

RETURN TO: Amoco Pipeline Co.  
Mid America Plaza #200  
Oakbrook Terrace, IL 60181  
ATTN: M. Haydon

3466  
755-68

EASEMENT

5048678

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 hereby 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 NORTHEAST 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 repairing 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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CORPORATE ACKNOWLEDGEMENT

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

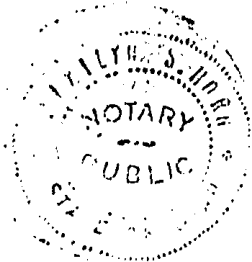
The foregoing Instrument was acknowledged before me this 3<sup>rd</sup> day of APRIL, 1991, by James R. Jones, President Rocky Mountain Fabrication and Engineering and R. JOHN CLAYTON, Secretary.

Witness my Hand and Official Seal.

Marilyn S. Horn  
Notary Public

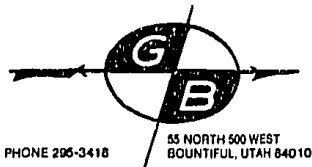
My Commission expires on:

10-26-93



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## 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  $N00^{\circ}05'05''E$  1362.88 feet along the Section line and  $S89^{\circ}52'30''E$  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 =  $N00^{\circ}05'05''E$ ) and running thence  $N89^{\circ}52'30''W$  249.00 feet  $\pm$  to the West line of Grantors property.  
Containing 249.00 feet, more or less.

Description prepared by Don Stephen Milligan

*Don Stephen Milligan*

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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  
RECORDER, SALT LAKE COUNTY, UTAH  
- AMOCO PIPELINE CO  
ONE MID-AMERICA PLAZA  
OAKBROOK TERRACE, IL 60181  
REC BY: REBECCA GRAY , DEPUTY

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