

RETURNED  
FEB 04 2009

2421260  
BK 4706 PG 1558

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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

E 2421260 B 4706 P 1558-1562  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
02/04/2009 02:47 PM  
FEE \$19.00 Pgs: 5  
DEP RT REC'D FOR PACIFIC PIPELINES  
SYSTEMS LLC

08-053 - 00 65,0066, 0067

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

County:  
APN:

#### GRANT OF EASEMENT

IN CONSIDERATION OF the sum of one dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, **DAUFUSKIE INVESTMENTS II, L. C.** and **STATION PARK, LLC** having a mailing address of 3379 Tatanka Trail, Park City UT 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 & B" attached hereto (the "Premises") to lay, construct, operate, maintain, repair, inspect, patrol (including aerial patrol), alter, relocate, remove, replace, and repair (a) a pipeline for the transportation of oil, gas, water, and any product or by-product thereof, 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". 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 20 feet (20) in width with an additional 50 feet (50) 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 the design drawing number 1, dated 12/30/08, to the extent site conditions will reasonably allow.

3. Nothing herein shall be construed to prevent Grantor or his successors in title from constructing streets, parking lots, sidewalks, phone or fiber optic lines, water lines gas mains, sanitary or storm sewers, landscaping or any other non permanent vertical structure or related improvements across or on the easement granted, but in no case permit any permanent vertical structure or building within said 20 foot wide easement, provided that such installations are made in such a manner as to not unreasonably interfere with the construction, maintenance or operation of the Grantee pipelines or appurtenances, and provided further that the plans, specifications, and method of construction thereof shall be first submitted to Grantee or its successors for its approval which shall not be unreasonably withheld. After forty-five (45) days from the submitted written request for approval from Grantor by Grantee, said plans shall be deemed approved unless otherwise reasonably disapproved in writing by Grantee.

4. This grant shall include the right of ingress to and egress from the Easement as needed to construct, repair and replace improvements on the Easement.

5. This grant shall be perpetual unto the Grantee unless Grantee records a quit claim 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.

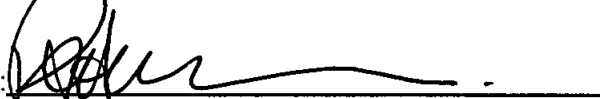
6. Each of the undersigned represents, covenants and warrants that they own all of the fee title to the Premises, free and clear of any liens and encumbrances not shown in the public real estate records that could materially and adversely affect this grant, and that each has the right and authority to 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. This easement is subject to the permanent vacation of Grantee's other easements within Grantor's property and the removal of all pipe within the previous easement by 6/1/09.

EXECUTED THIS 20 day of January, 2009.

GRANTOR

By: 

Richard A. Haws, Manager & Authorized Representative

State of Utah )  
County of DAVALS )

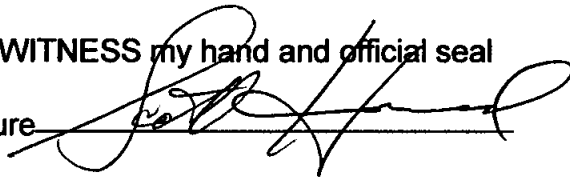
On 1/20/09 before me, SCOTT HARWOOD,

personally appeared RICHARD A. LAWS

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.

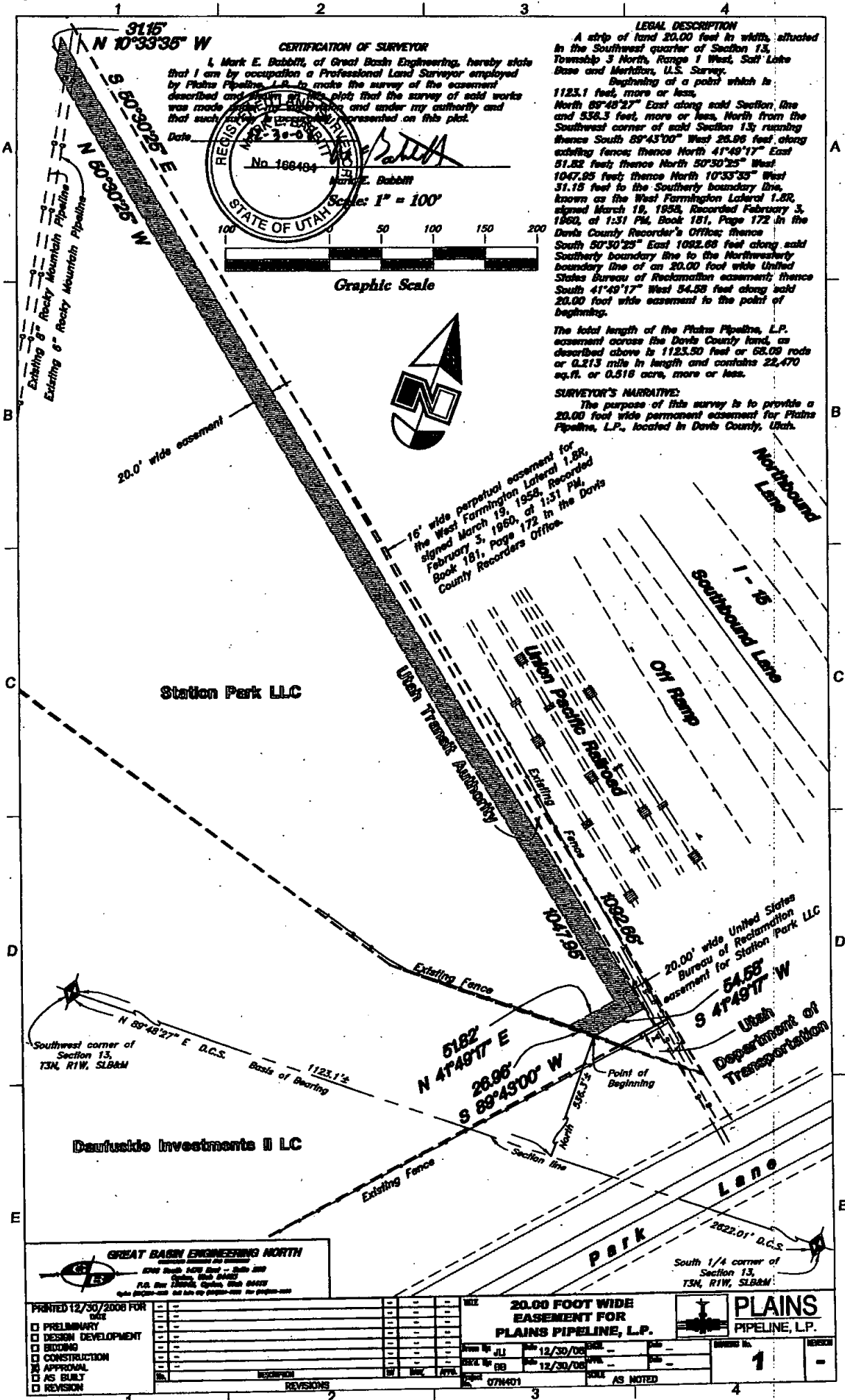
WITNESS my hand and official seal

Signature





"EXHIBIT B"



**GREAT BASIN ENGINEERING NORTH**  
 6700 South 1400 East - Suite 100  
 Provo, Utah 84606  
 P.O. Box 122000, Ogden, Utah 84402  
 Phone (801) 466-1000 Fax (801) 466-1001

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PRELIMINARY  
 DESIGN DEVELOPMENT  
 BIDDING  
 CONSTRUCTION  
 APPROVAL  
 AS BUILT  
 REVISION

NO.	DESCRIPTION	BY	CHK	APPV	DATE

**20.00 FOOT WIDE EASEMENT FOR PLAINS PIPELINE, L.P.**

DATE: 12/30/08  
 SCALE: AS NOTED

**PLAINS PIPELINE, L.P.**

PROJECT NO. 1