

Line No. 101-2  
R/W No. 4-19-055  
State Utah  
County San Juan  
Rods \_\_\_\_\_  
W.O. No. \_\_\_\_\_

RIGHT OF WAY CONTRACT

For and in consideration of the sum of Ten (\$10.00) Dollars cash, the receipt of which is hereby acknowledged, and in addition thereto, an aggregate sum equal to One (\$1.00) Dollar per lineal rod of pipeline constructed under the

terms hereof, to be paid at the time and in the manner hereinafter set forth, \_\_\_\_\_  
R. J. Hall and Beverly L. Hall, his wife Contract Purchaser  
Frank H. Smith and Lucille S. Smith, his wife Contract Purchaser

whose address is Blanding, Utah

hereinafter referred to as Grantors, (whether one or more), do hereby grant and convey unto PACIFIC NORTHWEST PIPELINE CORPORATION, a Delaware corporation, its successors and assigns, hereinafter referred to as Grantee, the right to select the route for and construct, maintain, inspect, operate, protect, repair, replace, alter or remove a pipeline or pipelines for the transportation of oil, gas and the products thereof, on, over and through the following described lands, which Grantors warrant that they are the owners in fee simple, situated in the County of

San Juan; State of Utah, to-wit:

All Section 36, Township 27 South, Range ~~22~~ <sup>22</sup> East, except and less 36.40 acres right-of-way for road.

Abstracted

APR 25 10 00 AM '56

*RJ Hall*  
*Frank H. Smith*

Section 36, Township 27S, Range 22E, together with the right of ingress and egress to and from said line or lines, or any of them, for the purposes aforesaid; hereby releasing and waiving, as to Grantee, all rights under and by virtue of the homestead exemption laws of said state.

Grantee agrees that after it has completed its survey of the route for its pipeline and has established the route thereof and before pipeline construction is commenced, it will pay Grantors, in proportion to Grantors' respective interests, a total sum equivalent to One (\$1.00) Dollar per lineal rod of pipeline so surveyed and established.

Grantors shall have the right to use and enjoy the above described premises, except as to the rights herein granted; and Grantors agree not to build, create or construct or to permit to be built, created or constructed any obstruction, building, engineering works, or other structures over or that would interfere with said pipeline or lines or Grantee's rights hereunder. Grantee hereby agrees to pay any damages which may arise to growing crops, pasture, timber, fences or buildings of said Grantors from the exercise of the rights herein granted; said damages, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one to be appointed by the undersigned Grantors, their successors, heirs or assigns, one to be appointed by the Grantee, its successors or assigns, and the third by the two so appointed, and the written award of such three persons shall be final and conclusive.

Should more than one pipeline be laid under this grant, at any time, an additional consideration, calculated on the same basis per lineal rod as specified above, shall be paid for each such line laid.

It is agreed that the obligation of Grantee to make any payment hereunder shall be satisfied by delivery of such payment to any of the Grantors for the benefit of all Grantors.

Any pipeline constructed by Grantee across lands under cultivation shall, at the time of construction thereof, be buried to such depth as will not interfere with such cultivation.

The Grantee shall have the right to assign this grant in whole or in part.

It is agreed that this grant covers all the agreements between the parties hereto and that no representations or statements, verbal or written, have been made, modifying or adding to or changing the terms of this agreement.

The interest of the Grantee in the property covered hereby is to be held by the Grantee subject to the lien of and in accordance with the provisions of the Mortgage and Deed of Trust dated as of October 1, 1955, from Pacific Northwest Pipeline Corporation to J. P. Morgan & Co., Inc., and Robert P. Howe, as Trustees.

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.

TO HAVE AND TO HOLD said right-of-way and easement unto said Grantee, its successors and assigns until such first pipeline be constructed and so long thereafter as a pipeline is maintained thereon.

IN WITNESS whereof the Grantors herein have executed this conveyance this 1 day of July, 1955.

WITNESSES:  
Frank B. Matthews \_\_\_\_\_  
R. J. Hall \_\_\_\_\_ (Seal)  
Beverly L. Hall \_\_\_\_\_ (Seal)  
Frank H. Smith \_\_\_\_\_ (Seal)  
Lucille S. Smith \_\_\_\_\_ (Seal)

SINGLE ACKNOWLEDGMENT

THE STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

On this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared

known to me to be the person described in and who executed the foregoing instrument, and duly acknowledged to me that he executed the same for the purposes and consideration therein expressed.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

My Commission expires \_\_\_\_\_

Notary Public, Residing \_\_\_\_\_

\_\_\_\_\_ 19\_\_\_\_

at \_\_\_\_\_

JOINT ACKNOWLEDGMENT

THE STATE OF UTAH §

COUNTY OF GRAND §

On this the 1 day of July, 1955, before me personally appeared

WALTER HALL and BEVERLY HALL

his wife, known to me to be the persons described in and who executed the foregoing instrument, and duly acknowledged to me that they executed the same for the purposes and consideration therein expressed.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

My Commission expires \_\_\_\_\_

Harry E. Snow  
Notary Public, Residing \_\_\_\_\_

\_\_\_\_\_ 1958

at Moab, Utah

P. 10452

RIGHT OF WAY CONTRACT

FROM

R. D. Hall et al  
Frank H. Smith et al

TO

PACIFIC NORTHWEST PIPELINE CORPORATION

STATE OF Utah

COUNTY OF Sangre

I hereby certify that the within instrument was filed for record on the 25 day of July, 1952 at 11:02 o'clock A. M., and was duly recorded in Volume 102 of \_\_\_\_\_ at Page 273-276 and examined.

Marie Osohoff  
(Title)  
Notary

FILED TO  
FIRST NATIONAL BANK BUILDING, INC.  
SALT LAKE CITY, UTAH

JOINT ACKNOWLEDGMENT

THE STATE OF Utah §

COUNTY OF Grand §

On this the 2nd day of July, 1955, before me personally appeared

Frank H. Smith and Lucille Smith

his wife, known to me to be the persons described in and who executed the foregoing instrument, and duly acknowledged to me that they executed the same for the purposes and consideration therein expressed.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

My Commission expires \_\_\_\_\_

Marie Osohoff  
Notary Public, Residing \_\_\_\_\_

\_\_\_\_\_ 1959

at Moab, Utah

276

276