

15

WHEN RECORDED RETURN TO:

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

13057353
08/22/2019 03:41 PM \$0.00
Book - 10819 Pg - 6277-6291
RASHELLE HOBS
RECORDER, SALT LAKE COUNTY, UTAH
MAGNA WATER DISTRICT
PO BOX 303
MAGNA UT 84044-0303
BY: DCP, DEPUTY - WI 15 P.

Space above for County Recorder's Use

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "**Agreement**") is made effective as of the 7 day of ~~February~~^{March}, 2019 (the "**Effective Date**"), by and between Kennecott Utah Copper LLC, a Utah limited liability company formerly known as Kennecott Utah Copper Corporation ("**Grantor**"), and Magna Water District, a political subdivision of the State of Utah, as Grantee ("**Grantee**"), with reference to the following facts:

- A. Grantor owns certain real property located in Salt Lake County, Utah ("**Grantor Property**").
- B. Concurrently with this Agreement, Grantor conveyed to Grantee an approximate 4.45 acre parcel of real property located in Salt Lake County, Utah ("**Grantee Property**") more particularly described on Exhibit A attached hereto and made part hereof.
- C. Grantee intends to construct on the Grantee Property a secondary irrigation water storage reservoir together with certain related facilities.
- D. In connection with the secondary irrigation water storage reservoir, Grantee desires to obtain from Grantor certain easements on portions of the Grantor Property and Grantor is willing to grant to Grantee the easements subject to the terms and conditions of this Agreement.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

- 1. Definitions. In addition to the terms defined elsewhere in this Agreement, for purposes of this Agreement, the following terms are defined as follows:
 - (a) "**Easement**" or "**Easements**" means individually the Utility Easement or the Temporary Construction Easement and collectively the Utility Easement and the Temporary Construction Easement.
 - (b) "**Easement Parcel**" or "**Easement Parcels**" means individually the Utility Easement Parcel or the Temporary Construction Easement Parcel and collectively the Utility Easement Parcel and the Temporary Construction Easement Parcel.
 - (c) "**Environmental Law**" means all applicable Laws now existing or hereafter promulgated by any governmental body that relate in each case to the protection of the

environment including without limitation, environmental, health or safety laws, regulations, governmental authorizations, ordinances, and rules, and the common law relating to the use, refinement, recycling, handling, treatment, removal, storage, production, manufacture, transportation, disposal, emissions, discharges, releases or threatened releases of Hazardous Substances, or otherwise relating to pollution or protection of human health or the environment or to emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or wastes into the environment (including, without limitation, ambient air, soil, surface water, ground water, wetlands, natural resources, land surface or subsurface strata), or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, chemicals or industrial, toxic or Hazardous Material or wastes, as the same may be amended or modified, and as now existing or hereafter adopted.

(d) **“Grantee Facilities”** means collectively the Water Storage Facility, the Utility Line and all other facilities, accessories and improvements installed and owned by Grantee.

(e) **“Grantee Parties”** means Grantee and its parents, subsidiaries and affiliates and each of their respective directors, officers, employees, agents, contractors, subcontractors, advisors, consultants or representatives.

(f) **“Grantor Parties”** means Grantor and its parents, subsidiaries and affiliates and each of their respective directors, officers, employees, agents, contractors, subcontractors, advisors, consultants or representatives.

(g) **“Hazardous Substances”** shall be interpreted broadly to include any material or substance that is defined, regulated or classified under Environmental Laws, 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.

(h) **“Laws”** means collectively 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 Agreement.

(i) **“Party”** or **“Parties”** means individually Grantor or Grantee and collectively Grantor and Grantee.

(j) **“Parcel”** or **“Parcel”** means individually the Grantor Property or the Grantee Property and collectively the Grantor Property and the Grantee Property.

(k) **“Temporary Construction Easement”** means a non-exclusive temporary easement for construction.

(l) **“Temporary Construction Easement Parcel”** means an approximate 5.8 acre portion of the Grantor Property more particularly described on Exhibit D attached hereto and made part hereof.

(m) **“Utility Easement”** means a non-exclusive perpetual easement for the Utility Line.

(n) **“Utility Easement Parcel”** means a ten (10) foot wide portion of the Grantor Property more particularly described on Exhibit C attached hereto and made part hereof.

(o) **“Utility Line”** means collectively an underground water pipeline with serving the Grantee Property together with all necessary and proper conduits, boxes and related accessories.

(p) **“Water Storage Facility”** means the approximate 20-acre foot secondary irrigation water storage reservoir together with all necessary outbuildings, security fence and other improvements that Grantee intends to install, maintain and operate on the Grantee Property as depicted on Exhibit B attached hereto and made part hereof.

2. Grant of Easements.

(a) Subject to the terms and conditions set forth in this Agreement, Grantor hereby grants and conveys against all those claiming by, through or under Grantor to Grantee the Utility Easement on, over, under, across and through the Utility Easement Parcel for the sole purpose of installing, operating, maintaining, repairing and replacing the Utility Line. The use of the Utility Easement Parcel by any Grantee Party shall be in a manner calculated to cause the least inconvenience to the ownership, use and enjoyment by Grantor of the Utility Easement Parcel and other property of Grantor, consistent with the practical use and occupancy thereof by Grantee for the purposes above stated.

(b) Subject to the terms and conditions set forth in this Agreement, Grantor hereby grants and conveys against all those claiming by, through or under Grantor to Grantee, during periods of construction, the Temporary Construction Easement for the purpose of construction of the Utility Line and Water Storage Facility. The Temporary Construction Easement shall automatically expire upon completion of construction of the Utility Line and Water

Storage Facility. Within thirty (30) days of the expiration of the Temporary Construction Easement, Grantee, at its sole expense, shall repair any and all damage to existing utility lines and facilities, refill all excavations made by Grantee, grade and replace soil, re-seed the area, replace and/or repair irrigation systems, and otherwise restore the Temporary Construction Easement as near as reasonably possible to its pre-construction condition.

3. Condition of Easement Parcels. Grantee accepts the Easement Parcels and all aspects thereof "AS IS", "WHERE IS", without warranties, either express or implied, "with all faults", including but not limited to both latent and patent defects, and the existence of Hazardous Substances, if any. Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Parcels, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the Easements are granted to Grantee subject to: (a) any state of facts which an accurate ALTA/NSPS survey (with Table A items) or physical inspection of the Easement Parcels might show, (b) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (c) all reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity.

4. Reservation. Grantor reserves unto itself forever, the right to use and cross over or under the Easement Parcels, to place or grant other easements on, along, across, or under the Easement Parcels, and to otherwise make use of and improvements to the Easement Parcels provided that the Grantor shall not unreasonably impede Grantee's use of the Easements. Grantor reserves the right and privilege at any and all times hereinafter, to discharge through the air upon each and every portion of the Easement Parcels, any and all gases, dust, dirt, fumes, particulates and other substances and matter which may be released, given, thrown or blown off, emitted or discharged in the course of, by, or through the existence of or operations of any and all smelting plants, reduction works, mines, mills, refineries, manufactories, tailing deposits and other works and factories which now are, or which may hereafter at any time be established or operated by Grantor, its successors, grantees, tenants or assigns, within Salt Lake County, Utah.

5. Relocation. Grantee, its successors and assigns, shall not oppose, hinder or interfere with Grantor's use and development of the Grantor Property. Grantor shall have the right, from time to time, upon one hundred twenty (120) days written notice to Grantee, to relocate the Utility Line in whole or part to another portion of the Grantor Property provided that: (a) Grantor shall be responsible for the costs and expenses associated with relocating the Utility Line; (b) the relocated Utility Line provides substantially equivalent drainage; and (c) Grantor shall provide Grantee a reasonable alternative easement for the Utility Line. If Grantor elects to relocate the Utility Line or any portion thereof, Grantor and Grantee shall execute, acknowledge and record, in the official records of the Salt Lake County Recorder's Office, an amendment to this Agreement in order to identify and describe the real property that is subject to the relocated Utility Line. Grantee agrees at that time to execute and record in the official records of the Salt Lake County Recorder's Office, the documents requested by Grantor to terminate Grantee's right, title, and interest in the original Utility Easement.

6. Term. This Agreement together with the Utility Easement and rights set forth herein shall terminate upon (a) twenty-four months written notice to Grantee, if Grantee abandons or ceases operating the Grantee Facilities; or (b) recordation of an alternative easement for the Grantee Facilities or portion thereof pursuant to the terms and conditions of Section 5.

7. Improvements; Maintenance. Grantee expressly acknowledges and agrees that it shall not install any improvements within the Easement Parcels without the prior written consent of Grantor, which consent Grantor shall not unreasonably withhold. Upon completion of any activities of Grantee which disturb the surface of the Easement Parcels and/or any authorized portion of the Grantor Property, Grantee shall promptly restore such property to its condition immediately prior to such activities. Grantee shall give 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 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. Grantee, at Grantee's sole cost and expense, shall at all times keep and maintain the Grantee Facilities in good condition and repair. Grantee, at Grantee's sole cost and expense, shall be solely responsible for the construction, inspection, repair and replacement of the Grantee Facilities.

8. Compliance with Law; Mechanics' Liens. Grantee shall comply with all applicable Laws and shall be responsible for obtaining all necessary permits or governmental approvals required in connection with the use, maintenance, repair and/or replacement of the Grantee Facilities. Grantee shall at all times keep the Easement Parcels and the other Grantor 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 any Easement Parcel or other Grantor Property or any portion thereof on account of any act by or on behalf of Grantee, Grantee shall, within thirty (30) days of the first to occur of discovery by Grantee or receipt of notice from Grantor, cause such mechanics' lien to be removed from the Easement Parcel. Grantee shall indemnify and hold Grantor harmless from any liability for the payment of such liens.

9. Insurance and Indemnity. At all times while this Agreement is in effect, Grantee shall maintain a policy of commercial general liability insurance (in a form reasonably acceptable to Grantor) with respect to the Easement Parcels and Grantee's activities thereon, written on an occurrence basis and including contractual liability coverage to cover Grantee's indemnity obligations hereunder. Such policy shall have a limit of liability of at least \$1,000,000.00 combined single limit per occurrence. Grantor may require by written notice a reasonable increase in the insurance limits specified in this Section 9 based on inflation or commercial adequacy. Such policy shall name Grantor as an additional insured. Within ten (10) days after request by Grantor, Grantee shall provide to Grantor evidence of insurance meeting the requirements of this Section. In the event Grantee fails to obtain and maintain insurance, or to provide evidence thereof, as required herein, Grantor shall have the right, but not the obligation, to purchase such insurance in its own name or in the name of Grantee, and Grantee shall reimburse Grantor for the cost of such insurance on demand. Grantee shall indemnify, defend, and hold harmless Grantor and the Grantor Parties 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 on account of mechanics' lien claims, injury to persons, the death of any person, or damages to property (collectively, "**Claims**") arising from the use by Grantee and/or the Grantee Parties of the Easement Parcels, except to the extent any such Claims are caused by the gross negligence or willful misconduct of Grantor. Grantor, at Grantee's expense, shall have the right to participate in the defense of any Claim to the extent of Grantor's interest.

10. Environmental.

(a) Except in compliance with all applicable Laws, including all applicable Environmental Laws, Grantee shall not create, generate, store, treat, emit, dispose of, discharge, release, threaten to release, or permit to be created, generated, stored, treated, emitted, disposed of, discharged, released, or threatened to be released any Hazardous Substances on, over or under the Easement Parcels, or any property adjacent thereto. If Grantee breaches any of its obligations set forth in this Section, Grantee shall, upon Grantor's request and at Grantee's sole cost and expense, promptly and diligently undertake, perform and complete any and all corrective action or response, removal or remedial activities necessary to remove, remediate and eliminate any and all Hazardous Substances and to obtain certification from the appropriate governmental authorities that such corrective action, response, removal, remediation and elimination are complete.

(b) Grantee shall indemnify, defend and hold harmless Grantor and the Grantor Parties from and against any and all Claims suffered, incurred by or asserted against the Grantor and the Grantor Parties arising from or relating to access to, use of, or activities on Easement Parcels by Grantee or the Grantee Parties, including but not limited to, the discharge of Hazardous Substances or the violation of, or failure to comply with governmental permits or requirements, excluding only Claims arising from the gross negligence or willful misconduct of Grantor or the Grantor Parties.

11. Default. If Grantee fails to cure a default hereunder within ninety (90) days of written notice thereof, Grantor shall have the right to terminate this Agreement and the easements and undertakings set forth herein by a written notice of termination executed and recorded in the records of the Salt Lake County Recorder's Office. In addition to the remedies set forth in this Agreement, Grantor shall be entitled to exercise all other remedies provided by law or in equity to the same extent as if fully set forth herein word for word. No remedy herein conferred upon, or reserved to Grantor shall exclude any other remedy herein, by law or in equity, but each shall be cumulative.

12. Costs and Expenses and Limitation on Damages. In the event of a breach in any of the covenants or agreements contained herein, the breaching Party shall pay all costs and expenses, including reasonable attorneys' fees and experts' fees, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided by the laws of the State of Utah, whether such remedies are pursued by filing suit or otherwise. Notwithstanding any other provisions of this Agreement to the contrary, and 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.

13. Mutuality; Runs With the Land.

(a) The easements, rights and obligations granted or created hereby are appurtenances to the Parcels and none of the easements, rights or obligations may be transferred, assigned or encumbered except as an appurtenance to such Parcels. For the purposes of the Easements and rights set forth herein, the Grantor Property shall constitute the servient estate, and the Easement Parcels shall constitute the dominant estate.

(b) The Utility Easement and rights contained in this Agreement (whether affirmative or negative in nature) (i) shall constitute covenants running with the land; (ii) shall bind every person having a fee, leasehold or other interest in any portion of the Parcel at any time or from time to time to the extent such portion is affected or bound by the Easements or right in question, or to the extent that easement or right is to be performed on such portion; and (iii) shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns as to their respective Parcels.

14. Notices. All notices required to be given under this Agreement shall be in writing and shall be transmitted either by personal delivery, a reputable overnight courier which keeps receipts of delivery (such as Federal Express), or through the facilities of the United States Post Office, postage prepaid, certified or registered mail, return receipt requested. Any such notice shall be effective upon delivery, if delivered by personal delivery or overnight courier, and seventy-two (72) hours after dispatch, if mailed in accordance with the above. Notices to the respective Parties shall be sent to the following addresses:

To Grantor: Kennecott Utah Copper LLC
4700 W. Daybreak Parkway, Suite 3S
South Jordan, UT 84009
Attention: Manager, Asset Transactions
Telephone: (801) 204-2756

With a copy to: Kennecott Utah Copper LLC
4700 W. Daybreak Parkway, Suite 3S
South Jordan, UT 84009
Attn: Legal Department
Telephone: (801) 204-2808

To Grantee: Magna Water District
8885 West 3500 South
Magna, Utah 84044
Attn: Terry Pollock, General Manager

15. General Provisions.

(a) Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication to or for the general public or for any public purposes whatsoever, it being the intention of the Parties that this Agreement be strictly limited to and for the purposes expressed herein.

(b) Incorporation of Recitals and Exhibits. The Recitals set forth above and the Exhibits attached to this Agreement are each incorporated into the body of this Agreement as if set forth in full herein.

(c) Interpretation. The paragraph headings in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation and construction. The use of the singular in this Agreement shall include the plural, where the context is otherwise appropriate.

(d) Further Assurances. Each Party, from time to time, shall execute, acknowledge, subscribe and deliver to or at the request of another Party such documents and further assurances as a Party may reasonably require for the purpose of evidencing, preserving or confirming the agreements contained herein.

(e) No Waiver. Failure of a Party to insist upon strict performance of any provisions of this Agreement shall not be construed as a waiver for future purposes with respect to any such provision or option. No provision of this Agreement shall be waived unless such waiver is in writing and signed by the Party alleged to have waived its rights.

(f) Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

(g) No Relationship. The Parties shall not, by virtue of this Agreement nor by the act of any Party, be deemed principal and agent, limited or general partners, joint venturers or of any other similar relationship of each other in the conduct of their respective businesses, or otherwise.

(h) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their heirs, personal representatives, successors and assigns. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the respective assigns and successors of the Parties.

(i) Third Party Rights. Nothing in this Agreement, expressed or implied, is intended to confer any rights upon any person or entity other than the Parties and their successors and assigns.

(j) Amendment. No modification of this Agreement shall be made or effective unless and until such modification is made in writing and executed by the Grantee and Grantor, or their successors or assigns.

(k) Entire Agreement. This Agreement constitutes the sole agreement between the Parties and supersedes any and all other Agreements, whether oral or written, with respect to the obligations identified herein. The Parties acknowledge that no representations, inducements, promises, or agreements, whether oral or otherwise, have been made by any Party or anyone acting on behalf of any Party which is not embodied herein; and that no other agreement, statement, or

promise not contained in this Agreement regarding the provisions of this Agreement shall be valid or binding.

(l) Applicable Law. This Agreement shall be construed, administered and enforced according to the laws of the State of Utah.

(m) Authority. Each individual executing this Agreement represents and warrants: (i) that he or she is authorized to do so on behalf of the respective Party to this Agreement; (ii) that he or she has full legal power and authority to bind the respective Party in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority; and (iii) that the execution, delivery, and performance by the respective Party of this Agreement will not constitute a default under any agreement to which such Party is a party.

(n) Counterparts. This Agreement may be executed in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates below written to be effective as of the Effective Date.

Approved as to form
RTKC LEGAL DEPARTMENT
By: [Signature]
George J. Stewart
Chief Counsel - US
Date: 3/7/2019

Date: _____, 2019

GRANTOR:

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

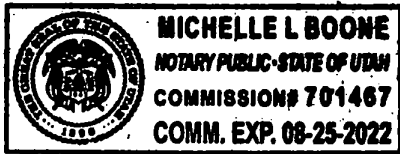
By: [Signature]
Print Name: Marc Cunniff
Title: Managing Director, RTK.

GRANTEE:

MAGNA WATER DISTRICT, a political subdivision of the State of Utah

Date: 3/13/19, 2019

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

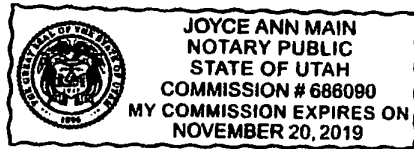


STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 7 day of March, 2019,
by Marc Cameron, as Managing Director of KENNECOTT
UTAH COPPER LLC, a Utah limited liability company.

Joyce Ann Main
NOTARY PUBLIC
Residing at: Salt Lake County, Utah

My Commission Expires:
November 20, 2019

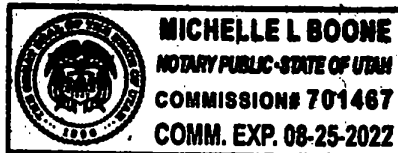


STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 13 day of March, 2019,
by Terry L. Pollock, as GENERAL MANAGER of MAGNA
WATER DISTRICT, a political subdivision of the State of Utah.

Michelle L Boone
NOTARY PUBLIC
Residing at: West Jordan Utah 84081

My Commission Expires:
8/25/22



**EXHIBIT A
TO
EASEMENT AGREEMENT**

Legal Description of Grantee Property

PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, MAGNA, SALT LAKE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 32, THENCE NORTH 89°18'07" WEST 439.12 FEET ALONG THE SOUTH LINE OF SAID SECTION 32, THENCE NORTH 390.03 FEET TO THE NORTHEAST CORNER OF THE MAGNA WATER COMPANY PARCEL, ASSESSOR'S PARCEL NUMBER 14-32-300-002, AND THE POINT OF BEGINNING; THENCE NORTH 89°17'32" WEST 466.22 FEET; THENCE NORTH 00°42'40" EAST 416.00 FEET; THENCE SOUTH 89°17'32" EAST 466.22 FEET; THENCE SOUTH 00°42'40" WEST 80.57 FEET TO THE NORTHWEST CORNER OF THE ANDERSON PROPERTIES, LLC. PARCEL, ASSESSOR'S PARCEL NUMBER 14-32-300-006; THENCE CONTINUING SOUTH 00°42'40" WEST 335.43 FEET ALONG THE WEST LINE OF SAID ANDERSON PROPERTIES, LLC. PARCEL TO THE NORTHEAST CORNER OF SAID MAGNA WATER COMPANY PROPERTY AND THE POINT OF BEGINNING.

CONTAINS: 193,947 S.F. / 4.45 AC +/-

**EXHIBIT C
TO
EASEMENT AGREEMENT,**

Legal Description of Utility Easement Parcel

WATER LINE EASEMENT

A 10.00 WIDE WATER LINE EASEMENT LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, MAGNA, SALT LAKE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 32, THENCE NORTH 00°23'55" EAST 726.36 FEET ALONG THE ONE-QUARTER SECTION LINE, THENCE WEST 70.98 FEET TO A POINT ON THE WEST LINE OF SR-111 AND THE POINT OF BEGINNING; THENCE NORTH 89°18'35" WEST 369.03 FEET; THENCE NORTH 00°42'40" EAST 10.00 FEET; THENCE SOUTH 89°18'35" EAST 368.98 FEET TO A POINT ON THE WEST LINE OF SAID SR-111; THENCE SOUTH 00°23'52" WEST 10.00 FEET ALONG SAID WEST LINE OF SR-111 TO THE POINT OF BEGINNING.

CONTAINS: 3690 S.F. / 0.08 AC +/-

**EXHIBIT D
TO
EASEMENT AGREEMENT**

Legal Description of Temporary Construction Easement

A TEMPORARY CONSTRUCTION EASEMENT LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, MAGNA, SALT LAKE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 32, THENCE NORTH 89°18'07" WEST 443.97 FEET ALONG THE SOUTH LINE OF SAID SECTION 32, THENCE NORTH 00°42'40" EAST 390.00 FEET TO THE NORTHEAST CORNER OF THE MAGNA WATER COMPANY PARCEL, ASSESSOR'S PARCEL NUMBER 14-32-300-002, AND THE POINT OF BEGINNING; THENCE NORTH 89°17'32" WEST 165.06 FEET ALONG SAID MAGNA WATER COMPANY PARCEL; THENCE SOUTH 00°42'28" WEST 250.00 FEET ALONG THE WEST LINE OF SAID MAGNA WATER COMPANY PARCEL; THENCE NORTH 89°17'32" WEST 451.17 FEET; THENCE NORTH 00°42'40" EAST 716.00 FEET; THENCE SOUTH 89°17'32" EAST 984.54 FEET, MORE OR LESS, TO THE WEST LINE OF STATE ROUTE – 111 (8400 WEST, BAACHUS HIGHWAY); THENCE SOUTH 00°23'52" WEST 130.46 FEET ALONG SAID WEST LINE OF STATE ROUTE – 111; THENCE NORTH 89°18'35" WEST 369.03 FEET; THENCE SOUTH 00°42'40" WEST 335.43 FEET ALONG THE WEST LINE OF SAID ANDERSON PROPERTIES, LLC. PARCEL TO THE NORTHEAST CORNER OF SAID MAGNA WATER COMPANY PROPERTY AND THE POINT OF BEGINNING.

CONTAINS: 254,119 S.F. / 5.83 AC +/-