

RIGHT OF WAY GRANT

ORIGINAL

RECORDED BY 1502

ALAMY COUNTY RECORDER

APR - 11 AM 9:46

338526

Union Pacific Resources

KNOW ALL MEN BY THESE PRESENTS: That B. A. Bingham, Sober, a partnership, 8560 North Highway 69 Honeyville, Utah 84311, 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 3: SE $\frac{1}{4}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$

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

and the right of unimpaird 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.

Tax I.D. No: 87-0399815

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

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  
by David Bingham  
David Bingham, Attorney-in-Fact for Clifford H. Bingham

GRANTEE:

UNION PACIFIC RESOURCES COMPANY

By: [Signature]  
Attorney-in-Fact

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.

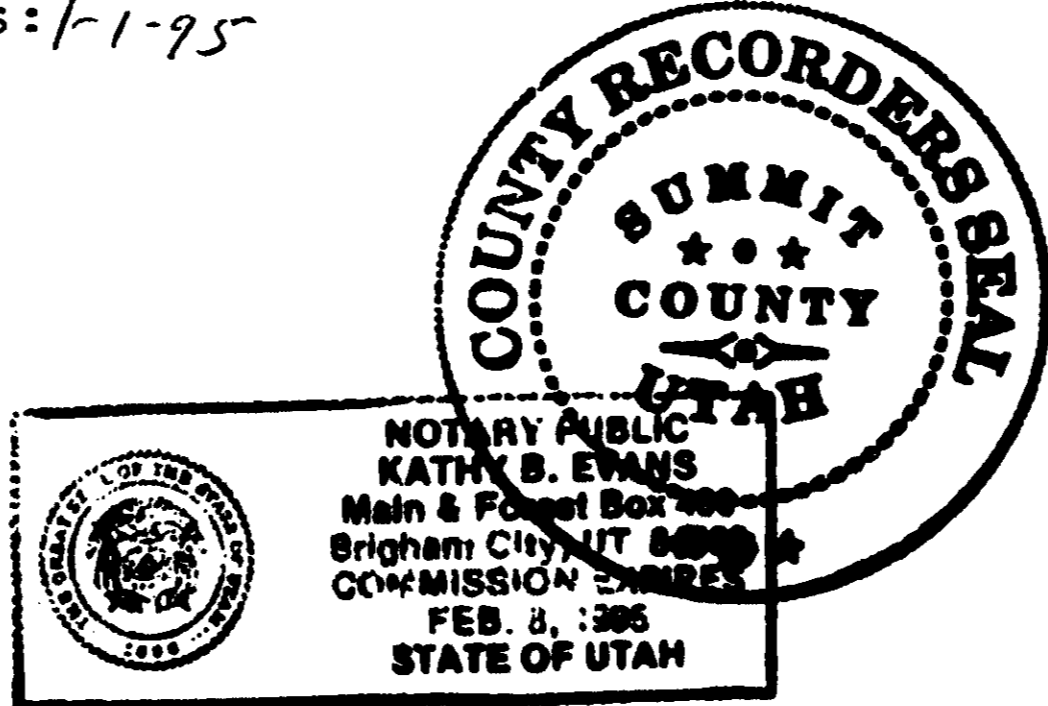
Witness my hand and official seal.

(seal)

My commission expires: 1-1-95

[Signature]  
Notary Public Colby Resende  
Coalville Utah

STATE OF UTAH )  
COUNTY OF SUMMIT )  
On the 13th day of February A.D. 1991,  
I, [Signature], Notary Public, personally 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.



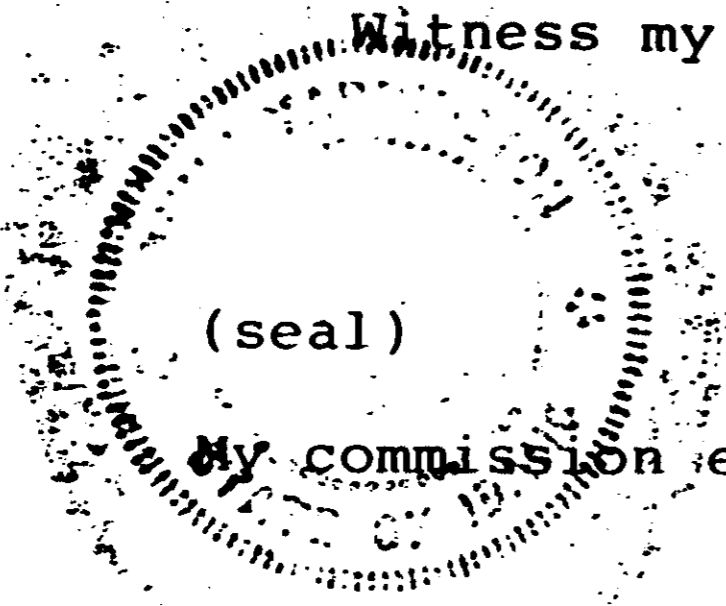
800-601 PAGE 476

STATE OF IDAHO )  
COUNTY OF Camden ) 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

Mikki Harrington  
Notary Public



(seal)

My commission expires: 2/23/95

STATE OF UTAH )  
COUNTY OF Summit ) ss.

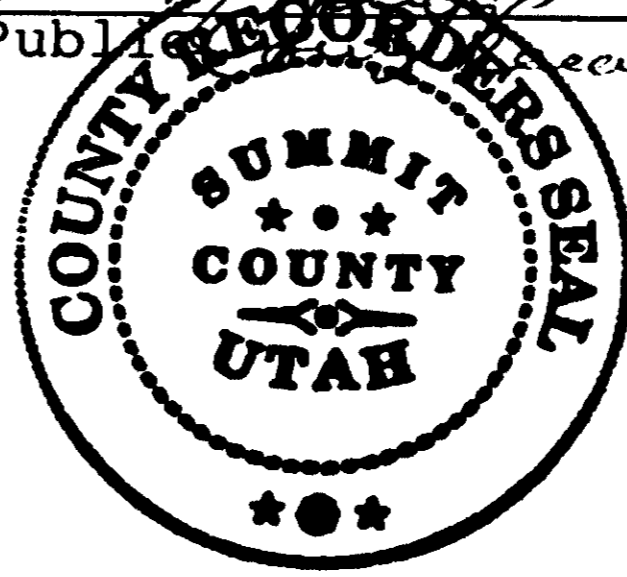
On the 6TH day of February, 1991, personally appeared before me David Bingham, who, being by me duly sworn, did say that he is the Attorney-in-Fact for Clifford H. Bingham, and that said instrument was signed in behalf of said Grantor by authority, and said David Bingham acknowledged to me that he as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

Witness my hand and official seal.

Alan J. [unclear]  
Notary Public

(seal)

My commission expires: 1-95  
Coalville, Utah



STATE OF TEXAS )  
COUNTY OF TARRANT ) ss.

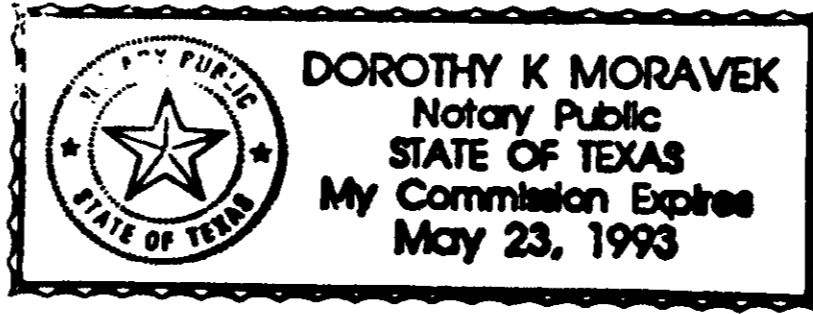
The foregoing instrument was acknowledged before me by JOSEPH F. CARROLL, Attorney-in-Fact for Union Pacific Resources Company, this 12th day of MARCH, 1991.

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~~ <sup>discharge</sup> Grantee from responding in damages for injury to or death of livestock ~~of Grantor~~ <sup>of DC</sup>.
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*  
*Dan R. Bingham*  
*Clifford H. Bingham*  
*by Dan R. Bingham*  
*Fred A. Bingham*  
*Albert F. Bingham*  
*Earl L. Bingham*



**JOHNSON-FERMELIA CO. INC.**

CONSULTING ENGINEERS, ARCHITECTS AND SURVEYORS

1515 NINTH STREET  
ROCK SPRINGS, WYOMING 82901  
PHONE (307) 362-7519

FAX NO. (307) 362-7569

LEGAL DESCRIPTION

November 5, 1990

Job No. 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 the East Half (E 1/2) of Section 3, Township 2 North, Range 7 East 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 45° 34' 37" East a distance of 2762.42 feet from the North Quarter Corner of said Section 3 said point also being the centerline well U.P.R.C. No. 1 Bingham 42-3.

Thence South 26° 09' 45" West a distance of 2063.64 feet to End of Survey Station 20+63.64 which is a point from which said North Quarter Corner lies North 15° 41' 03" West a distance of 3932.17 feet.

The total length of the above described centerline is 2063.64 feet or 125.069 rods or 0.391 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 L.S. No. 4806

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EXHIBIT A  
Page One

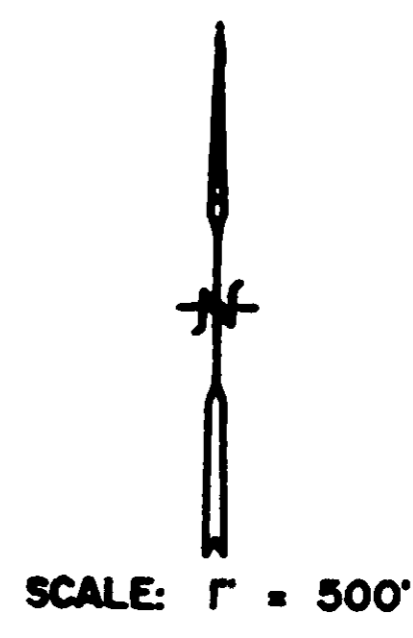
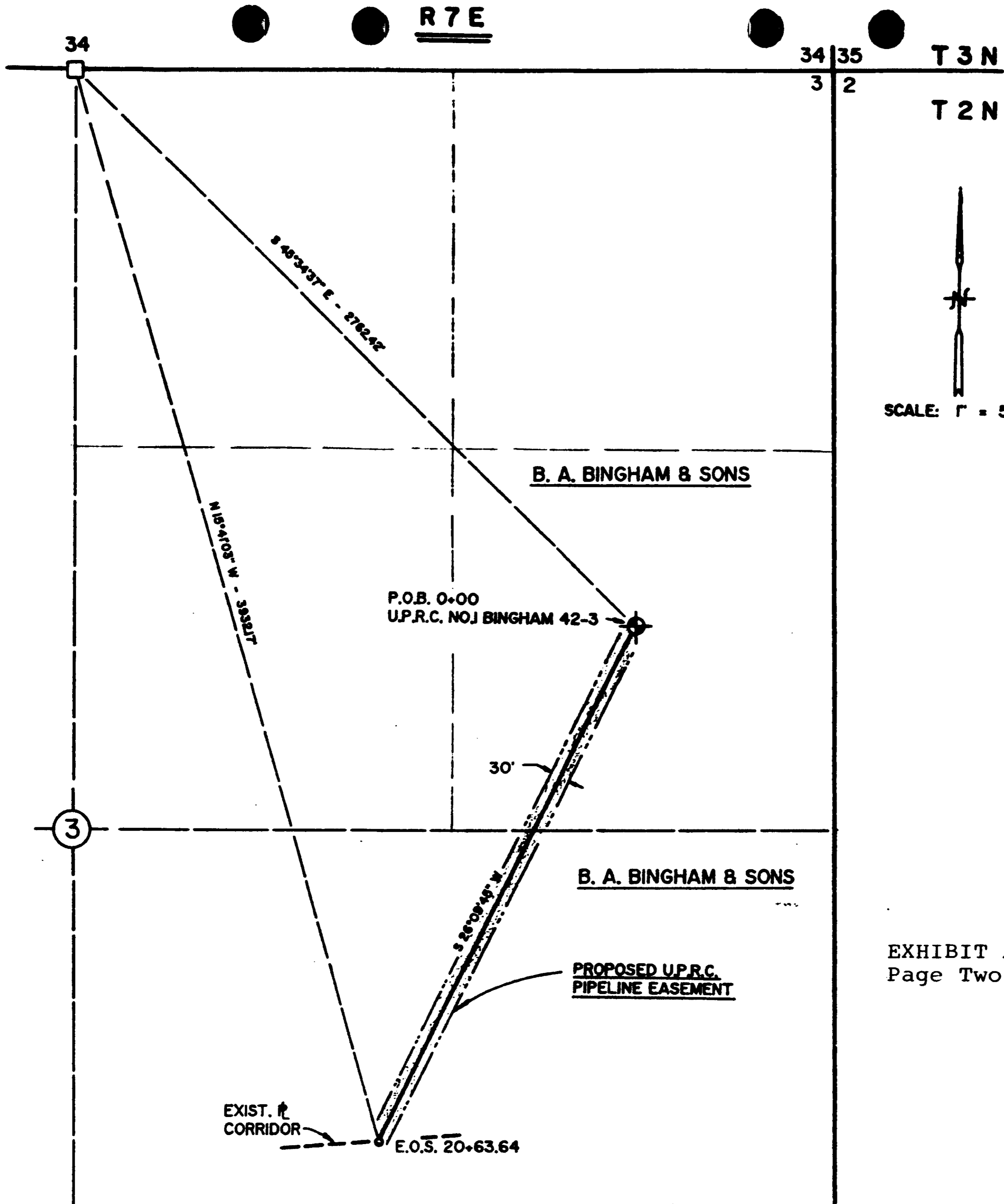


EXHIBIT A  
Page Two

300' **601** PRICE **480**

**JOHNSON - FERRELIA CO., INC.**  
CONSULTING ENGINEERS  
ARCHITECTS AND SURVEYORS  
1515 NINTH STREET  
ROCK SPRINGS, WYOMING 82901  
(307) 362-7519  
NO. 2766-0390

MAP SHOWING  
**UNION PACIFIC RESOURCES CO.**  
**PROPOSED PIPELINE EASEMENT**  
SEC. 3, T 2 N, R 7 E, S.L.B. & M.  
SUMMIT COUNTY, UTAH  
NOVEMBER 6, 1990