

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

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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

necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. The said Grantor 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.

/T.K.S.

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 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 Grantor 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 Grantor or the Grantee, select a third arbitrator, and failing to do so, such third arbitrator shall be appointed on application of either Grantor 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 Grantor 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 Grantor 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.

IN WITNESS WHEREOF the Grantor has caused its corporate name and seal to be hereunto affixed this 27 day of April, 1964.

ATTEST:

J. W. Swan
Asst. Secretary

Swan Land and Livestock Company
By Thornley K. Swan
President

(Corp. Seal)

STATE OF UTAH)
) ss.
County of Davis)

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

My Commission expires: May 1, 1966
*Strike clause not applicable.

Residing at Salt Lake City, Utah

FIELD NOTES

OF THE SURVEY OF 16" GAS PIPELINE NO. 3 RELOCATION ACROSS SWAN LAND AND LIVESTOCK COMPANY LANDS NEAR DEVIL'S GATE FOR MOUNTAIN FUEL SUPPLY COMPANY OF ROCK SPRINGS, WYOMING, October 28, 1963

Section 27, T. 5N., R. 1E. of the Salt Lake Base and Meridian:

Beginning at Station 147 + 30.0, a point on the west line of Section 27, T. 5N., R. 1E. of the Salt Lake Base and Meridian, whence the south quarter corner thereof bears S. 59° 51' E. 3,075.0 feet; Thence S. 82° 28' E. 199.9 feet to Station 149 + 29.9; Thence S. 72° 28' E. 251.1 feet to Station 151 + 81.0; Thence S. 63° 16' E. 62.1 feet to Station 152 + 43.1; Thence S. 44° 10' E. 348.2 feet to Station 155 + 91.3; Thence S. 41° 50' E. 131.7 feet to Station 157 + 23.0; Thence S. 48° 06' E. 177.0 feet to Station 159 + 00.0; Thence S. 58° 39' E. 40.0 feet to Station 159 + 40.0, a point on the east property line, whence the south quarter corner of said Section 27 bears S. 60° 56' E. 1,910.0 feet; Thence continuing at Station 164 + 10.0, a point on the west property line, whence the south quarter corner of said Section 27 bears S. 54° 05' E. 1,513.0 feet; Thence N. 82° 01' E. 71.8 feet to Station 164 + 81.8; Thence N. 89° 06' E. 427.8 feet to Station 169 + 09.6; Thence N. 73° 41' E. 693.4 feet to Station 176 + 03.0; Thence N. 81° 40' E. 61.8 feet to Station 176 + 64.8, the end of Survey, a point on the east property line, whence the south quarter corner of said Section 27 bears southerly 1,108.0 feet, a total distance of 2,464.8 feet, 0.47 mile, more or less.

Recorded at the request of Mountain Fuel Supply Company May 6 A.D. 1964 at 11:20 o'clock AM.

Betty Randall
Deputy County Recorder