

54.00

HARVE G. KORTH  
BOX ELDER COUNTY RECORDER  
39640 X

DEP. MS. FEE 54.00  
1991 SEP 30 AM 11:12

⑨ Metro National Title  
215 E. 400th St. Suite #100  
SLC 84111

EASEMENT AGREEMENT 800X 507 PAGES 434

*Handwritten note:* This document is to be recorded with the agreement. (Book 510 page 434)

This Easement Agreement made and entered into as of the 23rd day of September, 1991, by and between Great Salt Lake Minerals and Chemicals Corporation, a Delaware corporation (hereinafter referred to as "Grantor"), and North American Salt Company, a Delaware corporation (hereinafter referred to as the "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property located in the State of Utah, County of Weber described on Exhibit A attached hereto and made a part hereof, (hereinafter referred to as "Servient Estate"); and,

WHEREAS, pursuant to a lease agreement entered into simultaneously herewith by Grantor and Grantee (the "Lease"), Grantee is the lessee of, and has the option to acquire, certain real property located in the State of Utah, County of Weber described on Exhibit B attached hereto and made a part hereof and delineated as NAMSCO Parcel No. 1 on the site plan (the "Site Plan") attached hereto as Exhibit C and made a part hereof (hereinafter referred to as "Dominant Estate"), which Dominant Estate is

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located immediately adjacent to, and contiguous with the Servient Estate; and,

WHEREAS, in order to assure the continued operation of the salt processing facility located on the Dominant Estate (the "Facility"), Grantee requires an easement to permit reasonable vehicular, rail and pedestrian access to the Dominant Estate through the Servient Estate along existing salt haul roads, roads and railroads in the Servient Estate (the "Access Easement Areas"); and,

WHEREAS, in order to assure the continued operation of the Facility, Grantee also requires an easement for the provision of water and sewer capacity, electricity, gas and other utilities to the Dominant Estate, along or through existing water, sewer, transmission, telephone, gas and other utility lines and cables in the Servient Estate (the "Utility Easement Areas"); and,

WHEREAS, Grantor has agreed to grant such easements on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, and in consideration of the mutual covenants,

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promises and agreements herein contained, Grantor and Grantee hereby agree as follows:

GRANT OF EASEMENT

1. Subject to the terms and conditions hereinafter set forth, Grantor does hereby give, grant, and convey to Grantee, its successors and assigns:

(a) non-exclusive easements to permit reasonable vehicular, rail and pedestrian access over and across the Access Easement Areas as an appurtenance to and for the benefit of the Dominant Estate, including access to public roads; and

(b) non-exclusive easements in, to, over and under the Utility Easement Areas for the purpose of assuring the continued availability of water, sewer, electricity, gas and other utilities and services necessary for the operation of the Facility.

FURTHER AGREEMENTS

2. Grantor and Grantee, immediately upon the execution of this Easement Agreement, agree to have the Access Easement Areas and Utility Easement Areas located and described, by metes and bounds description or otherwise, with greater specificity, and to record such descriptions in the land records as an amendment to this Easement Agreement.

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3. Grantor, its successors and assigns, shall at all times hereafter use the Access Easement Areas and Utility Easement Areas in a manner which shall not unreasonably hinder, burden or prevent the use and enjoyment by Grantee of the Access Easements Areas and Utility Easement Areas or interfere with the business conducted on the Dominant Estate. Grantee, its successor and assigns, shall at all times use the Access Easement Areas and Utility Easement Areas in a manner which shall not unreasonably hinder, burden or prevent the use by the Grantor of the Access Easement Areas and Utility Easement Areas or interfere with the business conducted on the Servient Estate.

4. Grantor shall be responsible for payment of all real estate taxes and assessments attributable to the Access Easement Areas and Utility Easement Areas which become due and payable.

5. All roads within the Access Easement Areas necessary for the operation of the Facility shall be maintained by Grantee. All other roads within the Servient Estate, and all railroads and rail lines within the Access Easement Areas shall be maintained by Grantor. Prior to commencing any repairs or maintenance on any roads or rail lines, Grantor or Grantee, as the case may be, shall give the other party not less than five business day's notice

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(except in cases of emergency) of its intent to commence such repairs or maintenance, which notice shall specify the estimated period of time required to carry out, and the extent of, any such activities.

6. Grantor agrees to maintain all water, sewer, gas, electricity and other utility lines and cables, whether located within or without the Utility Easement Areas. Grantee may perform any necessary repairs and maintenance, on an emergency basis, on any such water, sewer, gas, electricity or other utility lines or cables, if required to assure the continued operation of the Facility.

7. Grantor may, with the reasonable consent of Grantee, relocate any of the Access Easement Areas or Utility Easement Areas, provided that such relocation shall be performed only after reasonable notice to Grantee and shall not interfere in any significant respect with the use of the Dominant Estate or the operation of the business conducted thereon, and provided further that such relocation shall be at Grantor's expense.

8. Grantee may grant a Mortgage or Deed of Trust, as the case may be, on Grantee's easement rights in and to the Access Easement Areas and Utility Easement Areas to the holder of any Mortgage or Deed of Trust, as the case

may be, covering the Dominant Estate or Grantee's leasehold interest therein.

9. The easement rights created hereby are and shall remain subject and subordinate to that certain Deed of Trust and Security Agreement dated as of March 3, 1989, and recorded March 6, 1989 in the Official Records of Weber County, Utah as Entry No. 1989 Book 1556, Page 1454, and any renewals, modifications, consolidations, replacements and extensions thereof (the "Existing Deed of Trust"), and to any future deed or deeds of trust securing new loans made in connection with the retirement of the loans (or any part thereof) secured by the Existing Deed of Trust, and any renewals, modifications, consolidations, replacements or extensions thereof (excluding any renewals, modifications, consolidations, replacements or extensions to completely retire such new loans) (a "New Deed of Trust"; the Existing Deed of Trust and any such New Deed of Trust, collectively, a "Qualified Deed of Trust"), as qualified by a Subordination, Non-disturbance and Attornment Agreement of even date herewith among the Chase Manhattan Bank N.A., as agent, Grantee and Grantor (the "Non-Disturbance and Subordination Agreement"). Notwithstanding the foregoing, in the event that Grantee, its successors or assigns purchases the Dominant Estate pursuant to Section 12 of the Non-Disturbance and

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Subordination Agreement, the easement rights created hereby shall survive any foreclosure, trustee's sale or other enforcement action by the holder of any Qualified Deed of Trust and shall be conveyed with, and shall continue to be appurtenant to, the Dominant Estate. Each of Grantor and Grantee covenant and agree to promptly execute and deliver, upon the request of the holder of any such Qualified Deed of Trust, all further instruments and documents, and take all further action, as may be necessary or desirable in order to confirm that the easement rights created hereby are subordinate and junior to any Qualified Deed of Trust, notwithstanding the prior filing or recordation of this Easement Agreement.

10. Grantee shall indemnify Grantor and save Grantor harmless from all liabilities, obligations, damages, penalties, claims, costs and expenses, including reasonable attorneys' fees and disbursements paid, suffered or incurred as a result of any act or omission of Grantee, its tenants, agents, employees, business invitees and guests in connection with Grantee's use of the Access Easement Areas or Utility Easement Areas. Grantor shall indemnify Grantee and save Grantee harmless from all liabilities, obligations, damages, penalties, claims, costs and expenses, including reasonable attorneys' fees and disbursements paid, suffered or incurred as a result of any

act or omission of Grantor, its tenants, agents, employees, business invitees and guests in connection with Grantor's use of the Access Easement Areas or Utility Easement Areas.

11. The rights granted by this Easement Agreement run with the land for the benefit of the Dominant Estate and shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns; such easement rights are appurtenant to the Dominant Estate and cannot be transferred or assigned except in connection with a conveyance of such Dominant Estate (including a conveyance by foreclosure, power of sale or otherwise).

12. Any notice under this Easement Agreement must be in writing and must be sent by registered or certified mail to the last address of the party to whom such notice is to be given, as designated by such party in writing. Grantor hereby designates its address as 765 North 10500 West, Ogden, Utah 84402, Attention: President. Grantee hereby designates its address as 8300 College Boulevard, Overland Park, Kansas 66210, Attention: President.

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

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IN WITNESS WHEREOF, the parties hereto have  
executed this Agreement on the date first set forth above.

GRANTOR:

GREAT SALT LAKE MINERALS and  
CHEMICALS CORPORATION

By: *R. Duane*

Title: CHAIRMAN

GRANTEE:

NORTH AMERICAN SALT COMPANY

By: *[Signature]*

Title: Sr VP. CFO



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

On the 22nd day of September, 1991, before me personally came RICHARD J. NICK, to me known, who, being by me duly sworn, did depose and say that he resides at No. 137 Powerville Road, Boonton, New Jersey 07005; that he is the Vice President of North American Salt Company, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

James M. Curtis  
Notary Public

JAMES M. CURTIS  
Notary Public, State of New York  
No. 31-451658  
Qualified in New York County  
Commission Expires Sept. 24, 1992



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STATE OF NEW YORK )  
                          ) SS.:  
COUNTY OF NEW YORK )

On the 22nd day of September, 1991, before me personally came RICHARD J. DONAHUE, to me known, who, being by me duly sworn, did depose and say that he resides at No. 1275 Madison Drive, Yardley, Pennsylvania 19067; that he is the Vice-Chairman and Authorized Signatory of Great Salt Lake Minerals and Chemicals Corporation, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

*James M. Curtis*  
\_\_\_\_\_  
Notary Public

JAMES M. CURTIS  
Notary Public, State of New York  
No. 01-67429  
Qualified in New York County  
Commission Expires Sept. 24, 1992



This instrument prepared by:  
Winthrop, Stimson, Putnam & Roberts  
One Battery Park Plaza  
New York, New York 10004-1490  
(212) 858-1000

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EXHIBIT A

BOOK 507 PAGE 445

FEE PARCELS:

Parcel 1:

Beginning at a point 1980 feet West of the Northeast corner of the Northwest quarter of Section 20, Township 6 North, Range 3 West, Salt Lake Meridian, U.S. Survey; running thence West 660 feet; thence South to the North line of the Central Pacific right-of-way; thence East 660 feet; thence North to the place of beginning. Excepting County Road (550-330). County of Weber, State of Utah.

Parcel 2:

All of Lots 1, 2, 3 and 4, Section 12, Township 6 North, Range 4 West, Salt Lake Base and Meridian, U.S. Survey. County of Weber, State of Utah.

Parcel 3:

The fractional portion of the East 1/2 of the Southeast quarter of said Section 1, Township 6 North, Range 4 West, Salt Lake Meridian, U.S. Survey.  
Also: The Southeast quarter of the Northeast quarter and the Northeast quarter of the Southeast quarter of said Section 12, Township 6 North, Range 4 West, Salt Lake Meridian, U.S. Survey. County of Weber, State of Utah.

Parcel 4:

All of Lots 1, 2, 3, 4 and 5, Section 6, Township 6 North, Range 3 West, Salt Lake Base and Meridian, U.S. Survey. County of Weber, State of Utah.

Parcel 5:

The Southwest quarter of the Northeast quarter, the West 1/2 of the Southeast quarter, the Southeast quarter of the Southwest quarter and Lot 6, of Section 6, Township 6 North, Range 3 West, Salt Lake Base and Meridian, U.S. Survey. Except 10100 West Street (22-9 original Plat). Excepting County Road as evidenced in Quit Claim Deed recorded in Book 953, at Page 312 and evidenced in Dedication Plat 22-9. County of Weber, State of Utah.

CONTINUED...

Parcel 5:

The West 1/2 of the Northeast quarter, the Northwest quarter of Southeast quarter, the Northeast quarter of Southwest quarter, the East 1/2 of the Northwest quarter and Lots 1 to 3, Section 7, Township 6 North, Range 3 West, Salt Lake Meridian, U.S. Survey. Excepting therefrom the two portions of land covered in the above described property as follows: Beginning 1327 feet North and 779 feet West of the Southeast corner of the Southwest quarter of said Section 7, and running thence North 89°42' West 66 feet; thence North 1691.66 feet; thence West 377 feet; thence North 1000 feet; thence East 377 feet; thence North 460.34 feet; thence East 66 feet; thence South 460.34 feet; thence East 557 feet; thence South 1000 feet; thence West 557 feet; thence South 1692 feet to beginning.

Also: Beginning at a point 619 feet South and 1173 feet West of Northeast corner of the Northwest quarter of said Section 7; thence South 480 feet; thence West 280 feet; thence North 480 feet; thence East 280 feet to beginning.

Together with 104 foot right-of-way (948-537).

Except County Roads 400 North and 9350 West Street (22-9 original Plats).

Excepting county road as evidenced in Quit Claim Deed recorded in Book 953, at Page 312 and evidenced in Dedication Plat 22-9. County of Weber, State of Utah.

Parcel 7:

Beginning at a point 3019 feet North and 222 feet West of the South quarter corner of Section 7, Township 6 North, Range 3 West, Salt Lake Base and Meridian, U.S. Survey (the coordinates of this South quarter corner are 24521 North, 5408 West as per the Great Basin Engineering survey for GSL March 24, 1967); running thence West 1000 feet; thence North 1000 feet; thence East 1000 feet; thence South 1000 feet to point of beginning.

Excepting: Commencing at a point 557 feet West of the Southeast corner of said property, running thence North 1000 feet; thence West 66 feet; thence South 1000 feet; thence East 66 feet to the place of beginning. (For Highway purposes).

Subject to right-of-way (948-537).

Excepting county road as evidenced in Quit Claim Deed recorded in Book 953, at Page 312 and evidenced in Dedication Plat 22-9. County of Weber, State of Utah.

Parcel 8: 01 011 0137 ✓

The following portion of Lot 1, Section 27, Township 6 North, Range 5 West, Salt Lake Base and Meridian:

Beginning at a point located South 0°04'48" East 1290.2 feet, along the West line of said Section 27, from the Northwest corner of said Section 27, thence South 0°04'48" East 194.8 feet, along said West line, to the Meander Corner, thence North 37°40'12" East 377.9 feet, along the Meander line (1885 Survey), thence South 73°42'50" West 322.7 feet to the point of beginning. County of Box Elder, State of Utah.

CONTINUED...

EXHIBIT A  
(Continued)

Parcel 9:

01 011 0039 ✓

The following portion of the Northeast quarter of the Northeast quarter, Section 28, Township 6 North, Range 5 West, Salt Lake Base and Meridian:

Beginning at a point located South 0°04'48" East 1290.2 feet, along the East line of said Section 28, from the Northeast corner of said Section 28, thence South 0°04'48" East 29.8 feet, along said East line, to the South line of the North half of the Northeast quarter of said Section 28, thence South 89°55'12" West 102.6 feet, along said line, thence North 73°42'50" East 106.8 feet to the point of beginning. County of Box Elder, State of Utah.

Parcel 10:

01 011 0001 ✓

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Lots 2, 3, 4, 5 and 6, and South 1/2 (20 acres) of Lot 1 and Northwest quarter of the Southwest quarter and Southwest quarter of the Northwest quarter, Section 2, Township 6 North, Range 5 West, Salt Lake Meridian. County of Box Elder, State of Utah.

Parcel 11:

01 011 0002 ✓

11  
Southeast quarter and South 1/2 of the Northeast quarter, Section 3, Township 6 North, Range 5 West, Salt Lake Meridian. County of Box Elder, State of Utah.

Parcel 12:

01 011 0003 ✓

1  
Lot 1, Section 11, Township 6 North, Range 5 West, Salt Lake Meridian. County of Box Elder, State of Utah.

Parcel 13:

The Northeast quarter of the Southwest quarter of Section 6, Township 6 North, Range 5 West, Salt Lake Meridian, County of Weber, State of Utah.



EASEMENT ESTATES:

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Parcel A: (Affects Parcels 4, 5, 6 & 7)

Easement dated February 7, 1979, executed by Southern Pacific Industrial Development Company, a Texas corporation, in favor of Great Salt Lake Minerals and Chemicals Corporation, a corporation, described as follows: a part of Sections 6, 7, 8 and 17, Township 6 North, Range 3 West, Salt Lake Base and Meridian, U.S. Survey, County of Weber, State of Utah.

Beginning at a point on the North line of 900 South Street which is North 89°50' East 984.80 feet along the section line and North 0°02'24" East 40.0 feet from the South quarter corner of said Section 17; running thence North 0°02'24" East 6508.44 feet; thence North 45° West 45.12 feet; thence South 89°50' West 3588.05 feet to a point which is North 0°02'03" East 1280.29 feet from the Southwest corner of said Section 8; thence North 89°43' West 3394.51 feet to the East line of a 100.0 foot county road; thence North 0°02'47" East 40.00 feet along said East line to the centerline of the new county road (said centerline is along the South line of the Northeast quarter of the Southwest quarter of said Section 7); thence North 89°43' West 34.00 feet along said centerline to the East line of a 56.0 foot county road; thence North 0°02'47" East 40.00 feet; thence South 69°43' East 2058.50 feet; thence North 0°05'08" East, 3917.76 feet to a point which is South 88°17'21" West 40.05 feet from the Northwest corner of the Northeast quarter of the Northeast quarter of said Section 7; thence North 1°01'38" East 1641.0 feet; thence South 89°46'58" East 80.01 feet; thence South 1°01'38" West 1641.63 feet; thence South 0°05'08" West 3885.22 feet; thence South 45° East 45.48 feet; thence South 89°43' East 1257.77 feet; thence North 89°50' East 3700.00 feet; thence South 0°02'24" West 6620.44 feet to the North line of 900 South street; thence South 89°50' West 80.00 feet along said North line to the point of beginning.

Excepting therefrom that portion included within the lands described in Deed from Southern Pacific Company to Great Salt Lake Mineral & Chemical Corporation recorded September 21, 1967, in Book 872, Page 84, in the Office of the County Recorder of Weber County.

Easement recorded February 14, 1979, as Entry Number 757152, in Book 1287, at Page 176, of Official Weber County records.

Parcel B (Affects Parcels 8 and 9)

Right-Of-Way and Easement Grant dated November 4, 1964, executed by D. H. Adams and Saran K. Adams, in favor of Lithium Corporation of America, Inc., a Minnesota corporation, its successors and/or assigns, as grantee for a right-of-way and easement 33 feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace, all pipelines, conduits, valves, valve boxes and other transmission and distribution facilities for the transportation of salt brine through and across the following described land and premises situate in the County of Box Elder, State of Utah, to wit:

CONTINUED...

EXHIBIT A  
(Continued)

## Township 6 North, Range 5 West, Salt Lake Meridian:

- 1-11-24 Section 15: Lot 4  
 1-11-29 Section 19: East 1/2  
 1-11-35 Section 22: Lots 1, 2, 3, 4, 5, Northwest 1/4 of Southwest 1/4, Southwest 1/4 of Northwest 1/4  
 1-11-36 Section 27: Lot 1  
 1-11-40 Section 28: Lots 4 and 5, North 1/2 of Northeast 1/4, West 1/2 of Northwest 1/4  
 1-11-41 Section 29: Southeast 1/4 of Southeast 1/4, North 3/4 and South 1/2 of Southwest 1/4  
 1-11-45 Section 30: Lot 4, North 1/2, North 1/2 of Southeast 1/4, Northeast 1/4 of Southwest 1/4, Southeast 1/4 of Southwest 1/4, South 1/2 of Southeast 1/4, Northwest 1/4 of Southwest 1/4  
 1-11-46 Section 31: Lots 1, 2, 3, and 4 lying North of a line 200 feet North of Centerline of railroad right of way  
 1-11-48 Section 32: Lots 1, 2, 3, 4, North 1/2 of North 1/2  
 1-11-49 Section 33: That part of Lot 1 lying North of a line 200 feet North of centerline of railroad track  
 1-11-50

## Township 6 North, Range 6 West, Salt Lake Meridian:

- 1-12-17 Section 23: Lots 1, 2, 3, 4, Northeast 1/4 of Northeast 1/4  
 1-11-18 Section 24: East 1/2 of Southwest 1/4  
 Right-Of-Way and Easement Grant recorded November 10, 1964, as Entry No. 7548, in Book 188, at Page 497 of Official Box Elder County records.

Parcel C (Affects Parcels 8 and 9)

Modification of Right-Of-Way and Easement Grant shown above as Parcel B under easements recorded November 3, 1965, as Entry Number 6556H, in Book 195, at Page 1 of Official Box Elder County records.

Parcel D (Affects Parcels 4, 5, 6 and 7)

Right-of-way and easement as evidenced by Special Warranty Deed by and between Great Salt Lake Minerals & Chemicals Corporation, a corporation, as grantor and the Dow Chemical Company, a corporation, as grantee, over the following described property:  
 Beginning at a point 3019 feet North and 222 feet West of the South quarter corner of Section 7, Township 6 North, Range 3 West, Salt Lake Base and Meridian, United States Survey (the coordinates of this South quarter corner are 24521 North, 5408 West as per the Great Basin Engineering survey for GSL dated March 24, 1967); running thence West 1000 feet; thence North 1000 feet; thence East 1000 feet; thence South 1000 feet to point of beginning.  
 Reservation of a right-of-way and easement in favor of grantor or its assigns for the construction, maintenance, and operation of railroad track or tracks and appurtenant facilities upon and over a portion of the property conveyed described as follows:

CONTINUED...

EXHIBIT A  
 (Continued)

Commencing at a point 370 feet West of the Southeast corner of said property and running thence North 1000 feet; thence West 104 feet; thence South 1000 feet; thence East 104 feet to the place of beginning.  
Reservation of a right-of-way and easement in favor of grantor or its assigns for the construction, maintenance, and operation of power line or lines, telephone line or lines, the appurtenant facilities upon and over a portion of the property conveyed described as follows:  
Commencing at a point 232 feet West of the Southeast corner of said property and running thence North 1000 feet; thence West 20 feet; thence South 1000 feet; thence East 20 feet to the place of beginning.  
Reservation of a right-of-way and easement in favor of grantor or its assigns for an access road over a portion of the property conveyed described as follows:  
Commencing at a point 623 feet West of the Southeast corner of said property and running thence North 1000 feet; thence West 60 feet; thence South 1000 feet; thence East 60 feet, to the place of beginning.  
The above rights-of-way and easements contained in Special Warranty Deed recorded August 27, 1970, as Entry No. 539514, in Book 948, at Page 537, of Official Weber County records.

Parcel E (Affects Parcel 8)  
Indenture dated May 18, 1965, by and between Southern Pacific Company, a corporation of the State of Delaware, and Lithium Corporation of America, Inc., as grantee. Indenture recorded June 23, 1965, as Entry No. 4665H, in Book 192, at Page 122 of Official Box Elder County records.

Parcel F (Affects Parcel 9)  
Right-Of-Way and Easement Grant dated March 30, 1966, executed by D. H. Adams and Sarah K. Adams, in favor of Lithium Corporation of America, Inc., as grantee. Right-Of-Way and Easement Grant recorded April 5, 1966, as Entry No. 8693H, in Book 198, at Page 317 of Official Box Elder County records.

EXHIBIT B

Beginning at a point 1,320 feet west and 950 feet north of the SE corner of Sec. 6, T6N, R3W, SLB&M, said point being on the east property boundary of Great Salt Lake Minerals & Chemicals Corporation, thence West 2,025 feet, thence north 450 feet, thence west 1,000 feet more or less to the east bank of the existing fresh water feed canal, thence northerly to a point 1,850 feet north and 2,300 feet west more or less from point of beginning, thence east 2,300 feet more or less to the east property boundary of Great Salt Lake Minerals & Chemicals Corporation, thence south 1,850 feet to point of beginning containing 114 acres more or less.



TOGETHER WITH THE FOLLOWING DESCRIBED EASEMENT ESTATE AS CREATED BY:

PARCEL A:

Easement, dated February 7, 1979, executed by Southern Pacific Industrial Development Company, a Texas corporation, in favor of Great Salt Lake Minerals and Chemicals Corporation, a corporation, recorded February 14, 1979, as Entry Number 767152, in Book 1287, at Page 176, described as follows:

A part of Sections 6, 7, 8 and 17, Township 6 North, Range 3 West, Salt Lake Base and Meridian, U.S. Survey, Weber County, Utah,

Beginning at a point on the North line of 900 South Street, which is North 89°50' East 984.80 feet along the Section line and North 0°02'24" East 40.0 feet from the South quarter corner of said Section 17; and running thence North 0°02'24" East 6508.44 feet; thence North 45° West 45.12 feet; thence South 89°50' West 3588.05 feet to a point which is North 0°02'03" East 1280.29 feet from the Southwest corner of said Section 8; thence North 89°43' West 3394.51 feet to the East line of a 100.0 foot county road; thence North 0°02'47" East 40.00 feet along said East line to the centerline of the new county road (said centerline is along the South line of the Northeast quarter of the Southwest quarter of said Section 7); thence North 89°43' West 34.00 feet along said centerline to the East line of a 66.0 foot county road; thence North 0°02'47" East 40.00 feet; thence South 89°43' East 2058.50 feet; thence North 0°05'08" East 3917.76 feet to a point which is South 88°17'21" West 40.05 feet from the Northwest corner of the Northeast quarter of the Northeast quarter of said Section 7; thence North 1°01'38" East 1641.0 feet; thence South 89°46'58" East 80.01 feet; thence South 1°01'38" West 1641.63 feet; thence South 0°05'08" West 3885.22 feet; thence South 45° 45.48 feet; thence South 89°43' East 1257.77 feet; thence North 89°50' East 3700.00 feet; thence South 0°02'24" West 6620.44 feet to the North line of 900 South Street; thence South 89°50' West 80.00 feet along said North line, to the point of beginning.

EXCEPTING THEREFROM, that portion included within the lands described in Deed from Southern Pacific Company to Great Salt Lake Minerals and Chemical Corporation, recorded September 21, 1967, in Book 872, at Page 84.

PARCEL B:

Right-of-way and Easement, as evidenced by Special Warranty Deed by and between Great Salt Lake Minerals and Chemicals Corporation, a corporation, as Grantor, and The Dow Chemical Company, a corporation, as Grantee, recorded August 27, 1970, as Entry Number 539514, in Book 948, at Page 537, over the following described property:

Beginning at a point 3019 feet North and 222 feet West of the South quarter corner of Section 7, Township 6 North, Range 3 West, Salt Lake Base and Meridian, U.S. Survey (the coordinates of this South quarter corner are 24521 North 5408 West, as per the Great Basin Engineering Survey for GSL, dated March 24, 1967); running thence West 1000 feet; thence North 1000 feet; thence East 1000 feet; thence South 1000 feet to the point of beginning.

Reservation of a right-of-way and easement in favor of Grantor or its assigns for the construction, maintenance, and operation of a railroad track or tracks and appurtenant facilities upon and over a portion of the property conveyed and described as follows:

Continued....



Commencing at a point 370 feet West of the Southeast corner of said property and running thence North 1000 feet; thence West 104 feet; thence South 1000 feet; thence East 104 feet to the place of beginning.

Reservation of a right-of-way and easement in favor of Grantor or its assigns for the construction, maintenance, and operation of power line or lines, telephone line or lines, the appurtenant facilities upon and over a portion of the property conveyed, described as follows:

Commencing at a point 232 feet West of the Southeast corner of said property and running thence North 1000 feet; thence West 20 feet; thence South 1000 feet; thence East 20 feet to the place of beginning.

Reservation of a right-of-way and easement in favor of Grantor or its assigns for an access road over a portion of the property conveyed, described as follows:

Commencing at a point 623 feet West of the Southeast corner of said property and running thence North 1000 feet; thence West 60 feet; thence South 1000 feet; thence East 60 feet to the place of beginning.

County of Weber,  
State of Utah.

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EXHIBIT C

The Site Plan attached hereto constitutes a portion of the property shown on the survey prepared by CRS Consulting Engineers, Drawing Number 7967, dated May 11, 1989 and comprises portions of Section 6, Township 6 North, Range 3 West, Salt Lake Base and Meridian.

