

EASEMENT 06-083-0028 } pt
-2029
NW 35-2N-1W

For and In The Full Consideration of the Sum of Seventeen Thousand Nine Hundred and Eighty One Dollars (\$17,981.00) (hereinafter referred to as the "Consideration"), the undersigned, Nelson Family Investments, Ltd., whose address is 1830 E. Maple Lane, Bountiful, Utah 84010, herein called Grantor, 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, hereinafter referred to as 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 thereof, 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 a route to be selected by Grantee on, over, and through the following described land located in Davis County, State of Utah; Township 2 North; Range 1 West; Section 35; NW/4; to wit:

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JAMES ASHAUER, DAVIS CNTY RECORDER
1997 SEP 23 9:31 AM EEE 23.00 DEP MEC
Johnson & Hatch

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

The Consideration shall be paid by Grantee to Grantor as follows: Within ten days of the date that Grantee receives a copy of this Easement from Grantor containing the notarized signatures of all signatories listed hereunder, Grantee and Grantor shall jointly file a motion and stipulation with the Court in the case of Amoco Pipeline Company vs. Nelson Family Investments, LTD, et al., Civil No. 950700332, currently pending in the Second Judicial District Court of Davis County, State of Utah (the "Action"), seeking to have the Court dismiss the Action with prejudice and disburse all funds (including accrued interest) presently on file in the Action with the clerk of the Court to Nelson Family Investments, LTD, care of Grantor's attorney, J. Scott Buehler, 1104 Country Hills Dr. #700, Ogden, Utah 84403. Within five days of receiving such funds, Grantor's attorney shall inform Grantee in writing of the total amount received from the Court. To the extent that the amount received is less than \$17,981.00, Grantee shall pay the deficiency (i.e., \$17,981.00 - the amount received from the Court) to Grantor, care of its attorney. To the extent that the amount received by Grantor is more than \$17,981.00, Grantor shall refund the excess (i.e., the amount received from the Court - \$17,981.00) to Grantee, care of its attorney, Paul C. Drecksel, JOHNSON & HATCH, 10 West Broadway, Suite 400, Salt Lake City, Utah 84101, within ten days of receiving such funds from the Court.

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

In addition to the Easement granted herein, Grantor further has granted to Grantee an additional temporary easement, 25 feet in width, running parallel to and adjoining the Easement (the "Temporary Easement"). The Temporary Easement was used as working space by Grantee during and for the construction and installation of the pipeline and any appurtenant facilities, and expired by its terms on July 1, 1996. Notwithstanding the foregoing, Grantee may enter upon and use the Temporary Easement area in the future to deal with subsidence or compaction problems along the surface area of the Easement or to make any necessary repairs on the pipeline. Grantor hereby acknowledges that Grantee already has buried the pipeline on the Property, and agrees and acknowledges that the Consideration is being paid to acquire the Easement and the Temporary Easement and in full satisfaction of any damages that Grantor or

the Property may have suffered or that Grantee or its agents may have caused in connection with the construction and burial of the pipeline on the Property. Grantor hereby releases and forever discharges Grantee from any liability that Grantee otherwise might have incurred in connection with its actions in constructing and burying the pipeline on the Property.

E 1348763 B 2179 F

3

Grantor shall have the right to use and enjoy the Property; 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 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 cross the Easement with concrete driveways so long as no reinforcing materials which would impede emergency access to the pipeline underlie the concrete. Grantor also may construct fences and utility laterals which cross the Easement so long as at least twelve inches clearance separates the pipeline and all portions of the fences and utility laterals. Grantor also may construct and bury utilities within the Easement that run parallel to the pipeline so long as no part of such utilities is located within ten feet of the pipeline.

Grantee agrees to pay for damages to growing crops, pasturage, timber, fences, drain tile, or other improvements of Grantor resulting from Grantee's exercise in the future of the rights herein granted; provided, however, that Grantee shall not be liable for damages caused on the Easement by keeping said Easement clear of trees, undergrowth, brush, structures, and/or any other obstructions not expressly permitted herein.

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 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 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, claims related to the death or injury of persons, but only to the extent that such loss, damage, claim, injury, or death results solely 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 area actually occupied by the pipeline.

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. The Easement and rights herein granted may be leased or assigned in whole or in part.

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

E 1348763 B 2179 P

4

WITNESS the hand of said Grantor this 20 day of Aug, 1997.

Nelson Family Investments, Ltd., by one of its general partners:

Norma J. Nelson

Norma J. Nelson, trustee of the Delton S. Nelson Irrevocable Family Trust

Scott Nelson

Scott Nelson, trustee of the Delton S. Nelson Irrevocable Family Trust

David J. Nelson

David J. Nelson, trustee of the Delton S. Nelson Irrevocable Family Trust

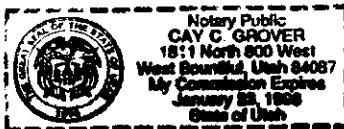
STATE OF UTAH)
County of Javis)

On this 20 day of August, 1997, Norma J. Nelson appeared before me and, after being sworn under oath, did say that she is a trustee of the Delton S. Nelson Irrevocable Family Trust (the "Trust"), that the Trust is a general partner of Nelson Family Investments, Ltd. (the "Partnership"), and that she is executing this Easement in her capacity as a trustee of the Trust consistent with the authority granted to her by and with the provisions of the instruments creating and governing the Trust and Partnership.

My Commission Expires:

1-23-98

Cay C. Grover
Notary Public
Residing at _____



**-- MICROFILM MEMO --
LEGIBILITY OF TYPING OR PRINTING
UNSATISFACTORY IN THE DOCUMENT
WHEN FILMED.**

STATE OF UTAH)

County of Wasatch)

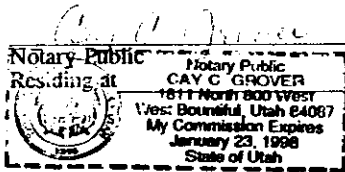
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5

On this 20 day of August, 1997, Scott Nelson appeared before me and, after being sworn under oath, did say that he is a trustee of the Delton S. Nelson Irrevocable Family Trust (the "Trust"), that the Trust is a general partner of Nelson Family Investments, Ltd. (the "Partnership"), and that he is executing this Easement in his capacity as a trustee of the Trust consistent with the authority granted to him by and with the provisions of the instruments creating and governing the Trust and Partnership.

My Commission Expires:

1-23-98



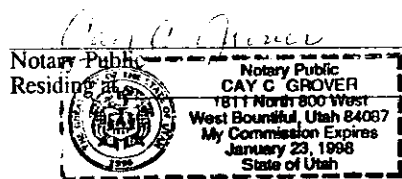
STATE OF UTAH)

County of Wasatch)

On this 20 day of August, 1997, David J. Nelson appeared before me and, after being sworn under oath, did say that he is a trustee of the Delton S. Nelson Irrevocable Family Trust (the "Trust"), that the Trust is a general partner of Nelson Family Investments, Ltd. (the "Partnership"), and that he is executing this Easement in his capacity as a trustee of the Trust consistent with the authority granted to him by and with the provisions of the instruments creating and governing the Trust and Partnership.

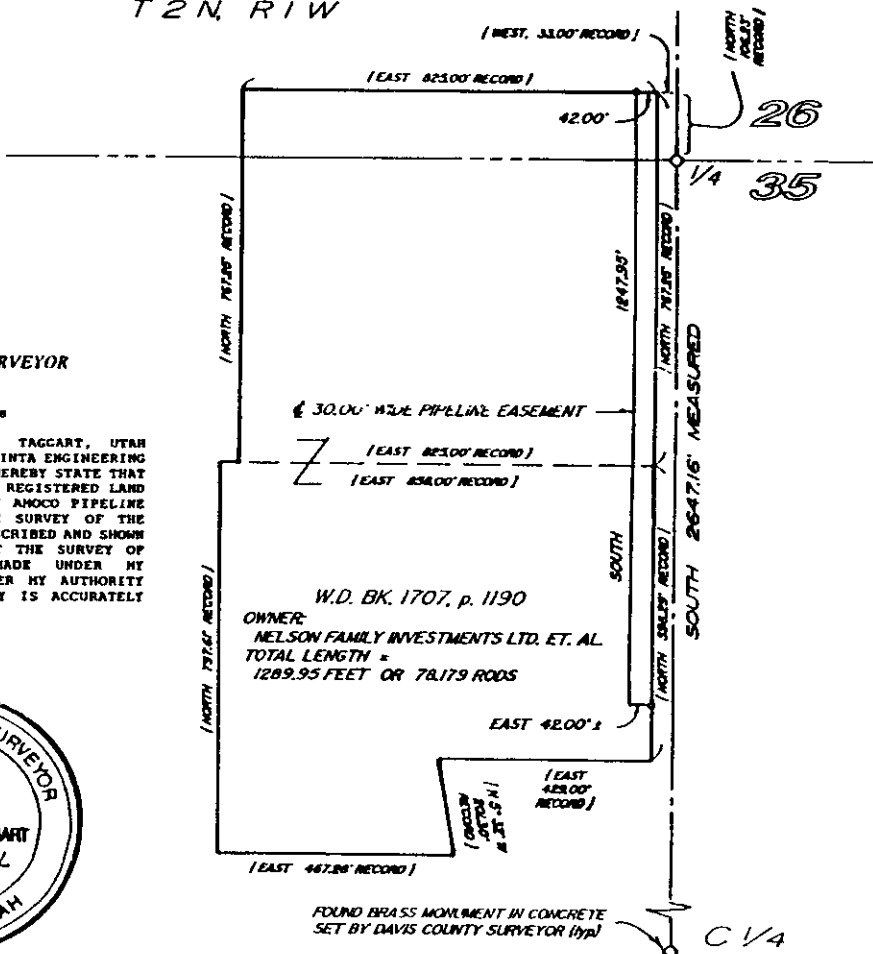
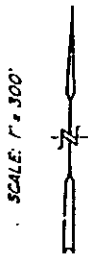
My Commission Expires:

1-23-98



— MICROFILM MEMO —
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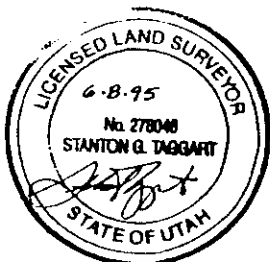
T2N, R1W



CERTIFICATE OF SURVEYOR

STATE OF UTAH)
 COUNTY OF UTAH) ss

I, STANTON G. TAGGART, UTAH L.S. No. 278046, OF UTAH 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.



REV. 9-15-95

**AMOCO PIPELINE COMPANY
 PIPELINE EASEMENT
 NELSON FAMILY INVESTMENTS LTD. ET AL.
 SW 1/4 SECTION 26 AND NW 1/4 SECTION 35,
 T2N, R1W, S.L.B.M.**

AN EASEMENT FOR PIPELINE PURPOSES LOCATED IN THE SW 1/4 OF SECTION 26 AND THE NW 1/4 OF SECTION 35, T2N, R1W, S.L.B.M., THE 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 NORTH LINE OF THAT TRACT DESCRIBED BY WARRANTY DEED IN BOOK 1707 ON PAGE 1190 OF THE DAVIS COUNTY RECORDS, SAID POINT LYING WEST 42.00 FEET FROM THE NORTHEAST CORNER THEREOF;
 THENCE SOUTH 1247.95 FEET;
 THENCE EAST, 42.00 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF SAID TRACT, SAID POINT BEING THE POINT OF ENDING OF THE EASEMENT;
 SAID EASEMENT BEING 1289.95 FEET, OR 78.179 RODS, MORE OR LESS, IN LENGTH.

TOGETHER WITH A TEMPORARY 25 FOOT WIDE CONSTRUCTION EASEMENT. SAID TEMPORARY CONSTRUCTION EASEMENT SHALL BE PARALLEL WITH, AND ADJACENT TO, THE WESTERLY LINE OF THE ABOVE DESCRIBED EASEMENT.

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.

See attached Warranty Deed description.

**MAP SHOWING
 AMOCO PIPELINE COMPANY
 PIPELINE EASEMENT
 ACROSS NELSON PROPERTY**

SW 1/4 SECTION 26 and
 NW 1/4 SECTION 35
 T2N, R1W, S.L.B.M
 DAVIS COUNTY, UTAH
 W.D. BK. 1707, p. 1190 of the
 DAVIS COUNTY RECORDS

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

UETA ENGINEERING AND SURVEYING, INC.
 308 ALBANY STREET, EVANSTON, WYOMING 82930
 (507) 789-1602
 6-8-95 940 R/B 95.11.01

BEG .50 CHS W, 1.61 CHS N OF NE COR OF NW 1/4 OF SEC 35, T2N-R1W; SLM; W 12.5 CHS
S 11.625 CHS, E 12.5 CHS, N 11.625 CHS TO BEG. CONT. 14.53 ACRES.

ALSO BEG AT PT 13 CHS W, 10.015 CHS S OF NE COR OF NW 1/4 OF SEC. 35, T2N,

R1W, SLM, TH N 29.375 CHS, W .50 CHS, TH S 29.375 CHS, TH E .50 CHS TO BEG. CONT.

1.47 ACRES IN ALL 16.00 ACRES

E 1348763 B 2179 P 7