

COUNTERPART

FOR AND IN CONSIDERATION of the sum of Seventy Five and no/100----- dollars (\$ 75.00) in hand paid, the receipt and adequacy of which is hereby acknowledged, Clyde H. Gailey & Harold J. Gailey & Estate of H. J. Barnes

hereinafter referred to as Grantor (whether one or more), does hereby grant unto PIONEER PIPE LINE COMPANY hereinafter referred to as Grantee, its successors and assigns, the right to construct, maintain, operate, repair, rebuild, and remove underground communication cables, and such other facilities and appurtenances as may from time to time be necessary to the proper installation, operation, and maintenance of such cables, together with the right of ingress and egress to and from the same, upon under, and across the following described land, situated in the County of Morgan, State of Utah, to-wit: C.N.A.

A strip of land 50 feet in width situated in the S $\frac{1}{2}$ of Section 26, T.5N., R.1E., S.L.B.&M. Said strip of land is more particularly shown on Exhibit "A" attached hereto and made a part hereof.

Right of Way to be restored to as near original condition as is reasonably possible. Grantee shall reimburse grantor for any damage to farm machinery caused by the construction and maintainance of said communication facility.

Grantor is to have the right to fully use and enjoy the above-described premises except as to the rights hereinafter granted. Grantor agrees not to build, create or construct any obstruction, engineering works, or other structure over said Right of Way granted, nor permit same to be done by others.

Grantee hereby agrees to pay all damages which may arise to crops, pasturage, fences, and improvements of said Grantor from the exercise of the rights herein granted.

It is understood and acknowledged by the Grantor that the person securing this grant is without authority to make any agreement in regard to the subject matter hereof which is not expressed herein and that no such agreement will be binding on the Grantee.

This agreement may be assigned by Grantee, its successors and assigns, in whole or in part. The terms, conditions, and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

Executed this 18 day of March, 1986.

Clyde H. Gailey
Clyde H. Gailey

Harold J. Gailey 17/34 Int.
Harold J. Gailey

Harold J. Gailey
Harold J. Gailey

Estate of H. J. Barnes 11/34 Int.
Clyde H. Gailey 6/34 Int.
Clyde H. Gailey

Check No. 11602

Charge: Pioneer P/L Memo AFE 516, Acct. #2

STATE OF Utah)

COUNTY OF Salt Lake) ss.

On this 18th day of March, 1986, before me personally appeared Clyde H. Gailey & Harold J. Gailey

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Given under my hand the day and year first above written.

My commission expires: April 16, 1989

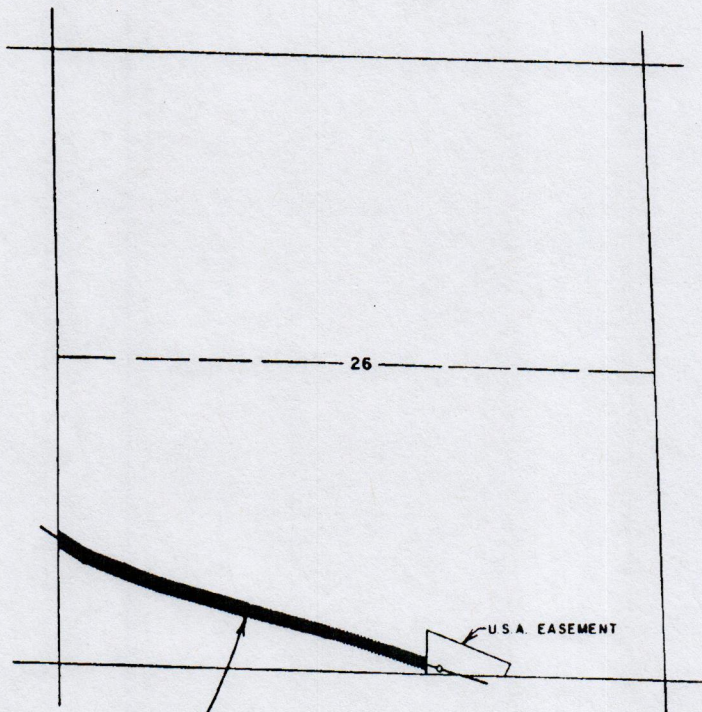
Julien S. Olmstead
Notary Public - Salt Lake City, Utah

53259
*53259... Oct 22 1983
5-8-84 at 2:20 PM Per 122
WEST of Pioneer Pipe Line
Sally L. Green, Morgan Co. #27
Witness By Sally L. Green

EXHIBIT "A"

P. P. L. CO.

SEC. 26, T. 5 N., R. 1 E., S. 1 B. 8 M.
MORGAN CO., UTAH



NOTE:
R/W EASEMENT, 35' WIDE FOR
UNDERGROUND COMMUNICATION CABLES.
ACROSS PROPERTY OF CLYDE H. GAILEY et al.



SCALE:
1" = 1000'

DUBRAY LAND SERVICES, INC.
P.O. BOX 21252
BILLINGS, MONTANA 59104
JRG 5/2/86

RIGHT OF WAY FOR
PIONEER PIPE LINE COMPANY
COMMUNICATIONS FACILITIES
ON PRIVATE LAND

JOB No. AFE-516