

PLEASE RETURN TO: **RETURNED**
CONOCO INC.
ROW & C. ML-1178
P. O. BOX 219
HOUSTON, TX 77282

JUL 21 1987

RIGHT OF WAY AGREEMENT

SW-25-3N-1W
08-079-0014
08-080-0030

For and in consideration of the sum of Ten Dollars and other good and valuable consideration (\$10.00 and O.V.C.), in hand paid, the receipt of which is hereby acknowledged DARRYL PACK and JOYCE S. PACK, hereinafter referred to as GRANTORS, do hereby grant unto PIONEER PIPE LINE COMPANY, a Delaware corporation having offices in Houston, Texas, hereinafter referred to as GRANTEE, its successors and assigns, a right of way two (2) rods in width through which to lay, maintain, inspect, operate, protect, repair, replace and remove a pipeline for the transportation of liquids and/or gases, and, if necessary, to construct, maintain, operate, remove, upgrade and replace a communication system and equipment and apparatus therefore, if Grantee desires to do so, to be used in connection with any pipeline hereafter constructed by said Grantee, upon, over, through and under a strip of land two (2) rods wide in the Southwest Quarter (SW/4) of Section 25, Township 3 North, Range 1 West, SLM, Davis County, Utah, with the centerline of said strip of land more particularly described in Exhibit "A" attached hereto and made a part hereof.

Grantee, its successors and assigns, shall have the right of ingress and egress to and from said pipeline for the purposes aforesaid, hereby releasing and waiving 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.

Grantors 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 Grantors from the exercise of the rights herein granted. Grantors agree not to build, create or construct, any obstruction, engineering works, or other structure over said pipeline nor permit same to be done by others.

Any pipeline 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 it may be placed above the channel of any stream, ravine, ditch or other watercourse.

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 said pipeline 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 9 day of June, 1987.

In the presence of:

Bret D. Passey - Notary Public

Bret D. Passey

RESIDING IN KAYSVILLE, UTAH
MY COMMISSION EXPIRES 6-15-89

Darryl Pack
Darryl Pack

Joyce S. Pack
Joyce S. Pack

790 N. 500 W.
BOUNTIFUL, UT 84010
36# 529-26-7586

RECORDED AT REQUEST OF

1182

BOOK

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STATE OF utah)
COUNTY OF Davis) SS

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On the 9 day of June, A.D. 1987,
personally appeared before me Darryl & Joyce S. Pack,
and _____, his wife, the signers of the
annexed instrument, who duly acknowledged to me that they
executed the same.

Given under my hand and official seal the day and year
last above written.

My commission expires

6/15/89

Bret D. Passey
Notary Public in and for
Davis County,
State of utah

