

8-18-1945

O-L: L/512

NO. 90048

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°57'E 30.60 chains; W. 15.31 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°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. 2N. Range 1 W; E 15.7 rods; S. 5°45' E 44.3 rods; South 88° 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

*As To Release in Bk 848, p. 171
Assigned in Book 138 Page 358
Assigned in Book 114 Page 394*

and seals this 23 day of June, 1945

Signed, sealed and delivered in the presence of:

Salt Lake Union Stock Yards, a Corporation.

ATTEST Elaine W. Mitchell Secretary



L. E. Ellison (Seal) President (Seal)

Witness: Mary C. Hiel

(ACKNOWLEDGMENT)

STATE OF UTAH |
COUNTY OF DAVIS | SS.

On this 23 day of June, 1945, 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 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 notarial seal the day and year in this certificate written.

My commission expires 3-25-48



Merrill Parkin Notary Public

Residing in Woods Cross, State of Utah

Recorded August 13, 1945 at 11:10 A.M.

Abstracted 26-2N-100
35-2N-100
2-1N-100

Advis Hess County Recorder

NO. 90049 (TAXPAYER) BONNEVILLE IRRIGATION DISTRICT NO. 318
TREASURER'S RECEIPT

TREASURER'S OFFICE DAVIS COUNTY, UTAH

FARMINGTON, UTAH, AUGUST 14, 1945

RECEIVED OF Ella Box Lee and her Grantees landowners within the Bonneville Irrigation District Three thousand Nine hundred four and 26/100 Dollars as follows:

a) Parts of bonds, Nos. #533-444-445 of the Bonneville Irrigation District, together with 52 interest coupons attached thereto in the sum of \$30.00 each, all of the First issue of \$600,000.00 issued on the 1st day of December, 1920, and due on the following dates Dec. 1st 1939, Dec 1st, 1937 the sum of \$1000.00 each, upon which the sum of \$ none has been paid; Total Value \$3231.17

b) Part of bonds, Nos. 97 of the Bonneville Irrigation District, together with 20 interest coupons attached thereto in the sum of \$30.00 each, all of the Second issue of \$125,000.00, issued on the 1st day of December, 1921, and due on the following dates: Dec 1st, 1939 in the sum of \$1000.00 each, upon which the sum of \$ none has been paid: total Value \$673.09

Total \$ 3904.26

The above landowners are also entitled to a credit in the sum of \$ none for Bonneville Irrigation District taxes heretofore levied to create a sinking fund to retire the bonds of the Bonneville Irrigation District and heretofore paid by said landowners.