



under or along that certain parcel of land situate in Summit County, State of Utah, and described as follows, to-wit:

The West half (W $\frac{1}{2}$ ) and the Southeast quarter (SE $\frac{1}{4}$ ) of Section 35, in Township 1 South of Range 4 East of the Salt Lake Meridian; EXCEPTING AND EXCLUDING from the said southeast quarter (SE $\frac{1}{4}$ ) of Section 35, 12.86 acres of land heretofore deeded for right of way by The Union Pacific Railway Company, on December 6th, 1889, by Deed No. 16087, to The Echo and Park City Railway Company, now Park City Branch of Union Pacific Railroad Company.

Also all of Section 27, in Township 1 South of Range 4 East of the Salt Lake Meridian.

The width of the channel in which said pipe line is laid, when in flag or building stone, will not be in excess of two feet, and, when completed, will be sufficiently covered so as to permit the grantor and its lessees, in the use and enjoyment of the grantor's property, to travel over said 33-foot right of way with vehicles and other machinery.

Whenever said channel encounters an area containing flag or building stone, the grantee will notify the grantor not less than one day prior to the cutting of the channel in such area. Grantor shall immediately upon opening of the channel in such area inspect the same with grantee, grantee permitting the channel to remain open for such inspection to determine the amount of damage to the stone so interfered with, such damage to include not only the stone in the channel itself but also the fractured stone located on each side of and below the bottom of the channel. The parties shall immediately compute the quantity of stone so damaged. After such computation, the channel may be filled in. Should the parties be unable to determine the amount of such damage, each will appoint a qualified appraiser to determine the amount thereof, and the amount so agreed upon by said two appraisers shall be binding upon the parties hereto. Should said two appraisers fail to agree upon the amount of such damage, the two shall appoint a third appraiser, and the amount of damage so determined by a majority of said three appraisers shall be binding upon the parties hereto.

The grantee may relocate said pipe and pole line or install additional pipe lines within said 33-foot right of way, under the same terms and conditions as provided herein for the construction and laying of said initial pipe and pole line.

Should the grantor or its successors, at any time, in the development of the stone and other natural resources located upon and in said premises, require a change in the location of said pipe and pole line, the grantee, on or before the expiration of ninety days following the receipt of written notice from the grantor, shall at its own expense remove said pipe and pole line and construct the same upon a right of way of equal width along such other course on said premises suitable to grantee as may be designated by the grantor and restore the surface of said former location to the condition in which it existed prior to the laying of said pipe line.

Any notice herein required to the grantor shall be sufficient if given to Julian M. Bamberger, President of grantor, or H. L. Balser, Secretary of grantor, or to the successors in office of either of said parties.

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 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 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 14 day of April, 1948.

WITNESSES:

Victor R. Hall

Lagoon Company

ATTEST:

H. L. Balser  
Secretary

By Julius W. Bamberger  
President

State of Utah :  
: SS  
County of Salt Lake :

On this 14th day of April A.D. one thousand nine hundred and Forty Eight personally appeared before me Julius W. Bamberger who being by me duly sworn did say, that he is the President of the Lagoon Company (formerly Simon Bamberger Co.) Company, and that said instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Julius W. Bamberger acknowledged to me that said corporation executed the same.

H. I. Price  
Notary Public

Seal  
My commission expires 4/20/51.

State of Utah :  
: SS  
County of Salt Lake :

On this 29th day of April, 1948, before me personally appeared Victor R. Hall 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, deposed and said that he resides in Georgetown, County of Clear Creek, and the State of Colorado; that he was present and saw E. C. Fullmer personally known to him to be the signer of the above instrument as a party thereto, sign and deliver the same, and heard him acknowledge 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 E. C. Fullmer.

WITNESS my hand and notarial seal.

C. D. Gooding  
Notary Public

My commission expires April 26, 1951.  
Seal/

Residing at Salt Lake City, Utah.

Consent

For and in consideration of the sum of Ten Dollars (\$10.00), to the undersigned in hand paid, receipt whereof is hereby acknowledged, the undersigned, owning an interest in and to the land described in and covered by the above and annexed right of way, do hereby approve, of, join in, and consent to and confirm said grant of right of way with the same force and effect as if the undersigned had executed same as a Grantor therein. If the said interest of the undersigned consists of a lease, mortgage, or other lien, such lease, mortgage, or other lien and the rights of the undersigned thereunder are hereby subordinated to the right of way hereinabove granted.

WITNESSES: Date: Victor R. Hall April 28, 1948 E. C. Fullmer

At a meeting of the Board of Directors of Lagoon Company (formerly Simon Bamberger Company), held at the office of the company at Salt Lake City, Utah, on the 9th day of April, 1934, at two o'clock P.M. on said day, the following resolution was adopted:

RESOLUTION

"Whereas, in the transaction of the business of this Company it frequently becomes necessary, between meetings of the Board of Directors, that the Company execute and deliver Promissory Notes, Deeds, Leases and Other Contracts, and Endorse Stock, and

Whereas, it is deemed advisable that the Board of Directors designate certain officers of the Company who shall be authorized to sign such instruments on behalf of said Company:

NOW THEREFORE, be it and it is hereby resolved that the President, Ida M. Bamberger, or the Vice President of the Company, Julian M. Bamberger, be and they are hereby authorized to execute and deliver all Promissory Notes, Deeds, Leases or other Contracts, and Endorse and deliver all Stock for and on behalf of this Company, and:

BE IT FURTHER RESOLVED, that any such Promissory Notes, Endorsed Stock, Deeds, Leases or Other Contracts executed by either of said parties in the name of this corporation and delivered, attested by the Secretary or Assistant Secretary of the corporation, shall be deemed the act and deed of the corporation."

I hereby certify that the foregoing is a true and complete copy of the resolution adopted by the Board of Directors of the above mentioned corporation at a meeting of said Board of Directors held on the aforementioned date and entered upon the regular minute books of said corporation, and now in full force and effect, and the the Board of Directors of said corporation has, and at the time of the adoption of said resolution had, full power and lawful authority to adopt said resolution and to confer the powers to be granted to the officer therein named.

IN WITNESS WHEREOF, I have here unto set my hand as Secretary of Lagoon Company and have here unto affixed the corporate seal of said corporation this 30th day of April, 1948.

H. L. Balser  
Secretary Lagoon Company

Seal/

Recorded at the request of Salt Lake Pipe Line Company, May 24, A.D. 1948 at 9:30 o'clock P.M.

Mae R. Tree  
County Recorder