

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

STATE OF UTAH

COUNTY OF SALT LAKE

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 68900, Salt Lake City, Utah 84168-0900, 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:

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, raseeding and installation of erosion control structures.

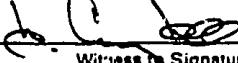
Grantor reserves the right to use and enjoy said property except for the purposes herein granted, but such use shall not hinder, conflict or interfere with Grantee's surface or subsurface rights hereunder or disturb its facilities and no road, reservoir, excavation, change in surface grade, obstruction 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.

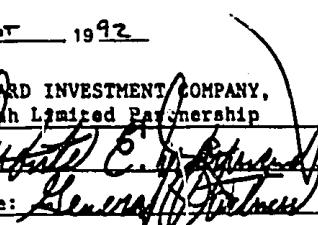
It is hereby understood that the parties securing this grant in behalf of the Grantee are without authority to make any covenant or agreement not herein expressed.

WITNESS THE EXECUTION HEREOF THE 27th DAY OF August 1992

By


Witness to Signature(s)

MAYNARD INVESTMENT COMPANY,
a Utah Limited Partnership

By: 
Title: General Partner

Project Name

Land No. 273W Dwg. No. _____

ISSUED 3/9/90

ATT: RICHARD D. YEAMANS - MS10214

BR6513PG0011

NW COR SEC 5
T 4 S, R 1 W, SLD & M
FOUND MONUMENT
782410.94
1864988.52

31 32

13400

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N OTR
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78240
18676

STREET

886513P60012

S 0° 15' 24" W

PI MELLER 38

78'

SOUTH

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W CTR COR SEC 5
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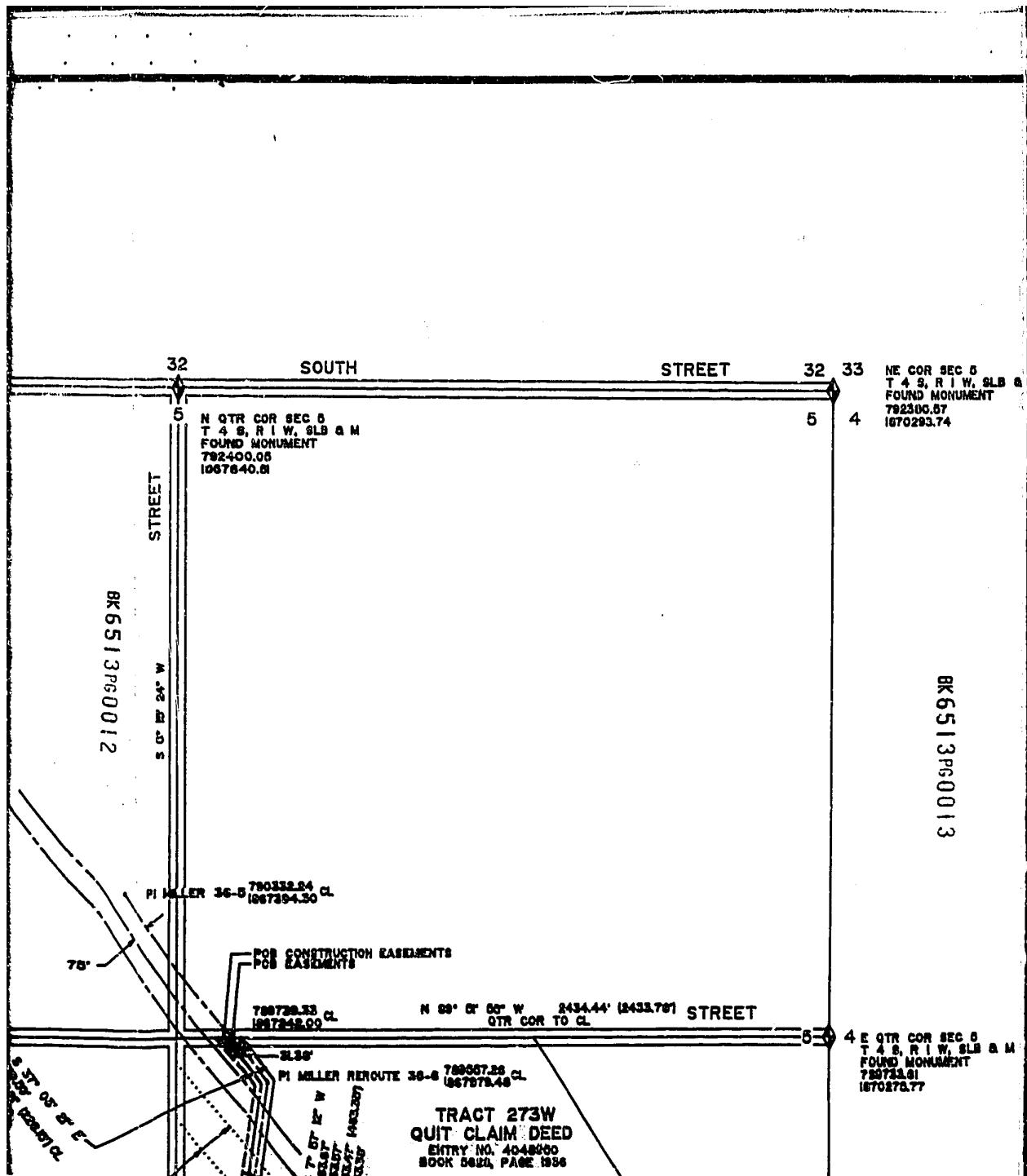
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NE COR SEC 5
1 4 S, R 1 W, SLD 0 M
FOUND MONUMENT
792500.07
1370293.74

OK 6513 PG 004

GTR COR SEC 5
4 S, R 1 W, SLD 0 M
FOUND MONUMENT
807243.61
870270.77

OK 6513 PG 004

EXHIBIT "A"

CERTIFICATE OF SURVEY

I, RICHARD W. MILLER, REGISTERED LAND SURVEYOR, STATE OF UTAH, HOLDING
LICENSE NUMBER 4770, 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 6, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN,
CONVEYED BY QUIT CLAIM DEED RECORDED AS ENTRY NUMBER 4048860, BOOK 6628,
PAGE 1038, SALT LAKE COUNTY RECORDER, STATE OF UTAH, AND NAMERS 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
6628, PAGE 1038 AS RECORDED AND ON FILE IN THE OFFICE OF THE SALT LAKE
COUNTY RECORDER, STATE OF UTAH, AT A POINT WHICH IS NORTH $39^{\circ}51'55''$ WEST
(BEARINGS ARE BASED ON UTAH STATE PLANE COORDINATE SYSTEM - CENTRAL ZONE)
ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 6 TOWNSHIP 4
SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, 2434.44 FEET FROM THE
EAST QUARTER CORNER OF SAID SECTION 6; AND RUNNING THENCE SOUTH $39^{\circ}51'55''$
EAST 2188 FEET ALONG SAID NORTH LINE OF SAID TRACT OF LAND; THENCE SOUTH
 $37^{\circ}03'27''$ EAST 219.08 FEET; THENCE SOUTH $07^{\circ}57'12''$ WEST 403.38 FEET; THENCE
SOUTH $37^{\circ}26'39''$ EAST 803.61 FEET; THENCE SOUTH $37^{\circ}02'37''$ EAST 71.63 FEET
MORE OR LESS TO SOUTH LINE OF SAID TRACT OF LAND; THENCE NORTH $39^{\circ}51'41''$
WEST 62.76 FEET; THENCE NORTH $37^{\circ}02'37''$ WEST 33.38 FEET; THENCE NORTH
 $37^{\circ}26'39''$ WEST 824.33 FEET; THENCE NORTH $07^{\circ}57'12''$ EAST 403.37 FEET; THENCE
NORTH $37^{\circ}02'37''$ WEST 236.82 FEET MORE OR LESS TO THE NORTH LINE OF SAID
TRACT OF LAND; THENCE SOUTH $39^{\circ}51'55''$ EAST 2188 FEET ALONG SAID NORTH LINE
OF SAID TRACT OF LAND TO THE POINT OF BEGINNING.

CONTAINS 1.78 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
6628, PAGE 1038 AS RECORDED AND ON FILE IN THE OFFICE OF THE SALT LAKE
COUNTY RECORDER, STATE OF UTAH, AT A POINT WHICH IS NORTH $39^{\circ}51'55''$ WEST
(BEARINGS ARE BASED ON UTAH STATE PLANE COORDINATE SYSTEM - CENTRAL ZONE)
ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 6 TOWNSHIP 4
SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, 2434.44 FEET FROM THE
EAST QUARTER CORNER OF SAID SECTION 6; AND RUNNING THENCE SOUTH $37^{\circ}02'27''$
EAST 2188.82 FEET; THENCE SOUTH $07^{\circ}57'12''$ WEST 403.37 FEET; THENCE SOUTH
 $37^{\circ}26'39''$ EAST 824.33 FEET; THENCE SOUTH $37^{\circ}02'37''$ EAST 33.38 FEET MORE OR LESS
TO SOUTH LINE OF SAID TRACT OF LAND; THENCE NORTH $39^{\circ}51'41''$ WEST 31.38
FEET; THENCE NORTH $37^{\circ}02'37''$ WEST 14.81 FEET; THENCE NORTH $37^{\circ}26'39''$ WEST
624.39 FEET; THENCE NORTH $07^{\circ}57'12''$ EAST 403.37 FEET; THENCE NORTH
 $37^{\circ}02'27''$ WEST 2434.44 FEET MORE OR LESS TO THE NORTH LINE OF SAID TRACT OF
LAND; THENCE SOUTH $39^{\circ}51'55''$ EAST 2188 FEET ALONG SAID NORTH LINE OF SAID
TRACT OF LAND TO THE POINT OF BEGINNING.

BK 6813 Pg 8/4

8K6513P0015.

WEST

1988
1988
1988

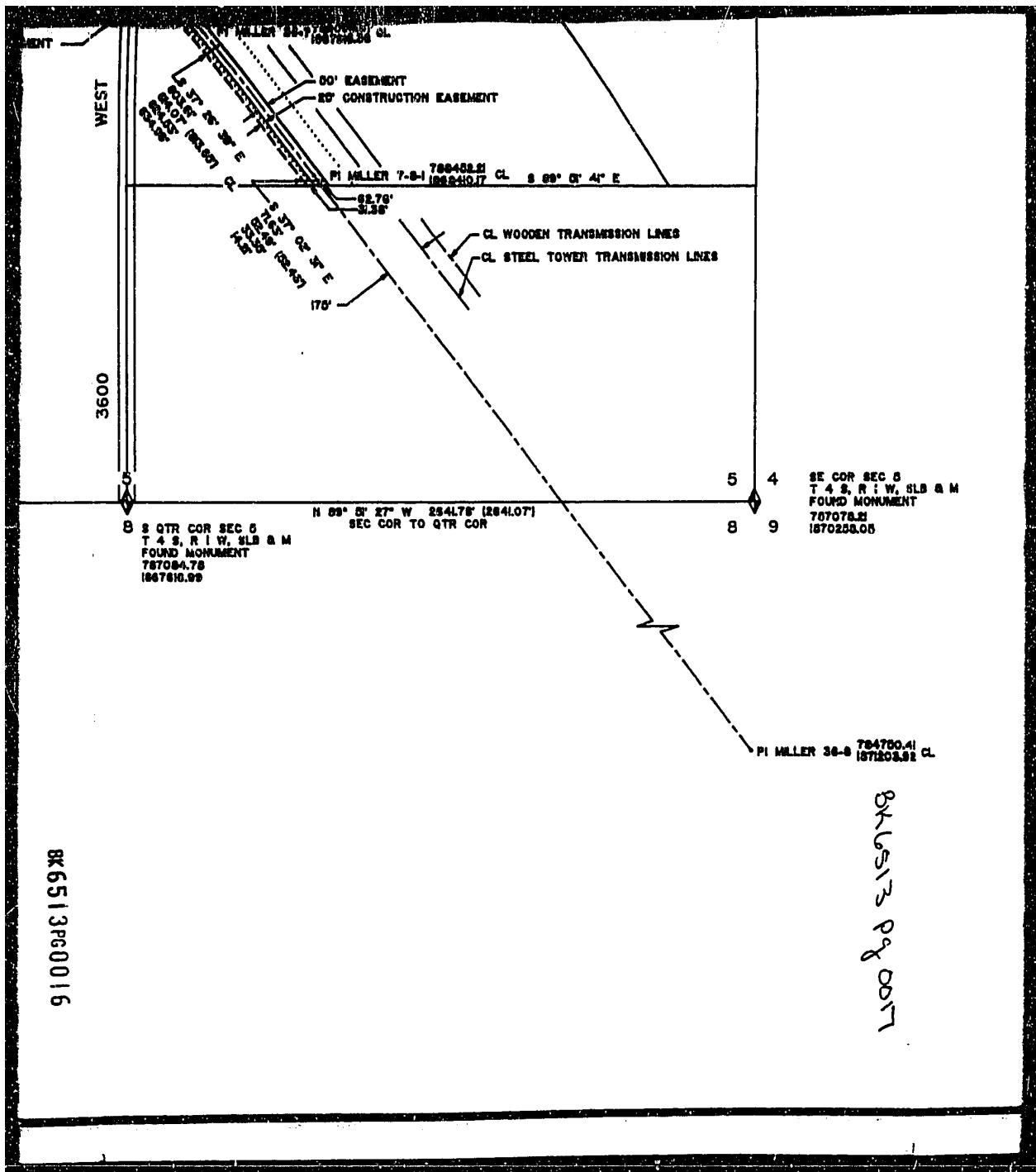
0093

8 S QTR
T 4 S
FOUND
78706
1067816

4000

6 5
7 8

8K6513PG0016



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SCALE: 1" = 400'

FOR SEC 5
S. R. I. W. SLE & M
D MONUMENT
78.21
208.05

784780.41 CL
187120.98

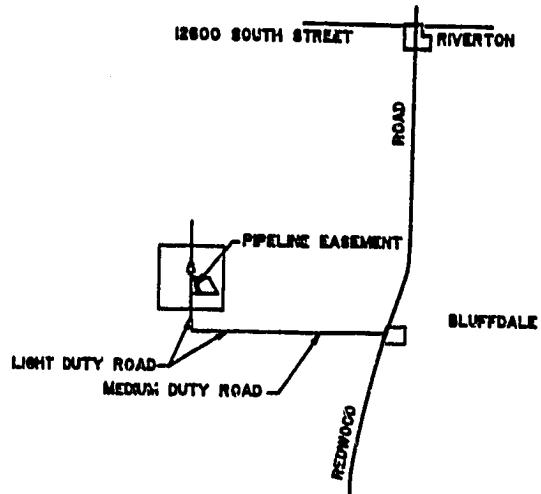
8X16513 PG 0018



8X6513 PG 0018



.02 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 TOBIN SURVEY COMPANY, SAN ANTONIO, TEXAS, JOB NO. 1620 - 1990.
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

TRACT 273W SEC 5, T 4 S, R 1 W, SLB & M
KRGK 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
3225 W. CALIFORNIA AVE.

PHONE 801-975-1083
SALT LAKE CITY, UTAH, 84104

BK6513PG0018

EXHIBIT "B"

TRACT 273W

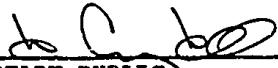
Grantor further agrees to execute such other documents as may be reasonably necessary to ensure that Grantee receives a clear and unencumbered easement interest in the subject property as described herein.

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ACKNOWLEDGEMENT

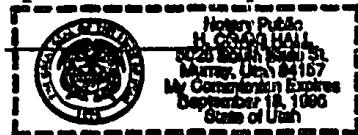
STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On the 27th day of August, 1992, personally appeared before me Mark G. 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 Mark G. Maynard acknowledged to me that he as such General Partner executed the same.


NOTARY PUBLIC
Residing at:

Salt Lake Co., UT

My Commission Expires:



8K6513PC0021