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Recorded at the request of  
Kern River Gas Transmission Company

When Recorded Mail to:  
Kern River Gas Transmission Company  
1615 West 2200 South, Suite C  
Salt Lake City, UT 84119  
Attn: Cynthia Lowrey

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ENT 1759;2002 PG 1 of 4  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2002 Jan 07 12:54 pm FEE 18.00 BY JRD  
RECORDED FOR KERN RIVER GAS TRANSMISSION

Assessor Parcel No. 58-034-0016

**KERN RIVER GAS TRANSMISSION COMPANY  
RIGHT-OF-WAY AND EASEMENT**

On this, the 2nd day of January, 2002, for Ten Dollars (\$10.00) and other valuable consideration, Arlo F. Johnson and Huitau Allred Johnson as Trustees, or the successor trustees, of the Johnson Family Trust, dated June 19, 2000 ("Grantor"), whose address is 2070 E 3620 South, Salt Lake City, UT 84109, do(es) hereby grant, sell and convey to **KERN RIVER GAS TRANSMISSION COMPANY**, P.O. Box 58900, Salt Lake City, Utah 84158-0900 ("Grantee"), its successors and assigns, an exclusive right-of-way and easement ("Easement") to locate, survey, construct, entrench, maintain, repair, replace, protect, inspect and operate a pipeline or pipelines, cathodic equipment and/or appurtenances which may be constructed above or below ground including but not limited to valves and metering equipment; electrical and/or communications cable, underground conduit, splicing boxes; and roads ("facilities") which may be over, under 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 OF THE SALT LAKE BASE AND MERIDIAN**

Section 21: Commencing at the Northwest corner of the Southwest quarter; thence East 4813.86 feet; thence South 4°48' West 1818.7 feet; thence Northeasterly along curve 169 feet; thence North 4°48' East 1722 feet; thence East 335.68 feet; thence South 20 chains West along North side of Union Pacific Railroad right of way 24.35 chains to point 11.75 chains more or less South of center of Southeast quarter of said Section 21; thence West along North side of Union Pacific Railroad right of way 22.4 chains, more or less, to point 18.55 chains West of center of Southeast quarter of said Section 21; thence West 22.15 chains along North side of Union Pacific Railroad right of way to point 5 chains South of the Northeast corner of the Northwest quarter of the Southwest quarter of said Section 21; thence West 20.6 chains, more or less, along North side of Union Pacific Railroad right of way to beginning. Being all that part of ground lying North of Union Pacific Railroad right of way in South half of Section 21, Township 5 South, Range 1 West, Salt Lake Meridian.

Commencing at the Northeast corner of Section 21, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence South 40 chains; thence West 80 chains; thence North 10 chains; thence East 6.50 chains; thence North 10 chains; thence East 5 chains; thence North 20 chains;

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thence East 13.50 chains; thence South 16 chains; thence East 12 chains; thence North 5 chains; thence East 5 chains; thence South 5 chains; thence East 8 chains; thence North 5 chains; thence East 10 chains; thence South 5 chains; thence East 15 chains; thence North 16 chains; thence East 85.54 feet; thence South 4°48' West 2649.30 feet; thence East 130.46 feet retrace; thence North 4°48' East 2649.30 feet; thence East 114 feet, more or less, to beginning.

Subject to right of way and easement now existing and/or of record. All oil and mineral rights of whatsoever kind and nature are reserved by grantors.

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The Permanent Easement and Right-of-Way shall be a strip of land 50 feet in width being 25 feet on each side of the centerline of the pipeline as constructed.

This Easement conveys to Grantee the right of ingress and egress to and from, and access on and within said right-of-way, with the right to use existing and future roads for the purposes of surveying, constructing, inspecting, repairing, protecting, operating and maintaining the facilities and the addition, removal or replacement of same at will, either in whole or in part, with either like or different size pipe ("work"). During temporary periods Grantee may use such portions of the 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.

Grantee agrees that within a reasonable time following the completion of its work and subject to weather and/or soil conditions, Grantee shall, as near as practicable, restore said right-of-way to its original contour and condition. Grantee agrees to compensate Grantor adequately for damages which directly result from its work, including loss of business, timber, growing crops, pasture and livestock. Any other recognizable damages to other real or personal property that resulted from its work shall be repaired by Grantee, or the Grantor shall be compensated for such repairs. Grantee shall have the right to cut and to 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.

Grantee shall possess the above-described rights and Easement, together with all rights necessary to operate, protect and maintain the facilities within the right-of-way 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 grant, with such rights and Easement deemed to be 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 right-of-way and 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.

Grantor reserves the right to use and enjoy said property except for the purposes granted in this Easement. Grantor shall have the right to cultivate, work, plow, harvest and use the land granted within the Easement so long as it shall not hinder, conflict or interfere with Grantee's surface or subsurface rights or disturb its ability to operate, maintain and protect its facilities. No road, reservoir, excavation, change in surface grade, obstruction or structure shall be constructed, created or maintained within the described Easement area.

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 agreement.

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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 2nd DAY OF January, 2002

The Johnson Family Trust, dated June 19, 2000

Ario F. Johnson  
Ario F. Johnson, Trustee

Huitau Allred Johnson  
Huitau Allred Johnson, Trustee

KERN RIVER GAS TRANSMISSION COMPANY

Paula Reuter  
Attorney-in-Fact

ACKNOWLEDGMENT

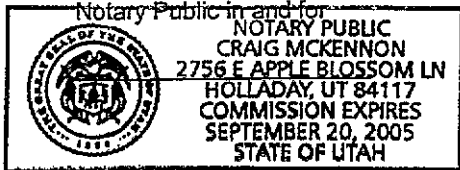
STATE OF Utah

COUNTY OF Salt Lake

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The foregoing instrument was acknowledged before me this 2nd day of January, 2002,  
by Arlo F. Johnson and Huitau Allred Johnson,  
both Trustees of the Johnson Family Trust dated June 19, 2000.

My Commission Expires: 9-20-2005 Craig McKennon



Salt Lake County,  
State of Utah

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_,  
by \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Notary Public in and for \_\_\_\_\_  
\_\_\_\_\_  
County,  
State of \_\_\_\_\_

ACKNOWLEDGMENT—ATTORNEY-IN-FACT

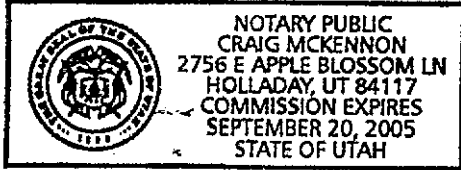
STATE OF Utah

COUNTY OF Salt Lake

On this 3rd day of January, 2002, Paula Rueter  
personally appeared before me and being by me duly sworn, did say that she/~~he~~ is the Attorney-in-Fact of Kern River  
Gas Transmission Company, and that the Agreement was signed on behalf of Kern River Gas Transmission  
Company and said Paula Rueter acknowledged to me that  
she/~~he~~ as such Attorney-in-Fact executed the same.

My Commission Expires: \_\_\_\_\_  
Craig McKennon  
Notary Public in and for

9-20-2005  
Salt Lake County,



State of Utah

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