

5372036

KERN RIVER GAS TRANSMISSION COMPANY

5372036

 13 NOVEMBER 92 10:21 AM
 KATIE L. DIXON
 RECORDER, SALT LAKE COUNTY, UTAH
 KERN RIVER GAS
 295 CHIPETA WAY PO BOX 58900
 SLC UT 84158
 REC BY: SHARON WEST , DEPUTY

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 8900, 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, a 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, electric and communications cables, 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 northeasterly side and 25 feet on the southwesterly 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.
A portion of the SE4	31	3 South	1 West	SLB&M

As more particularly described on the survey plat attached as Exhibit "A" which is by this reference made a part hereof.

The terms and conditions on Exhibit "B" are attached hereto and by this reference are 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 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 of the facilities; thereafter, Grantee shall have the right to cut and keep clear without payment

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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.

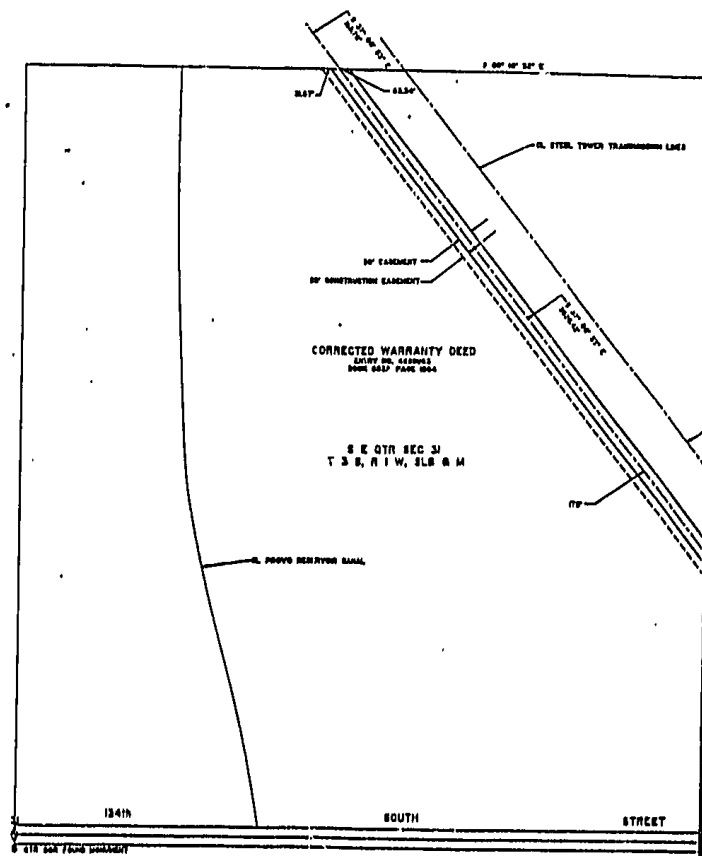
It is hereby understood that the parties securing this grant in behalf of the Grantee are without authority to make any covenant to agreement not herein expressed.

WITNESS THE EXECUTION HEREOF THE 28th DAY OF October, 1992.

By

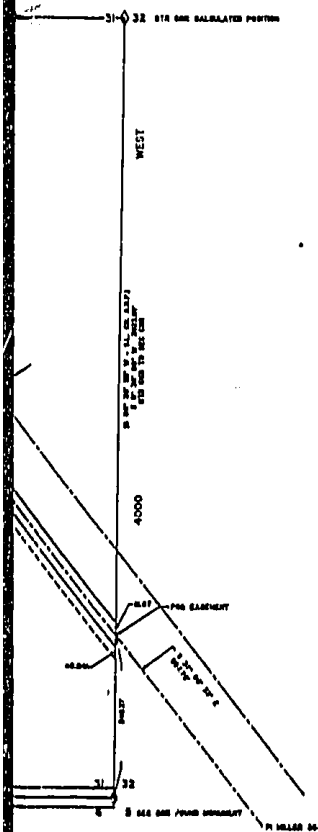
Brightie Rasmussen
Witness to Signature(s)

Daro E. Hamilton
Daro E. Hamilton



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EXHIBIT "A"



CERTIFICATE OF SURVEY

I, RICHARD W. MILLER, REGISTERED LAND SURVEYOR, STATE OF UTAH, HOLDING LICENSE NUMBER 4776, CERTIFY THAT I HAVE SURVEYED THE FOLLOWING DESCRIBED EASEMENT ON THE LAND AS SHOWN ON THIS PLAN:

A 60 FOOT WIDE RIGHT-OF-WAY AND EASEMENT LYING 30 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

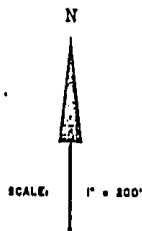
BEGINNING AT A POINT ON THE EAST LINE OF A TRACT OF LAND BOUNDARY BY CORRECTED QUADRANTARY DEED, CITY RECORDS, DEEDS BOOK 254, AS RECORDED AND ON FILE IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, STATE OF UTAH, 340 FEET MORE NORTH 00°00'00" EAST 34.57 FEET ALONG SOUTHERN LINE BEARING AND 34.57 ON UTAH STATE PLANE COORDINATE SYSTEM - CENTRAL, 22ND FROM THE SOUTHEAST CORNER OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASIN AND 34.57 ON UTAH STATE PLANE COORDINATE SYSTEM - CENTRAL, 22ND FROM THE SOUTHEAST CORNER OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASIN, MORE OR LESS, TO THE NORTH LINE OF SAID TRACT OF LAND.

CONTAINS: 546 ACRES.

TOGETHER WITH AND INCLUDING A TEMPORARY 60 FOOT WIDE UNIMPROVED RIGHT-OF-WAY AND EASEMENT CONTIGUOUS WITH AND PARALLEL TO THE SOUTHWEST LINE OF THE ABOVE DESCRIBED 60 FOOT EASEMENT.

CONTAINS: 146 ACRES.

NOT LEGIBLE FOR MICROFILM
C. L. RECORDED



GENERAL NOTES

1. NAME OF RECORD FOR THIS SURVEY IN UTAH STATE PLANE COORDINATE SYSTEM - CENTRAL, 22ND AS ESTABLISHED BY TOWN PLAT COMPANY, 1400 ANTONIO, TEXAS, 400 NO. 1000 - 1978.
2. DISTANCES ARE GROUND.
3. PL. = CENTER LINE OF EASEMENT.
4. PL. = PROPERTY LINE.



TRACT 268W		SEC 34, T 3 S, R 1 W, S 4 & 5	
KRG T KERN RIVER GAS TRANSMISSION COMPANY			
PROPOSED PIPELINE EASEMENT ACROSS THE PROPERTY OF			
DARO E. HAMILTON			
SALT LAKE COUNTY, UTAH			
DATE: APRIL, 1978		JOB NO. 06084	
REF: ALIGNMENT SHEET RE-73-1000-22W.36W			
PREPARED BY MILLER ASSOCIATES, INC.			
LAND SURVEYORS		PHONE 501-072-0003	
3025 W. CALIFORNIA AVE.		SALT LAKE CITY, UTAH, 84104	

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EXHIBIT "B"

TRACT 268W

Grantor 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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INDIVIDUAL

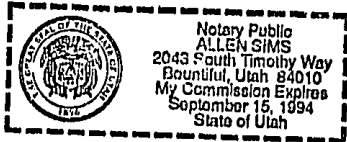
STATE OF Utah)
COUNTY OF Salt Lake) SS.

On the 28th day of October, 1992, personally appeared
before me, Dana Hamilton, the signer of the above
instrument, who duly acknowledged to me that he executed the same.

My commission expires:

Dana Hamilton
Notary Public

Residing at _____



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