

THIS AGREEMENT, entered into October 13, 1915, between John Arronco and wife, Amalia, of Kenilworth, Carbon County, Utah, Parties of the first part, and the Carbon Fuel Company, a corporation organized and existing under the laws of the State of Utah, with headquarters at Salt Lake City, Utah, party of the second part.

WITNESSETH:

Whereas parties of the first part are the owners of lots 2 and 3 and the Northeast quarter of the Southwest quarter of Sec. 7, Twp. 13, S. R. 9 East. S.L.B. & M; and whereas party of the second part desire to construct and maintain a pipeline, running through said lands and described as follows:

Beginning at a point South 1370 ft. from N. W. Cor. Sec. 7, Twp 13 S. R. 9 E. S. L. B. & M., thence a right of way 10 ft. wide, bearing south 55° 36' east 190 ft., thence south 53° 20' East 216 ft. thence south 30° 52' East 178 ft. thence south 56° 22' East 116 ft. thence south 19° 18' east 300 ft. thence south 30° 21' west 158 ft. thence south 17° 29' east 129 ft. thence south 32° 12' east 105 ft. thence south 58° 43' east 126 ft. thence south 51° 07' east 59.7 ft. thence south 68° 31' east 322.3 ft. thence south 71° 38' east 162 ft. thence north 77° 01' east 184 ft. thence north 58° 42' east 126.3 ft. thence north 61° 41' east 71.7 ft.

and whereas second party also desires to construct railroad tracks upon said land; right of way for same being described as follows:

One strip of land 50 ft. wide, 15 ft. on the north and 35 ft. on the south side of the following described center line:

Beginning at point south 28° 17' East 3161 ft. east from the N.W. corner of Sec. 7, Twp. 13 S. R. 9 E. S. L. B. & M., thence on a 14° curve to the right a distance of 200 ft. bearing from a tangent north 39° 8' East. This certain strip of land being located in the N. E.  $\frac{1}{4}$  of the S. W  $\frac{1}{4}$  of Sec. 7, Twp. 13 S. R. 9 E. S. L. B. & M.

Now therefore, be it understood and agreed, that said parties of the first part do hereby grant to said party of the second part, an Easement, and the privilege of constructing said pipe-lines on said right of way described herein; and further agrees that party of the second part shall at all times have full access to said right of way and pipe-lines, and the privilege of installing additional pipe-lines, if the said party of the second part deems necessary at any time, in the carrying on of its coal mining business and townsite.

Parties of the first part also grant to said party of the second part, the right to construct railroad tracks on the railroad right of way described herein; to maintain the same; and to operate the same at all times.

In consideration of the above easements and privileges, the second party agrees to put in tap-line, to connect with it's water pipe-line system, on the property of the said parties of the first part, at a point selected by parties of the first part. Said second party to allow said first parties to have the use of such water as is necessary to take care of two families and properly water 15 head of stock.

It is understood that this agreement shall be binding upon the heirs and assigns of both parties hereto.

John Arronco

Amalia Arronco

Parties of First Part

Witness:

W. W. Jones

Subscribed and sworn to before me, this 13th day of October 1915.

A. H. Jenkinson Notary Public.

(SEAL)

Recorded October 19th, A. D. 1915 at 9 A. M.

Barbara Forrester, Recorder

By B. A. Forrester Deputy.