

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

**RETURNED**

**AUG 06 2007**

E 2295079 B 4339 P 1500-1504  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
08/06/2007 04:27 PM  
FEE \$18.00 Pgs: 5  
DEP RTT REC'D FOR ROCKY MOUNTAIN P  
IPELINE SYSTEM

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

RMPL Tract Number: 3480-C-0411.20

APN: 06-048-0050

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, **Melvin J. Mills and Gordon E. Mills, as co-Trustees under The C & A Mills Children Trust dated July 3, 1974** having a mailing address of **6 North 1375 East, Bountiful, UT 84010** 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 2N, Range 1W, Salt Lake Base and Meridian**

A portion of the SW ¼ of the NW ¼ of Section 25 and a portion of the SE ¼ of the NE ¼ of Section 26

And more fully described in Exhibit "B" and in that certain Deed, recorded in Book 578, Page 571, 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 12 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 1st day of Aug 2007.

GRANTOR

Melvin J. Mills - Aug 1 07.  
Melvin J. Mills, Trustee of the C & A Mills Children Trust dated July 3, 1974

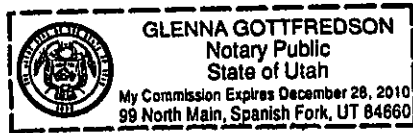
Gordon E. Mills Aug 1 2007  
Gordon E. Mills, Trustee of the C & A Mills Children Trust dated July 3, 1974

State of Utah )  
County of Utah )

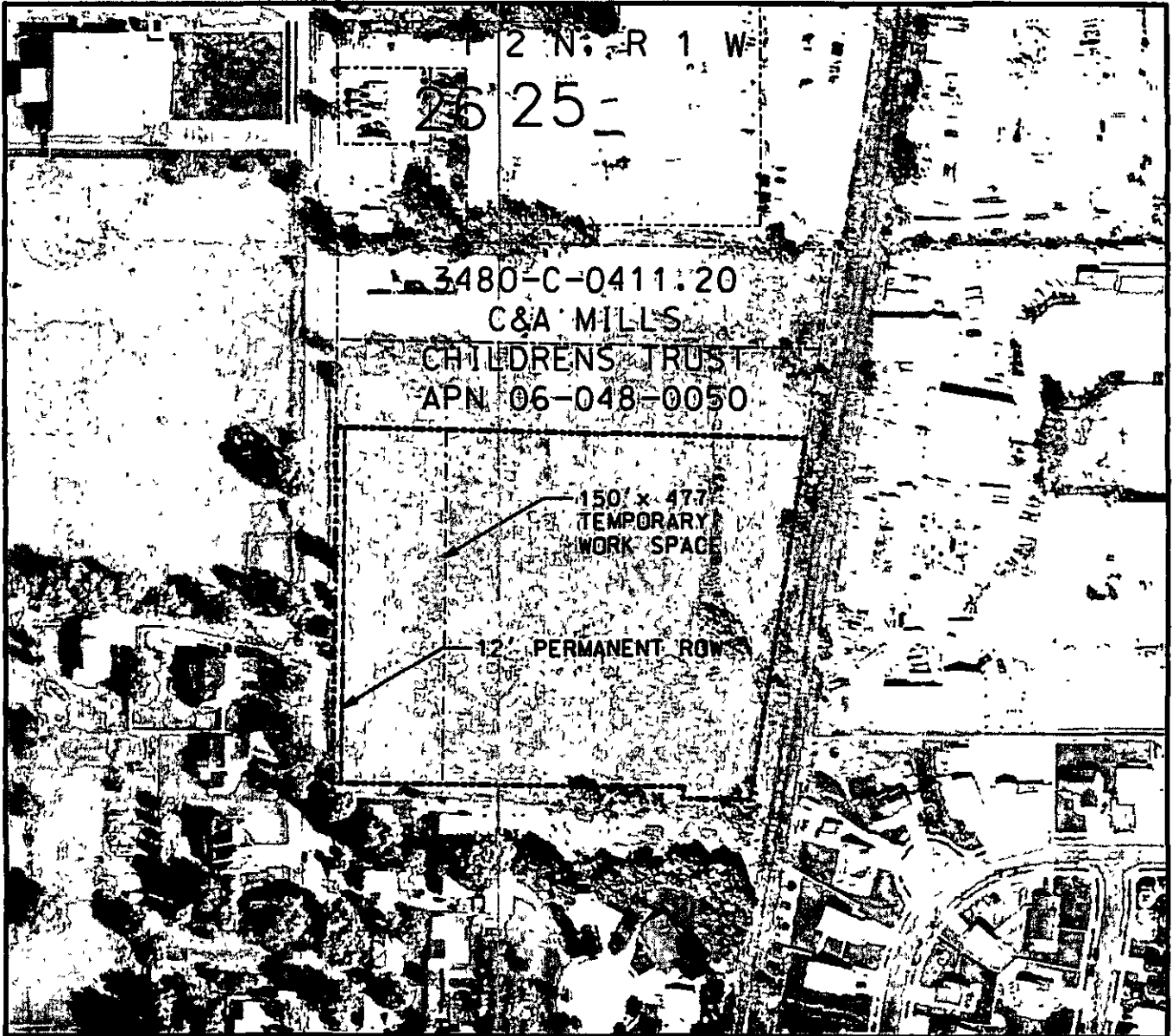
On 08/01/07 before me, Glenna Gottfredson,  
personally appeared Melvin J. Mills and Gordon E Mills  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person (s) whose names (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they 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 Glenna Gottfredson



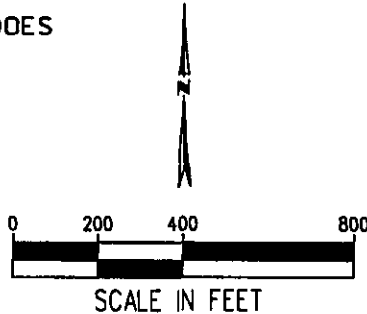
"EXHIBIT A"



PROPERTY & SECTION LINES ARE  
BASED ON COUNTY GIS DATA AND DOES  
NOT REPLACE A PROPERTY SURVEY

LEGEND

- PERM. R.O.W. -----
- TEMP. R.O.W. - - - - -
- PROPERTY LINE .....
  - SECTION LINE \_\_\_\_\_



**SALT LAKE CITY 18" PIPELINE**

EASEMENT SKETCH  
DAVIS CO., UT

ISSUED:  
07/09/07  
REV:2  
08/06/07

SERIAL  
TOTAL LENGTH = 477.0ft+

3480-C-0411.20  
C&A MILLS  
CHILDRENS TRUST  
APN 06-048-0050

Date: 7/13/2007

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**Parcel Vesting Information**

**01/01/1981 to Present**

**Serial Number: 06-048-0050**

Mailing Address: 6 NORTH 1375 EAST  
BOUNTIFUL, UT 84010

**Location**

*Exhibit "B"*

Location: 2 N 1 W 25 NW

NW

**Vested Owners**

MILLS, MELVIN J. -- TRUSTEE  
MILLS, GORDON E -- TRUSTEE  
C & A MILLS CHILDRENS TRUST 7-3-1974

**Tax District**

70 WOODS CROSS ABJW

**Legal Description**

BEG AT A PT 39 RODS N FR THE SE COR OF THE NE 1/4 OF SEC 26-T2N-R1W, SLM; TH W 12.8 RODS TO THE E LN OF HOWARD STR, TH N ALG SD STR 482.25 FT, M/L, TO SW COR OF PPTY CONV IN 725-300, TH S 89°20'10" E 631.82 FT TO W LN OF SD RR R/W, TH SW'LY 479 FT, M/L, TO A PT DUE E OF BEG; TH W 23 RODS, M/L, TO THE POB. CONT. 7.66 ACRES