

475

Reference Project No. 1-15-7(4)309  
Parcel No. 15-7:140B:EQ

305393

RIGHT OF WAY AGREEMENT

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FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS (\$10.00) and other good and valuable consideration, to the Grantor paid, the receipt of which is hereby acknowledged, THE STATE ROAD COMMISSION OF UTAH hereinafter called Grantor, hereby grants 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 pipeline or pipelines 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 pipeline hereafter constructed by said Grantee on, over and through the following described land of which Grantor warrants it is the owner in fee simple, situated in Davis County, State of Utah to-wit:

Said land is situated in the W 1/4 of Section 11, T. 1 N., R. 1 W., S.L.B.&M. and is 40.0 feet wide, adjoining easterly the easterly right of way line of the Oregon Short Line - Union Pacific Railroad. Said railroad right of way line, which is the westerly boundary line of said land, is described as follows:

Beginning at the intersection of said railroad right of way line and the southerly right of way line of Cudahy Lane, which point is 1770.8 feet S. 89°53' W. along the north line of Section 11 and 24.75 feet south from the NE. corner of said Section 11, said point also being 50.0 feet distant easterly measured at right angles from the center line of the west bound main track of said railroad at Railroad Survey Station 1642+70.12;

thence S. 14°42'30" W. 204.68 feet along said easterly right of way line of the railroad to a point of tangency with a 5673.15 foot-radius curve to the left;

thence Southerly 1127.08 feet along the arc of said 5673.15 foot-radius curve to a point 50.0 feet distant easterly measured at right angles from the center line of the west bound main track opposite railroad Survey Station 1656+13.1;

thence S. 3°19'30" W. 2705.9 feet along said easterly right of way line of the railroad to a point 50.0 feet distant easterly measured at right angles from the center line of the west bound main track opposite railroad Survey Station 1683+19.

The above described parcel of land contains 3.71 acres.

The right of access and the right of ingress and egress to said 40.0 foot strip for any and all purposes necessary and incident to the exercise by said Grantee of the rights granted herein shall be over, across, and through said southerly right of way line of Cudahy Lane.

The said Grantor has the right to fully use and enjoy the said premises except as the same may be necessary for the purposes herein granted to said Grantee. Grantor agrees not to build, create or construct any obstruction, engineering works, or other structure over said pipeline or lines, nor permit same to be done by others, except through special permission by and agreement with said Grantee.

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Recorded at request of MAN A. LEWIS  
Date 9/28/82  
BY Janet Gardner  
Deputy Book 358  
Fee Paid \$ 3.00  
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MARGUERITE S. COURNE, State of Davis County

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Any pipeline or lines constructed by Grantee across said 40.0 foot strip shall be buried to such depth as will not interfere with normal surface use by said Grantor, its successors or assigns.

As a part of the consideration hereinabove set forth Grantor hereby grants unto said Grantee the right at any time or times to construct and operate an additional pipeline or pipelines alongside of said first pipeline on, over and through said 40.0 foot strip.

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.

This Right of Way Agreement may be assigned by Grantee, its successors and assigns, in whole or in part, vesting in any other person, firm or corporation, the ownership of one or more pipelines or an undivided interest therein and/or communication lines, with full rights of ingress and egress for the maintenance, repair, operation, replacement and removal thereof.

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, the said STATE ROAD COMMISSION OF UTAH has caused this instrument to be executed this 13<sup>th</sup> day of December, A.D. 1966, by its \_\_\_\_\_ Director of the Department of Highways.

STATE ROAD COMMISSION OF UTAH

By Henry C. Hilland  
Director of the Department of Highways

STATE OF UTAH )  
                  ) :ss. \_\_\_\_\_  
COUNTY OF SALT LAKE )

On the 13<sup>th</sup> day of December, A.D. 1966, personally appeared before me Henry C. Hilland, who by me duly sworn did say that he is the \_\_\_\_\_ Director of the Department of Highways, and he further acknowledged to me that said instrument was signed by him in behalf of said STATE ROAD COMMISSION OF UTAH by authority of a resolution of said STATE ROAD COMMISSION OF UTAH, duly passed on June 24, 1957.

My Commission Expires:  
July 1, 1969

Donald A. Fenley  
Notary Public

Prepared by Welch, 9-7-66