

FOR AND IN CONSIDERATION of the sum of One Hundred Fifty-Two Dollars (\$152.00), the receipt of which is hereby acknowledged, the MORTON SALT COMPANY, a corporation organized under the laws of Illinois and duly licensed to transact business under the laws of Utah, hereinafter called grantor, hereby grants unto the 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 on, over and through the following described lands situated in Davis County, State of Utah, to-wit:

Lots three (3), four (4) and five (5) and the West half (W $\frac{1}{2}$) of the Southeast quarter (SE $\frac{1}{4}$) of Section one (1), Township two (2) North, Range one (1) West, together with the right of ingress and egress to and from said lands for any and all purposes necessary and incident to the exercise by said grantee of the rights granted by this contract; providing, however, that the rights hereby granted shall not interfere in any manner with any existing rights of way or easements in or over the lands hereinbefore described; and providing, further, that any pipe line laid hereunder shall be buried so it will not interfere with cultivation or other use of the surface of said lands.

Grantor reserves the right to use said lands for any and all purposes which shall not interfere with the rights hereby granted to said grantee. Grantee agrees to pay all damages caused by the construction, maintenance, inspection, operation, replacement, change or removal of such pipe line and all future damages caused thereby at the time such damages are caused; and that any damage or injury to persons now or hereafter in the employ of the grantor, its successors or assigns, or to tenants, or to any animals, or things now or hereafter belonging to the grantor, or its successors, assigns or tenants, caused by the construction, operation, inspection, maintenance, replacement, change or removal of such pipe line, or by the employees of the grantee, its successors or assigns, shall be promptly compensated for and paid by the grantee, its successors and assigns, and that the grantee, its successors and assigns shall indemnify and hold harmless the grantor and its successors and assigns from any and all claims of third persons for injury or damage to persons, property or things, arising out of the construction, operation, inspection, maintenance, replacement, change or removal of such pipe line over or upon the above described property, or any acts or omissions of the employees of the grantee, its successors or assigns in connection therewith; and this covenant shall run with and be appurtenant to the land herein described.

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 grantor above named has executed this contract under its seal this 18th day of August, 1939.

Signed, sealed and delivered
in the presence of:

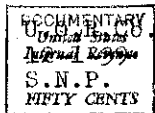
Preston McGvain
Jas. B. Gavan



MORTON SALT COMPANY

By: J A Clements
Vice-President
ATTEST:

Robert K Warren
Assistant-Secretary



Book M L & L page 354

Recorded in Book 138 Page 358 Original Book 114 Page 374

Before me, H B Shewell, a Notary Public in and for said County and State, on this 18th day of August, 1939, personally appeared J. A. CLEMENTS and ROBERT K. WARREN to me known to be the identical persons who executed the within and foregoing instrument as Vice-President and Assistant Secretary, respectively, of the Morton Salt Company, a corporation, and acknowledged to me that they executed the same as such Vice-President and Assistant-Secretary, by authority of its Board of Directors, and as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

MY COMMISSION EXPIRES

DECEMBER 1, 1940



H B Shewell

Notary Public

Cook Co., ILL.

Abstracted 2/223

Recorded December 11th, 1939 at 10:25 A.M.

M. Hess County Recorder

No. 72754

RIGHT OF WAY CONTRACT

FOR AND IN CONSIDERATION OF THE SUM OF \$10.00, the receipt of which is hereby acknowledged, Thornley Land and Livestock Company 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 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 Davis County, State of Utah, to-wit:

Beg 20 chs E; 29.96 chs S fr the NW Cor of Sec 11, Tp 4 N, Range 1 W; th S 4.15 chs; S 69°45' W 1.48 chs; S 84°56' W 1.69 chs; N 80°42' W 1.29 chs; S 86°18' W .81 chs; W 1.54 chs; S 78°10' W .59 chs; S 42°26' W 1.22 chs; S 80°40' W 2.22 chs; N 2° E 6.95 chs; S 64°20' E 2.23 chs; N 88°30' E 3 chs; S 89°40' E 5.40 chs to beg. Cont. 5.38 acres. 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 at any time to lay, maintain, operate, inspect, replace, change or remove an additional pipe line or pipe lines alongside of said first pipe line for the transportation of oil, gas, gasoline or other petroleum products on, over and through said land, and grantee agrees to pay grantors for each additional pipe line placed on said land by it the sum of Ten & no/100 Dollars on or before the time grantee commences to construct such pipe line on, over and through said land. Said payment may be made direct to grantor or deposited to credit of the grantors in the First National Bank of Layton, Utah.

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

Assigned in Book 114 Page 394
Assigned in Book 138 Page 358