

Return to:  
Lisa Louder/ *Lisa Baker*  
PacifiCorp  
1407 West North Temple, Suite #110  
Salt Lake City, UT 84116  
WO: \_\_\_\_\_  
RW: \_\_\_\_\_

**RIGHT OF WAY EASEMENT**

**Kennecott Utah Copper LLC**, a Utah limited liability company, 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 underground electric power transmission, distribution and communication lines ("**Lines**") including without limitation: wires, fibers, cables and other conductors and conduits therefor (collectively with the Lines, the "**Improvements**"); under the surface of the real property of Grantor's land located in Tooele County, Utah (the "**Easement Area**") legally described and graphically depicted on Exhibit "A" and Exhibit "B", respectively, attached hereto and by this reference made a part hereof.

CONTAINING 3,546 SQ.FT. OR 0.0814 ACRES

APN: a portion of 04-070-0-0005

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 unreasonably 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 and Grantee hereby waives all claims in respect thereof against Grantor, except to the extent caused by Grantor's negligence or willful misconduct.

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, except in compliance with the laws governing such materials. 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 caused by Grantee or its

officers, agents, employees and contractors, 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, its 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. The Easement shall automatically terminate if it is not used for the above stated purpose for a continuous period of one year.
10. 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.
11. 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.
12. 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.
13. 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.
14. This Right of Way Easement shall be construed in accordance with and governed by the laws in the State of Utah.
15. 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.

16. 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.
17. 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 2nd day of December, 2021.

Kennecott Utah Copper LLC, a Utah limited liability company

By: [Signature]  
Mark Goodwin

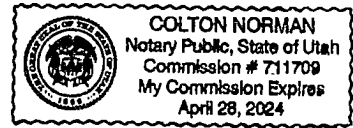
Its: GM Finance  
GM Finance

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

The foregoing instrument was acknowledged before me this 2nd day of December, 2021, by Mark Goodwin, as GM Finance of KENNECOTT UTAH COPPER LLC, a Utah limited liability company.

[Signature]  
NOTARY PUBLIC

[Signature]  
Approved as to form by RT Legal



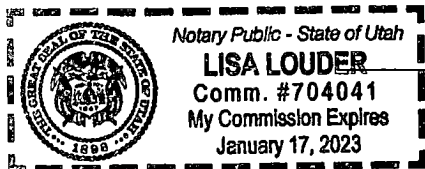
PacifiCorp, an Oregon Corporation

By: Harold Dudley  
Harold Dudley

Its: Right of Way Manager

STATE OF UTAH            )  
                                      §  
COUNTY OF SALT LAKE    )

On this 7<sup>th</sup> day of December, 2021 personally appeared before me Harold Dudley, 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 ROW Manager of PacifiCorp, and that said document was signed in behalf of PacifiCorp by authority, and said PacifiCorp executed the same.



Lisa Louder  
Notary Public

My commission expires: 1.17.2023

**EXHIBIT A  
TO  
RIGHT OF WAY EASEMENT**

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(Legal Description of Easement Area)

Beginning at point on the east line that certain property conveyed to Kennecott Utah Copper Corporation (KUCC), recorded in the office of the Tooele County Recorder as Entry No. 47580, said point also being on the west line of that certain property conveyed to Joel Garcia, recorded in said office as Entry No. 496154, said point lies South 00°16'05" West along the section line 128.10 feet, West 832.43 feet to the southeast corner of said KUCC property and the southwest corner of said Garcia property, and North 00°23'17" East along said east of said KUCC property and said west line of said Garcia property 20.82 feet from the East Quarter Corner of Section 35, Township 1 South, Range 4 West, Salt Lake Base and Meridian (basis of bearing being South 00°16'05" West between the East Quarter corner and the Southeast Corner of Section 35, T1S, R4W, SLB&M), and running thence West 295.32 feet; thence South 46°25'19" West 28.06 feet to the south line of said KUCC property and the north line of that certain property conveyed to Cary Edward Tratos, recorded in said office as Entry No. 93664; thence North 89°43'55" West along said south and north lines 11.00 feet to the southwest corner of said KUCC property and the southeast corner of that certain property conveyed to HPT TA Properties Trust, recorded in said office as Entry No. 279199; thence North 00°06'40" East along the west line of said KUCC property and the east line of said HPT TA Properties Trust property 3.29 feet; thence North 46°25'19" East 37.72 feet; thence East 299.39 feet to said east line of said KUCC property and said west line of said Garcia property; thence South 00°23'17" West along said east and west lines 10.00 feet to the point of beginning.

Containing 3,321 square feet or 0.076 acres.

AND

Beginning at point on the east line that certain property conveyed to Kennecott Utah Copper Corporation, recorded in the office of the Tooele County Recorder as Entry No. 47580, said point also being on the west line of that certain property conveyed to Joel Garcia, recorded in said office as Entry No. 496154, said point lies South 00°16'05" West along the section line 128.10 feet, West 832.43 feet to the southeast corner of said KUCC property and the southwest corner of said Garcia property, and North 00°23'17" East along said east of said KUCC property and said west line of said Garcia property 30.82 feet from the East Quarter Corner of Section 35, Township 1 South, Range 4 West, Salt Lake Base and Meridian (basis of bearing being South 00°16'05" West between the East Quarter corner and the Southeast Corner of Section 35, T1S, R4W, SLB&M), and running thence West 14.00 feet; thence North 16.00 feet; thence East 14.11 feet to said east line of said KUCC property and said west line of said Garcia property; thence South 00°23'17" West along said east and west lines 16.00 feet to the point of beginning.

Containing 225 square feet or 0.005 acres.

Tooele County Tax Parcel No.: A portion of 04-070-0-0005

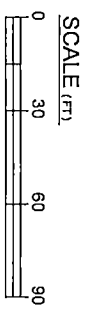
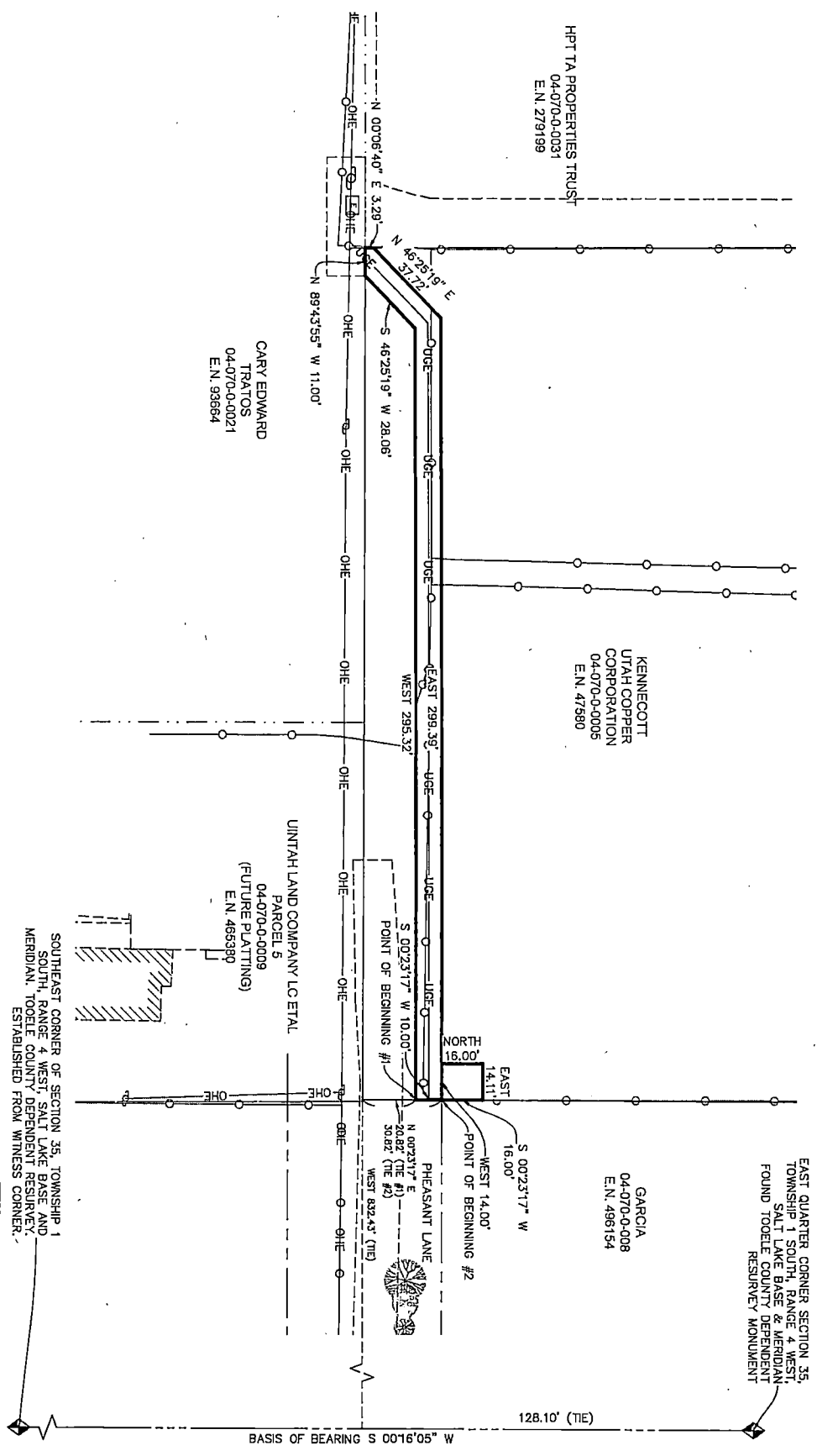
**EXHIBIT B  
TO  
RIGHT OF WAY EASEMENT**

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(Graphic Depiction of Easement Area)

[SEE ATTACHED]





SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, TOOELE COUNTY RESURVEY, ESTABLISHED FROM WITNESS CORNER.

SADDLEBACK PASTURES, L.C.  
PASTURES AT SADDLEBACK

EXHIBIT "B"

**BRINGHAM ENGINEERING**  
SALT LAKE CITY - (801) 532-2520  
OGDEN - (801) 399-1662

Drn: JLS  
Dir: JLS  
Chk: JRL  
Rvw: JRL

Sheet 1 of 1

Rev.	By	Date	Remarks

Print Date: 11/09/2021 Created: 11/19/21 Prof. # 5388  
Copyright © 2020 Brigham Engineering Inc. Drawing not to be reused in part or in whole without written permission.  
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