

COUNTERPART

EASEMENT

FOR AND IN CONSIDERATION of the sum of Thirty Five and no/100 dollars (\$35.00) in hand paid, the receipt and adequacy of which is hereby acknowledged, Clyde H. Gailey & Harold J. Gailey; J. Canute Barnes & Barbara Gillespie 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: CA 2

A strip of land 35 feet in width situated in the NE 1/4 of Section 35, 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 damages to farm machinery caused by the construction and maintenance of said communication facility.

Grantor is to have the right to fully use and enjoy the above-described premises except as to the rights hereinbefore 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.

Harold J. Gailey  
Harold J. Gailey  
Clyde H. Gailey  
Clyde H. Gailey  
J. Canute Barnes

Clyde H. Gailey 6/34 Int.  
Harold J. Gailey 17/34 Int.  
Barbara Gillespie 11/34 Int.

Check No. 11602

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

STATE OF Utah )

COUNTY OF Morgan Salt Lake ) ss.

On this 18th day of March, 1986, before me personally appeared Clyde H. Gailey and 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:

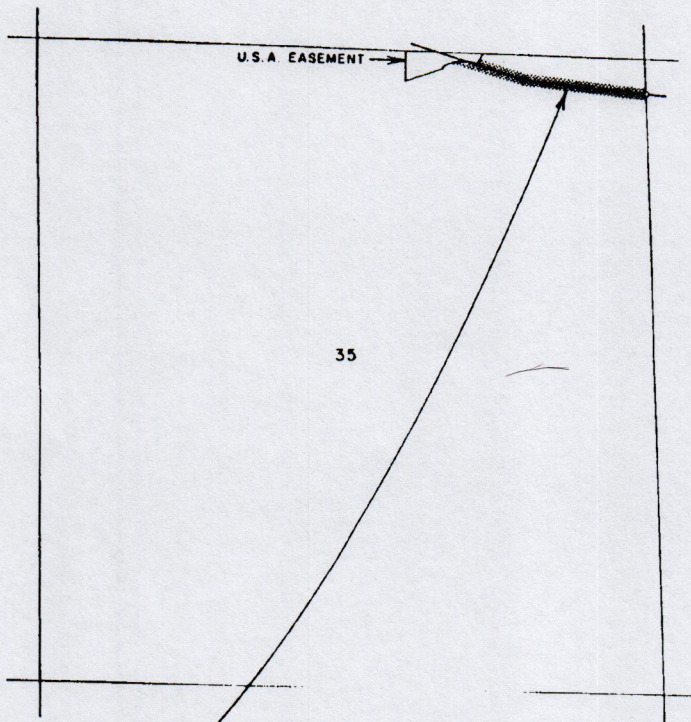
August 16, 1989

Julien J. Oakes  
Notary Public - Salt Lake City, Utah

Book 2253  
5-8-86 at Salt Lake City, Utah  
Lucas R. Green  
Lucas R. Green, Morgan Co. Reg.

53202

**EXHIBIT "A"**  
P. P. L. CO.  
SEC. 35, 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 HAROLD J. GAILEY #101.

SCALE:  
1" = 100'

BOOK M 53 PAGE 129

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