.4 KERN RIVER GAS TRANSMISSION COMPANY **EXCLUSIVE RIGHT-OF-WAY AND EASEMENT**

11 41 41

STATE OF Utah

的信息和的特性引

1 60439 m80. en 502

COUNTY OF Morgan

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, hereinalter referred to as Grantor, for and in considerat of the sum of TEN DOLLARS AND OTHER CONSIDERATIONS, to the Grantor in hand paid by KERN RIVER GAS TRANSMISSI COMPANY, P.O. Box 58900, Salt Lake City, Utah 84158-0900, hereinafter referred to as Grantee, the receipt and sufficient of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, an exclus right-of-way and easement to locate, survey a route, construct, entrench, maintain, protect, inspect and operate a pipeline ar or communications cable with appurtenances including but not limited to valves, metering equipment, electrical cable, catho or communications cable with appurtenances including but not limited to veives, interenting equipment, electrical cable, cathed equipment, underground conduit, cables, splicing boxes and roads (said pipeline, communications cable, appurtenances, valve matering equipment, cathodic equipment, underground conduits, cables, splicing boxes and roads being hereinafter sometim collectively called the "facilities" over, under and through the hereinafter described land, approximately along the line designa the centerline of the first pipeline and/or communications cable constructed hereunder, situated in Morgan County, State of Utah _described below:

Subdivision Section Township Range <u>P.M.</u> 1,2,3,5 2 North SLBAM

Said centerline being more particularly described on the attached Exhib

This right-of-way and easement shall carry with it the right of ingress and egress to and from, and access on and alo said right-of-way, with the right to use existing roads, for the purpose of constructing, inspecting, repairing, protecting a maintaining the facilities and the removal or replacement of same at will, either in whole or in part, and the replaceme of said pipeline with either like or different size pipe. During temporary periods Grantee may use such portions of the proper slong and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repa removal or replacement of the facilities.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate, prote and maintain the facilities over the right-of-way hereby granted unto the said Grantee, its successors and essigns, and the Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this gran and such rights and easements shall be covenants running with the land and be binding upon Grantor, his heirs, legal representative

Grantee may at any time permanently abandon said right-of-way and at its discretion may remove or abandon in place Improvements constructed thereon and upon such abandonment action, Grantee may at its discretion execute and record reconveyance and release hereof, whereupon this right-of-way and easement and all rights and privileges herein mutually grante shall be fully cancelled and terminated.

Grantee shall compensate the Grantor for all damages to Grantor's growing crops, pasture, fences, livestock and other real or personal property improvements caused by the construction, maintenance, repair, replacement or removal of the facilitie Grantee shall compensate the Grantor for all damages to Grantor's timber caused by the initial construction of the facilitie. thereafter, Grantee shall have the right to cut and keep clear without payment of damages all trees, brush and other obstruction that may in the Grantee's opinion endanger, hinder or conflict with the construction, operation, inspection, protection, maintenance and use of said facilities, WITHIM THE SO' BAYEMENT HERBIN OF ANTED INDEED. MB (An

Grantee further agrees that within a reasonable time following the completion of construction, Grantee shall restore sai right-of-way. Restoration shall include, where necessary, final grading, reseeding and installation of erosion control structures.

Grantor reserves the right to use and enjoy said property except for the purposes herein granted, but such use shall no hinder, conflict or interfere with Grantee's surface or subsurface rights hereunder or disturb its facilities and no road, reservoir excavation, change in surface grade, obstruction or structure shall be constructed, created or maintained on, over, along of within said right-of-way without Grantee's prior written consent. Grantee shall, during initial construction in cultivated lands bury said pipeline and/or communications cable to a minimum depth of 30 inches. > \$4.10 (04490) Stute NOT BE CHARACTED WITHOUT STUTE NOT BE CHARACTED STORY NOT STORY NOT BE CHARACTED STORY OF STORY NOT STORY

Grantor represents and warrants that he is the owner in fee simple of the said described land. Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said land and thereupor be subrogated to such lien and rights incident thereto.

It is hereby understood that the parties securing this grant in behalf of the Grantee are without authority to make any covenant or agreement not herein expressed.

WITNESS THE EXECUTION HEREOF THE DAY OF	
By /) / /	U
Londa Climich	Goldfleck Corporation
(Witness to Signature(s)	- D. J. 1128

Project Name

<u>Its President</u>

Entry No. 40439 Book HSU

RECORDED 6-6-7 // at // // M Page 502

REQUEST of X 1/10 Kill U

FEE Florence M Whitaker, Morgan Co. Recorder s / 5.5

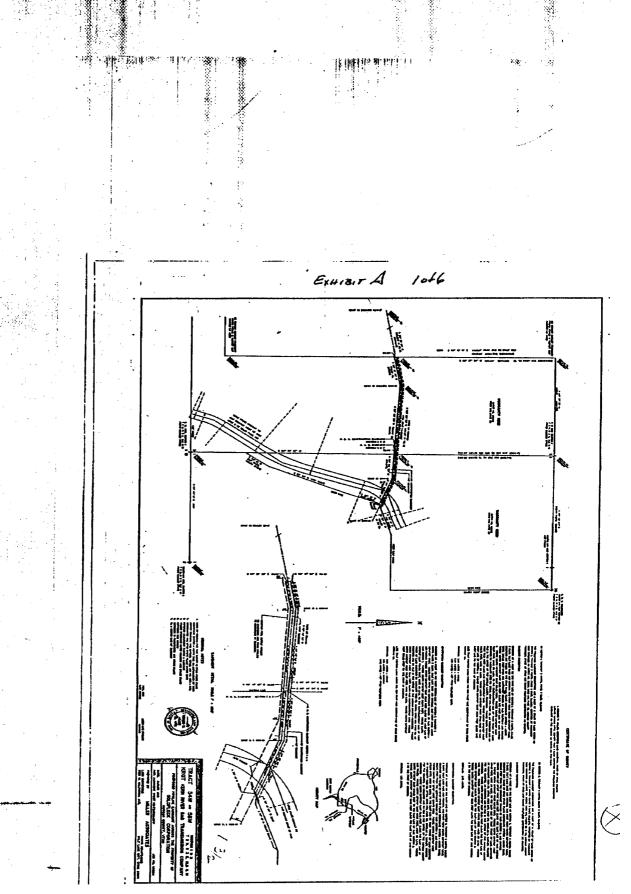
By Abbuta Holl

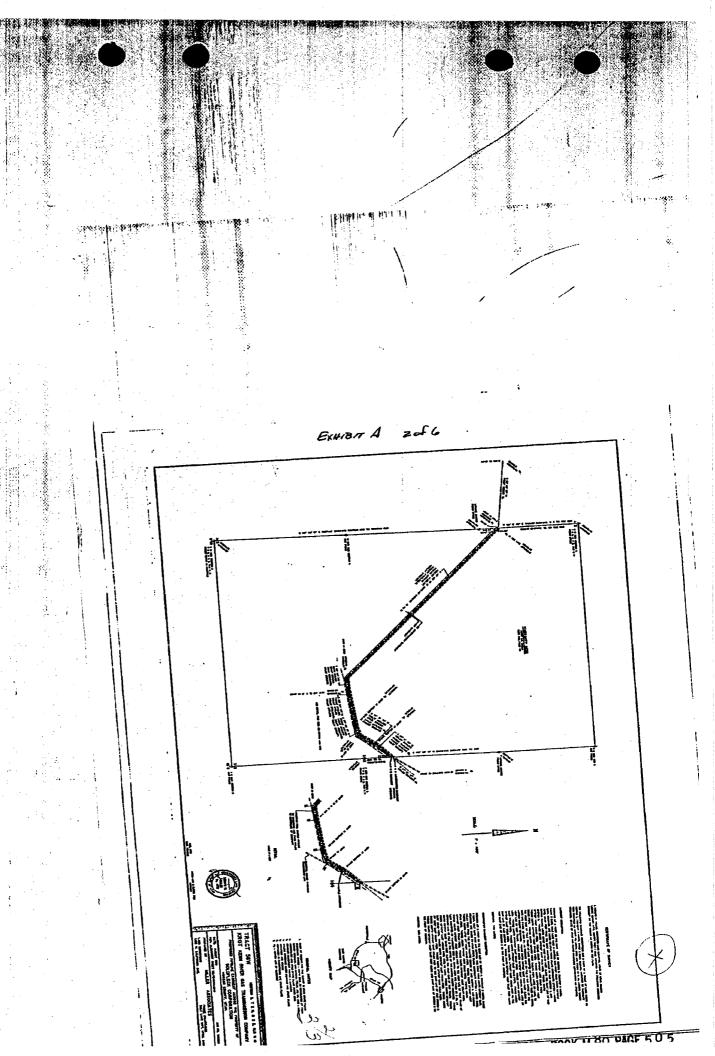
CORPORATE

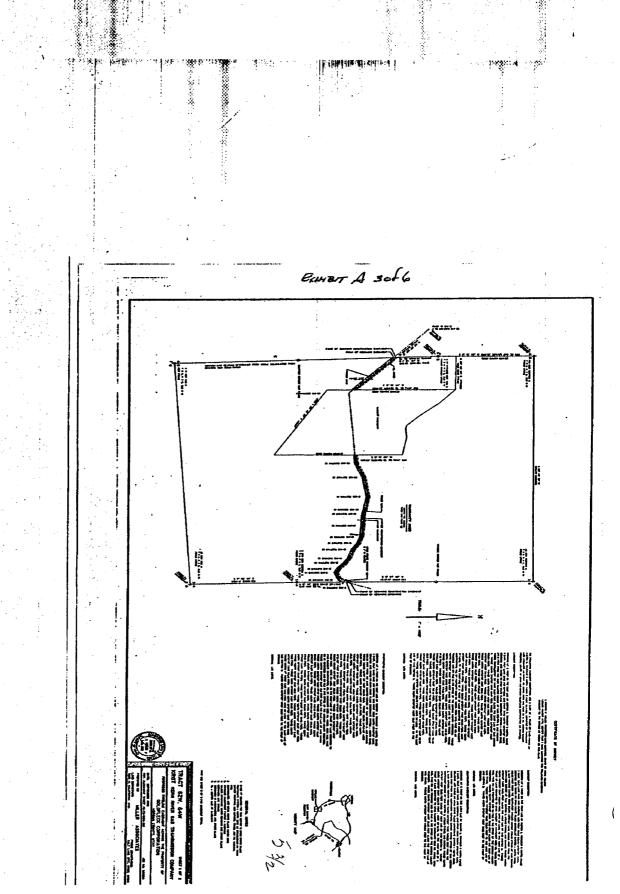
STATE OF UTAH
COUNTY OF WEBER

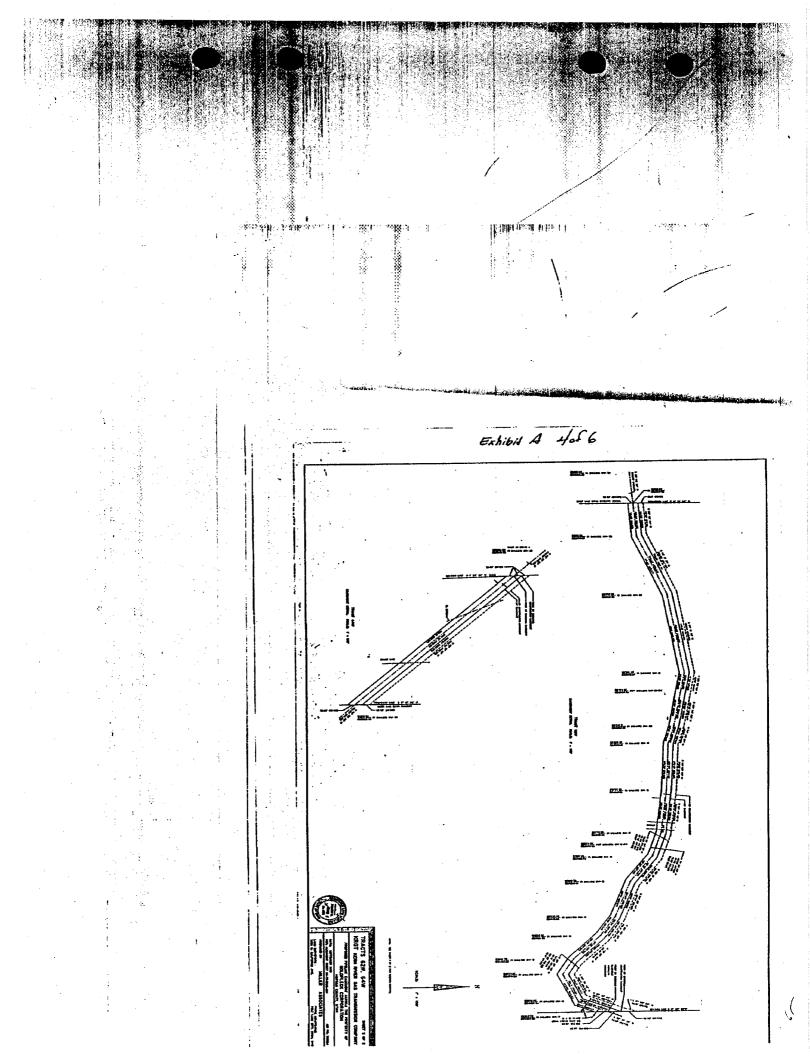
on the day of line. 1991, personally appeared before me, Deo A. Wolfard, who, being by me duly sworn, did say that he is the President of Goldfleck Corporation and that the Easement and Right-of-Way was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said Deo A. Wolfard acknowledged to me that said corporation executed the same.

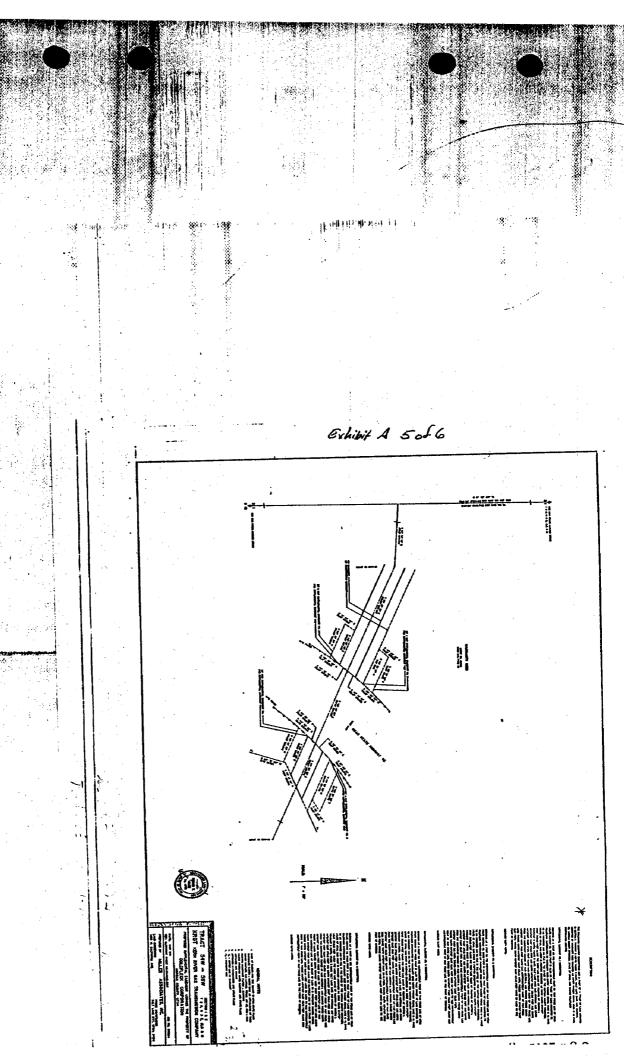
My Commission expires July 6,1991 Senda Smith Notary Popular











- PACTS STUL SOU

7

DESCRIPTION

THE FOLLOWING EASEMENT DESCRIPTIONS ARE A PART OF A TRACT OF LAIB SITUATED IN SECTION I, TOWNSHIP 2 MORTH, RANCE 3 EAST, SALT LAKE BASE AND WERDAM, CONVEYED BY WARRANTY DEED BECORDED AS ENTRY MAMBER SOCIA, SOCK IN 41, PAGE 64, MORGAN COUNTY RECORDER, STATE OF UYAN, AND MAINING GOLDFLECK CORPORATION GRANTEE.

1000

SECURIMON AT A POINT ON THE MORTHWISTERS, RESERT OF WAY FENCE LINE OF UTAM SOLDFLECK CORPORATION BY WARRANTY DEED ENTRY MARKER SOOSS, BOOK M 4, PAGE AS A RECORDED AND ON FILE IN THE METRY MARKER SOOSS, BOOK M 4, PAGE AS A RECORDED AND ON FILE IN THE OFFICE OF THE MOREAM COLMITY RECORDER, STATE OF UTAM, SAD POINT IN FURTHER DESCRIBED AS BEENS BOUTH 0-4707 STATE OF UTAM, SAD POINT IN FURTHER DESCRIBED AS BEENS BOUTH 0-4707 TOWNSHIP IN MORTH READ AS LAST, SALT LAKE BASE AND MERRIAM, AND SOUTH VOINSHIP IN MORTHWIST LAST AND SALT LAKE BASE AND MERRIAM, AND SOUTH METALS AS THE SELT AND SOUTH PARTY FART STORE FET AND SOUTH FARTY FART STORE OF WAY FET ALLOWS AND MORTHWIST STREET AND SOUTH FROM THE MORTHWIST CORNER OF SAN MORTHWIST CORNER OF AND MORTHWIST HIM OF MAY FRICE LINE STREET HAS SOUTH OF MAY FRICE LINE STREET MORTHWIST CORNER OF SAN MORTHWISTERNY BRITT OF WAY FRICE LINE STREET MORTHWIST CORNER OF SAN MORTHWISTERNY BRITT OF WAY FRICE LINE STREET MORTHWIST CORNER OF SAN MORTHWISTERNY BRITT OF WAY FRICE LINE STREET MORTHWIST SOUTH OF WAY FRICE LINE STREET MORTHWIST HAVE SOUTH OF WAY FRICE LINE STREET MORTHWIST HAS SOUTH OF WAY FRICE LINE STREET MORTHWIST HAS SOUTH SETZED WEST TO SAN MORTHWISTERNY BRITT OF WAY FRICE LINE STREET MORTHWIST HAS SOUTH SETZED WEST TO SAN MORTHWISTERNY BRITT OF WAY FRICE LINE STREET MORE OR LESS TO THE POINT OF BEOMBOUND.

CONTAINS Q.Q74 ACRES.

SUPPLEMENTAL EASEMENT NO. 2 DESCRIPTION

BEGINSHE AT A POINT ON THE MORTHWISTERLY RIGHT OF WAY FENCE LINE OF UTAM STATE HORMAN 46, WHICH POINT IS ALSO ON THAT TRACT OF LAND CONVEYED TO STATE HORMAN 46, WHICH POINT IS ALSO ON THAT TRACT OF LAND CONVEYED TO STATE HORMAN 46, WHICH POINT IS ALSO ON THAT TRACT OF LAND CONVEYED TO SEA SERCOMED AND ON FILE IN THE OFFICE OF THE MOREAM COUNTY RECORDER, SEA AS RECORDED AND ON FILE IN THE OFFICE OF THE MOREAM COUNTY RECORDER, WEST UP ALONG THE WEST LINE SHADE OF SECTION 1, WEST WORDER FEAT ALONG THE WEST LINE SHADE OF SECTION 1, WEST WHICH RANGE 3 EAST, SAIT LANG SAIK AND MERCHAM, AND SOUTH SECTION 28 EAST STATE SEET AND SOUTH SECTION 28 EAST STATE SEET AND SOUTH SECTION 1, AND RUSEWING THE MORTHWISTE CONFER OF SAID SECTION 1, AND RUSEWING THE MORTHWISTER CONFER OF SAID SECTION 1, AND RUSEWING THE MORTHWISTER CONFER OF SAID SECTION 1, AND RUSEWING THE MORTHWISTER CONFER OF SAID SECTION 1, AND RUSEWING THE MORTHWISTER CONFER OF SAID SECTION 1, AND RUSEWING THE MORTHWISTER CONFER OF SECTION 2007 WEST SAID SECTION 1, AND RUSEWING THE MORTHWISTER OF MORTHWISTER 25 EAST EAST SEAS FEET MORE OR LESS TO SAID MORTHWISTERLY RIGHT OF WAY FENCE LINE, THE MORTHWISTERLY RIGHT OF WAY FENCE LINE TO THE POINT OF BEGINNING.

CONTAINS 0.077 ACRES.

SUPPLEMENTAL EASEMENT NO. 3 DESCRIPTION

SEGMENTS AT A POINT ON THE SOUTHEASTERLY RIGHT OF WAY FENCE LINE OF UTAH
STATE HOWNAY BO, WHEN POINT IS ALSO ON THAT TRACT OF LAND CONVEYED TO
SOLDFLECK COMPORATION BY WARRANTY DEED EAST MADDESS COUNTY MECONICH,
SO AS RECOMPORATION BY WARRANTY DEED EAST MADDESS COUNTY MECONICH,
STATE MEGACINED AND ON FILE IS THE OFFICE OF SECTION CONTINUES.
STATE MEGACINE AND ONLY IS FRITTHER DESCRIPT, MECONICH, AND SOUTH OF A TOTAL
STATE AND SOUTH WEST LINE LANCE ASE AND MECROUM, AND SOUTH
SOUTHWEST 2 MORTH, AND STATE STATE OF AS FELT AND
SOUTH SOUTH SOUTH SOUTH SOUTH SOUTH SOUTH
FROM THE MORTHWEST SCHOOL OF SAD SECTION I, AND REASON THEM, FRUME LINE
FROM THE MORTHWEST SCHOOL OF SAD SECTION I, AND REASON THEM, FRUME THE
FROM THE MORTHWEST SCHOOL OF SAD SECTION I, AND REASON THEM, FRUME THE
FROM THE MORTHWEST SCHOOL OF SAD SECTION I, AND REASON THEM, FRUME THE
FROM THE MORTHWEST SCHOOL OF SAD SECTION I, AND REASON THEM, FRUME THE
FROM THE MORTHWEST SCHOOL OF SAD SECTION I, AND REASON THEM, FRUME
FROM THE MORTHWEST SCHOOL OF SAD SECTION I, AND REASON THEM, FRUME
FROM THE MORTHWEST SCHOOL OF SAD SECTION I, AND REASON THEM, FRUME
FROM THE MORTHWEST SCHOOL OF SAD SECTION I, AND REASON THEM, FRUME
FROM THE MORTHWEST SCHOOL OF SAD SECTION I, AND REASON THEM, FRUME
FROM THE MORTHWEST SCHOOL OF SAD SECTION I, AND REASON THE STATE SCHOOL
SOUTH SCHOOL OF THE SOUTH SCHOOL OF THE SCHOOL OF THE
FROM THE MORTHWEST SCHOOL OF THE SCHOOL OF THE SOUTH SCHOOL OF THE
FROM THE MORTH SCHOOL OF THE SCH

CONTAINS 0.000 ACRES.

SUPPLEMENTAL EASEMENT NO. 4 DESCRIPTION

N



DESCRIPTION

THE FOLLOWING EAGLMENT DESCRIPTIONS ARE A PART OF A TRACT OF LAID STUATED IN SECTION 8, TOWNSHIP 2 NORTH, RAIME S EAST, SALT LAKE SASE AND MERSAR, CONVEYED BY WARRARTY DEED RECORDED AS ENTRY MAMBER GOOSS, BOOK M. 4, PAGE 55, NORGAN COUNTY RECORDER, STATE OF UTAIL, AND NAMING SOLDFLECK CORPORATION SHANTEEL.

ENTAL EASEMENT NO. | DESCRIPTION.

BECOMMING AT A POINT ON THE MORTHERLY RIGHT OF WAY FENCE LINE OF UTAN
STATE HOMMAY 68, WHICH POINT IS ALSO ON THAT TRACT OF LAND CONVEYED TO
GOLD-LECK CORPORATION BY WARRANTY BEED ENTRY MARBER SOOSE, BOOK M 4, P.
SS AS RECORDED AND ON PLE BY THE OFFICE OF THE MORENA COUNTY RECORDER,
STATE OF UTAN, SAID POINT IS FURTHER DESCRIBED AS BEING MORTH OFOTOD.
EAST 974.28 FERT ALONG THE EAST LINE BABLE OF SALANDE OF SECTION,
TOWNSHIP 2 MORTH, RANGE S EAST, SALT LANC BABLE AND MERIDAN, AND SOUTH
SCHOOL STATE OF THE SECTION OF SECTION OF SECTION OF SAID WINDOWS AND THEMSE MORTH SOTODY WEST GLIS FEET ALONG SAID
MORTHERLY RIGHT OF WAY FERCE, THEMSE MORTH 22*3723* EAST NOLLY FEET,
THEMSE SOUTH SOTONY EAST SOAS FEET, THEMSE MORTH 22*3723* EAST NOLLY FEET,
THEMSE SOUTH SOTONY EAST SOAS FEET, THEMSE MORTH 22*3723* EAST NOLLY FEET,
THEMSE SOUTH SOTONY EAST SOAS FEET, THEMSE MORTH 22*3723* EAST NOLLY FEET,
THEMSE SOUTH SOTONY EAST SOAS FEET, THEMSE MORTH 22*3723* EAST NOLLY FEET,
THEMSE SOUTH SOTONY EAST SOAS FEET, THEMSE MORTH 22*3723* EAST NOLLY FEET,
THEMSE SOUTH SOTONY EAST SOAS FEET, THEMSE MORTH 22*3723* EAST NOLLY FEET,
THEMSE SOUTH SOTONY EAST SOAS FEET, THEMSE MORTH 22*3723* EAST NOLLY FEET,
THEMSE SOUTH SOTONY EAST SOAS FEET, THEMSE MORTH 22*3723* EAST NOLLY FEET,
THEMSE SOUTH SOTONY EAST SOAS FEET, THEMSE MORTH 22*3723* EAST NOLLY FEET,
THEMSE SOUTH SOAD FEET, THEMSE MORTH 22*3723* EAST NOLLY FEET,
THEMSE SOUTH 22*3723* MEST

• 🚕

Bearing.

\$\$ 100 may 100

Acc 13

SUPPLEMENTAL EASEMENT NO. 2 DESCRIPTION

CONTAINS 0.037 ACRES.

SUPPLEMENTAL EASCHMENT NO. 3 DESCRIPTIONS

SECONDARY AT A POINT ON THE SOUTHERLY RIGHT OF WAY FENCE LIBE OF UTAM
STATE HORMWAY 66, WROCH POINT IS ALSO ON THAT TRACT OF LAND CONVEYED TO
GOLD/LCCK CORPORATION SY WARRANTY DEED ENTRY MANBER BOOSS, BOOK M. 4, P.
55 AS RECORDED AND ON PLE B THE OFFICE OF THE MIRRANT COUNTY RECORDER,
STATE OF UTAM, SAID POINT IN FURTHER DESCRIBED AS BEING HORTH O'OTHO'
EAST STALE FEET ALOND THE EAST LIBE HARES OF SELVENING OF SECTION G,
TOWNSHIP 2 NORTH, RANGE 3 EAST, SALT LANC SAIG AND MERDANA, AND SOUTH
SCITTOR S, AND RUMBHOD THEMCE SOUTH STOTOTO? EAST ZAIG FEET AND SOUTHERLY
RIGHT OF WAY FERICE LIBE SHAPE FROM THE EAST GUARTIER CORNER OF SAI
SCITION S, AND RUMBHOD THEMCE SOUTH GOTOTO' EAST ZAIGN SAID SOUTHERLY
RIGHT OF WAY FERICE LIBE SOL4 FEET MORE OF LESS TO SAID EAST LIBE OF SAID
SCOTION S, THENCE SOUTH SCITTON WEST SAIS FEET ALONS SAID SOUTHERLY
SAID SECTION O, THENCE SOUTH 22'37'23' WEST 94-39 FAST EAST CALS FEET, THEMCE
NORTH 22'37'23' EAST 45-68 FEET TO THE POINT OF SEGMENING.

CONTABLE 0.098 ACRES.