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11/30/2001 03:04 PM 31.00
Book - 8534 Pg - 2947-2952
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
TRANS JORDAN CITIES
ATTN: GENERAL MGR
P O BOX 95610
SOUTH JORDAN UT 84095-5610
BY: KLB, DEPUTY - WI 6 P.

When Recorded, Return To:
Trans-Jordan Cities
10873 South 7200 West
P.O. Box 95610
South Jordan, Utah 84095-5610
Attention: General Manager

8076980

EASEMENT AGREEMENT

KENNECOTT UTAH COPPER CORPORATION, a Delaware corporation ("Grantor"), hereby conveys to TRANS-JORDAN CITIES, a political subdivision of the State of Utah, ("Grantee"), for the sum of TEN DOLLARS (\$10.00) and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, an easement (the "Easement") for the construction, operation, maintenance, repair, alteration, and inspection of two (2) water pipelines, one (1) water pipeline not to exceed four (4) inches in diameter and the other water pipeline not to exceed ten (10) inches in diameter, under and across the following described real property (the "Easement Area") located in Salt Lake County, Utah:

A strip of land 20 feet wide, being 10 feet on each side of the centerline, and lying in the North Half of Section 28, the East Half of Section 21, the Northwest Quarter of Section 22 and the Southwest Quarter of Section 15, Township 3 South, Range 2 West, Salt Lake Base & Meridian, which centerline is more particularly described as follows:

Beginning on the South line of the Trans-Jordan Landfill property at a point that is South 0°04'19" West 1125.36 feet along the Section Line and South 89°45'42" East 627.03 feet from a stone monument at the West Quarter Corner of Said Section 15, (said stone monument bears North 0°04'19" East 2643.87 feet from a brass cap monument at the Southwest Corner of said Section 15); thence South 21°18'49" West 766.88 feet; thence South 21°59'03" West 354.53 feet; thence South 20°45'03" West 934.78 feet; thence South 20°53'46" West 4721.51 feet; thence North 67°34'32" West 136.37 feet; thence South 25°57'30" West 44.28 feet; thence South 34°35'12" West 128.19 feet; thence South 36°17'35" West 110.94 feet; thence South 47°44'19" West 267.23 feet; thence South 47°53'12" West 63.84 feet; thence South 52°04'05" West 75.36 feet; thence South 66°45'08" West 494.06 feet to a point that is South 182.19 feet and West 176.37 feet from a monument at the South Quarter Corner of Said 21.

Also:

A strip of land 20 feet wide, being 10 feet on each side of the centerline, and lying in the East Half of Section 21, Township 3 South, Range 2 West, Salt Lake Base & Meridian, which centerline is more particularly described as follows:

Beginning at a point South 0°04'19" West 744.48 feet and West 263.61 from a brass cap monument at the Northeast Corner of said Section 21, (said brass cap monument bears South 0°04'19" West (basis of bearing) 2643.87 feet from a stone monument at the West Quarter Corner of said Section 15); thence South 69°06'14" East 55.78 feet.

26-15, 21, 22, 28

BK 8534 PG 2947

Also:

A strip of land 20 feet wide, being 10 feet on each side of the centerline, and lying in the East Half of Section 21, Township 3 South, Range 2 West, Salt Lake Base & Meridian, which centerline is more particularly described as follows:

Beginning at a point South 00°04'19" West 1965.09 feet and West 728.09 from a brass cap monument at the Northeast Corner of said Section 21, (said brass cap monument bears South 0°04'19" West (basis of bearing) 2643.87 feet from a stone monument at the West quarter corner of said Section 15); thence South 69°06'14" East 55.07 feet.

Also:

A strip of land 20 feet wide, being 10 feet on each side of the centerline, and lying in the East Half of Section 21, Township 3 South, Range 2 West, Salt Lake Base & Meridian, which centerline is more particularly described as follows:

Beginning at a point South 0°04'19" West 867.13 feet and West 310.28 from a brass cap monument at the Northeast Corner of said Section 21, (said brass cap monument bears South 0°04'19" West (basis of bearing) 2643.87 feet from a stone monument at the West Quarter Corner of said Section 15); thence South 69°06'14" East 58.33 feet.

The Easement is granted on and subject to the following terms, conditions, provisions, limitations, restrictions and agreements:

1. Uses. The Easement Area shall be used by Grantee solely for the purpose of the construction, operation, maintenance, repair, alteration and inspection of two (2) water pipelines, one of which shall not exceed four (4) inches in diameter and the other which shall not exceed ten (10) inches in diameter, within the Easement Area and for the purposes of pedestrian and vehicular ingress and egress solely within the Easement Areas reasonably necessary to accomplish the foregoing described uses. Grantee shall obtain, at Grantee's sole cost and expense, all necessary permits and licenses from public authorities for the construction, operation, maintenance, repair, alteration and use of such water pipelines within the Easement Area. The water pipeline which shall not exceed four (4) inches in diameter within the Easement Area shall be used to transport water from a point approved by Grantor which connects to a water pipeline owned and operated by Grantor, and such water pipeline shall transfer water from such connection point to a water storage tank owned and operated by Grantee, which is located on real property owned by Grantee. The water pipeline which shall not exceed ten (10) inches in diameter within the Easement Area shall be used by Grantee to transport water from Grantee's storage tank through the Easement Area for the purpose of providing water to South Valley Water Reclamation Facility.

2. Indemnification. Grantee shall indemnify, defend and hold harmless Grantor, all of Grantor's affiliates and all of their respective officers, directors, employees and agents (collectively the "Grantor Indemnitees") from and against any and all losses, expenses, damages, liabilities, demands, claims or actions, including without limitation attorneys' fees and other

legal expenses which may be imposed upon or claimed to be imposed upon any Grantor Indemnitees for: (a) damage because of bodily injuries, including death, at any time resulting therefrom; (b) damage to property, sustained by any person or persons; (c) damages, costs or claims arising from or relating to actual or alleged environmental contamination or pollution or the actual or alleged violation of any current or future federal, state or local environmental law, regulation or ruling; or (d) any other loss or damage suffered or incurred by any Grantor Indemnitees, or any third party arising out of or in any manner connected with the existence of the Easement or the use of the Easement by Grantee or its employees or agents (collectively (a) through (d) above are defined herein as "Liabilities"). Grantee shall indemnify, defend and hold harmless the Grantor Indemnitees from and against said Liabilities, whether or not such Liabilities arise or are claimed to have arisen in whole or in part by a violation of any duty imposed by a statute, ordinance or regulation on the part of Grantee, its agents, employees or any third parties. In addition, Grantee agrees promptly to repair or replace at Grantee's sole cost and expense any property or facilities of Grantor damaged or injured by the acts or omissions of Grantee or its agents or employees in the maintenance, operation, existence or use of said Easement. The indemnification obligations of Grantee under this Section 2 shall survive the termination of this Easement Agreement.

3. Use of Easement Area by Grantor. Notwithstanding anything contained herein to the contrary, Grantor shall have the right to utilize the Easement Area in any manner that is not inconsistent with the use thereof by Grantee. The use of the Easement Area by Grantee shall be conducted in such manner as to cause the least inconvenience to the ownership, use and enjoyment by Grantor of the property within Easement Area as well as the property owned by Grantor outside the Easement Area.

4. Termination of Easement. Grantor shall have the right to terminate this Easement Agreement at any time after the earlier to occur of (a) the date that Grantee connects to another water supply system, or (b) June 30, 2018, by giving ninety (90) days advance written notice to Grantee of Grantor's termination of the Easement. At any time after Grantor terminates this Easement Agreement in accordance with the foregoing sentence, Grantor may execute, acknowledge and record in the office of the Recorder of Salt Lake County, Utah a Notice of Termination of Easement with respect to this Easement, and the execution and recording of such Notice of Termination of Easement shall be conclusive evidence that all right, title and interest of Grantee arising under this Easement Agreement has been extinguished and terminated as of the date of recording such Notice of Termination of Easement.

5. Notices. All notices, requests, demands and other communications made in connection with this Easement Agreement shall be in writing and shall be deemed to have been duly given if done in any of the following manner: (a) on the date of delivery, if hand delivered to the parties identified below; or (b) three calendar days after mailing, if mailed by registered or certified mail, return receipt requested, postage prepaid, as follows:

If to Grantor:

Kennecott Utah Copper Corporation
P.O. Box 6001
Magna, Utah 84044-6001
Attention: Property Manager

If to Grantee:

Trans-Jordan Cities
10873 South 7200 West
P.O. Box 95610
South Jordan, Utah 84095-5610
Attention: General Manager

Such addresses may be changed from time to time by means of a notice given in the manner provided in this Section 5.

6. No Assignment. The Easement created by this Easement Agreement is personal to Grantee, and Grantee shall not have the right to transfer or assign any right, title or interest of Grantee arising under this Easement Agreement without the prior written consent of Grantor, which consent Grantor may withhold in its sole and absolute discretion.

7. Relocation of Water Pipeline. If at any time prior to June 30, 2018, the operation or maintenance of the water pipeline within the Easement Area, or any portion thereof, shall interfere with any operations of Grantor, whether or not now in existence, Grantee shall, upon request from Grantor, reconstruct said water pipeline so as to avoid such interference. The cost of such relocation shall be borne by Grantor. If this Easement Agreement is terminated as provided in Section 4 above, then Grantee shall not be entitled to relocate the water pipeline, and Grantor shall have no duty to bear the cost of any such relocation of the pipeline.

8. Acceptance by Grantee. This Easement is accepted by the Grantee, subject to all the foregoing terms and conditions, and Grantee agrees to fully comply with, perform, and carry out the same on its part.

9. Termination of Easement for Non-Use by Grantee. This Easement shall be terminated automatically if it is not used by Grantee for the above stated purpose for a continuous period of one year.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Easement Agreement to be executed this 27 day of May, 1998.

Grantor
KENNECOTT UTAH COPPER CORPORATION,
a Delaware corporation

APPROVED AS TO FORM
PW

By W.R. Williams

Title Director, HSEQ

Grantee
TRANS-JORDAN CITIES

By Thomas A. DeSpain

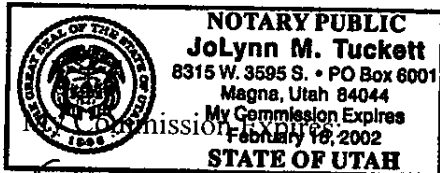
Title Board Chairman

APPROVED AS TO FORM:

[Signature]
Legal Counsel for Trans-Jordan Cities

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

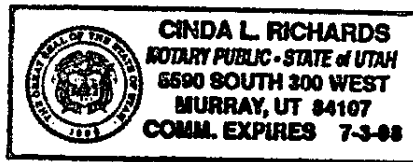
The foregoing instrument was acknowledged before me this 27th day of May, 1998, by WR Williams, the Director HSEQ of KENNECOTT UTAH COPPER CORPORATION, a Delaware corporation.



Feb. 18, 2002

JoLynn M. Tuckett
NOTARY PUBLIC
Residing at: S.L. Co., UT

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)



The foregoing instrument was acknowledged before me this 22 day of May, 1998, by Tom Despain, the Chairman of TRANS-JORDAN CITIES.

Cinda L. Richards
NOTARY PUBLIC
Residing at: S.L. Co.

My Commission Expires:

7-3-98