

When Recorded, Mail To:
Kennecott Water Distribution LLC
4700 Daybreak Parkway
South Jordan, Utah 84009
Attention: George J. Stewart

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8/17/2015 1:57:00 PM \$20.00
Book - 10353 Pg - 2295-2299
Gary W. Ott
Recorder, Salt Lake County, UT
HOLLAND & HART LLP CO
BY: eCASH, DEPUTY - EF 5 P.

Tax Parcel No. 21-33-379-011-0000
Tax Parcel No. 21-33-378-006-0000
Tax Parcel No. 21-33-378-008-0000

PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHT OF WAY DEED

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHT OF WAY DEED (this "*Partial Assignment*") is made and entered into as of the 17 day of August, 2015 (the "*Effective Date*"), by and between KENNECOTT UTAH COPPER LLC, a Utah limited liability company, successor by conversion to Kennecott Copper Corporation, a Delaware corporation ("*Assignor*"), with a mailing address of 4700 Daybreak Parkway, South Jordan, Utah 84009 and KENNECOTT WATER DISTRIBUTION LLC, a Delaware limited liability company ("*Assignee*"), with a mailing address of 4700 Daybreak Parkway, South Jordan, Utah 84009.

RECITALS:

A. Thomas P. Mares and M. Patricia Mares, his wife, and Elliott F. Seaman and Gail M. Seaman, his wife, as Grantors, and Assignor, as Grantee, entered into that certain Right of Way Deed, dated as of December 26, 1963, and recorded December 27, 1963, as Entry No. 1969200, in Book No. 2138, at Page No. 115, in the office of the Salt Lake County Recorder granting perpetual easements and rights of way for the location, construction, maintenance and operation of one or more pipelines, one or more electric transmission lines and for the location of one or more pump stations with one or more electrical substations on the North Parcel and South Parcel to supply electrical power and other related facilities, and access roads (the "*Right of Way*") over, upon and across the real property located in Salt Lake County, State of Utah, described on Exhibit A, which is attached hereto and incorporated herein.

B. Assignor desires to assign and transfer the portion of the Right of Way granting the rights to locate, construct, maintain, and operate one or more pipelines and for the location of one or more pump stations and related facilities, and the right to use the access roads in conjunction therewith and its rights and obligations thereunder, to Assignee and Assignee desires to accept such Partial Assignment of the Right of Way, subject to and in accordance with the terms and conditions set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Partial Assignment of Right of Way. Assignor hereby conveys, transfers, assigns, sets over to and vests in Assignee all of Assignor's right, title, interest, claim or demand that Assignor has in and to the portion of the Right of Way granting the right to locate, construct, maintain, and operate one or more pipelines and for the location of one or more pump stations and related facilities, and the right to use the access roads in conjunction therewith, including all of Assignor's rights and obligation thereunder from and after the Effective Date. Assignor reserves the portion of the Right of Way granting easements and rights of way for one or more electric transmission lines and for the location of one or more electrical substations and related facilities, and the right to use the access roads in conjunction therewith, including all of Assignor's rights and obligations thereunder from and after the Effective Date.

2. Acceptance of Partial Assignment of Agreement. Assignee hereby accepts the Partial Assignment of the Right of Way set forth in Section 1 hereof and agrees to be solely bound by, to assume, and to solely perform all of Assignor's obligations under the Right of Way relating to this Partial Assignment, including all terms and conditions of the Right of Way relating to this Partial Assignment without any restriction or limitation, arising from and after the Effective Date.

3. Incorporation of Recitals and Exhibit. The recitals set forth above and exhibit attached hereto are incorporated in this Partial Assignment by this reference.

4. No Third Party Beneficiaries. Nothing in this Partial Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person, firm, or corporation other than Assignee and its successors and assigns, any remedy or claim under or by reason of this Partial Assignment or any terms, covenants, or conditions hereof, and all the terms, covenants, conditions, promises, and agreements set forth herein shall be for the sole and exclusive benefit of Assignee and its successors and assigns.

5. Further Assurances. Each party hereto shall promptly execute and deliver, or cause to be executed and delivered, all such documents and instruments, in addition to those otherwise required by this Partial Assignment, in form and substance reasonably satisfactory to the other party, as such other party may reasonably request in order to carry out the transactions stated in this Partial Assignment or to carry out or evidence the terms hereof.

6. Successors and Assigns. This Partial Assignment shall be binding upon and shall inure to the benefit of Assignor, Assignee, and their respective successors and assigns.

7. Counterparts/Signatures. This Partial Assignment may be executed in one or more counterparts, each of which will be deemed an original.

8. Attorney's Fees. If any suit or action arising out of or related to this Partial Assignment is brought by any party, the prevailing party or parties shall be entitled to cover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, deposition costs, and all other costs of discovery) incurred by such party or parties in such suit or action, including, without limitation, any bankruptcy, post-trial or appellate proceeding, or the collection or enforcement of any judgment award entered or made in such suit or action.

9. Governing Law. This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, Assignor has executed this Partial Assignment to be effective as of the Effective date.

ASSIGNOR:

KENNECOTT UTAH COPPER LLC,
a Utah limited liability company

By: _____
Name: NIGEL STEWARD
Title: MANAGING DIRECTOR

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

The foregoing instrument was acknowledged before me this 17 day of August, 2015 by Nigel Steward, the Managing Dir of Kennecott Utah Copper LLC, a Utah limited liability company.



Michelle Farnsworth
Notary Public Signature and Seal

ASSIGNEE:

KENNECOTT WATER DISTRIBUTION LLC,
a Delaware limited liability company

By: _____
Name: NIGEL STEWARD
Title: PRESIDENT & CEO

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

The foregoing instrument was acknowledged before me this 17 day of August,
~~2015~~ by Nigel Steward, the Pres & CEO of Kennecott
Water Distribution LLC, a Delaware limited liability company.



Michelle Farnsworth
Notary Public Signature and Seal

EXHIBIT A

[Legal Description of the Property]

That certain real property located in Salt Lake County, State of Utah, more particularly described as follows:

EAST PARCEL

Commencing at a point in the North-South Center line of Section 33, Township 2 South, Range 1 West of the Salt Lake Meridian, said point being situate North 0°6' East 1300.3 feet from the South 1/4 corner of said Section, running thence parallel with and 35.5 feet distant from the center line of the Denver and Rio Grande Western Railroad Company's railroad track South 69°27' West 795.1 feet, thence North 20°33' West 35.5 feet to the said center line of railroad track, thence North 69°27' East 809.2 feet, more or less, to said North-South center line of said Section 33; thence along said North-South center line South 0°06' West 37.9 feet, more or less, to the point of beginning, excluding therefrom that part of said Railroad Company's Right of Way included therein. (Area, less R.R. R. of W. .429 Ac).
[Portion of Parcel ID No. 21-33-379-011-0000].

NORTH PARCEL

Commencing at a point on the center line of the Denver and Rio Grande Western Railroad Company's railroad track 1027.8 feet North and 825.6 feet West of the South quarter Section corner of Section 33, Township 2 South, Range 1 West of the Salt Lake Meridian, thence North 69°27' East 65.0 feet; thence North 51°22' West 161.71 feet; thence South 27°52' East 140.0 feet to the place of beginning. (Area, less R.R. right-of-way, 0.086 Acres).
[Parcel ID No. 21-33-378-006-0000].

SOUTH PARCEL

Commencing at a point on the center line of the Denver and Rio Grande Western Railroad Company's railroad track 1027.8 feet North and 825.6 feet West of the South quarter Section corner of Section 33, Township 2 South, Range 1 West of the Salt Lake Meridian, thence North 69°27' East 75.0 feet; thence South 20°33' East 157.13 feet; thence North 46°04' West 174.10 feet to the place of beginning. (Area, less R.R. right-of-way, 0.114 Acres).
[Parcel ID No. 21-33-378-008-0000].