

5250 South 300 West, Suite 300
Murray Ut 84107
After Recording, Mail To:

Chevron Pipe Line Company
Attn: George A. Adams,
Right of Way Specialist
~~P.O. Box 25117~~
Salt Lake City, Utah 84125-0117

REC'D BY *Dg*
ALAN SPRIGGS
SUMMIT COUNTY RECORDER
10th

91 OCT 17 PM 2:23

Chevron Pipe Line Co.

REC'D NOTE AB

348500

RIGHT OF WAY GRANT

FOR AND IN CONSIDERATION OF THE SUM OF TEN AND NO/100 DOLLARS (\$10.00) to the undersigned Grantor in hand paid, and other good and valuable consideration, the receipt whereof is hereby acknowledged, UNITED PARK CITY MINES COMPANY, a Delaware corporation, having a mailing address of 309 Kearns Building, Salt Lake City, Utah 84101, Grantor, does hereby grant to CHEVRON PIPE LINE COMPANY, a Delaware corporation, having a mailing address of P.O. Box 25117, Salt Lake City, Utah 84125-0117, Grantee, a 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 pipelines together with such valves, fittings, meters, cathodic equipment, heating stations and other appurtenances as may be necessary or convenient to the operation of said lines, 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 together with the right of ingress and egress to and from the same, over and through, under or along those certain parcels of land situated in Summit and Wasatch Counties, State of Utah, and described as follows:

Beginning at a point located south 474.36 feet and west 1405.66 feet from the N.E. corner of Section 1, T. 2S., R. 4E., SLB&M; said point also being on the centerline of a 33 foot wide easement, 16.5 feet north of north take line for R.O.W. line for U.S. 189; thence paralleling the north R.O.W. line of U.S. 189 the following two courses; N 89 degrees 19' 46" W 414.91 feet; thence westerly along the arc of a 5483.08 foot radius curve to the right, 580.27 feet (chord bears N 86 degrees 20' 00" W, 580.00 feet), to the centerline of an existing Chevron pipeline easement. Easement to be 16.5 feet either side of centerline description. Contains 0.745 acres +/-.

Box 629 P. 19A

Width of Right of Way. The said pipelines and/or telephone, telegraph, and/or power lines and appurtenances shall be laid, constructed or erected within a strip of land 33 feet in width across said lands of Grantor and upon the completion of the first construction undertaken, the said right of way shall thereafter be limited to said width, the center line of which will be the center of the line herein granted.

Access. 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 means of roads and lanes thereon, if such exist, otherwise, by such route as shall occasion the least practicable damage and inconvenience to Grantor; provided, however, that such right of ingress or egress shall not extend to any portion of Grantor's land which is isolated from the right of way by any public road or highway now or hereafter crossing Grantor's land, and provided that such right of ingress and egress shall be solely for Chevron's use for construction, operation, and maintenance of its pipeline and shall not be extended or enlarged by Chevron to allow any public or third parties' access across Grantor's land.

Installation Across Roads, Ditches, and Canals. The said pipelines and/or telephone, telegraph, and/or power lines and appurtenances may be laid, erected, installed, and maintained across roads, streets, ditches, and canals that intersect or traverse the above-described property.

Pipeline Burial Depth. At places where said land is under cultivation, said pipelines shall be laid so that the tops thereof are at least twenty-four (24) inches beneath the surface of the ground; except that if at such places underground ledges of rock or boulders are encountered at a lesser depth, said pipelines only need to be laid so that the tops thereof are below the tops of such ledges of rocks or boulders. At all other points, said pipelines shall be buried, except that where they cross water courses, ravines and other similar depressions of the ground or projecting ledges or rock, they may be laid above the surface.

Trees. Grantee shall have the right to trim trees or portions thereof 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's Use. Grantor reserves the right to use and enjoy said premises, provided 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 without prior written approval of Grantee.

Damages. Chevron agrees to pay any damages to United Park's crops, ditches, feed lots, livestock, fences, or buildings which may be caused by Chevron's operations hereunder. The amount of said damages, if not mutually agreed upon, shall be determined by three disinterested persons, one thereof to be appointed by United Park, one by Chevron, and the third by the two so appointed. The award of such three persons or any two of them shall be final and conclusive.

Subject to Right of Way Agreement. This Right of Way Grant is expressly subject to, and incorporates by reference, the provisions, covenants, and obligations of that certain Right of Way Agreement, executed September 26, 1991, between Grantor and Grantee.

Assignability. The rights and easements herein granted shall be assignable. The rights, covenants, and obligations inuring to the benefit of and binding upon Grantee under this Right of Way Grant and the above-referenced Right of Way Agreement executed September 26, 1991, shall run with the ownership of Grantee's interest in the right of way granted herein and shall inure to the benefit of and bind any person or other entity which at any time shall succeed to Grantee's interest in said right of way. The rights, covenants, and obligations inuring to the benefit of and binding upon Grantor under this Right of Way Grant and the above-referenced Right of Way Agreement executed September 26, 1991, shall run with the ownership of Grantor's interest in the land subject to the right of way granted herein and shall inure to the benefit of and bind any person or other entity which at any time shall succeed to Grantor's interest in the land subject to said right of way.

IN WITNESS WHEREOF, these presents are executed as of the 11th day of October, 1991.

"Grantor"

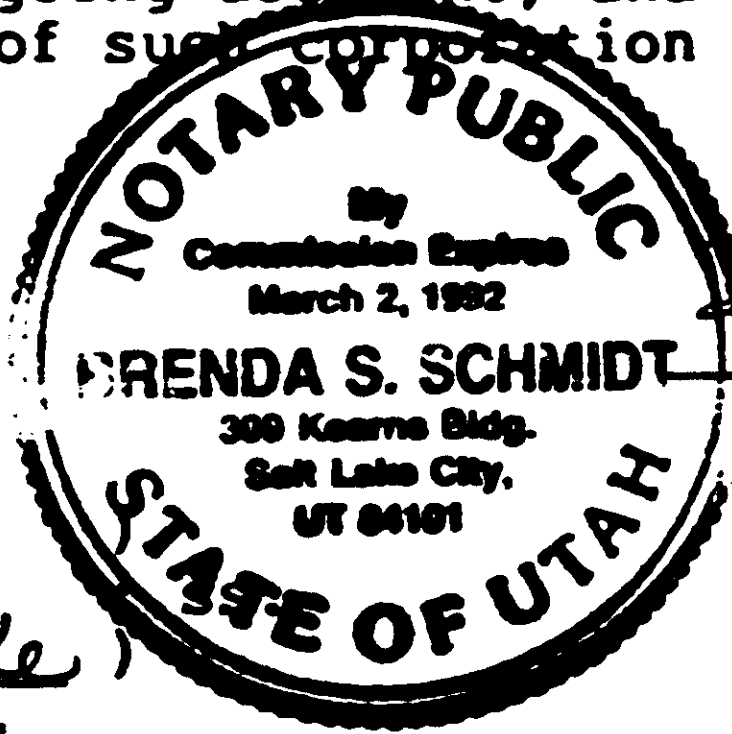
UNITED PARK CITY MINES COMPANY

BY: E. J. Quinn

ITS Executive Vice President

The undersigned hereby acknowledges and affirms to the below-named notary public that (1) [s]he appeared before such notary public, holds the position or title set forth above, and, on behalf of the above-named corporation by proper authority, either executed the foregoing document before such notary public or acknowledged to such notary public that the undersigned

executed the foregoing document, and that (2) the foregoing document was the act of such corporation for the purpose stated in it.



Brenda Schmidt

STATE OF UTAH

COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 11th day of October, 1991, by Edwin E. Osika, Jr., the Executive Vice President of UNITED PARK CITY MINES COMPANY, a Delaware corporation.

Brenda Schmidt

Notary Public

Residing at Salt Lake City

My Commission Expires:

March 2, 1992

RJB:021391b

