

*OWE
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AWC
Utah*

KERN RIVER GAS TRANSMISSION COMPANY

~~EXCLUSIVE~~ RIGHT-OF-WAY AND EASEMENT

STATE OF
COUNTY OF Millard)

Entry No. 76864 Book 235 Page 61
Recorded July 5, 1990 Time 2:04 P Fee \$14.50
Request of James R. Jones
LINDA S. CARTER MILLARD CO. RECORDER by LLC

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~~ right-of-way and easement to locate, survey a route, construct, entrench, maintain, protect, inspect and operate a pipeline ~~and/or communications~~ *Old PHE ECH REN AWC* cable 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:

Subdivision	Section	<i>OWE PHE ECH REN AWC</i> Township	Range	P.M.
E 1/2 of SW 1/4	23	18 S	3 W	S.L.M.
NW 1/4	26	18 S	3 W	S.L.M.
NE 1/4	27	18 S	3 W	S.L.M.

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 90

By [Signature]
Witness to Signature(s)

SEE SIGNATURE PAGE ATTACHED HERETO

Project Name _____
Land No. 275 Dwg. No. _____

SIGNATURE PAGE

Pauline F. Eckert

WITNESS

Pauline F. Eckert

WITNESS

Pauline F. Eckert

WITNESS

Pauline F. Eckert

WITNESS

Pauline F. Eckert

WITNESS

Owen W. Cahoon

Owen W. Cahoon

Paul K. Cahoon

Paul K. Cahoon

Alton W. Cahoon

Alton W. Cahoon

Edyth May Cahoon Hughes

Edyth May Cahoon Hughes

Luzene Cahoon Allison

Luzene Cahoon Allison

STATE OF Utah)
COUNTY OF Utah)

On the 27 day of June, 1990, personally appeared before me Kevin C. Graham and, who duly acknowledged to me that () he executed the same.

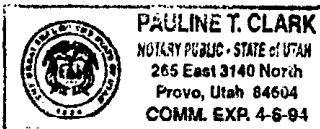
My Commission expires:

4-6-90

Pauline T. Clark

Notary Public
Residing at:

STATE OF Utah)
COUNTY OF Utah)



On the 27 day of June, 1990, personally appeared before me Pauline T. Clark and, who duly acknowledged to me that () he executed the same.

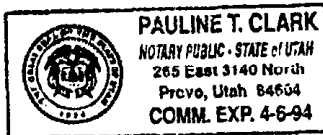
My Commission expires:

4-6-90

Pauline T. Clark

Notary Public
Residing at:

STATE OF Utah)
COUNTY OF Utah)



On the 27 day of June, 1990, personally appeared before me Alton W. Johnson and, who duly acknowledged to me that () he executed the same.

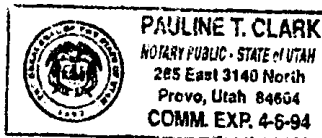
My Commission expires:

4-6-90

Pauline T. Clark

Notary Public
Residing at:

STATE OF)
COUNTY OF)



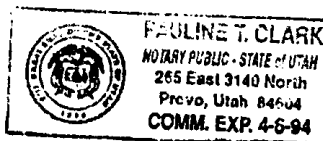
On the 27 day of June, 1990, personally appeared before me Edith Margaret Johnson and, who duly acknowledged to me that () he executed the same.

My Commission expires:

4-6-90

Pauline T. Clark

Notary Public
Residing at:



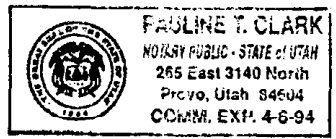
INDIVIDUAL

STATE OF Utah)
)
COUNTY OF Utah)

On the 27 day of June, 1990, personally appeared before me Suzanne Sakonkile and, who duly acknowledged to me that () he executed the same.

My Commission expires:
4-6-90

Pauline T. Clark
Notary Public
Residing at:



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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.

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EXHIBIT "B"

TRACT NO. 275
MILLARD COUNTY, UTAH

A portion of 400 acres, being the E 1/2 SW 1/4 of Section 23, the NW 1/4 of Section 26, and the NE 1/4 of Section 27, 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 Section 26, T18S-R3W, Salt Lake Base and Meridian, County of Millard, State of Utah, said point being South 89° 58' 32" East 1106 feet, more or less, from the northwest corner of said Section 26;

THENCE South 03° 03' 17" East 221.70 feet, more or less, to a point where the line makes a 53° 59' 45" angle to the right;

THENCE South 50° 56' 29" West 893.47 feet, more or less, to a point where the line makes an 11° 54' 39" angle to the left;

THENCE South 39° 01' 50" West, at 664.17 feet, more or less, the west line of said Section 26, also being the east line of Section 27, T18S-R3W, Salt Lake Base and Meridian, being North 00° 14' 53" West 3845 feet, more or less, from the southwest corner of said Section 26, also being the southeast corner of said Section 27, a total distance of 1130.91 feet, more or less, to a point where the line makes a 01° 17' 05" angle to the left;

THENCE South 37° 44' 44" West 748.97 feet, more or less, to a point where the line makes a 12° 10' 35" angle to the left;

THENCE South 25° 34' 09" West 253.02 feet, more or less, to Point of Exit on the south line of the NE 1/4 of said Section 27, said point being North 18° 10' 18" West 2806 feet, more or less, from the southeast corner of said Section 27.

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TRACT NO. 275: Cont'd.

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 3.73 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.