

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: Cynthia Lowrey

8142426
02/05/2002 03:40 PM 16.00
Book - 8563 Page - 2513-2516
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
KERN RIVER GAS TRANSMISSION
1615 W 2200 S STE C
SLC UT 84119
BY: ZJM, DEPUTY - WI 4 P.

8142426

Assessor Parcel Number 27-30-300-006

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

On this, the 4th day of February, 2002 for Ten Dollars (\$10.00) and other valuable consideration, and James E. Miller and Judith F. Miller, husband and wife as joint tenants, whose address is 170 North 100 West, Herriman, UT 84065 ("Grantor"), 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; 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 30: Commencing at a point which is located North 48.00 feet and South 88 degrees 53 minutes 52 seconds East 1289.49 feet from the Southwest corner of Section 30, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said point also being located on the North boundary of State Highway 111, and running thence North 648.83 feet to a point on the Southwesterly boundary of a 110.00 foot right-of-way owned by Utah Power & Light Company; thence South 37 degrees 20 minutes 36 seconds East 828.28 feet to a point on the North boundary of said highway; thence North 88 degrees 53 minutes 52 seconds West 502.52 feet along the boundary of said highway to the point of beginning. Containing 3.74 acres, more or less

The Permanent Easement and Right-of-Way shall be a strip of land 25 feet in width and 50 feet in width, being more particularly described in Exhibit "A", attached hereto and made a part hereof.

This Easement conveys to Grantee the right of ingress and egress to and from, and access on and within said right-of-way, with the right to use existing and future roads for the purposes of surveying, constructing, inspecting, repairing, protecting, operating and maintaining the facilities and the addition, removal or replacement of same at will, either in whole or in part, with either like or different size pipe ("work"). During temporary periods Grantee may use such portions of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities.

Grantee agrees that within a reasonable time following the completion of its work and subject to weather and/or soil conditions, Grantee shall, as near as practicable, restore said right-of-way to its original contour and condition. Grantee agrees to compensate Grantor adequately for damages which directly result from its work, including loss of business, timber, growing crops, pasture and livestock. Any other recognizable damages to other real or personal property that resulted from its work shall be repaired by Grantee, or the Grantor shall be compensated for such repairs. Grantee shall have the right to cut and to keep clear without payment of damages all trees, brush, native growth or foliage and other obstructions that may, in the Grantee's opinion, endanger, hinder or conflict with the construction, operation, inspection, protection, maintenance and use of said facilities.

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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.

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.

IN WITNESS WHEREOF the parties have EXECUTED THIS CONVEYANCE AND AGREEMENT THIS DAY OF 02-04, 2002

Grantor:

James E. Miller
James E. Miller

Judith F. Miller
Judith F. Miller

KERN-RIVER GAS-TRANSMISSION COMPANY
Paula Reuter
Attorney-in-Fact

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ACKNOWLEDGMENT

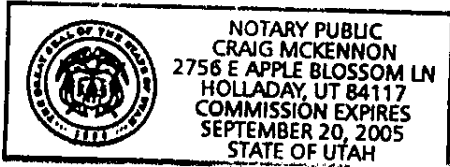
State of Utah

County of Salt Lake

On February 4, 2002 before me, Craig McKennon, Notary Public
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

Personally appeared James E. Miller and Judith F. Miller
Names(s) of Signer(s)

personally known to me --OR-- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Craig McKennon

ACKNOWLEDGMENT

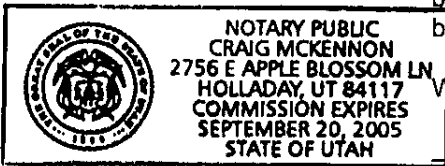
State of Utah

County of Salt Lake

On February 5, 2002 before me, Craig McKennon, Notary Public
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

Personally appeared Paula Rueter, Attorney-in-Fact for KRGT
Names(s) of Signer(s)

personally known to me --OR-- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Craig McKennon

Tract # K-UT-SL-255

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JAMES E. AND JUDITH F. MILLER, et ux
SALT LAKE COUNTY, UTAH
L.L. No. 255W

**A TWENTY FIVE (25) FOOT AND A FIFTY (50) FOOT WIDE
PERMANENT EASEMENT**

Being a twenty five (25) foot wide permanent easement lying twenty five (25) feet Westerly of the following described Survey line to a point of convergence whereas the herein described easement changes to a (50) foot permanent easement lying (25) feet Westerly and (25) feet Easterly of the following described Survey line, also following an existing Kern River 36" pipeline.

Said twenty five (25) foot and fifty (50) foot wide permanent easement extending over, through and across a portion of a certain 3.74 acre tract conveyed to James E. and Judith F. Miller, et ux, and being located in a portion of the Southwest Quarter of Section 30, Township 3 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. Said 3.74 acre tract being more particularly described in Deed Book 2853, Page 469 of the Deed Records of Salt Lake County, Utah, said Survey line being more particularly described as follows:

Beginning at a point on the West line of said 3.74 acre tract, from which a standard Salt Lake County Brass Cap marked "SLC. 1996" found marking the Southwest corner of said Section 30 bears South 71°40'26" West, a distance of 1,358.13 feet;

THENCE South 37°04'05" East, a distance of 205.33 feet to a point;

THENCE South 81°58'42" East, a distance of 34.72 feet to a point of convergence whereas said twenty five (25) foot wide permanent easement ends and said fifty (50) foot wide permanent easement begins of the herein continued description of said Survey line;

THENCE South 81°58'42" East, a distance of 71.44 feet to a point;

THENCE South 36°25'21" East, a distance of 104.81 feet to a point;

THENCE South 27°02'44" East, a distance of 40.01 feet to a point;

THENCE South 17°39'21" East, a distance of 40.00 feet to a point;

THENCE South 08°16'41" East, a distance of 40.02 feet to a point;

THENCE South 01°06'16" West, a distance of 33.89 feet to the Point of Terminus on the South line of said 3.74 acre tract, from which a standard Salt Lake County Brass Cap marked "SLC. 1961" found marking the South quarter corner of said Section 30 bears South 86°25'54" East, a distance of 1,043.53 feet; and contains 0.51 acres of land.

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