

E 2285197 B 4316 P 1935-1972  
 RICHARD T. MAUGHAN  
 DAVIS COUNTY, UTAH RECORDER  
 07/02/2007 03:23 PM  
 FEE \$94.00 Pgs: 38  
 DEP RT REC'D FOR KERN RIVER GAS TR  
 ANSMISSION CO

**RECORDED**

**JUL 02 2007**

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

Parcel Number(s): 01-388-1220, 01-388-1201, 01-388-1203, 01-388-1204, 01-388-1205, 01-389-1323, 01-389-1331, 01-390-1605, 01-390-1606, 01-391-1607, 01-391-1608

### **SPECIFIC ENCROACHMENT AGREEMENT EAGLEPOINTE ESTATES**

This Specific Encroachment Agreement ("Agreement") is hereby entered into this 15<sup>th</sup> day of March, 2007, by and between **Kern River Gas Transmission Company**, a Texas general partnership, with offices located at 2755 E. Cottonwood Parkway, Suite 300, Salt Lake City, Utah 84121 ("Kern River"), and **Eaglepointe Development L. C.**; a Utah limited liability company with offices located at 585 West 500 South, Suite 110, Bountiful, Utah 84010 ("Encroaching Party"). As used herein, Kern River and Encroaching Party shall also include their respective agents, contractors, employees, and representatives. Kern River and Encroaching Party are sometimes jointly referred to as the "Parties."

WHEREAS, Kern River owns, operates and maintains 36-inch diameter high pressure interstate pipelines which transport natural gas from southwestern Wyoming to points of delivery in Utah, Nevada and California; said pipelines are generally buried underground pursuant to easements and rights of way of record.

WHEREAS, Encroaching Party desires to construct, install and maintain subdivision improvements (i.e. roadways, curb, gutter, sidewalk, underground utilities) (collectively the "Encroachments") over, under and through Kern River's pipeline easement and desires to obtain Kern River's consent therefore. Encroaching Party has submitted to Kern River copies of its construction plans and specifications for construction of the Encroachments (collectively the "Drawings"), attached hereto as Exhibit A-2.

WHEREAS, the portion of Kern River's right of way within which Encroaching Party proposes to construct and maintain the Encroachments is recorded in the Davis County Recorder's Office on the easements listed on Exhibit D hereto; the rights of way described in those easements are collectively herein referred to as the "Easement".

WHEREAS, the Easement within which Encroaching Party proposes to construct and maintain the Encroachments as part of its Eaglepointe Estates development is located in Section 13, Township 1 North, Range 1 West, SLB&M, North Salt Lake City, Davis County, Utah and is more particularly described on the Vicinity Map labeled Exhibit A-1.

WHEREAS, Kern River is willing to permit, and Encroaching Party desires to construct, the Encroachments within Kern River's Easement subject to the conditions contained in this Agreement.

THEREFORE, in consideration of the mutual promises and benefits contained herein, the parties agree as follows:

1. REPRESENTATIONS: Encroaching Party hereby represents and warrants that it has or will obtain all appropriate agreements, approvals, authorizations, certificates, licenses, zoning and permits from any and all landowners and agencies, public and private, for the construction activities contemplated herein.

2. AUTHORIZATION: Kern River hereby authorizes Encroaching Party to install, construct and maintain the Encroachments on the Easement(s) in accordance with the terms of this Agreement. This Agreement shall apply only to the Encroachments specifically identified herein. Any additional encroachments are expressly prohibited unless this Agreement is amended in writing or another written encroachment agreement or encroachment permit is entered into by the Parties.

3. NO WARRANTY: Kern River does not warrant the condition of its Easement(s) nor its fitness or suitability for any particular purpose. In addition, Kern River does not warrant its Easement(s) for or against subsidence, compaction, or geotechnical stability of any kind including but not limited to, faults, sinkholes or hydrologic integrity.

4. COSTS: Encroaching Party shall cause all construction activities including, but not limited to, surveying, leveling, grading, compacting, paving, removal, reclaiming, restoration, revegetation, re-contouring, repairing, construction and re-construction of the Encroachments to be completed at no cost or expense to Kern River.

5. CONSTRUCTION OF ENCROACHMENTS: Construction will be performed according to the Drawings (Exhibit A-2), Scope of Work (Exhibit A-3) and using only the equipment listed on the Equipment List (Exhibit A-4). All construction, continued and future use of the Encroachment on the Easement(s) shall meet the Encroachment Specifications set forth in Exhibit B hereto. Any deviation from these Specifications, Scope of Work, drawings and equipment type must receive prior approval in writing from Kern River.

6. INSPECTION AND REIMBURSEMENT: Kern River shall provide at least one onsite inspector ("Inspector") while Encroaching Party is working within Kern River's Easement(s). All of Encroaching Party's work within Kern River's Easement(s) shall be performed to the satisfaction of Inspector. In the event Inspector deems Encroaching Party's work within the Easement(s) to be unsafe, of poor quality or inconsistent with the terms of Exhibit A-1 through A-4 or Exhibit B attached hereto, Inspector is authorized to stop all work within the Easement(s) until the appropriate corrective measures are implemented. The presence or non-presence of Inspector shall not alleviate Encroaching Party from liability or damages arising from its construction of the Encroachments and it shall be Encroaching Party's sole responsibility to perform the construction in a safe and workmanlike manner. Kern River shall not be responsible to Encroaching Party or any third party for the cost of any delays occasioned by a work stoppage ordered by Inspector. Encroaching Party shall reimburse Kern River for the cost of providing Inspector(s) at a rate not to exceed \$500.00/day. Kern River shall submit a monthly invoice to Encroaching Party until the project is complete. Encroaching Party agrees to pay said invoice within 30-days of each submittal.

7. **PAYMENT BOND:** Prior to commencing any construction activities within Kern River's Easement, Encroaching Party shall provide in a form acceptable to Kern River a payment bond in the amount of \$50,000.00. Said bond shall ensure payment by Encroaching Party of any invoices from Kern River for the inspection services described herein. Unless otherwise agreed to in writing by Kern River, Encroaching Party shall provide the payment bond within five (5) business days of the execution of this agreement and maintain said bond in a form acceptable to Kern River throughout the construction of the Encroachments and until such time as Kern River is paid in full for its inspection services. In the event Kern River is not paid in full within thirty (30) days the amount stated on an invoice for inspection services, Kern River may call the bond for payment. If Kern River is forced to call the bond for payment prior to completion of the Encroachments, Encroaching Party shall cease all activity within Kern River's Easement and replenish the bond prior to continuing any construction of Encroachments.

8. **ONE-CALL NOTICES:** Encroaching Party shall notify Kern River through the local One-Call Service a minimum of 48 hours before excavation or grading work commences on or near Kern River's Easement(s).

9. **CATHODIC PROTECTION:** All metallic utility lines crossing Kern River's pipelines shall have cathodic test leads connecting both the utility and the pipelines. Kern River will install, at Kern River's expense, such test leads on its pipelines if required.

10. **STREETS:** Any streets or roads constructed over the pipelines for normal traffic shall maintain no less than five and one half feet (5'-6") of cover from top of pipe to the finished grade. Any road or street utilized by large construction type vehicles or other types of heavy equipment that crosses the Easement(s) will be constructed and maintained as directed by Kern River or its Inspector. These crossings shall be reviewed in the field, on an individual basis, by Inspector. Any roads or streets permitted under this Agreement must be approved by Inspector and constructed in accordance with the specifications set forth in Exhibits A and B.

11. **RESTORATION:** Encroaching Party shall be responsible for restoration of all disturbed land and damages on Kern River's Easement(s) caused by Encroaching Party, its contractors, agents and employees in any way related to or arising from the construction or maintenance of the Encroachments.

12. **EXCAVATION TECHNIQUES:** Any excavation within 5 feet of the pipelines shall be performed with hand tools and in the presence of Kern River's Inspector. Mechanical excavation equipment must be positioned so that the equipment cannot reach within 2 feet of the pipelines.

13. **FENCES:** Kern River may require Encroaching Party to install safety fences to define a corridor surrounding the pipelines. Any fences installed shall be the sole responsibility of Encroaching Party and any costs incurred for fence installation shall be borne by Encroaching Party. The type of fence shall be decided in the field by Inspector after consultation with Encroaching Party. Openings in said fence for road crossings shall be at locations designated by Inspector. Fences shall be continually maintained by Encroaching Party.

14. **BLASTING:** Should blasting be required for the project, a blasting plan must be submitted thirty days in advance to Kern River for prior review and approval. No blasting may take place without prior written consent from Kern River.

**15. PIPELINE MAINTAINANCE:** If either pipeline is excavated and exposed as part of activities described herein, or at Kern River's request, Kern River will be given the opportunity to inspect and perform maintenance on the pipelines before they are reburied. This inspection and maintenance will be at Kern River's expense; provided, however, that Kern River shall not be responsible to Encroaching Party or any third party for the cost of any delays occasioned by Kern River's inspection and maintenance.

**16. RESERVATION OF RIGHTS:** KERN RIVER RESERVES THE RIGHT TO REMOVE ANY OF THE ENCROACHMENTS IF IN KERN RIVER'S JUDGMENT IT IS NECESSARY TO DO SO IN ORDER TO CONSTRUCT, ALTER, INSPECT, MAINTAIN, REPAIR, REMOVE OR REPLACE THE PIPELINES OR APPURTENANCES LOCATED WITHIN KERN RIVER'S EASEMENT(S) OR IN ORDER TO CONSTRUCT, INSTALL OR MAINTAIN NEW FACILITIES OR OTHERWISE ENJOY ITS EASEMENT RIGHTS. KERN RIVER SHALL NOT BE LIABLE TO ENCROACHING PARTY, ANY THIRD PARTIES, OR ANY SUBSEQUENT OWNER OF THE ENCROACHMENTS FOR ANY DAMAGE TO THE ENCROACHMENTS OCCASIONED BY KERN RIVER'S EXERCISE OF THESE RESERVED RIGHTS. ANY COST TO REPAIR OR REPLACE THE ENCROACHMENTS SHALL BE FOR THE ACCOUNT OF THE OWNER(S) OF THE ENCROACHMENTS AND SUCH REPAIR OR REPLACEMENT SHALL BE COMPLETED AT NO COST OR EXPENSE TO KERN RIVER.

**17. RELATIVE PRIORITY OF RIGHTS:** Kern River, its successors and assigns retain all rights that Kern River enjoys under its Easement(s). Although the Parties foresee the use of the Easement(s) in a mutually agreeable manner, THE PRESENCE OF THE ENCROACHMENTS UNDER THIS AGREEMENT IS SUBORDINATE TO KERN RIVER'S RIGHTS UNDER ITS EASEMENT(S). Encroaching Party agrees to cooperate with Kern River at such times that Kern River accesses the right of way or pipeline facilities. In particular, Encroaching Party agrees to move or cause to be moved any of its or its contractors' personal property including but not limited to equipment, vehicles, and trailers that may prevent Kern River from reasonably accessing said right of way and pipeline facilities in a timely manner. Encroaching Party agrees that its or its contractors' presence on the Easement(s) shall not: a) prevent the timely and easy removal of Encroaching Party's or its contractors' personal property from the Easement(s), or b) prevent Kern River's reasonable reconnaissance of, or access to, the Easement(s) by aerial and/or ground patrol of the area. Except in cases of an emergency, Kern River agrees to give Encroaching Party prior notice of the areas where unrestricted access is required.

**18. REVOCABILITY:** This Agreement shall be revocable, in whole or in part, by Kern River in the event of material or substantial noncompliance with the conditions, terms, requirements or specifications of this Agreement or, in Kern River's sole discretion, for safety related reasons. Kern River shall provide prior written notice of such revocation. In the event of such revocation, as applicable, the Encroachments shall be removed at Encroaching Party's expense.

**19. INDEMNITY:** Encroaching Party agrees to protect, indemnify and hold harmless Kern River, its affiliates, parent corporation(s), subsidiaries, officers, agents and employees from and against any and all loss, damage, injury or death to any person or property, including Kern River, which may arise by reason of or incident to Encroaching Party's occupancy, use,

installation, maintenance, or continuation of the Encroachments within Kern River's Easement(s), unless such loss, damage, injury or death arises out of the sole negligence of Kern River.

**20. INSURANCE REQUIREMENTS:** Prior to performing any work within Kern River's Easement(s), Encroaching Party shall carry insurance as described in Exhibit C-1 attached hereto and provide Kern River with insurance certificates evidencing such coverage (see C-2). Encroaching Party shall require its contractors and sub-contractors of any tier to maintain and provide evidence of similar insurance during any construction within Kern River's Easement(s). Kern River does not represent that the required insurance, whether in scope or amounts of coverage, is adequate to protect the obligations of Encroaching Party or its contractors or sub-contractors, and Encroaching Party and / or its contractors and sub-contractors shall be solely responsible for any deficiencies thereof. Nothing in this section shall be deemed to limit Encroaching Party's liability under this Agreement.

**21. AS-BUILT DRAWINGS:** Within one year following the substantial completion of the Encroachments, Encroaching Party shall provide without charge to Kern River a copy of its "as-built" drawings of the Encroachments.

**22. NOTICES:** All notices to either party hereto shall be in writing and served personally on, or sent by U. S. postal or commercial delivery service to, the addresses hereinabove given.

**23. COOPERATION OF SUBCONTRACTORS:** Encroaching Party shall ensure the cooperation of its contractors and agents with Kern River with respect to the terms and conditions of this Agreement and their involvement with the activities described herein.

**24. ATTORNEYS' FEES:** Kern River shall be entitled to its reasonable costs and attorneys' fees to enforce any provisions of this Agreement, together with interest at twelve percent per annum for any amounts owing to Kern River hereunder.

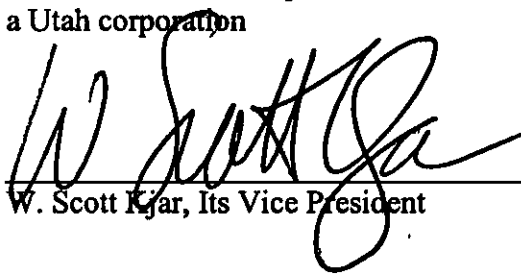
**25. SUBSEQUENT OWNERS OF ENCROACHMENTS:** It is the intention of the Parties that the terms of this Agreement shall apply to subsequent owner(s) of the Encroachments and that any subsequent owner(s) shall take ownership of the Encroachments subject to the terms of this Agreement. This Agreement shall run with the land and Easement(s) and shall inure to the benefit of and be binding on the respective successors, assigns, heirs and personal representatives of the Parties and owner(s) of the Encroachments. Nothing contained herein shall be construed to abrogate, diminish, or relinquish any rights granted by the Easement(s) or to waive statutory, common law or other rights that Kern River may have against subsequent owner(s) of the Encroachments.

**26. AGREEMENT SUBORDINATE TO EASEMENT(S):** This Agreement is subordinate and subject to all terms and conditions of Kern River's Easement(s) with the underlying fee owners and easement holders of record on said lands.

AGREED AND ACCEPTED AS OF THE DATE FIRST WRITTEN ABOVE:

EAGLEPOINTE DEVELOPMENT, L. C.  
a Utah limited liability company

By: Its Manger,  
Excel Investment Corporation,  
a Utah corporation

By:   
\_\_\_\_\_  
W. Scott Kjar, Its Vice President

KERN RIVER GAS TRANSMISSION COMPANY

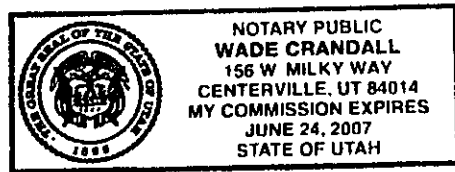
  
\_\_\_\_\_  
By: Brent G. Arnold  
Its: Manager, Land and Environmental



ACKNOWLEDGMENT

STATE OF UTAH )  
 )§  
COUNTY OF Davis )

On the 14<sup>th</sup> day of March 2007, W. Scott Kjar personally appeared before me and being by me duly sworn did say that s/he is the Vice-President of Exxel Investment Corp <sup>o.w</sup> Manager of Eagle Pointe Development, LLC, and that the above Specific Encroachment Agreement was signed on behalf of Eagle Pointe Development, LLC and said W. Scott Kjar acknowledged to me that s/he, as the Vice-President of Exxel Investment Corporation signed the same.



Wade Crandall

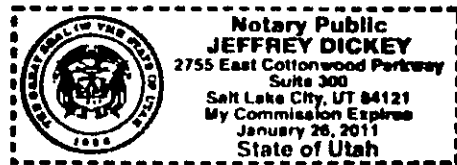
My commission expires:  
6/24/07

Notary Public in and for  
The State of Utah

ACKNOWLEDGMENT - ATTORNEY-IN-FACT

STATE OF UTAH )  
 )§  
COUNTY OF SALT LAKE )

On the 15<sup>th</sup> day of March, 2007 personally appeared before me Brent G. Arnold and being by me duly sworn, did say that he is the Manager of Land and Environmental for Kern River Gas Transmission Company, and that the above Specific Encroachment Agreement was signed on behalf of Kern River Gas Transmission Company, and said Brent G. Arnold acknowledged to me that he as such Manager of Land and Environmental executed the same.



Jeffrey Dickey

My commission expires:  
01/26/2011

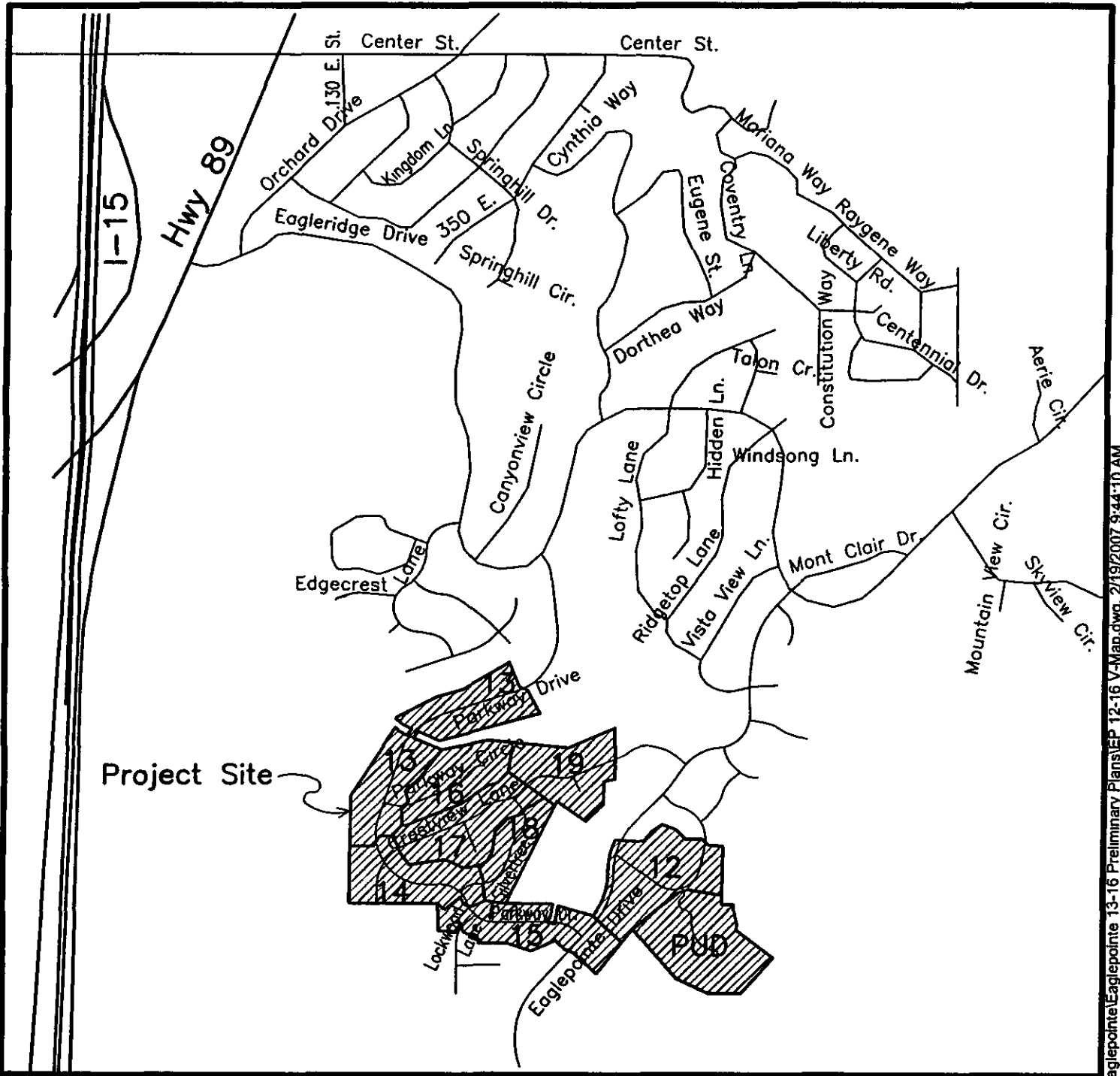
Notary Public in and for  
The State of Utah

**EXHIBIT A-1 Vicinity Map**

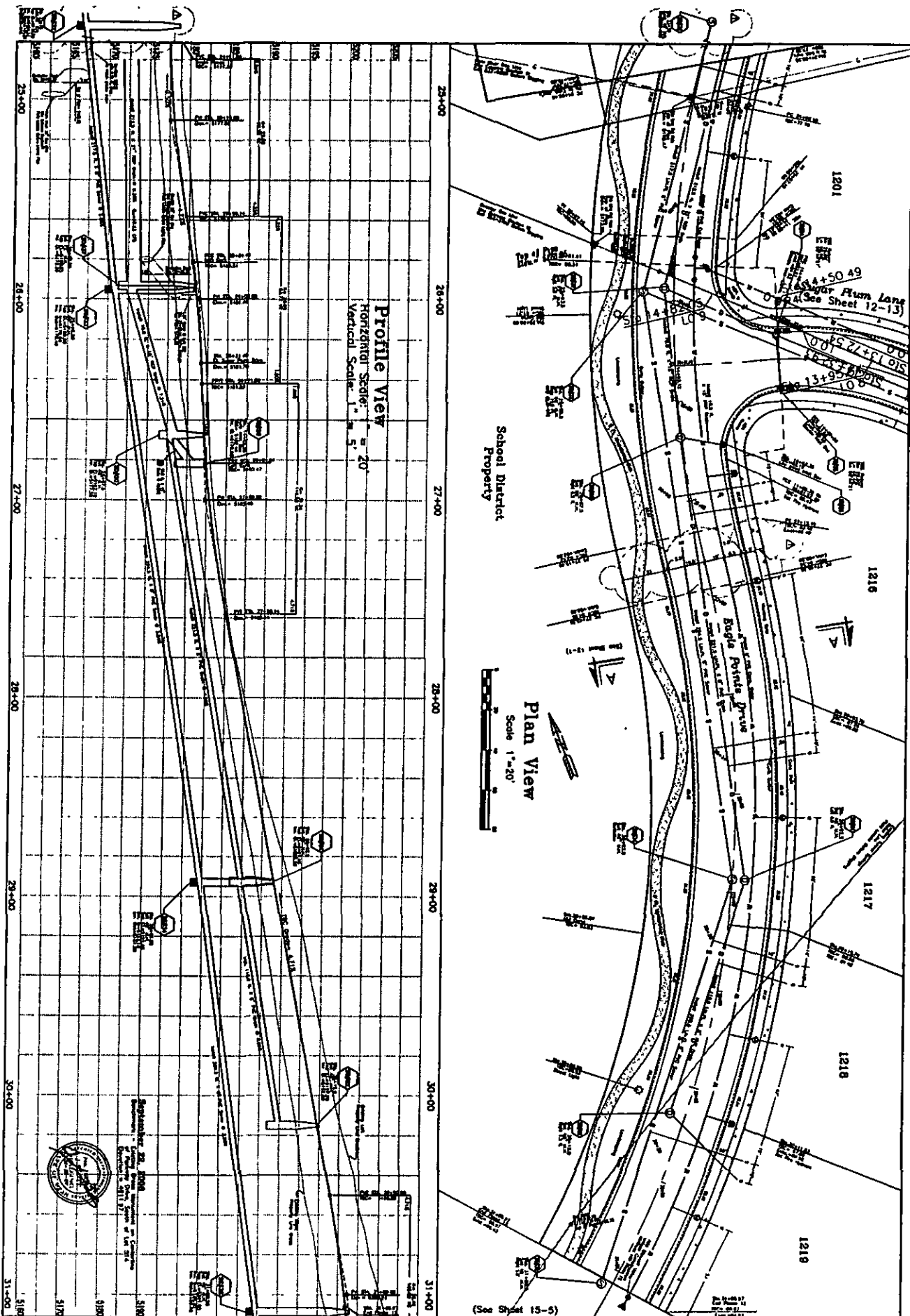
4, 5



# Vicinity Map



**EXHIBIT A-2 Drawings**



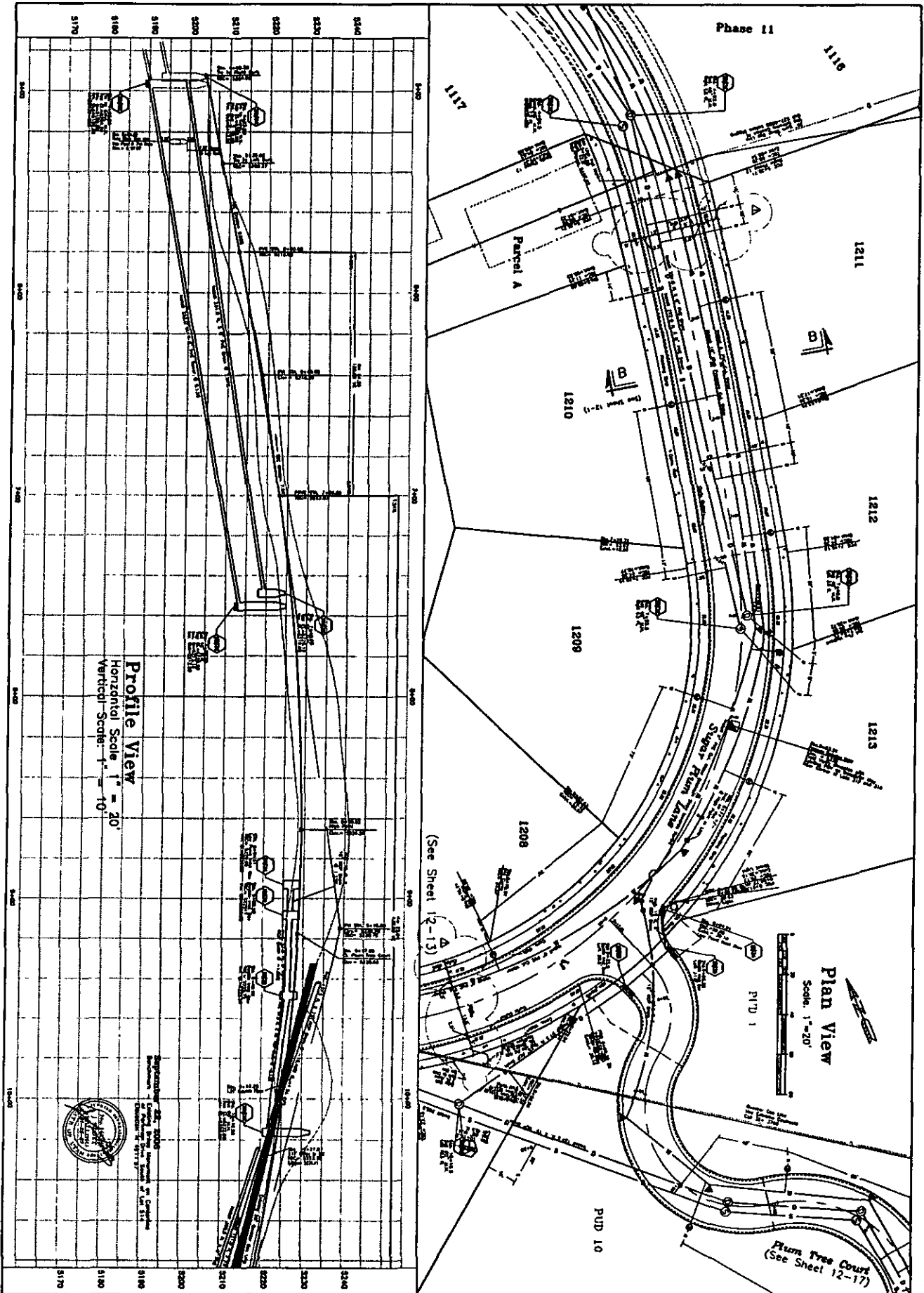
12-11	Surveyor	Revisions		
	Date Surveyed	Date	Description	By
	Drafting	9/18/03	Approved for Construction	JSD
	Checked By	10/25/03	Found as per Survey	JSD
	Date Approved			
File Number				

**Eaglepointe Estates Phases 12 & P.U.D.**  
 Eagle Pointe Drive  
 Located in the North Half of Section 13  
 T1N, R1W, S12E & 6  
 North Salt Lake City, Utah  
 For Walter J. Plumb (Caussey Creek Dev.)  
 809 Edgshill Road, S.L.C. Utah 84103  
 (801) 243-3844

**Balling Engineering**  
 Civil Engineering • Surveying • Planning

322 E. Fawn Lane  
 Centerville, Utah 84014

Phone: (801) 225-7377  
 Fax: (801) 225-0416



**Profile View**  
 Horizontal Scale 1" = 20'  
 Vertical Scale 1" = 10'

**Plan View**  
 Scale 1" = 20'



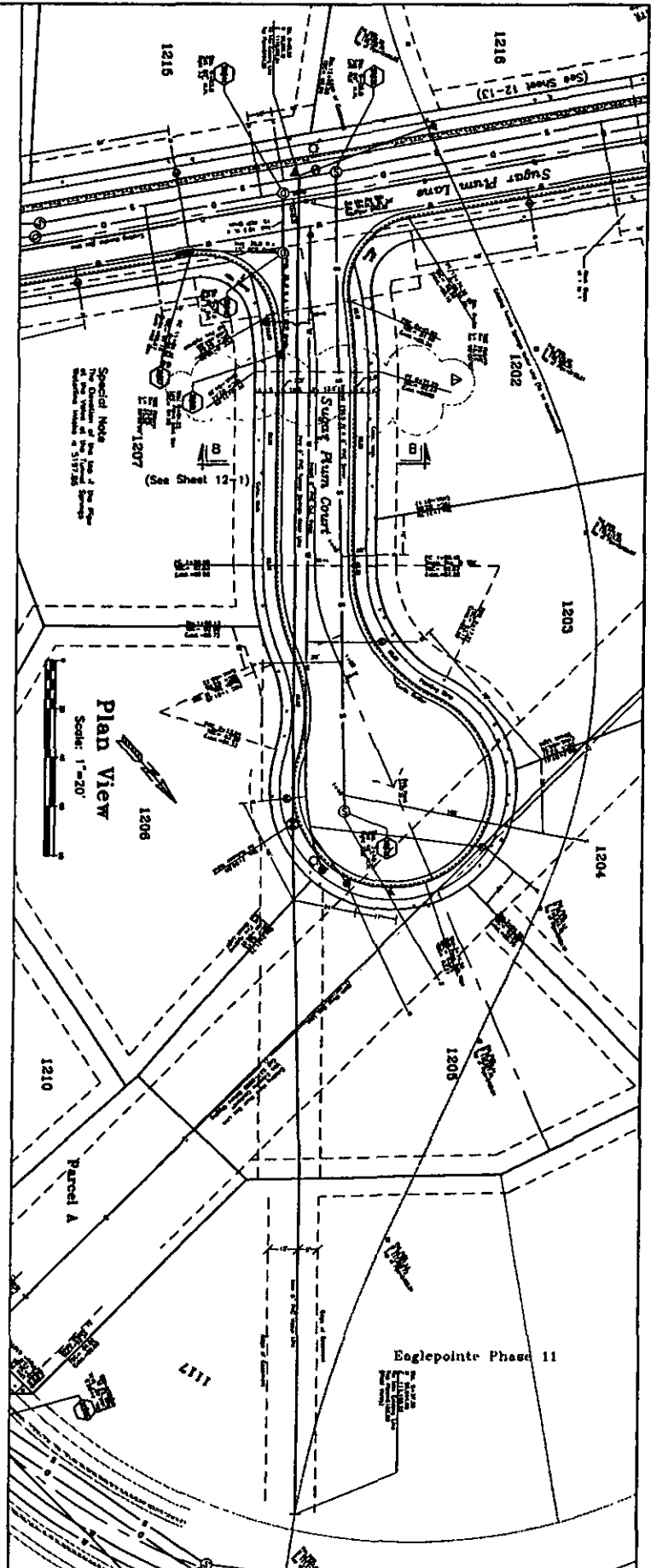
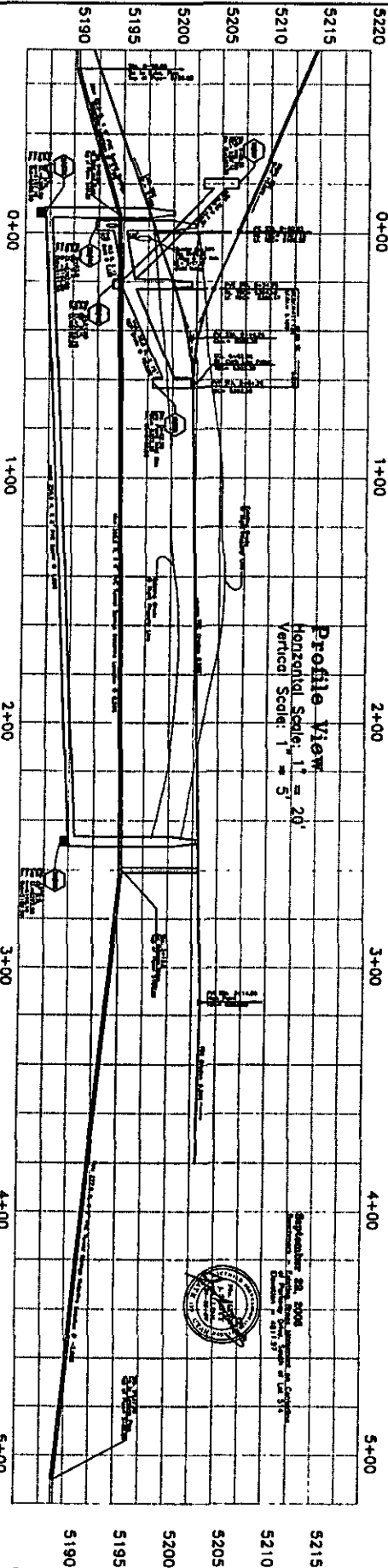
12-12

Revisions	
Date	Description
3/19/98	Approved for Construction
10/25/98	Revised as per Town Order

**Eaglepointe Estates Phases 12 & P.U.D.**  
 Sugar Plum Lane (Part 1)  
 Located in the North Half of Section 13  
 T.1N - R.1W - S.1B & M.  
 North Salt Lake City, Utah  
 For Walter J. Flumb (Cassidy Creek Dev.)  
 809 Edgell Road, S.L.C. Utah 84103  
 (801) 243-3044

**Balling Engineering**  
 Civil Engineering • Surveying • Planning  
 325 E. Page Lane  
 Centerville, Utah 84014  
 Phone: (801) 226-7227  
 Fax: (801) 226-0418

Sugar Plum Court



12-14

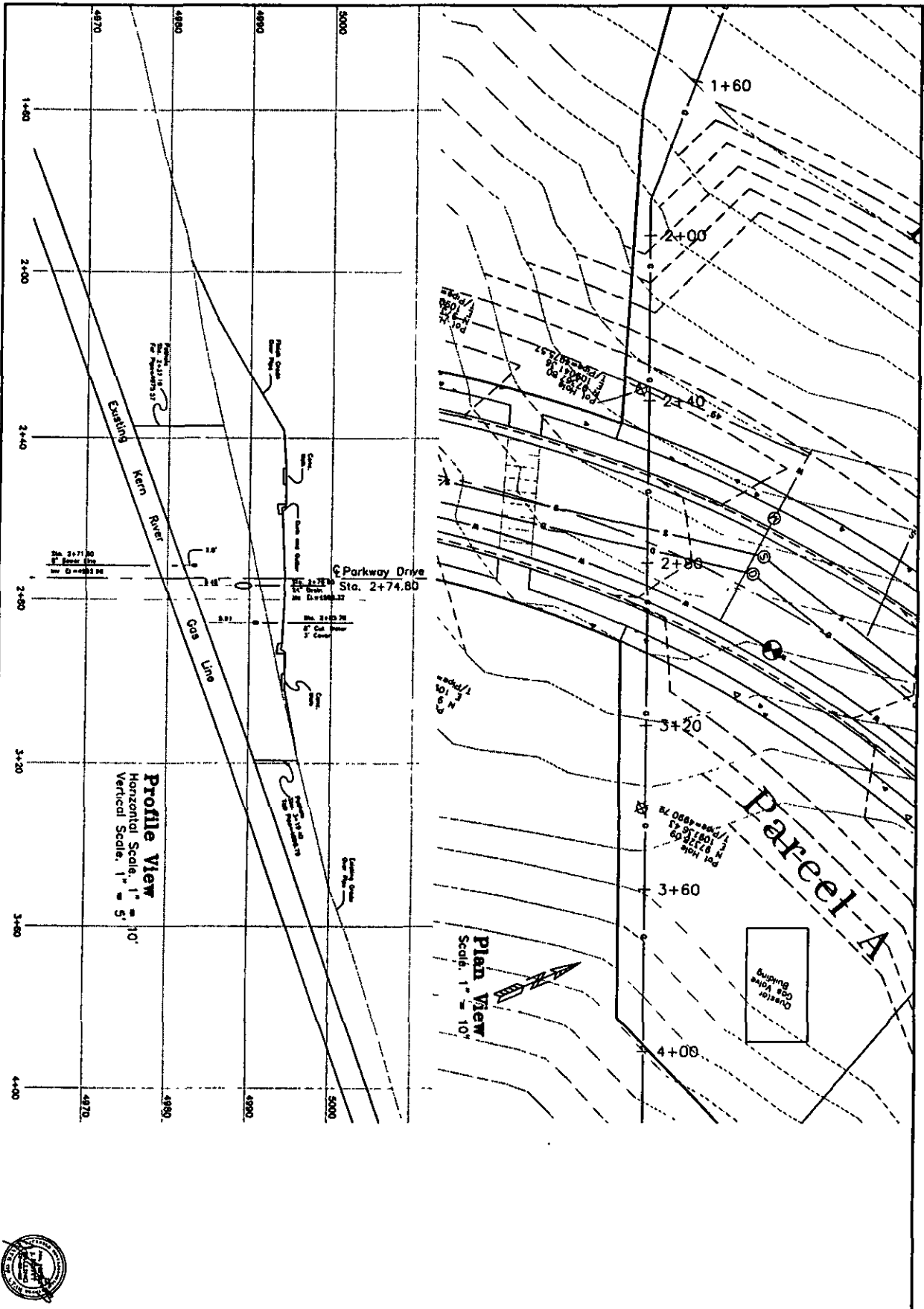
Revisions			
Date	Description	By	
5/18/94	Approved for Construction	JSL	
10/25/94	As shown on set Show Sheet	JSL	

Eaglepointe Estates Phases 12 & P.U.D.  
Sugar Plum Court  
Located in the North East of Section 13  
T1N, R1W, S1B & S  
North Salt Lake City, Utah  
For Walter J. Plumb (Caussey Creek Dev.)  
889 Edgemoor Road, S.L.C. Utah 84103  
(801) 243-3844

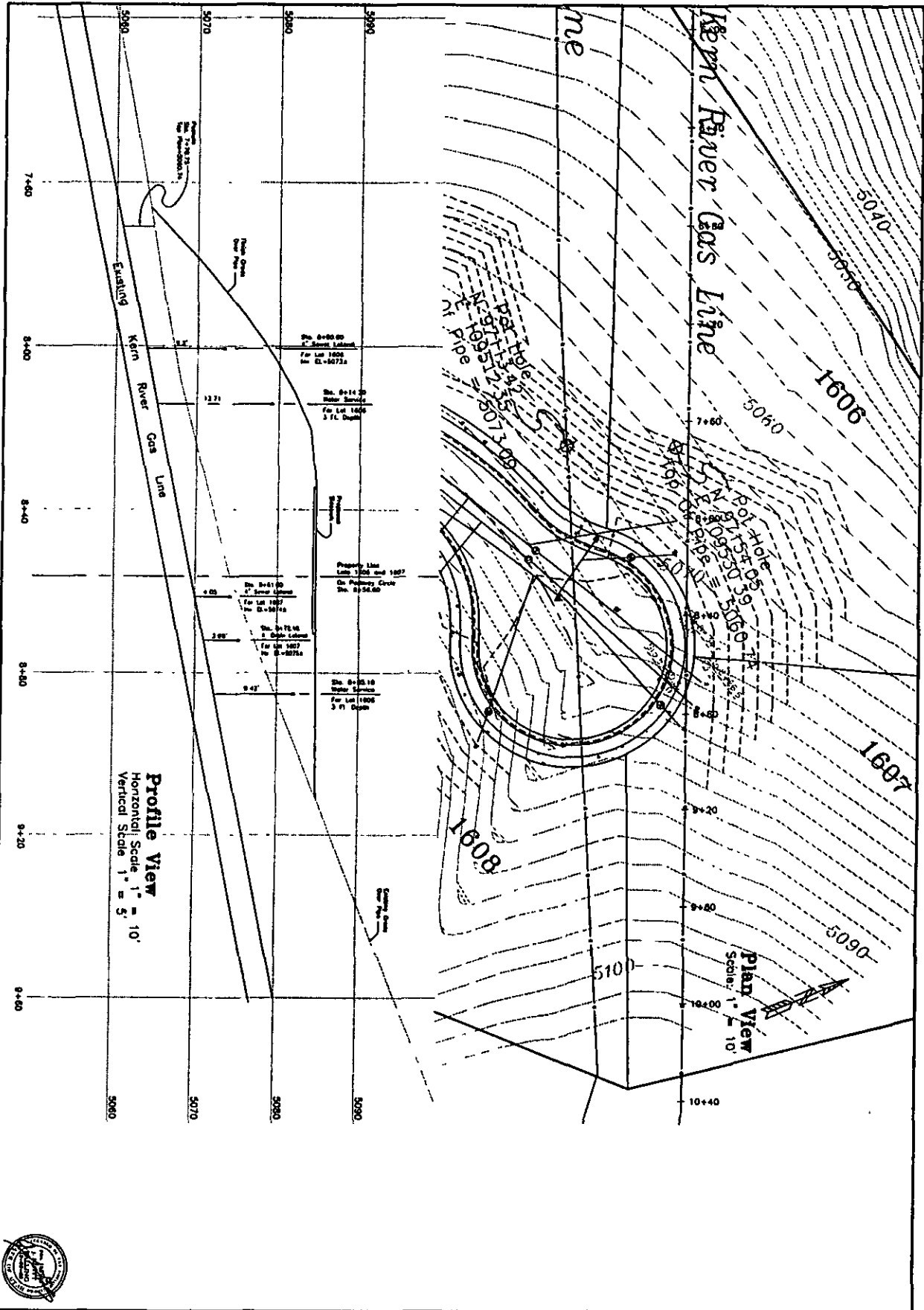
**Balling Engineering**  
Civil Engineering • Surveying • Planning

323 E. Pages Lane  
Centerville, Utah 84014

Phone: (801) 295-7827  
Fax: (801) 295-8419



13-7	<b>Revisions</b>			<b>Eaglepoints Estate Phase 13</b> Kern River Section Parkway Drive For SKY Properties	<b>Balling Engineering</b> Civil Engineering • Surveying • Planning 323 E. Page Lane Centerville, Utah 84014 Phone: (801) 225-7237 Fax: (801) 225-0419	
	Surveyor	Date	Description			
	Date Surveyed	3/15/07	Add Plan View			JSB
	Drafting					
	Checked By					
Date Approved						
File Number						



13-8	<b>Revisions</b>			<b>Eaglepointe Estate Phase 13</b> Kern River Section Parkway Circle For SKY Property	<b>Balling Engineering</b> Civil Engineering • Surveying • Planning 322 E. Page Lane Centerville, Utah 84014 Phone: (801) 296-7222 Fax: (801) 296-0412
	Surveyor	Date	Description		
	Drafting	3/11/02	Add Plan View		
	Checked By				
	Date Approved				
	File Number				

**EXHIBIT A-3 Scope of Work**



**Eaglepointe Development**

**Scope of Work**

1. Remove and reshape slope adjacent to the Kern River Easement per Drawings dated 10/25/2006 and 2/14/07
2. The upper slope will be shaped with one Scraper pulling material from North West to South East
3. Remainder Slope with be shaped with Track-hoe and material removed off site with 10 wheelers.

**EXHIBIT A-4 Equipment List**

**Brad Holgate**

**From:** Marcus Green [Marcus@greenconstruction.biz]  
**Sent:** Monday, September 18, 2006 3:41 PM  
**To:** Brad Holgate  
**Subject:** SKY Properties-Equipment List

Brad-Sorry for the delay on this. Please call with any questions.



**CONSTRUCTION**

903 WEST CENTER ST., BLDG D NORTH SALT LAKE, UT 84054  
t (801) 292-9900 f (801) 936-0840 www.greenconstruction.biz

SKY Properties  
585 W. 500 S.  
Suite 110  
Bountiful, Utah 84010

**Proposed Equipment List:**

- Caterpillar 420D Backhoe
- Caterpillar D4 Dozer
- Caterpillar 938G Wheel Loader
- Caterpillar 928G Wheel Loader
- Caterpillar CP-323C Sheepsfoot Roller
- Ingersoll Rand SD40D Roller
- Caterpillar Skid Loader
- Caterpillar 325 Bl Excavator
- Caterpillar 315 BL Excavator
- Caterpillar 322 BL Excavator
- Caterpillar 330 CL Excavator
- CAT Scraper 613
- ~~CAT D-9 Dozer~~
- CAT D-6 Dozer
- Grader 16G
- Water Tanker 5000 Gallon
- ~~CAT D-400 Trucks (Hauls Approx. 37 Tons)~~

NOTE: Any equipment not specifically noted on this list must be approved by the appropriate Kern River Gas Transmission Company representative. An encroachment permit will be required for equipment not on this list.

# EXHIBIT B – Encroachment Specifications

BK 4316 PG 1954

KERN RIVER GAS TRANSMISSION COMPANY, hereinafter called "KERN RIVER" is an interstate transporter of natural gas, which is regulated by the U.S. Department of Transportation Office of Pipeline Safety. The following specifications are designed to comply with applicable state and federal regulations to assure the safety of the public and to protect the pipeline.

The following specifications are minimum requirements for most proposed encroachments to avoid conflict with the existing easement rights. These are not the only types of activities permitted. Additional specifications may be required depending upon the proposed encroachments. Please contact the nearest KERN RIVER office to review your individual situation.

## GENERAL REQUIREMENTS FOR SURFACE ALTERATIONS

- A) Most states laws require 48 hours or two working-days notice be given to utility companies prior to beginning excavation. This may be accomplished by contacting a 'One Call' or 'Dig Alert' system (check your state). In states where advance notification call systems do not exist, please call (800) 272-4817, 48 hours before any work commences.
- B) KERN RIVER'S easement restricts the placement of a structure or any part of a structure within the right of way, except as may be expressly permitted herein.
- C) An authorized KERN RIVER representative must be on site during any work performed on or across the right of way.
- D) The KERN RIVER representative will determine the existing cover over the pipeline.
- E) Any change in the amount of existing cover material (soil) on and over the right of way must be approved in advance and shall be no less than that required by the U.S. Department of Transportation.

## 1) FENCES

- A) Fences shall not be installed parallel to the pipeline within the KERN RIVER easement. For fences installed across the right of way, the first post either side of the pipe shall be set 5 feet from the center of the pipeline in a hand dug hole.
- B) PERMITTEE shall provide access through or around fence(s) crossing the right of way to allow performance of normal right of way maintenance.
- C) Installer shall adhere to provisions A and C of GENERAL REQUIREMENTS FOR SURFACE ALTERATIONS.

## 2) LANDSCAPING (plantings that require excavating deeper than 1 foot)

- A) Flower beds and shrubs are permitted within the right of way, but may be damaged by required annual surveys, if planted directly over the pipeline. Heavy maintenance may require total clearing of the right of way.
- B) No trees or deep rooted shrubs are allowed within the easement.
- C) Lawns and vegetable gardens are acceptable.
- D) Provisions A and C of the GENERAL REQUIREMENTS FOR SURFACE ALTERATIONS pertain to this type of planting.

## 3) STREETS, ROADS AND DRIVEWAYS

- A) Residential driveways intended for light vehicle access to a single family dwelling must have a minimum of 3.5 feet of cover over the pipeline or an alternative engineered solution.
- B) Driveways shall not run lengthwise within the right of way and must cross on an angle, which when measured between the proposed drive and the right of way is not less than 45 degrees.
- C) An opportunity for KERN RIVER to make a pipe inspection must be given prior to the start of any construction.
- D) Provisions A, C, D and E of the GENERAL REQUIREMENTS FOR SURFACE ALTERATIONS pertain to driveway crossings.
- E) Street or road construction may require a specific encroachment agreement from the Right of Way and Land Department, and plans for such crossings shall be submitted 90 days prior to work commencement to allow time for project impact review by the local KERN RIVER office.

## 4) TEMPORARY EQUIPMENT CROSSINGS

- A) To protect KERN RIVER'S pipeline from external loading, KERN RIVER must perform an evaluation to determine the effects of any proposed equipment use. KERN RIVER reserves the right to approve or deny the use of certain types of equipment. Mats, timber bridges, or other protective materials deemed necessary by KERN RIVER shall be placed over KERN RIVER facilities for the duration of any loading. Protective materials shall be purchased, placed, and removed at no cost to KERN RIVER. The right of way must be restored to its original condition.
- B) KERN RIVER may require markings to identify specific areas where equipment use is authorized.

## 5) OPEN WATERWAYS

- A) Open waterways smaller than 3 feet wide at the bottom are defined as "ditches" and must have a minimum of 3.5 feet of cover from the top of the pipe to the bottom of the ditch, or the ditch must be lined using an approved method and material. Larger open waterways are defined as "canals" and are considered on an individual basis.
- B) Anyone altering (clearing, regrading or changing alignment) a waterway must obtain approval from KERN RIVER prior to making changes and shall meet Provisions A and C of the GENERAL REQUIREMENTS FOR SURFACE ALTERATIONS.
- C) An opportunity will be provided for KERN RIVER to install casing and/or other structural protection prior to canal installation.

## 6) EXCAVATION

- A) Plans for any excavation on the right of way must be approved prior to commencing work. Excavating within 3 feet of the pipeline shall be done by hand until the pipeline is exposed and shall be done only in the presence of an authorized KERN RIVER representative. When excavating for crossing a ditch line, after the pipe has been exposed, the excavation equipment must be positioned such that it will not reach within 2 feet of the pipeline. Final stripping on sides and top of the pipeline shall be by hand.

- B) When a backhoe is used, the bucket teeth should be curled under each time it is brought back into the ditch to reduce the chance of teeth contacting the pipe.

## GENERAL REQUIREMENTS FOR BURIED LINE CROSSINGS

- A) All buried lines crossing KERN RIVER'S right of way shall be installed in accordance with all applicable codes and requirements governing such installations.
- B) All foreign lines shall cross KERN RIVER'S right of way at an angle as close to 90 degrees as possible. Parallel occupancy of KERN RIVER'S right of way shall not be allowed unless specifically permitted by KERN RIVER.
- C) All buried lines should cross under the pipeline. However, when obstructions or unfavorable soil conditions are encountered, or when the KERN RIVER pipeline is located at a depth greater than 4 feet, approval to cross over the line may be granted.
- D) To avoid unexpected service interruptions of buried lines crossing over KERN RIVER pipeline, a minimum of 24 inches of cover (or local minimum required depth) must be provided over the crossing line.
- E) All buried lines crossing the KERN RIVER pipeline shall maintain a minimum separation of 24 inches between the two facilities, with the same depth carried across the entire right of way.
- F) A joint trench is the recommended method for multiple utility crossings. Under normal circumstances this requires that only one permit be obtained by the excavating company.
- G) No foreign appurtenances (meters, poles, drop boxes, collection basins, etc.) shall be located on the right of way, except as may be permitted.
- H) A buried warning tape shall be placed 12 to 18 inches above the crossing line and extend across the entire right of way, as a protective measure.
- I) An authorized KERN RIVER representative must be on-site during all excavation and clean-up work performed on the right of way.

## 7) COMMUNICATION LINES TELEPHONE, TV, OTHER DATA LINES

- A) Communication lines shall meet all provisions of the GENERAL REQUIREMENTS BURIED LINE CROSSINGS.
- B) Communication lines shall be encased in a rigid nonmetallic conduit across the full width of the right of way.
- C) Signs shall be placed by the encroaching party at each edge of the right of way to mark the underground cable angle and path of crossing.

## 8) POWER LINES

- A) Power lines shall meet all of the above GENERAL REQUIREMENTS - BURIED LINE CROSSINGS and shall be installed in accordance with the National Electrical Safety code.
- B) Power lines shall have minimum clearances between lines of 24 inches for 0 to 600 volts, 30 inches for 601 to 22,000 volts, 36 inches for 22,001 to 40,000 volts, and 42 inches for 40,001 volts and above.
- C) Power lines shall be encased in rigid nonmetallic conduit.
- D) Signs shall be placed by the encroaching party at each edge of the right of way to mark the underground cable angle and path of crossing. If the underground cable crosses above the pipeline, the signs shall so indicate.
- E) In the event a power line crosses over the pipeline, it will be necessary to cover the crossing in red dye concrete (6 inches thick) across the full width of the right of way.

## 9) SEWER AND WATER LINES

- A) Sewer and water lines shall meet all above GENERAL REQUIREMENTS - BURIED LINE CROSSINGS. Nonmetallic water lines are required.
- B) Sewer line crossings are limited to tight lines only.
- C) Septic tanks and drain fields are not permitted within the right of way.

## 10) SUBSURFACE DRAINAGE TILE (NONMETALLIC)

- A) Drainage tile shall meet provisions A, B, E, G, H and I of GENERAL REQUIREMENTS - BURIED LINE CROSSINGS.

## 11) METALLIC PIPE CROSSINGS

- A) All 4-inch and larger metallic pipes crossing KERN RIVER'S pipeline, or any metallic pipe transporting hazardous materials (petroleum, natural gas, etc.), shall have two cathodic protection test leads installed on the KERN RIVER pipeline(s) and two on the crossing pipe at the point of intersection.
- B) KERN RIVER personnel must install the leads on KERN RIVER'S pipeline(s) and, if necessary will install the leads on the crossing pipe.
- C) Metallic pipe crossings shall have a permanent protective coating for the full width of the right of way.

## 12) ABOVE GROUND LINE CROSSINGS

- A) Shall maintain a minimum of 30 feet of vertical clearance across the right of way.
- B) Shall have no poles or appurtenances located on the right of way.
- C) Above ground crossings shall not be above or closer than 25 feet horizontally to any gas escape vent (e.g., relief valve vent, station blow down vent, block valve vent, etc.)

## 13) BLASTING

- A) Blasting for grade or ditch excavation shall be utilized only after all other reasonable means have been used and are unsuccessful in achieving the required results.
- B) Blasting plans shall be submitted to KERN RIVER for approval at least four days prior to the anticipated start of any blasting activities.
- C) All blasting shall be done with the KERN RIVER authorized representative present.

**EXHIBIT C-1 Insurance Requirements**

A. Workers' Compensation Insurance and Occupational Disease Insurance in accordance with statutory requirements of the state and/or Federal Regulations (FELA, USL&H, Jones Act) and Employers' Liability Insurance with limits of not less than:

Bodily Injury by Accident \$500,000 Each Accident

Bodily Injury by Disease \$500,000 Policy Limit

Bodily Injury by Disease \$500,000 Each Employee

covering location of all work places involved in this Contract.

B. Commercial General Liability Insurance, written on an Occurrence Basis, with limits not less than \$1,000,000.00 per occurrence / \$2,000,000 aggregate Bodily Injury and Property Damage, including the following coverages.

a. Premises and Operations Coverage

b. Independent Contractor's Coverage

c. Contractual Liability covering liabilities assumed under this Contract

d. Products and Completed Operations Coverage

e. Coverage for explosion, collapse, and underground property damage

f. Broad Form Property Damage Liability endorsement

g. Personal Injury Liability

C. Comprehensive Automobile Liability Insurance covering owned, hired and non-owned vehicles with limits not less than \$1,000,000.00 per occurrence Bodily Injury and Property Damage combined single limits

D. Umbrella Liability Insurance with a minimum combined single limit of \$5,000,000.00 each occurrence/aggregate where applicable to be excess of the coverages and limits required in A., B., and C. above.

Encroaching Party shall, on or prior to the effective date of this agreement, deliver to Kern River certificates of insurance evidencing valid coverage in effect as specified by this Exhibit. All of the above described insurance policies shall contain provisions that the insurance companies will have no right of recovery or subrogation against Kern River, its parent, divisions, affiliates, subsidiary companies, co-lessees, or co-venturers, agents, directors, officers, employees, servants, and insurers, it being the intention of the Parties that the insurance as effected shall protect all parties. All required insurance policies shall be endorsed to provide that the policy is primary and will not contribute with any policy carried by Kern River.

Kern River, its parent, divisions, affiliates, subsidiary companies, co-lessees, or co-venturers, agents, directors, officers, employees, and servants shall be named as an additional insured in each of Encroaching Party' insurance policies, except statutory Workers' Compensation. The Commercial General Liability additional insured endorsement shall be ISO Form CG2010 or its equivalent. There shall be no conditions on Encroaching Party' policies restricting defense expenses available to Kern River.

Any and all deductibles in the above-described insurance policies or inadequacy of limits shall be assumed by, for the account of and at the sole risk of Encroaching Party.

All policies providing coverage hereunder shall contain provisions that no cancellation or material changes in the policies shall become effective except on thirty (30) days' written notice thereof to Kern River at Kern River's office originating the agreement. Encroaching Party shall not cancel or make any material change in any such policies without the prior written consent of Kern River. For those insurance coverages whereby Kern River is required to be named as an additional insured, Encroaching Party shall at any time requested by Kern River prior to or during the term of the work or this Contract, deliver to Kern River certified copies of any and all insurance policies so requested. Further, should a loss arise after final acceptance that may give rise to a claim against Encroaching Party, and/or Kern River as additional insured, Encroaching Party shall deliver to Kern River, or shall cause its insurers or agents to deliver, certified copies of the policies maintained during the term of the work or this Contract, if so requested by Kern River.

Should Encroaching Party or its Subcontractors fail to provide or maintain any of the insurance coverages referred to in this Exhibit, Kern River shall have the right, but no obligation, to provide or maintain such coverage, or coverage affording equivalent protection, at Encroaching Party' expense, either by direct charge or set-off.

Kern River does not represent that the insurance coverages specified herein, whether in scope of coverage or amounts of coverage, are adequate to protect the obligations of Encroaching Party, and Encroaching Party shall be solely responsible for any deficiencies thereof. Nothing in this Agreement shall be deemed to limit Encroaching Party' liability under this Agreement

#### SUBCONTRACTOR'S INSURANCE

Should Kern River permit Encroaching Party to further sublet or subcontract any portion of the work, Encroaching Party shall, before permitting any of its Subcontractors to perform any work at the site, require each Subcontractor to carry insurance with terms and limits similar to that specified above or provide evidence that such Subcontractors are covered as Named Insureds under Encroaching Party' insurance coverages as required above. Prior to the commencement of work by any Subcontractor, Encroaching Party shall provide to Kern River Certificates of Insurance evidencing that each Subcontractor carries insurance as required above or evidencing that such Subcontractors are named insureds under Encroaching Party' insurance coverages. As with Encroaching Party' insurance coverage, Kern River, its parent, divisions, affiliates, subsidiary companies, co-lessees, or co-venturers, agents, directors, officers, employees and servants shall be named as an additional insured on any Subcontractor insurance required by this section.

**EXHIBIT C-2 Certificate of Liability Insurance**

<b>ACORD<sub>TM</sub> CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 8/29/2006
PRODUCER (801) 937-6700 <b>The Buckner Company</b> 6550 South Millrock Dr. Suite #300 Salt Lake City, UT 84121	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED <b>Eagle Point Development Lic</b> 585 West 600 South #110 Bountiful, UT 84010	<b>INSURERS AFFORDING COVERAGE</b>	
	INSURER A. <b>Midcontinent Insurance Co.</b>	
	INSURER B. <b>Midcontinent Casualty Co.</b>	
	INSURER C	
	INSURER D	
		<b>NAIC #</b>

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADDL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GENL. AGGREGATE LIMIT APPLIES PERL <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	04-GL-000658477	8/17/2006	8/17/2007	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
B		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input checked="" type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	04 XS 147413	8/17/2006	8/17/2007	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU- TORY LIMITS   OTH- LER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
		OTHER				

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 Utility Crossing  
 Kern River Its Parent, Divisions, Affiliates, Subsidiary Companies, Co-Lessors, or Co-Ventures, Agents, Directors, Officers, Employees and Servants are Additional Insureds as required by written contract by only as respects operations of the Named Insured. Waiver of Subrogation and Additional Insured are by written contract. Insurance is Primary and Non-Contributory  
 Note: 30 Days Notice of Cancellation EXCEPT 10 days for Non-Payment of Premium

<b>CERTIFICATE HOLDER</b>  Kern River Gas Transmission Company 295 Chipeta Way Salt Lake City, UT 84108-	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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To: RelayFax via port COM6

From: 8014768915

10/19/2006 11:52:50 AM (Page 1 of 1)

Oct 19 06 11:09a

EDDY L SHAW CONST

8014768915

P.1

**ACORD CERTIFICATE OF LIABILITY INSURANCE**

-EDDSH1

<b>PRODUCER</b> Presidio Insurance Agency AKA The Presidio Group 295 South 300 West #550 alt Lake City UT 84107 Phone: 801-924-1400 Fax: 801-924-1441		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b>  Eddy L Shaw Construction 7385 S 1200 E Ogden UT 84405		<b>INSURERS AFFORDING COVERAGE</b> INSURER A: <b>Ohio Casualty Group</b> INSURER B: INSURER C: INSURER D: INSURER E:	<b>NAIC #</b> 00726


**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR	ADDL	LTN	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X			GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GENL. AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC	53396201	09/01/06	09/01/07	EACH OCCURRENCE UNWAIVED TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & AOV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Ben.	\$ 1,000,000 \$ 50,000 \$ 5,000 \$ 1,000,000 \$ 2,000,000 1,000,000
A				AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BAW(06)53396201	09/01/06	09/01/07	COMBINED SINGLE LIMIT (Ea accident)  BODILY INJURY (Per person)  BODILY INJURY (Per accident)  PROPERTY DAMAGE (Per accident)	\$ 1,000,000 \$ \$ \$
				GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	\$ \$ \$
A				EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input checked="" type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	53396201	09/01/06	09/01/07	EACH OCCURRENCE AGGREGATE	\$ 1,000,000 \$ 1,000,000 \$ \$
				WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$ \$ \$
A				Property Section	53396201	09/01/06	09/01/07		
A				Equipment Floate	53396201	09/01/06	09/01/07		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Subject to terms, limits, and conditions of the policy. Certificate Holders are listed as Additional Insureds in regards to General Liability only per form CG8330 1203 attached for the job: Edgewood Sub-Division

Fax # 801-298-2905

<b>CERTIFICATE HOLDER</b>  Sky Properties - Brad Holgate 585 W. 500 S. Bountiful UT 84010	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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**EXHIBIT D - Recorded Easements**

## Kern River Gas Transmission Company

### Recorded Agreements for Eaglepointe Estates Subdivision

Tract ID	Grantor(s)	Grantee	Recording Type	Date Recorded	Entry #	Book	Page(s)
UT-117	Gibbons & Reed Company	KRGT	Exclusive ROW Easement	11-Apr-91	923087	1405	385 - 386
UT-117	KRGT	Eaglecrest Point LC	Partial release of exclusive ROW	28-Nov-00	1626353	2719	323 - 325
UT-117.01W	Davis County	KRGT	Non-exclusive ROW Easement	24-Sep-92	993222	1535	126 - 130
UT-113.03W	B&E Pace Investment CO LTD	KRGT	Exclusive ROW Easement	15-May-91	927190	1412	615 - 618
UT-113.03W	N/A	N/A	Affidavit of ROW/Easement				
UT-113.02W	Don W. Feller	KRGT	Description	21-Jan-93	1013837	1575	63
UT-113.02W	Don W. Feller	KRGT	Exclusive ROW Easement	10-Sep-91	940685	1436	807 - 809
UT-113.02W	Causey Creek Development, LLC	KRGT	Amendment to Exclusive ROW and Easement Contract	3-Jul-06	2181641	4068	1295 - 1297
UT-113.02W	N/A	N/A	Affidavit of ROW/Easement				
UT-113.02W	Don W. Feller & Glenna Feller	KRGT	Description	27-Jan-93	1014866	1577	53
UT-112.02W,		KRGT	Exclusive ROW Easement	1-May-91	925578	1409	504 - 505
UT-113.01W	Pace-Platt Investment CO	KRGT	Exclusive ROW Easement	15-May-91	927191	1412	619 - 623
UT-112.02W,		KRGT	Exclusive ROW Easement	2-Aug-91	936342	1429	175
UT-113.01W	Pace-Platt Investment CO	KRGT	Exclusive ROW Easement	15-Aug-91	937763	1431	562
UT-112.02W,		KRGT	Affidavit of ROW/Easement	27-Jan-93	1014867	1577	54
UT-113.01W	N/A	N/A	Description				

**Parcel Vesting Information**

**05/21/2007 to Present**

**Serial Number: 01-388-1220**

**Mailing Address: 1776 EAST KENSINGTON AVE**

**SALT LAKE CITY, UT 84108**

**Location**

**Development: EAGLEPOINTE ESTATES PHASE 12**

**L/U: PARCEL A**

**B/B:**

**Vested Owners**

CAUSEY CREEK DEVELOPMENT LLC

**Vesting Documents**

Entry Number	Recorded Date & Time	KOI	Party	Execution Date	Fee
2099897	08/25/2005 11:12	WARRANTY DEED	Grantee CAUSEY CREEK DEVELOPMENT LLC	08/22/2005	\$18.00

**Tax District**

44 NORTH SALT LAKE ABJW

**Legal Description**

PARCEL A, EAGLEPOINTE ESTATES PHASE 12. CONT. 0.18000 ACRES.

**Parcel Vesting Information**

**05/21/2007 to Present**

BK 4316 PG 1963

**Serial Number: 01-388-1201**

Mailing Address: 1776 EAST KENSINGTON AVE

SALT LAKE CITY, UT 84108

**Location**

**Development:** EAGLEPOINTE ESTATES PHASE 12

L/U: 1201

B/B:

**Vested Owners**

CAUSEY CREEK DEVELOPMENT LLC

**Situs Address(es)**

495 E SUGAR PLUM LN

NORTH SALT LAKE

84054

**Vesting Documents**

Entry Number	Recorded Date & Time	KOI	Party	Execution Date	Fee
2099897	08/25/2005 11:12	WARRANTY DEED	Grantee CAUSEY CREEK DEVELOPMENT LLC	08/22/2005	\$18.00

**Tax District**

44 NORTH SALT LAKE ABJW

**Legal Description**

ALL OF LOT 1201, EAGLEPOINTE ESTATES PHASE 12. CONT. 0.39000 ACRES.

**Parcel Vesting Information**

**05/21/2007 to Present**

**BK 4316 PG 1964**

**Serial Number: 01-388-1203**

**Mailing Address: 1776 EAST KENSINGTON AVE**

**SALT LAKE CITY, UT 84108**

**Location**

**Development: EAGLEPOINTE ESTATES PHASE 12**

**L/U: 1203**

**B/B:**

**Vested Owners**

CAUSEY CREEK DEVELOPMENT LLC

**Situs Address(es)**

928 S SUGAR PLUM CT

NORTH SALT LAKE

84054

**Vesting Documents**

Entry Number	Recorded Date & Time	KOI	Party	Execution Date	Fee
2099897	08/25/2005 11.12	WARRANTY DEED	Grantee CAUSEY CREEK DEVELOPMENT LLC	08/22/2005	\$18.00

**Tax District**

44 NORTH SALT LAKE ABJW

**Legal Description**

ALL OF LOT 1203, EAGLEPOINTE ESTATES PHASE 12. CONT. 0.31000 ACRES.

**Parcel Vesting Information**

**05/21/2007 to Present**

BK 4316 PG 1965

**Serial Number: 01-388-1204**

**Mailing Address: 1776 EAST KENSINGTON AVE  
SALT LAKE CITY, UT 84108**

**Location**

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**Development: EAGLEPOINTE ESTATES PHASE 12**

**L/U: 1204**

**B/B:**

**Vested Owners**

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CAUSEY CREEK DEVELOPMENT LLC

**Situs Address(es)**

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912 S SUGAR PLUM CT      NORTH SALT LAKE      84054

**Vesting Documents**

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Entry Number	Recorded Date & Time	KOI	Party	Execution Date	Fee
2099897	08/25/2005 11:12	WARRANTY DEED	Grantee CAUSEY CREEK DEVELOPMENT LLC	08/22/2005	\$18.00

**Tax District**

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44 NORTH SALT LAKE ABJW

**Legal Description**

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ALL OF LOT 1204, EAGLEPOINTE ESTATES PHASE 12. CONT. 0.32000 ACRES.

**Parcel Vesting Information**

**05/21/2007 to Present**

**Serial Number: 01-388-1205**

**BK 4316 PG 1966**

**Mailing Address: 1776 EAST KENSINGTON AVE**

**SALT LAKE CITY, UT 84108**

**Location**

**Development: EAGLEPOINTE ESTATES PHASE 12**

**L/U: 1205**

**B/B:**

**Vested Owners**

**CAUSEY CREEK DEVELOPMENT LLC**

**Situs Address(es)**

**915 S SUGAR PLUM CT**

**NORTH SALT LAKE**

**84054**

**Vesting Documents**

<b>Entry Number</b>	<b>Recorded Date &amp; Time</b>	<b>KOI</b>	<b>Party</b>	<b>Execution Date</b>	<b>Fee</b>
2099897	08/25/2005 11:12	WARRANTY DEED	Grantee	CAUSEY CREEK DEVELOPMENT LLC	08/22/2005 \$18.00

**Tax District**

**44 NORTH SALT LAKE ABJW**

**Legal Description**

**ALL OF LOT 1205, EAGLEPOINTE ESTATES PHASE 12. CONT. 0.39000 ACRES.**



**Parcel Vesting Information**

**05/21/2007 to Present**

**Serial Number: 01-389-1323**

**Mailing Address: C/O SKY PROPERTIES INC / 585 WEST 500 SOUTH #110  
BOUNTIFUL, UT 84010**

**Location**

**Development: EAGLEPOINTE ESTATES PHASE 13**

**L/U: 1323R**

**B/B:**

**Vested Owners**

EAGLEPOINTE DEVELOPMENT LC

**Situs Address(es)**

784 S PARKWAY DR      NORTH SALT LAKE      84054

**Vesting Documents**

Entry Number	Recorded Date & Time	KOI	Party	Execution Date	Fee
2255971	03/27/2007 09.53	SPECIAL WARRANTY DEED	Grantee EAGLEPOINTE DEVELOPMENT LC	03/26/2007	\$14.00
2255946	03/27/2007 09.00	SPECIAL WARRANTY DEED	Grantee EAGLEPOINTE DEVELOPMENT LC	03/27/2007	\$18.00

**Tax District**

44 NORTH SALT LAKE ABJW

**Legal Description**

ALL OF LOT 1323R, EAGLEPOINTE ESTATES PHASE 13. CONT. 0.36000 ACRES.

**Parcel Vesting Information**

**05/21/2007 to Present**

**BK 4316 PG 1968**

**Serial Number: 01-389-1331**

**Mailing Address: C/O SKY PROPERTIES INC / 585 WEST 500 SOUTH #110  
BOUNTIFUL, UT 84010**

**Location**

**Development: EAGLEPOINTE ESTATES PHASE 13**

**L/U: PARCEL A**

**B/B:**

**Vested Owners**

**EAGLEPOINTE DEVELOPMENT LC**

**Vesting Documents**

<b>Entry Number</b>	<b>Recorded Date &amp; Time</b>	<b>KOI</b>	<b>Party</b>	<b>Execution Date</b>	<b>Fee</b>
2255946	03/27/2007 09:00	SPECIAL WARRANTY DEED	Grantee EAGLEPOINTE DEVELOPMENT LC	03/27/2007	\$18.00

**Tax District**

**44 NORTH SALT LAKE ABJW**

**Legal Description**

**PARCEL A, EAGLEPOINTE ESTATES PHASE 13. CONT. 0.20000 ACRES.**

### Parcel Vesting Information

05/21/2007 to Present

BK 4316 PG 1969

Serial Number: 01-391-1605

Mailing Address: C/O SKY PROPERTIES INC / 585 WEST 500 SOUTH #110  
BOUNTIFUL, UT 84010

#### Location

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Development: EAGLEPOINTE ESTATES PHASE 16

L/U: 1605

B/B:

#### Vested Owners

---

EAGLEPOINTE DEVELOPMENT LC

#### Situs Address(es)

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297 E PARKWAY CIR      NORTH SALT LAKE      84054

#### Vesting Documents

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Entry Number	Recorded Date & Time	KOI	Party	Execution Date	Fee
2255946	03/27/2007 09.00	SPECIAL WARRANTY DEED	Grantee EAGLEPOINTE DEVELOPMENT LC	03/27/2007	\$18.00

#### Tax District

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44 NORTH SALT LAKE ABJW

#### Legal Description

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ALL OF LOT 1605, EAGLEPOINTE ESTATES PHASE 16. CONT. 0.62000 ACRES.

### Parcel Vesting Information

05/21/2007 to Present

BK 4316 PG 1970

Serial Number: 01-391-1606

Mailing Address: C/O SKY PROPERTIES INC / 585 WEST 500 SOUTH #110  
BOUNTIFUL, UT 84010

#### Location

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Development: EAGLEPOINTE ESTATES PHASE 16

L/U: 1606

B/B:

#### Vested Owners

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EAGLEPOINTE DEVELOPMENT LC

#### Situs Address(es)

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309 E PARKWAY CIR      NORTH SALT LAKE      84054

#### Vesting Documents

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Entry Number	Recorded Date & Time	KOI	Party	Execution Date	Fee
2255946	03/27/2007 09.00	SPECIAL WARRANTY DEED	Grantee EAGLEPOINTE DEVELOPMENT LC	03/27/2007	\$18.00

#### Tax District

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44 NORTH SALT LAKE ABJW

#### Legal Description

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ALL OF LOT 1606, EAGLEPOINTE ESTATES PHASE 16. CONT. 0.68000 ACRES.

**Parcel Vesting Information**

**05/21/2007 to Present**

BK 4316 PG 1971

**Serial Number: 01-391-1607**

Mailing Address: C/O SKY PROPERTIES INC / 585 WEST 500 SOUTH #110  
BOUNTIFUL, UT 84010

**Location**

**Development: EAGLEPOINTE ESTATES PHASE 16**

**L/U: 1607**

**B/B:**

**Vested Owners**

EAGLEPOINTE DEVELOPMENT LC

**Situs Address(es)**

321 E PARKWAY CIR NORTH SALT LAKE 84054

**Vesting Documents**

Entry Number	Recorded Date & Time	KOI	Party	Execution Date	Fee
2255946	03/27/2007 09:00	SPECIAL WARRANTY DEED	Grantee EAGLEPOINTE DEVELOPMENT LC	03/27/2007	\$18.00

**Tax District**

44 NORTH SALT LAKE ABJW

**Legal Description**

ALL OF LOT 1607, EAGLEPOINTE ESTATES PHASE 16. CONT. 0.66000 ACRES.

**Parcel Vesting Information**

**05/21/2007 to Present**

BK 4316 PG 1972

**Serial Number: 01-391-1608**

Mailing Address: C/O SKY PROPERTIES INC / 585 WEST 500 SOUTH #110  
BOUNTIFUL, UT 84010

**Location**

**Development: EAGLEPOINTE ESTATES PHASE 16**

**LU: 1608**

**B/B:**

**Vested Owners**

EAGLEPOINTE DEVELOPMENT LC

**Situs Address(es)**

308 E PARKWAY CIR NORTH SALT LAKE 84054

**Vesting Documents**

Entry Number	Recorded Date & Time	KOI	Party	Execution Date	Fee
2255946	03/27/2007 09:00	SPECIAL WARRANTY DEED	Grantee EAGLEPOINTE DEVELOPMENT LC	03/27/2007	\$18.00

**Tax District**

44 NORTH SALT LAKE ABJW

**Legal Description**

ALL OF LOT 1608, EAGLEPOINTE ESTATES PHASE 16. CONT. 0.43000 ACRES.