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RASHELLE HOBBS
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 16 P.

WHEN RECORDED, RETURN TO:
Riverbend Management, Inc.
P.O. Box 50277
Idaho Falls, ID 83405
Attention: Devin Belnap

First American Title
National Commercial Services
NCS File # 970163

Space above for County Recorder's Use

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "**Agreement**") is made effective as of November 25, 2019 ("**Effective Date**"), by and between KENNECOTT UTAH COPPER LLC, a Utah limited liability company formerly known as Kennecott Utah Copper Corporation ("**Grantor**"), and RIVERBEND MANAGEMENT INC., an Idaho corporation ("**Grantee**"), with reference to the following facts:

A. Grantor owns a certain parcel of real property located in Salt Lake County, Utah ("**Grantor Property**") commonly known as Tax Parcel No. 14-10-200-004-0000 and more particularly described on Exhibit A attached hereto and made a part hereof.

B. Grantee owns a certain parcel of real property located in Salt Lake County, Utah ("**Grantee Property**") commonly known as Tax Parcel No. 14-11-100-011-0000 and more particularly described on Exhibit B attached hereto and made a part hereof.

C. In connection with the purchase from Grantor of the Grantee Property, Grantee desires to acquire a certain easement on, over, across and through portions of the Grantor Property for storm and surface water drainage and Grantor is willing to grant to Grantee the easement subject to the terms and conditions of this Agreement.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Definitions. In addition to the terms defined elsewhere in this Agreement, for purposes of this Agreement, the following terms are defined as follows:

(a) "**Drainage Channel**" means the existing above ground drainage channel commonly known as the Brighton Canal Extension located on a portion of the Grantor Property.

(b) "**Easement**" means the non-exclusive easement appurtenant to the Grantee Property for the sole purpose of discharging surface water from the Grantee Property to the Drainage Channel.

(c) "**Easement Parcel**" means the portion of the Grantor Property shown in blue crosshatch on Exhibit C attached hereto and made a part hereof.

(d) **“Environmental Law”** means all applicable Laws now existing or hereafter promulgated by any governmental body that relate in each case to the protection of the environment including without limitation, environmental, health or safety laws, regulations, governmental authorizations, ordinances, and rules, and the common law relating to the use, refinement, recycling, handling, treatment, removal, storage, production, manufacture, transportation, disposal, emissions, discharges, releases or threatened releases of Hazardous Substances, or otherwise relating to pollution or protection of human health or the environment or to emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or wastes into the environment (including, without limitation, ambient air, soil, surface water, ground water, wetlands, natural resources, land surface or subsurface strata), or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, chemicals or industrial, toxic or Hazardous Material or wastes, as the same may be amended or modified, and as now existing or hereafter adopted.

(e) **“Grantee Parties”** means Grantee and its parents, subsidiaries and affiliates and each of their respective directors, officers, employees, agents, contractors, subcontractors, advisors, consultants or representatives.

(f) **“Grantor Parties”** means Grantor and its parents, subsidiaries and affiliates and each of their respective directors, officers, employees, agents, contractors, subcontractors, advisors, consultants or representatives.

(g) **“Hazardous Substances”** will be interpreted broadly to include any material or substance that is defined, regulated or classified under Environmental Laws, including without limitation, as: (i) a “hazardous substance” pursuant to section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601(14), section 311 of the Federal Water Pollution Control Act, 33 U.S.C. § 1321, as now or hereafter amended; (ii) a “hazardous waste” pursuant to section 1004 or section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6903, 6921, as now or hereafter amended; (iii) a toxic pollutant under section 307(a)(1) of the Federal Water Pollution Control Act, 33 U.S.C. § 1317(a)(1); (iv) a “hazardous air pollutant” under section 112 of the Clean Air Act, 42 U.S.C. § 7412, as now or hereafter amended; (v) a “hazardous material” under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. App. § 1802(4), as now or hereafter amended; (vi) a toxic or hazardous material or substance pursuant to regulations promulgated now or hereafter under the aforementioned laws or any state or local counterpart to any of the aforementioned laws; (vii) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances, or regulations, as now or as may be passed or promulgated in the future; or (viii) any substance or energy that after release into the environment and upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer, or genetic abnormalities. Hazardous Substances specifically includes asbestos, polychlorinated biphenyls, radioactive materials including naturally occurring radionuclides, petroleum and petroleum-based derivatives, and urea formaldehyde.

(h) “**Laws**” means collectively 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 Agreement.

(i) “**Party**” or “**Parties**” means individually Grantor or Grantee and collectively Grantor and Grantee.

2. Grant of Easement; Use. Subject to the terms and conditions set forth in this Agreement, Grantor hereby grants to Grantee the Easement on, over, across and through the Easement Parcel and for maintaining and repairing the Drainage Channel. Grantee acknowledges and agrees that this Easement is limited and Grantee shall not flood the Grantor Property, retain or detain surface water on the Grantor Property or discharge surface waters from any property other than the Grantee Property. The use of the Easement Parcel by Grantee will be in a manner calculated to cause the least inconvenience to the ownership, use and enjoyment by Grantor of the Grantor Property, consistent with the practical use and occupancy thereof by Grantee for the purposes above stated. Grantee covenants to Grantor the Drainage Channel will be maintained to accommodate the existing surface drainage from the Grantor Property and the surface drainage from the future development of the Grantor Property. Grantor will continue to have the right to use the Drainage Channel and Easement Parcel and the grant of easement under this Agreement will not affect the rights of any other parties, including Grantor, to use the Easement Parcel and/or Drainage Channel. Grantor, in its sole discretion may require that Grantee, at its sole expense, install above or below ground pipes on, over, across, under and through the Easement Parcel for its drainage into the Drainage Channel.

3. Condition of Easement Parcel. Grantee accepts the Easement Parcel and all aspects thereof “AS IS”, “WHERE IS”, without warranties, either express or implied, “with all faults”, including but not limited to both latent and patent defects, and the existence of Hazardous Substances, if any. Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Parcel, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the Easement is granted to Grantee subject to: (a) any state of facts which an accurate ALTA/NSPS survey (with Table A items) or physical inspection of the Easement Parcel might show; (b) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (c) all reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity. Additionally, Grantor does not warrant or guaranty that the Drainage Channel is or will be sufficient for Grantee’s or the Grantee Property’s drainage needs.

4. Reservation. Grantor reserves unto itself and its successors and assigns, forever, the right to use and cross over or under the Easement Parcel and Drainage Channel, to place or grant other easements on, along, across, or under the Easement Parcel and Drainage Channel, and to otherwise make use of and improvements to the Easement Parcel and Drainage Channel provided that Grantor will not unreasonably impede Grantee’s use of the Easement Parcel and Drainage Channel.

5. Relocation. Grantor reserves the right, upon 120 days written notice to Grantee, to relocate the Easement Parcel and/or to relocate improve, expand, replace, and/or replace with piping the Drainage Channel, in whole or part to another portion of the Grantor Property or other property provided that: (a) except as otherwise provided in this Agreement, Grantor will be responsible for the costs and expenses associated with the relocation of the Drainage Channel; (b) the relocated Drainage Channel provides substantially equivalent drainage; and (c) Grantor will provide Grantee reasonable easements for the relocated Drainage Channel. If Grantor elects to relocate the Easement Parcel and/or Drainage Channel or any portion thereof, Grantor and Grantee will execute, acknowledge and record, in the official records of the Salt Lake County Recorder's Office, an amendment to this Agreement in order to identify and describe the real property that is subject to the relocated the Easement Parcel and/or Drainage Channel. Grantee agrees at that time to execute and record in the official records of the Salt Lake County Recorder's Office, the documents requested by Grantor to terminate Grantee's right, title, and interest in the original Easement. Grantee, its successors and assigns, covenants and agrees not to oppose, hinder or interfere with Grantor's current and future use and development of the Grantor Property.

6. Term. This Agreement and rights set forth herein will automatically terminate upon (a) Salt Lake City assuming control over the Brighton Canal Extension and responsibility for operating and maintaining the Drainage Channel; or (b) recordation of an alternative easement for the Easement Parcel and/or Drainage Channel or portion thereof pursuant to the terms and conditions of Section 5. Grantee will cooperate in all respects with Grantor and other property owners to cause Salt Lake City to accept responsibility for and assume control over the Brighton Canal Extension and including operating and maintaining the Drainage Channel.

7. Improvements; Maintenance. Upon completion of any activities of Grantee which disturb the surface of the Easement Parcel and/or any portion of the Grantor Property authorized in advance by Grantor in writing, Grantee will promptly restore the property to its condition immediately prior to the activities. Grantee will give 30 days prior written notice (except in an emergency, in which case Grantee will give as much notice as is practicable under the circumstances) of its intent to perform activities that will cause any disturbance of the surface of the Grantor Property, and Grantee will perform those activities expeditiously and will take reasonable efforts to minimize any disruption of operations on the Grantor Property caused by those activities. Grantee, at Grantee's sole cost and expense, will at all times keep and maintain the Drainage Channel in good condition and repair. Grantor shall have no responsibility to maintain, repair or improve the Drainage Channel. To the extent Grantee elects or governmental authority requires, in connection with the development and improvement of the Grantee Property, the improvement, replacement, and/or piping of all or portions of the Drainage Channel, Grantee shall be solely responsible for the costs and expenses thereof. To the extent Grantor elects or governmental authority requires, in connection with the development and improvement of the Grantor Property, the relocation, improvement, expansion, replacement, and/or piping of all or portions of the Drainage Channel, Grantee shall be responsible for reimbursing a pro rata share of the costs and expenses thereof based on acreage of the Grantee Property and the Grantor Property and/or Grantee's volume of discharge as reasonably determined by Grantor.

8. Compliance with Law; Construction Liens. Grantee will comply with all applicable Laws, including all applicable Salt Lake County and Salt Lake City flood control and drainage regulations, rules and ordinances, and will be responsible for obtaining all necessary permits and/or

governmental approvals required in connection with the use, maintenance, repair and/or replacement of the Drainage Channel. Grantee will at all times keep the Easement Parcel and the Grantor Property free from preconstruction liens, construction liens or similar liens arising on account of or resulting from any act by or on behalf of Grantee. In the event any preconstruction lien, construction lien or similar lien is recorded against the Easement Parcel or the Grantor Property or any portion thereof on account of any act by or on behalf of Grantee, Grantee will, within 30 days of the first to occur of discovery by Grantee or receipt of notice from Grantor, cause the lien to be removed from the Easement Parcel or Grantor Property. Grantee will indemnify and hold Grantor harmless from any liability for the payment of such liens.

9. Insurance and Indemnity. At all times while this Agreement is in effect, Grantee will maintain in force a policy of commercial general liability insurance (in a form reasonably acceptable to Grantor) with respect to the Easement Parcel and Grantee's activities thereon, written on an occurrence basis and including contractual liability coverage to cover Grantee's indemnity obligations. The policy will have a limit of liability of at least \$1,000,000.00 combined single limit per occurrence. Grantor may require by written notice a reasonable increase in the insurance limits specified in this Section 9 based on inflation or commercial adequacy. Additionally, Grantee will ensure that prior to entering upon the Easement Parcel, Grantee's contractors will obtain a policy of commercial general liability insurance (in a form reasonably acceptable to Grantor) with respect to the Easement Parcel and such contractor's activities thereon, written on an occurrence basis and including contractual liability coverage to cover such contractor's indemnity obligations. Such policy will have a limit of liability of at least \$1,000,000.00 combined single limit per occurrence. Grantor may require by written notice a reasonable increase in the insurance limits specified in this Section 9 based on inflation or commercial adequacy. Such policy will name Grantor as an additional insured. Within ten days after request by Grantor, Grantee will provide to Grantor evidence 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 will have the right, but not the obligation, to purchase such insurance in its own name or in the name of Grantee, and Grantee will reimburse Grantor for the cost of such insurance on demand. To the fullest extent permitted by law, Grantee will indemnify, defend, and hold harmless Grantor and the Grantor Parties from and against any and all losses, claims, actions, damages, liabilities, penalties, fines, or expenses of any nature whatsoever, including, without limitation, reasonable attorneys' fees and costs on account of construction lien claims, injury to persons, the death of any person, or damages to property (collectively, "**Claims**") arising from the use by Grantee and/or the Grantee Parties of the Easement Parcel and/or Drainage Channel, except to the extent any Claims are caused by the negligence of Grantor. Grantor, at Grantee's expense, will have the right to participate in the defense of any Claim to the extent of Grantor's interest.

10. Environmental.

(a) Except in compliance with all applicable Laws, including all applicable Environmental Laws, Grantee will not create, generate, store, treat, emit, dispose of, discharge, release, threaten to release, or permit to be created, generated, stored, treated, emitted, disposed of, discharged, released, or threatened to be released any Hazardous Substances on, over or under the Easement Parcel, or any property adjacent thereto. If Grantee breaches any of its obligations set forth in this Section, Grantee will, upon Grantor's request and at Grantee's sole cost and expense, promptly and diligently undertake, perform and complete any and all corrective action or

response, removal or remedial activities necessary to remove, remediate and eliminate any and all Hazardous Substances and to obtain certification from the appropriate governmental authorities that such corrective action, response, removal, remediation and elimination are complete.

(b) To the fullest extent permitted by law, Grantee will indemnify, defend, and hold harmless Grantor and the Grantor Parties from and against any and all Claims suffered, incurred by or asserted against the Grantor and the Grantor Parties arising from or relating to access to, use of, or activities on the Easement Parcel by Grantee or the Grantee Parties, including but not limited to, the discharge of Hazardous Substances or the violation of, or failure to comply with governmental permits or requirements, excluding only Claims arising from the negligence or willful misconduct of Grantor or the Grantor Parties.

11. Default. If Grantee fails to cure a default hereunder within 90 days of written notice thereof, Grantor will have the right to terminate this Agreement and undertakings set forth herein by a written notice of termination executed and recorded in the records of the Salt Lake County Recorder's Office. In addition to the remedies set forth in this Agreement, Grantor will be entitled to exercise all other remedies provided by law or in equity to the same extent as if fully set forth herein word for word. No remedy herein conferred upon, or reserved to Grantor will exclude any other remedy herein, by law or in equity, but each will be cumulative.

12. Costs and Expenses and Limitation on Damages. In the event of a breach in any of the covenants or agreements contained herein, the breaching Party will pay all costs and expenses, including reasonable attorneys' fees and experts' fees, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided by the laws of the State of Utah, whether such remedies are pursued by filing suit or otherwise. Notwithstanding any other provisions of this Agreement to the contrary, and to the fullest extent permitted by law, under no circumstances will Grantor be liable for any consequential, exemplary, punitive, special, indirect or incidental damages or economic losses arising out of any claim, demand, or action brought with respect to this Agreement.

13. Mutuality; Runs With the Land.

(a) The rights and obligations granted or created hereby are appurtenances to the Grantor Property and Grantee Property and none of the rights or obligations may be transferred, assigned or encumbered except as an appurtenance to such Parcel.

(b) The rights contained in this Agreement (whether affirmative or negative in nature) (i) will constitute covenants running with the land; (ii) will bind every person having a fee, leasehold or other interest in any portion of the Easement Parcel at any time or from time to time to the extent such portion is affected or bound by the Easement Parcel or right in question, or to the extent that easement or right is to be performed on such portion; and (iii) will inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

14. Amendment for Legal Description. Grantor has agreed to grant the Easement prior to obtaining a legal description for the Easement Parcel and relying on the depiction in Exhibit A. Grantee shall within 90 days of the Effective Date obtain a legal description of the Easement Parcel prepared by a licensed surveyor which legal description shall be acceptable to Grantor in its

reasonable discretion. Once Grantor approves the legal description for the Easement Parcel, Grantor may unilaterally amend this Agreement without Grantee's (or its successors or assigns) consent and without Grantee (or its successors or assigns) signing the amendment to include the legal description of the Easement Parcel.

15. Notices. All notices required to be given under this Agreement will be in writing and will be transmitted either by personal delivery, a reputable overnight courier which keeps receipts of delivery (such as Federal Express), or through the Area of the United States Post Office, postage prepaid, certified or registered mail, return receipt requested. Any such notice will be effective upon delivery, if delivered by personal delivery or overnight courier, and 72 hours after dispatch, if mailed in accordance with the above. Notices to the respective Parties will be sent to the following addresses:

To Grantor: Kennecott Utah Copper LLC
4700 W. Daybreak Parkway, Suite 3S
South Jordan, UT 84095
Attention: Manager, Asset Transactions
Telephone: (801) 204-2756

With a copy to: Kennecott Utah Copper LLC
4700 W. Daybreak Parkway, Suite 3S
South Jordan, UT 84095
Attn: Legal Department
Telephone: (801) 204-2808

To Grantee: Riverbend Management, Inc.
P.O. Box 50277
Idaho Falls, ID 83405
Attention: Devin Belnap
Telephone: 208-528-6635
E-Mail: dbelnap@rbm.us

With a copy to: Riverbend Management, Inc.
P.O. Box 50277
Idaho Falls, ID 83405
Attention: David Dance
Telephone: 208-528-6635
E-Mail: ddance@rbm.us

16. General Provisions.

(a) Not a Public Dedication. Nothing contained in this Agreement will be deemed to be a gift or dedication to or for the general public or for any public purposes whatsoever, it being the intention of the Parties that this Agreement be strictly limited to and for the purposes expressed herein.

(b) Incorporation of Recitals and Exhibits. The Recitals set forth above and the Exhibits attached to this Agreement are each incorporated into the body of this Agreement as if set forth in full herein.

(c) Interpretation. The paragraph headings in this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation and construction. The use of the singular in this Agreement will include the plural, where the context is otherwise appropriate.

(d) Further Assurances. Each Party, from time to time, will execute, acknowledge, subscribe and deliver to or at the request of another Party such documents and further assurances as a Party may reasonably require for the purpose of evidencing, preserving or confirming the agreements contained herein.

(e) No Waiver. Failure of a Party to insist upon strict performance of any provisions of this Agreement will not be construed as a waiver for future purposes with respect to any such provision or option. No provision of this Agreement will be waived unless such waiver is in writing and signed by the Party alleged to have waived its rights.

(f) Severability. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

(g) No Relationship. The Parties will not, by virtue of this Agreement nor by the act of any Party, be deemed principal and agent, limited or general partners, joint venturers or of any other similar relationship of each other in the conduct of their respective businesses, or otherwise.

(h) Binding Effect. This Agreement will be binding upon and will inure to the benefit of the Parties hereto and their heirs, personal representatives, successors and assigns. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the respective assigns and successors of the Parties.

(i) Third Party Rights. Nothing in this Agreement, expressed or implied, is intended to confer any rights upon any person or entity other than the Parties and their successors and assigns.

(j) Amendment. Except as set forth in Section 14, no modification of this Agreement will be made or effective unless and until such modification is made in writing and executed by the Grantee and Grantor, or their successors or assigns.

(k) Entire Agreement. This Agreement constitutes the sole agreement between the Parties and supersedes any and all other Agreements, whether oral or written, with respect to the obligations identified herein. The Parties acknowledge that no representations, inducements, promises, or agreements, whether oral or otherwise, have been made by any Party or anyone acting on behalf of any Party which is not embodied herein; and that no other agreement, statement, or

promise not contained in this Agreement regarding the provisions of this Agreement will be valid or binding.

(l) Applicable Law. This Agreement will be construed, administered and enforced according to the laws of the State of Utah.

(m) Authority. Each individual executing this Agreement represents and warrants: (i) that he or she is authorized to do so on behalf of the respective Party to this Agreement; (ii) that he or she has full legal power and authority to bind the respective Party in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority; and (iii) that the execution, delivery, and performance by the respective Party of this Agreement will not constitute a default under any agreement to which such Party is a party.

(n) Counterparts. This Agreement may be executed in any number of counterpart originals, each of which will be deemed an original instrument for all purposes, but all of which will comprise one and the same instrument.

[SIGNATURE PAGES FOLLOW]

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

GRANTOR:

KENNECOTT UTAH COPPER LLC, a Utah limited liability company formerly known as Kennecott Utah Copper Corporation

Date: November 27, 2019

By: [Signature]
Print Name: MARIE GORDON
Title: GM FINANCE

GRANTEE:

RIVERBEND MANAGEMENT, INC., an Idaho corporation

Date: November __, 2019

By: _____
Print Name: _____
Title: _____

Approved as to form
RTKC LEGAL DEPARTMENT
By: [Signature]
George J. Stewart
Chief Counsel - US
Date: 11/28/2019

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

GRANTOR:

KENNECOTT UTAH COPPER LLC, a Utah limited liability company formerly known as Kennecott Utah Copper Corporation

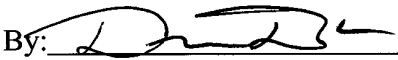
Date: November __, 2019

By: _____
Print Name: _____
Title: _____

GRANTEE:

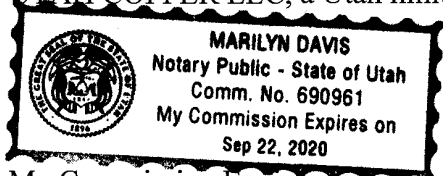
RIVERBEND MANAGEMENT, INC., an Idaho corporation

Date: November 22, 2019

By:  _____
Print Name: AUSTIN BARTIN
Title: VICE PRESIDENT

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

The foregoing instrument was acknowledged before me this 22 day of November, 2019,
by Mark Goodwin, as GM of Finance of KENNECOTT
UTAH COPPER LLC, a Utah limited liability company.



My Commission Expires:

22 Sept 2020

Marilyn Davis
NOTARY PUBLIC
Residing at: 4700 Daubrock Parkway
South Jordan, UT 84089

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

The foregoing instrument was acknowledged before me this ___ day of November, 2019,
by _____, as _____ of RIVERBEND MANAGEMENT, INC., an
Idaho corporation.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

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


The foregoing instrument was acknowledged before me this ___ day of November, 2019, by _____, as _____ of KENNECOTT UTAH COPPER LLC, a Utah limited liability company.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

STATE OF ~~UTAH~~ ^{IDAHO})
 : ss.
COUNTY OF ~~SALT LAKE~~ ^{BONNEVILLE})

The foregoing instrument was acknowledged before me this 23 day of November, 2019, by DUSTIN BARTON, as VICE PRESIDENT of RIVERBEND MANAGEMENT, INC., an Idaho corporation.



NOTARY PUBLIC
Residing at: BONNEVILLE COUNTY

My Commission Expires:

8/30/23



**EXHIBIT A
TO
EASEMENT AGREEMENT**

(Legal Description of Grantor's Property)

14101000020000

THE NW 1/4 OF NE 1/4 & ALL OF NW 1/4 & THE N 1/2 OF SW 1/4 SEC 10, T1S, R 2W, S L M. LESS RAIL ROAD. LESS SALT LAKE COUNTY 260.31 AC M OR L.

14033000040000

BEG 40.01 FT E FR SW COR SEC 3, T 1S, R 2W, S L M; N 1°20' 28" E 2584.83 FT; S 89°55'26" E 2530.452 FT; S 0°05'34" W 2590.17 FT; N 89°47'30" W 2586.77 FT TO BEG. 151.96 AC, M OR L

14031000060000

BEG N 338.492 FT & E 100.067 FT FR W 1/4 COR SEC 3, T 1S, R 2W, SLM; S 89°16'45" E 319.526 FT; N 83°52'16" E 2227.307 FT; S 00°05'54" W 577.191 FT; N 89°53'35" W 2541.013 FT; N 01°20'28" E 338.757 FT TO BEG. 25.69 AC M OR L

Less :

A parcel of land located in the Northeast Quarter of Section 10 and the Northwest Quarter of Section 11, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at a point on the North line of Section 10, Township 1 South, Range 2 West, Salt Lake Base and Meridian, said point being South 89°48'45" East 79.19 feet along said line from the North Quarter Corner of said Section 10, and thence continuing along said line South 89°48'45" East 2,503.43 feet to the west line of property conveyed to Salt Lake City Corporation by that certain Quit Claim Deed recorded July 08, 2009 as Entry No. 10748646 in Book 9743 at Page 6047 of the Salt Lake County records; thence along said line and the south line of said property the following two courses: 1) South 00°11'15" West 42.09 feet and 2) South 89°54'14" East 721.37 feet to the East line of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 11, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence South 00°09'11" West 620.39 feet to the Southeast Corner of said Northwest Quarter of the Northwest Quarter of the Northwest Quarter; thence South 45°52'05" West 868.19 feet; thence North 85°59'06" West 108.30 feet to a point on the arc of a 3,725.00 foot non-tangent curve to the right; thence Northwesterly 2,866.47 feet along the arc of said curve through a central angle of 44°05'25" and a long chord of North 63°00'54" West 2,796.27 feet to the POINT OF BEGINNING.

**EXHIBIT B
TO
EASEMENT AGREEMENT**

(Legal Description of Grantee's Property)

A parcel of land located in the Northeast Quarter of Section 10 and the Northwest Quarter of Section 11, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at a point on the North line of Section 10, Township 1 South, Range 2 West, Salt Lake Base and Meridian, said point being South 89°48'45" East 79.19 feet along said line from the North Quarter Corner of said Section 10, and thence continuing along said line South 89°48'45" East 2,503.43 feet to the west line of property conveyed to Salt Lake City Corporation by that certain Quit Claim Deed recorded July 08, 2009 as Entry No. 10748646 in Book 9743 at Page 6047 of the Salt Lake County records; thence along said line and the south line of said property the following two courses: 1) South 00°11'15" West 42.09 feet and 2) South 89°54'14" East 721.37 feet to the East line of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 11, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence South 00°09'11" West 620.39 feet to the Southeast Corner of said Northwest Quarter of the Northwest Quarter of the Northwest Quarter; thence South 45°52'05" West 868.19 feet; thence North 85°59'06" West 108.30 feet to a point on the arc of a 3,725.00 foot non-tangent curve to the right; thence Northwesterly 2,866.47 feet along the arc of said curve through a central angle of 44°05'25" and a long chord of North 63°00'54" West 2,796.27 feet to the POINT OF BEGINNING.

Part of APN: 14-10-100-002, 14-10-200-004, 14-11-100-011

EXHIBIT C TO EASEMENT AGREEMENT

(Depiction of Easement Parcel)

