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AFTER RECORDING PLEASE RETURN TO:

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

00581983

B: 1151 P: 1437 Fee \$32.00
Patsy Cutler, Iron County Recorder Page 1 of 6
12/17/2008 02:50:44 PM By UNEV PIPELINE L L C

Line/Project: UNEV
Tract No.: UT-IR-327
Parcel No. : E-0022-0001-0000

RIGHT-OF-WAY AND EASEMENT

THE STATE OF UTAH

COUNTY OF IRON

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 Iron County, Utah (the "Grantor's Property"):

A portion of the South 1/2 of Section 30, Township 31 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 Iron County, Utah, Recorder.

Grantor further grants to Grantee:

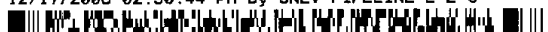
- (a) the right to use such portion of said lands adjacent to and along side tract as may be reasonably necessary in connection with the installation, repair, replacement and removal of the above ground appurtenances, or any other facilities:
- (b) the right of ingress to and egress from said tract over 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.

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- (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, representors, 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: [Signature]
Its: General Manager

GRANTEE:

UNEV Pipeline, LLC

By: [Signature]
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 Potter

Its: General Manager

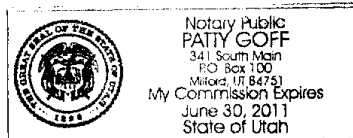
Corporate Acknowledgement

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 Goff
Notary Public in and for Beaver County
State of Utah
My Commission Expires 10-30-2011



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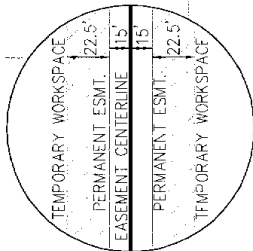
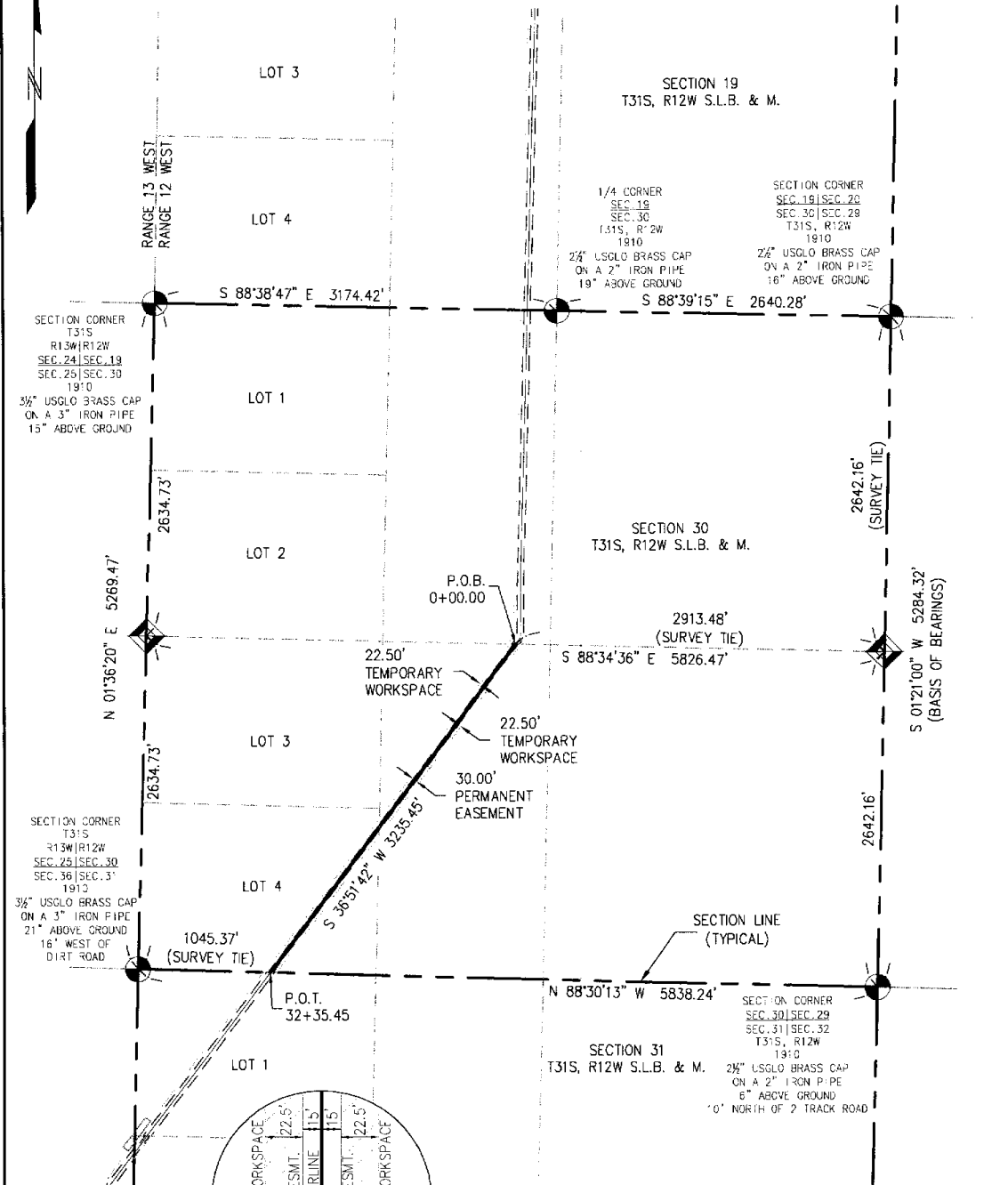


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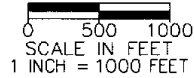
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TRACT NO. UT-IR-327			
OWNER	STATION TO STATION	FEET - RODS	PERMANENT EASEMENT
CIRCLE FOUR LLC	0+00.00 - 32+35.45	3235.45 - 196.09	2.228 ACRES
			TEMPORARY WORK SPACE
			3.342 ACRES
			ADDITIONAL TEMPORARY WORK SPACE
			N/A ACRES



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



SEE ATTACHED CENTERLINE DESCRIPTION WHICH BY THIS REFERENCE IS MADE PART HEREOF.





EXHIBIT A
CIRCLE FOUR LLC.

SECTION 30, TOWNSHIP 31 SOUTH
 RANGE 12 WEST OF THE S.L.B. & M.

DRAWN BY: BLB	DATE: 07/29/08
SHEET: 1 OF 2	IRON COUNTY, UTAH
	DRAWING NUMBER UT-IR-327

DESCRIPTION:

THE CENTERLINE OF A 30.00 FOOT WIDE EASEMENT LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 30, TOWNSHIP 31 SOUTH, RANGE 12 WEST OF THE SALT LAKE BASE & MERIDIAN, COUNTY OF IRON, STATE OF UTAH, SAID 30.00 FOOT WIDE EASEMENT, BEING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE NORTH LINE OF THE OF SAID SOUTHWEST ONE-QUARTER OF SECTION 30, FROM WHICH THE NORTHEAST CORNER OF SECTION 30 BEARS NORTH 88°34'36" EAST A DISTANCE OF 2913.48 FEET AND NORTH 01°21'00" EAST A DISTANCE OF 2642.16 FEET;

THENCE SOUTH 36°51'42" WEST A DISTANCE OF 3235.45 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST ONE-QUARTER OF SECTION 30 AND THE **POINT OF TERMINUS**, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 30, BEARS NORTH 88°30'13" WEST A DISTANCE OF 1045.37 FEET.

THE SIDE LINES OF THIS EASEMENT ARE LENGTHENED OR SHORTENED TO TERMINATE AT SAID NORTH AND SOUTH LINES OF THE SOUTHWEST ONE-QUARTER OF SECTION 30.

THE ABOVE DESCRIBED EASEMENT CONTAINS 2.228 ACRES OF LAND, MORE OR LESS.

THE TOTAL LENGTH OF THE ABOVE DESCRIBED CENTERLINE IS 3235.45 FEET (196.09 RODS).

THE BASIS OF BEARINGS IS THE EAST LINE OF THE OF SECTION 30, TOWNSHIP 31 SOUTH, RANGE 12 WEST OF THE SALT LAKE BASE & MERIDIAN, COUNTY OF IRON, STATE OF UTAH, BASED ON GPS OBSERVATIONS AND PROJECTED TO UTM ZONE 12 NORTH, NAD 83 (GRID) WHICH BEARS SOUTH 01°21'00" WEST AND IS MONUMENTED ON THE NORTH AND SOUTH ENDS BY AN 2 1/2" USLGO BRASS CAP AS SHOWN HEREON.

NARRATIVE:

THE PURPOSE OF THE SURVEY IS TO LOCATE AND DESCRIBE AN EASEMENT ALONG A PIPELINE-CENTERLINE THROUGH THE PARCEL OF LAND SHOWN ON THIS PLAT.

I, MARK A. MILLER, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF UTAH HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF ON THE DATE OF MY SIGNATURE, THIS EXHIBIT ACCURATELY REPRESENTS THE FACTS FOUND AT THE TIME OF A SURVEY MADE UNDER MY DIRECT SUPERVISION.



MARK A. MILLER, REGISTRATION No. 5048189-2201
FOR AND ON BEHALF OF
CH2M HILL TRIGON, INC

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NOTES:

1. THIS EXHIBIT A 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 AND OR AGREEMENTS OF RECORD.

2. ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES.

SEE ATTACHED EXHIBIT WHICH BY THIS REFERENCE IS MADE PART HEREOF.

EXHIBIT A CIRCLE FOUR LLC.	
DRAWN BY: BLB	DATE: 07/29/08
SHEET: 2 OF 2	IRON COUNTY, UTAH
CH2MHILL TRIGON EPC	54 VAN GORDON ST., STE. 200, LAKEWOOD, CO 80226 303-296-9645
	DRAWING NUMBER UT-IR-327