

RUBY PIPELINE, L.L.C. Requested by El Paso Pipeline GroupAfter recording please return to:
Ruby Pipeline LLC
2 N Nevada Ave - 5th Flr
Colorado Springs, CO 80903**RIGHT OF WAY AND EASEMENT AGREEMENT**

State of Utah

CO 128575

County of Rich

LL # 2035

KNOW ALL MEN BY THESE PRESENT:

THAT the undersigned, (hereinafter called "Owner", whether one or more), for and in consideration of the sum of ten dollars (\$10.00 and more) 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 oil, gas, or any other liquids or substances associated with natural gas, along routes convenient for Company's operations across the lands of Owner, situate in the County of Rich, State of Utah described as follows:

Township 9 North, Range 4 East, S.L.B & M.
Section 36: E1/2

and specifically shown and described on Plat numbered 300AU-2035 marked Exhibit "A", and by reference made part hereof. Said right of way and easement granted shall be at least 115 feet in width during construction and thereafter 50 feet in width throughout extending on, over and across the above-described land.

Owner, its successors, heirs or assigns, reserves all oil, gas and other 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 and use of said pipeline, 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, 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 from the removal of surface cover from the pipeline.

Owner represents and warrants that it is the owner in fee simple of the land described herein, 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 limitations, any requirement to call the State's "One Call" notification system prior to construction or excavation along or within said right of way and easement.

Company shall have all privileges necessary or convenient for the full use 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 acceptance hereof, agrees to pay for damages to crops, pasture, livestock and fences which may arise from laying, constructing, maintaining, operating, repairing, replacing or removing said pipeline. Company shall compensate Owner 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, within the remainder of the fence shall not go slack or be slackened and after

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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 right of way and 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 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, 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.

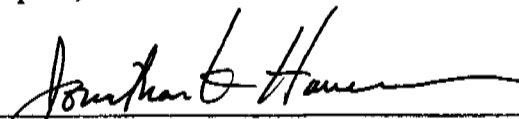
In the event that the Federal Energy Regulatory Commission gives Company the authority to abandon the right of way and easement described herein, and Company actually abandons said right of way and easement, this Right of Way and Easement Agreement shall terminate and all rights granted herein shall terminate and the 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 in whole or in part and that above covers all agreements 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 25th day of January, ~~2009~~ ²⁰¹⁰ JH

Tonaquint, Inc

By: 
Title Authorized Representative

0836

CORPORATE ACKNOWLEDGEMENT

STATE OF UTAH)
COUNTY OF SALT LAKE)ss.

BEFORE ME, THE UNDERSIGNED, A Notary Public, within and for said State and County on this 25th day of January, 2010, personally appeared Jonathan K. Hansen an authorized Representative for Toussaint, Inc., 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 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.



Janice C. Mensink
Notary Public
Salt Lake City, UT
Address

My Commission expires:

09/18/10

STATE OF _____)
COUNTY OF _____)ss.

BEFORE ME, THE UNDERSIGNED, A Notary Public, within and for said State and County on this _____ day of _____, 200__, personally appeared _____ a _____, for _____, 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 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.

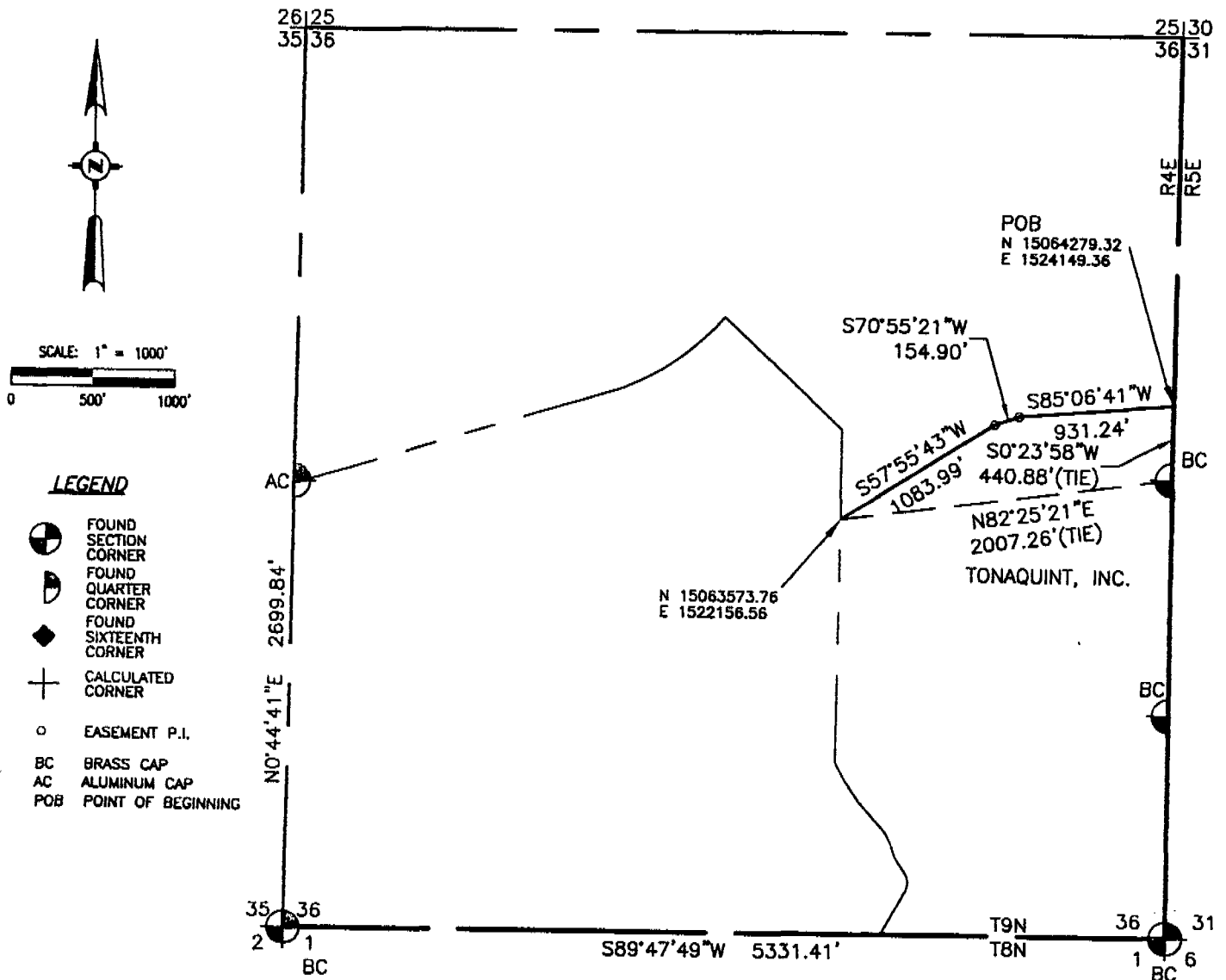
[Seal]

Notary Public

Address

My Commission expires:

EXHIBIT "A"



TONAQUINT, INC.

2170.13 FEET 131.52 RODS 2.491 ACRES

EASEMENT DESCRIPTION

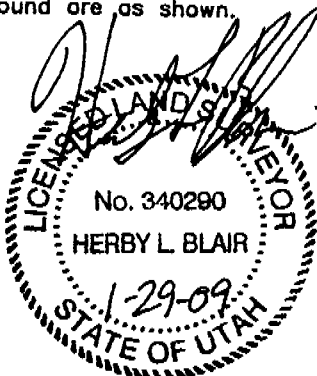
A 50.00 foot easement for pipeline purposes across a portion of Section 36, Township 9 North, Range 4 East of the Salt Lake Base & Meridian, Rich County, Utah. Said Easement being 25.00 feet on each side of the following described centerline:

Beginning at a point on the East line of the Northeast Quarter of said Section 36, from which the East Quarter Corner of said Section 36 bears S00°23'58"W, 440.88 feet; thence S85°06'41"W, 931.24 feet; thence S70°55'21"W, 154.90 feet; thence S57°55'43"W, 1083.99 feet to a point in the Southeast Quarter of said Section 36 and said centerline there terminating, from which the East Quarter Corner of said Section 36 bears N82°25'21"E, 2007.26 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: 1.000760528 (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.: 2035

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.: RICH
Section: 36	Township: 9N
	Range: 4E
Dft: MDH	Date: 9/30/08
Project ID: 128575	
Chk: RSS	Date:
Scale: AS SHOWN	
Appr:	Date:
Filename: 0300-AU-2035	

NO.	DATE	BY	DESCRIPTION	PROJ. ID	APPR.
REVISIONS					

LAND PLAT
RUBY PIPELINE-LN 300A
CROSSING
TONAQUINT, INC.
0838 PROPERTY

RUBY PIPELINE LLC

300AU-2035	Sheet: 1 of 1	Rev. 0
	Type: ACAD	