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08/05/2021 03:42 PM \$40.00  
Book - 11217 Pg - 8466-8474  
RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
QUESTAR GAS COMPANY  
PO BOX 45360 RIGHT OF WAY  
SALT LAKE CITY UT 84145  
BY: GGA, DEPUTY - MA 9 P.

WHEN RECORDED MAIL TO:

Questar Gas Company, dba Dominion Energy Utah  
P.O. Box 45360, Right of Way  
Salt Lake City, UT 84145

*Space above for County Recorder's use*  
PARCEL I.D.# 14202000010000

**CORRECTIVE AND REPLACEMENT**

**NON-EXCLUSIVE RIGHT-OF-WAY AND EASEMENT GRANT AGREEMENT**

THIS CORRECTIVE NON-EXCLUSIVE RIGHT-OF-WAY AND EASEMENT GRANT AGREEMENT (this "**Corrective Agreement**") is made effective as of the 24<sup>th</sup> day of March, 2021 (the "**Effective Date**"), by and between to QUESTAR GAS COMPANY, a Utah corporation dba Dominion Energy Utah ("**Grantee**"), with an address at 1140 West 200 South, Salt Lake City, Utah 84145-0360, Attn: Right-of-Way; and KENNECOTT UTAH COPPER LLC, a Utah limited liability company formerly known as Kennecott Utah Copper Corporation ("**Grantor**"), with an address at 4700 Daybreak Parkway, South Jordan, Utah 84009, Attn: Manager, Asset Transactions, with reference to the following:

A. Grantee obtained a non-exclusive easement (the "**Original Easement**") with respect to certain portions of Grantor's lands located in Salt Lake County, Utah (the "**Grantor Property**") pursuant to that certain Non-Exclusive Right-of-Way and Easement Grant Agreement dated March 24, 2021 and recorded as Entry No. 13610503 on March 26, 2021 at Book 11144, Pg. 856-864 (the "**Original Agreement**").

B. The Original Easement had an incorrect legal description, which the Grantor and Grantee desire to correct and replace by executing and recording this Corrective Agreement.

C. Grantor is willing to grant to Grantee a non-exclusive corrective easement with respect to a portion of the Grantor Property to replace the Original Easement in its entirety, on the terms and conditions set forth in this Corrective Agreement.

NOW, THEREFORE, for the sum of TEN DOLLARS (\$10.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Corrective Easement. Grantor does hereby grant, without warranty of title and subject to existing third party rights, to Grantee a non-exclusive right-of-way and easement ("**Corrective Easement**") to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace one below ground pipeline having a diameter of 16 inches and one below ground pipeline having a diameter of 8 inches, together with valves, valve boxes, and related gas distribution facilities (hereinafter collectively the "**Grantee Facilities**"), said Corrective Easement being on, over, under, across and through that certain portion of the Grantor Property located in Salt Lake the County, Utah (the "**Easement Parcel**"), as shown on Exhibit A attached hereto and by this reference made a part hereof and more particularly described as follows, to-wit:

Beginning at the Southwest Corner of Section 16, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running:

thence S.00°08'31"W., a distance of 33.12 feet along the Section Line;  
thence N.89°55'34"W., a distance of 15.06 feet;  
thence S.00°08'27"W., a distance of 2,152.46 feet;  
thence S.02°25'13"E., a distance of 60.42 feet;  
thence S.01°28'23"E., a distance of 230.50 feet;  
thence N.89°56'19"E., a distance of 5.81 feet to the Section Line;  
thence S.00°08'31"W., a distance of 31.69 feet along the Section Line;  
thence S.89°28'44"W., a distance of 34.92 feet;  
thence N.01°28'23"W., a distance of 261.49 feet;  
thence N.02°25'13"W., a distance of 60.84 feet;  
thence N.00°08'27"E., a distance of 2,221.49 feet;  
thence S.89°54'22"E., a distance of 45.09 feet to the Section Line;  
thence S.00°11'45"W., a distance of 35.25 feet along the Section Line and to the Point of Beginning;

Contains 77,510 square feet or 1.779 acres.

Grantee shall have the right to use such access road(s) as may be designated by Grantor from time to time to access the above described Easement Parcel. Grantor reserves the right from time to time to relocate, alter or improve or otherwise change any access roads on, over and across the Grantor Property used by Grantee to access the Easement Parcel.

2. Non-Exclusive Easement. Grantor reserves for itself and its successors and assigns, the right to grant other easements and rights of way, and to use and cross on, over, across, under and through the Easement Parcel, and to otherwise make use of and improvements to the Easement Parcel provided that the Grantor shall not unreasonably impede Grantee's use of the Easement Parcel.

3. Condition of Property. 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 Materials (defined below), if any. Grantee acknowledges that industrial operations, including mining, mineral processing and related support operations, have been, are, and in the future will be, operated or occurring on portions of the Grantor Property and/or properties in the vicinity thereof. Grantee also acknowledges that Grantor and/or its predecessors in interest have granted easements to third parties in the vicinity of the Easement Parcel and may have granted utility easements to third parties within the Easement Parcel and such third parties may own and operate utility and other facilities on or in the vicinity of the Easement Parcel. Grantee accepts the Easement Parcel with full knowledge of the nature and character of the potential or actual former and current Grantor and third party operations and/or future Grantor operations and the hazards which have, are, or may possibly result from, such Grantor or third party operations. Grantee on behalf of itself and the Grantee Parties (defined below) covenants and agrees not to bring any claims, counterclaims,

causes of action, suits or damages (including, without limitation, all foreseeable and unforeseeable consequential damages, injunction and other relief), fines, judgments, penalties, costs, liabilities, losses or expenses (including attorneys' fees and costs) against Grantor and/or its affiliates and parent companies, and their respective directors, officers, employees, agents, contractors, consultants or representatives related to or arising out of the condition of the Easement Parcel now existing or any liability relating thereto including, without limitation, the existence of Hazardous Substances whatsoever, on, at, to, in, above, about, under, from or in the vicinity of the Easement Parcel.

4. Compliance with Law. Grantee shall comply, and shall cause its officers, directors, employees, agents, and contractors (the "**Grantee Parties**") to comply with all present and future federal, state and local laws, orders, rules, regulations and requirements of every duly constituted government authority, agency or instrumentally, that may be applicable in respect of this Corrective Agreement and the Grantee Facilities (collectively, "**Laws**"), and shall include, without limitation, all present and future administrative orders, consent decrees or similar agreements with or imposed by the Utah Department of Environmental Quality or the Environmental Protection Agency applicable to all or portions of the Grantor Property. Wherever Grantee enters onto the Easement Parcel (and, if permitted, other portions of the Grantor Property), Grantee shall conduct all of its activities on the Easement Parcel and any other portion of the Grantor Property in a manner consistent with the best industry practices to minimize the risk of injury to property, operations or processes, and to persons thereupon or in the vicinity thereof. Grantee shall accommodate its operations to the reasonable convenience of Grantor, and Grantee's work shall be conducted so as not to unreasonably interfere with the operations of Grantor. The parties agree that any disruption of mining, mineral processing and related support operations shall be deemed material interference. If the interference is unavoidable, Grantee shall not proceed with work activities until it shall have first obtained specific written authority and directions from Grantor, which authority and directions shall be subject to Grantor's sole discretion, and Grantee shall proceed in accordance with the directions given.

5. Indemnification. Grantee shall indemnify and hold harmless Grantor, its affiliates and parent companies, and their respective directors, officers, employees, agents, contractors, consultants or representatives from and against any and all actions, cause of actions, losses, damages, suits, proceedings, claims, assessments, fines, penalties, or demands of any kind, costs, expenses (including, without limitation, attorneys' fees, costs, and expenses and expert witness/consultant fees, costs, and expenses) including third party claims, whether at law, in equity, and whether or not before any court, administrative law judge, arbitrator, mediator, or other tribunal or governmental body arising out of or resulting from the use by Grantee or any Grantee Party of the Corrective Easement or entry onto the Easement Parcel or other portions of the Grantor Property pursuant to this Corrective Agreement.

6. Environmental. Except in compliance with all applicable Laws, the Grantee Parties shall 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 Material on, over or under the Easement Parcel or other portions of the Grantor Property, or any property adjacent thereto. If Grantee breaches any of its obligations set forth in this Section, Grantee shall, 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 material or substance and to obtain appropriate governmental agency certification that such corrective action, response, removal, remediation and elimination are complete. "**Hazardous Materials**" means any material or substance now or hereafter: (a) the presence and/or amount of which requires reporting, investigation, corrective action, removal, or remediation under any Laws; (b) that is defined as a "hazardous waste," "hazardous substance," "toxic pollutant," or "contaminate" under any Laws; (c) that is toxic, explosive, corrosive, flammable, ignitable, infectious, radioactive, reactive, carcinogenic, mutagenic, or otherwise hazardous and is regulated under any Laws; (d) the presence of which on lands causes or threatens to cause a nuisance upon the lands or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the lands; (e) that contains gasoline, diesel fuel, or other petroleum hydrocarbons; (f) that contains PCBs, asbestos, or urea formaldehyde foam insulation; or (g) "Hazardous Waste" as defined under applicable Laws.

7. No Mechanic's Liens. Grantee shall 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 any other portion of the Grantor Property on account of any act by or on behalf of Grantee, Grantee shall, within thirty (30) days of the first to occur of discovery by Grantee or receipt of notice from Grantor, cause such lien to be removed. Grantee shall indemnify, defend and hold Grantor harmless from any liability for the payment of such liens.

8. Improvements; Maintenance. Grantee expressly acknowledges and agrees that it shall not install the Grantee Facilities or any other improvements within the Easement Parcel without first providing to Grantor for review and approval the plans and specifications for the Grantee Facilities or other improvements, which approval Grantor shall not unreasonably withhold, conditioned or delayed. Upon completion of any activities which disturb the surface of the Easement Parcel and/or any other authorized portion of the Grantor Property, Grantee shall promptly restore such property to its condition immediately prior to such activities. Grantee shall give thirty (30) days prior written notice (except in an emergency, in which case Grantee shall give as much notice as is practicable under the circumstances) of its intent to construct, maintain, remove or replace any improvements if such activities would cause any disturbance of the surface of the Grantor Property, and Grantee shall perform such activities expeditiously and shall take reasonable efforts to minimize any disruption of operations on the Grantor Property caused by such activities. Upon Grantor's request, Grantee shall, at its sole cost and expense, deliver to Grantor an accurate ALTA/NSPS survey (with Table A items) of the as-built Grantee Facilities within the Easement Parcel. Grantee, at Grantee's sole cost and expense, shall at all times inspect, maintain, keep and repair the Grantee Facilities in good condition and repair. Grantee, at Grantee's sole cost and expense, shall be solely responsible for the construction, inspection, maintenance, repair and replacement of the Grantee Facilities and Grantee acknowledges and agrees that Grantor shall have no responsibility whatsoever to maintain, inspect, repair or replace any portion of the Grantee Facilities.

9. Default. If Grantee fails to cure a default hereunder within thirty (30) days (or such longer period as may reasonably be required to cure such default, provided that cure has commenced and Grantee is diligently proceeding to complete such cure) after receiving written

notice thereof from Grantor, Grantor shall have the right to terminate this Corrective Agreement and the easements 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 Corrective Agreement, Grantor shall 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 shall exclude any other remedy herein, by law or in equity, but each shall be cumulative.

10. Termination. This Corrective Agreement and all easement rights set forth herein may be terminated by Grantor upon six (6) months written notice to Grantee if the Corrective Easement is not used for a period of twenty-four (24) consecutive months. Upon an event of termination set forth above, Grantor and Grantee shall execute and record an instrument terminating this Corrective Agreement. Grantee shall, at its sole cost and expense, within six (6) months of termination remove the Grantee Facilities and restore the Easement Parcel to substantially the same condition as existed as of the Effective Date.

11. Notices. All notices required to be given under this Corrective Agreement shall be in writing and shall be transmitted either by personal delivery, a reputable overnight courier which keeps receipts of delivery (such as Federal Express), or through the United States Post Office, postage prepaid, certified or registered mail, return receipt requested. Any such notice shall be effective upon delivery, if delivered by personal delivery or overnight courier, and seventy-two (72) hours after dispatch, if mailed in accordance with the above. Notices to the respective parties shall be sent to the addresses set forth on the first page of this Corrective Agreement.

12. General Provisions.

(a) This Corrective Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their permitted successors and assigns. All provisions of this Corrective 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.

(b) Grantee shall not assign, convey or sell the Corrective Easement or any of its rights under this Corrective Agreement to any other party without the prior written consent of Grantor.

(c) Nothing contained in this Corrective Agreement shall 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 Corrective Agreement be strictly limited to and for the purposes expressed herein.

(d) This Corrective Agreement sets forth the entire understanding of the parties as to the matters set forth herein and cannot be altered or otherwise amended, except pursuant to an instrument in writing signed by each of the parties hereto.

(e) In the event it becomes necessary for any party hereto to employ an attorney in order for such party to enforce its rights hereunder, either with or without litigation, the non-prevailing party of such controversy shall pay to the prevailing party reasonable attorneys' fees

and, in addition, such costs and expenses as are incurred by the prevailing party in enforcing its rights hereunder.

(f) This Corrective Agreement shall be governed by and construed in accordance with and interpreted under the laws of the State of Utah.

(g) The obligations of the Parties set forth in this Corrective Agreement shall not create any rights in or obligations to any persons or parties other than to the Parties and their respective successors and assigns. This Corrective Agreement is not intended to nor shall it be construed to benefit any third party.

(h) If any term or provision of this Corrective Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Corrective Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, condition, and provision of this Corrective Agreement shall be valid and enforced to the fullest extent permitted by law, so long as removing the severed portion does not materially alter the overall intent of this Corrective Agreement.

(i) The parties shall not, by this Corrective Agreement nor by any act of either party, be deemed principal and agent, limited or general partners, joint venturers or to have any other similar relationship to each other in the conduct of their respective businesses, or otherwise.

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

(k) Each undersigned represents and warrants that each has been duly authorized by all necessary corporate, company or trust action, as appropriate, to execute this Corrective Agreement for and on behalf of the respective parties.

(l) This Corrective Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together, shall constitute a whole.

13. Correction and Replacement. By this Corrective Agreement, the parties hereby replace the Original Easement in its entirety with the Corrective Easement and agree the Original Easement shall be of no further force or effect upon recordation of this Corrective Agreement. This Corrective Agreement supersedes and replaces the Original Agreement in its entirety. Notwithstanding the foregoing, for purposes of priority the parties intend the Corrective Easement to relate back to the date of recordation of the Original Agreement.

[SIGNATURE PAGE FOLLOWS]

Grantor and Grantee have executed this Corrective Agreement as of the dates below written to be effective as of the Effective Date.

Approved as to form:  
Nicole Carlisle  
Squires  
Digitally signed by Nicole Carlisle  
Squires  
Date: 2021.07.29 11:38:56 -06'00'

AUG 2  
Date: ~~July~~ 2, 2021

**GRANTOR:**

KENNECOTT UTAH COPPER LLC, a Utah limited liability company

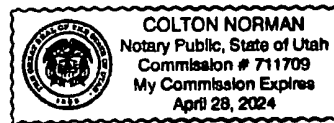
By: [Signature]  
Print Name: GABY POIRIER  
Title: MANAGING DIRECTOR RTK

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

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of ~~July~~ August, 2021, by Gaby Poirier, as Managing Director RTK on behalf of KENNECOTT UTAH COPPER LLC, a Utah limited liability company.

[Signature]  
NOTARY PUBLIC  
Residing at: Salt Lake County, Utah

My Commission Expires:  
4/28/2024



**GRANTEE:**

QUESTAR GAS COMPANY, a Utah corporation dba Dominion Energy Utah

By: [Signature]  
Print Name: BRADY K. NOWERS  
Title: AUTHORIZED REPRESENTATIVE

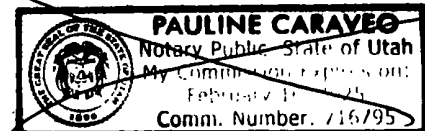
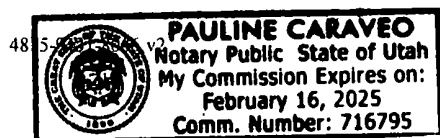
AUG. 5  
Date: ~~July~~ 5, 2021

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

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of ~~July~~ August, 2021, by Brady K. Nowers, the AUTHORIZED REPRESENTATIVE of QUESTAR GAS COMPANY, a Utah corporation dba Dominion Energy Utah.

[Signature]  
NOTARY PUBLIC  
Residing at: Salt Lake County

My Commission Expires:



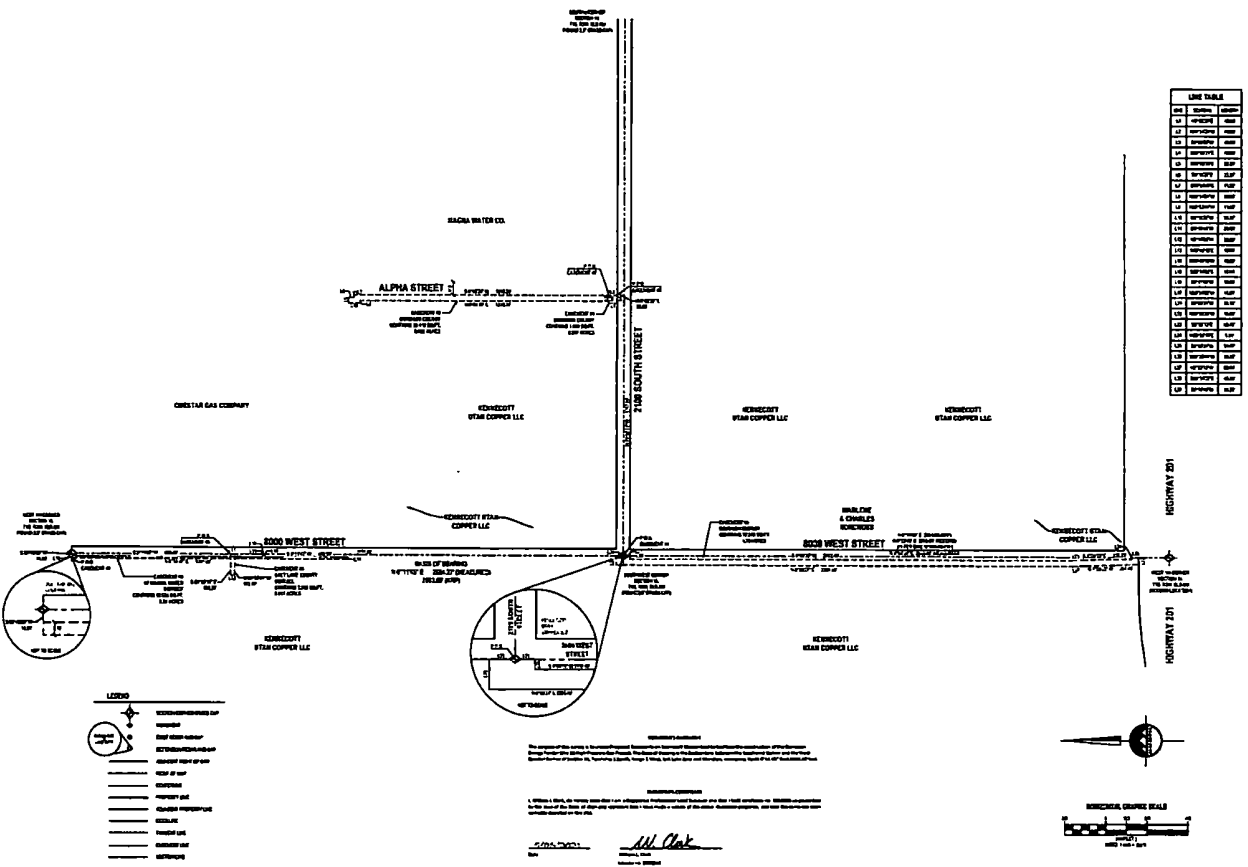
**EXHIBIT A  
TO  
CORRECTIVE NON-EXCLUSIVE RIGHT-OF-WAY AND EASEMENT GRANT  
AGREEMENT**

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Diagram of Easement Parcel

(on following page)





LINE TABLE	
LINE NO.	DESCRIPTION
1	8000 WEST STREET
2	2100 SOUTH STREET
3	ALPHA STREET
4	JONES AVENUE
5	HURWAY 201
6	HURWAY 202
7	...
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- LEGEND**
- PROPOSED POWER LINE
  - EXISTING POWER LINE
  - EASEMENT BOUNDARY
  - PROPERTY BOUNDARY
  - RIGHT OF WAY
  - ROAD CENTERLINE
  - ROAD RIGHT OF WAY
  - PROPERTY CORNER
  - EASEMENT CORNER
  - EASEMENT INTERSECTION
  - EASEMENT TERMINATION
  - EASEMENT ENCROACHMENT
  - EASEMENT ENCROACHMENT CORNER
  - EASEMENT ENCROACHMENT INTERSECTION
  - EASEMENT ENCROACHMENT TERMINATION
  - EASEMENT ENCROACHMENT CORNER
  - EASEMENT ENCROACHMENT INTERSECTION
  - EASEMENT ENCROACHMENT TERMINATION
  - EASEMENT ENCROACHMENT CORNER
  - EASEMENT ENCROACHMENT INTERSECTION
  - EASEMENT ENCROACHMENT TERMINATION

**NOTICE TO CONTRACTORS**

The Engineer has prepared this plan on the basis of information furnished to him by the owner and other persons. He is not responsible for the accuracy of the information furnished to him. He is not responsible for the accuracy of the information furnished to him. He is not responsible for the accuracy of the information furnished to him.

**APPROVED:** *M. Clark*

**ENSIGN**  
THE STANDARD OF EXCELLENCE

SALT LAKE CITY  
430 W. 2000 S., Room 200  
Phone (801) 487-1000

LAYTON  
Phone (801) 467-1100

TUOOLE  
Phone (435) 463-2200

CEDAR CITY  
Phone (435) 734-1100

SPRINGDALE  
Phone (435) 734-2200

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**DOMINION ENERGY FEEDERLINE 13  
KENNEDOTT COPPER EASEMENT EXHIBIT**

8000 WEST 2100 SOUTH  
MAGNIA, UTAH

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**DOMINION ENERGY  
MAGNIA LPO  
OFFSITE  
EASEMENTS**

1 OF 1