

5144514

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

STATE OF UTAH  
COUNTY OF SALT LAKE

1200

5144514  
24 OCTOBER 91 03:56 PM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
KERN RIVER SERVICE CORP  
PO BOX 58900 SLC, 84158-0900  
REC BY: REBECCA GRAY, DEPUTY

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 CONSIDERATION, 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 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 by Grantee, through and over the said land on a right of way 50 feet in width being 25 feet each side of the centerline of the first pipeline and/or communication cable constructed hereunder, situated in Salt Lake County, State of Utah described below:

The North Point Canal located in the NE1/4 of the NE1/4 of Section 16, Township 1 North, Range 1 West, SLB&M; more particularly depicted on the attached Exhibit "A"

The Rudy Drain located in the N1/2 of Section 16, Township 1 North, Range 1 West, SLB&M; more particularly depicted on the attached Exhibit "B"

The North Point Consolidated Canal located in the SE1/4 of the SE1/4 of Section 24, and the NE1/4 of the NE1/4 of Section 25, Township 1 North, Range 2 West, SLB&M; more particularly depicted on the attached Exhibit "C"

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.

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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 indemnify and hold harmless Grantor from and against any and all loss, damage, or injury which may result from the construction, operation and maintenance of the pipeline, including, but not limited to, damages resulting from interference with water flow in the Grantor's canal; provided however, that said loss, damage, or injury does not arise out of or result from the actions of the Grantor, his agents or employees.

Grantee's pipeline shall at the time of construction be buried at a depth of five feet below the flow line across the subject property. Any utility crossings shall be made subject to the safety and encroachment standards of Kern River and DOT with a minimum 12 inches of cover between the pipeline and the utility crossing.

Grantee agrees that any ditch spoil and excess dirt after the final grade and crowning of the pipeline shall be left on the right of way, or at reasonable nearby locations on adjoining property as directed by the Grantor.

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. 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. Such consent shall not be unreasonably withheld. There shall be no administrative fee associated with Grantee's consent.

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 17<sup>th</sup> DAY OF June, 1991  
*North Point Consolidated Irrigation Company*  
BY: *Edgar Christensen*  
*President*

ACKNOWLEDGEMENT

STATE OF

COUNTY OF

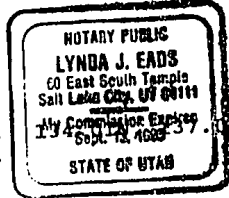
On the 17 day of June, 1991, personally appeared before me *Edgar Christensen*, who being by me duly sworn, did say that he is the authorized agent of The North Point Consolidated Irrigation Company and that the Exclusive Right-of-Way and Easement was signed on behalf of said

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company and said Elliot Christensen, acknowledged to me that said company authorized the same.

My Commission Expires:

Lynda J. Eads  
Notary Public

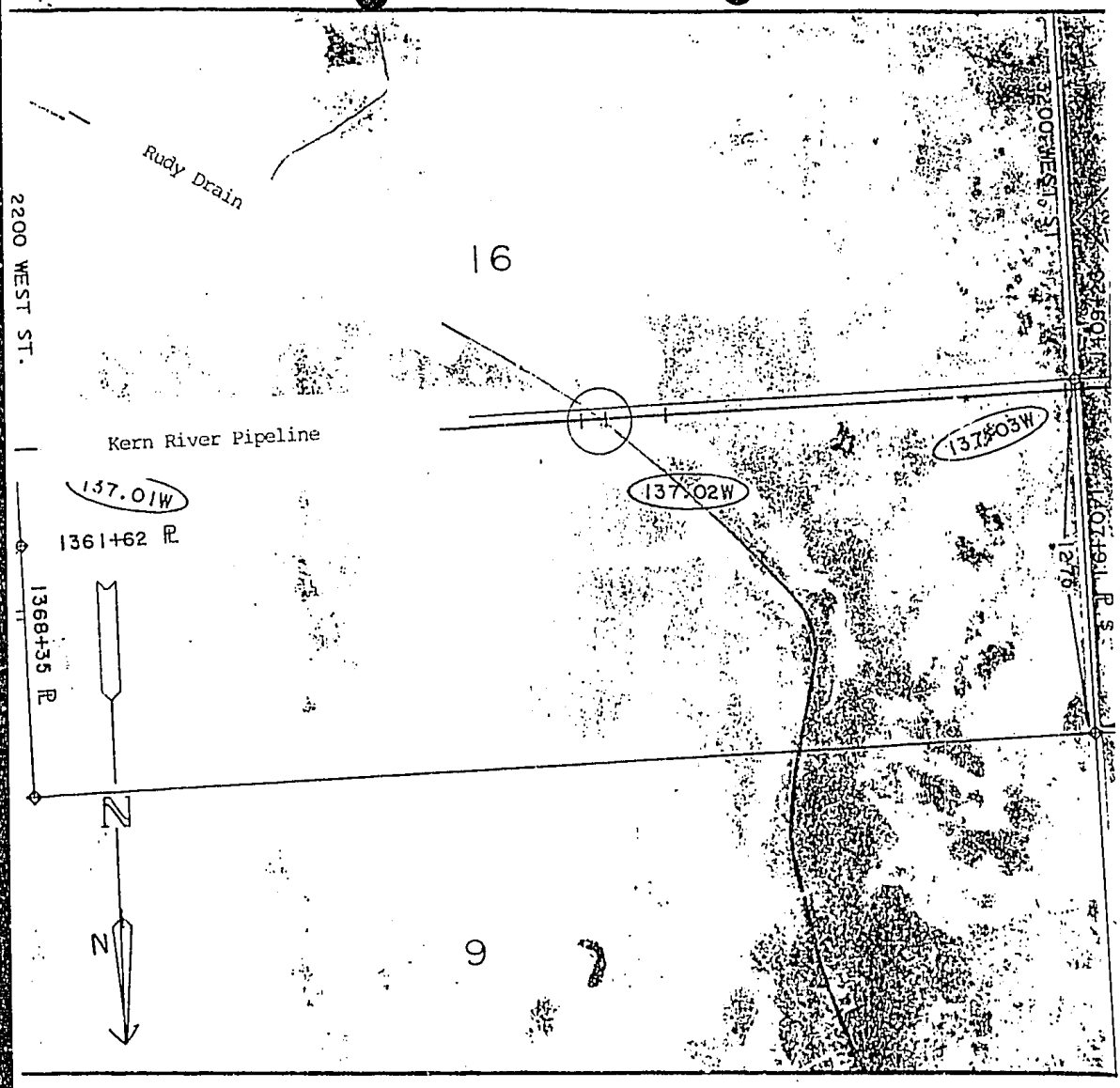


Residing at: Putz Lake City, UT

Land No. T4 S37.02W, 137.085W  
Dwg. No.

BK 6368 PG 2999





1368+35  
41  
R 89-32 L

1368+67  
1373+78  
FC  
PIPE-L

1379+97  
C-TRAIL

1389+46  
1390+39  
TB-DR  
C-DRAIN

1-66  
TB-DR

Exhibit "B"

BK 6368 PG 3001

55 FC  
91 R.S. P

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60. BEC03333

BK 6368Pg 3002

Exhibit "C"



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