

DIST BF 1-97

Return to
Mark Whitlock
1407 W. No. Temple
Salt Lake City, Utah 84140

RC: _____ WO: 01243402

DISTRIBUTION RIGHT OF WAY EASEMENT

For value received, B.A. Bingham & Sons Partnership
(Grantor) hereby grants to FaciliCorp, an Oregon corporation, its successors and assigns (Grantee), an easement for a right of way 10 feet in width for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power distribution lines and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchors, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults and cabinets, along the general course now located by Grantee on, over or under the surface of the real property of Grantor in Summit County, State of Utah, more particularly described as follows or as more particularly described and/or shown on Exhibit "A" attached hereto and by this reference made a part hereof:

Situate in a portion of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 2, Township 2 North,
Range 7 East., Salt Lake Meridian

00493792 Bk01099 Pg00251-00259

ALAN SPRIGGS, SUMMIT COUNTY RECORDER
1997 DEC 03 08:32 AM FEE \$26.00 BY DMG
REQUEST: UTAH POWER & LIGHT COMPANY

Assessor's Map No. _____ Tax Parcel No. _____

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way and adjacent lands clear of all brush, trees, timber, structures and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor erect or permit the erection of any buildings or structures of any kind or nature, or place or use or permit any equipment or material of any kind that exceeds 12 feet

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in height, or light any fires, or place or store any flammable materials (other than agricultural crops), on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for roads, agricultural crops and other purposes not inconsistent with the purposes for which this easement has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns; and this easement shall terminate if and when Grantee shall have abandoned all use of the right of way and no longer has any future need therefor.

Signed this 14 day of November, 1997.

Clifford H. Bingham

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Utah)
County of Box Elder)^{ss.}

This instrument was acknowledged before me on November 14, 1997, by

Notary Public
My Commission Expires _____

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF Utah)
County of Box Elder)^{ss.}


This instrument was acknowledged before me on November 14, 1997, by

Clifford H. Bingham as Partner
of B.A. Bingham & Sons Partnership



Florence Hansen
Notary Public
My Commission Expires 5/1/98


THE FACE OF THIS CHECK IS PRINTED IN RED AND BLUE INK ON WHITE PAPER.

 Union Pacific Resources Company	801 Cherry Street Fort Worth, Texas 76102	NationsBank of Georgia, N.A. Atlanta, DeKalb County, Georgia
--	--	---

	DATE 09/03/97	CHECK NO. 10209532	NET AMOUNT *****439.74
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PAY
 FOUR HUNDRED THIRTY-NINE DOLLARS AND 74 CENTS

OPERATING ACCOUNT 64-1278
 NOT VALID AFTER 180 DAYS 611

TO THE ORDER OF	B A BINGHAM & SONS 8005 N 3600 W HONEYVILLE, UT 84314	 TREASURER
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THE BACK OF THIS DOCUMENT CONTAINS A FACSIMILE WATERMARK - CAN BE VIEWED AT AN ANGLE

⑈10209532⑈ ⑆061112788⑆ 010 117 1347⑈

SEND INQUIRIES TO P.O. BOX 2995
 FORT WORTH, TEXAS 76113-2995

VENDOR NO. 461750 UNION PACIFIC RESOURCES COMPANY CHECK NO. 10209532
 Any questions, please call UPR's Automated AP Inquiry System 1-800-370-9867

VOUCHER NUMBER	INVOICE NUMBER	PURCHASE ORDER	INVOICE DATE	AMOUNT	DISCOUNT	NET AMOUNT
09-AP-820 X7452 C COO	CR461750197 PER		09/02/97	439.74	0.00	439.74
TOTALS				439.74	0.00	439.74

00493792 Bk01099 Pg00253



A Subsidiary of Union Pacific Corporation

801 CHERRY STREET
FORT WORTH, TEXAS 76102

NationsBank
Nation Bank of Texas, N.A.

MO. DAY YR.

09-11-97 PAY

Dollars and Cents
TWO HUNDRED FIFTY DOLLARS AND 00/100*****

AMOUNT
\$ 250.00
NOT TO EXCEED \$2,000.00

No. 1005859

PAY TO THE ORDER OF

B.A. BINGHAN & SONS PARTNERSHIP
8005 NO. 3600 WE.
HONEYVILLE, UTAH 84314

WORKING FUND ACCOUNT 322
NOT VALID AFTER 60 DAYS 1110
[Signature]

⑆1005859⑆ ⑆111000025⑆ ⑆1390001909⑆

FORM FS-009 (05-94)

No. 1005859

DATE	AMOUNT	CODING	DESCRIPTION
09-11-97	\$ 250.00	A2447	FIVE POWER POLES IN SEC. 2T2NR7E

DETACH STATEMENT BEFORE DEPOSITING CHECK

RIGHT OF WAY GRANT

KNOW ALL MEN BY THESE PRESENTS: That B.A. Bingham & Sons Partnership, 8005 North 3600 West, Honeyville, UT 84314 hereinafter called "Grantor", for and in consideration of the sum of Ten Dollars (\$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, Fort 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 on, over, and through the following described land in Summit County, State of Utah, to-wit:

Township 2 North-Range 7 East Section 2: SW1/4

The easement granted herein shall be a width of fifty (50) feet and shall be located as depicted in Exhibit A attached to this grant.

TO HAVE AND TO HOLD said easement from unto Grantee from the date hereof until one (1) year following the abandonment of all pipelines constructed hereunder. Grantor will warrant and forever defend all and singular said premises unto the Grantee against every person whomsoever lawfully claiming the same or any part thereof.

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 the above described lands to and from said easement.

This Grant is initially made for, and the consideration paid to Grantor is intended to cover, several pipelines to be constructed simultaneously by Grantee within the easement. In the event Grantee elects to construct one or more subsequent pipelines within the easement, or to conduct other excavation operations to inspect, maintain, repair, alter, change the size of, or replace the initial pipelines or any pipelines subsequently constructed by Grantee within the easement,

Grantee shall pay Grantor the additional sum of Fifteen Dollars (\$15.00) per rod of the easement affected by such excavation operations.

In addition to the consideration paid for this Grant and for subsequent excavation operations as provided above (which consideration is intended to cover damages to growing crops and other damages to the easement lands associated with such excavation operations), Grantee shall pay Grantor for any actual damages to fences and other existing improvements of Grantor directly resulting from Grantee's exercise of the rights herein granted. If Grantee's construction or operation of pipelines under this Grant shall result in actual physical damages to Grantor's lands outside the fifty (50) foot easement created under this Grant, Grantee shall pay Grantor for all such damages directly caused by its operations. Grantee shall indemnify Grantor from and against any environmental cleanup costs directly caused by a release of hazardous substances from Grantee's pipelines constructed hereunder.

If the amount of any damages provided for herein 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 Grantor, one by 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 costs of arbitration shall be paid equally by Grantor and Grantee.

Any pipeline constructed by Grantee hereunder shall be buried to a depth of least forty (40) inches so as not to interfere with the present manner and method of cultivation, provided however, that Grantee may construct its pipelines above the channel of any stream, ravine, ditch, or water course.

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 or construct, (or permit to be built or constructed), any structure or obstruction, or impound water or other substance, or materially change the grade on or over the easement granted herein.

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

ACKNOWLEDGMENTS

STATE OF _____)

) SS.

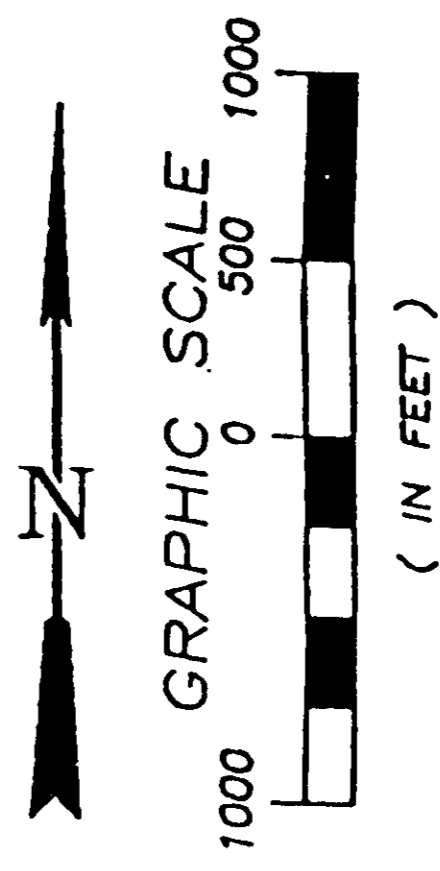
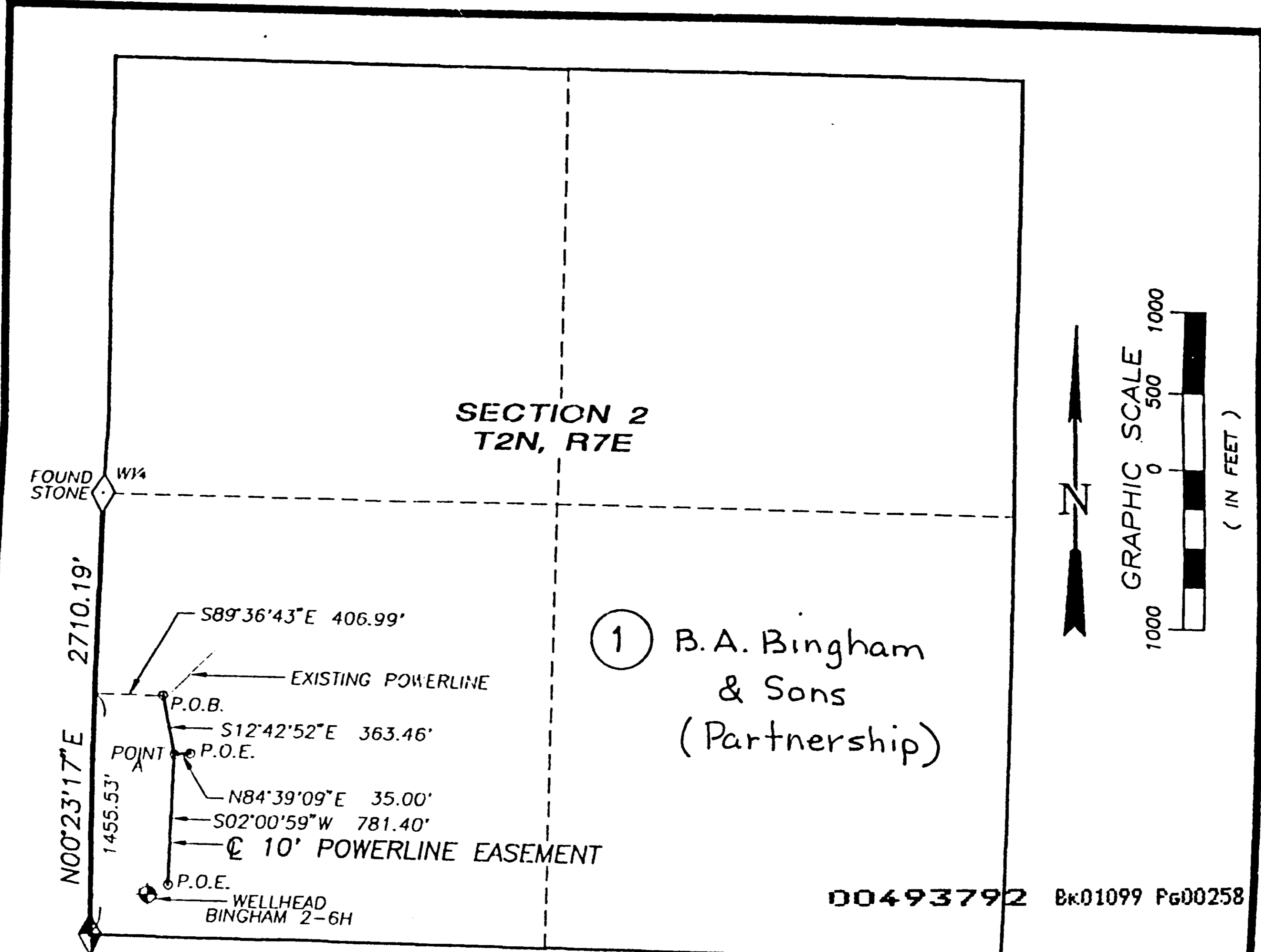
COUNTY OF _____)

On this _____ day of _____, 1997 before me personally appeared _____, to me known to be person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and official seal _____

My Commission Expires

Notary Public



① B. A. Bingham & Sons (Partnership)

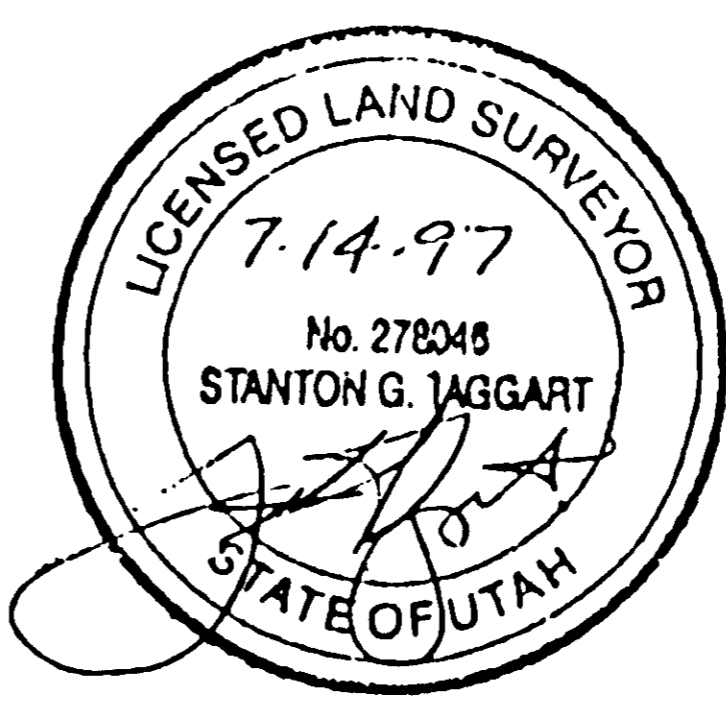
00493792 Bk01099 Pg00258

S.W. SECTION T2N R7E FOUND STONE

CERTIFICATE OF SURVEYOR

STATE of WYOMING)
COUNTY of UINTA) ss

I, STANTON G. TAGGART, OF UINTA ENGINEERING AND SURVEYING, INC. HEREBY STATE THAT I AM BY OCCUPATION A PROFESSIONAL LAND SURVEYOR EMPLOYED BY UNION PACIFIC RESOURCES TO MAKE THE SURVEY OF THE POWERLINE EASEMENT DESCRIBED AND SHOWN ON THIS PLAT; THAT THE SURVEY OF SAID WORKS WAS MADE UNDER MY SUPERVISION AND UNDER MY AUTHORITY AND THAT SUCH SURVEY IS ACCURATELY REPRESENTED ON THIS PLAT.



UNION PACIFIC RESOURCES BINGHAM 2-6H WELL POWERLINE EASEMENT

AN EASEMENT FOR A POWERLINE LOCATED IN THE SW 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 7 EAST, OF THE SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH, BEING 10.00 FEET WIDE, 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINES:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 2 AND RUNNING THENCE N 00°23'17" E, 1455.53 FEET ALONG THE WEST LINE THEREOF;
 THENCE S 89°36'43" E, 406.99 FEET TO THE POINT OF BEGINNING;
 THENCE S 12°42'52" E, 363.46 FEET TO A POINT TO BE KNOWN AS "POINT A";
 THENCE S 02°00'59" W, 781.40 FEET TO THE POINT OF ENDING OF THIS PART OF THE EASEMENT.

ALSO, BEGINNING AT SAID "POINT A" AND RUNNING THENCE N 84°39'03" E, 35.00 FEET TO THE POINT OF ENDING OF THIS PART OF THE EASEMENT.

SAID PARTS BEING 1179.86 FEET OR 71.507 RODS, MORE OR LESS, IN LENGTH.

Map Showing UNION PACIFIC RESOURCES POWERLINE EASEMENT for the U.P.R. 2-6H WELL in the SW 1/4 of SECTION 2 T2N, R7E, SLB&M SUMMIT COUNTY, UTAH

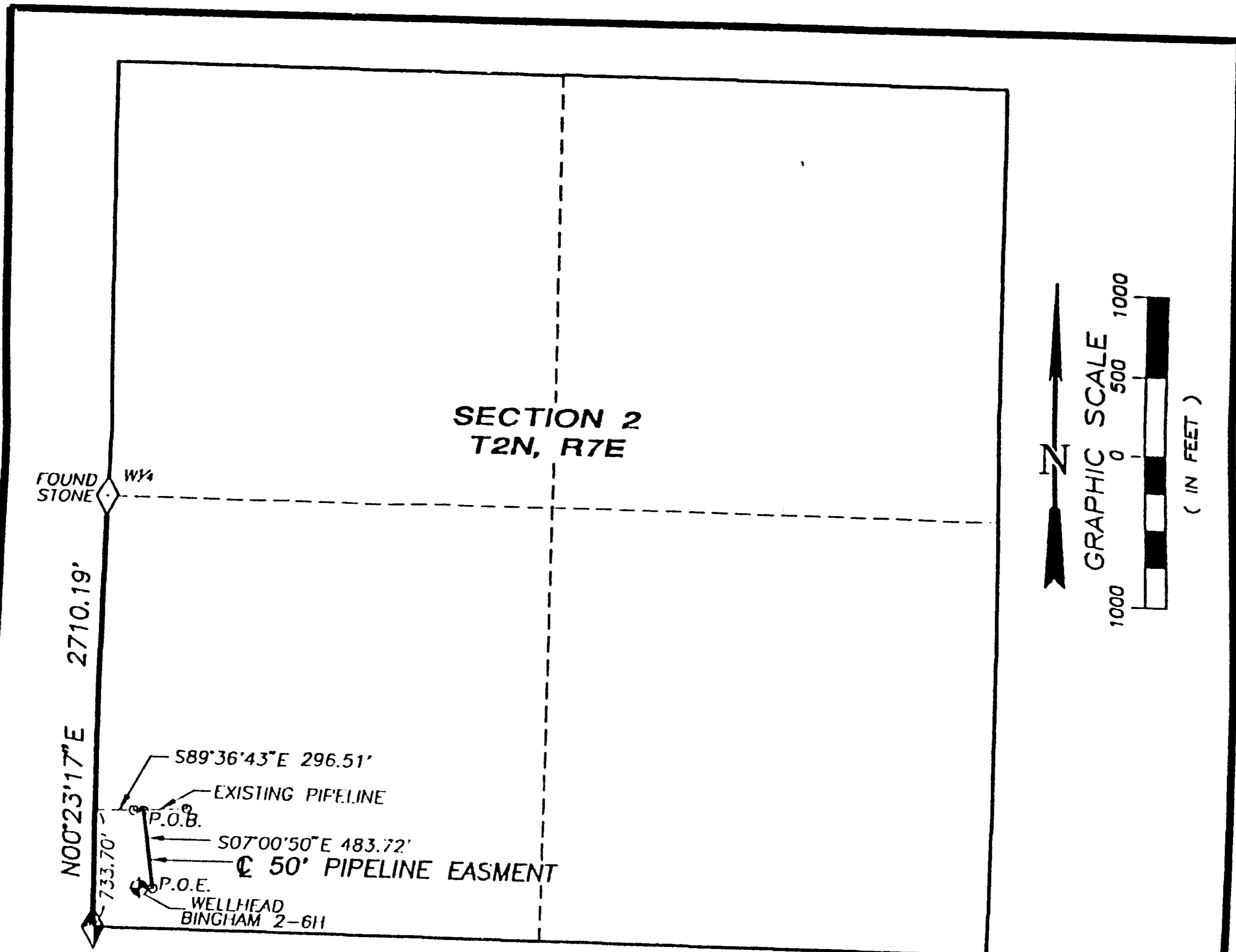
UINTA ENGINEERING & SURVEYING, INC.
808 MAIN STREET
EVANSTON, WYOMING 82930
(307) 789-3602

EXHIBIT "A"

ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESS OR IMPLIED, THAT I MAY HAVE TOWARDS THE SUBJECT PROPERTY.

PN 01243402

DATE: 07/14/97 JOB #: 97-26-00
DISK #: 170 FILE: 26-06-10
DRAWN BY: T.M. HAYS



S.W. SECTION 2
T2N R7E
FOUND STONE

CERTIFICATE OF SURVEYOR

STATE of WYOMING)
COUNTY of UTAH) ss

I, STANTON G. TAGGART, OF UTAH ENGINEERING AND SURVEYING, INC. HEREBY STATE THAT I AM BY OCCUPATION A PROFESSIONAL LAND SURVEYOR EMPLOYED BY UNION PACIFIC RESOURCES TO MAKE THE SURVEY OF THE PIPELINE EASEMENT DESCRIBED AND SHOWN ON THIS PLAT; THAT THE SURVEY OF SAID WORKS WAS MADE UNDER MY SUPERVISION AND UNDER MY AUTHORITY AND THAT SUCH SURVEY IS ACCURATELY REPRESENTED ON THIS PLAT.

**UNION PACIFIC RESOURCES
BINGHAM 2-6H WELL
PIPELINE EASEMENT**

AN EASEMENT FOR PIPELINE PURPOSES LOCATED IN THE SW1/4 SW1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 7 EAST, OF THE SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH, BEING 50.00 FEET WIDE, 25.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

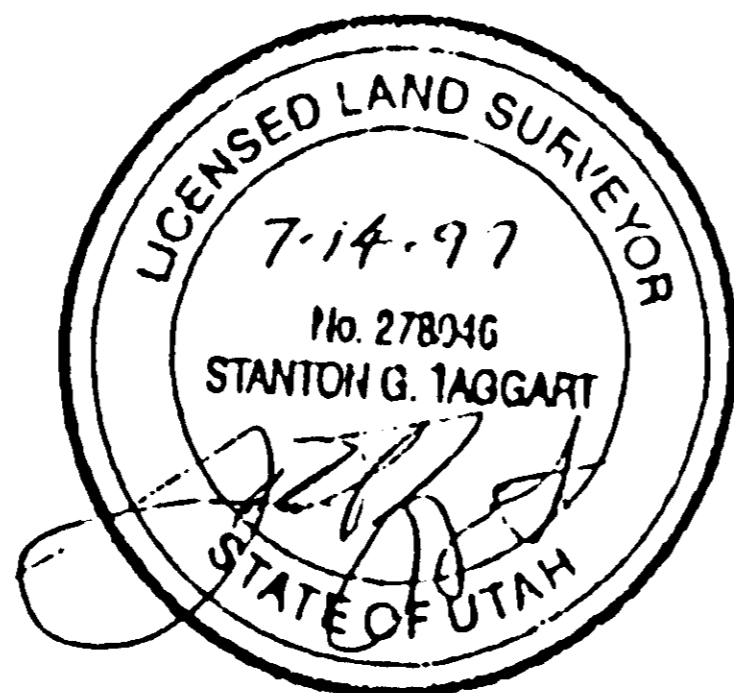
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 2 AND RUNNING THENCE N 00°23'17" E, 733.70 FEET ALONG THE WEST LINE THEREOF;

THENCE S 89°36'43" E, 296.51 FEET TO THE POINT OF BEGINNING. SAID POINT LYING ON AN EXISTING U.P.R. PIPELINE RIGHT-OF-WAY;

THENCE S 07°00'50" E, 483.72 FEET TO THE POINT OF ENDING OF THE EASEMENT, SAID POINT LYING ON THE U.P.R. BINGHAM 2-6H WELL SITE.

SAID EASEMENT BEING 483.72 FEET OR 29.316 RODS, MORE OR LESS, IN LENGTH.

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**Map Showing
UNION PACIFIC RESOURCES
PIPELINE EASEMENT for the
U.P.R. 2-6H WELL in the
SW1/4 of SECTION 2
T2N, R7E, SLB&M
SUMMIT COUNTY, UTAH**

UINTA ENGINEERING & SURVEYING, INC.
808 MAIN STREET
EVANSTON, WYOMING 82930
(307) 789-3602

DATE: 07/14/97 JOB #: 97-26-10
DISK #: 170 FILE: 26-08-10
DRAWN BY: TIM HAWS

ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESS OR IMPLIED, THAT I MAY HAVE TOWARDS THE SUBJECT PROPERTY.