



76/06

RIGHT-OF-WAY AGREEMENT

FOR AND IN CONSIDERATION OF THE SUM OF Three Thousand and 00/100
Dollars (\$ 3,000.00), the receipt of which is hereby acknowledged, B. A. Bingham and Sons Inc.
% Albert Bingham, Honeyville, Utah

hereinafter called Grantor (whether one or more), hereby grants unto Amoco Production Company, a Delaware Corporation, its successors and assigns, hereinafter called Grantee, a right-of-way to construct, maintain, inspect, operate, replace, change, or remove. An access road to serve drilling and producing operations for gas and oil.

A 7 B
v. P

in, on, over, or through the following described land of which Grantor warrants that Grantor is the owner in fee simple, situated in W/2 Section 24; W/2 and SE/4 Section 13; W/2 Section 12, NE/4 NE/4 Section 11; Section 2 and SE/4 NE/4 Section 3, T2N-R7E, Summit County-Parish, State of Utah and hereinafter further described to-wit:

5 miles of access road

"See Access Map attached"	Entry No. <u>143390</u> Book <u>79 107</u>
	RECORDED <u>12-30-77</u> at <u>9:20 AM</u> Page <u>3-6</u>
	REQUEST of <u>Amoco Production Co.</u>
	FEE <u>9.50</u> WANDA Y SPRIGGS, SUMMIT CO RECORDER
	\$ <u>9.50</u> By <u>Wanda Y Spriggs</u>
	INDEXED <u>ABSTRACT</u>

together with the right of ingress and egress to and from said land for any and all purposes necessary and incident to the exercise by said Grantee of the rights granted by this contract.

Grantor shall have the right to use and enjoy the above described premises, provided, however, Grantor shall not exercise such use and enjoyment in a manner that will impair or interfere with the exercise by Grantee of any of the rights herein granted. Grantor agrees not to build, create, construct, or permit to be built, created or constructed, any obstruction, building, lake, engineering works, or other structure over or on the right-of-way herein granted.

BOOK 107 PAGE 3

The consideration paid by Grantee and received by Grantor includes full and final payment for any and all damages to the land, growing crops, pasturage, timber, fences, buildings, or other improvements of Grantor resulting from the exercise of the rights herein granted during initial construction and no other damages, rights or remedies shall be enforceable, collectible or available to Grantor and Grantor hereby accepts said consideration in full liquidated damages and relief and hereby releases Grantee of and from any and all such damages and waives the right to collect any further or additional damages in any way arising or resulting from the exercise of the rights herein granted during initial construction. Grantee does agree, however, to pay for actual damages to growing crops, pasturage, timber, fences, buildings or other improvements of Grantor resulting from the reconstruction, replacement or repair of such installation after its initial construction except Grantee shall not be liable for damages resulting from keeping the right-of-way clean of trees, undergrowth, and brush to the extent Grantee deems necessary in the exercise of the rights herein granted. **Grantee, however, does agree to pay for all actual damages caused by Grantee to Grantor's livestock located on the above-described premises.**

A 7 B
v. P
E-L B
see

It is agreed that any payment due hereunder may be made direct to said Grantor or any one of them. The terms, conditions, and provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors, assigns, and legal representatives. All rights herein granted may be released or assigned in whole or in part.

The attached Addendum is made part of this agreement. This Right-of-Way Agreement shall remain in effect for one year from date of execution. Amoco has the right of extending the agreement for additional one year periods by mailing to Grantors at their address set forth above the payment on or before November 8 of \$1500.00 which payment extends the agreement for an additional one year period.

EXECUTED this 8th day of November, 1977

(Louisiana only)
Signed in the presence of
the undersigned witnesses:

Grantor:

B. A. Bingham & sons
B. Albert Bingham vice Pres.
Earl B. Bingham Sec & Treas.
Grantee: Amoco Production Company

M. J. Keenan
It's Attorney In Fact

APPROVED
2/5/77

96,106

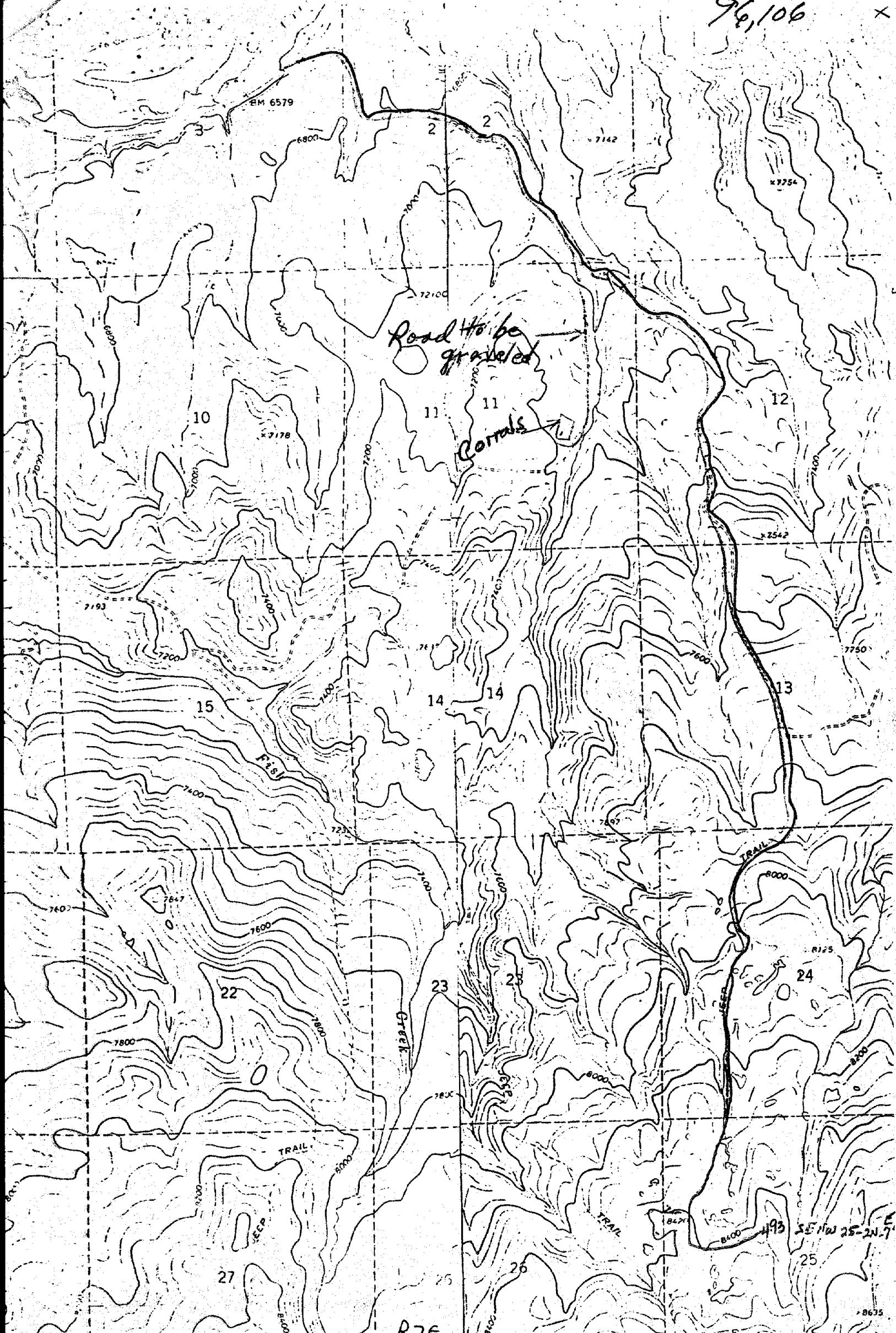
ADDENDUM TO FORM 79

1. All gates shall be left open or closed as found, in those instances where roads cross existing fence lines cattle guards will be installed.
2. All operations shall be conducted in a fair and reasonable manner, and all necessary precautions shall be taken to avoid any damage, other than normal wear and tear, to gates, bridges culverts, cattle guards, fences, dikes or other stock watering facilities. All damage in excess of ordinary wear and tear to the above named facilities shall be reported to the Grantor twenty four (24) hours and shall be repaired immediately as nearly as possible to the condition existing prior to such operation. Any public hazard such as a damaged bridge or culvert, caused by Grantee's use of the land surface shall be marked or barricaded and proper steps taken for the repair thereof.
3. Except for use in the construction of a new road, bulldozers shall not be used without special permission from the Grantor. Bulldozing which would only create gulying or create a bog will be avoided at all times. Bulldozing to remove winter snow on the access roads shall be permitted but shall be used only as a last resort.
4. Water from Grantor's existing wells, springs and reservoirs shall not be taken in any amount except by specific permission of the Grantor.
5. When important alterations have to be made to the land surface (i. e., filling in of a drainage ditch, the construction of a new road), the Grantor shall be first notified and the land shall be returned as nearly as possible to its original condition by the Grantee immediately upon the completion of the need for such alteration.

BOOK #107 PAGE 5

X

96,106



187 **ROW Access Road to be graveled**

BOOK #107
Medium duty

ROAD CLASSIFICATION



111°07'30" 90 211000 FEET

Mapped by the U. S. Forest Service
Edited and published by the Geological Survey

Control by USGS, USFS and U. S. Forest Service

Topography by photogrammetric methods from aerial
photographs taken 1967 field checked by USGS 1972