

EASEMENT

ROAD

Fund: School  
Right of Way No. 3400

4838845

THE STATE OF UTAH, by and through the Division of State Lands and Forestry, GRANTOR, in consideration of the payment of \$7,290.00 plus a \$50.00 application fee, receipt of which is acknowledged, hereby grants to Kennecott Corporation, A Delaware Corporation, P.O. Box 525, Bingham Canyon, UT 84006-0525, GRANTEE, a perpetual right of way easement (the "Easement") for a road 216.484 rods long and 33 feet wide, 16.5 feet on either side of the centerline on State lands described as follows:

Township 2 South, Range 2 West, SLB&M  
Sec. 28: SW4

Beginning at the center of an existing dirt road on the East line of the Southwest Quarter of Section 28, Township 2 South, Range 2 West, Salt Lake Base and Meridian, said point being North 80°51' West 2674, more or less, from the Northwest Corner of Section 34, Township 2 South, Range 2 East, Salt Lake Base and Meridian and running thence along a 300 foot radius curve to the left 96.93 feet along the arc; thence North 59°11'17" West 43.30 feet; thence running along a 5000 foot curve to the right 279.26 feet along the arc; thence South 88°51'15" West 242.12 feet; thence running along a 400 foot radius curve to the right 223.22 feet along the arc; thence North 59°10'20" West 564.08 feet; thence running along a 700 foot radius curve to the right 86.56 feet; thence North 52°05'13" West 523.65 feet; thence running along a 700 foot radius curve to the right 183.19 feet along the arc; thence North 37°05'34" West 569.07 feet; thence running along a 400 foot radius curve to the left 214.35 feet along the arc; thence North 67°47'47" West 110.96 feet; thence running along a 200 foot radius curve to the right 86.31 feet along the arc; thence North 43°04'10" West 348.99 feet to a point on the West Section line of said Section 28, said point also being North 69°58' West 58.78 feet, more or less, from the North-west corner of said Section 34. Totals 2.7 acres.

TO HAVE AND TO HOLD unto GRANTEE, its successors and assigns, forever.

GRANTEE shall pay for all cost and expense in connection with the construction, operation, repair, replacement and maintenance of said road, and hold GRANTOR harmless from any and all liability (including expenses for attorney's fees) which may arise from the construction, operation, and maintenance of said road, until such time as the Easement is abandoned in the manner prescribed herein.

Should GRANTEE elect to abandon the Easement, GRANTEE shall have sixty (60) days after such abandonment to remove said road. Such removal shall be at the GRANTOR'S option. In the event the same is not removed within sixty (60) days, it is mutually agreed by and between the GRANTOR and GRANTEE that the GRANTOR shall have the right to remove, or cause the same to be removed, all at the cost and expense of the GRANTEE.

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GRANTEE shall at all times observe reasonable precautions to prevent fire on said Easement and shall comply with all applicable laws and regulations of any governmental agency having jurisdiction. In the event of a fire on said easement proximately caused by GRANTEE, its servants, employees, agents, sublessees, assignees or licensees which necessitates suppression action by the State Forester, GRANTEE agrees to reimburse GRANTOR for the cost of such fire suppression action. In the event such suppression action is necessary, GRANTOR shall exert reasonable efforts to avoid the destruction of the road located on the Easement.

In the event GRANTEE elects to abandon the Easement, GRANTEE, at GRANTOR'S option, shall surrender to GRANTOR said lands covered thereby in the original land contour in order to allow the area to properly drain. Rehabilitation shall be done with the approval and to the specifications of the GRANTOR.

GRANTEE, in exercising the privileges granted by this Easement, shall comply with the provisions of all valid Federal, State, County, and Municipal laws, ordinances, and regulations which are applicable to the subject tract and operations covered by this Easement. GRANTEE shall neither commit nor permit any waste on the easement premises. GRANTEE shall take reasonable precautions to prevent pollution or deterioration of lands or waters which may result from the exercise of the privileges granted pursuant to this Easement.

GRANTOR herein reserves the right to utilize said right of way and Easement for access to and from the lands owned by GRANTOR on both sides of said easement. In exercising such right, GRANTOR shall take such action as is reasonably necessary to avoid interfering with the GRANTEE'S use and enjoyment of the Easement.

GRANTOR expressly reserves the right to lease the minerals underlying the Easement for the exploration, development and production of oil, gas and other minerals. GRANTOR shall also have the right to grant a right of ingress and egress to the lessee of such minerals, provided that no drilling of oil wells or mine shafts shall be permitted on the Easement, and provided further that any lessee of the minerals underlying the Easement exercising such rights of ingress and egress shall take all actions reasonably necessary to avoid interfering with GRANTEE'S use and enjoyment of the Easement.

If GRANTEE elects to abandon the Easement, it shall provide written notice of such abandonment to GRANTOR. The abandonment shall not be effective until such notice is hand delivered to GRANTOR or deposited in the U.S. Mail, postage prepaid by certified or registered mail. Such abandonment shall operate as a reversion of the real property interest herein granted to GRANTOR.

It is hereby understood and agreed that all treasure-trove and all articles of antiquity in or upon the subject lands are and shall remain the property of the State of Utah. GRANTEE shall report any discovery of a "site" or "Specimen" to the Division of State History in compliance with the provisions of Section 63-18-27, Utah Code Annotated (1953), as amended.

GRANTOR claims title in fee simple, but does not warrant to GRANTEE the validity of title to these premises. GRANTEE shall have no claim for damages or refund against the GRANTOR for any claimed failure or deficiency of GRANTOR'S title to said lands or for interference by any third party.

GRANTOR reserves the right to inspect the Easement at a later date and require GRANTEE to initiate and diligently pursue actions directed at curing any breach of the above covenants. If the GRANTEE fails to cure such breach within a reasonable time the GRANTOR shall, after thirty (30) days written notice, be entitled to injunctive relief and/or damages with respect to such breach. In no event will such breach result in a forfeiture of the interest herein conveyed.

The Easement and all rights and duties attendant and appurtenant thereto may be freely assigned and delegated, whether by lease, assignment, license or otherwise. Such assignment shall not be effective until such notice is provided. Such notice shall be hand delivered to GRANTOR or deposited in the U.S. Mail, postage prepaid by certified or registered mail. The rights and duties prescribed herein shall inure to the benefit of and be binding upon any assignee, lessee, or licensee hereunder.

This EASEMENT shall be interpreted and governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the State of Utah, by and through the Board and Division of State Lands and Forestry, has caused these presents to be executed this 15<sup>th</sup> day of December, 1988, by the Director.

GRANTOR: STATE OF UTAH  
Div. of State Lands & Forestry  
3 Triad Center, Suite 400  
355 West North Temple  
Salt Lake City, Utah 84180

By:   
PATRICK P. SPURGIN, DIRECTOR

APPROVED AS TO FORM  
DAVID L. WILKINSON  
ATTORNEY GENERAL

BY: 

GRANTEE: Kennecott Corporation  
A Delaware Corporation  
P.O. Box 525  
Bingham Canyon, UT 84006-0525

By: 

P.J. BERNHISEL  
VICE PRESIDENT FINANCE & CONTROL

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23 OCTOBER 89 03:27 PM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
KENNECOTT UT COPPER  
PO BOX 525  
BINGHAM CANYON UT 84006  
REC BY: KARMA BLANCHARD, DEPUTY

STATE OF UTAH )  
 : ss  
COUNTY OF SALT LAKE )

On this 15th day of December 1988, personally appeared before me Patrick D. Spurgin, who being by me duly sworn did say that he is the Director of the Division of State Lands and Forestry of the State of Utah, and the signer of the above instrument, who duly acknowledged that he executed the same.

Given under my hand and seal this 15th day of December 1988.

Jared A. [Signature]  
Notary Public, residing at: S.L.C. UT

My Commission Expires: 3/15/89

STATE OF UTAH )  
 : ss.  
COUNTY OF Salt Lake )

On the 15th day of December, 1988, personally appeared before me DJ Bannisek, who being by me duly sworn did say that he is the Vice President of Kenecott Corporation, and said DJ Bannisek acknowledged to me that said company executed the same.

Given under my hand and seal this 15th day of December, 1988.

Jonya H. Bannisek  
Notary Public, residing at:  
Salt Lake City, Utah

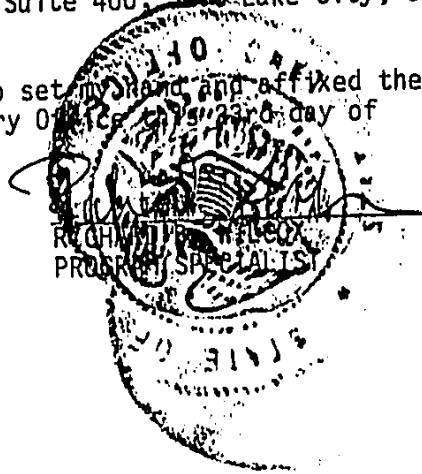
My Commission Expires: 4-15-89

ESD 6169 REC 2608

STATE OF UTAH )  
 )  
 ) :ss  
COUNTY OF SALT LAKE )

I, RICHARD B. WILCOX, PROGRAM SPECIALIST, of the Division of State Lands and Forestry of the State of Utah, do hereby certify that the foregoing is a full, true, and correct copy of Right of Way No. 3400 which is on file in the State Lands and Forestry Office, 355 West North Temple, 3 Triad Center, Suite 400, Salt Lake City, UT 84180-1204.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the State Lands and Forestry Office on the 23rd day of October, 1989.



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