When recorded return to:
Gila County Engineering Services
1400 East Ash Street
Globe, Arizona 85501

GRANT OF EASEMENT
Roadway Easement

KNOW ALL MEN BY THESE PRESENTS:

That BHP COPPER, INC., a Delaware corporation qualified to transact business in the State of Arizona, hereinafter termed "GRANTOR," for the consideration of Ten and No/100 Dollars ($10.00) and other valuable consideration, does hereby grant and convey to the COUNTY OF GILA, ARIZONA, a body politic, and its successors and assigns, hereinafter termed "GRANTEE," a non-exclusive easement for roadway purposes over that certain real property situated in Gila County, Arizona, (known as the "Pinal Creek Road") and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein (such parcels of property sometimes referred to herein as the "Easement Area").

This easement is subject to all existing right-of-ways, liens, encumbrances, limitations and restrictions, whether or not of record, and to any future easements, right-of-ways, licenses, limitations and restrictions hereafter granted or imposed by GRANTOR with respect to the Easement Area. GRANTOR makes no representation or warranty, express or implied, with respect to the title of the real property covered by this easement, and this grant of easement shall be subject to the following conditions and reservations:

1. That said parcels of land shall be forever kept open and used by GRANTEE as a public roadway and incidents thereto and for no other purposes. Notwithstanding such, nothing herein shall be construed to create a dedication or conveyance to any third party or to give any party other than Grantee and its successors and assigns any rights hereunder.

2. That if at any time hereafter said roadway or any portion thereof is abandoned by the GRANTEE, said parcels of land described in Exhibit "A," or such portions thereof as may be abandoned for the use of such roadway and incidents appurtenant thereto, shall revert to the

GRANTOR or the successors in interest of the GRANTOR, and all right, title, interest or claim thereto existing by virtue and authority of this instrument shall be extinguished.

3. That there are reserved to the GRANTOR all ores and minerals beneath the ground covered by the foregoing roadway and easement together with the right freely to explore for, develop, mine, extract and remove the same, provided that said mining operations shall not interfere with the maintenance and operation of said roadway and incidents appurtenant thereto.

4. GRANTEE shall and hereby does indemnify GRANTOR and agrees to hold GRANTOR harmless from and against any and all claims for damages arising out of the construction, use, or maintenance of said roadway.

5. That there be reserved to GRANTOR, its successors and assigns, the right, privilege and easement to place pipes, pipelines and transmission lines over, along and across the property covered by this easement and under and through box culverts or steel culverts or otherwise, together with the right to operate, maintain, repair and replace such pipes, pipelines and transmission lines provided that in the exercise of such rights GRANTOR shall not unreasonably interfere with the operation and maintenance of said roadway.

6. That there be reserved to the GRANTOR right-of-ways for all existing pipelines and transmission lines crossing said property, together with the right to operate, maintain, repair and replace the same provided that in the exercise of such rights GRANTOR shall not unreasonably interfere with the operation and maintenance of said roadway.

7. That there be reserved to the GRANTOR the right to grant additional easements, right-of-ways, and licenses to other parties for the placement, construction, maintenance and repair of pipes, pipelines and transmission lines over, along and across the property covered by this easement and under and through box culverts or steel culverts or otherwise provided that in the exercise of such rights shall not unreasonably interfere with the operation and maintenance of said roadway

8. The covenants and provisions herein contained shall be binding on and inure to the benefit of the successors and assigns of the respective parties hereto.

9. This instrument shall be governed by the laws of the State of Arizona.

[Signature Pages Follow]

IN WITNESS WHEREOF the GRANTOR has executed and the GRANTEE has accepted this easement the 16th day of November, 2015.

GRANTOR:

BHP COPPER, INC., a Delaware corporation

By: G R Brunskill

Its: Manager, Closed Sites

STATE OF ARIZONA)
) ss.
COUNTY OF Pinal)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 16 day of November, 2015, by G. R. BRUNSKILL, the MANAGER, CLOSED SITES of BHP Copper, Inc., a Delaware corporation, on behalf of said corporation.

Grace Gonzales
Notary Public

My commission expires:
April 24, 2017

GRACE GONZALES
Notary Public - Arizona
Pinal County
My Commission Expires
April 24, 2017

22742096.1

Agreed to and Accepted by:

GILA COUNTY, A BODY POLITIC

By: _____

Name: _____

Its: _____

GRANTEE

APPROVED AS TO FORM:

_____
Jefferson R. Dalton
Deputy Gila County Attorney
Civil Bureau Chief

STATE OF ARIZONA }
} **ss.**
COUNTY OF GILA }

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, the Chairman of the Board of Supervisors of Gila County, a Body Politic.

IN WITNESS WHEREOF, I hereunto set my hand and official seal

_____
Notary Public

My Commission Expires: _____

Exhibit A

LEGAL DESCRIPTION
(A portion of Parcel 205-01-012)

Gila County Public Works
Job No. GC2013-25 (Ref. No. 34)

A strip of land 60 feet in width situated in the Southeast Quarter of the Northeast Quarter of Section 15, Township 1 North, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona, having a centerline more particularly described as follows:

Commencing for a tie at a chiseled X on a stone marking the Northwest corner of said Southeast Quarter of the Northeast Quarter of Section 15, from which point the Southwest corner of said Southeast Quarter of the Northeast Quarter of Section 15, marked by a 1/2 – inch pipe, bears South 00°16'12" East a distance of 1296.00 feet;

THENCE North 89°58'10" East, along the northerly boundary of said Southeast Quarter of the Northeast Quarter of Section 15, a distance of 38.31 feet to the TRUE POINT OF BEGINNING;

THENCE South 23°58'15" East a distance of 127.94 feet;

THENCE South 25°25'02" East a distance of 402.02 feet to a point on the southerly boundary of that property described in Book 11 of Real Estate Deeds, pages 268-269, records of the Gila County Recorder and the terminal point of this centerline description.

The sidelines of the above described strip of land shall be extended or shortened to meet at angle points on the lines beginning and terminated upon by the centerline described herein. Said 60 feet wide strip of land being 30 feet each side of the previously described centerline and having an area of 0.730 acres, more or less.

Exhibit A
(Continued)

LEGAL DESCRIPTION
(A portion of Parcel 205-01-007A)

Gila County Public Works
Job No. GC2013-25 (Ref. No. 28)

A parcel of land situate in the Northeast Quarter of the Southwest Quarter of Section 10, Township 1 North, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona, having a boundary more particularly described as follows:

Beginning at the center 1/4 Section corner of said Section 10 from which the 2 – inch brass cap marking the West 1/4 Section corner of said Section 10 bears North 88°12'59" West a distance of 2605.88 feet and the East 1/4 Section corner, marked by a chiseled X on a stone bears South 88°12'59" East a distance of 2684.53 feet;

THENCE North 88°12'59" West a distance of 30.05 feet;

THENCE South 29°50'33" East a distance of 59.32 feet;

THENCE North 00°35'23" East a distance of 50.52 feet to the Point of Beginning, having an area of 0.017 acres, more or less.

Exhibit A
(Continued)

LEGAL DESCRIPTION
(A portion of Parcel 205-04-004B and 205-04-004E)

Gila County Public Works
Job No. GC2013-25 (Ref. No.'s 24 & 25)

A strip of land 60 feet in width being a portion of the Orient Patented Lode Mining Claim M.S. No. 2672 and the Astonishment Patented Lode Mining Claim M.S. No. 2681 situate in the Northwest Quarter of Section 10, Township 1 North, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona, having a centerline more particularly described as follows:

Commencing for a tie at the 3 ½ - inch aluminum cap marking the Northwest corner of said Section 10 from which the 2 – inch brass cap marking the West 1/4 Section corner of said Section 10 bears South 00°05'38" West a distance of 2577.07 feet;

THENCE South 00°05'38" West a distance of 800.08 feet;

THENCE South 65°53'26" East a distance of 76.66 feet to a point on the northwesterly end line of said Orient Patented Lode Mining Claim and the TRUE POINT OF BEGINNING;

THENCE South 65°53'26" East a distance of 22.65 feet to the beginning of a tangent curve to the left having a radius of 1000.00 feet, a delta of 7°20'23" left, a chord distance of 128.02 feet and a chord bearing of South 69°33'38" East, thence southeasterly 128.10 feet along said curve to the left to the beginning of a reverse curve having a radius of 225.00 feet, a delta of 30°32'15" right, a chord distance of 118.51 feet and a chord bearing of South 57°57'42" East, thence southeasterly 119.92 feet along said reverse curve;

THENCE South 42°41'35" East a distance of 47.73 feet to the beginning of a tangent curve to the left having a radius of 1000.00 feet, a delta of 7°00'49" left, a chord distance of 122.34 feet and a chord bearing of South 46°11'59" East, thence southeasterly 122.41 feet along said curve to the left;

Exhibit A
(Continued)

Gila County Public Works
Job No. GC2013-25 (Ref. No.'s 24 & 25)

THENCE South 49°42'24" East a distance of 598.71 feet to the beginning of a tangent curve to the left having a radius of 800.00 feet, a delta of 6°34'35" left, a chord distance of 91.77 feet and a chord bearing of South 52°59'42" East, thence southeasterly 91.82 feet along said curve to the left to the southeasterly end line of said Astonishment Patented Lode Mining Claim and the terminal point of this centerline description.

The sidelines of the above described strip of land shall be extended or shortened to meet at angle points on the lines beginning and terminated upon by the centerline described herein. Said 60 feet wide strip of land being 30 feet each side of the previously described centerline and having an area of 1.559 acres, more or less.