

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,

Mobile Component Distributors Inc., 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:

06-052-0017, 0018, 0022

A strip of land 33 feet in width in Lots 17, 18, 22, Newport Subdivision C situated in the SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 25, T.2N., R.1W., S.L.B.&M. Said strip of land is more particularly shown on Exhibit "A" attached hereto and made a part hereof.

Grantee will lay communication cables within same easement area as original pipe line right-of-way.

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 _____ day of _____, 1986.

ATTEST:

Tom Nicholson
Secretary

Mobile Component Distributors Inc.
By Paul K. McDonald
Its: Tom Nicholson

1094

BOOK _____

Check No. _____

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

PAGE 1117

STATE OF Idaho

EN. PT. _____ AB. _____

COUNTY OF Ada

ss.

RECORDED AT REQUEST OF

1986 JUN 18 PM 1:57

CAROL JEAN PAGE
DAVIS COUNTY RECORDER
DEPUTY OP FEE 7.00

Before me, the undersigned authority, this day personally appeared Tom Nicholson and Gerald K McDonald to

me personally known who being by me duly sworn did say that he is the Sec and Pres. of

Mobile Component Distributors, Inc and that the

seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said

Board acknowledged said instrument to be the free act and deed of said corporation.

Sworn to and subscribed before me this 29th day of April, 1986

Daniel Huber
Notary Public

My commission expires: 6/19/91

7.00

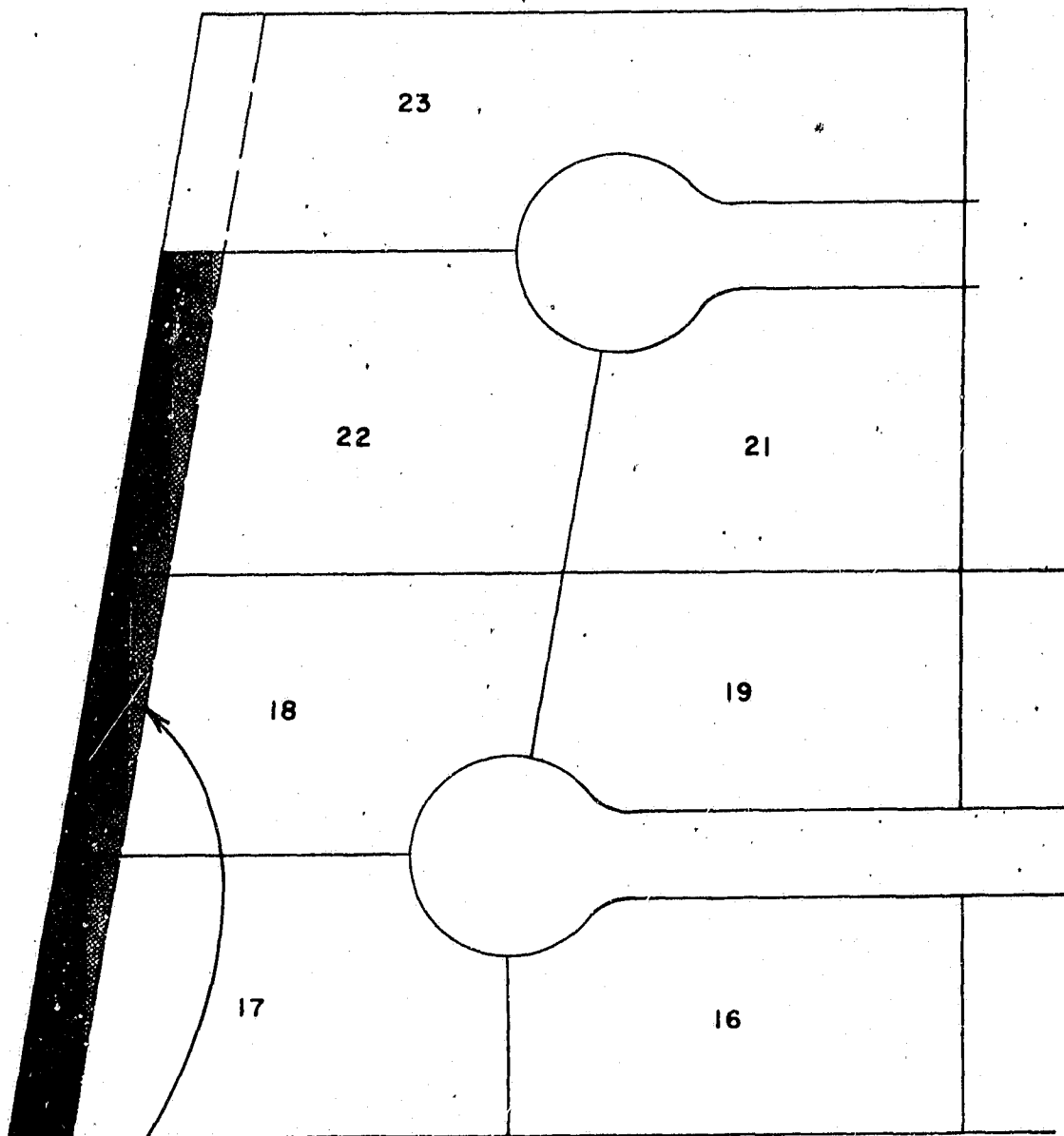
EXHIBIT "A"

P. P. L. CO.

SEC. 25 , T. 2 N. , R. 1 W. , S.L.B.M.

DAVIS CO., UTAH

1118



NEWPORT SUBDIVISION PLAT C
RECORDED NO. 580987

NOTE:
R/W EASEMENT, 33' WIDE FOR
UNDERGROUND COMMUNICATION CABLES.
ACROSS PROPERTY OF MOBILE COMPONENT DISTRIBUTORS INC.

SCALE:
1" = 100'

DUBRAY LAND SERVICES, INC.
P.O. BOX 21252
BILLINGS, MONTANA 59104
J.R.G. 5/16/86

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

JOB No. AFE-516