

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

RECORDED

E# 933502 BK 1424 PG 175
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1991 JUL 8 2:50 PM FEE 12.50 DEP 5MM
REC'D FOR KERN RIVER GAS TRANSMISSION

STATE OF UTAH

JUL - 8 1991

COUNTY OF DAVIS

SE-11-1N-1W

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, 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 E1/2SE1/4 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.

01-106-0026

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 18 DAY OF JUNE, 1991

By

Witness to Signature(s)

Charles E. Thomas

Project Name

Leona R. Thomas

Land No. 117.04W

Dwg. No.

Walter William Thomas, Jr.
Walter William Thomas, Jr.

Louise B. Thomas

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EXHIBIT "A"

TRACT 117.04W

Beginning 933 feet South from the Northeast corner of the Southeast quarter of Section 11, Township 1 North, Range 1 West, Salt Lake Meridian; thence South 1367 feet; thence West 905 feet; thence South 330 feet; thence West 285 feet to Highway; thence Northerly 322 feet, more or less, to a point 330 feet North and 115 feet East from said Southwest corner of the East half of the Southeast quarter; thence Northwesterly 102 feet, more or less, to a point 392 feet North and 33 feet East from the Southwest corner; thence Northerly 684 feet, more or less, to a point 1075 feet North and 80 feet East from said Southwest corner; thence Northeasterly 969.84 feet, more or less, to the South line of property conveyed in Book 735 at Page 3; thence East 152.66 feet; thence South 302.95 feet; thence East 871.17 feet to point of beginning. Contains 45.35 acres.

LESS THE FOLLOWING:

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 $89^{\circ}53'31''$ 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 the point of beginning.

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ACKNOWLEDGEMENT



STATE OF Hawaii
COUNTY OF Hawaii

On the 18th day of June, 1991, personally appeared before me Walter William Thomas, Jr. and who duly acknowledged to me that he executed the same.

My Commission Expires:

2/21/95

Walter W. Thomas, Jr.
Notary Public
Residing at:
75-5595 Palani Road C-3
Kalaheo HI 96740

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ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____)

On the _____ day of _____, 19____, personally
appeared before me Louise B. Thomas and who duly
acknowledged to me that she executed the same.

My Commission Expires:

Notary Public
Residing at:

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