

UTAH  
4421

DEPARTMENT OF THE ARMY

EASEMENT FOR RIGHT OF WAY  
(PIPE LINE)  
ON LANDS OF THE UNITED STATES  
FORT DOUGLAS MILITARY RESERVATION, UTAH

THE SECRETARY OF THE ARMY, under and by virtue of the authority vested in him by Title 10, United States Code, Section 2689, hereby grants to the **MURKIN FUEL SUPPLY COMPANY, a Corporation, organized and existing under and by virtue of the laws of the State of Utah, with principal place of business at 436 South State Street, Salt Lake City, Utah** hereinafter designated as the grantee, for a period not exceeding **fifty (50) years** from the date hereof, an easement for a right of way for the construction, installation, operation, maintenance, repair, renewal, and/or removal of a **twenty inch (20") gas pipe line, and related facilities, including but not limited to, valves, manholes, and other appurtenances**

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", 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 1899.6 feet North of the Southeast corner of Section 3, Township 1 South Range 1 East, Salt Lake Base and Meridian, thence North 71° 41' 30" West a distance of 457.5 feet; thence South 63° 37' West a distance of 106.5 feet; thence South 77° 59' 30" West a distance of 202.2 feet; thence North 86° 52' 30" West a distance of 2,670.4 feet; thence North 52° 48' 30" West a distance of 466.8 feet; thence North 46° 51' 30" West a distance of 7823.6 feet; thence North 49° 46' 30" West a distance of 1683.0 feet; thence North 45° 21' 30" West a distance of approximately 1116.5 feet to the north boundary of Fort Douglas, a total distance of 16,855.5 feet, more or less, and containing approximately 12,202 acres, more or less.

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, 4180 New Montgomery Street, San Francisco, California

FOR FORM 1 NOV 55 1361 PREVIOUS EDITIONS ARE OBSOLETE  
RETURN TO: MURKIN FUEL SUPPLY COMPANY  
SALT LAKE CITY UT 84138  
ATTENTION: RIGHT-OF-WAY  
01-000

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BR 6414 Pg 1485

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.

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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.

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CO. RECORDED

RETURN TO:  
MOUNTAIN FUEL SUPPLY COMPANY  
P.O. BOX 11288  
SALT LAKE CITY, UT 84130  
ATTENTION: NIGHT-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 11<sup>th</sup> 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. Kantler, Jr.

*E. H. Dwyer*  
E. H. Dwyer  
Colonel, US  
Executive

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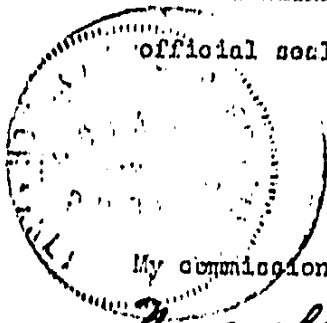
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COMMONWEALTH OF VIRGINIA )  
COUNTY OF ARLINGTON ) SS

On this 17th day of July A. D. 1957, before  
me Howard V. Kempton a Notary Public in and for  
the said County and State, residing therein, duly commissioned and sworn,  
personally appeared E. H. Bushe, 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 (Samuel Shast) 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 herunto 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. Kempton  
Notary Public  
Arlington County, Virginia

DATE

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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-OFF-WAY  
GO 306

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