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Recorded SEP 18 1970 at 4:29 p.m.  
Request of SALT LAKE COUNTY  
Fee PAUL W. L. JAGARY CHASE  
Recorder, Salt Lake County, Utah  
\$1.00 Fee By [Signature] Deputy  
Ref. \_\_\_\_\_

GRANT OF EASEMENT

KENNECOTT COPPER CORPORATION, a corporation of the State of New York, duly qualified to own property and to do business in the State of Utah, GRANTOR, for the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants, bargains and sells to SALT LAKE COUNTY, GRANTEE, subject to the limitations and conditions hereinafter set forth, an easement and right of way over, along and across the following described parcels of land in Salt Lake County, State of Utah, to-wit:

Ag 1 & 2 17  
7 & 8 18  
9 & 10 19  
11 & 12 20  
13 & 14 21  
15 & 16 22

A forty (40) foot ~~perpetual~~ easement being twenty (20) feet right and twenty (20) feet left of the following described centerline and also a twenty-five (25) foot construction easement, adjoining and parallel to the above perpetual easement on each side.

Beginning at a point which is 1752 feet S. 89° 50' 54" W. and 2554.11 feet N. 0° 08' 40" E. from the S. E. corner of Section 20, T. 1S - R. 2W, Salt Lake Base and Meridian. Running thence N. 89° 50' 54" E. 1607 feet to a point on a curve, said point being S. 89° 50' 54" W. 145 feet and S. 0° 08' 40" W. 100 feet from the East Quarter corner of said Section 20 located at the intersection of 2400 South Street and 8000 West Street; thence Northeasterly along an arc of a curve to the left, having a radius of 45.23 feet, bearing N. 0° 09' 06" W. and delta of 89° 42' 10", an arc distance of 70.81 feet; thence N. 0° 08' 44" E. 1555 feet; thence N. 5° 33' 54" W. 351.75 feet; thence N. 5° 51' 22" E. 351.75 feet; thence N. 0° 08' 44" E. 455.56 ft. to a point N. 89° 48' 15" W. 100 feet from the NE corner of Section 20, T. 1S - R. 2W, Salt Lake Base and Meridian; thence N. 0° 11' 45" E. 700.05 feet to a point on a curve, said point being N. 89° 48' 15" W. 100 feet and N. 0° 11' 45" E. 700.05 feet from the NE corner of said Section 20; thence Northwesterly along an arc of a curve to the left, having a radius of 57.87 feet, bearing N. 89° 48' 15" W. and delta of 75° 44' 00" an arc distance of 76.49 feet; thence N. 75° 32' 15" W. 1220 feet more or less to the centerline of the Kennecott Canal.

NOTE: This easement is not applicable where it intersects streets and canal rights-of-way.

for the construction, maintenance and use of a storm drainage channel and other structures thereon as provided herein.

Expressly excepting, reserving and specifically subject to a ~~non-possessory~~ <sup>CMBK</sup> easement, right and privilege on the part of Grantor, its successors, lessees, licensees and assigns, at 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 or thrown or blown off, emitted or discharged in the course of or by or through the existence or operation of each or all the smelting plants, reduction works, mills, refineries, power plants, manufactories, tailings deposits and other works or factories which are now or which may hereafter at any time be established or operated by Grantor, its successors, lessees, licensees or assigns, or any of them.

Grantee shall hold Grantor and its respective successors in interest free and harmless of and from and indemnify them from loss by reason of any and all manner of action, causes of action and claims for damage or injury of every kind and character whatsoever and hereafter growing out of or predicated upon injury to person or damage to property claimed to have been caused by the construction, maintenance, operation, existence or use of said storm drainage channel or other structures constructed pursuant hereto.

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 said Grantee.

Grantee agrees to construct at its sole expense

box culverts in accordance with Exhibit "A", which is attached as part of this Agreement of Easement and is entitled "Proposed Plan Magna Storm Drain - Proposed Box Culverts & R. C. Pipe as indicated" (sheets 1, 2 and 3, project # 47-N-317, # 5218).

Grantee agrees that all fencing and piping required to be used with the storm drain on Grantor's property will be provided by Grantee at Grantee's expense. If the storm drain channel is required to be relocated for any reason other than as specified in the following paragraph, such relocation will be at Grantee's expense.

TO HAVE AND TO HOLD said easement and right of way for the uses and purposes aforesaid unto the said Grantee, its successors and assigns until terminated by abandonment provided, however, that if Grantor shall at any time require any or all of the granted premises for any purpose whatsoever which purpose is inconsistent with the further maintenance of Grantee's improvement or structures thereon, Grantee will upon thirty (30) days' prior written notice remove its storm drainage channel and any other structures located on the granted premises to any other location designated by Grantor and under its possession and control. Reasonable cost of such relocation shall be borne by Grantor.

This grant is subject to any prior grants or other rights which

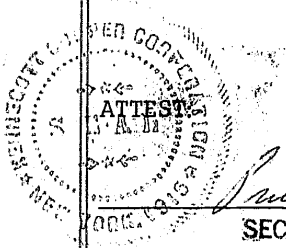
may conflict herewith and is without warranty of any kind.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its proper officers thereunto duly authorized this 5th day of August, 1970.

KENNECOTT COPPER CORPORATION,

By *C. H. Buzgen* *act*  
Vice President  
Its \_\_\_\_\_

By *R. L. Stare* *act*  
Comptroller  
Its \_\_\_\_\_



*Lucia R. Murphy*  
SECRETARY

STATE OF NEW YORK )  
 ) SS:  
COUNTY OF NEW YORK )

On the 5 day of AUGUST, 19 70.

personally appeared before me C. H. BURGESS

and R. L. WARD

who being by me duly sworn, did say that they are respectively the

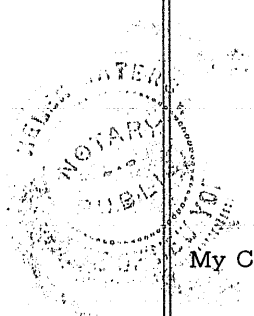
VICE PRESIDENT

and the COMPTROLLER

of KENNECOTT COPPER CORPORATION, and that the foregoing instrument was signed by them on behalf of said corporation, the said officers being thereunto duly authorized and the said officers acknowledged to me that said corporation executed the same.

Helen Waters  
Notary Public

Residing at: New York City, NY



My Commission Expires:

HELEN WATERS  
NOTARY PUBLIC, State of New York  
No. 31-4167650  
Qualified in New York County  
Commission Expires March 30, 1971