

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 20th day of September, 1939.

Signed, sealed and delivered

Ruby A. Olsen.

in the presence of:

J. W. Olsen (Seal)

W. J. Burton

David Levene (Seal)

Walter B Burton

Ethel Levene

(ACKNOWLEDGMENT)

STATE OF Utah }
 } ss.
Davis County, }

Before me, Walter B. Burton, Notary Public in and for said County and State, on this 20th day of September, 1939, personally appeared Ruby A. Olsen, J. W. Olsen and David Levene, and Ethel Levene, 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:

Walter B Burton

Oct. 12, 1940.



Notary Public.

My Residence is in Salt Lake City, Utah

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

Abstracted 2/14/

Alicia Hess County Recorder

M-L-L/335
12/11/1939

No. 72739

RIGHT OF WAY CONTRACT

FOR AND IN CONSIDERATION OF THE SUM OF \$36.00, the receipt of which is hereby acknowledged, Ernest Parrish and Roseltha Parrish- 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 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 at a point S 10' W 800.5 ft and S 34°40' E 1409 ft fr the NW Cor of the SW 1/4 of Sec. 24, Tp. 3 N, Range 1 W; Th up Cen. of Creek NE 266 ft from E line of R.G.W.Ry R/W; Th S 89°40' E 1792 ft; Th N 152.5 ft; Th N 89°40' W 1604.5 ft to Cen of said Creek; Th S 40°30' W along Cen of said Creek 184 ft to Beg. Con. 5.27 acres.

Beg about 4.50 chs N from the SE cor of the SW 1/4 of Sec 24, Tp. 3 N, Range 1 W; N 665.5 ft; N 89°40' W 1792 ft; S 40°30' W 116 ft; SW'ly 150 ft; S 34°40' E 535 ft; S 89°40' E 1543 ft to beg cont. 26.58 acres.

Com at a point 1197 feet S and 1262 feet S 89°50' W from center of Section 24, Tp. 3 N, Range 1 W; th N 89°50' E 1273 1/2 feet; th. S 405 feet; th N 89°40' W 1604.5 feet; thence N 40°30' E 509.5 feet to beg. containing 13.485 acres.

Beg S 10' W 800.5 ft and S 34°40' E 575 ft fr the W 1/4 Cor of Sec 24, Tp. 3 N, Range 1 W; th E 1008 ft; S 40°30' W 734 ft; th S 24° W 140 ft to E side of D. & R.G. R/W; th N 34°40'

Assigned in Book 114 Page 384
Nov. 22. 1939 Book 114 P. 384

W along R/W 834 ft to beg. cont. 7.50 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) Dollars, 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 along side 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 Thirty-six and No/100 Dollars--- 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 Davis County Bank of Farmington, 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 31st day of July-, 1939.

Signed sealed and delivered

Ernest Parrish (Seal)

in the presence of:

Roseltha Parrish (Seal)

Chas H Sandy.

(ACKNOWLEDGMENT)

STATE OF Utah }
 : ss.
Davis County, }

Before me, A Notary Public in and for said County State, on this 31st day of July, 1939, personally appeared Ernest Parrish and Roseltha Parrish, 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.

Framington- State of Utah

Abstracted 3/91-81

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

Alci Hess County Recorder