

789 J. L. Linnell
2940 Wash Blvd

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BOOK **797** PAGE **330**

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EASEMENT
- REF ONLY -

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FILED AND RECORDED FOR
Mountain Fuel Supply Co
1965 FEB 9 PM 12 00

D E E D

RUTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *Ruth Eames Olsen*

from

UNION PACIFIC RAILROAD COMPANY

to

MOUNTAIN FUEL SUPPLY COMPANY

PARTS OF 4176X RT; FOLLOWS 4199 RT

Dated November 25, 1964.

Covering easement for gas pipe
line in
Weber County, Utah.

ORIGINAL

4-24-64

THIS DEED, made this 25th day of November, 1964, between UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah, Grantor, party of the first part, and MOUNTAIN FUEL SUPPLY COMPANY, a corporation of the State of Utah, Grantee, party of the second part:

WITNESSETH, That the said Grantor, for and in consideration of the sum of One Dollar (\$1.00), to it paid by the said Grantee, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said Grantee, and unto its successors and assigns, a PERPETUAL EASEMENT for the construction, operation, maintenance, repair, renewal, reconstruction and use of a gas pipe line on, along and under the surface of the Grantor's right of way in Weber County, State of Utah, more particularly described as follows:

Commencing at a point on the Weber-Davis County line which is 2013.0 feet distant north from the south line of Section 24, Township 5 North, Range 2 West of the Salt Lake Meridian and 22.3 feet distant westerly, measured at right angles, from the center line of the main track of the Hill Field Branch of the Union Pacific Railroad Company as now constructed and operated, at Railroad Survey Station 255+68.8;

thence North 2° 39' 30" East along the center line of Mountain Fuel Supply Company's existing 20" gas pipe line a distance of 20.7 feet to a point 22.3 feet distant westerly, measured at right angles, from said center line of main track;

thence North 0° 07' 30" West a distance of 57.3 feet to a point on the inside south abutment of the Weber & Davis County Canal;

thence continuing North 0° 07' 30" West a distance of 243.0 feet to a point that is 21.25 feet distant westerly, measured at right angles, from said center line of main track at Railroad Survey Station 253+06.39 and which point is the true point of beginning of the relocated portion of the 20-inch gas pipe line hereby being described;

thence North 0° 42' East a distance of 83.0 feet to a point of curve to the right the radius of which is 1528.16 feet;

thence around said curve to the right along the following described courses:

North 2° 35' East a distance of 100.0 feet;
North 6° 07' East a distance of 100.0 feet;
North 9° 40' East a distance of 100.0 feet;
North 13° 13' East to the end of said curve at a point that is 31.0 feet distant northwesterly, measured at

right angles, from the relocated center line of the main track of said Hill Field Branch at Railroad Survey Station 248+34.17;

thence North 14° 30' East along a straight line that is parallel with and 31.0 feet distant northwesterly, measured at right angles, from said center line of the relocated main track of the Hill Field Branch a distance of 541.36 feet to a point of curve to the left the radius of which is 542.68 feet;

thence around said curve to the left along the following described courses:

North 6° 30' East a distance of 144 feet;
North 8° 40' West a distance of 144 feet;
North 23° 50' West a distance of 144 feet, more or less, to the end of said curve;

thence North 31° 00' West along a straight line tangent to the end of the last described curve a distance of 78.61 feet to a point of curve to the right the radius of which is 604.69 feet;

thence around said curve to the right along the following described courses:

North 25° 54' West a distance of 107 feet;
North 15° 28' West a distance of 107 feet;

thence North 9° 12' 41" West to a point in the existing pipe line which is approximately 38.7 feet distant westerly, measured at right angles, from said center line of main track of said Hill Field Branch at Railroad Survey Station 234+45.9.

TO HAVE AND TO HOLD the same unto the said Mountain Fuel Supply Company, its successors and assigns, so long as the facilities constructed by the Grantee shall be maintained, with the right of ingress and egress to and from the said right of way to operate, maintain, repair, renew, reconstruct and use the same. The Grantee agrees that none of the facilities to be installed pursuant to this right of way shall extend above the surface of the ground without the written consent of the Grantor. The Grantor shall fully use the said premises except for the purposes for which this right of way and easement is granted to the Grantee, provided such use does not interfere with the facilities constructed by the Grantee hereunder.

Grantee, by acceptance of this grant, agrees to hold harmless and indemnify the Grantor of and from any and all claims, actions and demands of every kind and character which may result from the construction, operation, maintenance, repair, renewal, reconstruction and use of the facilities of

Grantee; and, to at all times carry and maintain public liability and property damage insurance covering those portions of its pipe line system constructed and operated within the easement herein described in the amount of \$1,000,000.00 for each person injured and \$1,000,000.00 for each accident and at least \$1,000,000.00 for each accident resulting in property damage; and to furnish Grantor a Certificate of Insurance evidencing the same.

Grantee agrees further that its construction, operation, maintenance, repair, renewal, reconstruction and use of said twenty inch pipe line shall all be done in such a manner that it shall not interfere with the operation by Grantor of its train service in any manner whatsoever. During the construction contemplated, or in any maintenance, repair, renewal, reconstruction and use thereafter, Grantee agrees to keep well marked and lighted all excavation, dirt pilings, equipment and pipe, and to keep Grantor informed from day to day of the location of the same.

Grantee agrees further that it shall be solely responsible for any possible damage it may cause to the facilities of any other person now located in Grantor's right of way.

Grantee agrees further that it shall place carrier pipe or protective casing around its twenty inch pipe line at any point where it passes under a spur track or tracks of Grantor whether the spur track or tracks be now in existence or be hereafter constructed, and that the minimum depth of said twenty inch pipe line under such spur track or tracks shall be thirty-six (36) inches from the surface of the ground to the top of the protective pipe or casing. Grantee agrees further that, except as herein otherwise specified, and excepting those places where it is physically impossible to comply herewith, such as at bridges and overpasses, that said twenty-inch pipe line shall at all places be at a minimum depth of thirty (30) inches from the present surface of the ground to the top of said twenty inch pipe line.

Grantee agrees further that it shall comply with all State and Federal regulations respecting proper above ground clearance standards from the center line of Grantor's railroad tracks.

Grantee agrees that all of Grantor's facilities shall be returned to as nearly as may be the condition they were in prior to any construction, maintenance, repair, renewal, or reconstruction of said twenty inch pipe line.

In the event Grantor, in order to in any manner protect its right of way and the facilities thereover, is caused

to do any work, or in any manner incur any expense, by reason of any type of emergency or other condition, caused in whole or in part through the construction, operation, maintenance, repair, renewal, reconstruction and use of said twenty inch pipe line, Grantee agrees to reimburse Grantor for any of such expense.

The construction, operation, maintenance, repair, renewal and reconstruction and any and all modifications of Grantee's facilities shall be done in a good, safe and workmanlike manner and only after ten days' written notice to the Grantor, except in case of emergency when written notice may be dispensed with. Specifications and plans therefor shall be filed with the Grantor and become a part of this grant by reference.

The Grantor shall not build or construct nor permit to be built or constructed any building or enclosed structure over or across the facilities constructed hereunder by the Grantee without the written consent of Grantee. This right of way grant shall be binding upon and inure to the benefit of the successors and assigns of the Grantor and the successors and assigns of the Grantee.

IN WITNESS WHEREOF, said UNION PACIFIC RAILROAD COMPANY has caused these presents to be signed by its President and attested by its Assistant Secretary, and its corporate seal to be hereunto affixed this 25th day of November, 1964.

In Presence of:

UNION PACIFIC RAILROAD COMPANY,

Attest:

J. H. [Signature]
Assistant Secretary

(Seal)

By

[Signature]
President

Comp.

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss.

On this 25th day of November, 1964, before me, a Notary Public in and for said County in the State aforesaid, personally appeared A. E. Stoddard, to me personally known, and to me personally known to be the President of UNION PACIFIC RAILROAD COMPANY, and to be the same person whose name is subscribed to the foregoing instrument, and who, being by me duly sworn, did say that he is President of Union Pacific Railroad Company; that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors; and the said A. E. Stoddard acknowledged said instrument to be his free and voluntary act and deed, and the free and voluntary act and deed of said corporation, by it voluntarily executed, for the uses specified therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires July 28, 1969.

G. T. Cengel
Notary Public

Residing at Omaha, Nebraska

(Seal)

Comp.

