

4957764

Record  
File

WYOMING-CALIFORNIA PIPELINE COMPANY

EXCLUSIVE RIGHT OF WAY AND EASEMENT AGREEMENT

J.C.  
J.C.M.

STATE OF UTAH ) LL 153U-2-188  
                  )ss  
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 fifty (150) feet in width during construction of the pipeline, said width being 100 feet on the Northeasterly side of permanent centerline and 50 feet from the Southwesterly side of said permanent centerline 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 Plat marked Exhibit "A" attached hereto and made a part hereof, to-wit:

J.C.  
J.C.M.

Commencing at a point which is located North 48.00 feet and South 88°53'52" East 1289.49 feet from the Southwest Corner of Section 30, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said point also being located on the North boundary of State Highway 111, and running thence North 648.83 feet to a point on the Southwesterly boundary of a 110.00-foot right of way owned by Utah Power & Light Company; thence South 37°20'36" East 828.28 feet to a point on the North boundary of said highway; thence North 88°53'52" West 502.52 feet along the boundary of said highway to the Point of Beginning. Containing 3.74 acres more or less.

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.

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 8-8 day of Aug., 19 90.

\_\_\_\_\_  
*James E. Miller*  
James E. Miller, husband, joint tenant

\_\_\_\_\_  
*Judith F. Miller*  
Judith F. Miller, wife, joint tenant

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF Utah )  
COUNTY OF Salt Lake ) SS  
On the 8th day of Aug., 1990, personally  
appeared before me James E. Miller

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

Cecilia S. Walber  
Notary Public  
Residing at: Serriman, Utah

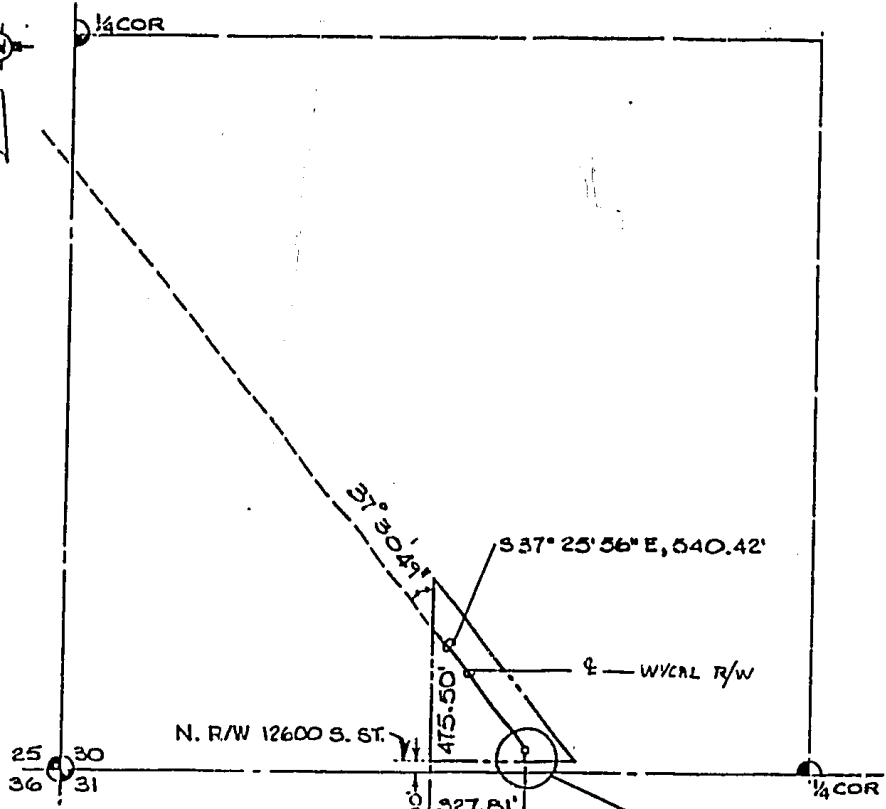
My Commission Expires:  
12-23-1991  
STATE OF Utah

STATE OF Utah )  
COUNTY OF Salt Lake ) SS  
On the 8th day of August, 1990, personally  
appeared before me Judith A. Miller

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

Cecilia S. Walber  
Notary Public  
Residing at: Serriman, Utah

My Commission Expires:  
12-23-1991



JAMES E. MILLER & JUDITH F. MILLER  
 627.10 FEET  
 38.01 RODS  
 0.720 ACRES Per 50' width



EXHIBIT "A"

REF. DWG. 153A-35

BRUNING TABLE FORM - DTTS

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

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

**LAND PLAT**  
**WYCAL MAINLINE 153A-30"**  
**X-ING MILLER PROPERTY**  
 PT. OF SEC. 30, T3S, R1W SALT LAKE Co., UTAH

SCALE: 1" = 500'	DRAWN: DJ	APPR: [Signature]	153U-2-188 1/8
DATE: 1-11-90	CHECKED: [Signature]	C.O. 89916	

BK 6247 PG 1474

Exhibit "B"

153U-2-188

- 1) Grantee will surrender easement if the pipeline is not built 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.

CALL

1200

4957764  
27 AUGUST 90 11:41 AM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
MYCAL  
P.O. BOX 1087  
COLORADO SPRINGS, CO 80944  
REC BY: DIANE KILPACK , DEPUTY