

12
Return to:
Lisa Louder/Harold Dudley
PacifiCorp
1407 West North Temple, Suite #110
Salt Lake City, UT 84116
RW: 20190010

13057942
08/23/2019 11:30 AM \$40.00
Book - 10820 Pg - 1-12
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
ROCKY MOUNTAIN POWER
ATTN: LISA LOUDER
1407 W NORTH TEMPLE STE 110
SLC UT 84116-3171
BY: DSA, DEPUTY - WI 12 P.

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 14-03-100-006

A non-exclusive perpetual easement, upon part of an entire tract of land situate in the NW 1/4 of Section 3, Township 1 South, 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 North 89°48'18" West 664.00 feet along the Section line and South 00°11'42" West 2,139.21 feet from the North Quarter of Section 3, Township 1 South, Range 2 West, Salt Lake Base and Meridian on the north boundary line of Parcel 1 (Book 7591 Page 2803) also being the centerline of Brighton Drain; thence South 0°18'16" West 505.14 feet to a point on the south boundary of said Parcel 1, also being on the north boundary of a 56 foot wide parcel lying between Parcels 1 and 2 which is vested in Utah Power and Light and excepted from Parcel 1; thence North 89°39'43" West 60.00 feet along said boundary; thence North 00°18'16" East 498.58 feet to a point on the north line of said Parcel 1; thence North 84°06'07" East 60.35 feet to the Point of Beginning.
Containing 30,112 square feet, or 0.69 acres, more or less.

Parcel 14-03-100-005

A non-exclusive perpetual easement, upon part of an entire tract of land situate in the NW 1/4 of Section 3, Township 1 South, 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 North 89°48'18" West 660.04 feet along the Section line and South 00°11'42" West 66.00 feet from the North Quarter of Section 3, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence South 00°18'16" West 2073.21 feet to a point on the North Boundary of Parcel 1 Book 7591 Page 2803 also being the centerline of Brighton Drain; thence South 84°06'07" West 60.35 feet along said north boundary of Parcel 1; thence North 00°18'16" East 2079.62 feet; thence South 89°48'18" East 60.00 feet to the Point of Beginning. Containing 124,580 square feet or 2.86 acres, more or less.

Parcel 07-34-300-002

A non-exclusive perpetual easement, upon part of an entire tract of land situate in the SW1/4 of Section 34, 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 on the southern right of way line of Interstate 80, said point being North 00°15'55" East, along quarter section line, 470.97 feet and North 89°44'05" West 659.59 Feet from the South Quarter corner

of Section 34, Township 1 North, Range 2 West, Salt Lake Base and Meridian and running thence South 00°18'16" West 321.78 feet to the north line of that certain Warranty Deed recorded September 22, 2014 as Entry No. 11916791 in Book 10261 at Page 7293 in the office of the Salt Lake County Recorder; thence, along said north line, North 89°48'18" West 60.00 feet; thence North 00°18'16" East 320.88 feet to said southern right of way line of Interstate 80; thence, along said southern right of way line, North 89°20'00" East 60.01 feet to the Point of Beginning. Containing 19,280 square feet or 0.443 acres, more or less.

Parcel 07-34-300-002

A non-exclusive perpetual easement, upon part of an entire tract of land situate in the Southwest Quarter and the Southeast Quarter of Section 34, 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 on the westerly line of Block 12, Maplewood Addition to Salt Lake City, recorded February 9, 1911 as Entry Number 276527 in Book F at Page 70 in the office of the Salt Lake County Recorder, said point also being North 89°49'00" West 1320.30 feet and North 00°20'10" East 417.57 feet from the Southeast Corner of said Section 34 and running thence along the following described 35.00 foot control line (25 feet right (north) and 10 feet left (south). The south line of the described control line being the north line of a 50-foot pipeline agreement recorded as Entry No. 10798528), North 89°21'17" West 2179.78 feet; thence South 88°10'44" West 445.85 feet; thence South 62°33'31" West 540.71 feet; thence South 70°54'45" West 56.45 feet to the north line of that certain property deeded to Caballero, LLC by Warranty Deed recorded September 22, 2014 as Entry Number 11916791 in Book 10261 at Page 7293 in the office of the Salt Lake County Recorder.

Said easement being 3,223 feet, more or less, in length, with the sidelines of the easement closing on the grantor's boundary lines, and the basis of bearings of the easement being North 89°49'00" West between the Southeast Corner and the South Quarter Corner of said Section 34. Containing 113,640 Square Feet or 2.61 Acres, more or less.

Parcel 07-16-100-002

A non-exclusive perpetual easement, upon part of an entire tract of land located in the northwest quarter of Section 28, southwest and northwest quarter of Section 21, Township 1 North, Range 2 West, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point which is South 00°21'33" West 510.61 feet from the Northeast Corner of said Section 28 and running thence North 04°48'16" East 389.78 feet; thence North 00°17'51" East 122.06 feet to the north line of Section 28; thence North 00°17'51" East 3026.17 feet; thence South 89°23'12" West 30.10 feet to the west line of said Section 21; thence, along said west line, North 00°18'00" East 60.01 feet; thence North 89°23'12" East 90.11 feet; thence South 00°17'51" West 3087.09 feet to the north line of said Section 28; thence South 00°17'51" West 124.46 feet; thence South 04°48'16" West 1163.93 feet to the west line of said Section 28; thence, along said west line, North 00°21'33" East 774.12 feet to the Point of Beginning. Contains 241,014 Sq. Ft. or 5.53 Ac.

1. Grantee's use of the Easement Area shall be limited to those uses 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 accepts the Easement Area "As Is" "Where Is" and "with all faults" in its present condition and state of repair, without representation or warranty of any kind or nature and assumes all risk of damage to Grantee's property or injury to Grantee's employees or contractors in the scope of their work for Grantee 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 and its officers, agents and employees acting in the scope of their employment, harmless from and against any losses, damages, claims, causes of action and costs and expenses, including reasonable attorneys' fees and other legal expenses, 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 releases, 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, remove the hazardous materials and remediate all portions of the affected area, and promptly report the condition to Grantor both orally and in writing. Grantee's obligations under this Section 5 shall survive termination of this Right of Way Easement.
6. Grantee shall comply 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, defend and save Grantor and its officers, agents and employees acting in the scope of their employment, harmless against any and all damages, claims, causes of action, loss and expense, including reasonable 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, without limitation, 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**").

Grantee shall indemnify, defend and save Grantor and its officers, agents and employees acting in the scope of their employment, 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.

Grantee's obligations under this Section 8 shall survive termination of this Right of Way 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 Right of Way Easement. 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 FOLLOW]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Right of Way Easement to be executed this 8 day of July, 2019.

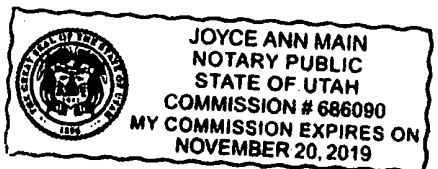
Kennecott Utah Copper LLC, a Utah limited liability company formerly known as Kennecott Utah Copper Corporation

By: _____
[Handwritten Signature]

Its: GM FINANCE

STATE OF UTAH)
 §
COUNTY OF SALT LAKE)

On this 8 day of July, 2019 personally appeared before me Mark Goodwin, as GM-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 GM-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.



Joyce Ann Main
Residing in South Jordan, UT

PacifiCorp, an Oregon Corporation

By: *Roger B. Rigby*
Roger Rigby

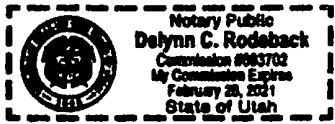
Its: Director, Real Estate

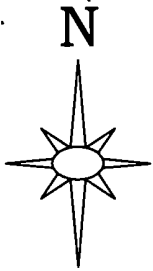
STATE OF UTAH)
 §
COUNTY OF SALT LAKE)

On this 15TH day of AUGUST, 2019 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.

Delynn C. Rodeback
Notary Public

My commission expires: 2/28/2021





"This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area."

T.1S.,R.2W.,
S.L.M.

BASIS OF BEARING
N89°48'18"W 2638.92'

N 1/4 SEC 3,
T1S, R2W,
SLB&M

NE SEC 3, 4
T1S, R2W,
SLB&M

664.00'

KENNECOTT UTAH
COPPER CORPORATION
14-03-100-005

S00°11'42"W
2139.21'

N84°06'07"E
60.35'

POB

BOOK 7591
PAGE 2803

POLE
#14/2

30,112 SQ FT
(0.69 AC)

KENNECOTT UTAH
COPPER CORPORATION
14-03-100-006

KENNECOTT UTAH
COPPER CORPORATION
14-03-100-006

N00°18'16"E 498.58'

S00°18'16"W 505.14'

POLE
#13/2

W 1/4 SEC 3,
T1S, R2W,
SLB&M

S89°39'43"E 5273.16' (M)
(W 1/4 TO E 1/4)
1914.04'

E 1/4 SEC 3,
T1S, R2W,
SLB&M

N89°39'43"W
60.00'

POLE
#TR 3

UTAH POWER & LIGHT CO
14-03-300-001

POLE
#TR 3

UTAH POWER & LIGHT CO
14-03-300-001

POLE
#TR 4

POLE
#11/2

POLE
#12/2

POLE
#1/1 UPS

March 11, 2019

SPONSOR:

SURVEYED BY: PSOMAS

DRAWN BY: S.R.V.

CHECKED BY:

PLOT SCALE: 1 = 1

CAD No:

APPROVAL

EXHIBIT "A"

USCF

KENNECOTT UTAH COPPER

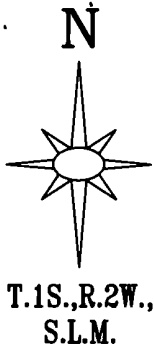
SALT LAKE CITY, SALT LAKE COUNTY, UTAH



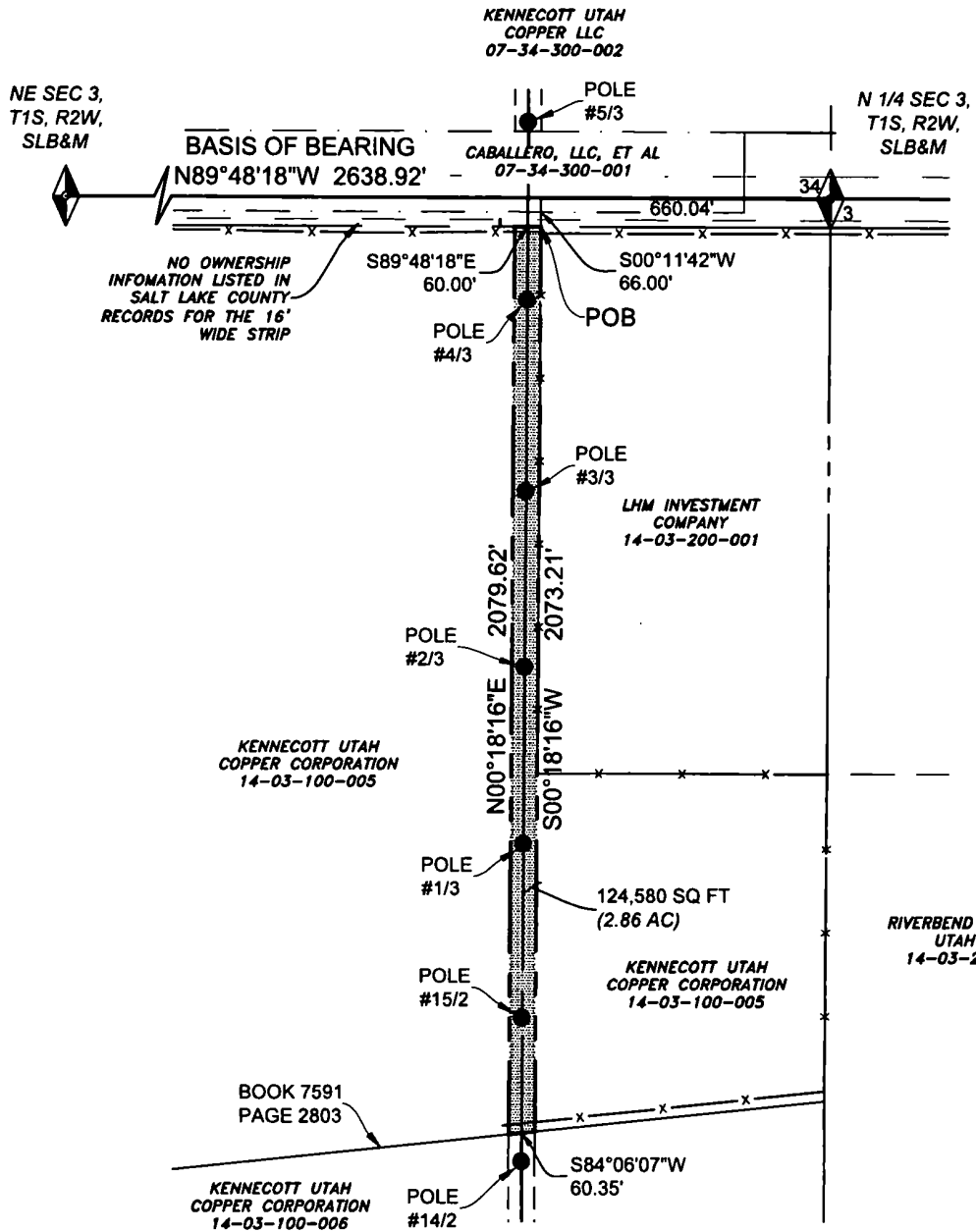
SCALE: 1" = 100'

SHEET 1 OF 1

REV.



"This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area."

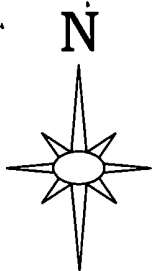


March 11, 2019
SPONSOR:
SURVEYED BY: PSOMAS
DRAWN BY: S.R.V.
CHECKED BY:
PLOT SCALE: 1" = 1'
CAD No:
APPROVAL

EXHIBIT "A"
USCF
KENNECOTT UTAH COPPER
SALT LAKE CITY, SALT LAKE COUNTY, UTAH

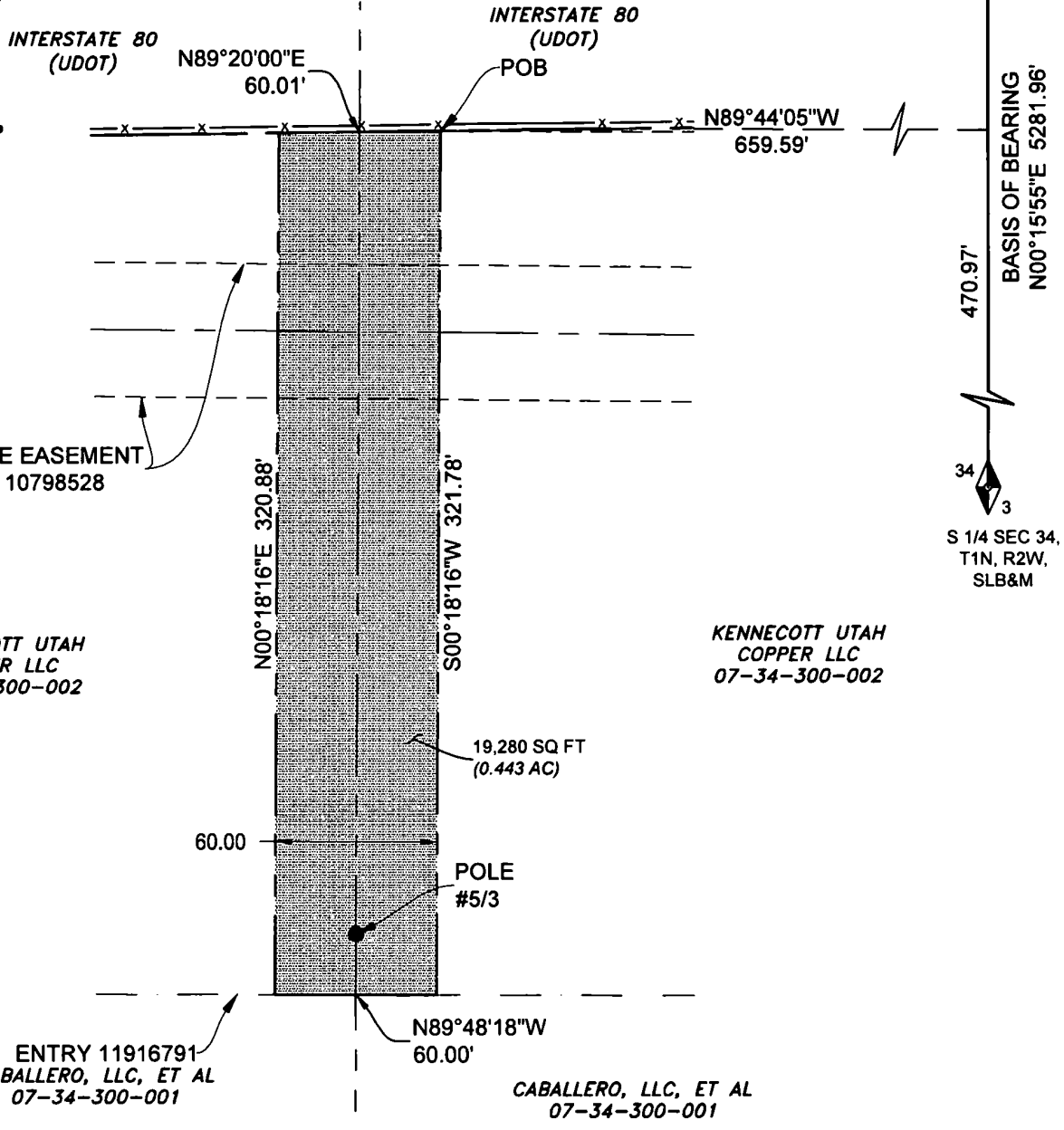


SCALE: 1" = 400'	SHEET 1 OF 1	REV.
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"This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area."

T.1N.,R.2W.,
S.L.M.



50' PIPELINE EASEMENT
ENTRY NO. 10798528

KENNECOTT UTAH
COPPER LLC
07-34-300-002

KENNECOTT UTAH
COPPER LLC
07-34-300-002

19,280 SQ FT
(0.443 AC)

POLE
#5/3

ENTRY 11916791
CABALLERO, LLC, ET AL
07-34-300-001

CABALLERO, LLC, ET AL
07-34-300-001

March 8, 2019
SPONSOR:
SURVEYED BY: PSOMAS
DRAWN BY: S.R.V.
CHECKED BY:
PLOT SCALE: 1" = 1'
CAD No:

EXHIBIT "A"
USCF
KENNECOTT UTAH COPPER
SALT LAKE CITY, SALT LAKE COUNTY, UTAH

APPROVAL

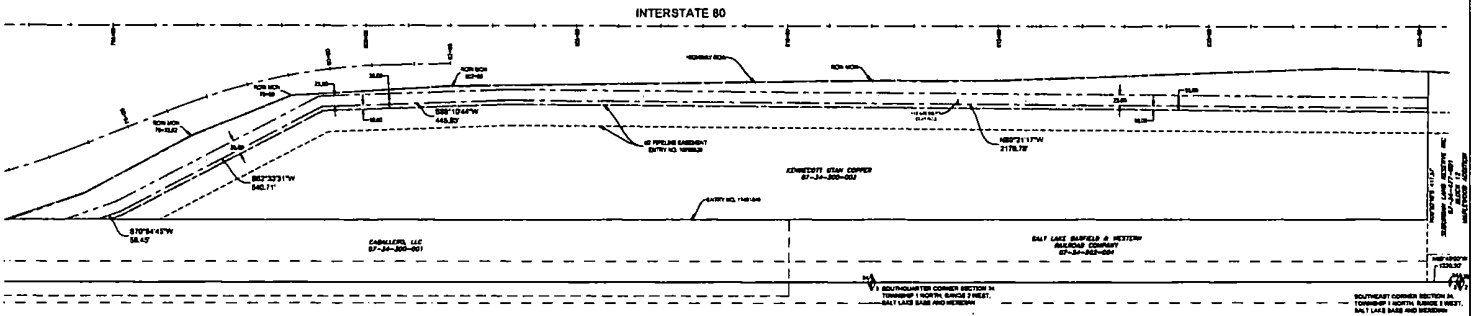


SCALE: 1" = 60'

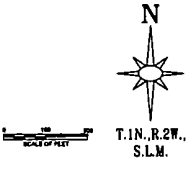
SHEET 1 OF 1

REV.

This drawing should be used only as a representation of the location of the assessment being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described assessment area.



DATE	FEBRUARY 1, 2019
BY	T.I.N. R.2.W.
FOR	EXHIBIT 'A'
PROJECT	USCF
CLIENT	KENNECOTT UTAH COPPER (07-34-300-002)
LOCATION	SALT LAKE CITY, SALT LAKE COUNTY, UTAH
SCALE	AS SHOWN
APPROVAL	



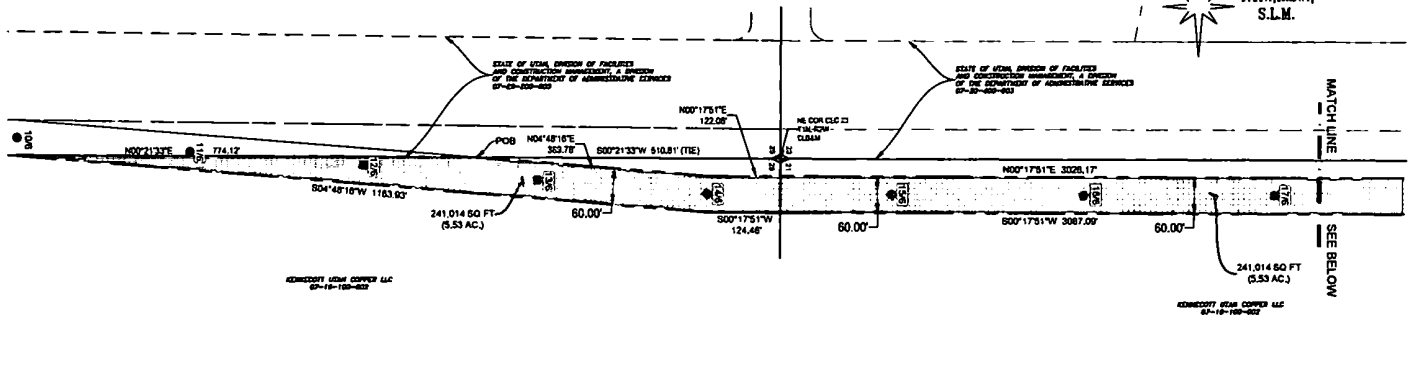
T.I.N. R.2.W.
S.L.M.

"This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area."

USCF, LLC
07-16-100-002



T.1N., R.2W.,
S.L.M.



KENECOTT UTAH COPPER LLC
07-16-100-002

KENECOTT UTAH COPPER LLC
07-16-100-002

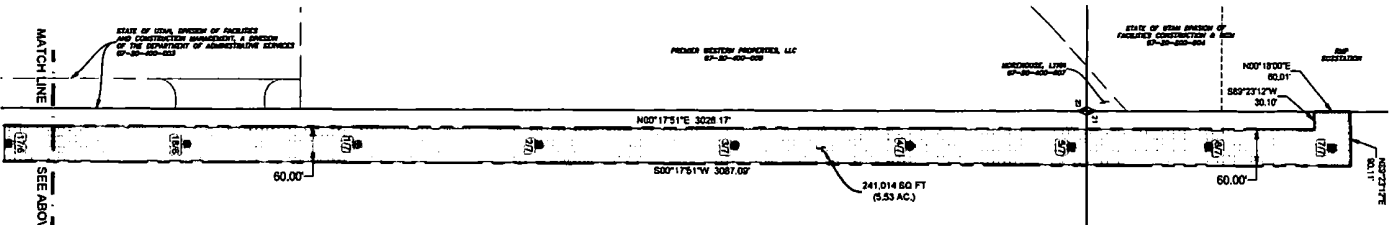
MATCH LINE
SEE BELOW

MATCH LINE
SEE ABOVE

PRELUX SYSTEMS ARCHITECTS, LLC
07-16-100-002

MICHIGANSKI, LARRY
07-16-100-002

STATE OF UTAH, DIVISION OF FACILITIES
AND CONSTRUCTION MANAGEMENT, A DIVISION
OF THE DEPARTMENT OF ADMINISTRATIVE SERVICES
07-16-100-002




KENECOTT UTAH COPPER LLC
07-16-100-002



T.1N., R.2W.,
S.L.M.



JANUARY 15, 2019		EXHIBIT "A" USCF KENECOTT UTAH COPPER LLC (07-16-100-002) SALT LAKE CITY, SALT LAKE COUNTY, UTAH 	
SPONSOR:			
SURVEYED BY: P.SOMAS			
DRAWN BY: S.R.V.			
CHECKED BY:			
PLOT SCALE: 1" = 1'		SCALE: 1" = 300' SHEET 1 OF 1	
CAD No:			
APPROVAL		REV.	