

**ENTRY NO. 01190046**

05/31/2022 12:17:58 PM B: 2742 P: 1666

Easements PAGE 1/6

RHONDA FRANCIS, SUMMIT COUNTY RECORDER

FEE 40.00 BY KERN RIVER GAS TRANSMISSION COMPANY



Recorded at the request of  
Kern River Gas Transmission Company

When Recorded Mail to:  
Kern River Gas Transmission Company  
Attn: Land Department  
2755 E Cottonwood Pkwy, Suite 300  
Salt Lake City, UT 84121

**Kern River Gas Transmission Company  
EXCLUSIVE RIGHT-OF-WAY AND EASEMENT**

State of Utah

County of Summit

APN – ROBIN-4-AM

KNOW ALL MEN BY THESE PRESENTS, that the undersigned LUCAS D ROBINSON and JAIMEE D ROBINSON, husband and wife as joint tenants, whose address is 494 E BORDER STATION RD, COALVILLE, UT 84017 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**, 2755 E Cottonwood Parkway, Suite 300, Salt Lake City, Utah 84121, 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, markers 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 more specifically described as:

See attached Exhibits "A" and "B".

To the extent that any discrepancy exists between the legal description and survey heretofore made or hereinafter described and the actual location of the pipeline, the actual location of the pipeline shall govern, with the right-of-way and easement running parallel to and extending twenty-five (25) feet on each side of the actual location of the centerline of the pipeline as it exists on Grantor's 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 only, 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 easement 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 facilities 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 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 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 measures.

Grantee agrees to release the Exclusive Right-Of-Way and Easement granted to Kern River on July 26 1990, and recorded in Book 572, Page 483-87 after construction of the replacement pipeline is complete and abandoned pipe has been removed.

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 of within said right-of-way without Grantee's prior written consent. Grantee acknowledges Grantor's future plans to construct residential driveways on said property. Said driveways may be installed across the easement area as long as, Grantor provides prior written notice to Grantee with plans and specifications for said driveways to be approved by Grantee, Grantor complies with all Grantee's encroachment specifications for the provided plans and specifications, and Grantor allows Grantee's inspector to be present during such construction.

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.

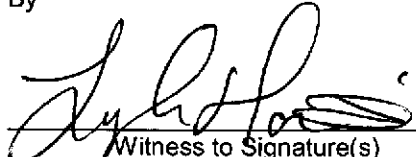
To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this exclusive right-of-way and easement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury cannot be or has not been waived.

It is hereby understood that the parties securing this grant on behalf of the Grantee are without authority to make any covenant or agreement not herein expressed.

*[SIGNATURE PAGE FOLLOWS]*

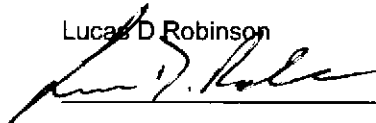
WITNESS THE EXECUTION HEREOF THE 9 DAY OF May, 2022

By

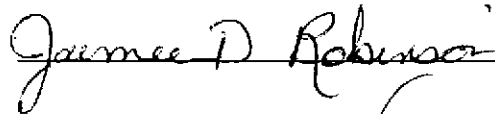
  
\_\_\_\_\_  
Witness to Signature(s)

GRANTOR(S): Lucas D Robinson and Jaimee D Robinson, husband and wife as joint tenants

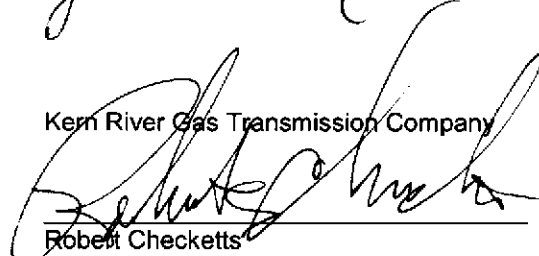
Lucas D Robinson

  
\_\_\_\_\_

Jaimee D Robinson

  
\_\_\_\_\_

Kern River Gas Transmission Company

  
\_\_\_\_\_

Robert Checketts

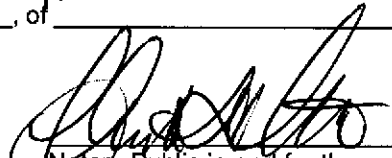
Vice President, Operations and Engineering

ACKNOWLEDGMENT

STATE OF Utah )  
COUNTY OF Summit )

On the 9th day of May, 2022, Lucas D. Robinson and Jaimee P. Robinson personally appeared before me Christa S. Hortin, and being by me duly sworn, did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_ and acknowledged to me that he/she executed the same.

My commission expires:  
1-21-25

  
Notary Public in and for the  
State of Utah




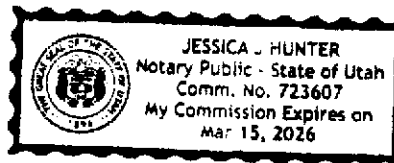
ACKNOWLEDGMENT

STATE OF UTAH )  
COUNTY OF SALT LAKE )

On the 18th day of May, 2022, Robert Checketts personally appeared before me Jessica J. Hunter, and being by me duly sworn, and that the above Exclusive Right-of-Way and Easement was signed on behalf of Kern River Gas Transmission Company, and acknowledged to me that he executed the same.

My commission expires:  
March 15, 2026

  
Notary Public in and for the  
State of Utah



**LEGEND**

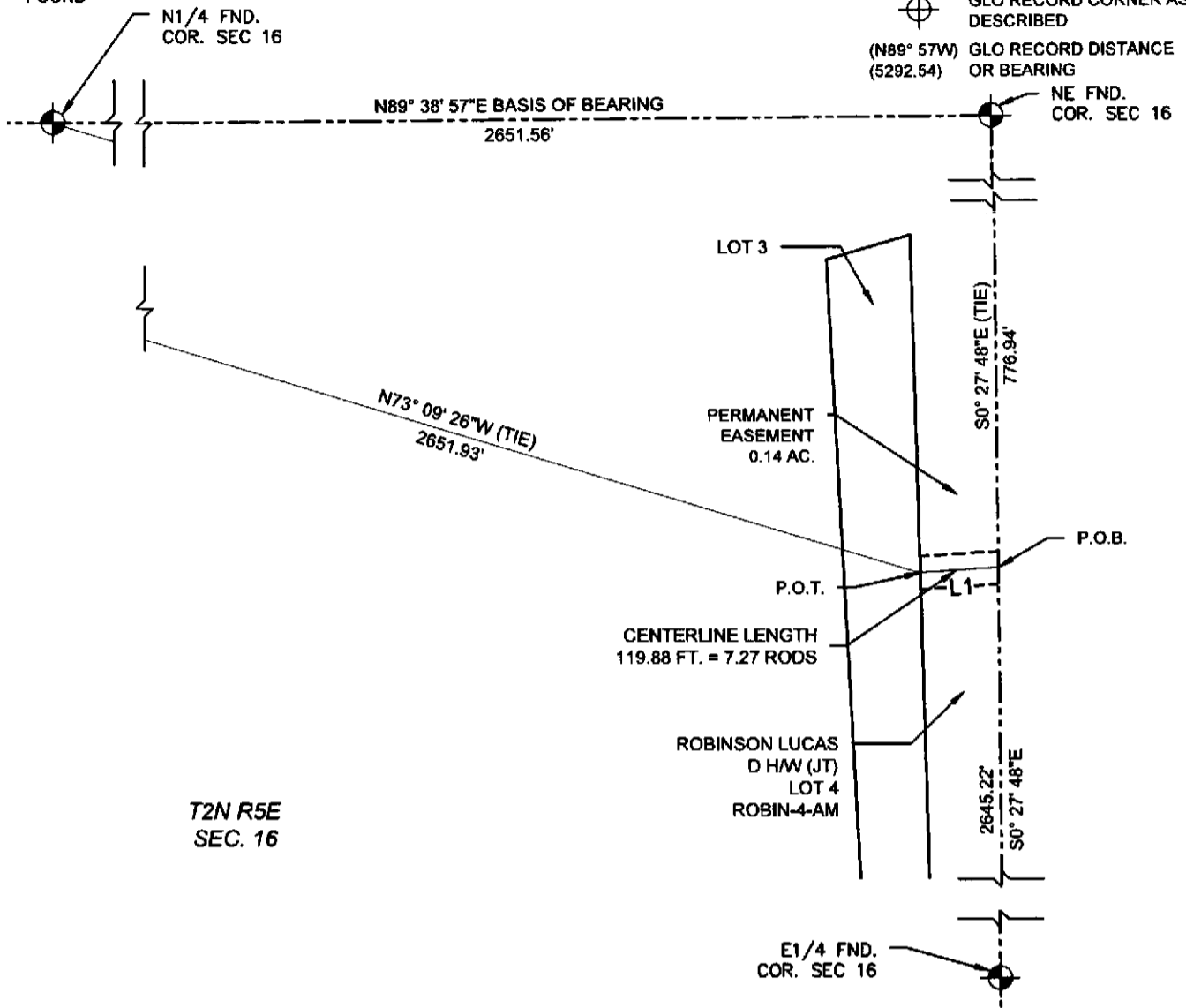
- SECTION LINE (ALIQUOT)
- SECTION LINE (GLO RECORD)
- CENTERLINE
- BOUNDARY
- COR. FND. CORNER FOUND

**EXHIBIT 'A'**

LOT 4, AMENDED ROBINSON SUBDIVISION  
 TOWNSHIP 2 NORTH, RANGE 5 EAST,  
 SALT LAKE BASE AND MERIDIAN  
 NE1/4 SECTION 16  
 SUMMIT COUNTY, UTAH

**LEGEND**

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINUS
- FOUND OR SET ALIQUOT CORNER AS DESCRIBED
- GLO RECORD CORNER AS DESCRIBED
- (N89° 57'W) (5292.54) GLO RECORD DISTANCE OR BEARING



T2N R5E  
 SEC. 16

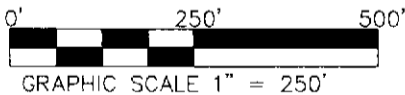
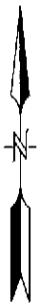
**A PORTION OF LOT 4, OF THE AMENDED ROBINSON SUBDIVISION, SECTION 16,  
 TOWNSHIP 2 NORTH, RANGE 6 EAST, SLBM.,  
 SUMMIT COUNTY, UTAH**

A 50' strip of land lying entirely within Lot 4, of the Amended Robinson Subdivision, parcel ROBIN-4-AM, in the NE1/4 of Section 16, T2N, R5E, Summit County, Utah, said strip being 25' each side of the following described centerline:

Commencing at the Northeast corner of said Section 16, from which the North Quarter corner of said Section bears S89°38'57"W, a distance of 2651.57', said basis of bearings for this description, thence S00°27'48"E, a distance of 776.94' to a point on the east boundary of said Lot 4, ROBIN-4-AM parcel, said point being the **TRUE POINT OF BEGINNING**;

thence S86°18'32"W, a distance of 119.88' to a point on the west boundary of said Lot 4, point being the **POINT OF TERMINUS**.

LINE DATA		
Line #	DISTANCE	BEARING
L1	119.88'	S86° 18' 32"W



**SURVEYOR'S CERTIFICATE**

ANTHONY KNIEVEL  
 P.L.S. NUMBER

I, ANTHONY KNIEVEL, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH DO HEREBY STATE THE MEASUREMENTS AND BOUNDARIES WITHIN THIS EXHIBIT SHOWN HEREON ACCURATELY REPRESENTS TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF THE CONDITIONS THAT DO EXIST. THIS EXHIBIT WAS PREPARED UNDER MY DIRECT SUPERVISION, AND THIS EXHIBIT DOES NOT REPRESENT A WARRANTY OR OPINION AS TO OWNERSHIP, LIENHOLDERS, OR QUALITY OF TITLE.



**SURVEY DATUM**

HORIZONTAL DATUM: NAD83(2011) UTAH NORTH STATE PLANE ZONE (US SURVEY FOOT)

**NOTE:**

1. BASIS OF BEARING IS THE UTAH STATE PLANE GRID, NORTHERN ZONE, NAD 83.
2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON.
3. BEARINGS AND DISTANCES ARE IN GRID COORDINATES
4. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY.
5. SURFACE OWNERSHIP PROVIDED BY CLIENT.

PREPARED FOR:



DRAWN BY: CRN	DATE: 01/08/2022
CHECKED BY: ALK	DATE: 01/08/2022
APP'D BY: GP	DATE: 01/08/2022

**ROBINSON LUCAS D H/W (JT)**

**TOTALS**  
 CL LENGTH = 119.88 = 7.27 RODS

LOT 4, AMENDED ROBINSON SUBDIVISION  
 NE1/4 SECTION 16 T2N, R5E,  
 SALT LAKE BASE AND MERIDIAN  
 SUMMIT COUNTY, UTAH

PREPARED BY:



**EXHIBIT 'A' COALVILLE**  
 01190046 Page 5 of 6 Summit County

## EXHIBIT B

**A PORTION OF LOT 4, OF THE AMENDED ROBINSON SUBDIVISION, SECTION 16,  
TOWNSHIP 2 NORTH, RANGE 5 EAST, SLBM.,  
SUMMIT COUNTY, UTAH**

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