

When Recorded Please Return To:
CGNOCO INC.
Regional Administration
P. O. Box 1267
Ponca City, OK 74603

Right of Way Agreement

FOR AND IN CONSIDERATION of the sum of One Hundred Twenty-four and 50/100----- DOLLARS (\$124.50-----) and other valuable consideration, in hand paid, the receipt of which is hereby acknowledged Harold J. Gailey Family Partnership, hereinafter referred to as "Grantor", does hereby grant unto PIONEER PIPE LINE COMPANY, a Delaware corporation having offices at Ponca City, Oklahoma (Attn: Manager, RPA, P.O. Box 1267, Ponca City, OK 74602-1267), hereinafter referred to as "Grantee", its successors and assigns, an easement to lay, maintain, inspect, alter, repair, operate, protect, remove and relay a pipeline or pipelines, for the transportation of oil and gas and products and by-products thereof, water and other substances, and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations and, if necessary, to construct, maintain, operate, remove and replace communication and control facilities upon, over, through and under the following described land situated in MORGAN County, State of UTAH, to wit:

A tract of land located in the South Half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$) of Section 26, Township 5 North, Range 1 East; centerline of said easement more particularly described on the attached survey

Width of permanent right of way easement is forty (40) feet, being twenty (20) feet on either side of the centerline. During any maintenance and/or construction on the pipeline, the easement width will temporarily be expanded to sixty (60) feet, being thirty (30) feet on either side of the centerline. Easement width to revert to forty (40) feet upon completion of said maintenance and/or construction.

Grantee shall have the rights of ingress and egress to and from said line or lines, or any of them, for the purposes aforesaid. Grantor hereby releases and waives for the purpose of this grant all rights under and by virtue of the dower, homestead and homestead exemption laws, if any, of said state.

Grantor shall have the right to fully use and enjoy the said premises except as the same may be necessary for the purposes herein granted to the said Grantee; and Grantee hereby agrees to pay any damages which may arise to crops, pasturage, fences or buildings of said Grantor from the exercise of the rights herein granted. Grantee shall have the right to change the size of its pipes, the damages, if any, in making such change to be paid by the said Grantee. Grantor agrees not to build, create or construct any obstruction, engineering works, or other structure within the right of way easement nor permit same to be done by others.

Any pipeline or pipelines constructed by Grantee across lands under cultivation shall, at the time of construction thereof, be buried to such depth as will not interfere with such cultivation, except that at option of Grantee any such line may be placed above any stream, ravine, ditch, or other watercourse.

Should more than one line be laid under this grant at any time, an additional consideration, calculated on the same basis per lineal rod as the consideration hereinabove recited, shall be paid for each line so laid after the first line.

It is agreed that any payment due hereunder may be made direct to said Grantors or any one of them.

This Right of Way Agreement may be assigned by Grantee, its successors and assigns, in whole or in part, vesting in any other person, firm or corporation the ownership of one or more pipelines or an undivided interest therein and/or communication lines, with full rights of ingress and egress for the maintenance, repair, operation, replacement and removal thereof.

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.

WITNESS the execution hereof the 7th day of December 19 92.

In the presence of:

X Harold J. Gailey
X _____

Harold J. Gailey Family Partnership 87-0473667
By Linda Shirley Arnold
Linda Shirley Arnold - Manager
Printed Name and Title of Above

Social Security/Tax ID No. _____

452890
12-28-92 11:30A P.M. 231
First Nat'l Bank
9.00 By W. J. [Signature]

12-14-92

1/12/92

STATE OF Utah §
COUNTY OF Davis §

The foregoing instrument was acknowledged before me this 10 day of December, 1992,
by Linda Bailey Arnold
on behalf of Harold J. Bailey Family Partnership
a Partnership.

Witness my hand and official seal.

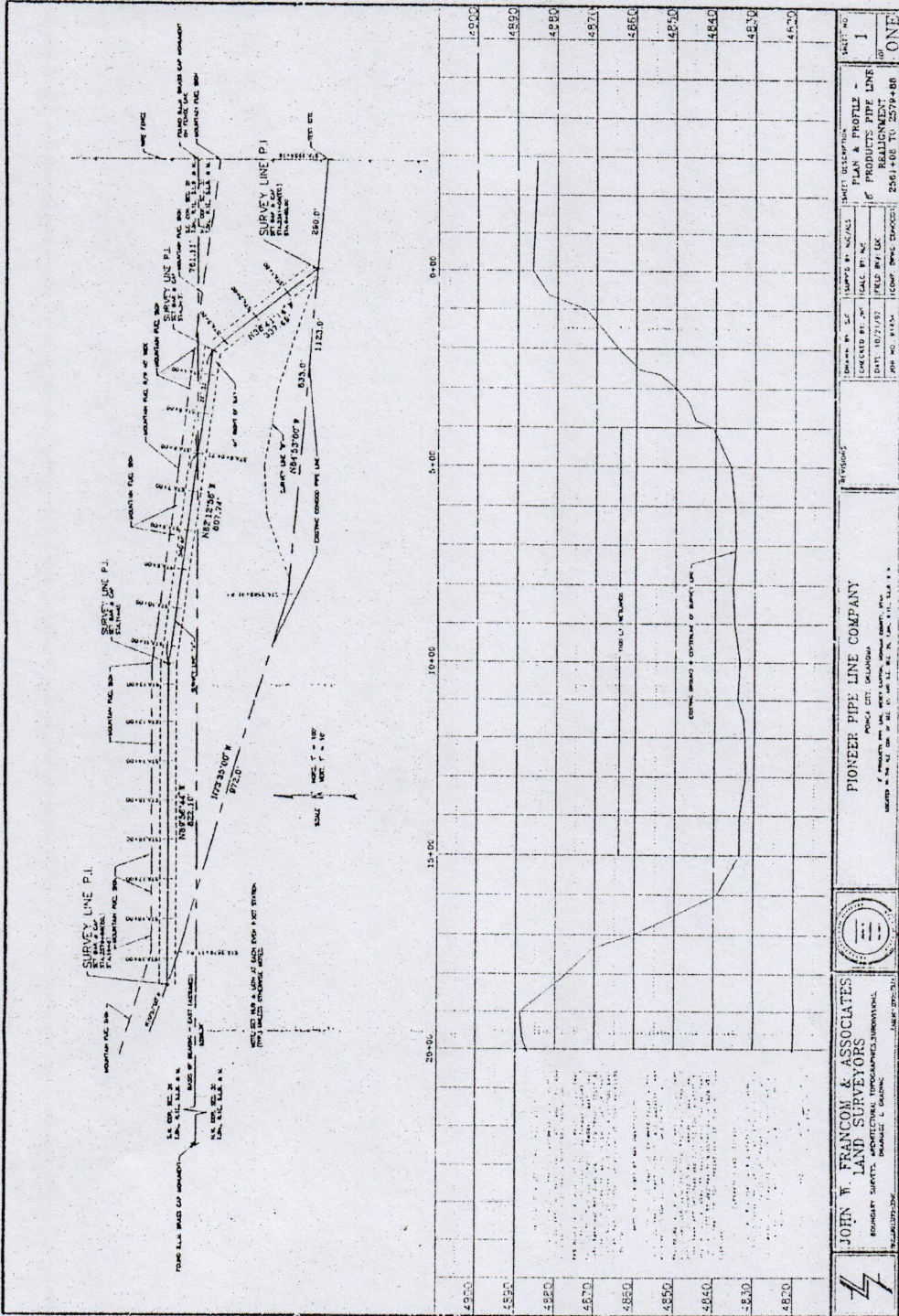


Linda Bailey Arnold
Notary Public
Davis County

My Commission Expires:
2-18-96

Tract _____
System PPL
Roda 41.5
Check No. 00000880

Charge afe 81-0663, 412-81-2150-2-663-2-52-\$124.50



	JOHN W. FRANCOM & ASSOCIATES LAND SURVEYORS 1001 WEST 10TH AVENUE, SUITE 100 DENVER, COLORADO 80202	PIONEER PIPE LINE COMPANY 1001 WEST 10TH AVENUE, SUITE 100 DENVER, COLORADO 80202	SHEET NO. 1 PLAN & PROFILE - PIONEER PIPE LINE PROJECT NO. 235-1-10-11-20704-RB
	DATE: 10/27/93 DRAWN BY: JWC CHECKED BY: JWC SCALE: AS SHOWN	DATE: 10/27/93 DRAWN BY: JWC CHECKED BY: JWC SCALE: AS SHOWN	DATE: 10/27/93 DRAWN BY: JWC CHECKED BY: JWC SCALE: AS SHOWN

75.09

STATE OF Illab §
COUNTY OF Davis §

The foregoing instrument was acknowledged before me this 10 day of December, 1972,
by Linda Custley Howell
on behalf of Harold L. Custley Family Partnership
a Partnership.

Witness my hand and official seal.



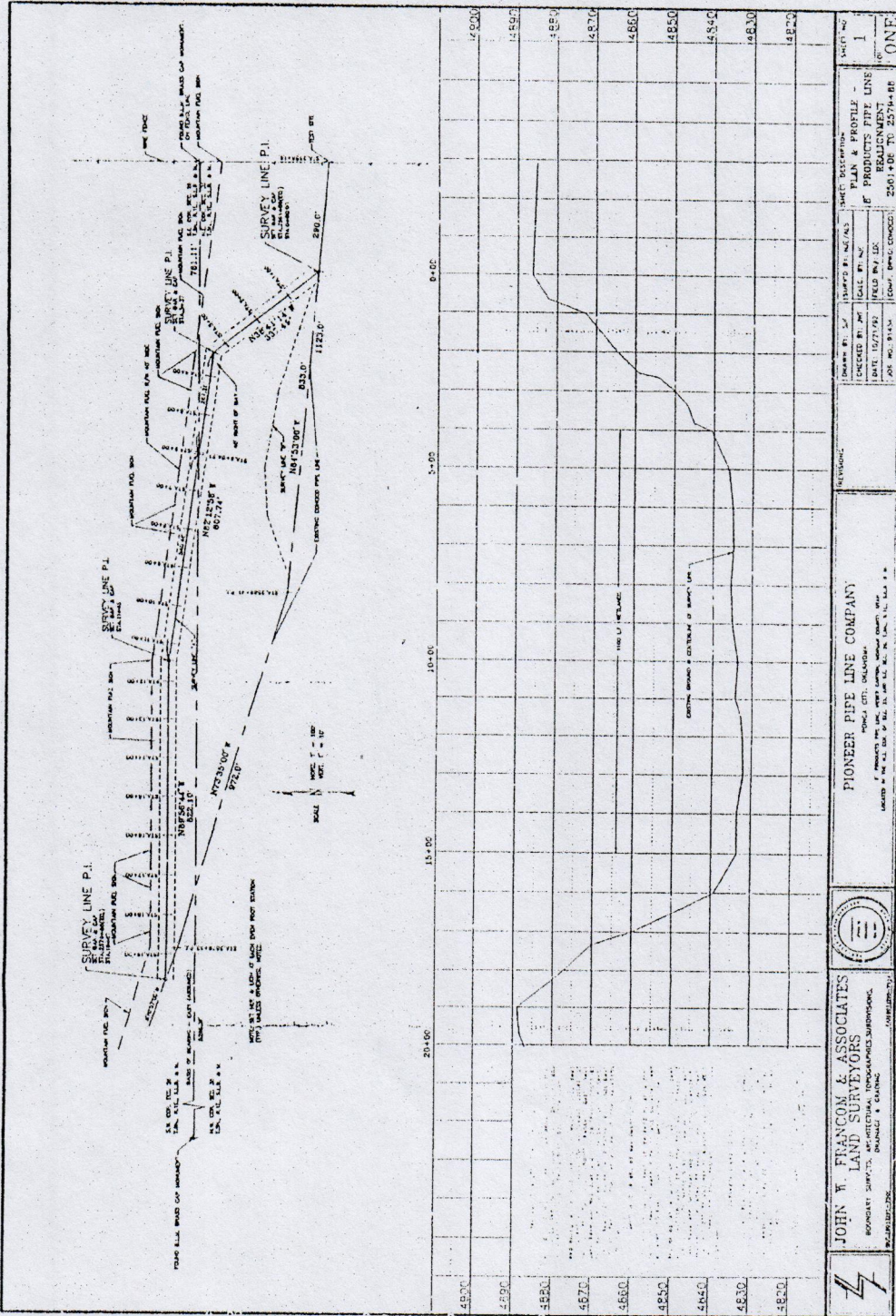
Vickie Wright
Notary Public
Davis County

My Commission Expires:
2-18-76

Trust _____
System PPL
Route 25
Check No. 00000879

Charge a/c 81-0663, 412-81-2150-2-663-2-52-\$75.09

CHECK DATE 12-14-72
CHECK NO. 899
BY V. Wright



JOHN W. FRANCOM & ASSOCIATES
 BOUNDARY SURVEYORS, ARCHITECTS, TOPOGRAHERS, ENGINEERS,
 PLANNERS & CONSULTANTS
 1000 W. 10th St., Des Moines, Iowa 50319

PIONEER PIPE LINE COMPANY
 1000 W. 10th St., Des Moines, Iowa 50319

PLAN & PROFILE
OF PRODUCTS PIPE LINE
REALIGNMENT
 DATE 10/27/63
 DRAWN BY J.W.F.

SHEET NO. **ONE**
 OF **ONE**