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L.L.#
Check #119

T-7537

RIGHT OF WAY AND EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that:

Vincent L. Jones and Margaret L. Jones

(hereinafter called "GRANTOR" whether one or more), in consideration of FIVE DOLLARS (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells and conveys to UTE PIPE LINE COMPANY, a Delaware corporation (hereinafter called "GRANTEE"), its successors and assigns, a right of way and easement to construct, lay, maintain, operate, inspect, alter, repair and remove pipe lines and to replace existing lines with other lines, for the transportation of oil and gas, and the products thereof, water, or any other fluids or substances, together with valves, fittings, meters, markers, tie overs, corrosion control equipment and other appurtenances upon, over, across and through the following described property in SAN JUAN COUNTY, STATE OF UTAH:

abstracted

The Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 14
and
the North Half (N $\frac{1}{2}$); the North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$); and
the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 22,
all of the above described land being in Township 35 South, Range 23 East,

APR 24 3 11 PM '12
RECORDED IN SAN JUAN COUNTY

together with the right of ingress and egress to and from the same, the right to enter upon the premises for the purpose of making surveys, or performing acts incident thereto, prior to, during and after construction of any pipe line, and the right to maintain the right of way strip covered by this easement clear of underbrush or trees.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as the same shall be used for the purposes aforesaid. Grantee shall pay any damages which may arise to growing crops, merchantable timber, fences and other improvements, and livestock of Grantor from the use of said premises for such purposes. Grantor shall not impound water and shall not construct buildings or improvements which would interfere with the rights hereby granted on the above described right of way strip (or within twenty-five [25] feet on either side of the center line of said pipe line where the description above is a description of Grantor's property without specification of the width and particular location of said right of way as it traverses said property). The location of the right of way, if not defined in the description above, shall become fixed when the first pipe line is laid. Any pipe line or lines constructed across lands under cultivation shall, at the time of construction thereof, be buried to such depth as will not interfere with such cultivation, but any pipe line may be suspended across irrigation ditches, canals, water ways, gullies or ravines, and where rock formations or large boulders are encountered either underground or projecting above the surface said pipe line may be buried at any depth or laid on top of such rock or at surface.

Should more than one pipe line be at any time laid under this grant ONE DOLLAR (\$ 1.00) per rod shall be paid for each additional line to be laid, in addition to payment for damage, if any, as above provided.

The rights of way, easements and privileges herein granted are divisible and each is assignable or transferable in whole or in part.



It is understood that the party securing this grant on behalf of Grantee is without authority to make any representation, stipulation, covenant or agreement not herein expressed.

IN WITNESS WHEREOF these presents are executed this 2nd day of MAY, 1962

Witness:

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.....

GRANTOR:

Vincent L. Jones
.....
Vincent L. Jones

Margaret L. Jones
.....
Margaret L. Jones

pipe line conveyance bk. 781 pg. 49-50 9-13-99

Certificate of Merg 076603 826/240 3-16-05

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STATE OF UTAH }
COUNTY OF San Juan } ss.



3rd day of May, A.D. 1962, personally appeared before me
Vincent L. Jones and Margaret L. Jones, husband and wife, the signers
of the above instrument, who duly acknowledged to me that they executed the same.

My commission expires:

Sept. 9, 1962

Frank Reed
Notary Public residing at:

Entry No. <u>T-7537</u> 137
Recorded <u>5-24-62</u> At <u>3:14</u> M. Book <u>343</u> Page <u>140</u>
FEE PAID
ARVILLA E. WARREN San Juan County Recorder
\$ <u>3.50</u> By <u>RP</u> Deputy