

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 September, 1939

Signed, sealed and delivered in the presence of:

Chas. H. Sandy

James W. Carrigan (Seal)

Rachel F. Carrigan (Seal)

United States Revenue Stamps in the amount of 50¢ affixed and cancelled.

(ACKNOWLEDGMENT)

STATE OF Utah ( : ss. Morgan, County )

Before me, A Notary Public in and for said County and State, on this 11th day of September, 1939, personally appeared James W. Carrigan and Rachel F. Carrigan, 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:

Frank Croft

Feb. 12, 1940

Notary Public.

Notarial Seal Affixed.

Residence: Farmington, Utah

Filed for record and recorded November 20 A. D., 1939 at 9:56 o'clock A. M.

Anna Sommers County Recorder

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No. 19163

RIGHT OF WAY CONTRACT

FOR AND IN CONSIDERATION OF THE SUM OF \$ 315.00, the receipt of which is hereby acknowledged, JOHN R. GAILEY, Single, 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:

That part of SE 1/4 SE 1/4 Sec. 26-5N-R1E -- lying South of the river, containing 9.5 Acres. Also that part of SW 1/4 So. of U.P.R.R. and SW 1/4 SE 1/4 Section 26, Township 5 N, Range 1 E. N 1/2 Sec 35, Twp 5 N, R 1 E and That part of SE 1/4 Sec. 27, Twp. 5 N, R. 1 E. So. of the River. That part of SW 1/4 of Section owned by Grantor, Township 5 N, Range 1 E.

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

Section 26 written in by authority of Chas. H. Sandy by Maria F. Hester, Deputy Rec.



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 Three hundred fifteen and no/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 Barnes Banking Co. Bank of Kaysville, 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 19th day of September, 1939.

Signed, Sealed and delivered in the presence of:

Chas. H. Sandy.

John R. Gailey (Seal)

United States Revenue Stamps in the amount of 50¢ affixed and cancelled.

(ACKNOWLEDGMENT)

STATE OF Utah )  
: ss.  
Davis County, )

Before me, Alan B. Blood in and for said County and State, on this 19 day of September, 1939, personally appeared John R. Gailey 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 a free and voluntary act and deed for the uses and purposes therein set forth.

My Commission expires

Alan B. Blood

Feb. 27, 1940

Notary Public  
Residence: Kaysville, Utah

Notarial Seal Affixed.

Filed for record and recorded November 20, A. D., 1939 at 9:57 o'clock A. M.

*Anna Sommers*  
County Recorder

No. 19164

RIGHT OF WAY CONTRACT

FOR AND IN CONSIDERATION OF THE SUM OF \$ 49.00, the receipt of which is hereby acknowledged, John Heber Robinson Estate; Jos. A. Parrish, Administrator hereafter called grantors,