

shall not exercise such use and enjoyment in a manner that will impair or interfere with the exercise by Grantee of any of the rights herein granted. Grantor agrees not to build, create, construct, or permit to be built, created, or constructed any obstruction, building, lake, engineering works, or other structure over or on said easement. Grantee agrees to pay for damages to growing crops, timber, fences, or buildings of Grantor resulting from the exercise of the rights herein granted; provided however, that after the first pipe line has been laid hereunder, Grantee shall not be liable for damages caused on the easement by keeping said easement clear of trees, undergrowth, and brush in the exercise of the rights herein granted.

It is agreed that any payment due hereunder may be made direct to said Grantor or any one of them, or by depositing said payment to the account of Grantor or any one of them in the _____ Bank, located at _____.

Any pipe line or pipe lines constructed under this grant across lands under cultivation shall be buried to such depth as will not interfere with ordinary cultivation at the time of construction.

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. The easement and rights herein granted may be leased or assigned in whole or in part.

TO HAVE AND TO HOLD said easement, rights, estates, and privileges unto Grantee, its successors and assigns, so long as said easement is used for the purposes granted herein.

IN WITNESS WHEREOF, Grantor has executed this instrument this 24th day of April, 1964.

_____	H. J. Barnes _____ (Seal)
Clyde H. Gailey _____	Harold J. Gailey _____ (Seal)
Ramona H. Gailey _____	Louise B. Gailey _____ (Seal)
Cora B. Robins _____	John W. Robins _____ (Seal)

STATE OF UTAH)
: ss.
County of Davis)

On the 24th day of April, 1964, personally appeared before me H. J. Barnes, a widower; Harold J. Gailey and Louise B. Gailey, his wife; Clyde H. Gailey and Ramona H. Gailey, his wife; John W. Robins and Cora B. Robins, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

(Notary Seal)

My Commission expires: May 1, 1966

G. A. PEPPINGER
Notary Public
Residing at Salt Lake City, Utah.

Recorded at the request of Service Pipe Line Co. May 25 A.D. 1964 at 1:50 o'clock PM.

Betty Randall
Deputy County Recorder

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No. 32841

EASEMENT CONTRACT

FOR AND IN CONSIDERATION OF THE SUM OF TEN and no/100 ----DOLLARS (\$10.00), the receipt of which is hereby acknowledged, the undersigned, herein called Grantor (whether one or more), hereby grants, sells, conveys and warrants to SERVICE PIPE LINE COMPANY, a Maine corporation, its successors and assigns, herein called Grantee, an easement for the purpose from time to time of constructing, operating, inspecting, maintaining, protecting, repairing, replacing, changing the size of, and removing a pipe line or pipe lines for the transportation of oil, gas, water, any other substances whether fluid or solid, any products and derivatives of any of the foregoing, and any combinations and mixtures of any of the foregoing, upon and along a route to be selected by Grantee on, over, and through the following described land located in Morgan County, State of Utah, to wit: as described in deed recorded in Book R of Deeds, Page 624.

The north boundary of the easement granted herein is fifteen (15) feet north of the pipeline as laid. (TRK)
Section 27 Township 5 N. Range 1 E., together with the right of ingress and egress to and from said pipe line or pipe lines, or any of them, on, over, and across said land and adjacent land of Grantor with the further right to

maintain the easement herein granted clear of trees, undergrowth, and brush to the extent Grantee deems necessary to the exercise of the rights granted herein.

Grantor shall be paid an additional consideration calculated on the basis of \$1.00 per lineal rod for each pipe line laid from time to time under this grant after construction of the first pipe line. It is agreed that all of said pipe lines shall be located within a strip of land fifty (50) feet in width, the center line of which shall be the center line of the first pipe line hereafter installed by Grantee on, over, and through said lands.

Grantor shall have the right to use and enjoy the above described premises; provided however, Grantor shall not exercise such use and enjoyment in a manner that will impair or interfere with the exercise by Grantee of any of the rights herein granted. Grantor agrees not to build, create, or permit to be built, created or constructed any obstruction, building, lake, engineering works, or other structure over or on said easement, except any paving materials for roadway purposes. Grantee agrees to pay for damages to growing crops, timber, fences, or buildings of Grantor resulting from the exercise of the rights herein granted; provided however, that after the first pipe line has been laid hereunder, Grantee shall not be liable for damages caused on the easement by keeping said easement clear of trees, undergrowth, and brush in the exercise of the rights herein granted.

It is agreed that any payment due hereunder may be made direct to said Grantor or any one of them, or by depositing said payment to the account of Grantor or any one of them in the _____ Bank, located at _____.

Any pipe line or pipe lines constructed under this grant across lands under cultivation shall be buried to such depth as will not interfere with ordinary cultivation at the time of construction.

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. The easement and rights herein granted may be leased or assigned in whole or in part.

TO HAVE AND TO HOLD said easement, rights, estates, and privileges unto Grantee, its successors and assigns, so long as said easement is used for the purposes granted herein.

Grantor hereby reserves the right to use and maintain the right of way herein granted for roadway purposes.

IN WITNESS WHEREOF, Grantor has executed this instrument this 27 day of April, 1964.

Signed, sealed, and delivered in the presence of:

THORNLEY K. SWAN (Seal)
Thornley K. Swan

DOROTHY P. SWAN (Seal)
Dorothy P. Swan

J. W. SWAN (Seal)
J. W. Swan

ELIZABETH H. SWAN (Seal)
Elizabeth H. Swan

ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
Davis County,)

Before me, G. A. Peppinger, a Notary Public in and for said County and State, on this 27 day of April, 1964, personally appeared J. W. Swan and Elizabeth Swan, his wife, and Thornley K. Swan and Dorothy P. Swan, his wife, 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.

Given under my hand and notarial seal on the day and year written above.

(Notary Seal)

My Commission expires: May 1, 1966

G. A. PEPPINGER
Notary Public
Residing at Salt Lake City, Utah

Recorded at the request of Service Pipe Line Co., May 25 A.D. 1964 at 1:55 o'clock PM.

Betty Randall
Deputy County Recorder