

WHEN RECORDED, MAIL TO:

Joseph Novak, of Counsel
SNOW, CHRISTENSEN & MARTINEAU
10 Exchange Place, Eleventh Floor
P.O. Box 3000
Salt Lake City, Utah 84110

Benjamin Koroldigos
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700
RECORDER
SALT LAKE COUNTY,
UTAH
Dec 12 2 57 PM '85

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WARRANTY DEED (Easement)

A. J. DEAN & SONS, a Utah partnership organized and existing under the laws of the State of Utah, with its principal office at 6655 South Wasatch Blvd., County of Salt Lake, State of Utah, Grantor, hereby conveys and warrants to the UNITED STATES, Grantee, for the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration, an easement on, over and across the following tract of land located in Salt Lake County, State of Utah:

See Exhibit "A" attached, which is incorporated herein by this reference.

In witness whereof, the Grantor has executed this instrument this 11th day of December, A.D., 1985.

A. J. Dean & Sons

By *R. Leon Dean*
Its General Partner

By *Richard D. Thorpe*
Its General Partner

STATE OF UTAH)
): ss.
COUNTY OF SALT LAKE)

On the 11th day of December, A.D., 1985, personally appeared before me R. Leon Dean and Richard D. Thorpe who being by me duly sworn, did say that they are the sole general partners of A. J. Dean & Sons, a Utah partnership, and that the within and foregoing instrument was signed in behalf of said partnership by authority of its partnership agreement, and said R. Leon Dean and Richard D. Thorpe each duly acknowledged to me that said partners executed the same.

ORVAL C. HARRISON
NOTARY
My Commission Expires:
Oct. 27, 1986

Orval C. Harrison
Notary Public
Residing at: Salt Lake City

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Exhibit "A"

A perpetual easement to construct and reconstruct, operate and maintain an underground pipeline and appurtenant structures, which latter may be situated above ground surface, on, over, or across the following described property, together with all rights and privileges necessary to the full enjoyment and use thereof for such purposes:

A parcel of land in Salt Lake County, Utah, in the Southeast quarter (SE1/4) of Section 23, Township 2 South, Range 1 East, Salt Lake Meridian, Utah, containing Twenty-one Hundredths (0.21) of an acre, more or less, and being more particularly described as follows:

Bearings in the following description are based on the Utah Coordinate System, Central Zone.

Beginning at a point which lies South 00°45' West Nine Hundred Three and Nintenths (903.9) feet along the section line and North 89°15' West Seven Hundred Forty and Seven-tenths (740.7) feet from the East quarter corner of said Section 23; said point has U.S.C.&G.S. plane grid coordinates North 836,226.67 and East 1,917,335.29 and lies on the South boundary of said property; thence along said boundary North 89°33' West One Hundred Thirty-seven (137.0) feet; thence North 70°37' West One Hundred Sixty-six and Six-tenths (166.6) feet; thence North 32°50' West Eighty-eight and Seven-tenths (88.7) feet; thence North 41°19' West Seventy-five (75.0) feet; thence North 48°41' East Twenty (20.0) feet; thence South 41°19' East Seventy-seven and Six-tenths (77.6) feet; thence South 32°50' East Eighty-one and Eight-tenths (81.8) feet; thence South 70°37' East One Hundred Fifty-six and Four-tenths (156.4) feet; thence South 89°33' East One Hundred Thirty-two and Eight-tenths (132.8) feet; thence South 02°08' East Twenty (20.0) feet, more or less to point of beginning.

Based on the Utah Coordinate System, Central Zone, established by the United States Coast and Geodetic Survey the East quarter corner of said Section 23 has plane grid coordinates North 837,120.49 and East 1,918,087.61.

Ground distances in the foregoing description can be converted to U.S.C.&G.S. grid distances by multiplying by the combination factor .99974961.

Exhibit "A" Continued

Notwithstanding any other provisions herein, Grantor reserves the right to use the land surface over and across the granted easement to the extent that such use is consistent with and does not interfere with the purpose of the easement or impede Grantee's access to and along all portions of the granted easement. In the event Grantee excavates within the easement area for any purpose associated with its use of the granted easement, Grantee shall restore the ground surface to its prior unimproved condition.

Provided that any use of the lands described above by Grantor, its successors or assigns shall be subject to the perpetual easement granted and any use which is inconsistent with the perpetual easement granted or the exercise thereof by Grantee is prohibited, including but not limited to any excavations therein or raising the ground surface elevation thereof and the installation, construction or maintenance of any trees, structures, or improvements thereon or therein which might affect the rights and uses of Grantee, all of which shall require the prior written consent of Grantee, which shall not be unreasonably withheld.

Grantor, its successors and assigns shall not excavate materials from its remaining lands situated on either side of and adjacent to the easement boundaries in any manner which might encroach upon the lateral support of the easement and in no event shall Grantor, its successors or assigns cause the surface of such remaining and adjacent lands to have a slope steeper than two-to-one (2 feet horizontal to 1 foot vertical) measured at ground surface elevation of the easement and at right angles to the boundary lines on either side of the easement area.