

17-1
WHEN RECORDED MAIL TO:
Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360

12758419
04/23/2018 01:28 PM \$43.00
Book - 10667 Pg - 5537-5553
ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
QUESTAR GAS COMPANY
PO BOX 45360 ROW
SLC UT 84145-0360
BY: DCP, DEPUTY - WI 17 P.

Space above for County Recorder's use
PARCEL NUMBERS:
27323000290000 & 27314000220000

PARTIAL ASSIGNMENT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That KERN RIVER GAS TRANSMISSION COMPANY, herein called the "Assignor", for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the "Assignee" the receipt of which is hereby acknowledged, does hereby sell, assign, quitclaim, and convey unto QUESTAR GAS COMPANY dba Dominion Energy Utah, herein called the "Assignee", a sufficient undivided interest in and to those certain easements described on the attached Exhibit "A" to enable Assignee to construct, operate and maintain odorization facilities which are located in the same right-of-way or easement with Assignor's pipelines or facilities (the "Assigned Rights").

The rights assigned in the Assigned Rights only relate to the right to lay, construct, access, operate, inspect, maintain, repair, replace, and remove natural gas equipment and pipeline in connection with natural gas odorization. All other rights in the Assigned Properties, specifically including all rights relating to pipelines and facilities that are not part of the odorization facilities, are reserved by Assignor.

This Partial Assignment is made subject to any and all valid encumbrances filed for record, and all reservations, laws, and ordinances of any governmental authority.

This Assignment, and all of its terms and conditions, are binding on Assignor, Assignee, and their respective successors and assigns. All covenants set forth in this Assignment run with the land.

As a condition to approving this Partial Assignment of Easement, the original Grantor under that certain Right-of-Way and Easement referenced on Exhibit "A" hereof (the "Original Easement") required Assignor to remain fully liable to Grantor under the Original Easement even after the recordation of this Partial Assignment of Easement, and Assignor agrees to remain fully liable to said original Grantor under the Original Easement, provided that Assignee, by the acceptance hereof does hereby covenant and agree to save and hold the Assignor harmless from and against any loss, liability, or expense arising out of or in any manner attributable to the exercise by said Assignee of any right under said easement grant from this day forward.

IN WITNESS WHEREOF, this instrument has been executed as of this 29th day of March, 2018.

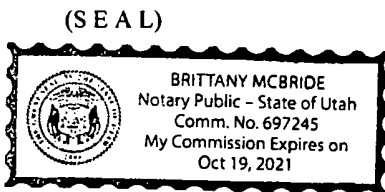
"ASSIGNOR"
KERN RIVER GAS TRANSMISSION COMPANY
By: [Signature]
Title: Vice-President, Operations & Engineering

"ASSIGNEE"
QUESTAR GAS COMPANY
By: [Signature]
Title: Authorized Representative

ACKNOWLEDGMENTS

STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

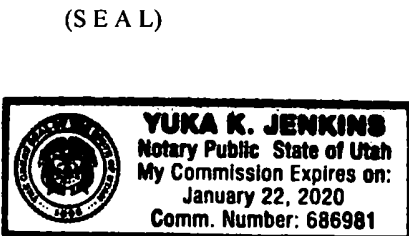
The foregoing instrument was acknowledged before me, a Notary Public duly commissioned and qualified in and for said county and state, on this 29th day of March, 2018, by Robert S. Checketts, the Vice-President, Operations & Engineering of KERN RIVER GAS TRANSMISSION COMPANY, a Delaware corporation, on behalf of such corporation.



Brittany McBride
Notary Public
My Commission Expires October 19, 2021

STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me, a Notary Public duly commissioned and qualified in and for said county and state, on this 28th day of March, 2018, by Joseph D. Kesler, the Authorized Representative of QUESTAR GAS COMPANY, a Utah corporation, on behalf of such corporation.



Yuka K. Jenkins
Notary Public
My Commission Expires _____

**EXHIBIT A
EASEMENTS**

This Exhibit A, Easements (Exhibit A) is part of and subject to the Partial Assignment of Easement (Partial Assignment) dated March 29, 2018, by and between Kern River Gas Transmission Company ("Kern River") and Questar Gas Company ("Questar Gas"). Capitalized terms used but not defined in this Exhibit A shall have the meaning given them in the Partial Assignment.

EXHIBIT "A"

Parcel Number: 27323000290000

Return to:

Kern River Gas Transmission Company
Attn: Land Department
2755 E Cottonwood Parkway, Suite 300
Salt Lake City, Utah 84121

Tract No: XXXXXX

**KERN RIVER GAS TRANSMISSION COMPANY
EXCLUSIVE FACILITY EASEMENT**

On this, the 26 day of January, 2018, for Ten Dollars (\$10.00) and other valuable consideration, SUBURBAN LAND RESERVE, INC., ("Grantor"), a Utah Corporation, does hereby sell and convey to KERN RIVER GAS TRANSMISSION COMPANY, a Delaware Corporation ("Grantee"), its successors and assigns, an exclusive facility easement ("Easement") in order to locate, survey, construct, entrench, maintain, repair, replace, protect, inspect and operate an odorization facility and/or appurtenances including but not limited to valves, metering equipment, piping, electronic equipment, communication equipment, buildings, fences and related facilities ("Facilities") that are necessary for the operation and maintenance of the pipeline for the transportation of natural gas and/or other related products, on, over, above and through a portion of the land described below (the "Grantor's Property"):

| <u>Subdivision</u> | <u>Section</u> | <u>Township</u> | <u>Range</u> | <u>P.M.</u> |
|--------------------|----------------|-----------------|--------------|-------------|
| SWSW | 32 | 3S | 1W | Salt Lake |

A legal description of the property encumbered by this Easement (the "Easement Area") is attached hereto in Exhibit "A," incorporated into and made a part of this agreement by this reference.

Grantee accepts the Easement Area and all aspects thereof in its "AS IS", "WHERE IS" condition, without warranties, either express or implied, "with all faults", including but not limited to both latent and patent defects, and the existence of hazardous materials, if any.

This Easement conveys to Grantee the right of ingress and egress to and from, along its pipeline right-of-way, and with the right to use existing and future roads, for the purposes of surveying, constructing, inspecting, repairing, protecting, operating and maintaining said Facilities, and the removal or replacement of same at will, either in whole or in part ("Work"). Grantee's right of ingress and egress shall include the right to repair, protect, maintain and use roads immediately adjacent to the Easement Area which may be reasonably necessary for ingress and egress to Grantee's improvements. Grantee shall have the right of exclusive use of the portion of the Easement Area occupied by Grantee's improvements which may be constructed on, under or above the surface. Grantee may use such portions of Grantor's Property immediately adjacent to the Easement Area as may be reasonably necessary during construction, maintenance and operation of the Facilities.

Grantee and its agents, servants, employees, consultants, contractors and subcontractors (collectively, "Grantee's Agents") shall enter upon the Easement Area at their sole risk and hazard, and Grantee and its successors and assigns, hereby release Grantor from any claims relating to the condition of the Easement Area and the entry upon the Easement Area by Grantee and Grantee's Agents.

Grantee shall have the right to cut and keep clear without payment of damages all trees, brush, native growth or foliage and other obstructions that may, in the Grantee's commercially reasonable opinion, endanger, hinder or conflict with the construction, operation, inspection, protection, maintenance and use of said Facilities within the Easement Area.

Grantee shall possess the above-described rights and Easement, together with all rights necessary to operate, protect and maintain the Facilities involved with the Easement granted to the Grantee, its successors and assigns. Upon prior written notification, Grantee may assign the rights and Easement granted under this agreement, either in whole or in part, subject to the terms of this agreement, including the rights to perform the Work on behalf of, or in conjunction with Grantee. The rights and Easement granted herein (including any and all rights that are assigned by Grantee) will be deemed as covenants running with the land and to be binding upon Grantor, its heirs, legal representatives and successors in title.

4810-7492-1560

Grantee will comply with all applicable present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers that are not preempted by the applicable federal laws and regulation including the Natural Gas Act. Grantee's obligations include complying with all Hazardous Waste Laws relating to industrial hygiene, environmental protection, or the use, analysis, generation, manufacture, storage, disposal, or transportation of any Hazardous Substances.

As used in this Agreement, the term "**Hazardous Substances**" means all hazardous and toxic substances, wastes or materials, including without limitation, all materials containing properties that may be hazardous to human health or the environment and/or are included under, subject to or regulated by any Hazardous Waste Laws.

As used in this Agreement, the term "**Hazardous Waste Laws**" means any and all present and future applicable (i) federal, state and local statutes, laws, rules or regulations; (ii) judicial or administrative interpretations thereof, including any judicial or administrative orders or judgments; and (iii) ordinances, codes, plans, injunctions, decrees, permits, demand letters, concessions, grants, franchises, licenses, agreements, notices, or other governmental restrictions, relating to the protection of the public health, welfare, and the environment, or to any actual, proposed or threatened storage, holding, existence, release, emission, discharge, spilling, leaking, pouring, pumping, injection, dumping, discarding, burying, abandoning, generation, processing, abatement, treatment, removal, disposition, handling, transportation or other management of any Hazardous Substance or any other activity or occurrence that causes or would cause any such event to exist.

Grantee may at any time permanently abandon said Easement and, at its discretion, may remove, or abandon in place the improvements constructed on it, provided such abandonment and removal is done in accordance with standard industry practices. 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.

Prior to and at all times after initially entering upon the Grantor's Property for any purpose, Grantee and Grantee's Agents shall at their sole expense maintain with a reputable company or companies acceptable to Grantor: (i) a policy or policies of commercial general liability insurance with respect to the Grantor's Property and the operations of or on behalf of Grantee and/or Grantee's Agents on or about the Grantor's Property, including but not limited to owned and nonowned automobile (vehicle) liability, personal and advertising injury, blanket contractual, broad form property damage and product/completed operations liability coverage for not less than five million dollars (\$5,000,000.00) combined single limit bodily injury, death and property damage liability per occurrence; (ii) Endorsement CG 00 39 (removing the pollution exclusion) or its equivalent, with the same limits of liability as set forth above; and (iii) workers compensation insurance in an amount required by law, together with employers liability, with each insurance policy containing a Waiver of Subrogation endorsement by the insurance carrier in favor of Grantor.

Grantee shall provide that the policies of insurance required above shall be primary and shall name Grantor as additional insured with respect to the obligations in this Agreement, and shall apply severally to Grantor and Grantee, with the provision that any other insurance carried by Grantor shall be non-contributing. Neither the amount nor the scope of any of the obligations of Grantee under this agreement or otherwise, including without limitation, indemnity obligations, shall be limited to the amount of the insurance Grantee is required to maintain hereunder. Any policies required hereunder may be made a part of a blanket policy of insurance, so long as such blanket policy contains all of the provisions required herein and does not in any way reduce the coverage, impair the rights of Grantor hereunder or negate the requirements of this Agreement.

Grantee and its successors and assigns hereby agree to indemnify, defend (with counsel acceptable to Grantor) and hold harmless Grantor, and any entity controlling, controlled by or under control with Grantor ("**Affiliates**"), and its and their Affiliates' officers, directors, employees, managers, members, agents, servants, successors, and assigns from and against any and all liens, liabilities, encumbrances, costs, demands, claims, penalties, fines, judgments, losses, and/or damage (including, without limitation, diminution in the value of the Grantor's Property, costs or expenses (including attorneys' fees, consultant fees, and expert fees) including for the death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly out of: (i) any discharge or release in or from the Grantor's Property of any Hazardous Substances relating to the pipeline or Grantee's disposal, release, threatened release, discharge, or generation of Hazardous Substances to, in, on, under, about, or from the Grantor's Parcel, except that this clause shall not apply to Hazardous Substances existing on the Grantor's Parcel prior to the effective date of this Agreement, unless the release or discharge of the Hazardous Substances existing on the Grantor's Parcel prior to the effective date of this Agreement was caused by Grantee or Grantee's agents, servants, employees, and/or contractors, in which case this clause shall apply; (ii) the acts and omissions of Grantee and Grantee's Agents; (iii) the use of the Grantor's Property by Grantee and Grantee's Agents; and (iv) any breach or default by Grantee or Grantee's Agents of any of Grantee's obligations

under this Agreement; provided, however, that the foregoing indemnity shall not apply to the extent any such claim is caused by the negligence or willful misconduct of Grantor or Grantor's successors and assigns.

Grantee's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, any and all reasonable costs incurred in connection with any investigation of site conditions, and any and all reasonable costs of any required or necessary repair, cleanup, detoxification, or decontamination of the Grantor's Parcel, and the preparation and implementation of any closure, remedial action, or other required plans in connection therewith. The terms and conditions of this provision shall remain effective after the expiration or termination of this Agreement, so long as the event for which the indemnification is needed occurred prior to such expiration or termination.

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. Additionally, Grantee shall keep the Grantor's Parcel free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Grantee, and shall indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on the Grantor's Parcel and/or the property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Grantee or any of Grantee's Agents. Any such liens shall be released of record within thirty (30) days.

If any action, suit, or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement or if a party finds it necessary to retain an attorney to enforce its rights under this Agreement, all costs and expenses of the prevailing party incident to such proceeding or retention, including reasonable attorneys' fees, shall be paid by the non-prevailing party.

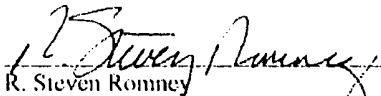
It is mutually understood and agreed that this Easement and the attached exhibits, as written, cover and include all of the agreements and stipulations between the parties with respect to the Easement, and that no representations or statements, verbal or written, have been made modifying, adding to or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

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah without regard to conflict of laws principles.

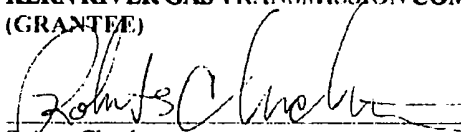
The terms, conditions and provisions of this agreement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties.

IN WITNESS WHEREOF the parties have EXECUTED THIS CONVEYANCE AND AGREEMENT THIS 26 DAY
OF January, 2018.

**SUBURBAN LAND RESERVE, INC..
(GRANTOR)**


R. Steven Romney
President and Chief Executive Officer

**KERN RIVER GAS TRANSMISSION COMPANY:
(GRANTEE)**


Robert Checketts
Vice President, Operations and Engineering

ACKNOWLEDGMENT

STATE OF UTAH)

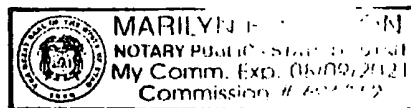
COUNTY OF SALT LAKE)

On the 26 day of January, 2018, R. Steven Romney personally appeared before me
R. Steven Romney and being by me duly sworn, did say that he/she is the President and Chief Executive
Officer of SUBURBAN LAND RESERVE, INC., and that the above Facility Easement was signed on behalf of SUBURBAN
LAND RESERVE, INC, and said R. Steven Romney acknowledged to me that he/she as such President and Chief Executive
Officer executed the same.

My commission expires:

8/9/2021

Marilyn F. Nielson
Notary Public in and for the
State of Utah



ACKNOWLEDGMENT

STATE OF UTAH)

COUNTY OF SALT LAKE)

On the 31st day of January, 2018, Robert Checketts personally appeared before me
Brittany McBride and being by me duly sworn, and that the above Facility Easement was signed on behalf of
Kern River Gas Transmission Company, and said Robert Checketts acknowledged to me that he executed
the same.

My commission expires:

10/19/2021

Brittany McBride
Notary Public in and for the
State of Utah

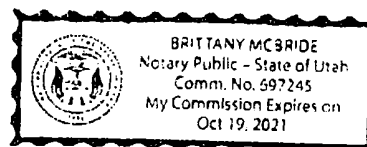


EXHIBIT "A"
DESCRIPTION FOR A PERMANENT EASEMENT

BEING A SITE DESCRIPTION FOR A PROPOSED PERMANENT EASEMENT, FOR A PIPELINE FACILITY LOCATED IN THE SW 1/4 OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH, BEING A PORTION OF PARCEL 4, OF CORRECTIVE SPECIAL WARRANTY DEED DESCRIBED IN ENTRY No. 12651849, BOOK 10616, PAGES 3848-3859, SALT LAKE COUNTY RECORDS, SALT LAKE COUNTY, UTAH; SAID SITE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING at the southwest corner of section 32, Township 3 South, Range 1 West, SLBM, a found brass cap in street vault, from which the south quarter of said section 32, a found brass cap in street vault, bears S89°35'27"E, 2,653.10 Feet; thence N61°13'03"E, 267.80 Feet to a calculated point for the **POINT OF BEGINNING** of the site described herein, said point of beginning being the NW corner of said site;

THENCE over and across said Parcel 4, the following courses and distances:

N53°29'30"E, 88.00 Feet to a point;

S37°27'55"E, 105.00 Feet to a point;

S52°32'44"W, 66.05 Feet to a point on the south line of said Parcel 4;

N89°33'49"W, 18.52 Feet along the south line of Parcel 4 to a point;

N36°32'36"W, leaving the south line of Parcel 4, 25.24 Feet to a point;

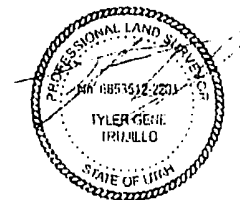
N75°59'32"W, 12.58 Feet to a point;

N37°22'00"W, 60.00 Feet to the **POINT OF BEGINNING**

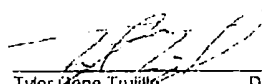
Said site contains **8,911.78 SQFT**, or **0.20 Acres**, more or less

Notes:

- 1) For additional information, see attached easement plat (Exhibit "B") made in conjunction with and considered an integral part of the above described easement.
- 2) Bearings shown hereon are grid bearings and are based on Utah State Plane Coordinate System, Central Zone (4302), NAD83(2011) Geoid 12B. Distances shown hereon are ground at average elevation, measured in U.S. Survey Feet.
- 3) This description and the attached easement plat (Exhibit "B") were prepared for the purposes of creating an easement and are not intended for use as a property boundary survey.
- 4) Record information shown hereon is based upon a public records search performed by a title company.
- 5) Date of Survey: 12/01/2017



Surveying And Mapping, LLC
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
Tx. Firm Reg. No. 10064300


Tyler Gene Trujillo Date 12-14-17
Registered Professional Land Surveyor
6853512-2201



8159291
02/25/2002 01:48 PM 22.00
Book - 8569 Pg 5709-5715
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
KERN RIVER GAS TRANSMISSION CO
PO BOX 58900
SLC UT 84158-0900
BY: SBM, DEPUTY - WI 7 P.

When Recorded Mail To:

Kern River Gas Transmission Company
Attention: The Land Group (M.S. 2L3)
P.O. Box 58900
Salt Lake City, UT 84158-0900

Space for County Recorder's use

RIGHT-OF-WAY AND EASEMENT GRANT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, paid to **CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole, ("Grantor"), by **KERN RIVER GAS TRANSMISSION COMPANY**, a Texas General Partnership ("Grantee"), Grantor does hereby quitclaim unto Grantee a non-exclusive right-of-way and easement over, across, under and through the following lands situated in Salt Lake County, State of Utah (the "Lands"):

Legal description of the Lands is attached as Exhibit "A" and by this reference made a part of this Right-of-Way and Easement Grant (the "Agreement").

EASEMENT DESCRIPTION. This right-of-way and easement shall permit Grantee to lay, maintain, operate, repair, inspect, protect, remove and replace one (1) pipeline, valves, valve boxes, and other gas transmission and distribution facilities (collectively, the "Facilities") through and across the Lands. The legal description of the right-of-way and easement is attached as Exhibit "B," and depicted by a drawing in Exhibit "C," which, by these references, are made a part of this Agreement.

PIPELINE DESCRIPTION. The pipeline shall have an inside diameter of twenty-four inches (24") and shall be buried a minimum of forty-eight inches (48") to top of pipe in cultivated areas.

EASEMENT SCOPE. Grantee shall be entitled to have and to hold this right-of-way and easement for so long as the Facilities shall be maintained, with the right of ingress to, egress from, and access on and along the right-of-way to construct, maintain, operate, repair, inspect, protect, remove, and replace the Facilities. This right-of-way and easement shall carry with it the right to use existing roads for the purpose of conducting the foregoing activities.

Grantee may also temporarily use such portion of Grantor's property adjacent to and abutting the northerly line of the easement as may be reasonably necessary in connection with construction, maintenance, repair, removal, or replacement of the Facilities, but never to exceed 25 feet in width, upon the condition that the Grantee previously notifies Grantor.

Grantee shall also notify Grantor prior to entering the right-of-way and easement for purposes of initial construction.

GRANTOR'S USE OF LANDS. Grantor shall have the right to use the Lands, except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not materially interfere with the Facilities or any other rights granted to Grantee under this Agreement. Grantor shall not build or construct nor in any way permit to be built or constructed any building or other improvement over or across the right-of-way, nor change its contour without written consent of Grantee. As part of normal farming of the Lands, Grantor will not plow or dig the right-of-way and easement property to a depth greater than three feet (3').

GRANTEE'S RESTORATION OF LANDS. Following Grantee's completion of any work, Grantee shall restore the landscaping and surface of the Lands to the condition and quality prior to commencement of the work. Grantee will remove the topsoil from the pipeline trench and will segregate said topsoil from the subsoil excavated from the trench. After the pipeline has been installed, the topsoil shall be replaced to its original position relative to the subsoil. Grantee agrees to restore the surface drainage contour on the Lands existing prior to installation of said pipeline.

DAMAGE TO CROPS OR FENCES. Grantee agrees to pay all damages that may arise to crops or fences caused by the exercise of its rights under this Agreement. Should any unresolved dispute arise as to such damages, it shall, at the written request of either party, be arbitrated and determined by three arbitrators, to be chosen in the following manner: one arbitrator to be appointed by Grantor and one by Grantee within 20 days after such request, and the third arbitrator to be promptly appointed by the other two arbitrators. The decision of any two of the arbitrators so appointed shall be final.

INDEMNITY. Grantee shall indemnify, defend (by counsel reasonably acceptable to Grantor) and hold Grantor and its divisions, subsidiaries, partners and affiliated companies and its and their employees, officers, members, attorneys, agents, representatives, and professional consultants and its and their respective successors and assigns (collectively the "Indemnitees") harmless from and against any loss, damage, injury, accident, fire or other casualty, liability, claim, cost or expense (including but not limited to, reasonable attorneys' fees) of any kind or character to any person or property including the property of the Indemnitees, (collectively, the "Claims") arising from or relating to (a) any use of the Lands by Grantee or its Representatives, (b) any act or omission of Grantee or any of its representatives, (c) any bodily injury, property damage, accident, fire or other casualty to or involving Grantee or its representatives and its or their property on the Lands, (d) any violation or alleged violation by Grantee or its representatives of any law or regulation now or hereafter enacted, (e) the failure of Grantee to maintain the Lands in a safe condition, (f) any loss or theft whatsoever of any property or anything placed or stored by Grantee or its representatives on or about the Lands, (g) any breach by Grantee of its obligations under this Agreement, and (h) any

enforcement of Grantor of any provision of this Agreement; provided, however, that the foregoing indemnity shall not apply to the extent any such claim is ultimately established by a court of competent jurisdiction to have been caused by the sole negligence or wilful misconduct of the Indemnitees.

ABANDONMENT. The rights herein granted shall continue until such time as Grantee ceases to use the right-of-way and easement for a period of five (5) successive years, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining on the Lands, shall revert to or otherwise become the property of Grantor.

SUCCESSORS and ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee. This right-of-way may be assigned to an affiliate or successor of Grantee without the prior approval of Grantor. This right-of-way may only be assigned in whole or in part by Grantee to unrelated third parties upon obtaining Grantor's written approval, which approval Grantor may grant or withhold in its sole discretion, and which may be conditioned upon the payment of additional consideration. Any assignment or transfer in violation of this paragraph shall be void and shall vest no right in the purported assignee or transferee.

SUBJECT TO reservations, easements, rights-of-ways, covenants, conditions, restrictions, zoning matters, liens, and encumbrances and all other matters of record or enforceable at law or equity.

This Agreement represents the entire agreement between the parties.

WITNESS the execution hereof this 19th day of December, 2001.

Witness:

ATTEST:



GRANTOR:

Corporation of the Presiding Bishop
of the Church of Jesus Christ of
Latter-day Saints, a Utah corporation sole

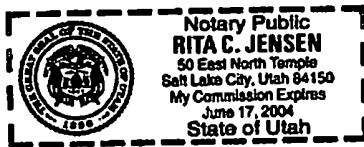
By:  
Its: Authorized Agent



BK8569065741

STATE OF UTAH)
 : ss:
COUNTY OF)

On this 19th day of December, 2001, personally appeared before me Terry F. Rudd, as an authorized agent of the Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, signer of the foregoing instrument, who duly acknowledged to me that he executed the same, and in the capacity herein stated.



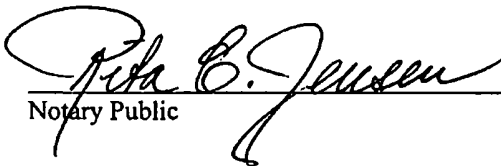

Notary Public

EXHIBIT A

The right-of-way and easement conveyed to Grantee runs over, across, under and through portions of the following described Lands of the Grantor:

BEGINNING at the Southwest Corner of Section 32, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence along the Section line South 89°48'52" East 1117.90 feet; thence North 322.00 feet; thence South 89°48'52" East 210.15 feet; thence North 00°16'34" East 991.16 feet; thence North 89°53'00" West 1324.84 feet; thence North 00°20'55" East 1311.57 feet; thence North 89°30'59" West 2095.80 feet to the Easterly Right of Way Line of the Jacobs-Welby Canal; and running thence along said Right of Way Line the following three (3) courses: (1) South 00°38'55" East 1493.47 feet; (2) South 21°52'55" East 350.61 feet; (3) South 11°42'45" East 437.62 feet; thence North 89°50'20" East 344.31 feet; thence South 00°14'25" West 388.63 feet, to a point on the section line; thence North 89°46'30" West, along the section line, 263.41 feet to the Easterly Right of Way Line of the Jacobs-Welby Canal; and running thence along said Right of Way Line the following six (6) Courses: (1) South 03°53'10" West 755.00 feet; (2) South 04°33'25" East 554.80 feet; (3) South 22°35'20" East 502.80 feet; (4) South 06°51'15" East 103.96 feet; (5) South 00°05'15" East 614.86 feet; (6) South 20°42'10" East 82.69 feet; thence North 61°50'00" East 72.51 feet; thence South 81°34'00" East 103.21 feet; thence North 00°55'45" East 2099.63 feet; thence South 89°46'30" East 10.80 feet; thence North 00°14'05" West 445.85 feet; thence South 89°46'30" East 1326.42 feet to the point of beginning.

Basis of bearing was South 89°48'52" East between the Southwest Corner and the South Quarter Corner of Section 32, Township 3 South, Range 1 West, Salt Lake

Base and Meridian; as shown on plat. Permanent markers were set or found at property corners as shown on plat.

BK 8569 PG 55713

EXHIBIT B

The legal description of the right-of-way and easement is as follows:

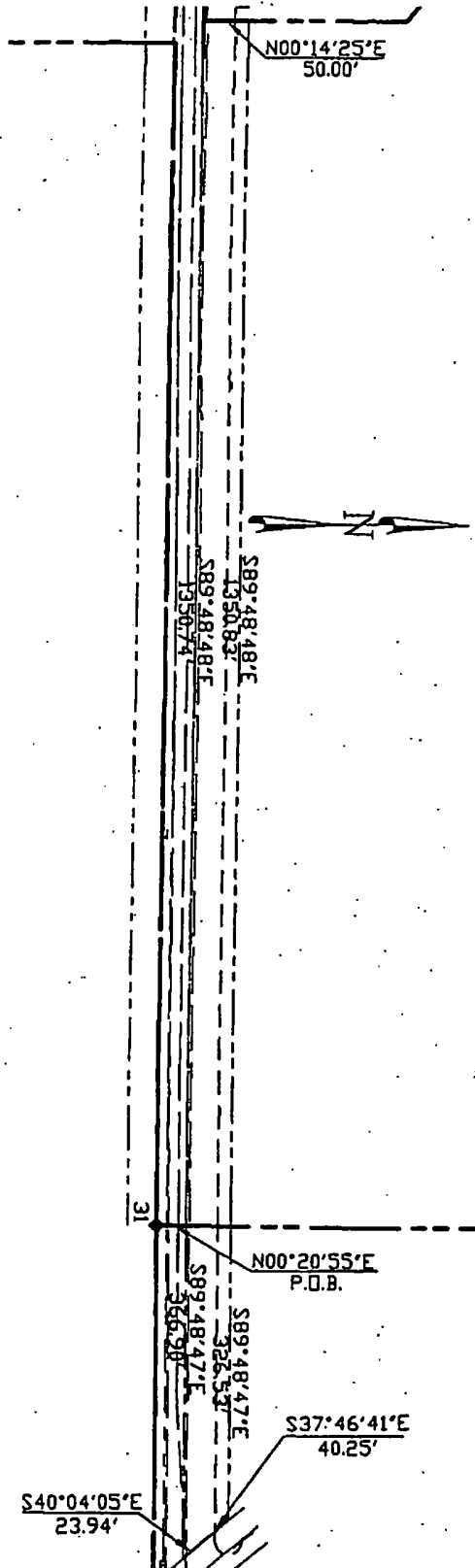
A parcel of land situate in the Southeast Quarter of Section 31, Township 3 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. Said parcel being more particularly described as follows:

Beginning at a point on the North right of way line of 13400 South Street, said point being North 00°20'55" East 33.00 feet along the East line of the Southeast quarter of said Section 31 from the Southeast corner of Section 31 and running thence along the northerly right of way line North 89°48'47" West 1350.74 to the Southeast corner of a parcel described in Book 8533, Page 1732, of official records; thence along the easterly line of said parcel North 00°14'25" East 50.00 feet; thence leaving said property line South 89°48'47" East and parallel to the North right of way of said 13400 South Street 1350.83 feet to a point on the East line of said Section 31; thence South 89°48'47" East and parallel to the North right of way of said 13400 South Street 326.53 feet to the westerly line of an easement granted to KRG T; thence along said westerly line the following two (2) courses: (1) South 37°46'41" East 40.25 feet; (2) South 40°04'05" East 23.94 feet to a point on the northerly right of way of 13400; thence along said right of way North 89°48'47" West 366.90 feet to the Point of Beginning.

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BK 85569 PG 5714

EXHIBIT C



BK 8569 PG 571.5