

ut 20197

7928818
06/21/2001 03:36 PM NO FEE
Book - 8471 Pg - 649-652
GARY W. DTT
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY PUBLIC UTILITIES
BY: RDJ, DEPUTY - WI 4 P.

When Recorded Return to:
Attention: Karryn Greenleaf
SLC Public Utilities
1530 South West Temple
Salt Lake City, Utah 84115

County Sidwell No.
16-04-326

UTILITY PERMIT **RECORDED**

THIS PERMIT is made and entered into as of MAY 29 2001, by and between **SALT LAKE CITY CORPORATION**, a municipal corporation of the State of Utah, hereinafter ("City"), **QUESTAR GAS COMPANY**, a Utah corporation, whose principal place of business is located at 180 East 100 South, P. O. Box 45360, Salt Lake City, Utah 84145-0360, hereinafter ("Permittee").

WITNESSETH:

WHEREAS, City is the owner of certain easements upon which is located City's water pipelines: 36" PCCP Extention 4184; 32" OD Steel Pipe Extension 2077; and 36" Parleys Conduit 2794 24-G ("water pipelines"); and

WHEREAS, Permittee is desirous of obtaining a permit from the City for using part of said easements for the installation of a 6" IHP gas line within a casing ("the facilities") over said water pipelines at approximately South Campus Drive and Guardsman Way (1600 East) and;

WHEREAS, City is willing to grant a permit to Permittee for such use:

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. For the sum of five hundred dollars (\$500.00) and other valuable consideration, the receipt of which is hereby acknowledged, City hereby grants permission and license to Permittee to install and maintain facilities within the premises described in Exhibit "A", attached hereto, and by this reference made a part hereof (the "Premises"). Said premises is located in Salt Lake County, State of Utah and this permit is SUBJECT TO the conditions set forth herein:

2. Prior to any installation, the Permittee's plans, specifications and timetable for installation of said facilities shall be submitted to and must be approved by the City's Director of Public Utilities ("Director") before any work thereon may commence. Permittee will make any changes in such plans, specifications or timetable as and when requested by said Director.

3. Permittee agrees not to erect any other structure other than said facilities or make any other improvements on the said Premises. Permittee agrees to perform all such installation pursuant to all applicable federal laws or regulations, City ordinances, Salt Lake County ordinances or regulations and State law. Installation and maintenance of the facilities on the Premises shall be at Permittee's sole expense.

4. Permittee will, at Permittee's sole expense, and within the time and when requested in writing by the City, remove, replace or alter the facilities installed by Permittee on the Premises. City shall cooperate with Permittee to secure an alternate location within the City's pipeline easements, provided that the continued location of the facilities within the City's water pipeline easements is compatible with the present or future use of the easements.

7928818

BK8471PG0649

5. Permittee agrees that at all times this utility permit shall be subject to any use of the Premises the City may desire, and City shall not be liable to Permittee for any loss of use or damage to Permittee's facilities resulting from such use; provide, however the City shall endeavor to exercise reasonable care in connection with the use of the Premises.

6. Permittee agrees, upon written notice from City's Director, to repair any damage caused to the Premises or its water pipelines as a result of Permittee's its/his agents', employees', or invitees' use of this permit.

7. This Utility Permit is subject to revocation by the City for any reason and at any time upon the expiration of thirty (30) days prior written notice sent to Permittee at the Permittee's above stated address. Upon receipt of such notice, Permittee shall remove any facilities or improvements from the said Premises, restoring the surface of the Premises as near as possible to its condition prior to the date hereof.

8. Permittee agrees to indemnify, hold harmless and defend the City, its agents and employees, from and against all claims, mechanics liens, demands, damages, actions, costs and charges, for personal injury or property damage and other liabilities, including reasonable attorney's fees, arising out of or by any reason of Permittee's use of said premises or any activities conducted thereon by Permittee, its agents, employees, invitees or trespassers.

9. This permit is not assignable.

10. Any ambiguity in this Utility Permit shall be construed in favor of the City.

11. This Utility Permit embodies the entire agreement between the parties and it cannot be changed except through a written instrument signed by both parties.

12. Representation Regarding Ethical Standards for City Officers and Employees and Former City Officers and Employees. Permittee represents that it has not (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year herein first above written

RECORDED

MAY 29 2001

SALT LAKE CITY CORPORATION

By *Harold W. Hopton*
PUBLIC UTILITIES DIRECTOR

CITY RECORDER

ATTEST AND COUNTERSIGNED:

Christine Meeker
CHIEF DEPUTY CITY RECORDER

APPROVED AS TO FORM
Salt Lake City Attorney's Office

Date 5/29/01
By *Chris Bell*

2



BK8471PG0650

QUESTAR GAS COMPANY

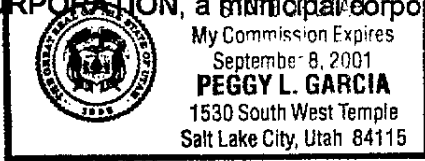
By [Signature]
Shahab Saeed
Vice-President Support Service

Property
Property
Legal
Eng. [Signature]

ACKNOWLEDGMENT

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

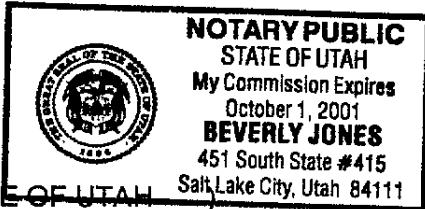
The foregoing instrument was acknowledged before me this day of 5-10-01, by LeRoy W. Hooton, Jr. in his capacity as Public Utilities Director of **SALT LAKE CITY CORPORATION**, a municipal corporation of the State of Utah.



[Signature]
NOTARY PUBLIC, Residing in
Salt Lake County, Utah

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

The foregoing instrument was acknowledged before me this day of May 29 2001, by Chris Meeker in his/her capacity as Chief Deputy Recorder of **SALT LAKE CITY CORPORATION**, a municipal corporation of the State of Utah.



[Signature]
NOTARY PUBLIC, Residing in
Salt Lake County, Utah

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

On the 8th day of May, 2001, personally appeared before me Shahab Saeed, who, being by me duly sworn, did say that he is the Vice-President Support Service, respectively, of **QUESTAR GAS COMPANY**, a Utah corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors; and said persons acknowledged to me that said corporation executed the same.

[Signature]
NOTARY PUBLIC, residing in
Salt Lake County, Utah

My Commission Expires:

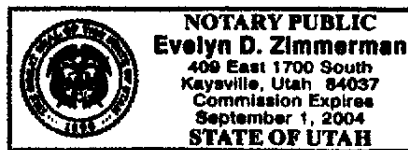


EXHIBIT "A"

Crossing of 6" gas line at South Campus Drive and Guardsman Way (1600 E), 16-foot wide permit described from the following centerline:

Beginning at a point 4 feet West of the East top back of curb on the West side of Guardsman Way North of 500 South Street approximately East 2,465.66 feet and North 1,818.51 feet from the South West Corner of Section 4, Township 1 South, Range 1 East, Salt Lake Base and Meridian; thence parallel to and 4 feet Northwesterly of said curb Northeasterly, Easterly and Southeasterly as follows: thence on a curve to the right with a radius of 714.60 feet and a central angle of 5°52'43" for a distance of 73.33 feet (chord bears North 24°57'33" East 73.29 feet) thence on a curve to the right with a radius of 75.10 feet and central angle of 89°07'27" for a distance of 116.80 feet (chord bears North 66°13'21" East 105.40 feet) thence on a curve to the right with a radius of 1,217.83 feet and central angle of 5°37'43" for a distance of 119.60 feet (chord bears South 72°29'48" East 119.60 feet)

Typed by Karryn Greenleaf 5/3/01

Proofed by Ray Eastman 5/3/01

Approved by: Ray E. Date 5-10-2001