

Recorded at Request of \_\_\_\_\_  
at \_\_\_\_\_ M. Fee Paid \$ \_\_\_\_\_ by \_\_\_\_\_  
Deputy Book \_\_\_\_\_ Page \_\_\_\_\_ Ref.: \_\_\_\_\_  
Mail tax notice to \_\_\_\_\_ Address: \_\_\_\_\_

1100  
5068795  
20 MAY 91 03:13 PM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
KERN RIVER GAS TRANSMISSION CO  
REC BY: REBECCA GRAY, DEPUTY  
Rebecca Gray, Deputy

### RIGHT-OF-WAY AND EASEMENT AGREEMENT

5068795

**KNOW ALL MEN BY THESE PRESENTS**, that JOSEPH K. KNORR, Trustee of the Joseph K. Knorr Family Trust, undersigned, hereinafter referred to as Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS, to the Grantor in hand paid by KERN RIVER GAS TRANSMISSION COMPANY, P.O. Box 58900, Salt Lake City, Utah 84158-0900, 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 right-of-way and easement to locate, survey a route, construct, trench, maintain, protect, inspect and operate a natural gas pipeline (as approved by the Certificate of Public Necessity and Convenience, issued to the Kern River Gas Transmission Company by the Federal Energy Regulatory Committee on January 24, 1990) over the easement described below. Such grant shall include the right to locate along said easement such appurtenances as are necessary for operating such pipeline, including but not limited to valves, metering equipment, electrical cable, communications cable, underground conduit, cables, splicing boxes and roads (said pipeline communications cables related to the operation of said pipeline, appurtenances, valves, metering equipment, cathodic equipment, underground conduits, cables, splicing boxes and roads being hereinafter sometimes collectively called the "facilities") over, under and through the hereinafter described land.

#### Description of Property Burdened by Easement:

All of the East half of Section 11, Township 1 South, Range 2 West, Salt Lake Meridian, EXCLUDING those portions of the above-described land recorded in the office of the County Recorder of said Salt Lake County, as follows: (1) That portion conveyed to Western Pacific Railroad Company by Warranty Deed recorded in Book "7-O" of Deeds, Pages 2-3 as #207046; (2) That portion conveyed to Western Pacific Railroad Company by Warranty Deed recorded in Book "9-V" of Deeds, Page 427 as #375163; (3) That portion conveyed to Los Angeles and Salt Lake Railroad Company by Warranty Deed recorded in Book "9-V" of Deeds, Page 428 as #373164; (4) A tract of 9.84 acres conveyed to Utah Power Company by Warranty Deed recorded in Book "8-H" of Deeds, Page 237 as #319231; (5) A tract of 10.94 acres, more or less, conveyed to Los Angeles & Salt Lake Railroad Company by Warranty Deed recorded in Book 1253 of Deeds, Page 135; (6) A tract conveyed to Utah Power & Light Company by Warranty Deed dated August 31, 1965, and recorded in Book 2371 of Deeds, Page 20, as Entry No. 2107655 in the Salt Lake County Recorder's Office; (7) A tract conveyed to J. Frank & Esther E. Brasher Family Partnership by Warranty Deed dated July 28, 1987, and recorded in Book 5955 of Deeds, Page 2700 as Entry No. 451412 in the Salt Lake County Recorder's Office; (8) ALSO, LESS AND EXCEPTING THEREFROM any easements, restrictions encumbrances and rights of way of record or enforceable in law or equity.

Location of Easement: A fifty (50) foot wide strip of land, twenty-five (25) feet Westerly and twenty-five (25) feet Easterly of a centerline described approximately as follows: Commencing approximately 1666.87 feet West of the Southeast corner of Section 11, Township 1 South, Range 2 West, Salt Lake Meridian, and running thence North 00°30'36" East approximately 3075 feet to a point which is South 00°30'36" West approximately 475 feet from the Southern property line of the LA and Salt Lake Railroad Company Property; thence in a Northwesterly direction to a point which is approximately 600 feet East of the Centerline of said Section 11 and South 00°18'31" West 118.50 feet from the Southern property line of the LA and Salt Lake Railroad Company Property; thence North 00°18'31" East, 276.65 feet to the North line of Grantor's property. Said centerline is further described on Exhibits A, B and C hereto which are, by this reference, incorporated into and made a part of this grant.

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

**ADDITIONAL TERMS AND CONDITIONS:** (1) Ingress and Egress to this right-of-way and easement shall be solely from the Southern or Northern boundaries of the above described easement, for the purpose of constructing, inspecting, repairing, protecting and maintaining the facilities 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. Without further compensation to Grantor, during the initial period of construction of the pipeline, Grantee may use an additional 25 feet of Grantor's property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities; (2) 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 revert to Grantor and shall be fully canceled and terminated. (3) In further consideration of the payments from Grantee to Grantor, Grantee has fully compensated Grantor for all damages to Grantor's growing crops, pasture, fences, livestock and other real or personal property improvements caused by the initial construction of the facilities. After initial construction, Grantee shall have the right to cut and keep clear without payment of damages all trees, brush and other obstructions that may in the Grantee's opinion endanger, hinder or conflict with the construction, operation, inspection, protection, maintenance and use of said facilities. Said pipeline shall be buried to a minimum depth of thirty (30) inches. (4) Grantee shall, within a reasonable time following the completion of construction, restore said right-of-way. Restoration shall include, where necessary, final grading, reseeding and installation of erosion control structures. Grantee agrees to re-seed all disturbed areas with a seed mix native to the area or as specified by Grantor. Grantee shall be responsible for control of noxious weeds on land disturbed by construction of said pipeline. (5) Grantor reserves to himself, his heirs, successors and assigns, all water and mineral rights in any wise appertaining to said lands, together with the right to use and enjoy said property except for the purposes herein granted, including but not limited to, the right to cross over said lands at an angle of no less than 45 degrees with black top or cement roads of width required by Salt Lake County in the subdivision of Grantor's remaining lands, and to cross over said lands at an angle of no less than 45 degrees with curb, gutter, sidewalks, water lines, sewer and gas lines and railroad tracks, together with the right of reasonable ingress and egress for the purposes of installation, operation and maintenance thereof, and reserving further unto said Grantor the right to landscape said land with lawns and low shrubs and to use the same for general agricultural purposes, provided, however, that none of the rights reserved in this paragraph by Grantor shall in any way hinder, conflict or interfere with Grantee's surface or subsurface rights hereunder or disturb its facilities; provided further that the plans of the Grantor for the establishment of parking facilities, roads, curbs, gutters, sidewalks, water lines, sewer and gas lines and railroad tracks must be submitted in writing to Grantee, for Grantee's written approval, which shall not be unreasonably withheld, forty-eight (48) hours prior to commencement of construction; and provided further that all use by Grantor of the rights herein reserved shall in all respects conform to the requirements of the Kern River Encroachment Specifications and/or U.S. Department of Transportation Regulations in effect at the time of such use; and provided further that all reservations contained herein shall be deemed to be cumulative and not restrictive. (6) Grantee, for itself and its

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except that a 30 day advance notice is required for paved parking areas, road and/or railroad crossings

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successors and assigns, hereby agrees to indemnify and hold Grantor, his heirs, successors and assigns, against and from any and all liability, loss, damage, claims, demand actions, causes of action, costs and expenses of whatsoever nature (including court costs and attorney's fees), including, without limitation, as such arise from property damage and personal injury to or death to persons, including the pipeline of Grantee, whenever or however occurring, arising from the Grantee's location, survey, construction, entrenchment, maintenance, repair, renewal, reconstruction, removal, protection, inspection and operation of the natural gas pipeline, and/or use in any manner of the right-of-way and easement herein granted. Provided, however, that Grantee shall not be required to indemnify Grantor, his heirs, successors or assigns to the extent any such loss is attributable to the negligence and/or misconduct of Grantor, his heirs, successors or assigns. (7) Grantee shall comply with all Federal, state and local laws, rules, regulations and/or ordinances in its use of the right-of-way and easement granted herein. Without in anyway limiting the generality of the foregoing, Grantee specifically agrees that (i) all excavations will be properly back-filled and any settlement will be corrected by Grantee; (ii) no improper fill will be used; and, (iii) no hazardous waste or substance will be placed on the right-of-way by Grantee, its employees, agents, servant, successors and/or assigns. (8) Grantor represents and warrants that he 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. (9) The parties executing this Right-of-way and Easement Agreement on behalf of their principals, covenant and warrant that they have full authority to act on behalf of their principals and bind said principals hereto. Neither Grantor nor Grantee are bound to any covenant or agreement not herein expressed.

WITNESS THE EXECUTION OF THIS Right-of-way AND EASEMENT AGREEMENT, CONSISTING OF TWO PAGES ON THE FRONT AND REVERSE SIDE OF ONE PAPER, THE \_\_\_\_\_ DAY OF MAY, 1991.

**GRANTOR:**

JOSEPH K. KNORR FAMILY TRUST, dated March 17, 1986

By:

Joseph K. Knorr Trustee  
JOSEPH K. KNORR, TRUSTEE

P. Paul [Signature]  
Witness to Signature

**GRANTEE:**

KERN RIVER GAS TRANSMISSION COMPANY

By: Karl D. Morgan

Attorney-in-Fact  
Title:

\_\_\_\_\_  
Witness to Signature

**ACKNOWLEDGEMENT--GRANTOR**

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

On the 3rd day of May, 1991, personally appeared before me, Joseph K. Knorr, who, being by me duly sworn, did say that he is the Trustee of the JOSEPH K. KNORR FAMILY TRUST dated March 17, 1986, and that the foregoing Right-of-way and Easement Agreement was signed by him on behalf of said Trust and said Joseph K. Knorr acknowledged to me that said Trust executed the same.

Maureen Bylund  
NOTARY PUBLIC  
Residing at: Salt Lake City, UT  
My Commission Expires: 6-24-94

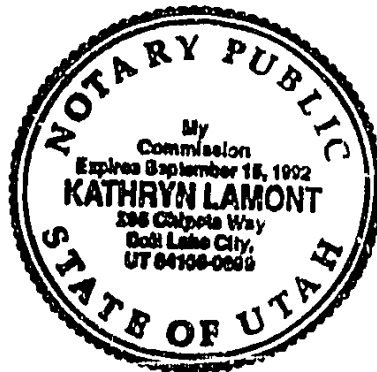
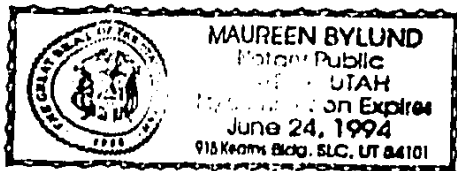
**ACKNOWLEDGEMENT--GRANTEE**

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

On the 13 day of May, 1991, personally appeared before me, Karl D. Morgan, who, being by me duly sworn, did say that he is the Attorney-in-Fact of Kern River Gas Transmission Company, Grantee, and that the above Right-of-way and Easement Agreement, and that he signed said Agreement on behalf of said Kern River Gas Transmission Company with full authority to do so and to bind said company thereby.

Kathryn Lamont  
NOTARY PUBLIC  
Residing at: Salt Lake City  
My Commission Expires: 9-15-92

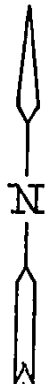
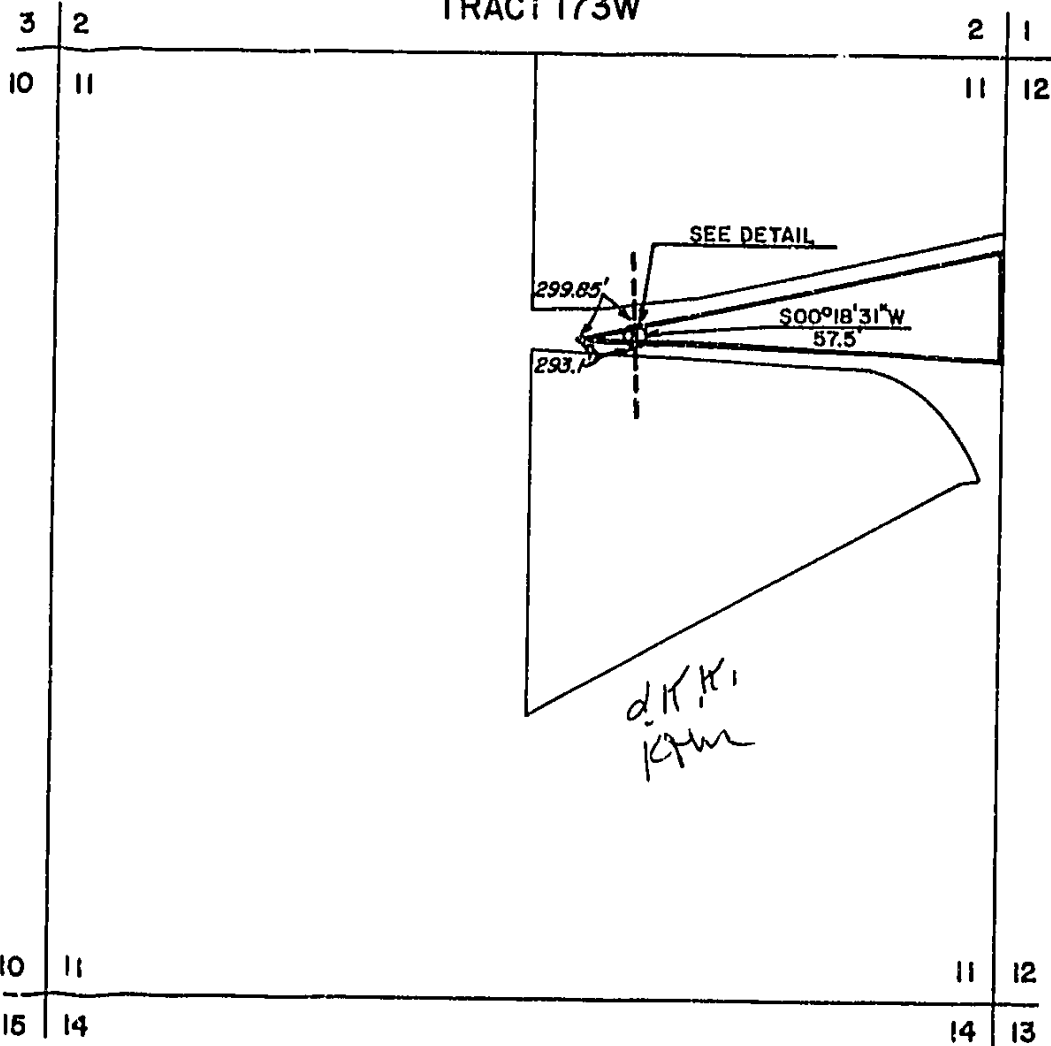
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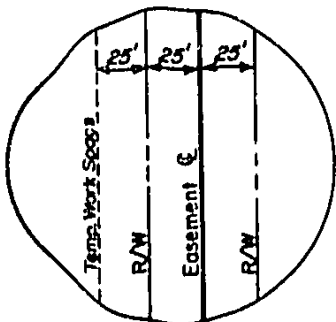
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EXHIBIT "A"

SALT LAKE COUNTY, UTAH  
SECTION 11, T 1 S-R 2 W  
TRACT 173W



*d.k.k.  
KRM*



DETAIL

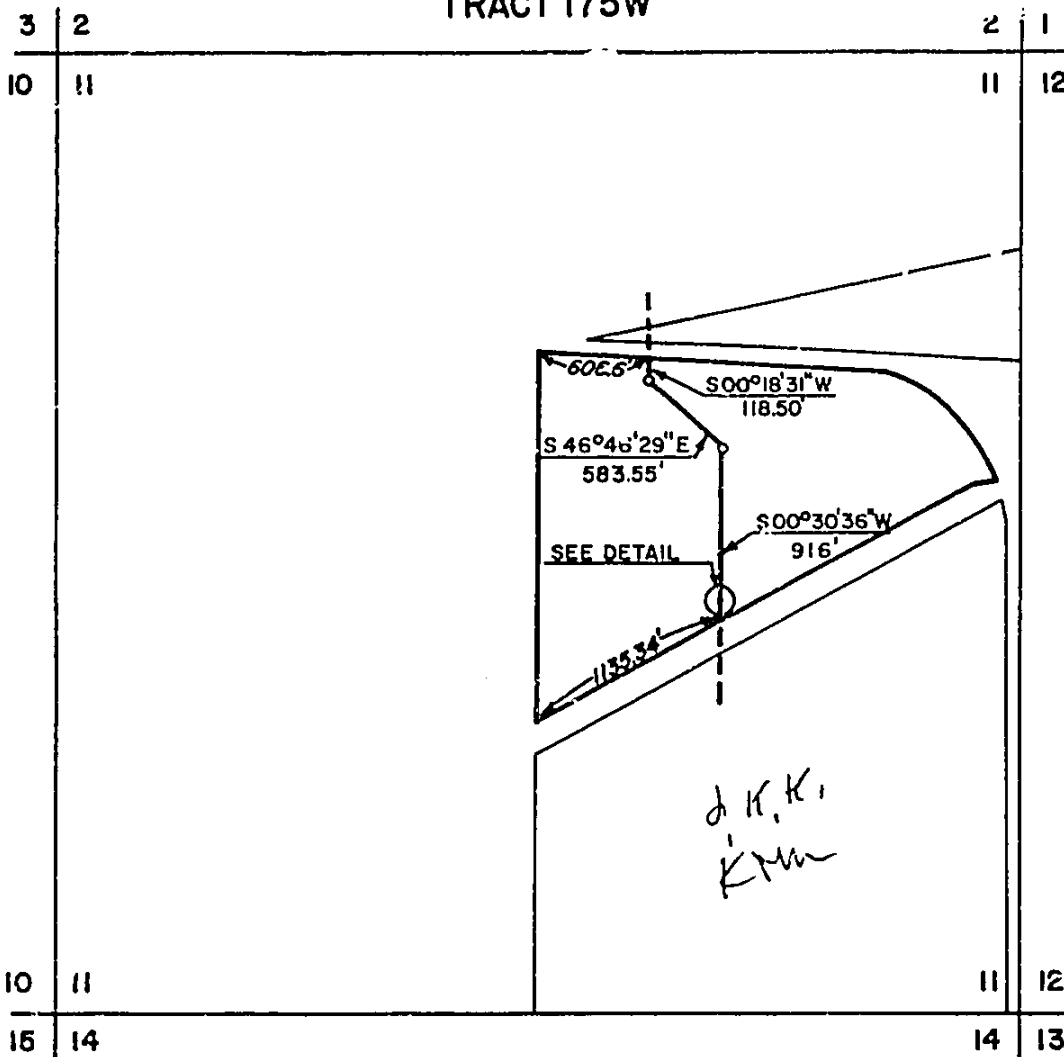
PERMANENT R/W (57.5' FEET) = 0.07 AC.  
TEMPORARY WORK SPACE = 0.03 AC.

SCALE 1" = 1000'		DR. DATE LJVC 1-17-91		KRG T Kern River Gas Transmission Company	
NO.		BY DATE		PROPOSED EASEMENT CENTERLINE ACROSS THE PROPERTY OF JOSEPH K. KNORR, TRUSTEE	
1 REVISED TITLE BLOCK MI		5-14		KE-TI-1000-29W	
NO.		BY DATE		DRAWING NO. LL-173W	
NO.		BY DATE		REV 1	

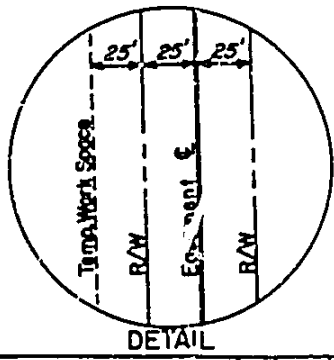
BK 6317 pg 1959

EXHIBIT "B"

SALT LAKE COUNTY, UTAH  
SECTION 11, T 1 S-R 2 W  
TRACT 175W



*J.K.K.  
KRM*



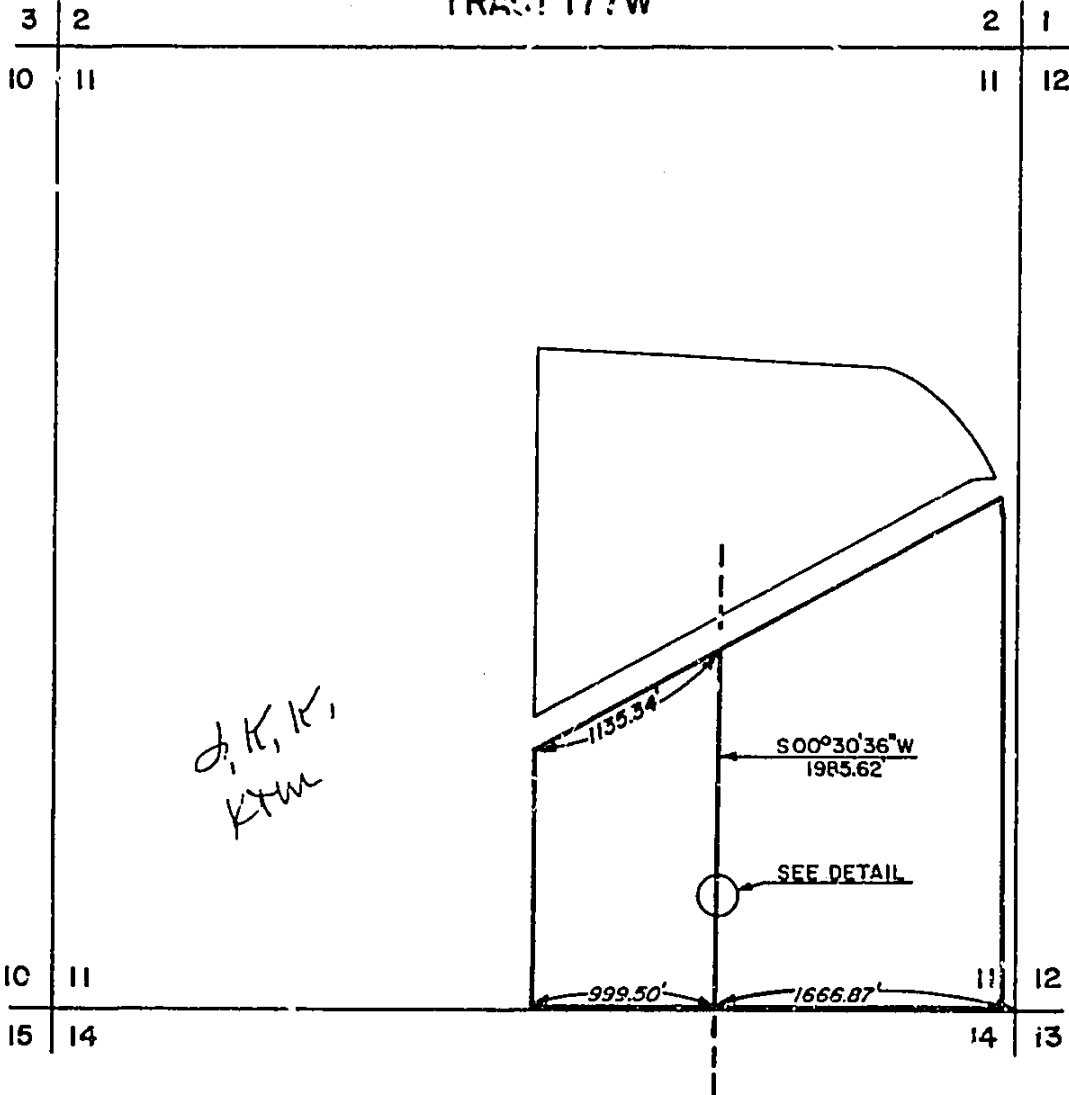
PERMANENT R/W (1,618.05' FEET) = 1.86 AC.  
TEMPORARY WORK SPACE = 0.93 AC.

		SCALE 1" = 1000'		Kern River Gas Transmission Company PROPOSED EASEMENT CENTERLINE ACROSS THE PROPERTY OF <b>JOSEPH K. KNORR, TRUSTEE</b>		
		DR. LJVC	DATE 1-18-91			
		ENGR.				
		APPR.				
		FINAL APPR.				
I	REROUTE	MI	5-14			
NO.	REVISION	BY	DATE	REF. ALIGN. SHEET KE-TI-1000-29W	DRAWING NO. LL-175W	REV 1

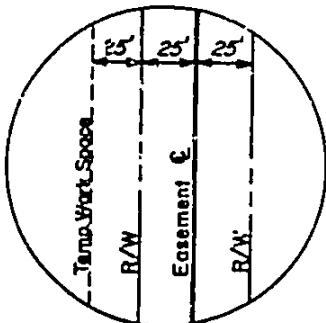
BK 6317 pg 1960

EXHIBIT "C"

SALT LAKE COUNTY, UTAH  
SECTION 11, T 1 S - R 2 W  
TRACT 177W



*J. K. K.,  
KTM*



DETAIL

PERMANENT R/W (1,985.62' FEET) = 2.28 AC.  
TEMPORARY WORK SPACE = 1.14 AC.

SCALE 1" = 1000'		KRG Kern River Gas Transmission Company	
DR. LJVC	DATE 1-19-91	PROPOSED EASEMENT CENTERLINE ACROSS THE PROPERTY OF	
ENGR.		JOSEPH K. KNORR, TRUSTEE	
APPR.			
NO. 1	REVISION REVISED TITLE BLOCK	BY MI	DATE 5-14
	NO.	BY	DATE
	FINAL APPR.	REF. ALIGN. SHEET KE-TI-1000-29W	DRAWING NO. LL-177W
			REV 1

BK6317PG1961