

Recorded at the request of
Kern River Gas Transmission
Company

When Recorded Mail to:
Kern River Gas Transmission
Company
1615 West 2200 South, Suite C
Salt Lake City, UT 84119
Attn: Paragon Partners, Ltd.
Title Supervisor

8062925
11/16/2001 03:16 PM 15.00
Book - 8527 Pg - 1528-1530
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
KERN RIVER GAS TRANSMISSION CO
1615 W 2200 S STE C
SLC UT 84119
BY: ZJN, DEPUTY - WI 3 P.

Assessor Parcel No. 27-31-100-021

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

On this, the 14 day of November, 2001, for Ten Dollars (\$10.00) and other valuable consideration, Robert C. Youngberg and Kathryn Youngberg, husband and wife ("Grantor"), whose address is 4307 W 12600 S, Riverton, UT 84065, 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 Salt Lake, State of Utah, to wit:

TOWNSHIP 3 SOUTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN

Section 31: Beginning at a point which is South 1265.36 feet and South 89°13'15" West 90.46 feet from the North quarter corner and running thence South 180.00 feet; thence West 484 feet; thence North 180.00 feet; thence East 484 feet to the point of Beginning.

Together with the following described right of way: Commencing at a point which lies 422.24 feet North 89°13'55" West from the North quarter corner and running thence South 687.61 feet; thence South 58°17' East 375.19 feet; thence South 1757.72 feet; thence North 89°30'59" West 40.0 feet; thence North 1735.08 feet; thence North 58°17' West 375.19 feet; thence North 710.45 feet; thence South 89°13'15" East 40.0 feet to the point of Commencement.

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

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

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

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

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

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

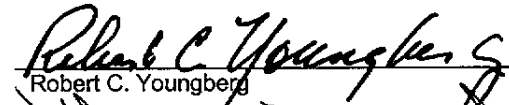
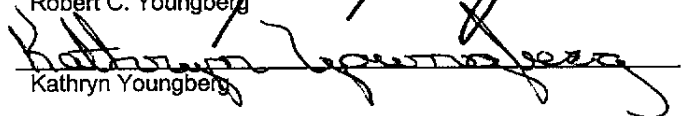
Grantor agrees to indemnify Grantee against any environmental liability that predates the date of this Easement or that was caused solely by the Grantor's actions or inactions.

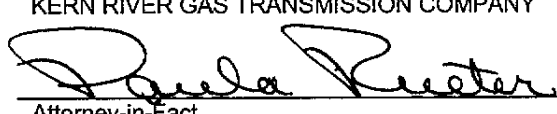
Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said land and shall be subrogated to such lien and rights.

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

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

IN WITNESS WHEREOF the parties have EXECUTED THIS CONVEYANCE AND AGREEMENT THIS
14 DAY OF November, 2001.


Robert C. Youngberg

Kathryn Youngberg

KERN RIVER GAS TRANSMISSION COMPANY

Attorney-in-Fact

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ACKNOWLEDGMENT

STATE OF Utah

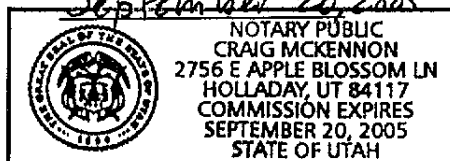
COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 14th day of November, 2001,
by Robert C. Youngberg and Kathryn
Youngberg

My Commission Expires:

Notary Public in and for

September 20, 2005



Craig McKennon

Salt Lake County,

State of Utah

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 200____,
by _____

My Commission Expires:

Notary Public in and for

_____ County,

State of _____

ACKNOWLEDGMENT---ATTORNEY-IN-FACT

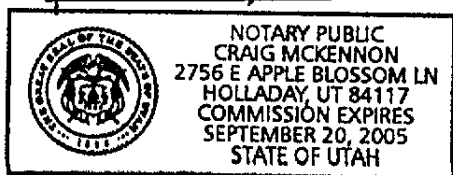
STATE OF Utah

COUNTY OF Salt Lake

On this 15th day of November, 2001, Paula Rueter
personally appeared before me and being by me duly sworn, did say that she/~~he~~ 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.

My Commission Expires:

September 20, 2005



Craig McKennon
Notary Public in and for

Salt Lake County,

State of Utah

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