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GARY W. OTT  
RECODER, SALT LAKE COUNTY, UTAH  
CHEVRON PIPE LINE CO  
2875 S DECKER LAKE DR STE 150  
SALT LAKE CITY UT 84119  
BY: TRP, DEPUTY - III 3 P.

After recording return to:  
Chevron Pipe Line Company  
2875 S. Decker Lake Drive, Suite 150  
Salt Lake City, UT 84119  
Attn: Melissa Horiuchi

### **AMENDMENT TO ENCROACHMENT AGREEMENT**

STATE OF UTAH )  
 )  
UNIVERSITY OF UTAH ) ss.  
 )

This **AMENDMENT TO ENCROACHMENT AGREEMENT** ("Amendment") is made and entered into this ~~5~~ day of May, 2014, by and between CHEVRON PIPE LINE COMPANY, a Delaware corporation ("Chevron"), and the UNIVERSITY OF UTAH, a politic and corporate of the State of Utah ("Landowner").

#### **WITNESSETH:**

**WHEREAS**, Chevron is the present owner of an easement and right-of-way ("Right-of-Way") more particularly described in that certain document entitled "Pipeline Easement" dated June 12, 1996, between Landowner, as grantor, and Chevron, as grantee, recorded on in Volume 7421, Page 0339, Official Records of Salt Lake County, State of Utah ("Right-of-Way Grant"); and

**WHEREAS**, On March 6, 2014, Chevron and Landowner entered into that certain "Encroachment Agreement" recorded on in Volume 10215, Pages 8328-8337, Official Records of Salt Lake County, State of Utah ("Encroachment Agreement") allowing Landowner to construct certain encroachments on the Right-of-Way; and

**WHEREAS**, the parties desire to amend the Encroachment Agreement to include an additional encroachment on said Right-of-Way.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Chevron agrees to allow Landowner to construct and maintain an additional encroachment on the Right-of-Way, consisting of electrical conduit running perpendicular to the Right-of-Way adjacent to Red Butte Canyon Road on the south side of the road ("Conduit"). The Conduit will house 120V electrical line to be used for site lighting.
2. The voltage of the Conduit shall not exceed 480V combined with the other conduits within the bundle.
3. The construction and maintenance of the Conduit shall, in all respects, remain subject to all terms and conditions of the Encroachment Agreement.
4. The Encroachment Agreement, as amended hereby, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties have executed this instrument as of the day and year first above written.

**UNIVERSITY OF UTAH**

Signature: Arnold B. Combe

Print Name: Arnold B. Combe

Title: Vice President

**CHEVRON PIPE LINE COMPANY**

Signature: Lisa Shreder

Print Name: LISA SHREDER

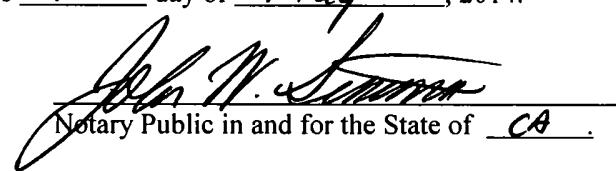
Title: AREA MANAGER - WEST OPERATIONS  
ATTORNEY IN FACT

**ACKNOWLEDGEMENTS**

STATE OF California §  
COUNTY OF Kern §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Lisa Shreder, the Attorney-in-Fact of CHEVRON PIPE LINE COMPANY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN under my hand and seal of office this 5th day of May, 2014.

  
Notary Public in and for the State of CA.

My Commission expires: May 2, 2015



STATE OF UTAH §  
CITY OF SALT LAKE §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Arnold B. Combe, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN under my hand and seal of office this 22<sup>nd</sup> day of April, 2014.

My Commission expires: May 1, 2016

Ann Holbrook

Notary Public in and for the State of Utah

