



CONTACT INFORMATION

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Arizona Geological Survey
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Phoenix, AZ 85007
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When recorded mail to:
Mark E. Belmont, V.P. and General Counsel
Kiewit Materials Company
Kiewit Plaza
Omaha, NE 68131

REF No. PA-09-3261



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER

LAURA DEAN-LYTLE

DATE: 01/15/02 TIME: 1041
FEE : 17.00
PAGES: 6
FEE NO: 2002-001886

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars (\$10.00) and other valuable consideration, FLORENCE COPPER INC., a Delaware corporation ("Grantor"), hereby sells, transfers and conveys to NSHE Hayden, L.L.C., an Arizona limited liability company that certain real property, together with (a) all buildings, structures and improvements located thereon, including, without limitation, all irrigation ditches, gates, valves, pumps, tanks, and wells, (b) all appurtenances, hereditaments, easements, interests, rights-of-way, reversions, remainders, development rights, well rights, water rights, and air rights, (c) all oil, gas, and mineral rights not previously reserved, and (d) any other rights or privileges appurtenant to such real property or used in connection therewith, situated in Pinal County, Arizona and which is more particularly described on Exhibit "A" annexed hereto and incorporated herein by reference, SUBJECT TO existing taxes, assessments, liens, encumbrances, covenants, conditions, restrictions, patent reservations, declarations, encroachments, rights-of-way, easements, applicable zoning and use regulations of any government agency, and other matters of record or to which reference is made in the public record.

= UNITED
METRO
FOR
SAPD AND
GRAVEL

Subject to the above matters, and no others, Grantor warrants the title against its acts and none other.

DATED: 1/15/02

GRANTOR:

FLORENCE COPPER INC., a Delaware corporation

By: Adrian Taylor

Title: Vices President

EXHIBIT "A"

All of that portion of Sections 32, 33 and 34, Township 4 South, Range 9 East and Section 3, Township 5 South, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, being more particularly described as follows:

BEGINNING at the Southwest corner of Section 33, Township 4 South, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, said point being the TRUE POINT OF BEGINNING;

thence North 00 degrees 08 minutes 40 seconds West along the West Section line of said Section 33, a distance of 1321.19 feet to a point being the Northwest corner of the South half of the Southwest quarter of said Section 33;

thence North 89 degrees 48 minutes 19 seconds West along the South line of the North half of the Southeast quarter of said Section 32, a distance of 2617.15 feet to a point being the Southwest corner of the North half of the Southeast quarter of said Section 32;

thence North 00 degrees 11 minutes 29 seconds West along the North/South midline of said Section 32, a distance of 1822.70 feet;

thence North 90 degrees 00 minutes 00 seconds East, a distance of 1462.35 feet;

thence South 00 degrees 01 minutes 26 seconds East, a distance of 1026.64 feet;

thence North 67 degrees 29 minutes 38 seconds East a distance of 1240.29 feet to a point on the East Section line of said Section 32, said point lying South 00 degrees 08 minutes 40 seconds East a distance of 36.48 feet from the East quarter corner of said Section 32;

thence North 66 degrees 19 minutes 44 seconds East a distance of 434.74 feet;

thence North 77 degrees 45 minutes 29 seconds East a distance of 1257.34 feet;

thence North 89 degrees 24 minutes 15 seconds East a distance of 456.05 feet;

thence South 81 degrees 05 minutes 51 seconds East a distance of 993.65 feet;

thence North 89 degrees 18 minutes 34 seconds East a distance of 695.69 feet;

thence North 58 degrees 46 minutes 43 seconds East a distance of 379.92 feet;

thence North 82 degrees 10 minutes 55 seconds East a distance of 525.34 feet;

thence North 71 degrees 49 minutes 55 seconds East a distance of 666.30 feet;

thence North 69 degrees 20 minutes 13 seconds East a distance of 446.77 feet;

thence North 75 degrees 07 minutes 18 seconds East a distance of 528.29 feet;

thence North 80 degrees 17 minutes 03 seconds East a distance of 725.42 feet;

thence South 80 degrees 00 minutes 11 seconds East a distance of 472.78 feet;

thence South 74 degrees 21 minutes 30 seconds East a distance of 831.78 feet;

thence South 38 degrees 33 minutes 38 seconds East a distance of 465.82 feet;

thence North 83 degrees 20 minutes 44 seconds East a distance of 755.35 feet;

thence North 66 degrees 53 minutes 43 seconds East a distance of 614.90 feet;

thence North 69 degrees 44 minutes 04 seconds East a distance of 197.09 feet;

thence South 00 degrees 23 minutes 02 seconds West a distance of 1202.97 feet;

thence South 89 degrees 41 minutes 30 seconds East a distance of 400.00 feet to a point on the East Section line of said Section 34;

thence South 00 degrees 24 minutes 15 seconds West along the East line of said Section 34 a distance of 48.80 feet to a point being the East quarter corner of said Section 34;

thence South 00 degrees 18 minutes 23 seconds West along the East Section line of said Section 34 a distance of 2641.72 feet to a point being the Southeast corner of said Section 34;

thence North 89 degrees 52 minutes 22 seconds West along the South line of said Section 34, a distance of 1377.28 feet;

thence South 00 degrees 06 minutes 05 seconds East, a distance of 671.85 feet to a point being the Southeast corner of the North half of Lot 2, Section 3, Township 5 South, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona;

thence South 89 degrees 53 minutes 55 seconds West, a distance of 3857.87 feet along the South line of the North half of Lots 2, 3 and 4, to a point on the West Section line of said Section 3;

thence North 00 degrees 17 minutes 14 seconds West along the West line of said Section 3, a distance of 687.23 feet to a point being the Northwest corner of said Section 3;

thence North 89 degrees 52 minutes 22 seconds West, along the South line of said Section 33, Township 4 South, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, a distance of 2618.70 feet to a point being the South quarter corner of said Section 33;

thence North 89 degrees 52 minutes 22 seconds West along the South Section line of said

Section 33, a distance of 2618.70 feet to a point being the Southwest corner of said Section 33 and the TRUE POINT OF BEGINNING.

Unofficial

AFFIDAVIT OF PROPERTY VAL

SEE PAGE TWO SIDE FOR APPLICABLE STATUTES AND EXEMPTIONS

This form has been approved by the Arizona Department of Revenue pursuant to A.R.S. § 11-1133

1. ASSESSOR'S PARCEL NUMBER(S) (primary parcel number):

(a) 200 37 0010
BOOK MAP PARCEL SPLIT
Does this sale include any parcels that are being split/divided?
Check one: Yes No
(b) How many parcel numbers, other than the primary parcel number, are included in this sale? 16
List the additional parcel numbers (up to 4) below:
(c) 200-37-013 (d) 200-38-001A
(e) 200-38-001B (f) 200-38-002

9. FOR OFFICIAL USE ONLY (buyer and seller leave blank)

(a) _____
(b) _____
(c) F **COUNTY OF RECORDATION: PINAL**
(d) E **FEE NO: 2002-001886**
RECORD DATE: 01/15/02
Asse
(e) _____
Use Code: _____

2. SELLER'S NAME AND ADDRESS:

Florence Copper Inc., a Delaware corporation
3232 Cobb Parkway, PMB 315
Atlanta, GA 30339

3. BUYER'S NAME AND ADDRESS:

NSHE Hayden, LLC, an Arizona limited liability company
2390 E. Camelback Road, Suite 210
Phoenix, AZ 85016

Buyer and Seller related? Yes _____ No XX

If yes, state relationship: _____

4. ADDRESS OF PROPERTY:

Vacant Land

5. MAIL TAX BILL TO:

United Metro Materials, Inc.
c/o Kiewit Materials Company
Kiewit Plaza Omaha, NE 68131

6. TYPE/USE OF PROPERTY AT TIME OF SALE (check one):

a. Vacant Land f. Commercial/Industrial
b. Single Family Residence g. Agriculture
c. Condo/Townhouse h. Mobile Home
d. 2-4 Plex i. Other Use, Specify:
e. Apartment Building

7. RESIDENTIAL BUYER'S INTENDED USE (Answer if you checked, b, c, d, or h above) (Check One):

To be occupied by owner or "family member." To be rented to someone other than "family member."

NOTE: See page two for definition of "family member."

8. PARTY COMPLETING AFFIDAVIT (Name, Address, Phone)

First American Title Insurance Company
4801 East Washington, Suite 1100, Phoenix, Arizona 850
201-800-1391614 (602) 685-7560

10. TYPE OF DEED OR INSTRUMENT (Check One):

a. Warranty Deed d. Contract or Agreement
b. Special Warranty Deed e. Quit Claim Deed
c. Joint Tenancy Deed f. Other

11. TOTAL SALES PRICE: \$ 4,000,000.00

12. PERSONAL PROPERTY (see page two for definition):

Did the buyer receive any personal property that has a value greater than 5% of the sale price?:

(a) Yes No If yes, briefly describe: _____

(b) Approximate Value: \$ _____

13. DATE OF SALE: 01 / 2002
Month Year

NOTE: This is the date of the contract of sale. If you are recording title in fulfillment of a previously recorded contract, you need not complete this affidavit (see A.1 on page two).

14. DOWN PAYMENT (cash, etc.): \$ 4,000,000.00

15. METHOD OF FINANCING:

a. All Cash (Paid in full) e. New Loan(s) from financial institutions
b. Exchange or trade (1) Conventional (2) VA (3) FHA
c. Assumption of existing loans f. Other, explain
d. New loan from seller (Seller Carryback)

16. PARTIAL INTERESTS: Is only a partial ownership interest being transferred?

For example: 1/4 (.25) or 1/2 (.50). Yes No

If yes, explain. _____

17. ADDITIONAL INFORMATION (Check all that apply):

a. Affixed Mobile Home b. Other: _____
Number of Units: _____ (Apartment, Motel, Mobile Home Park)

18. LEGAL DESCRIPTION (attach copy if necessary)

See Exhibit "A" attached hereto and by this reference made a part hereof

THE UNDERSIGNED BEING DULY SWORN, ON OATH, SAYS THAT THE FOREGOING INFORMATION IS A TRUE AND CORRECT STATEMENT OF THE FACTS PERTAINING TO THE TRANSFER OF THE ABOVE DESCRIBED PROPERTY.

Signature of Seller/Agent [Signature]

State of Arizona, County of MARICOPA

Subscribed and sworn to before me on this

14th day of JANUARY 2002

Notary Public [Signature]

Notary Expiration Date _____

OFFICIAL SEAL
HECTOR MEZA
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Comm. Expires Jan. 19, 2003

Signature of Buyer/Agent [Signature]

State of Arizona, County of MARICOPA

Subscribed and sworn to before me on this

14th day of JANUARY 2002

Notary Public [Signature]

Notary Expiration Date _____

OFFICIAL SEAL
HECTOR MEZA
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Comm Expires Jan 19 2003

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this ___ day of _____, 2001 by Adrain Taylor, Vice President of Florence Copper Inc., a Delaware corporation, on behalf of the corporation.

Notary Public

My Commission Expires:

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 14th day of January, 2001 by Karin A Church, Vice President of National Safe Harbor Exchanges, Sole Member/Manager Of NSHE Hayden, L.L.C., an Arizona limited liability company, on behalf of the company.



Tina Macier
Notary Public

My Commission Expires:
8/31/02

TABLE OF EXHIBITS

EXHIBIT

DESCRIPTION

A

Burdened Property

B

Benefited Property

C

Easement Property

Unofficial

EXHIBIT "A"
TO
DECLARATION OF EASEMENT

BURDENED PROPERTY

Section 27

The South Half; and the South Half of the Northwest Quarter of Section 27, Township 4 South, Range 9 East, G&SRM comprising 399.844 acres more or less:

EXCEPT a strip of land 100 feet in width lying 50 feet on either side of the following described line:

BEGINNING at the Northwest corner of Section 27, Township 4 South, Range 9 East; thence South 0°33' West along Section line a distance of 1,789.53 feet to the true POINT OF BEGINNING; thence South 75°0' East a distance of 3,946.05 feet to a point; thence around a 3° curve to the left, said curve having a radius of 1,909.86 feet, and a distance of 885.83 feet; thence North 78°25'30" East to a point, said point being an intersection with the east line of Section 27, and there terminate; and

EXCEPTING therefrom 1/16th of all oil, gas, metals, and other mineral deposits as reserved to the State of Arizona by instruments recorded in Docket 527, Page 526, and Docket 746, Page 985, records of Pinal county, Arizona (affects the North half of the Southeast Quarter of Section 27); and

EXCEPTING therefrom all oil and gas reserved in Patent from United State of America recorded in Docket 228, Page 475 of the records of Pinal County, Arizona (affects the South Half of the Northwest Quarter of Section 27).

Section 28

The South Half of the South Half of Section 28, Township 4 South, Range 9 East, G&SRM comprising 478.72 acres more or less. Except all leaseable minerals in the area so patented as reserved in Patent from United States of America, as recorded in Docket 1314, page 936.

Section 29

All of the South Half of Southeast Quarter and the West Half of the North Half of Section 29, Township 4 South, Range 9 East, G&SRM comprising 237.863 acres more of less. Except a five percent (5%) royalty within a strip of land conveyed by Southern Pacific Transportation Company as recorded in Docket 966, Page 552 of the records of Pinal County Arizona.

Section 32

The Northeast Quarter; the North Half of the Southeast Quarter of Section 32, Township 4 South, Range 9 East, G&SRM comprising 278.4 acres more or less.

EXHIBIT "B"
TO
DECLARATION OF EASEMENT
BENEFITED PROPERTY

Unofficial

EXHIBIT "A"

All of that portion of Sections 32, 33 and 34, Township 4 South, Range 9 East and Section 3, Township 5 South, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, being more particularly described as follows:

BEGINNING at the Southwest corner of Section 33, Township 4 South, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, said point being the TRUE POINT OF BEGINNING;

thence North 00 degrees 08 minutes 40 seconds West along the West Section line of said Section 33, a distance of 1321.19 feet to a point being the Northwest corner of the South half of the Southwest quarter of said Section 33;

thence North 89 degrees 48 minutes 19 seconds West along the South line of the North half of the Southeast quarter of said Section 32, a distance of 2617.15 feet to a point being the Southwest corner of the North half of the Southeast quarter of said Section 32;

thence North 00 degrees 11 minutes 29 seconds West along the North/South midline of said Section 32, a distance of 1822.70 feet;

thence North 90 degrees 00 minutes 00 seconds East, a distance of 1462.35 feet;

thence South 00 degrees 01 minutes 26 seconds East, a distance of 1026.64 feet;

thence North 67 degrees 29 minutes 38 seconds East a distance of 1240.29 feet to a point on the East Section line of said Section 32, said point lying South 00 degrees 08 minutes 40 seconds East a distance of 36.48 feet from the East quarter corner of said Section 32,

thence North 66 degrees 19 minutes 44 seconds East a distance of 434.74 feet;

thence North 77 degrees 45 minutes 29 seconds East a distance of 1257.34 feet;

thence North 89 degrees 24 minutes 15 seconds East a distance of 456.05 feet;

thence South 81 degrees 05 minutes 51 seconds East a distance of 993.65 feet;

thence North 89 degrees 18 minutes 34 seconds East a distance of 695.69 feet;

thence North 58 degrees 46 minutes 43 seconds East a distance of 379.92 feet;

thence North 82 degrees 10 minutes 55 seconds East a distance of 525.34 feet;

thence North 71 degrees 49 minutes 55 seconds East a distance of 666.30 feet;

thence North 69 degrees 20 minutes 13 seconds East a distance of 446.77 feet;

thence North 75 degrees 07 minutes 18 seconds East a distance of 528.29 feet;

thence North 80 degrees 17 minutes 03 seconds East a distance of 725.42 feet;

thence South 80 degrees 00 minutes 11 seconds East a distance of 472.78 feet;

thence South 74 degrees 21 minutes 30 seconds East a distance of 831.78 feet;

thence South 88 degrees 33 minutes 38 seconds East a distance of 465.82 feet;

thence North 83 degrees 20 minutes 44 seconds East a distance of 755.35 feet;

thence North 66 degrees 53 minutes 43 seconds East a distance of 614.90 feet;

thence North 69 degrees 44 minutes 04 seconds East a distance of 197.09 feet;

thence South 00 degrees 23 minutes 02 seconds West a distance of 1202.97 feet;

thence South 89 degrees 41 minutes 30 seconds East a distance of 400.00 feet to a point on the East Section line of said Section 34;

thence South 00 degrees 24 minutes 15 seconds West along the East line of said Section 34 a distance of 48.80 feet to a point being the East quarter corner of said Section 34;

thence South 00 degrees 18 minutes 23 seconds West along the East Section line of said Section 34 a distance of 2641.72 feet to a point being the Southeast corner of said Section 34;

thence North 89 degrees 52 minutes 22 seconds West along the South line of said Section 34, a distance of 1377.28 feet;

thence South 00 degrees 06 minutes 05 seconds East, a distance of 671.83 feet to a point being the Southeast corner of the North half of Lot 2, Section 3, Township 5 South, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona;

thence South 89 degrees 53 minutes 55 seconds West, a distance of 3857.87 feet along the South line of the North half of Lots 2, 3 and 4, to a point on the West Section line of said Section 3;

thence North 00 degrees 17 minutes 14 seconds West along the West line of said Section 3, a distance of 687.23 feet to a point being the Northwest corner of said Section 3;

thence North 89 degrees 52 minutes 22 seconds West, along the South line of said Section 33, Township 4 South, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, a distance of 2618.70 feet to a point being the South quarter corner of said Section 33;

thence North 89 degrees 52 minutes 22 seconds West along the South Section line of said

Section 33, a distance of 2618.70 feet to a point being the Southwest corner of said Section 33 and the TRUE POINT OF BEGINNING.

Unofficial

EXHIBIT "C"
TO
DECLARATION OF EASEMENT
EASEMENT PROPERTY

The Perpetual Easement

The Temporary Easement

Unofficial

LEGAL DESCRIPTION

BEING A PERPETUAL EASEMENT 120 FEET IN WIDTH FOR INGRESS AND EGRESS OVER AND ACROSS LANDS WITHIN SECTIONS 29 AND 32, TOWNSHIP 4 SOUTH, RANGE 9 EAST, GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH $\frac{1}{4}$ CORNER OF SAID SECTION 32;

THENCE SOUTH $00^{\circ}11'29"$ EAST, ALONG THE NORTH/SOUTH CENTERLINE OF SAID SECTION 32, A DISTANCE OF 2,138.43 FEET;

THENCE NORTH $90^{\circ}00'00"$ EAST A DISTANCE OF 120 FEET;

THENCE NORTH $00^{\circ}11'29"$ WEST, PARALLEL TO THE NORTH/SOUTH CENTERLINE OF SAID SECTION 32, A DISTANCE OF 2,138.43 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 32;

THENCE NORTH $00^{\circ}06'53"$ EAST, PARALLEL TO THE NORTH SOUTH CENTERLINE OF SAID SECTION 29, A DISTANCE OF 1319.48 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 29;

THENCE NORTH $89^{\circ}51'41"$ WEST ALONG THE NORTH LINE OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 29 A DISTANCE OF 120 FEET TO THE NORTHWEST CORNER OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 29;

THENCE SOUTH $00^{\circ}06'53"$ WEST, ALONG THE NORTH/SOUTH CENTERLINE OF SAID SECTION 29, A DISTANCE OF 1319.48 FEET TO THE TRUE POINT OF BEGINNING.

LEGAL DESCRIPTION

BEING A TEMPORARY EASEMENT FOR INGRESS AND EGRESS, BECOMING EFFECTIVE AT THE DATE OF CLOSING AND TERMINATING 3 CALENDAR YEARS AFTER THAT CLOSING DATE, OVER AND ACROSS PORTIONS OF SECTION 27, 28 AND 29, TOWNSHIP 4 SOUTH, RANGE 9 EAST, GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA. BEING DESCRIBED AS FOLLOWS:

SAID TEMPORARY EASEMENT FOLLOWS ALONG AN EXISTING DIRT ROAD BEGINNING NEAR THE NORTHWEST CORNER OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF SAID SECTION 29, PASSING ALONG AND NEAR TO THE NORTH LINE OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF SAID SECTION 29;

THENCE CONTINUING ALONG THE SAME DIRT ROAD PASSING ALONG AND NEAR THE NORTH LINE OF THE SOUTH ½ OF THE SOUTH ¼ OF SAID SECTION 28;

THENCE CONTINUING ALONG THE SAME DIRT ROAD NORTHERLY ALONG AND NEAR THE WEST LINE OF THE SOUTH ½ OF SAID SECTION 27;

THENCE CONTINUING NORTHEASTERLY ALONG THE SAME DIRT ROAD SAID ROAD BEING THE MOST DIRECT ROUTE TO THE HUNT HIGHWAY RIGHT OF WAY AND THE TERMINUS OF SAID EASEMENT.

15
First American Title



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER

LAURA DEAN-LYTLE

When recorded, return to:

Derek L. Sorenson, Esq.
Bryan Cave LLP
Two North Central Avenue
22nd Floor
Phoenix, Arizona 85004-4406

DATE: 12/07/01 TIME: 1406
FEE : 20.00
PAGES: 15
FEE NO: 2001-056455

SPECIAL WARRANTY DEED

This Transfer Is Exempt
from the Affidavit
and Transfer Tax
under ARS 11-1134 **B-7**

For the consideration of Ten and 00/100 Dollars, and other valuable consideration, BHP COPPER INC., a Delaware corporation ("Grantor"), does hereby convey to FLORENCE COPPER INC., a Delaware corporation, the following described property situated in Pinal County, Arizona (the "Property"):

See Exhibit A attached hereto and made a part hereof

together with all improvements, buildings, structures and fixtures located thereon; all easements, if any, benefiting the Property; all rights (except Water Rights as hereinafter defined), benefits, privileges and appurtenances pertaining to the Property, including any right, title and interest of Grantor in and to any property lying in or under the bed of any street, alley, road or right-of-way, open or proposed, abutting or adjacent to the Property; the strips, gaps or gores, if any, between the Property and abutting property; all oil, gas or other mineral interests in, on, under or above the Property owned by Grantor; and all rights and interests to receive any condemnation awards from any condemnation proceeding pertaining to the Property, sewer rights, water courses, wells, ditches and flumes located on or appurtenant to the Property.

And further, without any warranty or representation whatsoever, the Grantor hereby quit claims to the Grantee any interest that Grantor may have in any and all water rights ("Water Rights") appurtenant to the Property.

To have and to hold unto the grantee, its successors and assigns, forever, the Property, the improvements and all of the foregoing rights and interests free, clear and discharged of and from all matters whatsoever, except those matters set forth on Exhibit B attached hereto and made a part hereof.

Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of Grantor herein and no other, subject to the matters above set forth.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed on December 5, 2001.

GRANTOR:

BHP COPPER INC., a Delaware corporation

By: JLP

Name: John T. Perry

Its: President

STATE OF Arizona)

County of Maricopa)
) ss.

On this, the 5th day of December, 2001, before me, the undersigned Notary Public, personally appeared John T. Perry, the President of BHP COPPER INC., a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same on behalf of the corporation for the purposes therein contained.

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

Susan A. Malone

Notary Public

My commission expires:

Jan 24, 2004

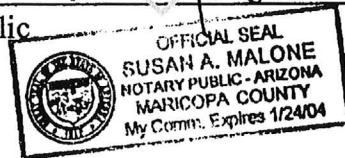


EXHIBIT "A"

PARCEL A:

Lots 3 and 4 of Section 2, Township 5 South, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, more particularly described as follows:

BEGINNING at the Northwest corner of Section 2 and also described as the Northwest corner of Lot 4;

thence South 89 degrees 48 minutes 39 seconds East approximately 2644.09 feet and then Southerly along the Eastern boundary of Lot 3 approximately 1311 feet and thence West along a line described as North 89 degrees 53 minutes 26 seconds approximately 2644.5 feet to the Southwest corner of Lot 4;

thence Northerly along a line described as North 00 degrees 55 minutes 10 seconds West approximately 1328.11 feet to the POINT OF BEGINNING.

In addition a piece of land herein described as Parcel A of Phase Two, which includes all of that portion of Bush Street vacated by the Town of Florence by Ordinance 590. Regularly adopted January 15, 1958, and of record in the Office of the Recorder of Pinal County in Docket 194, Page 542, and particularly described as the West half of such vacated portion lying between the South line of 18th Street (identical with the North line of Extended Block 11, Western Addition) and the South line of Western Addition to the Town of Florence, Arizona, according to the plat filed and recorded in the Office of the Pinal County Recorder in Book 3 of Miscellaneous Records, Page 446 thereof.

PARCEL B:

The North half of Lots 1, 2, 3 and 4 Section 3, Township 5 South, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, except that portion of Lots 1 and 2, more particularly described as follows:

BEGINNING at the Northeast corner of Section 3;

thence South 00 degrees 54 minutes 49 seconds East along the Eastern boundary line of said Section for a distance of 664.56 feet to the Southeast corner of the North half of said Lot 1, said corner bears North 00 degrees 54 minutes 49 seconds West a distance of 1,961.32 feet from the East corner of Section 3;

thence South 89 degrees 52 minutes 46 seconds West along the Southern boundary line of the North half of Lot 1 for a distance of 1,379.87 feet to a point on the Southern boundary line of the North half of Lot 2;

EXHIBIT "A"

thence North 00 degrees 44 minutes 58 seconds West parallel to the Eastern boundary line of Lot 2 for a distance of 670.52 feet to a point on the Northern boundary line of the Northeast quarter of Section 3;

thence South 89 degrees 52 minutes 17 seconds East along the Northern boundary line of Lot 2 and then Lot 1 for a distance of 1,378.05 feet to the POINT OF BEGINNING.

And that portion of Section 3 described as BEGINNING at the Northeast corner of Section 3 and thence South 00 degrees 55 minutes 00 seconds East a distance of 664.05 feet and thence West along a line described as South 89 degrees 53 minutes 35 seconds West a distance of 75 feet and thence North 00 degrees 54 minutes 59 seconds a distance of approximately 664.39 feet and thence East along a line described as South 89 degrees 51 minutes 00 seconds East approximately 75 feet to the POINT OF BEGINNING.

PARCEL C:

All of the South half of Section 21, Township 4 South, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

EXCEPT all leasable minerals in the area so patented as reserved in Patent from United States of America, as recorded in Docket 1314, Page 936.

PARCEL D:

The Southwest quarter of the Southwest quarter of Section 26, Township 4 South, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

PARCEL E:

The South half and the South half of the Northwest quarter of Section 27, Township 4 South, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona;

EXCEPT a strip of land 100 feet in width lying 50 feet on either side of the following described line:

BEGINNING at the Northwest corner of Section 27, Township 4 South, Range 9 East;

thence South 0 degrees 33 minutes West along Section line a distance of 1,789.53 feet to the TRUE POINT OF BEGINNING;

thence South 75 degrees 0 minutes East a distance of 3,946.05 feet to a point;

thence around a 3 degree curve to the left, said curve having a radius of 1,909.86 feet, and a distance of 885.83 feet;

EXHIBIT "A"

thence North 78 degrees 25 minutes 30 seconds East to a point, said point being an intersection with the East line of Section 27, and there terminate; and

EXCEPTING therefrom 1/16th of all oil, gas, metals and other mineral deposits as reserved to the State of Arizona by instruments recorded in Docket 527, Page 526 and in Docket 746, Page 985, records of Pinal County, Arizona (Affects the North half of the Southeast quarter of Section 27); and

EXCEPTING therefrom all oil and gas reserved in Patent from United States of America recorded in Docket 228, Page 475 of the records of Pinal County, Arizona (affects the South half of the Northwest quarter of Section 27).

PARCEL F:

The North half and the South half of the South half of Section 28, Township 4 South, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

EXCEPT all leasable minerals in the area so patented as reserved in Patent from United States of America, as recorded in Docket 1314, Page 936.

PARCEL G:

All of the South half of the Southeast quarter and the West half of the North half of Section 29, Township 4 South, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

EXCEPT a 5% royalty within a strip of land conveyed by Southern Pacific Transportation Company as recorded in Docket 966, Page 552 of the Records of Pinal County Arizona.

PARCEL H:

The Northeast quarter and the North half of the Southeast quarter of Section 32, Township 4 South, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

PARCEL I:

All of Section 33, Township 4 South, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona;

EXCEPTING AND RESERVING from the North half of the Southeast quarter of Section 33, a 5% non-participating royalty on all oil and gas produced from the property and a production royalty of 5% of the "Net Returns" from the sale of any metallic minerals, including fissionable materials from the property;

EXHIBIT "A"

EXCEPT an undivided one-half interest in and to all oil, gas petroleum, naphtha, and other hydrocarbon and minerals in the South half of the Northeast quarter of Section 33, Township 4 South, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, as reserved in instrument recorded in Book 67 of Deeds, Page 305, records of Pinal County, Arizona.

PARCEL J:

All of the South half of Section 34, Township 4 South, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

All of the North half of Section 34, Township 4 South, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona;

EXCEPT that portion of the Southeast quarter of the North half of Section 34 more particularly described as follows:

BEGINNING at a point on the East boundary of said Section 34, said point being 50 feet Northerly of the East quarter corner of said Section;

thence Westerly parallel to the South boundary of the Southeast quarter of the Northeast quarter of Section 34, 400 feet to a point;

thence Northerly parallel to the East boundary of said Section 1,097.7 feet to a point;

thence North 67 degrees 00 minutes 30 seconds East 435.7 feet more or less to the Northeast corner of the Southeast quarter of the Northeast quarter of said Section;

thence Southerly along the East boundary of said Section 34, 1,269.34 feet to the POINT OF BEGINNING; and

EXCEPT an undivided one-half interest in and to all oil, gas petroleum, naphtha, and other hydrocarbon and minerals in the Northwest quarter of Section 34, as reserved in instrument recorded in Book 67 of Deeds, Page 305, records of Pinal County, Arizona.

PARCEL K:

The Northwest quarter of the Northwest quarter and that part of the Northeast quarter of the Northwest quarter of Section 35, Township 4 South, Range 9 East, of the Gila and Salt River Base and Meridian, Pinal County, Arizona, more particularly described as follows:

BEGINNING at the Northwest corner of the Northeast quarter of the Northwest quarter of said Section 35 said point being the TRUE POINT OF BEGINNING;

EXHIBIT "A"

thence South 00 degrees, 19 minutes, 59 seconds West, along the West line of the Northeast quarter of the Northwest quarter of said Section 35, 860.00 feet;

thence North 90 degrees, 00 minutes, 00 seconds East, 130.00 feet to the centerline of a drain ditch;

thence North 02 degrees, 49 minutes, 40 seconds West, along the centerline of said drain ditch 860.46 feet to the North line of said Section 35;

thence North 89 degrees, 26 minutes, 30 seconds West, along the North line of said Section 35, 82.55 feet to the TRUE POINT OF BEGINNING.

SCHEDULE B

**FIFTH AMENDED
Commitment No. 201-800-1354140**

PART TWO:

1. Second installment of 2001 taxes, a lien, payable on or before March 1, 2002, and delinquent May 1, 2002.
2. Any charge upon said land by reason of its inclusion in CENTRAL ARIZONA WATER CONSERVATION DISTRICT.
3. Any charge upon said land by reason of its inclusion in SAN CARLOS IRRIGATION AND DRAINAGE DISTRICT.

(Affects Parcels A, B, D, E, F, G, H, I, J, K)
4. Any charge upon said land by reason of its inclusion in HOHOKAM IRRIGATION AND DRAINAGE DISTRICT.

(Affects Parcel B and H)
5. Taxes, assessments, obligations and liabilities on the insured property by reason of the City of Florence Sewer System, Improvement District, Revenue and General Obligation Bonds. (All assessments due and payable are paid.)

(Affects Parcel A)
6. Reservations contained in the Patent from the State of Arizona, reading as follows:

Excepting and reserving unto the United States rights of way for ditches and canals constructed by their authority.

(Affects Parcel C - Southeast of Section 21)
7. Reservations contained in the Patent from the United States of America, reading as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States of America.

(Affects Parcel F, Southeast quarter of Southeast quarter, Southwest quarter Southwest quarter of Section 28; G, South half of Southeast quarter of Section 29; I, Northeast quarter of Northwest quarter, North half of Northeast quarter; South half Northwest quarter, North half of Southwest quarter of Section 33)

SCHEDULE B

**FIFTH AMENDED
NO. 201-800-1354140**

8. Reservations contained in the Patent from the United States of America, reading as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States of America. Excepting and Reserving, also to the United States, pursuant to the provisions of the Act of August 1, 1946, (60 Stat. 755), all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine and remove the same.

(Affects Parcel J, Northwest quarter Southeast quarter; North half Southwest quarter; Southwest quarter Southwest quarter of Section 34; K, Northwest quarter Northwest quarter)

9. Reservations contained in the Patent from the State of Arizona, reading as follows:

This Patent is issued subject to any and all easements or rights of way heretofore legally obtained and now in full force and effect.

(Affects Parcel C, Southwest quarter of Section 21; E, Southwest quarter of Section 27; F, Northwest quarter and Northeast quarter)

10. Reservations contained in the Patent from the State of Arizona, reading as follows:

Subject to existing reservations, easements or rights of way heretofore legally obtained and now in full force and effect, and the State of Arizona reserves one-sixteenth of all gas, oil, metals and mineral rights.

(Affects Parcel E, North half of Southeast quarter of Section 27)

11. Reservations contained in the Patent from the United States of America, reading as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

(Affects Parcel A, B, D, I, Southeast quarter of Section 33; J, South half Southeast quarter; Southwest quarter Southeast quarter; Southeast quarter Southwest quarter; Northwest quarter; Northeast quarter of Section 34)

SCHEDULE B

**FIFTH AMENDED
NO. 201-800-1354140**

12. Reservations contained in the Patent from the United States of America, reading as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States. Excepting and Reserving, also, to the United States, all oil and gas in the lands so patented, and to it, or persons authorized by it, the right to prospect for, mine and remove such deposits from the same upon compliance with the conditions, and subject to the provisions and limitations of the Act of June 17, 1914, (33 Stat. 509).

(Affects Parcel E, South half Northwest quarter of Section 27)

13. Reservations contained in the Patent from the State of Arizona, reading as follows:

The State of Arizona reserves all rights to any and all minerals, ores and metals of every kind and character and all coal, asphaltum, oil, gases, fertilizers, fossils and other like substances in or under said land, and all the right of ingress and egress for the purpose of mining together with enough of the surface of the land as may be necessary for the proper and convenient working and extraction of such minerals and substances.

(Affects Parcel K and E, Southwest quarter of Section 27)

14. Reservations contained in the Patent from the State of Arizona, reading as follows:

Excepting and reserving unto the United States rights of way for ditches and canals constructed by their authority; subject to existing easements or rights of way heretofore legally obtained and now in full force and effect.

(Affects Parcel F, Southeast quarter Southwest quarter; Southwest quarter Southeast quarter of Section 28; H, North half Northeast quarter of Section 32)

15. Water rights, claims or title to water, whether or not shown by the public records.

16. Certification by the Board of Supervisors of Pinal County, Arizona recorded February 21, 1964 in Docket 375, Page 572, purporting to establish a county roadway.

(Affects all)

SCHEDULE B

**FIFTH AMENDED
NO. 201-800-1354140**

17. A right of way for railroad purposes over that portion of said land within the 200 foot right of way granted to the Phoenix and Eastern Railroad Company, an Arizona corporation under the provision of an Act of Congress approved March 3, 1875; and any rights of the United States to enforce the Terms and Provisions of said Act, and thereafter Easement Agreement was recorded December 22, 1951 as Docket 53, Page 526.
(Affects Parcels C, F and E)
18. An easement for canal and incidental purposes, recorded as Book 15 of Deeds, Page 358.
(Affects Parcels B and J)
19. An easement for canal and incidental purposes, recorded as Book 17 of Deeds, Page 415.
(Affects Parcel J)
20. An easement for canal and incidental purposes, recorded as Book 30 of Deeds, Page 54.
(Affects Parcel I)
21. An easement for canal and incidental purposes, recorded as Book 30 of Deeds, Page 76.
(Affects Parcel F)
22. An easement for highway and incidental purposes, recorded as Docket 356, Page 457.
(Affects Parcel E)
23. An easement for highway and incidental purposes, recorded as Docket 370, Page 561.
(Affects Parcel F)
24. An easement for electric transmission line and incidental purposes, recorded as Docket 740, Page 300.
(Affects Parcel E)
25. An easement for electric transmission line and incidental purposes, recorded as Docket 740, Page 301.
(Affects Parcel F)

SCHEDULE B

**FIFTH AMENDED
NO. 201-800-1354140**

26. Reservation of a Royalty on Minerals as set forth in instrument recorded May 25, 1978 as Docket 918, Page 21.
(Affects Parcel I)
27. An easement for sanitary sewer line and incidental purposes, recorded as Docket 739, Page 957.
(Affects Parcel J)
28. Reservation of a Royalty on Minerals as set forth in instrument recorded June 25, 1979 as Docket 966, Page 552.
(Affects Parcel G)
29. An easement for electric lines and incidental purposes, recorded as Docket 1283, Page 620.
(Affects Parcel G)
30. An easement for electric lines and incidental purposes, recorded as Docket 1283, Page 622.
(Affects Parcel I)
31. An easement for well and irrigation and incidental purposes, recorded as Docket 1837, Page 868 and re-recorded as 99-004735, of Official Records.
(Affects Parcel No. E)
32. An easement for pipeline and incidental purposes, recorded as Docket 1970, Page 134A.
(Affects Parcels C and F)
33. The terms, conditions and provisions contained in the document entitled "Royalty Deed and Agreement" recorded July 7, 1992 as Docket 1837, Page 879.
(Affects Parcel A, B, C, D, E, F, G, H, I, J and K)
34. An easement for canal, pipeline or combination of both and incidental purposes, recorded as 1996-41942 of Official Records.
(Affects Parcels C and G)
35. **DELETED INTENTIONALLY**

SCHEDULE B

**FIFTH AMENDED
NO. 201-800-1354140**

36. The right to enter, upon all other rights, including all rights of way and easements which may be necessary for production and removal of all such substances and minerals of grantors interest as reserved in instrument recorded in Book 67 of Deeds, Page 305.

(Affects Parcels I, Northwest quarter and Parcel J)

37. The terms, conditions and provisions contained in the document entitled "Zone Change Resolution" recorded November 13, 2000 as 2000-045991 of Official Records.

(Affects Parcel C)

38. The terms, conditions and provisions contained in the document entitled "Planned Area Development Overlay District Resolution" recorded November 3, 2000 as 2000-045992 of Official Records.

(Affects Parcel C)

39. The terms, conditions and provisions contained in the document entitled "Development Agreement for Road Runner Estates" recorded December 5, 2000 as 2000-050289 of Official Records and re-recorded April 18, 2001 as 2001-016702 of Official Records.

(NOTE: Terminates at individual Lot Sales)

(Affects Parcel C)

40. The rights or claims of title, if any, by the State of Arizona to any portion of the property described in Schedule A being located in the bed of any river or dry wash.

SCHEDULE B

**FIFTH AMENDED
NO. 201-800-1354140**

41. The following matters disclosed by an ALTA/ACSM survey made by DARLING ENVIRONMENTAL & SURVEYING, LTD. on July 9, 2001, designated Job No. BHP-01-002:
- a) Rights of others to use Dirt Road running through out all Sections.
 - b) Union Pacific Railroad 200 feet right-of-way per UPRR Plat V-37/9. (Affects Section 21, 27 and 28)
 - c) Encroachment of right-of-way, property line, cultivated fields on the property North of said land. (Affects Section 26)
 - d) Power lines on said property. (Affects Section 26)
 - e) Right of others to use irrigation Ditches running through out all Sections.
 - f) Rights of others to use wells, power lines, right-of-way, easements, telephone, irrigation ditches, dirt roads lying within and through out Section 27 and 28.
 - g) Encroachment of parking lot onto highway located within the Northeasterly portion of said Section 27.
 - h) Rights of tenants, if any on said Section 27.
 - i) Rights of others to use fiber optic cable, test site of wells, lined canals and evaporation ponds lying through out Section 28.
 - j) Rights of others to use fiber optic cables, power lines, right-of-ways and well within Section 29.
 - k) Right of others to use irrigation ditches, canal and right-of-ways lying within Section 32.
 - l) Right of others to use lined canal, tank area, evaporation pond, pipe lines, right-of-ways, power lines, wells lying within Section 33.
 - m) Power lines and sewer lines and manholes lying within Section 2.
42. The rights of parties in possession by reason of any unrecorded lease or leases or month to month tenancies affecting any portion of the within described property.

End of Schedule B



DATE: 01/15/02 TIME: 1041
FEE : 28.00
PAGES: 19
FEE NO: 2002-001887

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When recorded mail to:
Mark E. Belmont, V.P. and General Counsel
Kiewit Materials Company
Kiewit Plaza
Omaha, NE 68131

DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT is made and entered into on the day and year last herein mentioned, by and between FLORENCE COPPER INC., a Delaware corporation ("**Grantor**"), and NSHE Hayden, L.L.C., an Arizona limited liability company ("**Grantee**").

RECITALS:

- A. Grantor is the fee title owner of certain real property located in Pinal County, Arizona which is legally described on Exhibit "A" annexed hereto (the "**Burdened Property**").
- B. Grantee is the owner of certain real property located in Pinal County, Arizona which is legally described on Exhibit "B" annexed hereto (the "**Benefited Property**").
- C. Grantor and Grantee desire and intend to establish both a *perpetual* roadway and access easement and a *temporary* roadway and access easement over the Burdened Property for the benefit of Grantee and the Benefited Property, which easements are legally described on Exhibit "C" annexed hereto (the "**Easement Property**").

NOW, THEREFORE, for a good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. GRANT OF EASEMENT. Grantor hereby grants and conveys to Grantee, and its successors, assigns, invitees, guests, employees, customers, licensees and agents, a perpetual non-exclusive irrevocable appurtenant one hundred-twenty foot wide (120') easement and right of way (the "**Perpetual Easement**") and a temporary non-exclusive irrevocable appurtenant easement and right of way along an existing dirt road (the "**Temporary Easement**") in, on, over, under, through and across the Burdened Property for the following purposes:

1.1. The right to enter upon such land to grade, level, fill, drain, pave, build, maintain, repair and rebuild a road on, over, under, and across the surface of such land for a sand and gravel, aggregate, ready-mix concrete and asphalt operation, together with other activities incidental thereto (the "**Sand and Gravel Operation**").

1.2. The right to enter upon such land for purposes of vehicular and pedestrian ingress and egress to and from the Benefited Property solely in connection with a Sand and Gravel Operation, and to permit the use and maintenance of said road, and the right to clear, and keep clear, all trees and other obstructions that may be necessary in order to use the easement granted herein.

The easements granted herein shall run with the Burdened Property and the title thereto, and shall be binding on Grantor and its heirs, successors, assigns and any person who shall, after the date of this instrument, acquire any right title or interest in or to the Burdened Property.

2. GRANTOR'S COVENANTS, REPRESENTATIONS AND WARRANTIES.

Grantor hereby covenants, represents and warrants that it is the fee title owner of the Easement Property and is entitled to possession thereof; that it has a good and lawful right to convey the easement granted herein; that it will warrant the title and quiet possession thereof against the lawful claims of all persons, subject to all matters of record.

3. GRANTEE'S DUTIES.

3.1. Grantee, for Grantee, its heirs, successors and assigns, covenants that it shall, at its own cost and expense, keep or cause the Easement Property to be kept in good repair and in neat, clean and orderly condition.

3.2. Grantee shall, at Grantee's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term or any part of the term hereof regulating the use by Grantee of the Easement Property, including, but not limited to laws and regulations relating to noxious odors and noise.

3.3. Grantee agrees to indemnify, defend and hold Grantor harmless from and against any and all claims, suits, penalties, liabilities and expenses (including, without limitation, attorneys' fees) for injury to persons (including death) or damage to property arising out of, resulting from, or in connection with, the use by Grantee, its successors, assigns, invitees, guests, employees, customers, lessees, licensees and agents, of the easement granted herein; except where such injury, death or damage results from the negligence of Grantor or its agents or employees.

3.4. Grantee shall, from the date hereof, and throughout the term of this Easement, at its sole cost and expense, provide and keep in full force and effect for the benefit of Grantor and Grantee in such insurance company or companies as may be acceptable to Grantor, a policy of combined single limit general liability insurance insuring Grantor and Grantee against any liability for death, bodily injury, and property damage occurring in, on or about the Easement Property, and all appurtenant areas, and insuring against any and all liability arising out of the use, occupancy or maintenance of the Easement Property and all other areas appurtenant thereto. Such insurance shall be in an amount not less than One Million (\$1,000,000) Dollars per occurrence. Such insurance shall specifically insure the performance by Grantee of its indemnity and hold harmless obligations contained herein by inclusion of contractual liability coverage. Grantee shall deliver to Grantor copies of the policies of insurance required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Grantor. No such policy(s) shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to Grantor. Grantee shall, within twenty (20) days prior to the expiration of such policies, furnish Grantor with renewals or binders thereof. Upon Grantee's failure to

comply with its obligations under this Article, Grantor may order such insurance and charge the cost thereof to Grantee, which amount shall be payable by Grantee upon demand. Grantee shall not do or permit to be done anything which shall invalidate the insurance policies referred to herein.

4. ENVIRONMENTAL RESTRICTIONS. No portion of the Easement Property may be used for any of the following: (1) in a manner requiring the issuance of a permit covering the discharge or disposal of a pollutant or waste into any waters, ground waters, or aquifer of the State of Arizona or waters of the United States; (2) for the treatment, collection, storage or disposal of any refuse, waste or any material in a manner inconsistent with regulations issued by any State or Federal agency or so as to require a permit or approval from a State or Federal agency; (3) for the generation, treatment, storage, or disposal of any hazardous waste subject to regulation under any State or Federal ordinance or law; (4) for the transport of any hazardous waste subject to regulation under any State or Federal ordinance or law, unless Grantee first gives Grantor notice of its intent to use the Easement Property to transport any hazardous waste subject to regulation under any State or Federal ordinance or law (such notice to identify the hazardous waste and the date(s) when it will be transported over the Easement Property), and Grantee first obtains all permits and fully complies with all applicable state and federal laws and regulations governing hazardous materials; (5) for the manufacture, processing, distribution in commerce, use or disposal of any toxic substance subject to regulation under any State or Federal law.

5. CONDITION OF EASEMENT PROPERTY. Grantee hereby accepts the Easement Property in its condition existing as of the date hereof, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Easement Property, and accepts this Declaration of Easement subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Grantee acknowledges that neither Grantor nor Grantor's agents have made any representation or warranty as to the suitability of the Easement Property for the conduct of Grantee's business.

6. TERM OF TEMPORARY EASEMENT. Grantee agrees to use its best efforts to obtain more direct access to Hunt Highway from the Perpetual Easement ("Alternate Access") and shall notify Grantor upon obtaining such Alternate Access. Unless sooner terminated pursuant to the provisions hereof, the term of the Temporary Easement granted herein shall automatically expire on the sooner of three (3) years after the date of this Easement, or on the date Grantee obtains Alternate Access or causes a document to be recorded with the Pinal County, Arizona Recorder evidencing the Alternate Access. At the end of such term, all rights herein granted regarding the Temporary Easement shall cease and revert to the Grantor, its heirs, successors or assigns.

7. ABANDONMENT. In the event the rights, privileges and easements herein granted fail to be used or are abandoned and cease to be used for the purposes herein granted for a period of two (2) consecutive years, all rights herein granted shall cease and revert to the Grantor, its heirs, successors or assigns.

8. USE OF EASEMENT PROPERTY BY GRANTOR. Grantor agrees for itself and its successors and assigns and its and their invitees, agents, employees, contractors and licensees that:

8.1. the Easement Property shall not be used, and improvements shall not be constructed thereon, which will impede the use of the Easement Property for the easement purposes designated herein; and

8.2. no buildings, structures, trees, block walls or other structural improvements shall be erected, constructed or placed over or upon the Easement Property, or any portion thereof, without the prior written consent of the Grantee;

8.3. notwithstanding anything to the contrary contained herein, Grantor reserves the right to use the Easement Property for all purposes not inconsistent with the rights herein granted.

9. MECHANICS' LIENS. Grantee shall not suffer or permit to be enforced against the Easement Property any mechanics' or materialman's liens arising out of any construction, maintenance, repair, restoration, replacement or operation by or for Grantee on the Easement Property. Grantee shall immediately cause any such liens to be removed or the enforcement thereof stayed, by payment, posting of a proper bond, or other means acceptable to Grantor.

10. GRANTOR'S REMEDIES. If Grantee fails to timely perform any act required to be performed by Grantee, and such failure continues uncured for a period of thirty (30) days after written notice thereof from Grantor to Grantee, Grantor's remedy shall be:

10.1. To bring suit against Grantee for damages and/or specific performance of this Agreement or to obtain any other remedies which may be provided by law or in equity; or

10.2. To cancel this Easement including all rights of Grantee hereunder which shall revert to the Grantor, its heirs, successors or assigns. Upon such cancellation, Grantee shall, upon Grantor's request, execute and deliver to Grantor a quit claim deed to the Easement Property.

11. ASSIGNMENT. Grantee shall not voluntarily or by operation of law, sell, assign, mortgage, or otherwise transfer or encumber all or any part of Grantee's interest in this Easement, without Grantor's prior written consent which may be withheld in Grantor's sole discretion. Any assignment, transfer, mortgage or encumbrance in violation of this provision shall be void and of no force or effect.

12. MORTGAGEE PROTECTION. No breach of the covenants, conditions or restrictions herein shall affect, impair, defeat or render invalid the lien or charge of any mortgage or deed of trust made in good faith and for value encumbering any portion of the Burdened Property or the Benefited Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to either the Burdened Property or the Benefited Property.

13. NOTICES. Any notice, request, demand or other communication (collectively referred to as "**Notice**") required or permitted to be given pursuant to this Agreement shall be in writing and shall be personally delivered or sent by a nationally recognized overnight carrier or by certified and/or registered mail, return receipt requested, postage prepaid, or by facsimile, to the parties as follows, or to such other addressee or address as may be specified by any party hereto by notice to the other(s) as provided herein:

if to Grantor: Florence Copper Inc.
c/o Vanguard Properties, Inc.
3232 Cobb Parkway, PMB 315
Atlanta, GA 30339
Attention: W. Harrison Merrill
Fax #: 404/495-9578

with a copy to: David N. Ramras
Ramras Law Offices, P.C.
5060 N. 40th Street, #103
Phoenix, AZ 85018
Fax #: 602/955-2101

if to Grantee: NSHE Hayden, L.L.C.
c/o United Metro Materials Inc.
701 North 4th Street
Phoenix, Arizona 85008
Attention: President
Fax #: 602/220-5345

with a copy to: Kiewit Materials Company
Kiewit Plaza
Omaha, Nebraska 68131
Attention: General Counsel
Fax #: 402/536-3607

Notice will be deemed given and received on the date sent if personally delivered or sent by facsimile (provided that such telegram or facsimile is followed by a notice sent in accordance with one of the other means of giving notice as provided above); or, if mailed, three (3) Business Days (not including the date of mailing) after such notice is postmarked; or, if by overnight carrier, one (1) Business Day (not including the date of delivery to the overnight carrier) after such notice is deposited with such overnight carrier. As used in this agreement, "Business Day" shall mean a day other than a Saturday, Sunday or a legal holiday as recognized in the State of Arizona.

14. TIME OF THE ESSENCE. Time is and shall be deemed to be the essence of this Agreement.

15. HEADINGS. The paragraph headings contained in this Agreement are for convenience only and are not to be interpreted as adding to or otherwise modifying the meaning of this Agreement or the intent of the parties hereto.

16. IMPLEMENTATION OF AGREEMENT. Grantee and Grantor agree to perform any and all acts reasonably necessary in order to implement the terms, provisions, purpose and intent of this Easement, and will, among other things, deliver such other documents and take such other actions as may reasonably be required in order to carry out the terms and intent of the parties hereto.

17. NO WAIVER. The failure of Grantee and/or Grantor to insist in any one or more instances upon the strict performance of any one of the agreements, terms, provisions or conditions of this Easement, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of such agreement, term, provision, condition or election, but the same shall continue and remain in full force and effect.

18. ATTORNEY'S FEES. If any party institutes suit or arbitration against the other party to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to all taxable and non-taxable costs, consultant and expert witness fees, and pre-judgment and post-judgment reasonable attorneys' fees incurred as a result of such action. In the event of such suit, the parties acknowledge that they have each caused events to occur in the State of Arizona out of which this agreement arose and thus the parties consent to exclusive jurisdiction in any court of competent jurisdiction in Maricopa County, Arizona.

19. MODIFICATION. This Easement may only be modified or amended by a writing signed by Grantee and Grantor, and no waiver of any agreement, term, provision or condition of this Easement shall be deemed to have been made unless expressed in writing and signed by the party against whom it is asserted.

20. INTERPRETATION. This Easement shall be deemed accepted, consummated and construed pursuant to the laws of the State of Arizona. This Easement was drafted by Grantor's attorney as a matter of convenience only and shall not be construed for or against either party on that account. Any provision hereof which shall be invalid or unenforceable under any applicable law or governmental regulation shall, to the extent of any such invalidity or unenforceability, be deemed modified to the extent necessary to cure such invalidity or unenforceability in order to carry out the intention manifested by the provision in question, and any Court of competent jurisdiction may reform such provisions accordingly, or, if necessary, such provision may be omitted therefrom, but such omission or modification shall not invalidate the remaining provisions of this Easement. Wherever required by the context, any gender shall include any other gender, the singular shall include the plural, and the plural shall include the singular, and the word "person" shall include corporation, firm, partnership, or other form of association.

21. ARBITRATION. In the event of any controversy or dispute arising out of or relating to this agreement or the breach thereof, Grantor and Grantee shall mutually name an arbitrator within twenty (20) days after a party notifies the other in writing that there is a dispute or

controversy. If the parties fail to mutually select an arbitrator within twenty (20) days after notice of the dispute or controversy, then either party may apply to the Presiding Civil Judge of the Superior Court of Maricopa County, Arizona, requesting that he appoint an arbitrator with both substantial judicial experience and experience with comparable real estate transactions, and shall provide notice of such application to the other party. If the Presiding Civil Judge either declines or fails to make such appointment within ten (10) days after his receipt of such application, then either party may submit such controversy or dispute to the local office of the American Arbitration Association, which shall appoint an arbitrator who is not affiliated with any party hereto and who has substantial experience with comparable commercial real estate transactions and issues. It shall be a condition of such appointment that the arbitrator shall conduct all proceedings and render a decision within sixty (60) days after such appointment. The arbitrator shall conduct all proceedings pursuant to Arizona Revised Statutes, §12-1501 et seq., and the Rules of the American Arbitration Association governing commercial transactions then existing, to the extent that such Rules are not inconsistent with said Statutes and this agreement. Judgment upon the award rendered under arbitration may be entered in any court having jurisdiction. The cost of the arbitration proceeding shall be borne by the losing party, or, if the decision is not clearly in favor of one party or the other, the costs shall be borne as determined by the arbitrator. The parties agree that the arbitration procedure provided herein shall be the sole and exclusive remedy to resolve any controversy or dispute arising hereunder, and that the proper venue for such arbitration proceeding shall be Maricopa County, Arizona.

22. ENTIRE AGREEMENT. All understandings and agreements heretofore had between the parties are merged in this Easement, which alone expresses the agreement of the parties, there being no representation, warranty, covenant or other agreement not herein expressly set forth.

23. TIME OF THE ESSENCE. Time is and shall be deemed to be the essence of this Easement.

24. COUNTERPARTS. This Agreement may be executed in several counterparts, and when all are so executed and delivered, they shall constitute one Agreement, binding on all of the parties hereto, notwithstanding that all are not signatories to the original or same counterpart.

DATED: 1/11/02

GRANTOR:

FLORENCE COPPER INC.

By: Adrian Taylor

GRANTEE:

NSHE Hayden, L.L.C., an Arizona limited liability company

By: National Safe Harbor Exchanges, a California corporation

Its: Sole Member/Manager

By: *Janis A. Church*

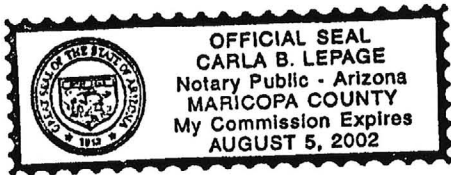
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STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 11th day of January, 2001 by Adrain Taylor, Vice President of Florence Copper Inc., a Delaware corporation, on behalf of the corporation.

Carla B. Lepage
Notary Public

My Commission Expires:
8/5/12



STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this ___ day of _____, 2001 by _____ of NSHE Hayden, L.L.C., an Arizona limited liability company, on behalf of the company.

Notary Public

My Commission Expires:

EXHIBIT "A"
TO
DECLARATION OF EASEMENT

BURDENED PROPERTY

Section 27

The South Half; and the South Half of the Northwest Quarter of Section 27, Township 4 South, Range 9 East, G&SRM comprising 399.844 acres more or less:

EXCEPT a strip of land 100 feet in width lying 50 feet on either side of the following described line:

BEGINNING at the Northwest corner of Section 27, Township 4 South, Range 9 East; thence South 0°33' West along Section line a distance of 1,789.53 feet to the true POINT OF BEGINNING; thence South 75°0' East a distance of 3,946.05 feet to a point; thence around a 3° curve to the left, said curve having a radius of 1,909.86 feet, and a distance of 885.83 feet; thence North 78°25'30" East to a point, said point being an intersection with the east line of Section 27, and there terminate; and

EXCEPTING therefrom 1/16th of all oil, gas, metals, and other mineral deposits as reserved to the State of Arizona by instruments recorded in Docket 527, Page 526, and Docket 746, Page 985, records of Pinal county, Arizona (affects the North half of the Southeast Quarter of Section 27); and

EXCEPTING therefrom all oil and gas reserved in Patent from United State of America recorded in Docket 228, Page 475 of the records of Pinal County, Arizona (affects the South Half of the Northwest Quarter of Section 27).

Section 28

The South Half of the South Half of Section 28, Township 4 South, Range 9 East, G&SRM comprising 478.72 acres more or less. Except all leaseable minerals in the area so patented as reserved in Patent from United States of America, as recorded in Docket 1314, page 936.

Section 29

All of the South Half of Southeast Quarter and the West Half of the North Half of Section 29, Township 4 South, Range 9 East, G&SRM comprising 237.863 acres more of less. Except a five percent (5%) royalty within a strip of land conveyed by Southern Pacific Transportation Company as recorded in Docket 966, Page 552 of the records of Pinal County Arizona.

Section 32

The Northeast Quarter; the North Half of the Southeast Quarter of Section 32, Township 4 South, Range 9 East, G&SRM comprising 278.4 acres more or less.

LEGAL DESCRIPTION

BEING A TEMPORARY EASEMENT FOR INGRESS AND EGRESS, BECOMING EFFECTIVE AT THE DATE OF CLOSING AND TERMINATING 3 CALENDAR YEARS AFTER THAT CLOSING DATE, OVER AND ACROSS PORTIONS OF SECTION 27, 28 AND 29, TOWNSHIP 4 SOUTH, RANGE 9 EAST, GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA. BEING DESCRIBED AS FOLLOWS:

SAID TEMPORARY EASEMENT FOLLOWS ALONG AN EXISTING DIRT ROAD BEGINNING NEAR THE NORTHWEST CORNER OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF SAID SECTION 29, PASSING ALONG AND NEAR TO THE NORTH LINE OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF SAID SECTION 29;

THENCE CONTINUING ALONG THE SAME DIRT ROAD PASSING ALONG AND NEAR THE NORTH LINE OF THE SOUTH ½ OF THE SOUTH ¼ OF SAID SECTION 28;

THENCE CONTINUING ALONG THE SAME DIRT ROAD NORTHERLY ALONG AND NEAR THE WEST LINE OF THE SOUTH ½ OF SAID SECTION 27;

THENCE CONTINUING NORTHEASTERLY ALONG THE SAME DIRT ROAD SAID ROAD BEING THE MOST DIRECT ROUTE TO THE HUNT HIGHWAY RIGHT OF WAY AND THE TERMINUS OF SAID EASEMENT.