

376

Recorded at request of Ball Lake Pipe Line Co. Fee Paid 4.00
Date MAY 7 1951 at 105 P.M. Recorder Divis Gou
By Marguerite Bourne Deputy Book 25 Page 376
AMENDED RIGHT OF WAY CONTRACT

AMENDED RIGHT OF WAY CONTRACT

THIS AGREEMENT, made and entered into this 14 day of March, 1951,
by and between PHILLIPS PETROLEUM COMPANY, a Delaware corporation having an
operating office at Bartlesville, Oklahoma, hereinafter referred to occasionally
as "Grantor", and SALT LAKE PIPE LINE COMPANY, a Nevada corporation having
an operating office at Salt Lake City, Utah, hereinafter referred to occasionally
as "Grantee", WITNESSETH:

THAT WHEREAS, by "Right of Way Contract" dated February 3, 1949,
Filed for record in Davis County, Utah, under filing No. 105613 on March 5,
1949, at 10:10 A.M., and duly recorded in the Deed Records of said county in
Volume 1 at Page 341, Wasatch Oil Refining Company granted to Salt Lake Pipe
Line Company, its successors and assigns, the right to lay, maintain, operate,
inspect and remove a pipe line and appurtenances over, through, upon, under
and across certain portions of Sections 24 and 25, Township 2 North, Range 1
West, S.L.M., Davis County, Utah, therein particularly described; and

WHEREAS, Phillips Petroleum Company has succeeded to all of the rights, title and interest of Wasatch Oil Refining Company in and to said leases and said "Right of Way Contract"; and

WHEREAS, the parties hereto now desire to amend said "Right of Way
Contract" to the extent hereinafter specified:

...On, THE EIGHTH, for and in consideration of the sum of One dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, Phillips Petroleum Company, the Grantor herein, hereby grants to Salt Lake Pipe Line Company, the Grantee herein, its successors and assigns, the right to lay, maintain, operate, inspect and remove a pipe line and a scraper trap over, through, upon, under and across lands in the County of Davis, State of Utah, described as follows, to wit:

The following described portions of Sections 24 and 25,
Township 2 North, Range 1 West, S.L.M.:

beginning on the north line of a county road at a point 32.21 rods South and 90.08 rods east from the Northwest corner of said Section 25; thence north 163.7 feet; thence east 916.7 feet to the west line of Union Street; thence north along the west line of Union Street 204.6 feet; thence west 1618.0 feet to the west line of

1301

D. & R.G.W. R.R. right of way; thence South $10^{\circ} 01'$ West along said right of way line 435.1 feet to the North line of a county road; thence East along said road 778 feet to the point of beginning.

PARCEL 2. Commencing 6 1/4 rods South and 47.8 rods East from the Northwest corner of the Northwest quarter of Section 25, Township 2 North, Range 1 West, S.L.M.; thence East 99.9 rods to the center of a certain 4-rod street; thence North on center of street 13 rods; thence West 97.9 rods; thence South $9^{\circ} 01'$ West 13.2 rods to place of beginning.

PARCEL 3. Beginning 6.75 rods North and 49.8 rods East from the Southwest Corner of Section 24, Township 2 North, Range 1 West, S.L.M., U.S. Survey; running thence East 97.9 rods to the center of a 4-rod street; thence North on the center of said street 13 rods; thence West 95.9 rods; thence South $9^{\circ} 01'$ West 13.2 rods to the place of beginning.

Said pipe line shall be laid, constructed or erected along the following surveyed line:

Beginning at a point on the easterly boundary line of the Denver and Rio Grande Western Railroad right of way, said point being 530.1 feet South and 740.4 feet East of the Northwest corner of Section 25, Township 2 North, Range 1 West, S.L.M.; thence North $54^{\circ} 01'$ East, 9.4 feet; thence North $9^{\circ} 01'$ East, 832.8 feet; thence South $39^{\circ} 42'$ East, 173.4 feet to a point hereinafter designated as Point "A"; thence approximately North $0^{\circ} 18'$ East, 4 feet, more or less, to a six inch side outlet valve on an existing six inch pipe line of the Grantor.

Said scraper trap shall be constructed or erected on the following described tract:

Beginning at an 8" x 8" x 6" standard tee, designated as Point "A" in the surveyed line last hereinabove described; thence North 5 feet; thence East 20 feet; thence South 10 feet; thence West 20 feet; thence North 5 feet to the point of beginning.

The purpose of said pipe line and said scraper trap shall be to serve Grantor's Woods Cross refinery.

This grant is made subject to the following conditions:

- (a) Grantee agrees to relocate said pipe line and said scraper trap at its own cost and expense at any time upon thirty (30) days' written notice from Grantor.
- (b) Grantee agrees to bury the pipe line below plow depth.
- (c) The rights herein granted may be assigned in whole or in part.
- (d) Grantee agrees to pay for all damages to buildings or to fences of Grantor.
- (e) Grantor shall fully use and enjoy all of said premises except to the extent and for the purposes hereinabove granted.

(f) Grantee agrees to remove said pipeline and said scraper trap at its sole cost and expense and to surrender and release of record all its rights hereunder at such time as said pipe line and scraper trap cease to serve Grantor's Woods Cross refinery.

This Amended Right of Way Contract terminates and supersedes, as of the date hereof, said original "Right of Way Contract" of February 3, 1949, hereinabove described.

This Amended Right of Way Contract shall be binding upon the parties hereto and their respective successors and assigns.

Executed and delivered as of the day and year first above written.

STATE OF DELAWARE

ATTESTED

R. W. Keefer
Assistant Secretary

SALT LAKE PIPE LINE COMPANY

ATTESTED

R. W. Johnson
Secretary

STATE OF OKLAHOMA)
COUNTY OF WASHINGTON) ss.

PHILLIPS PETROLEUM COMPANY

By W. W. Keefer
Vice President

Grantor

SALT LAKE PIPE LINE COMPANY

By W. W. Keefer
President

Grantee

On the 15 day of March, A.D. 1951, personally appeared before me, W. W. Keefer, who, being by me duly sworn, did say, that he is the Vice President of Phillips Petroleum Company, and that said instrument was signed in behalf of said corporation by authority of its by-laws, and said W. W. Keefer acknowledged to me that said corporation executed the same.

Rita Rice
Notary Public
Residing at Bartlesville, Oklahoma

My commission expires:

Feb. 15, 1955

APPROVED AS TO
FORM W. W. Keefer

STATE OF UTAH
COUNTY OF SALT LAKE) ss.

379

On the 26 day of March, A.D. 1951, personally appeared before me,
E. Finney, Jr., who, being by me duly sworn, did say
that he is the Vice President of Salt Lake Pipe Line Company, and that said
instrument was signed in behalf of said corporation by authority of its b. laws,
and said E. Finney, Jr. acknowledged to me that said
corporation executed the same.

John C. McAllister
Notary Public
residing at Salt Lake City, Utah

My commission expires:

March 18, 1954