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KERN RIVER GAS TRANSMISSION COMPANY 13 NOVEMBER 92 10:21 AM
RIGHT-OF-WAY AND EASEMENT KATIE L. DIXON
RECODER, SALT LAKE COUNTY, UTAH
KERN RIVER GAS
295 CHIPETA WAY PO BOX 58900
SLC UT 84158
REC BY: SHARON WEST , DEPUTY

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:

<u>Subdivision</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>P.M.</u>
A portion of the SE ⁴	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, 1972.

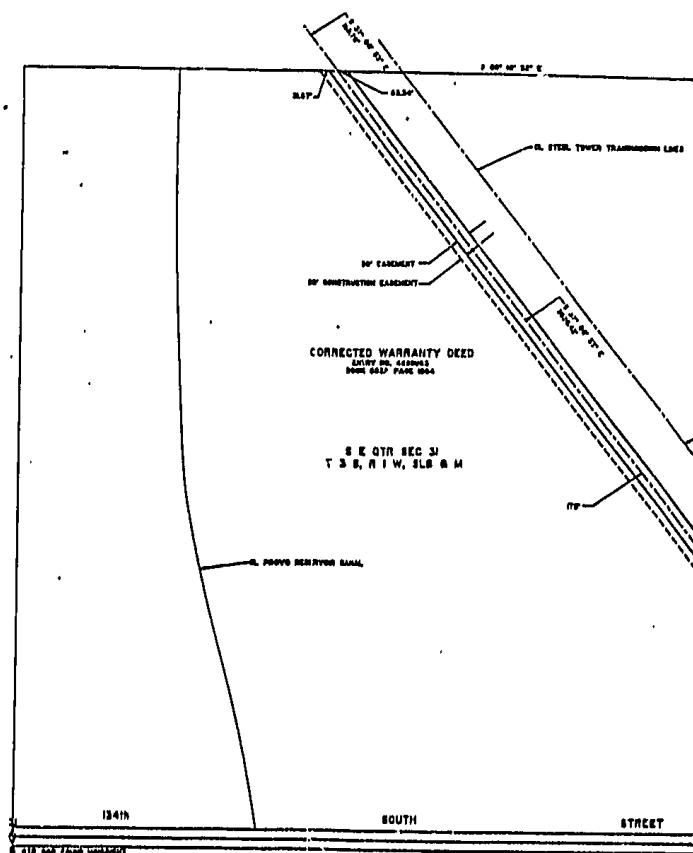
By

Brightie Rasmussen
Witness to Signature(s)

Daro E. Hamilton
Daro E. Hamilton

Land No. 260W

PSR 6554 PG 1421



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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 EASEMENT ON THE PROPERTY AS SHOWN ON THE PLAT.

A 50 FOOT DEEP RIGHT-OF-WAY AND EASEMENT LYING 30 FEET EACH SIDE OF THE FOLLOWING DESCRIBED BOUNDARIES:

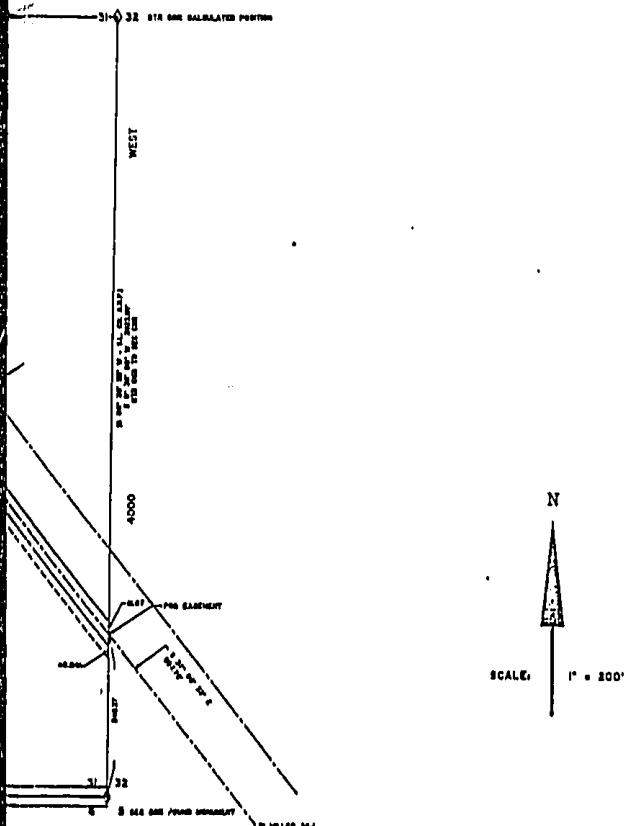
RECORDING AT A POINT ON THE EAST LINE OF A TRACT OF LAND DESCRIBED BY
EVIDENCED WARRANTY DEED, ENTRY NUMBER 642635, BOOK PAGE 146, AS
EVIDENCED AND FILED IN THE OFFICE OF THE UTAH LAND TITLE REGISTRY,
STATE OF UTAH, ON THE 14TH DAY OF JUNE, 1980. THE EAST SALT LAKE FEET ALONG
BENTON LINE BREAKING ARE BASED ON UTAH STATE PLANE COORDINATE SYSTEM.
CENTRAL UTM FROM THE SOUTHEAST BORDER OF SECTION 16, TOWNSHIP SOUTH,
WILSON 1 WEST, SALT LAKE BASE AND MERIDIAN AND DIVIDING THESE NORTH
THREE WEST SALT LAKE FEET, MORE OR LESS, TO THE NINTH LINE OF SAB
TRACT OF LAND.

CONTAINS 2.8 AGRS.

TOGETHER WITH AND INCLUDING A TEMPORARY 50 FOOT WIDE GROUTING LINE RIGHT-OF-WAY AND EASEMENT CONTINUOUS WITH AND PARALLEL TO THE SOUTHWEST LINE OF THE ABOVE DETERMINED 50 FOOT EASEMENT.

NOT LEGIBLE FOR MICROFILM
CO. RECORDER

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TRACT 268W		SEG 24, T 3 S, R 1 W, SLD & M
KRGK KERN RIVER GAS TRANSMISSION COMPANY		
PROPOSED PIPELINE EASEMENT ACROSS THE PROPERTY OF		
DARO E. HAMILTON		
SALT LAKE COUNTY, UTAH		
DATE: APR. 1984	REF: ALIGNMENT SHEET RE-73-000-28W,38W	JOB NO. 00004
PREPARED BY: MILLER ASSOCIATES, INC.		
LARGE SURVEYORS		PHONE: 801-976-1023
3235 W. CALIFORNIA AVE.		SALT LAKE CITY, UTAH 84104

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.

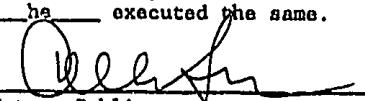
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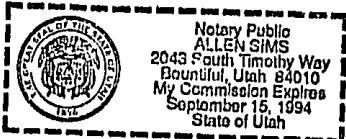
INDIVIDUAL

STATE OF Utah)
COUNTY OF Salt Lake) SS.

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

My commission expires:


Notary Public
Residing at _____



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