

AFTER RECORDING PLEASE RETURN TO:

UNEV Pipeline, LLC
2100 N Redwood Road
Suite 85
Salt Lake City, UT 84116

Line/Project:	<u>UNEV</u>
Tract No.:	<u>UT-TO-065.1</u>
Parcel No. :	<u>04-070-0-0009</u>

RIGHT-OF-WAY AND EASEMENT

THE STATE OF UTAH
COUNTY OF TOOELE

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 Tooele County, Utah (the "Property"):

The Southeast 1/4 of Section 35, Township 1 South, Range 4 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 twenty foot (20') wide perpetual Right-of-Way and Easement, extending ten feet (10') 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. 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 ten (10) 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. 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. 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.

Upon completion of construction of the pipeline, UNEV agrees to restore the surface of the ground as nearly as is reasonably practicable to as good a condition as exists at the time of commencement of construction.

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.

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.

36/7

IN WITNESS WHEREOF, Grantor has executed this Right-of-Way and Easement as of the 16 day of Dec, 2008.

GRANTOR(S):

Susan R. Robinson, a married person (25% interest) and Anna Stevenson, Trustee of The Anna Stevenson Revocable Trust dated March 19, 1986 (25% interest) and Peggy L. Gonshor, a married person (25% interest) and Kenneth B. Ashworth, a married person (25% interest)

[Signature]
Susan R. Robinson

Individual Acknowledgement

THE STATE OF UTAH
COUNTY OF Salt Lake

BEFORE ME Michael R. Taylor, a Notary Public in and for said County and State, on this day personally appeared Susan R Robinson, known to me to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same of his/her/their own free will and for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office on this the 16th day of December, 2008.

[Signature]
Notary Public in and for Salt Lake County
State of UTAH
My Commission Expires July 7, 2011



17th IN WITNESS WHEREOF, Grantor has executed this Right-of-Way and Easement as of the day of December, 2008.

GRANTOR(S):

Susan R. Robinson, a married person (25% interest) and Anna Stevenson, Trustee of The Anna Stevenson Revocable Trust dated March 19, 1986 (25% interest) and Peggy L. Gonsior, a married person (25% interest) and Kenneth B. Ashworth, a married person (25% interest)

[Signature]
Anna Stevenson, Trustee

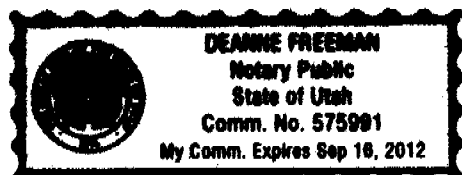
Trust Acknowledgement

THE STATE OF Utah
COUNTY OF Davis

On this 17th day of December, 2008, personally appeared before me Anna Stevenson whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say he/she/they is/are the Trustee (s) of the Anna Stevenson Revocable Trust,

and said documents was signed by him/her/them in behalf of said Trust acknowledged to me that he/she/they, as its Trustee (s), executed the same.

[Signature]
Notary Public in and for Davis County
State of Utah
My Commission Expires 9-16-12



IN WITNESS WHEREOF, Grantor has executed this Right-of-Way and Easement as of the 17 day of December, 2008.

GRANTOR(S):

Susan R. Robinson, a married person (25% interest) and Anna Stevenson, Trustee of The Anna Stevenson Revocable Trust dated March 19, 1986 (25% interest) and Peggy L. Gonshor, a married person (25% interest) and Kenneth B. Ashworth, a married person (25% interest)

Peggy L. Gonshor
Peggy L. Gonshor

Individual Acknowledgement

THE STATE OF Colorado
COUNTY OF Jefferson

BEFORE ME Antonio G. Martinez, a Notary Public in and for said County and State, on this day personally appeared Peggy L. Gonshor, known to me to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same of his/her/their own free will and for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office on this the 17th day of December, 2008.

Antonio G. Martinez
Notary Public in and for Jefferson County
State of Colorado
My Commission Expires 9-24-2012



My Commission Expires 09/24/2012

IN WITNESS WHEREOF, Grantor has executed this Right-of-Way and Easement as of the 18 day of December, 2008.

GRANTOR(S):

Susan R. Robinson, a married person (25% interest) and
Anna Stevenson, Trustee of The Anna Stevenson Revocable Trust
dated March 19, 1986 (25% interest) and
Peggy L. Gonshor, a married person (25% interest) and
Kenneth B. Ashworth, a married person (25% interest)

Kenneth B. Ashworth
Kenneth B. Ashworth

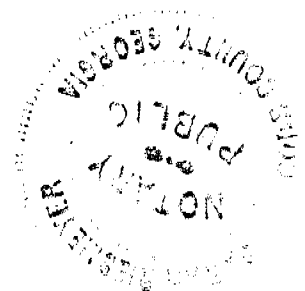
Individual Acknowledgement

THE STATE OF GA
COUNTY OF Cobb

BEFORE ME Jacob Ruesmeyer, a Notary Public in and for said County and State, on this day personally appeared Ken Ashworth, known to me to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same of his/her/their own free will and for the purposes and consideration therein expressed.

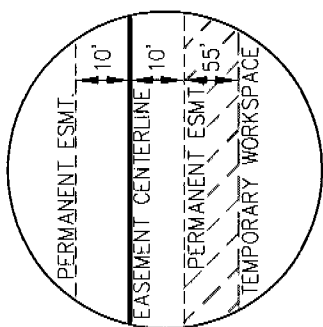
GIVEN under my hand and seal of office on this the 18 day of December 2008.

[Signature]
Notary Public in and for Cobb County
State of Georgia
My Commission Expires 8-7-12



TRACT NO. UT-TO-065.1			
OWNER	STATION TO STATION	FEET - RODS	PERMANENT EASEMENT
SUSAN R. ROBINSON 04-070-0-0009	0+00.00 - 1+40.62	140.62 - 8.52	0.065 ACRES
	-	-	TEMPORARY WORK SPACE
			0.178 ACRES
			ADDITIONAL TEMPORARY WORK SPACE
			N/A ACRES

LINE	BEARING	DISTANCE
L1	N 88°41'24" W	140.62'



EASEMENT DETAIL
N.T.S.

SECTION 35
T1S, R4W S.L.B. & M.

GRANTOR TIE AS DESCRIBED IN QUIT-CLAIM DEED,
ENTRY #252367, DATED DECEMBER, 22 2005

1/4 CORNER
SEC. 35 | SEC. 36
T1S, R4W
3" BRASS CAP
IN CONCRETE BLOCK
1983

S 00°00'00" E
132.00' (R)

N 90°00'00" W 976.80' (R)

PHEASANT LANE

L1

P.O.T.
1+40.62

P.O.B.
0+00.00

(SURVEY TIE)
N 79°48'00" E 849.65'

CARY E. TRATOS

SKULL VALLEY COMPANY LTD.

SKULL VALLEY COMPANY LTD.

20.00'
PERMANENT
EASEMENT

BEAVER CREEK
INVESTMENTS, ETAL

SEE SHEET
2 OF 2 FOR
DETAIL

55.00'
TEMPORARY
WORKSPACE

C/O BURR WOLFF, LP

SADDLEBACK BLVD.

C/O BURR WOLFF, LP

S 20°50'38" E 2659.30'
(SURVEY TIE)

S 00°39'54" W 2632.68'
(BASIS OF BEARINGS)

SECTION LINE
(TYPICAL)

S 89°04'56" E 2639.22'

TOWNSHIP 1 SOUTH
TOWNSHIP 2 SOUTH

S 00°39'54" W
305.00'

1/4 CORNER
T1S, R4W
SEC. 35
SEC. 2
T2S
3" BRASS CAP
IN CONCRETE BLOCK
1983

W.C. CORNER
T1S, R4W
SEC. 35 | SEC. 36
SEC. 2 | SEC. 1
T2S
3" BRASS CAP
IN CONCRETE BLOCK
1983

PERMANENT EASEMENT DESCRIPTION

A 20.00 FOOT WIDE PERMANENT EASEMENT ACROSS A PARCEL OF LAND DESCRIBED IN QUIT-CLAIM DEED TO SUSAN R. ROBINSON AND RECORDED IN ENTRY #252367, IN THE OFFICE OF THE TOOELE COUNTY RECORDER, LOCATED IN SOUTHEAST ONE-QUARTER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 4 WEST OF THE S.L.B. & M., COUNTY OF TOOELE, STATE OF UTAH. SAID 20.00 FOOT WIDE EASEMENT BEING BOUNDED WITHIN THE LANDS OWNED BY THE PARTIES NAMED HEREON.

NOTES:

1. THE PROPERTY LINES DEPICTED HEREON ARE APPROXIMATE. THEY ARE BASED UPON RECORD DESCRIPTIONS, DIGITIZED ASSESSOR MAPS AND OTHER DATA. THIS EXHIBIT A IS NOT TO BE RELIED UPON FOR THE ESTABLISHMENT OF FENCES, FUTURE IMPROVEMENTS, OR CONVEYANCES.
2. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE BASED UPON UTM 12, NAD 83 GRID.
3. THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THE PARCEL(S) SHOWN HEREON BEING SUBJECT TO ANY AND ALL EASEMENTS RIGHTS OF WAY, VARIANCES OR AGREEMENTS OF RECORD.

LEGEND

- MONUMENT FOUND AS DESCRIBED
- CALCULATED CORNER POSITION
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINUS
- FOUND FENCE CORNER
- (R) RECORD INFORMATION

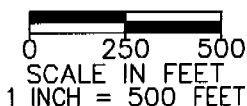


EXHIBIT A
SUSAN R. ROBINSON
04-070-0-0009
SECTION 35, TOWNSHIP 1 SOUTH,
RANGE 4 WEST OF THE S.L.B. & M.

DRAWN BY: BLB REV: 12/15/08 DATE: 07/08/08
SHEET: 1 OF 2 TOOELE COUNTY, UTAH



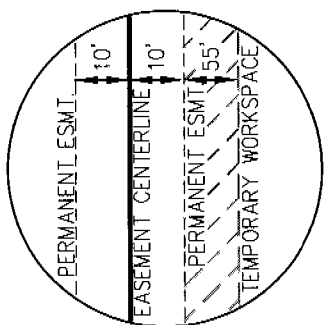
34 VAN GORDON ST., STE. 200,
LAKEWOOD, CO 80228
303-296-9845

DRAWING NUMBER
UT-TO-065.1

TRACT NO. UT-T0-065.1

OWNER	STATION TO STATION	FEET - RODS	PERMANENT EASEMENT	0.065 ACRES
SUSAN R. ROBINSON 04-070-0-0009	0+00.00 - 1+40.62	140.62 - 8.52	TEMPORARY WORK SPACE	0.178 ACRES
	-	-	ADDITIONAL TEMPORARY WORK SPACE	N/A ACRES

LINE	BEARING	DISTANCE
L1	N 88°41'24" W	140.62'



GRANTOR TIE AS DESCRIBED IN QUIT-CLAIM DEED, ENTRY #252367, DATED DECEMBER, 22 2005

1/4 CORNER
SEC. 35 | SEC. 36
T1S, R4W
3" BRASS CAP
IN CONCRETE BLOCK
1983

S 00°00'00" E
132.00' (R)

N 90°00'00" W 976.80' (R)

L1

PHEASANT LANE

P.O.T.
1+40.62

P.O.B.
0+00.00

20.00'
PERMANENT
EASEMENT

55.00'
TEMPORARY
WORKSPACE

CARY E. TRATOS

SKULL VALLEY COMPANY LTD.

BEAVER CREEK
INVESTMENTS, ETAL

SADDLEBACK BLVD.

LEGEND

- MONUMENT FOUND AS DESCRIBED
- CALCULATED CORNER POSITION
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINUS
- FOUND FENCE CORNER
- RECORD INFORMATION

0 125 250
SCALE IN FEET
1 INCH = 250 FEET



EXHIBIT A
SUSAN R. ROBINSON
04-070-0-0009
SECTION 35, TOWNSHIP 1 SOUTH,
RANGE 4 WEST OF THE S.L.B. & M.

DRAWN BY: BLB REV: 12/15/08 DATE: 07/08/08
SHEET: 2 OF 2 TOOELE COUNTY, UTAH



34 VAN GORDON ST., STE. 200,
LAKEWOOD, CO 80228
303-298-9645

DRAWING NUMBER
UT-T0-065.1