

Recorded at Request of Utah Oil Refining Co.

MAY 26 1948

1002059

12571 ~~12571~~ ⁴⁰ Cornellie S. Lund, Recorder S. L. County, Utah

By **RIGHT OF WAY CONTRACT** Ref: D26-17-5-7

D26-46 5/28

FOR AND IN CONSIDERATION OF THE SUM OF \$161.00, the receipt of which is hereby acknowledged,

Portland Cement Company of Utah, a Corporation

hereafter called grantor, hereby grant unto UTAH OIL REFINING COMPANY, its successors and assigns, hereinafter called grantee, the right to lay, maintain, inspect, operate, replace, change or remove a pipe line for the transportation of oil, gas, gasoline or other petroleum products, ~~and to use the same for any and all purposes necessary and incident to the exercise by said grantee of the rights granted by this contract, except that no such pipe line shall be laid across or upon any land or property owned by the grantor, and no such pipe line shall be laid across or upon any land or property owned by the grantee, and no such pipe line shall be laid across or upon any land or property owned by any third party, on, over and through the following described land of which grantor warrants they are the owners in fee simple, situated in Salt Lake County,~~

the following described land of which grantor warrants they are the owners in fee simple, situated in Salt Lake County,

State of Utah, to wit:

All of Lot 1, Section 23, Township 1 North, Range 1 West, Salt Lake Base & Meridian, ~~and lying West of the middle of the Denver & Rio Grande Railroad tracks as at present constructed.~~

Also, all the land lying West of the East side of a line of a ditch which ditch crosses the South line of Beck's Hot Springs property in Section 14, Township 1 North, Range 1 West, Salt Lake Base & Meridian, and which said point on said South line is 32 rods North of the Section line between Sections 14 and 23, said Township and Range and 443 feet West of the middle of the Denver & Rio Grande Railroad tracks; the ditch then runs Northwesterly to a point 10 feet directly West of steel tower #328; thence Northwesterly and West to two other steel towers #327 and #326; thence Northwesterly crossing the East and West center line of Section 14, 683 feet West of the middle of the Denver & Rio Grande Railroad tracks; thence Northerly to a point 683 feet West of the middle of the Denver & Rio Grande Railroad tracks 12.5 rods North of the intersection of said ditch with said center line of Section 14; and is intended to include all land lying between East side of said ditch and the Hot Springs Lake.

Also, beginning at a point which bears West 183.35 feet from the witness corner of the quarter Section corner on the South boundary of Section 14, Township 1 North, Range 1 West, Salt Lake Base & Meridian, and which also bears West 233 feet from the center of the main track of the Denver & Rio Grande Western Railroad; and running thence South 1°33' West parallel to said track 2641 feet, more or less, to the center line of Section 23; thence West along said center of Section 23, 1768.56 feet, more or less, to the East line of the Right of Way of the Salt Lake City Outfall Sewer Line; thence North 13°23'30" West along said East line of Right of Way 2414.2 feet, more or less, to a point where the said sewer right of way intersects the West boundary of Section 23; thence North along the West boundary of Section 23, 291.5 feet, more or less, to the Section corner common to Sections 14, 15, 22 and 23; thence North along the West boundary of Section 14, 2640 feet, more or less, to the quarter Section corner on the West boundary of said Section 14; thence East along the center line of said Section 14, 2079.3 feet, more or less, to a point which bears West 683 feet from the center of the main track of the Denver & Rio Grande Western Railroad; thence South 1°17' East 1122.4 feet, to a point about 14 feet West of a tower for a high tension line of the Utah Power & Light Company; thence South 8°58' West 620 feet, to a point about 10 feet West of a tower of the Utah Power & Light Company; thence South 15° East 486 feet to a point 10 feet West from the West edge of the Beck Hot Springs Canal; thence South 42° East 396.3 feet, parallel to said canal, thence South 1°33' West 141 feet, to the place of beginning.

together with the right of ingress and egress to and from said land for any and all purposes necessary and incident to the exercise by said grantee of the rights granted by this contract.

~~Grantor reserves the right to use said land for any and all purposes except the purpose hereby granted to said Grantee. Grantee agrees to pay any damages caused by grantee's operations hereunder, to said land, and to the improvements, crops, pasture, fences and livestock of grantor on said land, on the basis of the same, condition, and use of said land and the improvements thereon, at the date of this contract. In the event the parties hereto cannot agree upon the amount of said damages, then the amount thereof shall be ascertained and determined by three disinterested persons selected as follows: One by said grantor, one by said grantee and the third by the two so selected, and the written award of any two of said three persons so selected shall be final and conclusive on the parties hereto. Any pipe line laid hereunder shall be buried so it will not interfere with cultivation of the surface of said premises.~~

Grantors reserve the right to use said land for any and all purposes except the purpose hereby granted to said Grantee. Grantee agrees to pay any damages caused by grantee's operations hereunder, to said land, and to the improvements, crops, pasture, fences and livestock of grantor on said land, on the basis of the same, condition, and use of said land and the improvements thereon, at the date of this contract. In the event the parties hereto cannot agree upon the amount of said damages, then the amount thereof shall be ascertained and determined by three disinterested persons selected as follows: One by said grantor, one by said grantee and the third by the two so selected, and the written award of any two of said three persons so selected shall be final and conclusive on the parties hereto. Any pipe line laid hereunder shall be buried so it will not interfere with cultivation of the surface of said premises.