

ALAN SPRIGGS, SUMMIT CO RECORDER
2006 NOV 30 14:20 PM FEE \$14.00 BY GGB
REQUEST: PORCUPINE RIDGE PIPELINE LLC

AFTER RECORDING PLEASE RETURN TO:

Line/Project: Porcupine Ridge
Tract No.: UTS-061
Parcel No. : NS-441

Porcupine Ridge Pipeline LLC
2050 North Redwood Road, Ste 10
Salt Lake City UT 84116

RIGHT-OF-WAY & EASEMENT

THE STATE OF UTAH
COUNTY OF SUMMIT

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of TEN DOLLARS, and Other Valuable Consideration (\$10.00 & O.V.C.), paid to the undersigned (herein styled **Grantor**, whether one or more), the receipt of which is hereby acknowledged, the said **Grantor** does hereby grant and convey unto **Porcupine Ridge Pipeline, LLC.**, P.O. Box 1260, Artesia, New Mexico, 88211-1260, a Delaware corporation (herein styled **Grantee**), its successors and assigns, a right-of-way and easement to construct, maintain, operate, repair, replace, change the size of and remove pipelines and associated facilities and appurtenances, for the transportation of oil and gas, and products and by-products thereof, in connection with the conduct of its business, at times or from time to time, as may be necessary or convenient thereto, including but not limited to valves, meters, communication or control facilities, over and through the following described lands situated in Summit County, Utah:

Section 17, Township 2 North, Range 5 East

The Right-of-Way and Easement granted herein shall be seventy-five (75) feet in width during construction, and after the pipelines have been placed in service, the rights shall thereafter revert to a fifty (50) foot wide permanent Right-of-Way and Easement, extending twenty-five (25) feet from each side of the survey line and being more particularly described in Exhibit "A" attached.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, so long as the rights and easements herein granted, or any of them, shall be used by, or useful to, Grantee for the purposes herein granted, with ingress and egress from the premises, including the right to use Grantors roads, for the purposes of constructing, inspecting, repairing, maintaining, operating and replacing the property of Grantee herein described, and the removal of same at will, in whole or in part. The rights granted herein may be assigned in whole or in part.

The said Grantor is to fully use and enjoy the said Right-of-Way and easement area, for purposes not inconsistent with Grantee's rights and uses hereunder, and provided the said Grantor shall not construct or maintain, nor permit to be constructed or maintained, any house, structures or obstructions, on or over, or that will interfere with the maintenance or operation of the pipelines or appurtenances constructed hereunder, and will not change the grade over such pipelines. Grantee hereby agrees to bury the pipelines, exclusive of appurtenances such as valves and meters, to a depth of not less than 36 inches below the surface of the soil, except in such places where ledges of rock or boulders are encountered; then, at Grantee's option, the pipelines may be buried at a depth of not less than 18 inches below the surface; and to pay any damages which may arise to growing crops, fences or pasturage, roads or lands from the construction, maintenance and operation of said pipelines, and appurtenances thereto; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive.

The terms, conditions and provisions hereof 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.

WITNESS the execution hereof on this the 25th day of September, 2006.

GRANTORS:
Stephen G. Boyden as Trustee of the Stephen George Boyden Revocable Inter Vivos Trust an undivided 1/2 interest and to Patricia S. Boyden as Trustee of the Patricia Shumway Boyden Revocable Inter Vivos Trust an undivided 1/2 interest
Stephen G. Boyden, Trustee
Patricia S. Boyden, Trustee

Trust Acknowledgement

THE STATE OF Utah
COUNTY OF Summit

On this 25th day of September, 2006, personally appeared before me, Stephen G. Boyden and Patricia S. Boyden, 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 he/she/they is/are the Trustee (s) of the Stephen George Boyden Revocable Inter Vivos Trust, and the Patricia Shumway Boyden Revocable Inter Vivos Trust and said documents was signed by him/her/them in behalf of said Trust acknowledged to me that he/she/they, as its Trustee (s), executed the same.

Sarah A. Porter
Notary Public in and for Summit County
State of Utah
My Commission Expires 7/31/2010



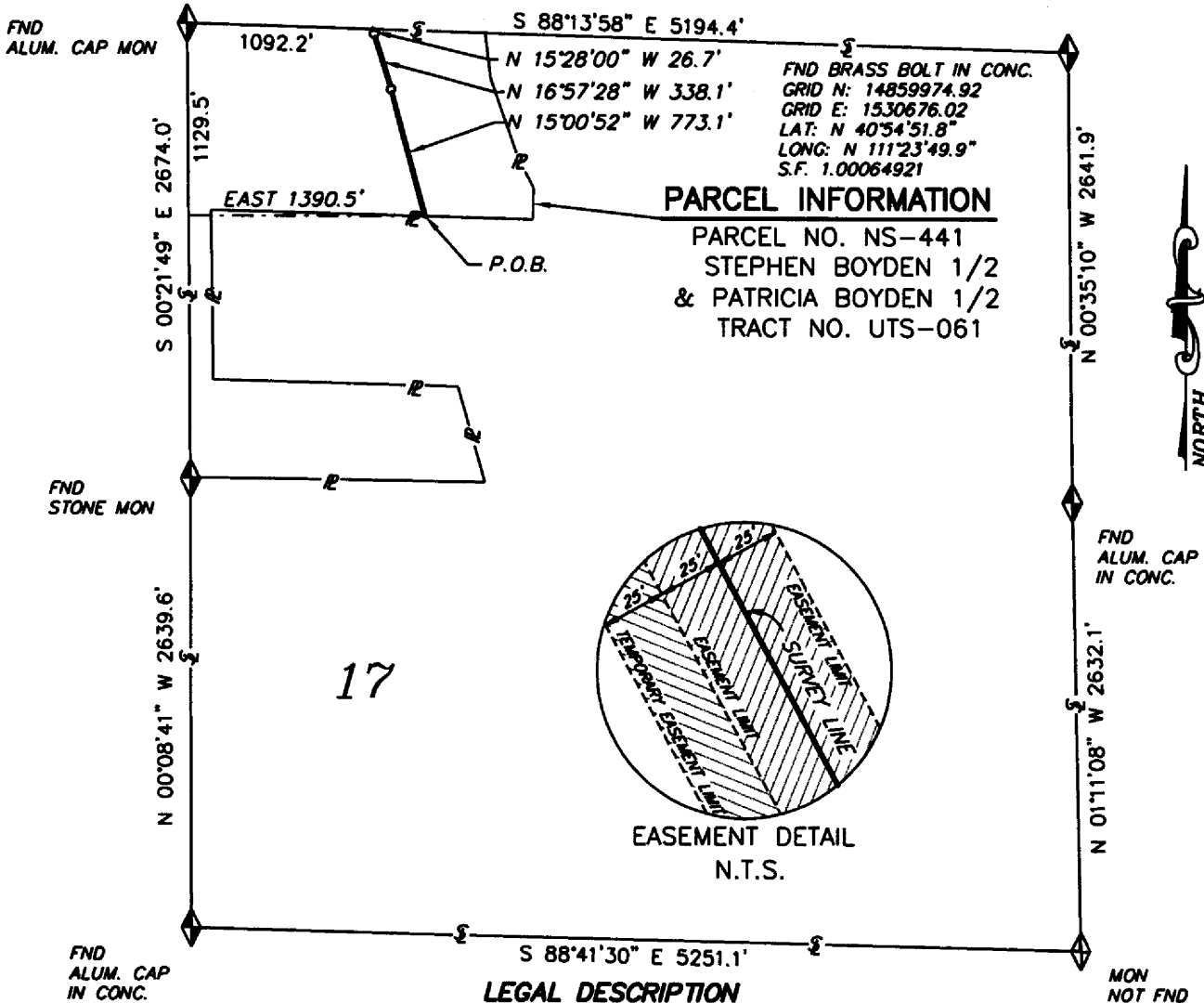
BK1832 PG1496

EXHIBIT "A"

SECTION 17, TOWNSHIP 2 NORTH, RANGE 5 EAST, S.L.B. & M.

SUMMIT COUNTY

UTAH



A STRIP OF LAND 50.0 FEET WIDE LOCATED IN SECTION 17, TOWNSHIP 2 NORTH, RANGE 5 EAST, S.L.B. & M., SUMMIT COUNTY, UTAH AND BEING 25.0 FEET LEFT AND RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE SURVEY. BEGINNING AT A POINT ON THE SOUTH LINE OF GRANTORS LAND WHICH LIES S.00°21'49"E. 1129.5 FEET AND EAST 1390.5 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 17; THENCE N.15°00'52"W. 773.1 FEET; THENCE N.16°57'28"W. 338.1 FEET; THENCE 15°28'00"W. 26.7 FEET, MORE OR LESS, TO A POINT ON THE NORTH SECTION LINE WHICH LIES S.88°13'58"E. 1092.2 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 17. SAID STRIP OF LAND BEING 1137.9 FEET OR 69.0 RODS IN LENGTH.



NOTE:
 BEARINGS ARE OF THE UNIVERSAL TRANSVERSE
 MERCATOR, ZONE 12 NORTH, DISTANCES ARE
 OF SURFACE VALUE.



MILLER ASSOCIATES INC.
 3225 W. CALIFORNIA AVE.
 SLC, UT 84104

JOB NO.: 05181 DRAWN BY: T.S.
 DATE: 09-25-2006 FILE NAME: TR-UTS-061-EAS.DWG

PORCUPINE RIDGE PIPELINE, LLC.	
REF: PORCUPINE RIDGE PIPELINE	
A PIPELINE CROSSING FEE LAND IN	
SECTION 17, TOWNSHIP 2 NORTH, RANGE 5 EAST,	
S.L.B. & M., SUMMIT COUNTY, UTAH	
SURVEY DATE: JUNE 2006	SHEET: SHEET 1 OF 1