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Recorded at Request of Salt Lake Pipeline Co.at 2:30 M.R. paid \$ 5<sup>00</sup> Hazel Taggart Chase, Order Salt Lake County, Utah

Book 778 Page 188 Ref. D 26-50-268

THIS AGREEMENT, dated the 14th day of June, 1930,

by and between PORTLAND CEMENT COMPANY OF UTAH, a corporation, hereinafter called Grantor, and SALT LAKE REFINING COMPANY, also a corporation, hereinafter termed Grantee,

S 41-304-1

## WITNESSETH:

That Grantor, for and in consideration of the full and prompt performance of the things to be performed by Grantee as hereinafter set out, hereby grants to Grantee, under the terms, conditions and provisions herein-after contained, a right of way and easement to construct, maintain, use and repair a private road, over and across that certain property situate in the County of Salt Lake, State of Utah, hereinafter referred to as the "premises" and described as follows, to-wit:

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 5° 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 Bechtel 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.

Said road is to be constructed upon a strip of land twenty-five foot in width, the center line of which is shown in red on Print No. SL-E-2105, attached hereto and made a part hereof.

Grantee hereby covenants and agrees that immediately upon the execution hereof it will furnish and set up, and thenceforth, during the continuance of this agreement, maintain at an appropriate and conspicuous place near the approach of said road to an exterior boundary line of the lands of Grantor a sign of suitable size and design bearing the following notice:

"PRIVATE ROAD

No Trespassers Allowed."

Grantor reserves the right to use said strip of land for road or other purposes and permit others also to so use the same. Grantor also reserves the right to repair, alter, grade, drain and maintain said road, but there shall be no obligation on its part so to do.

Grantee shall and will construct, maintain and use said road in a careful, workmanlike manner, and so as not to interfere with or obstruct other or similar use of said premises by Grantor or its permittees, successors or assigns, or injure or interfere with any person or property in or about said premises.

Whenever, in the opinion of Grantor, said road interferes with Grantor's use of or operations upon the premises, Grantee shall, at its own expense and risk, within sixty (60) days after written request therefor by Grantor, relocate and reconstruct said road upon and across said premises and

along the route specified by Grantor in such request, and shall restore said strip of land as nearly as possible to the same state and condition they were in prior to the construction of said road.

This grant of right of way is personal to Grantee and shall not be assigned by Grantee, in whole or in part, without the written consent of Grantor being first had. No written consent by Grantor hereunder shall be deemed a waiver by Grantor of any of the provisions hereof, except to the extent of such consent.

Grantee shall be responsible for and shall pay the party or parties entitled to payment for, any damage to or loss of property, or injury to or death of person, that directly or indirectly may be caused by or arise or result from the exercise or enjoyment of any of the rights hereunder, and shall hold Grantor harmless from and indemnify it against any and all claims therefor, excepting such damage, loss, injury or death as may be caused solely by the fault or neglect of Grantor in the use of said road. Such damage or loss, if suffered by Grantor and if not mutually agreed upon, shall 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, and the award of such three persons, or any two of them, shall be final and conclusive. Grantee agrees to hold Grantor harmless from and to indemnify it against any claim for damage to or loss of property of Grantee in, on, and about the said premises; or injury to or death of any person thereon or thereabouts on behalf of or at the invitation of Grantee, arising out of the operations of Grantor on said premises, irrespective of any negligence of Grantor.

Grantee hereby recognizes Grantor's title and interest, in and to the land over which the aforesaid right of way is hereby granted and agrees never to assail or resist Grantor's title or interest herein.

Except as otherwise provided herein, the terms and conditions of this agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

This grant is made subject to all valid and existing licenses, leases, grants, exceptions and reservations affecting said premises.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate.

SALT LAKE CEMENT COMPANY

By D. B. Denney  
President

By R. M. Johnson  
Secretary



PORLAND CEMENT COMPANY OF UTAH

By A. M. Snell  
President

By J. M. Snell  
Secretary

STATE OF UTAH )  
COUNTY OF SALT LAKE )  
SS

On this 16th day of June, 1950, personally appeared before me C. E. Finney, Jr. and R. W. Johnson, who being by me duly sworn, did say that they are the President and Secretary of the SALT LAKE REFINING COMPANY, a Nevada corporation, and that said instrument was signed in behalf of said corporation by authority of its by-laws, and said C. E. Finney, Jr. and R. W. Johnson acknowledged to me that said corporation executed the same.



101A  
Expiration date:

May 23, 1953

Gloria S. Ashton  
Notary Public

Notary Public

Residing at Salt Lake City, Utah

State of Utah, }  
County of \_\_\_\_\_ }

On the 14th day of June A. D. 1950.

personally appeared before me, Herbert A. Snow, President and General Manager

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who being by me duly sworn did say that he is the \_\_\_\_\_-President\_\_\_\_\_ of the \_\_\_\_\_

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



Frances March 34, 1952

No. 498

**CORPORATION ACKNOWLEDGEMENT**

