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Book - 8569 Pg - 5709-5715  
**GARY W. OTT**  
RECODER, 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*

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## 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.

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27-32-300-000-011-0000

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.

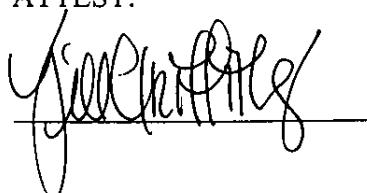
This Agreement represents the entire agreement between the parties.

WITNESS the execution hereof this 19<sup>th</sup> day of December, 2001.

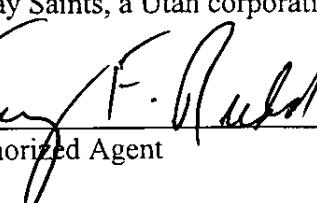
**GRANTOR:**

Witness:

ATTEST:



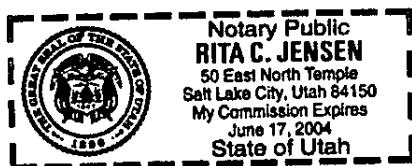
Corporation of the Presiding Bishop  
of the Church of Jesus Christ of  
Latter-day Saints, a Utah corporation sole

By:   
Its: Authorized Agent



STATE OF UTAH )  
: SS:  
COUNTY OF )

On this 19<sup>th</sup> 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.



*Rita C. Jensen*  
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  $89^{\circ}48'52''$  East 1117.90 feet; thence North 322.00 feet; thence South  $89^{\circ}48'52''$  East 210.15 feet; thence North  $00^{\circ}16'34''$  East 991.16 feet; thence North  $89^{\circ}53'00''$  West 1324.84 feet; thence North  $00^{\circ}20'55''$  East 1311.57 feet; thence North  $89^{\circ}30'59''$  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  $00^{\circ}38'55''$  East 1493.47 feet; (2) South  $21^{\circ}52'55''$  East 350.61 feet; (3) South  $11^{\circ}42'45''$  East 437.62 feet; thence North  $89^{\circ}50'20''$  East 344.31 feet; thence South  $00^{\circ}14'25''$  West 388.63 feet, to a point on the section line; thence North  $89^{\circ}46'30''$  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  $03^{\circ}53'10''$  West 755.00 feet; (2) South  $04^{\circ}33'25''$  East 554.80 feet; (3) South  $22^{\circ}35'20''$  East 502.80 feet; (4) South  $06^{\circ}51'15''$  East 103.96 feet; (5) South  $00^{\circ}05'15''$  East 614.86 feet; (6) South  $20^{\circ}42'10''$  East 82.69 feet; thence North  $61^{\circ}50'00''$  East 72.51 feet; thence South  $81^{\circ}34'00''$  East 103.21 feet; thence North  $00^{\circ}55'45''$  East 2099.63 feet; thence South  $89^{\circ}46'30''$  East 10.80 feet; thence North  $00^{\circ}14'05''$  West 445.85 feet; thence South  $89^{\circ}46'30''$  East 1326.42 feet to the point of beginning.

Basis of bearing was South  $89^{\circ}48'52''$  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.

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**EXHIBIT B**

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

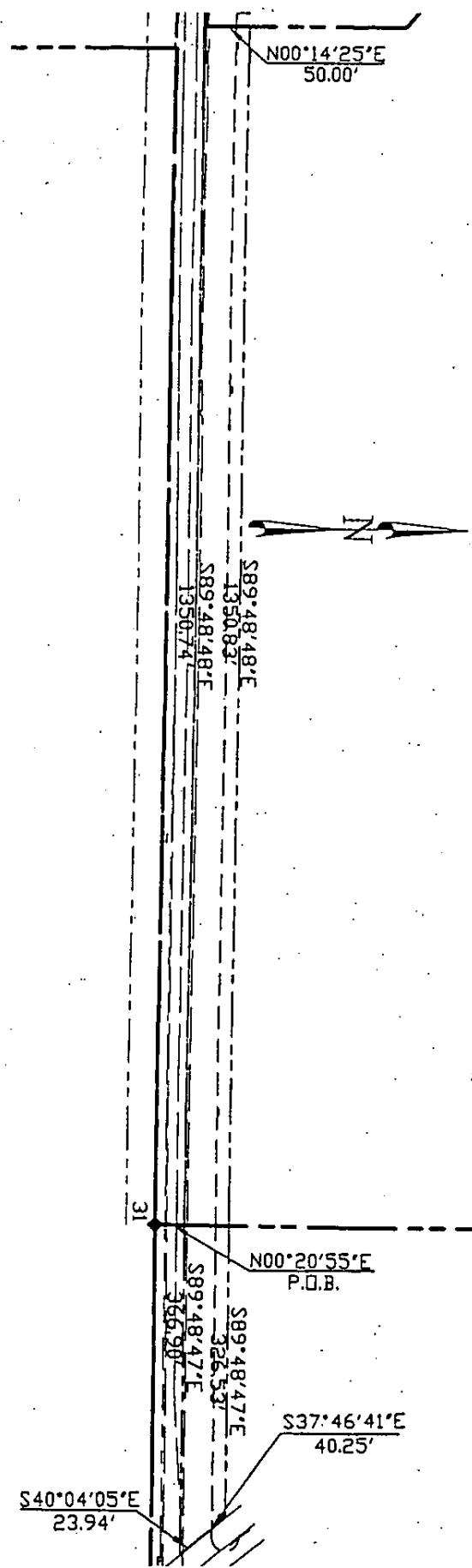
A parcel of land situate in the Southeast Quarter of Section 31, Township 3 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. Said parcel being more particularly described as follows:

Beginning at a point on the North right of way line of 13400 South Street, said point being North  $00^{\circ}20'55''$  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  $89^{\circ}48'47''$  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  $00^{\circ}14'25''$  East 50.00 feet; thence leaving said property line South  $89^{\circ}48'47''$  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  $89^{\circ}48'47''$  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 KRGT; thence along said westerly line the following two (2) courses: (1) South  $37^{\circ}46'41''$  East 40.25 feet; (2) South  $40^{\circ}04'05''$  East 23.94 feet to a point on the northerly right of way of 13400; thence along said right of way North  $89^{\circ}48'47''$  West 366.90 feet to the Point of Beginning.

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EXHIBIT C



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