

Received at Request of Salt Lake Pipe Line Co. FEB 1 1919  
Filed for Record FEB 1 1919  
County Clerk, Recorder Salt Lake County, Utah

1327603

Book 660 Page 201 - 1327603-41

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FOR AND IN CONSIDERATION of the sum of \$10.00 to the undersigned in hand paid, the receipt whereof is hereby acknowledged, UTAH LINE AND SYSTEM COMPANY, a Utah Corporation, hereinafter called Grantor, does hereby grant to SALT LAKE PIPE LINE COMPANY, a Nevada Corporation, hereinafter called Grantee, the right of way to erect, maintain, operate, repair, renew, add to and remove telegraph or telephone lines and appurtenances thereof, with the right of ingress and egress to and from the same, over that portion of Grantor's land located in Section 25, Township 1 North, Range 1 West, Salt Lake Meridian, situated in Salt Lake County, State of Utah, now occupied by Grantee's poles, lines and appurtenances as now constructed over said premises and along the course as shown in red on print No. 5191 attached hereto, together with the right to erect, maintain, operate, repair, renew, add to and remove poles Numbers 106, 107, 108 and 109, as shown on said print No. 5191.

The Grantee shall, at its sole expense, within thirty (30) days after receipt of written notice from Grantor, make such changes in the construction, including relocation, as may be required by the Grantor, if such changes or relocation shall, in the judgment of the Grantor, be needed for the better development or use of the property of the Grantor, or if such changes or relocation shall, in the judgment of the Grantor, be needed to protect its requirements or contractual obligations, or if such change or relocation is required, directly or indirectly, by statute or by any order of any competent public authority having jurisdiction in the matter, provided however, that the term contractual obligation used in this paragraph shall not be construed as including obligations similar hereto, entered into subsequent to the date hereof.

The Grantee shall, at its sole expense, upon termination of this agreement, the abandonment or discontinuance of use of the construction, promptly remove its property from the premises of the Grantor and restore such premises, disturbed by the construction, to a condition satisfactory to the Grantor and upon the completion of such work this agreement shall terminate.

The Grantee, failing to change or relocate the construction within thirty (30) days after the expiration of notice given as provided above, or remove its property as provided above, the Grantor may, without further notice, in case of abandonment, remove, and in case of necessary alteration, change or relocate the construction and render bills for the cost of such removal, change or relocation, to the Grantee, which bills the Grantee agrees to pay on or before the fifteenth of the month next succeeding that in which such bill is rendered.

Grantee shall have the right to trim trees or portions thereof 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.

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 actually 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.

FILED - REC'D - FEB 10 - 1919

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 25 day of January, 1949.

UTAH LIME AND CEMENT COMPANY



[Signature]  
Secretary

[Signature]  
President

SALT LAKE PIPE LINE COMPANY

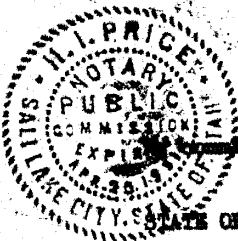
By

[Signature]  
President

SS.

On the 25 day of January, 1949, personally appeared before me [Signature], who being by me duly sworn, did say that he is the President of Utah Lime and Cement Company, and that said instrument was signed in behalf of said corporation by authority of a Resolution of its Board of Directors, and said [Signature] acknowledged to me that said corporation executed the same.

WITNESS my hand and notarial seal.



[Signature]  
Notary Public

Commission expires: 7/1/51 Residing at: Salt Lake City

STATE OF UTAH  
COUNTY OF DAVIS

SS.

On the 28 day of January, 1949, personally appeared before me G. E. Finney, Jr., who being by me duly sworn, did say that he is the President of Salt Lake Pipe Line Company, and that said instrument was signed in behalf of said corporation by authority of a Resolution of its Board of Directors and said G. E. Finney, Jr., acknowledged to me that said corporation executed the same.

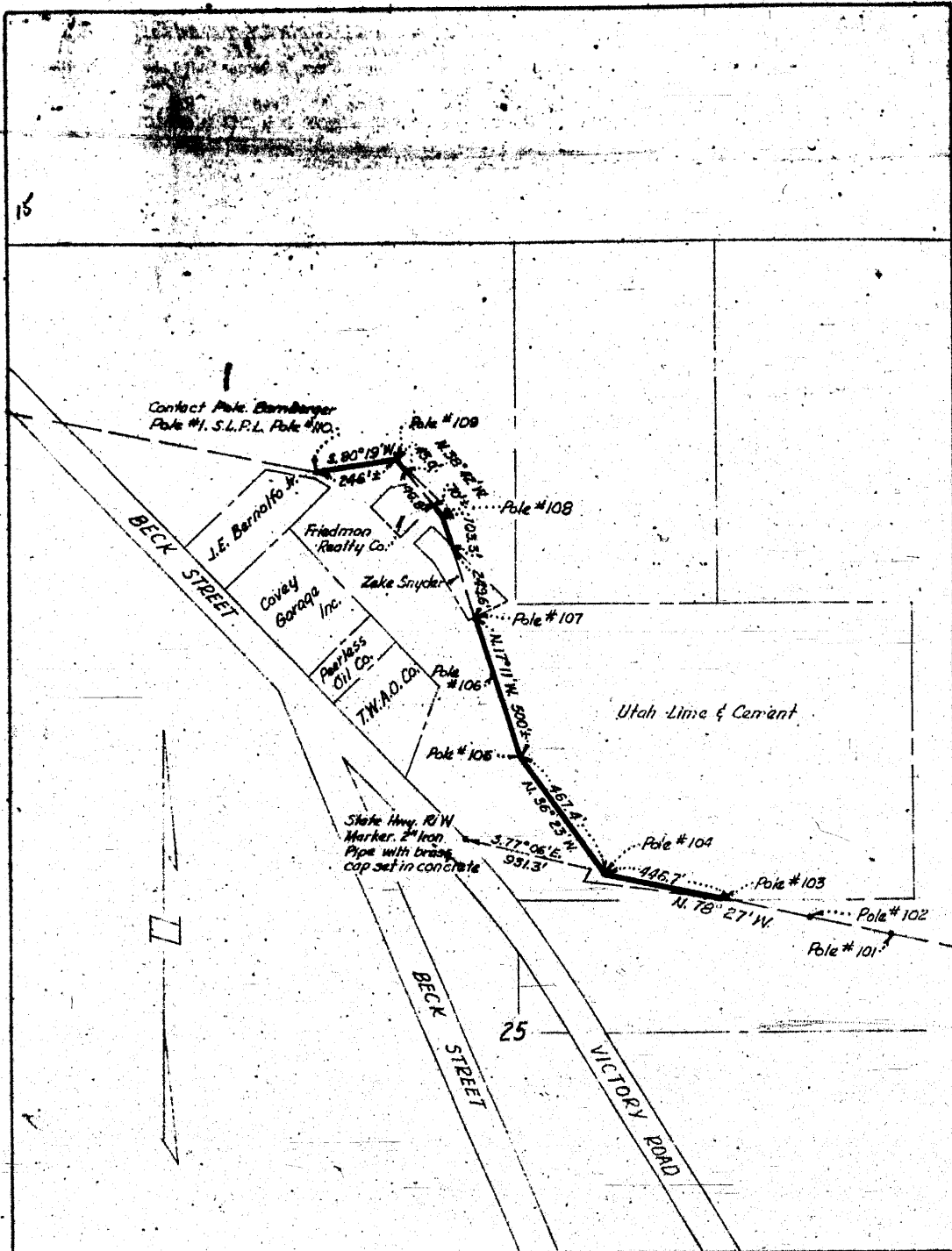
WITNESS my hand and notarial seal.

[Signature]  
Notary Public

Commission expires: July 18, 1951 Residing at: Salt Lake City, Utah



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**RIGHT OF WAY MAP**

**SALT LAKE PIPE LINE COMPANY**

DATE 10-1-52  
DRAWN BY C-200

PORTION SECTION 25, T.1N., R.1W., S.L.M.  
SALT LAKE CITY, UTAH

DEPT  
Dr. J.H.K. Ch. S.M.W.

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