

Elsie Duerden.  
Helma G. Hammond

STATE OF UTAH |  
COUNTY OF DAVIS | SS:

On this 30th day of June, 1942, personally appeared before me Russell Duerden, Elsie B. Duerden, his wife, Earl F. Hanson, Helma G. Hammond, and W. R. Cronk, the signers of the within instrument, who duly acknowledged to me that they executed the same.

My commission expires

June 2, 1946



Thomas L. Fisher

NOTARY PUBLIC

Residing at Bountiful, Utah

Recorded July 3, 1942 at 11:00 A.M.

Abstracted 8/205

1-504

*Alice Hess*

County Recorder

No. 30649

PIPE LINE AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of May 1942, by and between OREGON SHORT LINE RAILROAD COMPANY, a corporation of the State of Utah, and its Lessee, UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah, (hereinafter collectively called "Railroad Company"), parties of the first part, and WASATCH OIL REFINING COMPANY, a corporation of the State of Utah, (hereinafter called "Licensee"), party of the Second Part, WITNESSETH:

WHEREAS, the Licensee desires to construct and thereafter maintain and operate 3 heavy oil pipe lines, enclosed in a concrete culvert, (hereinafter collectively called "pipe line") extending underground across the right of way and underneath the roadbed and tracks of the Railroad Company at Woods Cross, Davis County, Utah, in the location described as follows, to-wit:

Said pipe line to cross the center line of said tracks at right angles thereto at Engineer's Station 7 plus 62.4 of Track No. 2, which is 20.0 feet Northerly measured along said center line from its intersection with the South line of Section 24, Township 2 North, Range 1 West, Salt Lake Meridian, substantially in the location indicated by yellow lines on the attached print, dated May 13, 1942, marked Exhibit "A" and hereby made a part hereof.

IT IS THEREFORE AGREED, by and between the parties hereto as follows to-wit;

1. RAILROAD COMPANY GRANTS RIGHT TO LICENSEE:

The Railroad Company does hereby grant unto the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate the said pipe line in the location hereinbefore described, which grant is made expressly subject to the observance and performance by the Licensee of all and singular the conditions, covenants and agreements hereinafter contained to be by the Licensee kept, observed and performed; it being hereby stipulated that a waiver by the Railroad Company of any breach of any such conditions, covenants and agreements shall in no way impair the right of the Railroad Company to avail itself of any subsequent breach thereof.

2. SIZE AND KIND OF PIPE:

The said pipe line where it crosses underneath the said roadbed and track shall consist of one 5 inch, three 4 inch, three 3 inch and one 2 inch heavy oil

pipe lines, laid inside of a 3 inch by 60 inch by 20 feet 3 inch reinforced concrete box culvert, and the same shall be constructed and maintained at such an elevation that the top thereof shall not be less than 2.3 feet below the base of the rails of said tracks.

3. LICENSEE TO BEAR ENTIRE EXPENSE:

The Licensee shall bear the entire cost and expense in connection with the construction, maintenance, repair or renewal of said pipe line, including any and all expense which may be incurred by the Railroad Company in connection therewith for supervision, inspection, or otherwise; but all the work upon the same within the limits of the right of way of the Railroad Company shall be done under the direction of and according to the plans and specifications approved by the Railroad Company.

4. PERMIT SUBJECT TO NEEDS OF RAILROAD COMPANY:

The Railroad Company notwithstanding the aforesaid grant shall have the right to retain its existing tracks at and in the vicinity of said pipe line in their present locations, and nothing shall be done or suffered to be done by the Licensee at any time that shall in any manner impair the usefulness or safety of such tracks or of any other tracks that may hereafter be constructed within the limits of said right of way; and the Railroad Company reserves and shall have the right at any and all times to make such changes in said existing tracks and structures, or in the present standard thereof, and to construct, maintain and operate such additional tracks or structures where said pipe line is to be constructed, and across the same, as from time to time it may elect; and the Licensee shall bear the expense of moving, removing, or making such modifications in said pipe line as may be required by the Railroad Company in connection with such changes in said tracks structures, or in the present standard thereof, and such additional tracks or structures. The obligation of the Licensee in this agreement prescribed with reference to the maintenance, repair and renewal of said pipe line as originally constructed shall apply to said pipe line as relocated, changed or modified within the contemplation of this section.

5. PIPE LINE NOT TO INTERFERE WITH OPERATION OF RAILROAD:

The said pipe line and all parts thereof within and outside of the limits of the right of way and premises of the Railroad Company, shall be constructed and at all times maintained, repaired, renewed and operated by the Licensee in such a manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and premises of the Railroad Company, both as regards operation, maintenance, repairs or renewals, or possible new construction by the Railroad Company.

6. SALE OF RIGHT OF WAY

In the event the Railroad Company shall dispose of any portion of its property on which the pipe line is located as herein provided, the right or license herein granted with respect to such portion of the pipe line as may be located on the property of the Railroad Company so disposed of, shall forthwith cease and determine.

7. LIABILITY:

The Licensee shall indemnify and hold harmless the Railroad Company from and against any and all damages, claims, demands, actions, causes of action, costs

and expenses of whatsoever nature which may result from the death of or injury to any person whomsoever, or from the loss of or damage to property of any kind or nature, including damage to the roadbed, tracks, equipment or other property of the Railroad Company, when such death, injury, loss or damage is due to the existance of said pipe line or to the construction, maintenance, operation, repair or renewal, thereof, or to the contents therein or therefrom.

8. DISUSE OF PIPE LINE:

Disuse of said pipe line for the purpose for which it was originally constructed continuing at any time for a period of one year, shall constitute an abandonment thereof by the Licensee and of the grant herein made, and in case of such an abandonment or the breach by the Licensee of any of the conditions, agreements and covenants herein contained, the Railroad Company shall have the right to terminate this agreement at any time by giving thirty (30) days notice in writing to the Licensee of its intention to terminate the same, and at the expiration of said thirty (30) days notice the license herein granted shall terminate and be at an end, and the Licensee shall be without recourse or redress of any character against the Railroad Company by reason thereof.

9. REMOVAL OF PROPERTY OF LICENSEE:

Within fifteen (15) days after the termination of this agreement howsoever the Licensee shall remove all property of the Licensee herein provided for from that portion of the right of way of the Railroad Company not occupied by the said roadbed and tracks, and shall restore the same to its original condition to the satisfaction of the Railroad Company; and if the Licensee fails so to do the Railroad Company may do such work of removal and restoration at the cost and expense of the Licensee. The Railroad Company may at its option, upon such termination, at the entire cost and expense of the Licensee, remove that portion of said pipe line located underneath said roadbed and tracks and restore said roadbed to its original condition, or it may permit the Licensee to do such work of removal and restoration under the supervision of the Railroad Company; and in the event of the removal by the Railroad Company of the property of the Licensee as herein provided; and of the restoration of said roadbed and right of way to their former condition, the Railroad Company shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages or otherwise that the Railroad Company may have against the Licensee.

10. AGREEMENT NOT TO BE ASSIGNED:

/ The Licensee shall not assign this agreement or any of the rights hereunder without the consent, in writing, of the Railroad Company first had and obtained.

11. EFFECTIVE DATE:

/ This agreement shall be effective from and after the 9th day of May, 1942, and shall continue in full force and effect until terminated as provided, and all of the covenants, agreements and conditions herein contained on the part of the Licensee to be kept, observed and performed shall attach to and run with the system of which said pipe line is a part.

12. SUCCESSORS AND ASSIGNS:

This agreement shall be binding upon and inure to the benefit of the Railroad Company, its successors and assigns, the Licensee and the successors in interest of the Licensee.

13. RENTAL:

The Licensee shall pay as rental for the term hereof, the sum of Five Dollars (\$5.00) payable to the Union Pacific Railroad Company in advance.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the day and year first herein written.

Witness;

M. Leishman

OREGON SHORT LINE RAILROAD COMPANY  
UNION PACIFIC RAILROAD COMPANY,

By R. E. Titus  
General Manager

Witness

WASATCH OIL REFINING COMPANY

Attest:

---  
Chester G. Davis  
Secretary



By Wm. H. McIntyre Jr.  
Its President

APPROVED AS TO FORM:  
Geo. H. Smith  
EXECUTION Genl. Solicitor  
Geo. H. Smith

APPROVED

Geo. C. Fish  
Supt. Utah Divn.

STATE OF UTAH

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(GM-C)

County of Salt Lake

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ss.

On the 29th day of May 1942, before me, a notary public, personally appeared R. E. TITUS, to me personally known to be the General Manager of OREGON SHORT LINE RAILROAD COMPANY and UNION PACIFIC RAILROAD COMPANY, who being duly sworn did say that the foregoing instrument was signed, sealed and executed in behalf of said corporations, by authority duly conferred by their By-Laws, and acknowledged to me said instrument to be the free act and deed of said corporations.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.

My Commission Expires:

May 31, 1946



A. L. Manning

Notary Public

Residing at Salt Lake  
City, Utah

STATE OF UTAH,

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County of Salt Lake

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ss.

On the 12th day of June, 1942 before me a Notary Public, personally appeared C. G. Davis to me personally known to be the Secretary of the WASATCH OIL REFINING COMPANY, who being duly sworn did say that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed, sealed and executed in behalf of said corporation by authority duly conferred according to law, and acknowledged to me said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.

My Commission Expires:

July 14, 1945



Laura Stromberg

Notary Public

Residing at Salt Lake  
City, Utah

Recorded July 6, 1942 at 9:10 A.M.

Abstracted 2/236

Alvin Kess County Recorder

No. 30650

## NOTICE OF LIEN

TO WHOM IT MAY CONCERN:

Notice is hereby given that the undersigned, Joseph A. Anderson, residing at Salt Lake City, County of Salt Lake, State of Utah, hereby claims and intends to hold and claim a lien upon that certain land and premises owned and reputed to be owned by Muriel Farnum, which property is located in the County of Davis, State of Utah, and described as follows:

Commencing on the North side of a certain 3-rod Street, at a point 994.75 feet North and 2303.50 feet East from the Southwest Corner of Lot 2, Block "L", North Mill Creek Plat Survey, and running thence East along the North side of said street 85.0 feet; thence North 128.5 feet; thence West 85.0 feet; thence South 128.5 feet; to the point of commencement, containing 0.25 acres, more or less, to secure the payment of the sum of \$983.64 owing to the undersigned for labor performed and materials furnished by the undersigned as an original contractor in, on and about the dwelling house constructed on said land.

That the said indebtedness accrued by reason of the fact that on or about September 2, 1941, the undersigned was employed by the said Muriel Farnum under a contract, partly oral and partly in writing, by the terms of which the undersigned agreed to construct a dwelling house on said land pursuant to certain plans and specifications for the sum of \$3,250.00, which sum the said Muriel Farnum agreed to pay as follows: \$500.00 when the foundation and floor were completed; \$1,000.00 when the roof was put on the house, including the garage; \$375.00 when roughing in for electrical, plumbing and plastering was completed; \$375.00 at the time of completion; that during the course of construction of said dwelling house the undersigned at the special instance and request of the said Muriel Farnum furnished material in excess of the allowances provided therefor in said contract and also furnished material and performed labor in connection with the construction of said dwelling, which labor and material were in addition to and not included in said plans and specifications, and which labor and material were of a reasonable value of the sum of \$108.64; that the first labor was performed and material furnished by the undersigned for the construction of said dwelling house on September 5, 1941, and the last labor was performed and material furnished by the undersigned for the construction of said dwelling on May 5, 1942, and on or between said dates the undersigned performed labor and furnished material for the construction of said dwelling amounting to the sum of \$3,358.64, which was the reasonable value thereof, and on which payments totaling the sum of \$2,375.00 have been made, leaving a balance owing to the undersigned of \$983.64 after deducting all just credits and offsets, and for which demand the undersigned holds and claims a lien by virtue of the provisions of Chapter I of Title 52 of the Revised Statutes of Utah, 1933,

Jos Anderson