

Entry No. 79167.

55¢ Revenue Stamps

RIGHT\_OF WAY GRANT

FOR AND IN CONSIDERATION, of the sum of Ten (\$10.00) Dollars to the undersigned in hand paid, the receipt whereof is hereby acknowledged, THOMAS E. JEREMY, Trustee, of E.J. Jeremy Trust, of Salt Lake City, Utah, hereinafter called "Grantors" subject to the conditions and reservations hereinafter set out, does hereby grant, bargain, sell and convey to MOUNTAIN FUEL SUPPLY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Utah, its successors and assigns, hereinafter called "Grantee" the right-of-way to lay, maintain, operate, inspect, repair, and remove pipe lines, and to erect, maintain, operate, inspect, repair and remove telegraph and telephone lines, together with such stations, meter houses and other facilities and structures as may be necessary or convenient for the operation, maintenance, inspection, protection and repair of said lines over and through those certain parcels of land situated in Summit County, State of Utah, described as follows, to-wit:

SE $\frac{1}{4}$  of SW $\frac{1}{4}$  Section 2, N $\frac{1}{2}$  Section 9, NE $\frac{1}{4}$  Section 11, N $\frac{1}{2}$  of N $\frac{1}{2}$  Section 12, Township 1 South, Range 3 East, SLM; N $\frac{1}{2}$  Section 7, Township 1 South, Range 4 East, SLM. Including the waiver and release of the right of homestead, with the right of ingress and egress to and from same.

Said right-of-way above referred to shall cover strip of land 33 feet in width extending 10 feet on the Southerly side and 23 feet on the northerly side of a survey line described as follows, to-wit:

Beginning at a point where the present pipe line enters the Grantor's land which point is located South 1539 feet, thence N. 72°35' E. 1296.8 feet, thence N. 77°58' E. 33.8 feet, thence N. 81°40' E. 767.4 feet, from the Northwest corner of Section 9, T. 1 S., R. 3 E. SLM and running thence N. 81°40' E. 147.9 ft. thence N. 82°16' E. 1237.5 feet, thence N. 82°22' E. 913.5 ft. thence N. 83°43' E. 1145.1 feet to a point on the East line of Section 9 where the present pipe line leaves the Grantor's property; and

Beginning at a point where the present pipe line enters the Grantor's land, which point is located South 175 feet, thence N. 86°56' W. 959.5 feet, thence N. 86°10' W. 1770.5 feet from the Southeast corner of Section 2, T. 1 S., R. 3 E. SLM and running thence S. 86°10' E. 1770.5 feet, thence S. 86°56' E. 1264.7 feet, thence S. 81°17' E. 800.6 feet, thence S. 75°08' E. 450.7 feet, thence S. 56°16' E. 1128.0 feet, thence S. 59°18' E. 48.6 feet, thence S. 78°58' E. 48.9 feet, thence S. 82°33' E. 151.2 feet, thence S. 89°27' E. 737.2 feet, thence N. 89°36' E. 684.6 feet; thence S. 82°08' E. 750.9 feet; thence S. 83°15' E. 655.4 feet; thence S. 83°26' E. 366.6 feet; thence S. 82°53' E. 252.8 feet; thence S. 67°18' E. 1969.2 feet; thence S. 67°37' E. 274.6 feet, thence S. 67°16' E. 509.4 feet, thence S. 67°27' E. 491.6 feet, thence S. 82°0' E. 49.0 feet, thence S. 89°10' E. 1516.0 feet to a point on the East line of Section 7, T. 1 S. R. 4 E. SLM where the present pipe line leaves the Grantor's property, excepting therefrom 49.6 feet where the said pipe line crossed the East Canyon county road, being a total distance of 1734.9 feet, more or less. 1734.9

which said survey line is the center line of the present existing and established pipe line of the Grantee over and through the property above described.

Grantor does not warrant title to the lands above described, or to the interest hereby conveyed but that the within grant shall operate to bind any title or interest which Grantor may now have or may hereafter acquire in or to the said lands described above.

For the consideration aforesaid, Grantor further grants to Grantee the right of ingress to and egress from Grantee's right-of-way on the said lands of Grantor and on adjoining lands by any practicable route or routes across the said lands of Grantor, provided, that Grantee shall, wherever practicable, use said 33 foot strip of land or existing roads or lanes

Said lines may, insofar, as the interests of Grantor extend therein, be laid, erected, installed and maintained across roads, ditches, water lines and canals that intersect or are adjacent to the described property or are appurtenant thereto, provided that where said lines cross roads, ditches water lines or canals now existing or hereafter constructed, said pipe line or pipe lines or underground wires shall be buried so as not to interfere with the use or maintenance of said roads, ditches, water lines or canals.

Where said lands is now under cultivation or is hereafter placed under cultivation, said pipe line or pipe lines or under ground wires shall be laid so that the tops thereof are at least eighteen (18) inches beneath the surface of the ground. At all other points said pipe line or pipe lines or underground wires of Grantee shall be buried, excepting that where they cross natural water courses or ledges or strata of rock they may be laid above the surface, on such supporting structures as may be desired by Grantee.

Grantee shall have the right to remove or trim trees or portions thereof located on or overhanging said strip of land whenever in the opinion of Grantee the same shall be necessary or proper in the exercise of the pole rights herein granted.

Grantor reserves the right to use and enjoy said premises, provided, however, that Grantor shall not construct or maintain the whole or any part of any structure on said strip of land or in any manner impair or interfere with the present or prospective exercise of any of the rights herein granted, and the right to repair, maintain, improve or enlarge existing roads, ditches, canals or water lines over and across said right-of-way and to construct new or additional roads, ditches, canals or water lines over and across said right of way strip.

Grantee agrees that it will re-seed any lands damaged by it in the same kind of crops as may be so injured or destroyed, which re-seeding shall be done to the satisfaction of and meet the approval of the Soil Conservation Service.

Grantee agrees that it will not erect any surface obstructions in any fields of the Grantor except it shall have the right to build one steel building approximately 14'X14' to hold valves and a cross-over block gate between the two pipe lines.

Grantee agrees that in the patrolling of its line or lines its employees will close all gates after them.

Grantee hereby agrees to pay any damages to Grantor's crops, fences, roads, ditches,

water lines or canals, or buildings, which may be caused by Grantee hereunder; said damages if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by Grantor one by Grantee, and the third by the two so appointed as aforesaid. The award of such three persons, or any two of them, shall be final and conclusive.

Grantor or those claiming or using the premises under or through Grantor, shall not be liable for any damage which may be caused to Grantee, its successors or assigns by reason of fire, whether said fire shall result from inadvertence or negligence or shall have been started with the intention or clearing brush or grass from land above described. Grantor agrees to notify the office of the Grantee's Pipe Line Superintendent at Rock Springs, Wyoming, by telephone or telegraph collect of Grantor's intention to clear by burning brush or grass from the land above described which notice shall be given at least 24 hours before starting the fire for such purpose.

The provisions hereof shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, these presents are hereby signed this 28th day of May, 1949.

Thomas E. Jeremy, Trustee.  
Thomas E. Jeremy, Trustee

Witnesses:

Vervene Carlisle  
Maxine Eggertsen

STATE OF UTAH, ( : ss.  
COUNTY OF SALT LAKE, )

On the 28th day of May, 1949, personally appeared before me, Thomas E. Jeremy, Trustee of the E.J. Jeremy Trust, the signer of the within instrument, who duly acknowledged to me that he executed the same as such Trustee.

Vervene Carlisle  
Notary Public residing at  
Salt Lake City, Utah.

Seal.

My commission expires:  
5-10-53.

Recorded at the request of Mountain Fuel Supply Company October 25, A.D. 1949 at 2 P.M.

Mae R. Tree, County Recorder.

Entry No. 79168.

RIGHT-OF-WAY

FOR AND IN CONSIDERATION OF Ten Dollars in hand paid, the receipt whereof is hereby acknowledged Gerwin P. Bailey and Bertha B. Bailey, his wife, of Salt Lake City, Utah, do hereby for themselves their, heirs, executors, administrators, successors and assigns grant and release to MOUNTAIN FUEL SUPPLY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Utah, its successors and assigns, the right-of-way to lay, maintain, operate, inspect, repair and remove pipe lines, together with such stations, meter houses, and other facilities and structures as may be necessary or convenient for the operation, maintenance, inspection, protection and repair of said lines over and through lands in Township 1 South, Range 3 East, S.L.M. County of Summit, State of Utah, bounded and described as follows:

N $\frac{1}{2}$ NE $\frac{1}{4}$  section 10.

including the waiver and release of the right of homestead, with the right of ingress and egress to and from the same. The aforesaid Gerwin P. and Bertha B. Bailey to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Mountain Fuel Supply Company, which hereby agrees to pay any damages which may arise to the crops, or fences from the laying erecting, maintaining, operating, inspecting, repairing or removing of said pipe, telegraph and telephone lines, and other facilities and structures. Said damages if not mutually agreed upon, to be ascertained and determined by three disinterested persons one of whom to be appointed by the said Mountain Fuel Supply Company, its successors or assigns, one by the said Gerwin P. and Bertha B. Bailey, their heirs, legal representatives, successors or assigns, and the third by the two so appointed as aforesaid, and the award of such three persons or any two of them shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, a like consideration will be paid for each line so laid in addition to the damages above provided for.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 4th day of May, 1949.

Signed, Sealed and Delivered in the presence of:

B.W. Smedley

Gerwin P. Bailey  
Bertha B. Bailey

INDIVIDUAL UTAH

STATE OF UTAH, ( : ss.  
COUNTY OF SALT LAKE, )

On the 4th day of May, 1949, personally appeared before me Gerwin P. Bailey and Bertha B. Bailey, the signers of the above instrument and duly acknowledged that they executed the same.

H.H. Shaffer  
Notary Public,  
Residing at Salt Lake City, Utah.

Seal.  
My commission expires: Nov 6, 1950.

Recorded at the request of Mountain Fuel Supply Company Oct. 25, A.D. 1949 at 2 P.M.

Mae R. Tree, County Recorder.