

Recorded MAR 12 1962 at 2:30 P. M.
 Request of MAGNA WATER Co.
 For Fred Nolle M. Jack,
 Recorder, Salt Lake County, Utah
 \$ No Fee By *F. Nolle* Deputy
 Ref. 9084 W. 2700 S.
 MAGNA. WATER

DEED

KENNECOTT COPPER CORPORATION, a corporation of the State of New York duly qualified under the laws of the State of Utah in said last named state to engage in business, GRANTOR, hereby QUITCLAIMS to MAGNA WATER COMPANY, an improvement district, a body politic of Salt Lake County, Utah, GRANTEE, for the sum of ONE DOLLAR (\$1.00), the receipt whereof is hereby acknowledged, the following described tract of land in Salt Lake County, State of Utah, to-wit:

Beginning at a point which lies South 89°48' West 444.0 feet and North 0°12' West 140 feet from the South Quarter Corner of Section 32, Township 1 South, Range 2 West, S.L.B. & M., said point lying on the East line of the Kennecott Copper Corporation property; thence South 89°48' West 165.0 feet; thence North 0°12' West 250.0 feet; thence North 89°48' East 165.0 feet to the East line of the Kennecott Copper Corporation property; thence South 0°12' East 250.0 feet along said East property line to the point of beginning, containing 0.95 acres, to be used by Grantee for the construction, reconstruction, maintenance, use and operation of reservoirs for water storage.

Together with the following rights-of-way:

FIRST: A right-of-way to be used by Grantee as an access road from the public highway to the above described reservoir site over portions of the Northwest Quarter of Section 5, Township 2 South, Range 2 West, and Section 32, Township 1 South, Range 2 West, S.L.B. & M., the Grantor reserving the right for itself, its successors and assigns to also use said right-of-way, said right-of-way being 30 feet wide, 15 feet on each side of, adjacent and parallel to a center line described as follows:

Beginning at a point which is located South 81°00' West 464.72 feet from the South Quarter Corner of Section 32, Township 1 South, Range 2 West, S.L.B. & M.; thence on a line 15.0 feet West of and parallel to the East line of the Kennecott Copper Corporation property North 0°12' West 212.69 feet to the South line of the reservoir site, containing 0.15 acres.

SECOND: A right-of-way for the construction, re-construction, maintenance, use and operation of a water pipeline and standard appurtenances into, through and beneath that certain strip of land in the Southwest Quarter of Section 32, Township 1 South, Range 2 West, S.L.B. & M. from the above described reservoir site to the West line of 8400 West Street, said strip of land being 16 feet wide, 8 feet on each side of, adjacent and parallel to a center line described as follows:

Beginning at a point which lies South $89^{\circ}48'$ West 452.0 feet and North $0^{\circ}12'$ West 390.0 feet, more or less, from the South Quarter Corner of Section 32, Township 1 South, Range 2 West, S.L.B. & M., said point lying 8.0 feet West of the East line of the Kennecott Copper Corporation property; thence North $0^{\circ}12'$ West 327.5 feet to a point which lies 8.0 feet West of the East line and 8.0 feet North of the South line of said property; thence North $89^{\circ}48'$ East 402.0 feet, more or less, on a line 8.0 feet North of, parallel and adjacent to the South line of the Kennecott Copper Corporation property, to the West line of 8400 West Street (Utah Highway 111), containing 0.27 acres.

Together with temporary permission during the immediate period of initial construction only and for the sole purpose thereof to occupy an additional 14 feet on the West and North sides of said last granted right-of-way.

Expressly excepting, reserving and subject, however, to a perpetual easement, right and privilege on the part of said Grantor, Garfield Chemical and Manufacturing Corporation, a New York corporation, and Western Phosphates, Incorporated, a Delaware corporation, and each of them and their respective successors, grantees, lessees, licensees and assigns, at any and all times hereafter to discharge through the medium of the air upon each and every portion of said lands, any and all gases, dust, dirt, fumes, and other substances and matter which may be released, given, thrown or blown off, emitted or discharged in the course of, or by, or through the existence of or operations of any and all the smelting plants, reduction works, mines, mills, manufactories, tailings deposits, and other works and factories which now are, or which may hereafter at any time be

lawfully established or operated by said companies or any of them, or by their successors, grantees, lessees, licensees, or assigns, within Salt Lake or Tooele Counties, State of Utah.

Grantee accepts this conveyance with full knowledge and understanding of the location and character of the above described premises and hereby agrees to hold said Grantor, Garfield Chemical and Manufacturing Corporation and Western Phosphates, Incorporated, and each of them and their respective successors, grantees, lessees, licensees and assigns, harmless of and from any and all claims or demands for or on account of noises, distractions, inconveniences, or any damage to said lands or any part thereof or to any structure or improvements erected thereon, as well as any and all alleged damage to crops, persons, livestock or any other living thing thereon, resulting or alleged to have resulted from, or to have been in any manner related to any operation or operations of Grantor, said Garfield Chemical and Manufacturing Corporation and Western Phosphates, Incorporated, or any of them, their successors, grantees, lessees, licensees or assigns.

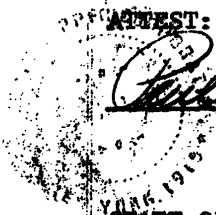
Grantor further expressly excepts from this grant and reserves unto itself, and to its successors and assigns, all minerals of whatsoever kind, including but not limited to oil, gas, coal and ores of all kinds which may be upon or within the above described property. Grantor shall have the right to go upon and over such property and do all such things as may be reasonably necessary or convenient in the extraction, treatment, storage and removal of such minerals. If, in the course of such operation, any of the surface improvements upon said premises shall be damaged thereby, Grantor, its successors and assigns, shall either restore all such improvements so damaged or compensate Grantee, its successors, or assigns, for the damage sustained, whichever shall be the more reasonable.

Provided always that this conveyance is made on the express condition that Grantee, its successors and assigns, shall cause said reservoirs for water storage and water pipeline to be constructed, operated and maintained with due regard for and in compliance with all sanitary precautions, and that Grantee, its successors and assigns, shall indemnify, save harmless and defend Grantor, its successors and assigns, against all claims, demands, suits, causes of action, costs and charges to which Grantor, its successors or assigns, or any of them, may be subjected, arising out of or in any manner related to the installation, maintenance, operation, construction, reconstruction or removal of said reservoirs and water pipeline; and further, that the title to said land and the easements, rights and privileges granted hereby shall terminate forthwith upon the failure of Grantee, its successors or assigns, to use the same for said purpose over any continuous period of one (1) year; and in any event upon any default hereunder occurring, persisting unabated for the period of thirty (30) days after notice to desist.

And it is hereby further provided that the easements, rights and privileges granted hereby are and shall continue subject to the requirements of Grantor's operations and those of Grantor's successors and assigns, and to the right of any of them at any time in aid of such operations to require the relocation of the access road or the removal or relocation of all or any part or parts of said water pipeline within the purview of this grant. Should such necessity arise, Grantor, its successors and assigns, shall afford Grantee all reasonable notice thereof that Grantee, its successors and assigns, may make the necessary changes, relocations or removal of its or their access road or water pipeline without undue haste or unnecessary expense.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed by its duly authorized officer and its corporate seal to be hereunto affixed this 21st day of February, 1962.

KENNECOTT COPPER CORPORATION,



WITNESSES:
[Signature]
Secretary

By [Signature]
Its Vice President

STATE OF NEW YORK)
County of New York)

ss:

APPROVED
Parsons, Bahle, Evans & LeViner
By [Signature] 1/4/62

On the 21st day of February, 1962, personally appeared before me C. Michaelson, who, being by me duly sworn, did say that he is the vice president of KENNECOTT COPPER CORPORATION, and that the foregoing instrument was signed by him on behalf of said corporation, the said C. Michaelson being thereunto duly authorized, and said C. Michaelson acknowledged to me that said corporation executed the same.



My Commission Expires:

Doris M. Lueth
NOTARY PUBLIC, residing at
DORIS M. LUETH
Notary Public, State of New York
No. 21 2423275
Qualified in New York County
Commission Expires March 30, 1963

of Paul