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AGREEMENT FOR EASEMENT

THIS AGREEMENT is entered into this 5th day of November 197 9, between UTAH & SALT LAKE CANAL COMPANY, hereinafter called First Party, and (1) MOUNTAIN FUEL SUPPLY COMPANY, hereinafter called Second Party.

WHEREAS, First Party is the owner of a canal that courses generally northwesterly in Salt Lake County, Utah, between Utah Lake and Great Salt Lake, and

WHEREAS, Second Party desires to construct, operate and maintain a (2) 4-inch natural gas I.H.P. pipeline

at the exact location and in the exact manner hereinafter described, and

WHEREAS, First Party will allow the construction, operation and maintenance of what is described in the last preceding paragraph but only strictly according to the following terms and conditions to which Second Party agrees to fully comply.

NOW, THEREFORE, in consideration of the promises hereinafter set forth, the parties agree as follows:

1. Subject strictly to the terms and conditions hereinafter set forth, First Party grants to Second Party an easement to construct, operate and maintain a (3) 4-inch natural gas I.H.P. pipeline

_____ and at the location and in the manner hereinafter described: (4) a 12.0 foot easement located at 10790 South 2200 West, Salt Lake County, Utah, beginning at a point that is located 17.27 feet East and 1450.95 feet South from the West Quarter corner of Section 15, Township 3 South, Range 1 West, S.L.B&M., thence S.56°25'30"E. 44.4 feet, thence S.33°34'30"W. 63.4 feet.

2. Second Party will, without cost or expense to First Party, perform the construction referred to in Paragraph 1 of this Agreement in a manner acceptable to a person or persons designated to oversee and approve said construction by First Party, it being understood by Second Party that this grant of the easement contained herein is made strictly upon the condition that all construction be done in such a manner, and within

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KATIE L. DIXON
RECORDER
SALT LAKE COUNTY,
UTAH
DEC 21 9 19 AM '79
MOUNTAIN FUEL SUPPLY CO.
FILED OF SEP
REF. *[Signature]*

the sole judgment of First Party's representative that there will be no leaking in either the bottom or sides of the canal in the vicinity of the construction and so that the canal shall be restored following the construction to its condition and strength as it was prior to the construction being made; that if demand is made upon Second Party by First Party, Second Party agrees to cover with a concrete apron or other apron of suitable material the bottom and sides of the canal at the construction site.

3. Second Party agrees, without cost or expense to First Party, to forever maintain and operate said easement in a manner that shall not in any manner interfere with or impede the use of the canal as it was before the construction or in any manner interfere with the flow of water there-through. In this regard and upon notice of defect or problem being given to it by First Party, Second Party agrees to forthwith correct or repair said defect or problem at its own expense and to the satisfaction of First Party.

4. Second Party agrees to pay to First Party such reasonable expense as is incurred by First Party in having its representatives supervise, inspect and approve the Second Party in its construction, operation and maintenance of said easement and, in the manner provided for herein, it being the intention of the parties that whereas the easement is granted by First Party to Second Party without cost, that all reasonable expenses incurred by First Party in carrying out the terms of this Agreement, both during construction or in the operation or maintenance of said easement thereafter, shall be reimbursed to First Party by Second Party.

5. Second Party agrees to compensate First Party for any damages that First Party may suffer as a result of the construction, operation and maintenance of said pipe and easement under the First Party's canal. Further, Second Party agrees to indemnify and save harmless First Party against any and all loss and expense, including attorney's fees and other legal expenses by reason of liability imposed or claimed to be imposed by law upon First Party, for damage because of bodily injuries, including death, at any time resulting therefrom or on account of damage to property, sustained by any

person or persons arising out of or in consequence of the construction, operation and maintenance of said easement under First Party's canal, whether or not such bodily injury, death or damage to property arises or is claimed to have arisen, in whole or in part, out of the negligence of Second Party or upon any other grounds of legal liability, including violation of any duty imposed by a statute, ordinance or regulation on the part of Second Party, its sub-contractors, First Party, the employees or agents of any of them, or any other person or organization, but excluding only any liability caused by the sole negligence or wilful conduct of the First Party.

6. In the event First Party is required to bring any legal action to enforce the terms of this Agreement, either before or after suit, Second Party agrees to pay all costs incurred by the First Party including court costs and a reasonable attorney's fee.

Dated the day and year first above written.

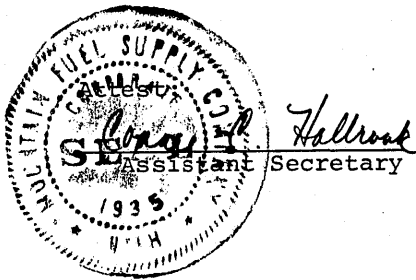
FIRST PARTY

By John R. Sutton

SECOND PARTY

MOUNTAIN FUEL SUPPLY COMPANY

By C. F. Coleman
Senior Vice President



Approved: _____
Property: 9005
Form: 100
D & O: 200
Trans: _____

BOOK 5011 PAGE 41

STATE OF UTAH)
COUNTY OF Salt Lake)
ss.

Personally appeared before me a notary public on the 5th day
of November, 1979, John R. Sutton,
who duly acknowledged to me that he executed Agreement for Easement for
and on behalf of First Party, Utah and Salt Lake Canal Company, and that
he was duly authorized to execute said Agreement on its behalf.

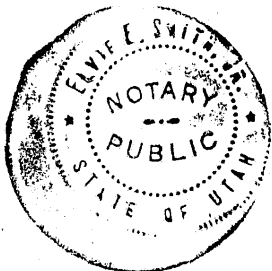


Marilyn Spainhower
Notary Public
Residing at: S.L.C.

My Commission Expires:
Nov. 2, 1982

STATE OF UTAH)
COUNTY OF Salt Lake)
ss.

Personally appeared before me a notary public on the 5th day of
November, 1979, C. F. COLEMAN, Senior Vice President,
and CONNIE C. HOLBROOK, Assistant Secretary
who duly acknowledged to me that they executed the foregoing Agreement
for Easement for and on behalf of Second Party, MOUNTAIN FUEL SUPPLY
COMPANY and that they ^{were} ~~was~~ duly authorized to
execute said Agreement on its behalf.



Elvie E. Smith
Notary Public
Residing at: Keams Utah

My Commission Expires:
April 7, 1982