

92

12-27-10

Recorded at request of SEP 2 1952

125339

RIGHT OF WAY

at 1148 M. EMILY T. ELDRIDGE Deputy Book #2

Fee Paid 2.40

Recorder's Office County Page 92

Line No. 717 & 718
Platted Abstracted
On Margin Indexed
Compared Entered

FOR AND IN CONSIDERATION OF THE SUM OF Seventy-three and 00/100 DOLLARS,
to the grantors paid, the receipt of which is hereby acknowledged, Hugh J. Ford and Rosalia B. Ford, 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 7.74 chains South of the Northeast corner of Section 12-T2N-R11W, SW,
and running thence South 18.04 chains; thence West 34.36 chains to the East line of the
DORG RR Right of Way; thence North 8° 22' East 18.25 chains along said right of way; thence
East 31.63 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 Seventy-three 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 Beautiful State Bank of

Beautiful, Utah, 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 hand s and our seal s this

5 day of June, 1952

Signed, sealed and delivered in the presence of D. H. Markham

Hugh J. Ford (Seal)
Rosalie B. Ford (Seal)

INDIVIDUAL

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.

My Commission expires _____

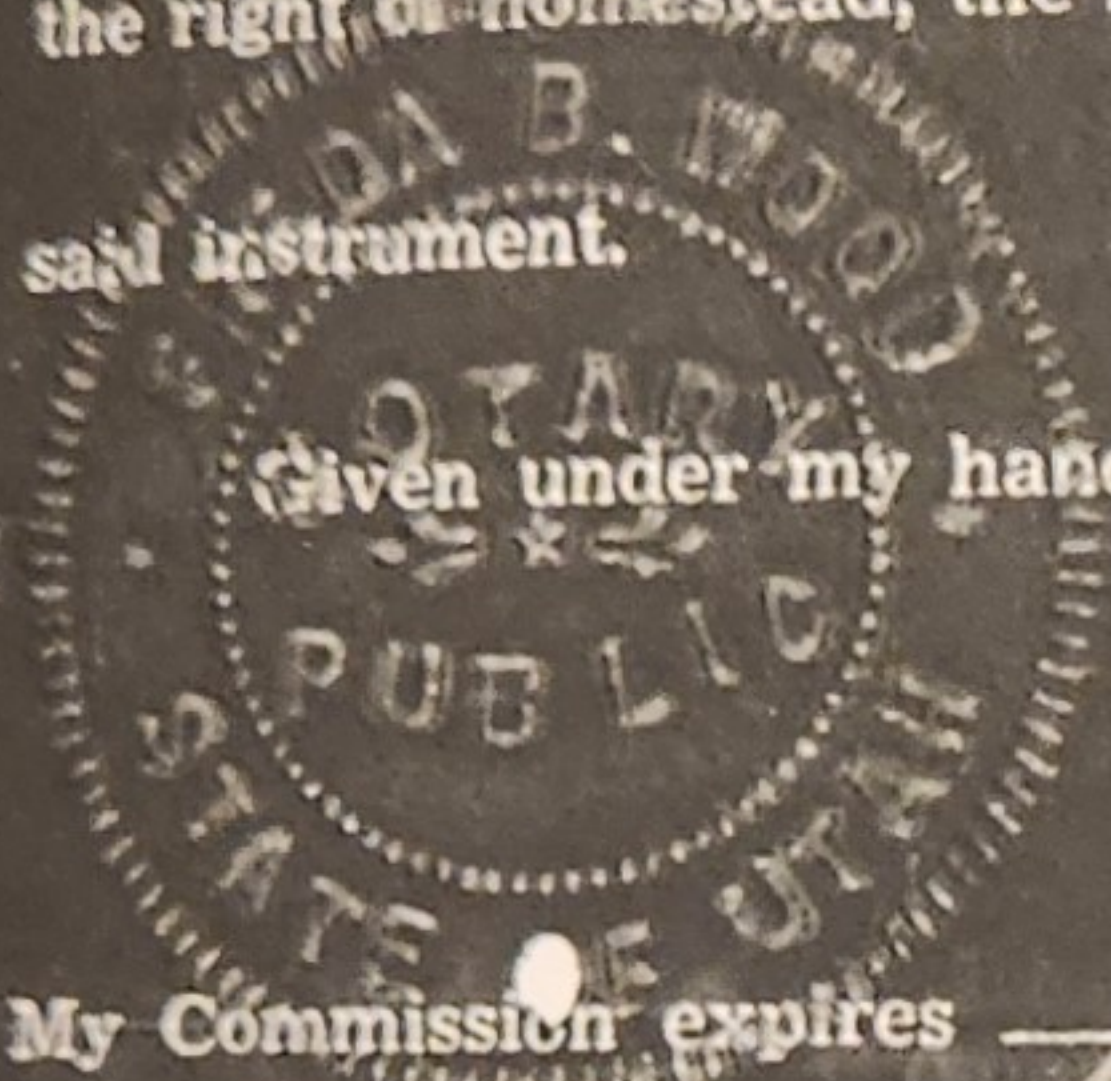
Notary Public

HUSBAND AND WIFE

STATE OF Utah }
COUNTY OF Wasatch } SS.

On this 5 day of June, 1952, before me personally appeared Hugh J. Ford and
Rosalia B. Ford, 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.



Freda B. Wood
Notary Public

My Commission expires 7-19-55

Series _____ Line No. 717 & 718

FROM

Hugh J. Ford and Rosalia B. Ford,
his wife,

TO

PIONEER PIPE LINE COMPANY
Sinclair-Salt Lake 8" T.L.

Length 72.4 Rods

Dist. 70

Auth. 1

Conn. _____

Draft 279

notarist