

the day and year first above written.

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Signed, sealed and delivered in the presence of

Stephen Moss (Seal)

Martha J. Moss (Seal)

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On this 21st day of August, 1952, before me personally appeared STEPHEN MOSS and MARTHA J. MOSS, his wife known to me and known by me to be the persons described in and who executed and whose names are subscribed to the within instrument, and acknowledged to me that they 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 3:14:53



Nevada F. Parker
Notary Public for Woods Cross, ut
Residing at Woods Cross, ut

125179

SLB 1-30

NE 35-21

This grant of right of way made this _____ day of _____, 1952, by and between EVERETT W. RANCK and MARY RANCK, his wife, hereinafter called grantor, of _____, Utah, and SALT LAKE PIPE LINE COMPANY, a Nevada corporation, hereinafter called grantee, having its principal place of business in Salt Lake City, Utah, WITNESSETH:

Subject to all of the terms, conditions and agreements hereinafter appearing, the grantor hereby grants to the grantee a right of way, from time to time to lay, construct, maintain, repair, replace, change the size of, remove, and operate three (3) pipe lines and appurtenances in, under and along a strip of land ten (10) feet wide, five (5) feet on each side of the center line, and for the full distance thereof, over and through, under or along that certain parcel of land situate in Davis County, State of Utah, and described as follows, to-wit:

A portion of the Northeast quarter of Section 35, Township 2 North, Range 1 West (Sec. 35, T. 2 N., R. 1 W.) Salt Lake Meridian, described as follows:

Beginning at a point 4.18 chains West and 5.17 chains South of the Northeast corner of said Section 35; thence South 9.99 chains along the center line of a four rod street; thence West 24.53 chains; thence North 5°30' West 10.01 chains; thence East 25.52 chains to the point of beginning.

Recorded at Salt Lake City, Utah, on August 28, 1952.
By Virginia B. Bette, Deputy Clerk
EMILY T. ELDREDGE, 41
Recorder, Davis County, Utah

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Said lines shall be laid within a strip of land Ten (10) feet in width, the Easterly boundary line of which is described as follows:

Beginning at a point on a southerly boundary fence line of the lands of the grantor herein and a northerly boundary fence line of the lands of Salt Lake Union Stockyards, distant thereon westerly 72.9 feet from the center line of the D. & R. G. W. Railroad right of way; thence N. 11° 52' E. 254.7 feet; thence N. 16° 54' E., 51 feet, to a point on an easterly fence line of the grantor herein and a westerly fence line of a county road, distant thereon southerly 363.4 feet from a fence corner; thence approximately N. 16° 54' E. to the center line of a four rod street.

The boundary lines of said ten (10) foot strip of land shall be lengthened or shortened at their extremities to conform to the boundary lines of said lands of Grantor.

The said pipe lines to be laid hereunder shall be used by the grantee

For the transportation of oil, petroleum, gasoline, gas, water or other substances, or any thereof; it being expressly understood that water is not to be transported for culinary or irrigation purposes.

The grant of said right of way is subject to the following covenants, stipulations and agreements of the parties hereto, to-wit:

1. The grantee shall pay to the grantor, upon the execution of this agreement, the sum of Ten Dollars (\$10.00) as the purchase price of said right of way; and in addition thereto grantee agrees to pay to grantor, or his successors in interest, all damages to crops, fences and buildings upon said land, caused by grantee in the construction of said lines, and all damages that may hereafter accrue to said land or any crops or improvements thereon arising from the maintenance, repair, operation or replacement of said pipe lines.
2. The grantee shall lay said pipe lines beneath the surface of the ground for the entire length of said right of way not less than two (2) feet to the top of said pipe, and in such manner that it will not interfere with the free cultivation of the surface for any agricultural or horticultural use.
3. 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.
4. The grantee agrees that in laying, constructing, repairing, maintaining and replacing said pipe lines it will so conduct its operations as to do as little damage to grantor's land and crops as may be reasonably possible, and will fully backfill any trenching and will expeditiously restore the surface to its former condition. The grantee, in any of its operations either laying, constructing, maintaining, repairing or replacing said pipe lines may go upon or occupy any of the grantor's land in such a

to said right of way with any of its equipment or materials, but in so doing, it shall conduct its operations in connection with such use and occupancy as expeditiously as possible and will pay grantor, or his successor, any damages to fences crops or buildings, arising from so going upon and occupying said land.

5. Grantor may maintain or erect boundary fences, but the grantee may take down the same to gain access to said right of way for the construction or maintenance or replacement of said pipe lines, unless alternate means agreeable to grantee are provided; provided, however, the grantee shall immediately restore any fence taken down, with a fence of the same type and as good or better than that taken down, upon completion of the construction, repair or replacement of said pipe lines on grantor's land.

6. The grantee agrees to protect, hold harmless, and indemnify the grantor, or his successors in interest, against and from any loss or damage. the grantor, or his successors, may sustain to his or their land, crops, or personal property or buildings which at any time may arise from the bursting, or leaking, of said pipe lines.

7. In the event that a dispute arises as to the amount of any loss or damage claimed by the grantor and arising out of the operations of the grantee hereunder, then the parties hereto agree that the amount to be paid grantor by the grantee shall immediately be submitted to the arbitration of three disinterested persons, one to be appointed by each party to this agreement, and the third to be appointed by the two so appointed. An award in writing signed by the three, or any two of the arbitrators so selected shall be final. In the event that either party shall fail or refuse to select an arbitrator within thirty days after receiving notice of the appointment of any arbitrator by the other, then the arbitrator first appointed shall have power to proceed to arbitrate and determine the matter the same as if appointed by both the parties and his award in writing shall be final. The fees of the arbitrators shall be considered as costs and shall be awarded or apportioned by the arbitrators as shall be determined by them. In all matters other than that relating to the amount of damages claimed and hereinabove agreed to be arbitrated, the parties hereto may resort to judicial processes for determination and enforcement of their respective rights and obligations hereunder, and the grantee agrees to pay all costs and attorney's fees incurred by the grantor in the enforcement of any provision of this agreement.

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8. Notwithstanding any provision to the contrary herein contained, grantee agrees that in the event a railroad spur or trackage is constructed across the pipe lines that the grantee at its expense will encase and lower said pipe lines at such intersection and comply with the standard railroad crossing requirements.

9. 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, the parties hereto have executed this agreement the day and year first above written.

Signed, sealed and delivered in the presence of

_____ (Seal)

_____ *C.* _____ (Seal)

STATE OF UTAH)
) ss.
COUNTY OF Lewis)

On this 21st day of August, 1952, before me personally appeared ED. F. EMMENEGGER, 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 El Territo, County of Contra Costa, and the State of California; that he was present and saw EVERETT W. RANCK and MARY RANCK, his wife, personally known to him to be the signers of the above instrument as 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 EVERETT W. RANCK and MARY RANCK.

WITNESS my hand and notarial seal.



Commission expires 3-14-53

Merrill P. Parkes
Notary Public

Residing at Woods Cross, Utah