

RED NOTE AB

330561

W. Neal

90 OCT -1 AM 11:27

*Record
File*

ALAN SPRIGGS
WYOMING-CALIFORNIA PIPELINE COMPANY

EXCLUSIVE RIGHT-OF-WAY AND EASEMENT AGREEMENT

REC'D BY *Dg. 12⁰⁰*

STATE OF UTAH) LL 153U-2-34
) 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:

Lot Two (2) of Section 7, Township Two North, Range Five East of the Salt Lake Base and Meridian.

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 4th day of Sept., 1990

Jacob Rees
Jacob Rees

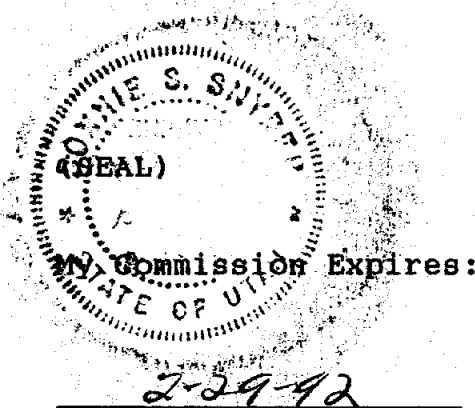
ACKNOWLEDGMENT

STATE OF Utah)
COUNTY OF Summit) ss.

On the 4th day of Sept. 19 90, personally
appeared before me, a Notary Public, Jack Russ

who acknowledged to me that he executed the foregoing instrument.

Witness my hand and official seal.



Bonnie S. Snyder
Notary Public

Residing at: Coalville, Ut.

ACKNOWLEDGMENT

STATE OF)
COUNTY OF) ss.

On the _____ day of _____ 19____, personally
appeared before me, a Notary Public, _____

who acknowledged to me that _____ executed the foregoing instrument.

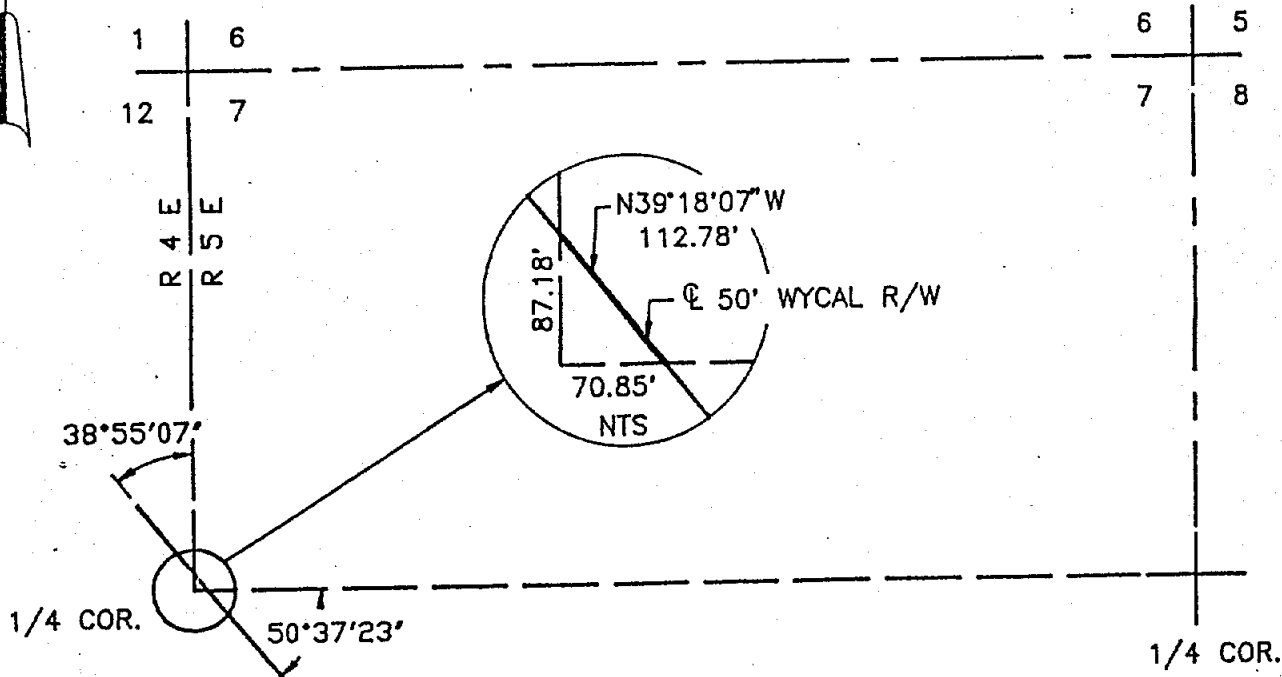
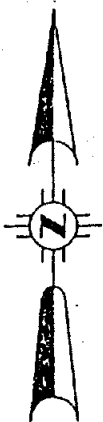
Witness my hand and official seal.

Notary Public

(SEAL)

Residing at: _____

My Commission Expires:



BOOK 580 PAGE 482

JACOB REES

112.78 FEET
6.84 RODS
0.130 ACRES ~~Per~~ 50' width

EXHIBIT "A"
Page 1 of 1

REF. DWG. : 153A-21

LAND						WyCal WYOMING - CALIFORNIA PIPELINE COLORADO SPRINGS, COLORADO			
MAY 21 1990						LAND PLAT WYCAL MAINLINE 153A-30" X-ING REES PROPERTY			
ACQUISITION						N1/2SEC7,T2N,R5E SUMMIT CO.,UT			
1	89916	REES & ...	5-8-90	KFP	TDK	APP.	SCALE: 1"=1000'	DRAWN: KFP	APP: ----
NO.	C.O. NO.	DESCRIPTION	DATE	BY	CHK.	APPR.	DATE: 5-8-90	CHECK: ---	C.O. 89916
								153U-2-34	

Exhibit "B"

153U-2-34

- 1) Grantee will restore the right of way as close as possible to its original condition.
- 2) Grantee will remove large diameter rocks which are unearthed during construction that would make the right of way impassable.
- 3) Grantee will reseed the right of way with an appropriate seed mixture after construction and take special care not to damage Grantor's spring which is located adjacent to the right of way.
- 4) Grantee shall use such methods of weed control on the easement as are reasonably necessary to control the growth of noxious weeds.
- 5) Grantee will surrender the easement if the pipeline is not built within five (5) years.