

(NO. 23) RIGHT-OF-WAY EASEMENT

1994 NOV -1 AM 10: 26

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to

• Clisbee N. and Viola R. Lyman

hereinafter referred to as GRANTOR, by BLANDING CITY CORPORATION, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a construction easement and a perpetual easement as hereinafter described over, across, under and through land of the GRANTOR situated in San Juan County, State of Utah, and more particularly described as follows:

Impacted Parcel

Located in the SE 1/4 of Section 11, Township 35 South, Range 23 East, Salt Lake Base and Meridian and the north 1/2 of the NE 1/4 of Section 14, Township 35 South, Range 23 East, Salt Lake Base and Meridian.

The easements may partially or completely lie within GRANTOR's property. The construction easement shall be 50 feet in width granted for the time of original installation of the Facilities hereinafter described, 25 feet on each side of the center line of said Facilities. The perpetual easement shall be 30 feet in width, 15 feet on each side of the center line of said Facilities. The centerline of easements shall be described as follows, but shall be where Facilities are actually constructed on the land:

Centerline of Easements

- 1) Beginning at a point approximately 1540 feet north of the SE corner of Section 11, Township 35 South, Range 23 East, Salt Lake Base and Meridian; thence southwesterly 2210 feet, more or less, to a point on a southern line of the owners' property.
- 2) Beginning at a point approximately 1610 feet west of the NE corner of Section 14, Township 35 South, Range 23 East, Salt Lake Base and Meridian; thence in a westerly and southerly arc 1440 feet, more or less, to a point on a southern line of the owners' property.

Purpose and Conditions

HAVE AND TO HOLD the same unto the GRANTEE, the easements as follows:

A construction easement with the right to install and inspect pipelines, valves, cathodic systems, and other associated structures and appurtenances, (herein collectively called "Facilities") over, across, under and through the easement; and

A perpetual easement with the right to inspect, maintain, operate, repair, protect, remove and replace pipelines, valves, cathodic systems, and other associated structures and appurtenances, (herein collectively called "Facilities") over, across, under and through the easement.

So long as such Facilities shall be maintained, with the right of ingress and egress to and from said right-of-way for the purpose described in the construction and perpetual easements. During temporary periods, the GRANTEE may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with the construction, maintenances,

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repair, removal, or replacement of the Facilities. The GRANTEE shall notify GRANTOR prior to entering the easements for purposes of initial construction.

GRANTEE as a condition to the granting of the easements shall pay damages, restore or replace in kind, at the GRANTEE's discretion and at GRANTEE's expense, fences, crops, underground pipes, and other improvements in the event such are damaged by the construction, maintenance, repair, replacement, or removal of the Facilities. Further, the GRANTEE warrants that the pipeline will be buried with a minimum of 4' (feet) of cover, and the GRANTEE shall minimize the spread of morning glory onto the GRANTOR's property by cleaning of equipment before entering the premises.

The GRANTOR shall not build or construct, nor permit to be built or constructed, any building or other similar improvement over, across, or under the said right-of-way, nor change the contour thereof, except for surficial erosion control terraces, without written consent of the GRANTEE, and in the event that pipeline damage should occur from installation of the above mentioned erosion control terraces, the GRANTOR shall not be liable. This right-of-way grant shall be binding upon GRANTOR, his successors and assigns, and shall inure to the benefit of GRANTEE, its successors and assigns, and may be assigned in whole or in part by the GRANTEE.

SPECIAL PROVISIONS OF THIS EASEMENT:

1. The GRANTEE shall ensure natural gas service by means of access to a future farm tap.
2. The GRANTEE shall minimize the spread of morning glory onto the GRANTOR's property by cleaning of equipment before it enters the premises.
3. The GRANTEE shall maintain existing waterbars as well as install new waterbars as needed according to the Plans and Specifications, to the satisfaction of the GRANTOR, for erosion protection.
4. The GRANTEE shall ensure a 4' minimum cover over the pipeline.
5. The GRANTEE shall segregate topsoil during trenching, and replace the topsoil in the top of the trench during backfilling.
6. The GRANTEE shall not enter on nor conduct construction activities upon the easement during times of precipitation or muddy ground conditions.
7. The GRANTEE will remain on the existing roads within the easement and will not cross fields or follow fencelines as if it were a road.
8. The GRANTEE shall clean up brush piles and rocks bigger than pea gravel size on cultivated ground.
9. The GRANTEE shall make arrangements with the GRANTOR for annual inspections of the pipeline.
10. The GRANTEE shall ensure that its employees, and/or its contractor's employees, have no weapons or firearms while on the easement.

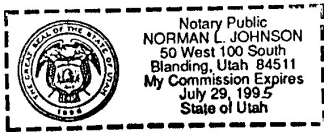
It is hereby understood that any party securing this grant on behalf of the GRANTEE is without authority to make any representations, covenants, or agreements not herein expressed.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this SEVENTH day of DECEMBER, 1993.

Clisbee W. Lyman
Viola R. Lyman

STATE OF UTAH)
): SS.
COUNTY OF SAN JUAN)

On the 7 day of December, 1993, personally appeared before me Clisbee W. Lyman & Viola R. Lyman the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.



[Signature]
NOTARY PUBLIC