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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SL CITY DEPT. OF AIRPORTS  
PO BOX 145550  
SLC UT 84114-5550  
BY: DDK, DEPUTY - WI 4 P.

## RECORD CERTIFICATION

**STATE OF UTAH,**  
City and County of Salt Lake,

I, Janyce Fowles, Records Clerk/Office Technician II of Salt Lake City, Utah, do hereby certify that this document is a full, true and correct copy of Easement for the Chevron Pipeline

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of said City, this 19th day of March 2013.

Signature



Presented to the Board of Commissioners  
AND APPROVED

11-14-78  
*C. J. ...*

DEC 12 1978

*Mildred V. Higham*  
CITY RECORDER

E A S E M E N T

SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter "CITY," hereby quitclaims to CHEVRON PIPELINE COMPANY, a corporation,

hereinafter "GRANTEE," for valuable consideration, the receipt and sufficiency of which is hereby acknowledge, an easement for the installation and maintenance of a fuel pipeline to serve the Air National Guard's fuel terminal on the east side of the Salt Lake City International Airport,

upon, over, under and across the following described land, situated in Salt Lake County, State of Utah, to-wit:

An easement 10-feet wide and being 5-feet in width on each side of the following described centerline:

Beginning at a point on an existing Chevron Pipe Line Company easement and being 8.0 feet East of the Westerly right-of-way fence line of 2200 West Street and 283.5 feet, more or less, South from the North line of Section 28, T.1 N., R.1 W., S.L.B. & M.; running thence S.0°02'38"W. 2,500.0 feet, more or less; thence N.89°57'22"W. 900.0 feet, more or less, to the U.A.N.G. fuel farm.

*OK 11-17  
12-27-78*

By acceptance or use hereof, Grantee agrees to be bound by and accepts this easement subject to the following terms and conditions:

1. The rights granted hereunder are non-exclusive and the premises indicated herein are subject to being used for utility or other purposes by such person the City may designate at any time.

2. Grantee shall not disturb any existing sewer, water, or other utility lines within the boundaries of the easement granted.

3. Grantee's said facilities shall be installed as nearly as possible in the center of the described premises.

4. Grantee will comply with all applicable City ordinances, state and county laws in the installation, maintenance or removal of said facilities, and within thirty (30) days of complete installation, Grantee will submit a complete set of as constructed plans and specifications to the City Engineer.

5. After installation of said facilities, Grantee will, at its sole expense, restore the surface of any land disturbed by Grantee within said premises as nearly as possible to its original condition. If said damage is not properly repaired or restored to its original condition and Grantee fails to effect said restoration within a reasonable period of time, to be determined by City, after receipt of written notice from City, City may restore or have the surface and/or damage repaired at the entire expense of Grantee.

6. No supervision or advisory control, if any, exercised by City or in its behalf, shall relieve Grantee of any duty or responsibility to the general public nor relieve Grantee from any liability for loss, damage or injury to persons or property sustained by reason of the installation, maintenance or removal of Grantee's facilities, nor of Grantee's liability for damage to City's premises; and Grantee agrees to indemnify and save harmless City, its agents and employees from any and all claims, loss or expense, including attorney's fees, that may arise out of the construction, maintenance, removal or use of said facilities by Grantee.

7. City shall have the right at such times and in such a manner as it deems necessary to construct roads, or to carry out other City purposes over, across and through the premises covered by this

easement, and when Grantee's facilities interfere with any City purpose, upon receipt of written notice from City, Grantee will, as requested, remove, relocate or adjust those of its facilities designated within a reasonable time after such notice and at the entire expense of Grantee.

8. In the event Grantee shall fail to perform or comply with any term or condition hereof, this easement shall immediately terminate and cease as though it had never been granted and Grantee shall have a reasonable time, to be determined by City, in which to remove its said facilities.

9. Grantee shall not assign any of its rights hereunder without the prior written consent of City.

10. In the event Grantee ceases to use any of the premises for the purposes herein described for a period of more than one calendar year, then this easement shall cease and terminate, and Grantee will, upon City's written request, remove all remaining facilities at Grantee's sole expense.

WITNESS the hand of City this 12th day of December, 1978

SALT LAKE CITY CORPORATION

By Jennings Phillips, Jr.  
TEMPORARY CHAIRMAN

Mildred V. Higham  
CITY RECORDER

STATE OF UTAH )  
: ss.  
County of Salt Lake)

On the 12th day of December, 1978, personally appeared before me Jennings Phillips, Jr. and Mildred V. Higham, who, being by me duly sworn did say that they are the Temporary Chairman and City Recorder, respectively, of Salt Lake City, a municipal corporation of the State of Utah; that said easement was executed by them on behalf of Salt Lake City by authority of a motion duly passed by the Board of Commissioners of Salt Lake City on the 12th day of December, 1978, and that said persons duly acknowledged to me that said corporation executed the same.

My Commission Expires:  
1-8-79

Katherine L. Barsnick  
NOTARY PUBLIC, residing in  
Salt Lake City, Utah