

12974747
4/25/2019 2:47:00 PM \$49.00
Book - 10773 Pg - 6360-6375
RASHELLE HOBBS
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 16 P.

WHEN RECORDED, RETURN TO:
John Birkinshaw
Principal Advisor Land Resources
Kennecott Utah Copper LLC
4700 W. Daybreak Parkway
South Jordan, UT 84009

Affects Tax Serial Nos. 07-16-100-002 and 07-26-100-008
Space above for County Recorder's Use

INDEMNIFICATION AGREEMENT

This INDEMNIFICATION AGREEMENT (this "**Agreement**") is made effective as of the 1 day of APRIL, 2019 (the "**Effective Date**"), by and between KENNECOTT UTAH COPPER LLC, a Utah limited liability company ("**Owner**"), and STATE OF UTAH, UTAH DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT ("**Indemnitor**"). Owner and Indemnitor are sometimes referred to herein as a "**Party**," and collectively as the "**Parties**."

RECITALS:

A. Owner is the owner of certain real property consisting of approximately 2,675 acres of land located in Salt Lake County, Utah (the "**Owner Property**"), which real property is more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.

B. Pursuant to that certain Real Property Agreement dated April 1, 2019, between Owner and Indemnitor (the "**Property Agreement**"), Owner agreed to grant to Indemnitor temporary construction easements on, over, across, under and through portions of the Owner Property more particularly described on Exhibit B, attached hereto and incorporated herein by this reference (collectively, the "**Right-of-Way Property**").

C. In connection with Indemnitor's construction of a new state correctional facility (the "**Correctional Facility**"), Indemnitor intends to construct on the Right-of-Way Property and other property certain access roads, utility lines for power, water, sewer, gas and communications, and storm and surface water drainage improvements (collectively, the "**Improvements**").

D. The Parties intend that upon Indemnitor's completion of construction of the Improvements, the access roads shall be conveyed by dedication plat to Salt Lake City Corporation (the "**City**") and opened, operated and maintained continuously as public roads and for public use.

E. Portions of the Right-of-Way Property are located immediately adjacent to or near the inactive landfill located at 7200 West No. Temple, Salt Lake City, Utah, commonly known as the North Temple Landfill (the “NTL”).

F. Owner is willing to grant temporary construction easements for the Right-of-Way Property to Indemnitor so long as Indemnitor assumes the risks associated with environmental conditions pertaining to the NTL including any historic or future adverse impacts on the Owner Property and arising out of the design, construction, use, operation and/or abandonment of the Improvements and/or arising out of, connected with and/or related to the Property Agreement and so long as Indemnitor protects Owner and the Owner Property from liabilities, losses and damages arising out of the design, construction, use, operation and/or abandonment of the Improvements.

G. Indemnitor desires to obtain from Owner temporary construction easements on, over, across, under and through the Right-of-Way Property and assume the risks associated with environmental conditions pertaining to the NTL including any historic or future adverse impacts on the Owner Property and arising out of the design, construction, use, operation and/or abandonment of the Improvements and/or arising out of, connected with and/or related to the Property Agreement that adversely affects the Right-of-Way Property and desires to protect Owner and the Owner Property from liabilities, losses and damages arising out of the design, construction, use, operation and/or abandonment of the Improvements.

H. The Owner Property is benefitted by that certain Enforceable Written Assurance Letter (the “EWA”) dated July 10, 2012 issued by Utah Department of Environmental Quality (“DEQ”) to Owner.

I. Pursuant to Section 5(a)(ii) of the Property Agreement and as a condition to Owner’s obligation to grant to Indemnitor the temporary construction easements for the Right-of-Way Property, Indemnitor is required, and has agreed, to indemnify, save, defend and hold harmless Owner and its parent entities, affiliates, subsidiaries, divisions, partners, predecessors, successors in interest, heirs, and assigns, and all other persons with whom each of them has been or is now affiliated and their respective officers, directors, members, shareholders, agents, managers, servants, representatives, employees, and attorneys (collectively, “Owner Parties”) from any Claims suffered or incurred by Owner.

J. Indemnitor desires to enter into this Agreement with Owner and Owner desires to enter into this Agreement with Indemnitor, upon the terms and conditions set forth herein.

TERMS AND CONDITIONS:

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recital Incorporation; Definitions; No Amendment.** The Recitals are hereby incorporated herein by this reference, and each Party represents they are true and correct. Unless otherwise indicated herein, all terms used in this Agreement shall have the definitions

assigned to them in the Property Agreement. Nothing in this Agreement constitutes an amendment to the Property Agreement. In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Property Agreement, the terms of this Agreement shall control.

2. **Enforceability of EWA.** Indemnitor covenants and agrees that the EWA is the valid, enforceable and binding determination and agreement by DEQ and that Owner and its successors are entitled to all protections and benefits afforded by the EWA. Indemnitor shall take no action that would reduce (or fail to take action where such failure to take action would reduce) any protection and/or benefit afforded to Owner by the EWA. Indemnitor hereby waives and releases any and all rights and claims to challenge the validity or enforceability of the EWA either directly or indirectly.

3. **Representations by Indemnitor.** Indemnitor hereby covenants, represents and warrant to and in favor of Owner:

(a) neither the execution and delivery hereof nor Indemnitor's compliance with the terms hereof or performance of its obligations hereunder will (i) conflict with or result in the violation of any legal requirements applicable to or binding on Indemnitor, (ii) conflict with, or constitute a default under, or result in the violation of, the provisions of any contract, agreement or other document to which Indemnitor is a party, or (iii) require the consent or approval of any person or governmental authority which has not already been obtained;

(b) all approvals, consents, exemptions, authorizations, or other action by or notice to, or filing with, any governmental authority or any other person necessary or required in connection with the execution, delivery or performance by, or enforcement against Indemnitor of this Agreement have been obtained; and

(c) there are no actions, suits, proceedings of any kind, claims or disputes pending, or investigations by or before any person, court, arbitrator or governmental authority now pending against or, to the knowledge of Indemnitor, threatened, at law, in equity, by or against or affecting Indemnitor.

4. **Indemnification by Indemnitor.**

(a) **Claims.** Indemnitor shall assume all responsibility for all liabilities and damages caused by or arising out of any condition of the Right-of-Way Property (including, without limitation, environmental investigation and remediation costs and expenses) whether now existing or hereafter arising. To the fullest extent permitted by law, Indemnitor shall indemnify, defend and hold harmless Owner and the Owner Parties from and against any and all Claims (including reasonable attorney's fees and environmental investigation and remediation expenses) as a result of or arising out of (i) any act or omission of Indemnitor or Indemnitor's employees, agents, engineers, contractors, and/or subcontractors involved with the design, siting, construction, operation and/or abandonment of the Improvements on the Right-of-Way Property; (ii) the generation, manufacture, production, use, storage, release, discharge, disposal, migration or transportation of Hazardous Substances on, over, under or within the Right-of-Way Property;

(iii) the exacerbation, release and/or migration of Hazardous Substances from the NTL on, at, to, in, above, about, under, from or in the vicinity of the Owner Property, the Right-of-Way Property or any portion thereof; (iv) the act or negligence of Indemnitor or anyone for whom Indemnitor is liable for; (v) any damage to the Owner Property arising out of or related to the design, siting, construction and/or operation of the Improvements on the Right-of-Way Property; (vi) injury to persons, including death, or damage to property, or otherwise to the extent arising out of or occasioned by any negligent act or omission of Indemnitor, its licensees or contractors, or their respective agents or employees; (vii) any breach or default by Indemnitor of this Agreement or the Property Agreement that is not cured within the applicable time period set forth in the Property Agreement; and (viii) violation of Environmental Laws. Notwithstanding the foregoing, Indemnitor shall not be obligated to indemnify Owner for Hazardous Substances actively brought to or placed on the Right-of-Way Property and/or the Owner Property by Owner or any Owner Party in violation of Environmental Laws.

(b) **Procedures for Indemnification.**

(i) Owner or any Owner Party (for purposes of this Section, an “**Indemnified Party**”), shall give Indemnitor, written notice (a “**Claim Notice**”) of any matter which it has determined has given or could give rise to a right of indemnification stating the basis of the Claim, if known, containing a reference to the provisions of this Agreement in respect of which such right of indemnification is claimed or arises; provided, that the failure to provide such notice shall not release the Indemnitor from its obligations under Section 4(a). Indemnitor shall have fifteen (15) business days after its receipt of a Claim Notice to give notice to the Indemnified Party, in writing, either denying its obligations to, or agreeing to fully, indemnify and defend the Claim.

(ii) If Indemnitor notifies the Indemnified Party that it agrees to fully indemnify and defend the Indemnified Party against the Claim, then Indemnitor will have the right to assume and thereafter conduct (at its sole expense) the defense of the Claim with counsel of its choice reasonably satisfactory to the Indemnified Party; provided, that Indemnitor shall not consent to the entry of any judgment or enter into any settlement with respect to the Claim without the prior written consent of the Indemnified Party (not to be unreasonably withheld, delayed or conditioned) unless the judgment or proposed settlement involves only the payment of money damages and (A) does not impose an injunction or other equitable relief upon the Indemnified Party, and (B) includes as an unconditional term thereof giving of a release from all liability with respect to such Claim by each claimant or plaintiff to each Indemnified Party that is the subject of such Claim.

(iii) If (A) Indemnitor fails to assume the defense of a Claim in accordance with Section 4(b), (B) an Indemnified Party determines in good faith that an adverse determination with respect to the proceeding giving rise to such Claim for indemnification would be materially detrimental to or injure the Indemnified Party’s reputation or future business prospects, (C) the Claim seeks an injunction or equitable relief against the Indemnified Party, (D) under applicable standards of professional conduct, a conflict of interest on any significant issue related to such proceeding exists between Indemnitor, on the one hand, and an Indemnified Party, on the other hand, or (E) Indemnitor is failing to vigorously prosecute or defend such

With a copy to:

Office of the Utah Attorney General
State Agency Counsel Division
State Office Building
Salt Lake City, UT 84114
Attention: Michael Kelley, Assistant Attorney General
Telephone: 801-538-3240
E-Mail: mkelley@agutah.gov

or to such other address as the Parties may from time to time designate by notice in writing to other Parties.

7. **Attorneys' Fees.** In the event that this Agreement or any provision hereof shall be enforced by attorneys retained by a Party hereto, whether by suit or otherwise, the reasonable fees and reasonable costs of such attorneys shall be paid by the Party who breaches or defaults hereunder, including fees and costs incurred upon appeal or in bankruptcy court.

8. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Utah.

9. **Authority.** The individuals signing for each of the respective Parties represents and warrants that he/she has: (a) read and understands this Agreement after consultation with legal counsel, (b) been authorized to execute this Agreement by the Party for which he/she signs, and (c) that he or she signs this document in the capacity and with the proper authority to do so.

10. **Successors; Assigns.** This Agreement shall be binding upon and inure to the benefit of Owner and Indemnitor and their respective heirs, personal representatives, successors and assigns. Notwithstanding the foregoing and except for the dedication of the Right-of-Way Property to the City, Indemnitor may not, without the prior written consent of Owner in each instance, assign, transfer or set over to another, in whole or in part, all or any part of their benefits, rights, duties and obligations hereunder, including but not limited to, performance of and compliance with the conditions hereof. However, this shall not limit the right of Indemnitor or any successor or assigns of Indemnitor to contract with others for any appropriate or necessary remediation. This Agreement shall be recorded and run with the land.

11. **Miscellaneous.** This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. This Agreement may be executed in any number of counterparts, each

of which shall be an original and all of which shall constitute one and the same instrument and facsimile transmissions of signatures shall have the same force and effect as original signatures. All obligations under this Agreement shall continue and survive until all the NTL and the Owner Property has been fully evaluated, and any and all contamination that has emanated and/or migrated, thereto or therefrom, or that may emanate and/or migrate, therefrom, has been fully remediated and such remediation has been approved, accepted and no further action is required by any applicable federal, state or local environmental regulatory agencies and each have provided appropriate and applicable environmental assurance or approvals relating to the NTL and the Owner Property.

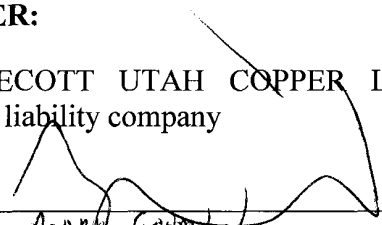
[Signatures and Acknowledgements to follow]

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

OWNER:

KENNECOTT UTAH COPPER LLC, a Utah limited liability company

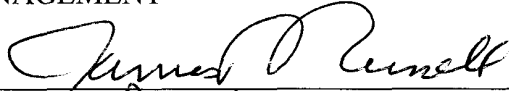
Date: 4/11, 2019

By: 
Name: MARY GENDRON
Its: GM FINANCE

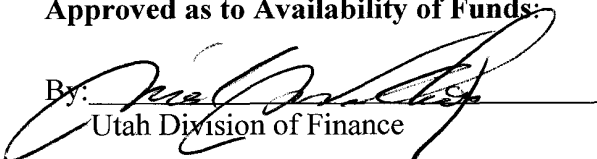
INDEMNITOR:

STATE OF UTAH, UTAH DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT

Date: April 3, 2019

By: 
Name: Director
Its: JAMES R RUSSELL

Approved as to Availability of Funds:

By: 
Utah Division of Finance

Approved as to form:

Sean D. Reyes, Attorney General

By: 
Mike Kelley, Assistant Attorney General

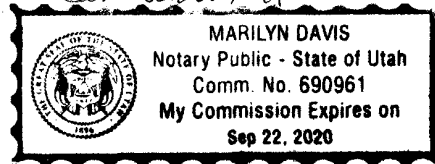
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

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

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

My Commission Expires:

22 Sept 2020



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

The foregoing instrument was acknowledged before me this 3rd day of April, 2019, by James R Russell, as Director of STATE OF UTAH, UTAH DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT.

Cecilia Niederhauer
NOTARY PUBLIC
Residing at: Salt Lake City,

My Commission Expires:

July 23, 2022

**EXHIBIT A
TO
INDEMNIFICATION AGREEMENT**

(Legal Description of Owner Property)

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

PARCEL 1:

A PART OF SECTIONS 26, & 27, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 27, AND RUNNING THENCE SOUTH 89°55'41" WEST 1664.15 FEET; THENCE NORTH 0°02'34" EAST 1320.45 FEET; THENCE NORTH 89°55'14" EAST 325.88 FEET; THENCE NORTH 89°54'55" EAST 16.821 FEET; THENCE NORTH 0°02'26" EAST 1320.254 FEET; THENCE NORTH 0°02'05" EAST 2641.56 FEET; THENCE NORTH 89°52'31" EAST 1324.19 FEET; THENCE SOUTH 89°56'35" EAST 2639.65 FEET; THENCE SOUTH 89°56'40" EAST 1909.06 FEET; THENCE SOUTH 0°04'59" WEST 2093.61 FEET MORE OR LESS TO THE SOUTHERLY LINE OF AN ABANDONED RAILROAD GRADE; THENCE NORTH 82°38'17" WEST 1107.50 FEET ALONG SAID SOUTHERLY LINE; THENCE SOUTH 27°01'23" WEST 151.86 FEET; THENCE SOUTH 0°04'59" WEST 664.72 FEET; THENCE SOUTH 5°08'10" WEST 161.35 FEET; THENCE SOUTH 0°04'59" WEST 1153.32 FEET; THENCE SOUTH 27°08'42" WEST 677.39 FEET; THENCE SOUTH 89°58'51" WEST 1088.96 FEET; THENCE SOUTH 0°01'09" EAST 269.61 FEET; THENCE SOUTH 89°58'51" WEST 303.02 FEET MORE OR LESS TO THE EASTERLY LINE OF THE LITTLE GOGGIN DRAIN; THENCE SOUTH 0°10'25" EAST 339.93 FEET ALONG SAID EASTERLY LINE; THENCE SOUTH 89°58'51" WEST 1667.56 FEET TO THE POINT OF BEGINNING. CONTAINS 610.05 ACRES MORE OR LESS

PARCEL 1A:

THE NONEXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS APPURTENANT TO PARCEL NO. 1 (KNOWN AS DUCK CLUB ROAD) AS DESCRIBED BY AND DEFINED IN THAT CERTAIN GRANT OF RIGHT-OF-WAY RECORDED NOVEMBER 30, 1959 AS ENTRY NO. 1688432 IN BOOK 1669 AT PAGE 214 OF THE OFFICIAL RECORDS.

PARCEL 2:

COMMENCING AT A POINT 100.75 RODS WEST FROM THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE WEST 19.75 RODS; THENCE NORTH 80 RODS; THENCE EAST 19.75 RODS; THENCE SOUTH 80 RODS TO THE POINT OF BEGINNING.

PARCEL 3:

INTENTIONALLY DELETED

PARCEL 4:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89°53'00" EAST, 3691.80 FEET; THENCE NORTH 0° 08' 06" WEST, 60.34 FEET; THENCE SOUTH 89°51'54" WEST, 245.26 FEET; THENCE NORTH 17° 15' 39" WEST, 131.27 FEET; THENCE NORTH 2°54'36" WEST, 130.60 FEET; THENCE NORTH 29° 08' 08" WEST, 162.13 FEET; THENCE NORTH 3°16'26" EAST, 175.49 FEET; THENCE NORTH 29°54'36" EAST, 111.55 FEET; THENCE NORTH 26°14'55" WEST, 96.80 FEET; THENCE NORTH 11°44'16" WEST, 150.00 FEET; THENCE NORTH 10°45'29" EAST, 253.97 FEET; THENCE SOUTH 78°32'13" WEST, 219.90 FEET; THENCE SOUTH 65°54'04" WEST, 67.66 FEET; THENCE SOUTH 35°20'26" WEST, 83.32 FEET; THENCE SOUTH 38°04'35" WEST, 117.19 FEET; THENCE SOUTH 58°52'23" WEST, 150.39 FEET; THENCE NORTH 85°13'53" WEST, 147.60 FEET; THENCE NORTH 62°15'28" WEST, 136.47 FEET; THENCE NORTH 53°26'09" WEST, 101.76 FEET; THENCE NORTH 51° 41' 57" WEST, 98.07 FEET; THENCE NORTH 50°23'39" WEST, 333.84 FEET; THENCE SOUTH 71°44'27" WEST, 938.46 FEET; THENCE NORTH 79°49'41" WEST, 1503.51 FEET; THENCE NORTH 4°42'24" WEST, 324.82 FEET; THENCE NORTH 10°02'36" WEST, 1040.70 FEET; THENCE NORTH 89°56'47" WEST, 885.19 FEET; THENCE SOUTH 0°02'13" WEST, 2640.66 FEET; THENCE SOUTH 89°58'19" EAST, 1314.79 FEET TO THE POINT OF BEGINNING.

PARCEL 4A:

A FIFTY (50) FOOT RIGHT OF WAY OVER THE DUCK CLUB ROAD. THE CENTERLINE OF SAID ROAD IS DESCRIBED AS FOLLOWS:

TWENTY FIVE (25) FEET EACH SIDE OF A CENTER LINE DESCRIBED AS FOLLOWS:

ALONG THE CENTER OF AN EXISTING ROAD BEGINNING AT A POINT ON THE SOUTH SECTION LINE OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 2 WEST, WHICH POINT IS APPROXIMATELY 1336.5 FEET WEST OF THE SOUTHEAST CORNER OF SAID SECTION 27; THENCE NORTH 2640 FEET ALONG EXISTING ROADWAY; THENCE WEST 350 FEET, MORE OR LESS, ALONG AN EXISTING ROADWAY; THENCE NORTHERLY ALONG SAID EXISTING ROAD APPROXIMATELY 1300 FEET; THENCE FOLLOWING THE EXISTING ROAD APPROXIMATELY 3500 FEET APPROXIMATELY NORTH 15° EAST, THENCE ALONG SAID EXISTING ROAD APPROXIMATELY 500 FEET APPROXIMATELY NORTH 57° EAST, THENCE ALONG SAID EXISTING ROAD APPROXIMATELY 1500 FEET APPROXIMATELY NORTH 22° EAST TO THE NORTH LINE OF SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14.

PARCEL 4B:

A FIFTY (50) FOOT RIGHT OF WAY ALONG THE SOUTH LINE OF SECTIONS 25 AND 26 AND EAST 81 RODS OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 5:

A PART OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:

BEGINNING AT A POINT ON THE EASTERLY LINE OF THE LITTLE GOGGIN DRAIN, SAID POINT BEING 971.75 FEET SOUTH 89°58'51" WEST FROM THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER AND RUNNING THENCE SOUTH 0°10'25" EAST 99.00 FEET ALONG SAID EASTERLY LINE TO THE NORTH BOUNDARY LINE OF BONNEVILLE CENTER SUBDIVISION PLAT B, LOCATED IN SALT LAKE CITY, SALT LAKE COUNTY, UTAH; THENCE SOUTH 89°58'51" WEST 1667.99 FEET ALONG SAID NORTH BOUNDARY LINE AND SAID NORTH BOUNDARY LINE EXTENDED TO THE QUARTER SECTION LINE; THENCE NORTH 0°04'35" EAST 99.00 FEET ALONG SAID QUARTER SECTION LINE TO THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 89°58'51" EAST 1667.56 FEET ALONG SAID SECTION LINE TO THE POINT OF BEGINNING

PARCEL 6:

A PART OF SECTIONS 16, 21, 22, 27 AND ALL OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AS SHOWN ON THOSE CERTAIN RECORD OF SURVEY MAPS FILED IN THE OFFICE OF THE SALT LAKE COUNTY SURVEYOR AS NUMBERS S00-08-0464 THROUGH S00-08-0477, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SALT LAKE COUNTY SURVEY (SLCO) MONUMENT FOUND MARKING THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 89° 57' 51" EAST 2640.69 FEET ALONG THE SECTION LINE TO A SLCO MONUMENT FOUND MARKING THE NORTH QUARTER CORNER OF SAID SECTION 16; THENCE SOUTH 00° 12' 16" WEST 2646.29 FEET ALONG THE QUARTER SECTION LINE TO A REBAR MONUMENT FOUND MARKING THE CENTER QUARTER CORNER OF SAID SECTION 16; THENCE SOUTH 89° 57' 38" EAST 2627.78 FEET ALONG THE QUARTER SECTION LINE TO THE EAST QUARTER CORNER OF SAID SECTION 16; THENCE SOUTH 00°12'38" WEST 2650.36 FEET ALONG THE SECTION LINE TO A SLCO MONUMENT FOUND MARKING THE SOUTHEAST CORNER OF SAID SECTION 16; THENCE NORTH 89° 52' 26" EAST 2648.11 FEET ALONG THE SECTION LINE TO A MONUMENT FOUND MARKING THE NORTH QUARTER CORNER OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00° 02' 57" WEST 2640.27 FEET ALONG THE QUARTER SECTION LINE TO THE CENTER QUARTER CORNER OF SAID SECTION 22; THENCE SOUTH 89°53'28" WEST 2647.71 FEET ALONG THE QUARTER SECTION LINE TO A SLCO MONUMENT FOUND MARKING THE WEST QUARTER CORNER OF SAID SECTION 22; THENCE NORTH 89°56'04" WEST 1314.02 FEET ALONG THE QUARTER SECTION LINE OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00° 02' 27" WEST 2640.57 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF SAID SECTION 21; THENCE SOUTH 89° 58' 18" EAST 1314.55 FEET ALONG

THE SECTION LINE TO A SLCO MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00° 01' 08" EAST 2640.00 FEET ALONG THE SECTION LINE TO THE EAST QUARTER CORNER OF SAID SECTION 28; THENCE NORTH 89° 54' 40" EAST 2645.68 FEET ALONG THE QUARTER SECTION LINE TO A SLCO MONUMENT FOUND MARKING THE CENTER QUARTER CORNER OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89° 54' 46" EAST 1322.72 FEET ALONG THE QUARTER SECTION LINE TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 00° 02' 29" WEST 1320.39 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 89° 54' 55" WEST 670.35 FEET TO A REBAR AND CAP MONUMENT ("CRS ENGINEERS") FOUND MARKING THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 00° 00' 52" WEST 1320.37 FEET TO A REBAR AND CAP MONUMENT ("CRS ENGINEERS") FOUND MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 89° 55' 07" WEST 651.75 FEET ALONG THE SECTION LINE TO A REBAR MONUMENT FOUND MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 27; THENCE SOUTH 89° 55' 31" WEST 2644.15 FEET ALONG THE SECTION LINE TO A REBAR MONUMENT FOUND MARKING THE SOUTHWEST QUARTER OF SAID SECTION 27; THENCE NORTH 89° 59' 02" WEST 2634.00 FEET ALONG THE SECTION LINE TO A SLCO MONUMENT FOUND MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 28; THENCE SOUTH 89°59'24" WEST 2637.77 FEET ALONG THE SECTION LINE TO A SLCO MONUMENT FOUND MARKING THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE NORTH 00° 07' 52" EAST 2642.39 FEET ALONG THE SECTION LINE TO A SLCO MONUMENT FOUND MARKING THE WEST QUARTER CORNER OF SAID SECTION 28; THENCE NORTH 00° 07' 39" EAST 2640.06 FEET ALONG THE SECTION LINE TO A STONE MONUMENT FOUND MARKING THE NORTHWEST CORNER OF SAID SECTION 28; THENCE NORTH 00° 03' 53" EAST 2643.03 FEET ALONG THE SECTION LINE TO THE WEST QUARTER CORNER OF SAID SECTION 21; THENCE NORTH 00°03'58" EAST 2643.62 FEET ALONG THE SECTION LINE TO A SLCO MONUMENT FOUND MARKING THE NORTHWEST CORNER OF SAID SECTION 21; THENCE NORTH 00° 03' 31" EAST 2643.82 FEET ALONG THE SECTION LINE TO A SLCO MONUMENT FOUND MARKING THE WEST QUARTER CORNER OF SAID SECTION 16; THENCE NORTH 00° 04' 18" EAST 2642.81 FEET ALONG THE SECTION LINE TO THE NORTHWEST CORNER OF SAID SECTION 16 AND THE POINT OF BEGINNING.

Being Tax Parcel Nos. 07-16-100-002; and 07-26-100-008.

**EXHIBIT B
TO
INDEMNIFICATION AGREEMENT**

(Legal Description of Right-of-Way Property)

KENNECOTT-SALT LAKE CITY

(Revised 4/6/2018)

A parcel of land being part of an entire tract of land situate in the S1/2 of Section 21, E1/2 of Section 28, S1/2 Section 27, SW1/4 of Section 26, N1/2 NW1/4 of Section 35, and the N1/2 of Section 28, Township 1 North, Range 2 West, Salt Lake Base and Meridian, in Salt Lake County, Utah. The boundaries of said parcel of land are described as follows:

Beginning at the southwest corner of said Section 21; and running thence N.00°20'04"E. 75.00 feet along the westerly boundary line of said entire tract and the westerly section line of said Section 21; thence S.89°44'23"E. 1180.48 feet to the point of tangency of a curve to the left with a radius of 6425.00 feet; thence Easterly along said curve with an arc length of 499.80 feet, chord bears N.88°01'54"E. 499.68 feet; thence N.85°48'12"E. 459.21 feet to the point of tangency of a curve to the right with a radius of 6575.00 feet; thence Easterly along said curve with an arc length of 511.47 feet, chord bears N.88°01'54"E. 511.34 feet (to a point 151.29 feet N.07°45'02"E. more or less from the S 1/4 corner of said Section 21); thence S.89°44'23"E. 2598.88 feet; thence S.00°08'42"W. 150.00 feet, more or less to the southerly section line of said Section 21 (at a point 10.00 feet N.89°44'23"W. more or less along the section line from the southeast corner of said Section 21); thence S.00°08'42"W. 312.41 feet to the point of tangency of a curve to the right with a radius of 6075.00 feet; thence Southerly along said curve with an arc length of 460.33 feet, chord bears S.02°18'57"W. 460.22 feet; thence S.04°29'12"W. 204.74 feet to the point of tangency of a curve to the left with a radius of 5925.00 feet; thence Southerly along said curve with an arc length of 449.23 feet, chord bears S.02°18'52"W. 449.13 feet; thence S.00°08'33"W. 1745.44 feet to the point of tangency of a curve to the left with a radius of 5925.00 feet; thence Southerly along said curve with an arc length of 788.74 feet, chord bears S.03°40'16"E. 788.16 feet; thence S.07°29'05"E. 217.21 feet to the point of tangency of a curve to the right with a radius of 6075.00 feet; thence Southerly along said curve with an arc length of 808.71 feet, chord bears S.03°40'16"E. 808.11 feet; thence S.00°08'33"W. 249.93 feet; thence S.89°50'11"E. 2562.63 feet; thence S.89°50'44"E. 2643.11 feet (at a point 51.00 feet N.00°17'59"E. more or less along the section line from the southeast corner of said Section 27); thence S.89°50'44"E. 861.09 feet to the point of tangency of a curve to the left with a radius of 4075.00 feet; thence Easterly along said curve with an arc length of 520.33 feet, chord bears N.86°29'47"E. 519.97 feet; thence N.82°50'18"E. 229.05 feet to the point of tangency of a curve to the right with a radius of 4225.00 feet; thence Easterly along said curve with an arc length of 60.55 feet, chord bears N.83°14'57"E. 60.55 feet to an easterly boundary line of said entire tract; thence S.00°03'32"W. 150.98 feet along said easterly boundary line to the point of curvature of a non-tangent curve to the left with a radius of 4075.00 feet; thence Westerly along said curve with an arc length of 41.57 feet, chord bears S.83°07'51"W. 41.57 feet; thence S.82°50'18"W. 229.05 feet to the point of tangency of a curve to the right with a radius of 4225.00 feet; thence Westerly

B-1

4842-1016-1995v7

BK 10773 PG 6373

along said curve with an arc length of 539.48 feet, chord bears S.86°29'47"W. 539.11 feet; thence N.89°50'44"W. 861.36 feet to the westerly section line of said Section 35; thence N.00°14'03"E. 99.00 feet along said westerly section line to the northwest corner of said Section 35; thence along the southerly boundary line of said entire tract and the southerly section line of said Sections 27 and 28 the following three (3) courses and distances: (1) N.89°50'44"W. 2642.84 feet; (2) thence N.89°50'45"W. 2637.76 feet; (3) thence N.89°45'08"W. 75.00 feet; thence N.00°08'33"E. 301.20 feet to the point of tangency of a curve to the left with a radius of 5925.00 feet; thence Northerly along said curve with an arc length of 788.74 feet, chord bears N.03°40'16"W. 788.16 feet; thence N.07°29'05"W. 217.21 feet to the point of tangency of a curve to the right with a radius of 6075.00 feet; thence Northerly along said curve with an arc length of 808.71 feet, chord bears N.03°40'16"W. 808.11 feet; thence N.00°08'33"E. 1745.44 feet to the point of tangency of a curve to the right with a radius of 6075.00 feet; thence Northerly along said curve with an arc length of 460.61 feet, chord bears N.02°18'52"E. 460.50 feet; thence N.04°29'12"E. 204.74 feet to the point of tangency of a curve to the left with a radius of 5925.00 feet; thence Northerly along said curve with an arc length of 448.96 feet, chord bears N.02°18'57"E. 448.85 feet; thence N.00°08'42"E. 312.72 feet, more or less, to the northerly section line of said Section 28 (at a point 160.00 feet N.89°44'23"W. more or less along the section line from the northeast corner of said Section 28); thence N.89°44'23"W. 2449.18 feet to the point of tangency of a curve to the left with a radius of 6425.00 feet (at a point 19.72 feet S.89°44'42"E. more or less along the northerly section line from the N 1/4 corner of said Section 28); thence Westerly along said curve with an arc length of 499.80 feet, chord bears S.88°01'54"W. 499.68 feet; thence S.85°48'12"W. 459.21 feet to the point of tangency of a curve to the right with a radius of 6575.00 feet; thence Westerly along said curve with an arc length of 511.47 feet, chord bears S.88°01'54"W. 511.34 feet; thence N.89°44'23"W. 1180.68 feet to the westerly section line of said Section 28 and Westerly boundary line of said entire tract; thence N.00°20'04"E. 75.00 feet along said westerly section line to the point of beginning.

The above described parcel of land contains 2097478 square feet in area or 48.151 acres.

Brighton Drain Easement

A parcel of land located in the southeast quarter and the southwest quarter of Section 27, Township 1 North, Range 2 West, Salt Lake Base and Meridian. More particularly described as follows:

Beginning at a point located North 00°12'08" East, along the west line of said Section 27, 151.40 feet and South 89°47'52" East 81.03 feet from the Southwest Corner of said Section 27 and running thence South 89°50'11" East 1494.24 feet; thence North 00°09'49" East 225.00 feet; thence South 89°50'11" East 500.00 feet; thence South 00°09'49" West 224.99 feet; thence South 89°50'26" East 1154.02 feet; thence South 00°03'29" West 118.32 feet; thence North 89°54'53" West 100.22 feet; thence North 18.45 feet; thence North 89°50'26" West 1153.96 feet; thence North 00°09'49" East 225.00 feet; thence North 89°50'11" West 300.00 feet; thence South 00°09'49" West 225.00 feet; thence North 89°50'11" West 1594.20 feet; thence North 00°08'33" East 100.00 feet to the Point of Beginning. Contains 361,675 Sq. Ft. or 8.30 Acres.

Easement Canal Kennecott East

A parcel of land located in the southeast quarter of Section 28 and the southwest quarter of Section 27, Township 1 North, Range 2 West, Salt Lake Base and Meridian. More particularly described as follows:

Beginning at a point located North 00°12'08" East, along the east line of said Section 28, 151.40 feet and South 89°47'52" East 81.03 feet from the Southeast Corner of said Section 28 and running thence North 00°08'33" East 149.93 feet to a point on a 6075.00 foot radius curve to the left; thence northwesterly 808.71 feet along said curve, through a central angle of 7°37'38", (chord bears North 03°40'16" West 808.11 feet); thence North 07°29'05" West 217.21 feet to a point on a 5925.00 foot radius curve to the right; thence northwesterly 359.47 feet along said curve, through a central angle of 3°28'34", (chord bears North 05°44'48" West 359.41 feet); thence North 89°31'27" East 86.09 feet; thence North 00°04'52" West 400.44 feet to a point on a 5825.00 foot non-tangent radius curve to the left; thence southeasterly 747.90 feet along said curve, through a central angle of 7°21'23", (chord bears South 03°48'23" East 747.38 feet); thence South 07°29'05" East 217.21 feet to a point on a 6175.00 foot radius curve to the right; thence southeasterly 822.02 feet along said curve, through a central angle of 7°37'38", (chord bears South 03°40'16" East 821.42 feet); thence South 00°08'33" West 149.97 feet; thence North 89°50'11" West 100.00 feet to the Point of Beginning. Contains 155,491 Sq. Ft. or 3.57 Acres.

Easement Canal Kennecott West

A parcel of land located in the southeast quarter of Section 28, Township 1 North, Range 2 West, Salt Lake Base and Meridian. More particularly described as follows:

Beginning at a point located North 00°12'08" East, along the east line of said Section 28, 409.74 feet and North 89°47'52" West 70.23 feet from the Southeast Corner of said Section 28 and running thence North 27°51'44" West 112.18 feet to a point on a 5875.00 foot non-tangent radius curve to the left; thence northwesterly 574.44 feet along said curve, through a central angle of 5°36'08", (chord bears North 04°41'01" West 574.21 feet); thence North 07°29'05" West 217.21 feet to a point on a 6125.00 foot radius curve to the right; thence northwesterly 611.94 feet along said curve, through a central angle of 5°43'28", (chord bears North 04°37'21" West 611.68 feet); thence North 44°58'57" West 80.47 feet; thence North 01°02'19" West 72.05 feet; thence South 44°58'57" East 152.21 feet to a point on a 6075.00 foot non-tangent radius curve to the left; thence southeasterly 626.72 feet along said curve, through a central angle of 5°54'39", (chord bears South 04°31'45" East 626.44 feet); thence South 07°29'05" East 217.21 feet to a point on a 5925.00 foot radius curve to the right; thence southeasterly 680.18 feet along said curve, through a central angle of 6°34'39", (chord bears South 04°11'46" East 679.80 feet) to the Point of Beginning. Contains 79,023 Sq. Ft. or 1.814 Acres.