

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

**RETURNED**

E# 923087 BK 1405 PG 385  
CAROL DEAN PAGE, DAVIS CNTY RECORDER  
1991 APR 11 10:25 AM FEE 8.00 DEP SMM  
REC'D FOR KERN RIVER SERVICE CORP

STATE OF UTAH

**APR 11 1991**

COUNTY OF DAVIS  
SW-12-1N-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 Grantee 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 metering, 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

<u>Subdivision</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>P.M.</u>
A portion of the SW1/4 of Section 12, Township 1 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah, being more particularly described as beginning at the center of Section 12, Township 1 North, Range 1 West, Salt Lake Base and Meridian; thence South 40 chains; thence West 25 chains; thence North 40 chains; thence East 25 chains to the point of beginning, containing 100.00 acres.				
			<u>01-107-0002</u>	

*A PIPELINE MARKER WILL BE PLACED ON THE PROPERTY*

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, when upon the 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 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 any damages to Grantor's timber caused by the initial construction of the facilities; thereafter, Grantee shall have the right to cut an easement without payment of damages all trees, brush and other obstructions that may in the Grantee's opinion endanger 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 enjoyment of the property 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 28 DAY OF MAR, 19 91

By \_\_\_\_\_ GIBBONS & REED COMPANY  
Witness to Signature(s) \_\_\_\_\_  
By: [Signature] Its President

ATTEST: \_\_\_\_\_  
Project Name \_\_\_\_\_  
Land No. 117W Dwg. No. \_\_\_\_\_  
[Signature]  
Asst. Secretary

ACKNOWLEDGEMENT---CORPORATE

STATE OF Utah )  
COUNTY OF SALT Lake )

On the 28<sup>th</sup> day of March, 1991, personally  
appeared before me P.M. Gibbons, who,  
being by me duly sworn, said say that he is the President  
of \_\_\_\_\_

GIBBONS & REED COMPANY

and that the Exclusive Right of Way and Easement  
was signed on behalf of said corporation by authority of a resolution of  
its Board of Directors and said President  
acknowledged to me that said corporaton executed the same.

My Commission Expires:

June 23, 1994

Denise M. Olson

Notary Public

Residing at:

West Valley City, Utah

