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4/30/2021 4:19:00 PM \$40.00  
Book - 11167 Pg - 3799-3807  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
OLD REPUBLIC TITLE DRAPER/OREM  
BY: eCASH, DEPUTY - EF 9 P.

When Recorded, please return to:  
Kennecott Utah Copper LLC  
4700 Daybreak Parkway  
South Jordan, Utah, 84009  
Attn: Jeff Stephenson

2044839HM-1

Tax IDs: 14-21-300-028, 14-21-300-029, 14-21-300-020, 14-21-300-021 Tax Serial No. \_\_\_\_\_  
14-21-300-022, 14-21-300-006, 14-21-376-008, 14-21-300-007, Space above for County Recorder's Use  
14-21-426-010

**GRANT OF EASEMENT**  
**(Lot 1, 201 Logistics Center – Plat 1)**

THIS GRANT OF EASEMENT (“Grant of Easement”) is made by INTEGRATED GAZELLE, LLC, a Utah limited liability company (“Grantor”), whose address is 9090 South Sandy Parkway, Sandy, Utah 84070, in favor of KENNECOTT UTAH COPPER LLC, a Utah limited liability company (“Grantee”), whose address is 4700 Daybreak Parkway, South Jordan, Utah 84009, in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. Grantor hereby grants and conveys to Grantee a perpetual non-exclusive easement and right-of-way (the “Easement”) on, over, across, under and through certain real property owned by Grantor in Salt Lake County, State of Utah and more particularly described in Exhibit A attached hereto and depicted on Exhibit B attached hereto (the “Easement Parcel”) for the purpose of maintaining, operating, repairing, inspecting, protecting, enlarging, replacing and removing underground water pipelines and fiberoptic lines together with all necessary and desirable appurtenances and facilities (the “Grantee Facilities”).

Grantor and Grantee agree to be bound by the following terms and conditions. Recording of this instrument shall be conclusive evidence of acceptance by Grantee of all of the terms and conditions set forth herein.

1. Subject to the terms and conditions of this Easement, to the extent that the Easement Parcel cannot reasonable be accessed via a public right-of-way, Grantor grants to Grantee rights of ingress and egress at such locations reasonable designated by Grantor within Grantor’s property of which the Easement Parcel is a part and more particularly described on Exhibit C attached hereto (the “Grantor’s Property”) reasonably necessary for the full and complete use, occupation and enjoyment of the Easement, and all rights and privileges incident thereto.

2. Grantor reserves unto itself forever, the right to use and cross over the Easement Parcel, to place or grant other easements on, over, through or across the Easement Parcel, and to otherwise make use of and improvements to the Easement Parcel including landscaping, parking, signage and driveways in connection with the development of Grantor’s Property provided that such uses and improvements do not materially interfere with or damage the Grantee Facilities. Grantee shall use the Easement Parcel in a commercially reasonable manner so as to minimize any damages to the Grantor’s Property and the impact on the use, enjoyment or development by Grantor of the Grantor’s Property.

3. The Easement is hereby conveyed to Grantee "AS IS", "WHERE IS", without warranties, either express or implied, "with all faults", including but not limited to both latent and patent defects.

4. Grantee shall be responsible for operating, using, maintaining and repairing the Grantee Facilities and ensuring that the Grantee Facilities and Grantee's use thereof comply in all material respects with applicable laws, rules, regulations, ordinances and codes (collectively, "Laws") and continue to function as intended, at Grantee's sole cost. All work done in connection with the Grantee Facilities shall be performed in a good and workmanlike manner. Grantee agrees that if, in connection with the use, occupation and enjoyment of the Easement Parcel, any portion of the Grantor's Property is damaged or disturbed by or at the direction of Grantee, then, Grantee shall promptly repair or replace the Grantor's Property (and in any event within thirty (30) days or such longer period as is reasonably required in the exercise of due diligence provided Grantee commences and diligently pursues such repair to completion) to a condition substantially similar to that existing before any such damage or disturbance. The terms of this Section shall survive the termination or expiration of this Grant of Easement.

5. Grantee shall indemnify Grantor from and against all liabilities, damages, suits, claims, costs, loss and/or judgments, arising from injury or death to person or damage to property that occurs as a result of the Grantee's Facilities and/or the use, operation, repair, replacement or maintenance thereof, including, without limitation, Grantee's, or Grantee's agents, representatives, contractors or employees acts or omissions during the operation, repair, replacement, or maintenance of the Easement. The terms of this Section shall survive the termination or expiration of this Grant of Easement.

6. Grantee will not suffer or permit to be enforced against the Grantor's Property, or any part of the Grantor's Property, any preconstruction or construction liens arising from the work of the Grantee or any of its contractors or agents in connection with the Grantee Facilities, and Grantee will pay or cause to be paid (or otherwise resolved through bonding or other appropriate security instrument as provided by applicable law) all of the liens, claims, or demands before any action is brought to enforce the same against the Grantor's Property. If such lien is recorded against the Grantor's Property, then, within twenty (20) days after Grantee receives notice of the filing or recording of any such lien, Grantee shall cause the same to be discharged of record. The terms of this Section shall survive the termination or expiration of this Grant of Easement.

7. At all times while the Easement is in effect, Grantee shall maintain a policy of commercial general liability insurance (in a form reasonably acceptable to Grantor), written on an occurrence basis and including contractual liability coverage to cover Grantee's indemnity obligations hereunder. Such policy shall have a limit of liability of \$1,000,000.00 combined single limit per occurrence. Such policy shall name Grantor as an additional insured. Within 10 days after request by Grantor, Grantee shall provide to Grantor evidence acceptable to Grantor 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.

8. Nothing contained in this Grant of Easement shall be deemed to be a gift or dedication of any portion of the Grantor's property to the general public or for the general public or for any public purpose whatsoever.

9. This Grant of Easement shall be deemed to run with the land and shall be binding upon and inure to the benefit of the successors and assigns of Grantor and Grantee.

10. The provisions of this Grant of Easement shall be governed by and construed in accordance with the laws of the State of Utah. If any provision of this Grant of Easement or the application thereof to any person or circumstance is found to be invalid or unenforceable to any extent, the remainder of this Grant of Easement and the application of such provision to other persons or circumstances shall not be affected thereby, and shall be enforced to the extent permitted by applicable by law. The persons signing below hereby represent and warrant that they are authorized to execute this Grant of Easement.

11. This Grant of Easement may be modified or amended, in whole or in part, or terminated, only by the written consent of Grantee and Grantor, evidenced by a document that has been fully executed and acknowledged by Grantee and Grantor and recorded in the official records of the County Recorder of Salt Lake County, Utah.

[SIGNATURE PAGE FOLLOWS]

DATED as of this 29<sup>th</sup> day of April, 2021.

**GRANTOR:**

INTEGRATED GAZELLE, LLC, a Utah limited liability company

By: \_\_\_\_\_  
Print Name: Stephen Layton  
Title: Manager

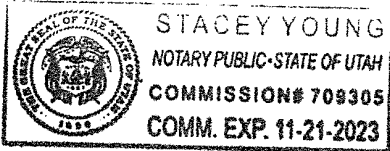
STATE OF UTAH                    )  
  : ss.  
COUNTY OF SALT LAKE        )

The foregoing instrument was acknowledged before me this 29 day of April, 2021, by Stephen Layton, as Manager of INTEGRATED GAZELLE, LLC, a Utah limited liability company.

Stacey Young  
NOTARY PUBLIC  
Residing at: 4090 S. Sandy park way  
Sandy, UT 84070

My Commission Expires:  
11/21/23

[Signatures continue on next page]



Approved as to form:

Nicole Carlisle  
Squires

Digitally signed by Nicole  
Carlisle Squires  
Date: 2021.04.29 12:28:58  
-06'00'

**GRANTEE:**

KENNECOTT UTAH COPPER LLC, a Utah  
limited liability company

By: [Signature]  
Print Name: GABY POIRIER  
Title: MD ETK

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

The foregoing instrument was acknowledged before me this 29 day of April,  
2021, by Gaby Poirier, as M.D. ETK of  
KENNECOTT UTAH COPPER LLC, a Utah limited liability company.



FOREST EDWARD ANTHONY  
NOTARY PUBLIC • STATE OF UTAH  
My Commission Expires April 5, 2022  
COMMISSION NUMBER 699868

[Signature]  
NOTARY PUBLIC  
Residing at: Salt Lake

My Commission Expires:  
4/5/2022

**EXHIBIT A  
TO  
GRANT OF EASEMENT  
(Lot 1, 201 Logistics Center – Plat 1)**

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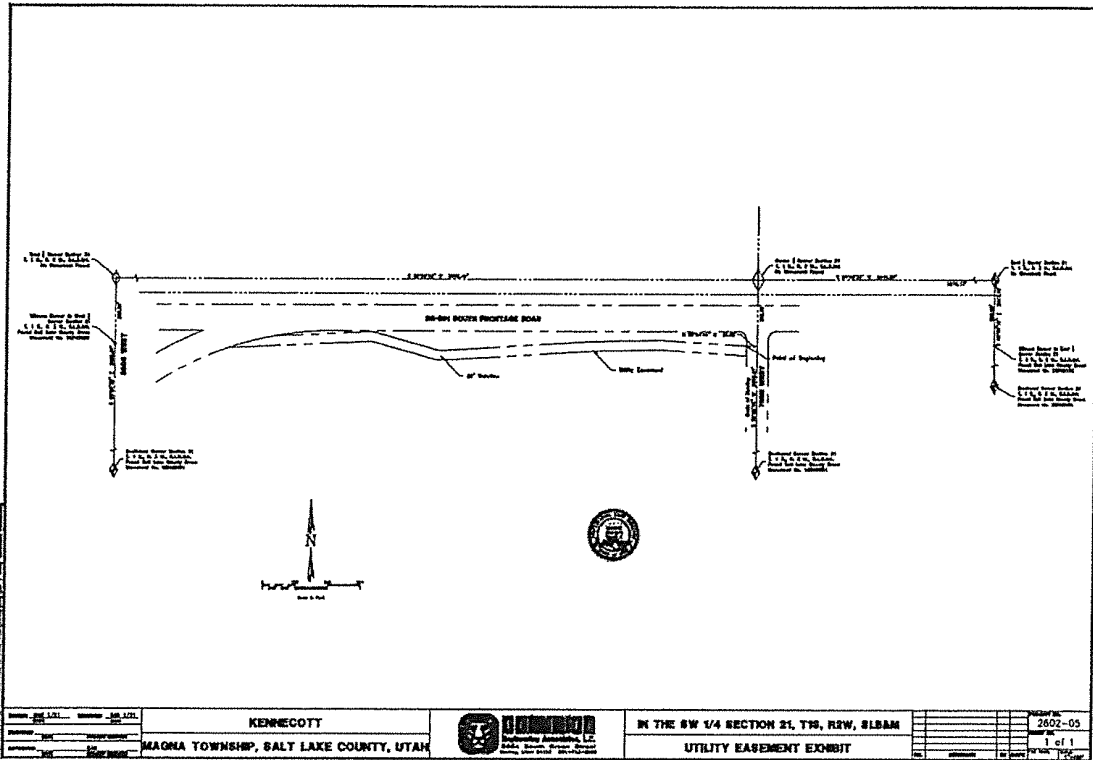
Legal Description of Easement Parcel

A 30.00-foot-wide permanent, non-exclusive easement located in the South Half of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at a point South 00°05'16" West 202.62 feet along the east line of the Southwest Quarter of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian and North 89°54'44" West 33.00 feet from the Center Corner of said Section 21, and thence South 00°05'16" West 30.06 feet; thence North 86°18'04" West 260.93 feet; thence North 80°46'30" West 3.84 feet; thence South 88°48'08" West 208.28 feet; thence South 86°28'18" West 455.64 feet; thence North 89°57'34" West 27.99 feet; thence North 74°18'14" West 205.56 feet; thence South 87°22'39" West 440.79 feet to the southerly line of the SR 201 Frontage Road at a point on the arc of a 985.00 foot non-tangent curve to the right; thence along said line Easterly 143.92 along the arc of said curve through a central angle of 08°22'17" and a long chord of North 75°20'05" East 143.79 feet; thence North 87°22'39" East 305.00 feet; thence South 74°18'14" East 206.27 feet; thence South 89°57'34" East 22.93 feet; thence North 86°28'18" East 455.32 feet; thence North 88°48'08" East 211.09 feet; thence South 81°41'35" East 5.58 feet; thence South 86°18'04" East 257.67 feet to the POINT OF BEGINNING. Said easement encompasses 46,255 square feet or 1.06 acres, more or less.

**EXHIBIT B  
TO  
GRANT OF EASEMENT  
(Lot 1, 201 Logistics Center – Plat 1)**

Depiction of Easement Parcel



**EXHIBIT C**  
**TO**  
**GRANT OF EASEMENT**  
**(Lot 1, 201 Logistics Center – Plat 1)**

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Legal Description of Grantor's Property

A parcel of land located in the Southwest Quarter of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Magna Metro Township, Salt Lake County, Utah, described as follows:

BEGINNING at a point on the southerly line of the SR-201 Frontage Road as it is depicted on the plans for Utah Department of Transportation Project No. F-201(38)7, said point being South 89°58'32" West 1,650.00 feet along the north line of the South Half of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian, South 00°09'13" East 167.92 feet to said southerly line and a point on the arc of a 5,699.60 foot non-tangent curve to the left, the center of which bears South 03°30'08" West, and along said line the following two courses: 1) Westerly 355.52 feet along the arc of said curve through a central angle of 03°34'26" and a long chord of North 88°17'05" West 355.46 feet and 2) South 89°55'43" West 697.74 feet from the East Quarter Corner of said Section 21, and thence Southeasterly 39.34 feet along the arc of a 25.00 foot radius curve to the right through a central angle of 90°09'32" and a long chord of South 44°59'31" East 35.40 feet; thence South 00°05'16" West 1,400.56 feet to a point of tangency of a 25.00 foot radius curve to the right; thence Southwesterly 41.08 feet along the arc of said curve through a central angle of 94°09'03" and a long chord of South 47°09'47" West 36.61 feet to the northerly right of way line of the proposed Beagley Road described as Salt Lake County Project No. EFCMC 19 0016 (FBO Magna Metro Township); thence along said line the following thirteen (13) courses: 1) North 85°45'42" West 146.95 feet to a point of tangency of a 567.00 foot radius curve to the right, 2) Westerly 303.44 feet along the arc of said curve through a central angle of 30°39'45" and a long chord of North 70°25'49" West 299.83 feet, 3) North 55°05'56" West 357.67 feet to a point of tangency of a 633.00 foot radius curve to the left, 4) Westerly 390.65 feet along the arc of said curve through a central angle of 35°21'35" and a long chord of North 72°46'44" West 384.48 feet, 5) South 89°32'29" West 465.25 feet to a point of tangency of a 567.00 foot radius curve to the right, 6) Westerly 249.02 feet along the arc of said curve through a central angle of 25°09'50" and a long chord of North 77°52'36" West 247.03 feet, 7) North 65°17'41" West 155.49 feet to a point of tangency of a 633.00 foot radius curve to the left, 8) Westerly 278.01 feet along the arc of said curve through a central angle of 25°09'50" and a long chord of North 77°52'36" West 275.78 feet, 9) South 89°32'29" West 25.11 feet, 10) North 65°44'56" West 159.51 feet, 11) South 24°15'04" West 73.40 feet, 12) South 89°32'29" West 83.62 feet and 13) North 44°05'17" West 84.72 feet to a point 42.00 feet perpendicularly distant easterly of the west line of Section 21; thence parallel to said line North 00°08'32" East 58.58 feet to the southerly boundary line of that parcel of land described in that certain Special Warranty Deed recorded September 18, 1987 as Entry No. 4524364 in Book 5962 at Page 1136 of said records; thence along said parcel of land the following four (4) courses: 1) South 65°30'05" East 53.91 feet, 2) North 54°29'55" East 60.77 feet, 3) North 35°30'05" West 42.12 feet and 4) North 45°31'05" West 103.39 feet to a point 42.00 feet perpendicularly distant easterly of the west line of Section 21; thence parallel to said line North 00°08'32" East 136.21 feet to said southerly line of the SR-201 Frontage Road; thence along said



line the following seven (7) courses: 1) North 44°35'22" East 59.65 feet, 2) North 78°43'32" East 48.93 feet, 3) North 89°55'15" East 65.21 feet to a point of tangency of a 715.00 foot radius curve to the left, 4) Easterly 418.91 feet along the arc of said curve through a central angle of 33°34'09" and a long chord of North 73°08'10" East 412.95 feet, 5) North 56°21'06" East 249.25 feet to a point of tangency of a 985.00 foot radius curve to the right, 6) Easterly 577.24 feet along the arc of said curve through a central angle of 33°34'37" and a long chord of North 73°08'25" East 569.01 feet and 7) North 89°55'43" East 1,251.41 feet to the POINT OF BEGINNING. Said parcel contains 2,462,246 square feet or 56.52 acres, more or less.