

RIGHT OF WAY GRANT

ORIGINAL
APR - 4 11 98
338524
ALTA SURVEYS
SUMMIT COUNTY RECORDS
Dg. 15
NLD 1011-1118

KNOW ALL MEN BY THESE PRESENTS: That B. A. Bingham partnership, 8560 North Highway 69 Honeyville, Utah 84314, Albert F. Bingham, partner; Earl L. Bingham, partner; Fred A. Bingham, partner; Clifford H. Bingham, partner; Don R. Bingham, partner; Marriner F. Bingham, partner, hereinafter called "Grantor", whether one or more, for and in consideration of the sum of Ten (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto UNION PACIFIC RESOURCES COMPANY, a Delaware corporation, with an address of P. O. Box 7, Ft. Worth, Texas 76101-0007, its successors and assigns, hereinafter called "Grantee", an easement and right of way to locate, lay, install, operate, inspect, alter, maintain, repair, change the size of, replace and remove, in whole or in part, multiple pipelines together with valves, fittings, meters, corrosion control and protection equipment, and pipeline markers for the transportation of oil, gas, petroleum products, water or other fluids and substances, such easement and right of way on, over, and through, with ingress and egress to and from the following described land in Summit County, State of Utah, to-wit:

Township 2 North, Range 7 East
Section 2: Lot 4 (NW $\frac{1}{4}$ NW $\frac{1}{4}$)

as described in Exhibit A attached hereto and made part hereof.

and the right of unimpaired access at all times over and across the above described land to the easement granted herein and said pipelines and facilities. The easement and right of way granted herein shall be a width of fifty (50) feet.

TO HAVE AND TO HOLD said easement and right of way from February 6, 1991, unto Grantee until one (1) year following the abandonment of all pipelines installed hereunder. Grantor will warrant and forever defend all and singular said premises unto the Grantee against every person whosoever lawfully claiming in same or any part thereof.

Included in this grant shall be the right to lay, construct, maintain, operate, alter, repair, remove, change the size of, and replace at any time the pipelines laid by Grantee. Grantee is granted the right to assign this easement, or any part thereof, or interest therein, and the same may be divided among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full rights and privileges herein granted, to be owned or enjoyed either in common or severally.

Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to, the free right of ingress and egress over and across said described lands to and from said easement.

Grantee shall pay to Grantor any actual damages to growing crops, pasture lands, fences, timber and improvements of Grantor directly resulting from Grantee's exercise of the rights herein granted. If the amount of any damages to Grantor are not agreed upon between Grantor and Grantee, such damages shall be determined by three disinterested persons as arbitrators, one of whom shall be appointed by the Grantor, one by the Grantee, and the third by the two appointed as aforesaid, and the award of any two of such persons shall be final and conclusive. The cost of arbitration shall be paid equally by Grantor and Grantee.

Grantor shall have the right to use and enjoy the above described premises, subject to the rights herein granted. Grantor shall not interfere with or impair nor permit others to interfere with or impair in any way the exercise of the rights herein granted to Grantee, and Grantor shall not build, construct, or permit to be built or constructed, any structure or obstruction, or impound water or other substance, or change the grade on or over said pipelines. Grantee shall bury said pipelines where situated on land cultivated for crops to a depth sufficient so as not to interfere with the present manner and method of cultivation, and Grantee, at its option, may construct its pipelines above the channel of any stream ravine, ditch or water course.

This Grant is a covenant running with the land and shall be binding upon the parties hereto, their heirs, devisees, representatives, successors and assigns; and the rights, privileges and authorities herein granted shall be assignable together or separately and in whole or in part.

This instrument covers the entire agreement between the parties, and no representation of statements, verbal or written, have been made modifying, adding to, or changing the terms of this Grant.

WITNESS the signature of Grantor this 6th day of February, A.D. 1991.

GRANTOR: B. A. Bingham & Sons, a partnership

Tax I.D. No: 87-0399815

Albert F. Bingham
Albert F. Bingham, partner

Earl L. Bingham
Earl L. Bingham, partner

Fred A. Bingham
Fred A. Bingham, partner

Don R. Bingham
Don R. Bingham, partner

Marriner F. Bingham
Marriner F. Bingham, partner
Clifford H. Bingham
Clifford H. Bingham, partner
David Bingham
David Bingham, Attorney-in-Fact for Clifford H. Bingham

GRANTEE:
UNION PACIFIC RESOURCES COMPANY

By: [Signature]
Attorney-in-Fact

AK
KPA

ACKNOWLEDGEMENT

STATE OF UTAH)
COUNTY OF Summit ss.

On the 6TH day of February, 1991, personally appeared before me ~~Albert F. Bingham, Earl L. Bingham, Fred A. Bingham, Don R. Bingham~~ as co-partners in B. A. Bingham & Sons, a partnership, the signers of the above instrument, who duly acknowledged to me that they executed the same.

Witness my hand and official seal.

[Signature]
Notary Public
Coalville Utah

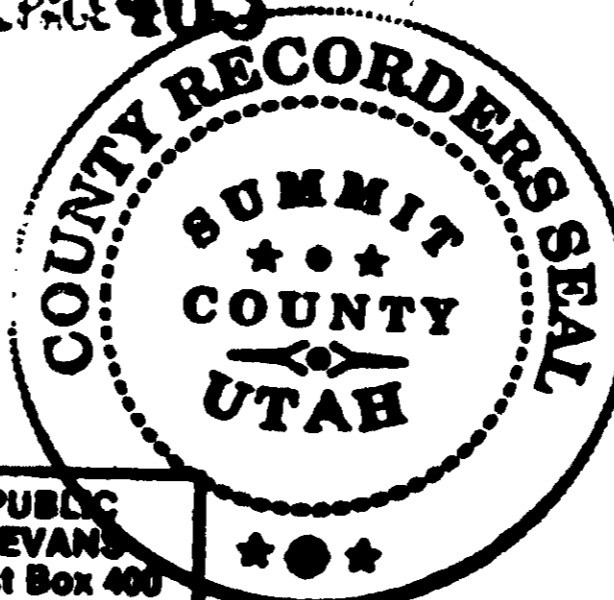
(seal)

My commission expires: 1-1-95 200. **601 PAGE 463**
County Recorder

STATE OF UTAH
COUNTY OF SUMMIT
On this 13th day of February A.D. 1991
I, [Signature] Notary Public, appeared before me
Albert F. Bingham
Earl L. Bingham the signer
of the above instrument, who duly
acknowledged to me that he executed
the same.

[Signature]
NOTARY PUBLIC

NOTARY PUBLIC
KATHY B. EVANS
Main & Forest Box 400
Brigham City, UT 84302
COMMISSION EXPIRES
FEB. 8, 1995
STATE OF UTAH



STATE OF IDAHO)
COUNTY OF Canyon) ss.

On the 9 day of February, 1991, personally appeared before me Marriner F. Bingham, as co-partner in B. A. Bingham & Sons, a partnership, the signer of the above instrument, who duly acknowledged to me that he executed the same.

Witness my hand and official seal.

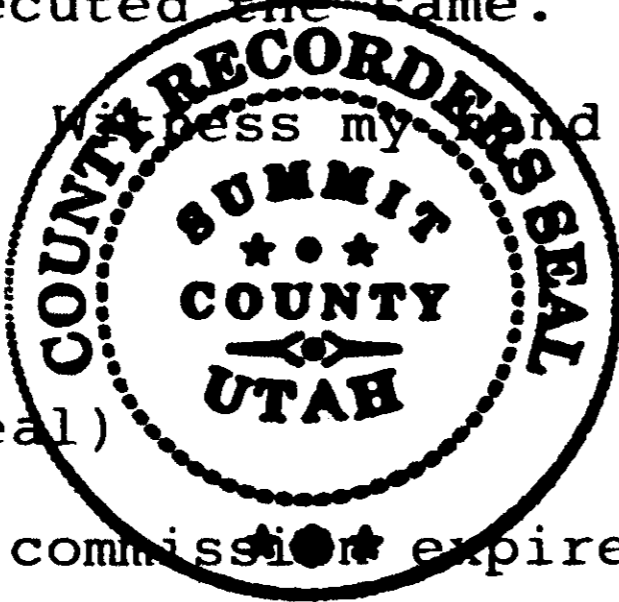


Rikki Yarrington
Notary Public

STATE OF UTAH)
COUNTY OF Summit) ss.

On the 6TH day of February, 1991, personally appeared before me David Bingham, who, being by me duly sworn, did say that he is the Attorney-in-Fact for Clifford H. Bingham, and that said instrument was signed in behalf of said Grantor by authority, and said David Bingham acknowledged to me that he as such Attorney-in-Fact executed the same.

Witness my hand and official seal.



Alan Spriggs
Notary Public
County Recorder
Coeville, Utah

STATE OF TEXAS)
COUNTY OF TARRANT) ss.

The foregoing instrument was acknowledged before me by JOSEPH F. CARROLL, Attorney-in-Fact for Union Pacific Resources Company, this 12TH day of MARCH, 1991.

Witness my hand and official seal.

Dorothy K. Moravek
Notary Public

(seal)
My commission expires:



UNION PACIFIC RESOURCES

To: Marriner Bingham
From: Dan Casper *DC*

It is further agreed:

1. Grantee, its successors and assigns, agree to protect and save Grantor harmless from all actions, claims and damages asserted by third parties arising out of or in any way incident to or connected with Grantee's operations.
2. The payment of the consideration specified above shall cover surface damages, but shall not release or ~~dislodge~~ ^{discharge} Grantee from responding in damages for injury to or death of livestock ~~or Grantor.~~ ^{of DC}
3. Grantee shall be liable for any damage caused by Grantee, its employees, agents, contractors or invitees to the surface outside the fifty foot wide easement.
4. In the future event that Grantee desires to construct, install, repair, or change the size of additional pipelines within the original easement, then Grantee agrees to pay an additional \$15.00 per rod minimum for additional surface damages for each such additional surface disturbance.
5. Grantee specifically agrees that upon termination of its operations hereunder, Grantee shall restore, reclaim, recontour and reseed the surface of the lands used as nearly as practicable to the conditions existing prior to the use contemplated herein.
6. Grantee agrees to make all reasonable efforts to control noxious weeds within the areas disturbed by its operations.
7. The cost of arbitration, if any, as addressed herein, shall be paid 1/3 (one-third) by Grantor, and 2/3 (two-thirds) by Grantee.

Marriner Bingham
Tom Bingham
Clifford Bingham
by Paul B. Bingham
Fred A. Bingham
Albert F. Bingham
Earl L. Bingham



5 NINTH STREET
ROCK SPRINGS, WYOMING 82901
PHONE (307) 362-7519

FAX NO. (307) 362-7569

JOHNSON-FERMELIA CO. INC.

CONSULTING ENGINEERS, ARCHITECTS AND SURVEYORS

LEGAL DESCRIPTION

November 30, 1990

JFCo File 2766-0390

IDENTIFICATION: UNION PACIFIC RESOURCES CO.
Pipeline Easement across lands
owned by B. A. Bingham and Sons

A strip of land, being 30.00 feet in width, located in Lot 4, Section 2, Township 2 North (T 2 N), Range 7 East (R 7 E), of the Salt Lake Base and Meridian, Summit County, Utah, and lying 15.00 feet each side of the following described centerline:

Beginning at a point which lies South 39°09'50" East a distance of 985.20 feet from the Northwest Corner of said Section 2, said point also being the centerline of U.P.R.C. Bingham 2-2;

Thence South 31°53'12" East a distance of 524.39 feet to End of Survey Station 5+24.39, said point also being the centerline of Exxon B.A. Bingham & Son, Inc. #1, from which said Northwest Corner lies North 36°38'15" West a distance of 1506.83 feet.

The total length of the above described centerline amounts to 524.39 feet or 31.781 rods or 0.099 miles, more or less.

The Basis of Bearing for the above described centerline is North 0°02'14" West, obtained by solar observation, along the West Line from the Southwest Corner to the West Quarter Corner of Section 3, Township 2 North, Range 7 East of the Salt Lake Base and Meridian.

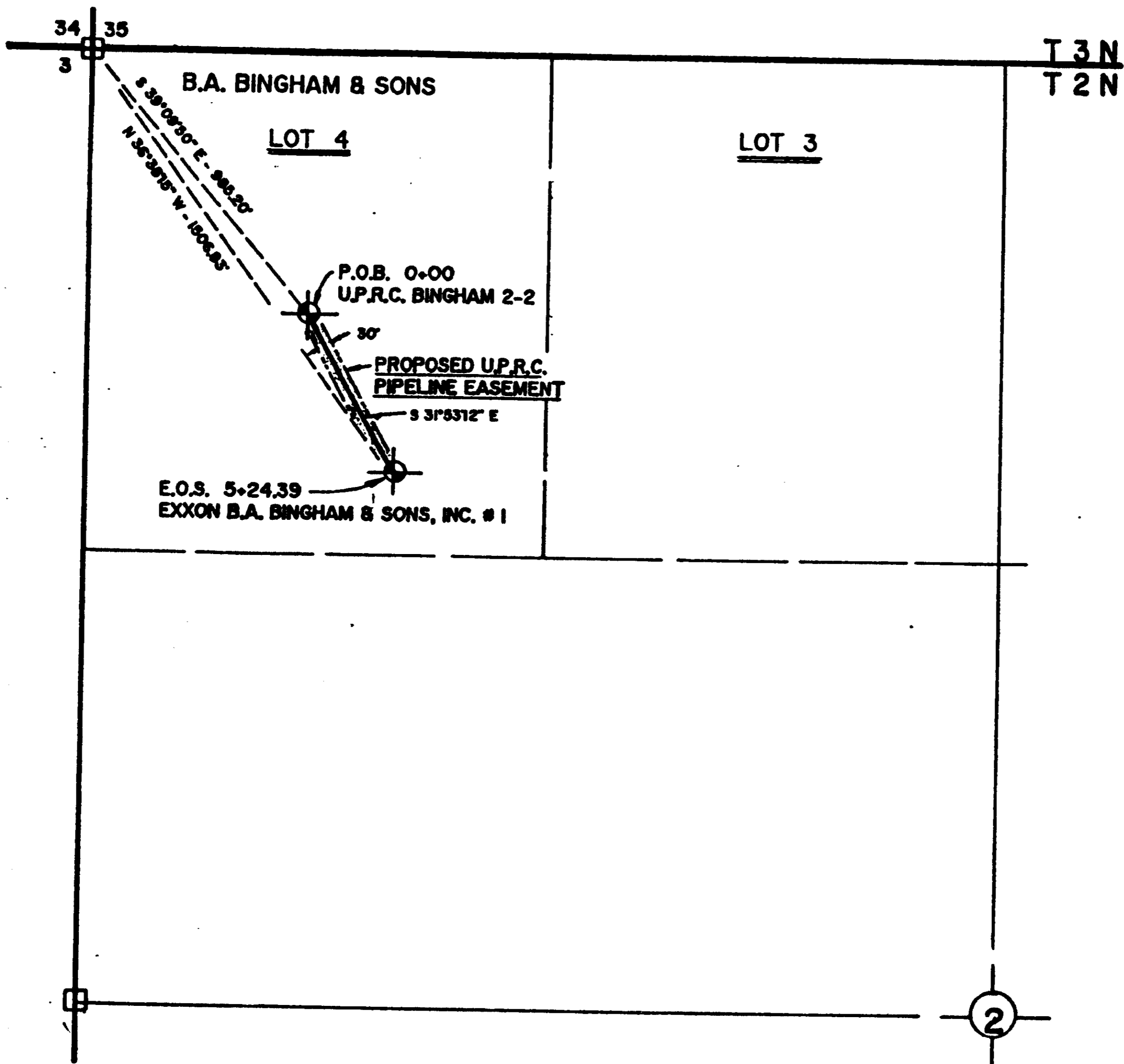
Prepared by:

Joseph W. Manatos
Joseph W. Manatos, Utah P.L.S. No. 4806

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EXHIBIT A
Page One

R 7 E



SCALE: 1" = 500'

EXHIBIT A
Page Two

300° 601 PAGE 467

JOHNSON - FERRELIA CO., INC.
CONSULTING ENGINEERS
ARCHITECTS AND SURVEYORS
1515 NINTH STREET
ROCK SPRINGS, WYOMING 82901
(307) 362-7519

Map Showing
UNION PACIFIC RESOURCES CO.
PROPOSED PIPELINE EASEMENT
SEC. 2, T 2 N, R 7 E, S 1 B. & M.
SUMMIT COUNTY, UTAH
NOVEMBER 30, 1990
JFC* JOHNSON 2766-0390

C. Short