

EASEMENT
FOR AND IN CONSIDERATION of the sum of Five hundred dollars (\$ 500.00) in hand paid, the receipt and adequacy of which is hereby acknowledged, J. W. Swan and Thornley K. Swan, hereinafter referred to as Grantor (whether one or more), do 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:

A strip of land 50 feet in width, situated in the SW 1/4 SE 1/4 of Sec. 27, T.5 N., R.1 E., S.1 B.6M. Said strip is more particularly shown on Exhibit "A" attached hereto and made a part hereof.

Tr. No. 53200 Book 1254
RECORDED 7-23-86 at 3:47 P.M. Page 405
WEST of Pioneer Pipe Line
Betty L. Green, Morgan Co. Rec.
\$ 6.00 by Margaret E. Pearson

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 18th day of July, 1986.

J. W. Swan
J. W. Swan
Thornley K. Swan
Thornley K. Swan

Check No. 10858
Charge: Pioneer Pipe Line AFE 5/16 Act # 1
STATE OF UTAH
COUNTY OF DAVIS ss.

On this 18th day of July, 1986, before me personally appeared J. W. Swan and Thornley K. Swan, 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.

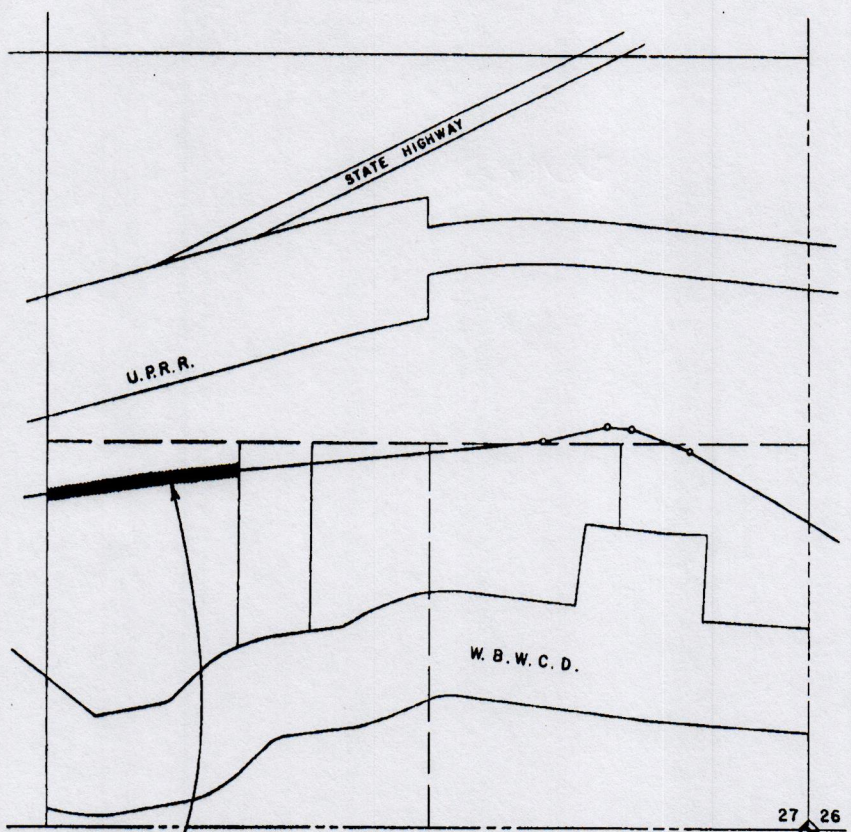
[Signature]
Notary Public
My commission expires: 3/1/89

State of Utah
County Of Davis
On this 23rd day of July 1986, before me personally appeared Thornley K. Swan, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed. Given under my hand the day and year first above written.
My commission expires 3/1/89

Book 1254 PAGE 405

EXHIBIT "A"

P.P.L. CO.
SE 1/4, SEC. 27, T. 5 N., R. 1 E., S. L. B. & M.
MORGAN CO., UTAH



NOTE:
R/W EASEMENT, 30' WIDE FOR
UNDERGROUND COMMUNICATION CABLES.
ACROSS PROPERTY OF J. W. SWAN AND THORNLEY K. SWAN

27 26
34 35

SCALE:
1" = 400'

BOOK MEY PAGE 406

DUBRAY LAND SERVICES, INC.
P.O. BOX 21252
BILLINGS, MONTANA 59104
J.R.G. 6/27/86

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

JOB No. AFE-516