

FOR AND IN CONSIDERATION of the sum of \$10,000 Dollars (\$ 10,000) to the undersigned to have paid, the receipt whereof is hereby acknowledged,

RECORDED

of the County of Heber, State of Utah, hereinafter called Grantee.

do hereby grant to SALT LAKE PIPE LINE COMPANY, a Nevada corporation, hereinafter called Grantor, 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 thereto, 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 thereto on a single line of poles or underground, as Grantor 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 Heber, County, State of Utah and described as follows, to wit:

That certain parcel of land owned by the Grantor in the Northeast corner of Section Twenty-four, Township Six North, Range Two East (1/4 of Sec. 2), in the Salt Lake Division, as shown on the ownership plot on file in the office of the County Recorder of said County, and bounded on the north by land of Grantee in Heber and Granite, on the east by lot of land in Heber and Granite, on the south by the Southern Pacific Railroad, and on the west by private road.

The route selected by Grantee for the first pipe line laid hereunder shall be the center line of a strip of land fifteen (15') feet wide within which all additional lines, as provided for herein, must be laid.

Said lines may, in so far as the interests of Grantor exceed 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.

Grantee shall have the right to trim trees or portions thereof overhanging said strip of land whenever in the opinion of Grantee 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.

Grantor 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 Grantee, 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 have 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 19th day of August 1940.

WITNESSES:

R.N. Cottrell
Vice-President

THE AMALGAMATED SUGAR COMPANY
R.N. Cottrell
Vice-President
S. J. Taylor
Secretary-Treasurer

State of Utah
County of Weber

On this nineteenth day of August, A. D. one thousand nine hundred and forty-nine personally appeared before me

R. H. Cottrell and J. R. Bachman they are and Sec.-Treas., respectively who being by me duly sworn did say, that he is the Vice-Pres. of the

Amalgamated Sugar Company.

Company, and that said instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said R. H. Cottrell and J. R. Bachman acknowledged to me that said corporation executed the same.

Notary Public.

My commission expires October 15, 1952

CONSENT

For and in consideration of the sum of _____ Dollars (\$_____),
 to the undersigned in land held, receipt whereof is hereby acknowledged, the undersigned, owning an interest in and to the
 land described in and covered by the above and annexed right of way, do_____; hereby approve of, join in, and consent to and
 confirm said grant of right of way with the same force and effect as if the undersigned had executed same as a grantor
 thereto. If the said interest of the undersigned consists of a lease, mortgage, or other title, such lease, mortgage, or other
 title and the rights of the undersigned thereunder are hereby subordinated to the right of way hereinabove granted.

WITNESSES:

DATE:

Return to
 SALT LAKE PIPE LINE CO.
 P. O. BOX 368
 OGDEN, UTAH
 No. HLP-L-55.

RIGHT OF WAY
FROM

Augmented Sugar Co. by R. H. Gottrell,
Vice Pres. and J. H. Beckman, Secy-Treas.

BALT LAKE PIPE LINE COMPANY

To

DAVID August 19, 1949

156221

#310
 STATE OF UTAH
 COUNTY OF WEBER } ss
 CLERK REC'D FOR
 Salt Lake Pipe Line Co.
 AUG 25 3 12 PM '49

BOOK 319 - records
 PAGE 281
 DOROTHY B. SPELL
 CORNER

E. Charlotte Jacobs

FOLIO

RECORDED AND INDEXED
 THIS DAY OF AUGUST TWENTY FIVE THOUSAND FOURTY NINE
 BY [Signature]

SEARCHED
 INDEXED
 SERIALIZED
 FILED

