

**When Recorded Return To:**

Tesoro Refining and Marketing Company  
 300 Concord Plaza Drive  
 San Antonio, Texas 78216-6999  
 Attn: Jay Randy Fraley

10336888  
 01/31/2008 02:51 PM \$19.00  
 Book - 9565 Pg - 133-137  
 GARY W. OTT  
 RECORDER, SALT LAKE COUNTY, UTAH  
 TESORO REFINING & MKTG CO  
 300 CONCORD PLAZA DR  
 SAN ANTONIO TX 78216-6999  
 BY: KLD, DEPUTY - WI 5 P.

**Space above for County Recorder's Use**  
 Tax parcel ID #: 08-14-300-025

**AMENDMENT TO EASEMENT**

*100* *2008* This Amendment to Easement ("Amendment") is made this 15 day of *October*, 2007, by and between TESORO REFINING AND MARKETING COMPANY, a Delaware corporation, with an office located at 300 Concord Plaza Drive, San Antonio, Bexar County, Texas 78216-6999, its successors and assigns, hereinafter called "Grantee", and OG PARTNERS, LLC, a Utah limited liability company, hereinafter called "Grantor", with an office located at 2331 Deutscher St. Salt Lake City, UT 84109-2000.

*100 JANUARY*

WHEREAS, Grantor (or Grantor's predecessor in interest) granted to Grantee (or Grantee's predecessor in interest) an easement ("Easement") on, over, and through certain property located in Salt Lake County, State of Utah, Township 1 North, Range 1 West, Section 14; to-wit:

See Exhibit "A" attached hereto and incorporated by reference herein.

WHEREAS, aforesaid Easement was recorded in the Salt Lake County Recorder's Office on May 20, 1991 in Book 6317, Page 1714, as Document Number 5068690, and amended by that certain Amendment to Easement recorded in the Salt Lake County Recorder's Office on May 10, 1994 in Book 6936, Page 1462 as Document Number 5817935, said Easement being subsequently assigned said Easements subsequently assigned to Grantee under its former name, Tesoro West Coast Company, by that certain Assignment recorded in the Salt Lake County Recorder's Office on July 31, 2002 in Book 8627, Page 4593 as Document Number 8309037; and

WHEREAS, Grantor and Grantee desire to modify said Easement as provided below, so that Grantee may install and maintain an additional pipeline within the Easement;

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged by Grantor, it is hereby agreed as follows:

1. The Easement is hereby amended and modified to provide that the Grantee shall have the right to construct, operate, inspect, maintain, protect, mark, relocate, repair, replace, change the size of, and remove one (1) additional pipeline not to exceed sixteen inches (16") in diameter and related appurtenances, to be constructed within the area covered by the Easement, which additional rights Grantor hereby grants and conveys to Grantee. Accordingly, Grantee shall now have such rights for a total of three (3) pipelines within the Easement right of way. Additionally, Grantor further grants to Grantee an additional temporary construction easement, twenty feet (20') in width and adjoining the full length of the Easement on the southerly side thereof, to be used as working space by Grantee during and for the construction and installation of the additional pipeline and related appurtenances provided for hereinabove.

2. Except as amended herein, the Easement shall remain in full force and effect according to its terms as written.

3. All of the covenants, terms and provisions of this Amendment set out above shall be covenants running with the land, and shall be binding on the heirs, successors, assigns and legal representatives of the parties hereto.

4. The address for notices to Grantee under the Easement is the address first set forth hereinabove.

*Signature and acknowledgment on following page*

IN WITNESS WHEREOF, Grantor has executed this Amendment this 15 day of  
October, 2007.

January, 2008

GRANTOR:

OG PARTNERS, LLC, a Utah limited liability  
company

By: M Nelson  
Name: SCOTT OLSON  
Title: Managing member

STATE OF UTAH §  
CITY OF SALT LAKE §

BEFORE ME, the undersigned authority, on this 15<sup>th</sup> day of January, 2008,  
personally appeared Scott A. Olson of OG PARTNERS,  
LLC, a Utah limited liability company, known to me to be the person whose name is subscribed  
to the foregoing instrument, and acknowledged to me that he executed the same as the act and  
deed of said entity for the purposes and consideration therein and in the capacity therein stated.

[NOTARY STAMP]

Maurine L. Bachman  
Notary Public, State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

Exhibits:

Exhibit "A" – Legal Description of Easement Area

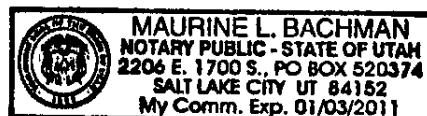
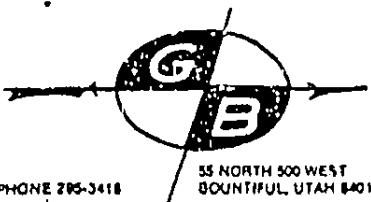


EXHIBIT A

EXHIBIT A

Page 1 of 1

GREAT BASIN ENGINEERING & SURVEYING  
OF BOUNTIFUL

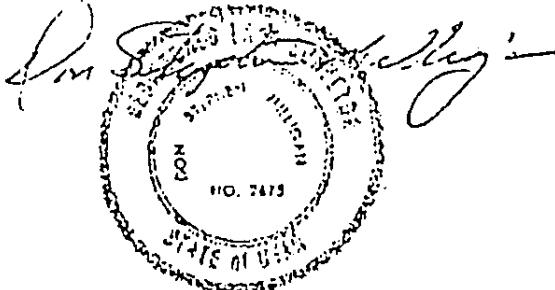


SUBDIVISIONS — CONSTRUCTION LAYOUT — SURVEYS  
AERIAL TOPOGRAPHY — ELECTRONIC MEASUREMENT  
(Quality & Service is our Motto)

Horman Construction Co.

Centerline of a 10 foot easement lying 5.0 feet South of the North property line described as follows: Begin at a point which is N00°05'05"E 1362.88 feet along the Section line and S89°52'30"E 1437.21 feet parallel to said North property line from the Southwest Corner of Section 14, Township 1 North, Range 1 West, Salt Lake Base and Meridian (Bearing Base Salt Lake City Plats West Line of Section 14 = N00°05'05"E) and running thence S89°52'30"E 598.30 feet. Containing 598.30 linear feet.

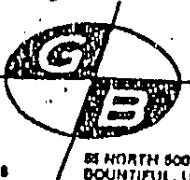
Description prepared by Don Stephen Milligan



8K6317861717

# EXHIBIT A

EXHIBIT A  
Page 1 of 2  
PAGE 2 OF 2



PHONE 393-3418

81 NORTH 500 WEST  
BOUNTIFUL, UTAH 84010

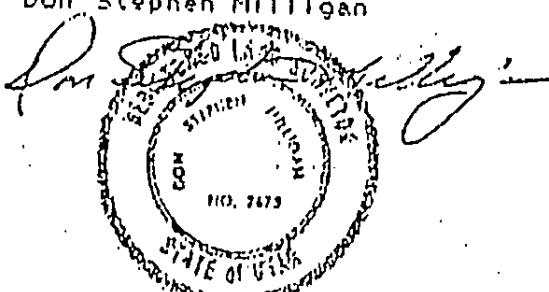
## GREAT BASIN ENGINEERING & SURVEYING OF BOUNTIFUL

SUBDIVISIONS - CONSTRUCTION LAYOUT - SURVEYS  
AERIAL TOPOGRAPHY - ELECTRONIC MEASURING  
(Quality & Service is our Motto)

Ornate  
Construction  
Co.

Centerline of a 10 foot easement lying 5.0 feet South of the North property line described as follows: Begin at a point which is N00°05'05"E 1362.88 feet along the Section line and S89°52'30"E 1437.21 feet parallel to said North property line from the Southwest corner of Section 14, Township 1 North, Range 1 West, Salt Lake Base and Meridian (Bearing Base Salt Lake City Plate West Line of Section 14 = N00°05'05"E) and running thence S89°52'30"E 598.30 feet, containing 598.30 linear feet.

Description prepared by Don Stephen Milligan



LESS AND EXCEPT THAT PORTION OF THE CENTERLINE DESCRIBED ABOVE WHICH CROSSES THE FOLLOWING DESCRIBED TRACT OF LAND:

The westerly 4.60 acres of the 8.14 acre parcel of land described as:

Commencing North 0°34'30" East 482.7 feet and South 89°52'30" East 1424.26 feet from the southwest corner of Section 14, Township 1 North, Range 1 West, Salt Lake Base and Meridian, thence North 0°31'30" East 874.71 feet South 89°52'30" East 672.49 feet South 8°38' West 320.93 feet to the Westerly line of State Highway, Southwesterly along said line 967.69 feet, West 50 feet, North 0°34'30" East 214.61 feet to the point of beginning, less the State road. Contains approximately 8.14 acres.

The East boundary line describing the said westerly 4.60 acre portion shall be parallel to the West boundary line of the original 8.14 acre parcel and shall be located so as to encompass 4.60 acres to the West of said East boundary line, leaving approximately 341 linear feet.

BK 956936 PG 137

BK 956936 PG 137