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When Recorded, Return To:
Kennecott Corporation
10 East South Temple
Salt Lake City, UT 84147
Attn: Peter Webster
Law Department

5683986
14 DECEMBER 93 04:30 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
REC BY: SHARON WEST , DEPUTY

986826

RIGHT-OF-WAY AND EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of ~~November~~ December, 1993, by and between KENNECOTT UTAH COPPER CORPORATION, a corporation of the State of Delaware and authorized to do business in the State of Utah, hereinafter referred to as "Kennecott", and TRANS-JORDAN CITIES, a political subdivision of the State of Utah, comprised of Midvale City Corporation, Sandy City Corporation, West Jordan City Corporation and Murray City Corporation, hereinafter referred to as "Trans-Jordan".

WITNESSETH:

WHEREAS, Kennecott owns certain real property which separates that Salt Lake County road formerly Utah State Highway 111 from certain real property belonging to Trans-Jordan known as the Trans-Jordan Landfill, and

WHEREAS, Trans-Jordan desires access to the Trans-Jordan Landfill from that Salt Lake County Road formerly Utah State Highway 111 across such Kennecott property, and

WHEREAS, Kennecott is willing to provide Trans-Jordan a right-of-way and easement for such purpose on the following terms and conditions,

NOW, THEREFORE, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration and

FIRST AMERICAN TITLE
EMP# 22280

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the covenants and agreements contained herein, it is agreed by and between the parties hereto as follows:

1. Grant. Subject to the terms and conditions set forth in this Agreement, Kennecott hereby grants to Trans-Jordan, its successors and assigns, a right-of-way and easement, for the purposes hereafter stated, across the following premises (the "Premises") situated in Salt Lake County, State of Utah, to-wit:

COMMENCING AT A POINT ON THE EAST RIGHT OF WAY OF COUNTY ROAD FORMERLY STATE HIGHWAY 111; N 26° 25' 48" E, 224.46 FEET FROM THE WEST 1/4 CORNER SECTION 15, TOWNSHIP 3 SOUTH, RANGE 2 WEST, S.L. B & M, THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING FIVE COURSES AND DISTANCE:

S 19° 40' 47" E, 214.06 FEET TO A POINT; THENCE S 6° 11' 13" E, 542.90 FEET TO A POINT; THENCE S 2° 20' 47" W 202.24 FEET TO A POINT; THENCE S 6° 11' 13" E, 53.30 FEET TO A POINT THENCE; S 0° 00' 00" W, 530 FEET TO A POINT; THENCE DEPARTING SAID RIGHT OF WAY ALONG THE QUARTER, QUARTER SECTION LINE, EAST 50 FEET TO A POINT; THENCE NORTH, 200 FEET TO A POINT; THENCE N 0° 14' 54" E, 585.07 FEET TO A POINT; THENCE N 5° 02' 22" W, 541.27 FEET TO A POINT; THENCE N 33° 21' 24" W, 241.98 FEET TO THE POINT OF BEGINNING CONTAINING 1.76 ACRES OF LAND ABOVE OR LESS.

Said right-of-way and easement shall be used by Trans-Jordan solely for the purpose of providing access to the Trans-Jordan Landfill to the extent such access does not interfere with any use by Kennecott of the above-described real property or its adjacent property, and for no other purpose. Trans-Jordan shall have the right of reasonable ingress and egress to and from the Premises solely to construct, use, maintain and repair no more than two access roads which shall connect that county road formerly Utah State Highway 111 with the Trans-Jordan Landfill.

2. Permits; Expense; Removal. Trans-Jordan shall obtain all necessary permits and licenses from public authorities for the construction, maintenance, repair and use of said access roads and bear the entire cost and expense in connection with the construction, maintenance, repair or removal of said access roads. Upon termination of this Agreement, Trans-Jordan shall, at its sole expense, remove any and all access roads upon the Premises.

3. Abandonment; Termination. Nonuse of said access roads continuing at any time for a period of one year shall, if Kennecott so determines, constitute an abandonment thereof by Trans-Jordan and of the right-of-way and easement herein made. In case of (a) such an abandonment, or (b) the breach by Trans-Jordan of any of the conditions, agreements and covenants herein contained, Kennecott shall have the right to terminate this Agreement at any time by giving thirty (30) days notice in writing to Trans-Jordan of its intention to terminate the same and at the expiration of said thirty (30) days notice the right-of-way and easement herein provided shall terminate and Trans-Jordan shall be without recourse or redress of any character against Kennecott by reason thereof.

4. Indemnity. Absent gross negligence or willful misconduct on the part of Kennecott, its employees or agents, Trans-Jordan agrees to indemnify and save Kennecott harmless from and against any and all loss and expense, including reasonable attorneys' fees and other legal expenses, by reason of liability imposed or claimed to be imposed by law upon Kennecott for: (a)

damage because of bodily injuries, including death at any time resulting therefrom; (b) damage to property sustained by any person or persons; or (c) any other loss or damage; suffered or incurred by Trans-Jordan, its employees or agents, or any third party arising out of or in any manner connected with the existence or use of said right-of-way and easement (collectively "Liabilities"). Trans-Jordan shall indemnify and save Kennecott harmless from and against said Liabilities, whether or not such Liabilities arise or are claimed to have arisen in whole or in part out of (i) negligence, (ii) any other grounds of legal liability, or (iii) violation of any duty imposed by a statute, ordinance or regulation on the part of Trans-Jordan, its agents, employees, or any third parties.

5. Use by Kennecott; Damage to Kennecott Property or Facilities. Notwithstanding anything contained herein to the contrary, Kennecott shall have the right to use the Premises for any purpose, including the construction, operation and maintenance of permanent structures and/or improvements within the Premises including, but not limited to, roads, wells, canals, ditches, culverts, pipelines or other drainage works, and any other facilities desired by Kennecott upon, along, under or across the Premises. In the event that Kennecott's use of the Premises requires Kennecott to utilize any or all of those portions of the Premises upon which Trans-Jordan has constructed access roads, Trans-Jordan shall, upon thirty (30) days notice by Kennecott, as provided in Paragraph 6 below, either (a) provide for the temporary

excavation of any and all access roads made thereon by Trans-Jordan, at Trans-Jordan's sole expense, (b) remove and/or relocate any and all access roads made thereon by Trans-Jordan, at Trans-Jordan's sole expense, to an alternate location upon the Premises which shall be determined by Kennecott, or (c) in the event that, in Kennecott's reasonable judgment, no such suitable alternate location is available this Agreement shall terminate and Trans-Jordan shall be without recourse or redress of any character against Kennecott by reason thereof; provided however that no such termination under this Section 5 shall occur unless and until Kennecott has utilized its reasonable best efforts to provide an alternate location which will not interfere with Kennecott's operations on the Premises for any and all such access roads which currently or potentially interfere with Kennecott's operations thereon. In addition, Trans-Jordan agrees to repair or replace at its sole cost and expense, any property or facilities of Kennecott damaged or injured by the acts or omissions of Trans-Jordan, its employees, servants, agents or any third parties arising out of or in any manner connected with, or growing out of or predicated upon the existence or use of said right-of-way and easement.

6. Notices. All notices, requests, demands and other communications made in connection with this Agreement shall be in writing and shall be deemed to have been duly given if done in any of the following manners: (a) on the date of delivery, if hand delivered to the parties identified below; (b) three calendar days

after mailing if mailed by registered or certified mail, return receipt requested, postage prepaid, as follows:

If to Kennecott: Kennecott Utah Copper Corporation
P.O. Box 525
Bingham Canyon, Utah 84006-0525
Attn: President

With a copy to: Kennecott Corporation
10 East South Temple
Salt Lake City, Utah 84147
Attn: Richard E. Pierce, Jr.
Sr. Vice President, Law
General Counsel

If to Trans-Jordan: Almon Nelson
Chairman, Trans-Jordan Cities
c/o Sandy City Corporation
1000 South Centennial Parkway
Sandy City, Utah 84070

With a copy to: Craig Hall, Esq.
P.O. Box 57520
Murray City,
Utah 84157-0520

Such addresses may be changed, from time to time, by means of a notice given in the manner provided in this Paragraph 6.

7. Waiver. The failure of Kennecott to require strict performance of any provision of this Agreement by Trans-Jordan, or the forbearance to exercise any right or remedy under this Agreement, shall not be construed as a waiver by Kennecott of the right to require strict performance of any such provision or the relinquishment Kennecott of any such right or remedy it might have with respect to any subsequent breach of such provision.

8. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior discussions, agreements,

promises, representations and statements, if any, between the parties hereto or their representatives.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers on the date first written above.

KENNECOTT UTAH COPPER CORPORATION

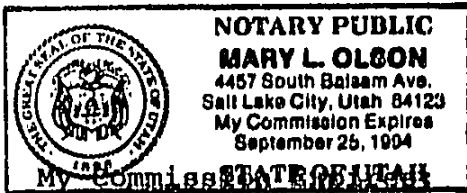
By *Robert R. ...*
Its PRESIDENT

TRANS-JORDAN CITIES

By *Alvin Nelson*
Its CHAIRMAN

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

The foregoing instrument was acknowledged before me this 7th day of December, 1993, by R R Dimock, President of KENECOTT UTAH COPPER CORPORATION, on behalf of KENECOTT UTAH COPPER CORPORATION.

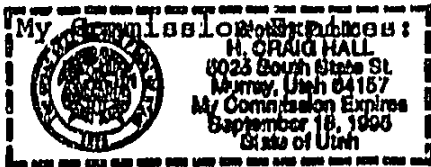


Mary L Olson
NOTARY PUBLIC
Residing at Salt Lake

September 25, 1994

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

The foregoing instrument was acknowledged before me this 8th day of December, 1993, by Almond Nelson, Chairman of TRANS-JORDAN CITIES, on behalf of TRANS-JORDAN CITIES.



H. Craig Hall
NOTARY PUBLIC
Residing at Salt Lake Co, Utah