

Filed ☐ Amended ☐
 Recorded at request of *Stephens, Brayton & Lowe* *Sub 24-27-111*
 FEB 13 1954 *9:10 AM* EMILY T. ELDREDGE *120*
Deputy Book *61* *Page 33*
County

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RIGHT OF WAY

FOR AND IN CONSIDERATION of the sum of Seventy-five (\$75.00) Dollars, to the Grantors said, receipt of which is hereby acknowledged, CLARENCE ROBERTS and AFTON W. ROBERTS, his wife, 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 transportation of liquids and/or gases on, over and through the following described land, situated in Davis County, State of Utah, to-wit:

Beginning on the East line of the Denver and Rio Grande Western Railroad right of way at a point 412.3 feet south and 1022.5 feet East of the Northwest corner of the Southwest Quarter of Section 24, T2N, R1W, Salt Lake Meridian, thence Southwesterly 257 feet along said right of way; thence East to a point on the South line; thence North-easterly 257 feet on a line parallel to and 33 feet distant from the West property line to a point on the North line; thence West to the point of beginning;

together with the right of unimpaired 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.

The said grantors have the right to fully use and enjoy the said premises except as the same may be necessary for the purposes 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, nor permit same to be done by others; provided however, that grantors shall have the right to construct drain tiles over or under said pipe line upon giving grantees reasonable notice of their intention to commence such construction.

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 operation. Grantors agree that such damages incurred to this date are in the amount of One Hundred Twenty-five and no/100 (\$125.00) Dollars, receipt of which is hereby acknowledged in full release of all claims for damages incurred to this date.

Any pipe line constructed by grantee across lands under

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 SALT LAKE CITY, UTAH

cultivation shall, at the time of the construction thereof, be carried to such depth as will not interfere with such cultivation.

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

The rights herein granted may be assigned to whomsoever.

The terms, conditions and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the grantor hereto.

IN WITNESS WHEREOF, we have hereto set our hands this 10 day of January 1954.

Arthur W. Roberts

STEPHENS, BRAYTON & LOWE
ATTORNEYS AND COUNSELORS
SALT LAKE CITY, UTAH

STATE OF UTAH)
COUNTY OF DAVIS) ss

On this 10 day of January 1954, before me personally appeared Clarence Roberts and Arthur W. Roberts, his wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

In witness whereof, I have hereunto attached my hand and seal this 10 day of January 1954.



Notary Public