

Recorded at request of _____ Date SEP 2 1952 By Virginia J. Bell Deputy Book 42 For Paid 2.10 Recorder Davis County Page 11

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On Margin Indexed
Compared Entered

RIGHT OF WAY
125299

23-47-14
Line No. 657

11

FOR AND IN CONSIDERATION OF THE SUM OF Ninety and 00/100-----DOLLARS,

to the grantors paid, the receipt of which is hereby acknowledged, Barnes Banking Company, a Utah
corporation, by and through John R. Gailey, its President,

herein called Grantors, hereby grant unto PIONEER PIPE LINE COMPANY, a Delaware corporation, hereafter called Grantee, its
successors and assigns, the right to lay, maintain, inspect, operate, protect, repair, replace and remove a pipe line for the transpor-
tation of liquids and/or gases, and further the right to construct, maintain, operate, repair and remove a communication system
and equipment and apparatus therefor, if Grantee desires to do so, to be used in connection with any pipe line hereafter construct-
ed by said Grantee on, over and through the following described land of which grantors warrant they are the owners in fee simple,

situated in Davis County, State of Utah to-wit:

Beginning at a point 14.53 chains North of the Southeast corner of the Southwest quarter of
section 23, T4N-R1W, S1W, and running thence North 25.47 chains; thence West 5.77 chains;
thence South 69°50' West 4.15 chains; thence South 78°15' West 1.95 chains; thence South
29°10' East 3.41 chains; thence South 47°26' West 6.30 chains; thence South 3°30' West
to the west line of the East Half of said Southwest quarter; thence South to a point South
71°42' West of the point of beginning; thence North 71°42' East to the point of beginning.

together with the right of unimpaird access to said pipe line and the right of ingress and egress on, over and through said land for
any and all purposes necessary and incident to the exercise by said grantee of the rights granted hereunder, hereby releasing and
waiving all rights under and by virtue of the homestead exemption laws of said state.

The said grantors have the right to fully use and enjoy the said premises except as the same may be necessary for the pur-
poses herein granted to the said grantee. Grantors agree not to build, create or construct, any obstruction, engineering works, or
other structure over said pipe line or lines, nor permit same to be done by others.

In addition to the above consideration, grantee agrees to pay any damages which may arise to crops, buildings, drain tile,
fences and timber, by reason of grantee's operations.

Any pipe line or lines constructed by grantee across lands under cultivation shall, at the time of the construction thereof, be
buried to such depth as will not interfere with such cultivation, except that at option of grantee it may be placed above the channel
of any stream, ravine, ditch or other watercourse.

As a part of the consideration hereinabove set forth Grantors hereby grant unto said Grantee the right at any time or times
to construct and operate an additional pipe line or pipe lines alongside of said first pipe line on, over and through said land, and

Grantee agrees to pay Grantors for each additional pipe line so placed the sum of Ninety and 00/100-----Dollars,
on or before the time Grantee commences to construct such pipe line on the land hereinabove described. Said additional line or lines
to be subject to the same rights, privileges and conditions as the original line.

Grantee shall have the right to change the size of its pipes, the damages, if any, in making such change to be paid by the said
grantee.

It is agreed that any payment hereunder may be made direct to said grantors or any one of them, or by depositing such pay-
ment to the credit of said grantors or any one of them in the Barnes Banking Co Bank of
Kaysville, Utah, and payment so made shall be deemed and considered as payment to
each of said grantors.

The rights herein granted may be assigned in whole or in part.

The terms, conditions and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, per-
sonal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, I, _____ have hereto set my hand and _____ my _____ seal this

9th day of June, 1952

Signed, sealed and delivered in the
presence of

Alvin Bennett

Barnes Banking Company (Seal)

By John R. Gailey (Seal)
President

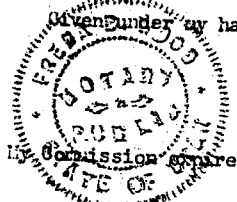
(Seal)

(Seal)

UTAH
STATE OF ~~NEVADA~~ }
COUNTY OF DAVIS } SS.

UTAH
~~NEVADA~~ CORPORATION

On this 9th day of June 1952, before me appeared John R. Gailey to me personally known, who, being by me duly sworn, did say that he is the President of Basco Banknote and that the seal affixed to said instrument is the corporate seal of said corporation and that, said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said John R. Gailey acknowledged said instrument to be the free act and deed of said corporation, Given Under my hand and seal the day and year first above written.



Fred B. Wood
Notary Public

Res. W. North Salt Lake - 2452

(Note: In case a corporation has no corporate seal, omit the words "the seal affixed to said instrument is the corporate seal of said corporation and that" and add at the end of the affidavit clause the words "and that said corporation has no corporate seal")

Book 557 Page 597
FROM Barnes Banking Company
TO WORKER PIPE LINE COMPANY
1000 S. Main St. Salt Lake, Utah
Date June 9 1952
Value \$04
Witness