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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
UNEV PIPELINE
2100 N REDWOOD RD STE 85
SLC UT 84116
BY: NEH, DEPUTY - WI 6 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-016
Parcel No.: 07-25-100-008

RIGHT-OF-WAY AND EASEMENT

THE STATE OF UTAH
COUNTY OF SALT LAKE

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 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 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 Salt Lake County, Utah (the "Property"):

A portion of Section 25, Township 1 South, Range 2 West

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. Grantor also grants a temporary work space easement for the initial construction of the pipeline as shown on Exhibit A, which temporary work space easement shall terminate one year after the commencement of construction of the Pipeline on the Property. 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. Otherwise, Grantor shall have the right to full use of the property, including without limitation, the building of driveways and parking lots over the Right-of-Way and Easement. 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. In the event the pipeline is buried at less than 36 inches as provided herein, Grantee will provide surface markers identifying the location and depth of the pipeline. 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.

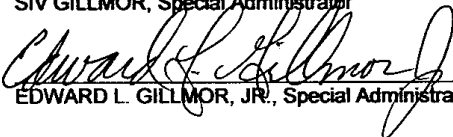
Grantor agrees to inform any purchaser of the Property of the existence of the Right of Way and Easement. It is hereby understood that the party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

IN WITNESS WHEREOF, Grantor has executed this Right-of-Way and Easement as of the 15th day of June, 2009.

GRANTOR(S): The Estate of Edward L. Gillmor


CHARLES GILLMOR, Special Administrator


SIV GILLMOR, Special Administrator


EDWARD L. GILLMOR, JR., Special Administrator

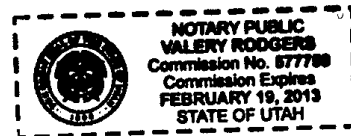
Acknowledgement

THE STATE OF Utah
COUNTY OF SALT LAKE

BEFORE ME Valery Rodgers, a Notary Public in and for said County and State, on
this day personally appeared Charles Francis Gillmor
before me whose name is subscribed to the foregoing instrument, and acknowledged to me
that he/she/they executed the same of his/her own free will as an authorized Special Administrator of the
Estate of Edward L. Gillmor and for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office on this 12 day of June, 2009.

Valery Rodgers
Notary Public in and for SALT LAKE County
State of Utah
My Commission Expires FEB 19 2013



Acknowledgement

THE STATE OF Utah
COUNTY OF SALT LAKE

BEFORE ME Valery Rodgers, a Notary Public in and for said County and State, on
this day personally appeared Gov. Johnson Gillmor
before me whose name is subscribed to the foregoing instrument, and acknowledged to me
that he/she/they executed the same of his/her own free will as an authorized Special Administrator of the
Estate of Edward L. Gillmor and for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office on this 12 day of June, 2009.

Valery Rodgers
Notary Public in and for SALT LAKE County

State of Utah
My Commission Expires Feb 19, 2013



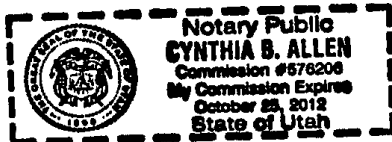
Acknowledgement

THE STATE OF Utah
COUNTY OF Salt Lake

BEFORE ME Cynthia Allen, a Notary Public in and for said County and State, on this day personally appeared Edward L. Gillmor, Jr before me whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same of his/her own free will as an authorized Special Administrator of the Estate of Edward L. Gillmor and for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office on this 15th day of June, 2009.

Cynthia B. Allen
Notary Public in and for Salt Lake County
State of Utah
My Commission Expires 10-25-12

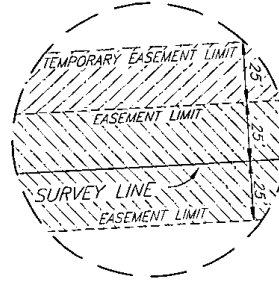




EDWARD L. GILLMOR

TOTAL DISTANCE ACROSS PROPERTY: 2561.43 FEET OR 155.24 RODS
 AREA OF PERMANENT EASEMENT: 2.942 ACRES±
 AREA OF TEMPORARY WORKSPACE: 3.424 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:



**PROPERTY SKETCH
 TRACT NO. UT-SL-016**

SCALE: 1"=1000' SALT LAKE COUNTY, UTAH

PREPARED BY:

MILLER ASSOCIATES INC.
 3225 WEST CALIFORNIA AVENUE, SUITE 101
 SALT LAKE CITY, UTAH 84104
 PHONE: 801-975-1003
 FAX: 801-975-1081

JOB NO. 07160

DRAWN BY: BA	DRAWN DATE: 08/06/08	CHECKED BY: JF	PLOT DATE: 03/06/09
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TRACT NO. UT-SL-016



