

8378529  
Recorded at the request of  
Kern River Gas Transmission Company

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10/07/2002 03:45 PM 72-00  
Book - 8661 Pg - 7716-7743  
GARY W. OTT  
RECODER, SALT LAKE COUNTY, UTAH  
KERN RIVER GAS TRANS CO  
3683 W 2270 S STE C  
SLC UT 84120  
BY: SBM, DEPUTY - WI 28 p.

When Recorded Mail to:  
Kern River Gas Transmission Company  
3683 W. 2270 South, Suite C  
Salt Lake City, UT 84120  
Attn: Cynthia Lowery

Assessor Parcel No. 26-14-100-002

**THIS DOCUMENT IS BEING RERECORDED TO CLARIFY THE TOTAL  
WIDTH OF THE RIGHT OF WAY IS 75 FEET FOR A PORTION OF THE  
EASEMENT AND 50 FEET FOR A PORTION OF THE EASEMENT AS  
INDICATED IN EXHIBITS "B". THIS DOCUMENT HAS PREVIOUSLY BEEN  
RECORDED ON 7/29/02 AS DOCUMENT NUMBER 8304476, BOOK 8624, PAGE  
8555-8581.**

**AMENDED AND RESTATED  
RIGHT-OF-WAY AND EASEMENT AGREEMENT**

This Amended and Restated Right-of-Way and Easement Agreement ("Easement") is entered into this 19 day of September, 2002, by and between OM ENTERPRISES COMPANY, a Utah corporation ("Grantor"), whose address is 5295 South 300 West, Suite 475, Murray, UT 84107, KENNECOTT UTAH COPPER CORPORATION, a Delaware corporation ("Kennecott") and KERN RIVER GAS TRANSMISSION COMPANY, a Texas General Partnership ("Grantee") whose address is 295 Chipeta Way, Salt Lake City, UT 84108.

**RECITALS**

A. By that certain Natural Gas Pipeline Easement Agreement on Tract 241W (the "Original Easement") recorded in the official records of the Salt Lake County Recorder October 2, 1991, Entry No.5134959, Book 6362, Page 1073, Kennecott Utah Copper Corporation, a Delaware corporation, conveyed to the Kern River Gas Transmission Company, a Texas partnership, an easement for the construction and operation of a natural gas pipeline and other incidental uses in connection with such pipeline as provided therein, over and across that certain parcel of real property located in Salt Lake County, State of Utah, ("Grantor's Land") as more particularly described in Exhibit "A", attached hereto and by this reference made a part of this Agreement.

B. OM Enterprises, Grantor, is the successor in interest to Kennecott, having obtained all of its right title and interest in the Grantor's Land pursuant to that certain Deed recorded on December 4, 2001, Instrument No. 8080014, Book 8536, Page 682 with the Salt Lake County Recorder's Office ("Deed").

C. Grantee now desires to release and terminate the Original Easement and acquire from Grantor an amended and restated easement for the continued maintenance and use of the existing pipeline and to acquire additional width for the construction, operation and use of one additional, parallel gas pipeline and appurtenances in accordance with the terms and conditions set forth in this Easement.

NOW, THEREFORE, for good and valuable consideration and the mutual promises and covenants herein contained, the parties agree as follows:

1. Conveyance of Easement.

1.1 Grant of Easement. Grantor hereby grants and conveys to Grantee a non-exclusive easement for the purpose of constructing, operating, maintaining, inspecting, surveying, including environmental and cultural surveys, installing cathodic protection equipment, repairing, modifying, altering, protecting, changing the size of, removing, replacing, and accessing two natural gas pipelines and appurtenances, including but not limited to valves, metering equipment, electrical cable, cathodic equipment, underground conduit, cables, splicing boxes and roads, over, under and within that certain area within Grantor's Land as more particularly described in Exhibit "B", attached hereto and by this reference made a part of this Easement (the "Easement Property").

1.2 Release and Termination of Original Easement. By this Easement, Grantee forever releases and terminates all right, title, and interest in and to the Original Easement.

1.3 Ingress and Egress. Grantee shall have a reasonable right of ingress and egress over and across Grantor's Land in such locations as may be reasonably necessary or convenient in exercising the rights herein conveyed. Grantor expressly reserves the right to identify, limit, or relocate from time to time, the location of Grantee's ingress and egress to allow for and accommodate the future development and use of Grantor's Land, provided, however, that such limitations or relocations do not materially and unreasonably interfere with the use, operation and maintenance of Grantee's pipelines and facilities or other rights herein conveyed.

2. Construction.

2.1 Right to Construct Additional Pipeline. Grantee shall have the right to install one additional gas pipeline within the Easement Property within that location described in Exhibit "B", provided that the additional pipeline shall be buried and maintained not less than 60 inches measured from the top of the pipeline to the average level of the original ground on the two sides of the ditch in which said pipeline is laid or at such depth as may be required by any state, federal, or local authority having jurisdiction.

2.2 Temporary Construction. In addition to the land within the Easement, Grantee shall have a temporary construction easement (the "Temporary Construction Easement") as more particularly described in Exhibit "B" and additional temporary workspace (the "Additional Temporary Work Space") as more particularly described in Exhibit "B". The Temporary Construction Easement and the Additional Temporary Work Space shall expire upon Grantee's final testing of the pipeline and the restoration of the surface of Grantor's Land impacted by the construction as provided in Paragraph 2.6 hereof or one year following the execution of this Easement, whichever event occurs first.

2.3 Crossings. Grantee agrees that during construction of the pipeline, or any subsequent altering, removing, or replacing of said pipeline or pipelines, Grantee will leave or allow for reasonable road and other utility crossings over the Easement Property for Grantor, its lessees, licensees, and tenants in such locations as may be reasonably requested by Grantor.

2.4 Interference with Agricultural Use or Drainage. In the event Grantor's Lands are being used for the growing of crops which require irrigation at the time the pipeline is under construction, Grantee agrees to install and operate flumes across the easement at all times during such construction operations. Grantee further agrees not to dam, block, or obstruct in any manner any irrigation canals, drainage ditches or creeks located on Grantor's Land and also agrees to replace or repairs any levees or banks disturbed or damaged by Grantee's construction or operations.

2.5 Restoration. Prior to the construction of the pipeline and for any and all construction or maintenance work thereafter, Grantee shall segregate all of the topsoil material from other landfill material removed or disturbed in the construction area and shall, within 60 days from the date of completion of the work performed within the Easement, refill all excavations made by Grantee, grade and replace the topsoil, reseed the area impacted by construction with native grass seed or otherwise restore the land as near as reasonably possible to its pre-construction condition and to Grantor's satisfaction. Grantee's obligations hereunder shall include the replacement, at its sole cost and expense, the restoration of any roads, curb, gutter or sidewalks, pipelines, landscaping or any other Grantor improvements that are disturbed or damaged by Grantee.

2.6 Interference with Grantor's Uses of its Land. Grantee shall use reasonable commercial efforts to limit the disturbance to Grantor, its lessees, licensees, and tenants during the construction or maintenance of its pipelines and facilities to the extent reasonably possible and shall comply with all reasonable requests by Grantor to limit or alter its construction work and timing of such construction and maintenance work to minimize disturbance to Grantor's use of Grantor's land.

2.7 As-Built Drawings. Within one year following the completion of the construction of the pipeline, Grantee will complete and provide to Grantor at no cost an as-built survey of the pipeline and any other facilities within the Easement Property.

2.8 Signs. Grantee shall install and maintain signs or markers identifying the location of the pipelines and any other related appurtenances at the property boundaries, crossings, (where the pipelines enter and exit Grantor's Land), or any other locations where Grantor may reasonably designate or as may be required by the Utah Department of Transportation or other governmental entity.

2.9 Buildings. Grantor shall not build or construct nor permit to be built or constructed any buildings within the Easement Property without the written consent of Grantee, which consent shall not be unreasonably withheld.

2.10 Damages. Grantee shall pay damages to crops, landscaping, fences and other improvements of Grantor, its tenants and lessees, which may arise from Grantee's exercise of its rights herein.

3. Grantor's Reserved Rights. 3.1 Landscaping. Grantor expressly reserves the right to use and enjoy the surface and subsurface of the Easement Property for its own purposes and without Grantee's consent for landscaping, provided, however, that Grantor agrees not to: 1) plant any trees or deep-rooted shrubs within the Easement Property without Grantee's consent; and 2) any irrigation or sprinkling systems installed within the Easement Property shall be buried no greater than two (2) feet below the surface elevation of the Easement Property or one (1) foot above the pipelines whichever distance is greater. Grantor agrees to give Grantee notice at least 72 hours in advance of excavating within the Easement Property.

3.2 Improvements. Grantor expressly reserves the right to cross Grantee's pipelines with ditches, culverts, pipelines, and other drainage works, utilities, rail trackage, roadways, and related improvements, upon, over and across the Easement Property; provided, however, that Grantor shall comply with applicable safety standards common in the natural gas pipeline industry or required by applicable laws or regulations and such use does not unreasonably and materially conflict with or impair Grantee's rights hereunder. Grantor agrees to give Grantee 30 days notice before excavating below two feet from the surface elevation of the Easement Property if such excavation is for the purpose of installing any of the facilities described in this Paragraph 3.2. Such 30 days notice shall also include a copy of Grantor's construction drawings or plans. Grantee shall give Grantor notice of its objections, if any, with the proposed improvements prior to the expiration of such 30 days. Grantee's objections shall be made in writing and shall describe the nature of its concerns and a proposed resolution of the conflict.

3.1 Discharge. Grantor, its successors, licensees, and assigns expressly reserves the right to discharge, in accordance with the laws and regulations which apply to discharges, on Grantor's Land through the medium of air upon each and every portion of said lands, any and all gases, dust, dirt, fumes, and other substances and matter which may be released, given or thrown or blown off emitted or discharges in the occurs of or by or through the existence of operation of each or all the smelting plants, reduction

works, mills, refineries, power plants, manufactures, tailing deposits, and other works or factories which are now or which may hereafter at any time be established or operated by Grantor, its successors, lessees, licensees, or assigns.

3.2 Mineral Rights. In addition to all other rights and privileges which are reserved to Grantor herein, there is expressly reserved to Grantor all mineral, oil, and gas in, on and under the Easement Property.

4. Abandonment. In the event of abandonment by Grantee of the pipelines for a period of five (5) years and upon approval from the appropriate governmental entity, Grantee agrees to notify Grantor of the abandonment. Grantee shall have the right to remove or abandon its pipelines in place and agrees to execute and record a document of reconveyance and release whereupon this Easement and all rights and privileges herein granted shall be fully cancelled and terminated. Grantee shall be responsible for all reclamation of the Operations of the Facilities required by law.

5. Compliance with Law. Grantee shall observe and comply with all rules, regulations, and laws now in effect or which may hereafter be enacted during the continuance of this Easement by any governmental authority having jurisdiction over Grantee and its business as conducted upon Grantor's Land and the Easement Property.

6. Taxes. Grantee shall pay when due all taxes and assessments levied against its improvements built upon Grantor's Land and the Easement Property, all taxes on personal property brought upon Grantor's Land and the Easement Property and any taxes that may become due because of the conveyance of this Easement. Grantee shall indemnify and hold Grantor harmless from any liability for the payment of such taxes. Grantor shall continue to pay all real property taxes and assessments levied against Grantor's Land and the Easement Property not caused by Grantee's improvements thereon and shall indemnify and hold Grantee harmless from any and all liability for the payment of any such taxes or assessments.

7. Indemnification. Grantee shall protect, defend, indemnify and hold harmless Grantor, its officers, directors, employees, subsidiaries, and affiliates (collectively "Indemnities") from and against any and all losses, claims, liens, demands, and causes of action of every kind and nature, including but not limited to the amount of any judgment, penalty, interest, court cost or legal fee incurred by the Indemnities or any of them in the defense of same, arising in favor of any party, including governmental agencies or bodies, on account of taxes, claims, liens debts, personal injuries, death, or damages to property, violations of Environmental Laws and Regulations, and all other claims or demands of every character arising directly or indirectly out of Grantee's use of the Easement and Easement Property, provided that all of the indemnification and save harmless provisions of this Easement exclude any pro rata liability attributable to Grantor's negligence or resulting from acts creating strict liability of Grantor or caused by Grantor's breach of this Easement. This Paragraph shall survive the termination of the Easement.

For purposes of this Easement, "Environmental Laws and Regulations" shall mean all present and future federal, state, and local laws and all rules and regulations promulgated hereunder, relating to pollution or protection of the environment.

8. Insurance. Grantee shall procure and maintain, or cause to be maintained by its contractors, during the construction period or during the performance of any maintenance: a) Statutory Workmen's Compensation Insurance for all of its employees while on Grantor's Land and the Easement Property; b) Employer's Liability Insurance; and c) Comprehensive Automobile Liability Insurance; all in the amount of at least \$5,000,000.00 each occurrence. In addition, the comprehensive automobile liability policy shall be endorsed to include Grantor as an additional insured thereunder as respects any liabilities arising out of the performance of any work on Grantor's Land and the Easement Property. Evidence of such policies shall be given to Grantor, upon request, prior to any construction activities.

9. Integration. It is mutually understood and agreed that this Easement as written covers and includes 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 hereof.

10. Succession. This Easement shall run with the land and shall be binding upon and shall inure to the benefit of the successors, assigns, heirs, executors, and administrators of the parties. Grantee shall not transfer its rights under this Easement to any person or entity without the prior written consent of Grantor.

11. Subject to Existing Rights. This Easement is made subject to any existing easements or rights-of-way or other interests or record and is made without any warranties or representations from Grantor, other than those expressly set forth herein.

12. Tap Connection.

12.1 Connection for Grantor. Grantee, upon request of Grantor after completion of Grantee's pipeline, irrevocably commits to provide Grantor with a tap and meter to be installed and located on Grantee's pipeline at locations to be mutually agreed upon by Grantee and Grantor for the delivery of gas to or for the account of Grantor. Grantee's installation and operation of the tap and meter shall be subject to Grantee's satisfactory receipt of all necessary regulatory authorization, which Grantor shall diligently pursue at the request of Grantor. Grantor hereby reserves the right to intervene in any such proceeding. Grantee further agrees to inform Grantor of the progress of any proceeding on such application and to give Grantor prior written notice of its intention to take any significant action in connection therewith. In the event the regulations in effect at the time of Grantor's request allow automatic authorization of such tap and meter facilities sufficient to serve Grantor's gas needs, Grantee agrees to act pursuant to the automatic authorization regulations. Grantee's transportation service, if any, to Grantor shall be subject to Grantee's terms of service on file with the Federal Energy Regulatory

Commission ("FERC"), including, without limitation, Grantor's participation in any procedures prescribed thereby for the nondiscriminatory allocation of capacity on the pipeline. For such purposes, this Easement shall not establish Grantor's priority of service date but Grantee agrees to provide Grantor notice and documents as are necessary to request a contract for interruptible transportation service equal to that afforded other customers seeking interruptible service in accordance with Grantee's FERC tariff. Grantor shall upon demand fully and promptly pay Grantee for all of Grantee's costs and expenses of installing such tap and meter, and for any necessary regulatory or court filing fees, and for reasonable outside attorneys' fees; and shall also fully and promptly reimburse Grantee for all of Grantee's necessary costs and expenses, for any necessary regulatory or court filing fees, associated with any challenge or protest related to Grantee's authority to provide, or Grantor's right to use, such tap and meter for the delivery of gas.

12.2 Third Party Rights. Grantor may, at its option, also request that Grantee install and operate an additional tap and meter for the use of third party, or if feasible, permit a third party to use the tap and meter installed for Grantor; provided however, that any such installation, operation and/or service for such third party shall be subject to, and contingent upon such third party's satisfaction of, the same terms and conditions as are set forth in the preceding paragraph for the provision of a tap and meter for Grantor and the rendering of transportation service to Grantor. Upon timely and adequate notice from Grantor and such third party, Grantee shall pursue any necessary regulatory authorizations to provide such tap, meter and/or service to such third party separately or, at the option of Grantor, on a concurrent basis, with its pursuit of regulatory authorization for service to Grantor. This third-party service option may be exercised only once by Grantor and shall automatically expire if not exercised by Grantor within 365 days after the commencement of service to Grantor.

13. Authorization. Each individual executing this Easement does thereby represent and warrant to each other so signing (and to each other entity for which another person may be signing) that he or she had been duly authorized to sign this Easement in the capacity and for the entities set forth where he or she signs.

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Right-of-Way and Easement Agreement on the date and year first above written.

OM ENTERPRISES COMPANY,  
a Utah Corporation

By: J. S. Allen  
Title: VP Resource Development  
GRANTOR

KERN RIVER GAS TRANSMISSION  
COMPANY

By: Richard J. Huff  
Attorney-in-Fact  
GRANTEE

ALL PURPOSE ACKNOWLEDGMENT

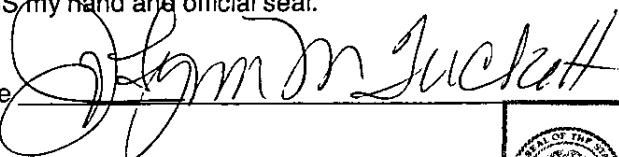
STATE OF UTAH )

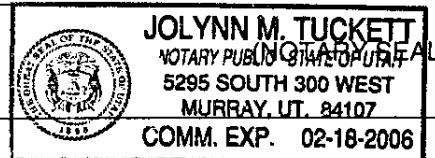
COUNTY OF SALT LAKE )

On July 19, 2002, before me, Jo Lynn M. Tuckett  
Jonathan F. Calender personally appeared

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.

Signature 



ALL PURPOSE ACKNOWLEDGMENT

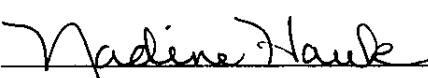
STATE OF UTAH )

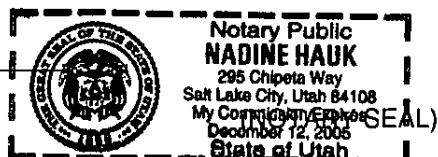
COUNTY OF SALT LAKE )

On July 2nd, 2002, before me, Nadine Hauk  
Richard E. Huff personally appeared

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.

Signature 



5134959

02 OCTOBER 91 04:31 PM

KATIE L. DIXON

RECODER, SALT LAKE COUNTY, UTAH

VAN COTT BAGLEY CORMWALL &amp; MCCARTHY

REC BY: REBECCA GRAY, DEPUTY

WHEN RECORDED, PLEASE MAIL TO:

Patrick J. O'Hara

Van Cott, Bagley, Cornwall &amp; McCarthy

Attorneys for Kern River Gas Transmission Company

50 South Main Street, Suite 1600

Salt Lake City, UT 84144

NATURAL GAS PIPELINE EASEMENT AGREEMENT ON TRACT 241W

1. KENNECOTT UTAH COPPER CORPORATION, a corporation of the State of Delaware, GRANTOR, does hereby grant, sell, and convey unto KERN RIVER GAS TRANSMISSION COMPANY, a Texas Partnership, P.O. Box 58900, Salt Lake City, Utah 84158-0900, GRANTEE, its successors and assigns, for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement for construction purposes and a permanent easement thereafter, as described more particularly below, to locate, survey a route, conduct environmental and cultural surveys, 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 conduit, cables, splicing boxes, and roads being hereinafter sometimes collectively called the "Facilities") over, under, and through the certain lands situated in Salt Lake County, State of Utah referred to herein as "Easement Tract 241W," as described more particularly in Exhibit A attached hereto and hereby incorporated by reference.

2. Within one year following the Facilities being placed "in-service", the Grantee will complete and provide Grantor at no cost an as-built survey of the Facilities location and shall cause an amended centerline description to be recorded which shall establish the permanent 50 foot wide easement, being 25 feet on each side of said centerline description.

3. This Natural Gas Pipeline Easement Agreement on Tract 241W (hereinafter the "Agreement") is granted subject to the rights, if any, of Utah Power & Light Company under any existing right-of-way or easement previously granted by Grantor covering all or a portion of the above-described lands.

4. TO HAVE AND TO HOLD the same unto Grantee, its successor and assigns, so long as such Facilities shall be maintained for the purpose aforesaid with the right of ingress and egress to and from said right-of-way to construct, maintain, operate, repair, inspect, protect, remove, and replace the same

Exhibit "A"

NATURAL GAS PIPELINE EASEMENT  
AGREEMENT ON TRACT 241W  
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either in whole or in part, with either like kind or different size pipe provided that said pipe, regardless of size, will be buried to a depth as required by the regulating agency of jurisdiction over Grantee's operations or to the depth set forth hereinafter, whichever is the greater. Subject to the terms of this Agreement, during temporary periods Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, entrenchment, protection, operation, presence, inspection, maintenance, repair, removal, use or replacement (hereinafter collectively "Operations") of the Facilities. Grantor shall have the right to use the said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the Facilities or any other rights granted to the Grantee hereunder. Grantor shall not build or construct nor permit to be constructed any buildings or other improvements over or across the right-of-way, nor excavate or change the contour thereof without the written consent of Grantee.

5. 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 canceled and terminated. Grantee shall be responsible for all reclamation of the Operations of the Facilities required by law.

6. Grantee agrees that during the period of construction of the Facilities hereunder, or any subsequent altering, removing or replacing of said Facilities, it will leave or arrange for reasonable crossings over said right-of-way strip for cattle, livestock, or farm equipment of tenants and lessees of Grantor.

7. Whenever it becomes necessary for Grantee, its agents or contractors to cut a fence on the above described lands, Grantee agrees, at its option, either to keep the gaps closed or guarded in such a manner so as to prevent the entrance and exit of cattle or other livestock through such gap, or to construct at such place or places substantial gates with dual locks and to furnish Grantor with one set of keys thereto. Before any such fence is cut by Grantee, it shall be braced in

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NATURAL GAS PIPELINE EASEMENT  
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order to prevent slackening of the wires along the fence in each direction from Grantee's temporary gap.

8. In the event that the above-described lands are being used for the growing of any crop which requires irrigation at the time the Facilities is under construction, Grantee agrees to install and operate flumes across the right-of-way at all times or to provide an alternative water source during such construction operations. Grantee further agrees not to dam, block, or obstruct in any manner any irrigation canals, drainage ditches, or creeks located on said lands, and also agrees to replace or repair any levees or banks disturbed or damaged by Grantee's operation on said lands.

9. Grantor agrees that Grantee may construct its Facilities beneath the surface of certain portions of Easement Tract 241W by utilizing subsurface boring techniques, such that the surface of the bored ground will not be disturbed in those areas by the construction of the Facilities. Grantee will assume all responsibilities for its boring operations. At all other locations, Grantee agrees to bury its pipeline to a depth not less than thirty-six (36) inches measured from the top of the pipeline to the average level of the original ground on the two sides of the ditch in which said line is laid, and where said Facilities crosses an irrigation canal or drainage ditch, the top of the pipe shall be buried at least thirty-six (36) inches below the lowest point of the channel where said Facilities crosses any such drainage ditch or canal.

10. Grantee agrees to pay for damages to crops, fences, timber, and livestock of Grantor, its tenants and lessees, which may arise from the operation and maintenance of said Facilities.

11. Grantee shall remove all stakes or posts (excepting Facilities markers and other signs) which it, its contractors or agents, may have put into the ground, and level all ruts and depressions caused by its construction operations.

12. Expressly excepting, reserving and specifically subject to perpetual easement, right and privilege on the part of Grantor, its successors, lessees, licensees, and assigns, at all times hereafter, to discharge, in accordance with laws and regulations which apply to discharges on Grantor's property, through the medium of the air upon each and every portion of said lands any and all gases, dust, dirt, fumes and other

Exhibit "A"

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substances and matter which may be released, given or thrown or blown off, emitted or discharged in the course of or by or through the existence or operation of each or all the smelting plants, reduction works, mills, refineries, power plants, manufactories, tailing deposits, and other works or factories which are now or which may hereafter at any time be established or operated by Grantor, its successors, lessees, licensees, or assigns, or any of them.

13. Grantee, on behalf of Grantee, its contractors, subcontractors, materialmen, agents, employees and officers, agrees to indemnify and save Grantor harmless against any and all losses, liabilities, claims, suits, judgments, penalties and expenses, including attorneys' fees, caused by any of the following: (1) Grantee's breach of this Agreement, including without limitation Paragraph 23 hereof; or (2) Grantee's Operations of the Facilities. Provided, all of the indemnification and save harmless provisions of this Agreement exclude any pro rata liability attributable to the Grantor's negligence or resulting from acts creating strict liability of Grantor or caused by Grantor's breach of this Agreement.

14. The rights, titles, and privileges herein granted shall be assignable to Grantee's general partners and otherwise assignable only upon the prior written consent of Grantor which consent shall not be unreasonably withheld in whole or in part. Said right, title and privileges shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, and assigns. The provisions of this Agreement shall inure to the benefit of the partners, parents, affiliates and subsidiaries of the Grantor and the Grantee.

15. Subject to the limitations on Grantor's use of premises as previously set forth in this Agreement and subject to Grantee's prior written consent which shall not be unreasonably withheld Grantor expressly reserves the right at Grantor's expense to construct, operate, and maintain ditches, culverts, pipelines, or other drainage works, and any other facilities required by Grantor upon, along, under, or across said granted premises; provided that Grantor, in exercising such right, shall comply with such safety and encroachment specifications as are standard in the natural gas pipeline industry or required by applicable law or regulation.

Exhibit "A"

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16. Grantee shall pay, before delinquent, all taxes on its improvements built upon the premises of Grantor, all taxes on the personal property brought upon the premises and any taxes that may become due because of this Right-of-Way and Easement Agreement; Grantee shall indemnify and hold Grantor harmless from any liability for the payment of any such taxes. Grantor shall continue to pay all real property taxes and assessments levied against the subject property not caused by Grantee's improvements thereon and shall indemnify and hold Grantee harmless from any and all liability for the payment of any such taxes or assessments.

17. Grantee shall procure and maintain during the construction or any required maintenance period, (a) Statutory Workmen's Compensation Insurance for all of its employees or its contractors while upon Grantor's property; (b) Employer's Liability Insurance; (c) Comprehensive Automobile Liability Insurance, all in the amount of at least \$1,000,000 each occurrence. In addition, all policies shall be endorsed to include Grantor and Kennecott Corporation as additional insureds thereunder as respects any liabilities arising out of the performance of the work on Grantor's property. Evidence of such insurance policies shall be given to Grantor prior to any construction activities.

18. Grantee shall observe and comply with all rules, regulations, and laws now in effect or which may hereafter be enacted during the continuance of this Agreement by any governmental authority having jurisdiction over Grantee and its business as conducted upon Grantor's property.

19. In the event Grantee does not construct said Facilities as hereinabove set forth within five years from the date of this Agreement, then and in that event the right-of-way and easement herein conveyed to Grantee shall cease and thereafter revert to Grantor. All fees, commissions or monies paid Grantor by Grantee shall be forfeited by Grantee as liquidated damages.

20. In addition to all other rights and privileges which are reserved to Grantor as a matter of law, there is expressly reserved to Grantor all oil, gas, and other minerals in, on, and under the above described lands.

21. It is mutually understood and agreed that the rights, title and privileges herein granted are subject to any

Exhibit "A"

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PAGE 6

and all approvals of third parties, known or unknown, who may have or claim to have rights, titles and privileges in the right-of-way and easement area, and Grantee hereby assumes responsibility to acquire such approvals, if any, and Grantor shall be under no obligations with respect to such approvals, if any.

22. A. Grantee, upon the request of Grantor after completion of Grantee's main line pipeline Facilities, irrevocably commits to provide Grantor with a tap and meter to be installed and located on Grantee's pipeline at locations to be mutually agreed upon by Grantee and Grantor for the delivery of gas to or for the account of Grantor. Grantee's installation and operation of the tap and meter shall be subject to Grantee's satisfactory receipt of all necessary regulatory authorization, which Grantee shall diligently pursue at the request of Grantor. Grantor hereby reserves the right to intervene in any such proceeding. Grantee further agrees to inform Grantor of the progress of any proceeding on such application and to give Grantor prior notice of its intention to take any significant action in connection therewith. In the event the regulations in effect at the time of Grantor's request allow automatic authorization of such tap and meter facilities sufficient to serve Grantor's gas needs, Grantee agrees to act pursuant to the automatic authorization regulations. Grantee's transportation service, if any, to Grantor shall be subject to the availability of capacity on Grantee's system and subject to Grantee's terms of service on file with the Federal Energy Regulatory Commission (FERC), including, without limitation, Grantor's participation in any procedures prescribed thereby for the nondiscriminatory allocation of capacity on the pipeline. For such purposes, this Agreement shall not establish Grantor's priority of service date but Grantee agrees to provide Grantor notice and documents as are necessary to request a contract for interruptible transportation service equal to that afforded other customers seeking interruptible service in accordance with Grantee's FERC Tariff. Grantor shall upon demand fully and promptly pay Grantee for all of Grantee's costs and expenses of installing such tap and meter, and for any necessary regulatory or court filing fees, and for reasonable outside attorneys' fees; and shall also fully and promptly reimburse Grantee for all of Grantee's necessary costs and expenses, for any necessary regulatory or court filing fees, and reasonable outside attorneys' fees, associated with any challenge or protest related to Grantee's authority to provide, or Grantor's right to use, such tap and meter for the delivery of gas.

Exhibit "A"

NATURAL GAS PIPELINE EASEMENT  
AGREEMENT ON TRACT 241W  
PAGE 7

B. Grantor may, at its option, also request that Grantee install and operate an additional tap and meter for the use of a third party, or, if feasible, permit a third party to use the tap and meter installed for Grantor; provided however, that any such installation, operation and/or service for such third party shall be subject to, and contingent upon such third party's satisfaction of, the same terms and conditions as are set forth in Paragraph 22-A for the provision of a tap and meter for Grantor and the rendering of transportation service to Grantor. Upon timely and adequate notice from Grantor and such third party, Grantee shall pursue any necessary regulatory authorizations to provide such tap, meter and/or service to such third party separately or, at the option of Grantor, on a concurrent basis, with its pursuit of regulatory authorizations for service to Grantor. This third-party-service option may be exercised only once by Grantor and shall automatically expire if not exercised by Grantor within 365 days after the commencement of service to Grantor.

23. A. Grantee agrees that Grantor has made no representations whether Easement Tract 241W is adequate or safe for the Operations of the Facilities. Grantee acknowledges that Grantor has disclosed to Grantee, prior to the date hereof, the presence of levels of certain contaminants in certain portions of the soils in Easement Tract 241W which may pose a risk or additional cost to the Operations of the Facilities, to the Facilities, or to the contractors, subcontractors, materialmen, agents, employees, or officers of the Grantee, and Grantee agrees to assume the foregoing risks or costs, whether said contaminated soils are known or unknown to Grantor or Grantee, and regardless of the source, type or extent of any contaminated soils. Grantor represents to Grantee that Grantor has disclosed to Grantee prior to the date hereof all material facts and information in Grantor's possession or control about the condition of the soils on Easement Tract 241W.

B. Grantee shall be responsible for all costs necessary to reduce contamination levels in any soils disturbed by the Operations of the Facilities in Easement Tract 241W to lower the contamination levels to levels established by applicable law, or as required by the United States Environmental Protection Agency (hereinafter "Cleanup Costs").

C. Nothing in this Agreement shall be construed to: (1) to impair or limit in any way Grantee's rights to assert valid claims against responsible third parties to recover

Exhibit "A"

NATURAL GAS PIPELINE EASEMENT  
AGREEMENT ON TRACT 241W  
PAGE 8

Cleanup Costs or other damages; (2) to impose liability on the Grantee for Cleanup Costs or other damages incurred by Grantor or a third party that may be required in the future to the pro rata extent that said Cleanup Costs or damages are not directly attributable to the Operations of the Facilities; or (3) to impose any obligation on the part of the Grantee to pay for Cleanup Costs or other damages on any portion of Easement Tract 241W contaminated after the date hereof by the Grantor in the exercise of the Grantor's rights under Paragraph 12 hereof. Except as expressly provided herein, nothing in this Agreement shall be construed as an admission by the Grantor or the Grantee that either has any legal obligation to reduce the levels of any contaminated soils on Easement Tract 241W.

24. Any notice required herein shall be in writing and served personally on, or sent by certified U.S. Mail to, the authorized representative of the Grantor or Grantee. For purposes of this Agreement, the authorized representative of the Grantor is Keith Hansen, Manager of Property and Water Resources, Kennecott Utah Copper Corporation, or his successor in said position, 8362 West 10200 South, P.O. Box 525, Bingham Canyon, UT 84006-0525. For purposes of this Agreement, the authorized representative of the Grantee is Kirk T. Morgan, Manager of Right of Way, Kern River Gas Transmission Company, or his successor in that position, 295 Chipeta Way, Salt Lake City, UT 84108.

25. TO HAVE AND TO HOLD the above described right-of-way and easements unto the said Grantee, so long as said right-of-way is used for the purposes herein granted, and Grantor hereby agrees to warrant and forever defend all and singular said premises unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

26. It is mutually understood and agreed that this Agreement as written covers and includes 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 hereof.

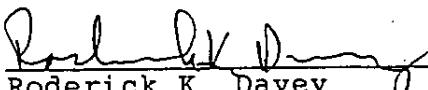
Exhibit "A"

NATURAL GAS PIPELINE EASEMENT  
AGREEMENT ON TRACT 241W  
PAGE 9

Executed this 25<sup>th</sup> day of September, 1991.

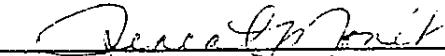
KENNECOTT UTAH COPPER CORPORATION

By

  
Roderick K. Davey  
Its Vice President & General Manager

STATE OF UTAH )  
                  )  
                  ) ss:  
COUNTY OF SALT LAKE )

On the 25<sup>th</sup> day of September, 1991, personally  
appeared before me Roderick K. Davey, the signer of the  
foregoing instrument, who duly acknowledged to me that Kennecott  
Utah Copper Corporation executed the same.

  
NOTARY PUBLIC  
Residing at West Valley, UT

My Commission Expires:  
1-25-92

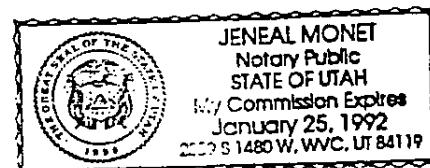


Exhibit "A"

NATURAL GAS PIPELINE EASEMENT  
AGREEMENT ON TRACT 241W  
PAGE 10

Executed this 26<sup>th</sup> day of September, 1991.

KERN RIVER GAS TRANSMISSION COMPANY,  
a Texas Partnership

By Neil T. Morgan  
Its Manager of Right of Way and  
Attorney in Fact

STATE OF UTAH )  
                  )  
                  ) ss:  
COUNTY OF SALT LAKE )

On the 26 day of September, 1991, personally  
appeared before me Neil T. Morgan, the signer of the  
foregoing instrument, who duly acknowledged to me that Kern  
River Gas Transmission Company executed the same.

Kathryn Lamont  
NOTARY PUBLIC  
Residing at Salt Lake

My Commission Expires:  
9-15-92

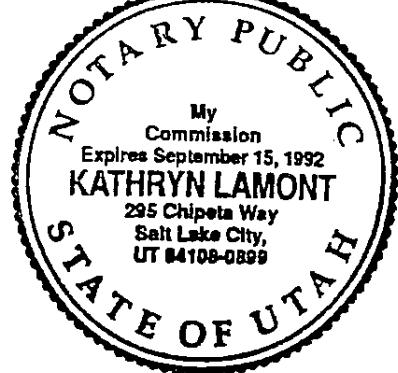


Exhibit "A"

Page 1 of 3

EXHIBIT A TO NATURAL GAS PIPELINE  
EASEMENT AGREEMENT ON TRACT 241W

Easement Tract No. 241W is defined as including the following seven parts:

I. PERMANENT EASEMENT

A 50 FOOT WIDE RIGHT-OF-WAY AND EASEMENT LYING 25 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE NORTH LINE OF A TRACT OF LAND CONVEYED BY "DEED AND ASSIGNMENT", ENTRY NUMBER 4794635, BOOK 6139, PAGES 2979, 3001 AND 3002, TOGETHER WITH "APPLICATION FOR AMENDED CERTIFICATE OF AUTHORITY" ENTRY NUMBER 4887834, BOOK 6202, PAGE 0445, SALT LAKE COUNTY RECORDER, STATE OF UTAH AND NAMING KENNECOTT UTAH COPPER CORPORATION, GRANTEE, SAID POINT BEING NORTH  $89^{\circ} 36' 03''$  WEST 1745.99 FEET ALONG SECTION LINE, (BEARINGS ARE BASED ON UTAH STATE PLANE COORDINATE SYSTEM - CENTRAL ZONE), AND SOUTH  $00^{\circ} 22' 00''$  WEST 940 FEET FROM THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH  $00^{\circ} 22' 00''$  WEST 1704.71 FEET; THENCE SOUTH  $00^{\circ} 20' 43''$  WEST 872.11 FEET; THENCE SOUTH  $00^{\circ} 08' 11''$  EAST 463.46 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID TRACT OF LAND AND THE SOUTH LINE THE NORTH HALF OF THE SOUTH HALF OF SAID SECTION 14.

CONTAINS: 3.50 ACRES

II. NORTHWEST TEMPORARY CONSTRUCTION EASEMENT

BEGINNING AT A POINT NORTH  $89^{\circ} 36' 03''$  WEST 1745.99 FEET ALONG SECTION LINE, AND SOUTH  $00^{\circ} 22' 00''$  WEST 940 FEET AND NORTH  $89^{\circ} 36' 03''$  WEST 25 FEET FROM THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH  $00^{\circ} 22' 00''$  WEST 380.01 FEET; THENCE NORTH  $89^{\circ} 38' 00''$  WEST 55 FEET; THENCE NORTH  $00^{\circ} 22' 00''$  EAST 250 FEET; THENCE SOUTH  $89^{\circ} 38' 00''$  EAST 5 FEET; THENCE NORTH  $00^{\circ} 22' 00''$  EAST 130.04 FEET; THENCE SOUTH  $89^{\circ} 36' 03''$  EAST 50 FEET TO THE POINT OF BEGINNING.

CONTAINS: 0.46 ACRES.

3K8661PG7735  
636248+083

Exhibit "A"

Exhibit A  
Page 2 of 3

III. CENTER WEST TEMPORARY CONSTRUCTION EASEMENT

BEGINNING AT A POINT NORTH  $89^{\circ} 36' 03''$  WEST 1745.99 FEET ALONG SECTION LINE, AND SOUTH  $00^{\circ} 22' 00''$  WEST 1383 FEET AND NORTH  $89^{\circ} 38' 00''$  WEST 25 FEET FROM THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH  $00^{\circ} 22' 00''$  WEST 784.57 FEET; THENCE NORTH  $89^{\circ} 38' 00''$  WEST 55 FEET; THENCE NORTH  $00^{\circ} 22' 00''$  EAST 150 FEET; THENCE SOUTH  $89^{\circ} 38' 00''$  EAST 5 FEET; THENCE NORTH  $00^{\circ} 22' 00''$  EAST 284.57 FEET; THENCE NORTH  $89^{\circ} 38' 00''$  WEST 5 FEET; THENCE NORTH  $00^{\circ} 22' 00''$  EAST 350 FEET; THENCE SOUTH  $89^{\circ} 38' 00''$  EAST 55 FEET TO THE POINT OF BEGINNING.

CONTAINS: 0.96 ACRES.

IV. SOUTHWEST TEMPORARY CONSTRUCTION EASEMENT

BEGINNING AT A POINT NORTH  $89^{\circ} 36' 03''$  WEST 1745.99 FEET ALONG SECTION LINE, AND SOUTH  $00^{\circ} 22' 00''$  WEST 2229.57 FEET AND NORTH  $89^{\circ} 38' 00''$  WEST 25 FEET FROM THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH  $00^{\circ} 22' 00''$  WEST 415.15 FEET; THENCE SOUTH  $00^{\circ} 20' 43''$  WEST 872.22 FEET; THENCE SOUTH  $00^{\circ} 08' 11''$  EAST 463.31 FEET; THENCE NORTH  $89^{\circ} 40' 47''$  WEST 50 FEET; THENCE NORTH  $00^{\circ} 08' 11''$  WEST 462.99 FEET; THENCE NORTH  $00^{\circ} 20' 43''$  EAST 872.44 FEET; THENCE NORTH  $00^{\circ} 22' 00''$  EAST 265.16 FEET; THENCE NORTH  $89^{\circ} 38' 00''$  WEST 5 FEET; THENCE NORTH  $00^{\circ} 22' 00''$  EAST 150 FEET; THENCE SOUTH  $89^{\circ} 38' 00''$  EAST 55 FEET TO THE POINT OF BEGINNING.

CONTAINS: 2.03 ACRES.

~ 26-14-300-001 NW 2 SE

V. NORTHEAST TEMPORARY CONSTRUCTION EASEMENT

BEGINNING AT A POINT NORTH  $89^{\circ} 36' 03''$  WEST 1745.99 FEET ALONG SECTION LINE, AND SOUTH  $00^{\circ} 22' 00''$  WEST 940 FEET AND SOUTH  $89^{\circ} 36' 03''$  EAST 25 FEET FROM THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH  $89^{\circ} 36' 03''$  EAST 25 FEET; THENCE SOUTH  $00^{\circ} 22' 00''$  WEST 129.97 FEET; THENCE SOUTH  $89^{\circ} 38' 00''$  EAST 45 FEET; THENCE SOUTH  $00^{\circ} 22' 00''$  WEST 250 FEET; THENCE NORTH  $89^{\circ} 38' 00''$  WEST 70 FEET; THENCE NORTH  $00^{\circ} 22' 00''$  EAST 379.99 FEET TO THE POINT OF BEGINNING.

CONTAINS: 0.48 ACRES.

~ 26-14-104-001  
~ 26-15-300-004

3K8661 PG 7736

62761084

Exhibit "A"

Exhibit A  
Page 3 of 3

VI. CENTER EAST TEMPORARY CONSTRUCTION EASEMENT

BEGINNING AT A POINT NORTH  $89^{\circ} 36' 03''$  WEST 1745.99 FEET ALONG SECTION LINE, AND SOUTH  $00^{\circ} 22' 00''$  WEST 1383 FEET AND SOUTH  $89^{\circ} 38' 00''$  EAST 25 FEET FROM THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH  $89^{\circ} 38' 00''$  EAST 70 FEET; THENCE SOUTH  $00^{\circ} 22' 00''$  WEST 350 FEET; THENCE NORTH  $89^{\circ} 38' 00''$  WEST 45 FEET; THENCE SOUTH  $00^{\circ} 22' 00''$  WEST 284.57 FEET; THENCE SOUTH  $89^{\circ} 38' 00''$  EAST 45 FEET; THENCE SOUTH  $00^{\circ} 22' 00''$  WEST 150 FEET; THENCE NORTH  $89^{\circ} 38' 00''$  WEST 70 FEET; THENCE NORTH  $00^{\circ} 22' 00''$  EAST 784.57 FEET TO THE POINT OF BEGINNING.

CONTAINS: 0.97 ACRES.

~ 26-14-200-004 NW NE  
~ 26-15-200-004

VII. SOUTHEAST TEMPORARY CONSTRUCTION EASEMENT

BEGINNING AT A POINT NORTH  $89^{\circ} 36' 03''$  WEST 1745.99 FEET ALONG SECTION LINE, AND SOUTH  $00^{\circ} 22' 00''$  WEST 2229.57 FEET AND SOUTH  $89^{\circ} 38' 00''$  EAST 25 FEET FROM THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH  $89^{\circ} 38' 00''$  EAST 70 FEET; THENCE SOUTH  $00^{\circ} 22' 00''$  WEST 150 FEET; THENCE NORTH  $89^{\circ} 38' 00''$  WEST 45 FEET; THENCE SOUTH  $00^{\circ} 22' 00''$  WEST 265.13 FEET; THENCE SOUTH  $00^{\circ} 20' 43''$  WEST 871.90 FEET; THENCE SOUTH  $00^{\circ} 08' 11''$  EAST 463.78 FEET; THENCE NORTH  $89^{\circ} 40' 47''$  WEST 25 FEET; THENCE NORTH  $00^{\circ} 08' 11''$  WEST 463.62 FEET; THENCE NORTH  $00^{\circ} 20' 43''$  EAST 872.11 FEET; THENCE NORTH  $00^{\circ} 22' 00''$  EAST 415.14 FEET TO THE POINT OF BEGINNING.

CONTAINS: 1.16 ACRES.

~ 26-14-300-001 NW SE

3K 8661 PG 7737

6K 6352 PG 1065

EXHIBIT "B"  
OM ENTERPRISES COMPANY  
SALT LAKE COUNTY, UTAH  
L.L. No. K-UT-SL-241W  
SHEET 1 OF 1

**FIFTY (50) FOOT WIDE PERMANENT EASEMENT**

Being a fifty (50) foot wide permanent easement lying twenty five (25) feet Easterly and twenty five (25) feet Westerly of the following described Survey line.

Said fifty (50) foot permanent easement extending over, though and across a portion of a certain tract conveyed to OM Enterprises Company, and being located in the North Half and the North Half of the South Half of Section 14, Township 3 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah. Said tract being more particularly described in Deed Book 6139, Page 2979 of the Deed Records of Salt Lake County, Utah, said Survey line being more particularly described as follows:

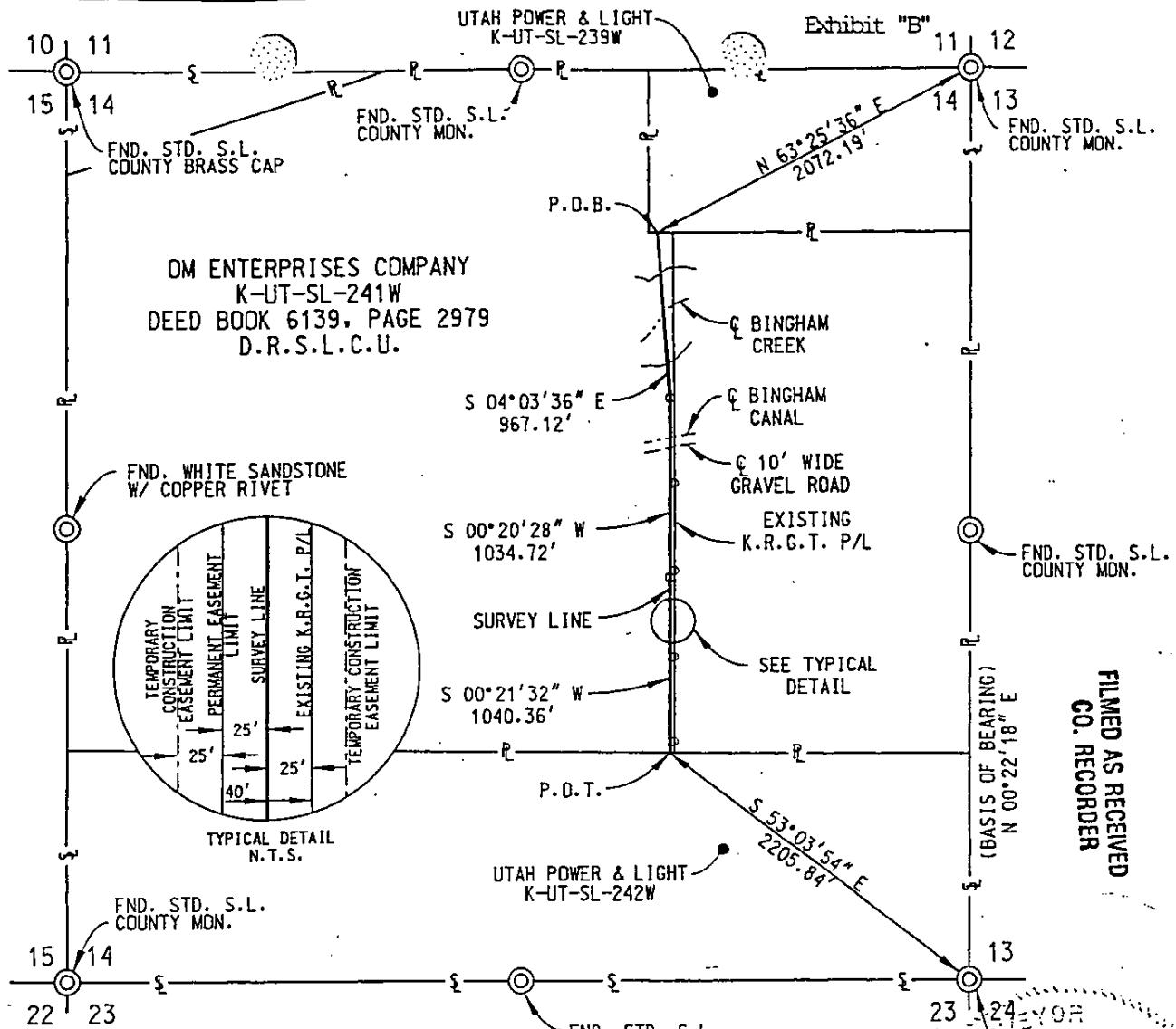
Beginning at a point on the Southern most Northerly line of said tract, from which an Standard Salt Lake County Monument found marking the Northeast corner of said Section 14 bears North  $62^{\circ}14'46''$  East, a distance of 1992.13 feet;

THENCE South  $00^{\circ}11'11''$  East, a distance of 963.18 feet to a point;

THENCE South  $00^{\circ}20'28''$  West, a distance of 1035.69 feet to a point;

THENCE South  $00^{\circ}21'32''$  West, a distance of 1040.40 feet to the point of terminus on the South line of said tract, from which an Standard Salt Lake County Monument found marking the Southeast corner of said Section 14 bears South  $52^{\circ}40'31''$  East, a distance of 2185.79 feet, said easement being 184.20 rods in length and contains 3.49 acres of land.

8K8661 PG 7738



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

0 1000 2000 3000  
SCALE IN FEET

NOTES:

1. BEARINGS AND DISTANCES ARE BASED ON THE "UTAH COORDINATE SYSTEM 1983 CENTRAL ZONE", DERIVED FROM GPS METHODS. SCALE FACTOR OF 0.999741693 APPLIED TO RODDAGE AND ACREAGE.
2. BASIS OF BEARING EAST LINE OF SECTION 14 BEING N 00°22'18" E.
3. EASEMENT SURVEY AUGUST 2001.
4. PREPARED BY: UNIVERSAL ENSCO, INC. 1811 BERING DR. HOUSTON, TX. 77057

I HEREBY CERTIFY THAT THIS PLAT IS A TRUE 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 & TEMP. CONSTRUCTION EASEMENTS CROSSING PROPERTY OF OM ENTERPRISES COMPANY T 3 S - R 2 W, SECTION 14 SALT LAKE COUNTY, UTAH						
NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CHK.	APP.	DRAWN BY:	UEI	DATE:	1-02-2002	ISSUED FOR BID:	SCALE: 1" = 1000'
							CHECKED BY:	UEI	DATE:	1-02-2002	ISSUED FOR CONSTRUCTION:	
							APPROVED BY:		DATE:		DRAWING NUMBER:	
											TIMEZ ZPATHZ	K-UT-SL-241W
												SHEET OF

BK 8661 PG 7739

Exhibit "B"

OM ENTERPRISES COMPANY  
SALT LAKE COUNTY, UTAH  
L.L. No. K-UT-SL-241W  
SHEET 1 OF 4

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

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

Said fifty (50) foot and twenty five (25) foot wide permanent easement extending over, though and across a portion of a certain tract conveyed to OM Enterprises Company, and being located in the North Half and the North Half of the South Half of Section 14, Township 3 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah. Said tract being more particularly described in Deed Book 6139, Page 2979 of the Deed Records of Salt Lake County, Utah, said Survey line being more particularly described as follows:

Beginning at a point on the Southern most Northerly line of said tract, from which an Standard Salt Lake County Monument found marking the Northeast corner of said Section 14 bears North  $63^{\circ}25'36''$  East, a distance of 2072.19 feet;

THENCE South  $04^{\circ}03'36''$  East, a distance of 967.12 feet to a point of convergence whereas said fifty (50) foot wide permanent easement ends and said twenty five (25) foot wide permanent easement begins, continuing along the herein described Survey line;

THENCE South  $00^{\circ}20'28''$  West, a distance of 1034.72 feet to a point;

THENCE South  $00^{\circ}21'32''$  West, a distance of 1040.36 feet to the Point of Terminus on the South line of said tract, from which an Standard Salt Lake County Monument found marking the Southeast corner of said Section 14 bears South  $52^{\circ}56'51''$  East, a distance of 2205.84 feet, said easement being 184.38 rods in length and contains 2.30 acres of land.

3K8661PG7740

Exhibit "B"

OM ENTERPRISES COMPANY (Continued)

SALT LAKE COUNTY, UTAH

L.L. No. K-UT-SL-241W

SHEET 2 OF 4

**TEMPORARY CONSTRUCTION EASEMENT**

Being a twenty five (25) foot wide temporary construction easement, adjoined to and parallel with the Westerly line of the herein described permanent easement and a fifteen (15) foot wide temporary construction easement, adjoined to and parallel with the East line of herein described permanent easement, both temporary construction easements beginning at the Southerly most Northern line of said tract and extending in a Southerly direction 967.12 along said Survey line, thence continuing with a twenty five foot (25) foot wide temporary construction easement, adjoined to and parallel with the Westerly line of the herein described permanent easement and a forty (40) foot wide temporary construction easement adjoined to and parallel with the East line of herein described permanent easement and said Survey line extending 2075.08 feet in a Southerly direction to the South line of said tract, extending or shortening the side lines of the temporary construction easement at the beginning and termination of the temporary construction easement to intersect with the North and South lines of said tract, and contains 3.98 acres of land.

**ADDITIONAL TEMPORARY WORK SPACE**

Being a twenty (20) foot wide strip of land, adjoined to and parallel with the Easterly line of the herein described temporary construction easement, beginning at a point 135.06 feet Southerly of the intersection of the Southern most Northerly line of said tract and the Easterly line of the herein described temporary construction easement, and extending 80.23 feet in a Southerly direction, extending or shortening the side lines of the additional temporary work space at the termination to intersect with the Northerly bank of Bingham Creek, and contains 0.03 acres of land.

Being a fifty (50) foot wide strip of land, adjoined to and parallel with the Westerly line of the herein described temporary construction easement, beginning at a point 191.38 feet Southerly of the intersection of the Southern most Northerly line of said tract and the Westerly line of the herein described temporary construction easement, and extending 81.11 feet in a Southerly direction, extending or shortening the side lines of the additional temporary work space at the termination to intersect with the Northerly bank of Bingham Creek, and contains 0.10 acres of land.

3K8661PG7741

Exhibit "B"

OM ENTERPRISES COMPANY (Continued)

SALT LAKE COUNTY, UTAH

L.L. No. K-UT-SL-241W

SHEET 3 OF 4

Being a forty (40) foot wide strip of land, adjoined to and parallel with the Easterly line of the herein described temporary construction easement, beginning at a point 1669.73 feet Northerly of the intersection of the South line of said tract and the Easterly line of the herein described temporary construction easement, and extending 100.00 feet in a Northerly direction, extending or shortening the side lines of the additional temporary work space at the termination to intersect with the Southerly bank of the Bingham Canal, and contains 0.10 acres of land.

Being a fifty (50) foot wide strip of land, adjoined to and parallel with the Westerly line of the herein described temporary construction easement, beginning at a point 1644.60 feet Northerly of the intersection of the South line of said tract and the Westerly line of the herein described temporary construction easement, and extending 108.92 feet in a Northerly direction, extending or shortening the side lines of the additional temporary work space at the termination to intersect with the Southerly bank of the Bingham Canal, and contains 0.12 acres of land.

Being a forty (40) foot wide strip of land, adjoined to and parallel with the Easterly line of the herein described temporary construction easement, beginning at a point 1989.34 feet Northerly of the intersection of the South line of said tract and the Easterly line of the herein described temporary construction easement, and extending 132.29 feet in a Southerly direction, extending or shortening the side lines of the additional temporary work space at the termination to intersect with the Northerly bank of the Bingham Canal, and contains 0.12 acres of land.

Being a fifty (50) foot wide strip of land, adjoined to and parallel with the Westerly line of the herein described temporary construction easement, beginning at a point 1966.25 feet Northerly of the intersection of the South line of said tract and the Westerly line of the herein described temporary construction easement, and extending 125.00 feet in a Southerly direction, extending or shortening the side lines of the additional temporary work space at the termination to intersect with the Northerly bank of the Bingham Canal, and contains 0.15 acres of land.

Being a twenty (20) foot wide strip of land, adjoined to and parallel with the Easterly line of the herein described temporary construction easement, beginning at a point 2094.14 feet Northerly of the intersection of the South line of said tract and the Easterly line of the herein described temporary construction easement, and extending 200.00 feet in a Northerly direction, extending or shortening the side lines of the additional temporary work space at the termination to intersect with the Southerly bank of Bingham Creek, and contains 0.09 acres of land.

8K8661 PG7742

Exhibit "B"

OM ENTERPRISES COMPANY (Continued)  
SALT LAKE COUNTY, UTAH  
L.L. No. K-UT-SL-241W  
SHEET 4 OF 4

Being a fifty (50) foot wide strip of land, adjoined to and parallel with the Westerly line of the herein described temporary construction easement, beginning at a point 2055.35 feet Northerly of the intersection of the South line of said tract and the Westerly line of the herein described temporary construction easement, and extending 200.00 feet in a Northerly direction, extending or shortening the side lines of the additional temporary work space at the termination to intersect with the Southerly bank of Bingham Creek, and contains 0.23 acres of land.

Job #4701.700  
Reference Drawing K-UT-SL-241W  
Basis of Bearing East line of Section 14 being N 00°22'18" E

Date: 2-27-02

  
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Gary Henry Greer PLS #373234  
Professional Land Surveyor

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