

When recorded, Return to:
Phillips Petroleum Company
Property Taxes, Real Estate & Claims
8055 East Tufts Avenue Parkway
Denver, CO 80237

Salt Lake R021

1000

4932209
22 JUNE 90 02:04 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
PHILLIPS PETROLEUM CO.
REC BY: SHARON WEST, DEPUTY

RIGHT OF WAY GRANT

4932209

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, South Jordan Canal Company is the operator of the South Jordan Canal and specifically that portion of the canal situated in the county of Salt Lake, State of Utah, described as follows:

Beginning at a point on the West line of 2700 West Street said point is South $89^{\circ}58'11''$ West along the Section line 50.00 feet and North $0^{\circ}14'53''$ West 53.00 feet from the South Quarter corner of Section 9, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence South $89^{\circ}58'11''$ West along the North line of 5400 South Street 12.93 feet thence North $43^{\circ}13'$ West along the West edge of the South Jordan Canal 201.59 feet; thence North $89^{\circ}58'11''$ East 19.47 feet to a point on the East edge of the South Jordan Canal; thence South $43^{\circ}13'$ East along the said East edge of said canal 191.99 feet to a point on the West line of 2700 West Street; thence South $0^{\circ}14'53''$ East along said West line 7.00 feet to the point of beginning.

WHEREAS, Phillips 66 Company is desirous of obtaining a right-of-way over the property described above:

NOW THEREFORE, for value received, South Jordan Canal Company does hereby grant to Phillips 66 Company an easement over the above-described real property for the purpose of ingress and egress to property owned by Phillips 66 Company.

It is understood drawings and specifications for said crossing have been submitted to and approved by the Board of the South Jordan Canal Company.

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Further, it is understood plans and specifications for the conveyance of water through the above-described real property have been submitted to and approved by the Board of the South Jordan Canal Company.

Phillips 66 Company, its successors in interest or assigns have the continuing responsibility to maintain any crossing for ingress and egress and to protect and hold harmless the South Jordan Canal Company from any and all liability or loss occasioned by any break in or failure to maintain any crossing for purposes of ingress and egress over the above-described real property.

Phillips 66 Company, its successors in interest or assigns have the continuing responsibility to protect against any obstruction in flow of waters through the canal as above-described.

To prevent disturbance in use of the canal, any construction contemplated by Phillips 66 Company, its successors in interest or assigns must be commenced and completed during the period from October 15 through April 1 unless written permission is obtained from the President of the South Jordan Canal Company.

The South Jordan Canal Company and Phillips 66 Company each agree that should they default in any of the covenants or agreements contained herein, that the defaulting party shall pay all cost and expenses including reasonable attorney fees which may arise or accrue from enforcing this Agreement, or in pursuing any remedy provided hereunder or by the statutes of the State of Utah whether such remedy is pursued by filing suit or otherwise.

It is understood that this Agreement constitutes the entire agreement between the parties and shall not be altered or modified by any prior or subsequent oral agreements.

Following are the addresses of the parties to which any notice under this Right of Way Grant is to be mailed:

Phillips 66 Company

Attn: PTRE&C

9055 E. Tufts Ave.

Denver, CO 80237

South Jordan Canal Company

c/o Dale Bateman

4785 South 2200 West

Salt Lake City, UT 84118

IN WITNESS WHEREOF, This Agreement is entered into this 13 day of

June, 1990.

SOUTH JORDAN CANAL COMPANY

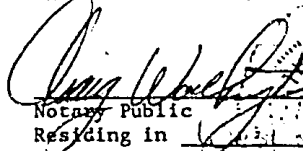
By: Dale Bateman

PHILLIPS 66 COMPANY

By: [Signature]
Its: Attorney-in-Fact TPB

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On the 13th day of June, 1990 personally appeared before me DALE BATEMAN, who being by me duly sworn did say, that he the said DALE BATEMAN is the President of South Jordan Canal Company aka South Jordan Irrigation Company, and that the within and foregoing instrument was signed on behalf of said company by authority of its Board of Directors and the said DALE BATEMAN duly acknowledged to me that the said corporation executed the same.


Notary Public
Residing in Provo, Utah

My Commission Expires:

9-28-90

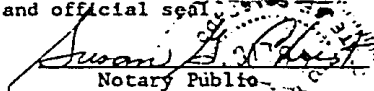
STATE OF Colorado)
)
COUNTY OF Denver)

On this the 18th day of May, 1990, before me Susan B. Christ, a Notary Public, personally appeared R. W. Shelburne, known to me to be the person whose name is subscribed as Attorney-in-Fact for PHILLIPS 66 COMPANY, and acknowledged that he executed the same as the act of his principal for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

My commission expires:

September 24, 1992


Notary Public
Residing at _____

WOHS3 5/7/90

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