

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

STATE OF UTAH
COUNTY OF SALT LAKE

5324234
02 SEPTEMBER 92 02:49 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
KERN RIVER GAS TRANSMISSION CO
PO BOX 58700 SLC, 84158-0700
REC BY: REBECCA GRAY, DEPUTY

5324234
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 30 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:

Subdivision	Section	Township	Range	P.M.
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A portion of the N $\frac{1}{2}$ of SE $\frac{1}{4}$ of Section 5, 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.

See Exhibit "B" 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 27th DAY OF August 1992

By

Witness to Signature(s)

MAYNARD INVESTMENT COMPANY,
a Utah Limited Partnership

By

Title:

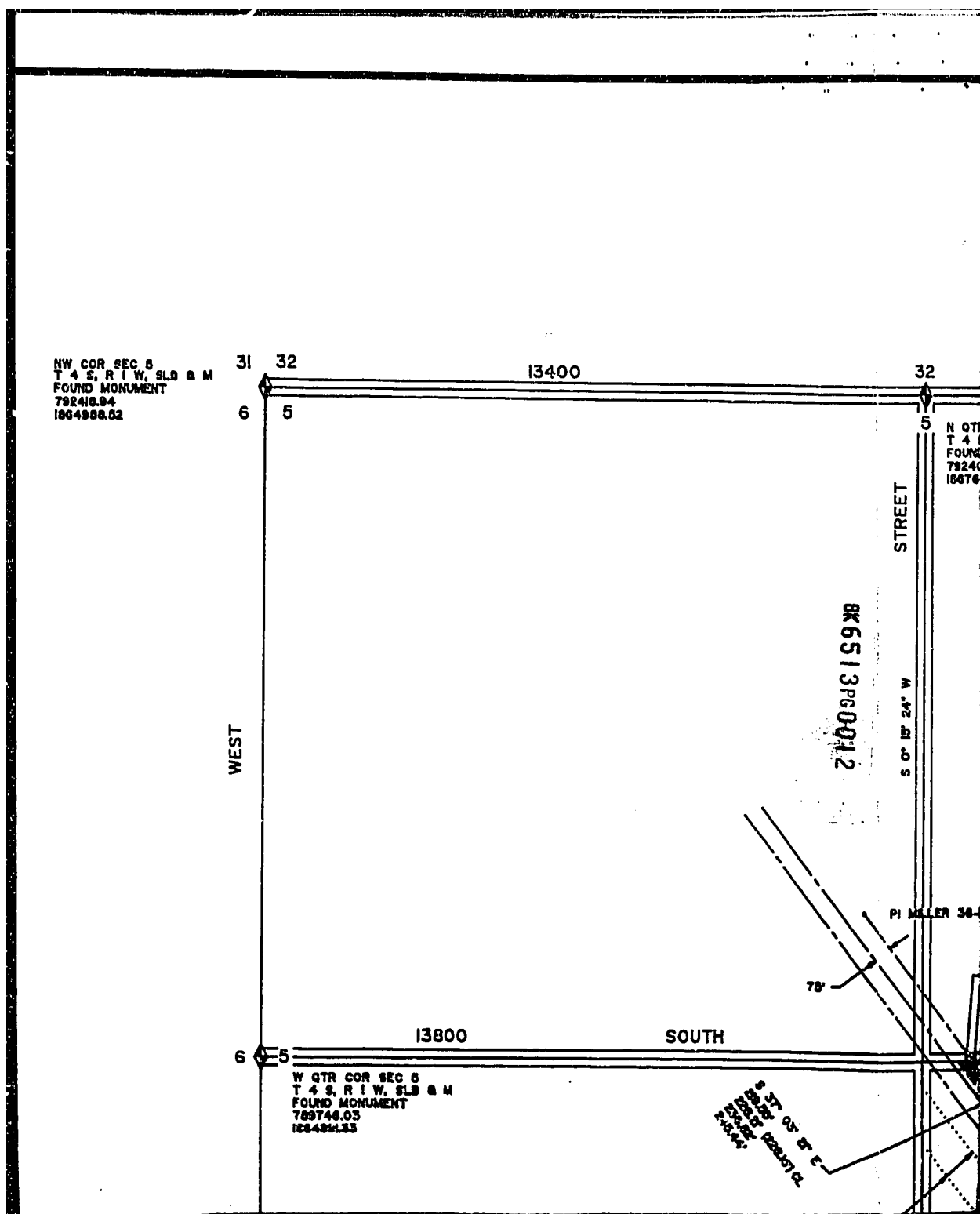
Project Name

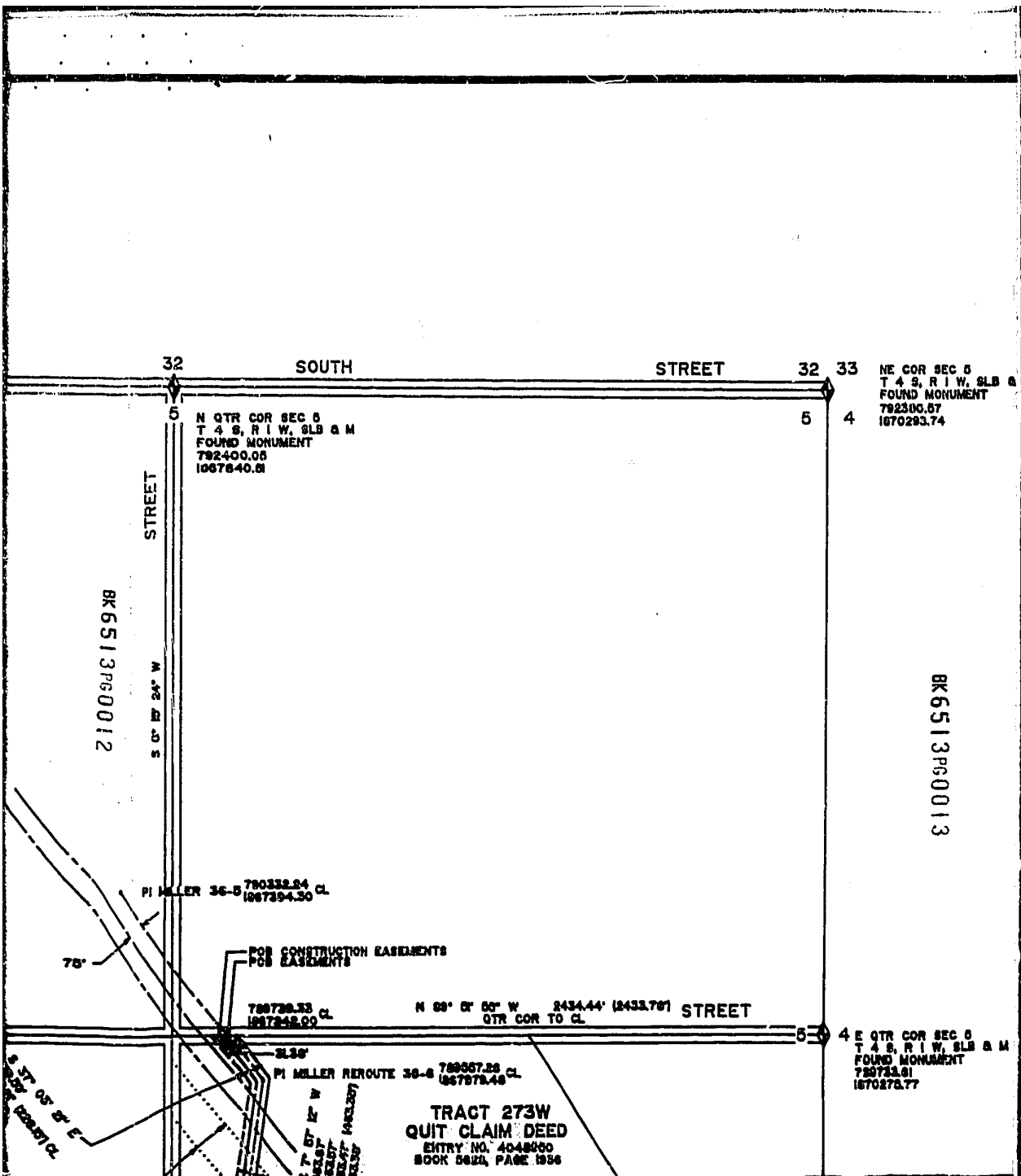
Land No. 273W

Dwg. No.

ATT: Richard D. Yeaman - MS10214

06513PG0011





NE COR SEC 6
T 4 S, R 1 W, S 12 & M
FOUND MONUMENT
792390.07
1370293.74

866513P60013

QTR COR SEC 6
T 4 S, R 1 W, S 12 & M
FOUND MONUMENT
81723.61
870870.77

BK 6513 Pg 0014

EXHIBIT "A"

CERTIFICATE OF SURVEY

I, RICHARD W. MILLER, REGISTERED LAND SURVEYOR, STATE OF UTAH, HOLDING LICENSE NUMBER 4778, CERTIFY THAT I HAVE SURVEYED THE FOLLOWING DESCRIBED EASEMENTS ON THE GROUND AS SHOWN ON THIS PLAT.

THE FOLLOWING EASEMENT DESCRIPTIONS ARE A PART OF A TRACT OF LAND SITUATED IN SECTION 8, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, CONVEYED BY QUIT CLAIM DEED RECORDED AS ENTRY NUMBER 4048860, BOOK 8628, PAGE 1938, SALT LAKE COUNTY RECORDER, STATE OF UTAH, AND HANSEN MAYNARD INVESTMENT COMPANY, LTD., GRANTEE.

EASEMENT DESCRIPTION

BEGINNING ON THE NORTH LINE OF THAT TRACT OF LAND CONVEYED TO MAYNARD INVESTMENT COMPANY, LTD., BY QUIT CLAIM DEED ENTRY NUMBER 4048860, BOOK 8628, PAGE 1938 AS RECORDED AND ON FILE IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, STATE OF UTAH, AT A POINT WHICH IS NORTH 88°07'55" WEST (BEARINGS ARE BASED ON UTAH STATE PLANE COORDINATE SYSTEM - CENTRAL ZONE) ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 8 TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, 2434.44 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 8, AND RUNNING THENCE SOUTH 88°07'55" EAST 21.38 FEET ALONG SAID NORTH LINE OF SAID TRACT OF LAND; THENCE SOUTH 37°03'21" EAST 219.08 FEET; THENCE SOUTH 07°57'12" WEST 483.86 FEET; THENCE SOUTH 37°28'39" EAST 803.61 FEET; THENCE SOUTH 37°02'31" EAST 71.63 FEET MORE OR LESS TO SOUTH LINE OF SAID TRACT OF LAND; THENCE NORTH 88°07'41" WEST 62.76 FEET; THENCE NORTH 37°02'31" WEST 33.36 FEET; THENCE NORTH 37°28'39" WEST 824.53 FEET; THENCE NORTH 07°57'12" EAST 483.87 FEET; THENCE NORTH 37°03'21" WEST 236.82 FEET MORE OR LESS TO THE NORTH LINE OF SAID TRACT OF LAND; THENCE SOUTH 88°07'55" EAST 21.38 FEET ALONG SAID NORTH LINE OF SAID TRACT OF LAND TO THE POINT OF BEGINNING.

CONTAINS 1.79 ACRES
.05 ACRES LESS STREET
1.74 ACRES NET

CONSTRUCTION EASEMENT DESCRIPTION

BEGINNING ON THE NORTH LINE OF THAT TRACT OF LAND CONVEYED TO MAYNARD INVESTMENT COMPANY, LTD., BY QUIT CLAIM DEED ENTRY NUMBER 4048860, BOOK 8628, PAGE 1938 AS RECORDED AND ON FILE IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, STATE OF UTAH, AT A POINT WHICH IS NORTH 88°07'55" WEST (BEARINGS ARE BASED ON UTAH STATE PLANE COORDINATE SYSTEM - CENTRAL ZONE) ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 8 TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, 2434.44 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 8, AND RUNNING THENCE SOUTH 37°03'21" EAST 219.08 FEET; THENCE SOUTH 07°57'12" WEST 483.87 FEET; THENCE SOUTH 37°28'39" EAST 803.61 THENCE SOUTH 37°02'31" EAST 71.63 FEET MORE OR LESS TO SOUTH LINE OF SAID TRACT OF LAND; THENCE NORTH 88°07'41" WEST 62.76 FEET; THENCE NORTH 37°02'31" WEST 33.36 FEET; THENCE NORTH 37°28'39" WEST 824.53 FEET; THENCE NORTH 07°57'12" EAST 483.87 FEET; THENCE NORTH 37°03'21" WEST 240.44 FEET MORE OR LESS TO THE NORTH LINE OF SAID TRACT OF LAND; THENCE SOUTH 88°07'55" EAST 21.38 FEET ALONG SAID NORTH LINE OF SAID TRACT OF LAND TO THE POINT OF BEGINNING.

BK 6513 pg 0014

BK 6513 pg 0015

WEST

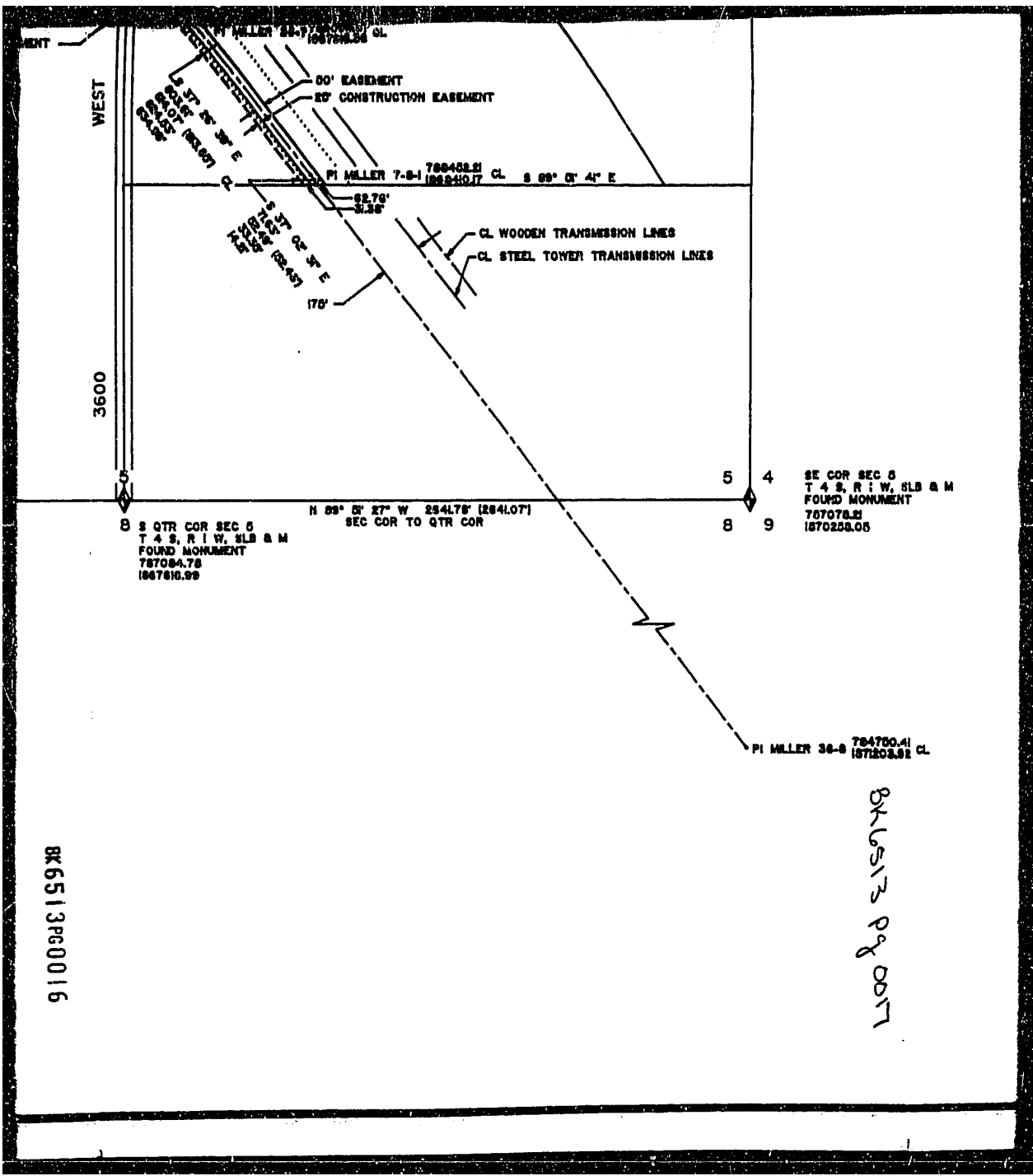
3600

4000

6 5
7 8

8 2 QTR
T 4 S
FOUND
78708
1867816

BK 6513 PG 0016



BK 6513 PG 0016

BK 6513 PG 0017

N



SCALE: 1" = 400'

FOR SEC 8
S, R 1 W, SLB & M
D MONUMENT
178.21
228.05

784750.41
1871203.92 CL

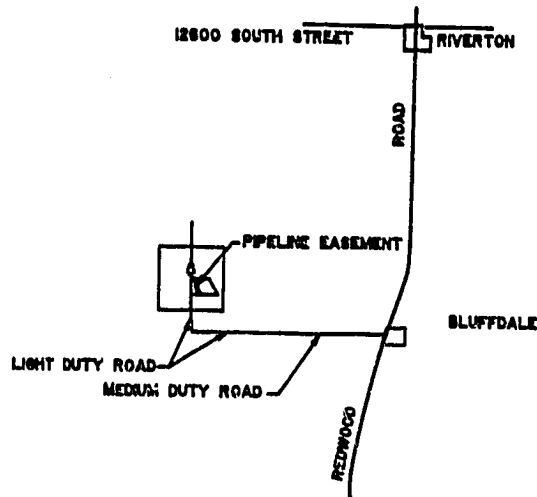
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T
K

.08 ACRES LESS STREET
.07 ACRES NET



VICINITY MAP

GENERAL NOTES

1. BASIS OF BEARING FOR THIS SURVEY IS UTAH STATE PLANE COORDINATE SYSTEM - CENTRAL ZONE AS ESTABLISHED BY TOSH SURVEY COMPANY, SAN ANTONIO, TEXAS, JOB NO. 1820 - 1830.
2. COORDINATES ARE UTAH STATE PLANE CENTRAL ZONE
3. COMBINED ADJUSTMENT FACTOR = 0.9997300
4. UNLESS OTHERWISE NOTED BEARINGS ARE STATE PLANE
5. DISTANCES ARE GROUND
6. DISTANCES IN PARENTHESES ARE STATE PLANE
7. CL = CENTER LINE OF EASEMENT
8. PL = PROPERTY LINE

BK6513PG0019

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TRACT 273W

SEC 5, T 4 S, R 1 W, SLB 8 M

KRGT KERN RIVER GAS TRANSMISSION COMPANY

PROPOSED PIPELINE EASEMENT ACROSS THE PROPERTY OF
MAYNARD INVESTMENT COMPANY
SALT LAKE COUNTY, UTAH

DATE: APRIL, 1991

REF: ALIGNMENT SHEET KE-T2-1000-33W

JOB NO. 90021-1

PREPARED BY MILLER ASSOCIATES

LAND SURVEYORS
3325 W. CALIFORNIA AVE.

PHONE 801-975-1063
SALT LAKE CITY, UTAH, 84104

EXHIBIT "B"

TRACT 273W

Grantor further agrees to execute such other documents as may be reasonably necessary to ensure that Grantee receives a clear and unencumbered easement interest in the subject property as described herein.

BK6513PG0020

ACKNOWLEDGEMENT

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 27th day of August, 1992, personally appeared before me Monte E. Maynard, who, being by me duly sworn, did say that he is (a/the) General Partner of Maynard Investment Company, a Utah Limited Partnership, and that the Exclusive Right-of-Way and Easement was signed on behalf of said Limited Partnership and said Monte E. Maynard acknowledged to me that he as such General Partner executed the same.

Monte E. Maynard
NOTARY PUBLIC
Residing at: Salt Lake Co., UT

My Commission Expires:



8K6513PG0021