

When Recorded Please Return To:  
CONOCO, INC.  
Real Property Administration  
P. O. Box 1267  
Ponca City, OK 74603

Right of Way Agreement

FOR AND IN CONSIDERATION of the sum of Forty-three and 94/100 DOLLARS  
(~~\$43.94~~) and other valuable consideration, in hand paid, the receipt of which is hereby acknowledged  
Harold J. Gailey Family Partnership and Clyde H. Gailey, 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 (S1/2SE1/4) 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 73.

In the presence of:

Harold J. Gailey  
Louise B. Gailey

Harold J. Gailey Family Partnership 87-0473667

By: Linda Gailey Arnell  
Linda Gailey Arnell - Manager  
Printed Name and Title of Above

Raven A. Williams for Clyde H. Gailey  
Clyde H. Gailey

X \_\_\_\_\_

Clyde 87-0467284  
Social Security/Tax ID No.

Entry No. 563068 Book MM9  
RECORDED 9-1-93 at 10:20 AM Page 094  
REQUEST of Conoco  
FEE 9.00 Florence M. Whitaker, Morgan Co. Recorder  
Harold J. Gailey

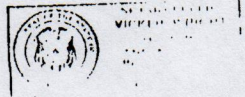


49.14

STATE OF Wah  
COUNTY OF Davis

The foregoing instrument was acknowledged before me this 10 day of December, 1992,  
by Linda Bailey, Russell and Clyde H. Cooley  
on behalf of Harold Cooley  
a Partnership.

Witness my hand and official seal.



Vickie D. Wright  
Notary Public  
Davis County

My Commission Expires:  
2-18-96

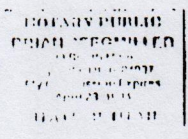
STATE OF Wah  
COUNTY OF Davis

The foregoing instrument was acknowledged before me this 18 day of Dec., 1992,  
by Ann F. Williams & Clyde H. Cooley

Witness my hand and official seal.

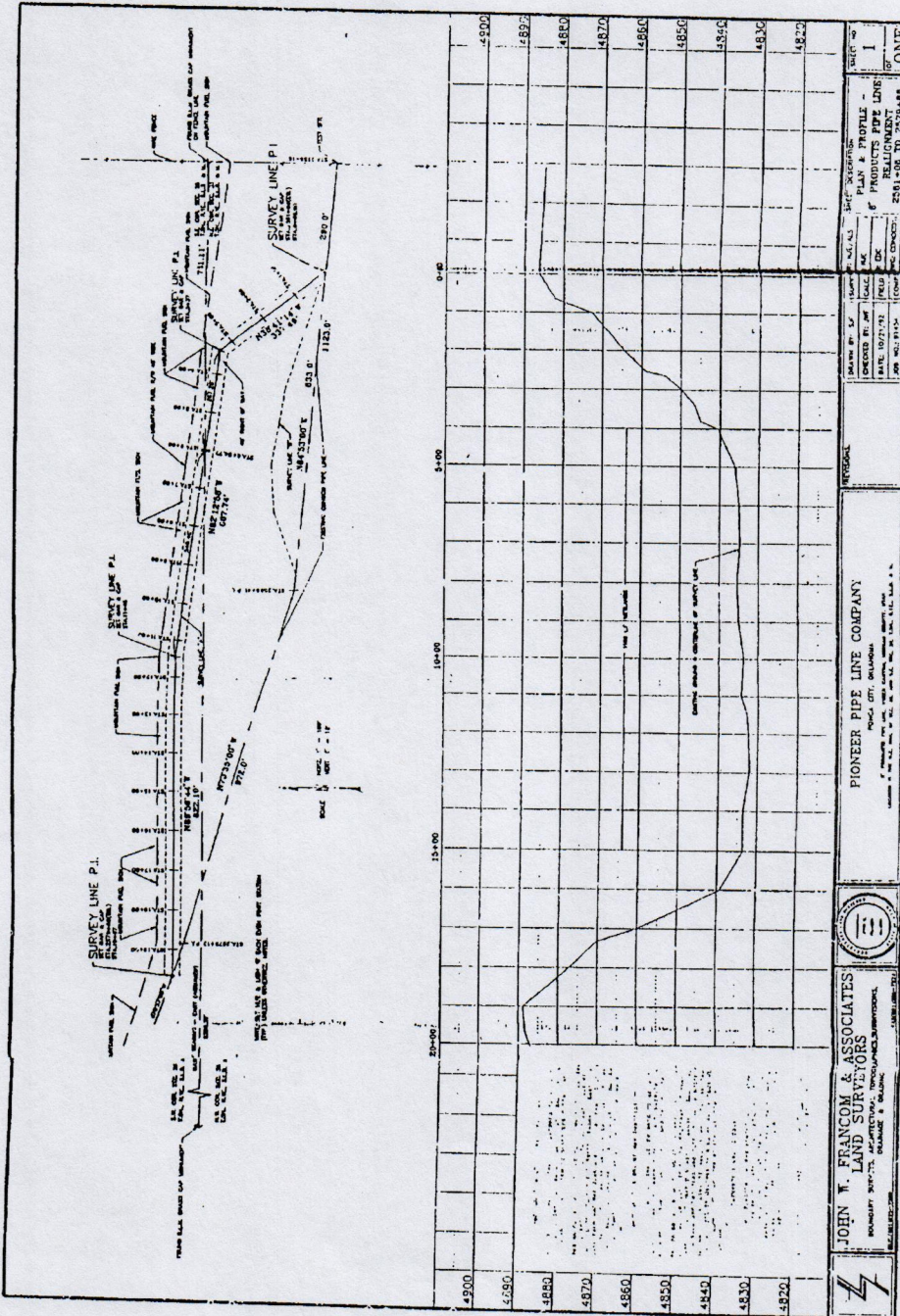
[Signature]  
Notary Public  
Davis County

My Commission Expires:  
1/27/94



Tract \_\_\_\_\_  
System PPL  
Roda 14.7  
Check No. 00000886 sd 1-4-93  
Charge afe 81-0663, 2150-2-663-2-52-\$43.94





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|--|-----------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|--------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
|  | <b>JOHN W. FRANCOM &amp; ASSOCIATES</b><br>LAND SURVEYORS<br><small>MEMBER OF THE NATIONAL ASSOCIATION OF PROFESSIONAL LAND SURVEYORS</small> |                                                                       | PIONEER PIPE LINE COMPANY<br><small>INCORPORATED IN THE STATE OF TEXAS</small> | SURVEY NO. 1<br>PLAN & PROFILE -<br>PRODUCTS PIPE LINE<br>PROJECT NO. 2581-00 TO 2579-00<br>SHEET NO. 1 OF 1 |
|  | DATE: 10/27/72<br>DRAWN BY: JWF<br>CHECKED BY: JWF                                                                                            | SCALE: AS SHOWN<br>DATE: 10/27/72<br>DRAWN BY: JWF<br>CHECKED BY: JWF |                                                                                |                                                                                                              |