

Recorded at the request of
Kern River Gas Transmission Company

E 2517143 B 4983 P 438-442
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
03/17/2010 01:22 PM
FEE \$26.00 Pgs: 5
DEP. RTT REC'D FOR KERN RIVER GAS T
RANSMISSION CO.

When Recorded Mail to:
Kern River Gas Transmission Company
Attn: Land Department
PO Box 71400
Salt Lake City, UT 84171-0400

RETURNED
MAR 17 2010

pt 01-106-0032

Kern River Gas Transmission Company
EXCLUSIVE RIGHT-OF-WAY AND EASEMENT

State of Utah

County of Davis

KNOW ALL MEN BY THESE PRESENTS, that the undersigned **Eaglewood Village, Inc.**, whose address is: 13525 South Venicia Way, Draper, UT 84020, hereinafter referred to as **Grantor**, for and in consideration of the sum of ten dollars and other considerations, to the Grantor in hand paid by **Kern River Gas Transmission Company**, P.O. Box 71400, Salt Lake City, Utah 84171-0400, 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, an exclusive right-of-way and easement to locate, survey a route, construct, entrench, maintain, protect, inspect and operate a pipeline and/or communications cable with appurtenances including but not limited to valves, metering equipment, electrical cable, cathodic equipment, underground conduit, cables, splicing boxes and roads (said pipeline, communications cable, appurtenances, valves, metering equipment, cathodic equipment, underground conduits, cables, splicing boxes, markers and roads being hereinafter sometimes collectively called the "facilities") over, under and through the hereinafter described land, approximately along the line designated by survey heretofore made or hereafter to be made by Grantee, through and over the said land on a right-of-way more specifically described as:

Those certain parcels of land situated in Section 11, Township 1 North, Range 1 West, SLB&M, Davis County, Utah, more particularly described on attached Exhibits "A" and "B".

To the extent that any discrepancy exists between the legal description and survey heretofore made or hereinafter described and the actual location of the pipeline, the actual location of the pipeline shall govern, with the right-of-way and easement running parallel to and extending 25 feet on each side of the actual location of the centerline of the pipeline as it exists on Grantor's property.

This right-of-way and easement shall carry with it the right of ingress and egress to and from, and access on and along said right-of-way, with the right to use existing and future roads, 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. 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.

TO HAVE AND TO HOLD 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 easement herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon Grantor, his heirs, legal representatives and successors in title.

Grantee may at any time permanently abandon said right-of-way and at its discretion may remove or abandon in place facilities 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 be fully cancelled and terminated.

Grantee shall compensate the Grantor for damages to Grantor's growing crops, pasture, fences, livestock and other real or personal property improvements caused by the construction, maintenance, repair, replacement or removal of the facilities. Grantee shall compensate the Grantor for damages to Grantor's timber caused by the initial construction of the facilities; thereafter, 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.

Grantee further agrees that within a reasonable time following the completion of construction, Grantee shall restore said right-of-way. Restoration shall include, where necessary, final grading, reseeding and installation of erosion control measures.

| Tract Number | APN Number |
|---------------|-------------|
| UT-DA-113.000 | |
| UT-DA-114.000 | 01-106-0032 |

Grantor reserves the right to use and enjoy said property except for the purposes herein granted, but such use shall not hinder, conflict or interfere with Grantee's surface or subsurface rights hereunder or disturb its facilities

and no road, reservoir, excavation, change in surface grade, obstruction or structure shall be constructed, created or maintained on, over, along of within said right-of-way without Grantee's prior written consent.

Grantor represents and warrants that it is the owner in fee simple of the said described lands. 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, and Grantor agrees to subordinations of any liens or mortgages as Grantee deems necessary or appropriate.

It is hereby understood that the parties securing this grant on behalf of the Grantee are without authority to make any covenant or agreement not herein expressed.

WITNESS THE EXECUTION HEREOF THE 16 DAY OF March, 2010.

GRANTOR:

Eaglewood Village, Inc.

By: Steven F. Lowe, Pres.
(Printed Name, Title)

ACKNOWLEDGMENT

State of Utah

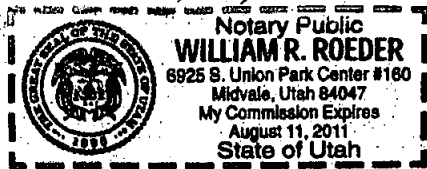
County of Salt Lake

On March 15, 2010 before me, William R. Roeder
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Personally appeared Steven F. Lowe
Names(s) of Signer(s)

personally known to me --OR-- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted and has said authority, executed the instrument.

WITNESS my hand and official seal.



| | |
|---------------|-------------|
| Tract Number | APN Number |
| UT-DA-113.000 | |
| UT-DA-114.000 | 01-106-0032 |

EXHIBIT "A" - PLAT

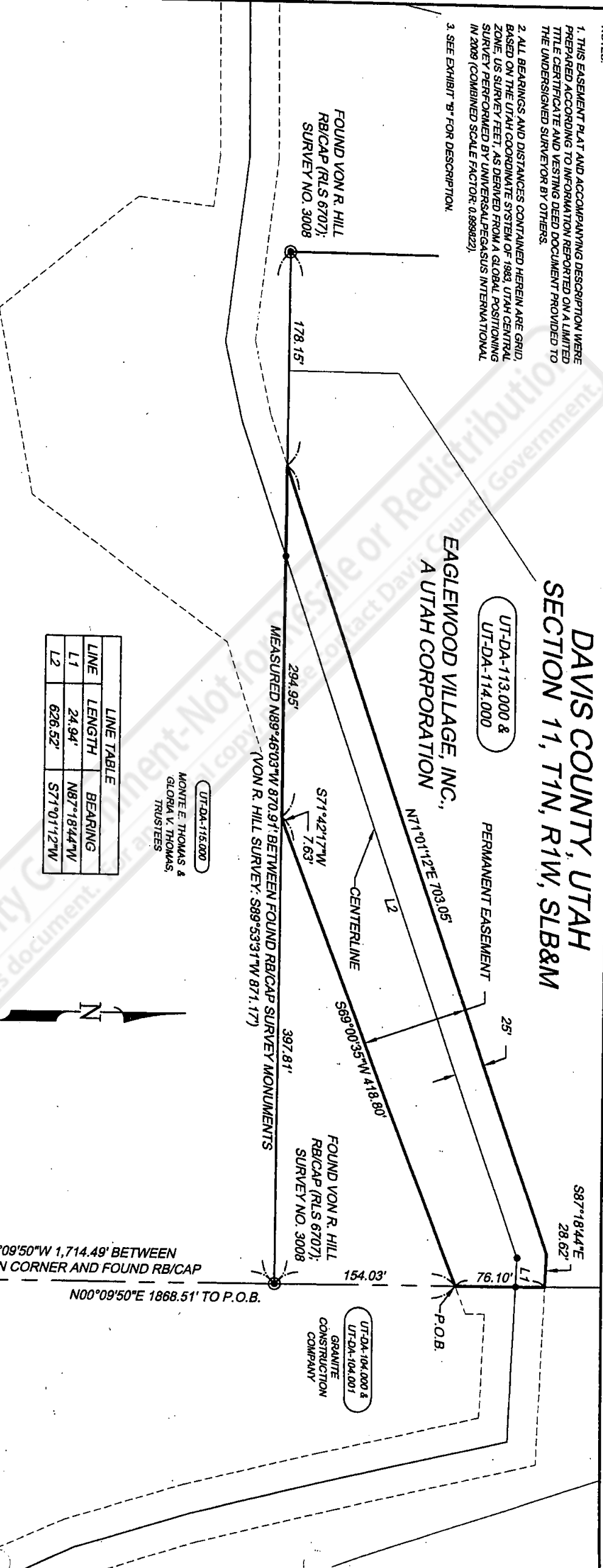
DAVIS COUNTY, UTAH
SECTION 11, T1N, R1W, SLB&M

EAGLEWOOD VILLAGE, INC.,
A UTAH CORPORATION

UT-DA-113.000 &
UT-DA-114.000

PERMANENT EASEMENT

- NOTES:
1. THIS EASEMENT PLAT AND ACCOMPANYING DESCRIPTION WERE PREPARED ACCORDING TO INFORMATION REPORTED ON A LIMITED TITLE CERTIFICATE AND VESTING DEED DOCUMENT PROVIDED TO THE UNDERSIGNED SURVEYOR BY OTHERS.
 2. ALL BEARINGS AND DISTANCES CONTAINED HEREIN ARE GRID, BASED ON THE UTAH COORDINATE SYSTEM OF 1983, UTAH CENTRAL ZONE, US SURVEY FEET, AS DERIVED FROM A GLOBAL POSITIONING SURVEY PERFORMED BY UNIVERSAL PEGASUS INTERNATIONAL IN 2009 (COMBINED SCALE FACTOR: 0.999822).
 3. SEE EXHIBIT "B" FOR DESCRIPTION.

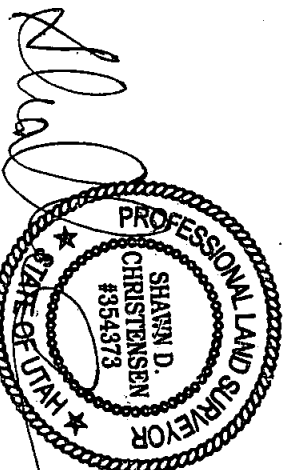
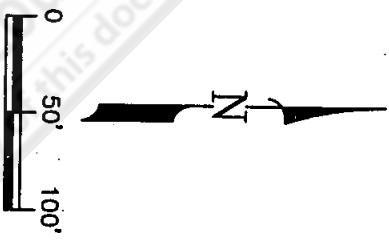


LINE TABLE

| LINE | LENGTH | BEARING |
|------|---------|-------------|
| L1 | 24.94' | N87°18'44"W |
| L2 | 626.52' | S71°01'12"W |

- LEGEND
- SLB&M SALT LAKE BASE & MERIDIAN
 - P.O.C. POINT OF COMMENCEMENT
 - P.O.B. POINT OF BEGINNING
 - P.O.T. POINT OF TERMINATION
 - BLM BUREAU OF LAND MANAGEMENT
 - RB/CAP REBAR AND CAP SURVEY MONUMENT

TOTAL DISTANCE ACROSS PROPERTY: 651.46 FEET
AREA OF PERMANENT EASEMENT & R.O.W.: 1.21 ACRES



SHAWN D. CHRISTENSEN
REGISTERED PROFESSIONAL LAND SURVEYOR
UTAH REGISTRATION NO. 354373

Universal Pegasus
INTERNATIONAL

| NO. | REVISIONS | BY | CHKD. | DATE | SCALE | 1"=100' | DATE |
|-----|----------------------------|-----|-------|----------|------------|---------|----------|
| A | REVISE EASEMENT DIMENSIONS | BEG | | 02/04/10 | DRAWN: | BEG | 11/25/09 |
| | | | | | DESIGNED: | | |
| | | | | | PROL ENG.: | | |
| | | | | | CHECKED: | | |
| | | | | | APPD.: | | |
| | | | | | JOB NO.: | 15338 | |

TITLE: PERMANENT EASEMENT & RIGHT-OF-WAY UPON THE PROPERTY OF EAGLEWOOD VILLAGE, INC., A UTAH CORPORATION, DAVIS COUNTY, UTAH

EXPANSION
CONSTRUCTION COMPANY

DWG NO. 15338-UT-DA-113.000

REV. A

P.O.C.: SOUTHEAST CORNER, SECTION 11, T1N, R1W, SLB&M, FOUND 1952 BLM MONUMENT

SOUTH 1/4 CORNER, SECTION 12, T1N, R1W, SLB&M, FOUND MONUMENT

589°32'21"E 2.630.01' BETWEEN SECTION CORNERS

500°09'50"W 1,714.49' BETWEEN SECTION CORNER AND FOUND RB/CAP

N00°09'50"E 1868.51' TO P.O.B.

UT-DA-115.000
MONTE E. THOMAS &
GLORIA V. THOMAS,
TRUSTEES

UT-DA-104.000 &
UT-DA-104.001
GRANITE
CONSTRUCTION
COMPANY

EXHIBIT "B" - DESCRIPTION

APEX EXPANSION PROJECT
KERN RIVER TRACT NO. UT-DA-113.000 & 114.000
EAGLEWOOD VILLAGE, INC., A UTAH CORPORATION
DAVIS COUNTY, UTAH

DESCRIPTION OF A PERMANENT EASEMENT AND
RIGHT-OF-WAY UPON THE PROPERTY OF
EAGLEWOOD VILLAGE, INC., A UTAH CORPORATION

Description of a permanent easement and right-of-way upon, over, under, across, and through the property of Eaglewood Village, Inc., A Utah Corporation, and situated in Section 11, Township 1 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah, said permanent easement and right-of-way being more particularly described as follows with all bearings and distances herein being grid based upon the Utah Coordinate System of 1983, Central Zone (U.S. Survey Feet), as derived from a Global Positioning System survey performed by UniversalPegasus International in 2009 (combined scale factor: 0.999822):

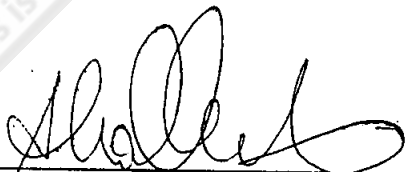
COMMENCING at a found 1952 Bureau of Land Management section corner monument for the southeast corner of Section 11, Township 1 North, Range 1 West, Salt Lake Base and Meridian, from said corner a found section corner monument for the south one-quarter corner of Section 12, Township 1 North, Range 1 West, Salt Lake Base and Meridian, bears South 89°32'21" East 2,630.01 feet in conformance with the Utah Coordinate System of 1983, Central Zone;

THENCE North 00°09'50" East 1,868.51 feet along the apparent easterly line of said Section 11 through a found rebar and cap survey monument set by Von R. Hill (Registered Land Surveyor 6707) in conjunction with Record of Survey filing number 3008, to the **TRUE POINT OF BEGINNING**;

AND RUNNING THENCE the following bearings and distances:

THENCE South 69°00'35" West 418.80 feet; THENCE South 71°42'17" West 7.63 feet; THENCE North 89°46'03" West 294.95 feet; THENCE North 71°01'12" East 703.05 feet; THENCE South 87°18'44" East 28.62 feet; THENCE South 00°09'50" West 76.10 feet to the **TRUE POINT OF BEGINNING**.

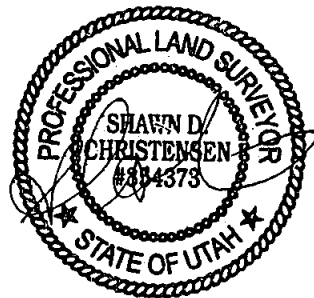
CONTAINING 1.21 acres



Shawn D. Christensen
Professional Land Surveyor
Utah Registration No. 354373

2-12-10

Date:



SEAL

If this description and accompanying plat are not sealed with the stamped seal of the registered professional land surveyor, whose signature appears above, it should be considered as a copy and not the original.

Eaglewood Property

Existing
Questar PL

