

OK  
7/18/49  
P-10-49

That certain 2 Sections 23, Township 2 North, Range 1 West, Salt Lake  
Meridian, containing 40 acres, more or less, at the Northwest corner of the South-  
west corner of the 36th Principal Meridian, north 89°53' East 21.61 chains along the  
North line of said Township 2 North, Range 1 West, South 27°27' East 22.85 chains to a  
certain point, thence West 8.21 chains along the North line of said  
Township 2 North, Range 1 West, thence West to the West line of  
said Southwest corner 22.45 chains, thence North 15.07 chains along said West  
line to the point of beginning.

P.M.J.  
V.C.T.

Grantee agrees that any additional lines or poles line poles or any erect shall follow Grantor's property lines rather  
than the right of way granted hereunder.

The route selected by Grantor for the first pipe line laid hereunder shall be the center line of a strip of land  
sixteen and one-half (16 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 18 inches 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  
Grantor 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 wheels  
or any part of any structure on said strip of land or in any manner impair or interfere with the present or prospective exer-  
cise 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 here-  
under, 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, execu-  
tors, administrators, successors and assigns.

IN WITNESS WHEREOF, these presents are hereby signed this 15<sup>th</sup> day of August, 1949

WITNESSES:  
[Signature] [Signature]

STATE OF Utah  
COUNTY OF Davis

On this 15th day of August, 1949, before me personally appeared [Name]  
Thelma and Pearl C. Thalman and

known to me and known by me to be the person(s) described in and who executed and whose name(s) is/are subscribed  
to the within instrument and acknowledged to me that he/she executed the same freely and voluntarily for the use and  
purpose therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day, month and year first in this certificate  
written.

My commission expires May 27, 1951

[Signature]  
Notary Public for



State of Utah }  
County of Davis }  
Filed AUG 27 1949  
at \_\_\_\_\_ o'clock A M  
Book \_\_\_\_\_ of \_\_\_\_\_  
[Signature]  
County Recorder

Reading at \_\_\_\_\_  
Platted  Abstracted   
On file    
Compared  Entered

FOR AND IN CONSIDERATION of the sum of TEN Dollars (\$10.00) to the undersigned in hand paid, the receipt whereof is hereby acknowledged.

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I, FERRY M. THALMAN and VEARL C. THALMAN 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 thereon for the transportation of oil, petroleum, gas, gasoline, water or other substances, or any thereof, above, on, or under ground, 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:

OK  
7/10/49  
8-10-49

That portion of Section 26, Township 2 North, Range 1 West, Salt Lake Meridian, described as follows: Commencing at the Northwest corner of the Southwest quarter of said Section 26, thence North 89°53' East 21.63 chains along the North line of said Southwest quarter; thence South 27°27' East 22.85 chains to a certain four rod street; thence West 0.27 chains along the North line of said street; thence North 27°27' West 5.81 chains; thence West to the West line of said Southwest quarter 29.15 chains; thence North 15.07 chains along said West line to the point of beginning.

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.

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 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 15<sup>th</sup> day of August, 1949

WITNESSES  
[Signature]  
[Signature]

STATE OF Utah  
COUNTY OF Davis

On this 15th day of August, 1949, before me personally appeared Ferry M. Thalman and Vearl C. Thalman and

known to me and known by me to be the persons described in and who executed and whose name FRS subscribed to the within instrument, and acknowledged to me that L.H.V. executed the same freely and voluntarily for the use and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day, month and year first in this certificate written.

My commission expires May 20, 1951

[Signature]  
Notary Public for



State of Utah  
County of Davis }  
Filed AUG 27 1949  
At 9:03 o'clock A.M.  
in Book 6 of A.R.  
47  
Bruce C. Stammers  
County Recorder

Residing at Bountiful, Utah

Platted  Abstracted   
On Margin  Indexed   
Compared  Entered