When Recorded, Mail to: Kennecott Utah Copper LLC 4700 Daybreak Parkway South Jordan, Utah 84009 Attention: George J. Stewart 12114002 8/17/2015 2:17:00 PM \$39.00 Book - 10353 Pg - 2708-2720 Gary W. Ott Recorder, Salt Lake County, UT HOLLAND & HART LLP CO BY: eCASH, DEPUTY - EF 13 P.

Tax Parcel No. 26-14-100-025-0000
Tax Parcel No. 26-14-100-030-0000
Tax Parcel No. 26-14-151-001-0000
Tax Parcel No. 26-14-151-002-0000
Tax Parcel No. 26-14-151-003-0000
Tax Parcel No. 26-14-176-001-0000
Tax Parcel No. 26-14-176-003-0000
Tax Parcel No. 26-14-176-003-0000
Tax Parcel No. 26-14-176-004-0000
Tax Parcel No. 26-14-176-005-0000

EXCLUSIVE PIPELINE AND PUMP STATION EASEMENT AGREEMENT (Manfay Pipeline, East Waste Rock Pipeline, Future Pipelines and Future Pump Station)

THIS EXCLUSIVE PIPELINE AND PUMP STATION EASEMENT AGREEMENT (this "Agreement") is made this 17 day of 2015, by DAYBREAK DEVELOPMENT COMPANY, a Delaware corporation whose address is 4700 Daybreak Parkway, South Jordan, Utah 84009 ("Owner"), and KENNECOTT UTAH COPPER LLC, a Delaware limited liability company whose address is 4700 Daybreak Parkway, South Jordan, Utah 84009 ("Grantee").

- 1. **DEFINITIONS.** The following capitalized terms shall have the meanings ascribed to them below:
- 1.1 <u>Access Easement Area</u>. "Access Easement Area" means the real property legally described on Exhibit "A" attached hereto.
- 1.2 <u>Benefited Real Property</u>. "*Benefited Real Property*" means the real property legally described on Exhibit "B" attached hereto.
- 1.3 <u>Easements</u>. "*Easements*" shall mean the easements granted pursuant to <u>Section 3.2</u> of this Agreement.
- 1.4 <u>Easement Area</u>. "*Easement Area*" means the real property located in Salt Lake County, Utah, and more particularly described on Exhibit "A" hereto.
- 1.5 <u>East Waste Rock Pipeline</u>. "*East Waste Rock Pipeline*" means the 12-inch diameter HDPE pipeline extending from an existing filter plant pump station owned by Daybreak Water

Company to a junction with an existing Grantee owned pipeline located just south of a water treatment pond owned by Daybreak Water Company.

- 1.6 <u>Force Majeure Delays</u>. "Force Majeure Delays" shall mean delays caused by conditions beyond the reasonable control of the Person experiencing the delay, including without limitation, Acts of God, war, civil commotion, casualty losses, unusual weather conditions, strikes, walkouts, and shortages in labor or materials that could not reasonably have been anticipated.
- 1.7 <u>Future Pipelines</u>. "Future Pipelines" means pipelines that have not been constructed, but may be constructed in the future to supply water to, drain water from, and to drain water into the water treatment pond owned by Daybreak Water Company to facilitate maintenance activities on the Future Pump Station.
- 1.8 <u>Future Pump Station</u>. "Future Pump Station" means a future pump station building and all pumping equipment located therein, including without limitation, all related electrical instrumentation and equipment, and all other equipment and improvements located on the Easement Area, together with electric distribution and service lines, water diversion, water delivery and related facilities, including without limitation, meters, underpasses, culverts, pipelines, conduits, liners and other surface and below ground appurtenances thereto, that serve or otherwise facilitate the operation and use of such pump station building on the Easement Area for the benefit of Owner and Grantee.
- 1.9 <u>Grantee</u>" means Kennecott Utah Copper LLC, a Utah limited liability company.
- 1.10 <u>Grantee Improvements</u>. "Grantee Improvements" means the Manfay Pipeline and the East Waste Rock Pipeline which were constructed by Grantee at Grantee's sole expense, are owned by Grantee, and are located within the Easement Area, and the Future Pipelines and Future Pump Station, which have not been constructed, but may be constructed by Grantee in the future.
- 1.11 <u>Industrial Water Rights</u>. "*Industrial Water Rights*" means water rights owned by Grantee authorized for diversion from the Jordan River into one or both of the North Jordan and Utah and Salt Lake canals for year round industrial uses of water for mining, milling, smelting, and refining, including without limitation, Water Right Nos. 59-23, 59-30, 59-3517, and 59-3518, and the water authorized for diversion and use thereunder.
- 1.12 <u>Laws</u>. "*Laws*" means all laws, statutes, ordinances, resolutions, orders, codes, rules, regulations, judgments, decrees and other requirements (including, without limitation, requirements under permits, licenses, consents and approvals) of any federal, state, county, city, town or other governmental authority having jurisdiction.
- 1.13 <u>Manfay Pipeline</u>. "*Manfay Pipeline*" means the 8-inch HDPE pipeline extending from an existing water treatment pond owned by Daybreak Water Company, to a junction with an existing Grantee owned pipeline at a location just south of the water treatment pond.

- 1.14 Owner. "Owner" means the owner, or if more than one, all owners collectively, of fee simple title to the Access Easement Area as such is described on Exhibit "A", from time to time, and its or their heirs, personal representatives, successors and assigns.
- 1.15 <u>Person</u>. "*Person*" means any individual, corporation, partnership (general or limited, with or without limited liability), limited liability company, estate, trust, business trust, association or any other legal entity.
- 1.16 <u>Pipelines</u>. "*Pipelines*" means the Manfay Pipeline, the East Waste Rock Pipeline, the Future Pipelines, and all other related facilities, equipment, and improvements located on the Easement Area, together with all surface and below ground appurtenances thereto, that serve or otherwise facilitate the operation and use of such Pipelines on the Easement Area for the benefit of Owner and Grantee.
- 1.17 <u>Record.</u> "Record," "Recorded" and "Recording" means the instruments recorded in the office of the Salt Lake County Recorder in the State of Utah in accordance with Laws.
- 1.18 Restore. "Restore" means return to the condition the land was in prior to any construction, maintenance, repair, upgrade or replacement, or as close thereto as shall reasonably be possible, including without limitation, if the land was previously unimproved land, restoring the surface to the extent practicable to its natural state, including without limitation, by regrading the surface and installing native vegetation as may be appropriate; if the land was previously landscaped, restoring the landscaping to the same (or better) condition it was in prior to the construction, maintenance, repair, improvement, upgrade or replacement; and if the land was previously a road, driveway or trail, restoring such road, driveway or trail to the same (or better) condition it was in prior to the construction, maintenance, repair, upgrade or replacement; provided, however, that:

 (a) excavation for the Grantee Improvements may be restored by contouring the land and planting the excavated area with native plants on the land in a manner simulating the appearance of other land within the immediate vicinity of the Easement Area and filling of such excavation shall not be required except as may be required for such contouring; and (b) any such work shall not in any event violate any applicable Wetlands.

2. PURPOSE OF DECLARATION.

- 2.1 <u>Purpose</u>. Owner intended by this Agreement to create a common plan ownership and use of the Pipelines and Future Pump Station to facilitate the distribution and use of the Industrial Water Rights for the benefit of Grantee, those Persons with whom Grantee enters into agreements relating to the Industrial Water Rights and/or the Pipelines, and Future Pump Station, and Grantee's successor and assigns, and Owner desires to create the Easements on the terms and conditions set forth in this Agreement.
- 2.2 <u>No Merger</u>. It is the intention of Owner and Grantee that the Easements, equitable servitudes, covenants, conditions and restrictions set forth in this Agreement shall continue to burden or benefit, as applicable, the Easement Area, notwithstanding the fact that, at any time, the same

Person may own any or all of the Easement Area. Any such multiple ownership shall not result in the merger of the respective interests, rights and obligations of Owner.

3. COVENANT AND GRANT OF EASEMENTS.

- 3.1 <u>Covenant of Owner.</u> Owner, for itself, and its successors and assigns, hereby declares that the Easement Area shall, from and after the date hereof, be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved subject to the Easements, equitable servitudes, covenants, conditions and restrictions set forth in this Agreement.
- 3.2 <u>Grants of Easements</u>. Subject to the terms, covenants, agreements and conditions of this Agreement, Owner hereby grants to Grantee the following exclusive, perpetual, commercial Easements:
 - on, over, across, under and through the Easement Area for the purposes set forth in Section 4.1 hereof, together with the right of access over and across all roads, driveways and other land as may reasonably be necessary to use the Easements, as provided herein. The Easements: (a) shall be for the benefit of Grantee, Owner, and any Person entering onto the Easement Area or using the Grantee Improvements with the express or implied permission of Grantee, for the purposes set forth in Section 4.1 below; provided that any use of the Easement Area by a Person who is a third party to this Agreement requires prior written approval of Owner. The Easements granted hereunder are for the benefit not only of those persons listed above in this Section 3.2, but also for the Benefited Real Property.
- 3.3 <u>Termination of Easement/Amendment</u>. The Easements may be terminated by a written instrument executed by Owner and Grantee; provided, however, that the Easements may be terminated without the consent of Owner. This Agreement may be amended only by a written instrument executed by the Owner and Grantee.

4. USE OF EASEMENTS.

- 4.1 <u>Use of Easements: Access.</u> The Easements shall be used only for the purposes of constructing, operating, maintaining, repairing, altering, improving, upgrading and replacing the Grantee Improvements, as set forth in this Agreement, and shall include the right of access over and across the Access Easement Area, but only as may reasonably be necessary in order to construct, operate, maintain, repair, alter, improve, upgrade and replace the Grantee Improvements. Any Person using such right of access shall use the Easement Area in such a manner as will not unreasonably interfere with the rights of other Persons with a legal right to occupy and use such Access Easement Area, if any. The use of the Easements shall comply with Laws.
- 4.2 <u>Repair and Restoration of the Grantee Improvements</u>. Some, but not all of the Grantee Improvements already exist on the Easement Area. Should it become necessary for Grantee to construct, replace, alter, upgrade, or reconstruct all or any portion of the Grantee Improvements,

Grantee shall do so, at its sole cost and expense. Grantee is not obligated to seek or obtain Owner's approval or consent for any repair of or maintenance to any or all of the Grantee Improvements. The Grantee Improvements shall be constructed, replaced, altered, upgraded, or reconstructed in a good and workmanlike manner and in compliance with Laws (including, without limitation, all applicable wetland Laws) and free and clear of liens and claims therefor. In connection with the construction, replacement, alteration, upgrade, or reconstruction or with any maintenance, repair, improvement of the Grantee Improvements, Grantee shall use reasonable efforts not to adversely affect the aesthetics of the property on which the Easement Area is located. Within thirty (30) days after any such construction, replacement, upgrade, alteration, or reconstruction, and after any maintenance, repair, improvement, or upgrade of the Grantee Improvements, Grantee shall commence to Restore, at its sole cost and expense, such of the Easement Area as is affected thereby. All such work shall be completed as expeditiously as reasonably possible after commencement and within a timetable identified by Grantee, subject to extension as the result of Force Majeure Delays and, with respect to the installation of native grasses and landscaping, if reasonably necessary in Grantee's opinion, extension to the next growing season. If the Grantee Improvements are constructed, replaced, upgraded, altered, or reconstructed, operated, maintained, repaired, or improved, in a manner that destroys, damages, or necessitates a relocation of any existing overpasses, culverts, lines, conduits or other improvements that relate to utilities, water flow lines, trails, driveways or roads within the Easement Area, such improvements shall be repaired, replaced or relocated, in a good and workmanlike manner and in compliance with Laws and free and clear of all liens and claims therefor, so the resulting improvements are of a quality as good (or better) as those existing prior to the construction, operation, maintenance, repair, improvement, upgrade or replacement, by and at the sole cost and expense of Grantee.

Non-Liability/Indemnification by Grantee. Owner does not hereby assume, nor shall have, any liability or responsibility with respect to the use of the Grantee Improvements or the Easement Area by Grantee or any Person entering onto the Easement Area or using the Grantee Improvements with the express or implied permission of Owner or Grantee. To the extent permitted by Law, Grantee shall indemnify, defend and hold Owner harmless from and against all liability, damage, costs, expenses, losses, claims, demands, judgments, actions and causes of action (including, without limitation, attorneys' fees and court costs) suffered from or caused by: (a) the use of the Grantee Improvements or the Easement Area by Grantee or any Person entering onto the Easement Areas or using the Grantee Improvements with the express permission of Grantee, or the exercise of Grantee's rights hereunder, including without limitation, any violation of Laws (including without limitation, wetlands Laws) by Grantee; (b) the construction, replacement, upgrade, or reconstruction, operation, maintenance, repair, alteration, or improvement of the Grantee Improvements by Grantee or any Person performing such construction, replacement, upgrade, or reconstruction, operation, maintenance, repair, alteration, or improvement with the express permission of Grantee, including, without limitation, any mechanic's liens which may be asserted or Recorded against all or any portion of the Easement Area for services performed or materials supplied in connection with any work performed on the Grantee Improvements by Grantee or by any Person performing such work with the express permission of Grantee; or (c) any breach of this Agreement by Grantee.

- 4.4 <u>Insurance</u>. Grantee, at its sole cost and expense, shall obtain and keep in full force and effect broad form general comprehensive liability insurance covering public liability with respect to the use of the Grantee Improvements and the Easement Area, with limits in an amount and coverage of the types a prudent landowner would maintain taking into account the use of the Easement Areas, but in any event not less than \$1,000,000 per occurrence. If requested by Owner, each such insurance policy shall name Owner an additional insured and shall provide for thirty (30) days written notice to the Owner prior to the effective date of any cancellation, and certified copies of such insurance policies and any renewals thereof shall be delivered to Owner.
- 4.5 <u>Retained Rights/Designated Easements</u>. Except as otherwise provided in this Agreement, Owner retains the right to the undisturbed use and occupancy of the portion of the Easement Area, insofar as such use and occupancy is consistent with and does not interfere with or impair the rights granted to Grantee under this Agreement.
- 4.6 <u>Default/Remedies</u>. In the event of any default under this Agreement, any non-defaulting party may give notice to the defaulting party of such default. The defaulting party shall have ten (10) days within which to cure such default, or, with respect to a nonmonetary default, if such default cannot be cured within ten (10) days, such longer time as may reasonably be necessary to cure such default, provided that the defaulting party commences to cure such default within said ten (10) days and diligently prosecutes the same to completion. In the event of a default that is not timely cured, the non-defaulting parties shall be entitled to: (a) cure such default at the expense of the defaulting party (and the defaulting party shall pay the expense thereof upon demand); and (b) any other remedies which may be available at law or in equity. The parties acknowledge that damages may be an inadequate remedy for a default hereunder and agree that the parties shall be entitled to injunction, specific performance and other equitable remedies to enforce the terms of this Agreement. The prevailing party in any action to enforce this Agreement shall be entitled to its attorneys' fees and court costs.

5. MISCELLANEOUS PROVISIONS.

- 5.1 <u>No Representation</u>. Owner makes no representation or warranty of any kind to Grantee including, without limitation, any representation or warranty with respect to title to any of the Easement Area or the suitability of the Easement Area, the Easements or the Grantee Improvements for Grantee's intended use.
- 5.2 <u>Successors and Assigns/Assignment</u>. Each and every one of the benefits, burdens, terms, covenants, agreements and conditions of this Agreement shall: (a) inure to the benefit of and be binding upon Owner and Grantee; and (b) upon the successors and assigns of Owner and Grantee, and all rights granted herein may be assigned by Grantee. It is the intention of the parties that this Agreement and the Easements granted herein be assignable by Grantee without terminating the Easements and that the Easements be construed as covenants running with the land and the Water Right.
- 5.3 <u>Notices</u>. Any notice, approval, consent or other communication under this Agreement must be in writing, marked to the attention of the company representative (as applicable), sent to the

relevant address specified below and hand delivered or sent by nationally recognized courier or by mail, fax or email.

Unless the notice specifies a later time, and subject to applicable laws, a notice will be effective as follows: for a hand delivery or delivery by courier, upon receipt, for a letter sent by registered/certified mail, 5 days after postmark (7 days if postmarked from a foreign country), for a fax upon confirmation from the dispatching machine that indicates that the fax was sent in its entirety to the fax number of the recipient, and for an e-mail, the notice must be included as an attachment to the e-mail (not simply contained in the e-mail text), and will be effective upon receipt of a delivery-receipt or other reliable electronic means to verify receipt; provided that if a notice is received on a day other than a business day, or is received after 5:00 p.m. in the jurisdiction of receipt, the notice will be effective the next day.

A Party may change its address for notices by providing written notice to that effect to the other Party.

If to Daybreak Development Company:

Daybreak Development Company

4700 Daybreak Parkway South Jordan, Utah 84009 Fax No. (801) 204-2887

Email: George.Stewart2@riotinto.com

with copy to:

Kennecott Development Company

4700 Daybreak Parkway South Jordan, Utah 84009 Attention: Legal Department Fax No. (801) 204-2885

Email: George.Stewart2@riotinto.com

If to Kennecott Utah Copper LLC

Kennecott Utah Copper LLC 4700 Daybreak Parkway South Jordan, Utah 84009 Fax No. (801) 204-2889

Email: George.Stewart2@riotinto.com

with a copy to:

Kennecott Utah Copper LLC 4700 Daybreak Parkway South Jordan, Utah 84009 Attn: Legal Department Fax No. 801-204-2885

Email: George.Stewart2@riotinto.com

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- 5.4 Release on Transfer. Any Person holding or acquiring an interest in the Easement Area shall be liable for any default or failure to comply with this Agreement by such Person which relates to the period of time in which such Person holds such interest, but such Person shall not be liable for any default or failure to comply herewith which relates to the period of time after such Person shall have conveyed or otherwise transferred its entire interest in or relating to the Easement Area.
- 5.5 <u>Governing Laws</u>. The validity and effect of this Agreement shall be determined in accordance with the Laws of the State of Utah.
- 5.6 <u>Not a Public Dedication</u>. This Agreement is for the benefit of Grantee in its proprietary capacity, and nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Easement Area for the general public or for any public purpose whatsoever.
- 5.7 <u>Severability</u>. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall not affect or impair the validity, legality or enforceability of any other provision of this Agreement, and there shall be substituted for the affected provision a valid and enforceable provision as similar as possible to the affected provision.
- 5.8 <u>Headings/Construction</u>. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement. References in this Agreement to a Person performing any act or deed shall be construed to include performance both by that Person and by another on behalf of that Person.
- 5.9 <u>Exhibits Incorporated</u>. All exhibits to this Agreement are incorporated herein and made a part hereof as if fully set forth herein.
- 5.10 <u>Property Tax.</u> Grantee shall be obligated to pay all property taxes and assessments against the Easement Area

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Owner and Grantee have executed this Agreement as of the date first above written.

OWNER:
DAYBREAK DEVELOPMENT COMPANY, a Delaware corporation
By: Name NIGEL STEWARD
Title: <u>{{\$65,0657} \ Y CEO</u>
wledged before me this <u>17</u> day of <u>August</u> , <u>(f0</u> of Daybreak Development Company, a Delaware
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GRANTEE:

	KENNECOTT UTAH COPPER LLC, a Utah limited liability company
	By: Name: NIGEL STEWARD
	Title: MANAKING DIRECTOR
STATE OF UTAH)
) ss.
COUNTY OF Salt Lake)
The foregoing instru 2015 by <u>Nigy Stuw</u> d, a company.	ment was acknowledged before me this 17 day of August, s Manager Day of Kennecott Utah Copper LLC, a Utah limited liability
Witness my hand and	d official seal.
My commission exp	
	Mikelle Jaruswah
MICHELLE FAR NOTARY PUBLIC - S COMMISSION COMM. EXP. (NSWORTH TATE OF UTAH # 669057

EXHIBIT A

(Legal Description of the Easement Area)

The Easement Area consists of the following described real property located in Salt Lake County, State of Utah:

Manfay Pipeline

A forty foot (40') easement that is twenty feet (20') each side of the following described center line: Beginning at a point which is S 89°35'50" E 1283.232 ft and S 00°24'12" W 1560.135 ft from the Northwest corner of Section 14, Township 3 South, Range 2 West, Salt Lake Base and Meridian and beginning S 26°59'20" E 37.304 ft; thence beginning of a 106.604 ft radius curve to the right, thence along the arc of said curve 91.919 ft (Chord bears S 00°31'00" W for a distance of 89.098 ft); thence beginning of a 725.463 ft radius curve to the right, thence along the arc of said curve 92.044 ft (Chord bears S 18°19'31" W for a distance of 91.982 ft); thence S 24°00'53" W 65.104 ft; thence S 18°44'50" W 23.045 ft; thence beginning of a 486.671 ft radius curve to the right, thence along the arc of said curve 82.699 ft (Chord bears S 24°34'55" W for a distance of 82.6 ft); thence S 32°20'45" W 61.057 ft; thence S 31°00'57" W 61.057 ft; thence S 32°30'22" W 24.575 ft; thence S 36°14'49" W 24.575 ft; thence S 36°16'40" W 32.766 ft; thence S 46°25'55" W 18.012 ft; thence S 55°21'20" W 49.428 ft; thence S 61°25'30" W 35.988 ft; thence S 55°35'25" W 13.481 ft; thence beginning of a 79.298 ft radius curve to the right, thence along the arc of said curve 49.532 ft (Chord bears S 72°43'21" W for a distance of 48.731 ft); thence S 82°35'38" W 48.347 ft; thence beginning of a 238.551 ft radius curve to the left, thence along the arc of said curve 70.018 ft (Chord bears S 74°16'01" W for a distance of 69.767 ft); thence S 66°50'29" W 38.885 ft; thence beginning of a 52.219 ft radius curve to the left, thence along the arc of said curve 59.699 ft (Chord bears S 33°57'50" W for a distance of 56.5 ft); thence S 03°15'36" E 1.52 ft; thence S 00°31'39" W 37.311 ft to the end point.

East Waste Rock Pipeline

A forty foot (40') easement that is twenty feet (20') each side of the following described center line: Beginning at a point which is N 89°36'02" W 334.797 ft and S 00°24'07" W 1704.855 ft from the North quarter corner of Section 14, Township 3 South, Range 2 West, Salt Lake Base and Meridian and beginning S 78°49'23" W 92.21 ft; thence S 65°40'34" W 64.138 ft; thence N 83°36'10" W 156.43 ft; thence N 76°19'23" W 452.924 ft; thence N 77°58'24" W 88.488 ft; thence beginning of a 170.603 ft radius curve to the left, thence along the arc of said curve 98.146 ft (Chord bears S 67°23'42" W for a distance of 96.798 ft); thence beginning of a 187.299 ft radius curve to the left, thence along the arc of said curve 52.378 ft (Chord bears S 41°24'34" W for a distance of 52.208 ft); thence S 36°22'51" W 401.375 ft; thence S 41°16'09" W 336.838 ft; thence S 75°24'39" W 143.979 ft to the end point

Future Pump Station Easement:

Beginning at the Southeast corner of the South Jordan City water tank parcel recorded as Entry No. 9797197 at the Salt Lake County Recorder's Office, said point lies South 89°55'21" East 467.46 feet along the section line and South 2134.02 feet from the Northwest Corner of Section 14, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence South 14°04'39" West 230.00 feet; thence North 76°09'49" West 150.00 feet; thence North 14°04'39" East 230.00 feet to the South line of said water tank parcel; thence South 76°09'49" East 150.00 feet along said South line to the point of beginning. Property contains 0.792 acres, 34500 square feet.

Future Pipeline Easement:

Beginning at the Southeast corner of the South Jordan City water tank parcel recorded as Entry No. 9797197 at the Salt Lake County Recorder's Office, said point lies South 89°55'21" East 467.46 feet along the section line and South 2134.02 feet from the Northwest Corner of Section 14, Township 3 South, Range 2 West, Salt Lake Base and Meridian, said point also being on an 855.17 foot radius tangent curve to the right, (radius bears South 75°55'21" East); and running thence along the East line of said water tank parcel and the arc of said curve 51.61 feet through a central angle of 03°27'28"; thence North 33°35'03" East 576.90 feet; thence North 20°09'43" East 125.28 feet; thence North 89°15'43" East 69.58 feet; thence South 20°09'43" West 157.75 feet; thence South 33°35'03" West 772.70 feet; thence North 14°04'39" East 147.48 feet to the point of beginning.

Future Pipeline (Drain) Easement:

Beginning at a point lies South 89°55′21" East 467.46 feet along the section line and South 2134.02 feet to the Southeast corner of the South Jordan City water tank parcel recorded as Entry No. 9797197 at the Salt Lake County Recorder's Office, and South 14°04′39" West 47.83 feet from the Northwest Corner of Section 14, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 66°50′47" East 308.92 feet; thence South 23°09′13" East 50.00 feet; thence South 66°50′47" West 346.91 feet; thence North 14°04′39" East 62.80 feet to the point of beginning.

EXHIBIT B

(Legal Description of Benefited Real Property)

The Benefited Real Property consists of the following described real property located in Salt Lake County, State of Utah:

KUC (Benefited Property)

A tract of land situated in Sections 30, 31 and 32, Township 3 South, Range 2 West, Salt Lake Base and Meridian, said tract being more particularly described as follows:

Beginning at a point which is S 89°32'21" W 824.181 ft and S 00°27'42" E 1080.897 ft from the Northeast corner of Section 31, Township 3 South, Range 2 West, Salt Lake Base and Meridian and beginning S 33°16'00" E 338.01 ft; thence S 61°30'15" E 265.616 ft; thence N 81°27'02" E 300.543; thence S 75°32'26" E 322.107; thence S 03°17'09" W 312.88 ft; thence S 17°31'34" W 425.032 ft; thence S 41°55'11" W 542.374 ft; thence S 56°08'11" W 416.034 ft; thence S 71°59'18" W 296.454 ft; thence S 62°39'53" W 335.472 ft; thence S 63°51'30" W 139.75 ft; thence N 71°08'30" W 247.045 ft; thence N 24°21'07" W 223.709 ft; thence N 36°26'48" W 234.367 ft; thence S 86°36'33" W 234.887 ft; thence N 64°33'35" W 258.631 ft; thence N 27°05'20" W 845.601 ft; thence N 84°22'56" W 172.578 ft; thence N 71°08'31" W 345.863 ft; thence N 44°34'36" W 397.735 ft; thence N 85°29'28" W 219.3 ft; thence N 21°47'38" E 385.897 ft; thence S 85°37'54" E 454.187 ft; thence S 69°1'15" E 400.487 ft; thence N 77°01'51" E 337.287 ft; thence N 59°27'34" E 364.423 ft; thence N 00°25'24" E 281.241 ft; thence N 03°02'42" W 516.555 ft; thence N 08°33'12" E 441.928 ft; thence N 15°56'51" E 583.78 ft; thence N 23°55'19" E 391.861 ft; thence N 68°37'19" E 336.562 ft; thence S 57°18'04" E 351.117 ft; thence S 07°00'19" W 408.933 ft; thence S 19°20'53" W 578.107 ft; thence S 00°25'24" W 171.87 ft; thence S 01°52'02" E 390.925 ft; thence S 26°08'30" E 489.124 ft; thence S 51°42'06" E 356.293 ft to the point of beginning.

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