

EASEMENT CONTRACT

FOR AND IN CONSIDERATION OF THE SUM OF Three Hundred and no/100 DOLLARS (\$ 300.00), 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:

An irregular shaped parcel of land located in a part of the NE/4 of Section 4, T-2-N, R-7-E, containing approximately 13.4 acres more or less.

Section 4 Township 2-N Range 7-E, 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 _____ 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 pipeline~~s~~ 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.

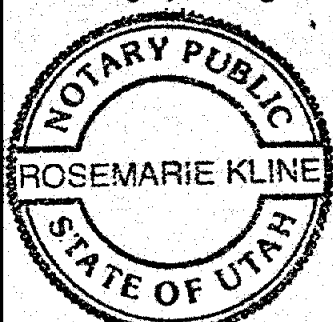
Grantor shall have the right to use and enjoy the above described premises; provided, however, Grantor shall not exercise such use and enjoyment in a manner that will impair or interfere with the exercise by Grantee of any of the rights herein granted. Grantor agrees not to build, create, construct, 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.



Entry No. 174914 Book M 176
 RECORDED 1-7-81 at 12:02M Page 522
 REQUEST of Amoco Pipeline Co.
 FEE \$ 5.00 WANDA Y. SPRIGGS, SUMMIT CO. RECORDER
 INDEXED ABSTRACT

BOOKM 176 PAGES 21

IN WITNESS WHEREOF, Grantor has executed this instrument this 4th day of NOVEMBER, 19 80.

Signed, sealed, and delivered in the presence of:

Rosemarie Kline
 My commission expires 4/9/84

Eugene Newton (Seal)
Edna E. Newton (Seal)

 _____ (Seal)

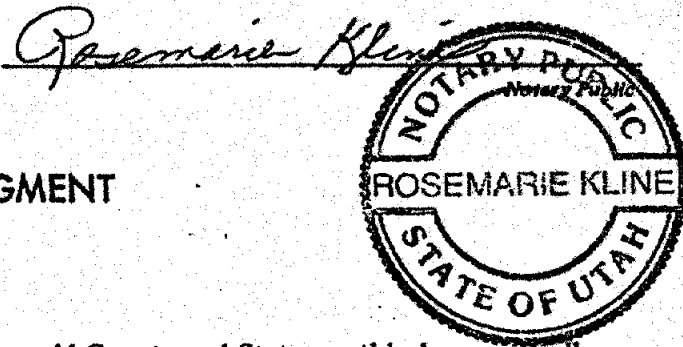
ACKNOWLEDGMENT

THE STATE OF Utah
COUNTY OF Salt Lake } ss

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 4th day of November, A.D. 19 80.

My commission expires:
April 9, 1984



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

Series _____ Line No. _____
FROM _____ TO _____
Line _____

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