

RETURN RECORDED DOCUMENTS TO:
Williams Communications, Inc.
295 Chipeta Way
Mail drop 1131
Salt Lake City, UT 84108

00541754 8401266 F000637-00642
ALAN SPRIGGS, SUMMIT CO RECORDER
1999 JUN 15 13:18 PM FEE \$24.00 BY GSE
REQUEST: WILLIAMS COMMUNICATIONS

RIGHT OF WAY AND EASEMENT AGREEMENT

THIS RIGHT OF WAY AND EASEMENT AGREEMENT ("Agreement") is made this 28th day of May, 1999 between B.A. Bingham & Sons, A Utah General Partnership, whose mailing address is 8005 North 3600 West Honeyville, Utah 84314. ("Grantor") and Williams Communications, Inc., a Delaware corporation as a specialized communications common carrier and telephone public utility, whose mailing address is P.O. Box 22067, Tulsa, Oklahoma 74121, its successors and assigns, ("Grantee").

WITNESSETH

For and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby grants, sell and conveys unto Grantee, its successors and assigns, the perpetual easement and right of way (hereinafter, together with the rights and privileges herein granted, the "Easement"), together with all improvements located thereon, with a width and centerline as indicated below, to survey, construct, install, test, maintain, inspect, operate, protect, repair, upgrade, replace, abandon and remove underground communication system(s) together with necessary underground conduits, cables, wires, underground splicing boxes, and any other appurtenances thereto, at any time or times for the transmission of data or communications (including, without limitation, pipeline data) for and by others upon and along a route or routes on, in, over, under, through, and across the following described land (the "Property") located in the county of Summit, State of Utah, to wit:

SE/4 of Section 35, Township 3 North, Range 7 East of the S.L.B &M.

All of Section 2; SE/4 SE/4 of Section 3; All of Section 10; NW/4 NW/4 of Section 11, All in Township 2 North, Range 7 East of the S.L. B &M.

The Right of Way herein conveyed is more particularly described as being within that certain fifty (50) foot wide right of way conveyed to Kern River Gas Transmission Company by Instrument dated October 21, 1990 and recorded in Book 585, Page 25 of the records of Summit County, Utah.

together with the right of ingress and egress to, from and along the Easement and the right to use gates and existing roads for the aforesaid purposes (Grantee shall and does hereby agree to restore any damage to such land, gates, or roads caused by its use thereof) and together with a temporary easement to provide work space along and adjacent to the Easement as may be deemed necessary by Grantee.

The communications system(s) shall be installed across the Property within, and the temporary work space easement shall be limited to, the area of the Property on either side of an existing pipeline, as such pipeline is located as of the date of this instrument.

Grantee shall restore the surface of the Easement and temporary easement as nearly as reasonably practical to its original condition, grade and level after performing any construction or other work that disturbs the surface. Grantee shall cause reasonable payment to be made for actual damages to crops.

UT-SU-012

timber, and improvements of Grantor directly resulting from the exercise, now or in the future, of the rights herein granted.

Grantee shall place no above ground structures or improvements (except for markers at property lines, fence lines, road and stream crossings) upon the Easement.

Grantee agrees to comply with all State and Federal laws relating to the exercise of rights herein granted. Grantee agrees to indemnify and hold Grantor harmless from and against all third party claims which may result from the construction, operation and maintenance by Grantee, its agents or subcontractors, of said Easement facilities, including, but not limited to, injuries to or deaths of persons or animals, court costs and reasonable attorneys' fees.

Subject to the terms hereof, Grantee shall have all other rights and benefits necessary or useful to the full and complete enjoyment and use of the Easement and the temporary work space easement for the purposes stated herein.

No rights reserved to Grantor herein shall be deemed to expand rights reserved to Grantor under any other easement. No limitation herein on the rights of Grantee shall be deemed to limit rights heretofore granted by Grantor or its predecessors in interest under any other easement.

The terms and provisions of this Agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, personal representative, and heirs.

This instrument fully sets forth the terms and conditions of the Agreement. There are no oral or other written agreements between Grantor and Grantee that modify, alter, or amend this Agreement.

Grantor covenants that Grantor has the right to convey the Easement, including the rights and privileges set forth herein; and that Grantor shall execute such further assurances thereof as may be required.

Grantor represents and warrants that its representative signing below is duly authorized to execute this instrument on behalf of the Grantor.

TO HAVE AND TO HOLD the Easement, temporary work space easement, rights and privileges unto Grantee, its successors and assigns forever, and Grantor hereby binds Grantor, Grantor's heirs, executors, administrators, successors, and assigns, to warrant and forever defend all and singular the Easement, temporary work space easement, and the property, rights, privileges, and interests above-described, unto Grantee, its successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be signed hereto the day and year above written.

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WITNESSES:

Boyd M. Bingham

GRANTOR(S):

B.A. Bingham & Sons, A Utah General Partnership

Federal Identification Number

By: *Albert F. Bingham*
Albert F. Bingham, General Partner

By: *Earl L. Bingham*
Earl L. Bingham, General Partner

By: *Thomas M. Bingham*
Fred A. Bingham, General Partner
Thomas M. Bingham

By: *Clifford W. Bingham*
Clifford W. Bingham, General Partner

By: *Don R. Bingham*
Don R. Bingham, General Partner *for Myrtle N. Bingham Trust*

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By: _____
Marriner F. Bingham, General Partner

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



WITNESSES:

David M. Bingham

GRANTOR(S):

B.A. Bingham & Sons, A Utah General Partnership

Federal Identification Number

By: _____
Albert F. Bingham, General Partner

By: *Earl L. Bingham*
Earl L. Bingham, General Partner

By: _____
Fred A. Bingham, General Partner

By: *Clifford W. Bingham*
Clifford W. Bingham, General Partner

By: _____
Don R. Bingham, General Partner

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By: *Marriner F. Bingham*
Marriner F. Bingham, General Partner

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

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF Utah)
COUNTY OF Box Elder)^{SS}

On the 27th day of May, 1999, personally appeared before me Albert F. Bingham,
Earl L Bingham, Thomas M Bingham,
Clifford H Bingham and James W Bingham
as partners in B A Bingham & Sons LLC,
a partnership, the signers of the above instrument, who duly acknowledged to me that they
executed the same.

Witness my hand and official seal:

Karen B Bingham
Notary Public



My commission expires: Dec 2, 2002

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PARTNERSHIP ACKNOWLEDGEMENT

STATE OF Id)
COUNTY OF Canyon) ⁸⁸

On the 28 day of April, 1999, personally appeared before me _____
Marion J. Blingham

as partners in _____
a partnership, the signers of the above instrument, who duly acknowledged to me that they
executed the same.

Witness my hand and official seal:



Rashed E. Hartness
Notary Public
() 4-17-02

My commission expires: 4-17-02