

AFTER RECORDING PLEASE RETURN TO:

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

Line/Project:           UNEV            
Tract No.:           UT-TO-081.1            
Parcel No.:           05-027-0-0004          

**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 Stan Land Company, LLC, a Delaware limited liability company (herein styled "**Grantor**"), the receipt and sufficiency of which are hereby acknowledged, and subject to the covenants and conditions set forth below, Grantor hereby conveys 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 nonexclusive 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 Section 9, Township 2 South, Range 4 West  
as more particularly described on Exhibit A hereto.

The Right-of-Way and Easement granted herein shall be seventy-five feet (75') in width during construction of the Facilities, and after the Facilities have been placed in service the rights shall thereafter revert to a twenty foot (20') wide perpetual nonexclusive 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. Grantee acknowledges that the Right-of-Way and Easement may be within a public road and, subject to the terms of this instrument, that there are or will be easements for other lines and utilities that cross the Right-of-Way and Easement.

Consequently, Grantee will use commercially reasonable efforts to construct the pipeline within five feet (5') of the survey line described above. After the completion of the construction of the Facilities, Grantee shall provide Grantor an "as-built" legal description of the location of the pipeline and Exhibit A hereto will be amended accordingly at that time by the parties pursuant to a written instrument recorded in the official land records of Tooele County, Utah. Grantee agrees to bury the pipeline, exclusive of appurtenances such as valves, markers and meters, to a depth of not less than forty-eight (48) inches below the surface of the soil.

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.

Grantee acknowledges and agrees as follows:

- (1) The Right-of-Way and Easement in whole or in part may be situated beneath and within the right of way for a proposed public roadway and related improvements that are yet to be platted and constructed. Subject to paragraph 8 below, nothing in this Right-of-Way and Easement is intended or shall be constructed to limit the right to dedicate, construct, install, maintain, operate and repair, remove, and replace such roadway.
- (2) There is an existing easement in favor of the Stansbury Park Improvement District (the "**Improvement District**") pursuant to that certain Easement recorded April 20, 2004 as Entry No. 221946 in Book 0938 at Page 0489 of the official records of the Tooele County Recorder's Office for a 48-inch storm drain pipeline that crosses the Right-of-Way and Easement. Grantee will construct the Facilities either above or below such existing storm drain pipeline based on the actual depth determined in the field such that the Facilities shall not be within twenty-four inches (24") of such existing storm drain pipeline.
- (3) There is an existing easement in favor of the Improvement District pursuant to that certain Easement recorded April 27, 2009 as Entry No. 324876 of the official records of the Tooele County Recorder's Office for a 48-inch drain pipeline that is located approximately three feet six inches (3'6") below the surface of the soil that crosses the Right-of-Way and Easement. Grantee will construct the Facilities either above or below such existing storm drain pipeline based on the actual depth determined in the field such that the

Facilities shall not be within twenty-four inches (24") of such existing storm drain pipeline.

- (4) Grantor intends to install a 10-inch sanitary sewer line that will be located within an existing sleeve approximately twelve feet (12') from the surface of the soil that will cross the Right-of-Way and Easement. Grantee will construct the Facilities either above or below such existing sleeve based on the actual depth determined in the field such that the Facilities shall not be within twenty-four inches (24") of such sleeve.
- (5) Grantor intends to install a 10-inch water line that will be located within an existing sleeve approximately four feet (4') from the surface of the soil that will cross the Right-of-Way and Easement. Grantee will construct the Facilities either above or below such existing sleeve based on the actual depth determined in the field such that the Facilities shall not be within twenty-four inches (24") of such sleeve.
- (6) Subject to Paragraph 8 below, Grantor reserves the right to grant such easements and dedicate such rights as may be required for the roadway described in paragraph 1 and the easements described in paragraphs 2 through 5. In addition, subject to Paragraph 8 below, Grantor reserves the right to record a subdivision plat which, among other things, will establish easements for electric power, natural gas, and telephone and cable lines which cross the Right-of-Way and Easement (the "**utility easement areas**"). It is expected, but not required, that the utility lines will be constructed before the Facilities are constructed. Grantee will construct the Facilities either above or below any utility lines that are in the utility easement areas prior to the construction of the Facilities, if any, based on the actual depth determined in the field such that the Facilities shall not be within twenty-four inches (24") of such utility lines.
- (7) Subject to Paragraph 8 below, Grantee shall give such consents and approvals as may reasonably be required and shall reasonably cooperate, at no cost to Grantee, with the appropriate governmental agencies with respect to the construction, use, maintenance, repair and replacement of the public roadway referred to in paragraph 1 and the easements referred to in paragraphs 2 through 6.
- (8) Notwithstanding anything to the contrary in this Agreement, for safety reasons and to protect and maintain the proper operation of the Facilities, (i) no building, structure, obstruction, reservoir or tree

shall be constructed, placed, created, or maintained by Grantor or any other person on, over, along or within the Right-of-Way and Easement or any portion thereof, without Grantee's prior written consent, and (ii) in no event shall Grantor or any other person place or allow to be placed any items or otherwise disturb the area located within twenty-four inches (24") of the Facilities.

Grantee hereby agrees to construct, install, maintain, operate, repair and replace the Facilities in accordance with industry practices and in accordance with all applicable laws, rules, regulations and ordinances. Grantee agrees to pay any damages which may arise to growing crops, fences or pasturage, roads, lands and the improvements thereon or from injury to persons arising from the construction, installation, maintenance, operation, repair and replacements 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.

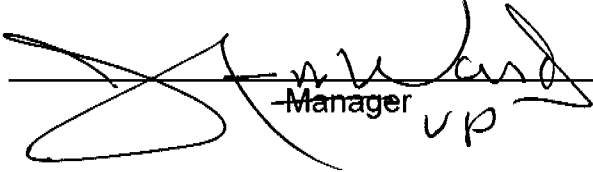
It is hereby understood that the party securing this grant on behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

[signatures to follow on the next page]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Right-of-Way and Easement as of the 22nd day of July, 2009.

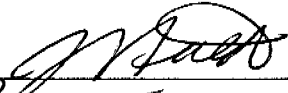
**GRANTOR:**

Stan Land Company, LLC,  
a Delaware limited liability company  
*By Leucadia Financial Corporation*

By:  \_\_\_\_\_  
-Manager  
*VP*

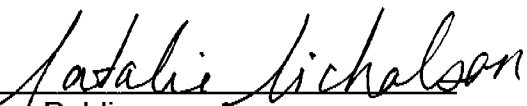
**GRANTEE:**

UNEV Pipeline, LLC,  
a Delaware limited liability company

By:  \_\_\_\_\_  
Its: *Project Supervisor - Right of way*

STATE OF UTAH )  
 ) ss.  
COUNTY OF Utah )

The foregoing instrument was acknowledged before me this 22nd day of July, 2009, by James N. Ward, the Manager of *Vice President* STAN LAND COMPANY, LLC. of Leucadia Financial Corporation, the Member of Stan Land Company, LLC.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: June 19, 2011

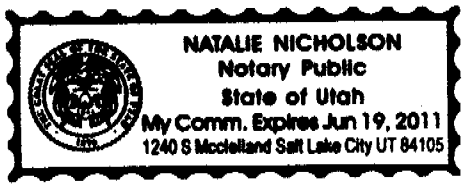




EXHIBIT A

To

RIGHT-OF-WAY AND EASEMENT

[See attached five (5) pages constituting Exhibit A]

TRACT NO. UT-T0-081.3			
OWNER	STATION TO STATION	FEET - RODS	PERMANENT EASEMENT 0.199 ACRES
STAN LAND COMPANY LLC. 05-034-0-0074	0+00.00 - 4+33.25	433.25 - 26.26	TEMPORARY WORK SPACE 0.547 ACRES
	-	-	ADDITIONAL TEMPORARY WORK SPACE N/A ACRES

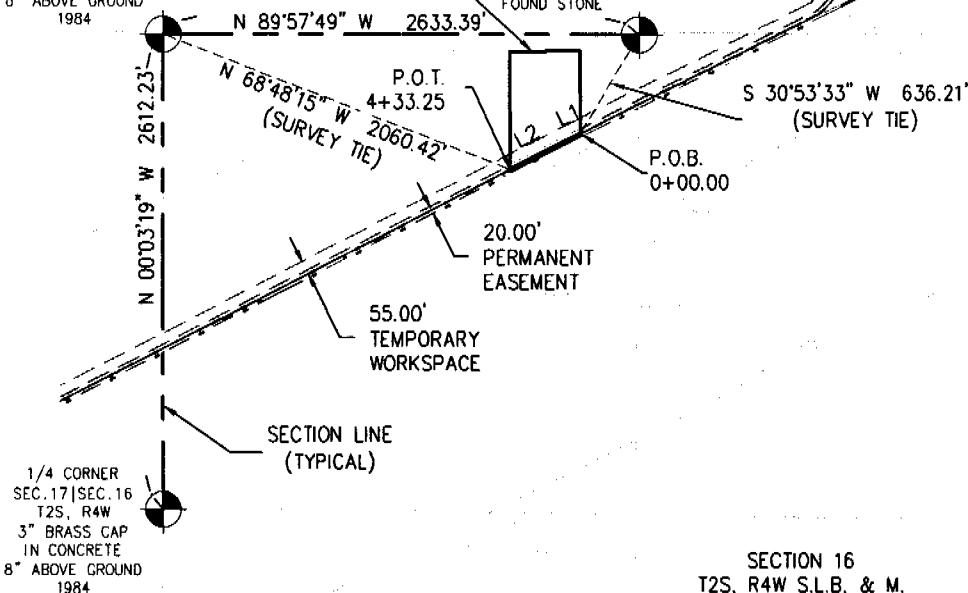
SECTION 9  
T2S, R4W S.L.B. & M.

STAN LAND COMPANY LLC.  
PROPERTY LINES AS DESCRIBED IN  
WARRANTY DEED  
RECORDED IN ENTRY# 306721

SECTION CORNER  
SEC. 8 | SEC. 9  
SEC. 17 | SEC. 16  
T2S, R4W  
3" BRASS CAP  
8" ABOVE GROUND  
1984

1/4 CORNER  
SEC. 9  
SEC. 16  
T2S, R4W  
FOUND STONE

9 10  
16 15



SECTION 16  
T2S, R4W S.L.B. & M.

LINE	BEARING	DISTANCE
L1	S 63°27'41" W	6.43'
L2	S 62°53'48" W	426.82'

**PERMANENT EASEMENT DESCRIPTION**

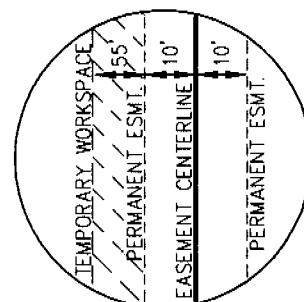
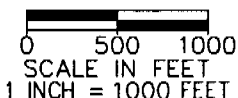
A 20.00 FOOT WIDE PERMANENT EASEMENT ACROSS A PARCEL OF LAND DESCRIBED IN WARRANTY DEED TO STAN LAND COMPANY LLC. AND RECORDED IN ENTRY# 306721 IN THE OFFICE OF THE TOOELE COUNTY RECORDER, LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 WEST OF THE S.L.B. & M., COUNTY OF 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:**

- 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.
- ALL BEARINGS AND DISTANCES SHOWN HEREON ARE BASED UPON UTM 12, NAD 83 GRID.
- 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



EASEMENT DETAIL  
N.T.S.



EXHIBIT A  
STAN LAND COMPANY LLC.  
05-034-0-0074  
SECTION 16, TOWNSHIP 2 SOUTH,  
RANGE 4 WEST OF THE S.L.B. & M.

DRAWN BY: BLB

DATE: 07/14/09

SHEET: 1 OF 1

TOOELE COUNTY, UTAH



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

DRAWING NUMBER

UT-T0-081.3



TRACT NO. UT-T0-081.2			
OWNER	STATION TO STATION	FEET - RODS	PERMANENT EASEMENT 0.457 ACRES
STAN LAND COMPANY LLC. 05-034-0-0020	0+00.00 - 9+95.26	995.26 - 60.32	TEMPORARY WORK SPACE 1.257 ACRES
			ADDITIONAL TEMPORARY WORK SPACE N/A ACRES

SECTION 9  
T2S, R4W S.L.B. & M.

STAN LAND COMPANY LLC.  
PROPERTY LINES AS DESCRIBED IN  
WARRANTY DEED  
RECORDED IN ENTRY# 306722

SECTION CORNER  
SEC. 8 | SEC. 9  
SEC. 17 | SEC. 16  
T2S, R4W  
3" BRASS CAP  
8" ABOVE GROUND  
1984

N 89°41'51" W 758.51'  
(SURVEY TIE)

1/4 CORNER  
SEC. 9  
SEC. 16  
T2S, R4W  
FOUND STONE

SEE SHEET  
2 OF 2 FOR  
DETAIL

N 89°57'49" W 2633.39'

N 30°53'33" E 636.21'  
(SURVEY TIE)



P.O.B.  
0+00.00

20.00'  
PERMANENT  
EASEMENT

P.O.T.  
9+95.26

55.00'  
TEMPORARY  
WORKSPACE

SECTION LINE  
(TYPICAL)

1/4 CORNER  
SEC. 17 | SEC. 16  
T2S, R4W  
3" BRASS CAP  
IN CONCRETE  
8" ABOVE GROUND  
1984

SECTION 16  
T2S, R4W S.L.B. & M.

**PERMANENT EASEMENT DESCRIPTION**

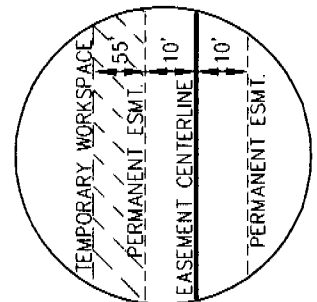
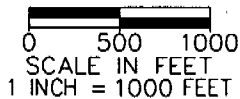
A 20.00 FOOT WIDE PERMANENT EASEMENT ACROSS A PARCEL OF LAND DESCRIBED IN WARRANTY DEED TO STAN LAND COMPANY LLC. AND RECORDED IN ENTRY# 306722 IN THE OFFICE OF THE TOOELE COUNTY RECORDER, LOCATED IN THE NORTH ONE-HALF OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 WEST OF THE S.L.B. & M., COUNTY OF TOOELE, 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.

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**LEGEND**

- MONUMENT FOUND AS DESCRIBED
- CALCULATED CORNER POSITION
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINUS
- FOUND FENCE CORNER



EASEMENT DETAIL  
N.T.S.



EXHIBIT A  
STAN LAND COMPANY LLC.

05-034-0-0020  
SECTION 16, TOWNSHIP 2 SOUTH,  
RANGE 4 WEST OF THE S.L.B. & M.

DRAWN BY: BLB      REV: 07/14/08      DATE: 07/20/08  
SHEET: 1 OF 2      TOOELE COUNTY, UTAH

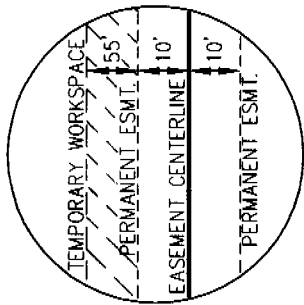
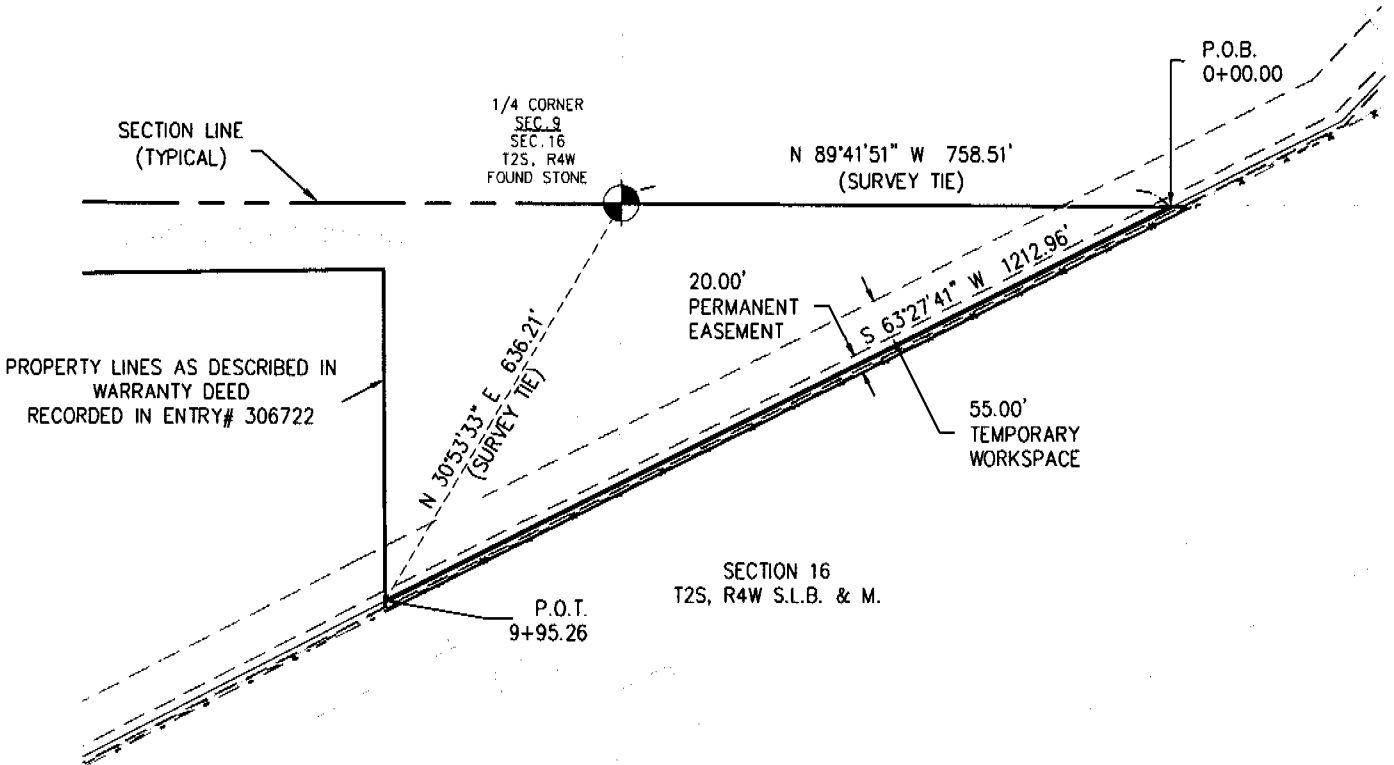


34 VAN GORDON ST., STE. 200,  
LAKEWOOD, CO 80228  
303-296-9845

DRAWING NUMBER  
UT-T0-081.2

TRACT NO. UT-TO-081.2			
OWNER	STATION TO STATION	FEET - RODS	PERMANENT EASEMENT
STAN LAND COMPANY LLC. 05-034-0-0020	0+00.00 - 9+95.26	995.26 - 60.32	0.457 ACRES
	-	-	1.257 ACRES
	-	-	N/A ACRES

SECTION 9  
T2S, R4W S.L.B. & M.



- LEGEND**
- MONUMENT FOUND AS DESCRIBED
  - CALCULATED CORNER POSITION
  - P.O.B. POINT OF BEGINNING
  - P.O.T. POINT OF TERMINUS
  - FOUND FENCE CORNER

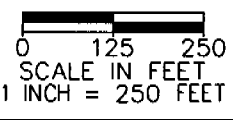


EXHIBIT A STAN LAND COMPANY LLC. 05-034-0-0020 SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 WEST OF THE S.L.B. & M.		
DRAWN BY: BLB	REV: 07/14/09	DATE: 07/20/08
SHEET: 2 OF 2		TOOELE COUNTY, UTAH
34 VAN GORDON ST., STE. 200, LAKEWOOD, CO 80228 303-296-9645		DRAWING NUMBER UT-TO-081.2

TRACT NO. UT-TO-081.1			
OWNER	STATION TO STATION	FEET - RODS	PERMANENT EASEMENT
STAN LAND COMPANY LLC. 05-027-0-0004	0+00.00 ~ 3+84.52	384.52 ~ 23.30	0.177 ACRES
	-	-	TEMPORARY WORK SPACE 0.567 ACRES
	-	-	ADDITIONAL TEMPORARY WORK SPACE 0.121 ACRES

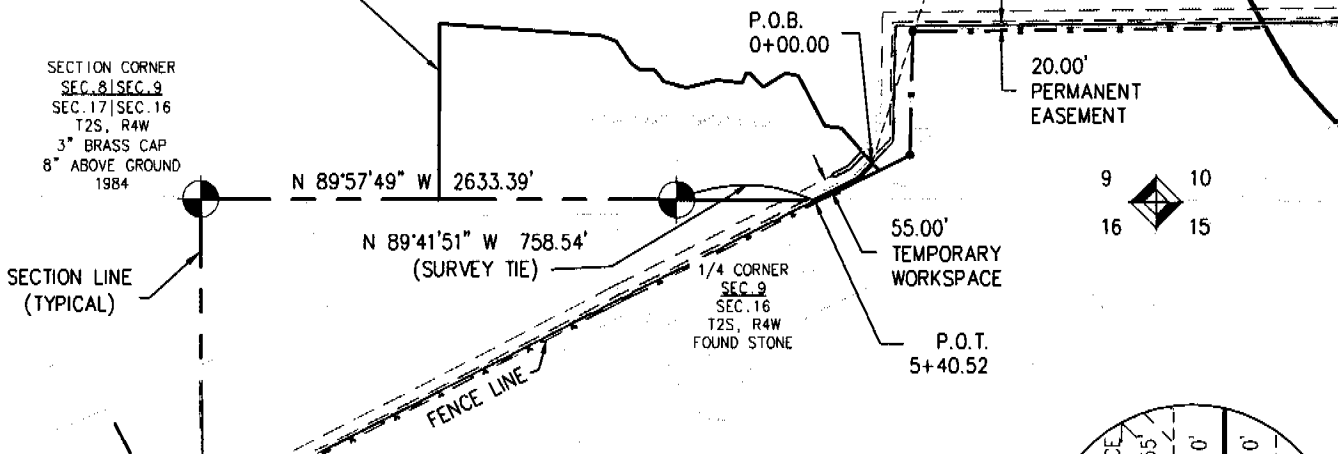
SECTION CORNER  
SEC. 4 | SEC. 3  
SEC. 9 | SEC. 10  
T2S, R4W  
2.5" BRASS CAP  
IN CENTER OF ROAD  
1983



SECTION 9  
T2S, R4W S.L.B. & M.

PROPERTY LINES AS DESCRIBED IN  
WARRANTY DEED  
RECORDED IN ENTRY# 306722

SEE SHEET  
2 OF 2 FOR  
DETAIL



**PERMANENT EASEMENT DESCRIPTION**

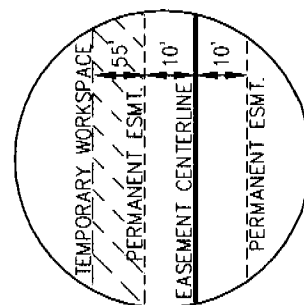
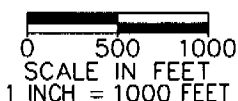
A 20.00 FOOT WIDE PERMANENT EASEMENT ACROSS A PARCEL OF LAND DESCRIBED IN QUIT- CLAIM DEED TO STAN LAND COMPANY LLC. AND RECORDED IN ENTRY# 306722 IN THE OFFICE OF THE TOOELE COUNTY RECORDER, LOCATED IN THE SOUTH ONE-HALF OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 WEST OF THE S.L.B.& M., COUNTY OF TOOELE, 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.

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**LEGEND**

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- P.O.T. POINT OF TERMINUS
- FOUND FENCE CORNER

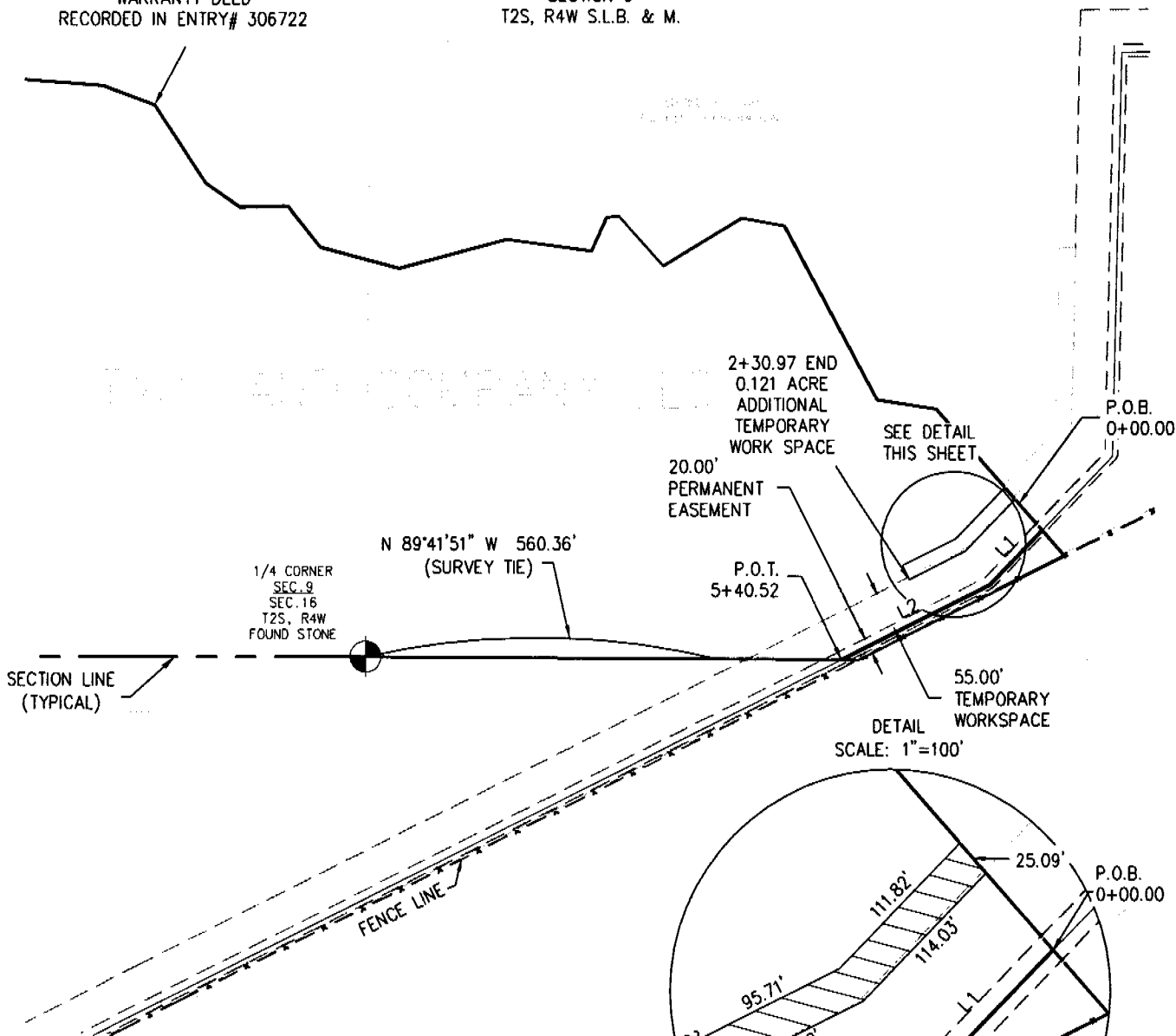


<b>EXHIBIT A</b> <b>STAN LAND COMPANY LLC.</b> 05-027-0-0004 SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 WEST OF THE S.L.B. & M.		
DRAWN BY: BLB	REV: 07/14/09	DATE: 07/20/08
SHEET: 1 OF 2	TOOELE COUNTY, UTAH	
34 VAN GORDON ST., STE. 200, LAKEWOOD, CO 80228 303-296-9645	DRAWING NUMBER UT-TO-081.1	

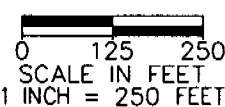
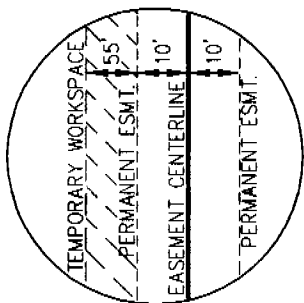
TRACT NO. UT-TO-081.1			
OWNER	STATION TO STATION	FEET - RODS	PERMANENT EASEMENT
STAN LAND COMPANY LLC. 05-027-0-0004	0+00.00 - 3+84.52	384.52 - 23.30	0.177 ACRES
	-	-	TEMPORARY WORK SPACE 0.567 ACRES
	-	-	ADDITIONAL TEMPORARY WORK SPACE 0.121 ACRES

PROPERTY LINES AS DESCRIBED IN  
WARRANTY DEED  
RECORDED IN ENTRY# 306722

SECTION 9  
T2S, R4W S.L.B. & M.



LINE	BEARING	DISTANCE
L1	S 43°57'54" W	119.80'
L2	S 63°27'41" W	264.72'



- LEGEND**
- MONUMENT FOUND AS DESCRIBED
  - CALCULATED CORNER POSITION
  - P.O.B. POINT OF BEGINNING
  - P.O.T. POINT OF TERMINUS
  - FOUND FENCE CORNER

**EXHIBIT A**  
**STAN LAND COMPANY LLC.**  
**05-027-0-0004**  
SECTION 9, TOWNSHIP 2 SOUTH,  
RANGE 4 WEST OF THE S.L.B. & M.

DRAWN BY: BLB	REV: 11/18/08	DATE: 07/20/08
SHEET: 2 OF 2		TOOELE COUNTY, UTAH
34 VAN GORDON ST., STE. 200, LAKEWOOD, CO 80228 303-296-9645		DRAWING NUMBER UT-TO-081.1