

Kern River

KERN RIVER GAS TRANSMISSION COMPANY
EXCLUSIVE RIGHT-OF-WAY AND EASEMENT 90 APR 25 PM 1:14

ALAN SPRIGGS
SUMMIT COUNTY RECORDER

REC'D BY *AK 10*

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

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 50 feet in width being 25 feet on the Northerly side and 25 feet on the Southerly side of the centerline of the first pipeline and/or communications cable constructed hereunder, situated in Summit County, State of Utah described below:

<u>Subdivision</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>P.M.</u>
NW 1/4	17	2N	5E	S.L.B.&M.

being more particularly described on Exhibit A.

And subject to the terms and conditions shown on Attachment I.

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 25th DAY OF April 19 90 BOO: 562 PAGE 111-114

By Boyden Farms, a Utah Limited Partnership

Witness to Signature(s)

Stephen G. Boyden
STEPHEN G. BOYDEN, GENERAL PARTNER

Project Name

Land No. 39W Dwg. No. 19W

"EXHIBIT A"

TRACT 39W

Being situate in the Northwest quarter of Section 17, Township 2 North, Range 5 East, Salt Lake Meridian, in Summit County, Utah, particularly described as follows, to-wit:

Beginning at a point which is 817.8 feet North 88° 10' West from the North quarter corner of Section 17, Township 2 North, Range 5 East, Salt Lake Meridian, thence South 6° 56' East 240 feet; thence South 18° 50' East 502 feet; thence South 28° 16' East 190.6 feet; thence South 1° 12' West 183.2 feet; thence North 88° 31' West 1900.82 feet; thence South 0° 49' East 994.65 feet; thence South 88° 31' East 1443.7 feet; thence South 15° 45' East 627 feet to the South line of said Northwest quarter of said Section 17, thence North 88° 52' West 1380 feet; thence North 0° 49' West 2639.55 feet to the Northwest corner of said Northwest quarter of said Section 17; thence South 88° 10' East 1822.2 feet to beginning, containing 68.63 acres, more or less.

Said easement shall be a fifty foot wide permanent easement parallel, adjacent and within one hundred feet from the Westerly right-of-way limits of the existing Mountain Fuel right-of-way as presently located and as described in Book 57 Page 576 of the Summit County records, and is subject to existing easements of record.

Within one year following the pipeline being placed in service the Grantee will complete an as-built survey of the pipeline location and shall cause a centerline description to be recorded which shall establish the permanent 50 foot wide easement, being 25 feet on each side of said centerline description.

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ATTACHMENT I

TRACT 39W

Grantee shall reseed disturbed areas along the right-of-way with a seed mix native to the area or as specified by the Grantor.

Grantee shall restore the property after construction to as close to the original condition as is practicable.

Grantee shall be responsible for the control of noxious weeds on land disturbed by construction activities as may be reasonably necessary.

In the event the Grantee fails to initiate construction activities within the right-of-way and easement within a period of five years from the execution date hereof, said right-of-way agreement and easement shall become null and void.

GRANTEE SHALL REMOVE ALL CONSTRUCTION WASTE AND DEBRIS AFTER COMPLETION OF CONSTRUCTION ACTIVITIES, INCLUDING ROCKS 6" OR LARGER IN DIAMETER THAT ARE UNEARTHED DURING CONSTRUCTION. MJB SJR

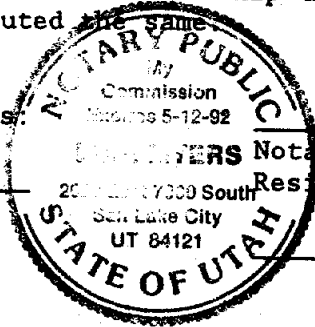
ACKNOWLEDGEMENT --- LIMITED PARTNERSHIP

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On the 23rd day of April, 1990, personally appeared before me Stephen G. Boyden, who, being by me duly sworn, did say that he is the General Partner of Boyden Farms, a Utah Limited Partnership and that he signed on behalf of said Partnership and acknowledged to me that he as the General Partner executed ~~the same~~.

My Commission Expires:

5-12-92



Lin Myers

Residing at:

Salt Lake City

PTNRSHIP.LTD

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