

PIPELINE

TO BE RE-RECORDED WITH  
ADDITIONAL PROPERTY  
DESCRIPTION

RIGHT-OF-WAY CONTRACT

Sam O'Neil  
87 MAY 28 AM 10:00

WITNESSETH THIS AGREEMENT made this 9<sup>th</sup> day of April 1987, Between R.J. Hollberg aka Ronald J. Hollberg and Lois Hollberg Husband and Wife (Hereinafter referred to as the "Grantor"), of 225 North State Salt Lake City, UT. 84103 and ROONEY ENGINEERING COMPANY, its successors and assigns (hereinafter referred to as the "Grantee"), of 7670 South Vaughn Court, Englewood, Colorado, 80112.

ALAN SPRIGGS  
SUMMIT COUNTY RECORDER

1. FOR AND IN CONSIDERATION OF AN AGREED SUM EQUAL TO \*Fifteen and no/100 ---Dollars (\$15.00) 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:

INDEXED:  
GRANTOR:  
GRANTEE:  
RELEASED:  
ABSTRACTED:  
STAMPED:

TOWNSHIP 1 NORTH, RANGE 5 EAST, S.L.M.  
Section 21: E $\frac{1}{2}$ NE $\frac{1}{4}$ , SW $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$   
Section 15: SW $\frac{1}{4}$ SW $\frac{1}{4}$

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

ASSOCIATED FILE  
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07 NOV 24 PM 3:14  
SUMMIT COUNTY RECORDER

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. Should more than one pipeline be laid under this grant, at any time, an additional consideration, calculated on the basis of To Be Negotiated 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 Grantors harmless against any loss, damage or expense suffered by Grantors resulting from the construction, operation, maintenance or use of any pipelines constructed under this grant, unless such loss, damage or expense is the result of Grantor's negligence.

6. a. Grantors to receive \$500 for road damage.

6. b. Grantee to provide at least 5 yards of gravel at each road location where the pipeline crosses grantors access road. The material must be select gravel and will be dumped next to road way.

6. c. Grantee to provide survey marker for the SE Corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$  and SW $\frac{1}{4}$ NW $\frac{1}{4}$ , on the above described land.

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