

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

NOTE: AB
340858
Kern River Gas
MAY 15 PM 2:56
ALAN SPRIGGS
SUT COUNTY RECORDER

STATE OF UTAH
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 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 Easterly side and 25 feet on the Westerly 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>
	17	2 North	5 East	S.L.B.&M.

Being more particularly described on Exhibit A.
And being subject to the terms and conditions contained in Exhibit B.

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 23rd DAY OF April, 19 91

By Bobby D. Blackley
Witness to Signature(s)

300a 608 PAGE 138 - 146
CAMPERWORLD UTAH, INC., TRUSTEE FOR
CAMPERWORLD TRUST

Project Name _____
Land No. 37W Dwg. No. 18W

By: Des Townsend
DES TOWNSEND, PRESIDENT

EXHIBIT A

A Survey of the existing, as possessed boundaries of a parcel of land in Section 17, Township 2 North, Range 5 East, Salt Lake Base & Meridian described as follows:

A part of Section 17, Township 2 North, Range 5 East, Salt Lake Base & Meridian. BEGINNING at a point which is 1055 feet South $9^{\circ}41'$ East and 1472.6 feet South $46^{\circ}03.3'$ East from the Northwest corner of the said Section 17 (said point of beginning is an existing fence corner); thence South $88^{\circ}34'$ East 1199.2 feet along an existing fence; thence North $79^{\circ}43'$ East 197.6 feet along an existing fence; thence South $0^{\circ}46'$ East 304.3 feet along a deed line; thence North $79^{\circ}34'$ East 438.5 feet along an extension of the remnants of an old fence line; thence North $85^{\circ}41'$ East 1216.3 feet along the remnants of an old fence, to a point of intersection with the Southwesterly right of way line of a Freeway known as Project No. 80-4; thence South $28^{\circ}45'$ East 3.8 feet along the said right of way to a brass right of way marker 194.0 feet radially distant Southwesterly from the centerline of the East bound lane of the said Project, at Engineers Station 1020+00; thence Southerly on the said right of way line 473.5 feet along the arc of a 15,432.12 foot radius curve to the right, to a point of intersection with an old existing boundary fence (the bearing of the long chord of the said arc is South $23^{\circ}42.5'$ East); thence Ten (10) courses along the said existing boundary fence, to-wit, South $85^{\circ}14'$ West 731.7 feet; thence South $77^{\circ}19'$ West 61.6 feet; thence South $85^{\circ}23'$ West 190.3 feet; thence South $87^{\circ}21'$ West 450.4 feet; thence South $86^{\circ}45'$ West 190.3 feet; thence South $89^{\circ}22'$ West 382.9 feet; thence North $89^{\circ}53'$ West 481.3 feet; thence North 72.7 feet; thence North $89^{\circ}04'$ West 579.7 feet; thence North $15^{\circ}34'$ West 637.4

EXHIBIT "B"

TO

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

The following additional terms and agreements are hereby incorporated in and made a part of that certain Kern River Gas Transmission Company Exclusive Right-of-Way and Easement, to which this is an Exhibit, executed by Camperworld Utah, Inc., Trustee for Camperworld Trust, 262 East 3900 South, Salt Lake City, Utah, as Grantor in favor of Kern River Gas Transmission Company, P. O. Box 58900, Salt Lake City, Utah 84158-0900, as Grantee:

1. Grantee's easement rights and obligations are as set forth in, and are subject to, the terms and agreements stated in the Exclusive Right-of-Way and Easement document and this exhibit, both of which are collectively referred to as "Easement Agreement".

2. Grantee's easement rights shall extend fifty (50) feet on westerly side of the Mountain Fuel easement and right-of-way as it is now constructed and as described in that Easement recorded 3/29/74 at Book 57 Page 582.

3. Grantee shall have the right to use an additional twenty-five (25) feet on either side and adjacent to the subject Right-of-Way during temporary periods. Such use shall be limited to periods of active continuously pursued construction and to unoccupied, vacant portions of Grantor's property.

4. Abandonment of said Right-of-Way, or cancellation or termination of Grantee's rights under this Easement Agreement shall not alter or affect in any manner Grantee's then unperformed and indemnification obligations. Grantee's indemnification obligations are set forth below.

BOOK 608 PAGE 140

5. Grantee shall save harmless and indemnify Grantors, and their respective heirs, representatives, successors and assigns, from and against any and all claims, liability, expense, lawsuits and damages arising from or pertaining in any way to Grantee's operations, including injuries to persons and damages to land improvements, crops, fences, timber, livestock and personal property of Grantors and Grantors' tenants, lessees, members, guests, and damages to property or property rights held by third parties including Mountain Fuel and other utilities, provided that such claims, liability, expense, lawsuits and damages do not arise due to the negligence or wilfull misconduct of the Grantor, its successors and assigns.

6. Grantee shall save harmless and indemnify, for the duration of this easement, Grantor and their successors and assigns, from and against any and all liabilities, losses, claims, demands, penalties, fines, settlements, damages (including consequential damage), response, remedial, or inspection costs, and any expenses (including, without limit, attorney and consultant fees, laboratory costs, and litigation costs) of whatever kind or nature, known or unknown, contingent or otherwise, which are incurred by Grantor, their successors and assigns after the date of execution of this Easement Agreement and arise from or relate to Grantee's use or activity on the subject Right-of-Way and which involve (a) any Hazardous Materials or Other Conditions from, on, under, or affecting the subject Right-of-Way and Easement, (b) migration of Hazardous Materials or Other Conditions onto the subject Right-of-Way and Easement provided that such discharge of Hazardous Materials arise as a result of Grantee's activities, (c) the removal, treatment, remedy, or disposal of Hazardous Materials or Other Conditions on or from the subject Right-of-Way and Easement, and (d) any personal injuries or property damages, real or personal, any violations of law or of

orders, regulations, requirements, or demands of governmental authorities, and any lawsuit brought or threatened, settlement reached, or government order arising out of Grantee's use or handling of Hazardous Materials or Other Conditions on, from, under, or affecting the subject Right-of-Way and Easement.

7. For purposes of this Easement Agreement, (a) Hazardous Materials include, without limit, flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et. seq.), in the regulations adopted and publications promulgated pursuant thereto, as such laws or regulations now exist or may exist in the future, and (b) "Other Conditions" including, without limit, methane and other gases, nonhazardous wastes or materials, and any physical conditions or other subsurface conditions; provided such hazardous materials or other conditions arise out of Grantee's uses or activities on the subject Right-of-Way and Easement.

8. Grantee further acknowledges and agrees that the subject Right-of-Way and Easement is to be sold and conveyed to, and purchased and accepted by, Grantee, in its present condition, "AS IS".

9. Grantee shall be solely responsible to give reasonable notification to Mountain Fuel Supply and to any other third parties owning or operating pipelines or having other underground facilities in the area of the subject Right-of-Way and Easement of Grantee's intended construction operation in the vicinity of their lines/facilities.

10. It shall be Grantee's sole responsibility to construct its facilities far enough away from other underground pipelines and facilities to avoid the likelihood of harm thereto and to comply with all applicable governmental laws,

rules and regulations respecting the installation of Grantee's facilities including regulations pertaining to the depth thereof and the required space to be maintained between the same and other facilities.

11. Camperworld Utah, Inc. will provide Grantee with such plans/drawings/other information as Camperworld Utah, Inc. can locate or is readily available which may depict or suggest the location of existing underground facilities within the easement. In all events, it shall be and remain Grantee's sole obligation to ascertain the actual location of such and to avoid and repair all Grantee caused damage thereto and to ascertain the location and existence of all other underground improvements and to avoid and repair damage thereto caused by Grantee.

12. It shall be and remain Grantee's sole obligation to ascertain the actual location of other easements and the actual location of other underground utilities, whether or not properly located in recorded easements, including an easement and a pipeline owned by Mountain Fuel Supply, or any successor in interest, and to avoid and repair damage thereto caused by Grantee.

13. The term "exclusive" and Grantor's obligation to warrant and defend the subject Right-of-Way and Easement do not impose any obligation on Grantor respecting existing rights of third parties or facilities owned/used by third parties, including Mountain Fuel Supply and particularly including, but not limited to, such as may be ascertained by inspection of records or by utilizing equipment for the location of underground facilities. It remains the sole responsibility of Grantee to determine the extent to which its surveyed centerline and right-of-way and easement rights hereunder overlap or conflict with any rights of third parties and to bear the risk of any such conflict.

14. Grantee shall, after commencing construction of its facilities in the

subject Right-of-Way and Easement, work continuously and promptly to their completion.

15. Promptly upon completion of construction of Grantee's facilities, Grantee shall remove all items which Grantee, or its contractors, have placed into, or left upon the ground and seed all surface areas disturbed by Grantee's construction activities with grasses/plants suitable for the area. No permanent road shall be constructed along the subject right-of-way.

16. Grantee's agreements to indemnify and hold harmless Grantors, set forth herein, are in addition to and in no way limit or replace any other obligations or liabilities Grantee may have to Grantor and Grantor's successors and assigns. Grantee's indemnification obligation shall include the obligation to defend on behalf of Grantor, and Grantor's successors and assigns, all lawsuits which may include Grantor, and/or their successors and assigns, as defendants which pertain in any way to indemnification obligations set forth herein and to pay all costs and attorney's fees and all awards and judgments arising therefrom.

17. The parties' respective rights and obligations shall run with the land and be binding upon their respective successors and assigns.

GRANTORS:

CAMPERWORLD UTAH, INC., Trustee for
CAMPERWORLD TRUST

By *Les Townsend*
Its President

ATTEST:

Billy O. Bradley
Secretary

BOOK 608 PAGE 144

GRANTEE:

KERN RIVER GAS TRANSMISSION COMPANY

By Maurice L. Buchner

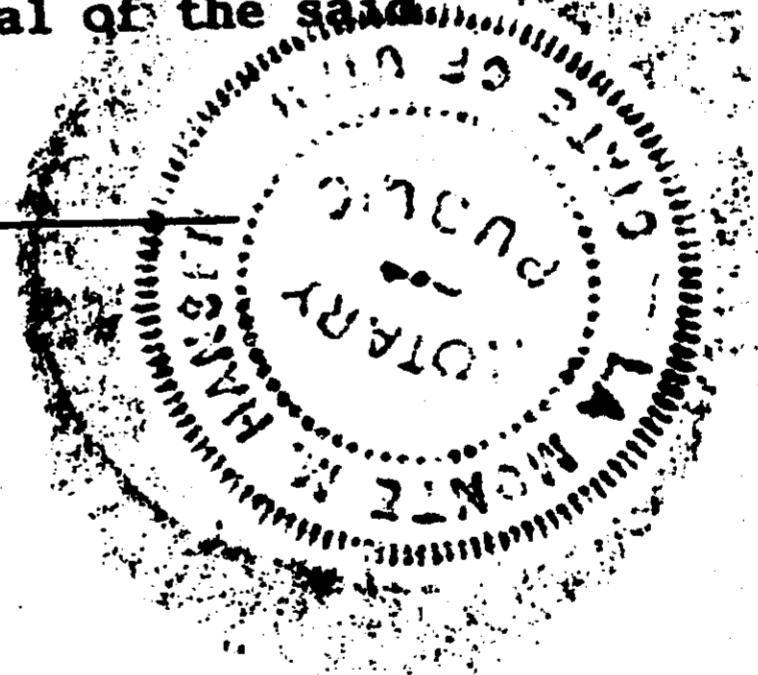
STATE OF UTAH)
COUNTY OF Salt Lake)

On the 23rd day of April, 1991, personally appeared before me Des J. Townsend and Bobby D. Blackley, who being by me duly sworn, did say, each for himself, the he, the said Des J. Townsend is the President, and he, the said Bobby D. Blackley, is the Secretary, of CAMPERWORLD UTAH, INC., a Utah corporation, TRUSTEE for CAMPERWORLD TRUST, and that the within and forgoing instrument was signed on behalf of said corporation by authority of a resolution of its board of directors and said Des J. Townsend and Bobby D. Blackley each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of the said corporation.

Tommy M. Hansen
NOTARY PUBLIC

My Commission Expires:

Jan 28, 1992



BOOK 608 PAGE 145

ACKNOWLEDGEMENT---ATTORNEY-IN-FACT

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On the 23rd day of April, 1991, Maurine L. Bachman personally appeared before me and being by me duly sworn, did say that she is the Attorney-in-Fact of Kern River Gas Transmission Company, and that the easement was signed on behalf of Kern River Gas Transmission Company, and said Maurine L. Bachman acknowledged to me that she as such Attorney-in-Fact executed the same.

My Commission Expires:

Jan 28, 1992

Carroll M. Han
Notary Public
Residing at:

