

TEACH

4421

DEPARTMENT OF THE ARMY 4421
EASEMENT FOR RIGHT OF WAY
(PIPE LINE)
ON **FORT DODGE MINE PROPERTY, UTAH**

over, across, in, and upon land under the control of the Secretary of the Army at the location shown in red on Exhibit "A", "B", and "C", and being all the land described in the claim attached hereto and made a part hereof, and described as follows:

All that certain land located in the County of Salt Lake, State of Utah, being thirty-three (33) feet in width lying one (1) rod on each side of the following described center line:

Beginning at a point on the east boundary of Fort Douglas approximately 1,299.6 feet North of the Southeast corner of Section 3, Township 1 South Range 1 West, Salt Lake Base and Meridian, thence North 71° 41' 30" West a distance of 4,377.5 feet; thence North 63° 37' West a distance of 106.9 feet; thence South 77° 59' 30" West a distance of 2,021.2 feet; thence North 86° 52' 30" West a distance of 2,670.4 feet; thence North 52° 48' 30" West a distance of 4,664.6 feet; thence North 46° 54' 30" West a distance of 7,823.6 feet; thence North 34° 46' 30" West a distance of 1,023.0 feet; thence North 45° 51' 30" West a distance of approximately 1,116.5 feet to the north boundary of Fort Douglas, a total distance of 16,265.5 feet, more or less, and containing approximately 12,300 acres, more or less, all of which is included in the boundaries of the Fort Douglas Reservation.

DATA SOURCE: 2010 CENSUS OF POPULATION AND HOUSING. U.S. CENSUS BUREAU. U.S. DEPARTMENT OF COMMERCE. 2010 CENSUS OF POPULATION AND HOUSING. U.S. CENSUS BUREAU. U.S. DEPARTMENT OF COMMERCE.

the following year, the majority of the gathered to approximate 4000 people. The 1990s saw a significant increase in the number of people gathered, with the 1999 gathering estimated to be around 10,000 people.

THIS EASEMENT is granted subject to the following conditions:

1. The grantee shall pay to the United States compensation in the amount of

ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00), payable in advance. Compensation shall be made payable to the

Treasurer of the United States and forwarded by the grantee to the District Engineer, Corps of Engineers, U. S. Army, #180 New Montgomery Street, San Francisco, California, being a sum of \$100.00.

1361 PREVIOUS EDITIONS ARE OBSOLETE

THIS FORM
1190-80 1361 PREVIOUS EDITIONS ARE OBSOLETE

POST BOX #1929, ZIP 84062
EAST LAKE CITY, UT 84139
ATTENTION: RIGHT-OF-WAY
C.R. 303

BK 64 14 PG 14 85

RETURN TO
MOUNTAIN FUEL SUPPLY COMPANY
P.O. BOX 1355
SALT LAKE CITY, UT 84135
ATTENTION: RIGHT-OF-WAY

WORKS | 1941 | ESTATE OF ELMER S. COOK, JR.

2. The installation and/or operation and maintenance of said line shall be accomplished without cost or expense to the United States under the general supervision and subject to the approval of the officer having immediate jurisdiction over the property, hereinafter designated as "said officer", and in such manner as not to endanger personnel or property of the United States on the said United States land or obstruct travel on any road thereon. The grantee shall have the right of ingress and egress for such purposes.
3. The use and occupation of said land incident to the exercise of the privileges hereby granted shall be subject to such rules and regulations as the said officer may from time to time prescribe.
4. The grantee shall supervise the said line and cause it to be inspected at reasonable intervals, and shall immediately repair any leaks found therein as a result of such inspection, or when requested by said officer to repair any defects. Upon completion of the installation of said line and the making of any repairs thereto, the premises shall be restored immediately by the grantee, at the grantee's own expense, to the same condition as that in which they existed prior to the commencement of such work, to the satisfaction of the said officer.
5. Any property of the United States damaged or destroyed by the grantee incident to the use and occupation of the said premises, shall be promptly repaired or replaced by the grantee to the satisfaction of the said officer or in lieu of such repair or replacement the grantee shall, if so required by the said officer, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damages to or destruction of Government property.
6. The United States reserves to itself the right to construct, use, and maintain across, over, and/or under the right of way hereby granted, electric transmission, telephone, telegraph, water, gas, gasoline, oil, and sewer lines, and other facilities, in such manner as not to create any unreasonable interference with the use of the right of way herein granted.
7. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, nor for damages to the property of the grantee, or for injuries to the person of the grantee (if an individual), nor for damages to the property or injuries to the person of the grantee's officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of any one of them, arising from or incident to government activities, and the grantee shall hold the United States harmless from any and all such claims.
8. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction, maintenance, and use of said line.
9. In the event all or any portion of said land occupied by said line shall be needed by the United States, or in the event the existence of said line shall be considered detrimental to governmental activities, the grantee shall, from time to time, upon notice so to do, and as often as so notified, remove said line and related facilities to such other location or locations on said land as may be designated by said officer, and, in the event said line shall not be removed or relocated within ninety (90) days after any aforesaid notice, the United States may cause the same to be done at the expense of the grantee.
10. This easement may be terminated by the Secretary of the Army upon a reasonable notice to the grantee if the Secretary of the Army shall determine that the right of way hereby granted interferes with the use or disposal of said land or any part thereof by the United States, or it may be terminated by the Secretary of the Army for failure, neglect, or refusal by the grantee fully and promptly to comply with any and all of the conditions of this grant, or for nonuse, or for abandonment.

RECEIVED IN THE OFFICE OF THE ATTORNEY

RECEIVED

RIGHT

864 | 456 | 486

PTA 421

11. Upon the expiration or termination of this grant, the grantee shall, without expense to the United States, and within such time as the Secretary of the Army may indicate, remove the said line from said land and restore the premises hereby authorized to be used and occupied to a condition satisfactory to the said officer. In the event the grantee shall fail, neglect, or refuse to remove the said line and so restore the premises, the United States shall have the option either to take over the said line as the property of the United States, without compensation therefor, or to remove the said line and perform the restoration work as aforesaid at the expense of the grantee, and in no event shall the grantee have any claim for damages against the United States or its officers or agents, on account of the taking over of said line or on account of its removal.

12. The conditions of this instrument shall extend to and be binding upon and shall inure to the benefit of the heirs, representatives, successors, and assigns of the grantee.

13. The following clause and word were deleted prior to the execution of this Easement:

a. "or for injuries to the person of the grantee (if an individual)" in Provision #7.

b. "heirs" in Provision #12.

FOOT COPY.
G9, EXECUTOR

RETURN TO:
MOUNTAIN FUEL SUPPLY COMPANY
P.O. BOX 11988
SALT LAKE CITY, UT 84139
ATTENTION: RIGHT-OF-WAY
GO 306

This easement is not subject to Title 10, United States Code, Section 2002.

IN WITNESS WHEREOF I have hereunto set my hand this 11th
day of July 1957 by direction of the Assistant
Secretary of the Army (Civil-Military Affairs)

APPROVED AS TO
FORM AND CONTENTS:

MOUNTAIN FUEL SUPPLY CO.

By: /s/ D. Z. Kastler, Jr.

600000 U. S. GOVERNMENT PRINTING OFFICE

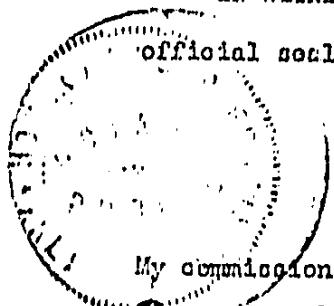
BK6414PC1487

DIAN
4421

COMMONWEALTH OF VIRGINIA)
COUNTY OF ARLINGTON } SS

On this 11th day of July A. D. 1957, before
me Howard V. Kempler, a Notary Public in and for
the said County and State, residing therein, duly commissioned and sworn,
personally appeared E. H. Birkhauser, known
to me to be the person whose name is subscribed to the within instrument,
and acknowledged to me that he signed the same by direction of the Assistant
Secretary of the Army (James M. Shasky) as the free and
voluntary act and deed of the United States of America for the uses and
purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal the day and year in this certificate first above written.



My commission expires:

November 23, 1958

Howard V. Kempler
Notary Public
Arlington County, Virginia

-7-

RETURN TO:
MOUNTAIN FUEL SUPPLY COMPANY
P.O. BOX 11300
GALT LAKE CITY, ID 83438
ATTENTION: HIGH-OF-WAY
600-000

PK 64188
PK 64189

100

5203999
25 FEBRUARY 92 10:53 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
MOUNTAIN FUEL
REC BY: DIANE KILPACK , DEPUTY

RETURN TO:
MOUNTAIN FUEL SUPPLY COMPANY
P.O. BOX 11308
SALT LAKE CITY, UT 84139
ATTENTION: RIGHT-OF-WAY
GO 306

BK 6414 PG 1489