

When Recorded Return to:
 Kern River Gas Transmission Company
 Land and Environment
 Attn: Stephan Krubel
 P.O. Box 582000, Mailstop 2L3
 Salt Lake City, Utah 84158-2000

Parcel Numbers 27-30-300-006

8761983
 08/06/2003 09:00 AM 40.00
 Book - 8857 Pg - 3973-3988
 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 KERN RIVER GAS TRANSMISSION CO
 PO BOX 582000 MAILSTOP 213
 SLC UT 84158-2000
 BY: SEM, DEPUTY - WI 16 p.

SPECIFIC ENCROACHMENT AGREEMENT

THIS AGREEMENT, entered into this 22 day of July 2003, by and between Kern River Gas Transmission Company, a Texas general partnership, with offices located at 295 Chipeta Way, Salt Lake City, Utah 84108, ("Kern River") and Bowler Properties, L.C., a Utah limited liability company, with offices located at 7094 South Redwood Road, West Jordan, Utah 84084, ("Bowler Properties"). As used herein, Bowler Properties shall include the agents, contractors, employees and representatives of Bowler Properties. Kern River and Bowler Properties are sometimes jointly called "The Parties."

WITNESSETH THAT WHEREAS, by the following Exclusive Right-of-Way and Easement, and Amendment to Right-of-Way and Easement (hereinafter collectively called the "Easement") recorded in the Salt Lake County Recorder's Office, Salt Lake City, Utah:

<u>Instrument</u>	<u>Entry No.</u>	<u>Book</u>	<u>Page</u>	<u>Date Recorded</u>	<u>Parcel #</u>	<u>File No.</u>
Easement	5313800	6503	1822	8/19/92	27-30-300-006	255W
Amendment	8142426	8563	2513	2/5/02	27-30-300-006	255W

Kern River owns and operates 2 large diameter interstate natural gas pipelines (hereinafter called "Pipelines"). This 75-foot wide Easement for the Pipelines is located within the Southwest Quarter of Section 30, Township 3 South, Range 1 West, SLB&M, Salt Lake County, Utah.

WHEREAS, Bowler Properties warrants that it is now owner in fee simple of the above-described land where Kern River's Pipelines and associated Easement are located.

WHEREAS, Bowler Properties desires to develop property located adjacent to the Easement into a residential subdivision. As part of its development, Bowler Properties proposes to construct, operate and maintain utilities, signs, curb and gutter and a road across the Easement (hereinafter called the "Facilities"). These Facilities are more specifically described and shown in Exhibit A attached herein.

WHEREAS, Kern River is willing to consent to Bowler Properties' construction, operation and maintenance of said Facilities within its Easement subject to certain conditions.

THEREFORE, in consideration of the mutual promises and benefits contained herein, Kern River hereby consents to Bowler Properties construction, operation and maintenance of the Facilities within the Easement, as described in Exhibit A, subject to the following conditions:

1. **AUTHORIZATION:** Bowler Properties hereby represent and warrants that it has or will obtain all appropriate agreements, approvals, authorizations, certificates, licenses, zoning and permits from any and all agencies public and private for the encroachment activities agreed herein.

2. **COSTS:** Bowler Properties shall cause all construction activities including, but not limited to, surveying, leveling, grading, compacting, removal, reclaiming, restoration, revegetation, re-contouring and construction of any improvements or Facilities to be completed at no cost or expense to Kern River.

3. **INSPECTION AND REIMBURSEMENT:** The Parties agree that Kern River shall provide at least one onsite Inspector while Bowler Properties is working within Kern River's easement. All of Bowler Properties' work within Kern River's easement shall be performed to the satisfaction of the Inspector. In the event Inspector deems Bowler Properties' work within its easement to be unsafe, of poor quality or inconsistent with Kern River's Encroachment Standards (attached as Exhibit B and incorporated herein). Inspector is authorized to stop all of Bowler Properties' work within the easement until the appropriate corrective measures are implemented.

4. **ONE-CALL NOTICES:** So that Kern River may schedule its Inspector(s) and not delay the proposed work, Bowler Properties shall notify Kern River through the "Blue Stakes One-Call Service" or such other one-call notification service which in the future may replace the "Blue Stakes One-Call Service," a minimum of 48 hours before excavation or grading work commences on or near Kern River's Easement.

5. **CATHODIC PROTECTION:** The parties agree that all metallic utility lines crossing Kern River's pipeline shall have cathodic test leads connecting both the utility and the pipeline. Kern River will install, at Kern River's expense, such test leads on its pipeline if required.

6. **GENERAL REQUIREMENTS:** All buried lines crossing Kern River's Easement must cross at an angle of 90 degrees or near 90 degrees. The crossing angle must be maintained across the entire width of Kern River's Easement. Further, all buried lines crossing the pipelines shall maintain a minimum separation of 24-inches between the two facilities, with the same depth carried across the entire pipeline Easement. As a protective measure, a six-inch wide vinyl warning tape shall be buried 12 to 18 inches above the crossing utility line and extend across the entire pipeline Easement. Sufficient conduit shall be installed across the Easement so as to allow for future utilities and to reduce the possibility of future encroachments. No fire hydrants, manholes or thrust blocks are allowed within the Easement.

7. **STREETS:** Any streets or roads constructed over the Kern River Pipeline for normal traffic shall maintain no less than five and one half feet (5'-6") of cover from top of pipe to the

finished grade. A concrete slab shall be placed underneath the portion of the road located within the Easement. Concrete slabs shall be constructed according to Kern River's Standard Drawing KA-A-12-003 attached as Exhibit D or as directed by Kern River's onsite inspector. Any road or street crossing Kern River's facilities utilized by large construction type vehicles or other types of heavy equipment will be constructed and maintained as directed by Kern River's Inspector. These crossings shall be reviewed in the field, on an individual basis, by Kern River inspectors ensuring appropriate protection of the pipeline. This condition shall apply to any future construction of roads and streets as well as the present project. Any roads, or streets installed under this agreement shall be at locations shown on Exhibit A.

8. LIMITATIONS AND ADDITIONAL UTILITY LINES: This encroachment agreement shall apply only to the improvements specified herein. Any further encroachment or other encroachments shall require a separate encroachment agreement. Notwithstanding the provisions of this paragraph, most utility crossings can be accommodated by Kern River's standard Encroachment Permit, Form KRGT 1009 (01/03), prior to installation of said utilities, so long as these lines are routine in nature and meet the Encroachment Specifications in Exhibit B.

9. RESTORATION: Bowler Properties shall be responsible for restoration of all disturbed land and damages on Kern River's Easement caused by Bowler Properties, its contractor agents and employee's for any reason during the construction or future maintenance of the activities authorized herein.

10. EXCAVATION TECHNIQUES: Should the pipeline need to be exposed for any reason, the following shall apply: Excavating closer than 5 feet to the pipeline shall be done by hand until the pipeline is exposed and shall be done only in the presence of Kern River's Inspector. After the pipe has been exposed, excavation equipment must be positioned so that from the point of operations the equipment will not reach within 2 feet of the pipeline. Final stripping on the sides and top of the pipe shall be by hand tools.

11. FENCES: Fences shall be installed by Bowler Properties to define the Pipeline Corridor, any fences installed shall be the sole responsibility of Bowler Properties and any costs incurred for fence installation shall be borne by Bowler Properties. The type and location of fence shall be decided in the field by mutual agreement of the parties. Openings in said fence for road crossings shall be at locations designated by Kern River's Inspector. Bowler Properties shall maintain fences for the duration of the project.

12. BLASTING: Should blasting be required for the project, a blasting plan must be submitted to Kern River for review and approval. No blasting may take place without written consent from Kern River.

13. PIPELINE MAINTAINANCE: The parties agree that if the Pipelines are excavated and exposed as part of this project, Kern River will be given the opportunity to inspect and perform maintenance on one or both of its Pipelines before they are reburied. This pipeline inspection and maintenance will be at Kern River's expense.

14. **FUTURE MAINTENANCE:** Kern River reserves the right to remove any of Bowler Properties' Facilities or improvements if in Kern River's judgment it is reasonably necessary to do so in order to construct, alter, inspect, maintain, repair, remove or replace gas transmission facilities or communication cable facilities located within Kern River's Easement or in order to construct or install new facilities. In such events, should Bowler Properties desire to replace or repair such improvements including any pavement removed by Kern River in the exercise of its rights, the repair or replacement shall be the sole responsibility of Bowler Properties and shall be done at no expense to Kern River.

15. **CLARIFICATION OF RIGHTS:** Kern River, its successors and assigns, retain all rights that Kern River has under its Right of Way and Easement Agreements. Although the Parties foresee the use of the Easement in a mutually agreeable manner, Bowler Properties' use under this Agreement is subordinate to Kern River's rights under its Easement. Bowler Properties, its successors, agents, contractors and assigns, agree to cooperate with Kern River at such times that Kern River needs to access the right of way or pipeline facilities. In particular, Bowler Properties agrees to move any personal property such as equipment, vehicles, trailers, etc. that would prevent Kern River from reasonably accessing said right of way and pipeline facilities in a timely manner. Bowler Properties agrees that its occupancy and use of the Easement shall not: A.) prevent the timely and easy movement of Bowler Properties' personal property from the Easement or B.) prevent Kern River's reasonable reconnaissance of, or access to, the right of way by aerial and/or ground patrol of the area. Except in cases of an emergency, Kern River agrees to give Bowler Properties reasonable notice of the areas where unrestricted access is required.

16. **REVOCABILITY:** This Encroachment Agreement shall be revocable, in whole or in part, upon written notice given by Kern River to Bowler Properties in the event of substantial noncompliance with the conditions, terms, requirements or specifications of this agreement or, if in Kern River's sole discretion, for safety related reasons.

17. **INDEMNITY:** Bowler Properties agrees to protect, indemnify and hold harmless Kern River, its officers, agents and employees from and against any and all loss, damage, injury or death which may arise by reason of or incident to the Bowler Properties' occupancy, use, installation, maintenance and continuation of the encroachments within Kern River's Easement, unless such loss, damage, injury, or death arises out of the sole negligence of Kern River.

18. **INSURANCE REQUIREMENTS:** Prior to performing any work on Kern River's easement. Bowler Properties shall carry insurance as described in Exhibit C attached herein and provide Kern River with an insurance certificate evidencing such coverage. Bowler Properties shall require their contractors and sub contractors of any tier to maintain similar insurance during any construction on Kern River's Easement.

19. **AS BUILT DRAWINGS:** Within one year following the substantial completion of the encroachments addressed in this Agreement, Bowler Properties shall provide Kern River with a copy of its "as-built" drawings of said encroachments.

20. NOTICES: All notices to either party hereto shall be in writing and served personally on, or sent by- first class U. S. Mail, postage-prepaid, to the addresses' hereinabove given.

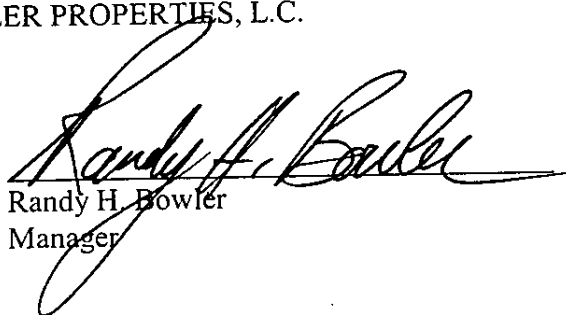
This agreement shall inure to the benefit and be binding on the respective heirs, successors, assigns, agents, contractors, and personal representatives of the parties to this agreement. Nothing contained herein shall be construed to abrogate or relinquish any rights granted by the original easement.

This agreement is subject to all terms and conditions of Kern River's Agreement's with the underlying Fee Owners and Easement Holders of Record on said lands.

AGREED AND ACCEPTED AS OF THE DATE FIRST WRITTEN ABOVE:

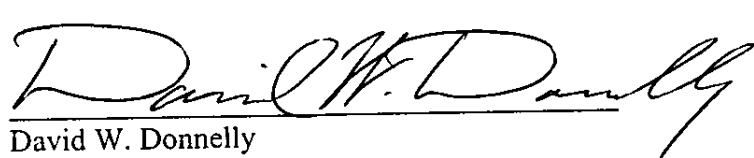
BOWLER PROPERTIES, L.C.

By:


Randy H. Bowler
Manager

KERN RIVER GAS TRANSMISSION COMPANY

By:


David W. Donnelly
Attorney-in-Fact


ACKNOWLEDGMENT

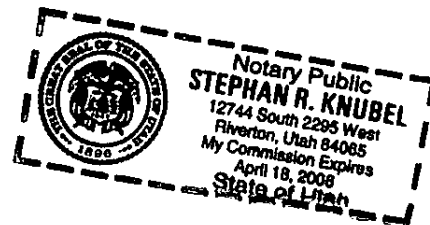
STATE OF UTAH)
) §
COUNTY OF SALT LAKE)

On the 22 day of July, 2003, Randy H. Bowler personally appeared before me and being by me duly sworn, did say that he is the Manager of Bowler Properties, L.C. and that the above Encroachment Agreement was signed on behalf of Bowler Properties, L.C., and said Randy H. Bowler acknowledged to me that he, as the Manager, signed the same.

My commission expires:

April 18 2006


Notary Public in and for the
State of Utah




ACKNOWLEDGMENT - ATTORNEY-IN-FACT

STATE OF UTAH)
) §
COUNTY OF SALT LAKE)

On the 22 day of July, 2003 personally appeared before me David W. Donnelly and being by me duly sworn, did say that he is the Attorney-in-Fact for Kern River Gas Transmission Company, and that the above Encroachment Agreement was signed on behalf of Kern River Gas Transmission Company, and said David W. Donnelly acknowledged to me that he as such Attorney-in-Fact executed the same.

My Commission Expires:

April 18 2006


Notary Public in and For
The State of Utah

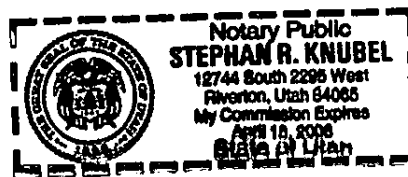
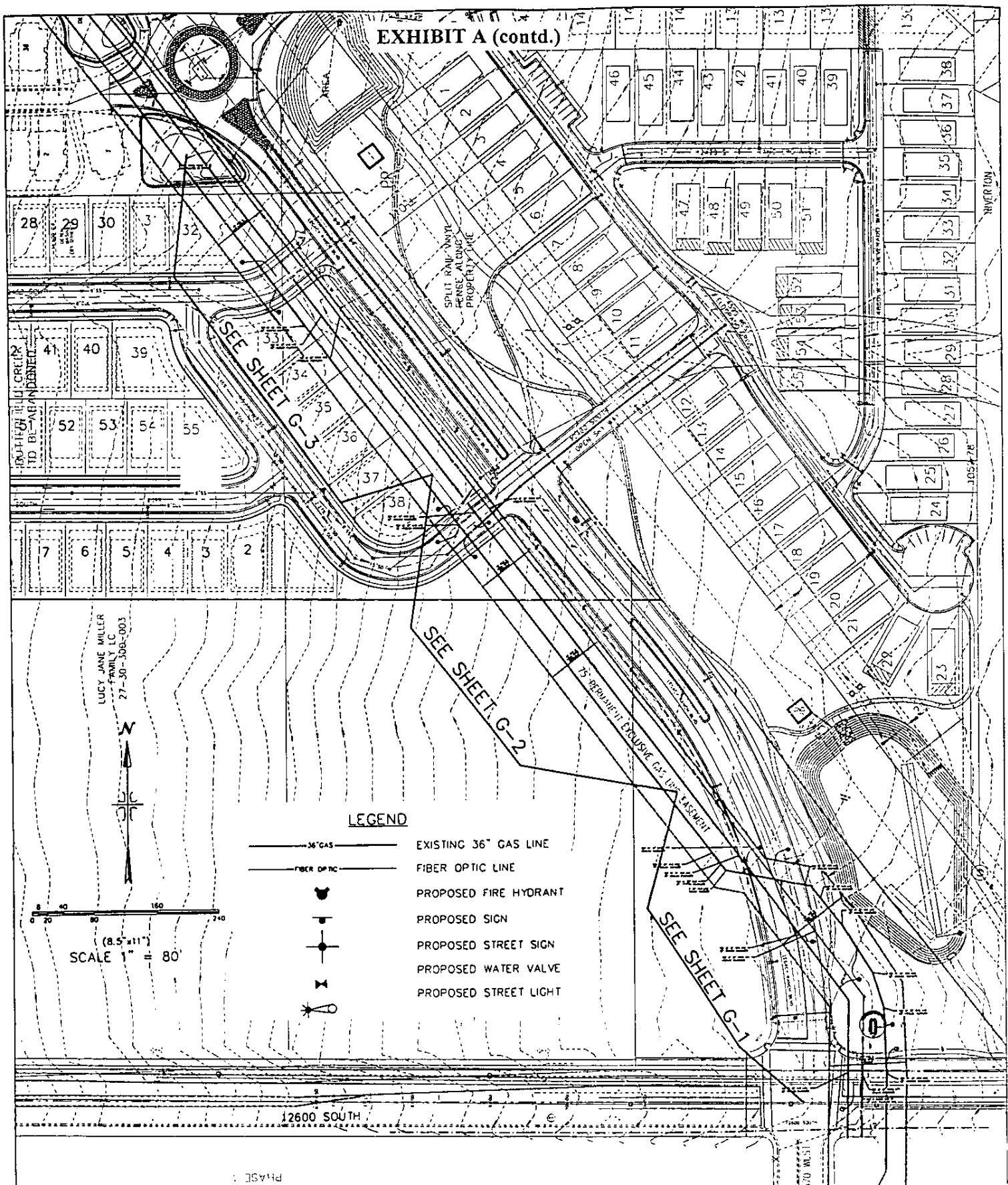


EXHIBIT A

Facilities to be constructed, operated and maintained by Bowler Properties, L.C. within Kern River's pipeline Easement. See attached sheets G-1 through G-3 for locations.

1. A 16" culinary D.I.P. waterline will cross over the top of the 36" gas lines with 24" minimum clearance. The ductile iron pipe will be encased in polyethylene per manufacturer's specifications where it crosses the 36" gas lines. (See attached sheet G-1)
2. A masonry entrance monument will be placed directly between the 36" gas line and fiber optic line. The landscaping will be raised approximately 3 feet around the monument. As a result, the bottom of the reinforced concrete footing will be placed above the existing grade, and no earth cover will be removed above the gas lines. The monument will be landscaped with grass and low lying shrubs (less than 3' in height). (See attached sheet G-1)
3. Roadway improvements will be made over the easement along 126th South including: asphalt, curb, gutter and sidewalk.
4. A 24" reinforced concrete storm drain pipe will cross beneath the 36" gas lines with 24" minimum clearance from the bottom of the 36" gas lines. (See attached sheet G-1)
5. 10" D.I.P. culinary waterline crosses above the 36" gas lines with a minimum clearance of 24" from each line. The pipe shall be encased in polyethylene per manufacturer's specifications where it crosses the gas lines. (See attached sheet G-1)
- 5a. Pvc Conduits to the west of Legacy Ranch Blvd. will follow the blvd. over the 36" gas lines and fiber optic line to provide a passage for under ground dry utilities. (See attached sheet G-1)
6. Legacy Ranch Blvd. has been raised more than 2 feet, above the existing ground, where it crosses the 36" gas lines. The existing ground cover over the gas lines shall not be reduced. Included in the roadway improvements are: curb, gutter, sidewalk, and a street light that will be placed within the easement about 25 feet to the west of the 36" gas line. (See attached sheet G-1)
7. An 8" PVC sewer line crosses beneath the 36" gas lines with 24" minimum clearance. (See attached sheet G-2)
8. An entrance to Liberty Villages shall include: asphalt, curb, gutter and sidewalk. The roadway shall be raised to ensure no removal of any existing ground cover over the 36" gas lines. (See attached sheet G-2)
9. An 8" pvc culinary line shall cross the 36" gas lines and fiber optic line with a minimum clearance of 24". (See attached sheet G-2)
10. A 24" Storm Drain line shall cross over the 36" gas lines and fiber optic line with a minimum clearance of 24". (See attached sheet G-2)
11. An 8" pvc culinary line shall cross the 36" gas lines and fiber optic line with a minimum clearance of 24". (See attached sheet G-3)
12. An entrance to Liberty Villages shall include: asphalt, curb, gutter and sidewalk. The roadway shall be raised to ensure no removal of any existing ground cover over the 36" gas lines. (See attached sheet G-3)

EXHIBIT A (contd.)



- LEGEND**
- 36" GAS — EXISTING 36" GAS LINE
 - FIBER OPTIC — FIBER OPTIC LINE
 - ☪ PROPOSED FIRE HYDRANT
 - PROPOSED SIGN
 - PROPOSED STREET SIGN
 - PROPOSED WATER VALVE
 - ☪ PROPOSED STREET LIGHT

SCALE 1" = 80'
(8.5" x 11")

WESTERN SPRINGS
PHASE 1

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH PROCUBE CONSULTANTS, INC.

X:\43-02-184-00 Harmon South Cree Villages\Drawings\CAS-LINE\BASE.dwg 07/10/2003 11:52:36 AM M01

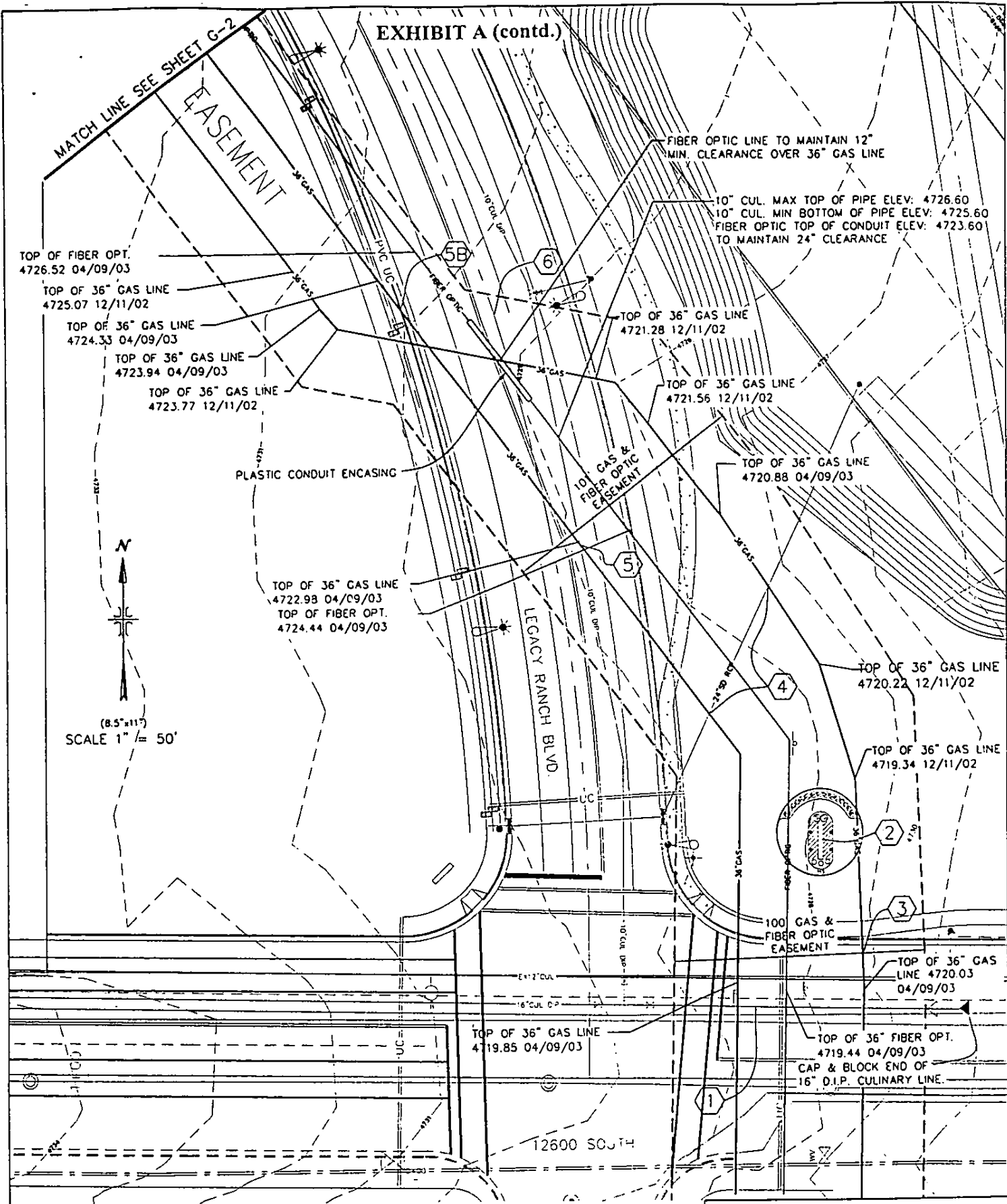
PROCUBE CONSULTANTS, INC.
ENGINEERING-ARCHITECTURE
LAND PLANNING CONSTRUCTION MANAGEMENT

1471 N. 1200 W.
OREM, UTAH 84057
(801) 802-8992

LEGACY RANCH

JOB NO
43-02-184-02
SHEET NO
1

EXHIBIT A (contd.)



X:\43-02-184-00 Harmon South Creek Villages\Drawings\CAS-LINE\BASE.dwg 07/10/2003 01:43:12 PM udt

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH PROCUBE CONSULTANTS, INC.

PROCUBE CONSULTANTS, INC.
 ENGINEERING-ARCHITECTURE
 LAND PLANNING CONSTRUCTION MANAGEMENT

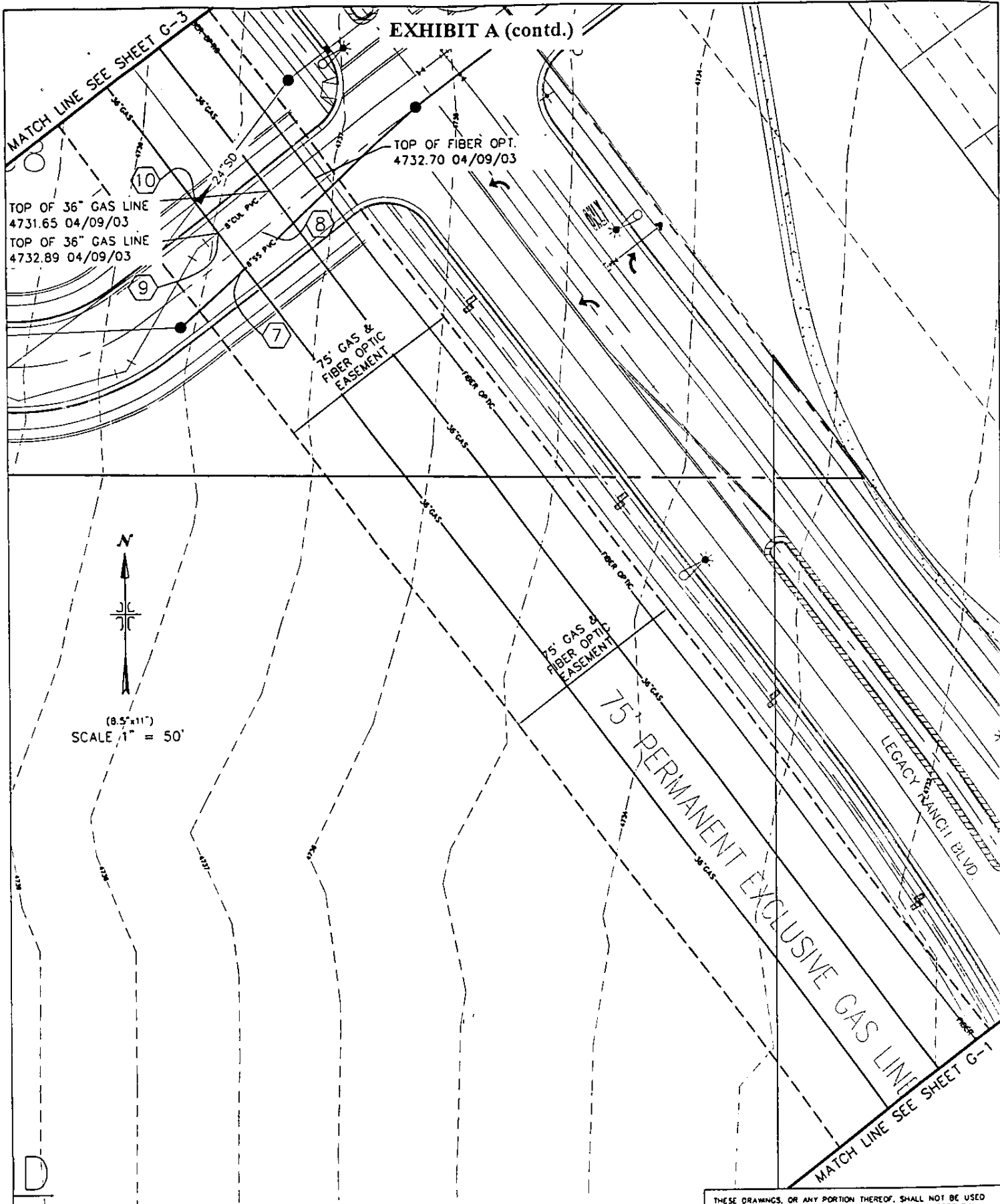
1471 N 1200 W,
 OREM, UTAH 84057
 (801) 802-8992

LEGACY RANCH

JOB NO
 43-02-184-02

SHEET NO.
G-1

EXHIBIT A (contd.)



(8.5" x 11")
SCALE 1" = 50'

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH PROCUBE CONSULTANTS, INC.

K:\43-02-184-00 Morrison South Crest Villages\Drawings\GAS-LINE\BASE.dwg 07/10/2003 01:41:12 PM MDT



PROCUBE
CONSULTANTS, INC.
ENGINEERING-ARCHITECTURE
LAND PLANNING CONSTRUCTION MANAGEMENT

1471 N. 1200 W.
OREM, UTAH 84057
(801) 802-8992

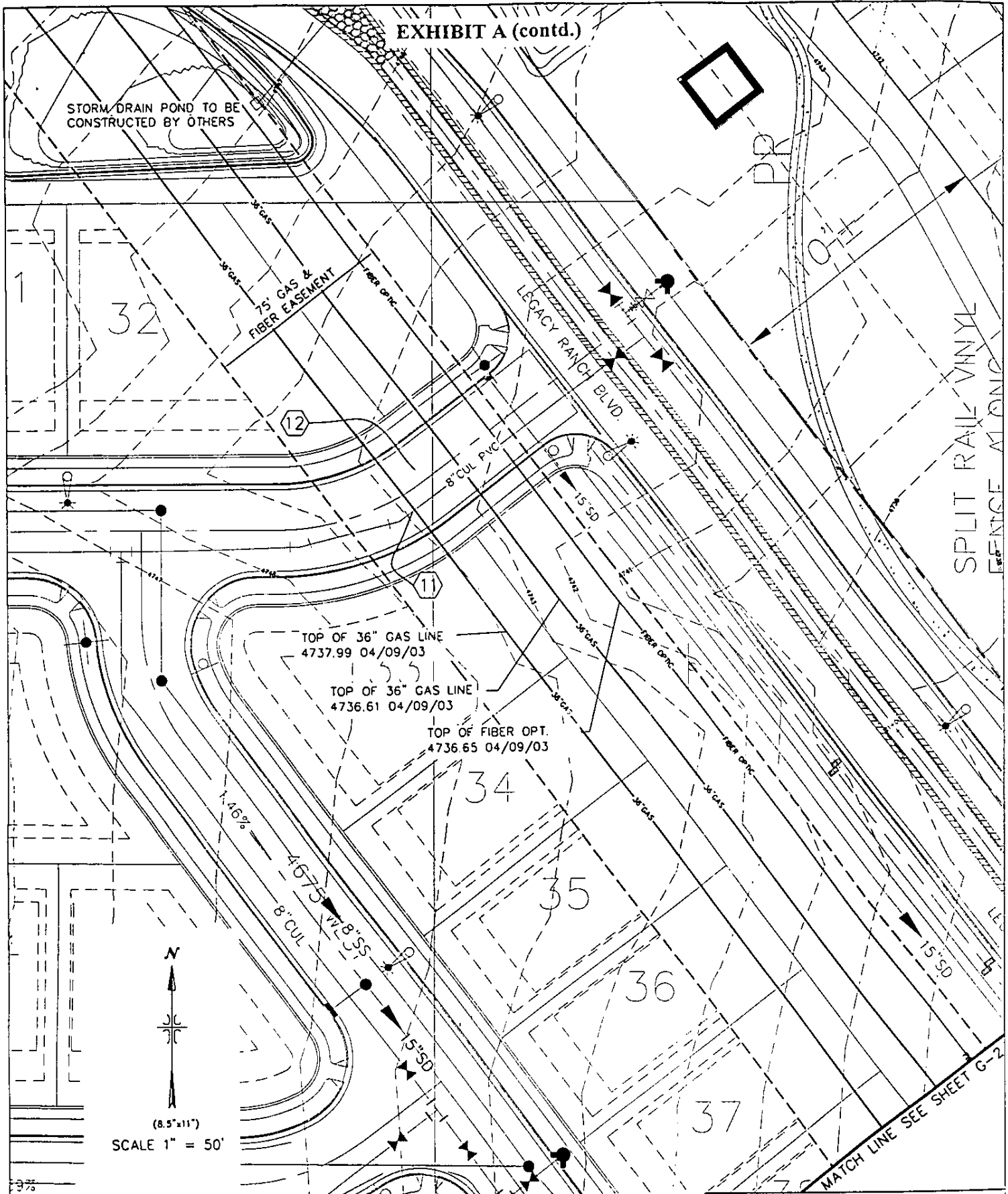
10

LEGACY RANCH

JOB NO.
43-02-184-02

SHEET NO.
G-2

EXHIBIT A (contd.)



STORM DRAIN POND TO BE CONSTRUCTED BY OTHERS

75' GAS & FIBER EASEMENT

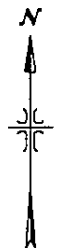
LEGACY RANCH BLVD.

SPLIT RAIL VINYL FENCE ALONG

TOP OF 36" GAS LINE
4737.99 04/09/03

TOP OF 36" GAS LINE
4736.61 04/09/03

TOP OF FIBER OPT.
4736.65 04/09/03



(8.5" x 11")
SCALE 1" = 50'

MATCH LINE SEE SHEET G-2

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH PROCUBE CONSULTANTS, INC.

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 <p>PROCUBE CONSULTANTS, INC. ENGINEERING-ARCHITECTURE LAND PLANNING CONSTRUCTION MANAGEMENT</p>	<p>1471 N. 1200 W OREM, UTAH 84057 (801) 802-8992</p>	<p>LEGACY RANCH</p>	
		<p>JOB NO 43-02-184-02</p> <p>SHEET NO. G-3</p>	

EXHIBIT B - ENCROACHMENT SPECIFICATIONS

KERN RIVER GAS TRANSMISSION COMPANY, hereinafter called 'KERN RIVER' is an interstate transporter of natural gas which is regulated by the Department of Transportation Office of Pipeline Safety. The following specifications are designed to comply with applicable state and federal regulations, to assure the safety of the public and to protect the pipeline.

The following specifications are minimum requirements for most proposed encroachments to avoid conflict with the existing easement rights. These are not the only types of activities permitted. Additional specifications may be required depending upon the proposed encroachments. Please contact the nearest KERN RIVER office to review your individual situation.

GENERAL REQUIREMENTS FOR SURFACE ALTERATIONS

- A) Most states laws require 48 hours notice be given to utility companies prior to beginning excavation. This may be accomplished by contacting a 'One Call' or 'Dig Alert' system (check your state). In states where advance notification call systems do not exist, please call (801) 584-7100 collect 48 hours before any work commences.
- B) KERN RIVER'S easement restricts the placement of a structure or any part of a structure within the right-of-way, except as herein permitted.
- C) An authorized KERN RIVER representative must be on site during any work performed on or across the right-of-way, and will remain as long as power equipment is utilized.
- D) The KERN RIVER representative will determine the existing cover over the pipeline for you.
- E) Any change in the amount of existing cover material (soil) on and over the right-of-way must be approved in advance and shall be no less than that required by the U.S. Department of Transportation.

1) FENCES

- A) Fences installed parallel to the pipeline shall not be installed within 5 feet of the center of the pipeline. For fences installed across the right of way, the first post either side of the pipe shall be set in a hand dug hole.
- B) PERMITTEE shall provide access through or around fences crossing the right-of-way to allow performance of normal right-of-way maintenance.
- C) Installer shall adhere to provisions A and C of GENERAL REQUIREMENTS FOR SURFACE ALTERATIONS.

2) LANDSCAPING (plantings that require excavating deeper than 1 foot)

- A) Flower beds and shrubs are permitted within the right-of-way, but may be damaged by required annual surveys, if planted directly over the pipeline. Heavy maintenance may require total clearing of the right-of-way.
- B) Lawns and vegetable gardens are acceptable uses.
- C) Provisions A and C of the GENERAL REQUIREMENTS FOR SURFACE ALTERATIONS pertain to this type of planting.

3) STREETS, ROADS AND DRIVEWAYS

- A) Residential driveways intended for light vehicle access to a single family dwelling must have a minimum of 3.5 feet of cover over the pipeline.
- B) Driveways shall not run lengthwise within the right-of-way and must cross on an angle, which when measured between the proposed drive and the right-of-way is not less than 45 degrees.
- C) An opportunity for KERN RIVER to make a pipe inspection must be given prior to the start of any construction.
- D) Provisions A, C, D and E of the GENERAL REQUIREMENTS FOR SURFACE ALTERATIONS pertain to driveway crossings.
- E) Street or road construction requires a special encroachment agreement from the Right-of-Way and Land Department, and plans for such crossings should be submitted 90 days prior to work commencement to allow time for project impact review by the local KERN RIVER office.

4) TEMPORARY EQUIPMENT CROSSINGS

- A) To protect KERN RIVER'S pipeline from external loading, KERN RIVER must perform an engineering evaluation to determine the effects of any proposed equipment use. Mats, timber bridges, or other protective materials deemed necessary by KERN RIVER shall be placed over KERN RIVER facilities for the duration of any loading. Protective materials shall be purchased, placed, and removed at no cost to KERN RIVER. The right-of-way must be restored to its original condition.
- B) KERN RIVER may require markings to identify specific areas where equipment use is authorized. Vibratory equipment is not permitted on the right-of-way.

5) OPEN WATERWAYS

- A) Open waterways smaller than 3 feet wide at the bottom are defined as "ditches" and must have a minimum of 3.5 feet of cover from the top of the pipe to the bottom of the ditch, or the ditch must be lined using an approved method and material. Larger open waterways are defined as "canals" and are considered on an individual basis.
- B) Anyone altering (clearing, regarding or changing alignment) a waterway must obtain approval from KERN RIVER prior to making changes and shall meet Provisions A and C of the GENERAL REQUIREMENTS FOR SURFACE ALTERATIONS.
- C) An opportunity will be provided for KERN RIVER to install casing and/or other structural protection prior to canal installation.

6) EXCAVATION

- A) Plans for any excavation on the right-of-way must be approved prior to commencing work. Excavating within 5 feet of the pipeline shall be done by hand until the pipeline is exposed and shall be done only in the presence of an authorized KERN RIVER representative. When excavating for crossing a ditch line, after the pipe has been exposed, the excavation equipment must be positioned such that it will not reach within 2 feet of the pipeline. Final stripping on sides and top of the pipeline shall be by hand.
- B) When a backhoe is used, the bucket teeth should be curled under each time it is brought back into the ditch to reduce the chance of teeth contacting the pipe.

- C) Any plowing or ripping of soil on the right-of-way, including agricultural, at depths greater than 1 foot will be handled on an individual basis.

GENERAL REQUIREMENTS FOR BURIED LINE CROSSINGS

- A) All buried lines crossing KERN RIVER'S right-of-way shall be installed in accordance with all applicable codes and requirements governing such installations.
- B) All foreign lines shall cross KERN RIVER'S right-of-way at an angle as close to 90 degrees as possible. Parallel occupancy of KERN RIVER'S right-of-way shall not be permitted.
- C) All buried lines should cross under the pipeline. However, when obstructions or unfavorable soil conditions are encountered, or when the KERN RIVER pipeline is located at a depth greater than 4 feet, approval to cross over the line may be granted.
- D) To avoid unexpected service interruptions of buried lines crossing over KERN RIVER pipeline, a minimum of 24 inches of cover (or local minimum required depth) must be provided over the crossing line.
- E) All buried lines crossing the KERN RIVER pipeline shall maintain a minimum separation of 24 inches between the two facilities, with the same depth carried across the entire right-of-way.
- F) A joint trench is the recommended method for multiple utility crossings. Under normal circumstances this requires that only one permit be obtained by the excavating company.
- G) No foreign appurtenances (meters, poles, drop boxes, collection basins, etc.) shall be located on the right-of-way, except as herein permitted.
- H) A 6-inch wide vinyl burial warning tape shall be placed 12 to 18 inches above the crossing line and extend across the entire right-of-way, as a protective measure.
- I) An authorized KERN RIVER representative must be on-site during all excavation and clean-up work performed on the right-of-way.

7) COMMUNICATION LINES TELEPHONE, TV, OTHER DATA LINES)

- A) Communication lines shall meet all provisions of the GENERAL REQUIREMENTS - BURIED LINE CROSSINGS
- B) Communication lines shall be encased in a rigid nonmetallic conduit across the full width of the right-of-way.
- C) Signs shall be placed at each edge of the right-of-way to mark the underground cable angle and path of crossing. If the underground cable crosses above the pipeline, the signs shall so indicate. These signs are to be furnished by the power company or the encroaching party.

8) POWER LINES

- A) Power lines shall meet all of the above GENERAL REQUIREMENTS - BURIED LINE CROSSINGS and shall be installed in accordance with the National Electrical Safety code.
- B) Power lines shall have minimum clearances between lines of 24 inches for 0 to 600 volts; 30 inches for 601 to 22,000 volts; 36 inches for 22,001 to 40,000 volts; and 42 inches for 40,001 volts and above.
- C) Power lines shall be encased in rigid nonmetallic conduit.
- D) Signs shall be placed at each edge of the right-of-way to mark the underground cable angle and path of crossing. If the underground cable crosses above the pipeline, the signs shall so indicate. These signs are to be furnished by the power company or the encroaching party.
- E) In the event a power line crosses over the pipeline, it will be necessary to cover the crossing in red die concrete (6 inches thick) across the full width of the right-of-way.

9) SEWER AND WATER LINES

- A) Sewer and water lines shall meet all above GENERAL REQUIREMENTS - BURIED LINE CROSSINGS. Nonmetallic water lines are required.
- B) Sewer line crossings are limited to tight lines only. Septic tanks and leach areas are not permitted in the right-of-way.
- C) Septic tanks and drainfields are not permitted within the right-of-way.

10) SUBSURFACE DRAINAGE TILE (NONMETALLIC)

- A) Drainage tile shall meet provisions A, B, E, G, H and I of GENERAL REQUIREMENTS - BURIED LINE CROSSINGS.

11) METALLIC PIPE CROSSINGS

- A) All 4 inch and larger metallic pipes crossing KERN RIVER'S pipeline, or any metallic pipe transporting hazardous substances (petroleum, natural gas, etc.), shall have two corrosion test leads installed on KERN RIVER pipeline and two on the crossing pipe at the point of intersection.
- B) KERN RIVER personnel must install the leads on KERN RIVER'S pipeline and, if requested, will also install the leads on the crossing pipe.
- C) Metallic pipe crossings shall have an electrical insulation coating for the full width of the right-of-way.

12) ABOVE GROUND LINE CROSSINGS

- A) Shall maintain a minimum of 30 feet of vertical clearance across the right-of-way.
- B) Shall have no poles or appurtenances located on the right-of-way.
- C) Above ground crossings shall not be above or closer than 25 feet horizontally to any gas escape vent (e.g., relief valve vent, station blow down vent, block valve vent, . . . etc.).

13) BLASTING

- A) Blasting for grade or ditch excavation shall be utilized only after all other reasonable means have been used and are unsuccessful in achieving the required results.
- B) Blasting plans shall be submitted to KERN RIVER for approval at least 4 days prior to the anticipated start of any blasting activities.
- C) All blasting shall be done with the KERN RIVER authorized representative present.

EXHIBIT C

A. Workers' Compensation Insurance and Occupational Disease Insurance in accordance with statutory requirements of the state and/or Federal Regulations (FELA, USL&H, Jones Act) and Employers' Liability Insurance with limits of not less than:

Bodily Injury by Accident \$500,000 Each Accident

Bodily Injury by Disease \$500,000 Policy Limit

Bodily Injury by Disease \$500,000 Each Employee

covering location of all work places involved in this Contract.

B. Commercial General Liability Insurance, written on an Occurrence Basis, with limits not less than \$1,000,000.00 per occurrence / \$2,000,000 aggregate Bodily Injury and Property Damage, including the following coverages.

a. Premises and Operations Coverage

b. Independent Contractor's Coverage

c. Contractual Liability covering liabilities assumed under this Contract

d. Products and Completed Operations Coverage

e. Coverage for explosion, collapse, and underground property damage

f. Broad Form Property Damage Liability endorsement

g. Personal Injury Liability

C. Comprehensive Automobile Liability Insurance covering owned, hired and non-owned vehicles with limits not less than \$1,000,000.00 per occurrence Bodily Injury and Property Damage combined single limits

D. Umbrella Liability Insurance with a minimum combined single limit of \$5,000,000.00 each occurrence/aggregate where applicable to be excess of the coverages and limits required in A., B., and C. above.

Bowler Properties shall, on or prior to the effective date of this agreement, deliver to Kern River certificates of insurance evidencing valid coverage in effect as specified by this Exhibit. All of the above described insurance policies shall contain provisions that the insurance companies will have no right of recovery or subrogation against Kern River, its parent, divisions, affiliates, subsidiary companies, co-lessees, or co-venturers, agents, directors, officers, employees, servants, and insurers, it being the intention of the parties that the insurance as effected shall protect all parties. All required insurance policies shall be endorsed to provide that the policy is primary and will not contribute with any policy carried by Kern River.

Kern River, its parent, divisions, affiliates, subsidiary companies, co-lessees, or co-venturers, agents, directors, officers, employees, and servants shall be named as an additional insured in each of Bowler Properties' insurance policies, except statutory Workers' Compensation. The Commercial General Liability additional insured endorsement shall be ISO Form CG2010 or its equivalent. There shall be no conditions on Bowler Properties' policies restricting defense expenses available to Kern River.

Any and all deductibles in the above-described insurance policies or inadequacy of limits shall be assumed by, for the account of and at Bowler Properties' sole risk.

All policies providing coverage hereunder shall contain provisions that no cancellation or material changes in the policies shall become effective except on thirty (30) days' written notice thereof to Kern River at Kern River's office originating the agreement. Bowler Properties shall not cancel or make any material change in any such policies without the prior written consent of Kern River. For those insurance coverages whereby Kern River is required to be named as an additional insured, Bowler Properties shall at any time requested by Kern River prior to or during the term of the Work or this Contract, deliver to Kern River certified copies of any and all insurance policies so requested. Further, should a loss arise after final acceptance that may give rise to a claim against Bowler Properties, and/or Kern River as additional insured, Bowler Properties shall deliver to Kern River, or shall cause its insurers or agents to deliver, certified copies of the policies maintained during the term of the Work or this Contract, if so requested by Kern River.

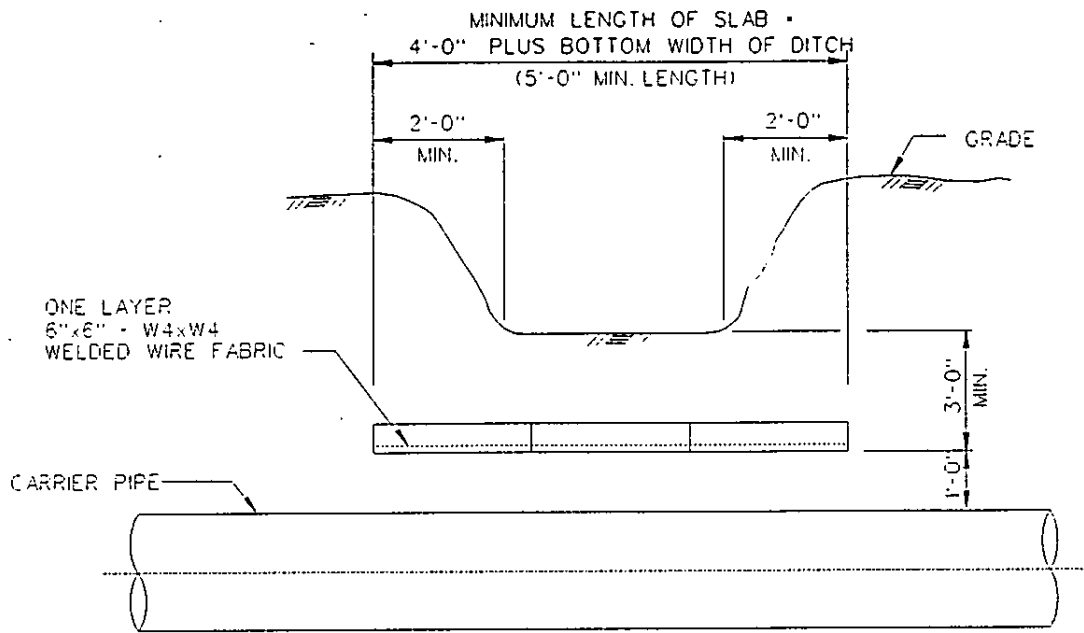
Should Bowler Properties or its Subcontractors fail to provide or maintain any of the insurance coverages referred to in this Exhibit, Kern River shall have the right, but no obligation, to provide or maintain such coverage, or coverage affording equivalent protection, at Bowler Properties' expense, either by direct charge or set-off.

Kern River does not represent that the insurance coverages specified herein, whether in scope of coverage or amounts of coverage, are adequate to protect the obligations of Bowler Properties, and Bowler Properties shall be solely responsible for any deficiencies thereof. Nothing in this Agreement shall be deemed to limit Bowler Properties' liability under this Agreement

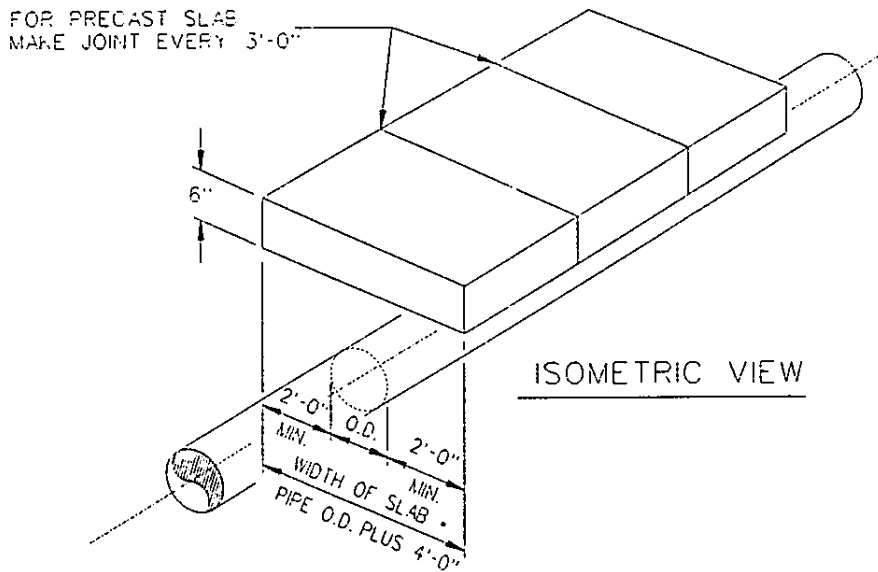
SUBCONTRACTOR'S INSURANCE

Should Kern River permit Bowler Properties to further sublet or subcontract any portion of the Work, Bowler Properties shall, before permitting any of its Subcontractors to perform any Work at the site, require each Subcontractor to carry insurance with terms and limits similar to that specified above or provide evidence that such Subcontractors are covered as Named Insureds under Bowler Properties' insurance coverages as required above. Prior to the commencement of Work by any Subcontractor, Bowler Properties shall provide to Kern River Certificates of Insurance evidencing that each Subcontractor carries insurance as required above or evidencing that such Subcontractors are named insureds under Bowler Properties' insurance coverages. As with Bowler Properties' insurance coverage, Kern River, its parent, divisions, affiliates, subsidiary companies, co-lessees, or co-venturers, agents, directors, officers, employees and servants shall be named as an additional insured on any Subcontractor insurance required by this section.

EXHIBIT D



ELEVATION



ISOMETRIC VIEW

NOTES:

1. TO BE INSTALLED AS SHOWN UNDER ROAD DITCH AT UNCASSED CROSSING.
2. CONTRACTOR SHALL FURNISH ALL MATERIAL AND SHALL CAST CONCRETE SLAB.
3. CONCRETE MAY BE PRECAST OR CAST IN PLACE.

WILLBROS BUTLER ENGINEERS, INC.

		SCALE NONE		KRGT Kern River Gas Transmission Company			
		CR. MSH	DATE 4/25/90				
		CH. RER	4/25/90	STANDARD CONCRETE SLAB FOR ROAD CROSSING			
		ENGR. MJC	4/30/90				
		APPR. BLS	8/15/90				
NO.	REVISION	BY	DATE	FINAL APPR. LFN	ALIGN. SHEET N/A	DRAWING NO. KA-A-12-003	REV 0

VTDI 27-30-300-006-0000	DIST 71	TOTAL ACRES	24.93
SOUTH CREEK DEVELOPMENT LC	TAX CLASS	REAL ESTATE	872600
	UPDATE	BUILDINGS	0
	LEGAL	TOTAL VALUE	872600
	PRINT U		

**** PROTECTED ADDRESS ****

	EDIT 1	FACTOR BYPASS	
LOC:	EDIT 0	BOOK 8772	PAGE 6366 DATE 04/08/2003
SUB:			TYPE UNKN PLAT

08/06/2003 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY
 COM S 89-30'46" E 1282.57 FT FR W 1/4 COR SEC 30, T 3S, R
 1W, SL MER, S 89-30'46" E 445.61 FT; S 2362.67 FT; N
 37-20'36" W 734.56 FT; N 1782.47 FT TO BEG. ALSO COM 48 FT N
 & S 88-53'52" E 1289.49 FT FR SW COR SD SEC 30, N 648.83 FT;
 S 37-20'36" E 828.28 FT; N 88-53'52" W 502.52 FT TO BEG.
 24.93 AC.
 8772-6357 8772-6358

PFKEYS: 1=VTNH 2=VTOP 4=VTAU 6=NEXT 7=RTRN VTAS 8=RXMU 10=RXBK 11=RXPN 12=PREV