

**EASEMENT**

FOR AND IN CONSIDERATION of the sum of Twenty Five and NO/100 dollars (\$25.00) in hand paid, the receipt and adequacy of which is hereby acknowledged, RANDY T. JOHNSON and MICHELLE JOHNSON, 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 Davis, State of Utah, to-wit:

A strip of land 50 feet in width in Lot 78 Charnell P.U.D. situated in the SE/4 SW/4, Section 12, T.2 N., R.1 W., S.L.B. & M. Said strip of land is more particularly shown on Exhibit "A" attached hereto and made a part hereof.

06-110-0078

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.

It is agreed that any payment hereunder may be made direct to said grantors or any one of them and said payment so made shall be deemed and considered as payment to each of said grantors.

Executed this 23 day of April, 1986.

Randy T. Johnson  
RANDY T. JOHNSON

Michelle Johnson  
MICHELLE JOHNSON

BOOK 1094  
Check No. 11692 0740816  
Charge: Pioneer P/L Memo AFE 516 Acct #2 PAGE 1046  
STATE OF UTAH )  
COUNTY OF DAVIS ) ss.  
EN PT AB AB

RECORDED AT REQUEST OF  
Pioneer Pipe Line Co  
1986 JUN 18 AM 11:41  
CAROL DEAN PAGE  
DAVIS COUNTY RECORDER  
DEPUTY JD FEE 6.00

On this 23rd day of April, 1986, before me personally appeared RANDY T. JOHNSON and MICHELLE JOHNSON, 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.

Roy E. Reed  
Notary Public

My commission expires: 4-16-90

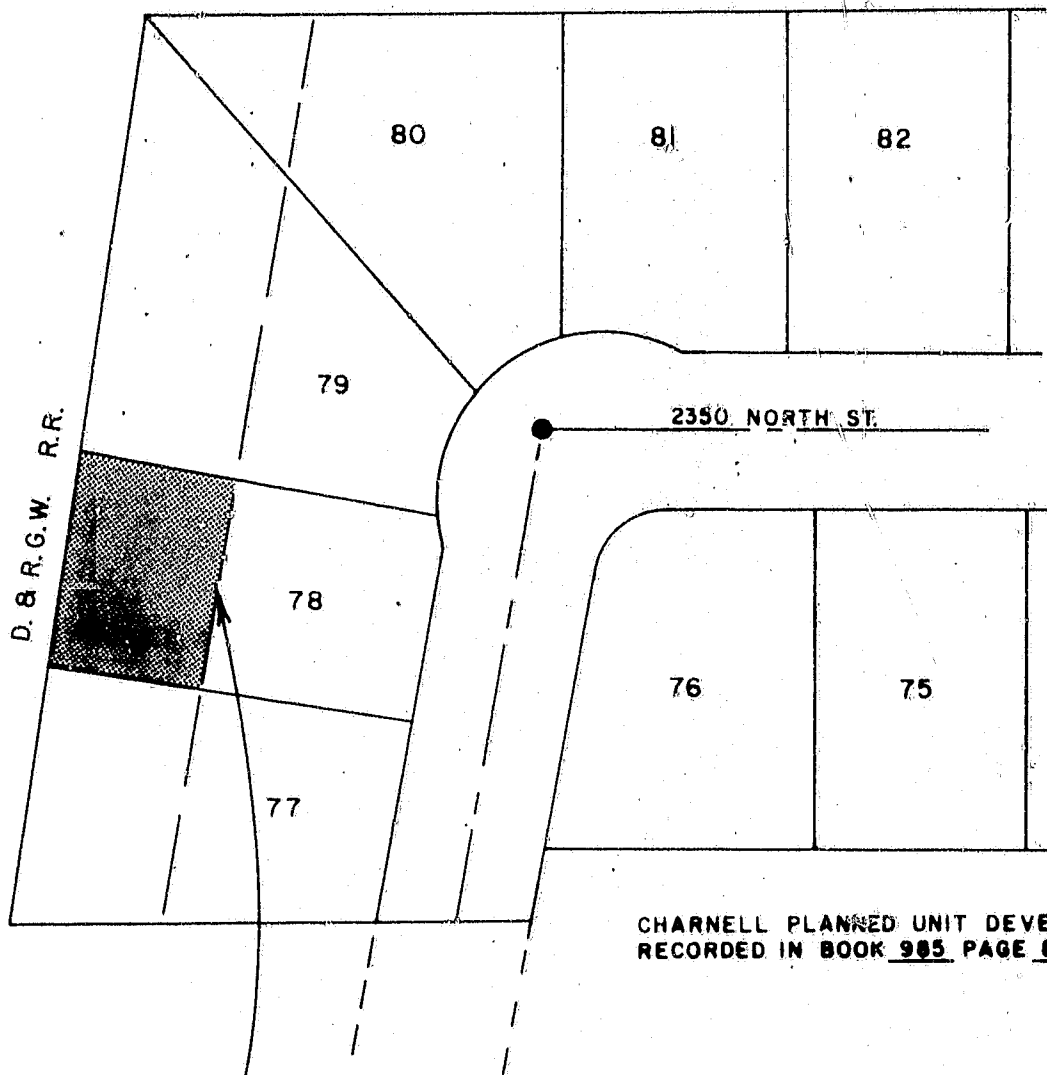
# EXHIBIT "A"

P. F. L. CO.

SEC. 12, T. 2 N., R. 1 W., S. 1 B. 8 M.

DAVIS CO., UTAH

1047



CHARNELL PLANNED UNIT DEVELOPMENT  
RECORDED IN BOOK 985 PAGE 859

NOTE:  
R/W EASEMENT, 50' WIDE FOR  
UNDERGROUND COMMUNICATION CABLES.  
ACROSS PROPERTY OF RANDY T. JOHNSON

SCALE:  
1" = 60'

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

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

JOB No. AFE-516