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RASHELLE HOBBS
Recorder, Salt Lake County, UT
OLD REPUBLIC TITLE DRAPER/OREM
BY: eCASH, DEPUTY - EF 5 P.

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

GRANT OF EASEMENT

Salt Lake County Tax Parcel No.: a portion of 14-21-300-024; 14-21-300-025; 14-17-300-019

THIS GRANT OF EASEMENT (“**Grant of Easement**”) is made by MAVERIK, INC., a Utah corporation (“**Grantor**”), whose address is 185 S. State Street, Suite 800, Salt Lake City, Utah 84111, in favor of KENNECOTT UTAH COPPER LLC, a Utah limited liability company (“**Grantee**”), whose address is 4700 Daybreak Parkway, South Jordan, Utah 84009, in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. Grantor hereby grants and conveys to Grantee those certain perpetual, non-exclusive easements and rights-of-way (the “**Easements**”) in the locations specifically described and shown as easements in **Exhibit “A”** attached hereto (the “**Easement Parcels**”) on, over, across, and through a portion of certain real property owned by Grantor in Salt Lake County, State of Utah and more particularly described in **Exhibit “B”** attached hereto (the “**Property**”) for the purpose of installing, maintaining, operating, enlarging and replacing power, gas, water, communications, and other utilities and facilities whether now existing or later installed necessary or convenient to provide overhead or buried utility services including, without limitation, Grantee’s existing 24” culinary water pipeline and existing fiberoptic line (collectively, the “**Grantee Facilities**”). Notwithstanding the foregoing, in no event shall the size of the Easements exceed the specific easement areas described and shown in **Exhibit “A”**.

Grantor also grants and conveys to Rocky Mountain Power, a division of PacifiCorp, an Oregon corporation (“**Rocky Mountain Power**”) a perpetual, non-exclusive easement and right-of-way on, over, across, and through the Easement Parcels for the purpose of installing, maintaining, operating, enlarging, replacing and removing electric power lines and all necessary or desirable accessories and appurtenances thereto including, without limitation, supporting towers, poles, props, guys and anchors (collectively, the “**RMP Facilities**”).

Subject to the terms and conditions of this Easement, Grantor grants to Grantee and Rocky Mountain Power rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the Easements, and all rights and privileges incident thereto, so long as Grantee’s or Rocky Mountain Power’s access of the Easements does not unreasonably interfere with Grantor’s Property or any adjacent properties and tenants.

Grantor reserves unto itself forever, the right to use and cross over the Easements, to place or grant other easements on, over, through or across the Easements, and to otherwise make use of and improvements to the Easements, including landscaping, parking, signage, driveways, sidewalks, storm drain facilities, and other improvements necessary to the development of the Property owned by Grantor provided that such uses and improvements do not unreasonably interfere with the rights of Grantee and Rocky Mountain Power. Notwithstanding the foregoing, or anything contained herein to the contrary, Grantor intends to construct, maintain and use a storm

water drainage swale on, over and across portions of the Easement Parcels and Grantor reserves the right to install the same so long as such installation and construction does not result in interference or damage to Grantee's existing 24" culinary water pipeline and existing fiberoptic line.

The Easements are hereby conveyed to Grantee and Rocky Mountain Power "AS IS", "WHERE IS", without warranties, either express or implied, "with all faults", including but not limited to both latent and patent defects.

Grantee shall be responsible for maintaining and repairing the Grantee Facilities and ensuring that the Grantee Facilities comply 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. Rocky Mountain Power shall be responsible for maintaining and repairing the RMP Facilities and ensuring that the RMP Facilities comply in all material respects with applicable Laws and continue to function as intended, at Rocky Mountain Power's sole cost. Grantor acknowledges and agrees that Grantee shall have no responsibility to maintain, repair, inspect or otherwise manage the RMP Facilities located on or at the Easement Parcels and that Rocky Mountain Power shall have no responsibility to maintain, repair, inspect or otherwise manage the Grantee Facilities located on or at the Easement Parcels. All work done in connection with the Grantee Facilities and the RMP Facilities shall be performed in a good and workmanlike manner, at Grantee's or Rocky Mountain Power's sole cost. Grantee or Rocky Mountain Power, as applicable, shall give Grantor and Grantor's tenant thirty (30) days' written notice of its intent to perform maintenance or repair work (unless in emergency circumstances, in which case Grantee or Rocky Mountain Power shall give such notice as is reasonable under the circumstances) and shall use good faith to complete such work in a timely manner and so as to provide minimal interference with the Property, adjacent properties and tenants and shall further ensure that the access points from adjacent public rights-of-way are not blocked or impeded by Grantee's or Rocky Mountain Power's exercise of its rights herein. Within a reasonable time following completion of any maintenance, repairs or improvements within the Easements, the applicable party, at its expense, shall reasonably restore the surface of the Easements or any other property of Grantor disturbed by such party during construction, as near as practicable to its pre-construction condition.

Grantee shall indemnify Grantor, and Grantor's tenants, 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 Grantee's, or Grantee's agents, representatives, contractors or employees negligence or willful misconduct during the construction, operation, repair, replacement, or maintenance of the Easements. Rocky Mountain Power shall indemnify Grantor, and Grantor's tenants, 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 Rocky Mountain Power's, or Rocky Mountain Power's agents, representatives, contractors or employees negligence or willful misconduct during the construction, operation, repair, replacement, or maintenance of the Easements.

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.

This Grant of Easement shall be deemed to run with the Property and shall be binding upon and inure to the benefit of the successors and assigns of Grantor, Grantee and Rocky Mountain Power.

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

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.

DATED as of this 2 day of December, 2020.

GRANTOR:
MAVERIK, INC.,
a Utah corporation

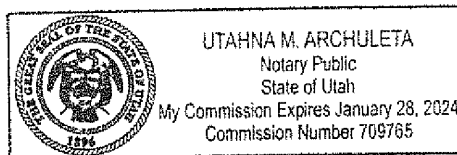
By: [Signature]
Print Name: Chuck Maggelet
Title: President

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

The foregoing instrument was acknowledged before me this 2 day of December, 2020, by Chuck Maggelet, as President of MAVERIK, INC., a Utah corporation.

[Signature]
NOTARY PUBLIC
Residing at: Davis County

My Commission Expires:
01/28/2024



**EXHIBIT "A" TO
GRANT OF EASEMENT**

LEGAL DESCRIPTIONS AND DRAWING OF EASEMENTS

Easements 3 and 4 described below are shown on the map attached below.

Easement No. 3

A permanent, non-exclusive easement of varied width located in the Southwest Quarter of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at a point on the south line of SR 201, said point being North 89°58'32" East 53.18 feet along the north line of the South Half of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian, South 00°09'13" East 159.77 feet to said south line and along said south line North 89°55'43" East 515.94 feet from the West Quarter Corner of said Section 21, and thence continuing along said line North 89°55'43" East 378.86 feet to the northerly line of property described in that certain Quit Claim Deed recorded December 14, 20185 as Entry No. 12903854 in Book 10738 at Page 8643 of the Salt Lake County records at a point on the arc of a 1,061.00 foot non-tangent curve to the left; thence along said line Southwesterly 138.64 along the arc of said curve through a central angle of 07°29'12" and a long chord of South 64°22'03" West 138.54 feet; thence North 88°18'22" West 69.17 feet; thence North 88°36'56" West 185.00 feet; thence North 00°08'38" East 52.94 feet to the POINT OF BEGINNING. Said easement encompasses 17,806 square feet or 0.41 acres, more or less.

Easement No. 4

A permanent, non-exclusive easement of varied width located in the Southwest Quarter of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at a point on the south line of SR 201, said point being North 89°58'32" East 53.18 feet along the north line of the South Half of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian and South 00°09'13" East 159.77 feet from the West Quarter Corner of said Section 21, and thence along said south line North 89°55'43" East 515.94 feet; thence South 00°08'38" West 52.94 feet; thence North 88°36'56" West 54.37 feet; thence North 88°48'12" West 134.20 feet; thence North 89°11'49" West 89.88 feet; thence South 89°27'11" West 181.35 feet; thence South 45°21'32" West 30.31 feet; thence South 10°26'06" West 26.08 feet; thence South 00°08'32" West 123.24 feet; thence South 89°57'46" West 30.00 feet to a point 54.00 feet perpendicularly distant of the west line of said Section 21; thence parallel to said line North 00°08'32" East 218.87 feet to the POINT OF BEGINNING. Said easement encompasses 30,795 square feet or 0.71 acres, more or less.

[See attached map for depiction of Easements]

**EXHIBIT "B" TO
GRANT OF EASEMENT**

LEGAL DESCRIPTION OF GRANTOR PROPERTY

The Easements described in the foregoing Grant of Easement and legally described on the following pages of this Exhibit "A", are located on a portion of the following parcel of land owned by Grantor, located in Salt Lake County, State of Utah:

A PARCEL OF LAND BEING PART OF PARCEL 11 (*TAX PARCEL NO. 14-21-300-019*) AND PART OF PARCEL 12 (*TAX PARCEL NO. 14-21-300-023*), AS DESCRIBED IN THAT SPECIAL WARRANTY DEED RECORDED AT ENTRY # 12933990, IN BOOK 10752, ON PAGE 7696, IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER. SAID PARCEL OF LAND IS LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARY OF SAID PARCEL OF LAND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF S.R. 201, SAID POINT BEING 2,654.83 FEET S. 00°11'45" W. AND 159.80 FEET S. 00°11'41" W. AND 54.00 FEET S. 89°48'19" E. AND 516.03 FEET N. 89°58'46" E. FROM THE NORTHWEST CORNER OF SAID SECTION 21; THENCE N. 89°58'46" E. 378.88 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF S.R. 201, TO A POINT ON THE NORTHERLY LINE OF A PARCEL OF LAND CONVEYED TO THE UTAH DEPARTMENT OF TRANSPORTATION BY A QUIT CLAIM DEED RECORDED DECEMBER 14, 2018, AS ENTRY NO. 12903854 IN BOOK 10738, AT PAGE 8643, IN THE SALT LAKE COUNTY RECORDERS OFFICE; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, THE FOLLOWING TWO (2) COURSES: 1) SOUTHWESTERLY ALONG THE ARC OF A NON-TANGENT 1,061.00 FOOT RADIUS CURVE TO THE LEFT, BEARING TO RADIUS POINT IS S. 21°50'14" E. (CHORD BEARS S. 62°17'03" W. 217.38 FEET), HAVING A CENTRAL ANGLE OF 11°45'34"; 2) S. 56°24'16" W. 224.75 FEET; THENCE N. 00°11'41" E. 225.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 39,374 SQUARE FEET OR 0.904 ACRES, MORE OR LESS.

BASIS OF BEARING: S. 89°54'00" E. 5,280.05 FEET BETWEEN THE NORTHWEST CORNER AND THE NORTHEAST CORNER OF SAID SECTION 21, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.