

1207706
 142-251-17
 16-114-41
 16-150-43
 20-223-21
 20-196-24
 10-270-4
 10-269-10
 10-251-34
 21-68-33

Recorded at Request of Richard Johnson
 at 12:10 M Fee paid \$ 7.00 Hazel Taggart Chase, Recorder Salt Lake County, Utah
 By Ed Schreyer, Dep. Book 791 Page 423 Vol. 226-270-26

AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of JULY, 1950, by and between SALT LAKE CITY, a municipal corporation of the State of Utah, hereinafter called the City, and SALT LAKE REFINING COMPANY, a Nevada corporation qualified to do business in the State of Utah, hereinafter called the Company,

WITNESSETH:

WHEREAS, the Company is undertaking the construction of a petroleum products pipe line consisting of a fifteen inch maximum outside dimension pipe, encasing smaller pipe or pipes, with appurtenances, all being herein referred to as pipe or pipe line, from the power plant being constructed by Utah Power & Light Company in the vicinity of North Temple and Twelfth West Streets in Salt Lake City to the refinery of the Company at North Salt Lake in Davis County, Utah; and

WHEREAS, to construct said pipe line between said points it will be necessary to lay said pipe in, under and along certain streets and other property of the City as follows:

- (a) Commencing in the south line of North Temple Street at a point approximately 2986 feet west of the monument line on 9th West Street, and extending thence northerly crossing North Temple Street;
SE SE 34 IN IN
- (b) Commencing on the southerly bank of the Jordan River at a point approximately 292 feet west and 2379 feet north of the southeast corner of Section 34, Township 1 North, Range 1 West, Salt Lake Meridian, and extending thence on a bearing north 7° 32' 7" west, crossing the Jordan River;
NE SE 34 IN IN
- (c) Commencing at a point in the south line of Third North Street at a point 22 feet more or less westerly of the westerly line of the Utah Power & Light Company steel transmission power line, and extending thence northerly, crossing said Third North Street and across alley in Block 1 of Fairfield addition;
BLK 1 of St adj Fairfield
- (d) Commencing on the south line of 4th North Street at a point approximately 7 feet west of the

JUL 11 1950
 226-270-26
 144-264-19
 33-106-11
 208-205-25
 229-256-24
 137-25-2

16-6

Oakley Lots 1-18-BK 11 ✓
 Waverly " 1-11 " 8 ✓
 " " 1-12 " 3 ✓
 oakley " 1-13 " 28 ✓
 " pk " 9-25 " 31 ✓
 " " " 1-17 " 36 ✓
 " " " 1-17 " 40 ✓
 Byerst Tokes " 1-13 " 1 ✓
 Oakley Add. " 1-12 " 22 ✓
 " " " 12-13 " 21 ✓
 " " " 12-13 " 20 ✓
 " " " 1-18 " 41 ✓
 Jennings H.S.L. " 14-23-42 " 51 ✓
 " " " 14-20-36 " 12 ✓

monument line on 13th West Street and extending thence northerly crossing 9th North Street and extending to a point in 13th West Street 12 feet west of said monument line, thence extending along 13th West Street parallel with and approximately 12 feet west of said monument line to a point 25 feet south of the center line of 9th North Street; thence extending easterly along 9th North Street parallel with and 25 feet north of the monument line of said street 40 feet more or less to a point 12 feet west of the center line of Dedicated Jennings Avenue (12th West Street); thence extending northerly along dedicated Jennings Avenue (12th West Street) parallel with and 12 feet west of the center line thereof 140 feet; thence extending along said dedicated Jennings Avenue (12th West Street) on a bearing approximately north 0° 26' 30" west 700 feet more or less to the north line of an existing road (12th North Street);

(e) Commencing at a point in the south line as established upon the ground of Seventeenth North Street at a point 180 feet more or less east of the west line of Section 23, Township 1 North, Range 1 West, Salt Lake Meridian, and extending thence northerly across said street;

NW-SW 23
 1N-1W

(f) Commencing in the westerly right of way line of Salt Lake City's outfall sewer and open canal at a point approximately 180 feet east of the west line of Section 23, Township 1 North, Range 1 West, Salt Lake Meridian, and approximately 260 feet north of the center line of the traveled portion of Seventeenth North Street, and extending thence easterly, crossing said outfall sewer and open canal right of way.

SW-NW 23
 1N-1W

Spaced at distances of approximately 700 feet, loops in said line will extend at right angles therefrom for a distance laterally of approximately 25 feet, such loops being confined within approximately 4 feet measured along the course of said line;

and the Company has applied to the City for permission to lay, maintain, repair and replace said pipe line in, under and along said streets and property along said route;

NOW THEREFORE, in consideration of the premises and of the covenants and agreements herein contained, it is hereby agreed by and between the parties hereto as follows:

1. Subject to all of the terms, conditions and agreements hereinafter appearing, the City hereby grants to the Company permission to construct and lay in, under and along the above

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designated streets and property of the City and thereafter to occupy said streets and property with said pipe line to be used by the Company for transporting petroleum products or derivatives from Company's refinery at North Salt Lake in Davis County, Utah, to said plant of Utah Power & Light Company located in the vicinity of North Temple Street and Twelfth West Street in Salt Lake City, Utah.

2. Company shall construct said pipe line pursuant to the permission herein granted prior to July 1, 1951, and if such construction be not completed prior to said date the permission herein granted shall terminate. Company before commencing any construction under the permission herein granted shall furnish to the City Engineer for his approval maps and drawings showing the location, position, course, depth and character of the pipe line to be laid and constructed hereunder and all appurtenances thereto, and said pipe line will be laid and constructed as shown thereon and in conformity therewith. The Company further agrees that upon the completion of the laying and construction of said pipe line it will furnish to the Engineering Department of the City for filing in the office of the City Engineer for future reference a copy of its maps and drawings showing the exact location, position, course, depth and character of said pipe line with all appurtenances as the same have been laid and constructed.

3. In the laying and constructing of said pipe line, and thereafter in the proper maintenance, repair, and replacement of the same, the Company may make such cuts and excavations in said streets as may be reasonably necessary therefor, but such cutting and excavating shall be done in such manner that said streets shall be open at all times to the public and so that all persons residing along said streets shall have free passage along said streets and into and out of their places of residence.

4. During the course of construction and during the course

of any repair or replacement of said pipe line, the Company shall maintain proper signs, guards and barricades, with sufficient lights thereon at nighttime, to warn the public of the work being done and to protect the public against injury or damage as a result of such work. The excavated material shall be kept within reasonable confines and not be scattered or spread over an area larger than reasonably necessary. All pipe, equipment and materials shall be so placed and used along said course as to interfere as little as may be reasonably necessary with the use of said streets by the public.

5. All excavations and trenchings made in the course of laying and constructing said pipe line, or in the maintaining, repairing, or replacing the same thereafter, shall be backfilled by the Company as expeditiously as possible and to the satisfaction of the City's Engineering Department. Upon the proper completion of said backfilling the City will restore the subsurface and surface of the streets with a five (5) inch gravel subsurface and where hard surfaced with two (2) inches of plant mix asphaltic concrete pavement surface as further specified in paragraph 12(d) of this agreement, and the Company agrees to pay the City the entire cost thereof, including a reasonable rental on the equipment used, such payment to be made upon being billed therefor. The Company guarantees all trenching from settlement for a period of one year from date of resurfacing and shall pay the cost of repairing such settlement during such year.

6. The Company hereby agrees to protect the City and hold the City harmless and to indemnify it against any and all claims made against the City for damage of every kind or description that may arise by reason of the constructing and laying of said pipe line, excavating or trenching in said streets, and placing piping, materials, and equipment thereon. The Company further agrees to insure, indemnify and make whole the City for any loss

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or damage it may sustain to any of its property or facilities, including the contaminating of its culinary water supply, from the contents of said pipe line, and to indemnify the City against and hold it harmless from any and all claims made against it for damage of every kind or description by anyone whomsoever, that may arise at any time from the laying, maintenance, use, or operation of, and the occupancy of said streets by said pipe line, and from the bursting or leaking of said pipe line, howsoever caused, including forces of nature or acts of God.

7. The City reserves the right to grade and improve, in any manner, said streets at any time and to change the grade thereof or to make any installation therein it may desire, and the Company agrees that it will, at its own expense, make such changes in the location or course of said pipe line as will be necessary to effect such control, use and occupation of said streets by the City.

8. The Company agrees that in laying and constructing said pipe line it will not in any manner interfere with or cause damage to any existing utilities now laid in said streets and that if any damage is done thereto, the Company will fully indemnify the owner thereof.

9. The City shall designate a suitable person as inspector to be present at all times during the course of constructing and laying said pipe line to inspect and pass upon the work done, said inspector to be under the control and supervision of the City Engineer. The Company agrees to do said work in accordance with the provisions of this contract and to pay the City the salary of such inspector. The Company further agrees to notify the City at least forty-eight hours in advance when the Company shall commence work hereunder so that City may have such inspector available when work is commenced.

10. The Company agrees to keep said pipe line in good state of repair, but when any repair, replacement, or maintenance work becomes necessary at any time after the original work is completed, the Company, before doing any excavating or digging in the streets, shall procure a permit therefor under the ordinances of the City from the City's Street Department.

11. The Company agrees to pay the City the cost of repairing any damage to any pavement or hard surface anywhere in the streets that may be caused in any manner by any equipment used in connection with the laying or constructing of said pipe line or the repairing, maintenance, or replacement of said pipe line. The Company further agrees to replace any street guard rails that may be taken down in the course of constructing and laying said pipe line or in repairing or replacing the same.

12. In excavating the trench for said pipe line, in disposing of the excavated material, and in backfilling the trench, the Company agrees to comply with the following specifications:

(a) The trench for the pipe line shall be excavated eighteen inches wider than the outside diameter of the pipe. The pavement and the sides of the trench shall be cut vertical to the subgrade of the trench.

(b) All material excavated and not required or suitable for use in backfilling the trench, in the opinion of the City Engineer, shall immediately be removed from the streets and disposed of by the Company at its expense. All excavated material suitable and required for backfilling shall be so piled that free access may be had at all times to fire hydrants and to afford free access to driveways, and shall not be piled in any way to interfere with free travel along or over the streets where work is being done.

(c) The Company shall construct suitable bridging over the trench at all street intersections and at driveways to property

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shutting the line of the work, and at such other points as may be designated by the City Engineer. Bridging shall be of sufficient strength to carry the required loads at driveways and shall be capable of supporting a fifteen-ton truck weight at public vehicle crossings.

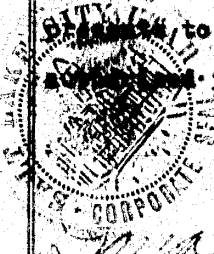
(d) Where the trench is located across or along a paved street, the backfilling shall be in the following manner: All of the excavated material suitable for backfilling, as determined by the City Engineer, shall be placed immediately adjacent to the trench and such material shall then be deposited gradually and in small quantities into the trench until the pipe is covered to a depth of one foot, whereupon the same shall be watered down by such amount of water as shall be directed by the City Engineer. The remainder of the backfill shall be completed by mechanical raming in six-inch layers. Each layer shall be spread uniformly over the trench area to the required depth, after which it shall be thoroughly consolidated and compressed with pneumatic rammers. The material so backfilled must have sufficient moisture content to be determined by the City Engineer to provide thorough compaction. This method of backfill shall be carried out to a depth as determined by the City Engineer. When in the judgment of the City Engineer the trench has had sufficient time for settlement, the City Street Department will prepare the necessary five (5) inch gravel subsurface and will replace pavement surface with two (2) inches of plant mix asphaltic concrete pavement in accordance with the established street repair specifications at the cost and expense of the Company as heretofore specified.

13. In order to minimize the likelihood of the Company's being required to change the depth or location of said pipe line in any street, the City will, prior to construction, designate the location and depth of line recommended by it at any point.

In the event the City, after construction of said pipe line, contemplates any improvement in any street which will or may require the shifting of location or change in depth of said line, the City will notify the Company of such contemplated improvement as soon as the same has been decided upon by the City.

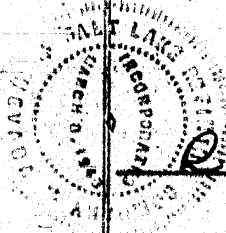
14. This agreement shall not be assigned or transferred in any manner by the Company without the written consent of the City first had and obtained.

IN WITNESS WHEREOF the parties hereto have caused these signatures to be executed by their proper officers thereunto duly authorized the day and year first above written.



Irma F. Bitner
City Recorder

SALT LAKE CITY,
By [Signature]
Mayor



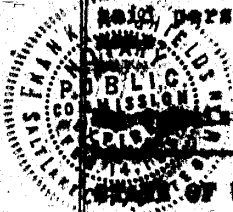
[Signature]
Secretary

SALT LAKE REFINING COMPANY,
By [Signature]
Vice President

STATE OF UTAH)
County of Salt Lake) SS.

On the 11th day of JULY, 1950, personally appeared before me Earl J. Glade and Irma F. Bitner, who, being by me duly sworn, did say that they are respectively the Mayor and City Recorder of Salt Lake City, and that the name of Salt Lake City was attached to the foregoing instrument by Earl J. Glade as Mayor and signed by him and countersigned by Irma F. Bitner as City Recorder, by authority of a resolution of the Board of Commissioners of Salt Lake City passed on the 11th day of July, 1950, and said persons acknowledged to me that said corporation executed the

[Signature]
NOTARY PUBLIC
Residing at Salt Lake City, Utah



Commission expires: _____
STATE OF UTAH)
County of Salt Lake) SS.

On the 11th day of July, 1950, personally appeared

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before me W. L. Fields and R. W. Johnson, who, being by me duly sworn, did say that they are Vice President and Secretary, respectively of Salt Lake Refining Company and that the said Salt Lake Refining Company authorized the signing of the foregoing instrument by authority of the by-laws, and said persons acknowledged to me that said Salt Lake Refining Company executed the same.

Harold J. Peterson
NOTARY PUBLIC
Residing at Salt Lake City, Utah.

My Commission expires:

August 28, 1953

