

RIGHT-OF-WAY AGREEMENT

THIS AGREEMENT made this 1 day of ~~May~~ ^{July}, 1991, between
BOYDEN FARMS, a Utah Limited Partnership, by Stephen G. Boyden,
General Partner, (herein "Grantor") and COALVILLE CITY, a municipi-
pal 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, perpetual 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 purposes and subject to the conditions and limitations hereinafter set forth:

1. Purposes and Limitations of Grants.

A. Easement for Well Site and Protection Zone (Parcel 1). Grantee shall have the perpetual 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 Grantees 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". In the event Grantee shall succeed in obtaining a production well which shall qualify as a 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, then Grantor hereby Grants to Grantee an easement for a protection zone over a circular tract of land with the center of such circle being the center of the production well casing and the radius of the circle being 1500 feet from such center, and Grantee shall have the right to fence such circular tract of land and to take such other action on the surface of said tract as may be reasonably necessary to prevent concentrated sources of pollution within said circular tract of land. In the event Grantee shall be successful in obtaining a production well as contemplated by this paragraph, Grantor shall execute and deliver such additional easement or grant with respect to the

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ALAN SPRIGGS
SUMMIT COUNTY RECORDER

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Coalville City

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protection zone as may be required by the provisions of the UPDWR and other applicable governmental regulations. Grantee shall construct the facilities at the well site, including the installation of the pump, telemetry, controls and casing beneath the surface of the ground insofar as reasonably practicable in order to minimize visual impact on the surface of the property, it being understood that Grantee shall be required to comply with any applicable requirements of the UPDWR and other applicable regulations which may require that the well casing and well head extend to certain minimum elevations above the surrounding ground and that Grantee in its discretion may elect to construct a well house to house the well head and related equipment.

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

C. Roadway Easement. Grantee shall have the perpetual non-exclusive right to use an existing 20 foot right-of-way particularly described as Parcel 3, Exhibit "A" 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 particularly described as Parcel 1, Exhibit "A", and from said well site along the pipeline easement particularly described as Parcel 2, Exhibit "A", 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 overhead electric line, including poles and wires.

Except to the extent Grantee's facilities are constructed on the surface of the properties described as Parcels 1 through 3, Exhibit "A", Grantor reserves the right to the use of the surface of said parcels, provided, however, that Grantee may fence the well site and protection zone and the surface of the property within the protection zone shall not be used for any purpose which would introduce any concentrated source of pollution (Parcel 1). 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 or rights-of-way under the terms of this Agreement and this Agree-

ment is made upon the express 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. Grantors reserve the full right to fence and cross-fence Grantors' property, 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.

2. 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.

3. Water Service to Grantor. In consideration of the Grantor's grant of the rights conferred by this Agreement, the Grantee, providing Grantee is successful in completing a well on Parcel 1, Exhibit "A" which is placed in production for use in Grantee's municipal water system, and for so long as said well shall remain in service, shall provide livestock water to Grantor in the vicinity of the well site. As part of the construction of Grantee's pipeline from the well site, Grantee shall construct a lateral and a frost free water hydrant to be located adjacent to the well site. The construction and water deliveries for the benefit of Grantor shall be without cost to Grantor.

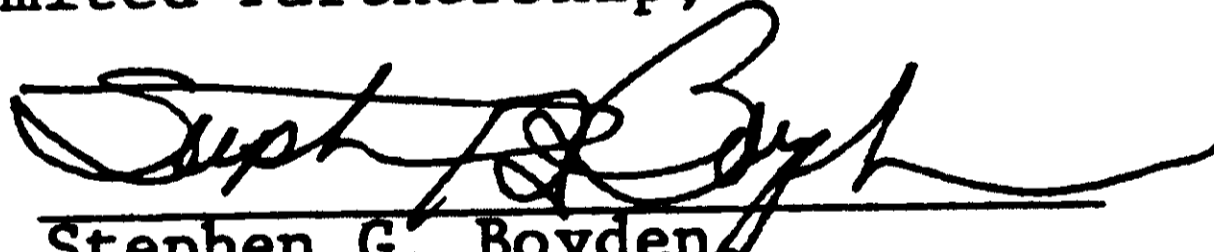
4. Successors in Interest. The terms, conditions and provisions of this Agreement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantors have executed this Agreement this 1 day of July, 1991.

GRANTOR:

BOYDEN FARMS, a Utah
Limited Partnership,

by


Stephen G. Boyden,
General Partner

BOB 620 PAGE 728

GRANTEE:

ATTEST:

Geniel A. Bowen
City Recorder

COALVILLE CITY

Bruce E. Rigby
Mayor

STATE OF UTAH)
: ss.
County of Salt Lake)

On the 1 day of July, 1991 personally appeared before me Geniel A. Bowen & Bruce E. Rigby signers of the foregoing instrument who duly acknowledged to me that they executed the same.

My Commission Expires:
2-29-92

Bonnie A. Smith
NOTARY PUBLIC
Residing at: Coalville, UT

STATE OF UTAH)
: ss.
County of Summit)

On the 1 day of July, 1991 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.

My Commission Expires:
2-29-92

Bonnie A. Smith
NOTARY PUBLIC
Residing at: Coalville, UT

EXHIBIT "A"

DESCRIPTION OF PROPERTIES WHICH ARE
THE SUBJECT OF THE ATTACHED AGREEMENT

Parcel 1

Description of Well Site

BEGINNING at a point which is South 309.35 feet and West 3481.28 feet from the Northeast corner of Section 17, T2N, R5E, SLB&M and running thence S 81°51'34" W 100.00 feet, thence S 11°55'53" E 100.00 feet, thence N 81°51'34" E 100.00 feet, thence N 11°55'53" W 100.00 feet to the point of BEGINNING. (Containing 0.23 acre)

Parcel 2

Pipeline Easement

A 16.00 foot easement 8 feet on either side of the following described center line:

BEGINNING at a point which is South 405.47 feet and West 3448.23 feet from the Northeast corner of Section 17, T2N, R5E, SLB&M and running thence S 46°12'27" E 475.74 feet to an existing water line box.

Parcel 3

Roadway Easement

A 20.00 foot easement 10 feet on either side of the following described center line:

BEGINNING at a point which is South 323.56 feet and West 3578.20 feet from the Northeast corner of Section 17, T2N, R5E, SLB&M and running thence N 81°26'40" W 57.09 feet, thence S 04°49'23" E 140.88 feet, thence S 39°31'56" E 143.31 feet, thence S 61°43'53" E 308.57 feet, thence N 53°01'54" E 89.29 feet to the Westerly right-of-way fence of a county road.

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