

16  
4 Parcel Number: 58-040-0345& 0346

Return to:  
Kern River Gas Transmission Company  
Attn: Land Department  
P.O. Box 71400  
Salt Lake City, Utah 84171-0400

← M

ENT 117674:2009 PG 1 of 4  
RODNEY D. CAMPBELL  
UTAH COUNTY RECORDER  
2009 Nov 12 2:36 pm FEE 16.00 BY CS  
RECORDED FOR KERN RIVER GAS

Tract No: 296W

**KERN RIVER GAS TRANSMISSION COMPANY  
EXCLUSIVE FACILITY EASEMENT**

On this, the 27<sup>th</sup> day of July, 2009, for Ten Dollars (\$10.00) and other valuable consideration, Hidden Canyon LLC, ("Grantor"), whose address is 1501 Technology Blvd., A-Way #400, Orem, Utah 84097, does hereby grant, sell and convey to KERN RIVER GAS TRANSMISSION COMPANY, P.O. Box 71400, Salt Lake City, Utah 84171-0400 ("Grantee"), its successors and assigns, an exclusive facility easement ("Easement") in order to locate, survey, construct, entrench, maintain, repair, remove, replace, protect, fence, inspect change the size of, and operate a valve or valves, and/or appurtenances above and /or below the surface of the ground, including but not limited to control devices, satellite dish, piping, electronic equipment, communication equipment, buildings, fences and related facilities ("Facilities") in connection with the operation of its pipelines on the following described premises in the County of Utah, for the transportation of natural gas and/or other related products, on, over, above and through the land described below. Grantor warrants that it is the owner in fee simple of the land, situated in the County of Utah; State of Utah, to wit:

Township 5 South, Range 1 West  
Section 30: S1/2

A legal description of the property encumbered by this Easement is attached hereto in Exhibit "attachment-1," incorporated into and made a part of this agreement by this reference, of which is designated by Grantee's survey which encumbers approximately 550 square feet; .001 acres.

This Easement conveys to Grantee the right of ingress and egress to and from, along its pipeline right-of-way, and with the right to use existing and future roads, for the purposes of surveying, constructing, inspecting, repairing, protecting, operating and maintaining said Facilities, and the removal or replacement of same at will, either in whole or in part ("Work"). Grantee shall have the right of exclusive use of any portion of said property occupied by Grantee's improvements which may be constructed on or above the surface. Grantee may use such portions of the property along and adjacent to said Easement as may be reasonably necessary during construction and maintenance of the Facilities.

Grantee shall have the right to cut and keep clear without payment of damages all trees, brush, native growth or foliage 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 within the Easement area.

Grantee shall possess the above-described rights and Easement, together with all rights necessary to operate, protect and maintain the Facilities involved with the Easement granted to the Grantee, its successors and assigns. Grantee may assign the rights and Easement granted under this agreement, either in whole or in part, subject to the terms of this agreement, with such rights and Easement deemed as covenants running with the land and to be binding upon Grantor, its 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 the improvements constructed on it. Upon such abandonment action, Grantee may, at its discretion, execute and record a reconveyance and release of this Easement whereupon this right-of-way and Easement with all rights and privileges mutually granted, shall be fully canceled and terminated.

Grantee shall indemnify and hold Grantor harmless from and against any and all loss, damage, or injury which may result from the construction, operation and maintenance of the Facilities; provided, however, that said loss, damage, or injury does not arise out of or result from the actions of the Grantor, his/her agents or employees.

Grantor agrees to indemnify Grantee against any environmental liability that predates the date of this Easement or that was caused solely by the Grantor's actions or inactions.

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 shall be subrogated to such lien and rights.

It is mutually understood and agreed that this Easement and the attached exhibits, as written, cover and include 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 of this Easement.

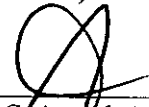
The terms, conditions and provisions of this agreement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties.

IN WITNESS WHEREOF the parties have EXECUTED THIS CONVEYANCE AND AGREEMENT THIS 27<sup>th</sup> DAY OF July, 2009.

Hidden Canyon LLC  
(Grantor)

  
By: \_\_\_\_\_

**KERN RIVER GAS TRANSMISSION COMPANY:  
(GRANTEE)**

  
\_\_\_\_\_  
Brent G. Arnold, Attorney-in-Fact

ACKNOWLEDGMENT

ACKNOWLEDGMENT

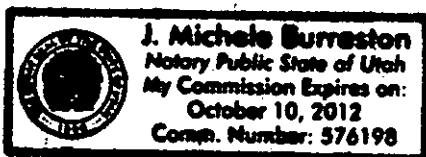
STATE OF UTAH )

COUNTY OF Salt Lake )

On the 27<sup>th</sup> day of July, 2009, Nathan Ricks personally appeared before me J. Michele Burreston and being by me duly sworn, did say that he/she is the Manager, for Hidden Canyon LLC, and that the above Facility Easement was signed on behalf of Hidden Canyon LLC, and said Nathan Ricks acknowledged to me that he/she as such Manager executed the same.

My commission expires:

J. Michele Burreston  
Notary Public in and for the  
State of Utah



ACKNOWLEDGMENT - ATTORNEY-IN-FACT

STATE OF UTAH )

COUNTY OF SALT LAKE )

On the 30<sup>th</sup> day of July, 2009, Brent G. Arnold personally appeared before me Brent G. Arnold 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 Facility Easement was signed on behalf of Kern River Gas Transmission Company, and said Brent G. Arnold acknowledged to me that he as such Attorney-in-Fact executed the same.

My commission expires:

May 7, 2010

Jeanne H. Young  
Notary Public in and for the  
State of Utah  
Salt Lake County

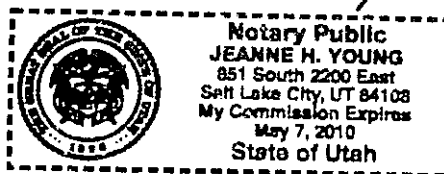
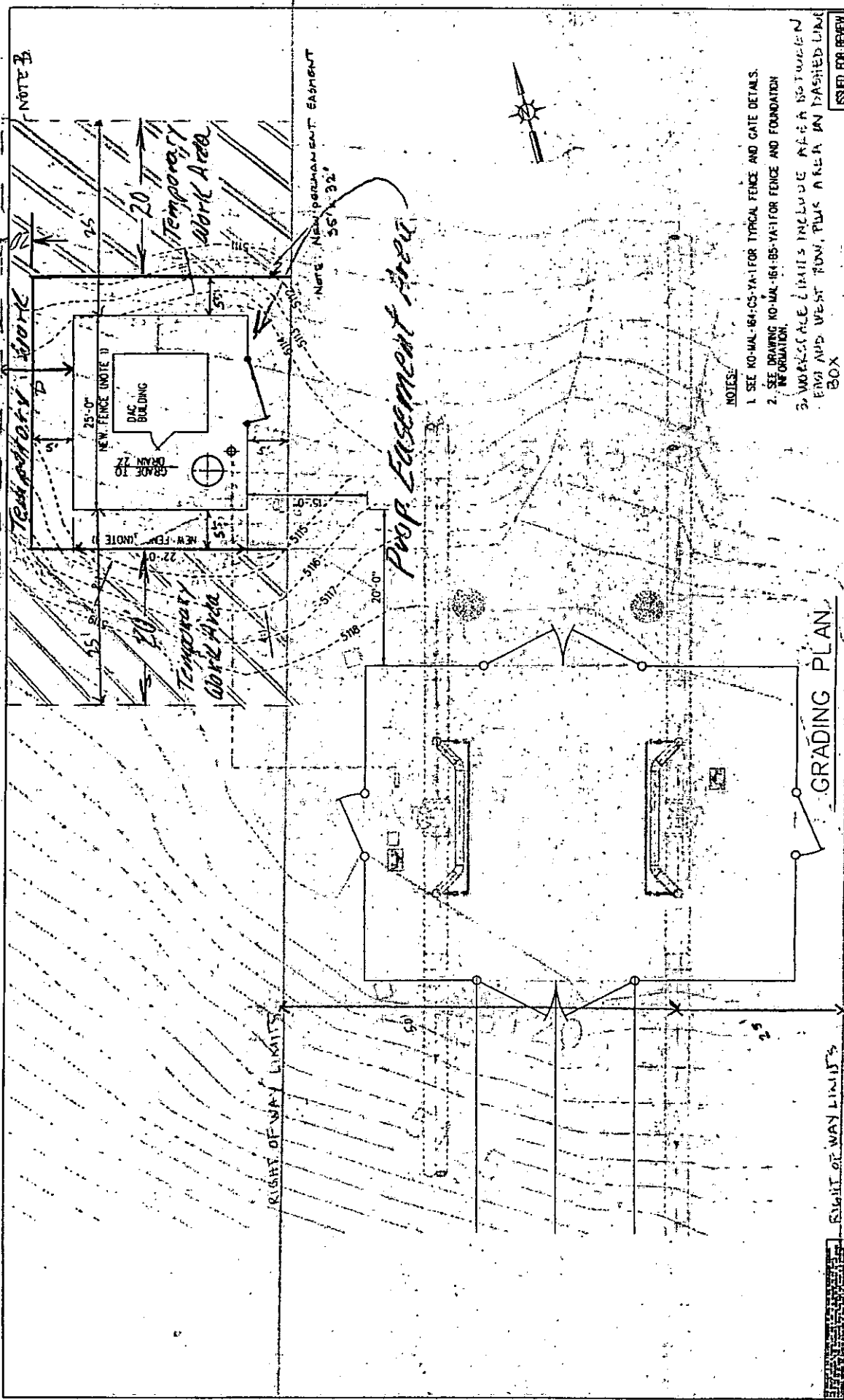


Exhibit  
"attachment-1"



NOTE 3

NOTE: NEW PERMANENT EASEMENT 56' x 32'

NOTES:

1. SEE KO-MAL-04-05-YA-1 FOR TYPICAL FENCE AND GATE DETAILS.
2. SEE DRAWING KO-MAL-04-05-YA-1 FOR FENCE AND FOUNDATION INFORMATION.
3. WORKABLE LIMITS INCLUDE AREA BETWEEN EMB AND WEST ROW, PLUS AREA IN DASHED LINE BOX

ISSUED FOR REVIEW  
**URS**  
 1111 W. 10th Street, Suite 200  
 Salt Lake City, UT 84119  
 TEL: (801) 581-1000

KERN RIVER GAS TRANSMISSION COMPANY  
 38" MAINLINE  
 MAINLINE VALVE 184  
 GRADING PLAN  
 UTAH COUNTY, UTAH

NO.	DATE	BY	CHKD.	DESCRIPTION

**Kern River**  
 GAS TRANSMISSION COMPANY  
 A SUBSIDIARY OF KIMBERLY CLARK CORP.

NO.	DATE	BY	CHKD.	DESCRIPTION

NO.	DATE	BY	CHKD.	DESCRIPTION

NO.	DATE	BY	CHKD.	DESCRIPTION