

WHEN RECORDED RETURN TO:

Herriman City  
13011 South Pioneer Street (6000 West)  
Herriman, UT 84096  
Attn: Justun Edwards

12042930  
5/1/2015 2:53:00 PM \$49.00  
Book - 10320 Pg - 7221-7238  
Gary W. Ott  
Recorder, Salt Lake County, UT  
FIRST AMERICAN NCS  
BY: eCASH, DEPUTY - EF 18 P.

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Space above for County Recorder's Use

### EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "**Agreement**") is made and entered into as of the 1<sup>st</sup> day of May, 2015, by and between Kennecott Utah Copper LLC, a Utah limited liability company ("**Grantor**"), and Herriman City, a Utah municipal corporation ("**Grantee**"), with reference to the following facts:

A. Grantor owns certain real property located in Salt Lake County, Utah ("**Grantor Property**") more particularly described on Exhibit A attached hereto and made part hereof.

B. Concurrently with this Agreement, Grantee purchased from Grantor an approximate three (3) acre parcel of real property located in Salt Lake County, Utah ("**Grantee Property**") more particularly described on Exhibit B attached hereto and made part hereof.

C. Grantee intends to construct on the Grantee Property a fully covered culinary water storage tank.

D. 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) "**Access and Utility Easement**" means a non-exclusive easement and right-of-way for the Access Road and the Utility Lines.

(b) "**Access and Utility Easement Parcel**" means a thirty (30) foot wide portion of the Grantor Property more particularly described on Exhibit C attached hereto and made part hereof.

(c) "**Access Road**" means a gated and improved access road to be controlled by Grantee for ingress and egress to and from the Grantee Property and 11800 South Street.

(d) **“Easement”** or **“Easements”** means individually the Access and Utility Easement, the Temporary Construction Easement or the Overflow Easement and collectively the Access and Utility Easement, the Temporary Construction Easement and the Overflow Easement.

(e) **“Easement Parcel”** or **“Easement Parcels”** means individually the Access and Utility Easement Parcel, the Overflow Easement Parcel or the Temporary Construction Easement Parcel and collectively the Access and Utility Easement Parcel, the Overflow Easement Parcel and the Temporary Construction Easement Parcel.

(f) **“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.

(g) **“Grantee Facilities”** means collectively the Water Storage Facility, the Access Road, the Overflow Pipeline, the Utility Lines and all other facilities, accessories and improvements installed and owned by Grantee.

(h) **“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.

(i) **“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.

(j) **“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.

(k) “**Kennecott Standards**” means all written health, safety, security, and environmental policies and standards of Grantor as amended and supplemented in the general course of its business.

(l) “**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.

(m) “**Overflow Easement**” means a non-exclusive easement and right-of-way for the Overflow Pipeline.

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

(o) “**Overflow Pipeline**” means one (1) underground overflow water pipeline with a diameter of twenty four (24) inches, together with all necessary and proper conduits, boxes and related accessories.

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

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

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

(s) “**Temporary Construction Easement Parcel**” means the forty (40) foot wide portion of the Grantor Property more particularly described on Exhibit E attached hereto and made part hereof.

(t) “**Utility Lines**” means collectively two (2) underground water pipelines each with a diameter of twenty four (24) inches serving the Grantee Property, one (1) underground power line serving the Grantee Property, and one (1) underground fiber optic

communication line serving the Grantee Property, together with all necessary and proper conduits, boxes and related accessories.

(u) “**Water Storage Facility**” means the culinary water storage tank with a capacity of five million gallons, outbuildings, security fence and other improvements that Grantee intends to install and operate on the Grantee Property.

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, though or under Grantor to Grantee the Access and Utility Easement on, over, under, across and through the Access and Utility Easement Parcel for the purpose of installing, operating, maintaining, repairing and replacing the Access Road and the Utility Lines.

(b) Subject to the terms and conditions set forth in this Agreement, Grantor hereby grants and conveys against all those claiming by, though or under Grantor to Grantee the Overflow Easement on, over, under, across and through the Overflow Easement Parcel for the purpose of installing, operating, maintaining, repairing and replacing the Overflow Pipeline to discharge overflow water from the Water Storage Facility onto the portion of the Grantor Property commonly known as Midas Creek. Grantee shall be solely responsible for safely discharging water from the Overflow Pipeline into Midas Creek and to take all measures to avoid injury to persons or damage to property. Grantee shall be solely responsible for the discharge of water from the Water Storage Facility. Grantee shall comply with all applicable Laws and shall be solely responsible for obtaining all necessary permits or governmental approvals required in connection with the discharge of water into Midas Creek.

(c) Subject to the terms and conditions set forth in this Agreement, Grantor hereby grants and conveys against all those claiming by, though or under Grantor to Grantee, during periods of construction, the Temporary Construction Easement for the purpose of construction of the Access Road, the Utility Lines and the Overflow Pipeline. The Temporary Construction Easement shall automatically expire upon completion of construction of the Grantee Facilities.

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/ASCM 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 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. Use of Easement. The Grantee Facilities shall be constructed, located, installed, repaired and replaced only in accordance with the plans and specification approved in advance by Grantor. 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.

6. Relocation of Easements. 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 thirty (30) days written notice to Grantee, to relocate the Access Road in whole or part to another portion of the Grantor Property as may be determined by Grantor in its sole and absolute discretion provided that: (a) Grantor shall be responsible for the costs and expenses associated with any such relocation; and (b) Grantor shall provide Grantee reasonable alternative access. Grantor shall have the right, from time to time, upon one hundred twenty (120) days written notice to Grantee, to relocate the Utility Lines in whole or part to another portion of the Grantor Property subject to Grantee's prior consent which consent shall not be unreasonably withheld, conditioned or delayed provided that: (i) Grantor shall be responsible for the costs and expenses associated with any such relocation; and (ii) Grantor shall provide Grantee reasonable equivalent utility lines. Grantor and Grantee shall execute, acknowledge and record an amendment to this Agreement in order to identify and describe the real property that is subject to the relocated Easements and in order to release from the burden of the Easements the portions of the Easement Parcels that are no longer subject to the Easements.

7. Duration; Termination. Subject to the terms of this Agreement, the Access and Utility Easement and the Overflow Easement and rights granted hereunder shall be perpetual.

8. 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 Easements 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.

9. 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 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 the Easement Parcels or the 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 Parcels. Grantee shall indemnify and hold Grantor harmless from any liability for the payment of such liens.

10. 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 10 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.

11. 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 the 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.

12. 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.

13. 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.

14. Mutuality; Runs With 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 Grantee Property shall constitute the dominant estate, and the Easement Parcels shall constitute the servient estate.

(b) Each of the Easements 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.

15. 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 84095  
Attn: Land Management

With a copy to: Kennecott Utah Copper LLC  
4700 W. Daybreak Parkway, Suite 3S  
South Jordan, UT 84095  
Attn: Legal Department

To Grantee: Herriman City  
13011 South Pioneer Street (6000 West)  
Herriman, UT 84096  
Attn: Justun Edwards, City Water System Superintendent

16. 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. Grantee, from time to time, shall execute, acknowledge, subscribe and deliver to or at the request of Grantor such documents and further assurances as Grantor 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 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.

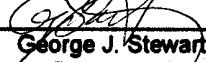
(m) Authority. Each individual executing this Agreement represents and warrants: (i) that he or she is authorized to do so on behalf of the respective Party to this Agreement; (ii) that he or she has full legal power and authority to bind the respective Party in accordance with the terms herein and, 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 day and year first above written.

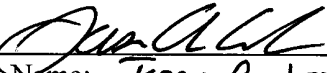
APPROVED AS TO FORM  
RIO TINTO/KUC LEGAL DEPARTMENT

By:   
George J. Stewart  
Senior Corporate Counsel  
Date: 4/24/2015

GRANTOR:

KENNECOTT UTAH COPPER LLC, a Utah limited liability company

Date: April 28, 2015

By:   
Print Name: Jason Cumbs  
Title: Gen Finance

GRANTEE:

HERRIMAN CITY, a Utah municipal corporation

Date: April \_\_, 2015

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Jackie Nostrom, CMC City Recorder

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates below written to be effective as of the day and year first above written.

**GRANTOR:**

KENNECOTT UTAH COPPER LLC, a Utah limited liability company

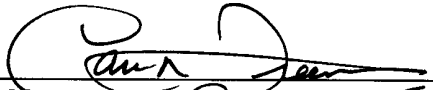
Date: April \_\_, 2015

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

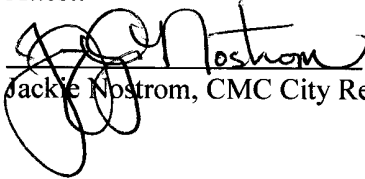
**GRANTEE:**

HERRIMAN CITY, a Utah municipal corporation

Date: April 22, 2015

By:   
Print Name: Carmen R. Freeman  
Title: Mayor

Attest:

  
Jackie Nostrom, CMC City Recorder



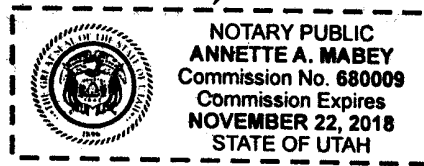
STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of April, 2015, by Jason Combes, as EM Finance of KENNECOTT UTAH COPPER LLC, a Utah limited liability company.

Annette A. Mabe  
NOTARY PUBLIC  
Residing at: South Jordan, Utah

My Commission Expires:

11/22/2018



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

The foregoing instrument was acknowledged before me this \_\_\_ day of April, 2015, by \_\_\_\_\_, as \_\_\_\_\_ of HERRIMAN CITY, a Utah municipal corporation.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_ day of April, 2015, by Jackie Nostrom, as City Recorder of HERRIMAN CITY, a Utah municipal corporation.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_ day of April, 2015, by \_\_\_\_\_, as \_\_\_\_\_ of KENNECOTT UTAH COPPER LLC, a Utah limited liability company.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

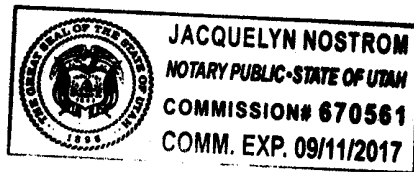
My Commission Expires:  
\_\_\_\_\_

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

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of April, 2015, by Carmen Freeman, as Mayor of HERRIMAN CITY, a Utah municipal corporation.

Jacquelyn Nostrom  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: Herriman City

My Commission Expires:  
9/11/2017

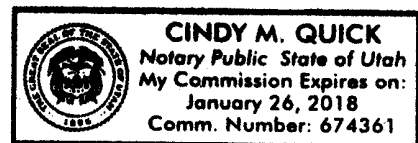


STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 22 day of April, 2015, by Jackie Nostrom, as City Recorder of HERRIMAN CITY, a Utah municipal corporation.

Cindy M. Quick  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: Herriman City

My Commission Expires:  
01/26/2018



**EXHIBIT A  
TO  
EASEMENT AGREEMENT**

---

Legal Description of Grantor Property

The real property referenced in the foregoing instrument as the Grantor Property is located in Salt Lake County, Utah and is more particularly described as:

That property lying within Section 28, which property is generally described as follows:

BEGINNING at the Southeast corner of said Section 28 and running thence North 89°35'45" West 5304.67 feet to the Southwest corner of said Section 28; thence North 00°49'52" East 2652.27 feet to the West Quarter corner of said Section 28; thence North 00°49'48" East 606.53 feet along the section line to a point on the southeasterly boundary line of Highway U-111, UDOT Project No. S-0135(4); thence North 58°08'27" East (Ref. N58°03'30"E UDOT Bearing) 3618.50 feet along said Highway boundary to a point of curvature with a 1225.90 foot radius curve to the left; thence Northeasterly 131.24 feet along the arc of said curve and Highway through a central angle of 06°08'02" (chord bears North 55°04'26" East 131.18 feet) to a point on the southerly boundary line of 11800 South Street, which point is 506.18 feet South 89°31'21" East along the section line and 33.00 feet South 00°28'39" West from the North Quarter corner of said Section 28; and running thence South 89°31'21" East 2139.55 feet along said Street; thence South 89°30'31" East 2643.79 feet along said Street; thence South 89°29'59" East 147.90 feet along said Street; thence South 277.35 feet; thence West 833.37 feet; thence South 13°53'34" West 1127.69 feet; thence South 17°19'10" West 345.48 feet; thence South 45°00'00" East 291.25 feet; thence East 122.60 feet; thence North 60°00'00" East 367.50 feet; thence East 39.59 feet; thence South 60°00'00" East 94.02 feet; thence East 97.31 feet; thence North 60°00'00" East 207.64 feet; thence East 324.35 feet; thence South 246.82 feet; thence South 60°00'00" East 130.14 feet; thence East 611.03 feet; thence South 104.76 feet; thence East 234.19 feet; thence South 1090.24 feet; thence South 84°42'17" West 199.43 feet; thence South 75°28'26" West 311.68 feet; thence South 63°11'03" West 636.04 feet; thence South 61°18'00" West 314.12 feet; thence South 40°40'58" West 299.39 feet to the North line of the South Half of the Southwest Quarter of said Section 27; thence North 89°30'58" West 2420.54 feet to the West line of said Section 27; thence South 00°41'08" West 1324.12 feet to the Southeast corner of said Section 28 and the POINT OF BEGINNING.

Tax ID No. 26-28-400-001-0000

**EXHIBIT B  
TO  
EASEMENT AGREEMENT**

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Legal Description of Grantee Property

The real property referenced in the foregoing instrument as the Grantee Property is located in Salt Lake County, Utah and is more particularly described as:

LOT 1, HERRIMAN 5MG TANK SUBDIVISION, ACCORDING TO THE  
OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT  
LAKE COUNTY RECORDER'S OFFICE.

**EXHIBIT C  
TO  
EASEMENT AGREEMENT**

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Legal Description of Access and Utility Easement Parcel

The real property referenced in the foregoing instrument as the Access and Utility Easement Parcel is located in Salt Lake County, Utah and is more particularly described as:

An easement being 30 feet in width, 15 feet on either side of the following described centerline:

IN SECTION 28: Commencing at the Northeast corner of Section 28, Township 3 South, Range 2 West, Salt Lake Meridian; thence South 00°41'17" West 733.00 feet along section line to the POINT OF BEGINNING; thence West 498.76 feet to the POINT OF ENDING.

IN SECTION 27: Commencing at the Northwest corner of Section 27, Township 3 South, Range 2 West, Salt Lake Meridian; thence South 00°41'17" West 733.00 feet along section line to the POINT OF BEGINNING; thence East 65.48 feet; thence North 610.44 feet; thence North 44°59'45" East 124.80 feet to a point on the southerly right of way line of 11800 South Street and the POINT OF ENDING.



**EXHIBIT D  
TO  
EASEMENT AGREEMENT**

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Legal Description of Overflow Easement Parcel

The real property referenced in the foregoing instrument as the Overflow Easement Parcel is located in Salt Lake County, Utah and is more particularly described as:

An easement being 10 feet in width, 5 feet on either side of the following described centerline:

Commencing at the Northeast corner of Section 28, Township 3 South, Range 2 West, Salt Lake Meridian; thence South 00°41'17" West 788.89 feet along section line; thence West 575.85 feet to the POINT OF BEGINNING; thence South 29°10'27" East 123.41 feet to the POINT OF ENDING.

**EXHIBIT E  
TO  
EASEMENT AGREEMENT**

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Legal Description of Temporary Construction Easement Parcel

The real property referenced in the foregoing instrument as the Temporary Construction Easement Parcel is located in Salt Lake County, Utah and is more particularly described as:

An easement being 40 feet in width, 20 feet on either side of the following described centerline:

IN SECTION 28: Commencing at the Northeast corner of Section 28, Township 3 South, Range 2 West, Salt Lake Meridian; thence South 00°41'17" West 733.00 feet along section line to the POINT OF BEGINNING; thence West 498.76 feet to the POINT OF ENDING.

IN SECTION 27: Commencing at the Northwest corner of Section 27, Township 3 South, Range 2 West, Salt Lake Meridian; thence South 00°41'17" West 733.00 feet along section line to the POINT OF BEGINNING; thence East 65.48 feet; thence North 610.44 feet; thence North 44°59'45" East 124.80 feet to a point on the southerly right of way line of 11800 South Street and the POINT OF ENDING.