

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

10306783  
 12/21/2007 02:41 PM \$84.00  
 Book - 9551 Pg - 2237-2269  
**GARY W. OTT**  
 RECORDER, SALT LAKE COUNTY, UTAH  
 KERN RIVER GAS  
 2755 E COTTONWOOD PKWY STE 300  
 SLC UT 84121  
 BY: ZJM, DEPUTY - WI 33 P.

**2007 NON-EXCLUSIVE RIGHT OF WAY AND EASEMENT AGREEMENT FOR THE  
 2002 PIPELINE ON NON-AIRPORT PROPERTY**

This 2007 Non-Exclusive Right of Way and Easement Agreement for the 2002 Pipeline on Non-Airport Property (the "2007 Non-Airport Property Easement for 2002 Pipeline") is entered into effective this 20<sup>th</sup> 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").

**RECITALS AND DEFINITIONS**

WHEREAS, Kern River constructed in 1991 segments of a natural gas pipeline and appurtenant facilities (the "1991 Pipeline") across real property owned and controlled by the City; and

WHEREAS, the City conveyed to Kern River in 1993 a recordable easement interest in such real property that was needed by Kern River to construct, operate and maintain segments of the 1991 Pipeline ("1993 Easement"); 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

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"); and

**RECORDED**

**DEC 20 2007**

**CITY RECORDER**

**BK 9551 PG 2237**

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 desire to have separate easements to address the Airport Property versus Non-Airport Property; and

WHEREAS, the parties have agreed to create 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 2002 Pipeline shall be the recordable easement governing the 2002 Pipeline where it crosses Non-Airport Property; and

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 CITY HEREBY GRANTS TO KERN RIVER, AND KERN RIVER HEREBY ACCEPTS, A NON-EXCLUSIVE EASEMENT FOR THE 2002 PIPELINE WHERE IT CROSS NON-AIRPORT PROPERTY ON THE FOLLOWING TERMS AND CONDITIONS:

1. Grant of Easement for 2002 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 A2, B1 through B5 and C1 through C3, which Exhibits are attached hereto and hereby incorporated by reference (said rights of way and easements for the 2002 Pipeline being hereinafter referred to collectively as the "Non-Airport Easements for 2002 Pipeline").

2. Temporary Easements. The parties agree that any "temporary" easements or work space described more particularly in Exhibits A1 through A2, B1 through B5 and C1 through C3 hereof expired on or before the effective date hereof, and that the "permanent" easements described more particularly in Exhibits A1 through A2, B1 through B5 and C1 through C3 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 Grantee all appropriate authority as part of Grantor's permitting process to cross the Non-Airport Easements for 2002 Pipeline and through the jurisdictional limits of the City.

4. Road Conflicts. Except as otherwise set forth in this paragraph 4, 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 2002 Pipeline.

a. The parties agree that if a "depth issue" arises in the future between the Facilities and the development of roads and canals across the Non-Airport Easements for 2002 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. A "depth issue" is defined as a situation when the as-built burial depth of the 2002 Pipeline at road crossings or canals on Non-Airport Easements for 2002 Pipeline was placed with less than five (5) feet of cover over the top of the pipeline. The amount of concrete coating or "set on weights" that may exist on the 2002 Pipeline shall be included as cover when determining whether sufficient cover exists. Variations in the depth of burial of six inches or less are considered minor variations and are deemed immaterial and shall not result in a depth conflict.

c. If Grantor believes in good faith that the Facilities must nonetheless be relocated to resolve the Road Conflict, 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 2002 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 the 2002 Pipeline described in this 2007 Non-Airport Property Easement for 2002 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 2002 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 2002 Pipeline. Notwithstanding any other provision of this 2007 Non-Airport Property Easement for 2002 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 2002 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. Ingress and Egress. This 2007 Non-Airport Property Easement for 2002 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 2002 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.

8. Cooperation.

a. Grantee will provide at the City's request, Geographical Information System ("GIS") data on the 2002 Pipeline as may be necessary for the City's planning purposes on the Non-Airport Easements for 2002 Pipeline. The City shall limit its requests for such data to the specific areas needed for planning purposes on Non-Airport Easements for 2002 Pipeline. 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 the event Grantee of its own accord plans to replace the 2002 Pipeline in any of the road or canals on Non-Airport Easements for 2002 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.

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 2002 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 2002 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 the 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 2002 Pipeline and all associated rights and privileges herein mutually granted shall be fully canceled and terminated. Grantee agrees that it will provide Grantor written notice of any abandonment of Grantee's 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. If Grantee abandons Facilities, if any, on the surface of the Non-Airport Easements for 2002 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 Non-Airport Easements for the 2002 Pipeline 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 2002 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 2002 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 2002 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 2002 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 2002 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 identified in the Exhibits hereto, this 2007 Non-Airport Property Easement for 2002 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 2002 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 2002 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 2002 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 2002 Pipeline.

18. Governing Law. This 2007 Non-Airport Property Easement for 2002 Pipeline shall be construed according to the law of the State of Utah.

DATED the 20<sup>th</sup> day of December, 2007.

SALT LAKE CITY CORPORATION, a  
Utah municipal corporation

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

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

ATTEST:

RECORDED

DEC 20 2007

*Christine Meeker*  
**Acting** City Recorder

CITY RECORDER

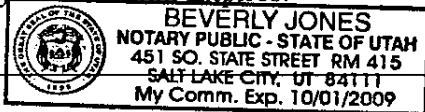


STATE OF UTAH )  
: SS.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of December, 2007, by Ross C. Anderson and Christine Meeker, Mayor and **Acting** y 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 Chief Deputy City Recorder for and on behalf of Salt Lake City Corporation.

*Beverly Jones*  
\_\_\_\_\_  
Notary Public  
Residing at: \_\_\_\_\_

My Commission Expires:



DATED the 20<sup>th</sup> 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*  
\_\_\_\_\_  
Micheal Dunn  
Its: President



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

The foregoing instrument was acknowledged before me this 20<sup>th</sup> 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

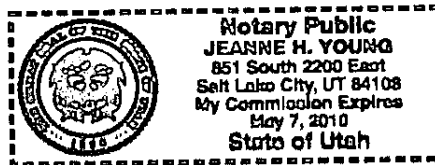


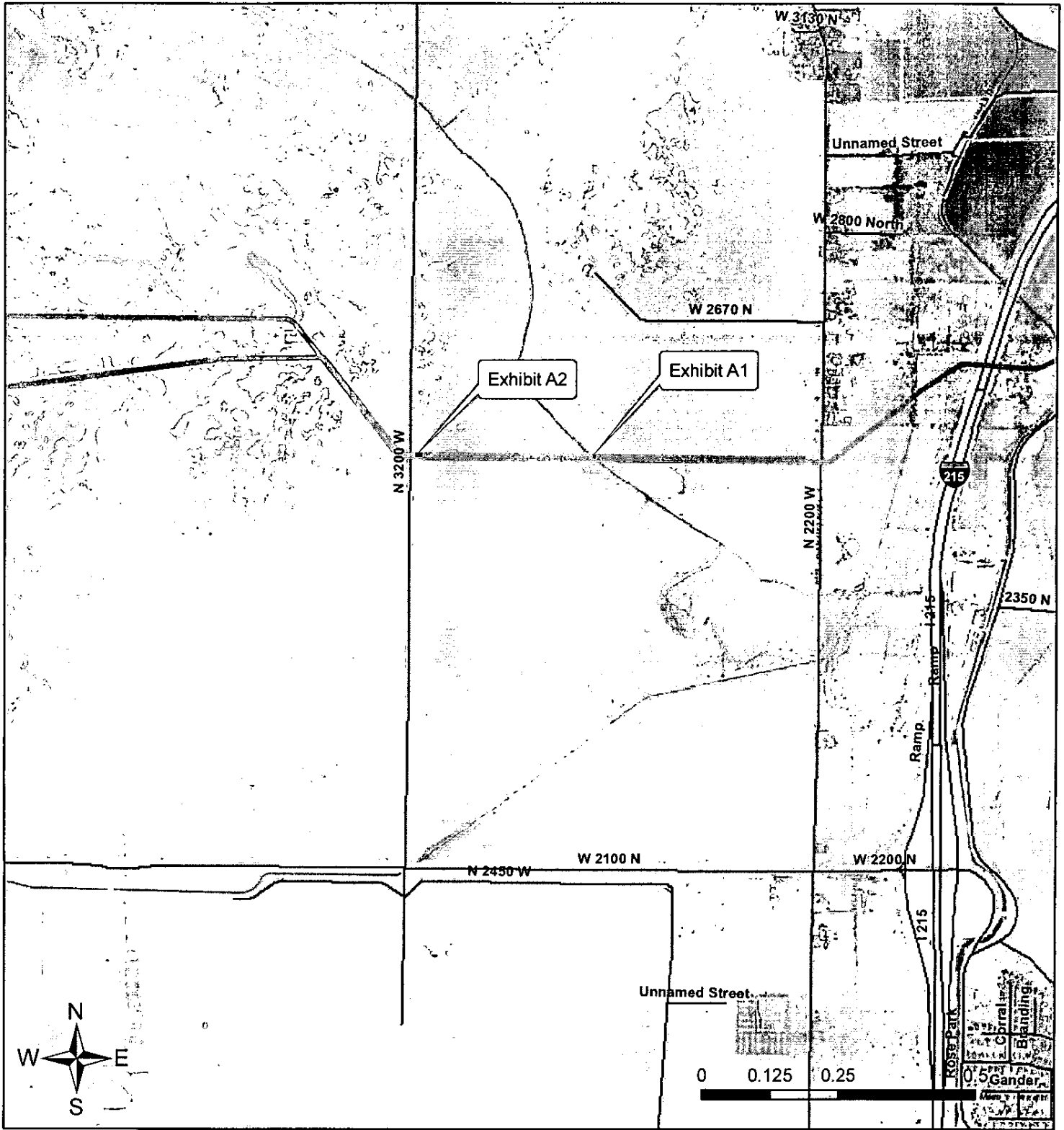
authorized to execute same on behalf of Kern River Gas Transmission Company.

*Jeanne H. Young*  
Notary Public  
Residing at: *Salt Lake County*

My Commission Expires:

*May 7, 2010*





Legend  
 Kern River Loop Line (2002)

Figure A

December 2007



Easements Off Airport Property (2002)  
 Salt Lake International Airport

SOURCES: AERIAL IMAGERY: MAP 2006  
 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.

Rudy Drain

T 1 N – R 1 W, Section 16

A 25 foot Permanent Easement being parallel, contiguous and adjacent on the north to the easement described on the following page.

A total 50 foot Temporary Construction Easement, being 37.5 feet contiguous and adjacent on the north, and 12.5 feet contiguous and adjacent on the south, to the 25 foot Permanent Easement described above.

**EXHIBIT A1**

**BK 9551 PG 2247**

TRACT K UT137.025W  
SALT LAKE CITY CORPORTION

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 89° 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.

COPY  
CO. RECORDER

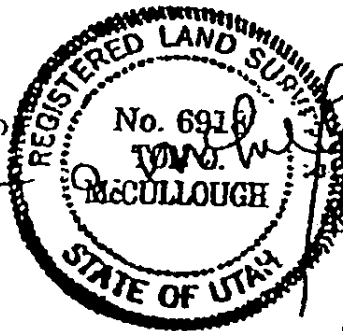


EXHIBIT A1  
CONTINUED

3200 West Street

T 1 N – R 1 W, Sections 16 & 17

A 25 foot Permanent Easement being parallel, contiguous and adjacent on the north to the easement described attached on the following page.

**EXHIBIT A2**

**BK 9551 PG 2249**

**INTERMOUNTAIN  
SERIAL SURVEYS**

2078 WEST 2500 SOUTH SALT LAKE CITY, UTAH 84110

(801) 972-5532

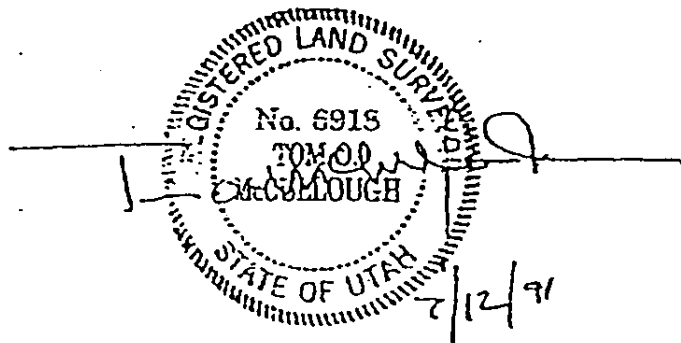
A DIVISION OF WESTERN SURVEYORS GROUP, INC.

**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. & H., Salt Lake County, Utah; said easement being across a 66 foot strip of land for 3200 West Street, described by:

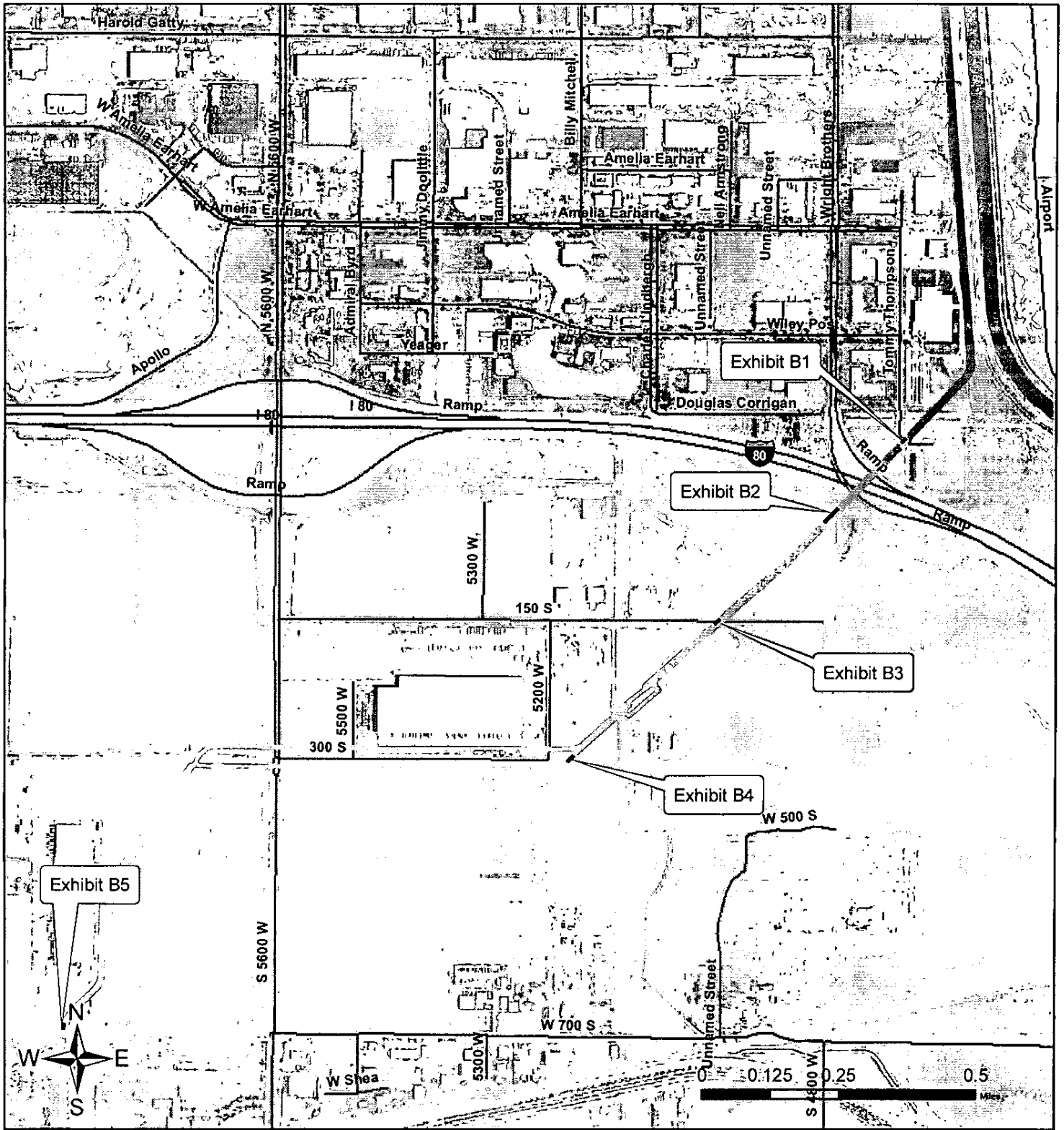
Commencing at the Northwest corner of said Section 16, said Township and Range; thence East 33.00 feet and South 0° 14' 24" West parallel with the section line, 1297.73 feet to the intersection of the KRGT pipeline on the east line of 3200 West Street and the true point of beginning; thence along said 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 A2  
CONTINUED**



Legend  
 Kern River Loop Line (2002)

Figure B

December 2007



Easements Off Airport Property (2002)  
 Salt Lake International Airport

SOURCES: AERIAL PHOTO, MAP 2006  
 NOTE: THIS DOCUMENT IS THE EXCLUSIVE PROPERTY OF KERN RIVER GAS TRANSMISSION COMPANY. THE SUBJECT MATTER IS PROMISOR AND IS NOT TO BE DIVULGED TO ANY PARTY, NOR IS THE DOCUMENT TO BE REPRODUCED, TRANSMITTED, 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.

TOMMY THOMPSON ROAD  
SALT LAKE COUNTY, UTAH  
K 1 UT 137.21B  
SHEET 1 OF 1

A TWENTY FIVE (25) FOOT WIDE PERMANENT EASEMENT

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

Said twenty five (25) foot wide permanent easements extends over, through and across a portion of Tommy Thompson Road, and being located in a portion of the Southwest Quarter of Section 31, Township 1 North, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, said Survey line being more particularly described follows:

Beginning at a point on the Northeast Right of Way line, from which an Iron Rod with cap marked "Bingham Engineering" found marking the Southeast corner of Salt Lake International Center Plat 13, bears North 66°04'46" East, a distance of 680.80 feet;

THENCE South 43°30'25" West, a distance of 66.00 feet to a point of terminus on the Southwest Right of Way line, from which a standard Salt Lake County Brass Cap found marking the Southwest corner of said Section 31 bears South 57°59'58" West, a distance of 869.08 feet. Said easement being 4.00 rods in length and contains 0.04 acres of land.

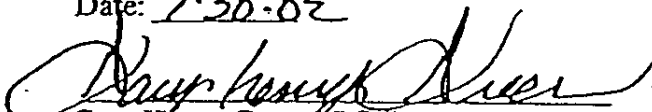
TEMPORARY CONSTRUCTION EASEMENT

Being a twenty five (25) foot wide strip of land, adjoined to and parallel with the Northeast property line of said tract and a forty (40) foot wide strip of land, adjoined to and parallel with the Survey line of herein described permanent easement, extending and shortening the side lines of the temporary construction easement at the beginning and termination to intersect with the Northeast and Southwest Right of Way lines, and contains 0.10 acres of land.

Job #4701.700

Basis of Bearing West line of Section 31 being N 00°14'42" E

Date: 7.30.02

  
Gary Henry Green PLS #373234  
Professional Land Surveyor

COPY  
CO. RECORDER

EXHIBIT B1

BK 9551 PG 2252



SALT LAKE CITY CORPORATION  
SALT LAKE COUNTY, UTAH

K 1 UT 137.235W  
SHEET 1 OF 2

### A TWENTY FIVE (25) FOOT WIDE PERMANENT EASEMENT

Being a twenty five (25) foot wide permanent easement lying twenty five (25) feet Northwesterly of the following described Survey line, also following 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 City Corporation, and being located in a portion of the West Half of Section 6, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. Said tract being more particularly described in Deed Book 5740, Page 2604 of the Deed Records of Salt Lake County, Utah, said Survey line being more particularly described as follows:

Beginning at a point on the Northerly line of said tract, from which a Standard Salt Lake County Brass Cap found marking the Northwest corner of said Section 6 bears North  $31^{\circ}29'34''$  West, a distance of 224.62 feet;

THENCE South  $43^{\circ}30'15''$  West, a distance of 170.36 feet to the point of terminus on the West line of said Section 6, from which said Standard Salt Lake County Brass Cap found marking the Northwest corner of said Section 6, bears North  $00^{\circ}00'44''$  West, a distance of 315.10 feet, said easement being 10.32 rods in length and contains 0.09 acres of land.

### TEMPORARY CONSTRUCTION EASEMENT

Being a twenty five (25) foot wide strip of land, adjoined to and parallel with the Northwesterly line of the herein described permanent easement and a forty (40) foot wide strip of land, adjoined to and parallel with the Survey line of herein described permanent easement, extending or shortening the side lines of the temporary construction easement at the beginning and termination of the temporary construction easement to intersect with the Northerly line of said tract and the West line of said Section 6, and containing a total of 0.25 acres of land.

### ADDITIONAL TEMPORARY WORK SPACE

Being a fifty (50) foot wide strip of land, adjoined to and parallel with the Northwesterly line of the herein described temporary construction easement, extending and shortening the side lines of the additional temporary work space at the beginning and termination of the additional temporary workspace to intersect with the Northerly line of said tract and the West line of said Section 6, and contains 0.05 acres of land.

**EXHIBIT B2**

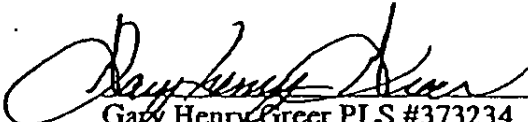
SALT LAKE CITY CORPORATION (Continued)  
SALT LAKE COUNTY, UTAH  
K 1 UT 137.235W  
SHEET 2 OF 2

Being a thirty (30) foot wide strip of land, adjoined to and parallel with the Southeasterly line of the herein described temporary construction easement, extending and shortening the side lines of the additional temporary work space at the beginning and termination of the additional temporary workspace to intersect with the Northerly line of said tract and the West line of said Section 6, and contains 0.18 acres of land.

Job #4701.700

Basis of bearing West line of Section 6 being N 00°00'44" W

Date: 5-22-02

  
Gary Henry Greer PLS #373234  
Professional Land Surveyor

COPY  
CO. RECORDER

EXHIBIT B2  
CONTINUED

BK 9551 PG 2254

150 South Street

T 1 S – R 2 W, Section 1

A 25 foot Permanent Easement being parallel, contiguous and adjacent on the northwest to the easement described on the following page.

**EXHIBIT B3**

**BK 9551 PG 2255**

**INTERMOUNTAIN  
AERIAL SURVEYS**

2076 WEST 2100 SOUTH SALT LAKE CITY, UTAH 84119

(801) 972-5932

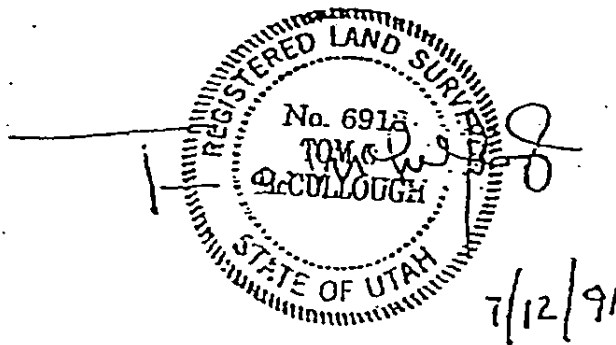
A DIVISION OF WESTERN SURVEYORS GROUP, INC.

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.1S., R.2W., S.L.B. & M., 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 KRGF 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 B3  
CONTINUED

SALT LAKE CITY CORPORATION  
SALT LAKE COUNTY, UTAH  
K 1 UT 163.01W  
SHEET 1 OF 2

### FIFTY (50) FOOT WIDE PERMANENT EASEMENT

Being a fifty (50) foot wide permanent easement lying twenty five (25) feet Northwesterly and twenty five (25) feet Southeasterly of the following described Survey line, also following an existing Kern River 36" pipeline.

Said fifty (50) foot wide permanent easement extending over, through and across a certain tract conveyed to Salt Lake City Corporation, and being located in a portion of the Southwest Quarter of the Northeast Quarter of Section 1, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah. Said tract being more particularly described in Deed Book 7074, Page 1575 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 marked "1962" found marking the East Quarter corner of said Section 1 bears South 88°21'20" East, a distance of 2398.33 feet;

THENCE South 48°03'15" West, a distance of 95.02 feet to a point;

THENCE South 50°07'55" West, a distance of 3.71 feet to a point of terminus on the South line of said tract, from which a Standard Salt Lake County Brass Cap marked "1962" found marking the East Quarter corner of said Section 1 bears South 89°54'58" East, a distance of 2470.85 feet, said easement being 5.98 rods and contains 0.11 acres of land.

### TEMPORARY CONSTRUCTION EASEMENT

Being a twenty five (25) foot wide strip of land, adjoined to and parallel with the Southeasterly line of herein described permanent easement and a fifteen (15) foot wide strip of land, adjoined to and parallel with the Northwesterly line of herein described permanent easement, extending and shortening the side lines of the temporary construction easement at the beginning and termination to intersect with the North and South lines of said tract, and containing a total of 0.09 acres of land.

EXHIBIT B4

BK 9551 PG 2257

SALT LAKE CITY CORPORATION (Continued)  
SALT LAKE COUNTY, UTAH  
K 1 UT 163.01W  
SHEET 2 OF 2

**ADDITIONAL TEMPORARY WORK SPACE**

Being a fifty (50) foot wide strip of land, adjoined to and parallel with the Northwesterly line of the herein described temporary construction easement, beginning at a point 27.46 feet from the intersection of the North line of said tract and the Northwesterly line of the herein described temporary construction easement, and extending 77.45 feet in a Southwesterly direction to intersect with the South line of said tract, extending and shortening the side lines at the beginning to intersect with the North line and at the termination to intersect with the South line of said tract, and contains 0.12 acres of land.

Job #4701.700

Basis of Bearing East line of Section 1 being N 00°01'12" W

Date: \_\_\_\_\_

\_\_\_\_\_  
Gary Henry Greer PLS #373234  
Professional Land Surveyor

**EXHIBIT B4  
CONTINUED**

700 South Street

T 1 S – R 2 W, Sections 2 & 11

A 25 foot Permanent Easement being parallel, contiguous and adjacent on the west to the easement described on the following page.

A total 65 foot Temporary Construction Easement, being 37.5 feet contiguous and adjacent on the west, and 27.5 feet contiguous and adjacent on the east, to the 25 foot Permanent Easement described above.

**EXHIBIT B5**

**BK 9551 PG 2259**

# INTERMOUNTAIN AERIAL SURVEYS

A DIVISION OF WESTERN SURVEYORS GROUP, INC.

2078 WEST 2500 SOUTH SALT LAKE CITY, UTAH 84119

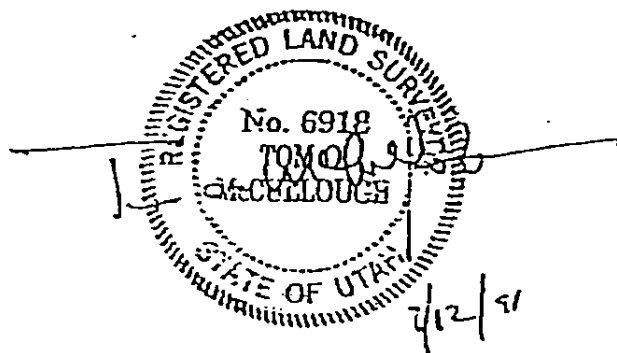
(801) 972-5632

## 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.1S., 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 KRG T 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.

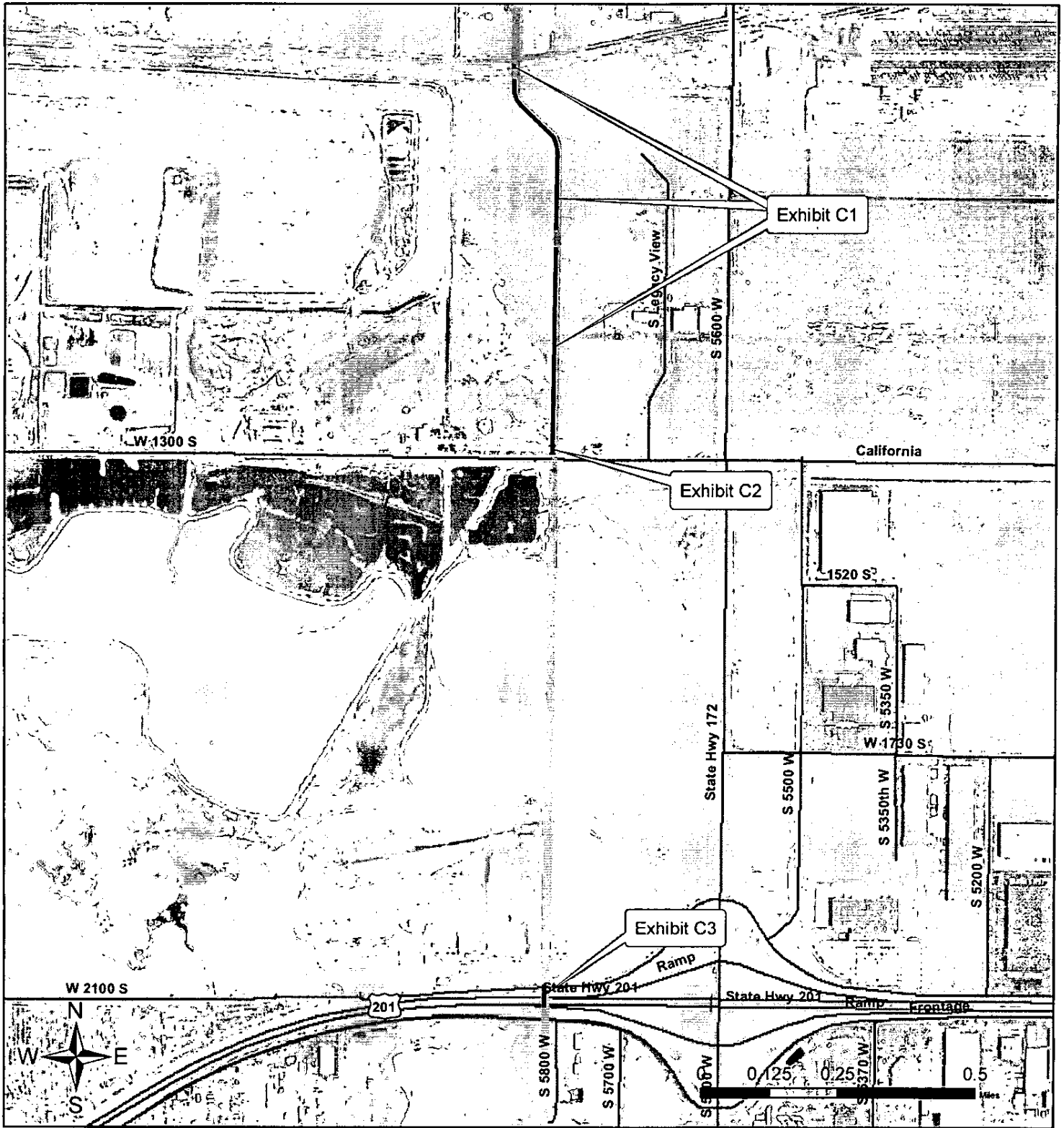


COPY  
CO. RECORDER

EXHIBIT B5  
CONTINUED

BK 9551 PG 2260






Legend  
 Kern River Loop Line (2002)

Figure C

December 2007



Easements Off Airport Property (2002)  
 Salt Lake International Airport

SOURCE: AERIAL IMAGERY, MAP 2006  
 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 PURPOSES OTHER THAN THAT FOR WHICH IT IS SPECIFICALLY FURNISHED WITHOUT THE EXPRESS PERMISSION OF KERN RIVER GAS TRANSMISSION COMPANY.

SALT LAKE COUNTY  
SALT LAKE COUNTY, UTAH  
K1 UT 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;

EXHIBIT C1

BK 9551 PG 2262

SALT LAKE COUNTY (Continued)  
SALT LAKE COUNTY, UTAH  
K 1 UT 173, 175, 17W ..  
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 lands of others. Said easement being 218.49 rods in length and contains 2.07 acres of land.

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 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,

**EXHIBIT C1  
CONTINUED**

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.

**EXHIBIT C1  
CONTINUED**

SALT LAKE COUNTY (Continued)  
SALT LAKE COUNTY, UTAH  
K 1 UT 173, 175, 17W  
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

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

**EXHIBIT C1  
CONTINUED**

BK 9551 PG 2265

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1300 South Street

T 1 S – R 2 W, Section 11

A 25 foot Permanent Easement being parallel, contiguous and adjacent on the west to the easement described on the following page.

**EXHIBIT C2**

**BK 9551 PG 2266**

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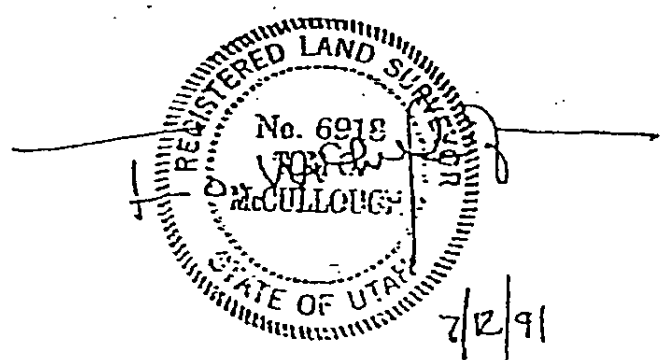
DIVISION OF WESTERN SURVEYORS GROUP, INC.

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 KRG T 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.  
0.08 acres for permanent easement.



COPY  
CO. RECORDER

EXHIBIT C2  
CONTINUED

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2100 South Street

T 1 S – R 2 W, Section 14

A 25 foot Permanent Easement being parallel, contiguous and adjacent on the west to the easement described on the following page.

**EXHIBIT C3**

**BK 9551 PG 2268**

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# INTERMOUNTAIN

2078 WEST 2300 SOUTH SALT LAKE CITY, UTAH 84119

# AERIAL SURVEYS

(801) 972-8832

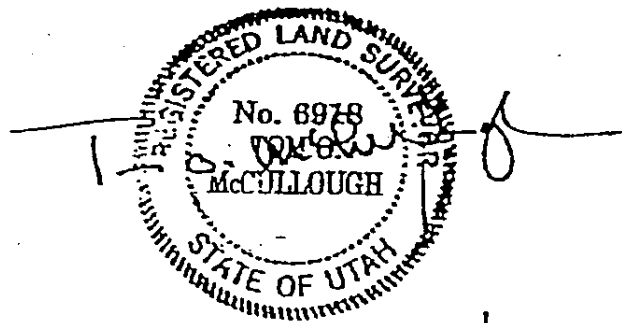
A DIVISION OF WESTERN SURVEYORS GROUP, INC.

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. & M., 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  $0^{\circ} 19' 42''$  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.



COPY.  
CO. RECORDER

EXHIBIT C3  
CONTINUED