

hereinafter called the "Licensee" of the second part:

A 30 foot wide private roadway and crossing at grade extending northerly across the 200 foot wide right-of-way of the Licensor's Bingham Branch opposite Milepost 7 plus 1300 feet, more or less, near Dalton, in Salt Lake County, Utah, as shown on the attached drawing, number UC-57159, DR-287.

PRIVATE WAY as and wherever said term is employed herein, shall mean a way for travel for pedestrians, vehicles, implements and live stock. It is expressly stipulated that the private way is to be a strictly private one and is not intended for public use. Licensee agrees said private way will only be used for ingress and egress to Licensee's Oquirrh Substation.

The foregoing license is subject to all outstanding superior rights (including those in favor of telegraph and telephone companies, lessees of said right-of-way and others) and the right of the Licensor to renew and extend the same.

2. The Licensee shall, at the sole cost and expense of the Licensee, maintain, repair, and reconstruct, whenever necessary and when required so to do by the Licensor, said private way and all its appurtenances in accordance with plans and in manner satisfactory to the Licensor; and at all times keep said private way in a good state of repair;

the Licensor, however, shall have the right, if it so elects, at any time, though it shall be under no obligation whatever to do so, to make necessary or proper repairs or to reconstruct said private way, notwithstanding the obligation of the Licensee to maintain, repair and reconstruct, and in the event the Licensor at any time elects to repair or reconstruct said private way, the Licensee shall, upon presentation of estimates, advance such sum of money as the Licensor may deem necessary for such repair or reconstruction, or upon bill being rendered for work already done, the Licensee shall reimburse the Licensor for the cost of such repair or construction. The optional right of the Licensor to make repairs or to reconstruct said private way shall in no manner or degree relieve the Licensee from responsibility to the Licensor or to other persons or corporations for the failure of the Licensee to properly maintain or reconstruct said private way, or any structure which the Licensee agrees, as aforesaid to maintain or reconstruct.

3. The Licensee, at the Licensee's expense, shall keep the flangeways at said private way clean and free from dirt, rocks and other material, and shall not foul or permit the fouling of any track of the Licensor, or permit any condition which will interfere with the safe operation of locomotives, cars or trains over said private way.

4. The Licensee agrees to pay to the Licensor, in advance, the sum of \$ 100.00, as consideration for license and permit herein granted.

5. If at any time after the installation of said private way, any law, State or Federal, or any officer or regulatory board or commission, State or Federal, having jurisdiction, shall require any alterations, changes or improvements of said private way and of its appurtenances, as herein defined, or any additional safeguards, protection, signals or warnings, the same shall be constructed, maintained and operated at the sole expense of the Licensee, as herein provided with respect to maintenance, repair, reconstruction, etc., in paragraph 2 hereof.

6. The Licensee shall not enter upon the premises for the purpose of constructing said private way nor for the purpose of repairing or renewing the same, without special written license or permit first had and obtained from the Licensor, or the Licensor's duly authorized agent, except in cases of emergency when work is necessary to avert loss or damage to property. All work of construction, maintenance, operation or reconstruction shall be done by the Licensee in such manner as to cause no interference with the constant, continuous and uninterrupted use of the tracks and property of the Licensor as to operation, maintenance, renewals or possible new construction by the Licensor.

7. This license shall not be deemed to give the Licensee exclusive possession of any part of the premises described, but the Licensor shall have unimpaired right to retain its track or tracks as now owned and operated at the place of construction of such private way, and nothing shall be done or suffered to be done by the Licensee at any time that shall in any manner impair the usefulness or safety of said track or tracks of the Licensor or of any track or improvement to be hereafter constructed. The Licensor shall have the right at any and all times hereafter to construct, maintain and operate such additional tracks, structures and improvements where said private way is to be constructed and across the same, as it may from time to time elect; and in case of any change at any time in the arrangement, construction or plan of the Licensor's tracks, or in case of the construction of any buildings or improvements by the Licensor, said private way shall be altered or entirely removed by the Licensee at the sole cost and expense of the Licensee, in such manner as may be necessary to conform to the tracks, buildings or improvements of the Licensor as so changed, altered or improved, and if the Licensee shall fail to do any of the things in this paragraph enumerated, the Licensor may do or cause the same to be done at the cost of the Licensee.

8. The Licensee assumes the entire burden and duty of keeping the gates at said private way locked when not in use, and the sole duty and burden of preventing the use of said private way by any persons, firms or corporations, other than those mentioned herein for whose benefit said private way is licensed; and assumes all liability for damage to or destruction of property, injury to or the death of persons resulting from the use of said private way by persons other than those for whose benefit said private way is licensed, or resulting from the failure on the part of the Licensee to keep the gates closed and locked and the said private way and all of its appurtenances in safe condition.

9. The Licensee shall at all times protect, indemnify and save harmless the Licensor from any and all claims, demands, judgments, cost, expenses, and all damage of every kind and nature made, rendered or incurred by or in behalf of any person or corporation whatsoever, in any manner due to or arising out of any injury to or death of any person, or damage to property of any person or persons whomsoever, including the parties hereto and their officers, families, servants and employees, in any manner arising from or growing out of the construction, maintenance, operation, repair, extension, renewal, existence, use or removal of said private way, or the failure to properly construct, operate, maintain, renew or remove the same, and from all costs and expenses, including attorneys' fees connected in anywise with the matters and things contained in this agreement. Neither the right of supervision by the Licensor of the location, installation, operation and the maintenance of said private way, nor the exercise or failure to exercise said right, nor the approval or failure to disapprove, by the Licensor of the location, installation, operation and maintenance of said private way, nor the election of the Licensor to construct or reconstruct the whole or any part or to repair said private way, shall be deemed a waiver of the obligations of the Licensee contained in this paragraph or a release therefrom, or from any other obligation of this agreement resting upon said Licensee that is hereinbefore or hereinafter expressed or implied.

10. If the Licensee shall fail to locate, construct, operate, repair, extend, renew or remove said private way in accordance with the terms of this agreement and to the entire satisfaction of the Licensor, or shall fail to pay to the Licensor any sum of money for the construction, repair, extension, renewal or removal of said private way, or shall fail to adjust the said private way to any changes made by the Licensor, or shall in any respect fail to keep and perform any of the conditions, stipulations, covenants and provisions of this agreement to be kept and performed, by the said Licensee, this agreement shall at the option of the Licensor be void and of no effect; and this license shall cease and the Licensor shall have the right to remove said private way and restore the right of way and premises of the Licensor at any time thereafter at the sole expense of the Licensee. Any forfeiture hereunder may be claimed by the Licensor without notice to the Licensee. Any notice herein provided for shall be sufficiently given and delivered if mailed in an envelope properly stamped and addressed to the Licensee at the last known post office address, or if no address is known, at the post office nearest to the place where the said private way is located.

11. Non-user of such private way for the purpose for which it was originally constructed, continuing at any time for the period of one year, shall constitute an abandonment of this license. Unless so abandoned or terminated,

as hereinabove or hereinafter provided, this license and agreement shall remain in full force and effect until terminated by written notice given by either party to the other party not less than sixty days in advance of the date of termination; but it is understood that if at any time the maintenance and operation of said private way shall be inconsistent with the use by the Licensor, of the right of way for railroad purposes, this license shall immediately cease ipso facto.

12. Within thirty days after the termination of this agreement howsoever, the Licensee, at Licensee's sole expense, shall, if the Licensor so desires the Licensee to do, remove the said private way (including all approaches, planking, gates, and all other structures constructed in connection with said private way) and restore the premises of the Licensor, including all right-of-way fences, to a condition which will be satisfactory to the Licensor, and if the Licensee fails so to do, the Licensor may do such work of removal and restoration at the expense of the Licensee. In the event of the removal of the private way as in this section provided, the Licensor shall not be liable to the Licensee for the damage sustained by Licensee for or on account of such removal, and such removal shall not prejudice or impair any right of action for damages or otherwise which the Licensor may have against the Licensee.

13. None

14. The covenants, stipulations and conditions of this agreement shall extend to and be binding upon the Licensor, its successors and assigns, and shall extend to and be binding upon the Licensee and the heirs, administrators, executors, successors and assigns of the Licensee (as the context may admit), and the term "Licensee" used herein shall be held to include such persons, copartnerships or corporations as are mentioned herein as of the second part. The Licensee shall not assign this license or any interest therein directly or indirectly, nor incur the same without the written consent of the Licensor first had and obtained.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first hereinabove written.

THE DENVER AND RIO GRANDE WESTERN
RAILROAD COMPANY, Licensor

By E. H. Waring
Chief Engineer

UTAH POWER & LIGHT COMPANY RR

ATTEST:

[Signature]
VICE PRESIDENT

RECEIVED AS
DEPOSITED

Approved by the
Board of Directors
[Signature]

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SCALE HORIZONTAL
VERTICAL

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100 + 0

$$2Li + 2H_2O \rightarrow 2LiOH + H_2$$

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SECRET
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BE INSTALLED)

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BINGHAM
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230 K.

£ 30' ROAD -

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PROPOSED FINISH GRADE

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MP-7

To Midvale

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0+19

ROAD
EDGE OIL

1+52
2+10

RR TRACKS
DITCH

2+62
L-SIGURD
V. LINE

46 KV LINE

NORTH

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ER 86

PROPOSED CROSSING AND/OR ENCROACHMENT

UTAH POWER & LIGHT COMPANY
OVER AND/OR UPON THE PROPERTY OF
D. & R. G. W. R. R. CO.

LOCATION NEAR DALTON (SOUTH JORDAN)
AT M. P. 7 + 1300' ± *Bingham Branch*

SEC. 11 T. 3 S., R. 2 W., S. 1 M.

COUNTY OF SALT LAKE

STATE OF UTAH

DATE SEPT. 5, 1975

SCALE: HOR. 1" = 200'

VER.

APPLICATION IS HEREBY MADE FOR THE
ABOVE DESCRIBED CROSSING AND/OR
ENCROACHMENT UNDER TERMS OF
GENERAL LICENSE PERMIT.

UTAH POWER & LIGHT COMPANY

W. A. [Signature]
ENGINEERING SERVICES MANAGER

CONSTRUCTION APPROVED SUBJECT TO TERMS
OF D. & R. G. W. CONTRACT NO.
PERMIT NO. DATE

DENVER & RIO GRANDE WESTERN
RAILROAD COMPANY

E. W. [Signature]
CHIEF DRAFTSMAN

C. [Signature] 10/29/75
ELECTRICAL ENGINEER

SUPERINTENDENT OF COMMUNICATION

SIGNAL ENGINEER

SUPERINTENDENT

CHIEF ENGINEER

CONTRACT NO. 27242

UC - 57159 DR-287

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