

Recorded at Request of Ed. F. Emanuel Egger

MAY 16 1950

at 1221 P.M. Fee paid \$ 3¹⁰ Hazel Taggart Chase, Recorder Salt Lake County, Utah

1200177

By R. Schmitz Dep.

Book 765 Page 225 Ref. 321-49-31

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

PORLTAND CEMENT COMPANY OF UTAH, a corporation of Wyoming

of the State of Utah, hereinafter called Grantor, do hereby grant to SALT LAKE REFINING 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, with the right of ingress and egress to and from the same, over and through, under or long, those certain parcels of land situate in Salt Lake County, State of Utah, and described as follows, to-wit:

Those portions of Section 23, and Section 14, Township 1 North, Range 1 West, Salt Lake Meridian, described as follows:

Beginning at a point which bears West 183.35 feet from the Witness Corner to the 1/4 Section corner on the South boundary of Section 14, Township 1 North, Range 1 West, Salt Lake Base and 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 line 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 the 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 1/4 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 and Light Company; thence South 8° 38' West 620 feet, to a point about 10 feet West of a tower of the Utah Power and Light Company; thence South 15° East 486 feet, to a point 10 feet West from the West edge of the Becks Hot Springs Canal; thence South 12° East, 396.3 parallel to said canal; thence South 1° 33' West 141 feet to the place of beginning.

Said lines shall be laid, constructed and maintained within a strip of land twenty-five (25) feet in width, the center of line of which is described as follows:

Beginning at a point on the north line of the lands of Grantor being a south line of the lands of Grantee, said point being on the east and west center line of Section 14, Township 1 North, Range 1 West, Salt Lake Meridian, distant thereon 127.3 feet east of a stake identified as the West Quarter corner of said Section 14; thence South 00° 31' 30" West 2933.55 feet; thence South 13° 12' 30" East 2155.0 feet; thence North 89° 12' West 40 feet more or less to the easterly line of the Salt Lake City Outfall Sewer Right of Way (55 feet wide); said point being 2811.7 feet northerly along the West section of said Section 23 extended; thence South 89° 12' East 625 feet more or less from an iron pipe with a brass cap identified as the Southwest corner of said Section 23.

The boundary lines of said twenty-five foot strip of land shall be lengthened or shortened at their extremities to conform to the boundary lines of said lands of Grantor.

Said lines may, in so far as the interests of Grantor extend thereto, 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.

Said pipe lines shall be laid so that the tops thereof are at least eighteen (18) inches beneath the surface of the ground, excepting that where they cross water courses they may be laid above the surface.

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.

In the event that the location of said pipe lines shall at some future time interfere with the operations of the grantor on said lands, the grantee will, on sixty (60) days' written notice, relocate said lines on a new route to be provided by the grantor without cost to the grantee, said new route to permit practicable connection with the points of severance of the right of way of the grantee on adjoining property and to be subject to all of the terms hereof except the relocation provisions of this paragraph.

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.

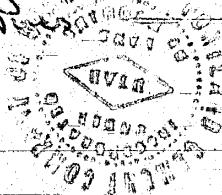
IN WITNESS WHEREOF, these presents are hereby signed this 15th day of May, 1950, 1950.

WITNESSES:

PORLTAND CEMENT COMPANY OF UTAH, a Corporation of Wyoming

Edgar M. Snell

By: Herbert A. Snow



STATE OF UTAH

County of Salt Lake } ss.

On the Fifteenth day of May A. D. 1950

personally appeared before me Herbert A. Snow

who being by me duly sworn did say that he is the President of the Portland Cement Company of Utah

and that said instrument was signed in behalf of said corporation by authority of its bylaws and by resolution of the Board of Directors and said Herbert A. Snow

acknowledged to me that said corporation executed the same.

Herbert A. Snow
Notary Public

My Commission Expires

Mar 14 1952