

EASEMENT

**Fund: Miners Hospital
Easement No. 643**

THE STATE OF UTAH, by and through the School and Institutional Trust Lands Administration, GRANTOR, in consideration of the payment of \$10, hereby grants to Hurricane City, 58 North 200 East, Hurricane, Utah 84737, GRANTEE, the right to construct, operate, repair and maintain underground utilities on state trust lands described as follows:

WASHINGTON COUNTY

Township 42 South, Range 14 West, SLB&M
Section 4 and 5: as follows:

Parcel #1

Beginning at a point which is South $00^{\circ} 21' 16''$ West 397.56 feet along the West Section line and South $90^{\circ} 00' 00''$ East 638.52 feet from the West Quarter Corner of Section 4, Township 42 South, Range 14 West of the Salt Lake Base and Meridian said point being a point on the arc of a 1709.86 foot radius curve concave to the Northeast, the radius point of which bears North $20^{\circ} 37' 45''$ East, said point also being on the Northerly right-of-way line of Utah State Route 9 and running thence North $49^{\circ} 01' 37''$ East 17.02 feet to a point on the curve of a 1694.86 foot radius curve concave to the Northeast from which the radius point bears North $20^{\circ} 41' 31''$ East, thence Northeasterly 842.49 feet along the arc of said curve through a central angle of $28^{\circ} 28' 51''$ the radius point of which bears North $07^{\circ} 47' 20''$ West; thence South $00^{\circ} 45' 40''$ West 15.17 feet to a point on the arc of a 1709.86 foot radius curve concave to the Northeast, the radius point of which bears North $07^{\circ} 42' 48''$ West, said point also being a point on the said Northerly right-of-way line of said State Route 9; thence Westerly 855.77 feet along the arc of said curve and also along the said Northerly right-of-way line of State Route 9 through a central angle of $28^{\circ} 40' 34''$ to the point of beginning.

Parcel #2

Beginning at a point which is North $00^{\circ} 22' 33''$ East 215.97 feet along the East Section line and South $90^{\circ} 00' 00''$ West 231.04 feet from the East Quarter Corner of Section 5, Township 42 South, Range 14 West of the Salt Lake Base and Meridian said point being on the Northerly right-of-way line of Utah State Route 9 and running thence North $49^{\circ} 10' 14''$ West 671.96 feet along the said Northerly right-of-way line of State Route 9; thence North $40^{\circ} 49' 37''$ East 15.00 feet; thence South $49^{\circ} 10' 14''$ East 671.96 feet; South $40^{\circ} 49' 37''$ West 15.00 feet to the point of beginning.

TO HAVE AND TO HOLD for a term of 30 years subject to the following terms and conditions and any valid and existing rights or until GRANTEE, its successors and assigns shall fail to make any payment in accordance with its promise above set forth. This easement is granted only for the purpose described above as far as it is consistent with the principles and obligations in the Enabling Act of Utah (Act of July 16, 1894, Ch. 138, 28 Stat. 107) and the Constitution of the State of Utah.

SunCor Development Corporation, as LESSEE of the above described parcels, pursuant to Development Lease No. 610 dated June 30, 1999 joins in and consents to the above conveyance.

1. GRANTEE shall pay for all cost and expense in connection with the construction, operation, repair, replacement, and maintenance of said underground utilities, 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 underground utilities, so long as the easement shall remain in force and effect.

2. GRANTOR reserves the right to relocate or modify the easement, in whole or in part, as may be necessary to satisfy the interests of the GRANTOR for the use of the dominant estate or the adjoining lands. The cost of such relocation shall be at GRANTEE's sole expense. The relocated or modified easement shall provide GRANTEE with access substantially equivalent as necessary for the purposes of the grant.

3. GRANTEE shall have sixty (60) days after the expiration of the terms of this easement to remove said underground utilities if GRANTOR determines it is in the GRANTOR's best interest, and upon written notification from GRANTOR. 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.

4. GRANTEE shall contact all existing easement holders and cooperate with them with respect to where and how material may be removed so as not to cause damage to existing easements.

5. GRANTEE agrees that, for good cause shown, at any time during the term of this easement, the GRANTOR may require that the amount of an existing bond be increased or if a bond has not been previously required, GRANTOR may require GRANTEE to post with the Administration a bond with an approved corporate surety company authorized to transact business in the State of Utah, or such other surety as may be acceptable to the GRANTOR, in a penal sum to be determined by GRANTOR, said bond to be conditioned upon full compliance with all terms and conditions of this easement and the rules relating hereto. The amount of this bond shall not be deemed to limit any liability of GRANTEE.

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6. GRANTEE assumes liability for and agrees to indemnify GRANTOR for and against any and all liability, including attorney's fees, of any nature imposed upon, incurred by, or asserted against GRANTOR which in any way relates to or arises out of the activity or presence upon the easement of GRANTEE, its servants, employees, agents, sublessees, assignees or invitees.

7. This easement may be terminated by GRANTOR upon breach of any conditions hereof. If GRANTOR determines that the GRANTEE, its assigns or successors in interest have breached any conditions of this easement, GRANTOR shall notify the breaching party (parties) in writing by certified mail, return receipt requested, specifying the particular breach. The breaching party (parties) shall have thirty (30) days from the date of such notice, or such longer period as may be required under the circumstances as approved by the (GRANTOR) to correct such breach. If breaching party (parties) fails (fail) to correct such breach within such period, GRANTOR may terminate this easement upon thirty (30) days notice; provided, however, such termination shall not release breaching party (parties) from liability for damage prior to such termination.

8. GRANTEE consents to suit in the courts of the State of Utah in any dispute arising under the terms of this easement or as a result of operations carried on under this easement. Service of process in any such action is hereby agreed to be sufficient if sent by registered mail to the GRANTEE at the last known address of GRANTEE appearing on the GRANTOR'S records.

9. GRANTEE agrees for itself, successors and assigns that any suit brought by the GRANTEE, its successors or assigns concerning this easement may be maintained only in the Utah State District Court of Salt Lake County.

10. The acquisition or assumption by another party under an agreement with the GRANTEE of any right or obligation of the GRANTEE under this easement shall be ineffective as to the GRANTOR unless and until GRANTOR shall have been notified of such agreement and shall have recognized and approved the same in writing, and in no case shall such recognition or approval: (i) operate to relieve the GRANTEE of the responsibilities or liabilities assumed by GRANTEE hereunder; or (ii) be given unless such other party is acceptable to GRANTOR as a GRANTEE, and assumes in writing all of the obligations of the GRANTEE under the terms of this easement as to the balance of the term thereof, or acquires the rights in trust as security and subject to such conditions as may be necessary for the protection of the public interests.

11. 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.

12. GRANTEE shall surrender to GRANTOR said lands 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.

13. 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.

14. GRANTOR herein reserves the right to utilize said easement for access to and from the lands owned by GRANTOR on both sides of said easement.

15. It is expressly understood and agreed that the right herein granted is non-exclusive and GRANTOR hereby reserves the right to issue other non-exclusive easements, leases, or permits on or across the subject property where such uses are appropriate and compatible or to dispose of the property by sale or exchange.

16. GRANTOR expressly reserves the right to lease said land for the exploration, development and production of oil, gas and all other minerals, together with the right of ingress and egress across said easement, provided that no drilling of oil wells shall be conducted, nor will mining shafts be located within the boundaries of said easement.

17. GRANTEE agrees that the removal of ordinary sand and gravel or similar materials from the easement is not permitted except when the GRANTEE has applied for and received a materials permit from the GRANTOR.

18. GRANTEE agrees that no trees may be cut or removed from the easement except when the GRANTEE has applied for and received a small forest products permit or timber contract from the GRANTOR.

19. 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 GRANTOR. GRANTEE shall report any discovery of a "site" or "Specimen" to the GRANTOR and the Division of State History in compliance with Section 9-8-305 Utah Code Annotated (1953) as amended.

20. 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.

21. GRANTOR reserves the right to inspect the area of operation at a later date and recall GRANTEE for correction of any violations of the above stipulations. If the GRANTEE fails to correct such violations within a reasonable time the GRANTOR may, after thirty (30) days written notice, re-enter and terminate this grant.

22. This easement is granted pursuant to the provisions of all applicable laws and subject to the rules of the departments and agencies of the State of Utah presently in effect and to such laws and rules as may be hereafter promulgated by the State.

23. Any notice contemplated herein to be served upon GRANTEE shall be in writing and shall be deemed sufficient if deposited in the United States mail, postage prepaid and certified or registered, and addressed as follows:

HURRICANE CITY
58 North 200 East
Hurricane UT 84737

or at any such other address as GRANTEE may from time to time designate by written notice to GRANTOR.

24. This EASEMENT shall be interpreted and governed by the laws of the State of Utah and the provisions hereof shall inure to and be binding upon the successors and assigns of GRANTEE.

IN WITNESS WHEREOF, the State of Utah, by and through the School and Institutional Trust Lands Administration, has caused these presents to be executed this 20 day of July, 2000, by the Director.

GRANTOR: STATE OF UTAH
School and Institutional
Trust Lands Administration
675 East 500 South, Suite 500
Salt Lake City, Utah 84102-2818

By: David T. Terry
DAVID T. TERRY, DIRECTOR

GRANTEE: HURRICANE CITY
58 North 200 East
Hurricane UT 84737

By:

[Signature]

LESSEE: SUNCOR DEVELOPMENT
CORPORATION
3838 North Central Avenue Suite 1500
Phoenix AZ 85012

By:

[Signature]

V.P.

APPROVED AS TO FORM
JAN GRAHAM
ATTORNEY GENERAL

By:

[Signature]
Special Assistant Attorney General

STATE OF UTAH

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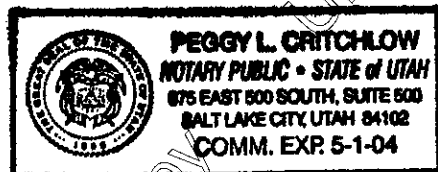
COUNTY OF SALT LAKE

On the 20 day of July, 2000, personally appeared before me
David T. Terry, who being duly sworn did say that he is the Director of the Utah School and
Institutional Trust Lands Administration, and authorized to execute the above instrument.

My commission expires

May 1, 2004

[Signature]
Notary Public at SLC



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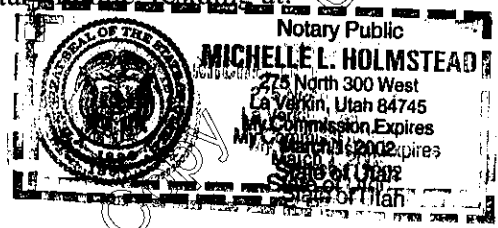
STATE OF)

COUNTY OF)

On the 1 day of Nov, 2000, personally appeared before me Douglas Garnen who being duly sworn did say that he is the Mayer of HURRICANE CITY, and authorized to execute the above instrument.

My commission expires:

Michelle L. Holmstead
Notary Public, residing at:



STATE OF Arizona)

COUNTY OF Maricopa)

On the 27th day of August, 2000, personally appeared before me Duane S. Black who being duly sworn did say that he is the Vice President of SunCor Development Corporation, and authorized to execute the above instrument.

My commission expires:

Gail Sanchez
Notary Public, residing at:
Maricopa County AZ

