

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 9th day of September, 1939.

Signed, sealed and delivered

Archie T. Hill (Seal)

in the presence of:

Lizzie H Hill (Seal)

W J Burton

Walter B Burton

(ACKNOWLEDGMENT)

STATE OF Utah }  
                  } ss.  
Davis County, }

Before me, Walter B. Burton, NOTARY PUBLIC in and for said County and State, on this 9th day of September, 1939, personally appeared Archie T. Hill and Lizzie H. Hill, 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 10:20 A. M.

Abstracted 4/2

M-L: L/344

*Alice Hess* County Recorder

No. 72749

RIGHT OF WAY CONTRACT

FOR AND IN CONSIDERATION OF THE SUM OF \$27.50, the receipt of which is hereby acknowledged, Edmond Whitaker and Elizabeth Whitaker, 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 6.2 rds S 18.2 rds E fr NW Cor of SW $\frac{1}{4}$ , Sec 24, Tp. 3 N, Range 1 W; th S 52.5 rds; E 20 rds; N 56.4 rds; S 79° W 20.05 rds to beg. cont. 6.80 acres.

Also beg 800.5 ft S 10' W and 197 ft S 24°40' E fr NW Cor of SW $\frac{1}{4}$  Sec 24, Tp. 3 N, Range 1 W; th S 89°40' E 529 ft; N 35' E 576 ft; N 88°35' E 1425 ft; S 40° W 1047.5 ft; W 1008 ft; N 34°40' W 378 ft to beg. cont. 24.288 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

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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 Twenty-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 grantors in the Bountiful State Bank of Bountiful, 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 28th day of July, 1939.

Signed, sealed and delivered  
in the presence of:  
Chas H Sandy

Edmond Whitaker (Seal)  
Elizabeth Whitaker (Seal)

(ACKNOWLEDGMENT)

STATE OF Utah }  
                  : ss.  
Davis County, }

Before me, A Notary Public in and for said County and State, on this 28th day of July, 1939, personally appeared Edmond Whitaker and Elizabeth Whitaker, 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 3/9/1

Recorded December 11th, 1939 at 10:21 A. M.

Alice Hess County Recorder

No. 72750

RIGHT OF WAY CONTRACT

FOR AND IN CONSIDERATION OF THE SUM OF \$25.00, the receipt of which is hereby acknowledged, Joseph Openshaw and Elizabeth Openshaw, his wife. Openshaw Farm Corporation, by R.G.Openshaw, President and Gladys McFarland, Secy-Treas 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

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