

60638

KERN RIVER GAS TRANSMISSION COMPANY
RIGHT-OF-WAY AND EASEMENT

STATE OF UTAH
COUNTY OF MORGAN

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, hereinafter referred to as Grantor for and in consideration of the sum of TEN DOLLARS AND OTHER CONSIDERATIONS, to the Grantor in hand paid by KERN RIVER GAS TRANSMISSION COMPANY, P. O. Box 58900, Salt Lake City, Utah 84158-0900, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, a right-of-way and easement to locate, survey a route, construct, entrench, maintain, protect, inspect and operate one 36-inch diameter natural gas pipeline with appurtenances including valves, metering equipment, electrical cable, cathodic equipment, underground conduit, cables and splicing boxes (said pipeline, appurtenances, valves, metering equipment, cathodic equipment, underground conduits, cables and splicing boxes being hereinafter sometimes collectively called the "facilities") over, under and through the hereinafter described land, approximately along the line designated by survey heretofore made or hereafter to be made by Grantee, through and over the said land on a right-of-way 50 feet in width being 25 feet on the northerly side and 25 feet on the southerly side of the centerline of the first pipeline constructed hereunder, situated in Morgan County, State of Utah described below:

<u>Subdivision</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>P.M.</u>
	5	2N	3E	SLB&M

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As more particularly described on the attached Exhibit "A".

Subject to the terms and conditions shown on Attachment I.

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This right-of-way and easement shall carry with it the right of ingress and egress, and access on and along said right-of-way, for the purpose of constructing, inspecting, repairing, protecting and maintaining the facilities and the removal or replacement of the same at will, either in whole or in part, and the replacement of said pipeline with either like or smaller size pipe. During temporary periods Grantee may use such portions of the property along ~~and~~ said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate, protect and maintain the facilities over the right-of-way hereby granted unto the said Grantee, and such rights and easements shall be covenants running with the land and be binding upon Grantor, his heirs, legal representatives and successors in title.

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 a reconveyance and release hereof, whereupon this right-of-way and easement and all rights and privileges herein mutually granted 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 facilities. Grantee shall compensate the Grantor for all damages to Grantor's timber caused by the initial construction of the facilities; thereafter, Grantee shall have the right to cut and keep clear without payment of damages all trees, brush and other obstructions that may in the Grantee's opinion endanger, hinder or conflict with the construction, operation, inspection, protection, maintenance and use of said facilities.

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

BOOK M 81 PAGE 330

Page 2
Right-of-Way and Easement
Parcel 63W

Grantor reserves the right to use and enjoy said property except for the purposes herein granted, but such use shall not 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 or within said right-of-way without Grantee's prior written consent. Grantee shall, during initial construction, bury said pipeline to a minimum depth of 30 inches.

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 thereupon 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 HERE OF THE 26th DAY OF July, 1991.

By

Witness to Signatures(s)

Project Name

Land No. 63W

Stan Naisbitt

Stan Naisbitt

Stan Naisbitt Construction, Inc.

By: Stan Naisbitt
Stan Naisbitt, President

KERN RIVER GAS TRANSMISSION CO.

By: William A. Bushman
Attorney-in-Fact

Entry No.	60638*	Book	M81
RECORDED	7-26-91 10:55	M	Page 330
REQUEST of	Kern River		
FEE	Florence L. Whitaker, Morgan Co. Recorder		
\$	12.50	By	Jacinta Hing