

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,

Donald C. Whitear & Valerie Whitear

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 Morgan, State of Utah, to-wit:

A strip of land 50 feet in width situated in the E $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 6, T22N., R.2E., S.L.B.&M. Said strip of land is more particularly shown on Exhibit "A" attached hereto and made a part hereof.

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 3rd day of April, 1986.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Donald C. Whitear  
Valerie Whitear

53208

Check No. 11561

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

STATE OF Utah

COUNTY OF Morgan

City No. 108208 Book 2253

CORDED 5-1-86 at 11:24 P.M. Page 16

WITNESS of Deborah S. Peterson

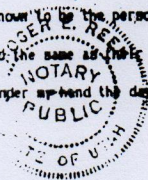
EE Betty L. Green, Morgan Co. Rec.

On this 16th day of April, 1986, before me personally appeared \_\_\_\_\_

Donald C. & Valerie Whitear

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 this day and year first above written.



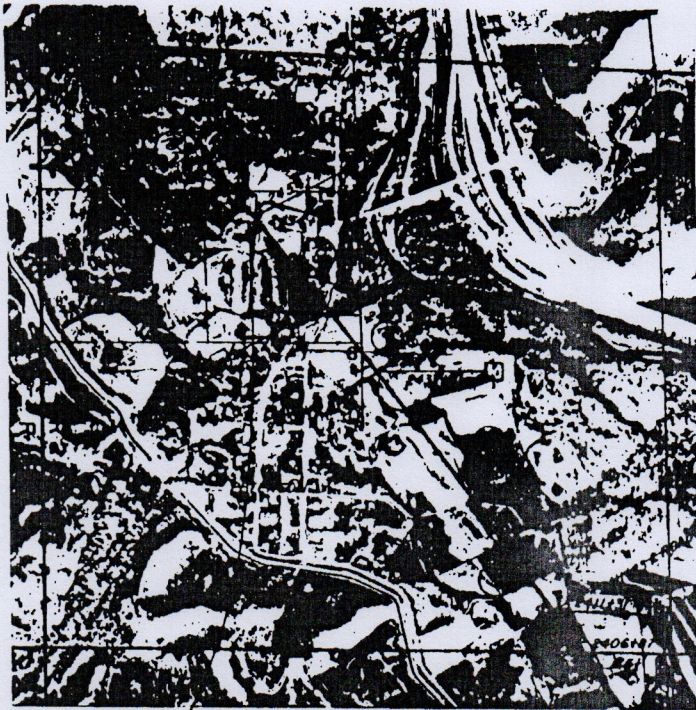
Roy E. Reed  
Notary Public

My commission expires: 4-16-90

BOOK M 53 PAGE 16



EXHIBIT "A"  
 P. P. L. CO.  
 SEC. 6, T. 4 N., R. 2 E., S. L. B. & M.  
 MORGAN CO., UTAH



NOTE:  
 R/W EASEMENT, 50' WIDE FOR  
 UNDERGROUND COMMUNICATION CABLES.  
 ACROSS PROPERTY OF DONALD C. WHITEAR



SCALE:  
 1" = 1000'

BOOK M 53 PAGE 17

DuBRAY LAND SERVICES, INC.  
 P.O. BOX 21252  
 BILLINGS, MONTANA 59104  
 JRG 4/18/86

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

JOB No. AFE-516