

WyCal  
205 W 700 S  
Suite 301  
Salt Lake City Utah  
84101

RED NOTE AB

320663

WyCal

90 FEB 22 PM 12:59

ALAN SPRIGGS  
SUMMIT COUNTY RECORDER

REC'D BY BH D.

WYOMING-CALIFORNIA PIPELINE COMPANY

EXCLUSIVE RIGHT OF WAY AND EASEMENT AGREEMENT

STATE OF UTAH ) LL 153U-2-23-30  
 ) 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 South 00°04' West 1081.0 feet from the Northwest corner of the Northeast quarter of the Northwest quarter of Section 16, Township 2 North, Range 5 East, Salt Lake Base and Meridian, thence North 89°22'40" East 489.43 feet; thence South 88°52' East 250 feet; thence South 0°06' West 484.67 feet; thence North 88°56 East 600.5 feet; thence South 1074.5 feet; thence North 88°37' West 1325.28 feet; thence North 0°04' East 1560.05 feet to beginning. Containing 39.83 acres.

Beginning 1056 feet South 0°46' East from the Northeast corner of the Northwest quarter of Section 17, Township 2 North, Range 5 East, Salt Lake Base and Meridian and running thence South

600 555 PAGE 182 - 187

0°46' East 994.65 feet; thence North 88°31' West 2450.27 feet; thence North 0°46' West 994.65 feet; thence North 88°31' East 2449.73 feet to the Point of Beginning. Containing 55.95 acres.

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 and reseed disturbed areas caused by its construction operations. Grantee will restore right of way as close as possible to its original condition. Grantee shall use such methods of weed control on the easement as are reasonably necessary to control growth of noxious weeds.

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.

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 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.

Grantee agrees that prior to installation of the pipeline, Grantee will use its best abilities to locate all other pipelines on said property so as to prevent damage to other facilities.

Grantee will indemnify Grantor from all actions, claims and damages from Grantee's pipeline, construction or use of property, except any actions, claims or damages arising from the willful misconduct or the concurrent and/or sole negligence of the Grantor.

Grantee will surrender easement if the pipeline is not built within five years.

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 14 day of February, 19 90.

WITNESS:

George Good

David E. Wilde  
David E. Wilde

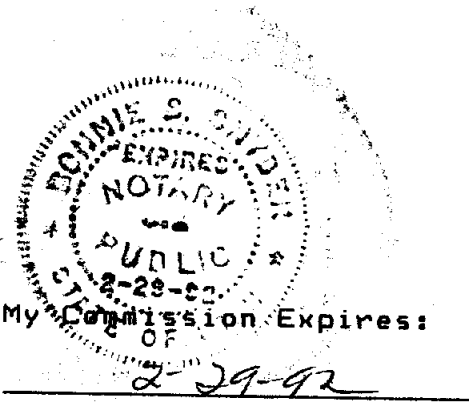
Debra A. Wilde  
Debra A. Wilde

ACKNOWLEDGEMENT

STATE OF Utah )  
COUNTY OF Summit ) SS

On the 14<sup>th</sup> day of February, 19 90, personally appeared before me David E. Wilde and Debra D. Wilde

the signer 5 of the foregoing instrument, who duly acknowledged to me that they executed the same.



Bonnie S. Snyder  
Notary Public  
Residing at: Coolville, Utah

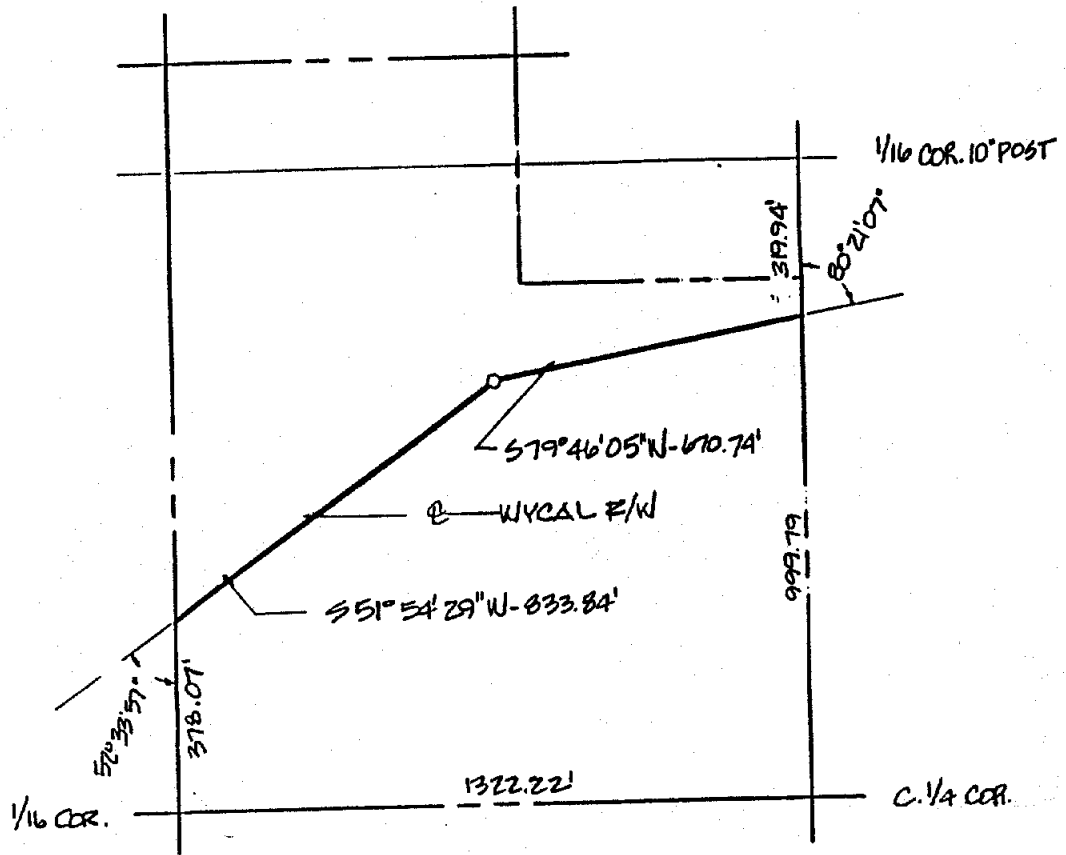
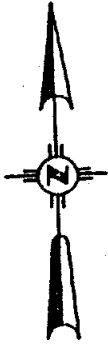
STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

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

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

\_\_\_\_\_  
Notary Public  
Residing at:

My Commission Expires:



DAVID E. WILDE † DEBRA A. WILDE

1504.58 FEET  
91.19 RODS  
1.727 ACRES

BOOK 555 PAGE 186

EXHIBIT "A"

REF. DWG 153A-19

NO	C.O. NO.	DESCRIPTION	DATE	BY	CHK.	APPR.

**WyCal**

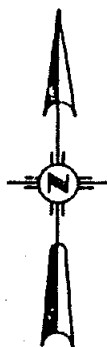
WYOMING - CALIFORNIA PIPELINE  
COLORADO SPRINGS, COLORADO

LAND PLAT:  
WYCAL MAINLINE 153A-30"  
X-ING WILDE PROPERTY  
TRACT - E 1/2 NW 1/4 SEC. 16 T2R5E SUMMIT CO., UTAH

SCALE: 1"=40'	DRAWN: KFP	APPROX: JEP	153U-2-23 1/8
DATE: 10-16-89	CHECK: JDK	C.O. 87916	

BRUNING 76618 FORM - 0875

REVISIONS



MRK. STN

7 8  
18 17

1211.36'

1/4 COR

1104.36'

1270.93'

72° 59' 49"

N 15° 37' 10" W - 352.56'

WYCAL R.O.W.

N 13° 06' 14" W - 849.66'

75° 30' 45"

1533.37'

C.I.P.

2120.06'

1/4 COR  
MRK. STN.

C. 1/4 COR.

DAVID E. WILDE & DEBRA A. WILDE

BOOK 555 PAGE 187

1202.22  
72.86  
1.380

FEET  
RODS  
ACRES

EXHIBIT "A"  
Per 50' width

REF. DWG. 153A - 20

**WyGal**

WYOMING - CALIFORNIA PIPELINE  
COLORADO SPRINGS, COLORADO

LAND PLAT  
WYCAL MAINLINE 153A-30"  
X-ING WILDE PROPERTY

PART. NW 1/4 SEC 17 T2N R5E SUMMIT CO. UT.

NO	C.O. NO.	DESCRIPTION	DATE	BY	CHK.	APPR.

SCALE: 1"=500'  
DATE: 10-16-89  
DRAWN: KAG  
CHECK: JDK  
APP: *[Signature]*  
C.O. 89916

153 U-2-30 1/8

REVISIONS

BRUNING 76818 FORM # 0875