

KERN RIVER GAS TRANSMISSION COMPANY

**EXCLUSIVE RIGHT-OF-WAY AND EASEMENT**

87

STATE OF UTAH  
COUNTY OF UTAH

ENT 19706 BK 2794 PG 497  
NINA B REID UTAH CO RECORDER BY MB  
1991 MAY 24 2:31 PM FEE 9.50  
RECORDED FOR KERN RIVER GAS TRANS CO

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~~ <sup>related to the operations of said pipeline</sup> ~~exclusive~~ right-of-way and easement to locate, survey a route, construct, trench, maintain, protect, inspect and operate a pipeline and or communications cable <sup>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")</sup> 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 Utah County, State of Utah, described below:

Subdivision	Section	Township	Range	P.M.
Lots 3 and 4	3	5 South	1 West	SLB&M

LESS AND EXCEPT that portion of Lot 3 conveyed to Utah County, a Corporation, by Warranty Deed dated May, 1915, and recorded December 7, 1915, as Entry No. 6601 in Volume 154, Page 244 of the Deed Records of Utah County, Utah.

Refer to Exhibit "A" attached hereto and made a part hereof for additional provisions applicable to this Easement Agreement.

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 22 DAY OF APRIL, 19 91

By

Witness to Signature(s)

HOLBROOK FARMS,  
a General Partnership

By: Stephen Holbrook  
Stephen Holbrook  
Stephen Holbrook, General Partner

Project Name

Land No. 300W Dwg. No. \_\_\_\_\_

## EXHIBIT "A"

## TRACT 300W

- (1) Grantee shall re-seed disturbed areas along the right-of-way with a seed mix native to the area or as specified by the Grantor.
- (2) Grantee shall restore the property after construction to as close to the original condition as is practicable.
- (3) Grantee shall fertilize disturbed soils within the right-of-way as recommended by the Soil Conservation Service or with a fertilizer specified by the Grantor.
- (4) In cultivated fields, Grantee shall excavate the upper 12 to 24 inches of topsoil over the trench area and shall stockpile the topsoil separately from the remaining ditch spoil. To the extent practicable, during trench backfilling operations, the topsoil shall be returned to the trench last to retain soil fertility.
- (5) Grantee shall be responsible for the control of noxious weeds on land disturbed by construction activities as may be reasonable necessary.
- (6) Grantee shall provide to Grantor, within one (1) year following the pipeline being placed in service, an as-built survey plat of the permanent pipeline easement.
- (7) Grantor reserves the right to cross the pipeline right-of-way with roads and/or other utility lines provided that all such crossings are made with the prior written consent of the Grantee and subject to the safety and encroachment standards of Kern River Gas Transmission Company.

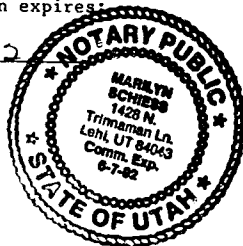
ACKNOWLEDGEMENT---GENERAL PARTNERSHIP

STATE OF Ut. )  
 )  
COUNTY OF Ut. )

On the 22 day of April, 1991, Stephen Holbrook personally appeared before me and being duly sworn, did say that he is the General Partner of HOLBROOK FARMS, a General Partnership, and that the ~~Right-of-Way~~ Right-of-Way was signed in behalf of said General Partnership, and said Stephen Holbrook and Easement Stephen Holbrook acknowledged to me that he as such General Partner executed the same.

My Commission expires:

6-7-92



Marilyn Schiess  
Notary Public  
Residing at:  
Lehi, Ut.