COUNTERPART

EASEMENT Seventy Five and no/100----FOR AND IN CONSIDERATION of the sum of POR AND IN CONSIDERATION of the sum of Seventy Five and no/100----- dollars a 75.00 ) in hand paid, the receipt and adequacy of which is hereby acknowledged, Clyde H. Galley & Harold J. Galley; J. Canute Barnes & Barbara Gillespie, hereinafter referred to as Grantor (whether one or more), coes hereby grant unto PIONEER PIPE LINE COMPANY hereinafter referred to as Grantor, this 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 35 feet in width situated in the S.1/2 of Section 26, T.5 N.,R.I E.; S.L.B.8 M. Said strip of land is 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 shall reimburge

Right of Way to be restored to as near original condition as is reasonably possible. Grantee shall reimburge grantor for any damages to farm machinery caused by the construction and maintainance of said communication facility.

Grantor is to have the right to fully use and enjoy the above-described premises except as to the rights nereinbefore 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 Granter 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.

Executed this 27 day of Werel Check No. 11602 Charge: Pioner Plumen AFS 5/6 mund 2 day of march, 1986, before me personally appeared J. Canute Barner to me known to be the permons 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. :01. Notary Public ry No. 18260 Book 7253 My commission expires: CRDED 5-8 8 at 2:22 PM Page /24 DUEST of Leaner Processe

Botty L. Breen, Morgan Co. St.

