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ALAN SPRIGGS
SUMMIT COUNTY RECORDER

REC'D BY BH 11-50

WYOMING-CALIFORNIA PIPELINE COMPANY

EXCLUSIVE RIGHT OF WAY AND EASEMENT AGREEMENT

STATE OF	UTAH)	LL	153U-2-28
)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:

Being situate in the Northwest quarter of the Southwest quarter of Section 16, and the Northeast quarter and the Northwest quarter of the Southeast quarter of Section 17, Township 2 North of Range 5 East of the Salt Lake Meridian, and particularly described as follows:

Beginning at a point 165 feet South from the Northwest corner of the Southwest quarter of Section 16, and running thence South 88°37' East 514.83 feet; thence South 29°31' East 74.61 feet; thence North 60°29' East 132 feet; thence South 29°31' East 367.82 feet; thence South 86°40' West 844.8 feet to the Section line; thence South 86°37' West 1947 feet; thence South 570.9 feet; thence South 86°37' West 698.28 feet to the quarter line; thence North 1128.6 feet; thence East 1320 feet to the forty line; thence South 87°31' East 1308.05 feet to the place of beginning, and containing approximately 44.03

acres.

The North Half of the Southwest quarter of Section 17, Township 2 North, Range 5 East of Salt Lake Meridian, containing 80 acres. Also beginning at a point that is North 78.0 rods from the Southeast Corner of the Southwest quarter of Section 17, Township 2 North of Range 5 East of the Salt Lake Meridian, and running North 2 rods; thence West 160 rods; thence South 2 rods; thence East 160 rods to the place of beginning and containing 2 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 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 2 day of February, 19 90.

WITNESS:

George Good

Thomas Copley Walker
Thomas Copley Walker

ACKNOWLEDGEMENT

STATE OF Utah)
COUNTY OF Summit) ss;

The foregoing instrument was acknowledged before me this 2nd
day of February, 19 90, by Arvilla R. Fawcett
Notary Public

Seal _____ (Title)

(Address)

My Commission Expires:

STATE OF Utah)
COUNTY OF Summit) ss;

The foregoing instrument was acknowledged before me this 2nd
day of February, 19 90, by Thomas Coppy Weber

Arvilla R. Fawcett
(Title) Arvilla R. Fawcett, Notary

(Address) 175 W Center
Henrieville, Utah 84033



My Commission Expires:

2-29-92

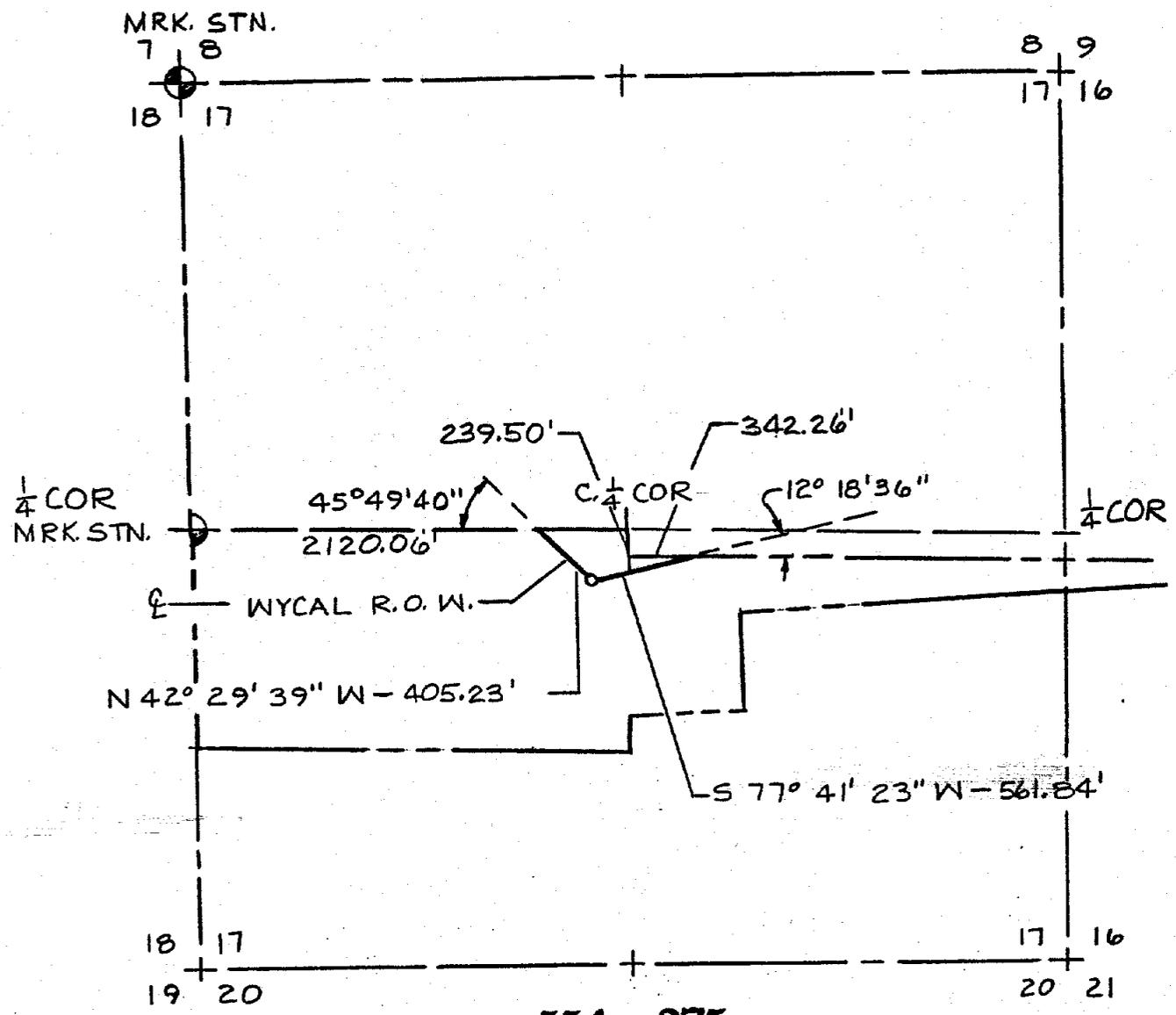
STATE OF _____)
COUNTY OF _____) ss;

The foregoing instrument was acknowledged before me this _____
day of _____, 19 _____, by _____

Seal _____ (Title)

(Address) BOOK **554** PAGE **274**

My Commission Expires:



BDD: 554 PAGE 275

THOMAS COPLEY WALKER
 967.07 FEET
 58.61 RODS
 1.110 ACRES

EXHIBIT "A"

REF. DWG. 153A-20

WyCal
 WYOMING - CALIFORNIA PIPELINE
 COLORADO SPRINGS, COLORADO

LAND PLAT
 WYCAL MAINLINE 153A-30"
 X-ING WALKER PROPERTY
 PART S 1/2 SEC 17 T 2 N R 5 E SUMMIT CO. UTAH

NO.	C.O. NO.	DESCRIPTION	DATE	BY	CHK.	APPR.	SCALE: 1"=1000'	DRAWN: KAG	APP: <i>[Signature]</i>	153U-2-28 1/8
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REVISIONS

DATE: 10-27-89 CHECK: JDK C.O. 89916

BRUNING 7661B FORM # 0975