

Conoco Inc
P.O. Box 2197 Envelope
Houston, TX 77252

BOOK 1094

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PAGE 1224

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RECORDED AT REQUEST OF

Conoco Inc

1986 JUN 18 PM 3:33

CAROL DEAN PAGE
DAVIS COUNTY RECORDER
DEPUTY John FEE 7.00

AS RETURN TO:

Section 100 INC.
Form 333
ROW 8 C. ML-178
P.O. BOX 2197
HOUSTON, TX 77252

Contract No.....

PIPE LINE CROSSING LICENSE

L 1/2 sec 24 2N NW

THIS AGREEMENT, Made and entered into this 23rd day of September, 1952, by and between THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY, a Delaware corporation, hereinafter called the "Railroad Company", party of the first part, and PIONEER PIPE LINE COMPANY, a Delaware corporation, hereinafter called the "Licensee", party of the second part:

WITNESSETH, That the Railroad Company for and in consideration of the covenants and agreements of the Licensee herein contained, hereby licenses and permits the Licensee upon the terms and conditions hereinafter set forth to construct, maintain, and use a pipe line across the right of way and under the tracks of the Railroad Company as herein specified, to-wit:

An 8-inch diameter oil pipe line encroachment upon and along the right of way of The Denver and Rio Grande Western Railroad Company near Valencia, Davis County, State of Utah, within the west half of Section 24, Township 2 North, Range 1 West, Salt Lake Base and Meridian, extending parallel with and 53 feet easterly measured at right angles from the center line of the main track of said Railroad Company, between points opposite Mile Post 754 plus 1102 feet and Mile Post 754 plus 1670 feet, a distance of 568 feet, as shown on the attached map.

THIS LICENSE is expressly conditioned upon the performance by the Licensee of all and singular the covenants and agreements hereinafter set forth to be by said Licensee kept and performed, each of said covenants and agreements being hereby made a condition; and it is also hereby stipulated that a waiver by the Railroad Company of any breach of any condition shall in no manner impair the right of the Railroad Company to avail itself of any subsequent breach of the same or any other condition.

1. Licensee agrees to use said pipe line for the following purpose and for no other, to-wit:

For the conveyance of petroleum products.

2. The Licensee shall furnish material for and construct said pipe line at the sole cost and expense of the Licensee in such manner and according to such plans as the Chief Engineer of the Railroad Company or its duly authorized agent may deem best for the safety and proper protection of the track, roadbed, and premises of the Railroad Company.

3. The Licensee agrees to pay to the Railroad Company, in advance, the sum of Ten Dollars (\$10.00), as consideration for license and permit herein granted.

4. The Licensee shall, at its sole cost and expense, maintain, repair, and reconstruct, whenever necessary or when required so to do by the Chief Engineer of the Railroad Company or its duly authorized agent, said pipe line and all its appurtenances in accordance with plans and in manner satisfactory to the Chief Engineer of the Railroad Company or its duly authorized agent. The Railroad Company, 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 pipe line, notwithstanding the obligations of the Licensee to maintain, repair, and reconstruct, and in the event the Railroad Company at any time elects to repair or reconstruct said pipe line the Licensee shall, upon presentation of estimate, advance such sum of money as the Chief Engineer of the Railroad Company or its duly authorized agent may deem necessary for such repair or reconstruction, or upon bill being rendered for work already done, the Licensee shall reimburse the Railroad Company for the cost of such repair or reconstruction.

The optional right of the Railroad Company to at any time make repairs or to reconstruct said pipe line shall in no manner or degree relieve the Licensee from responsibility to the Railroad Company or to other persons or corporations for the failure of the Licensee to properly maintain or reconstruct said pipe line or any structure which the Licensee agrees as aforesaid to maintain or reconstruct.

5. The Licensee shall not enter upon the premises of the Railroad Company for the purpose of constructing said pipe line nor for the purpose of repairing or renewing the same nor for any purpose whatever, except for purpose as hereinabove provided, without special written license or permit first had and obtained from the Railroad Company or its duly authorized agent, except in cases of emergency when work is necessary to avert loss or damage to the property of the Railroad Company.

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 Railroad Company as to operation, maintenance, renewals, or possible new construction by the said Railroad Company.

6. This license shall not be deemed to give the Licensee exclusive possession of any part of the premises described, but the Railroad Company shall have unimpaired right to retain its tracks as now owned and operated at the place of construction of said pipe line, 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 tracks of the Railroad Company or any track or improvement to be hereafter constructed.

UT-DA-540
TRACT # 33 RODS 33
MAP AALN 50-1,2-111 Longitudinal

00-038-00-000

RW-1952-0273-00

The Railroad Company shall have the right at any and all times hereafter to construct, maintain, and operate such additional tracks, structures, and improvements where said pipe line is to be constructed and across the same as it may from time to time elect; the Licensee shall, upon notice of such election, extend said pipe line, and if required so to do by the Railroad Company, construct the roadbed for such additional track or tracks over said pipe line and provide structures necessary to carry such additional track or tracks across said pipe line according to such plans and specifications as the Railroad Company may prescribe; and in case of any changes at any time in the arrangement, construction, or plans of the tracks of the Railroad Company or in case of the construction of any buildings or improvements by the Railroad Company, said pipe line 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 Railroad Company as so changed, altered, or improved, and if the Licensee shall fail to do any of the things in this paragraph enumerated, the Railroad Company may do or cause the same to be done at cost of the Licensee.

7. The Licensee shall at all times protect, indemnify, and save harmless the Railroad Company from any and all claims, demands, judgments, costs, expenses and all damage of every kind and nature made, rendered, or incurred by or on 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 whatsoever, including the parties hereto and their employees, in any manner arising from or growing out of the construction, maintenance, operation, repair, extension, renewal, existence, use, or removal of said pipe line, or the failure to properly construct, operate, and maintain, renew, or remove the same, including any insecurity of the surface caused by the construction or use of said pipe line, and from all costs and expenses including attorneys' fees, connected in anywise with the matters and things contained in this contract.

And the said Licensee shall at all times protect, indemnify, and save harmless the Railroad Company from any and all claims, demands, judgments, costs, expenses, and all damage of any kind and nature whatsoever caused by the presence of said pipe line, whether or not such injury or damage may be caused by the carelessness or negligence of the said Licensee or of its officers, agents, servants, or employees.

Neither the right of supervision by the Railroad Company of the location, installation, operation, and maintenance of said pipe line, nor the exercise or failure to exercise said right, nor the approval or failure to disapprove by the Railroad Company of the location, installation, operation, and maintenance of said pipe line, nor the election of the Railroad Company to repair or reconstruct the whole or any part of said pipe line 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 contract resting upon said Licensee that is hereinbefore or hereinafter expressed or implied.

8. If the Licensee shall fail to locate, construct, operate, repair, extend, or remove said pipe line in accordance with the terms of this contract and to the entire satisfaction of the Chief Engineer of the Railroad Company, or shall fail to pay to the Railroad Company any sum of money for the repair, extension, renewal, or removal of said pipe line, or shall fail to adjust the said pipe line to any changes made by the Railroad Company, or shall in any respect fail to keep, do, and perform any of the conditions, stipulations, and provisions of this agreement to be kept, done and performed by the said Licensee, this agreement shall, at the option of the Railroad Company become void and of no effect; and this license shall cease and the Railroad Company shall have the right to remove said pipe line and restore the right of way and premises of the Railroad Company at any time thereafter at the sole expense of the Licensee. Any forfeiture hereunder may be claimed by the Railroad Company with out notice to the Licensee.

9. Nonuse of said pipe line for the purpose for which it was originally constructed, continuing at any time for the period of one (1) year, shall constitute an abandonment of this license. Unless so abandoned or terminated as above provided, this license shall remain in full force and effect for the period of five (5) years from and after the date hereof, and thereafter until terminated as hereinabove or hereinafter provided, or until terminated by written notice given by the Railroad Company or its duly qualified representative sixty (60) days in advance of the date of such termination; but it is understood that if at any time the maintenance and operation of said pipe line shall be inconsistent with the use by the Railroad Company of its right of way for railroad purposes, this license shall immediately cease *ipso facto*.

10. The covenants, stipulations, and conditions of this agreement shall extend to and be binding upon the parties hereto, their successors and assigns. The Licensee shall not assign this license or any interest therein, directly or indirectly, nor incumber the same without the written consent of the Railroad Company first had and obtained.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first hereinabove written.

THE DENVER AND RIO GRANDE WESTERN
RAILROAD COMPANY

By _____

John Ayer
Chief Engineer

(SEAL)

Attest:

W. R. Blasius
Secretary

PIONEER PIPE LINE COMPANY

Licensee

By _____

M. R. Blasius
Vice President

APR

