

FOR AND IN CONSIDERATION of the sum of TEN Dollars (\$ 10.00) to the undersigned in hand paid, the receipt whereof is hereby acknowledged.

THE UNDERSIGNED

of the County of Weber 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 granted from time to time and place to place may deem, 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 Weber County, State of Utah and described as follows, to-wit:

A portion of the West Half of Section Thirty, Township Six North, Range One West, Salt Lake Meridian and a portion of the East Half of Section Twenty-five, Township Six North, Range Two West, Salt Lake Meridian within the boundaries shown on the ownership plat on file in the office of the County Recorder of said county and bounded on the south by Hooper Canal, on the west by lands of Ellis A. and Mary Hirwell and Johan Kruthbosch, on the north by Wilson Landard by lands of the Grantor and Rudy F. Zuech, and on the east by lands of the Grantor and Rudy F. Zuech and by lands of Annie L. C. Flitten save and except the Denver and Rio Grande Western Railroad right of way.

The center line of the hereinafter mentioned strip of land is more particularly described as follows:

Beginning at a point in the south line of Wilson Lane which point is located south 26°32' west 22.3 feet from a monument found at the intersection of the center line of said Wilson Lane and the corner line between said sections 29 and 30, thence south 0° 14' east 209.6 feet to a point, thence approximately south 16°28' east 293 feet more or less to a point in the northeasterly line of said railroad right of way, and beginning at a point in the southeasterly right of way line of said railroad at said right of way line's intersection with the southeasterly projection of the preceding course, thence, south 16°28' east 256.3 feet to a point, thence approximately south 30°05' east 30 feet more or less to a point in the north bank and water line of Hooper Canal as described in deed dated September 1, 1934, and recorded in Book 121, pages 417 and 418 of the deed records of said county. It being the intention herein to exclude from the described route only the Denver and Rio Grande Western Railroad right of way.

The route selected by Grantee for the first pipe line laid hereunder shall be the center line of a strip of land sixteen 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 take trees or portions thereof overhanging said strip of land whenever in the opinion of Grantor 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.

Grantee 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 30th day of January, 1950

WITNESSES: [Signature] [Signature]

STATE OF Utah COUNTY OF Weber ss.

On this 31st day of January, 1950, before me personally appeared [Signature] and [Signature]

known to me and known by me to be the person described in and who executed and whose name subscribed to the within instrument, and acknowledged to me that he executed the same freely and voluntarily for the use and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day, month and year first in this certificate written.

My commission expires Sept. 27, 1951 [Signature] Notary Public for

NOTARY PUBLIC

Salt Lake Pipe Line Co. Residing at [Address] 3/10

IN BOOK 329 OF 600 PAGE 600 GUARDRY B. CAMPBELL COUNTY RECORDER [Signature]