

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 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 chains N. from the SW cor. of Section 2, Twp. 1 North, Range 1 West; thence E. 50 chains; N. $8^{\circ}57'$ E 30.60 chains; W. 15.1 chains; N. 4 chains; W. 40 chains; S. 4. chains; E 2.65 chains; S. 1.56 chains; W 2.65 chains; S. 28.74 chains to beginning.

Tract 2 - beginning 4.16 chains W. 15.16 chains S. from the NE cor. sec, 35, Twp. 2 N. Range 1 W. Thence S. 6.95 chains; W 35.98 chains; N 2.84 chains E 11.66 chains; N $5^{\circ}30'$ W 4.05 chains; E. 24.53 chains to beginning;

Tract 3 - Beginning 76.4 rods N. 15.7 rods E. from SW cor. of SE $\frac{1}{4}$ of Sec. 26. Twp. 2 N. Range 1 W; E 15.7 rods; S. $5^{\circ}45'$ E 44.3 rods; South $88^{\circ} 15'$ 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 purpose hereby granted to said grantee. Grantee agrees to pay any damages caused by grantee's operation 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.

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 named have hereunto set their hands

see on record in BK 898, P. 171
Assigned in Book 138 Page 358
Assigned in Book 114 Page 394