

Recorded of request of Stephens, Brayton & Lane Fee Paid 2.30
 Date MAR 26 1954 " 9:34 AM EMILY T. ELDREDGE by Dark Buddy
 by Wm R. Byhu Deputy Book 62 Page 422

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RIGHT OF WAY

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FOR AND IN CONSIDERATION OF the sum of Two Hundred five and no/100 Dollars, to the grantors paid, the receipt of which is hereby acknowledged, WILFORD WOODRUFF HATCH, and HETTA S. HATCH, 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 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 at the intersection of the East right of way line of the Denver and Rio Grande Western Railroad and a line West from the Southeast corner of Lot 3, Block 19, North Mill Creek Plat, Davis County Survey in the County of Davis, State of Utah; thence North-easterly along said right of way line a distance of 672 feet; thence East to a point on the North property line; thence Southwesterly a distance of 672 feet on a line parallel to and 33 feet distant from the East right of way line of the D&RGW Railroad; thence West 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.

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 work or other structure over said pipe line, nor permit same to be provided however, that grantors shall have the

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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, nor permit same to be done by others; provided however, that grantors shall have the right to construct a road across said pipe line and a railroad spur across said line, and grantee will, at its expense, make the necessary changes in the pipe line to provide for such crossings, and grantors agree to give grantees reasonable notice of any proposed construction.

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 operation. Grantors agree that such damages incurred by them to this date are in the amount of One Hundred Forty-five and no/100 Dollars (\$145.00), receipt of which is hereby acknowledged in full release of all claims for

damages incurred to this date.

Any pipe line 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, and in any event shall be buried to a depth of 42 inches at the time of construction.

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.

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 hands this 10th day of March, 1954.

Wilford Woodruff Hatch

Netta S. Hatch

STATE OF UTAH)
) ss.
County of Davis)

On this 10th day of March, 1954, before me personally appeared Wilford Woodruff Hatch and Netta S. Hatch, his wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

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In witness whereof, I have hereunto attached my hand and seal this 10th day of March, 1954.

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Retta S Hatch

STATE OF UTAH)
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County of Davis)

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In witness whereof, I have hereunto attached my hand and seal this 10th day of March, 1954.

Keith L. Stable
Notary Public

Notary Seal: Keith L. Stable, Notary Public, State of Utah, Commission Expires May 15, 1955.