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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
DOMINION ENGINEERING
5684 S. GREEN STREET
MURRAY UT 84123
BY: ADA, DEPUTY - WI 6 P.

WHEN RECORDED, MAIL TO:
Magna Water District
8885 West 3500 South
Magna, Utah 84044

Affects portions of Parcel Nos. 14-21-300-028, 4-21-300-029, 14-21-300-020, 14-21-300-021, 14-21-300-022, 14-21-300-006, 14-21-376-008, 14-21-300-007, and 14-21-426-010

GRANT OF EASEMENT
(Culinary Waterline)

Subject to the terms and conditions set forth in this Grant of Easement, KENNECOTT UTAH COPPER LLC, a Utah limited liability company formerly known as Kennecott Utah Copper Corporation, a Delaware corporation, Grantor, hereby grants subject to all matters of record to the MAGNA WATER DISTRICT, a local district and political subdivision of the State of Utah located at 2711 South 8600 West, Magna, Utah 84044, Grantee, for the sum of Ten Dollars and other good and valuable consideration, a non-exclusive perpetual easement (the "Easement"), upon part of an entire tract of land, for the purpose of installing and maintaining one culinary waterline, situate in the North 1/2 of Southwest 1/4 of Section 21, Township 1 South, Range 2 West, SLB&M. The boundaries of said Easement (the "Easement Parcel") are depicted on Exhibit A attached hereto and made a part hereof and are described as follows:

A 20.00 foot wide permanent, non-exclusive easement located in the Southwest Quarter of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Magna Metro Township, Salt Lake County, Utah, lying 10.00 feet on each side of the following described line:

BEGINNING at a point South 00°05'16" West 208.71 feet along the east line of the Southwest Quarter of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian and North 89°54'44" West 33.00 feet; from the Center Quarter Corner of said Section 21, and thence North 89°56'28" West 2.07 feet; thence North 44°56'28" West 54.97 feet; thence South 89°55'43" West 561.58 feet; thence North 78°03'36" West 9.61 feet; thence South 89°55'43" West 664.50 feet; to a point of tangency of a 973.70 foot radius curve to the left; thence Westerly 136.15 along the arc of said curve through a central angle of 08°00'42" and a long chord of South 85°55'33" West 136.04 feet; thence South 13°38'25" West 8.75 feet; thence South 83°14'34" West 102.74 feet; to a point on the arc of a 974.85 foot non-tangent curve to the left; thence Southwesterly 329.07 along the arc of said curve through a central angle of 19°20'26" and a long chord of South 66°01'15" West 327.51 feet; thence South 56°21'06" West 241.47 feet to a point on the arc of a 729.76 foot non-tangent curve to the right; thence Southwesterly 134.70 along the arc of said curve through a central angle of 10°34'32" and a long chord of South 61°04'38" West 134.51 feet;

thence South 20°49'47" West 14.13 feet; to a point on the arc of a 740.90 foot non-tangent curve to the right; thence Westerly 217.64 along the arc of said curve through a central angle of 16°49'51" and a long chord of South 74°07'34" West 216.86 feet; thence South 86°09'11" West 137.54 feet; thence South 78°45'00" West 50.53 feet; thence West 33.04 feet to the southerly line of the SR-201 Frontage Road as depicted on those plans for Utah Department of Transportation (UDOT) Right-of-Way plans as Project No. F-201(38)7 and the POINT OF TERMINUS of the herein described line. Said easement encompasses 53,968 square feet or 1.23 acres more or less.

1. Grantee accepts the Easement Parcel "As Is" "Where Is" and "with all faults" in its present condition and state of repair, without representation or warranty of any kind or nature and assumes all risk of damage to Grantee's property or injury to Grantee's employees or contractors in the scope of their work for Grantee in or about the Easement Parcel arising from any cause and Grantee hereby waives all claims in respect thereof against Grantor, except to the extent caused by Grantor's gross negligence or willful misconduct. Grantor hereby agrees that Grantee and its officers, employees, agents, representatives and contractors shall have the right of ingress to and egress from the above Easement Parcel with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, install and connect laterals, remove and replace said facilities as may be required from time to time by Grantee.
2. Grantor shall have the right to use the Easement Parcel provided such use shall not unreasonably interfere with Grantee's facilities or with the discharge or the conveyance of water through any waterline installed by Grantee. Grantee shall have the right to clear and remove all trees and obstructions within the Easement Parcel which may 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 waterline and appurtenant parts thereof.
3. Grantor shall not build or construct or permit to be built or constructed any building, or permanent structure over or across the Easement Parcel or lower the contour thereof greater than two feet without the prior written consent of Grantee which consent Grantee shall not unreasonably withhold, delay or condition.
4. Grantee shall indemnify, defend and hold harmless Grantor and its officers, employees, agents, representatives, contractors, and assigns from and against any and all losses, claims, actions, damages, liabilities, penalties, fines, or expenses of any nature whatsoever, including, without limitation, reasonable attorneys' fees and costs suffered, incurred by or asserted against Grantor and its officers, employees, agents, representatives, contractors, and assigns arising from or relating to access to, use of, or activities on the Easement Parcel and/or Grantor's adjacent property by Grantee or its officers, employees, agents, representatives, contractors, and assigns, including but not limited to, the discharge of hazardous substances or the violation of, or failure to comply with governmental permits or requirements.

5. Grantee shall comply and shall cause its contractors to comply with all present and future federal, state and local laws, orders, rules, regulations and requirements of every duly constituted government authority, agency or instrumentally, that may be applicable in respect of this Grant of Easement and the work contemplated hereunder on the Easement Parcel (collectively, "**Laws**"), including all applicable environmental Laws and regulations, including those related to storm water discharge and dust control. Grantee shall be responsible to identify and obtain any permits required for work contemplated hereunder. Grantee shall at all times keep the Grantor's property 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 Grantor's property on account of any act by or on behalf of Grantee, Grantee shall, within 45 days, cause such mechanics' lien to be removed from the Grantor's property.
6. The Easement shall automatically terminate if it is not used for the above stated purpose for a continuous period of one year.
7. The Easement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. Grantee shall not assign, transfer or encumber the Easement or the other rights granted herein without the prior written consent of Grantor, which Grantor shall not unreasonably withhold, delay, or condition. Any assignment, transfer or encumbrance of this Easement or the other rights granted herein shall be made subject to the terms and conditions set forth herein and only upon the express assumption by the assignee, transferee or encumbrances of the covenants contained herein.
8. The property of Grantor shall be restored at Grantee's cost and expense in as good of condition as when the same was entered upon by Grantee or its agents. Within 30 days after construction of the waterline or other appurtenances or after any repair or maintenance activity that requires disturbance of the surface of the Easement Parcel, Grantee shall reclaim the disturbed portion of the Easement Parcel and any of Grantor's affected adjacent lands by grading the area to approximately its natural contour and re-vegetating the area with appropriate plant material. Grantee covenants and agrees that the waterline constructed by Grantee will be structurally strong enough to facilitate the construction of future roads over said Easement Parcel.
9. This Grant of Easement, together with all exhibits and attachments, constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations, verbal or written. No change in, addition to, or waiver of any of the provisions of this Grant of Easement shall be binding upon Grantor unless in writing signed by an authorized representative of Grantor.
10. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, but this instrument shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

11. No waiver of any breach by a party of any of the provisions of this Grant of Easement shall be construed as a waiver of any subsequent breach, whether of the same or of a different provision in this instrument. The parties do not by this instrument, in any way or for any purpose, become partners or joint venturers of each other in the conduct of their respective businesses or otherwise. Nothing in this Grant of Easement is intended to create an enforceable right, claim, or cause of action upon any third party who is not a party hereto.
12. This Grant of Easement shall be construed in accordance with and governed by the laws in the State of Utah.
13. This Grant of Easement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
14. The Easement is accepted by Grantee, subject to all the foregoing terms and conditions, and Grantee agrees to fully comply with, perform, and carry out the same on its part.

[SIGNATURE PAGES FOLLOW]

Grantor and Grantee have executed this Grant of Easement to be effective as of the 26 day of April, 2021.

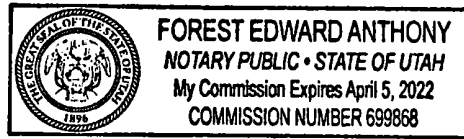
GRANTOR:

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

Approved as to form
RICK FINN/LEGAL
By: [Signature]
Nicole Carlisle Squires
Senior Corporate Counsel
Date: 4.26.21

By: [Signature]
Print Name: Gaby Perrier
Title: Managing Director

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



The foregoing instrument was acknowledged before me this 26 day of April, 2021, by Gaby Perrier, as Managing Director of Kennecott Utah Copper LLC, a Utah limited liability company formerly known as Kennecott Utah Copper Corporation, a Delaware corporation.

[Signature]
NOTARY PUBLIC
Residing at: Salt Lake

My Commission Expires:
4/5/2022

GRANTEE:

Magna Water District, a local district and political subdivision of the State of Utah



By: [Signature]
Print Name: CLINT DILLEY
Title: General Manager

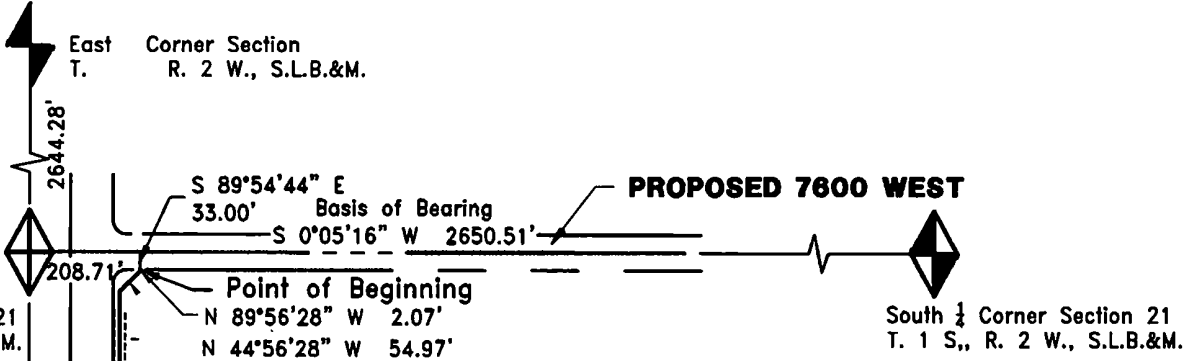
STATE OF UTAH)
) : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 26 day of April, 2021, by [Signature], as General Manager of Magna Water District, a local district and political subdivision of the State of Utah.

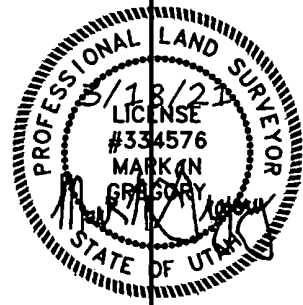
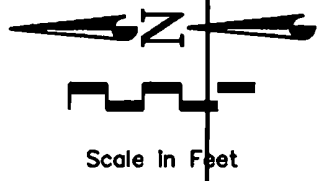
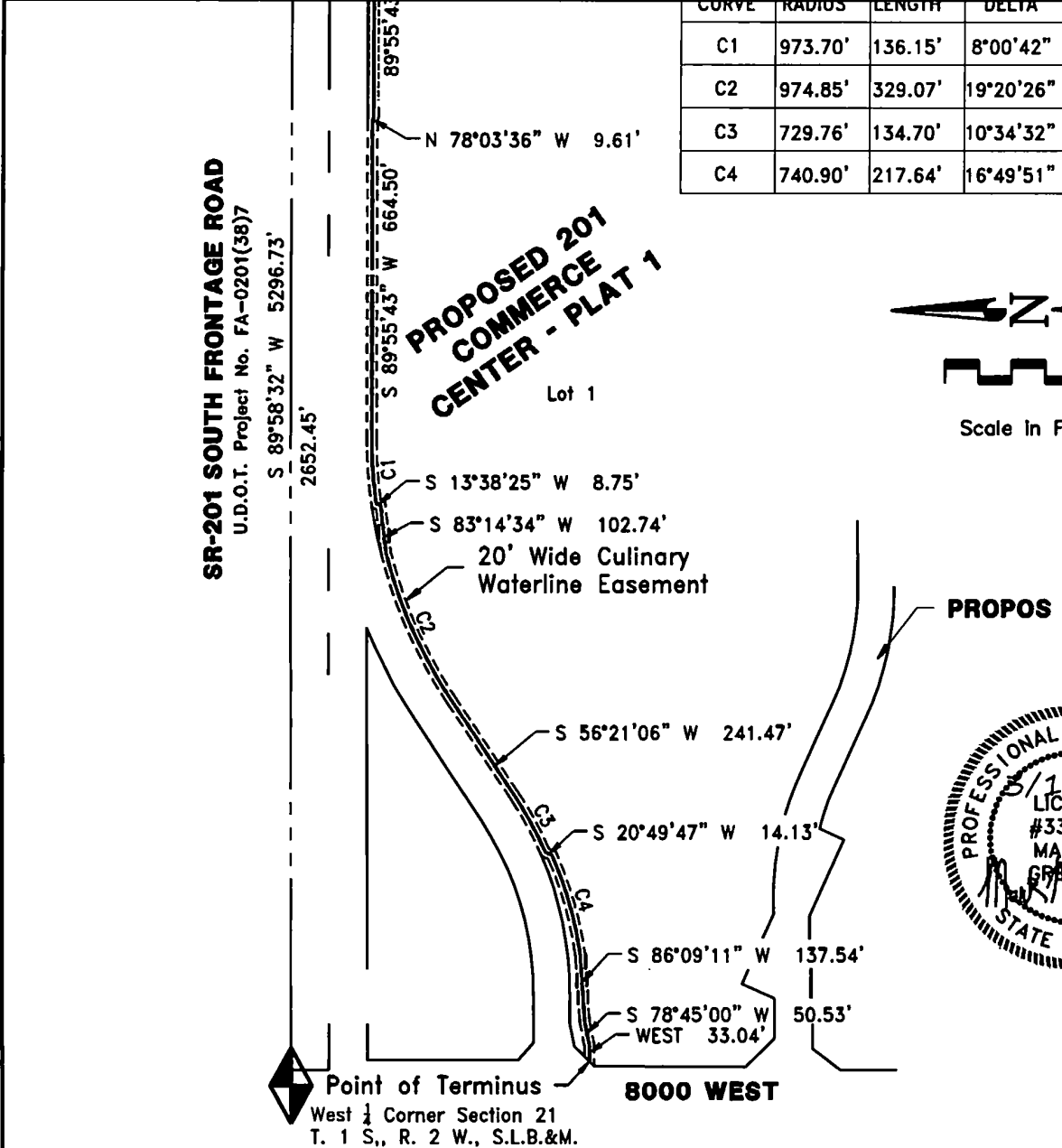
[Signature]
NOTARY PUBLIC
Residing at: 6344 South Lakes Way, West Jordan, UT 84081

My Commission Expires:
8/25/22

EXHIBIT A



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	973.70'	136.15'	8°00'42"	S 85°55'33" W	136.04'
C2	974.85'	329.07'	19°20'26"	S 66°0 5" W	327.5
C3	729.76'	134.70'	10°34'32"	°04'38" W	34.5
C4	740.90'	217.64'	16°49'51"	S 74°07'34" W	6.86'



201 COMMERCE CENTER
INARY WATER EAS

PROJECT NO
S T NO
4 of 4
SCALE: