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No Fee

WHEN RECORDED, MAIL TO:  
Magna Water District  
P.O. Box 303  
Magna, Utah 84044-0303  
Attn: Terry Pollock, General Manager

Tax ID# 14-32-201-066-0000

12044644  
05/05/2015 01:07 PM \$0.00  
Book - 10321 Pg - 5005-5014  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
MAGNA WATER CO & IMP DIST  
P.O. BOX 303  
MAGNA UT 84044  
BY: SSP, DEPUTY - WI 10 P.

**EASEMENT AGREEMENT**  
(Water Pipeline)

THIS EASEMENT AGREEMENT (this "**Agreement**") is dated effective as of the \_\_\_ day of April, 2015 (the "**Effective Date**") by and between KENNECOTT UTAH COPPER LLC. a Utah limited liability company formerly known as Kennecott Utah Copper Corporation, with an address of 4700 W. Daybreak Parkway, Suite 3S, South Jordan, UT 84095 (hereinafter "**Grantor**") and MAGNA WATER DISTRICT, a political subdivision of the State of Utah, Grantee, whose address is 8600 West 2711 South, Magna, UT 84044 (hereinafter "**Grantee**").

1. Subject to the terms and conditions set forth in this Agreement, Grantor hereby grants without warranty of title to Grantee, for the sum of Ten (10) Dollars and other good and valuable consideration, a non-exclusive perpetual easement (the "**Easement**") for installing and maintaining a single fourteen (14) inch diameter underground water pipeline main, laterals, equipment and appurtenant facilities (collectively, the "**Pipeline Facilities**"), said Easement being located on the portion of Grantor's property in Salt Lake County, Utah (the "**Easement Area**"), as depicted on Exhibit A attached hereto and made a part hereof, in the Northeast Quarter of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian, more particularly described as follows:

Commencing at the North Quarter Corner of said Section 32, thence running South 00°23'39" West 734.14 feet along the west line of the Northeast Quarter of said Section 32; thence South 89°36'21" East 68.38 feet to the POINT OF BEGINNING, said point of beginning being the Northwest corner of the Kennecott Utah Copper, LLC parcel, Entry number 11591776, as recorded in the Salt Lake County Recorder's Office; thence South 89°23'22" East 20.00 feet along the north line of the said Kennecott parcel; thence South 00°29'29" West 356.66 feet to a point on the South line of said Kennecott parcel; thence South 87°33'49" West 20.03 feet along the South line of said Kennecott parcel; thence North 00°29'29" East 357.73 feet along the west line of the said Kennecott parcel to the POINT OF BEGINNING. Contains: 7143.96 sq.ft./0.16 ac +/-

2. Grantor hereby agrees that Grantee and its officers, employees, agents, representatives, contractors, and assigns shall

have the right of ingress to and egress from the Easement Area across the Grantor Property (defined below) located adjacent to the Easement Area at such locations approved in advance in writing by Grantor with such equipment as is necessary to install and connect transmission mains and laterals to the Pipeline Facilities provided that Grantee's use shall not interfere with access to or the use and enjoyment of Grantor's adjacent property. Grantee shall avoid creating any waste, hazard or nuisance upon the Easement Area in connection with Grantee's use hereunder. Grantee shall take all actions necessary to prevent damage to and shall promptly repair and restore at its sole cost and expense any damage to the Easement Area and/or the Grantor Property caused by Grantee or its officers, employees, agents, representatives and contractors.

3. Grantor shall have the right to use the Easement Area provided such use shall not unreasonably interfere with the function or use of the Pipeline Facilities. Grantee shall have the right to clear and remove all trees and obstructions within the Easement Area that interfere with the use of the Easement by Grantee. Grantee shall have the right to excavate and refill ditches and/or trenches for the installation of said facilities and appurtenant parts thereof provided that any excavations, ditches and trenches do not interfere with access to or the use and enjoyment of the Grantor Property.

4. Grantee accepts the Easement subject to any and all reservations, covenants, restrictions, easements, liens, and other encumbrances of record.

5. Grantee hereby grants to Grantor the right and option from time to time to one secondary water connection to the Pipeline Facilities, at no cost, charge or fee to Grantor for the connection, meter, and associated facilities to provide secondary water service to the Grantor Property. Grantor shall be responsible for standard fees imposed by Grantee to water users including water usage fees and impact fees. Grantee covenants that it shall, at its sole cost and expense, install the connection lateral and meter box for Grantor at the time of the installation of the water line. Grantor shall deliver written notice to Grantee at least thirty (30) days prior to connecting to the Pipeline Facilities pursuant to this Section and Grantee shall, within said thirty (30) days, install a meter in the meter box for Grantor to connect to. The "**Grantor Property**" is located in Salt Lake County, Utah and more particularly described on Exhibit B attached hereto and made a part hereof.

6. Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee, and (ii) subsurface of the Easement Area for other utility services or other purposes which do not unreasonably interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove telecommunications,

telephone, telegraph, electric, gas and drainage facilities and foundations, footing and/or anchors for surface improvements.

7. All of the Pipeline Facilities including, without limitation, waterlines, mains, laterals and associated equipment will be installed, operated and maintained at all times beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same.

8. Grantor shall not build or construct or permit to be built or constructed any buildings or permanent structure (with the exception of any pavement, sod, plantings, landscaping or other similar surface) over or across the Easement.

9. Grantee shall give Grantor thirty (30) days prior written notice (except in an emergency, in which case Grantee shall give as much notice as is practicable under the circumstances) of its intent to construct, maintain, remove or replace any improvements if such activities would cause any disturbance of the surface of the Easement Area and/or any portion of the Grantor Property, and Grantee shall perform such activities expeditiously and shall take reasonable efforts to minimize any disruption of operations on the Grantor Property caused by such activities. After any installation, construction, repair, replacement or removal of any portion of the Pipeline Facilities, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal. Grantee shall be responsible, at its sole cost and expense, for restoration of sod, landscaping, plantings, pavement or other surface improvements which are required to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment. Grantee shall be responsible for damage to improvements caused by Grantee or its officers, employees, agents, representatives, contractors.

10. Grantee hereby specifically indemnifies, defends and holds Grantor and its officers, employees, agents, representatives, contractors, harmless from and against any injury, loss, damage, claims, causes of action, or liability, costs or expenses (including attorneys' fees and court costs) resulting from or arising out of (i) use of the Easement Area and/or the Grantor Property, (ii) installation, maintenance, repair or replacement of the Pipeline Facilities or any portion thereof, and (iii) discharge of hazardous substances or the violation of, or failure to comply with governmental permits or requirements.

11. Grantee will carry, at its own cost and expense, the following insurance: (i) commercial general liability insurance written on an occurrence basis with a minimum limit of liability of \$2,000,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence and including contractual

liability coverage; and (ii) Workers' Compensation Insurance as required by law. Grantee will name the Grantor as an additional insured under its commercial general liability policy. Within ten (10) days after request by Grantor, Grantee shall provide to Grantor evidence of insurance meeting the requirements of this Section.

12. Grantee shall comply with all federal, state and local laws, orders, rules, regulations and requirements of all applicable governmental authorities and shall be responsible for obtaining all necessary permits and/or governmental approvals required in connection with the construction, use, maintenance, repair and/or replacement of the Pipeline Facilities. Grantee shall at all times keep the Easement Area free from mechanics' liens or similar liens arising on account of or resulting from any act by or on behalf of Grantee. In the event any mechanics' lien or similar lien is recorded against any portion of the Grantor Property on account of any act by or on behalf of Grantee, Grantee shall within thirty (30) days cause such mechanics' lien to be removed. Grantee shall indemnify and hold Grantor harmless from any liability for the payment of any such liens.

13. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given when received if personally delivered, or mailed, certified mail, return receipt requested, sent by overnight carrier to the addresses set forth above, or delivered by facsimile or electronic mail with a conforming copy also sent by mail or overnight carrier as provided herein. Addresses for notice may be changed by giving ten (10) days written notice of the change in the manner set forth herein.

14. This Agreement shall be binding upon and inure to the benefit of, the heirs, representatives, successors-in-interest and assigns of Grantor and the successors and assigns of Grantee provided that Grantee shall not assign this Agreement and/or transfer or convey the Easement in whole or in part without the prior written consent of Grantor. The agreements, covenants and conditions contained in this Lease are and shall be deemed to be covenants running with the land.

15. This Agreement is not intended to nor shall it be construed to benefit any third party. This Agreement together with the Exhibits constitutes the sole and entire agreement of the parties. No modification of, or amendment to, this Agreement shall be effective unless in writing signed by all parties. This Agreement shall be governed by and construed in accordance with and interpreted under the laws of the State of Utah, without giving effect to principles governing conflict of laws.

16. In the event of any default in the performance of any obligation hereunder or any breach of any term hereunder by a party, the prevailing party shall be entitled, in addition to any other remedy which may be available hereunder or under applicable law, to recover from the defaulting party its fees, costs, and expenses incurred in enforcing its rights hereunder or seeking damages for any

breach hereof, including reasonable attorneys' fees, whether such costs are incurred through litigation or otherwise. To the fullest extent permitted by law, under no circumstances shall Grantor be liable for any consequential, exemplary, punitive, special, indirect or incidental damages or economic losses arising out of any claim, demand, or action brought with respect to this Agreement.

17. This Agreement in no way creates any type of agency relationship, joint venture, or partnership among Grantor and Grantee.

18. This Agreement may be executed in any number of counterparts and each shall be considered an original and together they shall constitute one and the same Agreement.

[SIGNATURE PAGES FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the respective dates set forth below to be effective as of the Effective Date.

**GRANTOR:**

Kennecott Utah Copper LLC, a Utah limited liability company formerly known as Kennecott Utah Copper Corporation

Date: April 28, 2015

APPROVED AS TO FORM  
RIO TINTO/KUC LEGAL DEPARTMENT

By: [Signature]  
George J. Stewart  
Senior Corporate Counsel  
Date: 4/24/2015

By: [Signature]  
Print Name: Jason Combes  
Title: GM Finance

**GRANTEE:**

Magna Water District, a political subdivision of the State of Utah

Date: April 13, 2015

By: [Signature]  
Print Name: Terry L. Fallock  
Title: GENERAL MANAGER

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

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of April, 2015, by Jason Combes, as GM Finance of KENNECOTT UTAH COPPER LLC, a Utah limited liability company.

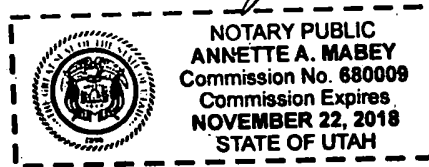
[Signature]

NOTARY PUBLIC

Residing at: South Jordan, Utah

My Commission Expires:

11/22/2018



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

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of April, 2015, by Magna Water District, as **GENERAL MANAGER** of Magna Water District, a political subdivision of the State of Utah.

*Michelle L Boone*  
NOTARY PUBLIC  
Residing at: 6344 South Lotus Way

My Commission Expires:

8/25/18



# WATERLINE EASEMENT KENNECOTT UTAH COPPER, LLC.

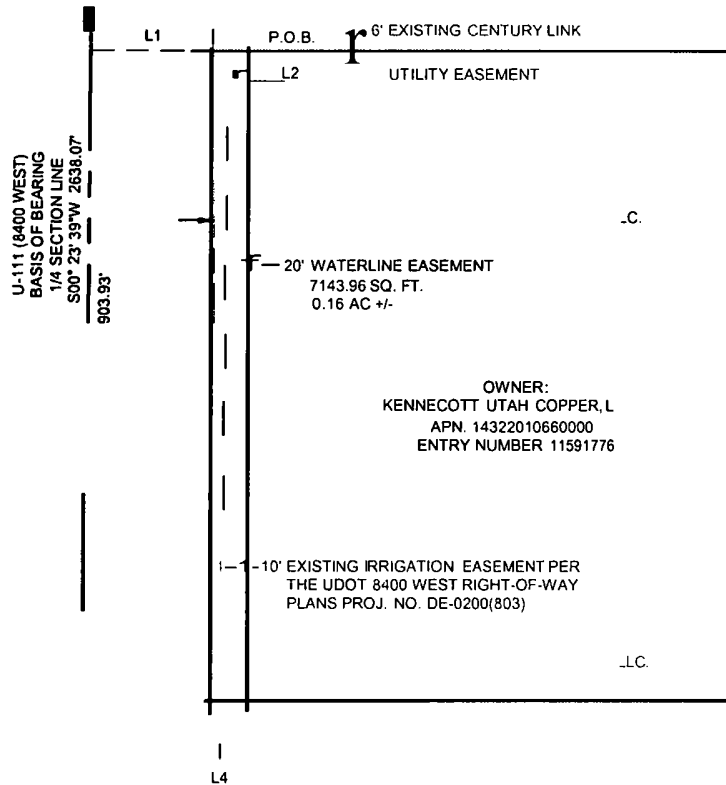
LOCATED IN:  
NE1/4 SECTION 32, TOWNSHIP 1 SOUTH, RANGE 2 WEST,  
SALT LAKE COUNTY, UTAH

EXHIBIT A  
to  
Easement Agreement  
(Water Pipeline)

21 FOUND BRASS CAP  
MONUMENT  
N1/4 COR. SEC. 32

OWNER:  
ARBOR PARI-ASSOCIATES, LC  
APN. 14322010840000

U/r



OWNER:  
KENNECOTT UTAH COPPER, L  
APN. 14322010660000  
ENTRY NUMBER 11591776

MAGNA MEDICAL OFFICE  
BUILDING,  
OWNER  
APN. 14322010650000

1  
321 FOUND BRASS CAP  
MONUMENT  
V32 CENTER SEC. 32

Parcel		
Li	Len	Dir
L1	68.	S89'3
L	20.	S89'2
L	256.	S00'2
L	20.	S9'29
L	357.	N00'2

SECTION CORNER (FOUND) **t**  
SECTION CORNER (NOT FOUND)  
SECTION LINE  
PROPERTY LINE  
EASEMENT LINE

PROJECT NAME:  
**WATERLINE EASEMENT  
KENNECOTT UTAH COPPER, LLC.**

HORIZ: 1" = 100' 0 1/2"



**EXHIBIT B**  
to  
**EASEMENT AGREEMENT**  
**(Water Pipeline)**

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The real property referenced in the foregoing instrument as the Grantor Property is located in Salt Lake County, Utah and is more particularly described as:

***As Surveyed Description***

*A part of the Northeast Quarter of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:*

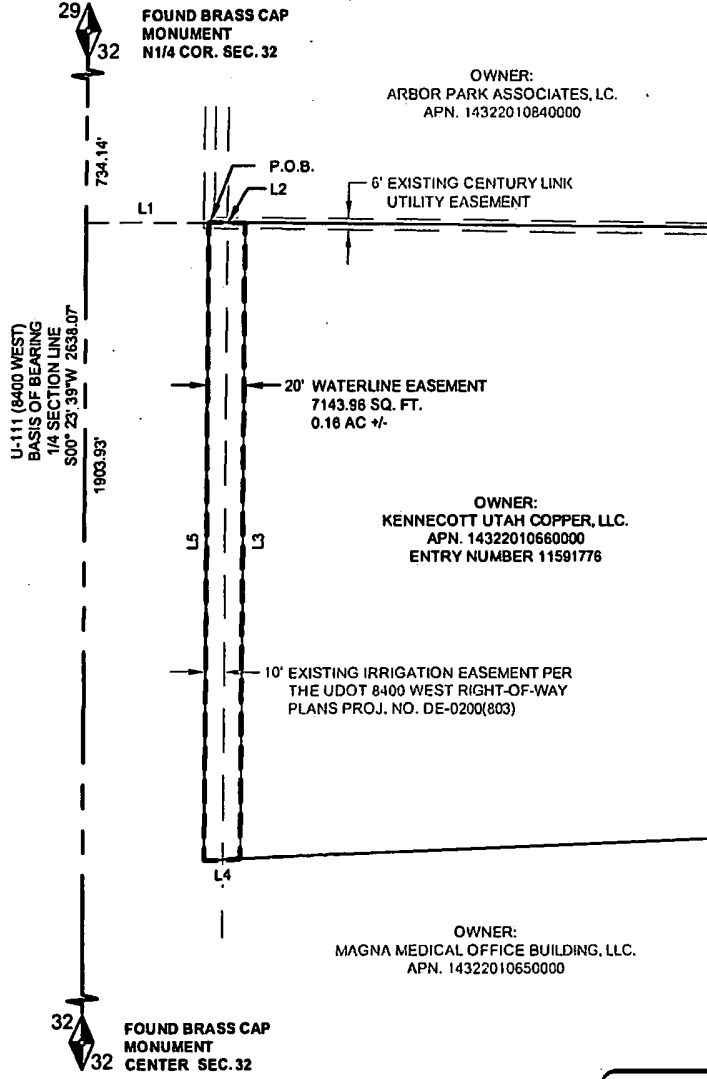
*Beginning at the Southwest Corner of Arbor Park Commercial Subdivision at a point on the East Right-of-Way Line of 8400 West Street located 69.60 feet South 89°49'24" East along the Section Line and 734.08 feet South 0°14'00" West along said Right-of-Way Line from the North Quarter Corner of said Section 32; and running thence along the Southerly Boundary of said Subdivision the following six courses: North 24°03'18" East 5.58 feet; South 89°40'33" East 511.99 feet; South 0°15'36" West 115.71 feet; South 89°39'43" East 391.33 feet; South 63°22'42" East 13.48 feet; and South 39°23'31" East 48.27 feet; thence South 0°10'36" West 353.67 feet to a point on the North Line of the Utah and Salt Lake Canal and to a point on a 604.45 foot radius curve to the left, the chord of which bears South 89°03'18" West; thence Westerly along said North Line and said curve through a Central Angle of 38°36'34" a distance of 407.31 feet; thence South 69°45'01" West along said North Line 127.78 feet; thence North 0°44'30" East 190.73 feet; thence North 82°16'05" West 8.58 feet; thence North 14°25'04" West 35.16 feet; thence South 87°12'47" West 414.33 feet to the East Right-of-Way Line of 8400 West Street; thence North 0°14'00" East along said East Line 357.88 feet to the point of beginning.*

*Contains 362,509 sq. ft.  
or 8.322 acres*

# WATERLINE EASEMENT KENNECOTT UTAH COPPER, LLC.

**LOCATED IN:  
NE1/4 SECTION 32, TOWNSHIP 1 SOUTH, RANGE 2 WEST,  
SALT LAKE COUNTY, UTAH**

**EXHIBIT**



Parcel Line Table		
Line #	Length	Direction
L1	68.38	S89°36'21"E
L2	20.00	S89°23'22"E
L3	356.66	S00°29'29"W
L4	20.03	S87°33'49"W
L5	357.73	N00°29'29"E

LEGEND	
SECTION CORNER (FOUND)	
SECTION CORNER (NOT FOUND)	
SECTION LINE	
PROPERTY LINE	
EASEMENT LINE	

Salt Lake City - (801)955-5605  
 Heber City - (435)854-6800  
 Vernal - (435)781-2113  
 www.epicengineeringpc.com

**PROJECT NAME**  
**WATERLINE EASEMENT  
 KENNECOTT UTAH COPPER, LLC.**

**PROJECT LOCATION**  
**CITY OF MAGNA, SALT LAKE COUNTY, UTAH**

**SCALE**

HORIZ: 1" = 100'

BAR SCALE READINGS 1" ON A FULL SIZE SHEET, ALMOST FOR A HALF SIZE SHEET.

<b>DRAWN:</b> JJD	<b>PROJECT #</b>
<b>DESIGNER:</b> CD	MAGNA
<b>REVIEWED:</b> PC	<b>SHEET:</b>
<b>DATE:</b> 02/18/15	1 of 1