

LICENSE AGREEMENT

Entry No. 156938 Book 77135
RECORDED 6-20-79 at 3:01 M Page 530
REQUEST of Mountain Fuel Supply Co. 530
FEE \$ 6.50 WANDA Y. STATES, SUMMIT CO. RECORD
INDEXED By Wanda Y. States

THIS AGREEMENT, made and entered into this 29th day of April, 1979, by and between MOUNTAIN FUEL SUPPLY COMPANY, a corporation of the State of Utah (hereinafter called "Company"), and COALVILLE CITY, a Municipal corporation of the State of Utah (hereinafter called "Licensee").

WITNESSETH:

WHEREAS, Company owns a right of way 50 feet in width in Sections 4 and 9, Township 2 North, Range 5 East, Salt Lake Base and Meridian, Summit County, Utah; and

WHEREAS, Licensee desires to construct and thereafter maintain two (2) water line crossings over and across said Right of Way to serve a land disposal system of domestic wastewater effluent;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

For and in consideration of the covenants and conditions hereinafter mentioned to be by Licensee kept, observed and performed, and upon the conditions hereinafter stated, the Company hereby grants unto the Licensee the right to construct and maintain said encroachments hereinbefore described. It being hereby stipulated that a waiver by Company of any breach of any of the conditions, covenants and agreements herein contained, shall in no way impair the right of the Company to avail itself of any subsequent breach.

The foregoing license is subject and subordinate to the prior and continuing right and obligation of the Company to use and maintain its entire right of way in the performance of its duty as a natural gas utility company, and is also subject to the right and power of the Company to construct, maintain, repair, renew, use, operate, change, modify, or relocate any of its facilities along or across any part of said right of way, all or any of which may be freely done at any time or times by the Company without liability to Licensee or other party for compensation or for damages.

BOOK # 135 PAGE 530

The water lines are to be installed with a minimum of one foot below our 14 inch gas line. No cutting or filling is to take place on said Right of Way except where heavy equipment is to cross pipelines, then an additional 36 inches of cover will be installed over pipelines at these crossings, which is to be removed after construction operations are completed. Licensee will give Mountain Fuel Supply Company 48 hours notice before commencement of work over Right of Way begins.

The encroachments of Licensee herein specified shall be constructed and at all times maintained and used in such manner as to cause no interference whatever with the constant, continuous and uninterrupted use of facilities in said right of way by Company and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

This license may be cancelled at any time by the Company upon fifteen (15) days written notice to the Licensee. Within fifteen (15) days after receipt of notice, Licensee shall, at its sole expense, remove all or any part of the encroachments herein specified, to the satisfaction of the Company. Company may, if its operations require, remove said encroachments without liability to Licensee.

The terms and conditions of this License shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first herein written.

MOUNTAIN FUEL SUPPLY COMPANY

ATTEST:
W. Keen
Assistant Secretary

By C. F. Coleman
Senior ~~XXXXXX~~ Vice President

BOOK # 135 PAGE 531

Approved: WU
Proposed: WU
Filed: WU
Trans: WU

COALVILLE CITY CORPORATION

ATTEST:
James L. Reed
City Recorder

By W. Alton Ball
Mayor

(SEAL)

STATE OF UTAH)
 : ss
County of Salt Lake)

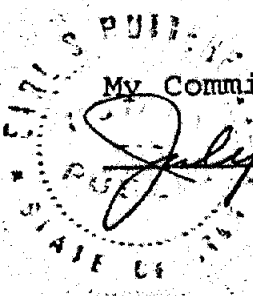
On the 18th day of June, 1979, personally appeared before me C. F. COLEMAN and R. M. KIRSCH, who being duly sworn, did say that they are the ~~Executive~~ ^{Senior} Vice President and Assistant Secretary, respectively, of MOUNTAIN FUEL SUPPLY COMPANY, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and said C. F. COLEMAN and R. M. KIRSCH acknowledged to me that said corporation duly executed the same.

My Commission Expires:

July 14, 1981

Earl Butterfield
Notary Public

Residing at Midvale, UT



STATE OF UTAH)
 : ss
County of Summit)

On the 5 day of April, 1979, personally appeared before me Alton Ball and Janel Rees who being duly sworn, did say that they are the Mayor and City Recorder, respectively, of COALVILLE CITY, a Municipal Corporation, and that the foregoing instrument was signed on behalf of said municipal corporation by authority of a resolution by its Board of City Commissioners of Coalville City, and said Mayor and City Recorder acknowledged to me that said corporation duly executed the same.

My Commission Expires:

Jan 1-1983

Janel Rees
Notary Public

Residing at Coalville, UT

BOOK 135 PAGE 532