

Recorded at the request of
Kern River Gas Transmission Company

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

00623792 8x01458 P600530-00533

ALAN SPRIGGS, SUMMIT CO RECORDER
2002 JUL 02 14:52 PM FEE \$16.00 BY DNG
REQUEST: KERN RIVER GAS TRANSMISSION CO

Assessor Parcel No. CT-362-C, NS-437

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

On this, the 26th day of JUNE, 2002, for Ten Dollars (\$10.00) and other valuable consideration, Camper World Utah Trustee for Camper World Trust ("Grantor"), whose address is 4055 South 700 East, Suite 101, Salt Lake City, Utah 84107-2508, 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:

Parcel 1:

A Survey of the existing, as possessed boundaries of a parcel of land in Section 17, Township 2 North, Range 5 East, Salt Lake Base and Meridian described as follows:

A part of Section 17, Township 2 North, Range 5 East, Salt Lake Base and Meridian, BEGINNING at a point which is 1055 feet South 9°41' East and 1472.6 feet South 46°03.3' East from the Northwest corner of the said Section 17 (said point of beginning is an existing fence corner); thence South 88°34' East 1199.2 feet along an existing fence; thence North 79°43' East 197.6 feet along an existing fence; thence South 0°46' East 304.3 feet along a deed line; thence North 79°34' East 438.5 feet along an extension of the remnants of an old fence line; thence North 85°41' East 1216.3 feet along the remnants of an old fence, to a point of intersection with the Southwesterly right of way line of a Freeway known as Project No. 80-4; thence South 28°45' East 3.8 feet along the said right of way to a brass right of way marker 194.0 feet radially distant Southwesterly from the centerline of the East bound lane of said project, at Engineers Station 1020+00; thence Southerly on the said right of way line 473.5 feet along the arc of a 15,432.12 foot radius curve to the right, to a point of intersection with an old existing boundary fence (the bearing of the long chord of the said arc is South 23°42.5' East), thence Ten (10) courses along the said existing boundary fence, to-wit, South 85°14' West 731.7 feet; thence South 77°19' West 61.6 feet; thence South 85°23' West 190.3 feet; thence South 87°21' West 450.4 feet; thence South 86°45' West 190.3 feet; thence South 88°22' West 382.9 feet; thence North 89°53' West 481.3 feet; thence North 72.7 feet thence North 89°04' West 579.7 feet; thence North 15°34' West 637.4 feet to the point of beginning.

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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.

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, without Grantees prior written consent.

Grantor reserves the right to cross the pipeline Right-of-Way with roads and/or other utility lines provided that all such crossings are made with the prior written consent of the Grantee and subject to the Company's safety and encroachment standards.

Grantee shall indemnify, defend and hold harmless Grantor from and against any and all loss, damage or injury which may result from the construction, operation and maintenance of the pipeline; provided, however, that said loss, damage or injury does not arise out of or result from the negligence or willful misconduct of the Grantor, his agents or employees.

Grantor shall indemnify, defend and hold harmless Grantee from and against any and all loss, damage or injury which may result from the Grantor's operations, provided, however, that said loss, damage or injury does not arise out of or result from the negligence or willful misconduct of the Grantee, its agents, contractors or employees.

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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 26th DAY OF JUNE, 2002.

Camper World Utah Trustee for Camper World Trust

X Shndon Hatch

By:

President

Title:

KERN RIVER GAS TRANSMISSION COMPANY

Paula Reuter

Attorney-in-Fact

00623792 Bk01458 Pg00532

Tract # K-UT-SU-037W

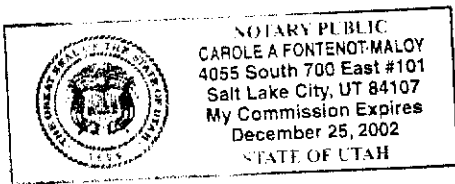
ALL PURPOSE ACKNOWLEDGMENT

STATE OF UT)

COUNTY OF SL) ss.

On JUNE 26th, 2002, before me, CAROLE A FONTENOT-MALOY personally appeared GUENDON HATCH, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



[Signature]
Notary Public in and for SL
County, Utah

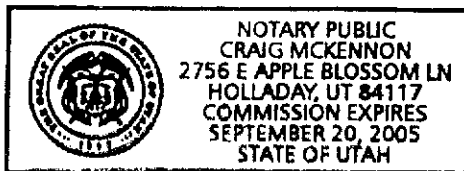
My Commission Expires:

ACKNOWLEDGMENT--ATTORNEY-IN-FACT

STATE OF UTAH)

COUNTY OF SALT LAKE)

On this 1st day of July, 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/he as such Attorney-in-Fact executed the same.



[Signature]
Notary Public in and for Salt Lake
County, Utah

My Commission Expires:

9-20-2005

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