

EASEMENT

NE 35 5th W

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,
Carl V. & Lorna D. Fernelius

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 situated in the ~~NW1/4~~ of Section 36, and the ~~SE1/4~~ of Section 35, all in T.5N., R.1W., S.L.B.&M. Said strips of land are more particularly shown on Exhibit "A" attached hereto and made a part hereof.

pt 13-034-0009
0008

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 14 day of APRIL, 1986.

Carl V. Fernelius
Lorna D. Fernelius

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RECORDED AT REQUEST OF

PPIC

1986 JUN 19 PH 3:21

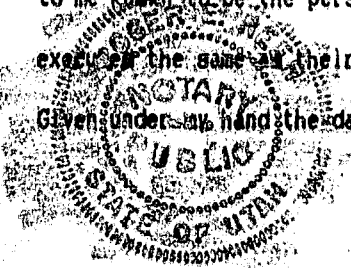
CAROL DEAN PAGE
DAVIS COUNTY RECORDER
DEPUTY PP FEE 6.00

Check No. 11626
Charge: Pioneer P/L Memo APR 515 Acct #2
STATE OF Utah)
COUNTY OF Davis) ss.

On this 16th day of April, 1986, before me personally appeared
Carl V. Fernelius & Lorna D. Fernelius

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same at their free act and deed.

Given under my hand the day and year first above written.



Ray E. Reek
Notary Public

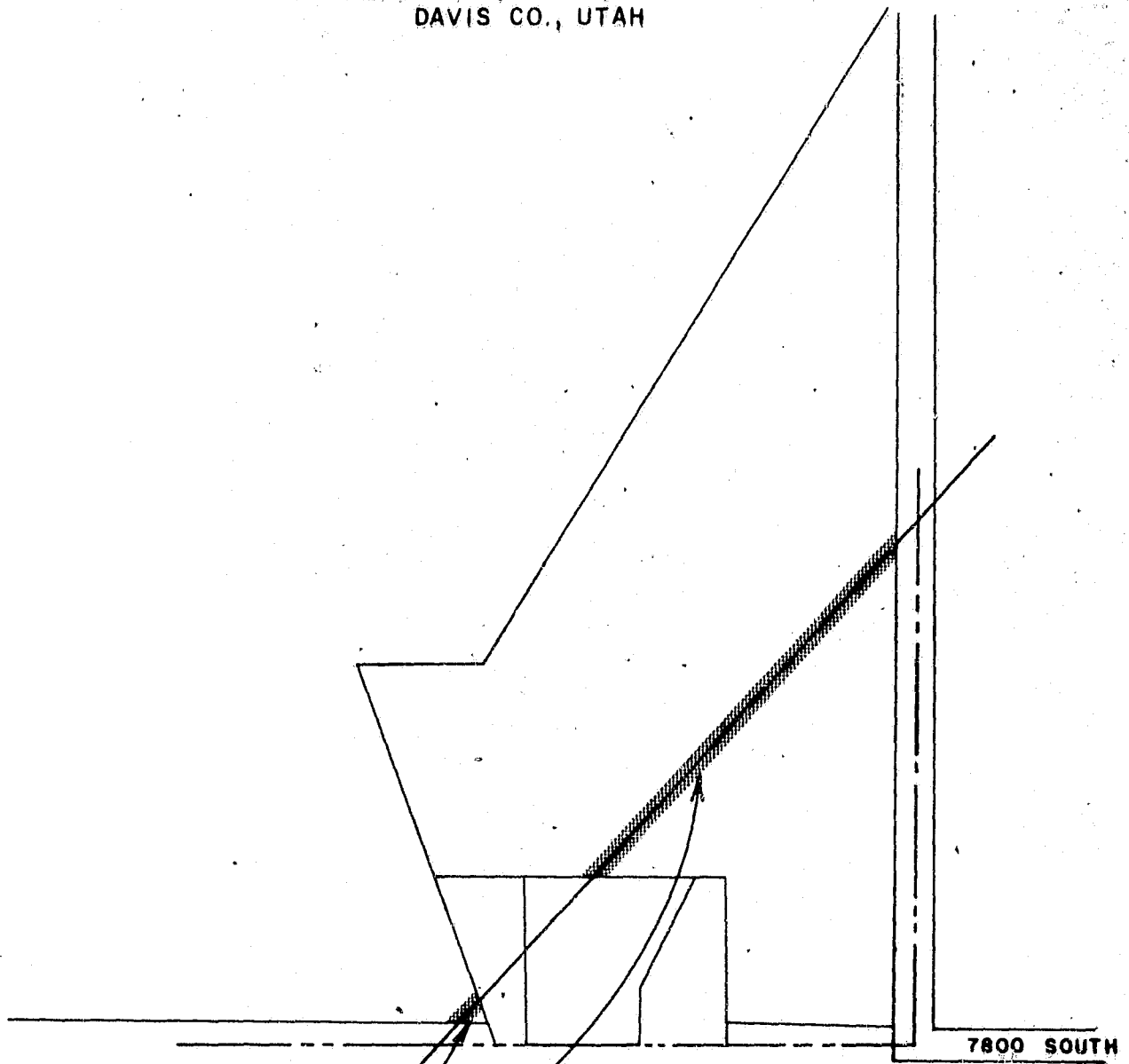
My commission expires: 4-16-90

EXHIBIT "A"

P.P.L. CO.

**SEC. 35, T. 5 N., R. 1 W., S.L.B. & M.
DAVIS CO., UTAH**

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NOTE:
R/W EASEMENT, 50' WIDE FOR
UNDERGROUND COMMUNICATION CABLES.
ACROSS PROPERTY OF CARL V. FERNELIUS



SCALE:
1" = 200'

DuBRAY LAND SERVICES, INC.
P.O. BOX 21252
BILLINGS, MONTANA 59104
J.R.G. 5/30/86

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

JOB No. AFE-516