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750

Recorded at SEP 2 1952 at 10 P M EMILY T. ELDREDGE Recorder Davis County
Date SEP 2 1952 Deputy Book 12 Page 72
By Virginia J. Bell

Line No. 703 & 704
Platted Abstracted
On Margin Indexed
Compared Entered

125329 RIGHT OF WAY

FOR AND IN CONSIDERATION OF THE SUM OF One hundred and three & 00/100 ~~Twenty and 00/100~~ DOLLARS,

to the grantors paid, the receipt of which is hereby acknowledged, Ernest Parrish and Prudence Parrish,
his wife,

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:

Beginning at a point 3.5 chains North and North 89°30' West 9.39 chains from the Southeast corner of the Southwest Quarter of Section 24-T3N-R1W, SIM, and running thence South 7.622 chains; thence West to the East line of the D&RG RR Right of Way; thence North 34°40' West along the East line of said right of way to a point South 0°10' West 200.5 feet and South 34°40' East 575 feet from the West Quarter corner of said Section 24; thence East 1008 feet to the center of a creek; thence along the center of said creek to a point 1197 feet South and 1262 feet South 89°50' West of the center of said Section 24; thence North 89°50' East 1262 feet; thence South 1212 feet; thence North 89°30' West 9.39 chains to the point of beginning.

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 One hundred and three & 00/100 ~~Twenty and 00/100~~ 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 Zions Savings Bank of Salt Lake City, 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 hands and our seal this 2nd day of June, 195 2

Signed, sealed and delivered in the presence of

A. G. Jones



Ernest Parrish (Seal)
Ernest Parrish

Prudence Parrish (Seal)

Prudence Parrish (Seal)

(Seal)

INDIVIDUAL

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STATE OF _____ }
COUNTY OF _____ } SS.

On this _____ day of _____, 195____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ 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

STATE OF Utah }
COUNTY OF Wasatch } SS.

On this 2 day of June, 1953, before me personally appeared _____ and _____, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their 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. 503 & 74

FROM

Ernest Parrish and Prudence Parrish,
his wife,

TO

PIONEER PIPE LINE COMPANY

Line Sinclair-Salt Lake # T.L.

Length 100.7 Rods

Dist. 77

Auth. 1

Conn. _____

Draft DIBL 2/2/53
No Tenant