

3348509

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this 5 day of  
SEPTEMBER, 1979, by and between SOUTH VILLAGE,  
INC., hereinafter called the "First Party," and CHEVRON U.S.A.  
INC., hereinafter called the "Second Party."

W I T N E S S E T H:

Second Party has acquired a leasehold interest for a term of approximately fifteen (15) years commencing August 1, 1979 with the right to extend the said lease for an additional term of five (5) years covering certain property situated in Salt Lake County, State of Utah which is more particularly described in Exhibit A attached hereto and by this reference made a part hereof. Said leasehold interest has been acquired pursuant to a lease dated as of August 1, 1979, from Ronald S. White and Blanch S. White, Trustees, Lessors, to Chevron U.S.A. Inc., Lessee. Lessee intends the construction and operation of a service station facility upon said premises.

First Party is the owner of certain property in Salt Lake County, State of Utah, which adjoins the property described in Exhibit A, and which is more particularly described in Exhibit B attached hereto and by this reference made a part hereof.

NOW, THEREFORE, in consideration of the joint execution of this Agreement and for other consideration, the receipt and sufficiency of which are hereby acknowledged, First Party and Second Party have agreed, and by these presents do hereby agree, that a certain tract of land forty (40) feet in width shall be used by First Party and Second Party for ingress and egress over, upon and across same for access to and from the two tracts of land described in Exhibits A and B attached hereto. Said forty (40) foot wide tract of land is situated in Salt Lake County, State of Utah, and is more particularly described in Exhibit C attached hereto and by this reference made a part hereof.

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This will therefore confirm the grant and agreement of the parties for each such party to possess a non-exclusive right of ingress and egress over the said premises described in Exhibit C for access to and from the said tracts of land described in Exhibits A and B.

The term of said easement shall be co-extensive with the term as extended of the lease described hereinabove. Upon the termination or expiration of said lease, the said easement shall automatically terminate.

EXECUTED the day and year first above written.

First Party: SOUTH VILLAGE, INC.

By *[Signature]*  
Its President

Second Party: CHEVRON U.S.A. INC.

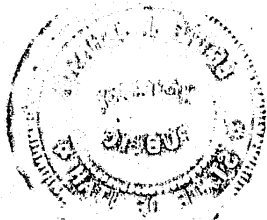
By *[Signature]*  
Its P. K. MURPHY  
MARKETING SERVICES MANAGER

STATE OF UTAH )  
                  ) : ss.  
COUNTY OF SALT LAKE )

On the 5<sup>th</sup> day of September, 1979, personally appeared before me Bette Johnson, who, being by me duly sworn, did say, that he is the President of South Village, Inc., and that said instrument was signed in behalf of said corporation by resolution of its board of directors, and said Charles Moore acknowledged to me that said corporation executed the same.

*Bette Johnson*  
Notary Public  
Residing at *Sandy, Ut.*

My Commission Expires:  
6-9-82



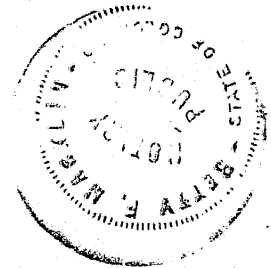
STATE OF COLORADO )  
                          : ss.  
COUNTY OF ARAPAHOE )

On the 10TH day of SEPTEMBER, 1979, personally appeared before me F. K. MURPHY, who, being by me duly sworn, did say, that he is the MARKET SERVICES MANAGER of Chevron U.S.A. Inc., and that said instrument was signed in behalf of said corporation by resolution of its board of directors, and said FK MURPHY acknowledged to me that said corporation executed the same.

Betty F. Macklin  
Notary Public  
Residing at ENGLEWOOD, CO.

My commission expires:

My commission expires October 24, 1982



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Exhibits A, B, and C attached to Easement Agreement dated SEPTEMBER 5, 1979, by and between South Village, Inc. and Chevron U.S.A. Inc.

Exhibit A

Beginning at a point S.0°21'30"E. 53.0 feet and S.89°12'10"E. 53.0 feet from the Monument at the intersection of 9400 South Street and 700 East Street, and running:

thence S.89°12'10"E. 115.0 feet;

thence S.0°21'30"E. 135.87 feet;

thence N.89°12'10"W. 115.0 feet;

thence N.0°21'30"W. 135.87 feet to the point of beginning.

Contains 0.3586 acres, more or less.

The aforesaid Monument is more particularly described as follows:

- (i) Said Monument is situated at the Northwest corner of Section 8, Township 3 South, Range 1 East, Salt Lake Base and Meridian;
- (ii) Said Monument is situated N.29°33'10"W. 44.81 feet from a point described as an "iron pipe w/brass cap, corner used in some surveys" in the Salt Lake County Surveyor's Office Area Reference Plat for Section 8, Township 3 South, Range 1 East, which point in some documents of record has been referred to as the "Northwest corner" of said Section 8;
- (iii) Said Monument as shown in said Area Reference Plat is situated at the intersection of the center lines of 9400 South Street and 700 East Street.

Exhibit B

Beginning at a point S.0°21'30"E. 53.0 feet and S.89°12'10"E. 168.0 feet from the Monument at the intersection of 9400 South Street and 700 East Street, and running:

thence S.89°12'10"E. 20.0 feet;

thence S.0°21'30"E. 135.87 feet;

thence N.89°12'10"W. 20.0 feet;

thence N.0°21'30"W. 135.87 feet to the point of beginning.

The aforesaid Monument is more particularly described in Exhibit A above.

Exhibit C

Beginning at a point S.0°21'30"E. 53.0 feet and S.89°12'10"E. 148.0 feet from the Monument at the intersection of 9400 South Street and 700 East Street, and running:

thence S.89°12'10"E. 40.0 feet;

thence S.0°21'30"E. 135.87 feet;

thence N.89°12'10"W. 40.00 feet;

thence N.0°21'30"W. 135.87 feet to the point of beginning.

The aforesaid Monument is more particularly described in Exhibit A above.

KATIE L. DIXON  
RECORDER  
SALT LAKE COUNTY,  
UTAH

OCT 10 12 59 PM '79

REC'D OF  
REF. *Chasman USA Inc*  
By *Deanna Weber*

*001*  
*P.O. Box 599 80201*  
*Deanna Weber*  
*Frederick W. Stearns*