

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

13925564 B: 11324 P: 7786 Total Pages: 11
04/04/2022 12:48 PM By: dconway Fees: \$40.00
EASEMT- EASEMENT OR GRANT OF EASEMENT
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: PARR BROWN GEE AND LOVELESS
101 SOUTH 200 EAST SUITE 700SALT LAKE CITY, UT 84111

Tax Serial No.: 26-10-326-003 and 26-10-400-001
Space above for County Recorder's Use

GRANT OF EASEMENT
(OU2 Monitoring Well)

THIS GRANT OF EASEMENT ("**Grant of Easement**") is made effective as of January 5, 2022, by VISTA 4 WEST JORDAN, L.C., a Utah limited liability company, VISTA 7 WEST JORDAN, L.C., a Utah limited liability company and VISTA 8 WEST JORDAN, L.C., a Utah limited liability company (collectively, together with its successors and/or assigns, "**Grantor**"), whose address is 101 South 200 East, Suite 2000 and KENNECOTT UTAH COPPER LLC, a Utah limited liability company (together with its successors and/or assigns, "**Grantee**"), whose address is 4700 Daybreak Parkway, South Jordan, Utah 84009.

RECITALS

WHEREAS, LaMar Jones, an individual ("**Jones**"), the predecessor in interest to Grantor, and Kennecott Utah Copper LLC, a Utah limited liability company, the predecessor in interest to Grantee, entered into that certain Agreement dated May 16, 2005 (the "**Existing Agreement**"), pursuant to which Jones granted to Grantee the right to install a monitoring well (the "**Existing Well**") on certain real property owned by Jones in accordance with the terms of the Existing Agreement.

WHEREAS, Grantor has purchased certain real property from VICKY R. JONES, Trustee of the Vicky R. Jones Survivor's Trust UAD February 25, 2016, BRYAN L. JONES, an individual, JENEAL HARSHMAN, an individual and LeANNA JONES, an individual, the successors in interest to Jones (the "**Prior Property Owner**"), which real property includes the area on which the Existing Well is located.

WHEREAS, the Existing Agreement was assigned to Grantor by the Prior Property Owner.

WHEREAS, Grantor and Grantee have agreed to enter into this Grant of Easement Agreement on the terms set forth herein.

NOW THEREFORE, in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

AGREEMENT

1. Within sixty (60) days of receiving notice of recording of this Grant of Easement in the official records of the County Recorder of Salt Lake County, Utah, Grantee will cause the Existing Well to be abandoned and permanently sealed in accordance with the terms of the Existing Agreement and all applicable laws. Upon the completion of the foregoing, the Existing Agreement will be deemed terminated.

2. Grantor hereby grants and conveys to Grantee a 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 drilling, installing, maintaining, operating, repairing, inspecting, protecting, enlarging, replacing and removing a groundwater monitoring well (the "**OU2 Monitoring Well**") for purposes of Grantee's performance under the RD/RA Consent Decree in *United States of America and the State of Utah v Kennecott Utah Copper Corporation*, entered in the United States District Court for the District of Utah on May 21, 2008, Civil Action No. 2:07-cv-00485 - DAK (the "**Consent Decree**").

3. Subject to the terms and conditions of this Grant of Easement, to the extent that the Easement Parcel cannot reasonably be accessed via a public right-of-way, Grantor grants to Grantee rights of ingress and egress at such locations reasonably 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**") as reasonably necessary for the full and complete use, occupation and enjoyment of the Easement, and all rights and privileges incident thereto. Any such entry by Grantee shall be subject to providing Grantor at least forty-eight (48) hours prior written notice. Any such entry shall not disturb or unreasonably interfere with the operations on the Property by Grantor or any of its employees, agents, contractors, tenants or invitees. The Easement shall be used solely for those purposes necessary to comply with groundwater monitoring requirements under the Consent Decree, specifically, drilling, installing, maintaining, operating, repairing, inspecting, protecting, enlarging, replacing, and removing the OU2 Monitoring Well.

4. The Easement shall also include from time to time a temporary construction easement ("**Temporary Construction Easement**") for the purpose of drilling, installing, repairing, modifying, or replacing the OU2 Monitoring Well (the "**Work**"). The size and duration of any Temporary Construction Easement will be limited to what is reasonably required to accommodate the nature of the Work or as required under the Consent Decree, while minimizing as much as reasonably possible the impairment of access by customers or business invitees of Grantor or any inconvenience to or disruption of Grantor's business on Grantor's Property. Prior to commencing any such work, Grantee will coordinate such entry with Grantor and shall comply with Grantor's reasonable instructions during the completion of such Work. Any Temporary Construction Easement shall automatically expire upon completion of the Work.

5. 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 landscaping improvements to the Easement Parcel in connection with

the development of Grantor's Property provided that such uses and improvements do not materially interfere with or damage the OU2 Monitoring Well. 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. Grantor agrees not to construct any structure, driveway, or parking area within the Easement Parcel, however, Grantor will be permitted to install landscaping within the Easement Parcel.

6. The Easement is hereby conveyed to Grantee "AS IS", "WHERE IS", without warranties, either express or implied, "with all faults."

7. Grantee shall be responsible for drilling, installing, maintaining, operating, repairing, inspecting, protecting, enlarging, replacing and removing the OU2 Monitoring Well and ensuring that the OU2 Monitoring Well and Grantee's use thereof and entry onto Grantor's Property complies 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 OU2 Monitoring Well 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.

8. The Easement shall terminate on the date on which (a) Grantee has performed all of its obligations under the Consent Decree that relate to the OU2 Monitoring Well and Grantee has received a Certification of Completion from EPA as contemplated in Paragraph 49 of the Consent Decree, or (b) the OU2 Monitoring Well is "abandoned" in accordance with the Consent Decree and all applicable Laws. At any parties' request, the parties shall execute, acknowledge, and deliver, a quitclaim deed or similar documentation evidencing such termination. Upon the termination of the Easement, Grantee will, at Grantee's sole cost and expense, cause the OU2 Monitoring Well to be abandoned and permanently sealed.

9. 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 OU2 Monitoring Well 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.

10. 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 Monitoring Well, 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 thirty (30) 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.

11. 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.

12. 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.

13. 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 law. The persons signing below hereby represent and warrant that they are authorized to execute this Grant of Easement.

14. 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 5th day of January, 2022.

GRANTOR:

VISTA 4 WEST JORDAN, L.C., a Utah limited liability company, by its manager

The Boyer Company, L.C., a Utah limited liability company

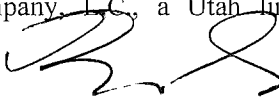
By


Name: Brian Gochnour
Title: Manager

VISTA 7 WEST JORDAN, L.C., a Utah limited liability company, by its manager

The Boyer Company, L.C., a Utah limited liability company

By


Name: Brian Gochnour
Title: Manager

VISTA 8 WEST JORDAN, L.C., a Utah limited liability company, by its manager

The Boyer Company, L.C., a Utah limited liability company

By

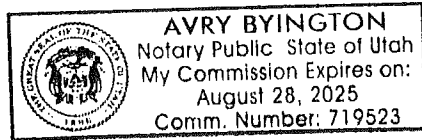

Name: Brian Gochnour
Title: Manager

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

The foregoing instrument was acknowledged before me this 4 day of ~~January~~ ^{April}, 2022, by Brian Gochnowik, a manager of The Boyer Company, L.C., the manager of VISTA 4 WEST JORDAN, L.C., a Utah limited liability company, who executed the foregoing instrument on behalf of said limited liability company.

Amy Byington
NOTARY PUBLIC
Residing at: Davis County

My Commission Expires:
8/28/2025

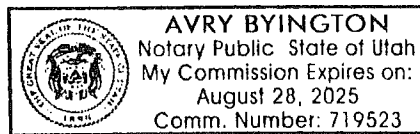


STATE OF UTAH)
 :SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 4 day of ~~January~~ ^{April}, 2022, by Brian Gochnowik, a manager of The Boyer Company, L.C., the manager of VISTA 7 WEST JORDAN, L.C., a Utah limited liability company, who executed the foregoing instrument on behalf of said limited liability company.

Amy Byington
NOTARY PUBLIC
Residing at: Davis County

My Commission Expires:
8/28/2025

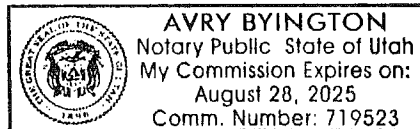


STATE OF UTAH)
)
) :ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 4 day of ~~January~~ ^{April}, 2022, by Brian Grohnour, a manager of The Boyer Company, L.C., the manager of VISTA 8 WEST JORDAN, L.C., a Utah limited liability company, who executed the foregoing instrument on behalf of said limited liability company.

Avry Byington
NOTARY PUBLIC
Residing at: *Davis County*

My Commission Expires:
8/28/2025



APPROVED AS TO FORM:

 MH
Mark Hayes
Legal Counsel

GRANTEE:

KENNECOTT UTAH COPPER LLC, a Utah
limited liability company

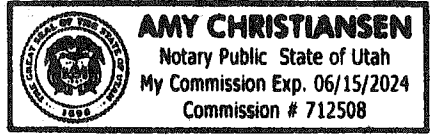
By: [Signature]
Print Name: Gaby Poirier
Title: Managing Director

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

The foregoing instrument was acknowledged before me this 22 day of March day of January, 2022, by Gaby Poirier, as Managing Director of KENNECOTT UTAH COPPER LLC, a Utah limited liability company.

[Signature]
NOTARY PUBLIC
Residing at: Heber City, Utah

My Commission Expires:
06/15/2024



**EXHIBIT A
TO
GRANT OF EASEMENT
(OU2 MONITORING WELL)**

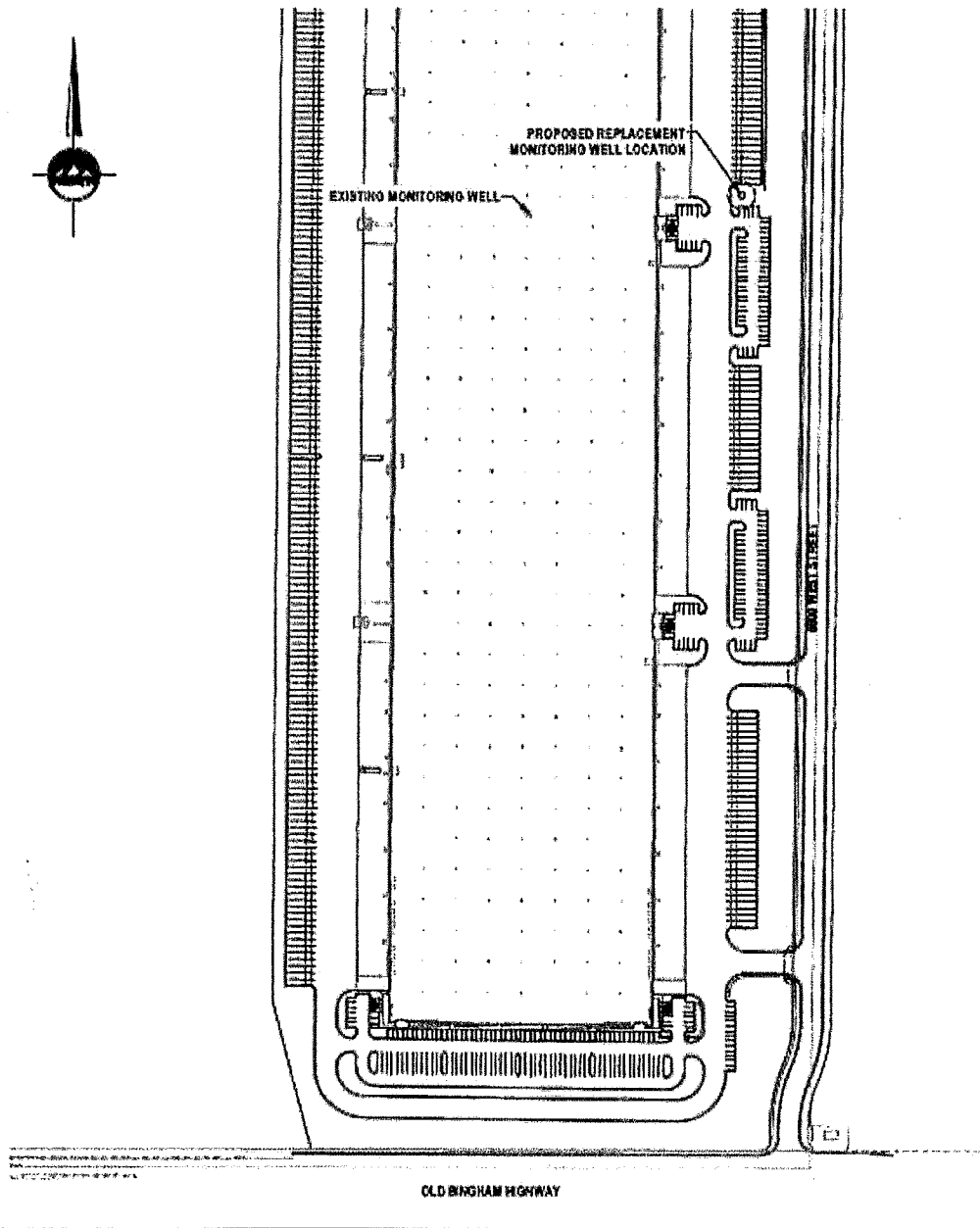
Legal Description of Easement Parcel

A parcel of land situated in the Southeast Quarter of Section 10, Township 3 South, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:

An area within a twenty-five foot (25') radius, the center of said radius being located at a point which is South 89°51'09" East 1,210.82 feet along the section line and North 1,774.78 feet from the South Quarter Corner of Section 10, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

EXHIBIT B
TO
GRANT OF EASEMENT
(OU2 MONITORING WELL)

Depiction of Easement Parcel



**EXHIBIT C
TO
GRANT OF EASEMENT
(OU2 MONITORING WELL)**

Legal Description of Grantor's Property

A parcel of land situated in the South Half of Section 10, Township 3 South, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at the Center of Section 10, said point is South 01°06'59" West 2,676.58 feet along the North-South quarter section line from the North Quarter Corner of Section 10, Township 3 South, Range 2 West, Salt Lake Base and Meridian, and running;

thence South 89°33'12" East 1,324.69 feet along the East-West Quarter Section line to the Northeast Corner of the Northwest Quarter of the Southeast Quarter of said Section 10; thence South 01°05'18" West 2,691.03 feet along the East line of the West Half of the Southeast Quarter to the Southeast Corner of the Southwest Quarter of the Southeast Quarter of said Section 10; thence North 89°51'09" West 1,326.10 feet along the South Section line to the South Quarter Corner of said Section 10; thence North 89°52'40" West 558.00 feet along said South Section line; thence North 00°00'53" West 496.96 feet; thence South 89°59'09" West 791.09 feet to and along the East boundary line of LONESTAR SUBDIVISION; thence North 00°15'22" West 2,130.52 feet along the East boundary line to the Northeast Corner of said subdivision; thence South 89°33'12" East 808.58 feet; thence North 00°26'48" East 80.00 feet to a point on the East-West Quarter Section line of said Section 10; thence South 89°33'12" East 602.14 feet along said Quarter Section line to the point of beginning.