the time grantee commences to construct such pipe line on, over and through all payment may be made direct to grantor or deposited to credit of the grantors wational Bank of Morgan, Utah.

reserve the right to use said land for any and all purposes except the purpose of to said Grantee. Grantee agrees to pay any damages caused by grantee's reunder, to said land, and to the improvements, crops, pasturage, fences and grantors on said land, on the basis of the status, condition, and use of said improvements thereon, at the date of this contract. In the event the parties agree upon the amount of said damages, then the amount thereof shall be and determined by three disinterested persons selected as follows: One by said by said grantee and the third by the two so selected, and the written award said three persons so selected shall be final and conclusive on the parties pipe line laid hereunder shall be buried so it will not interfere with cultivation of said premises.

weed that the terms, conditions and provisions of this contract shall extend to upon the heirs, executors administrators, personal representatives,

WHEREOF, the grantors above named have hereunto set their hands and seals of August, 1939.

and delivered in the presence of:

Surton John L. Heiner (Seal)
Surton Florene B. Heiner (Seal)

(ACKNOWLEDGMENT)

ss.

Walter B. Burton, Notary Public in and for said County and State, on this so August, 1939, personally appeared John L. Heiner and Florene B. Heiner, to me that identical persons who executed the within and foregoing instrument and edged to me that they executed the same as their free and voluntary act and deed for and purposes therein set forth.

ission expires:

Walter B. Burton Notary Public

t. 12, 1940

Residence: Salt Lake City, Utah

al Seal affixed.

record and recorded November 20 A. D., 1939 at 9:29 o'clock A. M.

County Recorder

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## RIGHT OF WAY CONTRACT

CONSIDERATION OF THE SUM OF \$ 4.00, the receipt of which is hereby acknowHARDY and ELIZABETH HARDY, his wife, hereafter called grantors, hereby
OIL REFINING COMPANY, ITS successors and assigns, hereinafter called grantee,
Ty, maintain, operate, replace, change or remove a pipe line for the transportTable, gasoline or other petroleum products, and also the right to erect, install,

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maintain, inspect, operate and remove telegraph and telephone lines and the equipment apparatus therefor, if grantee desires to do so, to be used in connection with any line, on, over and through the following described land of which grantors warrant owners in fee simple, situated in Morgan County, State of Utah, to-wit:

In Section 25, Township 4 North, Range 2 East.

Beginning 28.90 chains North 47° 15' West and 1.50 chains North 40° East of of the Morgan City Survey; thence North 37° 15' West 3.52 chains; thence North 3.25 chains; thence South 3.25 chains; the south

together with the right of ingress and egress to and from said land for any and necessary and incident to the exercise by said grantee of the rights granted by

And for an additional consideration of One (\$1.00) Dollar, the receipt of an acknowledged, said grantors hereby grant unto said grantee the right at any time maintain, operate, inspect, replace, change or remove an additional pipe line or placed alongside of said first pipe line for the transportation of oil, gas, gasoline or petroleum products on, over and through said land, and grantee agrees to pay grante additional pipe line placed on said land by it the sum of Four & no/100 (\$4.00) Dollar or before the time grantee commences to construct such pipe line on, over and through land. Said payment may be made direct to grantor or deposited to credit of the grantee the First National Bank of Morgan, Utah.

Grantors reserve the right to use said land for any and all purposes except the hereby granted to said Grantee. Grantee agrees to pay any damages caused by grantee hereunder, to said land, and to the improvements, crops, pasturage, fences and lived of grantors on said land, on the basis of the status, condition, and use of said land improvements thereon, at the date of this contract. In the event the parties heretagree upon the amount of said damages, then the amount thereof shall be ascertained determined by three disinterested persons selected as follows: One by said grantor said grantee and the third by the two so selected, and the written award of any two three persons so selected shall be final and conclusive on the parties hereto. Any plaid hereunder shall be buried so it will not interfere with cultivation of the sursaid premises.

It is agreed that the terms, conditions and provisions of this contract shall 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 leth day of August, 1939.

Signed sealed and delivered in the presence of:

W. J. Burton
Walter B. Burton

James E. Hardy

Elizabeth Hardy

(ACKNOWLEDGMENT)

STATE OF Utah ) : SS.
Salt Lake County, )

Before me, Walter B. Burton, Notary Public in and for said County and State, a 19th day of August, 1939, personally appeared James E. Hardy and Elizabeth Hardy, to be the identical persons who executed the within and foregoing instrument and act to me that they executed the same as their free and voluntary act and deed for the purposes therein set forth.

My Commission expires:

Oct. 12, 1940

Notarial Seal Affixed.

Walter B. Burton Notary

Residence: Salt Lake City, Utah