

576

Recorded at request of

SEP 2 1952

Original of Book

EMILY T. ELDREDGE

Deputy Book

Fee Paid 2.80

Recorder Davis County

Page 576

RIGHT OF WAY

125269

Platted Abstracted
On Margin Indexed
Compared Entered

Line 631 36-54-1W

FOR AND IN CONSIDERATION OF THE SUM OF Twenty-eight & NO/100 DOLLARS,

to the grantors paid, the receipt of which is hereby acknowledged, Edwin L. Schmalz

~~Edwin L. Schmalz~~
Edwin L. Schmalz
herein called Grantors, hereby grant unto PIONEER PIPE LINE COMPANY, a Delaware corporation, hereafter called Grantee, its successors and assigns, the right 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 equipment 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 the following described land of which grantors warrant they are the owners in fee simple,

situated in Davis County, State of Utah to-wit:

All of The Southwest Quarter of The Northwest Quarter (SW-1/4 NW-1/4) of Section 36-T5N-R1W, Salt Lake Meridian, excepting that portion included within the State Highway.

together with the right of unimpaired access to said pipe line and the right of ingress and egress on, over and through said land 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.

The said grantors have the right to fully use and enjoy the said premises 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, nor permit same to be done by others.

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.

As a part of the consideration hereinabove set forth Grantors hereby grant unto said Grantee the right at any time or times to construct and operate an additional pipe line or pipe lines alongside of said first pipe line on, over and through said land, and

Grantee agrees to pay Grantors for each additional pipe line so placed the sum of Twenty-eight & NO/100 Dollars, on or before the time Grantee commences to construct such pipe line on the land hereinabove described. Said additional line or lines to be subject to the same rights, privileges and conditions as the original line.

Grantee shall have the right to change the size of its pipes, the damages, if any, in making such change to be paid by the said grantee.

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 Federal Building and Loan Bank of Carden, 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, We have hereto set Our hand^s and Our seal^s this

24th day of April, 1952

Signed, sealed and delivered in the presence of

[Signature]

Edwin L. Schmalz (Seal)
Edwin L. Schmalz

[Signature] (Seal)

[Signature] (Seal)

[Signature] (Seal)

INDIVIDUAL

STATE OF UTAH }
COUNTY OF _____ } SS.

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On this 24th day of April, 1952, before me personally appeared Edwin L. Schmalz, a widower to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Given under my hand and seal the day and year first above written.

Notary Public

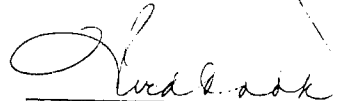
My Commission expires _____

~~HUSBAND AND WIFE~~
INDIVIDUAL

STATE OF UTAH }
COUNTY OF Wasatch } SS.

On this 25 day of April, 1952, before me personally appeared Edwin L. Schmalz and ~~Edwin L. Schmalz, a widower~~, ~~husband and wife~~, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed, ~~including the release and waiving of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.~~

Given under my hand and seal the day and year first above written.



Notary Public

My Commission expires _____

Series _____ Line No. 631

FROM
Edwin L. Schmalz, a widower
~~Edwin L. Schmalz, a widower~~

TO
PIONEER PIPE LINE COMPANY

Line Sinclair-Salt Lake 8" P.L.

Length 58.8 Rods

Dist. 70

Auth. 1

Comm. _____

Draft 77