

Recorded at the request of  
Kern River Gas Transmission Company

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

E 2540282 B 5068 P 337-340  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
7/16/2010 12:42:00 PM  
FEE \$24.00 Pgs: 4  
DEP eCASH REC'D FOR FIRST AMERICAN TITLE

**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 **B & E Pace Investment, LLC**, formerly known as B & E Pace Investment Company, Ltd. whose address is: 4300 South Highland Drive, Salt Lake City, UT 84124, hereinafter referred to as **Grantor**, for and in consideration of the sum of ten dollars and other considerations, to the Grantor in hand paid by **Kern River Gas Transmission Company**, P.O. Box 71400, Salt Lake City, Utah 84171-0400, hereinafter referred to as **Grantee**, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, an exclusive right-of-way and easement to locate, survey a route, construct, entrench, maintain, protect, inspect and operate a pipeline and/or communications cable with appurtenances including but not limited to valves, metering equipment, electrical cable, cathodic equipment, underground conduit, cables, splicing boxes and roads (said pipeline, communications cable, appurtenances, valves, metering equipment, cathodic equipment, underground conduits, cables, splicing boxes, markers and roads being hereinafter sometimes collectively called the "facilities") over, under and through the hereinafter described land, approximately along the line designated by survey heretofore made or hereafter to be made by Grantee, through and over the said land on a right-of-way more specifically described as:

**That certain parcel of land situated in Section 13, Township 1 North, Range 1 West, SLB&M, Davis County, Utah, more particularly described on attached Exhibits "A" and "B".**

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

This right-of-way and easement shall carry with it the right of ingress and egress to and from, and access on and along said right-of-way, with the right to use existing and future roads, for the purpose of constructing, inspecting, repairing, protecting and maintaining the facilities and the removal or replacement of same at will, either in whole or in part, and the replacement of said pipeline with either like or different size pipe. During temporary periods Grantee may use such portions of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate, protect and maintain the facilities over the right-of-way hereby granted unto the said Grantee, its successors and assigns, and the Grantee may assign the rights and easement herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon Grantor, its heirs, legal representatives and successors in title.

Grantee may at any time permanently abandon said right-of-way and at its discretion may remove or abandon in place facilities constructed thereon and upon such abandonment action. Grantee may at its discretion execute and record a reconveyance and release hereof, whereupon this right-of-way and easement and all rights and privileges herein mutually granted shall be fully cancelled and terminated.

Grantee shall compensate the Grantor for damages to Grantor's growing crops, pasture, fences, livestock and other real or personal property improvements caused by the construction, maintenance, repair, replacement or removal of the facilities. Grantee shall compensate the Grantor for damages to Grantor's timber caused by the initial construction of the facilities; thereafter, Grantee shall have the right to cut and keep clear without payment of damages all trees, brush and other obstructions that may in the Grantee's opinion endanger, hinder or conflict with the construction, operation, inspection, protection, maintenance and use of said facilities.

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

Tract No.	APN No.
UT-DA-081.000	01-120-0068

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

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

Grantor represents and warrants that it is the owner in fee simple of the said described lands. Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said land and thereupon be subrogated to such lien and rights incident thereto, and Grantor agrees to subordinations of any liens or mortgages as Grantee deems necessary or appropriate.

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

WITNESS THE EXECUTION HEREOF THE 7th DAY OF July, 2010.

**GRANTOR:**

**B & E Pace Investment, LLC,**  
a Utah limited liability company,  
fka B&E Pace Investment Company, Ltd.

By: *W. Earl Pace*  
W. Earl Pace, Manager

**ACKNOWLEDGMENT**

State of Utah

County of Davis

On July 8, 2010 before me, Marilyn W. Carr  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Personally appeared W. Earl Pace as Manager of B & E Pace Investment, LLC  
Names(s) of Signer(s)

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

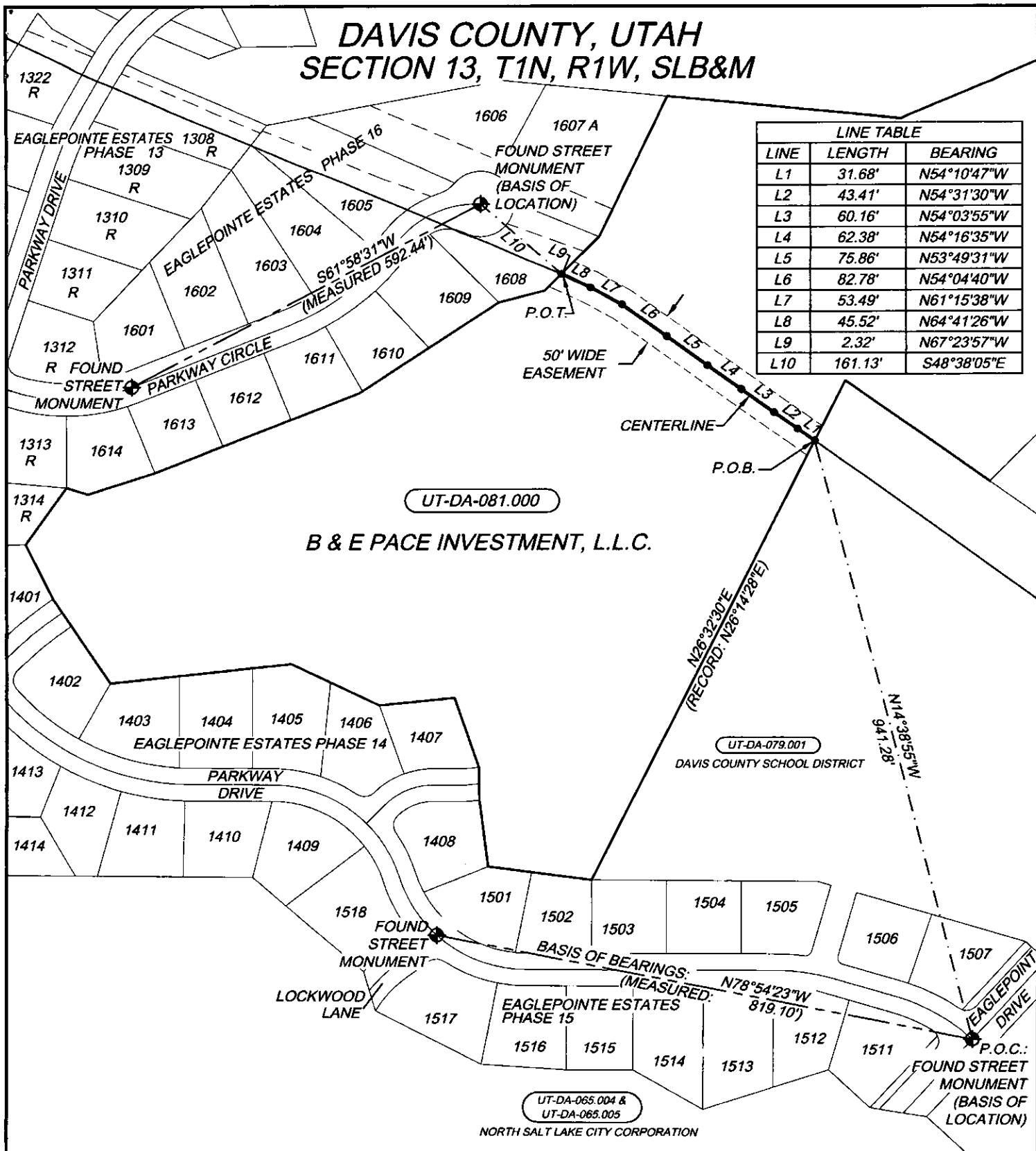
WITNESS my hand and official seal.



*Marilyn W. Carr*

Tract No.	APN No.
UT-DA-081.000	01-120-0068

DAVIS COUNTY, UTAH  
SECTION 13, T1N, R1W, SLB&M

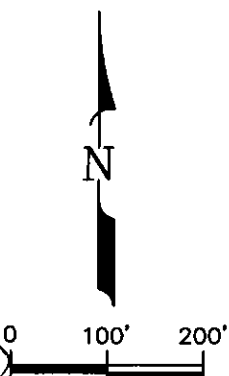
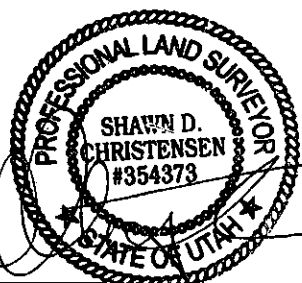


LINE TABLE		
LINE	LENGTH	BEARING
L1	31.68'	N54°10'47"W
L2	43.41'	N54°31'30"W
L3	60.16'	N54°03'55"W
L4	62.38'	N54°16'35"W
L5	75.86'	N53°49'31"W
L6	82.78'	N54°04'40"W
L7	53.49'	N61°15'38"W
L8	45.52'	N64°41'26"W
L9	2.32'	N67°23'57"W
L10	161.13'	S48°38'05"E

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

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.



DISTANCE ACROSS PROPERTY: 457.60 FEET

AREA OF 50' WIDE PERMANENT EASEMENT: 0.53 ACRE

NOTES:

1. THIS EASEMENT PLAT AND ACCOMPANYING DESCRIPTION WERE PREPARED ACCORDING TO INFORMATION REPORTED ON A LIMITED TITLE CERTIFICATE AND VESTING DEED DOCUMENT PROVIDED TO THE UNDERSIGNED SURVEYOR BY OTHERS.
2. ALL BEARINGS AND DISTANCES CONTAINED HEREIN ARE GRID, BASED ON THE UTAH COORDINATE SYSTEM OF 1983, UTAH CENTRAL ZONE, US SURVEY FEET, AS DERIVED FROM A GLOBAL POSITIONING SURVEY PERFORMED BY UNIVERSALPEGASUS INTERNATIONAL IN 2009 (COMBINED SCALE FACTOR: 0.999809). TO OBTAIN THE ORIGINAL BEARINGS OF EAGLEPOINTE ESTATES SUBDIVISIONS, ROTATE THE BEARINGS ON THIS PLAT IN COUNTERCLOCKWISE DIRECTION 00°18'02".
3. SEE EXHIBIT "B" FOR DESCRIPTION.

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

UniversalPegasus  
INTERNATIONAL

SHEET 1 OF 1

NO.	REVISIONS	BY	CHKD	DATE	SCALE:	DATE
A	REVISE PIPE LINE LOCATION	BEC		12/12/09	1"=200'	11/19/09
					DESIGNED:	
					PROJ. ENG.:	
					CHECKED:	
					APP'D:	
					JOB NO: 15338	

TITLE: EASEMENT PLAT  
50' WIDE PERMANENT EASEMENT & RIGHT-OF-WAY UPON THE PROPERTY OF B & E PACE INVESTMENT, L.L.C.  
DAVIS COUNTY, UTAH

DWG NO. 15338-UT-DA-081.000  
REV. A

FILE INFO.:

## EXHIBIT "B" - DESCRIPTION

APEX EXPANSION PROJECT  
 KERN RIVER TRACT NO. UT-DA-081.000  
 B & E PACE INVESTMENT, L.L.C.  
 DAVIS COUNTY, UTAH

DESCRIPTION OF A FIFTY (50) FOOT WIDE  
 PERMANENT EASEMENT AND RIGHT-OF-WAY UPON THE PROPERTY OF  
 B & E PACE INVESTMENT, L.L.C.

**Description of a fifty (50) foot wide permanent easement and right-of-way situated in Section 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: 0.999809):


**COMMENCING** at a found subdivision street monument located at the intersection of Eaglepointe Drive and Parkway Drive, from said street monument a found street monument located at the intersection of Lockwood Lane and Parkway Drive bears North 78°54'23" West 819.10 feet, in conformance with the Utah Coordinate System of 1983, Central Zone;

**THENCE** North 14°38'55" West 941.28 feet to a point on the easterly line of the B & E Pace Investment, L.L.C. property, said point being the **TRUE POINT OF BEGINNING** of the herein described centerline;

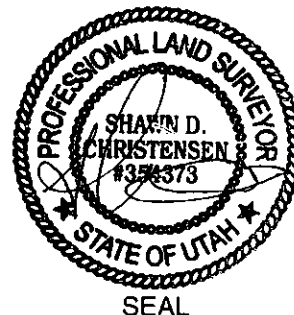
**AND RUNNING THENCE** across a portion of the above referenced tract of land the following bearings and distances:

THENCE North 54°10'47" West 31.68 feet; THENCE North 54°31'30" West 43.41 feet; THENCE North 54°03'55" West 60.16 feet; THENCE North 54°16'35" West 62.38 feet; THENCE North 53°49'31" West 75.86 feet; THENCE North 54°04'40" West 82.78 feet; THENCE North 61°15'38" West 53.49 feet; THENCE North 64°41'26" West 45.52 feet; THENCE North 67°23'57" West 2.32 feet to a point on the southeasterly line of Lot 1608, Eaglepointe Estates Subdivision, Phase 16, on file and of record in the office of the Recorder, Davis County, Utah, **AND TERMINATING.**

From said point of termination a found subdivision street monument located in the center of the cul-de-sac of Parkway Circle bears North 48°38'05" West 161.13 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

t-26-10  
 \_\_\_\_\_  
 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.