

REC'D BY 324672

90 MAY 29 AM 10: 38

ALAN SPRIGGS
SUMMIT COUNTY RECORDER

REC'D BY BH 18-50

*Record
FER*

WYOMING-CALIFORNIA PIPELINE COMPANY

EXCLUSIVE RIGHT OF WAY AND EASEMENT AGREEMENT

STATE OF	UTAH)	LL	153U-1-99 & 100; 2-1
)ss		
COUNTY OF	SUMMIT)	CO	89913

KNOW ALL MEN BY THESE PRESENTS; THAT the undersigned, hereinafter called Grantor (whether one or more) for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, paid by Wyoming-California Pipeline Company, a Colorado General Partnership, P. O. Box 1087, Colorado Springs, Colorado 80944, hereinafter referred to as Grantee, receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, an exclusive right of way and easement, said right of way and easement herein and hereby granted being one hundred (100) feet in width during construction of the pipeline, and fifty (50) feet in width thereafter, to locate, survey a route, conduct environmental and cultural surveys, construct, entrench, maintain, protect, inspect and operate a pipeline and/or communications cable with appurtenances including but not limited to valves, metering equipment, electrical cable, cathodic equipment, underground conduit, cables, splicing boxes and roads (said pipeline, communications cable, appurtenances, valves, metering equipment, cathodic equipment, underground conduit, cables, splicing boxes and roads being hereinafter sometimes collectively called the "facilities") over, under and through the following described land, situated in Summit County, State of Utah, the centerline of which is shown on Land Plat marked Exhibit "A" attached hereto and made a part hereof, to-wit:

Tract 1 (1-99): BEGINNING at the Southwest corner of Section 35, Township 3 North, Range 7 East, Salt Lake Base and Meridian, running thence East 80 chains to the Southeast corner of said section; thence North 40 chains to the east quarter corner of said section; thence North 31°40' West 38.994 chains; thence South 89°57' West 15.05 chains; thence South 37°35' West 18.60 chains; thence South 35°25' West 10.25 chains; thence South 19°51' West 10.50 chains; thence South 18°25' West 14.43 chains; thence South 40°05' West 5.00 chains; thence South 52°25' West 7.18 chains; thence South 31°02' West 5.21 chains; thence South 31°39' West 15.07 chains to the place of BEGINNING. BOOK 565 PAGE 109 - 117

EXCEPTING, HOWEVER, from the above tract of land, a tract of land beginning at a point where the 18 inch gas pipe line of the Uinta Pipe Line Company crosses the Chalk Creek Road, near the 6 inch blow-off, located East of Porcupine Gate, being

*Release of Rwy and Easements
334808 - Oct. 592-13-212*

Pipe Line Station 762-083 in the Southeast quarter of the Northwest quarter of said Section 35, Township 3 North, Range 7 East, Salt Lake Base and Meridian; and running thence Easterly at right angle to said pipe line a distance of 10 1/2 feet; thence running Northeasterly and parallel to said 18 inch pipe line, 10 1/2 feet therefrom to the North property line of grantor in said Section (said line running nearly East and West); thence along the North line of said property West to Chalk Creek Road; thence along the Chalk Creek Road in a Southwesterly direction to the point of beginning. Being located in the North half of said Section 35, also called Tax parcel SS-300.

Tract 2 (1-100): West Half of Section 2, Township 2 North, Range 7 East, Salt Lake Base and Meridian, also called Tax Parcel NS-690;

AND

Tract 3 (2-1): The Southeast quarter of the Southeast quarter of Section 3, also called Tax Parcel NS-693; and North Half and the Northwest quarter of the Southwest quarter of Section 10, also called Tax Parcel SS-256, all in Township 2 North, Range 7 East, Salt Lake Base and Meridian.

Refer to Exhibit "B" attached hereto and made a part hereof for additional provisions applicable to this Easement agreement.

This right of way and easement shall carry with it the right of ingress and egress to and from, and access on and along said right of way, with the right to use existing roads, for the purposes of constructing, inspecting, repairing, protecting and maintaining the pipeline and the removal or replacement of same at will, either in whole or in part, and the replacement of said pipeline with either like or different size pipe. During temporary periods Grantee may use such portions of the property along and adjacent to said right of way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of said pipeline.

Grantee may at any time permanently abandon said right of way and at its discretion may remove or abandon in place improvements constructed thereon and upon such abandonment action, Grantee may at its discretion execute and record a reconveyance and release hereof, whereupon this right of way and easement and all rights and privileges herein mutually granted shall be fully cancelled and terminated.

Grantee agrees that during the period of construction of the pipeline hereunder, or any subsequent altering, removing or replacing of said pipeline, it will leave or arrange for reasonable crossings over said right of way strip for the cattle and livestock of Grantor and his tenants and lessees.

Whenever it becomes necessary for Grantee, its agents or contractors to cut a fence on the above described lands, Grantee agrees, at its option, either to keep the gaps closed or guarded in such a manner so as to prevent the entrance and exit of cattle or other livestock through such gap, or to construct at such place or places substantial gates with dual locks and to furnish Grantor with one set of keys thereto. Before any such fence is cut by Grantee, same shall be braced in order to prevent slackening of the wires along the fence in each direction from Grantee's temporary gap.

In the event that the above described lands are being used for the growing of any crop which requires irrigation at the time the pipeline is under construction, Grantee agrees to install and operate flumes across the right of way at all times during such construction operations. Grantee further agrees not to dam, block or obstruct in any manner any irrigation canals, drainage ditches or creeks located on said lands, and also agrees to replace or repair any levees or banks disturbed or damaged by Grantee's operations on said lands.

Grantee agrees to bury its pipeline to a depth not less than forty (40) inches measured from the top of the pipeline to the average level of the original ground on the two sides of the ditch in which said line is laid, and where said pipeline crosses an irrigation canal or drainage ditch, the top of the pipe shall be buried at least forty (40) inches below the lowest point of the channel where said pipeline crosses any such drainage ditch or canal.

Grantee agrees to pay damages to crops, fences, timber and livestock of Grantor, his tenants and lessees, which may arise from the operation and maintenance of said pipeline.

Grantee shall remove all stakes or posts which it, its contractors or agents, may have put into the ground, and level all ruts and depressions caused by its construction operations.

The rights, titles and privileges herein granted shall be assignable in whole or in part, and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

TO HAVE AND TO HOLD the above described right of way and rights unto the said Grantee, so long as said right of way is used for the purposes herein granted, and Grantor (jointly and severally, if more than one) hereby agrees to warrant and forever defend all and singular said premises unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

In addition to all of the other rights and privileges which are reserved to Grantor as a matter of law, there is expressly reserved to Grantor all oil, gas and other minerals in, on and under the above described lands.

Grantor reserves the right to use and enjoy said property except for the purposes herein granted, but such use shall not hinder, conflict or interfere with Grantee's surface or subsurface rights hereunder or disturb its pipeline and no road, reservoir, excavation, change of surface grade, obstruction or structure shall be constructed, created or maintained on, over, along or within said right of way without Grantee's prior written consent.

It is mutually understood and agreed that this right of way grant as written covers and includes all of the agreements and stipulations between the parties and that no representations or statements, verbal or written, have been made modifying, adding to or changing the terms hereof.

Executed this 11th day of April, 19 90.

E. A. Bingham & Sons, a Utah general partnership

Earl L. Bingham
By: Earl L. Bingham

Don R. Bingham
By: Don R. Bingham

Fred A. Bingham
By: Fred A. Bingham

David P. Bingham
By: David P. Bingham, Attorney-in-Fact for Clifford S. Bingham

Marriner F. Bingham
By: Marriner F. Bingham

Albert F. Bingham
By: Albert F. Bingham

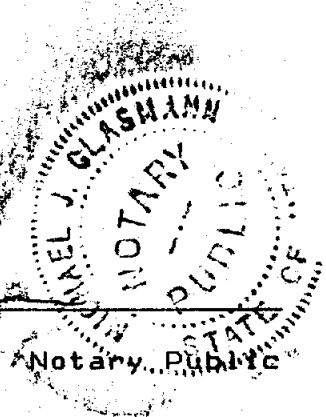
ACKNOWLEDGEMENT

STATE OF UTAH)
) SS
COUNTY OF WEBER)

On the 11th day of April, 19 90, personally
appeared before me Earl L. Bingham, Don R. Bingham, Fred A. Bingham,
David^P/Bingham and Albert F. Bingham and Marriner F Bingham

the signer S of the foregoing instrument, who duly acknowledged to me
that they executed the same.

Michael J. Glashan



Residing at: Ogden, Utah

My Commission Expires:

May 12, 1994

STATE OF)
) SS
COUNTY OF)

On the _____ day of _____, 19 ____, personally
appeared before me _____

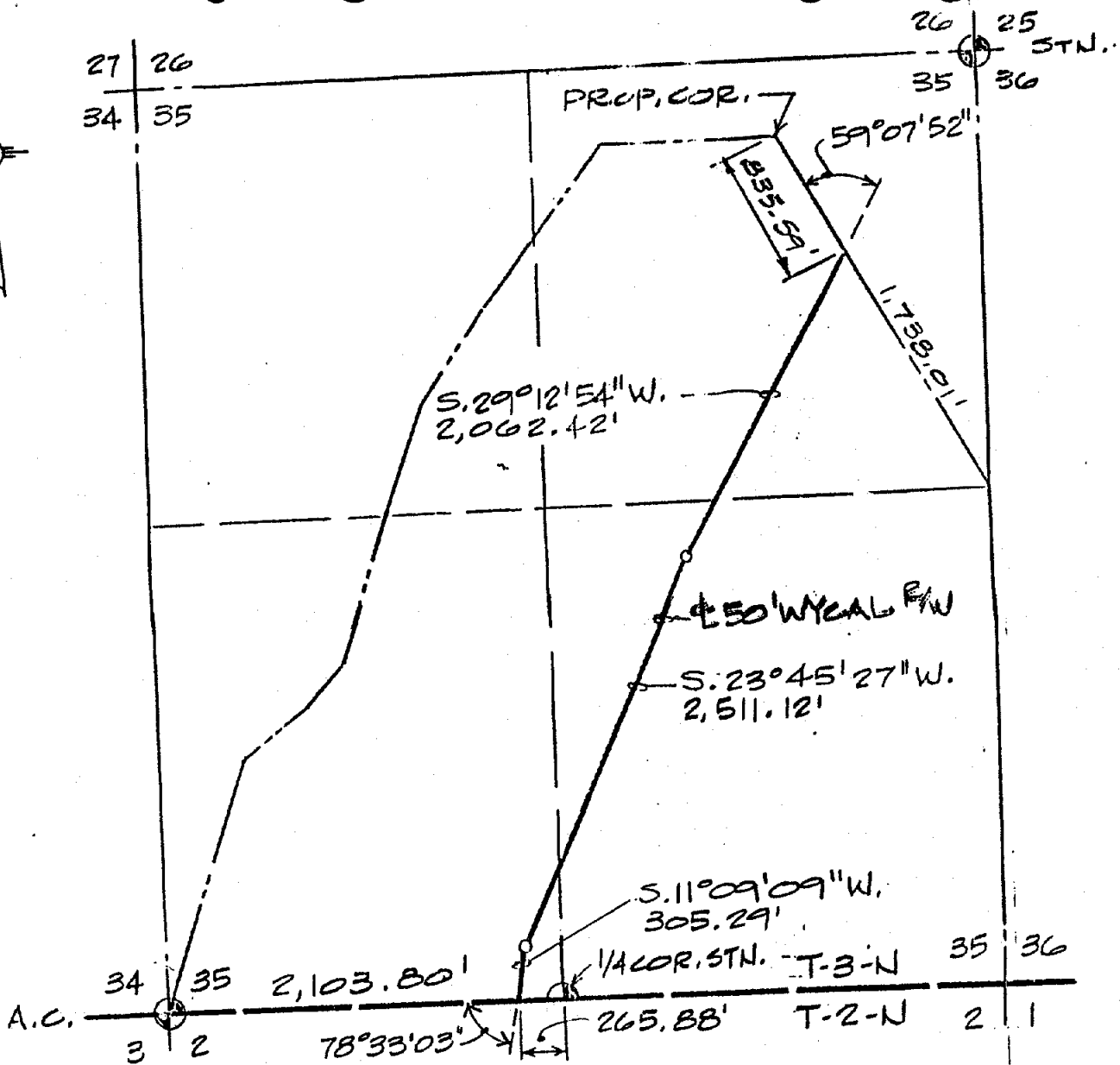
the signer ____ of the foregoing instrument, who duly acknowledged to me
that _____ executed the same.

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Notary Public

Residing at:

My Commission Expires:



B.A. BINGHAM & SONS

4,878.83 FEET
 295.69 RODS
 5,600 ACRES Per 50' width

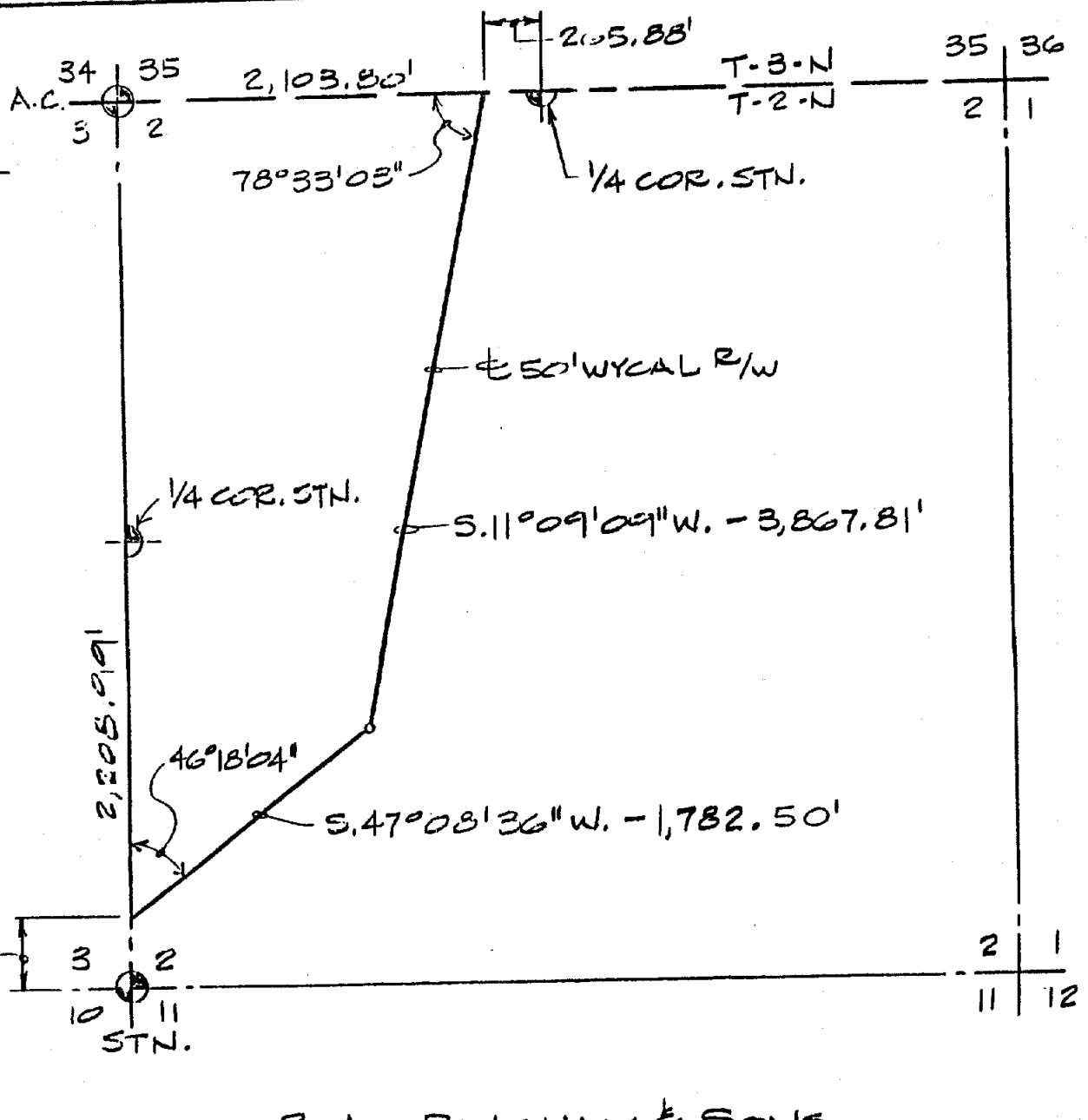
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EXHIBIT "A"
 Page 1 of 3

REF. DWG. 153A-16 & 17

LAND						WyCal WYOMING - CALIFORNIA PIPELINE COLORADO SPRINGS, COLORADO				
MAR 15 1990						LAND PLAT WYCAL MAINLINE 153A-30" X-ING B.A. BINGHAM & SONS PROPERTY PORT. SEC. 35, T-3-N, R-7-E SUMMIT CO., UTAH				
2	89916	ACQUISITION	3/15/90	WEW	JDK	11/20/05	SCALE: 1"=1000'	DRAWN: WEW	APP: WEW	153U-1-991/B
1	89916	REV. SCALE	3/2/90	WEW	JDK		DATE: 11/20/05	CHECK: P.T.H.	C.O. 89916	
REVISIONS										

BRUNING 7661P FORM - 05-25



B.A. BINGHAM & SONS

5,650.31 FEET
 342.44 RODS
 6.486 ACRES Per 50' width

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REF. DWG. 153A-17

EXHIBIT "A"
 Page 2 of 3

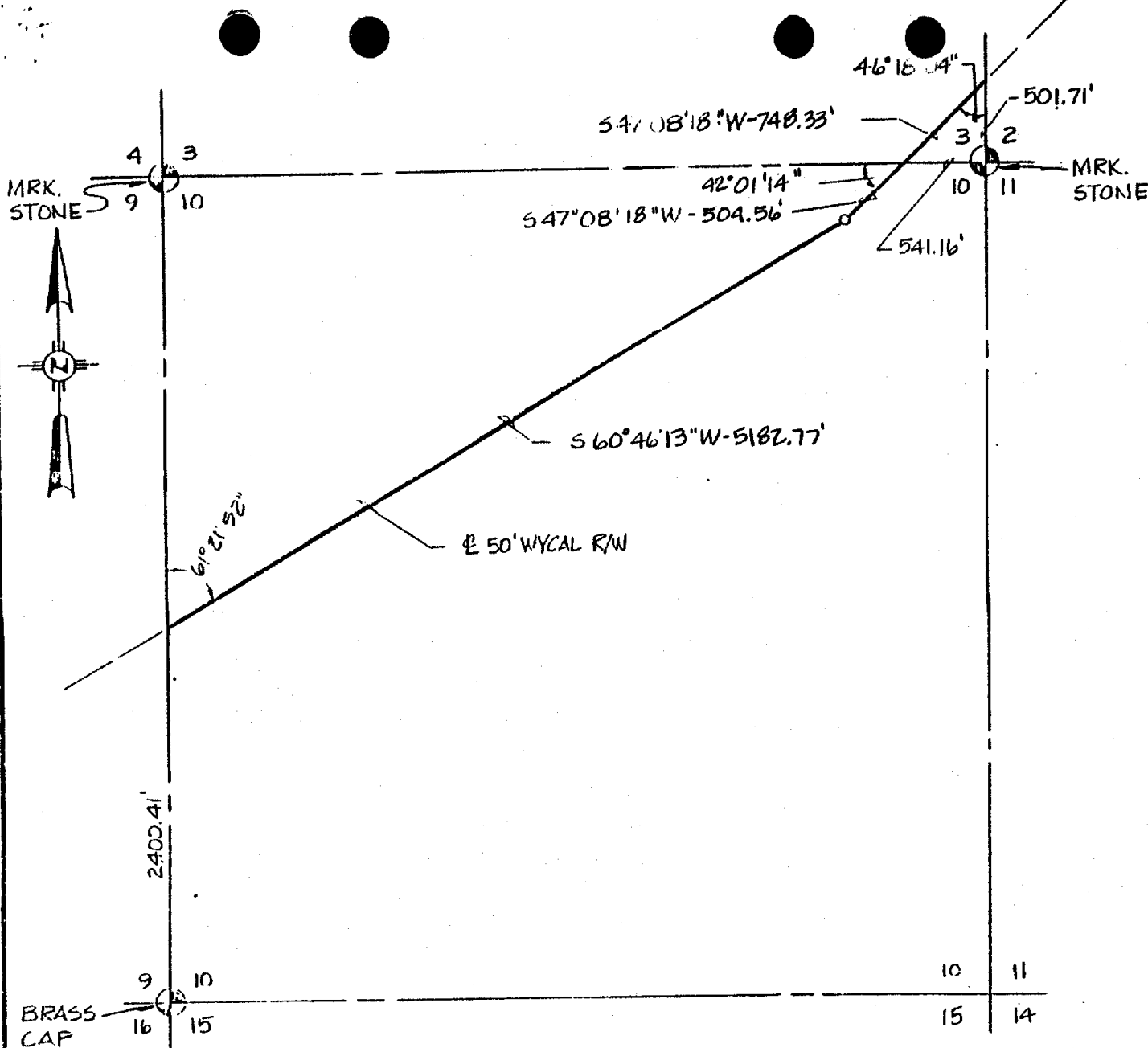
BRUNING 767E FORM - 0875

NO	C.O. NO.	DESCRIPTION	DATE	BY	CHK.	APPR.

WyCall
 WYOMING - CALIFORNIA PIPELINE
 COLORADO SPRINGS, COLORADO

LAND PLAT
 WYCAL MAINLINE 153A-30"
 X-ING B.A. BINGHAM & SONS PROPERTY
 SEC. 2, T-2-N, R-7-E SUMMIT CO., UTAH

SCALE: 1"=100'	DRAWN: UEW	APP: [Signature]	153U-1-60 1/8
DATE: 1/29/09	CHECK: TH	C.O. 716	



B.A. BINGHAM & SONS
 6435.66 FEET
 390.04 RODS
 7.387 ACRES Per 50' width

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EXHIBIT "A"
 Page 3 of 3

REF. DWG. 153A-17

REVISIONS								
						LAND PLAT WYCAL MAIN LINE 153A-30" X-ING BINGHAM & SONS PROP. SEC. 3110, T2N, R7E. SUMMIT CO., UTAH		
1	89116	REV SURVEY	10-21-89	KFP	JDK	SCALE: 1" = 1000'	DRAWN: KFP	APP: <i>AWC</i>
NO.	C. O. NO.	DESCRIPTION	DATE	BY	CHK.	DATE: 8-24-89	CHECK: JDK	c.o. 89916
153U-2-1 1/2								

Exhibit "B"

153U-1-99,100 and 2-1

- 1) Grantee, for a period of three (3) years, will use such methods of weed control on the easement as are reasonably necessary to control the growth of noxious weeds.
- 2) Grantee will make its best effort to restore the pipeline right of way as soon as possible after construction to its original condition.
- 3) Grantee will reseed the right of way after construction with an appropriate seed mixture.

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