

Entry No. 77139.

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, John A. Lambert, and Martha A. Lambert, his wife, Joint Tenants, of the County of Summit, 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 a certain parcel of land situate in Summit County, State of Utah and described as follows, to-wit:

The following described portions of Section 24, in Township 2 South of Range 5 East of the Salt Lake Meridian:

Parcel two: Beginning at the Northeast corner of the Northwest quarter (NW $\frac{1}{4}$) of the Northeast quarter (NE $\frac{1}{4}$) of said Section 24; and running thence South 27.13 chains; thence South 63°06' West 5.245 chains; thence South 76°46' West 11.35 chains; ~~thence South 63°06' West 5.245 chains; thence South 76°46' West 11.35 chains;~~ thence South 56°16' West 12.18 chains; thence South 53°56' West 18.12 chains to the west line of the northeast quarter of the Southwest quarter (SW $\frac{1}{4}$) of said Section 24; thence North 48.17 chains, more or less, to the northwest corner of the northeast quarter (NE $\frac{1}{4}$) of the Northwest quarter (NW $\frac{1}{4}$) of said Section 24; thence East 40 chains to the place of beginning.

Also, the southwest quarter (SW $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$) of Section 13, in Township 2 South of Range 5 East of the Salt Lake Meridian.

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 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 in any manner in pair 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 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 10th day of February, 1948.

Witness: Victor R. Hall.

John A. Lambert
Martha A. Lambert,

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

On this 13th day of February, 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 John A. Lambert and Martha A. Lambert, his wife, 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 at the request of the said John A. Lambert, and Martha A. Lambert, his wife.

(SEAL)

My commission expires April 26, 1951.

C.D. GOODING,
Notary Public.
Residing at Salt Lake City, Utah.

Recorded at the request of Salt Lake Pipe Line Company February 18, A.D. 1948 at 2 o'clock P.M.

Mae R. Tree, County Recorder.

Entry No. 77140.

RIGHT OF WAY

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) to the undersigned in hand paid the receipt whereof is hereby acknowledged, THOMAS E. JEREMY, TRUSTEE, of E.J. Jeremy Trust, of Salt Lake City, Utah, hereinafter called "Grantor", subject to the conditions and reservations hereinafter set out, does hereby grant, bargain, sell and convey to Salt Lake Pipe Line Company, a Nevada Corporation, hereinafter called "Grantee", the right of a 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 West half ($W\frac{1}{2}$) of the Northeast quarter ($NE\frac{1}{4}$); the East half ($E\frac{1}{2}$) of the Northwest quarter ($NW\frac{1}{4}$) and Government lots two (2) and Three (3), in Section 14, in Township 1 South, of Range 3 East of the Salt Lake Meridian; also

The East half ($E\frac{1}{2}$) of the Southwest quarter ($SW\frac{1}{4}$); and Government Lots One (1) and Two (2), in Section 11, in Township 1 South of Range 3 East of the Salt Lake Meridian; also

All that portion of Section 9, in Township 1 South of Range 3 East of the Salt Lake Meridian, lying within Summit County, State of Utah, EXCEPT the following part thereof to-wit:

Commencing at a point on the South Boundary of the State Highway known as F.A. Project No. 49 (2), where said highway intersects the county line between Summit and Salt Lake Counties, State of Utah, which point is more particularly described as being 1372.4 feet, more or less, North and 1024.1 feet, more or less, East of the West quarter corner of Section 9, Township 1 South, Range 3 East, Salt Lake Base and Meridian; and running thence Southeasterly along said county boundary line 854 feet; thence at right angles to said county line Easterly 300 feet; thence at right angles Northerly, parallel to said county line 848 feet, more or less, to a point at right angles to and 70 feet from the center line of said present State Highway thence Westerly 300 feet and running parallel to center of said highway, to the point of beginning.

Also, the East half ($E\frac{1}{2}$) of the Northeast quarter ($NE\frac{1}{4}$); the North half ($N\frac{1}{2}$) of the Southeast quarter ($SE\frac{1}{4}$); and Government lots four (4), Five (5) Six (6) seven (7) and Eight (8), in Section 14, in Township 1 South of Range 3 East of the Salt Lake Meridian.

Grantor does not warrant title to the lands above described, or to the interest hereby conveyed but that the within grant shall operate to bind any title or interest which Grantor may now have or may hereafter acquire in or to the said lands described above.

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 the 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 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, insofar as the interests of Grantor extend therein, be laid, erected, installed and maintained across roads ditches, water lines and canals that intersect or are adjacent to the described property or are appurtenant thereto, provided that where said lines cross roads, ditches, water lines or canals now existing or hereafter constructed, said pipe line or pipe lines or underground wires shall be buried so as not to interfere with the use or maintenance of said roads, ditches, water lines or canals.

Where said land is now under cultivation or is hereafter placed 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 of Grantee shall be buried, excepting that where they cross natural 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 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, and the right to repair, maintain, improve or enlarge existing roads, ditches, canals or water lines over and across said right of way and to construct new or additional roads, ditches, canals or water lines over and across said right of way strip.