

purposes therein set forth.

My Commission expires:

Oct. 12, 1940.

Notarial Seal Affixed.

Walter B. Burton
Notary public.

Residence: Salt Lake City, Utah

1939
Filed for record and recorded November 20, A. D., at 9:33 o'clock A. M.

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Anna Sommers
County Recorder

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No. 19140

RIGHT OF WAY CONTRACT

FOR AND IN CONSIDERATION OF THE SUM OF \$16.25, the receipt of which is hereby acknowledged, FLORENCE D. THACKERAY hereafter called grantors, hereby grant unto UTAH HIL 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:

In the NE $\frac{1}{4}$ of Section 26, Township 4 North, Range 2 East.

Beg. at a point 20.00 chains South and 4.45 chains West of the NE corner of said Section 26; run thence South 37° West 32.50 chains to Union Pacific Railroad; thence North 58° West 14.47 chains; thence North 34° 30' East 22.25 chains; thence East 19 chains to place of beginning, containing 41.44 acres .

Book "N" Page 298.

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 Sixteen & 25/100 (\$16.25) 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 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, condition, 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. Grantee agrees to place telephone or telegraph poles if any, along property lines or in fence lines.

In witness whereof, the grantors above named have heretunto set their hands and seals this 19th day of August, 1939.

Signed, sealed and delivered in the presence of:

W. J. Burton

Florence D. Thackeray (Seal)

Walter B. Burton

(ACKNOWLEDGMENT)

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

Before me, Walter B. Burton, a Notary Public in and for said County and State, on this 19th day of August, 1939, personally appeared Florence D. Thackeray and -----, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission expires:

Oct. 12, 1940.

Walter B. Burton
Notary Public.

Residence: Salt Lake City, Utah

Notarial Seal Affixed.

Filed for record and recorded November 20 A. D., 1939 at 9:34 o'clock. A. M.

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Anne Summers
County Recorder

No. 19141

RIGHT OF WAY CONTRACT.

FOR AND IN CONSIDERATION OF THE SUM OF \$ 25.75, the receipt of which is hereby acknowledged, DAVID EDDINGTON AND LAURA EDDINGTON 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:

The NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26, Township 4 North, Range 2 East. Containing 40 Acres. Book "L" page 21.

In Section 26, Township 4 North, Range 2 East. Commencing at the SE corner of the E $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 26; run thence North 92 rods; thence West 5 rods; thence South by West 115 rods parallel with John H. Hess claim; thence South 10 rods to South line of the quarter Section; thence East 80 rods to beginning, containing 24 $\frac{1}{2}$ acres. Book "L" page 21.

In the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 26, Township 4 North, Range 2 East and the SE $\frac{1}{4}$ of Section 27, Township 4 North Range 2 East. Commencing at the NE corner of James Stewart's Claim (Now Emma Robison 26.52 acres), run SW on a line with said claim 260 rods to W. M. Parkers Meadow; thence SE on a line with said Meadow 37 rods; thence NE on a line with the Alma Hayes Claim 260 rods to the County Road; thence West by North parallel with said road 21 $\frac{1}{2}$ rods to beginning, containing 47 acres. Book "L" page 21.

Also in the NE $\frac{1}{4}$ of Section 26, Township 4 North, Range 2 East. Bounded West by Wyman M. Parker; North by the County road; 48 and 37 rods long on the West and 85 rods long on the East side; 10 $\frac{1}{2}$ rods on the South and 37 rods and 7 $\frac{1}{2}$ feet on the NE. Containing 12 $\frac{1}{2}$ acres. Book "L" pages 21-22.