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05/29/2009 12:25 PM \$16.00  
Book - 9729 Pg - 3676-3679  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
UNEV PIPELINE LLC  
2100 N REDWOOD RD STE 85  
SLC UT 84116  
BY: TMW, DEPUTY - WI 4 P.

AFTER RECORDING, PLEASE RETURN TO:

UNEV Pipeline, LLC  
2100 N Redwood Road  
Suite 85  
Salt Lake City, UT 84116

Line/Project: UNEV  
Tract No.: UT-SL-020  
Parcel No.: 07-36-100-015

**RIGHT-OF-WAY AND EASEMENT**

THE STATE OF UTAH  
COUNTY OF SALT LAKE

For and in consideration of ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000.00) and other good and valuable consideration paid to the undersigned (herein styled "Grantor," whether one or more), the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, conveys and warrants to UNEV Pipeline, LLC, a Delaware limited liability company (herein styled "Grantee"), whose address is P.O. Box 1326, Artesia, New Mexico, 88211-1326, and its successors and assigns, a perpetual right-of-way and easement (the "Right-of-Way and Easement") to: (1) construct and install an underground pipeline (the "Pipeline") by boring an underground pipe running from an underground point not located on the Property, as such term is defined below, and ending at an underground point also not located on the Property and (2) subject to the condition provided below, maintain, operate, repair, replace, inspect, protect, change the size of and remove the Pipeline (collectively the "Maintenance Rights). The Pipeline is to be at all times at least Fifteen (15) feet below the surface of the Property and used only for the transportation of oil and gas, and products and by-products thereof, in connection with the conduct of Grantee's business, at times or from time to time, as may be necessary or convenient thereto, through the following property (the "Property"), which is situated in Salt Lake County, Utah and more fully described as follows:

RECORDED AS REQUESTED  
- CO RECORDER -

See Exhibit A.

The Right-of-Way and Easement granted herein shall be a fifty foot (50') wide perpetual Right-of-Way and Easement, extending twenty-five feet (25') from each side of the survey line, as such, survey line is more particularly described in Exhibit B attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, perpetually, together with a right of ingress and egress to and from the Property, to the minimum extent needed to exercise the Maintenance Rights. The rights granted herein may be assigned in whole or in part.

Except in the case of an emergency requiring Grantee' immediate access to the Right-of-Way and Easement, all of the Maintenance Rights which require entrance onto the surface of the Property may only be exercised if Grantee gives prior written notice to Grantor of how and when such right will be exercised. Grantee agrees to use commercially reasonable efforts in the exercise of such Maintenance Rights in a manner that is as minimally disruptive to Grantor's business as reasonably practicable under the circumstances. Grantee agrees to pay Grantor an amount equal to all damages to the Property resulting from Grantee's exercise of the Maintenance Rights, not otherwise reasonably repaired by Grantee, and Grantee shall also pay to Grantor a Five Hundred Dollars (\$500.00) use fee for each day or portion of each day that said exercise of Maintenance Rights results in a disruption of the Grantor's use of the Property. Grantee shall not be liable for any consequential damages or lost profits caused by exercise of Grantee's Maintenance Rights.

Grantor may use and enjoy the area of the Right-of-Way and Easement provided that Grantor shall not unreasonably interfere, disrupt, obstruct or otherwise impede the use of the Right-of-Way and Easement by Grantee, shall not damage or interfere with the Pipeline, and shall not construct or maintain, nor permit to be constructed or maintained, any building, structure or similar obstruction, under, on or over the Right-of-Way and Easement, and will not significantly change the grade or contour of the Right-of-Way and Easement area without first obtaining Grantee's written consent.

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 party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

IN WITNESS WHEREOF, Grantor has executed this Right-of-Way and Easement as of the 22 day of April, 2009.

Grantee:  
UNCU Pipeline, LLC  
by [Signature]  
Project supervisor - Right of way

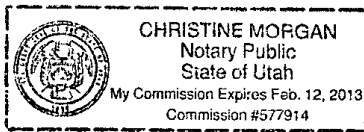
GRANTOR(S):  
John Glenn Partners, LC

[Signature]  
By: Sita Jasper  
Its: Manager

**Corporate Acknowledgment**

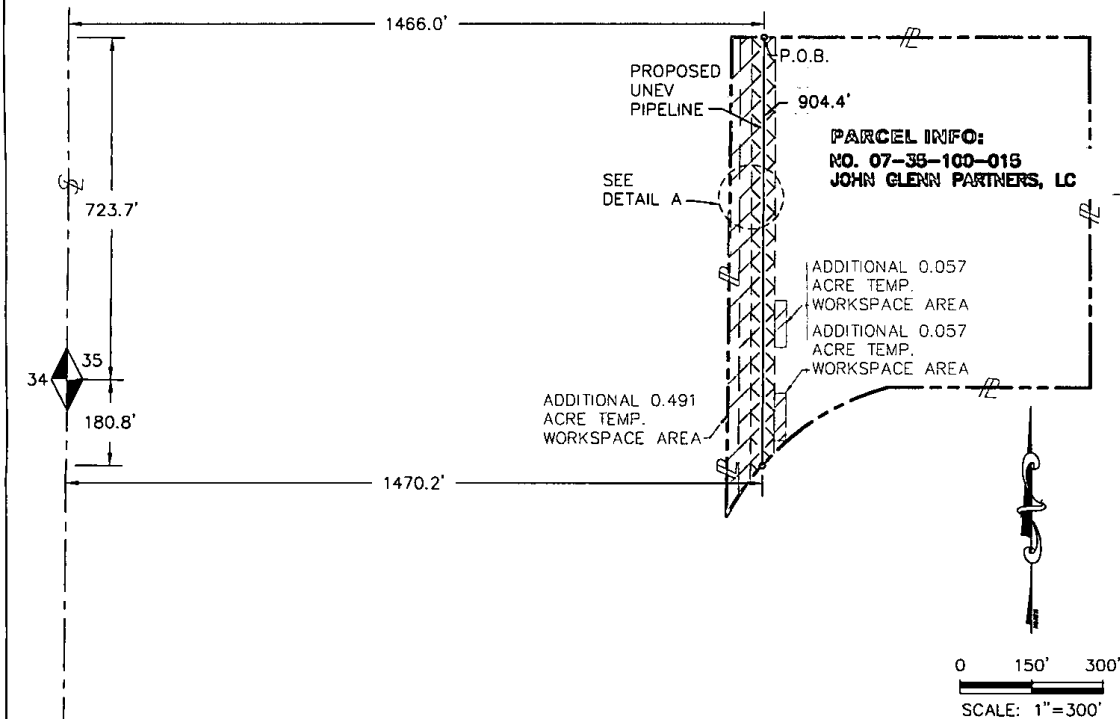
THE STATE OF Utah  
COUNTY OF Salt Lake

On this 22nd day of April, 2009 personally appeared before me Sita Jasper, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say she is the Manager of John Glenn Partners, LC, and said document was signed by her in behalf of said corporation by authority of its Operating Agreement or (Resolution of its Board of Directors), and said Manager acknowledged to me said Company executed the same.



[Signature]  
Notary Public

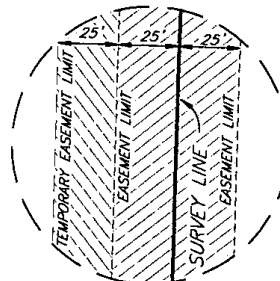
**EXHIBIT "A"**  
A PORTION OF SECTION 35, T1N, R2W  
SALT LAKE COUNTY, UTAH



**JOHN GLENN PARTNERS, LC**

TOTAL DISTANCE ACROSS PROPERTY: 904.41 FEET OR 54.81 RODS  
 AREA OF PERMANENT EASEMENT: 1.039 ACRES±  
 AREA OF TEMPORARY WORKSPACE: 1.151 ACRES±

- NOTES:**
1. THE PURPOSE OF THIS SKETCH IS TO ILLUSTRATE AN EASEMENT ALONG A PIPELINE THROUGH THE PARCELS OF LAND SHOWN ON THIS PLAT.
  2. ALL DISTANCES SHOWN HEREON ARE APPROXIMATE.



**DETAIL "A"**

CLIENT:		SCALE: 1"=300'		SALT LAKE COUNTY, UTAH	
PREPARED BY:                  MILLER ASSOCIATES INC. 3225 WEST CALIFORNIA AVENUE, SUITE 101 SALT LAKE CITY, UTAH 84104 PHONE: 801-975-1083 FAX: 801-975-1081		DRAWN BY: BA	DRAWN DATE: 10/20/08	CHECKED BY: JF	PLOT DATE: 10/20/08
TRACT NO. UT-SL-020				(C) REV.	

JOB NO. 07190

**CERTIFICATE OF SURVEY**  
 I, RICHARD W. MILLER, REGISTERED LAND SURVEYOR, HAVE SURVEYED A SURVEY ON THE GROUND AS SHOWN HEREON.

DATE: OCTOBER 20, 2008.  
 RICHARD W. MILLER, L.S.

**EASEMENT DESCRIPTION:**  
 A STRIP OF LAND 50.0 FEET WIDE LOCATED IN SECTION 35, TOWNSHIP 1 NORTH, RANGE 1 WEST, AND RICH OF THE FOLLOWING DESCRIBED CENTERLINE SURVEY.

BEGINNING AT A POINT ON THE NORTH LINE OF ORATORS LAND BEING EAST 1486.0 FEET FROM THE WEST QUARTER CORNER OF SECTION 35, SOUTH 00°27'07" WEST 804.41 FEET, MORE OR LESS, TO THE SOUTH EAST CORNER OF SECTION 35, SOUTH 00°27'07" WEST 1470.16 FEET FROM WEST QUARTER CORNER OF SECTION 35.

TOTAL DISTANT ADDRESS PROPERTY: 804.4 FEET OR 54.81 FEET  
 AREA OF TEMPORARY WORKSPACE: 1.121 ACRES

**WARNING:**  
 1. THE PURPOSE OF THIS SURVEY IS TO LOCATE AND DETERMINE THE LOCATION OF THE EASEMENT AS SHOWN ON THIS PLAN. THIS LOCATION IS BASED ON BOUND DATA AS OF THE DATE THIS SURVEY WAS MADE. THE LOCATION SHOULD BE VERIFIED THROUGH MEANS OF CONSTRUCTION LOCATION SHOULD BE VERIFIED THROUGH MEANS OF CONSTRUCTION.

2. THE BARS OF BEARING USED FOR THE SURVEY IS AS SHOWN ON THIS PLAN. FROM FOUND MONUMENTS AS LOCATED IN THE FIELD.

(M) = MEASURED BEARING OR DISTANCE  
 (C) = CALCULATED BEARING OR DISTANCE  
 (D) = USED BEARING OR DISTANCE

**DETAILED PLAN**

**GRAPHIC SCALE**

NO.	DATE	BY	REVISIONS
1	10/20/08	BA	REVISIONS TO BEING ORDERED, E. PIPE
2	04/27/09	BA	UPDATED WORKSPACE

A PIPELINE EASEMENT SURVEY FOR:  
 LUNEVY  
 TRACT NO. U7-S1-020  
 TOWNSHIP 1 NORTH, RANGE 1 WEST, SLB. & M.  
 SALL LAKE COUNTY, IOWA

DATE: OCTOBER 20, 2008  
 JOB NO. 07169  
 PREPARED BY MILLER ASSOCIATES, INC.  
 PROFESSIONAL LAND SURVEYORS  
 325 WEST CEDARSTREET, IOWA  
 PH: 563-742-7651 FAX: 563-742-7651  
 301 WEST 12TH, IOWA, USA

