

OK PKE

KERN RIVER GAS TRANSMISSION COMPANY

EXCLUSIVE RIGHT-OF-WAY AND EASEMENT

Entry No. 76863, Book 235 Page 57
Recorded July 5, 1980 Time 2:04 P. Fee 8.10 50
Request of James R. Jones
LINDA S. CARTER MILLARD CO. RECORDER by RKC

STATE OF Utah
COUNTY OF Millard

SJC PKE

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 8900, Salt Lake City, Utah 84108, 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, an ~~exclusive~~ *OK PKE* right-of-way and easement to locate, survey a route, construct, entrench, maintain, protect, inspect and operate a pipeline ~~and/or communications cable~~ *OK PKE* with appurtenances including but not limited to valves, metering equipment, electrical cable, cathodic equipment, underground conduit, cables, splicing boxes and roads (said pipeline, ~~communications cable~~, appurtenances, valves, metering equipment, cathodic equipment, underground conduits, cables, splicing boxes and roads 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 Easterly side and 25 feet on the Westerly side of the centerline of the first pipeline and/or communications cable constructed hereunder, situated in Millard County, State of Utah described below:

<u>Subdivision</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>P.M.</u>
<u>W$\frac{1}{2}$ of SW$\frac{1}{4}$</u>	<u>23</u>	<u>18 S</u>	<u>3 W</u>	<u>S.L.M.</u>

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

For a detailed description of said right-of-way see Exhibit "B" attached hereto and made a part hereof.

This right-of-way and easement shall carry with it the right of ingress and egress to and from, and access on and along said right-of-way, with the right to use existing roads, for the purpose of constructing, inspecting, repairing, protecting and maintaining the facilities and the removal or replacement of same at will, either in whole or in part, and the replacement of said pipeline with either like or different 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.

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, its successors and assigns, and the Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, 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.

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 in cultivated lands, bury said pipeline and/or communications cable 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 HEREOF THE 27 DAY OF June 19

By [Signature]
Witness to Signatory(s)

[Signature]
Owen W. Cahoon

Project Name _____
Land No. 274 Dwg. No. _____

[Signature]
Paul K. Cahoon

INDIVIDUAL

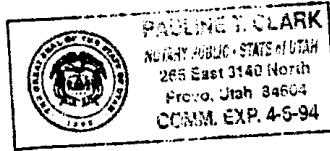
STATE OF Utah ;
COUNTY OF Utah ;

On the 29 day of June, 1940, personally appeared before me
Pauline T. Clark and, who duly acknowledged to me that () he
executed the same.

My Commission expires:

4-6-94

Pauline T. Clark
Notary Public
Residing at:



INDIVIDUAL

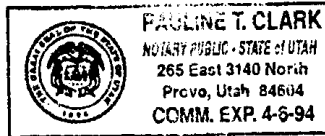
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EXHIBIT "A"

1. Grantee shall notify Grantor of the construction schedule a minimum of 48 hours prior to the initiation of construction activities on the Grantor's land. Grantor may be contacted at (801) 375-0776 or (801) 864-3214.
2. Grantee agrees to H-brace all fences prior to cutting and to return all fences to a condition equal to or better than that which existed prior to construction.
3. Grantee shall install an agway type gate to prevent unauthorized access along the right-of-way. Where gates are installed, the Grantor and Grantee shall have keys to any locks which may be installed.
4. Following right-of-way clearing, trees 4 inches in diameter or greater shall be cut into (4 foot to 8 foot) lengths and stacked along the edge of the right-of-way. Remaining slash and brush shall be chipped, burned, or redistributed along the right-of-way after construction to assist restoration efforts.
5. Grantee shall re-seed disturbed areas along the right-of-way with a seed mix native to the area or as specified by the Grantor.
6. In the event the Grantee fails to initiate construction activities within the right-of-way and easement within a period of five years from the execution date hereof, said right-of-way agreement and easement shall become null and void.

76863

EXHIBIT "B"

TRACT NO. 274
MILLARD COUNTY, UTAH

A portion of 80 acres, being the W 1/2 of the SW 1/4 of Section 23, T18S-R3W, Salt Lake Base and Meridian, Millard County, Utah. Said portion being more particularly described as follows:

A strip of land fifty feet (50') in width, being twenty-five feet (25') on either side of the following described centerline:

BEGINNING at a point on the north line of the E 1/2 of the SE 1/4 of Section 23, T18S-R3W, Salt Lake Base and Meridian, County of Millard, State of Utah, said point being South 26° 05' 59" East 2991 feet, more or less, from the northwest corner of said Section 23;

THENCE South 13° 20' 44" West 1191.47 feet, more or less, to a point where the line makes a 16° 24' 00" angle to the left;

THENCE South 03° 03' 17" East 1572.50 feet, more or less, to Point of Exit on the south line of said Section 23, said point being South 89° 58' 32" East 1106 feet, more or less, from the southwest corner of said Section 23.

The right-of-way boundaries of said strip of land shall be shortened or lengthened to enter and exit the parcel on the property boundaries so as to provide for a continuous 50 foot right-of-way width.

The above described strip of land contains 3.17 acres, more or less.

All bearings are based on Utah State Plane Coordinate System - Central Zone.

Within one year following the pipeline being placed "in service", the grantee will complete an as-built survey of the pipeline location and shall cause a new centerline description to be recorded which shall establish the permanent 50 foot wide easement, being 25 feet on each side of said centerline description.