

APPROVED

4103675

MAY 07 1965

E A S E M E N T

SALT LAKE CITY CORPORATION, a municipal corporation of the ^{CITY RECORDER} State of Utah, hereinafter CITY, hereby quitclaims to MOUNTAIN FUEL SUPPLY COMPANY, a corporation of the State of Utah, hereinafter GRANTEE, its successors and assigns for the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, an easement sixteen (16) feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities hereinafter collectively called FACILITIES, over, across and through the following described land situated in Salt Lake County, State of Utah, Section 33, Township 1 North, Range 1 West, Salt Lake Base and Meridian, the center line of which is as follows:

Beginning at a point North 4214.57 feet and West 1417.92 feet from the Southeast Corner of said Section 33; thence South 680.00 feet, thence West 1015.50 feet, thence North 264.00 feet, thence East 385.00 feet.

ALSO beginning at a point North 4222.57 feet and West 1417.92 feet from the Southeast Corner of said Section 33, thence South 87°15'00" West 304.00 feet, thence North 100.00 feet, thence West 231.00 feet, thence North 15.00 feet, thence West 228.00 feet.

By acceptance or use hereof, Grantee agrees to be bound by and accepts this Easement subject to the following terms and conditions:

1. The rights granted hereunder are non-exclusive and the premises indicated herein are subject to being used for utility or other purposes by which persons and as the City may designate at any time.
2. Grantee shall not disturb any existing sewer, water, other utility lines within the boundaries of the easement granted.
3. Grantee's said Facilities shall be installed as nearly as possible in the center of the described premises.
4. Grantee will comply with all applicable City ordinances, State and County laws in the installation, maintenance or removal of said Facilities, and within 30 days of complete installation, Grantee will submit a complete set of as-constructed plans and specifications to the City Engineer.

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5. After installation or any repair or maintenance of said Facilities, Grantee will at its sole expense, restore the surface of any land disturbed by Grantee within said premises as nearly as possible to its original condition.

6. If said damage is not properly repaired or restored to its original condition and Grantee fails to effect said restoration within a reasonable time, to be determined by City, after receipt of the written notice by City, City may restore or have the surface or damage repaired at the entire expense of Grantee.

7. No supervision or advisory control, if any, exercised by City or in its behalf, shall relieve Grantee of any duty or responsibility to the general public, nor relieve Grantee from any liability for loss, damage or injury to persons or property sustained by reason of the installation, maintenance or removal of Grantee's Facilities, nor of Grantee's liability for damage to City's premises. And Grantee agrees to indemnify and save harmless City, its agents and employees from any and all claims, loss or expense, including attorney's fees, that may arise out of the construction, maintenance, removal or use of said facilities of Grantee.

8. City shall have the right at all times and in such a manner as it deems necessary to construct roads, or to carry out other City purposes, over, across and through the premises covered by this Easement and when Grantee's Facilities interfere with any City purpose upon receipt of written notice from the City, Grantee will, as required, remove, relocate or adjust those of its Facilities designated within a reasonable time after such notice at the expense of City.

9. In the event Grantee shall fail to perform or comply with any of the terms or conditions hereof, this Easement shall immediately terminate and cease as though it had never been granted and Grantee shall have a reasonable time, to be determined by City, in which to remove its said Facilities.

10. Grantee shall not assign any of its rights or obligations hereunder without the prior written consent of City.

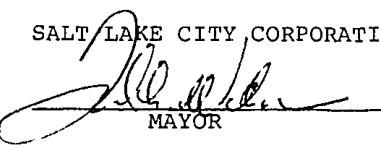
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11. In the event that Grantee ceased to use any of the premises granted hereunder for the purposes herein described for a period of more than one calendar year, then this Easement shall cease and terminate, and Grantee will, upon City's written request, remove all remaining Facilities at Grantee's sole expense.

Witness the hand of City this MAY - 7 1985 day of MAY - 7 1985, 1985.

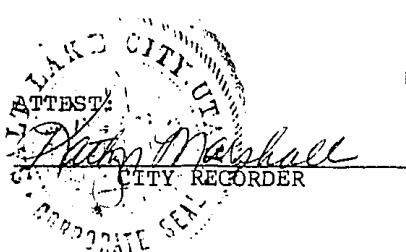
APPROVED SALT LAKE CITY CORPORATION

MAY 07 1985


MAYOR

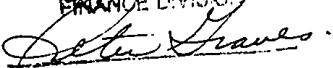
CITY RECORDER APPROVED AS TO FORM
Salt Lake City Attorney's Office

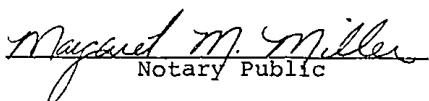
Date: 5/8/85 ALT
By: ALICE



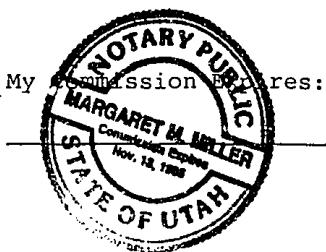
STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the MAY - 7 1985, 1985, personally appeared before me TED L. WILSON and KATHRYN MARSHALL who being by me duly sworn, did say that they are the MAYOR and CITY RECORDER, respectively, of SALT LAKE CITY, a municipal corporation of the State of Utah, and that said persons duly acknowledged to me that said corporation executed the same.

APPROVED
FINANCE DIVISION



Margaret M. Miller
Notary Public

My Commission Expires:

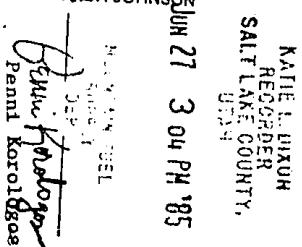


Residing at Salt Lake County, Utah

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RETURN TO:
MOUNTAIN FUEL SUPPLY COMPANY
P.O. BOX 11368
SALT LAKE CITY, UT. 84139
ATTENTION: LINDA JOHNSON


Linda Johnson
Mountain Fuel Supply
Salt Lake City, UT
Penni Korolgas

JUN 27 3 04 PM '85

KATHRYN MARSHALL
RECORDED
SALT LAKE COUNTY
UTAH