

On the 31st day of March, A.D. 1964 personally appeared before me George E. Carrigan and Ida Carrigan, his wife, Albert B. Carrigan and Julia R. Carrigan, his wife, the signers of the within instrument, who duly acknowledged to me that They executed the same.

My Commission expires 15 September 66
(Notary Seal)

Seymour K. Lieghty
Notary Public

Form RW/9

Prepared by LDW 3/5/62

Recorded at the request of State Road Commission of Utah April 30 A.D. 1964 at 9:05 o'clock AM.

Betty Randall
Deputy County Recorder

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No. 32806

RIGHT OF WAY AND EASEMENT GRANT

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 & Cora B. Robins, 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: Section 27, T. 5 N., R. 1 E. of the Salt Lake Base and Meridian 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 186 + 04.0, a point on the west property line whence the south quarter corner of Section 27, T. 5 N., R. 1 E. of the Salt Lake Base and Meridian bears S. 37° 52' W. 1,522.0 feet;
Thence N. 85° 26' E. 884.2 feet to Station 194 + 88.2!
Thence N. 78° 48' E. 281.8 feet to Station 197 + 70.0, the end of Survey, a point on the east property line whence the south quarter corner of said Section 27 bears S. 57° 38' W. 2,478.0 feet, a total distance of 1,166.0 feet, 0.22 mile, more or less.

The northerly boundary of the right-of-way granted herein is 20 feet north of the southerly boundary of the right-of-way previously acquired by Pioneer Pipe Line Company.

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 to crops or fences caused by the construction, maintenance, repair, replacement or removal of the facilities. It is mutually agreed that should any dispute arise as to such 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 representations, covenants or agreements not herein expressed.

WITNESS the execution hereof this 24th day of April, 1964.

H. J. Barnes
Harold J. Gailey
Louise B. Gailey
John W. Robins
Cora B. Robins
Clyde H. Gailey
Ramona H. Gailey

Witness

Witness

STATE OF UTAH)
) ss.
County of Davis)

On the 24th day of April, 1964, personally appeared before me M. 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)

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 4 A.D. 1964 at 11:55 o'clock AM.

Betty Randall
Deputy County Recorder

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No. 32813 PARTIAL RELEASE OF GRANT

Under date of August 5, 1947, the Ideal Cement Company, a Colorado corporation, First Party, granted to Mountain Fuel Supply Company, a Utah corporation, Second Party, a right of way for natural gas pipelines and telephone lines across its lands in Sections 19 and 20 of Township 4 North, Range 4 East, Salt Lake Base and Meridian, Morgan County, Utah.

Mountain Fuel Supply Company has discontinued the use of said right of way for a natural gas pipeline, and does, by this instrument, release, surrender and relinquish the right of way as it relates to natural gas pipelines across the following described lands, to-wit:

Section 19, T. 4 N., R. 4 E. of the Salt Lake Base and Meridian:
Beginning at Station 774 + 07.4, a point on Line No. 3 survey in the SE $\frac{1}{4}$ of Section 19, T. 4 N., R. 4 E. of the Salt Lake Base and Meridian, whence the south quarter corner thereof bears S. 73°46' W. 1,149.0 feet; Thence N. 73° 06' W. 270.2 feet to Equation Station 776 + 77.6 back equals Station 775 + 65.6 ahead; Thence S. 74° 15' W. 119.4 feet to Station 776 + 85.0; Thence S. 78° 26' W. 369.5 feet to Station 780 + 54.5; Thence S. 85° 01' W. 46.5 feet to end of relinquishment, a point on the south property line, whence the south quarter corner of said Section 19 bears S. 48° 42' W. 431.0 feet, a total distance of 805.6 feet, 0.15 mile, more or less.

It is the intent hereof to release only the right of way across lands of the First Party, as herein described, and only as to the natural gas pipeline. Nothing in this release or relinquishment herein contained shall be construed as modifying or changing the right of way grant of August 5, 1947, except as herein specifically provided.

IN WITNESS WHEREOF, Mountain Fuel Supply Company has caused this instrument to be duly executed and its corporate seal to be affixed this 5th day of February, 1964.

ATTEST: (Corp. Seal)

MOUNTAIN FUEL SUPPLY COMPANY

C. R. Holland
Assistant Secretary

J. T. Simon
Vice President
BWC