

# EASEMENT CONTRACT

FOR AND IN CONSIDERATION OF THE SUM OF Two Thousand & no/100 <sup>97B</sup> ~~One Thousand Six Hundred Ten~~ DOLLARS  
 (\$ 2,000.00 ~~1,610.00~~ ), the receipt of which is hereby acknowledged, the undersigned, herein called Grantor (whether one or more), hereby grants, sells, conveys, and warrants to Amoco Pipeline Company, a

Maine corporation, its successors and assigns, herein called Grantee, an easement for the purpose from time to time of constructing, operating, inspecting, maintaining, protecting, repairing, replacing, changing the size of, and removing a pipeline or pipelines for the transportation of oil, gas, water, any other substances whether fluid or solid, any products and derivatives of any of the foregoing, and any combinations and mixtures of any of the foregoing, upon and along a route to be selected by Grantee on, over, and through the following described land located in Summit County, State of Utah, to wit:

The Northwest Quarter (NW/4) of Section 2, and that part of the East Half (E/2) of Section 3 South and East of the Chalk Creek Road in Township 2 North, Range 7 East; That part of Section 35 South and East of the Chalk Creek Road in Township 3 North, Range 7 East, except for an irregular parcel of land in the East Half of the North East Quarter containing approximately 43 acres.

Section XXXXXXX Township XXXXXXXXXX Range XXXXXXXX, together with the right of ingress and egress to and from said pipeline or pipelines, or any of them, on, over, and across said land and adjacent land of Grantor with the further right to maintain the easement herein granted clear of trees, undergrowth, and brush to the extent Grantee deems necessary to the exercise of the rights granted herein.

Grantor shall be paid an additional consideration calculated on the basis of 2.50 per lineal rod for each pipeline constructed from time to time under this grant after construction of the first pipeline. It is agreed that all of said pipelines shall be located within a strip of land fifty (50) feet in width, the center line of which shall be the center line of the first pipeline hereafter installed by Grantee on, over, and through said lands.

Grantor shall have the right to use and enjoy the above described premises; provided, however, Grantor shall not exercise such use and enjoyment in a manner that will impair or interfere with the exercise by Grantee of any of the rights herein granted. Grantor agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, lake, engineering works, or other structure over or on said easement. Grantee agrees to pay for damages to growing crops, pasturage, timber, fences, drain tile, or buildings of Grantor resulting from the exercise of the rights herein granted; provided, however, that after the first pipeline has been constructed hereunder, Grantee shall not be liable for damages caused on the easement by keeping said easement clear of trees, undergrowth, and brush in the exercise of the rights herein granted.

It is agreed that any payment due hereunder may be made direct to said Grantor or any one of them. Any pipeline or pipelines constructed under this grant across lands under cultivation shall be buried to such a depth as will not interfere with ordinary cultivation at the time of construction.

The terms, conditions, and provisions of this contract shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto. The easement and rights herein granted may be leased or assigned in whole or in part.

TO HAVE AND TO HOLD said easement, rights, estates, and privileges unto Grantee, its successors and assigns, so long as said easement is used for the purposes granted herein.

INDEXED: \_\_\_\_\_  
 GRANTOR: AB  
 GRANTEE: AB  
 RELEASED: \_\_\_\_\_  
 ABSTRACTED: \_\_\_\_\_  
 STAMPED: \_\_\_\_\_

Entry No. 134415 M86  
 RECORDED 10-29-76 9:43 257.8  
George A. Abbey  
 \$ 4.00  
 INDEXED \_\_\_\_\_  
 Vanda Y. Spanggo

IN WITNESS WHEREOF, Grantor has executed this instrument this 26 day of May, 1976.

Signed, sealed, and delivered in the presence of:  
Albert F Bingham

B. A. Bingham and Sons (Seal)  
 By Albert F Bingham (Seal)  
 Vice President

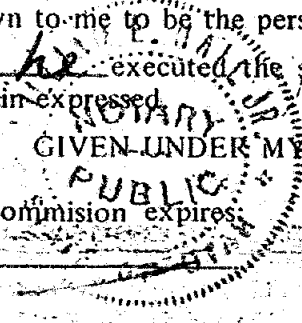
\_\_\_\_\_  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)

ACKNOWLEDGMENT

THE STATE OF Utah  
COUNTY OF Box Elder } ss

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Albert F. Brigham and n/a  
known to me to be the person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 26<sup>th</sup> day of May, A.D. 1976  
My commission expires: \_\_\_\_\_  
William E. Hall  
Notary Public



ACKNOWLEDGMENT

THE STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ } ss

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_ and \_\_\_\_\_  
known to me to be the person who executed the within and foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_.  
My commission expires: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

	Line No.						
Series		FROM	TO	Line			

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WHEN RECORDED RETURN TO:  
GEORGE A. ABBEY  
AMOCO PIPELINE COMPANY  
700 SECURITY LIFE BLDG.  
DENVER, CO. 80202