

Fiber Optic cable and other communication lines and facilities which are not strictly appurtenant to the operation or maintenance of the aforesaid pipeline for its intended purpose are expressly prohibited.

The Easement shall be "non-exclusive". OWNER expressly reserves the right to use and enjoy that real property described herein in any manner which will not impair or interfere with the exercise of the rights herein granted. Specifically, and without limitation, with the exercise of the rights herein granted and without limitation, OWNER reserves the right to construct and maintain improved crossing streets and roadways, sidewalks, sanitary and storm sewer lines, culinary and irrigation water lines, gas lines, telephone and communication lines and facilities, and underground and overhead power lines and facilities across the herein-described easement. Prior to the installation of any said crossings, OWNER shall provide plans to COMPANY for review and approval, which approval shall not be unreasonably withheld.

All representations, warranties, indemnifications, covenants, conditions and agreements of OWNER and of COMPANY made in this instrument or in any certificate, document or other instrument delivered pursuant hereto shall survive the execution and delivery thereof and any closing or recording.

Ruby agrees to install a tap at OWNER's sole expense on its proposed mainline to provide transportation service to industrial or power production facilities only on the property described by plat # 300AU-2148 and 2149 provided that a minimum of 10,000 dekatherms per day of firm transportation service of ten years are contracted for a credit worthy customer and such service provides new service to the subject property.

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, re-ditch 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.

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 pipeline 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 grants 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.

This easement and agreement shall be binding upon and inure to the benefit of the heirs, assigns, legal representatives and successors of both COMPANY and OWNER. 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 6th day of May, 2010

COMPANY:

RUBY PIPELINE, L.L.C.
a Delaware limited liability company
by CIG Pipeline Services Company, L.L.C.
Acting as Construction Manager and Agent

OWNER:

Kim G Fuller

Kim G. Fuller aka Kimberly G. Fuller

By: William H. Hasty Jr.

Title: Vice President

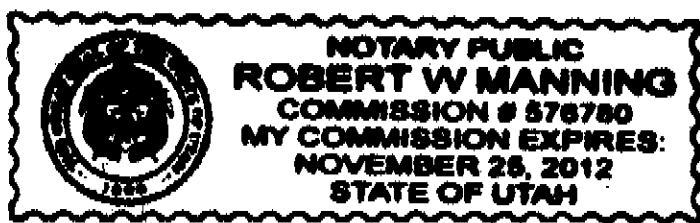
ACKNOWLEDGEMENT

STATE OF UTAH)
COUNTY OF Box Elder)ss.

BEFORE ME, THE UNDERSIGNED, A Notary Public, within and for said State and County on this 6th day of May, 2010, personally appeared Kim G. Fuller 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.

[Seal]



Robert W Manning
Notary Public
Brigham City UT
Address

My Commission expires:

November 25, 2012

ACKNOWLEDGEMENT

STATE OF Colorado)
)ss.
COUNTY OF El Paso)

BEFORE ME, THE UNDERSIGNED, A Notary Public, within and for said State and County on this 10th day of May, 2010, personally appeared William H Healy Jr 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.

[Seal] **Denise M. Toney**
NOTARY PUBLIC
STATE OF COLORADO

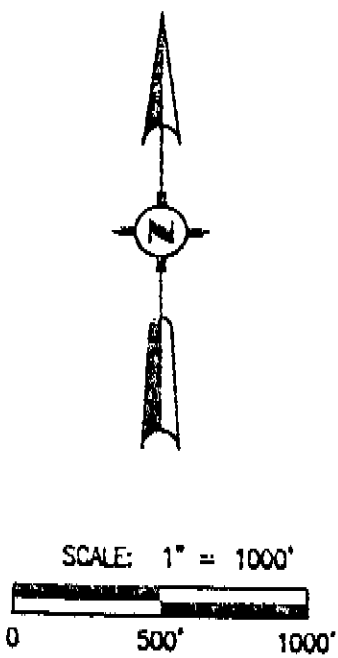
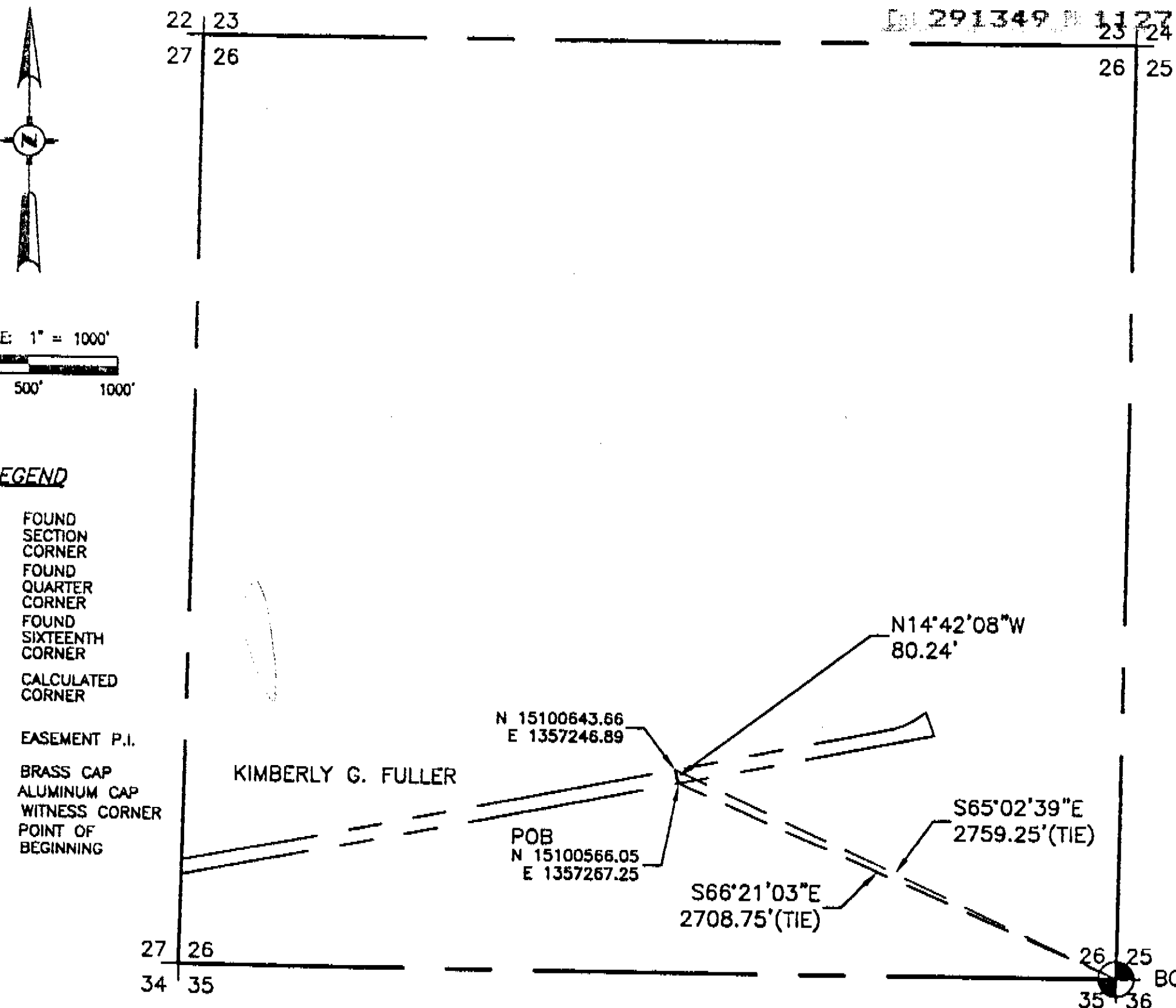
Denise M. Toney
Notary Public

2 N Nevada Ave #524, CSC 80903
Address

My Commission expires:
My commission expires 10/17/2011

10-17-2011

291349 1127 856



LEGEND

- FOUND SECTION CORNER
- FOUND QUARTER CORNER
- FOUND SIXTEENTH CORNER
- CALCULATED CORNER
- EASEMENT P.I.
- BRASS CAP
- ALUMINUM CAP
- WITNESS CORNER
- POINT OF BEGINNING

KIMBERLY G. FULLER

80.24 FEET 4.86 RODS 0.092 ACRES

EASEMENT DESCRIPTION

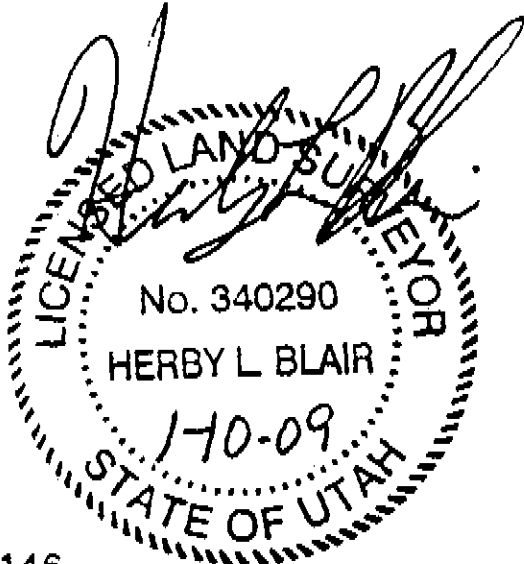
A 50.00 foot easement for pipeline purposes across a portion of Section 26, Township 10 North, Range 2 West of the Salt Lake Base & Meridian, Box Elder County, Utah. (Section lines are indeterminate based on lack of field evidence. Section lines and subsequent breakdowns are based on the Bureau of Land 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 South line of parcel in said Section 26, at coordinates N 15100566.05, E 1357267.25, from which the Southeast Corner of said Section 26 bears S66°21'03"E, 2708.75 feet; thence N14°42'08"W, 80.24 feet to a point on the North line of parcel in said Section 26, at coordinates N 15100643.66, E 1357246.89 and said centerline there terminating, from which the Southeast Corner of said Section 26 bears S65°02'39"E, 2759.25 feet.

CERTIFICATE OF SURVEYOR

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.

Herby L. Blair
 LS 340290



NOTES:

- 1.) The accompanying plat does not constitute a boundary survey.
- 2.) Easement centerline may not represent location of pipeline.
- 3.) Client did not want rights-of-way and easements shown.
- 4.) 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: 1.000514384 (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: LINE LIST NO.: 2146

SURVEYED AND PREPARED BY: Inberg-Miller Engineers 124 E. Main St. Riverton, WY 82501 307-856-8136			
Division: ROCKY MOUNTAIN	Op. Area: ELKO		
State: UTAH	Co./Par.: BOX ELDER		
Section: 26	Township: 10N	Range: 2W	
Dft: MDH	Date: 12/4/08	Project ID: 128575	
Chk: RSS	Date:	Scale: AS SHOWN	
Appr:	Date:	Filename: 0300-AU-2146	


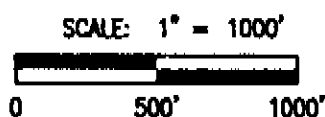
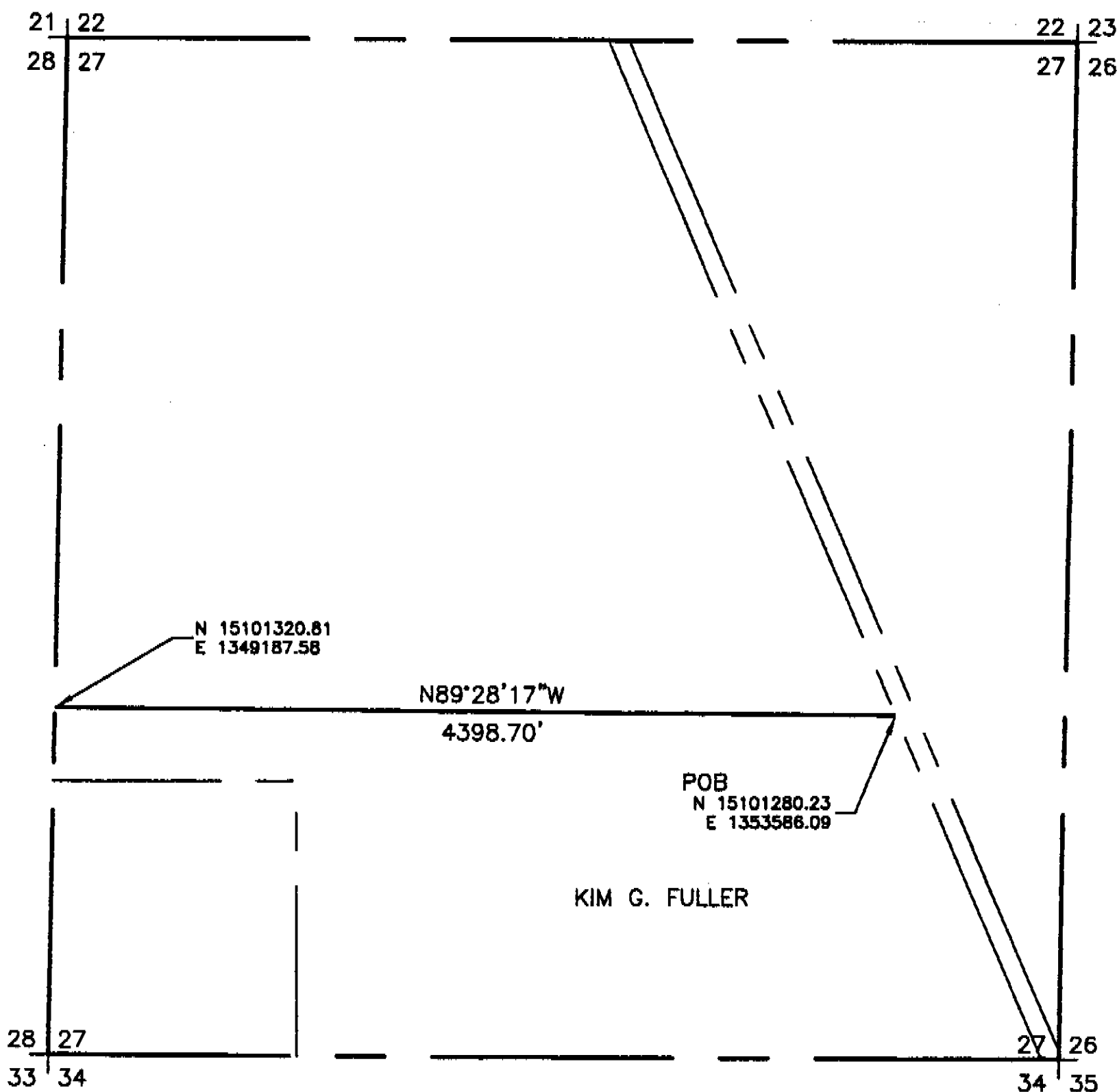
NO.	DATE	BY	DESCRIPTION	PROJ. ID	APPR.
REVISIONS					
LAND PLAT			 RUBY PIPELINE LLC		
RUBY PIPELINE-LN 300A CROSSING KIMBERLY G. FULLER PROPERTY					
			300AU-2146	Sheet: 1 of 1	Rev. 0
				Type: ACAD	0

Fig 291349 PL 1127 Pg 857



LEGEND

- FOUND SECTION CORNER
- FOUND QUARTER CORNER
- FOUND SIXTEENTH CORNER
- CALCULATED CORNER
- EASEMENT P.I.
- BC BRASS CAP
- AC ALUMINUM CAP
- WC WITNESS CORNER
- POB POINT OF BEGINNING



KIM G. FULLER

4398.70 FEET 266.59 RODS 5.049 ACRES

EASEMENT DESCRIPTION

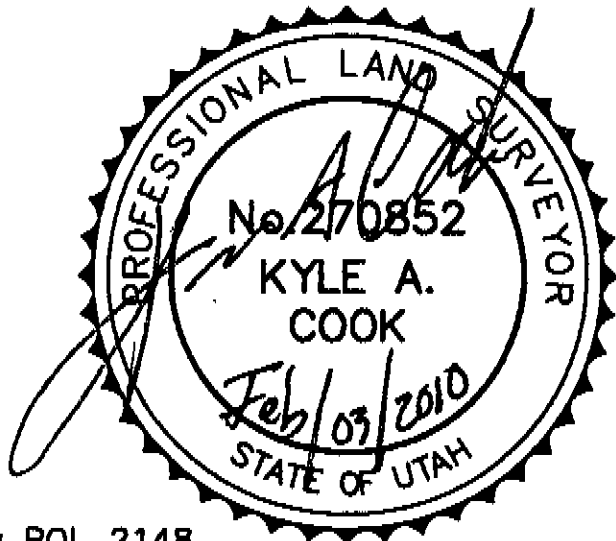
A 50.00 foot easement for pipeline purposes across a portion of the S $\frac{1}{2}$ of Section 27, Township 10 North, Range 2 West of the Salt Lake Base Meridian, Box Elder County, Utah. (Section lines are indeterminate based on lack of field evidence. Section lines and subsequent breakdowns are based 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 Right-of-Way line of the U.P.R.R Company in the S $\frac{1}{2}$ of Section 27, at coordinates N 15101280.23, E 1353586.09; thence N89°28'17"W a distance of 4398.70 feet to a point on the West line of said Section 27, at coordinates N 15101320.81, E 1349187.58 and said centerline there terminating.

CERTIFICATE OF SURVEYOR

I, Kyle A. Cook, a professional land surveyor in the state of Utah, do hereby state that, to the best of my knowledge, information, and belief, this plat/exhibit was prepared from field notes taken during an actual survey made by Cook-Sanders Associates or under my supervision in September 2009 and that this plat/exhibit correctly shows the results of said field survey and that the monuments found are accurate to the best of our ability and knowledge.

Kyle A. Cook
LS 270852



NOTES:

- 1.) The accompanying plat does not constitute a boundary survey.
- 2.) Easement centerline may not represent location of pipeline.
- 3.) Client did not want rights-of-way and easements shown.
- 4.) 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: LINE LIST NO.: POL 2148

SURVEYED AND PREPARED BY:
Cook-Sanders Associates Inc
331 South Rio Grande Ave., Suite 120
Salt Lake City, Ut. 84101
801-364-4051

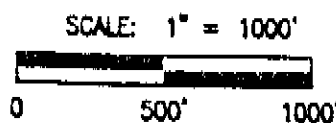
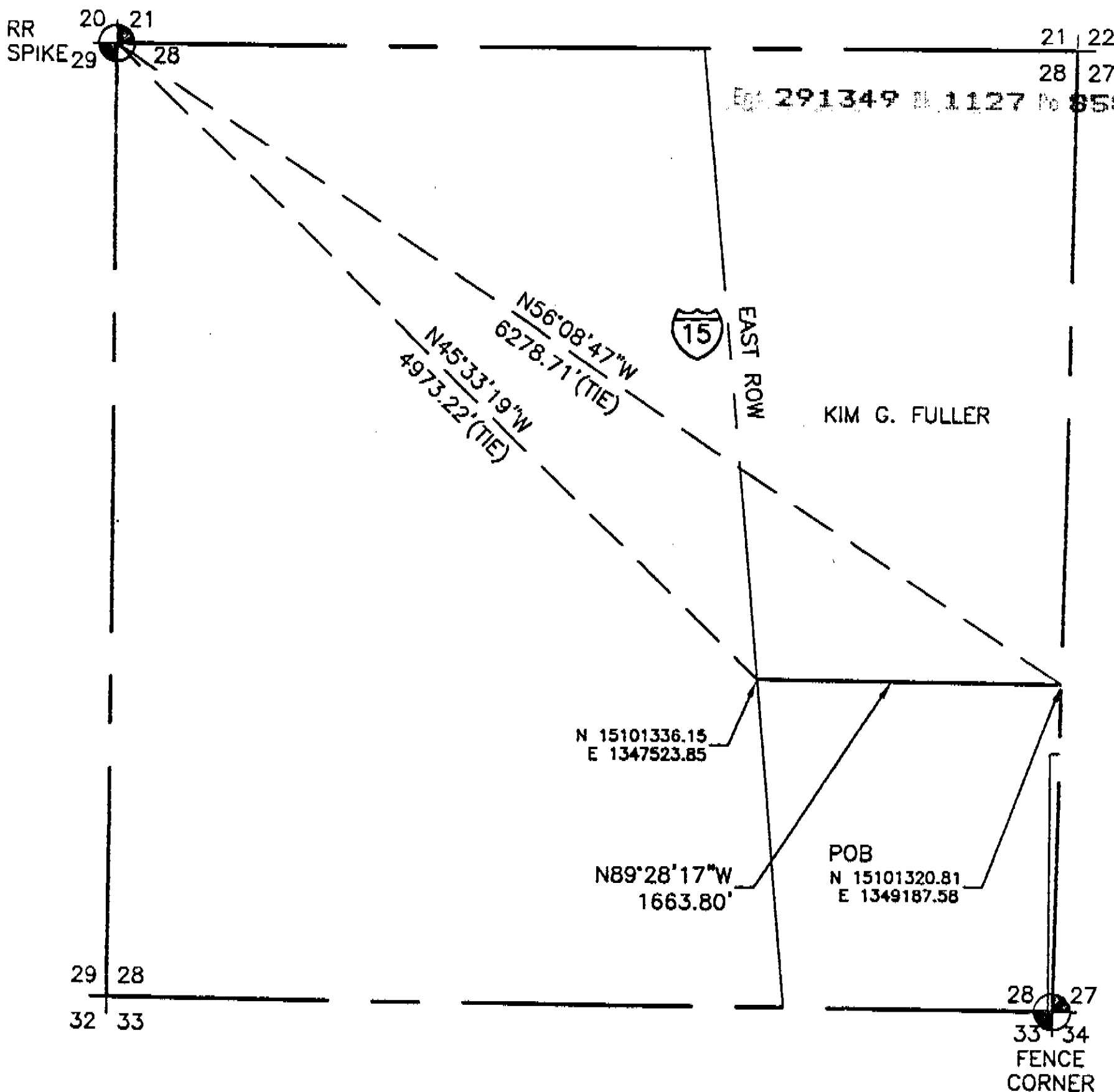
NO.	DATE	BY	DESCRIPTION	PROJ. ID	APPR.
2	1/25/10	SRH	REVISED PROPERTY LINES		
1	1/30/09	MDH	BOUNDARY CHANGE W/NEW TITLE FOR ADJ PROPERTY	128575	

Division: ROCKY MOUNTAIN	Op. Area: ELKO
State: UTAH	Co./Par.: BOX ELDER
Section: 27	Township: 10N Range: 2W
Dft: SRH	Date: 1/25/10 Project ID: 128575
Chk: KAC	Date: 2/03/10 Scale: AS SHOWN
Appr:	Date: Filename: 0300-AU-2148

LAND PLAT
RUBY PIPELINE-LN 300A
CROSSING
KIM G. FULLER
PROPERTY

RUBY PIPELINE LLC

300AU-2148	Sheet: 1 of 1 Type: ACAD	Rev. 2
------------	-----------------------------	-----------



- LEGEND**
- FOUND SECTION CORNER
 - FOUND QUARTER CORNER
 - FOUND SIXTEENTH CORNER
 - CALCULATED CORNER
 - EASEMENT P.I.
 - BRASS CAP
 - ALUMINUM CAP
 - WITNESS CORNER
 - POINT OF BEGINNING

KIM G. FULLER
 1663.80 FEET 100.84 RODS 1.910 ACRES
EASEMENT DESCRIPTION

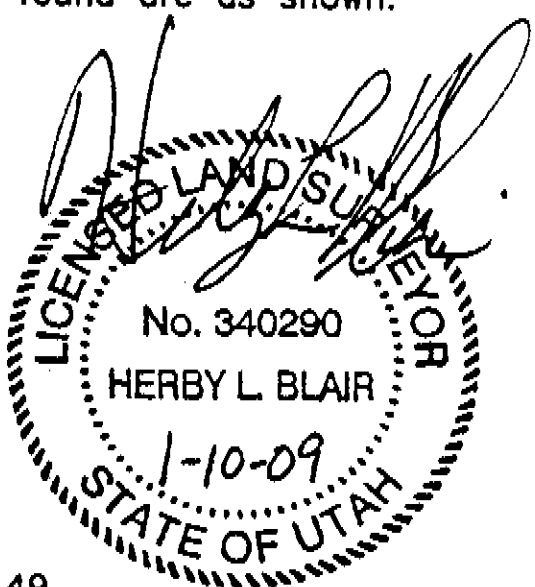
A 50.00 foot easement for pipeline purposes across a portion of Section 28, Township 10 North, Range 2 West of the Salt Lake Base & Meridian, Box Elder County, Utah. Said Easement being 25.00 feet on each side of the following described centerline:

Beginning at a point on the East line of said Section 28, at coordinates N 15101320.81, E 1349187.58, from which the Northwest Corner of said Section 28 bears N56°08'47"W, 6278.71 feet; thence N89°28'17"W, 1663.80 feet to a point on the West line of parcel in said Section 28, at coordinates N 15101336.15, E 1347523.85 and said centerline there terminating, from which the Northwest Corner of said Section 28 bears N45°33'19"W, 4973.22 feet.

CERTIFICATE OF SURVEYOR

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.

Herby L. Blair
 LS 340290



- NOTES:**
- 1.) The accompanying plat does not constitute a boundary survey.
 - 2.) Easement centerline may not represent location of pipeline.
 - 3.) Client did not want rights-of-way and easements shown.
 - 4.) 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: 1.000499539 (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: LINE LIST NO.: 2149

SURVEYED AND PREPARED BY: Inberg-Miller Engineers 124 E. Main St. Riverton, WY 82501 307-856-8136		NO.		DATE		BY		DESCRIPTION		PROJ. ID		APPR.					
Division: ROCKY MOUNTAIN		Op. Area: ELKO		State: UTAH		Co./Par.: BOX ELDER		Section: 28		Township: 10N		Range: 2W					
Dft: MDH		Date: 12/3/08		Project ID: 128575		Scale: AS SHOWN		Appr: RSS		Date:		Filename: 0300-AU-2149					
LAND PLAT RUBY PIPELINE-LN 300A CROSSING KIM G. FULLER PROPERTY												300AU-2149		Sheet: 1 of 1		Rev. 0	
										Type: ACAD							