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Parcel Number: 27323000290000

Return to:
Kern River Gas Transmission Company
Attn: Land Department
2755 E Cottonwood Parkway, Suite 300
Salt Lake City, Utah 84121

12708397
01/31/2018 04:24 PM \$24.00
Book - 10643 Pg - 5967-5974
ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
KERN RIVER GAS TRANSMISSION CO
2755 E COTTONWOOD PKWY #300
SLC UT 84121
BY: CRP, DEPUTY - WI 8 P.

Tract No: XXXXXX

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

On this, the 26 day of January, 2018, for Ten Dollars (\$10.00) and other valuable consideration, SUBURBAN LAND RESERVE, INC., ("Grantor"), a Utah Corporation, does hereby sell and convey to KERN RIVER GAS TRANSMISSION COMPANY, a Delaware Corporation ("Grantee"), its successors and assigns, an exclusive facility easement ("Easement") in order to locate, survey, construct, entrench, maintain, repair, replace, protect, inspect and operate an odorization facility and/or appurtenances including but not limited to valves, metering equipment, piping, electronic equipment, communication equipment, buildings, fences and related facilities ("Facilities") that are necessary for the operation and maintenance of the pipeline for the transportation of natural gas and/or other related products, on, over, above and through a portion of the land described below (the "Grantor's Property"):

<u>Subdivision</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>P.M.</u>
SWSW	32	3S	1W	Salt Lake

A legal description of the property encumbered by this Easement (the "Easement Area") is attached hereto in Exhibit "A," incorporated into and made a part of this agreement by this reference.

Grantee accepts the Easement Area and all aspects thereof in its "AS IS", "WHERE IS" condition, without warranties, either express or implied, "with all faults", including but not limited to both latent and patent defects, and the existence of hazardous materials, if any.

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's right of ingress and egress shall include the right to repair, protect, maintain and use roads immediately adjacent to the Easement Area which may be reasonably necessary for ingress and egress to Grantee's improvements. Grantee shall have the right of exclusive use of the portion of the Easement Area occupied by Grantee's improvements which may be constructed on, under or above the surface. Grantee may use such portions of Grantor's Property immediately adjacent to the Easement Area as may be reasonably necessary during construction, maintenance and operation of the Facilities.

Grantee and its agents, servants, employees, consultants, contractors and subcontractors (collectively, "Grantee's Agents") shall enter upon the Easement Area at their sole risk and hazard, and Grantee and its successors and assigns, hereby release Grantor from any claims relating to the condition of the Easement Area and the entry upon the Easement Area by Grantee and Grantee's Agents.

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 commercially reasonable 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. Upon prior written notification, Grantee may assign the rights and Easement granted under this agreement, either in whole or in part, subject to the terms of this agreement, including the rights to perform the Work on behalf of, or in conjunction with Grantee. The rights and Easement granted herein (including any and all rights that are assigned by Grantee) will be deemed as covenants running with the land and to be binding upon Grantor, its heirs, legal representatives and successors in title.

4810-7492-1560

Grantee will comply with all applicable present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers that are not preempted by the applicable federal laws and regulation including the Natural Gas Act. Grantee's obligations include complying with all Hazardous Waste Laws relating to industrial hygiene, environmental protection, or the use, analysis, generation, manufacture, storage, disposal, or transportation of any Hazardous Substances.

As used in this Agreement, the term "**Hazardous Substances**" means all hazardous and toxic substances, wastes or materials, including without limitation, all materials containing properties that may be hazardous to human health or the environment and/or are included under, subject to or regulated by any Hazardous Waste Laws.

As used in this Agreement, the term "**Hazardous Waste Laws**" means any and all present and future applicable (i) federal, state and local statutes, laws, rules or regulations; (ii) judicial or administrative interpretations thereof, including any judicial or administrative orders or judgments; and (iii) ordinances, codes, plans, injunctions, decrees, permits, demand letters, concessions, grants, franchises, licenses, agreements, notices, or other governmental restrictions, relating to the protection of the public health, welfare, and the environment, or to any actual, proposed or threatened storage, holding, existence, release, emission, discharge, spilling, leaking, pouring, pumping, injection, dumping, discarding, burying, abandoning, generation, processing, abatement, treatment, removal, disposition, handling, transportation or other management of any Hazardous Substance or any other activity or occurrence that causes or would cause any such event to exist.

Grantee may at any time permanently abandon said Easement and, at its discretion, may remove, or abandon in place the improvements constructed on it, provided such abandonment and removal is done in accordance with standard industry practices. 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.

Prior to and at all times after initially entering upon the Grantor's Property for any purpose, Grantee and Grantee's Agents shall at their sole expense maintain with a reputable company or companies acceptable to Grantor: (i) a policy or policies of commercial general liability insurance with respect to the Grantor's Property and the operations of or on behalf of Grantee and/or Grantee's Agents on or about the Grantor's Property, including but not limited to owned and nonowned automobile (vehicle) liability, personal and advertising injury, blanket contractual, broad form property damage and product/completed operations liability coverage for not less than five million dollars (\$5,000,000.00) combined single limit bodily injury, death and property damage liability per occurrence; (ii) Endorsement CG 00 39 (removing the pollution exclusion) or its equivalent, with the same limits of liability as set forth above; and (iii) workers compensation insurance in an amount required by law, together with employers liability, with each insurance policy containing a Waiver of Subrogation endorsement by the insurance carrier in favor of Grantor.

Grantee shall provide that the policies of insurance required above shall be primary and shall name Grantor as additional insured with respect to the obligations in this Agreement, and shall apply severally to Grantor and Grantee, with the provision that any other insurance carried by Grantor shall be non-contributing. Neither the amount nor the scope of any of the obligations of Grantee under this agreement or otherwise, including without limitation, indemnity obligations, shall be limited to the amount of the insurance Grantee is required to maintain hereunder. Any policies required hereunder may be made a part of a blanket policy of insurance, so long as such blanket policy contains all of the provisions required herein and does not in any way reduce the coverage, impair the rights of Grantor hereunder or negate the requirements of this Agreement.

Grantee and its successors and assigns hereby agree to indemnify, defend (with counsel acceptable to Grantor) and hold harmless Grantor, and any entity controlling, controlled by or under control with Grantor ("**Affiliates**"), and its and their Affiliates' officers, directors, employees, managers, members, agents, servants, successors, and assigns from and against any and all liens, liabilities, encumbrances, costs, demands, claims, penalties, fines, judgments, losses, and/or damage (including, without limitation, diminution in the value of the Grantor's Property, costs or expenses (including attorneys' fees, consultant fees, and expert fees) including for the death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly out of: (i) any discharge or release in or from the Grantor's Property of any Hazardous Substances relating to the pipeline or Grantee's disposal, release, threatened release, discharge, or generation of Hazardous Substances to, in, on, under, about, or from the Grantor's Parcel, except that this clause shall not apply to Hazardous Substances existing on the Grantor's Parcel prior to the effective date of this Agreement, unless the release or discharge of the Hazardous Substances existing on the Grantor's Parcel prior to the effective date of this Agreement was caused by Grantee or Grantee's agents, servants, employees, and/or contractors, in which case this clause shall apply; (ii) the acts and omissions of Grantee and Grantee's Agents; (iii) the use of the Grantor's Property by Grantee and Grantee's Agents; and (iv) any breach or default by Grantee or Grantee's Agents of any of Grantee's obligations

under this Agreement; provided, however, that the foregoing indemnity shall not apply to the extent any such claim is caused by the negligence or willful misconduct of Grantor or Grantor's successors and assigns.

Grantee's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, any and all reasonable costs incurred in connection with any investigation of site conditions, and any and all reasonable costs of any required or necessary repair, cleanup, detoxification, or decontamination of the Grantor's Parcel, and the preparation and implementation of any closure, remedial action, or other required plans in connection therewith. The terms and conditions of this provision shall remain effective after the expiration or termination of this Agreement, so long as the event for which the indemnification is needed occurred prior to such expiration or termination.

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. Additionally, Grantee shall keep the Grantor's Parcel free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Grantee, and shall indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on the Grantor's Parcel and/or the property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Grantee or any of Grantee's Agents. Any such liens shall be released of record within thirty (30) days.

If any action, suit, or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement or if a party finds it necessary to retain an attorney to enforce its rights under this Agreement, all costs and expenses of the prevailing party incident to such proceeding or retention, including reasonable attorneys' fees, shall be paid by the non-prevailing party.

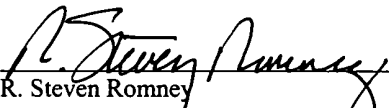
It is mutually understood and agreed that this Easement and the attached exhibits, as written, cover and include all of the agreements and stipulations between the parties with respect to the Easement, and that no representations or statements, verbal or written, have been made modifying, adding to or changing the terms of this Easement.

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah without regard to conflict of laws principles.


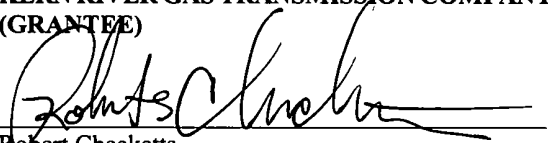
The terms, conditions and provisions of this agreement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties.

IN WITNESS WHEREOF the parties have EXECUTED THIS CONVEYANCE AND AGREEMENT THIS 26 DAY
OF January, 2018.

**SUBURBAN LAND RESERVE, INC..
(GRANTOR)**


R. Steven Romney
President and Chief Executive Officer

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



Robert Checketts
Vice President, Operations and Engineering

ACKNOWLEDGMENT

STATE OF UTAH)

COUNTY OF SALT LAKE)

On the 26 day of January, 2018, R. Steven Romney personally appeared before me
R. Steven Romney, and being by me duly sworn, did say that he/she is the President and Chief Executive Officer of SUBURBAN LAND RESERVE, INC., and that the above Facility Easement was signed on behalf of SUBURBAN LAND RESERVE, INC, and said R. Steven Romney acknowledged to me that he/she as such President and Chief Executive Officer executed the same.

My commission expires:

8/9/2021

Marilyn F. Nielson
Notary Public in and for the
State of Utah



ACKNOWLEDGMENT

STATE OF UTAH)

COUNTY OF SALT LAKE)

On the 31st day of January, 2018, Robert Checketts personally appeared before me
Brittany McBride, and being by me duly sworn, and that the above Facility Easement was signed on behalf of Kern River Gas Transmission Company, and said Robert Checketts acknowledged to me that he executed the same.

My commission expires:

10/19/2021

Brittany McBride
Notary Public in and for the
State of Utah

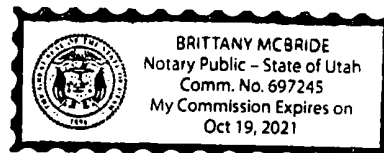


EXHIBIT A

Easement Description

EXHIBIT "A"
DESCRIPTION FOR A PERMANENT EASEMENT

BEING A SITE DESCRIPTION FOR A PROPOSED PERMANENT EASEMENT, FOR A PIPELINE FACILITY LOCATED IN THE SW 1/4 OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH, BEING A PORTION OF PARCEL 4, OF CORRECTIVE SPECIAL WARRANTY DEED DESCRIBED IN ENTRY No. 12651849, BOOK 10616, PAGES 3848-3859, SALT LAKE COUNTY RECORDS, SALT LAKE COUNTY, UTAH; SAID SITE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING at the southwest corner of section 32, Township 3 South, Range 1 West, SLBM, a found brass cap in street vault, from which the south quarter of said section 32, a found brass cap in street vault, bears S89°35'27"E, 2,653.10 Feet; thence N61°13'03"E, 267.80 Feet to a calculated point for the **POINT OF BEGINNING** of the site described herein, said point of beginning being the NW corner of said site;

THENCE over and across said Parcel 4, the following courses and distances:

N53°29'30"E, 88.00 Feet to a point;

S37°27'55"E, 105.00 Feet to a point;

S52°32'44"W, 66.05 Feet to a point on the south line of said Parcel 4;

N89°33'49"W, 18.52 Feet along the south line of Parcel 4 to a point;

N36°32'36"W, leaving the south line of Parcel 4, 25.24 Feet to a point;

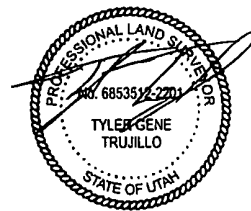
N75°59'32"W, 12.58 Feet to a point;

N37°22'00"W, 60.00 Feet to the **POINT OF BEGINNING**

Said site contains **8,911.78 SQFT**, or **0.20 Acres**, more or less

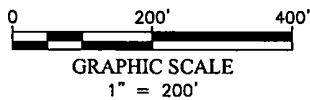
Notes:

- 1) For additional information, see attached easement plat (Exhibit "B") made in conjunction with and considered an integral part of the above described easement.
- 2) Bearings shown hereon are grid bearings and are based on Utah State Plane Coordinate System, Central Zone (4302), NAD83(2011) Geoid 12B. Distances shown hereon are ground at average elevation, measured in U.S. Survey Feet.
- 3) This description and the attached easement plat (Exhibit "B") were prepared for the purposes of creating an easement and are not intended for use as a property boundary survey.
- 4) Record information shown hereon is based upon a public records search performed by a title company.
- 5) Date of Survey: 12/01/2017



Surveying And Mapping, LLC
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
Tx. Firm Reg. No. 10064300


Tyler Gene Trujillo Date 12-29-17
Registered Professional Land Surveyor
6853512-2201



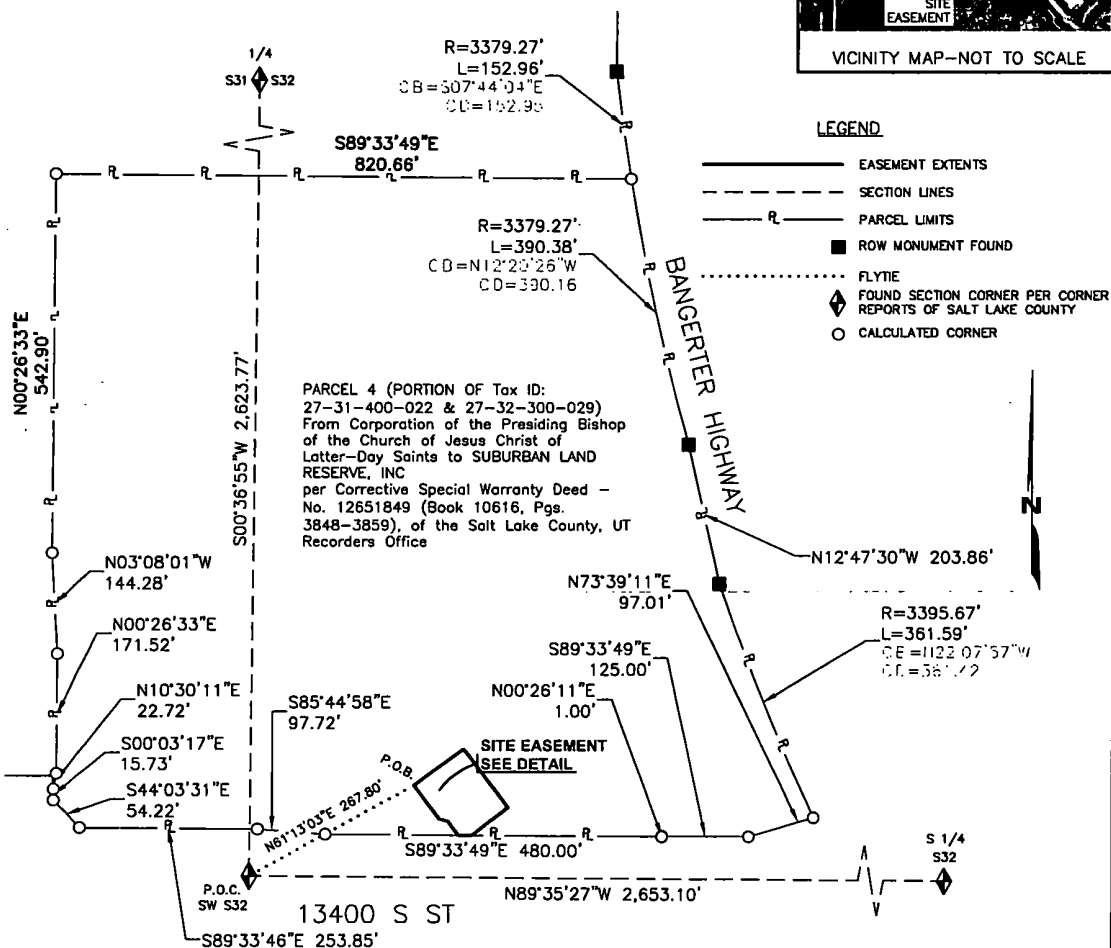
PLAT OF EASEMENT EXHIBIT "B" SALT LAKE COUNTY, UTAH

**PERMANENT EASEMENT AREA
0.20 ACRES**

LOCATED WITHIN THE SW 1/4 SECTION 32,
TOWNSHIP 3 SOUTH, RANGE 1 WEST, SLBM
SALT LAKE COUNTY, UT



VICINITY MAP—NOT TO SCALE

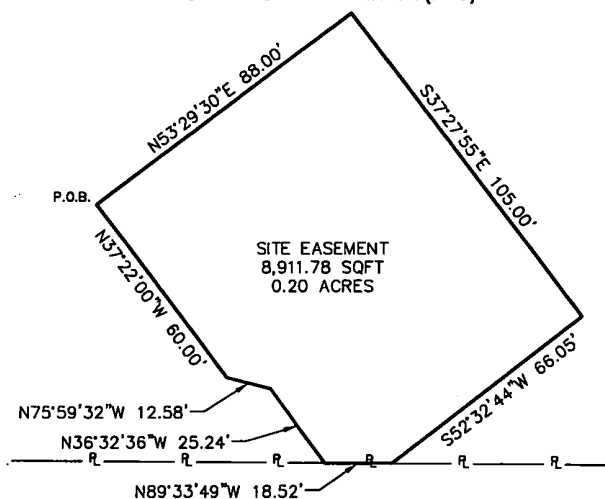


LEGEND

- EASEMENT EXTENTS
- - - SECTION LINES
- - - PARCEL LIMITS
- ROW MONUMENT FOUND
- ◆ FLYTIE
- ◆ FOUND SECTION CORNER PER CORNER REPORTS OF SALT LAKE COUNTY
- CALCULATED CORNER

PARCEL 4 (PORTION OF Tax ID:
27-31-400-022 & 27-32-300-029)
From Corporation of the Presiding Bishop
of the Church of Jesus Christ of
Latter-Day Saints to SUBURBAN LAND
RESERVE, INC
per Corrective Special Warranty Deed -
No. 12651849 (Book 10616, Pgs.
3848-3859), of the Salt Lake County, UT
Recorders Office

SITE EASEMENT DETAIL (NTS)



NOTES:

1. ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON UTAH STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4302), NAD83 (2011). ALL DISTANCES ARE GROUND AT AVERAGE ELEVATION, MEASURED IN U.S. SURVEY FEET.
2. RECORD INFORMATION SHOWN HEREON IS BASED UPON A PUBLIC RECORDS SEARCH PERFORMED BY A TITLE COMPANY.
3. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF EASEMENT.
4. THIS EASEMENT PLAT AND THE ATTACHED DESCRIPTION WERE PREPARED FOR THE PURPOSES OF CREATING AN EASEMENT AND ARE NOT INTENDED FOR USE AS A PROPERTY BOUNDARY SURVEY.

TYLER GENE TRUJILLO
6853512-2201
UTAH

12-29-17
DATE

PROJECT: KERN RIVER SITE EASEMENT
JOB NUMBER: 41768
SURVEY DATE: 12/01/2017
SURVEYOR: TGT
TECHNICIAN: TGT
DRAWING: SITE EASEMENT PLAT.DWG
TRACT ID:



KERN RIVER GAS TRANSMISSION COMPANY
PERMANENT SITE EASEMENT
ACROSS THE SUBURBAN LAND RESERVE,
INC. TRACT
SALT LAKE COUNTY, UTAH

SHEET 2 OF 2

PATH: E:\1017041768\100\SURVEY\08PLATS\SITE EASEMENT PLAT_R1.DWG

TRUJILLO 12/29/2017 9:37 AM

WORD: FN38024