

AGREEMENT

THIS AGREEMENT, made and entered into this 24 day of April, 1957, by and between BAMBERGER RAILROAD COMPANY, a Utah corporation, with its principal place of business situated in Salt Lake City, Utah, hereinafter referred to as Railroad Company, and MOUNTAIN FUEL SUPPLY COMPANY, a Utah corporation, with its principal place of business situated in Salt Lake City, Utah, hereinafter referred to as Gas Company,

## WITNESSETH:

WHEREAS, Gas Company desires to utilize a portion of Railroad Company property in Davis and Weber Counties for the purpose of constructing, operating, maintaining and replacing a twenty inch gas pipe line and related gas distribution facilities, and Railroad Company desires to grant Gas Company right of way therefor; and

WHEREAS, the exact legal description of the location of said gas facilities will not be known until the said facilities are installed and constructed;

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained and the further consideration of Twelve Thousand Five Hundred Dollars (\$12,500.00) paid by Gas Company to Railroad Company, receipt of which is hereby acknowledged by Railroad Company, the parties hereto agree as follows:

## I. Railroad Company agrees:

1. To permit Gas Company to enter upon Railroad Company property and construct said twenty inch gas pipe line and related facilities at approximately the following locations:

Beginning at a point which is South 89° 31' East 1744.30 feet, and South 0° 54' 30" West 33 feet, and South 43° 14' East 588.63 feet, and South 47° 23' West 21.6 feet from the Northwest corner of Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian, which point is also approximately 48 feet South of Railroad Company pole No. 2234 (or Railroad Company Station No. 1108/82.6) and 13 feet Northeast of the Southwesterly right of way line of the Railroad Company property, Davis County, Utah, and running thence to a point in Weber County, Utah, South 89° 34' West 1128.95 feet, and South 12° 45' West 2100.0 feet, and North 77° 40' West 75.0 feet from the North Quarter Corner of Section 13, Township 5 North, Range 2 West, Salt Lake Base and Meridian, which point is on the westerly right of way line of Railroad Company property at Railroad Company Station No. 1632/81.0 and approximately 50 feet South of Pole 31-21, a distance of approximately 8.79 miles, more or less, of which approximately 39,778.4 feet are located in Davis County and 6,620 feet in Weber County; said facilities to be constructed along a line situated approximately 5 feet east or easterly of and running parallel to the west or westerly property line of the Railroad Company except at the following locations:

(i) Beginning at a point south of Gentile Street where Gas Company 10 inch high pressure gas line crosses Railroad Company property; this point being approximately 48 feet South of Railroad Company Pole No. 2234 (or Railroad Company Station No. 1168/82.6) and 13 feet East of the West property line of Railroad Company, and proceeding in a northerly direction approximately 1,000 feet to Station No. 1176-25 and 18 feet West of center line

of track; thence angling to a location 25 feet West of center line of track at Station No. 1177-45 in order to cross spur track, thence north approximately 685 feet to Station No. 1184-30 where the location will again be 5 feet East of the West property line of Railroad Company.

(ii) At a point 50 feet South of the South side of Davis and Weber County Canal Company bridge in Clearfield, angle to a location 12 feet East of the West property line of Railroad Company in order to build an overhead crossing over the canal, thence in a northerly direction approximately 1,380 feet to a location 5 feet East of the West property line of Railroad Company.

(iii) 200 feet South of the arsenal station road angle to a location 12 feet West of the center line of the track in order to go by the arsenal station. Immediately north of the station angle to a location 38 feet West of the center line of the track for 450 feet to a location 5 feet East of the West property line of Railroad Company.

(iv) At approximately 2,350 feet North of the Clinton Road where the Davis and Weber County Canal crosses the Bamberger right-of-way angle to a location 17 feet East of the West property line of Railroad Company in order to make an overhead canal crossing, thence angling to a location 8 feet East of the West property line of Railroad Company for 300 feet along the East side of the concrete lined ditch, thence angling to a location 5 feet East of the West property line of Railroad Company.

X(v) At approximately 600 feet North of the Roy Road angle to a location 12 feet East of the West property line of Railroad Company because of a widening of the right-of-way. This point is immediately East of an irrigation canal on said right-of-way, and continuing northerly to a point 2 feet East of the West abutment of the Riverdale Road highway bridge, thence northerly to the South side of the Davis and Weber County Canal, and located 23 feet East of the West property line of Railroad Company where an overhead crossing of the canal will be made, thence North to a point 50 feet South of Railroad Company Pole No. 3121 where the gas line would leave Railroad Company property and enter the county road.

2. To execute and deliver to Gas Company a Right of Way Grant on the form and in substance as shown on Exhibit "A", attached hereto and incorporated herein by reference, after said construction is completed and within twenty days after complete legal description of the location of said facilities is furnished by Gas Company to Railroad Company.

II. Gas Company agrees:

1. To construct said facilities in accordance with provisions of this agreement and the provisions of Exhibit "A" attached hereto.

2. To furnish Railroad Company with a legal description of the location of such facilities after construction is completed.

III. The parties hereto understand that the exact location of Gas Company facilities constructed hereunder may vary from the description above set forth as conditions met during construction may require, and such variances may be made upon written permission of

Railroad Company as construction proceeds. None of such facilities shall be constructed under or east of the main line tracks of the Railroad Company. Should it appear desirable on the part of the Gas Company, during construction, that such construction be done under or east of said main line tracks, then Gas Company shall procure the written consent of Railroad Company before so proceeding. It is mutually agreed that as of the date hereof, it is contemplated by both parties that all construction shall be west of a point at least eleven feet from the center line of Railroad Company's main line tracks, except as provided in the above described exceptions. The parties hereto agree to consult and confer concerning variances from time to time as construction proceeds so that the exact description as finally furnished will be satisfactory to both parties for use in completing Exhibit "A" attached hereto.

Executed this 24 day of April, 1957.

Attest:
M. B. Olsen, Assistant Sec.-Treasurer
Circular notary seal for M. B. Olsen, Notary Public, State of Utah, Commission Expires Oct. 4, 1959.

BAMBERGER RAILROAD COMPANY

By Lee Aikin, President

Attest:
L. C. Olpin, Secretary
Circular notary seal for L. C. Olpin, Notary Public, State of Utah, Commission Expires Oct. 4, 1959.

MOUNTAIN FUEL SUPPLY COMPANY

By J. D. Roberts, Vice President

STATE OF UTAH )
County of Salt Lake ) ss

On the 24 day of April, 1957, personally appeared before me LEE AIKIN and M. B. OLSEN, who, being duly sworn, did say that they are the President and Assistant Secretary-Treasurer, respectively of BAMBERGER RAILROAD 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 LEE AIKIN and M. B. OLSEN acknowledged to me that said corporation executed the same.

Notary Public

My commission expires: 4/20/59

Residing at Salt Lake City

Notary seal for Notary Public, State of Utah, Commission Expires Oct. 4, 1959.

On the 24 day of April, 1957, personally appeared before me J. D. ROBERTS and L. C. OLPIN, who, being duly sworn, did say that they are the Vice President and 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 J. D. ROBERTS and L. C. OLPIN acknowledged to me that said corporation executed the same.

B. Z. Kastler, Notary Public

My commission expires:

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

Residing at

## RIGHT OF WAY AND EASEMENT GRANT

BAMBERGER RAILROAD COMPANY, a corporation of the State of Utah, Grantor, does hereby give, grant and convey to MOUNTAIN FUEL SUPPLY COMPANY, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement to lay, maintain, operate, repair, inspect, protect, remove and replace a twenty (20) inch pipe line and associated valves, valve boxes and taps along the property of the said Railroad Company in Davis and Weber Counties, State of Utah, the center line of said right of way and easement to extend along the Railroad Company property as follows, to-wit:

(Legal Description to be inserted when construction completed.)

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 Gas Company shall be maintained, with the right of ingress and egress to and from the said right of way to maintain, operate, repair, inspect, protect, remove and replace 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 and replacement of the facilities of Grantee; and, to at all times carry and maintain public liability and property damage insurance covering those portions of its pipeline system constructed and operated within the easement herein described in the amount of \$1,000,000 for each person injured and \$1,000,000 for each accident and at least \$1,000,000 for each accident resulting in property damage; and to furnish Grantor with Certificates of Insurance evidencing the same.

Grantee agrees further that its construction, maintenance, operation, repair, inspection, protection, removal or replacement of said twenty inch pipe line shall all be done in such a manner that it shall not interfere with the operation by railroad company of its train service in any manner whatsoever. During the construction contemplated, or in any maintenance, repair, inspection, replacement or removal thereafter, Grantee agrees to keep well marked and lighted all excavation, dirt pillars, equipment and pipe, and to keep railroad company 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 railroad company'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 railroad company 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 Railroad Company's railroad tracks.

Grantee agrees that all of Railroad Company's facilities shall be returned to as nearly as may be the condition they were in prior to any construction, reconstruction, maintenance, removal or replacement 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 incurs any expense, by reason of any type of emergency or other condition, caused in whole or in part through the construction, maintenance, operation, repair, inspection, protection, removal or replacement of said twenty inch pipe line, Grantee agrees to reimburse Grantor for any of such expense.

The construction, operation, maintenance, repair, replacement 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, the Grantor has caused its corporate name and seal to be hereunto affixed this \_\_\_\_ day of \_\_\_\_\_, 1937.

Witness: \_\_\_\_\_

W. A. Olson, Assistant Sec. - Treasurer  
\_\_\_\_\_ President

County of Salt Lake )  
State of Utah ) ss

On the \_\_\_\_\_ day of \_\_\_\_\_, 1937, personally appeared before me L. J. \_\_\_\_\_ and W. A. Olson, who, being duly sworn, did say that they are the President and Assistant Secretary-Treasurer, respectively, of \_\_\_\_\_, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and said L. J. \_\_\_\_\_ and W. A. Olson acknowledged to me that said corporation duly executed the same.

\_\_\_\_\_ Notary Public  
My commission expires: \_\_\_\_\_  
Residing at: \_\_\_\_\_

*Handwritten signature and initials*

*call Mr. Lander*

258-1710

*760*

BOOK 545 PAGE 329

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STATE OF UTAH } SS  
COUNTY OF WEBER }

FILED AND RECORDED FOR

*M. Full Supply Co*  
APR 25 11 18 AM '57

IN BOOK 545 OF RECORDS  
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DOROTHY B. CAMPBELL  
COUNTY RECORDER

*Dorothy B. Campbell*

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