

EXCLUSIVE RIGHT-OF-WAY AND EASEMENT

327431

Kern River Gas
90 JUL 31 PM 12:38

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

ALAN SPRIGGS
SUMMIT COUNTY RECORDER *NP 1150*

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 North side and 25 feet on the South side of the centerline of the first pipeline and/or communications cable constructed hereunder, situated in Summit County, State of Utah described below:

Subdivision	Section	Township	Range	P.M.
	16	2 N	5 E	S.L.B.&M.

and more particularly described in Exhibit A.

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 26th DAY OF July 19 90

By _____
Witness to Signature(s)

Darwin Robinson
Darwin Robinson

Project Name 572 PAGE 483-87
Land No. 22W Dwg. No. 18W

Wendy B. Robinson
Wendy B. Robinson
Bertha Annie Staples Robinson
Bertha Annie Staples Robinson
(Life estat

"EXHIBIT A"

TRACT 22W

BEGINNING at a point on the section line which is South 3.4 chains from the Northeast corner of Section 16, Township 2 North, of Range 5 East, of the Salt Lake Base and Meridian, and running South on the section line 15.6 chains, more or less, to the Southeast corner of the Northeast quarter of the Northeast quarter of the above Section 16: thence West 7.3 chains; thence North 16.0 chains; thence North $80^{\circ}11'$; East 2.40 chains; thence North $60^{\circ}51'$ East 6.01 chains to the point of BEGINNING and containing 11.48 acres, more or less; subject, however, to a right-of-way for a road across the North side of said property as the same now exists.

BEGINNING at the Northeast corner of Section 16, Township 2 North, Range 5 East, Salt Lake Base & Meridian. Thence South $89^{\circ}49'$ West 481.8 feet; thence South $0^{\circ}31'$ East 297.0 feet to a true point of beginning. Thence South $81^{\circ}11'$ West 208.4 feet, thence South 270.0 feet, thence North $81^{\circ}11'$ East 210.4 feet, thence North $0^{\circ}31'$ West 270.0 feet to the true point of BEGINNING. Containing 1.29 acres.

MBS
WR
BASR
SAID PIPELINE SHALL BE LOCATED TO THE SOUTH OF AND PARALLEL
TO THE EXISTING MOUNTAIN FUEL PIPELINE AS IT IS LOCATED ACROSS SAID
PROPERTY AND DESCRIBED AT BOOK 57, PAGE 594 OF THE SUMMIT COUNTY
RECORDS.

BOOK 572 PAGE 484

ATTACHMENT I

PARCEL 22W

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

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

JOINT

STATE OF UTAH)
)
COUNTY OF SUMMIT)

On the 26th day of July, 19 90, personally appeared before me Darwin Robinson and Wendy B. Robinson, husband and wife, the signor(s) of the above Exclusive Right-of-Way and Easement and, who duly acknowledged to me that they executed the same.

My Commission expires:

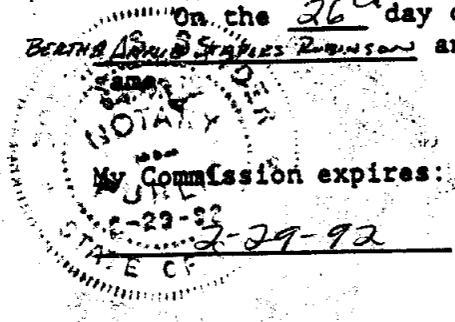
STATE 2-28-92

Bonnie S. Snyder
Notary Public
Residing at:
Coalville, Utah

INDIVIDUAL

STATE OF VT)
)
COUNTY OF Summit)

On the 26th day of July, 1990 personally appeared before me
Bernard Staples Robinson and, who duly acknowledged to me that 3 he executed the



Bernard Staples Robinson
Notary Public
Residing at: