

**ENTRY NO. 00805100**

02/20/2007 02:31:03 PM B: 1848 P: 0871

Easements PAGE 1 / 3

ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE \$ 14.00 BY HOLLY ENERGY PARTNERS



AFTER RECORDING PLEASE RETURN TO:

Porcupine Ridge Pipeline LLC  
2050 North Redwood Road, Ste 10  
Salt Lake City UT 84116

Line/Project: Porcupine Ridge  
Tract No.: UTS-058  
Parcel No. : NS-436

**RIGHT-OF-WAY AND EASEMENT**

THE STATE OF UTAH

COUNTY OF SUMMIT

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 Porcupine Ridge Pipeline, 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 a pipeline, 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 Summit County, Utah (the "Property"):

Beginning 78 rods North of the Southeast Corner of the Southwest Quarter of  
Section 17, Township 2 North, Range 5 East

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 pipeline, exclusive of appurtenances such as valves and meters, to a depth of not less than 36 inches 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.

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 22nd day of January, 2007.

GRANTOR(S):  
Craig J. Sargent as to an undivided 1/2 interest and  
Jeffrey L. Sargent as to an undivided 1/2 interest,  
as Tenants In Common

Craig J. Sargent  
Craig J. Sargent  
Jeffrey L. Sargent  
Jeffrey L. Sargent

**Individual Acknowledgement**

THE STATE OF Utah  
COUNTY OF Summit

BEFORE ME Sarah A. Porter, a Notary Public in and for said County and State, on this day personally appeared Craig J. Sargent & Jeffrey L. Sargent, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she (they) executed the same of his/her (their) own free will and for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office on this the 22nd day of January, 2007.

Sarah A. Porter

Notary Public in and for Salt Lake County

State of Utah

My Commission Expires 7/31/2010

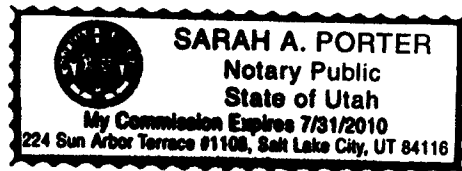
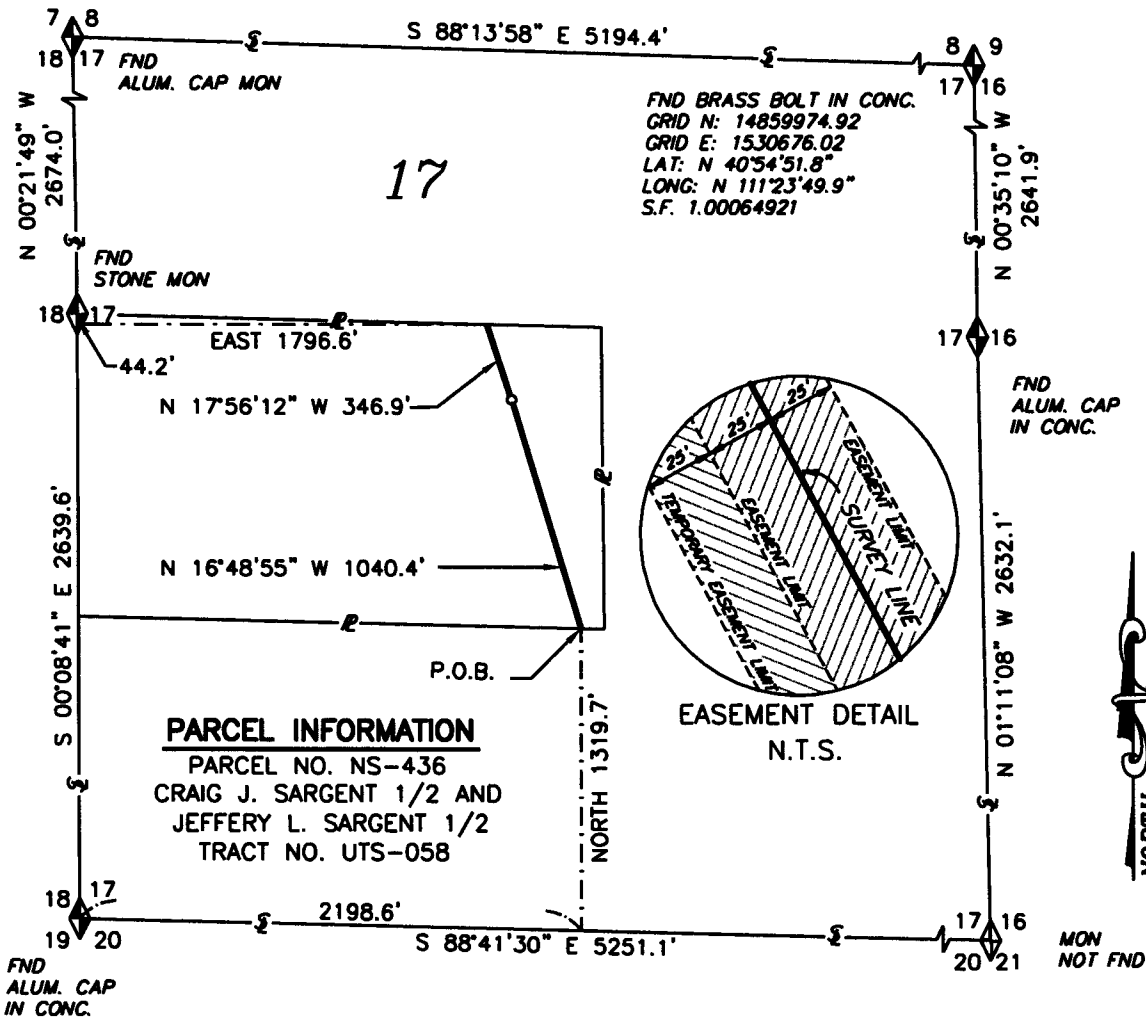


EXHIBIT "A"

SECTION 17, TOWNSHIP 2 NORTH, RANGE 5 EAST, S.L.B. & M.

SUMMIT COUNTY

UTAH



**PARCEL INFORMATION**

PARCEL NO. NS-436  
CRAIG J. SARGENT 1/2 AND  
JEFFERY L. SARGENT 1/2  
TRACT NO. UTS-058

**LEGAL DESCRIPTION**

A STRIP OF LAND 50.0 FEET WIDE LOCATED IN SECTION 17, TOWNSHIP 2 NORTH, RANGE 5 EAST, S.L.B. & M., SUMMIT COUNTY, UTAH AND BEING 25.0 FEET LEFT AND RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE SURVEY.

BEGINNING AT A POINT ON THE SOUTH LINE OF GRANTOR'S LAND WHICH LIES S.88°41'30"E. 2198.6 FEET AND NORTH 1319.7 FEET FROM THE SOUTHWEST CORNER OF SECTION 17. THENCE N.16°48'55"W. 1040.4 FEET; THENCE N.17°56'12"W. 346.9 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF GRANTOR'S LAND WHICH LIES N.00°08'41"E. 44.2 FEET AND EAST 1796.6 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 17. SAID STRIP OF LAND BEING 1387.3 FEET OR 84.1 RODS IN LENGTH.



NOTE:  
BEARINGS ARE OF THE UNIVERSAL TRANSVERSE  
MERCATOR, ZONE 12 NORTH, DISTANCES ARE  
OF SURFACE VALUE.



**MILLER ASSOCIATES INC.**  
3225 W. CALIFORNIA AVE.  
SLC, UT 84104

JOB NO.: 05181      DRAWN BY: D.T.  
DATE: 09-25-2006      FILE NAME: TR-UTS-058-EAS.DWG

**PORCUPINE RIDGE PIPELINE, LLC.**

REF: PORCUPINE RIDGE PIPELINE

A PIPELINE CROSSING FEE LAND IN  
SECTION 17, TOWNSHIP 2 NORTH, RANGE 5 EAST,  
S.L.B. & M., SUMMIT COUNTY, UTAH

SURVEY DATE: JUNE 2006      SHEET: SHEET 1 OF 1