

58640

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

STATE OF UTAH)
) ss.
COUNTY OF MORGAN)

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 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 75 feet in width being 37.5 feet on the North side and 37.5 feet on the South side of the centerline of the first pipeline and/or communications cable constructed hereunder, situated in Morgan County, State of Utah described below:

Subdivision	Section	Township	Range	P.M.
	4	2 North	3 East	S.L.B.&M.

As further described on Attachment "I" 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 18th DAY OF December, 1989

By HARDSCRABBLE, LTD., a Utah Limited Partnership.

Lajuana Albright
Witness to Signature(s)

HARDSCRABBLE, LTD., a Utah Limited Partnership

BY: [Signature], General Partner

Project Name

Land No. 57-W Dwg. No. KE-T2-1000-21W
Draft No. 02202

ISSUED 2/1/89

ATTACHMENT "I"

TRACT NO. 57W
MORGAN COUNTY, UTAH

Hardscrabble, Ltd.

A portion of 77.9 acres, more or less, being all of Lots 8 & 9, Section 4, T2N-R3E, S.L.M., Morgan County, Utah. Said portion being more particularly described as follows:

A strip of land seventy-five feet (75') in width, being thirty-seven and one-half feet (37.5') on either side of the following described centerline:

BEGINNING at a point on the east line of Lot 8, Section 4, T2N-R3E, S.L.M., County of Morgan, State of Utah, said point being South 01° 02' 51" West 1023 feet, more or less, from the northeast corner of said Lot 8, also being South 01° 02' 51" West 1586 feet, more or less, from the northeast corner of said Section 4;

THENCE North 46° 06' 17" West 32.80 feet, more or less, to a point where the line makes a 36° 40' 52" angle to the left;

THENCE North 82° 47' 09" West 1308.80 feet, more or less, to Point of Exit on the west line of said Lot 8, said point being North 01° 21' 05" East 1825 feet, more or less, from the southwest corner of Lot 9 of said Section 4.

The above described strip of land contains 2.31 acres, more or less.

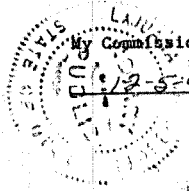
All bearings are based on Utah State Plane Coordinate System - North Zone.

After the pipeline is installed, said centerline description shall be amended to reflect the as-built location of the pipeline, which shall then establish the permanent 75-foot wide easement, being 37.5 feet on either side of said pipeline.

LIMITED PARTNERSHIP

STATE OF UTAH)
)
COUNTY OF Wasatch)

On the 18th day of December, 1987, William J. Critchlow, III personally appeared before me and being duly sworn, did say that he is the General Partner of HARDSCRABBLE, LTD., a Utah Limited Partnership, and that the Exclusive Right-of-Way and Easement was signed in behalf of said Limited Partnership, and said William J. Critchlow, III acknowledged to me that he as such General Partner executed the same.



William J. Critchlow, III
Notary Public
Residing at: Morgan, Utah

Entry No. 58600 Book 773
RECORDED 12-20-87 at 9:23 A M Page 458
REQUEST of rel. J. Thammaraan
FEE Betty L. Green, Morgan Co. Recorder
\$ 8⁰⁰ By William J. Critchlow, III

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