

WHEN RECORDED MAIL TO:  
South Jordan City  
11175 South Redwood Road  
South Jordan Utah 84095

EASEMENT

6981835

KENNECOTT UTAH COPPER CORPORATION, a Delaware corporation, as "Grantor", hereby conveys to SOUTH JORDAN CITY, at 11175 South Redwood Road, South Jordan, Utah 84032, as "Grantee", for the sum of TEN DOLLARS (\$10.00) and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, an easement and right of way for the construction and continued maintenance, repair, alteration, and inspection of a 10 inch C-900 DR-18 irrigation pipeline, under and across Grantor's land located in Salt Lake County, Utah, described as follows:

Parcel No. 1 A Right-of-Way, 20 feet in width, being 10 feet on each side of the following described center line:

Beginning at a point on an easterly boundary line of said entire tract, which point is 1323.84 feet East and 701.68 feet South more or less from the Northwest corner of said section 17; thence S. 86°17'31" W. 243.97 feet more or less to the east bank of the Provo Reservoir Canal. The above described strip of land contains .112 acre, more or less.

ALSO:

A temporary easement for the purpose of the construction of said irrigation pipeline, being upon a strip of land 20 feet wide and adjoining northerly the northerly side line of the above described easement, and a strip of land 20 feet wide and adjoining southerly the southerly side line of the above described easement. Said strip of land contains .224 acre, more or less.

This easement is granted on and subject to the following terms, conditions, provisions, limitations, restrictions and agreements, to-wit:

1. Grantee shall have full rights of ingress and egress necessary for the purposes of doing all construction and of making any and all repairs, alterations, replacements, additions or extensions necessary for the full operation and maintenance of the aforesaid irrigation pipeline.

2. The use of this property 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 shall indemnify and save Grantor, its parents and affiliates, harmless from and 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, its parents and affiliates, 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 parents and affiliates, or Grantee, its employees or agents, or any third party arising out of or in any manner connected with the existence or use of this easement, [(1) - (4) are collectively defined herein as "Liabilities"]. Grantee shall indemnify and save Grantor, its parents and affiliates, harmless from and against said Liabilities, whether or not such Liabilities arise or are claimed to have arisen in whole or in part by violation or any duty imposed by a statute, ordinance or regulation

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on the part of Grantee, its agents, employees or any third parties. Notwithstanding the forgoing, Grantee shall have no obligation hereunder to indemnify Grantor, its parents and affiliates, for Liabilities arising directly from the sole negligence or willful misconduct of Grantor, its parents or affiliates. In addition, Grantee agrees to promptly repair or replace at its sole 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 irrigation pipeline 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 irrigation pipeline and associated facilities so as to avoid such interference. Cost of such relocation shall be born solely by Grantor.

6. This easement shall be terminated if said irrigation pipeline ceases to be used for the above stated purpose for a period of two years.

7. Grantee shall reclaim and repair the any ground surface on Grantor's property disturbed or damaged as a result of Grantee's activities related to this easement.

8. 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 12th day of May, 1998.

Grantor

KENNECOTT UTAH COPPER CORPORATION

By [Signature]

Its Director, HSEQ

APPROVED AS TO FORM  
RW

Grantee

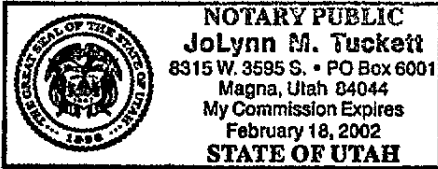
SOUTH JORDAN CITY

By [Signature]

Its \_\_\_\_\_

STATE OF UTAH )  
 :  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of May, 1998, by W.R. Williams in their capacity as Director HSEQ of KENECOTT UTAH COPPER CORPORATION.

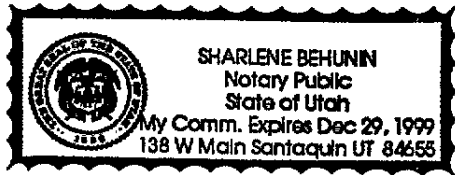


[Signature]  
NOTARY PUBLIC  
Residing at: S.L. Co., UT

My Commission Expires:  
Feb-18, 2002

STATE OF UTAH )  
 :  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 1 day of June, 1998, by Dix H. McMullin in their capacity as Mayor of SOUTH JORDAN CITY.



[Signature]  
NOTARY PUBLIC  
Residing at: Santaquin, Utah

My Commission Expires:  
12-29-99

6981835  
06/02/98 1:27 PM \*\*\*NO FEE\*\*  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
SOUTH JORDAN  
11175 S REDWOOD RD  
SOUTH JORDAN, UT 84095-8265  
REC BY: R JORDAN , DEPUTY - WI