

5707415

WHEN RECORDED, PLEASE RETURN TO:
Patrick J. O'Hara
Van Cott, Bagley, Cornwall & McCarthy
Attorneys for Kern River
Gas Transmission Company
50 South Main Street, Suite 1600
Salt Lake City, UT 84144
Telephone 801-532-3333

RECORDED
DEC 22 1993
CITY RECORDER

AMENDED NON-EXCLUSIVE RIGHT OF WAY AND EASEMENT AGREEMENT

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

This Amended Non-Exclusive Right of Way and Easement Agreement (the "Easement") is entered into effective as of November 22, 1993 by and between SALT LAKE CITY CORPORATION, a Utah municipal corporation whose mailing address is Attn: Mayor of Salt Lake City, 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 mailing address is Attn: Manager of Right of Way, 295 Chipeta Way, P.O. Box 58900, Salt Lake City, UT 84159-0900 (hereinafter "Kern River" or "Grantee").

This Amended Non-Exclusive Right of Way and Easement Agreement completely supersedes and replaces the Non-Exclusive Right of Way and Easement Agreement entered into effective as of September 8, 1993 and recorded by the City Recorder on or about October 20, 1993.

RECITALS AND DEFINITIONS

WHEREAS the City and Kern River entered into that certain "Memorandum of Understanding Regarding Status of Pipeline Easement/Lease and Permit Negotiations" dated June 27, 1991 (hereinafter the "MOU"); and

WHEREAS, the MOU was entered into in furtherance of the coordination and negotiation process between Kern River and the City (the "parties") contemplated by them in that certain letter of understanding ("LOU") dated September 23, 1988 and signed by counsel for the City and for Kern River; and

WHEREAS, as described in the MOU, the parties also entered into that certain "Authorization For Construction Agreement" pertaining to the pipeline on or about June 27, 1991 (hereinafter "ACA No. 1"); and

WHEREAS, the parties also entered into that certain "Authorization For Construction Agreement" pertaining to the pipeline on or about July 31, 1991 (hereinafter "ACA No. 2"); and

BK6847PG0843

WHEREAS, Kern River has now constructed its natural gas pipeline and appurtenant facilities; and

WHEREAS, the City has now completed its permitting process pertaining to said natural gas pipeline within the jurisdictional limits of the City; and

WHEREAS, the parties agree that this Easement is the final global settlement agreement, recordable instrument, and permit contemplated by the MOU; and

WHEREAS, the negotiated Fee for this Easement as set forth in the MOU is acceptable to the parties; and

WHEREAS, the City desires to and does deliver this Easement to Kern River to convey to Kern River a recordable easement interest in that certain real property within the jurisdictional limits of the City which is owned by the City and needed by Kern River to construct, operate and maintain its pipeline (the "Subject Property"); and

WHEREAS, the Subject Property is comprised of permanent pipeline easements, temporary construction easements and one permanent valve site access easement across five parcels, six roads, and five canals owned by the City; and

WHEREAS, the permanent valve site access easement included in the Subject Property consists of a right of access to the extent that the City owns or claims a right of access on and along that portion of 700 South Street necessary for Kern River to have access to its valve site, which includes the area along 700 South Street between 5600 West Street and the permanent pipeline easement described more particularly in Exhibit I attached hereto and hereby incorporated by reference; and

WHEREAS, the specific permanent and temporary easements across the parcels, roads, and canals included in the Subject Property are described more particularly in Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O and P attached hereto and hereby incorporated by reference, as follows:

EASEMENTS ACROSS PARCELS

Easement Exhibit A--Tract No. 137.04W
Easement Exhibit B--Tract No. 137.05W-A
Easement Exhibit C--Tract No. 137.06W
Easement Exhibit D--Tract No. 137.12W
Easement Exhibit E--Tract No. 137.235W

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)

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 O--Tract No. 137.125W (Goggin Drain)
Easement Exhibit P--Tract No. 137.025W (Rudy Drain)

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 PIPELINE EASEMENT ACROSS THE SUBJECT PROPERTY ON THE FOLLOWING TERMS AND CONDITIONS:

1. KNOW ALL MEN BY THESE PRESENTS, that the undersigned SALT LAKE CITY CORPORATION, a Utah municipal corporation with its executive offices at Attn: Mayor of Salt Lake City, City & County Building, 451 South State Street, Salt Lake City, UT 84111 (hereinafter the "City" or "Grantor"), for and in consideration of the sum of TEN DOLLARS AND OTHER CONSIDERATION, to the Grantor in hand paid by KERN RIVER GAS TRANSMISSION COMPANY, a Texas general partnership qualified to do business in Utah whose mailing address is Attn: Manager of Right of Way, 295 Chipeta Way, P.O. Box 58900, Salt Lake City, UT 84159-0900 (hereinafter "Kern River" or "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby quitclaim unto said Grantee, its successors and assigns, a non-exclusive right of way and easement to locate, survey a route, construct, entrench, maintain, protect, inspect 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 (said pipeline, communications and electric cables, 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

Non-Exclusive Right of Way
and Easement Agreement
Page 4

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 A to and including P, which exhibits are attached hereto and hereby incorporated by reference (hereinafter the "Subject Property").

2. Grantor and Grantee agree that the total dollar amount of consideration that Kern River has paid the City as a one time administrative fee and just compensation payment to the City for this Easement is in the exact amount of the "Fee" as that term is defined more particularly in the first paragraph of Section III of the MOU (under the heading "Consensus on the Fee and a Global Settlement"), and that the express terms of Grantor's release of Grantee as stated more particularly in Section III of the MOU survive the Grantor's execution and delivery of this recordable Easement to Grantee.

3. The parties agree that the "temporary" easements described more particularly in Exhibits A through and including P hereof expired on or before the effective date hereof, and that the "permanent" easements described more particularly in Exhibits A through and including P hereof are subject to the 50 year Primary Term and the 49 year Renewal Term of this Easement as stated in paragraph 7 hereof.

4. The City herein grants Kern River all appropriate authority as part of the City's permitting process to cross the Subject Property and through the jurisdictional limits of the City.

5. The parties hereby agree that the final vertical and horizontal location for the as-built Facilities on the Subject Property shall be a permanent location for the Facilities during the term of this Easement, including any renewal term of this Easement. Subject to the letter agreement between the parties dated March 10, 1993, if conflicts arise in the future between the Facilities and development of roads and canals across the Subject Property (hereinafter collectively "Road Conflicts"), the City shall consider all reasonable engineering alternatives and solutions to resolve the Road Conflicts other than a relocation of the Facilities. If the City 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 Kern River shall have any obligation for the cost of the relocation.

6. The parties agree that this Easement shall not be construed to mean that Kern River 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 Kern River to relocate the Facilities to resolve a Road Conflict if the City can prove that other alternatives will not solve the conflict at issue, that the relocation is justified by an overwhelming public necessity, and that Kern River has a satisfactory alternate route for its Facilities. The parties further agree that the Court shall only order Kern River to pay for part of the cost of relocating the Facilities if the City can prove that it is fair and equitable under all the circumstances to impose that financial obligation on Kern River. The parties also agree that the Court shall allocate to the City all relocation costs deemed fair and equitable under all the circumstances by the Court hearing and deciding the issue. The parties further agree that Kern River shall have no obligation for relocation costs incurred to resolve other conflicts on the Subject Property described in this Easement (i.e., conflicts other than Road Conflicts). The parties further agree that Kern River'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 Subject Property) 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 Easement. Notwithstanding any other provision of this Easement, the City agrees that the City will provide Kern River's Manager of Right of Way at least 18 months advance written notice of any relocation to resolve a Road Conflict.

7. In recognition of the long design life of the Facilities, and reasonably foreseeable extensions of that life, this Easement will have a Primary Term of 50 years from the date signed by Grantor, with a Renewal Term for an additional 49 years at the option of Kern River upon written notice to the Mayor of the City on or before 180 days before the last day of the Primary Term. This Easement from the Grantor to the Grantee is intended to be in a recordable form, so the Grantor agrees that it will execute and deliver to Grantee any further documents, if any, as may be required by the Salt Lake County Recorder to make it possible for Grantee to record this Easement.

8. Kern River will indemnify the City only to the extent the City incurs liability on account of Kern River's negligence, willful misconduct, or strict liability in the construction, operation, and/or maintenance of the Facilities, and Kern River will defend and hold the City harmless for any claims or causes of action against the City arising out of such conduct by Kern River. Consistent with public policy, Kern River assumes no duty whatsoever under this Easement or otherwise to indemnify the City for the City's own negligence, willful misconduct, or strict liability. In cases of concurrent negligence, willful misconduct, or strict liability by both the City and Kern River, the Grantor and the Grantee shall each be responsible for their respective proportionate shares of liability and defense costs. Neither party has waived any applicable immunity under statutes governing worker's compensation or governmental immunity.

9. 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 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 Easement, 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.

10. 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 and Grantee, and their respective legal representatives and successors in title. The Grantee agrees that its right to assign its interests hereunder shall be subject to the prior written approval of the City, and the Grantor expressly agrees that it will not unreasonably withhold its consent to the Grantee's assignment. The Grantor and the Grantee further agree that it would be presumptively unreasonable for the Grantor to refuse the assignment by Grantee of its rights hereunder if the Grantee's proposed assignee is, like Grantee, a federally-regulated company in the business of transporting natural gas via interstate gas transmission lines.

The Grantor further agrees that it may not charge the 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 the Grantee sends a written request to Grantor asking that the Grantor consent to an assignment, the Grantor agrees that it will act on said request within no more than 14 days after the request is sent to Grantor by the Grantee. The 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.

11. 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 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 Kern River may abandon the subsurface portion of the Facilities in place, so long as Kern River obtains all necessary permissions from the appropriate federal agency and so long as Kern River 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 Subject Property, 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 Subject Property, 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.

12. Grantor acknowledges that Grantee has fully and justly compensated the Grantor for all damages to Grantor's real or personal property improvements caused on or prior to the effective date hereof by the 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 the Grantee's maintenance, repair, replacement or removal of the Facilities. 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 obstructions that may in the Grantee's opinion endanger, hinder or conflict with the construction, operation, inspection, protection, maintenance and use of said Facilities.

13. Grantor reserves the right to use and enjoy said Subject Property for roads, canals, sewers and underground utilities, except for the natural gas transmission pipeline purposes herein granted, and Grantor agrees that such use by the Grantor of the Subject Property 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 Subject Property without Grantee's prior written consent, which consent will not be unreasonably withheld by Grantee. Further, Grantor agrees that no obstruction or structure, other than roads, canals, sewers and underground utilities, shall be constructed, created or maintained on, over, along, or within said right of way on the Subject Property without Grantee's prior written consent, which consent will not be unreasonably withheld by Grantee.

14. Grantor believes that it owns the unencumbered fee simple title to the Subject Property as of the effective date hereof, but Grantor does not represent and warrant to Grantee that it is the owner in fee simple of the Subject Property. Grantor thus quitclaims this Easement 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.

15. The parties agree that this Easement supersedes all prior or contemporaneous oral or written negotiations, discussions, and drafts exchanged by the numerous representatives of the parties, including without limitation the MOU, the LOU, ACA No. 1 and/or ACA No. 2, except as expressly provided otherwise in this Easement.

16. 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.

17. Before one party to this Easement claims that the other party to this Easement is in default or in material breach of this Easement, advance written notice of the alleged default or breach shall be given to the other party, and the party receiving said written notice from the other shall have 30 days from the date the notice is mailed or hand-delivered to that party to cure the alleged default or breach. If the default or breach is timely cured after written notice of same is given by the other party, then the Easement shall remain in full force and effect and the sole remedy for the default or breach shall be an action for damages, if any, caused by the default or breach.

18. The parties agree that they shall give notice to each other of matters or issues arising between them under this Easement by mailing or hand-delivering written notice of same to the other party at the mailing address for the party shown above in the first paragraph hereof, or at such other corrected address as shall be given hereafter in writing by one party to the other.

19. Even if this Easement 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 Easement.

20. This Easement shall be construed according to the law of the State of Utah.

DEC 2 2 1993
DATED THE _____ DAY OF November, 1993.

SALT LAKE CITY CORPORATION, a Utah
municipal corporation

RECORDED

DEC 2 2 1993

CITY RECORDER

By Deedee Corradini
Deedee Corradini
Its Mayor



ATTEST:

Christine Meeker
CITY RECORDER

CHIEF DEPUTY

8742344

FINANCE APPROVAL

Funds Not Needed _____

Funds Available _____

Contract # _____

ATTORNEY APPROVAL

APPROVED AS TO FORM

BK 6847 PG 0851

Non-Exclusive Right of Way
and Easement Agreement
Page 11

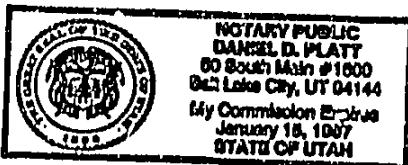
DATED THE 19th DAY OF November, 1993.

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

By Kirk T. Morgan
Kirk T. Morgan
Its Manager of Right of Way and
Its Attorney in Fact

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

The foregoing instrument was acknowledged before me this ____ day of November, 1993, by Kirk T. Morgan, Manager of Right of Way 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.



Daniel D. Platt
NOTARY PUBLIC
Residing at: Salt Lake Co.

My Commission Expires:
January 15, 1997

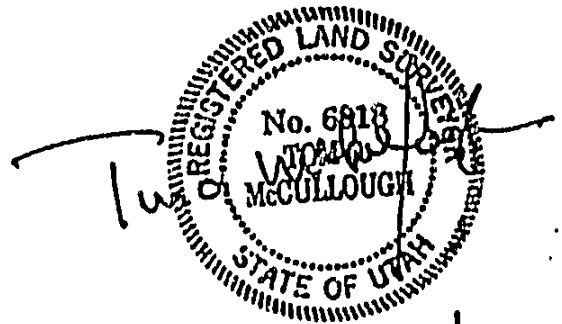
Willbros Butler/KRGT
Job S9082C

EASEMENT TRACT 137.04W
SALT LAKE AIRPORT AUTHORITY

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 NE 1/4 NE 1/4 of Section 17, T1N, R1W, SLB&M Salt Lake County, Utah described by:

Commencing at the NE corner of Section 17, said Township and Range, thence South $0^{\circ} 14' 24''$ West along the East line of said Section 17 1297.61 feet to the intersection of the KRGT pipeline, the true point of beginning. Thence N $89^{\circ} 46' 19''$ West 39.17 feet; thence North $76^{\circ} 56' 42''$ West 40.00 feet; thence North $38^{\circ} 26' 42''$ West 1562.00 feet; thence North $51^{\circ} 17' 16''$ West 40.00 feet; thence North $64^{\circ} 07' 51''$ West 2.84 feet to the intersection of the north line of Section 17, the terminus of said centerline. Such point being South $89^{\circ} 49' 00''$ East 1155.73 feet to the Northeast corner of Section 17, said Township and Range, less easements to the public for roads.

Contains: 0.97 acres for temporary easement.
2.03 acres for permanent easement.



5/1/91

EXHIBIT A

BK6847PG0854

TEMPORARY WORK SPACE DESCRIPTION

TRACT 137.05W-A

A 25 foot temporary easement adjacent and parallel to the north section line of Sections 17 and 18, Township 1 North, Range 1 West, SLB&M, beginning at a point 1230.73 feet west of the northeast corner of said Section 17 on the west boundary of the Kern River Gas Transmission Company pipeline easement, thence west along the north section lines of Sections 17 and 18 a distance of 8550.82 feet to a point on the east boundary line of the Kern River Gas Transmission pipeline easement.

EXHIBIT B

BK6847PG0855

Willbros Butler
Job S9082C

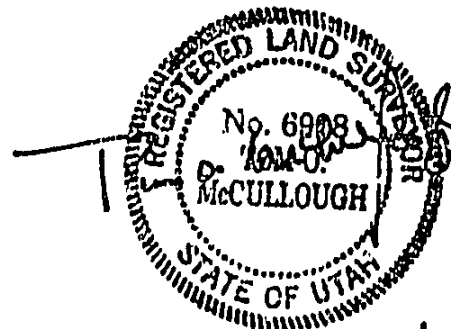
TRACT 137.06W
SALT LAKE AIRPORT AUTHORITY

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 NW 1/4 NW 1/4 of Section 18, T1N, R1W, SLB&M, Salt Lake County, Utah described by:

Commencing at the North 1/4 corner of Section 18, said Township and Range, thence North 89° 50' 04" West along the Section line 1923.78' feet to the intersection of the KRGT pipeline, the true point of beginning. Thence along said pipeline centerline South 63° 29' 33" West 4.87 feet; thence South 50° 09' 22" West 923.72 feet; thence S 37° 41' 54" W 40.00 feet; thence South 25° 14' 26" West 1.14 feet to the intersection of the west line of said Section 18, the terminus of said centerline. Such point being North 0° 19' 30" East 682.82 feet to the Northwest corner of Section 18, said Township and Range, less easements previously granted for ingress and egress.

Contains: 0.51 acres for temporary easement.
1.12 acres for permanent easement.

EXHIBIT C



BK6847PG0856

Willbros Butler/KRGT
Job S9082C

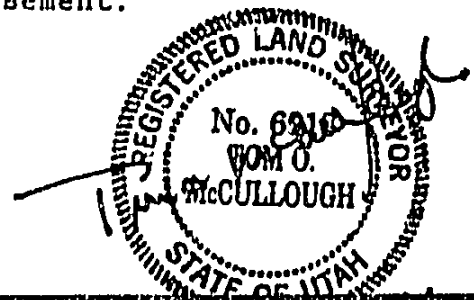
TRACT 137.12W
SALT LAKE CITY CORPORATION

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 southerly and 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 West-half of the Southwest Quarter of Section 30, T.1.N., R.1.W., SLB&M and the West half of Section 31, said Township and Range, Salt Lake County, Utah, described by:

Commencing at the Southwest corner of Section 30, said Township and Range, thence North $0^{\circ} 14' 36''$ East along the West line of said Section, 1533.29 feet to the intersection of the KRGT pipeline, the true point of beginning. Thence along said pipeline centerline, South $S 34^{\circ} 23' 39'' E 37.67$ feet; thence $S 45^{\circ} 56' 24'' E 1330.40$; thence South $32^{\circ} 12' 21'' E 40.00$ feet; thence South $18^{\circ} 28' 20'' E 40.00$ feet; thence South $4^{\circ} 44' 17'' E 510.42$ feet to the South line of said Section 30; said point being North $89^{\circ} 48' 50'' W 1059.99$ from the Southwest corner of said Section 30, of said Township and Range; thence continuing South $4^{\circ} 44' 17'' E$, parallel with and 50 feet distant from the East line of the Salt Lake International Center, 4074.09 feet; thence South $6^{\circ} 51' 19'' W 40.00$ feet; thence South $18^{\circ} 26' 54'' W 40.00$ feet; thence South $30^{\circ} 02' 30'' W 40.00$ feet; thence South $41^{\circ} 38' 05'' W 4.69$ feet to the intersection of said East line of said Salt Lake International Center, the terminus of said centerline. Such point being North $4^{\circ} 44' 17'' W 316.22$ feet from a found aluminum cap marking the Southeast corner of the Salt Lake International Center, Plat 13.

Contains: 3.45 acres for temporary easement.
7.09 acres for permanent easement.

EXHIBIT D



BK6847PG0857

TRACT 137.235 W
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 $0^{\circ} 02' 19''$ 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 $41^{\circ} 38' 05''$ 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 $57^{\circ} 18' 30''$ 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.

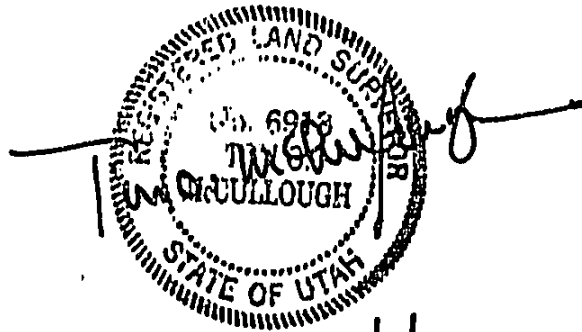


EXHIBIT E

BK 6847 PG 0858

**INTERMOUNTAIN
AERIAL SURVEYS**

A DIVISION OF WESTERN SURVEYORS GROUP, INC.

2078 WEST . 30 SOUTH SALT LAKE CITY, UTAH 84110

(801) 972-5932

TRACT 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. & M., 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 KRG T 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.

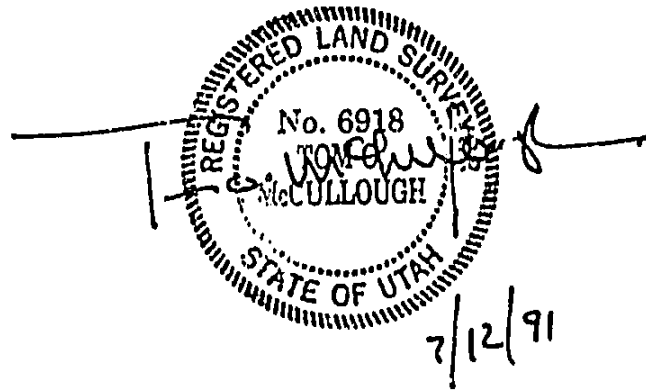


EXHIBIT F

INTERMOUNTAIN

2078 WEST 2000 SOUTH SALT LAKE CITY, UTAH 84119

AERIAL SURVEYS

(801) 072-5032

A DIVISION OF WESTERN SURVEYORS GROUP, INC.

TRACT 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.

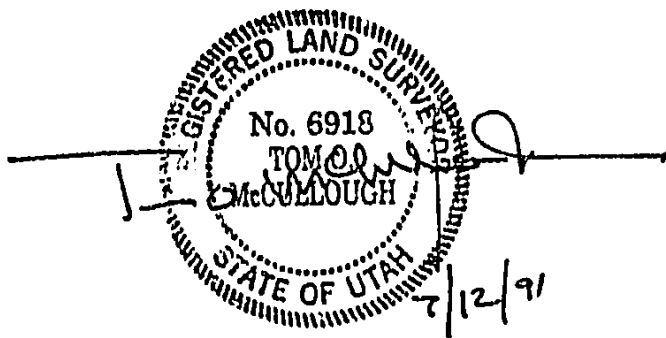


EXHIBIT G

INTERMOUNTAIN

2078 WEST 2300 SOUTH SALT LAKE CITY, UTAH 84119

AERIAL SURVEYS

(801) 972-5932

A DIVISION OF WESTERN SURVEYORS GROUP, INC.

TRACT 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 $0^{\circ} 02' 19''$ West along the section line 1400.77 feet and North $89^{\circ} 54' 12''$ 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 $51^{\circ} 33' 26''$ 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

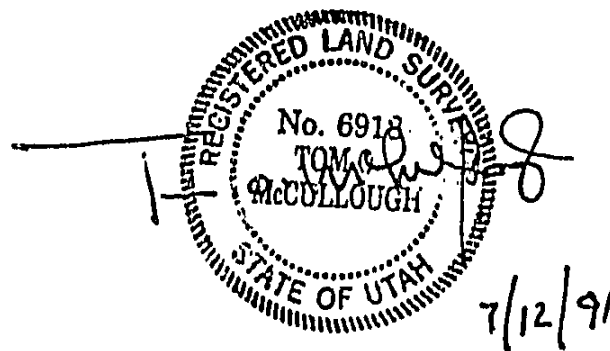


EXHIBIT H

BK6847PG0861

INTERMOUNTAIN

2078 WEST 2500 SOUTH SALT LAKE CITY, UTAH 84119

AERIAL SURVEYS

(801) 972-5932

A DIVISION OF WESTERN SURVEYORS GROUP, INC.

TRACT 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 $0^{\circ} 00' 45''$ West 33.00 feet and North $89^{\circ} 39' 57''$ 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 $14^{\circ} 45' 19''$ 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.

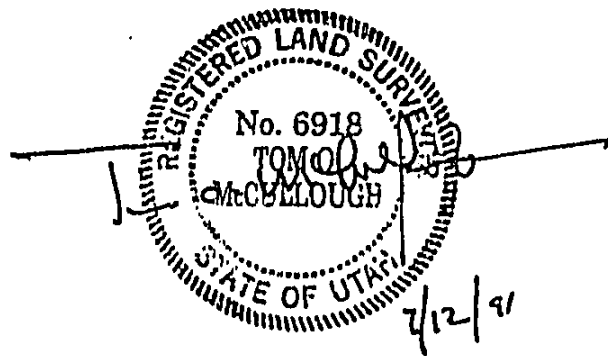


EXHIBIT I

INTERMOUNTAIN

2078 WES. 100 SOUTH SALT LAKE CITY, UTAH 84119

AERIAL SURVEYS

(801) 972-5932

A DIVISION OF WESTERN SURVEYORS GROUP, INC.

TRACT 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 39° 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.
0.08 acres for permanent easement.

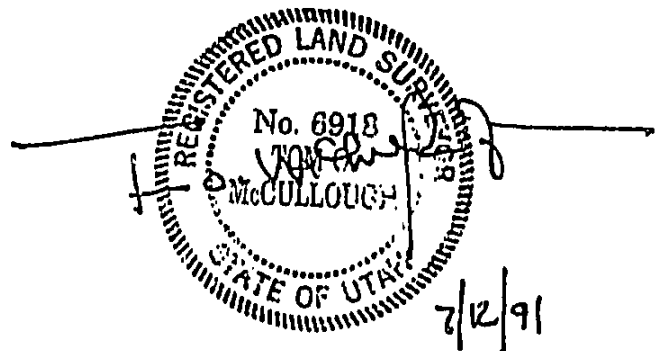


EXHIBIT J

INTERMOUNTAIN

2078 WEST 2300 SOUTH SALT LAKE CITY, UTAH 84110

AERIAL SURVEYS

(801) 072-5332

A DIVISION OF WESTERN SURVEYORS GROUP, INC.

Tract 179.01 W &
Tract 180 W
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 KRG T 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.



7/12/91

EXHIBIT K

INTERMOUNTAIN

2078 WEST 2300 SOUTH SALT LAKE CITY, UTAH 84119

AERIAL SURVEYS

(801) 972-5932

A DIVISION OF WESTERN SURVEYORS GROUP, INC.

TRACT 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.B. & M., 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

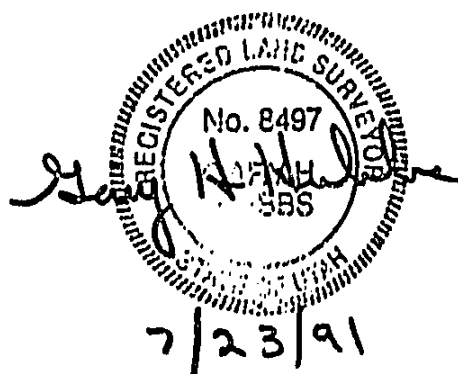


EXHIBIT L

BK6847PG0865

INTERMOUNTAIN

2078 WEST 2300 SOUTH SALT LAKE CITY, UTAH 84119

AERIAL SURVEYS

(801) 972-5932

A DIVISION OF WESTERN SURVEYORS GROUP, INC.

TRACT 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 $49^{\circ} 19' 48''$ West 2240.31 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 $42^{\circ} 41' 34''$ 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

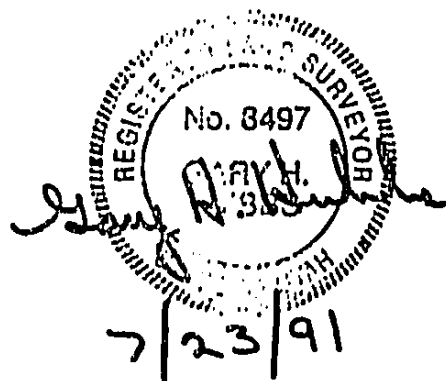


EXHIBIT M

BK6847PG0866

INTERMOUNTAIN

AERIAL SURVEYS

A DIVISION OF WESTERN SURVEYORS GROUP, INC.

2078 WEST 2300 SOUTH SALT LAKE CITY, UTAH 84119

(801) 972-5932

TRACT 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. & M., Salt Lake County, Utah, described by:

Commencing at the North one quarter corner of said Section 15, said Township and Range; thence North 88° 25' 03" West along the section line 1293.25 feet and South 61° 00' 04" West 418.70 feet to the intersection of the KRGT 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° 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.

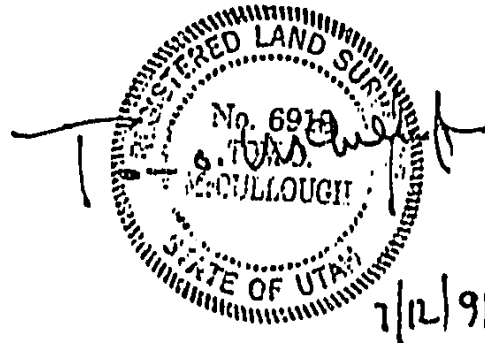


EXHIBIT N

TRACT 137.125 W
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 line to be shortened or lengthened to terminate at the parcel line), all lying in the Northwest Quarter of Section 31, T.1N., R.1W., S.L.B. & M., Salt Lake County, Utah; said easement being across a 30 foot strip of land for the Coggin Drain, described by:

Commencing at the Northwest corner of said Section 31, said Township and Range; thence South 89° 48' 50" East along the Section line 1059.5 feet to the intersection of the KRGT pipeline; thence along said pipeline centerline, South 4° 44' 17" East 1307.22 feet to the North line of the Coggin Drain and the true point of 4° 44' 17" East 30.10 feet to the South line of the Coggin Drain and the terminus of said centerline.

Contains 0.02 acres for temporary easement
0.03 acres for permanent easement

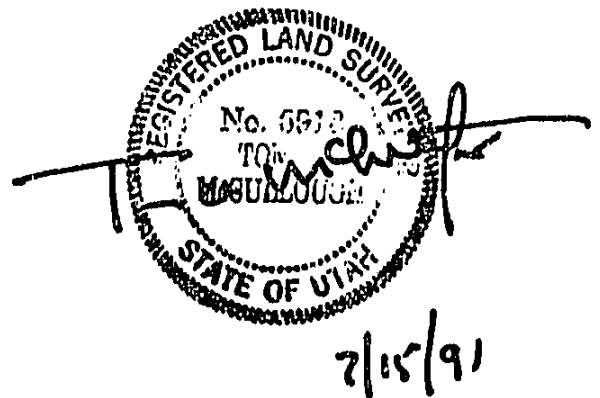


EXHIBIT O

BK6847PS0868

-PUB COPY-
GC. RECORDER

TRACT 137.025 W
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.

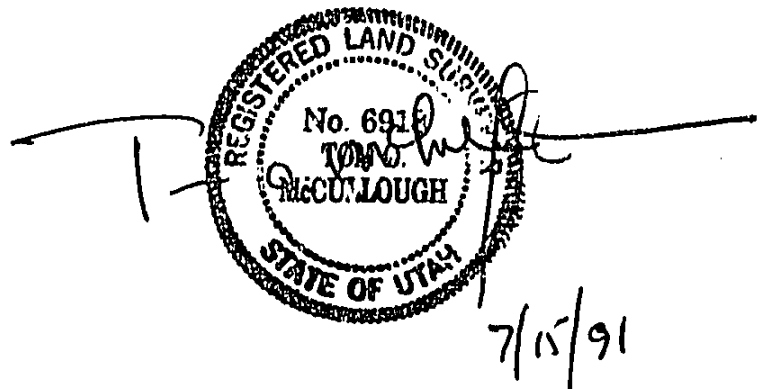


EXHIBIT P

7700

5707415
10 JANUARY 94 01:17 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
VAN COTT, BAGLEY, CORNWALL & MCCARTHY
REC BY: DIANE KILPACK, DEPUTY

BK6847PG0869