

2256740

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Recorded AUG 20 1968 at 9:30 A.M.
Request of Kennecott Copper Corp.

Fee Paid HAZEL TAGGART CHASE

Recorder, Salt Lake County, Utah

\$ 6.00 By *Chas. Madsen* Deputy

Ref. _____

Att. O.C. Madsen, P.O. Box 11299
S.L.C.

E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS:

That THE ANACONDA COMPANY, a corporation of the State of Montana, GRANTOR, duly authorized to engage in business in the State of Utah, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration does hereby quitclaim to KENNECOTT COPPER CORPORATION, a corporation of the State of New York, GRANTEE, duly authorized to do business in the State of Utah, a non-exclusive right-of-way and easement over and upon the hereinafter described property for the purpose of installing an electric transmission line, sinking wells for the recovery of water, installing, maintaining, replacing and removing pipe and installing and maintaining water lines for returning the recaptured water to the reservoir of Kennecott Copper Corporation, over, upon, across and within a strip of land 100 feet in width being 50 feet on each side of the following described center line located in the Southwest Quarter of Section 16, Township 3 South, Range 2 West, Salt Lake Base and Meridian:

Beginning at a point located on the East/West Center Line of Section 16, Township 3 South, Range 2 West, Salt Lake Base and Meridian, said point being 608.1 feet more or less East of the West Quarter corner of said Section 16; thence North 726.7 feet more or less to the South right-of-way by and over the Denver & Rio Grande Western Railroad Company's Bingham Branch Railroad

together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, enjoyment of the Easement hereby granted and all rights and privileges incident thereto, provided however, that such ingress, egress, and other necessary uses shall not interfere with any operation of GRANTOR or its successors or assigns on, or its use of, any of its real property.

TO HAVE AND TO HOLD, the same unto GRANTEE, its successors and assigns forever; subject, however, to the following conditions, reservations and agreements, to-wit:

(1) That if this Easement shall cease to be used for the purposes herein specified for a period of six months then this Easement shall automatically cease and terminate and all rights granted hereunder shall revert to GRANTOR, its successors and assigns, provided, GRANTEE shall have a reasonable length of time in which to remove any of its property on said real property.

(2) It is understood that this Easement is only for the purpose herein specified and by making this grant, the GRANTOR is not warranting any title, express or implied and it is understood and agreed by the parties that this document is not to change their respective legal rights and those rights and privileges shall remain as they presently exist as each party is specifically reserving any question as to them including title and ownership.

(3) GRANTEE indemnifies and saves harmless the GRANTOR from and against all loss, damage, liability, expenses, claims and demands of whatever character direct, indirect or consequential, including injuries to or death of any and all persons, damage to or loss of property belonging to or in the custody or possession of GRANTOR or any and all other persons, whether on the property of the GRANTOR or elsewhere, caused by the installation, operation or maintainance of the wells and appurtenances thereto, hereafter installed or maintained on the above-described Easement; except, however, any loss, damage, liability, claims and demands caused by or arising out of the sole negligence of GRANTOR or out of the combined negligence of GRANTOR and any other person or persons over whom GRANTEE has no control or who are not upon the property belonging to GRANTOR as an agent or licensee of GRANTEE.

(4) It is further understood by and between the parties that should GRANTOR at any subsequent time establish a paramount right to the use of the water, including the right to extract and save minerals therefrom, then and in that event the GRANTOR shall be entitled to compensation from GRANTEE paid on a royalty basis after the date the right is determined, the percentage to be agreed upon by the parties or if unable to agree, the decision to be made by a board of three arbitrators, each party to select one and the two

selected to choose a third.

All provisions hereunder shall bind and benefit the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, GRANTOR has caused this Easement to be executed.

THE ANACONDA COMPANY

By John G. Hall
Its Vice President



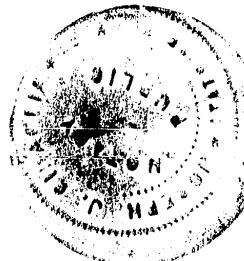
STATE OF NEW YORK)
: ss:
COUNTY OF NEW YORK)

On the 26th day of July, 1968, personally appeared before me John G. Hall, who being by me duly sworn did say that he is the Vice President of THE ANACONDA COMPANY, a corporation of the State of Montana, that said instrument was signed in behalf of said corporation by him by authority of its Board of Directors and he acknowledged to me that said corporation executed the same.

Joseph J. Cinaglia
NOTARY PUBLIC, residing at:

My Commission Expires:

JOSEPH J. CINAGLIA
Notary Public, State of New York
No. 30-0639275
Qualified in Nassau County
Date valid in New York County
Commission Expires March 30, 1969



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