

46

Recorded at request of Continental Oil Co. Fee Paid 2.20
Date NOV 27 1953 at 9:55 A.M. Henry J. Edwards Recorder Davis County
By [Signature] Deputy Seal [Signature] 1953

RIGHT OF WAY

133535

dw't. 24-37-1W
dw't. 25-37-1W

FOR AND IN CONSIDERATION OF THE SUM OF One hundred ninety one & 00/100 DOLLARS,

to the grantors paid, the receipt of which is hereby acknowledged, ALMA M. PETERSON

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 6.2 rods South and 18.2 rods East of the NW corner of the SW 1/4 of Sec. 24, T3N-R1W, S1M, and running thence south 32.5 rods; thence East 20 rods; thence North 56.4 rods; thence South 79 deg. West 20.05 rods to the Point of beginning, and ALSO Beginning at a point 800.5 feet South 0 deg. 10' West and 197 feet South 34 deg. 40' East of the NW corner of the SW 1/4 of Sec. 24, T3N-R1W, S1M, and running thence South 89 deg. 40' East 529 feet; thence North 0 deg. 35' East 576 feet; thence North 88 deg. 35' East 1425 feet; thence South 40 deg. West 1047.5 feet; thence West 1008 feet; thence North 34 deg. 40' West 378 feet to the point of beginning, and Commencing on the North side of a lane at a point 4.312 chains South of the NE cor. of the NW 1/4 of Sec. 25-T3N-R1W, S1M, and running thence South 0 deg. 20' West 2244.3 feet along the west line of a lane; thence North 87 deg. 13' West 631.1 feet to the East line of the D&RG RR Right of Way; thence North 10 deg. 43' West 1243.2 feet along said right of way; thence North 11 deg. 33' West 160 feet along said right of way; thence along the East line of said right of way along a 2 deg. curve to the left and 33 feet distant from the center track to the North line of another lane; thence South 89 deg. 43' East 1228.1 feet along said lane 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 Ninety-one 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 _____ Bank of _____

_____ 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 _____ day of _____, 1953.

23rd day of October, 1953

Signed, sealed and delivered in the presence of [Signature]

Alma M. Peterson (Seal)
Sole Owner of Paramount Dairy Farms

Platted Abstracted
On Margin Indexed
Compared Entered

46

Recorded at request of Continental Oil Co. Fee Paid 3.20
Date NOV 27 1953 at 9:55 A.M. County Clerk's Office Recorder Dayis County
By [Signature] Deputy Seal [Signature] Page 46

RIGHT OF WAY

133535

Lot 24-37-1W
Lot 25-37-1W

FOR AND IN CONSIDERATION OF THE SUM OF One hundred ninety one & 00/100 DOLLARS.

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situated in Dayis County, State of Utah to-wit:
Beginning at a point 6.2 rods South and 18.2 rods East of the NW corner of the SW $\frac{1}{4}$ of Sec. 24-T3N-R1W, SLM, and running thence South 52.5 rods; thence East 20 rods; thence North 56.4 rods; thence South 79 deg. West 20.05 rods to the Point of beginning, and ALSO Beginning at a point 800.5 feet South 0 deg. 10' West and 197 feet South 34 deg. 40' East of the NW corner of the SW $\frac{1}{4}$ of Sec. 24-T3N-R1W, SLM, and running thence South 89 deg. 40' East 529 feet; thence North 0 deg. 35' East 576 feet; thence North 88 deg. 35' East 1425 feet; thence South 40 deg. West 1047.5 feet; thence West 1008 feet; thence North 34 deg. 40' West 378 feet to the point of beginning, and Commencing on the North side of a lane at a point 4.312 chains South of the NE cor. of the NW $\frac{1}{4}$ of Sec. 25-T3N-R1W, SLM, and running thence South 0 deg. 20' West 2244.3 feet along the West line of a lane; thence North 87 deg. 13' West 631.1 feet to the East line of the D&RG RR Right of Way; thence North 10 deg. 43' West 1243.2 feet along said right of way; thence North 11 deg. 33' West 160 feet along said right of way; thence along the East line of said right of way along a 2 deg. curve to the left and 33 feet distant from the center track to the North line of another lane; thence South 89 deg. 43' East 1228.1 feet along said lane to the point of beginning.

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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

23rd day of October, 1953

Signed, sealed and delivered in the presence of
[Signature]

Alma M. Peterson (Seal)
Sole Owner of Paramount Dairy Farms

Plotted Abstracted
On Margin Indexed
Compared Entered

INDIVIDUAL

STATE OF UTAH }
COUNTY OF WEBER } SS.

47

On this 23rd day of October, 1953, before me personally appeared Alma W. Peterson,
to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed
the same as her free act and deed.

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

Amel Coway
Notary Public

My Commission expires Sept 5th 1957

HUSBAND AND WIFE

STATE OF _____ }
COUNTY OF _____ } SS.

On this _____ day of _____, 195___, before me personally appeared _____ and
_____, husband and wife, to me known to be the persons described in and who executed the fore-
going 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. _____	FROM	TO	Line _____	Length _____	Rods _____	Dist. _____	Auth. _____	Conn. _____	Draft _____
		PIONEER PIPE LINE COMPANY								