

Return to Chevron 362
R/W-7058

Entry No. 102382 Recorded at request of Chevron Oil Co. 10⁰²
Date AUG. 8 1974 at 10:00 AM by Mary S. Chipman
Wasatch County Recorder by Fred W. Ingolds EASEMENT AGREEMENT
Deputy Book 95 Page 362-370

THIS AGREEMENT, made and entered into by and between SECURITY TITLE COMPANY, trustee, a Utah corporation of Salt Lake City, Utah, hereinafter referred to as "LESSOR," and CHEVRON OIL COMPANY, a California corporation, of P. O. Box 599, Denver, Colorado 80201, hereinafter referred to as "CHEVRON."

W I T N E S S E T H:

THAT LESSOR, for and in consideration of the sum of Ten and More Dollars (\$10.00 and more) and other good and valuable consideration, cash to LESSOR in hand paid by CHEVRON, the receipt and sufficiency of which is hereby acknowledged, LESSOR does hereby grant and convey to CHEVRON for the benefit of CHEVRON and its employees, agents, contractors, successors and assigns, the following:

A right of way and easement to construct, maintain and use a road of the character sufficient for the purposes of transporting equipment, materials, production and personnel in connection with exploring, drilling, operating, producing and marketing oil, gas and associated hydrocarbons and any other fluid or substance associated with the production of oil or gas, and for the purpose of constructing, maintaining and operating pipelines, powerlines and communication lines together with such valves, fittings, meters and other appurtenances as may be necessary or convenient to the operation of said lines, over and through the following described lands situate in Wasatch County, State of Utah:

Township 4 South, Range 10 West, U.S.M.

A strip of land 30 feet in width, the centerline of which is described as follows:

SEE BOOK 103 PAGE 417 ENTRY NO. 106149 FOR DESCRIPTION

Beginning at a point in the East line of the West 1/2 of the Northwest 1/4 of Section 20, T-4-S, R-10-W, U.S.M. which point is South 1308.97 feet and East 1331.70 feet from the Northwest corner of Section 20, T-4-S, R-10-W, U.S.M. Thence along the center line of a road as follows:

North 88° 48' 39" East 117.38 feet; thence South 87° 51' 01" East 170.75 feet; thence South 77° 02' 01" East 154.62 feet; thence South 58° 05' 21" East 138.48 feet; thence South 38° 35' 01" East 91.35 feet; thence South 13° 30' 01" East 90.32 feet; thence South 4° 35' 39" West 84.86 feet; thence South 16° 10' 59" West 100.06 feet; thence South 33° 51' 19" West 214.44 feet; thence South 33° 51' 19" West 187.84 feet; thence South 21° 22' 39" West 115.49 feet; thence South 15° 47' 39" West 146.57 feet; thence South 15° 46' 39" West 206.51 feet; thence South 13° 02' 19" West 593.50 feet; thence South 7° 34' 59" West 620.5 feet; thence South 18° 52' 41" West 240.00 feet; thence South 40° 22' 23" West 120.00 feet; thence South 22° 28' 29" West 61.00 feet; thence South 8° 27' 23" West 51.00 feet; thence South 10° 46' 49" East 63.00 feet; thence South 6° 21' 41" West 41.00 feet; thence South 23° 24' 41" West 62.00 feet; thence South 30° 50' 35" West 132.00 feet; thence South 27° 47' 35" West 89.00 feet; thence South 20° 14' 35" West 146.00 feet; thence South 3° 28' 29" West 53.00 feet; thence South 14° 07' 37" East 67.00 feet; thence South 2° 04' 29" West 37.00 feet; thence South 17° 14' 59" West 85.00 feet; thence South 24° 07' 53" West 97.00 feet; thence South 15° 22' 23" West 43.00 feet; thence South 0° 43' 17" West 187.51 feet to a point on the South line of said Section 20, as shown and plotted as Road Right of Way No. 3 on that certain Road Center Line Survey, dated June 24, 1974, which is attached hereto and made a part hereof.

CHEVRON TO HAVE AND TO HOLD said premises for the purpose and purposes hereinabove set forth for a term of ten (10) years from the date hereof and so long thereafter as the lands subject to said Agreement or any part thereof are used for or in connection with any of the aforesaid operations.

The consideration recited hereinabove is also paid and accepted as complete settlement for any and all damages thereto for the full term hereof.

CHEVRON shall have and is granted all other rights and privileges necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to, the free and full right of ingress and egress over and across, lands of LESSOR hereinabove described and the right to remove material excavated from cuts for use as fill.

CHEVRON agrees to maintain and to keep said easement clear of refuse and litter.

If requested by LESSOR, CHEVRON agrees, in connection with the construction of the easement herein granted, to erect and maintain adequate cattle guards at those points where existing fences are broken.

CHEVRON shall have the right, but not the obligation, to remove from said easement at any time during the term hereof or within three (3) months after the termination hereof, any or all structures, pipes, equipment and other facilities placed on, over, under, through and across any lands covered hereby, and title thereto shall be vested in CHEVRON at all times, and shall in no event be considered or construed as fixtures thereto.

CHEVRON agrees to pay any excess taxes that may be assessed directly or indirectly against any lands covered by this Agreement, because of the existence of erected facilities placed or constructed thereupon.

CHEVRON shall have the right to assign all or any part of the rights herein granted.

The terms, conditions, and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

LESSOR warrants and covenants that it is the owner of the lands covered hereby and that said lands are free and clear of all encumbrances and liens of whatsoever character, except those of record, and except taxes and assessments not yet due.

CHEVRON agrees to save and hold LESSOR harmless from the claims and demands of all persons whomsoever for damages caused by CHEVRON's exercise of the rights herein granted.

It is understood that this Agreement does not constitute a conveyance in fee of any part of the premises hereinabove described.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the

10th day of July, 1974.

LESSOR

CHEVRON OIL COMPANY

SECURITY TITLE COMPANY, TRUSTEE

By Mark Eggertson
MARK EGGERTSON, President

By C. O. Lange
Contract Agent, Western Division

By L. R. Wright
L. R. WRIGHT, Secretary

By H. L. Purdy
Assistant Secretary



ACKNOWLEDGMENTS

STATE OF COLORADO)
CITY AND) SS
COUNTY OF DENVER)

Before me, the undersigned authority, a Notary Public in and for said County, personally appeared C. O. LANGE and H. L. PURDY

to me personally known, who being by me duly sworn did say that they, with the capacity designated by their signatures on the document to which this certificate is attached, are the officers or agents respectively, of Chevron Oil Company, a corporation organized and existing under and by virtue of the laws of the State of California, and that they as such officers or agents in such capacity being authorized by its Bylaws and/or Board of Directors so to do, signed, sealed, executed and acknowledged before me the foregoing instrument on behalf of said Corporation as their voluntary act and deed and the voluntary act and deed of said Corporation for the uses, purposes and consideration therein expressed and contained by signing the name of the Corporation by them as such officers or agents and that the seal, if any, affixed to said instrument is the Corporate seal of said Corporation, and they further acknowledge to me that said Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal of office this the 10 day of July, 1974.

My Commission Expires:

My Commission expires Jan. 8, 1975.

H. L. Purdy
Notary Public

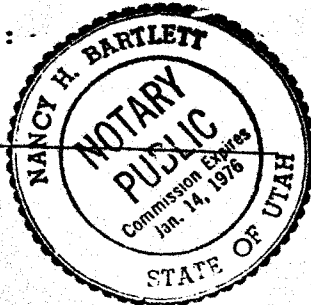
STATE OF UTAH)
COUNTY OF Salt Lake)

On the 15th day of July, 1974, personally appeared before me MARK EGGERTSON and L. R. WRIGHT, who being by me duly sworn, did say that they are the President and Secretary respectively of SECURITY TITLE COMPANY and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors (or by authority of its bylaws as the case may be), and said MARK EGGERTSON and L. R. WRIGHT acknowledged to me that said corporation executed the same.

Witness my hand and official seal.

My Commission Expires:

1-14-76



Nancy H. Bartlett
Notary Public

Residing at Salt Lake City, Utah

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CHEVRON OIL COMPANY
Right of Way # 1

Beginning at a point in the North line of the Southeast 1/4 of the Southwest 1/4 of Section 17, T4S, R10W USM which point is North 1333.23 feet and East 2177.79 feet from the Southwest corner of Section 17, T4S, R10W, USM, thence along the center line of a road as follows:

- South 25°-00'-11" West 83.41 feet,
- South 9°-35'-41" West 236.5 feet,
- South 0°-31'-01" East 143.95 feet,
- South 12°-11'-41" West 80.78 feet,
- South 24°-49'-29" West 144.24 feet,
- South 9°-46'-23" West 136.51 feet,
- South 18°-17'-17" West 133.26 feet,
- South 5°-06'-41" West 379.10 feet,
- South 21°-12'-17" West 77.39 feet,
- South 28°-59'-47" West 174.79 feet,
- South 41°-58'-59" West 113.98 feet,
- South 33°-57'-41" West 98.78 feet,
- South 43°-44'-29" West 148.65 feet,
- South 39°-17'-11" West 395.98 feet,

- South 48°-00'-41" West 4.57 feet to a point in the East line of the West 1/4 of the Northwest 1/4 of Section 20, T4S, R10W, USM.

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CHEVRON OIL COMPANY
Right of Way # 2

Beginning at a point in the East line of the West 1/2 of the Northwest 1/4 of Section 20, T4S, R10W, USM which point is East 1326.98 feet and South 776.64 feet from the Northwest corner of Section 20, T4S, R10W, USM, thence along the center line of a road as follows:

South 48°-00'-41" West 241.78 feet,

South 51°-25'-11" West 100.62 feet,

South 43°-06'-53" West 204.52 feet,

South 36°-40'-17" West 149.32 feet,

South 32°-00'-49" West 261.90 feet,

North 62°-24'-49" East 218.77 feet,

North 69°-07'-19" East 134.30 feet,

North 81°-46'-19" East 225.71 feet,

North 88°-48'-39" East 88.14 feet to a point in the East line of the West 1/2 of the Northwest 1/4 of Section 20, T4S, R10W, USM.

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CHEVRON OIL COMPANY
Right of Way # 3

Beginning at a point in the East line of the West 1/2 of the Northwest 1/4 of Section 20, T4S, R10W, USM which point is South 1308.97 feet and East 1331.70 feet from the Northwest corner of Section 20, T4S, R10W, USM. Thence along the center line of a road as follows:

- North 88°-48'-39" East 117.38 feet,
- South 87°-51'-01" East 170.75 feet,
- South 77°-02'-01" East 154.62 feet,
- South 58°-05'-21" East 138.48 feet,
- South 38°-35'-01" East 91.35 feet,
- South 13°-30'-01" East 90.32 feet,
- South 4°-35'-39" West 84.86 feet,
- South 16°-10'-59" West 100.06 feet,
- South 33°-51'-19" West 214.44 feet,
- South 33°-51'-19" West 187.84 feet,
- South 21°-22'-39" West 115.49 feet,
- South 15°-47'-39" West 146.57 feet,
- South 15°-46'-39" West 206.51 feet,
- South 13°-02'-19" West 593.50 feet,
- South 7°-34'-59" West 620.5 feet,
- South 18°-52'-41" West 240.00 feet,
- South 40°-22'-23" West 120.00 feet,
- South 22°-28'-29" West 61.00 feet,
- South 8°-27'-23" West 51.00 feet,
- South 10°-46'-49" East 63.00 feet,
- South 6°-21'-41" West 41.00 feet,
- South 23°-24'-41" West 162.00 feet,
- South 30°-50'-35" West 132.00 feet,

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South $27^{\circ}-47'-35''$ West 89.00 feet,

South $20^{\circ}-14'-35''$ West 146.00 feet,

South $3^{\circ}-28'-29''$ West 53.00 feet,

South $14^{\circ}-07'-37''$ East 67.00 feet,

South $2^{\circ}-04'-29''$ West 37.00 feet,

South $17^{\circ}-14'-50''$ West 85.00 feet,

South $24^{\circ}-07'-53''$ West 97.00 feet,

South $15^{\circ}-22'-23''$ West 43.00 feet,

South $0^{\circ}-43'-17''$ West 187.51 feet to a point on the South Line of said Section 20

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CHEVRON OIL COMPANY
Right of Way # 4

Beginning at a point in the North line of Section 29, T4S, R10W, USM which point is North 5.49 feet and East 876.92 feet from the Northwest corner of Section 29, T4S, R10W, USM. Thence along the center line of a road as follows:

- South 0°-43'-17" West 12.49 feet,
- South 12°-06'-11" West 311.87 feet,
- South 5°-25'-13" East 74.82 feet,
- South 7°-49'-01" East 199.76 feet,
- South 11°-09'-49" East 109.72 feet,
- South 37°-52'-05" West 42.05 feet,
- South 55°-09'-23" West 100.05 feet,
- South 35°-36'-11" West 131.52 feet,
- South 13°-37'-35" West 53.75 feet,
- South 20°-01'-25" East 62.95 feet,
- South 44°-00'-25" East 108.04 feet,
- South 17°-08'-13" East 159.63 feet,
- South 6°-14'-13" East 254.72 feet,
- South 2°-59'-47" West 237.12 feet,
- South 1°-52'-19" East 122.00 feet,
- South 18°-16'-41" West 164.00 feet,
- South 41°-26'-35" West 185.00 feet,
- South 62°-05'-53" West 31.40 feet,
- North 71°-19'-13" West 32.00 feet,
- North 46°-43'-31" West 88.00 feet,
- North 53°-07'-01" West 140.00 feet,
- North 79°-16'-55" West 44.00 feet,
- South 63°-24'-17" West 45.00 feet,
- South 26°-17'-41" West 111.55 feet,

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South 12°-37'-05" West 49.87 feet,

South 1°-25'-43" East 145.00 feet,

South 15°-19'-59" West 148.00 feet,

South 13°-21'-59" West 29.24 feet,

South 73°-50'-29" West 36.00 feet,

North 63°-07'-43" West 39.46 feet,

North 42°-21'-31" West 78.72 feet,

North 50°-06'-13" West 51.04 feet to the West line of said section 29 and Forest Boundary.

✓ Abs [✓] Rec [✓] Indexed [✓] Plat [✓] Paged [✓]