





Before me, Walter B. Burton, Notary Public in and for said County and State, on this 2nd day of September, 1939, personally appeared Agnes Wold Olsen 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:

Oct. 12, 1940

Walter B. Burton

Notary Public

Notarial Seal Affixed.

My residence is in Salt Lake City, Ut.

Filed for record and recorded November 20 A. D. 1939, at 9:55 o'clock A. M.

Anna Sommers

County Recorder

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No. 19162

RIGHT OF WAY CONTRACT

FOR AND IN CONSIDERATION OF THE SUM OF \$ 204.00, the receipt of which is hereby acknowledged, James W. Carrigan and Rachel<sup>F</sup> Carrigan, 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, 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:

All of section 36, Township 5N, 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 right 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 hundred four 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 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 nine