

RECEIVED APR 9 1982

UTAH POWER & LIGHT COMPANY

1407 WEST NORTH TEMPLE STREET
P. O. BOX 599
SALT LAKE CITY, UTAH 84110

DAVID E. HILL
MANAGER
SALT LAKE CITY
225-4000

KENNETH E. CRUICK
SALT LAKE CITY
225-4000

- RIGHT OF WAY REPRESENTATIVE
- VARLAN CLARK 225-4024
- RAY A. HOLMES 225-4025
- RAULAND HALLARD 225-4026
- HELEN F. JOHNSON 225-4028
- KEVIN W. BOARDMAN 225-4029
- CAROL J. KOEHLER 225-4030
- C. JOSEPH LYON 225-4037

April 5, 1982

C.C.
 Fik Act/015/009
 + Return to
 Ken W.

Reas T. Madsen
Natomas Coal Company
5978 South Syracuse Street
Suite 124
Englewood, Colorado 80111

Dear Mr. Madsen:

Enclosed is a copy of the agreement executed March 17, 1982, between the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, Utah Power & Light Company and Trail Mountain Coal Company covering the installation of a culvert or culverts in the Cottonwood Creek area. Your check for \$10.00 as consideration was delivered to the Church office.

If you have any questions, please contact me.

Very truly yours

Helen F. Johnson
Helen F. Johnson
Right of Way Representative

RFJ:ken

cc: Chris Shingleton
Mining & Exploration
Ralph Jerman, Esq.
Legal Department

AGREEMENT

#508-9948

AGREEMENT made this 17th day of ~~February~~ ^{March}, 1982, by and between Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, formerly Cooperative Securities Corporation (hereinafter called "Landowner"), Utah Power & Light Company, a Utah corporation (hereinafter called "Lessee"), and Trail Mountain Coal Company, a California corporation (hereinafter called "Trail Mountain").

WITNESSETH:

WHEREAS, Landowner is the owner and Lessee is the lessee of certain real property located in Emery County, Utah, and more particularly described in Exhibit "A" annexed hereto; and

WHEREAS, Trail Mountain desires to construct and maintain, from time to time, a culvert or culverts in Cottonwood Creek, the center line of which forms the boundary between said property and the land to the west owned by Trail Mountain; and

WHEREAS, Landowner and Lessee have agreed to allow Trail Mountain to construct and maintain said culvert or culverts upon the following terms and conditions:

NOW, THEREFORE, in consideration of the sum of Ten (\$10) Dollars, and other good and valuable consideration, paid to Landowner and Lessee by Trail Mountain, receipt of which is hereby acknowledged, and in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Trail Mountain shall have the right to construct, maintain, replace and repair culverts along Cottonwood Creek and to utilize so much of said land owned by Landowner and leased to Lessee as may be necessary for the construction and maintenance of said culverts. Trail Mountain shall be

responsible for the maintenance, upkeep and repair of said culvert or culverts during the life of the Trail Mountain mine. At the termination of said mine life, Trail Mountain shall tender said culvert or culverts to Lessee and Landowner for use by them. In the event of acceptance of said tender by Lessee, if said lease is still in existence, or Landowner, if said lease has been terminated, shall assume the responsibility for the repair, upkeep and maintenance thereof. In the event said tender is not accepted, Trail Mountain shall, at its expense, remove said culvert or culverts and restore the land and creek to a condition as close as reasonably practicable to its original condition and in compliance with all applicable local, state and federal laws and regulations, relating to the protection of the environment.

2. Until such tender and acceptance, Trail Mountain shall at all times comply with all applicable local, state and federal laws and regulations, including all state and federal surface mining regulations, relating to the protection of the environment, and the bridging or use of streams or creeks, or otherwise applicable to the maintenance of said culverts.

3. In addition to the right-of-way granted herein, Landowner and Lessee grant to Trail Mountain the right to use for ingress and egress to its property so much of Lessee and Landowner's property west of the existing county road as shown on Exhibit "A" annexed hereto. Lessee, if said lease is still in existence, and Landowner, if otherwise, shall have the right to terminate said use upon sixty (60) days written notice to Trail Mountain of their intention to terminate.

4. Trail Mountain shall indemnify and save Lessee and Landowner harmless from and against any and all claims, demands and causes of action for property damage or personal

injury caused, directly or indirectly, by any act or omission on the part of Trail Mountain, its agents or employees, arising out of or occasioned by the installation or maintenance of said culvert or the use by Trail Mountain of said property and shall, upon demand, defend any and all suits, actions, legal or administrative proceedings which may be brought or instituted by third parties against Lessee or Landowner on any such claim demand or cause of action. In addition, Trail Mountain shall protect Lessee and Landowner against any violation alleged by Utah Division of Oil, Gas and Mining or the Office of Surface Mining in any way relating to the installation, repair and maintenance of said culvert or the use by Trail Mountain of said property.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first appearing above.

XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX
UTAH POWER & LIGHT COMPANY

By *John Gordon*
Its *Vice President*
CORPORATION OF THE PRESIDING
BISHOP OF THE CHURCH OF JESUS
CHRIST OF LATTER-DAY SAINTS
A UTAH CORPORATION SOLE

By *W. A. Cook* 7-11-12
Authorized Agent

TRAIL MOUNTAIN COAL COMPANY

By *Leo Walden*
Its *Vice President*

EXHIBIT A

Outlined portion is the S½NE¼ and the N½SE¼ of section 25, Township 17 South, Range 6 East of the Salt Lake Meridian

