

When Recorded Please Return to:

CONOCO INC.

Real Property Administration

P. O. Box 1267

Poncha City OK 74503

~~RECORDED~~

OCT - 2 1992

# 994828 BK 1538 PG 710

CAROL DEAN PAGE, DAVIS CNTY RECORDER

1992 OCT 2 9:23 AM FEE 12.00 DEP JB

REC'D FOR CONOCO INC

EASEMENT

26-292-0002  
SW 36-2N-1W

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantor hereby grants and sets over unto Woods Cross City, a municipal corporation of the State of Utah, hereinafter referred to as Grantee, its successors and assigns, a perpetual beautification easement to install, maintain, inspect, protect, remove and replace grading, buffering and landscaping including trees, sprinkler systems, and utility lines, hereinafter called "Facilities", said right-of-way and easement being situated in Davis County, State of Utah, over and through a parcel of Grantor's land lying within a strip of Grantor's land which is more particularly described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, so long as such Facilities shall be maintained, with the right of ingress and egress in said Grantee, its officers, employees, agents and assigns to enter upon the above-described property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace said Facilities; subject to the following terms and conditions, to-wit:

1. Grantor shall have the right to use fully and enjoy the above-described premises not inconsistent with the rights hereinabove granted and in the event the business or operations of Grantor should make it necessary or desirable in the Grantor's sole discretion to use the property which is subject to this right-of-way and easement grant in a manner which would make it necessary or advisable to relocate the Facilities, Grantee will accomplish relocation within one hundred eighty (180) days; provided, however, that the Grantee shall have the right to terminate this right-of-way and easement grant if the area to which the relocation is requested by Owner is not satisfactory to the Grantee. In the event relocation is required, Grantor will use its best efforts to furnish Grantee with suitable right of way for the relocation at another location on Grantor's property at no additional cost, subject to the terms of this instrument. Such notice shall designate the location on Grantor's property to which the Facilities are to be relocated.

2. Grantee shall indemnify and save Grantor harmless from and against any and all claims or damages of whatsoever kind (whether of the parties hereto or any third party) in any way arising out of or resulting from the construction, relocation, maintenance, inspection, removal, or operation of this right-of-way and easement grant and the Facilities, whether such claims or damages result from the negligence of either party hereto, or from breach of contract, or in tort or strict liability, or otherwise; except that this provision shall not cover claims or damages which are caused solely by the negligence of Grantor; and provided, further, that this provision shall not apply to claims or damages resulting from Grantor's operations on Grantor's property adjacent to the land covered by this right-of-way and easement grant.

3. This right-of-way and easement grant shall be automatically terminated and cancelled when Grantee ceases continually to use the same for the purposes for which it is granted for a period of 12 months without the necessity of any action of either party hereto, or for noncompliance with the terms hereof. Should this right-of-way and easement grant terminate, the improvements and all appurtenances thereto shall revert to and become the sole property of Grantor.

4. This right-of-way and easement grant shall be binding upon and inure to the benefit of the successors and assigns of the Grantor and the successors and assigns of the Grantee.

IN WITNESS WHEREOF, the Grantor has executed this right-of-way and easement by and through its duly authorized representatives as of the 27<sup>th</sup> day of August, 1992.

ATTEST:

Edmundo Brander  
Assistant Secretary

SALT LAKE TERMINAL COMPANY

By: E. L. Oshlo

Title: Vice President

E. L. Oshlo

STATE OF Texas §  
COUNTY OF Harris §

On the 27<sup>th</sup> day of August, 1992, personally appeared before me E. L. Osello who being by me duly sworn, did say that he is the Vice-President of Salt Lake Terminal Company, a Delaware corporation, and that said instrument was signed in behalf of the said corporation by authority of its bylaws (or by a resolution of its Board of Directors) and said E. L. Osello acknowledged to me that said corporation executed the same.

Linda C. Anderson  
NOTARY PUBLIC

My Commission Expires:

Residing at:

Harris County, Texas

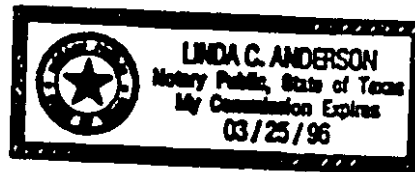


EXHIBIT A

THE FOLLOWING LEGAL DESCRIPTION SHALL DESCRIBE THE BEAUTIFICATION EASEMENT AS FOLLOWS;

A BEAUTIFICATION EASEMENT 30 FEET WIDE EXTENDING 30 FEET PERPENDICULAR AND DUE WESTERLY FROM THE GRANTOR'S (PIONEER PIPELINE CO.) EASTERN PROPERTY LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE GRANTOR'S NORTHEAST PROPERTY CORNER SAID POINT BEING 2439.1 FEET EAST AND 859.16 FEET NORTH FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 36 TOWNSHIP 2N 1W SLB&M; THENCE S 859.16 FEET; THENCE S 9 47 W 101.4 FEET; THENCE SOUTHERLY 148.9 FEET ALONG ARC OF A 250 FOOT RADIUS CURVE TO THE RIGHT; THENCE S 34 15' W 213.46 FEET MORE OR LESS TO THE GRANTOR'S SOUTHEAST PROPERTY CORNER, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF THE SALT LAKE TERMINAL COMPANY.