

Anna Sommers
County Recorder.

-----000-----

ue/27
us/15

No. 19137

RIGHT OF WAY CONTRACT

MISC 2
227

FOR AND IN CONSIDERATION OF THE SUM OF \$ 19.50, the receipt of which is hereby acknowledged, MELVIN HEINER (single man) and RACHEL HEINER, 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:

Southwest quarter of the Northwest quarter Section 25, Township 4 N, Range 2 E.

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 Nineteen & 50/100 (\$19.50) 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, conditions, 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 19th day of August, 1939.

Signed, sealed and delivered in the presence of:

W. J. Burton

Melvin Heiner (Seal)

Walter B. Burton

Rachel Heiner (Seal)

(ACKNOWLEDGMENT)

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

Before me, Notary Public in and for said County and State, on this 19th day of August, 1939, personally appeared MELVIN HEINER and RACHEL HEINER, to me known 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 uses and purposes therein set forth.

228

My Commission expires:

Walter B. Burton
Notary Public

Oct. 12, 1940

Residence: Salt Lake City, Utah

Notarial Seal Affixed.

Filed for record and recorded November 20, A. D., 1939, at 9:31 o'clock A. M.

Anna Sommers
County Recorder

-----oOo-----

No. 19138

RIGHT OF WAY CONTRACT

FOR AND IN CONSIDERATION OF THE SUM OF \$.75, the receipt of which is hereby acknowledged, LUCY POPE 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 of 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 Sections 25 and 26, Township 4 North Range 2 East, Beg. 28.85 chains South from the NE corner of said Section 26; run thence South 37° West 234.0 feet more or less to the present fence line between this tract and land owned by Claude Jones; thence South 58° East 223.29 feet; thence North 37° East 34.6 feet more or less to the present fence line following the next course; thence North 58° West 36.0 feet; thence North on Section line 198.0 feet to place of beginning. Containing 50/100 acre.

Book "M", page 531.

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 Seventy Five Cents 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