

2273820
BK 4291 PG 313

RECORDING REQUESTED BY
Pacific Pipeline System LLC

WHEN RECORDED MAIL TO

NAME **Rocky Mountain Pipeline System LLC**

MAILING **1575 Highway 150 South, # E**
ADDRESS

CITY, STATE **Evanston WY**
ZIP CODE **82930**

E 2273820 B 4291 P 313-317
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
05/25/2007 08:22 AM
FEE \$18.00 Pgs: 5
DEP RTT REC'D FOR ROCKY MOUNTAIN P
IPELINE SYSTEM

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

RMPL Tract Number: 3480-C-0437.00

County: Davis
APN: 01-104-0008

GRANT OF EASEMENT

IN CONSIDERATION OF the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, **Storage City, LLC** having a mailing address of **3282 S. Sunset Hollow Drive, Bountiful, UT 84010** hereinafter referred to as "Grantor" (whether one or more) hereby grants and conveys unto **ROCKY MOUNTAIN PIPELINE SYSTEM LLC, a Delaware Limited Liability Company** its successors and assigns, hereinafter referred to as "Grantee", an easement (hereinafter the "Easement") on, over, under, along and across that certain real property described on "Exhibit A" attached hereto (the "Premises") to lay, construct, operate, maintain, repair, inspect, patrol (including aerial patrol), alter, relocate, remove, replace, and repair one (1) pipeline for the transportation of oil, gas, water, and any product or by-product thereof, or any substance which can be transported through pipelines, and all appurtenances, including cathodic protection, equipment and facilities necessary or incidental thereto, including without limitation telecommunications cable and equipment and minor above ground appurtenances such as valves, test lead posts and markers (the pipeline and all appurtenances herein after referred to as the "Pipeline") on, over, across and through lands owned by Grantor, or in which Grantor has an interest, situated in **Davis County, Utah**, described as follows:

Township 1N, Range 1W, Salt Lake Base and Meridian

A portion of the West ½ of the NE ¼ of Section 11

And more fully described in that certain Deed, recorded in Book 3594, Page 727, of the Recorder's office of said County, to which reference is made for further description.

This grant is subject to the following:

1. Grantee shall:

(a) Compensate Grantor for damage done to any buildings, fences, roadways and as a direct result of Grantee's activities on the Premises.

(b) Have the right to remove, cut, trim, and keep clear all obstructions, trees, brush, and objects that may injure, endanger or interfere with Grantee's use of the Easement.

(c) Indemnify the Grantor from all liabilities, damages, and claims arising from Grantee's activities on or relating to the Easement (including liabilities, damages and claims arising from spills, leaks or other releases from the pipeline), except to the extent any such liabilities, damages, or claims arise as a result of the negligence or other fault of Grantor or its affiliates, or their officers, agents, employees, contractors, or subcontractors.

(d) As soon as reasonably possible after completion of any construction activities, fully restore the surface of the Premises as nearly as practical to the condition that existed prior to such construction.

2. The Pipeline and any other property installed or constructed on the Easement shall be laid or constructed within a strip of land **20 feet** in width with an additional **30 feet** of temporary construction work space along a route to be determined by Grantee, it being understood that the easement will generally follow the alignment depicted on Exhibit "A", attached and made a part hereof, to the extent site conditions will reasonably allow.

3. Grantor reserves the right to full use and enjoyment of the Premises, except for the rights herein granted, provided that such use and enjoyment shall not hinder, conflict, or interfere with the exercise of Grantee's rights hereunder, and that no building, reservoir, structure, improvement, obstruction or impediment (including, but not limited to, the planting of trees, drilling, paving, undercutting or alteration of ground level) shall be constructed on the Easement without Grantee's written consent.

4. This grant shall include the right of unimpaired ingress and egress to and from the Easement as needed to construct, repair and replace improvements on the Easement, including the use of all existing and future roads.

5. This grant shall be perpetual unto the Grantee unless Grantee records a quitclaim reconveyance and release of this grant, which it shall have the right to do at any time. Grantee may assign the Easement and all rights herein granted, either in whole or in part, subject to the terms of the grant.

6. Each of the undersigned represents, covenants and warrants that they own all of the fee title to the Premises, free and clear of any liens and encumbrances not shown in the public real estate records that could materially and adversely affect this grant, and that each has the right and authority to execute this instrument.

7. The provisions hereof shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors, assigns, and legal representatives

8. It is agreed that any payment due hereunder may be made direct to said Grantor or any one of them (if more than one).

9. Section 1445 Certification: Under penalties of perjury, the undersigned Grantor(s) hereby certifies that it (they) is (are) not a non resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate for the purposes of U.S. income taxation.

EXECUTED THIS 24th day of May, 2007.

GRANTOR

Carolyn J. White
For Storage City, LLC

Carolyn J. White, owner
Print Name Title

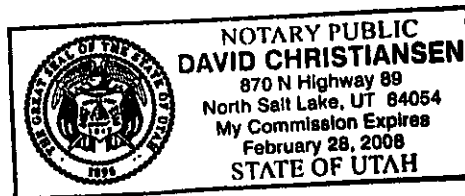
State of Utah)
County of Davis)

On 24 May, 2007 before me, Carolyn J. White,

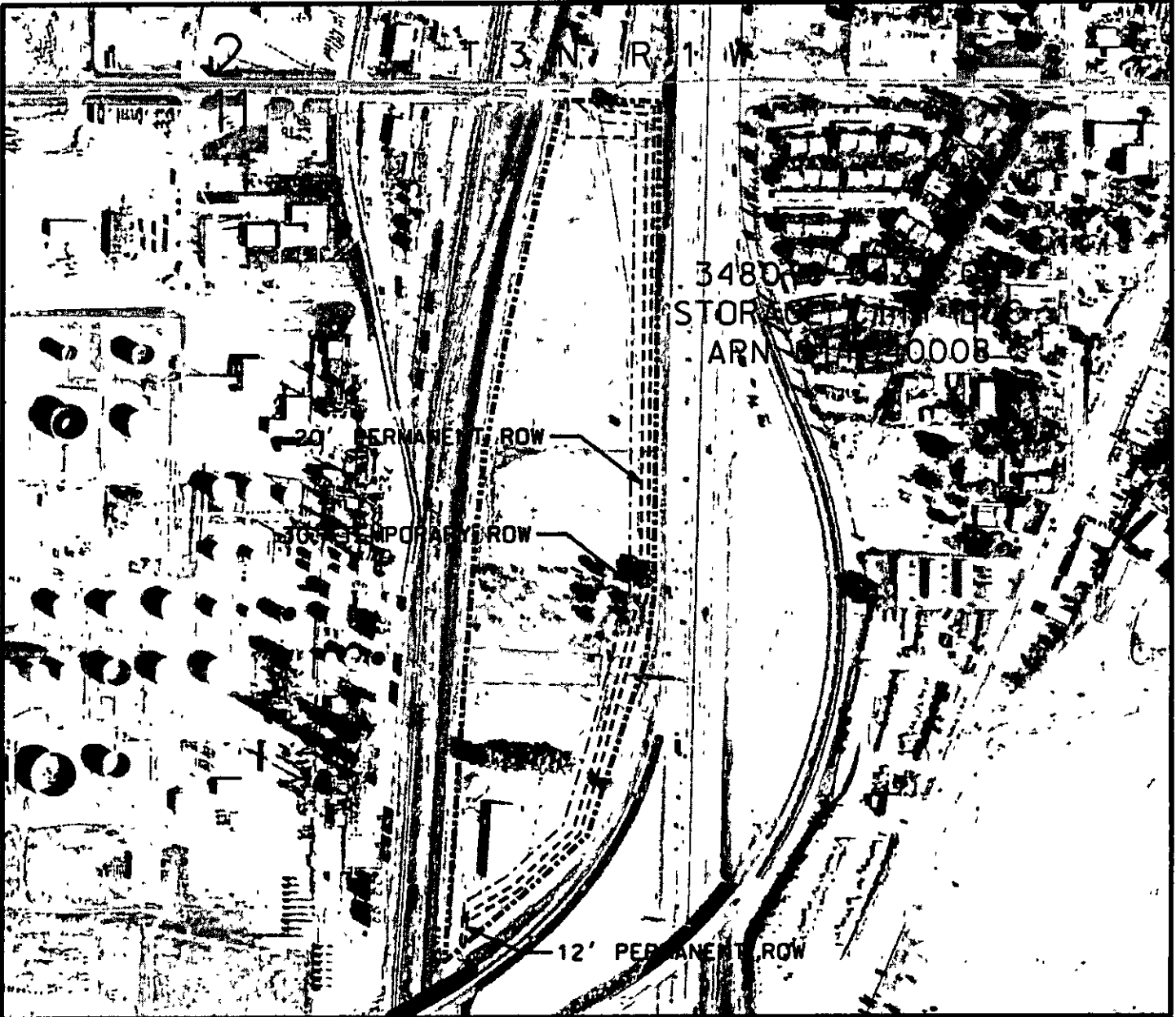
personally appeared _____
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person (s) whose names (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument.

WITNESS my hand and official seal

Signature David Christian



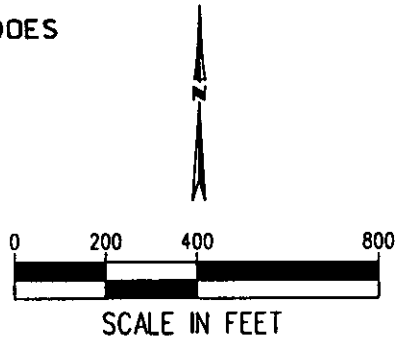
"EXHIBIT A"



PROPERTY & SECTION LINES ARE BASED ON COUNTY GIS DATA AND DOES NOT REPLACE A PROPERTY SURVEY

LEGEND

- PERM. R.O.W. -----
- TEMP. R.O.W. - - - - -
- PROPERTY LINE
 - SECTION LINE _____



SALT LAKE CITY 16" PIPELINE

EASEMENT SKETCH
DAVIS CO., UT

ISSUED:
03/07/07

REV:2
03/28/07

SERIAL

TOTAL LENGTH = 2607.6ft

3480-C-0437.00
STORAGE CITY LLC
APN 011040008

Parcel Vesting Information

01/01/1979 to Present

BK 4291 PG 317

Serial Number: 01-104-0008

Mailing Address: 3282 SOUTH SUNSET HOLLOW DR
BOUNTIFUL, UT 84010-0000

Location

Location: 1 N 1 W 11 ALL

ALL

Vested Owners

STORAGE CITY LLC

Tax District

44 NORTH SALT LAKE ABJW

Legal Description

A PARCEL OF LAND SITUATE IN THE W 1/2 OF THE NE 1/4 OF SEC 11-T1N-R1W, SLM, DESCRIBED AS FOLLOWS: BEG AT THE INTERSEC OF THE E'LY R/W LINE OF THE OREGON SHORT LINE RR CO & THE NW'LY NO-ACCESS LINE OF HWY KNOWN AS PROJECT #15-7, SD PT BEING 50.0 FT DIST E'LY MEASURED AT RIGHT ANGLES FR THE CENTERLN OF THE E'LY OR WESTBOUND MAIN TRACK OF SD RR COMPANY, SD PT ALSO BEING N 89°50'23" W ALG THE 1/4 SEC LINE 2122.59 FT TO THE CENTERLN OF SD WEST BOUND MAIN TRACK & N 3°31'00" E ALG SD CENTERLN OF SD WESTBOUND MAIN TRACK 278.69 FT & S 86°29'00" E 50.0 FT FR THE E 1/4 COR OF SD SEC 11; TH ALG SD NW'LY NO-ACCESS LINE OF HWY KNOWN AS PROJECT #15-7, THE FOLLOWING (4) COURSES: N 46°27'13" E 510.01 FT; N 18°57'39" E 510.81 FT; N 4°34'50" E 245.94 FT, N 0°05'49" E 1276.11 FT TO PT OF INTERSEC OF THE S'LY R/W LINE OF CUDAHY LANE & THE W'LY NO-ACCESS LINE OF SD PROJECT; TH N 89°38'58" W 262.72 FT ALG SD S'LY R/W LINE OF CUDAHY LANE TO THE INTERSEC OF SD E'LY R/W LINE OF SD RR, WH PT IS 50.0 FT DIST E'LY, MEASURED AT RIGHT ANGLES FR SD CENTERLN OF THE WESTBOUND MAIN TRACK; TH ALG SD E'LY R/W LINE OF SD RR, THE FOLLOWING (3) COURSES: S 14°33'52" W 250.32 FT TO THE BEG OF A CURVE, CONCAVE E'LY HAVING A RADIUS OF 5481.96 FT; S'LY ALG SD CURVE THRU A CENTRAL ANGLE OF 11°02'52" 1057.04 FT; S 3°31'00" W 1074.78 FT TO THE POB. CONT. 20.47 ACRES.