

AFTER RECORDING PLEASE RETURN TO:

UNEV Pipeline, LLC  
2100 N Redwood Road  
Suite 85  
Salt Lake City, UT 84116

Line/Project: UNEV  
Tract No.: UT-BE-319  
Parcel No.: E-0002-0125-0008

RIGHT-OF-WAY AND EASEMENT 238562, Bk. 430 Pg. 327  
Date: 11-10-2008 2:03PM  
Filed: 11-10-2008  
Filed By: KBB  
RECORDER  
BEAVER COUNTY CORPORATION  
FOR: UNEV PIPELINE

THE STATE OF UTAH  
COUNTY OF BEAVER

For and in consideration of TEN DOLLARS and other good and valuable consideration paid to Circle Four, LLC, a Delaware limited liability company whose principle place of business is located at 341 South Main, P.O. Box 100, Milford, Utah, 84741 (herein styled "Grantor"), the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, conveys and warrants against all claiming by, through, or under said Grantor, 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 permanent, non-exclusive right-of-way and easement (the "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 Beaver County, Utah (the "Grantors Property"):

The North 1/2 of Section 10, Township 30 South, Range 12 West

Even though the Easement is permanent, it shall terminate if Grantee ceases to use the Facilities for a period of twelve (12) consecutive months, unless during the twelve month period and thereafter at least annually Grantee gives notice to Grantor that it or a successor intends to resume the use of the Facilities. If a twelve-month period lapses in which Grantee has not given such notice or demonstrated use of the Facilities, this Easement shall then immediately terminate without further notice and Grantor or its successor shall be entitled to record a notice of the termination and to provide notice to Grantee or its successor.

The Easement granted herein shall allow for a construction Easement that is seventy-five feet (75') in width for a limited period of time and a perpetual Easement that is thirty feet (30') in width. Accordingly, the construction Easement shall begin on the date of execution of this agreement and expire one (1) year from the date on which construction of Facilities begins or on January 1, 2011, or whichever is later. The construction Easement on the land described above is more particularly described as follows:

An area seventy-five feet (75') in width, extending thirty-seven and one-half feet (37.5') from each side of the center line more particularly described and/or shown on attached Exhibit "A," which is here incorporated by reference.

Commencing one (1) year from the date on which construction of the Facilities begins, or on January 1, 2011, or whichever is later, the Easement shall be restricted to the following:

An area thirty feet (30') in width, extending fifteen feet (15') from each side of the center line more particularly described and/or shown on Exhibit "A."

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 Easement running parallel to and extending fifteen feet (15') on each side of the actual location of the centerline of the pipeline as it is buried on Grantor's property.

Either party may record a copy of this Agreement in the office of the Beaver County, Utah, Recorder.

Grantor further grants to Grantee:

- (a) the right to use such portion of said lands adjacent to and along side tract as may be reasonably necessary in connection with the installation, repair, replacement and removal of the above ground appurtenances, or any other facilities;
- (b) the right of ingress to and egress from said tract over and across said lands by means of roads and lanes thereon, if such there be, otherwise by such practicable route or routes as shall occasion the least damage and inconvenience to Grantor;
- (c) the right from time to time to trim and to cut down and to clear away any and all trees and brush now or hereafter on said tract and to trim and to cut down and to clear away any trees on either side of said strip which now or hereafter in the opinion of Grantee maybe a hazard to Grantee's facilities or may interfere with the exercise of Grantee's rights hereunder.

Grantee hereby covenants and agrees:

- (a) Grantee shall pay Grantor the reasonable amount of actual damages to crops, timber, livestock, fences, irrigation systems, buildings, private roads, and other improvements caused by Grantee or its agents or its employees on said lands in the construction or reconstruction of the above-ground appurtenances to its pipeline or lines or in the exercise of the right of ingress or egress: said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one there of 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;
- (b) Grantee and its successors and assigns hereby agree to indemnify, defend (with counsel acceptable to Grantor) hold harmless Grantor and any entity controlling, controlled by or under control by Grantor ("Affiliates"), and its and their Affiliate's officers, directors, employees, managers, members, agents, contractors, servers, successors, and assigns, from and against all liens, liabilities, encumbrances, costs, demands, claims, penalties, fines, judgments, losses and or damage (including, without limitation, diminution in the value of Grantor's Property, costs or expenses (including attorneys' fees, consultant fees, and expert fees), including the death of or injury to any person or damage to any property whatsoever), arising from or caused in whole or in part directly or indirectly, by:
  - (i) The presence in, on, under, or about the Grantor's Property, or any discharge or release in, onto, or from the Grantor's Property, of any Hazardous Substances relating to the pipeline or Grantee's presence upon or use of the Grantor's Property in any respect, or Grantee's use, analysis, storage, transportation, disposal, release, threatened release, discharge or generation of Hazardous Substances to, in, on, under, about, or from the Grantor's Property;
  - (ii) Grantee's failure to comply with any law or regulation now or hereafter enacted, including any Hazardous Substances Law;
  - (iii) The acts and omissions of Grantee and Grantee's Agents;
  - (iv) The use of the Grantor's Property and/or the Facilities by Grantee and Grantee's agents;
  - (v) Claims against Grantor, its Affiliates, and its and their Affiliates' officers, directors, employees, managers, members, agents, servants, successors, and assigns, by third parties using the Facilities, trespassing on the Facilities, damaged by the Facilities, or damaged from Grantee's use and occupancy of the Grantor's Property;
  - (vi) Any breach or default by Grantee or Grantee's Agents of any of Grantee's obligations under this Agreement; and
  - (vii) Any work performed on the Grantor's Property by Grantee or Grantee's Agents;

Provided, however, that the foregoing indemnity shall not apply to the extent any such claim is caused by the negligence or willful misconduct of Grantor. Grantee's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, any and all reasonable costs incurred in connection with any investigation of site conditions, and any and all reasonable costs of any required or necessary repair, cleanup, detoxification, or decontamination of the Grantor's Property, and the preparation and implementation of any closure, remedial action, or other required plans in connection therewith. The terms and conditions of this provision shall remain effective after the expiration or termination of this Agreement, so long as the event for which the indemnification is needed occurred prior to such expiration or termination.

(c) Grantee shall maintain a policy or policies of commercial general liability insurance with respect to the property and the operations of or on the behalf of the Grantee for not less than five million dollars (\$5,000,000.00) combined single limit bodily injury death and property damage liability per occurrence, or such greater amount as shall be commercially reasonable at the time of such coverage. Such coverage shall by "Additional Insured" endorsements add Grantor as insured's.

(d) If this Easement is terminated, Grantee shall remove all above-and below- ground appurtenances and fences placed upon the Easement by Grantee, fill in, smooth over and clean up the Easement area and replace the topsoil in preparation for re-seeding. Grantor may elect to perform said re-seeding, in which case Grantee shall compensate Grantor at no more than the prevailing rate in the area for similar work. Clean-up and restoration of the Easement area shall be completed by Grantee no later than six (6) months following the termination of this Easement, weather and surface conditions permitting.

(e) Grantee hereby agrees to bury the pipelines, exclusive of appurtenances such as valves and meters, in all locations where reasonably possible to a depth such that the top of the pipeline is at least 60 inches below the surface of the soil.

(f) Grantee shall not violate in any material respect any legal requirement relating to the generation, manufacture, production, use, storage, release, or threatened release, discharge, disposal, transportation or presence of any substance, material, oil, petroleum, or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future legal requirement (collectively, "Hazardous Materials") on or under the area of the Easement. If this Easement terminates, Grantee will remove any Hazardous Materials from the area of the Easement deposited there by Grantee, except as specifically approved in writing by Grantor.

Grantor reserves the right to use and enjoy the area of the Easement for any and all purposes except for the purposes for which such Easement is granted; provided that Grantor shall not interfere, disrupt, obstruct or otherwise impede the use of the 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 Easement, and will not change the grade or contour of the Easement area. Grantor further agrees not to grant any licenses or easements on, under or over said tract without written notification of Grantee.

The rights and privileges granted herein are divisible and assignable by Grantee in whole or in part, and the terms and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, representatives, successors and assigns of the parties hereto.

The provisions herein granted shall inure to the benefit of and bind the heirs, successors, and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

IN WITNESS WHEREOF, the parties have executed this Agreement this 8 day of

July, 2008.

GRANTOR:

Circle Four, LLC

By: Dyke Beth

Its: General Manager

GRANTEE:

UNEV Pipeline, LLC

By: James Morrison

Its: Senior Vice President

IN WITNESS WHEREOF, the parties have executed this Agreement this 28 day of July, 2008.

GRANTOR:

Circle Four, LLC

By: Dwight D Potter

Its: General Manager

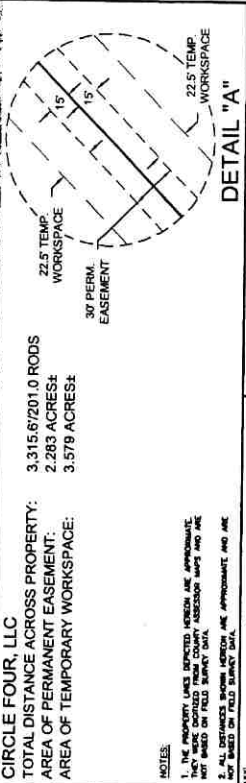
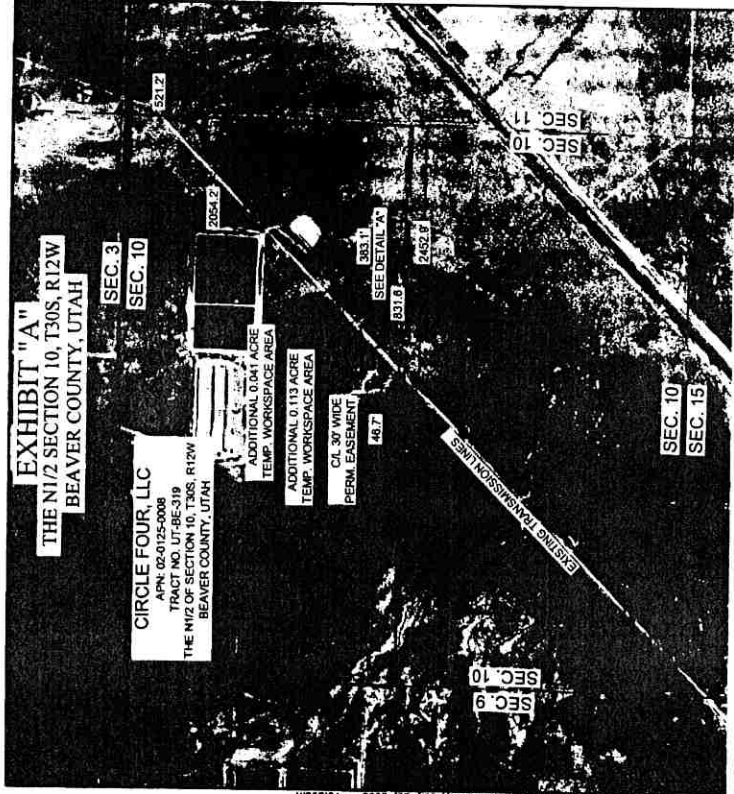
Corporate Acknowledgment

THE STATE OF Utah  
COUNTY OF Beaver

On this 28th day of July, 2008, personally appeared before me Dwight D Potter, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say he/she/they is/are the General Manager (title or office) of Circle Four Farms, and said documents was signed by him/her/them in behalf of said Corporation by Authority of its Bylaws or (Resolution of its Board of Directors), and said \_\_\_\_\_ acknowledged to me said Corporation executed the same.

Patty Cliff  
Notary Public in and for Beaver County  
State of Utah  
My Commission Expires 6-30-2011





**EXHIBIT "A"**  
**THE N1/2 SECTION 10, T30S, R12W**  
**BEAVER COUNTY, UTAH**

**CIRCLE FOUR, LLC**  
 N41/4 SEC. 10, T30S, R12W  
 TRACT NO. UT-BE-319  
 BEAVER COUNTY, UTAH

**CIRCLE FOUR, LLC**  
 TOTAL DISTANCE ACROSS PROPERTY: 3,315.67/2011.0 RODS  
 AREA OF PERMANENT EASEMENT: 2,283 ACRES  
 AREA OF TEMPORARY WORKSPACE: 3,579 ACRES

**NOTES:**  
 1. THE PROPERTY LINES DEPICTED HEREON ARE APPROXIMATE.  
 2. ALL DISTANCES SHOWN HEREON ARE APPROXIMATE AND ARE NOT BASED ON FIELD SURVEY DATA.

**UNEV PIPELINE, LLC**  
**TRICON SEPCO**  
 24 MAIN GROUND FLOOR SUITE 300  
 LAKEWOOD, COLORADO 80228-1701  
 (303) 298-9645

**PROPERTY SKETCH**  
**TRACT NO. UT-BE-319**  
 BEAVER COUNTY, UTAH  
 DATE: 07/28/08  
 DRAWN BY: 10/28/07  
 SCALE: 1" = 1000'

UT-BE-319  
 (D)  
 (REV)