

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, replacing repairing/ 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 P of Deeds, Page 136.

The north boundary of the easement granted herein is fifteen (15) feet north of the pipeline as laid. T.K.S. Section 27 Township 5 N. Range 1 E., together with the right of ingress and egress to and from said pipe line or pipelines, 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.

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, construct, 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. T.K.S.

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. T.K.S.

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

Signed, sealed, and delivered in the presence of:

ATTEST:

J. W. Swan  
Assistant Secretary

(Seal)

SWAN LAND AND LIVESTOCK COMPANY

THORNLEY K. SWAN (Seal)  
President

ACKNOWLEDGMENT

STATE OF UTAH )  
County of Davis } ss.

On the 27 day of April, 1964, personally appeared before me THORNLEY K. SWAN and J. W. SWAN, who being duly sworn, did say that they are the President and Assistant Secretary, respectively of SWAN LAND AND LIVESTOCK COMPANY, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, (or) its By-Laws, and said THORNLEY K. SWAN and J. W. SWAN, acknowledged to me that said corporation duly executed the same.

(Notary Seal)

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

My Commission expires: May 1, 1966

Recorded at the request of Service Pipe Line Co. May 25 A.D. 1964 at 2:00 o'clock PM.

Walter P. Randall  
Deputy County Recorder

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No. 32876 CERTIFICATION OF NOTARY PUBLIC

I, GEORGE DEWEY CLYDE, Governor of the State of Utah, do hereby certify that the following Notaries Public have been commissioned by the State of Utah for the period from May 1, 1964 to May 31, 1964 in Morgan County.

<u>NAME</u>	<u>ADDRESS</u>	<u>EXPIRATION DATE</u>
Walter D. Francis	Morgan	5-4-68

(Seal of the STATE OF UTAH)

IN TESTIMONY WHEREOF, I have hereunto set my hand and clausd to be affixed the Great Seal of the State of Utah this Fourth day of June 1964

BY THE GOVERNOR:  
Lamont F. Toronto  
Secretary of State

George D. Clyde  
GOVERNOR OF UTAH

Recorded at the request of Walter D. Francis June 9 A.D. 1964 at 9:00 o'clock AM.

Walter P. Randall  
Deputy County Recorder

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No. 32889. IN THE DISTRICT COURT OF WEBER COUNTY  
STATE OF UTAH

FORERER CORP., a Utah Corporation, )  
 Plaintiff, )  
 vs. )  
 MELVIN LeROY MORGAN and EDNA MORGAN, Husband )  
 and Wife, and EARL JERRY MORGAN, and )  
 PRODUCERS' LIVESTOCK LOAN CO., A Utah )  
 Corporation, and BARNS BANKING COMPANY, a )  
 Utah Corporation, and COMMERCIAL SECURITY )  
 BANK, a Utah Corporation, and FEDERAL INTERMEDIATE )  
 CREDIT BANK OF BERKELEY CALIFORNIA, )  
 Defendants. )

NOTICE OF LIS PENDENS  
Civil No. \_\_\_\_\_  
Dept. No. \_\_\_\_\_

TO WHOM IT MAY CONCERN:

Notice is hereby given that the above-named plaintiff has instituted an action against the above-named defendants in the District Court of Weber County, State of Utah. Said action has been brought to recover the amount due on a promissory note executed by the defendants MELVIN LeROY MORGAN and EDNA MORGAN, Husband and Wife, and EARL JERRY MORGAN. Plaintiff seeks also to by this action to foreclose a mortgage executed by the Defendants MELVIN LEROY MORGAN and EDNA MORGAN, Husband and Wife and EARL JERRY MORGAN, and the deceased wife of EARL JERRY MORGAN, OPHELIA E. MORGAN, on the 28th day of December, 1961, on the following described real property located in Morgan County, Utah, to-wit: