

#231 of Liens & Leases

The signature of Barbara B Anstee designated in the attached Real Estate Contract as the Seller, attested before me at Salt Lake City, Utah, this 3rd day of June, 1935.

B. F. Willis
Notary Public.

B. F. WILLIS
NOTARY PUBLIC
COMMISSION EXPIRES
AUG. 4, 1935

SALT LAKE CITY-STATE OF UTAH

Recorded at the request of Ivan E. Burgoyne, Dec. 9, 1939 at 12:48 P.M. in Book #271 of Liens & Leases, Pages 326-327. Recording fee paid \$3.30. (Signed) Cornelia S. Lund, Recorder, Salt Lake County, Utah, by F. E. Samway, Deputy. (Reference: C-24, 242, 21.) KC

#871734

IN THE DISTRICT COURT OF SALT LAKE COUNTY, STATE OF UTAH

THOMAS L. FISHER

Plaintiff, vs. LESLIE E. BYLUND,

DELILAH J. BYLUND, his wife, and

SOPHIA BYLUND,

Defendants.

Upon stipulation of the parties hereto,

IT IS ORDERED that the Writ of Attachment heretofore levied upon the following described property, to wit: All of Lot 2 and the South 11 feet of Lot 3, in Block 1, Westminster Heights, Plat B, being a subdivision of the South one-half of Block 10, Five-Acre Plat "C", Big Field Survey, situate in Salt Lake County, State of Utah,

Dated this 19th day of December, 1939.

ATTEST:

WILLIAM J. KORTH, CLERK

BY MERRILL BENNION, DEPUTY

SEAL ENDORSED NO. 57464

FILED IN THE CLERK'S OFFICE SA
MERRILL BENNION, DEPUTY CLERK.

STATE OF UTAH) ss.
COUNTY OF SALT LAKE)

I, William J. Korth, Clerk in and for the County of Salt Lake and Ex-Officio Clerk of the District Court of the Third Judicial District in and for Salt Lake County, State of Utah, do hereby certify that the foregoing is a full, true and correct copy of the original ORDER

Filed in the case of:

THOMAS L. FISHER, Plaintiff

vs.

LESLIE E. BYLUND, DELILAH J. BYLUND, his wife, and SOPHIA BYLUND Defendants.

Case No. 57464 as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 19th day of December

A. D. 1939 WILLIAM J. KORTH Clerk

By Alvin Keddington
Deputy Clerk

SEAL
DISTRICT COURT OF THE
THIRD JUDICIAL DISTRICT
SALT LAKE COUNTY
STATE OF UTAH

Recorded at the request of Sam Bernstein, Dec. 22, 1939, at 10:40 A.M. in Book #231 of L&L, page 327. Recording fee paid \$1.00. Signed Cornelia S. Lund, Recorder, Salt Lake County, Utah, by F. E. Samway, Deputy. (Reference: S-27, 305, 19.) BL.

0721284

RIGHT OF WAY CONTRACT

FOR AND IN CONSIDERATION OF THE SUM OF \$161.00, the receipt of which is hereby acknowledged, PORTLAND CEMENT COMPANY OF UTAH, a Corporation, hereafter called grantors, hereby grant unto UTAH OIL REFINING COMPANY, its successors and assigns, hereinafter called grantee, the right to lay, maintain, inspect, operate, replace, change or remove a pipe line for the transportation of oil, gas, gasoline or other petroleum products, ~~and also to excavate, construct, install, maintain, inspect, operate, replace, change or remove~~
~~any and all existing or future pipelines, tanks, valves, pipes, fittings, appurtenances, structures, equipment and materials~~
through the following described land of which grantors warrant they are the owners in fee simple, situated in Salt Lake County, State of Utah, to-wit:

All of Lot 1, Section 23, Township 1 North, Range 1 West, Salt Lake Base & Meridian, and lying West of the middle of the Denver & Rio Grande Railroad tracks as at present constructed.

Also, all the land lying West of the East side of a line of a ditch which ditch crosses the South line of Becks Hot Springs property in Section 14, Township 1 North, Range 1 West, Salt Lake Base & Meridian, and which said point on said South line is 32 rods North of the Section line between Sections 14 and 23, said Township and Range and 443 feet West of the middle of the Denver & Rio Grande Railroad tracks; the ditch then runs north-westerly to a point 10 feet directly West of steel tower #328; thence Northerly and West to two other steel towers #327 and #326; thence Northwesterly crossing the East and West center line of Section 14, 683 feet West of the middle of the Denver & Rio Grande Railroad tracks; thence Northerly to a point 683 feet West of the middle of the Denver & Rio Grande Railroad tracks 12.5 rods North of the intersection of said ditch with said center line of Section 14; and is intended to include all land lying between East side of said ditch and the Hot Springs Lake.

Also, Beginning at a point which bears West 183°.35 feet from the witness corner of the quarter Section corner on the South boundary of Section 14, Township 1 North, Range 1 West, Salt Lake Base & Meridian, and which also bears West 233 feet from the center of the main track of the Denver & Rio Grande Western Railroad; and running thence South 1°33' West parallel to said track 2641 feet, more or less, to the center line of Section 23; thence West along said center of Section 23, 1768.56 feet, more or less, to the East line of the Right of Way of the Salt Lake City Outfall Sewer Line; thence North 13°23'30" West along said East line of Right of Way 2444.2 feet, more or less, to a point where the said sewer right of way intersects the West boundary of Section 23; thence North along the West boundary of Section 23, 291.5 feet, more or less, to the Section corner common to Sections 14, 15, 22 and 23; thence North along the West boundary of Section 14, 2640 feet, more or less, to the quarter Section corner on the West boundary of said Section 14; thence East along the center line of said Section 14, 2079.3 feet, more or less, to a point which bears West 683 feet from the center of the main tract of the Denver & Rio Grande Western Railroad; thence South 1°17' East 1122.4 feet, to a point about 14 feet West of a tower for a high tension line of the Utah Power & Light Company; thence South 8°38' West 620 feet, to a point about 10 feet West of a tower of the Utah Power & Light Company; thence South 15° East 486 feet to a point 10 feet West from the West edge of the Beck Hot Springs Canal; thence South 42° East 396.3 feet, parallel to said canal, thence South 1°33' West 141 feet, to the place of beginning.

Section, Township, Range, together with the right of ingress and egress to and from said land for any and all purposes necessary and incident to the exercise by said grantee of the rights granted by this contract.

And for an additional consideration of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, said grantors hereby grant unto said grantee the right to lay, maintain, inspect, operate, replace, change or remove additional pipe lines and other petroleum products on over and through said land and grantee agrees to pay for each additional pipe line placed on said land by it the sum of \$1.00 per foot for the time grantee constructs such pipe line on over and through said land. Said payment may be made direct to grantor or deposited with the grantor's bank.

Grantors reserve the right to use said land for any and all purposes except the purpose hereby granted to said Grantee. Grantee agrees to pay any damages caused by grantee's operations hereunder, to said land, and to the improvements, crops, pasturage, fences and livestock of grantors on said land, on the basis of the status, condition, and use of said land and the improvements thereon, at the date of this contract. In the event the parties hereto cannot agree upon the amount of said damages, then the amount thereof shall be ascertained and determined by three disinterested persons selected as follows: One by said grantors, one by said grantee and the third by the two so selected, and the written award of any two of said three persons so selected shall be final and conclusive on the parties hereto. Any pipe line laid hereunder shall be buried so it will not interfere with cultivation of the surface of said premises.

It is agreed that the terms, conditions and provisions of this contract shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

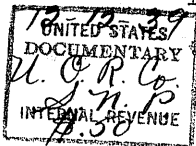
IN WITNESS WHEREOF, the grantors above named have hereunto set their hands and seals this 21st day of November, 1939.

Signed, sealed and delivered in the presence of:
Chas H. Sandy.

PORTLAND CEMENT COMPANY OF UTAH
INCORPORATED UNDER LAWS OF WYOMING
UTAH SEAL

PORTLAND CEMENT COMPANY OF UTAH,
Erastus P. Snow (Seal)
Vice-President
Attest: Herbert A. Snow (Seal)
Secretary

STATE OF UTAH)
COUNTY OF _____) SS.



(ACKNOWLEDGMENT)

On this 21st day of November, 1939, personally appeared before me, Erastus P. Snow and Herbert A. Snow, who being by me duly sworn did say that said Erastus P. Snow is the Vice President and said Herbert A. Snow is the Secretary of said Portland Cement Co. of Utah, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and said Erastus P. Snow and Herbert A. Snow acknowledged to me that said corporation executed the same.

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

My commission expires:
Mar. 19, 1940

VIVIAN SNOW
SEAL NOTARY PUBLIC
COMMISSION EXPIRES
MAR. 19, 1940
SALT LAKE CITY-STATE OF UTAH

Vivian Snow
Notary Public in and for the
State of Utah, residing at
Salt Lake City in said
State.

Recorded at the request of Utah Oil Refining Co. Dec. 22, 1939, at 10:51 A.M. in Book #231 of L & L. pages 327-28. Recording fee paid \$2.60. Signed Cornelia S. Lund, Recorder, Salt Lake County, Utah, by F. E. Samway, Deputy. (Reference: D-26, 15, 30-37, D-26, 44, 24-30, S-30, 203, 18-24.) BL.

#871741

RIGHT OF WAY CONTRACT

FOR AND IN CONSIDERATION OF THE SUM OF \$14.00, the receipt of which is hereby acknowledged, The Bamberger Company, a Corporation, hereinafter called grantors, hereby grant unto UTAH OIL REFINING COMPANY, its successors and assigns, hereinafter called grantee, the right to lay, maintain, inspect, operate, replace, change or remove a pipe line for the transportation of oil, gas, gasoline or other petroleum products, and also the right to erect, install, maintain, inspect, operate and remove telegraph and telephone lines and the equipment and apparatus therefor, if grantee desires to do so, to be used in connection with any such pipe line, on over and through the following described land of which grantors warrant they are the owners in fee simple, situated in Salt Lake County, State of Utah, to-wit: A pt. of the N. $\frac{1}{2}$ of Sec. 14, Twp. 1N, R. 1W, Salt Lake Meridian; Commencing at a point 1320 ft. W. and 1402.5 ft. S. of the quarter section post between Sections 14 & 11, Twp. 1 N. Range 1 W. and running thence South to the shore of Hot Spring Lake; Thence following the meanders of the shore of said lake southeasterly to a point on a line parallel with and 205.9 feet N. of the S. Line of the N. $\frac{1}{2}$ of Sec. 14; Thence E. 1365 feet, more or less to the W. side of the County Road, running between Salt Lake City and Ogden; thence N. 8 deg. 51' east along the W. side of said County Road 367.5 ft. thence N. 4 deg. 34' east 674 ft along the west side said road to a pt. 2160.5 ft. more or less east of the place of beginning; thence W. 2160 ft more or less to place of beginning.

together with the right of ingress and egress to and from said land for any and all purposes necessary and incident to the exercise by said grantee of the rights granted by this contract.

~~And for an additional consideration of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, said grantors hereby grant unto said grantee the right to lay, maintain, inspect, operate, replace, change or remove additional pipe lines and other petroleum products on over and through said land and grantee agrees to pay for each additional pipe line placed on said land by it the sum of \$1.00 per foot for the time grantee constructs such pipe line on over and through said land. Said payment may be made direct to grantor or deposited with the grantor's bank.~~

Grantors reserve the right to use said land for any and all purposes except the purpose hereby granted to said Grantee. Grantee agrees to pay damages caused by grantee's operations hereunder, to said land, and to the improvements, crops, pasturage, fences and livestock of grantors on said land, on the basis of the status, conditions, and use of said land and the improvements thereon, at the date of this contract. In the event the parties hereto cannot agree upon the amount of said damages, then the amount thereof shall be ascertained and determined by three disinterested persons selected as follows: One by said grantors, one by said grantee and the third by the two so selected, and the written award of any two of said three persons so selected shall be final and conclusive on the parties hereto. Any pipe line laid hereunder shall be buried so it will not interfere with cultivation of the surface of said premises.

It is agreed that the terms, conditions and provisions of this contract shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the grantors above named have hereunto set their hands and seals this 30th day of September, 1939.

Signed, sealed and delivered in the presence of:
Chas H. Sandy

BAMBERGER COMPANY
CORPORATE SEAL SEAL
UTAH

THE BAMBERGER COMPANY
Clarence Bamberger (Seal) Pres.
Herbert Cohen (Seal) Sec'y.

STATE OF UTAH)
COUNTY OF _____) SS.

On this 30th day of September, 1939, personally appeared before me, Clarence Bamberger and Herbert Cohen, who

Lu Casign 71510391