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Return to: PacifiCorp
Ronald G. Olsen
1407 W North Temple #110
Salt Lake City, Utah 84116

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RW 20120132.S6

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06/22/2012 03:20 PM \$20.00
Book - 10028 Pg - 8846-8851
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
ROCKY MOUNTAIN POWER
ATTN: LISA LOUDER
1407 W NORTH TEMPLE STE 110
SLC UT 84116-3171
BY: DDK, DEPUTY - WI 6 P.

RIGHT OF WAY EASEMENT AGREEMENT

For value received, **Kennecott Utah Copper LLC**, a Utah limited liability company formerly known as Kennecott Utah Copper Corporation with an address of 4700 Daybreak Parkway, South Jordan, Utah 84095, Attention: Land Group ("Grantor"), hereby grants to PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power its successors and assigns, with an address of 1407 W North Temple #110, Salt Lake City, Utah 84116 ("Grantee"), a nonexclusive easement (the "Easement") for a right of way 5 feet in width and 66 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, and removal of underground electric distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults and cabinets (the "Facilities"), on, over, across or under the surface of the real property of Grantor in **Salt Lake County, State of Utah** (the "Easement Property"), more particularly described as follows and as more particularly depicted on Exhibit "A" attached hereto and by this reference made a part hereof:

BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY OF 7200 WEST (A SALT LAKE COUNTY ROAD), SAID POINT BEING NORTH 00°05'25" EAST 823.67 FEET AND WEST 40.00 FEET FROM THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 89°48'57" WEST 5.00 FEET ALONG THE NORTH LINE OF THE MAGNA SCHOOL DEVELOPMENT PARCEL FOUND IN BOOK 9997 AND PAGE 9678 IN THE SALT LAKE COUNTY RECORDER'S OFFICE; THENCE NORTH 00°05'25" EAST 66.00 FEET; THENCE SOUTH 89°48'49" EAST 5.00 FEET TO A POINT ON SAID WESTERLY LINE OF 7200 WEST; THENCE SOUTH 00°05'25" WEST 66.00 FEET ALONG THE SAID WESTERLY LINE OF 7200 WEST TO THE POINT OF BEGINNING.

Tax Parcel No. 14-21-426-003

Together with the reasonable right of access to the Easement Property from adjacent lands of Grantor for all activities in connection with the purposes for which this Easement has been granted; and together with the present and (without payment therefore) the future right to

keep the Easement Property and immediately adjacent property owned by Grantor ("Grantor Property") clear of all brush, trees, timber, structures, buildings and other hazards, at its own cost and expense whenever in its judgment the same shall be necessary for the convenient and safe exercise of its rights under this Right-of-Way Easement Agreement (this "Agreement"), and only to the extent such might endanger the Facilities or impede Grantee's activities on the Easement Property. Grantee shall provide Grantor with reasonable notice of any construction, repairs, replacement, or maintenance within the Easement Property; provided, however, in the case of any emergency, notice shall be given as soon as practicable. Promptly following any construction, repairs, replacement, or maintenance necessary or desirable for the operation and maintenance of the Facilities requiring disturbance of the Easement Property, Grantee shall repair and restore the Easement Property to a condition substantially similar to, or better than, the condition immediately prior to such disturbance at the expense of Grantee. Except as permitted herein, Grantee shall not disturb any portion the Grantor Property. At all times, Grantee shall comply with all applicable laws, ordinances, rules, restrictions, and regulations. Grantee may not permit any other person or entity to use the Easement or Easement Property for any purpose, including the use of the Facilities whether used together with or separately from Grantee.

Grantor retains the right to use the Grantor Property not subject to this Easement in its sole and absolute discretion. Grantor reserves the right to use the Easement Property in its discretion and to grant easements, rights-of-way, and other use rights to other persons or entities to use the Easement Property; provided, however, such uses and grants do not materially interfere with Grantee's use of the Easement Property as permitted herein and Grantee's rights under this Agreement. Grantor shall have the right, at Grantor's cost and expense, to relocate, or cause to be relocated, the Easement and the Facilities to another portion of the Grantor Property designated by Grantor. Any relocated easement hereunder shall be on the same terms and conditions as set forth in this Agreement.

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.

In the event it becomes necessary for any party hereto to employ an attorney in order for such parties to enforce its rights hereunder, either with or without litigation, the defaulting party of such controversy shall pay to the successful party reasonable attorneys' fees and, in addition, such costs and expenses as are incurred by the non-defaulting party in enforcing their rights hereunder.

Grantee agrees to indemnify and hold harmless Grantor, its affiliates, parents, and subsidiaries, and its officers, directors, agents and employees (the "Grantor Parties") from and against any and all claims, liability, damage, loss, costs, and expense, including attorney's fees, arising out of or resulting from (a) use of the Facilities and the Easement by Grantee, its subcontractors, suppliers, agents or employees (collectively, the "Grantee Parties"); (b) the construction, design, engineering, maintenance, repair and replacement of the Facilities, including but not limited to consequential damages and lost profits; (c) the conduct of Grantee

Parties or anything else done or permitted by Grantee to be done in or about the Easement Property, including any contamination of the Grantor Property or any other property resulting from the presence or use of hazardous material caused or permitted by any Grantee Party; (d) any breach or default in the performance of Grantee's obligations hereunder; (e) injuries to or the death of any person or persons, including the employees of each party hereto, or arising out of, or in any way pertaining to, loss of or damage to the property of any person or persons, including the property of Grantor, caused by or resulting from the acts or omissions of Grantee or any one performing on its behalf (including without limitation, for all sums which Grantor may pay or be compelled to pay in settlement of any claim on account thereof); or (f) other acts or omissions of Grantee. Grantee assumes all risk of damage to property or injury to persons in or about the Easement Property arising from any cause, and Grantee hereby waives all claims in respect thereof against Grantor. Except as otherwise provided herein, Grantee shall in no event be liable for any injury or damage to the extent caused by the gross negligence or willful misconduct of Grantor, its agents or employees. The terms of this Section shall survive termination of this Agreement.

All notices, requests, demands, and other communications hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested, to the parties at the addresses listed above, or at such other address as the parties may designate by written notice in the above manner. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide a reasonable means for accomplishing delivery.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns. Grantee may not assign, convey or sell the Easement or any of its rights under this Agreement to any other party. No change in, addition to, or waiver of any of the provisions of this Agreement shall be binding upon Grantee unless in writing signed by an authorized representative of Grantee. No waiver by Grantee of any breach by Grantor of any of the provisions of this Agreement shall be construed as a waiver of any subsequent breach, whether of the same or of a different provision in this instrument. The parties do not by this instrument, in any way or for any purpose, become partners or joint venturers of each other in the conduct of their respective businesses or otherwise. Nothing in this Agreement is intended to create an enforceable right, claim, or cause of action upon any third party who is not a party hereto. This Agreement shall be construed in accordance with and governed by the laws in the State of Utah. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Right of Way Easement Agreement to be effective as of the 8 day of June, 2012.

GRANTOR:

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

By: R. McGowan Jackson
Its: VICE PRESIDENT OF SUSTAINABLE DEVELOPMENT
Print Name: ROMAN MCGOWAN-JACKSON

GRANTEE:

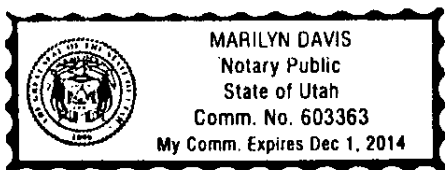
PACIFICORP, an Oregon corporation

By: Shawn Gratt
Its: Property Agent
Print Name: Shawn Gratt

ACKNOWLEDGEMENTS

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

This instrument was acknowledged before me on this 8 day of June, 2012, by Rowan McGowan Jackson, as Vice President of Sustainable Development of Kennecott Utah Copper LLC, a Utah limited liability company.

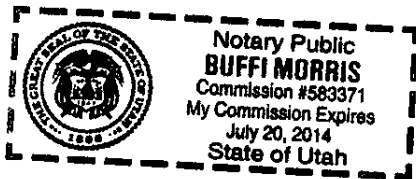


Marilyn Davis
NOTARY PUBLIC
Residing at: 4700 Daulbreak Parkway
South Jordan, UT 84095

My Commission Expires:
Dec. 1, 2014

STATE OF Utah)
 : ss.
COUNTY OF Salt Lake)

This instrument was acknowledged before me on this 7th day of June, 2012, by Shawn Craft, as Property Agent of PacifiCorp, an Oregon corporation,.



Buffi Morris
NOTARY PUBLIC
Residing at: 1407 W. North Temple St., UT

My Commission Expires:
July 20, 2014

