

E 2315820 B 4395 P 304-309
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
10/24/2007 11:46 AM
FEE \$20.00 Pgs: 6
DEPT REC'D FOR ROCKY MOUNTAIN PI
PELINE

RETURNED
OCT 24 2007

RECORDING REQUESTED BY
Rocky Mountain Pipeline System LLC

WHEN RECORDED MAIL TO

NAME Rocky Mountain Pipeline System LLC

MAILING 1575 Highway 150 South, # E
ADDRESS

CITY, STATE Evanston WY
ZIP CODE 82930

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

RMPL Tract Number: 3480-C-0314.000

APN: 08-076-0097

County: Davis

GRANT OF EASEMENT

IN CONSIDERATION OF the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, **Davis County, a body Politic of the State of Utah** having a mailing address of **PO Box 618, Farmington, UT 84025** hereinafter referred to as "Grantor" (whether one or more) hereby grants and conveys unto **ROCKY MOUNTAIN PIPELINE SYSTEM LLC, a Delaware Limited Liability Company** its successors and assigns, hereinafter referred to as "Grantee", an easement (hereinafter the "Easement") on, over, under, along and across that certain real property described on "Exhibit A" attached hereto (the "Premises") to lay, construct, operate, maintain, repair, inspect, patrol (including aerial patrol), alter, relocate, remove, replace, and repair one (1) pipeline for the transportation of oil, gas, water, and any product or by-product thereof, or any substance which can be transported through pipelines, and all appurtenances, including cathodic protection, equipment and facilities necessary or incidental thereto, including without limitation telecommunications cable and equipment and minor above ground appurtenances such as valves, test lead posts and markers (the pipeline and all appurtenances herein after referred to as the "Pipeline") on, over, across and through lands owned by Grantor, or in which Grantor has an interest, situated in **Davis County, Utah**, described as follows:

Township 3N, Range 1W, Salt Lake Base and Meridian

A portion of the SW ¼ of the NW ¼ and a portion of the NW ¼ of the SW ¼ of Section 24

And more fully described in that certain Deed, recorded in Book 1248, Page 255, of the Recorder's office of said County, to which reference is made for further description, and as described in Exhibit "A" attached hereto and made a part hereof.

This grant is subject to the following:

1. Grantee shall:

(a) Compensate Grantor for damage done to any buildings, fences, roadways and as a direct result of Grantee's activities on the Premises.

(b) Have the right to remove, cut, trim, and keep clear all obstructions, trees, brush, and objects that may injure, endanger or interfere with Grantee's use of the Easement.

(c) Indemnify the Grantor from all liabilities, damages, and claims arising from Grantee's activities on or relating to the Easement (including liabilities, damages and claims arising from spills, leaks or other releases from the pipeline), except to the extent any such liabilities, damages, or claims arise as a result of the negligence or other fault of Grantor or its affiliates, or their officers, agents, employees, contractors, or subcontractors.

(d) As soon as reasonably possible after completion of any construction activities, fully restore the surface of the Premises as nearly as practical to the condition that existed prior to such construction.

2. The Pipeline and any other property installed or constructed on the Easement shall be laid or constructed within a strip of land **25 feet** in width, it being understood that the easement will generally follow the alignment depicted on Exhibit "A", attached and made a part hereof, to the extent site conditions will reasonably allow.

3. Nothing herein shall be construed to prevent Grantor or his successors in title from constructing streets, sidewalks, phone or fiber optic lines, water lines, gas mains, sanitary or storm sewers, across the easement herein granted, provided that such installations are made in such a manner as not to interfere with the construction, maintenance or operation of Grantee's pipeline or appurtenances, and provided further that the plans, specifications, and method of construction thereof shall be first submitted to Grantee or its successor for its approval which will not unreasonably withheld, but in no event shall any of such installations be constructed longitudinally over the above described easement.

4. This grant shall include the right of unimpaired ingress and egress to and from the Easement as needed to construct, repair and replace improvements on the Easement, including the use of all existing and future roads.

5. This grant shall be perpetual unto the Grantee unless Grantee records a quitclaim reconveyance and release of this grant, which it shall have the right to do at any time. Grantee may assign the Easement and all rights herein granted, either in whole or in part, subject to the terms of the grant.

6. Each of the undersigned represents, covenants and warrants that they own all of the fee title to the Premises, free and clear of any liens and encumbrances not shown in the public real estate records that could materially and adversely affect this grant, and that each has the right and authority to execute this instrument.

7. The provisions hereof shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors, assigns, and legal representatives

8. It is agreed that any payment due hereunder may be made direct to said Grantor or any one of them (if more than one).

9. Section 1445 Certification: Under penalties of perjury, the undersigned Grantor(s) hereby certifies that it (they) is (are) not a non resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate for the purposes of U.S. income taxation.

EXECUTED THIS 23rd day of October, 2007.

GRANTOR

Alan Hansen

Alan Hansen, County Commission Chair, on behalf of Davis County, a body Politic of the State of Utah

2007-321

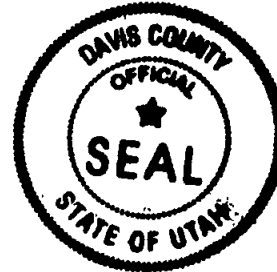
State of Utah)
County of Davis)

On ^{10/23/07} 23rd before me, Linda May

personally appeared Alan Hansen
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person (s) whose names (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument.

WITNESS my hand and official seal

Signature Linda May



EXECUTED THIS 23rd day of October, 2007.

ATTEST:

[Handwritten signature]

Steve S. Rawlings, Davis County Clerk/Auditor, on behalf of Davis County, a body Politic of the State of Utah

State of Utah)
County of Davis)

On 10/23/07 before me, Linda May,

personally appeared Steve S. Rawlings
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person (s) whose names (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument.

WITNESS my hand and official seal

Signature Linda May

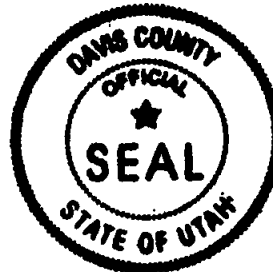


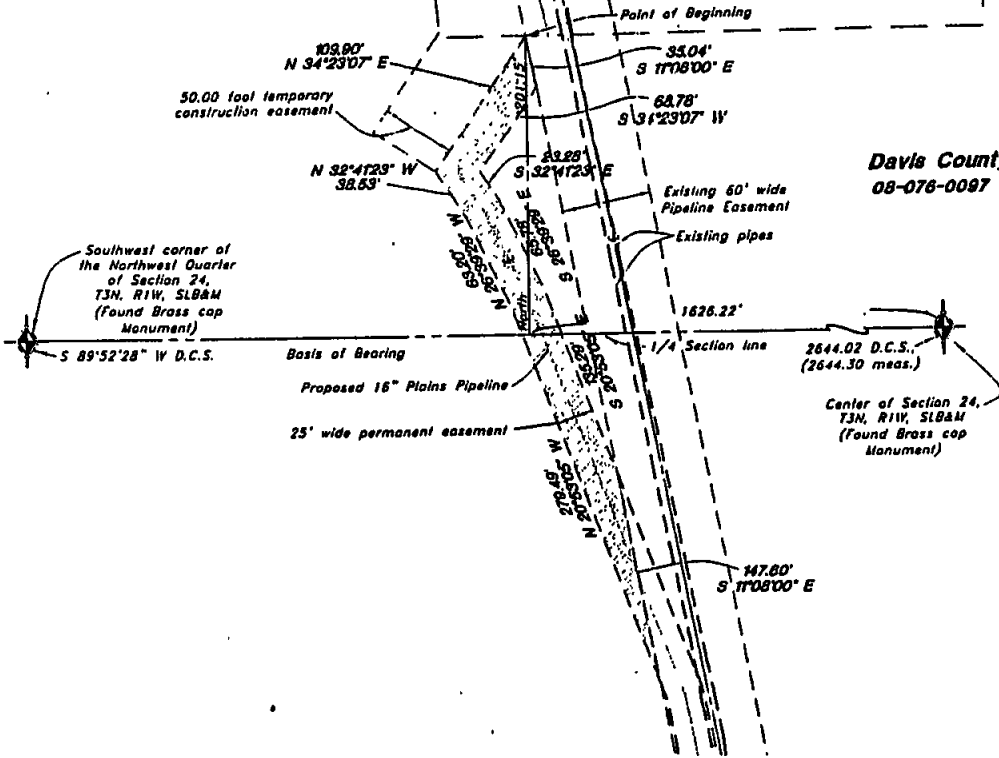
Exhibit "A"

Davis County
08-076-0087

BK 4395 PG 309

State of Utah
08-075-0021

Davis County
08-076-0087



Scale: 1" = 100'



Graphic Scale

LEGAL DESCRIPTION

A strip of land 25.00 feet in width, situated in the West half of Section 24, Township 3 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, being more particularly described as follows: Beginning at a point on the West edge of an existing 60.0 foot wide Petroleum pipeline easement, which is 1626.22 feet South 89°52'28" West along said Quarter Section line and 201.15 feet North from the Center of said Section 24; running thence South 11°08'00" East 33.04 feet along the West edge of said easement, thence South 34°23'07" West 68.78 feet; thence South 32°41'23" East 23.28 feet; thence South 26°39'29" East 65.78 feet; thence South 20°53'05" East 135.29 feet to the West edge of said existing 60.0 foot wide Petroleum pipeline easement; thence South 11°08'00" East 147.60 feet along the West edge of said easement; thence North 20°53'05" West 279.49 feet; thence North 26°39'29" West 63.20 feet; thence North 32°41'23" West 38.53 feet, thence North 34°23'07" East 109.90 feet to the point of beginning

Together with a temporary construction easement being 50.00 feet wide, 12.50 feet each side of the 25.00 foot permanent easement, except as shown

Contains: 9,803 sq. ft.
0.225 acre

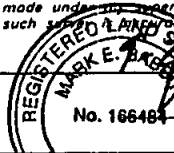
SURVEYOR'S NARRATIVE

The purpose of this survey is to provide a 25 foot permanent easement for the construction of a pipeline for the Plains Pipeline L.P. project, located in Davis County Utah.

CERTIFICATION OF SURVEYOR

I, Mark E. Bobbitt, of Great Basin Engineering, hereby state that I am by occupation a Professional Land Surveyor employed by Plains Pipeline, L.P. to make the survey of the easement described and shown on this plot, that the survey of said works was made under my supervision and under my authority and that such survey is truly and correctly represented on this plot.

Date



Mark E. Bobbitt

GREAT BASIN ENGINEERING NORTH

3746 South 1475 East - Suite 200
Ogden, Utah 84403
P.O. Box 130046, Ogden, Utah 84412

PRINTED 9/24/2007 FOR DATE

- PRELIMINARY
- DESIGN DEVELOPMENT
- BIDDING
- CONSTRUCTION
- APPROVAL
- AS BUILT
- REVISION

NO.	DESCRIPTION	BY	DATE	APPD.
1	Adjusted boundary	JLM	09/13/07	BB
1	Adjusted location	JLM	09/13/07	BB

DATE	BY	DATE	BY	SCALE
9/24/07	JLM	9/24/07	BB	AS NOTED
9/24/07	BB	9/24/07	BB	

PIPELINE EASEMENT FOR
STATE OF UTAH
DAVIS COUNTY

PLAINS PIPELINE, L.P.

DRAWING NO. **1**

REVISIONS