

Recorded at the request of  
Kern River Gas Transmission Company

When Recorded Mail to:  
Kern River Gas Transmission Company  
1615 West 2200 South, Suite C  
Salt Lake City, UT 84119  
Attn: Cynthia Lowrey

006 1 1 130 Bx01434 Pc01205-01208

ALAN SPRIGGS, SUMMIT CO RECORDER  
2002 FEB 13 12:50 PM FEE \$17.00 BY DNG  
REQUEST: KERN RIVER GAS TRANSMISSION CO

Assessor Parcel No. NS-436, CT-377-A-1, CT-377-A

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

On this, the 5<sup>th</sup> day of FEBRUARY, 2002 for Ten Dollars (\$10.00) and other valuable consideration, Craig J. Sargent and Jeffrey L. Sargent, as tenants in common ("Grantor"), whose address is P.O. Box 602, Coalville, Utah 84017-0602, do(es) hereby grant, sell and convey to **KERN RIVER GAS TRANSMISSION COMPANY**, P.O. Box 58900, Salt Lake City, Utah 84158-0900 ("Grantee"), its successors and assigns, an exclusive right-of-way and easement ("Easement") to locate, survey, construct, entrench, maintain, repair, replace, protect, inspect and operate a pipeline or pipelines, cathodic equipment and/or appurtenances which may be constructed above or below ground including but not limited to valves and metering equipment; electrical and/or communications cable, underground conduit, splicing boxes, and roads ("facilities") which may be over, under and through the land described below. Grantor warrants that it is the owner in fee simple of the land, situated in the County of Summit, State of Utah, to wit:

Beginning at a point 165 feet South from the Northwest corner of the Southwest quarter of Section 16 and running thence South 88°37' East 514.82 feet; thence South 29°31' East 74.61 feet; thence North 60°29' East 132 feet; thence South 29°31' East 367.82 feet; thence South 86°40' West 844.8 feet to the Section line; thence South 86°37' West 1947 feet; thence South 570.9 feet; thence South 86°37' West 698.28 feet to the quarter line; thence North 1128.6 feet; thence East 1320 feet to the forty line; thence North 87°31' East 1308.05 feet to the place of beginning, and containing approximately 44.03 acres;

Beginning 78 rods North of Southeast Corner of the Southwest quarter of Section 17, Township 2 North, Range 5 East, Salt Lake Meridian; West 160 rods; North 82 rods; East 160 rods; South 82 rods to beginning. Contains 82 acres/less 72.32 acres out of town (Parcel No. NS-436) balance in Coalville, 9.68 acres more or less being in the Southwest quarter of Section 17, Township 2 North, Range 5 East.

The Permanent Easement and Right-of-Way shall be a strip of land 50 feet in width being 25 feet on each side of the centerline of the pipeline as constructed.

This Easement conveys to Grantee the right of ingress and egress to and from, and access on and within said right-of-way, with the right to use existing and future roads for the purposes of surveying, constructing, inspecting, repairing, protecting, operating and maintaining the facilities and the addition, removal or replacement of same at will, either in whole or in part, with either like or different size pipe ("work"). During temporary periods Grantee may use such portions of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities.

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

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

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

Grantor reserves the right to use and enjoy said property except for the purposes granted in this Easement. Grantor shall have the right to cultivate, work, plow, harvest and use the land granted within the Easement so long as it shall not hinder, conflict or interfere with Grantee's surface or subsurface rights or disturb its ability to operate, maintain and protect its facilities. No road, reservoir, excavation, change in surface grade, obstruction or structure shall be constructed, created or maintained within the described Easement area.

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

Grantor agrees to indemnify Grantee against any environmental liability that predates the date of this Easement or that was caused solely by the Grantor's actions or inactions.

Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said land and shall be subrogated to such lien and rights.

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

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

IN WITNESS WHEREOF the parties have EXECUTED THIS CONVEYANCE AND AGREEMENT  
THIS 15 DAY OF February, 2002.

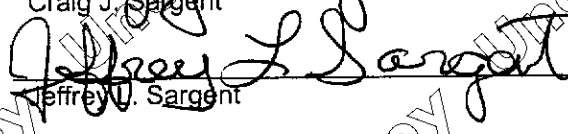
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Craig J. Sargent and Jeffrey L. Sargent, as tenants in common



Craig J. Sargent



Jeffrey L. Sargent

KERN RIVER GAS TRANSMISSION COMPANY



Attorney-in-Fact

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ACKNOWLEDGMENT

STATE OF Utah

COUNTY OF Summit

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of Feb., 2002, by Craig J. Sargent

My Commission Expires: 6-14-04

Notary Public in and for Summit County, State of Utah  
[Signature]

ACKNOWLEDGMENT

STATE OF Utah

COUNTY OF Summit

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of Feb., 2002, by Jeffrey L. Sargent

My Commission Expires: 6-14-04

Notary Public in and for Summit County, State of Utah  
[Signature]

ACKNOWLEDGMENT--ATTORNEY-IN-FACT

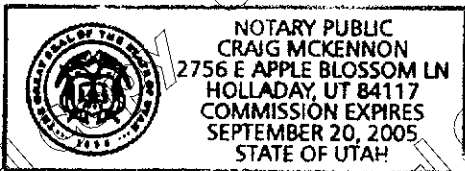
STATE OF Utah

COUNTY OF Salt Lake

On this 11<sup>th</sup> day of February, 2002, Paula Rueter personally appeared before me and being by me duly sworn, did say that she is the Attorney-in-Fact of Kern River Gas Transmission Company, and that the Agreement was signed on behalf of Kern River Gas Transmission Company and said Paula Rueter acknowledged to me that she has as such Attorney-in-Fact executed the same.

My Commission Expires: 9-20-2005 Craig McKennon

Notary Public in and for Salt Lake County, State of Utah



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