

Upon recordation, please return to:
Laurie K. Prestwich
Holme Roberts & Owen
50 South Main, Suite 900
Salt Lake City, Utah 84144

RED NOTE AB

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Holme Roberts & Owen

88 JUL 11 AM 9:40

RIGHT-OF-WAY AGREEMENT

ALAN SPRIGGS
SUMMIT COUNTY RECORDER *so*

THIS RIGHT-OF-WAY AGREEMENT (this "~~Agreement~~"), made and entered into as of February 29, 1988 (the "Effective Date"), is by and between ZIONS FIRST NATIONAL BANK, a National Banking Association ("Zions"), One South Main, Salt Lake City, Utah 84111, and 4447 ASSOCIATES, a Utah General Partnership, P.O. Box 11838, Salt Lake City, Utah 84147 ("4447") (Zions and 4447 are collectively referred to herein as "Grantor"), and ANSCHUTZ RANCH EAST PIPELINE, INC., a Utah corporation ("Anschutz"), 2400 Anaconda Tower, 555 17th Street, Denver, Colorado 80202.

Recitals

A. By Right-of-Way Contract dated March 18, 1987 (the "Right-of-Way Contract") filed for recording on May 28, 1987, in the office of the Summit County Recorder, recorded in Book 432 at page 366, Bertagnole Properties Limited Partnership, aka Bertagnole Properties, a Utah limited partnership, ("Bertagnole") granted to Rooney Engineering Company ("Rooney") a right-of-way for the construction and maintenance of a 10-inch crude oil pipeline along a route to be selected by Rooney across Sections 11 and 12, T. 1 S., R. 4 E., SLB&M, Summit County, Utah (the "Property").

B. Rooney assigned to Anschutz all of its right, title and interest in and to the Right-of-Way Contract.

C. Bertagnole filed a Chapter 11 Petition for Bankruptcy in the United States Bankruptcy Court for the District of Utah on May 7, 1987 (#87C-02269).

D. Pursuant to a Settlement Agreement dated September 30, 1987, among Zions, 4447, Bertagnole, and other parties to the bankruptcy and as authorized by section 363 of the United States Bankruptcy Code, the Property was sold on February 29, 1988. Zions, for itself and 4447, was the successful purchaser at the bankruptcy sale. The Property was transferred by a Debtor in Possession Deed dated March 18, 1988, from Bertagnole to Zions, in trust for Zions and 4447, filed for recording on April 11, 1988 in the office of the Summit County Recorder, recorded in Book 472 at page 729.

E. Grantor and Anschutz desire to execute this Agreement to replace the Right-of-Way Contract.

800- 483-678 -699

28.00

Agreement

NOW, THEREFORE, in consideration of the premises, the mutual promises and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor and Anschutz hereby covenant and agree as follows:

1. Pipeline Right-of-Way Grant. Grantor hereby grants and conveys to Anschutz a non-exclusive, temporary right-of-way forty (40) feet in width for the purpose of constructing a ten (10) inch diameter pipeline and appurtenant facilities for the transportation of crude oil (the "Pipeline"), along the center line more particularly described on the "As Built Line Sheets," Drawing Nos. D-A-229 and 230, prepared by Rooney (the "Survey Centerline") attached hereto and marked as Exhibits A-1 and A-2 and by reference incorporated herein, and grants to Anschutz a non-exclusive, permanent right-of-way thirty (30) feet in width along the Survey Centerline (the "Pipeline Right-of-Way") for the purposes of operating, inspecting, maintaining, protecting, repairing, replacing, and reconstructing the Pipeline. Anschutz shall have the continuing right to limited, temporary access across the Property for purposes of inspecting, maintaining, protecting and repairing the Pipeline. This grant includes any after-acquired title interests of Grantor.

2. Term. This Agreement shall remain in effect for a term commencing on the Effective Date hereof and continuing as long thereafter as Anschutz, its successors or assigns, operate the Pipeline.

3. Possession and Use. Grantor shall have the right to use and enjoy the lands included in the Pipeline Right-of-Way, including, without limitation, the right to install landscaping, pavement, sidewalks, curb and gutter, fencing, pipelines, and power and other utility lines; provided, however, that Grantor shall not build or permit to be built any building or structure constructed on a permanent foundation located on the Pipeline Right-of-Way. Grantor shall have the right to create utility and any other easements either above or below the Pipeline.

4. Additional Lines. Anschutz shall have the right to place additional pipelines under the Pipeline Right-of-Way in which event the parties shall negotiate additional consideration, calculated on the basis per lineal rod, to be paid to Grantor by Anschutz.

5. Indemnity. Anschutz 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 the Pipeline constructed upon the Pipeline Right-of-Way pursuant to this Agreement, unless such loss, damage or expense is the result of Grantor's negligence. In the event Anschutz' construction, maintenance, repair or other activities relating to the Pipeline cause any damage to any landscaping or improvements upon the Pipeline Right-of-Way, Anschutz shall promptly repair and restore such damaged landscaping or improvements at Anschutz' expense.

6. Depth of Pipeline. In the event the Pipeline is buried deeper or is uncovered through recontouring of the grade of the land by Grantor, Anschutz agrees to raise or lower the Pipeline at Anschutz' sole expense as may be necessary for proper use, maintenance and protection of the Pipeline and for compliance with local, state and federal laws and regulations. Grantor shall provide Anschutz with written notice prior to recontouring the property giving Anschutz a reasonable time to review Grantor's development plans and to be present on the site during the time of construction. Grantor shall not undertake any development activity which would jeopardize or damage the Pipeline. Grantor agrees to grant to Anschutz an amended or replacement right-of-way in the event the Pipeline is moved to comply with the provisions of this paragraph.

7. Assignment. This Agreement may be freely assigned by Anschutz upon written notice to Grantor and upon the written acceptance of the assignee of all of the obligations and duties of Anschutz hereunder.

8. Covenants Run with Land; Successors and Assigns. The terms, conditions, and provisions of this Agreement shall run with the Property and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9. Notice. Any notice required to be given to either party hereto shall be in writing and shall be mailed by registered or certified mail, return receipt requested, to the address of Grantor or Anschutz set forth above, or to such other address as the receiving party may designate in writing, and shall be effective as of the date of receipt.

10. Subordination. Zions is the trustee and the beneficiary under the following Deeds of Trust encumbering the Property (the "Trust Deeds"):

a. Deed of Trust dated March 14, 1983, filed for recording on March 15, 1983, in the office of the Summit County Recorder, recorded in Book M-254, at page 443, from Bertagnole to Zions;

b. Deed of Trust dated June 8, 1984, filed for recording on June 19, 1984, in the office of the Summit County Recorder, recorded in Book 303, at page 71, from Bertagnole to Zions; and

c. Deed of Trust dated May 20, 1986, filed for recording on May 20, 1986, in the office of the Summit County Recorder, recorded in Book 1090, at page 6, from Bertagnole to Zions;

4447 is a participant in the loans secured by the Trust Deeds. Zions and 4447 hereby subordinate the liens created by the Trust Deeds to the interest of Anschutz under this Agreement and hereby consent and agree that this Agreement shall have the same validity, priority and effect as if executed, delivered and recorded prior to the date of the execution of the Trust Deeds; provided, however, that nothing herein shall operate to alter, change or modify the terms and conditions of the Trust Deeds, or in any way to release or affect the validity of the liens created by the Trust Deeds upon the Property except as provided herein.

11. Entire Agreement. This Agreement (including the exhibits hereto) constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and prior agreements and understandings relating to such subject matter, including without limitation the Right-of-Way Contract dated March 18, 1987.

EXECUTED to be effective for all purposes as of the Effective Date.

ZIONS FIRST NATIONAL BANK, a
National Banking Association

By: 
Its: V.P.

4447 ASSOCIATES, a Utah Limited Partnership

By: Robert D. Kent
General Partner

ANSCHUTZ RANCH EAST PIPELINE, INC., a Utah corporation

By: David Kingston
Its: PRESIDENT

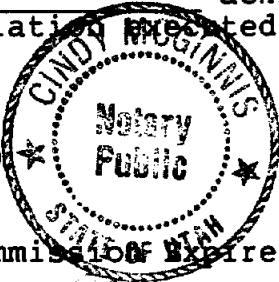
STATE OF UTAH)

COUNTY OF SALT LAKE)

: ss

On the 16th day of April, 1988, personally appeared before me Allen I. Potts, who, being by me duly sworn, did say, that (s)he is the Vice President of Zions First National Bank, a National Banking Association, and that said instrument was signed in behalf of said national banking association by authority of its by-laws, and said association acknowledged to me that said national banking association executed the same.

(SEAL)



My Commission Expires: 7-10-90

Cindy McGinnis
Notary Public

Residing at:

Salt Lake City, Utah

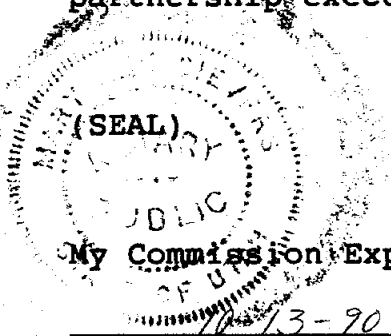
STATE OF UTAH)

COUNTY OF SALT LAKE)

: ss

On the 16th day of April, 1988, personally appeared before me Robert D. Kent, who, being by me duly sworn, did say, that he is the general partner of 4447

Associates, a Utah Limited Partnership, the partnership that executed said instrument and that said instrument was signed in behalf of said partnership by authority of the partners, and said Robert D. Kent acknowledged to me that said partnership executed the same.



Mary Ann Sherwin
Notary Public

Residing at:

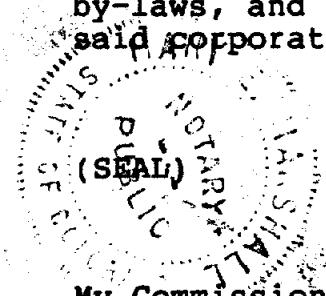
Sandy, Utah

STATE OF Colorado

COUNTY OF Denver

)
: ss
)

On the 2nd day of May, 1988, personally appeared before me David J. Kingston, who, being by me duly sworn, did say, that (x) he is the president of Anschutz Ranch East Pipeline, Inc., and that said instrument was signed in behalf of said corporation by authority of its by-laws, and said David J. Kingston acknowledged to me that said corporation executed the same.



Mary E. Marshall
Notary Public

Residing at:

Lakewood, Colorado

My Commission Expires:

November 21, 1988

wbpd/bp8

OWNERSHIP &
RODS

HENRY A. FAURE

BOOK 483 PAGE 684

2007+63

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202.75 RODS

7



st al

STATE OF UTAH

11.86 RODS

B

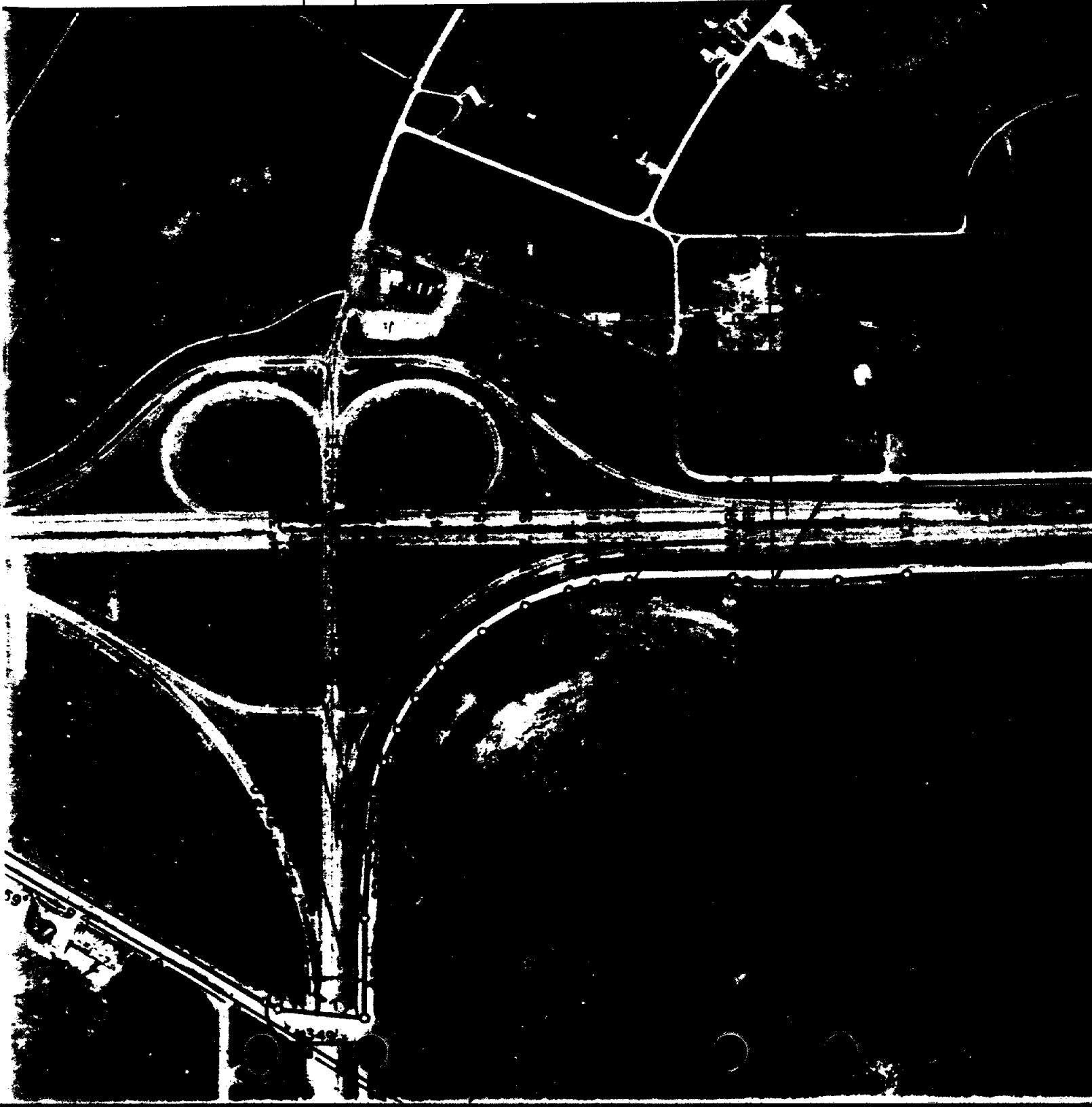
1974+17.7

1972+22

RECEIVED BY WRITING, TYPING OR
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SUM

800- 483 PAGE 685



COUNTY ROAD DEPT.

500.24 RODS

6

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BOOK 433 PAGE 686

ANGUS PACE
& ELLA PACE
& FAMILY
13.64 RODS

II

U.P.R.R.

6.36 RODS

C

1889+68

1887+43

1886+38



S. B. & B. F.
PACE

32 RODS

12

1881+10

HAROLD W. BERTAGNOLE
&
EMANUEL A. FLOORS
LTD. PARTNERSHIP
OVERTHRUST
OIL & GAS
64.18 RODS

13

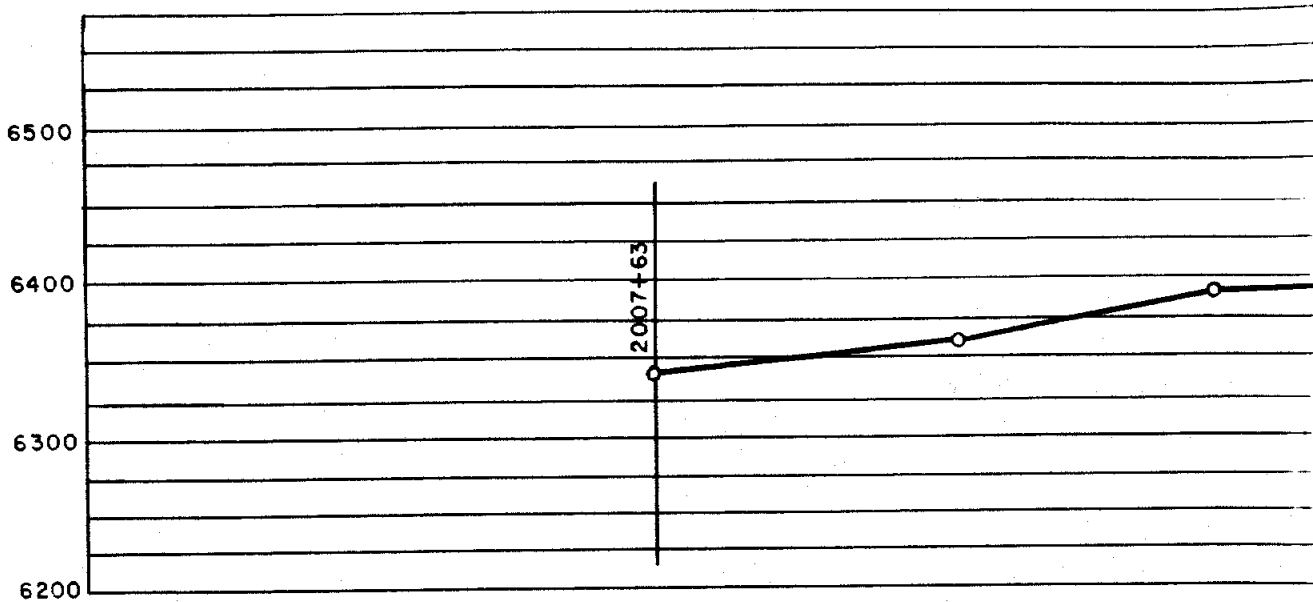
1870+51

B00* 483 PAGE 687



PROFILE

Scale: Horiz. 1" = 500' Vert. 1" = 10'



DETAILS

U.S. HWY 40 CROSSING

INV. PI. 1975+11 $\Delta 19^{\circ}22'24''$ RT.
 INV. HW PIPE 1974+23.3
 INV. END OF 16" ϕ CASING 1974+18.7
 INV. 2" VENT 1974+17.7 B.R.O.W.
 INV. EDGE OF PAVEMENT 1973+84
 INV. C/L EXIT I-80 TO U.S. 40 1973+64.7
 C/L INV. U.S. 40 1973+23.3
 UNDERGROUND POWER LINE 1974+14

300. 483 PAGE 688

LEGEND

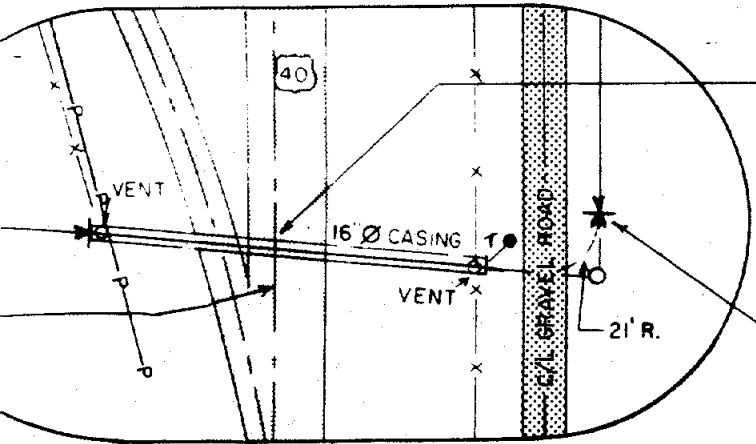
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	Interstate Highway		Telephone Cable (Underground)		Conc. Weight
	Federal Highway		Fence		Anchor
	State Highway		Valve (Line Size Show)		Anode Bed
	Mile Post		Check Valve		Electrolysis Test Site
	Equation		Relief Valve		Line Pipe W.T. Change
	Foreign Pipe Line		Meter Station		Transition Sleeve
	Power Line		P/L Warning Sign		Aerial Marker

ITEM	
1.	SUMITOM
2.	SUMITOM
3.	CASING
4.	2" VEN
5.	10" x 16
6.	10" CAS
7.	PIPELINE
8.	TEST LI

U
48

SUMMIT COUNTY, UTAH

1 INV. TEST LEAD 1972+22

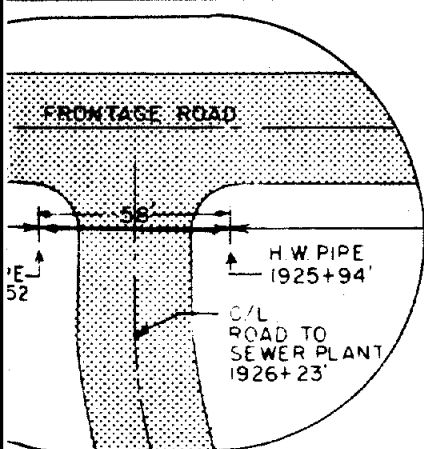


- C/L INV. U.S. 40 1973+23.3
- INV. EDGE OF PAVEMENT 1972+99
- INV. EAST R.O.W. 1972+22
- INV. VENT & TEST LFAD 1972+22
- INV. EAST END OF CASING 1972+21
- INV. C/L GRAVEL ROAD 1971+93
- INV. P.J. 1971+61.5
- INV. 1971+44' (279.3' HW PIPE)

DETAIL No. 1
Scale: 1" = 100'

MATERIAL	QUANTITY
10 10.75" O.D. x .219 W.T. (24.63#/FT.) API, 5-L x 42	13,269.7'
10 10.75" O.D. x .365 W.T. (40.48#/FT.) API, 5-L x 42	442.3'
PIPE, 16" Ø x .250 W.T. GR. B	291.7'
PIPE	4
CASING SEAL T. D. WILLIAMS U" TYPE	4
INSULATOR T. D. WILLIAMS M-2 THINSULATOR	39 ea.
WARNING SIGNS W/POST	5
ADS	2

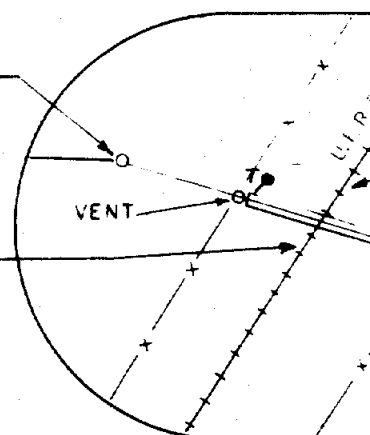
SURVEY BOOK #1, pages 12-21
PHOTOS 2-3



DETAIL No. 3
(N.T.S.)

UNION PACIFIC RAILROAD

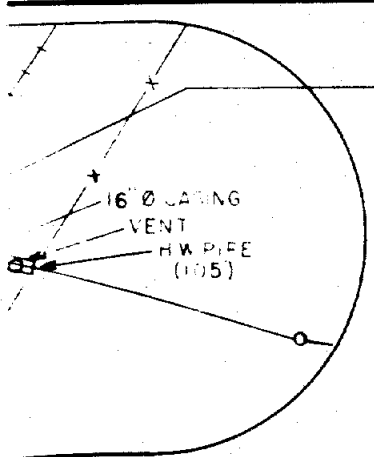
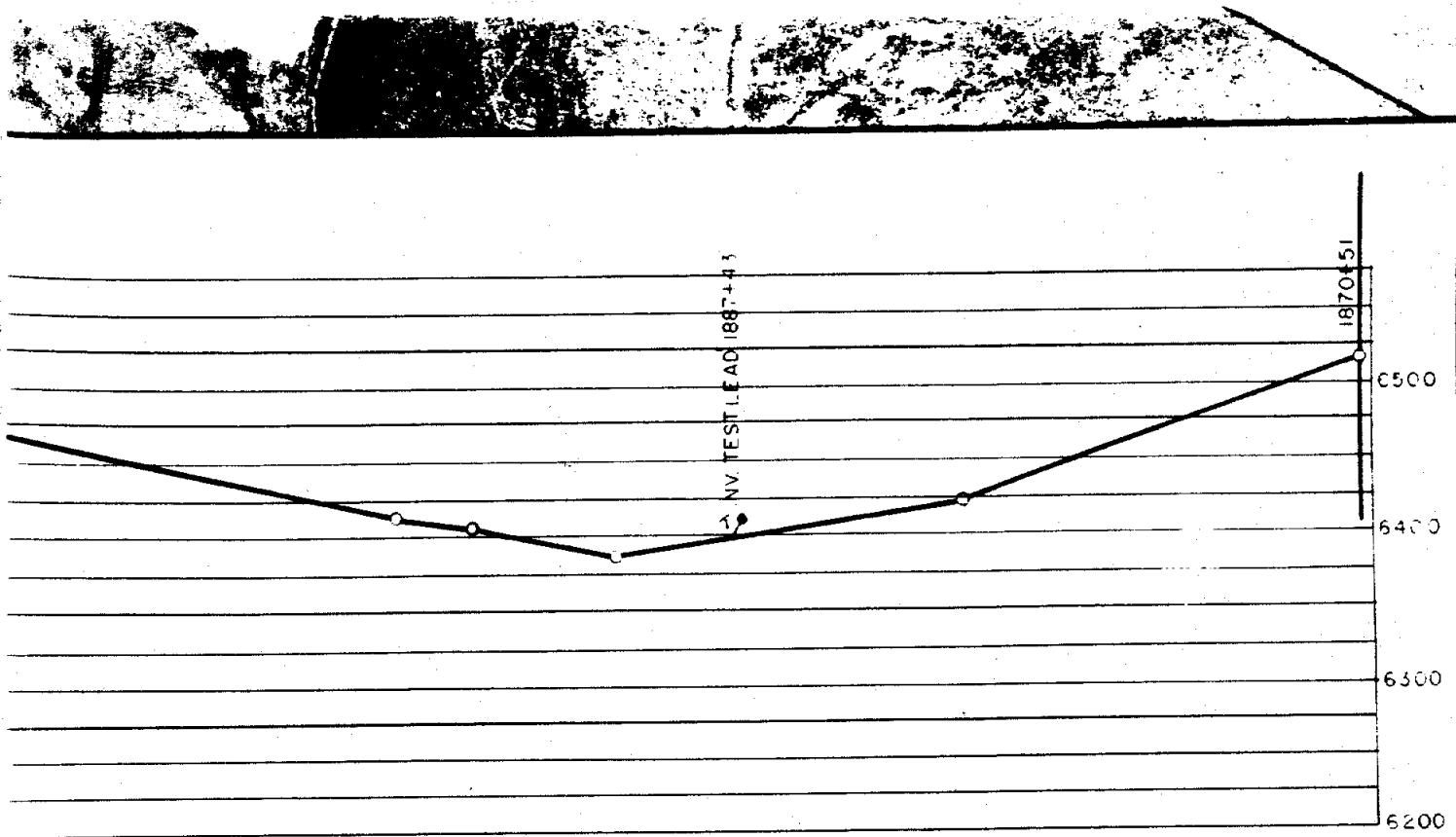
INV. P.I. 1888-06.6 _____
INV. WEST R.O.W. U.P.R.R. 1887-43
INV. H.W. PIPE 1887-43
INV. 16" Ø CASING 1887-37
INV. VENT PIPE 1887 + 43 & TEST LEAD
C/L U.P.R.R. 1886-99 _____



DETAIL
Scale

[illegible]

300- 483 PAGE 690



INV. C/L U.P.R.R. 1886+99
INV. VENT PIPE 1886+44
INV. END OF 16" Ø CASING 1886+43
INV. END OF H.W. PIPE AND R.O.W. 1886+38

800' 483 PAGE 691

No. 2
100'

rooney engineering company				
DENVER		COLORADO		
ANSCHUTZ RANCH EAST PIPELINE INC.				
10" CRUDE OIL PIPELINE AS BUILT LINE SHEET M.P. 35.4 to 38.0				
SCALE 1" = 500'	CHKD	APPR D.	DWG NO D-A-230	REV C

OWNERSHIP &
RODS

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200. 483 PAGE 692

1870+51



HAROLD W. BERTAGNOLE &
EMANUEL A. FLOOR LTD. PARTNERSHIP
OVERTHRUST OIL & GAS
423.84 RODS

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13

500 483 PAGE 693



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DOCUMENT WHEN RECEIVED.

JOHN B. PRINCE,
TEN-POWER DIVERSIFIED INC.

327.33 RODS

800-483 PAGE 694

14, 16,
17

1800 + 575



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PRINTING OF WRITING, TYPING OR
DOCUMENT WHEN RECEIVED

800 483 PAGE 695

1746+56.6



PROFILE

Scale: Horiz. 1" = 500' Vert. 1" = 125'

























6800
6700
6600
6500

1870 + 51'

MATERIAL

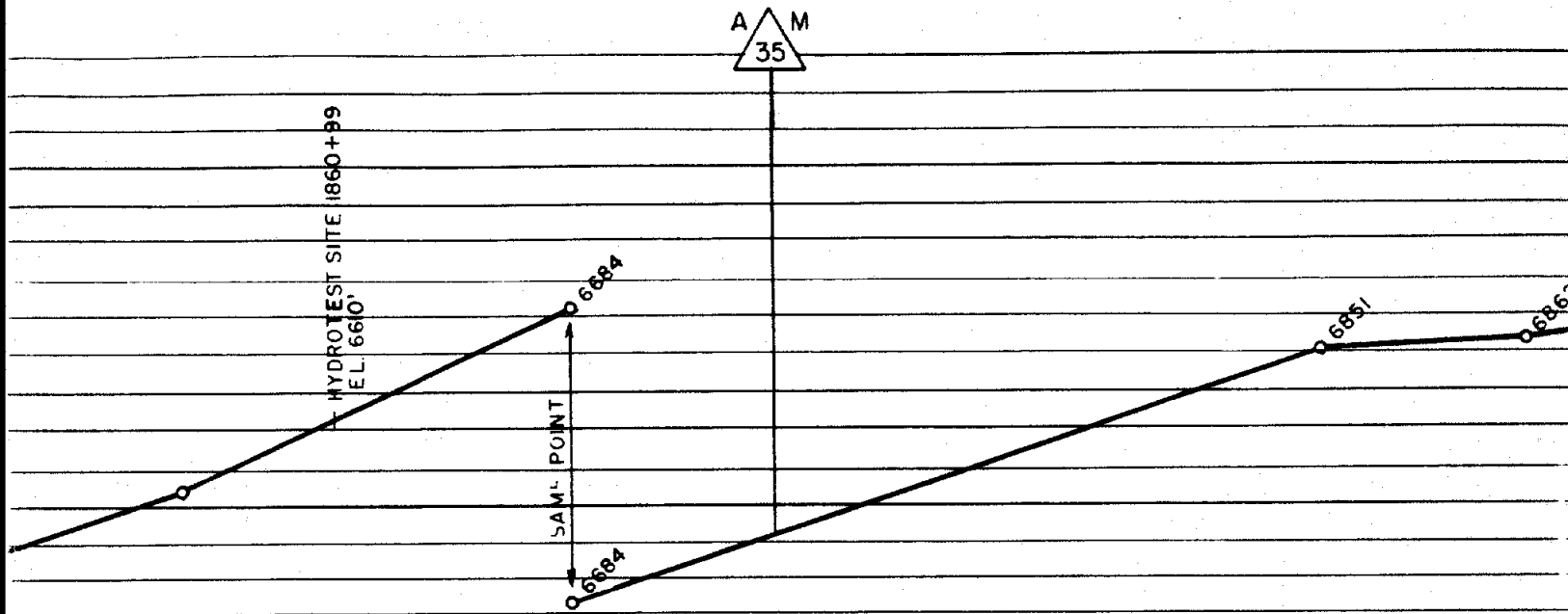
300 483 PAGE 696

LEGEND

	Tract Number		Telephone Line		Rectifier
	Interstate Highway		Telephone Cable (Underground)		Conc. Weight
	Federal Highway		Fence		Anchor
	State Highway		Valve (Line Size Show)		Anode Bed
	Mile Post		Check Valve		Electrolysis Test Site
	Equation		Relief Valve		Line Pipe W.T. Change
	Foreign Pipe Line		Meter Station		Transistion Sleeve
	Power Line		P/L Warning Sign		Aerial Marker

ITEM


1. SUMITO
2. WARN
3. AERIA



800 483 PAGE 697

MATERIAL	QUANTITY
TOMO 10.75" O.D. x .219 W.T. (24.63#/FT.) API -5L x 42	12,394.4'
WIND SIGN	4
IAL MARKER	1

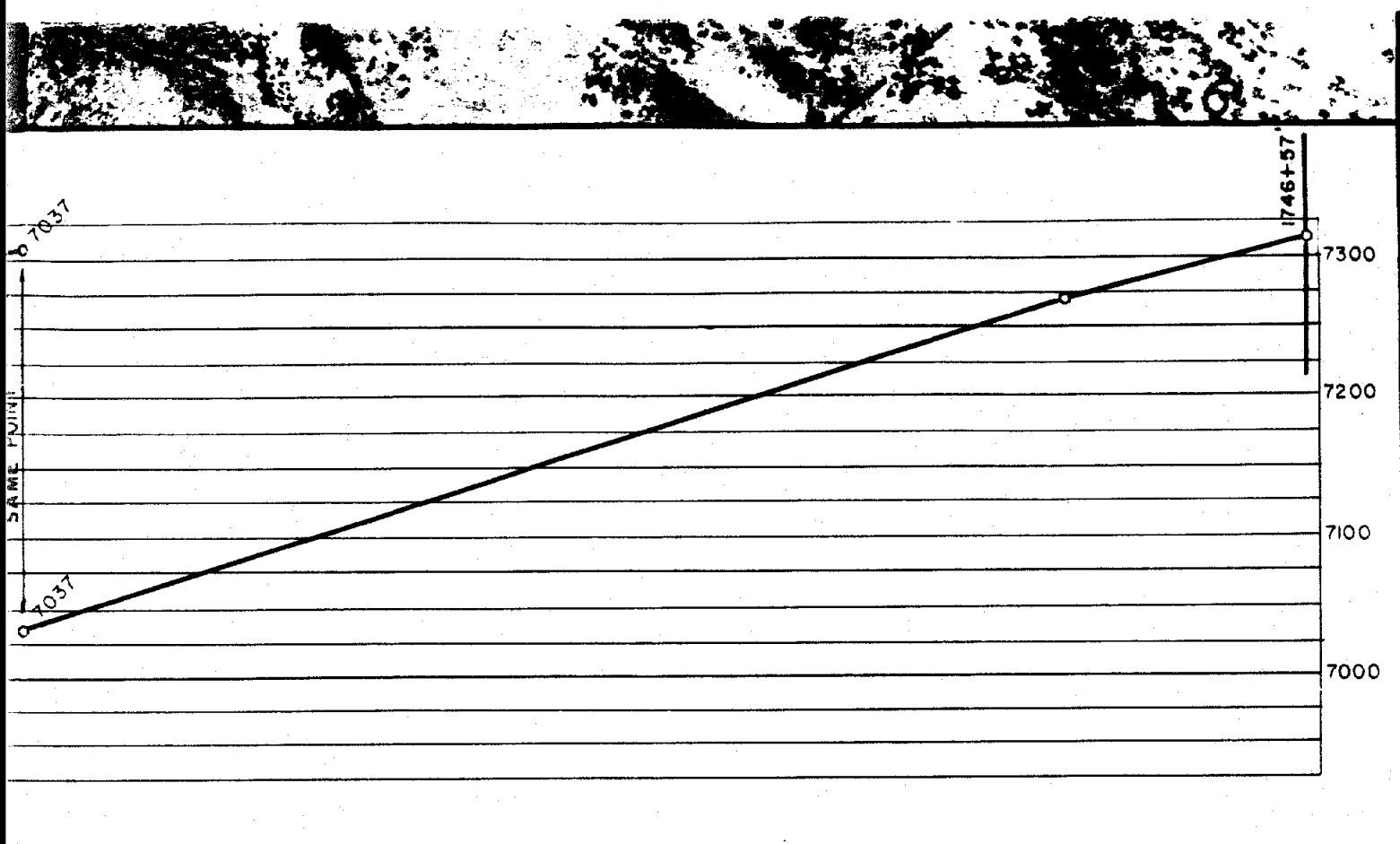
SURVEY BOOK #1 pages 21-2
PHOTO 2-6

E. 



BOOK 483 PAGE 698

[illegible]



300 483 PAGE 699

rooney engineering company				
DENVER		COLORADO		
ANSCHUTZ RANCH EAST PIPELINE INC.				
10" CRUDE OIL PIPELINE AS BUILT LINE SHEET M.P. 33.1 to 35.4				
SCALE 1" = 500'	CHKD	APPR'D. <i>ML</i>	DWG <i>D-A-229</i>	REV 0