

**WyCal**

WYOMING - CALIFORNIA PIPELINE  
206 West 700 South, Suite #301  
Salt Lake City, UT 84101

NOTE 322299

WyCal  
90 MAR 21 AM 9:32

ALAN SPRIGGS  
SUMMIT COUNTY RECORDER

REC'D BY RLH

**WYOMING-CALIFORNIA PIPELINE COMPANY**

**EXCLUSIVE RIGHT OF WAY AND EASEMENT AGREEMENT**

STATE OF	UTAH	)	LL	153U-2-31
		)ss		
COUNTY OF	SUMMIT	)	CO	89913

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 Summit 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:

Beginning at a point which is 817.8 feet North 88° 10' West from the North quarter corner of Section 17, Township 2 North, Range 5 East, Salt Lake Meridian, thence South 6° 56' East 240 feet; thence South 18° 50' East 502 feet; thence South 28° 16' East 190.6 feet; thence South 1° 12' West 183.2 feet; thence North 88° 31' West 1900.82 feet; thence South 0° 49' East 994.65 feet; thence South 88° 31' East 1443.7 feet; thence South 1345' East 627 feet to the South line of said Northwest quarter of said Section 17, thence North 88° 52' West 1380 feet; thence North 0° 49' West 2639.55 feet to the Northwest corner of said Northwest quarter of said Section 17; thence South 88° 10' East 1822.2 feet to beginning, containing 68.63 acres, more or less.

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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 pipeline and the removal or replacement of same at will, either in whole or in part, and the replacement of said pipeline with either like or different size pipe. 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 said pipeline.

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 pipeline hereunder, or any subsequent altering, removing or replacing of said pipeline, 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 said pipeline.

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 its pipeline 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 5<sup>th</sup> day of March, 19 90.

WITNESS:

George Good

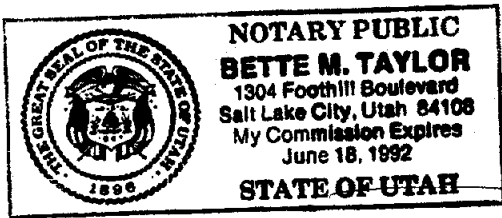
Boyden Farms, A Utah Limited Partnership

Stephen G. Boyden  
Stephen G. Boyden, General Partner

ACKNOWLEDGEMENT

STATE OF Utah )  
 ) SS  
COUNTY OF Salt Lake )  
On the 8<sup>th</sup> day of March, 19 90, personally  
appeared before me Stephen G. Boyden

the signer \_\_\_ of the foregoing instrument, who duly acknowledged to me  
that he executed the same.



Bette M. Taylor  
\_\_\_\_\_  
Notary Public

Residing at: 1304 Foothill Drive  
S.L.C. Utah

My Commission Expires:  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )  
On the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_, personally  
appeared before me \_\_\_\_\_

the signer \_\_\_ of the foregoing instrument, who duly acknowledged to me  
that \_\_\_\_\_ executed the same.

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

Residing at:

My Commission Expires:  
\_\_\_\_\_



MRK. STN.  
7 8

181.17

1211.36'

1/4 COR.

74° 07' 58"

N 15° 37' 10" W - 1104.36

WYCAL R.O.W.

72° 59' 49"

1270.93'

I. P.

1/4 COR  
MRK. STN.

C. 1/4 COR.

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BOYDEN FARMS

1104.36 FEET

66.93 RODS

1.268 ACRES FOR 60' WIDTH  
EXHIBIT "A"

REF. DWG. 153 A-20

**WyGal**

WYOMING - CALIFORNIA PIPELINE  
COLORADO SPRINGS, COLORADO

LAND PLAT  
WYCAL MAINLINE 153 A-30"  
X-ING BOYDEN FARMS  
PART. NW 1/4 SEC. 17, T2N R5E SUMMIT CO. UT.

NO	C.O. NO.	DESCRIPTION	DATE	BY	CHK.	APPR.	SCALE: 1"=500'	DRAWN: KAG	APP. <i>[Signature]</i>	153 U-2-31 1/8
REVISIONS							DATE: 10-16-89	CHECK: JDK	C.O. 89916	

BRUNING 76518 FORM # 08/5