

Recording Requested By:
Rocky Mountain Pipeline System LLC

When Recorded Mail to:
Rocky Mountain Pipeline System LLC
1575 highway 150 South, #E
Evanston WY 82930

E 2298490 B 4348 P 1576-1580
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
08/17/2007 04:49 PM
FEE \$18.00 Pgs: 5
DEP RTT REC'D FOR ROCKY MOUNTAIN P
IPELINE

SW 25 4N-1W

RMPL Tract Number: 3480-B-0285.22 APN: 11-037-0017 County: Davis

GRANT OF EASEMENT

IN CONSIDERATION OF the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, **G. Lincoln Talbot and Joleen C. Talbot** having a mailing address of **838 N. Highway 89, Kaysville, UT 84037** hereinafter referred to as "Grantor" (whether one or more) hereby grants and conveys unto **ROCKY MOUNTAIN PIPELINE SYSTEM LLC**, a Delaware Limited Liability Company its successors and assigns, hereinafter referred to as "Grantee", an easement (hereinafter the "Easement") on, over, under, along and across that certain real property described on "Exhibit A" attached hereto (the "Premises") to lay, construct, operate, maintain, repair, inspect, patrol (including aerial patrol), alter (within Easement boundary), relocate (within Easement boundary), remove, replace, and repair one (1) pipeline for the transportation of oil, gas, water, and any product or by-product thereof, or any substance which can be transported through pipelines, and all appurtenances, including cathodic protection, equipment and facilities necessary or incidental thereto, including without limitation telecommunication cable and equipment to be installed below ground such as valves, test lead posts and markers (the pipeline and all appurtenances hereinafter referred to as the "Pipeline") on lands owned by Grantor, or which Grantor has an interest, situated in Davis County, Utah, described as follows:

Portion of Section 25, Township 4 North, Range 1 West, Salt Lake Base and Meridian

And more fully described in that certain Deed, recorded in Book 472, Page 1150, of the Recorder's office of said County, to which reference is made for further description, and as described in Exhibit "A" attached hereto and made a part hereof.

This grant is subject to the following:

1. Grantee shall:

- a. Compensate Grantor for damage done to any buildings, fences, roadways, sidewalks, sprinkler lines, and any and all other property of Grantor as a result of Grantee's 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 Grantee's use of the Easement.
- c. Indemnify the Grantor from all liabilities, damages, and claims arising from Grantee's activities on or relating to the Easement (including liabilities, damages, and claims arising from spills, leaks or other releases from the pipeline), except to the extent any such liabilities, damages, or claims arise as a result of the negligence or other fault of Grantor or its affiliates, or their officers, agents, employees, contractors, or subcontractors.
- d. Within six (6) months 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. The Pipeline and any other property installed or constructed on the Easement shall be laid or constructed within a strip of land **12 feet in width by 100 feet in length** along a route to be determined by Grantee, it being understood that the easement will follow as closely as possible the alignment depicted on Exhibit "A", attached and made a part hereof, to the extent site conditions will reasonably allow.

3. Nothing herein shall be construed to prevent Grantor or his successors in title from constructing streets, sidewalks, phone or fiber optic lines, water lines, gas mains, sanitary or storm sewers, across the easement herein granted, provided that such installations are made in such a manner as not to interfere with the construction, maintenance or operation of Grantee's pipeline or appurtenances, and provided further that the plans, specifications, and method of construction thereof shall be first submitted to Grantee or its successor for its approval which will not be unreasonably withheld, but in no event shall any of such installations be constructed longitudinally over the above described easement.

4. This grant shall include the right of unimpaired ingress and egress to and from the Easement as needed to construct, repair, and replace improvements on the Easement; however, ingress and egress shall be limited to Grantee accessing the Easement from Highway 89 along a longitudinal line equal to the easement granted herein and such ingress and egress for construction, repair, replacement and maintenance shall be limited on the Premises to a reasonable area around the Easement.

5. This grant shall be perpetual unto the Grantee unless Grantee records a quitclaim reconveyance and release of this grant, which it shall have the right to do at

any time. Grantee may assign the Easement and all rights herein granted, either in whole or in part, subject to the terms of this grant. In the event that Grantee makes such an assignment it shall provide the Grantor with notice of said assignment within a reasonable period of time.

6. Each of the undersigned represents, covenants and warrants that they own all of the fee 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.

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

8. It is agreed that any payment due hereunder may be made direct to said Grantor or any one of them.

9. Section 1445 Certification: Under penalties of perjury, the undersigned Grantors hereby certify that they are not a non resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate for the purposes of U.S. income taxation.

Executed this 17th day of August, 2007

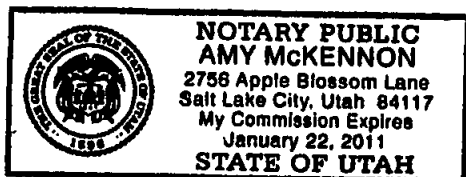
GRANTOR

G. Lincoln Talbot
G. Lincoln Talbot

Joleen C. Talbot
Joleen C. Talbot

STATE OF UTAH)
) : ss.
COUNTY OF WEBER)
)
Our s

PERSONALLY APPEARED before me, G. LINCOLN TALBOT and JOLEEN C. TALBOT, this 17 day of August, 2007, who duly acknowledged to me that they are the signers of the within instrument and that they executed the same.



Amy McKennon
NOTARY PUBLIC

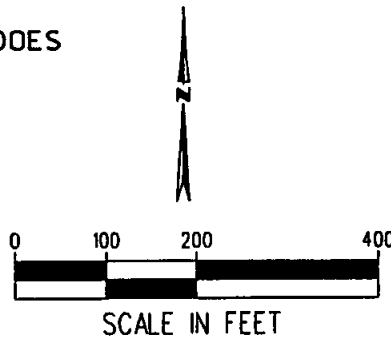
"EXHIBIT A"



PROPERTY & SECTION LINES ARE
BASED ON COUNTY GIS DATA AND DOES
NOT REPLACE A PROPERTY SURVEY

LEGEND

- PERM. R.O.W. -----
- TEMP. R.O.W. - - - - -
- PROPERTY LINE - - - - -
- SECTION LINE _____



SALT LAKE CITY 16" PIPELINE

EASEMENT SKETCH
DAVIS CO., UT

ISSUED:
06/08/07
REV:2
08/03/07

SERIAL
TOTAL LENGTH = 0ft

3480-B-0285.22
G. LINCOLN &
JOLEEN C. TALBOT
APN 11-037-0017

Parcel Vesting Information

12/30/1983 to Present BK 4348 PG 1580

Serial Number: 11-037-0017

**Mailing Address: 838 NORTH HWY 89
KAYSVILLE, UT 84037**

Tax District

33 KAYSVILLE ABC

Legal Description

A PT OF THE SW 1/4 OF SEC 25, T4N-R1W SLBM; BEG AT A PT ON THE E LN OF HWY #89, WH PT IS S 0°11'30" W 971.02 FT ALG THE SEC LN & S 89°48'30" E 338.34 FT FR THE W 1/4 COR OF SD SEC 25; & RUN TH N 81°28' E 655.13 FT; TH S 51°31' W 100.99 FT, TH S 81°28' W 389.00 FT, TH S 8°32' E 224.14 FT, TH S 51°31' W 251.85 FT TO SD E LN, N'LY ALG THE ARC OF A 22,808.30 FT RAD CURVE TO THE RIGHT 402.25 FT TO THE POB. CONT. 2.00 ACRES. ANNEXED 949-693