

## EJECT OF WAY AND EASEMENT GRANT

EMBERGER RAILROAD COMPANY, a corporation of the State of Utah, Grantor, does hereby give, grant and convey to MOUNTAIN FUEL SUPPLY COMPANY, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement to lay, maintain, operate, repair, inspect, protect, remove and replace a twenty (20) inch pipe line and associated valves, valve boxes and taps along the property of the said Railroad Company in Davis and Weber Counties, State of Utah, the center line of said right of way and easement to extend along the Railroad Company property as follows, to-wit:

Commencing at a point which is on the center line of 20' NP Mountain Fuel Supply Company gas main, said point being further described as 457.94 feet South and 2126.96 feet East of the Northwest corner of Section 28, Township 4 North Range 1 West, Salt Lake Base and Meridian, Davis County, Utah, said point also intersecting the West property line of Embarger Railroad Company South of Gentile Street and West of the Old Fort Road in Layton, Utah; thence North  $7^{\circ} 56' 30''$  East 17.0 feet; thence North  $12^{\circ} 38'$  West 4.2 feet to a point 14.6 feet East of the West property line of Embarger Railroad Company and 19.7 feet West of tracks; thence North  $43^{\circ} 09'$  West 694.0 feet to a point on the North walk of Gentile Street, said point being further described as 1653.76 feet East and 39.32 feet North of the Northwest corner of Section 28 Township 4 North Range 1 West, Salt Lake Base and Meridian; thence North  $43^{\circ} 09'$  West 106.4 feet to a point 18.5 feet West of main line track; thence North  $50^{\circ} 39'$  West 61.4 feet; thence North  $42^{\circ} 39' 30''$  West 684.1 feet; thence North  $29^{\circ} 53' 30''$  West 186.2 feet; thence North  $39^{\circ} 19' 30''$  West 151.3 feet; thence North  $37^{\circ} 19' 30''$  West 230.8 feet to a point 6.2 feet East of the West property line of Embarger Railroad Company and 19.3 feet West of track; thence North  $35^{\circ} 29'$  West 276.4 feet to a point on the East fence line of Church Street in Layton, Utah, said point also being 531.5 feet East and 1302.0 feet North of the Northwest corner of Section 28 Township 4 North Range 1 West, Salt Lake Base and Meridian; thence along same said bearing 27.1 feet to a point 20.3 feet West of track; thence North  $34^{\circ} 55'$  West 924.0 feet to a point on the West section line of section 21 Township 4 North Range 1 West, Salt Lake Base and Meridian, said point being 2106.0 feet North and 0.9 feet East of the southwest corner of said section; thence North  $34^{\circ} 55'$  West 675.5 feet to a point on the east and west quarter section line of section 20 Township 4 North Range 1 West, Salt Lake Base and Meridian; thence North  $34^{\circ} 55'$  West 1463.0 feet to a point on the East fence line extended of Easy Street in Layton; thence along said same bearing 232.5 feet to a point 10.2 feet East of the West property line; thence North  $35^{\circ} 07'$  West 1526.7 feet to a point on the center line of Gordon Avenue; thence along said same bearing 12.9 feet to a point 20.0 feet West of tracks; thence North  $34^{\circ} 59' 30''$  West 5244.1 feet to a point 976.0 feet South of the Northwest corner of section 17 Township 4 North Range 1 West, Salt Lake Base and Meridian; thence North  $34^{\circ} 59' 30''$  West 1191.7 feet to a point 681.6 feet West of the Northwest corner of section 17; thence North  $34^{\circ} 59' 30''$  West 3444.8 feet to a point 20.6 feet West of tracks and 5.4 feet East of the West property line of Embarger Railroad Company; thence North  $34^{\circ} 58'$  West 2898.7 feet to a point 948.22 feet East and 43.20 feet South of the Northwest corner of section 7 Township 4 North Range 1 West, Salt Lake Base and Meridian, thence North  $34^{\circ} 58'$  West 1087.2 feet to a point 8.0 feet East of the West property line of Embarger Railroad Company and 19.3 feet West of tracks; thence North  $36^{\circ} 10'$  West 126.4 feet to a point 8.7 feet West of tracks; thence North  $36^{\circ} 42' 30''$  West 253.7 feet to a point 16.6 feet West of track; thence North  $35^{\circ} 12'$  West 178.2 feet to a point 1325.66 feet South and 10.41 feet West of the East quarter corner of section 1 Township 4 North Range 2 West, Salt Lake Base and Meridian; thence North  $35^{\circ} 12'$  West 1079.7 feet to a point 21.3 feet West of tracks; thence North  $34^{\circ} 58'$  West 3785.3 feet to a point 185.61 feet West of the South quarter corner of section 36 Township 5 North Range 2 West, Salt Lake Base and Meridian; thence along said same bearing a distance of 76.5 feet to a point 20.1 feet West of track; thence North  $35^{\circ}$  West 2540.2 feet; thence North  $34^{\circ} 30' 30''$  West 179.0 feet to a point contained within a curve to the right the radius of which is 2864.79 feet; thence around said curve to the right along the following courses; North  $33^{\circ} 45' 30''$  West 114.75 feet; North  $30^{\circ} 40' 30''$  West 116.7 feet;

North 25° 28' West 122.0 feet; North 25° 15' West 140.0 feet; North 23° 59' West 85.4 feet; North 21° 36' 30" West 59.3 feet; North 20° 09' 30" West 106.5 feet; North 18° 32' West 68.8 feet; North 17° 01' West 97.39; North 14° 30' 30" West 94.7 feet; North 14° 16' 30" West 68.7 feet; North 11° 47' 30" West 132.7 feet; North 8° 28' 30" West 134.1 feet; North 6° 24' 30" West 76.8 feet; North 4° 07' 30" West 28.4 feet; North 1° West 247.4 feet along West side of Bamberger easement to the point of tangent of said curve to the right; thence North 1° West 96.75 feet to a point 12.7 feet West of track; thence North 6° 28' West 45.4 feet to a point 6.6 feet East of the West property line of Bamberger Railroad Company; thence North 0° 04' 30" West 931.1 feet to a point 7.3 feet East of the West property line of Bamberger Railroad Company and 19.1 feet West of track; thence North 2° 12' East 224.6 feet; thence North 0° 57' West 90.0 feet to a point 4.8 feet East of the East side of Bamberger Depot; thence North 6° 19' West 48.67 feet to a point 387.99 feet East and 2.43 feet South of the Northwest corner of section 34 Township 5 North Range 2 West, Salt Lake Base and Meridian; thence North 0° 19' West 130.4 feet to a point 38.5 feet West of track; thence North 0° 00' 30" East 2375.4 feet to a point 5.0 feet East of the West property line of Bamberger Railroad Company and 38.2 feet West of track; thence North 3° 42' East 89.8 feet to a point 3.57 feet South and 383.78 feet East of the West quarter corner of section 25 Township 5 North Range 2 West, Salt Lake Base and Meridian; thence North 1° 33' 30" West 202.6 feet to a point 37.9 feet West of track; thence North 0° 01' 30" West 2020.8 feet to a point 6.0 feet East of the West property line of Bamberger Railroad Company and 38.8 feet West of track; thence North 7° 38' 30" East 163.8 feet to a point 27.3 feet East of the West property line of Bamberger Railroad Company; thence North 0° 25' West 350.1 feet to a point 6.3 feet East of the West property line of Bamberger Railroad Company; thence North 0° 01' 30" West 1187.75 feet to a point 7.0 feet East of the West property line of Bamberger Railroad Company; thence North 0° 36' East 671.8 feet to a point 7.8 feet East of the West property line of Bamberger Railroad Company; thence North 2° 39' 30" East 89.2 feet to a point 22.3 feet West of track; thence North 0° 07' 30" West 57.3 feet to a point on the inside South abutment of the Weber, Davis County Canal; thence along said same bearing a distance of 1732.45 feet to a point 21.0 feet East of the West property line of Bamberger Railroad Company; thence North 6° 07' 30" West 116.95 feet to a point 38.7 feet West of track; thence North 0° 09' 30" East 1317.6 feet to a point on the South fence line (extended) of 5600 South Street in Roy, Utah; thence along said same bearing a distance of 271.6 feet to a point 3.4 feet East of the West property line of Bamberger Railroad Company; thence North 4° 22' 30" East 83.98 feet; thence North 8° 38' East 146.8 feet; thence North 9° 40' East 109.3 feet to a point 35.6 feet West of track; thence North 12° 35' 30" East 809.6 feet to a point 35.8 feet West of track; thence North 3° 34' 30" East 113.2 feet to a point 15.7 feet East of the West property line of Bamberger Railroad Company; thence North 11° 28' 30" East 398.6 feet to a point 16.5 feet East of the West property line of Bamberger Railroad Company; thence North 12° 56' 30" East 155.4 feet to a point 17.0 feet East of the West property line of Bamberger Railroad Company and 61.0 feet West of track; thence North 16° 21' East 75.5 feet; thence North 14° 09' East 146.2 feet; thence North 12° 33' East 437.4 feet to a point 57.3 feet West of track; thence North 12° 05' East 106.0 feet to a point on the north side of U. S. Highway #91 easement; thence along said bearing a distance of 108.1 feet to a point 14.4 feet East of the West property line of Bamberger Railroad Company and 64.7 feet West of track; thence North 5° 59' West 35.1 feet to a point on the West property line of the Bamberger Railroad Company said point being further described as 613.5 feet North and 932.25 feet East of the West quarter corner of section 13 Township 5 North Range 2 West, Salt Lake Base and Meridian, Weber County, Utah.

TO HAVE AND TO HOLD the same unto the said Mountain Fuel Supply Company, its successors and assigns, so long as the facilities constructed by the Gas Company shall be maintained, with the right of ingress and egress to and from the said right of way to maintain, operate, repair, inspect, protect, remove and replace the same. The Grantee agrees that none of the facilities to be installed pursuant to this right of way shall extend above the surface of the ground without the written consent of the Grantor. The Grantor shall fully use the said

grantee except for the purposes for which this right of way and easement is granted to the Grantee, provided such use does not interfere with the facilities constructed by the Grantee hereunder.

Grantee, by acceptance of this grant, agrees to hold harmless and indemnify the Grantor of and from any and all claims, actions and demands of every kind and character which may result from the construction, operation, maintenance, repair and replacement of the facilities of Grantee; and, to at all times carry and maintain public liability and property damage insurance covering those portions of its pipeline system constructed and operated within the easement herein described in the amount of \$1,000,000 for each person injured and \$1,000,000 for each accident and at least \$1,000,000 for each accident resulting in property damage; and to furnish Grantor a Certificate of Insurance evidencing the same.

Grantee agrees further that its construction, maintenance, operation, repair, inspection, protection, removal or replacement of said twenty inch pipe line shall all be done in such a manner that it shall not interfere with the operation by Railroad Company of its train service in any manner whatsoever. During the construction contemplated, or in any maintenance, repair, inspection, replacement or removal thereafter, Grantee agrees to keep well marked and lighted all excavation, dirt pilings, equipment and pipe; and to keep Railroad Company informed from day to day of the location of the same.

Grantee agrees further that it shall be solely responsible for any possible damage it may cause to the facilities of any other person now located in Railroad Company's right of way.

Grantee agrees further that it shall place carrier pipe or protective casing around its twenty inch pipe line at any point where it passes under a spur track or tracks of Railroad Company whether the spur track or tracks be now in existence or be hereafter constructed, and that the minimum depth of said twenty inch pipe line under such spur track or tracks shall be thirty-six (36) inches from the surface of the ground to the top of the protective pipe or casing. Grantee agrees further that, except as herein otherwise specified, and excepting those places where it is physically impossible to comply herewith, such as at bridges and overpasses, that said twenty-inch pipe line shall at all places be at a minimum depth of thirty (30) inches from the present surface of the ground to the top of said twenty inch pipe line.

Grantee agrees further that it shall comply with all State and Federal regulations respecting proper above ground clearance standards from the center line of Railroad Company's railroad tracks.

Grantee agrees that all of Railroad Company's facilities shall be returned to as nearly as may be the condition they were in prior to any construction, reconstruction, maintenance, removal or replacement of said twenty inch pipe line.

In the event Grantor, in order to in any manner protect its right of way and the facilities thereover, is caused to do any work, or in any manner incurs any expense, by reason of any type of emergency or other condition, caused in whole or in part through the construction, maintenance, operation, repair, inspection, protection, removal or replacement of said twenty inch pipe line, Grantee agrees to reimburse Grantor for any of such expense.

The construction, operation, maintenance, repair, replacement and any and all modifications of Grantee's facilities shall be done in a good, safe and workmanlike manner and only after ten days' written notice to the Grantor, except in case of emergency when written notice may be dispensed with. Specifications and plans therefor shall be filed with the Grantor and become a part of this grant by reference.

The Grantor shall not build or construct nor permit to be built or constructed any building or enclosed structure over or across the facilities constructed hereunder by the Grantee without the written consent of Grantee. This right of way grant shall be binding upon and inure to the benefit of the successors and assigns of the Grantor and the successors and assigns of the Grantee.

IN WITNESS WHEREOF, the Grantor has caused its corporate name and seal to be hereunto affixed this 14<sup>th</sup> day of January, 1938.

Attest:

RAMBERGER RAILROAD COMPANY

H. B. Olsen  
H. B. Olsen, Assistant Secretary-Treasurer

Ray B. Needham  
Ray B. Needham, President

STATE OF UTAH )  
: ss  
County of Salt Lake )

On the 14<sup>th</sup> day of January, 1958, personally appeared before me RAY B. NEEDHAM and H. B. OLSEN, who being duly sworn, did say that they are the President and Assistant Secretary-Treasurer, respectively, of RAMBERGER RAILROAD COMPANY, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and said RAY B. NEEDHAM and H. B. OLSEN acknowledged to me that said corporation duly executed the same.

H. D. Price  
Notary Public

My commission expires:

11/30/59

Residing at Sweet Lake City



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STATE OF UTAH ) ss  
COUNTY OF WEBER )  
FILED AND RECORDED FOR  
Min & ul Supply Co.  
JAN 16 10 55 AM '58

IN BOOK 569 OF RECORD  
PAGE 101  
RUTH EAMES OLSEN  
COUNTY RECORDER

Edith D. W. Rubie