

grantors in the Walker Brothers Bank of Salt Lake City, 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 6th day of October, 1939.

Signed, sealed and delivered

Tony Gonnuscio (Seal)

in the presence of:

Eva Gonnuscio (Seal)

W. J. Burton

Walter B Burton

(ACKNOWLEDGMENT)

STATE OF Utah)
) ss.
Salt Lake County,)

Before me, Walter B. Burton, Notary Public in and for said County and State, on this 6th day of October, 1939, personally appeared Tony Gonnuscio and Eva Gonnuscio, 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:

Oct. 12, 1940



Walter B Burton

Notary Public.

My residence is in Salt Lake City, Ut

Recorded December 11th, 1939 at 10:17 A. M.

Abstracted 2/14/41-171

M-1-2 / 344

Alice Hess County Recorder

No. 72746

RIGHT OF WAY CONTRACT

FOR AND IN CONSIDERATION OF THE SUM OF \$99.00, the receipt of which is hereby acknowledged, Utah Assets Corp. (owner of record) and Allen E. Whitaker and Eva B. Whitaker, his wife (contract purchasers) 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:

Assigned in Book 114 Page 394

See 20 Dec. in 1st page 350
See Notes in 1st page 76-84.

Beg 7.75 rds N from SE cor of NW $\frac{1}{4}$ of Sec 25, Tp. 3 N, Range 1 W; thence N 134.25 rds; W 37.56 rds; N 1 rd; W 2.94 rds; N .75 rds; W 47.5 rds; S 27.75 rds; W 73.74 rds; S 28.20 rds; E 1.24 rds; N .45 rds; E 72.5 rds; S 1.25 rds E 8.00 rds; S 25.75 rds; E 16 rds; S 20.5 rds; W 1.5 rds; S 33 rds; E 65.6 rds to beg. cont 75.395 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) 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 Ninety-nine 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 grantors or deposited to credit of the grantors in the Zion's Savings Bank & Trust Bank of Salt Lake City, Utah.

Grantors reserve the right to use said land for any and all purpose hereby granted to 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



UTAH ASSET CORPORATION
Wm T Patrick Secy.
Allen E. Whitaker (Seal)
Eva B. Whitaker (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, 1930, personally appeared Wm T. Patrick sec'y Utah Asset Corporation, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission expires:
Feb 12, 1940

SEAL

Frank Croft
Notary Public
Farmington, State of Utah

(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,

Assigned in Book 138 Page 358

1939, personally appeared Allen E Whitaker and Eva B. Whitaker, his wife, to me known to be the identical persons who executed the within and foregoing instrument, in my presence and in the presence of Chas H Sandy and --1, as witnesses, 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

SEAL

Frank Croft
Notary Public
Farmington-State of Utah
Abstracted 2/8'

Recorded December 11th, 1939 at 10:18 A. M.

County Recorder

No. 72747

RIGHT OF WAY CONTRACT

FOR AND IN CONSIDERATION OF THE SUM OF \$7.50, the receipt of which is hereby acknowledged, George Hess and Lucy S. Hess, 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 at a pt 45 lks E and 2.80 chs N fr SW cor of NW $\frac{1}{4}$ of Sec 13, Tp. 3 N, Range 1 W; Th E 20 chs; Th N 5.00 chs; Th W 20 chs; Th S 5.00 chs to beg. containing 10.00 acres.

Also Beg. at a pt 45 lks E fr the NW Cor of the SW $\frac{1}{4}$ of Sec 13, Tp. 3 N, Range 1 W; running Th S 2.20 chs; Th E 20 chs; Th N 5 chs; Th W 20 chs; Th S 2.80 chs to beg. containing 10.00 acres. together with the right of ingress and egress to and from said land for any and all puposes 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 Seven 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 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 1st day of August, 1939.

Signed, sealed and delivered

George Hess (Seal)

in the presence of:

Lucy S. Hess (Seal)

Chas H Sandy

Assigned in Book 114 Page 374
Assigned in Book 138 Page 358