

**After Recording Return To:**  
SLC Pipeline, LLC  
Attention: Diane Pinkert  
2828 North Harwood, Suite 1300  
Dallas, Texas 75201

Ent 149082 Bk 354 Pg 1671  
Date: 15-OCT-2019 3:17:45PM  
Fee: \$146.00 Credit Card Filed By: CB  
BRENDA NELSON, Recorder  
MORGAN COUNTY  
For: MORBERLY JASON

**ASSIGNMENT OF RIGHTS OF WAY AND EASEMENTS**  
(Morgan County, Utah)

THIS ASSIGNMENT OF RIGHTS OF WAY AND EASEMENTS (this "*Assignment*") is dated October 31, 2017 ("*Effective Date*"), by and between Rocky Mountain Pipeline System LLC, a Texas limited liability company ("*Assignor*"), and SLC Pipeline LLC, a Delaware limited liability company ("*Assignee*"). Each of Assignor and Assignee are a "*Party*" and collectively, the "*Parties*".

**WHEREAS**, Assignor and HEP SLC LLC ("*Buyer*") are parties to that certain Membership Interest Purchase Agreement dated August 7, 2017, as amended (the "*MIPA*"), pursuant to which Assignor agreed to sell and Buyer (a 25% owner) agreed to purchase Assignor's 75% limited liability company interest in Assignee; and

**WHEREAS**, in accordance with Sections 8(a)(i)(3) and 8(c)(vi)(1) of the MIPA, Seller desires to assign and convey to Assignee those certain rights of way and easements more particularly described on Exhibit A attached hereto and made a part hereof for all purposes (the "*Pipeline Easements*").

**NOW, THEREFORE**, for and in consideration of the payment by Assignee to Assignor of the sum of One Hundred Dollars (\$100.00), and other good and valuable consideration, including the mutual promises and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. Assignor has GRANTED, TRANSFERRED AND ASSIGNED, and by these presents does GRANT, TRANSFER AND ASSIGN, unto Assignee and its successors and assigns the Pipeline Easements and all other servitudes, grants, prescriptive rights and all other forms of legal and equitable rights to use the Pipeline Easements, of every kind and character, to have and to hold the same forever, together with all and singular the rights and appurtenances thereto in anywise belonging unto Assignee, its successors and assigns forever.

2. Assignee hereby accepts the terms of this Assignment and agrees to assume all of the terms, covenants and conditions of, and to pay, perform, comply with and discharge all of the Assignor's obligations in connection with the Pipeline Easements accruing, or arising from events occurring, from and after the Effective Date.

3. Subject to terms and conditions set forth herein, Assignor represents and warrants to Assignee that (i) it has not sold, transferred, conveyed, leased, encumbered or assigned any portion of the Pipeline Easements; and (ii) as of the Effective Date, each of the Pipeline Easements is free from any monetary encumbrances. Other than the representations set forth in this Section 3, it is the intention of Assignor and Assignee to expressly revoke, release, negate and exclude all representations and warranties of every type and description, express or implied whether arising by contract, statute or the common law.

4. ASSIGNOR HEREBY GRANTS, TRANSFERS AND ASSIGNS TO ASSIGNEE THE PIPELINE EASEMENTS, ALL IN THEIR PRESENT CONDITION AND STATE OF REPAIR, WITH ALL FAULTS, LIMITATIONS AND DEFECTS (HIDDEN AND APPARENT) AND, EXCEPT AS EXPRESSLY PROVIDED HEREIN, WITHOUT ANY GUARANTEES OR WARRANTIES (EXPRESS OR IMPLIED), AS TO THEIR TITLE, QUALITY, MERCHANTABILITY OR THEIR FITNESS FOR ASSIGNEE'S INTENDED USE OR A PARTICULAR PURPOSE OR ANY USE OR PURPOSE WHATSOEVER. ASSIGNEE HEREBY ACCEPTS THE PIPELINE EASEMENTS "AS-IS", "WHERE-IS" IN THEIR PRESENT CONDITION AND STATE OF REPAIR, WITH ALL FAULTS, LIMITATIONS AND DEFECTS (HIDDEN AND APPARENT) AND WITHOUT ANY GUARANTEES OR WARRANTIES (EXPRESS OR IMPLIED), AS TO THEIR TITLE, QUALITY, MERCHANTABILITY OR THEIR FITNESS FOR ASSIGNEE'S INTENDED USE OR A PARTICULAR PURPOSE OR ANY USE OR PURPOSE WHATSOEVER. EXCEPT AS EXPRESSLY SET FORTH HEREIN, ALL REPRESENTATIONS AND WARRANTIES ARE EXCLUDED.

5. If there are prohibitions against, or conditions to, the assignment of any Pipeline Easements, without the prior written consent of third parties either as a result of the provisions thereof or the requirements of applicable law, and such written consents have not been obtained on or prior to the date hereof, then, (i) any provision contained in this Assignment or any agreement executed in connection therewith to the contrary notwithstanding, the transfer of title to, or interest in, such Pipeline Easements pursuant to this Assignment shall not become effective unless and until such consent requirement is satisfied, waived or no longer applies, and (ii) until such consent requirement is satisfied, waived or no longer applies, Assignor shall (without infringing on the legal rights of any third party, breaching any such Pipeline Easements or violating any law) provide Assignee with the equivalent benefits of the Pipeline Easements, by subcontract, sublease or otherwise, on the condition that Assignee shall cooperate and assist in such efforts and shall bear all economic burdens and other obligations and liabilities of Assignor regarding such period under such Pipeline Easements, notwithstanding the fact that the same has not been transferred to Assignee. When and if such consent requirement is so satisfied, waived or no longer applies, to the extent permitted by applicable law, the assignment of such Pipeline Easements shall become effective automatically as of the date hereof, without further action on the part of Assignor or Assignee and without payment of further consideration.

6. From time to time, as and when reasonably requested by Assignor or Assignee, the Parties shall execute and deliver such documents and instruments, and shall take such further actions (including corrective actions) as may be reasonably necessary to carry out the purposes of this Assignment.

7. None of the provisions herein are intended by the Parties, nor will they be deemed, to confer any benefit on any person not a Party to this Assignment.

8. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, and any of the obligations of Buyer or Seller set forth in the MIPA nor shall this agreement expand or enlarge any remedies under the MIPA. To the extent the terms and provisions of this Assignment are in conflict, or inconsistent, with the terms and provisions of the MIPA, the terms and provisions of the MIPA shall control.

9. The laws of the State of Texas shall govern the interpretation and performance of this Assignment, without regard to conflict of law principles.

10. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

**ASSIGNOR:**

ROCKY MOUNTAIN PIPELINE SYSTEM LLC

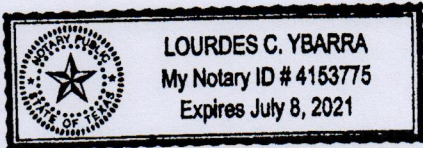
By: \_\_\_\_\_

Name: George N. Polydoros, Jr. *GNP*

Title: Vice President *VP*

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on this 31<sup>st</sup> day of October 2017, by George N. Polydoros, Jr., Vice President of Rocky Mountain Pipeline System LLC, a Texas limited liability company, on behalf of said limited liability company.



*Lourdes Ybarra*  
\_\_\_\_\_  
Notary Public in and for the State of Texas

**ASSIGNEE:**

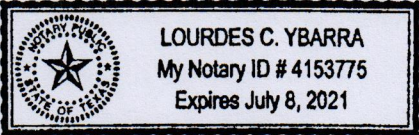
SLC PIPELINE LLC

By: \_\_\_\_\_

Name: George N. Polydoros, Jr. *LDR*  
Title: Attorney in Fact *KKB*

STATE OF TEXAS           §  
   §  
COUNTY OF HARRIS      §

This instrument was acknowledged before me on this 31<sup>st</sup> day of October 2017, by George N. Polydoros, Jr., Attorney in Fact of SLC Pipeline LLC, a Delaware limited liability company, on behalf of said limited liability company.



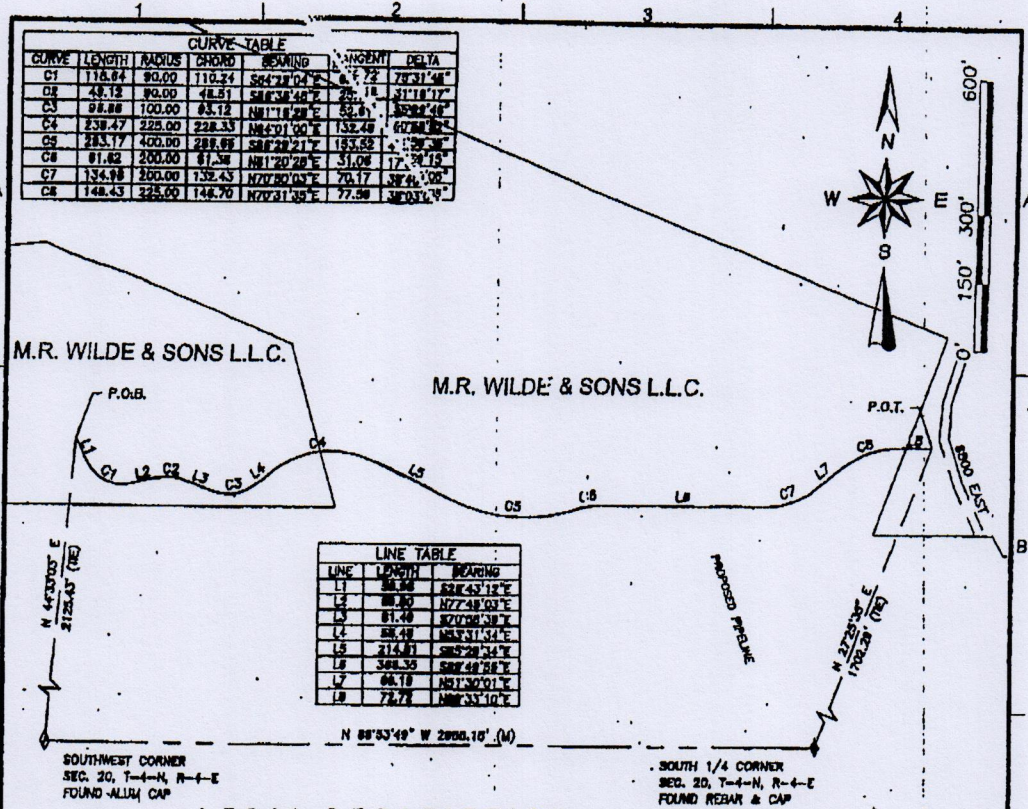
*Lourdes C. Ybarra*  
\_\_\_\_\_  
Notary Public in and for the State of Texas  
My commission expires: 8 July 2021

**EXHIBIT A**  
Pipeline Easements

Item No	File No	Grantor	Grantee	Instrument	Doc. Date	Doc. No.	Book	Page
1	9025-0035	M R Wilde & Sons LLC, M R Wilde & Sons Company	Rocky Mountain Pipeline System LLC	ROW	01/10/2011	122457  00-0084-2678	289	1751
2	9025-0103	Gailey Ranch LLC, Sinclair Real Estate Company	Rocky Mountain Pipeline System LLC	ROW	07/20/2011	123636 00-0002-6391 00-0002-6375 00-0002-6392 00-0002-6359	292	839
3	9025-0103	Gailey Ranch LLC and Sinclair Real Estate Company	Rocky Mountain Pipeline System LLC	ROW	03/03/2017	141129  01-005-058  Sec 26-5M-1E	334	927
4	9025-0103 00-0002-6680 00-0002-6722 00-0002-6805	Gailey Ranch LLC and Sinclair Real Estate Company	Rocky Mountain Pipeline System LLC 00-0001-1724 00-0001-1773 00-0001-1849 00-0000-3408	Memorandum	03/03/2017 00-0001-1617 00-0001-1666 00-0000-3432 00-0000-3465 00-0001-1872 00-0001-1526 00-0001-1559 00-0001-1583	141128 00-0001-2003 00-0001-2276 00-0001-1690 00-0001-2292 00-0001-2409 00-0001-2406 00-0001-6517 00-0002-6177	334	918 00-0002-6292 00-0002-6334 00-0002-6359 00-0002-6375 00-0002-6391 00-0002-6623
5	01-0821	United States Department of Agriculture Forest Service (No. SL403002)	Rocky Mountain Pipeline System LLC	Permit	02/17/2009			
6	9025-0014	Farmland Reserve Inc.	Rocky Mountain Pipeline Systems LLC	ROW	08/08/2006	104669  00-0004-5482	236	251
7	9025-0063	Union Pacific Railroad Company (No. 2456-12)	Rocky Mountain Pipeline System LLC	License	02/07/2008			

PAA LAW\_COR: 118473v1  
\*For internal reference only

8	9025-0068	Union Pacific Railroad Company (No. 2453-94)	Rocky Mountain Pipeline System LLC	License	07/03/2007			
9	9025-0103	Gailey Ranch LLC and Sinclair Real Estate Company	Rocky Mountain Pipeline System LLC	License	03/03/2017			
10	9025-0106	Union Pacific Railroad Co (No. 2461-35)	Rocky Mountain Pipeline System LLC	License	07/23/2008			
11	9025-0106-1	Union Pacific Railroad Company (No 2491-96)	Rocky Mountain Pipeline System LLC	License	02/15/2008			
12	9025-0219	Utah Department of Transportation	Rocky Mountain Pipeline System LLC	License	05/08/2007			
13	9025-0087	Rocky Mountain Pipeline System LLC	Clay Wilkinson	Amendment	11/12/2008	115505	275	818
						000-0001-4371		



CURVE TABLE						
CURVE	LENGTH	RADIUS	CHORD	BEARING	ANGEMENT	DELTA
C1	118.84	90.00	110.24	S84°28'04"E	6.72	78°31'48"
C2	49.12	90.00	48.51	S86°38'46"E	26.18	31°18'17"
C3	98.88	100.00	83.12	N11°18'28"E	53.61	30°28'48"
C4	238.47	225.00	228.33	N84°01'00"E	132.48	67°58'32"
C5	283.17	400.00	288.89	S88°28'21"E	153.62	41°29'36"
C6	81.62	200.00	81.38	N17°20'28"E	31.08	17°29'18"
C7	134.98	200.00	132.43	N70°20'03"E	70.17	38°41'00"
C8	148.43	225.00	148.70	N70°31'35"E	77.98	38°03'18"

LINE TABLE		
LINE	LENGTH	BEARING
L1	88.80	S84°31'12"E
L2	88.80	N77°48'03"E
L3	81.48	N70°26'38"E
L4	88.48	N83°31'54"E
L5	214.81	S85°28'24"E
L6	368.35	S88°48'58"E
L7	66.18	N81°30'01"E
L8	72.72	N88°33'10"E

**LEGAL DESCRIPTION**

A STRIP OF LAND 25.00 FEET IN WIDTH, FOR THE PURPOSE OF INGRESS AND EGRESS FOR THE CONSTRUCTION OF THE ROCKY MOUNTAIN PIPELINE, LLC, SITUATED IN THE SOUTH HALF OF SECTION 20, TOWNSHIP 4 NORTH, RANGE 4 EAST, SALT LAKE BASE MERIDIAN, MORGAN COUNTY, UTAH; BEING 12.50 FEET LEFT AND 12.50 FEET RIGHT OF THE DESCRIBED CENTERLINE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 20, T 4 N, R 4 E, S.L.B.M., A FOUND ALUMINUM CAP, THENCE NORTH 44° 33' 03" EAST A DISTANCE OF 2125.43 FEET TO THE POINT OF BEGINNING FOR A 25 FOOT WIDE ACCESS ROAD FOR THE ROCKY MOUNTAIN PIPELINE, LLC PROJECT; THENCE ALONG THE SAID CENTERLINE THE FOLLOWING (18) SIXTEEN COURSES:

1. SOUTH 28° 43' 12" EAST A DISTANCE OF 58.88 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;
2. HAVING A RADIUS OF 90.00 FEET AN ANGLE OF 78°31' 48", CHORD BEARS SOUTH 84°28' 04" EAST A DISTANCE OF 110.24 FEET, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 118.84 FEET;
3. NORTH 77°48'03" EAST A DISTANCE OF 88.80 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;
4. HAVING A RADIUS OF 90.00 FEET AN ANGLE OF 31°18' 17", CHORD BEARS SOUTH 86°38' 46" EAST A DISTANCE OF 48.51 FEET, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 49.12 FEET;
5. SOUTH 70° 58' 38" EAST A DISTANCE OF 81.48 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;
6. HAVING A RADIUS OF 100.00 FEET AN ANGLE OF 53°28' 48", CHORD BEARS NORTH 81°16' 28" EAST A DISTANCE OF 83.12 FEET, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 98.88 FEET;
7. NORTH 53° 31' 34" EAST A DISTANCE OF 88.48 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;
8. HAVING A RADIUS OF 225.00 FEET AN ANGLE OF 80°58' 52", CHORD BEARS NORTH 84°01' 00" EAST A DISTANCE OF 228.33 FEET, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 238.47 FEET;
9. SOUTH 88° 28' 34" EAST A DISTANCE OF 214.81 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;
10. HAVING A RADIUS OF 400.00 FEET AN ANGLE OF 41°58' 38", CHORD BEARS SOUTH 88°29' 21" EAST A DISTANCE OF 288.89 FEET, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 283.17 FEET TO A REVERSE CURVE TO THE RIGHT;
11. HAVING A RADIUS OF 200.00 FEET AN ANGLE OF 17°39' 18", CHORD BEARS NORTH 81°20' 20" EAST A DISTANCE OF 81.38 FEET, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 81.62 FEET;
12. SOUTH 88° 48' 55" EAST A DISTANCE OF 368.35 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;
13. HAVING A RADIUS OF 200.00 FEET AN ANGLE OF 38°40' 06", CHORD BEARS NORTH 70°50' 03" EAST A DISTANCE OF 132.43 FEET, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 134.98 FEET;
14. NORTH 51° 30' 01" EAST A DISTANCE OF 88.18 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;
15. HAVING A RADIUS OF 225.00 FEET AN ANGLE OF 38°03' 08", CHORD BEARS NORTH 70°31' 35" EAST A DISTANCE OF 148.70 FEET, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 148.43 FEET;
16. NORTH 88° 33' 10" EAST A DISTANCE OF 72.72 FEET TO A POINT WHICH LIES ON THE WESTERN RIGHT-OF-WAY LINE OF 66 FOOT RIGHT-OF-WAY OF 6800 EAST, SAID POINT OF ENDING LIES NORTH 27°25' 35" EAST A DISTANCE OF 1702.29 FEET MORE OR LESS FROM THE SOUTH 1/4 CORNER OF SECTION 20, T 4 N, R 4 E, S.L.B.M., A FOUND REBAR AND CAP.

THE TOTAL LENGTH OF AN ACCESS ROAD ACROSS THE M.R. WILDE & SONS L.L.C. LAND, AS DESCRIBED ABOVE IS 2131.11 FEET OR 129.16 ROOS OR 0.40 MILES IN LENGTH AND CONTAINS 83,278 SQ FT OR 1.22 ACRES MORE OR LESS.

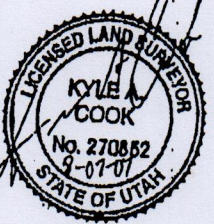
**CERTIFICATE OF SURVEYOR**

STATE OF UTAH )  
COUNTY OF SALT LAKE )

I, KYLE A. COOK OF SALT LAKE, UTAH HEREBY CERTIFY THAT THIS PLAT OF THE ACCESS EASEMENT FOR THE ROCKY MOUNTAIN PIPELINE, LLC, WAS MADE FROM NOTES TAKEN DURING AN ACTUAL FIELD SURVEY MADE UNDER MY DIRECTION BY RON WEED IN JULY, 2007 AND IT CORRECTLY SHOWS THE LOCATION OF THE PROPOSED CENTERLINE OF THE ACCESS ROAD AND OWNERSHIP BOUNDARIES TO THE BEST OF MY KNOWLEDGE.

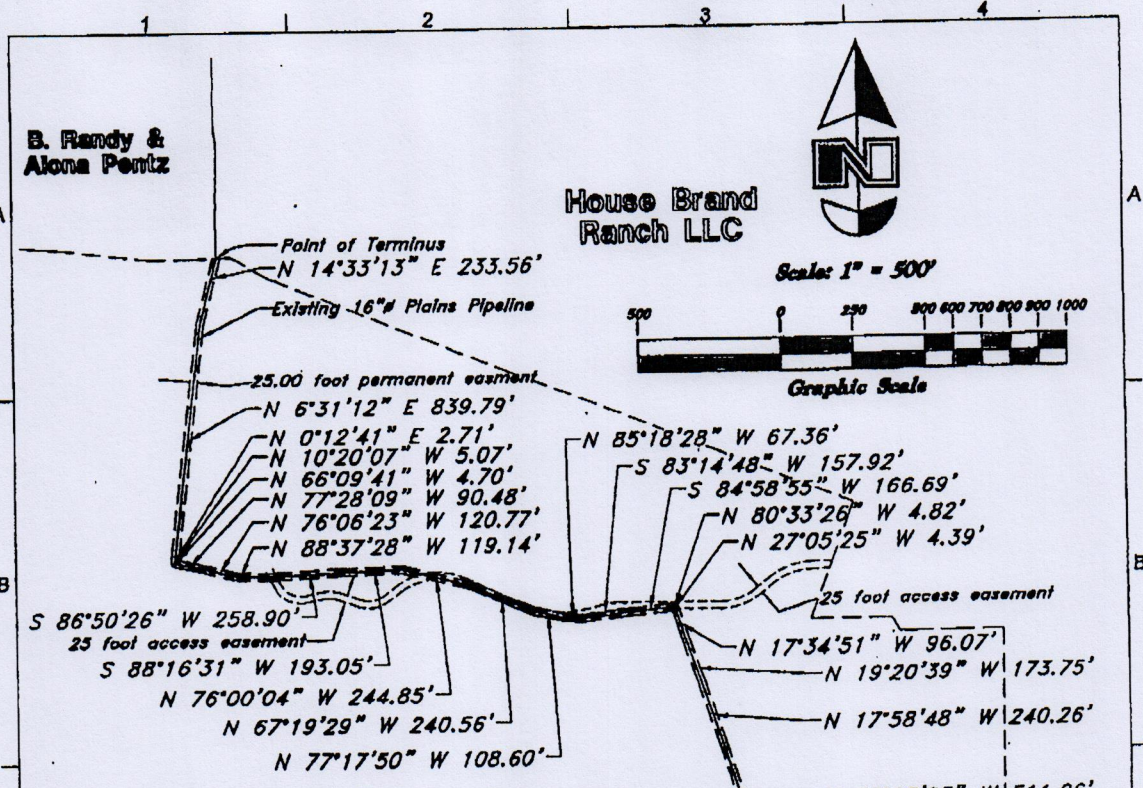
**SURVEYORS NARRATIVE**

THE PURPOSE OF THIS SURVEY IS TO PROVIDE A 25 FOOT ACCESS EASEMENT FOR THE CONSTRUCTION OF A NEW PIPELINE FOR ROCKY MOUNTAIN PIPELINE LLC PROJECT, LOCATED IN MORGAN COUNTY UTAH.



PRINTED 8/4/2007 FOR <input type="checkbox"/> PRELIMINARY <input type="checkbox"/> DESIGN DEVELOPMENT <input type="checkbox"/> BRIDGING <input type="checkbox"/> CONSTRUCTION <input type="checkbox"/> APPROVAL <input type="checkbox"/> AS BUILT <input type="checkbox"/> REVISION	ACCESS ROAD EASEMENT FOR WILDE PROPERTY PLAINS PIPELINE, L.P. WA-01
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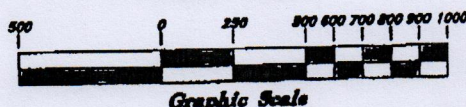


B. Randy & Alona Pentz

House Brand Ranch LLC



Scale: 1" = 500'



M R Wilde & Sons Company

**LEGAL DESCRIPTION**

A strip of land 25.00 feet in width, situated in the South half of Section 20, Township 4 North, Range 4 East, Salt Lake Base and Meridian, Morgan County, Utah; being 12.5 feet each side of the following described centerline:

Beginning a point on the South line of said Section 20, which is 1986.25 feet North 89°41'08" West along the South line of said Section, from the Southeast corner of said Section 20 to the true point of beginning; and running thence twenty-three (23) courses along the centerline of a 16" diameter pipeline as follows:  
 North 18°10'28" West 416.20 feet; North 17°13'05" West 511.06 feet; North 17°58'48" West 240.26 feet; North 19°20'39" West 173.75 feet; North 17°34'51" West 96.07 feet; North 27°05'25" West 4.39 feet; North 80°33'28" West 4.82 feet; South 84°58'55" West 166.69 feet; South 83°14'48" West 157.92 feet; North 85°18'28" West 67.36 feet; North 77°17'50" West 108.60 feet; North 67°19'29" West 240.56 feet; North 76°00'04" West 244.85 feet; South 88°16'31" West 193.05 feet; South 86°50'26" West 258.90 feet; North 88°37'28" West 119.14 feet; North 76°06'23" West 120.77 feet; North 77°28'09" West 90.48 feet; North 66°09'41" West 4.70 feet; North 10°20'07" West 5.07 feet; North 0°12'41" East 2.71 feet; North 6°31'12" East 839.79 feet and North 14°33'13" East 233.56 feet, more or less, to a point on the South line of that tract of land described in the Warranty deed recorded in Book M91, Page 364 of the Morgan County Records, said point also being the point of terminus of said centerline.

**Note:**  
 The sidelines of said 25.0 foot wide permanent easement to be extended or shortened to meet at angle points and to terminate at the Grantor's Northerly and Southerly property line.

The total length of the Plains pipeline, L.P. easement across MR Wilde & Sons Company land, as described above is 4,300.7 feet or 260.65 rods or 0.81 mile in length and contains 107,513 sq. ft or 2.468 acres, more or less.

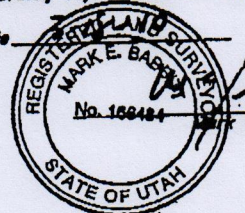
South quarter corner of Section 20, T4N, R4E, SL&M, US Survey

Point of Beginning  
 Southeast corner of Section 20, T4N, R4E, SL&M, US Survey

**CERTIFICATION OF SURVEYOR**

I, Mark E. Babbitt, 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 plat; that the survey of said works was made under my supervision and under my authority and that such survey is accurately represented on this plat.

Date



*Mark E. Babbitt*  
 Mark E. Babbitt

**SURVEYOR'S NARRATIVE:**

The purpose of this survey is to provide a 25.00 foot wide permanent easement for the Rocky Mountain pipeline for the Plains Pipeline L.P. project, located in Morgan County Utah.

**GREAT BASIN ENGINEERING**  
 8748 SOUTH 1475 EAST ORSKEN, UTAH 84409  
 PHN (801)894-4815 FAX (801)881-8829 FAX (801)898-7844  
 WWW.GREATBASINENGINEERING.COM

PRINTED 3/18/2010 FOR DATE			
<input type="checkbox"/> PRELIMINARY			
<input type="checkbox"/> DESIGN DEVELOPMENT			
<input type="checkbox"/> DESIGN			
<input type="checkbox"/> CONSTRUCTION			
<input type="checkbox"/> APPROVAL			
<input type="checkbox"/> AS BUILT			
<input type="checkbox"/> REVISION			

FILE		PLAINS PIPELINE, L.P.	
Pipeline easement for M R Wilde & Sons Co			
DATE	BY	DATE	BY
3/15/10		3/15/10	
07N401		AS NOTED	



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.

**GREAT BASIN ENGINEERING - NORTH**

P.O. Box 150048 •  
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.



CONSULTING ENGINEERS

AND LAND SURVEYORS

**GREAT BASIN ENGINEERING - NORTH**

P.O. Box 150048 •

Ogden, Utah 84415

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Fax (801) 392-7544

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°01'38" 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 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°00'13" West, Central angle equals 41°41'41" and Long Chord bears North 48°08'56" East 111.96 feet); thence North 26°06'13" East 24.56 feet; thence South 87°40'39" West 94.28 feet; thence North 33.03 feet; thence North 87°40'39" East 110.81 feet; thence North 26°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°36'06" East, Central angle equals 43°44'11" and Long Chord bears North 67°15'59" East 69.27 feet); thence North 85°57'47" East 73.53 feet; thence North 88°17'27" East 175.25 feet; thence South 89°45'27" East 88.87 feet; thence North 86°40'20" East 42.66 feet; thence North 89°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°31'44" West, Central angle equals 12°37'22" and Long Chord bears North 73°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°48'38" West, Central angle equals 33°34'01" and Long Chord bears North 7°35'38" West 8.56 feet); thence North 34°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  $34^{\circ}45'41''$  West, Central angle equals  $3^{\circ}31'39''$  and Long Chord bears North  $57^{\circ}00'08''$  West 11.49 feet); thence North  $70^{\circ}38'40''$  West 53.56 feet; thence North  $21^{\circ}59'15''$  East 54.23 feet; thence South  $67^{\circ}22'55''$  East 89.71 feet; thence South  $20^{\circ}56'05''$  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  $71^{\circ}14'32''$  East, Central angle equals  $12^{\circ}00'16''$  and Long Chord bears South  $12^{\circ}45'20''$  West 7.32 feet); thence South  $34^{\circ}24'01''$  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  $61^{\circ}09'53''$  West, Central angle equals  $63^{\circ}40'32''$  and Long Chord bears South  $3^{\circ}00'09''$  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  $26^{\circ}27'35''$  West, Central angle equals  $16^{\circ}41'47''$  and Long Chord bears South  $71^{\circ}53'18''$  West 64.54 feet); thence South  $89^{\circ}24'13''$  West 83.31 feet; thence South  $86^{\circ}40'20''$  West 42.90 feet; thence South  $89^{\circ}45'27''$  West 89.34 feet; thence South  $88^{\circ}17'27''$  West 174.02 feet; thence South  $85^{\circ}57'47''$  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  $0^{\circ}05'30''$  East, Central angle equals  $39^{\circ}43'20''$  and Long Chord bears South  $70^{\circ}02'50''$  West 40.76 feet); thence South  $26^{\circ}06'13''$  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  $62^{\circ}48'26''$  West, Central angle equals  $45^{\circ}34'25''$  and Long Chord bears South  $49^{\circ}58'47''$  West 147.41 feet) to the point of beginning.

TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN

PARCEL 6: - *Serial No.: 01-003-002; Parcel No.: 00-0000-3408*  
ALL OF SECTION 2

PARCEL 7: - *Serial No.: 01-003-003; Parcel No.: 00-0000-3432*  
ALL OF SECTION 3

PARCEL 8: - *Serial No.: 01-003-004; Parcel No.: 00-0000-3465*  
ALL OF SECTION 11

TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN

PARCEL 9: *Serial No.: 01-004-007; Parcel No.: 00-0001-1526*  
BEGINNING AT THE NORTHWEST CORNER OF SECTION 1, RUNNING THENCE EAST 98 RODS; THENCE SOUTH 320 RODS; THENCE WEST 98 RODS; THENCE NORTH 320 RODS TO THE PLACE OF BEGINNING.

PARCEL 10: - *Serial No.: 01-004-008; Parcel No.: 00-0001-1559*  
ALL OF SECTION 2

PARCEL 11: - *Serial No.: 01-004-009; Parcel No.: 00-0001-1593*  
ALL OF SECTION 3

PARCEL 12: - *Serial No.: 01-004-010; Parcel No.: 00-0001-1617*  
THE EAST HALF OF THE SOUTHWEST QUARTER, AND THE SOUTHEAST QUARTER OF SECTION 4

PARCEL 13: - *Serial No.: 01-004-012; Parcel No.: 00-0001-1666*  
ALL OF SECTION 9, LESS THE FOLLOWING DESCRIBED PROPERTY: BEGINNING ON THE SOUTH LINE OF SECTION 9, AFORESAID, AT A POINT WHERE SAID SECTION LINE CROSSES THE TOP OF THE MOUNTAIN; THENCE NORTH ALONG THE TOP OF THE MOUNTAIN TO THE NORTH LINE OF SAID SECTION 9; THENCE WEST TO THE NORTHWEST CORNER OF SAID SECTION; THENCE SOUTH ONE MILE TO SOUTHWEST CORNER OF SAID SECTION; THENCE EAST TO POINT OF BEGINNING.

PARCEL 14: *Serial No.: 01-004-013; Parcel No.: 00-0001-1690*  
ALL OF SECTION 10

PARCEL 15: *Serial No.: 01-004-014; Parcel No.: 00-0001-1724*  
ALL OF SECTION 11

PARCEL 16: - *Serial No.: 01-004-015; Parcel No.: 00-0001-1773*  
THE SOUTH HALF AND THE SOUTH HALF OF THE NORTH HALF OF SECTION 12. BEGINNING AT A POINT 23.50 CHAINS WEST FROM THE NORTHEAST CORNER OF SECTION 12, RUNNING THENCE SOUTH 20.00 CHAINS; THENCE WEST 32.50 CHAINS; THENCE NORTH 20.00 CHAINS; THENCE EAST 32.50 CHAINS TO POINT OF BEGINNING.

PARCEL 17: - *Serial No.: 01-004-019; Parcel No.: 00-0001-1849*  
ALL OF SECTION 13

PARCEL 18: - *Serial No.: 01-004-020; Parcel No.: 00-0001-1872*  
THE WEST HALF AND THE SOUTHEAST QUARTER OF SECTION 14

PARCEL 19: - *Serial No.: 01-004-022; Parcel No.: 00-0001-1922*  
ALL OF SECTION 15

PARCEL 20: - *Serial No. 01-004-023; Parcel No.: 00-0001-1963*



THE EAST HALF AND THE EAST HALF OF THE WEST HALF OF SECTION 22

PARCEL 21: - *Serial No.: 01-004-024; Parcel No.: 00-0001-2003*  
ALL OF SECTION 23

PARCEL 22: - *Serial No.: 01-004-040; Parcel No.: 00-0001-2276*  
THE WEST HALF AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 26

PARCEL 23: - *Serial No.: 01-004-041; Parcel No.: 00-0001-2292*  
ALL OF SECTION 27

PARCEL 24: - *Serial No.: 01-004-047; Parcel No.: 00-0001-2409*  
THE SOUTHWEST QUARTER, AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 35

PARCEL 25: - *Serial No.: 01-004-049; Parcel No.: 00-0001-2466*  
THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36

TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE MERIDIAN

PARCEL 26: - *Serial No.: 01-004-262; Parcel No.: 00-0001-6517*  
THE NORTHWEST QUARTER OF SECTION 19.  
EXCEPTING THEREFROM THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER BOOK 292 IN PAGE 1338 TO WEBER BASIN WATER CONSERVANCY DISTRICT.

TOWNSHIP 5 NORTH RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN

PARCEL 27: *Serial No.: 01-005-057; Parcel No.: 00-0002-6177*  
BEGINNING AT A POINT 11.50 CHAINS EAST FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26; RUNNING THENCE NORTH 5 DEG 30 MIN WEST 7.39 CHAINS TO UNION PACIFIC RAILROAD FENCE; THENCE FOLLOWING SAID FENCE SOUTH 83 DEG 30 MIN EAST 24.30 CHAINS; THENCE SOUTH 9 DEG 00 MIN EAST 4.88 CHAINS, MORE OR LESS, TO THE QUARTER, QUARTER LINE; THENCE WEST 24.50 CHAINS TO THE POINT OF BEGINNING.

PARCEL 28: - *Serial No.: 01-005-057-01; Parcel No.: 00-0002-6185*  
BEGINNING AT THE SOUTHEAST CORNER OF SECTION 26, THENCE WEST 80 RODS; THENCE NORTH 30 RODS, MORE OR LESS, TO THE WEBER RIVER; THENCE UP SAID RIVER SOUTH 75 DEG 00 MIN EAST 20.86 CHAINS; THENCE SOUTH 8 RODS TO THE POINT OF BEGINNING.

PARCEL 29: - *Serial No.: 01-005-058; Parcel No.: 00-0002-6227*  
THE SOUTH HALF OF THE SOUTHWEST QUARTER, AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26. LESS AMOUNT DEED TO WEBER BASIN WATER CONSERVANCY DISTRICT IN BOOK 292 PAGE 1337 AND BOOK 297 PAGE 794 AND THE ORIGINAL WEBER BASIN CANAL IN BOOK R AT PAGES 119 AND 120.

PARCEL 30: - *Serial No.: 01-005-059; Parcel No.: 00-0002-6292*  
BEGINNING AT THE CENTER OF THE SOUTHEAST QUARTER OF SECTION 27; RUNNING THENCE NORTH 8.00 CHAINS, MORE OR LESS, TO THE RIGHT OF WAY OF THE UNION PACIFIC RAILROAD COMPANY; THENCE WEST 3.50 CHAINS; THENCE SOUTH 78 DEG 00 MIN WEST ALONG SAID RIGHT OF WAY 17 CHAINS, MORE OR LESS, TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 27; THENCE SOUTH ON SAID LINE 3 CHAINS, MORE OR LESS, TO THE QUARTER, QUARTER CORNER; THENCE EAST 20 CHAINS TO THE PLACE OF BEGINNING. EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THORNLEY K. SWAN AND J.W. SWAN BY DEED RECORDED IN BOOK 'R' OF DEEDS, PAGE 624.

PARCEL 31: - *Serial No.: 01-005-062-01; Parcel No.: 00-0002-6334*

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, RUNNING THENCE NORTH 80 RODS. THENCE WEST 680 FEET, THENCE SOUTH 680 FEET; THENCE WEST 1320 FEET; THENCE NORTH 650 FEET; THENCE WEST 680 FEET; THENCE SOUTH 80 RODS; THENCE EAST 160 RODS TO THE POINT OF BEGINNING. LESS THOSE PORTIONS THEREOF CONDEMNED FOR THE GATEWAY CANAL IN BOOK R OF DEEDS, PAGE 119, AND THE PORTION THEREOF CONVEYED TO THORNLEY K. SWAN AND J.W. SWAN, BY DEED RECORDED IN BOOK "R" OF DEEDS, PAGE 824.

PARCEL 32: - *Serial No.: 01-005-060; Parcel No.: 00-0002-6359*  
 BEGINNING 13.50 CHAINS SOUTH FROM THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST; THENCE SOUTH 3 CHAINS, MORE OR LESS, TO THE RIGHT OF WAY OF THE UPRR CO., THENCE NORTH 78 DEG 00 MIN EAST ALONG SAID RIGHT OF WAY 10 CHAINS; THENCE NORTH 10 DEG 00 MIN EAST 2 CHAINS MORE OR LESS TO THE NORTH LINE OF THE COUNTY ROAD; THENCE SOUTH 80 DEG 00 MIN WEST ALONG LINE 10 CHAINS TO THE POINT OF BEGINNING. RESERVING THEREFROM THE COUNTY ROAD AS NOW CONSTRUCTED.

PARCEL 33: - *Serial No.: 01-005-061; Parcel No.: 00-0002-6375*  
 BEGINNING AT THE CENTER OF THE SOUTHEAST QUARTER OF SECTION 27, AND RUNNING THENCE NORTH 8 CHAINS; THENCE RUNNING ALONG THE SOUTH SIDE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY EASTERLY 11.55 CHAINS; THENCE SOUTH 8 CHAINS TO THE QUARTER SECTION LINE; THENCE WEST 11.55 CHAINS TO THE PLACE OF BEGINNING.

PARCEL 34: - *Serial No.: 01-005-062; Parcel No.: 00-0002-6391*  
 BEGINNING 1320 FEET NORTH AND 650 FEET WEST FROM THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN; THENCE SOUTH 680 FEET; THENCE WEST 1320 FEET; THENCE NORTH 650 FEET; THENCE EAST 1320 FEET TO BEGINNING. LESS AMOUNT TO WEBER CONSERVANCY DISTRICT AND THE PORTION THEREOF CONVEYED TO THORNLEY K. SWAN AND J.W. SWAN BY DEED RECORDED IN BOOK "R" OF DEEDS, PAGES 119, 122 AND 824. ALSO LESS PORTION DEED TO WEBER BASIN WATER CONSERVANCY DISTRICT IN BOOK 292 AT PAGE 237 AND IN BOOK 297, AT PAGE 794.

PARCEL 35: - *Serial No.: 01-005-069; Parcel No.: 00-0002-6623*  
 THE SOUTH HALF OF THE SOUTHEAST QUARTER, AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28

PARCEL 36: - *Serial No.: 01-005-070; Parcel No.: 00-0002-6680*  
 ALL OF SECTION 33

PARCEL 37: - *Serial No.: 01-005-071; Parcel No.: 00-0002-6722*  
 ALL OF THE EAST HALF AND THE EAST HALF OF THE WEST HALF OF SECTION 34, EXCEPT WEBER BASIN WATER CONSERVANCY DISTRICT PROPERTY SERIAL NUMBER 01-005-071-NA

PARCEL 38: - *Serial No.: 01-005-072; Parcel No.: 00-0002-6805*  
 ALL OF SECTION 35, EXCEPTING THAT PORTION THEREOF CONDEMNED FOR GATEWAY CANAL IN BOOK "R" OF DEEDS, PAGE 119, 122. ALSO LESS DEEDED TO WEBER BASIN WATER CONSERVANCY DISTRICT IN BOOK 292 AT PAGE 1337 AND BOOK 297, AT PAGE 794.

TOGETHER WITH A RIGHT OF WAY INTEREST AS CREATED IN BOOKS M162-349, M162-369, M162-390, ALSO M158-236, M158-280, M158-304, M158-282, M158-326 AND M158-212.

SCHEDULE A

Order Number: 20044991 FIRST AMEND

1044083149  
NC80401052E

LEGAL DESCRIPTION

IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN: BEGINNING AT A POINT 781.7 FEET SOUTH 58° EAST FROM MONUMENT "B", OF MORGAN CITY SURVEY, (MONUMENT "B" IS DESCRIBED AS BEING 9.70 CHAINS SOUTH FROM THE NORTH QUARTER SECTION CORNER STONE OF SAID SECTION 36), AND RUNNING THENCE SOUTH 58° EAST 36.3 FEET PARALLEL WITH AND 100.0 FEET DISTANT FROM THE CENTER LINE OF THE U.P.R.R.W.B.M., THENCE SOUTH 31° WEST 188.0 FEET TO THE NORTHERLY LINE OF THE BOB NETZ PROPERTY AS CONVEYED IN BOOK M-25, PAGE 626; THENCE NORTH 58° WEST 40.3 FEET; THENCE NORTH 32° 10' EAST 188.0 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH A RIGHT OF WAY FOR COMMON DRIVEWAY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS NORTH 58° WEST 3.8 FEET FROM THE NORTHWEST CORNER OF THE ABOVE DESCRIBED PROPERTY AND RUNNING THENCE SOUTH 32° 10' WEST 188.0 FEET, RUNNING THENCE SOUTH 58° EAST 8.3 FEET; THENCE NORTH 32° 10' EAST 188.0 FEET; THENCE NORTH 58° WEST 8.3 FEET TO THE POINT OF BEGINNING. SAID RIGHT OF WAY TO BE USED IN COMMON WITH THE ADJOINING PROPERTY OWNER TO THE WEST.

PARCEL NO. 00-0004-5482

**"EXHIBIT B"**Legal Description

SIT IN SEC 6 & 7 T4N, R2E, SLB&M. BEG AT A PT WH IS 4846 FT S 885 FT W FRM THE NE COR STONE OF SEC 6; & RUN TH S 27°50' E 672 FT; TH N 80°25' E 366 FT; TH S 1°30' W 320 FT; TH S 27°06' E 453 FT; TH ALG BDY LN FNC S 60°35' W 1306 FT TO A RD; TH ALG SD RD 6 COUR AS FOLS: N 20°50' W 335 FT; TH N 33°40' W 93 FT; TH N 51°20' W 436 FT; TH N 39°50' W 114.5 FT; TH N 33°35' W 276 FT; TH N 43°25' W 351 FT; TH ALG A BDY FNC N 62° E 1411.5 FT TO THE POB. EXCEPT THEREFRM THAT PORTION CONVEYED TO THE U.S. FOR CANAL AS CONVEYED IN BOOK Q OF DEEDS, PG 544. SUBJ TO A R. OF W FOR A COW LANE ALG THE NW SIDE FRM THE CO RD TO CHARLES ALFRED BOHMAN'S LAND. TOG/W A R. OF W FOR A DITCH APPROX 10 FT WIDE FOR THE PURPOSE OF CONVEYING WATER FROM THE ANDERSON AND BOHMAN DITCH TO THE S'LY LN OF THE ABOVE DESC TRACT, TOG/W THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF CLEANING AND MAINTAINING SD DITCH. SD DITCH BEING LOC APPROX AS FOLS: BEG AT A PT ON THE ANDERSON-BOHMAN DITCH APPROX 2250 FT S AND 500 FT E OF THE NW COR OF SEC 8, T4N, R2E, S.L.M.; TH SW'LY ALG THE S LN OF GIBBONS AND ELDREDGE LIVESTOCK CO. FARM 440 FT; TH MEANDERING IN A NW'LY DIRECTION TO A PT ON THE S LN OF THE ABOVE DESC TRACT ABOUT 650 FT E FR THE SW'LY COR THEREOF. CONT. 26.55 AC.