

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-064</u>
Parcel No. :	<u>NS-349-B</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"):

Southwest ¼ of Section 7, 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.

**ENTRY NO. 00802527**

01/22/2007 12:28:51 PM B: 1842 P: 1392

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ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE \$ 14.00 BY PORCUPINE RIDGE PIPELINE LLC



IN WITNESS WHEREOF, Grantor has executed this Right-of-Way and Easement as of the 12th day of January, 2007.

GRANTOR(S):

Thomas D. Rees  
Thomas D. Rees

Sheryl Rees  
Sheryl Rees

Eva W. Rees  
Eva W. Rees

Thomas J. Rees Attorney in fact

**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 Thomas D. Rees, Sheryl Rees & Eva W. Rees, 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 12th day of January, 2007.

Sarah A. Porter

Notary Public in and for Salt Lake County

State of Utah

My Commission Expires 7/31/2010

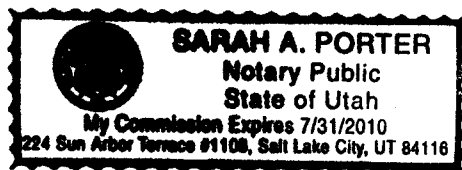


EXHIBIT "A"

SW 1/4 SECTION 7, TOWNSHIP 2 NORTH, RANGE 5 EAST, S.L.B. & M.

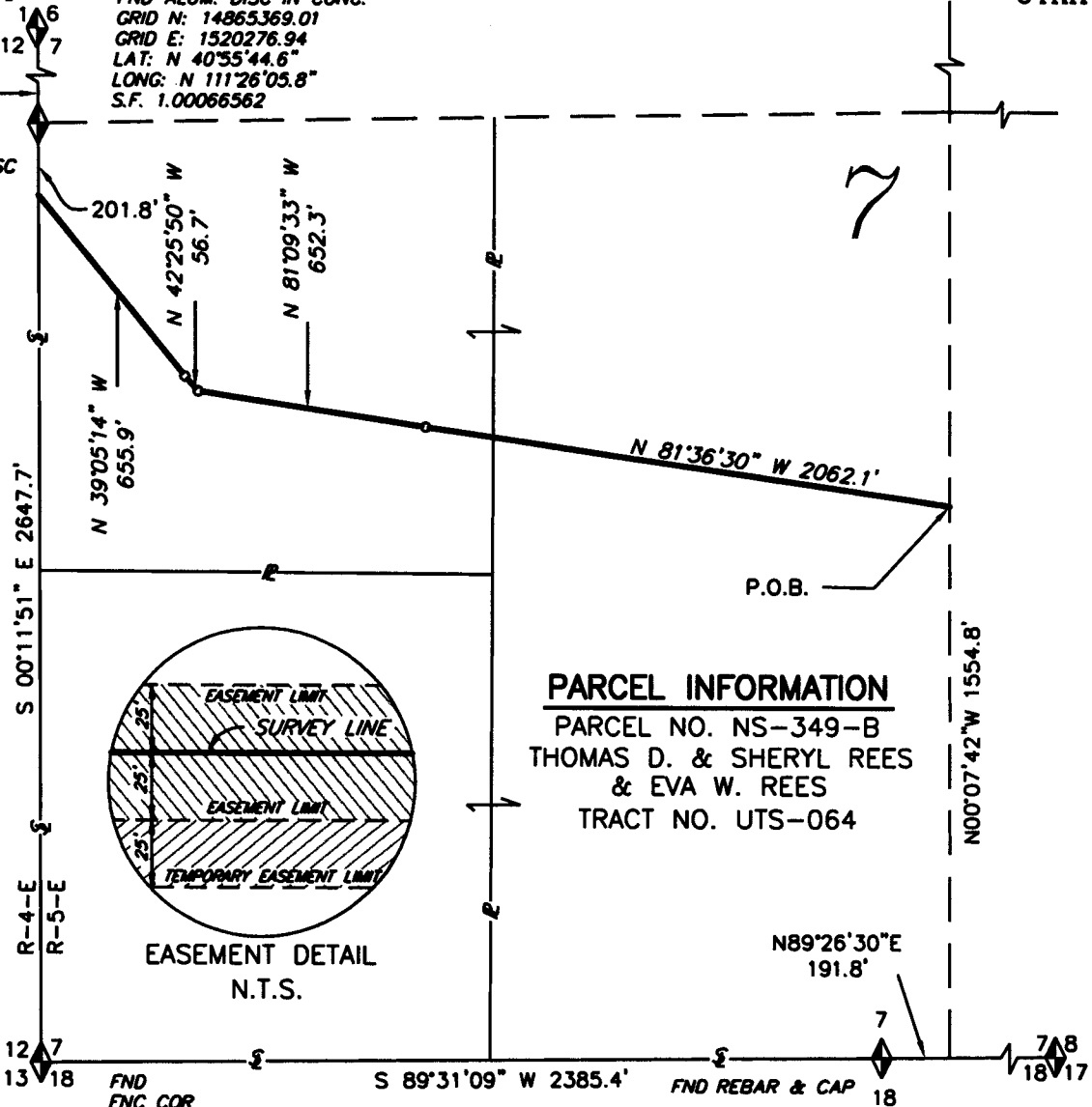
SUMMIT COUNTY

UTAH

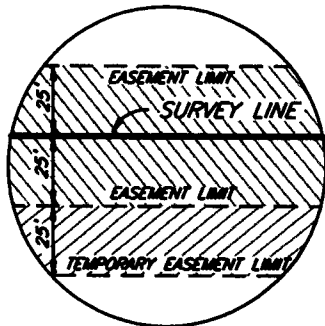
N 00°07'44" W  
2637.2'

FND ALUM. DISC IN CONC.  
GRID N: 14865369.01  
GRID E: 1520276.94  
LAT: N 40°55'44.6"  
LONG: N 111°26'05.8"  
S.F. 1.00066562

FND ALUM. DISC IN CONC.



**PARCEL INFORMATION**  
PARCEL NO. NS-349-B  
THOMAS D. & SHERYL REES  
& EVA W. REES  
TRACT NO. UTS-064



EASEMENT DETAIL  
N.T.S.

**LEGAL DESCRIPTION**

A STRIP OF LAND 50.0 FEET WIDE LOCATED IN SECTION 7, 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 EAST LINE OF GRANTOR'S LAND WHICH LIES N.89°26'30"E. 191.8 FEET AND N.00°07'42"W. 1554.78 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 7. THENCE N.81°36'30"W. 2062.1 FEET; THENCE N.81°09'33"W. 652.3 FEET; THENCE N.42°25'50"W. 56.7 FEET; THENCE N.39°05'14"W. 655.9 FEET, MORE OR LESS, TO A POINT ON THE WEST SECTION LINE WHICH LIES S.00°11'51"E. 201.8 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 7. SAID STRIP OF LAND BEING 3,427 FEET OR 207.7 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: D.T.

DATE: 09-25-2006

FILE NAME: TR-UTS-064-EAS.DWG

<b>PORCUPINE RIDGE PIPELINE, LLC.</b>	
REF: PORCUPINE RIDGE PIPELINE	
A PIPELINE CROSSING FEE LAND IN	
SW 1/4 SECTION 7, TOWNSHIP 2 NORTH, RANGE 5 EAST,	
S.L.B. & M., SUMMIT COUNTY, UTAH	
SURVEY DATE: JUNE 2006	SHEET: SHEET 1 OF 1