

24-37-120

# 337054 PARTIAL RELEASE OF RIGHT OF WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT PIONEER PIPE LINE COMPANY, A DELAWARE CORPORATION, does hereby release, relinquish and surrender all of its right, title and interest in the following described right of way Agreement:

Recording Data  
Davis County  
Utah

<u>GRANTOR</u>	<u>GRANTEE</u>	<u>DATE</u>	<u>BOOK</u>	<u>PAGE</u>
Alma M. Peterson	Pioneer Pipe Line Company	11-27-53	58	46

inssofar and only inssofar as it covers:

A tract of land located in the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$  SW $\frac{1}{4}$ ) of Section 24, Township 3 North, Range 1 West, Davis County, Utah, as shown by plat marked Exhibit "A" EXCEPT the following portion:

An Easement Sixty (60) Feet wide, lying Forty (40) Feet on the West and Twenty (20) Feet on the East of the following described line:

Beginning at a point on the North line of Alma M. Peterson property, said point being N 88° 35' E, 431 feet from the Northerly Northwest Corner of Tract 2, and also being South, 379 feet and East, 1,075 feet from the West Quarter Corner Section 24, Township 3 North, Range 1 West, Davis County, Utah; thence S. 11° 23' E., 924 feet to a point on the South line of said Alma M. Peterson property, said point being West, 75 feet from the Southeast Corner of said Tract 2.

As to the excepted and unreleased real estate, said right of way agreement shall be and remain in full force and effect according to the terms thereof.

In consideration for execution of this Partial Release, the landowner agrees no permanent structures shall be erected or maintained upon the easement not released by this instrument.

In the event it becomes necessary to lower or relocate the pipeline as a result of grading or improvements performed by the landowner, the landowner agrees to notify Pioneer Pipe Line Company and to bear the expense of lowering or relocating the pipeline.

Recorded at request of *Pioneer Pipe Line Co.* Fee Paid \$ 5.00  
 Date DEC 24 1969 at 9:25 AM MARGUERITE S. BOJHNE Recorder Davis County  
 BY *Grace Van Dusen* Deputy Clerk Page 279  
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In the event that any portion of the easement not released by this instrument is subdivided, conveyed or dedicated for use as a public or private roadway of any type, then landowner agrees to notify Pioneer Pipe Line Company and to bear the expense of lowering and casing the pipeline, if necessary, and properly marking in a manner acceptable to Pioneer Pipe Line Company.

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.

EXECUTED this 28 day of November, 1969.

PIONEER PIPE LINE COMPANY

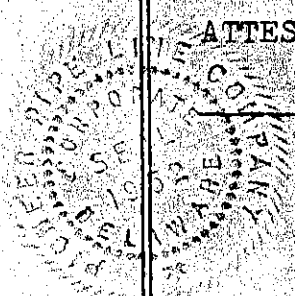
By J. Laskosky  
Vice President

Donald P. Richardson  
LANDOWNER:

Donald P. Richardson  
LANDOWNER:

ATTEST

Ho E. Chendure  
Secretary



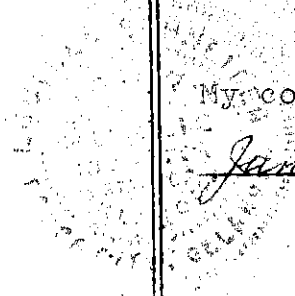
STATE OF OKLAHOMA }  
COUNTY OF KAY } SS.

On this 28<sup>th</sup> day of November, A.D., 1969, personally appeared before me J. Laskosky, who being by me duly sworn did say that he is the Vice President of Pioneer Pipe Line Company, a corporation, and that said instrument was signed in behalf of said corporation by authority pursuant to resolution of its board of directors; and said J. Laskosky acknowledged to me that said corporation executed the same.

Giulio Schneider  
Notary Public  
residing at Lawton City, Oklahoma

My commission expires

June 29, 1970

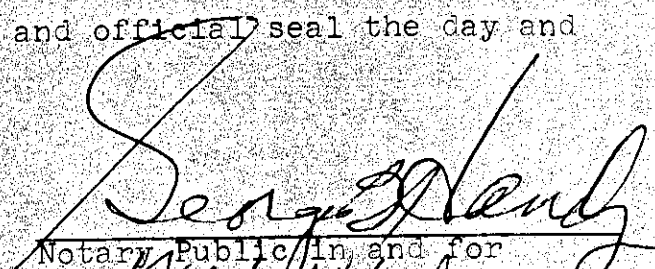


STATE OF Utah )  
COUNTY OF Weber ) SS.

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On the 23 day of October, A.D., 1969,  
personally appeared before me Lynn A. Richardson and  
Donna P. Richardson, his wife, the signers of the  
annexed instrument, who duly acknowledged to me that they  
executed the same

Given under my hand and official seal the day and  
year last above written.

  
Notary Public in and for  
Weber County  
State of Utah

My commission expires

6-1-73