

FOR AND IN CONSIDERATION of the sum of _____ Dollars (\$ _____)

In the undersigned in hand paid, the receipt whereof is hereby acknowledged,

THE UNDERSIGNED

of the County of

WEBER

, 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 thereto, 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 thereto 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
and described as follows, towit:

That certain parcel of land owned by the Grantor in the East Half of Section Thirty-six, Township Six North, Range Two West, Salt Lake Meridian, within the boundaries shown on the ownership plat on file in the office of the County Recorder of said County, and bounded on the North by lands of Clarence Lewis, on the South by lands of Edward Lythgo and Alice Jorgenson, and on the West by Oregon Shortline Railroad,

The route selected by Grantee for the first pipe line laid hereunder shall be the center line of a strip of land Sixteen and one-half ($16\frac{1}{2}$) feet wide within which all additional lines, as provided for herein, must 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 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 18 day of July, 1949.

WITNESSES:

Walter J. Johnson

{ Helen M. Stokes
Clara Stokes

STATE OF UTAH } ss.
COUNTY OF WEBER }

On the Eighth day of August, A. D. 1949, personally appeared before me, S. T. Jeppesen, who, being by me duly sworn, did say that he is Vice-President of FIRST SECURITY BANK OF UTAH, N. A., OGDEN BRANCH a corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said S. T. Jeppesen acknowledged to me that said corporation executed the same.

My Commission Expires:

P. U. H.
March 27, 1953

Notary Public

Residing at Ogden, Utah

STATE OF UTAH }
COUNTY OF WEBER } 55

On this 9 day of August, 1949, before me personally appeared,

Walter J. Johnson, 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

Los Angeles, County of Los Angeles, and the State of California:

that he was present and saw Glen H. Stokes and Clara Stokes

personally known to him to be the signer.H. of the above instrument as a part ^{to} ~~of~~ 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 Glen M. Stoker and Clara Stokes.

WITNESS my hand and notarial seal.

My commission expires March 19, 1951.

H. E. Riley, Jr.
H. E. RILEY, JR.

Notary Public

Reading aDgeden, -Utah

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AUG 16 1974 AH 49
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155887

FIRST SECURITY BANK OF UTAH
MAY 18, 1969

CONSENT