

or overhanding 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 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 12th day of February, 1948.

Witness:
Victor R. Hall.

Wendell Atkinson
Wendall Atkinson

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

On this 13th 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 Wendell Atkinson, an unmarried man, personally known to him to be the signer of the above instrument as a party thereto sign and deliver the same and heard him acknowledge that he executed the same, and that he, the deponent, thereupon signed his name as a subscribing witness thereto at the request of the said Wendell Atkinson, an unmarried man.

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

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

(SEAL)

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. 77135.

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, Byron T. Mitchell, also known as Byron Mitchell, and Emma J. Mitchell, his wife, of the County of _____ State of _____, 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 and change the size of, and remove pipe lines and appurtenances thereof for the transportation of the 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 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 29, in Township 2 South of Range 6 East of the Salt Lake Meridian, described as follows: Beginning at a point 40 rods North of the Southwest corner of the Northwest quarter (NW $\frac{1}{4}$) of said Section 29; and running thence North 40 rods; thence East 80 rods; thence South 40 rods; thence West 80 rods to the place of beginning, also

That portion of Section 19, in Township 2 South of Range 6 East of the Salt Lake Meridian, described as follows: Beginning at a point 362 feet North of the Southeast corner of the Southwest quarter (SW $\frac{1}{4}$) of said Section 19, said point being on the South boundary of the County Road; and running thence along the South boundary of the County Road North 65°6' West 480 feet; thence South 3°38' East 121.5 feet; thence South 50°43' West 988 feet to the Southwest corner of the Southeast quarter (SE $\frac{1}{4}$) of the Southwest (SW $\frac{1}{4}$) of said Section 19; thence North 2640 feet, more or less, to the Northwest corner of the Northeast quarter (NE $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$) of said Section 19; thence East 1320 feet to the Northeast corner of the Southwest quarter (SW $\frac{1}{4}$) of said Section 19; thence South 958 feet, more or less, 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 consideration aforesaid, Grantor further grants to Grantee the right of ingress 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, whenever 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, 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 12th day of February, 1948.

WITNESSES:

Victor R. Hall

Byron T. Mitchell, also known as Byron
Mitchell
Emma J. Mitchell

State of Utah :
: ss
County of Salt Lake :

On this 13th 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 Byron T. Mitchell, also known as Byron Mitchell, and Emma J. Mitchell, his wife, personally known to him to be the signers of the above instrument as parties hereto, sign and deliver the same, and he, the deponent, thereupon acknowledged 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 Byron T. Mitchell, also known as Byron Mitchell, and Emma J. Mitchell, his wife.

Witness my hand and notarial seal.

Seal
My commission expires April 26, 1951
Residing at Salt Lake City, Utah

C.D. Gooding
Notary Public

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

Mae R. Tree County Recorder