

EASEMENT

FOR AND IN CONSIDERATION of the sum of Five Hundred & no/100 dollars (\$500.00) in hand paid, the receipt and adequacy of which is hereby acknowledged, JoAnn Whittler et al

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 SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 31, T.5N., R.2E., the NW $\frac{1}{4}$ NW $\frac{1}{4}$, and the SE $\frac{1}{4}$ of Section 6, T.4N., R.2E., S.L.B.&M.

Said strips of land are more particularly shown on Exhibit "A" attached hereto and made a part hereof. Right of Way to be restored to as near original condition as is reasonably possible. Grantee agrees to reimburse grantor for any damages to farm machinery caused by the construction and maintenance of said communication facility.

Communication cables are to be laid within the boundaries of the existing Pioneer Pipe Line easement, being 25 feet on each side of the pipeline as it lays across the above described land. (PMS)

Grantor is to have the right to fully use and enjoy the above-described premises except as to the rights herebefore granted. Grantor agrees not to build, create or construct any obstruction, engineering works, or other structures 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 15 day of July, 1986.

Michael J. Whittler
Robert H. Whittler

Carol H. Toller
Linda D. Collard
JoAnn Whittler

Check No. 10856
Charge: Pioneer Pipe Line Fee 516 Acct #2
PUBLIC
STATE OF UTAH
COUNTY OF MORGAN

Registry No. 53607 Book 2154
RECORDED 7-16-86 at 11:50 AM Page 372
REQUEST of Pioneer Pipe Line
FEE 9.50 by Betty L. Green, Morgan Co. Record

On this 15 day of July, 1986, before me personally appeared Michael, Robert + JoAnn Whittler Carol Toller Linda Collard and Betty Girardelli 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 the day and year first above written.

[Signature]
Notary Public

My commission expires:

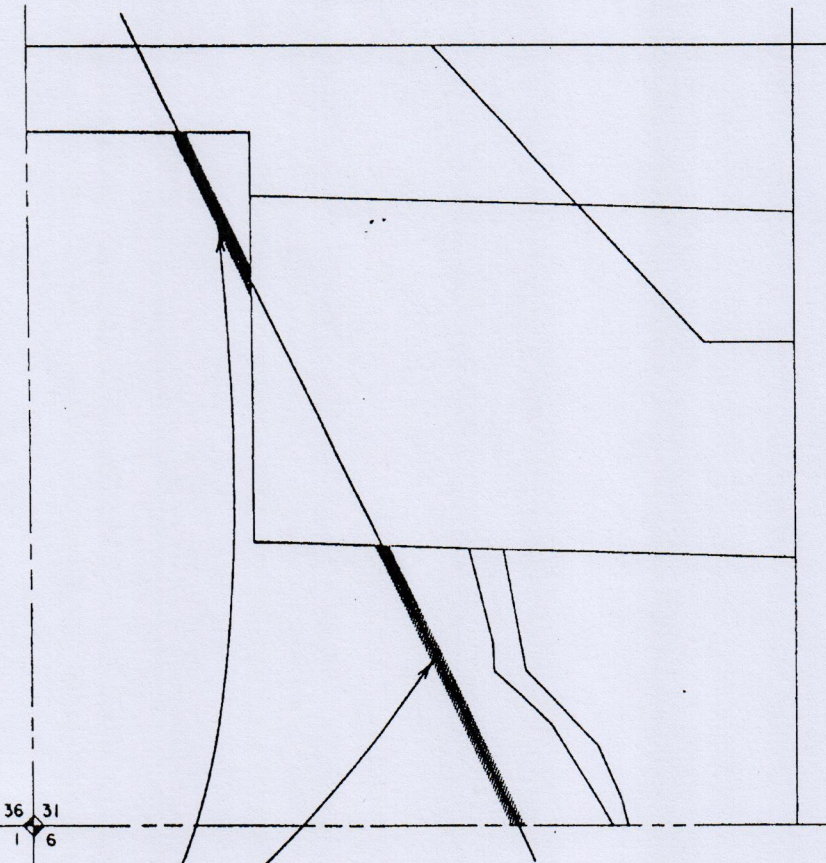
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EXHIBIT "A"

P. P. L. CO.

SW 1/4 SW 1/4, SEC. 31, T. 5 N., R. 2 E., S.L.B. & M.

MORGAN CO., UTAH



NOTE:
R/W EASEMENT, 30' WIDE FOR
UNDERGROUND COMMUNICATION CABLES.
ACROSS PROPERTY OF Jo Ann WHITTIER, et al.

SCALE:
1" = 200'

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DuBRAY LAND SERVICES, INC.
P.O. BOX 21252
BILLINGS, MONTANA 59104
J.R.G. 6/27/86

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

SHEET 1 OF 3
JOB No. AFE-516

EXHIBIT "A"

P.P.L. CO.
NW1/4NW1/4, SEC. 6, T. 4N, R. 2E, S.L.B. & M.
MORGAN CO., UTAH

36 31
6

NOTE:
R/W EASEMENT, 50' WIDE FOR
UNDERGROUND COMMUNICATION CABLES.
ACROSS PROPERTY OF Jr Ann WHITTIER, et al.

SCALE:
1" = 200'

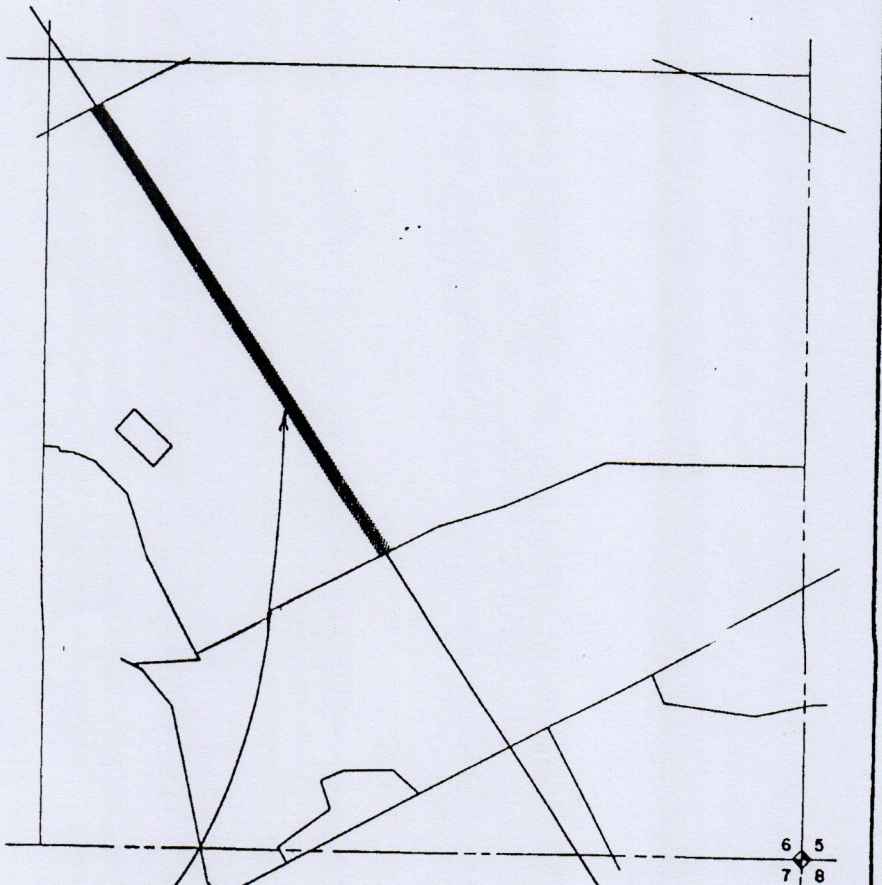
Compare plat page 374

DuBRAY LAND SERVICES, INC.
P.O. BOX 21252
BILLINGS, MONTANA 59104
J.R.G. 6/27/86

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

SHEET 2 OF 3
JOB No. AFE-516

EXHIBIT "A"
P.P.L. CO.
 SE 1/4, SEC. 6, T. 4N, R. 2E, S. L. B. & M.
 MORGAN CO., UTAH



NOTE:
 R/W EASEMENT, 50' WIDE FOR
 UNDERGROUND COMMUNICATION CABLES.
 ACROSS PROPERTY OF Jo Ann WHITTIER, et al.

6 5
 7 8

SCALE:
 1" = 400'

DUBRAY LAND SERVICES, INC.
 P.O. BOX 21252
 BILLINGS, MONTANA 59104
 J.R.G. 6/27/86

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

1/2" = 400' 375
 SHEET 3 OF 3
 JOB No. AFE-516