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 Book - 9881 Pg - 3288-3292  
 GARY W. OTT  
 RECORDER, SALT LAKE COUNTY, UTAH  
 GOLDEN EAGLE OIL REFINERY  
 1474 W 1500 S  
 WOODS CROSS UT 84087  
 BY: LDT, DEPUTY - WI 5 P.

### ROAD LICENSE AGREEMENT

THIS ROAD LICENSE AGREEMENT, made this 29<sup>th</sup> day of July, 1999, is by and between KENNECOTT UTAH COPPER CORPORATION, a Delaware Corporation, of 8315 West 3595 South, P.O. Box 6001, Magna, Utah 84044-6001 ("Licensor"), and VALLEY OIL TRANSPORTATION, INC., a Utah corporation, with an address at 1474 West 1500 South, Woods Cross, Utah 84087 ("Licensee").

For and in consideration of the mutual promises and agreements contained herein and other good and valuable consideration, Licensor hereby grants to Licensee, without warranties of title, a revocable, nonexclusive license for access over and across that certain roadway generally described as the underpass access at 7200 West near I-80 in SE SE SE Section 33, Township 1 North, Range 2 West, Salt Lake Base and Meridian (the "License"). The approximate course and direction of said roadway is shown on the map attached hereto, marked Exhibit "A" (the "Road"). The License is granted for the following uses, and is subject to the following agreements, terms and conditions:

1. Authorized Uses. Licensee's use of the Road shall be limited to such transportation of equipment and personnel to and from Licensee's property, as may be necessary for the operation and maintenance of Licensee's transloading facility. In particular, no hunting or firearms are permitted on the Road or on any of Licensor's property, and use of the Road to access other properties for hunting purposes is also prohibited. Unauthorized use of the Road for any purpose other than for uses authorized under this License Agreement will result in the cancellation of the Agreement.

2. Licensor reserves the right to place a gate across the road. If a gate is used to close the road Licensor will issue two keys to Licensee for Licensor's security gate to the Road, which key may not be duplicated or given to anyone other than representatives of Licensee.

- a) Upon termination of this Agreement, Licensee shall return all keys to Licensor.
- b) Licensee shall abide by Licensor's security procedures relative to locking all gates associated with the Road.
- c) Licensee agrees to comply with all reasonable rules of Licensor applicable to its occupancy which are timely furnished to Licensee. Said rules include but are not limited to: No alcohol, illegal drugs, firearms, explosives, or hunting are allowed on the property of Licensor. All vehicles and individuals are subject to search at any time at the discretion of Licensor.

3. License Fee. Licensee will pay to Licensor a license fee of \$500.00 per calendar year while the License remains in effect, which amount is to be paid on or before December 31 of each year beginning with the 1999 calendar year.

4. Nonexclusive License. The Licensee's right to use the Road is nonexclusive and is subject to Licensor's use of the Road, to existing access license agreements and to such other license agreements as Licensor may grant in the future to third parties.

5. Condition and Maintenance of the Road. Licensee accepts the Road "as is", and Licensor makes no representation as to the condition of the Road or the fitness of the Road to support traffic or the particular type of vehicles that Licensee intends to use on the Road. Licensee shall repair and maintain the road in its condition (or better) as of the date of execution of this license.

6. Limitations on Exercise of the License. Licensee's use of the License is subject to the following restrictions:

a) Licensee shall use due care to eliminate fire hazards and to prevent injury to or undue molestation of the livestock on or near the Road.

b) Licensee's use of the Road shall be undertaken in such a manner as to minimize soil erosion and other damage to the terrain posed by the existence of the Road.

c) Licensee shall not dispose of any petroleum-based substance or any other toxic or hazardous substances upon the Road or any of Licensor's other Property.

d) In exercising its rights to use the Road, the Licensee shall obey all applicable federal, state or local statutes, laws and regulations, including traffic laws and laws relating to worker's compensation and safety.

7. Licensor's Rights. Licensor reserves the following rights with respect to the Road:

a) the right to relocate all or portions of the Road or the gates on the Road when desired at Licensor's sole discretion;

b) the right to exclude from the Road any person at any time; and

c) the right and privilege at any and all times hereinafter to discharge through the medium of the air upon each and every portion of the Road, any and all gases, dust, dirt, fumes, particulates and other substances and matter which may be released, given, thrown, or blown off, emitted or discharged in the course of, by, or through the existence of or operations of any and all smelting plants, reduction works, mines, mills, refineries, manufactories, tailing deposits, and other works and factories which now are, or which may hereafter at any time be established or operated by Licensor or by its successors, grantees, Licenses, licensees, or assigns, within Salt Lake or Tooele Counties, State of Utah.

8. Indemnity. Licensee agrees to indemnify and save Licensor and its affiliates harmless against any and all loss and expense, including attorney's fees and other legal expenses, by reason of liability imposed or claimed to be imposed by law upon Licensor arising out of or in any manner connected with Licensee's or its agents' and invitees' use of the Road or the ingress and egress thereto, including liability and claims for damage because of 1) bodily injuries, including death at any time resulting therefrom, to any person or persons, including the employees of Licensee or Licensee's contractors and subcontractors; 2) damage to property sustained by any person or persons; and 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. Without limiting the generality of the foregoing, Licensee's obligations to indemnify Licensor shall extend to any such liabilities or claims that may arise out of any defect in or dangerous condition affecting the Road or the ingress and egress thereto. Licensee shall be obligated to indemnify Licensor and its affiliates against such liabilities and claims whether or not such bodily injuries, death or damage to property 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 Licensee, Licensor, or any other person or organization or the employees or any of them, but excluding any liability caused by the sole negligence or the willful misconduct of Licensor that is unrelated to the condition or maintenance of the Road or the ingress or egress thereto.

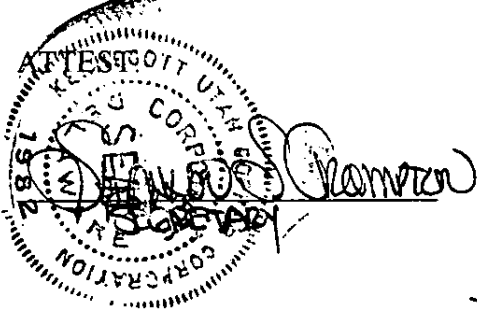
9. Insurance. Licensee shall maintain the following minimum insurance coverage: general public liability insurance, including automobile coverage, with a bodily injury and property damage combined single limit of not less than \$2,000,000.00 per accident. At the time this License Agreement is executed, Licensee shall deliver certificates of insurance evidencing the insurance required by this License Agreement. All insurance policies shall be endorsed to include Licensor as an additional insured and shall provide for at least ten days' written notification to Licensor prior to the cancellation of any such policy. The obligation of Licensee specified above to defend, indemnify, protect and hold harmless Licensor is not limited to or by the insurance coverage required under this paragraph.

10. Licensee's Default. In the event Licensee violates any term or terms of this License, in addition to its other remedies as by law provided, Licensor at its option, and upon written notice to Licensee, may immediately terminate this License.

11. Termination. Licensor may at any time terminate and cancel this License upon thirty (30) days' written notice by certified mail to Licensee. Licensee may terminate this License at any time upon written notice by certified mail to Licensor.

12. Assignment. Licensee shall not sell or assign this License or any interest therein or sublet the premises or any part thereof.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed on the first day above written.



KENNECOTT UTAH COPPER CORPORATION

By [Signature]

Its General Manager HSE & Technical Services

*[Handwritten initials]*

ATTEST:

\_\_\_\_\_

VALLEY OIL TRANSPORTATION, INC.

By \_\_\_\_\_

Its \_\_\_\_\_

NO ACKNOWLEDGEMENT  
CO. RECORDER

**EXHIBIT "A"**

A parcel of land in the Southwest Quarter of Section 34, Township 1 North, Range 2 West, and in the Northwest Quarter of Section 3, Township 1 South, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:

BEGINNING at a point which is North 89°58'30" East 268.41 feet along the section line from the rivet marking the Southwest Corner of said Section 34, said point being at the Westerly edge of a railroad bumper on the Salt Lake Garfield and Western Railroad; thence North 00°01'30" West 66.17 feet to the Southerly right of way and no access line of the I-80 Freeway On Ramp known as "D Line"; thence North 89°56'16" East (Record East) 77.49 feet along said Southerly line; thence continuing along said Southerly line North 70°56'16" East (Record North 71°00'00" East) 256.83 feet; thence leaving said Southerly line North 89°58'30" East 1853.57 feet along a line being 150.00 feet, perpendicularly measured Northerly, from the Southerly section line of said Section 34, said line also being the Northerly boundary line of said Railroad property; thence South 00°01'30" East 183.00 feet; thence South 89°58'30" West 2173.85 feet along a line being 17.00 feet, perpendicularly measured Northerly, from the Southerly boundary line of said Railroad property; thence North 00°01'30" West 33.00 feet to the point of beginning.

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04/01/98 11:43 AM 12.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
MERRILL TITLE  
REC BY: R JORDAN , DEPUTY - WI

BK 7929 PG 2070