

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 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 of rock they may be laid above the surface, on such supporting structure 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 18th day of October, 1947.

WITNESS: J.L. McGurty

C.H. Stoven, also known as Christopher H. Stoven
 Florence M. Stoven
 Florence M. Stoven
 E.J. Tree
 Letty J. Tree

STATE OF UTAH, (: SS
 COUNTY OF SALT LAKE,)

On this 20th day of October, 1947, before me personally appeared J.L. McGurty personally known to me to be the same person whose name is subscribed to the above instrument as a witness thereto, who, being by me duly sworn, deposes and said that he resides in Hayward, County of Alameda, and the State of California; that he was present and saw C.H. Stoven, also known as Christopher H. Stoven, Florence M. Stoven, E.J. Tree and Letty J. Tree, personally known to him to be the signers of the above instrument as parties thereto, sign and deliver the same, and heard them acknowledge that they executed the same, and that he, the deponent, thereupon signed his name as a subscribing witness thereto as the request of the said C.H. Stoven, also known as Christopher H. Stoven, Florence M. Stoven, E.J. Tree and Letty J. Tree.

WITNESS my hand and notarial seal.
 My commission expires April 26, 1951.

C.D. Gooding
 Notary Public.

(SEAL) Residing at Salt Lake City, Utah.

Recorded at the request of Salt Lake Pipe Line Co. Oct., 23, A.D. 1947 at 9:30 O'clock A.M.

Mae R. Tree, County Recorder.

Entry No. 76760.

FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars (\$10.00) to the undersigned in hand paid, the receipt whereof is hereby acknowledged HI UTE RANCH INC, State of Utah hereinafter called "Grantor", do hereby grant, convey and warrant 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 Summit County, State of Utah and described as follows, to-wit:

The Northwest Quarter (NW $\frac{1}{4}$); and the North one half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$) of Section 19, Township 1 South, Range 4 East, Salt Lake Meridian

EXCEPT the following portions of Section 19, Township 1 South, Range 4 East, Salt Lake Meridian:

(1) Beginning at a point forty (40) rods North of the Southeast corner of the Southwest quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of said Section 19; and running thence North thirty (30) rods; thence West eighteen (18) rods; thence South thirty (30) rods; thence East eighteen (18) rods to the place of beginning.

(2) Beginning at a point on the westerly right of way line of highway known as F.A. Project No. 93-C, which point is 50 ft. perpendicularly distant westerly from the

center line of survey of said project at Engineer's Station 1207 plus 25, said point being also 1435 ft. South and 1405 ft. west from the North quarter corner of said Section 19; thence North 89 deg 34 min, west 400 ft; thence south 0 deg 26 min, west 300 ft.; thence south 89 deg. 34 min, East 400 ft. to said westerly right of way line; thence North 0 deg 26 min, East 300 ft. along said westerly right of way line to the point of beginning, containing 2.75 acres.

Said lines shall be laid, constructed or erected, within a strip of land 16½ feet in width across said lands of Grantor, the exact location of said strip 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 16½ 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 consideration aforesaid, Grantor, further grants to Grantee the right of egress 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 16½ 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 intersects 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 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 his 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 18th day of October, 1947.

WITNESS: J.L. McGurty

Hi Ute Ranch Inc., by
Verne Austin Vice Pres.

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

On this 20th day of October, 1947, before me personally appeared J.L. McGurty personally known to me to be the same person whose name is subscribed to the above instrument as a witness thereto, who, being by me duly sworn, deposes and said that he resides in Hayward, County of Alameda and the State of California; that he was present and saw Verne Austin, Vice President of Hi Ute Ranch, Inc, personally known to me to be the signer of the above instrument as a party thereto, sign and deliver the same, and heard him acknowledged that he executed the same, and that he, the deponent, thereupon signed his name as a subscribing witness thereto at the request of the said Verne Austin, Vice President of Hi Ute Ranch, Inc.

WITNESS my hand and notarial seal;

My commission expires April 26, 1951, J.D. Gooding, Notary Public.
Residing at Salt Lake City, Utah.

(SEAL)

Recorded at the request of Salt Lake Pipe Line Company Oct., 23, 1947 at 9:30 o'clock A.M.

Maec R. Tree, County Recorder.