

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

RETR  
OCT 25 2007

2316269  
BK 4396 PG 744  
E 2316269 B 4396 P 744-749  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
10/25/2007 01:47 PM  
FEE \$20.00 Pgs: 6  
DEP RTT REC'D FOR: ROCKY MOUNTAIN P  
IPELINE SYSTEM

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

RMPL Tract Number: 3480-C-0418.00

APN: 06-084-0047

County: Davis

### Amendment of Right of Way Contract

KNOW ALL MEN BY THESE PRESENTS, that **ROCKY MOUNTAIN PIPELINE SYSTEM LLC**, a Delaware Limited Liability Company its successors and assigns having offices at 333 Clay Street, Suite 1600, Houston, TX 77002, hereinafter referred to as "RMPS", warrants that it is the successor to Utah Oil Refining Company and current owner of a Right of Way Contract, hereinafter "Contract", dated October 10, 1939, recorded in Davis County, Utah, Book M of Liens, Leases, Etc, page 385,

WHEREAS, Asset Administrators, Inc Trustee for 1100 West Trust dated October 28, 1997, hereinafter referred to as "Owner", represents that they are the current fee Owner and successor of the lands described in said Contract or that portion thereof to which this Amendment applies, hereinafter the "Premises," described as follows:

Township 2N ,Range 1W , Salt Lake Base and Meridian, Davis County, Utah

A portion of the NE ¼ of the NE ¼ of Section 35,

More accurately described in Exhibit "A" and Exhibit "B" attached hereto and made a part hereof;

AND WHEREAS, RMPS and Owner desire to amend said Contract so as to define said pipeline right of way width and limits of the Contract encumbrance on the Premises;

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00), the receipt and sufficiency of which is hereby acknowledged by the Owner, and of the mutual covenants herein contained, the parties hereto agree to amend said Contract as follows:

1. RMPS shall:

(a) Compensate Owner for damages done to any buildings, fences, parking lots, sidewalks, roadways and any other improvement damaged as a direct result of RMPS'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 RMPS' use of the Contract.

(c) Indemnify the Owner from all liabilities, damages, and claims arising from Grantee's activities on or relating to the Contract (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 Owner 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 Pipelines and any other property installed or constructed on the right of way shall be laid or constructed within a strip of land 30 feet in width, it being understood that the easement will generally follow the alignment depicted on Exhibit "A", attached and made a part hereof, but generally described as being ten feet (10 feet) easterly and twenty feet (20 feet) westerly of the original 8" Utah Refinery crude oil pipeline.

3. Nothing herein shall be construed to prevent Owner or his successors in title from constructing streets, parking lots, sidewalks, phone or fiber optic lines, water lines, gas mains, sanitary or storm sewers, landscaping or any other non permanent vertical structure or related improvements across the easement herein granted, but in no case permit any permanent vertical structure or building within said 30 feet wide right of way, provided that such installations are made in such a manner as not to unreasonably interfere with the construction, maintenance or operation of RMPS' pipelines or appurtenances, and provided further that the plans, specifications, and method of construction thereof shall be first submitted to RMPS or its successor for its approval which will not unreasonably withheld,. After forty-five (45) days from the submitted written request for approval from RMPS by Owner, said plans shall be deemed approved unless notified otherwise in writing by RMPS.

4. This Amended Right of Way Contract shall include the right of unimpaired ingress and egress to and from the right of way as reasonably needed to construct, repair and replace improvements on the right of way, including the use of all existing and future roads.

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

6. Such Amended Contract and easement is granted upon the condition that the abandonment of said pipelines for the purposes herein granted for a continuous period of two (2) years, said Right of Way Contract together with all other agreements relating to said Contract, dating back to the original recorded easement and this Amended Right of Way Contract and easement shall then terminate and all the rights herein granted shall revert to the Owner, his heirs, successor or assigns. Upon the termination of the rights herein granted, RMPS, their predecessors and successors and assigns hereby agree and obligate himself to immediately file of record a recordable instrument releasing, relinquishing and surrendering all of their rights hereunder.

7. 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.

- 8. 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
- 9. It is agreed that any payment due hereunder may be made direct to said Owner or any one of them (if more than one).
- 10. 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.
- 11. Notices shall be deemed provided if delivered to the following:

To: Asset Administrators, Inc Trustee for 1100 West Trust  
 PO Box 870047  
 Woods Cross, UT 84087

To: Rocky Mountain Pipeline Services ("RMPS")  
 Land Department  
 333 Clay Street, #1600  
 Houston, TX 77002

EXECUTED THIS 17<sup>th</sup> day of October, 2007.

Owner

Kim E. Green

Asset Administrators, Inc., Trustee for 1100 West Trust  
 dated October 28, 1997

Kim E. Green - Trustee

Print Name

Title

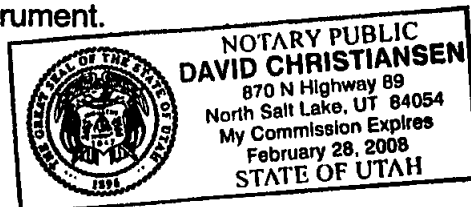
State of Utah )  
 County of Davis )

On Oct. 17, 2007 before me, David Christiansen,

personally appeared Kim E. Green  
 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.

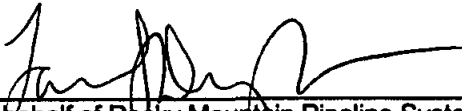
WITNESS my hand and official seal

Signature David Christiansen



EXECUTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

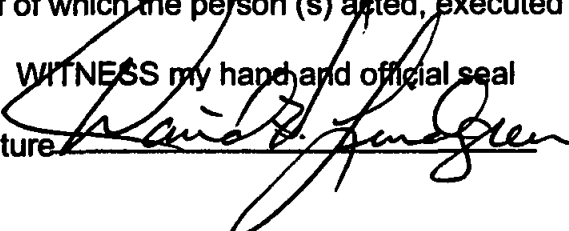
**Rocky Mountain Pipeline System, LLC**

  
 \_\_\_\_\_  
 On behalf of Rocky Mountain Pipeline System, LLC  
**Lawrence J. Dreyfuss**  
 Vice President *DJK*  
 \_\_\_\_\_  
 Print Name Title

State of Texas )  
County of Harris )

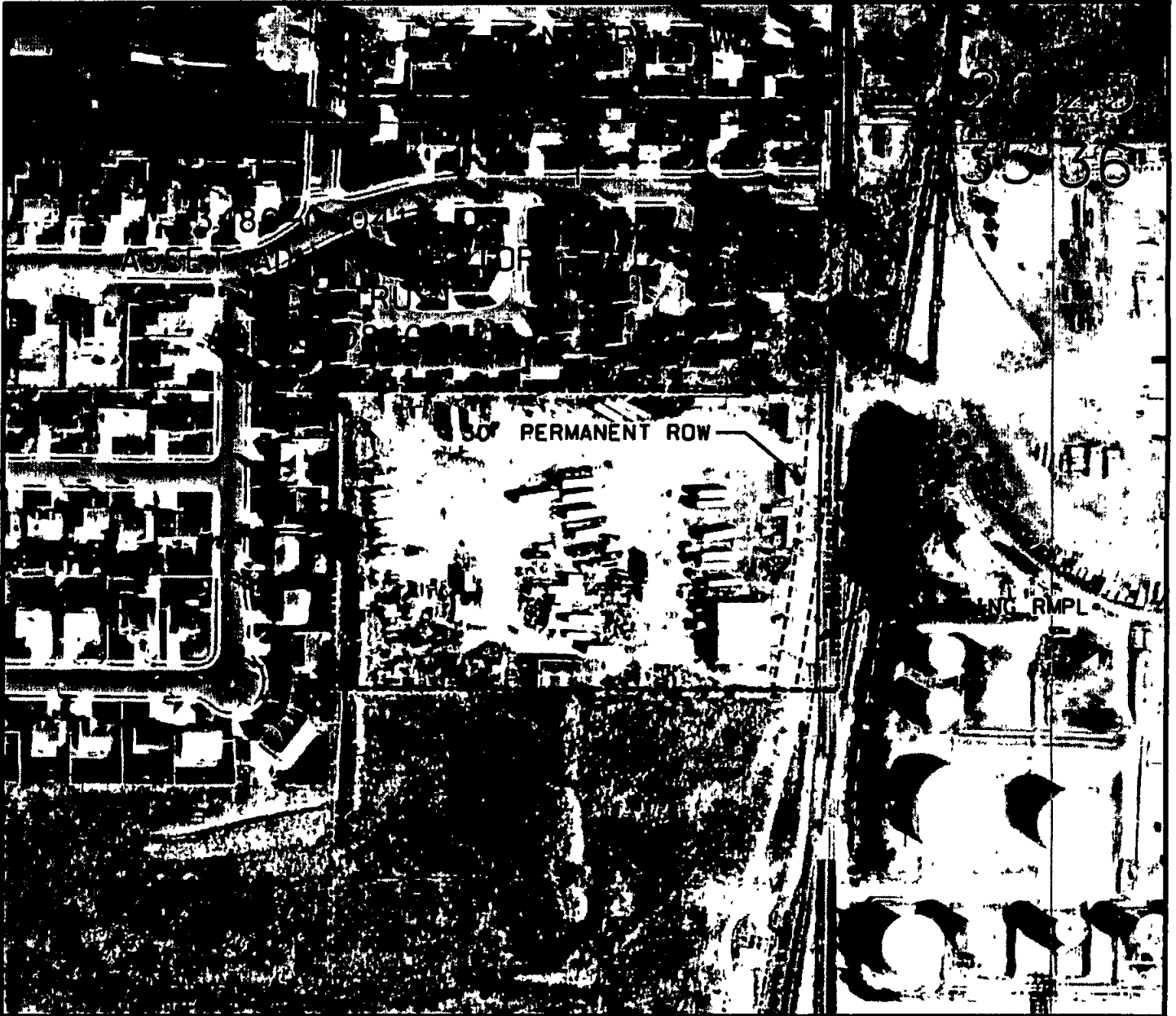
On 10/22/07 before me, DAVID H. LINDGREN,

personally appeared LAWRENCE J. DREYFUSS  
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 



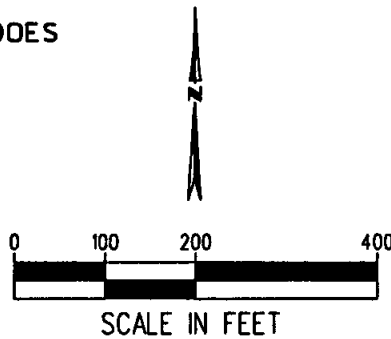
"EXHIBIT A"



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 16" PIPELINE

EASEMENT SKETCH  
DAVIS CO., UT

ISSUED: 03/07/07  
REV:3 10/16/07

SERIAL  
TOTAL LENGTH = 411.6ft

3480-C-0418.00  
ASSET ADMINISTRATORS.  
INC. TRUST  
APN 060840047

**Parcel Vesting Information**

12/19/1997 to Present

BK 4396 PG 749

Serial Number: 06-084-0047

Mailing Address: PO BOX 870047

WOODS CROSS, UT 84087

Exhibit B

**Location**

Location: 2 N 1 W 35 NE

NE

**Vested Owners**

ASSET ADMINISTRATORS INC, TRUSTEE  
ELEVEN HUNDRED WEST TRUST DATED 10-28-97

**Tax District**

70 WOODS CROSS ABJW

**Legal Description**

BEG IN CENTER OF 4 ROD STR AT A PT 275.88 FT W & 497.10 FT S FR NE COR OF SEC 35-T2N-R1W, SLM; TH S 89^58' W 673.7 FT; TH S 0^04' W 258.63 FT; TH N 89^58' E 673.7 FT TO CENTER SD STR; TH N 0^04' E 258.63 FT TO POB. CONTAINING LESS STR 3.80 ACRES. ALSO. COMM IN CENTER OF STR AT PT 275.88 FT W & 343.20 FT S FR NE COR OF SEC 35-T2N-R1W, SLM; TH S 153.90 FT ALG CENTER SD STR, TH S 89^58' W 673.70 FT, TH N TO A PT DUE E OF THE POB, TH E 673.70 FT TO POB. CONT 1.38 ACRES TOTAL ACREAGE 5.18 ACRES