

Entry No. 001415
 Indexed _____
 Abstracted ✓
 Reg. Fee _____

STATE OF UTAH)
 COUNTY OF CARBON) SS
 FILED AND RECORDED FOR
 East Carbon City

Oct 27 10 47 AM '83

BOOK 233 of Records
 PAGE 182-186
 ANN O'BRIEN
 COUNTY RECORDER

RIGHT OF WAY AGREEMENT

This Right of Way Agreement, made and entered into as of the 20th day of October, 1983, by and between Royal Land Company, a Delaware corporation (hereinafter called "Grantor") and East Carbon City, a Municipal corporation, of 109 East Geneva Drive, East Carbon, Utah 84520 (hereinafter called "Grantee").

WITNESSETH:

WHEREAS, Grantee is desirous of securing a right of way for the purpose of laying, maintaining, operating, repairing, inspecting, protecting, removing and replacing waterlines, valves, valve boxes and other transmission and distribution facilities, hereinafter called "Facilities"; said right of way being situate in the County of Carbon, State of Utah, and more particularly described as follows, to-wit:

✓ An easement 25 feet in width for an existing waterline connecting Grassy Trail Reservoir located in Whitmore Canyon, in Section 7, Township 14 South; Range 14 East, SLB&M, with the 20,000,000 gallon water storage reservoir of East Carbon City located in the Southwest Quarter of Section 6, Township 15 South, Range 14 East, SLB&M, with said pipeline as it exists being the center of said easement. Said waterline is in Whitmore Canyon and is located in portions of Sections 7, 18, 17, 20, 29 and 32 of Township 14 South, Range 14 East, and Sections 5 and 6 of Township 15 South, Range 14 East, SLB&M.

✓ An easement 25 feet in width for an existing waterline known as the "Big Springs Line" connecting the 20,000,000 gallon water storage reservoir of East Carbon City located in the Southwest Quarter of Section 6, Township 15 South, Range 14 East, SLB&M, with the East Carbon City Sewer Lagoon located in Section 10, Township 15 South, Range 13 East, with said pipeline as it exists being the center of said easement. Said pipeline is located in portions of Section 6, Township 15 South, Range 14 East, and portions of Sections 1, 2, 11, and 10, Township 15 South Range 13 East.

WHEREAS, Grantor is willing to grant the aforesaid right of way to Grantee.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. Grantor hereby grants to Grantee the right, insofar as it has the right to do so, of ingress and egress to and from said right of way to maintain and operate, repair, inspect, protect, remove and replace the same. During temporary periods Grantor grants to Grantee the additional right to use such portion of the property along and adjacent to said Right of Way Area as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of said Facilities.

2. Grantee shall pay to Grantor, as consideration for the aforesaid right of way the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged.

3. The use of the Right of Way by Grantee shall be subject to all existing easements, covenants, conditions, reservations, restrictions and limitations of record and also subject to any conditions and limitations that are visible upon the Right of Way Area but not of record. Moreover that certain Interlocal Cooperation Agreement For the Joint Construction, Operation And Maintenance Of A Culinary Water Treatment Facility by and between Sunnyside City and East Carbon City of September 29, 1983 the provisions therein shall be complied with in full. Grantee, at all times, shall conduct operations in conformity with the terms and provisions of all existing and applicable laws, orders, rules, regulations and zoning ordinances of any regularly constituted governmental body including, but not limited to, all laws and regulations requiring treatment and maintenance of the Right of Way Area in connection with all work performed hereunder by Grantee.

4. Grantor shall reserve unto itself, its successors, and assigns, free use and enjoyment of the Right of Way Area and related water rights except for the purpose for which this right of way is granted to said Grantee, provided such use shall not interfere with the Facilities. Grantor may build or construct or permit to be built or constructed any transmission or distribution facilities or other improvement over or across said right of way but not change the contour thereof.

5. Grantee agrees that all work performed on the Right of Way Area shall be done in good and workmanlike manner, and in such manner as not to interfere with Grantor's use and operations located or to be located on or under adjoining properties. After installing said Facilities, or after any repair, maintenance, use, replacement or removal thereof,

Grantee shall restore the surface of the Right of Way Area or the surface of properties located along and adjacent to said right of way to the same or as good condition as prior to the commencement of said work which shall be subject to the consent of the Grantor. Grantee further agrees they will be liable for any damage caused by it to reservoir, dam, pipeline, waterlines, valves, valve boxes, or any other transmission and distribution facilities, located on Right of Way Area and on Grantor's adjoining properties and shall reimburse Grantor for any expense incurred by such damage, including loss of service of said facilities.

6. Grantee agrees to indemnify and hold harmless Grantor from any and all loss, cost, expense or damage to it, from any and all claims of any character and kind and by whomsoever asserted, and for injury and death to persons and lawful debts therefrom or damage to property, in any way arising through or incidental to the use of the rights granted under this Agreement by Grantee, its employees, agents, servants, contractors, invitees or licensees.

7. Any notices required by the terms of this Agreement shall be sent to the respective Grantor or Grantee by registered or certified mail, and addressed as follows:

TO GRANTOR: L. I. Barger, Vice President
Royal Land Company
69 West Washington Street
Chicago, IL 60602

TO GRANTEE: East Carbon City,
A Municipal Corporation
109 East Geneva Drive
East Carbon, UT 84520

8. Prior to commencing any work hereunder, Grantee shall obtain all necessary permits from any and all governmental bodies having jurisdiction over the Right of Way Area for any of the work to be performed thereunder.

9. In the event of abandonment of the Right of Way Area by non-use thereof by Grantee for a continuous period of sixty (60) days after the completion of the initial installation of the Facilities, this Right of Way Agreement shall terminate all rights in and to Right of Way Area herein granted to Grantee shall revert to Grantor.

10. It is further consideration of this Right of Way Agreement that if Grantee shall breach any of the covenants or conditions contained herein and shall fail to correct such breach within sixty (60) days upon notice in writing given to Grantee, it shall be lawful for Grantor to terminate this Agreement immediately upon the expiration of said sixty (60) day

period. Such termination shall be without prejudice to the rights or remedies of either party hereto with respect to any breach or other actionable claims which accrued prior to said termination.

11. The rights and obligations as set forth in this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, grantees, or assigns; provided, however, Grantee shall not assign nor sub-let any of its rights or obligations hereunder for any purpose without the prior written consent of the Grantor.

12. This Right of Way Agreement shall be effective as of the date first above written.

13. Except as otherwise provided in Sections 9 and 10 hereof, the term of this Right of Way Agreement shall be twenty-five (25) years; provided, however, that Grantee shall have the option to renew this Agreement for an additional twenty-five (25) year period after such twenty-five (25) year term; provided further that Grantee shall provide Grantor, prior to commencement of such twenty-five (25) year option period, sixty (60) days' written notice of Grantee's intent to renew this Right of Way Agreement.

14. This Agreement shall be construed with and governed by the laws of the State of Utah.

15. This Agreement contains all agreements expressed or implied between the parties hereto and shall not be changed unless in writing and signed by authorized representatives of the parties hereto.

IN WITNESS WHEREOF, the parties hereto, by an appropriate officer duly authorized, have signed on behalf of the respective corporations and have caused the respective corporate seals to be affixed hereto.



EAST CARBON CITY,
A MUNICIPAL CORPORATION
By: [Signature] (Seal)
Mayor



ROYAL LAND COMPANY
By: [Signature] (Seal)
Vice President

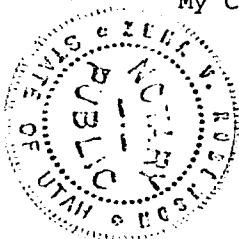
STATE OF UTAH)
 COUNTY OF Carbon) SS:

The foregoing instrument was acknowledged before me this 25th day of October, 1983 by Dale Andrews,
Mayor, and Elva West,
 (title of officer)
Deputy City Recorder, of East Carbon City, a Municipal
 (title of officer)
 Corporation, on behalf of the corporation.
 Given under my hand this 25th day of October, 1983.

My Commission expires: 10/25/83.

Conrad V. Robinson
 Notary Public

Residing at East Carbon City, Utah



STATE OF ILLINOIS)
 COUNTY OF COOK) SS:

The foregoing instrument was acknowledged before me this 20th day of October, 1983 by Lloyd I. Barger, Vice
 President and Edmund J. Moriarty a/k/a L.I. Barger
Assistant Secretary, of Royal Land Company, a Delaware
 corporation, on behalf of the corporation.
 Given under my hand this 20th day of October, 1983.

My Commission expires: March 9, 1984.

Jeanette P. Fagan
 Notary Public

Residing at 253 E. Delaware
Chicago, Illinois 60611

