

STATE OF UTAH  
COUNTY OF WEBER  
RECORDED FOR  
Salt Lake Pipe Line Co.  
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BOOK 323 PAGE 265

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FILE NO. 323 of Records  
AGL 265

PLATED  INDEXED   
RECORDED  ABSTRACTED   
COMPALED  FILED

PROPERTY OF BELL  
ORDER  
E. Charlotte Jacobs

EASEMENT

For and in consideration of the sum of Ten (\$10.00) Dollars to the undersigned in hand paid, the receipt whereof is hereby acknowledged, the undersigned of the County of Weber, State of Utah, hereinafter Called Grantor, does 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 Weber County, State of Utah, and described as follows, to-wit:

That portion of the Southwest Quarter of Section 30, Township 6 North, Range 1 West, Salt Lake Meridian, described as follows: Beginning at the intersection of the North line of 24th Street extended and West line of said Section 30; thence East along the North line of said street to the West line of Oregon Short Line Railroad Company right-of-way; thence Northeasterly along said right-of-way to the West line of Montrose Addition; thence North along the West line of said Addition to the South of the Wilson Canal; thence North 58° 30' West 6.15 chains; thence North .4 of a chain to the South line of the Hooper Canal; thence following said canal in a Southwesterly direction to the West line of said Quarter Section; thence South along said line to the place of beginning. Containing 15.5 acres, more or less.

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

Beginning at a point on a Northwesterly boundary line of said lands of Grantor and a Southeasterly boundary line of the Hooper Canal by deed, distant South 21° 07' East, 1032.6 feet, from the West Quarter corner of said Section 30; thence South 80° 05' East, 166.7 feet; thence South 8° 56' East, 306.6 feet; thence approximately South 2° 39' East, 16 feet, more or less, to a point on a Southerly boundary line of said lands of Grantor and the Northerly boundary line of 24th Street extended Westerly.

The boundary lines of said sixteen and one-half (16½) foot strip 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 or pole lines shall at some future time interfere with the operations of the Grantor's irrigation canal, or the use of said property by grantor, of which the grantor shall be the sole judge, the Grantee will, on sixty (60) day's 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.

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 (16½) feet wide within which all additional lines, as provided for herein, must be laid.

Said lines may, insofar 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.

Said pipe lines shall be laid so that the tops thereof are at least thirty (30) inches beneath the surface of the ground, and where the same crosses grantor's canal, the same shall be at least thirty (30) inches beneath the bottom of said canal at the time of installation of said pipe lines.

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, except as hereintofore provided.

The Grantee in laying, maintaining, operating, repairing and removing said pipeline, will do so in such manner as to cause no damage or injury to grantor's canal and so as not to impair or retard the free and constant flow of water in said canal, and so as not in any way to pollute the water flowing

therein. Said Grantee agrees to pay to the Grantor all damages which said Grantor, or those entitled to receive water through said canal, may suffer, caused by or arising out of the Grantee's operations, and to indemnify grantor for any damages which may be sustained against it in behalf of third parties by reason thereof. The grantee will, and does hereby assume and agree to pay all damages sustained by grantor or third parties having lawful claims against grantor by reason of any misuse, nonrepair, insufficient or improper maintenance, of said pipe line, or other cause, negligent or otherwise, resulting against the grantor and particularly any damages to property or persons by reason of any of the products being conveyed through said pipe line flowing into said canal and causing damage to persons or property by reason thereof.

Grantee further agrees to save Grantor free and harmless from and against any and all damages arising out of accidents or injuries to the property or employees of the Grantor due to any of the products conveyed through said pipe line flowing into said canal, and due to breaks in or along the banks thereof, and the payment of damages herein provided for by the Grantee, shall be a condition precedent to the further exercise of the rights and privileges granted herein.

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 15<sup>th</sup> day of ~~September~~ October, 1949.

WILSON IRRIGATION COMPANY

By C. E. Staker  
President

ATTEST:

J. J. Giblin  
Secretary

STATE OF UTAH )  
                  : sa  
COUNTY OF WEBER)

On the 15<sup>th</sup> day of ~~September~~ October, 1949, personally appeared before me C. E. Staker and J. J. Gibson, who being by me duly sworn did say that they are the President and Secretary respectively of Wilson Irrigation Company, 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 C. E. Staker and J. J. Gibson, and each of them acknowledged to me that said corporation executed the same.

H. Riley  
Notary Public  
Residing at Ogden, Utah

My commission expires:  
March 19, 1951

