

*Record  
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Entry No. 76175 Book 333 Page 559  
Recorded April 26 1990 Time 11:28 am Fee \$ 17.00  
Request of WyCol  
LINDA S. CARTER MILLARD CO. RECORDER by DS

WYOMING-CALIFORNIA PIPELINE COMPANY  
RIGHT OF WAY AND EASEMENT AGREEMENT

STATE OF UTAH ) LL 153U-3-124  
 )ss  
COUNTY OF MILLARD ) 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, a 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, trench, maintain, protect, inspect and operate a pipeline with appurtenances including but not limited to valves, metering equipment, electrical cable, cathodic equipment, underground conduit, cables, and roads (said pipeline, appurtenances, valves, metering equipment, cathodic equipment, underground conduit, cables, and roads being hereinafter sometimes collectively called the "facilities") over, under and through the following described land, situated in Millard 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:

The Northwest quarter of the Northeast quarter, the Southwest quarter of the Northeast quarter, the Northwest quarter, and all of the Northeast quarter of the Northeast quarter lying North and West of State Highway 91, Section 26, Township 18 South, Range 3 West, Salt Lake Base and Meridian, LESS right of way for Highway and LESS 6.99 acres to State Road. 247.03 acres

And

Lots 1 and 2, West Half of the Northwest quarter, and the Northwest quarter of Section 27, Township 18 South, Range 3 West, Salt Lake Base and Meridian. 329.37 acres.

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 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.

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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 17 day of April, 19 40.

\_\_\_\_\_  
*Owen W. Cahoon*  
Owen W. Cahoon

\_\_\_\_\_  
*Paul K. Cahoon*  
Paul K. Cahoon

\_\_\_\_\_  
*Alton W. Cahoon*  
Alton W. Cahoon

\_\_\_\_\_  
*Edyth May Cahoon Hughes*  
Edyth May Cahoon Hughes

\_\_\_\_\_  
*Lucene Cahoon Allison*  
Lucene Cahoon Allison

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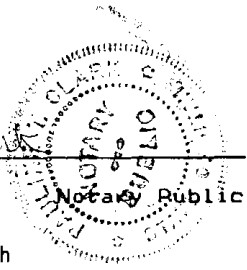
ACKNOWLEDGEMENT

STATE OF Utah )  
 ) SS  
COUNTY OF Utah )

On the 17 day of April, 1990, personally  
appeared before me Owen W. Cahoon, Paul K. Cahoon, Alton W. Cahoon, Edyth May  
Cahoon Hughes, and Lugene Cahoon Allison

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

*Paul K. Cahoon*



Residing at: Provo, Utah

My Commission Expires:

6-11-90

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

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

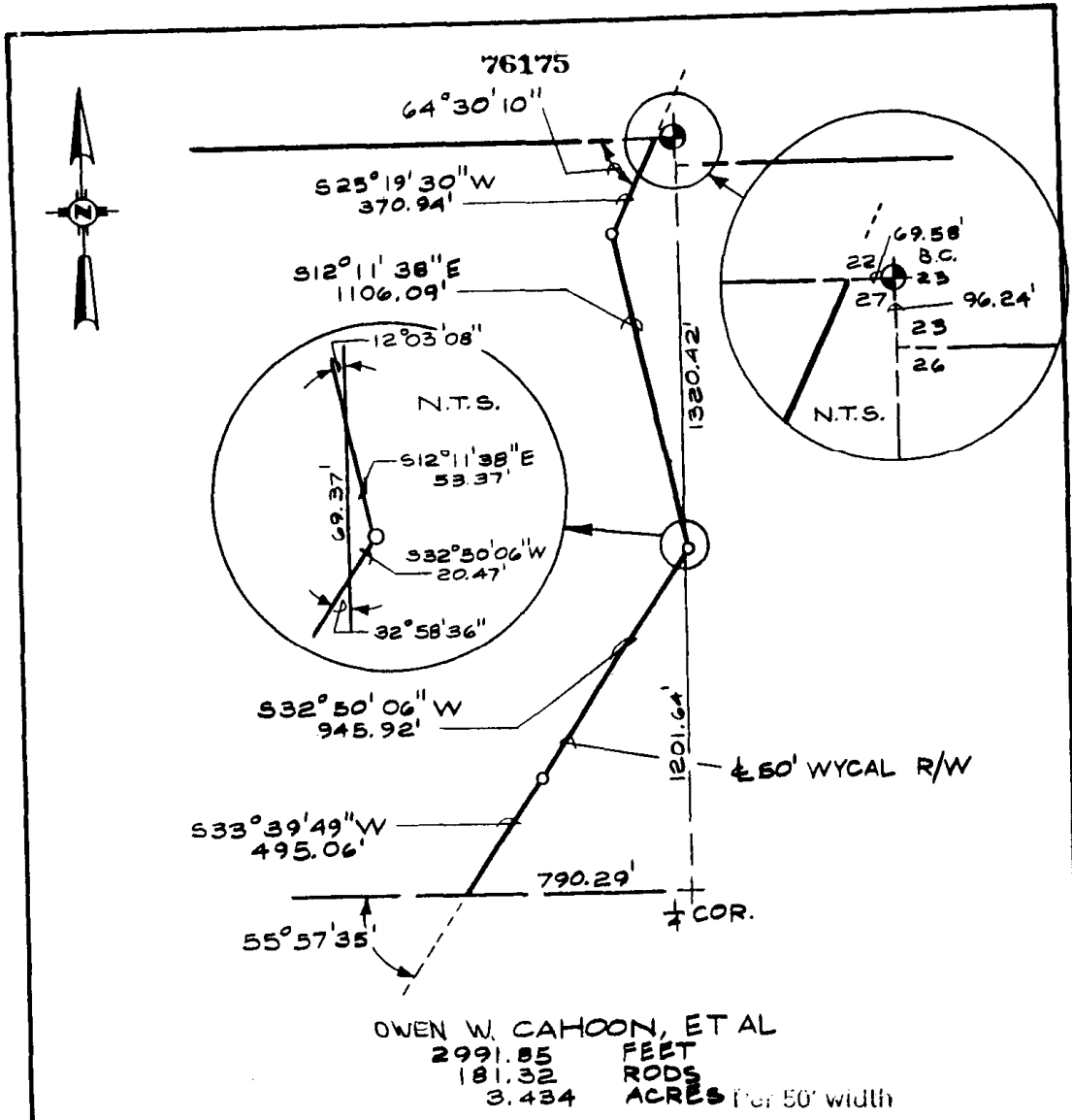
the signer \_\_\_ of the foregoing instrument, who duly acknowledged to me  
that \_\_\_\_\_ executed the same.

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

Residing at:

My Commission Expires:

\_\_\_\_\_



REF. DWG. 153A-54

EXHIBIT 'A'

LAND						
FEB 16 1999						
ACQUISITION						
1	89916	ADD SECTIONS 26 & 27	VFR	JDK		
NO.	C.O. NO.	DESCRIPTION	DATE	BY	CHK.	APPR.
REVISIONS						

**WyCal**  
WYOMING - CALIFORNIA PIPELINE  
COLORADO SPRINGS, COLORADO

LAND PLAT  
WYCAL MAINLINE 153A-30"  
X-ING CAHOON PROPERTY  
PT. OF SEC. 26 & 27, T18S, R3W, MILLARD CO., WY.

NO.	C.O. NO.	DESCRIPTION	DATE	BY	CHK.	APPR.	SCALE: 1"=500'	DRAWN: VFR	APPROVED: [Signature]	152L-3-12A
REVISIONS							DATE: 1-29-99	CHECK: [Signature]	C.O. 89916	

BRUNING 76518 FORM # 0875

Exhibit "B"

153U-3-124

- 1) This right of way and easement is for the transmission of natural gas and all by-products thereof which can be transported through a pipeline.
- 2) After construction, Grantee will install a gate where Grantee's pipeline crosses Grantor's fenced property lines.
- 3) Grantee will notify Grantor forty-eight (48) hours before entering property.
- 4) Grantee will surrender easement if the pipeline is not built within five (5) years.