

Entry No. 258157 Book MSB  
RECORDED 4-22-86 at 2:27 PM Page 514  
REQUEST of Mt. Fuel Resources, Inc.  
FEE 17.00 Emily L. Green, Morgan Co. Recd.

T. W. Shepherd  
Mountain Fuel Resources, Inc.  
P.O. Box 11450  
Salt Lake City, Utah 84147

LICENSE AGREEMENT

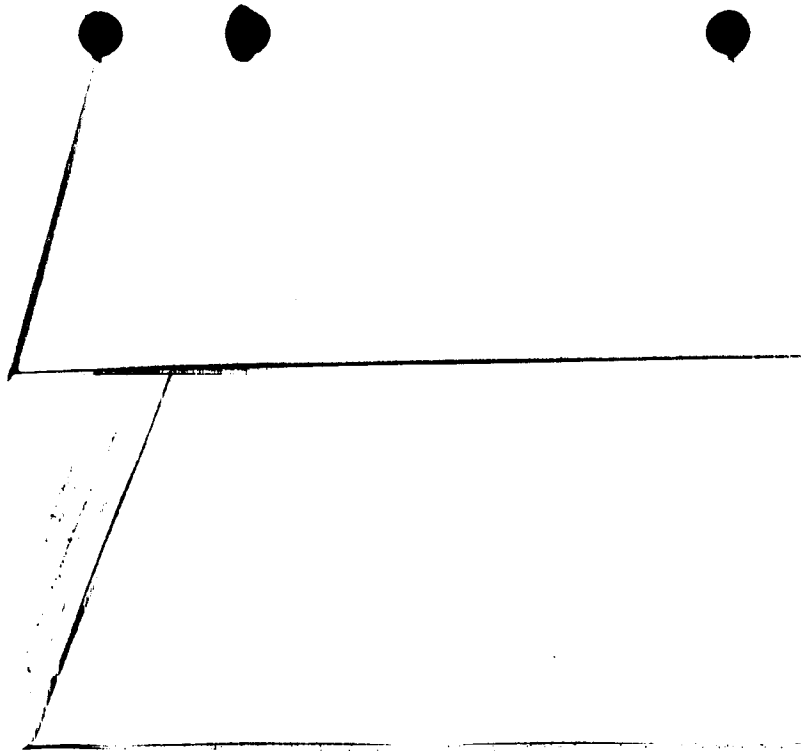
THIS AGREEMENT is entered into between MOUNTAIN FUEL RESOURCES, INC., a Utah corporation, 79 South State Street, Salt Lake City, Utah 84111 (Resources), and the CITY OF BOUNTIFUL, a Municipal corporation, County of Davis, State of Utah (Licensee). Resources and Licensee are collectively referred to as the "Parties."

THE PARTIES REPRESENT-AS FOLLOWS:

- A. Resources desires to grant unto Licensee a license (License), subject to the terms and conditions of this Agreement.
- B. Licensee desires to accept the License subject to the terms and conditions of this Agreement.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Grant of License. Subject to each of the terms and conditions of this Agreement, Resources grants unto Licensee, without any warranty whatsoever, a License to install, use, maintain and operate a 46-KV electric transmission line (Line), on and across certain lands which are subject to certain Resources' right-of-way and easement grants (collectively referred to as "Easements").
2. Location of License. The License granted is located in Sections 21, 22, 23 and 24, Township 2 North, Range 1 East; Sections 1, 2, 3, 4, 5, 7, 8 and 18, Township 2 North, Range 2 East; Sections 35 and 36, Township 3 North, Range 2 East; Sections 3, 4, 5 and 6, Township 2 North, Range 3 East; and Section 31, Township 3 North, Range 3 East, SLB&M, in the Counties of Davis and Morgan, State of Utah. The Line will, in certain instances, cross and parallel Resources' 20-inch HP gas pipeline (Pipeline) located on its Easements.
3. Additional Terms and Conditions. The License granted in this Agreement is subject to the following additional terms and conditions:
  - a. Licensee shall install, use, maintain, and operate or cause to be installed, used, maintained and operated, the Line in conformance with this Agreement and all applicable laws, rules, regulations, orders and requirements of any governmental body or other authority.



- b. Licensee, in the installation, use, maintenance, or operation of the Line, shall not use equipment of 10,000 lbs. gross weight or heavier over Resources' Pipeline, unless an additional 3.0 feet of cover is placed over the Pipeline. Berms will be permanent for future maintenance use.
- c. Licensee shall not install transmission line structures any closer than 30 feet from the centerline of Resources' Pipeline.
- d. Licensee shall not place anchors within 25.0 feet of the Pipeline or cross the Pipeline and Easements with guy wires or vertical-type anchors (kickers).
- e. Licensee, when crossing the Pipeline with electric wires, shall maintain a minimum clearance of 23.0 feet above ground level.
- f. After any Line installation or maintenance activities, Licensee shall, as nearly as practicable, clean up the Easements to their pre-installation or pre-maintenance status.
- g. Resources may, at its discretion, have a representative present during any Line installation or maintenance activities. With the exception of emergency outages, Licensee shall notify Resources by telephone 48 hours prior to any installation or maintenance activities by contacting either John Henderson, Assistant Pipeline Superintendent, or Robert J. Ramsey, Pipeline Superintendent, of Resources' Office in Rock Springs, Wyoming, (307) 382-8882. Prior to the use of any explosives for installation, maintenance or operation of the Line, Licensee shall provide, by telephone, at least thirty (30) days' advance notice to Resources by contacting either John Henderson, Assistant Pipeline Superintendent, or Robert J. Ramsey, Pipeline Superintendent, of Resources' Office in Rock Springs, Wyoming, (307) 382-8882. Such notice shall include the amount of explosives, the procedure for use of the explo-

sives, and a schedule indicating when the explosives will be used. Without limiting any of Licensee's liabilities or other obligations under this Agreement, Resources shall have the right, but not the duty, to review any such notice and to deny Licensee the right to use the explosives described in the notice when, in Resources' sole judgment, such use poses an unreasonable threat of harm to any person or property.

- h. Prior to installation of the Line, Resources will stake the present Pipeline at locations where Licensee's Line will cross the Pipeline and where, in Resources' judgment, conflicts might occur as the Line is installed parallel to the Pipeline. Final location drawings of Licensee's proposed Line will be mailed or delivered to Robert J. Ramsey, Pipeline Superintendent, or John Henderson, Assistant Pipeline Superintendent, of Resources' Rock Springs Office, 1005 "D" Street, P.O. Box 1129, Rock Springs, Wyoming 82901 no later than fifteen days prior to any installation construction.
- i. Resources expressly reserves for itself all rights granted or permitted under its Easements. These rights include, but are not limited to, the right of Resources to use and maintain its Easements in the performance of its duty as a natural gas transmission company and the right of Resources to construct, maintain, repair, renew, use, operate, change, modify, or relocate any of its facilities along or across any part of its Easements, all or any of which may be freely done at any time by Resources.
- j. In the exercise by Licensee of any of its rights under this Agreement, Licensee shall not interfere in any way with the use by Resources of any of Resources' facilities now or hereafter located on its Easements or in any way impair the safety of such facilities.
- k. The License is nonexclusive, and Resources reserves the right to grant similar licenses to others and to make other

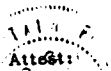
arrangements with third parties for the use of its Easements, providing the grant of a similar license does not interfere with Licensee's reasonable exercise of its rights under this Agreement.

- l. Licensee shall indemnify, save, defend and hold harmless Resources from and against all claims, loss, expense or liability arising out of, related to, or resulting from any death or injury to any person or any loss or damage to any property arising out of or related to this Agreement including, but not limited to, the exercise of any rights granted Licensee, the performance of any obligations of Licensee, or the existence of Licensee's Line.
- m. The rights granted under this Agreement shall not be assigned, either in whole or in part, without the prior written permission of Resources.
- n. This Agreement is effective only to the extent permitted by and consistent with the terms and provisions of Resources' Easements, and this Agreement and its terms and conditions are expressly limited or modified as necessary to comply with the terms and provisions of the individual Easements. Resources' Easements are filed of record in the County Recorder's Office for the County in which the lands subject to the Easements are located. Licensee shall obtain and review copies of the Easements in order that Licensee may be informed of the extent to which this Agreement may be so limited or modified.
- o. Subject to its other terms and conditions, this Agreement shall remain in effect as long as the Line remains in use by Licensee.
- p. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties.

THE LICENSE under this Agreement is granted and accepted effective the 10<sup>th</sup> day of April, 1986, by the authorized

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representatives of the respective Parties whose signatures are set forth below.



James C. Heland  
Notary Public

RESOURCES:  
MOUNTAIN FUEL RESOURCES, INC.

By A. J. Marushack  
A. J. Marushack, President and  
Chief Executive Officer

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

The foregoing instrument was acknowledged before me this 16<sup>th</sup>  
day of April, 1986, by A. J. Marushack, as President and  
Chief Executive Officer of Mountain Fuel Resources, Inc., a Utah corpo-  
ration.

WITNESS my hand and official seal

James M. Afford Jr.  
Notary Public  
Business Address:  
#79 South State St.  
Salt Lake City, Utah

NOTARY  
My Commission Expires:  
APRIL 16, 1988

Attest:  
\_\_\_\_\_  
Secretary

LICENSEE:  
CITY OF BOUNTIFUL, a municipal  
corporation, County of Davis, State  
of Utah

By Dean A. Stahl  
Mayor - City of Bountiful  
By John Johnson  
Recorder - City of Bountiful

STATE OF UTAH )  
COUNTY OF DAVIS ) ss.

The foregoing instrument was acknowledged before me this 17th day of March, 1986, by Dean S. Stahle and Arden F. Jenson, respectively, Mayor and Recorder of the City of Bountiful, a municipal corporation.

WITNESS my hand and official seal.



Mary P. Hoffmann  
Notary Public  
Business Address:  
790 So. 100 East  
Bountiful, Utah

My Commission Expires:

Sept. 1, 1988

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