

Record  
File

WYOMING-CALIFORNIA PIPELINE COMPANY

EXCLUSIVE RIGHT-OF-WAY AND EASEMENT AGREEMENT

4952513

STATE OF UTAH )  
                  ) ss. LL 153U-2-131  
COUNTY OF SALT LAKE ) CO 89913

1300

4952513  
14 AUGUST 90 09:21 AM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
MYCAL  
PO BOX 1087 COLORADO SPRINGS  
CO 80499  
REC BY: SHARON WEST , DEPUTY

KNOW ALL MEN BY THESE PRESENTS; THAT the undersigned, hereinafter called Grantor (whether one or more) for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, paid by WYOMING-CALIFORNIA PIPELINE COMPANY, a Colorado General Partnership, P. O. Box 1087, Colorado Springs, Colorado 80944, hereinafter referred to as Grantee, receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, an exclusive right-of-way and easement, said right-of-way and easement herein and hereby granted being One Hundred (100) feet in width during construction of the pipeline, and Fifty (50) feet in width thereafter, to locate, survey a route, conduct environmental and cultural surveys, construct, entrench, maintain, protect, inspect and operate a pipeline and/or communications cable with appurtenances including but not limited to valves, metering equipment, electrical cable, cathodic equipment, underground conduit, cables, splicing boxes and roads (said pipeline, communications cable, appurtenances, valves, metering equipment, cathodic equipment, underground conduit, cables, splicing boxes and roads being hereinafter sometimes collectively called the "facilities") over, under and through the following described land, situated in Salt Lake County, State of Utah, the centerline of which is shown on Land Plat marked Exhibit "A" attached hereto and made a part hereof, to-wit:

That portion of the East Half of Section 11, Township 1 South, Range 2 West, Salt Lake Base and Meridian, lying North of the property owned by Western Pacific Railroad Company as conveyed by Warranty Deed recorded April 20, 1906, Book 7 "O" of deeds, Pages 2 and 3, Entry No. 207046 and also conveyed by Warranty Deed, recorded March 12, 1917, Book 9 "V" of deeds, Pages 427 and 428, as Entry No. 375163.

Less and Excepting therefrom:

That property conveyed to Utah Power and Light Company, a corporation by Warranty Deed, recorded August 31, 1965, as Entry No. 2107655, in Book 2371, at Page 20, Salt Lake County Recorder's Office.

Described as:

Beginning on the North boundary line of the Grantors' land at a point 1397 feet West, more or less, from the Northeast corner of said Section 11, thence South 0°01' East 1287.6 feet to the North boundary line of the Western Pacific Railroad Company right of way, thence South 77°33' West 133.1 feet along said railroad right of way, thence North 0°01' West 1316.3 feet, being parallel to and 130 feet perpendicularly distant West from the above-described East boundary line of this tract of land to the North boundary line of said Grantors' land, thence East 130 feet along said North boundary line

to the Point of Beginning and containing 3.89 acres, more or less, also called Tax Parcel 200-007, Tax Map 14-E, Section 11.

Refer to Exhibit "B" attached hereto and made a part hereof for additional provisions applicable to this Easement Agreement.

This right-of-way and easement shall carry with it the right of ingress and egress to and from, and access on and along said right-of-way, with the right to use existing roads, for the purposes of constructing, inspecting, repairing, protecting and maintaining the facilities and the removal or replacement of same at will, either in whole or in part, and the replacement of the facilities with either like or different size facilities. During temporary periods Grantee may use such portions of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities.

Grantee may at any time permanently abandon said right-of-way and at its discretion may remove or abandon in place improvements constructed thereon and upon such abandonment action, Grantee may at its discretion execute and record a reconveyance and release hereof, whereupon this right-of-way and easement and all rights and privileges herein mutually granted shall be fully cancelled and terminated.

Grantee agrees that during the period of construction of the facilities hereunder, or any subsequent altering, removing or replacing of the facilities, it will leave or arrange for reasonable crossings over said right-of-way strip for the cattle and livestock of Grantor and his tenants and lessees.

Whenever it becomes necessary for Grantee, its agents or contractors to cut a fence on the above described lands, Grantee agrees, at its option, either to keep the gaps closed or guarded in such a manner so as to prevent the entrance and exit of cattle or other livestock through such gap, or to construct at such place or places substantial gates with dual locks and to furnish Grantor with one set of keys thereto. Before any such fence is cut by Grantee, same shall be braced in order to prevent slackening of the wires along the fence in each direction from Grantee's temporary gap.

In the event that the above described lands are being used for the growing of any crop which requires irrigation at the time the pipeline is under construction, Grantee agrees to install and operate flumes across the right-of-way at all times during such construction operations. Grantee further agrees not to dam, block or obstruct in any manner any irrigation canals, drainage ditches or creeks located on said lands, and also agrees to replace or repair any levees or banks disturbed or damaged by Grantee's operations on said lands.

Grantee agrees to bury its pipeline to a depth not less than forty (40) inches measured from the top of the pipeline to the average level of the original ground on the two sides of the ditch in which said line is laid, and where said pipeline crosses an irrigation canal or drainage ditch, the top of the pipe shall be buried at least forty (40) inches below the lowest point of the channel where said pipeline crosses any such drainage ditch or canal.

Grantee agrees to pay damages to crops, fences, timber and livestock of Grantor, his tenants and lessees, which may arise from the operation and maintenance of the facilities.

Grantee shall remove all stakes or posts which it, its contractors or agents, may have put into the ground, and level all ruts and depressions caused by its construction operations.

The rights, titles and privileges herein granted shall be assignable in whole or in part, and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

TO HAVE AND TO HOLD the above described right-of-way and rights unto the said Grantee, so long as said right-of-way is used for the purposes herein granted, and Grantor (jointly and severally, if more than one) hereby agrees to warrant and forever defend all and singular said premises unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

In addition to all of the other rights and privileges which are reserved to Grantor as a matter of law, there is expressly reserved to Grantor all oil, gas and other minerals in, on and under the above described lands.

Grantor reserves the right to use and enjoy said property except for the purposes herein granted, but such use shall not hinder, conflict or interfere with Grantee's surface or subsurface rights hereunder or disturb the facilities and no road, reservoir, excavation, change of surface grade, obstruction or structure shall be constructed, created or maintained on, over, along or within said right-of-way without Grantee's prior written consent.

It is mutually understood and agreed that this right-of-way grant as written covers and includes all of the agreements and stipulations between the parties and that no representations or statements, verbal or written, have been made modifying, adding to or changing the terms hereof.

Executed this 26 day of July, 1990

J. Frank & Esther E. Brasher  
Family Partnership

By: Jay Brasher

\_\_\_\_\_  
\_\_\_\_\_

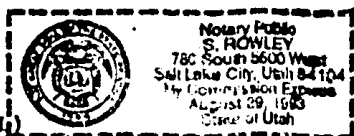
ACKNOWLEDGMENT

STATE OF )  
 ) ss.  
COUNTY OF )

On the 26 day of July 19 90, personally  
appeared before me, a Notary Public, Joy L. Brasher

who acknowledged to me that he executed the foregoing instrument.

Witness my hand and official seal.



(SEAL)

S Rowley  
Notary Public

Residing at:

780 So 5600 West  
S.L.C. UT 84104

My Commission Expires:

Aug 29, 1993

ACKNOWLEDGMENT

STATE OF )  
 ) ss.  
COUNTY OF )

On the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, personally  
appeared before me, a Notary Public, \_\_\_\_\_

who acknowledged to me that \_\_\_\_\_ executed the foregoing instrument.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

(SEAL)

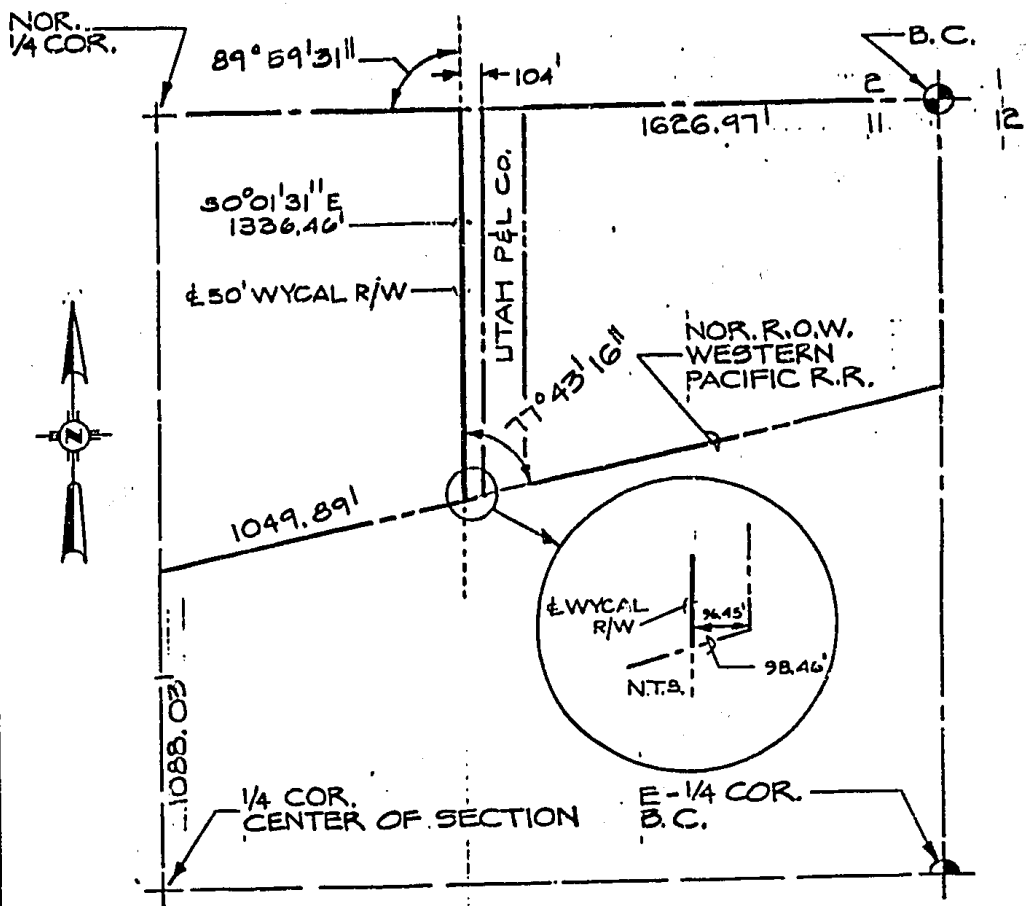
Residing at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

BK6244PG1301



J. FRANK AND ESTHER E. BRASHER FAMILY PARTNERSHIP  
**LAND**  
 1336.46 FEET  
 81.00 RODS  
 1.534 ACRES Per 50' width

FEB 21 1990

**ACQUISITION**  
 REF. DWS. 153A-32

EXHIBIT "A"  
 Page 1 of 1

						<b>WyCal</b> WYOMING - CALIFORNIA PIPELINE COLORADO SPRINGS, COLORADO				
						LAND PLAT WYCAL MAINLINE 153A-30 X-ING BRASHER PROPERTY PT. NE 1/4 SEC. 11, T13 R2W SALT LAKE CO, UT				
1	89916	ADD LIPEL PROP. & TIES	2/14/90	VFR	JDK		SCALE: 1"=500'	DRAWN: RDM	APP: <i>[Signature]</i>	153U-2-131 1/2
REVISIONS						DATE: 1/22/90	CHECK: JDK	C.O. 89916		

BK 6244 PG 1302

Exhibit "B"

153U-2-131

1. Grantee will surrender easement if the pipeline construction is not completed within five (5) years.
2. Grantee agrees to bore that portion of Grantor's property which is fenced and paved.
3. Grantor agrees to provide to Grantee access around that portion of Grantor's property which is fenced and paved.