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Right of Way PAGE 1/7

MARY ANN TRUSSELL, SUMMIT COUNTY RECORDER

FEE 0.00 BY COALVILLE CITY



RIGHT-OF-WAY AGREEMENT
(J. Parley Brown Well)

August

THIS AGREEMENT made this 26 day of May, 1993, between WILLIAM GARY BROWN, Trustee, (herein "Grantor") and COALVILLE CITY, a municipal corporation of the State of Utah, (herein "Grantee"),

W I T N E S S E T H :

Grantor hereby grants and conveys to Grantee rights-of-way and easements upon, over and under those certain parcels of real property particularly described as Parcels 1, 2 and 3 on Exhibit "A" attached hereto and by reference made a part hereof, for the purposes and subject to the conditions and limitations herein-after set forth:

1. Grants - Purposes and Limitations.

A. Easement for Well Site and Protection Zone (Parcel 1). Grantee shall have the right to construct, maintain, operate, protect, repair, replace, change the size of and/or remove a proposed test well and/or production well to be drilled as a culinary water source for Grantee's municipal water system, including casing, plumbing, pump, well house and appurtenances thereto upon, under and beneath the property particularly described as Parcel 1, Exhibit "A", (herein sometimes called "the Well Site"). No water storage tanks shall be located on the Well Site.

B. Easement for Pipeline and Electric Line (Parcel 2). Grantee shall have the right to construct, maintain, operate, protect, repair, replace, change the size of and/or remove an underground water pipeline and electric cable and an over-head electric line including poles and wires over, across, under and beneath the property particularly described as Parcel 2, Exhibit "A", (herein "the Pipeline Easement").

C. Roadway Easement. Grantee shall have the non-exclusive right to use an existing one rod right-of-way particularly described as Parcel 3, Exhibit "A", (herein "the Roadway Easement"), for ingress and egress by motor vehicle and pedestrian traffic for the purpose of necessary inspection, maintenance, repair, replacement and/or removal of Grantee's facilities to be constructed at the Well Site and from the Well Site along the Pipeline Easement for necessary inspection, maintenance, repair, replacement and/or removal of facilities constructed within said easements and also for the purpose of constructing, operating, maintaining

and replacing an over-head electric line including poles and wires.

D. Duration of Easements Granted Per Sub-Paragraphs A, B and C - Option to Renew. The easements granted pursuant to this Agreement shall be and remain in full force and effect for a term of 99 years from the date of this Agreement and thereafter until terminated by a 60 day written notice from Grantor. During the 60 day notice period, Grantee may renew the easements for an additional 99 year period upon payment to Grantor of the sum of \$7,000. The rent for the renewal term shall be as determined by good faith negotiations between the parties taking into account changes in the value of the dollar, and of the value of the property and other relevant information. In the event the parties are unable by good faith negotiations to agree upon the amount of rental for the renewal term, then the Grantee's right to renew this Agreement shall terminate.

Grantee may fence the Well Site and shall have the exclusive use and possession of said property. No persons other than authorized officers, agents and employees or independent contractors of or retained by Grantee and engaged in the course of business on behalf of Grantee shall be permitted access to or use of the easements under the terms of this Agreement and this Agreement is made upon the condition that the same shall be for the private use and benefit of the Grantee and not for the general use or benefit of the public. Grantor reserves the full right to fence and cross-fence Grantor's remaining properties, providing such fences shall not prevent Grantee's use and access to the facilities constructed or to be constructed by Grantee for the uses and purposes set forth in this Agreement. Grantor reserves the right to joint use of the roadway easement for all purposes of Grantor. Grantor or Grantee at the option of either may place a gate across the Roadway Easement and provide a lock for said gate to prevent access by unauthorized persons. In the event either shall elect to provide a locked gate across the Roadway Easement, the party providing the same shall furnish keys to the other.

2. Roadway Access - Test Well - Surrender If No Production Well. Upon execution of this Agreement and Grantee's acquisition of a well permit, Grantee shall improve the roadway provided for by Paragraph 1C of this Agreement. The roadway shall be constructed and improved along the existing alignment with changes in alignment as mutually approved by the parties to provide all-weather capability for access to the Well Site. Grantee at its expense shall furnish all necessary grading and road base as reasonably required to accomplish the all-weather objective of said roadway. Upon completion of the roadway, Grantee shall drill a test well at the well site. In the event Grantee shall not succeed in obtaining a production well which shall qualify as a deep well culinary water source under the requirements of the

Utah Public Drinking Water Regulations (UPDWR) and the Federal Safe Drinking Water Act, and such other applicable federal, state or municipal laws or regulations as may be applicable or if the production capability of the well shall fail to meet the requirements of the Grantee, then Grantee shall execute, deliver and record a release and surrender of its rights under this Right-of-Way Agreement and shall have no further right or claims in or to the properties particularly described on Exhibit "A" attached hereto.

3. Rights and Duties Upon Termination. Upon termination of this Agreement by expiration of the term hereof or surrender by Grantee as provided by Paragraph 2 above, Grantor shall insofar as reasonably possible restore the Well Site to its original condition by cleaning up said site and reseeding the same and by the removal of any of Grantee's property delivered to the premises, including without limitation, fences, equipment, structures, pipe and the like. If at the time of termination a well drilled by Grantee is a water source useful to the Grantor, then Grantee may transfer to Grantor all of its right, title and interest in and to the well, including casing, plumbing, well house, pump and the like upon such terms, conditions and for such consideration as shall be agreed to by the parties, providing however, that the Grantee shall not sell, transfer or set over unto the Grantor any of its water rights of any type or nature. In the event Grantee does not transfer its rights in the well to Grantor, then Grantee may remove such of the well casing as Grantee may elect to remove or as Grantee may be required by law to remove and shall plug the well in accordance with the requirements of law.

4. Taxes. Grantee shall be solely responsible to pay all personal property taxes levied against the personal property of Grantee maintained at the Well Site and shall pay its aliquot share of general property taxes levied against the properties described on Exhibit "A".

5. Consideration for Grants. Upon execution of this Agreement, Grantee shall pay to Grantor the sum of ONE THOUSAND DOLLARS (\$1,000) which shall be fully earned and non-refundable. In the event Grantee shall successfully complete a test well as contemplated by Paragraph 2 above, and shall desire to place the well in production, then Grantee at the time this decision is made and prior to construction of the pipeline and power line contemplated by Paragraph 1C, shall pay to Grantor the additional sum of SIX THOUSAND DOLLARS (\$6,000) in consideration of the rights granted pursuant to this Agreement.

6. Water Service to Grantor. If Grantee is successful in completing a production well on Parcel 1, which is placed in production for use in Grantee's municipal water system, Grantee shall provide to Grantor the following:

A. Free Water Connection and Minimum Charges. At Grantor's request made at any time during the effective period of this Agreement or renewal thereof, Grantee shall furnish one free 3/4 inch connection to Grantee's culinary water system, including a physical connection to any then existing water main of Grantee, together with a water meter located as determined by Grantee all without charge to Grantor, Grantor shall bear the expense of the lateral constructed beyond the meter. In addition, Grantee shall provide water service to Grantor at said connection and shall waive the minimum rate for water service as provided for by rates then in effect. Grantor shall pay all charges above the minimum rate which become due and owing for water furnished pursuant to water rates then in effect and as changed from time to time. All such water service shall be subject to rules and regulations and water rates of the Grantee as in effect during the time of connection and service.

B. Additional Water Connections. So long as Grantee shall have available water and facilities, Grantee shall furnish to Grantor additional water connections to properties owned by Grantor in accordance with the rules, regulations and rates in effect at the time of furnishing such service and upon payment of the connection fees and water rates required by such rules and regulations.

7. Name Designation of Well. The well to be drilled by Grantee shall be known on the municipal records of Coalville City as the "J. Parley Brown Well".

8. Grantor's Representations. Grantor represents that it is the owner of unencumbered marketable title to the properties described and referred to on Exhibit "A"; that it has full authority to execute and deliver this document and that upon execution and delivery by the parties hereto, Grantee shall have all of the rights and privileges set forth in this Agreement.

9. Indemnity - Damages. Grantee shall indemnify and hold Grantor harmless against any loss, damage or expense suffered by Grantor resulting from the exercise by Grantee of any of the rights conferred upon it under the provisions of this Agreement, including without limitation, the use of the rights-of-way and the construction operation, repair, maintenance, replacement and use of a well, pump house, pipelines, electric cable and other improvements and facilities constructed and/or maintained by Grantee pursuant to the provisions of this Agreement.

10. Successors in Interest. The terms, conditions and provisions of this Agreement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto. This Agreement

shall be deemed to be a covenant running with the land particularly described on Exhibit "A" and the benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the Grantor's successors in interest in the ownership of said lands.

IN WITNESS WHEREOF the parties have executed this Agreement this 26 day of ~~May~~, 1993.
August

GRANTOR:

William Gary Brown
William Gary Brown

GRANTEE:

ATTEST:

COALVILLE CITY

Geniel D. Bowen
City Recorder

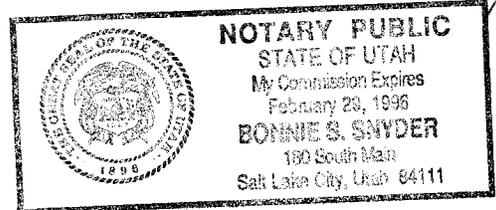
Bruce E. Rigby
Mayor

STATE OF UTAH)
County of Summit) : ss.

On the 26th day of ~~May~~, 1993 personally appeared before me WILLIAM GARY BROWN, signer of the foregoing instrument who duly acknowledged to me that he executed the same.

Bonnie S. Snyder
NOTARY PUBLIC
Residing at: Coalville Ut.

My Commission Expires:
2-29-96



STATE OF UTAH)
County of Summit) : ss.

On the 26th day of ~~May~~, 1993 personally appeared before me Bruce E. Rigby, and Geniel Bowen, who being duly sworn did say, each for themselves, that he the said Bruce E. Rigby is the Mayor, and she the said Geniel Bowen, is the City Recorder of Coalville City, and that the within and foregoing instrument was signed on behalf of said Municipal Corporation by authority of a Resolution of its City Council and they duly acknowledged to me

that the said Municipal Corporation executed the same and that the seal affixed is the seal of said Municipal Corporation.

Bonnie S. Snyder
NOTARY PUBLIC
Residing at: Coralville Ut.

My Commission Expires:
2-29-96

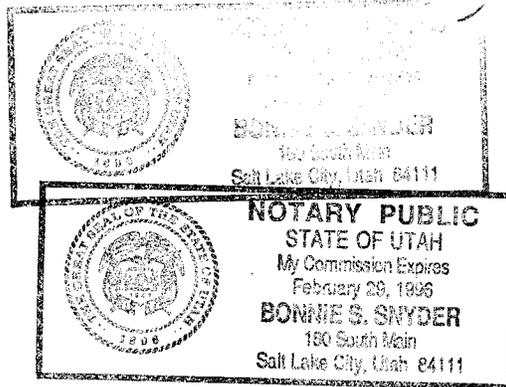


EXHIBIT "A"
TO RIGHT-OF-WAY AGREEMENT
(J. PARLEY BROWN WELL)

PARCEL 1

DESCRIPTION OF WELL SITE

BEGINNING AT A POINT WHICH IS NORTH 2095.21 FEET AND EAST 512.28 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 21, T2N, R5E, SLB&M AND RUNNING THENCE NORTH 100.00 FEET, THENCE WEST 100.00 FEET, THENCE SOUTH 100.00 FEET, THENCE EAST 100.00 FEET TO THE POINT OF BEGINNING. (Containing .23 acre) CT-476

PARCEL 2

CENTERLINE DESCRIPTION OF 16.50 FOOT PIPELINE EASEMENT

BEGINNING AT A POINT WHICH IS NORTH 2447.88 FEET AND WEST 395.87 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 21, T2N, R5E, SLB&M (SAID POINT BEING ON THE EASTERLY RIGHT OF WAY FENCE OF OLD STATE ROAD US-189, AND 8.25 FEET SOUTHERLY OF AN EXISTING FENCE CORNER) AND RUNNING THENCE N 85°05'21" E 407.20 FEET PARALLEL TO AN EXISTING FENCE LINE, THENCE N 65°28'55" E 10.59 FEET TO THE CENTERLINE OF A 16.50 FOOT RIGHT OF WAY LINE, (THE NEXT SIX COURSES ARE ALONG SAID RIGHT OF WAY LINE), THENCE S 60°02'25" E 46.44 FEET, THENCE S 52°16'02" E 76.13 FEET, THENCE S 48°02'26" E 88.11 FEET, THENCE S 27°33'55" E 124.96 FEET, THENCE S 31°09'36" E 158.58 FEET, THENCE S 46°23'11" E 139.45 FEET, LEAVING SAID RIGHT OF WAY LINE OF SAID ROAD, THENCE N 15°33'00" E 82.46 FEET TO THE SOUTH LINE OF WATER WELL LOCATION. CT-482-F

PARCEL 3

CENTERLINE DESCRIPTION OF 16.50 FOOT ROADWAY EASEMENT

BEGINNING AT A POINT WHICH IS NORTH 2595.86 FEET AND WEST 448.34 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 21, T2N, R5E, SLB&M (SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF OLD STATE ROAD US-189 AND THE CENTERLINE OF AN EXISTING DIRT ROAD) AND RUNNING THENCE N 78°38'01" E 298.49 FEET, THENCE S 46°16'19" E 242.40 FEET, THENCE S 60°02'25" E 46.44 FEET, THENCE S 52°16'02" E 76.13 FEET, THENCE S 48°02'26" E 88.11 FEET, THENCE S 27°33'55" E 124.96 FEET, THENCE S 31°09'36" E 158.58 FEET, THENCE S 46°23'11" E 139.45 FEET, THENCE N 55°28'46" E 152.04 FEET, THENCE N 26°03'49" E 243.77 FEET, THENCE N 32°33'54" E 148.89 FEET, THENCE N 44°01'01" E 145.74 FEET, THENCE S 72°24'31" W 109.09 FEET, THENCE S 37°09'44" W 230.33 FEET, THENCE S 34°37'42" W 110.21 FEET, THENCE S 36°05'35" W 60.36 FEET TO THE NORTH LINE OF A WATER WELL LOCATION. CT-476-C