

Recorded at request of \_\_\_\_\_ Fee Paid 5.90  
Date AUG 30 1952 at 11:15 M. County Richard J. Recorder Davis County  
By \_\_\_\_\_ Deputy Book 41 Page 536

THIS INDENTURE made this 15th day of August, 1952, between GENERAL MOTORS CORPORATION, a Delaware corporation, duly authorized to do business in the State of Utah, having a principal place of business at 3044 West Grand Boulevard, Detroit, Michigan, First Party, and PIONEER PIPE LINE COMPANY, a Delaware corporation, of 610 Dooly Building, Salt Lake City, Utah, Second Party,

W I T N E S S E T H:

That First Party, in consideration of the sum of Two Hundred Twenty Dollars (\$220.00), to it in hand paid, receipt whereof is hereby confessed and acknowledged, does, subject to the terms and conditions hereinafter set forth, by these presents grant to the Second Party, an easement over and across land situated in Davis County, State of Utah, more particularly described as follows:

Beginning on the East line of the Union Pacific Railroad Right-of-Way at a point 4959.4 feet North 89 degrees 53 minutes East along the South line of the Section and North 14 degrees 31 minutes East 1243.8 feet along the East line of said Right-of-Way from the Southwest corner of Section 35, Township 2, Range 1 West, Salt Lake Base and Meridian in the County of Davis, State of Utah, and running thence North 14 degrees 31 minutes East 688.15 feet along the East line of said Right-of-Way to the South line of a street; Thence North 89 degrees 53 minutes East 25 feet; Thence South parallel with the East line of the Union Pacific Right-of-Way to a point South 88 degrees 59 minutes East of the point of beginning; Thence North 88 degrees 59 minutes West 25 feet to the point of beginning.

This easement is granted to Second Party for the purpose of constructing, maintaining, operating, owning, repairing,

replacing and removing three pipe lines, drips, gates, tie-overs and all appurtenances convenient to the transportation of oil, gas, petroleum products, or any other liquids, gases, or substances which can be transported through a pipe line.

Said lines are to be constructed and maintained in accordance with the rules and regulations of such State, Federal or other regulatory body or commission having jurisdiction thereof, and in accordance with commonly accepted practices of safety usually prevailing in the installation and maintenance of such lines, and are to be installed at a depth sufficient to allow for First Party's use of the land.

Upon the completion by Second Party of the installation of the pipe lines, and of the opening or reopening of the ground, Second Party agrees to return the surface of the land to its former condition and to remove all rubbish and debris resulting from such operation.

Second Party agrees that in the event a railroad spur or trackage is constructed across the pipe lines that it will, at its own expense, encase and lower said pipe lines at such intersections and comply with the standard railroad crossing requirements.

Second Party shall indemnify and save harmless First Party from any and all loss or damage to property or injury or death of any and all persons or from any suits, claims, liability or demands in connection therewith, however caused, resulting directly or indirectly by reason of the installation, operation, maintenance, renewal, use, existence, or removal of said facilities,

arising out of or caused by the action, failure, negligence or omission of anyone other than First Party.

The easement herein granted is subject to the right of Edna Thomas Harwood, which right is set forth in a Deed to General Motors Corporation recorded May 22, 1952 in Deed Book 38, page 225, Davis County, Utah, Recorder's Office.

It is further agreed that the benefits hereof shall accrue to and the obligations imposed shall bind the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, First Party and Second Party have caused these presents to be signed in their names by their officers duly authorized so to do, and sealed with their corporate seals the day and year first above written.

Signed, Sealed and Delivered  
In Presence of:

Loretta Mc Dermott  
LORETTA McDERMOTT

Julia O. Stack  
JULIA O. STACK

GENERAL MOTORS CORPORATION

By H. H. Curtice  
H. H. CURTICE  
Executive Vice President

Attest: J. C. Davidson  
J. C. DAVIDSON  
Assistant Secretary

ATTEST  
[Signature]  
Assistant Secretary

PIONEER PIPE LINE COMPANY

By Fred A. Crane  
Vice President

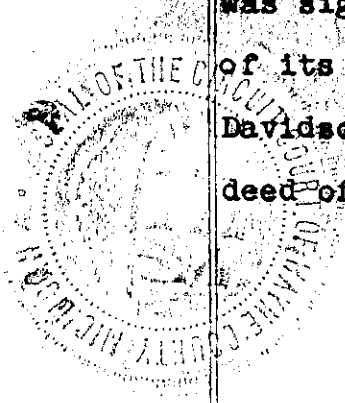
STATE OF MICHIGAN }  
COUNTY OF WAYNE } ss.

On this 15th day of August, A. D. 1952, before me appeared H. H. Curtice and J. C. Davidson, to me personally known, who being by me severally duly sworn, did say

BY [Signature] MAILING

539

that they are respectively an Executive Vice President and Assistant Secretary of GENERAL MOTORS CORPORATION, a corporation created and existing under the laws of the State of Delaware, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and the said H. H. Curtice and J. C. Davidson acknowledged the said instrument to be the free act and deed of the said GENERAL MOTORS CORPORATION.

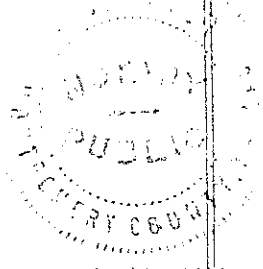


*William B. Robinson*  
William B. Robinson  
Notary Public, Wayne County, Michigan  
My Commission Expires: Sept. 14, 1954

STATE OF KANSAS }  
COUNTY OF MONTGOMERY } ss.

On this 26th day of August, A. D. 1952, personally appeared before me Fred A. Crane, who being by me duly sworn did say that he is the Vice President of PIONEER PIPE LINE COMPANY and that said instrument was signed in behalf of said corporation by Resolution of its Board of Directors, and the said Fred A. Crane acknowledges to me that said corporation executed the same.

*D. C. Baker*  
Notary Public, Montgomery County, Kansas  
My Commission Expires: January 31, 1955



No. B 292090

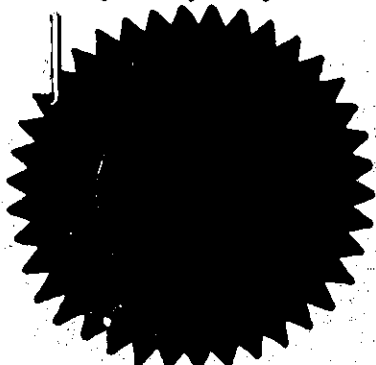
E-339 10 Bks. 5-51

NOTARIAL ACKNOWLEDGMENT

STATE OF MICHIGAN }  
County of Wayne } ss.

I, EDGAR M. BRANIGIN, Clerk of the Circuit Court for the County of Wayne, which is a Court of Record, having a seal,

Do Hereby Certify, That *William B. Robinson* whose name is subscribed to the Certificate or Proof of acknowledgment of the annexed instrument and therein written, was, at the time of taking such proof or acknowledgment a Notary Public in and for said County, duly commissioned and qualified and duly authorized to take the same. And, further, That I am well acquainted with the handwriting of such Notary Public, and verily believe that the Signature to the said Certificate or proof of acknowledgment is genuine. I further certify, That said instrument is executed and acknowledged according to the laws of this State.



In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court and County, at Detroit, this 18 day of August, A. D. 1952

EDGAR M. BRANIGIN, Clerk  
*Leo K. Pierce* Deputy Clerk