

**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,  
Thornley K. Swan

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 1/4 of Sec. 27, T.5N., R.1E., 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 23rd day of July, 1986.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Thornley K. Swan  
Thornley K. Swan

Check No. 10857  
Charge: Pioneer P/L Memo APR 516 Acct #2  
STATE OF Utah )  
COUNTY OF Davis ) ss.

Copy No. 3627 Book M54  
RECORDED 7-23-86 at 3:59 P. M. Page 407  
OFFICE of Pioneer Pipe Line  
Burt L. Green, Morgan Co. Recorder  
600 by Margaret Kamm

Book M54 PAGE 407

On this 23rd day of July, 1986, before me personally appeared Thornley K. Swan

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.

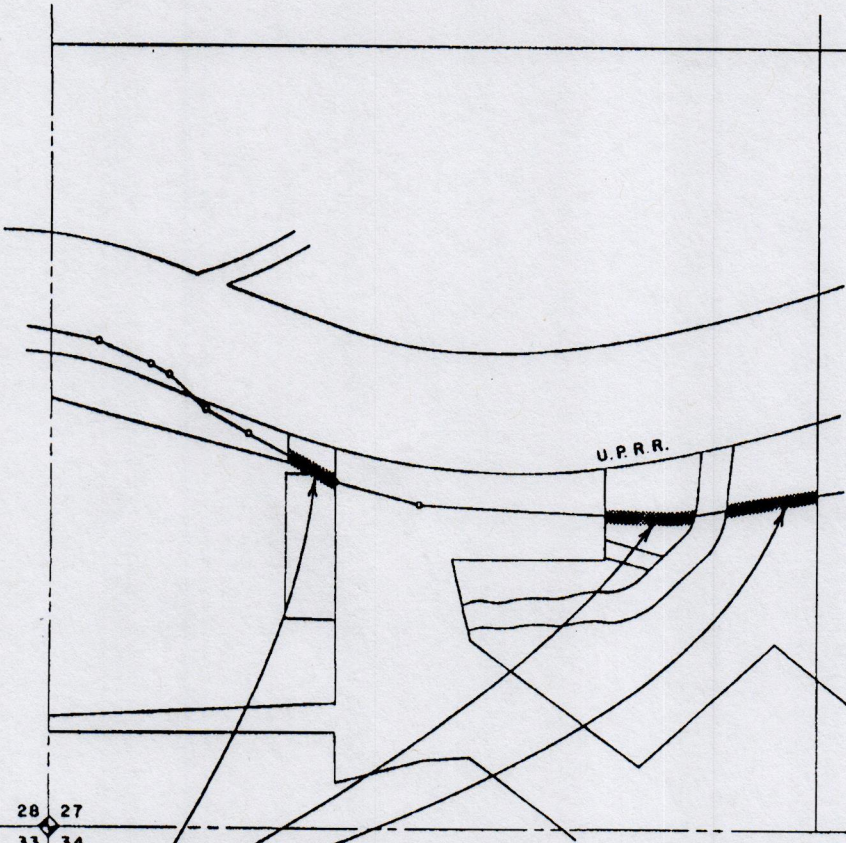
Given under my hand the day and year first above written.

[Signature]  
Notary Public  
JUL 23 1986  
MORGAN COUNTY, UTAH

3/1/89  
My commission expires: \_\_\_\_\_



**EXHIBIT "A"**  
**P.P.L. CO.**  
 SW 1/4, SEC. 27, T. 5 N., R. 1 E., S.L.B. & M.  
 MORGAN CO., UTAH



NOTE:  
 R/W EASEMENT, 50' WIDE FOR  
 UNDERGROUND COMMUNICATION CABLES.  
 ACROSS PROPERTY OF THORNLEY K. SWAN

SCALE:  
 1" = 400'

Book M54 PAGE 408

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

JOB No. AFE-516