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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

8189034  
03/28/2002 04:35 PM 24.00  
Book - 8581 Pg - 7081-7088  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
KERN RIVER GAS TRANSMISSION  
1615 W 2200 S STE C  
SLC UT 84119  
BY: TAS, DEPUTY - WI 8 P.

8189034

Space above this line for Recorder's Use

Assessor Parcel Number 33-05-400-001-0000

**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 and/or communications cable with appurtenances including but not limited to valves, metering equipment, electrical cable, cathodic equipment, underground conduit, cables, splicing boxes and roads (said pipeline, communications cable, 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 Easterly side and 25 feet on the Westerly side of the centerline of the first pipeline and/or communications cable constructed hereunder, being more particularly described in Exhibit "A" attached hereto and made a part hereof, situated in Salt Lake County, State of Utah described below:

<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>P.M</u>
5	4 South	1 West	Salt Lake Base & Meridian

The Northwest quarter of the Southeast quarter of Section 5, Township 4 South, Range 1 West Salt Lake Base And Meridian and beginning at the center of the Southeast quarter of said Section 5, and running thence East to the West Bank of the Utah Lake Distribution Canal; thence northwesterly along said canal to the north line of said southeast quarter; thence west to a point due north from beginning; thence south 80 rods to beginning.

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

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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, reseeded and installation of erosion control structures.

Grantee agrees upon completion of construction the trench will be compacted by water soaking.

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 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.

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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 25<sup>th</sup> DAY OF March 2002.

Grantor:

Ron Thorne Construction, Inc. a Utah Corporation

Ronald H. Thorne

By:

pres. Ron Thorne Const. Inc.

Title:

KERN RIVER GAS TRANSMISSION COMPANY

Paula Reuter

Attorney-in-Fact

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CORPORATE

STATE OF Utah )  
 ) SS.  
COUNTY OF Salt Lake )

On the 25<sup>th</sup> day of March, 2002, personally appeared before me,  
Ronald H. Thorne, who, being by me duly sworn, did say that he is the  
President, of Ron Thorne Const. Inc., and that the  
Easement was signed in behalf of said corporation by authority of a  
resolution of its Board of Directors and said Resolution acknowledged to me that  
said corporation executed the same.

My Commission expires  
6-17-2004



Karen Galey  
Notary Public  
Residing at:

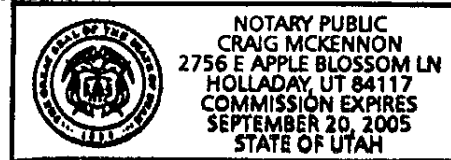
ACKNOWLEDGMENT---ATTORNEY-IN-FACT

STATE OF Utah )  
COUNTY OF Salt Lake )

On this 27<sup>th</sup> day of March, 2002, Paula Rueter  
personally appeared before me and being by me duly sworn, did say that she ~~is~~ 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 ~~is~~ as such Attorney-in-Fact executed the same.

My Commission expires:  
9-20-2005

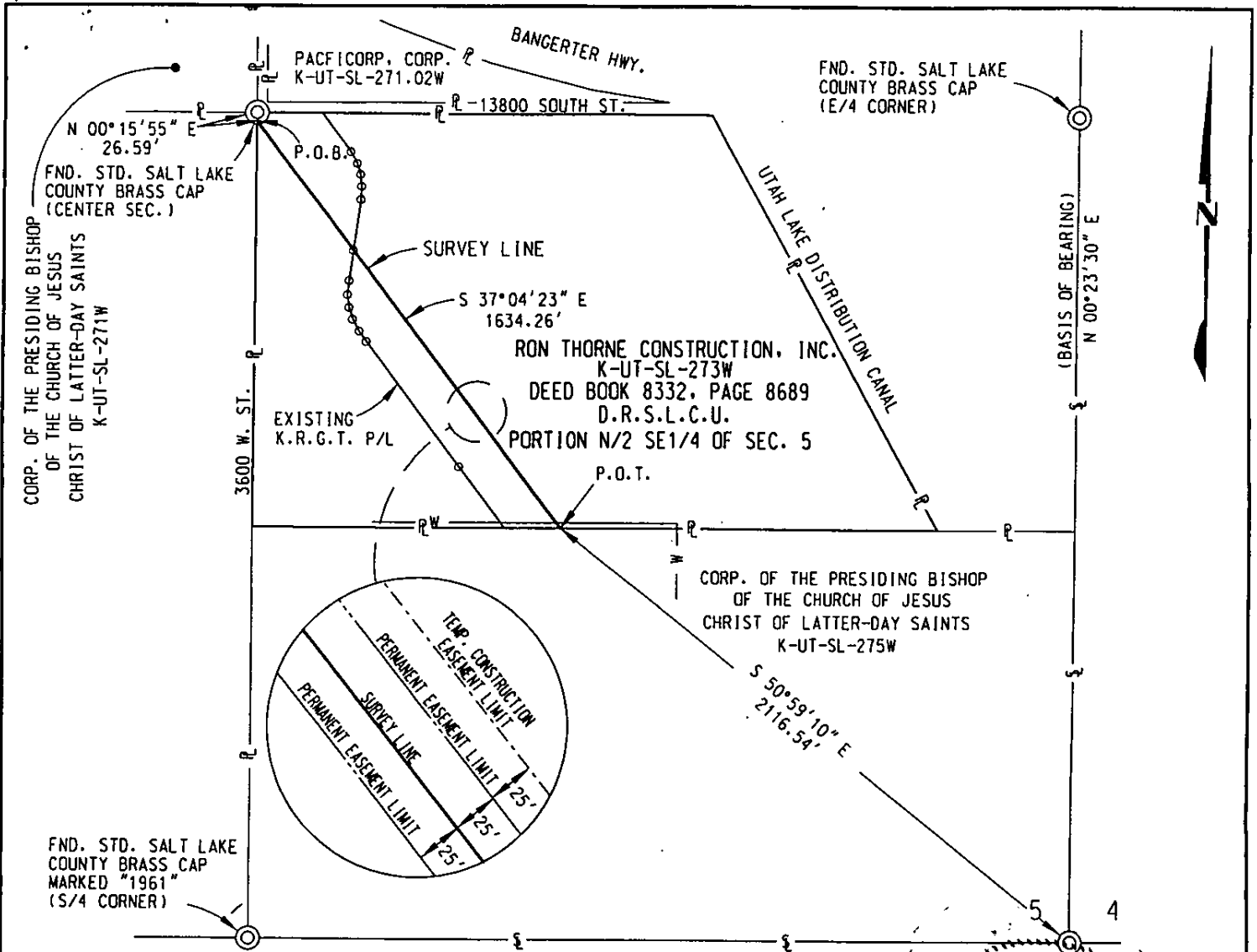
Craig McKennon  
Notary Public  
Residing at:



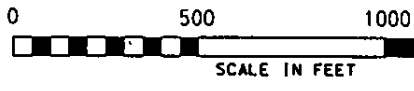
Tract # K-UT-SL-273W

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Exhibit "A"



**LEGEND :**  
 I.R. = IRON ROD  
 P.O.B. = POINT OF BEGINNING  
 P.O.T. = POINT OF TERMINUS  
 FND. = FOUND  
 K.R.G.T. = KERN RIVER GAS TRANSMISSION  
 P/L = PIPELINE  
 SPC = STATE COORDINATES SYSTEM  
 NAD = NORTH AMERICAN DATUM  
 D.R.S.L.C.U. = DEED RECORDS OF SALT LAKE COUNTY, UTAH



FND. STD. SALT LAKE COUNTY BRASS CAP MARKED "1915"

UTAH SURVEYOR  
 GARY HENRY GREER  
 #373234  
 I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.

GARY HENRY GREER PLS #373234  
 PROFESSIONAL LAND SURVEYOR

DRAWING NO.		REFERENCE TITLE		KERN RIVER GAS TRANSMISSION COMPANY PROPERTY PLAT PERMANENT, TEMPORARY CONST. & A.T.W.S. EASEMENTS CROSSING PROPERTY OF RON THORNE CONSTRUCTION, INC. T 4 S - R 1 W, SECTION 5 SALT LAKE COUNTY, UTAH						
NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CHK.	APP.	DRAWN BY: UE1	DATE: 02-05-2002	ISSUED FOR BID:	SCALE: 1" = 500'
							CHECKED BY: UE1	DATE: 02-05-2002	ISSUED FOR CONSTRUCTION:	
							APPROVED BY:	DATE:	DRAWING NUMBER: K-UT-SL-273W	SHEET 1 OF 1

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 PG 7085

RON THORNE CONSTRUCTION, INC.  
SALT LAKE COUNTY, UTAH  
L.L. No. K-UT-SL-273W  
SHEET 1 OF 3

### **A PERMANENT EASEMENT**

Being a fifty (50) foot wide permanent easement lying twenty five (25) feet Southwesterly and twenty five (25) feet Northeasterly of the following described Survey line, also following an existing Kern River 36" pipeline.

Said fifty (50) foot wide permanent easement extending over, through and across a portion of a certain tract conveyed to Ron Thorne Construction, Inc., and being located in a portion of the North Half of the Southeast Quarter of Section 5, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. Said tract being more particularly described in Deed Book 8332, Page 8689 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 tract, from which an Standard Salt Lake County Brass Cap found marking the Center of said Section 5 bears North  $00^{\circ}15'55''$  East, a distance of 26.59 feet;

THENCE South  $37^{\circ}04'23''$  East, a distance of 1634.26 feet to a point of terminus on the South line of said tract, from which a Standard Salt Lake County Brass Cap marked "1915" found marking the Southeast corner of said Section 5 bears South  $50^{\circ}59'10''$  East, a distance of 2116.54 feet, said easement being 99.05 rods and contains 1.87 acres of land.

### **TEMPORARY CONSTRUCTION EASEMENT**

Being a twenty five (25) foot wide strip of land, adjoined to and parallel with the Northeasterly line of the herein described permanent easement, extending and shortening the side lines of the temporary construction easement at the beginning and termination to intersect with the North and South lines of said tract, and containing 0.96 acres of land.

### **ADDITIONAL TEMPORARY WORK SPACE**

Being a fifty (50) foot wide strip of land, adjoined to and parallel with the Southwesterly line of the herein described temporary construction easement, beginning 54.41 feet from the intersection of the West line of said tract and the Southwesterly line of the herein described temporary construction easement, and extending 240.54 feet in a Southeasterly direction, extending and shortening the side lines at the beginning to intersect with the West right of way of 3600 West Street, and contains 0.24 acres of land.

RON THORNE CONSTRUCTION, INC. (Continued)  
SALT LAKE COUNTY, UTAH  
L.L. No. K-UT-SL-273W  
SHEET 2 OF 3

Being a fifty (50) foot wide strip of land, adjoined to and parallel with the Northeasterly line of the herein described temporary construction easement, beginning 41.44 feet from the intersection of the North line of said tract and the Northeasterly line of the herein described temporary construction easement, and extending 212.97 feet in a Southeasterly direction, extending and shortening the side lines at the beginning to intersect with the South right of way of 13800 South Street, and contains 0.22 acres of land.

Being a fifty (50) foot wide strip of land, adjoined to and parallel with the Southwesterly line of the herein described temporary construction easement, beginning 339.33 feet from the intersection of the West line of said tract and the Southwesterly line of the herein described temporary construction easement, and extending 346.00 feet in a Southeasterly direction, and contains 0.40 acres of land.

Being a fifty (50) foot wide strip of land, adjoined to and parallel with the Northeasterly line of the herein described temporary construction easement, beginning 292.81 feet from the intersection of the North line of said tract and the Northeasterly line of the herein described temporary construction easement, and extending 346.00 feet in a Southeasterly direction, and contains 0.40 acres of land.

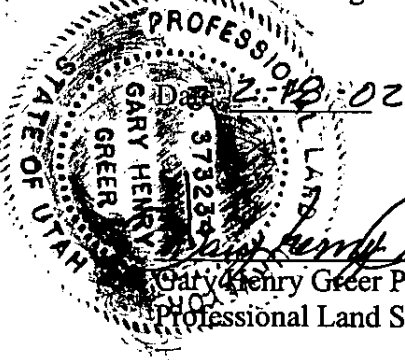
Being a twenty five (25) foot wide strip of land, adjoined to and parallel with the Northeasterly line of the herein described temporary construction easement, beginning 165.15 feet from the intersection of the South line of said tract and the Northeasterly line of the herein described temporary construction easement, and extending 863.70 feet in a Northwesterly direction, and contains 0.50 acres of land.

Being a fifty (50) foot wide strip of land, adjoined to and parallel with the Southwesterly line of the herein described temporary construction easement, beginning at the intersection of the South line of said tract and the Southwesterly line of the herein described temporary construction easement, and extending 165.13 feet in a Northwesterly direction, extending and shortening the side lines at the beginning to intersect with the South line of said tract, and contains 0.17 acres of land.

RON THORNE CONSTRUCTION, INC. (Continued)  
SALT LAKE COUNTY, UTAH  
L.L. No. K-UT-SL-273W  
SHEET 3 OF 3

Being a fifty (50) foot wide strip of land, adjoined to and parallel with the Northeasterly line of the herein described temporary construction easement, beginning at the intersection of the South line of said tract and the Northeasterly line of the herein described temporary construction easement, and extending 165.15 feet in a Northwesterly direction, extending and shortening the side lines at the beginning to intersect with the South line of said tract, and contains 0.21 acres of land.

Job #4701.700  
Reference Drawing K-UT-SL-273W  
Basis of Bearing East line of Section 5 being N 00°23'30" E



Gary Henry Greer PLS #373234  
Professional Land Surveyor