

AFTER RECORDING PLEASE RETURN TO:

UNEV Pipeline, LLC
2100 N Redwood Road
Suite 85
Salt Lake City, UT 84116

Line/Project:	UNEV
Tract No.:	UT-TO-089.1
Tract No.:	UT-TO-089.2
Tract No.:	UT-TO-090.1
Tract No.:	UT-TO-090.2
Parcel No.:	03-038-0-0001
Parcel No.:	03-038-0-0010
Parcel No.:	03-038-0-0009
Parcel No.:	03-047-0-0006

RIGHT-OF-WAY AND EASEMENT

THE STATE OF UTAH

COUNTY OF TOOELE

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 UNEV Pipeline, LLC, a Delaware limited liability company (herein styled "Grantee"), whose address is P.O. Box 1326, Artesia, New Mexico, 88211-1326, 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 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, including but not limited to valves, meters, communication or control facilities, (collectively, the "Facilities") on, over, across and through the following described real property situated in Tooele County, Utah (the "Property"):

A portion of Section 1, Township 3 South, Range 5 West
A portion of Section 12, Township 3 South, Range 5 West

The Right-of-Way and Easement granted herein shall be seventy-five feet (75') in width during construction, and after the Facilities have been placed in service the rights shall thereafter revert to a fifty foot (50') wide perpetual Right-of-Way and Easement, extending twenty-five feet (25') 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 twenty-five (25) 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.

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 36 inches below the surface of the soil, except in such places where ledges of rock or boulders are encountered; then, at Grantee's option, the pipelines may be buried at a depth of not less than 18 inches below the surface. 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.

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.

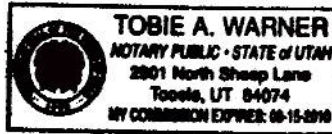
IN WITNESS WHEREOF, Grantor has executed this Right-of-Way and Easement as of the 8th day of April, 2009.

GRANTOR(S):
Miller Family Real Estate, L.L.C.
a Utah Limited Liability Company

Gregory S. Miller
Gregory S. Miller
Operating Manager

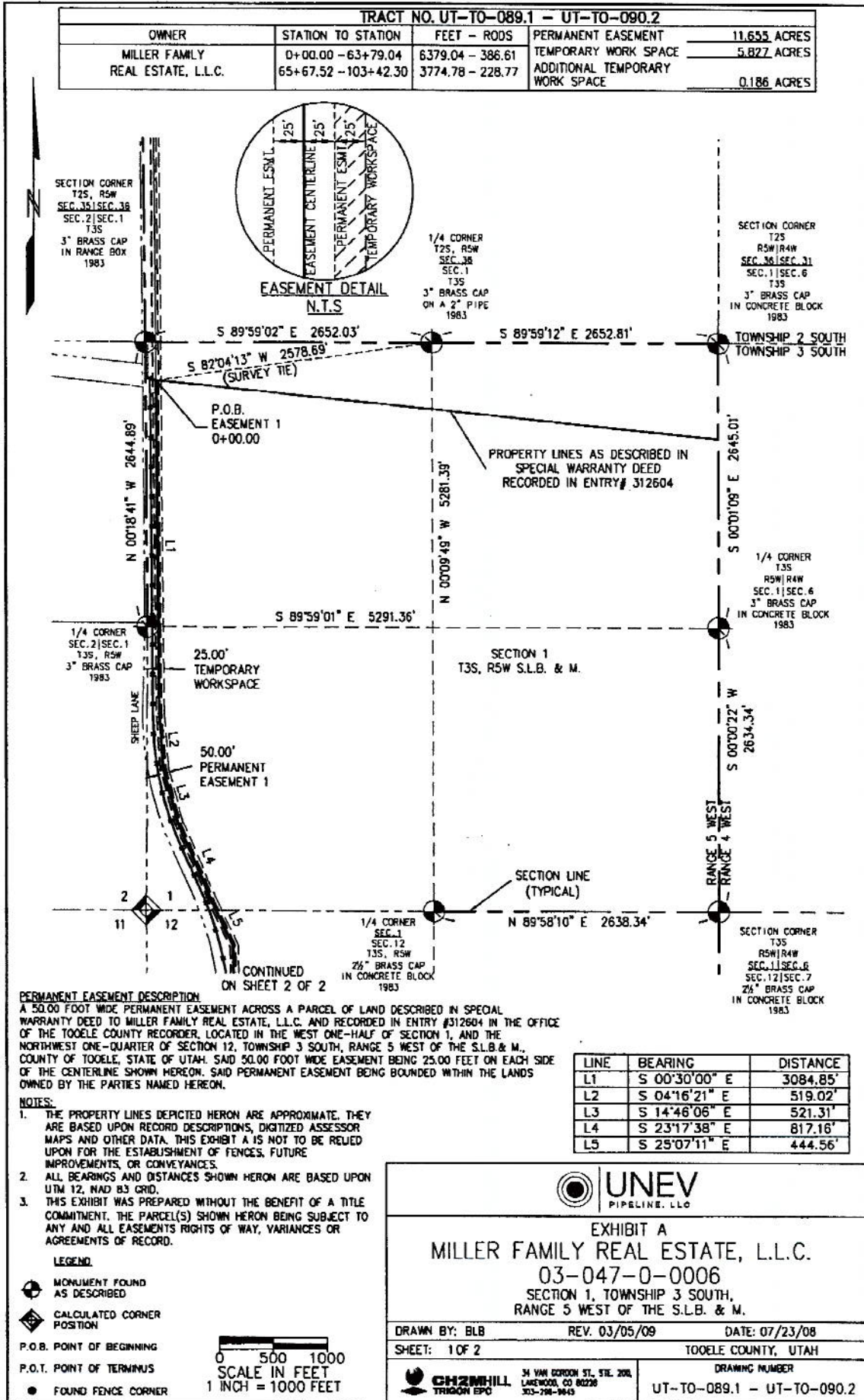
Limited Liability Company Acknowledgement

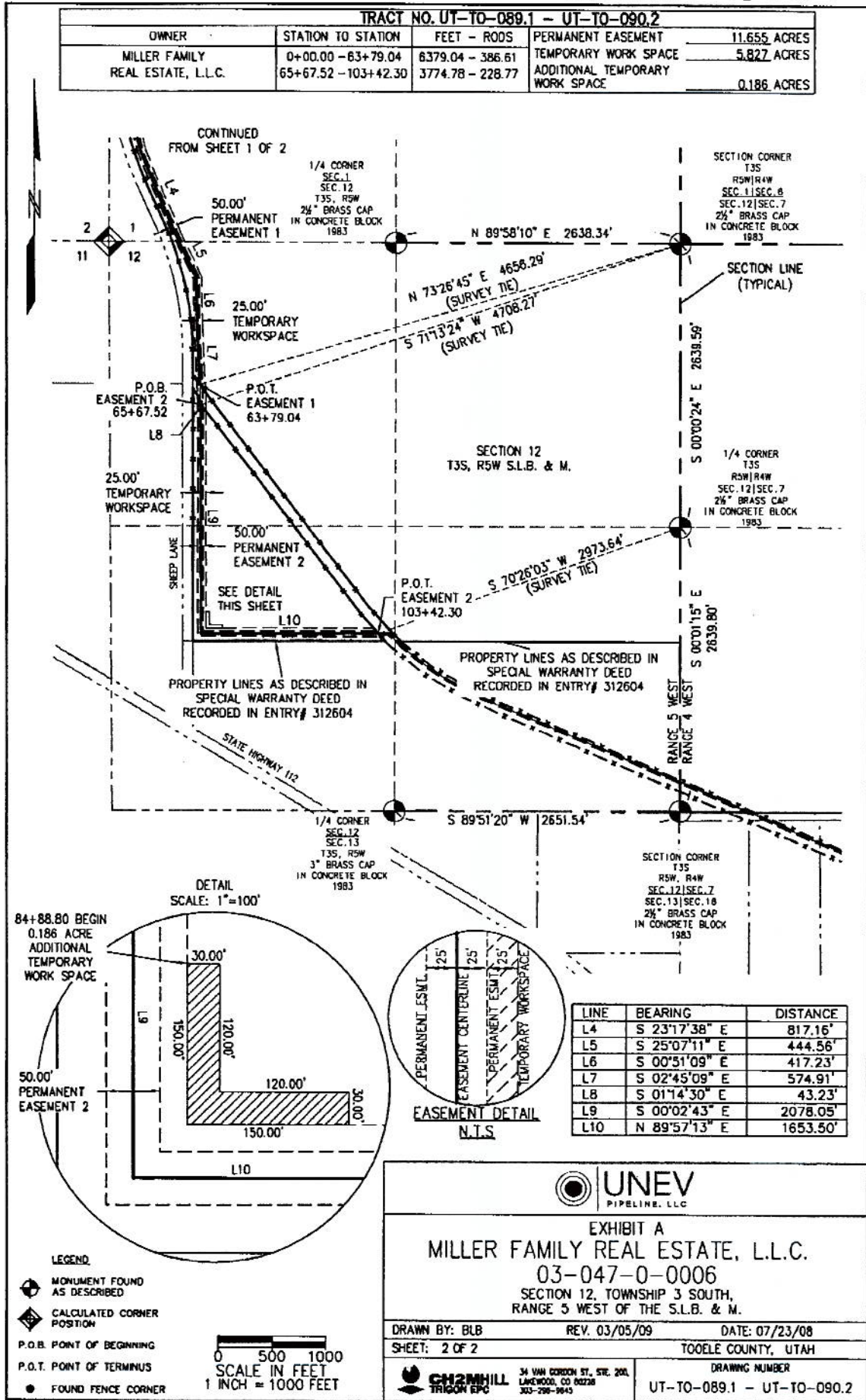
THE STATE OF UTAH
COUNTY OF SALT LAKE



On this 08 day of April, 2009 personally appeared before me,
Gregory S. Miller, 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 is a Operating Manager of Miller Family Real Estate L.L.C., a Utah Limited
Liability Company and said documents was signed by him/her in behalf of said limited liability
company, and said Gregory S. Miller acknowledged to me that said
company executed the same.

Tobie A. Warner
Notary Public in and for Salt Lake County
State of Utah
My Commission Expires 09-15-2010





UNEV
PIPELINE, LLC

EXHIBIT A
MILLER FAMILY REAL ESTATE, L.L.C.
03-047-0-0006
SECTION 12, TOWNSHIP 3 SOUTH,
RANGE 5 WEST OF THE S.L.B. & M.

DRAWN BY: BLB REV. 03/05/09 DATE: 07/23/08

SHEET: 2 OF 2 TOOELE COUNTY, UTAH

DRAWING NUMBER
UT-TO-089.1 - UT-TO-090.2

CH2M HILL TRIGON EPC 34 VAN CORDEN ST., STE. 200, LAKEWOOD, CO 80228 303-799-9043