

0075

C/015/018 Incoming  
cc: Karl  
MOU File



1407 W. North Temple, Suite 310  
Salt Lake City, UT 84116

December 8, 2008

Daron Haddock  
Permit Supervisor  
**Division of Oil, Gas & Mining**  
**Utah Department of Natural Resources**  
1594 West North Temple - Suite 1210  
P.O. Box 145801  
Salt Lake City, Utah 84114-145801

***RE: Memorandum of Understanding between PacifiCorp, XTO Energy, Utah Division of Oil, Gas & Mining and SITLA for the Purpose of Allocating Joint Responsibilities in Connection with Certain Lands Near the Deer Creek Coal Mine, Emery County, Utah***

Dear Mr. Haddock:

After a collaborative effort between all of the parties to the referenced Memorandum of Understanding (MOU), we have now secured signatures from all of the parties to the agreement. Enclosed is one original of the referenced MOU for your files.

We sincerely appreciated the cooperation of all parties with this effort. Should you have any questions, please feel free to contact me at 801-220-4612. Thanks again.

Sincerely,

Scott M. Child  
Manager, Lands & Regulatory Affairs

Enclosure

SMC\EnergyWest\DOGM 2008-02(MOU).doc

**RECEIVED**

**DEC 11 2008**

**DIV. OF OIL, GAS & MINING**

**MEMORANDUM OF UNDERSTANDING (“MOU”) BETWEEN  
PACIFICORP  
XTO ENERGY (“XTO”)  
STATE OF UTAH, DIVISION OF OIL GAS AND MINING (“Division”)  
AND  
SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION (“SITLA”)  
FOR THE PURPOSE OF ALLOCATING RESPONSIBILITIES IN CONNECTION  
WITH JOINT OPERATIONS ON CERTAIN LANDS IN EMERY COUNTY UTAH**

**I. BACKGROUND/PURPOSE**

PacifiCorp is conducting coal mining and reclamation operations on certain lands in Emery County, Utah pursuant to a coal mining permit issued by the Division identified as C/015/0018 (Deer Creek Mine) within the bounds of a mine permit area shown in part on Map 1 and Exhibit A attached hereto and by this reference made a part hereof. PacifiCorp conducts those operations on its own fee lands in Section 1, Township 17 South, Range 7 East, SLB&M, and under the terms of a “Special Use Lease Agreement, No. 1382” issued by SITLA effective as of December 9, 2002 covering lands in Section 2: SE1/4, Township 17 South, Range 7 East, SLB&M.

XTO is the owner of operating rights under “Oil Gas and Hydrocarbon Lease” ML - 48003 issued by SITLA covering lands in Section 2: SE1/4, Township 17 South, Range 7 East, SLB&M, among other lands.

Under the terms of the approved Deer Creek Mine permit, PacifiCorp can be held responsible for all coal mining and reclamation operations conducted within the boundaries of its “permit area” as identified in the permit issued by the Division. XTO has the legal authority under Lease ML - 48003 and a License Agreement issued by PacifiCorp to conduct oil and gas related operations on the surface of lands within PacifiCorp’s permit area.

XTO and PacifiCorp agree that each should be responsible for its own actions and that neither should be held responsible for the actions of the other. The Division has authority over the conduct of both oil and gas operations and coal operations pursuant to existing law and regulations. SITLA has responsibility as the owner/lessor under ML - 48003 and SULA No. 1382.

The parties are entering into this MOU to confirm the responsibilities of the various parties and to ensure that each of XTO and PacifiCorp are authorized to conduct their operations in accordance with their existing rights while both the Division and SITLA exercise their statutory and regulatory obligations with regard to the protection of resources.

**II. AUTHORITIES**

This MOU is entered into under the following authorities:

**PacifiCorp:**

Fee ownership of lands.  
SULA No. 1382  
Permit No. C/015/0018

**XTO:**

ML - 48003  
PacifiCorp License Agreement

**Division:**

Oil and Gas Operations – UCA Title 40, Chapter 6.  
Coal Operations – UCA Title 40, Chapter 10.

**SITLA:**

UCA Title 53C, Chapter 2, Part 4 and Chapter 4.

**III. AREAS OF COOPERATION**

**A. XTO Responsibilities**

1. XTO will conduct its activities in such a way that any existing and future operations of PacifiCorp are not unreasonably interfered with by the operations of XTO.
2. XTO agrees that if XTO, its agents, contractors or employees cause any damage to any property of PacifiCorp, or cause PacifiCorp to incur any additional expense because of XTO's activities, including, but not limited to, impacts to existing and future structures and facilities and the delivery of coal to PacifiCorp's Huntington Power Plant, XTO shall repair the damage and/or compensate PacifiCorp (or any third party owners) for the reasonable value of any property so damaged and will reimburse PacifiCorp for all reasonable costs incurred in connection with such activities. XTO further agrees to indemnify and save PacifiCorp harmless from any claims that may be asserted against PacifiCorp that arise by reason of the operations undertaken within the permit area by XTO. This indemnification shall include, but not be limited to, any and all reasonable costs incurred by PacifiCorp in connection with enforcement actions taken by the Division or the Office of Surface Mining Reclamation and Enforcement under State and Federal surface mining laws.
3. Prior to conducting any activities within the permit area, XTO will provide PacifiCorp with no less than thirty (30) days written notice of the proposed activity at the address provided below. In response to said notice, PacifiCorp will review the proposed activity and provide XTO with a written response no more than thirty (30) days following receipt of the notice at the address provided below. In the event PacifiCorp identifies issues related to the activity that would unreasonably interfere with the operations of PacifiCorp within the permit area, or if PacifiCorp in good faith believes such activities will cause PacifiCorp to be in violation of law, it will so notify XTO. If any activity requires action

by the Division, PacifiCorp agrees to cooperate in identifying potential impacts to the permit area and to provide guidance in connection with the permitting of the XTO activities by the Division's oil and gas program. All reasonable activities required to be undertaken by PacifiCorp in response to a proposed XTO activity shall be at XTO's expense and the fees paid to PacifiCorp will reflect the fees paid to competent third party consultants for the same or similar services. XTO and PacifiCorp agree that any dispute which they cannot mutually resolve with respect to such activities will be referred to the applicable governmental agency or agencies having authority over the permit area under State and Federal laws for resolution.

4. If any of the activities of XTO related to access and/or development of ML - 48003 unreasonably interfere with or impede the coal mining activities of PacifiCorp, then PacifiCorp and XTO shall agree upon a mutually acceptable location at which to relocate such activities to a point where such interference does not exist.

5. If any activities of XTO unreasonably interfere with the existing or potential operations of PacifiCorp, or otherwise cause PacifiCorp to be in violation of any law, rule or order applicable to PacifiCorp, XTO shall only proceed with such activities under a plan of operations whereby PacifiCorp is given reasonable assurance that all past and future activities of XTO will be in accordance with such laws, rules and orders as may be applicable to PacifiCorp, and XTO will take such action as may be necessary at its own expense to cause PacifiCorp to be in compliance with any such law, rule or order.

6. After XTO activity has been permitted in accordance with the preceding paragraphs and not less than twenty-four (24) hours before conducting any surface disturbing activities within the permit area, XTO will provide verbal notice to PacifiCorp at the address specified below of its intent to commence the activity:

Written and verbal notices for PacifiCorp shall be provided to:

Deer Creek Mine Manager  
Energy West Mining Company  
15 North Main Street  
P.O. Box 310  
Huntington, Utah 84528  
Phone: 435-687-2317  
Fax: 435-687-2695

With notice to:

Kenneth S. Fleck, Geology and Environmental Affairs Manager  
Energy West Mining Company  
15 North Main Street  
P.O. Box 310  
Huntington, Utah 84528  
Phone: 435-687-4712  
Fax: 435-687-2695

Written and verbal notices for XTO shall be provided to:

XTO Energy Inc.  
P.O. Box 618  
Orangeville, UT 84537  
Attn: Ray Trujillo  
Office: (435) 748-5395  
Cell: (435) 749-2301

**B. PacifiCorp Responsibilities**

1. PacifiCorp agrees that it will not unreasonably interfere with the exercise by XTO of any rights XTO has obtained from underlying property owners and that PacifiCorp will allow XTO the unimpeded and unobstructed access across any portion of the permit area for the purpose of conducting its operations so long as such operations do not unreasonably interfere with the operations of PacifiCorp and are in compliance with existing law and regulations.
2. Upon receipt of notice from XTO of proposed surface disturbing activities within PacifiCorp's permit area as provided above, PacifiCorp will notify the Division of the activities proposed by XTO and the potential impact on existing permitted activities within the permit area. To the extent that the Division determines that the activities proposed by XTO are within the scope of activities that are currently permitted no further action will be taken by PacifiCorp.
3. If the Division determines that the activities proposed by XTO within the permit area require modification of its permit by PacifiCorp prior to any activity by XTO, PacifiCorp shall so notify XTO and XTO and PacifiCorp shall both promptly meet with the Division to determine a course of action that will expedite the permitting process to allow XTO to exercise its rights and develop the oil and gas resource.

**C. Division Responsibilities**

1. Upon receipt of notification from PacifiCorp and/or XTO that XTO intends to conduct surface disturbing activities within the PacifiCorp permit area under authority of its oil and gas rights the coal program and the oil and gas program of the Division shall communicate to determine the appropriate action of the Division in order to expedite the processing of the permits required to be issued by the Division.
2. To the extent allowed by law, the Division shall not hold PacifiCorp responsible for the activities of XTO within the PacifiCorp permit area. Specifically, the Division's oil and gas program will not authorize XTO activities within the PacifiCorp permit area until the Division's coal program is satisfied that PacifiCorp will not be held responsible for XTO's activities.

3. In the event the Division's coal program determines that the activities proposed by XTO within the PacifiCorp permit area will require a modification to the PacifiCorp permit or a change in post mining land use under the PacifiCorp permit, the Division will work with both XTO and PacifiCorp to insure that the required approval process is expedited to the extent possible to allow the conduct of the proposed XTO activities.

4. The Division will not issue a notice of violation to PacifiCorp under the coal program for activities conducted by XTO within PacifiCorp's permit area that have been authorized by the oil and gas program of the Division.

**D. SITLA Responsibilities**

1. SITLA will not exercise its rights as owner of the lands subject to ML – 48003 so as to impair the performance of the Division's requirements concerning the protection of resources within the Division's jurisdiction..

2. SITLA will not act to impair the respective rights of PacifiCorp under SULA No. 1382 and XTO under ML – 48003 as those rights are provided for within the respective documents.

3. SITLA will not unreasonably refuse to exercise its discretion to approve requests by the other parties to this MOU concerning those matters which may arise which require its approval.

**IV. ADMINISTRATIVE AND LEGAL PROVISIONS**

**A. Modifications**

Modifications to this MOU may be proposed by PacifiCorp, XTO, SITLA and the Division and shall become effective upon the written approval by all parties.

**B. Termination**

Any party may terminate their participation in this MOU after thirty (30) days written notice to the other parties of their intention to do so.

**C. Effective Date**

This MOU will become effective when it is signed by all parties. The MOU will remain in effect until the PacifiCorp permit is terminated or the area of XTO activities within the present permit area have been deleted from the PacifiCorp permit area.

**D. Limitations**

Nothing in this MOU will be construed as limiting or affecting in any way the authority or responsibility of the Division or SITLA or be binding on the Division or SITLA to perform beyond their authority.

**V. SIGNATURES**

PACIFICORP

By: [Signature]  
Its: President

Date 10/20/08

XTO ENERGY

By: [Signature]  
**Edwin S. Ryan, Jr.**  
**Sr. VP-Land Administration**

Date 11/17/08

STATE OF UTAH, DIVISION OF OIL GAS AND MINING

By: [Signature]  
Its: Director

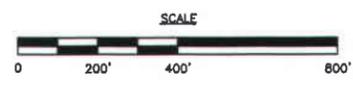
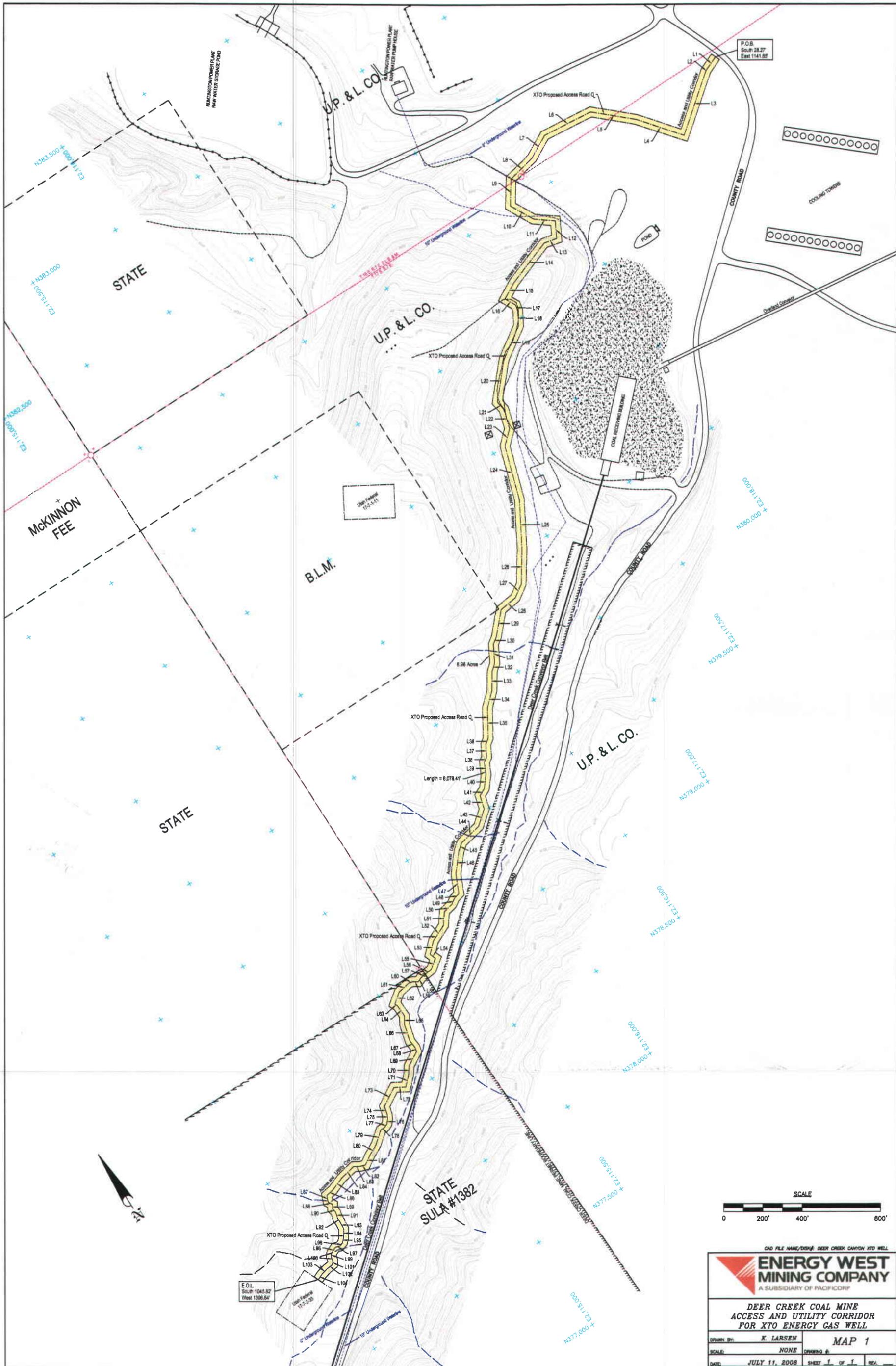
Date 9/22/08

STATE OF UTAH SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION

By: [Signature]  
Its: Asst Director/Oil & Gas

Date 9-18-08

Approved as to Form  
Mark L. Shurtliff  
ATTORNEY GENERAL  
By: [Signature]



CADD FILE NAME/DRAWN: DEER CREEK CANYON XTO WELL

**ENERGY WEST MINING COMPANY**  
A SUBSIDIARY OF PACIFICORP

**DEER CREEK COAL MINE  
ACCESS AND UTILITY CORRIDOR  
FOR XTO ENERGY GAS WELL**

DRAWN BY: <b>K. LARSEN</b>	MAP 1
SCALE: <b>NONE</b>	DRAWING #:
DATE: <b>JULY 11, 2008</b>	SHEET <b>1</b> OF <b>1</b> REV.

E.O.L.  
South 1045.82'  
West 1306.84'

Use Feature  
17-0-2-20

STATE  
SULA #1382

McKINNON  
FEE

STATE

U.P. & L. CO.

B.L.M.

U.P. & L. CO.

Length = 8,078.41'

6.98 Acres

P.O.B.  
South 28.27'  
East 1141.85'

N383,500 +  
E2115,095 +  
E2115,123

N383,000 +  
E2115,095 +  
E2115,123

N382,500 +  
E2115,095 +  
E2115,123

N380,000 +  
E2116,000 +  
E2116,000

N379,500 +  
E2117,500 +  
E2117,500

N378,000 +  
E2117,000 +  
E2117,000

N376,500 +  
E2116,500 +  
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E2115,500

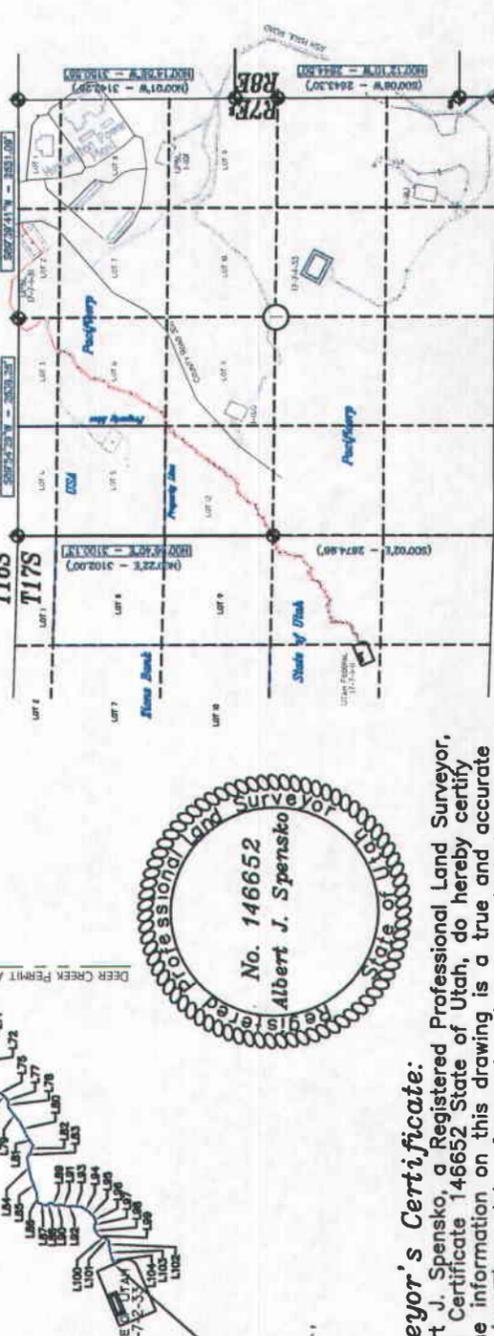
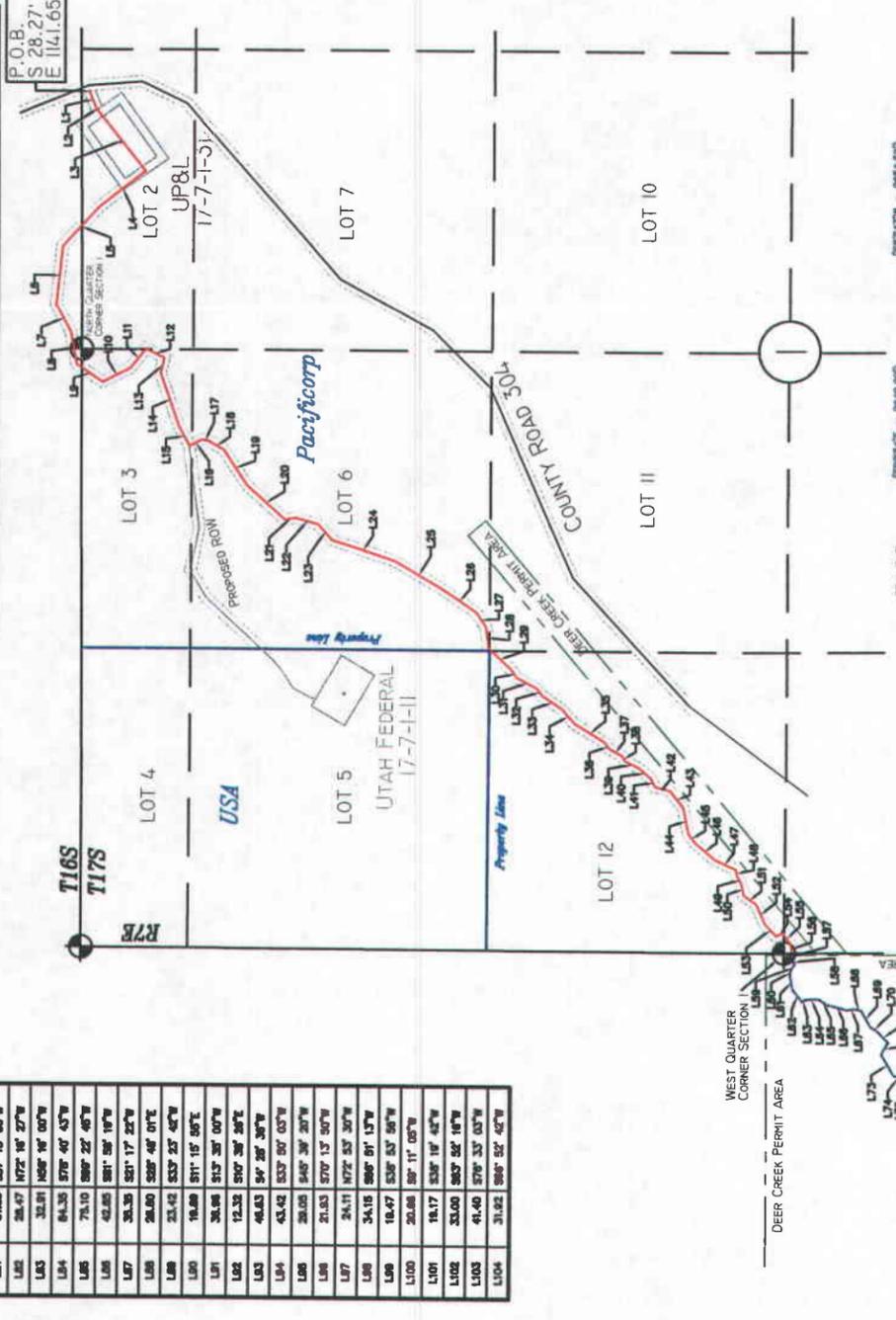
N372,000 +  
E2115,000 +  
E2115,000

LINE #	LENGTH	BEARING
L1	70.78	S87°07'57"W
L2	11.48	S87°07'57"W
L3	343.38	S81°30'24"W
L4	288.08	N07°33'35"W
L5	239.08	N47°25'27"W
L6	282.41	N83°54'07"W
L7	104.32	S81°30'24"W
L8	148.38	S79°22'31"W
L9	138.88	S34°14'56"W
L10	139.58	S79°22'31"W
L11	110.51	S82°05'47"E
L12	67.82	N79°16'55"W
L13	67.82	N79°16'55"W
L14	280.78	S79°44'38"W
L15	97.73	S81°30'24"W
L16	60.78	S77°41'10"E
L17	31.87	S11°07'00"W
L18	77.82	S39°52'56"W
L19	188.88	S87°31'24"W
L20	281.48	S41°50'07"W
L21	47.18	S10°01'15"E
L22	91.84	S40°05'54"W
L23	153.88	S27°07'47"W
L24	254.77	S29°59'07"W
L25	178.08	S34°14'56"W
L26	78.31	S87°45'18"W
L27	64.73	S82°50'32"W
L28	128.83	S42°54'02"W
L29	48.78	S87°33'47"W
L30	68.34	S87°07'07"W
L31	68.34	S87°07'07"W
L32	41.58	S81°10'28"W
L33	101.11	S37°40'30"W
L34	68.34	S48°04'01"W
L35	168.38	S31°33'28"W
L36	34.17	S84°33'07"W
L37	63.84	S29°01'22"W
L38	27.88	S87°38'20"W
L39	64.88	S57°44'01"W
L40	72.88	S37°47'01"W

LINE #	LENGTH	BEARING
L41	41.18	S87°07'57"W
L42	11.48	S87°07'57"W
L43	343.38	S81°30'24"W
L44	288.08	N07°33'35"W
L45	239.08	N47°25'27"W
L46	282.41	N83°54'07"W
L47	104.32	S81°30'24"W
L48	148.38	S79°22'31"W
L49	138.88	S34°14'56"W
L50	139.58	S79°22'31"W
L51	110.51	S82°05'47"E
L52	67.82	N79°16'55"W
L53	67.82	N79°16'55"W
L54	280.78	S79°44'38"W
L55	97.73	S81°30'24"W
L56	60.78	S77°41'10"E
L57	31.87	S11°07'00"W
L58	77.82	S39°52'56"W
L59	188.88	S87°31'24"W
L60	281.48	S41°50'07"W
L61	47.18	S10°01'15"E
L62	91.84	S40°05'54"W
L63	153.88	S27°07'47"W
L64	254.77	S29°59'07"W
L65	178.08	S34°14'56"W
L66	78.31	S87°45'18"W
L67	64.73	S82°50'32"W
L68	128.83	S42°54'02"W
L69	48.78	S87°33'47"W
L70	68.34	S87°07'07"W
L71	68.34	S87°07'07"W
L72	41.58	S81°10'28"W
L73	101.11	S37°40'30"W
L74	68.34	S48°04'01"W
L75	168.38	S31°33'28"W
L76	34.17	S84°33'07"W
L77	63.84	S29°01'22"W
L78	27.88	S87°38'20"W
L79	64.88	S57°44'01"W
L80	72.88	S37°47'01"W

LINE #	LENGTH	BEARING
L81	51.88	S77°15'07"W
L82	26.47	N72°16'27"W
L83	33.81	N85°16'00"W
L84	84.38	S79°40'43"W
L85	75.10	S89°22'46"W
L86	42.88	S81°17'22"W
L87	38.38	S81°17'22"W
L88	28.88	S89°48'07"E
L89	33.42	S37°23'45"W
L90	18.88	S11°15'55"E
L91	38.88	S17°38'00"W
L92	12.38	S107°38'30"E
L93	48.83	S47°28'30"W
L94	43.42	S37°07'03"W
L95	28.88	S40°38'30"W
L96	21.83	S79°15'00"W
L97	24.11	N72°53'30"W
L98	34.18	S89°01'17"W
L99	18.47	S38°58'18"W
L100	28.88	S87°11'00"W
L101	18.17	S38°18'48"W
L102	24.08	S12°54'46"W
L103	33.08	S87°52'18"W
L104	41.40	S79°33'03"W
L105	31.82	S86°52'42"W

THE FOLLOWING DESCRIBED RIGHT-OF-WAY IS LOCATED IN EMERY COUNTY STATE OF UTAH SECTION 36, T16S, R7E, S.L.B.8.M. SECTIONS 1 & 2, T17S, R7E, S.L.B.8.M.



**Talon Resources, Inc.**  
615 North 400 East  
P.O. Box 1230  
Huntington, Utah 84528  
Phone (435)687-5310  
Fax (435)687-5311

DATE:	BY:
5/7/08	NLB
6/10/08	NLB
6/25/08	NLB

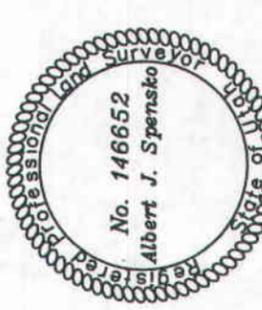
SECTION 36, T16S, R7E,  
SECTIONS 1 AND 2, T17S, R7E,  
EMERY COUNTY, UTAH, S.L.B.8.M.

DRAWN BY:	CHECKED BY:
J. STANSFIELD	LWJ / AJS
DRAWING:	DATE:
"EXHIBIT A"	02/18/08
JOB NUMBER:	SCALE:
3404	1" = 800'
SHEET	
1 OF 1	

Correction Corner	C.C.
Brass Cap (Found)	( )
GLO	( )
GPS Measured	( )

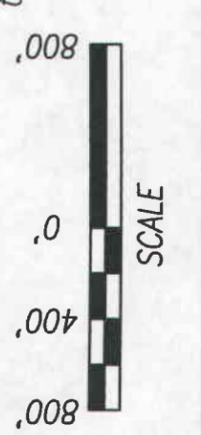
P.O.B. ACCESS AND UTILITY CORRIDOR  
A 50' R.O.W. LOCATED IN THE SW/4 OF THE SE/4 OF SECTION 36, T16S, R7E, S.L.B.8.M., EMERY COUNTY, UTAH AND LOTS 2, 3, 6, 11, AND 12, AND THE NW/4 OF THE SW/4 OF SECTION 1, AND THE E/2 OF THE SE/4 OF SECTION 2, T17S, R7E, S.L.B.8.M., EMERY COUNTY, UTAH, BEING 25' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING AT A POINT LOCATED MORE OR LESS ON THE WEST SIDE OF AN EXISTING XTO ENERGY R.O.W., SAID POINT BEING 28.27' SOUTH, AND 1141.65' EAST, FROM THE NORTH QUARTER CORNER OF SAID SECTION 1; THENCE RUNNING S68°07'51"W, 4.775 RODS (78.79'); THENCE S60°16'16"W, 0.695 RODS (11.46'); THENCE S51°36'24"W, 20.743 RODS (342.26'); THENCE N38°23'36"W, 15.642 RODS (258.09'); THENCE N47°25'27"W, 14.309 RODS (236.09'); THENCE N83°54'07"W, 15.904 RODS (262.41'); THENCE S61°36'41"W, 8.141 RODS (134.32'); THENCE S79°22'31"W, 8.993 RODS (148.38'); THENCE S34°14'56"W, 8.415 RODS (138.85'); THENCE S27°16'05"E, 8.276 RODS (136.56'); THENCE S52°25'41"E, 6.679 RODS (110.21'); THENCE S27°55'29"W, 5.501 RODS (90.76'); THENCE N76°17'55"W, 4.098 RODS (67.62'); THENCE S70°44'38"W, 15.199 RODS (250.79'); THENCE S61°36'54"W, 5.923 RODS (97.73'); THENCE S27°41'10"E, 3.684 RODS (60.79'); THENCE S11°00"W, 1.038 RODS (31.97'); THENCE S29°52'56"W, 4.716 RODS (77.82'); THENCE S56°31'24"W, 11.313 RODS (186.66'); THENCE S41°50'07"W, 13.424 RODS (221.49'); THENCE S10°01'15"E, 2.859 RODS (47.18'); THENCE S16°05'16"W, 6.345 RODS (104.70'); THENCE S48°05'54"W, 5.554 RODS (91.64'); THENCE S17°55'47"W, 17.209 RODS (283.95'); THENCE S29°59'01"W, 15.444 RODS (254.77'); THENCE S34°19'50"W, 10.610 RODS (175.06'); THENCE S56°45'19"W, 4.624 RODS (76.31'); THENCE S82°50'32"W, 5.741 RODS (94.73'); THENCE S42°54'02"W, 8.414 RODS (138.83'); THENCE S55°33'43"W, 2.467 RODS (40.70'); THENCE S28°40'00"W, 5.960 RODS (98.34'); THENCE S51°15'26"W, 2.521 RODS (41.59'); THENCE S33°40'32"W, 6.128 RODS (101.11'); THENCE S48°04'51"W, 5.418 RODS (89.39'); THENCE S31°33'25"W, 9.472 RODS (156.29'); THENCE S54°23'01"W, 2.071 RODS (34.17'); THENCE S29°01'22"W, 3.869 RODS (63.84'); THENCE S57°28'20"W, 1.678 RODS (27.68'); THENCE S25°44'51"W, 3.938 RODS (64.98'); THENCE S39°47'51"W, 4.405 RODS (72.69'); THENCE S65°20'23"W, 2.469 RODS (41.19'); THENCE S15°05'57"W, 4.259 RODS (70.28'); THENCE S51°03'27"W, 5.676 RODS (93.66'); THENCE S78°46'02"W, 7.204 RODS (118.86'); THENCE S52°01'07"W, 2.806 RODS (46.30'); THENCE S40°21'17"W, 7.131 RODS (117.66'); THENCE S24°16'10"W, 6.063 RODS (100.04'); THENCE S75°01'39"W, 2.118 RODS (34.94'); THENCE S56°21'06"W, 1.911 RODS (31.53'); THENCE S78°52'11"W, 3.274 RODS (54.03'); THENCE S36°15'36"W, 4.230 RODS (69.79'); THENCE S65°59'10"W, 5.790 RODS (95.54'); THENCE S46°16'37"W, 4.271 RODS (70.47'); THENCE S20°37'49"E, 2.012 RODS (33.19'); THENCE S54°01'02"W, 3.614 RODS (59.63'); THENCE S83°11'23"W, 2.442 RODS (40.30'); MORE OR LESS TO THE EDGE OF XTO ENERGY PROPERTY, SAID POINT BEING S00°02'E ALONG THE WEST SECTION LINE, 34.63', FROM THE WEST QUARTER CORNER OF SECTION 1; THENCE S83°11'23"W, 1.564 RODS (25.81'); THENCE S69°09'51"W, 1.599 RODS (26.38'); THENCE N56°31'52"W, 1.742 RODS (28.74'); THENCE N75°44'10"W, 1.199 RODS (19.78'); THENCE S80°10'45"W, 4.117 RODS (67.93'); THENCE S52°41'57"W, 3.990 RODS (65.84'); THENCE S26°40'46"E, 0.923 RODS (15.23'); THENCE S01°47'19"E, 3.759 RODS (62.03'); THENCE S31°49'16"W, 2.808 RODS (46.33'); THENCE S14°40'55"W, 5.354 RODS (88.34'); THENCE S05°53'23"E, 2.417 RODS (39.88'); THENCE S12°54'49"W, 1.460 RODS (24.09'); THENCE S60°34'21"W, 5.033 RODS (83.04'); THENCE S34°55'05"W, 2.531 RODS (41.76'); THENCE S45°55'16"W, 3.986 RODS (65.77'); THENCE N59°02'45"W, 3.672 RODS (60.58'); THENCE S59°29'30"W, 6.633 RODS (109.44'); THENCE S14°44'48"W, 2.725 RODS (44.97'); THENCE S27°37'33"W, 1.364 RODS (22.51'); THENCE S41°40'34"W, 1.553 RODS (25.62'); THENCE S65°13'22"W, 1.267 RODS (20.91'); THENCE S89°11'45"W, 1.425 RODS (23.51'); THENCE S51°06'29"W, 4.923 RODS (81.23'); THENCE S63°08'04"W, 3.918 RODS (64.65'); THENCE S57°15'00"W, 3.127 RODS (51.59'); THENCE N72°16'27"W, 1.725 RODS (28.47'); THENCE N58°16'00"W, 1.995 RODS (32.91'); THENCE S78°40'43"W, 5.112 RODS (84.35'); THENCE S69°22'45"W, 4.552 RODS (75.10'); THENCE S81°58'19"W, 2.597 RODS (42.85'); THENCE S21°17'22"W, 2.142 RODS (35.35'); THENCE S28°48'01"E, 1.624 RODS (26.80'); THENCE S33°23'42"W, 1.419 RODS (23.42'); THENCE S11°55'55"E, 1.205 RODS (19.89'); THENCE S13°35'00"W, 2.240 RODS (36.96'); THENCE S10°38'26"E, 0.747 RODS (12.32'); THENCE S04°28'36"W, 2.826 RODS (46.63'); THENCE S33°50'03"W, 2.632 RODS (43.42'); THENCE S45°39'20"W, 1.761 RODS (29.05'); THENCE S70°13'50"W, 1.329 RODS (21.93'); THENCE N72°53'30"W, 1.461 RODS (24.11'); THENCE S66°51'13"W, 2.070 RODS (34.15'); THENCE S38°53'56"W, 1.180 RODS (19.47'); THENCE S09°11'05"W, 1.252 RODS (20.66'); THENCE S38°19'42"W, 1.162 RODS (19.17'); THENCE S83°52'16"W, 2.000 RODS (33.00'); THENCE S76°33'03"W, 2.509 RODS (41.40'); THENCE S66°52'42"W, 1.935 RODS (31.92') MORE OR LESS TO THE EDGE OF PROPOSED XTO ENERGY WELL PAD 17-7-2-33, SAID POINT BEING SOUTH 104.5.82' AND WEST 1306.84' FROM THE EAST QUARTER CORNER OF SECTION 2, T17S, R7E, S.L.B.8.M., EMERY COUNTY, UTAH.  
LENGTH = 8,067.70' (488.952 RODS) 9.260 ACRES

APPROXIMATE LOCATION



**Surveyor's Certificate:**  
I, Albert J. Spensko, a Registered Professional Land Surveyor, holding Certificate 146652 State of Utah, do hereby certify that the information on this drawing is a true and accurate survey based on data of record and was conducted under my personal direction and supervision as shown hereon.

*Albert J. Spensko*  
Prepared For: XTO ENERGY  
Surface Use (PacifiCorp)  
Prepared By: Talon Resources, Inc.



DESTINATION OF DOCUMENT		Office Location	Submission Date
Company / Agency	PACIFICORP		
	XTO ENERGY		