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Book - 10709 Pg - 1621-1627  
ADAM GARDINER  
RECORDER, SALT LAKE COUNTY, UTAH  
ROCKY MOUNTAIN POWER  
ATTN: LISA LOUDER  
1407 W NORTH TEMPLE STE 110  
SLC UT 84116-3171  
BY: PSA, DEPUTY - WI 7 P.

Return to:  
Lisa Louder/Harold Dudley  
PacifiCorp  
1407 West North Temple, Suite #110  
Salt Lake City, UT 84116  
RW: 2017R0086

### RIGHT OF WAY EASEMENT

**Kennecott Utah Copper LLC, a Utah limited liability company formerly known as Kennecott Utah Copper Corporation**, as Grantor, hereby grants subject to all matters of record to **PacifiCorp**, an Oregon corporation, its successors in interest and assigns, as Grantee, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, a non-exclusive easement and right of way (the "Easement") for the construction, reconstruction, operation, maintenance, repair, replacement, and removal of above-ground electric power lines and all necessary or desirable accessories and appurtenances thereto ("Lines") including without limitation: supporting towers, poles, props, guys and anchors (collectively with the Lines, the "Improvements"), under and across Grantor land located in Salt Lake County, Utah, ("Easement Area") described as follows, and/or shown on Exhibit(s) "A" attached hereto and by this reference made a part hereof:

#### **PARCEL NO. 14091000060000**

A right of way 50 feet in width, being 20 feet west of or to the west boundary line of the Grantor's land said west boundary line also being the east boundary line of 7200 West Street and 30 feet east of the following described survey line:

Beginning on the south boundary line of the Grantor's land at a point 1210 feet north and 79 feet east, more or less, from the southwest corner of Section 10. T. 1 S., R. 2 W., S.L.M.; thence N.0°44'E. 102.4 feet, more or less, to the north boundary line of said Grantor's land, being on said land and being in the SW ¼ of the SW ¼ of said Section 10; containing 5,092.7 sq. ft. or 0.12 of an acre, more or less.

#### **PARCEL NO. 14101000020000**

A right of way 60 feet in width, being 30 feet west of or to the west boundary line of the Grantor's land said west boundary line also being the east boundary line of 7200 West Street and 30 feet east of the following described survey line:

Beginning on the south boundary line of the Grantor's land at a point 1327 feet north and 81 feet east, more or less, from the southwest corner of Section 10. T. 1 S., R. 2 W., S.L.M.; thence N.0°44'E. 223.8 feet, more or less; thence N.3°45'W. 853.1 feet, more or less; thence N.2°11'E. 1,543.3 feet, more or less; thence N.7°05'E. 72.4 feet, more or less, to a northerly boundary line of said Grantor's land, said northerly boundary line also being the southerly right of way line of the Union Pacific Railroad, being on said land and being in the NW ¼ of the SW ¼ and the SW ¼ of the NW ¼ of said Section 10; containing 158,864.7 sq. ft. or 3.65 acres, more or less.

**PARCEL NO 14101000020000**

**PARCEL NO.1403300004000**

A right of way 60 feet in width, being 30 feet west of or to the west boundary line of the Grantor's land said west boundary line also being the east boundary line of 7200 West Street and 30 feet , northerly, southerly and easterly of the following described survey line:

Beginning on the southerly boundary line of the Grantor's land, said southerly boundary line also being the northerly right of way line of the Union Pacific Railroad at a point 1043 feet south and 43 feet east, more or less, from the northwest corner of Section 10. T. 1 S., R. 2 W., S.L.M.; thence N.7°05'E. 30 feet, more or less; thence N.2°11'E. 3,571.0 feet, more or less; thence S.89°50'E. 1,768.8 feet, more or less; thence S.89°06'E. 300.5 feet, more or less; thence S.88°35'E. 389.7 feet, more or less, to the east boundary line of said Grantor's land, being on said land and being in the NW ¼ of the NW ¼ of said Section 10, and in the SW ¼ of the SW ¼, and the N ½ of the SW ¼ of Section 3, Township and Range aforesaid; Containing 360,713.8 sq. ft. or 8.28 acres, more or less.

**Total Area 524,671.2 sq. ft. or 12.05 acres, more or less.**

1. The use of the Easement Area shall be limited to those set forth in the granting clause.
2. Promptly after construction of the Lines or other Improvements and promptly after any repair or maintenance activity that requires disturbance of the surface of the Easement Area, Grantee shall reclaim the disturbed portion of the Easement Area and any of Grantor's affected adjacent lands by grading the area to approximately its natural contour and re-vegetating the area with appropriate plant material.
3. The use of the Easement Area by Grantee shall be in a manner anticipated to cause the least inconvenience to the ownership, use and enjoyment by Grantor of the Easement Area and other property of Grantor, consistent with the practical use and occupancy thereof by Grantee for the purposes above stated. Grantee agrees that Grantor, Grantor's employees, agents, invitees, lessees and assigns may use the Easement Area for any purpose that does not materially interfere with Grantee's use and enjoyment of the Easement as provided for herein. Except for Grantee's agents and contractors, Grantee may not knowingly permit any other person or entity to use the Easement Area for any purpose.
4. Grantee shall have the reasonable right of access to the Easement Area from adjacent lands of Grantor at locations designated by Grantor from time to time (or if Grantor has not reasonably designated access locations, then across Grantor's property at reasonable locations) for Grantee's activities in connection with the purposes for which the Easement has been granted. Grantee shall have no right to construct any new roads or access ways without the prior written consent of Grantor. Grantee assumes all risk of damage to property or injury to persons in or about the Easement Area arising from any cause except to the extent caused by Grantor's negligence or willful misconduct, and Grantee hereby waives all claims in respect thereof against Grantor.
5. Grantee shall indemnify, defend and hold Grantor harmless from and against any losses, damages, claims, causes of action and costs arising from or in connection with Grantee's or its contractor's failure to recognize any hazardous materials condition caused by Grantee or

its contractor, and which should have reasonably been recognized by Grantee and/or its contractor and to comply with the terms of this Right of Way Easement. In no event shall Grantor have any responsibility for any substance or material that is brought to the Easement Area by Grantee or its employees, agents, contractors, subcontractors, or materialmen, or any entity for which any of them is responsible. Grantee shall not incorporate into the work any materials that are hazardous, toxic, or made up of any items that are hazardous or toxic. In the event Grantee discovers, witnesses, or becomes aware of any spills, leaks, emissions, discharges, or escapes of any hazardous material, then it shall immediately take reasonably appropriate emergency action to protect health and safety, otherwise stop work in the affected area, and use reasonable efforts to report the condition to Grantor both orally and in writing. Grantee's indemnification obligation under this Section shall survive termination of this Right of Way Easement.

6. Grantee agrees, and shall cause its contractors, to comply with 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 Right of Way Easement and the work contemplated hereunder on the Easement Area (collectively, "Laws"), including all applicable environmental Laws and regulations, including those related to storm water discharge and dust control. Grantee shall be responsible to identify and obtain any permits required for work contemplated hereunder. Grantee shall, and shall cause its contractors to, comply with Grantor's written health, safety and environmental policies and associated standards in force from time to time (copies of which have been provided to Grantee).
7. Grantee shall at all times keep the Grantor's 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 Grantor's property on account of any act by or on behalf of Grantee, Grantee shall, within 45 days, cause such mechanics' lien to be removed from the Grantor's property.
8. Grantee agrees to indemnify and save Grantor, its parents and affiliates, harmless against any and all damages, claims, causes of action, loss and expense, including attorneys' fees and other legal expenses, by reason of liability imposed or claimed to be imposed by law upon Grantor arising out of or in any manner connected with the existence or construction, use, maintenance, repair, alteration, or inspection of the power line, including liability and claims for (1) damage because of bodily injuries, including death, at any time resulting therefrom, sustained by any person or persons, including Grantee's employees or the employees of Grantee's contractors or subcontractors; (2) damage to property, sustained by any person or persons; (3) damages, costs or claims arising from or relating to actual or alleged environmental contamination or pollution or the actual or alleged violation of any current or future federal, state or local environmental law, regulation or ruling; or (4) any other loss or damage suffered or incurred by Grantor, its employees or agents, or any third party (collectively, (1) - (4) are defined herein as "Liabilities"). The terms of this Section shall survive termination of this Right of Way Easement.

Grantee shall indemnify and save Grantor harmless from and against said Liabilities, whether or not such Liabilities arise or are claimed to have arisen in whole or in part out of the negligence or any other grounds of legal liability, including violation of any duty

imposed by statute, ordinance or regulation, on the part of Grantee, Grantor, their agents, employees or any third parties, but excluding any Liabilities to the extent caused by the negligence or the willful misconduct of Grantor, its agents, employees, contractors or invitees. In addition, Grantee agrees to promptly repair or replace at its cost and expense any property or facilities of Grantor damaged or injured by the acts or omissions of Grantee in the maintenance, operation, existence or use of the Easement.

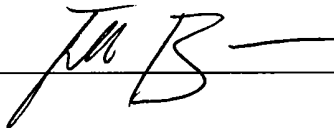
9. If at any time hereinafter, the operation or maintenance of said Lines or other Improvements as hereinabove described, or any portion thereof, shall materially interfere with any operations of Grantor, whether or not now in existence, Grantee shall, upon request from Grantor, reconstruct said Line on other land provided by Grantor so as to avoid such interference. In such event, Grantee shall execute a recordable document releasing this Right of Way Easement as to the abandoned portion of the Easement Area, and Grantor shall grant Grantee an easement on the land upon which the relocated Line or other Improvements is to be constructed on terms and conditions similar to those contained in this Right of Way Easement. The costs actually incurred by Grantee of such reconstruction shall be borne by Grantor.
10. The Easement shall automatically terminate if it is not used for the above stated purpose for a continuous period of one year.
11. The Easement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. Grantee shall not assign, transfer or encumber the Easement or the other rights granted herein without the prior written consent of Grantor, which shall not be unreasonably withheld. Any assignment, transfer or encumbrance of this Easement or the other rights granted herein shall be made subject to the terms and conditions set forth herein and only upon the express assumption by the assignee, transferee or encumbrances of the covenants contained herein.
12. This Right of Way Easement, together with all exhibits and attachments, constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations, verbal or written. No change in, addition to, or waiver of any of the provisions of this Right of Way Easement shall be binding upon Grantor unless in writing signed by an authorized representative of Grantor.
13. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, but this instrument shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.
14. No waiver of any breach by a party of any of the provisions of this Right of Way Easement 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 Right of Way Easement is intended to create an enforceable right, claim, or cause of action upon any third party who is not a party hereto.

15. This Right of Way Easement shall be construed in accordance with and governed by the laws in the State of Utah.
16. This Right of Way Easement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
17. The Easement is accepted by Grantee, subject to all the foregoing terms and conditions, and Grantee agrees to fully comply with, perform, and carry out the same on its part.
18. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

[SIGNATURE PAGES FOLLOWS]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Right of Way Easement to be executed this 19<sup>th</sup> day of December, 2017.

**Kennecott Utah Copper, LLC**, a Utah limited liability company formerly known as Kennecott Utah Copper Corporation

By: 

Its: GM FINANCE

APPROVED AS TO FORM  
RIO TINTO/KUC LEGAL

By:   
Jeff Armington  
Corporate Counsel  
Date: 12-15

STATE OF UTAH            )  
                                      §  
COUNTY OF SALT LAKE )



On this 19 day of December, 2017 personally appeared before me Jon Brennan, as General Manager Finance, of ***Kennecott Utah Copper, LLC***, a Utah limited liability company formerly known as ***Kennecott Utah Copper Corporation*** and who by me duly affirmed, did say that he is General Manager of Finance, of ***Kennecott Utah Copper LLC***, and that said document was signed in behalf of ***Kennecott Utah Copper LLC*** by authority, and ***Kennecott Utah Copper LLC*** executed the same.

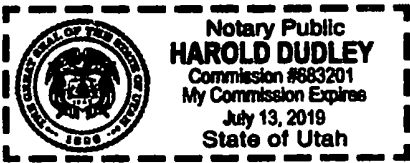
**PacifiCorp, an Oregon Corporation**

By: *Roger B Rigby*  
**Roger Rigby**

Its: **Director, Real Estate**

STATE OF UTAH            )  
                                      §  
COUNTY OF SALT LAKE    )

On this 20 day of December, 2017 personally appeared before me Roger B. Rigby, identity is personal known to me (or proved to me on the basis of satisfactory evidence) and who by me duly affirmed, did say that he is the **Director, Real Estate** of **PacifiCorp**, and that said document was signed in behalf of **PacifiCorp** by authority, and said **PacifiCorp** executed the same.



*Harold Dudley*  
Notary Public

My commission expires: July 13, 2019