

RECORDING REQUESTED BY
Rocky Mountain Pipeline System LLC

WHEN RECORDED MAIL TO

NAME Rocky Mountain Pipeline System LLC

MAILING 1575 Highway 150 South, #E
ADDRESS

CITY, STATE Evanston WY
ZIPCODE 82930

Ent 123636 Bk 292 P 839
Date: 27-JUL-2011 2:39:21PM
Fee: \$61.00 Check
Filed By: BDN
BRENDA NELSON, Recorder
MORGAN COUNTY
For: WILLIAMS & HUNT

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

RMPL Tract #: 3480-A-0222.05A SERIAL #: 01-005-062 APN: 00-0002-6391 County: Morgan
RMPL Tract #: 3480-A-0222.05B SERIAL #: 01-005-062 APN: 00-0002-6391 County: Morgan
RMPL Tract #: 3480-A-0222.10 SERIAL #: 01-005-061 APN: 00-0002-6375 County: Morgan
RMPL Tract #: 3480-A-0222.15 SERIAL #: 01-005-059 APN: 00-0002-6392 County: Morgan
RMPL Tract #: 3480-A-0222.20 SERIAL #: 01-005-060 APN: 00-0002-6359 County: Morgan

Amendment of Right of Way Contract

WHEREAS Gailey Ranch, L.L.C., a Utah Liability Company whose address is 5217 South State Street, 53 Park Plaza, Suite 400, Salt Lake City, UT 84107, and Sinclair Real Estate Company, a Wyoming Corporation, successor in interest to Sinclair Oil Corporation, a Wyoming Corporation having a mailing address of P.O. Box 30825, Salt Lake City, UT 84130-0825 hereinafter referred to as "Grantor" (whether one or more) are the owners of land and improvements located in Morgan County, State of Utah, parcel numbers 00-0002-6334, 00-0002-6805, 01-0002-6227, 00-0002-6185, 00-0002-6375, 00-0002-6391; and,

WHEREAS, ROCKY MOUNTAIN PIPELINE SYSTEM LLC, a Delaware Limited Liability Company its successors and assigns, hereinafter referred to as "Grantee", is the successor in interest to Utah Oil Refining Company with respect to a pipeline right of way contract (the "Original ROW") granted by John R. Gailey to Grantee on 19 September 1939 recorded in Morgan County as Entry No. 19163, in Book Misc. 2 at Page 261; and,

WHEREAS, Grantor is the successor in interest to John R. Gailey as a property owner; and

WHEREAS, Grantor and Grantee hereby acknowledge that the Original ROW was a blanket right of way that on Grantor's land; and,

WHEREAS, Grantor and Grantee desire that the pipeline(s) within the blanket right of way be defined as described below, that Grantee shall narrow and re-define the blanket right of way described above and that Grantor shall grant to Grantee an easement as described below; and,

WHEREAS, Grantee has the right of eminent domain to condemn the additional pipeline and easements ,

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of the parties hereto and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged the PARTIES hereto agree to amend the Original ROW as follows ("Amended ROW"):

Grantor hereby grants and conveys unto Grantee, its successors and assigns an amended easement (hereinafter the "Amended ROW") on, over, under, along and across that certain real property described on "Exhibit A" attached hereto (the "Premises" and/or the "Easement Area") to lay, construct, operate, maintain, repair, inspect, patrol (including aerial patrol), alter relocate, remove, replace, and repair two (2) pipelines 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 hereinafter 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 on the attached Exhibit A attached hereto and made a part hereof. The blanket right-of-way contained in the Original ROW is hereby released and any interest therein, excepting interests under this Amendment in the real property specifically described in attached Exhibit A, is hereby released by Grantee and reconveyed to Grantor.

This grant is subject to the following:

1. Grantee shall:
 - (a) Compensate Grantor for any damage done to any buildings, fences, roadways and as a 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) Defend, indemnify and hold harmless the Grantor, its affiliates, officers, shareholders, employees, agents and invitees from all liabilities, damages, and claims arising from Grantee's activities on or relating to the Easement (including without limitation any costs, including the costs of litigation,

liabilities, damages and claims arising from spills, leaks or other releases from the Pipeline, its maintenance or operation whether at law or in equity), except to the extent any such liabilities, damages, or claims arise as a result of the gross negligence of Grantor, its affiliates, or their officers, agents, employees, contractors, subcontractors or invitees their assigns or successors in interest.

(d) As soon as reasonably possible after completion of any excavation and/or other construction activity, including but not limited to removal of all or a portion of the pipeline under paragraph 5 below, fully remediate (including removal of contaminated soil) and restore the Premises as nearly as practical to the condition that existed prior to Grantee's activities.

(e) The provisions of this paragraph 1 shall survive the expiration of this Easement Grant.

2. The Pipelines and any other property installed or constructed on the Easement shall be laid or constructed within a strip of land 20 feet in width, it being understood that the Easement will generally follow the alignment depicted on Exhibit "A", attached and made a part hereof.
3. Nothing herein shall be construed to prevent Grantor or his successors in title from constructing streets, sidewalks, phone or fiber optic lines, water lines, gas mains, sanitary or storm sewers or other such Grantor's improvements, across the Easement herein granted, provided that such installations are made in such a manner as not to unreasonably interfere with the construction, maintenance or operation of Grantee's pipeline or appurtenances, and provided further that the plans, specifications and methods of construction thereof shall be first submitted to Grantee or its successor for its approval which shall not be unreasonably withheld. If Grantor is unreasonably burdened in its efforts to construct such future Grantor's improvements described herein, by Grantee's Pipeline or appurtenances, Grantee shall at Grantee's sole cost and expense relocate Grantee's pipeline or appurtenances to a location that will limit the burden on Grantor, Grantee shall be allowed up to two (2) years from time of written notice of needed relocation to perform this movement so as to provide adequate time for planning and budgeting. In the event relocation is required, Grantor shall use reasonable efforts to furnish Grantee with suitable right of way for the relocation at another location on Grantor's property to which the pipeline is to be relocated.
4. This grant shall include the right of reasonable ingress and egress to and from the Easement along existing roads or rights of way or other such access points to construct, repair and replace Grantee's improvements on the Easement.
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 or if for a period of five (5) or more years Grantee shall cease to use its pipeline contained within the Easement Area then this Easement Grant shall expire without further action of Grantee, its successors or assigns. Grantee may assign the Easement and all rights herein granted, either in whole or in part, subject to the

terms of the grant. Upon or at any time after the expiration of this Easement Grant as provided above, Grantee shall, if requested in writing by Grantor (or either of them), and at Grantee's sole cost and expense, remove and remediate any portion of the pipeline(s) that actually interferes with the future development of the property (such as interference with the construction of abutments for a bridge across the Weber River to provide access to the property) or that poses an imminent or potential environmental or health hazard or risk. Should Grantee fail to do so, and should Grantor, (or either of them) thereafter be required to remove and remediate all or part of the pipeline, Grantor shall perform such removal and remediation work at the expense of Grantee, and Grantee shall reimburse the expense to the entitled Grantor upon demand. The provisions of this paragraph shall survive the expiration of the Easement Grant.

6. To the best of the undersigned's knowledge, the undersigned represent that they own all of the fee interest in the land encumbered by this Easement Grant
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 two-thirds (2/3) of any payment due hereunder shall be due and payable to Gailey Ranch. L.L.C. and that one-third (1/3) of any payment due hereunder shall be due and payable to Sinclair Real Estate Company.
9. Section 1445 Certification: Under penalties of perjury, the undersigned Grantor(s) hereby certifies that it (they) is (are) not a nonresident alien, foreign corporation, foreign partnership, foreign trust or foreign estate for the purposes of U.S. income taxation.

The provisions hereof shall extend to, be binding upon, and inure to the benefit of the parties hereto, their respective percent of ownership successors and assigns.

This Amended ROW supersedes any conflicting provisions of the Original ROW, but otherwise the Original ROW remains fully enforceable according to its terms.

EXECUTED THIS 20th day of July, 2011.

GRANTOR

Sinclair Real Estate Company, successor in interest to Sinclair Oil Corporation, a Wyoming corporation

By [Signature], PRESIDENT

SL

State of UTAH)
County of SALT LAKE)

On 7/20/11 before me, TRUDY G. CASE
personally appeared STEPHEN HOLDING, PRESIDENT OF GRANTOR
personally known to me (or 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.

WITNESS my hand and official seal

Signature [Signature: Trudy G. Case]



EXECUTED THIS 8th day of June, 2011.

GRANTOR

Gailey Ranch, L.L.C., a Utah Liability Company

Peter Hicks

By

State of Massachusetts)

County of Norfolk)

On June 8th 2011 before me, Julie T. Scolastico
personally appeared Peter R Hicks

personally known to me (or 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.

WITNESS my hand and official seal

Signature *Julie T. Scolastico*

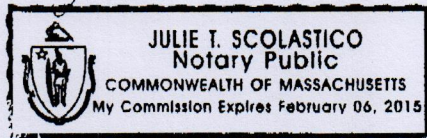
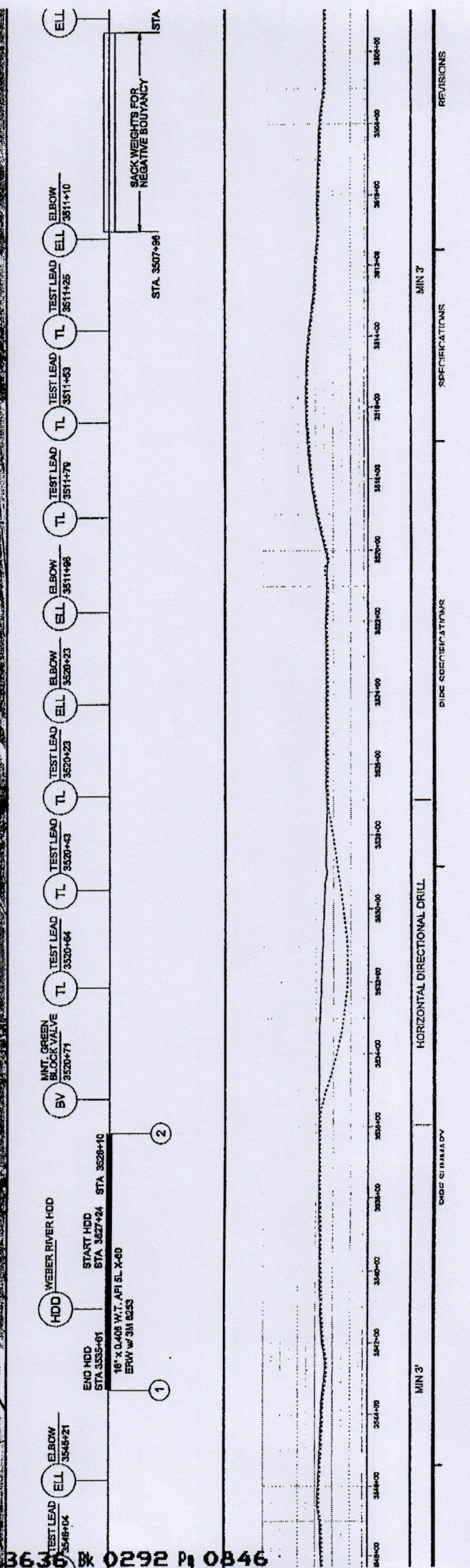
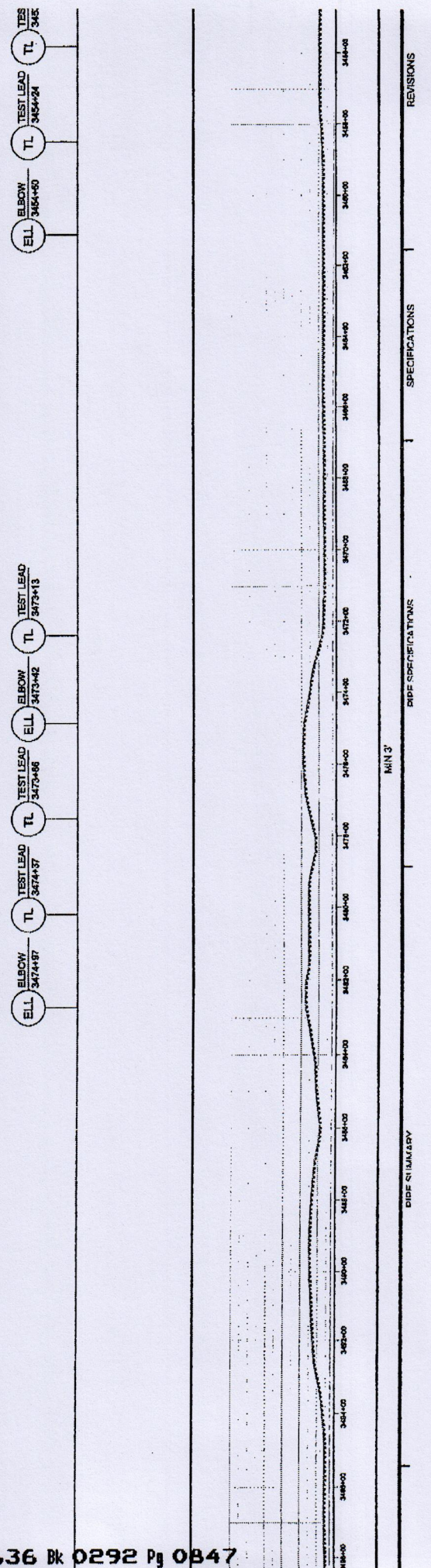
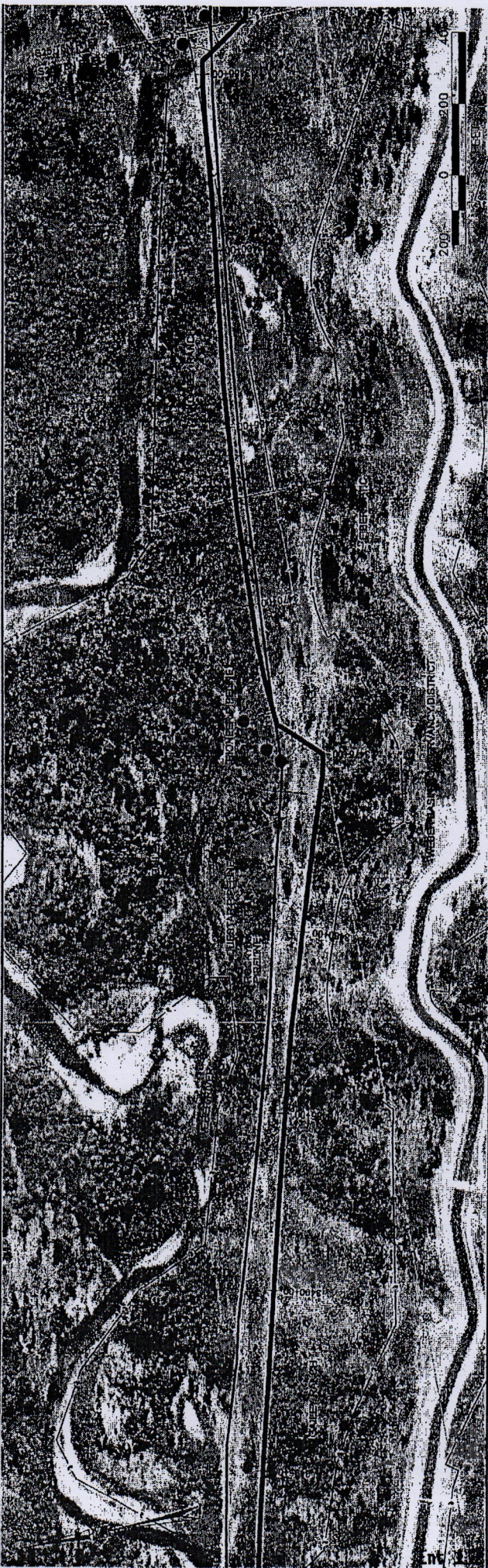


EXHIBIT A

PI 0* RT	STA. 3547+12	N 3574000 E 1540940
PI 23* RT	STA. 3546+57	N 3574028 E 1540932
PI 1* LT	STA. 3546+04	N 3574062 E 1540928
DIRT ROAD	STA. 3545+00	N 3574062 E 1540928
PI 32* LT	STA. 3545+21	N 3574118 E 1540992
QUESTAR PIPELINE	STA. 3542+01	N 3574180 E 1550359
PI 6* RT	STA. 3541+50	N 3574180 E 1550359
PI 1* LT	STA. 3538+27	N 3574260 E 1550671
PI 3* LT	STA. 3537+06	N 3574288 E 1550789
PI 2* LT	STA. 3536+23	N 3574306 E 1550874
PI 28* LT	STA. 3536+67	N 3574314 E 1550936
RAILROAD	STA. 3533+52	N 3574314 E 1550936
PI 1* RT	STA. 3533+24	N 3574243 E 1551157
PI 1* RT	STA. 3530+24	N 3574151 E 1551445
PI 1* RT	STA. 3529+58	N 3574151 E 1551445
WEBER RIVER	STA. 3527+84	N 3574090 E 1551675
PI 4* LT	STA. 3529+94	N 3574050 E 1551789
PI 1* LT	STA. 3520+71	N 3573601 E 1552242
FIBER OPTIC	STA. 3520+64	N 3573601 E 1552242
DIRT ROAD	STA. 3520+54	N 3573601 E 1552242
PIONEER PIPELINE	STA. 3520+43	N 3573601 E 1552242
ROCKY MOUNTAIN PIPELINE	STA. 3520+28	N 3573601 E 1552242
QUESTAR PIPELINE	STA. 3519+70	N 3573748 E 1552388
PI 6* RT	STA. 3519+70	N 3573748 E 1552388
PI 14* RT	STA. 3518+97	N 3573735 E 1552489
PI 1* RT	STA. 3518+23	N 3573745 E 1552542
PI 17* LT	STA. 3516+76	N 3573769 E 1552608
PI 2* LT	STA. 3516+46	N 3573765 E 1552718
PI 12* LT	STA. 3515+08	N 3573744 E 1552833
PI 4* LT	STA. 3514+33	N 3573744 E 1552833
PI 1* LT	STA. 3513+43	N 3573718 E 1552924
PI 1* LT	STA. 3512+55	N 3573643 E 1553088
PI 1* LT	STA. 3511+96	N 3573617 E 1553139
DIRT ROAD	STA. 3511+80	N 3573617 E 1553139
FIBER OPTIC	STA. 3511+79	N 3573617 E 1553139
PIONEER PIPELINE	STA. 3511+53	N 3573617 E 1553139
QUESTAR PIPELINE	STA. 3511+25	N 3573617 E 1553139
ROCKY MOUNTAIN PIPELINE	STA. 3511+10	N 3573617 E 1553139
PI 86* LT	STA. 3509+63	N 3573624 E 1553312
PI 1* RT	STA. 3509+18	N 3573624 E 1553312
CREEK	STA. 3507+23	N 3573548 E 1553487
PI 2* RT	STA. 3507+23	N 3573548 E 1553487
PI 2* RT	STA. 3505+41	N 3573447 E 1553896
PI 3* RT	STA. 3504+19	N 3573404 E 1553809
PI 1* LT	STA. 3501+59	N 3573309 E 1554051
PI 41* LT	STA. 3501+41	N 3573309 E 1554051



PI 1* LT	STA. 3486+31	N 3573078 E 1554477
PI 1* LT	STA. 3486+88	N 3572838 E 1555390
PI 3* LT	STA. 3482+68	N 3572727 E 1555784
PI 1* LT	STA. 3477+40	N 3572660 E 1556295
PI 7* RT	STA. 3475+54	N 3572487 E 1556470
PI 6* RT	STA. 3474+97	N 3572485 E 1556526
PI 4* LT	STA. 3474+76	STA. 3474+76
PI 3* LT	STA. 3474+37	STA. 3474+37
PI 4* LT	STA. 3473+90	STA. 3473+90
PI 40* LT	STA. 3473+42	N 3572698 E 1556632
PI 3* LT	STA. 3473+17	N 3572601 E 1556657
PI 3* LT	STA. 3473+13	STA. 3473+13
PI 4* LT	STA. 3472+22	STA. 3472+22
PI 3* LT	STA. 3471+02	N 3572608 E 1556752
PI 3* LT	STA. 3471+02	N 3572608 E 1556971
PI 3* LT	STA. 3467+98	N 3572582 E 1557239
PI 3* LT	STA. 3463+73	N 3572558 E 1557598
PI 2* RT	STA. 3458+27	N 3572482 E 1559190
PI 2* LT	STA. 3458+45	N 3572484 E 1559320
PI 3* LT	STA. 3455+28	N 3572448 E 1558438
PI 4* LT	STA. 3454+80	N 3572438 E 1558503
PI 4* LT	STA. 3454+24	STA. 3454+24
PI 4* LT	STA. 3453+96	STA. 3453+96





CONSULTING ENGINEERS

AND LAND SURVEYORS

GREAT BASIN ENGINEERING - NORTH

P.O. Box 150048 •
Ogden, Utah 84415
(801) 394-4515 • (801) 521-0222 •
Fax (801) 392-7544

October 8, 2009
Revised December 15, 2009

20.00 foot wide Permanent Easement

Rocky Mountain Pipeline System, LLC.

A strip of land 20.00 feet in width, situated in the South half of Section 26, the Southeast quarter of Section 27 and the North half of Section 35, Township 5 North, Range 1 East, Salt Lake Base and Meridian, Morgan County, Utah; being 10.00 feet each side of the following described center of a 8-inch diameter pipeline as originally constructed:

Beginning at the South quarter corner of Section 27, Township 5 North, Range 1 East, Salt Lake Base and Meridian, a found 1952 BLM Brass Cap, 1,530.89 feet North $37^{\circ}23'50''$ East to the true point of beginning on the Westerly line of the Grantor's property (the Section line bearing North $89^{\circ}49'24''$ West between the South quarter corner and the Southeast of said Section 27 was used as the basis of bearings): and running thence the following ten (10) courses along said centerline of a 8-inch diameter pipeline as original easement: North $85^{\circ}38'27''$ East 109.96 feet; South $84^{\circ}24'43''$ East 22.07 feet; North $81^{\circ}27'04''$ East 111.79 feet; North $85^{\circ}01'40''$ East 269.00 feet; North $81^{\circ}25'46''$ East 46.62 feet; North $86^{\circ}43'05''$ East 47.78 feet; North $83^{\circ}31'30''$ East 437.40 feet; North $79^{\circ}20'20''$ East 76.54 feet; North $75^{\circ}30'23''$ East 43.54 feet and North $79^{\circ}09'21''$ East 32.47 feet, more or less, to the Easterly line of the Grantor's property; with said point of terminus of said centerline lies 2,512.66 feet, more or less, North $57^{\circ}25'59''$ East from the South quarter corner of Section 27, Township 5 North, Range 1 East, Salt Lake Base and Meridian.

Together with:

Beginning at the South quarter corner of Section 27; Township 5 North, Range 1 East, Salt Lake Base and Meridian, a found 1952 BLM Brass Cap, which is 2,640.94 feet North $60^{\circ}13'04''$ East to the true point of beginning on the Northerly line of the Grantor's property (the Section line bearing North $89^{\circ}49'24''$ West between the South quarter corner and

the Southeast of said Section 27 was used as the basis of bearings): and running thence the following twenty-five (25) courses along said centerline of a 8-inch diameter pipeline as original easement: South 64°07'28" East 160.91 feet; South 61°56'35" East 428.86 feet; South 65°43'55" East 78.79 feet; South 67°24'39" East 164.14 feet; South 69°21'30" East 336.59 feet; South 70°31'08 East 171.73 feet; South 74°17'45" East 174.09 feet; South 78°22'05" East 381.57 feet; South 71°44'26" East 236.45 feet; South 72°54'26" East 237.86 feet; South 73°21'52" East 315.72 feet; South 73°41'54" East 445.60 feet; South 73°12'02" East 246.83 feet; South 79°57'49" East 157.00 feet; South 84°05'06" East 104.65 feet; South 67°48'59" East 148.77 feet; South 72°51'50" East 70.11 feet; North 89°40'27" East 83.01 feet; North 87°13'32" East 128.68 feet; South 85°53'10" East 489.05 feet; South 85°34'44" East 89.87 feet; South 83°48'16" East 310.31 feet; South 82°53'24" East 308.48 feet; South 82°39'09" East 418.41 feet and South 80°19'58" East 192.24 feet, more or less, to the Easterly line of the Grantor's property, with said point of terminus of said centerline lies 85.90 feet South from the Southeast corner of Section 26, Township 5 North, Range 1 East, Salt Lake Base and Meridian.

Note:

The sidelines of said 20.00 foot wide permanent easement to be extended or shortened to meet at angle points and to terminate at the Grantor's Northerly, Easterly and Westerly property line.

The total length of the Rocky Mountain Pipeline System, LLC. Easement across the Gailey Ranch LLC/Sinclair Real Estate Company land, as described above is 7,077 feet or 428.91 rods or 1.34 miles in length and contains 141,538 sq. ft or 3.249 acres, more or less.



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GREAT BASIN ENGINEERING - NORTH

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Ogden, Utah 84415
(801) 394-4515 • (801) 521-0222 •
Fax (801) 392-7544

August 4, 2009
Revised December 15, 2009

20.0 foot wide Permanent Easement

Plains Pipeline, L.P.

A strip of land 20.00 feet in width, situated in the South half of Section 26, the Southeast quarter of Section 27 and the North half of Section 35, Township 5 North, Range 1 East, Salt Lake Base and Meridian, Morgan County, Utah; being 10.0 feet each side of the following described centerline:

Beginning at the South quarter corner of Section 27, Township 5 North, Range 1 East, Salt Lake Base and Meridian, a found 1952 BLM Brass Cap, 1,879.24 feet North 29°39'14" East to the true point of beginning (the Section line bearing North 89°49'24" West between the South quarter corner and the Southeast of said Section 27 was used as the basis of bearings): and running twenty-nine (29) courses along the centerline of a 16" diameter pipeline as follows: South 73°01'34" East 172.29 feet; South 69°31'05" East 543.82 feet; South 41°59'19" East 157.75 feet; South 73°32'43" East 81.45 feet; South 81°48'28" East 44.42 feet; North 80°59'25" East 221.26 feet; South 81°18'49" East 166.92 feet; South 69°28'17" East 75.57 feet; South 64°58'40" East 237.53 feet; North 29°37'03" East 85.41 feet; South 62°41'23" East 188.44 feet to a point on a non-tangent curve; Southeasterly along the arc of a 3,989.09 foot radius curve to the left a distance of 502.46 feet (Center bears North 27°09'59" East, Central angle equals 7°13'01" and long chord bears South 66°26'31" East 502.13 feet); South 68°33'38" East 260.10 feet; South 43°17'25" East 1.90 feet to a point on a non-tangent curve; Southeasterly along the arc of a 2,194.80 foot radius curve to the right a distance of 159.43 feet (Center bears South 62°36'40" West, Central angle equals 4°09'43" and long chord bears South 25°18'28" East 159.40 feet); South 60°43'07" East 2.45 feet to a point on a non-tangent curve; Southeasterly along the arc of a 38,394.35 foot radius curve to the right a distance of 1,379.59 feet (Center bears South 13°22'32" West, Central angle equals 2°03'32" and long chord bears South 75°35'42" East 1,379.52 feet); South 75°28'36" East 180.88 feet;

South 72°41'14" East 305.96 feet; South 71°11'27" East 575.31 feet; South 76°14'26" East 47.22 feet; North 87°19'21" East 12.84 feet; North 42°21'48" East 149.40 feet; North 69°12'50" East 6.71 feet; North 85°47'08" East 115.93 feet to a point on a non-tangent curve; Southeasterly along the arc of a 7,607.20 foot radius curve to the right a distance of 1,151.90 feet (Center bears South 0°07'02" West, Central angle equals 8°40'33" and long chord bears South 85°32'42" East 1,150.80 feet) to a point on a non-tangent curve; Southeasterly along the arc of a 5,173.81 foot radius curve to the left a distance of 421.32 feet (Center bears North 9°47'26" East, Central angle equals 4°39'57" and long chord bears South 82°32'32" East 421.20 feet) to a point on a non-tangent curve; Southeasterly along the arc of a 1,899.53 foot radius curve to the right a distance of 188.81 feet (Center bears South 5°37'45" West, Central angle equals 5°41'42" and long chord bears South 81°31'24" East 188.73 feet); South 32°37'31" East 150.63 feet to the point of terminus of said centerline, said point lies 171.24 feet South from the Southwest corner of Section 26, Township 5 North, Range 1 East, Salt Lake Base and Meridian, a found 1952 BLM Brass Cap.

Note:

The sidelines of said 20.0 foot wide permanent easement to be extended or shortened to meet at angle points and to terminate at the Grantor's Westerly and Easterly property line.

The total length of the Plains pipeline, L.P. easement across the Gailey Ranch LLC/Sinclair Real Estate Company land, as described above is 7,588 feet or 459.88 rods or 1.44 miles in length and contains 151,753 sq. ft or 3.484 acres, more or less.



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October 30, 2009
Revised December 15, 2009

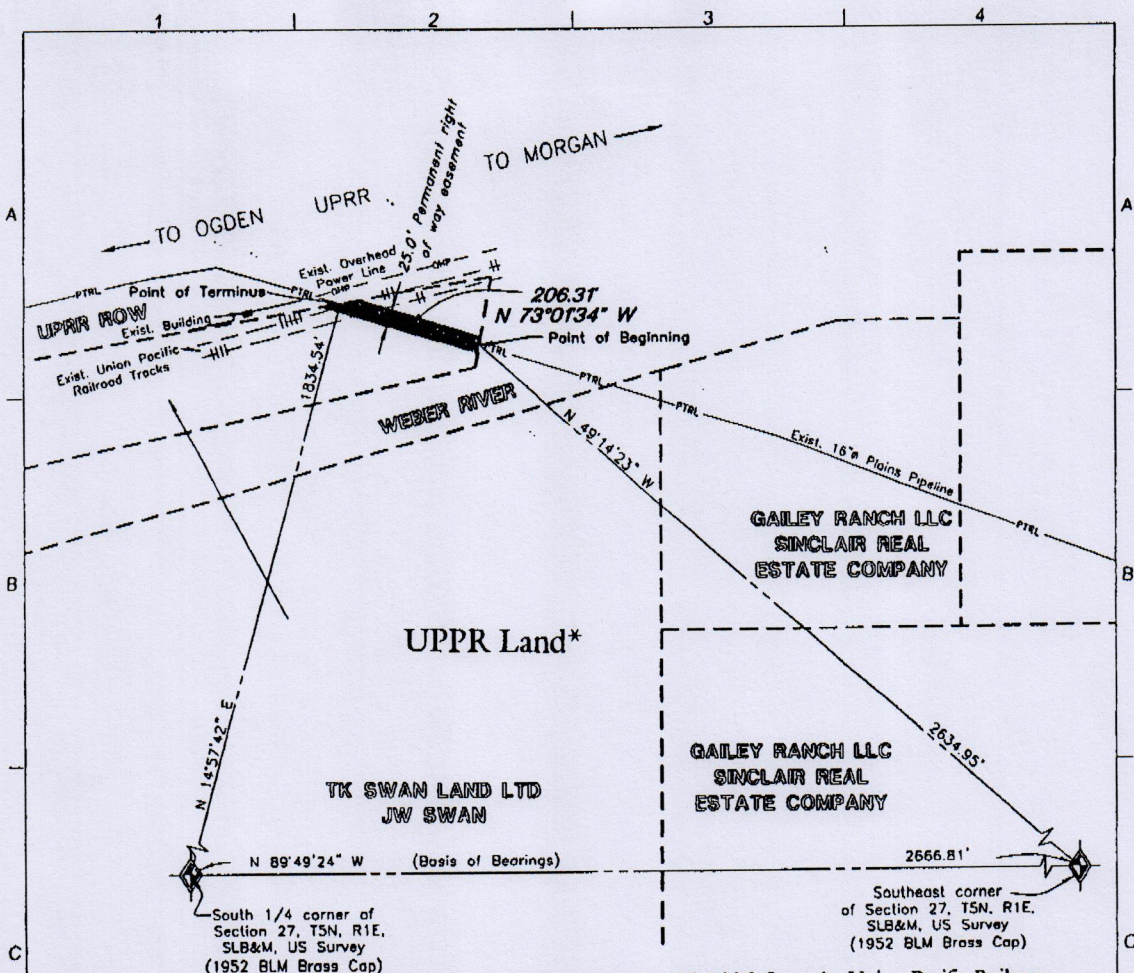
Access Road and Block Valve Easement

Gailey Ranch LLC., Sinclair Real Estate Company

A strip of land situated in the Southeast quarter of Section 27, Township 5 North, Range 1 East, Salt Lake Base and Meridian, Morgan County, Utah:

Beginning at the South Quarter corner of Section 27, Township 5 North, Range 1 East, Salt Lake Base and Meridian, a found 1952 BLM Brass Cap, 1416.43 feet North $41^{\circ}01'38''$ East to the true point of beginning (the Section line bearing North $89^{\circ}49'24''$ West between the South quarter corner and the Southeast of said Section 27 was used as the basis of bearings): and running thence North 34.91 feet to a point on a non-tangent curve; thence Northeasterly along the arc of a 157.30 foot radius curve to the left a distance of 114.47 feet (Center bears North $21^{\circ}00'13''$ West, Central angle equals $41^{\circ}41'41''$ and Long Chord bears North $48^{\circ}08'56''$ East 111.96 feet); thence North $26^{\circ}06'13''$ East 24.56 feet; thence South $87^{\circ}40'39''$ West 94.28 feet; thence North 33.03 feet; thence North $87^{\circ}40'39''$ East 110.81 feet; thence North $26^{\circ}06'13''$ East 15.88 feet to a point on a non-tangent curve; thence Northeasterly along the arc of a 92.98 foot radius curve to the right a distance of 70.98 feet (Center bears South $44^{\circ}36'06''$ East, Central angle equals $43^{\circ}44'11''$ and Long Chord bears North $67^{\circ}15'59''$ East 69.27 feet); thence North $85^{\circ}57'47''$ East 73.53 feet; thence North $88^{\circ}17'27''$ East 175.25 feet; thence South $89^{\circ}45'27''$ East 88.87 feet; thence North $86^{\circ}40'20''$ East 42.66 feet; thence North $89^{\circ}24'13''$ East 81.34 feet to a point on a non-tangent curve; thence Northeasterly along the arc of a 189.27 foot radius curve to the left a distance of 41.70 feet (Center bears North $10^{\circ}31'44''$ West, Central angle equals $12^{\circ}37'22''$ and Long Chord bears North $73^{\circ}09'35''$ East 41.61 feet) to a point on a non-tangent curve; thence Northwesterly along the arc of a 14.83 foot radius curve to the left a distance of 8.69 feet (Center bears North $80^{\circ}48'38''$ West, Central angle equals $33^{\circ}34'01''$ and Long Chord bears North $7^{\circ}35'38''$ West 8.56 feet); thence North $34^{\circ}24'01''$ West 72.30 feet to a point on a non-

tangent curve; thence Northwesterly along the arc of a 186.68 foot radius curve to the left a distance of 11.49 feet (Center bears South 34°45'41" West, Central angle equals 3°31'39" and Long Chord bears North 57°00'08" West 11.49 feet); thence North 70°38'40" West 53.56 feet; thence North 21°59'15" East 54.23 feet; thence South 67°22'55" East 89.71 feet; thence South 20°56'05" West 23.76 feet to a point on a non-tangent curve; thence Southwesterly along the arc of a 35.01 foot radius curve to the left a distance of 7.34 feet (Center bears South 71°14'32" East, Central angle equals 12°00'16" and Long Chord bears South 12°45'20" West 7.32 feet); thence South 34°24'01" East 64.44 feet to a point on a non-tangent curve; thence Southwesterly along the arc of a 47.84 foot radius curve to the right a distance of 53.16 feet (Center bears South 61°09'53" West, Central angle equals 63°40'32" and Long Chord bears South 3°00'09" West 50.47 feet) to a point on a non-tangent curve; thence Southwesterly along the arc of a 222.27 foot radius curve to the right a distance of 64.77 feet (Center bears North 26°27'35" West, Central angle equals 16°41'47" and Long Chord bears South 71°53'18" West 64.54 feet); thence South 89°24'13" West 83.31 feet; thence South 86°40'20" West 42.90 feet; thence South 89°45'27" West 89.34 feet; thence South 88°17'27" West 174.02 feet; thence South 85°57'47" West 73.88 feet to a point on a non-tangent curve; thence Southwesterly along the arc of a 59.98 foot radius curve to the left a distance of 41.58 feet (Center bears South 0°05'30" East, Central angle equals 39°43'20" and Long Chord bears South 70°02'50" West 40.76 feet); thence South 26°06'13" West 72.05 feet to a point on a non-tangent curve; thence Southwesterly along the arc of a 190.30 foot radius curve to the right a distance of 151.37 feet (Center bears North 62°48'26" West, Central angle equals 45°34'25" and Long Chord bears South 49°58'47" West 147.41 feet) to the point of beginning.



* Pursuant to a reservation of land in that certain deed dated September 25, 1897, from the Union Pacific Railway Company ("UPRR") to Hyrum Stewart recorded in Book H at Page 85 of the Morgan County records, this parcel of land was retained by UPRR. Subsequent deeds to the contrary are erroneous. Notwithstanding that the legal descriptions stated above in this Exhibit "A" may include land located within the UPRR Parcel, the Amended ROW shall not include, or be construed to include, any real property within the UPRR Parcel, all of which shall be and hereby is excluded from the legal descriptions stated in this Exhibit "A".

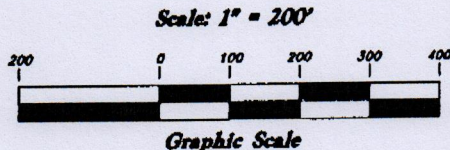
LEGAL DESCRIPTION

A strip of land 25.00 feet in width, situated in the Southeast Quarter of Section 27, Township 5 North, Range 1 East, Salt Lake Base and Meridian, Morgan County, Utah; being 12.50 feet left and 12.50 right of the following described centerline, being more particularly described as follows:

Beginning at the Southeast corner of Section 27, T5N, R1E, SLB&M, a found 1952 BLM Brass Cap, thence 2634.95 feet North 49°14'23" West to true point of beginning (the Section line bearing North 89°49'24" West between the South quarter corner and the Southeast of said Section 27 was used as the basis of bearings); thence along the said centerline the following (1) one course: North 73°01'34" West 206.31 feet to the South line of the Union Pacific Railroad Property and the point of terminus of said centerline, said point lies 1834.54 feet North 14°57'42" East from the South Quarter corner of Section 27, T5N, R1E, SLB&M, a found 1952 BLM Brass Cap.

The total length of the Plains Pipeline L.P. centerline across the Gailey Family Properties LTD / Gailey Ranch LLC / Sinclair Real Estate Company, as described above is 206.31 feet or 12.50 rods or 0.04 miles in length and contains 5,158 sq. ft. or 0.12 acres more or less.

Note: The width of said 25.00 foot wide permanent Right of Way to be extended or shortened to terminate at the grantor's North and South property line.



SURVEYOR'S NARRATIVE:
The purpose of this survey is to provide a 25.00 foot wide permanent Right of Way for the Rocky Mountain pipeline for the Plains Pipeline L.P. project, located in Morgan County Utah.

CERTIFICATION OF SURVEYOR

I, Mark E. Bobbitt of Great Basin Engineering, hereby state that I am by occupation a Professional Land Surveyor employed by Plains Pipeline, L.P. to make the survey of the easement described and shown on this plot; that the survey of said works was made under my supervision and under my authority and that such survey is accurately represented on this plot.

Date: _____
Mark E. Bobbitt

GREAT BASIN ENGINEERING NORTH
Professional Land Surveyors
8748 South 1475 East - Suite 300
Ogden, Utah 84403
P.O. Box 135046, Ogden, Utah 84416
Utah Lic# 17247-001 and Lic# 02-00000-0001 the 000000-0001

PRINTED 8/3/2009 FOR DATE					
<input type="checkbox"/> PRELIMINARY					
<input type="checkbox"/> DESIGN DEVELOPMENT					
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<input type="checkbox"/> AS BUILT					
<input type="checkbox"/> REVISION					
REVISIONS					

TITLE	PIPELINE EASEMENT FOR GAILEY FAMILY PROP. LTD / GAILEY RANCH LLC / SINCLAIR REAL ESTATE COMPANY				
Drawn By	JUL	Date	8/3/09	SCALE	AS NOTED
CHK'd By	BJB	Date	8/3/09	SCALE	AS NOTED
Project	07N401				

PLAINS PIPELINE, L.P.
DRAWING No. **L-14**
REVISION