

WHEN RECORDED, RETURN TO:
TITLE INSURANCE AGENCY

3348354

EASEMENT

802
David Bone
DAVID BONE

REF
TITLE INS. AGENCY
DEP

Oct 10 11 12 AM '79

KATIE L. DIXON
RECORDER
SALT LAKE COUNTY,
UTAH

KENNECOTT COPPER CORPORATION, a corporation of the State of New York, and authorized to do business in the State of Utah, Grantor, for the sum of One Thousand and no/100 Dollars (\$1,000.00) and other good and valuable consideration, receipt of which is hereby acknowledged, hereby quitclaims to R. D. Davis d/b/a R. D. Associates, a sole proprietorship in the State of Utah, Grantee, subject to the limitations and conditions hereinafter set forth, a right-of-way and easement to lay, maintain, operate, repair, inspect, protect, remove and replace a storm sewer with appurtenant parts thereof incident to the construction of Copperview Subdivision through and across the land and premises of Grantor situated in Salt Lake County, State of Utah, and being in a portion of the SE 1/4 SE 1/4 of Section 21, Township 1 South, Range 2 West, Salt Lake Base & Meridian, lying 7.5 feet on each side of the following described center line to-wit:

Beginning at a point which is North 0°08'06" West 496.50 feet and 33.00 feet West from the Southeast Corner of said Section 21; thence West 300.00 feet, containing 0.10 acre.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, together with the right of reasonable ingress and egress to and from said right-of-way to maintain, operate, repair, inspect, protect, remove, and replace the facilities of Grantee therein.

Expressly excepting, reserving and specifically subject, however, to a perpetual easement, right and privilege on the part

of Grantor, its successors, lessees, licensees and assigns, at any and all times hereafter, to discharge over and upon each and every portion of said lands, any and all gases, dust, dirt, fumes, particulates, liquids and other substances and matter which may be released, given, thrown or blown off, flow or seep, emitted or discharged in the course of, by, or through the existence, or operations, of any and all of the smelting plants, reduction works, mines, mills, refineries, power plants, manufactories, tailing deposits and other works or factories which are now or which may hereafter at any time be lawfully established or operated by Grantor or by its successors, grantees, lessees, licensees or assigns, or any of them, within Salt Lake or Tooele Counties, State of Utah.

Grantee accepts this easement and guarantees that no water carried in said storm sewer will be discharged onto Grantor's premises or into Grantors process water canal.

Grantee accepts this easement and the use thereof with full knowledge of the present character and condition of said premises and subject to all easements now existing or that may hereafter be imposed thereupon by Grantor, and Grantee agrees to indemnify and save Grantor, its agents and employees, harmless against any and all loss and expense, including attorneys' fees and other legal expenses, by reason of liability imposed or claimed to be imposed by law upon Grantor for damage because of bodily injuries, including death, at any time resulting therefrom, or on account of damage to property, sustained by any person or persons,

arising out of or in any manner connected with, or growing out of the utilization of said easement by Grantee, whether or not such bodily injuries, death, or damage to property arise or claim to have arisen in whole or in part out of the negligence or any other grounds of legal liability, including violation of any duty imposed by a statute, ordinance or regulation, on the part of Grantee, Grantor, employees or agents of either of them, or any other person or organization, but excluding any liability caused by the sole negligence or willful misconduct of Grantor.

Disuse of said storm sewer and appurtenant parts thereof for the purpose for which it was originally constructed, continuing at any time for a period of one year, shall constitute an abandonment thereof by Grantee, its successors and assigns and this easement as herein made, shall terminate and be at an end and Grantee shall be without recourse or redress of any character against Grantor by reason thereof. In the event of the breach by Grantee of any of the conditions, agreements and covenants herein contained, Grantor shall have the right to terminate this agreement at any time by giving thirty (30) days notice in writing to Grantee of its intention to terminate the same.

Grantor expressly reserves the right to construct, operate and maintain ditches, culverts, pipelines or other drainage works, and any other facilities required by Grantor upon, along, under or across said granted premises, provided only that such shall be constructed, operated and maintained by Grantor so as not to interfere with the use thereof by Grantee. Grantee

agrees to repair or replace at its sole cost and expense any property or facilities of Grantor damaged or injured by the acts or omissions of grantee, its employees, servants or agents in the construction, maintenance, operation, existence or use of said right-of-way.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their proper officers thereunto duly authorized this 5th day of July, 1979.



KENNECOTT COPPER CORPORATION

By Milton Stein
Its Executive Vice President

22

R. D. DAVIS
d/b/a R. D. ASSOCIATES
A Sole Proprietorship

ATTEST:

Keith L. Hansen

By [Signature]
Its Sole Proprietor

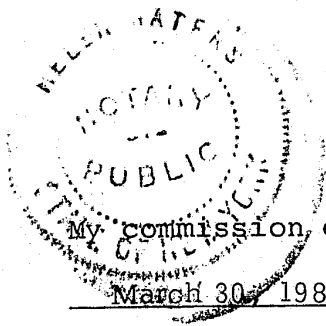
APPROVED

Parsons, Behle & Latimer

By [Signature]

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

On the 5th day of July, 1979, personally appeared before me Milton Stern, who being by me first duly sworn on oath, did say that he is the Executive Vice President of Kennecott Copper Corporation, and that the foregoing instrument was signed by him on behalf of said corporation, the said officer being thereunto duly authorized, and the said officer acknowledged to me that said corporation executed the same.



My commission expires:
March 30, 1981

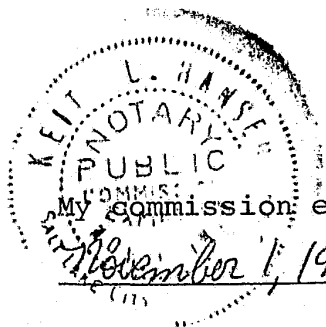
Helen Waters
NOTARY PUBLIC

Residing at: New York, N. Y.

HELEN WATERS
NOTARY PUBLIC, State of New York
No. 31-4167850
Qualified in New York County
Commission Expires March 30, 1981

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

On the 9th day of October, 1979, personally appeared before me R. D. DAVIS, who being by me first duly sworn on oath, did say that he is doing business as R. D. ASSOCIATES, a Sole Proprietorship, and that the foregoing instrument was signed by him.



My commission expires:
November 1, 1979

Keith L. Hansen
NOTARY PUBLIC

Residing at: Salt Lake County

BOOK 4961 PAGE 257