

92-275

RETURNED

KERN RIVER GAS TRANSMISSION COMPANY

SEP 24 1992

01-107-0012
SW 12 1N 1W

NON-EXCLUSIVE RIGHT-OF-WAY AND EASEMENT

STATE OF UTAH

COUNTY OF DAVIS

E# 993222 BK 1535 PG 126
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1992 SEP 24 10:07 AM FEE 11.00 DEP MEC
REC'D FOR YEAMANS, RICHARD D.

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, a 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 pipeline 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 W4SW4	12	1 North	1 West	SLB&M

being more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof.

Additional conditions on Exhibit "B" are attached hereto and by this reference 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 canceled 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.

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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 9th DAY OF September, 1992.

ATTEST:

Margene Isom
Margene Isom
County Clerk/Auditor

Davis County, a body politic of the State of Utah

Gayle A. Stevenson
Gayle A. Stevenson
Chairman, Board of County Commissioners

Land No. 117.01W

STATE OF UTAH)
)
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 9th day of September, 1992, by Gayle A. Stevenson and Margene Isom who duly represented to me that they are the Chairman of the Board of County Commissioners of Davis County and the Davis County Clerk/Auditor, respectively, and that they and each of them signed the above and foregoing instrument in their official capacity and on behalf of Davis County pursuant to a resolution of the Board of Davis County Commissioners.

NOTARY PUBLIC

Nancy L. Burningham

Residing at:

Farmington, Utah

My Commission Expires:

1-3-96

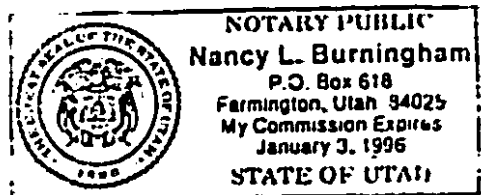


EXHIBIT "B"

TRACT 117.01W

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Grantor further agrees to execute such other documents as may be reasonably necessary to ensure that Grantee receives a clear and unencumbered easement interest in the subject property as described herein.

EXHIBIT "A"



(IN FEET)
1 inch = 400 ft

GRID NORTH

$\phi = -0^{\circ} 15' 50''$
CAF = .9997081 (TO UCS)

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Easement Tract 117.01W

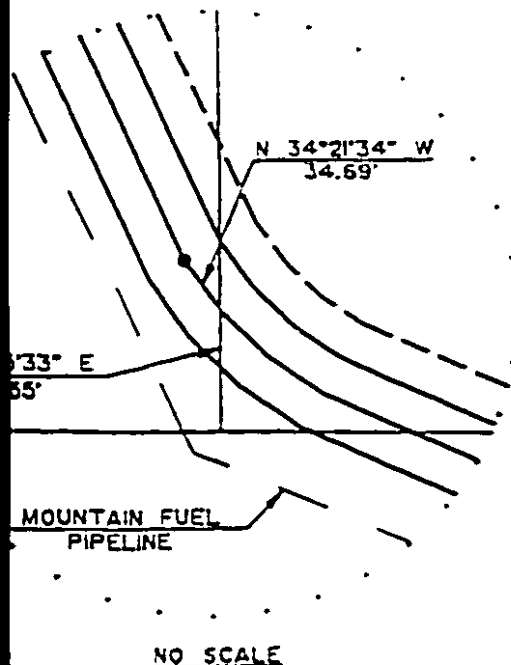
A 50 foot permanent easement, 25 feet on each side of and parallel to a pipeline centerline and a temporary easement for the purpose of constructing same, the northerly line being parallel to and 50 feet distant from said centerline, (side lines to be shortened or lengthened to terminate at the parcel line.), all lying in the W1/2 of SW1/4 of Section 12, T1N, R1W, SLB8M, Davis County, Utah described by:

Commencing at the SW corner of Section 12, said Township and Range, thence S 89° 31' 44" E along the section line 986.56 feet to the east line of the Grantor's land; thence N 00° 15' 33" E along said east line 77.55 feet to the intersection of the KRGT pipeline, the true point of beginning. Thence along said pipeline centerline N 34° 21' 34" W 34.69 feet; thence N 23° 46' 29" W 1641.51 feet; thence N 12° 59' 44" W 266.19 feet; thence N 23° 31' 10" W 40.0 feet; thence N 34° 02' 37" W 40.0 feet; thence N 44° 34' 04" W 40.0 feet; thence N 55° 05' 30" W 6.53 feet; thence N 68° 35' 42" W 40.0 feet; thence N 82° 05' 54" W 40.0 feet; thence S 84° 23' 54" W 40.0 feet; thence S 70° 53' 42" W 54.00 feet to the intersection of the west line of Section 12, the terminus of said centerline. Such point being N 00° 10' 54" E 687.42 feet to the west 1/4 corner of Section 12, said Township and Range, less easements previously granted for ingress and egress.

Contains: 1.27 acres for temporary easement
2.57 acres for permanent easement

All bearings shown on this survey are based on the Utah Coordinate System, North Zone, (NAD 1927). Distances are ground measurements not corrected for the grid. A calculated Combined Adjustment Factor (CAF) for this segment, as shown, can be used to convert ground distances to UCS.

Information shown hereon was obtained from record data, with some measurements, but does not represent a field survey.



MAY, 1991

SHEET 1 of 1

B No. S90111

ONS: 5-01-91 PIPELINE CENTERLINE

ATED SOUTHERLY EXITING SEC.12

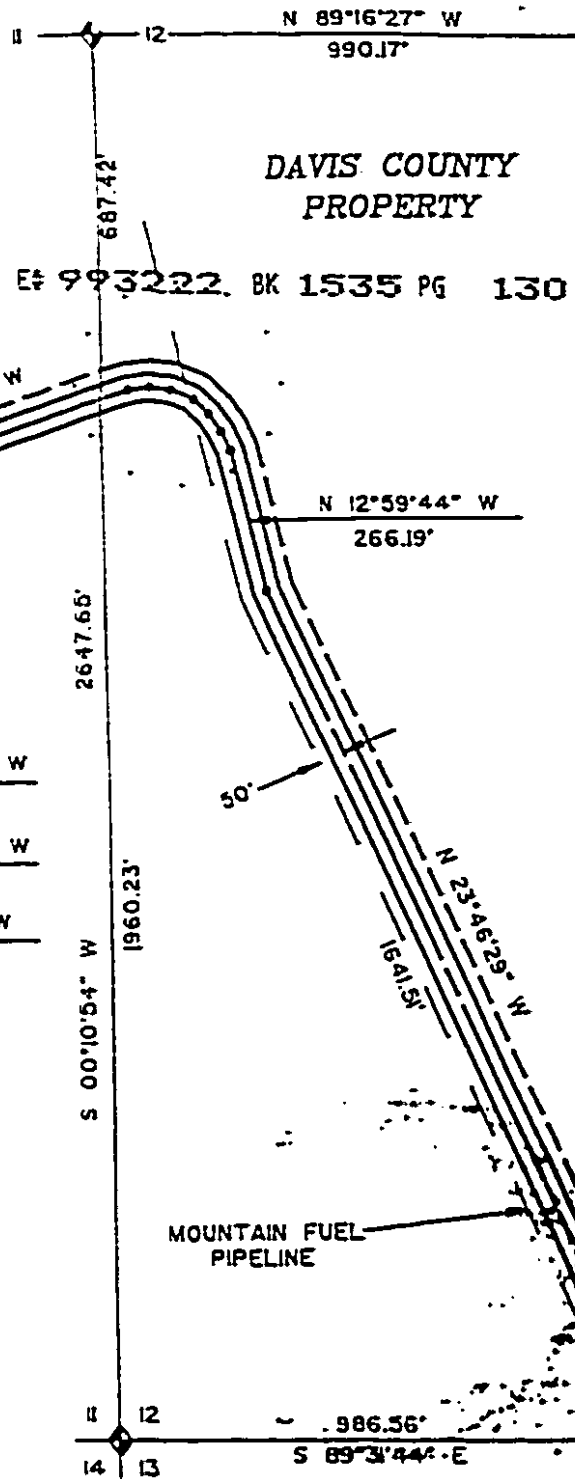
PREPARED BY

INTERMOUNTAIN
AERIAL SURVEYS

②

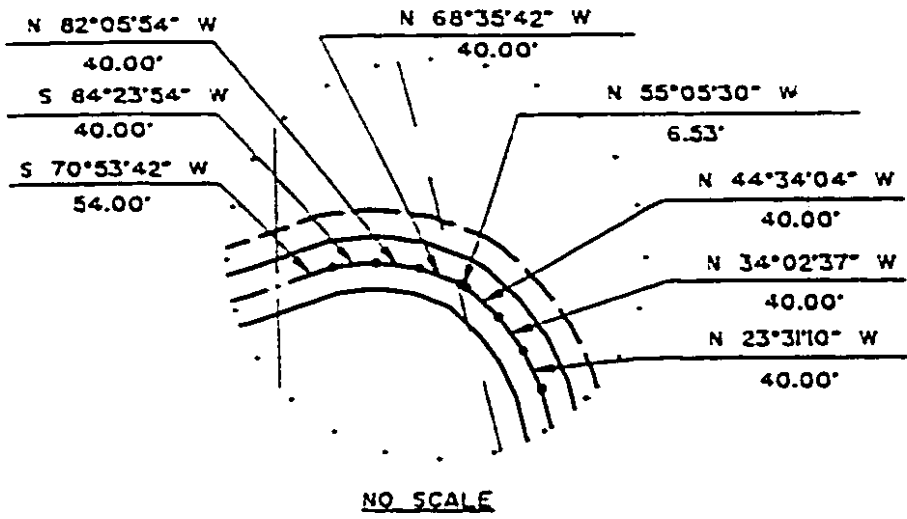
2078 WEST 2300 SOUTH, SALT LAKE CITY, UTAH 84109
PHONE (801) 972-5932

— MICROFILM MEMO —
LEGIBILITY OF TYPING OR PRINTING
UNSATISFACTORY IN THE DOCUMENT
WHEN FILMED.



DAVIS COUNTY
PROPERTY






Et 993222, BK 1535 PG 130



NO SCALE

MOUNTAIN FUEL
PIPELINE

LEGEND

-  FOUND MONUMENT
-  INTERSECTION OF KRGT E AND PROPERTY LINE
-  KRGT CONSTRUCTION EASEMENT
-  KRGT CENTERLINE
-  KRGT EASEMENT



**KERN RIVER PIPELINE
EASEMENT LOCATION
DAVIS COUNTY, UTAH**

**SECTION 12
T. 1 N., R. 1 W., S.L.B. 8
PROPOSED EASEMENT ACROSS THE PROPE
DAVIS COUNTY
TRACT 117.01W**

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UNSATISFACTORY IN THE DOCUMENT
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