

# 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

5 2/3

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

Subject to the terms and conditions shown on Attachment I.

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 adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities.

*adjacent*

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.

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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 26<sup>th</sup> DAY OF July, 1991.

By \_\_\_\_\_

Stan Naisbitt

Witness to Signatures(s)

Stan Naisbitt

Project Name

Stan Naisbitt Construction, Inc.

Land No. 63W

By: Stan Naisbitt  
Stan Naisbitt, President

KERN RIVER GAS TRANSMISSION CO.

By: Merrilee A. Bachman  
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	<u>Loretta Hinger</u>

INDIVIDUAL

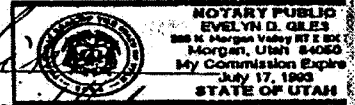
STATE OF UTAH )  
COUNTY OF MORGAN )

On the 26<sup>th</sup> day of July, 1998, personally appeared before me Stan Naisbitt and, who duly acknowledged to me that he executed the same.

My Commission expires:

July 17, 1993

*Evelyn A. Giles*  
Notary Public  
Residing at: *Morgan, Utah*



CORPORATE

STATE OF UTAH )  
COUNTY OF MORGAN )

On the 26<sup>th</sup> day of July, 1998, personally appeared before me Stan Naisbitt, who, being by me duly sworn, did say that he is President, of the Stan Naisbitt Construction Inc., and that the Exclusive Right-of-Way and Easement was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said STAN NAISBITT acknowledged to me that said corporation executed the same.

My Commission expires:

July 17, 1993

*Evelyn A. Giles*  
Notary Public  
Residing at: *Morgan, Utah*

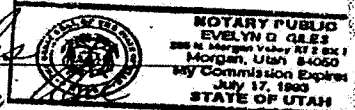




EXHIBIT A

TRACT NO. 63W

PROPERTY DESCRIPTION

A part of the Northwest Quarter and the Southwest Quarter of Section 5 Township 2 North Range 3 East Salt Lake Base and Meridian; Beginning at a point which is South 1554.27 feet., East 772.82 feet, South 44°22'20" East 446.08 feet; South 37°02'31" East 104.66 feet from the Northwest corner of said Section 5; and running thence along the Highway Right of Way fence five courses described as follows: South 37°02'31" East 351.77 feet; South 41°41'05" East 362.36 feet, South 76°21'32" East 74.91 feet, North 82°04'11" East 192.21 feet; South 78°36'38" East 417.16 feet; thence South 2503.21 ft. thence North 55°35'36" West 1363.55 feet; thence North 2357.64 feet to the point of beginning.

A part of the Northwest Quarter and the Southwest Quarter of Section 5 T2N, R3E, Salt Lake Base and Meridian. Beginning at a point which is South 1554.27 feet and East 772.82 feet from the Northwest corner of Section 5 Township 2 North Range 3 East, Salt Lake Base and Meridian, and running thence along the Highway Right of Way fence South 44°22'20" East 446.08 feet; thence South 37°02'31" East 104.66 feet; thence South 2357.64 feet; thence North 55°35'36" West 454.52 feet; thence North 2503.21 feet to the point of beginning.

Said centerline shall be located within the 200 foot wide designated FERC corridor.

ATTACHMENT I

PARCEL 63W

Grantee shall remove all construction waste and debris after completion of construction activities.

Grantee shall reseed disturbed areas along the right-of-way with a seed mix native to the area as specified by the ACS.

Grantee shall restore the property after construction to as close to the original condition as is practicable.

Grantee shall excavate the upper 12"-24" of topsoil over the trench area and shall stockpile the topsoil separately from the remaining ditch spoil. To the extent practicable, during trench backfilling operations, the topsoil shall be returned to the trench last to retain soil fertility.

Grantor reserves the right to cross the pipeline right-of-way with roads and/or other utility lines provided that all such crossings are made with the prior written consent of the Grantee and subject to the safety and encroachment standards of Kern River Gas Transmission Company. Said consent shall not be unreasonably withheld.

In addition to all of the other rights and privileges which are reserved to Grantor as a matter of law, there is expressly reserved to the Grantor all oil, gas and other minerals in, on or under the described lands.

The rights and privileges herein granted shall not be assigned except to a wholly owned affiliate of the Grantee or its parents, The Williams Companies, Inc. and Tenneco, Inc., until after construction and restoration are completed.

Grantee shall make every effort to limit construction activities to the 50 foot easement and 75 foot temporary easement area. In the event construction activities extend beyond said area Grantee shall pay additional damages for the areas affected.

Grantee shall make every reasonable effort to complete construction and initial restoration within 60 days of the commencement of work on said property except for reseedling which may be delayed until the proper season.

At the completion of construction and restoration the Grantor shall be notified. A representative of the Grantee shall meet with the Grantor to inspect the right-of-way and determine that all stipulations have been complied with.

Grantor reserves the right to grant other easements insofar as this is a non-exclusive right-of-way, and said uses shall be compatible with the purposes of the easement herein granted.

Grantee shall provide to Grantor, within one (1) year following the pipeline being placed in service, an as-built survey plan of the permanent pipeline easement.