

Return to: L. Washington  
Amoco Pipeline Company  
One Mid America Plaza  
Oakbrook Terrace, IL 60181

RETURNED

AUG 15 1995

E 1194005 B 1905 P 3  
CAROL DEAN PAGE, DAVIS CNTY RECORDER  
1995 AUG 15 8:30 AM FEE 16.00 DEP CDP  
REC'D FOR AMOCO PIPELINE CO  
3466-701

5W-24-37-1W

PT 08-076-00724053

AGREEMENT AND PARTIAL RELEASE  
Davis County, Utah

THIS INDENTURE, made and entered into between DAVIS COUNTY, a Body Corporate and Politic, doing business in the State of Utah, hereinafter called "Owner," and AMOCO PIPELINE COMPANY, a Maine corporation, whose address is One Mid America Plaza, Suite 300, Oakbrook Terrace, Illinois 60181, hereinafter called "Amoco."

WITNESSETH:

WHEREAS, by mesne document of record, Amoco is present owner and holder of the rights, title, and interest in the right-of-way contract set out as follows:

Right of Way Contract dated July 31, 1939, executed by Orson R. Clark and Lucile B. Clark, his wife, as grantors, unto Utah Oil Refining Company, its successors and assigns, as grantee, Beg 140 ft. N. 127 ft. N. 89°40' W and 197 ft. S. 24°40' E. from NE Cor. of SW1/4 Sec 24-Tp. 3N-R1W; Thence SW'ly-10.90 chs. more or less; S. 88°35' W 1425 ft; N. 30' E 805.1 ft. E 1991 ft; S 20' W 95 ft; SW'ly-3 chs. more or less to beginning Cont. 32.02 A., Davis County, Utah; said contract recorded on December 22, 1939, in Book M of Liens, Leases, Etc., Page 482, Document 72931 of said county.

WHEREAS, Owner has subsequently acquired title to a tract of land, being all or part of the same land covered by the right-of-way contract hereinabove set forth, and Amoco is agreeable to limiting its right-of-way to a defined strip across said acquired tract.

WHEREAS, Amoco is willing to describe and limit its right-of-way to a defined strip across Owner's acquired tract of land and to release the remainder of said acquired tract from the terms and provision of said right-of-way contracts under the conditions herein provided and mutually agreed upon by Amoco and Owner.

NOW, THEREFORE, in consideration of the covenants herein contained and mutual benefits to be derived therefrom, Amoco does release, surrender, and terminate all of its right, title, and interest in and to Owner's acquired tract of land, which Amoco acquired by the contract first hereinabove set out, SAVE AND EXCEPT a right-of-way strip on and across owner's tract of land, said defined strip being described as follows:

A strip of land being 60.00 feet in width in that part of the Northwest Quarter (NW/4) of Section 24, Township 3N, Range 1W, Davis County, Utah, said strip being 30.00 feet each side of the following described centerline:

Beginning at a point on the South line of the State of Utah property, which is South 89°52'28" West 1690.89 feet along the quarter section line and North 685.29 feet and South 11°08'00" East 493.28 feet, from the Southeast corner of the Northwest quarter of Section 24, Township 3 North, Range 1 West, Salt Lake Meridian; and running thence South 11°08'00" East 586.27 feet, thence South 11°35'10" East 900.56 feet to the center of North Cottonwood Creek, as shown on Exhibit "A" attached hereto and made a part hereof.

FURTHER SAVING AND EXCEPTING to Amoco, its successors, and assigns, the right of ingress and egress across Owner's land adjacent to said defined 60-foot right-of-way strip for the purpose of exercising any and all of the rights which Amoco has under the right-of-way contract hereinabove first set out, all of which rights are specifically reserved with regard to said right-of-way strip.

Owner, their successors, grantees, and assigns, shall have the right to use and enjoy the surface of the defined right-of-way reserved across Owner's land, provided such use and enjoyment shall be conducted in a manner that will not unreasonably interfere with the use of said right-of-way strip by Amoco, its successors, grantees, and assigns, for the purposes as set forth in the original right-of-way contract first hereinabove described; and provided further that Owner, their 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 of structure or structures on, over, under, through, or across said right-of-way strip. Owner further agrees

that it shall not remove any of the existing "cover" which presently exists over the existing pipelines, nor shall Owner add any more than three feet (3') of "cover" to that which presently exists over the existing pipeline. It is mutually agreed, however, that Owner may construct necessary fences, utility lines, and service lines (but no other improvements of any nature), across, but not along, said defined strip, provided that not less than ten (10) days' advance written notice of the contemplated construction is given to Amoco at its office at One Mid America Plaza, Suite 300, Oakbrook Terrace, Illinois 60181.

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Amoco, its successors, and assigns, shall not be held liable to Owner, its successors, grantees, and assigns, for any damage caused to any of the permitted facilities constructed across or along the strip in exercising the rights granted Amoco in the original right-of-way easement, and if in the judgment of Amoco, the construction of such permitted facilities requires that the pipeline or pipelines located on said strip be altered, lowered, encased, or otherwise protected, the entire cost of such protective measures shall be borne fully by Owner, its heirs, successors, grantees, and assigns. Owner further agrees that Amoco shall have the right to maintain the right of way clear of trees and underbrush so as to continue the efficient operation and aerial patrol of the pipeline.

The terms, conditions, and provisions hereof shall extend to and be binding upon the parties hereto, their successors, grantees, and assigns, but in no event shall this document be binding upon Amoco Pipeline Company until such time as it is executed and attested to by Amoco management.

EXECUTED this 5th day of July, 1995.

WITNESS:

DAVIS COUNTY, A BODY CORPORATE  
AND POLITIC DOING BUSINESS IN  
THE STATE OF UTAH

By: Margene Isom  
Name: Margene Isom  
Title: Davis County Clerk/Auditor

By: Gayle A. Stevenson  
Name: Gayle A. Stevenson  
Title: Commissioner

ATTEST:

Jean Mackey  
Assistant Secretary

AMOCO PIPELINE COMPANY  
BY: Brad E. Boister  
Brad E. Boister  
Supervisor, Planning -  
Products Business Unit

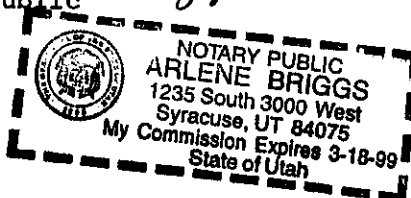
ACKNOWLEDGEMENT

THE STATE OF UTAH )  
 )  
COUNTY OF DAVIS )

Before me, a Notary Public in and for said County and State, on this day personally appeared Gayle A. Stevenson, known to me to be the Commissioner of Davis County, a Body Corporate and Politic doing business in the State of Utah, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said Body.

Arlene Briggs  
Notary Public

My Commission Expires: 3-18-99



THE STATE OF ILLINOIS )  
 )  
COUNTY OF DuPAGE )

Before me, a Notary Public in and for said County and State, on this day personally appeared Brad E. Boister and Joan Mackett known to me to be the Supervisor, Planning - Products Business Unit and Assistant Secretary, respectively, of Amoco Pipeline Company, a corporation of the State of Maine, and acknowledged to me that they 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 this 2nd day of August, 1995.



Mark L. Trella  
Notary Public

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

EXHIBIT "A"

Amoco pipeline easement 60 feet wide 30 feet ✓  
each side of the following described centerline

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Beginning at a point on the South line of the State of Utah property, which is South 89°52'28" West 1690.89 feet along the quarter section line and North 685.29 feet and South 11°08'00" East 493.28 feet, from the Southeast corner of the Northwest quarter of Section 24, Township 3 North Range 1 West, Salt Lake Meridian; and running thence South 11°08'00" East 586.27 feet, thence South 11°35'10" East 900.56 feet to the center of North Cottonwood Creek.

I, Max B. Elliott, Davis County Surveyor, and a licensed Land Surveyor, in the State of Utah, hereby certify that under my direction, a survey was made of the actual location of the Amoco Lines as marked by Amoco Personnel. From this survey work, a centerline was determined mid-way between the two Amoco Lines and the above description was prepared.

DAVIS COUNTY SURVEYOR'S OFFICE

