

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-TO-065.2</u>
Parcel No. :	<u>04-070-0-0021</u>

**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 the Southeast 1/4 of Section 35, Township 1 South, Range 4 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 twenty foot (20') wide perpetual Right-of-Way and Easement, extending ten feet (10') 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 ten (10') 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 4 day of December, 2008.

GRANTOR(S):  
Carey Edward Tratos,  
as tenant with full rights of survivorship  
Carey Edward Tratos  
Carey Edward Tratos

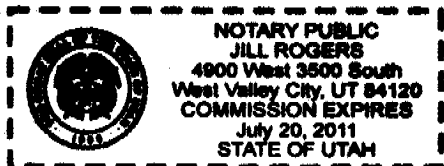
**Individual Acknowledgement**

THE STATE OF Utah  
COUNTY OF Salt Lake

BEFORE ME Jill Rogers, a Notary Public in and for said County and State, on this day personally appeared Carey Tratos, known to me to be the person(s) 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.

2008 GIVEN under my hand and seal of office on this the 4 day of December

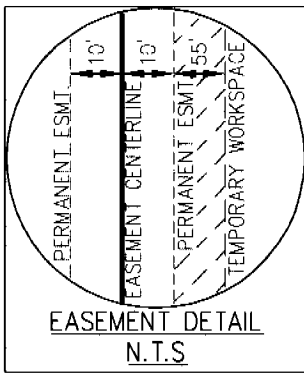
Jill Rogers  
Notary Public in and for Salt Lake County  
State of Utah  
My Commission Expires July 20, 2011



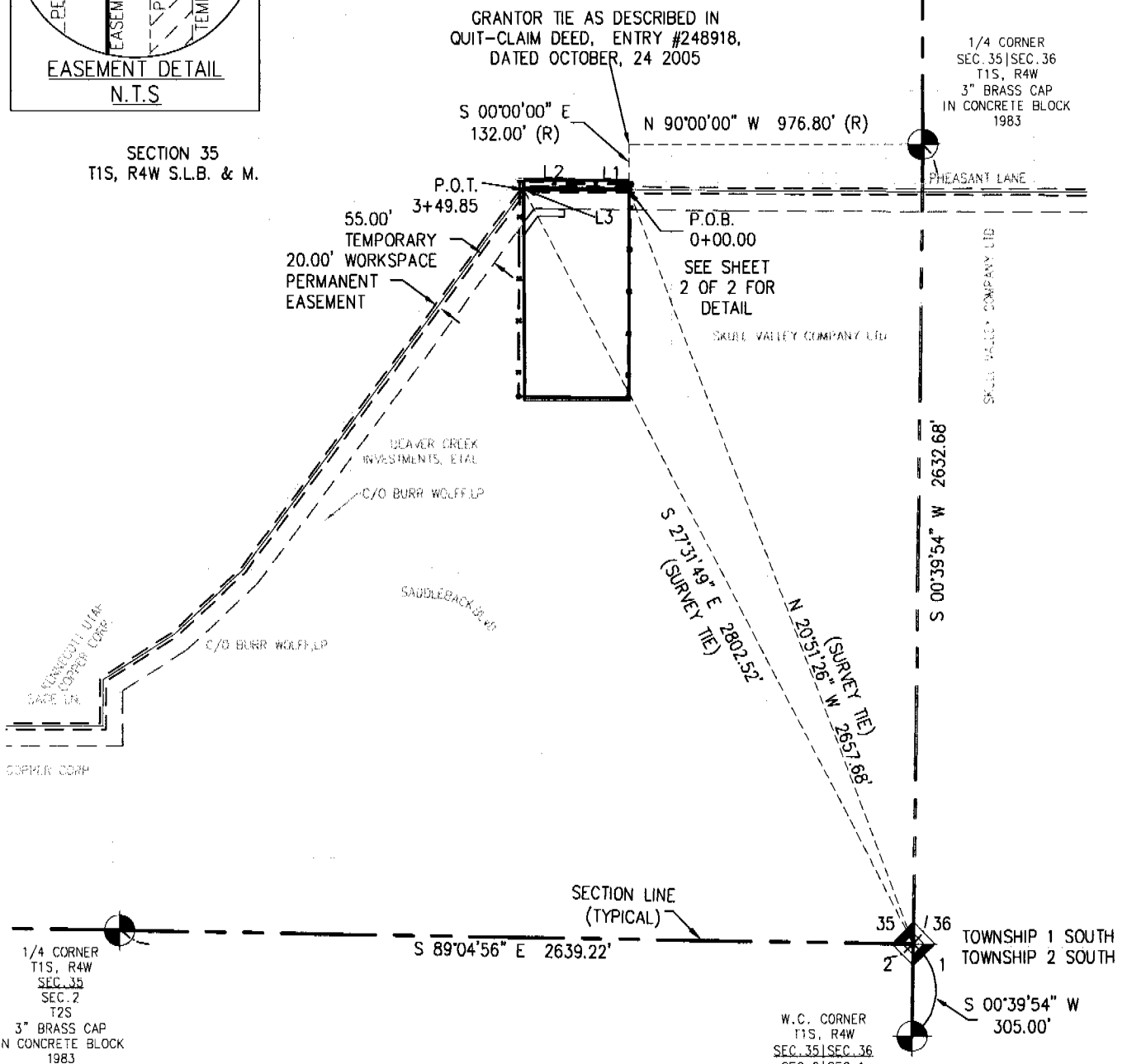
**TRACT NO. UT-T0-065.2**

OWNER	STATION TO STATION	FEET - RODS	PERMANENT EASEMENT	0.161 ACRES
CAREY TRATOS 04-070-0-0021	0+00.00 - 3+49.85	349.85 - 21.20	TEMPORARY WORK SPACE	0.442 ACRES
	-	-	ADDITIONAL TEMPORARY WORK SPACE	0.092 ACRES

LINE	BEARING	DISTANCE
L1	N 89°16'35" W	183.85'
L2	N 89°44'37" W	164.27'
L3	S 36°08'10" W	1.73'



SECTION 35  
T1S, R4W S.L.B. & M.



**PERMANENT EASEMENT DESCRIPTION**

A 20.00 FOOT WIDE PERMANENT EASEMENT ACROSS A PARCEL OF LAND DESCRIBED IN QUIT-CLAIM DEED TO NORMA ASHWORTH AND RECORDED IN ENTRY #248918 IN THE OFFICE OF THE TOOELE COUNTY RECORDER, LOCATED IN SOUTHEAST ONE-QUARTER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 4 WEST OF THE S.L.B. & M., COUNTY OF TOOELE, STATE OF UTAH. SAID 20.00 FOOT WIDE EASEMENT BEING 10.00 FEET ON EACH SIDE OF THE CENTERLINE SHOWN HEREON. SAID PERMANENT EASEMENT BEING BOUNDED WITHIN THE LANDS OWNED BY THE PARTIES NAMED HEREON.

**NOTES:**

1. THE PROPERTY LINES DEPICTED HEREON ARE APPROXIMATE. THEY ARE BASED UPON RECORD DESCRIPTIONS, DIGITIZED ASSESSOR MAPS AND OTHER DATA. THIS EXHIBIT A IS NOT TO BE RELIED UPON FOR THE ESTABLISHMENT OF FENCES, FUTURE IMPROVEMENTS, OR CONVEYANCES.
2. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE BASED UPON UTM 12, NAD 83 GRID.
3. THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THE PARCEL(S) SHOWN HEREON BEING SUBJECT TO ANY AND ALL EASEMENTS RIGHTS OF WAY, VARIANCES OR AGREEMENTS OF RECORD.

**LEGEND**

- MONUMENT FOUND AS DESCRIBED
- CALCULATED CORNER POSITION
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINUS
- FOUND FENCE CORNER
- (R) RECORD INFORMATION

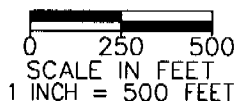


EXHIBIT A  
**CAREY TRATOS**  
04-070-0-0021  
SECTION 35, TOWNSHIP 1 SOUTH,  
RANGE 4 WEST OF THE S.L.B. & M.

DRAWN BY: BLB      REV: 02/05/09      DATE: 07/11/08  
SHEET: 1 OF 2      TOOELE COUNTY, UTAH



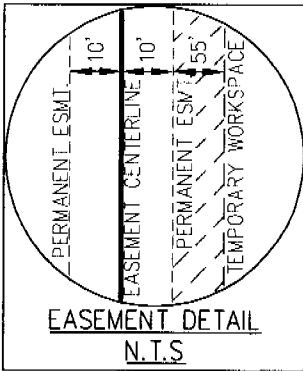
34 VAN GORDON ST., STE. 200,  
LAKEWOOD, CO 80228  
303-296-9645

DRAWING NUMBER  
UT-T0-065.2

**TRACT NO. UT-T0-065.2**

OWNER	STATION TO STATION	FEET - RODS	PERMANENT EASEMENT	0.161 ACRES
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04-070-0-0021	-	-	ADDITIONAL TEMPORARY WORK SPACE	0.092 ACRES

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GRANTOR TIE AS DESCRIBED IN QUIT-CLAIM DEED, ENTRY #248918, DATED OCTOBER, 24 2005

1/4 CORNER  
SFC. 35 | SEC. 36  
T1S, R4W  
3" BRASS CAP  
IN CONCRETE BLOCK  
1983

S 00°00'00" E  
132.00' (R)

N 90°00'00" W 976.80' (R)

PHEASANT LANE

P.O.B.  
0+00.00

SEE DETAIL  
THIS SHEET

20.00'  
PERMANENT  
EASEMENT

2+14.44 BEGIN  
0.092 ACRE  
ADDITIONAL  
TEMPORARY  
WORK SPACE

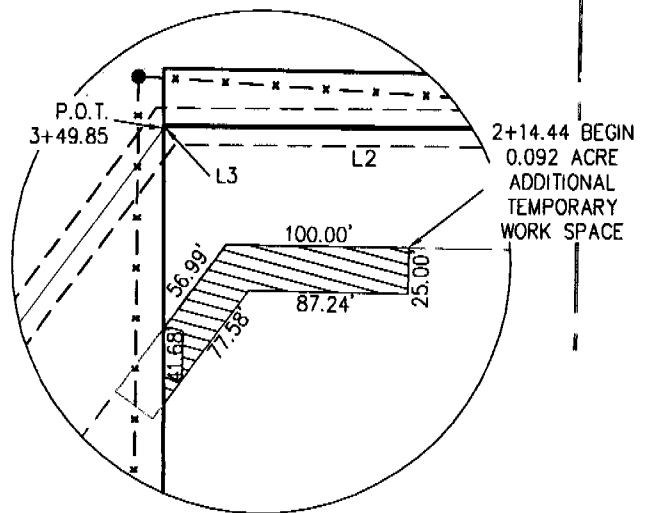
55.00'  
TEMPORARY  
WORKSPACE

SKULL VALLEY COMPANY LTD.

BEAVER CREEK  
INVESTMENTS, ETAL

SAGOLEBACK BLVD.

DETAIL  
SCALE: 1"=100'



**LEGEND**

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- P.O.T. POINT OF TERMINUS
- FOUND FENCE CORNER
- (R) RECORD INFORMATION

0 125 250  
SCALE IN FEET  
1 INCH = 250 FEET



EXHIBIT A  
CAREY TRATOS  
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SECTION 35, TOWNSHIP 1 SOUTH,  
RANGE 4 WEST OF THE S.L.B. & M.

DRAWN BY: BLB

REV: 02/05/09

DATE: 07/11/08

SHEET: 2 OF 2

TOOELE COUNTY, UTAH



34 VAN GORDON ST., STE. 200,  
LAKEWOOD, CO 80226  
303-298-9645

DRAWING NUMBER  
UT-T0-065.2