

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, HEWLETT RANCH, INC., a corporation of the State of Utah

of the County of Salt Lake, State of Utah, hereinafter called Grantor, do hereby grant 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 and Wasatch County, State of Utah, and described as follows, towit:

Lot Fourteen (14) of Diamond Bar X Subdivision No. 1, according to the map of said subdivision filed October 3, 1955 in the Records of Summit County, State of Utah; also that portion of the Northeast Quarter of the Northeast Quarter of Section Twenty-one (NE<sup>1/4</sup> NE<sup>1/4</sup> Sec. 21) lying southeasterly of said Diamond Bar X Subdivision No. 1; and the Northwest Quarter of the Northwest Quarter of Section Twenty-two (NW<sup>1/4</sup> NW<sup>1/4</sup> Sec. 22) all in Township Three South, Range Seven East, Salt Lake Meridian (T 3 S, R 7 E, S.L.M.)

This grant of right of way is in addition to and supplements those certain grants of right of way from Hewlett Ranch, Inc., to Salt Lake Pipe Line Company, dated April 23, 1948 (recorded May 5, 1948 in Book 5 of Misc. Records at Page 549, Wasatch County, Utah) and December 14, 1948 (recorded March 19, 1949 in Book 6 of Misc. Records at Page 37, Wasatch County, Utah, and January 5, 1948, in Book 2 of Misc. Records at Page 390, Summit County, Utah).

Across Lot Fourteen, the Northerly boundary of the sixteen and one-half foot strip of land described herein below shall begin at the intersection of the strip defined in the prior right of way referred to herein above with the Northeasterly boundary line of said Lot Fourteen and shall run to the Southeasterly boundary line of said Lot Fourteen along and contiguous to the Northeasterly boundary of said Lot Fourteen which is also the Southwesterly boundary of Lot Thirteen. From the Southeasterly boundary of Lot Fourteen said strip shall run Easterly, thence Northeasterly to a point on the prior right of way approx. 75' west of west boundary of Lot One of Diamond Bar X Subdivision No 2. The route selected by Grantee for the first pipe line laid hereunder shall be the center line of a strip of land sixteen and one-half (16 1/2) feet wide within which all additional lines, as provided for herein, must be laid.

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 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 lines shall be buried, excepting that where they cross water courses or projecting ledges of rock they may be laid above the surface.

Grantee shall have the right to trim trees or portions thereof 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 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 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 11<sup>th</sup> day of July, 1957.

Attest:

W. C. Hewlett  
Secretary

W. C. Hewlett  
President

\* Entry 75302, February 6, 1956,  
Book 27 of Records, Page 153.

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CONSENT

For and in consideration of the sum of Ten and no/100 - - - - - 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, such lease, mortgage, or other lien and the rights of the undersigned thereunder are hereby subordinated to the right of way hereinabove granted.

WITNESSES:

Attest: Lester F. Hawlett DATE: July 11, 1957 DIAMOND-BAR X RANCH  
Secretary Edward W. Cope  
By President

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

On the 10<sup>th</sup> day of July, 1957, personally appeared before me Lester F. Hawlett and V.O. Hawlett, who being by me duly sworn, did say that they are the President and Secretary of HEWLETT RANCH, INC., a Utah Corporation, and that said instrument was signed in behalf of said corporation by authority of its by-laws (or of a resolution of its Board of Directors) and said Lester F. Hawlett and V.O. Hawlett acknowledged to me that said corporation executed the same.

WITNESS my hand and notarial seal.

My commission expires June 23, 1959.

May Hayes  
Notary Public

Residing at Salt Lake City

STATE OF UTAH }  
 COUNTY OF SALT LAKE } ss.

On the 10th day of July, 1957, personall appeared before me  
Edward W. Clyde and Elliott Lee Pratt,  
 who being by me duly sworn, did say that they are the President and  
Secretary of DIAMOND BAR X RANCH, a Utah Corporation, and  
 that said instrument was signed in behalf of said corporation by authority of its  
 by-laws (or of a resolution of its Board of Directors) and said  
Edward W. Clyde and Elliott Lee Pratt  
 acknowledged to me that said corporation executed the same.

WITNESS my hand and notarial seal.

My commission expires June 23, 1959.

Wayne G. Hale  
 Notary Public

Residing at Salt Lake City

Entry No 77175 Recorded at request of P. D. Hayes  
 Date July 30 1957 at 11 a.m. M. Wayne C. White, Wasatch County Recorder  
Mary E. Healy Deputy, Book 31, Page 2

SEARCHED <input type="checkbox"/>	INDEXED <input type="checkbox"/>
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JULY 30 1957	
WASATCH COUNTY RECORDER	
SALT LAKE CITY, UTAH	
SEARCHED <input type="checkbox"/> INDEXED <input type="checkbox"/>	
SERIALIZED <input type="checkbox"/> FILED <input type="checkbox"/>	
JULY 30 1957	
WASATCH COUNTY RECORDER	
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