

Entry No. 78278.

WHEREAS, by written instrument dated April 22, 1948, and recorded May 24, 1948, in book Z of Miscellaneous at pages 237-238, in the office of the County Recorder of Summit County, State of Utah, VICTORY RANCHES, INC., a Utah corporation, granted to SALT LAKE PIPE LINE COMPANY, a Nevada Corporation qualified to do business in Utah, certain rights of way in certain premises in said Summit County intended in said instrument to be accurately bounded and described; and

WHEREAS, it has been discovered that certain errors occurred in designating the premises intended to be covered and affected by said rights of way:

NOW THEREFORE, between the undersigned parties to said original instrument for the purpose of correcting said errors, it is hereby agreed that the premises intended to be bounded and identified in said instrument are accurately described as follows, to-wit:

Government Lot One (1); the Northeast quarter of the Northwest quarter (NE<sub>1</sub>NW<sub>1</sub>); and West half of the Northeast quarter (W<sub>1</sub>NW<sub>1</sub>) of Section 30, in Township 2 South of Range 6 East of the Salt Lake Meridian; also

That portion of Section 19, in Township 2 South of Range 6 East of the Salt Lake Meridian, described as follows: Beginning at the Southwest corner of the Southeast quarter (SE<sub>4</sub>) of said Section 19; and running thence East 329.4 feet; thence North 43°47' West 548 feet, more or less, along County road; thence South 360 feet 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 the Northeast corner of the Northwest quarter (NW<sub>4</sub>) of Section 30, said Township and Range; and running thence North 362 feet to the South boundary of County road; 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 Northwest corner of the Northeast quarter of the Northwest quarter (NE<sub>1</sub>NW<sub>1</sub>) of said Section 30; thence East 1320 feet to the place of beginning.

and said instrument of April 22, 1948, be and the same is hereby amended so as to properly describe said premises and is not in any other respect otherwise altered or amended.

WITNESS the hands of the parties this 10 day of December, 1948.

Victory Ranches, Inc.

Attest: Arthur S. Cowen  
Seal

By, Madeline A. Werner  
Its President.

SALT LAKE PIPE LINE COMPANY  
By, C.E. Finney, Jr., Its President.

Attest:  
R.W. Johnson, Secretary  
Seal

STATE OF NEW YORK, ( : ss.  
COUNTY OF NEW YORK, )

No. 81113

I, Archibald R. Watson, County Clerk and Clerk of the Supreme Court, New York County, a Court of Record having by a law a seal, DO HEREBY CERTIFY that Arthur S. Cowen whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment or proof, was at the time of taking same a Notary Public in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York, that pursuant to law was sworn commission, or a certificate of his official character, and his autograph signature; have been filed in my office; that as such Notary Public he was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorneys and other written instruments for lands, tenements and hereditaments to be read in evidence of recorded in this State, to protest notes and to take and certify affidavits and depositions and that I am well acquainted with the handwriting of such Notary Public, or have compared the signature on the annexed instrument with his autograph signature deposited in my office, and believe that the signature is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official <sup>seal</sup> this 14 day of December, 1948.

Archibald R. Watson,  
County Clerk and Clerk of the Superior Court,  
New York County.

Seal  
Fee paid 25¢

STATE OF NEW YORK, ( : ss.  
COUNTY OF NEW YORK, )

On the 10 day of December, 1948, personally appeared before me Madeline A. Werner who being by me duly sworn did say that he is the President of Victory Ranches Inc., and that the above instrument was signed in behalf of said corporation by authority of the Board of Directors and said Madeline A. Werner acknowledged to me that said corporation executed the same.

Arthur S. Cowen, Notary Public,  
Residing at 3055 Cecutin Crt. Box 32.

Seal  
My commission  
expires March 30, 1950.

Arthur S. Cowen

Notary Public, State of New York, Qualified in Bronx County  
Bronx Co. Clerk's No. 30, Reg No. 188 C-0

N.Y. Co. Clk's No. 340, Reg. No. 681-C-0  
 Kings Co. Clk's No. 170 Reg. No. 424-C-0  
 Queens Co. Clk's No. 351, Reg. No. 157-C-0  
 Commission expires March 30, 1950.

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

On the 15th day of November, 1948, personally appeared before me C.E. Finney Jr. who being by me duly sworn did say that he is the President of Salt Lake Pipe Line Company and that the above instrument was signed in behalf of said corporation by authority of its by-laws and said C.E. Finney, Jr. acknowledged to me that said corporation executed the same.

Earl H. Owen  
 Notary Public,  
 Residing at Salt Lake City, Utah.

Seal.  
 My commission expires July 18, 1951.

Prepared by S.L. P.L. Co.  
 Checked GE  
 Approved S.L.P.L.C.

Recorded at the request of Salt Lake Pipe Line Company January 5, A.D. 1949 at 11 o'clock A.M.

Mae R. Tree, County Recorder.

Entry No. 78279.

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., Formerly Stewart Ranch, a Corporation, of the County \_\_\_\_\_ 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, maintain, operate, change the size of, increase the number of, and remove pipe lines and appurtenances thereof for the transportation of oil, petroleum, 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 may 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 and Wasatch County, State of Utah, and described as follows to-wit:

The North half of the Northeast quarter (N<sub>2</sub>NE<sub>4</sub>); and the North half of the Northeast quarter of the Northwest quarter (N<sub>2</sub>NE<sub>4</sub>SW<sub>4</sub>) of Section 21, in Township 3 South of Range 7 East of the Salt Lake Meridian, EXCEPT the Stewart Ranch Subdivision is shown on plat of said Stewart Ranch Park Subdivision recorded in Summit County, Utah, as Entry Number 62173, at the request of Junius S. Romney on April 4, 1938 in File No. 1 of maps.

Said lines shall be laid, constructed or erected within a strip of land sixteen and one-half (16 $\frac{1}{2}$ ) feet in width, the center line of which is parallel with and 4.25 feet northerly, measured at right angles, to the following described surveyed line:

Beginning at a point on the easterly boundary line of said Section 21, distant southerly thereon 160.4 feet from an iron pipe with a brass cap identified as the North east witness corner of said section, said iron pipe being 39.6 feet northerly of said section corner; thence North 88° 38' West, 2888.7 feet; thence approximately North 83° 01' West, 396 feet, more or less, to a point on a northwesterly boundary line of the lands of the Grantor and a southerly boundary line of the Herbert D. Landes tract, all in said Section 21.

The boundary lines of said sixteen and one-half (16 $\frac{1}{2}$ ) foot strip of land shall be lengthened or shortened at their extremities to conform to the boundary lines of said lands of Grantor.

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 interest 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 wire 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 to that each may unlock said gate without hindrance of the other.

Grantee hereby agrees to pay any damages to grantor's fences, fences or buildings which may be caused by Grantee's behaviour; said damages if not mutually agreed upon, to be