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ADAM GARDINER
Recorder, Salt Lake County, UT
RAY QUINNEY & NEBEKER
BY: eCASH, DEPUTY - EF 6 P.

WHEN RECORDED RETURN TO:
Kennecott Utah Copper LLC
4700 W. Daybreak Parkway, Suite 3S
South Jordan, UT 84009
Attn: Jeff Stephenson

Space above for County Recorder's Use

BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT (this "**Agreement**") is entered into to be effective as of the 7 day of December, 2018 (the "**Effective Date**"), by and among Kennecott Utah Copper LLC, a Utah limited liability company ("**Kennecott**"), with an address of 4700 W. Daybreak Parkway, Suite 3S, South Jordan, UT 84009, and G & N Wood Properties, L.L.C., a Utah limited liability company ("**GNW**"), with an address of 45 East Vine St., Salt Lake City, Utah 84107. Kennecott and GNW are sometimes referred to herein singularly as a "**Party**" and collectively as the "**Parties**" with respect to the following:

A. Kennecott owns that certain parcel of real property (the "**Kennecott Property**") located in Salt Lake County, Utah.

B. GNW owns that certain parcel of real property (the "**GNW Property**") located in Salt Lake County, Utah, more particularly.

C. The Kennecott Property and the GNW Property are contiguous. The Kennecott Property and the GNW Property are sometimes referred to herein singularly as a "**Parcel**" and collectively as the "**Parcels**."

D. The Parties recognize that there are uncertainties between two sets of Section Corners near their respective properties.

E. Pursuant to Sections 10-9a-524, 57-1-45 and 17-27a-523 of the Utah Code, the Parties are entering into this Agreement to establish the boundary line between their respective Parcels in accordance with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual covenants and promises hereinafter set forth, the Parties agree as follows:

1. Accuracy of Recitals. The recitals set forth above are true, correct and complete in all material respects.

2. Boundary Line. Pursuant to Section 57-1-45 of the Utah Code, the Parties hereby covenant and agree that from and after the date of this Agreement, the boundary line (the "**Boundary Line**") between the Kennecott Property and the GNW Property shall follow the legal description which is more particularly described on Exhibit A attached hereto and made a part hereof. Each Party hereto shall have the right to enjoy its respective Parcel up to the Boundary Line. To conform the legal descriptions of each of the Parcels to the Boundary Line, (a) Kennecott

hereby quitclaims to GNW any and all of Kennecott's right, title and interest in and to the real property lying east of and contiguous to the Boundary Line as depicted on the Boundary Line Agreement Exhibit dated September 19, 2018, prepared by Patrick L. Harris, PLS, Ensign Engineering LLC, Project No. 5339A, a copy of which is attached hereto as Exhibit B; and (b) GNW hereby quitclaims to Kennecott any and all of GNW's right, title and interest in and to the real property lying west of and contiguous to the Boundary Line as depicted on Exhibit B.

3. No New Lot. This Agreement effects a "parcel boundary adjustment" as that term is defined in Utah Code Ann. § 17-27a-103(42), and in Utah Code Ann. § 10-9a-103(39), and does not create a new lot and thus is not a "subdivision" as set forth in Utah Code Ann. § 17-27a-103(62)(c)(ii) and (vii), and in Utah Code Ann. § 10-9a-103(57)(c)(ii) and (vi).

4. Integration; Modification. This Agreement contains the entire agreement between the Parties with respect to the matters set forth herein. This Agreement may be modified or amended only with the unanimous written agreement of the Parties, their successors and assigns.

5. Duration; Rights Run With the Land; Binding Effect. This Agreement and the Boundary Line established hereby shall be perpetual. Each of the agreements and rights contained in this Agreement shall (a) inure to the benefit of and be binding upon the Parties and their respective successors, successors-in-title, heirs and assigns as to their respective Parcel, or any portion of their respective Parcel, each of whom shall be an intended beneficiary (whether third party or otherwise) of the rights and agreements granted hereunder; (b) shall run with the land; and (c) shall remain in full force and effect and shall be unaffected by any change in the ownership of, or any encumbrance, lien, judgment, easement, lease or other right affecting, the Parcels, or any portion of the Parcels, or any change of use, demolition, reconstruction, expansion or other circumstances.

6. Further Action. The Parties shall execute and deliver all documents, provide all information, and take or forbear from taking all action as may be necessary or appropriate to achieve the purpose of this Agreement.

7. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.

8. 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, and the use of the plural in this Agreement shall include the singular, where the context is otherwise appropriate.

9. Severability. In the event that any condition, covenant or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant or other provision herein contained. If such condition, covenant or other provisions shall be deemed invalid due to its scope or breadth, such condition, covenant or other provision shall be deemed valid to the extent of the scope and breadth permitted by law.

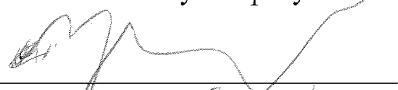
10. Authority. The execution, delivery, and performance of this Amendment has been duly authorized by all necessary action of each Party, and when duly executed and delivered, will be a legal, valid and binding obligation of each Party, enforceable in accordance with its terms.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered shall be deemed an original, but all of which shall together constitute one and the same instrument. This Agreement may be delivered by electronic mail.

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

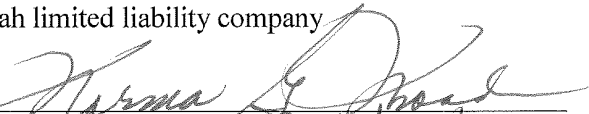
Kennecott Utah Copper LLC,
a Utah limited liability company

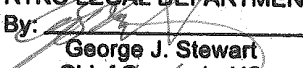
Date: December 7, 2018

By: 
Print Name: TRACE GORDON
Title: CM FINANCE

G & N Wood Properties, L.L.C.,
a Utah limited liability company

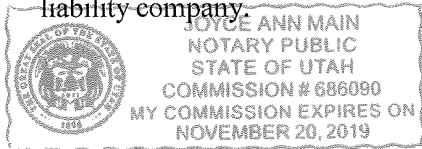
Date: December 21, 2018

By: 
Print Name: NORMA G. WOOD
Title: MANAGER

Approved as to form
RTKC LEGAL DEPARTMENT
By: 
George J. Stewart
Chief Counsel - US
Date: 12/5/2018

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

The foregoing instrument was acknowledged before me this 7 day of December, 2018,
by Mark Goodwin, in such person's capacity as the
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 27th day of December, 2018,
by Norma G. Wood, in such person's capacity as the
Manager of G & N Wood Properties, L.L.C., a Utah limited liability
company.

Alexis Gruninger
NOTARY PUBLIC
Residing at: Kaysville, UT

My Commission Expires:
04/25/2021



**EXHIBIT A
TO
BOUNDARY LINE AGREEMENT**

(Legal Description of Boundary Line)

The common line of GL-1 and GL-2 and GL-7 and GL-8, Section 21 and a portion of the common line between Section 21 and Section 28 and a portion of the North-South Quarter Section Line of Section 28, Township 2 South, Range 2 West, more particularly described as follows:

Beginning at north common corner of GL-1 and GL-2, Section 21, Township 2 South, Range 2 West Salt Lake Base and Meridian said point being North 89°04'22" West 1432.70 feet from the West Quarter Corner of Section 22, Township 2 South, Range 2 West Salt Lake Base and Meridian and said West Quarter Corner of Section 22 being South 58°25'06" East 122.95 feet from the East Quarter Corner of said Section 21, and running; thence South 0°05'54" West 2592.25 feet along the common line of said GL-1 and GL-2 and to and along the common line of GL-7 and GL-8 to the common line of Sections 21 and 28, Township 2 South, Range 2 West Salt Lake Base and Meridian; thence North 89°55'42" West 1330.94 feet along said common line for Section 21 and Section 28 to the North Quarter Corner of Section 28, Township 2 South, Range 2 West Salt Lake Base and Meridian; thence South 0°11'28" East 5033.64 feet along the Quarter Section line of said Section 28 to a point being South 88°31'34" East 2656.29 feet and North 0°11'28" West 292.47 feet from the Southwest Corner of Section 28, Township 2 South, Range 2 West Salt Lake Base and Meridian and being the point of terminus.

Tax Parcel Numbers:

20-21-400-002
20-21-300-003
20-21-400-001
20-28-200-005
20-28-200-002
20-28-100-001
20-28-100-009
20-28-300-004

EXHIBIT B TO BOUNDARY LINE AGREEMENT

(Depiction of Boundary Line)

