

3715

RETURNED

APR 17 1995

E2 -11-17A-1W

ENCROACHMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

E 1174686 B 1865 P 35
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1995 APR 17 8:58 AM FEE 37.00 DEP JB
REC'D FOR CONOCO INC

WHEREAS, PIONEER PIPE LINE COMPANY (PPL), A Delaware corporation, is the present owner of a Right of Way Easement (Right of Way), crossing over the land of Kulmer & Schumacher, the undersigned (Landowner); and

WHEREAS, said Right of Way was acquired by that certain grant to PPL recorded January 11, 1967, in File 305393, Book 358, Page 475, of the official records in Davis County, Utah and affects the title to the following described property now vested in the Landowner;

Tract of land located in the West Half of the East Half of Section 11, Township 1 North, Range 1 West, Davis County, Utah; and

WHEREAS, the Right of Way provides that no structure or improvement may be erected upon or made on the surface of said Right of Way; and

WHEREAS, Landowner has constructed a fence around his property (such construction); and

WHEREAS, said fence encroaches on the Right of Way;

NOW, THEREFORE, notwithstanding any of the provisions contained in said Right of Way which prohibits such construction, PPL hereby consents and agrees, insofar as PPL has the lawful right so to do, to the continued existence of such construction partly within the Right of Way area, subject to the following terms and conditions:

1. It is understood and agreed that, except as specifically permitted herein, Landowner shall not erect, construct or create any building, house, improvement, structure or obstruction of any kind within said Right of Way area, or cause or permit such work or said acts to be done by others. The Landowner shall assume, indemnify, defend and save harmless PPL, its successors and assigns from any and all cost, loss, damage, expense or claim of any kind or nature whatsoever arising from any act of Landowner in connection with such construction or from the continued existence of such construction permitted hereunder.

When Recorded Please Return To:
CONOCO INC.
Real Property Administration
P. O. Box 1267
Ponca City, OK 74603 25140

01-104-0001 thru 0008
01-106-0002 thru 0006
01-103-0010

2. If PPL deems it necessary to remove any portion of such construction to gain access to its pipeline or pipelines for repairs, maintenance or for any other purpose whatsoever, or in exercising any rights granted to it by the Right of Way, PPL may remove same, and after PPL has completed the work, Landowner agrees to perform any replacement necessary at his sole cost and expense. PPL shall not be responsible or liable to Landowner for any damage caused to such construction in the performance of the work done by PPL.

3. Landowner shall pay for any and all damages to PPL's pipeline or pipelines and shall hold PPL harmless and defend PPL from and against any and all loss or liability resulting from injury to or death of any person or persons, including Landowner, or damage to any property of any person, including Landowner's property, where such damage, injury or death result from Landowner's use of said Right of Way area or such construction.

4. It is understood and agreed that the above-described Right of Way shall remain in full force and effect except as set forth herein.

5. This Encroachment Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

Executed this 3rd day of May, 1994

ATTEST

[Signature]

KULMER & SCHUMACHER

By: [Signature]

Printed Name: Morris H. Kulmer

Title: Partner

ATTEST

[Signature]

PIONEER PIPE LINE COMPANY

By: [Signature]

Printed Name: Bert Albers

Title: President

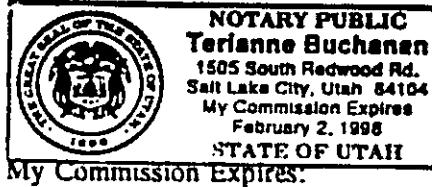


STATE OF Utah §
COUNTY OF Salt Lake §

E 1174686 B 1265 P 37

On this 3rd day of May, 1994, before me a notary public in and for said county and state, personally appeared THOMAS H. KULMER known to me to be the partner of KULMER & SCHUMACHER, the corporation that executed the above instrument, or the person that executed the instrument on behalf of said corporation, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



My Commission Expires:

2-2-98

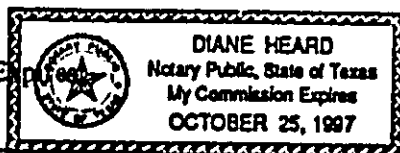
Terianne Buchanan
NOTARY PUBLIC FOR _____
Residing at:
1505 S. Redwood Rd.

STATE OF Texas §
COUNTY OF Tarrant §

On this 17th day of June, 1994, before me a notary public in and for said county and state, personally appeared Bert W. Heard known to me to be the President of PIONEER PIPE LINE COMPANY, the corporation that executed the above instrument, or the person that executed the instrument on behalf of said corporation, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires



Diane Heard
NOTARY PUBLIC FOR Tarrant County
Residing at: Houston Texas

Document No. 035140
System/Subsystem PPL/002; PPL/003; PPL/004
Pipe Size 6 inch; 10 inch; 10 inch
Tract No. 9999.999; 9999.999; 9999.999
Rods Purchased N/A N/A N/A
Check No. N/A N/A N/A
Charge N/A N/A N/A

NORTH SALT LAKE CODE A B & J

10" - 10" x 12,074'

2-10" Lines:
- 14" Casing
- 2" V. Pipe

3 TRANSFER LINES

6" PURGE
10" FUEL OIL
10" GASOLINE

TERMINAL

OIL REFINERY

OIL REFINERY

CITY

Becks (BM 4221)

OIL REFINERY

Math Sch

26

PIONEER P.L. CO

Gravel Pit

Gravel Pits

(6" Line) - (2-10" Lines)
(172' - 10" Casing - 172' - 14" Casing)
31' - 2" V. Pipe 31' - 2" V. Pipe

WASHC H

NATIONAL FOREST

DAVIS COUNTY SALT LAKE COUNTY

CORPORATE B'DY

NATIONAL FOREST

SALT LAKE COUNTY BOUNDARY

Hwy Spring

Time Canyon

Canyon

Meridian Peak

Gravel Pit

Gravel Pit

Gravel Pit

Radio Facility

Radio Facility

City Creek (BM 4210)

Radio Facility

Police

Fire Dept

Ensign Pt. Monument

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471
50'
470
419
417
416
47'30"

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(FORT DOUGLAS) 3685 IV SE

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