

24/6

NE 35- 2N-1E
06-084-0005
0035
0037
0038

RETURNED

FEB 20 1997

EASEMENT

For and In The Full Consideration of the Sum of Ten Thousand Four Hundred and Sixty-Six Dollars (\$10,466.00), the undersigned, Security Title of Davis County, Inc. d/b/a Security Title Company, a Utah corporation, A&H Development Company, Arnell Heaps, and Mark J. Green (collectively referred to as "Grantor") whose address for purposes hereof is 23 North Main Street, Farmington, Utah 84025, hereby grants, sells, conveys, and warrants to Amoco Pipeline Company, a Maine Corporation with an office located at One Mid America Plaza, #200, Oakbrook Terrace, Illinois 60181, its successors and assigns, herein called Grantee, a permanent easement (the "Easement"), 30 feet in width, for the purpose, from time to time, of constructing, operating, inspecting, maintaining, protecting, marking, relocating, repairing, replacing, changing the size of, and removing a pipeline, and appurtenances, equipment, and facilities useful or incidental to or for the operation or protection of the pipeline, for the transportation of oil, hydrocarbons, gas, water, and any other substances whether fluid or solid, any products and derivatives of any of the foregoing, and any combinations and mixtures of any of the foregoing, upon and along the route selected by Grantee, as reflected on the attached Exhibit "A", on, over, and through the following described land located in Davis County, State of Utah; Township 2 North; Range 1 West; Section 35; NE/4; to-wit:

E 1305240 B 2097 P 220
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1997 FEB 20 11:46 AM FEE 21.00 DEP MEC
REC'D FOR KINBALL PARR WADDUPS BROWN AN

See Exhibit "A" attached hereto and made a part hereof (the "Property").

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Grantee shall have the unrestrained right of ingress and egress to and from said pipeline on, over, and across said Property with the further right to maintain the Easement herein granted clear of trees, undergrowth, brush, structures, which, in Grantee's opinion, may unreasonably interfere with the operation and maintenance of the pipeline.

Grantor shall have the right to use and enjoy the property covered by the Easement; 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 knowingly permit to be built, created, or constructed, any obstruction, building, lake, engineering works, or any other type of structure over or on said Easement. Notwithstanding the foregoing, Grantor may place storage sheds, children's play equipment or other objects within the Easement if they are located on skids, wheels or other moveable undersupports that can be readily pulled out of the way in the event of an emergency.

Grantor hereby acknowledges that a portion of the Consideration described above has been paid to cover any and all damages caused to or suffered by the Property in connection with the installation of the pipeline, and Grantor hereby releases and acquits Grantee from any and all liability it otherwise might incur on account of such damages. Grantee, for itself and its successors, agrees that in the event that it disturbs or damages the Property in the future, Grantee shall return the Property to the condition that existed prior to the disturbance or damage; provided, however, that Grantee shall not be liable for damages caused on the Easement by

keeping the Easement clear of trees, undergrowth, brush, structures and/or any other obstructions not permitted by this Easement.

E 1305240 B 2097 P 221

Any pipeline constructed under this grant across lands under cultivation shall be buried at the time of original construction to such a depth as will not interfere with ordinary cultivation at the time of completion of construction, but not lower than thirty-six (36) inches below the surface in cultivated area, and not lower than twenty-four (24) inches through rock, unless Grantee, in Grantee's sole discretion, elects to bury such pipeline at greater depths than those specified herein. Grantor shall not reduce the cover over the pipeline at any time; nor shall Grantor knowingly allow the reduction of such cover by any third party. Further, Grantor shall not add more than two (2) feet of cover over the pipeline, at any time; nor shall Grantor knowingly allow the addition of any such cover in excess of two (2) feet to be made by any third party.

Grantee, for itself and its successors and assigns, hereby agrees that it will indemnify and forever hold harmless the Grantor and their successors and assigns from and against any loss or damage that Grantor may suffer to the property described on Exhibit "A" to this Easement, and against the claims of any person or entity for damage to property, real or personal and/or claims related to the death or injury of persons, but only to the extent that such loss, damage, claim, injury, or death results from the construction, installation, operation, maintenance, protection, relocation, repair, replacement, or removal of the pipeline described above and any appurtenances, equipment and facilities which are the subject of this Easement.

Grantor agrees to execute and deliver to Grantee, without additional compensation, any additional documents needed to correct or redefine the legal description of the easement area to conform to the Right-of-Way actually occupied by the pipeline.

It is agreed that any payment due hereunder may be made directly to said Grantor, or any one of them.

The terms, conditions, and provisions of this Easement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto. Grantor anticipates the imminent sale of said land, and hereby represents and warrants that Grantor has disclosed the existence of this Easement to the buyer of the land, and further warrants that this Easement will be recorded with the Davis County Recorder prior to the closing of said sale. The Easement and rights herein granted may be leased or assigned in whole or in part.

To Have and To Hold said Easement, rights, estates, and privileges unto Grantee, its successors, grantees, and assigns, so long as said Easement is used for the purposes granted herein.

IN WITNESS WHEREOF, Grantor has executed this Instrument this 19th day of February, 1997.

Corporate Acknowledgement

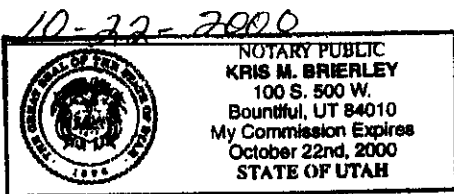
The State of Utah)
: SS
County of Davis)

The foregoing Instrument was acknowledged before me this 19th day of February, 1997, by Arnell Heaps, of A&H Development Company.

Witness my Hand and Official Seal.

E 1305240 8 2097 P 223

My Commission expires on:



Kris M. Brierley
Notary Public

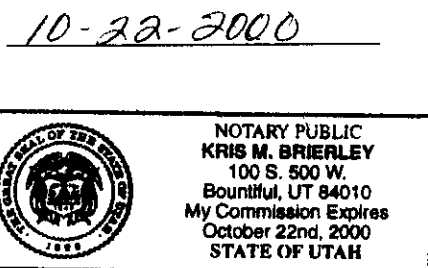
Individual Acknowledgement

The State of Utah)
: SS
County of Davis)

The foregoing Instrument was acknowledged before me this 19th day of February, 1997, by Arnell Heaps.

Witness my Hand and Official Seal.

My Commission expires on:



Kris M. Brierley
Notary Public

Individual Acknowledgement

The State of Utah)

: SS

County of Davis)

The foregoing Instrument was acknowledged before me this 19th day of February, 1997, by Mark J. Green.

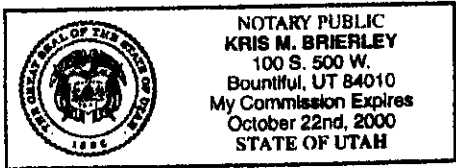
Witness my Hand and Official Seal.

E 1305240 B 2097 P 224

My Commission expires on:

10-22-2000

Kris M. Brierley
Notary Public



NE
SEC.
COR

FOUND BRASS MONUMENT IN CONCRETE
SET BY DAVIS COUNTY SURVEYOR (19p)

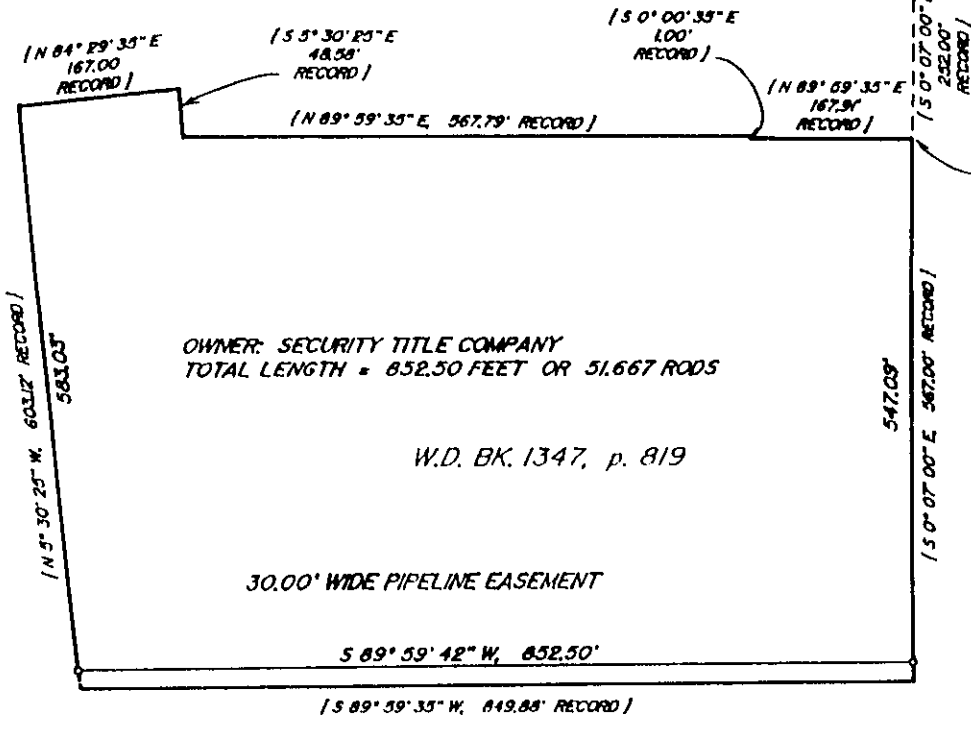
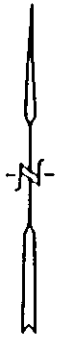
S 89° 59' 35" W, 2639.69' MEASURED

N 1/4

SECTION 35
T 2 N, R 1 W

E 1305240 + 2097 P 215

SCALE: 1" = 200'



OWNER: SECURITY TITLE COMPANY
TOTAL LENGTH = 852.50 FEET OR 51.667 RODS

W.D. BK. 1347, p. 819

30.00' WIDE PIPELINE EASEMENT

S 89° 59' 42" W, 852.50'
[S 89° 59' 35" W, 849.88' RECORD]

NOTE:

THIS MAP WAS PREPARED FOR THE PURPOSE OF IDENTIFYING THE LOCATION OF A PROPOSED PIPELINE ACROSS SECURITY TITLE COMPANY PROPERTY AND IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY OF SAID PROPERTY.

CERTIFICATE OF SURVEYOR

STATE OF WYOMING)
COUNTY OF UINTA) 99

I, STANTON G. TAGGART, UTAH L.S. No. 278046, OF UINTA ENGINEERING AND SURVEYING, INC. HEREBY STATE THAT I AM BY OCCUPATION A REGISTERED LAND SURVEYOR EMPLOYED BY AMOCO PIPELINE COMPANY TO MAKE THE SURVEY OF THE PIPELINE EASEMENT DESCRIBED AND SHOWN ON THIS PLAT; THAT THE SURVEY OF SAID WORKS WAS MADE UNDER MY SUPERVISION AND UNDER MY AUTHORITY AND THAT SUCH SURVEY IS ACCURATELY REPRESENTED HEREON.

AMOCO PIPELINE COMPANY
PIPELINE EASEMENT
SECURITY TITLE COMPANY
NE 1/4 SECTION 35, T2N, R1W, S.L.B.H.

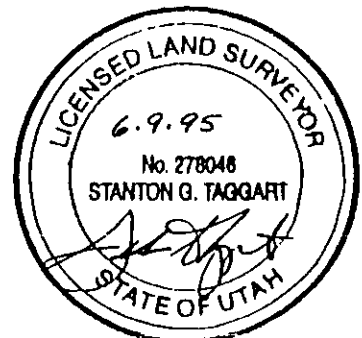
AN EASEMENT FOR PIPELINE PURPOSES LOCATED IN THE NE 1/4 OF SECTION 35, T2N, R1W, S.L.B.H., CITY OF WOODS CROSS, DAVIS COUNTY, UTAH, BEING 30.00 FEET WIDE, 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE WESTERLY LINE OF THAT TRACT DESCRIBED BY WARRANTY DEED IN BOOK 1347 ON PAGE 819 OF THE DAVIS COUNTY RECORDS, LYING S 05°30'25" E, 583.03 FEET FROM THE NORTHWEST CORNER THEREOF;
THENCE N 89°59'42" E, 852.50 FEET TO THE POINT OF ENDING, SAID POINT LYING ON THE EAST LINE OF SAID TRACT, S 00°07'00" E, 574.09 FEET FROM THE NORTHEAST CORNER THEREOF.

SAID EASEMENT BEING 852.50 FEET, OR 51.667 RODS, MORE OR LESS, IN LENGTH.

THE SIDE LINES OF SAID EASEMENT ARE TO BE SHORTENED OR EXTENDED TO BEGIN AND END ON THE SAME LINES THAT THE CENTERLINE BEGINS AND ENDS UPON.

ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESS OR IMPLIED, THAT I MAY HAVE TOWARD THE SUBJECT PROPERTY



REV. 9-13-95

MAP SHOWING
AMOCO PIPELINE COMPANY
PIPELINE EASEMENT
ACROSS SECURITY TITLE PROPERTY

NE 1/4 SECTION 35
T 2 N, R 1 W, S.L.B.H.
DAVIS COUNTY, UTAH
W.D. BK. 1347, p. 819 of the
DAVIS COUNTY RECORDS

UINTA ENGINEERING and SURVEYING, INC.
308 MAIN STREET, EVANSTON, WYOMING 82930
(307) 789-3602
6-9-95 443 95-11-04