

remainder and remainders, rents, issues and profits thereof, including the right of home-
stead exemption therein, and also any and all ditch and water rights of every kind and na-
ture which are used in connection with said lands or to which said lands, or the owners there-
of, may be entitled, or which they may hereafter acquire, for irrigation or other purposes,
in whatever form said rights may be evidenced.

Dated: February 1st, 1940.

Stuart P. Dobbs
Attorney for Plaintiff.

State of Utah }
 : ss.
County of Weber }

On this 1st day February, A.D. 1940, personally appeared before me STUART P. DOBBS
known to me to be the signor of the within instrument, who duly acknowledged to me that he
executed the same.

My Commission Expires:
Mar. 21. 1943



Catharina Koldewyn
Notary Public
Res. Ogden, Utah

Recorded February 1st, 1940 at 2:15 P. M.

Abstracted 4/215.

Alice Hess County Recorder

No. 73249

RIGHT OF WAY CONTRACT

FOR AND IN CONSIDERATION OF THE SUM OF \$81.25, the receipt of which is hereby ack-
nowledged, Eddie E. Rich, individually, and as Executor of the Last Will and Testament of
Mary Ann Bunn Rich, Deceased, 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 Davis County, State of Utah, to-wit:

Northeast quarter Section 36, Township 3 N., Range 1 W. N $\frac{1}{2}$ NW $\frac{1}{4}$ Section 36, Township
3 N., Range 1 W. 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 Eighty-one Dollars and
25/100 (\$81.25) 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 Utah State National Bank of Salt Lake City, Utah.

Grantors reserve the right to use said land for any and all purposes except the pur-
pose 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

read in Book 38 Page 353
Camped in Book 114 Page 394

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 17th day of January, 1940.

Signed, sealed and delivered
in the presence of:
Adeline Hunter

Eddie E Rich (Seal)
Individually
Eddie E Rich (Seal)
As Executor of the Last Will and
Testament of Mary Ann Bunn Rich,
Deceased

(ACKNOWLEDGMENT)

STATE OF UTAH }
 } ss.
SALT LAKE County, }

Before me, a Notary Public in and for said County and State, on this 17th day of January, 1940, personally appeared Eddie E. Rich, individually, and as Executor of the Last Will and Testament of Mary Ann Bunn Rich, Deceased, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he individually and as such Executor executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission expires:
Mar. 8-1943



Adeline Hunter
Notary Public.
Salt Lake City, State of Utah
Abstracted 3/130

Recorded February 2nd, 1940 at 9:15 A. M.

Amos Hess County Recorder

No. 73268

(TAXPAYER)

BONNEVILLE IRRIGATION DISTRICT
TREASURER'S RECEIPT

No. 254

TREASURER'S OFFICE
DAVIS COUNTY, UTAH

FARMINGTON, UTAH, Jan. 24 1940

RECEIVED OF Orin Cook and Leonard Cook, Administrators of the Estate of Amos Cook, deceased, landowner within the Bonneville Irrigation District Seven hundred sixty and 29/100 DOLLARS as follows:

a) part of one bonds, Nos. 346 of the Bonneville Irrigation District, together with 20 interest coupons attached thereto in the sum of \$30.00 each, all of the First issue of \$600,000.00, issued on the 1st day of December, 1920, and due on the following dates: Dec. 1st, 1935, in the sum of \$1000.00 each, upon which the sum of \$--- has been paid:

Total Value \$629.22

b) part of one bonds, Nos. 57 of the Bonneville Irrigation District, together with 21 interest coupons attached thereto in the sum of \$30.00 each, all of the Second issue of