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Recorded at the request of  
 Kern River Gas Transmission Company

When Recorded Mail to:  
 Kern River Gas Transmission Company  
 1615 W. 2200 S. Suite C  
 Salt Lake City, UT 84119  
 Attention: Cynthia Lowrey

8131753  
 01/25/2002 04:19 PM 21.00  
 Book - 8558 Pg - 6915-6918  
**GARY W. OTT**  
 RECORDER, SALT LAKE COUNTY, UTAH  
 KERN RIVER GAS TRANSMISSION  
 1615 W 2200 S STE C  
 SLC UT 84119  
 BY: ZJN, DEPUTY - WI 4 P.

Space above this line for Recorder's Use

Parcel I.D Number 20-26-400-001, 002, 003, 004, 005, 20-35-200-004

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

STATE OF UTAH  
 COUNTY OF SALT LAKE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, hereinafter referred to as Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER CONSIDERATIONS, to the Grantor in hand paid by KERN RIVER GAS TRANSMISSION COMPANY, P.O. Box 58900, Salt Lake City, Utah 84158-0900, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, an exclusive right-of-way and easement to locate, survey a route, construct, entrench, maintain, protect, inspect and operate a pipeline or pipelines and/or communications cables with appurtenances including but not limited to valves, metering equipment, electrical cable, cathodic equipment, underground conduit, cables, splicing boxes and roads (said pipelines, communications 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 land, approximately along the line designated by survey heretofore made or hereafter to be made by Grantee, through and over the said land on a right-of-way 50 feet in width being 25 feet on the east side and 25 feet on the west side of the centerline of the first pipeline and/or communications cable constructed hereunder, situated in Salt Lake County, State of Utah described below:

<u>Subdivision</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>P.M</u>
	26	2 S	2 W	S.L.B.&M.
	35	2 S	2 W	S.L.B.&M.

Section 26: Beginning at the Northeast Corner of the Southeast Quarter, and running thence West 106 2/3 rods; thence South 924 feet; thence East 106 2/3 rods; thence North 924 feet, to the point of Beginning; and Beginning 924 feet South of the Northeast Corner of the Southeast Quarter, and running thence West 106 2/3 rods; thence South 148 feet; thence East 106 2/3 rods; thence North 148 feet, to the point of Beginning; and Beginning 1072 feet South of the Northeast Corner of the Southeast Quarter, and

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running thence West 106 2/3 rods; thence South 148 feet; thence East 106 2/3 rods; thence North 148 feet, to the point of Beginning; and Beginning 1220 feet South of the Northeast Corner of the South East Quarter, and running thence West 106 2/3 rods; thence South 100 feet; thence East 106 2/3 rods; thence North 100 feet, to the point of Beginning; and the South half of the East 106 2/3 rods of the South half.

Section 35: Beginning at a point which is the Northeast Corner and running thence South 00°10'46" East 538.45 feet along the East line of said Section 35; thence South 89°58'37" West 2008.86 feet to a point on the East line of a Wood Ventures Parcel recorded in the Salt Lake County Recorder's Office in Book 8151, Page 2933; thence North 00°23'40" West 538.46 feet along said Wood Ventures Parcel to a point on the North line of said Section 35; thence North 89°58'37" east 2008.88 feet along the North line of said Section 35 to the point of beginning; Less and Excepting a parcel belonging to Utah Power and Light Company as recorded in the Salt Lake County Recorder's Office as Parcel No. 20-35-200-001, more particularly described as: Beginning South 89°58'37" West 1342.43 feet and South 00°04'37" West 33 feet from the Northeast Corner; thence South 00°04'37" West 250.00 feet; thence South 89°58'37" West 200.00 feet; thence North 00°04'37" East 250 feet; thence North 89°58'37" East 200 feet to the point of beginning, also including and subject to a 45 foot right of way easement over the East 45 feet of property.

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 the purpose of 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 or different size pipe. 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.

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, his heirs, legal representatives and successors in title.

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 cancelled and terminated.

Grantee shall compensate the Grantor for all damages to Grantor's growing crops, pasture, fences, livestock and other real or personal property improvements caused by the construction, maintenance, repair, replacement or removal of the facilities. Grantee shall compensate the Grantor for all damages to Grantor's timber caused by the initial construction of the facilities; thereafter, 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.

Grantee further agrees that within a reasonable time following the completion of construction, Grantee shall restore said right-of-way. Restoration shall include, where necessary, final grading, reseeding and installation of erosion control structures.

Grantor reserves the right to use and enjoy said property except for the purposes herein granted, but such use shall not hinder, conflict or interfere with Grantee's surface or subsurface rights hereunder or disturb its facilities and no road, reservoir, excavation, change in surface grade, obstruction or structure shall be constructed, created or maintained on, over, along or within said right-of-way without Grantee's

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prior written consent. Grantee shall, during initial construction in cultivated lands, bury said pipeline and/or communications cable to a minimum depth of 30 inches.

Grantor represents and warrants that he is the owner in fee simple of the said described land. 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.

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.

It is hereby understood that the parties securing this grant in behalf of the Grantee are without authority to make any covenant or agreement not herein expressed.

WITNESS THE EXECUTION HEREOF THE 22ND DAY OF JANUARY 2002

ATTEST:

KFP Corporation, a Utah corporation

By:

By: Justin V. Peterson

Title

Title: President

(Corporate Seal)

KERN RIVER GAS TRANSMISSION COMPANY

Paula Reuter  
Attorney-in-Fact

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ACKNOWLEDGMENT

STATE OF Utah )

COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of January, 2002 by

Justin V. Peterson, President of KFP Corporation, a Utah Corporation.

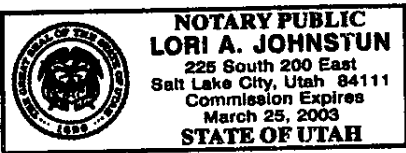
My Commission Expires:

03-25-03

Lori A Johnston  
Notary Public in and for

SLC County,

State of UT



ACKNOWLEDGMENT---ATTORNEY-IN-FACT

STATE OF Utah )

COUNTY OF Salt Lake )

On this 23<sup>rd</sup> day of January, 2002, 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.

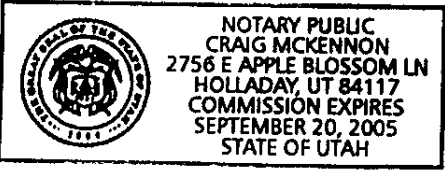
My Commission Expires:

9-20-2005

Craig McKennon  
Notary Public in and for

Salt Lake County,

State of Utah



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