

ATTN. KEITH HANSEN  
KENNECOTT - UTAH COPPER  
P. O. BOX 525  
BINGHAM CANYON, UTAH 84006-0525



5834582

CORRECTION EASEMENT

05/27/94 11:17 AM 5834582 20.00  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
KENNECOTT - UTAH COPPER  
REC BY: B GRAY DEPUTY - WI  
ROAD  
Fund: School  
Right-of-Way No. 3400

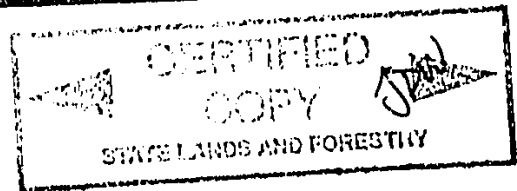
THE STATE OF UTAH, by and through the Division of State Lands and Forestry, GRANTOR, in consideration of the payment of \$7,290.00 plus a \$50.00 application fee, receipt of which is acknowledged, hereby grants to Kennecott Corporation, a Delaware corporation, P. O. Box 525, Bingham Canyon, Utah 84006-0525, GRANTEE, a perpetual right-of-way easement (the "Easement") running from the west line of Section 28, through the Utah State parcel to the east line of the Southwest Quarter of said Section 28, described as follows:

Beginning at a point in the centerline of said access road, which point is N. 0°12'22" W. 1949.61 feet along the section line from the Southwest Corner of Section 28, T.2 S., R.2 W., S.L.B. & M. and running thence along the arc of a 162.88-foot radius curve to the right 5.36 feet (chord bears S. 44°08'27" E. 5.36 feet); thence S. 43°11'54" E. 146.18 feet; thence S. 43°35'54" E. 124.38 feet to a 479.99-foot radius curve to the left; thence along the arc of said curve 175.89 feet (chord bears S. 54°05'45" E. 174.90 feet); thence S. 64°35'36" E. 112.85 feet to a 422.23-foot radius curve to the right; thence along the arc of said curve 200.00 feet (chord bears S. 51°01'25" E. 198.14 feet); thence S. 37°27'14" E. 264.54 feet; thence S. 33°56'41" E. 197.72 feet to a 877.27-foot radius curve to the left; thence along the arc of said curve 330.00 feet (chord bears S. 44°43'16" E. 328.06 feet); thence S. 55°29'51" E. 241.52 feet; thence S. 47°05'45" E. 190.14 feet; thence S. 61°12'02" E. 213.75 feet; thence S. 53°02'07" E. 204.01 feet; thence S. 59°23'24" E. 310.31 feet to a 288.55-foot radius curve to the left; thence along the arc of said curve 160.00 feet (chord bears S. 75°16'32" E. 157.96 feet); thence N. 88°50'21" E. 297.54 feet to a 492.64-foot radius curve to the left; thence along the arc of said curve 250.00 feet (chord bears N. 74°18'05" E. 247.33 feet); thence N. 59°45'48" E. 23.01 feet to the east line of the Southwest Quarter of said Section 28, from which the South Quarter Corner of said Section bears S. 1°24'44" E. along the quarter section line 322.86 feet.

To have and to hold unto GRANTEE, its successors and assigns, forever.

This Correction Easement is executed and delivered to correct an error in the legal description in that certain Easement granted by the

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State of Utah to Kennecott Corporation on December 15, 1988, recorded in Book 6169, Pages 2605-09, of the Deed Records of the Salt Lake County Recorder.

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 (including expenses for attorney's fees) which may arise from the construction, operation, and maintenance of said road, until such time as the Easement is abandoned in the manner prescribed herein.

Should GRANTEE elect to abandon the Easement, GRANTEE shall have sixty (60) days after such abandonment to remove said road. Such removal shall be at the GRANTOR'S option. 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 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. In the event such suppression action is necessary, GRANTOR shall exert reasonable efforts to avoid the destruction of the road located on the Easement.

In the event GRANTEE elects to abandon the Easement, GRANTEE, at GRANTOR'S option, shall surrender to GRANTOR said lands covered thereby 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 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.

GRANTOR herein reserves the right to utilize said right-of-way and Easement for access to and from the lands owned by GRANTOR on both sides of said Easement. In exercising such right, GRANTOR shall take

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such action as is reasonably necessary to avoid interfering with the GRANTEE'S use and enjoyment of the Easement.

GRANTOR expressly reserves the right to lease the minerals underlying the Easement for the exploration, development, and production of oil, gas, and other minerals. GRANTOR shall also have the right to grant a right of ingress and egress to the lessee of such minerals, provided that no drilling of oil wells or mine shafts shall be permitted on the Easement, and provided further that any lessee of the minerals underlying the Easement exercising such rights of ingress and egress shall take all actions reasonably necessary to avoid interfering with GRANTEE'S use and enjoyment of the Easement.

If GRANTEE elects to abandon the Easement, it shall provide written notice of such abandonment to GRANTOR. The abandonment shall not be effective until such notice is hand delivered to GRANTOR or deposited in the U.S. Mail, postage prepaid by certified or registered mail. Such abandonment shall operate as a reversion of the real property interest herein granted to GRANTOR.

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 State of Utah. GRANTEE shall report any discovery of a "site" or "Specimen" to the Division of State History in compliance with the provisions of Section 63-18-27, Utah Code Annotated (1953), as amended.

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.

GRANTOR reserves the right to inspect the Easement at a later date and require GRANTEE to initiate and diligently pursue actions directed at curing any breach of the above covenants. If the GRANTEE fails to cure such breach within a reasonable time, the GRANTOR shall, after thirty (30) days' written notice, be entitled to injunctive relief and/or damages with respect to such breach. In no event will such breach result in a forfeiture of the interest herein conveyed.

The Easement and all rights and duties attendant and appurtenant thereto may be freely assigned and delegated, whether by lease, assignment, license, or otherwise. Such assignment shall not be effective until such notice is provided. Such notice shall be hand delivered to GRANTOR or deposited in the U.S. Mail, postage prepaid by certified or registered mail. The rights and duties prescribed herein

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shall inure to the benefit of and be binding upon any assignee, lessee, or licensee hereunder.

This Easement shall be interpreted and governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the State of Utah, by and through Division of State Lands and Forestry, has caused these presents to be executed this 26 day of March, 1993, by the Director.

GRANTOR: STATE OF UTAH  
Div. of State Lands & Forestry  
3 Triad Center, Suite 400  
355 West North Temple  
Salt Lake City, UT 84180

By: [Signature]  
~~DECK MITCHELL~~ KEVIN S. CARTER  
Director ACTING DIRECTOR

APPROVED AS TO FORM:  
R. PAUL VAN DAM  
ATTORNEY GENERAL

By: [Signature]

GRANTEE: KENNECOTT CORPORATION  
A Delaware corporation  
P. O. Box 525  
Bingham Canyon, UT 84006-0525

By: [Signature]  
P. U. Bernhisel  
Sr. Vice President, Finance/Law

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

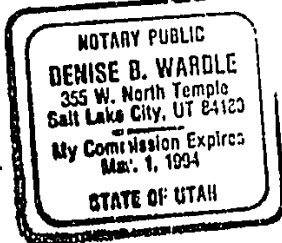
On this 26<sup>th</sup> day of March, 1993, personally appeared before me KEVIN S. CARTER, who being by me duly sworn, did say that he is the Director of the Division of State Lands and Forestry of  
ACTING

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the State of Utah and the signer of the above instrument, who duly acknowledged that he executed the same.

Denise B Wardle  
NOTARY PUBLIC  
Residing at SLC UT



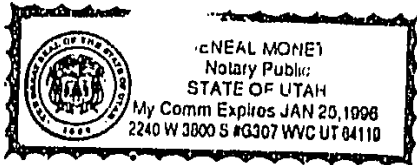
My Commission Expires: 3-1-94

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

On this 15<sup>th</sup> day of March, 1993, personally appeared before me P. J. BERNHISEL, who being by me duly sworn, did say that he is the Senior Vice President of Finance & Law of Kennecott Corporation and the signer of the above instrument, who duly acknowledged that said company executed the same.

Geneal Monik  
NOTARY PUBLIC  
Residing at Salt Lake County, UT

My Commission Expires: 1-25-96



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**State of Utah**  
 DEPARTMENT OF NATURAL RESOURCES  
 DIVISION OF STATE LANDS AND FORESTRY



Michael O. Leavitt  
 Governor  
 Ted Stewart  
 Executive Director  
 Scott Hirachi  
 Division Director

3 Triad Center, Suite 400  
 355 West North Temple  
 Salt Lake City, Utah 84180-1204  
 801-538-5508  
 801-355-0922 (Fax)

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

I, Teresa Wilhelmsen, Office Technician, of the Division of State Lands and Forestry of the State of Utah, do hereby certify that the foregoing is a full, true, and correct copy of Right-of-Way No. 3400, Correction Easement, which is on file in the State Lands and Forestry Office, 355 West North Temple, 3 Triad Center, Suite 400, Salt Lake City, UT 84180-1204.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the State Lands and Forestry Office, this 25th day of May, 1994.

*Teresa Wilhelmsen*  
 TERESA WILHELMSEN  
 OFFICE TECHNICIAN

tdw



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