

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.

It is further agreed that telephone poles if any, are to be placed in fence lines or land lines.

IN WITNESS WHEREOF, the grantors above named have hereunto set their hands and seals this 13th day of September, 1939.

Signed, sealed and delivered in the presence of:

Chas. H. Sandy

Irven Carrigan (Seal)

(ACKNOWLEDGMENT)

STATE OF Utah)
 : ss.
Morgan County,)

Before me, a Notary Public in and for said County and State, on this 13th day of September, 1939, personally appeared Irven Carrigan, a widower and -----, to me knows 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.

Notarial Seal Affixed.

Frank Croft

My Commission expires: 2/12/1940

Notary Public
Residence: Farmington, Utah

Filed for record and recorded December 5 A. D., 1939 at 3:30 o'clock P. M.

County Recorder

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No. 19178

RIGHT OF WAY CONTRACT

FOR AND IN CONSIDERATION OF THE SUM OF \$ 25.50, the receipt of which is hereby acknowledged, Alfred F. Bohman Estate, Edith Bohman Toone, Administratrix 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 the SE $\frac{1}{4}$ of Section 6; Township 4 North, Range 2 East. Beg. at a point 12.49 chains North of the SE corner of said Section 6; run thence South 62° West 36 chains to the County Road; thence North 45° West 1.47 chains; thence North 12° West 4.12 chains; thence North 62° East 22.09 chains; thence North 25° 15' West 3.80 chains; thence North 39° 50' East 3.40 chains; thence North 57° 30' East 4.18 chains; thence East 9.82 chains; thence South 7.52 chains to beginning. Containing 27 acres. Book "K" page 217.

In the South half of the SE $\frac{1}{4}$ of Section 6, Township 4 North, Range 2 East. Beg. 4.80 chains East and North 62° 30' East 5 chains from the SW corner of said SE $\frac{1}{4}$ of Section 6; run thence North 62° 30' East 18.32 chains; thence North 28° West 6.24 chains; thence South 62° 30' West 14.47 chains; thence South 28° East 3 links; thence South 86° West 5.06 chains; thence South 46° East 3.12 chains; thence South 24° East 5.10 chains to beginning, containing 11.75 acres. Book "G" page 334.

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 Twenty Five & 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.

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:

Walter B. Burton

Alfred F. Bohman Estate

W. J. Burton

Edithe Bohman-Toone Administratrix (Seal)

(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 Edithe Bohman Toone, 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.

Notarial Seal Affixed.

Walter B. Burton

My Commission expires:

Notary Public

Oct. 12, 1940

My Residence is in Salt Lake City, Ut.

Filed for record and recorded Dec. 5 A. D., 1939, at 3:31 o'clock P. M.

Anna Sommers
County Recorder