

No. 26009

RIGHT OF WAY

Line 545

FOR AND IN CONSIDERATION OF THE SUM OF Ninety-nine & No/100 Dollars, to the grantors paid, the receipt of which is hereby acknowledged, Queena W. Taggart Singleton, individually and as Guardian for Stanton W. Taggart, a minor child and Stephen E. Taggart, a minor child, and F. L. Singleton, her husband, and Howard W. Taggart and Margaret W. Taggart, his wife, and Dewey W. Taggart and Marjorie Taggart, 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, 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 constructed by said Grantee on, over and through the following described land of which grantors warrant they are the owners in fee simple, situated in Morgan County, State of Utah to-wit:

In Section 27-T⁴N-R³E, SLB & M., beginning at the Northeast corner of said Section 27 and running thence South 0° 02' East 345.0 feet to the Union Pacific Railroad line of the East Bound Main Line of said railroad to the Westerly boundary of said Section 27; thence North 0°02' West 3545.0 feet to the Northwest corner of said Section 27; thence along the North boundary of said Section 27 North 88° 26' East 5082.0 feet 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, 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 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 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-Nine & No/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 payment to the credit of said grantors or any one of them in the First National Bank of Morgan, 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, personal representatives, successors and

assigns of the parties hereto.

IN WITNESS WHEREOF, We have hereto set our hands and our seals this 1st day of August, 1952.

Signed, sealed and delivered in the presence of

L. C. James

L. C. James

Signed, sealed and delivered in the presence of

L. C. James

L. C. James

Queena W. Taggart Singleton (Seal)
Queena W. Taggart Singleton, individually and as guardian for Stanton W. Taggart, a minor child and Stephen E. Taggart, a minor child.

F. L. Singleton
F. L. Singleton

(Seal)

Howard W. Taggart
Howard W. Taggart

(Seal)

Margaret W. Taggart
Margaret W. Taggart

(Seal)

Dewey W. Taggart
Dewey W. Taggart

(Seal)

Marjorie E. Taggart
Marjorie E. Taggart

(Seal)

INDIVIDUAL

STATE OF UTAH)
COUNTY OF MORGAN : SS.

On this 1st day of August, 1952, before me personally appeared Queena W. Taggart Singleton, individually and as guardian for Stanton W. Taggart, a minor child and Stephen E. Taggart, a minor child to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Given under my hand and seal the day and year first above written.

(Notary Seal)

My commission expires March 12, 1954.

A. C. Welch
Notary Public

HUSBAND AND WIFE

STATE OF UTAH)
COUNTY OF MORGAN : SS.

On this 1st day of August, 1952, before me personally appeared F. L. Singleton and Queena W. Taggart Singleton, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiving of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and seal the day and year first above written.

(Notary Seal)

My commission expires March 12, 1954.

A. C. Welch
Notary Public

HUSBAND AND WIFE

STATE OF UTAH)
COUNTY OF MORGAN : SS.

On this 1st day of August, 1952, before me personally appeared Howard W. Taggart and Margaret W. Taggart, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiving of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and seal the day and year first above written.

(Notary Seal)

My commission expires March 12, 1954.

A. C. Welch
Notary Public

STATE OF UTAH)
COUNTY OF MORGAN)
SS.

HUSBAND AND WIFE

On this 1st day of August, 1952, before me personally appeared Dewey W. Taggart and Marjorie E. Taggart, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiving of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and seal the day and year first above written.

(Notary Seal)

My commission expires March 12, 1954.

Draft 0455
No Ten.

A. C. Welch
Notary Public

Filed for Record and recorded May 23, A.D., 1953, at 10:57 o'clock A.M.

Anna Sammons
County Recorder

00-

No. 26010

IN THE DISTRICT COURT OF MORGAN COUNTY, STATE OF UTAH,
PROBATE DIVISION

IN THE MATTER OF THE ESTATE
AND GUARDIANSHIP OF STANTON
W. TAGGART AND STEPHEN E.
TAGGART, Minors.

PROBATE NO. 320

:

ORDER CONFIRMING SALE OF RIGHT OF WAY.

The Petition of Pioneer Pipe Line Company, a Delaware corporation, an interested party in the confirmation of sale of right of way praying for an Order Confirming the Sale of Right of Way coming on regularly for hearing on the 23 day of May, 1953, on the verified Petition of Pioneer Pipe Line Company, and it appearing to the Court that Notice of the hearing of said matter has been given in the manner and for the time required by law, and it appearing from the verified petition that an Inventory and Appraisement was filed herein covering the right of way, the sale of which is the subject matter of this confirmation, which inventory and appraisement was made and filed within one year of the petition and this order, and it appearing that there has come into the hands of the Guardian of said estates a 1/18th interest in the real property across which said right of way runs, a 1942 Ford Tudor Sedan and interest in stock of goods and merchandise and equipment of a service station at Taggart's Camp in Weber Canyon, Morgan County, Utah, all of which have a value of less than \$1000.00 and the interest of each minor therein being approximately \$300.00, and it appearing that no claims have been presented, and it appearing that it is to the best interest of said estate to sell said right of way in order that the Guardian and minors may avoid the expense and inconvenience of a condemnation action, and it appearing that the appraised value of the property by the Inventory and Appraisement filed herein was \$99.00 and that the appraised value of each of the minor's interest was \$5.50, and it appearing that the sale price is more than 90% of the appraised value, and it appearing that said sale is fair and just and a higher price than the one obtained cannot be had for the said right of way, and no higher bids having been made, NOW, THEREFORE, it is ORDERED, ADJUDGED and DECREED, that the sale of the right of way to Pioneer Pipe Line Company over and across the following described property: