#### 2442439 BK 4757 PG 289



When recorded please return to:

Robert E. Mansfield SNELL & WILMER L.L.P. 15 West South Temple, Suite 1200 Beneficial Tower Salt Lake City, Utah 84101-1004 E 2442439 B 4757 P 289-292
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
04/17/2009 11:23 AM
FEE \$16.00 Pgs: 4
DEP RT REC'D FOR SNELL & WILMER

### **NOTICE OF ENTRY OF JUDGMENT**

PLEASE TAKE NOTICE that the Second Judicial District Court, in and for Davis

County, State of Utah, entered the following Final Judgment, attached hereto as Exhibit A,

construing a 1966 Right of Way Agreement, recorded January 11, 1967 as Entry No. 305393,

Book 358, Page 475, of the official records of Davis County, State of Utah, and a 1994

Encroachment Agreement, recorded April 17, 1995 as Entry No. 1174686, Book 1865, Page

0035, of the official records of Davis County, State of Utah, affecting the following described real property, located in Davis County, State of Utah, and more particularly described as follows:

Tract of land located in the West half of the East half of Section 11, Township 1 North, Range 1 West, Davis County, Utah.

DATED this 17 day of April, 2009.

Robert E. Mansfield

SUBSCRIBED and SWORN to before me this  $\overline{17}$ 

day of Up

2009

Notary Public State of Utah
My Commission Expires on:
August 1, 2012
Comm. Number: 575642

Notary Public

### Prepared and Submitted By:

Robert E. Mansfield (6272)
Emily Jackson (11678)
Katherine Conyers (12063)
SNELL & WILMER L.L.P.
15 West South Temple, Suite 1200
Beneficial Tower
Salt Lake City, Utah 84101-1004
Telephone: (801) 257-1900

Telephone: (801) 257-1900 Facsimile: (801) 257-1800

Attorneys for Plaintiff Pioneer Pipeline Company



# IN THE SECOND JUDICIAL DISTRICT COURT IN AND FOR DAVIS COUNTY, STATE OF UTAH

PIONEER PIPE LINE COMPANY, a Delaware corporation,

Plaintiff,

vs.

STORAGE CITY, LLC, a Utah limited liability company,

Defendant.

FINAL JUDGMENT

Case No. 080700529

Honorable Thomas L. Kay

Upon consideration of the 1966 Right of Way Agreement ("Right of Way" or "Agreement") and the 1994 Encroachment Agreement ("Encroachment Agreement") (collectively referred to as "Agreements"), in light of this Court's granting of ConocoPhillips' Motion for Summary Judgment on its First Cause of Action for Declaratory Relief and

VD28542644 pages: 3
080700529 STORAGE CITY LLC,A UTAH LLC

9564479.1

dismissing with prejudice Pioneer Pipeline's second and third causes of action, and for evidence and good cause shown:

IT IS HEREBY ORDERED, ADJUDGED and DECREED as follows:

- 1. Defendant Storage City, LLC ("Storage City") shall be and is permanently enjoined from erecting, constructing, or creating any building, house, improvement, structure or obstruction of any kind anywhere within the Right of Way area, as defined by the 1966 Right of Way Agreement and 1994 Encroachment Agreement, or causing or permitting such work or said acts to be done by others; and
- 2. Storage City shall be and is permanently enjoined from interfering with ConocoPhillips' access to its Right of Way through Storage City's south Fence.

DATED this Of April, 2009.

BY THE COURT,

Honorable Thomas 1. Say Second District Court Judge

Approved as to form:

Douglas F. White Attorney for Storage City OUNTY OF DAVIS SS.

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL ON FILE IN MY OFFICE.

DAY OF THE 2001

ALYSON E. BROWN
CLERK OF THE COURT

DEPUT

of 20 of 03



## **CERTIFICATE OF MAILING**

I hereby certify that on the day of March, 2009, a true and accurate copy of the foregoing was served by U.S. Mail to the following:

Cholen

Douglas F. White 3282 S. Sunset Hollow Dr. Bountiful, UT 84010

9564479.1