

Recorded at the request of  
Kern River Gas Transmission Company

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

**RETURNED**  
**SEP 23 2010**

E 2554579 B 5115 P 203-210  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
09/23/2010 12:23 PM  
FEE \$40.00 Pgs: 8  
DEP RT REC'D FOR KERN RIVER GAS TR  
ANSMISSION CO

01-107-0061  
01-120-0033

**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 **Granite Construction Company**, whose address for the purposes hereof is: 1000 Warm Springs Road, Salt Lake City, Utah 84116, Attention: Utah Branch Manager, 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**, a Texas general partnership, whose address is P.O. Box 71400, Salt Lake City, Utah 84171-0400, hereinafter referred to as **Grantee**, the receipt and sufficiency of which are hereby acknowledged, does hereby quitclaim, without representation or warranty, unto said Grantee and its successors and permitted assigns, an exclusive (as set forth herein) right-of-way and easement (the "Right-of-Way") to locate, survey a route, construct, entrench, maintain, protect, inspect and operate one 36-inch underground pipeline and associated communications cable with underground appurtenances including but not limited to valves, metering equipment, electrical cable, cathodic equipment, underground conduit, cables and splicing boxes (said pipeline and associated communications cable with appurtenances including but not limited to valves, metering equipment, electrical cable, cathodic equipment, underground conduit, cables and splicing boxes, markers and temporary roads being hereinafter collectively called the "Facilities") for the sole purpose of transporting natural gas, under and through the hereinafter described land (the "Permanent Right-of-Way Property"), approximately along the line designated by survey heretofore made by Grantee, through and over the said land on a right-of-way more specifically described as:

**A right of way fifty feet (50') in width being twenty-five feet (25') on each side of the survey line described on Exhibits "A" and "B", attached hereto and incorporated herein by this reference which right of way crosses those certain parcels of land situated in Sections 12 and 13, Township 1 North, Range 1 West, SLB&M, Davis County, Utah, more particularly described on attached Exhibits "A" and "B"**

The rights granted to Grantee herein do not include the right to increase the number of pipelines. This Right-of-Way shall carry with it the right of ingress and egress to and from, and access on and along said Right-of-Way over 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 like pipe (collectively, the "Work"). During the initial construction of the Facilities, Grantee may use, subject to the provisions of this instrument, for the purposes of constructing the Facilities, the land (the "Temporary Right-of-Way Property," and together with the Permanent Right-of-Way Property, the "Right-of-Way Properties") extending forty (40) feet to the west of the Permanent Right-of-Way Property and ten (10) feet to the east of the Permanent Right of Way Property, to the extent, but only to the extent Grantor owns such Temporary Right-of-Way Property and provided that the use of such Temporary Right-of-Way Property does not exceed in the aggregate ninety (90) days from the date such use is first commenced and shall automatically terminate upon the completion of the initial construction of the Facilities on the Permanent Right-of-Way Property; provided that if construction of the pipeline is not completed within such ninety (90) day period and Grantee continues to use the Temporary Right-of-Way Property, Grantee will further compensate Grantor for the use of the Temporary Right-of-Way in the amount of \$250 per day for each day that Grantee has not completed construction of the pipeline on the Permanent Right-of-Way-Property.

Notwithstanding the foregoing, any and all of Grantee's rights to use the Temporary Right-of-Way Property shall automatically terminate on March 31, 2012 (the "Termination Date") unless final regulatory approvals to construct the Facilities on the Permanent Right-of-Way Property have not been obtained by November 30, 2010, in which case Grantor may obtain an extension of the Termination Date on a day for day basis for each day after November 30, 2010 that final regulatory approvals are not obtained, but in no event later than March 31, 2013, by, on or before November 30, 2010, (i) providing written notice to Grantee of its intent to extend the Termination Date and the date to which the Termination Date will be extended, and (ii) paying to Grantee the sum of \$250 per day for each such day of such requested extension.

After the completion of the initial construction of the Facilities, Grantee shall execute and deliver such instruments, suitable for recording, as may be reasonably requested by Grantor to confirm such termination, but the absence of any such instrument shall not affect the automatic termination of Grantor's right to use the Temporary Right-of-Way Property.

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TO HAVE AND TO HOLD the Right-of-Way to operate, protect and maintain the Facilities unto the said Grantee and its successors and permitted assigns. Grantee may not assign its rights under this instrument unless the assignee agrees to the requirements contained herein, including the indemnity and insurance provisions, and meets all regulatory requirements of the Federal Energy Regulatory Commission (or successor agency) to operate an interstate natural gas pipeline. This instrument shall be covenants running with the land and be binding upon Grantor and Grantee and their respective successors and/or assigns.

Grantee may at any time permanently abandon said Right-of-Way, in which case Grantee shall, within one hundred eighty (180) days after such abandonment is approved by the appropriate regulatory authority, remove the Facilities and restore Grantor's property as nearly as possible to the condition it was in prior to abandonment, and execute and record a reconveyance and release hereof, whereupon this Right-of-Way and all obligations, rights and privileges herein shall be fully cancelled and terminated, except to the extent the obligations expressly survive the termination of this instrument.

Grantee shall compensate Grantor for damages to Grantor's, growing crops, pasture, fences, livestock and other real or personal property improvements caused by the Work, Facilities, Grantor's operations or the use of the Right-of-Way or Temporary Right-of-Way by Grantor or its employees, contractors, agents or representatives. In addition, in the event the operation, repair or maintenance of the Permanent Right-of-Way causes physical damage to Grantor's structures, equipment, facilities or other personal property, Grantor shall compensate Grantor for such damages caused by such operation, repair, repair or maintenance. The immediately foregoing sentence shall not apply to any diminution in the value of Grantor's Property caused by the construction of or presence of the pipeline.

Grantor acknowledges and agrees that the payment made to Grantor by Grantee in consideration of the execution and delivery of this Right-of-Way and Easement includes full and adequate compensation for any loss or damage that Grantee may incur because the provisions of this Right-of-Way and Easement preclude, restrict or limit the recovery of sand and/or gravel from the parcels of land owned by Grantor and situated in Sections 12 and 13, Township 1 North, Range 1 West, SLB&M, described on attached Exhibit A and B.

Grantee further agrees that within a reasonable time not to exceed thirty (30) days following the completion of construction of the Facilities, Grantee shall restore Grantor's property to a condition substantially similar to that existing prior to Grantee's entrance onto the Grantor's property. If Grantee is unable to restore Grantor's property as a result of the weather, the thirty (30) day requirement shall be extended until Grantee can reasonably restore the property, including but not limited to reseeded. Restoration shall include, but not be limited to, final grading, reseeded and installation of erosion control measures.

Grantor reserves the right to use and enjoy said Right-of-Way for any purpose, but such use shall not materially hinder, conflict or interfere with Grantee's rights hereunder or materially disturb its Facilities. No reservoir, excavation or structure shall be constructed, created or maintained on or over the Facilities without Grantee's prior written consent. Notwithstanding the foregoing, Grantor reserves the right to:

- (a) use explosives and conduct blasting in any area outside of the Right-of-Way, consistent with industry practices in the vicinity of the Right-of-Way (Grantee expressly acknowledging that any such blasting will not interfere with the Grantee's Facilities or operation of the Facilities) provided the peak particle velocity from the blasting, as measured at the pipeline, does not exceed 4 inches per second in the vertical, longitudinal or horizontal directions;
- (b) cross the Facilities with roadways, curb, gutter and sidewalk, including but not limited to a crossing located near or as an extension of Edgecrest Lane (as depicted on Exhibit A hereto); provided that Grantor cover over the pipeline so that the depth of the pipeline from the surface of such improvements will be no less than sixty inches (60"); and
- (c) to install or allow others to install, operate, repair and maintain power, communication, natural gas, sanitary sewer, storm drainage and other utilities across the surface or undersurface of the Right of Way so long as such improvements and utilities are not located within two feet of the pipeline.

The grant of the Right-of-Way from Grantor to Grantee is exclusive (subject to the terms and conditions of this instrument), and is subject to all other easements, exceptions, reservations, rights and encumbrances of record or evidenced physically on Grantor's property and is made without warranty of any kind, either express or implied, as to the title, condition or suitability of the Right-of-Way Properties for Grantee's use. Without limiting the foregoing, Grantee agrees and acknowledges that (a) the Right-of-Way is being granted by Grantor to Grantee without recourse, covenant, representation or warranty of any kind, express, implied or statutory (all of which Grantor hereby disclaims and negates) as to title, fitness for any particular purpose, conditions, absence of latent defects, or compliance with laws and regulations (including, without limitation, those relating to health, safety and the environment); (b) Grantor is granting the Right-of-Way "as-is," "where-is" and with all faults, and (c) Grantee is relying solely on its own due diligence and investigations and is not relying on Grantor, or any representations or warranties from Grantor, in connection with its acquisition of the Right-of-Way. Grantee forever releases and discharges the Grantor and Grantor's affiliates, parent corporation(s), subsidiaries, officers, directors, agents and employees (collectively, the "Grantor Parties") from any and all liabilities, losses, suits, proceedings, claims, damages, fines, liens, costs or expenses (including reasonable attorneys' fees and expenses), including, without limitation, any environmental claims, (collectively, the "Claims"), related to, connected with or arising from the Right-of-Way Properties. Without limiting the foregoing, in no event shall either

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party be liable to the other for any consequential, punitive or special damages related to, connected with or arising from the Right-of-Way Properties. The terms of this paragraph shall survive the termination of this instrument.

Grantee agrees to protect, indemnify and hold harmless each of the Grantor Parties from and against any and all Claims to the extent they arise by reason of or incident to (a) the acts or omissions of Grantee relating to the construction, occupancy, use, installation, maintenance, or continuation of the Facilities within the Right-of-Way Properties; and/or (b) a breach by Grantee of its obligations under this instrument, except to the extent such loss, damage, injury or death arises out of the intentional misconduct or negligence of Grantor. The terms of this paragraph shall survive the termination of this instrument.

Grantee agrees to defend, indemnify and hold each of the Grantor Parties harmless from and against any and all Claims (1) arising under any federal, state, or local laws, rules, orders, and regulations, as may be amended, applicable to any waste material, hazardous substances or other regulated substances on or below the surface of said Right-of-Way or the presence, disposal, release or threatened release of all waste material, hazardous substance or other regulated substances from said Right-of-Way into the atmosphere or into or upon land or any water course or body of water, including ground water, and (2) which arise from Grantee's operations upon said Right-of-Way or from the actions of Grantee's officers, employees or agents in furtherance of Grantee's operations upon said Right-of-Way, except to the extent such waste material, hazardous substance or other regulated substances are preexisting or originate from a source other than Grantee. This indemnification shall apply to liability for voluntary environmental response actions undertaken pursuant to the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) or any other federal, state, or local law. Such indemnity shall not apply to any Claim attributable to such Grantor Parties' gross negligence or willful misconduct. Nothing in this instrument shall be construed as preventing Grantee from transporting natural gas and any hydrocarbons or other materials associated with the transportation of natural gas in the pipeline pursuant to the terms of this instrument. The terms of this paragraph shall survive the termination of this instrument.

Grantee shall not, except in compliance with relevant environmental laws, (i) cause or permit hazardous material to be placed, held, located, or disposed of on, under or along the Right-of-Way, or (ii) permit any of the Right-of-Way to ever be used (whether permanent or temporary) for any hazardous material. Grantee shall take all reasonable steps to cleanup, remove, resolve or minimize the impact of, or otherwise deal with, any hazardous discharge or environmental complaint upon receipt of notice from any entity including, without limitation, the Environmental Protection Agency (EPA) or any state or local agency, or other person, asserting the existence of any hazardous discharge or environmental complaint on or pertaining to the Right-of-Way arising from Grantee's construction, operation or maintenance of the Right-of-Way or pipeline, which, if true, could result in environmental liability against Grantor, Grantee or otherwise. If Grantee should fail to perform such responsibility, Grantor may do so and all costs and expenses incurred by Grantor and its representative in the exercise of such rights, remedies, powers and privileges under this instrument, common law or statutory law shall be fully reimbursed to Grantor by Grantee.

Prior to performing any Work within the Right-of-Way Properties, Grantee shall carry insurance as described in Exhibit C attached hereto and provide Grantor with insurance certificates evidencing such coverage. Grantee shall require its contractors and sub-contractors of any tier to maintain and provide evidence of similar insurance during any construction within the Right-of-Way Properties. Grantor does not represent that the required insurance, whether in scope or amounts of coverage, is adequate to protect the obligations of Grantee or its contractors or sub-contractors, and Grantee and/or its contractors and subcontractors shall be solely responsible for any deficiencies thereof. Nothing in this section shall be deemed to limit Grantee's liability under this instrument.

Grantee shall notify Grantor in writing not less than thirty (30) day in advance of its intent to enter upon the Right-of-Way Properties, except in the case on an emergency or where the work must be completed in a shorter time frame pursuant to any applicable regulation or request from a regulatory agency, in which case such written notice shall be provided telephonically and in writing as soon as reasonably possible. Grantee shall not perform any blasting on the Right-of-Way Properties unless such blasting is approved by Grantor, which approval shall not be unreasonably withheld.

Within six months following the substantial completion of the Facilities, Grantee shall provide without charge to Grantor a copy of its "as-built" drawings of the Facilities, a hard copy set of alignment sheets, and a GIS shape file (CADD file acceptable) of the centerline of Grantee's pipeline within such Facilities.

All of the Work shall be conducted at Grantee's sole risk, and further, the Work shall conform to, and shall be conducted in accordance with any Applicable Law (as defined below), including all federal pipeline safety regulations. The Work, in any event, also shall be performed in a good and workmanlike manner and Grantee and Grantee's representatives agree not to discard garbage or trash on the Permanent or Temporary Right of Way Property.

Further, Grantee shall and hereby agrees:

(a) if, in connection with the use, occupation and enjoyment of the Right-of-Way, existing utilities or other improvements are damaged or destroyed by any act or omission of Grantee or its contractors, employees, agents or invitees, then, as soon as reasonably practicable (but in any event within thirty (30) days thereafter), to repair or replace such damaged or destroyed improvements to a condition substantially identical to that existing before any such damage or destruction;

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(b) to keep and maintain the Grantor's property free from any liens, claims, encumbrances and liabilities arising out of work performed, materials furnished or obligations incurred by or at the direction of Grantee;

(c) except in exigent circumstances or to the extent necessary, in each case, on a temporary basis, for reasonable construction, repair and maintenance, not to erect, locate or construct any fence, gate, wall, barricade or other obstruction, whether temporary or permanent in nature, which limits or impairs the free and unimpeded use of and access to the Right-of-Way Properties, without Grantor's advance written consent (which may be withheld in Grantor's sole discretion); provided that Grantor shall be entitled to place a test post on the Permanent Right-of-Way in a location to be mutually agreed upon in writing by Grantee and Grantor if such test post is required by FERC;

(d) not to store, dump, dispose or release any "Hazardous Material" (as defined below) or create any "Environmental Condition" (as defined below) on or about the Grantor's property (inclusive of the Right-of-Way Properties); provided that, for purposes hereof, "Environmental Condition" means (i) Grantee's contamination or pollution of soil, air, surface or groundwater, (ii) the disposal, placement or release of a Hazardous Material by Grantee and the affects thereof, (iii) Grantee's noncompliance with or violation of Applicable Law including, without limitation, any lack of required governmental permits or approvals; "Hazardous Material" means (i) any substance, the presence of which requires remediation or corrective action under Applicable Law, or (ii) any substance which is defined as a hazardous waste, hazardous substance, extremely hazardous substance, hazardous material, hazardous matter, hazardous chemical, toxic substance, toxic chemical, pollutant or contaminant, or other similar term, in or pursuant to Applicable Law, or (iii) any asbestos or asbestos-containing material, PCBs or equipment or articles containing PCBs, petroleum, diesel fuel, gasoline or other petroleum hydrocarbons; and "Applicable Law" means all existing federal, state or local laws, common law, statutes or regulations, including, without limitation, those relating to the protection of human health and safety, protection of the environment, or prevention of pollution;

(e) to take or cause to be taken such actions as may be commercially reasonable to repair and/or mitigate any adverse effects of the Work, including without limitation protecting against any sedimentation in the event of inclement weather and seeding, providing ground cover and/or watering for dust control purposes; and

(f) to pursue any and all of the Work diligently to completion and in such manner as to minimize, to the extent reasonably practical, any interference with Grantor's use of Grantor's property or any existing utilities, pipeline or other improvements on Grantor's property.

Grantee hereby agrees to bury the Facilities to a depth of not less than forty-eight inches (48") below the surface of the soil, except in such places where ledges of rock or boulders are encountered, then (subject to any applicable engineering or safety requirements or as otherwise approved in writing by Grantor), at Grantee's option, the Facilities may be buried at a depth of not less than thirty-six inches (36") below the surface.

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, or to such other address as the person to whom notice is to be given may have previously furnished to the other in writing in the manner set forth above; provided, however, that any notice of change of address shall not be deemed to have been given to any party until actually received by such party.

Grantee shall ensure the cooperation of its contractors and agents with Grantor with respect to the terms and conditions of this instrument and their involvement with the activities described herein.

The parties hereto acknowledge that in the event of non-compliance with this instrument by one party, monetary damages may be inadequate to make the other party whole. Therefore, in addition to financial damages, either party may seek remedies in equity to remedy non-compliance, including but not limited to injunction to halt work or specific enforcement to compel completion of work begun hereunder or compliance with the terms of this instrument. The prevailing party shall be entitled to its reasonable costs and attorneys' fees to enforce any provisions of this instrument, together with interest at twelve percent (12%) per annum for any amounts owing to such party hereunder, which interest shall start to accrue from the time of any final non-appealable judgment.

This instrument may not be modified except with the consent of Grantor and Grantee, and, then, only by written instrument duly executed and acknowledged and recorded in the office of the County Recorder of Davis County, State of Utah.

The failure of a party to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said party may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein by the same or any other person.

The provisions of this instrument are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between the parties. Nothing in this

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instrument is intended to create an enforceable right, claim or cause of action by any third party against any party to this instrument.

The terms, conditions and provisions hereof shall be construed under and shall be enforceable in accordance with the laws of the State of Utah, shall run with the land and extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

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

WITNESS THE EXECUTION HEREOF THE 17<sup>th</sup> DAY OF September, 2010.

GRANTOR:

Granite Construction Company,  
a California corporation

By: [Signature]  
Tom Case, Vice President

GRANTEE:

Kern River Gas Transmission Company  
a Texas general partnership

By: [Signature]  
Douglas R. Gibbons, Manager-Land & Environment

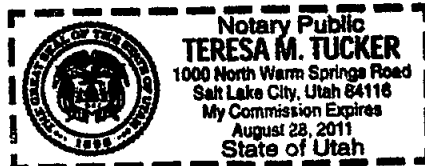
ACKNOWLEDGMENT

State of Utah )  
 ) ss.  
County of Salt Lake )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of September, 2010 by Tom Case in his capacity as Vice President of Granite Construction Company, a California corporation.

[Signature]  
Notary Public

(Seal)  
My commission expires:  
August 28, 2011



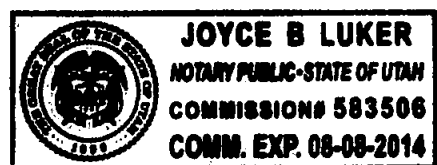
ACKNOWLEDGMENT

State of Utah )  
 ) ss.  
County of Salt Lake )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of September, 2010 by Douglas R. Gibbons, in his authorized capacity as Attorney-in-Fact of Kern River Gas Transmission Company, a Texas general partnership.

[Signature]  
Notary Public

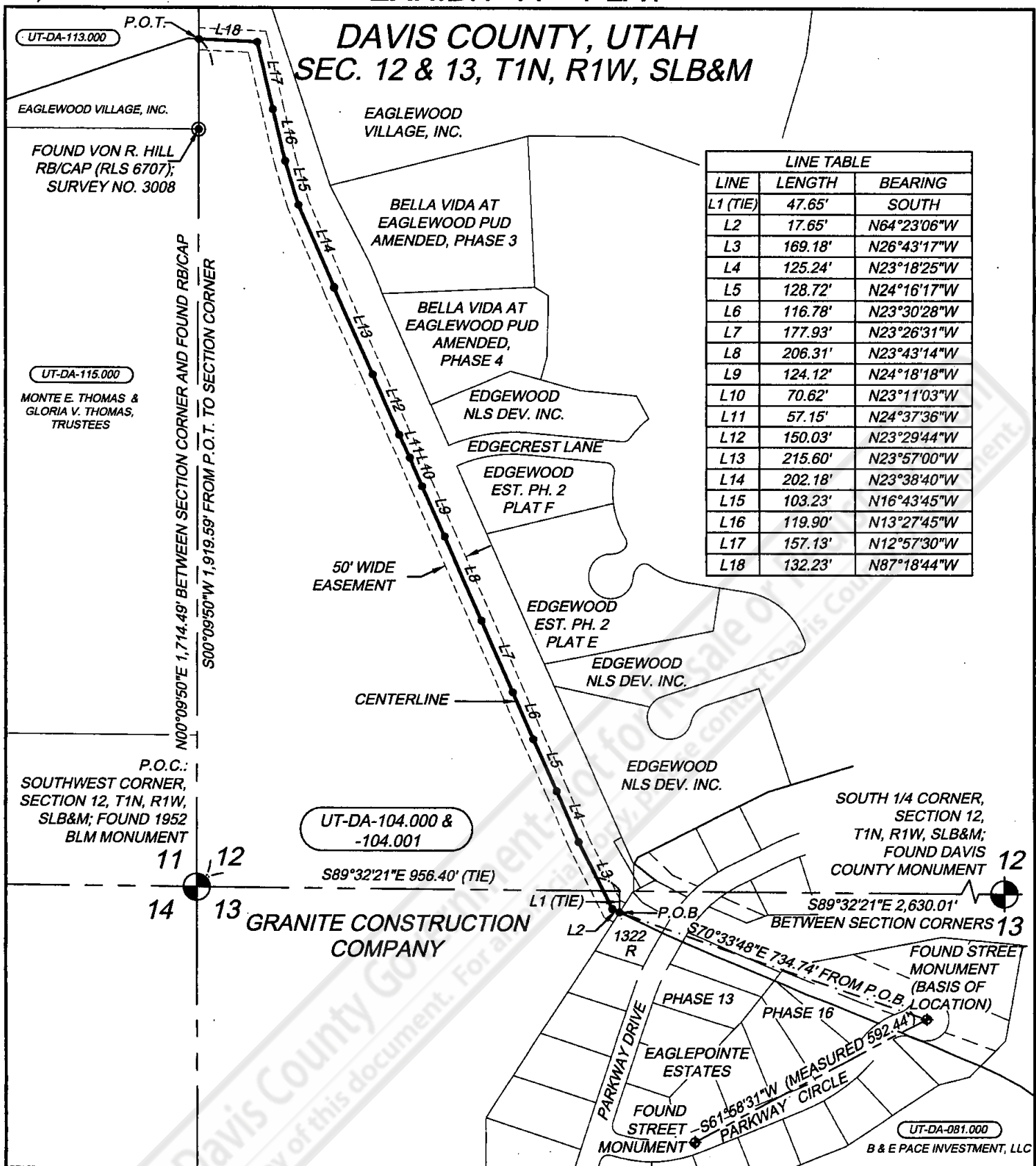
(Seal)  
My commission expires:  
08/08/2014



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DAVIS COUNTY, UTAH  
SEC. 12 & 13, T1N, R1W, SLB&M

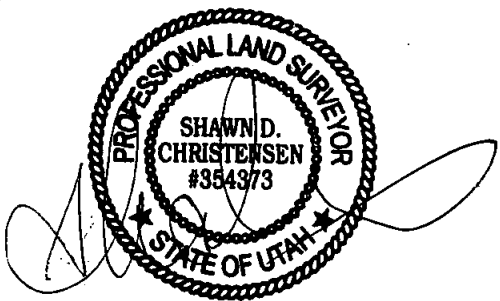
LINE TABLE		
LINE	LENGTH	BEARING
L1 (TIE)	47.65'	SOUTH
L2	17.65'	N64°23'06"W
L3	169.18'	N26°43'17"W
L4	125.24'	N23°18'25"W
L5	128.72'	N24°16'17"W
L6	116.78'	N23°30'28"W
L7	177.93'	N23°26'31"W
L8	206.31'	N23°43'14"W
L9	124.12'	N24°18'18"W
L10	70.62'	N23°11'03"W
L11	57.15'	N24°37'36"W
L12	150.03'	N23°29'44"W
L13	215.60'	N23°57'00"W
L14	202.18'	N23°38'40"W
L15	103.23'	N16°43'45"W
L16	119.90'	N13°27'45"W
L17	157.13'	N12°57'30"W
L18	132.23'	N87°18'44"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

I, SHAWN D. CHRISTENSEN DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.



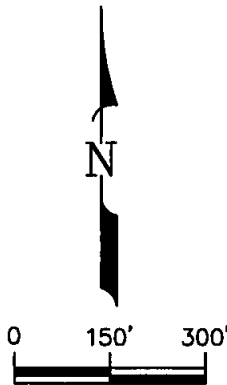
SHAWN D. CHRISTENSEN  
REGISTERED PROFESSIONAL LAND SURVEYOR  
UTAH REGISTRATION NO. 354373

DISTANCE ACROSS PROPERTY: 2,274.00 FEET

AREA OF 50' WIDE  
PERMANENT EASEMENT: 2.61 ACRES

NOTES:

- 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.
- 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). TO OBTAIN THE ORIGINAL BEARINGS OF EAGLEPOINTE ESTATES SUBDIVISIONS, ROTATE THE BEARINGS ON THIS PLAT IN COUNTERCLOCKWISE DIRECTION 00°18'02".
- SEE EXHIBIT "B" FOR DESCRIPTION.



UniversalPegasus  
INTERNATIONAL

SHEET 1 OF 1

NO.	REVISIONS	BY	CHKD	DATE	SCALE: 1"=300'	DATE	TITLE:
A	REVISE PIPE LINE LOCATION	BEC		12/18/09	DRAWN: BEC	11/23/09	EASEMENT PLAT
					DESIGNED:		
					PROJ. ENG.:		
					CHECKED:		
					APP'D:		
					JOB NO: 15338		

50' WIDE PERMANENT EASEMENT &  
RIGHT-OF-WAY UPON THE PROPERTY OF  
GRANITE CONSTRUCTION COMPANY  
DAVIS COUNTY, UTAH



DWG NO. 15338-UT-DA-104.000  
REV. A

FILE INFO:

# EXHIBIT "B" - DESCRIPTION

APEX EXPANSION PROJECT  
 KERN RIVER TRACT NO. UT-DA-104.000 & -104.001  
 GRANITE CONSTRUCTION COMPANY  
 DAVIS COUNTY, UTAH

DESCRIPTION OF A FIFTY (50) FOOT WIDE  
 PERMANENT EASEMENT AND RIGHT-OF-WAY UPON THE PROPERTY OF  
 GRANITE CONSTRUCTION COMPANY

**Description of a fifty (50) foot wide permanent easement and right-of-way situated in Sections 12 and 13, Township 1 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah**, said fifty (50) foot wide permanent easement and right-of-way is situated twenty five (25) feet on each side of the herein described centerline, said centerline 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):

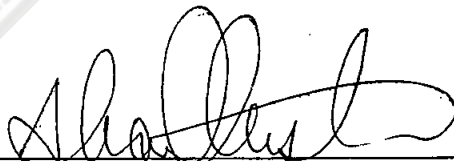
**COMMENCING** at a found 1952 Bureau of Land Management section corner monument for the southwest corner of Section 12, Township 1 North, Range 1 West, Salt Lake Base and Meridian, from said corner a found Davis County section corner monument for the south one-quarter corner of said Section 12 bears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

**THENCE** South 89°32'21" East 956.40 feet along the section line and South 47.65 feet to a point on the northwesterly line of Lot 1322R, Eaglepointe Estates Subdivision, Phase 13, on file and of record in the office of the Recorder, Davis County, Utah, said point being the **TRUE POINT OF BEGINNING** of the herein described centerline; also, from said true point of beginning a found subdivision street monument located in the center of the cul-de-sac of Parkway Circle bears South 70°33'48" East 734.74 feet;

**AND RUNNING THENCE** across a portion of the above referenced tract of land the following bearings and distances:

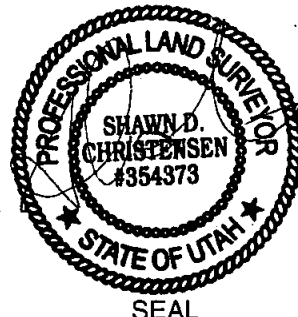
THENCE North 64°23'06" West 17.65 feet; THENCE North 26°43'17" West 169.18 feet; THENCE North 23°18'25" West 125.24 feet; THENCE North 24°16'17" West 128.72 feet; THENCE North 23°30'28" West 116.78 feet; THENCE North 23°26'31" West 177.93 feet; THENCE North 23°43'14" West 206.31 feet; THENCE North 24°18'18" West 124.12 feet; THENCE North 23°11'03" West 70.62 feet; THENCE North 24°37'36" West 57.15 feet; THENCE North 23°29'44" West 150.03 feet; THENCE North 23°57'00" West 215.60 feet; THENCE North 23°38'40" West 202.18 feet; THENCE North 16°43'45" West 103.23 feet; THENCE North 13°27'45" West 119.90 feet; THENCE North 12°57'30" West 157.13 feet; THENCE North 87°18'44" West 132.23 feet to a point on the apparent westerly line of said Section 12, **AND TERMINATING**.

From said point of termination the 1952 BLM monument for the southwest corner of said Section 12 bears South 00°09'50" West 1,919.59 feet. The right-of-way boundary lines of said fifty (50) foot wide permanent easement and right-of-way shall be shortened and lengthened at their extremities so as to conform to the property lines of the above referenced tract of land thereby providing for a continuous fifty (50) foot wide permanent easement and right-of-way width.



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

12-21-09  
 Date:



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.

## EXHIBIT "C" – INSURANCE

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 instrument.

B. Commercial General Liability Insurance, written on an Occurrence Basis, with limits not less than \$2,000,000.00 per occurrence / \$4,000,000 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 instrument
- 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 per occurrence Bodily Injury and Property Damage combined single limits

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

Grantee shall, on or prior to the effective date of this instrument, deliver to Grantor 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 Grantor or 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 hereto 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 Grantor.

Grantor and 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 Grantee's 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 Grantee's policies restricting defense expenses available to Grantor.

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 Grantee.

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 Grantor at Grantor's office originating the agreement. Grantee will promptly notify Grantor of any cancellation or material changes in any such policies. For those insurance coverages whereby Grantor is required to be named as an additional insured, Grantee shall at any time requested by Grantor prior to or during the term of the work or this instrument, deliver to Grantor 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 Grantee, and/or Grantor as additional insured, Grantee shall deliver to Grantor, or shall cause its insurers or agents to deliver, certified copies of the policies maintained during the term of the work or this instrument, if so requested by Grantor.

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

Grantor 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 Grantee, and Grantee shall be solely responsible for any deficiencies thereof. Nothing in this instrument shall be deemed to limit Grantee's liability under this instrument

## SUBCONTRACTOR'S INSURANCE

Should Grantor permit Grantee to further sublet or subcontract any portion of the work, Grantee 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 Grantee's insurance coverages as required above. Prior to the commencement of work by any subcontractor, Grantee shall provide to Grantor certificates of insurance evidencing that each subcontractor carries insurance as required above or evidencing that such subcontractors are named insureds under Grantee's insurance coverages. As with Grantee's insurance coverage, Grantor and 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.