

AFTER RECORDING PLEASE RETURN TO:

UNEV Pipeline, LLC  
2100 N Redwood Road  
Suite 85  
Salt Lake City, UT 84116

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12/30/2008 01:24 PM \$165.00  
Book - 9669 Pg - 4946-5013  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
UNEV PIPELINE LLC  
2100 N REDWOOD STE 85  
SLC UT 84116  
BY: ZJM, DEPUTY - WI 68 P.

Tax Parcel Nos.

14-04-100-001, 07-33-400-001, 07-33-400-002, 07-33-300-001, 07-32-400-003, 07-32-351-005,  
07-32-351-004, 07-32-351-001, 07-31-300-002, 06-36-100-002, 06-35-400-003, 06-35-376-001,  
13-02-226-005, 13-02-126-001, 13-02-101-002, 13-02-300-001, 13-03-200-002, 13-03-400-002,  
13-10-100-001, 13-09-400-001, 13-16-100-004, 13-17-400-002, 13-20-100-001, 13-19-200-002,  
04-060-0-0002, 04-062-0-0001, 04-065-0-0020, 04-065-0-0003, 04-065-0-0008, 04-065-0-0016,  
04-065-0-0012, 04-071-0-0015, 04-070-0-0015, 04-070-0-0020, 04-070-0-0017, 05-017-0-0019,  
05-021-0-0017, 05-028-0-0033, 05-028-0-0033, 05-028-0-0030, 05-028-0-0037, 05-027-0-0009,  
05-027-0-0008

**GRANT OF EASEMENT AGREEMENT**

This GRANT OF EASEMENT AGREEMENT (the “**Agreement**”) is executed effective as of the Effective Date (as defined below), by and between UNEV Pipeline, LLC, a Delaware limited liability company (“**UNEV**”), and Kennecott Utah Copper Corporation, a Delaware corporation (“**Kennecott**”) (individually “**Kennecott**” and “**UNEV**” are sometimes referred to in this Agreement as a “**Party**” and collectively, the “**Parties**”).

**RECITALS**

- A. UNEV intends to construct a portion of an underground 12-inch refined petroleum products pipeline (the “**Pipeline**”) over and across a large parcel of property owned by Kennecott.
- B. Kennecott conducts a large and complex mining and mineral processing operation on its property.
- C. Kennecott has agreed to grant an easement to UNEV for purposes of constructing installing, maintaining, operating, repairing, replacing, inspecting, protecting, and removing the Pipeline, subject to the terms of this Agreement.
- D. The parties wish to enter in this Agreement to provide the terms and conditions relating to UNEV’s operations on the Easement Areas and the Kennecott Property (each as defined below).

**AGREEMENT**

**NOW, THEREFORE**, for and in consideration of the promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties grant and agree as follows:

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4853-0476-8515.11

BK 9669 PG 4946

1. **Definitions.** In addition to the terms defined elsewhere in this Agreement, for purposes of this Agreement, the following terms are defined as follows:

1.1 **"Affiliate"** means any person that directly or indirectly Controls, is Controlled by, or is under common Control with, a Party and the term **"Control"** used as a verb means, when used with respect to an entity, the ability, directly or indirectly through one or more intermediaries, to direct or cause the direction of the management and policies of such entity through (a) the legal or beneficial ownership of voting securities or membership interests; (b) the right to appoint managers, directors, or corporate management; (c) contract; (d) operating agreement; (e) voting trust; or otherwise; and, when used with respect to an individual, means the actual or legal ability to control the actions of another, through family relationship, agency, contract, or otherwise; and **"Control"** used as a noun means an interest which gives the holder the ability to exercise any of the foregoing powers.

1.2 **"Claims"** means collectively, any and all actions, cause of actions, suits, audits, proceedings, claims, assessments, fines, penalties, financial responsibility requirements, deficiencies, investigations, or demands of any kind, including third party claims, whether at law, in equity, and whether or not before any court, administrative law judge, arbitrator, mediator, or other tribunal or governmental body, seeking to impose any Losses and Liabilities.

1.3 **"Construction Work Plan"** has the meaning given it in Section 4.1 hereof.

1.4 **"Easement"** means the easement granted by Kennecott to UNEV as described in Section 2 hereof.

1.5 **"Easement Areas"** means the real property more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference.

1.6 **"Easement Facilities"** means the Pipeline and related facilities as described in Section 2 hereof.

1.7 **"Easement Operations"** mean any activities by UNEV within the Easement Areas that are permitted under this Agreement.

1.8 **"Environmental Claims"** mean any and all Claims, Losses and Liabilities of any kind or of any nature whatsoever arising out of, based on, or resulting from (i) the presence, release, threatened release, discharge, or emission into the environment of any Hazardous Materials now existing or hereafter deposited, placed, stored, or arising on, beneath, or above the Kennecott Property or the Easement Areas, and the emissions (to water, groundwater, soil, air, and otherwise) and products of the same, and/or emanating or migrating and/or threatening to emanate or migrate from the Kennecott Property or the Easement Areas to off-site properties; (ii) the violation or alleged violation of any Environmental Laws; or (iii) exposure of Hazardous Materials to humans, animals, or the environment, and which are asserted against a Party by any person or entity (including, without limitation, liabilities for studies, testing or investigatory costs, cleanup costs, response costs, removal costs, remediation costs, containment costs, restoration costs, corrective action costs, closure costs, reclamation costs,

natural resource damages, property damages, business losses, personal injuries, toxic torts, penalties, or fines).

1.9 “**Environmental Law**” means all applicable Laws now existing or hereafter promulgated by any governmental body that relate in each case to the protection of the environment including without limitation, environmental, health or safety laws, regulations, governmental authorizations, ordinances, and rules, and the common law relating to the use, refinement, recycling, handling, treatment, removal, storage, production, manufacture, transportation, disposal, emissions, discharges, releases or threatened releases of Hazardous Materials, or otherwise relating to pollution or protection of human health or the environment or to emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or wastes into the environment (including, without limitation, ambient air, soil, surface water, ground water, wetlands, natural resources, land surface or subsurface strata), or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, chemicals or industrial, toxic or Hazardous Material or wastes, as the same may be amended or modified, and as now existing or hereafter adopted. Environmental Laws include, without limitation, the statutes listed below, as have been amended from time to time: The Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 *et seq.*); the Federal Solid Waste Act as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§ 6901 *et seq.*); the Clean Air Act (42 U.S.C. §§ 7401 *et seq.*); the Federal Water Pollution Control Act (33 U.S.C. §§ 1251, *et seq.*) (commonly referred to as Federal Clean Water Act of 1977; the Safe Drinking Water Act (42 U.S.C. §§ 300f *et seq.*); the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. §§ 9601 *et seq.*); the Toxic Substances Control Act (15 U.S.C. §§ 2601 *et seq.*); the Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 11001, *et seq.*); the Occupational Safety and Health Act (26 U.S.C. §§ 651 *et seq.*); the Pollution Prevention Act of 1990 (42 U.S.C. §§ 13101 *et seq.*); the Atomic Energy Act of 1954, 68 Stat. 919; the Energy Supply and Environmental Coordination Act of 1974 (15 U.S.C. §§ 791 *et seq.*); the Mine Safety and Health Act of 1977 (Pub. L. 91-173, as amended by Pub. L. 95-164); the Uranium Mill Tailings Radiation Control Act (42 U.S.C. §§ 7901 *et seq.*); Federal Insecticide, Fungicide, and Rodenticide Act; the Federal Pesticide Act of 1978 (7 U.S.C. §§ 136 *et seq.*); and other corresponding or analogous state and local laws, regulations and ordinances.

1.10 “**Hazardous Materials**” means any material or substance now or hereafter: (i) the presence and/or amount of which requires reporting, investigation, corrective action, removal, or remediation under any Environmental Laws; (ii) that is defined as a “hazardous waste,” “hazardous substance,” “toxic pollutant,” or “contaminate” under any Environmental Laws; (iii) that is toxic, explosive, corrosive, flammable, ignitable, infectious, radioactive, reactive, carcinogenic, mutagenic, or otherwise hazardous and is regulated under any Environmental Laws; (iv) the presence of which on lands causes or threatens to cause a nuisance upon the lands or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the lands; (v) that contains gasoline, diesel fuel, or other petroleum hydrocarbons; or (vi) that contains PCBs, asbestos, or urea formaldehyde foam insulation; or (vii) “Hazardous Waste” as defined under applicable Environmental Laws.

1.11 “**Kennecott Parties**” means Kennecott and its Affiliates and each of their officers, directors, employees, and agents.

1.12 “**Kennecott Property**” means any and all land and improvements thereon owned or controlled by Kennecott or its Affiliates other than the Easement Areas.

1.13 “**Laws**” means collectively all present and future federal, state and local laws, orders, rules, regulations and requirements of every duly constituted government authority, agency or instrumentally, that may be applicable in respect of this Agreement and the Easement Operations, and shall include, without limitation, the Administrative Order of Consent in the Matter of North Facilities Soils and Wastewater Treatment Plant Ponds, Salt Lake County, Utah Site No. 4B, US EPA Region VIII Docket No. CERCLA-VIII-95-04 applicable to portions of the Kennecott Property and the Easement Areas.

1.14 “**Losses and Liabilities**” mean any and all losses and liabilities, regardless of whether such liabilities are based upon contract, warranty, tort (including negligence of any nature), strict liability, violation of Laws, or other legal theory, damages, losses, obligations, debts, judgments, costs, expenses (including, without limitation, actual attorneys’ fees, costs, and expenses and expert witness/consultant fees, costs, and expenses, incurred in investigating, preparing, defending against, or prosecuting any Claim), duties, damages (including special, punitive, and consequential damages to third parties), and other losses and liabilities howsoever characterized, whether known or unknown, accrued or unaccrued, actual, contingent, or otherwise under generally accepted principles of law or under GAAP, and any and all potential losses and liabilities arising out of any and all Claims. Losses and Liabilities shall include diminution in value, removal and remediation requirements and expenses, and other losses and liabilities, howsoever characterized, including without limitation, interest, penalties, cost of investigation and defense, and reasonable attorneys’ and other professional fees and expenses. Losses and Liabilities shall include any economic loss resulting from an interruption or disturbance to Kennecott’s operations, including the operation of the smelter located on the Kennecott Property.

1.15 “**Monitoring Work Plan**” has the meaning given it in Section 4.2 hereof.

1.16 “**Personnel**” means collectively a Party’s respective directors, officers, employees, agents, contractors, subcontractors, advisors, consultants or representatives.

1.17 “**UNEV Parties**” means UNEV and its Affiliates and each of their officers, directors, employees, and agents.

## **2. Grant of Easement.**

2.1 Kennecott hereby grants, without warranty of title and subject to existing third party rights of record as of the date hereof, to UNEV and its successors and assigns, a perpetual, non-exclusive easement (the “**Easement**”) on, over, under, across, and through the Easement Areas to construct, install, maintain, operate, repair, replace, inspect, protect, change the size of, and remove the underground 12-inch Pipeline and associated facilities and appurtenances, for the transportation of liquid crude oil and petroleum products and byproducts thereof, in connection with the conduct of its business, at times or from time to time, as may be

necessary or convenient thereto, including but not limited to valves, meters, communication or control facilities (collectively, the “**Easement Facilities**”). UNEV acknowledges that industrial operations, including mining and mineral processing operations, have been, are, and in the future will be, operated or occurring on portions of the Easement Area and the Kennecott Property and/or properties in the vicinity of the Easement Area. UNEV also acknowledges that Kennecott has granted utility easements of record to third parties in the vicinity of the Easement Area and may have granted utility easements of record to third parties within the Easement Area and such third parties may own and operate utility and other facilities on or in the vicinity of the Easement Area. UNEV accepts the Easement with full knowledge of the nature and character of the potential or actual former and current Kennecott and third party operations and/or future Kennecott operations and the hazards which have, are, or may possibly result from, such Kennecott or third party operations.

2.2 The Easement is granted together with a right of ingress and egress to and from the Easement Areas, is subject to the terms and restrictions of this Agreement, and is for the purposes of constructing, inspecting, repairing, maintaining, operating, repairing, protecting, modifying, and replacing the Easement Facilities, and the removal of same, in whole or in part.

2.3 During construction of the Pipeline and Easement Facilities, Kennecott hereby grants to UNEV, without warranty of title, a temporary construction easement on, over, across, and through a portion of the Kennecott Property adjacent to the Easement Areas, which temporary easement area is described and depicted on Exhibit A attached hereto and incorporated herein by reference. This temporary construction easement shall terminate upon completion of the construction contemplated herein but no later than the date set forth in the Construction Work Plan (as defined in Section 4 hereof), subject to typical force majeure events. During such construction, the temporary easement areas shall be considered part of the Easement Areas and UNEV shall comply with all terms of this Agreement.

2.4 The use of the Easement by UNEV shall be in a manner calculated to not unreasonably interfere with, disrupt, obstruct, or otherwise impede the ownership, use, and enjoyment by Kennecott of the Easement Areas, consistent with UNEV’s use of the Easement as described herein. Kennecott reserves for itself and its invitees and licensees, and UNEV acknowledges, the right to enter or use the Easement Areas for any purpose. Kennecott shall not unreasonably interfere with, disrupt, obstruct or otherwise impede the use of the Easement Areas by UNEV and shall not damage or interfere with the Easement Facilities. Notwithstanding anything to the contrary in this Agreement, for safety reasons and to protect and maintain the proper operation of the Easement Facilities, no structure, obstruction, reservoir, excavation, or change in the surface grade shall be constructed, created, or maintained by Kennecott on, over, along or within the Easement Areas or any portion thereof, without UNEV’s prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, UNEV’s consent shall not be required for activities which do not impact the operation of the Easement Facilities, such as roads, fences, and other improvements and activities; provided that (a) in no event shall Kennecott place or allow to be placed any items or otherwise disturb the area located within twenty-four inches (24”) of the Pipeline or place or allowed to be placed any item or road or allowed to be driven above the Pipeline any vehicle weighing more than the maximum amount allowed on county roads located in Salt Lake County, Utah as of the Effective Date; (b) no building other permanent structure shall be located on the

Easement Areas; and (c) in connection with UNEV's use of the Easement Areas in accordance with this Agreement, in the event UNEV desires to remove any road, fence, or other improvement installed on the Easement Area, UNEV shall coordinate such removal and replacement (if required by Kennecott) with Kennecott and such work shall be included in a Construction Work Plan and shall be done at UNEV's sole cost and expense.

**3. Easement Operations – General Obligations.**

3.1 UNEV shall construct and install, or cause to be constructed or installed on its behalf, the Easement Facilities at its sole cost and expense. UNEV shall be solely responsible, at its expense, for the proper maintenance, operation, repair, replacement, inspection, protection, and removal of all Easement Facilities. In no event shall use of or access to the Easement Area materially interfere with the operations on the Kennecott Property, nor shall UNEV cause or allow the disturbance of any other portion of the Kennecott Property or entrance onto the Kennecott Property except as otherwise permitted herein.

3.2 When the terms of this Agreement provide that UNEV shall comply with certain requirements, UNEV shall also cause compliance with such requirements by any contractor retained by UNEV who performs any work pursuant to this Agreement, as well as compliance with the same by any and all subcontractors, materialmen, and others engaged by such a contractor, and any person or entity having a direct or indirect contract with another subcontractor or materialman, to perform a portion of the work contemplated by this Agreement, or any service in connection with the same, or to supply materials and equipment in connection with the work contemplated by this Agreement.

3.3 Wherever UNEV enters onto the Easement Areas (and, if permitted, the Kennecott Property), UNEV shall conduct all of its activities on the Easement Areas and the Kennecott Property in a manner consistent with the best industry practices for pipeline installation in sensitive areas to minimize the risk of injury to property, operations or processes, and to persons thereupon or in the vicinity thereof. UNEV shall accommodate its operations to the reasonable convenience of Kennecott, and UNEV's work shall be conducted so as not to materially interfere with the operations of Kennecott. Without limiting the foregoing, the parties agree that any disruption of mining and mineral processing operations that is not contemplated by a Construction Work Plan or a Monitoring Work Plan and which could reasonably result in lost production and monetary loss by Kennecott shall be deemed material interference. If the interference is not contemplated by a Construction Work Plan and is unavoidable, UNEV shall not proceed with work activities until it shall have first obtained specific written authority and directions from Kennecott, which authority and directions shall not be unreasonably withheld, conditioned or delayed, and UNEV shall proceed in accordance with the directions given.

3.4 At all times while on Easement Areas (and, if permitted, the Kennecott Property), UNEV shall comply with the following requirements:

3.4.1 the terms of this Agreement;

3.4.2 all Laws, including Environmental Laws;

3.4.3 Kennecott Standards (as defined and as applicable under Section 3.5 hereof); and

3.4.4 All Construction Work Plans and Monitoring Work Plans (each as defined in Section 4 hereof).

3.5 UNEV shall have no right to enter onto or disturb any portion of the Kennecott Property, unless Kennecott approves a Construction Work Plan for any such entry or disturbance. To the extent that UNEV is permitted to access or perform any work on any portion of the Kennecott Property, UNEV shall also be required to comply with all written health, safety, security, and environmental policies and standards of Kennecott delivered to UNEV by Kennecott (the "**Kennecott Standards**"). Kennecott may amend the Kennecott Standards at any time, in which event Kennecott shall deliver to UNEV such amended Kennecott Standards and UNEV shall implement and comply with any and all such amended Kennecott Standards; provided that Kennecott shall have no right to amend the Kennecott Standards applicable to UNEV in a manner that materially impairs UNEV's access to the Easement Areas and UNEV's use of the Easement Facilities. In addition, if Kennecott determines in its reasonable discretion that UNEV may be subject to regulations of the U.S. Department of Labor, Mine, Safety, and Health Administration ("**MSHA**"), then whether the work to be conducted by UNEV is within the Easement Area or elsewhere on the Kennecott Property, UNEV and Kennecott shall negotiate in good faith to determine the applicable Kennecott Standards and any amendments thereto that are necessary for UNEV and Kennecott to comply with the regulations of the MSHA. UNEV acknowledges that the Kennecott Standards may, among other things, require the employees of UNEV and its contractors and subcontractors to perform certain training and may require UNEV and its contractors and subcontractors to submit certain information to a third party verification agency designated by Kennecott to verify compliance with the Kennecott Standards and the insurance requirements of this Agreement. UNEV shall bear the reasonable cost of such third party compliance certification.

3.6 UNEV shall not permit any lien or claim of mechanics or laborers to be filed against the Easement Areas or the Kennecott Property, or part or parts thereof, for any work, labor, or materials furnished, alleged to have been furnished, or to be furnished pursuant to any agreement by, through, or under the UNEV Parties ("**Lien**"). Within thirty (30) days after the date of the filing or recording of any such Lien, UNEV shall cause the same to be paid and discharged of record or to initiate proceedings challenging the validity of any such Lien. If such a proceeding results in a final judgment upholding the validity of the Lien, UNEV shall pay and discharge the Lien of record within thirty (30) days after the date of the entry of such judgment. If UNEV does not pay and discharge any such Lien within the above time periods, Kennecott may pay and discharge the Lien. In such event, the amount Kennecott paid to discharge the Lien shall be deemed to be an obligation of UNEV immediately owing to Kennecott. UNEV hereby indemnifies and holds harmless the Kennecott Parties and their respective Personnel, from and against any and all Claims and Losses and Liabilities arising out of or in any way connected with work performed or materials or supplies furnished for UNEV, its agents or employees. The terms of this Section 3.6 shall survive termination of this Agreement.

#### 4. Easement Operations – Work Plans

4.1 Not less than sixty (60) days prior to conducting any Easement Operations that would require any surface disturbance of the Easement Areas, or entrance onto the Kennecott Property, UNEV shall submit detailed construction plans and specifications for the proposed work to Kennecott (a “**Construction Work Plan**”). Prior to conducting any such work, UNEV shall obtain Kennecott’s written consent to the Construction Work Plan; provided, however that if Kennecott withholds consent to a Construction Work Plan, it shall (a) provide a written description of why it objects to any matters within the Construction Work Plan, and (b) reasonably cooperate with UNEV in attempting to develop a Construction Work Plan that would allow the proposed Easement Operations to be implemented without adversely affecting Kennecott’s operations, the improvements on the Kennecott Property, or the environmental condition of the subject property, or contains revisions which would otherwise cause Kennecott to approve the Construction Work Plan. If, when implementing an approved Construction Work Plan, UNEV encounters unexpected conditions or obstructions which differ materially from the conditions contemplated by an approved Construction Work Plan, UNEV shall cease work immediately and contact the Kennecott representative designated in the Construction Work Plan for guidance. To the extent UNEV needs or desires to materially deviate from any Construction Work Plan, it shall obtain Kennecott’s prior written consent prior to any material deviation from such plan. Notwithstanding any review, approval, or consent by Kennecott to a Construction Work Plan, UNEV shall not be released from its obligations under this Agreement, and Kennecott shall not assume any risk, duty, or liability to UNEV on account of such review, approval, or consent. UNEV acknowledges and agrees that Kennecott may, in its discretion, seek the approval of any outside agency to all or any portion of a Construction Work Plan, including the Utah Department of Environmental Quality or the Environmental Protection Agency. If Kennecott has not approved or disapproved a proposed Construction Work Plan or amendment, supplement, or revision thereto within fifteen (15) days of receipt of the same, UNEV may deliver notice to Kennecott requesting a response. Kennecott shall have an additional fifteen (15) days from receipt of such notice to approve or disapprove such proposed Construction Work Plan, amendment, supplement, or revision thereto. If Kennecott has not responded within such additional 15-day period, the proposed Construction Work Plan, amendment, supplement, or revision thereto shall be deemed approved. Within six (6) months following completion of construction of the Easement Facilities, UNEV shall provide to Kennecott copies of all engineering plans and strip maps (including drawing showing the depths of the Easement Facilities) relating to the Easement Facilities. Each approved Construction Work Plan shall be deemed a part of this Agreement. To the extent there is a conflict between any Construction Work Plan and this Agreement, the terms of this Agreement shall control unless otherwise expressly authorized in the relevant Construction Work Plan.

4.2 Not less than sixty (60) days prior to conducting any Easement Operations that would require any surface disturbance of the Easement Areas, UNEV shall submit a plan describing in detail the Easement Operations UNEV will undertake on the Easement Areas to monitor the operation of the Easement Facilities to maintain compliance with this Agreement (a “**Monitoring Work Plan**”). Prior to conducting any such work, UNEV shall obtain Kennecott’s written consent to the Monitoring Work Plan; provided, however that if Kennecott withholds consent to a Monitoring Work Plan, it shall (a) provide a written description of why it objects to any matters within the Monitoring Work Plan, and (b) reasonably cooperate with UNEV in



attempting to develop a Monitoring Work Plan that would allow the proposed Easement Operations to be implemented without adversely affecting Kennecott's operations, the improvements on the Kennecott Property, or the environmental condition of the subject property, or contains revisions which would otherwise cause Kennecott to approve the Monitoring Work Plan. If, when implementing an approved Monitoring Work Plan, UNEV encounters unexpected conditions or obstructions which differ materially from the conditions contemplated by an approved Monitoring Work Plan, UNEV shall cease work immediately and contact the Kennecott representative designated in the Monitoring Work Plan for guidance. To the extent UNEV needs or desires to materially deviate from any Monitoring Work Plan, it shall obtain Kennecott's prior written consent prior to any deviation from such plan. Notwithstanding any review, approval, or consent by Kennecott to a Monitoring Work Plan, UNEV shall not be released from its obligations under this Agreement, and Kennecott shall not assume any risk, duty, or liability to UNEV on account of such review, approval, or consent. If Kennecott has not approved or disapproved a proposed Monitoring Work Plan or amendment, supplement, or revision thereto within fifteen (15) days of receipt of the same, UNEV may deliver notice to Kennecott requesting a response. Kennecott shall have an additional fifteen (15) days from receipt of such notice to approve or disapprove such proposed Monitoring Work Plan, amendment, supplement, or revision thereto. If Kennecott has not responded within such additional 15-day period, the proposed Monitoring Work Plan, amendment, supplement, or revision thereto shall be deemed approved. Each approved Monitoring Work Plan shall be deemed a part of this Agreement. To the extent there is a conflict between any Monitoring Work Plan and this Agreement, the terms of this Agreement shall control unless otherwise expressly authorized in the relevant Monitoring Work Plan.

4.3 As part of the construction of the Easement Facilities, UNEV may remove from the Easement Areas soils, materials and debris (collectively, the "**Materials**"), as provided in the Construction Work Plan. Such Materials shall be evaluated by the Environmental Contractor (as defined in Section 5 hereof) during excavation and UNEV shall transport such Materials to the location and as described in the Construction Work Plan. In the event UNEV encounters unknown or unexpected Materials or Hazardous Materials which differ materially from the Materials contemplated by an approved Construction Work Plan, UNEV shall cease work immediately and contact Kennecott and the Environmental Contractor for guidance, which guidance shall not be unreasonably withheld. UNEV may continue work in a different location until the Environmental Contractor, in consultation with Kennecott and UNEV, has determined an appropriate course of action. In such event, Kennecott and UNEV shall negotiate in good faith to revise the Construction Work Plan to deal with such unknown or unexpected Materials or Hazardous Materials.

4.4 Notwithstanding anything to the contrary in this Agreement, in the event of an emergency relating to the Easement Facilities on the Easement Areas or the Kennecott Property or other event that requires UNEV to take prompt action under any applicable Law, UNEV shall perform work within the Easement Areas as reasonably necessary to eliminate any imminent damage to property and/ or personal injury or to comply with such applicable Law and shall not be required to comply with the procedural requirements of this Section 4. In such event, UNEV shall: (a) comply with all terms and conditions of this Agreement except for such procedural requirements of this Section 4; (b) notify Kennecott of any such emergency, a verbal notice of which shall be provided to Kennecott's emergency contact (which contact information

is included in Section 10 hereof) as soon as practicable but in no event more than twenty (20) minutes after UNEV has notice of the emergency, and shall promptly thereafter provide written notice; (c) limit such work to that work necessary to eliminate any imminent damage to property and/or personal injury or to comply with applicable Law; (d) utilize personnel or contractors that are qualified to respond to the emergency; and (e) perform all such work in an expeditious and commercially reasonable manner.

**5. Environmental Contractor.** Kennecott, in its discretion, may hire an individual to act as an environmental contractor to supervise the environmental aspects of any work on the Kennecott Property and the Easement Areas, as related to compliance with the applicable Construction Work Plan and Monitoring Work Plan (the “**Environmental Contractor**”). At Kennecott’s discretion, the Environmental Contractor may monitor any work performed under this Agreement to confirm that UNEV complies with this Agreement and the applicable Work Plan and shall work at the direction of Kennecott. All reasonable costs, at the prevailing market rates, associated with such Environmental Contractor shall be borne by UNEV. Neither Kennecott nor the Environmental Contractor shall assume any risk, duty, or liability of UNEV by the action or inaction of the Environmental Contractor, and in all cases UNEV shall not be released from its obligations under this Agreement.

**6. Indemnities and Environmental Matters.**

6.1 UNEV agrees to indemnify and hold harmless the Kennecott Parties and their Personnel from and against any and all Claims and any and all Losses and Liabilities arising out of or resulting from a breach of this Agreement or the use of the Easement Area or entry onto the Kennecott Property by the UNEV Parties or their Personnel pursuant to this Agreement.

6.2 Without limiting its indemnity obligations under this Section 6, UNEV shall promptly repair or replace at its cost and expense any property or facilities of Kennecott or its Affiliates damaged or injured by the acts or omissions of the UNEV Parties or their Personnel in the course of conducting any activities pursuant to this Agreement. UNEV shall commence such repair and replacement work promptly following any such damage or injury and shall pursue the same to completion within a reasonable time period. In the event UNEV does not promptly commence such work, Kennecott may perform such repair and replacement work as provided in Section 11 hereof.

6.3 UNEV hereby waives and releases, and agrees to indemnify and hold harmless the Kennecott Parties and their Personnel from and against any and all Environmental Claims (a) relating to Hazardous Materials brought onto the Easement Areas by the UNEV Parties or their Personnel (including those brought through the Pipeline or used in connection with the Easement Facilities) regardless whether such Environmental Claims are based on breach of contract, violation of Laws, tort (including strict liability), or any other theory of liability, or (b) that arise out of or result from the handling of Hazardous Materials existing within the Easement Areas prior to the Effective Date by the UNEV Parties or their Personnel, including, without limitation, any costs and expenses incurred to treat, store, or dispose of such materials at a third party facility, but only to the extent that such Environmental Claims are caused by the handling of such Hazardous Materials by the UNEV Parties or their Personnel in a manner inconsistent with an approved Construction Work Plan or Monitoring Work Plan and guidance

provided by the Environmental Contractor. Except as otherwise provided herein, UNEV shall have no indemnification obligations under this Agreement for any environmental condition of the Easement Areas existing prior to the Effective Date or any future environmental condition to the extent not caused or contributed to by the acts or omissions of the UNEV Parties or their Personnel.

6.4 Subject to Kennecott's approval, which approval shall not be unreasonably withheld, and solely in compliance with all applicable Laws, including all applicable Environmental Laws, UNEV may use Hazardous Materials within the Easement Areas. Kennecott hereby approves the transportation of crude oil and liquid petroleum products and any byproducts derived therefrom through the Pipeline so long as such transportation complies with all applicable Laws. Except in compliance with all applicable Laws, including all applicable Environmental Laws, UNEV shall not create, generate, store, treat, emit, dispose of, discharge, release, threaten to release, or permit to be created, generated, stored, treated, emitted, disposed of, discharged, released, or threatened to be released any Hazardous Material on, over or under the Easement Areas, or any property adjacent thereto. If UNEV breaches any of its obligations set forth in this Section 6.4, UNEV shall, upon Kennecott's request and at UNEV's sole cost and expense, promptly and diligently undertake, perform and complete any and all corrective action or response, removal or remedial activities necessary to remove, remediate and eliminate any and all Hazardous Material and to obtain appropriate governmental agency certification that such corrective action, response, removal, remediation and elimination are complete.

6.5 Notwithstanding anything to the contrary in this Agreement, UNEV's obligations to indemnify the Kennecott Parties and their Personnel or any other person under this Agreement shall not include any Claim or Losses and Liabilities or Environmental Claims to the extent they are not caused or contributed to by the acts or omissions of the UNEV Parties or their Personnel; provided, however, this provision shall not relieve UNEV of any pro rata, proportional, contributory or other allocation of liability or fault imposed by all applicable Laws. It is not necessary for an indemnified party to incur expense or make payment before enforcing a right of indemnity under this Section. Kennecott shall provide reasonable notice to UNEV of any Claim, Loss and Liability; provided, however, that receipt of notice shall not be a condition to UNEV's obligations hereunder unless the failure to provide such notice in a timely manner materially prejudices UNEV. The terms of this Section 6 shall survive termination of this Agreement.

## 7. Relocation at Kennecott's Election.

7.1 Kennecott may, at any time, and upon six (6) months prior notice to UNEV, relocate part or all of the Easement Areas and Easement Facilities to any location on the Kennecott Property or to land owned by third parties ("**Relocated Easement Areas and Facilities**") subject to the following conditions:

7.2 All plans and specifications for the proposed Relocated Easement Areas and Facilities shall be submitted by Kennecott to UNEV for its review and approval, which approval will not be unreasonably withheld, conditioned, or delayed. In addition to other reasons that may cause UNEV to withhold its consent, the Parties agree that the following are reasonable grounds for UNEV to withhold its approval of any proposed Relocated Easement Areas and

Facilities: (a) the Relocated Easement Areas and Facilities are not substantially the functional equivalent of the original Easement Areas and Easement Facilities, and (b) the proposed Relocated Easement Areas and Facilities change the location of the Easement Facilities at the perimeter of the Kennecott Property.

7.3 The Relocated Easement Areas may be included within an area subject to other easements, so long as the rights arising under such easements do not materially interfere with or impair the rights granted under this Agreement or the operation of the Easement Facilities.

7.4 The relocation shall be conducted and completed in such a manner so as not to materially impair or interrupt UNEV's use of the Easement Facilities.

7.5 The relocation of the Easement Facilities shall be completed at Kennecott's sole cost and expense including, but not limited to engineering and construction costs, easement acquisition expenses, and any other costs of any nature arising out of or connected with the relocation including payment of any outside costs incurred by UNEV such as legal or engineering fees. Except for payment of the above described costs, UNEV shall not impose any other charge or expense on Kennecott for the relocation of the Easement Facilities.

7.6 Prior to such relocation of the Easement Areas and Easement Facilities, Kennecott and UNEV shall execute an agreement and grant of easement over the Relocated Easement Areas in a form substantially equivalent to this Agreement. If the Easement Areas and Easement Facilities are to be relocated to land owned by third parties, Kennecott shall, prior to such relocation, obtain for UNEV's benefit easement rights over such land that are substantially equivalent to those provided under this Agreement.

7.7 Upon the recordation of the easement agreement for the Relocated Easement Areas, Kennecott and UNEV shall terminate this Agreement and release the prior Easement by executing a termination, vacation, and abandonment document in such form as mutually agreed upon by the Parties.

7.8 Upon completion of the Relocated Easement Facilities and the recordation of the easement agreement for the Relocated Easement Areas, Kennecott may, at its sole cost and expense, remove the Easement Facilities or any portion thereof from the original Easement Areas.

## **8. Insurance.**

8.1 For so long as the Easement is in effect, UNEV shall, at its sole cost, obtain and maintain in full force the following insurance coverages, containing the endorsements, special provisions, or clauses, as described herein. All such insurance policies shall be underwritten by insurers having A.M. Best Company rating of at least A-/VII. Any insurance coverage obtained by UNEV shall in no way limit or restrict UNEV's indemnification obligations under this Agreement. Upon Kennecott's request, but not more often than once every five (5) years, the Parties agree to negotiate in good faith appropriate increases, if any, in the minimum limits of insurance set forth below based on prudent risk management practices in the oil pipeline and mining/mineral processing industries and considering inflation as measured

by the Consumer Price Index published by the U.S. Bureau of Labor Statistics, All Urban Consumers, U.S. City Average, All Items (1982-84=100).

8.1.1 Commercial general liability insurance covering all liabilities for personal injury and property damage (including coverage for explosion, collapse and underground hazards) arising in connection with the Easement Facilities or use of the Easement, with limits of liability of \$5,000,000 for each occurrence and in the aggregate, including Pollution (hazardous substances) liability insurance covering all liabilities for personal injury and property damage arising from the use of such hazardous substances, with limits of liability of \$5,000,000 for each occurrence and in the aggregate, provided such Pollution liability insurance is commercially available, [and provided further that such commercial general liability insurance shall not exclude any consequential loss];

8.1.2 Workers' compensation insurance in compliance with all applicable Laws;

8.1.3 Employers' liability insurance covering all liabilities for personal injuries of UNEV's employees, with limits of liability of \$5,000,000 for each occurrence and in the aggregate;

8.1.4 Automobile insurance covering all liabilities for personal injury and property damage arising from the use of such vehicles, with limits of liability of \$5,000,000 for each occurrence and in the aggregate;

8.1.5 Insurance covering all liabilities for personal injury and property damages arising from transportation of hazardous substances (specifically including MCS 90 coverage), with limits of liability of \$5,000,000 for each occurrence and in the aggregate, provided that such insurance is commercially available; and

8.1.6 In addition, UNEV shall carry excess liability insurance or umbrella insurance with limits of liability that, when combined with its primary coverage in a given category of insurance, brings the total coverage in such category to be no less than \$10,000,000 for each occurrence and in the aggregate. Such excess liability insurance shall provide for automatic reinstatement of coverage or UNEV shall increase such excess liability insurance in the event other parties have made claims against such insurance, so that \$10,000,000 in coverage is available to Kennecott at all times during the term of the Agreement.

8.2 UNEV shall obtain the following coverage endorsements for each category of required insurance, except in the case of workers' compensation and employers' liability.

8.2.1 An endorsement including the Kennecott Parties as additional insureds;

8.2.2 An endorsement including a Separation of Insureds clause, noting that each of the parties comprising the insureds shall be considered a separate entity,

the insurance applies as if a separate policy has been issued to each party, and no "insured-versus-insured" exclusion exists in the policy; and

8.2.3 An endorsement waiving all express or implied rights of subrogation against the Kennecott Parties.

8.3 Prior to entrance on any portion of the Easement Areas or the Kennecott Property and at any time upon the request of Kennecott or any third party certification/verification agency designated by Kennecott, UNEV shall provide to Kennecott (or such third party certification/verification agency) certificates of insurance and endorsements consistent with this Section. All insurance shall not be varied in a manner in that is inconsistent with the terms of Sections 8.1 and 8.2, cancelled or allowed to lapse until thirty (30) days' prior written notice has been given to Kennecott. In addition, upon request by Kennecott, UNEV shall provide a copy of its insurance policy evidencing coverage as required herein.

**9. Intentionally Deleted.**

**10. Notices.** All notices given pursuant to this Agreement shall be in writing and shall be delivered to the other Party as follows:

10.1 Delivery by Mail. Any notice, payment, or other document contemplated by this Agreement may be delivered by (i) express courier guaranteeing overnight service; or (ii) mail if mailed by United States certified or registered mail, return receipt requested, postage prepaid, and in either case, addressed as follows:

If to UNEV:	UNEV Pipeline, LLC 324 West Main, Suite 103 Artesia, New Mexico 88210 Attention: Jim Townsend Telephone (505) 746-5218 Facsimile: (505) 746-5480
With a required copy to:	Parr Brown Gee & Loveless 185 South State Street, Suite 1300 Salt Lake City, Utah 84111 Attention: Roger D. Henriksen Telephone: (801) 532-7840 Facsimile: (801) 532-7750
With a required copy to:	Holly Corporation 100 Crescent Court, Suite 1600 Dallas, Texas 75201 Attention: General Counsel Telephone: (214) 871-3480 Facsimile: (214) 242-5063

If to Kennecott: Kennecott Utah Copper Corporation  
c/o Kennecott Land Company  
4700 Daybreak Parkway  
South Jordan, Utah 84095  
Attention: Manager, Asset Transactions  
Telephone: (801) 204-2756  
Facsimile: (801) 230-2662

With a copy to: Kennecott Utah Copper Corporation  
4700 Daybreak Parkway  
South Jordan, Utah 84095  
Attention: Vice President Legal  
Telephone: (801) 204-2808  
Facsimile: (801) 230-2662

With a copy to: Kennecott Utah Copper Corporation  
4700 Daybreak Parkway  
South Jordan, Utah 84095  
Attention: Vice President - Projects &  
Value Support  
Telephone: (801) 569-6065  
Facsimile: (801) 569-6020

Kennecott Tailings Facility Telephone: 801-569-6722  
Emergency Contact  
Information:

Delivery by express courier mail shall be deemed effective and complete when the notice, payment, or other document is actually delivered to the applicable address set forth above.

10.2 Delivery by Electronic Communication. Any notice or other document contemplated by this Agreement may be delivered by electronic communication at the Party's fax number described in the foregoing subsection or at such other telecopy number as the Party may designate in writing as provided below. Delivery by electronic communication must be followed by a delivery by mail, express courier guaranteeing overnight service, or by personal service, and shall be deemed effective and complete only when the notice or document has been delivered in hard copy.

10.3 Delivery by Personal Service. Any notice, payment, or other document contemplated by this Agreement may be delivered by personally serving said notice, payment, or other document upon the Party at the address indicated above or at such other address as the Party may designate in writing as provided below. In the event of delivery by personal service,

no mailing of the notice, payment, or other document shall be necessary, and delivery shall be deemed effective and complete on the date of said personal service.

10.4 Change of Address. The address to which a Party desires that notices, payments, and other documents be delivered may be changed at any time by giving written notice to that effect to the other Parties.

**11. Right to Cure.** In the event UNEV fails to perform any of its obligations under this Agreement, and such failure continues beyond 30 days after written notice of such failure from Kennecott (or, in the case of a failure which cannot be cured within 30 days, UNEV has not commenced a cure within the 30 day period or, having commenced a cure, does not diligently pursue such cure to completion), Kennecott shall have the right, but not the obligation, to perform any such obligation of UNEV at the sole cost and expense of UNEV, and UNEV shall reimburse Kennecott for all reasonable costs incurred by Kennecott in performing such obligation, together with interest thereon at a rate equal to twelve percent (12%) per annum, within thirty (30) days after demand therefor, which demand shall be accompanied by reasonable documentation evidencing such costs. Notwithstanding the foregoing:

11.1 In the event of an emergency (as determined by Kennecott in its reasonable discretion), Kennecott shall have the right, but not the obligation, to immediately perform any such obligation of UNEV, and UNEV shall reimburse Kennecott for such expenses as provided herein. In such case, Kennecott shall provide notice to UNEV of UNEV's failure to perform an obligation under this Agreement, but Kennecott shall not be required to provide such notice prior to commencing the cure for UNEV's failure so long as such notice is provided as soon as reasonably practicable thereafter.

11.2 In the event UNEV fails to perform any of its obligations under Section 8 this Agreement, and such failure continues beyond ten (10) days after written notice of such failure from Kennecott, Kennecott shall have the right to send a second written notice to UNEV. In the event such failure continues beyond thirty (30) days after the date of such second written notice, UNEV agrees to immediately suspend all Easement Operations until such time as it has cured its default and provided evidence of the same to Kennecott.

11.3 Nothing this Section shall be construed as a limitation of Kennecott's remedies in the event of a default under this Agreement by UNEV, and Kennecott expressly reserves all legal and equitable remedies in the event of such default.

**12. Miscellaneous.**

12.1 Cooperation. Where any provision of this Agreement requires the approval or consent of a Party to this Agreement such approval or consent shall not be unreasonably withheld, conditioned or delayed.

12.2 Covenants Run with the Land. The terms of this Agreement and the Easement shall be a burden on, and appurtenant to and for benefit of both the Kennecott Property and the Easement Areas, and each part thereof, and shall run with the land.



12.3 Duration. The duration of the Easement shall be perpetual, subject to the exercise of Kennecott's rights and remedies as provided in Section 11 hereof.

12.4 No Third Party Beneficiaries. The obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the Parties hereto and their respective successors and assigns. This Agreement is not intended to nor shall it be construed to benefit any third party. For purposes of this Section, Kennecott shall include the Kennecott Parties.

12.5 No Waiver. Any Party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions of this Agreement may only be waived by a writing signed by the Party intended to be benefited by the provisions to be waived specifically acknowledging an intent to waive such provisions. A waiver by a Party of any breach hereunder by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

12.6 Modification; Amendment. No modification of, or amendment to, this Agreement shall be effective unless in writing signed by all Parties. This Agreement shall not be supplemented or modified by any course of dealing.

12.7 Section Headings. All section headings herein are for convenience only and are in no way to be construed as part of this Agreement or as a limitation or expansion of the scope of the particular sections to which they refer.

12.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Party hereto.

12.9 Governing Law. This Agreement shall be governed by and construed in accordance with and interpreted under the laws of the State of Utah, without giving effect to principles governing conflict of laws. With respect to any suit, action or proceedings relating to this Agreement, each Party irrevocably (i) submits to the exclusive jurisdiction of the state and federal courts located in the State of Utah; and (ii) waives any objection which it may have at any time to the laying of venue of any proceedings brought in any such court, waives any claim that such suit, action or proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such suit, action or proceedings, that such court does not have jurisdiction over such Party.

12.10 Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective officers, agents, employees, and permitted successors and assigns, including successors in title to the properties owned by them.

12.11 Attorneys' Fees. In the event of any default in the performance of any obligation hereunder or any breach of any term hereunder by a Party, the prevailing Party shall be entitled, in addition to any other remedy which may be available hereunder or under applicable law, to recover from the defaulting Party its fees, costs, and expenses incurred in

enforcing its rights hereunder or seeking damages for any breach hereof, including reasonable attorneys' fees, whether such costs are incurred through litigation or otherwise.

12.12 Severability. If any provision herein shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby, (i) such holding or action shall be strictly construed; (ii) such provision shall be fully severable; (iii) this Agreement shall be construed and enforced as if such provision had never comprised a part hereof; (iv) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and (v) in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid, and unenforceable provision as may be possible. The Parties agree that to the extent Kennecott does not own any portion of the Easement Areas as of the Effective Date, the Easement granted in this Agreement and the terms and conditions of this Agreement shall remain effective as to remaining Easement Areas.

12.13 Assignment. UNEV shall not assign this Agreement or any rights hereunder or subcontract any right or delegate its duties under this Agreement, or otherwise transfer this Agreement without the express prior written consent of Kennecott, which consent may be withheld for any reason whatsoever. Notwithstanding anything to the contrary in this Agreement, if UNEV transfers the ownership of the Easement Facilities to another entity regulated by the Federal Energy Regulatory Commission or such agency's successor, UNEV may assign its rights and obligations under this Agreement to such other entity without the consent of Kennecott. Notice shall be given to Kennecott within thirty (30) of such assignment. Unless otherwise agreed upon by Kennecott, UNEV shall not be released from its obligations under this Agreement.

12.14 Further Assurances. Each Party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purposes of the Agreement at the request of the other Party.

12.15 No Agency, Joint Venture, or Partnership. This Agreement in no way creates any type of agency relationship, joint venture, or partnership among Kennecott and UNEV.

12.16 Effective Date. This Agreement shall become effective upon the date this Agreement is executed by both parties to the Agreement (the "**Effective Date**").

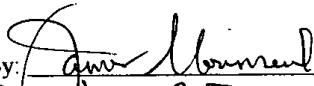
12.17 Entire Agreement. This Agreement, together with all exhibits and attachments, constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations, verbal or written.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

**KENNECOTT UTAH COPPER CORPORATION,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**UNEV PIPELINE, LLC,**  
a Delaware limited liability company

By:   
Name: James G Townsend  
Title: Senior Vice President  
Date: 12-24-08

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

On the date first above written personally appeared before me,  
\_\_\_\_\_, who, being by me duly sworn, says that he is the  
\_\_\_\_\_ of Kennecott Utah Copper Corporation, a Delaware  
corporation.

WITNESS my hand and official stamp the date in this certificate first above written:

\_\_\_\_\_  
Notary Public

STATE OF New Mexico )  
 : ss.  
COUNTY OF Eddy )

On the date first above written personally appeared before me,  
James G. Townsend, who, being by me duly sworn, says that he is the  
Senior Vice President of UNEV Pipeline, LLC, a Delaware limited liability  
company.

WITNESS my hand and official stamp the date in this certificate first above written:

Tiffany M. Serich 09/25/2011  
Notary Public

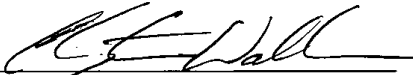


OFFICIAL SEAL  
Tiffany M. Serich  
NOTARY PUBLIC-STATE OF NEW MEXICO  
My commission expires: 09/25/2011

**KENNECOTT UTAH COPPER  
CORPORATION,**  
a Delaware corporation

Kennecott Utah Copper Corporation  
**UNEV PIPELINE, LLC,**  
a Delaware limited liability company Corporation *new*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

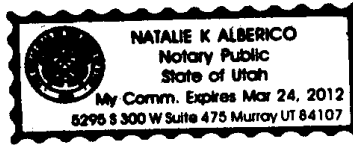
By:   
Name: Clayton Walker  
Title: Vice President of Projects  
Date: 12/26/08

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

On the date first above written personally appeared before me,  
Clayton Walker, who, being by me duly sworn, says that he is the  
Vice President of Projects of Kennecott Utah Copper Corporation, a Delaware  
corporation.

WITNESS my hand and official stamp the date in this certificate first above written:

Natalie K. Alberico  
Notary Public



STATE OF \_\_\_\_\_ )  
 : ss.  
COUNTY OF \_\_\_\_\_ )

On the date first above written personally appeared before me,  
\_\_\_\_\_, who, being by me duly sworn, says that he is the  
\_\_\_\_\_ of UNEV Pipeline, LLC, a Delaware limited liability  
company.

WITNESS my hand and official stamp the date in this certificate first above written:

\_\_\_\_\_  
Notary Public

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**EXHIBIT A**  
**LEGAL DESCRIPTION OF EASEMENT AREAS**

CONTRATOR OF SURVEY  
RICHARD W. MILLER, REGISTERED LAND SURVEYOR, STATE OF UTAH,  
MAKING ADEQUATE PROVISION FOR THE CONVEYANCE OF THIS SURVEY  
TO THE SUCCESSORS OF THE SURVEYOR.

DATE: OCTOBER 17, 2008  
RECORD NO. 07189

ORDERING DESCRIPTION:  
SECTION 4, TOWNSHIP 1 NORTH, RANGE 7 WEST, S&B & M,  
S&B UTAH COUNTY, UTAH AND MORE PARTICULARS,  
AS FOLLOWS:  
PRELIME DOES NOT ENTER INTO PARCEL.

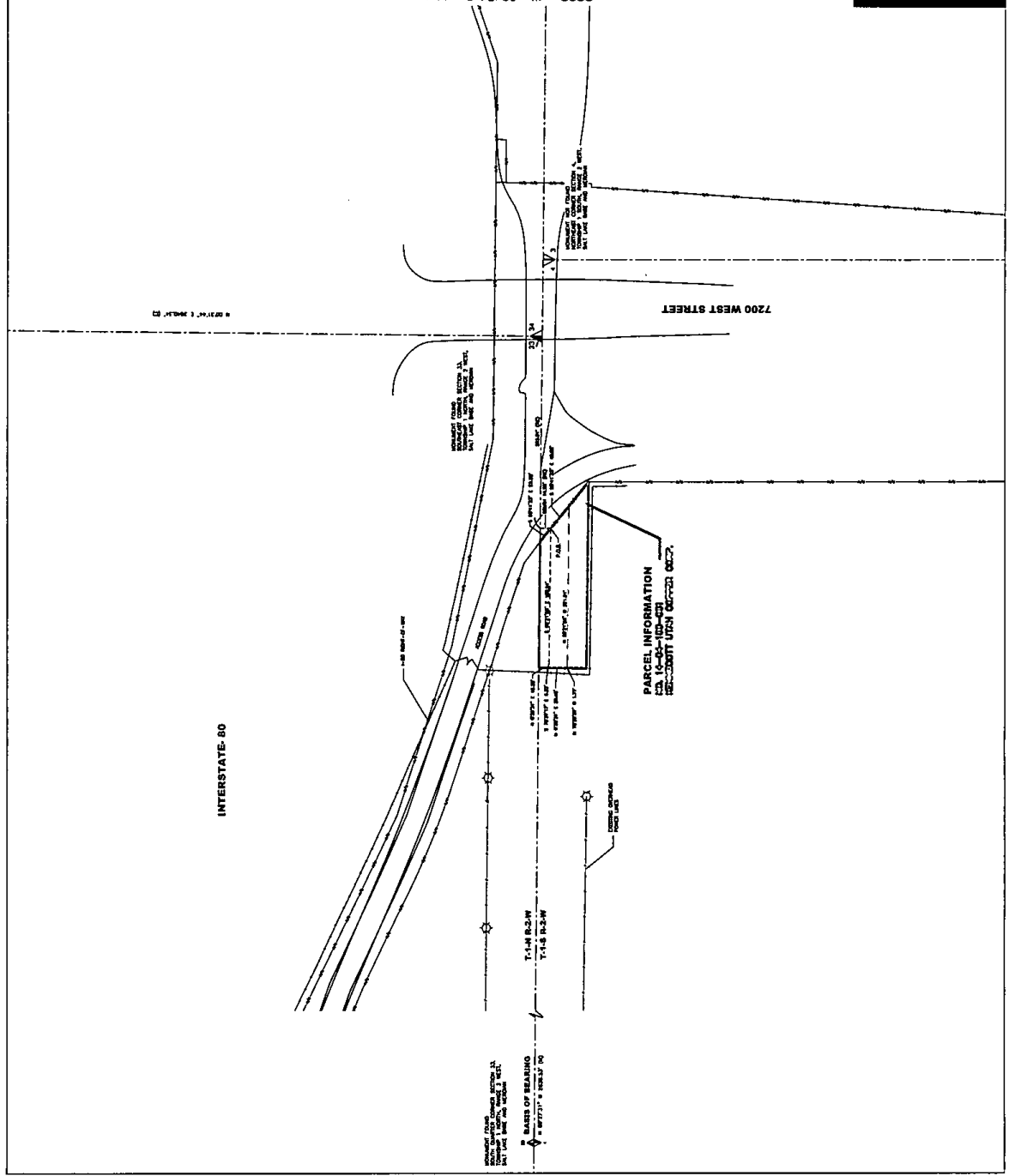
PERMANENT EASEMENT:  
BEGINNING AT A POINT ON THE EAST LINE OF GRANBYRDS LAND BEING  
NORTH 87°23'12" WEST 25.15 FEET ALONG SECTION LINE AND SOUTH  
NORTH 11°30'00" WEST 11.11 FEET ALONG SECTION LINE AND SOUTH  
NORTH 71°00'00" WEST 5.56 FEET AND BEARING THENCE NORTH  
NORTH 87°23'12" WEST 25.15 FEET ALONG SECTION LINE AND SOUTH  
NORTH 11°30'00" WEST 11.11 FEET ALONG SECTION LINE AND SOUTH  
NORTH 71°00'00" WEST 5.56 FEET TO THE POINT OF BEGINNING;  
THENCE SOUTH 80°15'30" WEST 25.15 FEET,  
NORTH 87°23'12" WEST 25.15 FEET,  
NORTH 11°30'00" WEST 11.11 FEET,  
NORTH 71°00'00" WEST 5.56 FEET TO THE  
POINT OF BEGINNING.

RECOMMEND AT A POINT ON THE EAST LINE OF GRANBYRDS LAND BEING  
NORTH 87°23'12" WEST 25.15 FEET ALONG SECTION LINE AND SOUTH  
NORTH 11°30'00" WEST 11.11 FEET ALONG SECTION LINE AND SOUTH  
NORTH 71°00'00" WEST 5.56 FEET AND BEARING THENCE SOUTH  
NORTH 87°23'12" WEST 25.15 FEET ALONG SECTION LINE AND SOUTH  
NORTH 11°30'00" WEST 11.11 FEET ALONG SECTION LINE AND SOUTH  
NORTH 71°00'00" WEST 5.56 FEET TO THE POINT OF BEGINNING;  
THENCE SOUTH 80°15'30" WEST 25.15 FEET,  
NORTH 87°23'12" WEST 25.15 FEET,  
NORTH 11°30'00" WEST 11.11 FEET,  
NORTH 71°00'00" WEST 5.56 FEET TO THE  
POINT OF BEGINNING.

TOTAL DISTANCE ALONG PROPERTY:  
0.00 FEET OR 0.00 PDS  
AREA OF PERMANENT EASEMENT:  
0.00 ACRES  
AREA OF PERMANENT EASEMENT:  
0.00 ACRES

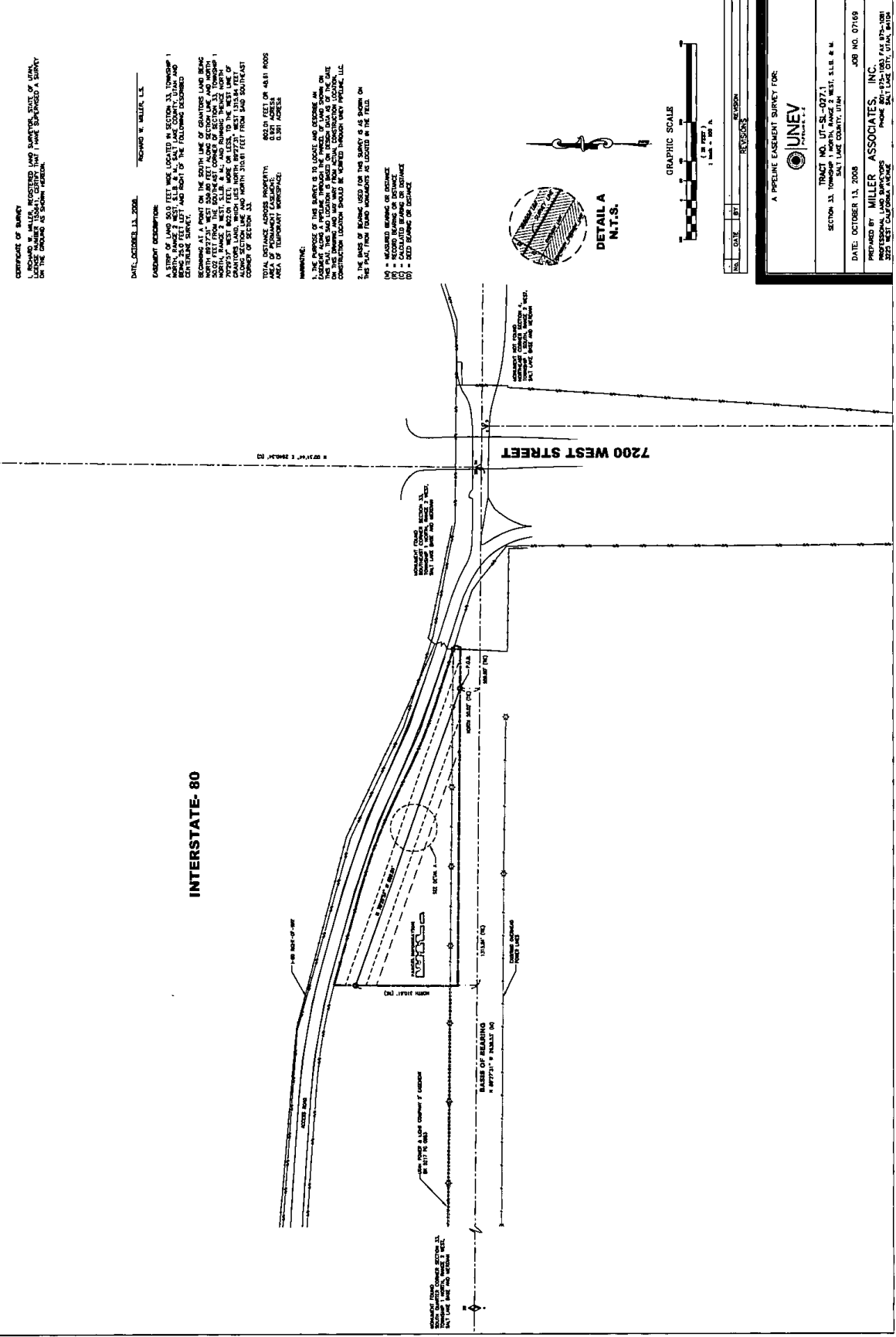
REMARKS:  
1. THE PURPOSE OF THIS SURVEY IS TO LOCATE AND RECORD AN  
EASEMENT ALONG A PRELIME THROUGH THE PARCEL OF LAND SHOWN ON  
THE MAP, FROM FOUND MONUMENTS AT LOCATED IN THE FIELD.  
ON THIS DATE, THE SURVEY WAS CONDUCTED THROUGH THE FIELD.  
CONSTRUCTION LOCATIONS SHOULD BE ADJUSTED THROUGH SURVEYOR, LLC.

2. THE BEAS OF BEARING USED FOR THIS SURVEY IS AS SHOWN ON  
THE MAP. THE FOUND MONUMENTS ARE LOCATED IN THE FIELD.  
(M) = MEASURED BEARING OR DISTANCE  
(D) = DISTANCE BEARING OR DISTANCE  
(V) = VERTICAL BEARING OR DISTANCE  
(H) = HORIZONTAL BEARING OR DISTANCE  
(E) = OLD BEARING OR DISTANCE





INTERSTATE- 80



CONTRACTOR OF SURVEY  
RICHARD W. MILLER, REGISTERED LAND SURVEYOR, STATE OF IOWA,  
DANIEL MARRAS, LICENSED SURVEYOR, STATE OF IOWA, AND  
DANIEL MARRAS, LICENSED SURVEYOR, STATE OF IOWA,  
AS SURVEYORS.

DATE: OCTOBER 13, 2008

CLIENT DESCRIPTION:  
THE SURVEY IS FOR THE 30.00 ACRES OF TRACT NO. 13,  
SECTION 33, TOWNSHIP 54S, RANGE 2E, NORTH 54TH  
SOUTH 54TH AND NORTH 54TH TOWNSHIP, IOWA, AND  
ADJACENT LAND.

DESCRIPTION:  
THIS SURVEY IS A PRELIMINARY SURVEY FOR THE  
PURPOSE OF SHOWING THE LOCATION OF THE  
EASEMENTS TO BE GRANTED TO THE IOWA  
STATE DEPARTMENT OF TRANSPORTATION FOR THE  
CONSTRUCTION OF INTERSTATE 80.

THE BASIS OF BEARING USED FOR THIS SURVEY IS AS SHOWN ON  
THIS PLAN, THE BEARING OF THE

LEGEND:  
[SYMBOLS FOR MEASURED BEARING OR DISTANCE, ACCORDING BEARING OR DISTANCE, CURVED BEARING OR DISTANCE, OLD SURVEY OR RECORD]



DETAIL A  
N.T.S.



A PRELIMINARY EASEMENT SURVEY FOR:

**JUNEV**  
INCORPORATED

TRACT NO. UT-SL-027.1  
SECTION 33, TOWNSHIP 54S, RANGE 2E, NORTH 54TH SOUTH 54TH TOWNSHIP, IOWA

DATE: OCTOBER 13, 2008

JOB NO. 07109

PREPARED BY: MILLER ASSOCIATES, INC.  
300 WEST LEE STREET, IOWA CITY, IOWA 52242  
PHONE: 319-335-1000 FAX: 319-335-1001  
WWW.MILLERASSOCIATES.COM

COMPASS OF SURVEY  
 L. RICHARD W. MILLER, REGISTERED LAND SURVEYOR, STATE OF UTAH,  
 IN THE COUNTY OF SALT LAKE COUNTY.

DATE: OCTOBER 11, 2008. RICHARD W. MILLER, L.S.

**EXHIBIT DESCRIPTION:**  
 A TRACT OF LAND 260.00 FEET WIDE LOCATED IN SECTION 11, TOWNSHIP 1  
 NORTH, RANGE 8 WEST, S1/4 S1/4, W. 1/4 SALT LAKE COUNTY, UTAH AND  
 CONTAINING 2.60 ACRES OF LAND, MORE OR LESS, MORE OR LESS,  
 BEING THE EAST PORTION OF THE LAND BEING THE SUBJECT OF SURVEY  
 IN THE ABOVE TITLED SURVEY. THE TRACT IS BEING SURVEYED AS  
 SHOWN ON THE ATTACHED PLAT AND IS BEING SURVEYED AS SHOWN  
 THEREON. THE TRACT IS BEING SURVEYED AS SHOWN ON THE  
 ATTACHED PLAT AND IS BEING SURVEYED AS SHOWN THEREON.

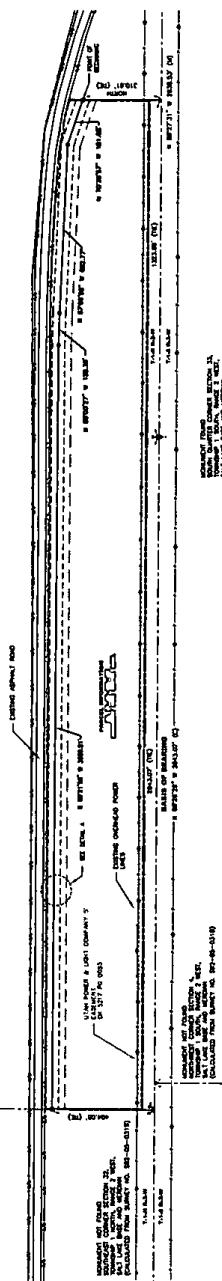
TOTAL DISTANCE ACROSS PROPERTY: 260.00 FEET  
 AREA OF TRACT: 2.60 ACRES

**REMARKS:**  
 1. THE PURPOSE OF THIS SURVEY IS TO LOCATE AND RECORD AN  
 EASEMENT ALONG A PIPELINE THROUGH THE TRACT OF LAND SHOWN ON  
 THIS PLAT. THE LOCATION OF THE PIPELINE IS SHOWN ON THIS PLAT.  
 THE LOCATION OF THE PIPELINE SHOULD BE VERIFIED THROUGH VERY PRECISE UIC  
 SURVEYS.

2. THE BOUNDS OF THE TRACT ARE AS SHOWN ON  
 THIS PLAT. THE BOUNDS SHOULD BE VERIFIED THROUGH VERY PRECISE UIC  
 SURVEYS.

(U) = MEASURED BEARING OR DISTANCE  
 (D) = SECOND BEARING OR DISTANCE  
 (O) = OLD BEARING OR DISTANCE

**INTERSTATE-80**



**DETAIL A  
 N.T.S.**



NO.	DATE	BY	REVISIONS
1			REVISIONS

A PIPELINE EASEMENT SURVEY FOR:

**JUNEY**

TRACT NO. UT-SL-027.2  
 SECTION 11, TOWNSHIP 1 NORTH, RANGE 8 WEST, S1/4 S1/4, W. 1/4  
 SALT LAKE COUNTY, UTAH

DATE: OCTOBER 11, 2008 JOB NO. 07189

PREPARED BY: MILLER ASSOCIATES, INC.  
 1000 SOUTH 200 WEST, SUITE 200  
 SALT LAKE CITY, UTAH 84115

CONTRACT OF SURVEY:  
 RICHARD W. MILLER, REGISTERED LAND SURVEYOR, STATE OF UTAH,  
 LICENSE NUMBER 15044, CERTIFY THAT I HAVE SUPERVISED A SURVEY  
 OF THE FOREGOING AS SHOWN HEREON.

DATE: OCTOBER 13, 2006  
 RICHARD W. MILLER, L.S.

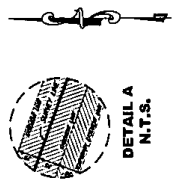
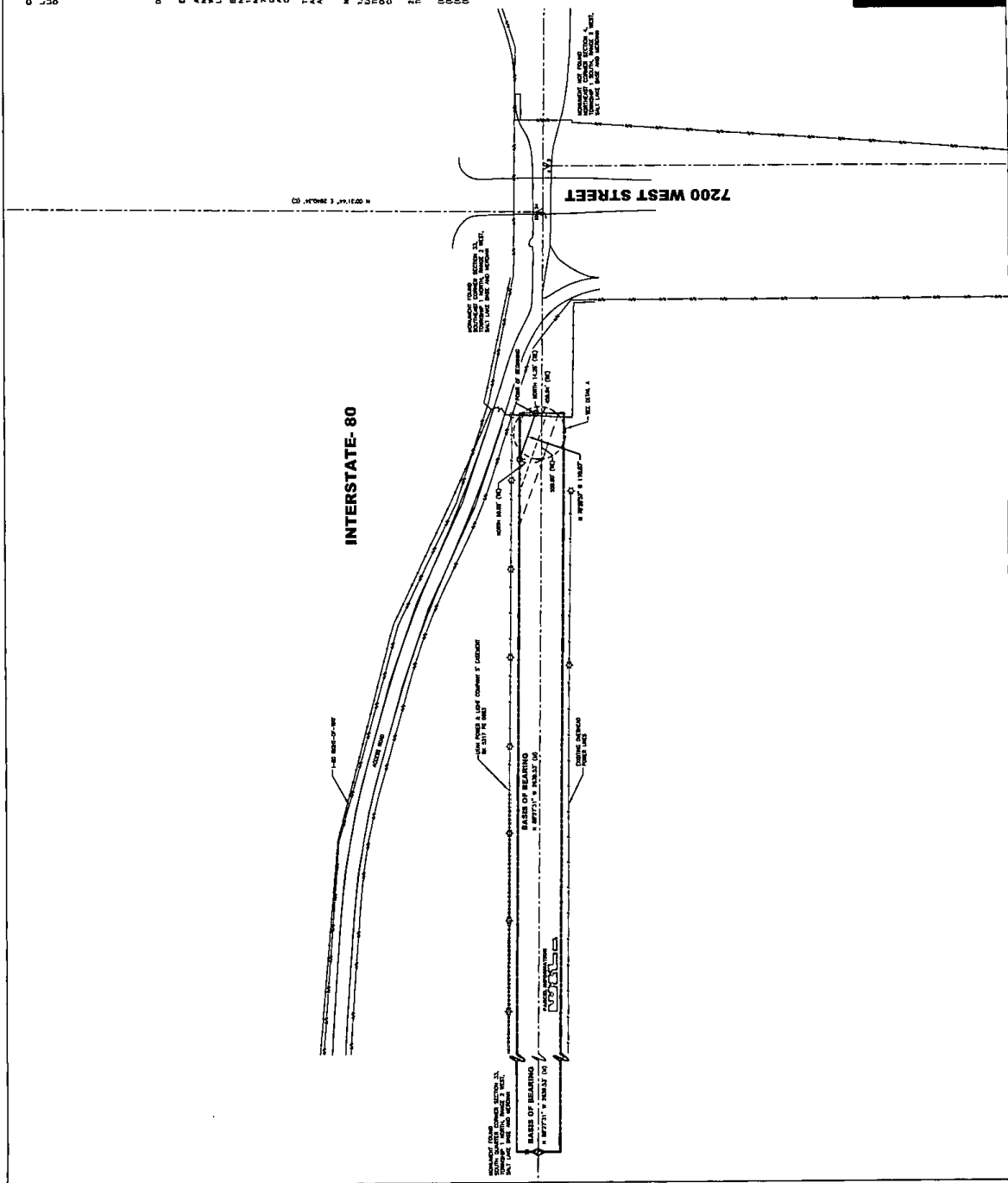
**EASEMENT DESCRIPTION:**  
 THIS EASEMENT IS LOCATED IN SECTION 13, TOWNSHIP 1  
 NORTH, RANGE 7 WEST, SILEB 4 EAST, CANYON COUNTY, UTAH, BEING  
 SECTION 13, TOWNSHIP 1 NORTH, RANGE 7 WEST, SILEB 4 EAST,  
 BEGINS AT A POINT ON THE EAST LINE OF GRANVILLE LAND BEING  
 NORTH 89°32'10" WEST 65.00 FEET ALONG SECTION LINE AND NORTH  
 18°21'10" WEST 115.00 FEET ALONG SECTION LINE AND NORTH  
 10°45'00" WEST 348.00 FEET ALONG SECTION LINE TO THE POINT OF  
 BEGINNING (P.O.B.), BEING THE INTERSECTION OF THE EAST LINE OF  
 GRANVILLE LAND, BEING NORTH 89°32'10" WEST 65.00 FEET  
 ALONG SECTION LINE AND NORTH 10°45'00" WEST 348.00 FEET  
 ALONG SECTION LINE.

**LEGAL DESCRIPTION OF PROPERTY:** 110.00 FEET OF 6.67 ACRES  
 AREA OF TEMPORARY EASEMENT: 01.00 ACRES  
 0179 ADDRESS

**WARNING:**  
 GRANVILLE LAND BEING A LIGHT RAILWAY SYSTEM IN  
 UTAH, THE UTAH PUBLIC SERVICE COMMISSION (UPSC) HAS THE  
 AUTHORITY TO REVIEW AND APPROVE THE LOCATION OF ANY  
 TEMPORARY EASEMENT TO BE ACQUIRED BY GRANVILLE LAND  
 THROUGH THE UTAH PUBLIC SERVICE COMMISSION. GRANVILLE  
 LAND WILL BE RESPONSIBLE FOR OBTAINING THE NECESSARY  
 CONSTRUCTION LICENSE SHOULD BE WORKED THROUGH UTAH PIPELINE, LLC.

3. THE WORK OF BEARING USED FOR THE SURVEY IS AS SHOWN ON  
 THE PLAN. FOUND MONUMENTS AS LOCATED IN THE FIELD.

- (M) = METERS BEARING OR DISTANCE
- (D) = DEGREES BEARING OR DISTANCE
- (C) = CALCULATED BEARING OR DISTANCE
- (E) = EASEMENT OR DISTANCE



GRAPHIC SCALE  
 1 inch = 100 ft.  
 1 cm = 100 ft.

NO.	DATE	BY	REVISIONS

A PIPELINE EASEMENT SURVEY FOR:  
**JUNEY**  
 Tract No. UT-SL-027  
 Section 13, Township 1 North, Range 7 West, SILEB 4 E. M.  
 Salt Lake County, Utah

DATE: OCTOBER 13, 2006  
 JOB NO. 07169  
 PREPARED BY: MILLER ASSOCIATES, INC.  
 PROFESSIONAL LAND SURVEYOR  
 3225 WEST GOLDFIELD AVENUE  
 PHOENIX, ARIZONA 85017-1005 FAX: 602-979-8001  
 E-MAIL: ILM@MILLERASSOCIATES.COM

**CONTRACT OF SURVEY**  
 I, **ROBERT W. MILLER**, REGISTERED LAND SURVEYOR, STATE OF ILLINOIS,  
 DO HEREBY CERTIFY THAT I HAVE SUPERVISED A SURVEY  
 OF THE ABOVE DESCRIBED SECTION.

**DATE:** DECEMBER 17, 2008. **SURVEYOR:** ROBERT W. MILLER, L.S.

**GENERAL DESCRIPTION:**  
 A PORTION OF 1800 SQ. FEET WERE LOCATED IN SECTION 32, TOWNSHIP 1  
 NORTH, RANGE 2 WEST, S.18, E. 4, SALT LAKE COUNTY, ILLINOIS AND  
 CENTERLINE SURVEY.  
 BEGINNING AT A POINT ON THE EAST LINE OF GRANITORS LAND BEING  
 200.00 FEET FROM THE EAST LINE OF SECTION 32, TOWNSHIP 1  
 NORTH, RANGE 2 WEST, S.18, E. 4, AND RUNNING THENCE SOUTH  
 18.87 FEET TO THE NORTH LINE OF GRANITORS LAND, MARKED I 18.87,  
 MADE OR LOSS, TO THE NORTH LINE OF GRANITORS LAND, MARKED I 18.87,  
 21.54 FEET FROM SOUTHWEST CORNER OF SECTION 32, AND EAST

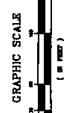
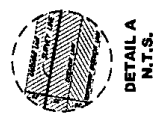
TOTAL DISTANCE ABOVE PROPERTY: 18.87 FEET OR 7.09 MOODS  
 AREA OF PERMANENT EASEMENT: 0.123 ACRES  
 AREA OF TEMPORARY EASEMENT: 0.119 ACRES

**REMARKS:**

1. THE PURPOSE OF THIS SURVEY IS TO LOCATE AND OBTAIN AN  
 EASEMENT ALONG A PIPELINE THROUGH THE PARCEL OF LAND SHOWN ON  
 THIS DRAWING AND TO SHOW THE LOCATION OF THE PERMANENT AND  
 TEMPORARY EASEMENTS AND TO SHOW THE LOCATION OF THE  
 CONSTRUCTION LOCATIONS SHOULD BE VISITED THROUGH BERRY PIPELINE, LLC.

2. THE BOUNDS OF SURVEY USED FOR THIS SURVEY AS SHOWN ON  
 THIS PLAN, FROM FOUND MONUMENTS AS LOCATED IN THE FIELD.

- (M) = METEORIC MARKING OR DISTANCE
- (B) = RECORD BEARING OR DISTANCE
- (D) = DISTANCE
- (O) = OLD SURVEY OR DISTANCE



NO.	DATE	BY	REVISION

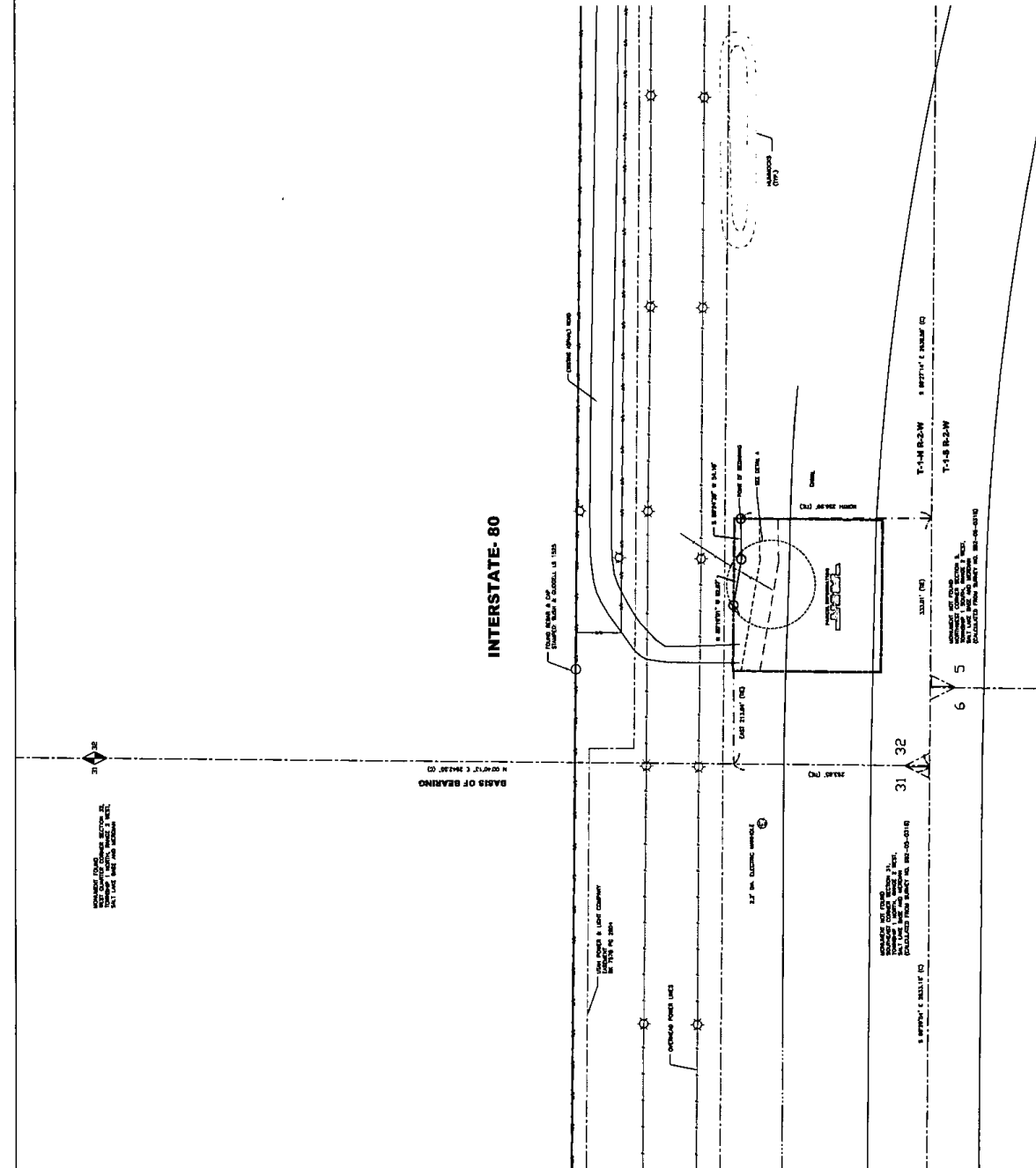
**LUNNEY**  
 SURVEYING & CONSULTING, INC.

A PIPELINE EASEMENT SURVEY FOR:

TRACT NO. UT-SL-0282.1  
 SECTION 32, TOWNSHIP 1 NORTH, RANGE 2 WEST, S.18, E. 4, N.  
 SALT LAKE COUNTY, ILLINOIS

DATE: OCTOBER 17, 2008 JOB NO. 07189

PREPARED BY: **MILLER ASSOCIATES, INC.**  
 305 WEST CALIFORNIA AVENUE  
 PHOENIX, AZ 85013



CONTRACT NO. 1400  
 MILLER ASSOCIATES, INC.  
 1000 WEST 1000 SOUTH, SUITE 1000  
 SALT LAKE CITY, UTAH 84119

DATE: DECEMBER 13, 2008  
 DRAWN BY: RICHARD W. MILLER, L.S.  
 CHECKED BY: [Signature]  
 PROJECT DESCRIPTION: PIPELINE EASEMENT SURVEY FOR THE PROPOSED WEST SALT LAKE COUNTY TRANSPORTATION CORRIDOR, TRACT NO. 1400, SALT LAKE COUNTY, UTAH. THIS SURVEY IS BEING CONDUCTED FOR THE PURPOSES OF LOCATING AND RECORDING THE PIPELINE EASEMENT AND THE ADJACENT PROPERTY LINES. THE SURVEY IS BASED ON THE DATA PROVIDED BY THE CLIENT AND THE FIELD MEASUREMENTS TAKEN ON OCTOBER 13, 2008. THE SURVEY IS SUBJECT TO THE ACCURACY OF THE DATA PROVIDED AND THE FIELD MEASUREMENTS TAKEN. THE SURVEY IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF MILLER ASSOCIATES, INC.

SECTION 32, TOWNSHIP 1 NORTH, RANGE 2 WEST, S.L.B. # 11  
 SALT LAKE COUNTY, UTAH

DATE: OCTOBER 13, 2008  
 JOB NO. 07169  
 PREPARED BY: MILLER ASSOCIATES, INC.  
 1000 WEST 1000 SOUTH, SUITE 1000  
 SALT LAKE CITY, UTAH 84119  
 PHONE: 801-972-1000 FAX: 801-972-1001  
 WWW.MILLERASSOCIATES.COM

REMARKS:  
 1. THE PURPOSE OF THIS SURVEY IS TO LOCATE AND RECORD THE PIPELINE EASEMENT AND THE ADJACENT PROPERTY LINES. THE SURVEY IS BASED ON THE DATA PROVIDED BY THE CLIENT AND THE FIELD MEASUREMENTS TAKEN ON OCTOBER 13, 2008. THE SURVEY IS SUBJECT TO THE ACCURACY OF THE DATA PROVIDED AND THE FIELD MEASUREMENTS TAKEN. THE SURVEY IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF MILLER ASSOCIATES, INC.

TOTAL DISTANCE ACROSS PROPERTY: 4981.97 FEET OR 900.73 MOORS  
 TOTAL DISTANCE ACROSS PROPERTY: 2.848 ACRES  
 AREA OF TRANSPORTATION CORRIDOR: [Blank]

MEASUREMENTS:  
 (M) = MEASURED BEARING OR DISTANCE  
 (C) = CALCULATED BEARING OR DISTANCE  
 (D) = DEED BEARING OR DISTANCE


THE BEARS OF BEARING USED FOR THIS SURVEY ARE SHOWN ON THE PLAN. THE BEARS OF BEARING ARE SHOWN ON THE PLAN. THE BEARS OF BEARING ARE SHOWN ON THE PLAN. THE BEARS OF BEARING ARE SHOWN ON THE PLAN.

GRAPHIC SCALE  
 1 inch = 1000 ft.

DETAIL A  
 N.T.S.

NO.	DATE	BY	REVISIONS

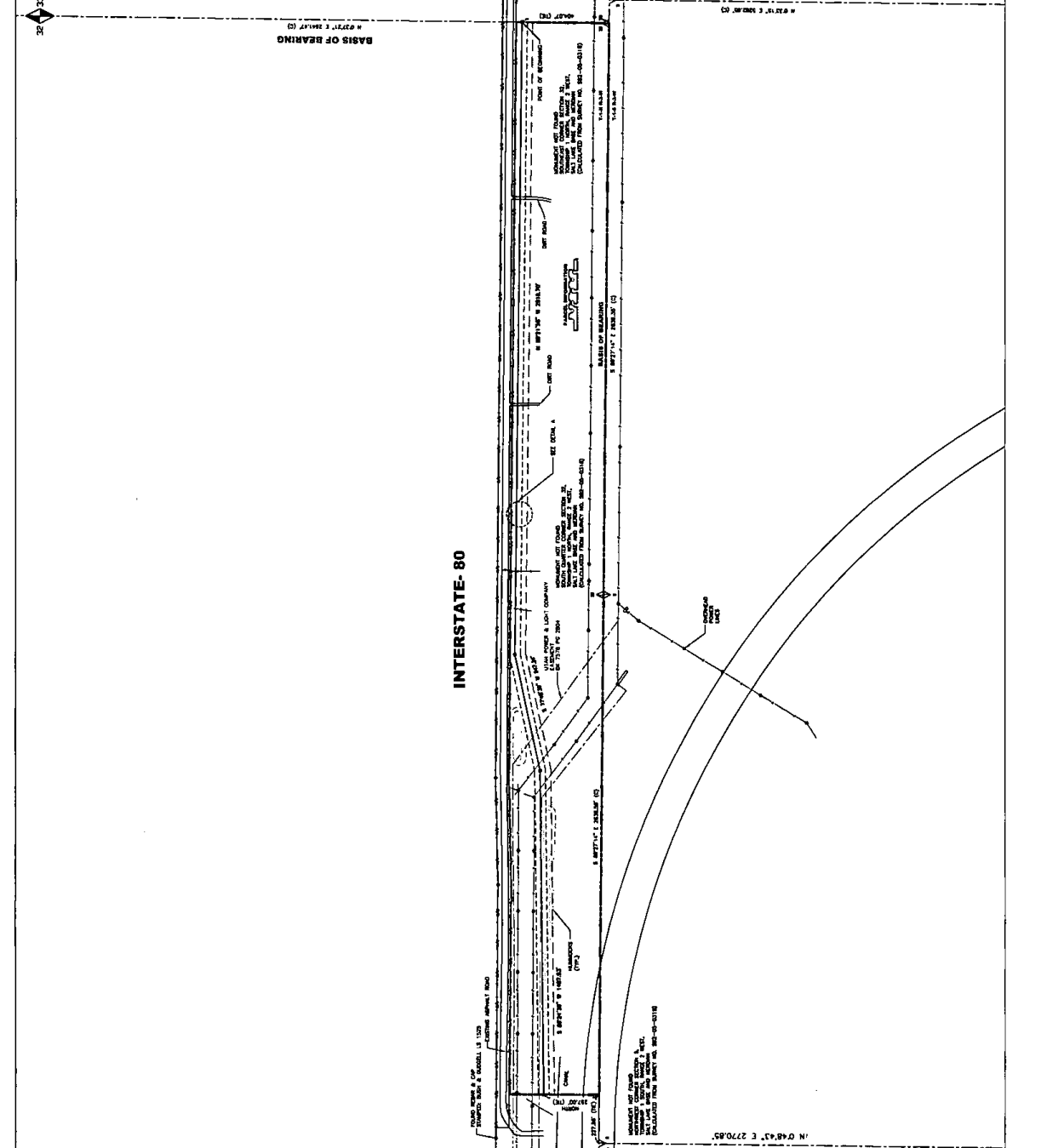
A PIPELINE EASEMENT SURVEY FOR:



TRACT NO. 1400 - SLB # 11  
 SECTION 32, TOWNSHIP 1 NORTH, RANGE 2 WEST, S.L.B. # 11  
 SALT LAKE COUNTY, UTAH

DATE: OCTOBER 13, 2008  
 JOB NO. 07169

PREPARED BY: MILLER ASSOCIATES, INC.  
 1000 WEST 1000 SOUTH, SUITE 1000  
 SALT LAKE CITY, UTAH 84119  
 PHONE: 801-972-1000 FAX: 801-972-1001  
 WWW.MILLERASSOCIATES.COM



CONTRIBUTE OF SURVEY  
BY RICHARD W. MILLER, REGISTERED LAND SURVEYOR, STATE OF UTAH,  
UNLESS NOTED OTHERWISE.  
BY THE SURVEYOR AS SHOWN HEREON.

DATE: NOVEMBER 17, 2006  
BY: RICHARD W. MILLER, L.S.

EASEMENT DESCRIPTION:

TRACT NO. 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

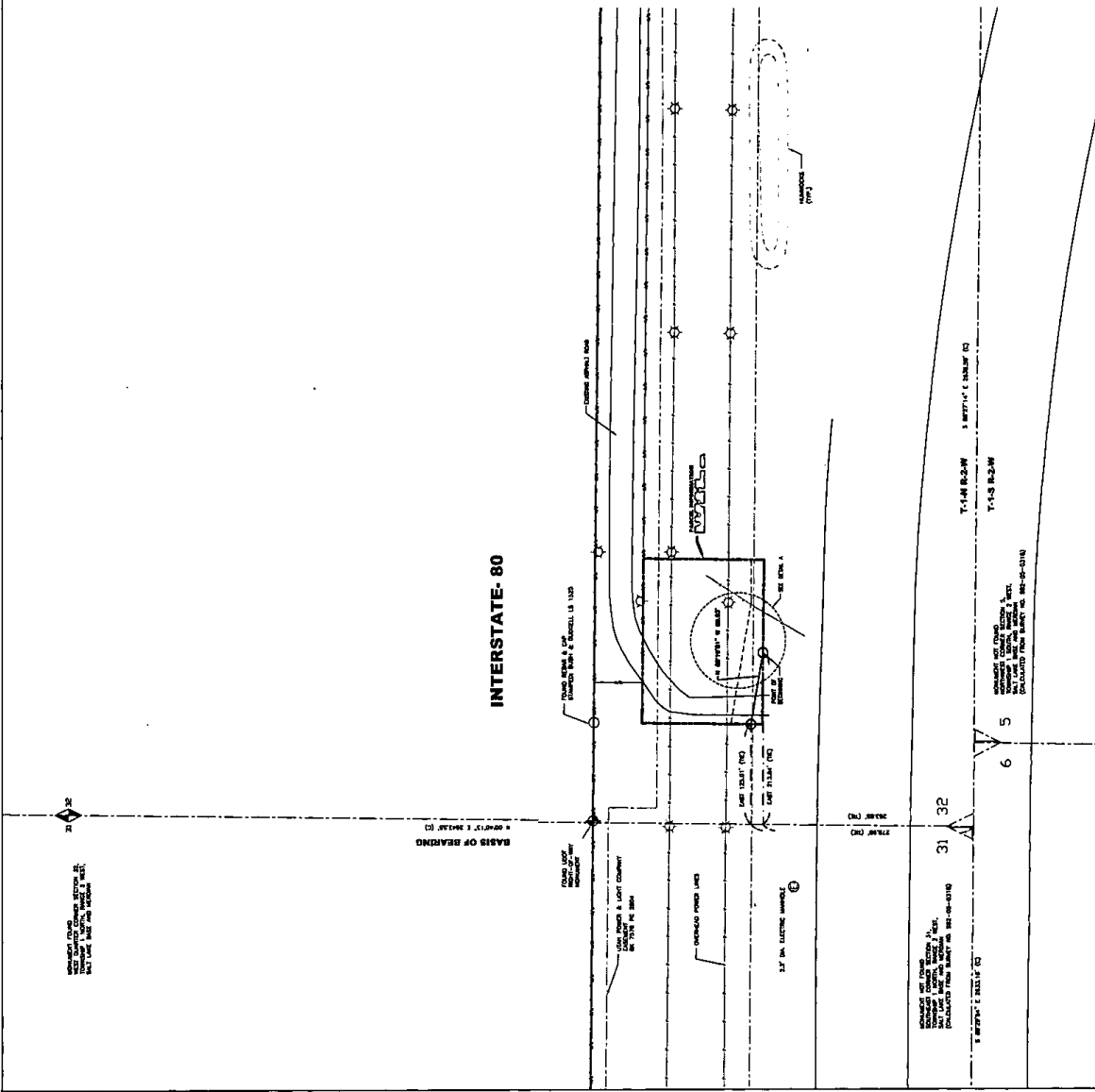
THE EASEMENT APPLICABLE HEREWITH IS 10.00 FEET AS SHOWN ON THE PLAT, THESE FOUND MONUMENTS AS LOCATED IN THE FIELD.

WARNING:

1. THE EASEMENT IS TO BE USED FOR THE CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT, AND OPERATION OF A PIPELINE THROUGH THE TRACTS OF LAND SHOWN ON THIS PLAT. THE EASEMENT SHALL NOT BE USED FOR ANY OTHER PURPOSES, INCLUDING CONSTRUCTION OF ANY BUILDING OR STRUCTURE, EXCEPT AS SHOWN ON THE PLAT. THE LOCATION OF THE PIPELINE SHALL BE DETERMINED BY THE ENGINEER AND THE LAND SURVEYOR.

2. THE BOUNDS OF THE EASEMENT ARE SHOWN ON THIS PLAT. THESE FOUND MONUMENTS AS LOCATED IN THE FIELD. THESE MONUMENTS SHALL NOT BE MOVED, DESTROYED, OR IN ANY MANNER ALTERED WITHOUT THE WRITTEN CONSENT OF THE SURVEYOR AND THE ENGINEER. THE ENGINEER SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF THESE MONUMENTS.

INTERSTATE-80



DETAIL A  
N.T.S.



NO.	DATE	BY	REVISION

A PIPELINE EASEMENT SURVEY FOR:  
**JUNEY**  
TRACT NO. UT-51-029  
SECTION 32, TOWNSHIP 1 NORTH, RANGE 2 WEST, S1.E. & 4.  
COUNTY OF KANE, UTAH

DATE: OCTOBER 17, 2006  
JOB NO. 0719

PREPARED BY: **MILLER ASSOCIATES, INC.**  
REGISTERED LAND SURVEYORS  
1275 WEST DELPHIN DRIVE SUITE 200  
P.O. BOX 970  
SALT LAKE CITY, UTAH 84119  
PHONE: (801) 974-4000 FAX: (801) 974-4009

**CONTRACT OF SURVEY**  
 I, **ROBERT W. MILLER**, REGISTERED LAND SURVEYOR, STATE OF UTAH,  
 DO HEREBY CERTIFY THAT I HAVE SUPERVISED A SURVEY  
 OF THE ABOVE DESCRIBED SECTION 32,  
 IN THE COUNTY OF TOWSON, UTAH.

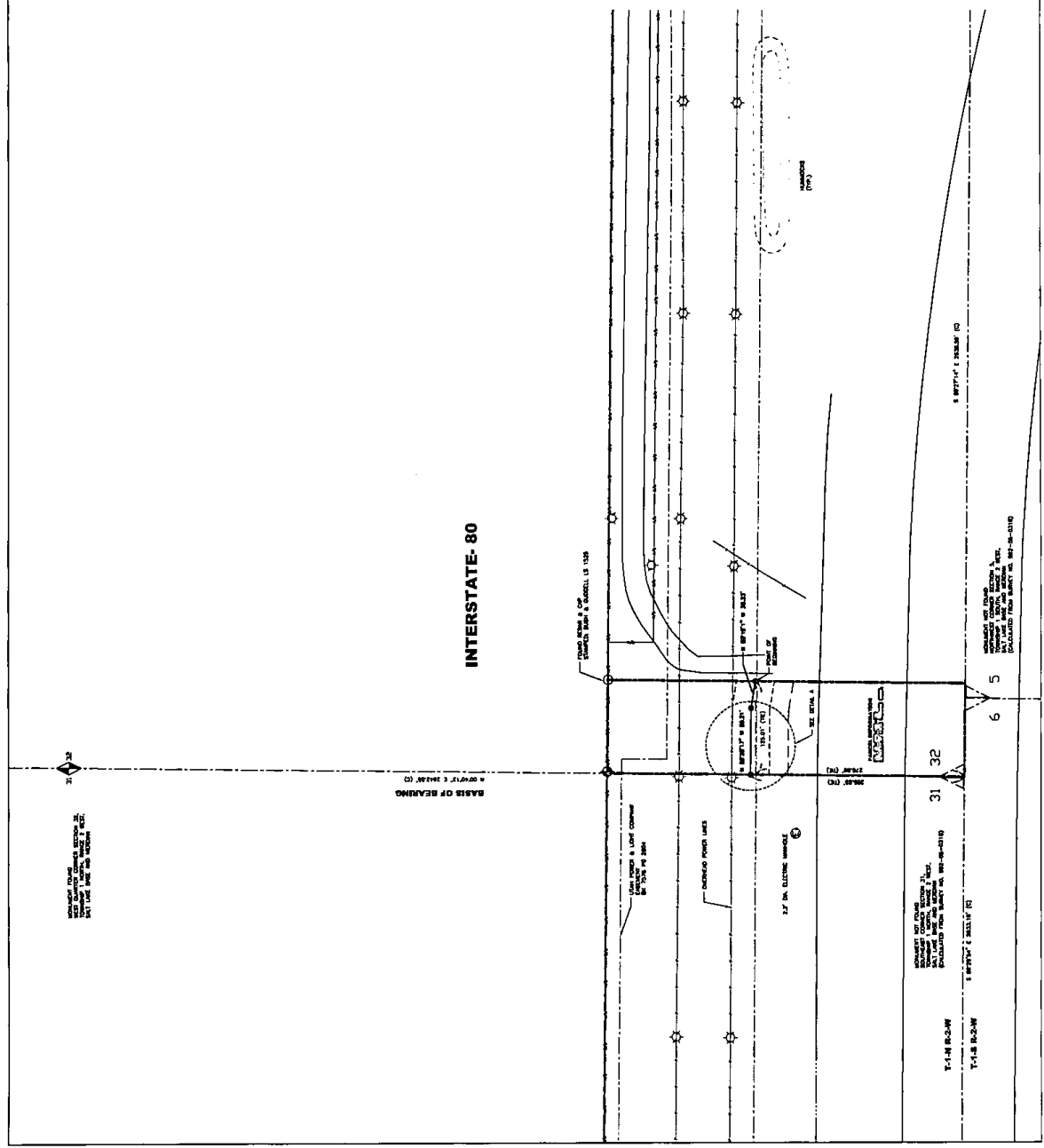
**DATE:** OCTOBER 17, 2008  
**SURVEYOR:** ROBERT W. MILLER, L.S.

**DETAILED DESCRIPTION:**  
 THIS SURVEY IS A 100' x 100' FEET TRACT LOCATED IN SECTION 32, TOWNSHIP 1  
 NORTH, RANGE 2 WEST, SLE 8 W, SALT LAKE COUNTY, UTAH AND  
 CENTRAL TO THE FOLLOWING DESCRIBED  
 BEING AT A POINT ON THE EAST LINE OF GRANITORS LAND BEING  
 NORTH 00°10'15" EAST 270.89 FEET ADJACENT SECTION 32 AND EAST  
 1 NORTH, RANGE 2 WEST, SLE 8 W, SALT LAKE COUNTY, UTAH AND  
 MORE ON LINES TO THE WEST LINE OF GRANITORS LAND, WHICH LIES  
 SOUTHWEST CORNER OF SECTION 32, TOWNSHIP 1 NORTH,  
 RANGE 2 WEST, SLE 8 W, SALT LAKE COUNTY, UTAH.

**TOTAL DISTANCE ADJACENT PROPERTY:** 1214.5 FEET OR 7.66 ACRES  
**AREA OF PERMANENT EASEMENT:** 0.114 ACRES  
**AREA OF PERMANENT RIGHTS:** 0.072 ACRES

**REMARKS:**  
 1. THE PURPOSE OF THIS SURVEY IS TO LOCATE AND OBTAIN AN  
 EASEMENT FROM A PIPELINE THROUGH THE TRACT OF LAND SHOWN ON  
 THIS PLAN. THE TRACT IS TO BE USED FOR CONSTRUCTION OF A PIPELINE  
 ON THE CORNER AND WAY FROM ACTUAL CONSTRUCTION LOCATION.  
 CONSTRUCTION LOCATION SHOULD BE MARKED THROUGH UTAH PIPELINE, LLC.  
 2. THE BASIS OF BEARING USED FOR THIS SURVEY IS AS SHOWN ON  
 THE PLAN. TRUE NORTH BEARINGS ARE LOCATED IN THE FIELD.

(M) = MEASURED BEARING OR DISTANCE  
 (R) = RECORD BEARING OR DISTANCE  
 (S) = SURVEYED BEARING OR DISTANCE  
 (C) = CADD BEARING OR DISTANCE

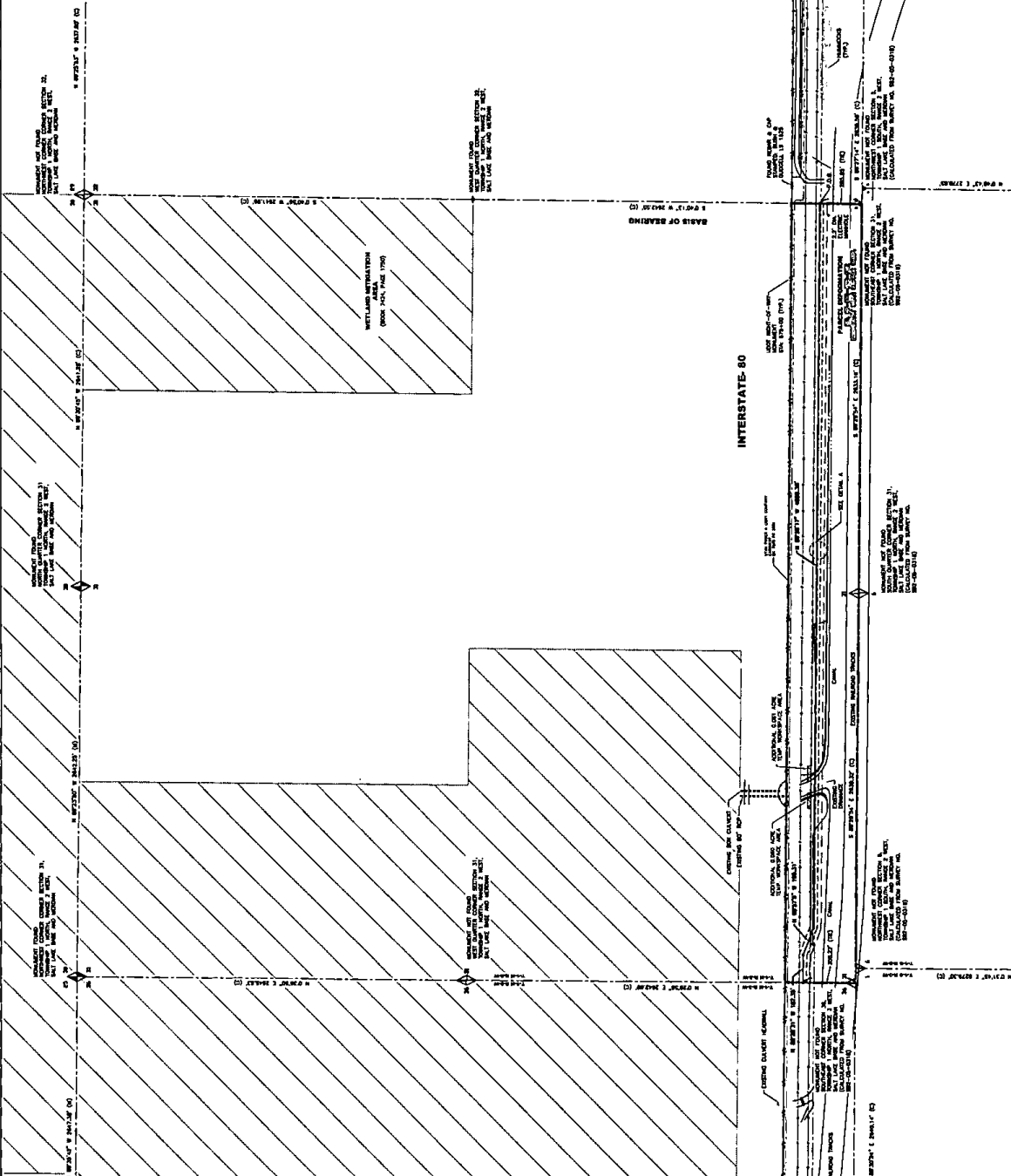
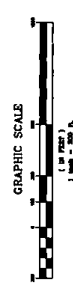
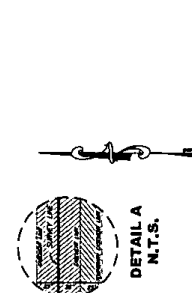


**CERTIFICATE OF SURVEY**  
 I, **ROBERT W. WALKER**, REGISTERED LAND SURVEYOR, STATE OF ILLINOIS, DO HEREBY CERTIFY THAT I HAVE SUPERVISED A SURVEY OF THE LAND SHOWN ON THESE PLATS.

DATE: **DECEMBER 13, 2008**  
 SURVEYOR: **ROBERT W. WALKER, L.S.**

**EASEMENT DESCRIPTION:**  
 235 FEET OF THE 300 FEET WIDE RIGHT OF WAY WAS ACQUIRED IN SECTION 31, TOWNSHIP 1 NORTH, RANGE 9 WEST, S.1.E. & S.2.E. IN ILLINOIS COUNTY, ILLINOIS AND BENTLEY TRAIL MARKET.  
 BEGINNING AT A POINT ON THE EAST LINE OF GRANVILLE LAND BEING NORTH 30°00'00" EAST 235 FEET ALONG SECTION LINE FROM THE WEST CORNER OF THE 300 FEET WIDE RIGHT OF WAY TO THE WEST CORNER OF THE 300 FEET WIDE RIGHT OF WAY, THENCE NORTH 90°00'00" WEST 235 FEET TO THE WEST CORNER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 9 WEST, S.1.E. & S.2.E. IN ILLINOIS COUNTY, ILLINOIS, TO THE POINT OF BEGINNING.  
 TOTAL EASEMENT GRANTED: 235 FEET OR 300.00 FEET.  
 AREA OF PERMANENT EASEMENT: 0.9271 ACRES.  
 AREA OF TEMPORARY EASEMENT: 3.126 ACRES.

**REMARKS:**  
 1. THE PURPOSE OF THIS SURVEY IS TO LOCATE AND RECORD AN EASEMENT ALONG A PORTION OF THE PORTION OF LAND SHOWN ON THESE PLATS. THE PORTION OF LAND SHOWN ON THESE PLATS IS THE PORTION OF THE GRANVILLE LAND BEING NORTH 30°00'00" EAST 235 FEET ALONG SECTION LINE FROM THE WEST CORNER OF THE 300 FEET WIDE RIGHT OF WAY TO THE WEST CORNER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 9 WEST, S.1.E. & S.2.E. IN ILLINOIS COUNTY, ILLINOIS. THE GRANVILLE LAND BEING NORTH 30°00'00" EAST 235 FEET ALONG SECTION LINE FROM THE WEST CORNER OF THE 300 FEET WIDE RIGHT OF WAY TO THE WEST CORNER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 9 WEST, S.1.E. & S.2.E. IN ILLINOIS COUNTY, ILLINOIS, IS SHOWN ON THE PLAT. THE GRANVILLE LAND BEING NORTH 30°00'00" EAST 235 FEET ALONG SECTION LINE FROM THE WEST CORNER OF THE 300 FEET WIDE RIGHT OF WAY TO THE WEST CORNER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 9 WEST, S.1.E. & S.2.E. IN ILLINOIS COUNTY, ILLINOIS, IS SHOWN ON THE PLAT. THE GRANVILLE LAND BEING NORTH 30°00'00" EAST 235 FEET ALONG SECTION LINE FROM THE WEST CORNER OF THE 300 FEET WIDE RIGHT OF WAY TO THE WEST CORNER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 9 WEST, S.1.E. & S.2.E. IN ILLINOIS COUNTY, ILLINOIS, IS SHOWN ON THE PLAT.



**REVISIONS**

NO.	DATE	BY	DESCRIPTION

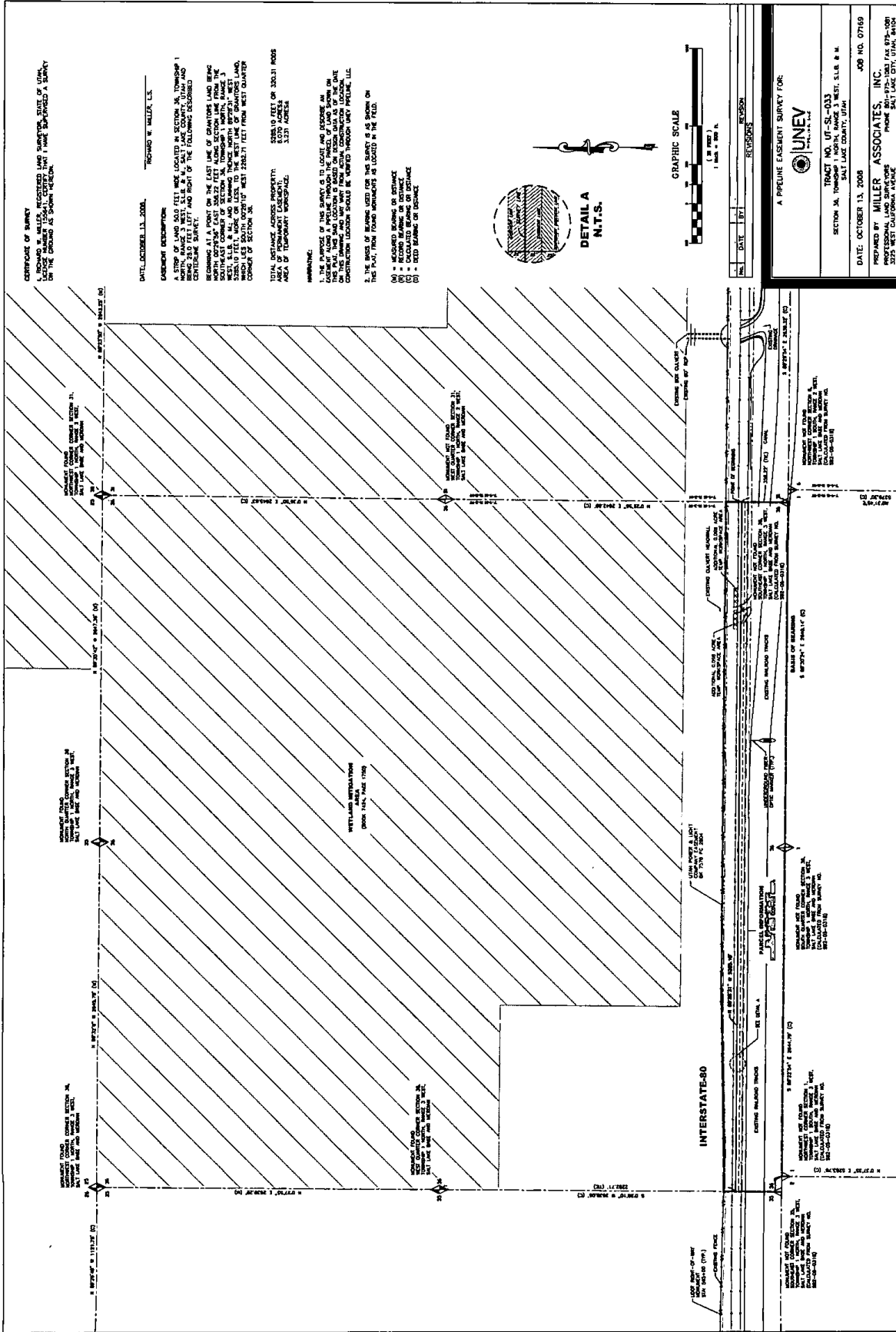
**A PIPELINE EASEMENT SURVEY FOR:**  
**JUNEY PRODUCTS L.P.**

**TRACT NO. 171-SL-031**  
 SECTION 31, TOWNSHIP 1 NORTH, RANGE 9 WEST, S.1.E. & S.2.E.  
 ILLINOIS COUNTY, ILLINOIS

**DATE: OCTOBER 13, 2008**      **JOB NO. 07109**

**PREPARED BY: MILLER ASSOCIATES, INC.**  
 PROFESSIONAL LAND SURVEYORS  
 PHONE: 801-974-0041 FAX: 801-974-0042  
 352 WEST PICTON AVENUE





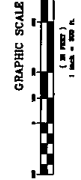
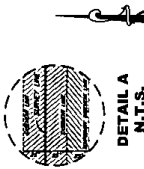
**CONTINUE OF SURVEY**  
 RICHARD W. MILLER, REGISTERED LAND SURVEYOR, STATE OF ILLINOIS  
 LICENSE NUMBER 003411, CERTIFY THAT I HAVE SUPERVISED A SURVEY  
 OF THE ABOVE DESCRIBED EASEMENT.

**DATE:** OCTOBER 13, 2008  
**PROJECT:** RICHARD W. MILLER, L.L.C.  
**EASEMENT DESCRIPTION:**  
 THIS EASEMENT IS A PRELIMINARY EASEMENT FOR THE CONSTRUCTION OF A  
 MALDEN TRUSS BRIDGE OVER THE INTERSTATE-80 FREEWAY. THE EASEMENT  
 IS LOCATED ON THE EAST HALF OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 3 WEST, S1/4 S1/4, R. 4E, S. 23E, AND IS BOUND BY THE FOLLOWING DESCRIBED  
 BOUNDARIES: AT A POINT ON THE EAST LINE OF GRANVILLE LAND BANGS  
 NORTH 00°00'00" EAST 300.27 FEET ALONG SECTION LINE FROM THE  
 WEST CORNER OF SECTION 36 TO THE EAST CORNER OF SECTION 36;  
 WEST, S1/4 S1/4, R. 4E, S. 23E, AND RANGING THENCE NORTH, WEST, WEST  
 NORTH, WEST, SOUTH, SOUTH, WEST, WEST, WEST, WEST, WEST, WEST,  
 CORNER OF SECTION 36.

**TOTAL DISTANCE ACROSS EASEMENT:** 300.27 FEET OR 300.31 FEET  
**AREA OF TEMPORARY EASEMENT:** 6,005.34 SQUARE FEET  
**AREA OF TEMPORARY WORKSPACE:** 3,331 SQUARE FEET

**WARNING:**  
 THE LOCATION OF THIS SURVEY IS IN THE EAST END OF SECTION 36,  
 TOWNSHIP 1 NORTH, RANGE 3 WEST, S1/4 S1/4, R. 4E, S. 23E, AND IS  
 LOCATED ALONG A PRELIMINARY EASEMENT FOR THE CONSTRUCTION OF A  
 MALDEN TRUSS BRIDGE OVER THE INTERSTATE-80 FREEWAY. THE  
 CONSTRUCTION LOCATION SHOULD BE VERIFIED THROUGH LAND INSURANCE, LLC.

THE BEAS OF BEASING USED FOR THIS SURVEY IS AS SHOWN ON  
 THE PLAN. THE FOUND MARKERS ARE LOCATED IN THE FIELD.  
 (M) = MARKED BEASING OR DISTANCE  
 (N) = RECORD BEASING OR DISTANCE  
 (D) = DISTANCE OR BEASING  
 (E) = DISTANCE OR BEASING



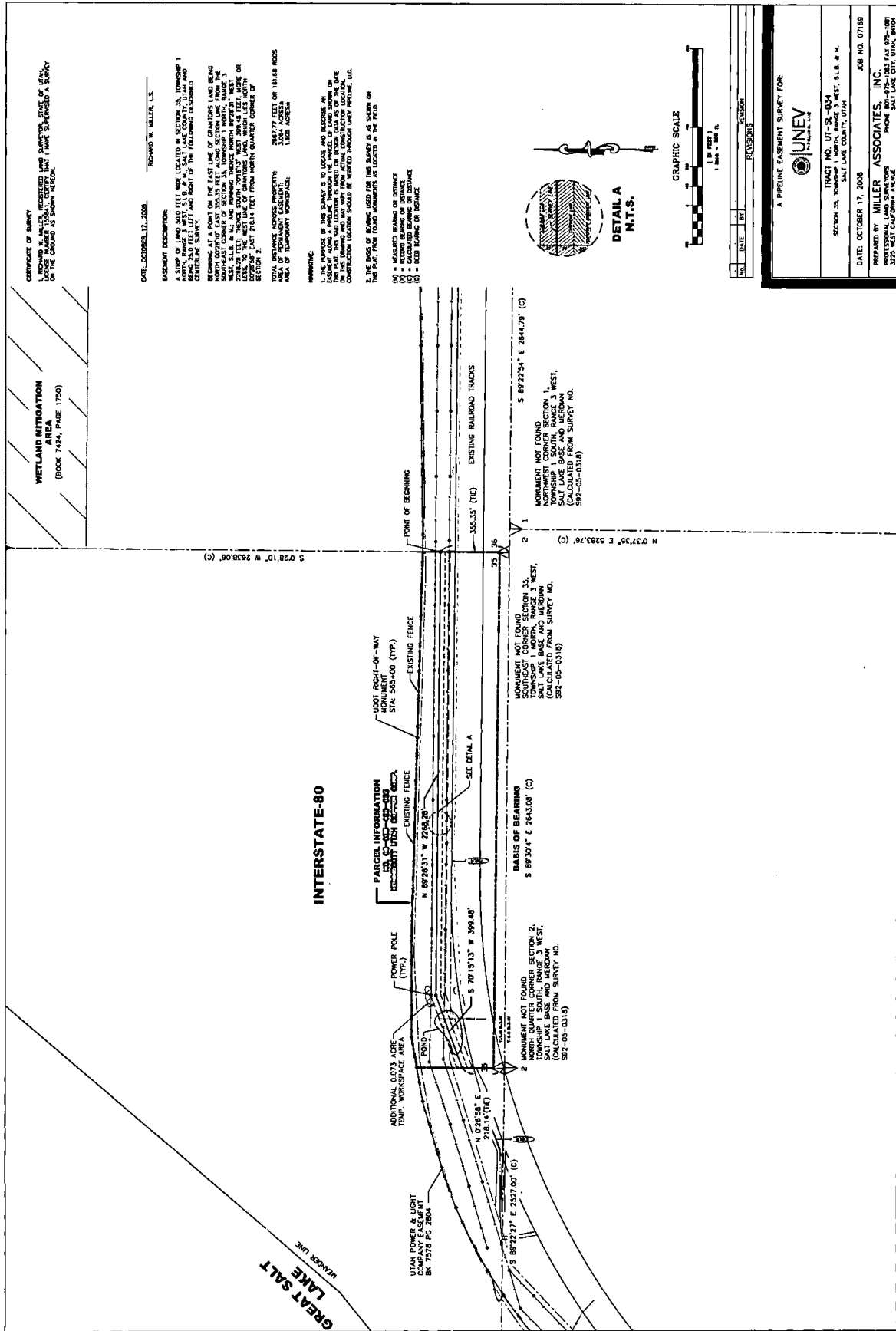
**REVISIONS**

NO.	DATE	BY	REVISION

**LUNNEY**  
 PROFESSIONAL LAND SURVEYORS  
 2821 WEST COLFORD AVENUE  
 CHICAGO, ILLINOIS 60644  
 PHONE 847-879-1087 FAX 879-1080  
 WWW.LUNNEY.COM

A PRELIMINARY EASEMENT SURVEY FOR:  
 TRACT NO. 07-SL-033  
 SECTION 36, TOWNSHIP 1 NORTH, RANGE 3 WEST, S1/4 S1/4, R. 4E, S. 23E  
 SULLY, ILLINOIS COUNTY, ILLINOIS

DATE: OCTOBER 13, 2008  
 JOB NO. 07169  
 PREPARED BY: MILLER ASSOCIATES, INC.



WETLAND MITIGATION AREA  
(BOOK 7424, PAGE 17500)

CONTRIBUTOR OF SURVEY  
LANDS RECORDED UNDER CERTAIN TITLE OF UTAH  
LANDS NUMBER 1234567890, ENTRY 1234 (PART SURVEYED A SURVEY  
ON THE GROUND AS SHOWN HEREON.

DATE: OCTOBER 17, 2008  
DRAWN BY: [Name]

CLIENT DESCRIPTION  
[Client Name]

TRACT NO. 07-SL-034  
SECTION 33, TOWNSHIP 1 NORTH, RANGE 3 WEST, S.1.E. & M.  
SALT LAKE COUNTY, UTAH

DATE: OCTOBER 17, 2008  
JOB NO. 07169

PREPARED BY: MILLER ASSOCIATES, INC.  
PROFESSIONAL LAND SURVEYORS  
3075 WEST GULFVIEW AVENUE  
SALT LAKE CITY, UTAH 84119

RECORD NO. 1234567890  
1800 ADDRESS

MARKING  
[Symbol] = MONUMENT  
[Symbol] = CALCULATED BEARING OR DISTANCE  
[Symbol] = BESS SURVEY OR DISTANCE

1. THE BASE OF BEARING USED FOR THIS SURVEY IS AS SHOWN ON  
THE P.L.S. FROM FOUND MONUMENTS AS LOCATED IN THE FIELD.

2. MONUMENT NOT FOUND  
NORTH QUARTER CORNER SECTION 2,  
TOWNSHIP 1 NORTH, RANGE 3 WEST,  
SALT LAKE BASE AND MERIDIAN  
(CALCULATED FROM SURVEY NO.  
592-05-0316)

3. MONUMENT NOT FOUND  
NORTHWEST CORNER SECTION 33,  
TOWNSHIP 1 NORTH, RANGE 3 WEST,  
SALT LAKE BASE AND MERIDIAN  
(CALCULATED FROM SURVEY NO.  
592-05-0316)

4. MONUMENT NOT FOUND  
NORTHWEST CORNER SECTION 1,  
TOWNSHIP 1 NORTH, RANGE 3 WEST,  
SALT LAKE BASE AND MERIDIAN  
(CALCULATED FROM SURVEY NO.  
592-05-0316)

GRAPHIC SCALE  
1" = 100' HORIZ.  
1" = 50' VERT.

DETAIL A  
N.T.S.

REVISIONS

NO. DATE BY

A PRELIMINARY EASEMENT SURVEY FOR:

LUNNEY

BOOK 9669 PAGE 4979

CONTIGUOUS OF SURVEY  
 LANDS OF THE STATE OF UTAH  
 COUNTY OF KANE, ARIZONA COUNTY THAT HAVE SURVEYED A SURVEY  
 ON THE GROUND AS SHOWN HEREON.

DATE: OCTOBER 13, 2008

BY: RICHARD W. MILLER, L.S.

EASEMENT DESCRIPTION:

A STRIP OF LAND 500 FEET WIDE LOCATED IN SECTION 24, TOWNSHIP 1  
 BEING 500 FEET LEFT AND RIGHT OF THE FOLLOWING DESCRIBED  
 BEARING AND DISTANCE:  
 BEARING AND DISTANCE: ON THE EAST LINE OF GRANADOS LAND BEING  
 NORTH 07°25'59" EAST 278.14 FEET ALONG SECTION LINE FROM THE  
 WEST CORNER OF SECTION 24 TO THE NORTH CORNER OF SECTION 3  
 482.75 FEET, MORE OR LESS, TO THE SOUTH LINE OF GRANADOS LAND,  
 482.75 FEET, MORE OR LESS, TO THE SOUTH LINE OF GRANADOS LAND,  
 FROM S40° SOUTH QUARTER CORNER OF SECTION 24, NORTH 34.61 FEET  
 FROM S40° SOUTH QUARTER CORNER OF SECTION 24.

TOTAL SETBACK CORNER PROPERTY: 482.75 FEET BY 20.00 FEET  
 AREA OF TEMPORARY IMPROVEMENT: 0.922 ACRES

WARNING:  
 THE PURPOSE OF THIS SURVEY IS TO LOCATE AND ESTABLISH AN  
 EASEMENT ON THE GROUND AS SHOWN HEREON. THIS SURVEY IS BASED ON  
 THE FIELD DATA AND RECORDS OF THE SURVEYOR. THE SURVEYOR HAS  
 CONDUCTED THIS SURVEY IN ACCORDANCE WITH THE STANDARDS AND  
 PRACTICES OF THE PROFESSION OF SURVEYING IN THE STATE OF UTAH.  
 THE LOCATION OF THE EASEMENT SHOULD BE VERIFIED THROUGH LAND RECONSTRUCTION, LLC.

1. THE USE OF BEINGS USED FOR THIS SURVEY IS AS SHOWN ON  
 THE PLAN. FROM FOUND MONUMENTS AS LOCATED IN THE FIELD.  
 MONUMENT NOT FOUND  
 MONUMENT NOT FOUND

# INTERSTATE-80

UTAH POWER & LIGHT  
 COMPANY EASEMENT  
 BK 7578 PG 2804

PARCEL INFORMATION  
 NO. 06-035-376-001  
 KENNECOTT UTAH COPPER CORP.

UDOT  
 RIGHT-OF-WAY  
 MONUMENT

MONUMENT NOT FOUND  
 MONUMENT NOT FOUND  
 TOWNSHIP 1 SOUTH, RANGE 3 WEST,  
 SALT LAKE BASE AND MERIDIAN  
 (CALCULATED FROM SURVEY NO. 3008-11-0818)

BASIS OF BEARING  
 2 S 86°22'27" E 2527.00' (C)

POWER POLE  
 (TYP.)

POND

P.O.B.  
 N0°26'58"E  
 218.14' (TIE)

T-1-N R-3-W  
 T-1-S R-3-W

2 MONUMENT NOT FOUND  
 NORTH QUARTER CORNER SECTION 2,  
 TOWNSHIP 1 SOUTH, RANGE 3 WEST,  
 SALT LAKE BASE AND MERIDIAN  
 (CALCULATED FROM SURVEY NO.  
 S92-05-0318)

437.15' (TIE)

55.83' NORTH (TIE)

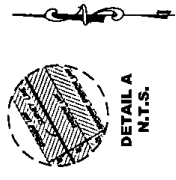
70°15'15" W 456.25'

ROAD

DITCH

UPRR R/W

GREAT SALT  
 LAKE  
 MEANDER LINE



DETAIL A  
 N.T.S.

GRAPHIC SCALE  
 1" = 100' HORIZONTAL  
 1" = 50' VERTICAL

NO.	DATE	BY	REVISION

A PRELIMINARY EASEMENT SURVEY FOR:

TRACT NO. UT-51-035  
 SECTION 24, TOWNSHIP 1 SOUTH, RANGE 3 WEST, S.L.B. & M.  
 SALT LAKE COUNTY, UTAH

DATE: OCTOBER 13, 2008

PREPARED BY: MILLER ASSOCIATES, INC.  
 PROFESSIONAL LAND SURVEYORS  
 3075 WEST CALIFORNIA AVENUE  
 SALT LAKE CITY, UTAH, 84104  
 JOB NO. 07169

**GREAT SALT LAKE**

MEANDER LINE

**INTERSTATE-80**

CONTRIBUTOR OF SURVEY:  
 KENNEDY & ASSOCIATES, INC. REGISTERED LAND SURVEYORS, STATE OF UTAH,  
 LICENSE NUMBER 12041, CARRY THAT HAVE SUPERVISED A SURVEY  
 ON THE GROUND AS SHOWN HEREON.

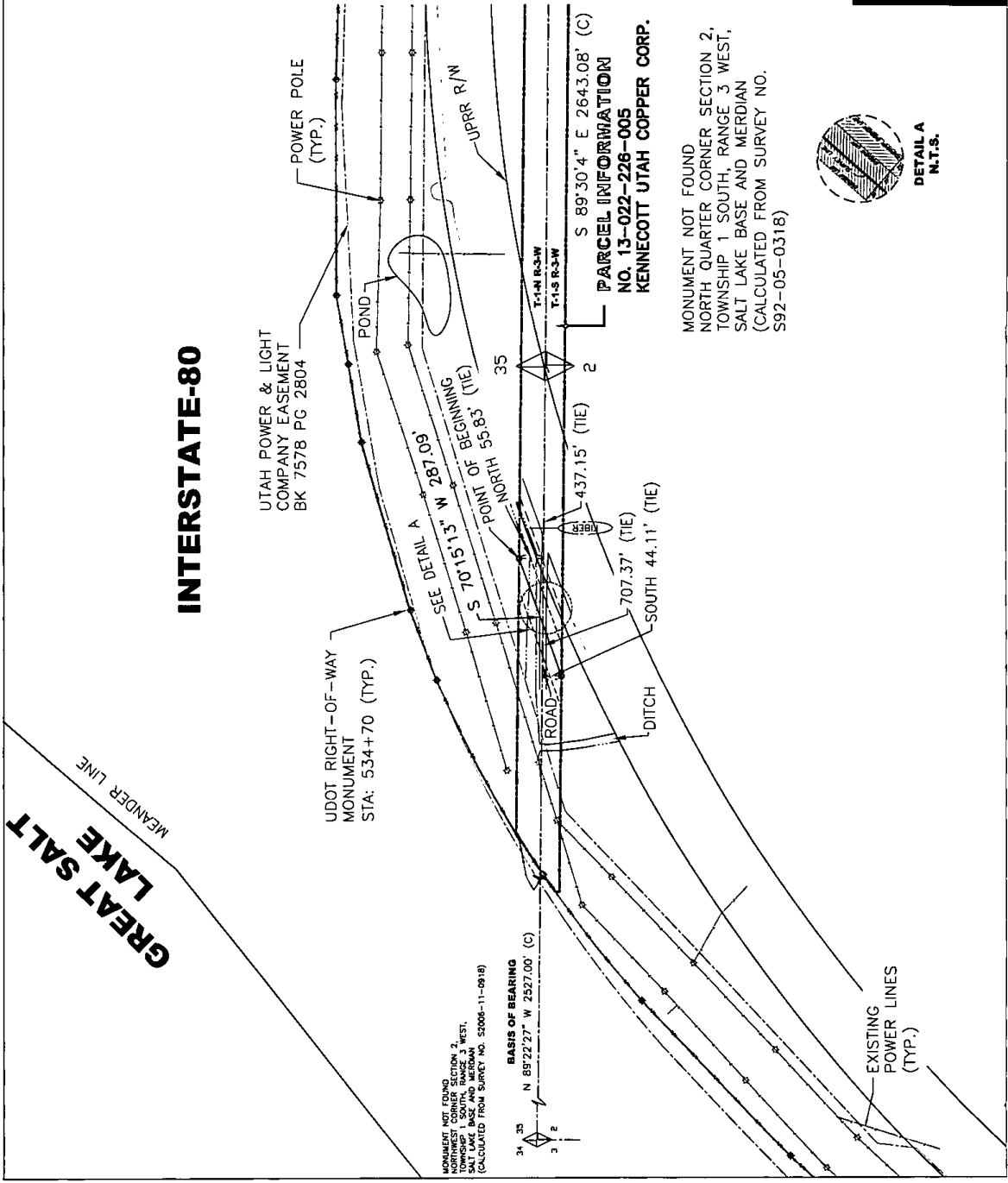
DATE: OCTOBER 13, 2008

PREPARED BY: MILLER, L.L.

ENCUMBRANCE DESCRIPTION:  
 THE TRACT DESCRIBED HEREON IS SITUATED IN THE SEQUOIA TOWNSHIP,  
 SALT LAKE COUNTY, UTAH AND BEING 20.00 ACRES, MORE OR  
 LESS, AS SHOWN HEREON. THE TRACT IS BOUNDARY LINE TO THE  
 NORTH AND EAST BY THE TRACT DESCRIBED IN THE TRACT  
 BEGINS AT A POINT ON THE NORTH LINE OF QUARTERS LAND BEING  
 NORTH 89°30'4" WEST 2643.08 FEET ALONG SECTION LINE AND NORTH  
 TOWNSHIP 1 NORTH, RANGE 3 WEST, S.18 E. 42, LAND BEING THE  
 LINE OF QUARTERS LAND, BEING LIES NORTH 89°30'4" WEST 2643.08  
 FEET ALONG SECTION LINE AND SOUTH 44°11' (TIE) FEET FROM SOUTH  
 QUARTERS SECTION LINE.

MARKING:  
 1. ALL BEARINGS AND DISTANCES ARE CALCULATED FROM THE  
 MONUMENT NOT FOUND CORNER 2, TOWNSHIP 1 SOUTH, RANGE 3 WEST,  
 SALT LAKE BASE AND MERIDIAN (CALCULATED FROM SURVEY NO. S2006-11-0918)

NOTE: THE BASIS OF BEARING USED FOR THIS SURVEY IS AS SHOWN ON  
 THE PLAN. FOUND MONUMENTS AS LOCATED IN THE FIELD.  
 (M) = MONUMENT FOUND OR EXISTENCE  
 (N) = MONUMENT FOUND OR EXISTENCE  
 (C) = CALCULATED BEARING OR DISTANCE  
 (S) = SEE BEARING OR DISTANCE



NO.	DATE	BY	REVISION

A PIPELINE EASEMENT SURVEY FOR:  
**JUNEY**  
 TRACT NO. 17 - S1 - 038  
 SECTION 2, TOWNSHIP 1 SOUTH, RANGE 3 WEST, S.18 E. 42,  
 SALT LAKE COUNTY, UTAH

DATE: OCTOBER 13, 2008

JOB NO. 07189

PREPARED BY: MILLER ASSOCIATES, INC.  
 PROFESSIONAL LAND SURVEYORS  
 PHONE 801-973-1083 FAX 801-973-1001  
 3225 WEST CALIFORNIA AVENUE SALT LAKE CITY, UTAH 84119

MONUMENT NOT FOUND  
 NORTH QUARTER CORNER SECTION 2,  
 TOWNSHIP 1 SOUTH, RANGE 3 WEST,  
 SALT LAKE BASE AND MERIDIAN  
 (CALCULATED FROM SURVEY NO.  
 S92-05-0318)

**PARCEL INFORMATION**  
 NO. 13-022-226-005  
 KENNECHOTT UTAH COPPER CORP.

EXISTING POWER LINES (TYP.)

UDOT RIGHT-OF-WAY MONUMENT STA: 534+70 (TYP.)

UTAH POWER & LIGHT COMPANY EASEMENT BK 7578 PG 2804

POWER POLE (TYP.)

POND

UPRR R/N

ROAD

DITCH

SEE DETAIL A

POINT OF BEGINNING

35

2

3

4

CONTINUE OF SURVEY  
 RICHARD W. MILLER REGISTERED LAND SURVEYOR, STATE OF UTAH,  
 LICENSE NUMBER 12345, CERTIFY THAT I HAVE SUPERVISED A SURVEY  
 ON THE BEHALF OF SAID PERSON.

DATE: OCTOBER 17, 2008  
 RICHARD W. MILLER, L.S.

**DESCRIPTIVE INFORMATION:**  
 THIS SURVEY WAS MADE ACCORDING TO SECTION 1, TOWNSHIP 1  
 SOUTH, RANGE 3 WEST, S1/4, S2/4, S3/4, S4/4, TOWNSHIP 1  
 SOUTH, RANGE 3 WEST, S1/4, S2/4, S3/4, S4/4, COUNTY OF GARFIELD,  
 STATE OF UTAH.  
 BEGINNING AT A POINT ON THE NORTH LINE OF QUANTERS LAND BEING  
 NORTH 89°27'27" WEST 703.37 FEET ALONG SECTION LINE AND SOUTH  
 1201.33 FEET ALONG SECTION LINE AND SOUTH  
 TOWNSHIP 1 NORTH, RANGE 3 WEST, S1/4, S2/4, S3/4, S4/4, TOWNSHIP,  
 COUNTY OF GARFIELD, STATE OF UTAH, BEING THE NORTH QUARTER  
 CORNER OF SAID SECTION 2, TOWNSHIP 1 NORTH, RANGE 3 WEST, S1/4,  
 S2/4, S3/4, S4/4, COUNTY OF GARFIELD, STATE OF UTAH, BEING THE  
 SOUTH 228.81 FEET FROM SOUTH QUARTER CORNER OF  
 SECTION 35.

THIS SURVEY WAS MADE ACCORDING TO SECTION 1, TOWNSHIP 1  
 SOUTH, RANGE 3 WEST, S1/4, S2/4, S3/4, S4/4, COUNTY OF GARFIELD,  
 STATE OF UTAH.  
 BEGINNING AT A POINT ON THE NORTH LINE OF QUANTERS LAND BEING  
 NORTH 89°27'27" WEST 703.37 FEET ALONG SECTION LINE AND SOUTH  
 1201.33 FEET ALONG SECTION LINE AND SOUTH  
 TOWNSHIP 1 NORTH, RANGE 3 WEST, S1/4, S2/4, S3/4, S4/4, TOWNSHIP,  
 COUNTY OF GARFIELD, STATE OF UTAH, BEING THE NORTH QUARTER  
 CORNER OF SAID SECTION 2, TOWNSHIP 1 NORTH, RANGE 3 WEST, S1/4,  
 S2/4, S3/4, S4/4, COUNTY OF GARFIELD, STATE OF UTAH, BEING THE  
 SOUTH 228.81 FEET FROM SOUTH QUARTER CORNER OF  
 SECTION 35.

**REMARKS:**  
 1. THE BASIS OF BEARING USED FOR THIS SURVEY IS AS SHOWN ON  
 THE PLAN, FROM FOUND MONUMENTS AS LOCATED IN THE FIELD.  
 2. THE BASIS OF BEARING USED FOR THIS SURVEY IS AS SHOWN ON  
 THE PLAN, FROM FOUND MONUMENTS AS LOCATED IN THE FIELD.  
 3. MONUMENT NOT FOUND  
 NORTH QUARTER CORNER SECTION 2,  
 TOWNSHIP 1 NORTH, RANGE 3 WEST,  
 SALT LAKE BASE AND MERIDIAN WEST,  
 (CALCULATED FROM SURVEY NO. 392-05-0318)

UTAH POWER & LIGHT COMPANY EASEMENT  
 BK 7578 PG 2804

UTAH POWER & LIGHT COMPANY EASEMENT  
 BK 7578 PG 2804

UTAH POWER & LIGHT COMPANY EASEMENT  
 BK 7578 PG 2804

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 BK 7578 PG 2804

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 BK 7578 PG 2804

UTAH POWER & LIGHT COMPANY EASEMENT  
 BK 7578 PG 2804

UTAH POWER & LIGHT COMPANY EASEMENT  
 BK 7578 PG 2804

UTAH POWER & LIGHT COMPANY EASEMENT  
 BK 7578 PG 2804

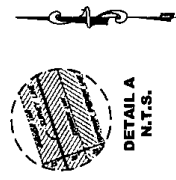
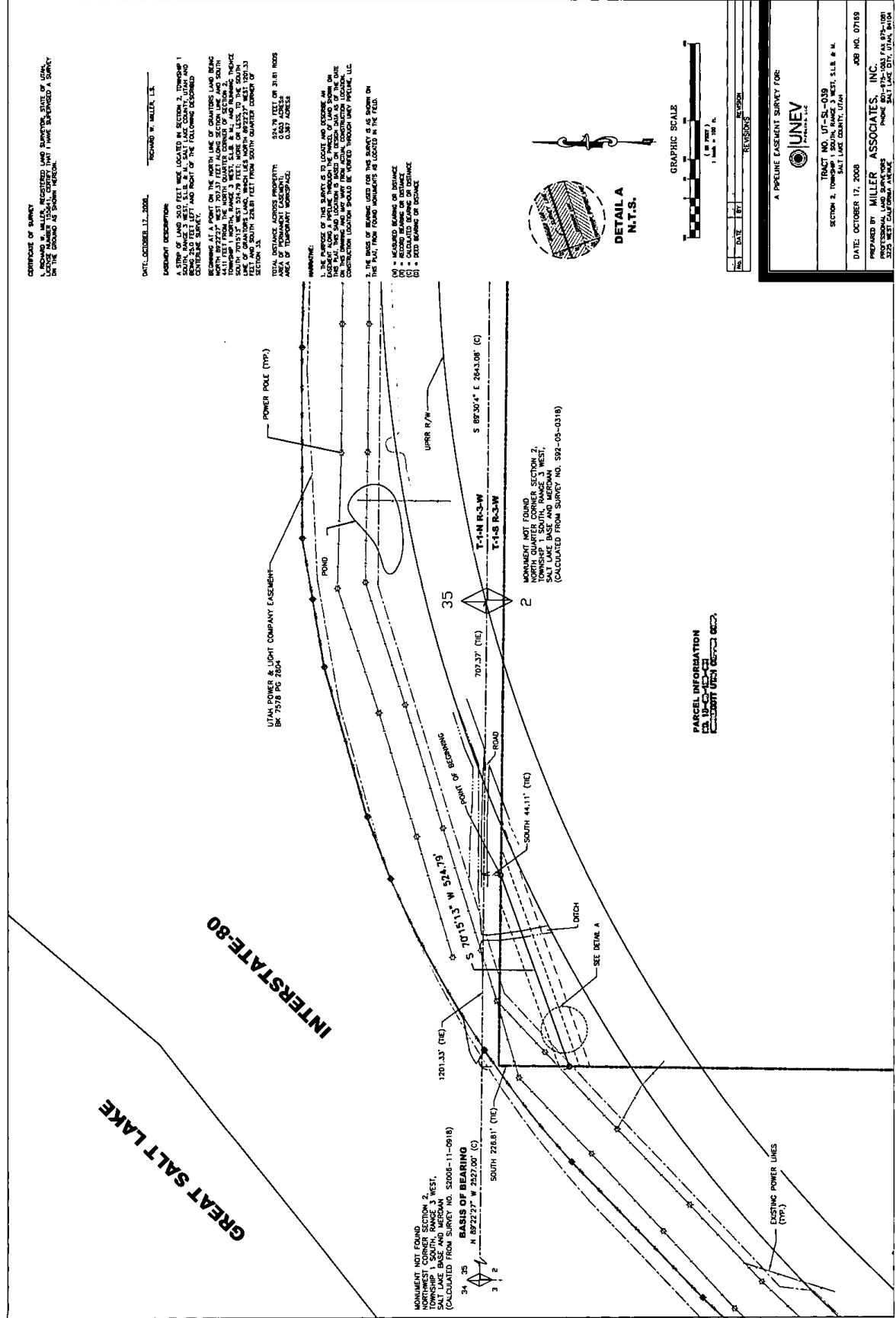
UTAH POWER & LIGHT COMPANY EASEMENT  
 BK 7578 PG 2804

UTAH POWER & LIGHT COMPANY EASEMENT  
 BK 7578 PG 2804

UTAH POWER & LIGHT COMPANY EASEMENT  
 BK 7578 PG 2804

UTAH POWER & LIGHT COMPANY EASEMENT  
 BK 7578 PG 2804

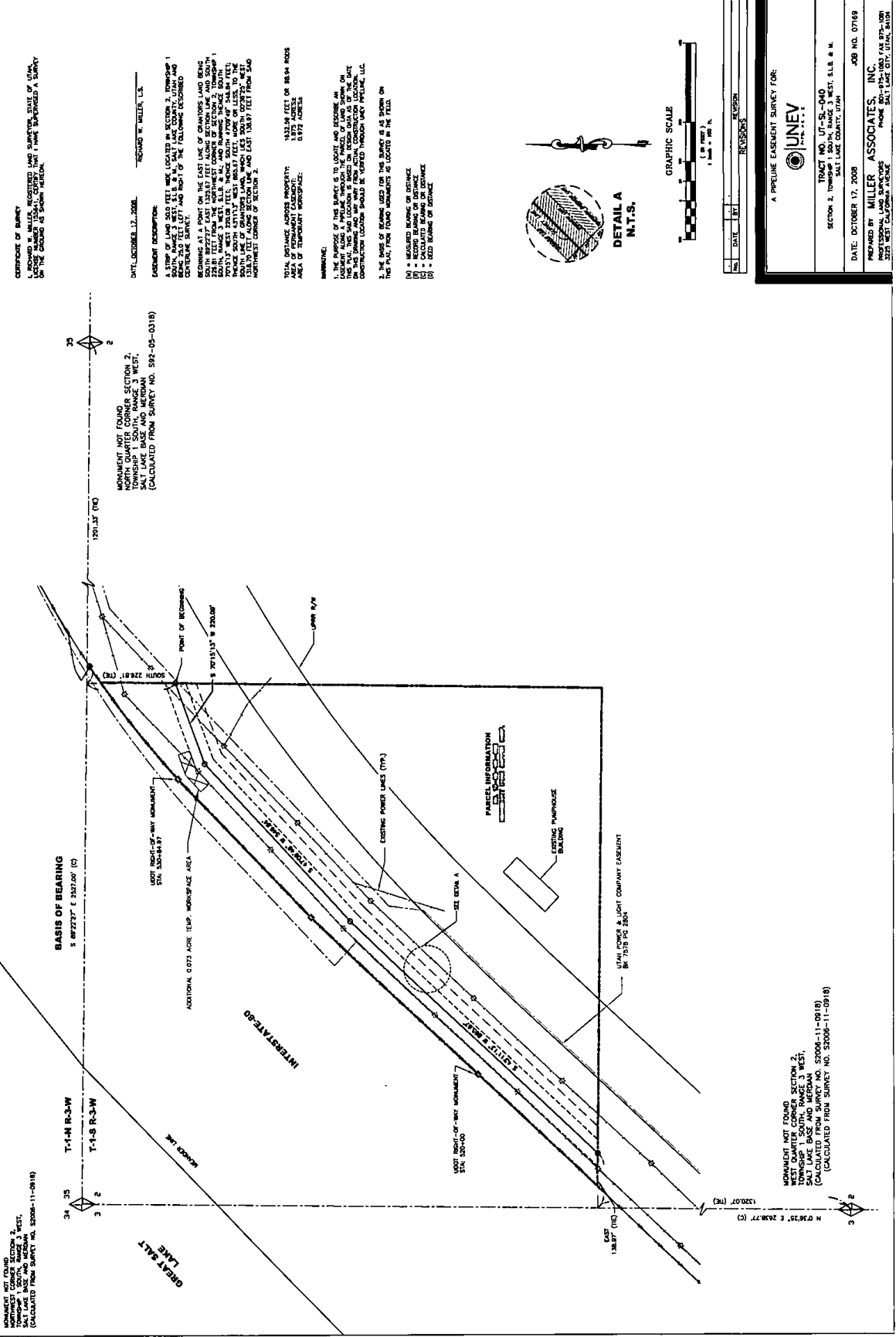
UTAH POWER & LIGHT COMPANY EASEMENT  
 BK 7578 PG 2804



NO.	DATE	BY	REVISIONS

A PRELIMINARY EASEMENT SURVEY FOR:  
**JUNEY PROJECT, LLC**  
 TRACT NO. UT-SL-039  
 SECTION 2, TOWNSHIP 1 SOUTH, RANGE 3 WEST, S1/4, S2/4, S3/4, S4/4,  
 SALT LAKE COUNTY, UTAH  
 JOB NO. 07189  
 PREPARED BY: MILLER ASSOCIATES, INC.  
 PROFESSIONAL LAND SURVEYOR LICENSE NO. 12345  
 350 WEST 500 SOUTH, SALT LAKE CITY, UTAH 84143

PARCEL INFORMATION  
 EA 10-0-10-0-0-0  
 COUNTY UTAH DEPT 3 0027



CENTRICE OF BUNNY  
 L. HOWARD W. MILLER, REGISTERED LAND SURVEYOR, STATE OF UTAH,  
 HAS THIS DAY RECORDED THIS INSTRUMENT, BEING A SURVEY  
 OF THE ABOVE DESCRIBED LAND AND INTERESTS THEREON.

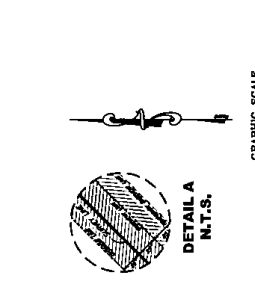
DATE: DECEMBER 17, 2008.      HOWARD W. MILLER, L.S.  
 SURVEYOR

DESCRIPTOR DESCRIPTION:  
 THIS SURVEY IS A PRELIMINARY SURVEY OF THE EAST AND WEST  
 HALVES OF SECTION 2, TOWNSHIP 34 NORTH, RANGE 3 WEST,  
 SALT LAKE COUNTY, UTAH, AND IS A CONTINUATION OF THE  
 SURVEY OF SAID SECTION 2, TOWNSHIP 34 NORTH, RANGE 3 WEST,  
 SALT LAKE COUNTY, UTAH, BEING THE FOLLOWING DESCRIBED:  
 BEGINNING AT A POINT ON THE EAST LINE OF GRANVILLE LAND BEING  
 320.75 FEET EAST 120.37 FEET NORTH SECTION LINE AND SOUTH  
 228.81 FEET WEST S.E. 1/4, S.E. 1/4, AND PLANNING NEIGHBORHOOD,  
 SECTION 2, TOWNSHIP 34 NORTH, RANGE 3 WEST, SALT LAKE COUNTY,  
 UTAH; THENCE SOUTH 43°15'37\"/>

TOTAL DISTANCE ACROSS PROPERTY: 1433.06 FEET OR 88.94 RODS  
 AREA OF INSTRUMENT DESCRIBED: 3.975 ACRES  
 AREA OF ADJACENT INSTRUMENTS: 0.574 ACRES

REMARKS:  
 1. THE PURPOSE OF THIS SURVEY IS TO LOCATE AND DESCRIBE AN  
 EASEMENT ACROSS A PORTION OF THE TRACT OF LAND SHOWN ON  
 THE PLAT, TO BE USED BY THE UTILITY COMPANY FOR THE INSTALLATION  
 OF A 200-KVOLT TRANSMISSION LINE. THE LOCATION OF THE  
 TRANSMISSION TOWER SHOULD BE DETERMINED THROUGH FIELD SURVEY, U.S.C.  
 2. THE BEARS OF BEARINGS USED FOR THIS SURVEY IS AS SHOWN ON  
 THE PLAT, THE FOUND MONUMENTS AS LOCATED IN THE FIELD.

(M) = MEASURED BEARING OR DISTANCE  
 (D) = DEDUCED BEARING OR DISTANCE  
 (C) = CALCULATED BEARING OR DISTANCE  
 (E) = EXISTING BEARING OR DISTANCE



GRAPHIC SCALE  
 1 inch = 100 feet

NO.	DATE	BY	REVISIONS

A PRELIMINARY EASEMENT SURVEY FOR:

TRACT NO. U7-SL-040  
 SECTION 2, TOWNSHIP 34 NORTH, RANGE 3 WEST, S.E. 1/4 & W. 1/4  
 SALT LAKE COUNTY, UTAH

DATE: OCTOBER 17, 2008      JOB NO. 07169

PREPARED BY: MILLER ASSOCIATES, INC.  
 200 WEST 4000 SOUTH, SUITE 300  
 SALT LAKE CITY, UTAH 84119  
 PHONE: 313.343.1212 FAX: 313.343.1213

MONUMENT NOT FOUND  
 NORTHWEST CORNER SECTION 2,  
 TOWNSHIP 34 NORTH, RANGE 3 WEST,  
 SALT LAKE COUNTY, UTAH.  
 (CALCULATED FROM SURVEY NO. 892-02-0318)

MONUMENT NOT FOUND  
 NORTHWEST CORNER SECTION 2,  
 TOWNSHIP 34 NORTH, RANGE 3 WEST,  
 SALT LAKE COUNTY, UTAH.  
 (CALCULATED FROM SURVEY NO. 892-02-0318)

MONUMENT NOT FOUND  
 NORTHWEST CORNER SECTION 2,  
 TOWNSHIP 34 NORTH, RANGE 3 WEST,  
 SALT LAKE COUNTY, UTAH.  
 (CALCULATED FROM SURVEY NO. 892-02-0318)

MONUMENT NOT FOUND  
 NORTHWEST CORNER SECTION 2,  
 TOWNSHIP 34 NORTH, RANGE 3 WEST,  
 SALT LAKE COUNTY, UTAH.  
 (CALCULATED FROM SURVEY NO. 892-02-0318)

**CORNER OF SURVEY**  
 1. RICHARD W. MILLER, REGISTERED LAND SURVEYOR, STATE OF UTAH,  
 BY THE ABOVE IS SAID SECTION.

DATE: OCTOBER 17, 2008  
 RICHARD W. MILLER, L.S.

**EXHIBIT DESCRIPTION:**  
 A TRACT OF LAND 800.00 FEET WIDE LOCATED IN SECTION 2, TOWNSHIP 1  
 SOUTH, RANGE 3 WEST, S.L.B. # 1, SALT LAKE COUNTY, UTAH AND  
 DEWITT COUNTY, MISSOURI.  
 BEGINNING AT A POINT ON THE NORTH LINE OF GRANITORS LAND BEING  
 NORTH 89° 51' 13" WEST 290.36 FEET TO AN IRON PIPER  
 TOWNSHIP 1 SOUTH, RANGE 3 WEST, S.L.B. # 1, AND THENCE THENCE  
 SOUTH 89° 51' 13" WEST 1170.00 FEET TO AN IRON PIPER  
 OF GRANITORS LAND, WHICH LIES NORTH 89° 51' 13" WEST  
 ALONG SECTION LINE FROM WEST QUARTER CORNER OF SECTION 2.

TOTAL DISTANCE ALONGS PROPERTY:  
 1470.36 FEET OR 12.45 ACRES  
 AREA OF PERMANENT EASEMENT:  
 0.238 ACRES  
 AREA OF TEMPORARY WORKSPACE:  
 0.117 ACRES

**WARNING:**

1. THE PURPOSE OF THIS SURVEY IS TO LOCATE AND OBTAIN AN  
 EASEMENT ALONG A PIPELINE THROUGH THE PARCEL OF LAND SHOWN ON  
 THIS SURVEY. THE LOCATION OF THE PIPELINE SHALL BE DETERMINED  
 ON THE DRAWING AND MAY VARY FROM ACTUAL CONSTRUCTION LOCATION.  
 CONSTRUCTION LOCATION SHOULD BE VERIFIED THROUGH UTILITY PRACTICE, LLC.

2. THE BASIS OF BEARING USED FOR THIS SURVEY IS AS SHOWN ON  
 THIS PLAN. TRUE NORTH MONUMENTS AS LOCATED IN THE FIELD.

(M) = MEASURED BEARING OR DISTANCE  
 (D) = RECORD BEARING OR DISTANCE  
 (C) = CALCULATED BEARING OR DISTANCE  
 (E) = OLD BEARING OR DISTANCE

MONUMENT NOT FOUND  
 WEST QUARTER CORNER SECTION 2,  
 SALT LAKE BASE AND MERIDIAN WEST,  
 (CALCULATED FROM SURVEY NO. 2008-11-0818)

34 35  
 2 3

MEMBER LINE  
 EAST 136.97' (M)  
 NORTH 89° 51' 13" WEST 290.36'  
 UPRR RIGHT-OF-WAY  
 UDOT RIGHT-OF-WAY MONUMENT 510400  
 INTERSTATE 40  
 UTILITY POWER & LIGHT COMPANY EASEMENT BK 7576 PG 2804  
 EXISTING PUMPHOUSE BUILDING  
 BASIS OF BEARING  
 N 07° 52' 5" E 2626.77' (C)  
 1320.06' (M)  
 1170.31' (M)  
 SEE DETAIL A

MONUMENT NOT FOUND  
 WEST QUARTER CORNER SECTION 2,  
 SALT LAKE BASE AND MERIDIAN WEST,  
 (CALCULATED FROM SURVEY NO. 2008-11-0818)

3 2  
 2 3

MEMBER LINE  
 EAST 136.97' (M)  
 NORTH 89° 51' 13" WEST 290.36'  
 UPRR RIGHT-OF-WAY  
 UDOT RIGHT-OF-WAY MONUMENT 510400  
 INTERSTATE 40  
 UTILITY POWER & LIGHT COMPANY EASEMENT BK 7576 PG 2804  
 EXISTING PUMPHOUSE BUILDING  
 BASIS OF BEARING  
 N 07° 52' 5" E 2626.77' (C)  
 1320.06' (M)  
 1170.31' (M)  
 SEE DETAIL A



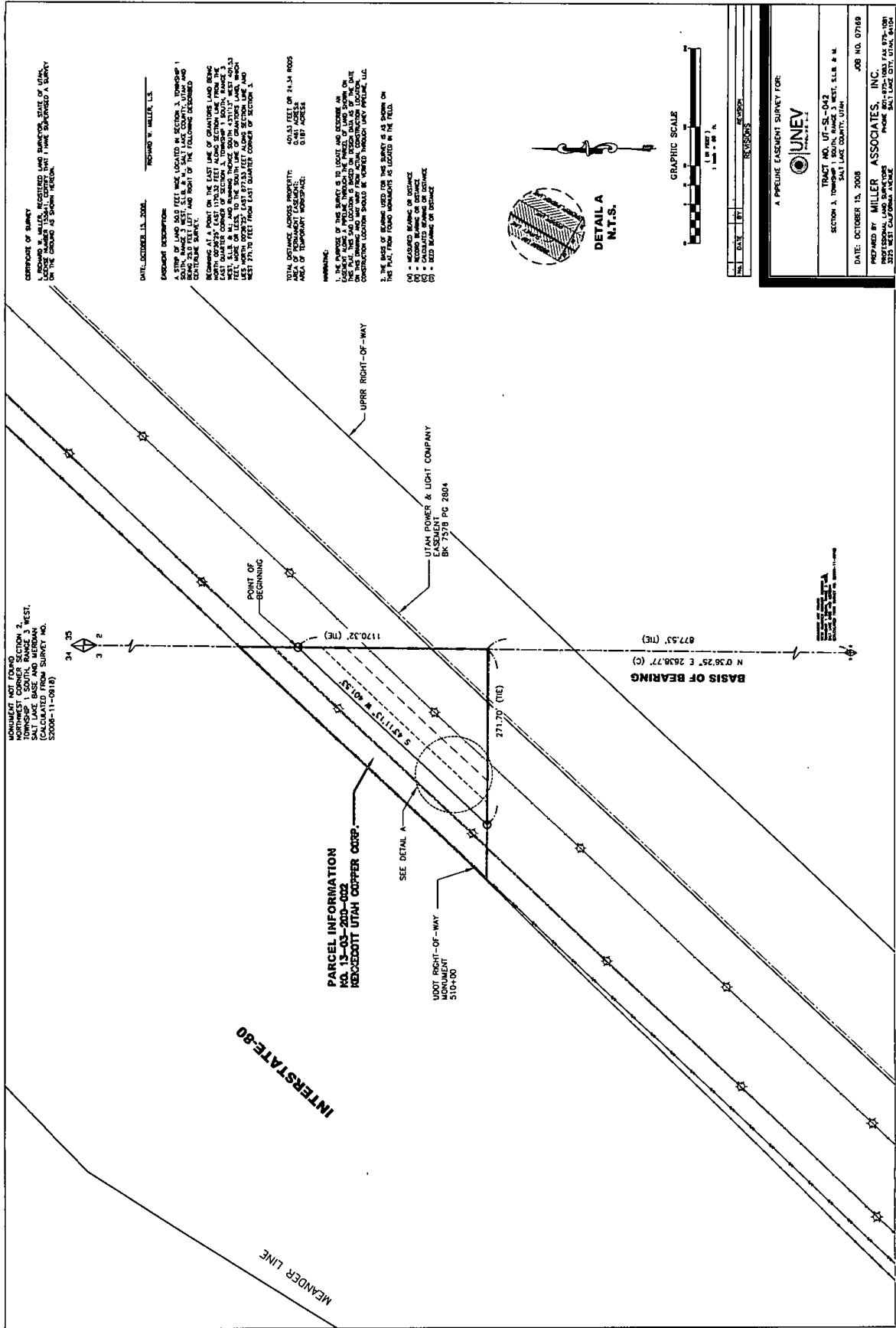
PARCEL INFORMATION  
 BY  
 INTERACT



GRAPHIC SCALE  
 1 inch = 100 ft.

NO.	DATE	BY	REVISION

A PIPELINE EASEMENT SURVEY FOR:  
**JUNEY**  
 TRACT NO. UT-SL-041  
 SECTION 2, TOWNSHIP 1 SOUTH, RANGE 3 WEST, S.L.B. # 1,  
 SALT LAKE COUNTY, UTAH  
 JOB NO. 07189  
 DATE: OCTOBER 17, 2008  
 PREPARED BY: MILLER ASSOCIATES, INC.  
 2025 WEST CLAYTON AVENUE  
 SALT LAKE CITY, UTAH 84119  
 PHONE: 801-487-8888



COMPOSITE OF BEARING  
 BEARING AND DISTANCE  
 LOCATED NUMBER 10001, CERTIFY THAT I HAVE SUPERVISED A SURVEY  
 ON THE GROUND AS SHOWN HEREON.

DATE: OCTOBER 15, 2008  
 SURVEYOR: RICHARD W. MILLER, L.S.

EASEMENT DESCRIPTION:  
 1. THE BEARING AND DISTANCE FROM THE POINT OF BEGINNING TO THE POINT OF BEGINNING OF THE EASEMENT IS 1170.32' (NE).  
 2. THE BEARING AND DISTANCE FROM THE POINT OF BEGINNING TO THE POINT OF BEGINNING OF THE EASEMENT IS 271.70' (NE).  
 3. THE BEARING AND DISTANCE FROM THE POINT OF BEGINNING TO THE POINT OF BEGINNING OF THE EASEMENT IS 5437.13' (N 40.15').

TOTAL DISTANCE ADDRESS PROPERTY: 4743.5 FEET OR 24.34 ACRES  
 AREA OF TEMPORARY IMPROVEMENTS: 0.187 ACRES

NOTICE:  
 1. THE PURPOSE OF THIS SURVEY IS TO LOCATE AND EXCISE AN  
 EASEMENT FROM THE SURVEYED LAND AND TO RECORD THE SAME.  
 THE BEARING AND DISTANCE FROM THE POINT OF BEGINNING TO THE  
 POINT OF BEGINNING OF THE EASEMENT IS 1170.32' (NE). THE  
 BEARING AND DISTANCE FROM THE POINT OF BEGINNING TO THE  
 POINT OF BEGINNING OF THE EASEMENT IS 271.70' (NE). THE  
 BEARING AND DISTANCE FROM THE POINT OF BEGINNING TO THE  
 POINT OF BEGINNING OF THE EASEMENT IS 5437.13' (N 40.15').

THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE PROVISIONS OF  
 THE UTAH SURVEYING ACT AND THE RULES AND REGULATIONS OF THE  
 BOARD OF SURVEYING AND MAPPING.

LEGEND:  
 (M) = MEASURED BEARING OR DISTANCE  
 (C) = CALCULATED BEARING OR DISTANCE  
 (D) = DEED BEARING OR DISTANCE



GRAPHIC SCALE  
 1" = 100' N.

NO.	DATE	BY	REVISIONS

A PIPELINE EASEMENT SURVEY FOR:  
**JUNEY**  
 TRACT NO. UT-SL-042  
 SECTION 3, TOWNSHIP 1 SOUTH, RANGE 3 WEST, S11E & N.  
 SALT LAKE COUNTY, UTAH  
 DATE: OCTOBER 15, 2008  
 JOB NO. 07169  
 PREPARED BY: MILLER ASSOCIATES, INC.  
 PROFESSIONAL LAND SURVEYORS  
 PHONE: 801-475-1045 FAX: 801-475-1001  
 325 WEST OGDEN AVENUE SALT LAKE CITY, UTAH 84103

MONUMENT NOT FOUND  
 NORTHWEST CORNER SECTION 3,  
 TOWNSHIP 1 SOUTH, RANGE 3 WEST,  
 SALT LAKE BASIN AND MERIDIAN  
 CALCULATED FROM SURVEY NO.  
 2008-11-0816

PARCEL INFORMATION  
 100-00000000000000000000  
 REDUCED TO UTAH COPPER CORP.

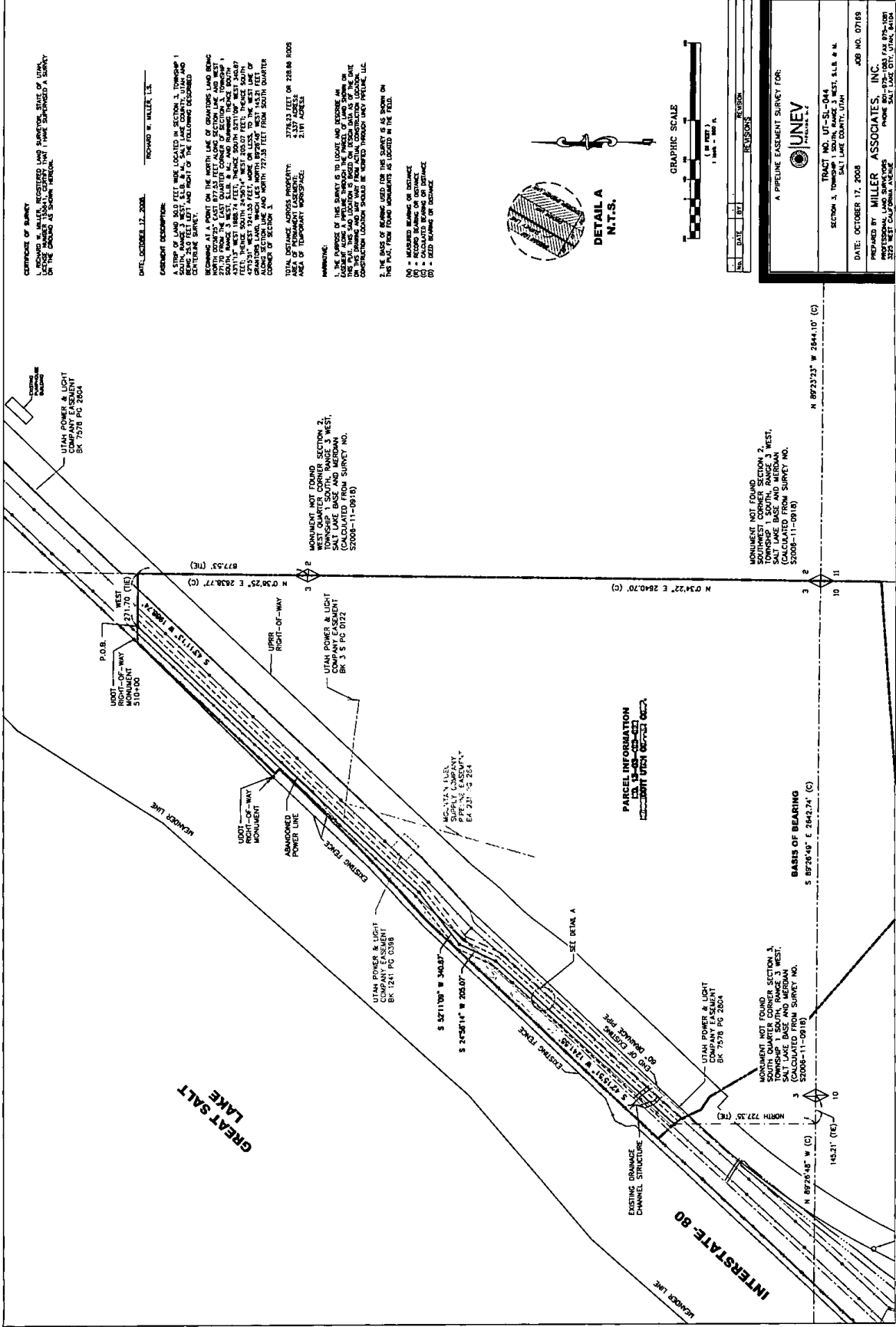
UDOT RIGHT-OF-WAY  
 MONUMENT  
 5104-00

UTAH POWER & LIGHT COMPANY  
 EASEMENT  
 BK 7578 PG 2804

INTERSTATE 80  
 MEANDER LINE

BASIS OF BEARING  
 N 038°25' E 2638.77' (C)  
 877.53' (NE)  
 1170.32' (NE)





COMPASS OF SURVEY  
LARGE NUMBER TO SMALL, CENTER THAT FRAME SURVEYED A SURVEY  
ON THE GROUNDS AS SHOWN HEREON.

DATE: MICHAEL 17, 2008.  
RICHARD W. MILLER, L.S.  
FOUNDER/RECORDSKEEPER

A STRIP OF LAND 200 FEET WIDE LOCATED IN SECTION 3, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SALT LAKE AND MERIDIAN, BEING 200 FEET WIDE AND 200 FEET LONG, AND THE FOLLOWING DESCRIBED:  
BEGINNING AT A POINT ON THE NORTH LINE OF GRANBY'S LAND BEING NORTH CORNER EAST 877.53 FEET ALONG SECTION LINE AND WEST SALT LAKE BASIN, WEST S.L.B. & M. AND DRAINAGE TRAIL SOUTH 1/4 SECTION 3, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SALT LAKE AND MERIDIAN, BEING 200 FEET WEST 1941.05 FEET ALONG OR LESS TO THE WEST LINE OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SALT LAKE AND MERIDIAN, BEING 200 FEET WEST 1941.05 FEET ALONG SECTION LINE AND NORTH 727.25 FEET FROM SOUTH QUARTER CORNER OF SECTION 3.

TOTAL DISTANCE ACROSS PROPERTY: 3776.92 FEET OR 228.66 RODS.  
AREA OF PROPERTY: 1.377 ACRES.  
AREA OF TEMPORARY MONUMENTS: 2.197 ACRES.

WARNING:  
1. THE PURPOSE OF THIS SURVEY IS TO LOCATE AND DESCRIBE AN EASEMENT AND MONUMENTS THEREON. IT IS NOT TO BE CONSIDERED AS A CONSTRUCTION LOCATIONS SHOULD BE MARKED THROUGH LOCAL POLICE, ETC.  
2. THE KIND OF BARRIERS USED FOR THIS SURVEY AS IS SHOWN ON THIS PLAN, THE FIELD MONUMENTS TO BE USED IN THE FIELD.

NOT A MEASURED BEARING OR DISTANCE  
NOT A CALCULATED BEARING OR DISTANCE  
NOT A CALCULATED BEARING OR DISTANCE  
(B) - BEED BEARING OR DISTANCE



DETAIL A  
N.T.S.



NO.	DATE	BY	REVISIONS

A PIPELINE EASEMENT SURVEY FOR:  
**JUNEY**  
PLANNERS, L.P.  
TRACT NO. UT-SL-004  
SECTION 3, TOWNSHIP 1 SOUTH, RANGE 3 WEST, S.L.B. & M.  
SALT LAKE COUNTY, UTAH  
JOB NO. 07169  
DATE: OCTOBER 17, 2008  
PREPARED BY: MILLER ASSOCIATES, INC.  
PROFESSIONAL LAND SURVEYORS  
PHONE: 801-775-1001 FAX: 876-1001  
325 WEST CALIFORNIA, WENDEE, SALT LAKE CITY, UTAH, 84103

PARCEL INFORMATION  
SOUTH 1/4 SECTION 3 WEST,  
SALT LAKE AND MERIDIAN

MONUMENT NOT FOUND  
SOUTHWEST CORNER SECTION 3,  
TOWNSHIP 1 SOUTH, RANGE 3 WEST,  
SALT LAKE BASIN AND MERIDIAN  
(CALCULATED FROM SURVEY NO.  
2008-11-0918)

MONUMENT NOT FOUND  
SOUTHWEST CORNER SECTION 3,  
TOWNSHIP 1 SOUTH, RANGE 3 WEST,  
SALT LAKE BASIN AND MERIDIAN  
(CALCULATED FROM SURVEY NO.  
2008-11-0918)

INTERSTATE 80  
ROADWAY LINE

GREAT SALT LAKE









CORNER OF SURVEY  
L. RECORD W. MILLER, REGISTERED LAND SURVEYOR, STATE OF UTAH,  
HAS FOUND A CORNER MARKER THAT I HAVE SURVEYED A SURVEY  
DATE: OCTOBER 17, 2006

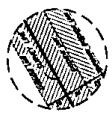
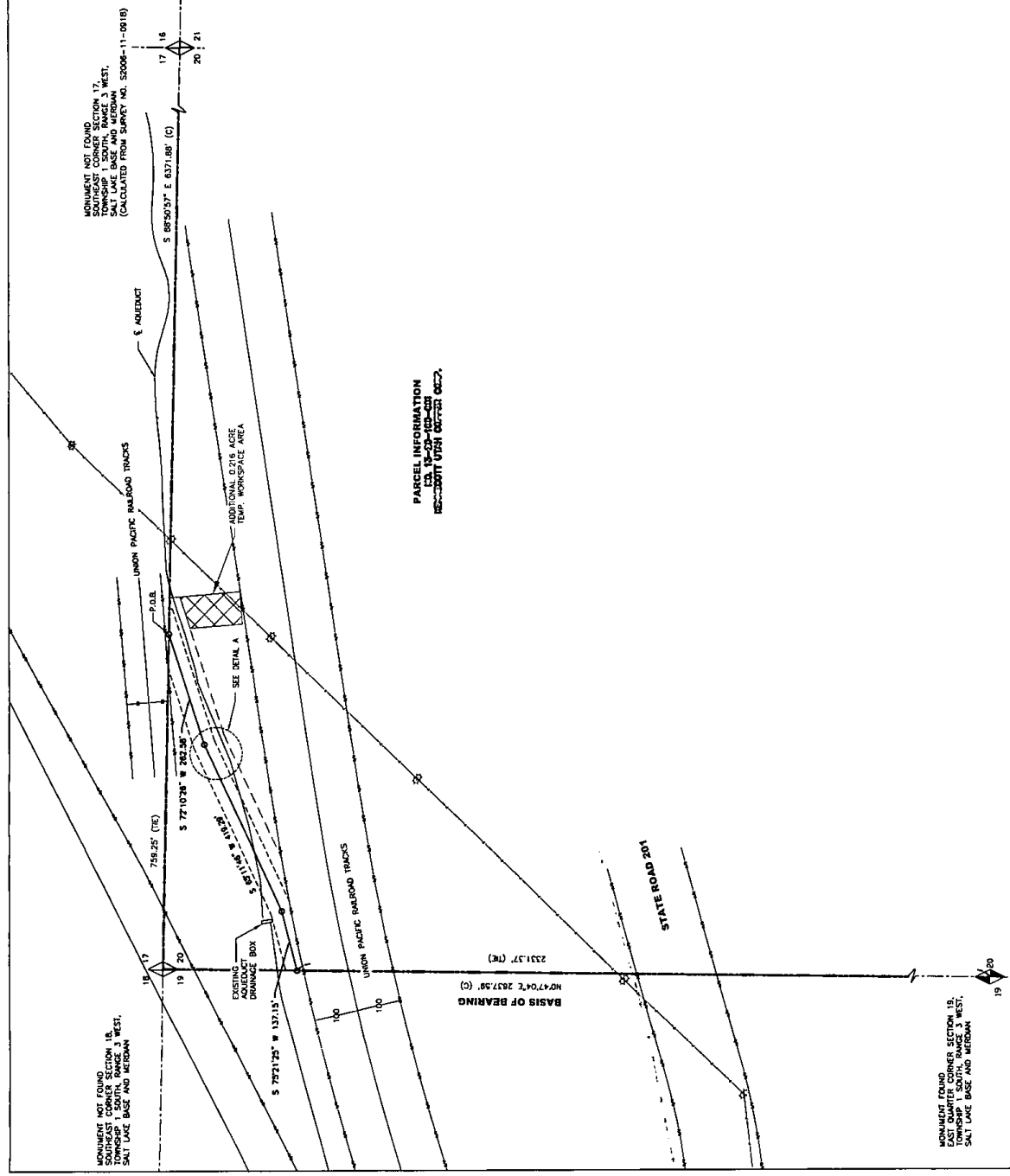
MONUMENT NOT FOUND  
SOUTHEAST CORNER SECTION 17,  
TOWNSHIP 1 SOUTH, RANGE 3 WEST,  
SALT LAKE BASIC AND MERIDIAN  
(CALCULATED FROM SURVEY NO. S2006-11-0018)

MONUMENT NOT FOUND  
EAST QUARTER CORNER SECTION 19,  
TOWNSHIP 1 SOUTH, RANGE 3 WEST,  
SALT LAKE BASIC AND MERIDIAN

DATE: OCTOBER 17, 2006  
RECORD W. MILLER, ULS  
EASER/OF RECORDS  
SOUTH RANGES 3 WEST, S.L.B. & M. SALT LAKE COUNTY, UTAH, AND  
BENTON/LE SURVEY,  
BEGINNING AT A POINT ON THE NORTH LINE OF GRANATORS LAND BEING  
SOUTH 89°50'57" WEST 799.25 FEET ALONG SECTION LINE FROM THE  
SOUTH CORNER OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 3 WEST,  
WEST, S.L.B. & M. AND RANGING THENCE SOUTH 77°23'15" WEST  
SOUTH 77°23'15" WEST 1372.15 FEET, MORE OR LESS, TO THE WEST LINE  
THENCE NORTH 89°50'57" WEST 799.25 FEET TO EAST 2331.37 FEET  
TOTAL DISTANCE, ANGLE PROPERTY: 8943 FEET OR 49.64 ACRES  
AREA OF TEMPORARY EASEMENT: 0.716 ACRES  
AREA OF TEMPORARY EASEMENT: 0.716 ACRES

WARNING:  
1. THE PURPOSE OF THIS SURVEY IS TO LOCATE AND DETERMINE AN  
EASEMENT ALONG A PIPELINE THROUGH THE PARCELS OF LAND SHOWN ON  
THIS DRAWING AND NOT FOR ANY OTHER PURPOSES. ANY CONSTRUCTION  
CONSTRUCTION LOCATION SHOULD BE VERIFIED THROUGH UNEXPLAINED, LLC.  
2. THE BASE OF BEARING USED FOR THIS SURVEY IS AS SHOWN ON  
THE PLAN. FOUND MONUMENTS AS LOCATED IN THE FIELD.  
US = MEASURED BEARING OR DISTANCE  
R = RECORD BEARING OR DISTANCE  
D = DISTANCE  
C = CLOSURE OR DISTANCE

PARCEL INFORMATION  
L.S. 13-23-403-001  
RECORDED WITH OCTOBER 2007



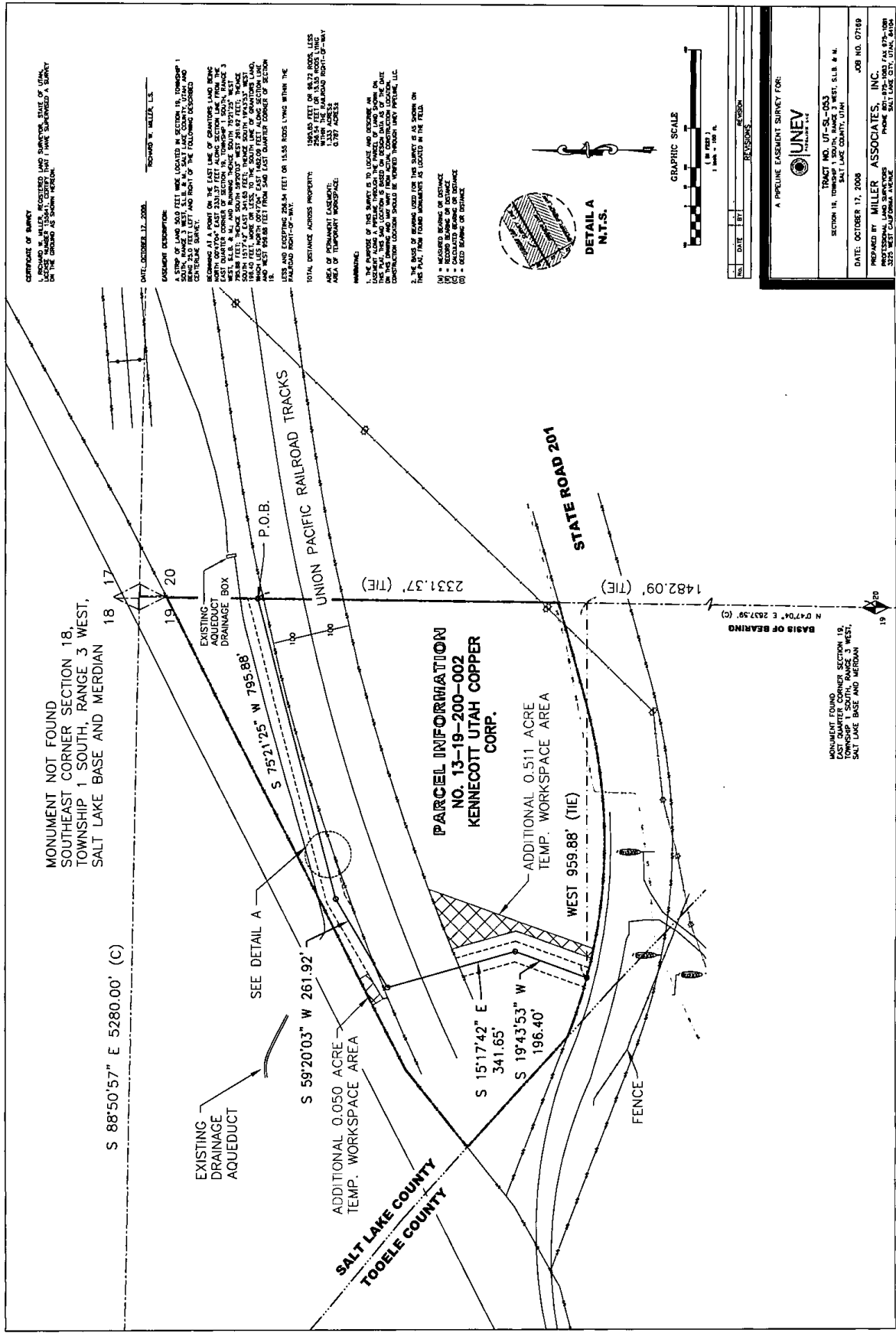
DETAIL A  
N.T.S.



NO.	DATE	BY	REVISION

RECORDS

A PIPELINE EASEMENT SURVEY FOR:  
**JUNEY**  
INDUSTRIAL  
TRACT NO. UT-SL-052  
SECTION 28, TOWNSHIP 1 SOUTH, RANGE 3 WEST, S.L.B. & M.  
SALT LAKE COUNTY, UTAH  
JOB NO. 07169  
DATE: OCTOBER 17, 2006  
PREPARED BY MILLER ASSOCIATES, INC.  
MILLER ASSOCIATES, INC. 601-798-0000  
1035 SOUTH 100 WEST, SUITE 200, SALT LAKE CITY, UTAH 84119



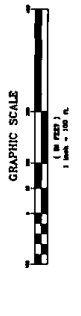
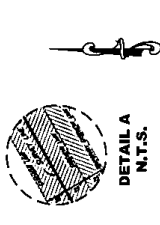
CONTINGENT OF SURVEY  
 THE SURVEY HAS BEEN RECORDED AND THE RIGHTS OF THE SURVEYOR ARE RESERVED AS SHOWN HEREON.

DATE: OCTOBER 17, 2006  
 SURVEYOR: RICHARD W. MILLER, L.S.

ENCUMBRANCE DESCRIPTION:  
 THE SURVEYOR HAS LOCATED A SECTION 19 MONUMENT IN THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SALT LAKE COUNTY, UTAH, BEING 240 FEET BY 240 FEET AND THE FOLLOWING DESCRIBED:  
 BEING 1/4 SECTION 19, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SALT LAKE COUNTY, UTAH, BEING 240 FEET BY 240 FEET.  
 BEING 1/4 SECTION 18, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SALT LAKE COUNTY, UTAH, BEING 240 FEET BY 240 FEET.  
 BEING 1/4 SECTION 17, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SALT LAKE COUNTY, UTAH, BEING 240 FEET BY 240 FEET.  
 BEING 1/4 SECTION 16, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SALT LAKE COUNTY, UTAH, BEING 240 FEET BY 240 FEET.  
 BEING 1/4 SECTION 15, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SALT LAKE COUNTY, UTAH, BEING 240 FEET BY 240 FEET.  
 BEING 1/4 SECTION 14, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SALT LAKE COUNTY, UTAH, BEING 240 FEET BY 240 FEET.  
 BEING 1/4 SECTION 13, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SALT LAKE COUNTY, UTAH, BEING 240 FEET BY 240 FEET.  
 BEING 1/4 SECTION 12, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SALT LAKE COUNTY, UTAH, BEING 240 FEET BY 240 FEET.  
 BEING 1/4 SECTION 11, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SALT LAKE COUNTY, UTAH, BEING 240 FEET BY 240 FEET.  
 BEING 1/4 SECTION 10, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SALT LAKE COUNTY, UTAH, BEING 240 FEET BY 240 FEET.  
 BEING 1/4 SECTION 9, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SALT LAKE COUNTY, UTAH, BEING 240 FEET BY 240 FEET.  
 BEING 1/4 SECTION 8, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SALT LAKE COUNTY, UTAH, BEING 240 FEET BY 240 FEET.  
 BEING 1/4 SECTION 7, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SALT LAKE COUNTY, UTAH, BEING 240 FEET BY 240 FEET.  
 BEING 1/4 SECTION 6, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SALT LAKE COUNTY, UTAH, BEING 240 FEET BY 240 FEET.  
 BEING 1/4 SECTION 5, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SALT LAKE COUNTY, UTAH, BEING 240 FEET BY 240 FEET.  
 BEING 1/4 SECTION 4, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SALT LAKE COUNTY, UTAH, BEING 240 FEET BY 240 FEET.  
 BEING 1/4 SECTION 3, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SALT LAKE COUNTY, UTAH, BEING 240 FEET BY 240 FEET.  
 BEING 1/4 SECTION 2, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SALT LAKE COUNTY, UTAH, BEING 240 FEET BY 240 FEET.  
 BEING 1/4 SECTION 1, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SALT LAKE COUNTY, UTAH, BEING 240 FEET BY 240 FEET.

TOTAL DISTANCE ACROSS PROPERTY:  
 2331.37' (TIE)  
 AREA OF PERMANENT EASEMENT:  
 0.511 ACRES  
 AREA OF TEMPORARY WORKSPACE:  
 0.511 ACRES

NOTES:  
 1. THE BASE OF THIS SURVEY IS TO BE THE CENTER LINE OF THE EXISTING UNION PACIFIC RAILROAD TRACKS, AS SHOWN ON THE PLAT. THE PLAT SHOWS THE LOCATION OF THE TRACKS AND THE CENTER LINE THEREOF. THE TRACKS ARE TO BE MAINTAINED IN THEIR ORIGINAL LOCATION AND THE CENTER LINE THEREOF IS TO BE THE CENTER LINE OF THE TRACKS. THE TRACKS ARE TO BE MAINTAINED IN THEIR ORIGINAL LOCATION AND THE CENTER LINE THEREOF IS TO BE THE CENTER LINE OF THE TRACKS.  
 2. THE BASE OF BEARING USED FOR THIS SURVEY IS AS SHOWN ON THE PLAT. THE PLAT SHOWS THE LOCATION OF THE TRACKS AND THE CENTER LINE THEREOF. THE TRACKS ARE TO BE MAINTAINED IN THEIR ORIGINAL LOCATION AND THE CENTER LINE THEREOF IS TO BE THE CENTER LINE OF THE TRACKS.  
 3. THE BASE OF BEARING USED FOR THIS SURVEY IS AS SHOWN ON THE PLAT. THE PLAT SHOWS THE LOCATION OF THE TRACKS AND THE CENTER LINE THEREOF. THE TRACKS ARE TO BE MAINTAINED IN THEIR ORIGINAL LOCATION AND THE CENTER LINE THEREOF IS TO BE THE CENTER LINE OF THE TRACKS.  
 4. THE BASE OF BEARING USED FOR THIS SURVEY IS AS SHOWN ON THE PLAT. THE PLAT SHOWS THE LOCATION OF THE TRACKS AND THE CENTER LINE THEREOF. THE TRACKS ARE TO BE MAINTAINED IN THEIR ORIGINAL LOCATION AND THE CENTER LINE THEREOF IS TO BE THE CENTER LINE OF THE TRACKS.  
 5. THE BASE OF BEARING USED FOR THIS SURVEY IS AS SHOWN ON THE PLAT. THE PLAT SHOWS THE LOCATION OF THE TRACKS AND THE CENTER LINE THEREOF. THE TRACKS ARE TO BE MAINTAINED IN THEIR ORIGINAL LOCATION AND THE CENTER LINE THEREOF IS TO BE THE CENTER LINE OF THE TRACKS.



NO.	DATE	BY	REVISION
DIMENSIONS			

A PRELIMINARY EASEMENT SURVEY FOR:

**JUNEY**  
 PROFESSIONAL LAND SURVEYORS

TRACT NO. UT-51-053  
 SECTION 18, TOWNSHIP 1 SOUTH, RANGE 3 WEST, S.L.B. & M.  
 SALT LAKE COUNTY, UTAH

DATE: OCTOBER 17, 2006  
 JOB NO. 07189

PREPARED BY: MILLER ASSOCIATES, INC.  
 PROFESSIONAL LAND SURVEYORS  
 322 WEST CALIFORNIA AVENUE  
 SALT LAKE CITY, UTAH 84103  
 PHONE 801-475-1085 FAX 801-475-1089

MONUMENT NOT FOUND  
 SOUTHEAST CORNER SECTION 18,  
 TOWNSHIP 1 SOUTH, RANGE 3 WEST,  
 SALT LAKE BASE AND MERIDIAN

PARCEL INFORMATION  
 NO. 13-19-200-002  
 KENNECOTT UTAH COPPER  
 CORP.

ADDITIONAL 0.511 ACRE  
 TEMP. WORKSPACE AREA  
 WEST 959.88' (TIE)

MONUMENT FOUND  
 SOUTHWEST CORNER SECTION 18,  
 TOWNSHIP 1 SOUTH, RANGE 3 WEST,  
 SALT LAKE BASE AND MERIDIAN





CONTINUE OF SURVEY  
 RICHARD W. MILLER, REGISTERED LAND SURVEYOR, STATE OF UTAH,  
 LICENSE NUMBER 32504, CERTIFY THAT I HAVE SUPERVISED A SURVEY  
 OF THE FOREGOING AS SHOWN HEREON.

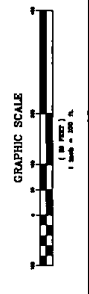
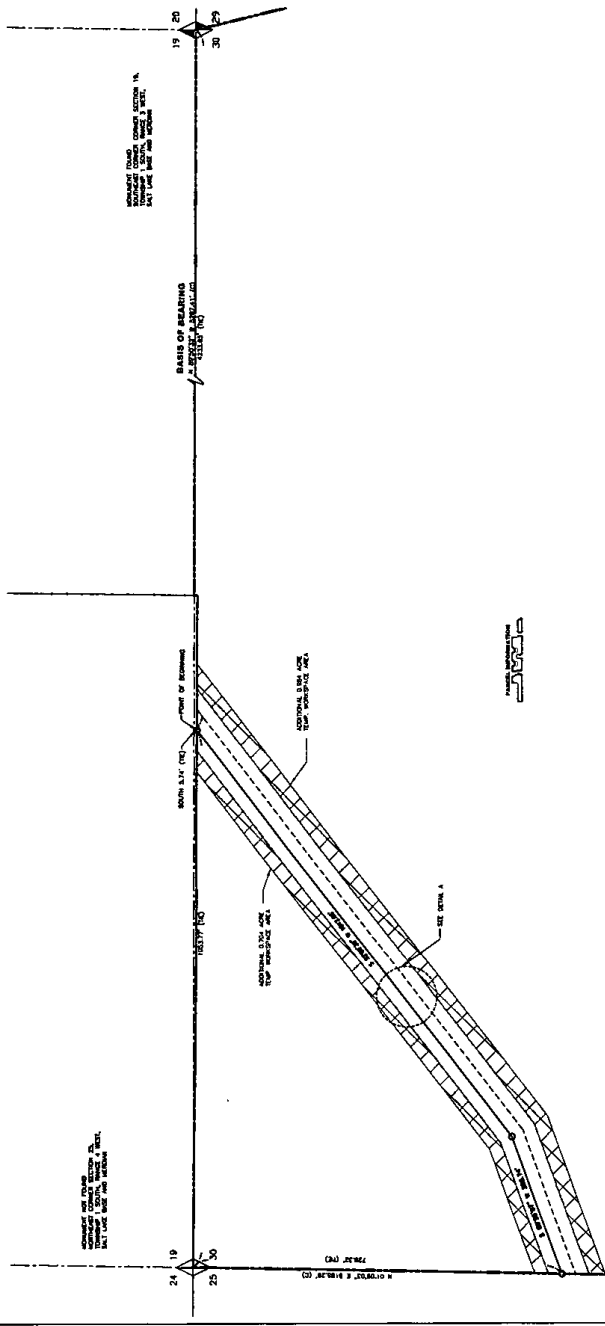
DATE: OCTOBER 17, 2006  
 RICHARD W. MILLER, L.S.

**EXHIBIT DESCRIPTION:**  
 THE FOREGOING SURVEY WAS ACCORDING TO RECORDS IN TOWNSHIP  
 SOUTH, RANGE 9 WEST, S11E, W4A, TOOLE COUNTY, UTAH, AND BEING  
 SURVEYED LEFT AND RIGHT OF THE FOLLOWING DESCRIBED CONTIGUOUS  
 BEGINNING AT A POINT ON THE NORTH LINE OF GRANADOS LAND BEING  
 SOUTH 87°05'00" EAST 100.17 FEET ALONG SECTION LINE FROM THE  
 WEST 1/4, S11E, W4A, (MERCER POINT IS ALSO NORTH 87°05'00" WEST  
 100.17 FEET ALONG SECTION LINE FROM THE WEST 1/4, S11E, W4A,  
 RANGING THENCE SOUTH 87°05'00" WEST 100.17 FEET, THENCE SOUTH  
 87°05'00" WEST 100.17 FEET, THENCE SOUTH 87°05'00" WEST  
 100.17 FEET, THENCE SOUTH 87°05'00" WEST 100.17 FEET, THENCE  
 ALONG SECTION LINE FROM S4E NORTHWEST CORNER OF SECTION 30,  
 TOWNSHIP SOUTH, RANGE 9 WEST, S11E, W4A, TO THE POINT OF BEGINNING.

TOTAL DISTANCE ACROSS PROPERTY:  
 1. 111.17 FEET OR 76.72 RODS  
 2. 111.17 FEET  
 AREA OF TEMPORARY WORKSPACE:  
 1. 111.17 FEET  
 2. 111.17 FEET

**WARNING:**  
 1. THE PURPOSE OF THIS SURVEY IS TO LOCATE AND EXHIBIT ALL  
 THE PAIS, THIS LOCATION IS SHOWN ON SECTION 30 AS OF THE DATE  
 OF THIS SURVEY. THE LOCATION OF THIS SURVEY IS NOT TO BE  
 CONSIDERED AS A GUARANTEE OF LOCATION SHOULD BE VERIFIED THROUGH LAND PRODUCE, L.L.C.  
 THE PAIS, THIS SURVEY WAS CONDUCTED ON THE NORTH 87°05'00" WEST  
 100.17 FEET, AND FOUND UNUSABLE FOR LOCATING THE POINTS ON

(A) = MEASURED BEARING OR DISTANCE  
 (B) = CALCULATED BEARING OR DISTANCE  
 (C) = CALCULATED BEARING OR DISTANCE  
 (D) = BEID BEARING OR DISTANCE



NO.	DATE	BY	REVISION

A PIPELINE EASEMENT SURVEY FOR:  
**JUNEY PRODUCTS**  
 TRACT NO. UT-10-006.1  
 SECTION 30, TOWNSHIP SOUTH, RANGE 9 WEST, S11E, W4A  
 TOOLE COUNTY, UTAH  
 DATE: OCTOBER 17, 2006  
 JOB NO. 07168  
 PREPARED BY: MILLER ASSOCIATES, INC.  
 REGISTERED LAND SURVEYORS  
 1001 WEST 1000 SOUTH, SUITE 100  
 PHOENIX, ARIZONA 85001

CONTRACTOR OF SURVEY  
 L. RICHARD S. MILLER, REGISTERED LAND SURVEYOR, STATE OF IOWA,  
 LICENSE NUMBER 153-AL, CERTIFICATE THAT I HAVE SUPERVISED A SURVEY  
 ON THE SUBJECT AS SHOWN HEREAFTER.

DATE: OCTOBER 14, 2008  
 SURVEY BY: MILLER, L.S.

DESCRIPTIVE DESCRIPTION:  
 THIS SURVEY WAS ACCORDING TO SECTION 23, TOWNSHIP 1 S,  
 RANGE 4 S, WEST 1/4, SALT LAKE COUNTY, IOWA AND BEING  
 THE POINT LEFT AND RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE  
 SURVEY:

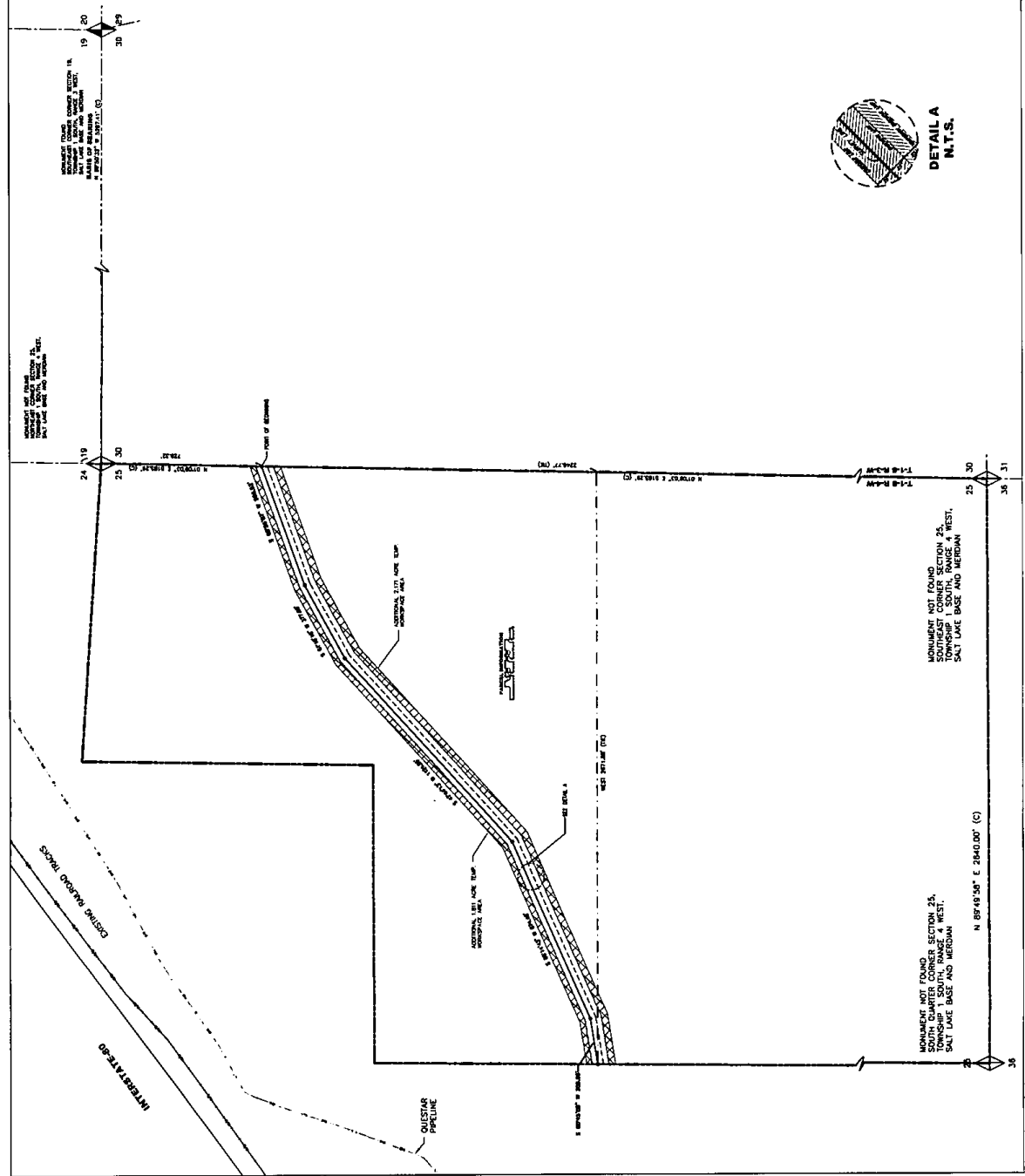
BEING AT A POINT ON THE EAST LINE OF GRANITORS LAND BEING  
 SOUTH 45 DEGREE WEST 763.55 FEET ALONG SECTION LINE FROM THE  
 WEST S.E. & S.W. CORNER TO THE NORTH POINT OF WEST 267.41  
 SOUTH 85 DEGREE WEST 583.55 FEET, THENCE SOUTH 85 DEGREE WEST  
 SOUTH 85 DEGREE WEST 583.55 FEET, THENCE SOUTH 85 DEGREE WEST  
 SOUTH 85 DEGREE WEST 583.55 FEET, THENCE SOUTH 85 DEGREE WEST  
 324.88 FEET, MORE OR LESS, TO THE WEST LINE OF GRANITORS LAND,  
 AND WEST 87 DEGREE 15 FEET FROM SWA, NORTHEAST CORNER OF SECTION 23.

TOTAL AREA UNDER PROPERTY: 3,189.41 FEET OR 111.48 ACRES  
 AREA OF TOWNSHIP RESERVE: 5,792 ACRES

REMARKS:  
 1. THE CURVE OF THIS SURVEY IS TO LOCATE AND BEING ON  
 LOCATED ALONG A PRIVATE TRUNKLINE THE PRESENT LAND SURVEY ON  
 THIS SURVEY AND THE POINT FROM ACTUAL CONSTRUCTION LOCATION.  
 CONSTRUCTION LOCATION SHOULD BE VERIFIED THROUGH UNY PIPELINE, LLC.

2. THE BASIS OF BEARING USED FOR THIS SURVEY IS AS SHOWN ON  
 THE PLAN FROM FOUND MONUMENT AS LOCATED IN THE FIELD.

(M) = MEASURED BEARING OR DISTANCE  
 (R) = RECORD BEARING OR DISTANCE  
 (C) = CORRECTED BEARING OR DISTANCE  
 (E) = CALC BEARING OR DISTANCE



NO.		DATE		BY		REVISION	
<p>A PRELINE EASEMENT SURVEY FOR:</p> <p><b>UNY PIPELINE, LLC</b></p> <p>TRACT NO. U1-10-059          SECTION 23, TOWNSHIP 1 S, RANGE 4 S, WEST 1/4, SALT LAKE COUNTY, IOWA</p> <p>DATE: OCTOBER 14, 2008</p> <p>JOB NO. 07119</p> <p>PREPARED BY: MILLER ASSOCIATES, INC.          333 EAST 12TH AVENUE, SUITE 200          DENVER, CO 80202</p>							



GRAPHIC SCALE  
 1" = 200' FT.



N

1" = 200' FT.

1" = 200' FT.

1" = 200' FT.

1" = 200' FT.

1" = 200' FT.

1" = 200' FT.

1" = 200' FT.





CORNER OF BLOCK  
L. RICHARD W. MILLER, REGISTERED LAND SURVEYOR, STATE OF UTAH,  
LICENSE NUMBER 70341, CERTIFY THAT I HAVE SUPERVISED A SURVEY  
ON THE ABOVE AS SHOWN HEREON.

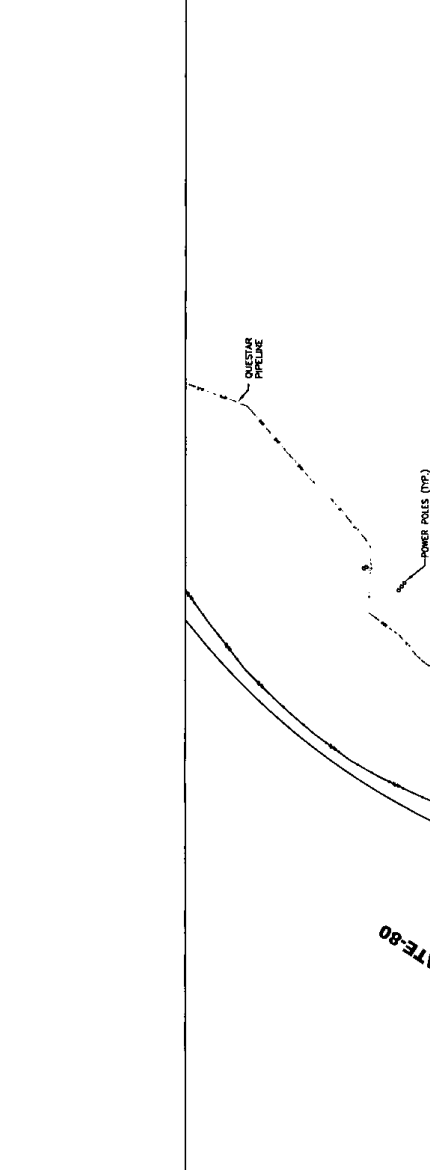
DATE: OCTOBER 15, 2008  
RICHARD W. MILLER, L.S.

**CADASTRAL DESCRIPTION:**  
SECTION 26, TOWNSHIP 1 SOUTH, RANGE 4 WEST, S.L.B. & M.,  
COUNTY OF GARFIELD, UTAH. THE SURVEY BEING A PRELIMINARY  
SURVEY MADE BY THE UNITED STATES OF AMERICA IN 1872, THE  
EAST AND WEST BOUNDARIES OF WHICH ARE THE SAME AS THE  
EAST AND WEST BOUNDARIES OF THE FOLLOWING DESCRIBED CENTERLINE  
RIGHT-OF-WAY EASEMENT:  
BEGINNING AT A POINT ON THE NORTH LINE OF GRANATORS LAND BEING  
NORTH 89°51'43" EAST 398.97 FEET ALONG SECTION 26, AND NORTH  
1°34'11" WEST 860.00 FEET ALONG SECTION 26, TO A POINT IN  
SECTION 26, TOWNSHIP 1 SOUTH, RANGE 4 WEST, S.L.B. & M., WHICH CORNER IS  
CORNER SECTION 26 AND NORTH 89°51'43" EAST 398.97 FEET FROM  
THE SOUTHWEST CORNER OF SECTION 26, AND ALONG  
S 89°50'43" EAST 398.97 FEET, S 89°50'43" EAST 398.97 FEET, AND  
WEST 860.00 FEET TO THE POINT OF BEGINNING.

**REMARKS:**  
TOTAL DISTANCE ABOVE PROPERTY: 864.15 FEET OR 91.77 RODS  
AREA OF EASEMENT (ACRES): 0.061 ACRES  
AREA OF TEMPORARY WORKSPACE: 1.878 ACRES

**REMARKS:**  
1. THE PURPOSE OF THIS SURVEY IS TO LOCATE AND RECOVER AN  
EAST-WEST CENTERLINE OF THE PARCEL OF LAND SHOWN ON  
THE ATTACHED PLAN, INCLUDING THE POINTS THEREON, AS SHOWN ON  
THE DRAWING, AND TO SET PERMANENT MONUMENTS TO THE  
CONSTRUCTION LOCATIONS TO BE MOVED THROUGH LAND PRELUDE, LLC.  
2. THE BASE OF BEARING USED FOR THIS SURVEY IS AS SHOWN ON  
THE PLAN, FROM FOUND MONUMENTS AS LOCATED IN THE FIELD.

**KEY:**  
MO - MONUMENT FOUND OR RECOVERED  
MNF - MONUMENT NOT FOUND  
DB - DEED BEARING BY DISTANCE  
C - COMputed BEARING BY DISTANCE  
CD - DEED BEARING BY DISTANCE



**DETAIL A**  
**N.T.S.**



**GRAPHIC SCALE**  
1" = 100' (FEET)  
1" = 30.48 METERS

NO.	DATE	BY	REVISIONS

A PRELUDE EASEMENT SURVEY FOR:  
**JUNEY**  
TRACT NO. 07-10-081  
SECTION 26, TOWNSHIP 1 SOUTH, RANGE 4 WEST, S.L.B. & M.,  
GARFIELD COUNTY, UTAH

DATE: OCTOBER 15, 2008      JOB NO. 07169

PREPARED BY: **MILLER ASSOCIATES, INC.**  
PROFESSIONAL LAND SURVEYORS  
PHONE 801-475-1001 FAX 801-475-1009  
325 WEST CALIFORNIA AVENUE      SALT LAKE CITY, UTAH 84104

CONTRACT OF SURVEY  
 I, EDWARD W. MILLER, REGISTERED LAND SURVEYOR, STATE OF IOWA,  
 do hereby certify that I have supervised a survey  
 of the above described land.

DATE: OCTOBER 17, 2006  
 EDWARD W. MILLER, L.S.

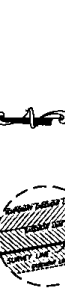
**CONCURRENT RECORDATION:**  
 THESE MONUMENTS AND BEARS WERE PLACED IN SECTION 25, TOWNSHIP 1  
 SOUTH, RANGE 4 WEST, SALISBURY COUNTY, IOWA, AND BEING  
 SURVEYED LEFT AND RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE  
 BEGINNING AT A POINT ON THE NORTH LINE OF QUANTERS LAND BEING  
 NORTH BETWEEN LOTS 125 AND 126, ALONG SECTION LINE FROM THE  
 WEST, S41.24° E 120.00' TO CORNER 25, TOWNSHIP 1 SOUTH, RANGE 4 WEST,  
 SALISBURY COUNTY, IOWA, BEING CORNER 25, TOWNSHIP 1 SOUTH, RANGE 4 WEST,  
 AND NORTH 89°31'19" WEST 10.10' FEET FROM WITNESS MONUMENT TO  
 BEARS, AND 117.20' FEET FROM BEARS TO CORNER 25, TOWNSHIP 1 SOUTH,  
 RANGE 4 WEST, AND 10.10' FEET FROM CORNER 25, TOWNSHIP 1 SOUTH,  
 RANGE 4 WEST, TO BEARS, AND 117.20' FEET FROM BEARS TO CORNER 25,  
 TOWNSHIP 1 SOUTH, RANGE 4 WEST.

**TOTAL BEARING AND DISTANCE:**  
 0.017 ACRES  
 0.017 ACRES  
 AREA OF TEMPG. WORKSPACE.

**REMARKS:**  
 1. THE BEARS OF THIS SURVEY ARE TO LOCATE AND BEARS AN  
 EASEMENT ALONG A PIPELINE THROUGH THE PARCELS OF LAND SHOWN ON  
 THE ATTACHED MAP. THE BEARS SHOULD BE PLACED AT THE BEARS AND THE  
 CONSTRUCTION LOCATIONS SHOULD BE MARKED THROUGH LAND PIPELINE, ILL.

2. THE BEARS OF BEARS USED FOR THIS SURVEY IS AS SHOWN ON  
 THE PLAN, FROM FOUND MONUMENTS AS LOCATED IN THE FIELD.

DB = MEASURED BEARING OR DISTANCE  
 DR = RECORD BEARING OR DISTANCE  
 DT = DISTANCE TO POINT OR BEARING  
 DD = OLD BEARING OR DISTANCE



**DETAIL A**  
 N.T.S.  
 GRAPHIC SCALE  
 1" = 100' N.A.

MONUMENT NOT FOUND (DESTROYED)  
 TOWNSHIP 1 SOUTH, RANGE 4 WEST,  
 SALT LAKE BASE AND MERIDIAN

MONUMENT NOT FOUND  
 TOWNSHIP 1 SOUTH, RANGE 4 WEST,  
 SALT LAKE BASE AND MERIDIAN

WITNESS MONUMENT FOUND  
 TOWNSHIP 1 SOUTH, RANGE 4 WEST,  
 SALT LAKE BASE AND MERIDIAN

WITNESS MONUMENT FOUND  
 SOUTHEAST CORNER SECTION 26,  
 TOWNSHIP 1 SOUTH, RANGE 4 WEST,  
 SALT LAKE BASE AND MERIDIAN

ADDITIONAL 0.009 ACRE  
 TEMP. WORKSPACE AREA

1521.21' (TIE)

SOUTH 89°31'19" (TIE)

1117.20' (TIE)

ADDITIONAL 0.007 ACRE  
 TEMP. WORKSPACE AREA

SEE DETAIL A

10.10'

S 89°31'19" E

BASIS OF BEARING  
 N 89°49'58" E 2640.00' (C)

N 89°49'58" E 2640.00' (C)

N 89°54'13" W 672.26' (C)

N 88°54'13" W 672.26' (C)

S 88°50'43" E  
 398.97' (C)

26 25 36 35

N 0°10'27" W 1320.00' (C)



**PROPERTY INFORMATION:**  
 TRACT NO. UT-10-062.1  
 SECTION 26, TOWNSHIP 1 SOUTH, RANGE 4 WEST, S.1.B. & M.  
 SALISBURY COUNTY, IOWA

DATE: OCTOBER 17, 2006  
 JOB NO. 07169

PREPARED BY: MILLER ASSOCIATES, INC.  
 3215 WEST COLONIAL BLVD.  
 SALT LAKE CITY, UTAH 84119  
 PHONE: 801-581-3231

CORNER OF BANK  
LAKERS' NUMBER 15001, CORNER THAT I HAVE DETERMINED A SURVEY  
ON THE CORNER AS SHOWN HEREIN.

ROUND W. MILLER, L.S.

DATE: OCTOBER 17, 2008.

EASEMENT DESCRIPTION:

THE AREA AND 500 FEET WEST LOCATED SECTION 25, TOWNSHIP 1 NORTH, RANGE 4 WEST, S.1.B. & M. 250 FEET LEFT AND RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE  
BEGINNING AT A POINT ON THE WEST LINE OF GRANDES LACS BEING  
NORTH 89°58'51" WEST 115.00 FEET ALONG SECTION LINE AND NORTH  
1° SOUTH 89°58'51" WEST 115.00 FEET TO CORNER OF SECTION  
CORNER SECTION 25 AND NORTH 89°58'51" WEST 115.00 FEET TO  
WELLS MONUMENT TO SOUTHWEST CORNER SECTION 25, AND RUNNING  
LAST LINE OF GRANDES LACS, WHICH LIES NORTH 89°58'51" EAST  
AND SOUTHWEST CORNER OF SECTION 25.

AREA OF TEMPORARY ENCROACHMENT: 0.09 ACRES OR 0.81 ROADS  
AREA OF TEMPORARY IMPROVEMENT: 0.027 ACRES

WARNING:

LOCATIONS OF ALL MONUMENTS, MARKERS, AND SURVEY DATA ARE  
THEY ARE NOT TO BE MOVED OR ALTERED IN ANY MANNER. ANY  
CONSTRUCTION SHOULD BE VERIFIED THROUGH LAND SURVEY, L.L.C.

THE P.L.A. FROM FOUND MONUMENTS AS LOCATED IN THE FIELD

NO = MONUMENT FOUND AS INDICATED  
N1 = MONUMENT FOUND AS INDICATED  
C1 = CALCULATED BEARING OR DISTANCE  
D1 = DIST BEARING OR DISTANCE



DETAIL A  
N.T.S.



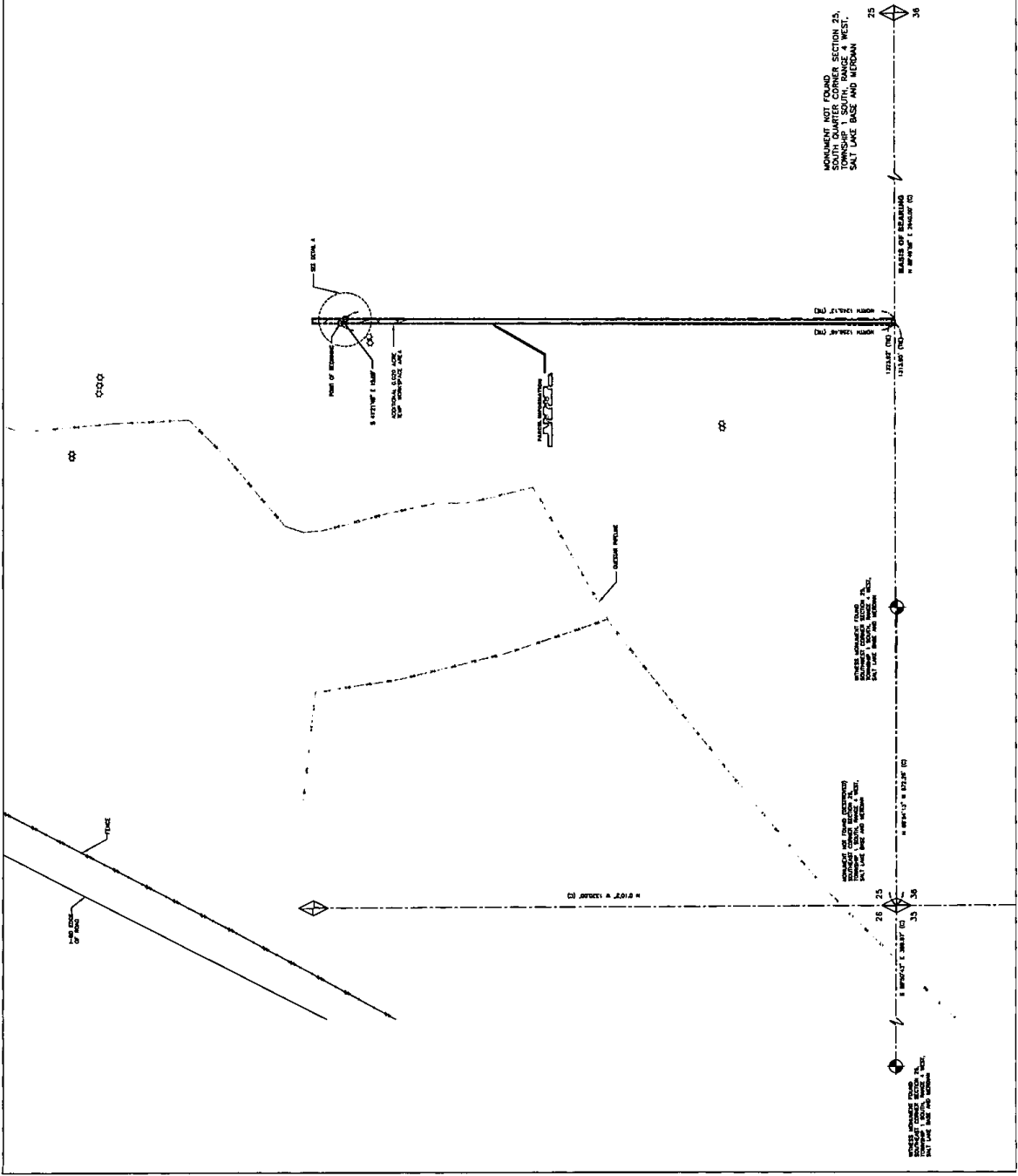
NO.	DATE	BY	REVISION

SECTION 25, TOWNSHIP 1 NORTH, RANGE 4 WEST, S.1.B. & M.  
TOWNSHIP 1 NORTH, RANGE 4 WEST, S.1.B. & M.

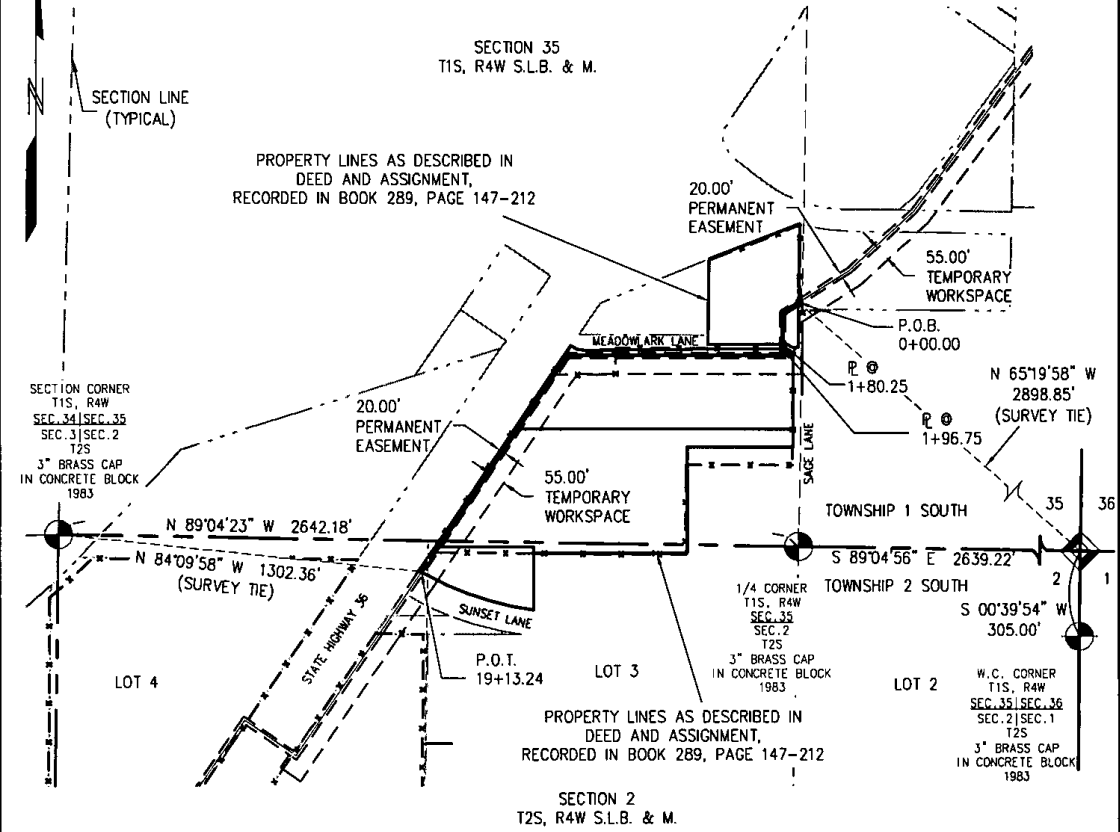
TRACT NO. UT-10-062  
TOWNSHIP 1 NORTH, RANGE 4 WEST, S.1.B. & M.

DATE: OCTOBER 17, 2008 JOB NO. 07189

PREPARED BY: MILLER ASSOCIATES, INC.  
PROFESSIONAL LAND SURVEYORS  
3025 WEST GOLFVIEW, SUITE 200  
DALLAS, TEXAS 75244  
PHONE: 972-497-1000 FAX: 972-497-1001

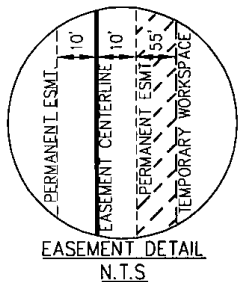


TRACT NO. UT-TO-068.1, UT-TO-069.1, UT-TO-069.2, UT-TO-070.1			
OWNER	STATION TO STATION	FEET - RODS	PERMANENT EASEMENT
KENNECOTT UTAH COPPER CORPORATION	0+00.00 - 19+13.24	1896.47 - 114.95	0.870 ACRES
			TEMPORARY WORK SPACE
			2.392 ACRES
			ADDITIONAL TEMPORARY WORK SPACE
			0.954 ACRES



**PERMANENT EASEMENT DESCRIPTION**  
 A 20.00 FOOT WIDE PERMANENT EASEMENT ACROSS THOSE PARCELS OF LAND DESCRIBED IN DEED AND ASSIGNMENT TO KENNECOTT UTAH COPPER CORPORATION (F.K.A. GAZELLE CORPORATION) AND RECORDED IN BOOK 289, PAGE 147-212 IN THE OFFICE OF THE TOOELE COUNTY RECORDER, LOCATED IN THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 4 WEST AND IN LOT 3, AND LOT 4 OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 4 WEST, OF THE S.L.B. & M., COUNTY OF TOOELE, STATE OF UTAH. SAID 20.00 FOOT WIDE EASEMENT BEING 10.00 FEET ON EACH SIDE OF THE CENTERLINE SHOWN HEREON. SAID PERMANENT EASEMENT BEING BOUNDED WITHIN THE LANDS OWNED BY THE PARTIES NAMED HEREON.

- NOTES:**
1. THE PROPERTY LINES DEPICTED HEREON ARE APPROXIMATE. THEY ARE BASED UPON RECORD DESCRIPTIONS, DIGITIZED ASSESSOR MAPS AND OTHER DATA. THIS EXHIBIT A IS NOT TO BE RELIED UPON FOR THE ESTABLISHMENT OF FENCES, FUTURE IMPROVEMENTS, OR CONVEYANCES.
  2. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE BASED UPON UTM 12, NAD 83 GRID.
  3. THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THE PARCEL(S) SHOWN HEREON BEING SUBJECT TO ANY AND ALL EASEMENTS RIGHTS OF WAY, VARIANCES OR AGREEMENTS OF RECORD.
  4. EXCEPTING 16.5 FEET FROM THE TOTAL LENGTH FOR MEADOWLARK LANE RIGHT-OF-WAY.



**LEGEND**

- MONUMENT FOUND AS DESCRIBED
- CALCULATED CORNER POSITION
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINUS
- FOUND FENCE CORNER
- PROPERTY LINE

0 250 500  
 SCALE IN FEET  
 1 INCH = 500 FEET

**UNEV**  
 PIPELINE, LLC

**EXHIBIT A**  
**KENNECOTT UTAH COPPER CORPORATION**

SECTION 35, TOWNSHIP 1 SOUTH, RANGE 4 WEST OF THE S.L.B. & M.  
 SECTION 2, TOWNSHIP 2 SOUTH, RANGE 4 WEST OF THE S.L.B. & M.

DRAWN BY: BLB      REV. 10/29/08      DATE: 10/15/08

SHEET: 1 OF 2      TOOELE COUNTY, UTAH

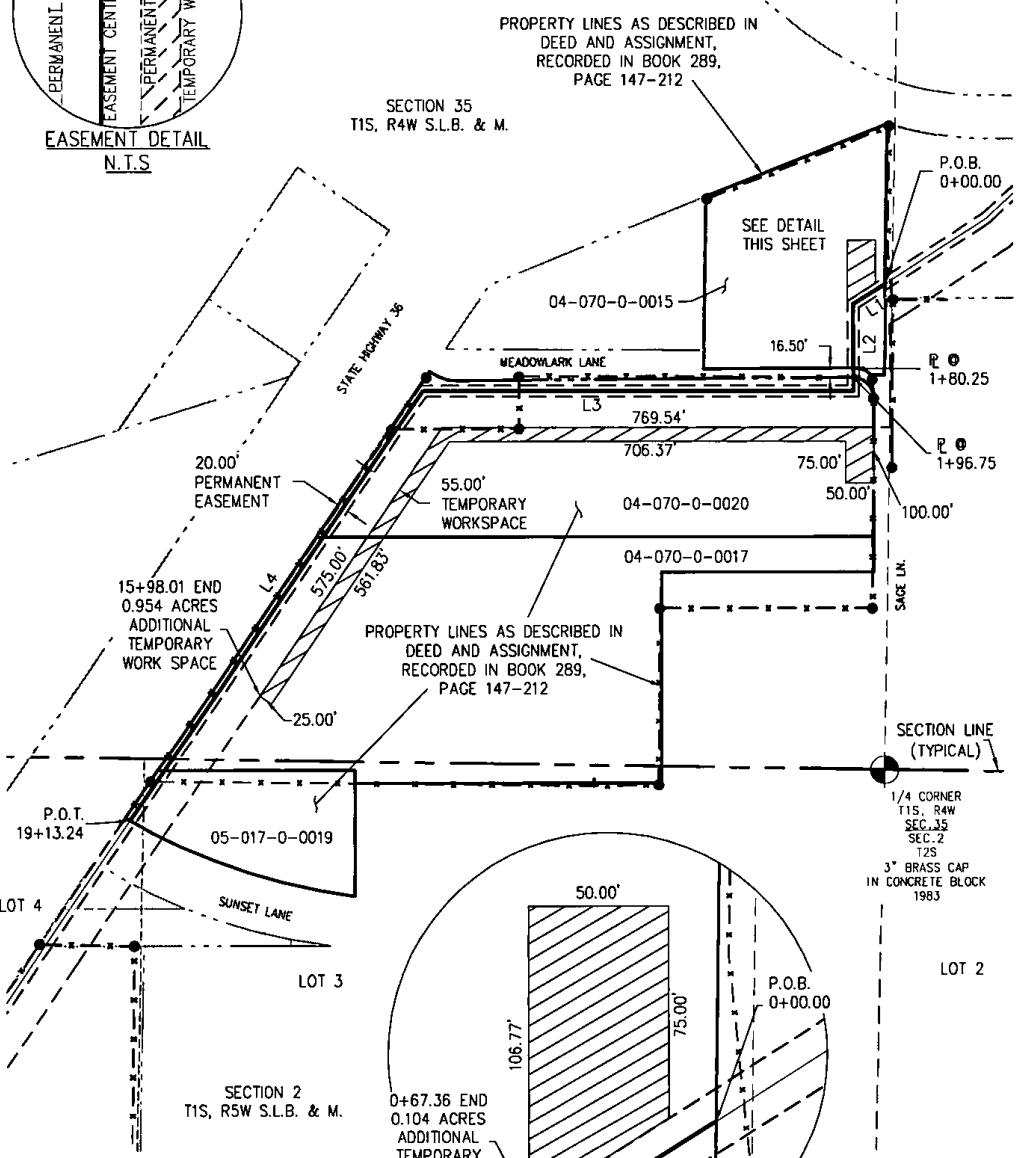
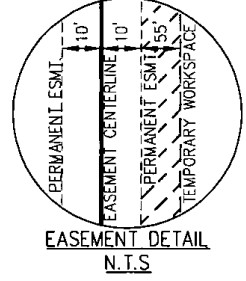
DRAWING NUMBER  
 UT-TO-068.1, 69.1, 69.2 & 70.1

**CH2MHILL**  
 TRIGON EPC

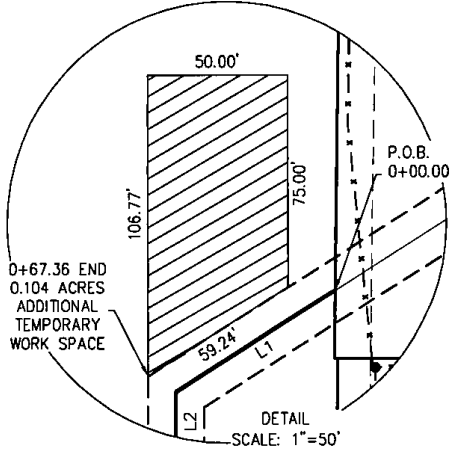
34 W. W. GORDON ST., STE. 200,  
 LAKEWOOD, CO 80228  
 303-296-9645



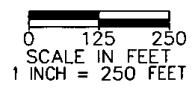
TRACT NO. UT-TO-068.1, UT-TO-069.1, UT-TO-069.2, UT-TO-070.1			
OWNER	STATION TO STATION	FEET - RODS	PERMANENT EASEMENT
KENNECOTT UTAH COPPER CORPORATION	0+00.00 - 19+13.24	1896.47 - 114.95	0.870 ACRES
			TEMPORARY WORK SPACE
			2.392 ACRES
			ADDITIONAL TEMPORARY WORK SPACE
			0.954 ACRES



LINE	BEARING	DISTANCE
L1	S 57°29'04\" W	67.36'
L2	S 00°05'13\" E	153.55'
L3	N 90°00'00\" W	767.85'
L4	S 34°26'20\" W	924.48'



- LEGEND**
- MONUMENT FOUND AS DESCRIBED
  - CALCULATED CORNER POSITION
  - P.O.B. POINT OF BEGINNING
  - P.O.T. POINT OF TERMINUS
  - FOUND FENCE CORNER
  - PROPERTY LINE



**UNEV**  
PIPELINE, LLC

**EXHIBIT A**  
**KENNECOTT UTAH COPPER CORPORATION**

SECTION 35, TOWNSHIP 1 SOUTH, RANGE 4 WEST OF THE S.L.B. & M.  
SECTION 2, TOWNSHIP 2 SOUTH, RANGE 4 WEST OF THE S.L.B. & M.

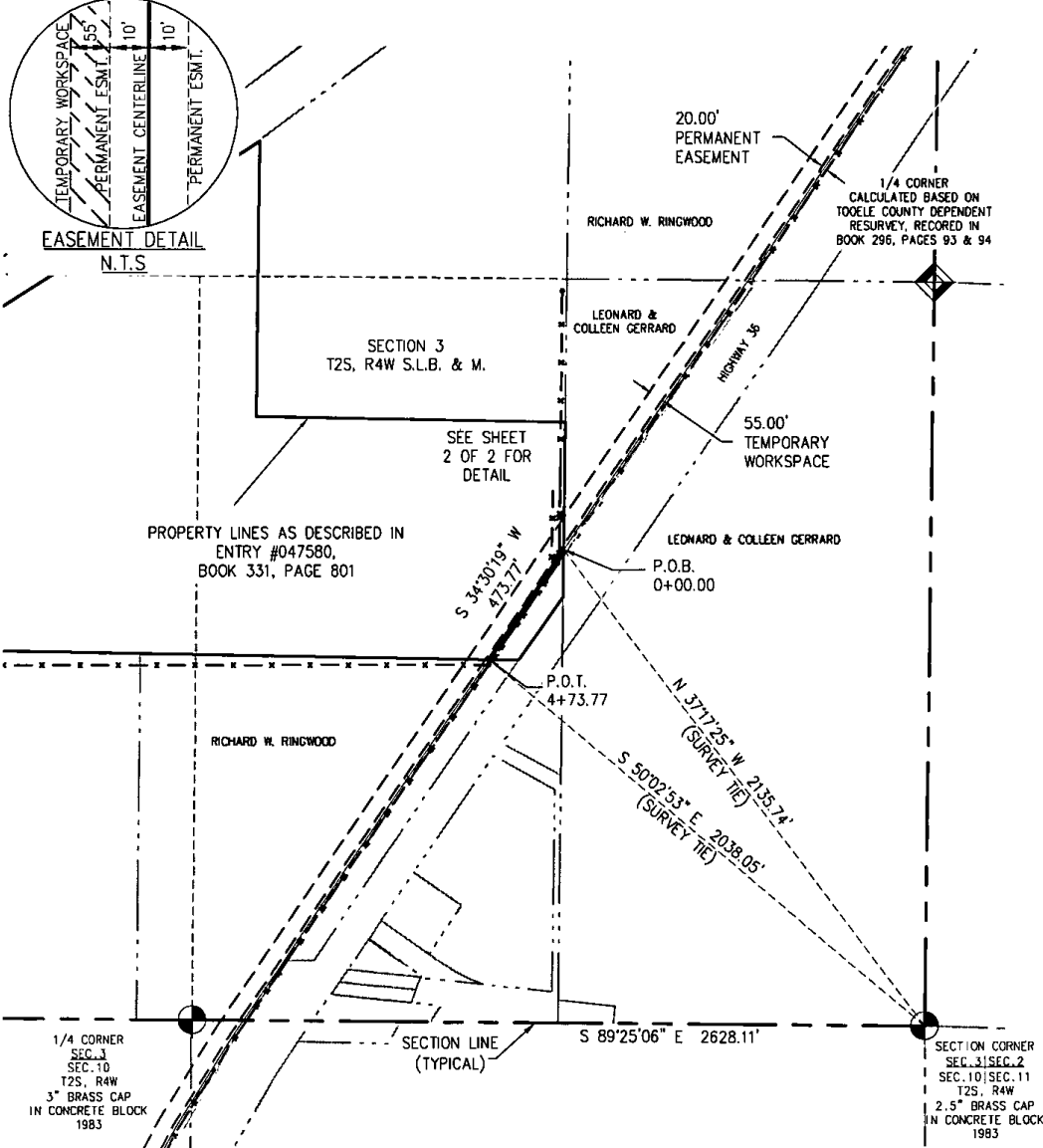
DRAWN BY: BLB      REV. 10/29/08      DATE: 10/15/08

SHEET: 2 OF 2      TOOELE COUNTY, UTAH

DRAWING NUMBER  
UT-TO-068.1, 69.1, 69.2 & 70.1

34 VAN CORDON ST., STE. 200, LAKEWOOD, CO 80228 303-298-9845

TRACT NO. UT-T0-074.1			
OWNER	STATION TO STATION	FEET - RODS	PERMANENT EASEMENT
KENNECOTT UTAH COPPER CORPORATION	0+00.00 - 4+73.77	473.77 - 28.71	0.217 ACRES
			TEMPORARY WORK SPACE
			0.700 ACRES
			ADDITIONAL TEMPORARY WORK SPACE
			N/A ACRES



**PERMANENT EASEMENT DESCRIPTION**  
 A 20.00 FOOT WIDE PERMANENT EASEMENT ACROSS A PARCEL OF LAND DESCRIBED IN DEED AND ASSIGNMENT TO KENNECOTT UTAH COPPER CORPORATION (F.K.A. GAZELLE CORPORATION) AND RECORDED IN BOOK 289, PAGE 147-212 IN THE OFFICE OF THE TOOELE COUNTY RECORDER, LOCATED IN THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 4 WEST OF THE S.L.B. & M., COUNTY OF TOOELE, STATE OF UTAH, SAID 20.00 FOOT WIDE EASEMENT BEING 10.00 FEET ON EACH SIDE OF THE CENTERLINE SHOWN HEREON. SAID PERMANENT EASEMENT BEING BOUNDED WITHIN THE LANDS OWNED BY THE PARTIES NAMED HEREON.

- NOTES:**
1. THE PROPERTY LINES DEPICTED HERON ARE APPROXIMATE. THEY ARE BASED UPON RECORD DESCRIPTIONS, DIGITIZED ASSESSOR MAPS AND OTHER DATA. THIS EXHIBIT A IS NOT TO BE RELIED UPON FOR THE ESTABLISHMENT OF FENCES, FUTURE IMPROVEMENTS, OR CONVEYANCES.
  2. ALL BEARINGS AND DISTANCES SHOWN HERON ARE BASED UPON UTM 12, NAD 83 GRID.
  3. THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THE PARCEL(S) SHOWN HERON BEING SUBJECT TO ANY AND ALL EASEMENTS RIGHTS OF WAY, VARIANCES OR AGREEMENTS OF RECORD.

**LEGEND**

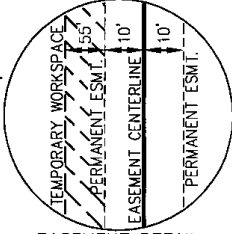
- MONUMENT FOUND AS DESCRIBED
- CALCULATED CORNER POSITION
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINUS
- FOUND FENCE CORNER

0 250 500  
 SCALE IN FEET  
 1 INCH = 500 FEET

**EXHIBIT A**  
**KENNECOTT UTAH COPPER CORPORATION**  
 05-021-0-0017  
 SECTION 3, TOWNSHIP 2 SOUTH,  
 RANGE 4 WEST OF THE S.L.B. & M.

DRAWN BY: BLB	REV: 07/21/08	DATE: 07/15/08
SHEET: 1 OF 2		TOOELE COUNTY, UTAH
34 VAN GORDON ST., STE. 200, LAKEWOOD, CO 80226 303-296-9645		DRAWING NUMBER UT-T0-074.1

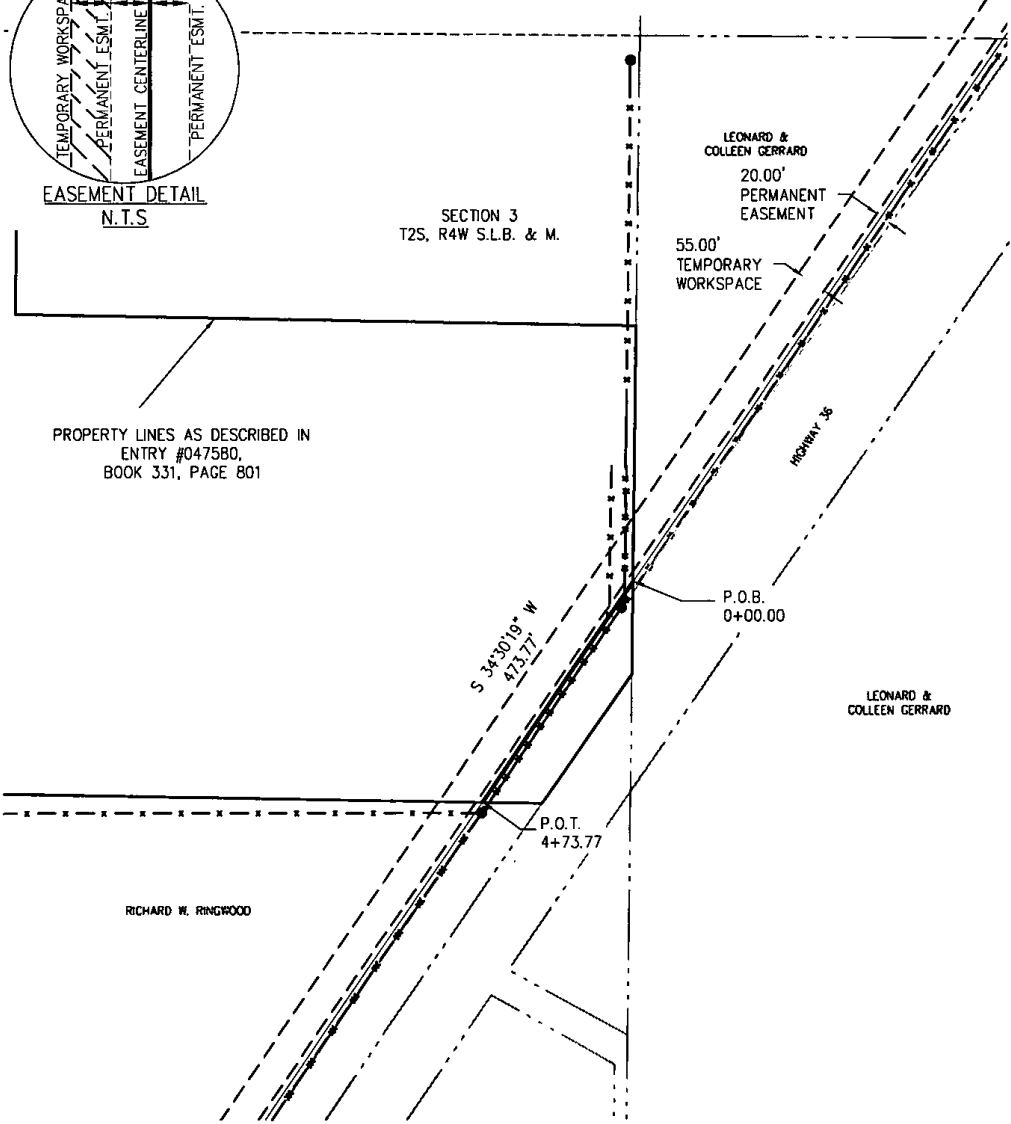
TRACT NO. UT-TO-074.1			
OWNER	STATION TO STATION	FEET - RODS	PERMANENT EASEMENT
KENNECOTT UTAH COPPER CORPORATION	0+00.00 - 4+73.77	473.77 - 28.71	0.217 ACRES
			TEMPORARY WORK SPACE
			0.700 ACRES
			ADDITIONAL TEMPORARY WORK SPACE
			N/A ACRES



EASEMENT DETAIL  
N.T.S.

SECTION 3  
T2S, R4W S.L.B. & M.

PROPERTY LINES AS DESCRIBED IN  
ENTRY #047580,  
BOOK 331, PAGE 801



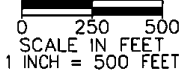
RICHARD W. RINGROOD

LEONARD & COLLEEN GERRARD



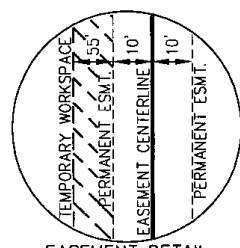
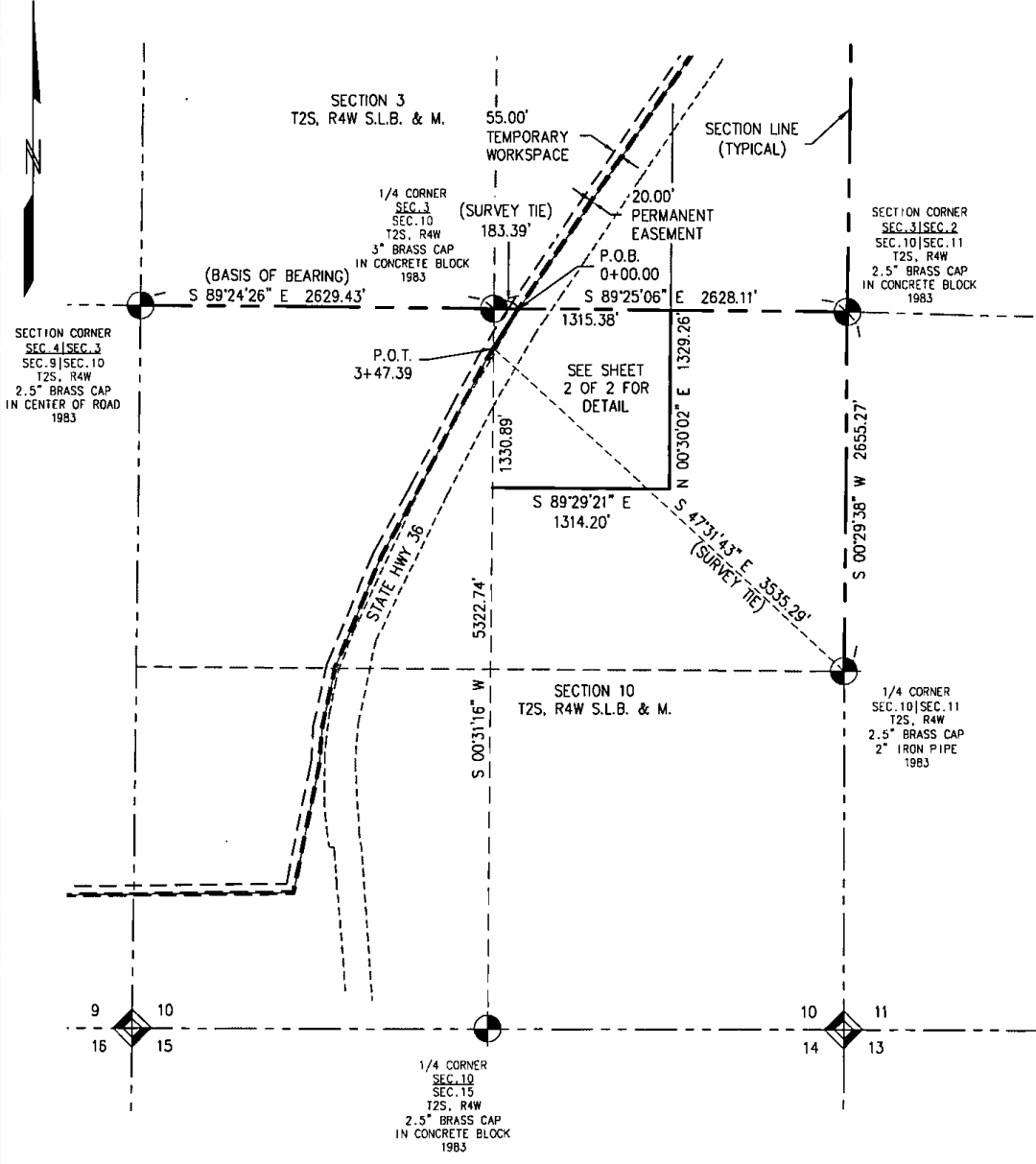
EXHIBIT A  
KENNECOTT UTAH COPPER CORPORATION  
05-021-0-0017  
SECTION 3, TOWNSHIP 2 SOUTH,  
RANGE 4 WEST OF THE S.L.B. & M.

- LEGEND
- MONUMENT FOUND AS DESCRIBED
  - CALCULATED CORNER POSITION
  - P.O.B. POINT OF BEGINNING
  - P.O.T. POINT OF TERMINUS
  - FOUND FENCE CORNER

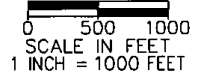


DRAWN BY: BLB	REV: 07/21/08	DATE: 07/15/08
SHEET: 2 OF 2		TOOELE COUNTY, UTAH
		DRAWING NUMBER
<small>34 VAN GORDON ST., STE. 200, LAKEWOOD, CO 80226 303-298-9645</small>		UT-TO-074.1

TRACT NO. UT-TO-076.1			
OWNER	STATION TO STATION	FEET - RODS	PERMANENT EASEMENT
KENNECOTT UTAH COPPER CORPORATION	0+00.00 - 3+47.39	347.39 - 21.05	0.159 ACRES
			TEMPORARY WORK SPACE
			0.439 ACRES
			ADDITIONAL TEMPORARY WORK SPACE
			N/A ACRES



- LEGEND**
- MONUMENT FOUND AS DESCRIBED
  - ◆ CALCULATED CORNER POSITION
  - P.O.B. POINT OF BEGINNING
  - P.O.T. POINT OF TERMINUS
  - FOUND FENCE CORNER

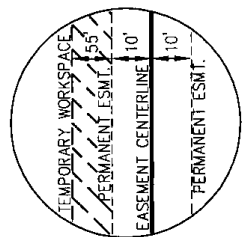
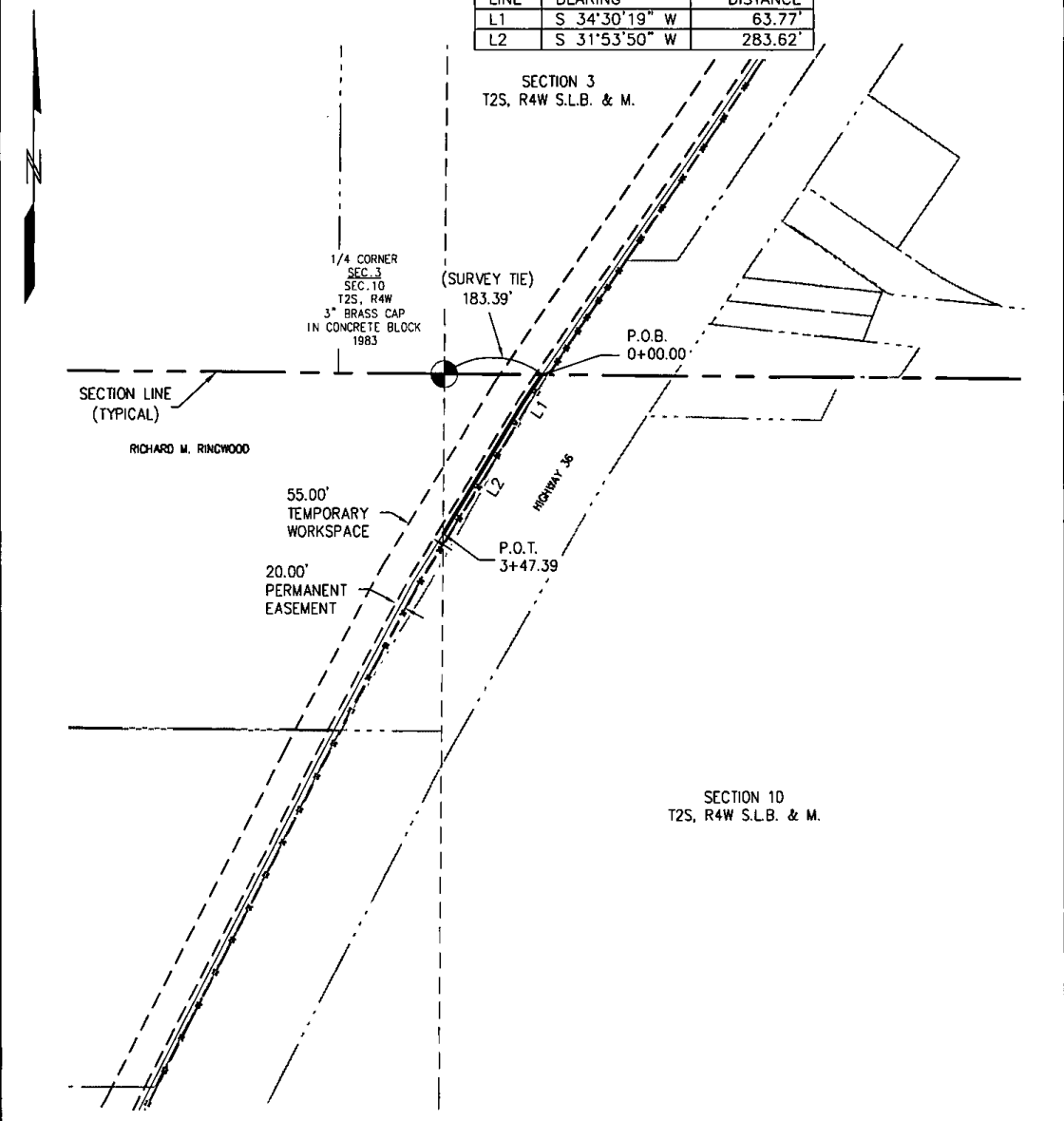


SEE ATTACHED CENTERLINE DESCRIPTION WHICH BY THIS REFERENCE IS MADE PART HEREOF.

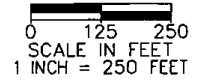
<b>EXHIBIT A</b> <b>KENNECOTT UTAH COPPER CORPORATION</b> 05-028-0-0033 SECTION 10, TOWNSHIP 2 SOUTH, RANGE 4 WEST OF THE S.L.B. & M.	
DRAWN BY: BLB	DATE: 07/15/08
SHEET: 1 OF 3	TOOELE COUNTY, UTAH
34 VAN GORDON ST., STE. 200, LAKEWOOD, CO 80226 303-296-9645	DRAWING NUMBER UT-TO-076.1

TRACT NO. UT-TO-076.1			
OWNER	STATION TO STATION	FEET - RODS	PERMANENT EASEMENT
KENNECOTT UTAH COPPER CORPORATION	0+00.00 - 3+47.39	347.39 - 21.05	0.159 ACRES
			TEMPORARY WORK SPACE
			0.439 ACRES
			ADDITIONAL TEMPORARY WORK SPACE
			N/A ACRES

LINE	BEARING	DISTANCE
L1	S 34°30'19" W	63.77'
L2	S 31°53'50" W	283.62'



- LEGEND**
- MONUMENT FOUND AS DESCRIBED
  - ⬠ CALCULATED CORNER POSITION
  - P.O.B. POINT OF BEGINNING
  - P.O.T. POINT OF TERMINUS
  - FOUND FENCE CORNER



SEE ATTACHED CENTERLINE DESCRIPTION WHICH BY THIS REFERENCE IS MADE PART HEREOF.

<b>EXHIBIT A</b> <b>KENNECOTT UTAH COPPER CORPORATION</b> <b>05-028-0-0033</b> SECTION 10, TOWNSHIP 2 SOUTH, RANGE 4 WEST OF THE S.L.B. & M.	
DRAWN BY: BLB	DATE: 07/15/08
SHEET: 2 OF 3	TOOELE COUNTY, UTAH
34 VAN GORDON ST., STE. 200, LAKEWOOD, CO 80228 303-296-9645	DRAWING NUMBER <b>UT-TO-076.1</b>

**DESCRIPTION EASEMENT 1:**

THE CENTERLINE OF A 20.00 FOOT WIDE EASEMENT LOCATED IN NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 4 WEST OF THE SALT LAKE BASE & MERIDIAN, COUNTY OF TOOELE, STATE OF UTAH, SAID 20.00 FOOT WIDE EASEMENT, BEING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

**BEGINNING** AT A POINT ON THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 10, FROM WHICH THE NORTH ONE-CORNER OF SAID SECTION 10, BEARS NORTH 89°25'06" WEST A DISTANCE OF 183.39 FEET;

THENCE SOUTH 34°30'19" WEST A DISTANCE OF 63.77 FEET;

THENCE SOUTH 31°53'50" WEST A DISTANCE OF 283.62 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 10 AND THE **POINT OF TERMINUS**, FROM WHICH THE EAST ONE-QUARTER CORNER OF SAID SECTION 10 BEARS SOUTH 47°31'43" EAST A DISTANCE OF 3535.29 FEET.

THE SIDE LINES OF THIS EASEMENT ARE LENGTHENED OR SHORTENED TO TERMINATE AT SAID NORTH LINE AND WEST LINE OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 10.

THE ABOVE DESCRIBED EASEMENT CONTAINS 0.159 ACRES OF LAND, MORE OR LESS.

THE TOTAL LENGTH OF THE ABOVE DESCRIBED CENTERLINE IS 347.39 FEET (21.05 RODS).

THE BASIS OF BEARINGS IS THE NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 4 WEST OF THE SALT LAKE BASE & MERIDIAN, COUNTY OF TOOELE, STATE OF UTAH, BASED ON GPS OBSERVATIONS AND PROJECTED TO UTM ZONE 12 NORTH, NAD 83 (GRID) WHICH BEARS SOUTH 89°24'26" EAST AND IS MONUMENTED ON THE WEST END BY A 2.5" BRASS CAP AND ON THE EAST END BY A 3" BRASS CAP AS SHOWN HEREON.

**NARRATIVE:**

THE PURPOSE OF THE SURVEY IS TO LOCATE AND DESCRIBE AN EASEMENT ALONG A PIPELINE-CENTERLINE THROUGH THE PARCEL OF LAND SHOWN ON THIS PLAT.

I, MARK A. MILLER, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF UTAH HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF ON THE DATE OF MY SIGNATURE, THIS EXHIBIT ACCURATELY REPRESENTS THE FACTS FOUND AT THE TIME OF A SURVEY MADE UNDER MY DIRECT SUPERVISION.





MARK A. MILLER, REGISTRATION No. 5048189-2201  
FOR AND ON BEHALF OF  
CH2M HILL TRIGON, INC

**NOTES:**

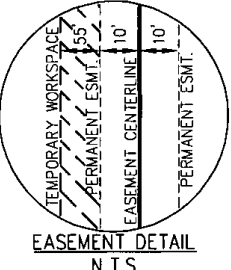
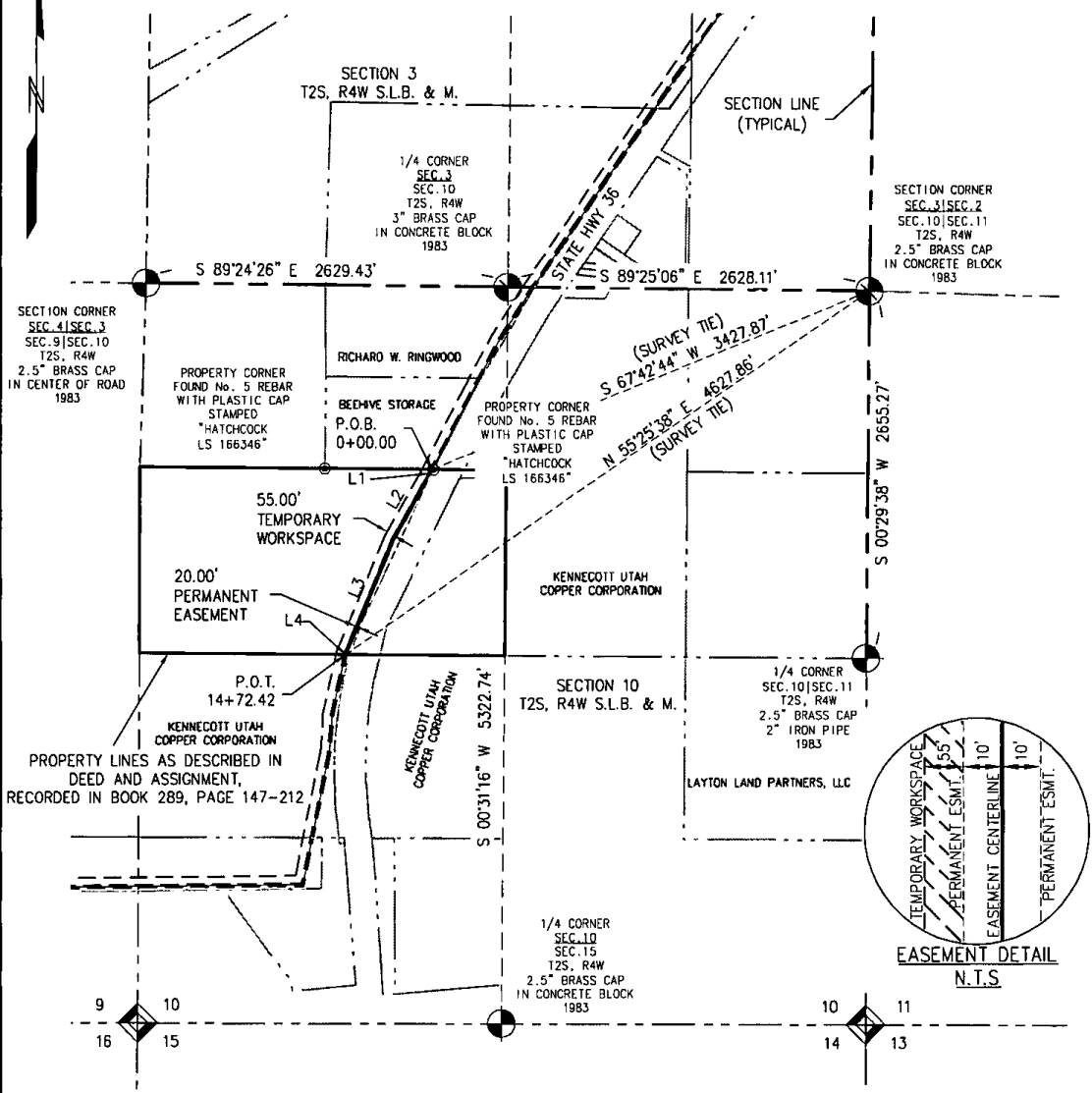
1. THIS EXHIBIT A WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THE PARCEL(S) SHOWN HEREON BEING SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS OF WAY, VARIANCES AND OR AGREEMENTS OF RECORD.

2. ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES.

SEE ATTACHED EXHIBIT WHICH BY THIS REFERENCE IS MADE PART HEREOF.

 <b>UNEV</b> PIPELINE, LLC	
EXHIBIT A KENNECOTT UTAH COPPER CORPORATION 05-028-0-0033	
DRAWN BY: BLB	DATE: 07/15/08
SHEET: 3 OF 3	TOOELE COUNTY, UTAH
 <b>CH2MHILL</b> TRIGON EPC	54 VAN GORDON ST., STE. 200, LAKEWOOD, CO 80226 303-296-9645
	DRAWING NUMBER UT-T0-076.1

TRACT NO. UT-T0-078.2			
OWNER	STATION TO STATION	FEET - RODS	PERMANENT EASEMENT
KENNECOTT UTAH COPPER CORPORATION	0+00.00 - 14+72.42	1472.42 - 89.24	0.676 ACRES
	-	-	TEMPORARY WORK SPACE
			1.859 ACRES
			ADDITIONAL TEMPORARY WORK SPACE
			N/A ACRES



**PERMANENT EASEMENT DESCRIPTION**

A 20.00 FOOT WIDE PERMANENT EASEMENT ACROSS A PARCEL OF LAND DESCRIBED IN DEED AND ASSIGNMENT TO KENNECOTT UTAH COPPER CORPORATION (F.K.A. GAZELLE CORPORATION) AND RECORDED IN BOOK 289, PAGE 147-212 IN THE OFFICE OF THE TOOELE COUNTY RECORDER, LOCATED IN THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 4 WEST OF THE S.L.B. & M., COUNTY OF TOOELE, STATE OF UTAH. SAID 20.00 FOOT WIDE EASEMENT BEING 10.00 FEET ON EACH SIDE OF THE CENTERLINE SHOWN HEREON. SAID PERMANENT EASEMENT BEING BOUNDED WITHIN THE LANDS OWNED BY THE PARTIES NAMED HEREON.

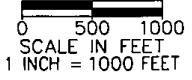
LINE	BEARING	DISTANCE
L1	S 27°21'06" W	56.65'
L2	S 29°46'29" W	524.97'
L3	S 22°50'36" W	881.01'
L4	S 12°25'00" W	9.79'

**NOTES:**

1. THE PROPERTY LINES DEPICTED HEREON ARE APPROXIMATE. THEY ARE BASED UPON RECORD DESCRIPTIONS, DIGITIZED ASSESSOR MAPS AND OTHER DATA. THIS EXHIBIT A IS NOT TO BE RELIED UPON FOR THE ESTABLISHMENT OF FENCES, FUTURE IMPROVEMENTS, OR CONVEYANCES.
2. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE BASED UPON UTM 12, NAD 83 GRID.
3. THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THE PARCEL(S) SHOWN HEREON BEING SUBJECT TO ANY AND ALL EASEMENTS RIGHTS OF WAY, VARIANCES OR AGREEMENTS OF RECORD.

**LEGEND**

- MONUMENT FOUND AS DESCRIBED
- ⬡ CALCULATED CORNER POSITION
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINUS
- FOUND FENCE CORNER



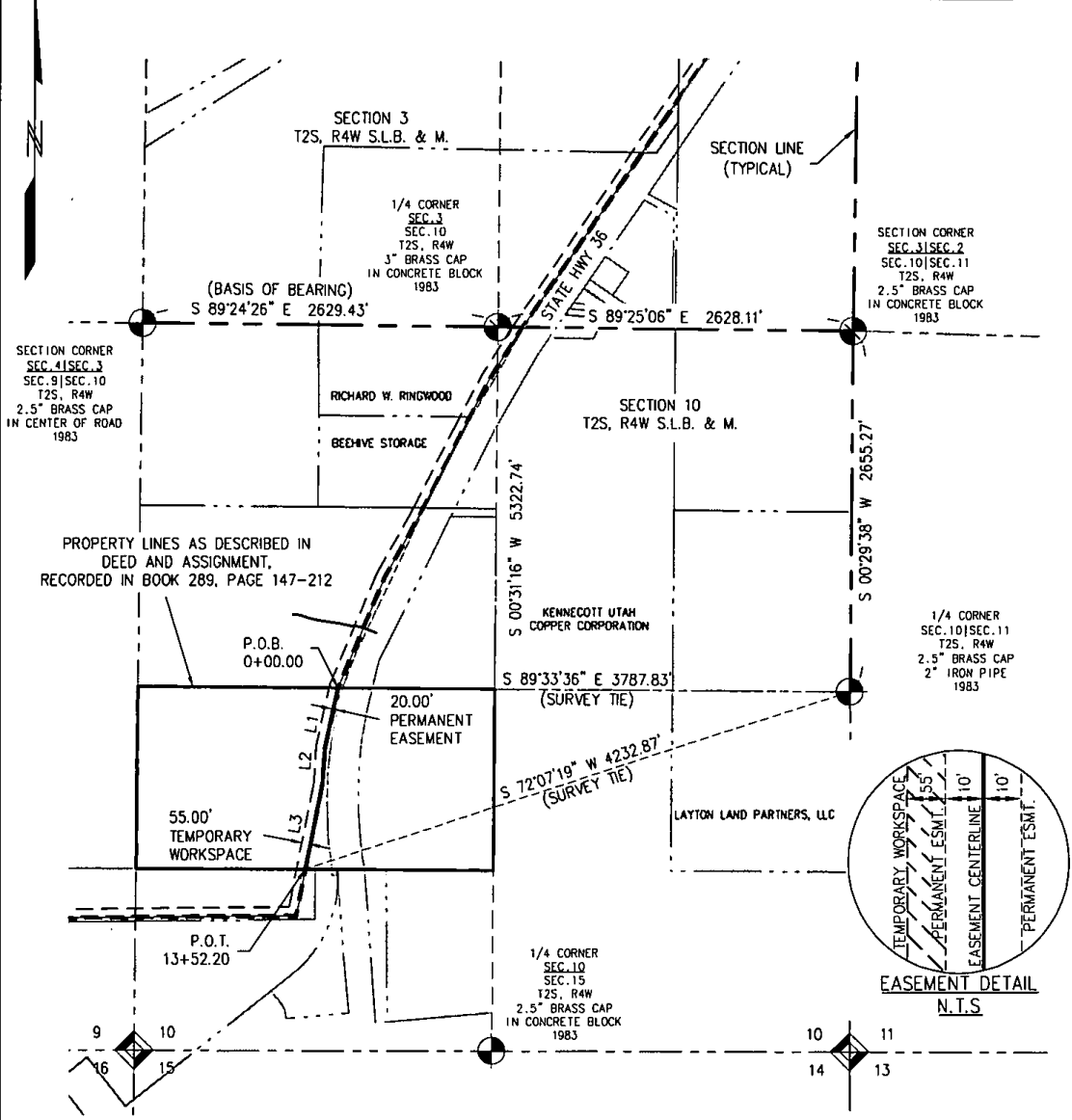
**EXHIBIT A**  
**KENNECOTT UTAH COPPER CORPORATION**  
 05-028-0-0033  
 SECTION 10, TOWNSHIP 2 SOUTH,  
 RANGE 4 WEST OF THE S.L.B. & M.

DRAWN BY: BLB DATE: 07/17/08  
 SHEET: 1 OF 1 TOOELE COUNTY, UTAH

DRAWING NUMBER  
 UT-T0-078.2

**CH2M HILL TRIGON EPC**  
 34 YAH GORDON ST., STE. 200,  
 LAKEWOOD, CO 80226  
 303-296-9645

TRACT NO. UT-T0-079.1			
OWNER	STATION TO STATION	FEET - RODS	PERMANENT EASEMENT
KENNECOTT UTAH COPPER CORPORATION	0+00.00 - 13+52.20	1352.20 - 81.95	0.621 ACRES
			TEMPORARY WORK SPACE
			1.707 ACRES
			ADDITIONAL TEMPORARY WORK SPACE
			N/A ACRES



**PERMANENT EASEMENT DESCRIPTION**

A 20.00 FOOT WIDE PERMANENT EASEMENT ACROSS A PARCEL OF LAND DESCRIBED IN DEED AND ASSIGNMENT TO KENNECOTT UTAH COPPER CORPORATION (F.K.A. GAZELLE CORPORATION) AND RECORDED IN BOOK 289, PAGE 147-212 IN THE OFFICE OF THE TOOELE COUNTY RECORDER, LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 4 WEST OF THE S.L.B. & M., COUNTY OF TOOELE, STATE OF UTAH, SAID 20.00 FOOT WIDE EASEMENT BEING 10.00 FEET ON EACH SIDE OF THE CENTERLINE SHOWN HEREON, SAID PERMANENT EASEMENT BEING BOUNDED WITHIN THE LANDS OWNED BY THE PARTIES NAMED HEREON.

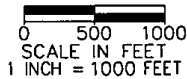
LINE	BEARING	DISTANCE
L1	S 12°25'00" W	442.83'
L2	S 04°01'59" W	269.64'
L3	S 11°24'42" W	639.73'

**NOTES:**

- THE PROPERTY LINES DEPICTED HEREON ARE APPROXIMATE. THEY ARE BASED UPON RECORD DESCRIPTIONS, DIGITIZED ASSESSOR MAPS AND OTHER DATA. THIS EXHIBIT A IS NOT TO BE RELIED UPON FOR THE ESTABLISHMENT OF FENCES, FUTURE IMPROVEMENTS, OR CONVEYANCES.
- ALL BEARINGS AND DISTANCES SHOWN HEREON ARE BASED UPON UTM 12, NAD 83 GRID.
- THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THE PARCEL(S) SHOWN HEREON BEING SUBJECT TO ANY AND ALL EASEMENTS RIGHTS OF WAY, VARIANCES OR AGREEMENTS OF RECORD.

**LEGEND**

- MONUMENT FOUND AS DESCRIBED
- CALCULATED CORNER POSITION
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINUS
- FOUND FENCE CORNER



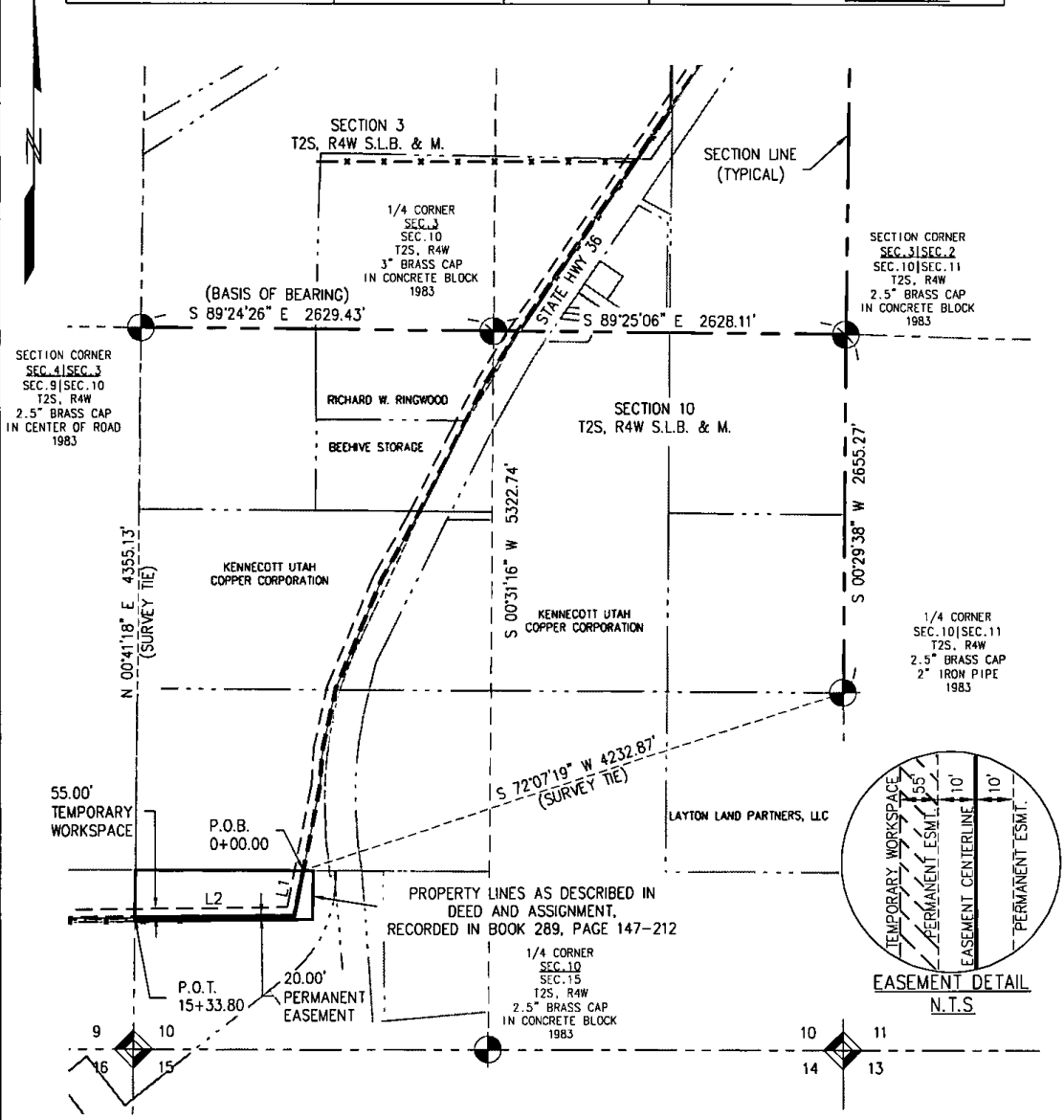
**UNEV**  
PIPELINE, LLC

EXHIBIT A  
**KENNECOTT UTAH COPPER CORPORATION**  
 05-028-0-0030  
 SECTION 10, TOWNSHIP 2 SOUTH,  
 RANGE 4 WEST OF THE S.L.B. & M.

DRAWN BY: BLB	DATE: 07/19/08
SHEET: 1 OF 1	TOOELE COUNTY, UTAH
<p>34 VAN CORDON ST., STE. 200, LAKEWOOD, CO 80226 303-298-9645</p>	<p>DRAWING NUMBER UT-T0-079.1</p>



TRACT NO. UT-T0-079.2			
OWNER	STATION TO STATION	FEET - ROODS	PERMANENT EASEMENT
KENNECOTT UTAH COPPER CORPORATION	0+00.00 - 15+33.80	1533.80 - 92.96	0.704 ACRES
			TEMPORARY WORK SPACE
			1.937 ACRES
			ADDITIONAL TEMPORARY WORK SPACE
			N/A ACRES



**PERMANENT EASEMENT DESCRIPTION**

A 20.00 FOOT WIDE PERMANENT EASEMENT ACROSS A PARCEL OF LAND DESCRIBED IN DEED AND ASSIGNMENT TO KENNECOTT UTAH COPPER CORPORATION (F.K.A. GAZELLE CORPORATION) AND RECORDED IN BOOK 289, PAGE 147-212 IN THE OFFICE OF THE TOOELE COUNTY RECORDER, LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 4 WEST OF THE S.L.B. & M., COUNTY OF TOOELE, STATE OF UTAH, SAID 20.00 FOOT WIDE EASEMENT BEING 10.00 FEET ON EACH SIDE OF THE CENTERLINE SHOWN HEREON, SAID PERMANENT EASEMENT BEING BOUNDED WITHIN THE LANDS OWNED BY THE PARTIES NAMED HEREON.

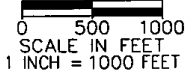
LINE	BEARING	DISTANCE
L1	S 11°24'42" W	343.51'
L2	S 89°32'17" W	1190.29'

**NOTES:**

1. THE PROPERTY LINES DEPICTED HEREON ARE APPROXIMATE. THEY ARE BASED UPON RECORD DESCRIPTIONS, DIGITIZED ASSESSOR MAPS AND OTHER DATA. THIS EXHIBIT A IS NOT TO BE RELIED UPON FOR THE ESTABLISHMENT OF FENCES, FUTURE IMPROVEMENTS, OR CONVEYANCES.
2. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE BASED UPON UTM 12, NAD 83 GRID.
3. THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THE PARCEL(S) SHOWN HEREON BEING SUBJECT TO ANY AND ALL EASEMENTS RIGHTS OF WAY, VARIANCES OR AGREEMENTS OF RECORD.

**LEGEND**

- MONUMENT FOUND AS DESCRIBED
- CALCULATED CORNER POSITION
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINUS
- FOUND FENCE CORNER



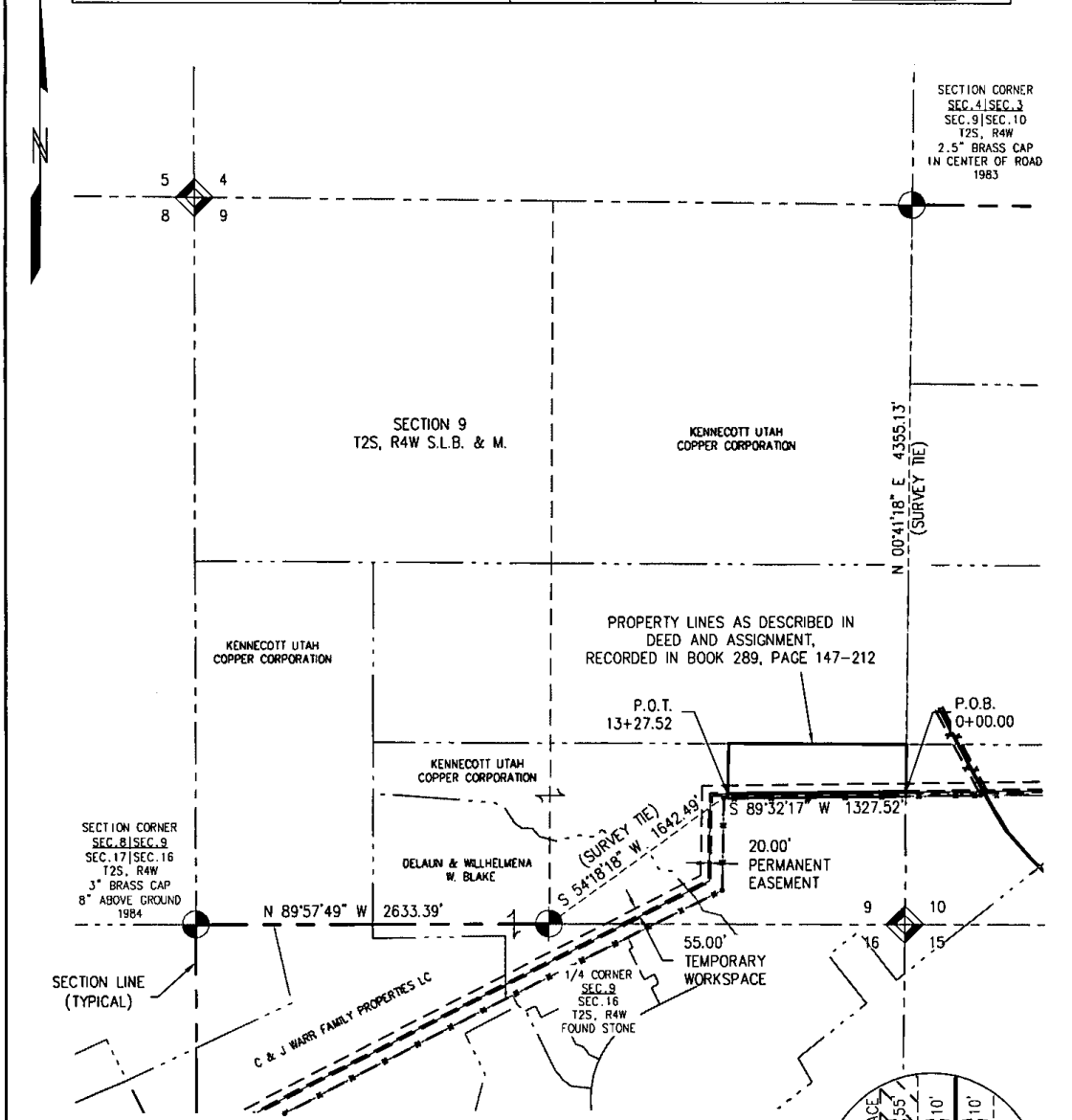
**UNEV**  
PIPELINE, LLC

EXHIBIT A  
**KENNECOTT UTAH COPPER CORPORATION**  
05-028-0-0037  
SECTION 10, TOWNSHIP 2 SOUTH,  
RANGE 4 WEST OF THE S.L.B. & M.

DRAWN BY: BLB	DATE: 07/19/08
SHEET: 1 OF 1	TOOELE COUNTY, UTAH
DRAWING NUMBER UT-T0-079.2	

34 VAN GORDON ST., STE. 200,  
LAKEWOOD, CO 80226  
303-296-9645

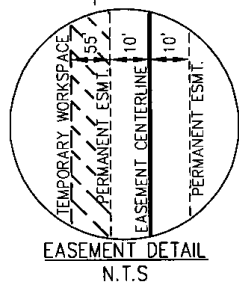
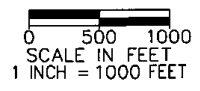
TRACT NO. UT-TO-080.1			
OWNER	STATION TO STATION	FEET - RODS	PERMANENT EASEMENT
KENNECOTT UTAH COPPER CORPORATION	0+00.00 - 13+27.52	1327.52 - 80.46	0.610 ACRES
			TEMPORARY WORK SPACE
			1.676 ACRES
			ADDITIONAL TEMPORARY WORK SPACE
			N/A ACRES



**PERMANENT EASEMENT DESCRIPTION**  
 A 20.00 FOOT WIDE PERMANENT EASEMENT ACROSS A PARCEL OF LAND DESCRIBED IN DEED AND ASSIGNMENT TO KENNECOTT UTAH COPPER CORPORATION (F.K.A. GAZELLE CORPORATION) AND RECORDED IN BOOK 289, PAGE 147-212 IN THE OFFICE OF THE TOOELE COUNTY RECORDER, LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 WEST OF THE S.L.B. & M., COUNTY OF TOOELE, STATE OF UTAH. SAID 20.00 FOOT WIDE EASEMENT BEING 10.00 FEET ON EACH SIDE OF THE CENTERLINE SHOWN HEREON. SAID PERMANENT EASEMENT BEING BOUNDED WITHIN THE LANDS OWNED BY THE PARTIES NAMED HEREON.

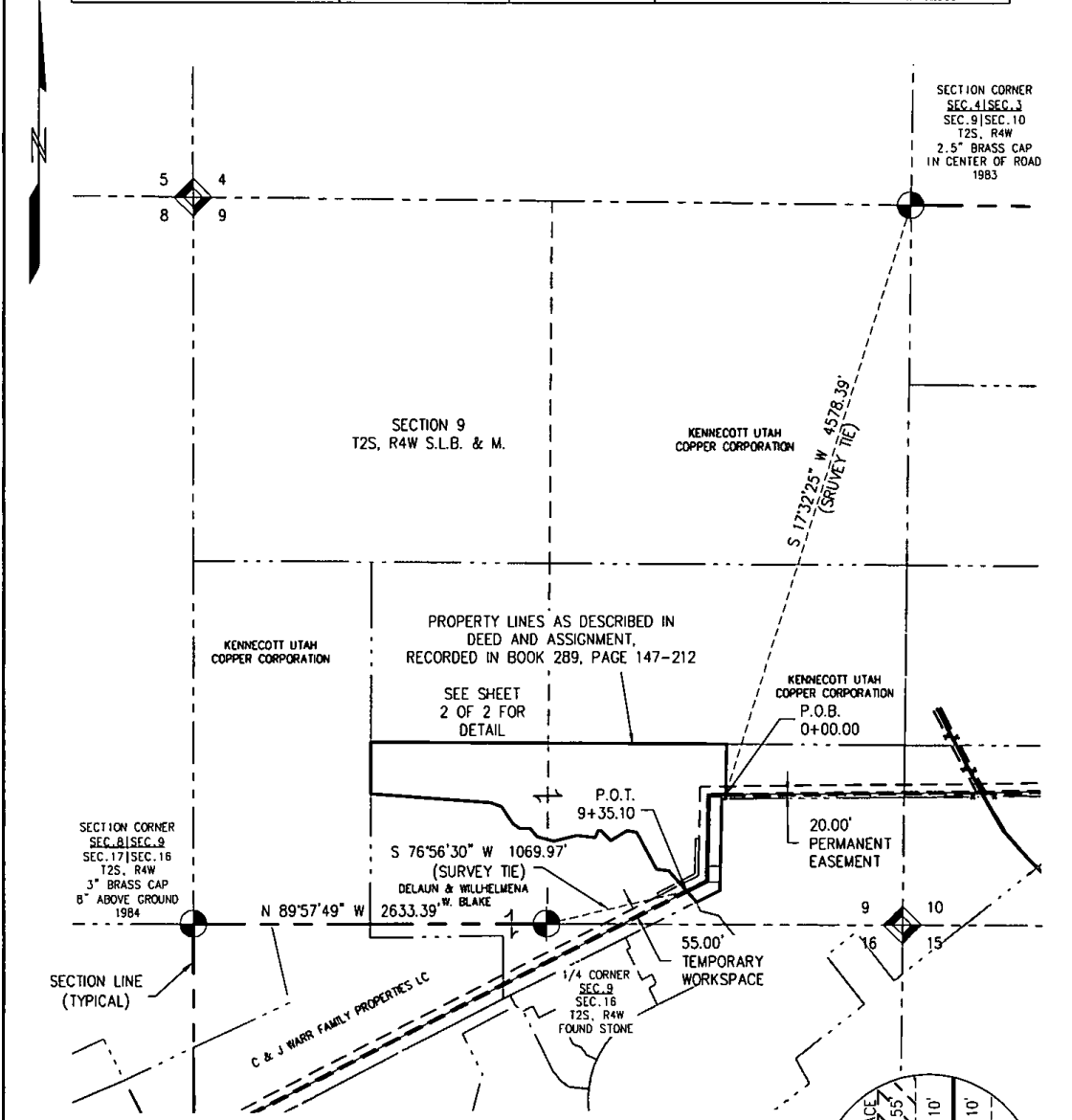
- NOTES:**
1. THE PROPERTY LINES DEPICTED HEREON ARE APPROXIMATE. THEY ARE BASED UPON RECORD DESCRIPTIONS, DIGITIZED ASSESSOR MAPS AND OTHER DATA. THIS EXHIBIT A IS NOT TO BE RELIED UPON FOR THE ESTABLISHMENT OF FENCES, FUTURE IMPROVEMENTS, OR CONVEYANCES.
  2. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE BASED UPON UTM 12, NAD 83 GRID.
  3. THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THE PARCEL(S) SHOWN HEREON BEING SUBJECT TO ANY AND ALL EASEMENTS RIGHTS OF WAY, VARIANCES OR AGREEMENTS OF RECORD.

- LEGEND**
- MONUMENT FOUND AS DESCRIBED
  - CALCULATED CORNER POSITION
  - P.O.B. POINT OF BEGINNING
  - P.O.T. POINT OF TERMINUS
  - FOUND FENCE CORNER



<b>EXHIBIT A</b> <b>KENNECOTT UTAH COPPER CORPORATION</b> 05-027-0-0009 SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 WEST OF THE S.L.B. & M.	
DRAWN BY: BLB	DATE: 07/19/08
SHEET: 1 OF 1	TOOELE COUNTY, UTAH
34 VAN GORDON ST., STE. 200, LAKEWOOD, CO 80226 303-298-9645	DRAWING NUMBER UT-TO-080.1

TRACT NO. UT-TO-080.2			
OWNER	STATION TO STATION	FEET - RODS	PERMANENT EASEMENT
KENNECOTT UTAH COPPER CORPORATION	0+00.00 - 9+35.10	935.10 - 56.67	0.429 ACRES
			TEMPORARY WORK SPACE
			1.181 ACRES
			ADDITIONAL TEMPORARY WORK SPACE
			0.373 ACRES



**PERMANENT EASEMENT DESCRIPTION**

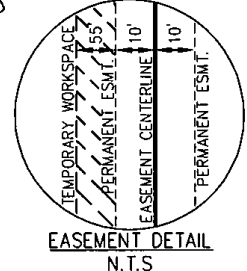
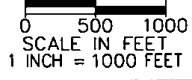
A 20.00 FOOT WIDE PERMANENT EASEMENT ACROSS A PARCEL OF LAND DESCRIBED IN DEED AND ASSIGNMENT TO KENNECOTT UTAH COPPER CORPORATION (F.K.A. GAZELLE CORPORATION) AND RECORDED IN BOOK 289, PAGE 147-212 IN THE OFFICE OF THE TOOELE COUNTY RECORDER, LOCATED IN THE SOUTH ONE-HALF OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 WEST OF THE S.L.B. & M., COUNTY OF TOOELE, STATE OF UTAH. SAID 20.00 FOOT WIDE EASEMENT BEING 10.00 FEET ON EACH SIDE OF THE CENTERLINE SHOWN HEREON. SAID PERMANENT EASEMENT BEING BOUNDED WITHIN THE LANDS OWNED BY THE PARTIES NAMED HEREON.

**NOTES:**

1. THE PROPERTY LINES DEPICTED HEREON ARE APPROXIMATE. THEY ARE BASED UPON RECORD DESCRIPTIONS, DIGITIZED ASSESSOR MAPS AND OTHER DATA. THIS EXHIBIT A IS NOT TO BE RELIED UPON FOR THE ESTABLISHMENT OF FENCES, FUTURE IMPROVEMENTS, OR CONVEYANCES.
2. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE BASED UPON UTM 12, NAD 83 GRID.
3. THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THE PARCEL(S) SHOWN HEREON BEING SUBJECT TO ANY AND ALL EASEMENTS RIGHTS OF WAY, VARIANCES OR AGREEMENTS OF RECORD.

**LEGEND**

- MONUMENT FOUND AS DESCRIBED
- ◆ CALCULATED CORNER POSITION
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINUS
- FOUND FENCE CORNER

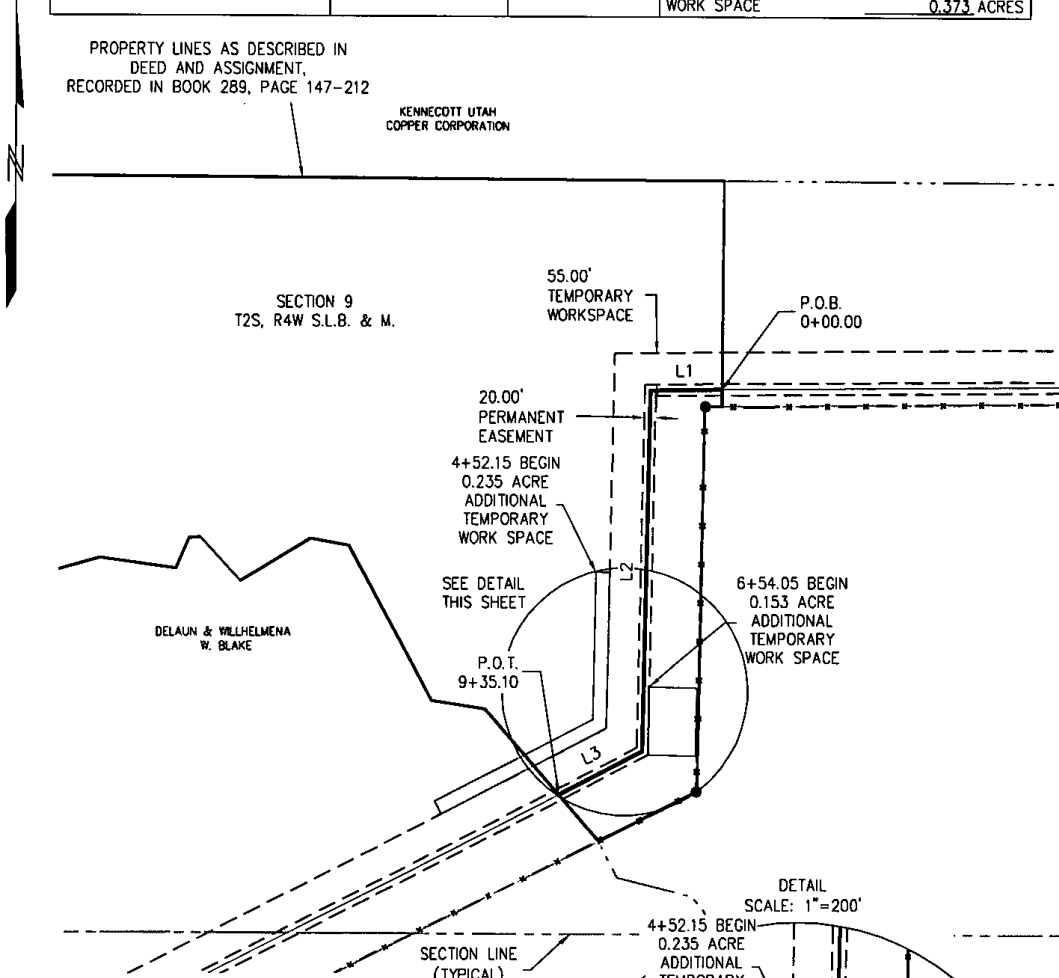


<b>EXHIBIT A</b> <b>KENNECOTT UTAH COPPER CORPORATION</b> 05-027-0-0008 SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 WEST OF THE S.L.B. & M.		
DRAWN BY: BLB	REV. 10/10/08	DATE: 07/19/08
SHEET: 1 OF 2		TOOELE COUNTY, UTAH
54 VAN GORDON ST., STE. 200, LAKEWOOD, CO 80228 303-296-9645		DRAWING NUMBER UT-TO-080.2

TRACT NO. UT-TO-080.2			
OWNER	STATION TO STATION	FEET - RODS	PERMANENT EASEMENT
KENNECOTT UTAH COPPER CORPORATION	0+00.00 - 9+35.10	935.10 - 56.67	0.429 ACRES
			TEMPORARY WORK SPACE
			1.181 ACRES
			ADDITIONAL TEMPORARY WORK SPACE
			0.373 ACRES

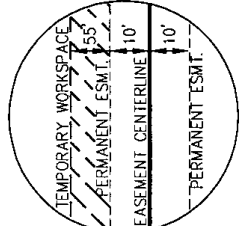
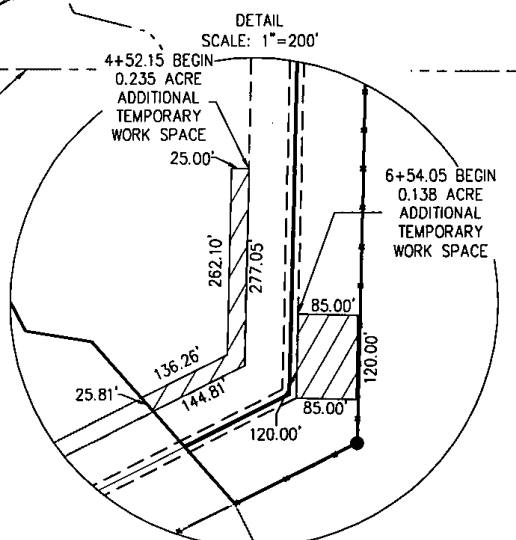
PROPERTY LINES AS DESCRIBED IN DEED AND ASSIGNMENT, RECORDED IN BOOK 289, PAGE 147-212

KENNECOTT UTAH COPPER CORPORATION



DELAUN & WILHELMENA W. BLAKE

LINE	BEARING	DISTANCE
L1	S 89°32'17" W	127.96'
L2	S 01°19'09" W	640.11'
L3	S 63°04'50" W	167.03'



- LEGEND**
- MONUMENT FOUND AS DESCRIBED
  - CALCULATED CORNER POSITION
  - P.O.B. POINT OF BEGINNING
  - P.O.T. POINT OF TERMINUS
  - FOUND FENCE CORNER

**EASEMENT DETAIL**  
N.T.S.

0 125 250  
SCALE IN FEET  
1 INCH = 250 FEET

**UNEV**  
PIPELINE, LLC

**EXHIBIT A**  
**KENNECOTT UTAH COPPER CORPORATION**  
**05-027-0-0008**  
SECTION 9, TOWNSHIP 2 SOUTH,  
RANGE 4 WEST OF THE S.L.B. & M.

DRAWN BY: BLB	REV. 10/10/08	DATE: 07/19/08
SHEET: 2 OF 2	TOOELE COUNTY, UTAH	

<p><b>CH2M HILL</b> TRIGON EPC</p>	<p>34 VAN GORDON ST., STE. 200, LAKEWOOD, CO 80226 303-296-9645</p>	<p>DRAWING NUMBER <b>UT-TO-080.2</b></p>
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