

FOR AND IN CONSIDERATION of the sum of _____ Dollars (\$ 10.00)

to the undersigned in hand paid, the receipt whereof is hereby acknowledged The Undersigned

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 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 Davis County, State of Utah and described as follows, to-wit:

That certain parcel of land owned by the Grantor in the Northeast Quarter of Section 35, Township 5 North, Range 2 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 the County Road, on the East by the lands of Julia Colletti and I. B. Ward, on the South by lands of J. A. and Ella M. Millyard and Rayner L. Roueche, and on the West by the Oregon Short Line Railroad.

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 _____ day of _____, 19_____

WITNESSES: _____

STATE OF _____)
COUNTY OF _____) ss.

On this _____ day of _____, 19_____, before me personally appeared _____ and _____

known to me and known by me to be the person described in and who executed and whose name _____ subscribed to the within instrument, and acknowledged to me that _____ he _____ 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 _____

Notary Public for _____

Residing at _____

See Credit to Eminent in Book 60, Page 478

STATE OF Utah
COUNTY OF Heber

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

Robert A. Martin, 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

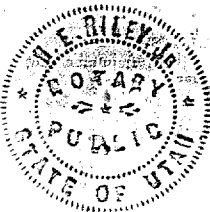
that he was present and saw Charles J. Toone and Jessie M. Toone

personally known to him to be the signer E of the above instrument as a part ies 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 Charles J. Toone and Jessie M. Toone

WITNESS my hand and notarial seal:

My commission expires March 19, 1951

H. E. Riley, Jr.
H. E. Riley, Jr.
Notary Public



Filed AUG 15 1949
At 9 08 o'clock AM
In Book 5 of CR
Page 448
GRACE C. STEVENSON
Marguerite J. Bourne
Deputy

Residing at Ogden, Utah

- Platted
- Abstracted
- On Margin
- Indexed
- Entered

SALT LAKE PIPE LINE CO.
P. O. BOX 388
OGDEN, UTAH
No. SEP. 1-156a.

RIGHT OF WAY
FROM

Charles J. and Jessie M. Toone

SALT LAKE PIPE LINE COMPANY

DATED August 1, 1949

FOLIO

For and in consideration of the sum of _____ Dollars (\$ _____) the undersigned in and to the land described in and covered by the above and annexed right of way, do hereby approve of, join in, and consent to and confirm said grant of right of way with the same force and effect as if the undersigned had executed same as a grantor therein. If the said interest of the undersigned consists of a lease, mortgage, or other lien, such lease, mortgage, or other lien and the rights of the undersigned thereunder are hereby subordinated to the right of way hereinabove granted.

CONSENT

NE 35-5N-2W

107613

SLP-1-156-A

448

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$ 10.00)

to the undersigned in hand paid, the receipt whereof is hereby acknowledged, The Undersigned

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 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 Davis County, State of Utah and described as follows, to wit:

That certain parcel of land owned by the Grantor in the Northeast Quarter of Section 35, Township 5 North, Range 2 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 the County Road, on the East by the lands of Julia Colletti and I. B. Ward, on the South by lands of J. A. and Ella M. Millyard and Rayner L. Roueche, and on the West by the Oregon Short Line Railroad.

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 1st day of August, 1919.

WITNESSES:

STATE OF _____ }
COUNTY OF _____ } ss.

On this _____ day of _____, 19____, before me personally appeared _____ and _____

known to me and known by me to be the person described in and who executed and whose name _____ subscribed to the within instrument, and acknowledged to me that he 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 _____

Notary Public for _____

Residing at _____

See Certificate respecting B.W. in Book 188 Page 69
See Consent to Easement in Book 40, Page 478

STATE OF Utah)
COUNTY OF Weber) ss.

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

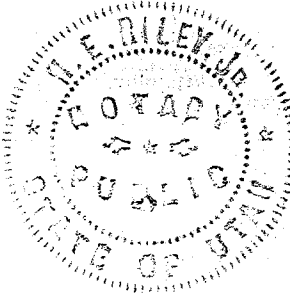
Robert A. Martin, personally known to me to be the same person whose name is subscribed to the above instrument as a witness thereto, who, being by me duly sworn, deposed and said that he resides in Los Angeles, County of Los Angeles, and the State of California; that he was present and saw Charles J. Toone and Jessie M. Toone, personally known to him to be the signers of the above instrument as a parties 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 Charles J. Toone and Jessie M. Toone

WITNESS my hand and notarial seal.

My commission expires March 19, 1951

H. E. Riley, Jr.
H. E. Riley, Jr.
Notary Public

Residing at Ogden, Utah



Filed AUG 15 1949
At 9 08 o'clock A M
In Book 5 of OK
Page 448
GRACE C. STEVENSON
County Clerk
Marguerite S. Bourne
Deputy

Platted Abstracted
On Margin Indexed
Entered

SALT LAKE PIPE LINE CO.
P. O. BOX 388
OGDEN, UTAH
NO. SIP 1-156a

RIGHT OF WAY
FROM
Charles J. and Jessie M. Toone
TO
SALT LAKE PIPE LINE COMPANY
DATED August 1, 1949

FOLIO.....

For and in consideration of the sum of Dollars (\$.....), the undersigned in hand paid, receipt whereof is hereby acknowledged, the undersigned, owning an interest in and to the land described in and covered by the above and annexed right of way, do hereby approve of, join in, and consent to and confirm said grant of right of way with the same force and effect as if the undersigned had executed same as a grantor therein. If the said interest of the undersigned consists of a lease, mortgage, or other lien, such lease, mortgage, or other lien and the rights of the undersigned thereunder are hereby subordinated to the right of way hereinabove granted.

CONSENT