

SUBMITTAL TO THE FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM
11.6
(ID # 7030)

MEETING DATE:
Tuesday, May 22, 2018

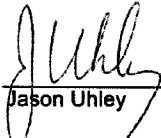
FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of Pipeline Relocation Agreement between the District and Questar Southern Trails Pipeline Company for the Santa Ana River-Below Prado Dam BNSF Bridge Protection Project, Project No. 2-0-00105, District 2. [Total \$4,072,000 - District Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Pipeline Relocation Agreement (Agreement) between the Riverside County Flood Control District (District) and the Questar Southern Trails Pipeline Company (Questar);
2. Authorize the Chairman to execute the Agreement documents on behalf of the District;
3. Authorize the District's General Manager-Chief Engineer to sign any necessary future amendments to the above Pipeline Relocation Agreement that do not increase the total cost above 25% to the District and do not materially change the scope of services; and
4. Direct the Clerk of the Board to return three (3) fully executed Agreements to the District.

ACTION: Policy

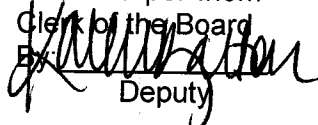

Jason Uhley

5/10/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: May 22, 2018
xc: Flood

Kecia Harper-Ihem
Clerk of the Board

Deputy

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 751,000	\$ 0	\$ 4,072,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 4,072,000	\$ 0
SOURCE OF FUNDS: 25120 947420 536200 - Zone 2 Const/ Maint/Misc./Contribution to a non-County Agency – District Funds 100%			Budget Adjustment: No	
			For Fiscal Year: 17/18 – 27/28	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Agreement sets forth the terms and conditions by which the District will provide reimbursement to Questar for relocation of their 16-inch high pressure gas line in conflict with the BNSF Bridge Protection Project (Project) as part of the U.S. Army Corps of Engineers (USACE) Santa Ana River Mainstem Project (SARMP).

The SARMP project raised the crest of Prado Dam 28 feet and constructed new outlet works. These modifications, combined with future spillway improvements and planned changes in operational procedures, will result in increased discharges to the Santa Ana River of up to 30,000 cubic feet per second. The proposed Project is necessary as these increased flows would result in lateral erosion and scour, which could undermine and damage the BNSF bridge.

In conjunction with its responsibilities as a Local Sponsor of the SARMP, the District is responsible for utility relocations associated with the Project. Questar's work will happen in two phases. The first phase which consists of pipe removal will happen immediately and cost about \$751,000. The second phase is the construction of the relocated pipeline sometime within the next 10 years. Therefore, the District will reimburse Questar an amount not to exceed four million seventy-two thousand dollars (\$4,072,000) as work is performed toward removal and relocation of the existing utility.

County Counsel has approved the Agreement as to legal form.

Impact on Residents and Businesses

The District's financial contribution towards the reimbursement of said costs associated with the Project is funded by ad valorem property tax revenue and entails no new fees, taxes or bonded indebtedness to residents and businesses. Upon construction completion and subsequent turnover for maintenance of the Project to the District, the Project will help prevent lateral erosion and scour to adjacent flood improvements and residences.

Additional Fiscal Information

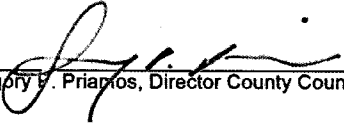
**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

Sufficient funds are available in the Zone 2 budget for Fiscal Year 2017-2018 and will be included in the proposed budget in future years as appropriate and necessary. Future operations and maintenance costs associated with relocated facilities will accrue to Questar.

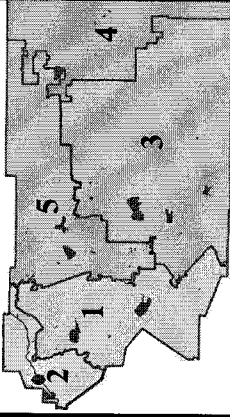
ATTACHMENTS:

1. Vicinity Map
2. Pipeline Relocation Agreement

AM:blm
P8/220756






Gregory V. Priamos, Director County Counsel 5/10/2018



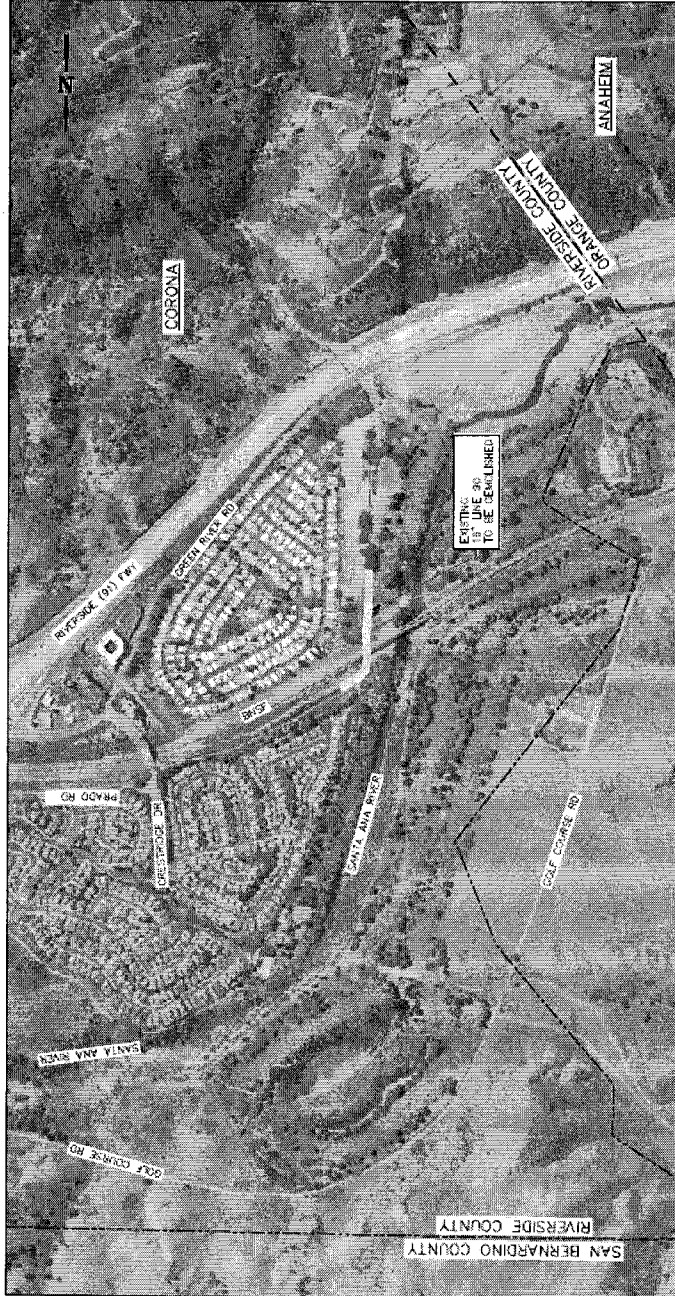
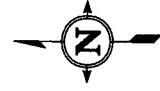
Supervisor Districts

LEGEND:

-  Project Vicinity
-  Railroad
-  Supervisorial District

DESCRIPTION:

Santa Ana Canyon-Below Prado Dam
 BNSF Bridge Protection Project
 Project No. 2-0-00105



CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

PIPELINE RELOCATION AGREEMENT
(BNSF to Green River Road, Riverside County)

This Pipeline Relocation Agreement (Agreement) is entered into this 22nd day of May, 2018 between Questar Southern Trails Pipeline Company, a Utah corporation (QSTP) and Riverside County Flood Control and Water Conservation District, a body politic, (RCFC&WCD). QSTP and RCFC&WCD may be referred to collectively as the "Parties" and singularly as a "Party" all as governed by the context in which such terms are used.

RECITALS

A. QSTP owns and operates a 16-inch high pressure pipeline (the Pipeline) built within a private right-of-way grant and is located near Green River Road in Riverside County, California.

B. The U.S. Army Corps of Engineers (USACE) desires to increase the peak outflow capability of Prado Dam in Riverside County by raising the embankment of the dam and constructing new outlet works. As a result of the increased peak outflow, pier and abutment protection is required at BNSF's Bridge 30.2 on the San Bernardino Subdivision.

C. The RCFC&WCD is partnered with the USACE to provide protection for Santa Ana Canyon Below Prado Dam within Riverside County. RCFC&WCD, as local sponsor for this Project, shall be responsible for relocation of utilities.

D. The Pipeline, in its current location, interferes with the proposed flood control project (the Project). In order to avoid potential conflicts between the Pipeline and the Project, Parties desire to relocate the Pipeline according to the terms and in one of the three location options identified in this Agreement.

OPERATIVE PROVISIONS

1. Scope of Work. QSTP will complete the work contemplated under this Agreement in two phases.

- a. "Phase I Work" shall include the following work by QSTP:
 - i. design engineering associated with removal of the Removed Section and preliminary activities related to installation of the Relocated Section (each defined below);
 - ii. cut and cap the existing Pipeline and remove approximately 985 linear feet of the Pipeline, as shown on the attached Exhibit A, incorporated by this reference (Removed Section); and
 - iii. removal and disposal of the Removed Section; and
 - iv. clean-up for the Removed Section.
 - v. preliminary design and engineering analysis to select route of Relocated Section (defined below).
 - 1. QSTP may commence preliminary activities in anticipation of constructing the Relocated Section, including but not limited to assessing the feasibility of constructing a high pressure natural gas pipeline within two proposed alignment corridors (Route Options); design engineering; environmental surveys and other environmental

costs; property surveys; and evaluation of right-of-way and/or permit acquisition, if any.

2. QSTP, in its sole discretion, may determine which of the Route Options, as set forth in the attached Exhibit B, incorporated by reference, provides a feasible location for Phase II Work.

b. "Phase II Work" shall include the following work by QSTP:

- i. installation of between 1,039 and 2,114 feet of 16-inch pipe (Relocated Section) to follow one of the Route Options; and
- ii. survey and staking/marketing for the location of the Relocated Section; and
- iii. procurement of materials; and
- iv. trenching or boring; and
- v. backfill, compaction, and clean-up for the Relocated Section.

c. QSTP shall obtain any and all necessary governmental permits and/or approvals required to perform the Phase I Work and Phase II Work when necessary.

d. Phase I Work and Phase II Work may be collectively referred to herein as the "Relocation Work"

2. Phase I of the Project.

a. *Conditions Precedent.* QSTP's obligations to begin the Phase I Work under this Agreement are conditioned upon the following:

- i. QSTP's ability to obtain necessary approvals to complete the Phase I Work.
- ii. QSTP's ability to timely engage a contractor.
- iii. Receipt by QSTP of payment of the Phase I Estimated Costs from RCFC&WCD.

b. *Estimated Costs.* QSTP estimates the costs of the Phase I Work to be \$751,000 (Phase I Estimated Costs), as shown on the attached Exhibit C, incorporated by reference. This estimate is based upon prices of material and labor as of March 20, 2018, and does not account for increases due to unknown and unforeseen circumstances, including but not limited to, delays in accomplishing the Phase I Work, contaminated soils, and rock trenching.

c. *Payment of Estimated Costs.* RCFC&WCD shall be responsible to pay the full, actual costs incurred by QSTP for the Phase I Work, including but not limited to costs of materials, construction, installation, engineering, procuring rights-of-way, complying with terms of rights-of-way, environmental costs, weather-related costs, and QSTP personnel costs and overhead. Within seven calendar days of execution of this Agreement, RCFC&WCD shall pay the Phase I Estimated Costs to QSTP.

d. *True-up to Actual Costs.* Within 120 days following completion of the Phase I Work, QSTP shall submit to RCFC&WCD an itemized statement of the final, actual costs incurred (Final Phase I Costs). In the event that the Final Phase I Costs exceed the Phase I Estimated Costs, RCFC&WCD shall pay the additional amount required to QSTP within 30 days after receipt of the itemized statement. If the Final Phase I Costs are less than the Phase I Estimated Costs, QSTP shall refund the difference to RCFC&WCD within 30 days after receipt of the itemized statement. Any undisputed, past due amounts shall bear interest at the rate of 6% per annum.

e. *Cancellation.* If the Phase I conditions precedent are not satisfied within one year following the effective date of this Agreement or if the Phase I Work has not commenced within one year following the effective date and such delay is due to RCFC&WCD or its agents or contractors, QSTP may, at its option, cancel this Agreement and RCFC&WCD shall be entitled to a refund of any funds within fifteen (15) business days of the termination date of this Agreement.

f. *Schedule.* QSTP will take reasonable steps to ensure the Phase I Work is commenced within a reasonable time after execution of this Agreement. QSTP will notify RCFC&WCD at least 48 hours in advance of beginning the Phase I Work. QSTP may adjust its schedules without notice as required to handle emergencies on its system, after which it will informally notify RCFC&WCD as to when the Phase I Work will be resumed.

g. *Right-of-Way and Access.* The Phase I Work shall be conducted largely pursuant to QSTP's existing easement rights. For any part of the Phase I Work located outside of the BNSF right-of-way, RCFC&WCD shall provide to QSTP, or shall obtain on QSTP's behalf, temporary easement rights to perform the Phase I Work.

3. Phase II of the Project.

a. *Timing.* Within 10 years of the date of this Agreement, QSTP will notify RCFC&WCD of its intention to complete the Phase II Work pursuant this Agreement (Phase II Notice).

b. *Location.* The Phase II Notice shall identify which of the Route Options QSTP has selected, in its sole discretion, for installation of the Relocated Section.

c. *Estimated Costs.* The Phase II Notice shall include an updated estimate of the costs to complete the Phase II Work (Phase II Estimated Costs).

d. *Payment Schedule.* RCFC&WCD shall be responsible to pay the full, actual costs incurred by QSTP for the Phase II Work, including but not limited to costs of materials, construction, installation, engineering, procuring rights-of-way, complying with terms of rights-of-way, environmental costs, weather-related costs, [tax consequences related to the contribution in aid of the construction], and QSTP personnel costs and overhead. RCFC&WCD will pay to QSTP the Phase II Estimated Costs in accordance with the following schedule:

- i. Within 30 days following receipt of the Phase II Notice, RCFC&WCD shall pay QSTP the first payment of 25% of the Phase II Estimated Costs.
- ii. Within 90 days following receipt of the Phase II Notice, RCFC&WCD shall pay QSTP the second payment of 50% of the Phase II Estimated Costs
- iii. Within 120 days following receipt of the Phase II Notice, RCFC&WCD shall pay QSTP the third and final payment of 25% of the Phase II Estimated Costs.

e. *True-up of Actual Costs.* Within 120 days following completion of the Phase II Work, QSTP shall submit to RCFC&WCD an itemized statement of the final, actual costs incurred (Final Phase II Costs). In the event that the Final Phase II Costs exceed the Phase II Estimated Costs, RCFC&WCD shall pay the additional amount required to QSTP within 30 days after receipt of the itemized statement. If the Final Phase II Costs are less than the Phase II Estimated Costs,

QSTP shall refund the difference to RCFC&WCD within 30 days after receipt of the itemized statement. Any undisputed, past due amounts shall bear interest at the rate of 6% per annum.

f. *Right-of-Way and Access.* For any part of the Phase II Work located outside of the BNSF right-of-way, RCFC&WCD shall provide to QSTP, or shall obtain on QSTP's behalf, a Right-of-Way and Easement Grant with the same language as the existing right-of-way and easement grant or in substantially the form attached as Exhibit D, incorporated by reference. QSTP shall submit an application with BNSF for the necessary rights to cross the railroad for the Phase II Work.

4. Increased Cost Procedure for Phase I and Phase II Work. During the course of the Relocation Work, the following shall apply regarding payments due to QSTP:

a. QSTP shall notify RCFC&WCD as soon as reasonably practicable if conditions change or circumstances occur that may increase the costs of the Relocation Work ("Increased Costs") by more than five percent (5%) of the amount of either the Phase I Estimated Costs or the updated Phase II Estimated Costs as provided under the Phase II Notice (collectively the "Estimated Costs"). The Parties will work cooperatively to address the potential increase and to identify if any cost savings on the Relocation Work can be made to keep the costs at or under the Estimated Costs amount.

b. In the event the costs will increase despite the cooperative efforts of the Parties, QSTP shall submit to RCFC&WCD a detailed statement of the increased costs within ten (10) business days, or as otherwise agreed upon by the Parties, after such notice for the Increased Costs has been given by QSTP. After an invoice is submitted to RCFC&WCD, then RCFC&WCD will pay such Increased Costs within 45 days unless RCFC&WCD Board approval is required for payment of such Increased Cost. In the event that RCFC&WCD needs to submit to its Board for approval of the Increased Cost, then the RCFC&WCD will work diligently to obtain approval and shall pay the invoice within 45 days after the Board has approved such matter.

5. Notices. All notices concerning this Agreement, other than the day-to-day communications between the Parties, shall be in writing and shall be sent to the relevant address set forth below. The Parties may designate other addressees or addresses by notice to the other Party. A notice shall be deemed effective (a) when given by hand delivery; (b) three days after deposit into the U.S. mail, postage prepaid; or (c) one business day after deposit with commercial overnight delivery service, charges prepaid.

Questar Southern Trails Pipeline Company
Attn: Director of Engineering and Gas Control
333 South State Street
Post Office Box 45360
Salt Lake City, UT 84145-0360

Riverside County Flood Control and Water
Conservation District
Attn: Albert Martinez
1995 Market Street
Riverside, CA 92501

6. Miscellaneous.

a. *Assignment.* Any entity which shall merge or consolidate with QSTP, or acquire by purchase substantially all of the assets of QSTP or a portion of the assets which includes the Removed and/or Relocated Sections of the Pipeline, shall be subject to the obligations of its predecessor to this Agreement, and QSTP may assign this Agreement to such successor-in-

interest or affiliates. Except as set forth in the preceding sentence, the rights and obligations contained in this Agreement shall not be assigned by either Party without the express prior written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of any successors or assigns to the original parties to this Agreement. Any assignment or transfer of this Agreement shall not relieve either Party of any obligations to the other Party incurred prior to such assignment or transfer.

b. *Severability.* If any provision or part of a provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, but this Agreement shall be construed as if it did not contain such invalid, illegal, or unenforceable provision. Each provision shall be deemed to be enforceable to the fullest extent available under applicable law.

c. *Choice of Law.* This Agreement shall be governed by the laws of California.

d. *Force Majeure.* Except for payment of amounts due, neither Party shall be liable for any failure to perform this Agreement, when the failure is due to any cause which is not reasonably within the control of such Party. Prompt, detailed notice of the force majeure shall be given to the other Party. In the event of force majeure, such Party shall immediately take all necessary action to abate the cause.

e. *Captions.* The titles and captions to each of the various sections in this Agreement are included for convenience or reference only and shall have no effect on, or be deemed as part of the text of this Agreement.

f. *Authority.* Each person signing this Agreement warrants that the person has full legal capacity and authority to execute this Agreement on behalf of the respective Party and to bind such Party.


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{Signature Page Follows}

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

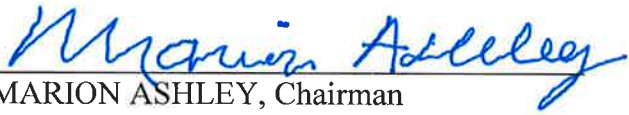
QUESTAR SOUTHERN TRAILS PIPELINE COMPANY


By: Lofi Creer
Its: Authorized Representative

RECOMMENDED FOR APPROVAL:

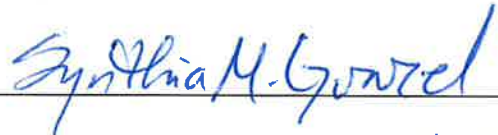
By 
JASON E. UHLEY
General Manager-Chief Engineer

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By 
MARION ASHLEY, Chairman
Riverside County Flood Control and Water Conservation District Board of Supervisors

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel

By 
SYNTHIA M. GUNZEL, *Chief*
Deputy County Counsel

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By 
Deputy

(SEAL)

AMR:blm
05/08/18

EXHIBIT A
(Removed Section)

THIS EXHIBIT A (Exhibit A) is part of and subject to the Pipeline Relocation Agreement by and between Questar Southern Trails Pipeline Company (QSTP) and Riverside County Flood Control and Water Conservation District (RCFC&WCD) effective _____, 2018 (Agreement). Capitalized terms used but not defined in this Exhibit A have the meanings assigned them in the Agreement.

Exhibit A



REIMBURSEMENT AGREEMENT
Santa Ana River Below Prado Dam BNSF Bridge
Project Project No. 2-0-00105

EXHIBIT B
(Location Options for Relocated Pipeline)

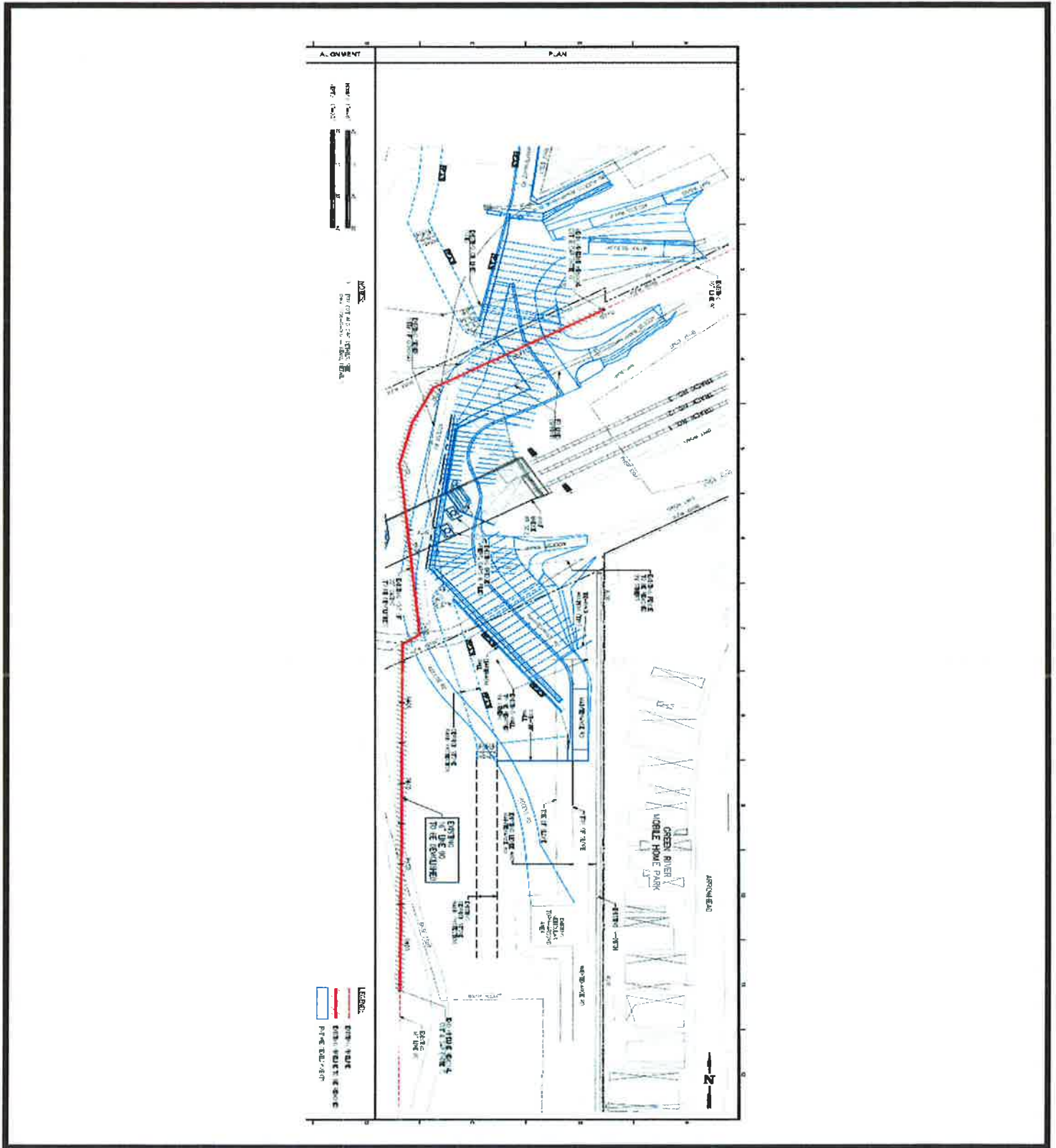
THIS EXHIBIT B (Exhibit B) is part of and subject to the Pipeline Relocation Agreement by and between Questar Southern Trails Pipeline Company (QSTP) and Riverside County Flood Control and Water Conservation District (RCFC&WCD) effective _____, 2018 (Agreement). Capitalized terms used but not defined in this Exhibit B have the meanings assigned them in the Agreement.

Phase 2 – Option 1

- April 2018 Estimated Cost: \$1,981,000 (Subject to change without notice)
- installation of approximately 1,039 feet of 16-inch pipe which is anticipated to include a new BNSF railroad crossing which will be installed per BNSF requirements, as shown on the drawing on the following page marked Option 1, incorporated by this reference (Relocated Section); and
- restoration of levee wall; and
- trenching or boring, procurement of materials; and
- survey and staking/marketing for the location of the Relocated Section; and
- installation of the Relocated Section, backfill, compaction; and,
- nitrogen pack the remaining pipeline; and
- clean-up for the Relocated Section.

[Insert Option 1 Drawing after this page]

Exhibit B



REIMBURSEMENT AGREEMENT

Santa Ana River Below Prado Dam BNSF Bridge Project

Project No. 2-0-00105 p

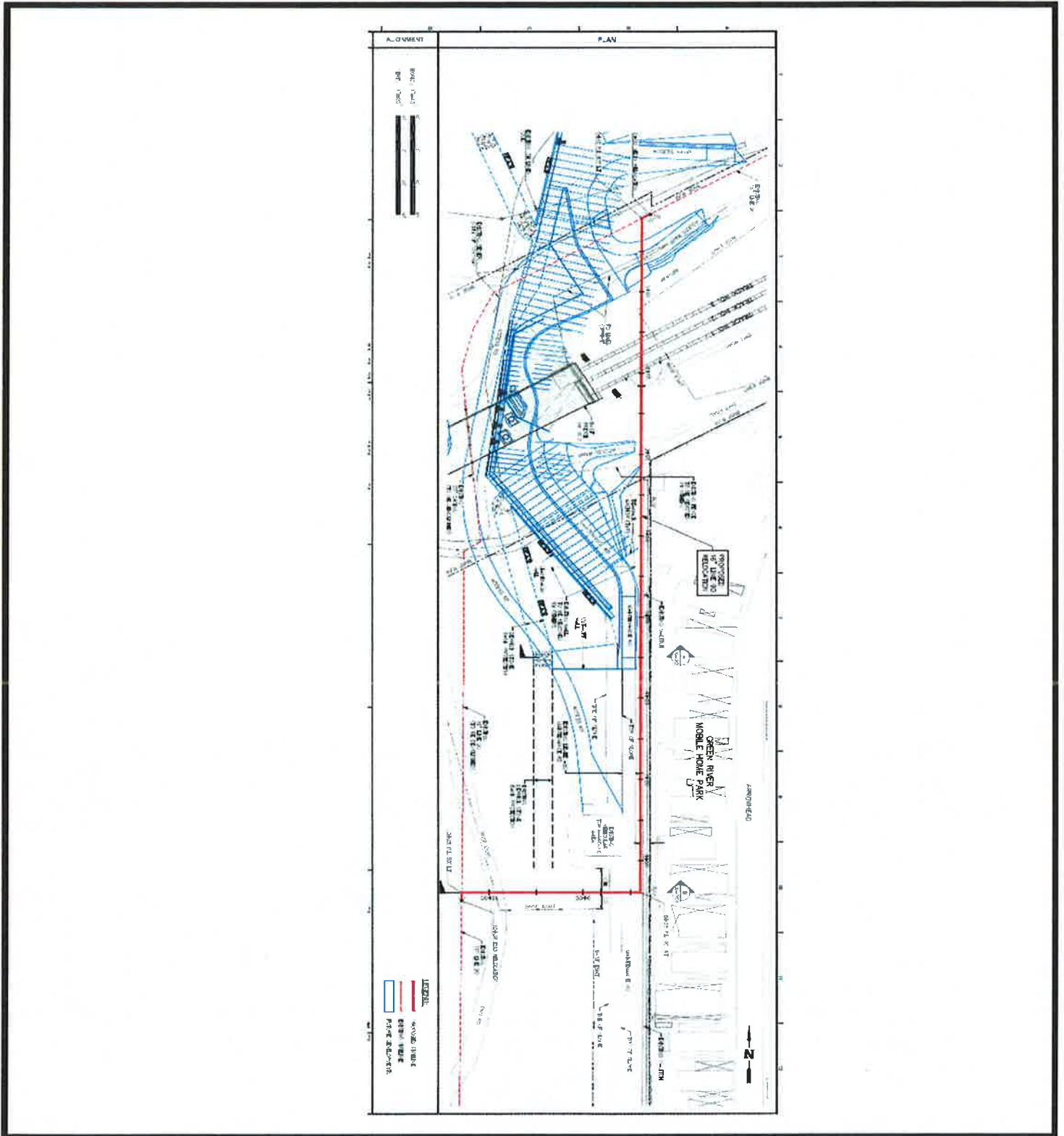
Option 1

Phase 2 – Option 2

- April 2018 Estimated Cost: \$3,321,000 (Subject to change without notice)
- installation of approximately 2,114 feet of 16-inch pipe which is anticipated to include a new BNSF railroad crossing which will be installed per BNSF requirements, as shown on the drawing on the following page marked Option 2, incorporated by this reference (Relocated Section); and
- retirement of approximately 1,727 additional feet of the Pipeline with associated cutting and capping; and
- removal of approximately 100 feet of 20” casing with 16” pipe; and
- trenching or boring, procurement of materials; and
- survey and staking/marketing for the location of the Relocated Section; and
- installation of the Relocated Section, backfill, compaction; and,
- nitrogen pack the remaining pipeline; and
- clean-up for the Relocated Section.

[Insert Option 2 Drawing after this page]

Exhibit B



REIMBURSEMENT AGREEMENT

Santa Ana River Below Prado Dam BNSF Bridge Project

Project No. 2-0-00105

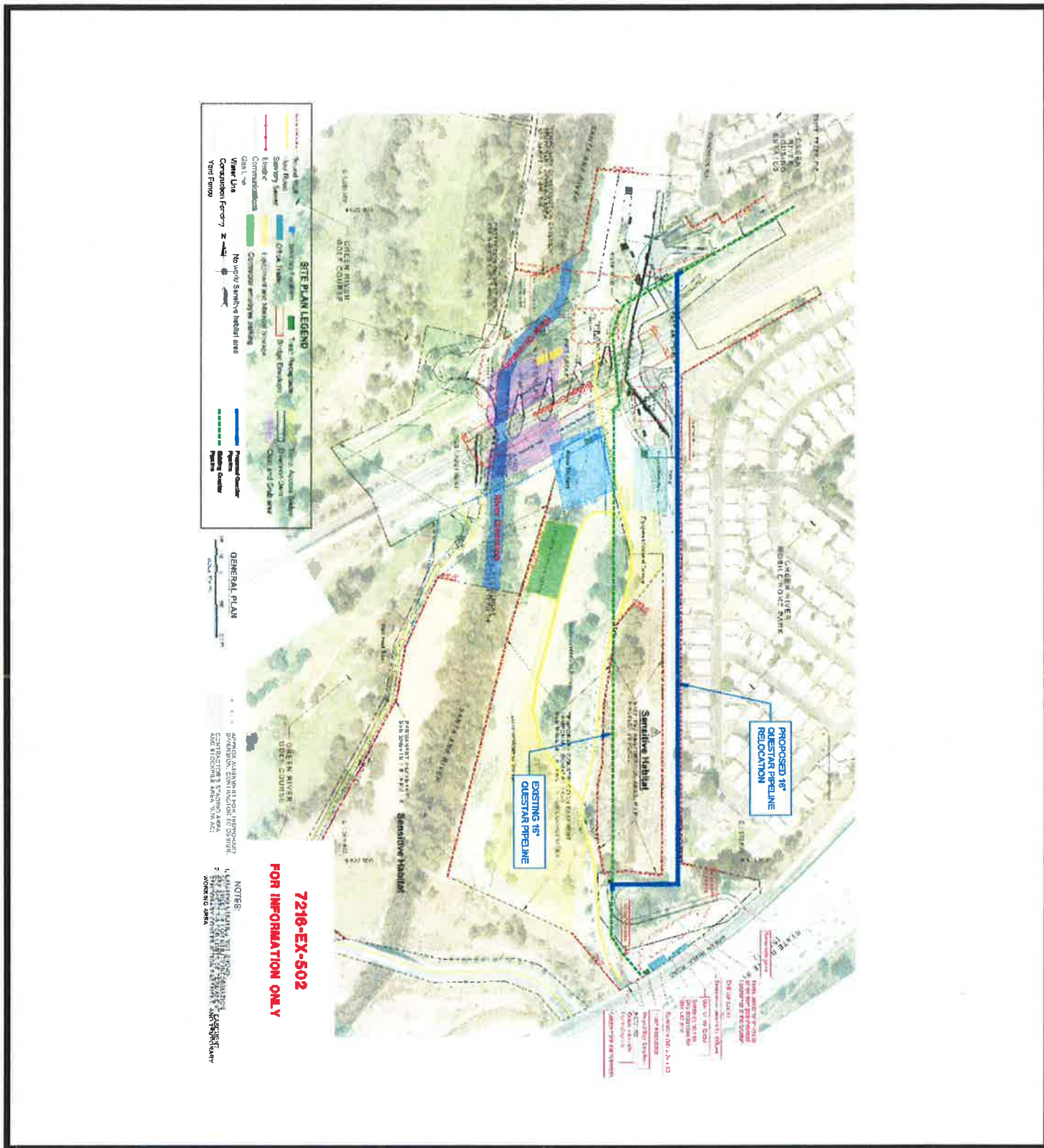
Option 2

Phase 2 – Option 2a

- April 2018 Estimated Cost: \$3,284,000 (Subject to change without notice)
- installation of approximately 2,114 feet of 16-inch pipe which is anticipated to include a new BNSF railroad crossing which will be installed per BNSF requirements, as shown on the drawing on the following page marked Option 2a, incorporated by this reference (Relocated Section); and
- slurry filling approximately 1,827 additional feet of the Pipeline with associated cutting and capping; and
- trenching or boring, procurement of materials; and

[Insert Option 2a Drawing after this page]

Exhibit B



REIMBURSEMENT AGREEMENT

Santa Ana River Below Prado Dam BNSF Bridge Project
Project No. 2-0-00105
Option 2a

EXHIBIT C
(Phase I Estimated Costs)

THIS EXHIBIT C (Exhibit C) is part of and subject to the Pipeline Relocation Agreement by and between Questar Southern Trails Pipeline Company (QSTP) and Riverside County Flood Control and Water Conservation District (RCFC&WCD) effective _____, 2018 (Agreement). Capitalized terms used but not defined in this Exhibit C have the meanings assigned them in the Agreement.

Exhibit C

Estimated Costs

Construction Contractor:	\$403,263
Internal Costs and Overhead:	\$249,837
Contingency:	\$97,900
Total:	\$751,000

EXHIBIT D
(Form Right of Way and Easement Grant)

WHEN RECORDED MAIL TO:

Questar Southern Trails Pipeline Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360

Space above for County Recorder's use
PARCEL I.D. # XXXX-XX-XXXX

RIGHT-OF-WAY AND EASEMENT GRANT
UT XXXXXXX

_____, a corporation of the State of ____, Grantor, does hereby convey and warrant to QUESTAR SOUTHERN TRAILS PIPELINE COMPANY, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement 30 feet in width to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace pipelines, valves, valve boxes, cathodic monitoring and mitigation facilities, and other gas transmission and distribution facilities (hereinafter collectively called "Facilities"), said right-of-way being situated in the County of _____, State of California, and more particularly described as follows, to-wit:

Land of the Grantor located in Section __, Township __ ____, Range __ ____,

the centerline of said right-of-way and easement shall extend through and across the above-described land and premises as follows, to-wit:

[Description]

TO HAVE AND TO HOLD the same unto said QUESTAR SOUTHERN TRAILS PIPELINE COMPANY, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right-of-way to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the same. This right-of-way and easement shall carry with it the right to use any available access road(s) for the purpose of conducting the foregoing activities. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, alteration, removal or replacement of the Facilities. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the Facilities or any other rights granted to Grantee hereunder.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.
2. Grantor shall not cause or allow any subsurface structures, excavations, improvements, or other changes that could impair the rights granted to Grantee hereunder, including but not limited to reduction of subsurface or lateral support of the Facilities.

3. Grantor shall not change the contour within the right-of-way without prior written consent of Grantee.

4. Grantor shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may damage the Facilities, within the right-of-way, without prior written consent of Grantee.

5. Grantor shall not place personal property within the right-of-way that impairs the maintenance or operation of the Facilities.

6. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor, and without any obligation of restoration or compensation.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this ____ day of _____, 20__.

ATTEST:

CUSTOMER NAME

John Doe, Secretary

By: _____
Jane Doe, President

(SEAL)

STATE OF CALIFORNIA)

) ss.

COUNTY OF _____)

On the _____ day of _____, 20__ personally appeared before me
, and _____ who, being duly sworn, did say that they are the _____ and
, respectively, of _____, and that the foregoing instrument was signed on behalf of
said corporation by authority of a resolution of its Board of Directors or its Bylaws, and said _____ and
acknowledged to me that said corporation duly executed the same.

Notary Public