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10/07/2002 03:46 PM 51.00  
Book - 8661 Pg - 7744-7763  
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 20 P.

Recorded at the request of  
Kern River Gas Transmission Company

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. 26-23-200-006

**THIS DOCUMENT IS BEING RERECORED TO CLARIFY THE TOTAL  
WIDTH OF THE RIGHT OF WAY IS 75 FEET AS INDICATED IN EXHIBITS  
"B". THIS DOCUMENT HAS PREVIOUSLY BEEN RECORDED ON 7/29/02 AS  
DOCUMENT NUMBER 8304477, BOOK 8624, PAGE 8582-8601.**

**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 243W (the "Original Easement") recorded in the official records of the Salt Lake County Recorder May 21, 1990, Entry No. 4919204, Book 6222, Page 1317, Kennecott Utah Copper Corporation, a Delaware corporation, conveyed to Wyoming-California Pipeline Company 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. Wyoming-California Pipeline Company assigned all its right, title and interest to Kern River Gas Transmission Company on February 14, 1991.

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").

8K8661PG7744

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.

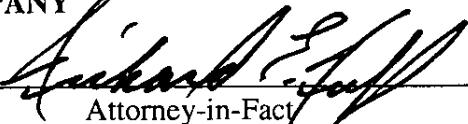
3K8661PG7750

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:   
Title: VP Resource Development  
GRANTOR

KERN RIVER GAS TRANSMISSION  
COMPANY

By:   
Attorney-in-Fact  
GRANTEE

ALL PURPOSE ACKNOWLEDGMENT

STATE OF UTAH )

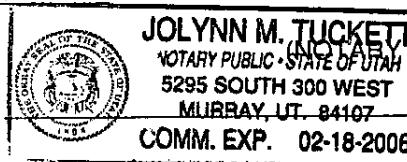
COUNTY OF SALT LAKE )

On September 19, 2002, before me, JOLYNN M. TUCKETT  
JONATHAN F. CALENDAR 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 )

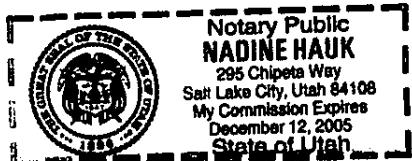
On July 2nd, 2002, before me, Nadine Hauk personally appeared

Richard E. Huff

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



(NOTARY SEAL)

4919204

## WYOMING-CALIFORNIA PIPELINE COMPANY

## EXCLUSIVE RIGHT OF WAY AND EASEMENT AGREEMENT

STATE OF UTAH ) LL 153U-2-174  
                   )ss  
 COUNTY OF SALT LAKE ) CO 89913

KNOW ALL MEN BY THESE PRESENTS; THAT the undersigned, hereinafter called Grantor (whether one or more) for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, paid by Wyoming-California Pipeline Company, a Colorado General Partnership, P. O. Box 1087, Colorado Springs, Colorado 80944, hereinafter referred to as Grantee, 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, said right of way and easement herein and hereby granted being one hundred fifty (150) feet in width during construction of the pipeline, said width being 100 feet on the Northeasterly side of permanent centerline and 50 feet from the Southwesterly side of said permanent centerline and fifty (50) feet in width thereafter, 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 following described land, situated in Salt Lake County, State of Utah, the centerline of which is shown on Land Plat marked Exhibit "A" attached hereto and made a part hereof, to-wit:

4919204  
 B-2 21 MAY 90 03:02 PM  
 KATIE L. DIXON  
 RECORDER, SALT LAKE COUNTY, UTAH  
 WYCAL  
 PO BOX 1087 COLORADO SPRINGS, CO 80944  
 ATTN: LAND DEPT.

The North 174.54 rods of the East 110 rods of  
 Section 23, Township 3 South, Range 2 West, Salt  
 Lake Base and Meridian.

ALSO, EXCEPTING THEREFROM the following  
 described property which has been conveyed to Utah  
 Power and Light by that certain Warranty Deed dated  
 April 2, 1963, and recorded April 5, 1963, as Entry  
 No. 1910919, in Book 2036, Page 253, of Official  
 Records.

BEGINNING at the intersection of the North  
 boundary line of the Grantors' land and the said  
 Southwesterly line of Grantees' right of way at a  
 point 791 feet West, more or less, from the  
 Northeast corner of Section 23, Township 3 South,  
 Range 2 West, Salt Lake Meridian, and running  
 thence South 37°27' East 1302 feet, more or less,  
 along said Southwesterly right of way line to the

RECORDED  
 BY: REBECCA GRAY, DEPUTY  
 RECORDER, CO. RECORDER  
 4919204  
 POOR COPY.

4919204-3-7

Exhibit "A"

East boundary line of Grantors' land; thence South 181 feet, more or less, along said East boundary line to a point 110 feet perpendicularly distant Southwesterly from an extension of the above-described Northeasterly boundary line of this tract of land; thence North 37° 27' West 2530 feet, more or less, to the North boundary line of Grantors' Land; thence East 139 feet, more or less, along said North boundary line to the Point of Beginning, also called Tax Parcel 200-006, Tax Map 26-33-22, Section 23.

Refer to Exhibit "B" attached hereto and made a part hereof for additional provisions applicable to this Easement Agreement.

• POOR COPY.  
CO. RECORDER

SIDWELL NUMBER  
CHANGING TO  
26-23-100,000  
26-23-100,004

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 purposes of constructing, inspecting, repairing, protecting and maintaining the pipeline and the removal or replacement of same at will, either in whole or in part, and the replacement of said pipeline with either like or different size pipe. During temporary periods Grantee may use such portions of the property along and adjacent to said right of way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of said pipeline.

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

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, same shall be braced in order to prevent slackening of the wires along the fence in each direction from Grantee's temporary gap.

In the event that the above described lands are being used for the growing of any crop which requires irrigation at the time the pipeline is under construction, Grantee agrees to install and operate flumes across the right of way 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 said lands, and also agrees to replace or repair any levees or banks disturbed or damaged by Grantee's operations on said lands.

6034

8K622298-348

8K8661PG7754

**Exhibit "A"**

Grantee agrees to bury its pipeline to a depth not less than sixty (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 line is laid, and where said pipeline crosses an irrigation canal or drainage ditch, the top of the pipe shall be buried at least sixty (60) inches below the lowest point of the channel where said pipeline crosses any such drainage ditch or canal.

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

Grantee shall remove all stakes or posts which it, its contractors or agents, may have put into the ground, and level all ruts and depressions caused by its construction operations.

The rights, titles and privileges herein granted shall be assignable in whole or in part, and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

TO HAVE AND TO HOLD the above described right of way and rights unto the said Grantee, so long as said right of way is used for the purposes herein granted, and Grantor (jointly and severally, if more than one) 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.

In addition to all of the 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.

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 pipeline and no road, reservoir, excavation, change of 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.

-POOR COPY-  
CO. RECORDER

6034

BRK 222296-1319

BK8881910  
BK8881910

Exhibit "A"

It is mutually understood and agreed that this right of way grant 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.

Executed this 3rd day of May, 1990.

James Cunningham

James Cunningham

Ralph W. Bastian

Flora E. Bastian

6034

AK6222751320

BK8661PG7756

Exhibit "A"

ACKNOWLEDGEMENT

STATE OF UTAH

) SS

COUNTY OF SALT LAKE

On the 300 day of MAY, 1990, personally  
appeared before me RALPH W. BASTIAN AND FLORA E. BASTIAN

the signer S of the foregoing instrument, who duly acknowledged to me  
that THEY executed the same.

Attala

Notary Public

Residing at: WEST JORDAN, UTAH

My Commission Expires:

My Commission Expires Sept. 21, 1990

STATE OF

)

) SS

COUNTY OF

)

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally  
appeared before me \_\_\_\_\_

the signer \_\_\_\_\_ of the foregoing instrument, who duly acknowledged to me  
that \_\_\_\_\_ executed the same.

Notary Public

Residing at:

My Commission Expires:

852222P67152

3K8661P67157



Exhibit "A"

1530-2-174

- 1) Grantee will surrender easement if the pipeline is not built within five (5) years.
- 2) Grantee agrees to allow the Grantor to remove the top twelve (12) inches of topsoil providing that forty (40) inches of cover is maintained over Grantee's pipeline.

6034

BR622229+323

8K8661PG7759

EXHIBIT "B"  
OM ENTERPRISES COMPANY  
SALT LAKE COUNTY, UTAH  
L.L. No. K-UT-SL-243W  
SHEET 1 OF 1

**FIFTY (50) FOOT WIDE 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 description Survey line.

Said fifty (50) foot wide permanent easement extending over, through and across a portion of certain tract conveyed to OM Enterprises Company, and being located in the East half of Section 23, Township 3 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah. Said 116.42 acre tract being more particularly described in Deed Book 6455, Page 279 of the Deed Records of Salt Lake County, Utah, said Survey line being more particularly described as follows:

Beginning at a point on the North line of said Section 23, from which a standard Salt Lake County Brass Cap marked "SLC. 1961" found marking the Northeast corner of said Section 23 bears South  $89^{\circ}41'44''$  East, a distance of 1086.49 feet;

THENCE South  $37^{\circ}04'05''$  East, a distance of 1789.11 feet to a point of terminus on the East line of said Section 23, from which a standard Salt Lake County Brass Cap marked "S.L.C. 1961" found marking the East Quarter corner of said Section 23 bears South  $00^{\circ}19'30''$  West a distance of 1218.88 feet. Said easement being 108.43 rods in length and contains 2.05 acres of land.

3K866199760

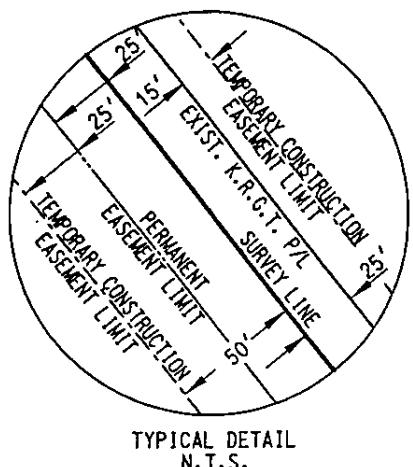
Exhibit "B"

FND STD. SALT LAKE  
COUNTY BRASS CAP  
MARKED "S.L.C. 1961"

UTAH POWER AND LIGHT COMPANY  
K-UT-SL-242W

FND STD. SALT LAKE  
COUNTY BRASS CAP  
MARKED "S.L.C. 1961"

(BASIS OF BEARING)  
S 89° 41' 44" E



SURVEY LINE

S 37° 04' 05" E  
1840.91'

SEE TYPICAL DETAIL

OM ENTERPRISES COMPANY  
K-UT-SL-243W  
DEED BOOK 6455, PAGE 279  
D.R.S.L.C.U.  
116.42 ACRES

UTAH POWER AND LIGHT COMPANY  
K-UT-SL-244W

FILMED AS RECEIVED  
CO. RECORDER

BK 866 | PG 761

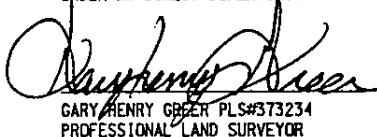
FND STD. SALT LAKE  
COUNTY, BRASS CAP  
MARKED "SLC. 1961"

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.W. = DEED RECORDS OF  
SALT LAKE COUNTY, UTAH

0 600 1200 1800  
SCALE IN FEET

I HEREBY CERTIFY THAT THIS  
PLAT IS A TRUE REPRESENTATION  
OF A SURVEY MADE BY ME OR  
UNDER MY DIRECT SUPERVISION.

  
GARY HENRY GREEN PLS#373234  
PROFESSIONAL LAND SURVEYOR

NOTES:

1. BEARINGS AND DISTANCES ARE BASED ON THE "UTAH COORDINATE SYSTEM 1983  
CENTRAL ZONE", DERIVED FROM GPS METHODS. SCALE FACTOR OF  
0.999976766 APPLIED TO RODDAGE AND ACREAGE.
2. BASIS OF BEARING NORTH LINE OF SECTION 23 BEING S 89° 41' 44" E
3. EASEMENT SURVEY AUGUST 2001.
4. PREPARED BY: UNIVERSAL ENSCO, INC. 1811 BERING DR. HOUSTON, TX. 77057

KERN RIVER GAS TRANSMISSION COMPANY  
PROPERTY PLAT  
PERMANENT, TEMPORARY CONST. & A.T.W.S. EASEMENTS  
CROSSING PROPERTY OF  
OM ENTERPRISES COMPANY  
T 3 S - R 2 W, SECTIONS 23  
SALT LAKE COUNTY, UTAH

  
GAS PIPELINE

DRAWING NO.			REFERENCE TITLE				

NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CHK	APP.	DRAWN BY: UEI	DATE: 01-02-2002	ISSUED FOR BID:	SCALE: 1" = 600'	SHEET 1 OF 1
							CHECKED BY: UEI	DATE: 01-02-2002	ISSUED FOR CONSTRUCTION:		
							APPROVED BY:	DATE:	DRAWING NUMBER: K-UT-SL-243W XNAME: XPAHX		

Exhibit "B"

OM ENTERPRISES COMPANY  
SALT LAKE COUNTY, UTAH  
L.L. No. K-UT-SL-243W  
SHEET 1 OF 2

**A (25) FOOT WIDE PERMANENT EASEMENT**

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

Said (25) foot wide permanent easement extending over, through and across a portion of certain 116.42 acre tract conveyed to OM Enterprises Company, and being located in the East half of Section 23, Township 3 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah. Said 116.42 acre tract being more particularly described in Deed Book 6455, Page 279 of the Deed Records of Salt Lake County, Utah, said Survey line being more particularly described as follows:

Beginning at a point on the North line of said Section 23, from which a standard Salt Lake County Brass Cap marked "SLC. 1961" found marking the Northeast corner of said Section 23 bears South 89°41'44" East, a distance of 1117.94 feet;

THENCE South 37°04'05" East, a distance of 1840.91 feet to a point of terminus on the East line of said Section 23, from which a standard Salt Lake County Brass Cap marked "S.L.C. 1961" found marking the East Quarter corner of said Section 23 bears South 00°19"30" West a distance of 1177.71 feet. Said easement being 111.57 rods in length and contains 1.07 acres of land.

**TEMPORARY CONSTRUCTION EASEMENT**

Being a twenty five (25) foot wide strip of land, adjoined to and parallel with the Southwesterly line of the herein described permanent easement, and a forty (40) foot wide strip of land, adjoined to and parallel with the Survey 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 East lines of said Section 23, and containing a total of 2.75 acres of land.

8K8661 PG7762

Exhibit "B"

OM ENTERPRISES COMPANY (Continued)  
SALT LAKE COUNTY, UTAH  
L.L. No. K-UT-SL-243W  
SHEET 2 OF 2

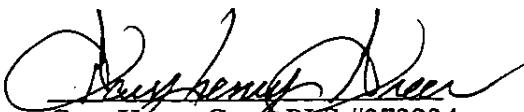
**ADDITIONAL TEMPORARY WORK SPACE**

Being a forty (40) foot wide strip of land, adjoined to and parallel with the Northeasterly line of the herein described temporary construction easement, beginning at a point 135.56 feet Northwesterly from the intersection of the East line of said Section 23 and the Northeasterly line of the herein described temporary construction easement, and extending 127.33 feet in a Southeasterly direction, extending and shortening the side lines of the additional temporary work space at the termination to intersect with the West edge of 5600 West Street (10' wide dirt road), and contains 0.09 acres of land.

Being a twenty five (25) foot wide strip of land, adjoined to and parallel with the Southwesterly line of the herein described temporary construction easement, beginning at a point 133.23 feet Northwesterly from the intersection of the East line of said Section 23 and the Southwesterly line of the herein described temporary construction easement, and extending 125.00 feet in a Southeasterly direction, extending and shortening the side lines of the additional temporary work space at the termination to intersect with the West edge of 5600 West Street (10' wide dirt road), and contains 0.08 acres of land.

Job #4701.700  
Reference Drawing K-UT-SL-243W  
Basis of bearing North line of Section 23 being S 89°41'44" E

Date: 2-27-02

  
Gary Henry Green PLS #373234  
Professional Land Surveyor

8K8661PG7763