

1250.56

FOR AND IN CONSIDERATION of the sum of 1250.56 - - - TEN AND NO/100 - - - Dollars (\$10.00)

to the undersigned in hand paid, the receipt whereof is hereby acknowledged,  
ZION'S SAVINGS BANK AND TRUST COMPANY, a Utah Corporation

of the County of Salt Lake, State of Utah, hereinafter called Grantor,

do 25 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, power lines and appurtenances thereof on a single line of poles or underground, as~~ Grantee from time to time and place to place may elect, 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 Davis County, State of Utah, and described as follows, to-wit:

A strip of land sixteen and one-half (16 1/2) feet in width, the center line of which is described as follows:

Beginning at a point on the northerly boundary line of the lands of grantor, said boundary line also being the southerly boundary line of the lands of GRANT TURNER, said point bearing South 0°37' East, 766.0 feet from the North Quarter corner of Section 26, Township 5 North, Range 2 West, S.L.M.; thence approximately South 2°26' East, 1215 feet, more or less to a point on the southerly boundary line of the lands of grantor, said boundary line also being the northerly boundary line of the lands of F. EVERETT HUFFMAN and THELMA H. HUFFMAN. The above described sixteen and one-half foot strip of land shall lie easterly of, parallel with and immediately adjacent to the easterly boundary line of the Oregon Short Line Railroad right of way.

The boundary lines of the above described strip of land shall be lengthened or shortened at their extremities to conform to the boundary lines of the lands of grantor.

The Grantors or their assigns, are to fully use and enjoy said premises, except as to the rights herein granted, and may cross said right of way with roads, pipe lines, or railroads, provided the same are installed and maintained so as not to interfere with the rights herein granted to the grantee or its assigns.

Grantee shall have the temporary license during periods of installation, maintenance, and renewal or removal, of occupying with personnel, equipment or material, land exceeding in width that defined above if necessary, subject to the provisions for determination and payment of damages hereinafter set forth.

~~The route selected by Grantee for the first pipe line laid hereunder shall be the center line of a strip of land XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX feet wide within which an additional line, as provided for herein, may 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 trim trees or portions thereof overhanging said strip of land whenever in the opinion of Grantee the same shall be necessary or proper in the exercise of the pipe 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.

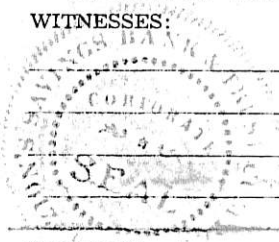
IN WITNESS WHEREOF, these presents are hereby signed this 29 day of July, 1952

WITNESSES:

ZION'S SAVINGS BANK AND TRUST COMPANY

Charles O. Spencer Vice Pres.

STATE OF \_\_\_\_\_



Recorded at request of SECURITY TITLE CO at 9:15 A.M. on Aug 2 1952 Fee Paid 2.90 Recorder Davis County Page 258

See Encroachment Agmt 1239-499

STATE OF UTAH )  
                  ) : SS.  
COUNTY OF SALT LAKE )

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On the 30 day of July, A. D., 1952, personally appeared before me CLARON O. SPENCER and WILLIAM T. PATRICK who being each first duly sworn did say:

That Claron O. Spencer is a Vice President and William T. Patrick is the Cashier of the Zion's Savings Bank and Trust Company, a corporation of the State of Utah, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution and said Claron O. Spencer and said William T. Patrick acknowledged to me that said corporation executed the same.

Platted   
On Margin   
Compared   
Entered   
Abstracted   
Indexed

My Commission Expires:



J. M. Chipman  
NOTARY PUBLIC, Residing in Salt Lake City, Utah

*Salt Lake Pipe*

CONSENT

For and in consideration of the sum of Ten Dollars (\$ 10.00), to the undersigned in hand paid, receipt whereof is hereby acknowledged, the undersigned, owning an interest in and to the land described in and covered by the above and annexed right of way, do hereby approve of, join in, and consent to and confirm said grant of right of way with the same force and effect as if the undersigned had executed same as a grantor therein. If the said interest of the undersigned consists of a lease, mortgage, or other lien, such lease, mortgage, or other lien and the rights of the undersigned thereunder are hereby subordinated to the right of way hereinabove granted.

WITNESSES:

DATE:

J. Smith  
J. Smith

August 16, 1952  
Frank & Masae Nishimoto  
Masae Nishimoto

STATE OF Utah )  
COUNTY OF Davis ) ss.

On this 18<sup>th</sup> day of August, 1952, before me personally appeared

J. K. Smith, personally known to me to be the same person whose name is subscribed to the above instrument as a witness thereto, who, being by me duly sworn, deposed and said that he resides in

Berkeley, County of Alameda, and the State of California

that he was present and saw Frank S. Nishimoto & Masae Nishimoto (wife)

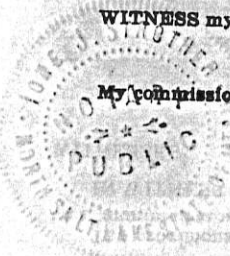
personally known to him to be the signers of the above instrument as a part thereto, sign and deliver the same, and

heard them acknowledge that they executed the same, and that he, the deponent, thereupon signed his name as

a subscribing witness thereto at the request of the said Frank S. Nishimoto & Masae Nishimoto

WITNESS my hand and notarial seal.

My commission expires October 8, 1954



Jone J. Strather  
Notary Public

Residing at North Salt Lake