

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

STATE OF UTAH

COUNTY OF SALT LAKE

5019992

5019992
31 JANUARY 91 12:50 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
KERN RIVER TRANSMISSION CO
PO BOX 58900 SLC, UT 84158-0900
REC BY: REBECCA GRAY, DEPUTY

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 Salt Lake County, State of Utah described below:

<u>Subdivision</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>P.M.</u>
A portion of Section 25, Township 3 South, Range 2 West, and a portion of Sections 21 and 22, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, being more particularly described on Exhibit "A" attached hereto and made a part hereof.				

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 29 DAY OF January, 19 91

By

Witness to Signature(s)

James Eldon Butterfield
James Eldon Butterfield, Trustee of the
BUTTERFIELD FAMILY TRUST

Project Name _____
Land No. 251W, 287W, 289W Dwg. No. _____

Shirley C. Butterfield
Shirley C. Butterfield, Trustee of the
BUTTERFIELD FAMILY TRUST

BK 6287 PG 002

EXHIBIT "A"

TRACT 251W, TRACT 287W AND TRACT 289W

A portion of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, being more particularly described as beginning at a point at the East quarter corner of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian, and running thence North 89°33'26" West along the quarter section line 654.84 feet; thence North 0°05'38" East 1323.40 feet, more or less, to the 40 acre line; thence South 89°54'27" East along the 40 acre line 656.04 feet to the section line; thence South 0°08'45" West along the section line 1323.75 feet, more or less, to the point of beginning, less tract deeded to Utah Power & Light Company. Together with a right-of-way over the following described tract: Beginning at a point on the 40 acre line 654.84 feet West of the East quarter corner of Section 25, Township 3 South, Range 2 West, Salt Lake Base & Meridian, and running thence North 89°33'26" West 681.68 feet; thence North 0°05'38" East 25 feet; thence South 89°33'26" East 681.68 feet; thence South 0°05'38" West 25 feet to the Point of Beginning.

Also, Commencing at a point which is located North 90°53'36" West 224.67 feet from the East quarter corner of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian, said point also being located on the Southwesterly boundary of a 110.0 foot right-of-way owned by Utah Power & Light Company; thence South 37°20'36" East 268.31 feet along the boundary of said right-of-way; thence South 2385.49 feet to a point on the North boundary of State Highway 111; thence North 89°22'26" West 425.14 feet along the boundary of said highway; thence North 2594.64 feet; thence South 89°53'36" East 262.36 feet to the Point of Beginning, containing 24.93 acres, more or less.

Also, Lot 1, Section 21, Township 4 South, Range 1 West, Salt Lake Base and Meridian.

Also, the N1/2NW1/4NW1/4 and the S1/2SW1/4NW1/4, all in Section 22, Township 4 South, Range 1 West, Salt Lake Base and Meridian. Subject to a right-of-way in favor of Wayne W. Butterfield over the East 4 rods thereof, less tract deeded to State Road Commission.

BK 6287 PG 0003

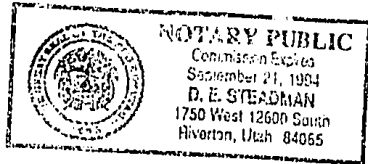
ACKNOWLEDGEMENT---TRUSTEE

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On the 29th day of JANUARY, 19 91, personally appeared before me, James Eldon Butterfield, who, being by me duly sworn, did say that he is the Trustee of BUTTERFIELD FAMILY TRUST and that the EXCLUSIVE RIGHT OF WAY AND EASEMENT was signed in behalf of said Trust and said James Eldon Butterfield acknowledged to me that said Trust executed the same.

My Commission Expires:
9-21-94

D. E. Steadman
Notary Public
Residing at: RIVERTON, UTAH



ACKNOWLEDGEMENT---TRUSTEE

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On the 29th day of JANUARY, 19 91, personally appeared before me, Shirley C. Butterfield, who, being by me duly sworn, did say that she is the Trustee of BUTTERFIELD FAMILY TRUST and that the EXCLUSIVE RIGHT OF WAY AND EASEMENT was signed in behalf of said Trust and said Shirley C. Butterfield acknowledged to me that said Trust executed the same.

My Commission Expires:
9-21-94

D. E. Steadman
Notary Public
Residing at: RIVERTON, UTAH



BK 628760004