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Sam Oil Inc

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ALAN SPRIGGS
SUMMIT COUNTY RECORDER

REC'D BY *AK 9*

PIPELINE

RIGHT-OF-WAY CONTRACT

WITNESSETH THIS AGREEMENT made this 14th day of May, 1987, between SPRING CREEK ANGUS RANCH PARTNERSHIP (hereinafter referred to as the "Grantor"), of 170 South Main, Suite 660, Salt Lake City, Utah 84101, and ROONEY ENGINEERING COMPANY, its successors and assigns (hereinafter referred to as the "Grantee"), of 7670 South Vaughn Court, Englewood, Colorado, 80112.

1. FOR AND IN CONSIDERATION OF AN AGREED SUM EQUAL TO Three thousand Dollars (\$3,000.00) and other consideration for pipeline constructed under the terms hereof, Grantor does hereby convey to Grantee, without warranty, the right to construct, maintain, operate, protect, repair, replace, change the size of, or remove a pipeline or pipelines, and appurtenance necessary for and incident to the operation and protection thereof, for the transportation of oil, gas, petroleum or any of its products, over or through the following-described lands, situated in Summit County, State of Utah, to-wit:

TOWNSHIP 1 SOUTH, RANGE 4 EAST, S.L.M.

Section 19: NE $\frac{1}{4}$, South of I-80 Freeway

together with the right of ingress and egress to and from said line or lines, or any of them, for the purposes aforesaid.

2. Grantor to have the right to fully use and enjoy the above-described premises, except as to the rights herein granted; and Grantor agrees not to build, create or construct, nor permit to be built, created or constructed, any obstruction, building, engineering works, or other structure over or through said pipeline or lines, it being agreed, however, that Grantor shall have the right to use said premises for lines, access roads, signs and similar uses so as to maximize the use, enjoyment and development of Grantor's adjacent lands. In the event an access road is built along the south side of the I-80 freeway, the parties expect that the above-described premises will be included within the right-of-way of said access road. If the above-described premises cannot for any reason be part of the right-of-way for such access road, then Grantee shall be required to pay to Grantor the fair market value of the additional land required for such access in the excess of what would be required if the above-described premises were included as a part of the right-of-way for such access road. Grantee hereby agrees to pay any damages which may arise to growing crops, pasturage, fences, livestock, or buildings of said Grantor from the exercise of the rights herein granted.

3. In further consideration hereof, Grantee further agrees that, during the next ensuing planting season, but in no event later than one year from the date hereof, Grantee shall re-seed, with seed of the same quality and type as that existing on the land as of the date of construction, all pasture and hay lands disturbed by Grantee in the exercise of the rights granted to Grantee, the entire cost of which shall be borne solely by Grantee. Grantee shall also cause fences, corrals and similar facilities to be promptly rebuilt where the same are dismantled or disturbed by Grantee.

4. Any pipeline or lines constructed by said Grantee across lands under cultivation shall, at the time of construction thereof, be buried to a depth of at least four (4) feet so as not to interfere with cultivation.

5. Grantee agrees to indemnify and hold Grantor harmless against any loss, damage or expense suffered by Grantor resulting from the construction, operation, maintenance or use of any pipelines constructed under this grant. Grantee shall be responsible for and indemnify Grantor from any spills from the pipeline, including damages which result therefrom and the costs of prompt cleanup of the same.

(a) Pipeline to be within ten (10) feet on the south side of I-80 freeway fenceline along a route to be approved in writing by Grantor. Pipeline to cross proposed Frontage Road area within the last one hundred (100) feet on the west end of property.

6. The pipeline right-of-way herein granted for construction only is limited to a total width of fifty (50) feet along the line of actual construction. Permanent right-of-way shall be ten (10) feet. Grantee shall cause the pipeline to be constructed and cleanup, except for re-seeding, to be completed within thirty (30) days after such construction is commenced.

7. Grantor hereby surrenders and releases, for the purpose of this instrument only, all rights of homestead in the premises hereinabove described.

8. Grantee shall construct the pipeline in a workmanlike manner and maintain the same in a safe, sightly and clean condition. Grantee shall govern its activities in connection with the pipeline so as to cause minimum interference with Grantor's operations on and use of its property.

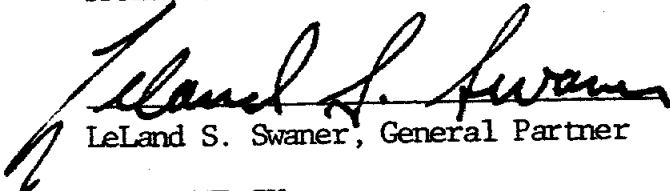
9. In the event Grantee shall default hereunder, Grantor shall be entitled to recover its costs and expenses, including reasonable attorney's fees, in enforcing the terms of this agreement, whether before or after suit and including costs on appeal.

10. This Grant shall be binding upon and inure to the benefit of the successors and assigns of Grantors and this Grant may not be assigned in whole or in part by Grantee without Grantor's prior written consent, which consent shall not be unreasonably withheld; provided, however, that before any such assignment shall become effective each and every assignee shall first assume the obligations of Grantee under this Grant and agree in writing to be bound by the terms and provisions hereof. Consent is hereby given for an assignment by Grantee to The Anshutz Corporation. This Grant and the obligations of Grantee shall be covenants running with the land.

IN WITNESS WHEREOF, THIS INSTRUMENT IS EXECUTED AS OF THE DATE FIRST ABOVE WRITTEN:

SIGNED:

SPRING CREEK ANGUS RANCH PARTNERSHIP

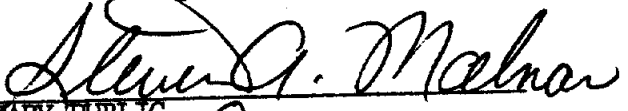

LeLand S. Swaner, General Partner

WITNESSED BY:



STATE OF UTAH)
) : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was executed by LeLand S. Swaner, General Partner, Spring Creek Angus Ranch Partnership, and acknowledged to me the he executed the same his free and voluntary act and deed for the uses and purposes therein set forth for and on behalf of Spring Creek Angus Ranch Partnership, before me this 14th day of May, 1987.


NOTARY PUBLIC
Residing at: Roosevelt UT

My Commission Expires:
9/25/87