

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 11th day of August, 1939.

Signed, sealed and delivered

Geo. W France (Seal)

in the presence of:

(Seal)

Chas H Sandy

(ACKNOWLEDGMENT)

STATE OF Utah }
 } SS.
Davis- County, }

Before me, A. Notary Public in and for said County and State, on this 11th day of August, 1939, personally appeared Geo. W. France and-- , 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



Frank Croft

Notary Public.

Farmington-State of Utah

Abstracted 3/41

Recorded December 11th, 1939 at 10:56 A. M.

Alvin Hess County Recorder

M 414/393

No. 72785

RIGHT OF WAY CONTRACT

FOR AND IN CONSIDERATION OF THE SUM OF \$49.00, the receipt of which is hereby acknowledged, Frank Croft and Geneva J. Croft, 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, to be used in connection with any such pipe line, 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 18.10 chs S of the NE Cor of the SW 1/4 of Sec 25, Tp 3 N, R 1 W, run th S 21.9 chains to S line of Sec; th W 11 rds more or less to the E line of D. & R.G. Ry; th NW 1/4 along said line of Ry 87 chs more or less to a pt due W of the Beg; Th E 26 rds more or less to the beg. cont. 12.50 acre, more or less together with the right of ingress and egress to and from said land for any and all purposes necessary and incident to the exercise

*Assigned in Book 114 Page 394
Assigned in Book 138 Page 358*

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 Forty nine and no/100--- Dollars on or before the time grantee commences to construct such pipe line on, over 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 28th day of July, 1939.

Signed, sealed and delivered
in the presence of:

Zada Waite
Chas H Sandy

Frank Croft (Seal)
Geneva J. Croft (Seal)

(ACKNOWLEDGMENT)

STATE OF Utah |
 | ss.
Davis County, |

Before me, Zada Waite, a Notary Public in and for said County and State, on this 28th day of July, 1939, personally appeared Frank Croft and Geneva J. Croft, 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:
April 9th, 1943



Zada Waite
Notary Public.
Residence: Bountiful, Utah
Abstracted 3/81

Recorded December 11th, 1939 at 10:57 A. M.

Alvin Hess County Recorder