

M-331

No. 72736

RIGHT OF WAY CONTRACT

FOR AND IN CONSIDERATION OF THE SUM OF \$65.00, the receipt of which is hereby acknowledged, Victor C. Fernelius and Thea R. Fernelius, his wife 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 Davis County, State of Utah, to-wit:

Beg at the NE cor of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 35, Tp. 5 N, Range 1W; and running th W 20 chs; th S 20 chs; Th E 2.50 chs; S E'ly 16.25 chs; to Northerly R/W Line of Davis & Weber Canal; Th following said northerly line of canal 9.60 chs; Th NW'ly 11.25 chs; Th W .25 chs; Th NW'ly 7.50 chs; Th E 2.375 chs; Th NE'ly 15.25 chs to beginning. Containing more or less 43.113 acres.

also

Beg SE Cor of NE $\frac{1}{4}$, Sec 35, Tp 5N, Range 1 W; Th W 31 rods; NW 30 rods; E 9.50 rods; NE 61 rods; S 80 rods to beg. Cont. 11.00 acres. also NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Sec. 36, Tp. 5 N, Range 1 W, Cont. 40.00 acres. 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 Sixty Five & No/100 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 commercial Security Bank of Ogden, 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.

IN WITNESS WHEREOF, the grantors above named have hereunto set their hands and seals this 8th day of September, 1939.

Assigned in Book 114 Page 394
Assigned in Book 138 Page 358

Signed, sealed and delivered

Victor C. Fernelius (Seal)

in the presence of:

Thea R. Fernelius (Seal)

W J Burton

Walter B Burton

(ACKNOWLEDGMENT)

STATE OF Utah }
: ss.
Davis County }

Before me, Walter B. Burton, NOTARY PUBLIC in and for said County and State, on this 8th day of September, 1939, personally appeared Victor C. Fernelius and Thea R. Fernelius; 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.

My Commission expires:
Oct. 12, 1940



Walter B Burton
Notary Public.

My Residence is in Salt Lake City, Ut

Recorded December 11th, 1939 at 10:08 A. M.

Abstracted 5'201-248

Alice Hess County Recorder

No. 72737

RIGHT OF WAY CONTRACT

FOR AND IN CONSIDERATION OF THE SUM OF \$26.00, the receipt of which is hereby acknowledged, Thomas G. Forbes Estate; Flora C. Forbes (Widow), Ray Forbes, Agent, and Ada Forbes, his wife DeGertha Hess; Waneta Ball; LaVetta Deeter; Rhea Butler Vera L. Olsen; Eldred T. Forbes and Nora Forbes, his wife. 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 Davis County, State of Utah, to-wit:

Beg. SE cor of NW $\frac{1}{4}$, Sec. 14, Tp4 N, Range 1 W; th E 2.18 chs; N12.05 chs; W'ly 36.50 chs m or l; S 42°26' E 16.35 chs; S 89°11' E 20.09 chs; N 88°40' E 4 chs to beg. Cont 34.61 acres. 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) Dollars, 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 Twenty Six & NO/100 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 Layton, 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

Assigned in Book 114 Page 394