

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

STATE OF UTAH

COUNTY OF SALT LAKE

5313800

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, hereinafter referred to as Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER CONSIDERATIONS, to the Grantor in hand paid by KERN RIVER GAS TRANSMISSION COMPANY, P.O. Box 68800, Salt Lake City, Utah 84166-0900, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, an exclusive right-of-way and easement to locate, survey a route, construct, entrench, maintain, protect, inspect and operate a pipeline and/or communications cable with appurtenances including but not limited to valves, metering equipment, electrical cable, cathodic equipment, underground conduit, cables, splicing boxes and roads (said pipeline, communications cable, appurtenances, valves, metering equipment, cathodic equipment, underground conduits, cables, splicing boxes and roads being hereinafter sometimes collectively called the "facilities") over, under and through the hereinafter described land, approximately along the line designated by survey heretofore made or hereafter to be made by Grantee, through and over the said land on a right-of-way 50 feet in width being 25 feet on the Northerly side and 25 feet on the Southerly side of the centerline of the first pipeline and/or communications cable constructed hereunder, situated in Salt Lake County, State of Utah described below:

| <u>Subdivision</u> | <u>Section</u> | <u>Township</u> | <u>Range</u> | <u>P.M.</u> |
|--------------------------------------------------------------------------------------------------------------------|----------------|-----------------|--------------|-------------|
| A portion of being further described on Exhibit "A" attached hereto and by this reference made a part hereof | 30 | 3 South | 1 West | S. L. B. M. |

AND for additional terms and conditions of this Agreement see Exhibit "B" attached hereto and by this reference made a part hereof.

This right-of-way and easement shall carry with it the right of ingress and egress to and from, and access on and along said right-of-way, with the right to use existing roads, for the purpose of constructing, inspecting, repairing, protecting and maintaining the facilities and the removal or replacement of same at will, either in whole or in part, and the replacement of said pipeline with either like or different size pipe. During temporary periods Grantee may use such portions of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate, protect and maintain the facilities over the right-of-way hereby granted unto the said Grantee, its successors and assigns, and the Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon Grantor, his heirs, legal representatives and successors in title.

Grantee may at any time permanently abandon said right-of-way and at its discretion may remove or abandon in place improvements constructed thereon and upon such abandonment action, Grantee may at its discretion execute and record a reconveyance and release hereof, whereupon this right-of-way and easement and all rights and privileges herein mutually granted shall be fully cancelled and terminated.

Grantee shall compensate the Grantor for all damages to Grantor's growing crops, pasture, fences, livestock and other real or personal property improvements caused by the construction, maintenance, repair, replacement or removal of the facilities. Grantee shall compensate the Grantor for all damages to Grantor's timber caused by the initial construction of the facilities; thereafter, Grantee shall have the right to cut and keep clear without payment of damages all trees, brush and other obstructions that may in the Grantee's opinion endanger, hinder or conflict with the construction, operation, inspection, protection, maintenance and use of said facilities.

Grantee further agrees that within a reasonable time following the completion of construction, Grantee shall restore said right-of-way. Restoration shall include, where necessary, final grading, reseeding and installation of erosion control structures.

Grantor reserves the right to use and enjoy said property except for the purposes herein granted, but such use shall not hinder, conflict or interfere with Grantee's surface or subsurface rights hereunder or disturb its facilities and no road, reservoir, excavation, change in surface grade, obstruction or structure shall be constructed, created or maintained on, over, along or within said right-of-way without Grantee's prior written consent. Grantee shall, during initial construction in cultivated lands, bury said pipeline and/or communications cable to a minimum depth of 30 inches.

Grantor represents and warrants that he is the owner in fee simple of the said described land. Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said land and thereupon be subrogated to such lien and rights incident thereto.

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

WITNESS THE EXECUTION HEREOF OF THE 13 DAY OF Aug, 19 92

By

Paul H. [Signature]
Witness to Signature(s)

James E. Miller
James E. Miller

Project Name

Judith F. Miller
Judith F. Miller

Land No. 255-W Dwg. No. _____

ISSUED 3/9/90

RK6503PC1822

QTR COR FOUND COUNTY MONUMENT

25 30

1282.57'

4800 WEST STREET

S W QTF
T 3 S, R 1

POT (MILLER) 35W 0-1-1

S 0° 23' 24" W 2646.23'
QTR COR TO SEC COR

S 37° 04' 00" E 1675.18'

BK 6503 PG 1823

SEC 30
W, SLB & M

CL 2-POLE WOOD STRUCTURE TRANSMISSION LINES
CL STEEL TOWER TRANSMISSION LINES

S 37' 04" 00"
435.51' CL
41.51'
372.17'

WARRANTY DEED
ENTRY NO. 233243
BOOK 2853, PAGE 469

BK 503 PG 1824

19



QTR COR FOUND COUNTY MONUMENT

30



QTR COR FOUND COUNTY MONUMENT

30



29



BK 6503 Pg 1825

EXHIBIT "A"

CERTIFICATE OF SURVEY

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

THE FOLLOWING EASEMENT DESCRIPTIONS ARE A PART OF A TRACT OF LAND SITUATED IN SECTION 30, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, CONVEYED BY WARRANTY DEED RECORDED AS ENTRY NUMBER 2331243, BOOK 2653, PAGE 469, SALT LAKE COUNTY RECORDER, STATE OF UTAH, AND NAMING JAMES E. MILLER and JUDITH F. MILLER, His Wife, GRANTEEES.

EASEMENT DESCRIPTION:

BEGINNING AT A POINT ON THE SOUTH LINE OF THAT TRACT OF LAND CONVEYED TO JAMES E. MILLER and JUDITH F. MILLER, His Wife, BY WARRANTY DEED, ENTRY NUMBER 2331243, BOOK 2653, PAGE 469, AS RECORDED AND ON FILE IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, STATE OF UTAH, SAID POINT BEING NORTH 0°23'24" EAST (BEARINGS ARE BASED ON UTAH STATE PLANE COORDINATE SYSTEM - CENTRAL ZONE) 48.00 FEET AND SOUTH 88°53'52" EAST, 1664.63 FEET FROM THE SOUTHWEST CORNER OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 88°53'52" WEST 25.00 FEET ALONG SAID SOUTH LINE OF SAID TRACT OF LAND; THENCE NORTH 0°56'06" EAST 75.84 FEET; THENCE NORTH 37°04'00" WEST 414.19 FEET MORE OR LESS TO THE WEST LINE OF SAID TRACT OF LAND; THENCE NORTH 0°14'23" EAST 82.50 FEET ALONG SAID WEST LINE OF SAID TRACT OF LAND; THENCE SOUTH 37°04'00" EAST 497.02 FEET; THENCE SOUTH 0°56'06" WEST 93.20 FEET MORE OR LESS TO SAID SOUTH LINE OF SAID TRACT OF LAND; THENCE NORTH 88°53'52" WEST 25.00 FEET ALONG SAID SOUTH LINE OF SAID TRACT OF LAND TO THE POINT OF BEGINNING.

CONTAINS 0.62 ACRES.

CONSTRUCTION EASEMENT DESCRIPTION:

BEGINNING AT A POINT ON THE SOUTH LINE OF THAT TRACT OF LAND CONVEYED TO JAMES E. MILLER and JUDITH F. MILLER, His Wife, BY WARRANTY DEED, ENTRY NUMBER 2331243, BOOK 2653, PAGE 469, AS RECORDED AND ON FILE IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, STATE OF UTAH, SAID POINT BEING NORTH 0°23'24" EAST (BEARINGS ARE BASED ON UTAH STATE PLANE COORDINATE SYSTEM - CENTRAL ZONE) 48.00 FEET AND SOUTH 88°53'52" EAST, 1539.63 FEET FROM THE SOUTHWEST CORNER OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 88°53'52" WEST 25.00 FEET ALONG SAID SOUTH LINE OF SAID TRACT OF LAND; THENCE NORTH 0°56'06" EAST 67.15 FEET; THENCE NORTH 37°04'00" WEST 372.77 FEET MORE OR LESS TO THE WEST LINE OF SAID TRACT OF LAND; THENCE NORTH 0°14'23" EAST 41.25 FEET ALONG SAID WEST LINE OF SAID TRACT OF LAND; THENCE SOUTH 37°04'00" EAST 414.19 FEET; THENCE SOUTH 0°56'06" WEST 75.84 FEET MORE OR LESS TO SAID SOUTH LINE OF SAID TRACT OF LAND AND THE POINT OF BEGINNING.

CONTAINS 0.27 ACRES.

SUPPLEMENTAL EASEMENT NO. 1

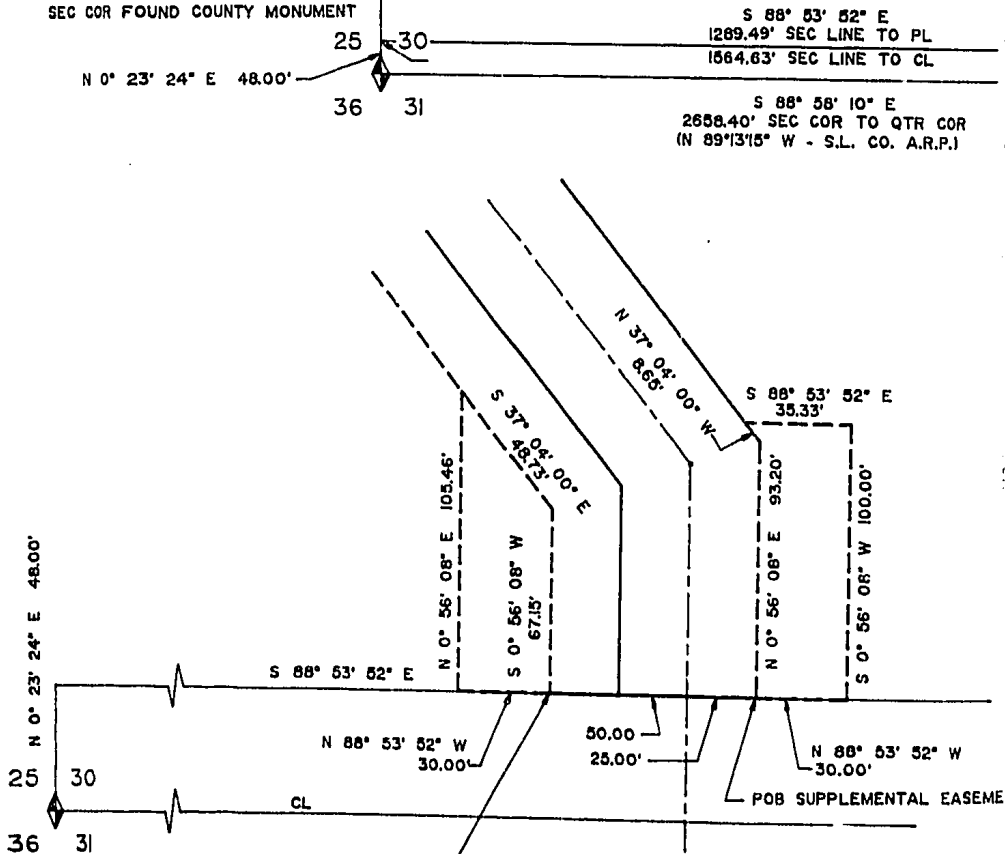
BEGINNING AT A POINT ON THE SOUTH LINE OF THAT TRACT OF LAND CONVEYED TO JAMES E. MILLER and JUDITH F. MILLER, His Wife, BY WARRANTY DEED, ENTRY NUMBER 2331243, BOOK 2653, PAGE 469, AS RECORDED AND ON FILE IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, STATE OF UTAH, SAID POINT BEING NORTH 0°23'24" EAST (BEARINGS ARE BASED ON UTAH STATE PLANE COORDINATE SYSTEM - CENTRAL ZONE) 48.00 FEET AND SOUTH 88°53'52" EAST, 1514.63 FEET FROM THE SOUTHWEST CORNER OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 88°53'52" WEST 30.00 FEET ALONG SAID SOUTH LINE OF SAID TRACT OF LAND; THENCE NORTH 0°56'06" EAST 105.46 FEET; THENCE SOUTH 37°04'00" EAST 48.73 FEET; THENCE SOUTH 0°56'06" WEST 67.15 FEET MORE OR LESS TO SAID SOUTH LINE OF SAID TRACT OF LAND AND THE POINT OF BEGINNING.

CONTAINS 0.06 ACRES.

BK6503Pg1826

2009-10-25

SEC COR FOUND COUNTY MONUMENT



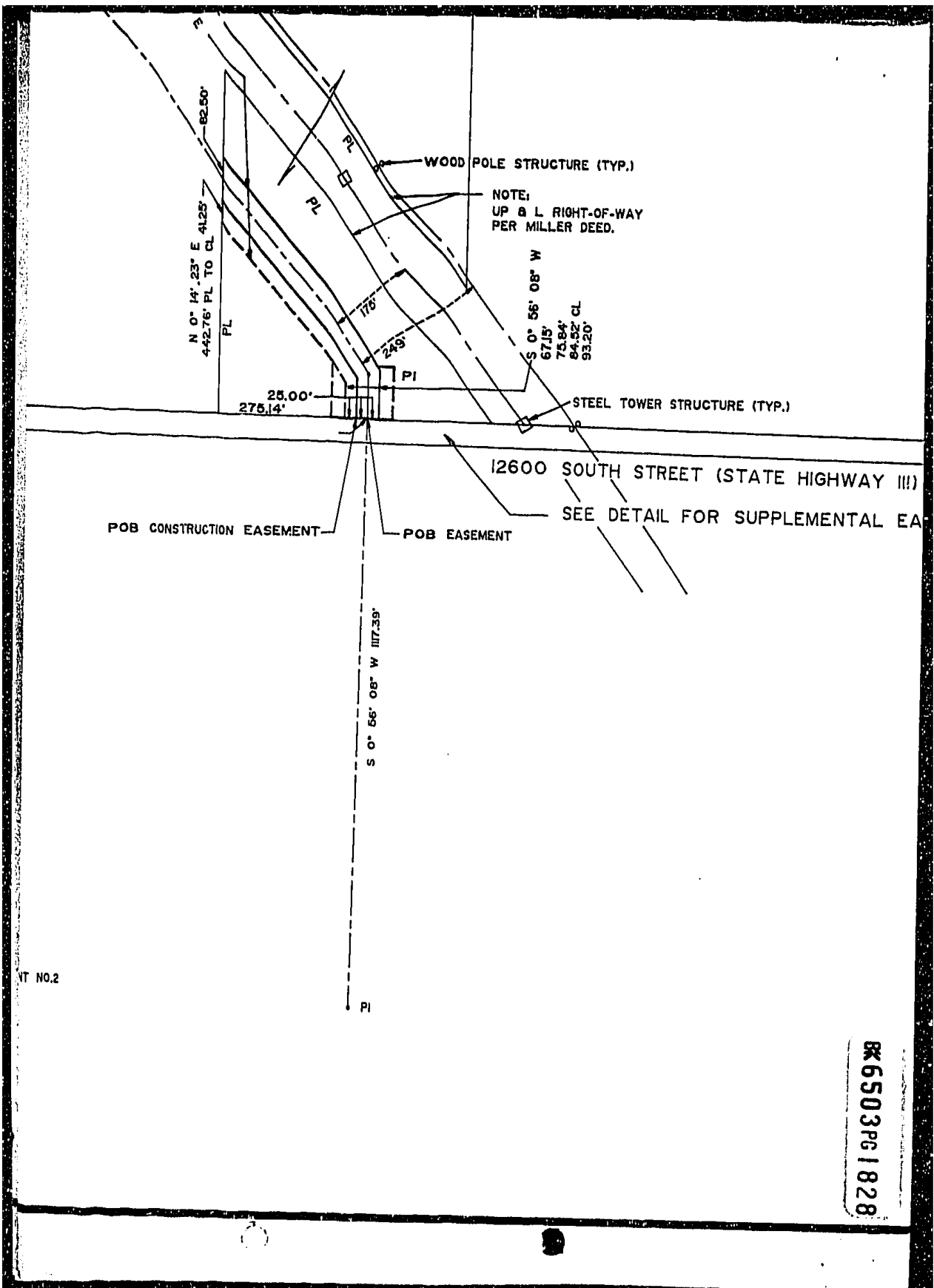
S 88° 53' 52" E
1269.49' SEC LINE TO PL
1564.63' SEC LINE TO CL

S 88° 58' 10" E
2658.40' SEC COR TO QTR COR
(N 89° 13' 15" W - S.L. CO. A.R.P.)

POB SUPPLEMENTAL EASEMENT NO.1
12600 SOUTH STREET (STATE HIGHWAY III)

SUPPLEMENTAL EASEMENT DETAIL
SCALE: 1" = 80'

BK6503Pg1827



NT NO.2

BK6503Pg 1828

30



QTR COR FOUND COUNTY MONUMENT

31

EASEMENTS

N



SCALE: 1" = 200'



BK 6503 PG 1829

MARCH 27, 1992

MAY 10, 1991

DATE

ADDED TRANSMISSION LINES
CHANGED EASEMENT DESCRIPTIONS
ADDED SUPPLEMENTAL EASEMENTS
REVISION

SAID SOUTH LINE OF SAID TRACT OF LAND; THENCE NORTH 0°58'08" EAST 105.46 FEET; THENCE SOUTH 37°04'00" EAST 48.73 FEET; THENCE SOUTH 0°58'08" WEST 67.18 FEET MORE OR LESS TO SAID SOUTH LINE OF SAID TRACT OF LAND AND THE POINT OF BEGINNING.

CONTAINS 0.06 ACRES.

SUPPLEMENTAL EASEMENT NO. 2

BEGINNING AT A POINT ON THE SOUTH LINE OF THAT TRACT OF LAND CONVEYED TO JAMES E. MILLER and JUDITH F. MILLER, His Wife, BY WARRANTY DEED, ENTRY NUMBER 2331243, BOOK 2853, PAGE 469, AS RECORDED AND ON FILE IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, STATE OF UTAH, SAID POINT BEING NORTH 0°23'24" EAST (BEARINGS ARE BASED ON UTAH STATE PLANE COORDINATE SYSTEM - CENTRAL ZONE) 48.00 FEET AND SOUTH 88°53'52" EAST, 1586.63 FEET FROM THE SOUTHWEST CORNER OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 0°58'08" EAST 93.20 FEET; THENCE NORTH 37°04'00" WEST 6.65 FEET; THENCE SOUTH 88°53'52" EAST 35.33 FEET; THENCE SOUTH 0°58'08" WEST 100.00 FEET MORE OR LESS TO SAID SOUTH LINE OF SAID TRACT OF LAND; THENCE NORTH 88°53'52" WEST 30.00 FEET ALONG SAID SOUTH LINE OF SAID TRACT OF LAND TO THE POINT OF BEGINNING.

CONTAINS 0.07 ACRES.

GENERAL NOTES

1. BASIS OF BEARING FOR THIS SURVEY IS UTAH STATE PLANE COORDINATE SYSTEM - CENTRAL ZONE AS ESTABLISHED BY TODD SURVEY COMPANY, SAN ANTONIO, TEXAS, JOB NO. 1820 - 1990.
2. DISTANCES ARE GROUND
3. CL = CENTER LINE OF EASEMENT
4. PL = PROPERTY LINE

AS-BUILT SURVEY 3-26-92

Date and time of plot: March 30, 1992 - 0856 Name of drawing file: C:\ACAD\DRAWING\ES33V.dwg

**TRACT 255W SW1/4, SEC 30, T 3 S, R 1 W, SLB & M
KRGT KERN RIVER GAS TRANSMISSION COMPANY**

**PROPOSED PIPELINE EASEMENT ACROSS THE PROPERTY OF
JAMES E. MILLER and JUDITH F. MILLER, His Wife
SALT LAKE COUNTY, UTAH**

DATE: 26 MARCH, 1992

REF: ALIGNMENT SHEET KE-T2-1000-35W

JOB NO. 920310-A

PREPARED BY **MILLER ASSOCIATES, INC.**

LAND SURVEYORS
3225 W. CALIFORNIA AVE.

PHONE 801-975-1083
SALT LAKE CITY, UTAH, 84104

65503PG1830

EXHIBIT "B"

Tract 255W

- 1) Grantor and Grantee agree to execute such other documents as may be reasonably necessary to dismiss with prejudice the pending eminent domain lawsuit (Civil No. 90-NC-091G) brought by Grantee against Grantor, with the Grantor and Grantee to bear their respective attorney fees and costs. Such documents shall also provide for the Grantor's release of all condemnation deposits from the court back to the Grantee. Grantor further agrees to execute such other documents as may be reasonably necessary to ensure that Grantee receives a clear and unencumbered easement interest in the subject property as described herein.
- 2) Grantor reserves the right to cross the pipeline easement with roads and/or other utility lines provided that all such crossings are made with the prior written consent of the Grantee which consent shall not be unreasonably withheld and subject to the safety and encroachment standards of Kern River Gas Transmission Company.
- 3) Grantee agrees that this Exclusive Right-of-Way and Easement shall supersede and replace Grantee's interest in that certain right-of-way and easement executed on August 8, 1990 by and between Grantor and Wyoming-California Pipeline Company, which right-of-way and easement is recorded in the Official Records of Salt Lake County in Book 624, Pages 1470 through and including Page 1475.

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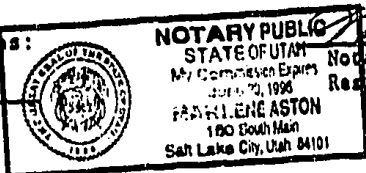
JOINT

STATE OF UTAH)
COUNTY OF SALT LAKE)

On the 13th day of August, 1992, personally appeared before me
James E. Miller and Judith E. Miller, husband
and wife, the signor(s) of the above Exclusive Right-of-Way and Easement,
and, who duly acknowledged to me that they executed the same.

My Commission expires:

6/23/96



Marlene Aston
Notary Public
Residing at: Riverton Utah

1850

5313800
18 AUGUST 92 02:49 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
RICHARD YEAMANS
PO BOX 58900 SLC UT 84158
REC BY: SHARON WEST , DEPUTY

BK6503Pg 1832