

96,106
493-A1
493-A1

LOCATION AGREEMENT

THIS LOCATION AGREEMENT made and entered into this 8th day of November, 1977, by and between B.A. Bingham and some Inc. of Honeyville, Utah, hereinafter referred to as "Owner" and AMOCO PRODUCTION COMPANY, having its regional office in Riverton, Wyoming, hereinafter referred to as "Lessee".

W-I-T-N-E-S-S-E-T-H:

WHEREAS Owner has previously entered into a surface owners' agreement with Champlin Petroleum Company covering:

The W/2 and the SE/4 of Section 25, Township 2 North, Range 7 East of the 6th P.M., Summit County, Utah. Champlin 493 Amoco "A" Well #1, Location: SE/4 NW/4 Section 25, T2N-R7E, Summit County, Utah.

WHEREAS Lessee has previously entered into an oil and gas lease with Champlin Petroleum Company covering, with other lands the lands covered by such surface owners' agreement; and

WHEREAS Owner and Lessee have agreed upon the location at which drilling upon such lands may be conducted (the drilling site) and upon the access road to and from the drilling site, and upon certain damages payable to Owner therefore;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained and other good and valuable consideration passing between the parties, the adequacy and receipt of which consideration is acknowledged, it is agreed as follows:

1. The parties hereto agree that Lessee may drill a well at the location shown on the attached plat, at which location Lessee may construct a drill site to be used in such drilling. In addition, the parties agree that Lessee may use as a means of ingress and egress to and from such drilling site the access road also shown on the attached plat.*
2. This agreement shall run concurrently with the surface owners' agreement and shall terminate upon termination of such agreement.*
3. Upon request, the Owner shall be entitled to such information as may be within the custody of Lessee disclosing whether water sands are encountered and an estimate of the amount of water, if any, encountered.
4. Lessee shall indemnify and hold Owner harmless from any injury or damages occasioned by Lessee's activities on Owner's lands and shall be responsible to the Owner for all the damages done to Owner's houses, fences, gates, livestock, tanks, and other improvements which may be damaged by Lessee's operations on Owner's lands but not located within the drill site or covered by the provisions contained herein relative to access roads.
5. Lessee shall pay the Owner liquidated damages for the drill site and for each rod traversed by the access road.
6. Lessee agrees to abide by the operational instructions set forth upon the attached sheet.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written.

* The right to ingress and egress and the term thereof shall be in all events governed by the provisions contained in the Right-of-Way Agreement between the parties.

OWNER: B.A. Bingham & some Inc.
By Albert F. Bingham v. Pres.
Earl L. Bingham Sec.

LESSEE: Amoco Production Company

M. J. Keenan IT's Attorney IN Fact

APPROVED
9/7/77

Entry No.	<u>143391</u>	Book	<u>M. 107</u>
RECORDED	<u>12.30.77</u>	at	<u>9:21 A.M</u>
REQUEST of	<u>Amoco Production Co.</u>		
FEE	WANDA Y. SPRIGGS, SUMMIT CO. RECORDER		
\$	<u>9.50</u>	By	<u>Wanda Y. Spriggs</u>
INDEXED	APPROVED		

BOOK #107 PAGE 71

OPERATIONAL INSTRUCTIONS

1. All drilling pits constructed by Lessee shall be adequate to contain all drilling mud used. Drill sites shall be dressed and leveled after Lessee's operations have been concluded.
2. All gates shall be left open or closed as found. In those instances where roads cross existing fence lines, cattle guards will be installed.
3. All operations shall be conducted in a fair and reasonable manner, and all necessary precautions shall be taken to avoid any damage, other than normal wear and tear to gates, roads, bridges, culverts, cattle guards, fences, dams, dikes, or other stock watering facilities. All damage in excess of ordinary wear and tear to the above named facilities shall be reported to the Owner within twenty-four (24) hours and shall be repaired immediately as nearly as possible to the condition existing prior to such operation. Any public hazard such as a damaged bridge or culvert, caused by operations of lessee shall be marked or barricaded and proper steps taken for the repair thereof.
4. Except for use on the drill site, bulldozers shall not be used without special permission from the Owner. Bulldozing which would only create gullying or create a bog will be avoided at all times. Bulldozing to remove winter snow on the access roads shall be permitted on the drill site which shall not exceed four acres.
5. Water from Owner's existing wells, springs and reservoirs shall not be taken in any amount except by specific permission of the Owner.
6. When important alterations except those made on the drill site have to be made to the land surface (i.e., filling in of a drainage ditch, the construction of a new road), the owner shall be first notified and the land shall be returned as nearly as possible to its original condition by the Lessee immediately upon the completion of the need for such alteration.
7. If the Lessee drills and completes a water well, Lessee agrees to give such water well to the Owner prior to plugging and abandoning such water well, and Owner shall have full responsibility for complying with all applicable rules and regulations relative to obtaining an appropriation or plugging, as applicable, from the State Engineer authorizing the maintenance of such well.
8. Road to well site and loading pens will be graveled with a good pit-run gravel. Large stones will not be left on road.

BOOK # 107 PAGE 8

STATE OF Colorado

COUNTY OF Denver

On this 13th day of December 19 77, before me the undersigned Notary

Public in and for said County and State, personally appeared M. S. KRAEMER

_____ and _____, his wife, known to me to be

the person _____ whose name is _____ subscribed to the foregoing

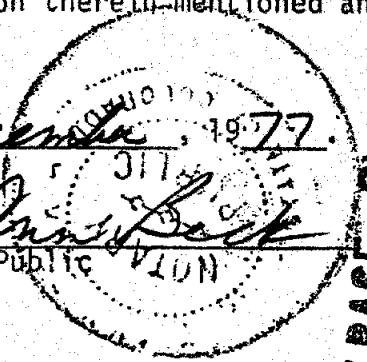
instrument and acknowledged that he executed the same as his

free and voluntary act and deed for the purposes and consideration therein mentioned and set forth.

Witness my hand official seal on this 13th day of December, 19 77.

My Commission Expires: 12/15/79

Mary Ann Beck
Notary Public



BOOK #107 PAGE 9

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 19 _____, before me the undersigned Notary

Public in and for said County and State, personally appeared _____

_____ and _____, his wife, known to me to be

the person _____ whose name _____ subscribed to the foregoing

instrument and acknowledged that _____ executed the same as _____

free and voluntary act and deed for the purposes and consideration therein mentioned and set forth.

Witness my hand official seal on this _____ day of _____, 19 _____.

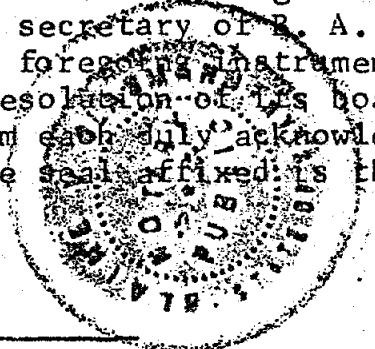
My Commission Expires: _____

Notary Public

STATE OF UTAH)
: SS
COUNTY OF WEBER)

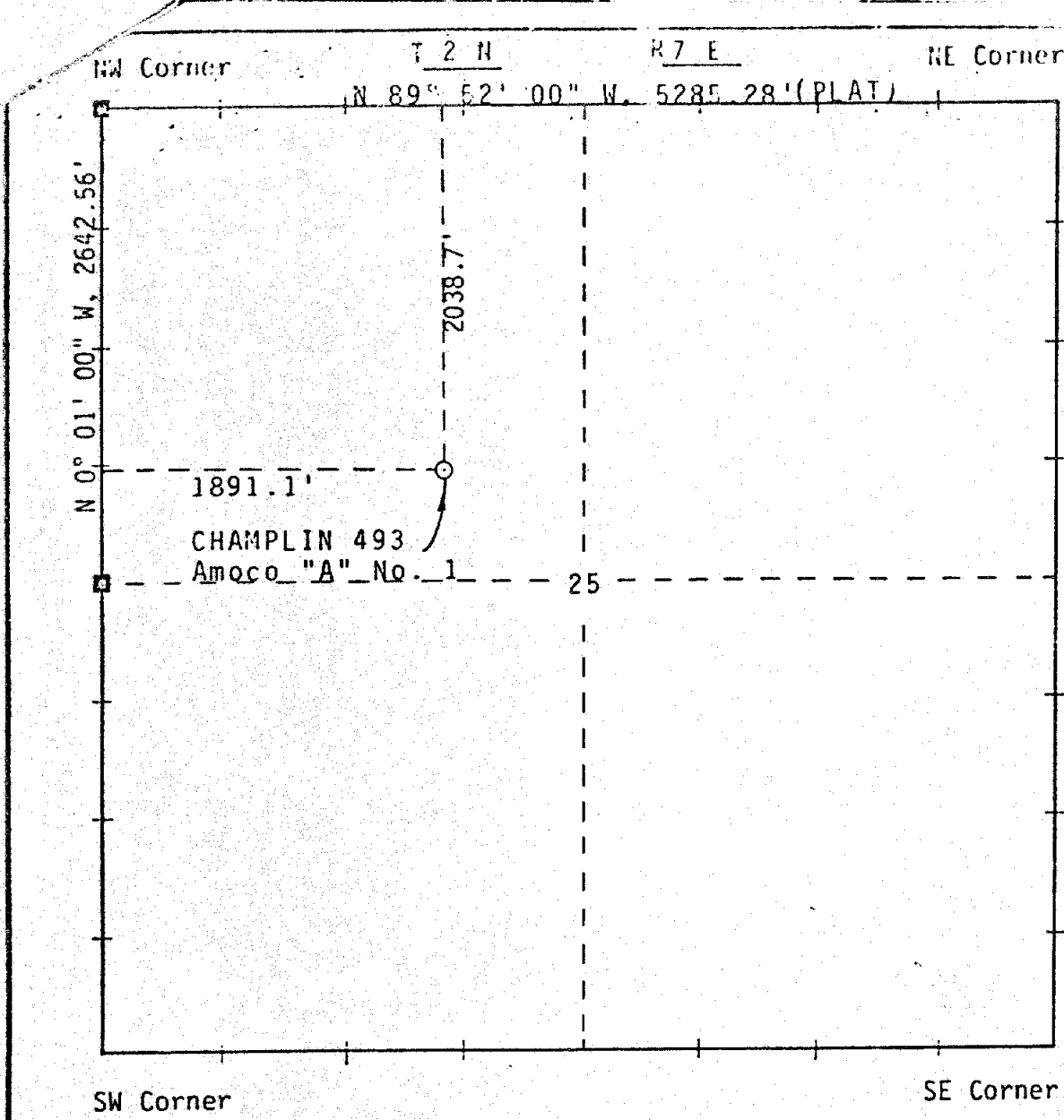
On the 14th day of November, 1977, personally appeared before me Albert F. Bingham, and Earl L. Bingham, who being by me duly sworn did say, each for himself, that he, the said Albert F. Bingham is the vice-president, and he, the said Earl L. Bingham, is the secretary of B. A. BINGHAM & SONS, INC., a corporation, and that the withing and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Albert F. Bingham & Earl L. Bingham each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires:
May 28, 1978



Blaine J. Glassman
NOTARY PUBLIC
Residing at _____

94,107



- SCALE: 1" = 1000'
- Found Brass Cap
 - Found Stone
 - ⊙ Set Brass Cap
 - ⊗ Found Stone - Set Brass Cap
 - Hub and Tack

BOOK #107 PAGE 10

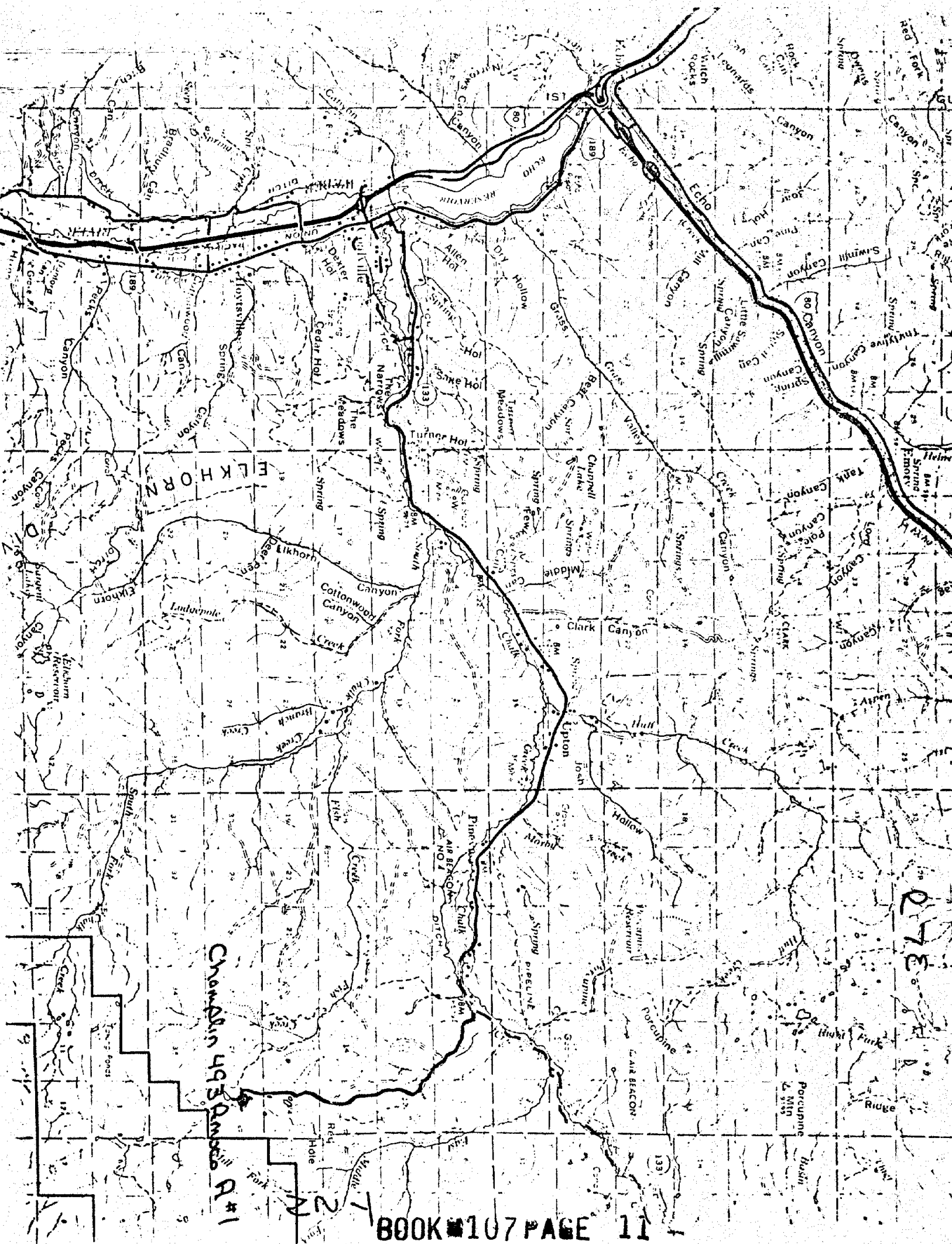
I, John A. Proffit of Evanston, Wyoming certify that in accordance with a request from Harvey Howard of Riverton, Wyoming for Amoco Production Company I made a survey on the 29th day of September, 1977 for Location and Elevation of the CHAMPLIN 493-Amoco "A" No. 1 as shown on the above map, the wellsite is in the SE 1/4 NW 1/4 of Section 25, Township 2 N, Range 7 E of the Salt Lake Base & Meri., Summit County, State of Utah, Elevation is 8444.8 Feet top of hub Datum U.S.G.S. Quadrangle - Red Hole Utah - Spot Elev. 8420' - SE 1/4 NE 1/4 Sec. 26, T 2 N, R 7 E, Salt Lake Base & Meridian

Reference point	North	250.0'	5/8" rebar	Elev top of bar	8445.6'
Reference point	East	200.1'	"	"	8433.7'
Reference point	South	200.1'	"	"	8443.0'
Reference point	West	249.9'	"	"	8396.8'

John A. Proffit
 JOHN A. PROFFIT UTAH R.L.S. NO. 2860

DATE: October 5, 1977

UINTA ENGINEERING & SURVEYING, INC.
 600 MAIN STREET, EVANSTON, WYOMING



Chandler 493 QMS A#1

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