Rube Pipe ine Two North Novara Ave Couron : Epris 80303 APN: 04-037-0037 04-037-0054 04-037-0053 04-037-0012 00-000-0000 ["BAKER LANE" strip (ref. B 996 P 257)]

5. Special 80 30 3	Ent 279376 Bk 1095 Pg 580 🔬
	Date 9-Jun-2009 11:36AM Fee \$43.00
strip (ref. B 996 P 257)]	LuAnn Adams - Filed By mm
- '	Box Elder Co., UT For RUBY PIPELINE
	04-047-0011
RUBY PIPELINE, L.L.C.	FOR RUBY PIPELINE  04-047-0011  04-037-0011,0024  EEMENT  0015,0023  0034,0044
RIGHT OF WAY AND EASEMENT AGRI	EEMENT 0015,0023/
	0034,0044
) IL 1	Ruby - LL# 2145.2:2147 0047/, 0043

0017,0046

0022,0052

00531

0054

0016

KNOW ALL MEN BY THESE PRESENTS:

Utah

Box Elder

5015356

STATE OF

COUNTY OF

THAT the undersigned (hereinafter called OWNER, whether one or more), for and in consideration of the sum of TEN AND NO/100 Dollars (\$10.00) in hand paid, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto RUBY PIPELINE, L.L.C., its successors and assigns (hereinafter called "COMPANY"), a Right of Way and Easement for the purposes of laying, constructing, maintaining, operating, patrolling, repairing, replacing and removing a single pipeline (with fittings, tie-overs, cathodic protection equipment, fiber optic and all appliances appurtenant thereto) for the transportation of gas, or any other liquids or substances associated with natural gas, along routes convenient for COMPANY's operations across the lands of OWNER, situated in the County of <u>Box</u> <u>Elder</u>, State of <u>Utah</u>, more particularly described as follows:

LL

CO

Ruby

128575

Township 10 North, Range 2 West, Section 26: S½ Township 10 North, Range 2 West, Section 27: SE¼

more particularly shown on Plat No(s) 300AU-2145.2 & 300AU-2147, marked Exhibit "A", and by this reference made part hereof. Said Right of Way and Easement granted shall be One-Hundred Fifteen (115) Feet or as required in width during construction and thereafter Fifty (50) Feet in width throughout, extending on, over and across the abovedescribed land.

OWNER, his/her/its successors, heirs or assigns, reserves all oil, gas and minerals on and under said lands and the right to farm, graze and otherwise fully use and enjoy said lands, provided, however, that COMPANY shall have the right hereafter to cut and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction, maintenance and use of said pipeline, or fittings, tie-overs, cathodic protection equipment and appliances appurtenant thereto. COMPANY shall have all privileges necessary or convenient for the full use of the rights herein granted, together with ingress and egress along said pipeline and over and across said lands. OWNER, his/her/its successors and assigns, shall not without COMPANY's written consent disturb the surface of the Right of Way and Easement in a manner which will result in the removal of surface cover from the pipeline.

OWNER represents and warrants that he is the owner in fee simple of the land hereinafter described, subject only to outstanding mortgages, if any, now of record in said county, and in the event of default by OWNER, COMPANY shall have the right to discharge or redeem for OWNER, in whole or in part, any mortgage, tax or other lien on said land and thereupon be subrogated to such lien and rights incident thereto.

COMPANY and OWNER shall observe and follow the requirements of all applicable statutes, ordinances, regulations, licenses, permits, agreements, or covenants, including without limitation, any requirement to call the state's one-call notification system prior to any construction or excavation along or within said Right of Way and Easement.

COMPANY shall have all privileges necessary or convenient for the full use and enjoyment of the rights granted herein, including without limitation the right to take any action necessary for compliance with federal, state or local laws, rules and regulations.

COMPANY, by the acceptance hereof, agrees to pay for damages to crops, pasture, and fences which may arise from laying, constructing, maintaining, operating, repairing, replacing or removing said pipeline. COMPANY shall compensate landowner for any loss or injury to livestock arising from COMPANY's construction activities.

All fences that must be cut in order to accomplish any of the purposes herein above granted to COMPANY shall be "H" braced on each side of the area covered by this grant and the wire secured so that when the fence is cut, the remainder of the fence shall not go slack or be slackened and after said installation or repair, said fence shall be replaced in as good as condition as said fences were before cutting. COMPANY will install gates along said right of way at landowners request and at reasonable and mutually agreed upon locations.

COMPANY shall take all necessary measures to maintain proper drainage to prevent erosion of the surface of such easement premises, and further at the completion thereof to re-contour and re-seed all disturbed areas with seed mixture as recommended by OWNER and/or appropriate agencies.

COMPANY and OWNER shall not be responsible for injury to persons or damage to property from any cause outside their control, including without limitation, negligence or intentional acts of the other or third party persons.

APN: 04-037-0037 04-037-0054 04-037-0053 04-037-0012 00-000-0000 ["BAKER LANE" strip (ref. B 996 P 257)]

Ent 279376 Bk 1095 Pg 581

TO HAVE AND TO HOLD said Right of Way and Easement unto said COMPANY, its successors and assigns, until such pipeline be constructed and so long thereafter as a pipe line is maintained thereon; and the undersigned hereby bind themselves, and their heirs, executors, administrators, successors and assigns, to warrant and forever defend all and singular said Right of Way and Easement unto said COMPANY, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

In the event that the Federal Energy Regulatory Commission gives COMPANY the authority to abandon the Right of Way and Easement described herein, and Company actually abandons said Right of Way and Easement, this Right of Way and Easement Agreement shall terminate and all rights granted herein shall terminate and Right of Way and Easement shall revert back to the Owner or Owner's successors and assigns, and, in that event, COMPANY shall record a release of this Right of Way and Easement Agreement upon the request from Owner, or its successors or assigns.

It is agreed that this Right of Way and Easement Agreement as written is assignable by COMPANY in whole or in part. This Agreement covers the entire agreement between the Parties as to the subject matter described herein, and the Parties agree that no other promises or representations have been made which would alter or otherwise modify the terms set forth herein. This Right of Way and Easement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Executed this 29 day of May 200 9

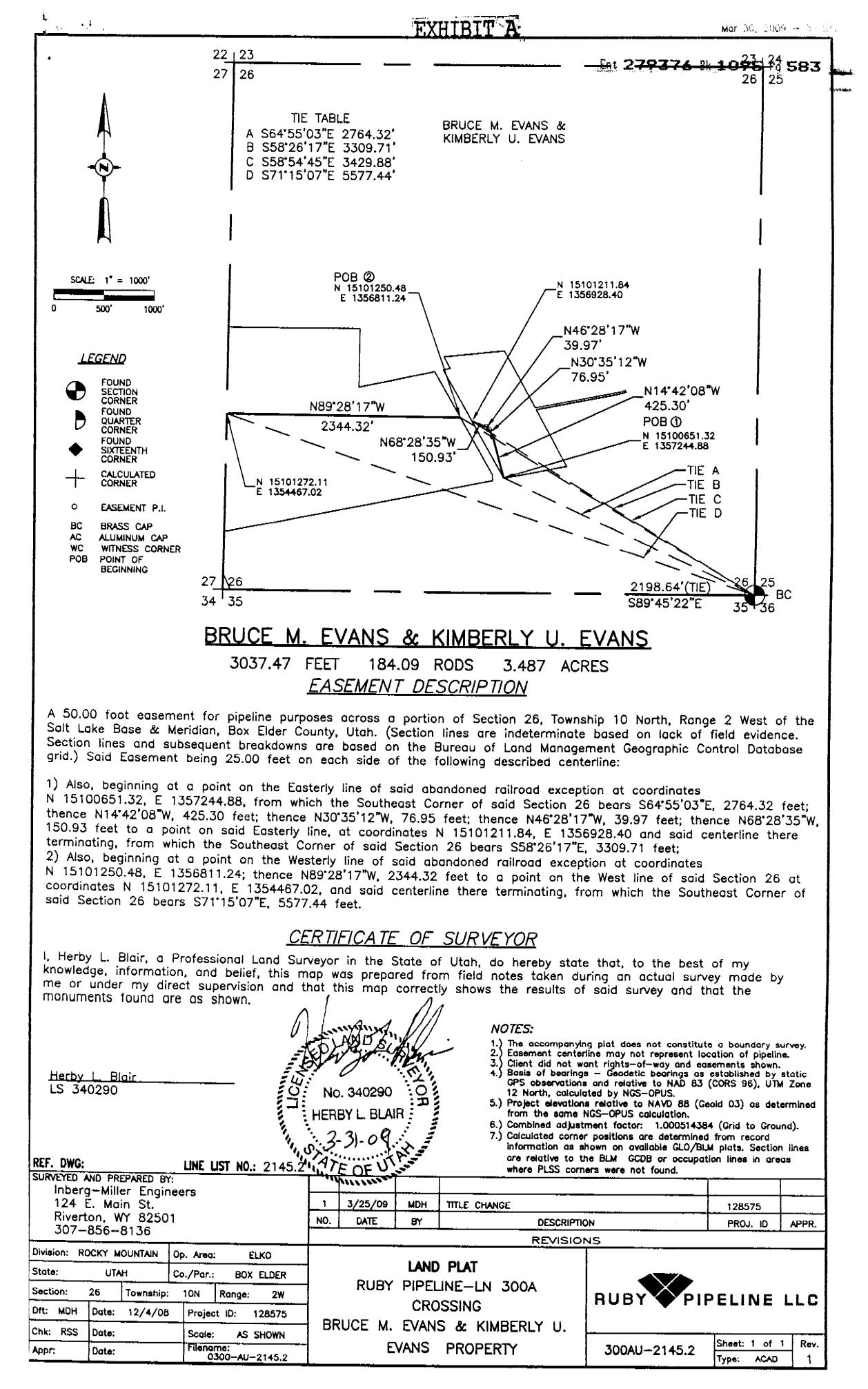
OWNER(s)

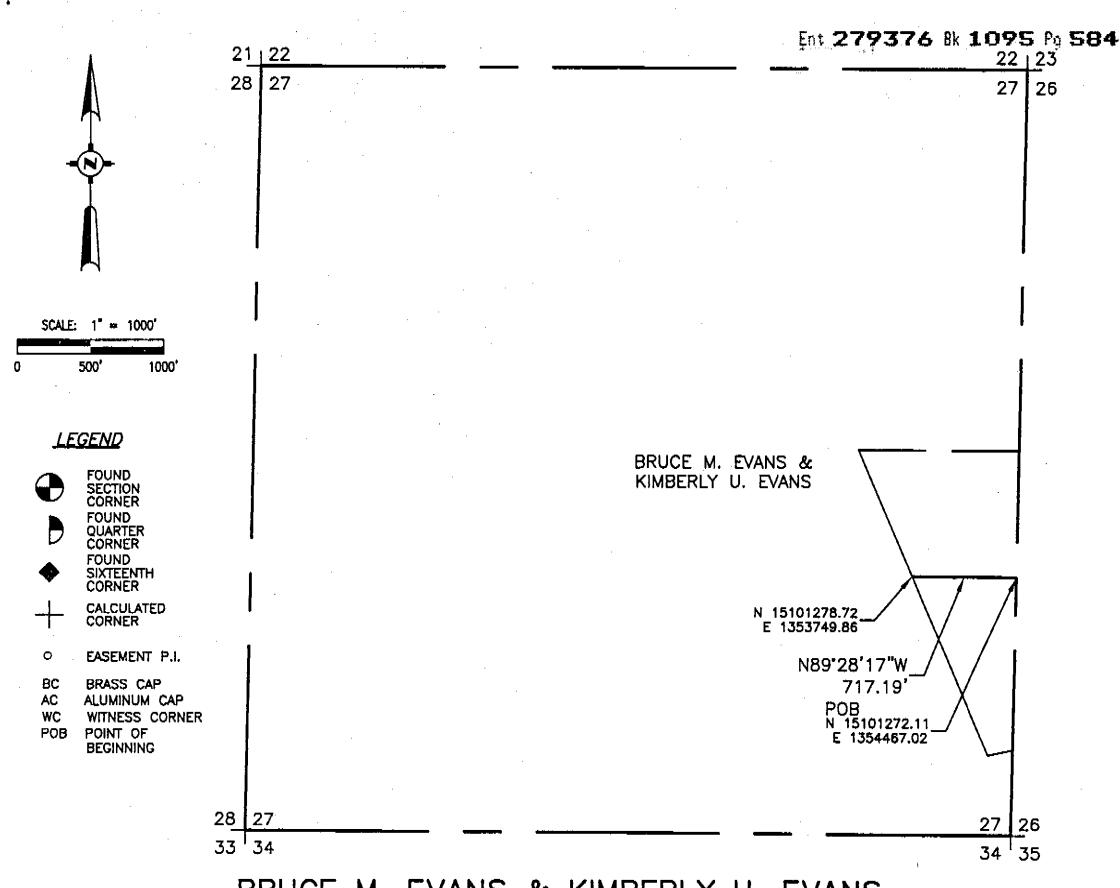
BRUCE M. EVANS

KIMBERLY U. EVANS

## ACKNOWLEDGEMENT

STATE OF UTAH )					
COUNTY OF BOX ELDER )					
BEFORE ME, THE UNDERSIGNED, A Notary Public, within and for said State and County on this					
day of May, 2009, personally appeared BRUCE M. EVANS					
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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 as a free and voluntary act and deed for the uses and purposes therein set forth.					
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.					
Cuse B Chickells					
[Seal] Notary Public					
I AND MESSA IN THE COURT OF CONTROL STATE IN THE CONTROL OF THE CO					
The state of the s					
STATE OF UTAH ) ss.					
COUNTY OF BOX ELDER )					
BEFORE ME, THE UNDERSIGNED, A Notary Public, within and for said State and County on this					
day of MAA , 2007, personally appeared KIMBERLY U. EVANS					
day of					
$\cdot$					
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the					
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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),					
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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)					
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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 as a free and voluntary act and deed for the uses and purposes therein set forth.  IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.					
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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 as a free and voluntary act and deed for the uses and purposes therein set forth.  IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.  Notary Public  [Seal]					
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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 as a free and voluntary act and deed for the uses and purposes therein set forth.  IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.  Where the person of the person of the uses and purposes therein set forth.  Notary Public					





## BRUCE M. EVANS & KIMBERLY U. EVANS 0.823 ACRES

717.19 FEET 43.47 RODS EASEMENT DESCRIPTION

A 50.00 foot easement for pipeline purposes across a portion of Section 27, Township 10 North, Range 2 West of the Salt Lake Base & Meridian, Box Elder County, Utah. (Section lines are indeterminate based on lack of field evidence. Section lines and subsequent breakdowns are based on the Bureau of Land Management Geographic Control Database grid.) Said Easement being 25.00 feet on each side of the following described centerline:

Beginning at a point on the East line of said Section 27, at coordinates N 15101272.11, E 1354467.02; thence N89°28′17″W, 717.19 feet to a point on the West line of parcel in said Section 27, at coordinates N 15101278.72, E 1353749.86 and said centerline there terminating.

<u>CERTIFICATE OF SURVEYOR</u>

I, Herby L. Blair, a Professional Land Surveyor in the State of Utah, do hereby state that, to the best of my knowledge, information, and belief, this map was prepared from field notes taken during an actual survey made by me or under my direct supervision and that this map correctly shows the results of said survey and that the monuments found are as shown.

<u>Herby L. Blair</u> LS 340290

LINE LIST NO.: 2147

NOTES:

1.) The accompanying plat does not constitute a boundary survey. Egsement centerline may not represent location of pipeline.

 Client did not want rights—of—way and easements shown.
 Basis of bearings — Geodetic bearings as established by static GPS observations and relative to NAD 83 (CORS 96), UTM Zone 12 North, calculated by NGS-OPUS.

5.) Project elevations relative to NAVD 88 (Geoid 03) as determined from the same NGS—OPUS calculation.

6.) Combined adjustment factor: 1.000505265 (Grid to Ground). 7.) Calculated corner positions are determined from record information as shown on available GLO/BLM plats. Section lines are relative to the BLM GCDB or occupation lines in areas where PLSS corners were not found.

**REF. DWG:** SURVEYED AND PREPARED BY: Inberg-Miller Engineers 124 E. Main St. Riverton, WY 82501 NO. DATE DESCRIPTION PROJ. ID APPR. 307-856-8136 REVISIONS

Division: R	OCKY M	OUNTAIN	Op. Area	: ELKO
State:	UTA	Н	Co./Par.:	BOX ELDER
Section:	27	Township:	10N	Range: 2W
Dft: MDH	Date:	12/2/08	Projec	t ID: 128575
Chk: RSS	Date:		Scole:	AS SHOWN
Appr:	Date:		Filena	me: 0300-AU-2147

LAND PLAT RUBY PIPELINE-LN 300A CROSSING BRUCE M. EVANS & KIMBERLY U. EVANS **PROPERTY** 



300AU-2147 Type:

Sheet: 1 of 1 Rev. AÇAD 0