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 9/16/2009 12:47:00 PM \$76.00
 Book - 9763 Pg - 4175-4201
 Gary W. Ott
 Recorder, Salt Lake County, UT
 FIRST AMERICAN NCS
 BY: eCASH, DEPUTY - EF 27 P.

When Recorded Please Return to:

UNEV Pipeline, LLC
 Attn: Jay L. Fielder, Project Supervisor
 2100 North Redwood Road, Suite 85
 Salt Lake City, Utah 84116

With a Copy to:

Property Reserve, Inc.
 Attn: Roger Child
 5 Triad Center, Suite 650
 Salt Lake City, Utah 84180

Line/Project: UNEV
 Tract No.: UT-SL-021, UT-SL-022, UT-SL-023, UT-024,
 UT-SL-25.1, UT-SL-26.2
 Parcel No.: 07-35-326-005, 07-35-351-001, 07-34-477-001
 07-34-300-002, 07-34-400-003

(space above for recorder's use)

**PERMANENT PIPELINE AND
 TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**
 [NW Quadrant, Salt Lake County, Utah]

THIS PERMANENT PIPELINE AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "**Agreement**") is entered into this 16 day of September, 2009, by and between PROPERTY RESERVE, INC., a Utah corporation, formerly known as Deseret Title Holding Corporation, whose address is 5 Triad Center, Suite 650, Salt Lake City, Utah 84180 ("**Grantor**"), and UNEV PIPELINE, LLC, a Delaware limited liability company, whose address is P.O. Box 1326, Artesia, New Mexico, 88211-1326 (together with its successor and permitted assigns "**Grantee**").

RECITALS

A. Grantor owns certain real property (the "**Grantor's Property**") located in Sections 33, 34, and 35, Township 1, Range 2 West, Salt lake Base and Meridian, Salt Lake County, Utah, as more particularly described on Exhibit A.

B. Grantee desires to obtain, for the benefit of Grantee, and for the purposes more specifically described herein, a perpetual, non-exclusive thirty (30) foot wide easement (the "**Permanent Easement**"), on, over, under, and across those portions of the Grantor's Property more particularly described on Exhibit B, and depicted on Exhibit C as the "Easement" (collectively, the "**Permanent Easement Area**"), which exhibits are incorporated herein by this reference.

C. Grantee also desires to obtain, for the benefit of Grantee, and for the purposes more specifically described herein, a temporary, non-exclusive seventy-five (75) foot wide easement (the "**Temporary Easement**"), on, over, under, and across that portion of the Grantor's Property more particularly depicted on Exhibit C as the "Temp. Workspace Area" and/or the "Temporary Easement" (collectively, the "**Temporary Easement Area**"). The

Permanent Easement and the Temporary Easement are occasionally, and collectively, referred to herein as the "**Easements.**" The Permanent Easement Area and the Temporary Easement Area are occasionally, and collectively, referred to herein as the "**Easement Areas.**"

D. Grantor is willing to convey the Easements to Grantee, subject to the terms and conditions set forth herein.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and subject to the conditions set forth below, the parties agree as follows:

1. Grant of Easements; Payment.

1.1 Grant of Permanent Easement. In consideration of the covenants and agreements hereinafter set forth, Grantor hereby grants and conveys, to Grantee a perpetual, non-exclusive thirty (30) foot wide underground pipeline easement on, over, under, and across the Grantor's Property which is located north of I-80 ("Grantor's North Property") and a perpetual, non-exclusive fifty (50) foot wide underground pipeline easement on, over, under, and across Grantor's Property which is located south of I-80 ("Grantor's South Property") (collectively the "Permanent Easement Area"). The Permanent Easement granted in this Section 1.1 shall be solely for the purpose of laying, connecting, maintaining, operating, inspecting, repairing, replacing, protecting, relocating, changing the size of and removing: (i) a twelve (12") inch pipe to be used for the transportation of oil and gas, and products and by-products thereof, at times or from time to time, and (ii) facilities and improvements used in the operation of the aforementioned pipeline, including valves, meters, communication and control equipment (collectively, the "**Improvements**"); provided that any facilities placed above ground shall be at such locations previously approved in writing by Grantor, which approval shall not be unreasonably withheld and will not be withheld if such facilities are required by law.

1.2 Grant of Temporary Easement. In consideration of the covenants and agreements hereinafter set forth, Grantor hereby grants and conveys, to Grantee a seventy-five (75) foot wide temporary construction easement on, over, under, and across the Temporary Easement Area. The Temporary Easement is to accommodate vehicular and pedestrian ingress and egress to and from the Permanent Easement Area as well as to allow Grantee to survey, construct and move materials, objects and equipment during the initial installation of the Improvements and otherwise to use for the initial construction of the Improvements. All of the terms and provisions of this Agreement shall apply to Grantee's activities conducted pursuant to the Temporary Easement. The Temporary Easement will terminate one (1) year from the commencement of construction of the Improvements on Grantor's Property unless Grantee has not completed the construction of the Improvements due to the force majeure causes set forth in Section 15.11. In the event that Grantee reinstalls the Improvements at a lower depth as provided in Section 4, Grantor and Grantee agree to reasonably cooperate to provide Grantee with an additional temporary work area(s) sufficient to complete the reinstallation substantially

equivalent in terms to the temporary easement described in this Section 1.2. The granting of said temporary construction easement is a condition precedent to the parties' obligation in Section 4.

1.3 Payments. Grantee has paid Grantor certain amounts in full consideration for the Easements pursuant to a separate written agreement between Grantor and Grantee of even date herewith.

2. Access. Unless an emergency exists, Grantee will notify the Property Manager (defined below) prior to coming onto the Grantor's Property for any reason, as more fully set forth in Section 7.3 of this Agreement. Subject to the foregoing, Grantee and its agents, servants, employees, consultants, contractors and subcontractors (collectively, "**Grantee's Agents**") shall have the right to enter upon the Easement Areas for the purposes permitted by this Agreement. Grantee shall enter upon the Easement Areas at its sole risk and hazard, and Grantee and its successors and assigns, hereby release Grantor from any claims relating to the condition of the Easement Areas and the entry upon the Easement Areas by Grantee and Grantee's Agents except to the extent caused by Grantor. Grantee shall make reasonable efforts not to materially interfere with Grantor's or Grantor's tenant's use of the Grantor's Property in connection with Grantee's access to the Grantor's Property. The initial "**Property Manager**" shall be Roger Child and David Cannon, 5 Triad Center, Suite 650, Salt Lake City, Utah 84180, Phone: 801-240-3977, Fax: 801-240-5881, e-mail: childrc@pripd.com (for Roger Child) and cannondj@pripd.com (for David Cannon) or any individual so designated by Grantor pursuant to the notice provisions of this Agreement.

3. Reservation by Grantor. Grantor hereby reserves the right to use the Easement Areas for any use not inconsistent with Grantee's permitted use of the Easement Areas. Without limiting the above, Grantor reserves the right: (i) to use the Easement Areas for pedestrian walkways and vehicle roadways or streets (including but not limited to cement/paved roadways and streets); (ii) to use the Easement Areas for the construction, placement, and maintenance of, and the placement and maintenance of crops, landscaping, signs, light standards, ditches, irrigation pipes and related appurtenances, fences, utilities of any type or nature, cement/paved roadways and streets, asphalt parking lots and other parking lot improvements, and other similar improvements; (iii) to grant other non-exclusive easements, licenses and rights to third parties; and (iv) to convey or transfer any or all of its interests in Grantor's Property or the Easement Areas to any party at any time. Notwithstanding anything to the contrary in this Agreement, for safety reasons and to protect and maintain the proper operation of the Improvements, (a) no structure, obstruction, reservoir, excavation, or change in the surface grade that affects the area that is twelve inches (12") below the surface grade level of the Easement Area, shall be constructed, created, or maintained by Grantor or any other person on, over, along or within the Easement Areas or any portion thereof, without Grantee's prior written consent, which shall not be unreasonably withheld, it being understood that Grantor shall have the right, at its sole discretion, to disturb, construct those improvements listed above, and otherwise grade those areas located within the Easement Area so long as such is located within twelve inches (12") of the surface grade level; (b) in no event shall Grantor place or allow to be placed any items or otherwise disturb the area located within twenty-four inches (24") of the Improvements; and (c) except as permitted above, no building or other permanent structure shall be located on the Easement Areas.

4. **Relocation of the Permanent Easement Area.** If after the initial construction of the Improvements, Grantor reasonably requires that the Improvements located on Grantor's North Property be relocated or reinstalled at a lower depth to accommodate the development of Grantor's Property, Grantor shall have the one time right, upon six (6) months prior written notice, to require Grantee, to relocate or reinstall at a lower depth, the Improvements and/or the Permanent Easement Area. In no event shall Grantee be required to reinstall the Improvements lower than fifteen (15) feet below the surface of the soil. Grantee shall only be required to change the depth of the Improvements in areas where the Improvements will conflict, based on sound engineering standards, with proposed utilities or other development facilities or, in the alternative, pay at Grantee's discretion, Grantor's increased costs of construction and maintenance caused by the location of the Improvements (in which case Grantee shall not have the obligation to relocate such Improvements). The new relocation, if applicable, may be to a location on the Grantor's Property (or other property owned by Grantor) that is different from the Permanent Easement Area, such new location to be selected by Grantor at a location acceptable to Grantee and which approval shall not be unreasonably withheld in the exercise of its reasonable discretion (the "New Easement Area"); provided (i) that in no event shall the proposed New Easement Area change the location of the Easement Area at the perimeter of the Grantor's Property, (ii) such relocation must be allowed by all applicable laws, including, without limitation, zoning laws and permitted by all applicable governmental authorities, and (iii) the New Easement Area shall not significantly increase the installation, maintenance and/or operating cost of the Improvements as compared to the Easement Area. The New Easement Area may be included within an area subject to other easements, so long as the rights arising under such easements do not materially interfere with or impair the rights granted to Grantee under this Agreement or the operation of the Improvements and are not located within twenty-four inches (24") of the Improvements. All costs and expenses associated with the relocation of the Improvements and the Permanent Easement Area will be paid solely by Grantee, except that Grantor shall reimburse and pay to Grantee within thirty (30) days after receipt of an invoice therefor the initial \$100,000 incurred by Grantee in connection with the relocation of the Improvements. Grantee shall not be required to relocate the Improvements unless and until it has received adequate guarantee of payment by Grantor for any costs or expenses to be paid by Grantor in connection with such relocation. Grantee shall have no obligation to relocate or reinstall the Improvements at a different depth on Grantor's South Property.

4.1 **Remediation of the Permanent Easement Area Upon Relocation.**

Upon relocation of the Improvements by Grantee, Grantee shall, subject to Grantor's obligation to pay the initial \$100,000 of all relocation expenses set forth above, at Grantee's sole cost and expense, and at Grantor's option to be exercised in Grantor's reasonable discretion, either: (i) promptly remove the Improvements and remediate Grantor's Parcel to substantially the same condition that existed prior to the Improvements being installed, which remediation includes taking all reasonable actions to cleanup and make the Permanent Easement Area and Grantor's Property as used by Grantee environmentally safe and clean in accordance with applicable law and to perform the restoration obligations set forth in Section 7.1 hereof to the extent any change in condition was caused by Grantee's use of Permanent Easement Area; or (ii) promptly take all reasonable actions to cleanup, mitigate the effects of use, and render the Improvements and the Permanent Easement Area environmentally safe and fit for abandonment in place in accordance with the industry standards and customs used at the time of abandonment or relocation and

remediate the Permanent Easement Area to substantially the same condition that existed prior to Grantee's use thereof in compliance with Section 7.1 to the extent any change in condition was caused by Grantee's use of Permanent Easement Area. All such removal, cleanup, and mitigation shall be performed in compliance with all federal, state, and local laws and regulations.

4.2 New Easement Agreement. Prior to such relocation of the Easement Areas and Improvements, Grantor and Grantee shall execute an agreement and grant of easement over the New Easement Area in a form substantially equivalent to this Agreement, including, without limitation, providing for a temporary easement area similar to that granted in Section 1.2 above. If the Easement Areas and Improvements are to be relocated to land owned by third parties, Grantor, at its expense, shall, prior to such relocation, obtain for Grantee's benefit easement rights over such land that are substantially equivalent to those provided under this Agreement, including, without limitation, providing for a temporary easement area similar to that granted in Section 1.2 above. The entry into such agreement and receipt of such easement shall be a condition precedent to Grantee's obligation to relocate the Improvements. At no time shall Grantee be required to stop, suspend or terminate pipeline operations to facilitate relocation until Grantor has timely supplied an acceptable easement with adequate work space and safeguards to facilitate the change in location.

4.3 Recordation of Easement Termination. Upon Grantee completing the construction of the new Improvements in the New Easement Area, Grantor and Grantee agree to execute and record an agreement terminating this Agreement, in such form as mutually agreed upon by the Parties.

5. Condition of the Easement Areas. Except as otherwise set forth in this Agreement, Grantee accepts the Easement Areas and all aspects thereof in "AS IS", "WHERE IS" condition, without warranties, either express or implied, "with all faults", including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Areas, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Grantee shall obtain any and all consents, approvals, permissions, and agreements to cross, encumber or encroach upon any other easements or rights of others not affiliated with Grantor located within the Easement Areas or related to use and improvement of the Easement Areas by Grantee. Grantor represents and warrants to Grantee (i) that Grantor is the owner in fee simple of the Grantor's Property and is in sole possession thereof, (ii) that Grantor has the right and authority to execute and deliver this Agreement, without the consent of any other person, (iii) to "Grantor's Knowledge," which means the knowledge of Scott Dean or Carl Duke, there are no Hazardous Substances on the Grantor's Property, and (iv) to Grantor's Knowledge, there are no unrecorded leases, agreements or other instruments that affect the Easement Areas except for a surface grazing lease for which consent is not required for the work contemplated herein

6. Construction of the Improvements. Grantee agrees at the time of construction to bury the underground Improvements to a depth of at least thirty six inches (36") below the surface grade of the soil.. Grantee will conduct all construction activities in a good and workmanlike manner in compliance with all laws, rules, and ordinances.

7. Maintenance, Restoration, and Crop Damage.

7.1 General Maintenance and Restoration. Grantee, at its sole cost and expense, shall maintain and repair the Improvements and any and all related improvements installed by Grantee, in good order and condition. Grantee shall promptly repair any damage to the Grantor's Property and Grantor's improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, fences, signs, lighting, buildings, etc.) caused by Grantee and/or Grantee's Agents, and shall restore the Grantor's Property and the improvements thereon to substantially the same or better condition as they existed prior to any entry onto or work performed on the Grantor's Property by Grantee and Grantee's Agents. Grantee's restoration responsibilities shall also include, but not be limited to: (i) removal of all improvements, equipment or materials, except for the Improvements, which it has caused to be placed upon the Grantor's Property; (ii) mounding of the same topsoil which was originally removed in the excavation process (or with similar quality topsoil), in all areas excavated by Grantee such that the mounded areas shall settle to the approximate depth of the surrounding surface after the construction activities; (iii) the filling in and repairing of all other portions of the Grantor's Property which are damaged, rutted or otherwise disturbed as a result of Grantee's operations with the same topsoil existing prior to said construction activities (or with similar quality topsoil) as necessary such that all disturbed areas are ready for revegetation; (iv) grading the areas in which the soils were removed and relocated; (v) reseeding to establish a vegetative similar to that existing prior to the construction of the Improvement or to cover capable of supporting the area in which soil was removed and relocated; and (vi) leaving the Grantor's Property in a condition which is clean, free of debris and hazards which may be caused by Grantee's activities, and subject to neither, environmental hazards, nor liens caused by Grantee's activities.

7.2 Damage.

(a) Except as provided in Section 12, Grantee agrees to reimburse Grantor for any reasonable income lost due to crop damage, loss of rental income or other economic loss that results from Grantee's, or Grantee's Agents', entry onto or work performed on the Grantor's Property. Grantee shall also reimburse Grantor for reasonable costs incurred, if any, by Grantor, plus 10%, in repairing damage to Grantor's improvements, the Grantor's Property, or other improvements located on the Grantor's Property, which Grantee has failed to repair or restore pursuant to Section 7.1 after Grantor has provided Grantee thirty (30) days' prior written notice specifying such failure; provided that in the case of a failure which cannot be cured within thirty (30) days, Grantee shall have no reimbursement obligations under this Section 7.2(a) if Grantee has commenced a cure within thirty (30) days of such receipt of such written notice and diligently pursues such cure to completion. Grantee agrees that the cost plus 10% payment is a fair quantification of Grantor's damages in having to conduct the restoration/repair work itself. Grantor, in addition to the above, also reserves all other rights available to Grantor pursuant to equity, law, and this Agreement. All damage fees shall be paid to Grantor by Grantee within ten (10) business days after Grantee receives an itemized statement

and supporting documentation outlining the reasonable costs incurred by Grantor that are reimbursable by Grantee under this Section 7.2(a).

(b) If Grantee shall have taken reasonable steps to protect the Improvements, Grantor agrees to reimburse Grantee for reasonable costs incurred by Grantee, plus 10%, in repairing any damage to the Improvements to the extent, but only to the extent, that results from Grantor's or Grantor's agents, servants, employees, consultants, licensees, contractors and subcontractors. Grantee agrees that the cost plus 10% payment is a fair quantification of Grantee's damages in having to conduct the restoration/repair work itself. Grantee, in addition to the above, also reserves all other rights available to Grantee pursuant to equity, law, and this Agreement. All damage fees shall be paid to Grantee by Grantor within ten (10) business days after Grantor receives an itemized statement and supporting documentation outlining the reasonable costs incurred by Grantee that are reimbursable by Grantor under this Section 7.2(b).

7.3 Work Conducted. When Grantee needs to perform construction or maintenance work on the Easement Areas, Grantee shall: (i) provide the Property Manager, or applicable owner of record, with at least five (5) days' prior written notice of such work, except in the event of an emergency when no prior notice shall be necessary; (ii) use good faith efforts to ensure that there is continual pedestrian and vehicular access to the Grantor's Property; (iii) use reasonable efforts to minimize any interference or disruption to Grantor's use and occupancy of the Grantor's Property; (iv) except as otherwise set forth in this Agreement, perform any such work at its sole cost and expense; and (v) perform such work expediently and in a good and workmanlike manner.

7.4 "H" Braces for Fences. Grantee shall, at its sole cost and expense, "H" brace all fences that must be cut in order to accomplish any of the purposes herein above granted. In this event, Grantee shall "H" brace each side of the area covered by this grant to secure the wire so that when the fence is cut, the remainder of the fence shall not go slack or be slackened. After said installation or repair, said fence shall be repaired such that it is in substantially the same condition it was in before cutting.

7.5 Notification of Leaks and Remediation Plan. Grantee also agrees to notify Grantor of any reportable leaks or spills of Hazardous Substances (as defined below) from the Improvements in the Easement Area within twenty-four (24) hours of Grantee's knowledge of such leak or spill. Except with respect to actions required by law (for which no approval shall be required), Grantor must approve any remediation plan to be undertaken upon Grantor's Property because of a leak or spill from the Improvements, which approval shall not be unreasonably withheld, conditioned or delayed to meet applicable laws. If Grantor objects to any matter in such remediation plan for which its approval is required, Grantor shall (i) provide a written description of why it objects to such matter, and (ii) suggest reasonable changes that if made to the remediation plan would cause Grantor to grant its approval. If Grantor fails to object to any matter in the remediation plan within ten (10) business days after receipt thereof, Grantor shall be deemed to have approved such matters.

8. Additional Improvements. If Grantee desires to add any additional improvements within the Permanent Easement Area (that are not authorized under Section 1.1 of this Agreement), Grantee shall provide Grantor with detailed plans and specifications for the proposed change or improvement at least forty five (45) days in advance. Grantor shall have the right, in Grantor's reasonable discretion, to approve or deny the requested change or improvement. Any approved plans will incorporate, to the extent known at the time, the plans and specifications of Grantor for the Easement Areas, and the placement of any roads, landscaping, fences, signs, and other improvements.

9. Compliance with Laws. Grantee will comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning and land use laws applicable to interstate gas and/or oil pipelines. Grantee's obligations include complying with all Hazardous Waste Laws (as defined below). Grantor shall also observe and follow the requirements of all applicable statutes, ordinances, regulations, licenses, permits, agreements, or covenants in relation to excavating on or near the Easement Areas, including any requirement to call the "One Call" system prior to the construction or excavation along said Easement Areas.

As used in this Agreement, the term "**Hazardous Substances**" means all hazardous and toxic substances, wastes or materials, including without limitation, hydrocarbons (including naturally occurring or man-made petroleum and hydrocarbons), flammable materials, explosives, urea formaldehyde insulation, radioactive materials, biologically hazardous substances, PCBs, pesticides, herbicides, and any other kind and/or type of pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), sewage sludge, industrial slag, solvents and/or any other similar substances or materials which, because of toxic, flammable, ignitable, explosive, corrosive, reactive, radioactive, or other properties may be hazardous to human health or the environment and/or are included under, subject to or regulated by any Hazardous Waste Laws.

As used in this Agreement, the term "**Hazardous Waste Laws**" means any and all present and future applicable (i) federal, state and local statutes, laws, rules, regulations, governing Hazardous Substances; (ii) judicial or administrative interpretations thereof, including any judicial or administrative orders or judgments; and (iii) ordinances, codes, plans, injunctions, decrees, permits, demand letters, concessions, grants, franchises, licenses, agreements, notices, or other governmental restrictions, relating to the protection of the public health, welfare, and the environment, or to any actual, proposed or threatened storage, holding, existence, release, emission, discharge, spilling, leaking, pouring, pumping, injection, dumping, discarding, burying, abandoning, generation, processing, abatement, treatment, removal, disposition, handling, transportation or other management of any Hazardous Substance or any other activity or occurrence that causes or would cause any such event to exist.

10. Liens. Grantee will keep the Grantor's Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Grantee, and Grantee will indemnify, hold harmless and agree to defend Grantor from any liens

that may be placed on the Grantor's Property and/or the property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Grantee or any of Grantee's Agents. Any such liens must be released of record within thirty (30) days of Grantee's actual knowledge of the recording of such lien.

11. Insurance. At all times hereafter until abandonment or termination and until all cleanup and mitigation activities required by this Agreement are completed, Grantee will maintain in force the insurance policies and coverages set forth below. Additionally, Grantee will ensure that prior to entering onto the Grantor's Property all of Grantee's Agents and other such parties who assist with the construction, maintenance or use of the Grantor's Property are either covered under the terms of Grantee's insurance policies, or that each obtain similar policies and which, at a minimum, provide Grantor the same protections. Grantor must be endorsed as an additional insured to the extent of Grantee's obligations to Grantor under this Agreement on Grantor's commercial general liability insurance and automobile liability insurance policies on ISO Form CG 20 10 (10/93) or its equivalent. Grantee will obtain and maintain the following insurance coverages and policies:

11.1. Liability Insurance Coverage and Limits. A commercial general liability insurance policy insuring Grantee's interests against claims for personal injury, bodily injury, death, property damage occurring on, in or about the Grantor's Property, with a "Combined Single Limit" covering personal injury liability, bodily injury liability and property damage liability) of not less than Five Million Dollars (\$5,000,000.00). The coverage set forth above shall be primary coverage and shall apply specifically to the Grantor's Property;

11.2. Workers' Compensation Insurance. All Workers' Compensation and Employers' Liability Insurance required under applicable Workers' Compensation Acts and/or applicable law;

11.3. Automobile Insurance. Automobile Liability Insurance with a minimum limit of not less than Two Million Dollars (\$2,000,000.00) Combined Single Limit per accident, and coverage applying to "Any Auto."

11.4. Waiver. Grantor and Grantee hereby waive and shall cause their respective insurance carriers to waive any and all rights of subrogation, recovery, claims, actions or causes of action against the other party for any loss or damage with respect to such party's property, including rights, claims, actions and causes of action based on negligence, which loss or damage is (or would have been, had the insurance required by this Agreement been carried) covered by insurance.

11.5. Additional Terms. Neither the amount nor the scope of any of the obligations of Grantee under this Agreement or otherwise, shall be limited to the amount of the insurance Grantee is required to maintain hereunder. Any policies or certificates of insurance required under the provisions of this Section must contain an endorsement or provision that not less than thirty (30) days' prior written notice is given to Grantor prior to cancellation or reduction of coverage or amount of such policy. The additional insured endorsement and a certificate issued by the insurance carrier of each policy of insurance required to be maintained by Grantee, stating the limits and other provisions required hereunder and in a form reasonably

acceptable to Grantor. A copy of such issued endorsement shall be delivered to Grantor within ten (10) business days of the date set forth above, and thereafter within ten (10) business days after requested in writing by Grantee. Any policies required hereunder may be made a part of a blanket policy of insurance, so long as such blanket policy contains all of the provisions required herein and does not in any way reduce the coverage, impair the rights of Grantor hereunder or negate the requirements of this Agreement.

12. Indemnification. Grantee shall indemnify, defend with counsel reasonably acceptable to Grantor, and hold Grantor and its employees, officers, divisions, subsidiaries, partners, members and affiliated companies and its and their employees, officers, members, directors, agents, representatives, and professional consultants and its and their respective successors and assigns (collectively, the "**Indemnitees**") harmless from and against any loss, damage, injury, accident, fire or other casualty, liability, claim, cost or expense (including, but not limited to, reasonable attorneys' fees) actually incurred by the Indemnitees of any kind or character to any person or property, including the property of the Indemnitees, (collectively, the "**Claims**") to the extent, but only to the extent, arising from or caused by: (i) Grantee's negligence, willful misconduct or strict liability in connection with the use of the Easement Areas and/or Grantor's Property by Grantee or Grantee's Agents, (ii) any negligent act or omission of Grantee or any of Grantee's Agents, (iii) any bodily injury, property damage, accident, fire or other casualty caused by Grantee or Grantee's Agents negligence on the Easement Areas, the Grantor's Property and/or adjacent areas, (iv) any violation by Grantee or Grantee's Agents of any law or regulation now or hereafter enacted, (v) Grantee's negligence with respect to maintaining the Easement Areas and the Improvements in a safe condition, (vi) any loss or theft whatsoever of any of Grantee's or Grantee's Agents' property placed or stored by Grantee or Grantee's Agents on or about the Easement Areas, the Grantor's Property and/or adjacent areas, and (vii) any breach by Grantee of its obligations under this Agreement; provided, however, that the foregoing indemnity shall not apply to the extent any such Claim is ultimately established by a court of competent jurisdiction to have been caused by any of the Indemnitees. The indemnity provided by Grantee in favor of the Indemnitees in this Agreement shall not require payment as a condition precedent. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this Agreement, so long as the event for which the indemnification is needed occurred prior to such expiration or termination. Neither party waives any applicable immunity under statutes governing worker's compensation or governmental immunity. Notwithstanding any provision in this Agreement, Grantee's liability to the Indemnitees for lost profits, consequential damages, income losses, loss of rental income, or economic loss damages only set forth herein, shall be limited to a maximum amount of \$500,000 (Five Hundred Thousand Dollars).

13. Default by Grantee. In the event of the following: (i) a default by Grantee of its obligations stated herein; (ii) Grantor has provided Grantee written notice of Grantee's default; and (iii) thirty (30) days have expired since Grantee received written notice from Grantor regarding Grantee's default and Grantee has failed to cure its default within the proscribed thirty (30) day period (or, in the case of a default which cannot be cured within 30 days, Grantee has not commenced a cure within the 30 day period or, having commenced a cure, does not diligently pursue such cure to completion), Grantor, at its option, may: (i) pursue any remedy available at law or in equity; (ii) pursue the remedy of specific performance or injunction; (iii)

seek declaratory relief; and (iv) pursue an action for damages for loss. Except as set forth in Section 15.10 below, Grantor shall have no right to terminate this Agreement.

14. Notices. Except for notices required under Section 2, which notices may be made solely to the Property Manager by facsimile or e-mail, any notice required or desired to be given under this Agreement shall be considered given either: (i) when delivered in person to the recipient named below, (ii) three (3) days after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage prepaid, addressed by name to the person and party intended. All notices shall be given at the following addresses:

If to Grantor:

Property Reserve, Inc.
Attn: Roger Child and David Cannon
5 Triad Center, Suite 650
Salt Lake City, Utah 84180

With a copy to:

Kirton & McConkie
Attn: Loyal C. Hulme
60 East South Temple, Suite 1800
Salt Lake City, Utah 84111

If to Grantee:

UNEV Pipeline, LLC
324 West Main, Suite 103
Artesia, New Mexico 88210
Attention: James G. Townsend

With a copy to:

Parr Brown Gee & Loveless
185 South State Street, Suite 800
Salt Lake City, Utah 84111
Attention: Roger D. Henriksen

Either party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

15. Miscellaneous.

15.1 Interpretation. Section titles and captions to this Agreement are for convenience only and shall not be deemed part of this Agreement and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part of this Agreement. This Agreement has been arrived at through negotiation between Grantor and Grantee. As a result, the normal rule of contract construction that any ambiguities are to be resolved against the drafting party shall not apply in the construction or interpretation of this Agreement.

15.2 Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.

15.3 Assignment/Run with the Land/Successors. Subject to the terms and conditions of this Agreement, the provisions of this Agreement shall be considered a covenant that runs with the land herein described and as such the terms, conditions, and provisions hereof shall benefit, extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of Grantor and Grantee. Notwithstanding, Grantee may not assign this Agreement, in whole or in part, without the prior written consent of Grantor. Grantor's consent shall not be unreasonably withheld and shall be given to an entity that has been approved by the appropriate federal regulatory authority; provided that Grantor's consent shall not be required if Grantee assigns this Agreement to another entity in connection with a transfer of the ownership of the Improvements to such entity.

15.4 Integration. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto. No covenant, representation, or condition not expressed in this Agreement shall affect or be deemed to interpret, change, or restrict the express provision hereof. Any amendment or modification to this Agreement shall be in writing and signed by authorized agents or officers of the parties.

15.5 Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any rights or remedy for a breach of this Agreement shall constitute a waiver of any such breach or of such right or remedy or of any other covenant, agreement, term, or condition.

15.6 Rights and Remedies. Except as provided in Section 13 and 15.10, the rights and remedies of any of the parties stated herein are not intended to be exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions. Each of the parties confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other party for a breach or threatened breach of any provision hereof, it being the intent of this paragraph to make clear the agreement of the parties that the respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

15.7 Enforceability and Litigation Expenses. If any action, suit, or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement or if a party finds it necessary to retain an attorney to enforce its rights under this Agreement, all costs and expenses of the prevailing party incident to such proceeding or retention, including reasonable attorneys' fees, shall be paid by the non-prevailing party.

15.8 Authorization. The individuals signing for the respective entities make the following representations: (i) he/she has read this Agreement, (ii) he/she has authority to act for the entity designated below, and (iii) he/she shall execute this Agreement acting in said capacity.

15.9 No Public Use/Dedication. The Grantor's Property is and shall at all times remain the private property of Grantor. The use by Grantee of the Grantor's Property is permissive and shall be limited to the express purposes contained herein. Neither Grantee, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to the Grantor's Property beyond the express terms and conditions of this Agreement.

15.10 Termination. This Agreement and all easement rights set forth herein will be terminated only: (i) if Grantee notifies Grantor in writing that it will no longer use the easement granted herein, (ii) subject to Section 15.11, once the Improvements are abandoned for a period of twenty-four (24) consecutive months and Grantor has thereafter provided at least six (6) months prior written notice to Grantee that this Agreement and all easement rights set forth herein will be terminated and Grantee fails to use the Improvements within such six-month period, or (iii) once Grantee is provided an alternative easement for the Improvements and an agreement terminating this Agreement is executed in accordance with Section 4 hereof. Upon the termination of this Agreement, Grantee must remediate the Permanent Easement Area to substantially the same condition that existed prior to Grantee's entrance thereon in accordance with the terms of Section 4.1 hereof. Except as expressly provided in this Section 15.10, Grantor shall have no right to terminate this Agreement, regardless of cause or legal theory, which right is hereby expressly waived.

15.11 Force Majeure. Grantee shall be excused for the period of any delay in the performance of any obligations under this Agreement when prevented from so doing by any of the following causes: labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God, but then only for the period of delay caused by such force majeure event.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Grantor: PROPERTY RESERVE, INC.,
a Utah corporation

By: 
Brian, R. Carrington, President

Grantee: UNEV PIPELINE, LLC,
a Delaware limited liability company

By: Signed in Counterpart
Name (Print): _____
Its: _____

[acknowledgements are on the following page]

15.9 No Public Use/Dedication. The Grantor's Property is and shall at all times remain the private property of Grantor. The use by Grantee of the Grantor's Property is permissive and shall be limited to the express purposes contained herein. Neither Grantee, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to the Grantor's Property beyond the express terms and conditions of this Agreement.

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15.11 Force Majeure. Grantee shall be excused for the period of any delay in the performance of any obligations under this Agreement when prevented from so doing by any of the following causes: labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God, but then only for the period of delay caused by such force majeure event.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Grantor: PROPERTY RESERVE, INC.,
a Utah corporation

By: Signed in Counterpart
Brian, R. Carrington, President

Grantee: UNEV PIPELINE, LLC,
a Delaware limited liability company

By: [Signature]
Name (Print): James G. Townsend
Its: Senior Vice President

[acknowledgements are on the following page]

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 11 day of September, 2009, personally appeared before me Brian R. Carrington, known or satisfactorily proved to me to be the President of PROPERTY RESERVE, INC., a Utah corporation, who acknowledged to me that he signed the foregoing instrument in such capacity for said corporation.



Annie K. Smith

Notary Public for Utah

STATE OF _____)
 :SS
COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, 2009, by _____, as the _____ of UNEV PIPELINE, LLC, a Delaware limited liability company.

(Seal):

Signed in Counterpart

Title: _____
Residing at: _____
My commission expires: _____

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

On this ____ day of _____, 2009, personally appeared before me Brian R. Carrington, known or satisfactorily proved to me to be the President of PROPERTY RESERVE, INC., a Utah corporation, who acknowledged to me that he signed the foregoing instrument in such capacity for said corporation.

Signed in Counterpart

Notary Public for Utah

STATE OF New Mexico)
 :ss
COUNTY OF Eddy)

This instrument was acknowledged before me on this 14th day of September, 2009, by James G. Townsend, as the Senior Vice President of UNEV PIPELINE, LLC, a Delaware limited liability company.

(Seal):

Tiffany M. Serich
Title: Senior Administrative Assistant
Residing at: 324 W. Main, Suite 103
My commission expires: 09/25/2011



OFFICIAL SEAL
Tiffany M. Serich
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 09/25/2011

Exhibit A

(Legal Description of the Grantor's Property)

PARCEL NO. 1

LOT 8, BONNEVILLE CENTER PLAT C.

Tax Parcel ID: 07-35-326-005

PARCEL NO. 2

BEG AT SE COR SEC 35, T 1N, R 2W, S L M; N 0°02'20" E 600.7 FT; S 89°56'49" W 5015 FT M OR L; S 600.7 FT; N 89°56'49" E 5015 FT M OR L TO BEG. LESS TRACTS DEEDED TO UTAH DEPT TRANSPORTATION. 44.79 AC, M OR L. 4724-918 4977-0105 6093-1392

Tax Parcel ID: 07-35-351-001

PARCEL NO. 3

ALL BLKS 1, 2, 6, 7, 10, & 12, MAPLEWOOD ADD; EXCEPT STATE RD, RR PROP, & TRACTS DEEDED TO UTAH DEPT OF TRANSPORTATION. 3879-0438 4977-0116 6093-1392

Tax Parcel ID: 07-34-477-001

PARCEL NO. 4

ALL OF SEC 34, T 1N, R 2W, SLM S OF N R OF WY LINE I-80 (NORTHTEMPLE ST). LESS & EXCEPT TRACTS DEEDED TO UDOT, MAPLEWOOD ADD, VALLEY OIL TRANSPORTATION INC, STATE RD & RR PROPERTIES. 22.83 AC M OR L. 3879-0438 4977-0113 6093-1392

Tax Parcel ID: 07-34-300-002

PARCEL NO. 5

BEG SE COR SEC 33, T 1N, R 2W, SLM; S 89°57'14" W 456.23 FT; N 0°01'18" W 50 FT; N 9°27'18" E 16 FT; N 89°57'30" E 453.62 FT; S 65.75 FT TO BEG. 0.688 AC M OR L. 7591-2805, 2807 8295-1670

Tax Parcel ID: 07-34-400-003

Exhibit B

(Legal Description of the Permanent Easement Area)

TRACT NO. UT-SL-021 EASEMENT DESCRIPTION

A STRIP OF LAND 30.0 FEET WIDE LOCATED IN SECTION 35, TOWNSHIP 1 NORTH, RANGE 2 WEST, S.L.B. & M., SALT LAKE COUNTY, UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A PIPELINE AND THE NORTH LINE OF GRANTORS LAND BEING SOUTH 00°36'55" WEST 202.94 FEET ALONG SECTION LINE AND EAST 1470.25 FEET FROM THE WEST QUARTER CORNER OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 2 WEST, S.L.B. & M., AND RUNNING THENCE ALONG A 561.69 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 24.56 FEET, (CHORD BEARS N 38°02'13" E 24.56 FEET); THENCE SOUTH 00°22'07" WEST 258.65 FEET; THENCE SOUTH 30°30'46" WEST 120.32 FEET; THENCE SOUTH 00°28'21" WEST 782.06 FEET; THENCE SOUTH 23°18'16" EAST 154.01 FEET; THENCE SOUTH 00°22'07" WEST 233.45 FEET; THENCE NORTH 89°27'58" WEST 15.01 FEET, TO THE INTERSECTION OF SAID PIPELINE AND THE SOUTH LINE OF GRANTORS LAND (WHICH LIES SOUTH 00°36'55" WEST 1702.77 FEET ALONG SECTION LINE AND EAST 1476.71 FEET FROM WEST QUARTER CORNER OF SECTION 35); THENCE NORTH 89°27'58" WEST 15.01 FEET; NORTH 00°22'07" EAST 227.07 FEET; THENCE NORTH 23°18'16" WEST 154.04 FEET; THENCE NORTH 00°28'21" EAST 796.43 FEET; THENCE NORTH 30°30'46" EAST 120.29 FEET; THENCE NORTH 00°22'07" EAST 209.76 FEET; THENCE ALONG A 561.69 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 26.11 FEET, (CHORD BEARS N 35°27'09" E 26.11 FEET), MORE OR LESS, TO THE POINT OF BEGINNING.

TOTAL DISTANCE ACROSS PROPERTY: 1529.00 FEET OR 92.67 RODS

AREA OF PERMANENT EASEMENT: 1.053 ACRES±

Ck by JJB 25 August 2009

TRACT NO. UT-SL-022 EASEMENT DESCRIPTION

A STRIP OF LAND 50.0 FEET WIDE LOCATED IN SECTION 35, TOWNSHIP 1 NORTH, RANGE 2 WEST, S.L.B. & M., SALT LAKE COUNTY, UTAH AND BEING 25.0 FEET LEFT AND RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE SURVEY.

BEGINNING AT A POINT ON THE NORTH LINE OF GRANTORS LAND BEING SOUTH 00°36'55" WEST 2250.80 FEET ALONG SECTION LINE AND EAST 1479.07 FEET FROM THE WEST QUARTER CORNER OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 2 WEST, S.L.B. & M.; AND RUNNING THENCE SOUTH 00°22'07" WEST 42.37 FEET; THENCE NORTH 89°02'58" WEST 1215.80 FEET; MORE OR LESS, TO THE WEST LINE OF GRANTORS LAND WHICH LIES SOUTH 00°36'55" WEST 2273.00 FEET ALONG SECTION LINE AND EAST 263.40 FEET FROM WEST QUARTER CORNER OF SECTION 35.

TOTAL DISTANCE ACROSS PROPERTY: 1258.17 FEET OR 76.25 RODS

AREA OF PERMANENT EASEMENT: 1.445 ACRES±

Ck by JJB 25 August.2009

TRACT NO. UT-SL-023 EASEMENT DESCRIPTION

A STRIP OF LAND 50.0 FEET WIDE LOCATED IN SECTION 34, TOWNSHIP 1 NORTH, RANGE 2 WEST, S.L.B. & M., SALT LAKE COUNTY, UTAH AND BEING 25.0 FEET LEFT AND RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE SURVEY.

BEGINNING AT A POINT ON THE EAST LINE OF GRANTORS LAND BEING EAST 239.01 FEET AND SOUTH 2272.87 FROM THE EAST QUARTER CORNER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 2 WEST, S.L.B. & M.; AND RUNNING THENCE NORTH 89°02'58" WEST 1579.80 FEET; MORE OR LESS, TO THE WEST LINE OF GRANTORS LAND WHICH LIES WEST 1340.57 FEET AND SOUTH 2246.66 FEET FROM SAID EAST QUARTER CORNER OF SECTION 34, LESS AND EXCEPTING 330 FEET OR 20 RODS LYING WITHIN ROAD RIGHT-OF-WAYS AS SHOWN ON MAPLEWOOD ADDITION AS RECORDED IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

TOTAL DISTANCE ACROSS PROPERTY: 1249.80 FEET OR 75.75 RODS

AREA OF PERMANENT EASEMENT: 1.435 ACRES±

Ck by JJB 25 August.2009

TRACT NO. UT-SL-024 EASEMENT DESCRIPTION

A STRIP OF LAND 50.0 FEET WIDE LOCATED IN SECTION 34, TOWNSHIP 1 NORTH, RANGE 2 WEST, S.L.B. & M., SALT LAKE COUNTY, UTAH AND BEING 25.0 FEET LEFT AND RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE SURVEY.

BEGINNING AT A POINT ON THE EAST LINE OF GRANTORS LAND BEING WEST 1340.60 FEET AND SOUTH 2246.66 FEET FROM THE EAST QUARTER CORNER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 2 WEST, S.L.B. & M.; AND RUNNING THENCE NORTH 89°02'58" WEST 2179.47 FEET; THENCE SOUTH 88°29'03" WEST 437.83 FEET; THENCE SOUTH 65°20'45" WEST 536.21 FEET; THENCE SOUTH 74°41'59" WEST 17.05 FEET; MORE OR LESS, TO THE SOUTH LINE OF GRANTORS LAND; WHICH LIES SOUTH 89°28'12" EAST 846.02 FEET AND NORTH 149.85 FEET FROM SOUTHWEST CORNER OF SECTION 34.

TOTAL DISTANCE ACROSS PROPERTY: 3170.56 FEET OR 192.16 RODS

AREA OF PERMANENT EASEMENT: 3.645 ACRES±

Ck by JJB 25 August.2009

TRACT NO. UT-SL-025.1 EASEMENT DESCRIPTION

A STRIP OF LAND 50.0 FEET WIDE LOCATED IN SECTION 34, TOWNSHIP 1 NORTH, RANGE 2 WEST, S.L.B. & M., SALT LAKE COUNTY, UTAH AND BEING 25.0 FEET LEFT AND RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE SURVEY.

BEGINNING AT A POINT ON THE EAST LINE OF GRANTORS LAND BEING SOUTH 89°28'12" EAST 268.49 FEET ALONG SECTION LINE AND NORTH 9.60 FEET FROM THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 2 WEST, S.L.B. & M.; AND RUNNING THENCE NORTH 89°21'55" WEST 58.28 FEET; MORE OR LESS, TO THE WEST LINE OF GRANTORS LAND, WHICH LIES SOUTH 89°28'12" EAST 210.13 FEET ALONG SECTION LINE AND NORTH 9.71 FEET FROM SOUTHWEST CORNER OF SECTION 34.

TOTAL DISTANCE ACROSS PROPERTY: 58.28 FEET OR 3.53 RODS

AREA OF PERMANENT EASEMENT: 0.046 ACRES±

Ck by JJB 25 August.2009

TRACT NO. UT-SL-026.2 EASEMENT DESCRIPTION

A STRIP OF LAND 50.0 FEET WIDE LOCATED IN SECTION 33, TOWNSHIP 1 NORTH, RANGE 2 WEST, S.L.B. & M., SALT LAKE COUNTY, UTAH AND BEING 25.0 FEET LEFT AND RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE SURVEY.

BEGINNING AT A POINT ON THE EAST LINE OF GRANTORS LAND BEING NORTH 00°31'44" EAST 10.06 FEET ALONG SECTION LINE FROM THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 2 WEST, S.L.B. & M.; AND RUNNING THENCE NORTH 89°21'56" WEST 446.08 FEET; THENCE NORTH 70°29'57" WEST 10.72 FEET, MORE OR LESS, TO THE WEST LINE OF GRANTORS LAND, WHICH LIES NORTH 89°27'31" WEST 456.09 FEET ALONG SECTION LINE AND NORTH 14.27 FEET FROM SOUTHEAST CORNER OF SECTION 33.

TOTAL DISTANCE ACROSS PROPERTY: 456.80 FEET OR 27.68 RODS

AREA OF PERMANENT EASEMENT: 0.372 ACRES±

Ck by JJB 25 August.2009

Exhibit C

Depiction of the Easement Areas

(See Attached)

CENTRIQUE OF SURVEY
 1. BEARING & DISTANCE MEASURED FROM SURVEYED STATE OF OHIO
 ON THE GROUND AT EACH HEREON.

DATE: OCTOBER 31, 2008
 PREPARED BY: MILLER ASSOCIATES, INC.
 JOB NO. 07169

GENERAL DESCRIPTION:
 THIS SURVEY WAS CONDUCTED TO DETERMINE THE BOUNDARIES OF THE TRACT DESCRIBED IN THE INSTRUMENT DATED OCTOBER 31, 2008, AND TO LOCATE THE CORNERS OF SAID TRACT. THE TRACT IS SITUATED IN SECTION 35, TOWNSHIP 13 NORTH, RANGE 13 WEST, MERIDIAN 13 WEST, COUNTY OF WYOMING, STATE OF OHIO.

REMARKS:
 THE BEARING AND DISTANCE MEASUREMENTS WERE MADE ON THE GROUND AT EACH HEREON. THE BEARING AND DISTANCE MEASUREMENTS WERE MADE ON THE GROUND AT EACH HEREON.

REVISIONS:
 1. BEARING AND DISTANCE MEASUREMENTS WERE MADE ON THE GROUND AT EACH HEREON.
 2. BEARING AND DISTANCE MEASUREMENTS WERE MADE ON THE GROUND AT EACH HEREON.

GRAPHIC SCALE:
 1" = 100'

DETAILS:
 SEE ATTACHED DRAWINGS FOR DETAILS OF THE SURVEY.

PROPERTY RESERVE, INC.
 NO. 07-13-274-005

SECTION 35, TOWNSHIP 13 NORTH, RANGE 13 WEST, MERIDIAN 13 WEST, COUNTY OF WYOMING, STATE OF OHIO.

DATE: OCTOBER 31, 2008

PREPARED BY: MILLER ASSOCIATES, INC.
 255 WEST 10TH STREET, SUITE 100
 CLEVELAND, OHIO 44115-1000
 PHONE: 216.771.0100
 FAX: 216.771.0101

UNINEY
 A PIPELINE EASEMENT SURVEY FOR:

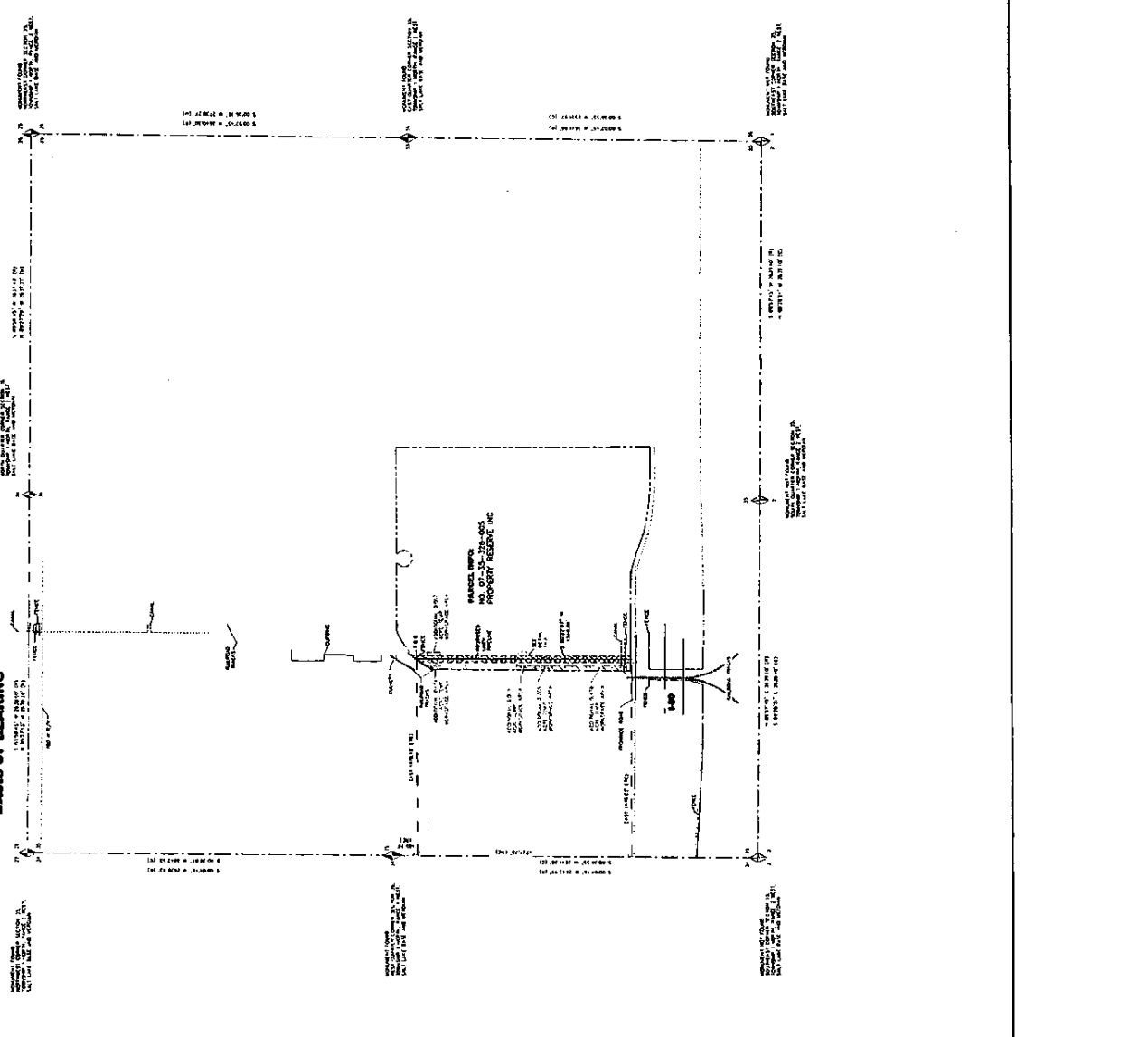
TRACT NO. 07-13-073
 SECTION 35, TOWNSHIP 13 NORTH, RANGE 13 WEST, MERIDIAN 13 WEST, COUNTY OF WYOMING, STATE OF OHIO.

DATE: OCTOBER 31, 2008

PREPARED BY: MILLER ASSOCIATES, INC.
 255 WEST 10TH STREET, SUITE 100
 CLEVELAND, OHIO 44115-1000
 PHONE: 216.771.0100
 FAX: 216.771.0101

JOB NO. 07169

SECTION 35, TOWNSHIP 13 NORTH, RANGE 13 WEST, MERIDIAN 13 WEST, COUNTY OF WYOMING, STATE OF OHIO.



BASIS OF BEARING

1. RICHARD W. MILLER, REGISTERED LAND SURVEYOR, STATE OF ILLINOIS,
 HAS REVISITED THE SURVEY OF THE ABOVE PROPERTY AND HAS FOUND THAT THE
 BEARING OF THE BOUNDARIES IS CORRECT.

2. THE BEARING OF THE BOUNDARIES IS CORRECT.

3. THE BEARING OF THE BOUNDARIES IS CORRECT.

DATE: OCTOBER 21, 2008
BY: RICHARD W. MILLER, L.S.
REVISIONS:

DESCRIPTION:
 A SET OF LAND 307 FEET WAS LOCATED IN SECTION 25, TOWNSHIP 1
 NORTH, RANGE 12E, AND BEARING OF THE FOLLOWING DESCRIBED
 BOUNDARIES:

1. THE BOUNDARY FROM THE NORTH CORNER TO THE EAST CORNER
 SOUTH 89°35'35" WEST 274.62 FEET ALONG SECTION LINE AND EAST
 149.07 FEET ALONG THE WEST CORNER OF SECTION 25.
 2. THE BOUNDARY FROM THE EAST CORNER TO THE SOUTH CORNER
 SOUTH 89°35'35" WEST 174.31 FEET ALONG SECTION LINE AND
 SOUTH 89°35'35" WEST 174.31 FEET ALONG SECTION LINE AND
 SOUTH 89°35'35" WEST 174.31 FEET ALONG SECTION LINE
 AND EAST 88.30 FEET FROM WEST QUARTER CORNER OF SECTION 25.

REMARKS:
 1. THE PURPOSE OF THIS SURVEY IS TO LOCATE AND DESCRIBE THE
 BOUNDARIES OF THE ABOVE PROPERTY AND TO SHOW THE BEARING OF
 THE BOUNDARIES AND TO SHOW THE BEARING OF THE BOUNDARIES.
 2. THE BEARING OF THE BOUNDARIES IS CORRECT.

REVISIONS:
 (M) - MARKED BEARING OR DISTANCE
 (D) - DISTANCE OR BEARING
 (A) - ADDED BEARING OR DISTANCE

TOTAL DISTANCE ACROSS PROPERTY: 1207.75 FEET OR 28.29 RODS
 AREA OF PROPERTY: 1.88 ACRES

WARNING:
 1. THE PURPOSE OF THIS SURVEY IS TO LOCATE AND DESCRIBE THE
 BOUNDARIES OF THE ABOVE PROPERTY AND TO SHOW THE BEARING OF
 THE BOUNDARIES AND TO SHOW THE BEARING OF THE BOUNDARIES.
 2. THE BEARING OF THE BOUNDARIES IS CORRECT.

3. THE BEARING OF THE BOUNDARIES IS CORRECT.

4. THE BEARING OF THE BOUNDARIES IS CORRECT.

5. THE BEARING OF THE BOUNDARIES IS CORRECT.

6. THE BEARING OF THE BOUNDARIES IS CORRECT.

7. THE BEARING OF THE BOUNDARIES IS CORRECT.

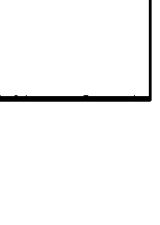
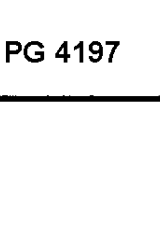
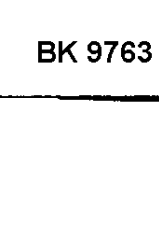
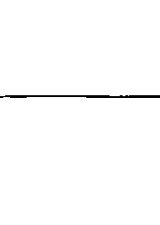
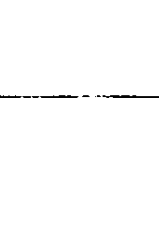
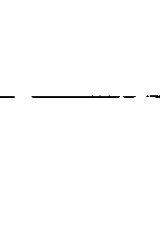
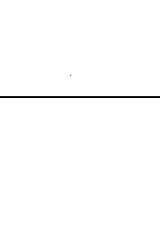
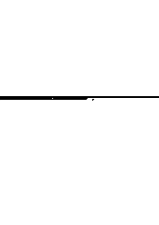
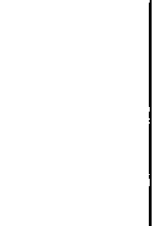
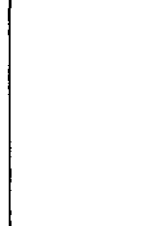
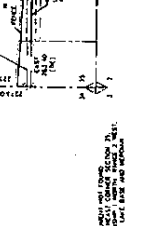
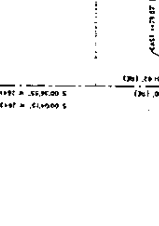
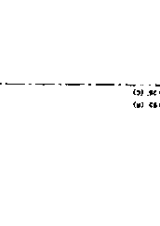
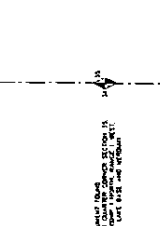
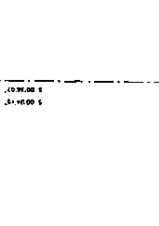
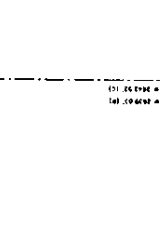
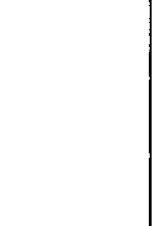
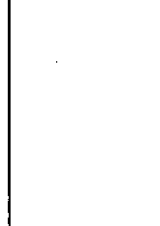
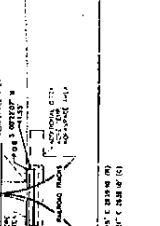
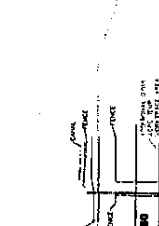
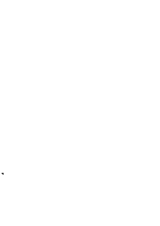
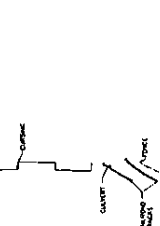
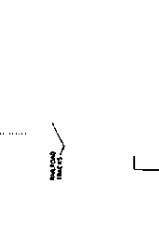
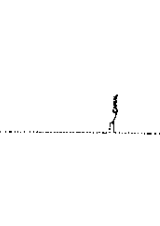
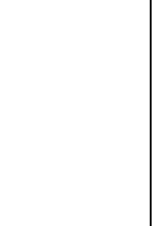
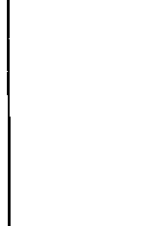
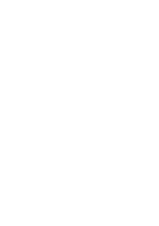
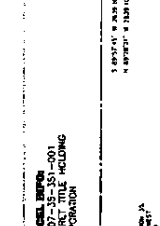
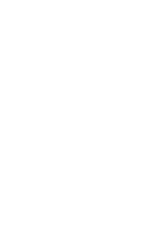
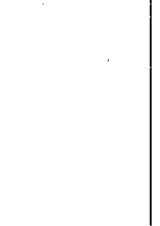
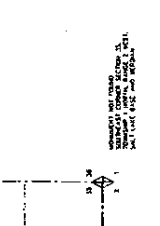
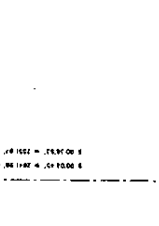
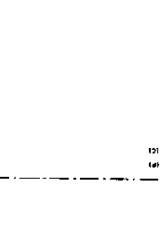
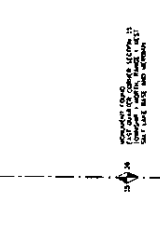
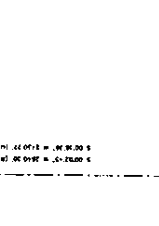
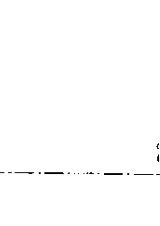
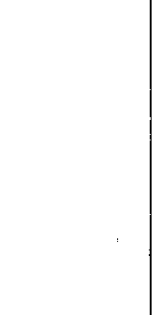
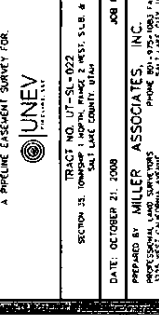
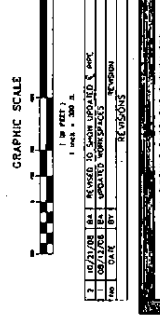
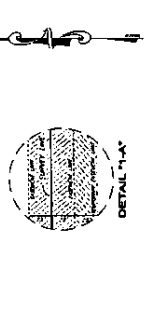
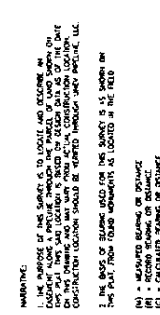
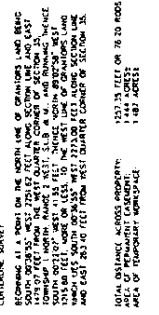
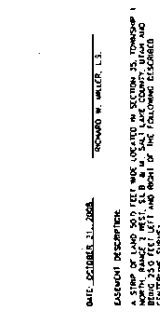
8. THE BEARING OF THE BOUNDARIES IS CORRECT.

9. THE BEARING OF THE BOUNDARIES IS CORRECT.

10. THE BEARING OF THE BOUNDARIES IS CORRECT.

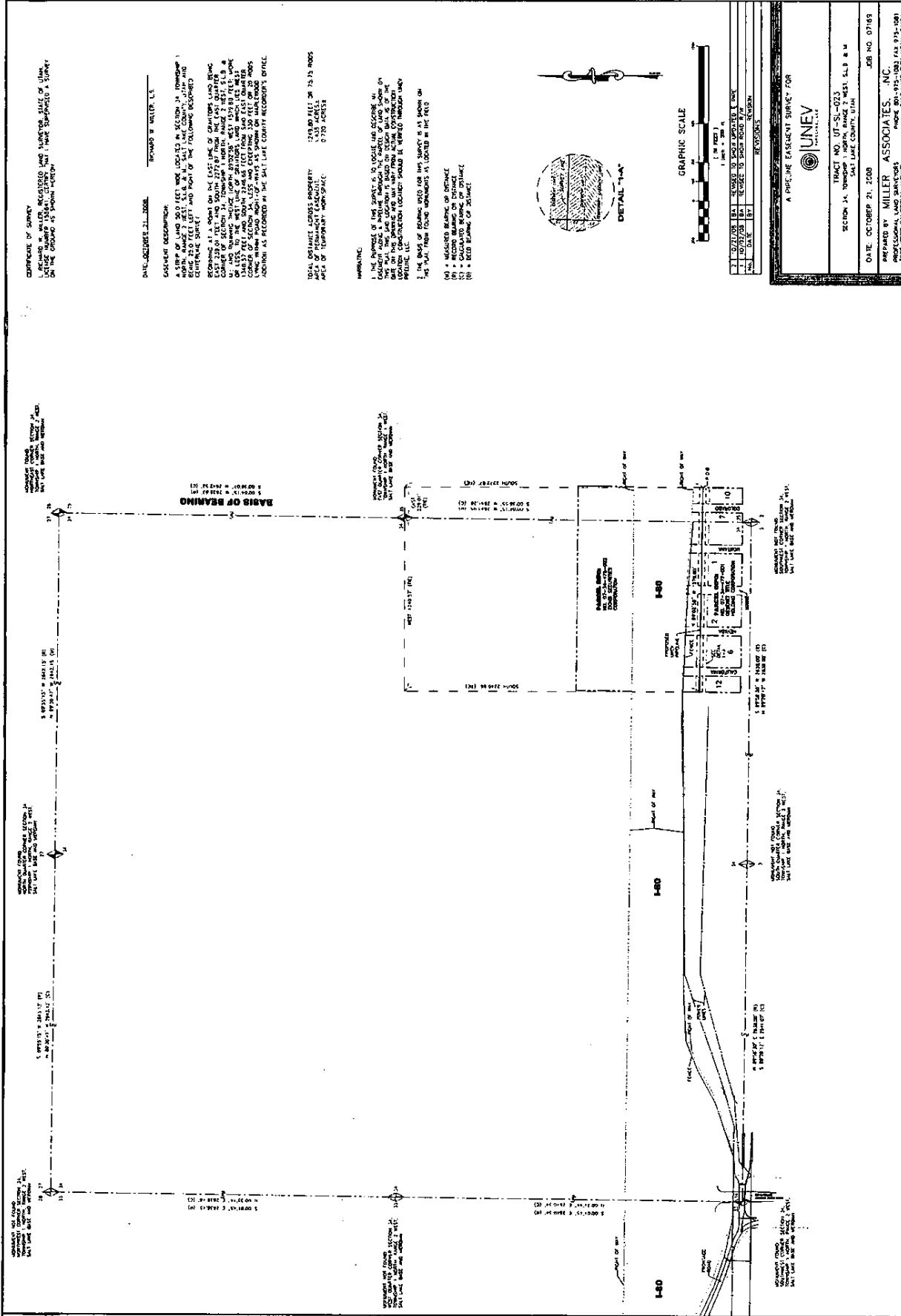
11. THE BEARING OF THE BOUNDARIES IS CORRECT.

12. THE BEARING OF THE BOUNDARIES IS CORRECT.



A PRELIMINARY EASEMENT SURVEY FOR:
 JUNEV
 TRACT NO. 07-SL-0022
 SECTION 25, TOWNSHIP 1 NORTH, RANGE 12E, S4E, S4E & 4
 DATE: OCTOBER 21, 2008
 JOB NO. 07169
 PREPARED BY: MILLER ASSOCIATES, INC.
 REGISTERED LAND SURVEYORS
 1200 WEST 100TH STREET, SUITE 100, BLOOMINGTON, ILL. 61820





DATE: OCTOBER 21, 2008
 DRAWN BY: WALTER, L.S.

COURSE OF SURVEY
 RECORDS IN THE SALT LAKE COUNTY RECORDS, VOLUME 1, PAGE 100, SHOWING THE LOCATION OF THE SURVEY ON THE GROUND AS SHOWN HEREON.

COURSE DESCRIPTION
 A TRIP OF LAND 900 FEET MORE LOCATED IN SECTION 34, TOWNSHIP 1 NORTH, RANGE 7 WEST, S.L.B. & M. SALT LAKE COUNTY, UTAH AND CHUTEAU COUNTY, MONTANA.

BEARING AS A POINT ON THE EAST LINE OF GRANITE AND BEING 1000 FEET FROM THE SOUTH CORNER OF THE EAST 1/4 OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 7 WEST, S.L.B. & M. SALT LAKE COUNTY, UTAH AND CHUTEAU COUNTY, MONTANA.

1. THE POINT OF THIS SURVEY IS TO LOCATE THE CORNER OF THE TRIP OF LAND AS SHOWN ON THE PLAT AND TO BE THE POINT OF BEGINNING OF THE SURVEY.

2. THE BASIS OF BEARING FOR THE SURVEY IS AS SHOWN ON THE PLAT FROM THE MONUMENTS AS LOCATED IN THE FIELD.

(M) = MONUMENT BEARING OR POINT
 (B) = RECORD BEARING OR DISTANCE
 (D) = DISTANCE TO POINT OF BEGINNING
 (R) = RECORD BEARING OF DISTANCE

MONUMENTS
 1. THE POINT OF THIS SURVEY IS TO LOCATE THE CORNER OF THE TRIP OF LAND AS SHOWN ON THE PLAT AND TO BE THE POINT OF BEGINNING OF THE SURVEY.

REVISIONS

NO.	DATE	BY	REVISION
1	10/21/08	LS	REVISION TO SHOW BEARING AND DISTANCE TO POINT OF BEGINNING
2	10/21/08	LS	REVISION TO SHOW BEARING AND DISTANCE TO POINT OF BEGINNING

GRAPHIC SCALE
 1 INCH = 200 FEET

DETAIL 1-A

UNIVERSITY OF UTAH

TRACT NO. 107-SL-0013
 SECTION 34, TOWNSHIP 1 NORTH, RANGE 7 WEST, S.L.B. & M. SALT LAKE COUNTY, UTAH

DATE: OCTOBER 21, 2008 **JOB NO. 07183**

PREPARED BY: MILLER ASSOCIATES, INC.
 3225 WEST CALLOWAY AVENUE
 SALT LAKE CITY, UTAH 84119

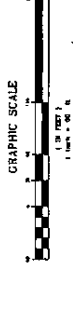
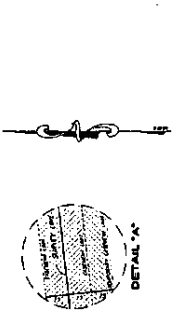
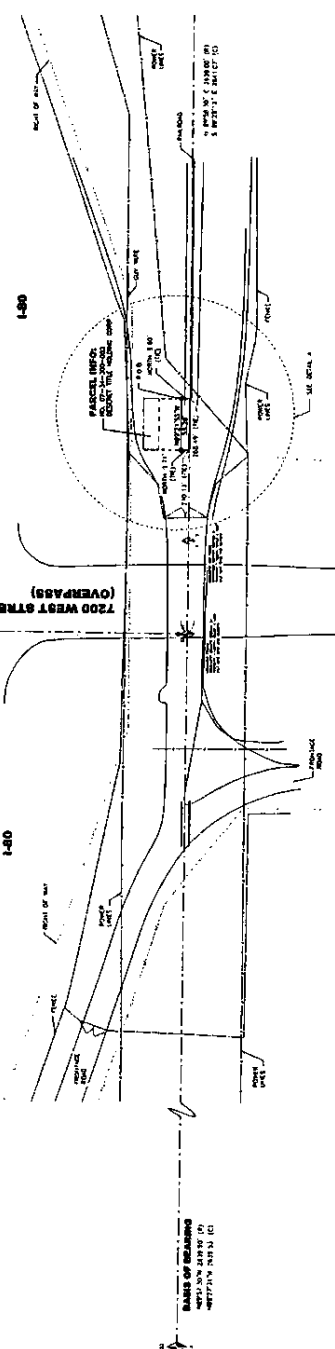
UNIVERSITY OF UTAH
 A PRECISION EASEMENT SURVEY FOR

CENTRICE OF SURVEY
 THE SURVEY IS BASED ON THE CORNER OF THE
 SECTION 14, TOWNSHIP 1 NORTH, RANGE 2 WEST,
 COUNTY OF SALT LAKE, UTAH, WHICH IS SHOWN ON
 THE GROUND AS SHOWN HEREON.

DATE: OCTOBER 02, 2008
 SURVEYOR: RICHARD W. MILLER, L.S.
 EASEMENT DESCRIPTION:
 A STRIP OF LAND 50.0 FEET WIDE, LOCATED IN SECTION 14, TOWNSHIP 1
 NORTH, RANGE 2 WEST, AS S & N, SALT LAKE COUNTY, UTAH AND
 CENTERING THEREON, THE FOLLOWING DESCRIBED
 EASEMENT AT A POINT ON THE EAST LINE OF GRANITE LANE BEING
 100.0 FEET FROM THE WEST CORNER OF SECTION 14, TOWNSHIP 1
 NORTH, RANGE 2 WEST, AS S & N, AND RUNNING THENCE NORTH
 50.0 FEET TO THE EAST LINE OF GRANITE LANE, THENCE EAST
 100.0 FEET TO THE EAST LINE OF GRANITE LANE, THENCE SOUTH
 50.0 FEET TO THE EAST LINE OF GRANITE LANE, THENCE WEST
 50.0 FEET TO THE WEST CORNER OF SECTION 14, TOWNSHIP 1
 NORTH, RANGE 2 WEST, AS S & N, TO THE POINT OF BEGINNING.

TOTAL DISTANCE ACROSS PROPERTY
 AREA OF EASEMENT (AS NOTED)
 50.00 ACRES
 6.000 ACRES

NOTICE:
 1. THE PURPOSE OF THIS SURVEY IS TO LOCATE AND REVERSE AN
 EASEMENT FROM GRANITE LANE TO SECTION 14, TOWNSHIP 1
 NORTH, RANGE 2 WEST, AS S & N, SALT LAKE COUNTY, UTAH,
 CONSTRUCTION LOCATIONS SHALL BE BY FIELD MEASUREMENT, UTAH
 2. THE DATE OF FINANCIAL CLOSING FOR THE SURVEY IS AS SHOWN ON
 THIS PLAN, FROM THESE INSTRUMENTS AS LISTED IN THE TITLE
 (M) = MEASURED BEARING OF DISTANCE
 (D) = DEED BEARING OF DISTANCE
 (S) = DEED BEARING OF DISTANCE



NO.	DATE	BY	REVISION

PERMISSORS

A PIPELINE EASEMENT SURVEY FOR:

IUNEV
 INTERNATIONAL, LLC

TRACT NO. UT-SL-025.1
 SECTION 14, TOWNSHIP 1 NORTH, RANGE 2 WEST, S1 & N
 SALT LAKE COUNTY, UTAH

DATE: OCTOBER 02, 2008 JOB NO. 07169

PREPARED BY: MILLER ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYOR
 3275 WEST CALIFORNIA AVENUE
 SALT LAKE CITY, UTAH 84119

CONTINGENT OF SURVEY
 THE SURVEY IS BASED UPON THE RECORDS OF THE
 LOCAL NUMBER 12841, WHICH SHOWS THE SURVEY
 ON THE GROUND AS SHOWN HEREON.

DRAWN: OCTOBER 22, 2008
 PREPARED BY: MILLER ASSOCIATES, INC.

DOCUMENT DESCRIPTION

A TRAP OF 140 TO 150 FEET WIDE LOCATED IN SECTION 33, TOWNSHIP 1 NORTH, RANGE 2 WEST, 51.8 & N. SALT LAKE COUNTY, UTAH AND CONTIGUOUS SURVEY. THE TRAP IS LOCATED ON THE WEST SIDE OF THE ROAD AND IS APPROXIMATELY 100 FEET LONG. THE TRAP IS LOCATED ON THE WEST SIDE OF THE ROAD AND IS APPROXIMATELY 100 FEET LONG. THE TRAP IS LOCATED ON THE WEST SIDE OF THE ROAD AND IS APPROXIMATELY 100 FEET LONG.

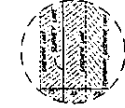
1. THE PURPOSE OF THIS SURVEY IS TO LOCATE AND DESCRIBE THE TRAP AND TO SHOW THE LOCATION OF THE TRAP WITHIN THE SURVEY. THE TRAP IS LOCATED ON THE WEST SIDE OF THE ROAD AND IS APPROXIMATELY 100 FEET LONG. THE TRAP IS LOCATED ON THE WEST SIDE OF THE ROAD AND IS APPROXIMATELY 100 FEET LONG.

MARKING

1. THE PURPOSE OF THIS SURVEY IS TO LOCATE AND DESCRIBE THE TRAP AND TO SHOW THE LOCATION OF THE TRAP WITHIN THE SURVEY. THE TRAP IS LOCATED ON THE WEST SIDE OF THE ROAD AND IS APPROXIMATELY 100 FEET LONG. THE TRAP IS LOCATED ON THE WEST SIDE OF THE ROAD AND IS APPROXIMATELY 100 FEET LONG.

2. THE EDGE OF BURIALS USED FOR THIS SURVEY IS AS SHOWN ON THE PLAN. THE BURIALS ARE LOCATED AS SHOWN ON THE PLAN.

(A) = MEASURED BOUNDARY OR DISTANCE
 (B) = RECORD BOUNDARY OR DISTANCE
 (C) = MEASURED BOUNDARY OR DISTANCE
 (D) = RECORD BOUNDARY OR DISTANCE



DETAIL "A"
 N.T.S.

GRAPHIC SCALE



NO.	DATE	BY	REVISIONS
1	10/22/08	BP	REVISED RECORD BOUNDARY

A PIPELINE EASEMENT SURVEY FOR



TRACT NO. UT-S-008.2
 SECTION 33, TOWNSHIP 1 NORTH, RANGE 2 WEST, 51.8 & N.
 SALT LAKE COUNTY, UTAH

DATE: OCTOBER 22, 2008
 JOB NO. 07169

PREPARED BY: MILLER ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYOR
 3125 WEST CAUDRON AVENUE
 SALT LAKE CITY, UTAH 84119

