

appointed shall be final and conclusive.

The Grantors shall not build or construct nor permit to be built or constructed any building or other improvement over or across said right of way, nor change the contour thereof without written consent of Grantee. This right of way grant shall be binding upon and inure to the benefit of the successors and assigns of Grantors and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of the Grantee are without authority to make any representations, covenants or agreements not herein expressed.

WITNESS the execution hereof this 15 day of April, 1964.

Marilyn D. Glauser
Witness

Verl J. Poll

June Warner Poll

STATE OF UTAH)
) ss.
County of Salt Lake)

On the 15th day of April, 1964, personally appeared before me Verl J. Poll and June Warner Poll the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

(Notary Seal)

G. A. Peppinger

My Commission expires: May 1, 1966

Residing at Salt Lake City, Utah

Recorded at the request of Mountain Fuel Supply Co. May 6 A.D. 1964 at 11:15 o'clock AM.

Betty Randall
Deputy County Recorder

-----o0o-----

No. 32816

RIGHT OF WAY AND EASEMENT GRANT

J. W. Swan and Elizabeth Swan, his wife and Thornley K. Swan and Dorothy P. Swan, his wife Grantors of Kaysville, State of Utah, do hereby convey and warrant to MOUNTAIN FUEL SUPPLY COMPANY, a Corporation of the State of Utah, Grantee, its successors and assigns, for the sum of Ten and no/100 ----DOLLARS (\$10.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement 50 feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes and other gas transmission and distribution facilities (hereinafter collectively called "facilities") through and across the following described land and premises situated in the County of Morgan, State of Utah, to-wit: T. 5 N., R. 1 E., S.L.M., Utah Sec. 27 the center line of said right of way and easement shall extend through and across the above described land and premises as follows, to-wit:

Beginning at Station 176 + 64.8, a point on the west property line, whence the south quarter corner of Section 27, T.5N, R.1E. of the Salt Lake Base and Meridian bears southerly 1,108.0 feet; Thence N. 81° 40' E. 284.3 feet to Station 179 + 49.1; Thence N. 85° 26' E. 654.9 feet to Station 186 + 04.0, the end of survey, a point on the east property line, whence the south quarter corner of said Section 27 bears S. 37° 52' W. 1,522.0 feet, a total distance of 939.2 feet, 0.18 mile, more or less.

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

TO HAVE AND TO HOLD the same unto the said Mountain Fuel Supply Company, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right of way to maintain, operate, repair, inspect, protect, remove and replace the same. During temporary periods Grantee may use such portion of the property along and adjacent to said right of way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. The said Grantors shall have the right to use the said premises except for the purposes for which this right of way and easement is granted to the said Grantee, provided such use does not interfere with the facilities or any other rights granted to the Grantee hereunder.

The Grantee hereby agrees to pay damages which may arise caused by the construction, maintenance, repair, replacement or removal of the facilities. It is mutually agreed that should any dispute arise as to such T.K.S.

damages, the same, if not mutually agreed upon, shall at the written request of either party be arbitrated and determined by disinterested arbitrators, one to be appointed by Grantors and one by Grantee within 20 days after such request, and if the two so chosen be unable to agree within 90 days after appointment, then they shall, within 30 days after written request by either the Grantors or the Grantee, select a third arbitrator, and failing so to do, such third arbitrator shall be appointed on application of either Grantors or Grantee by a Federal District Judge of the District wherein the land lies and the decision of any two of the arbitrators thus appointed shall be final and conclusive.

The Grantors shall not build or construct nor permit to be built or constructed any building or other improvement over or across said right of way, nor change the contour thereof without written consent of Grantee. This right of way grant shall be binding upon and inure to the benefit of the successors and assigns of Grantors and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of the Grantee are without authority to make any representation, covenants or agreements not herein expressed.

WITNESS the execution hereof this 27 day of April, 1964

Witness

Witness

Thornley K. Swan

Dorothy P. Swan

J. W. Swan

Elizabeth H. Swan

STATE OF UTAH)
) ss.
County of Davis)

On the 27 day of April, 1964, personally appeared before me J. W. Swan and Elizabeth Swan, his wife, and Thornley K. Swan and Dorothy P. Swan, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

(Notary Seal)

G. A. Peppinger
Notary Public

My Commission expires: May 1, 1966

Residing at Salt Lake City, Utah

Recorded at the request of Mountain Fuel Supply Co. May 6 A.D. 1964 at 11:18 o'clock AM.

Betty Randall
Deputy County Recorder

-----oOo-----

No. 32817

RIGHT OF WAY AND EASEMENT GRANT

Swan Land and Livestock Company, a Corporation of the State of Utah, Grantor, does hereby convey and warrant to MOUNTAIN FUEL SUPPLY COMPANY, a Corporation of the State of Utah, Grantee, its successors and assigns, for the sum of Ten and No/100-----DOLLARS (\$10.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement 50 feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes and other gas transmission and distribution facilities (hereinafter collectively called "facilities") through and across the following described land and premises situated in Morgan County, State of Utah to-wit: T. 5 N., R. 1 E., S.L.M., Utah Sec. 27 the center line of said right of way and easement shall extend through and across the above described land and premises as follows, to-wit: as per engineering field notes attached to and made a part of this right of way and easement grant. Grantor hereby reserves the right to use and maintain the right of way herein granted for roadway purposes. TKS

TO HAVE AND TO HOLD the same unto the said Mountain Fuel Supply Company, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right of way to maintain, operate, repair, inspect, protect, remove and replace the same. During temporary periods Grantee may use such portion of the property along and adjacent to said right of way as may be reasonably