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# State of Utah

*School and Institutional*  
TRUST LANDS ADMINISTRATION

Michael O. Leavitt  
Governor  
David T. Terry  
Director

675 East 500 South, Suite 500  
Salt Lake City, Utah 84102-2818  
801-538-5100  
801-355-0922 (Fax)

ACT/015/017

#2

December 27, 1996

Mr. Chuck Semborski  
Geology and Environmental Supervisor  
Energy West Mining Co.  
Post Office Box 310  
Huntington, Utah 84528

RE: DES-BEE-DOVE-TEXACO HAUL ROAD

Dear Mr. Semborski:

With respect to your letter dated December 17, 1996, enclosed please find copies of the following documents:

1. Easement No. 376 granted from the School and Institutional Trust Lands Administration to Texaco Exploration and Production, Inc. 3300 North Butler, Farmington, New Mexico 87401 on September 23, 1996;
2. Right of Way 2470, an Amended Easement, dated October 18, 1982, issued to Utah Power & Light Company by the Division of State Lands & Forestry, predecessor to School and Institutional Trust Lands Administration;
3. Resource Development Coordinating Committee June 25, 1996 agenda approving the issuance of Easement 376 to Texaco Exploration and Production, Inc;
4. Computer printouts of Easement 376 and Right of Way 2470.

Your letter correctly describes the two overlapping grants of easement in section 2, Township 18 South, Range 7 East, Salt Lake Meridian. On October 18, 1982 a road right of way was granted to Utah Power & Light Company. On September 23, 1996 a pipeline easement was granted to Texaco Exploration and Production, Inc. Neither of these grants are exclusive to the grantee.

Trust Land Administration records indicate that right of way 2470 continues to be held by Utah Power & Light Company. No record of transfer to PacifiCorp exists within the Trust Land

Mr. Chuck Semborski

December 27, 1996

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Administration's files, so, PacifiCorp would not receive any notice from the Trust Lands Administration regarding actions in this area. Neither grant obligates the Trust Lands Administration to notify interested parties of future grants nor potential conflicts. As a matter of policy, the Trust Lands Administration does present items to a state clearing house, the Resource Development Coordinating Committee.

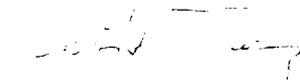
Both easement 376 and right-of-way 2470 requires the respective grantee to "contact all existing easement holders and cooperate with them with respect to where and how material may be removed so as no to cause damage to existing easements." In the event that Texaco failed to notify Utah Power & Light Co. in advance of its construction plans, Texaco may have violated a condition of easement No. 376.

Both easements do require reclamation and the pipeline easement requires a bond. While the Trust Lands Administration does not accept responsibility for the current situation, we are reviewing our policies to help insure that such confusion does not occur in the future. Additionally, the Trust Lands Administration has indicated to Mary Ann Wright at Division of Oil, Gas & Mining a willingness to work with all of the stakeholders in the area and to make top soil available from other trust land, if doing so would be helpful.

Although, the Trust Lands Administration was invited to your meeting on December 6, 1996, our practice is to gather the details prior to reacting to disputes of this nature. Should Utah Power & Light Co. and Texaco continue to be unable to resolve differences related to the issuance of easements in this area, please advise.

Sincerely,

SCHOOL & INSTITUTIONAL TRUST LANDS ADMINISTRATION



David T. Terry

Director

cc: Mary Ann Wright, Division of Oil, Gas & Mining  
Texaco Exploration and Production, Inc.



December 17, 1996

David Terry, Director  
State and Institutional trust Lands  
675 East 500 South, Suite 500  
Salt Lake City, Utah 84102

1996  
Nov 20 1996

**RE: DES-BEE-DOVE - TEXACO HAUL ROAD**

Dear Mr. Terry:

I am writing you about recent ground activities by Texaco Exploration and Production, Inc. on state lands that conflict with a prior grant to PacifiCorp.

Here are the facts, as I understand them:

- (1) Lands Description of the Problem/Conflict area  
State Trust Lands, Sec. 2, TWP 18SR7E, SLBM
- (2) Authorization Sec. 2, TWP 18SR7E, SLBM
  - (a) About 13 years ago and continuing to present time, PacifiCorp was authorized by the State of Utah to construct, use, and maintain the Des-Bee-Dove haul road. The road was designed by the Utah Department of Transportation to ASTM standards.
  - (b) Shortly after 2(a) above, the State of Utah, Division of Oil, Gas, and Mining issued a coal mine and reclamation permit for the Des-Bee-Dove haul road. The road at both ends carries the I.D. sign, permittee name, phone number, and other information. Further, the disturbed area associated with the road disturbance is clearly marked with disturbed markers.
- (3) We have here say information that Texaco has also been granted rights on Section 2 by Trust Lands on some of the same lands covered by the prior grant to PacifiCorp.

- (4) PacifiCorp has not been contacted by either Trust Lands nor Texaco on the Texaco project. We are not aware of what action was taken to ensure the recent Texaco grant would not conflict and usurp the purpose of the prior PacifiCorp grant.

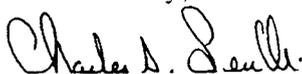
Please provide PacifiCorp the following information together with the authorizing documents:

- (1) State of Utah grant to Texaco.
- (2) What steps were taken to coordinate to avoid conflicts on overlapping authorization.
- (3) Pipeline and other construction standards, bonding, etc.
- (4) Conditions so the Texaco authorization would not interfere with existing facilities and valid existing rights.
- (5) Final reclamation standards and who is responsible for final reclamation.

Texaco's current activities that conflict with the Des-Bee-Dove road concerns the construction, installation, and maintenance of a gas pipeline in the Des-Bee-Dove road ditch. The current Texaco construction adversely affects the function of the Des-Bee-Dove road ditch. This puts PacifiCorp in a position where there could be difficulty meeting Utah Coal Rules road performance standards and permit obligations.

In conclusion, I regret that you or a representative from your office couldn't attend last Friday's (12/6/96) meeting, and I hope we can, with the assistance of your office, Texaco, and others, work things out so the prior rights can be protected and yet accommodate Texaco's needs.

Sincerely,



Chuck Semborski

Geology and Environmental Supervisor

cc: DOGM, SLC  
DOGM, Price  
Larry Slotterback, Texaco

## EASEMENT

Fund: School

Easement No. 376

THE STATE OF UTAH, by and through the School and Institutional Trust Lands Administration, GRANTOR, in consideration of the payment of \$14,722.34, plus a \$600.00 application fee, receipt of which is acknowledged, and the promise of the GRANTEE to pay an administrative fee as provided by Administration Rules R850-40-1800 and R850-4-100, as amended or replaced, to the GRANTOR on or before January 1, 1999, and every third year thereafter, or within 10 days of notice from GRANTOR that payment is due, hereby grants to Texaco Exploration and Production, Inc., 3300 North Butler, Farmington, NM 87401, GRANTEE, the right to construct, operate, repair and maintain a natural gas pipeline, on state trust lands described as follows:

Township 18 South, Range 7 East SB&M Emery County

Section 2: Beginning at a point on the north line of Section 2, T18S, R7E, SLB&M, which bears N89°53'00"E 1166.12 feet from the southwest corner of Section 35, T17S, R7E, SLB&M; thence S16°53'42"E 304.15 feet; thence S14°49'16"E 324.53 feet; thence S18°31'47"E 329.93 feet; thence S19°22'41"E 303.29 feet; thence S26°48'47"E 279.24 feet; thence S30°26'25"E 1102.58 feet; thence S30°41'03"E 496.47 feet; thence S30°01'17"E 240.56 feet; thence S47°15'25"E 352.42 feet; thence S30°49'55"E 91.59 feet; thence S25°31'11"E 612.13 feet; thence S43°00'59"E 151.45 feet; thence S34°19'05"E 90.72 feet; thence S54°55'21"E 155.41 feet; thence S42°19'12"E 245.47 feet; thence S27°59'19"E 384.56 feet; thence S22°55'09"E 330.25 feet; thence S04°41'49"E 82.11 feet; thence S48°13'51"E 221.95 feet; thence S48°17'45"E 118.67 feet; thence S24°13'44"E 63.03 feet to a point on the south line of the SE¼ of said Section 2 which bears S89°54'35"W 1272.17 feet from the southeast corner of said Section 2.

Also beginning at a point on the north line of Section 2, T18S, R7E, SLB&M, which bears S89°50'49"W from the southeast corner of Section 35, T17S, R7E, SLB&M; thence S19°57'35"W 1422.91 feet; thence S20°32'48"W 568.37 feet; thence S41°57'53"W 807.49 feet; thence S10°57'22"E 238.43 feet; thence S25°16'13"E 233.61 feet; thence S35°09'14"W 144.56 feet; thence S47°44'57"W 287.10 feet to a point in the SE¼ of said Section 2 which bears N00°48'56"E from the south ¼ corner of said Section 2. The side lines of described right of way being shortened or elongated to meet the

Grantor's property line. Basis of bearings is the south line of the SW ¼ of Section 35, T17S, R7E, SLB&M which is assumed from G.L.O. information to bear N89°53'E. Containing 11.62 acres, more or less.

TO HAVE AND TO HOLD for a term of 30 years subject to the following terms and conditions and any valid and existing rights or until GRANTEE, its successors and assigns shall fail to make any payment in accordance with its promise above set forth. This easement is granted only for the purpose described above as far as it is consistent with the principles and obligations in the Enabling Act of Utah (Act of July 16, 1894, Ch. 138, 28 Stat. 107) and the Constitution of the State of Utah.

GRANTEE shall pay for all cost and expense in connection with the construction, operation, repair, replacement, and maintenance of said natural gas pipeline, and hold GRANTOR harmless from any and all liability (including expenses for attorney's fees) which may arise from the construction, operation, and maintenance of said natural gas pipeline, so long as the easement shall remain in force and effect.

1. GRANTOR reserves the right to relocate or modify the easement, in whole or in part, as may be necessary to satisfy the interests of the GRANTOR for the use of the dominant estate or the adjoining lands. The cost of such relocation shall be at GRANTEE's sole expense. The relocated or modified easement shall provide GRANTEE with access substantially equivalent as necessary for the purposes of the grant.

2. GRANTEE shall have sixty (60) days after the expiration of the terms of this easement to remove said natural gas pipeline if GRANTOR determines it is in the GRANTOR's best interest, and upon written notification from GRANTOR. In the event the same is not removed within sixty (60) days, it is mutually agreed by and between the GRANTOR and GRANTEE that the GRANTOR shall have the right to remove, or cause the same to be removed, all at the cost and expense of the GRANTEE.

3. GRANTEE shall contact all existing easement holders and cooperate with them with respect to where and how material may be removed so as not to cause damage to existing easements.

4. GRANTEE agrees that, for good cause shown, at any time during the term of this easement, the GRANTOR may require that the amount of an existing bond be increased or if a bond has not been previously required, GRANTOR may require GRANTEE to post with the Administration a bond with an approved corporate surety company authorized to transact business in the State of Utah, or such other surety as may be acceptable to the GRANTOR, in a penal sum

to be determined by GRANTOR, said bond to be conditioned upon full compliance with all terms and conditions of this easement and the rules relating hereto. The amount of this bond shall not be deemed to limit any liability of GRANTEE.

5. GRANTEE assumes liability for and agrees to indemnify GRANTOR for and against any and all liability, including attorney's fees, of any nature imposed upon, incurred by, or asserted against GRANTOR which in any way relates to or arises out of the activity or presence upon the easement of GRANTEE, its servants, employees, agents, sublessees, assignees or invitees.

⑥ This easement may be terminated by GRANTOR upon breach of any conditions hereof. If GRANTOR determines that the GRANTEE, its assigns or successors in interest have breached any conditions of this easement, GRANTOR shall notify the breaching party (parties) in writing by certified mail, return receipt requested, specifying the particular breach. The breaching party (parties) shall have thirty (30) days from the date of such notice, or such longer period as may be required under the circumstances as approved by the (GRANTOR) to correct such breach. If breaching party (parties) fails (fail) to correct such breach within such period, GRANTOR may terminate this easement upon thirty (30) days notice; provided, however, such termination shall not release breaching party (parties) from liability for damage prior to such termination.

7. GRANTEE consents to suit in the courts of the State of Utah in any dispute arising under the terms of this easement or as a result of operations carried on under this easement. Service of process in any such action is hereby agreed to be sufficient if sent by registered mail to the GRANTEE at the last known address of GRANTEE appearing on the GRANTOR'S records.

8. GRANTEE agrees for itself, successors and assigns that any suit brought by the GRANTEE, its successors or assigns concerning this easement may be maintained only in the Utah State District Court of Salt Lake County.

9. The acquisition or assumption by another party under an agreement with the GRANTEE of any right or obligation of the GRANTEE under this easement shall be ineffective as to the GRANTOR unless and until GRANTOR shall have been notified of such agreement and shall have recognized and approved the same in writing, and in no case shall such recognition or approval: (i) operate to relieve the GRANTEE of the responsibilities or liabilities assumed by GRANTEE hereunder; or (ii) be given unless such other party is acceptable to GRANTOR as a GRANTEE, and assumes in writing all of the obligations of the GRANTEE under the terms of this easement as to the balance of the term thereof, or acquires the rights in trust as security and subject to such conditions as may be necessary for the protection of the public interests.

10. GRANTEE shall at all times observe reasonable precautions to prevent fire on said easement and shall comply with all applicable laws and regulations of any governmental agency having jurisdiction. In the event of a fire on said easement proximately caused by GRANTEE, its servants, employees, agents, sublessees, assignees or licensees which necessitates suppression action by the State Forester, GRANTEE agrees to reimburse GRANTOR for the cost of such fire suppression action.

11. GRANTEE shall surrender to GRANTOR said lands in the original land contour in order to allow the area to properly drain. Rehabilitation shall be done with the approval and to the specifications of the GRANTOR.

12. GRANTEE, in exercising the privileges granted by this easement, shall comply with the provisions of all valid Federal, State, County, and Municipal laws, ordinances, and regulations which are applicable to the subject tract and operations covered by this easement. GRANTEE shall neither commit nor permit any waste on the easement premises. GRANTEE shall take reasonable precautions to prevent pollution or deterioration of lands or waters which may result from the exercise of the privileges granted pursuant to this easement.

13. GRANTOR herein reserves the right to utilize said easement for access to and from the lands owned by GRANTOR on both sides of said easement.

14. It is expressly understood and agreed that the right herein granted is non-exclusive and GRANTOR hereby reserves the right to issue other non-exclusive easements, leases, or permits on or across the subject property where such uses are appropriate and compatible or to dispose of the property by sale or exchange.

15. GRANTOR expressly reserves the right to lease said land for the exploration, development and production of oil, gas and all other minerals, together with the right of ingress and egress across said easement; provided that no drilling of oil wells shall be conducted, nor will mining shafts be located within the boundaries of said easement.

16. GRANTEE agrees that the removal of ordinary sand and gravel or similar materials from the easement is not permitted except when the GRANTEE has applied for and received a materials permit from the GRANTOR.

17. GRANTEE agrees that no trees may be cut or removed from the easement except when the GRANTEE has applied for and received a small forest products permit or timber contract from the GRANTOR.

18. It is hereby understood and agreed that all treasure-trove and all articles of antiquity

in or upon the subject lands are and shall remain the property of the GRANTOR. GRANTEE shall report any discovery of a "site" or "Specimen" to the GRANTOR and the Division of State History in compliance with Section 63-18-27 Utah Code Annotated (1953) as amended.

19. GRANTOR claims title in fee simple, but does not warrant to GRANTEE the validity of title to these premises. GRANTEE shall have no claim for damages or refund against the GRANTOR for any claimed failure or deficiency of GRANTOR'S title to said lands or for interference by any third party.

20. GRANTOR reserves the right to inspect the area of operation at a later date and recall GRANTEE for correction of any violations of the above stipulations. If the GRANTEE fails to correct such violations within a reasonable time the GRANTOR may, after thirty (30) days written notice, re-enter and terminate this grant.

21. This easement is granted pursuant to the provisions of all applicable laws and subject to the rules of the departments and agencies of the State of Utah presently in effect and to such laws and rules as may be hereafter promulgated by the State.

22. Any notice contemplated herein to be served upon GRANTEE shall be in writing and shall be deemed sufficient if deposited in the United States mail, postage prepaid and certified or registered, and addressed as follows:

TEXACO EXPLORATION AND PRODUCTIONS, INC.  
3300 North Butler  
Farmington, NM 87401

or at any such other address as GRANTEE may from time to time designate by written notice to GRANTOR.

23. This EASEMENT shall be interpreted and governed by the laws of the State of Utah and the provisions hereof shall inure to and be binding upon the successors and assigns of GRANTEE.

Easement No. 376  
Texaco Exploration and Production, Inc.  
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IN WITNESS WHEREOF, the State of Utah, by and through the School and Institutional Trust Lands Administration, has caused these presents to be executed this 23<sup>rd</sup> day of September, 1996, by the Director.

GRANTOR: STATE OF UTAH  
School and Institutional  
Trust Lands Administration  
675 East 500 South, Suite 500  
Salt Lake City, Utah 84102-2818

By: David T Terry  
DAVID T. TERRY, DIRECTOR

GRANTEE: TEXACO EXPLORATION AND  
PRODUCTION, INC.  
3300 N. Butler  
Farmington, NM 87401

By: Patrick Lee Callahan  
**Patrick Lee Callahan**  
**Attorney-in-Fact**

APPROVED AS TO FORM  
JAN GRAHAM  
ATTORNEY GENERAL

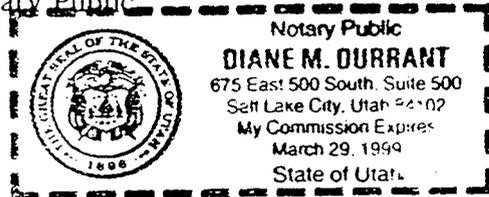
BY: s/ John W. Andrews  
Assistant Attorney General

STATE OF UTAH )  
 ) §  
COUNTY OF SALT LAKE )

On the \_\_\_\_\_ day of \_\_\_\_\_, 1996, personally appeared before me David T. Terry, who being duly sworn did say that he is the Director of the Utah School and Institutional Trust Lands Administration, and authorized to execute the above instrument.

My commission expires: \_\_\_\_\_

Notary Public



STATE OF COLORADO )  
 ) §  
COUNTY OF DENVER )

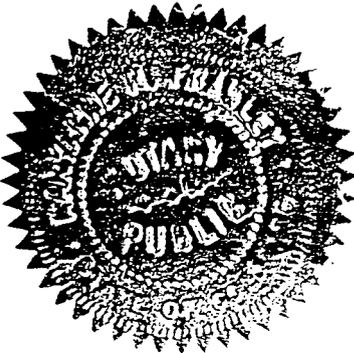
On the 12 day of September, 1996, personally appeared before me Patrick Lee Callahan, who being duly sworn did say that \_\_\_\_\_ is the Attorney-in-Fact of Texaco Exploration and Production, Inc., and authorized to execute the above instrument.

My commission expires: \_\_\_\_\_

May 21, 1998

Notary Public, residing at:

MaryAnne M. Frawley  
5709 South Nepal Way  
Aurora, CO 80015-3390



A M E N D E D  
October 18, 1982  
E A S E M E N T

Wang 0954c

Coal Haul Road  
and Temporary Equipment Storage  
Yard and Access Road  
Fund: School  
Right of Way No. 2470

THE STATE OF UTAH, by and through the Division of State Lands and Forestry, GRANTOR, in consideration of the payment of \$4,441.00 plus a \$20.00 application fee, receipt of which is acknowledged, and the promise of the GRANTEE to pay \$20.00 to the GRANTOR on or before January 1, 1985, and every third year thereafter, or within 10 days of notice from GRANTOR that payment is due, hereby grants to Utah Power & Light Company, 1407 West North Temple, P.O. Box 899, Salt Lake City, Utah 84110, GRANTEE, an easement for a coal haul road varying from 220 feet up to 500 feet wide as shown on the attached survey map (Exhibit A) on State lands described as follows:

Parcel 1

Township 18 South, Range 7 East, SLB&M  
Section 2: NE $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$  Emery Co.

Township 17 South, Range 7 East, SLB&M  
Section 36: E $\frac{1}{2}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ NW $\frac{1}{4}$  Emery Co.

Beginning at the east right of way line of the Hilberg Coal Mine to Desert Coal Mine, coal haul road and the north boundary line of Section 2, T18S, R7E., SLB&M, at point 965 feet west, more or less along the section line from the northeast corner of said Section 2, thence S19 $^{\circ}$  50' 51" W. 2971.81 feet, thence to the right on the arc of a curve whose radius is 1064.93 feet, a distance of 666.29 feet, thence S55 $^{\circ}$  41' 45" W. 379.42 feet to the center of existing state road No. 29, thence N 34 $^{\circ}$  16' 15" W. 220 feet along said center of existing road, thence N 55 $^{\circ}$  41' 45" E. 379.42 feet, thence to the left on the arc of a curve whose radius is 844.93 feet, a distance of 528.65 feet, thence N. 19 $^{\circ}$  50' 51" E. 2892.39 feet to said north boundary line of said Section 2, thence East 233.89 feet along said north boundary line of said Section 2 to the point of beginning. Containing 19.49 acres.

Beginning at the northwest corner of Section 36, T17S, R7E, SLB&M, thence East 794.41 feet, along the north boundary line of said Section 36, thence S 43 $^{\circ}$  13' 09" E. 716.36 feet, thence to the right on the arc of a curve, whose radius is 916.20 feet, a distance of 137.25 feet, thence S. 53 $^{\circ}$  06' 41" E. 157.74 feet, thence S. 36 $^{\circ}$  08' 13" E. 373.74 feet, thence S. 71 $^{\circ}$  03' E. 298.15 feet, thence to the left on the arc of a curve whose radius is 462.96 feet a distance of 996.74 feet, thence N. 39 $^{\circ}$  06' 51" E., 10 feet, thence N. 50 $^{\circ}$  53' 09" W. 497.14 feet, thence East 317.03 feet, along the north boundary line of said Section 36, thence S. 50 $^{\circ}$  53' 09" E. 251.16 feet, thence N. 39 $^{\circ}$  06' 51" E. 10 feet, thence to the right on the arc of a curve, whose radius is 682.96 feet a distance of 1169.64 feet, thence S. 42 $^{\circ}$  45' 39" E. 100 feet, thence to the right on the arc of a curve, whose radius is 782.96 feet a distance of 1340.90 feet, thence N. 40 $^{\circ}$  51' 53" W. 322.58 feet, thence to the left on the arc of a curve, whose radius is 471.20 feet a distance of 70.59 feet, thence N. 43 $^{\circ}$  13' 09" W. 784.43 feet, thence to the left on the arc of a curve whose radius is 1,102.59 feet, a distance of 145.33 feet, thence N. 15 $^{\circ}$  38' 55" E. 60 feet, thence to the left of the arc of a curve, whose radius is 1,162.59 feet a distance of 381.13 feet, thence North 203.98 feet, along the west boundary line of said Section 36, to the point of beginning and being in the E $\frac{1}{2}$  of the NW $\frac{1}{4}$  and the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 36, T17S, R7E, SLB&M, and containing 29.85 acres.

Total acreage 49.34 acres. See Exhibit A for survey map.

Right of Way No. 2470  
Page 2

PARCEL 11

Temporary Equipment Storage Yard and Access Road

Township 18 South, Range 7 East, SLB&M  
Section 2:

Commencing at a point S 54° 37' 11" E. 110.00 ft. from centerline station 236+00 of the Deseret Coal Road to the Wilburg Coal Road, Utah Power & Light Company. Project No. SP-1759. Said point also being East 434 ft. and South 374 ft. from the center of section 2, Township 18 South, Range 7 East, SLB&M.

Thence S 54° 37' 11" E. 500 ft.  
Thence southwesterly 327.76 ft. along the arc of a 1564.93 ft. radius curve to the right;  
Thence N 42° 37' 11" W 500 ft.  
Thence northeasterly 223.04 ft. along the arc of a 1064.93 ft. radius curve to the left, to the point of beginning.  
Containing 3.16 acres more or less.

TO HAVE AND TO HOLD until GRANTEE, its successors and assigns shall fail to make any payment in accordance with its promise above set forth, but upon such failure, the right hereby granted shall terminate.

GRANTEE shall pay for all cost and expense in connection with the construction, operation, repair, replacement and maintenance of said coal haul road, and hold GRANTOR harmless from any and all liability which may arise from the construction and maintenance of said coal haul road, so long as the easement shall remain in force and effect.

GRANTEE shall have sixty (60) days after the expiration of the terms of this easement to remove said coal haul road. In the event the same is not removed within sixty (60) days, it is mutually agreed by and between the GRANTOR and GRANTEE that the GRANTOR shall have the right to remove, or cause the same to be removed, all at the cost and expense of the GRANTEE.

GRANTEE shall contact all existing easement holders and cooperate with them with respect to where and how material may be removed so as not to cause damage to existing easements.

The GRANTEE COVENANTS and AGREES to relocate its facilities hereunder, at its own expense, in the event relocation is necessary for the construction of highways by the State of Utah, or any subdivision thereof, unless proportionate reimbursement of such costs has been obtained by the State of Utah or any such subdivision, pursuant to statutes of the State and the United States then in force, in which event the GRANTEE will be reimbursed for such costs in accordance with the applicable rules and regulations.

GRANTEE shall at all times observe reasonable precautions to prevent fire on these premises and shall comply with all applicable laws and regulations of any governmental agency having jurisdiction. In the event of a fire on these premises proximately caused by GRANTEE, its servants, employees, agents, sublessees, assignees or licensees which necessitates suppression action by the State Forester, GRANTEE agrees to reimburse GRANTOR for the cost of such fire suppression action.

Surface areas will be cleaned of all trash and debris to the satisfaction of the GRANTOR.

GRANTEE shall surrender to GRANTOR said lands in the original land contour in order to allow the area to properly drain. Rehabilitation shall be done with the approval and to the specifications of the GRANTOR.

Right of Way No. 2470  
Page 3

GRANTEE, in exercising the privileges granted by this easement, shall comply with the provisions of all valid Federal, State, County, and Municipal laws, ordinances, and regulations which are applicable to the subject tract and operations covered by this easement.

GRANTEE shall not commit waste upon the premises. GRANTEE shall take reasonable precautions to prevent pollution or deterioration of lands or waters which may result from the exercise of the privileges granted pursuant to this easement.

GRANTOR herein reserves the right to utilize said right of way and easement for the ingress and egress and access to and from the lands owned by GRANTOR on both sides of said easement.

GRANTOR expressly reserves the right to lease said land for the exploration, development and production of oil, gas and all other minerals, together with the right of ingress and egress across said right of way; provided that no drilling of oil wells or mining shafts is being conducted within the boundaries of said right of way.

It is hereby understood and agreed that all treasure-trove and all articles of antiquity in or upon the subject lands are and shall remain the property of the State of Utah. GRANTEE shall report any discovery of a "site" or "Specimen" to the Division of State History in compliance with the provisions of Section 63-19-27, Utah Code Annotated (1953), as amended.

GRANTOR claims title in fee simple, but does not warrant to GRANTEE the validity of title to these premises. GRANTEE shall have no claim for damages or refund against the GRANTOR for any claimed failure or deficiency of GRANTOR'S title to said lands or for interference by any third party.

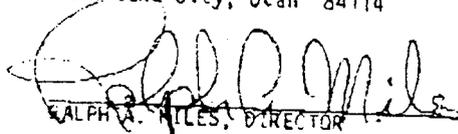
GRANTOR reserves the right to inspect the area of operation at a later date and recall GRANTEE for correction of any violations of the above stipulations.

This EASEMENT shall be interpreted and governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the State of Utah, by and through its Board of State Lands and Forestry has caused these presents to be executed this day of Dec, 1982, by its Director, duly authorized by a resolution of said Board dated January 29, 1982.

GRANTOR: STATE OF UTAH  
Division of State Lands and Forestry  
1100 State Office Building  
Salt Lake City, Utah 84114

By:

  
ALPHA A. MILES, DIRECTOR

GRANTEE: UTAH POWER & LIGHT COMPANY  
1407 West North Temple  
P.O. Box 899  
Salt Lake City, Utah 84110

By:



Right of Way No. 2470  
Page 4

STATE OF UTAH )  
                  ) SS  
COUNTY OF SALT LAKE )

On this 21st day of Dec., 1982, personally appeared before me Ralph A. Miles, who being by me duly sworn did say that he is the Director of the Division of State Lands and Forestry of the State of Utah, and said instrument was signed in behalf of the said Division of State Lands and Forestry by resolution of the Board of State Lands and Forestry, and said Ralph A. Miles acknowledged to me that said Board executed the same in behalf of the State of Utah.

Given under my hand and seal this 21st day of Dec., 1982.

Maeley Bridges S.C.U.  
Notary Public, residing at:

My Commission Expires: 12/1/83

STATE OF UTAH )  
                  ) SS.  
COUNTY OF )

On the 16th day of December, 1982, personally appeared before me Robert Gordon, who being by me duly sworn did say that he is the Vice President & Secretary of Utah Power & Light Co., and said Robert Gordon acknowledged to me that said company executed the same.

Given under my hand and seal this 16th day of December, 1982.

David R. Neilson  
Notary Public, residing at:  
Bountiful, Utah.

My Commission Expires: 2-8-83

APPROVED AS TO FORM:  
DAVID L. WILKINSON  
ATTORNEY GENERAL  
By [Signature]

2/26/96

UTAH DIVISION O  
LEASE REPORT

LEASE NUMBER : ESMT 376  
LEASE STATUS : ACTIVE  
LESSEE NO: 006814

NAME : TEXACO EXPLORATION &  
ADDRESS: PRODUCING INC  
3300 N BULTER AVE STE 100  
FARMINGTON NM 87401

LEASE TYPE : ROW  
APPLICATION DATE: 5/07/96  
DATE APPROVED : 8/28/96

DUE DATE : 1/01  
EXPIRATION DATE : 3/99  
REASSESSMENT DATE:

SOVEREIGN (Y/N): N  
PREMISES :  
PAYMENT AMOUNT:  
UNIT (Y OR N) :  
P WAIVER :N

11.62  
20.00  
N

COLLATERAL (Y OR N): N  
EXTENSION (Y OR N): N  
BOND RECEIVED (Y OR N): N  
TERM (YEARS) :30

CANCEL DATE:  
COUNTIES: EMERY  
AUM'S:

COMMENTS

8/28/96 gas disbursement line  
Approved by the Director on 08/28/96. Director's  
minutes summary constitutes the Record of Decision.

LEGAL DESCRIPTION

TOWNSHIP	RANGE	SECTION	SURVEY	DESCRIPTION
18 S	7 E	2	SL	WITHIN (METES & BOUNDS - SEE FILE)

PAYMENT HISTORY

NUMBER	DATE	PAYMENT AMOUNT	RENTAL AMOUNT	ROYALTY AMOUNT	APP DATE	RECEIPT #	REMARKS
1	5/17/96	600.00	.00	.00		MB04796	APPL FEE
2	8/12/96	14,722.34	.00	.00		MB04857	ADD PAY

LEASE INTERESTS

UTAH DIVISION OF STATE LANDS  
LEASE REPORT

LEASE NUMBER : ROW 2470	NAME : UTAH POWER & LIGHT	LEASE TYPE : ROW	DUE DATE : 1/01
LEASE STATUS : ACTIVE	ADDRESS: PROPERTY DEPT RM 110	APPLICATION DATE: 9/13/82	EXPIRATION DATE : 3/00
	1407 W NORTH TEMPLE	DATE APPROVED : 9/20/82	REASSESSMENT DATE:
LESSEE NO: 000254	SLC UT 84140		

SOVEREIGN (Y/N) : N	COLLATERAL (Y OR N) : N	CANCEL DATE: / /
PREMISES : 49.34	EXTENSION (Y OR N) : N	COUNTIES: EMERY
PAYMENT AMOUNT: 20.00	BOND RECEIVED (Y OR N) : N	
ADJUTANT (Y OR N) : N	TERM (YEARS) :	AUM'S:
ADJUTANT WAIVER : N		

\*\*\*\*\*  
COMMENTS

BILL IN 1985  
Coal haul road approx. 220' in width containing 49.34  
acres.

\*\*\*\*\*  
LEGAL DESCRIPTION

TOWNSHIP	RANGE	SECTION	SURVEY	DESCRIPTION
18 S	7 E	2	SL	NE4, NW4SE4, NE4SW4
17 S	7 E	36	SL	E2NW4, NW4NW4

\*\*\*\*\*  
PAYMENT HISTORY

NUMBER	DATE	PAYMENT AMOUNT	RENTAL AMOUNT	ROYALTY AMOUNT	APP DATE	RECEIPT #	REMARKS
1	9/14/82	4,461.00	4,441.00	.00	1/01/82	MB 0080	Incl. \$20.00 app. fee
2	10/18/82	20.00	.00	.00	1/01/82	MB 0133	Fee from L. A. Young
3	12/24/84	20.00	20.00	.00	1/01/85	C 04489	CREDIT 1985, 1986, 1987
4	12/30/87	20.00	20.00	.00	1/01/88	F 04076	Credit 1988, 1989, 1990
5	12/26/90	20.00	20.00	.00	1/01/91	9103901	CK 282795 CREDIT 1991, 1992, 1993
6	12/15/93	20.00	20.00	.00	1/01/94	9402603	CREDIT 94,95,96

\*\*\*\*\*  
LEASE INTERESTS

# RESOURCE DEVELOPMENT COORDINATING COMMITTEE

June 25, 1996

## Agenda

### I. Approval of Minutes

June 11, 1996

### II. Special Presentations

I-15 Final Environmental Impact Statement - Dan Nelson

Internet Access - Lee King

**General Public please note! The following items on the Agenda may or may not be discussed by the Committee. No special discussions are planned.**

### III. Priority Items

1. UT960617-040

DOI/BLM: Proposed Plan Amendment to the Cedar, Beaver, Garfield/Antimony Resource Management Plan and the Escalante and Paria Management Framework Plan - Finding of No Significant Impact (FONSI). Please bring comments to the meeting. Comments due 7/18/96.

### IV. Other Proposed Actions

A. State

2. UT960605-020

Trust Lands Administration/Emery County: Easement No. 376 (Sec. 2, T18S, R7E). Comments due 6/28/96.

3. UT960610-050

Trust Lands Administration/Sanpete County: SULA 1086 (Sec. 21, 22, T19S, R1W). Comments due 7/3/96.