

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.

Witnesses: Thomas E. Jeremy, Trustee.
Thomas E. Jeremy, Trustee
Vervene Carlisle
Maxine Eggertsan

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, successor 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.