



maintain, inspect, operate and remove telegraph and telephone lines and the equipment 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 the Morgan City Survey; thence North 37° 15' West 3.52 chains; thence North West 3.25 chains; thence South 3.25 chains; thence South 38° West 5.35 chains. Containing 1 acre.

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

And for an additional consideration of One (\$1.00) Dollar, the receipt of which is acknowledged, said grantors hereby grant unto said grantee the right at any time to maintain, operate, inspect, replace, change or remove an additional pipe line or pipe 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 any additional pipe line placed on said land by it the sum of Four & no/100 (\$4.00) Dollars 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 grantor at the First National Bank of Morgan, Utah.

Grantors reserve the right to use said land for any and all purposes except the purposes 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 livestock of grantors on said land, on the basis of the status, condition, and use of said land and improvements thereon, at the date of this contract. In the event the parties hereto disagree 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 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 on the 19th 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, on the 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 acknowledged 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