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

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04/27/2021 09:51 AM \$40.00
Book - 11164 Pg - 1134-1139
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
DOMINION ENGINEERING
5684 S. GREEN STREET
MURRAY UT 84123
BY: ADA, DEPUTY - WI 6 P.

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
(Secondary 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 secondary 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 permanent, non-exclusive easement of varied width 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, described as follows:

BEGINNING at a point South 00°05'16" West 172.27 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 35.33 feet from the Center Quarter Corner of said Section 21, and thence South 89°55'51" West 669.63 feet; thence South 44°55'43" West 7.55 feet; thence South 89°55'43" West 36.23 feet; thence North 44°51'06" West 10.33 feet; thence South 89°55'43" West 515.02 feet to a point of tangency of a 2,213.77 foot radius curve to the left; thence Westerly 184.87 along the arc of said curve through a central angle of 04°47'05" and a long chord of South 87°32'11" West 184.82 feet; thence South 01°04'02" East 11.01 feet; thence South 83°14'47" West 96.14 feet to a point on the arc of a 972.50 foot non-tangent curve to the left; thence Southwesterly 326.09 along the arc of said curve through a central angle of 19°12'43" and a long chord of South 66°04'30" West 324.57 feet; thence South 56°21'08" West 251.24 feet to a point of tangency of a 727.50 foot radius curve to the right; thence Southwesterly 125.76 along the arc of said curve through a central angle of 09°54'16" and a long chord of South 61°18'14" West 125.60 feet; thence South 21°01'40" West 14.09 feet to a point on the arc of a 740.76 foot non-tangent curve to the right; thence

Westerly 220.15 along the arc of said curve through a central angle of 17°01'42" and a long chord of South 74°04'00" West 219.35 feet; thence South 86°06'33" West 138.85 feet; thence South 78°38'09" West 49.08 feet; thence South 89°59'40" West 35.76 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; thence along said line North 44°35'22" East 21.06 feet; thence North 89°59'40" East 19.48 feet; thence North 78°38'09" East 48.57 feet; thence North 86°06'33" East 139.36 feet to a point on the arc of a 725.76 foot non-tangent curve to the left; thence Easterly 209.12 along the arc of said curve through a central angle of 16°30'34" and a long chord of North 74°17'23" East 208.40 feet; thence North 21°01'40" East 10.72 feet to said southerly line of the SR-201 Frontage Road at a point on the arc of a 715.00 foot non-tangent curve to the left; thence along said southerly line the following four courses: 1) Northeasterly 132.27 along the arc of said curve through a central angle of 10°35'59" and a long chord of North 61°39'05" East 132.08 feet, 2) North 56°21'06" East 249.25 feet to a point of tangency of a 985.00 foot radius curve to the right, 3) Northeasterly 577.24 along the arc of said curve through a central angle of 33°34'37" and a long chord of North 73°08'25" East 569.01 feet and 4) North 89°55'43" East 1949.15 feet to a point of tangency of a 25.00 foot radius curve to the right; thence Southeasterly 28.46 along the arc of said curve through a central angle of 65°13'06" and a long chord of South 57°27'43" East 26.95 feet to the POINT OF BEGINNING. Said easement encompasses 41,829 square feet or 0.96 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

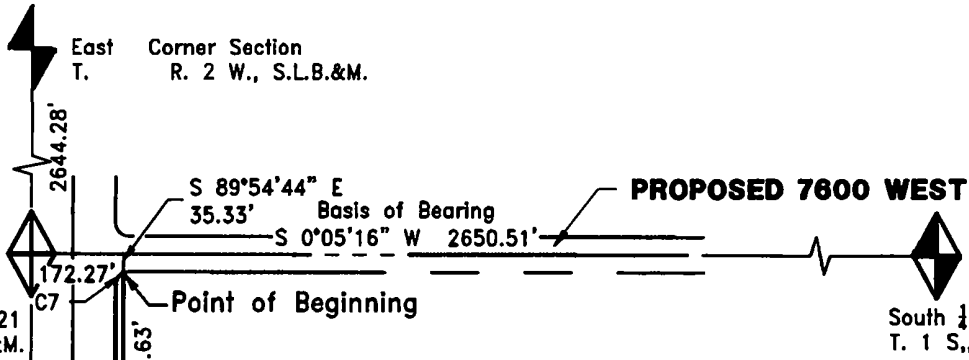
greater than two feet without the prior written consent of Grantee which consent Grantee shall not unreasonably withhold, delay or condition.

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.

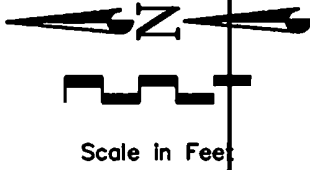
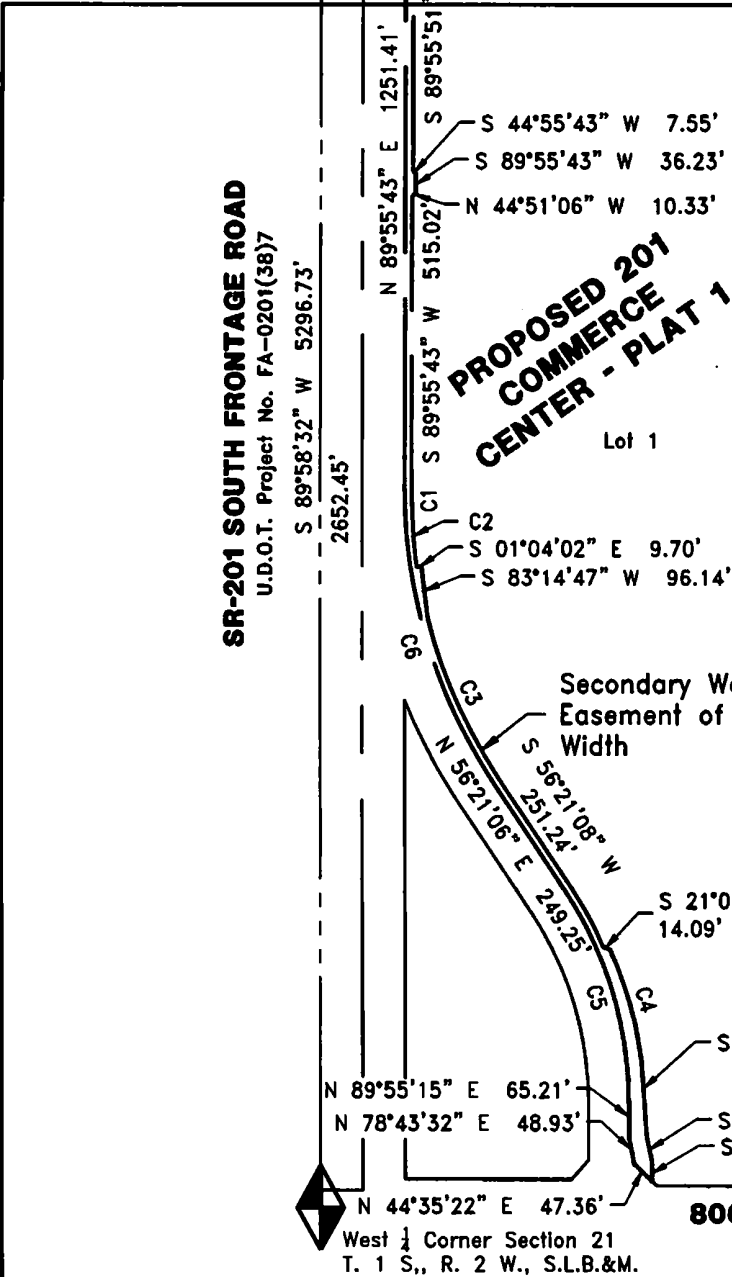
9. This Grant of Easement, together with all exhibits and attachments, constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations, verbal or written. No change in, addition to, or waiver of any of the provisions of this Grant of Easement 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]

EXHIBIT A



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	2213.77'	124.97'	3°14'04"	S 88°18'41" W	124.96'
C2	849.10'	59.99'	4°02'54"	S 84°40'12" W	59.98'
C3	972.50'	326.09'	19°12'43"	S 66°04'30" W	324.57'
C4	740.76'	220.15'	17°01'42"	S 74°04'00" W	.35'
C5	715.00'	418.91'	33°34'09"	N 73°08'10"	412.95'
C6	985.00'	577.24'	33°34'37"	73°08'25"	569.0'
C7	25.00'	28.46'	65°13'07"	57°27'44"	26.95'



201 COMMERCE CENTER

SECONDARY WATER EAS

PROJECT NO.

T NO 5 of 5

SCALE: