

Presented to the Board of Commissioners
AND APPROVED

JUL 25 1979

3359228

Mildred V. Higham
CITY RECORDER

E A S E M E N T

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 7/17/79
By Re. Wentz

SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter CITY, hereby quitclaims to MOUNTAIN FUEL SUPPLY COMPANY, a corporation of the State of Utah, hereinafter GRANTEE, its successors and assigns for the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, an easement sixteen (16) feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities, hereinafter collectively called "FACILITIES", over, across and through the following described land situated in Salt Lake County, State of Utah, Section 8, Township 2 South, Range 1 East, Salt Lake Base and Meridian, the center line of which is as follows:

Beginning at a point North 1089.15 feet and West 686.66 feet from the Southeast corner of the Northeast Quarter of said Section 8; said point also being on grantor's East property line; thence N.89°5'8"W. 35.1 feet; thence S.0°48'28"W. 73.5 feet; thence N.89°11'32"W. 37.5 feet.

*443
7-9-79*

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 which persons and as 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

Recorded at Request of
at 4.00 Fee Paid \$ 6.00 KATIE L. DIXON, Recorder, FICV 1 1979
Salt Lake County, Utah, By [Signature] Dept. Date

MOUNTAIN FUEL SUPPLY CO.

BOOK 4977 PAGE 1074

ordinances, State and County laws in the installation, maintenance or removal of said Facilities, and within 30 days of complete installation, Grantee will submit a complete set of as-constructed plans and specifications to the City Engineer.

5. After installation or any repair or maintenance 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.

6. If said damage is not properly repaired or restored to its original condition and Grantee fails to effect said restoration within a reasonable time, to be determined by City, after receipt of the written notice by City, City may restore or have the surface or damage repaired at the entire expense of Grantee.

7. 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 of Grantee.

8. City shall have the right at all 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 the City, Grantee will, as required, remove, relocate or adjust those of its Facilities designated within a reasonable time after such notice and at the expense of City.

9. In the event Grantee shall fail to perform or comply with any of the terms or conditions 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.

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

11. In the event that Grantee ceases to use any of the premises granted hereunder 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 25th day of July,

1979.

ATTEST
Mildred V. Higham
CITY RECORDER
CORPORATE SEAL

SALT LAKE CITY CORPORATION

Ted L. Wilson
MAYOR

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

On the 25th day of July, 1979, personally appeared before me TED L. WILSON and MILDRED V. HIGHAM, who being by me duly sworn, did say that they are the MAYOR and CITY RECORDER, respectively, of SALT LAKE CITY CORPORATION, and that said instrument was signed in behalf of said corporation by authority of a motion of its Board of Commissioners passed on the 25th day of July, 1979; and said persons acknowledged to me that said corporation executed the same.

Katherine L. Baranick
Notary Public, residing in
Salt Lake City, Utah

My Commission Expires:

1-8-83