

WHEN RECORDED MAIL TO:

Dominion Energy Utah
P. O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
MJ2011887.1e;DE



ENT 92541:2018 PG 1 of 6
JEFFERY SMITH
UTAH COUNTY RECORDER
2018 Sep 26 3:35 pm FEE 20.00 BY SM
RECORDED FOR DOMINION

Space above for County Recorder's use

PARCEL I.D. # 40-470-0004

FIRST AMENDMENT TO RIGHT-OF-WAY AND EASEMENT GRANT
ROW #40626

This FIRST AMENDMENT TO RIGHT-OF-WAY AND EASEMENT GRANT (this "**Amendment**") is dated September 18, 2018 (the "**Amendment Effective Date**"), by and between LINCOLN SQUARE APARTMENTS, LLC, a Utah limited liability company ("**Grantor**"), and QUESTAR GAS COMPANY, a corporation of the State of Utah, dba Dominion Energy Utah ("**Grantee**"). Grantor and Grantee may, from time to time throughout this Amendment, be referred to as a "**Party**" or collectively as the "**Parties**."

WITNESSETH:

WHEREAS, Grantor and Grantee are parties to that certain Right-of-Way Easement Grant dated July 5, 2018, recorded on September 18, 2018 with the Utah County Recorder's Office under Entry No. 89068:2018 (the "**Agreement**"), with respect to certain real property described therein. Capitalized terms used herein but not defined shall have the meanings given to such terms in the Agreement.

WHEREAS, the Parties mutually desire to amend the Agreement to expand the right-of-way area granted to Grantee therein on the terms and conditions as provided below.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Amendment to Right-of-Way Area.** Notwithstanding anything to the contrary contained in the Agreement, the Easement area for the right-of-way granted therein to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the Facilities shall include all common areas within the development known as the Lincoln Square Apartments (as such development is more particularly described in the Agreement, the "**Project**") that are to be improved with sidewalks, landscaping, paving, curbing, and parking spaces as depicted in the site plan attached **Exhibit "A"** annexed hereto (the "**Easement Area**"). [11]
2. **Miscellaneous.** The foregoing recitals are hereby incorporated herein by this reference. This Amendment may be executed in counterparts, each of which shall

be an original and all of which counterparts taken together shall constitute one and the same agreement. Signatures transmitted in PDF format by electronic mail shall be binding upon the Parties hereto with the same force and effect as original signatures. Should there be any inconsistency between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail. Except as expressly amended by this Amendment, the Agreement shall remain and continue in full force and effect in accordance with its terms.

[Signature pages to follow.]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Amendment Effective Date.

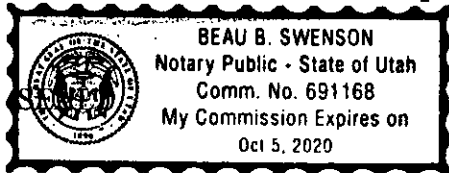
GRANTOR:

LINCOLN SQUARE APARTMENTS,
LLC, a Utah limited liability company

By: *Ralph R. Moffat*
Ralph R. Moffat, Manager

STATE OF UTAH)
)ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 10 day of September, 2018, by Ralph R. Moffat, the Manager of LINCOLN SQUARE APARTMENTS, LLC, a Utah limited liability company.



Beau B. Swenson
Notary Public

[Signatures continue on following page.]

GRANTEE:

QUESTAR GAS COMPANY, a corporation of the State of Utah, dba Dominion Energy Utah

By: Chris B. Balling
Name: CHRIS B. BALLING
Title: AUTHORIZED REPRESENTATIVE

STATE OF UTAH)
)ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 25TH day of SEPTEMBER, 2018, by CHRIS B. BALLING, the AUTHORIZED REPRESENTATIVE of QUESTAR GAS COMPANY, a corporation of the state of Utah, dba Dominion Energy Utah.

(SEAL)

Danny O. Eastburn
Notary Public

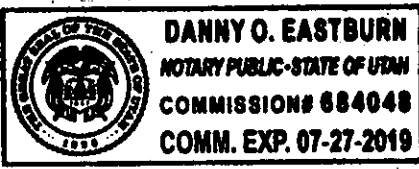


EXHIBIT "A"

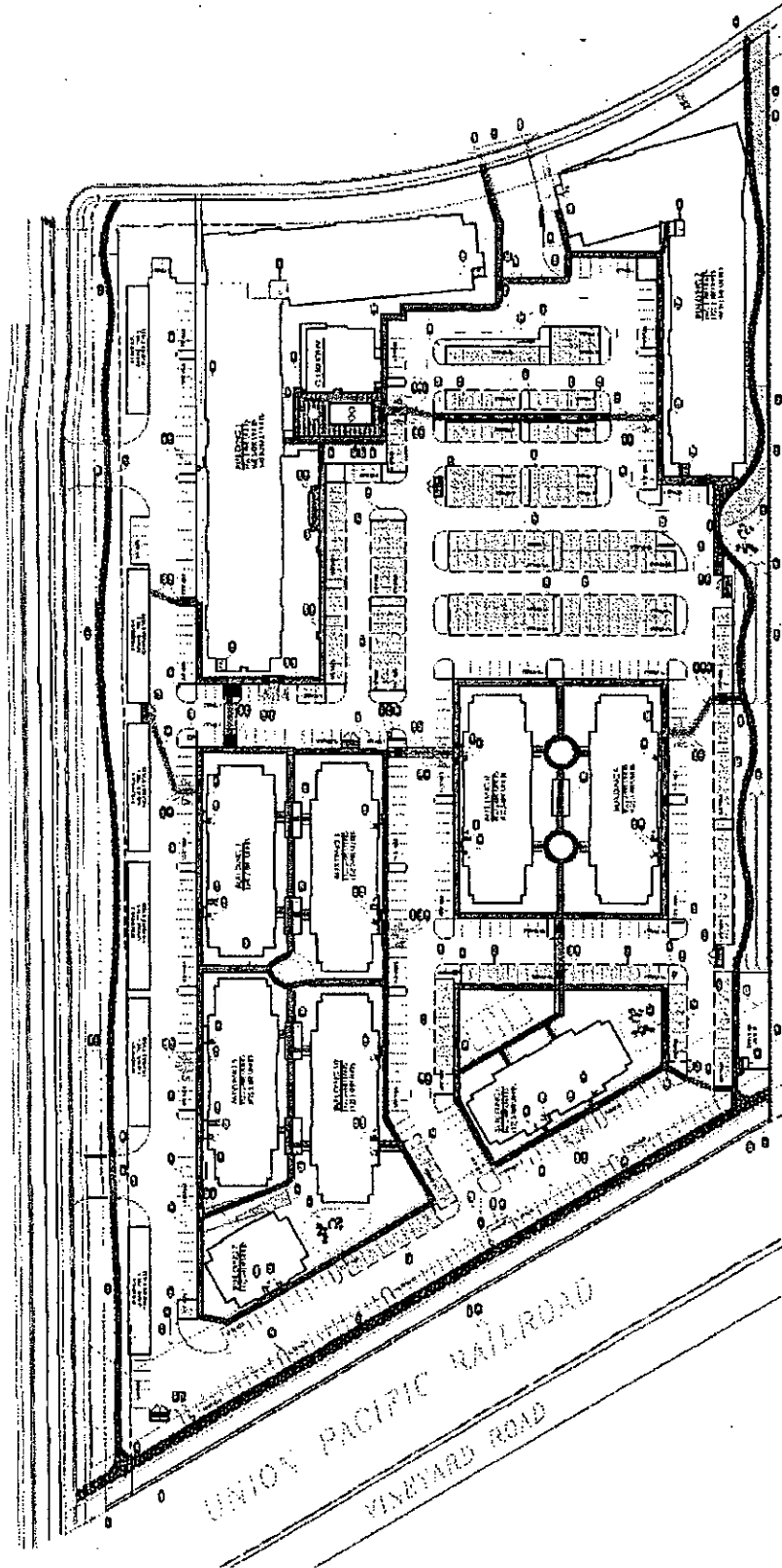


Exhibit A-i

A portion of land located in the Northwest Quarter of the Northeast Quarter of Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian;

A portion of Lot 1, Geneva Park East – Phase Two, more particularly described as Commencing at a point located South $00^{\circ}02'55''$ East along section line 52.75 feet and West 1451.14 feet from the Northeast Corner of Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence along the easterly boundary of Lot 1, Geneva Park East – Phase Two Subdivision the following three (3) calls: South $00^{\circ}33'35''$ East 0.78 feet, North $89^{\circ}26'17''$ East 12.01 feet, along an arc of a 15.00 foot radius tangent curve to the right 23.56 feet (chord bears South $45^{\circ}33'41''$ East 21.21 feet) to the westerly right-of-way of Mill Road and easterly boundary of Lot 1, Geneva Park East - Phase Two Subdivision the following three (3) calls: South $00^{\circ}33'46''$ East 159.05 feet, along an arc of a 799.00 foot radius tangent curve to the left 466.86 feet (chord bears South $17^{\circ}18'08''$ East 460.25 feet), South $34^{\circ}02'40''$ East a distance of 37.41 feet to the Southeast Corner of Lot 1; thence North $89^{\circ}59'49''$ West along the property line between Lot 1 and Lot 2 1020.20 feet to a point on the easterly right of way of the Union Pacific Railroad and westerly boundary line of Lot 1, Geneva Park East – Phase Two Subdivision; thence North $30^{\circ}03'56''$ West along said right of way and westerly boundary line 731.57 feet; thence North $89^{\circ}26'14''$ East 194.54 feet; thence along arc of a 48.00 foot radius non-tangent curve to the left 58.01 feet (chord bears North $89^{\circ}26'03''$ East a distance of 54.54 feet); thence North $89^{\circ}26'03''$ East a distance of 951.13 feet to the point of beginning.