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04/23/2019 11:11 AM \$0.00  
Book - 10772 Pg - 5881-5888  
RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
STATE OF UTAH  
4110 STATE OFFICE BUILDING  
PO BOX 141160  
SLC UT 84114  
BY: EAA, DEPUTY - WI 8 P.

WHEN RECORDED, RETURN TO:  
Lee Fairbourn, CCIM  
Real Estate Program Manager  
Utah Division of Facilities Construction and Management  
4110 State Office Building  
Salt Lake City, Utah 84114

Affects Tax Serial No. 07-16-100-002  
Space above for County Recorder's Use

### PARTIAL ASSIGNMENT OF RIGHT-OF-WAY AND EASEMENT AGREEMENT, ACCEPTANCE AND CONSENT

This Partial Assignment of Right-of-Way and Easement Agreement, Acceptance and Consent (this "**Assignment**") is made and entered into this 1 day of April, 2019 (the "**Effective Date**"), by and between the State of Utah, Division of Facilities Construction and Management, an agency of the State of Utah ("**DFCM**"); Brighton and North Point Irrigation Company, a Utah corporation ("**Brighton**"); and Kennecott Utah Copper LLC, a Utah limited liability company ("**Kennecott**"). DFCM, Brighton and Kennecott are sometimes referred to herein as a "**Party**," and collectively as the "**Parties**."

#### RECITALS

A. Property Reserve Inc. ("**PRI**"), as grantor, and Brighton, as grantee, entered into that certain Right-of-Way and Easement Agreement dated February 16, 1996, and recorded July 17, 1996, as Entry No. 6407862, Book 7445, Pages 0850-0856, in the Salt Lake County Recorder's Office (the "**Easement Agreement**") for an easement and right-of-way for the construction, installation and maintenance of a waterway and water lines upon, over, under and across PRI's lands as more particularly described in the Easement Agreement (the "**Brighton Easement**").

B. Brighton has agreed to assign the portion of the Brighton Easement described on Exhibit "A" hereto and depicted on Exhibit "B" hereto (the "**DFCM Easement**") to DFCM.

C. Kennecott owns certain real property consisting of approximately 2,675 acres of land, known as Tax Serial Nos. 07-16-100-002, 07-26-100-008, and 07-27-400-002, located north of Interstate 80 in Salt Lake County, State of Utah (the "**Kennecott Lands**").

D. The DFCM Easement encumbers a portion of the Kennecott Lands.

E. Pursuant to Section 6 of the Easement Agreement, Brighton is required to obtain the prior written consent of Kennecott to the partial assignment to DFCM of the Easement Agreement with respect to the DFCM Easement.

F. Subject to the terms and conditions of this Assignment, Kennecott is willing to consent to the assignment to DFCM.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **ASSIGNMENT.** Brighton hereby conveys the DFCM Easement to DFCM and assigns Brighton's right, title and interest in the Easement Agreement as grantee to DFCM with respect to the DFCM Easement. Brighton hereby retains for itself and its successors and assigns any and all rights and interests in and to, and obligations under, the Easement Agreement except with respect to the DFCM Easement.

2. **ACCEPTANCE.** DFCM accepts the assignment of Brighton's right, title and interest in the Easement Agreement with respect to the DFCM Easement as set forth in Section 1. DFCM agrees to be bound by the terms of the Easement Agreement with respect to the DFCM Easement as grantee under the Easement Agreement and to observe and perform all obligations of grantee under the Easement Agreement with regard to the assigned rights which arise from and after the Effective Date.

3. **ACKNOWLEDGMENTS.** DFCM hereby acknowledges and agrees that: (a) Kennecott retains any and all rights, interests and benefits associated with the Brighton Easement and the DFCM Easement including, without limitation, the right to use and discharge water into the waterways and water lines; and (b) Kennecott as a shareholder in the Brighton and North Point Irrigation Company has the right to utilize the waterways, water lines, ditches and canals owned and managed by Brighton for drainage purposes.

4. **DEVELOPMENT.** Notwithstanding any provision of this Assignment to the contrary and in addition to Kennecott's rights under the Easement Agreement, DFCM hereby agrees that Kennecott and its successors and assigns, shall have the right at such times and in such manner as Kennecott deems necessary to (a) construct, install, operate, maintain, repair and replace access roads, utility lines and crossings on, over, under, across and through the DFCM Easement, (b) replace open waterways with underground pipe on, over, under, across and through the DFCM Easement, and/or (c) relocate or modify portions of the waterways and water lines on, over, under, across and through the DFCM Easement, in order to benefit and accommodate the future development of the Kennecott Lands so long as such does not materially impair DFCM's use of the DFCM Easement. DFCM, its successors and assigns, shall cooperate with Kennecott in all respects including executing and delivering all necessary and related instruments in connection with the foregoing.

5. **CONSENT.** Subject to the terms and conditions of this Assignment, Kennecott hereby consents to the assignment of Brighton's interest in the Easement Agreement with respect to the DFCM Easement as set forth herein. In no event shall this Assignment and/or Kennecott's consent to the assignment of Brighton's interest in the Easement Agreement with respect to the DFCM Easement be construed in such a way as to hinder or interfere with Kennecott's use and development of the Kennecott Lands except as expressly provided herein.

6. **RATIFICATION.** In the event of any conflict or inconsistency between the terms of this Assignment and the terms of the Easement Agreement with respect to the DFCM Easement, the terms of this Assignment will control. Except as set forth herein, all of the terms and conditions contained in the Easement Agreement shall remain the same and in full force and effect, and the

Parties hereby ratify and reaffirm the Easement Agreement and agree to be bound by the Easement Agreement.

**7. GENERAL PROVISIONS.**

(a) If any provision of this Assignment 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 Assignment 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.

(b) The Parties shall not, by virtue of this Assignment 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.

(c) This Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their heirs, personal representatives, successors and assigns.

(d) Each Party, from time to time, shall execute, acknowledge, subscribe and deliver to or at the request of another Party such documents and further assurances as a Party may reasonably require for the purpose of evidencing, preserving or confirming the agreements contained herein.

(e) This Assignment together with the Easement Agreement, sets forth the entire understanding of the Parties with respect to the matters set forth herein as of the date hereof, and supersedes all prior oral and written agreements, discussions and understandings of the Parties hereto as to the matters set forth herein, and cannot be altered or amended except pursuant to an instrument in writing signed by both DFCM and Kennecott.

(f) This Assignment shall be construed, administered and enforced according to the laws of the State of Utah.

(g) Each individual executing this Assignment represents and warrants: (i) that he or she is authorized to do so on behalf of the respective Party to this Assignment; (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 Assignment will not constitute a default under any agreement to which such Party is a party.

(h) This Assignment 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.

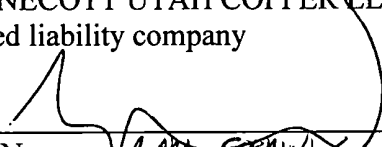
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the dates below written to be effective as of the Effective Date.

**KENNECOTT:**

KENNECOTT UTAH COPPER LLC, a Utah limited liability company


Date: April 1, 2019

By:   
Print Name: Mark Goodwin  
Title: On Finance

**BRIGHTON:**

BRIGHTON AND NORTH POINT IRRIGATION COMPANY, a Utah corporation

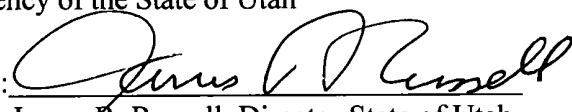
Date: April 12<sup>th</sup>, 2019

By:   
Print Name: Elliott F. Christensen  
Title: President

**DFCM:**

STATE OF UTAH DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, an agency of the State of Utah

Date: April 3, 2019

By:   
James R. Russell, Director State of Utah,  
Division of Facilities

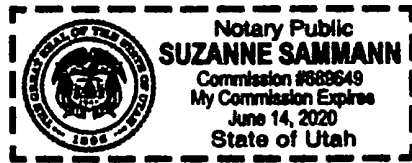
APPROVED AS TO FORM  
/S/ Mike Kelley  
Assistant Attorney General

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

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of April, 2019, by Elliott F Christensen, as President of BRIGHTON AND NORTH POINT IRRIGATION COMPANY, a Utah corporation.

[Signature]  
NOTARY PUBLIC  
Residing at: 1950W Morton Dr  
SLE UT 84116

My Commission Expires:  
June 14, 2020

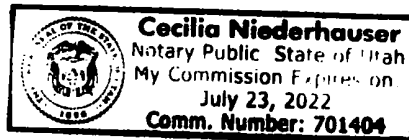


STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of April, 2019, by Jim Russell, as Director of STATE OF UTAH, UTAH DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, an agency of the State of Utah.

[Signature]  
NOTARY PUBLIC  
Residing at: Salt Lake City

My Commission Expires:  
7-23-2022



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

The foregoing instrument was acknowledged before me this 1 day of April, 2019, by Mark Godwin, as GM Finance of KENNECOTT UTAH COPPER LLC, a Utah limited liability company.

[Signature]  
NOTARY PUBLIC  
Residing at: 4700 Jubrecht Parkway  
South Jordan, UT

My Commission Expires:  
22 Sept 2020

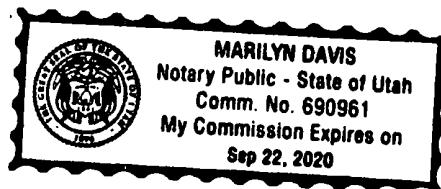


EXHIBIT "A"  
DFCM EASEMENT LEGAL DESCRIPTION

**Brighton Drain Limits of Purchase**  
**12/5/18**

A 100.00 foot wide strip of land located in Sections 16, 17, 20, 21, 28, 29, 32 & 33, Township 1 North, Range 2 West, Salt Lake Base & Meridian, lying 50.00 feet on each side of the following described centerline:

Beginning at a point which is South 89°45'48" East 32.55 feet and South 00°14'12" West 22.82 feet from the Southwest Corner of said Section 28 (the basis of bearing being South 89°45'48" East 2633.90 feet between the monuments found marking the Southwest Corner and the South Quarter Corner of said Section 28), and running thence North 00°19'21" East 7851.21 feet; thence North 01°14'47" West 159.84 feet; thence North 00°17'03" East 6044.25 feet to the Point of Terminus.

Contains 1,405,530 Sq. Ft. or 32.27 Ac.

**Note:**

*The Original Deed basis of bearing is South 00°04'18" West between the Northwest corner of Section 35 and the West Quarter of Section 35. The Prison coordinate system bearing between the same monuments is South 00°18'13" West. Rotate bearings counter-clockwise 0°13'55" to equal original deed calls.*

EXHIBIT "B"  
USCF BRIGHTON DRAIN EXHIBIT 12-5-18



SEC 17  
T1N R2W  
SLB&M

SEC 16  
T1N R2W  
SLB&M

N00°17'03"E  
6044.25'

SEC 20  
T1N R2W  
SLB&M

N01°14'47"W  
159.84'

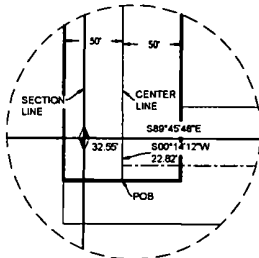
SEC 21  
T1N R2W  
SLB&M

1,405,530 SQ FT  
(32.30 AC.)

SEC 29  
T1N R2W  
SLB&M

N00°19'21"E  
7851.21'

SEC 28  
T1N R2W  
SLB&M



DETAIL "A"  
(NTS)

SEE DETAIL "A"

SOUTHWEST CORNER SECTION 28  
TOWNSHIP 1 NORTH, RANGE 2 WEST,  
SALT LAKE BASE AND MERIDIAN

BASIS OF BEARING  
S89°45'48"E 2633.90' (M)

SOUTH QUARTER CORNER SECTION 28  
TOWNSHIP 1 NORTH, RANGE 2 WEST,  
SALT LAKE BASE AND MERIDIAN

SEC 32  
T1N R2W  
SLB&M

SEC 33  
T1N R2W  
SLB&M

**PSOMAS**

4179 Riverbend Road, Suite 200  
Salt Lake City, Utah 84123  
(801) 270-3777 (801) 270-5782 (FAX)

USCF  
**BRIGHTON DRAIN**  
EXHIBIT 12-5-18

Scale: 1" = 1000'

Drawn by: SRV

Checked by: JT

PROJECT NO. BH0E010300

FIGURE #