

Recorded at the request of
Kern River Gas Transmission Company

When Recorded Mail to:

Kern River Gas Transmission Company
3683 West 2270 South, Suite C
Salt Lake City, UT 84120
Attn: Cynthia Lowrey

8313065
08/05/2002 03:51 PM 32.00
Book - 8629 Pg - 1038-1049
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
KERN RIVER GAS TRANSMISSION CO
STE C
3683 W 2270 S
SALT LAKE CITY UT 84120
BY: EHR, DEPUTY - WI 12 P.

Assessor Parcel No. 14-11-400-004

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

On this, the 30th day of July, 2002, for Ten Dollars (\$10.00) and other valuable consideration, SALT LAKE COUNTY, a body corporate and politic of the state of Utah, and SALT LAKE CITY, a municipal corporation of the State of Utah, as tenants in common, whose address is 2001 S. State St. #N4500, Salt Lake City, Utah 84190 ("Grantor"), do(es) hereby grant, sell and convey to **KERN RIVER GAS TRANSMISSION COMPANY**, P.O. Box 58900, Salt Lake City, Utah 84158-0900 ("Grantee"), its successors and assigns, an exclusive right-of-way and easement ("Easement") to locate, survey, construct, entrench, maintain, repair, replace, protect, inspect and operate a pipeline or pipelines, cathodic equipment and/or appurtenances which may be constructed above or below ground including but not limited to valves and metering equipment; electrical and/or communications cable, underground conduit, splicing boxes; and roads ("facilities") which may be over, under and through the land described below. Grantor warrants that it is the owner in fee simple of the land, situated in the County of **Salt Lake** State of **Utah**. The Permanent Easement and Right-of-Way shall be a strip of land 25 feet in width being 25 feet on the westerly side of the centerline of the pipeline as constructed being more particularly described in Exhibit "A" attached hereto and made a part hereof.

This Easement conveys to Grantee the right of ingress and egress to and from, and access on and within said right-of-way, with the right to use existing and future roads for the purposes of surveying, constructing, inspecting, repairing, protecting, operating and maintaining the facilities and the addition, removal or replacement of same at will, either in whole or in part, with either like or different size pipe ("work"). 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.

Grantee agrees to double ditch the topsoil while excavating by separating and replacing the topsoil during construction. Grantor consents to an additional fifteen (15') feet of temporary construction space to accommodate the topsoil separation.

Grantee agrees that within a reasonable time following the completion of its work and subject to weather and/or soil conditions, Grantee shall, as near as practicable, restore said right-of-way to its original contour and condition. Grantee agrees to compensate Grantor adequately for damages which directly result from its work, including loss of business, timber, growing crops, pasture and livestock. Any other recognizable damages to other real or personal property that resulted from its work shall be repaired by Grantee, or the Grantor shall be compensated for such repairs. Grantee shall have the right to cut and to keep clear without payment of damages all trees, brush, native growth or foliage 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.

Tract # K-UT-SL-173W, 175W, 177W

8313065

BK8629PG1038

Grantee shall possess the above-described rights and Easement, together with all rights necessary to operate, protect and maintain the facilities within the right-of-way granted to the Grantee, its successors and assigns. Grantee may assign the rights and Easement granted under this agreement, either in whole or in part, subject to the terms of this grant, with such rights and Easement deemed to be covenants running with the land and to be binding upon Grantor, its heirs, legal representatives and successors in title.

Grantee may at any time permanently abandon said right-of-way and Easement and, at its discretion, may remove or abandon in place the improvements constructed on it. Upon such abandonment action, Grantee may, at its discretion, execute and record a reconveyance and release of this Easement whereupon this right-of-way and Easement with all rights and privileges mutually granted shall be fully canceled and terminated.

Grantor reserves the right to use and enjoy said property except for the purposes granted in this Easement. Grantor shall have the right to cultivate, work, plow, harvest and use the land granted within the Easement so long as it shall not hinder, conflict or interfere with Grantee's surface or subsurface rights or disturb its ability to operate, maintain and protect its facilities.

Grantee shall indemnify and hold Grantor harmless from and against any and all loss, damage, or injury which may result from the construction, operation and maintenance of the facilities; provided, however, that said loss, damage, or injury does not arise out of or result from the actions of the Grantor, (his/her) agents or employees. This indemnification by Grantee shall include environmental liability caused by Grantee's actions or inactions.

Grantor agrees to indemnify Grantee against any environmental liability that was caused solely by the Grantor's actions or inactions. This indemnification by Grantor is subject to and governed by the Utah Governmental Immunity Act, Utah Code Ann. §§ 63-30-1, et seq.

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 shall be subrogated to such lien and rights.

It is mutually understood and agreed that this Easement and the attached exhibits, as written, cover and include all of the agreements and stipulations between the parties and that no representations or statements, verbal or written, have been made modifying, adding to or changing the terms of this agreement.

Grantee agrees to bury the pipeline a minimum depth of 5 feet for a distance of approximately 2500 feet, beginning at California Avenue and continuing in a northerly direction across Grantor's property.

Grantee agrees to cover the above section of pipeline with any necessary structures to prevent damage to the pipeline from heavy truck traffic. Grantor agrees no heavy truck traffic in excess of 80,000 pounds gross vehicle weight or 32,000 pounds per vehicle axle on multi-axle loads shall be allowed to cross the pipeline without permission from Grantee.

Grantor and Grantee agree that Grantor has made Grantee aware it may construct a railroad spur across the property in the future in the area beginning at California Avenue and continuing in a northerly direction across Grantor's property. Grantee agrees that prior to the installation of the railroad spur Grantee will utilize the necessary construction methods to protect the integrity of its pipeline at Grantee's expense.

Grantor reserves the right to cross the pipeline Right-of-Way with roads and/or other utility lines provided such crossings are made with 90 days prior written notice.

This document may be signed in counterparts and shall be binding upon each party executing any counterpart.

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The terms, conditions and provisions of this agreement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties.

IN WITNESS WHEREOF the parties have EXECUTED THIS CONVEYANCE AND AGREEMENT THIS 30th DAY OF July, 2002.

Grantors:
SALT LAKE COUNTY, a body corporate and politic of the state of Utah

By [Signature]
Salt Lake County Mayor Nancy Workman

By [Signature]
Sherrie Swensen
Salt Lake County Clerk

SALT LAKE CITY, a municipal corporation of the state of Utah

ATTEST:

By: _____

By: _____

Title _____

Title _____

KERN RIVER GAS TRANSMISSION COMPANY

[Signature]
Attorney-in-Fact

APPROVED AS TO FORM
Salt Lake County District Attorney's Office
By [Signature]
Deputy District Attorney
Date 5/22/02

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BK 8629PG1040

ACKNOWLEDGMENT

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

On this 31 day of July, 2002, personally appeared before me Nancy Workman, who being by me duly sworn, did say and acknowledge that she is the Mayor of Salt Lake County, and that the foregoing instrument was signed by her on behalf of Salt Lake County by authority of law.

[SEAL]

Karen R. Lowe
NOTARY PUBLIC, Residing in Salt Lake County, Utah



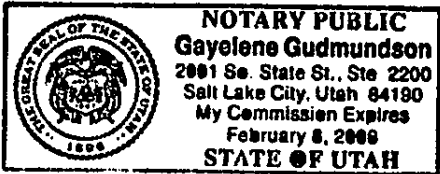
ACKNOWLEDGMENT

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

On this 30th day of July, 2002, personally appeared before me Sherrie Swensen, who being by me duly sworn, did say and acknowledge that she is the Clerk of Salt Lake County, and that the foregoing instrument was signed by her on behalf of Salt Lake County by authority of a Resolution of the Salt Lake County Council.

[SEAL]

Gayelene Gudmundson
NOTARY PUBLIC, Residing in Salt Lake County, Utah



ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 200____, by _____

My Commission Expires: _____

Notary Public in and for _____ County, State of _____

Tract # K-UT-SL-173W, 175W, 177W

BK8629PG1041

ACKNOWLEDGMENT---ATTORNEY-IN-FACT

STATE OF Utah)

COUNTY OF Salt Lake)

On this 2nd day of August, 2002, Charles W. Wadell, Jr.,
personally appeared before me and being by me duly sworn, did say that ~~she~~/he is the Attorney-in-Fact of
Kern River Gas Transmission Company, and that the Agreement was signed on behalf of Kern River Gas
Transmission Company and said Charles W. Wadell, Jr.
acknowledged to me that ~~she~~/he as such Attorney-in-Fact executed the same.

My Commission Expires: 9-20-2005 Craig M^e Kennon

Notary Public in and for Salt Lake County, State of Utah
rt.word.kernrivereasmt-landfill-dbl

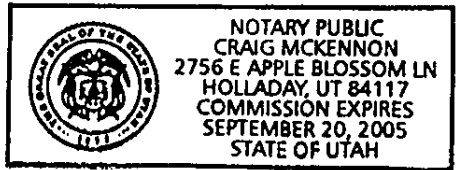


Exhibit "A"

SALT LAKE COUNTY
SALT LAKE COUNTY, UTAH
L.L. No. 173-175-177W
SHEET 1 OF 4

A TWENTY FIVE (25) FOOT WIDE PERMANENT EASEMENT

Being a twenty five (25) foot wide permanent easement lying twenty five (25) feet Westerly of the following described Survey line, also following twenty five (25) feet Westerly of an existing Kern River 36" pipeline.

Said twenty five (25) foot wide permanent easement extending over, through and across a portion of a certain tract conveyed to Salt Lake County, and being located in the East Half of Section 11, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah. Said tract being more particularly described in Deed Book 7157, Page 2328 of the Deed Records of Salt Lake County, Utah, said Survey line being more particularly described as follows:

Beginning at a point on the North line of said tract, from which a Standard Salt Lake County Brass Cap found marking the Northeast corner of said Section 11 bears North 53°49'23" East, a distance of 2603.69 feet;

THENCE South 00°12'17" West, a distance of 50.49 feet to a point marking the North line of land of others;

THENCE South 00°12'17" West, a distance of 100.12 feet across land of others to a point marking the South line of land of others;

THENCE South 00°12'17" West, a distance of 39.38 feet to a point;

THENCE South 09°08'06" East, a distance of 40.00 feet to a point;

THENCE South 18°28'49" East, a distance of 40.00 feet to a point;

THENCE South 27°48'28" East, a distance of 40.00 feet to a point;

THENCE South 37°10'04" East, a distance of 40.01 feet to a point;

THENCE South 46°30'04" East, a distance of 411.89 feet to a point;

THENCE South 37°08'42" East, a distance of 39.99 feet to a point;

THENCE South 27°46'09" East, a distance of 40.01 feet to a point;

THENCE South 18°23'39" East, a distance of 39.99 feet to a point;

THENCE South 09°02'52" East, a distance of 40.00 feet to a point;

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Exhibit "A"

SALT LAKE COUNTY (Continued)
SALT LAKE COUNTY, UTAH
L.L. No. 173-175-177W
SHEET 2 OF 4

THENCE South 00°19'46" West, a distance of 837.60 feet to a point marking the North line of land of others.

THENCE South 00°19'46" West, a distance of 170.11 feet across land of others to a point marking the South line of land of others;

THENCE South 00°19'46" West, a distance of 1945.65 feet to the point of terminus on the South line of said tract, from which a Standard Salt Lake County Brass Cap found marking the Southeast corner of said Section 11 bears South 00°19'46" West, a distance of 33.26 feet, and South 89°41'50" East, a distance of 1673.39 feet less and excepting the land of others. Said easement being 218.49 rods in length and containing 2.07 acres.

Basis of bearing East line of Section 11 being N 00°15'28" E

TEMPORARY CONSTRUCTION EASEMENT

Being a twenty five (25) foot wide strip of land, adjoined to and parallel with the Westerly line of the herein described permanent easement and a forty (40) foot wide strip of land, adjoined to and parallel with the Survey line, and the Easterly of herein described permanent easement, both temporary construction easements beginning at the North line of said tract and extending in a Southerly direction 2905.28 feet along the said Survey line, thence continuing with a twenty five (25) foot wide strip of land, adjoined to and parallel with the Westerly line of the herein described permanent easement and a twenty five (25) foot wide strip of land, adjoined to and parallel with the Survey line, and the Easterly line of the herein described permanent easement and extending in a Southerly direction 369.60 feet along the said Survey line, thence continuing with a twenty five (25) foot wide strip of land, adjoined to and parallel with the Westerly line of the herein described permanent easement and a forty (40) foot wide strip of land, adjoined to and parallel with the Survey line, and the Easterly line of the herein described permanent easement and extending in a Southerly direction 316.87 feet along the Survey line, thence continuing with a twenty five (25) foot wide strip of land, adjoined to and parallel with the Westerly line of the herein described permanent easement and a twenty five (25) foot wide strip of land, adjoined to and parallel with the Survey line, and the Easterly line of the herein described permanent easement and extending in a Southerly direction 263.93 feet along the Survey line, thence continuing with a twenty five (25) foot wide strip of land, adjoined to and parallel with the Westerly line of the herein described permanent easement and a forty (40) foot wide strip of land, adjoined to and parallel with the Survey line, and the Easterly line of the herein described permanent easement and extending in a Southerly direction 19.54 feet along the Survey line,

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SALT LAKE COUNTY (Continued)
SALT LAKE COUNTY, UTAH
L.L. No. 173-175-177W
SHEET 3 OF 4

extending or shortening the side lines of the temporary construction easement at the beginning and termination of the temporary construction easement to intersect with property lines of said tract, less and except the lands of others as described in permanent easement, and containing a total of 5.16 acres of land.

ADDITIONAL TEMPORARY WORK SPACE

Being a fifty (50) foot wide strip of land, being adjoined to and parallel with the Westerly line of the herein described twenty five (25) foot wide temporary construction easement, beginning at a point 137.13 feet Southerly of the intersection of the North line of said tract, also being the South line of lands of others, and the Westerly line of the herein described twenty five (25) foot wide temporary construction easement, and extending 200.00 feet in a Southerly, extending and shortening the side lines at the beginning to intersect with the South line of land of others, and contains 0.25 acres of land.

Being a thirty (30) foot wide strip of land, being adjoined to and parallel with the Easterly line of the herein described forty (40) foot wide temporary construction easement, beginning at a point 161.40 feet Southerly of the intersection of the North line of said tract, also being The South line of lands of others, and the Easterly line of the herein described forty (40) foot wide temporary construction easement, and extending 226.00 feet in a Southerly direction, extending and shortening the side lines at the beginning to intersect with the South line of land of others, and contains 0.15 acres of land.

Being a twenty (20) foot wide strip of land, being adjoined to and parallel with the Westerly line of the herein described twenty five (25) foot wide temporary construction easement, beginning at a point 718.06 feet Southeasterly of the intersection of the North line of said tract and the Westerly line of the herein described twenty five (25) foot wide temporary construction easement, and extending 266.38 feet in a Southerly direction, and contains 0.12 acres of land.

Being a twenty (20) foot wide strip of land, being adjoined to and parallel with the Easterly line of the herein described forty (40) foot wide temporary construction easement, beginning at a point 709.40 feet Southeasterly of the intersection of the North line of said tract and the Easterly line of the herein described forty (40) foot wide temporary construction easement, and extending 250.00 feet in a Southerly direction, and contains 0.12 acres of land.

Being a fifty (50) foot wide strip of land, being adjoined to and parallel with the Westerly line of the herein described twenty five (25) foot wide temporary construction easement, beginning at a point 1022.75 feet Northerly of the intersection of the South line of said tract and the Westerly line of the herein described twenty five (25) foot wide temporary construction easement, and extending 100.00 feet in a Northerly direction, and contains 0.11 acres of land.

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Exhibit "A"

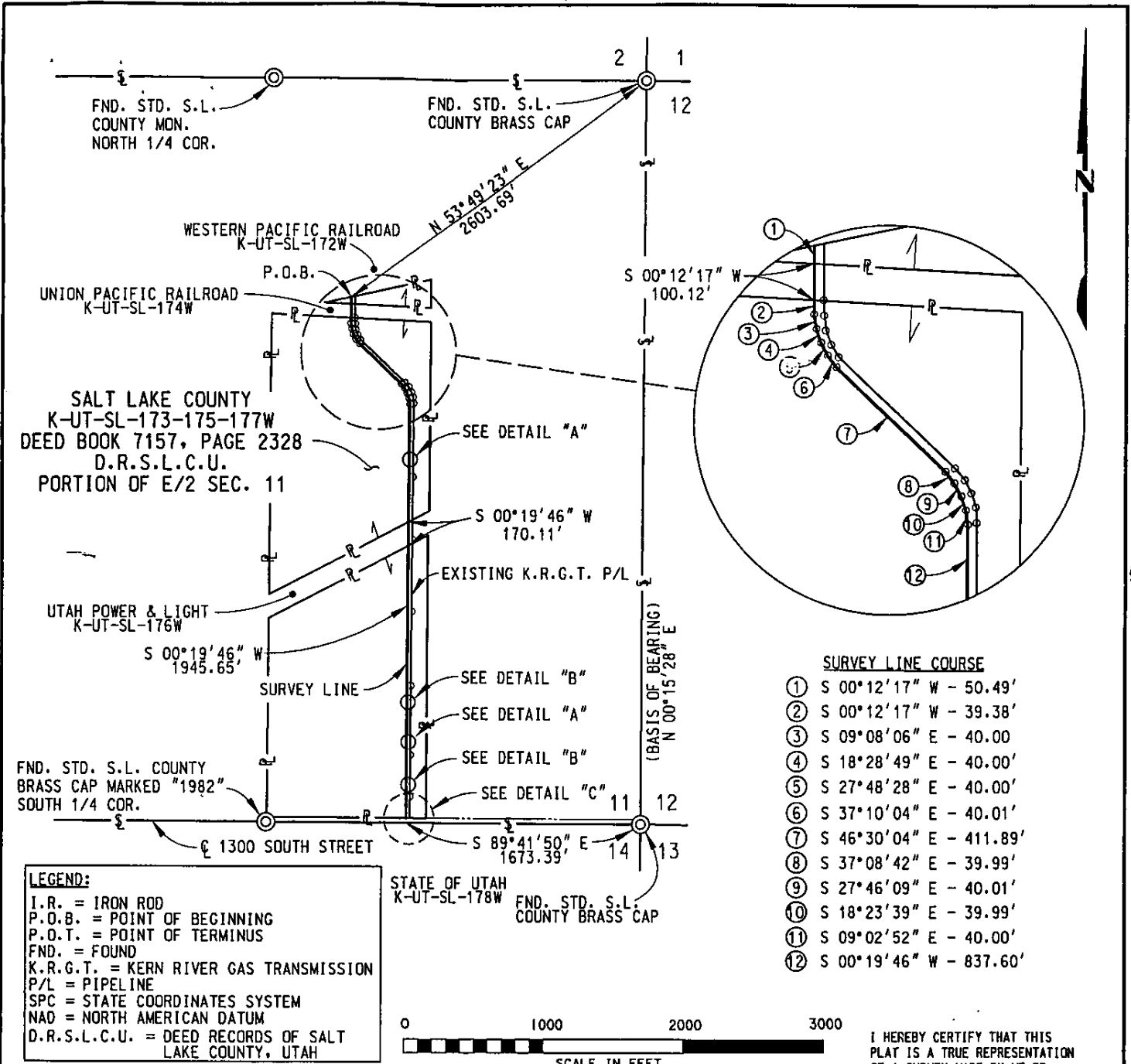
SALT LAKE COUNTY (Continued)
SALT LAKE COUNTY, UTAH
L.L. No. 173-175-177W
SHEET 4 OF 4

Being a twenty (20) foot wide strip of land, being adjoined to and parallel with the Easterly line of the herein described forty (40) foot wide temporary construction easement, beginning at a point 1022.73 feet Northerly of the intersection of the South line of said tract and the Easterly line of the herein described forty (40) foot wide temporary construction easement, and extending 100.00 feet in a Northerly direction, and contains 0.05 acres of land.

Job #4701.700
Reference Drawing UT-SL-173-175-177W
Basis of bearing East line of Section 11 being N 00°15'28" E

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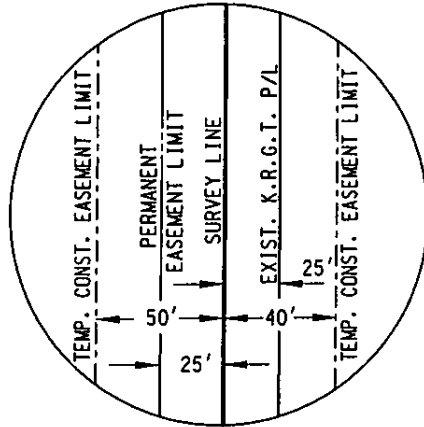
Exhibit "A"



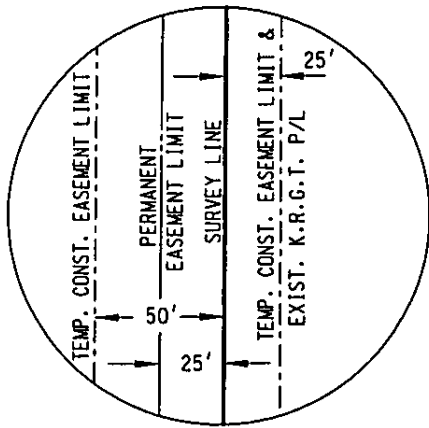
DRAWING NO.		REFERENCE TITLE		KERN RIVER GAS TRANSMISSION COMPANY PROPERTY PLAT PERMANENT, TEMP. CONST. & A.T.W.S. EASEMENTS CROSSING PROPERTY OF SALT LAKE COUNTY T 1 S - R 2 W, SECTION 11 SALT LAKE COUNTY, UTAH						
NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CHK.	APP.	DRAWN BY: UEI	DATE: 12-06-2001	ISSUED FOR BID:	SCALE: 1" = 1000'
01	5-31-02	UEI	REVISED PER SALT LAKE COUNTY SURVEYOR'S NOTES				CHECKED BY: UEI	DATE: 12-06-2001	ISSUED FOR CONSTRUCTION:	
							APPROVED BY:	DATE:	DRAWING NUMBER: K-UT-SL-173-175-177W	SHEET 1 OF 2

BK8629PG1047

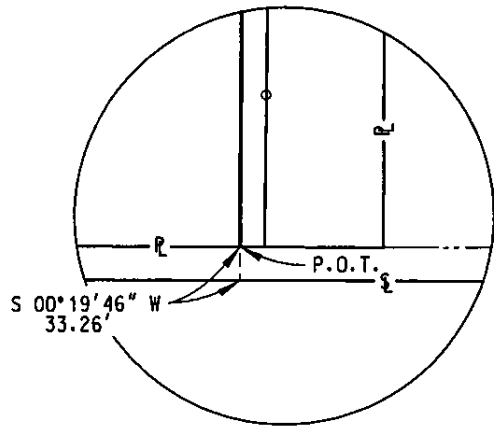
Exhibit "A"



DETAIL "A"
N.T.S.



DETAIL "B"
N.T.S.




DETAIL "C"
N.T.S.

NOTES:

1. BEARINGS ARE BASED ON THE "UTAH COORDINATE SYSTEM 1983 CENTRAL ZONE", DERIVED FROM GPS METHODS. SCALE FACTOR OF 0.999823138 APPLIED TO RODDAGE AND ACREAGE.
2. BASIS OF BEARING EAST LINE OF SECTION 11 BEING N 00°15'28" E.
3. EASEMENT SURVEY AUGUST 2001.
4. PREPARED BY: UNIVERSAL ENSCO, INC. 1811 BERING DR. HOUSTON, TX. 77057

LEGEND:	
I.R.	= IRON ROD
P.O.B.	= POINT OF BEGINNING
P.O.T.	= POINT OF TERMINUS
FND.	= FOUND
K.R.G.T.	= KERN RIVER GAS TRANSMISSION
P/L	= PIPELINE
SPC	= STATE COORDINATES SYSTEM
NAD	= NORTH AMERICAN DATUM
D.R.S.L.C.U.	= DEED RECORDS OF SALT LAKE COUNTY, UTAH

DRAWING NO.		REFERENCE TITLE		KERN RIVER GAS TRANSMISSION COMPANY PROPERTY PLAT PERMANENT, TEMP. CONST. & A.T.W.S. EASEMENTS CROSSING PROPERTY OF SALT LAKE COUNTY T 1 S - R 2 W, SECTION 11 SALT LAKE COUNTY, UTAH						
NO.	DATE	BY	REVISION DESCRIPTION	W.O.NO.	CHK.	APP.	DRAWN BY: UEI	DATE: 12-06-2001	ISSUED FOR BD:	SCALE: 1" = 1000'
01	5-31-02	UEI	REVISED PER SALT LAKE COUNTY SURVEYOR'S NOTES				CHECKED BY: UEI	DATE: 12-06-2001	ISSUED FOR CONSTRUCTION:	
							APPROVED BY:	DATE:	DRAWING NUMBER: K-UT-SL-173-175-177W	SHEET 2 OF 2

p 1048

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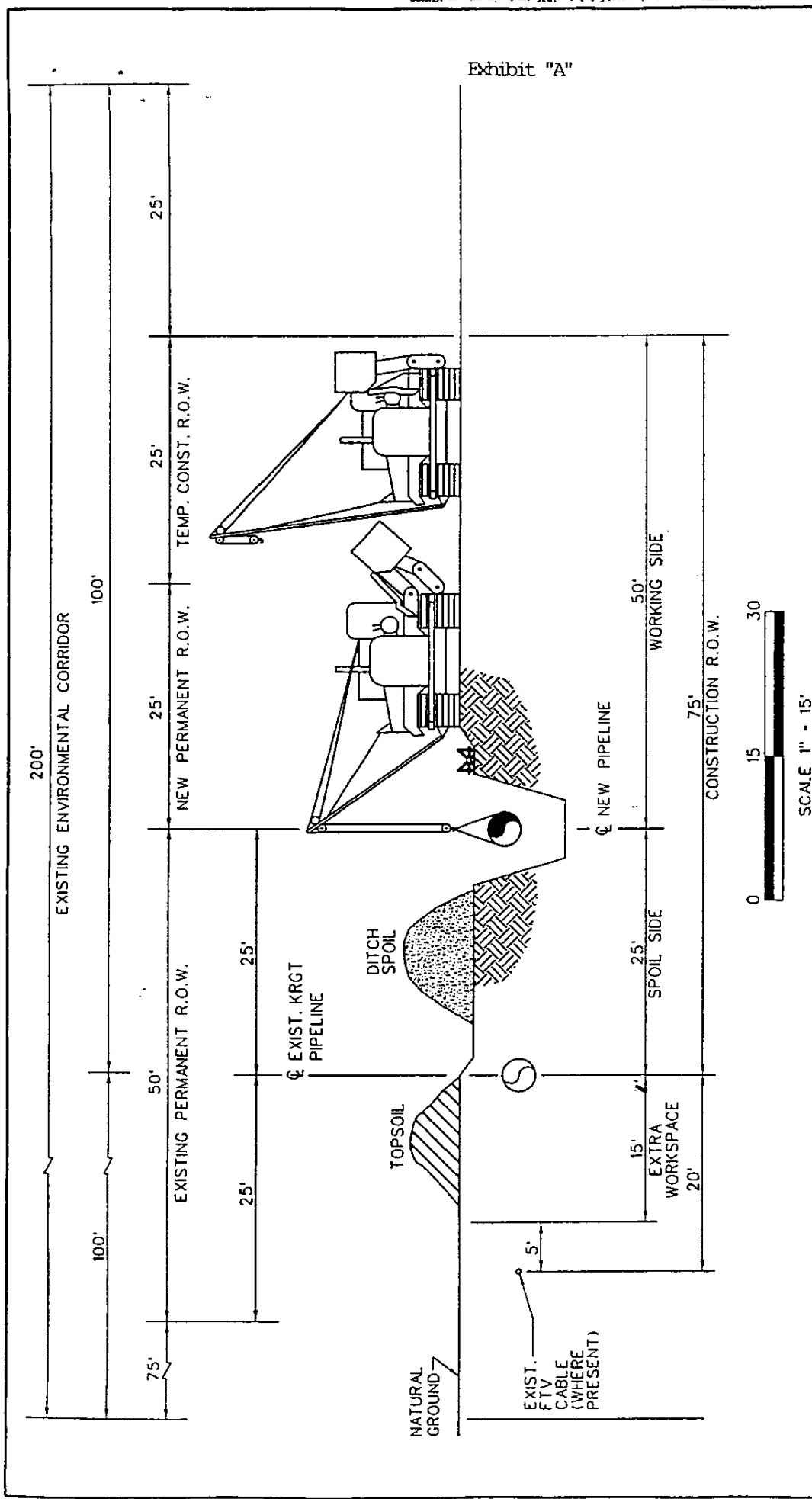


Exhibit "A"

NOTES:

1. DIRECTION OF GAS FLOW IS INTO THE PAGE.

DRAWING NO.		REFERENCE TITLE	
NO.		REVISION DESCRIPTION	
1	04/25/2001	JJM	GENERAL REVISION
DATE	BY	W.O. NO.	CHK. APP.
		65	MF
ISSUED FOR BIDDING		ISSUED FOR CONSTRUCTION	
DATE: 04-12-2001	DRAWN BY: JJM	DATE: 04-12-2001	SCALE: 1" = 15'
DATE: 04-12-2001	CHECKED BY: GS	DATE: 04-12-2001	
DATE: 04-12-2001	APPROVED BY: BM	DRAWING NUMBER	
	PH:	FIG 1.3-1C	
<p>Williams. GAS PIPELINE</p> <p>KERN RIVER GAS TRANSMISSION CO. KERN RIVER PROJECT - PHASE II TYPICAL RIGHT-OF-WAY CROSS-SECTION 30"-36" PIPELINE DIAMETERS CO-LOCATED WITH EXISTING KRGT PIPELINE AND TOPSOIL SEGREGATION TOPSOIL DITCH AND SPOIL</p>			