



107,730

RIGHT-OF-WAY AGREEMENT

FOR AND IN CONSIDERATION OF THE SUM OF Two Thousand Seven Hundred Fifty Dollars (\$ 2,750.00), the receipt of which is hereby acknowledged, Pine Meadows Ranch Owners Association, Suite 203, 1104 Ashton Avenue, Salt Lake City, Utah 84106

hereinafter called Grantor (whether one or more), hereby grants unto Amoco Production Company, a Delaware Corporation, its successors and assigns, hereinafter called Grantee, a right-of-way to construct, maintain, inspect, operate, replace, change, or remove an access road to serve drilling and producing operations

in, on, over, or through the following described land of which Grantor warrants that Grantor is the owner in fee simple, situated in SE/4 Section 16; NE/4 & S/2 Section 21; NE/4 Section 28; SW/4 Section 27 and N/2 Section 34, T1N, R4E Summit County-Parish, State of Utah and hereinafter further described to-wit:

(See Attached Map)

Entry No.	<u>196202</u> Book <u>M 233</u>
RECORDED	<u>7-22-82</u> at <u>11:25 AM</u> Page <u>498</u> <u>501</u>
REQUEST of	<u>Amoco Production Co.</u>
SEE	WANDA Y. SPRIGGS SUMMIT CO. RECORDER
\$ <u>9.50</u>	By <u>Wanda Y. Spriggs</u>
INDEXED	ABSTRACT

together with the right of ingress and egress to and from said land for any and all purposes necessary and incident to the exercise by said Grantee of the rights granted by this contract.

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 the right-of-way herein granted.

The consideration paid by Grantee and received by Grantor includes full and final payment for any and all damages to the land, growing crops, pasturage, timber, fences, buildings, or other improvements of Grantor resulting from the exercise of the rights herein granted during initial construction and no other damages, rights or remedies shall be enforceable, collectible or available to Grantor and Grantor hereby accepts said consideration in full liquidated damages and relief and hereby releases Grantee of and from any and all such damages and waives the right to collect any further or additional damages in any way arising or resulting from the exercise of the rights herein granted during initial construction. Grantee does agree, however, to pay for actual damages to growing crops, pasturage, timber, fences, buildings or other improvements of Grantor resulting from the reconstruction, replacement or repair of such installation after its initial construction except Grantee shall not be liable for damages resulting from keeping the right-of-way clean of trees, undergrowth, and brush to the extent Grantee deems necessary 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. The terms, conditions, and provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors, assigns, and legal representatives. All rights herein granted may be released or assigned in whole or in part.

The attached addendum is made a part of this Agreement. This Right-of-Way Agreement shall remain in effect for one year from date of execution. Amoco has the right of extending this Agreement for additional one-year periods by mailing to the Grantor at their address set forth above, the payment of \$550.00 on or before September 2, which payment extends the Agreement for an additional one-year periods.

EXECUTED this 2nd day of September, 1982

Signed in the presence of the undersigned witnesses:

[Handwritten signature]

By: Garold P. Langton

Title: President, Pine Meadow Ranch Owners Association

(TO BE USED WHEN THE LAND IS LOCATED IN TEXAS)

THE STATE OF TEXAS
COUNTY OF _____

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

_____ and _____
his wife, known to me to be the person whose name _____ subscribed to the foregoing instrument and
acknowledged to me that he executed same for the purposes and considerations therein expressed.

Given under my hand and seal of office this _____ day of _____ A.D. 19_____

Notary Public in and for _____ County, Texas

(TO BE USED WHEN THE LAND IS LOCATED IN LOUISIANA)

STATE OF LOUISIANA
PARISH OF _____

On this _____ day of _____, 19_____, before me personally appeared _____

_____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that
he executed it as _____ free act and deed.

Notary Public in and for _____ Parish, Louisiana

STATE OF Utah
COUNTY OF Salt Lake

On this 2nd day of September, 1982, before me the undersigned Notary Public in and for said
County and State, personally appeared Gerald P. Langton 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.

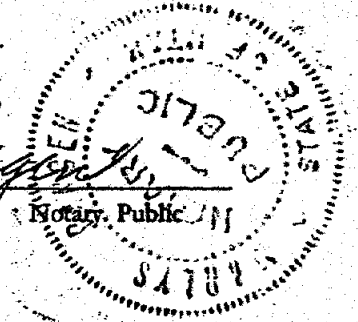
Witness my hand and official seal on this 2nd day of September, 1982

My commission expires:

11-12-86

Mary P. Langton

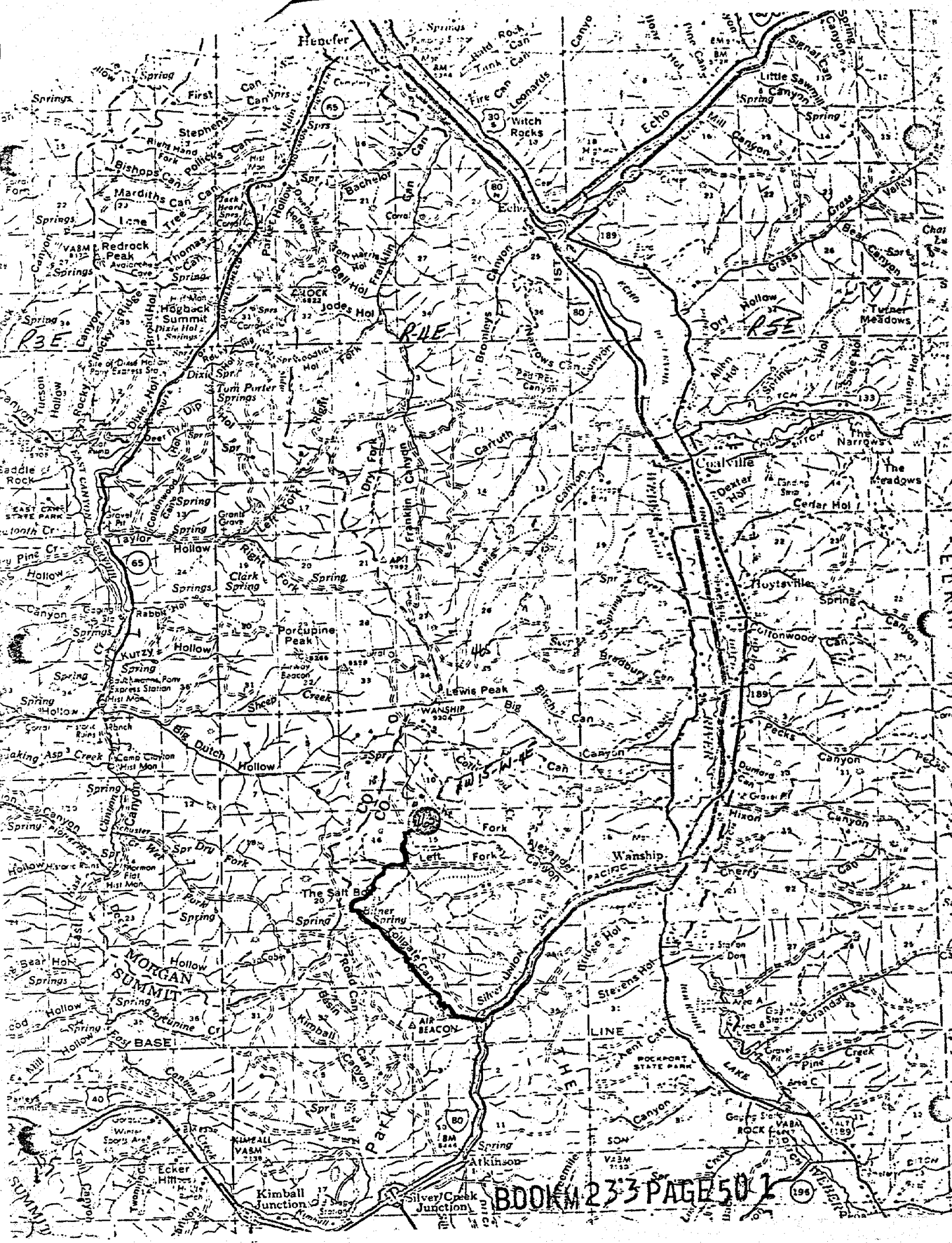
Notary Public



ADDENDUM TO FORM 79

1. All gates shall be left open or closed as found, in those instances where roads cross existing fence lines cattle guards will be installed.
2. 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, bridges culverts, cattle guards, fences, 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 Grantor 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 Grantee's use of the land surface shall be marked or barricaded and proper steps taken for the repair thereof.
3. Except for use in the construction of a new road, bulldozers shall not be used without special permission from the Grantor. 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 but shall be used only as a last resort.
4. Water from Grantor's existing wells, springs and reservoirs shall not be taken in any amount except by specific permission of the Grantor.
5. When important alterations have to be made to the land surface (i. e., filling in of a drainage ditch, the construction of a new road), the Grantor shall be first notified and the land shall be returned as nearly as possible to its original condition by the Grantee immediately upon the completion of the need for such alteration.

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