

A strip of land 50 feet wide, lying and situated in the Southwest One-Quarter of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian, in the City of Farmington, Davis County, State of Utah, more particularly described in **Exhibit A** attached hereto and by this reference made a part hereof.

hereinafter called "Defined Easement".

2. For and in consideration of the benefits to be derived here from, Company, its parent, subsidiaries and affiliates, and their respective successors and assigns, shall hereafter have and it is hereby granted by Landowner:

A. The unimpaired right of way and easement from time to time to maintain, inspect, operate, protect, repair, relay, replace, change the size of and remove any or all of Company's pipelines currently in place inside the Defined Easement within the Owned Land and the right to clear all trees, undergrowth and other obstructions from the herein granted Defined Easement;

B. The unimpaired right of way and easement from time to time to lay, maintain, inspect, operate, protect, repair, relay, replace, change the size of and remove additional pipelines within the Defined Easement for the transportation of oil, gas, water, petroleum products and any other gases or substances (whether or not of a similar nature) which can be transported through a pipeline, and further the right to construct, maintain, inspect, operate, protect, repair and remove a communication system and equipment and apparatus therefore, if Company desires to do so, to be used in connection with any pipeline constructed, owned or operated by Company on, over and through the Defined Easement; and

together with the right to use additional workspace to exercise the rights herein granted and the right of ingress and egress across the Owned Land for all purposes incident to the exercise of the aforesaid rights and the right to place on the Defined Easement incidental equipment to facilitate the use of pipelines. No additional compensation shall be payable to Landowner for the exercise of the aforesaid rights or any damage resulting to the property of Landowner, and Landowner's successor or assigns.

3. Landowner, for Landowner and Landowner's successors and assigns, covenants and agrees that no dwelling, buildings, structures, obstructions or engineering works of whatsoever kind shall be erected on said Defined Easement and that no change will be effected in the present grade of said Defined Easement. Landowner shall be responsible for above ground maintenance of the Defined Easement, including mowing as necessary to meet local codes. Landowner, for Landowner and Landowner's successors and assigns, agrees that no hard surface or regularly traveled streets, roads or highways will cross or be placed over the Defined Easement unless and until Company's pipelines or incidental equipment located thereon are properly adjusted and protected in the opinion of Company. Any such adjustment or protection shall be done under the supervision and to the specifications determined solely by Company and at the expense of the Landowner, and Landowner's successors or assigns. Further, Landowner, for Landowner and Landowner's successors and assigns, agrees that no private dwelling or any industrial building or place of assembly in which persons work, congregate, or assemble shall be located within the 100' non inhabitable zone as shown in the drawing attached hereto as **Exhibit A** and incorporated herein by reference.

4. Nothing herein contained shall be construed as releasing any rights or privileges under said Right of Way Contract insofar as said Right of Way Contract covers said Defined Easement; but said Right of Way Contract, insofar as it relates to said Defined Easement, and insofar as it may be inconsistent and in conflict herewith, is hereby amended so that the rights

and obligations of the parties hereto shall be determined under the terms and provisions of this instrument. Said Right of Way Contract, insofar as it may cover and relate to land other than the Owned Land, shall remain in effect in accordance with all of its terms and provisions.

5. It is the intention of both Company and Landowner that said Defined Easement shall extend completely across the Owned Land and be located in such manner that all of Company's presently existing pipelines will be within its boundaries. To this extent it is understood and agreed that in the event it should ever be determined that either of said boundary lines have not been properly located or that there is a conflict between calls for the boundary lines or for the existing pipeline or pipelines and calls for other objects or monuments or calls for course or distance in a description of said Defined Easement, the Defined Easement shall for all purposes be deemed to be extended in length and/or adjusted as to location in order that the intention of the parties will be carried out.

6. Company and Landowner shall have the right from time to time to assign the rights granted hereunder in whole or in part.

The provisions hereof shall extend to, be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

EXECUTED on the dates set forth in the acknowledgments, but effective for all purposes as of the 30th day of July, 2010 (the "Effective Date").

LANDOWNER

FARMINGTON SQUARE, L.L.C.,

By: _____

Printed Name: _____

Title: _____

[Signature]
Patrick Andrews
Manager

COMPANY

PIONEER PIPE LINE COMPANY

By: _____

Printed Name: _____

Title: _____

[Signature]
BRIAN CALLOWAY
ATTORNEY-IN-FACT

(Acknowledgements on following page)

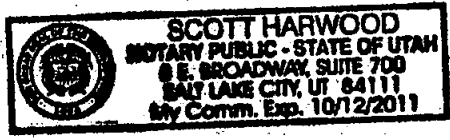
STATE OF UTAH §
COUNTY OF Davis §
§

On this 7 day of July, 2010, before me Scott Harwood, the undersigned officer, personally appeared RICHARD A. HAWES, known to me (or satisfactorily proven) to be the person whose name is subscribed as Manager, of Farmington Square, L.L.C., and acknowledged that he/she, as such Manager, being authorized so to do, executed the foregoing instrument as the act of his/her principal for the purposes therein contained, by signing the name of the said LIMITED LIABILITY COMPANY by himself/herself as Manager.

Scott Harwood
NOTARY PUBLIC

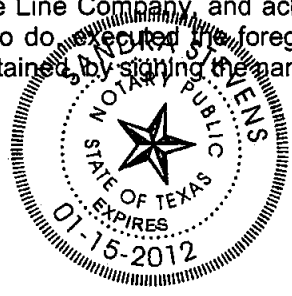
Notary Public in and for Davis County

My commission expires:
10/12/11



STATE OF Texas §
COUNTY OF Ector §
§

On this 29th day of July, 2010, before me Sandra Stevens, the undersigned officer, personally appeared Brian Calloway, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-in-Fact, of Pioneer Pipe Line Company, and acknowledged that he/she, as such Attorney-in-Fact, being authorized so to do, executed the foregoing instrument as the act of his principal for the purposes therein contained, by signing the name of the said Corporation by himself as Attorney-in-Fact.



Sandra Stevens
NOTARY PUBLIC

Notary Public in and for Ector County

My commission expires:
01-15-2012

PIONEER PIPE LINE EASEMENT

EXHIBIT "A"

PAGE 1 of 2

LEGAL DESCRIPTION - FARMINGTON SQUARE, LLC PORTION

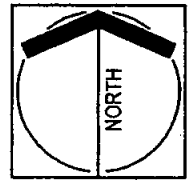
AN EASEMENT SITUATE IN THE SOUTHWEST QUARTER CORNER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID EASEMENT BEING DESCRIBED AS FOLLOWS:

COMMENCING FROM A POINT NORTH 0°00'21" WEST 975.31 FEET ALONG THE SECTION LINE AND EAST 231.53 FEET FROM THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AS DESCRIBED IN AN ALTA SURVEY FILED AS SURVEY No. 5866 IN THE DAVIS COUNTY SURVEYOR'S OFFICE, TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING; THENCE, NORTH 00° 59' 36" EAST FOR A DISTANCE OF 342.96 FEET; THENCE NORTH 50°37'22" WEST A DISTANCE OF 51.03 FEET TO A POINT ON THE CENTER LINE OF AN 8 INCH GAS PIPELINE, THENCE CONTINUING ALONG SAID PROPERTY LINE AT SAID BEARING A DISTANCE OF 12.76 FEET (63.79 FEET TOTAL); THENCE SOUTH 00° 59' 36" WEST FOR A DISTANCE OF 388.04 FEET; THENCE, SOUTH 11° 29' 22" EAST FOR A DISTANCE OF 5.48 FEET; THENCE, NORTH 78° 30' 09" EAST FOR A DISTANCE OF 10.00 FEET TO A POINT ON THE CENTER LINE OF SAID 8 INCH GAS PIPELINE, THENCE CONTINUING ALONG SAID LINE AT SAID BEARING A DISTANCE OF 40.00 FEET (50.00 FEET TOTAL) TO THE POINT OF BEGINNING;

CONTAINING 18,412 SQ. FT. OR 0.42 OF AN ACRE.

BK 5083 PG 463



2636.85' MEASURED BY BASELINE SURVEYING INC.
2636.32' DAVIS COUNTY SURVEYOR RECORD

BASIS OF BEARING N 0°00'21" W
975.31'

12.76
S00°59'36"W
34.94'
S50°37'22"E
63.79'

N50°37'22"W
63.79'

EASEMENT FARMINGTON CITY NORTH PORTION
AREA=0.04 AC

N00°59'36"E
34.94'

P.O.B.
FARMINGTON CITY NORTH EASEMENT

S0°59'36"W
388.04'

N0°59'36"E
342.96'

EASEMENT FARMINGTON SQUARE PORTION
AREA=0.42 AC

EAST
231.53'

S11°29'22"E
5.48'

N78°30'09"E
50.00'

P.O.B.
FARMINGTON SQUARE, L.L.C. EASEMENT
& FARMINGTON CITY SOUTH EASEMENT

**FARMINGTON
SQUARE, LLC**

PARCEL 2

TAX PARCEL # 08-083-0066

11.40
45.82'

**DAUFAUSKIE
INVESTMENTS II, L.C.**

PARCEL 1A

TAX PARCEL 08-083-0067

S11°29'22"E
1000.89'

EASEMENT FARMINGTON CITY SOUTH PORTION
AREA=1.12 AC

50' PROPOSED
GAS EASEMENT

100'
NON-INHABITABLE
ZONE

PARCEL 1C

14.34' TAX PARCEL 08-075-0067

SOUTHWEST CORNER SECTION 13
T3N, R1W, SLB&M (FOUND)
BENCHMARK ELEV.=4236.90

N55°40'47"W
57.39'
71.73'