

19.00

GRANT OF EASEMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, we, John Hauer, Nancy Hauer, Jason Taylor and Kyla Taylor, hereinafter referred to as "Grantor" (whether one or more), do hereby grant, bargain, sell and convey unto Mid-America Pipeline Company, a Delaware corporation, duly authorized to transact business in the State of Utah, its successors and assigns, hereinafter referred to as "Grantee", the right, privilege and easement, at any time and from time to time, to construct, maintain, inspect, operate, protect, repair, replace, change the size of, or remove a pipeline or pipelines, and/or communication cables, aboveground gate valves and other appurtenances, including electric lines, cathodic protection equipment, and other devices for the control of pipeline corrosion, sometimes hereinafter referred to as the "facilities", within the confines of a right-of-way Fifty (50) feet in width, said right-of-way being Thirty-five (35) feet on the North/West side and Fifteen (15) feet on the South/East side of a line (to be) (as) surveyed and definitely established by the centerline of the initial pipeline constructed for the transportation of natural gas, oil, petroleum products or any other liquids, gas or substances which can be transported through a pipeline, together with the right of ingress and egress to and from the same for the purposes aforesaid, over, under, through and across the following described lands of which the Grantor warrants they are the owners in fee simple, situated in the County of San Juan, State of Utah, to wit:

Lots 3 and 5, Bridger Jack Mesa Subdivision, Phase II, of the South Half (S/2) and the Northeast Quarter (NE/4) of Section 36, T27S, R22E, SLM, according to the official plat thereof

#000380000030, #000380000050

TO HAVE AND TO HOLD said right-of-way and easement unto said Grantee, its successors and assigns forever.

It is agreed that the pipeline or pipelines and/or communication cables to be laid under this grant shall be constructed at sufficient depth below the surface of the ground to permit normal cultivation, and Grantor shall have the right to fully use and enjoy the above described premises, subject to the rights herein granted.

Grantee shall have the right to clear and keep clear all trees, undergrowth and other obstructions from the herein granted right-of-way, and Grantor agrees not to build, construct or create, nor permit others to build, construct or create any buildings or other structures on the herein granted right-of-way that will interfere with the normal operation and maintenance of the said facilities, without the express written consent of Grantee.

Grantee agrees to pay to the then owners and to any tenant, as their interests may be, any and all damages to crops, timber, fences, drain tile, or other improvements on said premises that may arise from the exercise of the rights herein granted. Any payment due hereunder may be made direct to the said Grantor or any one of them.

Grantor hereby expressly agrees that in the event the route of the facilities to be constructed hereunder should cross any roads, railroads, creeks, rivers or other waterways located on the above described land or other places requiring extra work space, the Grantee shall have the right and temporary access to additional work space which may be necessary for construction and Grantee agrees to pay Grantor any and all damages which Grantor suffers by reason of Grantee's use of said additional work space.

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

Grantor represents that the above described land (is) (is not) rented for the period beginning _____, 19 ____ to _____, 19 ____ on a (cash) (crop) basis to _____.

The terms and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, devisees, successors, trustees or assigns of the parties hereto.

Entry No. JK006285
Date 9-15-98
Recorded
Fee Paid 19.00
Recorder, SAN JUAN COUNTY, UT.
By [Signature] Deputy

RECORDED - 9/15/98

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IN WITNESS WHEREOF, the said Grantors have hereunto set their hand and seal this
4th day of Sept, 1998.

WITNESS:

GRANTOR:

John Hauer
John Hauer
P.O. Box 696
Moab, UT 84532

Nancy Hauer
Nancy Hauer
P.O. Box 696
Moab, UT 84532

John Hauer for Jason Taylor
Jason Taylor, By John Hauer
P.O. Box 696
Moab, UT 84532

John Hauer for Kyla Taylor
Kyla Taylor, By John Hauer
P.O. Box 696
Moab, UT 84532

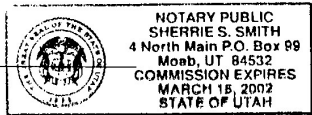
INDIVIDUAL ACKNOWLEDGMENTS

STATE OF Utah)
COUNTY OF Grand)

BE IT REMEMBERED, that on this 4 day of September, A.D.,
1998 before me, a Notary Public, in and for said County and State, personally appeared
John and Nancy Hauer, to me known to be the identical person described
herein and who executed the within and foregoing instrument, and acknowledged to me that
they executed the same as their free and voluntary act and deed for the uses, purposes,
and consideration therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my
notarial seal, the day and year first above written.

My commission expires: 3-15-2002



Sherrie S. Smith
Notary Public Utah
State of _____

Exhibit "A"

Grantee agrees to bore under the road, or to provide "soft plugs" so that traffic to and from the subdivision lots will not be impeded.

Grantee agrees to double-ditch, separating the topsoil from subsoil, and to replace the topsoil in the top of the ditch.

Grantee agrees to restore the surface and contour of the land to as near as is practicable to the condition as it existed prior to construction.

Grantee agrees to reseed the area disturbed during construction hereunder, in accordance with the BLM recommendations for similar land types.

Signed for Identification

John W. Hauer

Nancy Hauer

Jason Taylor

Kyla Taylor