

Appendix D5

Natural Gas Line Easement

Recording Requested by and when
Recorded return to:

GWF Energy, LLC
10596 Idaho
Hanford, CA 93230



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Kings County Clerk Recorder
George J. Misner

08/17/2001
14:37:26

EASEMENT AGREEMENT

Preamble and Recitals

This Agreement is entered into on Nov 16, 2001 by and between **K J C Farms, a Partnership**, (hereafter referred to as Grantor), and **GWF Energy, LLC**, (hereafter referred to as Grantee).

A. Grantor is the owner of certain real property situated in an unincorporated area of the County of Kings, State of California.

B. Grantee is the owner of a certain Power Generation facility located in the City of Hanford, County of Kings, State of California. The business of Grantee requires a certain pipeline traverse and be buried beneath ground owned by Grantor. Grantor and Grantee agree that said pipeline, at the sole cost and expense of Grantee, may traverse the Real Property of Grantor, but beneath the surface by a depth of at least four feet.

For Recordors Use Only

Grant of Easement

1. Grantor and Grantee agree the consideration for the granting of this Easement is the mutual covenants herein contained and the payment of \$500.00 from Grantee to Grantor,

Description of Easement

2. The easement granted in this Agreement is an easement to allow a pipeline to traverse Real Property owned by Grantor and buried beneath ground owned by Grantor so that Natural Gas can be moved through the Pipeline for the benefit of the business of Grantee. The Legal Description of the portion of the Land of Grantor through which the Easement will operate is as follows:

"The West 40.00 feet of that portion of Section 3, Township 20 South, Range 19 East, Mount Diablo Base and Meridian, in the County of Kings, State of California, shown as Parcel 2 on Parcel Map recorded in Book 10 at Page 83 of Parcel Maps.

EXCEPTING THEREFROM all minerals and mineral ores of every kind and character as contained in the Deed to Bravo Oil Company, recorded December 29, 1965 in Book 883 at Page 116 of Official Records as Document No. 16704."

Secondary Easement

3. The easement granted in this Agreement includes incidental rights of ingress and egress over and across a portion of the property adjacent to the Easement so as to, if required, service or maintain the pipeline buried beneath the surface of the ground of Grantor. These rights of ingress and egress

shall exist over that portion of said Easement and adjacent thereto so that reasonable access may be exercised. In exercising these rights, Grantee must use reasonable care and may not unreasonably increase the burden on Ground of Grantor immediately above or next to the Easement granted herein. Grantee must compensate Grantor for any damage resulting from the exercise of these rights of ingress and egress.

Term

4. The easement granted in this Agreement shall be a perpetual Easement.

Nonexclusive Easement

5. The easement granted in this Agreement is nonexclusive. Grantor retains the right to grant concurrent easements to third parties that does not interfere unreasonably with Grantee's free use and enjoyment of the easement.

Agreement Assignable

6. This Agreement shall be assignable by either party. It is the intent of Grantee, subject to consent of the Utility involved, to transfer and assign its rights and duties as contained herein to the Utility providing Natural Gas to Grantee as a result of the pipeline being installed on the Easement created herein. Grantor consents to such Assignment of rights and such delegation of duties.

Attorneys' Fees

7. If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

Entire Agreement

8. This Agreement constitutes the entire agreement between Grantor and Grantee relating to the above easement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by Grantor and Grantee.

Binding Effect

9. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Grantor and Grantee.

Executed on 08 15, 2001

GRANTOR
K J C Farms, A Partnership

By Kristine M. Howe
Its Partner

Executed on 8 16, 2001

GRANTEE
GWF Engery, LLC

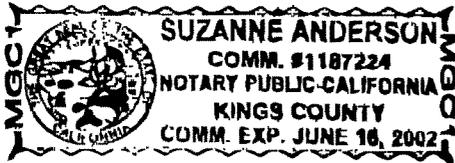
By Duane Nelsen
Its President

STATE OF CALIFORNIA)
) ss.
COUNTY OF KINGS)

On 8-15-01, before me, Suzanne Anderson personally appeared Kristine M. Howe, on behalf of **K J C Farms, A partnership**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature(s) on the instrument the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Suzanne Anderson



Seal

STATE OF CALIFORNIA)
) ss.
COUNTY OF ~~KINGS~~ CONTRA COSTA)

On 16th AUG 2001, before me, MIAO-JU SLIMP personally appeared DUANE H. NELSEN, on behalf of **GWF Energy, LLC**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature(s) on the instrument the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Miao-Ju Slimp



Seal