

5048678

RETRAN TO: Amoco Pipeline Co.
 1 Mid America Plaza #200
 Attn: M. Hauser
 Oakbrook Terrace, IL 60181

3466
755-6B

EASEMENT

FOR AND IN THE FULL CONSIDERATION of the Sum of Two Thousand Two Hundred Fifty Dollars (\$2,250.00), the receipt of which is hereby acknowledged, the undersigned, James R. Jones, President, Rocky Mountain Fabrication & Engineering, whose address is P.O. Box 16409, Salt Lake City, Utah 84116, 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, Suite 200, Oakbrook Terrace, Illinois 60181, its successors and assigns, herein called Grantee, a permanent Easement, ten (10) 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 Salt Lake County, State of Utah; Township 1 North; Range 1 West, Section 14; to wit:

SW 1/4

Further shown as attached hereto and thereby made a part hereof see "Exhibit A". For further conditions and provisions of this grant see "Exhibit B" attached hereto and thereby made a part hereof.

together with 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 herein granted clear of trees, undergrowth, brush, structures, which, in Grantee's opinion, may interfere with the normal maintenance of the pipeline after installation thereof, and any other items, to the extent Grantee deems necessary in the exercise of the rights granted herein.

In addition to the permanent easement rights granted herein, Grantor further grants to Grantee an additional temporary easement, twenty (20) feet in width and adjoining the full length of the permanent Easement granted herein on the NORTHERLY side thereof, to be used as working space by Grantee during and for the construction and installation of the pipeline and any appurtenant facilities.

Grantor shall have the right to use and enjoy the above-described premises; 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. Grantee agrees to pay for damages to growing crops, pasturage, timber, fences, drain tile, or buildings of Grantor resulting from the exercise of the rights herein granted; provided, however, that after the pipeline has been constructed hereunder, 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.

Grantee agrees that should the construction of the pipeline damage, disturb, destroy, or interfere with any existing facilities, at the time of construction, that Grantee shall replace and restore the same in a timely fashion at the sole expense of the Grantee.

Grantee agrees that with the exception of the ~~removal~~ of the right of way area, that all construction activities across the parcel described in Exhibit "A" will be completed within 5 days, weather permitting, from the date that such activities commenced on said parcel.

Grantee agrees to provide access to Grantor's parking area at all times during the construction activities.

Grantee agrees to indemnify and hold Grantor harmless from any and all claims which might directly arise due to Grantee's construction efforts. This indemnification shall be limited to the extent that any such claims arise from Grantee's activities or Grantee's contractors but shall not extend to any claims caused from an outside or third party.

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Grantee agrees to pay any and all Ad Valorem taxes which might be associated with the construction of the pipeline.

It is agreed that any payment due hereunder may be made directly to said Grantor, or any one of them.

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.

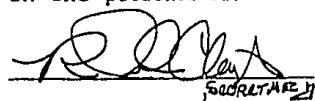
GRANTOR agrees to execute and deliver to GRANTEE, without additional compensation, any additional documents needed to correct or redefine the legal description of the easement area to conform to the Right-of-Way actually occupied by the pipeline.

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

IN WITNESS WHEREOF, Grantor has executed this Instrument this 3rd day of April, 1991.

Signed, Sealed, and Delivered
in the presence of:


R. D. Clayton
Secretary

ROCKY MOUNTAIN FABRICATION
AND ENGINEERING

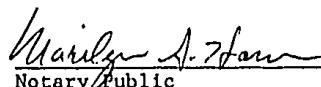

James R. Jones, President

INDIVIDUAL ACKNOWLEDGMENT

The State of Utah)
County of Davis) ss

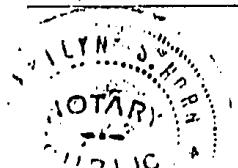
The foregoing Instrument was acknowledged before me this 3rd day of April, 1991, by James R. Jones & R. John Clayton

Witness my Hand and Official Seal.


Marilyn A. Ham
Notary Public

My Commission expires on:

10-26-93



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CORPORATE ACKNOWLEDGEMENT

The State of Utah)
County of Salt Lake)
) ss

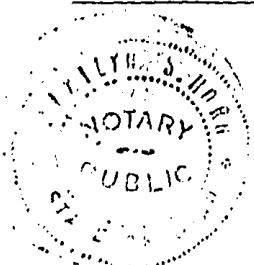
The foregoing Instrument was acknowledged before me this 3rd day of
August, 1991, by James R. Jones, President Rocky Mountain
Fabrication and Engineering and R. JOHN CLAYTON, Secretary.

Witness my Hand and Official Seal.

Marilyn J. Barr
Notary Public

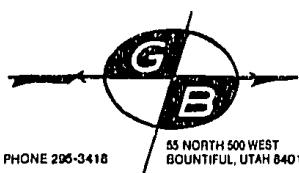
My Commission expires on:

10-26-93



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HUCKY MINT, FAB.

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PHONE 206-3418

85 NORTH 500 WEST
BOUNTIFUL, UTAH 84010

GREAT BASIN ENGINEERING & SURVEYING OF BOUNTIFUL

SUBDIVISIONS — CONSTRUCTION LAYOUT — SURVEYS
AERIAL TOPOGRAPHY — ELECTRONIC MEASURING
(Quality & Service is our Motto)

EXHIBIT A

Rocky Mountain Fabrication and Engineering

Centerline of a 10 foot easement lying 5.0 feet South of the North property line described as follows: Begin at a point which is N00°05'05"E 1362.88 feet along the Section line and S89°52'30"E 1437.21 feet parallel to the North property line from the Southwest Corner of Section 14, Township 1 North, Range 1 West, Salt Lake Base and Meridian (Bearing Base Salt Lake City Plats West Line of Section = N00°05'05"E) and running thence N89°52'30"W 249.00 feet ± to the West line of Grantors property.
Containing 249.00 feet, more or less.

Description prepared by Don Stephen Milligan

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MUCKY MTH, P.M.

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"EXHIBIT B"

Grantee agrees that with the exception of the repaving of the right-of-way area, that all construction activities across the parcel described in Exhibit "A" will be completed within 5 days, weather permitting, from the date that such activities commenced on said parcel and that said parcel will be filled and leveled within said period. Grantee further agrees to repave the right-of-way at Grantee's expense within 5 days, weather permitting, from the date such activities commenced on such parcel.

Grantee agrees to provide access to Grantor's parking area at all times during the construction activities. Grantee further acknowledges that Grantor uses the area granted by the Easement as a parking area and for ingress and egress to Grantor's property. Grantee agrees that the pipeline and Easement granted hereby will not interfere with or restrict such use by Grantor or its invitees. Grantee further agrees to replace and restore any damage caused to phone lines and other utilities caused by the construction and Grantee agrees that the pipeline will not interfere with and said Easement will be taken subject to existing easements or right-of-ways.

MAIL

5048672
08 APRIL 91 01:52 PM
KATIE L. DIXON
RECODER, SALT LAKE COUNTY, UTAH
AMOCO PIPELINE CO
ONE MID-AMERICA PLAZA
OAKBROOK TERRACE, IL 60181
REC BY: REBECCA GRAY , DEPUTY

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