

RECORDED

990622 BK 1529 PG 726
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1992 SEP 8 10:02 AM FEE 10.00 DEP JB
REC'D FOR AMOCO PIPELINE CO

SEP - 8 1992

File 3466 - 648

AGREEMENT AND PARTIAL RELEASE
DAVIS County, UTAH

577 to 584
Cal Forest # 10-A
NW 14 4N-1W

THIS INDENTURE, made and entered into between ED GREEN CONSTRUCTION, INC., a Utah Corporation hereinafter called "Owner," and AMOCO PIPELINE COMPANY, a Maine corporation, whose address is One Mid-America Plaza, Suite 300, Oakbrook Terrace, IL 60181, hereinafter called "Amoco."

WITNESSETH:

09-106-057740 0584

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:

09-085-0039, 0040, 0006, 0007

Right of Way Contract dated August 16, 1939, executed by David O. Green and Martha Green, his wife, as grantors, unto Utah Oil Refining Company, its successors and assigns, as grantee, Beg. 2.11 chs, E from the NW corner of the NW1/4 of Sec. 14, Tp. 4N, Range 1W; thence S 7.41 chs; E 13.56 chs; N 7.41 chs; W 13.56 chs to begin: ing containing 10.04 acres, Section 14, Township 4N, Range 1W, Davis County, Utah; said contract recorded in Book M of Liens, Leases, Etc., Page 421, Document 72807 of said county.

19-053-0012

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 contract 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 36.00 foot wide pipeline easement over that part of the NW1/4 of Section 14, Township 4 North, Range 1 West, Davis County, Utah, said 36.00 feet consisting of the 15.00 feet east of the centerline of the East (as hereinafter defined) Amoco Pipeline centerline, the 15.00 feet west of the centerline of the West (as hereinafter defined) Amoco Pipeline centerline, and the 6.00 feet between the centerlines of the East and West Amoco Pipelines, said centerlines being more particularly described as follows:

09-015-000610007

DESCRIPTION OF WEST AMOCO PIPELINE CENTERLINE THROUGH SHADOWING OAKS NO. 1

Beginning at a point on the North Boundary of Shadowing Oaks No. 1; Layton City, Davis County, Utah, said point being 1103.50 feet North 89°49'30" East along the Section line and 139.32 feet South 1°58'07" East from the Northwest Corner of Section 14, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey; running thence South 1°58'07" East 495.80 feet to the South Boundary of said Subdivision.

DESCRIPTION OF EAST AMOCO PIPELINE CENTERLINE THROUGH SHADOWING OAKS NO. 1

Beginning at a point on the North Boundary of Shadowing Oaks No. 1; Layton City, Davis County, Utah, said point being 1109.50 feet

North 89°49'30" East along the Section line and 139.35 feet South 2°18'41" East from the Northwest Corner of Section 14, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey; running thence South 2°18'41" East 495.99 feet to the South Boundary of said Subdivision.

09-015-000610007

FURTHER SAVING AND EXCEPTING to Amoco, its successors, and assigns, the right of ingress and egress across Owner's land adjacent to said defined 16 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, its 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, its 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, streets, alleyways, driveways, 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, IL 60181.

Amoco, its successors, grantees, 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 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

The terms, conditions, and provisions hereof shall extend to and be binding upon the parties hereto, its 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 19th day of August, 1992.

ATTEST:

ED GREEN CONSTRUCTION, INC.

BY: _____

BY: Edward A. Green

NAME: _____

NAME Edward A. Green

TITLE: _____

TITLE: President

ATTEST:

AMOCO PIPELINE COMPANY

BY: Paul H. Bumbalis

BY: James A. Reno

NAME: Paul H. Bumbalis

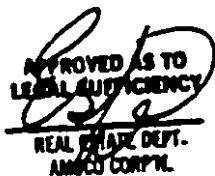
NAME: JAMES A. RENO

TITLE: Asst. Secretary

TITLE Supervisor - Engineering Services

THE STATE OF Utah)

COUNTY OF Kane)



Before me, Shirley Baird, a Notary Public in and for said County and State, on this day personally appeared Edward Green and _____ known to me to be the President and _____, respectively, of ED GREEN CONSTRUCTION, INC., a corporation, 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 19th day of August, 1992.



Shirley Baird
Notary Public

My Commission Expires: July 8, 1992

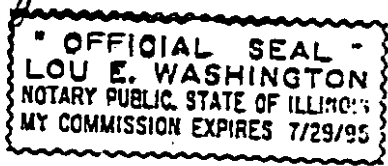
THE STATE OF ILLINOIS)

COUNTY OF DUPAGE)

Before me, LOU E. WASHINGTON a Notary Public in and for said County and State, on this day personally appeared JAMES A. RENO and PAUL A. BUMBALIS known to me to be the Supervisor Engineering Services and Asst. Secretary, respectively, of Amoco Pipeline Company, a corporation, 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 25th day of August, 199 .



Lou E. Washington
Notary Public

My Commission Expires: 7-29-95