

ENTRY NO. 00799890

12/22/2006 10:51:35 AM B: 1837 P: 0941

Easements PAGE 1 / 5

ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE \$ 18.00 BY PORCUPINE RIDGE PIPELINE LLC

AFTER RECORDING PLEASE RETURN TO:

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



Line/Project:	<u>Porcupine Ridge</u>
Tract No.:	<u>UTS-062</u>
Parcel No. :	<u>NS-350-A</u>

RIGHT-OF-WAY AND EASEMENT

THE STATE OF UTAH

COUNTY OF SUMMIT

For and in consideration of TEN DOLLARS 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 **Porcupine Ridge Pipeline, LLC, a Delaware limited liability company** (herein styled "**Grantee**"), whose address is P.O. Box 1260, Artesia, New Mexico, 88211-1260, and its successors and assigns, a perpetual right-of-way and easement (the "Right-of-Way and Easement") to construct, install, maintain, operate, repair, replace, inspect, protect, 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, (collectively, the "Facilities") on, over, across and through the following described real property situated in Summit County, Utah (the "Property"):

75.3 acres more or less in Section 8, Township 2 North, Range 5 East

The Right-of-Way and Easement granted herein shall be seventy-five feet (75') in width during construction, and after the Facilities have been placed in service the rights shall thereafter revert to 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 A attached hereto and incorporated herein by reference. To the extent that any discrepancy exists between the legal description and survey set forth on Exhibit A 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 twenty-five (25) feet on each side of the actual location of the centerline of the pipeline as it is buried on Grantor's property.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, perpetually, with a right of ingress and egress to and from the premises, including the right to use Grantor's roads, for the purposes of constructing, inspecting, repairing, maintaining, operating, repairing, protecting, modifying, and replacing the Facilities, and the removal of same at will, in whole or in part. The rights granted herein may be assigned in whole or in part.

Grantor may use and enjoy the area of the Right-of-Way and Easement except for the purposes for which such Right-of-Way and Easement is granted; provided that Grantor shall not interfere, disrupt, obstruct or otherwise impede the use of the Right-of-Way and Easement by Grantee, shall not damage or interfere with the Facilities, and shall not construct or maintain, nor permit to be constructed or maintained, any building, structure or obstruction, under, on or over the Right-of-Way and Easement, and will not change the grade or contour of the Right-of-Way and Easement area. 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. Grantee agrees to pay any damages which may arise to growing crops, fences or pasturage, roads or lands from the construction, maintenance and operation of the Facilities; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by Grantor, one by 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 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 13th day of December, 2006.

GRANTORS:

Debra Ann Jones, Wendy Lou Spencer, Jenny Lin Fullwiley, and Connie Evans, in equal shares as tenants in common

Debra Ann Jones
Debra Ann Jones
Wendy Lou Spencer
Wendy Lou Spencer
Jenny Lin Fullwiley
Jenny Lin Fullwiley
Connie R. Evans
Connie Evans

Individual Acknowledgement

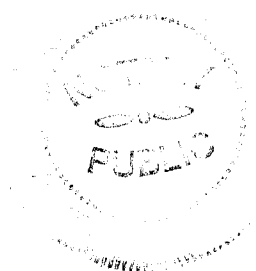
THE STATE OF Idaho
COUNTY OF Bonneville

BEFORE ME R. Fred Coon, a Notary Public in and for said County and State, on this day personally appeared Wendy Spencer

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same of his/her/their own free will and for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office on this the 9th day of December, 2006

R. Fred Coon
Notary Public in and for Bonneville County
State of Idaho
My Commission Expires 12-30-2009



RECORDERS NOTE
DUE TO THE COLOR OF THE INK OF THE NOTARY SEAL AFFIXED TO THIS DOCUMENT, THE SEAL MAY BE UNSATISFACTORY FOR COPYING.

Individual Acknowledgement

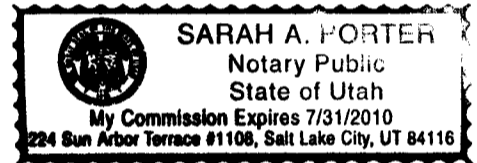
THE STATE OF Utah
COUNTY OF Morgan

BEFORE ME Sarah A. Porter, a Notary Public in and for said County and State, on
this day personally appeared Debra Ann Jones

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that
he/she/they executed the same of his/her/their own free will and for the purposes and consideration therein
expressed.

GIVEN under my hand and seal of office on this the 13th day of December, 2006.

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



Individual Acknowledgement

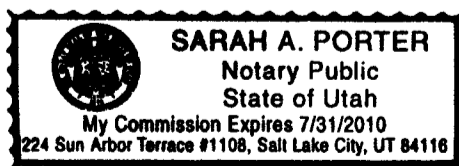
THE STATE OF Utah
COUNTY OF Weber

BEFORE ME Sarah A. Porter, a Notary Public in and for said County and State, on
this day personally appeared Jenny Lin Fullwiley

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that
he/she/they executed the same of his/her/their own free will and for the purposes and consideration therein
expressed.

GIVEN under my hand and seal of office on this the 5th day of December, 2006.

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



Individual Acknowledgement

THE STATE OF Utah

COUNTY OF Summit

BEFORE ME Sarah A. Porter, a Notary Public in and for said County and State, on
this day personally appeared Connie Evans

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that
he/she/they executed the same of his/her/their own free will and for the purposes and consideration therein
expressed.

GIVEN under my hand and seal of office on this the 13th day of December, 2006.

Sarah A. Porter

Notary Public in and for Salt Lake County

State of Utah

My Commission Expires 7/31/2010

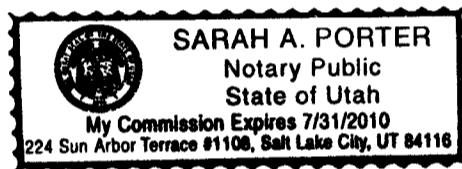


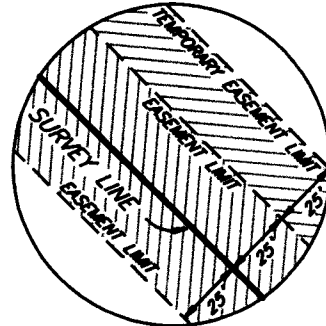
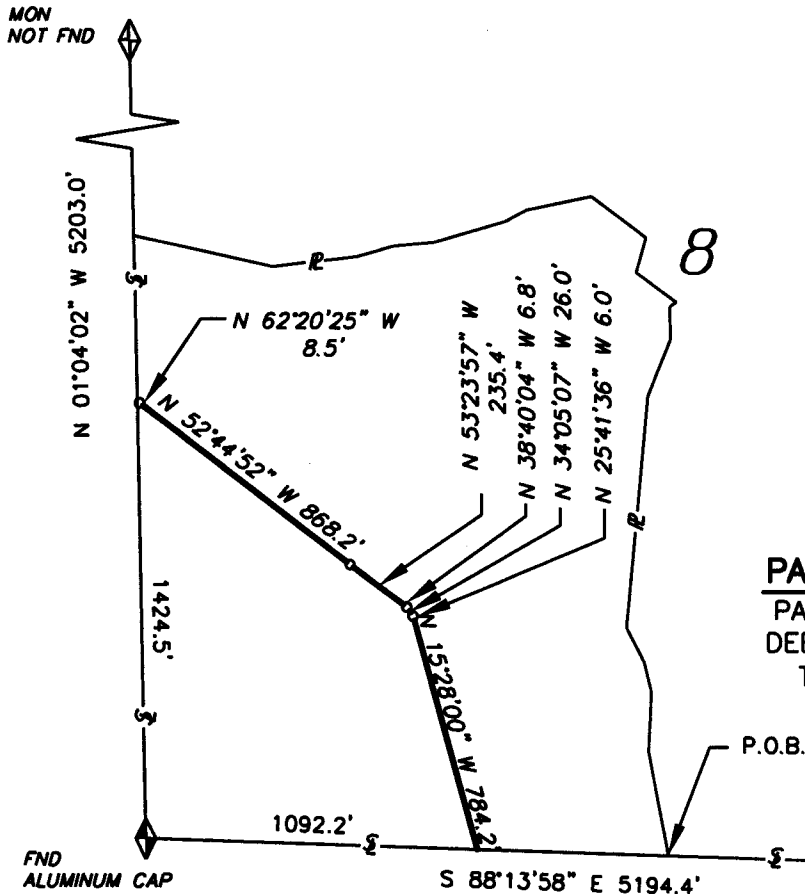
EXHIBIT "A"

SECTION 8, TOWNSHIP 2 NORTH, RANGE 5 EAST, S.L.B. & M.

SUMMIT COUNTY

UTAH

MON
NOT FND



EASEMENT DETAIL
N.T.S.



PARCEL INFORMATION

PARCEL NO. NS-350-A
DEBRA ANN JONES, ETAL
TRACT NO. UTS-062

FND BRASS BOLT IN CONC.
GRID N: 14859974.92
GRID E: 1530676.02
LAT: N 40°54'51.80"
LONG: N 111°23'49.95"
S.F. 1.00065893

LEGAL DESCRIPTION

A STRIP OF LAND 50.0 FEET WIDE LOCATED IN SECTION 8, 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 SECTION LINE WHICH LIES S.88°13'58"E. 1092.2 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE N.15°28'00"W. 784.2 FEET; THENCE N.25°41'36"W. 6.0 FEET; THENCE N.34°95'07"W. 26.0 FEET; THENCE N.38°40'04"W. 6.8 FEET; THENCE N.53°23'57"W. 235.4 FEET; THENCE N.52°44'52"W. 868.2 FEET; THENCE N.62°20'25"W. 8.5 FEET, MORE OR LESS TO A POINT ON THE WEST SECTION LINE WHICH LIES N.01°04'02"W. 1425.5 FEET SW CORNER OF SAID SECTION 8. SAID STRIP OF LAND BEING 1935.1 FEET OR 117.3 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.W.

DATE: 09-25-2006

FILE NAME: TR-UTS-062-EAS.DWG

SURVEY DATE: JUNE 2006

SHEET: SHEET 1 OF 1

PORCUPINE RIDGE PIPELINE, LLC.	
REF: PORCUPINE RIDGE PIPELINE	
A PIPELINE CROSSING FEE LAND IN	
SECTION 8, TOWNSHIP 2 NORTH, RANGE 5 EAST,	
S.L.B. & M., SUMMIT COUNTY, UTAH	