

WHEN RECORDED, RETURN TO

Miller Harrison, LLC

Attn: D. Ryan Robison

5292 College Drive, Suite 304

Murray, UT 84123

Tax Parcels 05-027-0-0029, 05-034-0-0064, 05-034-0-0081, 05-034-0-0104, 05-034-0-0105, 05-034-0-0106 and 21-068-0-0601

## MODIFICATION OF EASEMENT AGREEMENT

THIS MODIFICATION OF EASEMENT AGREEMENT (the "Agreement"), made and entered into on the date of execution listed below by and between Penelope Rose, LLC, a Utah limited liability company (the "Grantor"), whose address is 336 W. Broadway, Suite #110, Salt Lake City, UT 84101, and Kennecott Utah Copper, LLC (the "Grantee"), whose address is 4700 Daybreak Parkway, South Jordan, Utah 84009.

### RECITALS

A. The Grantor is the owner of certain real property located in Tooele County, Utah (the "Grantor's Property"), and more particularly described as follows:

#### Legal Description:

#### **PHASE 13 of the WILD HORSE RANCH SUBDIVISION** **LOTS 102-132**

A portion of the SW1/4 of Section 9 and the NW1/4 of Section 16, Township 2 South, Range 4 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point Southeasterly line of that Real Property described in Deed Entry No. 335721 of the Official Records of Tooele County located S89°42'06"W along the Section line 717.38 feet and South 95.03 feet from the North 1/4 Corner of Section 16, T2S, R4W, SLB&M; thence along said deed the following (2) two courses: 1) N27°19'59"E 585.85 feet; 2) N50°41'33"W 54.00 feet to the southerly line of that Real Property described in Deed Entry No. 380004 of the Official Records of Tooele County; thence N38°59'38"E along said deed 488.99 feet to the southerly line of that Real Property described in Deed Entry No. 329649 of the Official Records of Tooele County; thence S74°38'58"E along said deed 46.17 feet; thence S06°52'01"W 268.49 feet; thence Easterly along the arc of a non-tangent curve to the right having a radius of 130.00 feet (radius bears: S06°52'01"W) a distance of 7.69 feet through a central angle of 03°23'24" Chord: S81°26'16"E 7.69 feet; thence S79°44'34"E 29.75 feet; thence S10°15'26"W 60.00 feet; thence S14°35'31"W 100.29 feet; thence S27°18'58"W 457.27 feet; thence S09°07'10"E 16.72 feet; thence S26°51'57"E 160.00 feet; thence S63°08'03"W 96.60 feet; thence S70°35'46"W 112.27 feet; thence S24°05'51"E 114.48 feet; thence N63°08'36"E 22.95 feet; thence S26°51'45"E 160.24 feet; thence N63°08'19"E 163.48 feet;

thence S26°51'41"E 80.00 feet to the Easterly Corner of Lot 230, OLD MILL P.U.D. Phase 2, according to the Official Plat thereof on file in the Office of the Tooele County Recorder; thence along said plat the following (3) three courses: 1) S63°08'19"W 140.58 feet; 2) S26°51'41"E (plat: S26°51'57"E) 82.00 feet; 3) S54°40'48"E (plat: S54°41'04"E) 9.84 feet to the northerly right-of-way line of Porter Way as described and dedicated as part of STARSIDE PHASE 2-PARCEL 9 P.U.D. according to the Official Plat thereof on file in the Office of the Tooele County Recorder; thence S62°48'02"W (plat: S62°47'46"W) along said plat 270.65 feet; thence along the arc of a curve to the right with a radius of 15.00 feet a distance of 23.70 feet through a central angle of 90°32'03" Chord: N71°55'57"W 21.31 feet; thence N26°39'55"W 59.32 feet; thence along the arc of a curve to the right with a radius of 15.00 feet a distance of 23.56 feet through a central angle of 90°00'00" Chord: N18°20'05"E 21.21 feet; thence N26°39'55"W 80.00 feet; thence S63°20'05"W 153.87 feet; thence N00°49'35"W 571.61 feet to the point of beginning.

Contains: 10.33 acres+/-

#### **PARCEL A AND LOT 101**

A portion of the NW1/4 of Section 16, Township 2 South, Range 4 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located S89°42'06"W along the Section line 596.01 feet and South 716.71 feet from the North 1/4 Corner of Section 16, T2S, R4W, SLB&M; thence S26°39'55"E 60.16 feet; thence along the arc of a curve to the right with a radius of 15.00 feet a distance of 23.42 feet through a central angle of 89°27'57" Chord: S18°04'03"W 21.11 feet to the northerly right-of-way line of Porter Way as described and dedicated as part of STARSIDE PHASE 2-PARCEL 9 P.U.D. according to the Official Plat thereof on file in the Office of the Tooele County Recorder; thence S62°48'02"W along said right-of-way and extension thereof 222.61 feet; thence N27°10'09"W 18.60 feet; thence S62°34'10"W 21.27 feet; thence Northeasterly along the arc of a non-tangent curve to the left having a radius of 194.00 feet (radius bears: N45°51'46"W) a distance of 82.40 feet through a central angle of 24°20'06" Chord: N31°58'12"E 81.78 feet; to a point of reverse curvature; thence along the arc of a curve to the right having a radius of 114.00 feet a distance of 86.62 feet through a central angle of 43°31'56" Chord: N41°34'07"E 84.55 feet; thence N63°20'05"E 95.54 feet; thence along the arc of a curve to the right with a radius of 15.00 feet a distance of 23.56 feet through a central angle of 90°00'00" Chord: S71°39'55"E 21.21 feet to the point of beginning.

Contains: 18,443 square feet or 0.42 acres+/-

A Portion of Serial Nos. 05-027-0-0029; 05-034-0-0081, and; 05-034-0-0104, and

All of Serial No. 05-034-0-0105.

B. The Grantee is the holder of all rights described as belonging to the Garfield Water Company, a corporation of the State of New York, in that certain document entitled Right of Way Deed ("ROW"), recorded in the Offices of the Tooele County Recorder as Entry No. 234818 in Book F of Miscellaneous at Page 106 on August 27, 1953. The ROW purports to grant a perpetual right-of-way and easement over, upon and across the following property, as described in the ROW:

Legal Description: Said property, being a strip of land fifty feet in width, is situate in the Southwest Quarter of Section 9, Township two South, Range four West, Salt Lake Base and Meridian, Tooele County, State of Utah, and is more particularly described as follows:

Beginning at a point in the South line of said Section 9, said point being situate East 1815.9 feet from the Southwest corner of said Section 9; thence North 39° 33' East 894.4 feet, more or less to a point in Grantor's Northerly property line; thence along said Northerly property line South 72° 34' East 54.0 feet; thence South 39° 33' West 873.4 feet, more or less to a point in said South line of said Section 9; thence along said South line of said Section West 64.9 feet, more or less to the point of beginning, containing 1.01 acres, more or less.

C. A portion of the perpetual right-of-way and easement described in the ROW is located on the Grantor's Property;

D. Grantor is the process of re-platting Grantor's Property prior to developing Grantor's Property or selling Grantor's Property for development;

E. Grantor and Grantee desire that Grantee vacate, release, remove, abrogate, abandon and forever waive Grantee's rights as described in the ROW and as such rights may exist presently (to the extent they exist presently) from the area of Grantor's Property described in the ROW and only that portion of the property described in the ROW that is located on Grantor's Property;

F. In exchange for the release described in Recital E above, Grantor desires to grant a modified easement for ingress and egress over and through Grantor's Property to Grantee, and Grantee desires to receive the same;

G. NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties agree as follows:

### **EASEMENT AGREEMENT**

1. **Grant of Easement.** The Grantor hereby grants to Grantee a non-exclusive right-of-way and easement for the purpose of ingress and egress (the "Easement") over and across all roads as shown on: (1) the Wild Horse Ranch Phase 13 Subdivision Final Plat; (2) the Wild Horse Ranch Phase 14 Subdivision Final Plat; (3) the Wild Horse Ranch Phase 15 Subdivision Final Plat, and; (4) the Wild Horse Ranch Phase 16 Subdivision Final Plat (collectively, the "Roads"), all plats attached hereto as Exhibit A and recorded in the Offices of the Tooele County Recorder.

Additionally, Grantor hereby grants to Grantee a non-exclusive easement to access certain “discharge points” as the same are described in that certain Stormwater Easement Agreement entered into by and between Grantor and Grantee, with such Stormwater Easement Agreement being recorded in the Offices of the Tooele County Recorder or to be recorded in said Offices. Grantee’s use of this easement shall not unreasonably interfere with the “Discharge Easement” as the same is described in the Stormwater Easement Agreement. The discharge points are described as follows, with each Lot described below corresponding to a Lot within the Wild Horse Ranch Subdivision as shown on the plats attached hereto as Exhibit A:

- a. Discharge Point #1 – located on the boundary shared or to be shared by Lot 1318 and Lot 1319;
- b. Discharge Point #2 – located on the boundary shared or to be shared by Lot 1426 and Lot 1427;
- c. Discharge Point #3 – located on the boundary shared or to be shared by Lot 1611 and Lot 1612;
- d. Discharge Point #4 – located on the boundary shared or to be shared by Lot 1604 and Lot 1605.

The Roads and the Discharge Points shall be referred to hereinafter as the “Easement Area”.

2. **Vacation of Prior Easement.** Grantee warrants and represents that, through the documents attached as Exhibit B to this Agreement, it owns all rights to the easement and right-of-way described in the ROW. All portions of such easement and/or right-of-way as described in the ROW located on Grantor’s Property are hereby vacated, released, removed, abrogated, abandoned, forever waived and deemed void and of no further force and effect by Grantee. The parties hereto agree that Grantor’s Property is hereby made free from any and all restrictions, burdens, easements, rights-of-way and covenants described in the ROW. The area so vacated is depicted on Exhibit C hereto. All portions of the easement and right-of-way described in the ROW that are not located on Grantor’s Property shall be unaffected hereby. Any other easements held by Grantee in relation to Grantor’s Property that are not expressly affected by the terms of this Agreement shall be unaffected hereby, including but not limited to any rights held by Grantee by virtue of that certain easement referenced in Entry No. 295840, recorded in the Offices of the Tooele County Recorder on Dec. 21, 1971.

3. **Warranty of Title.** The Grantor warrants that the Grantor is the owner of the interest hereby conveyed and that the Grantor has the right to make this conveyance, and covenants that the Grantee, its successors and assigns, shall quietly enjoy the Easement Area for the uses herein stated. Grantee warrants that Grantee is the owner of the rights vacated in Section 2 hereof, and that Grantee has the right to effectuate such actions described in said Section.

4. **Covenant Not to Disturb.** The Grantor further covenants that it will not unreasonably interfere with the exercise by Grantee or its invitees, contractors, agents or licensees of the easement rights described herein as pertaining to the Easement Area.

5. **Covenants Run with the Land.** The agreements, conditions, covenants and promises contained in this Agreement are intended to be covenants running with the land. The rights created herein shall not be terminated by reason of sale, transfer, mortgage or lease of the Grantor’s Property.

6. **Payment of Taxes.** The Grantee shall have no obligation to pay any taxes, assessments or other fees associated with the Easement Area.

WITNESETH:

Micah W. Peters  
Signed with **Stavvy**

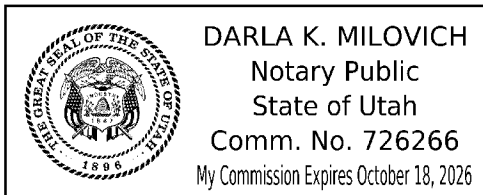
MICAH PETERS AS OWNER OF *Grantor*

08/16/2024

Date

State of Utah )  
 ) ss  
County of Salt Lake )

On 16th day of August, 2024, personally appeared before me MICAH PETERS the signer of the above document, who duly acknowledged to me that he executed the same. This act was performed via remote online audio-visual communication.



Notarized remotely via audio/video communication using Stavvy

Darla K. Milovich

Signed with **Stavvy**

Notary Public

R. Russell Smith  
KENNCOTT UTAH COPPER, LLC  
BY: ROB RUSSELL SMITH  
ITS: VP FINANCE

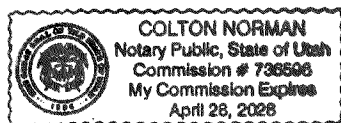
Approved as to Form: Rasmussen, Eliot (RTS)

Date

8/14/2024

State of Utah )  
 ) ss  
County of Salt Lake )

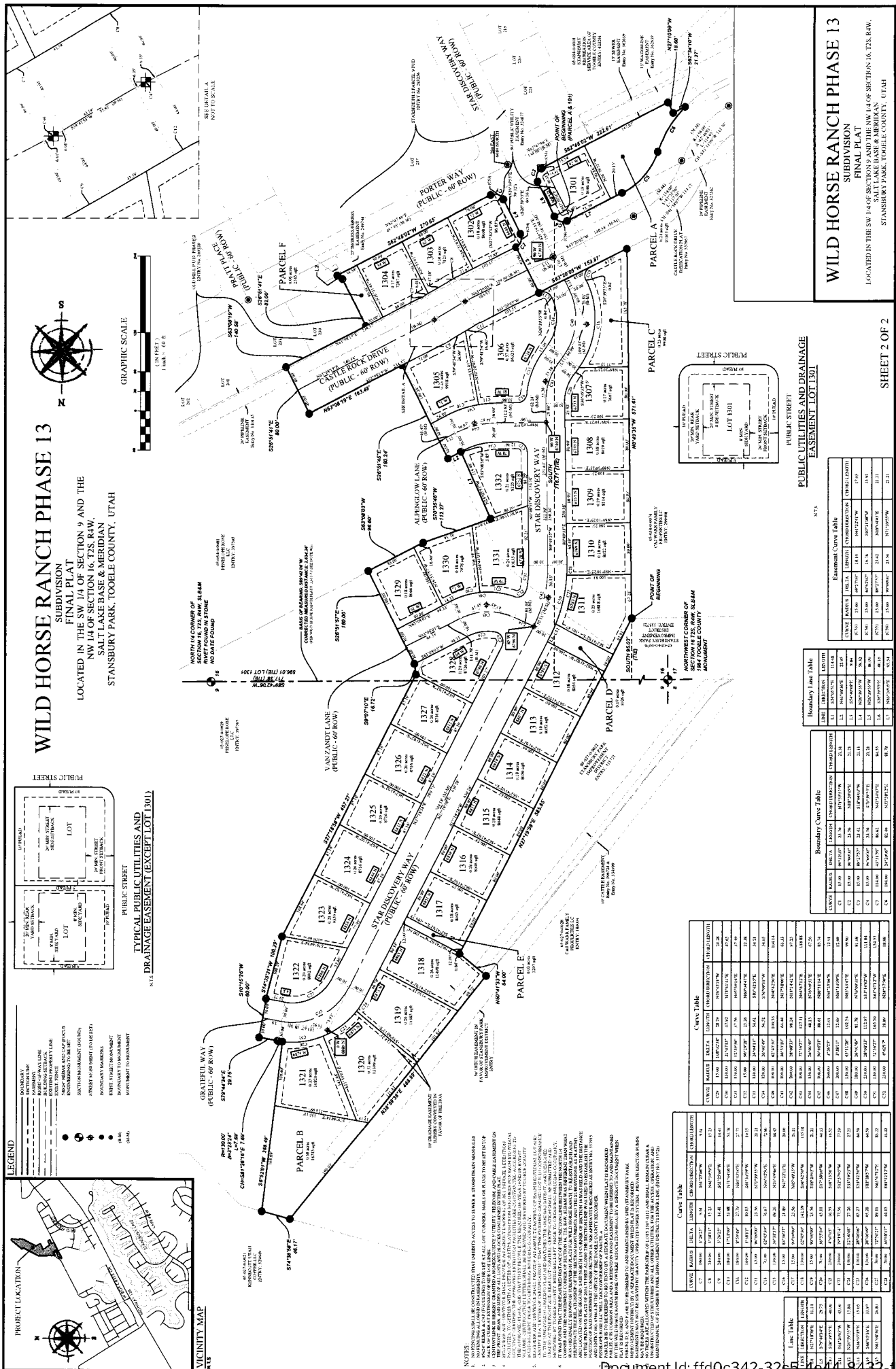
On 14th day of August, 2024, personally appeared before me Rob Russell-Smith a signer of the above document, who duly acknowledged to me that they executed the same.



Colton M.  
Notary Public

**EXHIBIT “A”**









DocumentId: ffd0c342-32c5-4e44-8432-b7320df872d



**EXHIBIT “B”**

G-2-C

1859611

JUL 27 1962  
 Recorded \_\_\_\_\_ at \_\_\_\_\_  
 Request of U. M. C. E. S.  
 Fee Paid. Nellie M. Jack.  
 Recorder, Salt Lake County, Utah  
 \$ \_\_\_\_\_ By \_\_\_\_\_ Deputy  
 Ref. \_\_\_\_\_

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D-925

THIS INDENTURE, made this 4th day of December,

1961, by and between GARFIELD WATER COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New York, Grantor, and KENNECOTT COPPER CORPORATION, a corporation of the same State, duly qualified under the laws of the State of Utah in said last named State to engage in business, Grantee, WITNESSETH That:

WHEREAS, Grantee is the owner of all the issued and outstanding capital stock of Grantor, and it is the desire of both parties that Grantor be liquidated and dissolved and forthwith transfer to Grantee, its sole stockholder, all Grantor's assets, subject to Grantee's assumption of whatever undertakings or liabilities of Grantor there may be.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration to Grantor paid by Grantee, the receipt whereof by Grantor is hereby acknowledged, Grantor does by these presents grant, bargain, sell, remise, quitclaim, assign and set over unto Grantee, its successors and assigns, forever, all the following described property, both real and personal, to wit:

IA

All those certain tracts of land situated in Township 2 South, Range 4 West, S.L.B. & M., in Tooele County, State of Utah, particularly described as follows:

1. Lots 1, 2, 3, 4; the Southeast quarter of Southeast quarter; the Southwest quarter of Southeast quarter of Section 5.
2. Also, North half and Southeast quarter of Section 8.



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3. Also Northeast quarter of Northeast quarter, South half of Northeast quarter, Northeast quarter of Southeast quarter, South half of Northwest quarter, West half of Southwest quarter, Section 9.
4. Also all that part of the West half of Southeast quarter and the East half of Southwest quarter, Section 9, lying North of what is known as and called Mill Creek or Ditch.
5. Also South half of Northwest quarter, North half of Southwest quarter, Section 10.
6. Also, beginning at Southwest corner of the Northwest quarter of Section 3; thence East 240 rods; thence North 136 rods; thence Southwest 258 rods, to a point North 43 rods from point of beginning and on West Section line, thence South to point of beginning. Also North half Southwest quarter; Southwest quarter of Southwest quarter; Northwest quarter of Southeast quarter, Section 3.
7. Also Lots 3, 4, the West half of Southwest quarter and the East half of Southwest quarter of Section 4.
8. Also North half of Northwest quarter and Northwest quarter of Northeast quarter of Section 9.
9. Also Northwest quarter of Northwest quarter; the Northwest quarter of Northeast quarter; the South half of Northeast quarter; the West half of Southeast quarter; and the Southeast quarter of Southeast quarter of Section 10.

B

All those certain tracts of land situated in Section 21, Township 1 South, Range 2 West, S.L.B. & M., in Salt Lake County, State of Utah, particularly described as follows:

1. Southwest quarter of Northeast quarter<sup>①</sup> and the West half of Southeast quarter of Northeast quarter; also beginning at the Southeast corner of Southwest quarter of Section 21, thence West 60 rods, thence North 160 rods, thence East 30 rods, thence South 80 rods, thence East 30 rods, thence South 80 rods to the place of beginning; also North half of the West 50 rods of the Southwest quarter, except that tract described as:

1916 7:488

Beginning at a point situated North 89° 42' East 990.0 feet and South 86.3 feet from the West quarter corner of said Section 21, said point being the Northeast corner of Grantor's land and on the South line of right of way for Utah State Highway, known as F.A.P. No. 218; thence along Grantor's East boundary line South 1107.2 feet, more or less, to the Northerly line of right of way for Grantor's Riter Canal; thence along said Northerly right of way line North 65° 51' West 361.6 feet; thence North 959.5 feet, more or less, to said South line of right of way for said Utah State Highway; thence along said South line of right of way North 89° 42' East, 330.0 feet, more or less, to the point of beginning, containing 7.83 acres, more or less.

2. Also, commencing 30 rods North from Southeast corner of Southeast quarter, thence North 50 rods, thence West 160 rods, thence South 50 rods, thence East 160 rods to the place of beginning.
3. Also the Northeast quarter of Southeast quarter, Section 21.

The above lands are subject to the following easements for a public highway, Right of Way F.A.P. No. 218, described as follows in the respective deeds and agreements, to wit:

That certain right of way deed and agreement from Garfield Water Company to Salt Lake County, dated April 29, 1935, as follows:

Beginning at a point in the East boundary of Grantor's land situated West 33 feet and South 50 feet from the East quarter corner of the aforesaid Section 21; thence South 89°42' West 1287 feet, more or less, to a point in the West boundary of Grantor's land; thence North along said West boundary 100 feet; thence North 89°42' East 660 feet, more or less, to Grantor's East boundary line; thence South along said East boundary 50 feet to a point in the North boundary of Grantor's land; thence along said North boundary 627 feet, more or less, to a point in the East boundary of Grantor's land; thence South along said East boundary 50 feet, more or less, to the place of beginning, containing 2.20 acres, more or less.

And beginning at a point in the West boundary of Grantor's land situated South 55.5 feet and East 1650 feet, more or less, from the West quarter cor-

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ner of the aforesaid Section 21; thence North 89°42' East 495 feet, more or less, to a point in the East boundary of Grantor's land; thence along said East boundary North 54.7 feet to a point in North boundary of Grantor's land; thence along said North boundary West 495 feet, more or less, to a point in West boundary of Grantor's land; thence along said West boundary South 55.5 feet to the place of beginning, containing 0.63 acres, more or less.

And beginning at a point in Grantor's West boundary line situated South 57.8 feet and East 33 feet, more or less, from the West quarter corner of the aforesaid Section 21; thence North 89°42' East 957 feet, more or less, to a point in the East boundary of Grantor's land; thence along said East boundary North 56.3 feet to a point in the North boundary of Grantor's land; thence along said North boundary West 957 feet, more or less, to a point in West boundary of Grantor's land; thence along said West boundary South 57.8 feet, more or less, to the place of beginning, containing 1.25 acres, more or less.

That certain right of way agreement and grant from Garfield Water Company to the State Road Commission of Utah, dated November 6, 1944, and recorded as Document No. 998571 in the office of the County Recorder of Salt Lake County, Utah, in Book 419, at page 547, as follows:

Beginning at a point in the East boundary of Grantor's land situated West 33.0 feet, more or less, and South 50.0 feet from the East quarter corner of Section 1, which is the Southeast corner of property over which a perpetual easement for a public highway was heretofore granted by Grantor to Salt Lake County, a municipal corporation of the State of Utah, by that certain Right of Way Deed And Agreement dated April 29, 1935; running thence along the South line of said easement heretofore granted, South 89°42' West, 1287.0 feet, more or less, to a point in the West boundary of Grantor's land; thence along said West boundary, South 30.0 feet; thence North 89°42' East, 1287.0 feet, more or less, to a point in the East boundary of Grantor's land; thence along said East boundary, North 30.0 feet to the place of beginning, containing 0.886 acre, more or less.

And beginning at a point in the West boundary of Grantor's land situated South 55.5 feet and East



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1650.0 feet, more or less, from the West quarter corner of the aforesaid Section 21, which is the Southwest corner of property over which a perpetual easement for a public highway was heretofore granted by Grantor to Salt Lake County, a municipal corporation of the State of Utah, by that certain Right of Way Deed And Agreement dated April 29, 1935; running thence along the South line of said easement heretofore granted, North 89°42' East, 495.0 feet, more or less, to a point in the East boundary of Grantor's land; thence along said East boundary, South 30.0 feet; thence South 89°42' West, 495.0 feet, more or less, to a point in the West boundary of Grantor's land; thence along said West boundary, North 30.0 feet to the place of beginning, containing 0.341 acre, more or less.

And beginning at a point in the West boundary of Grantor's land situated South 57.8 feet and East 33.0 feet, more or less, from the West quarter corner of the aforesaid Section 21, which is the Southwest corner of property over which a perpetual easement for a public highway was heretofore granted by Grantor to Salt Lake County, a municipal corporation of the State of Utah, by that certain Right of Way Deed And Agreement dated April 29, 1935; running thence along the South line of said easement heretofore granted, North 89°42' East, 957.0 feet, more or less, to a point in the East boundary of Grantor's land; thence along said East boundary, South 30.0 feet; thence South 89°42' West, 957.0 feet, more or less, to a point in the West boundary of Grantor's land; thence along said West boundary, North 30.0 feet, to the place of beginning, containing 0.659 acre, more or less.

C

All those certain tracts of land situated in Section 15, Township 1 South, Range 3 West, S.L.B. & M., in Salt Lake County, State of Utah, particularly described as follows:

1. Beginning at a point situated North 0°16'52" West 175.1 feet from the Witness Corner situate North 0°16'52" West 660 feet from the Southwest corner of Section 15, and South 89°34' West 3971.33 feet from the center of the hub of Garfield, an unincorporated sub-division of a portion of Sections 14, 15, 22 and 23, T.1 S., R.3 W., S.L.M.; and running thence along

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the West line of said Section 15 North 0°16'52" West 1611.0 feet to a point in the Southeasterly line of the right of way conveyed by Garfield Improvement Company to Los Angeles and Salt Lake Railroad Company in that certain Quitclaim Deed dated May 31, 1918, recorded in Book 10 T of Deeds at pages 3 and 4 of the records of Salt Lake County, Utah; thence along said right of way line North 54°12' East 1510.9 feet; thence continuing along said right of way line South 35°48' East 50.0 feet; thence continuing along said right of way line North 54°12' East 1009.0 feet to a point in the Southwesterly boundary of the tract of land conveyed by said Garfield Improvement Company to Utah Copper Company in that certain Quitclaim Deed dated May 31, 1918, recorded in Book 10 T of Deeds at pages 2 and 3 of the records of Salt Lake County, Utah; thence along said Southwesterly boundary on a curve to the left, with radius of 1055.56 feet, tangent to a course of South 21°48' West, 1035.0 feet; thence continuing along said Southwesterly boundary on a curve to the left, with radius of 3223.36 feet, 1521.0 feet; thence continuing along said Southwesterly boundary South 61°13' East 2980.0 feet; thence South 50°54' West 625.7 feet to a point situated North 50°54' East 135 feet from the center of Alaska Avenue of said Garfield Sub-division; thence parallel to center of said Alaska Avenue North 39°06' West 746.7 feet to a point 33 feet Northerly from the center of U. S. Highway No. 50; thence North 84°05' West 27.6 feet to the Southeast corner of the right of way for pumping plant conveyed by said Garfield Improvement Company to Utah Copper Company in that certain Quitclaim Deed dated June 29, 1936, recorded in Book 190 of Deeds at pages 71 and 72 of the records of Salt Lake County, Utah; thence along the Easterly line of said right of way for pumping plant, North 5°55' East 52 feet to the Northeast corner of said right of way for pumping plant; thence along the Northerly line of said right of way for pumping plant, North 84°05' West 21.2 feet to a point in the right of way for water-way conveyed by said Garfield Improvement Company to Garfield Water Company, Grantor herein, in that certain Quitclaim Deed dated June 15, 1936, recorded in Book 188 of Deeds at page 83 of the records of Salt Lake County, Utah; thence along said right of way for water-way, on a curve to the left with radius of 319.62 feet, tangent of a course of North 6°21' East, 212.2 feet; thence continuing along said right of way for water-way North 31°41' West 21.2 feet; thence

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continuing along said right of way for water-way on a curve to the left with radius of 637.28 feet, 437.0 feet; thence continuing along said right of way for water-way North  $71^{\circ}01'$  West 52.2 feet; thence continuing along said right of way for water-way, on a curve to the left with a radius of 2864.93 feet, 383.3 feet; thence continuing along said right of way for water-way, North  $78^{\circ}41'$  West 80.8 feet to a point on the North said of 22nd Avenue of said Garfield Sub-division; thence along said North side of 22nd Avenue, North  $84^{\circ}06'$  West 1786.8 feet to a point on the Westerly side of L Street, of said Garfield Sub-division; thence along said Westerly side of L Street, South  $5^{\circ}54'$  West 572.0 feet to a point on the Northerly side of Garfield Avenue of said Sub-division; thence along said Northerly side of Garfield Avenue, North  $84^{\circ}06'$  West 933.3 feet; thence South  $81^{\circ}29'$  West along the Northerly right of way line of U.S. Highway No. 50 (called "County Road" upon the plat of said Garfield Sub-division), 1252.6 feet to the place of beginning, containing 148.92 acres. (Includes 5.45 acres in Section 14, Township 1 South, Range 3 West).

2. Also, beginning at a point in the West line of said Section 15, said point also being in the South-westerly line of the Garfield Cut-Off Highway right of way and being situate South, 43.6 feet from the Northwest corner of said Section 15; thence along said Garfield Cut-Off Highway right of way line, South  $40^{\circ}20'$  East, 1674.9 feet and South  $36^{\circ}21'$  East, 431.2 feet, more or less, to a point in the Northwesterly line of the Western Pacific Railroad Company's right of way; thence along said right of way line, South  $54^{\circ}12'$  West, 1651.7 feet, more or less, to the West line of said Section 15; thence along said West line North, 2590.2 feet, more or less, to the point of beginning, containing 40.4 acres, more or less.
3. Also, beginning at a point situate North  $66^{\circ}51'$  East, 2352.2 feet from the Southwest corner of said Section 15, said point being in the Northerly right of way line of U. S. Highway 50; thence North  $4^{\circ}54'$  East, 572.0 feet; thence South  $84^{\circ}06'$  East, 1786.8 feet; thence South  $78^{\circ}41'$  East, 80.8 feet; thence on a curve right, radius 2864.93 feet, a distance of 383.3 feet; thence South  $71^{\circ}01'$  East, 52.2 feet; thence on a curve right, radius 637.28 feet, a distance of 437.0 feet; thence South  $31^{\circ}41'$  East, 21.2 feet; thence on a curve right, radius

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319.62 feet, a distance of 212.2 feet; thence North  $84^{\circ}05'$  West, 31.0 feet; thence South  $5^{\circ}55'$  West, 52.0 feet, more or less, to a point on the Northerly right of way line of said U.S. Highway 50; thence along said right of way line North  $83^{\circ}56'$  West, 2708.0 feet, more or less, to the point of beginning, containing 33.65 acres, more or less.

The above lands are subject to the following easements for a public highway, known as W.P.G.S. Project No. 201, described as follows in that certain right of way deed and agreement from Garfield Improvement Company to Salt Lake County, dated November 9, 1936, recorded May 26, 1960, in the office of the Recorder of Salt Lake County, Utah, in Book 1713, pages 553-556, and designated as Document No. 1718259, to wit:

Beginning at a point in northerly right of way of Magna-Toele Highway (Federal Aid Project No. 39) situated 3941 feet East and 697 feet North from the SW corner of Section 15, T. 1 S., R. 3 W., S. L.E. & M.; thence along said northerly right of way line of said highway S.  $83^{\circ}53'$  E. 72.6 feet; thence N.  $40^{\circ}20'$  W. 2227.5 feet, to a point in the south-westerly right of way line of the Bingham and Garfield Railway Company's Main Line; thence north-westerly along said railway right of way line 510.4 feet on a curve to the right with radius of 3225.37 feet, tangent at its point of beginning to a course of N.  $44^{\circ}52'$  W.; thence N.  $40^{\circ}20'$  W. 567.4 feet; thence N.  $36^{\circ}49'$  W. 407.2 feet to a point in the southeasterly right of way line of the Union Pacific Railroad Company, Southwestern District; thence along said railroad right of way line S.  $54^{\circ}27'$  W. 75.3 feet to a point situated 1812.0 feet South and 1567.2 feet East from the NW corner of said Section 15, as defined by a cedar post having position of North 81161.47 feet and West 4846.23 feet with reference to the base and meridian of Grantor's system of triangulation and rectangular coordinates; thence continuing along said railroad right of way line S.  $54^{\circ}27'$  W. 75.3 feet; thence S.  $43^{\circ}45'$  E. 419.7 feet; thence S.  $40^{\circ}20'$  E. 733.1 feet; thence 1907 feet on a curve to the right with radius of 905.37 feet, tangent at its point of beginning to a course of S.  $40^{\circ}20'$  E.; thence S.  $80^{\circ}21'$  W. 709.5 feet; thence S.  $9^{\circ}39'$  E. 17.0 feet to a

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point in the northerly right of way line of Highway F.A. Project No. 39; thence 272.0 feet along the said northerly right of way line of Highway F. A. Project No. 39, on a curve to the right, with radius of 988.37 feet, tangent at its point of beginning to a course of N. 80°21' E.; thence along the said northerly right of way line of Highway F. A. Project No. 39, S. 83°53' E. 168.6 feet, thence N. 80°21' E. 278.7 feet; thence 1665.4 feet on a curve to the left with radius of 1005.37 feet, tangent at its point of beginning to a course of N. 80°21' E.; thence S. 40°20' E. 2029.3 feet to a point in said northerly right of way line of Highway F. A. Project No. 39; thence along said northerly right of way line of Highway F.A. Project No. 39 S. 83°53' E. 72.5 feet to the point of beginning.

And also - Beginning at the NW corner of Section 15, T. 1 S., R. 3 W., S.L.B. & M., as hereinafter defined and located, thence easterly along the north line of said Section 15 122.7 feet; thence S. 40°20' E. 1647.4 feet; thence S. 44°12' E. 444.6 feet to a point in the northwesterly right of way line of the Western Pacific Railroad Company; thence along said right of way line of the Railroad Company S. 54°27' W. 80.3 feet to a point situated 1621.0 feet South and 1405.0 feet East from the NW corner of said Section 15; thence continuing along said right of way line of the Railroad Company, S. 54°27' W. 80.3 feet; thence N. 36°21' W. 431.2 feet; thence N. 40°20' W. 1674.9 feet to a point in the West line of said Section 15; thence north along said west line of Section 15 43.6 feet to the point of beginning.

And also - Beginning at the NW corner of Section 15, T. 1 S., R. 3 W., S.L.B. & M. as hereinafter defined and located, thence South along the East line of Section 16, T. 1 S., R. 3 W., S.L.B. & M., 43.6 feet; thence N. 40°20' W. 57.1 feet; thence along the North line of said Section 16 East 36.9 feet to the point of beginning.

## II

All those certain rights of way, privileges and easements in Tooele and/or Salt Lake Counties, State of Utah, particularly described and recorded in said counties, respectively, as follows:

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1. Those certain perpetual easements and rights of way for a pipe line or other conduit for the conveyance of water, 33 feet in width along the course over which it is presently in use, in and across those certain tracts of land particularly described in the several conveyances, dated and recorded in the records of Tooele County, Utah, as follows:

<u>Date of Conveyance</u>	<u>Recorded</u>
June 30, 1906	Book 3C, page 232,
July 9, 1906,	Book 3C, page 240,
July 9, 1906,	Book 3C, page 241,
July 9, 1906,	Book 3C, page 242,
July 9, 1906,	Book 3C, page 242,
July 11, 1906,	Book 3C, page 245,
July 12, 1906,	Book 3C, page 245,
July 20, 1906,	Book 3C, page 248,
Oct. 31, 1906,	Book 3C, page 359.

2. That certain perpetual right of way and easement for a pipe line or other aqueduct for the conveyance of water, 33 feet in width, 16-1/2 feet on each side of a center line described as follows:

Commencing at a point 545 feet North of the Southeast corner of the Northwest quarter of Section 21, Township 1 South, Range 2 West, thence South 78°40' West across said Northwest quarter to a point on the West line of said Northwest quarter, 16-1/2 feet North of Southeast corner of said Northwest quarter of Section 21.

The remainder of this right of way follows on and along the County Highway to Grantor's property.

Date of Conveyance - September 20, 1906.  
Recorded in Book 7N, page 121, of the records  
of the Recorder of Salt Lake County, Utah.

3. That certain perpetual right of way and easement for the construction, maintenance, repair, renewal and use of water-way, composed of iron pipe culverts and earth canal as presently constructed and in use by Grantor over and across Grantor's land in Salt Lake County, State of Utah, upon and along the following particularly described center line of said water-way, to wit:

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Beginning at a point located in the West line of the Southeast quarter of the Southeast quarter of Section 16, Township 1 South, Range 3 West, S. L. M., situated South 17° 54' 20" West 4273.1 feet from section corner common to Sections 9-10-15 and 16, T. 1 S., R. 3 W., S.L.M., defined by a cedar post having position North 81161.47 feet and West 4846.23 feet with reference to the base and meridian of Utah Copper Company's system of triangulation and rectangular coordinates; thence North 80° 53' East 2903.3 feet; thence on a curve right, radius 1432.69 feet, 510.8 feet; thence South 78° 41' East 2078.8 feet; thence on a curve right, radius 2864.93 feet, 383.3 feet; thence South 71° 01' East, 52.2 feet; thence on a curve right, radius 637.28 feet, 437.0 feet; thence South 31° 41' East 21.2 feet; thence on a curve right, radius 319.62 feet, 221.3 feet to a point situated South 46° 36' 51" East 6755.0 feet from the aforesaid section corner common to Sections 9-10-15 and 16, T. 1 S., R. 3 W., S.L.M.

4. The following additional easements and rights of way acquired by Grantor by indenture or other conveyance, to wit:

<u>Grantor</u>	<u>Date of Instrument</u>	<u>Record</u>
Ed Cassity and Doneta Castagno Cassity, Stanley Castagno, Zelma Rose Castagno	July 22, 1953	Tooele County, Book 4-F of Deeds, p. 105-106.
Ed Cassity and Doneta Castagno Cassity	July 22, 1953	Tooele County, Book 4-F of Deeds, p. 103-104.
Samuel W. Clark Ada P. Clark	July 22, 1953	Tooele County, Book 4-F of Deeds, p. 106.
Thomas E. Jeremy	Aug. 10, 1953	Tooele County, Book 4-F of Deeds, p. 103.

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Together with all flumes, ditches, dams, reservoirs, settling ponds, pipe lines, pumps, plants, and all easements and rights of way, privileges, facilities and appurtenances of any and every name, kind or nature, wherever situate and for whatever purpose used or useful, whether in the diversion, regulation, control, conveyance, distribution or use of water or for the measurement thereof or otherwise used or useful in or pertaining to Grantor's plants or operations or any thereof.

### III

#### Water and Rights to the Use of Water

##### A

All those certain water rights, water claims, applications to appropriate water and filings upon water acquired, filed or made in the office of the State Engineer of the State of Utah, by Grantor or its predecessors in interest:

#### 1. Domestic Water Supply:

<u>Number of Wells</u>	<u>Application Numbers</u>	<u>State Engineer's Certificate Nos.</u>
43	Underground Water Claims Nos. 2387-2431	Filed in Office of the State Engineer
11	Underground Water Claims) Nos. 2432-2442 )	Filed in Office of the State Engineer
1	Underground Water Claim ) No. 19231 )	



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<u>Number of Wells</u>	<u>Application Numbers</u>	<u>State Engineer's Certificate Nos.</u>
1	12165	3692
1	12166	3696
1	12167	3698
1	12168	3699
1	12169	3710
1	12170	3711
1	12202	3712
1 20" Well	20218	5071

2. Industrial Water Supply:

<u>Source</u>	<u>Location</u>	<u>Applica- tion No.</u>	<u>State En- gineer's Cert. No.</u>
<u>Factory Creek:</u>	Sec.10, T.2 S., R.		
	4 W., Tooele County		
Springs		706	941
Springs		8524	978
Springs		11282	2234

Mill Pond: Sec.16, T.2 S., R.  
(Springs) 4 W., Tooele County

Grantor is the owner of 199 & 41/60 shares of E. T. Irrigating Canal Company, an Utah corporation. The right of E. T. Irrigating Canal Company, and others interested, is defined by Findings of Fact and Conclusions of Law and Decree in the suit of "Garfield Water Company, a corporation, and E. T. Irrigation Company, a corporation, Plaintiffs, vs. Richville Milling Company, a corporation, Defendant", in the District Court of Tooele County, State of Utah, made and entered the 19th day of June, 1911.

Castagno Ranch:

Springs	Tooele County	11873	Proof sub- mitted - Certificate Pending.
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Garfield Wells: Tooele County

No. 1 - 20" S.45°21'E.5535.7'  
from NW corner Sec.  
15, T.1 S., R.3 W.

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<u>Source</u>	<u>Location</u>	<u>Applica- tion No.</u>	<u>State En- gineer's Cert. No.</u>
<u>Garfield Wells (Continued):</u>			
No. 2 - 20"	S.42°24'E.4046.3' from NW corner Sec. 15, T.1 S., R.3 W.	12430 ✓	3600
" 4 - 20"	S.39°19'53"E.3056.8' from NW corner of Sec. 15, T.1 S., R. 3 W.		
Same Wells #1, 2, 4	Salt Lake County	14139 ✓	5146
No. 5 - 20"	S.1570' and E.1050' from NW corner Sec. 15, T.1 S., R. 3 W.		
" 6 - 20"	S.1391' and E.2177' from NW corner Sec. 15, T.1 S., R.3 W.	26395 ✓	Pending
" 7 - 20"	S.2770' and E. 500' from NW corner Sec. 15, T.1 S., R.3 W., Salt Lake County.		
<u>Spitz Springs</u>	Salt Lake County	10515 a1133 a1338	2013 & a73
<u>Kastler Springs</u>	Salt Lake County	11100 a1336	2288

B

All waters, water rights and water sources acquired by deed, contract, use or appropriation, consisting of or pertaining to those certain tracts of land, particularly described in the following quitclaim deeds from American Smelting and Refining Company to Grantor herein, dated and recorded as follows:

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<u>Dated</u>	<u>Recorded</u>
1 - September 30, 1906	November 5, 1906, Book 3C, page 285, Tooele County, Utah.
2 - September 30, 1906	November 5, 1906, Book 3C, page 285, Tooele County, Utah.
3 - November 18, 1906	December 7, 1906, Book 3C, page 486, Tooele County, Utah.
4 - September 28, 1906	November 5, 1906, Book 3C, page 285, Tooele County, Utah.
5 - September 28, 1906	October 25, 1906, Book 7J, page 127, Salt Lake County, Utah.
6 - November 30, 1906,	December 20, 1906, Book 7J, page 243, Salt Lake County, Utah.
7 - May 5, 1906	May 5, 1906, Book 7N, page 9, Salt Lake County, Utah.

Together with all Grantor's right, title and interest in and to any and all waters not hereinbefore described granted and conveyed, however said waters and rights thereto shall have been acquired and in whatever form owned or claimed, whether by ownership of or right in lands or by virtue of development, use, application to appropriate, certificate or any other manner of appropriation, including all percolating waters and all waters flowing either upon or beneath the surface, in channels known or unknown, defined or undefined, together with the right to develop, take, appropriate, use and consume the same.

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IV

All the records, maps, plats, files and reports of Grantor, and all telephone lines, electric transmission lines, feeder lines and substations, all buildings, residences, offices and warehouses, structures, superstructures, supplies, repair parts, tools, equipment and materials, shops, plants and other improvements, works and fixtures of any and every nature wheresoever situated, including but not limited to, those constructed or located on, or attached to, any of the property herein described.

Together with all and singular each and every item of property, real, personal and mixed, tangible and intangible, present and future, contingent and vested, of every kind and nature, wherever situated, not hereinbefore described, it being Grantor's intention to, and Grantor does hereby transfer, sell and convey unto Grantee, in addition to that hereinbefore described, all other property wherein Grantor may be or become interested, wherever situated and whatever its nature.

Subject to all public highways, railroad, gas, power, telephone and other easements and rights of way, and all ground leases and licenses for any purpose heretofore granted and conveyed by Grantor, and all lawful rights, privileges, grants, exceptions, reservations, restrictions, covenants and conditions heretofore granted, incurred or made by Grantor, including, but not limited to, those set forth and

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defined in the several instruments hereinbefore enumerated and referred to.

TO HAVE AND TO HOLD all and singular the above granted premises, together with the appurtenances and every part thereof, unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed in duplicate by their respective officers thereunto duly authorized and their corporate seals to be hereunto affixed, as of the day and year first hereinabove written.

ATTEST:

GARFIELD WATER COMPANY,

*O. C. Nelson*  
Secretary.

By *J. J. [unclear]*  
President.

ATTEST:

KENNECOTT COPPER CORPORATION,

*Paul [unclear]*  
Assistant Secretary.

By *[unclear]*  
President.

APPROVED  
Person [unclear] & [unclear]  
*[unclear]*

KENNECOTT COPPER CORPORATION  
UTAH COPPER DIVISION  
APPROVED

*a. J. [unclear]*  
Division Chief [unclear]

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STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

On this 22<sup>nd</sup> day of December, 1961, personally appeared before me J. P. O'KEEFE, who, being by me duly sworn, did say that he is the President of GARFIELD WATER COMPANY, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said J. P. O'Keefe acknowledged to me that said corporation executed the same.

My commission expires:

Margaret W. Hansen  
NOTARY PUBLIC  
Residing at Salt Lake City, Utah

August 23, 1963

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) ss.

On this 15<sup>th</sup> day of December, 1961, personally appeared before me FRANK R. MILLIKEN, who, being by me duly sworn, did say that he is the President of KENNECOTT COPPER CORPORATION, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said FRANK R. MILLIKEN acknowledged to me that said corporation executed the same.

262697

No.

RECORDED AT THE REQUEST OF  
W. M. Bels  
DATE 22-9-13-1962 TIME 10:25 PM  
BOOK 25 PAGE 19 FILE 26-70  
James E. Heston  
Notary Public, New York County

Robert J. C. C. C. C.  
NOTARY PUBLIC

ROBERT J. ALEXANDER  
Notary Public, State of New York  
No. 03-004050  
Qualified in New York County  
Certificate filed in New York County  
Commission Expires March 30, 1962

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714 Thomas Blay

**EXHIBIT “C”**

