

No. 72926

RIGHT OF WAY CONTRACT

FOR AND IN CONSIDERATION OF THE SUM OF \$89.00, the receipt of which is hereby acknowledged, Salt Lake Union Stock Yards, a Corporation, of Davis County, State of Utah 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:

Tract 1- Beginning 5.70 chs. N. from the SW cor. of Sec.2, Twp. 1N, Range 1W; Th E 50 chs; N 8 deg. 57' E. 30.60 chs; W 15.31 chs; N. 4 chs; W 40 chs; S.4 chs; E 2.65 chs; S. 1.56 chs; W.2.65 chs; S 28.74 chs; to beginning.

Tract 2- Beg. 4.16 chs W. 15.16 chs. S. from the NE Cor. Sec. 35, Twp. 2N, R. 1W Th. S.6.95 chs; W.35.98 chs; N. 2.84 chs; E 11.66 chs; N 5 deg. 30' W. 4.05 chs; E 24.53 chs; to beginning.

Tract 3: Beg. 76.4 rods N. 15.7 rods E. from SW cor. of SE $\frac{1}{4}$ of Sec. 26-Twp., 2N., R 1W; E. 15.7 rods; S 5 deg. 45' E 44.3 rods; South 88 degrees 15' W. 17.8 rods; N 44.3 rods to 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.

Grantors reserve the right to use said land for any and all purposes except the purposes 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 bases of the status, condition, and use of said land and the improvements thereon, at the date of said damage. 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.

Said pipe line shall not be in excess of 10 inches in diameter, and shall be buried at all places a minimum of at least two feet. Said pipe line and the easement therefor shall extend in a comparatively straight line on a course North 3 degrees east, and South 3 degrees West from approximately the center of Sec.2, Twp. 1 N, Range 1 W., Salt Lake Base and Meridian. The grantee agrees to duly record a map showing the exact location of said pipe line as installed and to furnish to the grantor a copy of such map. If said pipe line interferes with the future contemplated permanent improvements by grantors, or its successors, the grantee, at its expense agrees to relocate said line on land furnished by the grantor in a substitute location.

IN WITNESS WHEREOF, the grantors above names have hereunto set their hands and seals this 15 day of August, 1939.

Attest

D J Lindsay
Secretary

Chas H Sandy



Salt Lake Union Stock Yards,
a Corporation,

L E Ellison (Seal)
President (Seal)

(ACKNOWLEDGMENT)

State of Utah |
County of Davis | SS

On this 15 day of August 1939, before me appeared L. E. Ellison, President, to me personally known, who, being duly sworn, did say that he is the President of Salt Lake Union Stock Yards, a Corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors, and said L. E. Ellison acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof I have hereunto set my hand and affixed my notorial seal the day and year in this certificate written.

My commission Expires

Mar 27--1940



Merril Parkin

Notary Public.

Woods Cross-State of Utah

Recorded December 22nd, 1939 at 9:30 A. M.

Abstracted 2/114-18

1/45

Alicia Hess County Recorder

No. 72927

RIGHT OF WAY CONTRACT

FOR AND IN CONSIDERATION OF THE SUM OF \$12.50, the receipt of which is hereby acknowledged, Katie M. King--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 of 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:

A part of the S $\frac{1}{2}$, as shown by plat attached hereto and made a part hereof Section 26, Township 4N, Range 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.

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 Twelve and 50/100 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 ----- Bank of -----.

Grantors reserve the right to use said land for any and all purposes except the purposes 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 ascer-

AVERT'S PATENT