

RETURNED

NOV 27 1996

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CAROL DEAN PAGE, DAVIS CNTY RECORDER
1996 NOV 27 9:18 AM FEE .00 DEP DJW
REC'D FOR WEST BOUNTIFUL CITY

**AGREEMENT FOR EASEMENT
(NON-EXCLUSIVE)**

NE 24 2N-1W

06-039-0042

THIS AGREEMENT FOR EASEMENT (NON-EXCLUSIVE) is made and entered into as of this 16th day of October, 1996 ("Agreement"), by and between Chevron U.S.A. Inc., a Pennsylvania corporation ("Grantor"), and West Bountiful City, a municipal corporation organized and existing under the laws of the State of Utah ("Grantee");

WITNESSETH:

WHEREAS, Grantee desires to obtain from Grantor and Grantor is willing to grant and convey to Grantee a non-exclusive, perpetual underground storm drain pipeline easement according to the terms and conditions herein set forth:

1. Grantor shall grant and convey to Grantee a non-exclusive perpetual underground easement and right-of-way, together with the right of reasonable ingress and egress to construct, own, operate, maintain, repair and replace an underground storm drain pipeline and appurtenant improvements on, over, across, under and through Grantor's land located in Davis County, State of Utah, pursuant to a formal Grant of Easement document, the form of which is attached hereto as Exhibit "A" and incorporated herein by reference. The easement area is legally described in Exhibit "A" ("Premises") and shown on the attached Exhibit "B" which is incorporated herein by reference.

2. As consideration for the grant of easement, the Grantee shall pay to the Grantor the sum of One Dollar (\$1.00).

3. The easement granted herein is non-exclusive and may be used by Grantor or any others, taking by, through or under Grantor, and Grantor's invitees.

4. Grantee shall not erect or install any barrier that may interfere with the ingress or egress of vehicular or pedestrian traffic to or from Grantor's property.

5. Grantee shall not unreasonably interfere with Grantor's use of the Premises. Without limiting the generality of the foregoing, Grantor intends to continue to maintain a Chevron advertising sign pole and planter boxes ("Improvements") within the Premises. Grantee shall not interfere with the Improvements and shall insure that the Improvements are fully supported and undamaged during its use of the Premises. Grantor retains the right to make use of the Premises including, but not limited to, maintenance of Improvements, relocation of Improvements and other activities associated with its business on the property adjacent to the Premises.

6. Grantee shall, upon the completion of any work within the Premises, return the Premises to a condition that is as good or better than it was in prior to Grantee's work.

7. Grantor's use of the Premises shall not unreasonably interfere with Grantee's use of the Premises as provided in this Agreement. The primary use of the Premises is to support Grantor's business on the property adjacent to the Premises.

8. Grantee agrees to indemnify and hold harmless Grantor, insofar as it is legally able to do so, from any liability arising out of Grantee's activities or operations under this Agreement. Grantee further agrees to assume responsibility for any damages proximately caused by reason of Grantee's activities or operations under this Agreement and Grantee shall, at its option, either repair or pay for any such damage.

9. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors, assigns and contractors, as the case may be.

10. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements, either written or oral, regarding which is the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

GRANTOR:

CHEVRON U.S.A. INC.

By: Mark Nel

Its: Atty in Fact

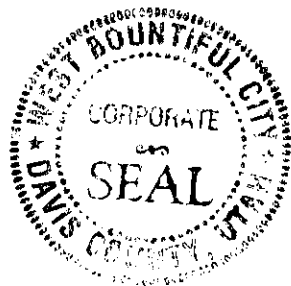
GRANTEE:

WEST BOUNTIFUL CITY, A municipal corporation

By: Carl W. Johnson
Mayor

Attest:

Sandy Hansen
City Recorder



**RECORDED AT THE REQUEST OF AND
WHEN RECORDED PLEASE RETURN TO:**

E 1289712 B 2068 P 888

**Chevron U.S.A. Inc.
P.O. Box 5004
San Ramon, CA 94583-0804
Attn: V.M. Cargill**

7-4197

**GRANT OF EASEMENT
(Non-Exclusive)**

Upon the terms and conditions of that certain Agreement for Easement (Non-Exclusive), dated of even date herewith, Chevron U.S.A. Inc., a Pennsylvania corporation ("Grantor"), for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains and conveys to West Bountiful City, a municipal corporation organized and existing under the laws of the State of Utah ("Grantee"), a non-exclusive perpetual easement and right-of-way, together with the right of ingress and egress for the construction, ownership, operation, maintenance, repair and ultimate replacement of an underground storm drainage pipeline and appurtenant facilities on, over, across, under and through Grantor's land located in County of Davis, State of Utah said easement being more particularly described as follows:

Beginning on the west line of 500 West Street and the South line of the property conveyed to the State Road Commission in Book 453, Page 671, said point being 172 feet West and 356 feet North from the Southeast corner of the Northeast quarter of Section 24, T2N, R1W, SLM; and running thence westerly 7.0 feet;

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EXHIBIT "A"

thence South 158 feet; thence East 7.0 feet to the West line of said 500 West Street; thence North 158 feet to the point of beginning.

Contains 0.025 acre.

IN WITNESS WHEREOF, the Grantor has set its hand this 16th day of October, 1996.

GRANTOR:

CHEVRON U.S.A. INC.

By: Mark A. Nel

Its: Atty in Fact

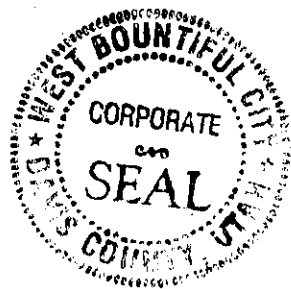
GRANTEE:

WEST BOUNTIFUL CITY, A municipal corporation

By: Carl W. Johnson
Mayor

Attest:

Samuel Johnson
City Recorder



State of California)
City of LA HABRA)
County of ORANGE)

SS

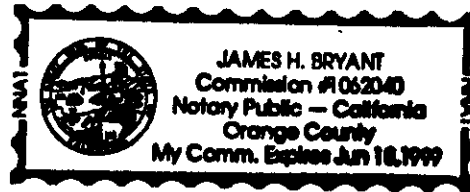
E 1289712 B 2068 P 890

On NOVEMBER 4, 1996, before me, JAMES H. BRYANT, a Notary Public in and for the State of California, personally appeared MARK A. NELSON, of Chevron U.S.A. Inc., a Pennsylvania corporation, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the within instrument in his or her authorized capacity, and that by his or her signature on the within instrument, the person or the entity upon behalf of which the person acted executed the within instrument.

Witness my hand and official seal.

Signature

James H. Bryant



State of Utah,)
City of West Bountiful)
County of Davis)

SS

On October 21, 1996, before me, Laverne E. Greaves, a Notary Public in and for the State of Utah, personally appeared Carl M. Johnson Mayor of City of West Bountiful, Utah, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the within instrument in his or her authorized capacity, and that by his or her signature on the within instrument, the person or the entity upon behalf of which the person acted executed the within instrument.

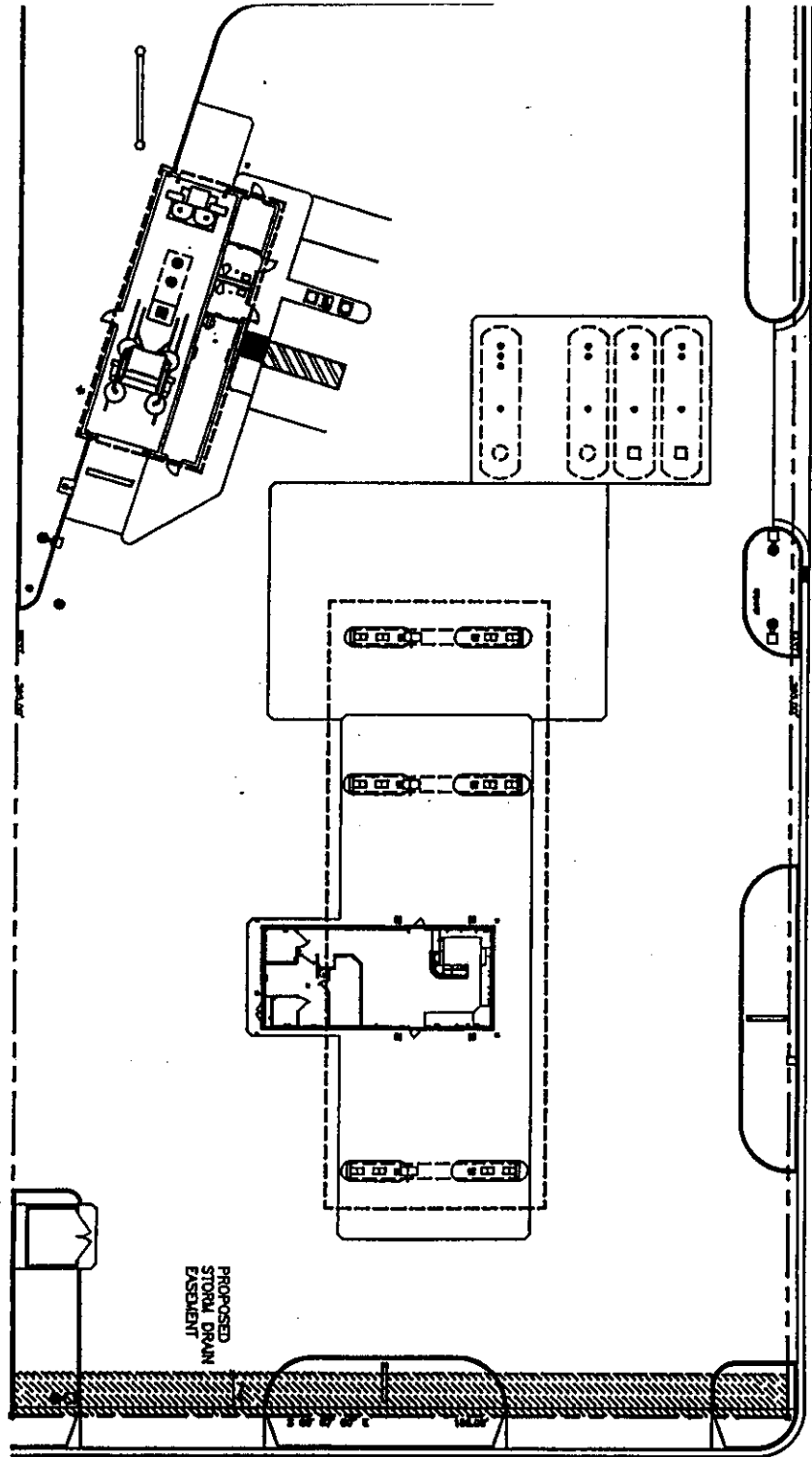
Witness my hand and official seal.

Signature

Laverne E. Greaves



FOURTH NORTH STREET



500 WEST STREET
(U.S. HIGHWAY 91)

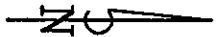


EXHIBIT "B"



		SITE PLAN	
Chevron		DEVELOPER OPERATED 7-4197	
Fuel Development Unit		381 NORTH 5TH WEST	
EXHIBIT		BOLINGBROOK, ILLINOIS	
DATE	BY	DATE	BY
		MAR 10/14/78	