

For the consideration aforesaid, Grantor further grants to Grantee the right of ingress to and egress from Grantee's right of way on the said lands of Grantor and on adjoining lands by any practicable route or routes across the said lands of Grantor, provided, that Grantee shall, wherever practicable, use said 16 1/2 foot strip of land or existing roads or lanes.

Said lines may, in so far as the interests of Grantor extend therein, be laid, erected, installed and maintained across roads, streets, alleys, ditches and canals that intersect or are adjacent to the described property or are appurtenant thereto.

Where said land is under cultivation said pipe line or pipe lines or underground wires shall be laid so that the tops thereof are at least eighteen (18) inches beneath the surface of the ground. At all other points said pipe line or pipe lines or underground wires shall be buried, excepting that where they cross water courses or ledges or strata of rock they may be laid above the surface, on such supporting structures as may be desired by Grantee.

Grantee shall have the right to remove or trim trees or portions thereof located on or overhanging said strip of land whenever in the opinion of Grantee the same shall be necessary or proper in the exercise of the pole rights herein granted.

Grantor reserves the right to use and enjoy said premises, provided, however, that Grantor shall not construct or maintain the whole or any part of any structure on said strip of land or in any manner impair or interfere with the present or prospective exercise of any of the rights herein granted.

Grantor may maintain or erect boundary fences, but Grantee may cut said fences and install and maintain good and substantial gates which shall be kept locked with a double locked hasp or chain, the Grantor placing his padlock and the Grantee placing its padlock so that each may unlock said gate without hindrance of the other.

Grantee hereby agrees to pay any damages to Grantor's crops, fences or buildings which may be caused by Grantee hereunder; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by Grantor, one by Grantee, and the third by the two so appointed as aforesaid. The award of such three persons, or any two of them, shall be final and conclusive.

The provisions hereof shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, these presents are hereby signed this 7th day of September, 1955.

WITNESSES:

Verner O. Hewlett

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

On the 7th day of September, 1955, personally appeared before me Verner O. Hewlett and -, the signer(s) of the above instrument, who duly acknowledged to me that he executed the same.

WITNESS my hand and notarial seal. (SEAL)

Dean Frasar

Notary Public

Residing at Salt Lake City

My commission expires June 23, 1959

*Strike, if inapplicable.

* * * * *

Recorded at the request of Salt Lake Pipe Line Co., October 13, A.D. 1955 at 10:45 A.M.

Wanda Y. Spriggs, County Recorder

Entry No. 86010

RSL(2) 4,99,5.45

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) to the undersigned in hand paid, the receipt whereof is hereby acknowledged, United Park City Mines Company, formerly, Park Utah Consolidated Mines Co. & Silver King Coalition Mines Co. of the County of Salt Lake, State of Utah, hereinafter called "Grantor," does hereby grant, convey to SALT LAKE PIPE LINE COMPANY, a Nevada Corporation, hereinafter called "Grantee", the right of way from time to time to lay, construct, reconstruct, replace, renew, repair, maintain, operate, change the size of, increase the number of, and remove pipe lines and appurtenances thereof for the transportation of oil, petroleum, gas, gasoline, water, or other substances, or any thereof, and to erect, install, maintain, operate, repair, renew, add to and remove telegraph, telephone or power lines and appurtenances thereof on a single line of poles, or underground as Grantee from time to time and place to place may elect, with the right of ingress and egress to and from the same, over and through, under or along that certain parcel of land situate in Wasatch & Summit County, State of Utah, and described as follows, to-wit:

Government Lots One and Two (1 & 2) of Section One (1) of Township Two South, Range Four East, Salt Lake Base and Meridian (T2S, R4E, S1B&M).

Said lines shall be laid, constructed or erected within a strip of land 33 feet in width across said lands of Grantor, the exact location of said strip of land to be determined by a survey to be made by Grantee, and within one (1) year from date hereof, Grantee shall execute and deposit for record in the Office of the County Recorder of said County an instrument containing the description of the center line of said 33 foot strip of land as determined by said survey. The Grantor expressly grants to Grantee permission for entry upon the said land for the purpose of surveying and locating said strip of land.

For the considerations aforesaid, Grantor further grants to Grantee the right of ingress^{to} and egress from Grantee's right of way on the said lands of Grantor and on adjoining lands by any practicable route or routes across the said lands of Grantor, provided, that Grantee shall, wherever practicable, use said 33 foot strip of land or existing roads or lanes.

Said lines may, in so far as the interests of Grantor extend therein, be laid, erected, installed and maintained across roads, streets, alleys, ditches and canals that intersect or are adjacent to the described property or are appurtenant thereto.

Where said land is under cultivation said pipe line or pipe lines or underground wires shall be laid so that the tops thereof are at least eighteen (18) inches beneath the surface of the ground.

At all otherpoints said pipe line or pipe lines or underground wires shall be buried, excepting that where they cross water courses or ledges or ledges or strata of rock they may be laid above the surface, on such supporting structures as may be desired by Grantee.

Grantee shall have the right to remove or trim trees or portions thereof located on or overhanging said strip of land whenever in the opinion of Grantee the same shall be necessary or proper in the exercise of the pole rights herein granted.

Grantor reserves the right to use and enjoy said premises, provided, however, that Grantor shall not construct or maintain the whole or any part of any structure on said strip of land or in any manner impair or interfere with the present or prospective exercise of any of the rights herein granted.

Grantor may maintain or erect boundary fences, but Grantee may cut said fences and install and maintain good and substantial gates which shall be kept locked with a double locked hasp or chain, the Grantor placing his padlock and the Grantee placing its padlock so that each may unlock said gate without hindrance of the other.

Grantee hereby agrees to pay any damages to Grantor's crops, fences or buildings which may be caused by Grantee hereunder; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by Grantor, one by Grantee, and the third by the two so appointed as aforesaid. The award of such three persons, or any two of them, shall be final and conclusive.

The provisions hereof shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, these presents are hereby signed this 31 day of August, 1955.

ATTEST:

(SEAL)

United Park City Mines Company

J. Wm. Stoner
Secretary

F. A. Wardlaw, Jr.
Vice-President

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

On the 31st day of August, 1955, personally appeared before me F. A. Wardlaw, Jr. and J. Wm. Stoner, who being by me duly sworn, did say that they are the Vice President and Secretary of UNITED PARK CITY MINES COMPANY, and that said instrument was signed in behalf of said corporation by authority of its by-laws (or of a resolution of its Board of Directors) and said F. A. Wardlaw, Jr. and J. Wm. Stoner acknowledged to me that said corporation executed the same.

WITNESS my hand and notarial seal.

Thelma Knight
Notary Public

My commission expires 1/22/58

Residing at Salt Lake City, Utah
* * * * *

Recorded at the request of Salt Lake Pipe Line Co., October 13, A.D. 1955 at 10:46 A.M.

Wanda Y. Spriggs, County Recorder

Entry No. 86019

DUPLICATE ORIGINAL
MFSC Copy

14-inch Gas Pipe Line on and along the R/w at Echo, Utah.

C. D. No. 41512

THIS AGREEMENT, made and entered into this 11th day of July, 1955, by and between UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah (hereinafter called "Railroad Company") and MOUNTAIN FUEL SUPPLY COMPANY, a corporation of the State of Utah (hereinafter called "Licensee"), WITNESSETH:

RECITALS:

The Licensee desires to construct, maintain and operate a 14-inch gas pipe line (hereinafter referred to as "Pipe Line") on and along the right of way of the Railroad Company's main line at Echo, Summit County, Utah, in the location shown by dashed orange line on the print hereto attached dated May 16, 1955, marked "Exhibit A" and hereby made a part hereof.

AGREEMENT:

Now THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Section 1. RAILROAD COMPANY GRANTS RIGHT.

In consideration of the sum of Twenty-five Dollars (\$25.00) to be paid by the Licensee to the Railroad Company annually in advance and in further consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Railroad Company hereby grants to the Licensee, subject to the terms and conditions herein stated, the right to construct and thereafter, during the term hereof, to maintain and operate the Pipe Line on and along said right of way in the location shown by dashed orange line on Exhibit A.

The foregoing grant is subject and subordinate to the prior and continuing right and obligation of the Railroad Company to use and maintain its entire railroad right of way in the performance of its public duty as a common carrier, and is also subject to the right and power of the Railroad Company to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, telegraph, telephone, signal or other pole and wire lines, pipe lines and other facilities upon, along or across any or all parts of said right of way, all or any of which may be freely done at any time or times by the Railroad Company without liability to the Licensee or to any other party for compensation or damages.

The foregoing grant is also subject to all outstanding superior rights (including those in favor of telegraph and telephone companies, leases of said right of way, and others) and the right of the Railroad Company to renew and extend the same.

RA 1579