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 Recorder Davis County
 Page 134

FOR AND IN CONSIDERATION OF THE SUM OF One Hundred & Thirteen Dollars, to the grantors paid, the receipt of which is hereby acknowledged, Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a corporation sole, by Joseph Wirthlin, the Presiding Bishop, herein called Grantor, hereby grant unto PIONEER PIPE LINE COMPANY, a Delaware corporation, hereafter called Grantee, its successors and assigns, a right of way two (2) rods in width through which to lay, maintain, inspect, operate, protect, repair, replace and remove a pipe line for the transportation of liquids and/or gases, and further the right to construct, maintain, operate, repair and remove a communication system and apparatus therefor, if Grantee desires to do so, to be used in connection with any pipe line hereafter constructed by said Grantee, on, over and through a strip of land 2 rods wide being situated in the tracts of land described below; the center of said strip of land to enter the said tracts of land at a point on the South property line 78 feet East of the East right of way fence of the Denver & Rio Grande Western Railroad; thence North 11°02' West a distance of 42 feet; thence North 36°02' West a distance of 119 feet; thence North 11°11' West a distance of 1371 feet to a point on the North property line, said point being 36 feet East of the East right of way fence of the Denver & Rio Grande Western Railroad, and ALSO Entering at a point on the South property line 26 feet East of the East right of way fence of the Denver & Rio Grande Western Railroad; thence North 11°11' West a distance of 322 feet to a point on the North property line, said point being 24 feet East of the East right of way fence of the Denver & Rio Grande Western Railroad; which the Grantors warrant they are the owners in fee simple, situated in Davis County, State of Utah, to-wit:



Beginning at a point 0.23 of a chain West of the Southeast corner of the Southwest Quarter of Section 25-T3N-RLW, S1M, and running thence North 21.9 chains; thence West 6.27 chains, more or less, to the East line of the D&RG RR Right of Way; thence Southeasterly 22.25 chains, more or less, along said right of way to the South line of said Section 25; thence East 2.67 chains, more or less, to the point of beginning, and ALSO Beginning 8.10 chains South and 0.23 chain West of the Northeast corner of the Southwest Quarter of Section 25-T3N-RLW, S1M, and running thence South 5.0 chains; thence West 7.2 chains, more or less, to the East line of the D&RG RR Right of Way; thence Northwesterly along said right of way to a point due West of the point of beginning; thence East 8.0 chains, more or less, to the point of beginning,

together with the right of access to said pipe line and the right of ingress and egress on, over and through said right of way for any and all purposes necessary and incident to the exercise by said grantee of the rights granted hereunder, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of said state: It is expressly understood that the points of entry to and from said right of way shall be and are limited to the points at which said right of way enters and leaves the property of Grantors and that the right for maintenance shall be limited to one (1) rod on each side of the center line of said right of way.

The Grantor may, at all times, maintain such fences over and across said right of way as are necessary or convenient for its use of the surface of said right of way and to place gates therein across or on said right of way when desired by Grantor with the express understanding that said gates may be maintained, closed and locked by Grantor or by padlock or otherwise, provided only that Grantor furnish Grantee with proper keys to said lock and Grantee expressly agrees, after opening said gates, to close and lock the same after each use thereof.

The said grantors have the right to fully use and enjoy the said right of way except as the same may be necessary for the purposes herein granted to the said grantee. Grantors agree not to build, create or construct, any obstruction, engineering works, or other structure over said pipe line or lines, not permit same to be done by others.

Notwithstanding any provision to the contrary herein contained, grantee agrees that the grantor shall be free to construct a railroad spur or trackage over said pipe line and that the grantee at its own expense shall encase and lower said pipe line at the intersection of said pipe line and said spurs or trackage in such a manner as will comply with the standard railroad crossing requirements.

[Handwritten signature and initials]

In addition to the above consideration, grantee agrees to pay any damages which may arise to crops, buildings, drain tile, fences and timber, by reason of grantee's operations.

Any pipe line or lines constructed by Grantee across lands under cultivation shall, at the time of the construction thereof, be buried to such depth as will not interfere with such cultivation, except that at option of grantee it may be placed above the channel of any stream, ravine, ditch or other watercourse.

Upon written consent previously given by Grantor to Grantee, Grantee may have the right to construct and operate an additional pipe line or lines along side of said first pipe line over and through said right of way.

Grantee agrees to pay Grantors for each additional pipe line so placed on said right of way such sum as shall be agreed upon between Grantor and Grantee and said sum shall be paid on or before Grantee commences to construct such pipe line, on said right of way herein above described. Said additional line or lines to be subject to the same rights, privileges and conditions as the original line.

It is agreed that any payment hereunder may be made direct to said grantors or any one of them or by depositing such payment to the credit of said grantors or any one of them in the Utah Savings + Trust Bank of Salt Lake City, Utah, and payment so made shall be deemed and considered as payment to each of said grantors.

The rights herein granted may be assigned in whole or in part.

The terms, conditions and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, I have hereto set my hand and my seal this 7 day of Nov, 1952.

CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS



ATTEST:

SEAL

Secretary

[Signature]
Corporation Sole & Presiding Bishop

STATE OF UTAH

COUNTY OF

SS.

On the _____ day of _____, A.D. 1952, personally appeared before me _____ and _____, who being by me duly sworn did say, each for himself, that he, the said _____, is the president, and he, the said _____, is the secretary of _____

and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said _____ and _____ each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Notary Public

My commission expires _____ . Residence _____ .

STATE OF UTAH)
 : SS
County of Salt Lake)

On this 7 day of Nov, 1952, personally appeared before me Joseph L. Wirthlin, personally known to me to be the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, and acknowledged that he signed the foregoing instrument as corporation sole of the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, and that the seal impressed on the within instrument is the seal of said corporation, and the said Joseph L. Wirthlin acknowledged to me that the said instrument executed the same.

Given under my hand and notarial seal the day and year first above



Joseph L. Wirthlin
Notary Public

In and for the State of Utah.

Residing at Salt Lake City, Utah.

Commission Expires: January 29, 1956.

Series Line No. 91
FROM
From - Corporation of the Presiding
Bishop of the Church of Jesus
Christ of Latter Day Saints,
a corporation sole.
to
PIONEER PIPE LINE COMPANY 8"
Line Sinclair-Salt Lake 8" TL
Length 112.3 Rods
District 70
Auth. 1
Comm.
Draft #0676