

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 29th day of July, 1939.

Signed, sealed and delivered

David E Howard (Seal)

in the presence of:

Lillian G. Hatch Howard.(Seal)

Chas H Sandy.

(ACKNOWLEDGMENT)

STATE OF Utah }
 } ss.
Davis County, }

Before me, A Notary Public in and for said County and State, on this 29th day of July, 1939, personally appeared David E Howard and Lillian G. Howard, his wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My Commission expires:

Feb 12 1940



Frank Croft

Notary Public.

Farmington-State of Utah

Recorded December 11th, 1939 at 10:48 A. M.

Abstracted 2/114.

Alice Hess County Recorder

No. 72777

RIGHT OF WAY CONTRACT

FOR AND IN CONSIDERATION OF THE SUM OF \$6.00, the receipt of which is hereby acknowledged, Amasa R. Howard and Robenia E. Howard, his wife 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, 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 1839.4 ft S 468.6 ft W fr the NE Cor th N 10° 1' E 385.6 ft; N 89° 32' W 2234.4 ft; N 20' E 186 ft; N 89° 42' W 441.1ft; S 5° 16' E 389.4 ft; S 89° 31' E 2589.4 ft; S 10° 1' W 178 ft; S 89° 31' E 16.8 ft to beg in Sec 35. Twp 2 N. R 1 W. 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.

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

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 Six & 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 Farmers State Bank of Woods Cross, 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 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 29th day of July, 1939.

Signed, sealed and delivered

in the presence of:

Chas H Sandy

Amasa R. Howard (Seal)

Robenia E. Howard (Seal)

(ACKNOWLEDGMENT)

STATE OF Utah }
:ss.
Davis County, }

Before me, A Notary Public in and for said County and State, on this 29th day of July, 1939, personally appeared Amasa R. Howard and Robenia E. Howard, his wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My Commission expires:

Feb 12. 1940



Frank Croft

Notary Public.

Farmington-State of Utah

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Alice Hess County Recorder