

10329846  
01/24/2008 02:08 PM \$18.00  
Book - 9561 Pg - 8828-8831  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
JOHNNY WORTHEN  
1730 COLCHESTER CT  
SANDY UT 84092  
BY: EPM, DEPUTY - WI 4 P.  
Casefile No. UTU-82827  
and UTU-81118

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

NONEXCLUSIVE ROAD EASEMENT

For and in consideration of the sum of \$1.00 and the grant by the United States of America of FLPMA Right-of-Way #UTU-81118

ARLIN GEOPHYSICAL COMPANY, INC.

hereinafter called Grantor, whether one or more, does hereby convey to the UNITED STATES OF AMERICA, and its assigns, as authorized by Section 205 of the Federal Land Policy and Management Act of 1976 as amended (43 USC 1715), a nonexclusive easement to use, maintain, improve and repair a road located on the following-described real property situated in the County of Salt Lake, State of Utah, to wit:

A parcel of land lying in lot 2 and the NW¼SW¼ of section 14, T. 4 S., R. 2 W., Salt Lake Meridian, Salt Lake County, Utah; the said parcel being all that property contained within a strip of land 50 feet in width, being 25 feet on each side of the centerline:

Beginning at a point S89°51'07"E 981.95 feet along the Section Line from the Southwest Corner of Section 14, Township 4 South, Range 2 West, Salt Lake Base and Meridian; and running thence Northeasterly 144.50 feet along the arc of a 525.00 foot radius curve to the left, chord bears N06°30'21"E 144.05 feet; thence N01°22'45"W 144.63 feet; thence northerly 94.22 feet along the arc of a 300.00 foot radius curve to the left, chord bears N10°22'34"W 93.83 feet; thence N19°22'24"W 26.82 feet; thence Northwesterly 49.11 feet along the arc of a 300.00 foot radius curve to the right, chord bears N14°41'00"W 49.06 feet; thence N09°59'35"W 195.94 feet; thence Northeasterly 417.33 feet along the arc of a 900.00 foot radius curve to the right, chord bears N03°17'27"E 413.60 feet; thence N16°34'29"E 28.37 feet; thence Northeasterly 60.50 feet along the arc of a 500.02 foot radius curve to the left, chord bears N13°06'30"E 60.46 feet; thence N09°38'32"E 235.52 feet; thence Northeasterly 71.68 feet along the arc of a 500.00 foot radius curve to the left, chord bears N05°32'08"E 71.62 feet; thence N01°25'43"E 24.19 feet; thence Northeasterly 58.33 feet along the arc of a 500.00 foot radius curve to the right, chord bears N04°46'14"E 58.29 feet; thence N08°06'44"E 217.37 feet; thence Northwesterly 230.52 feet along the arc of a 700.00 foot radius curve to the left, chord bears N01°19'18"W 229.48 feet to the point of termination.

The parcel of land to which the above description applies contains 1.95 acres, more or less. Exhibit A shows the location of the easement and is attached hereto and made a part hereof.

32.14.100.002  
32.23.100.001

When the authorized officer of the Bureau of Land Management determines that the road above described might be used for the sale of resources from public lands, the contract for such resources will provide that if the purchaser shall use the road he shall do so subject to the following provisions:

1. Grantee shall cause the road which is located on the subject easement to be maintained in good repair during periods of use by grantee or its licensees and to be left in as good a condition as prior to such use.
2. Grantor, his successors and assigns, reserves title to all timber, now or hereafter growing, standing or down, within the subject easement. Grantee may clear brush and fell any timber within the easement and danger trees adjacent to the easement for construction, operation and maintenance of the road.
3. During periods of use of the subject easement by grantee or its licensees, grantee shall require its licensees to maintain comprehensive liability insurance covering all operations including vehicles of the licensee in the following minimum amounts: (a) Bodily injury \$250,000.00, for injuries to any one person; \$500,000.00, for any one occurrence; and (b) Property damage \$500,000.00, for any one occurrence.
4. For coordination purposes, the grantee will be contacted prior to any project activities in the area involving access across the road.
5. Disturbed soils within the easement area shall be reseeded with grass seed which is acceptable to both grantor and grantee.
6. Grantor may gate the road to prevent use by unauthorized users. When the grantor installs a locked gate or gates, grantor shall provide the grantee with a key to the gate(s).
7. Grantor retains the right to realign the road on their property as demanded by the terrain, provided that the relocation allows reasonable access to the BLM Property. The grantor shall submit as-built drawings to the BLM and be entitled to record an amendment with a corrected map and legal land description for this easement.

The easement herein granted is for the full use as a road by the UNITED STATES OF AMERICA, and its licensees, however excluding the right of access to the people of the United States generally, and is subject to the effect of reservations and leases, if any, of oil, gas, and minerals in and under said land.

TO HAVE AND TO HOLD said easement unto the UNITED STATES OF AMERICA, and its assigns, for a term commencing on the date shown below and continuing until December 31, 2036.

Grantor covenants and warrants that he is lawfully seized and possessed of the land aforesaid and has the full right, power and authority to execute this conveyance, and that said land is free and clear of liens, claims or encumbrances, except as shown of record, and that he will defend the title to the easement conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons except as shown of record.

Accepted subject to approval of title  
by the Department of Justice:

Dated this 22 day of August, 2007

Michael S. Leelan  
Assistant Field Manager, Nonrenewable Resources

x Johnny E. Worthen  
CEO of Arlin Geophysical Co., Inc.

23 August 2007  
Date

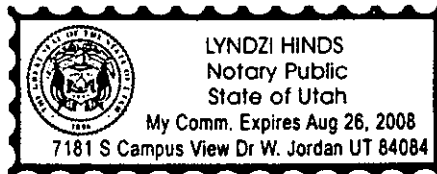
ACKNOWLEDGMENT

State of Utah

County of Salt Lake

On this 22 of August, 2007, before me Lyndzi Hinds, a notary public,  
personally appeared Johnny E. Worthen personally known to me to be the person  
whose name is subscribed to on this instrument, and acknowledged that he executed the  
same.

Lyndzi Hinds Notary Public  
Commission Expires 8/26/08



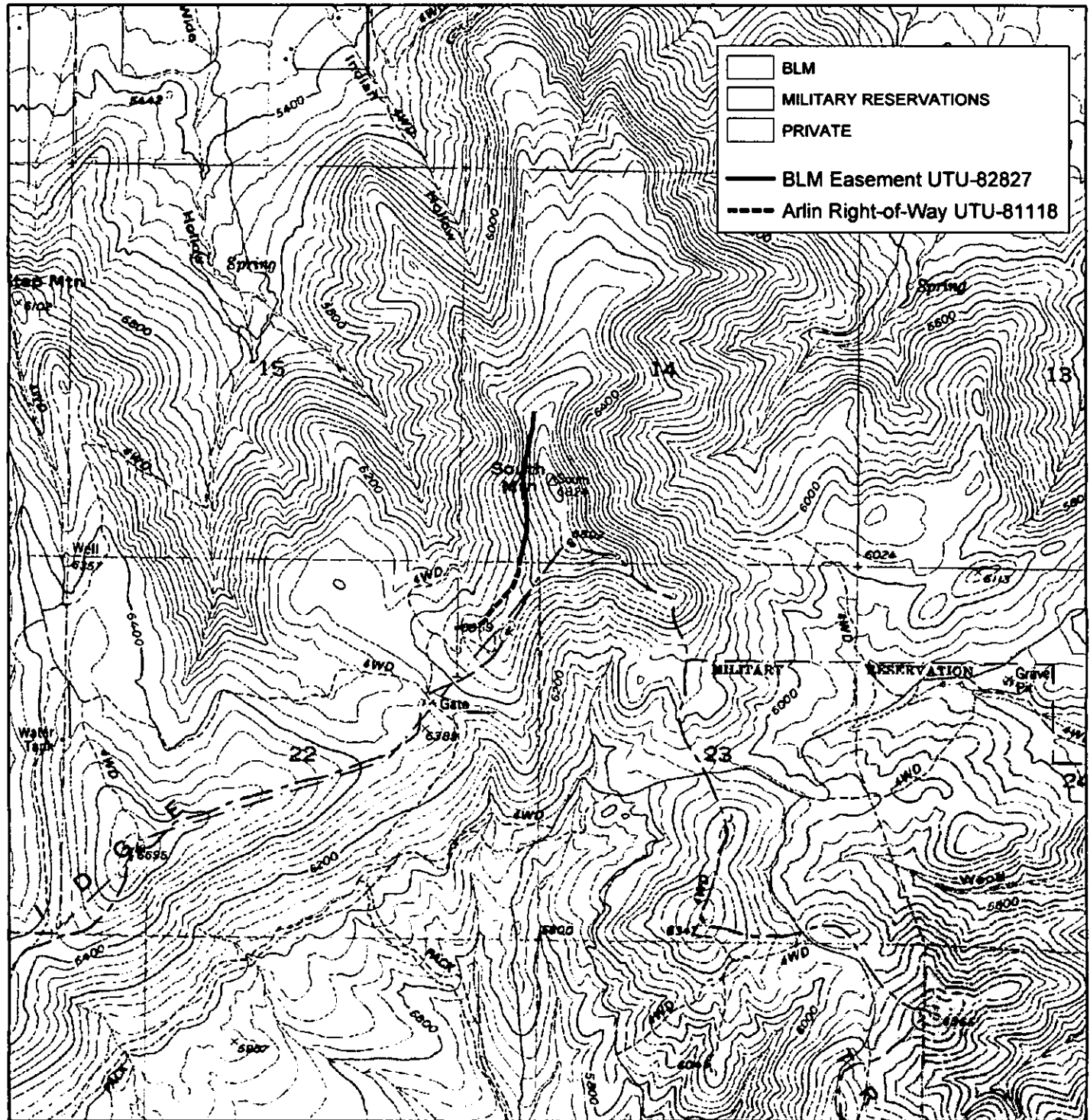
# Deer Island Emergency Access Road BLM Easement UTU-82827

R 2 W

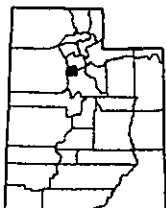
R 2 W

T 4 S

T 4 S

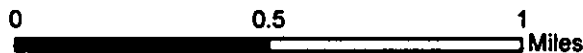


LOCATION



UTAH

Exhibit A



1:24,000

21 August 2007

U.S. DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
SALT LAKE FIELD OFFICE



M:/projects/all\_users/ajones/Arlin Geophysical

This product may not meet BLM standards for accuracy and content. Different data sources and input scales may cause misalignment of data layers. Transportation network has not been verified.

BK 9561 PG 8831