## PIPELINE

## RIGHT-OF-WAY CONTRACT

WITNESSETH THIS ACREEMENT made this 8th day of July
1987, Between Frank L. Hicks, Jr. and Christine A. Hicks, H/W (Hereinafter referred to as the
"Grantor"), of Park City, Utah
and ROONEY ENGINEERING COMPANY, its successors and assigns (hereinafter
referred to as the "Grantee"), of 7670 South Vaughn Court, Englewood,
Colorado, 80112.
TOO AND THE CONCENTION OF AN ACREED CAN DOWN TO
1. FOR AND IN CONSIDERATION OF AN AGREED SUM EQUAL TO consideration and other per rod for each
rod of pipeline constructed under the terms hereof, Grantors (whether one or
more), do hereby warrant and convey to Grantee, 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, along a route to be selected by Grantee on,
over, or through the following described lands, of which Grantors warrant they
are the owners, situated in Summit County, State of Utah to-wit:
TOWNSHIP 1 NORTH, RANGE 5 EAST, S.L.M.
Section 21: SEXNAME
together with the right of ingress and egress to and from said line or lines,
or any of them for the purposes aforesaid.
2. Grantors to have the right to fully use and enjoy the above described premises, except as to the rights herein granted; and Grantors agree 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. Grantee hereby agrees to pay any damages which may
arise to growing crops, pasturage, fences, livestock, or buildings of said
Grantors from the exercise of the rights herein granted, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested
persons, one thereof to be appointed by Grantors, one by Grantee, and the third
by the two so appointed, and the written award of such three persons shall be
final and conclusive.
3 Charles many than any mineline by late and the second at the
<ol> <li>Should more than one pipeline be laid under this grant, at any time, an additional consideration, calculated on the basis of to be negotiated</li> </ol>
per lineal rod, shall be paid for each line
laid after the first line. It is agreed that any payment due hereunder may
be made direct to said Grantors or any one of them.
4. In further consideration hereof, Grantee further agreeg 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.
5. Any pipeline or lines constructed by said Grantee across lands under
cultivation shall, at the time of construction thereof, be buried to such
depth as will not interfere with cultivation.
6_ Grantee agrees to indemnify and hold Granters harmless against any
loss, damage or expense suffered by Grantons resulting from the construction,
operation, maintenance or use of any purolines constructed under this grant,
unless such loss, damage or expense is the result of Grantor's nagligence.
64 Grantee to make readons to A forms have accompany to 200 cm.
6A. Grantee to make roadway to A-frame home approximately 300 feet,

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- 7. The pipeline right-of-way herein granted is limited to a total width of fifty feet (50') along the line of actual construction.
- 8. Grantors hereby surrender and release for the purpose of this instrument only, all rights of homestead in the premises hereinabové described.
  - 9. The rights herein granted may be assigned in whole or in part.

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.

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

SIGNED:	A
	Track J. Billy V.
	I Christing a. Nich
	Mensing a. / Veh
WITNESSED BY	
INDIVIDUAL AC	KNOWLEDGMENT
State of Utah )	
)ss.	
The foregoing instrument was,	executed by <u>2RANK L. Hicks JA</u> CKS Husband - wife
and Christine a. He	cks Husband - wife
Section of the sectio	A 1
before me this \(\frac{1}{2}\) day of _	July, 1987.
A. H. Z.	Str. Mahar
(SEAL)	
Commission Expires	WOTARY PUBLIC Notary's Address:
PUBLIFE	
INDIVIDUAL A	CKNOWLEDGMENT
State of	
County of )	
The foregoing instrument was	executed by
before me this day of	, 1987.
before me this day of	
(SEAL)	NOTARY PUBLIC
My Commission Expires:	Notary's Address:
	Page 2 of 2
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