

7
WHEN RECORDED, MAIL TO:

Salt Lake City Corporation
Attn: Karryn Greenleaf
1530 South West Temple
Salt Lake City, Utah 84115

13975078 B: 11351 P: 1218 Total Pages: 7
06/24/2022 02:34 PM By: asteffensen Fees: \$0.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: SALT LAKE CITY CORPORATION
1530 S. WEST TEMPLE KARRYN GREENLEAF SALT LAKE CITY, UT 84115



Space above for County Recorder's Use
Affects a portion of Tax Parcel No. 07-22-300-009-4001

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“**Easement Agreement**”), entered into and to be effective as of June __, 2022 (the “**Effective Date**”), by and between KENNECOTT UTAH COPPER LLC, a Utah limited liability company, as GRANTOR, with an address of 4700 W. Daybreak Parkway, Suite 3S, South Jordan, UT 84095, and SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, as GRANTEE, whose address is 451 South State Street, Salt Lake City, UT 84111, with reference to the following:

A. In connection with the development of the north-west quadrant of Salt Lake City, Grantee desires to acquire certain easements on, over, and through portions of Grantor property for storm and surface water drainage improvements and Grantor is willing to grant to Grantee a limited easement (the “**Easement**”), more particularly described on Exhibit A attached hereto and made a part hereof, subject to the terms and conditions of this Easement Agreement.

B. Grantee agrees, among other things, to limit use of the Easement for storm water management for the benefit of the Salt Lake City municipal storm water and flood control system and for the benefit of Grantor’s retained lands located in the vicinity of the Property (“**Grantor Lands**”) as more particularly described on Exhibit B attached hereto and made a part hereof.

C. Grantor now desires to convey to Grantee the Easement that is or are to be incorporated into the Salt Lake City municipal storm water and flood control system, and Grantee desires to accept conveyance and ownership of the Easement.

1. Conveyance. FOR THE SUM OF TEN DOLLARS, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the covenants in this Easement Agreement, Grantor hereby grants and conveys against all claiming by, through or under it to Grantee, the Easement for storm and surface water drainage purposes subject to the reservations, covenants, conditions and restrictions set forth herein. Grantor hereby reserves any and all water and water rights, if any, however evidenced and whether or not appurtenant to the Easement, relating to or connected with the Easement, including stock in water companies.

2. Title to Easement. The Easement is conveyed SUBJECT TO (a) all reservations, covenants, conditions, restrictions, encumbrances, easements, rights-of-way and other matters of record or would be revealed by a diligent inspection or survey of the Easement; (b) all taxes and

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assessments for the current year and thereafter; (c) all federal, state and local zoning, building, subdivision, land sales, land use, ecology, environmental protection and other laws, ordinances rules and regulations of governmental authorities, including those of any and all regulatory agencies and administrative officials having or asserting jurisdiction over the Easement; (d) all matters that a physical inspection or accurate survey of the Easement would disclose; and (e) the reservations, covenants, conditions and restrictions set forth in this Easement Agreement.

3. Grantee Covenants. Grantee hereby covenants and agrees: (a) not to use or develop the Easement for any purpose other than for storm water management together with accessory and supporting uses and facilities; (b) that no portion of the Easement shall be used for residential housing or the placement or construction of any residential buildings, structures, or similar improvements; (c) to accept full responsibility for any maintenance of the Easement, as necessary or required in the Grantee's sole discretion; and (d) to contain storm and surface waters managed by Grantee within the Easement and not on the Grantor Lands.

4. Liability for Acts Prior to Execution. Grantee is a governmental entity under the Governmental Immunity Act of Utah, *Utah Code Ann.* § 63G-7-101, *et seq* (the "Act"). To the extent not inconsistent with the terms of the Act, each party is responsible for negligent acts committed by it or its agents, officials or employees on or related to the Easement arising prior to the Effective Date.

5. Reservation of Easements. Grantor hereby reserves a perpetual right-of-way and easement on, over, across, through and under the Easement for (a) use, construction, improvement, maintenance, replacement, repair and protection of future and existing access roads for ingress and egress to the Grantor Lands and for future and existing utilities for the benefit of the Grantor Lands, so long as such easement does not unreasonably interfere with the free flow of storm water managed by the Grantee's Department of Public Utilities and that engineering plans for material changes to or installation of Grantor's facilities have been reviewed and approved by Grantee's Department of Public Utilities which approval shall not be unreasonably withheld, delayed or conditioned; and (b) surface water drainage onto the Easement from the Grantor Lands.

6. Condition of Easement. Grantee hereby covenants and agrees that Grantee is acquiring the Easement "AS IS AND WHERE IS, WITH ALL FAULTS," in its state and condition as of the Effective Date. Grantee hereby acknowledges and agrees there are no oral agreements, warranties or representations, collateral to or affecting the Easement by Grantor, any agent, employee or representative of Grantor or any third party. Grantor shall not be liable or bound in any manner by any oral or written statements, representations or information pertaining to the Easement furnished by any agent, employee, servant or other person. Grantee assumes all responsibility for all liabilities and damages caused by, relating to or arising out of any condition of the Easement or any liability relating thereto (including, without limitation, environmental investigation and remediation expenses), whether now existing or hereafter arising, and covenants and agrees to indemnify, defend and hold harmless Grantor and its parents, affiliates, subsidiaries, and their respective officers, agents, directors, and employees therefrom. Grantee further covenants and agrees not to sue Grantor or its parents, affiliates, subsidiaries, and their respective officers, agents, directors, and employees related to or arising out of the condition of the Easement or any liability relating thereto including, without limitation, the existence of Hazardous Substances (defined below) whatsoever, on, at, to, in, above, about, under, from or in the vicinity

of the Easement. The term “**Hazardous Substances**” will mean and be interpreted broadly to include any material or substance that is defined, regulated or classified under any and all federal, state and local laws, orders, rules, regulations and requirements, including without limitation, as: (i) a “hazardous substance” pursuant to section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601(14), section 311 of the Federal Water Pollution Control Act, 33 U.S.C. § 1321, as now or hereafter amended; (ii) a “hazardous waste” pursuant to section 1004 or section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6903, 6921, as now or hereafter amended; (iii) a toxic pollutant under section 307(a)(1) of the Federal Water Pollution Control Act, 33 U.S.C. § 1317(a)(1); (iv) a “hazardous air pollutant” under section 112 of the Clean Air Act, 42 U.S.C. § 7412, as now or hereafter amended; (v) a “hazardous material” under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. App. § 1802(4), as now or hereafter amended; (vi) a toxic or hazardous material or substance pursuant to regulations promulgated now or hereafter under the aforementioned laws or any state or local counterpart to any of the aforementioned laws; (vii) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances, or regulations, as now or as may be passed or promulgated in the future; or (viii) any substance or energy that after release into the environment and upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer, or genetic abnormalities. Hazardous Substances specifically includes asbestos, polychlorinated biphenyls, radioactive materials including naturally occurring radionuclides, petroleum and petroleum-based derivatives, and urea formaldehyde.

7. No Indemnification. Grantee hereby covenants and agrees that it has inspected the Easement with respect to environmental conditions and agrees that by accepting this Easement Agreement, it accepts the Easement in such condition. Subject to the Act, Grantee hereby waives any and all rights to indemnification, express or implied, statutory or common law, it might otherwise have against Grantor relating to any such environmental contamination.

8. Binding Effect. The parties expressly covenant and agree that the covenants and restrictions in this Easement Agreement shall benefit the Grantor Lands and burden the Easement. The parties expressly covenant and agree that the covenants and restrictions in this Easement Agreement shall run with the land, and be binding not only on Grantee, but on any authorized successor in interest of Grantee, or any party taking title through Grantee. This Easement Agreement shall extend to and be binding upon, and every benefit and burden hereof shall inure to or apply against, the parties hereto and their respective successors and assigns.

9. General Provisions. Grantee agrees that the failure of Grantor to insist upon the strict performance of any of the covenants, conditions and restrictions in this Easement Agreement shall not be construed as a waiver of any such covenants, conditions and restrictions or for any subsequent failure. This Easement Agreement may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument.

This Easement Agreement is executed and delivered to be effective as of the Effective Date.

GRANTOR:

Approved as to form:
Nicole Carlisle
Squires

Digitally signed by Nicole Carlisle Squires
Date: 2022.06.13 18:59:17 -06'00'

KENNECOTT UTAH COPPER LLC, a Utah limited liability company

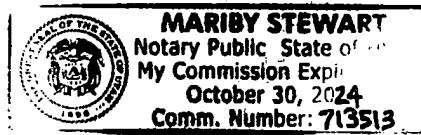
By: [Signature]
Print Name: Gaby Poirier
Title: Managing Director

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

The foregoing instrument was acknowledged before me this 15th day of June, 2022, by Gaby Poirier, as Managing Director of KENNECOTT UTAH COPPER LLC, a Utah limited liability company.

[Signature: Mariby Stewart]
NOTARY PUBLIC
Residing at: Salt Lake, South Jordan, UT

My Commission Expires:
30 Oct 2024



GRANTEE:

SALT LAKE CITY, a municipal corporation of the State of Utah

By: *Rachel Otto*
Print Name: RACHEL OTTO
Title: ACTING MAYOR

ATTEST AND COUNTERSIGNED:

Cindy Trishman
City Recorder

Approved as to form:
Salt Lake City Attorney's Office

ER Vetter
Rusty Vetter

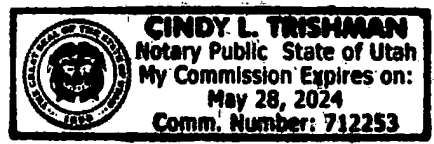
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STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 23rd day of June, 2022, by Rachel Otto and *[Signature]*, as Acting Mayor and City Recorder, respectively, of SALT LAKE CITY, a municipal corporation of the State of Utah.

Cindy Trishman
NOTARY PUBLIC
Residing at: Salt Lake County

My Commission Expires:
May 2024



**EXHIBIT A
TO
EASEMENT AGREEMENT**

Legal Description of the Easement

7200 West Outfall – Kennecott Utah Copper LLC

12/04/2018

A perpetual easement, upon part of an entire tract of land situate in the East 1/2 of Section 21 and the Northwest 1/4 of Section 22, Township 1 North, Range 2 West, Salt Lake Base and Meridian, in Salt Lake County, Utah.

The boundaries of said perpetual easement of land are described as follows:

Beginning at a point 149.95 feet North 00°15'41" East along the section line and 160.24 feet North 89°44'23" West from the Southeast corner of said Section 21; and running thence North 89°44'23" West 80.11 feet; thence North 02°44'47" West 1138.10 feet; thence North 04°27'57" West 320.01 feet; thence North 09°48'04" West 1131.91 feet; thence South 89°42'06" East 524.44 feet; thence South 89°52'39" East 1423.86 feet; thence South 00°07'21" West 80.00 feet to the quarter section line of said Section 22; thence along said quarter section line North 89°52'39" West 1423.99 feet; thence North 89°42'06" West 429.05 feet; thence South 09°48'04" East 1040.13 feet; thence South 04°27'57" East 324.94 feet; thence South 02°44'47" East 1143.50 feet to the point of Beginning.

The above described perpetual easement contains 355,997 square feet in area or 8.17 acres.

**EXHIBIT B
TO
EASEMENT AGREEMENT**

Legal Description of the Grantor Lands

The following parcels owned by Grantor located in Salt Lake County, Utah:

Parcel 1: (07223000094001, 07223000094002)

Beginning at the Southwest corner of Section 22, Township 1 North, Range 2 West, Salt Lake Base and Meridian; thence North 89°53'00" East 3691.8 feet; thence North 0°08'06" West 60.34 feet; thence South 89°51'54" West 245.26 feet; thence North 17°15'39" West 131.27 feet; thence North 2°54'36" West 130.6 feet; thence North 29°08'08" West 162.13 feet; thence North 3°16'26" East 175.49 feet; thence North 29°54'36" East 111.55 feet; thence North 26°14'55" West 96.8 feet; thence North 11°44'16" West 150 feet; thence North 10°45'29" East 253.97 feet; thence South 78°32'13" West 219.9 feet; thence South 65°54'04" West 67.66 feet; thence South 35°20'26" West 83.32 feet; thence South 38°04'35" West 117.19 feet; thence South 58°52'23" West 150.39 feet; thence North 85°13'53" West 147.6 feet; thence North 62°15'28" West 136.47 feet; thence North 53°26'09" West 101.76 feet; thence North 51°41'57" West 98.07 feet; thence North 50°23'39" West 333.84 feet; thence South 71°44'27" West 938.46 feet; thence North 79°49'41" West 1503.51 feet; thence North 4°42'24" West 324.82 feet; thence North 10°02'36" West 1040.7 feet; thence North 89°56'47" West 885.19 feet; thence South 0°02'13" West 2640.66 feet; thence South 89°58'19" East 1314.79 feet to the point of beginning.

Parcel 2: (07281010030000)

Beginning at the Southwest corner of Section 28, Township 1 North, Range 2 West, Salt Lake Base and Meridian; thence North 0°16'47" East 2640.72 feet; thence North 0°21'31" East 2640.84 feet; thence North 0°17'57" East 2643.20 feet; thence South 89°42'07" East 3942.48 feet; thence South 0°16'33" West 2640.47 feet; thence South 89°44'16" East 1314.42 feet; thence South 0°12'52" West 2639.82 feet; thence North 89°45'06" West 56.721 feet; thence South 0°08'33" West 530.99 feet; thence southeasterly along a 5924.796 feet radius curve to the left, (chord bears South 3°40'16" East, 788.16 feet); thence South 7°29'05" East 217.21 feet; thence southeasterly along a 6075 feet radius curve to the right, 808.71 feet (chord bears South 3°40'16" East); thence South 0°08'33" West 249.93 feet; thence South 89°50'11" East 2562.63 feet; thence South 89°50'44" East 1446.542 feet; thence South 0°09'38" West 50.98 feet; thence North 89°50'44" West 1446.665 feet; thence North 89°50'45" West 2637.76 feet; thence North 89°45' West 2640.32 feet; thence North 89°45'50" West 2633.91 feet to beginning.

Parcel 3: (07161010014001, 07161010014002)

Beginning at the Northwest corner of Section 16, Township 1 North, Range 2 West, Salt Lake Base and Meridian; thence South 89°48'46" East 2641.12 feet; thence South 0°26'59" West 2646.85 feet; thence South 89°44' East 2627.74 feet; thence South 0°23'53" West 2650.87 feet; thence South 89°54'12" East 2646.16 feet; thence South 0°16'55" West 2640.27 feet; thence North 89°52'38" West 2647.67 feet; thence North 89°42'07" West 2628.16 feet; thence North 89°42'07" West 2628.36 feet; thence North 0°17'52" East 2643.84 feet; thence North 0°17'36" East 2643.84 feet; thence North 0°18'17" East 2642.78 feet to beginning.

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B-1