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Book - 9736 Pg - 3352-3357  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
UNEV PIPELINE  
2100 N REDWOOD RD STE 85  
SLC UT 84116  
BY: NEH, DEPUTY - WI 6 P.

AFTER RECORDING PLEASE RETURN TO:

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

Line/Project:	<u>UNEV</u>
Tract No.:	<u>UT-SL-016</u>
Parcel No. :	<u>07-25-100-008</u>

**RIGHT-OF-WAY AND EASEMENT**

THE STATE OF UTAH

COUNTY OF SALT LAKE

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 Salt Lake County, Utah (the "Property"):

A portion of Section 25, Township 1 South, Range 2 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. Grantor also grants a temporary work space easement for the initial construction of the pipeline as shown on Exhibit A, which temporary work space easement shall terminate one year after the commencement of construction of the Pipeline on the Property. 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. Otherwise, Grantor shall have the right to full use of the property, including without limitation, the building of driveways and parking lots over the Right-of-Way and Easement. 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. In the event the pipeline is buried at less than 36 inches as provided herein, Grantee will provide surface markers identifying the location and depth of the pipeline. 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.

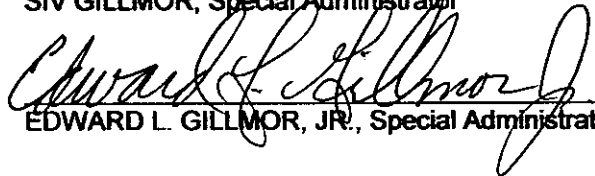
Grantor agrees to inform any purchaser of the Property of the existence of the Right of Way and Easement. It is hereby understood that the party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

IN WITNESS WHEREOF, Grantor has executed this Right-of-Way and Easement as of the 15<sup>th</sup> day of June, 2009.

GRANTOR(S): The Estate of Edward L. Gillmor

  
\_\_\_\_\_  
CHARLES GILLMOR, Special Administrator

  
\_\_\_\_\_  
SIV GILLMOR, Special Administrator

  
\_\_\_\_\_  
EDWARD L. GILLMOR, JR., Special Administrator

**Acknowledgement**

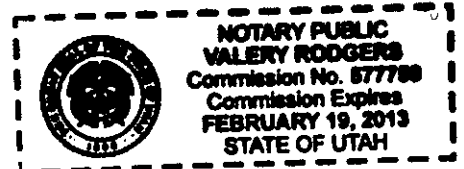
THE STATE OF Utah  
COUNTY OF SALT LAKE

BEFORE ME Valery Rodgers, a Notary Public in and for said County and State, on this day personally appeared Charles Francis Gillmor before me whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same of his/her own free will as an authorized Special Administrator of the Estate of Edward L. Gillmor and for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office on this 12 day of June, 2009.

Valery Rodgers  
Notary Public in and for SALT LAKE County  
State of Utah  
My Commission Expires FEB. 19 2013

**Acknowledgement**



THE STATE OF Utah  
COUNTY OF SALT LAKE

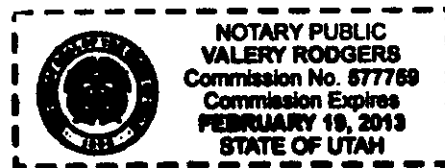
BEFORE ME Valery Rodgers, a Notary Public in and for said County and State, on this day personally appeared Ed Johnson Gillmor before me whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same of his/her own free will as an authorized Special Administrator of the Estate of Edward L. Gillmor and for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office on this 12 day of June, 2009.

Valery Rodgers  
Notary Public in and for SALT LAKE County

State of Utah

My Commission Expires Feb 19, 2013



**Acknowledgement**

THE STATE OF Utah  
COUNTY OF Salt Lake

BEFORE ME Cindy Allen, a Notary Public in and for said County and State, on  
this day personally appeared Edward L. Gillmor, Jr

before me whose name is subscribed to the foregoing instrument, and acknowledged to me  
that he/she/they executed the same of his/her own free will as an authorized Special Administrator of the  
Estate of Edward L. Gillmor and for the purposes and consideration therein expressed.

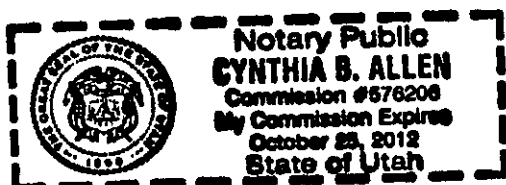
GIVEN under my hand and seal of office on this 5<sup>th</sup> day of June, 2009.

Cynthia B. Allen

Notary Public in and for Salt Lake County

State of Utah

My Commission Expires 10-25-12



**EXHIBIT "A"**  
 A PORTION OF SECTION 25, 26, T1N, R2W  
 SALT LAKE COUNTY, UTAH

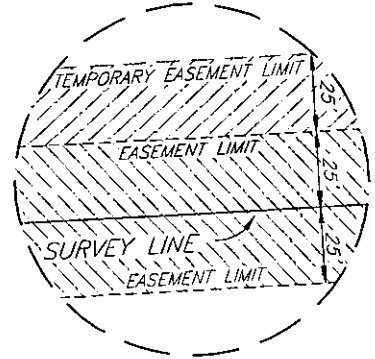


**EDWARD L. GILLMOR**

TOTAL DISTANCE ACROSS PROPERTY: 2561.43 FEET OR 155.24 RODS  
 AREA OF PERMANENT EASEMENT: 2.942 ACRES±  
 AREA OF TEMPORARY WORKSPACE: 3.424 ACRES±

**NOTES:**

1. THE PURPOSE OF THIS SKETCH IS TO ILLUSTRATE AN EASEMENT ALONG A PIPELINE THROUGH THE PARCELS OF LAND SHOWN ON THIS PLAT.
2. ALL DISTANCES SHOWN HEREON ARE APPROXIMATE.



**DETAIL "A"**

CLIENT:		<b>PROPERTY SKETCH</b> <b>TRACT NO. UT-SL-016</b>  SCALE: 1"=1000' SALT LAKE COUNTY, UTAH	
PREPARED BY: <b>MILLER ASSOCIATES INC.</b> 3225 WEST CALIFORNIA AVENUE, SUITE 101 SALT LAKE CITY, UTAH 84104 PHONE: 801-975-1083 FAX: 801-975-1081		DRAWN BY: BA DRAWN DATE: 08/06/08 CHECKED BY: JF PLOT DATE: 03/06/09	<b>TRACT NO. UT-SL-016</b>
JOB NO. 07169			

**CERTIFICATE OF SURVEY**

I, RICHARD W. MILLER, REGISTERED LAND SURVEYOR, STATE OF UTAH, LICENSE NUMBER 15564, HEREBY CERTIFY THAT I HAVE SUPERVISED A SURVEY ON THE GROUND AS SHOWN HEREON.

DATE: MARCH 6, 2008  
 RICHARD W. MILLER, L.S.

**EASEMENT DESCRIPTION:**

A STRIP OF LAND 50.0 FEET WIDE LOCATED IN SECTION 25 AND 26, TOWNSHIP 1 NORTH, RANGE 2 WEST, S.L.B. & M., SALT LAKE COUNTY, UTAH AND BEING 25.0 FEET LEFT AND RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE SURVEY.  
 BEGINNING AT A POINT ON THE EAST LINE OF GRANITORS LAND BEING AGRICULTURAL SECTION 25 AND 26, TOWNSHIP 1 NORTH AND NORTH 89°27'13" WEST, 268.56 FEET TO THE EAST QUARTER CORNER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 2 WEST, S.L.B. & M.; AND RUNNING THENCE NORTH 89°29'34" WEST 2474.41 FEET; THENCE SOUTH 00°41'01" WEST 87.02 FEET, MORE OR LESS, TO THE SOUTH LINE OF GRANITORS LAND, WHICH LIES NORTH 89°27'29" WEST 104.14 FEET ALONG SECTION LINE AND NORTH 1284.29 FEET FROM SOUTHEAST CORNER OF SECTION 26.

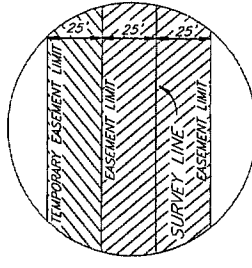
TOTAL DISTANCE ACROSS PROPERTY: 2561.43 FEET OR 155.24 RODS  
 AREA OF PERMANENT EASEMENT: 2.942 ACRES  
 AREA OF TEMPORARY WORKSPACE: 3.242 ACRES

**NARRATIVE:**

1. THE PURPOSE OF THIS SURVEY IS TO LOCATE AND DESCRIBE AN EASEMENT ALONG A PIPELINE THROUGH THE PARCEL OF LAND SHOWN ON THIS PLAT. THIS SAID LOCATION IS BASED ON DESIGN DATA AS OF THE DATE OF THIS DRAWING AND MAY VARY FROM ACTUAL CONSTRUCTION LOCATION. CONSTRUCTION LOCATION SHOULD BE VERIFIED THROUGH UNEY PIPELINE, LLC.

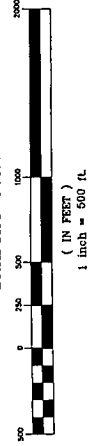
2. THE BASIS OF BEARING USED FOR THIS SURVEY IS AS SHOWN ON THIS PLAT, FROM FOUND MONUMENTS AS LOCATED IN THE FIELD.

- (M) = MEASURED BEARING OR DISTANCE
- (R) = RECORD BEARING OR DISTANCE
- (C) = CALCULATED BEARING OR DISTANCE
- (D) = DEED BEARING OR DISTANCE



**DETAIL 1-A  
 N.T.S.**

GRAPHIC SCALE



No.	DATE	BY	REVISION
3	03/06/08	JF	REVISED TO SHOW CENTERLINE AND EASEMENT RE-ROUTE
2	08/06/08	BA	UPDATED WORKSPACES
1	06/24/08	BA	ADDED AERIAL/CHECKED ACREAGE

**REVISIONS**

A PIPELINE EASEMENT SURVEY FOR:



TRACT NO. UT-SL-016  
 SECTION 25 AND 26, TOWNSHIP 1 NORTH, RANGE 2 WEST, S.L.B. & M.  
 SALT LAKE COUNTY, UTAH

DATE: AUGUST 06, 2008

JOB NO. 07169

PREPARED BY MILLER ASSOCIATES, INC.  
 PROFESSIONAL LAND SURVEYORS  
 3225 WEST CALIFORNIA AVENUE  
 SALT LAKE CITY, UTAH, 84104  
 PHONE 801-975-1083 FAX 975-1081

