

of the County of \_\_\_\_\_ State of UTAH hereinafter called Grantor,

do hereby grant unto said Grantee, hereinafter called Grantee, the right of way from time to time to maintain, operate, change the size of, increase the number of, and remove pipe lines and appurtenances for the transportation of oil, petroleum, gas, gasoline, water or other substances, of any kind, and to erect, add to and remove telegraph, telephone and power lines and appurtenances above and below ground 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 \_\_\_\_\_ County, State of UTAH and described as follows, to-wit:

That certain parcel of land owned by the Grantor in the North East Quarter of Section Eleven, Township Five North, Range Two West, Salt Lake Meridian, within the boundaries shown on the ownership plat on file in the office of the County Recorder of said County, and bounded on the North and East by County Roads, on the South by lands of J. T. Murray, Le Grande Johnson, and M. E. Bingham, and on the West by Oregon Short Line Railroad.

In the event that Grantor shall at some future time desire to establish a lower elevation or elevations of said property at a level such that the location of said pipe lines will interfere with the operations of Grantor on said lands, Grantee shall on sixty (60) days' written notice locate said pipe lines on the same route, without cost to Grantor, so that the tops of the pipe lines are at least eighteen (18) inches beneath the surface of the ground as at that time established as the final elevation of the property. Grantor shall until such lowering is accomplished, without cost provide Grantee with a route for the temporary relocation of its lines.

The route selected by Grantee for the first pipe line laid hereunder shall be the center line of a strip of land Sixteen and one-half (16 1/2) 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 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.

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.

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 6 day of Sept, 1949

WITNESSES: [Signature] [Signature]

STATE OF Utah COUNTY OF Cache

On this 6 day of September, 1949, before me personally appeared Le Grand Johnson and Le Roy Johnson 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 purpose 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 1951 [Signature] Notary Public for Logan, Utah

Grantor, in conducting work upon said property for the purpose of establishing a lower elevation shall, before approaching nearer than fifty (50) feet to Grantee's Right of Way line, advise Grantee of said approach in writing in order that Grantee may take necessary steps for the protection of its facilities or the relocation or lowering of its lines. Grantor, in the performance of said work upon its property shall not be liable for any damage or injury to Grantee's facilities unless willfully or negligently caused. Nothing contained in this agreement shall prevent Grantor from establishing a greater or higher elevation on said property.

BOOK 320 PAGE 268

CONSENT

For and in consideration of the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), to the undersigned in hand paid, 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 therein. If the said interest of the undersigned consists of a lease, mortgage, or other lien, such lease, mortgage, or other lien and the rights of the undersigned thereunder are hereby subordinated to the right of way hereinabove granted.

WITNESSES:

DATE:

Return to  
SALT LAKE PUBLIC RECORDS  
P. O. BOX 303  
OGDEN, UTAH  
NO. SEP. 2-17

RIGHT OF WAY  
FROM

Le Grand and Le Ree Johnson

TO

SALT LAKE PIPE LINE COMPANY

DATED September 6, 1949

156651

\$ 3.40

STATE OF UTAH }  
COUNTY OF WEBER } ss  
FILED & RECORDED FOR  
Salt Lake Pipe Line Co  
SEP 10 10 29 AM '49

IN BOOK 320 OF Records  
PAGE 261  
DOROTHY B. CAMPBELL  
COUNTY CLERK

E. Charlotte Jacobs.

FOLIO

SEARCHED  
INDEXED  
SERIALIZED  
FILED

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_, 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 \_\_\_\_\_, County of \_\_\_\_\_, and the State of \_\_\_\_\_; that he was present and saw \_\_\_\_\_ of the above instrument as a party thereto, sign and deliver the same, and executed the same, and that he, the deponent, thereupon signed his name as a subscribing witness thereto at the request of the said \_\_\_\_\_; and he further deposes and says that he has read the contents of the above instrument and knows the contents thereof, and that he is a resident of the County of \_\_\_\_\_, State of \_\_\_\_\_, and is qualified to act as a witness thereto. My commission expires \_\_\_\_\_.

Notary Public

Residing at \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

