

AFTER RECORDING PLEASE RETURN TO:

HEP Woods Cross LLC
P. O. Box 1260
Artesia, New Mexico 88211-1260

E 2616016 B 5358 P 21-24
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
09/15/2011 10:08 AM
FEE \$16.00 Pgs: 4
DEP RT REC'D FOR HEP WOODS CROSS L

Line/Project: HEP/Pioneer Connection

06-084-0018

RIGHT-OF-WAY AND EASEMENT

THE STATE OF UTAH
COUNTY OF DAVIS

RETURNED
SEP 15 2011

For and in consideration of TEN DOLLARS and other good and valuable consideration paid to the undersigned (herein styled "Grantor", whether one or more), the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, conveys and warrants to HEP WOODS CROSS LLC, a Delaware limited liability company (herein styled "Grantee"), whose address is P.O. Box 1260, Artesia, New Mexico, 88211-1260, and its successors and assigns, a perpetual right-of-way and easement (the "Right-of-Way and Easement") to construct, install, maintain, operate, repair, replace, inspect, protect, change the size of and remove two pipelines and associated facilities and appurtenances, for the transportation of oil and gas, and products and by-products thereof, in connection with the conduct of its business, at times or from time to time, as may be necessary or convenient thereto through the following described real property situated in Davis County, Utah (the "Property"):

N/E ¼ Sec 35, T. 2N., R 1 W., SLB&M

The Right-of-Way and Easement granted herein shall be Twenty (20') in width during construction, and after the Facilities have been placed in service the rights shall thereafter revert to a twenty foot (20') wide perpetual Right-of-Way and Easement, extending ten feet (10') from each side of the survey line, as such survey line is more particularly described in Exhibit A attached hereto and incorporated herein by reference. To the extent that any discrepancy exists between the legal description and survey set forth on Exhibit A and the actual location of the pipeline, the actual location of the pipeline shall govern, with the Right of Way and Easement running parallel to and extending ten feet (10) feet on each side of the actual location of the centerline of the pipeline as it is buried on Grantor's property.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, perpetually, with a right of ingress and egress to and from the premises, including the right to use Grantor's roads, for the purposes of constructing, inspecting, repairing, maintaining, operating, repairing, protecting, modifying, and replacing the Facilities, and the removal of same at will, in whole or in part. The rights granted herein may be assigned in whole or in part. Grantee agrees to not materially interfere with Grantor's day to day business operations during construction of the facilities.

Grantor may use and enjoy the area of the Right-of-Way and Easement except for the purposes for which such Right-of-Way and Easement is granted; provided that Grantor shall not interfere, disrupt, obstruct or otherwise impede the use of the Right-of-Way and Easement by Grantee, shall not damage or interfere with the Facilities, and shall not construct or maintain, nor permit to be constructed or maintained, any building, structure or obstruction, under, on or over the Right-of-Way and Easement, and will not change the grade or contour of the Right-of-Way and Easement area. Grantee hereby agrees to bury the pipelines, exclusive of appurtenances such as valves and meters, to a depth of not less than 10 feet below the surface of the soil. Grantee agrees to pay any damages which may arise to growing crops, fences or pasturage, roads or lands from the construction, maintenance and operation of the Facilities; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by Grantor, one by Grantee, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive. Grantor agrees to inform any purchaser of the Property of the existence of the Right of Way and Easement.

The terms, conditions and provisions hereof shall be construed under and shall be enforceable in accordance with the laws of the State of Utah, shall run with the land and extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

It is hereby understood that the party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

Aug 2011

GRANTOR(S):

ERIC R. AND CAROL SUE LEWIS TRUSTEES

Eric R. Lewis Trustee
Eric R. Lewis Trustee

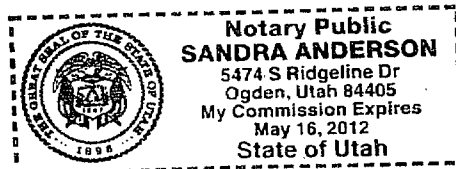
Carol Sue Lewis Trustee
Carol Sue Lewis Trustee

NOTARY

THE STATE OF Utah
COUNTY OF Davis

On this 18th day of August, 2011, personally appeared before me Eric R Lewis, Carol Sue Lewis, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say he/she/they is/are the Trustees (title or office) of Eric R and Carol Sue Lewis Trust and said documents was signed by him/her/them in behalf of said Corporation by Authority of its Bylaws or (Resolution of its Board of Directors), and said Eric R and Carol Sue Lewis Trust acknowledged to me said Corporation executed the same.

Sandra Anderson
Notary Public in and for Davis County
State of Utah
My Commission Expires May 16 2012



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BK 5358 PG 23

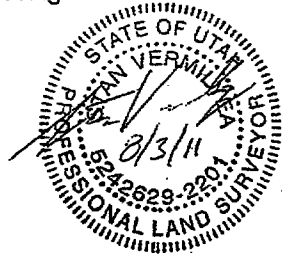
EXHIBIT

An easement twenty (20) feet in width, being a part of Parcel 1 described at Reception No. 2145449 in the Clerk and Recorder's Office of the County of Davis, located within the Northeast Quarter of Section 35, Township 2 North, Range 1 West of the Salt Lake and Base Meridian, County of Davis, State of Utah, being ten (10) feet on each side of the following described centerline with side lines extending and shortening as necessary to intersect the easterly Right-of-Way line of Denver/Rio Grande Railroad and the westerly Right-of-Way line of 1100 West Street:

COMMENCING at the Center Quarter Corner of said Section 35;
thence North 86°08'46" East, a distance of 2,334.31 feet to said westerly Right-of-Way line of 1100 West Street and the **POINT OF BEGINNING**;
thence North 81°31'38" West, a distance of 194.73 feet to said easterly Right-of-Way line of the Denver/Rio Grande Railroad and the **POINT OF TERMINUS**.

Easement contains 3,895 square feet, more or less.

BASIS OF BEARINGS: Bearings are based on the west line of the Northeast Quarter of Section 35, Township 2 North, Range 1 West of the Salt Lake Base and Meridian, having an assumed bearing of South 00°06'44" East, marked with witness corners at both ends being found 1 1/4" diameter aluminum caps set in the top back of concrete curbs.



Stan Vermilyea, Professional Land Surveyor
Utah P.L.S No. 5242629-2201
for and on behalf of URS Corporation
8181 E Tufts Avenue
Denver, Co. 80237 Phone (303) 796.4640

2616016
BK 5358 PG 24

