

When Recorded Return to
Mr. William Kennworthy, Jr.
S.L. Co. Sewerage Imp. Dist. #1
P.O. Box 908
Draper, Utah 84020

RIGHT-OF-WAY EASEMENT AGREEMENT

6187190

THIS AGREEMENT, made and entered into this 11 day of Oct., 1995, by and between KENNECOTT UTAH COPPER CORPORATION, a Delaware Corporation, hereinafter referred to as "Kennecott", and the SALT LAKE COUNTY SEWERAGE IMPROVEMENT DISTRICT NO. 1, a body politic of State of Utah, hereinafter referred to as "District".

WITNESSETH:

WHEREAS, District desires to construct and thereafter maintain buried sewerage collection and transmission facilities (hereinafter called "facilities") on Kennecott's property situated in Salt Lake County, State of Utah, for the purpose of providing sewerage collection and transmission service to residents within its service area; and

WHEREAS, said proposed facilities will bisect the Bingham Creek channel, hereinafter referred to as "Bingham Creek"; and

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

NOW, THEREFORE, it is agreed by and between the parties hereto as follows, to wit:

For the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Kennecott hereby grants District, its successors and assigns, a perpetual right-of-way and easement to lay, maintain, operate, repair, inspect, protect, install, remove and replace sewer pipe lines, manholes, laterals, and other sewer collection and transmission structures and facilities, hereinafter called Facilities, insofar as they lie within the property of Kennecott's said right-of-way and easement, being situate in Salt Lake County, State of Utah, over and through Kennecott's land lying within a strip twenty (20) feet wide, said strip extending ten (10) feet on each side of and lying parallel and adjacent to a line of reference and projection thereof, more particularly described as follows:

#1

A portion of the North Half of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

Beginning at a point on the north line of said Section 13 and the north line of Kennecott's property (County parcel No. 26-13-100-001), said point lying Westerly, along said section line, 10.4 feet, from the Northeast corner of said Section 13; and running thence S. 4° 24' 58" W. 27.6 feet, more or less, to an angle manhole lying 27.5 feet south of said section line; thence S. 89° 34' 36" W. 325.0 feet, more or less, to an angle manhole

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lying South 30 feet from said section line; thence Westerly, parallel to the north of said Section 13 and the north line of Kennecott's property, 2,361.7 feet, more or less, to a point lying South 30 feet from the North Quarter corner of said Section 13; thence Westerly, parallel to the north line of said Section 13 and north line of Kennecott's property, 2,700 feet, more or less, to a point on the west line of said Section 13 and the west line of Kennecott's property, said point lying South 30 feet from the Northwest corner of said Section 13.

#2

A portion of the North Half of Section 14, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

Parcel 14-1. Beginning at a point on the east line of Kennecott's property (County Parcel No. 26-14-100-002), said point lying Easterly, along the north line of said Section 14, 749.4 feet and South 53.1 feet, more or less, from the North Quarter corner of said Section 14, said point lying South 20 feet, more or less, from an existing fence corner; and running thence S. 85° 42' 06" W. 10.7 feet, to an angle manhole, lying South 20 feet from an existing east-west fence line; thence Westerly, parallel to and South 20 feet from said east-west fence line, 932.0 feet, more or less, to an angle manhole lying 20 feet south of said east-west fence line and 20 feet southeast of an existing fence line along the southerly line of the D. & R.G.R.R. railroad right-of-way; thence S. 56° 46' 11" W., parallel to and southeast 20 feet from said right-of-way fence line, 460.3 feet, more or less, to an angle manhole; thence N. 33° 50' 29" W. 20.6 feet, more or less, to said right-of-way fence.

Parcel 14.2. Beginning at a point on the southeast line of Kennecott's property (County Parcel No. 26-14-100-001) and the northerly line of the D. & R.G.R.R. right-of-way, said point lying Westerly, along the north line of said Section 14, 744.8 feet and South 152.3 feet, more or less, from the North Quarter corner of said Section 14 and lying South 20 feet from an existing east-west fence line; and running thence Westerly, parallel to and South 20 feet from said east-west fence line, 1,908.7 feet, more or less, to a point on the west line of said Section 14 and the west line of said property, said point lying South 152.8 feet, more or less, from the Northwest corner of said Section 14.

#3

A portion of the North Half of Section 15 and of the Northeast Quarter of Section 16, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

Beginning at a point on the east line of said Section 15 and the east line of Kennecott's property (County Parcel No. 26-15-200-005), said point lying Southerly, along said section line, 152.8 feet, more or less, from the Northeast corner of said Section 15, said point lying South 20 feet from an existing east-west fence line; and running thence Westerly, parallel to and South 20 feet from said fence line, 2,652.6 feet, more or less, to a point lying Southerly 154 feet, more or less, from the North Quarter corner of said Section 15; thence Westerly, parallel to and South 20 feet from said fence line, 205.1 feet, more or less, to an angle manhole; thence S. 85° 12' 49" W. 351.3 feet, more or less, to

an angle manhole, lying South 50 feet from said east-west fence line; thence Westerly, parallel to and South 50 feet from said fence line, 1,420.0 feet to an angle manhole; thence S. 88° 32' 20" W. 673.2 feet, more or less, to a point on the east line of said Section 16 and the east line of Kennecott's property (County Parcel No. 26-16-200-006), said point lying South 202.8 feet, more or less, from the Northeast corner of said Section 16; thence S. 88° 32' 20" W. 38.0 feet, more or less, to an angle manhole; thence N. 56° 36' 08" W. 56.4 feet, more or less, to a point of the existing fence along the east line of the State Highway U-111 right-of-way.

#4

A portion of the North Half of Section 16, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

Beginning at a point on the existing fence along the west line of the State Highway U-111 right-of-way, said point lying Westerly, along the north line of said Section 16, 231.6 feet and South 64.3 feet, more or less, from the Northeast corner of said Section 16; and running thence N. 79° 52' 26" W. 30.4 feet, more or less, to an angle manhole lying South 25 feet from an existing fence along the south line of the 10200 South Street right-of-way; thence Westerly, parallel to and South 25 feet from said fence line, 2,762.5 feet, more or less; thence N. 10° 19' 30" W. 25.4 feet, more or less, to a point on said right-of-way fence, said point lying Westerly 3,028.5 feet and South 33 feet, more or less, from said Northeast corner of said Section 16.

#5

A portion of the Northeast quarter of Section 17, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

Beginning at a point on the projection of the existing fence along the south line of the 10200 South Street (State Highway U-48) right-of-way, said point lying West 6,182.1 feet and South 5.3 feet, more or less, from the Northeast corner of Section 16; and running thence S. 25° 19' 49" W. 15.1 feet, to an angle manhole; thence S. 89° 56' 24" W. 320.3 feet, to an angle manhole; thence S. 89° 54' 15" W. 301.4 feet, to an angle manhole; thence S. 58° 15' 16" W. 144.9 feet, to an angle manhole; thence S. 19° 12' 58" W. 240.5 feet, to an angle manhole; thence S. 74° 49' 26" W. 116.9 feet, to an angle manhole; thence S. 50° 51' 03" W. 128.5 feet, to an angle manhole; thence S. 35° 49' 13" W. 199.2 feet, to an angle manhole; thence S. 30° 56' 50" W. 251.1 feet, to an angle manhole; thence S. 24° 59' 33" W. 214.3 feet, to a point on the existing Copperton sewer outfall line.

#6

A portion of the Northeast quarter of Section 17, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

Beginning at a point lying West 7,444.7 feet and South 811.6 feet, more or less, from the Northeast corner of Section 16, said point also lies N. 24° 59' 33" E. 214.3 feet from the connection of this line to the old Copperton sewer line; and running thence N. 87°

37' 53" W. 187.4 feet, to an angle manhole; thence N. 65° 08' 29" W. 327.5 feet, to an angle manhole; thence N. 72° 09' 25" W. 155.6 feet, to an angle manhole; thence S. 21° 00' 32" W. 186.4 feet, to an angle manhole; thence S. 73° 27' 10" W. 150.0 feet, to an angle manhole; thence N. 75° 00' 25" W. 454.0 feet, to an angle manhole; thence N. 0° 55' 15" W. 86.5 feet, to a point on the existing County Street.

#7

A portion of the Northeast quarter of section 18 and the North Half of Section 17, Township 3 South, Range 2 West Salt Lake Base and Meridian.

Beginning at a point lying west 6047.13 feet and south 1186.71 feet more or less from the northeast corner of Section 17 to SSMH #1 (sewer system manhole); and running thence S. 38° 04' 06" E. 155.85 feet to SSMH #2, thence N. 86° 15' 16" E. 350.55 feet to SSMH #3, thence S. 79° 15' 35" E. 262.40 feet to SSMH #4, thence S. 50° 51' 40" E. 506.18 feet to SSMH #6, thence S. 62° 10' 33" E. 158.75 feet to SSMH #7, thence N. 88° 02' 13" E. 300.68 feet to SSMH #8, thence N. 87° 11' 52" E. 394.77 feet to SSMH #9, thence N. 86° 07' 11" E. 155.16 feet to SSMH #10, thence N. 64° 34' 59" E. 265.61 feet to SSMH #11, thence S. 89° 53' 25" E. 156.60 feet to SSMH #12, thence N. 58° 22' 31" E. 389.43 feet to SSMH #13, thence N. 56° 18' 36" E. 378.58 feet to SSMH #14, thence N. 79° 13' 36" E. 171.73 feet to SSMH #15, thence N. 78° 07' 13" E. 163.71 feet to SSMH #15A, thence S. 84° 18' 26" E. 63.51 feet to SSMH #15B, thence N. 74° 25' 49" E. 167.65 feet to SSMH #16, thence N. 75° 30' 46" E. 103.5 feet to the connection with the new line (parcel #5).

#8

A portion of the Northeast quarter of Section 17, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

Beginning at a point lying West 8,077.2 feet and South 618.5 feet, more or less, from the Northeast corner of Section 16; and running thence N. 7° 11' 01" E. 134.3 feet, to an angle manhole; thence N. 4° 54' 37" W. 247.0 feet, to an angle manhole; thence N. 0° 36' 17" W. 261.6 feet, to a point on the South edge of State Road Number 48.

#9

A portion of the East Half of Northeast Quarter of Section 17, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

Beginning on the Southwest corner of Kennecott's property, said point lying West 964.00 feet and South 528.00 feet, more or less, from the North Quarter corner of said Section 17; and running thence East, along the South line of Kennecott's property, 100.00 feet, to the Southeast corner of said property; thence North, along the east line of said property, 18.00 feet; thence West 100.00 feet, to the West line of said property; thence South, along said West line, 18.00 feet, to the point of beginning.

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#10

A portion of the East Half of Northwest Quarter of Section 17, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

Beginning on the Northwest corner of Kennecott's property, said point lying West 964.00 feet and South 528.00 feet, more or less from the North Quarter corner of said Section 17; and running thence East, along the North line of Kennecott's property, 100.00 feet, to the northeast corner of said property; thence South, along the east line of said property, 2.00 feet; thence West 100.00 feet, to the West line of said property; thence North, along said West line, 2.00 feet, to the point of beginning.

Said right-of-way and easement shall be used by District solely for the purpose of constructing, reconstructing, operating, repairing, replacing, and maintaining said facilities for providing sewerage collection and transmission service within District's service area and for no other purpose. District shall have the right of reasonable ingress and egress to and from said right-of-way to maintain, operate, repair, inspect, protect, remove and replace the same. During temporary periods District may use such portion of Kennecott's property hereinabove described, along and adjacent to said right-of-way as may be reasonably necessary in connection with the construction, maintenance, repair, removal or replacement of said facilities. Kennecott its successors or assigns, shall have the right to use said premises for any purpose, except that Kennecott shall not construct permanent structures or improvements within the easement area other than the existing Bingham Creek Channel and/or a bridge or roadway, providing that all of these uses shall not interfere with District's facilities, nor obstruct or hinder District's access to the easement area or any other right granted to District hereunder.

Said facilities, where it crosses underneath Bingham Creek, shall be suitably protected and of sufficient depth to avoid damage from erosion or Kennecott's equipment operation in cleaning and maintenance work. Plans and specifications as relating to said crossing of Kennecott's property must be approved by Kennecott prior to commencement of construction on said right-of-way, which approval shall not be unreasonably withheld.

District shall obtain all necessary permits and licenses from public authorities for the installation of the said facility and bear the entire cost and expense in connection with the construction, installation, maintenance, repair or renewal of said pipeline.

After District begins transporting sewerage through the facilities, subsequent nonuse of said facilities for the purpose for which it was originally constructed, continuing at any time for a period of one year, shall constitute an abandonment thereof by District and of the right-of-way and easement herein made, and in case of such abandonment or the breach by District 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 District 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 be at an end and District shall be without recourse or redress of any character against Kennecott by reason thereof; but nothing herein shall be construed as

a limitation of District's power to exercise its power of eminent domain in accordance with law to reacquire this easement by condemnation should it choose to do so.

Kennecott excepts and reserves a perpetual easement, right and privilege on the part of itself, its successors, lessees, licensees and assigns, at any and all times hereafter, to discharge over and upon each and every portion of said lands, any and all gases, dust, dirt, fumes, particulates, liquids and other substances and matter which may be released, given, thrown or blown off, flow or seep, emitted or discharged in the course of, by, or through the existence, or operations, of any and all of the smelting plants, reduction works, mines, mills, refineries, power plants, manufactories, tailing deposits, and other works or factories which are now or which may hereafter at any time be lawfully established or operated by Kennecott or its successors, grantees, lessees, licensees or assigns, or any of them, within Salt Lake or Tooele Counties, State of Utah.

Kennecott does not assume any liability resulting from the granting of this easement or the exercise thereof, and the District agrees to indemnify, save harmless, and defend Kennecott, its officers, directors, employees, and agents from and against any and all losses, expenses, costs (including without limitation to attorneys' fees), claims, actions, demands, damages, and liabilities imposed or claimed to be imposed upon Kennecott, its officers, directors, employees, and agents because of bodily injuries, including death, or for damage to property, sustained by any person, including without limitation employees of the District, employees of Kennecott or employees of third parties, or environmental liabilities (excluding any environmental liability to the extent it was or is the responsibility of Kennecott, irrespective of the District's actions), arising out of or in consequence of District's construction, maintenance, operation, or existence of pipeline or use of said easement and right-of-way and such adjacent portions of Kennecott's property as District shall utilize from time to time, and whether such bodily injuries, death or damage to property arise or are claimed to arise in whole or in part out of negligence or any other grounds for legal liability (including violation of any duty imposed by statute, ordinance or regulation) on the part of the District, or of Kennecott, the employees or agents of any of them, or of any third party, including any liability caused by the sole negligence of Kennecott, its officers, directors, employees and agents, but excluding the willful misconduct of Kennecott, its officers, directors, employees and agents. District specifically waives, with respect to any action brought against it by Kennecott, the defense that laws providing for workers' compensation shall bar recovery by Kennecott under this indemnification provision.

Kennecott expressly reserves the right to construct, operate and maintain roads, canals, ditches, culverts, pipelines or other drainage works, and any other facilities desired by Kennecott upon, along, under or across said premises, provided only that such shall be constructed, operated and maintained by Kennecott so as not to interfere with the use thereof by District. District 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 District, its employees, servants or agents in the construction, maintenance, operation, existence or use of said right-of-way and such adjacent portions of Kennecott's property as District shall utilize from time to time.

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In exercising its rights hereunder, District shall not impede, encroach upon or otherwise interfere with Kennecott's operations upon the property.

It is hereby understood that any parties securing this grant on behalf of District are without authority to make any representations, covenants or agreements not herein expressed.

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

KENNECOTT UTAH COPPER CORPORATION

By RDL
Its Consident

**SALT LAKE COUNTY SEWERAGE
IMPROVEMENT DISTRICT NO. 1**

By
Its Assistant Manager

BK 7246 PG 1886

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10/11/95 1:57 PM**NO FEE**
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
SL CO SEWERAGE IMP. DIST. #1
REC BY: R ZITO DEPUTY - WI

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 3rd day of October, 1995, personally appeared before me D. J. Priano who being by me duly sworn did say that he is Controller of KENNECOTT UTAH COPPER CORPORATION, and that the foregoing instrument was signed in behalf of said corporation and said D. J. Priano duly acknowledged to me that said corporation executed the same.



My Commission Expires:

October 24, 1995

Keith L. Hansen
Notary Public

Residing at:

Salt Lake County

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 11 day of Oct., 1995, personally appeared before me Craig White who being by me duly sworn did say that he is Asst. Manager of SALT LAKE COUNTY SEWERAGE IMPROVEMENT DISTRICT NO. 1, A BODY POLITIC, and that the foregoing instrument was signed in behalf of SALT LAKE COUNTY SEWERAGE IMPROVEMENT DISTRICT NO. 1, and said Craig White acknowledged to me that said District duly executed the same.

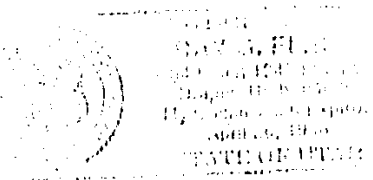
Roger J. Elmer
Notary Public

My Commission Expires:

4/26/98

Residing at:

S.L. Co.



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