

5125274

12.00

5125274
 12 SEPTEMBER 91 01:35 PM
 KATIE L. DIXON
 RECORDER, SALT LAKE COUNTY, UTAH
 KERN RIVER GAS TRANSMISSION CO
 PO BOX 58900 SLC, 84158-0900
 REC BY: REBECCA GRAY, DEPUTY

KERN RIVER GAS TRANSMISSION COMPANY

RIGHT-OF-WAY AND EASEMENT

Utah Power & Light Company, a division of PacifiCorp, an Oregon corporation, aka PacifiCorp, an Oregon corporation, dba Utah Power & Light Company (successor in interest by merger to Utah Power & Light Company, a Utah corporation), Grantor, for and in consideration of TEN DOLLARS (\$10) and other consideration, including the provisions contained in that certain Gas Transmission Pipeline Location and Encroachment Agreement by and between Kern River Gas Transmission Company and Utah Power & Light Company, a division of PacifiCorp, an Oregon corporation, dated June 24, 1991, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain and convey unto Kern River Gas Transmission Company, P. O. Box 58900, Salt Lake City, Utah 84158-0900, Grantee, its successors in interest and assigns, a right-of-way and easement to locate, survey a route, construct, entrench, maintain, protect, inspect, repair, replace, remove and operate a pipeline with appurtenances including but not limited to valves, metering equipment, electrical cable, communications cable, cathodic equipment and roads (said pipeline, communications cable, appurtenances, valves metering equipment, cathodic equipment, and roads being hereinafter sometimes collectively called "facilities") over, under and through the hereinafter described land, approximately along the line designed 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 communication 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>
--------------------	----------------	-----------------	--------------	-------------

As 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 (subject to the restrictions contained in that certain Gas Transmission Pipeline Location and Encroachment Agreement by and between Kern River and Utah Power referred to above), for the purpose of constructing, inspecting, repairing, protecting and maintaining the facilities.

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.

200603551442

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 the Gas Transmission Pipeline and Encroachment Agreement by and between Kern River and Utah Power referred to above, and such rights and easements shall be covenants running with the land and be binding upon Grantor, its heirs, legal representatives and successors in title.

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 reservoir, excavation, change in surface grade, obstruction or structure shall be constructed, created or maintained on, over or within said right-of-way without Grantee's prior written consent, which consent shall not be unreasonably withheld.

Grantor represents that, to the best of its knowledge, it is the owner in fee simple of the said described land, but Grantor does not represent that it has made a title search and makes no warranties concerning its ownership.

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 canceled 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 for 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.

Grantee shall provide to Grantor and record, within one (1) year following the pipeline being placed in service, an as-built survey plan of the permanent pipeline easement.

PG 6355 pg 1 of 3

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.

DATED this 9th day of September, 1991.

UTAH POWER & LIGHT COMPANY,
a division of PacifiCorp,
an Oregon corporation

By: Sam F. Chamberlain *RF*

Title: V.P.

ACCEPTED BY:
KERN RIVER GAS TRANSMISSION COMPANY

By: Linda T. Morgan

Title: Attorney-in-Fact

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

On the 9th day of September, 1991, personally appeared before me, SAM CHAMBERLAIN, who being by me duly sworn says that he is a Vice President, Utah Power & Light Company, a division of PacifiCorp, an Oregon corporation, that executed the above and foregoing instrument and that said instrument was signed in behalf of said corporation by authority of its by-laws (or by a resolution of its board of directors) and said SAM CHAMBERLAIN acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have herewith set my hand and affixed my seal this 9th day of September, 1991.

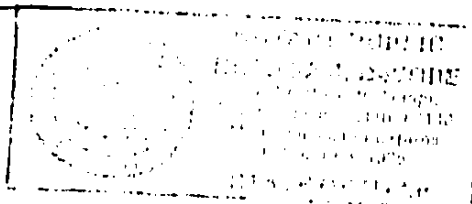
My Commission Expires:

2/3/93

Priscilla J. Moore

NOTARY PUBLIC

Residing at Salt Lake County, Utah



006355101446

STATE OF UTAH

)

: ss.

COUNTY OF SALT LAKE

)

The foregoing instrument was acknowledged before me this 11th day of July, 1991, by
Kirk T. Morgan, the Attorney-in-Fact of KERN RIVER GAS TRANSMISSION CO.

My Commission Expires:

January 15, 1992

Sandy Spear
NOTARY PUBLIC
Residing at Salt Lake County, Utah

5741215589

EXHIBIT "A"
TRACT NO. 244W

Beginning at the intersection of the west boundary line of Grantors' land and the said southwesterly line of Grantee's right of way at a point 1021 feet south, more or less, from the northwest corner of Section 24, T 3 South, R 2 West, SLM and running thence south 37°27' east 4400 feet, more or less, along said southwesterly right of way line to the east boundary line of Grantors' land; thence south 181 feet, more or less, along said east boundary line to a point 110 feet perpendicularly distant southwesterly from an extension of the above described northeasterly boundary line of this tract of land; thence north 37°27' west 4400 feet, more or less, to the west boundary line of the Grantors' land; thence north 181 feet, more or less, along said west boundary line to the point of beginning; and containing 11.11 acres, more or less, in the west half of the northwest quarter and in the southwest quarter of said Section 24. ALSO, said tract of land situate in the W1/2 of the NW1/4, the NW1/4 of the SW1/4 and the E1/2 of the SW1/4 of Section 24, Township 3 South, Range 2 West, SLM, described as follows: Beginning on the west boundary line of the Grantor's land at a point 1464.8 feet south, more or less, along the section line from the northwest corner of S 24, T. 3 S., R. 2 W., SLM and running thence North 229.93 feet along the west boundary line of the Grantor's land to the southwesterly boundary line of the Grantee's land, thence S. 37°27' E. 4411.79 feet, more or less, along said southwesterly boundary line to the east boundary line of the Grantor's land, thence South 229.23 feet along said east boundary line, thence N. 37°27' W. 4412.9 feet, more or less, to the point of beginning; containing 14.178 acres, more or less. Less 0.158 of an acre of county road right of way.

EX 6355 Pg 1446