

Amoco Pipeline Co  
600 S Cherry St #900  
Denver, Co 80222

RETURNED

NOV 19 1986

AGREEMENT

SE 35-SN-1W

Series 3466

Line Lists 636 and 637

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13-139+

13-035-0015

13-036-0050

13-036-0042

THIS AGREEMENT, entered into this 28<sup>th</sup> day of October, 1986, by and between AMOCO PIPELINE COMPANY, a Maine Corporation, with offices located at 600 South Cherry Street, Suite 900, Denver, Colorado 80222, hereinafter called "Amoco," and CALVIN WATERS AND SONS, INC., a Utah corporation, with an address of 1414 E. South Weber Drive, South Weber, Utah 84405, hereinafter called "Waters."

WITNESSETH:

WHEREAS, by documents of record, "Amoco" is the owner and holder of a right-of-way and/or easement (hereinafter called "Amoco's R.O.W.") being recorded in Book-M Page 360 and 361, dated December 11, 1939, Davis County, Utah, and described as a part of N 1/2 of SE 1/4 of SE 1/4 (N<sup>2</sup>SE<sup>4</sup>SE<sup>4</sup>), Section 35, Township 5N, Range 1W, and SW 1/4 of SE 1/4 (SW<sup>4</sup>SE<sup>4</sup>), Section 35, Township 5N, Range 1W, Davis County, Utah, and

WHEREAS, "Waters" has acquired land for construction and development, known as Deer Run Estates, said land being partially encumbered by way of the mentioned "Amoco" easements, and,

WHEREAS, "Amoco" is willing to consent to "Waters'" construction and development of such lands parallel to and inside the area affected by "Amoco's R.O.W.," subject to certain terms and conditions set forth hereinbelow.

1. "Waters" agrees to place suitable and agreed with fill material to an area where an existing catch basin retention pond encroaches on "Amoco's R.O.W." Said pond shall be filled so that no point of excavation is any nearer than twenty-five feet from the center-line of "Amoco's" nearest pipeline. Such fill shall further be compacted thereby allowing for a solid twenty-five feet of surface R.O.W.

2. "Waters" agrees to remove a containment fence as it now exists around said catch basin retention pond, and replace said fence to an area that will provide "Amoco" unrestrained access to their pipelines in this area, with said fence being a minimum of twenty-five feet away from the inside pipeline nearest the pond with such placement being alongside on the pond's bank. "Amoco" agrees to allow the existing fence currently parallel to the canal to remain in place, with the understanding that should such fence be removed, disturbed, interfered with, etc., "Amoco" shall not be responsible for repair claims, demands, or for any other action in the restoring of the fence.

3. "Waters" shall be responsible for any and all measures to safeguard containment of the pond area, and "Amoco" shall have no responsibility or liabilities which might arise from the catch basin pond.

4. "Amoco" agrees to "Waters'" placement of a single concrete culvert crossing over "Amoco's R.O.W." in an area mutually agreed to, provided "Waters" notifies "Amoco's" representative 48 hours in advance of any construction activities associated with the culvert in an area within "Amoco's R.O.W." Prior to construction, "Waters" shall have returned a duly executed original of this agreement to Amoco. Said construction of the culvert shall allow for 18"-24" of clearance between the culvert and "Amoco's" pipeline(s). Further, should it become necessary for "Amoco" to remove, damage, disturb, or disrupt the culvert in their exercising granted prior rights, "Amoco" shall not be liable or responsible for any claims or demands as such might arise.

5. "Amoco" retains all granted prior rights heretofore mentioned in the referenced right-of-way agreements, including but not limited to right-of-way clearing.

6. In compliance with D.O.T. regulations, "Amoco" shall mark their right-of-way with acknowledged markers at locations of their choice, with the understanding that these markers shall be left in place and undisturbed by "Waters."

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7. "Waters", its successors, grantees, and assigns, shall not erect or construct, nor cause the erection or construction of any buildings, walls, fences, engineering works, or any other type structure on, over, under, through or across "Amoco's" right-of-way, with the exception of those currently in place and shown on Plan and Profiles designated as: Deer Run Estates, Unit #3 and #6, Sheets 1,2,3, and the mentioned culvert crossing. "Amoco's" right-of-way shall be understood to be a width of twenty-five feet from the outside most pipeline(s) on both sides of the pipeline(s).

8. "Waters", its successors and assigns, agree to indemnify and hold "Amoco", its agents and employees, harmless from and against any and all claims, demands, liabilities, damages, suits, or actions, arising from, or in connection with, any existing or agreed to encroachments within "Amoco's" right-of-way area. Further, should "Amoco" remove, damage, disrupt or interfere with any of those encroachments, it should be understood that "Amoco" shall have no responsibility to reimburse or restore those facilities.

9. This agreement shall be binding upon and inure to the benefit of "Amoco" and "Waters" 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.

Executed this 28 day of October, 1986.

ATTEST:

CALVIN WATERS AND SONS, INC.

Georgia Waters  
Georgia Waters, Secretary

Calvin Waters  
Calvin Waters, President



AMOCO PIPELINE COMPANY

[Signature]  
Asst. Secretary

[Signature]  
J. J. Sevcik, Division Manager

(ACKNOWLEDGEMENT)

STATE OF Ohio }  
COUNTY OF Duquesne } SS

Before me Calvin & Georgia Waters, in and for said County and State, on this 28 day of October, 1986, personally appeared CALVIN WATERS and GEORGIA WATERS, to me known to be the identical persons who executed the foregoing instrument as their free and voluntary act.

My commission expires:

April 89

