

Return To: #700

Series 3466  
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Amoco Pipeline Company  
600 So. Cherry St. - Suite 900  
Denver, Co. 80222

RETURNED

AGREEMENT

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was 1<sup>th</sup> SQ Valley Hi  
attended

M.L. Hayden

AUG 28 1986

THIS AGREEMENT, made this 10<sup>th</sup> day of MAY, 1986, by and between AMOCO PIPELINE COMPANY, a Maine corporation, with an office at 600 South Cherry Street, Suite 900, Denver, Colorado 80222, hereinafter called "Amoco," and NEW GENERATION HOMES, INC., a Utah corporation, whose address is P. O. Box 323, Layton, Utah 84041, hereinafter called "New Generation,"

W I T N E S S E T H

WHEREAS, by documents of record, Amoco is the owner and holder of the right of way contracts set out as follows: to wit:

- Right of Way Contract, dated November 8, 1939, executed by Isabell W. Jaques and John F. Jaques, husband and wife, as grantors, unto Utah Oil Refining Company, its successors and assigns, as grantor, 58.16 acres, more or less, in Davis County, Utah; said contract being recorded in Book M of Liens, Leases, Etc., page 574 of said County. *SW 1/4 SECTION 2 TOWNSHIP 4 N, RANGE 1 WEST DAVIS COUNTY, DESCRIBED AS VALLEY-HI SUBDIVISION*
- Right of Way Contract dated September 12, 1939, executed by Isabell W. Jaques and John F. Jaques, as grantors, unto Utah Oil Refining Company, its successors and assigns, as grantee, containing 58.16 acres, more or less, in Davis County, Utah; said contract being recorded in Book M of Liens, Leases, Etc., page 443 of said County.

WHEREAS, New Generation has acquired a tract of land in the Davis County, Utah, covered by the contracts first hereinabove described, and has requested Amoco to permit New Generation to construct a street together with a water and sewer line over said right of way; and

WHEREAS, Amoco, the present owner and holder of said easement, is willing to grant such permission, subject to certain terms and conditions mutually agreed upon between Amoco and New Generation.

NOW, THEREFORE, in consideration of the mutual promises and mutual benefits contained herein, Amoco hereby grants permission to New Generation, its grantees, successors, and assigns, under the terms and conditions hereof, the right to construct and maintain a street approximately sixty (60) feet wide together with a sewer and water line over Amoco's right of way.

It is further agreed by the parties hereto as follows:

1. A minimum of 48 hours advance notice shall be given to Amoco so that Amoco may have a representative on the site to observe any excavation or grading within the said right of way.
2. In constructing the street, there must be at least three feet of cover between the top of pipe and the bottom of asphalt base and the base for asphalt topping shall be of crushed limestone (no stabilized shell or rock). The sewer and water lines shall be placed below Amoco's pipeline and shall have two feet of cover between the top of the sewer and water lines installed by New Generation and the bottom of Amoco's pipeline.
3. Amoco and New Generation agree that New Generation shall be responsible for any and all cathodic protective measures, so long as water and sewer lines installed by New Generation remain in Amoco's right of way.
4. Amoco shall have the right at any time to disturb, interfere with, or remove any of the present or future paving on, over, or across its said right of way in exercising its rights to maintain, inspect, operate, replace, change the size of, or remove their existing pipeline, and Amoco shall have no responsibility to replace, repair, or restore any paving thus disturbed, interfered with, or removed.

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5. It is further agreed that if in the judgment of the representative of Amoco that during the construction or the maintenance of the street, water line, and sewer line or at any time thereafter, the existing pipeline is being endangered and requires alteration, or lowering, or other protective measures, New Generation shall immediately stop all construction or maintenance work within the said right of way so that the alteration, or lowering, or other protective measures may be performed to protect the pipeline. The entire cost of such alteration, or lowering, or other protective measures shall be borne solely by New Generation.

6. New Generation, its heirs, successors, grantees, and assigns, shall not erect or construct, nor permit the erection or construction of any buildings, walls, fences, engineering works, or any other type structures, except as herein stated, on over, under, through, or across said right of way.


7. Upon the execution of this agreement by Amoco, New Generation shall reimburse Amoco the sum of \$610.00 for repairs made to the pipeline resulting from the damage of the pipeline by New Generation.


8. New Generation agrees to indemnify and hold Amoco, its agents, and employees, harmless from and against any and all claims, demands, liabilities, damages, suits, or actions (including all reasonable expenses and attorneys fees incurred by or imposed on Amoco in connection therewith) arising from, or in connection with, the construction, operation, and maintenance of said street, sanitary sewer line, and water line.

9. Except as modified hereby, all terms and conditions of the right of way grant, as amended, partially released, and supplemented, remain in full force and effect.

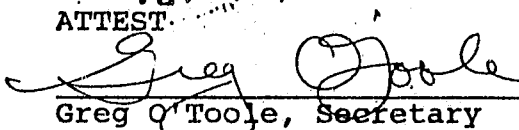
10. This agreement shall be binding upon and shall inure to the benefit of Amoco and New Generation and their respective grantees, successors, and assigns.

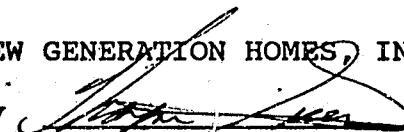
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

ATTEST    
 \_\_\_\_\_   
 Assist. Secretary

AMOCO PIPELINE COMPANY   
 By    
 J. J. Sevcik   
 Division Manager

APPROVED   
 AS TO FORM   
 REAL ESTATE DEPT.   
 AMOCO CORP 'N

ATTEST   
   
 Greg O'Toole, Secretary

NEW GENERATION HOMES, INC.   
 By    
 Thayne Green   
 President

THE STATE OF )   
 )   
 COUNTY OF )

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this day personally appeared Thayne Green, known to me to be the President of NEW GENERATION HOMES, INC., and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

Given under my hand and seal of office \_\_\_\_\_ day of \_\_\_\_\_, 1986.

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\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

THE STATE OF Colorado )  
COUNTY OF Arapahoe )

Before me, R. J. Gilmaster, a Notary Public in and for said County and State, on this day personally appeared J. J. Sevcik, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Division Manager of AMOCO PIPELINE COMPANY, a corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

Given under my hand and seal of office 6<sup>th</sup> day of August, 1986.

R. J. Gilmaster  
Notary Public



My Commission Expires: \_\_\_\_\_

Amoco Pipeline Company  
600 E. Col. Ave. Suite 900  
Denver, CO 80202