

Lilly May McNeil, his wife, and Moses W. Taylor, President of Kamas State Bank, personally known to him to be the signers of the above instrument as parties hereto, signed and deliver the same, and heard them acknowledge that they executed the same, and that he, the deponent, thereupon signed his name as a subscribing witness hereto at the request of the said Chancey E. McNeil and Lilly May McNeil, his wife, and Moses W. Taylor, President of Kamas State Bank.

Witness my hand and notarial seal.  
My commission expires April 26, 1951.

(SEAL)

C.D. Gooding  
Notary Public.  
Residing at Salt Lake City, Utah.

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Recording at the request of Salt Lake Pipe Line Company February 18, A.D. 1948

Mae R. Tree, County Recorder.  
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ENTRY No. 77126.

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) to the undersigned in hand paid, the receipt whereof is hereby acknowledged, Lorin Prescott, also known as Loren Prescott, an unmarried man, of the County of Summit, State of Utah, hereinafter called "Grantor", do hereby grant, convey and warrant to Salt Lake Pipe Line Company, a Nevada Corporation, hereinafter called "Grantee", the right of way from time to time to lay, construct, reconstruct, replace, renew, repair, maintain, operate, change the size of, increase the number of, and remove pipe lines and appurtenances thereof for the transportation of oil, petroleum, gas, gasoline, water, or other substances, or any thereof, and to erect, install, maintain, operate, repair, renew, add to and remove telegraph, telephone or power lines and appurtenances thereof on a single line of poles, or underground as Grantee from time to time and place to place may elect, with the right of ingress and egress to and from the same, over and through, under or along that certain parcel of land situate in Summit County, State of Utah and described as follows to wit:

That portion of Section 33, in Township 2 South of Range 6 East of the Salt Lake Meridian described as follows: Beginning at a point which is 1075.265 feet East and 33 feet South of the Northwest corner of said Section 33; and running thence South 1300.52 feet to the forty line; thence East on forty line 302.17 feet; thence North 1299.86 feet; thence West 301.5 feet to the place of beginning, being situated in the Northwest Quarter (NW $\frac{1}{4}$ ) of the Northwest (NW $\frac{1}{4}$ ) and the Northeast quarter (NE $\frac{1}{4}$ ) of the Northwest quarter (NW $\frac{1}{4}$ ) of said Section 33.

Said lines shall be laid, constructed, or erected within a strip of land 16 $\frac{1}{2}$  feet in width across said lands of Grantor, the exact location of said strip of land to be determined by a survey to be made by Grantee, and within one (1) Year from date hereof, Grantee shall execute and deposit for record in the Office of the County Recorder of said County an instrument containing the description of the center line of said 16 $\frac{1}{2}$  foot strip of land as determined by said survey. The grantor expressly grants to Grantee permission for entry upon the said land for the purpose of surveying and locating said strip of land.

For the consideration aforesaid, Grantor further grants to Grantee the right of ingress to and egress from Grantee's right of way on the said lands of Grantor and on adjoining lands by any practicable route or routes across the said lands of Grantor, provided that Grantee shall, wherever practicable use said 16 $\frac{1}{2}$  foot strip of land or existing roads or lanes.

Said lines may, in so far as the interests of Grantor extend therein be laid, erected, installed and maintained across roads, streets, alleys, ditches and canals that intersect or are adjacent to the described property or are appurtenant thereto.

Where said land is under cultivation said pipe lines or underground wires shall be laid to that the tops thereof are at least eighteen (18) inches beneath the surface of the ground. At all other points said pipe line or pipe lines or underground wires shall be buried, excepting that where they cross said water courses or ledges or strats of rock they may be laid above the surface, on such supporting structures as may be desired by Grantee.

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

Grantor reserves the right to use and enjoy said premises, provided, however, that Grantor shall not construct or maintain the whole or any part of any structure on said strip of land or in any manner impair or interfere with the present or prospective exercise of any of the rights herein granted.

Grantor may maintain or erect boundary fences, but Grantee may cut said fences and install and maintain good and substantial gates which shall be kept locked with a double locked hasp or chain, the Grantor placing his padlock and the Grantee placing its padlock so that each may unlock said gate without hindrance of the other.

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 mutually 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.

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 28th day of January, 1948.

WITNESS: Victor R. Hall

Lorin Prescott, also known as  
Loren Prescott.

CONSENT

For and in consideration of the sum of Ten Dollars (\$10.00) to the undersigned in hand paid, receipt whereof is hereby acknowledged, the undersigned, owning an interest in and to the land described in and covered by the above and annexed right of way do hereby approve of, join in and consent to and confirm said grant of right of way with the same force and effect as if the undersigned had executed same as a Grantor therein. If the said interest of the undersigned consists of a lease, mortgage or other lien and the rights of the undersigned thereunder are hereby subordinated to the right of way hereinabove granted.

Dated January 29th, 1948.

Commercial Bank of Heber City  
By R.C. Draper, Cashier

Witness:  
Mark D. Bowen  
Victor R. Hall

STATE OF UTAH, ( )  
: ss.  
COUNTY OF SALT LAKE, )

On this 6th day of February, 1948, before me personally appeared Victor R. Hall personally known to me to be the same person whose name is subscribed to the above instrument as a witness thereto, who being by me duly sworn, deposed and said that he resides in Georgetown, County of Clear Creek and the State of Colorado, that he was present and saw Lorin Prescott, also known as Loren Prescott, and R.C. Draper, Cashier of Commercial Bank of Heber City, personally known to him to be the signers of the above instrument as parties thereto, sign and deliver the same, and heard them acknowledge that they executed the same, and that he, the deponent thereupon signed his name as a subscribing witness thereto, at the request of the said Lorin Prescott also known as Loren Prescott, and R.C. Draper, Cashier of Commercial Bank of Heber City.

Witness my hand and notraillseal,  
Seal  
My commission expires April 26, 1951.

C.D. Gooding, Notary Public.  
Residing at Salt Lake City, Utah

Recorded at the request of Salt Lake Pipe Line Company, February 18, A. D. 1948 at 2 o'clock P.M.

Mae R. Tree, County Recorder.

Entry No. 77127.

For and in consideration of the sum of Ten and no/100 Dollars (\$10.00) to the undersigned in hand paid, the receipt whereof is hereby acknowledged Linda V. Atkinson of the County of Summit State of Utah, hereinafter called "Grantor", do hereby grant, convey and warrant to Salt Lake Pipe Line Company, a Nevada Corporation, hereinafter called "Grantee", the right of way from time to time to lay, construct, reconstruct, replace, renew, repair, maintain operate change the size of, increase the number of, and remove pipe lines and appurtenances thereof for the transportation of oil, petroleum, gas, gasoline, water, or other substances, or any thereof, and to erect, install, maintain, operate, repair, renew, add to and remove telegraph, telephone or power lines and appurtenances thereof on a single line of poles, or underground as Grantee from time to time and place to place may elect, with the right of ingress and egress to and from the same, over and through, under or along that certain parcel of land situate in Summit County, State of Utah, and described as follows, to-wit:

That portion of Section 33, in Township 2 South of Range 6 East of the Salt Lake Meridian, described as follows: Beginning at a point 709.5 feet East and 33 feet South of the Northwest corner of said Section 33; and running thence South 165 feet; thence West 396 feet; thence South 165 feet; thence West 264 feet; thence South 972.675 feet, more or less, to a point 33 feet East of the Southwest corner of the Northwest quarter (NW $\frac{1}{4}$ ) of the Northwest quarter (NW $\frac{1}{4}$ ) of said Section 33; thence East on forty line 1027.31 feet; thence North 1300.52 feet, more or less, to a point 33 feet south of Section line; thence West 365.765 feet to the place of beginning.

Said lines shall be laid, constructed or erected within a strip of land 16 $\frac{1}{2}$  feet in width across said lands of Grantor, the exact location of said strip of land to be determined by a survey to be made by Grantee, and within one (1) year from date hereof, Grantee shall execute and deposit for record in the Office of the County Recorder of said County an instrument containing the description of the center line of said 16 $\frac{1}{2}$  foot strip of land as determined by said survey. The Grantor expressly grants to Grantee permission for entry upon the said land for the purpose of surveying and locating said strip of land.

For the considerations aforesaid, Grantor further grants to Grantee the right of ingress to and egress from Grantee's right of way on the said lands of Grantor and on adjoining lands by any practicable route or routes, across the said lands of Grantor, provided that Grantee shall, wherever practicable, use said 16 $\frac{1}{2}$  foot strip of land or existing roads or lanes.

Said lines may, in so far as the interests of Grantor extend therein, be laid, erected, installed and maintained across roads, streets, alleys, ditches and canals that intersect or are adjacent to the described property or are appurtenant thereto.

Where said land is under cultivation said pipe line or pipe lines or underground wires shall be laid so that the tops thereof are at least eighteen (18) inches beneath the surface of the ground. At all other points said pipe line or pipe lines or underground wires shall be buried, excepting that where they cross water courses or ledges or strata of rock they may be laid above the surface of such supporting structures as may be desired by Grantee.

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