

RIGHT-OF-WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, BOW VALLEY COAL RESOURCES, INC., a Delaware corporation (hereinafter called "Grantor"), for the sum of Ten Dollars and other consideration in hand paid by AMOCO PIPELINE COMPANY, the receipt of which is hereby acknowledged, does hereby grant and convey unto AMOCO PIPELINE COMPANY, a corporation organized under the laws of the State of Maine (hereinafter called "Grantee"), its successors and assigns, an easement and right-of-way over, through, under and across the following described lands situated in Summit County, Utah ("subject lands"):

A strip of land 20 feet in width, being 10 feet on each side of the following center line survey:
Beginning at a point located 1378 feet North of the S.E. corner of Section 4, T-2-N, R-7-E, S.L.B. & M, Summit County, Utah and running thence:
S 83° 40' 08" W, 126.33', thence N 54° 20' 08" W 733.87',
thence S 88° 09' 47" W 383.59', thence S 78° 34' 56" W 216.06',
thence N 80° 10' 09" W 248.96' thence S 81° 58' 07" W 552.06',
thence N 80° 50' 31" W 802.25', thence S 87° 41' 44" W 1065.08
to the terminus, said terminus being N 67° 23' 07" W 4312.97'
from the SE corner of said Section 4.

Grantee shall have the right, either as a common or private carrier, from time to time, to lay, construct, reconstruct, replace, renew, operate, maintain, repair, change the size of, and remove pipes and the pipeline, valves, fittings, and other equipment appurtenances as may be necessary or convenient for the transportation of oil, petroleum, or any of its products, gas, water and other substances, or any thereof, over, through, under and across the subject land. This easement and right-of-way is restricted to the construction, maintenance, and use of one pipeline in accordance with the terms hereof, which pipeline shall consist of one oil pipeline. The pipeline must be laid and maintained in a ditch which shall not be more than three (3) feet in width. Grantee agrees to bury the pipeline below plow depth.

Together with rights of egress and ingress to and from said pipeline or equipment appurtenances for the purpose aforesaid; and as to the rights hereby granted, all rights of homestead are hereby released and waived. Grantor shall have the right of use and full enjoyment of the subject land so long as such use does not interfere with the rights of Grantee granted herein. Grantee acknowledges Grantor's intent to develop the subject lands at a future date. Should Grantor determine that the pipeline will interfere with Grantor's planned development, Grantee shall move the pipeline to a new location at its sole cost and expense. Grantor shall grant a right-of-way to grantee to the new location of Grantor's choice, which right-of-way shall contain the same terms and conditions contained herein, except that no new consideration shall be paid to Grantor and no provisions for moving the pipeline shall be included. The Grantee shall not be required to move the pipeline more than once.

Grantee, its successors and assigns, hereby agrees to pay any damages which may arise to crops, timber, fences or buildings, of said Grantor from the exercise of the rights herein granted, said damages, if not mutually agreed upon, to be ascertained and determined by three (3) disinterested persons, one thereof to be appointed by the Grantor, one by the Grantee, or its successors or assigns, and the third by the two so appointed, and the award of such three persons, or any two of them, shall be final and conclusive. The cost of such arbitration shall be born equally by Grantor and Grantee. Grantee agrees to save and hold Grantor harmless from the claims and demands of all persons whomsoever for all damages caused by or resulting from Grantee's use and exercise

INDEXED: _____
GRANTOR: 2
GRANTEE: _____
RELEASED: _____
ABSTRACTED: _____
STATE: _____

| | |
|--------------------------------------|---------------------------------------|
| Entry No. <u>156191</u> | Book <u>M.133</u> |
| RECORDED <u>5-24-79</u> | at <u>11:27M</u> Page <u>823-5</u> |
| REQUEST of <u>Amoco Pipeline Co.</u> | |
| FEE | WANDA Y. SPRIGGS, SUMMIT CO. RECORDER |
| \$ <u>6.00</u> | By <u>Wanda Y. Spriggs</u> |
| INDEXED _____ | ABSTRACT _____ |

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of the rights granted herein. Grantee hereby waives and releases Grantor from all claims of damages to the pipeline, appurtenant equipment and maintenance equipment caused by cattle, sheep or other domestic livestock operation and farming except for damage intentionally caused.

The easement and right-of-way is subject to the rights of the mineral estate and owners thereof, and the effect of any oil, gas or other mineral leases. It is further understood and agreed that the easement and right-of-way herein granted are subject to all rights-of-way and easements of record, discoverable from an inspection of the subject lands, or known to Grantee and to the continuing right of the Grantor to extend or renew any or all of said rights-of-way and easements and that the easement and right-of-way herein granted will continue to be subject to any right-of-way and easement of record which is extended or renewed.

This easement and right-of-way shall continue in force so long as said lands are used for maintenance and operation of such pipeline or appurtenances, but should such use terminate and Grantee, its successors or assigns, fail to use the line or appurtenances for a period of twelve (12) consecutive calendar months, this easement and right-of-way shall terminate, cease and be nullified as fully and effectually as though this instrument had never been subscribed and delivered. In such event, Grantee, its successors or assigns, may remove its pipeline and all of its fixtures, appurtenances and other property within said right-of-way, and shall remove the same within three (3) months after Grantor shall mail Grantee, its successors or assigns, a written request therefor, in default of which said pipeline and all of the other property of Grantee, its successors or assigns, within said right-of-way shall become and remain the property of Grantor, and Grantee, its successors or assigns, after any such removal, shall restore the ground surface to its present condition as near as practicable and pay all damages caused Grantor thereby, subject to arbitration as provided above.

This easement and right-of-way shall be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Agreement this 14th day of May, 1979.

BOW VALLEY COAL RESOURCES, INC.

Attest:

By: [Signature]
Assistant Secretary

By: [Signature]
Don E. Hollingshead, Vice President

AMOCO PIPELINE COMPANY

Attest:

By: [Signature]
Assistant Secretary

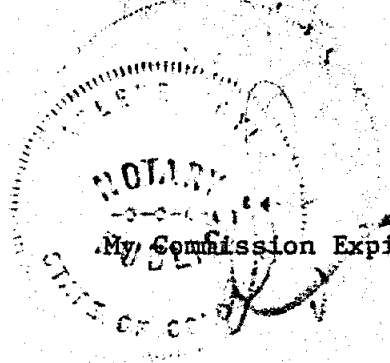
By: [Signature]
J. H. Keyes, Jr., Division

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STATE OF COLORADO)
)
City and County of Denver)

On the 14th day of May, 1979, personally appeared before me Don E. Hollingshead, who being by me duly sworn, did say that he is the Vice President of Bow Valley Coal Resources, Inc. and that said instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and the said Don E. Hollingshead duly acknowledged to me that said corporation executed the same.

Maslene Bayle
Notary Public



My Commission Expires: 12/23/82

WHEN RECORDED RETURN TO:
Amoco Pipeline Company
Suite 212
Republic Building
1612 Tremont Place
Denver, CO 80202

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