

124023

SLB 1-160

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FOR AND IN CONSIDERATION of the sum of - - - - TEN and no/100- - Dollars (\$ 10.00)

to the undersigned in hand paid, the receipt whereof is hereby acknowledged, NE 1/4 NW 1/4 26-5N-2W

GRANT TURNER, an unmarried man

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:

Portions of the North Half (N¹/₂) of Section 26, Township 5 North, Range 2 West, situate in the Town of Sunset, described as follows:

Parcel 1.

Beginning at the Northwest corner of the Northeast quarter of said Section 26; thence South 766 feet; thence East 130.68 feet; thence North 766 feet; thence West 130.68 feet to the point of beginning.

Parcel 2.

Beginning at the Northeast corner of the Northwest quarter of said Section 26; thence South 683 feet more or less to the Right of Way of the Oregon Short Line Railroad Company; thence Northwesterly along said right of way to its intersection with the North boundary line of said Section 26; thence East 50 feet more or less to the point of beginning.

Said lines shall be laid and/or erected within a strip of land sixteen and one-half (16¹/₂) feet in width, the center line of which is described as follows:

Beginning at a point on the center line of that certain sixteen and one-half (16¹/₂) foot strip of land described in that certain grant of right of way dated July 18, 1949, and recorded July 27, 1949, in Book 5 of Official Records at Page 97, Records of Davis County, Utah, distant thereon 100 feet North 2°10' West of the Southerly boundary line of the above described lands of Grantor; thence South 2°10' East 100 feet to the Southerly boundary line of the above described lands of Grantor.

The boundary lines of said 16¹/₂ foot strip of land shall be lengthened or shortened at its southern extremities to conform to the said southerly boundary line of the above described lands of Grantor.

This grant of right of way is supplemental and in addition to that certain right of way heretofore granted to Salt Lake Pipe Line Company by that certain grant dated July 18, 1949, and recorded in Book 5 of Official Records at Page 97, Records of Davis County, Utah.

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Said line 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.

Grantor shall have the right to trim trees or portions thereof overhanging said strip of land whenever in the opinion of Grantor 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 16th day of June, 1952

WITNESSES
Jenny

Grant Turner

STATE OF Utah
COUNTY OF Wasatch

On this 16th day of June, 1952, before me personally appeared Grant Turner and _____

known to me and known by me to be the person described in and who executed and whose name is 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 3-19-53

H. H. [Signature]
Notary Public for

Residing at Capitol

- Platted Abstracted
- On Margin Indexed
- Compared Entered

