

WHEN RECORDED, RETURN TO:  
Utah Division of Facilities Construction and Management  
State Office Building, Room 4110  
Salt Lake City, UT 84114  
Attention: Jim Russell, Director

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Space above for County Recorder's Use

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "**Agreement**") is made effective as of the 15 day of April, 2019 (the "**Effective Date**"), by and between KENNECOTT UTAH COPPER LLC, a Utah limited liability company formerly known as Kennecott Utah Copper Corporation ("**Grantor**"), and STATE OF UTAH DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, an agency of the State of Utah ("**Grantee**"), with reference to the following facts:

A. Grantor owns certain parcels of real property located in Salt Lake County, Utah ("**Grantor Property**") commonly known as Tax Parcel Nos. 07-16-100-002-0000, 07-26-100-008-0000, 07-22-300-005-0000, 07-27-400-002-0000, and 07-35-100-017-0000.

B. Grantee is the State of Utah agency responsible for managing the siting, design and construction of a new state correctional facility (the "**Correctional Facility**") on property located adjacent to portions of the Grantor Property.

C. In connection with the development of the Correctional Facility, Grantee desires to acquire certain easements on, over, across and through portions of the Grantor Property for storm and surface water drainage improvements and Grantor is willing to grant to Grantee the Easement Parcels 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) "**Drainage Facilities**" means the above ground drainage facility to be constructed by Grantee for drainage of storm and surface water runoff from certain roadways constructed by Grantee in connection with the Correctional Facility.

(b) "**Easements**" means the non-exclusive easements for the Drainage Facilities to discharge surface water from Grantee's roadways to the existing drainage feature commonly known as the Goggin Drain.

(c) "**Easement Parcels**" means the portions of the Grantor Property more particularly described on Exhibit A attached hereto.

(d) **“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.

(e) **“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.

(f) **“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.

(g) **“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.

(h) “**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.

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

2. Grant of Easement; Use. 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 Easement Parcels on, over, under, across and through the Easement Parcels for the sole purpose of installing, operating, maintaining, repairing and replacing the Drainage Facilities. The use of the Easement Parcels by Grantee shall be in a manner calculated to cause the least inconvenience to the ownership, use and enjoyment by Grantor of the Grantor Property, consistent with the practical use and occupancy thereof by Grantee for the purposes above stated. Grantee covenants to Grantor the Drainage Facilities will be designed, constructed and operated in a manner to handle surface drainage from the future development of the Grantor Property. Grantor shall have the right to connect to and use the Drainage Facilities without cost, fee or charge imposed by Grantee in connection with the future development of the Grantor Property by Grantor or its successors and assigns.

3. Condition of Easement Parcel. 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 Easement Parcels are granted to Grantee subject to: (a) any state of facts which an accurate ALTA/NSPS 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 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 Easement Parcels.

5. Relocation. Grantee, its successors and assigns, shall not oppose, hinder or interfere with Grantor’s use and development of the Grantor Property. Grantor reserves the right, upon one hundred twenty (120) days written notice to Grantee, to relocate the Drainage Facilities, in whole or part to another portion of the Grantor Property provided that: (a) Grantor shall be responsible for the costs and expenses associated with the relocation of the Drainage Facilities; (b) the relocated Drainage Facilities provides substantially equivalent drainage; and (c) Grantor shall provide Grantee reasonable easements for the relocated Drainage Facilities. If Grantor elects to relocate the Drainage Facilities or any portion thereof, Grantor and Grantee shall execute,

acknowledge and record, in the official records of the Salt Lake County Recorder's Office, an amendment to this Agreement in order to identify and describe the real property that is subject to the relocated Drainage Facilities. Grantee agrees at that time to execute and record in the official records of the Salt Lake County Recorder's Office, the documents requested by Grantor to terminate Grantee's right, title, and interest in the original Easements.

6. Term. This Agreement together with the Easement Parcels and rights set forth herein shall terminate upon (a) twenty-four months written notice to Grantee, if Grantee abandons or ceases operating the Drainage Facilities; or (b) recordation of an alternative easement for the Drainage Facilities or portion thereof pursuant to the terms and conditions of Section 5.

7. Improvements; Maintenance. Upon completion of any activities of Grantee which disturb the surface of the Easement 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 Drainage 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 Drainage Facilities.

8. Compliance with Law; Construction 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 Drainage Facilities. Grantee shall at all times keep the Easement Parcels and the Grantor Property free from preconstruction liens, construction liens or similar liens arising on account of or resulting from any act by or on behalf of Grantee. In the event any preconstruction lien, construction 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 lien to be removed from the Easement Parcels. Grantee shall indemnify and hold Grantor harmless from any liability for the payment of such liens.

9. Insurance and Indemnity. At all times while this Agreement is in effect, Grantee shall maintain in force the insurance coverages provided by the State of Utah Risk Management Fund established by Utah Code Ann. § 63A-4-201. Additionally, Grantee will ensure that prior to entering upon the Easement Parcels, Grantee's contractors shall obtain a policy of commercial general liability insurance (in a form reasonably acceptable to Grantor) with respect to the Easement Parcels and such contractor's activities thereon, written on an occurrence basis and including contractual liability coverage to cover such contractor's indemnity obligations. 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 9 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. To the fullest extent permitted by law, 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 construction 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 Parcel, except to the extent any such Claims are caused by the negligence 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.

10. 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) To the fullest extent permitted by law, 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 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 negligence or willful misconduct of Grantor or the Grantor Parties.

11. 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 Easement Parcels 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.

12. 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.

13. Mutuality; Runs With the Land.

(a) The Easement Parcels, rights and obligations granted or created hereby are appurtenances to the Parcels and none of the Easement Parcels, rights or obligations may be transferred, assigned or encumbered except as an appurtenance to such Parcels.

(b) The Easement Parcels 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 Easement Parcels at any time or from time to time to the extent such portion is affected or bound by the Easement Parcels 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.

14. 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  
Attention: Manager, Asset Transactions  
Telephone: (801) 204-2756

With a copy to: Kennecott Utah Copper LLC  
4700 W. Daybreak Parkway, Suite 3S  
South Jordan, UT 84095  
Attn: Legal Department  
Telephone: (801) 204-2808

To Grantee: Utah Division of Facilities Construction and Management  
State Office Building, Room 4110  
Salt Lake City, UT 84114  
Attention: Jim Russell, Director  
Telephone: 801-231-3489  
E-Mail: [jimrussell@utah.gov](mailto:jimrussell@utah.gov)

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](mailto:mkelley@agutah.gov)

15. 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. 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) 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 made in writing and 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]

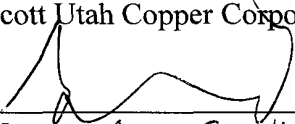


IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates below written to be effective as of the Effective Date.

**GRANTOR:**

KENNECOTT UTAH COPPER LLC, a Utah limited liability company formerly known as Kennecott Utah Copper Corporation

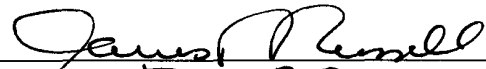
Date: April 15, 2019

By:   
Print Name: MARK GOSWAMI  
Title: GM FINANCE

**GRANTEE:**

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

Date: April 23, 2019

By:   
Print Name: JAMES R RUSSELL  
Title: Director

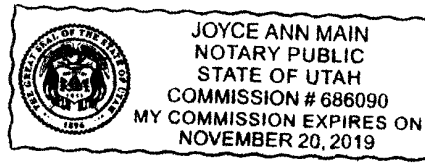
STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 15 day of April, 2019, by Mark Goodwin, as GM-Finance of KENNECOTT UTAH COPPER LLC, a Utah limited liability company.

Joyce Ann Main  
NOTARY PUBLIC  
Residing at: South Jordan, UT

My Commission Expires:

November 20, 2019



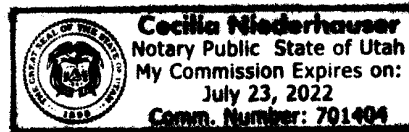
STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 23 day of April, 2019, by Jim Russell, as Director of the STATE OF UTAH DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, an agency of the State of Utah.

Cecilia Niederhauer  
NOTARY PUBLIC  
Residing at: Salt Lake City

My Commission Expires:

July 23, 2022



**EXHIBIT A  
TO  
EASEMENT AGREEMENT**

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(Legal Description of Easement Parcels)

**7200 West Outfall – Kennecott Utah Copper LLC  
12/04/2018**

A perpetual easement, upon part of an entire tract of land situate in the East 1/2 of Section 21 and the Northwest 1/4 of Section 22, Township 1 North, Range 2 West, Salt Lake Base and Meridian, in Salt Lake County, Utah.

The boundaries of said perpetual easement of land are described as follows:

Beginning at a point 149.95 feet North 00°15'41" East along the section line and 160.24 feet North 89°44'23" West from the Southeast corner of said Section 21; and running thence North 89°44'23" West 80.11 feet; thence North 02°44'47" West 1138.10 feet; thence North 04°27'57" West 320.01 feet; thence North 09°48'04" West 1131.91 feet; thence South 89°42'06" East 524.44 feet; thence South 89°52'39" East 1423.86 feet; thence South 00°07'21" West 80.00 feet to the quarter section line of said Section 22; thence along said quarter section line North 89°52'39" West 1423.99 feet; thence North 89°42'06" West 429.05 feet; thence South 09°48'04" East 1040.13 feet; thence South 04°27'57" East 324.94 feet; thence South 02°44'47" East 1143.50 feet to the point of Beginning.

The above described perpetual easement contains 355,997 square feet in area or 8.17 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.

**Canal Easement**

An easement located in the northeast quarter of Section 28, Township 1 North, Range 2 West, Salt Lake Base and Meridian. More particularly described as follows:

Beginning at the Northeast Corner of said Section 28 and running thence, along the east line of said Section 28, South 00°13'16" West 15.53 feet; thence North 53°52'21" West 26.51 feet to the north line of said Section 28; thence, along said north line, South 89°44'26" East 21.47 feet to the Point of Beginning. Contains 167 Sq. Ft. or 0.004 Acres.

**Canal Easement**

An easement located in the southwest quarter of Section 22 and the southeast quarter of Section 21, Township 1 North, Range 2 West, Salt Lake Base and Meridian. More particularly described as follows:

Beginning at the Southeast Corner of said Section 21 and running thence, along the south line of said Section 21, North 89°44'26" West 21.47 feet; thence North 53°52'21" West 19.89 feet; thence North 89°34'38" West 29.03 feet; thence North 00°18'11" East 138.22 feet; thence North 89°44'23" West 1223.76 feet; thence North 00°15'37" East 100.00 feet; thence South 89°44'23" East 1323.83 feet; thence South 00°18'11" West 249.88 feet to the south line of said Section 22; thence, along said south line of Section 22, North 89°52'20" West 33.37 feet to the Point of Beginning. Contains 146,940 Sq. Ft. or 3.373 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.