RECORDING REQUESTED BY Pacific Pipeline System LLC

WHEN RECORDED MAIL TO

NAME Rocky Mountain Pipeline System LLC

MAILING: 1575 Highway 150 South, # E ADDRESS

CITY, STATE Evanston WY ZIP CODE 82930

Ent 107373 Bk 246 Pg 830
Date: 02-MAY-2007 10:57AM
Fee: \$18.00 Cash
Filed By: LRH
BRENDA NELSON, Recorder
MORGAN COUNTY
For: ROCKY MOUNTAIN PIPELINE

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

RMPL Tract #: 3480-A-0150.10 APN: 00-0005-2454

County Serial #: 04-456-02

County: Morgan

RMPL Tract #: 3480-A-0150.15 APN: 00-0004-5615

County Serial #: 04-456-001

County: Morgan

GRANT OF EASEMENT

IN CONSIDERATION OF the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, **Gray William Jensen and Linda Field Jensen** having a mailing address of **PO Box 1031, Morgan, UT 84050-1031** hereinafter referred to as "Grantor" (whether one or more) hereby grants and conveys unto **ROCKY MOUNTAIN PIPELINE SYSTEM LLC, a Delaware Limited Liability Company** its successors and assigns, hereinafter referred to as "Grantee", an easement (hereinafter the "Easement") on, over, under, along and across that certain real property described on "Exhibit A" attached hereto (the "Premises") to lay, construct, operate, maintain, repair, inspect, patrol (including aerial patrol), alter, relocate, remove, replace, and repair one (1) pipeline for the transportation of oil, gas, water, and any product or by-product thereof, or any substance which can be transported through pipelines, and all appurtenances, including cathodic protection, equipment and facilities necessary or incidental thereto, including without limitation telecommunications cable and equipment and minor above ground appurtenances such as valves, test lead posts and markers (the pipeline and all appurtenances herein after referred to as the "Pipeline") on, over, across and through lands owned by Grantor, or in which Grantor has an interest, situated in **Morgan County, Utah**, described as follows:

Township 4N ,Range 2E , Salt Lake Base and Meridian

A portion of SE 1/4 of the NE 1/4 of Section 36

And more fully described in that certain Deed, recorded in Book 96, Page 433, of the Recorder's office of said County, to which reference is made for further description.

Township 4N ,Range 2E , Salt Lake Base and Meridian

A portion of North ½ of the SE ¼ of the NE ¼ of Section 36

And more fully described in that certain Deed, recorded in Book 107, Page 206, of the Recorder's office of said County, to which reference is made for further description.

This grant is subject to the following:

1. Grantee shall:

- (a) Compensate Grantor for damage done to any buildings, fences, roadways and as a direct result of Grantee's activities on the Premises.
- (b) Have the right to remove, cut, trim, and keep clear all obstructions, trees, brush, and objects that may injure, endanger or interfere with Grantee's use of the Easement.
- (c) Indemnify the Grantor from all liabilities, damages, and claims arising from Grantee's activities on or relating to the Easement (including liabilities, damages and claims arising from spills, leaks or other releases from the pipeline), except to the extent any such liabilities, damages, or claims arise as a result of the negligence or other fault of Grantor or its affiliates, or their officers, agents, employees, contractors, or subcontractors.
- (d) As soon as reasonably possible after completion of any construction activities, fully restore the surface of the Premises as nearly as practical to the condition that existed prior to such construction.
- 2. The Pipeline and any other property installed or constructed on the Easement shall be laid or constructed within a strip of land **10 feet** in width with an additional **30 feet** of temporary construction work space along a route to be determined by Grantee, it being understood that the easement will generally follow the alignment depicted on Exhibit "A", attached and made a part hereof, to the extent site conditions will reasonably allow.
- 3. Grantor reserves the right to full use and enjoyment of the Premises, except for the rights herein granted, provided that such use and enjoyment shall not hinder, conflict, or interfere with the exercise of Grantee's rights hereunder, and that no building, reservoir, structure, improvement, obstruction or impediment (including, but not limited to, the planting of trees, drilling, paving, undercutting or alteration of ground level) shall be constructed on the Easement without Grantee's written consent.
- 4. This grant shall include the right of unimpaired ingress and egress to and from the Easement as needed to construct, repair and replace improvements on the Easement, including the use of all existing and future roads.
- 5. This grant shall be perpetual unto the Grantee unless Grantee records a quitclaim reconveyance and release of this grant, which it shall have the right to do at any time. Grantee may assign the Easement and all rights herein granted, either in whole or in part, subject to the terms of the grant.
- 6. Each of the undersigned represents, covenants and warrants that they own all of the fee title to the Premises, free and clear of any liens and encumbrances not shown in the public real estate records that could materially and adversely affect this grant, and that each has the right and authority to execute this instrument.
 - 7. The provisions hereof shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors, assigns, and legal representatives
 - 8. It is agreed that any payment due hereunder may be made direct to said Grantor or any one of them (if more than one).
 - 9. Section 1445 Certification: Under penalties of perjury, the undersigned Grantor(s) hereby certifies that it (they) is (are) not a non resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate for the purposes of U.S. income taxation.

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20 07. **EXECUTED GRANTOR** William Jensen **GRANTOR** State of Utah County of Morgan)

On <u>4.26.67</u> before me,

personally appeared GRAY WILLIAM TENSEN & LI personally known to me (or proved to me on the basis of satisfactory evidence) to be the person (s) whose names (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument.

KERYL T. SQUIRES

ന്തy hand and official seal





