

WHEN RECORDED RETURN TO
SAVAGE BROTHERS
P.O. BOX 186
AMERICAN FORK, UTAH 84003

15979

EASEMENT

Access Road

Fund: School
Right of Way No. 1925

UTAH COUNTY CLERK
DEPUTY CLERK
ABS INC

1982 JUN 28 AM 10:09

RECORDED AT THE REQUEST OF
Savage Brothers

15979

THE STATE OF UTAH, by and through the Division of State Lands, Grantor, in consideration of the payment of \$178.80, plus a \$20.00 application fee, receipt of which is acknowledged, and the promise of the Grantee to pay \$10.00 to the Grantor on or before 1 January 1983, and every third year thereafter, or within 10 days of notice from Grantor that payment is due, hereby grants to Nitrate Service Corporation, P.O. Box 36, American Fork, Utah 84003, Grantee, an easement for a road right of way on State lands described as follows:

Township 6 South, Range 1 West, SLB&M
Section 3: Utah County

Beginning at a point (station 00) located on the center of an existing graveled road 893.90 ft. S 64° 01' 53" W. of the section corner monument of section 34 and 35; Township 5 South, Range 1 West; and Section 2 and 3; Township 6 South, Range 1 West; thence in a southeasterly direction as indicated by the following table:

<u>Station #</u>	<u>Distance to Next Station</u>	<u>Bearing to Next Station</u>
00	19.07'	S 62° 26' 39" E
01	96.36'	S 80° 36' 59" E
02	92.14'	S 76° 26' 17" E
03	94.11'	S 55° 19' 08" E
04	89.21'	S 55° 29' 27" E
05	91.62'	S 55° 19' 17" E
06	95.65'	S 55° 16' 33" E
07	90.97'	S 55° 06' 35" E
08	92.70'	S 52° 25' 06" E
09	90.57'	S 42° 29' 51" E
10	86.10'	S 42° 10' 30" E
11	45.55'	S 42° 31' 04" E
12	Property Line	

For a total distance of 984.05 ft. from the center line of the existing road to the property line, which is the section line between Section 2 and Section 3.

TO HAVE AND TO HOLD until Grantee, its successors and assigns shall fail to make any payment in accordance with its promise above set forth, but upon such failure, the right hereby granted shall terminate.

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 which may arise from the construction and maintenance of said road, so long as the easement shall remain in force and effect.

GRANTEE shall further agree that the right of way and all described areas shall be rehabilitated and seeded as determined by the Grantor.

GRANTEE shall have sixty (60) days after the expiration of the terms of this easement to remove said road. 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.

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.

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THE GRANTEE COVENANTS and AGREES to relocate its facilities hereunder, at its own expense, in the event relocation is necessary for the construction of highways by the State of Utah, or any subdivision thereof, unless proportionate reimbursement of such costs has been obtained by the State of Utah or any such subdivision, pursuant to statutes of the State and the United States then in force, in which event the Grantee will be reimbursed for such costs in accordance with the applicable rules and regulations.

GRANTEE shall at all times observe reasonable precautions to prevent fire on the premises and shall conform to all applicable laws and regulations of any governmental agency having jurisdiction, and shall agree to reimburse the GRANTOR for the actual costs of suppressing fires upon the lands where the GRANTOR may have expended monies in so doing or may be responsible to others for the cost of suppressing fires thereon.

Surface areas will be cleaned of all trash and debris to the satisfaction of the GRANTOR.

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.

GRANTEE, in exercising the privileges granted by this lease, 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 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 the ingress and egress and access to and from the lands owned by Grantor on both sides of said easement.

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 right of way; provided that no drilling of oil wells or mining shafts is being conducted within the boundaries of said right of way.

GRANTOR claims title in fee simple, but does not warrant to Grantee the validity of title to the leased 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 area of operation at a later date and recall Grantee for correction of any violations of the above stipulations.

IN WITNESS WHEREOF, the State of Utah, by and through its Board of State Lands has caused these presents to be executed this 27th day of May, 1980, by its Director, duly authorized by a resolution of said Board dated June 21, 1978.

GRANTOR: STATE OF UTAH
Division of State Lands
231 East 400 South
Salt Lake City, Utah 84171

By:


WILLIAM K. DINEHART, DIRECTOR

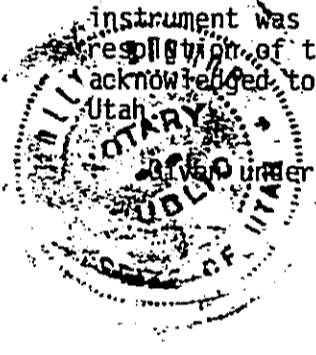
Kull

GRANTEE: NITRATE SERVICE CORPORATION
P.O. Box 36
American Fork, Utah 84003

By: Richard Clayton

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On this 27th day of May, 1980, personally appeared before me William K. Dinehart, who being by me duly sworn did say that he is the Director of the Division of State Lands of the State of Utah, and said instrument was signed in behalf of the said Division of State Lands by resolution of the Board of State Lands, and said William K. Dinehart acknowledged to me that said Board executed the same in behalf of the State of Utah.



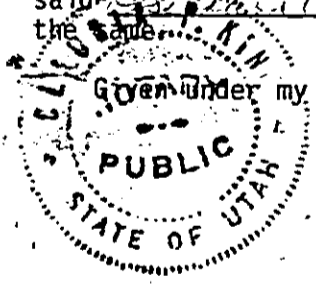
Given under my hand and seal this 27th day of May, 1980.

Molly Bishop, LLC, Utah
Notary Public, residing at:

My Commission Expires: 12/1/83

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

On the 19th day of May, 1980, personally appeared before me Richard Clayton, who being by me duly sworn did say that he is the Sales Representative of Nitrate Service Corp, and that said instrument was signed in behalf of said Nitrate Service Corp, and said Richard Clayton acknowledged to me that said company executed the same.



Given under my hand and seal this 19th day of May, 1980.

Claudia P. King
Notary Public, residing at:
American Fork, Utah

My Commission Expires:
1-3-84

APPROVED AS TO FORM:
ROBERT B. HANSEN
ATTORNEY GENERAL

By: [Signature]

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