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San Oil Inc.

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ALAN SPRIGGS
SUMMIT COUNTY RECORDERREC'D BY B.H. 19.00

PIPELINE
RIGHT-OF-WAY CONTRACT

THIS PIPELINE RIGHT-OF-WAY CONTRACT (this "Agreement") is between B. A. BINGHAM & SONS, a Utah partnership (hereinafter referred to as the "Grantor"), of 8005 North 3600 West, Honeyville, Utah 84314, and ROONEY ENGINEERING COMPANY, its successors and assigns (hereinafter referred to as the "Grantee"), of 7670 South Vaughn Court, Englewood, Colorado 80112.

FOR AND IN CONSIDERATION of Thirty Thousand Dollars (\$30,000.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor does hereby grant and convey to Grantee temporary construction right-of-way fifty (50) feet in width and a permanent use right-of-way twenty (20) feet in width, along a route to be selected by Grantee on, over or through the following described lands, of which Grantor represents it is the owner, situated in Summit County, State of Utah (the "Pipeline Right-of-Way"):

Township 3 North, Range 7 East, S.L.M.

Section 35: NE/4, W/2SE/4,
E/2SW/4, NE/4.

Township 2 North, Range 7 East, S.L.M.

Section 2: W/2E/2, E/2W/2.
Section 11: E/2W/2, E/2SW/4SW/4,
NW/4NW/4NE/4.
Section 14: NW/4NW/4.

TOGETHER WITH the right to construct, maintain, operate, protect, repair, replace, change the size of or remove a crude oil pipeline, and all appurtenances necessary for and incident to the operation and protection thereof and for the transportation of oil, gas, petroleum or any of its products; and together with the right of ingress and egress to and from said lands as may be required to construct, maintain and operate the crude oil pipeline.

1. Grantor shall have the right to fully use and enjoy the above-described premises, except as to the rights herein granted, and Grantor agrees not to build, create or construct, nor permit to be built, created or constructed, any obstruction, building, engineering works, or other structure over or through said pipeline and Pipeline Right-of-Way.

2. Except as otherwise specifically provided herein, the thirty thousand dollar payment from Grantee to Grantor shall represent consideration for all damages which may arise to growing crops, pasturage, fences, livestock, or buildings of said Grantor from the exercise of the rights herein granted. Except for the items enumerated in the preceding sentence, Grantee agrees to indemnify and hold Grantor harmless against any loss, damage or expense suffered by Grantor resulting from the construction, operation, maintenance or use of any pipelines constructed under this grant, unless such loss, damage or expense is the result of Grantor's negligence.

3. Grantee agrees to undertake the following restoration work on Grantor's lands disturbed by the construction of the oil pipeline:

(a) During the next ensuing planting season, but in no event later than one year from the date hereof, Grantee shall re-seed the portions of Grantor's land disturbed by Grantee's construction activities with the seed of the same quality and type as that existing on the land as of the date of construction. Grantee shall re-seed until a successful stand of grass has been established equal to or better than the adjacent grass.

(b) For a period not to exceed two years from the date of this Agreement, Grantee shall spray for all noxious weeds that grow due to pipeline construction.

(c) Grantee shall restring the one existing wire and shall string two additional barbed wires to the existing posts on Grantor's property along an 800 foot portion of the Bow Valley property line and shall construct an anchored wire access gate along the property line.

(d) Grantee shall undertake such similar restoration work after any future maintenance or repair work conducted on the pipeline.

4. The pipeline constructed by Grantee across lands under cultivation shall, at the time of construction thereof, be buried to such depth as will not interfere with cultivation.

5. In the event of a default by Grantee of any of the covenants or agreements contained herein, Grantee shall pay all costs and expenses, including a reasonable attorney's fee, incurred by Grantor to enforce this Agreement.

6. Grantee shall not clear nor use a right-of-way exceeding a width of fifty feet (50') without the prior, written consent of Grantor. Grantee shall also first obtain the Grantor's approval for the use of any land by the Grantee, its agents, officers and assigns, other than the Pipeline Right-of-Way and oil service road.

7. Grantee shall cut all trees in the right-of-way four (4) inches or greater in diameter into 5 to 6 foot lengths and stack the cut wood adjacent to the right-of-way. Grantor shall pile the tree stumps, root and tops and oakbrush adjacent to the right-of-way without excess dirt for future burning by Grantor.

8. Grantor shall receive additional consideration proportionate to the extent of the property taken and used in the event Grantee relocates the pipeline.

9. Grantor hereby surrenders and releases for the purpose of this Agreement all rights of homestead in the premises hereinabove described.

10. The rights herein granted may be assigned in whole or in part.

11. The terms, covenants and provisions of this Agreement shall constitute covenants running with the land.

12. The terms, conditions and provisions of this Agreement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

13. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument, but all of which shall constitute but one and the same instrument.

DATED this 23 day of June, 1987.

B.A. BINGHAM & Sons, a Utah partnership

By: Earl L. Bingham
Earl Bingham, General Partner

STATE OF UTAH)
) : ss
COUNTY OF Wasatch)

On the 23 day of June, 1987, personally appeared before me Earl Bingham, the signer of the above instrument, who duly acknowledged to me that he executed the same as general partner of B. A. Bingham & Sons, a Utah partnership.

(SEAL)

[Signature]
Notary Public

My Commission Expires:
12-28-90

Residing at:
Opener, Utah

The following individuals, constituting all of the partners of B. A. Bingham & Sons, a Utah partnership, hereby join and ratify this Pipeline Right-of-Way Contract.

Earl L. Bingham
Earl Bingham

Date June 23, 1987.

Fred Bingham

Date

Albert Bingham

Date

Clifford Bingham

Date

Don Bingham

Date

Marriner Bingham

Date

AZ4/wbpd

DATED this 23 day of June, 1987.

B.A. BINGHAM & Sons, a Utah partnership

By Earl L. Bingham
Earl Bingham, General Partner

STATE OF UTAH)
) : ss
COUNTY OF Wasatch)

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(SEAL)

[Signature]
Notary Public

My Commission Expires:
12-28-90

Residing at:
Orlando, Utah

The following individuals, constituting all of the partners of B. A. Bingham & Sons, a Utah partnership, hereby join and ratify this Pipeline Right-of-Way Contract.

Earl L. Bingham
Earl Bingham

June 23, 1987.
Date

Fred A. Bingham
Fred Bingham

June 26, 1987
Date

Albert Bingham

Date

Clifford Bingham

Date

Don Bingham

Date

Marriner Bingham

Date

AZ4/wbpd

DATED this 23 day of June, 1987.

B.A. BINGHAM & Sons, a Utah partnership

By Earl L. Bingham
Earl Bingham, General Partner

STATE OF UTAH)
) : ss
COUNTY OF Weber)

On the 23 day of June, 1987, personally appeared before me Earl Bingham, the signer of the above instrument, who duly acknowledged to me that he executed the same as general partner of B. A. Bingham & Sons, a Utah partnership.

(SEAL)

[Signature]
Notary Public

My Commission Expires:

12-28-90

Residing at:

Orion, Utah

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Earl L. Bingham
Earl Bingham

Date June 23, 1987.

Fred Bingham

Date

Albert F. Bingham
Albert Bingham

Date June 28, 1987

Clifford Bingham

Date

Don Bingham

Date

Marriner Bingham

Date

AZ4/wbpd

DATED this 23 day of June, 1987.

B.A. BINGHAM & Sons, a Utah partnership

By Earl L. Bingham
Earl Bingham, General Partner

STATE OF UTAH)
) : ss
COUNTY OF Wasatch)

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[Signature]
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Residing at:

12-28-90

Orion, Utah

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Earl L. Bingham
Earl Bingham

June 23, 1987.
Date

Fred Bingham

Date

Albert Bingham

Date

Clifford H. Bingham
Clifford Bingham

June 30 1987
Date

Don Bingham

Date

Marriner Bingham

Date

AZ4/wbpd