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DEPT. OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Health Adams

FILE NO. 88-ABP-626
WA7000 B/M 2.34 H/M 2320

JAN 23 12 00 PM '89 ROAD ACCESS AGREEMENT

Jim Barrows
FILED AND RECORDED FOR

10-055-0001 X
10-051-0004, 0006, 0007 X
10-032-0005, 0011 X

B/C 1554 PMS1144

THIS AGREEMENT made this 15 day of December 1988, between
Great Salt Lake Minerals and Chemical Corporation

herein after identified as Owner and the United States of
America, herein after identified as the Government do hereby
covenant and agree as follows:

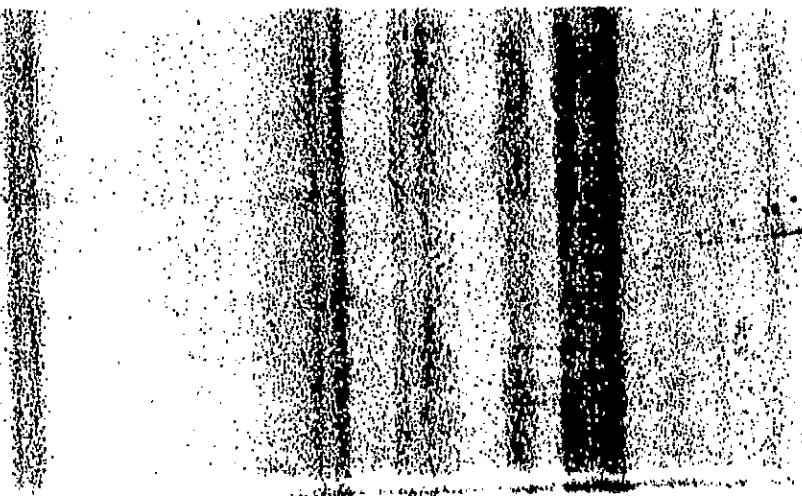
1. The Owner, for and in consideration of the sum of FIVE
HUNDRED AND NO/100 DOLLARS (\$ 500.00) per year paid in arrears
subject to the provisions contained in this agreement, does
hereby agree to allow the Government including its employees,
agents and contractors a non-exclusive right of access in, upon,
over, under and across the lands described below together with
the right to construct, improve, repair and maintain said road
and remove brush and other obstacles:

Commencing at the intersection of Owners road with South Street
in Section 7, Township 6 North, Range 3 West, S.L.B.&M. thence
west a distance of approximately 8.5 miles along Owners road to
its intersection with Promontory Point Road;

and as shown in Map Exhibit A attached hereto and by this
reference made a part hereof.

2. The Government shall have the right of access under this
agreement effective April 1, 1989 through March 31, 1990. The
Government may renew this agreement from year to year by
providing written notice to the Owner no less than 30 days prior
to the expiration of the term of the agreement. However in no
event will this agreement extend beyond March 31, 2022. Renewal
notice to the Owner shall be given at the address below. Payment
identified in paragraph 1. of this agreement shall be made at the
expiration of the initial term and expiration of any renewal
thereof.

3. The Government may from time to time decide not to renew this



agreement for a given year or years and shall give notice to the Owner that it plans not to renew the agreement no less than 30 days prior to the expiration of the term. Both Owner and the Government agree that the Government may request to activate the agreement at any time that access is needed for an additional term any time prior to the final expiration of this agreement identified in paragraph 2. Reactivation of the agreement shall be under the same terms and conditions as now contained in the agreement unless amended by mutual agreement of the parties. Reactivation of the agreement may be accomplished in the same fashion as a renewal notice to the Owner.

4. This Agreement is subject to existing access agreements or easements of record and shall not restrict the Owner, heirs or assigns from establishing new agreements upon lands covered by this agreement so long as such new agreements do not unreasonably restrict the Government's rights of access as established by this agreement.

5. Owner warrants that his title is sufficient to permit the Government's use under this agreement.

6. This agreement shall be binding upon the Owner, the Owner's heirs, executors, administrators, successors and assigns.

7. The Government agrees to promptly consider and adjudicate any and all claims which may arise out of use of the Owner's property by the Government, duly authorized representatives or contractors of the Government, and to pay for any damage or injury as may be required by Federal law. Such adjudication will be pursued under the Federal Tort Claims Act, 28 U.S.C. Section 2671 et seq., or such other legal authority as may be pertinent. The Government also agrees to consider and adjudicate any claims for property damage or personal injury sustained by Government personnel in the performance of their official duties while on the Owner's property. Such adjudication will be made pursuant to the Federal Tort Claims Act, the Federal Employees Compensation Act, 5 U.S.C. Section 8101 et seq., or such other legal authority as may be pertinent.

8. The Owner and Government agree that receipt of payment in paragraph 1, by the owner represents full compensation to the owner for the Government's exercise of rights under this agreement and any incidental damages that may arise, except for damages covered by paragraph 7.

9. The Government shall have the right during the term of this agreement to improve and or maintain the access road subject to approval by the Owner of the timing, type of equipment, methods and materials used for maintenance.

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10. The Owner has no obligation and does not guarantee the roads will be accessible at all times, but will make a good faith effort to maintain roads in a passable condition.

11. Nothing herein shall prevent the Owner from ceasing its operations and abandoning and/or reclaiming its facilities and structures. However if the Owner develops an alternative access to Promontory Point then the rights extended to the Government by this agreement shall transfer to the alternative route.

~~12. The Government shall only be responsible for maintenance proportionate to its use of the access road and shall not be responsible for damages caused by other road users whether or not such use is authorized by the Owner.~~ 7/14/78 1-10-78

13. No member of or Delegate to Congress, or Resident Commissioner shall be entitled to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. The Owner warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or a bona fide established commercial or selling agencies maintained by the Owner for the purpose of securing business. For each breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee. (Licensed real estate agents or brokers having listings on property for rent or sale, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this contract; may be considered as bona fide employees or agencies within the exception of this clause.)

15. The Owner will provide the Government with gate combination and/or one key for each existing access control gate and any new gates that may be established which will not be duplicated nor given to any third party without Owners permission.

16. OTHER PROVISIONS:

a. Owner reserves the right to restrict or reroute access based on its mining operations or flood conditions.

b. The Government will provide the owner with advance notice of its planned use of the access. Notice shall be given to:

1554 7/14/78

Mr. Max Reynolds, Vice President, Operations (tel. 801-731-3100)
Great Salt Lake Mineral And Mining Corporation
P.O. Box 1190
Ogden, Utah 84402

c. Owner periodically changes lock and/or combinations. Notice of any such changes shall be given to:

Meteorologist In Charge (tel. 801-524-5133)
National Weather Service Forecast Office
Executive Terminal Building
337 North 2370 West
Salt Lake City, Utah 84116

d. Notices to the Government regarding this agreement shall be sent to:

N.O.A.A.
WASC WC43
7600 Sand Point Way N.E.
BIN C15700
Seattle, Washington 98115

e. Government access shall be limited to passenger vehicles only (cars, vans and pickup trucks). No access will be allowed for construction vehicles except by separate agreement with the Owner.

f. This agreement shall allow an average of three vehicles per month per year to cross Owners property except during the construction period when passenger vehicles may cross daily. Construction crossing shall not exceed a period of 120 days. The Government shall provide 30 day advance notice to the Owner prior to the start of the construction period.

g. No vehicles carrying fuel, concrete, asphalt, oils, paint or solvents for the construction, operation or maintenance of the Governments access or radar equipment shall be allowed access over Owner's property unless approved by separate agreement with the Owner.

h. The Government shall abide by all of Owners safety rules attached hereto and marked Exhibit B.

i. The Owner agrees to allow the Government occasional access prior to the effective date of this agreement if it does not conflict with the owners operations and if advance notice is given to the owner at least one day prior to the planned crossing.

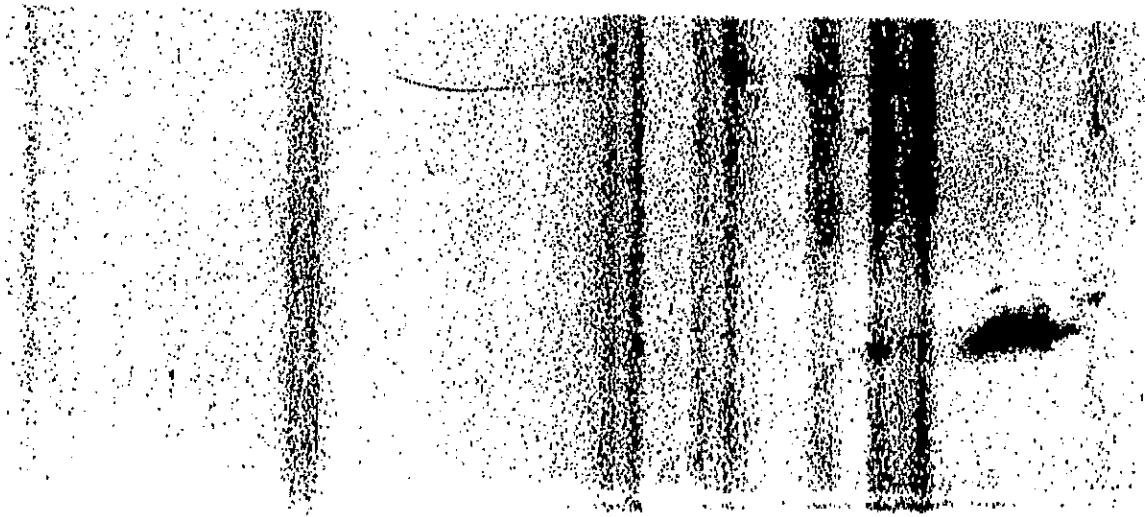
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OWNER <u>M. J. Lyroll</u>	Date <u>12/15/88</u>	OWNER	Date _____
TITLE <u>VP Operations</u>		TITLE	

ACCEPTED BY THE GOVERNMENT

Dean Stewart Date 1-10-89
 TITLE Contracting Officer
James Barroue
Realty Specialist

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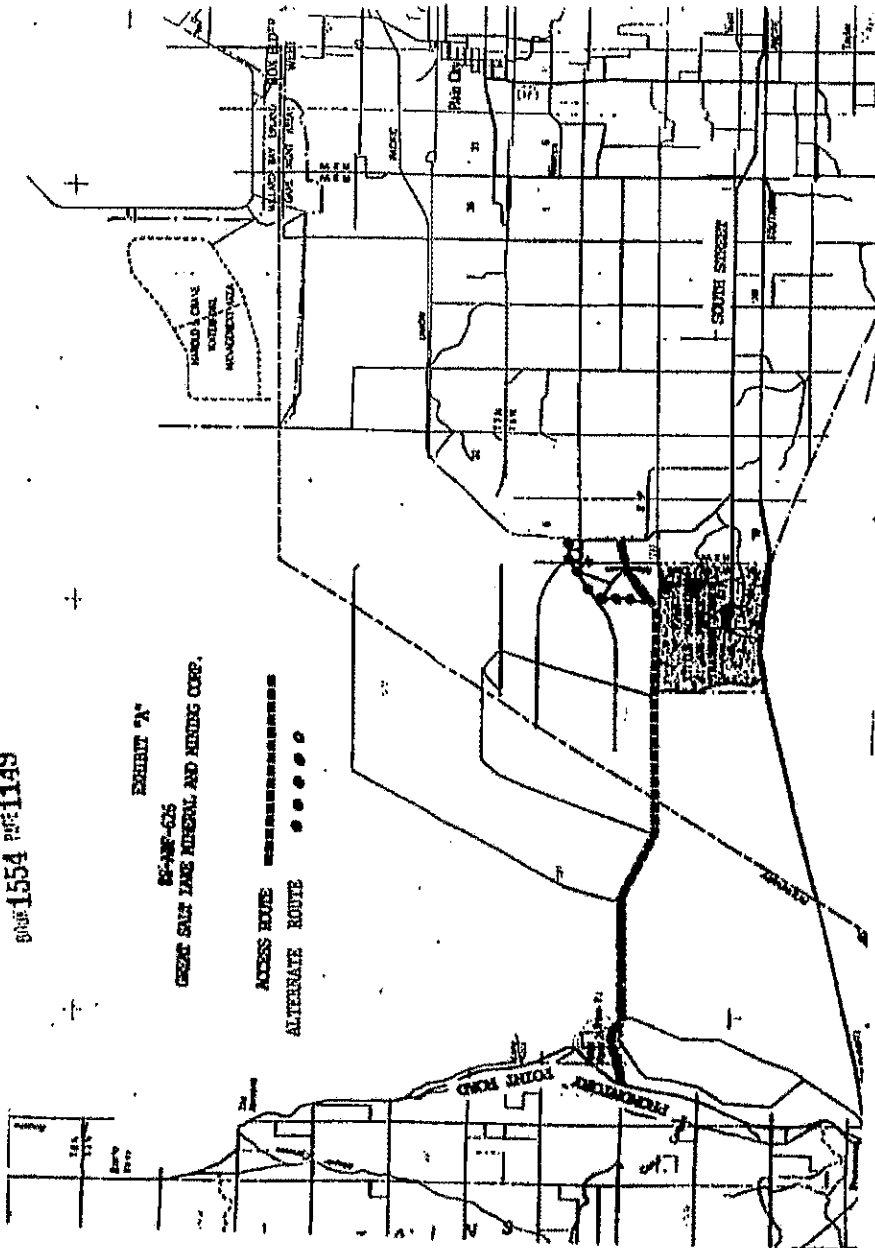
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EXHIBIT 'A'

SE-NF-025
CZECH SALT LANE MINERAL AND MINING CORP.

ACCESS ROUTE

ALTERNATE ROUTE



RULES AND REGULATIONS
DIKE CROSSING PRIVILEGES
Granted By Owner

Item I: Larger trucks or hauling vehicles have the "Right of Way" on dikes.

Item II: Maximum speed limit is 30 M.P.H., or slower depending on conditions.

Item. III: Respect blasting signs. Stop and move only on blasting crews directions.

Item IV: Drums are used to block off roads that are inaccessible. Respect these barriers.

Item V: No guns in vehicles or hunting on Promontory. This land is a private gun club.

Any violations of the above will jeopardize your use of these dikes for crossing. Be courteous.

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EXHIBIT B

CORPORATION ACKNOWLEDGEMENT

State of Utah }
County of Wasatch } ss.

On this 23RD day of December, in the year of 1988,
before me MAY J. REYNOLDS personally appeared
_____, known to me to be the _____

VICE PRESIDENT-OPERATIONS of the corporation that executed the
within instrument or the person who executed the within
instrument as authorized agent on behalf of the corporation, and
acknowledged to me that such corporation executed the same, and
acknowledged said instrument to be the free and voluntary act and
deed of said corporation, for the uses and purposes therein
mentioned, and on oath stated that he was authorized to execute
said instrument and that the seal, if any, affixed is the
corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my
official seal on the day written above.

(SEAL)

Nancy S. Achen
Notary Public in and for the
State of: Utah
Residing at: Ogden, Utah
My commission expires: 9/20/90



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