



U
USES - Wasatch
Salt Lake Pipeline Company
Oil Pipeline Right-of-way
(Rangeley to Salt Lake City)
5/3/47

SPECIAL USE PERMIT

(Case designation)

Permission is hereby granted to Salt Lake Pipeline Company, Utah Oil Bldg.
of Salt Lake City, Utah

to use the following-described lands: within the Wasatch National Forest, State of Utah,
(Describe the lands to be occupied, if unsurveyed, by metes and bounds, with reference to a road or stream or well-known landmark; right of way by terminal points, direction, and lands occupied)
as more specifically shown on plats on file in the office of the Forest Supervisor
at 465 Federal Bldg., Salt Lake City, Utah, as right of way, said plats being
considered a part of this permit.

for the purpose of constructing and maintaining thereon an oil pipeline on a right-of-way
(Briefly but clearly describe the use, giving area of inclosures, length and width of right of way, etc.)
1.905 miles in length and 50 feet in width, together with relief station on
Little Mountain as shown on special plat for that structure.
subject to the following conditions:

1. The permittee shall pay to the Regional Fiscal Agent designated by the Forest officer for deposit to the credit of the Treasurer of the United States, in consideration for this use, the sum of Five and 83/100-----dollars (\$5.83-----) for the period from June 1-----, 1948, to December 31-----, 1948, and thereafter annually, on January 1-----, Ten and no/100-----dollars (\$10.00-----), which is at the rate of \$5.00 per mile or fraction thereof of line located on National Forest Land.
2. The permittee shall comply with the regulations of the Department of Agriculture governing the National Forest, shall observe all sanitary laws and regulations applicable to the premises, and shall keep the premises in a neat and orderly condition and dispose of all refuse and locate outhouses and cesspools as required by the Forest officers.
3. This permit is subject to all valid claims.
4. The permittee shall take all reasonable precaution to prevent and suppress forest fires. 16-38077-2

5. The permittee, if engaged in business, shall conduct same in an orderly manner and in accordance with all requirements of the laws of the State of Utah, as well as the laws of the United States.

6. The permittee shall pay the United States for any damage resulting from this use.

7. The permittee shall fully repair all damage, other than ordinary wear and tear, to roads and trails in the National Forests caused by the permittee in the exercise of the privilege granted by this permit.

8. Construction work (or occupancy and use) under this permit shall begin within 6 months months, be completed within 2 years from the date of the permit, and this use shall be actually exercised at least 360 days each year, unless the time is extended or shortened.

9. In case of change of address, permittee shall immediately notify the Forest Supervisor.

10. The charges for this use may be readjusted whenever necessary to place this permit on a basis consistent with the charge to other permittees for like privileges. A general readjustment will be made at the end of five years from the date of issuance of permit and at the end of each five-year period thereafter.

11. No National Forest timber may be cut or destroyed without first obtaining a permit from the Forest Supervisor.

12. Upon the abandonment, termination, or revocation of this permit, and in the absence of an agreement to the contrary, the permittee, if all the rental charges due the Government have been paid, may, within a reasonable period to be determined by the issuing officer, remove all structures which have been placed on the premises by him, except where the material was furnished by the Forest Service, but upon failure to remove the structures within that period they shall become the property of the United States.

13. This permit may be transferred with the approval of the officer by whom it was given or his successor, subject to such conditions as may be imposed at the time of transfer. It shall terminate upon breach of any of the conditions herein or at the discretion of the Regional Forester or the Chief Forest Service.

14. The permittee shall provide, whenever requested by the Forest officers, a way across the land covered by this permit for the free ingress or egress of Forest officers and for users of National Forest land and purchasers of National Forest products.

15. No Member of or Delegate to Congress shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom unless it is made with a corporation for its general benefit.

16. In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provision thereof, the preceding printed clauses will control.

17. The permittee shall indemnify the United States against any liability for
(Special stipulations necessary)
damages to life or property arising from the occupancy or use of national forest
lands under this permit, provided this shall not be construed to indemnify the
United States against its own negligence.

(Date)

(Signature of officer issuing permit)

16-38077-2

(Title)

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18. The permittee shall repair fully all damage, other than ordinary wear and tear, to roads and trails in the national forest caused by the permittee in the exercise of the privileges granted by this permit.
19. The permittee shall pay the United States, in accordance with the scale or estimate of forest officers, for all timber cut, damaged, killed, or destroyed on national forest lands, resulting from this use which, in the opinion of the forest supervisor, has a value commonly recognized in the locality concerned, at a rate to be fixed by the forest supervisor which shall correspond to the prevailing rates on the said forest, provided that, if, in the judgment of the forest supervisor, any of the timber so cut, damaged, killed, or destroyed does not have a value commonly recognized in the locality, payment will be required for only such portion thereof as is used by the permittee, at a rate to be fixed by the forest supervisor, which shall be equivalent to the estimated costs of examination and administration. The United States reserves the right to dispose of any such timber not used by the permittee and to require that it be banked or decked at places designated by the forest officers.
20. The permittee is authorized to clear the right-of-way hereby granted to the extent necessary for its operation, provided that this clause shall not operate to extend the right-of-way beyond the limit specified.
21. This permit confers no rights upon the permittee to use the right-of-way for purposes other than for the constructing, maintaining, and operating an oil pipeline except as otherwise specifically stated herein.
22. The permittee shall dispose of all slash, refuse, or unused timber accumulating on national forest land under this use, at such times and in such manner as may be required by the forest supervisor.
23. The permittee shall do everything reasonable within his power and shall require his employees, contractors and employees of contractors to do everything reasonably within their power, both independently and upon request of officers of the Forest Service, or other agents of the United States to prevent and suppress fires on or near lands to be occupied under this permit. The permittee shall pay the United States the suppression costs and damages resulting from any fires caused by the construction, maintenance or operation of this oil pipeline authorized by the permit.
24. The permittee shall protect the scenic and aesthetic values of the right-of-way and the adjacent lands as far as possible consistent with the authorized use, during construction, operation and maintenance of the oil pipeline.

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The permittee shall operate continuously its oil pipe line on the area covered by this permit unless, upon a full and satisfactory showing before the issuing officer, his successor, or superior that such continuous operation is prevented by unavoidable accident or contingency, this requirement is temporarily waived by the said forest supervisor.

26. The permittee shall require, in the exercise of the privileges granted by this permit, of its contractors and subcontractors compliance with all applicable conditions of this permit.

All uranium, thorium, and all other materials determined pursuant to section 5 (b) (1) of the Atomic Energy Act of 1946 (60 Stat.761) to be peculiarly essential to the production of fissionable material, contained, in whatever concentration, in deposits in the lands covered by this instrument are hereby reserved for the use of the United States, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby. However such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made; except that, when such use results in the extraction of any such material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be the property of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the ores in which it was contained. If the Commission requires the delivery of such material to it, it shall pay to the person mining or extracting the same or to such other person as the Commission determines to be entitled thereto, such sums, including profits, as the Commission deems fair and reasonable for the discovery, mining, development, production, extraction, and other services performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect.

28. The permittee shall protect all existing roads, trails, telephone-telegraph lines, and other improvements that may exist within the limits of the right-of-way.

This permit shall have no force or effect until the permittee has signified acceptance thereof by signing and returning the duplicate copy to the forest supervisor.

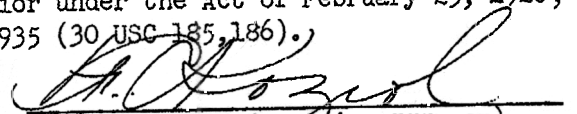
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30. This permit for the oil pipeline is issued upon the express condition that such pipeline shall be constructed, operated and maintained as a common carrier and shall accept, convey, transport or purchase without discrepancy, oil or natural gas produced from Government lands in the vicinity of the pipeline in such proportionate amounts as the Secretary of Agriculture may, after full hearing with due notice thereof to the interested parties and a proper finding of facts determine to be reasonable
31. This permit will automatically be superseded when right-of-way grant is made by the Secretary of the Interior under the Act of February 25, 1920, as amended by the Act of August 21, 1935 (30 USC 185, 186).

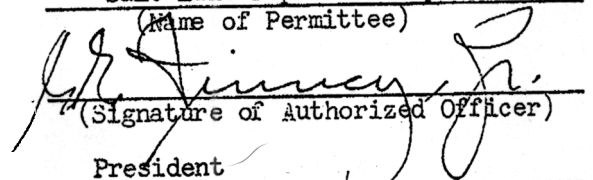
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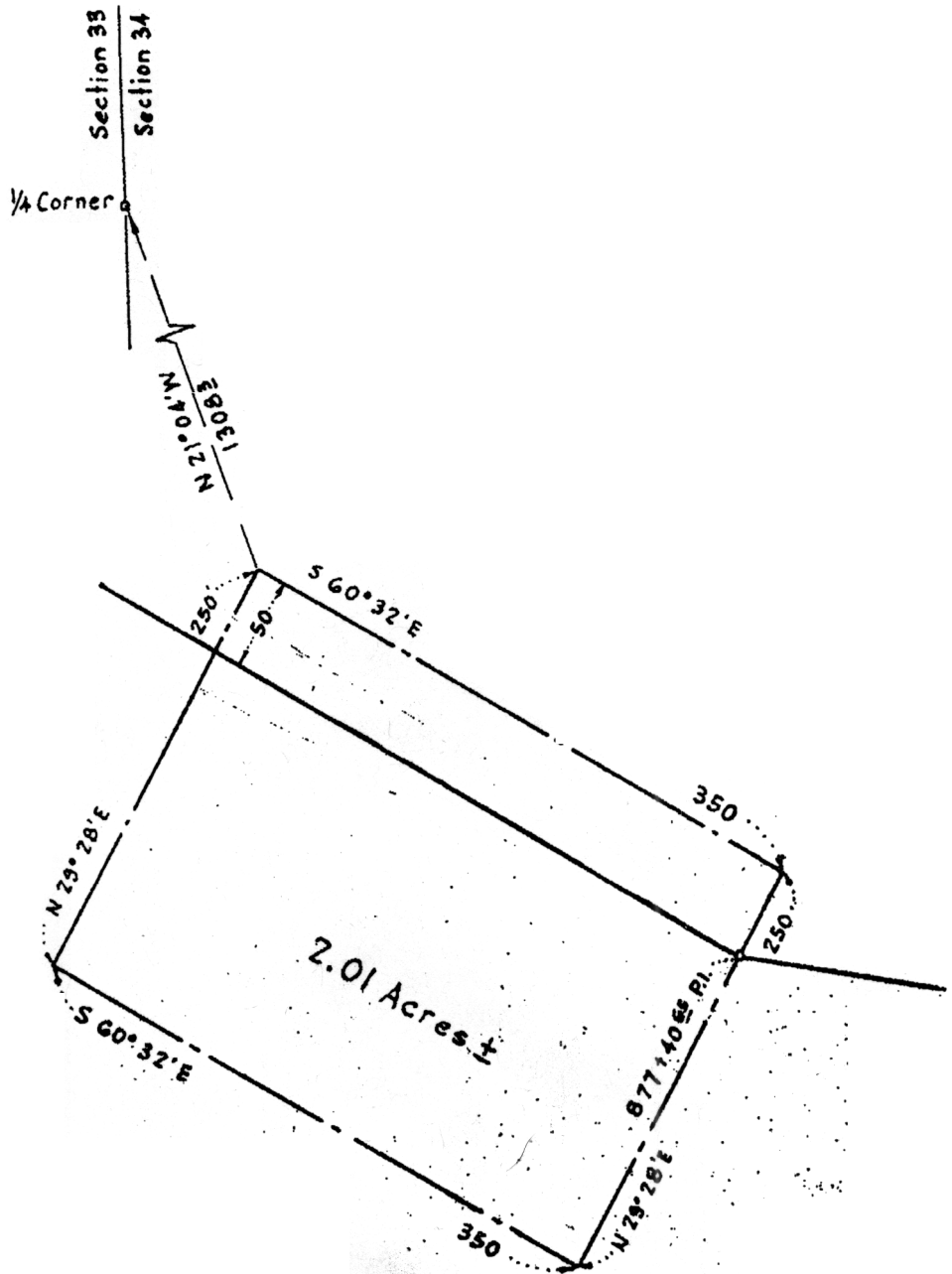

(Signature of Issuing Officer)

Forest Supervisor

This permit is accepted subject to the conditions set out above.

Date: May 21, 1948

Salt Lake Pipeline Company
(Name of Permittee)

(Signature of Authorized Officer)
President
(Title)



DETAIL

RELIEF STATION SITE

SCALE IN FEET

