

**INSTRUMENT**

SE-1-21-10

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,  
DAVIS COUNTY READY MIX, 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:

06-003-0001

A STRIP OF LAND 32 FEET IN WIDTH SITUATED IN THE NW¼SE¼ OF SECTION 1, 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.  
 COMMUNICATION CABLE RIGHT OF WAY IS 16 FEET IN WIDTH ON EACH SIDE OF GRANTEE'S EXISTING PIPELINE ACROSS THE  
 ABOVE DESCRIBED PROPERTY.  
 GRANTEE AGREES THERE WILL BE NO ABOVE GROUND STRUCTURES, OTHER THAN MARKERS AT FENCE AND/OR PROPERTY LINES,  
 ON THE RIGHT OF WAY HEREIN GRANTED.  
 GRANTEE'S CABLE WILL BE BURIED TO A DEPTH EQUAL TO OR GREATER THAN THE EXISTING PIPELINE ACROSS THE ABOVE DESCRIBED  
 PROPERTY. 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 6th day of May, 1986.

ATTEST:

Robert H. Plummer  
 Secretary

By Richard W. Neish  
 Its: President

1095

RECORDED AT REQUEST OF

BOOK

PP&C

Check No. 11650

0740932

1986 JUN 19 AM 8:38

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

PAGE 5  
 EN PT AB

CAROL DEAN PAGE  
 DAVIS COUNTY RECORDER  
 DEPUTY Fee

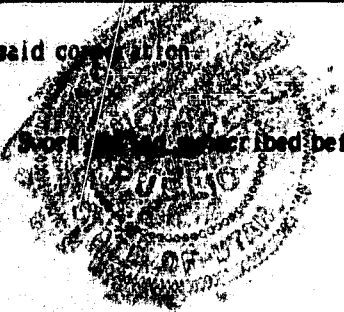
STATE OF Utah )  
 ) ss.  
 COUNTY OF Davis )

Before me, the undersigned authority, this day personally appeared Richard W. Neish to  
 me personally known who being by me duly sworn did say that he is the President of  
Davis County Ready Mix 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

Richard W. Neish acknowledged said instrument to be the free act and deed of

said corporation

Sworn to and subscribed before me this 6th day of May, 1986.



Roger E. Reel  
 Notary Public

My commission expires: 4-16-90

1000

**EXHIBIT "A"**

**P. P. L. CO.**

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

DAVIS CO., UTAH

**6**

D. & R. G. W. R.R.

**NOTE:**  
R/W EASEMENT, 32' WIDE FOR  
UNDERGROUND COMMUNICATION CABLES.  
ACROSS PROPERTY OF DAVIS COUNTY READY MIX

**SCALE:**  
1" = 200'

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**