

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 August, 1939.

Signed, sealed and delivered in the presence of:

W. J. Burton

Job Adams (Seal)

Walter B. Burton

Amanda Adams (Seal)

(ACKNOWLEDGMENT)

STATE OF Utah)
: ss.
Morgan County,)

Before me, Walter B. Burton, NOTARY PUBLIC in and for said County and State, on this 29th day of August, 1939, personally appeared Job Adams and Amanda Adams, 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

Notarial Seal Affixed.

My Residence is in Salt Lake City.

Filed for record and recorded November 20 A. D., 1939, at 9:53 o'clock A. M.

Anna Demmers
County Recorder

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No. 19160

RIGHT OF WAY CONTRACT

FOR AND IN CONSIDERATION OF THE SUM OF \$ 2.50, the receipt of which is hereby acknowledged, Clara Whitear 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 also the right to erect, install, maintain, inspect, operate and remove telegraph and telephone lines and the equipment and apparatus therefor, if grantee desires to do so, 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 Morgan County, State of Utah, to-wit:

In Sec. 6, Township 4 North, Range 2 East
Beg. 9.60 chains North of the SW corner of the NW¹/₄ of said Sec. 6; thence
North 68° East 3.75 chains; thence follow brow of bench mean course South 45° East
16.50 chains; thence East 10 chains; thence North 17.80 chains; thence North 86° West
11.15 chains; thence North 16° 30' West 2.07 chains; thence North 52° West 3 chains;
thence North 82° West 1.91 chains; thence Northwesterly 7 chains; thence follow
slough North 46° West 6.50 chains; thence South 63° West 7.40 chains to
Section line; thence South on said line 25 chains to beg. Containing 62.47 acres. LESS
11.95 acres sold to Irvin Carrigan. Leaving 50.52 acres.
Book "N" page 149.

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 Two & 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 First National Bank of Morgan, 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. Grantee agrees to install telephone and telegraph poles, if any, along fence lines or property lines.

IN WITNESS WHEREOF, the grantors above named have hereunto set their hands and seals this 30th day of August, 1939.

Signed, sealed and delivered in the presence of:

W. J. Burton

Clara Whitear (Seal)

Walter B. Burton

(ACKNOWLEDGMENT)

STATE OF Utah)
 : ss.
Morgan County,)

Before me, Walter B. Burton, Notary Public in and for said County and State, on this 30th day of August, 1939, personally appeared Clara Whitear and -----, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission expires:

Walter B. Burton Notary public.

Oct. 12, 1940

My residence is in Salt Lake City, Ut.

Notarial Seal Affixed.

Filed for record and recorded November 20, A. D., 1939 at 9:54 o'clock A. M.

Anna Sommers
County Recorder