

WHEN RECORDED, PLEASE MAIL TO:

Kern River Gas Transmission Company
 Attn: Manager, Land & Environment
 2755 E. Cottonwood Parkway, Suite 300
 Salt Lake City, Utah 84121

10306782
 12/21/2007 02:40 PM \$82.00
 Book - 9551 Pg - 2205-2236
 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 KERN RIVER GAS
 2755 E COTTONWOOD PKWY STE 300
 SLC UT 84121
 BY: ZJM, DEPUTY - WI 32 P.

**2007 NON-EXCLUSIVE RIGHT OF WAY AND EASEMENT AGREEMENT FOR THE
 1991 PIPELINE ON NON-AIRPORT PROPERTY**

This 2007 Non-Exclusive Right of Way and Easement Agreement for the 1991 Pipeline on Non-Airport Property (the "2007 Non-Airport Property Easement for 1991 Pipeline") is entered into effective this 20th day of December, 2007 by and between SALT LAKE CITY CORPORATION, a Utah municipal corporation whose address is City & County Building, 451 South State Street, Salt Lake City, UT 84111 (hereinafter the "City" or "Grantor") and KERN RIVER GAS TRANSMISSION COMPANY, a Texas general partnership qualified to do business in Utah whose address is Attn: Manager, Land & Environment, 2755 E. Cottonwood Parkway, Suite 300, Salt Lake City, UT 84121 (hereinafter "Kern River" or "Grantee").

This 2007 Non-Airport Property Easement for 1991 Pipeline supersedes and replaces in part the Amended Non-Exclusive Right of Way and Easement Agreement entered into effective as of November 22, 1993, and recorded by the City Recorder on or about December 22, 1993, and in the Office of the Salt Lake County Recorder on June 12, 2001 in Book 8467, Pages 4722 through 4748, inclusive, as Document Number 7919775 (the "1993 Easement"). More specifically, this 2007 Non-Airport Property Easement for 1991 Pipeline supersedes and replaces the permanent easements described in Exhibits E, F, G, H, I, J, K, L, M, N, and P of the 1993 Easement associated with the 1991 Pipeline where it crosses City owned real property which is not utilized or reserved for the Salt Lake City International Airport ("Airport"). Coincident with execution of this 2007 Non-Airport Property Easement for the 1991 Pipeline, the parties have also executed a separate 2007 Non-Exclusive Right of Way and Easement Agreement for the 1991 and 2002 Pipelines on Airport Property, which supersedes and replaces the remainder of the 1993 Easement.

RECITALS AND DEFINITIONS

WHEREAS, the City provided the 1993 Easement to convey to Kern River a recordable easement interest in real property owned and controlled by the City and needed by Kern River to construct, operate and maintain segments of a natural gas pipeline and appurtenant facilities (the "1991 Pipeline"); and

WHEREAS, the parties entered into a Consent for Access on or about August 5, 2002, and Temporary Construction Permit on or about August 8, 2002, pertaining to the construction of a second natural gas pipeline and appurtenant facilities (the "2002 Pipeline") across real property owned and controlled by the City; and

RECORDED

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CITY RECORDER

WHEREAS, Kern River constructed segments of the 2002 Pipeline on such real property based on Consent for Access and Temporary Construction Permit; and

WHEREAS, Kern River filed to condemn a right of way across certain City property for the 2002 Pipeline in the United States District Court for the District of Utah under Case No. 2:02-CV-00694 (the "Pipeline Action"); and

WHEREAS, the parties reached an agreement settling the Pipeline Action dated December 20, 2007 ("Settlement Agreement"), wherein they have agreed upon, among other things, the handling of future improvements by the City that may conflict with the 1991 and 2002 Pipelines; and

WHEREAS, neither the 1993 Easement, Consent for Access nor Temporary Construction Permit distinguish between real property presently owned by the City and utilized or reserved for the Salt Lake City International Airport ("Airport Property") and real property presently owned by the City and not utilized or reserved for the Salt Lake City International Airport ("Non-Airport Property"); and

WHEREAS, the parties now recognize the benefit of having separate easements to address the unique issues associated with Airport Property versus Non-Airport Property; and

WHEREAS, the parties have agreed that these unique issues shall be addressed by creating a single easement for the 1991 and 2002 Pipelines where they cross Airport Property, and two separate easements for the 1991 and 2002 Pipelines where they cross Non-Airport Property; and

WHEREAS, the parties agree that this 2007 Non-Airport Property Easement for 1991 Pipeline shall be the recordable easement governing the 1991 Pipeline where it crosses Non-Airport Property; and

WHEREAS, this 2007 Non-Airport Property Easement for 1991 Pipeline shall supersede and replace the 1993 Easement to the extent of following permanent and temporary easements (such temporary easements now being expired) for the 1991 Pipeline where it crosses Non-Airport Property:

**SUPERSEDED EASEMENTS ACROSS NON-AIRPORT PROPERTY
FROM THE 1993 EASEMENT:**

SUPERSEDED EASEMENTS ACROSS PARCELS

Easement Exhibit E – Tract No. 137.235W

SUPERSEDED EASEMENTS ACROSS ROADS

Easement Exhibit F – Tract No. 137.01W (2200 West Street)

Easement Exhibit G – Tract No. 137.03W (3200 West Street)

Easement Exhibit H – Tract No. 137.26W (100 South Street)
Easement Exhibit I – Tract No. 170W (700 South Street)
Easement Exhibit J – Tract No. 179W (1300 So. St. Frontage Rd)
Easement Exhibit K – Tract No. 179.01W (2100 South Street)

SUPERSEDED EASEMENTS ACROSS CANALS

Easement Exhibit L – Tract No. 124.01W (Oil Drain)
Easement Exhibit M – Tract No. 124.02W (Sewer Outfall)
Easement Exhibit N – Tract No. 130W (Sewage/City Canal)
Easement Exhibit P – Tract No. 137.025W (Rudy Drain)

WHEREAS, the locations of the 1991 Pipeline where it crosses Non-Airport Property are generally depicted on Figures A, B and C attached hereto and incorporated herein;

TERMS OF THE NON-EXCLUSIVE EASEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, THE PARTIES HEREBY SUPERSEDE AND REPLACE THE 1993 EASEMENT AS IT RELATES TO THE 1991 PIPELINE WHERE IT CROSSES NON-AIRPORT PROPERTY ON THE FOLLOWING TERMS AND CONDITIONS:

1. Grant of Easement for 1991 Pipeline and Consideration. KNOW ALL MEN BY THESE PRESENTS, that the undersigned Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER CONSIDERATION, to the Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby quitclaim unto said Grantee, its successors and assigns, a non-exclusive, permanent right of way and easement to locate, survey a route, construct, entrench, maintain, protect, inspect, replace and operate a pipeline not to exceed 42 inches in diameter as measured to the outside wall, including casing, if any, and/or communications cable associated with pipeline operations, with appurtenances including but not limited to valves, metering equipment, electrical cable, cathodic equipment, underground conduit, cables, splicing boxes and roads (hereinafter referred to collectively as the "Facilities") over, under and through the hereinafter described land, along the as-built centerline of the pipeline, through and over the said land on a right of way 50 feet in width being 25 feet on either side of the centerline of the pipeline constructed hereunder, situated in Salt Lake County, State of Utah, and described more particularly in Exhibits A1 through A6, B1 through B3 and C1 through C2, which Exhibits are attached hereto and hereby incorporated by reference (said rights of way and easements for the 1991 Pipeline being hereinafter referred to collectively as the "Non-Airport Easements for 1991 Pipeline").

2. Temporary Easements Expired. The parties agree that any "temporary" easements or work space described more particularly in Exhibits A1 through A6, B1 through B3 and C1 through C2 hereof expired on or before the effective date hereof, and that the "permanent" easements described more particularly in Exhibits A1 through A6, B1 through B3 and C1 through C2 hereof are permanent easements running with the land hereby encumbered and binding upon Grantor, its heirs, legal representatives and successors in title.

3. Permits Granted. Grantor herein grants to Grantee all appropriate authority as part of Grantor's permitting process to cross the Non-Airport Easements for 1991 Pipeline and through the jurisdictional limits of the City.

4. Road Conflicts. The parties hereby agree that the final vertical and horizontal location for the as-built Facilities shall be a permanent location for the Facilities constructed pursuant to this 2007 Non-Airport Property Easement for 1991 Pipeline. Subject to the letter agreement between the parties dated March 10, 1993 (a copy of which is attached hereto as Exhibit D and incorporated herein by reference), if depth issues arise in the future between the Facilities and the development of roads and canals across the Non-Airport Easements for 1991 Pipeline (hereinafter collectively "Road Conflicts"), Grantor shall consider all reasonable engineering alternatives and solutions to resolve the Road Conflicts other than a vertical relocation of the Facilities. If Grantor believes in good faith that the Facilities must nonetheless be relocated to resolve Road Conflicts, and if the parties cannot agree on a relocation, the necessity for a relocation, or the issue of who shall be liable for the cost of the relocation, the parties agree that either party may bring an action for declaratory judgment against the other asking a court of competent jurisdiction sitting without a jury to decide a Road Conflict relocation dispute, and to determine under all the circumstances whether Grantee shall have any obligation for the cost of the relocation.

5. Resolution of Road Conflicts. The parties agree that this 2007 Non-Airport Property Easement for 1991 Pipeline shall not be construed to mean that Grantee has assumed a contractual duty to pay the cost of relocations required to resolve Road Conflicts, it being the intention of the parties to leave that issue for resolution by the Court as provided herein. Provided, the parties agree that the Court shall only order Grantee to relocate the Facilities to resolve a Road Conflict if Grantor can prove that other alternatives will not solve the conflict at issue, that the relocation is justified by an overwhelming public necessity, and that Grantee has a satisfactory alternate route for its Facilities. The parties further agree that the Court shall only order Grantee to pay for part of the cost of relocating the Facilities if Grantor can prove that it is fair and equitable under all the circumstances to impose that financial obligation on Grantee. The parties also agree that the Court shall allocate to Grantor all relocation costs deemed fair and equitable under all the circumstances by the Court hearing and deciding the issue. The parties further agree that Grantee shall have no obligation for relocation costs incurred to resolve other conflicts on the Non-Airport Easements for 1991 Pipeline described in this 2007 Non-Airport Property Easement for 1991 Pipeline (i.e., conflicts other than Road Conflicts). The parties further agree that Grantee's obligation to relocate the Facilities on easements across real property owned by others (i.e., all real property inside the jurisdictional limits of the City which is not defined herein as the Non-Airport Easements for 1991 Pipeline) shall be governed by the terms and conditions of those private easements, whether obtained by negotiation or condemnation, and shall not be governed by this 2007 Non-Airport Property Easement for 1991 Pipeline. Notwithstanding any other provision of this 2007 Non-Airport Property Easement for 1991 Pipeline, Grantor agrees that it will provide Grantee's Manager, Land & Environment at least 18 months advance written notice of any relocation to resolve a Road Conflict.

6. Indemnity. Grantee will indemnify Grantor to the extent Grantor incurs liability on account of Grantee's negligence, willful misconduct, or strict liability in the construction, operation, and/or maintenance of the Facilities, and Grantee will defend and hold Grantor harmless for any claims or causes of action against Grantor arising out of such conduct by Grantee. Consistent with public policy, Grantee assumes no duty whatsoever under this 2007 Non-Airport Property Easement for 1991 Pipeline or otherwise to indemnify Grantor for Grantor's own negligence, willful misconduct, or strict liability. In cases of concurrent negligence, willful misconduct, or strict liability by Grantor and Grantee, each party shall be responsible for its respective proportionate share of liability and defense costs. Neither party waives any applicable immunity under statutes governing worker's compensation or governmental immunity.

7. Cooperation.

a. Grantee will provide at the City's request, Geographical Information System ("GIS") data on the 1991 Pipeline as may be necessary for the City's planning purposes and use of the Non-Airport Easements for 1991 Pipeline. The City shall limit its requests for such data to the specific areas needed for planning purposes. Such GIS data is considered to be Critical Energy Infrastructure Information as designated by the Federal Energy Regulatory Commission and shall not be made publicly available except as required by court order. The City shall execute Kern River's standard Critical Energy Infrastructure Information confidentiality agreement prior to Kern River providing such GIS data. This provision shall only be applicable to the City and shall be null and void as to any successors in title to the City.

b. In the event Grantee of its own accord plans to replace the 1991 Pipeline in any of the road or canals on Non-Airport Easements for 1991 Pipeline, Grantee shall provide the City with notice of such plans as reasonably practicable upon Grantee's inception of planning the replacement. Upon receiving such notice, the City may inform Grantee of the City's desire to have the pipeline replaced at a lower depth. If Grantee receives such request, Grantee shall work with the City to accommodate City's request if it does not add additional costs for Kern River to the replacement project.

8. Ingress and Egress. This 2007 Non-Airport Property Easement for 1991 Pipeline 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 access needed by Grantee or its contractors incident to 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 size pipe or smaller size pipe as allowed under this 2007 Non-Airport Property Easement for 1991 Pipeline, including casing, if any, around said pipeline. 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.

9. Assignments. 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 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 and Grantee, and their respective legal representatives and successors in title. If Grantee transfers the ownership of the 1991 Pipeline to another entity regulated by the Federal Energy Regulatory Commission or such agency's successor, Grantee may assign this 2007 Non-Airport Property Easement for 1991 Pipeline to such other entity without the consent of the City, but notice shall be given to the City within thirty (30) days of such assignment. Otherwise, Grantee agrees that its right to assign its interests hereunder shall be subject to the prior written approval of Grantor, and Grantor expressly agrees that it will not unreasonably withhold its consent to the Grantee's assignment. Grantor further agrees that it may not charge Grantee or its proposed assignee any fee as a condition to agreeing to the requested assignment, or as a condition to considering the requested assignment. If Grantee sends a written request to Grantor asking that Grantor consent to an assignment, Grantor agrees that it will act on said request within no more than 14 days after the request is sent to Grantor by Grantee. Grantor further agrees that it shall have been deemed to have consented to the assignment if Grantor does not act to grant or deny the request for consent by the expiration of the deadline stated in the preceding sentence.

10. Abandonment. Grantee may at any time permanently abandon, in whole or in part, the Facilities. Upon such abandonment action, Grantee may at its discretion execute and record a complete or partial reconveyance and release hereof, whereupon such portion of this 2007 Non-Airport Property Easement for 1991 Pipeline and all associated rights and privileges herein mutually granted shall be canceled and terminated. Grantee agrees that it will provide Grantor written notice of any abandonment of the Facilities within a reasonable period of time, not to exceed 90 days, after Grantee effects an abandonment or partial abandonment of any said Facilities. The parties agree that applicable federal regulatory and safety law governs the abandonment of interstate natural gas transmission pipelines, and that Grantee may abandon the subsurface portion of said Facilities in place, so long as Grantee obtains all necessary permissions from the appropriate federal agency and complies with the federal pipeline abandonment safety regulations applicable to in-place abandonments which are in force at the time of the abandonment. Provided, if an abandonment in-place of the subsurface Facilities creates a Road Conflict on the Non-Airport Easements for 1991 Pipeline, and if the parties cannot mutually agree on a resolution of the Road Conflict, the parties agree that the Road Conflict created by the abandonment in-place shall be resolved in accordance with the relocation dispute resolution procedure applicable to Road Conflicts. If Grantee abandons Facilities, if any, on the surface of the Non-Airport Easements for 1991 Pipeline, Grantee further agrees that Grantee shall, at its sole expense, remove said Facilities from the surface within a reasonable period of time, but not to exceed one year, after said abandonment.

11. Damage to Property and Obstructions on Property. Grantor acknowledges that Grantee has fully and justly compensated Grantor for all damages to Grantor's real or personal property improvements caused on or prior to the effective date hereof by Grantee's construction, operation and maintenance of the Facilities. Grantee agrees that it shall compensate the Grantor

for all damages, if any, to Grantor's real or personal property improvements caused after the effective date hereof by Grantee's maintenance, repair, replacement or removal of the Facilities. However, the preceding sentence shall not apply to personal property improvements of Grantor placed on the Airport Easements after the effective date hereof without a valid encroachment permit or agreement. After the initial construction of the Facilities, Grantee shall have the right to cut and keep clear without payment of damages all trees, brush and other unapproved obstructions that may in Grantee's opinion endanger, hinder or conflict with the construction, operation, inspection, protection, maintenance and use of said Facilities.

12. Use by Grantor. Grantor reserves the right to use and enjoy said Non-Airport Easements for 1991 Pipeline for roads, canals, sewers and underground utilities, except for the natural gas transmission pipeline purposes herein granted, and Grantor agrees that such use by Grantor of the Non-Airport Easements for 1991 Pipeline for roads, canals, sewers and underground utilities shall not hinder, conflict or interfere with Grantee's surface or subsurface rights hereunder or disturb Grantee's Facilities. For safety reasons, no change in the surface grade, and no excavation, needed for roads, canals, sewers and underground utilities or other purposes, shall be constructed, created or maintained on, over, along, or within said right of way on the Non-Airport Easements for 1991 Pipeline without Grantee's prior written consent, which consent will not be unreasonably withheld. Grantor's proposed encroachment will be allowed if it satisfies Grantee's then current encroachment standards. Grantee's consent will have been considered received upon the parties' mutual execution of Grantee's then current form encroachment permit or agreement, whichever applies.

13. Title. Grantor believes that it owns the fee simple title to the real property encumbered by the Non-Airport Easements for 1991 Pipeline as of the effective date hereof, but Grantor does not represent and warrant to Grantee that it is the owner in fee simple of said property. Grantor thus quitclaims this 2007 Non-Airport Property Easement for 1991 Pipeline to Grantee. 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.

14. Entire Agreement. The parties agree that, with respect to the real property interests identified in the Exhibits hereto, this 2007 Non-Airport Property Easement for 1991 Pipeline supersedes all prior or contemporaneous oral or written negotiations, discussions, and drafts exchanged by the numerous representatives of the parties, except as expressly provided otherwise in this 2007 Non-Airport Property Easement for 1991 Pipeline.

15. Authority. It is hereby understood that the person making this grant on behalf of the Grantor and securing this grant in behalf of the Grantee are without authority to make any covenant or agreement not herein expressed.

16. Notices. The parties agree that they shall give notice to each other of matters or issues arising between them under this 2007 Non-Airport Property Easement for 1991 Pipeline in writing delivered by registered or certified mail or hand delivery to the other party at the mailing address for the party shown below or at such other corrected address as shall be given hereafter in writing by one party to the other.

Kern River Gas Transmission Company
2755 E. Cottonwood Parkway, Suite #300
Salt Lake City, Utah 84121
Attention: President and General Counsel

Director
Public Utilities
Salt Lake City Corporation
1530 South West Temple
Salt Lake City, Utah 84115

City Attorney
Salt Lake City Corporation
City & County Building
451 South State Street, Room 505A
Salt Lake City, Utah 84111

17. Effective Date. Even if this 2007 Non-Airport Property Easement for 1991 Pipeline is signed by either party, or by both parties, after the above-stated effective date, the parties intend for the above-stated effective date to be the effective date of this 2007 Non-Airport Property Easement for 1991 Pipeline.

18. Governing Law. This 2007 Non-Airport Property Easement for 1991 Pipeline shall be construed according to the law of the State of Utah.

DATED the 20th day of December, 2007.

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 12/20/07
By [Signature]

SALT LAKE CITY CORPORATION, a
Utah municipal corporation

By: [Signature]
Ross C. Anderson
Its: Mayor

ATTEST:

RECORDED

DEC 20 2007

[Signature]
Acting City Recorder

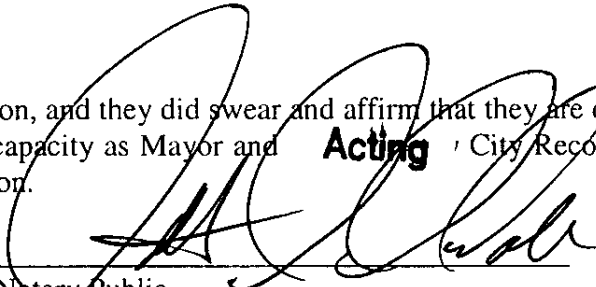
CITY RECORDER



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

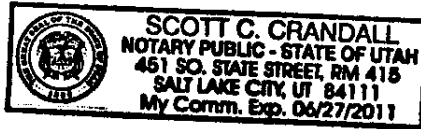
The foregoing instrument was acknowledged before me this 20th day of December, 2007, by Ross C. Anderson and Christine Meeker, Mayor and Chief Deputy City Recorder of Salt Lake

City Corporation, a Utah municipal corporation, and they did swear and affirm that they are duly authorized to execute same in their official capacity as Mayor and **Acting** City Recorder for and on behalf of Salt Lake City Corporation.



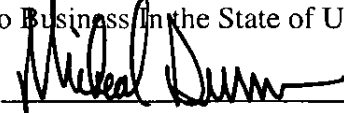
Notary Public
Residing at: SALT LAKE County

My Commission Expires:
10-27-2011



DATED the 20th day of December, 2007.

KERN RIVER GAS TRANSMISSION
COMPANY, a Texas General Partnership Qualified
to do Business In the State of Utah

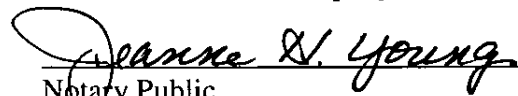
By: 

Micheal Dunn
Its: President



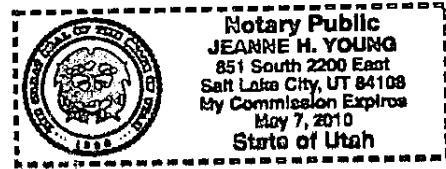
STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

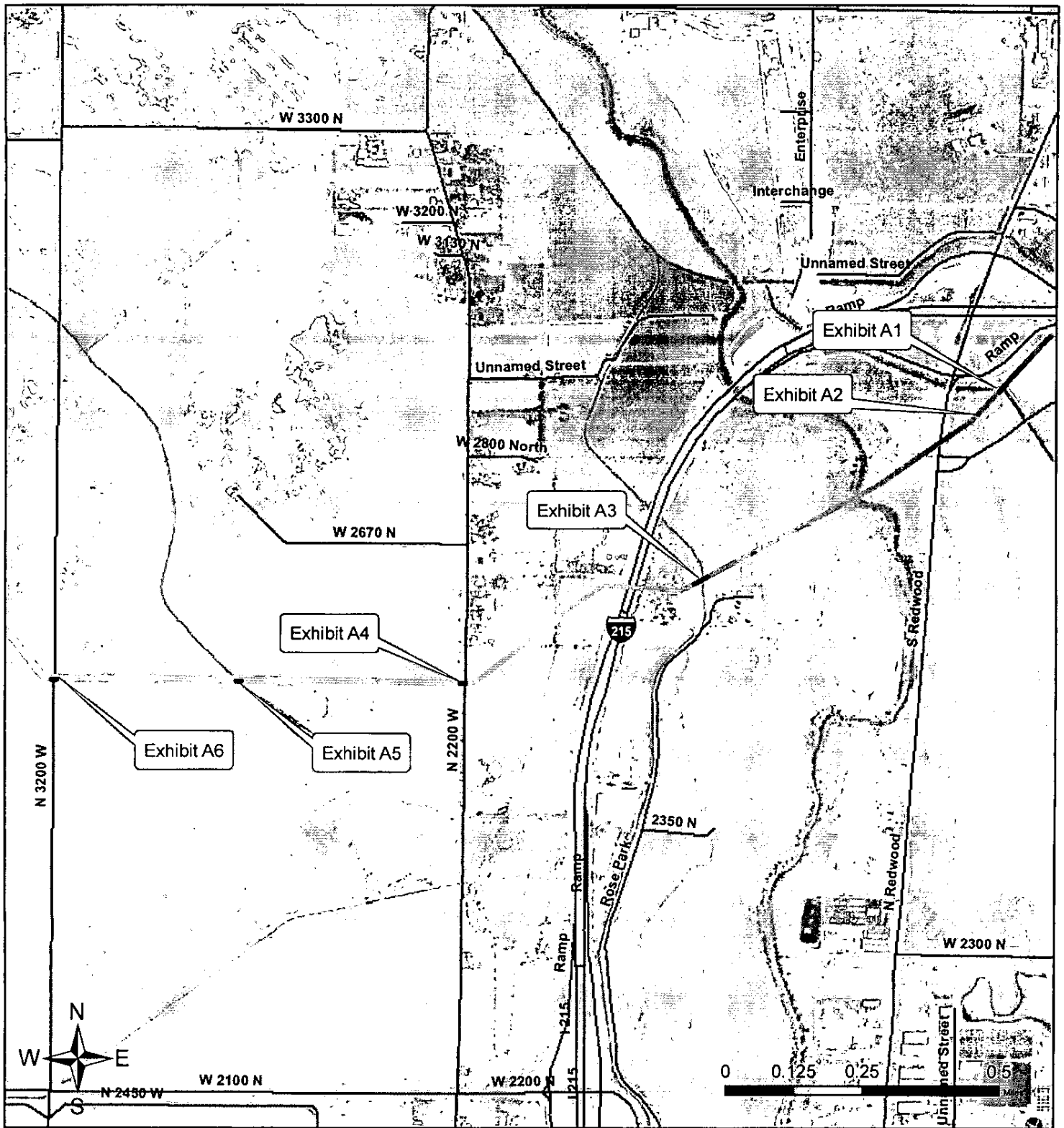
The foregoing instrument was acknowledged before me this 20th day of December, 2007, by Micheal Dunn, President for Kern River Gas Transmission Company, and attorney in fact for a general partner of Kern River Gas Transmission Company, a Texas general partnership qualified to do business in the State of Utah, and he did swear and affirm that he was duly authorized to execute same on behalf of Kern River Gas Transmission Company.



Notary Public
Residing at: SALT LAKE County

My Commission Expires:
May 7, 2010





Legend
 Kern River Mainline (1991)

Figure A

December 2007



Easements Off Airport Property (1991)
 Salt Lake International Airport

SOURCES: AERIAL IMAGES: MAP 2004
 NOTE: THIS DOCUMENT IS THE SOLE PROPERTY OF KERN RIVER GAS TRANSMISSION. THE SUBJECT MATTER IS PROPRIETARY AND IS NOT TO BE DIVULGED TO ANY PARTY. NOR IS THE DOCUMENT TO BE REPRODUCED, EXHIBITED, COPIED, OR FURNISHED TO ANY OTHER PARTY, NOR TO BE USED FOR ANY OTHER PURPOSE OTHER THAN THAT FOR WHICH IT IS SPECIFICALLY FURNISHED WITHOUT THE EXPRESS PERMISSION OF KERN RIVER GAS TRANSMISSION COMPANY.

INTERMOUNTAIN

2078 WEST 2300 SOUTH SALT LAKE CITY, UTAH 84119

AERIAL SURVEYS

(801) 972-5932

A DIVISION OF WESTERN SURVEYORS GROUP, INC.

TRACT K UT. 124.01W
SALT LAKE CITY CORPORATION

A 50 foot permanent easement, 25 feet on each side of and parallel to a pipeline centerline and a temporary easement for the purpose of constructing same, the northerly line being parallel to and 75 feet distant from said centerline, along with an extra work space consisting of a 30 foot wide path on the southerly side of the aforementioned 50 foot permanent easement, (side lines to be shortened or lengthened to terminate at the parcel line), all lying in the Northwest Quarter of the Southeast Quarter NW 1/4, SE 1/4 of Section 10, T.1N., R.1W., S.L.2. & H., Davis County, Utah; said easement being a 100 foot strip of land across an existing drainage canal at the Chevron Plant, described by:

Commencing at the Southeast corner of said Section 10, said Township and Range, thence North 39° 22' 38" West 2260.53 feet to the intersection of the KRGT pipeline and the east line of said easement and the true point of beginning; thence along said pipeline centerline South 42° 41' 34" West 101.98 feet to the west line of said easement, the terminus of said centerline.

Contains 0.117 acres for temporary easement
0.117 acres for permanent easement
0.070 acres for extra work space

COPY
CO. RECORDER

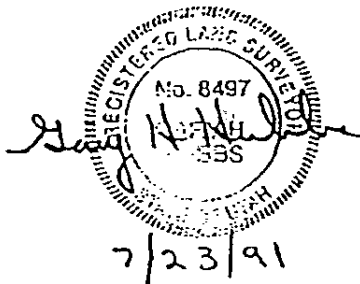

7/23/91

EXHIBIT A1

BK 9551 PG 2215

**INTERMOUNTAIN
AERIAL SURVEYS**

A DIVISION OF WESTERN SURVEYORS GROUP, INC.

2078 WEST 2300 SOUTH SALT LAKE CITY, UTAH 84119

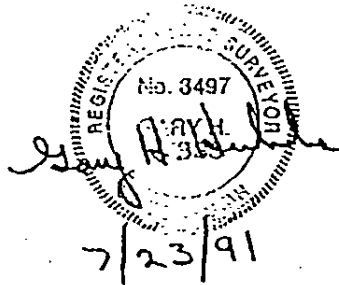
(401) 972-5932

TRACT : K UT 124.02W
SALT LAKE CITY CORPORATION

A 50 foot permanent easement, 25 feet on each side of and parallel to a pipeline centerline and a temporary easement for the purpose of constructing same, the northerly line being parallel to and 75 feet distant from said centerline, (side lines to be shortened or lengthened to terminate at the parcel line), all lying in the Northwest Quarter of the Southeast Quarter (NW 1/4, SE 1/4) of Section 10, T.1N., R.1W., S.L.B. & M., Davis County, Utah; said easement being a 10 foot strip of land across an existing 60" sewer line at the Chevron Plant, described by:

Commencing at the Southeast corner of said Section 10, said Township and Range; thence North 49° 19' 48" West 2240.31 feet to the intersection of the KRG T pipeline and the east line of said easement and the true point of beginning. Thence along said pipeline centerline South 42° 41' 34" West 12.11 feet to the west line of said easement, the terminus of said centerline.

Contains 0.013 acres for temporary easement
0.013 acres for permanent easement



COPY-
CO. RECORDER

EXHIBIT A2

BK 9551 PG 2216

**INTERMOUNTAIN
AERIAL SURVEYS**

A DIVISION OF WESTERN SURVEYORS GROUP, INC.

2078 WEST 2,000 SOUTH SALT LAKE CITY, UTAH 84119

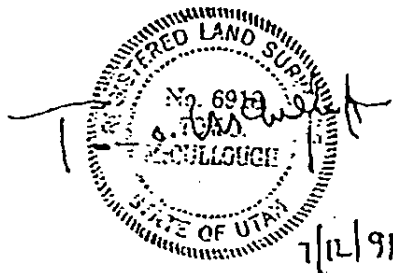
(801) 972-5932

TRACT K UT 130W
SALT LAKE CITY CORPORATION

A 50 foot permanent easement, 25 feet on each side of and parallel to a pipeline centerline and a temporary easement for the purpose of constructing same, the northerly or westerly line being parallel to and 50 feet distant from said centerline, (side lines to be shortened or lengthened to terminate at the parcel line), all lying in the Northwest Quarter of the Northwest Quarter (NW 1/4, NW 1/4) of Section 15, T.1N., R.1W., S.L.B. & H., Salt Lake County, Utah, described by:

Commencing at the North one quarter corner of said Section 15, said Township and Range; thence North $88^{\circ} 25' 08''$ West along the section line 1293.25 feet and South $61^{\circ} 00' 04''$ West 418.70 feet to the intersection of the KRG T pipeline lying on the West line of the Provo-Jordan River Parkway Authority tract and the East line of the Salt Lake City Drainage Canal and the true point of beginning. Thence along said pipeline centerline, South $61^{\circ} 00' 04''$ West 120.14 feet to the West line of said Canal and the East line of the Clara M. Davis tract, the terminus of said centerline.

Contains 0.07 acres for temporary easement.
0.14 acres for permanent easement.



-COPY-
CO. RECORDER

EXHIBIT A3

BK 9551 PG 2217

INTERMOUNTAIN

2078 WEST 100 SOUTH SALT LAKE CITY, UTAH 84119

AERIAL SURVEYS

(801) 872-5932

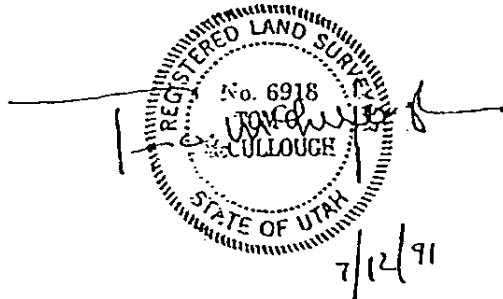
A DIVISION OF WESTERN SURVEYORS GROUP, INC.

TRACT K UT 137.01W
SALT LAKE CITY CORPORATION

A 50 foot permanent easement, 25 feet on each side of and parallel to a pipeline centerline and a temporary easement for the purpose of constructing same, the northerly line being parallel to and 50 feet distant from said centerline, (side lines to be shortened or lengthened to terminate at the parcel line), all lying in the Northeast Quarter (NE 1/4) of Section 16, T.1N., R.1W., S.L.B. & H., Salt Lake County, Utah; said easement being across a 66 foot strip of land for 2200 West Street, described by:

Commencing at the Northeast corner of said Section 16, said Township and Range; thence West 1298.75 feet and South 1289.84 feet to the intersection of the KRGT pipeline on the east line of 2200 West Street and the true point of beginning; thence along said pipeline centerline, North 89° 46' 46" West 66.00 feet to the west line of 2200 West Street and the terminus of said centerline.

Contains 0.04 acres for temporary easement.
0.08 acres for permanent easement.



-COPY-
CO. RECORDER

EXHIBIT A4

BK 9551 PG 2218

TRACT K UT 137.025W
SALT LAKE CITY CORPORTION

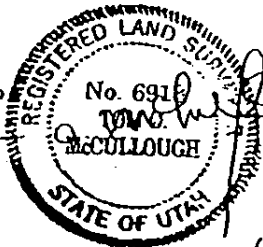
2025 COPY
CO. RECORDER

A 50 foot permanent easement, 25 feet on each side of and parallel to a pipeline centerline and a temporary easement for the purpose of constructing same, the northerly line being parallel to and 50 feet distant from said centerline, (side lines to be shortened or lengthened to terminate at the parcel line), all lying in the Northwest Quarter of Section 16, T.1N., R.1W., S.L.B. & M., Salt Lake County, Utah; the Rudy Drain, described by:

Commencing at the Northwest corner of said Section 16, said Township and Range; thence East 1798.73 feet and South 1304.73 feet to the intersection of the KRGT pipeline on the East bank of the Rudy Drain and the true point of beginning; thence along said pipeline centerline North 29° 46' 46" West 26.15 feet to the West bank of said Drain and the terminus of said centerline.

Contains 0.01 acres for temporary easement.
0.03 acres for permanent easement.

No record of conveyance from land owner to other parties.



2025 COPY
CO. RECORDER

EXHIBIT A5

BK 9551 PG 2219

**INTERMOUNTAIN
AERIAL SURVEYS**

2078 WEST 2000 SOUTH SALT LAKE CITY, UTAH 84119

(801) 972-5932

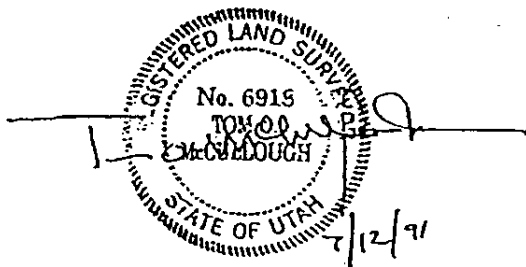
A DIVISION OF WESTERN SURVEYORS GROUP, INC.

TRACT K. UT 137.03W
SALT LAKE CITY CORPORATION

A 50 foot permanent easement, 25 feet on each side of and parallel to a pipeline centerline and a temporary easement for the purpose of constructing same, the northerly line being parallel to and 50 feet distant from said centerline, (side lines to be shortened or lengthened to terminate at the parcel line), all lying in the Northwest Quarter of the Northwest Quarter (NW 1/4, NW 1/4) of Section 16, and the Northeast Quarter of the Northeast Quarter of Section 17, T.1N, R.1W., S.L.B. & M., Salt Lake County, Utah; said easement being across a 66 foot strip of land for 3200 West Street, described by:

Commencing at the Northwest corner of said Section 16, said Township and Range; thence East 33.00 feet and South 0° 14' 24" West parallel with the section line, 1297.73 feet to the intersection of the KRGT pipeline on the east line of 3200 West Street and the true point of beginning; thence along said pipeline centerline, North 89° 46' 46" West 66.00 feet to the west line of 3200 West Street and the terminus of said centerline.

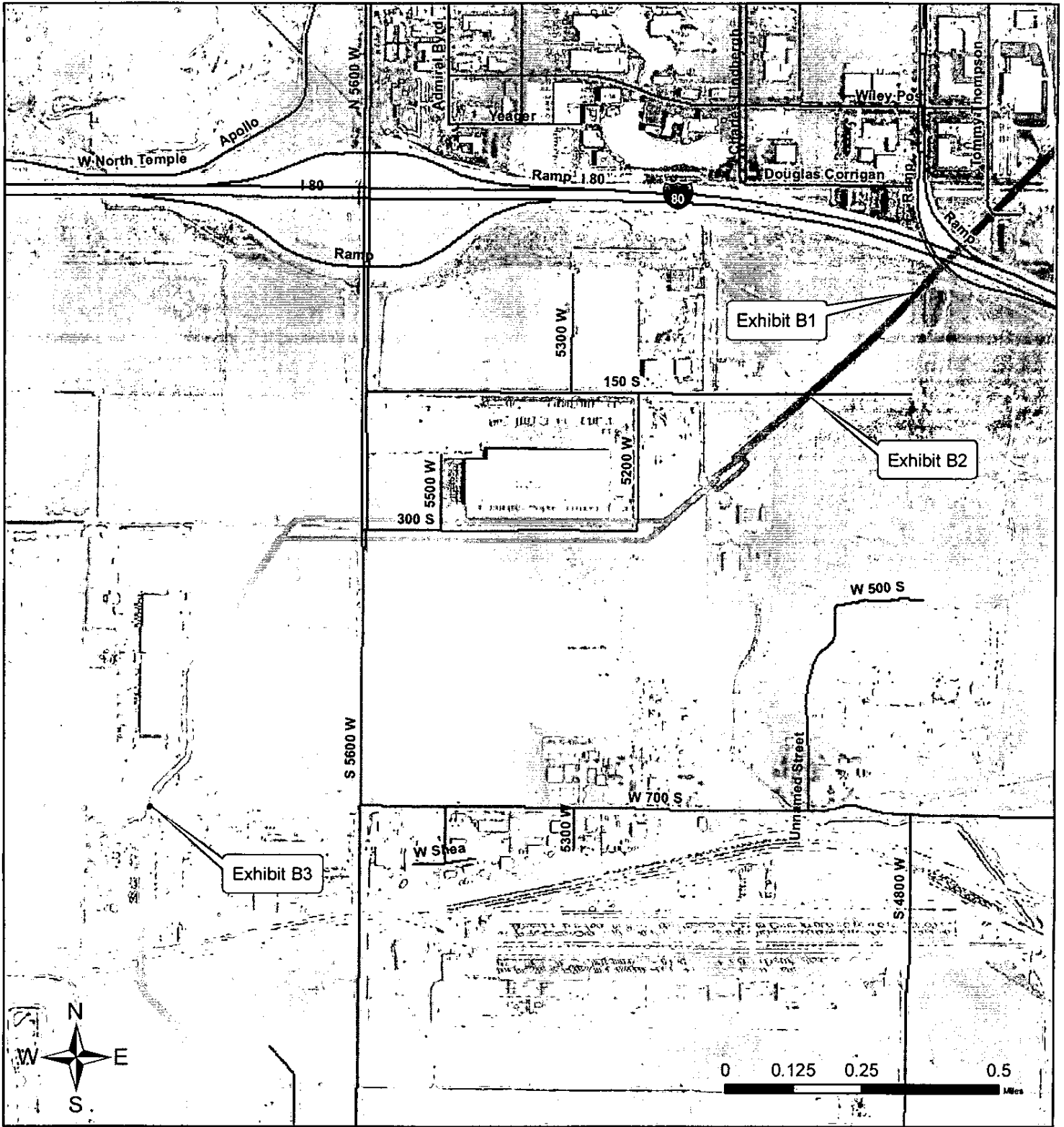
Contains 0.04 acres for temporary easement.
0.08 acres for permanent easement.



COPY.
CO. RECORDER

EXHIBIT A6

BK 9551 PG 2220



Legend
 Kern River Mainline (1991)

Figure B

December 2007



Easements Off Airport Property (1991)
 Salt Lake International Airport

SOURCE: AERIAL IMAGERY, MAP 2008
 NOTE: THIS DOCUMENT IS THE EXCLUSIVE PROPERTY OF KERN RIVER GAS TRANSMISSION. THE SUBJECT MATTER IS PROPRIETARY AND IS NOT TO BE DISCLOSED TO ANY PARTY, NOR IS THE DOCUMENT TO BE REPRODUCED, EXHIBITED, COPIED, OR FURNISHED TO ANY OTHER PARTY, NOR TO BE USED FOR ANY OTHER PURPOSE OTHER THAN THAT FOR WHICH IT IS SPECIFICALLY FURNISHED WITHOUT THE EXPRESS PERMISSION OF KERN RIVER GAS TRANSMISSION COMPANY.

TRACT K UT 137.235W
SALT LAKE CITY CORPORATION

A 50 foot permanent easement, 25 feet on each side of and parallel to a pipeline centerline and a temporary easement for the purpose of constructing same, the northerly or westerly line being parallel to and 50 feet distant from said centerline, (side lines to be shortened or lengthened to terminate at the parcel line), all lying in Government Lot 4 of Section 6, T1S, R1W, SLB&M, Salt Lake County, Utah, described by:

Commencing at the West 1/4 corner of Section 6, said Township and Range, thence North 0° 02' 19" West along the section line, 2213.54 feet to the intersection of the KRGT pipeline, the true point of beginning. Thence along said pipeline centerline North 41° 38' 05" East 384.09 feet to the South line of the Utah Department of Transportation Project No. 80-3 and the North line of the Grantors land as conveyed in Book 5740 at Page 2604. Such point also being South 57° 18' 30" East 303.58 feet, more or less from the Northwest corner of said Section 6, said Township and Range.

Contains: 0.18 acres for temporary easement.
0.44 acres for permanent easement.

COPY
CO. RECORDER

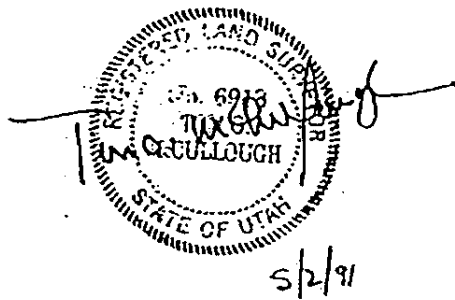


EXHIBIT B1

BK 9551 PG 2222

**INTERMOUAIN
AERIAL SURVEYS**

2078 WEST 2300 SOUTH SALT LAKE CITY, UTAH 84119

(801) 972-5932

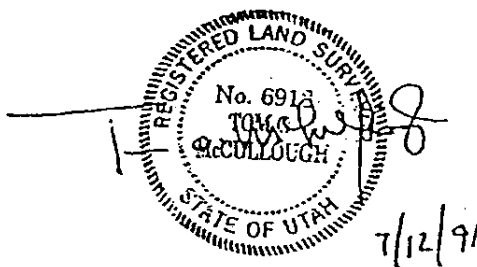
A DIVISION OF WESTERN SURVEYORS GROUP, INC.

TRACT K UT 137.26W
SALT LAKE CITY CORPORATION

A 50 foot permanent easement, 25 feet on each side of and parallel to a pipeline centerline and a temporary easement for the purpose of constructing same, the northerly or westerly line being parallel to and 50 feet distant from said centerline, (side lines to be shortened or lengthened to terminate at the parcel line), all lying in the Northeast Quarter (NE 1/4) of Section 1; T.15., R.2W., S.L.B.& H., Salt Lake County, Utah, said easement being across a 60 foot strip of land for 100 South State, described by:

Commencing at the East one quarter corner of said Section 1, said Township and Range; thence North 0° 02' 19" West along the section line 1400.77 feet and North 89° 54' 12" West 935.89 feet along the North line of 100 South Street to the intersection of the KRGT pipeline and the true point of beginning; thence along said pipeline centerline, South 51° 33' 26" West 96.30 feet to the south line of 100 South Street, the terminus of said centerline.

Contains 0.06 acres for temporary easement
0.11 acres for permanent easement



COPY-
CO. RECORDER

EXHIBIT B2

BK 9551 PG 2223

**INTERMOUNTAIN
AERIAL SURVEYS**

A DIVISION OF WESTERN SURVEYORS GROUP, INC.

2078 WEST 2400 SOUTH SALT LAKE CITY, UTAH 84119

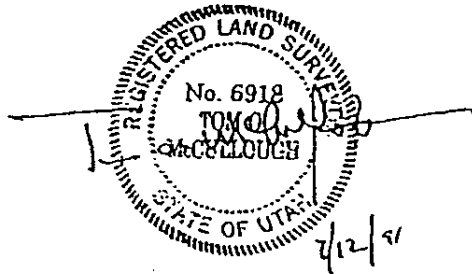
(801) 972-5932

TRACT K UT 170W
SALT LAKE CITY CORPORATION

A 50 foot permanent easement, 25 feet on each side of and parallel to a pipeline centerline and a temporary easement for the purpose of constructing same, the northerly or westerly line being parallel to and 50 feet distant from said centerline, (side lines to be shortened or lengthened to terminate at the parcel line), all lying in the Southwest Quarter of the Southeast Quarter (SW 1/4, SE 1/4) of Section 2, and the Northwest Quarter of the Northeast Quarter of Section 11, T.15., R.2W., S.L.B. & M., Salt Lake County, Utah, said easement being across a 66 foot strip of land for 700 South Street, described by:

Commencing at the Southeast corner of said Section 2, said Township and Range; thence North 0° 00' 45" West 33.00 feet and North 89° 39' 57" West 1986.45 feet along the north line of 700 South Street to the intersection of the KRGT pipeline and the true point of beginning; thence along said pipeline centerline, South 14° 45' 19" West 68.15 feet to the south line of 700 South Street, the terminus of said centerline.

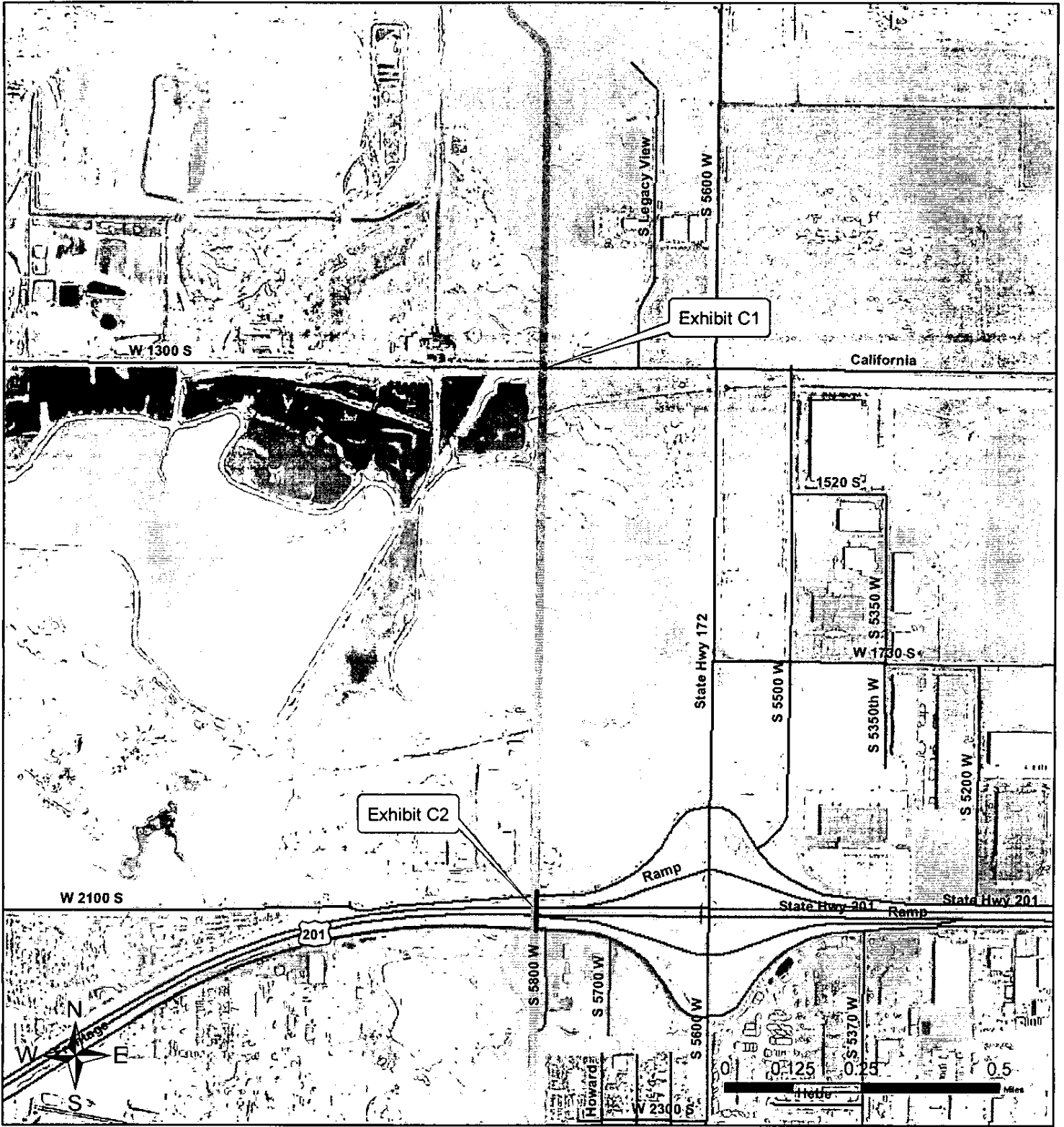
Contains 0.04 acres for temporary easement.
0.08 acres for permanent easement.



COPY-
CO. RECORDER

EXHIBIT B3

BK 9551 PG 2224



Legend
 Kern River Mainline (1991)

Figure C

December 2007



Easements Off Airport Property (1991)
 Salt Lake International Airport

SOURCE: AERIAL IMAGERY: 1991/2000
 NOTE: THIS DOCUMENT IS THE EXCLUSIVE PROPERTY OF KERN RIVER GAS TRANSMISSION. THE SUBJECT MATTER IS PROPRIETARY AND IS NOT TO BE DIVULGED TO ANY PARTY. NOR IS THE DOCUMENT TO BE REPRODUCED, EXHIBITED, COPIED, OR FURNISHED TO ANY OTHER PARTY. NOR TO BE USED FOR ANY OTHER PURPOSE OTHER THAN THAT FOR WHICH IT IS SPECIFICALLY FURNISHED WITHOUT THE EXPRESS PERMISSION OF KERN RIVER GAS TRANSMISSION COMPANY.

**INTERMOUNTAIN
AERIAL SURVEYS**

2078 WES. 1300 SOUTH SALT LAKE CITY, UTAH 84119

(401) 972-5932

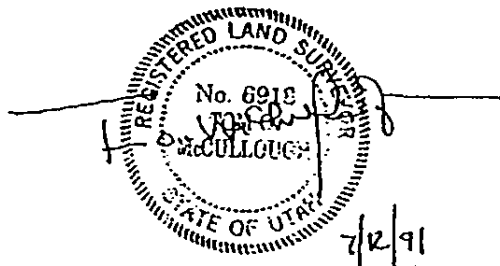
A DIVISION OF WESTERN SURVEYORS GROUP, INC.

TRACT K UT 179W
SALT LAKE CITY CORPORATION

A 50 permanent easement, 25 feet on each side of and parallel to a pipeline centerline and a temporary easement for the purpose of constructing same, the northerly or westerly line being parallel to and 50 feet distant from said centerline (side lines to be shortened or lengthened to terminate at the parcel line), all lying in the Southwest Quarter of the Southeast Quarter (SW 1/4, SE 1/4) of Section 11 and the Northwest Quarter of the Northeast Quarter (NW 1/4, NE 1/4) of Section 14, T.1S., R.2W., S.L.B. & M., Salt Lake County, Utah; said easement being across a 66 foot strip of land for 1300 South Street, described by:

Commencing at the Southeast corner of said Section 11, said Township and Range; thence North 33.00 feet and North 89° 41' 39" West 1648.74 feet along the North line of 1300 South Street to the intersection of the KRGT pipeline and the true point of beginning; thence along said pipeline centerline, South 0° 19' 42" West 66.00 feet to the South line of 1300 South Street and the terminus of said centerline.

Contains 0.04 acres for temporary easement.
0.03 acres for permanent easement.



-COPY-
CO. RECORDER

EXHIBIT C1

BK 9551 PG 2226

INTERMOUNTAIN

2078 WEST 2300 SOUTH SALT LAKE CITY, UTAH 84119

AERIAL SURVEYS

(801) 872-5832

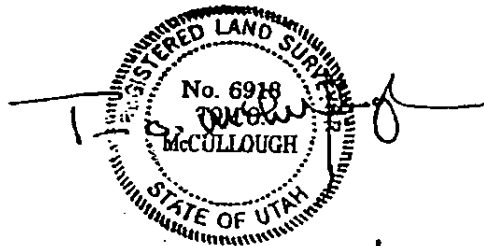
A DIVISION OF WESTERN SURVEYORS GROUP, INC.

Tract K. UT 179.01W &
Tract K. UT 180W
STATE OF UTAH

A 50 foot permanent easement, 25 feet on each side of and parallel to a pipeline centerline and a temporary easement for the purpose of constructing same, the northerly or westerly line being parallel to and 50 feet distant from said centerline, (side lines to be shortened or lengthened to terminate at the parcel line), all lying in the Southwest Quarter of the Southeast Quarter (SW 1/4, SE 1/4) of Section 14 and the Northwest Quarter of the Northeast Quarter (NW 1/4, NE 1/4) of Section 23, T.1S., R.2W., S.L.B. & H., Salt Lake County, Utah; said easement being a portion of the right of way for 2100 South Street as shown on the State Highway Plats of Project No. F-018-1(5), described by:

Commencing at the Southeast corner of said Section 14, said Township and Range; thence North 210.45 feet and West 1655.14 feet to the intersection of the KRGT pipeline and the North right-of-way line for the frontage road at the 2100 South Street Interchange, the true point of beginning; thence along said pipeline centerline, South 0° 19' 42" West 365.71 feet to the South right-of-way line of said Interchange and the terminus of said centerline.

Contains 0.21 acres for temporary easement.
0.42 acres for permanent easement.



7/12/91

-COPY-
CO. RECORDER

EXHIBIT C2

BK 9551 PG 2227



File 10-74

295 Chipeta Way
P.O. Box 58900
Salt Lake City, UT 84158-0900
(801) 584-7500
(801) 584-6768 Fax

March 10, 1993

RECEIVED

MAR 11 1993

Mr. Douglas L. Wheelwright
Planning Programs Supervisor
Salt Lake City Corporation
451 South State Street
Salt Lake City, Utah 84111

Re: Kern River Pipeline Project

Dear Doug:

This letter will follow up and confirm our meeting of February 25, 1993 wherein we discussed the as-built vertical profile of the pipeline through the jurisdictional boundaries of Salt Lake City. First to clarify some of the terminology on the profile drawings, the term "concrete weight coating" refers to a 6 inch concrete coating on the pipeline. The term "set on weights" refers to concrete weights that straddle the pipeline and extend 19" above the top of pipe. In all cases the depth of burial shown on the as-built vertical profile sheets are measured from the top of concrete not the top of pipe. With that clarification several of the areas which initially appeared to lack the agreed upon minimum cover actually do have the appropriate amount of soil cover over the pipeline.

With regard to the specific discrepancies between the as-built profile and the pre-construction letter agreements dated July 3 and 25, 1991, I have reviewed the as-built survey notes and discussed each discrepancy with our field construction personnel. The following explanations are offered: The North Point Consolidated Canal (Point #9, 7/25/91 letter) was bored rather than open cut. The boring method precludes use of concrete weight coating on the pipe, however, with an additional two feet of soil cover (seven feet rather than five feet) we believe there is no conflict with the canal.

The Goggin Drain (Point #1, 7/3/91 letter) has only four feet of soil cover to the top of the concrete coating. The concrete coating is six inches thick.

The channel south of the Goggin Drain (Point #2, 7/3/91 letter) has 4.5 feet of soil cover to the top of the concrete coating. The concrete coating is again six inches thick, therefore, we believe the required cover has been achieved.

At the North Temple Street crossing (Point #3, 7/3/91 letter) I checked the as-built survey notes to determine the location of the 20" water line and the 24" sewer line. The survey notes show a horizontal station, however no depth of burial was recorded. This road crossing was bored and with nine plus feet of cover, therefore, we believe that the pipeline is well below the water and sewer lines such that no conflicts will arise with the Kern River pipeline.

EXHIBIT D

BK 9551 PG 2228

Mr. Douglas L. Wheelwright
March 10, 1993
Page 2

The pipeline was buried with five feet of soil cover at the proposed 5200 West road crossing (Point #8, 7/3/91 letter) rather than six feet. The pipeline is in excess of one foot below a 4 inch and a 6 inch water line, therefore, we believe no future conflict with the proposed road crossing will arise.

The pipeline was buried with five feet of soil cover at the proposed 300 South and the proposed 5700 West road crossings (Points #11 and #12, 7/3/91 letter) rather than six feet.

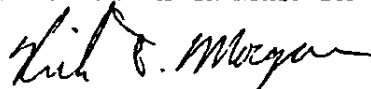
With regard to the discrepancies noted above Kern River and the City agree that variations in the depth of burial of six inches or less are considered minor variations and are deemed immaterial. Reductions in burial depth in excess of six inches are considered material and may cause a conflict with the construction of future roads and/or canals. In the event that a conflict arises in the future with the design of a road or canal over the pipeline the City shall provide written notice to Kern River stating in detail the nature of the conflict. If said conflict is due to Kern River's material non compliance with the depth of burial set forth in the letter agreements dated July 3 and 25, 1991, then the Parties shall agree upon the most economic method to redesign the Parties' facilities to resolve the conflict. Kern River shall have the responsibility to pay reasonable and direct costs related to those actions required to resolve the conflict, to the extent that its material non compliance caused the conflict. In the alternative, Kern River may elect to perform those actions required to resolve the conflict. Should other facilities or other circumstances contribute to the future conflict, Kern River will only be liable for its proportionate share of cost associated with resolving the conflict.

In addition, Kern River agrees to provide to the City not later than December 31, 1993 mylar originals of an as-built survey depicting the horizontal alignment of the pipeline within the jurisdictional boundaries of the City.

If the above vertical alignment discrepancies and remedies are acceptable to the City please countersign this letter where indicated below. If you have any questions please feel free to contact me at 584-6744.

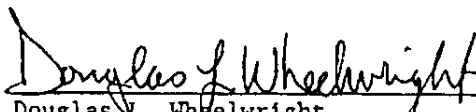
Sincerely,

KERN RIVER GAS TRANSMISSION COMPANY



Kirk T. Morgan
Manager, Right-of-Way

I concur: SALT LAKE CITY CORPORATION

By: 
Douglas L. Wheelwright
Planning Programs Supervisor

KTM.120:js

**EXHIBIT D
CONTINUED**

BK 9551 PG 2229

KERN RIVER GAS TRANSMISSION COMPANY

P.O. BOX 58900
SALT LAKE CITY, UTAH 84158-0900
(801) 584-7082



July 3, 1991

Mr. Doug Wheelwright
Salt Lake City Corporation
451 South State Street
Salt Lake City, Utah 84111

Re: Kern River Pipeline - Vertical Profile

Dear Doug:

This letter will follow up and confirm those agreements made in our meeting of July 1, 1991 with respect to the Phase 1 portion of the vertical alignment of the pipeline through the jurisdictional boundaries of Salt Lake City. This letter will also supersede and amend the Memorandum of Understanding (MOU) between Kern River and Salt Lake City executed on June 28, 1991 with respect only to the vertical alignment of the pipeline. In all other respects the MOU remains unchanged.

The meeting was attended by John Jermyn and myself on behalf of Kern River and Doug Wheelwright, Harry Ewing, Rick Johnston and Chuck Call on behalf of Salt Lake City Corporation. Mr. Larry Migliaccio also attended the second half of the meeting as an engineering consultant to Kern River.

The purpose of the meeting was to review Kern River's profile sheets submitted to the City on June 24, 1991 and to resolve any remaining issues with regard to the burial depth of the pipeline for Phase 1. The following is a summary of the points of Agreement concerning the vertical pipeline alignment.

Point #1 - The Goggin Drain will be buried with five (5) feet of cover from the bottom of the drain to the top of the pipeline.

Point #2 - The channel south of the Goggin Drain at approximate engineering station 1+90/1+93 will also have five (5) feet of cover.

Point #3 -

- Existing North Temple Street may be open cut or bored. However, if bored, Kern River's construction contractor must verify the depth of the existing 24" sanitary sewer line (manhole is in close proximity) and the existing 20" water line.

- Kern River agreed to extend the concrete coating the entire width of the right-of-way.

- Kern River will locate the pipeline a minimum of one foot below the lowest existing utility, thought to be the 24" sanitary sewer line, subject to verification.

POOR COPY
CO. RECORDER

EXHIBIT D
CONTINUED

BK 9551 PG 2230

Page 2
Doug Wheelwright
July 3, 1991

- Point #4 - A six (6) foot burial depth is acceptable at the proposed South Temple Roadway. South Temple is a future frontage road with a 66' right-of-way width.
- Point #5 - A six (6) foot burial depth is acceptable at the proposed 4800 West Roadway crossing (66' right-of-way, centered on SLB&M Section grid).
- Point #5a- Kern River agreed to install a section of its pipeline with three (3) feet of cover between approximate engineering stations 1745 + 59 and 1751 + 24. This shallow burial area is designed to accommodate a future 60" sewer line crossing under Kern River's pipeline.
- Point #6 - A six (6) foot burial depth is acceptable at the 100 South existing gravel road (66' right-of-way, centered on existing gravel road).
- Point #6a- At the Little Goggin Drain, Kern River will install the pipeline with six (6) feet of cover from the existing ground level or five (5) feet of cover below the bottom of the drain, whichever is the greater depth.
- Point #7 - Five feet of cover is required below the flow line of the Brighton Drain at approximate engineering station 1760 + 60.
- Point #8 - Six (6) feet of cover is acceptable at the proposed 5200 West road crossing (66' right-of-way).
- Point #9 - Six (6) feet of cover is acceptable at the proposed 5500 West Road crossing (66' right-of-way, located 660' east of section line at 5600 West).
- Point #10- •The right-of-way width at 5600 West is 140', centered on SLB&M Section grid. Kern River agreed to concrete coat the pipeline across the full right-of-way width
- The burial depth will be a minimum of one (1) foot below an existing 36" water line (approximately 8' cover).
- Point #10a- In the area between 5600 West and proposed 300 South Street (approximate engineering station 1803 + 55 to 1804 + 55) Kern River will use its best efforts to renegotiate with the landowner to install the pipeline shallower than planned. An area of three (3) feet of cover is required to allow a future sewer line to run under the pipeline.
- Point #11 - Six (6) feet of cover is acceptable at the proposed 300 South road crossing (66' right-of-way).

POOR COPY
CO. RECORDER

EXHIBIT D
CONTINUED

BK 9551 PG 2231

Page 3
Doug Wheelwright
July 3, 1991

Point #12 - Six (6) feet of cover is acceptable at the 5700 West road crossing (66' right-of-way located 725' west of section line at 5600 West).

Point #13 - •Nine (9) feet of cover is required at proposed 700 South (84' right-of-way centered on SLB&M survey grid) to accommodate a future drainage canal along the north boundary of 700 South. This change will require that we extend the cover requirement and P.I. 75 feet to the north. The valve on the south side of 700 South may also be moved south to allow a vertical transition area.

•The six (6) feet of soil cover requirement specified in the MOU will terminate at the valve site not at the Western Pacific Railroad Tracks.

Point #14 - A standard cover of 5.5 feet is acceptable at the 1300 South (future right-of-way of 84' centered on SLB&M survey grid) road crossing; provided the concrete coating is extended to 84'. to accommodate a future road widening.

Point #15 - The City agrees to grant a Right-of-Access to the extent that Salt Lake City Corporation owns or claims a prescriptive use to such access on and along that portion of 700 South necessary for Kern River to have access to its valve site. This includes the area along 700 South between 5600 West and the permanent pipeline right-of-way.

Point #15a- Five (5) feet of cover is acceptable below the flow line of the Lee drain which is located South of California Avenue.

Point #16 - At the 2100 South frontage road, the pipeline burial depth shall be a minimum of one (1) foot below the lowest existing utility or 5.5 feet, whichever is greater.

Point #17 - The design of the pipeline will not consider road crossings at 1000 South and 1700 South as these roads will not extend westerly across the pipeline right-of-way/

I believe that the above points accurately reflect the agreements made in our meeting. If you concur please countersign this letter as indicated below.

I have also attached a slightly revised Construction Authorization Agreement. The only changes are in paragraphs 1 and 2 which have been revised to reflect the phase of construction authorized based upon concurrence of the vertical alignment evidenced by this letter.

POOR COPY -
CO. RECORDER

EXHIBIT D
CONTINUED

BK 9551 PG 2232

KERN RIVER GAS TRANSMISSION COMPANY

P.O. BOX 58900
SALT LAKE CITY, UTAH 84158-0900
(801) 584-7082



July 25, 1991

Mr. Doug Wheelwright
Salt Lake City Corporation
451 South State Street
Salt Lake City, Utah 84111

Re: Kern River Pipeline - Vertical Profile Phase 2

Dear Doug:

This letter will follow up and confirm those agreements made in our meeting of July 19, 1991 with respect to the Phase 2 portion of the vertical alignment of the pipeline through the jurisdictional boundaries of Salt Lake City. This letter will also supersede and amend the Memorandum of Understanding (MOU) between Kern River and Salt Lake City executed on June 28, 1991 with respect only to the vertical alignment of the pipeline. In all other respects the MOU remains unchanged.

The meeting was attended by John Jermyn and myself on behalf of Kern River and Doug Wheelwright, Harry Ewing, Steve Domino and Chuck Call on behalf of Salt Lake City Corporation. Mr. Bruce Orvis also attended the meeting as an engineering consultant to Kern River.

The purpose of the meeting was to review Kern River's profile sheets submitted to the City on July 3, 1991 and to resolve any remaining issues with regard to the burial depth of the pipeline for Phase 2. The following is a summary of the points of Agreement concerning the vertical pipeline alignment.

- Point #1 - The pipeline crossing of the Jordan River will have a minimum of seven (7) feet of soil cover from the bottom of the river to the top of the pipeline.
- Point #2 - The pipeline crossing of the City drain at approximate engineering station 1342+00 will have a minimum soil cover of five (5) feet below the bottom of the drain.
- Point #3 - The pipeline crossing of the reclamation branch of the North Point Canal will have a minimum of five (5) feet of cover below the bottom of the canal.
- Point #4 - The existing right-of-way for 2200 West is 66 feet in width. The City plans to expand this right-of-way to 84 feet in width in the future. The pipeline will be buried with five (5) feet of cover at the crossing and the one (1) inch concrete coating will be extended from 66 feet to 80 feet.

**EXHIBIT D
CONTINUED**

BK 9551 PG 2233

Mr. Doug Wheelwright
July 25, 1991
Page 2

- Point #5 - The City plans a future road at 2400 West. The centerline of the road will be at approximate engineering station 1381+88 also being the north/south centerline of Section 16, Township 1 North, Range 1 West. The pipeline will be buried with a minimum of five (5) feet of soil cover and will have a one (1) inch concrete coating at this location. The future road right-of-way will be 66 feet in width, 33 feet on each side of the north/south centerline of Section 16, Township 1 North, Range 1 West.
- Point #6 - The pipeline crossing of the Rudy drain (approximate station 1389+75) will have a minimum of five (5) feet of soil cover from the bottom of the drain.
- Point #7 - The existing road right-of-way at 3200 West is 66 feet in width. The City plans to expand said road to 84 feet in width. The pipeline crossing of 3200 West will have five (5) feet of soil cover below the surface of the road and the one (1) inch concrete coating will be extended to 80 feet centered on the section line common to Sections 16 and 17, Township 1 North, Range 1 West.
- Point #8 - The pipeline crossing of an existing unnamed irrigation canal at approximate engineering station 1554+33 will have a minimum of five (5) feet of soil cover below the bottom of the canal.
- Point #9 - The pipeline crossing of the existing North Point Consolidated Canal at approximately engineering station 1620+16 will have a minimum of five (5) feet of soil cover below the bottom of the canal and five (5) inches of concrete coating on the pipeline.
- Point #10 - The pipeline will be buried with a minimum of five (5) feet of soil cover below the bottom of the Surplus Canal. The pipeline will be concrete coated at the canal crossing unless directional drilling techniques are used, in which case, soil cover will be increased and no concrete coating will be applied.
- Point #11 - ~~Kern River will~~ provide to the City as-built surveys depicting both the horizontal and vertical alignment. The as-built surveys will extend east of the Jordan River to a distance of 40 feet past the oily drain at approximate engineering station 1307+00.

I believe that the above points accurately reflect the agreements made in our meeting. If you concur please countersign this letter where indicated below.

EXHIBIT D
CONTINUED

BK 9551 PG 2234

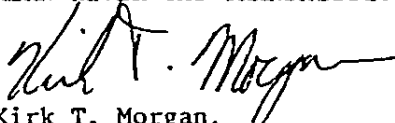
POOR COPY -
CO. RECORDER

Mr. Doug Wheelwright
July 25, 1991
Page 3

Your assistance is greatly appreciated.

Sincerely,

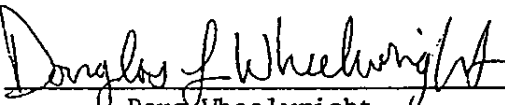
KERN RIVER GAS TRANSMISSION COMPANY


Kirk T. Morgan,
Manager, Right-of-Way

KTM.267:js

cc: Mr. Steve Allred
Mr. Harry Ewing
Mr. Steve Domino
Mr. Chuck Call
Mr. Garth Coles

I CONCUR: SALT LAKE CITY CORPORATION

By: 
Doug Wheelwright

COPY
CO. RECORDER

COPIED FOR: R. Sluder
W. Waddell
L. Newton
J. Jermyn
Marty Taylor
K. Morgan
File 10.7.4

KTM:js 7-26-91

EXHIBIT D
CONTINUED

BK 9551 PG 2235

Page 4
Doug Wheelwright
July 3, 1991

Doug, I know this has been a difficult process and I truly appreciate the commitment and long hours that you and other City representatives have devoted to ensure that our construction can proceed in a timely manner.

Sincerely,

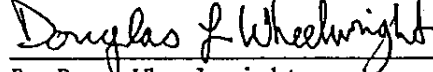
KERN RIVER GAS TRANSMISSION



Kirk T. Morgan
Manager, Right-of-Way

I concur:

Salt Lake City Corporation



By Doug Wheelwright

cc: Mr. Steven Allred
Mr. Harry Ewing
Mr. Chuck Call
Mr. Rick Johnston

-COPY-
CO. RECORDER

EXHIBIT D
CONTINUED

BK 9551 PG 2236