

Record
PCR

4952508

WYOMING-CALIFORNIA PIPELINE COMPANY
EXCLUSIVE RIGHT-OF-WAY AND EASEMENT AGREEMENT

STATE OF UTAH)
) ss. LL 153U-2-181, 187, 211, & 216
COUNTY OF SALT LAKE) 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 Salt Lake County, State of Utah, the centerline of which is shown on Land Plats marked Exhibit "A" attached hereto and made a part hereof, to-wit:

Tract 1 (2-181): Beginning North 89°33'26" West 654.84 feet from East quarter corner Section 25, Township 3 South, Range 2 West, Salt Lake Meridian, North 89°33'26" West 681.68 feet; North 0°05'38" East 1323.04 feet; South 89°54'27" East 681.68 feet; South 0°05'38" West 1323.40 feet to beginning, less Utah Power and Light Co., 18.17 acres,

Less and Except Tract:

A tract of land 110 feet wide extending Southwesterly from and abutting the Southwesterly line of the existing 50 foot right of way of the Grantee and described as follows:

Beginning at the intersection of the North boundary line of the Grantors' land and the said Southwesterly line of the Grantee's right of way at a point 1320 feet South and 1081 feet West, more or less, from the Northeast corner of Section 25, Township 3 South, Range 2 West, Salt Lake Meridian, and running thence South 37°27' East 1670 feet, more or less, along said Southwesterly right of way line to the South boundary line of Grantors' land; thence West 139 feet, more or less, along said South boundary line to a point 110 feet perpendicularly distant Southwesterly from the above described Northeasterly boundary line of this tract of land; thence North 37°27' West 1670 feet, more or less,

to the said North boundary line of Grantors' land; thence East 139 feet, more or less, along said North boundary line to the Point of Beginning; and containing 4.22 acres, more or less, in the Southeast quarter of the Northeast quarter of said Section 25; and

Tract 2 (2-187): Commencing South 89°30'46" East 835.26 feet from West quarter corner Section 30, Township 3 South, Range 1 West, Salt Lake Meridian, South 89°30'46" East 447.31 feet; South 1782.47 feet; North 37°20'36" West 737.38 feet; North 1200.04 feet to beginning. Also commencing 48 feet North and South 88°53'52" East 842.12 feet from Southwest Corner of said Section 30, North 1226.45 feet; South 37°20'36" East 737.38 feet; South 648.83 feet; North 88°53'52" West 447.37 feet to beginning. 24.93 acres; and

Tract 3 (2-211): Northwest quarter of Southeast quarter, Section 16, Township 4 South, Range 1 West, Salt Lake Meridian. Less Reservoir. 39.05 acres; and

Tract 4 (2-216): North Half of Southwest quarter of Northwest quarter, Section 22, Township 4 South, Range 1 West, Salt Lake Meridian. Less Reservoir.

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 26 day of July, 1990

The Wayne W. Butterfield Family
Partnership, A Utah Limited
Partnership

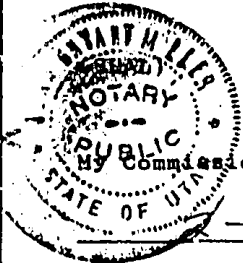
By: _____
Wayne W. Butterfield

ACKNOWLEDGMENT

STATE OF Utah)
COUNTY OF SL) ss.

On the 26 day of July, 1990, personally
appeared before me, a Notary Public Wayne W. Butcherfield
_____, who acknowledge to me that
HE executed the foregoing instrument.

Witness my hand and official seal.



John Bryan Smith
Notary Public
Residing at: Herriman Utah

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) ss.

On the _____ day of _____, 19____, personally
appeared before me, a Notary Public, _____
_____, who acknowledge to me that
_____ executed the foregoing instrument.

Witness my hand and official seal.

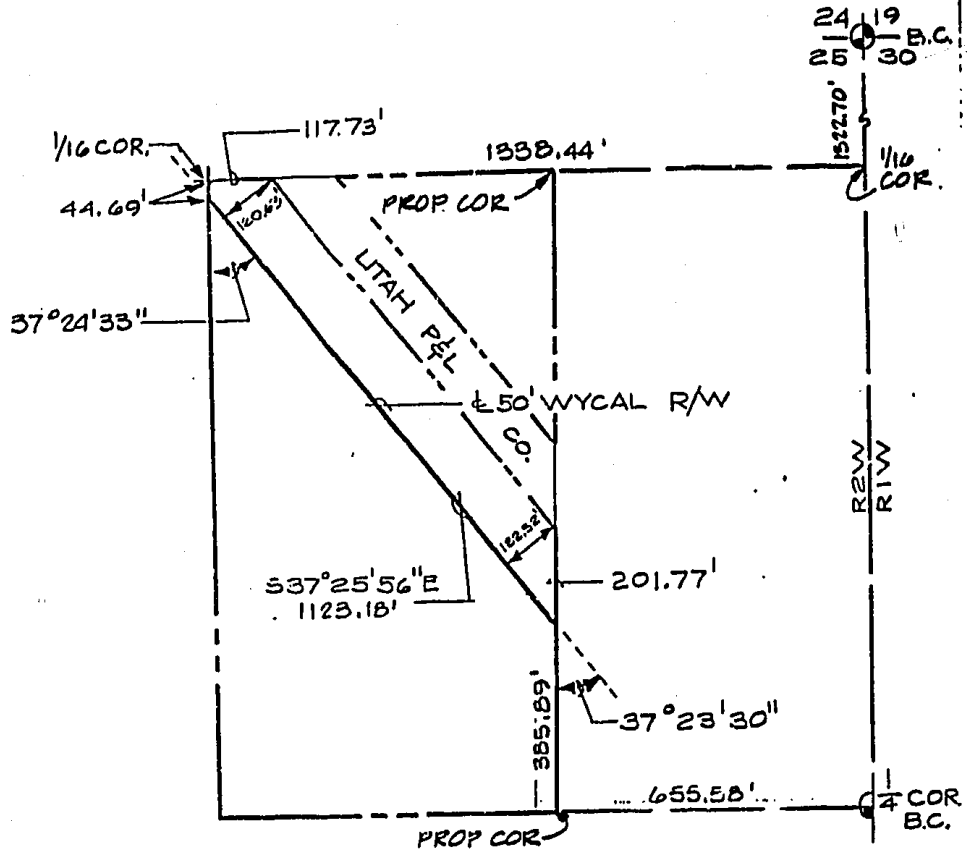
(SEAL)

My Commission Expires: _____

Notary Public

Residing at: _____

BK6244PG1272



WAYNE W. BUTTERFIELD FAMILY PARTNERSHIP
LAND
 1123.18 FEET
 68.07 RODS
 1.289 ACRES per 50' width
 FEB 20 1990

EXHIBIT "A"
 Page 1 of 4

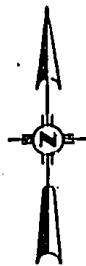
ACQUISITION

REF. DWG. 153A-35

BRUNING T&E/FORD 0973

REVISIONS						 WYOMING - CALIFORNIA PIPELINE COLORADO SPRINGS, COLORADO		
						LAND PLAT WYCAL MAINLINE 153A-30" X-ING BUTTERFIELD PROPERTY PT. OF SEC. 25, T36, R2W SALT LAKE CO, UT.		
1	89916	ADD UP&L PROP. TIES	2/10/90	VFR	JDK	SCALE: 1"=300'	DRAWN: VFR	APP: <i>[Signature]</i>
						DATE: 1-9-90	CHECK: JOK	C.O. 89916
						153U-2-1818		

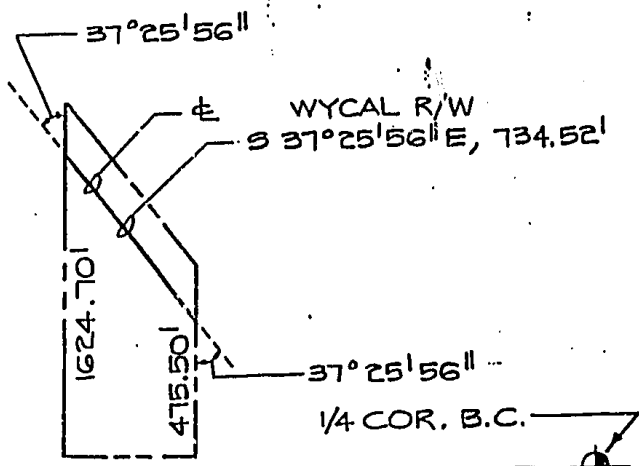
BK 6244 PG 1273



1/4 COR. B.C.

R2W
R1W

25 30
36 31



WAYNE W. BUTTERFIELD
LIMITED PARTNERSHIP, A UTAH PARTNERSHIP
 734.52 FEET
 44.52 RODS
 0.843 ACRES (Net 50' width)

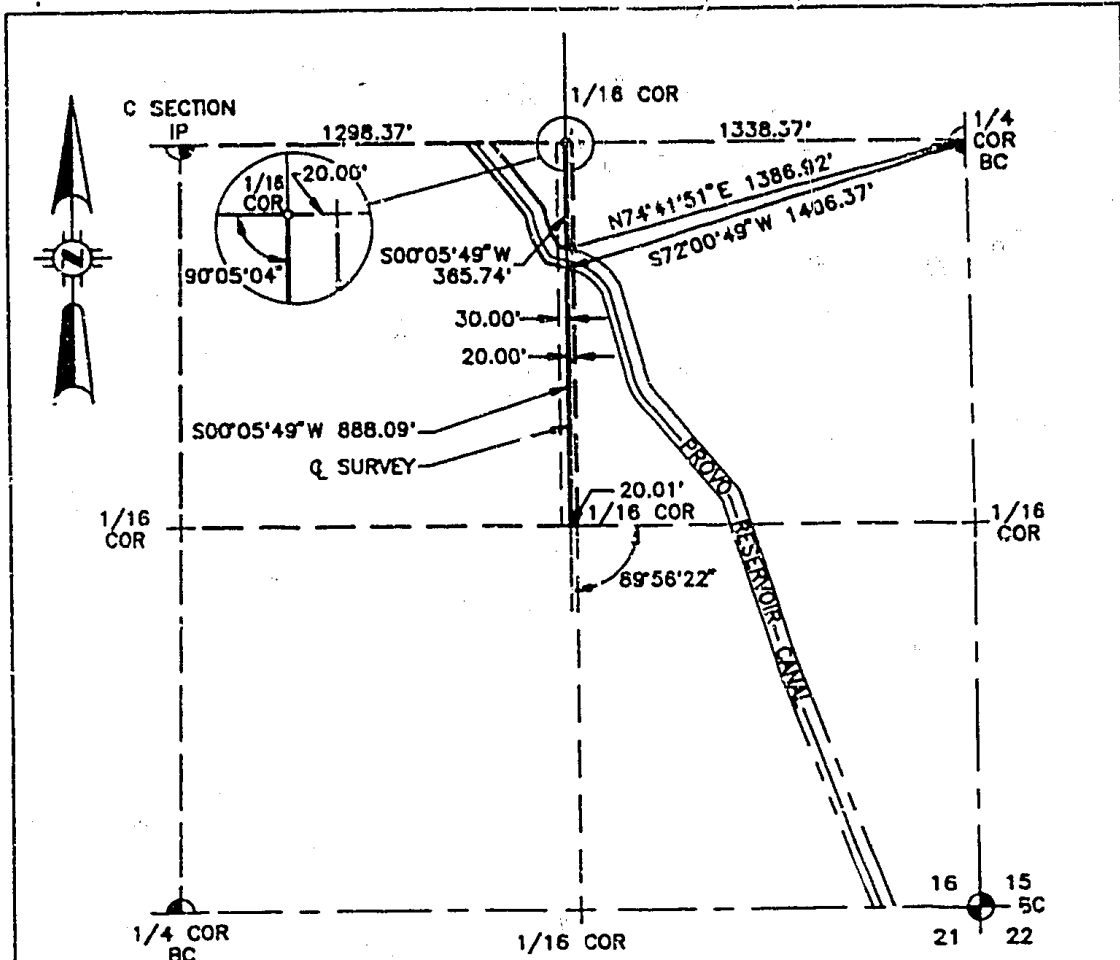
EXHIBIT "A"
Page 2 of 4

REF. DWG. 153A - 35

BRUNING 24618 FORM 0/013

LAND					WyCal WYOMING - CALIFORNIA PIPELINE COLORADO SPRINGS, COLORADO				
JAN 16 1990					LAND PLAT WYCAL MAINLINE 153A-3011 X-ING BUTTERFIELD PROPERTY PART SEC. 30 T3S R1W SALT LAKE CO., UT.				
ACQUISITION					SCALE: 1"=500' DRAWN: RDM APP: <i>[Signature]</i> 153U-2-1871/8				
NO	C.O. NO.	DESCRIPTION	DATE	BY	CHK.	APPR.	DATE: 1/11/90	CHECK: <i>[Signature]</i>	C.O. 89916
REVISIONS									

BK 6244 PG 1-274



WAYNE W. BUTTERFIELD FAMILY PARTNERSHIP

1253.83 FEET
75.99 RODS
1.439 ACRES

EXHIBIT "A"
Page 3 of 4

REF DWG: 153A-38

LAND				
MAY 03 1990				
ACQUISITION				
1	88918	NEW OWNER	4-15-88	MAH
REVISIONS				

WyCal
SURVEYORS - CALIFORNIA REGISTERED
COLORADO EXPIRES, COLORADO

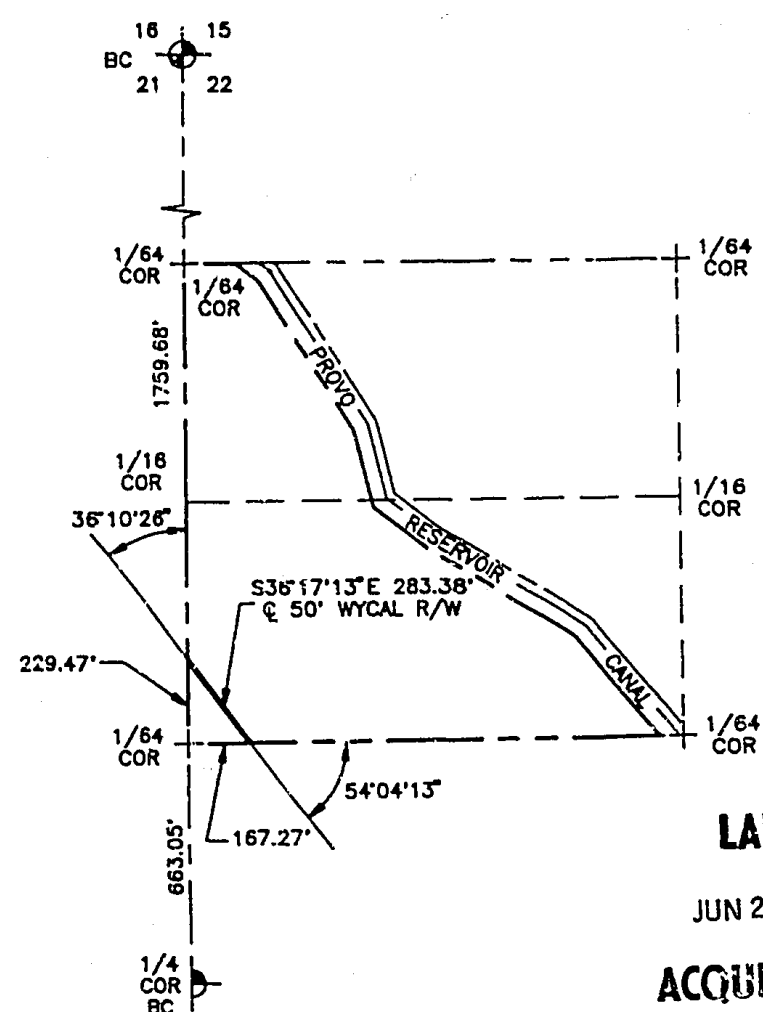
LAND PLAT
WYCAL MAINLINE 153A-30"
X-ING BUTTERFIELD PROPERTY

NW1/4SE1/4SEC16,T4S,R1W SALT LAKE CO., UT

NO.	C.O. NO.	DESCRIPTION	DATE	BY	CHK.	APPR.	SCALE: 1"=500'	DRAWN: KFP	APP: —
							DATE: 6-18-80	CHECK: —	C.O. 88918

153U-2-211

BK 6244 FG 1275



LAND
 JUN 26 1990
ACQUISITION

WAYNE W BUTTERFIELD FAMILY PARTNERSHIP

283.38 FEET
 17.17 RODS
 0.325 ACRES per 50' width

EXHIBIT "A"
 Page 4 of 4

REF DWG: 153A-36

NO.	C.O. NO.	DESCRIPTION	DATE	BY	CHK
1	89818	REALIGN & RECONSTRUCT			

WyCal
 WYOMING - CALIFORNIA PIPELINE
 COLORADO ST. COOR. COLORADO

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

N1/2SW1/4NW1/4SEC22.T4S.R1W SALT LAKE CO., UT

APPR.	SCALE: 1"=100'	DRAWN BY	APP.
DATE: 7-8-90	CHECK:	C.O. 89818	

153U-2-216

BK 6244 Pg 1275

Exhibit "B"

153U-2-181, 187, 211, 216

- 1) Grantee will surrender this easement if the pipeline construction has not begun within five (5) years.
- 2) Grantee's easement will revert to Grantor if pipeline is not used for a period of five (5) years.
- 3) Grantor has the right to install crossing streets, sewer, drain, water and electric lines after Grantee has given written consent. This consent shall not be unreasonably withheld as long as these crossings are within compliance of State and Federal regulations and do not interfere with the construction, maintenance and operation of Grantee's pipeline.

1709

4952508
14 AUGUST 90 09:17 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
UYCAL
PO BOX 1087 COLORADO SPRINGS
CO 80499
REC BY: SHARON WEST , DEPUTY