

RETURNED
FEB 16 2011

RECORDING REQUESTED BY
Rocky Mountain Pipeline System LLC

E 2585117 B 5212 P 701-709
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
02/16/2011 03:33 PM
FEE \$28.00 Pgs: 9
DEP RTT REC'D FOR WILLIAMS & HUNT

WHEN RECORDED MAIL TO

Rocky Mountain Pipeline System LLC
Attn: Land Department
333 Clay Street, Suite 1600
Houston, Texas 77002

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

RMPL Tract Number: 3480-C-0347.00

APN: 08-085-0046

County: Davis

Amendment of Right of Way Contract

KNOW ALL MEN BY THESE PRESENTS, **ROCKY MOUNTAIN PIPELINE SYSTEM LLC**, a Delaware limited liability company, its successors and assigns, having offices at 333 Clay Street, Suite 1600, Houston, TX, 77002, hereinafter referred to as "RMPS" or "Grantee", represents that it is the successor to Utah Oil Refining Company and current owner of a Right of Way Contract, hereinafter "Contract", dated January 17, 1940, recorded in Davis County, Utah, Book "M", Page 520;

WHEREAS, **JAMES DALE CLARK**, as personal representative of the ESTATE OF DALE D. CLARK, and **JAMES DALE CLARK**, as personal representative of the ESTATE OF RUTH E. CLARK, as tenants in common, having a mailing address of 2910 Swanee Lane, Fairfax, Virginia, 22031, hereinafter referred to as "Owner" or "Grantor", represents that he is the current fee owner and successor of the land described in the Contract or that portion thereof to which this Amendment applies, hereinafter the "Premises," described as follows:

Township 3N ,Range 1W , Salt Lake Base and Meridian

A portion of the NE ¼, and a portion of the NW ¼ of Section 36,

As more fully described on Exhibit "A",

AND WHEREAS, RMPS and Owner desire to amend said Contract so as to define said pipeline right of way width and limit the Contract's encumbrance on the Premises;

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00), the receipt and sufficiency of which is hereby acknowledged by the Owner, and of the mutual covenants herein contained, the parties hereto agree to amend said Contract as follows (the "Amended Contract"):

1. RMPS shall:

(a) Compensate Owner for damages done to any buildings, fences, roadways and as a direct result of RMPS' activities on the Premises.

(b) Have the right to remove, cut, trim, and keep clear all obstructions, trees, brush, and objects that may injure, endanger or interfere with RMPS' permitted uses under the Contract.

(c) Defend and indemnify the Owner from all liabilities, damages, and claims arising from activities by Grantee or its affiliates or their officers, agents, employees, contractors or subcontractors on the Premises or relating to the Contracts as amended (including liabilities, damages and claims arising from spills, leaks or other releases from the Pipelines (as defined below), violations of applicable wetlands law and construction activities on the Premises), except to the extent any such liabilities, damages, or claims arise as a result of the negligence or other fault of Owner or its affiliates, or their officers, agents, employees, contractors, or subcontractors.

(d) As soon as reasonably possible after completion of any construction activities, fully restore the surface of the Premises as nearly as practical to the condition that existed prior to such construction.

2. No more than three underground pipelines are permitted under the Contract and this amendment, including existing 6" and 8" pipelines and a new 16" pipeline, whether in use or abandoned in place (collectively the "Pipelines"). The new 16" Pipeline shall be installed to a sufficient depth so as to allow the installation and use on the surface of the Premises the improvements that are described in section 3. Grantee shall install, maintain, use and remove Pipelines in accordance with applicable environmental laws and regulations. The Pipelines installed or constructed on the Premises shall be laid or constructed within a strip of land **50 feet** in width and shall follow the alignment depicted on Exhibit "A" attached hereto and made a part hereof, it being understood that the 50 foot wide easement area shall encompass the existing 6" and 8" pipelines along with the new 16" Pipeline and shall be defined as twenty-five (25) feet either side of the centerline as more particularly described and depicted on Exhibit "A" attached hereto and made a part hereof.

3. Nothing herein shall be construed to prevent Owner or its successors in title from constructing streets, parking lots, sidewalks, curb and gutter, phone or fiber optic lines, water lines, gas mains, sanitary or storm sewers, landscaping or any non permanent vertical structure (i.e., a vertical structure, such as a building, requiring foundations) or related improvements across the easement area granted under the Contract and herein, but in no case shall this permit any permanent vertical structure within said 50 foot wide easement area, unless: (a) such installations are made in such a manner as not to unreasonably interfere with the construction, maintenance or operation of RMPS' Pipelines, and (b) the plans, specifications, and method of construction thereof shall be first submitted to RMPS or its successor for its approval which will not unreasonably be withheld or delayed, but in any case shall be in compliance with all applicable state and federal pipeline safety regulations. After forty-five (45) days from the time the written request for approval is submitted to RMPS by Owner or its successors, said plans shall be deemed approved unless notified otherwise in writing by RMPS.

4. This Amended Contract shall include the right of unimpaired ingress and egress to and within the 50 foot easement area as reasonably needed to construct, repair and replace improvements on the right of way, including the use of all existing and future roads on the Premises.

5. This Amended Contract shall be perpetual unto RMPS unless RMPS records a quitclaim reconveyance and release of this grant, which it shall have the right to do at any time as to any one or more Pipelines. RMPS may assign the Contract and all rights herein granted, either in whole or in part, subject to the terms of this Amended Contract.

6. Such Amended Contract and the related easements are granted upon the condition that upon the abandonment (as opposed to shutting in or mothballing) of all three (3) Pipelines for the purposes granted under the Contract or herein for a continuous period of two (2) years, said Contract together with all other agreements relating to said Contract, dating back to the original recorded Contract

and this Amended Contract and related easements shall then terminate as to such abandoned Pipeline, and all the rights granted under the Contract and herein shall revert to the Owner, its successor or assigns. Upon the termination of the rights granted under the Contract and herein, RMPS, for itself and its predecessors and successors and assigns, hereby agrees and obligates itself to immediately file of record a recordable instrument releasing, relinquishing and surrendering all of their rights hereunder and under the Contract related to said abandoned Pipeline. Owner, its successors or assigns may (but are not obligated to) remove any such abandoned Pipeline without liability to Grantee, so long as Grantee's active Pipelines are not interfered with during such removal.

7. Each of the undersigned represents, covenants and warrants that it owns all necessary title to the Premises, free and clear of any liens and encumbrances not shown in the public real estate records that could materially and adversely affect this grant, and that each has the right and authority to execute this instrument.

8. The provisions hereof shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, personal representatives, successors, assigns, and legal representatives

9. It is agreed that any payment due hereunder may be made direct to said Grantor or any one of them (if more than one).

10. Section 1445 Certification: Under penalties of perjury, the undersigned Grantor(s) hereby certifies that it (they) is (are) not a non resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate for the purposes of U.S. income taxation.

11. Notices shall be deemed provided if delivered to the following:

To:
James Dale Clark
2910 Swanee Lane
Fairfax, Virginia 22031
(or as to any successor owner, the address for property tax notices)

To:
Rocky Mountain Pipeline System LLC ("RMPS")
Right of Way Department
Plains All American Pipeline, L.P.
333 Clay Street, #1600
Houston, TX 77002

12. The easements under the Contract as amended hereby are non-exclusive. This Amended Contract supersedes any conflicting provisions of the Contract, but otherwise the Contract remains fully enforceable according to its terms.

EXECUTED THIS 29th day of January, 2011.

GRANTOR:

James Dale Clark
James Dale Clark

State of VA)

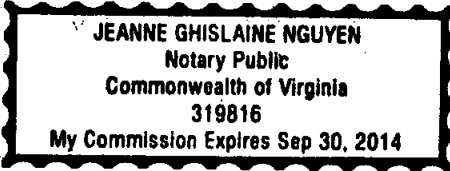
County of Fairfax)

On 01/29/11 before me Jeanne Nguyen

personally appeared James Dale Clark
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person (s) whose names (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, executed the instrument.

WITNESS my hand and official seal

Signature Jeanne Nguyen



EXECUTED THIS 15th day of FEBRUARY, 2011.

GRANTEE
ROCKY MOUNTAIN PIPELINE SYSTEM LLC, a
Delaware limited liability company

By: Lawrence J. Dreyfuss
for Rocky Mountain Pipeline System LLC

Lawrence J. Dreyfuss
Vice President

Printed Name _____ Title VP

State of TEXAS)
: ss.

County of HARRIS)

On 2/15/11 before me, DAVID H. LINDGREN

personally appeared LAWRENCE J. DREYFUSS, VICE PRESIDENT
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, executed the instrument.

WITNESS my hand and official seal

Signature David H. Lindgren

201277.1

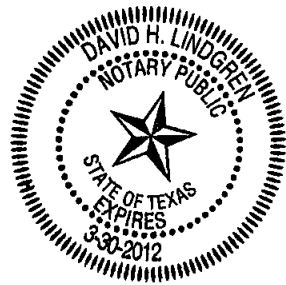
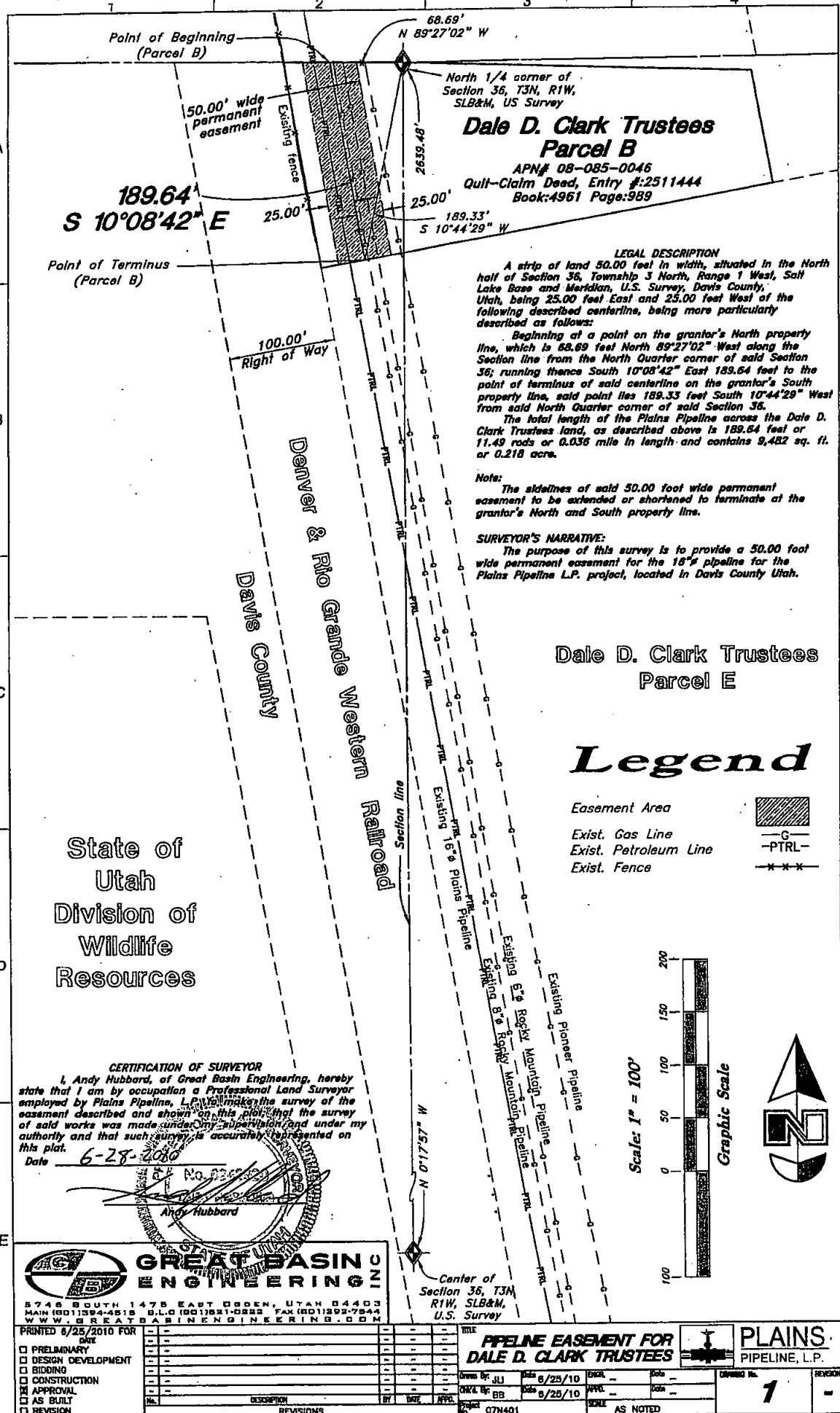


Exhibit "A" to Amendment of Right of Way Contract

The following parcel of real property that is located in Davis County, Utah:

See attached Drawing No.'s 1, 2, 2A and 3, dated June 25, 2010 and prepared by Great Basin Engineering, Inc.



**Dale D. Clark Trustees
Parcel B**
APN# 08-085-0046
Quit-Claim Deed, Entry #:2511444
Book:4961 Page:989

LEGAL DESCRIPTION
A strip of land 50.00 feet in width, situated in the North half of Section 36, Township 3 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, Davis County, Utah, being 25.00 feet East and 25.00 feet West of the following described centerline, being more particularly described as follows:

Beginning at a point on the grantor's North property line, which is 68.69 feet North 89°27'02" West along the Section line from the North Quarter corner of said Section 36; running thence South 10°08'42" East 189.64 feet to the point of terminus of said centerline on the grantor's South property line, said point lies 189.33 feet South 10°44'29" West from said North Quarter corner of said Section 36.

The total length of the Plains Pipeline across the Dale D. Clark Trustees land, as described above is 189.64 feet or 11.49 rods or 0.036 mile in length and contains 9,422 sq. ft. or 0.218 acre.

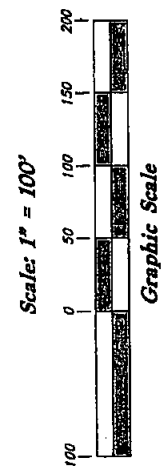
Note:
The sidelines of said 50.00 foot wide permanent easement to be extended or shortened to terminate at the grantor's North and South property lines.

SURVEYOR'S NARRATIVE:
The purpose of this survey is to provide a 50.00 foot wide permanent easement for the 18" pipeline for the Plains Pipeline L.P. project, located in Davis County Utah.

**Dale D. Clark Trustees
Parcel E**

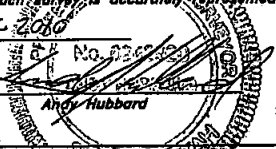
Legend

- Easement Area
- Exist. Gas Line
- Exist. Petroleum Line
- Exist. Fence



State of
Utah
Division of
Wildlife
Resources

CERTIFICATION OF SURVEYOR
I, Andy Hubbard, of Great Basin Engineering, hereby state that I am by occupation a Professional Land Surveyor employed by Plains Pipeline, L.P. I made the survey of the easement described and shown on this plat, that the survey of said works was made under my supervision and under my authority and that such survey is accurately represented on this plat.
Date 6-28-2010



GREAT BASIN ENGINEERING INC
5746 SOUTH 1475 EAST OGDEN, UTAH 84403
MAIN (801)394-4515 B.L.O (801)521-0222 FAX (801)392-7944
WWW.GREATBASINENGINEERING.COM

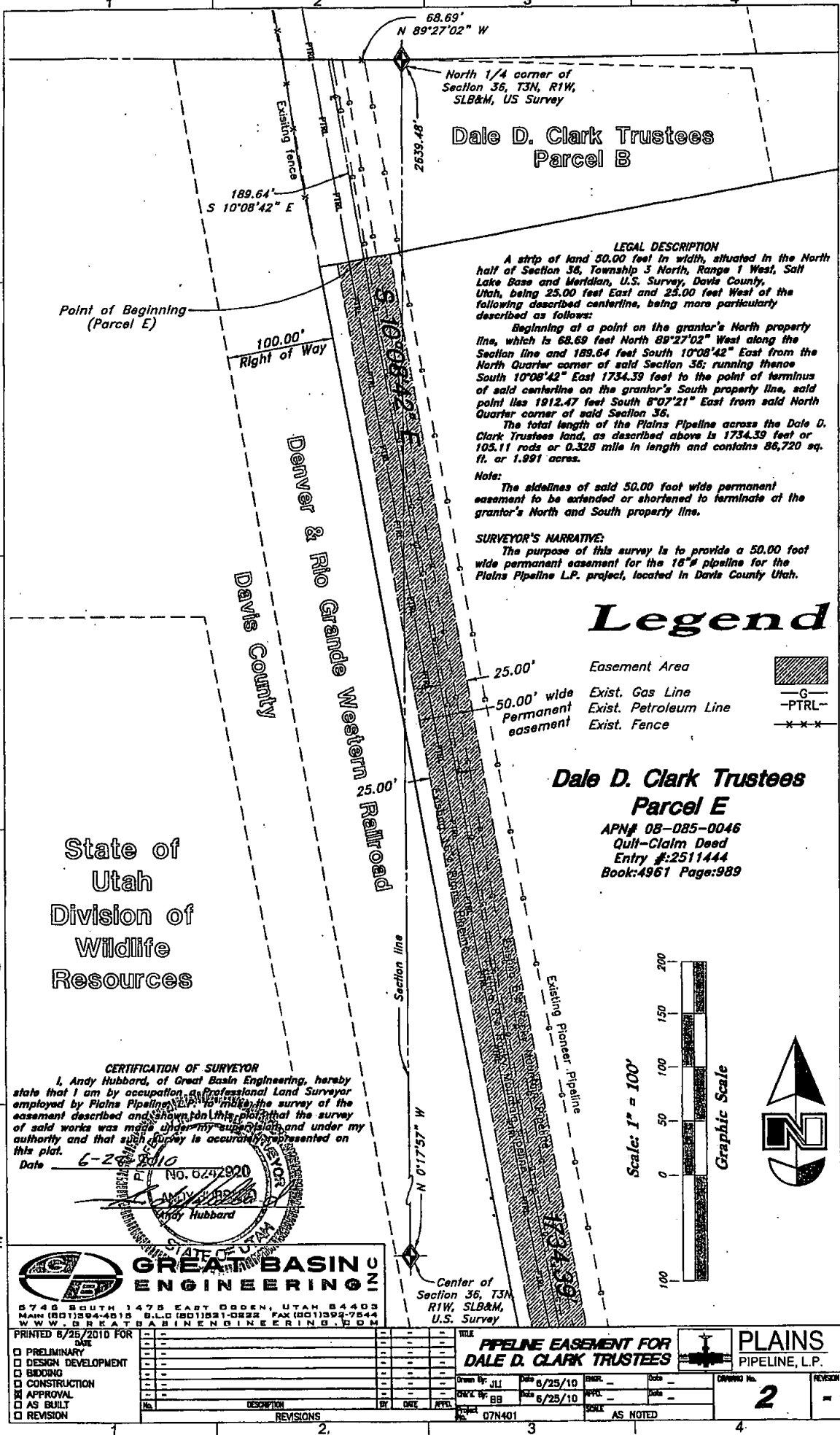
- PRINTED 6/25/2010 FOR
- PRELIMINARY
 - DESIGN DEVELOPMENT
 - BIDDING
 - CONSTRUCTION
 - APPROVAL
 - AS BUILT
 - REVISION

REVISIONS		DATE	BY	APP.	DESCRIPTION

PLAINS PIPELINE, L.P.

Scale: AS NOTED

Sheet: **1** of 1







LEGAL DESCRIPTION
 A strip of land 50.00 feet in width, situated in the North half of Section 36, Township 3 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, Davis County, Utah, being 25.00 feet East and 25.00 feet West of the following described centerline, being more particularly described as follows:
 Beginning at a point on the grantor's North property line, which is 68.69 feet North 89°27'02" West along the Section line and 189.64 feet South 10°08'42" East from the North Quarter corner of said Section 36; running thence South 10°08'42" East 1734.39 feet to the point of terminus of said centerline on the grantor's South property line, said point lies 1912.47 feet South 8°07'21" East from said North Quarter corner of said Section 36.
 The total length of the Plains Pipeline across the Dale D. Clark Trustees land, as described above is 1734.39 feet or 105.11 rods or 0.328 mile in length and contains 86,720 sq. ft. or 1.991 acres.

Note:
 The sidelines of said 50.00 foot wide permanent easement to be extended or shortened to terminate at the grantor's North and South property line.

SURVEYOR'S NARRATIVE:
 The purpose of this survey is to provide a 50.00 foot wide permanent easement for the 16" pipeline for the Plains Pipeline L.P. project, located in Davis County Utah.

Legend

-  Easement Area
-  Exist. Gas Line
-  Exist. Petroleum Line
-  Exist. Fence

Dale D. Clark Trustees Parcel E

APN# 08-085-0046
 Quit-Claim Deed
 Entry #:2511444
 Book:4961 Page:989



State of Utah
 Division of Wildlife Resources

CERTIFICATION OF SURVEYOR
 I, Andy Hubbard, of Great Basin Engineering, hereby state that I am by occupation a Professional Land Surveyor employed by Plains Pipeline L.P. to make the survey of the easement described and shown on this plan, that the survey of said works was made under my supervision and under my authority and that such survey is accurately represented on this plan.
 Date 6-25-2010
 No. 0242920
 ANDY HUBBARD
 Surveyor

GREAT BASIN ENGINEERING
 5748 SOUTH 1475 EAST OGDEN, UTAH 84403
 MAIN (801)594-4818 BLDG (801)521-0822 FAX (801)398-7544
 WWW.GREATBASINENGINEERING.COM

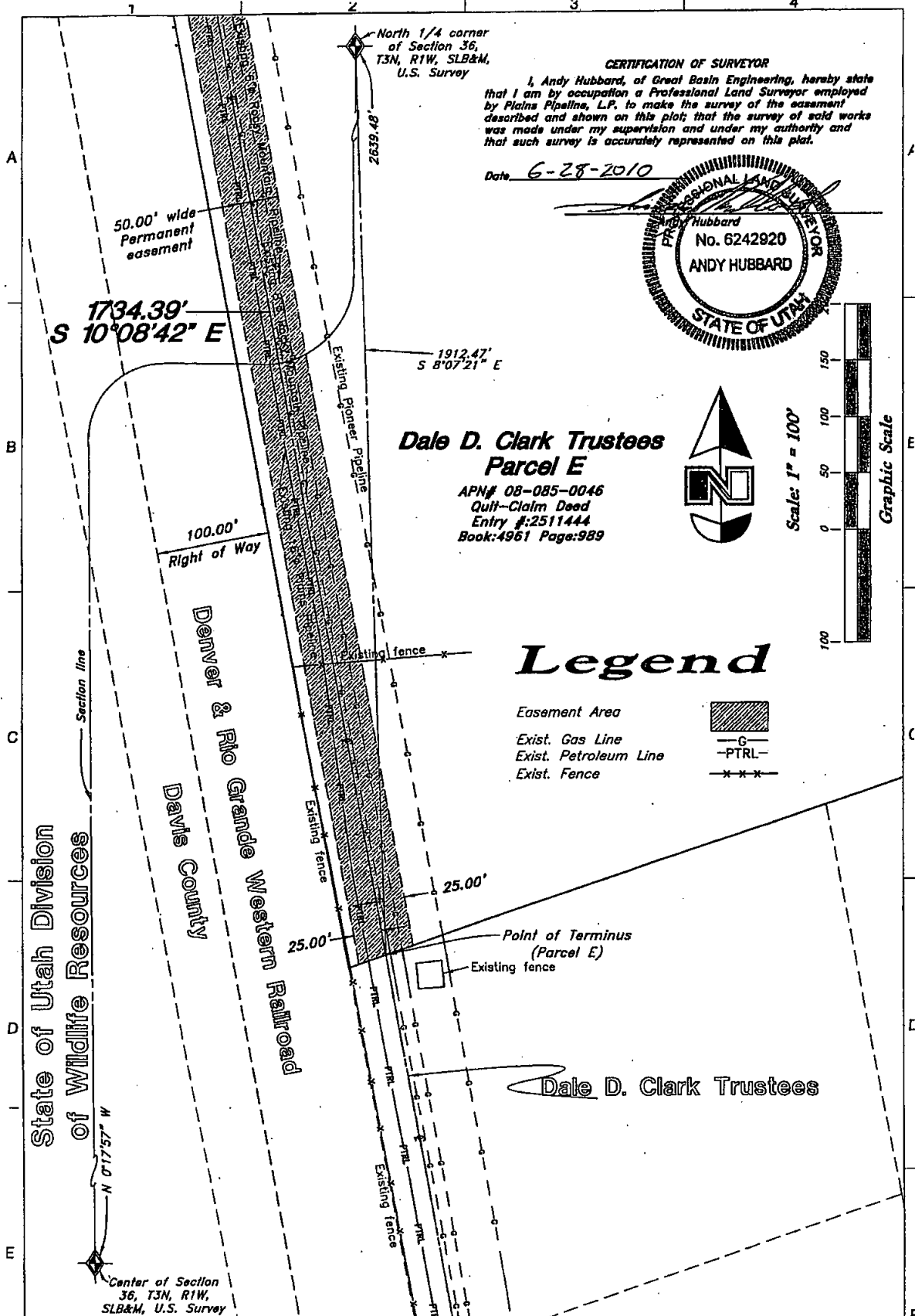
PRINTED 6/25/2010 FOR DATE

<input type="checkbox"/> PRELIMINARY	DATE
<input type="checkbox"/> DESIGN DEVELOPMENT	DATE
<input type="checkbox"/> BIDDING	DATE
<input type="checkbox"/> CONSTRUCTION	DATE
<input checked="" type="checkbox"/> APPROVAL	DATE
<input type="checkbox"/> AS BUILT	DATE
<input type="checkbox"/> REVISION	DATE

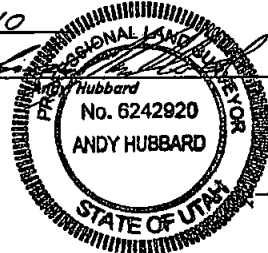
No.	DESCRIPTION	BY	DATE	APPR.

PIPELINE EASEMENT FOR DALE D. CLARK TRUSTEES			
Drawn By: JLI	Date: 6/25/10	Scale: -	Code: -
Checked By: BB	Date: 6/25/10	Scale: -	Code: -
Project No: 07N401	Scale: AS NOTED		

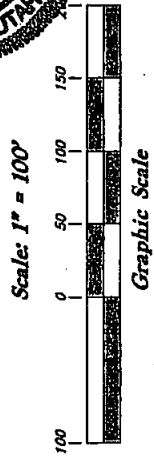
PLAINS PIPELINE, L.P.	
Sheet No. 2	



CERTIFICATION OF SURVEYOR
 I, Andy Hubbard, of Great Basin Engineering, hereby state that I am by occupation a Professional Land Surveyor employed by Plains Pipeline, L.P. to make the survey of the easement described and shown on this plat; that the survey of said works was made under my supervision and under my authority and that such survey is accurately represented on this plat.
 Date 6-28-2010



Dale D. Clark Trustees Parcel E
 APN# 08-085-0046
 Quit-Claim Deed
 Entry #:2511444
 Book:4961 Page:989



Legend

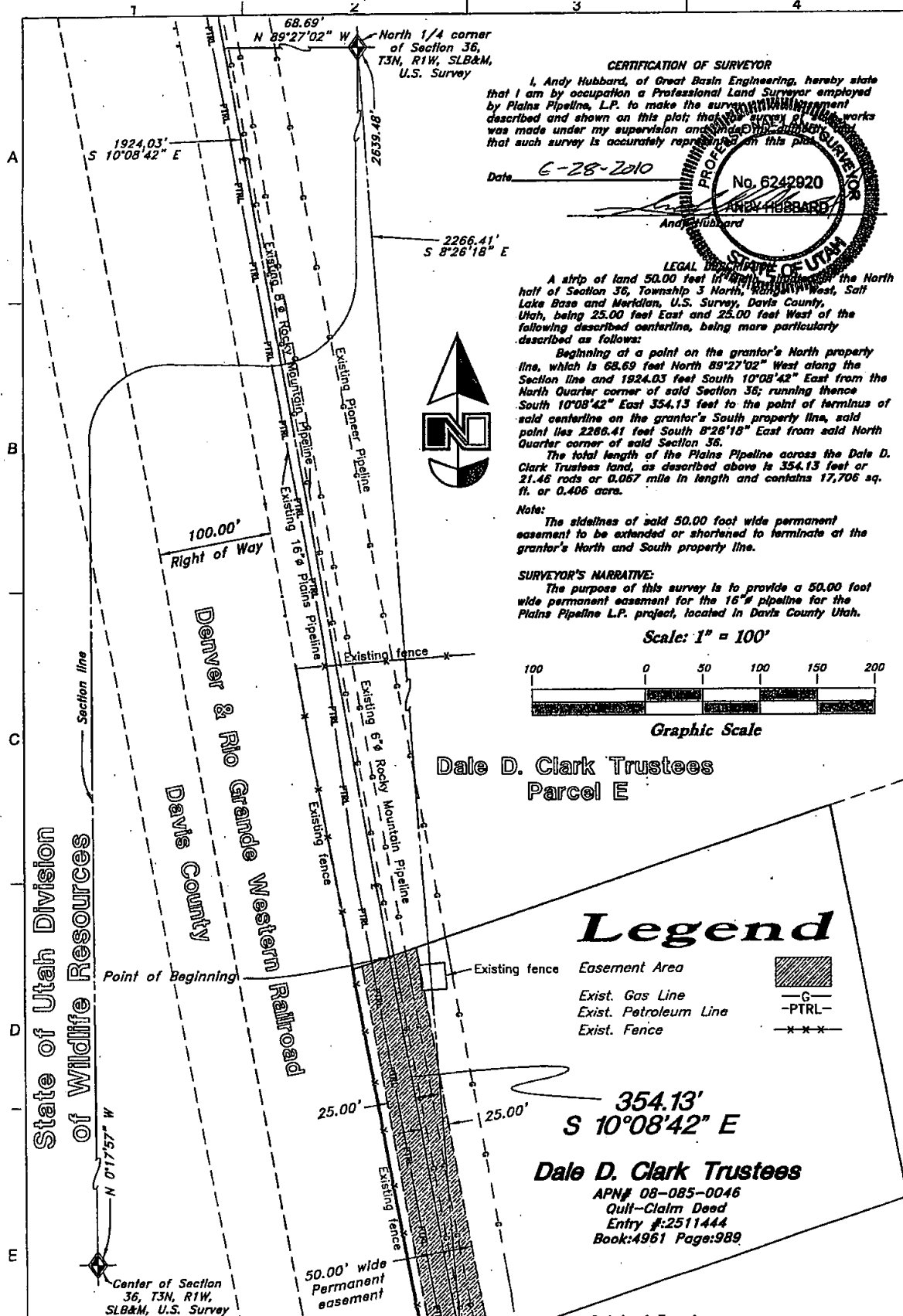
- Easement Area
- Exist. Gas Line
- Exist. Petroleum Line
- Exist. Fence

State of Utah Division of Wildlife Resources

GREAT BASIN ENGINEERING
 5746 SOUTH 1475 EAST ORDEN, UTAH 84403
 MAIN (801)394-4515 B.L.O (801)821-0222 FAX (801)392-7844
 WWW.GREATBASINENGINEERING.COM

Intergrated Financial Associates

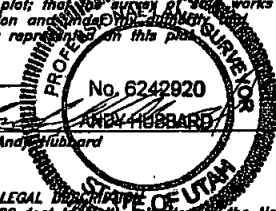
PRINTED 08/25/2010 FOR DATE <input type="checkbox"/> PRELIMINARY <input type="checkbox"/> DESIGN DEVELOPMENT <input type="checkbox"/> BIDDING <input type="checkbox"/> CONSTRUCTION <input checked="" type="checkbox"/> APPROVAL AS BUILT <input type="checkbox"/> REVISION		TITLE PIPELINE EASEMENT FOR DALE D. CLARK TRUSTEES		DRAWING NO. 2a		REVISION	
REVISIONS		DRAWN BY: JLI DATE: 6/25/10 CHECKED BY: BB DATE: 6/25/10		SCALE: AS NOTED		SHEET NO. 07N401	



CERTIFICATION OF SURVEYOR

I, Andy Hubbard, of Great Basin Engineering, hereby state that I am by occupation a Professional Land Surveyor employed by Plains Pipeline, L.P. to make the survey and monumentation described and shown on this plot; that the survey and monumentation works were made under my supervision and that the survey and monumentation work as such survey is accurately represented on this plot.

Date 6-28-2010



LEGAL DESCRIPTION

A strip of land 50.00 feet in width, located in the North half of Section 36, Township 3 North, Range 11 West, Salt Lake Base and Meridian, U.S. Survey, Davis County, Utah, being 25.00 feet East and 25.00 feet West of the following described centerline, being more particularly described as follows:

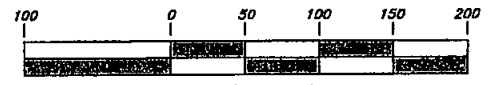
Beginning at a point on the grantor's North property line, which is 68.69 feet North 89°27'02" West along the Section line and 1924.03 feet South 10°08'42" East from the North Quarter corner of said Section 36; running thence South 10°08'42" East 354.13 feet to the point of terminus of said centerline on the grantor's South property line, said point lies 2266.41 feet South 8°26'18" East from said North Quarter corner of said Section 36.

The total length of the Plains Pipeline across the Dale D. Clark Trustees land, as described above is 354.13 feet or 21.46 rods or 0.067 mile in length and contains 17,706 sq. ft. or 0.406 acre.

Note:
The sidelines of said 50.00 foot wide permanent easement to be extended or shortened to terminate at the grantor's North and South property line.

SURVEYOR'S NARRATIVE:
The purpose of this survey is to provide a 50.00 foot wide permanent easement for the 16" pipeline for the Plains Pipeline L.P. project, located in Davis County Utah.

Scale: 1" = 100'



Graphic Scale

Dale D. Clark Trustees
Parcel E

Legend

- Easement Area
- Exist. Gas Line
- Exist. Petroleum Line
- Exist. Fence

354.13'
S 10°08'42" E

Dale D. Clark Trustees
APN# 08-085-0046
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 - DESIGN DEVELOPMENT
 - BIDDING
 - CONSTRUCTION
 - APPROVAL
 - AS BUILT
 - REVISION

NO.	DESCRIPTION	BY	DATE	APPL.

TITLE	DATE	CHK'D BY	DATE	APPROVAL
PIPELINE EASEMENT FOR DALE D. CLARK TRUSTEES	8/25/10	JLJ	8/25/10	
		BB	8/25/10	

PLAINS PIPELINE, L.P.
Drawing No. **3**
REVISION -
SCALE AS NOTED