

RETURNED

UTAH
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JUN 23 1989

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THIS AGREEMENT, dated the third day of July, 1957, by and between SALT LAKE REFINING COMPANY, a Nevada corporation, hereinafter termed Grantor, and MOUNTAIN FUEL SUPPLY COMPANY, a Utah corporation, hereinafter termed Grantee,

E# 861990 BK 1299 PG 353
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1989 JUN 23 2:30 PM FEE 10.00 DEP SHM
REC'D FOR MOUNTAIN FUEL SUPPLY COMPANY

WITNESSETH:

Grantor, for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid, receipt of which is hereby acknowledged, and in further consideration of the full and prompt performance of the things to be performed by Grantee as hereinafter set out and contained, hereby grants to Grantee, subject to termination as hereinafter provided and under the terms, conditions and provisions hereinafter contained, a right of way and easement to lay, construct, maintain, operate, repair, inspect, protect, renew, from time to time change the size of, and remove a pipe line, valves and valve boxes and other gas distribution facilities, for the transportation of gas under, along and across that certain real property situate in the County of Davis, State of Utah, and described as follows, to-wit:

The land of the Grantor located in the South Half of Section 11 and Southeast Quarter of Section 10, Township 1 North, Range 1 West, Salt Lake Base and Meridian.

The said pipe line is to be installed along the following described route:

Beginning at a point 16½ feet South and approximately 367 feet East of the center of Section 11, said point being 30 feet West of the West right of way line of D. & R.G.W. Railroad Company; thence West parallel with and distant 16½ feet from Grantor's North property line 4658 feet, more or less, to a point on the East right of way line of the Davis County Industrial Road. Also beginning at a point approx. 5 feet South and 879 feet East of the center of Sec. 10, thence North 82° 13' West 40.08 feet to the mid-section line.

Grantee shall provide and maintain adequate cathodic protection facilities so as not to interfere with or cause damage to Grantee's and Salt Lake Pipe Line Company's lines which now are or may in the future be in the area and under cathodic protection.

Grantor agrees not to erect or construct any structure which will interfere with Grantee's access to its line within 16½ feet of said line, subject to relocation as provided hereinafter.

01-102-0005
01-105-0001, 0002, 0003
01-106-0001

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MOUNTAIN FUEL SUPPLY COMPANY
P.O. BOX 11360
SALT LAKE CITY, UT 84139
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Grantee shall not interfere with or obstruct the use of said premises by Grantor, or injure or interfere with any person or property on or about said premises.

Grantee, in the exercise of the rights granted to it hereunder, shall not do or permit to be done any welding or operations involving sparks or flame which could cause fire or explosion, without prior consent of Grantor, and then only subject to and in accordance with the provisions hereof and such other conditions as may be expressed in said consent.

Grantee shall bury its pipe line so that it will pass at least twelve (12) inches beneath previously laid pipe lines which it may cross, and so that they will be at all points at least twenty-four (24) inches below the surface of the ground, and shall promptly and properly back-fill all excavations made by or for Grantee on the premises.

Whenever, in the opinion of Grantor, said pipe line interferes with Grantor's use of or operations under the premises, Grantee shall, at its own expense and risk, within sixty (60) days after written request therefor by Grantor, lower or relocate and reconstruct said pipe line upon and across said premises to the depth or along the route specified by Grantor in such request, and shall restore said premises as nearly as possible to the same state and condition they were in prior to the lowering or prior to the reconstructing of said pipe line, as the case may be.

Grantee and its employees and agents, at any and all times when necessary, shall have free access to the said pipe line, over such reasonable route as Grantor may designate or approve, for the purpose of exercising the rights hereby granted.

This grant of right of way is personal to Grantee and shall not be assigned by Grantee in whole or in part, without the written consent of Grantor first being had. No written consent by Grantor hereunder shall be deemed a waiver by Grantor of any of the provisions hereof, except to the extent of such consent.

It is further understood and agreed that this agreement and the rights and privileges herein given Grantee, shall terminate in the event that Grantee shall fail, for a period of one year, to maintain and operate said pipe line.

In the event of the termination of this grant of right of way, Grantee shall thereupon, at its own expense and risk, remove all pipe and any other property placed by or for Grantee upon said land, and restore said premises as nearly as possible to the same state and condition they were in prior to the construction of said pipe line, but, if it should fail to do so within sixty (60) days after such termination, Grantor may so do, at the risk of Grantee, and all cost and expense of such removal and the restoration of said premises as aforesaid, together with interest thereon at the rate of six per cent per annum, shall be paid by Grantee upon demand; and in case of a suit to enforce or collect the same, Grantee agrees to pay Grantor in addition a reasonable attorney's fee to be fixed and allowed by the court.

Upon the termination of the rights hereby granted, Grantee shall execute and deliver to Grantor, within thirty (30) days after service of a written demand therefor, a good and sufficient quitclaim deed to the rights hereby granted. Should Grantee fail or refuse to deliver to Grantor a quitclaim deed, as aforesaid, a written notice by Grantor reciting the failure or refusal of Grantee to execute and deliver said quitclaim deed, as herein provided, and terminating said grant shall, after ten (10) days from the date of recordation of said notice, be conclusive evidence against Grantee and all persons claiming under Grantee of the termination of said grant.

Grantee shall and will pay, before the same become delinquent, all charges, taxes, rates and assessments upon or against said pipe lines and any other property or improvements placed by or for Grantee upon said premises, but Grantor may, at all times after any delinquency, pay and discharge all of such delinquent charges, taxes, rates and assessments, after reasonable verification thereof, and all such payments so made by Grantor, with interest thereon at the rate of six per cent per annum from date of payment, will be paid by Grantee upon demand. The amount of such payments and interest shall be a charge and lien against all pipe and other property placed by or for Grantee on said premises, and in case of a suit, after such demand, to enforce or collect the same, Grantee agrees to pay Grantor in addition thereto a reasonable attorney's fee to be fixed and allowed by the court.

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Grantee shall be responsible for, and shall pay the party or parties entitled to payment for, any damage to or loss of property, or injury to or death of person, that directly or indirectly may be caused by or arise or result from the exercise or enjoyment of any of the rights herein granted, and shall hold Grantor harmless from and indemnify it against any and all claims therefor. Such damage or loss, if suffered by Grantor and if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one thereof to be appointed by Grantor, one by Grantee, and the third by the two so appointed as aforesaid, and the award of such three persons, or any two of them, shall be final and conclusive.

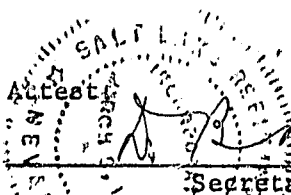
Any notice provided herein to be given by either party hereto to the other may be served by depositing in the United States Post Office, postage prepaid, a sealed envelope containing a copy of such notice and addressed to said other party at its principal place of business, and the same shall be sufficient service of such notice.

Grantee hereby recognizes Grantor's title and interest in and to the land over which the aforesaid right of way is hereby granted and agrees never to assail or resist Grantor's title or interest therein.

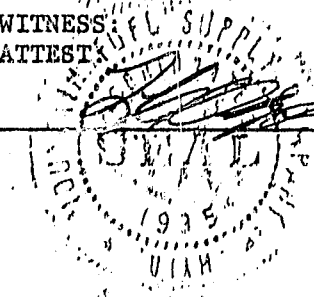
Except as otherwise provided herein, the terms and conditions of this agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

It is understood and agreed that this grant is made subject to all valid and existing licenses, leases, grants, exceptions and reservations affecting said premises.

IN WITNESS WHEREOF, the said parties hereto have caused this agreement to be executed in duplicate by their proper officers, who are thereunto duly authorized.

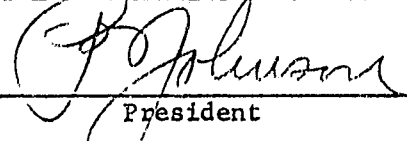


Secretary

WITNESS:
ATTEST:


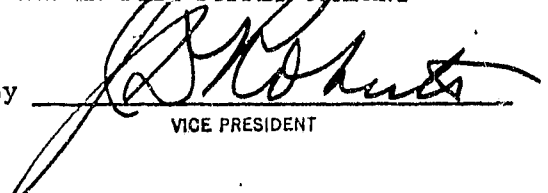
1935
UTAH

SALT LAKE REFINING COMPANY

By 

President

MOUNTAIN FUEL SUPPLY COMPANY

By 

VICE PRESIDENT

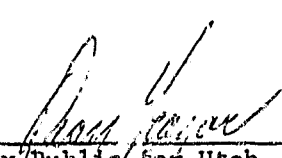
RETURN TO:
MOUNTAIN FUEL SUPPLY COMPANY
P.O. BOX 11368
SALT LAKE CITY, UT 84139
ATTENTION: RIGHT-OF-WAY
GO 306

SEPL-383 (6/57)

UT 4420

STATE OF UTAH)
)
COUNTY OF DAVIS) ss.

On the 3rd day of July, 1957 personally before me P. N. Johnson and D. B. Barlow, who being by me duly sworn did say that they are the President and Secretary of the SALT LAKE REFINING COMPANY, and that said instrument was signed in behalf of said corporation by authority of its bylaws, and said P. N. Johnson and D. B. Barlow acknowledged to me that said corporation executed the same.

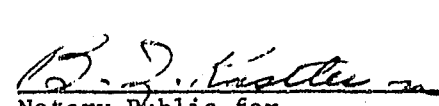


Notary Public for Utah
Residing at Salt Lake City

My commission expires: June 23, 1959

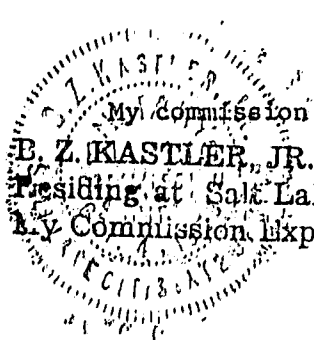
STATE OF *Utah*)
)
COUNTY OF *Salt Lake*) ss.

On the 12th day of *July*, 1957, personally appeared before me *J. D. ROBERTS* and *L. C. OLPIN*, who being by me duly sworn did say that they are the VICE PRESIDENT and SECRETARY of MOUNTAIN FUEL SUPPLY COMPANY and that said instrument was signed in behalf of said corporation by authority of its bylaws or by resolution of its board of directors, and said *J. D. ROBERTS* and *L. C. OLPIN* acknowledged to me that said corporation executed the same.



Notary Public for
Residing at

My commission expires:

B. Z. KASTLER, JR., Notary Public
Residing at Salt Lake City, Utah
My Commission Expires Oct. 4, 1959

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