

RETURNED

KERN RIVER GAS TRANSMISSION COMPANY

EXCLUSIVE RIGHT-OF-WAY AND EASEMENT

MAY 21 1991

STATE OF UTAH

SE-11-17-1W

BOOK 1413

RECORDED AT REQUEST OF

Ben Ruel Seince

COUNTY OF DAVIS

0927599

494

1991 MAY 21 AM 8:52

\$10.00

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, hereinafter referred to as Grantor, do hereby, 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 58905, 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, an exclusive right-of-way and easement to locate, survey a route, construct, entrench, maintain, protect, inspect and operate a pipeline and/or communications 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 Davis County, State of Utah described below:

Subdivision	Section	Township	Range	P.M.
A portion of the NE1/4SE1/4 of Section 11, Township 1 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah, being more particularly described on Exhibit "A" 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 15th DAY OF May, 1991

By Preston C. Kimball  
Witness to Signature(s) Preston C. Kimball a/k/a R. C. Kimball

Project Name \_\_\_\_\_  
Land No. 117.03W Dwg. No. \_\_\_\_\_  
117.05W

## EXHIBIT "A"

495

TRACT 117.03W .  
TRACT 117.05W

01-106-0007  
Commencing at a point 0.50 of a chain South of the Northeast corner of the Southeast quarter of Section 11, Township 1 North, Range 1 West, Salt Lake Base and Meridian, and running South 900 feet; thence West 800 feet, more or less, to the East bank of the Bonneville Irrigation Company's Canal; thence Northerly along the East bank of the said Canal 900 feet, more or less, to a point due West of the place of beginning; thence East 800 feet, more or less, to the place of beginning.

0027  
ALSO, commencing at the East 1/4 corner of Section 11, Township 1 North, Range 1 West, Salt Lake Base and Meridian; and running thence South 89°53'31" West along the East-West centerline of said Section 11, 800.00 feet; thence South 33.00 feet to the true point of beginning; thence South 900.00 feet; thence West 71.17 feet; thence North 302.95 feet; thence West 152.66 feet to the Easterly right-of-way line of a state road; thence Northeasterly along said right-of-way line North 12°37'22" East 356.16 feet; thence North 19°01'37" East 263.79 feet; thence North 89°53'31" East 60.00 feet to the true point of beginning. Containing 2.56 acres, more or less.

0008  
ALSO, commencing at the East 1/4 corner of Section 11, Township 1 North, Range 1 West, Salt Lake Base and Meridian, and running thence South 89°53'31" West along the East-West centerline of said Section 11, 800.00 feet; thence South 933.00 feet; thence West 71.17 feet; thence North 302.95 feet; thence West 152.66 feet to the Easterly right-of-way line of a state road and the true point of beginning; thence East 152.66 feet; thence South 110.0 feet; thence West 153 feet, more or less, to said Easterly line of right-of-way; thence Northerly 110 feet, more or less, to point of beginning.

ACKNOWLEDGEMENT---INDIVIDUAL

STATE OF Utah }  
COUNTY OF Wasatch }

On the 15<sup>th</sup> day of May, 1991, personally appeared before me Preston C. Kimball aka P. C. Kimball who duly acknowledged to me that        he executed the same.

My Commission Expires:

Janice E. Tolman  
Notary Public  
Residing at:

Provo, Utah

