

When Recorded Please Return To:
CONOCO INC.
Real Property Administration
P. O. Box 1267
Ponca City, OK 74603

Right of Way Agreement

FOR AND IN CONSIDERATION of the sum of Eighty and 56/100-----DOLLARS
(\$80.56-----) and other valuable consideration, in hand paid, the receipt of which is hereby acknowledged
H. J. Barnes, hereinafter referred to as "Grantor", does hereby grant unto PIONEER PIPE LINE COMPANY, a
Delaware corporation having offices at Ponca City, Oklahoma (Attn: Manager, RPA, P.O. Box 1267, Ponca City,
OK 74602-1267), hereinafter referred to as "Grantee", its successors and assigns, an easement to lay, maintain,
inspect, alter, repair, operate, protect, remove and relay a pipeline or pipelines, for the transportation of oil and
gas and products and by-products thereof, water and other substances, and such drips, valves, fittings, meters and
other equipment and appurtenances as may be necessary or convenient for such operations and, if necessary, to
construct, maintain, operate, remove and replace communication and control facilities upon, over, through and under
the following described land situated in MORGAN County, State of UTAH, to wit:

A tract of land located in the South Half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$) of Section 26,
Township 5 North, Range 1 East; centerline of said easement more particularly described on the
attached survey

Width of permanent right of way easement is forty (40) feet, being twenty (20) feet on either side
of the centerline. During any maintenance and/or construction on the pipeline, the easement width
will temporarily be expanded to sixty (60) feet, being thirty (30) feet on either side of the
centerline. Easement width to revert to forty (40) feet upon completion of said maintenance
and/or construction.

Grantee shall have the rights of ingress and egress to and from said line or lines, or any of them, for the
purposes aforesaid. Grantor hereby releases and waives for the purpose of this grant all rights under and by virtue
of the dower, homestead and homestead exemption laws, if any, of said state.

Grantor shall have the right to fully use and enjoy the said premises except as the same may be necessary
for the purposes herein granted to the said Grantee; and Grantee hereby agrees to pay any damages which may arise
to crops, pasturage, fences or buildings of said Grantor from the exercise of the rights herein granted. Grantee shall
have the right to change the size of its pipes, the damages, if any, in making such change to be paid by the said
Grantee. Grantor agrees not to build, create or construct any obstruction, engineering works, or other structure
within the right of way easement nor permit same to be done by others.

Any pipeline or pipelines constructed by Grantee across lands under cultivation shall, at the time of
construction thereof, be buried to such depth as will not interfere with such cultivation, except that at option of
Grantee any such line may be placed above any stream, ravine, ditch, or other watercourse.

Should more than one line be laid under this grant at any time, an additional consideration, calculated on
the same basis per lineal rod as the consideration hereinabove recited, shall be paid for each line so laid after the
first line.

It is agreed that any payment due hereunder may be made direct to said Grantors or any one of them.

This Right of Way Agreement may be assigned by Grantee, its successors and assigns, in whole or in part,
vesting in any other person, firm or corporation the ownership of one or more pipelines or an undivided interest
therein and/or communication lines, with full rights of ingress and egress for the maintenance, repair, operation,
replacement and removal thereof.

The terms, conditions and provisions hereof shall extend to and be binding upon the heirs, executors,
administrators, personal representatives, successors and assigns of the parties hereto.

WITNESS the execution hereof the 19th day of November 1992.

In the presence of:

X [Signature]
X _____

X [Signature]
H. J. Barnes
(demonstrated)
X _____

529-24-3017
Social Security/Tax ID No.

Entry No.	<u>62895</u>	Book	<u>ME21</u>
RECORDED	<u>11/30/92</u>	Page	<u>337</u>
REGULATED	<u>First Nat'l Bank</u>		
FILED	<u>9.00</u>	Co. Recorder	<u>[Signature]</u>

STATE OF Washington §
COUNTY OF Whitman §

The foregoing instrument was acknowledged before me this 15 day of Nov, 1992
by _____

Witness my hand and official seal.

[Signature]
Notary Public
Whitman County

My Commission Expires:
May 25, 1993

Tract _____
System PPL
Roda 26.9
Check No. 00000882
Charge afe 81-0663, 412-81-2150-2-663-2-52-\$80.56

