

22

EASEMENT

7121924

KENNECOTT UTAH COPPER CORPORATION, a Delaware corporation, ("Grantor") hereby grants to TRANS-JORDAN CITIES, a political subdivision of the State of Utah, comprised of Midvale City Corporation, Sandy City Corporation, West Jordan City Corporation, Murray City Corporation, South Jordan City Corporation, Draper City Corporation, and Riverton City Corporation, of 10873 South 7200 West, South Jordan, Utah 84095-5610 ("Grantee") its successors in interest and assigns, for the sum of TEN DOLLARS (\$10.00) and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, a nonexclusive easement and right of way for the construction, use, maintenance, repair, alteration, and inspection of an access road, across a strip of Grantor's land located in Salt Lake County, Utah, described as follows:

A strip of land lying in the Southwest quarter of Section 15, the Northwest quarter of Section 22, and the Northeast quarter of Section 21, Township 3 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, said strip of land being 30 feet in width and being more particularly described as follows:

Beginning on the South line of the Trans-Jordan Landfill property at a point S13°38'11"E 1159.18 feet and S89°45'42"E 337.25 feet from a stone monument at the West quarter corner of said Section 15, said stone monument bears S0°02'33"W 2644.02 feet from a Salt Lake County monument at the Northwest corner of said Section 15 (basis of bearing); thence continuing along said South line of the Trans-Jordan Landfill property S89°45'42"E 32.37 feet; thence S22°16'40"W 1229.42 feet; thence S16°07'56"W 654.30 feet to the West line of said Section 22; thence N0°22'25"E 55.23 feet to the intersection of the West line of said Section 22 and the Easterly line of the old Rail Road right of way; thence S20°53'46"W 180.62 feet along said Easterly Rail Road right of way line; thence N16°07'56"E 782.75 feet; thence N22°16'40"E 1218.88 feet to the point of beginning, containing 1.2978 acres more or less.

(herein the "Easement").

The Easement is granted on and subject to the following terms, conditions, provisions, limitations, restrictions and agreements:

1. The use of the Easement shall be limited to providing Grantee, its agents and invitees access between Grantee's landfill operations and the facilities of South Valley Water Reclamation.

2. The use of the Easement by Grantee shall be in a manner calculated to cause the least inconvenience to the ownership, use and enjoyment by Grantor of this and other property of Grantor, consistent with the practical use and occupancy thereof by Grantee for the purposes above stated. Grantee agrees that Grantor, Grantor's lessees and assigns shall have access to and the use of said Easement so long as such access and use does not materially interfere with Grantee's use and enjoyment of the Easement as provided for herein.

3. Grantee agrees to indemnify and save Grantor, its parents and affiliates, harmless against any and all loss and expense, including attorneys' fees and other legal expenses, by reason of liability imposed or claimed to be imposed by law upon Grantor arising out of or in any manner connected with the existence or construction, use, maintenance, repair, alteration, or inspection of the access road, including liability and claims for (1) damage because of bodily injuries, including death, at any time resulting therefrom; (2) damage to property, sustained by any person or persons; (3) damages, costs or claims arising from or relating to actual or alleged environmental contamination or pollution or the actual or alleged violation of any current or future federal, state or local environmental law, regulation or ruling; or (4) any other loss or damage suffered or incurred by Grantor, its employees or agents, or any third party (collectively, (1) - (4) are defined herein as "Liabilities"). Grantee shall indemnify and save Grantor harmless from and against said Liabilities, whether or not such Liabilities arise or are claimed to have arisen in whole or in part out of the negligence or any other grounds of legal liability, including violation of any duty imposed by statute, ordinance or regulation, on the part of Grantee, Grantor, their agents, employees or any third parties, but excluding any Liabilities caused by the sole negligence or the willful misconduct of Grantor, its agents, employees or invitees. In addition, Grantee agrees to promptly repair or replace at its cost and expense any property or facilities of Grantor damaged or injured by the acts or omissions of Grantee in the maintenance, operation, existence or use of said Easement and such adjacent portions of Grantor's property as Grantee shall utilize from time to time.

4. This Easement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

5. If at any time hereinafter, the operation or maintenance of said access road as hereinabove described, or any portion thereof, shall interfere with any operations of Grantor, whether or not now in existence, Grantee shall, upon request from Grantor, reconstruct said access road on other land provided by Grantor so as to avoid such interference. In such event, this Easement shall terminate as to the abandoned portion of the Easement and Grantor shall grant Grantee an easement on the land upon which the relocated road is to be constructed on terms and conditions similar to those contained in this Easement. Cost of such reconstruction shall be borne by Grantor.

6. This Easement shall be terminated if it is not used for the above stated purpose for a continuous period of one year.

7. Grantee is aware that a small portion of the Easement may be affected by historic lead contamination and is familiar with the location and depth of the possible contamination. Excavation that will disturb the possibly contaminated area requires the prior written approval of the Grantor. Without limiting the generality of the indemnity provisions contained in paragraph 3 above, it is specifically agreed that Grantee's indemnity obligation set forth in that paragraph shall extend to any Liabilities arising out of any such disturbance that occurs without Grantor's prior approval.

8. Grantee shall not assign the Easement or the other rights granted herein without the prior written consent of Grantor, unless such assignment is made in connection with a transfer of the property on which Grantee conducts its landfill operations. Any assignment of this Easement or the other rights granted herein shall be made subject to the terms and conditions set forth herein.

9. This Easement is accepted by Grantee, subject to all the foregoing terms and conditions, and Grantee agrees to fully comply with, perform, and carry out the same on its part.

IN WITNESS WHEREOF, Grantor and Grantee have caused this agreement to be executed this 9<sup>th</sup> Day of September, 1998.

Grantor  
KENNECOTT UTAH COPPER CORPORATION

*MS*  
APPROVED AS TO FORM

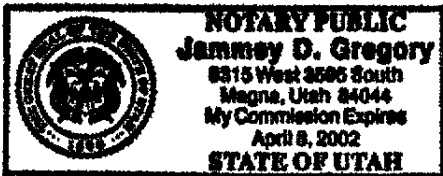
By [Signature]  
Its Director NSCO

Grantee  
TRANS-JORDAN CITIES

By [Signature]  
Its Chairman of Board

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

The foregoing instrument was acknowledged before me this 9<sup>th</sup> Day of September, 1998, by W.R. Williams of KENNECOTT UTAH COPPER CORPORATION.



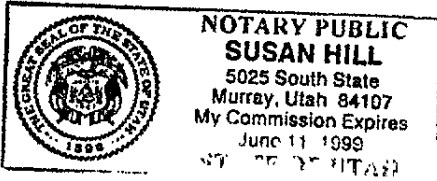
[Signature]  
NOTARY PUBLIC  
Residing at: Salt Lake City, UT

My Commission Expires:

BK 8127 PG 2686

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

The foregoing instrument was acknowledged before me this 9<sup>th</sup> Day of September, 1998, by Thomas Despain of TRANS-JORDAN CITIES.



Susan Hill  
NOTARY PUBLIC  
Residing at: Salt Lake County

My Commission Expires:  
6-11-99

7121924  
10/16/98 2:04 PM 22.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
KENNECOTT UTAH COPPER  
PO BOX 6001  
MAGNA, UT 84044-6001  
REC BY: R JORDAN DEPUTY - WI

BK8127PG2687