

5063690

Return To: Amoco Pipeline  
1 Mid America Plaza #200  
Oakbrook Terrace, IL 60181

Attn: M.L. Hagan

Salt Lake City  
3466-755-6A

EASEMENT

FOR AND IN THE FULL CONSIDERATION of the Sum of ~~Three Thousand Five Hundred~~  
(~~3 500~~) the receipt of which is hereby acknowledged, the undersigned,  
Charles H. Norman, Managing Partner for Norman Construction, whose address is  
1750 S. State Street, Salt Lake City, Utah 84115, 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:

Further shown as attached hereto and thereby made a part hereof see:  
"Exhibit A".

Grantee agrees to hold Grantor harmless from and against any damage to  
property or injuries to persons (including death thereof) directly resulting from  
Grantee's negligence in the exercise of its rights granted herein.

Grantee agrees to restore the surface of Grantor's property, disturbed by  
pipeline construction, to as near its original condition as possible.

Grantee covenants and agrees that it will indemnify and save harmless  
Grantor, his heirs, executors and assigns from any and all loss, damage or  
expense of any kind or character whatsoever arising out of any claim or claims  
whether groundless or not, which may hereafter be made against Grantor, his  
heirs, executors or assigns, by or on behalf of any person, persons, firm, or  
corporation whatsoever for damages of any kind or character, either to person or  
to property resulting from the exercise by Grantee of any of the rights and  
privileges hereby granted to Grantee, unless caused in whole or in part from act,  
omission or negligence of Grantor. As currently defined or as might be defined  
in the future by the Environmental Protection Agency (E.P.A.), Grantee agrees to  
be fully responsible for the clean-up of any hazardous or caustic materials in  
the area described as "Exhibit A", should such result directly from Grantee's  
construction, operation, maintenance, or repairs of the pipeline.

Grantee covenants and agrees that they will fully reimburse and pay Grantor,  
his heirs, executors or assigns, for all damage and injury, either to person or  
to property, resulting from and growing out of explosions, leaks, or freezes of  
any substance which might from time to time be in or being transported through  
the pipeline hereinbefore mentioned, or from the installation or maintenance in  
connection with said pipeline, gates or regulators including all injury and  
damage to persons, personal property, land or buildings on said lands, and also  
including all damage or injury to meadows, growing crops, pasture lands, timber,  
roadways and fences on said land, unless caused in whole or in part by the act,  
omission or negligence of Grantor. Notwithstanding any of the above, Grantee  
agrees to assume all liabilities and responsibilities should, due solely to  
Grantee's operations, maintenance, or repairs, the right-of-way area or adjacent  
lands owned by Grantor become contaminated due directly from Grantee's pipeline  
operations, maintenance, or repairs.

When the Grantee, its successors and assigns shall permanently abandon the  
right-of-way, the Grantee will provide the Grantor with a recordable release of  
right-of-way within a period not to exceed ninety (90) days from date of  
Grantor's written request for such release.

Grantee agrees that there shall be no above ground facilities placed within  
the right-of-way area as described in Exhibit "A".

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100  
20 MAY 91 02:14 PM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
AMOCO PIPELINE CO  
REC BY: KARMA BLANCHARD, DEPUTY

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The above consideration includes all land damages due to the initial construction, however, Amoco shall restore the land as near as practical to the condition it was before.

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, ten (10) feet in width and adjoining the full length of the permanent Easement granted herein on the Southerly 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. This no-building restriction shall not prohibit the building of necessary streets, alleyways, driveways, utility lines, service lines, or yard fences, across but not along said strip, provided twenty (20) days written notice of contemplated improvements is given Grantee at its office at One Mid America Plaza, Suite 200, Oakbrook Terrace, Illinois 60181. Provided further that if construction of any facility permitted on said strip requires any pipeline(s) to be altered, lowered, encased, or otherwise protected, the entire cost thereof shall be borne by Grantor, and provided further that Grantee shall not be liable to Grantor for any loss or damage of any nature whatsoever caused in whole or in part by the construction, replacement, use, or maintenance of such permitted facility. Grantor reserves the right to pave with asphalt, or other suitable and agreed upon substance over the top of the right-of-way area. It is understood that should City, County, State or Federal Regulations or Codes require that concrete paving be used in order for Grantor to comply with such Regulations or Codes for any proposed improvements of the land, that concrete will be an acceptable material to be placed within the right-of-way.

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 30<sup>th</sup> day  
of April, 1991.

Signed, Sealed, and Delivered  
in the presence of:

Norman Construction Company

(Seal)

By: Charles H. Horman  
Managing Partner

(Seal)

#### INDIVIDUAL ACKNOWLEDGEMENT

The State of Utah )  
County of Salt Lake )

The foregoing Instrument was acknowledged before me this 30<sup>th</sup> day of April, 1991, by Charles H. Norman.

Witness my Hand and Official Seal

Laurie Earl  
Notary Public

My Commission expires on:

May 5, 1991

#### CORPORATE ACKNOWLEDGEMENT

The State of VI )  
County of \_\_\_\_\_ ) ss

The foregoing Instrument was acknowledged before me this \_\_\_\_\_ day of  
1991, by \_\_\_\_\_.

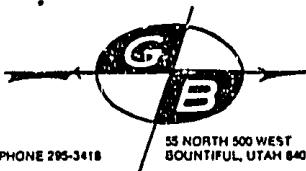
Witness my Hand and Official Seal.

Notary Public

My Commission expires on:

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EXHIBIT A



PHONE 295-3418

55 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)

Hormann Construction Co.

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 said 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 14 = N00°05'05"E) and running thence S89°52'30"E 598.30 feet. Containing 598.30 linear feet.

Description prepared by Don Stephen Milligan

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