

Entry No. 77637

For and in consideration of the sum of Six and 90/100 Dollars (\$6.90) to the undersigned in hand paid, the receipt whereof is hereby acknowledged, and the sum of Six and 90/100 (\$6.90) Dollars, to be paid on the 2d day of January of each year commencing with the year 1949, THE STATE OF UTAH, STATE LAND BOARD of the County of Salt Lake, State of Utah, hereinafter called "Grantor," do hereby grant, convey and quit claims 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:

Section 14, Township 2 South, Range 5 East, Salt Lake Meridian.

Said lines shall be laid, constructed or erected within a strip of land thirty-three (33) feet in width, the center line of which is described as follows:

Beginning at a point on the easterly boundary line of said Section 14, distant Northerly thereon 480.1 feet from a rock mound identified as the Southeast corner of said Section; thence approximately North 54°12' West, 6617 feet, more or less, to a point on the westerly boundary line of said Section, distant Southerly thereon 970.1 feet from the Northwest corner of said Section 14.

The boundary lines of said thirty-three (33) foot strip of land shall be lengthened or shortened at their extremities to conform to the boundary lines of said Section.

Approved as to Form:

Grover A. Giles
Attorney General
By T. D. Huffader
Deputy

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 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. The Grantee, its successors or assigns, further agrees to hold the Grantor, its successors or assigns, harmless from any claims of third parties resulting from the operation of this right of way.

In Witness Whereof the State of Utah through and by its State Land Board has caused these presents to be signed and sealed this 3d day of June, A.D., 1948, by the Executive Secretary of the State Land Board, duly authorized by a resolution of April 1, 1948.

WITNESSES:
Ruth Sperry
A.K. Thompson

STATE OF UTAH
STATE LAND BOARD

By J. Fred Pingree
Executive Secretary

Seal/

State of Utah :
County of Salt Lake : SS

On this 3d day of June, A.D., 1948, personally appeared before me J. Fred Pingree, who being by me duly sworn, did say that he is Executive Secretary of the State Land Board of the State of Utah, and that said instrument was signed in behalf of the State of Utah by

authority of a resolution of the State Land Board, and said J. Fred Pingree further acknowledged to me that the State of Utah executed the same.

David C. Thomas
Notary Public

Residence: Salt Lake City, Utah

Seal/

My commission expires: March 19, 1950.

Recorded at the request of Salt Lake Pipe Line Co., June 29, A.D. 1948. at 1:30 o'clock P.M.

Mae R. Tree County Recorder

Entry No. 77638

For and in consideration of the sum of Four and 82/100 Dollars (\$4.82) to the undersigned in hand paid, the receipt whereof is hereby acknowledged, and the sum of Four and 82/100 (\$4.82) Dollars, to be paid on the 2d day of January of each year commencing with the year 1949, THE STATE OF UTAH, STATE LAND BOARD, of the County of Salt Lake, State of Utah, hereinafter called "Grantor," do hereby grant, convey and quit claims 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 South half (S $\frac{1}{2}$) of Section 10, Township 2 South, Range 5 East, Salt Lake Meridian.

Said lines shall be laid, constructed or erected within a strip of land thirty-three (33) feet in width, the center line of which is described as follows:

Commencing at a point on the westerly boundary line of Section 9, said Township and Range, distant Southerly thereon 58.3 feet from a scribed stone identified as the Northwest corner of said Section 9: thence South 70° 31' East, 4773.3 feet; thence South 54° 13' East, 1760.5 feet, to the true point of beginning; said point being on the East-West center line of said Section 10, distant Easterly thereon 589.6 feet, more or less, from the West quarter corner of said Section; thence approximately South 54° 13' East, 4566 feet, more or less, to a point on the southerly boundary line of said Section, distant Westerly thereon 1059.4 feet, more or less, from the Southeast corner of said Section 10.

The boundary lines of said thirty-three (33) foot strip of land shall be lengthened or shortened at their extremities to conform to the boundary lines of said lands of Grantor.

Approved as to Form:

Grover A. Gilead
Attorney General

By S. D. Huffaker
Deputy

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 road or lanes.

Said lines may, in so far as the interests of Grantor extend therein, be laid, erected, installed and maintained across road, 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 latches 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. The Grantee, its successors or assigns, further agrees to hold the Grantor, its successors or assigns, harmless from any claims of third parties resulting from the operation of this right of way.

In Witness Whereof the State of Utah through and by its State Land Board has caused