

Est 125979

410

EMILY T. ELDRIDGE  
REGISTRY BOOK  
OCT 3 1952  
S. R. Spitzer

FOR AND IN CONSIDERATION of the sum of Ten and No/100- - - - - Dollars (\$10.00)

28

to the undersigned in hand paid, the receipt whereof is hereby acknowledged, 1W<sup>d</sup>-2-17-1W

SALT LAKE UNION STOCK YARDS 35-27-1W

of the County of Davis, State of Utah, hereinafter called Grantor,

do 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 or 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:

Parcel I

A Portion of Section 35, Township 2 North, Range 1 West (Sec. 35, T. 2 N., R. 1 W.) Salt Lake Meridian, described as follows:

Beginning in the center of a four rod street at a point 4.16 chains West and 15.16 chains South of the Northeast corner of said Section 35; thence South 6.95 chains; thence West 35.98 chains to the West line of the Northeast quarter of said Section; thence North 2.84 chains; thence East 11.66 chains; thence North 5°30' West 4.05 chains; thence East 24.53 chains to the point of beginning.

Strip I

Said lines shall be laid and/or erected within a strip of land sixteen and one-half (16½) feet in width, the Easterly boundary line of which is described as follows:

Beginning at a point in the Southerly fence line of the lands of the grantor herein and the northerly fence line of the lands of Amasa Howard, distant thereon Westerly 77.9 feet from the center line of the D. & R.G.W. Railroad right of way; thence N.9°05'E., 357.6 feet; thence approximately N.11°52'E., 102 feet, more or less, to a point in the Northerly fence line of the lands of the grantor herein and the Southerly fence line of the lands of Everett W. Ranck, distant thereon westerly 72.9 feet from the center line of the D. & R.G.W. Railroad right of way.

Parcel II

A portion of Section 2, Township 1 North, Range 1 West, (Sec. 2, T. 1 N., R. 1 W.) Salt Lake Meridian, described as follows:

Beginning at a point 1320 feet East of the Northwest corner of the Southwest quarter of said Section 2; thence East 1320 feet; thence South 264 feet; thence East 1011.2 feet to the West line of the right of way of the D. & R. G. W. Railroad; thence South 8°57' West 2044.5 feet along said West line to a point 361 feet Northeasterly along the West line of said Railroad right of way from the South line of said Section 2; thence West 2013.16 feet, more or less, to a point due South of point of beginning; thence North 2283.4 feet, more or less, to the point of beginning.

Strip II

Said lines shall be laid and/or erected within a strip of land sixteen and one-half (16½) feet in width, the Easterly boundary line of which is described as follows:

Commencing at a point on the southerly boundary line of said Section 2, distant thereon westerly 161.2 feet from the South quarter corner; thence N. 3°00'E., 351.7 feet to a point in a southerly boundary fence line of the lands of the grantor herein and a Northerly boundary fence line of the lands of Oregon Short Line Railroad Company, said point being the true point of beginning; thence N.3°00'E., 706.9 feet; thence approximately N.3°12'E., 1337 feet, more or less, to a point in the northerly fence line of the lands of the grantor herein and the Southerly fence line of the lands of Lagoon Company, distant thereon easterly 79.9 feet from a Fence corner in the quarter line of said Section 2, which fence corner bears Southerly along the quarter line 301.2 feet from the center of said Section 2.

The boundary lines of said sixteen and one-half (16½) foot strips of land shall be lengthened or shortened at their extremities to conform to the boundary lines of said lands of Grantor.

In the event that the location of said pipe lines shall at some future time interfere with the operations of the grantor on said lands, the grantee will, on sixty (60) days' written notice, relocate said lines on a new route to be provided by the grantor without cost to the grantee, said new route to permit practicable connection with the points of severance of the right of way of the grantee on adjoining property and to be subject to all of the terms hereof except the relocation provisions of this paragraph.

Grantee agrees that any telegraph, telephone or power line poles it may erect shall follow Grantor's property lines rather than the right of way granted hereunder.

Compared  Entered

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 pole 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 20<sup>th</sup> day of September, 1952.

WITNESSES:

SALT LAKE UNION STOCK YARDS

By [Signature] President

State of Utah  
Davis }  
County of Davis } ss.

On the 20<sup>th</sup> day of Sept, 1952, personally appeared before me L. E. Ellison and [Signature] who being by me duly sworn did say that he is the President and [Signature] of the Salt Lake Union Stock Yards and that said instrument was signed in behalf of said corporation by authority of its bylaws and by resolution of its board of directors, and said L. E. Ellison and [Signature] acknowledged to me that said corporation executed the same.

[Signature]  
Notary Public for

Residing at Bountiful UT

My commission expires: Mar 22 1952