

ENCLOSURE RIGHT-OF-WAY AND EASEMENT

332198

Kern River

90 OCT 31 PM 3:07

STATE OF UTAH
COUNTY OF SUMMIT

ALAN BRIGGS Dg. 1500
SUMMIT COUNTY RECORDER

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, 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:

Subdivision	Section	Township	Range	P.M.
	35	3N	7E	S.L.B.&M.
	10, 11	2N	7E	S.L.B.&M.
	2, 3	2N	7E	S.L.B.&M.

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 21 DAY OF October 19 90

300-585 PAGE 25-31

By [Signature]
Witness to Signature(s)

B. A. Bingham & Sons, a Utah General Partnership
By Albert F. Bingham
Albert F. Bingham, General Partner
Earl L. Bingham
Earl L. Bingham, General Partner

Project Name _____
Land No. 12 Dwg. No. 15
1W 1KW

Fred A. Bingham
Fred A. Bingham, General Partner

Clifford W. Bingham
Clifford W. Bingham, General Partner

Dan R. Bingham
Dan R. Bingham, General Partner

Marciner F. Bingham
Marciner F. Bingham, General Partner

Clifford S. Bingham
Clifford S. Bingham by David P. Bingham,
Attorney-In-Fact

Fred A. Bingham Family Partnership

Fred A. Bingham
By: Fred A. Bingham, Partner

Ruth L. Bingham
By: Ruth L. Bingham, Partner

ATTACHMENT I

TRACTS 12W AND 1W

Grantee shall restore all access roads disturbed by construction to a condition equal to or better than that which existed prior to construction. Restoration shall include final grading where necessary.

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.

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

Grantor agrees that the Grantee shall have the right to use existing roads across said property for access to the pipeline right-of-way herein granted. Grantor agrees to provide the Grantee with keys and/or combination for any locked gates and will provide new keys or combinations in the event the locks are changed.

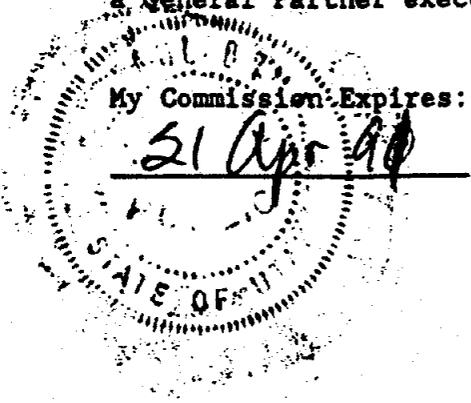
Grantee shall restore damage to the property as a result of natural disasters such as (but not limited to) earthquake and flood and their subsequent damages (fire, etc.).

ACKNOWLEDGEMENT --- PARTNERSHIP

STATE OF UTAH)
COUNTY OF Bonneville)
~~SUMMIT~~

On the 23 day of October, 1990, personally appeared before me Albert F. Bingham, who, being by me duly sworn, did say that he is a General Partner of B. A. Bingham & Sons, a Utah General Partnership and that he signed on behalf of said General Partnership and acknowledged to me that he as a General Partner executed the same.

H Paul Rame
Notary Public
Residing at:
Honeyville Utah

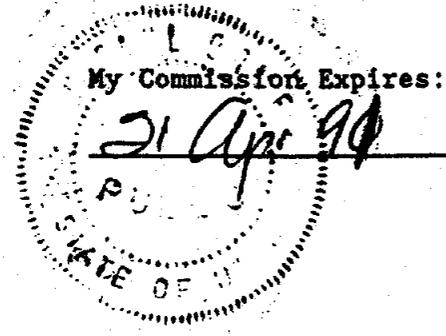


ACKNOWLEDGEMENT --- PARTNERSHIP

STATE OF UTAH)
COUNTY OF Bonneville)
~~SUMMIT~~

On the 23 day of October, 1990, personally appeared before me Earl L. Bingham, who, being by me duly sworn, did say that he is a General Partner of B. A. Bingham & Sons, a Utah General Partnership and that he signed on behalf of said General Partnership and acknowledged to me that he as a General Partner executed the same.

H Paul Rame
Notary Public
Residing at:
Honeyville Utah

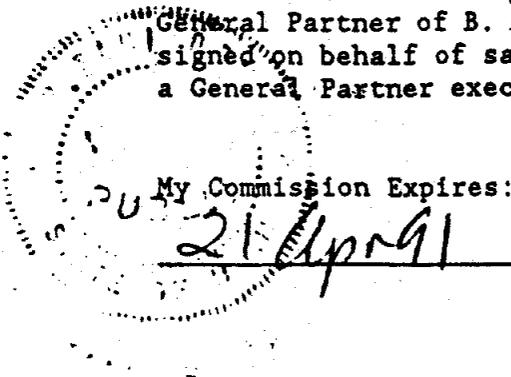


ACKNOWLEDGEMENT --- PARTNERSHIP

STATE OF UTAH)
COUNTY OF Bonneville)
~~SUMMIT~~

On the 23 day of October, 1990, personally appeared before me Fred A. Bingham, who, being by me duly sworn, did say that he is a General Partner of B. A. Bingham & Sons, a Utah General Partnership and that he signed on behalf of said General Partnership and acknowledged to me that he as a General Partner executed the same.

H Paul Rame
Notary Public
Residing at:
Honeyville Utah



ACKNOWLEDGEMENT --- PARTNERSHIP

STATE OF UTAH)
COUNTY OF ~~SUMMIT~~ Box Elder)

On the 23 day of October, 1990, personally appeared before me Clifford W. Bingham, who, being by me duly sworn, did say that he is a General Partner of B. A. Bingham & Sons, a Utah General Partnership and that he signed on behalf of said General Partnership and acknowledged to me that he as a General Partner executed the same.

H Paul Rue
Notary Public
Residing at:
Honeyville Utah

My Commission Expires:
31 Apr 91

ACKNOWLEDGEMENT --- PARTNERSHIP

STATE OF UTAH)
COUNTY OF SUMMIT)

On the 23 day of October, 1991, personally appeared before me Don R. Bingham, who, being by me duly sworn, did say that he is a General Partner of B. A. Bingham & Sons, a Utah General Partnership and that he signed on behalf of said General Partnership and acknowledged to me that he as a General Partner executed the same.

H Paul Rue
Notary Public
Residing at:
Honeyville Utah

My Commission Expires:
31 Apr 91

ACKNOWLEDGEMENT --- PARTNERSHIP

STATE OF ~~UTAH~~ IDAHO)
COUNTY OF ~~SUMMIT~~ CANYON)

On the 4 day of October, 1990, personally appeared before me Marriner F. Bingham, who, being by me duly sworn, did say that he is a General Partner of B. A. Bingham & Sons, a Utah General Partnership and that he signed on behalf of said General Partnership and acknowledged to me that he as a General Partner executed the same.

Marriner F Bingham
Notary Public
Residing at:
Newport Idaho

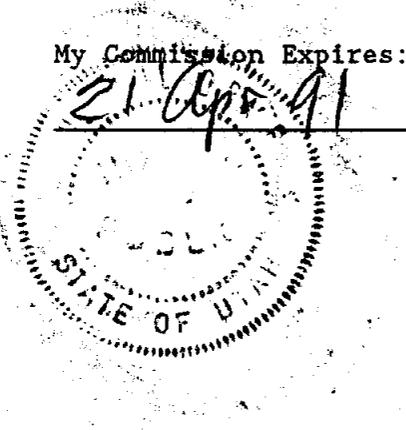
My Commission Expires:
5 Mar 1993

ACKNOWLEDGEMENT --- PARTNERSHIP

STATE OF UTAH)
COUNTY OF Box Elder)

On the 23 day of October, 1990, personally appeared before me Ruth L. Bingham and Fred A. Bingham, who, being by me duly sworn, did say that they are Partners of the Fred A. Bingham Family Partnership and that they signed on behalf of said Partnership and acknowledged to me that they as Partners executed the same.

My Commission Expires:



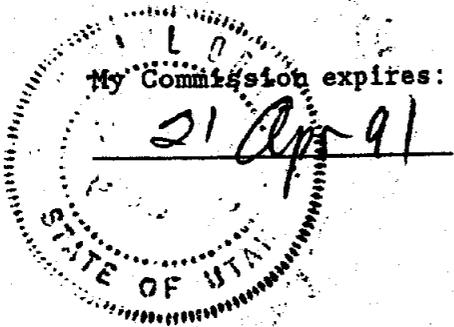
H Paul Dune
Notary Public
Residing at:
Honeyville UT

ATTORNEY-IN-FACT

STATE OF UTAH)

COUNTY OF Box Elder)

On the 23 day of October, 1990, David P. Bingham personally appeared before me and being by me duly sworn, did say that he is the Attorney-in-Fact for Clifford S. Bingham, general partner of the B. A. Bingham & Sons Partnership, and that the Easement was signed in behalf of the Clifford S. Bingham, general partner of the B. A. Bingham & Sons Partnership, and said David P. Bingham acknowledged to me that he as such Attorney-in-Fact executed the same.



H. Paul [Signature]
Notary Public