

Recorded at the request of  
Kern River Gas Transmission Company

When Recorded Mail to:  
Kern River Gas Transmission Company  
Attn: Land Department  
PO Box 71400  
Salt Lake City, UT 84171-0400

Tract # UT--0085:4009:10E

**Kern River Gas Transmission Company  
EASEMENT**

State of UTAH

County of Salt Lake

KNOW ALL MEN BY THESE PRESENTS, that the undersigned WEST VALLEY CITY, a municipal corporation of the State of Utah, whose address is 3600 S. Constitution Blvd., West Valley City, Utah 84119, hereinafter referred to as Grantor, for and in consideration of the sum of **TEN DOLLARS AND OTHER CONSIDERATIONS**, to the Grantor in hand paid by **KERN RIVER GAS TRANSMISSION COMPANY**, P.O. Box 71400, Salt Lake City, Utah 84171-0400, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, a non-exclusive easement to locate, survey a route, construct, entrench, maintain, protect, inspect and operate a pipeline and/or communications cable with appurtenances including but not limited to valves, metering equipment, electrical cable, cathodic equipment, underground conduit, cables, and splicing boxes (said pipeline, communications cable, appurtenances, valves, metering equipment, cathodic equipment, underground conduits, cables, splicing boxes, and markers being hereinafter sometimes collectively called the "facilities") over, under and through the hereinafter described land, more specifically described as:

That certain easement situated in Section 26, Township 1 South, Range 2 West, Salt Lake County, Utah. More particularly described and shown in attached Exhibit's.

See attached Exhibit's "A" & "B".

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate, protect and maintain the facilities over the easement hereby granted unto the said Grantee, its successors and assigns, and the Grantee may assign the rights and easement herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon Grantor, his heirs, legal representatives and successors in title.

Grantee may at any time permanently abandon said easement and at its discretion may remove or abandon in place facilities constructed thereon and upon such abandonment action. In the event of abandonment, Grantee shall execute and record a reconveyance and release hereof, whereupon this easement and all rights and privileges herein mutually granted shall be fully cancelled and terminated.

Grantee will obtain an excavation permit for any excavation work within any West Valley City rights of way from the West Valley City Engineering Division. In cases of emergency, Grantee may perform any necessary work immediately, but shall obtain an excavation permit as soon as practicable. Grantee will restore any damage caused to the public right of way or other Grantor property by Grantee's excavation work in a reasonable manner that meets Grantor's standards and specifications.

Grantee further agrees that within a reasonable time following the completion of construction, Grantee shall restore said easement to its original contour and condition. Restoration shall include curb, gutter, sidewalk, asphalt paving, storm drain facilities, final grading, reseeding, installation of erosion control measures, and any other work needed to restore the easement to its original contour and condition.

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 subsurface rights hereunder or disturb its facilities and no reservoir, excavation, change in surface grade, obstruction or structure shall be constructed, created or maintained on, over, along of within this easement without Grantee's prior written consent. Grantee shall, during initial construction in cultivated lands, bury said pipeline to a minimum depth of 36-inches or 30-inches in rock.

Grantee agrees to indemnify and hold the Grantor harmless from any claims, costs, damages, and liabilities to the extent they arise out of Grantee's use of this easement and/or Grantee's activities within this easement. This provision does not waive any requirements or limitations of Utah law regarding governmental immunity. Notwithstanding this, Grantee will not indemnify or hold Grantor harmless for any negligent act(s) or intentional misconduct of the Grantor, its employees, agents, contractors, subcontractors, tenants, licensees, or invitees.

Grantor represents and warrants that it is the owner in fee simple of the said described land. Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said land and thereupon be subrogated to such lien and rights incident thereto.

Kern River is federally regulated by the Federal Energy Regulatory Commission and nothing herein should be construed as a waiver of the FERC's jurisdiction over Kern River's facilities.

It is hereby understood that the parties securing this grant on behalf of the Grantee are without authority to make any covenant or agreement not herein expressed.



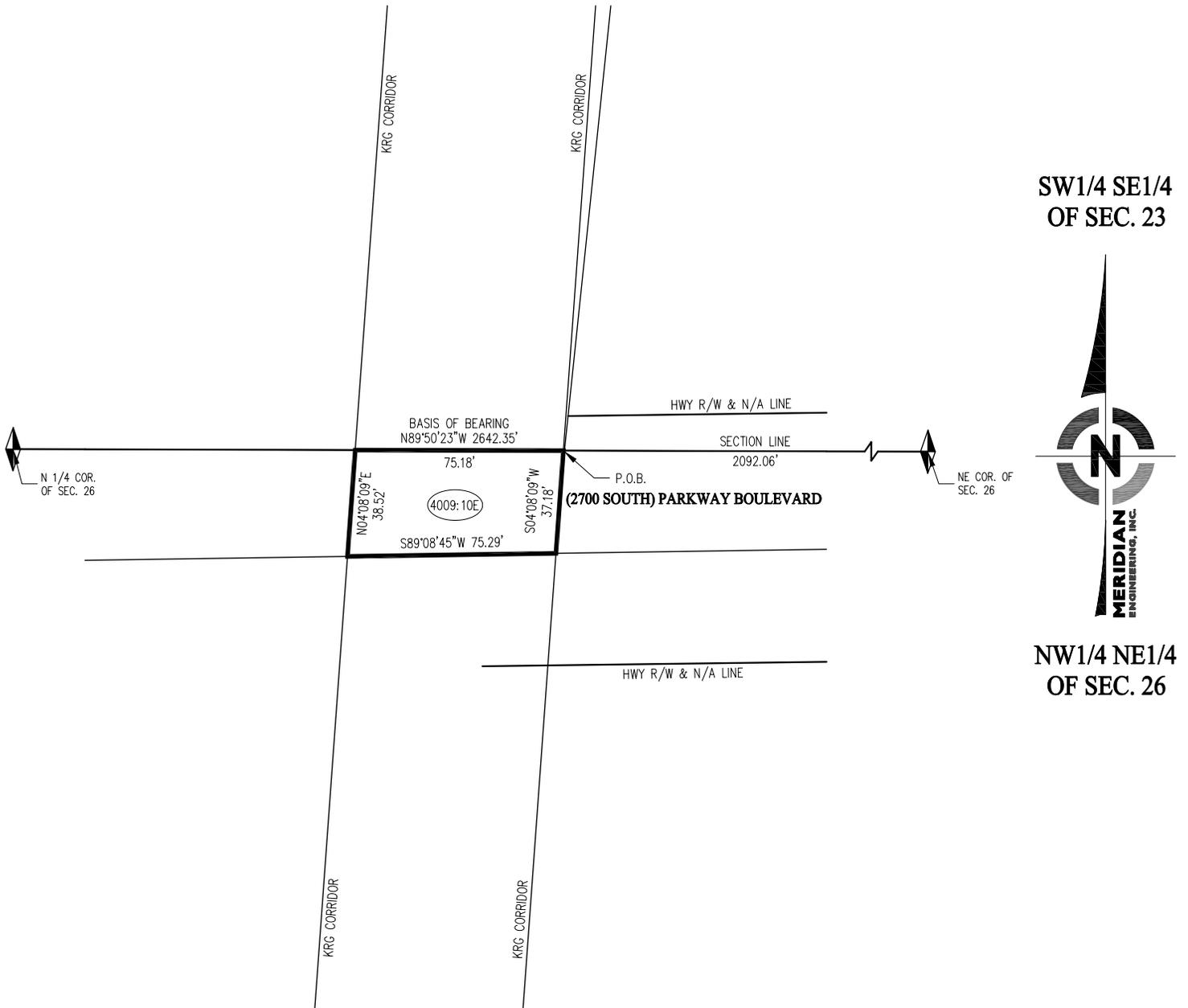
**EXHIBIT "A"**

Tax ID No. Not Taxed  
Parcel No. 0085:4009:10E

A perpetual easement, within the bounds of Parkway Boulevard (2700 South), situate in the NW1/4NE1/4 of Section 26, T. 1 S., R. 2 W., S.L.B. & M. The boundaries of said easement are described as follows:

Beginning at a point in the northerly section line of said Section 26, which point is 2092.06 feet N.89°50'23"W. along said section line from the Northeast corner of said Section 26; and running thence S.04°08'09"W. 37.18 feet to the northerly boundary line of the certain tract of land deeded to the Utah Department of Transportation by Special Warranty Deed, recorded as Entry No. 10616178, Book 9683, Page 639, in the office of the Salt Lake County Recorder; thence S.89°08'45"W. 75.29 feet along said northerly boundary line; thence N.04°08'09"E. 38.52 feet to said northerly section line; thence S.89°50'23"E. 75.18 feet along said northerly section line to the point of beginning. The above described easement contains 2,839 square feet in area or 0.065 acre, more or less.

# EXHIBIT B



4009:10E AREA = 2,839 SF, 0.065 AC

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

SCALE: N.T.S.	DATE: 04/07/2015	<p align="center"><b>EXHIBIT B</b>  <b>PORTION SEC. 26,</b>  <b>T.1S., R.2W., SLB&amp;M</b>  <b>SALT LAKE COUNTY, UTAH</b></p>			BY: GKD	CKD: TB	APP:
 <p><b>MERIDIAN</b>  <b>ENGINEERING, INC.</b>          9217 SOUTH REDWOOD ROAD SUITE A          WEST JORDAN, UTAH 84086          PHONE (801) 566-1515 FAX (801) 566-1519</p>					 <p><i>Kern River</i>          GAS TRANSMISSION COMPANY  <small>A MIDAMERICAN ENERGY HOLDINGS COMPANY</small></p>		