

RESOLUTION NO. _____

ADOPTED: _____, 2022

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING A LEASE AGREEMENT BETWEEN SALT LAKE COUNTY AND KENNECOTT UTAH COPPER LLC FOR PROPERTY LOCATED IN THE BUTTERFIELD CANYON AREA

RECITALS

A. Kennecott Utah Copper LLC (the “Kennecott”) owns certain real property located in the Butterfield Canyon area within Salt Lake County, Utah, consisting of approximately five hundred sixty (560) acres (the “Kennecott Land”).

B. Salt Lake County (the “County”) recently acquired 50 acres of land in Herriman adjacent to the Kennecott Land where it intends to build a trailhead for biking, hiking and equestrian trails in the Butterfield Canyon area.

C. The County desires to lease a portion of the Kennecott Land to construct, maintain, repair, and operate thereon a series of trails for biking, hiking, equestrian, and related recreational purposes, which will consist of approximately 17.1 acres in total (the “Premises”).

D. The County and the Kennecott have negotiated a Lease Agreement, attached as Exhibit 1 hereto, to provide for the lease of the Premises.

E. The initial term of the lease is twenty years with the option to extend the lease for an additional twenty years, and the initial annual rent is \$3,500.00.

F. It has been determined that the best interests of the County and the general public will be served by executing the Lease Agreement for the lease of the Premises upon the terms and conditions contained therein.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the attached Lease Agreement, attached hereto as Exhibit 1 and by this reference made a part

of this Resolution, is hereby approved; and the Mayor is hereby authorized to execute said Lease Agreement.

APPROVED and ADOPTED this _____ day of _____, 2022.

SALT LAKE COUNTY COUNCIL

By: _____
Laurie Stringham, Chair

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

- Council Member Alvord voting _____
- Council Member Bradley voting _____
- Council Member Bradshaw voting _____
- Council Member DeBry voting _____
- Council Member Granato voting _____
- Council Member Winder-Newton voting _____
- Council Member Snelgrove voting _____
- Council Member Stringham voting _____
- Council Member Theodore voting _____

APPROVED AS TO FORM:

R. Christopher Preston
Deputy District Attorney

EXHIBIT 1
Lease Agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT (the “**Lease**”) is entered into between Kennecott Utah Copper LLC, a Utah limited liability company, hereinafter “**Lessor**,” and Salt Lake County, a body corporate and politic of the State of Utah, hereinafter called “**Lessee**,” effective as of the ___ day of _____, 2022 (the “**Effective Date**”). Lessor and County are individually referred to as a “**Party**” and collectively referred to as the “**Parties**.”

RECITALS:

A. Lessor is the owner of certain real property located in the Butterfield Canyon area within Salt Lake County, Utah, and consisting of approximately five hundred sixty (560) acres (the “**Kennecott Land**”), as generally depicted on the maps attached hereto as **Exhibit A**.

B. Lessee manages, maintains, and operates recreational trails, picnic areas, trailheads, parking areas, and related facilities for public use.

C. Lessee desires to lease a portion of the Kennecott Land to construct, maintain, repair, and operate thereon a series of trails in accordance with the terms and conditions of this Lease (including all Improvements, as defined herein) for biking, hiking, equestrian, and related recreational purposes (the “**Premises**”), which will consist of approximately 17.1 acres in total and which is depicted and more particularly described on **Exhibit B** attached hereto.

D. On or about March 26, 2021, Lessor entered into a Site Access Agreement with Lessee to allow Lessee to conduct certain due diligence to evaluate conditions of and on the Premises (the “**Site Access Agreement**”).

E. Lessor agrees to Lessee's use of the Premises only for the uses expressly permitted in this Lease.

F. In addition to other protections provided hereunder, Lessor and Lessee acknowledge and agree that Lessor desires to enter into this Lease to qualify for and avail itself of the protections of the Utah Recreational Use Statute set forth in Utah Code Sections 57-14-201 *et seq.*, as amended from time to time (the “**Use Statute**”), and Lessee desires to cooperate with Lessor in obtaining such protections to the extent permitted by applicable law and in accordance with the terms and conditions of this Lease.

G. Lessee acknowledges and agrees that portions of the Kennecott Land and the Premises are located within operable unit 3 of the Kennecott South Zone Superfund Site, as designated by the United States Environmental Protection Agency (“**EPA**”) pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.* (“**CERCLA**”), a site to which the Salt Lake County Contaminated Soils Ordinance (Salt

Lake County Ordinance, Title 9, Chapter 50) applies, and which is subject to the jurisdiction of the Salt Lake County Health Department, the Utah Department of Environmental Quality (“DEQ”), and the EPA, and which has elevated levels of certain environmental contaminants in soil, water, or other media and is subject to various state and federal requirements, covenants, restrictions, and agreements in effect and under which and with respect to which Lessor has or may have certain ongoing obligations and liabilities, as amended or updated from time to time (as amended, the “**Environmental Obligations**”) and that will require Lessor to have perpetual access to and the right to take such actions, from time to time, as may be required or requested by any state or federal agency with respect to the Environmental Obligations.

TERMS AND CONDITIONS

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and covenants set forth therein, the parties agree as follows:

1. Recitals and Definitions. The Recitals above and all defined terms contained therein are hereby incorporated into this Lease for all purposes.

2. Lease/Permitted Use/Net Lease/Condition of Premises/Size and Location of Premises.

(a) Lease. Lessor hereby leases the Premises for the following purposes: Lessee may use the Premises to construct, maintain, use, operate, and repair a system of recreational trails and appurtenant parts thereof for biking, hiking, equestrian, and other related recreational purposes approved by Lessor hereunder (the “**Trail Project**”). Lessee shall pay for all costs of construction of the Trail Project within the Premises. The Parties acknowledge that the Premises shall be used for no other purpose by Lessee without Lessor’s prior written consent, which shall be granted or withheld in Lessor’s discretion. Additionally, Lessee may, in its sole discretion but subject to the terms and conditions set forth herein, enter into agreements with third-party invitees to permit the planning and occurrence of events and activities on the Premises, including, but not limited to, mountain biking events, races, and competitions, for which Lessee shall receive and retain any compensation for such events or activities held on the Premises. Lessee shall meet with Lessor annually on or about the anniversary of the Effective Date to discuss and coordinate with Lessor all events or activities scheduled for use of the Trail Project during the upcoming year and to confirm that Lessee has taken and will take such efforts as are necessary to ensure compliance with the Use Statute by Lessee and those scheduled to use the Trail Project. Lessee’s rights in the Premises under this Lease shall not include any water rights.

(b) Permitted Use. Lessee shall throughout the Term use and operate the Premises only for the uses set forth in Section 2(a) hereof and shall do so in compliance with all applicable Laws, including, the Use Statute, and the use provisions set forth in Section 2(a) hereof. Further, Lessor shall have the right to record a memorandum of this Lease, confirming the uses permitted hereunder and such other material terms as Lessor shall determine, in its sole discretion.

(c) Net Lease. Other than as is expressly set forth in this Lease, all costs, expenses, liabilities, and charges whatsoever with respect to the Premises arising out of or related to Lessee's use of the Premises, including, without limitation, costs and expenses related to any easements benefiting the Premises, and the construction, rehabilitation, ownership, leasing, operation, maintenance, repair, rebuilding, use, occupation of, or conveyance of any or all of any Improvements shall be the sole responsibility of and payable by Lessee, including, but not limited to, any reasonable costs, expenses, liabilities, charges or other sums, all of which reasonable costs, expenses, liabilities and charges shall be deemed additional rent hereunder. Provided, however, that Lessee shall not be responsible for any costs or expenses (including legal fees) incurred directly by Lessor associated with or related to: (i) the payment of property taxes and assessments; or (ii) Lessor's management, oversight, or review of this Lease.

(d) Condition of Premises. Lessee acknowledges and agrees that the Premises shall be leased to Lessee, and Lessee hereby accepts the Premises, in their "as is, where is, and with all faults" condition. Lessor hereby expressly disclaims any and all representations and warranties of any kind or character, express or implied, with respect to the Premises, except as otherwise set forth herein. Without limiting the generality of the preceding sentence or any other disclaimer set forth herein, Lessor and Lessee hereby agree that Lessee has had access to the Premises under the Site Access Agreement and hereby accepts the Premises in such "as is, where is, and with all faults" condition, and that Lessor has not made and is not making any representations or warranties, express or implied, written or oral, except as expressly set forth herein as to: (i) the nature or condition, physical or otherwise, of the Premises or any aspect thereof, including, without limitation, any warranties of habitability, suitability, merchantability, or fitness for a particular use or purpose; (ii) the soil conditions, drainage conditions, topographical features, slope, grade, access to public rights-of-way, availability of utilities or other conditions or circumstances which affect or may affect the Premises or any use to which Lessee may put the Premises; (iii) any conditions at or which affect or may affect the Premises with respect to any particular purpose, use, development potential or otherwise; (iv) any environmental, geological, meteorological, structural or other condition or hazard or the absence thereof, heretofore, now, or hereafter affecting in any manner the Premises, including, any environmentally hazardous substance on, in, under or adjacent to the Premises; and (v) the compliance of the Premises or the operation or use of the Premises with any applicable restrictive covenants, or any Laws, ordinances, or regulations of any governmental body (including specifically, without limitation, any zoning laws or regulations, any building codes, and any environmental laws or Lessor's compliance with the Environmental Obligations. With respect to this Lease and the subject matter hereof, Lessee forever waives, releases, discharges and covenants not to sue Lessor and its affiliates and their respective directors, officers, employees and agents for, any and all claims, causes of action (whether administrative or judicial), losses, costs (including any and all attorneys' fees and costs of investigation or remediation), curtailments, liabilities, penalties, demands, judgments, and/or damages, of any kind whatsoever, whether known or unknown, fixed or contingent incurred by Lessee or its agents, contractors, employees, guests, or invitees or any other third party, arising from or related to or in any manner arising out of and except to the extent caused by Lessor's gross negligence: (1) the presence or release of environmentally hazardous substances on, in, at, under or adjacent to the Premises, or any actual or alleged failure by either Party to comply with any Environmental Obligations; and/or (2) any of the items listed in Section 2(d)(i) through (v) hereof. Except with respect to the

specific subject matter and terms of this Lease, the waiver and release set forth in the immediately preceding sentence is not intended to preclude or prevent Lessor or any of its departments from the exercise of Lessee's regulatory authority or enforcement power in the ordinary course of Lessee's governmental operations, including, as an example and not by way of limitation, Lessee's administration and enforcement of environmental and land use laws. This Section shall survive the expiration and/or the earlier termination of this Lease.

(e) Permits and Licenses. Lessee shall, at its sole cost, procure, or cause to be procured, any and all necessary permits, licenses, or other authorizations required for the lawful and proper installation, construction, maintenance, and operation of the Premises for Lessee's use hereunder and with respect to the installation, construction, maintenance, and repair of all Improvements on the Premises. Lessor, upon request and at the cost of Lessee, will join with Lessee in any application required for obtaining or continuing any such services.

(f) Size and Location of Premises. The initial, provisional location of the Premises shall constitute and be located on ten (10) feet on each side of the center line more particularly described on **Exhibit B** hereto. Within thirty (30) days after final completion of the construction of the Improvements, as evidenced by a written confirmation from Lessee or its architect, Lessor and Lessee shall execute and deliver a written certificate, based upon as-built drawings provided by Lessee confirming the final, exact location of such centerline of the Premises. Such written certificate shall establish the location and width and size of the Premises, subject to Lessor's relocation rights under Section 8 hereof. Lessee shall bear the costs connected with the preparation of the initial, provisional location and of the final location of the Premises under this Section 2(f). Lessee shall not have the right to use the Premises for any events or activities unless and until the final location of the Premises is determined by the Parties within the period of time set forth above. If, for any reason, Lessee has not caused the completion of the construction of the Improvements (as defined herein) on or before the date that is five (5) years after the Effective Date, Lessor may terminate this Lease upon written notice to Lessee.

3. Term/Holdover Rent.

(a) The term of this Lease shall be for a period of twenty (20) years, which term shall commence on the Effective Date (the "**Term**"). Lessee shall have the exclusive and unilateral right to renew and extend the Term for one (1) additional period of twenty (20) years (the "**Extension Term**") by notifying Lessor of Lessee's intention to renew the Lease by submitting a notice to Lessor no less than six (6) months prior to the end of the initial Term. The Extension Term shall be on the same terms and conditions of this Lease, except that the amount of rent to be paid during the Extension Term may be adjusted by Lessor after consultation with Lessee, as necessary to comply with the Use Statute. All references herein to the Term shall also include and apply to the Extension Term (if exercised by Lessee). The Term shall commence on the Effective Date and shall terminate on the twentieth (20th) anniversary thereof, unless Lessee exercises the Extension Term in accordance with the terms hereof.

(b) If Lessee continues to occupy the Premises after the expiration of the Term or any earlier termination of this Lease without having obtained Lessor's express, written consent thereto, then without altering or impairing any of Lessor's rights under this Lease or applicable

law, (i) Lessee hereby agrees to pay to Lessor immediately on demand by Lessor as holdover rental \$1,000 per month on the first day of every month (“**Holdover Rent**”) for the Premises after such expiration of the Term or such earlier termination of this Lease, until Lessee surrenders possession of the Premises to Lessor; and (b) Lessee shall surrender possession of the Premises to Lessor immediately on Lessor’s having demanded the same. Nothing in this Lease shall be deemed in any way to give Lessee any right to remain in possession of the Premises after such expiration or termination, regardless of whether Lessee has paid any such Holdover Rent to Lessor, without Lessor’s express written approval.

(c) Lessee represents and warrants that it has entered into a binding license with the U.S. Bureau of Land Management on which certain portions of the Trail Project will be built.

4. Rent. Lessee shall pay to Lessor as annual rent \$3,500.00 (the “Annual Rent”). The first Annual Rent payment is due within thirty (30) days of the execution of this Lease. Each Annual Rent payment thereafter is due within thirty (30) days of the anniversary date of this Lease. The Annual Rent under this Agreement shall increase annually by three (3%) of the amount of Annual Rent then due hereunder. Commencing on the third anniversary of the Effective Date and continuing every three (3) years thereafter, Lessor and Lessee shall adjust or true up the amount of Annual Rent due for the previous three (3) years of the Term, based on the greater of the actual amount of property taxes due on or against the Premises or the annual three percent (3%) increase in Annual Rent (the “**Reconciliation Review**”); provided, however, Lessee shall not be responsible for any increase in the actual amount of property taxes due on or against the Premises caused by Lessor’s change in use of the Kennecott Lands. Lessor shall notify Lessee of any additional amount due to true up the Annual Rent for such previous three-year period, and Lessee shall pay the same within ninety (90) days after receipt of such notice from Lessor. Such adjustment or true ups shall not result in a decrease in the Annual Rent. If the Lessee determines in its sole discretion that the increase in the Annual Rent as determined by this Reconciliation Review is unacceptable, Lessee may terminate this Lease without penalty by providing written notice of termination to the Lessor within thirty (30) days from the date that the Parties have completed the Reconciliation Review. In the event of such termination by Lessee, the Improvements shall remain the property of Lessor, free and clear of liens and encumbrances.

5. Ownership of Improvements on Premises/Construction of Improvements.

(a) Ownership of Improvements. For the avoidance of doubt, Lessee shall be deemed to be the sole owner of the improvements it installs and constructs on the Premises as proposed and depicted on the master trail plan attached as **Exhibit C** during the Term (the “**Improvements**”), and Lessee alone shall be entitled to all of the tax attributes of ownership of the Improvements during the Term. At the expiration or earlier termination of the Term, or any portion thereof and in accordance with Section 11 hereof, Lessee shall peaceably leave, quit and surrender the Premises in the manner required hereunder. Upon such expiration or termination, the Premises and the Improvements, or any portion thereof so terminated, shall become the sole property of Lessor at no cost to Lessor, and shall be free of all liens and encumbrances and in good condition, subject only to reasonable wear and tear.

(b) Construction of Improvements/Alterations.

(i) Plans and Specifications. Lessor authorizes Lessee, and Lessee hereby obligates itself, to construct the Improvements and the Trail Project in substantial accordance with the plans and specifications to be prepared by Lessee and approved by Lessor (collectively, “**Plans and Specifications**”). Lessor shall not reasonably withhold, condition, or delay such approval of the Plans and Specifications, and Lessor shall make commercially reasonable efforts as soon as possible, and shall have no more than thirty (30) days, to approve or request changes to the Plans and Specifications. Lessee shall make such changes as are timely requested by Lessor in writing and shall provide written notice and copies of the same to Lessor. That process shall continue until Lessor has approved the Plans and Specifications. Lessor’s failure at any time during the review and approval process to respond within such 30-day period shall constitute Lessor’s deemed approval of the Plans and Specifications;

(ii) Completion of Improvements. Lessee shall construct the Improvements in substantial accordance with the Plans and Specifications at such time as Lessee deems appropriate during the Term;

(iii) Amendments to Plans and Specifications. Prior to and during construction of the Improvements, Lessee shall take no action to effectuate any material: (A) amendments; (B) modifications; or (C) other alternations to the Plans and Specifications without Lessor’s prior written approval, which Lessor shall use commercially reasonable efforts to give as soon as possible, but no later than the date that is seven (7) calendar days after receiving written notice thereof from Lessee. After final completion of construction of the Improvements, Lessee shall take no action to effectuate any material: (A) amendments; (B) modifications; or (C) other alterations to the Plans and Specifications without Lessor’s prior written approval, which shall be granted or withheld in accordance with the process set forth in Section 5(b)(i) hereof;

(iv) Safety. Lessee shall comply in all respects with commercially reasonable safety programs promulgated all governmental or quasi-governmental agencies with jurisdiction over Lessee’s use of Premises;

(v) Warranty. Lessee will cause any selected contractor installing, constructing, maintaining, repairing or replacing Improvements on the Premises to provide a warranty for a period of one year following final completion and acceptance of the Improvements by the Lessee that material and equipment furnished in connection with the construction of the Improvements will be of good quality, that all construction work associated with the Improvements will be free from any material defects, and that such construction work will comply in all material respects with the requirements of the approved Plans and Specifications.

(vi) Liens.

(A) Lessee shall: (1) keep the Premises and any or all of the Kennecott Land free and clear of all liens and encumbrances created or recorded in connection with the Improvements that do not already exist on the Effective Date; (2) within thirty (30) days after it is filed or claimed, have released (by bonding or otherwise) any mechanics', materialman's or other lien filed or claimed against any or all of the Premises or any or all of the Kennecott Land, by reason of labor or materials provided to or for Lessee for or about any or all of the Premises or the Improvements; and (3) defend, indemnify and hold harmless to the extent allowable by applicable state law Lessor against and from any and all liability, claim of liability or expense incurred by Lessor on account of any such lien or claim, including, without limitation, reasonable attorney's fees of Lessor;

(B) If Lessee fails to discharge any such lien described in Section 5(b)(vi) hereof within thirty (30) days after it first becomes effective against any of the Premises or any or all of the Kennecott Land, then, in addition to any other right or remedy held by Lessor on account thereof, Lessor may: (1) discharge it by paying the amount claimed to be due or by deposit or bonding proceedings; and/or (2) in any such event compel the prosecution of any action for the foreclosure of any such lien by the lienor and pay the amount of any judgment in favor of the lienor with interest, costs and allowances. Lessee shall reimburse Lessor promptly upon Lessor's demand therefor for any amount paid by Lessor to discharge any such lien and all expenses incurred by Lessor in connection therewith, together with interest thereon at a rate equal to the lesser of: (a) ten percent (10%) per annum from the respective dates of Lessor's making such payments or incurring such expenses (all of which shall constitute additional rent), until such payments or expenses, together with all interest accrued thereon, have been paid in full to Lessor; or (b) the highest rate permitted by applicable law;

(C) Nothing in this Lease shall be deemed in any way to: (1) constitute Lessor's consent or request, express or implied, that any contractor, subcontractor, laborer or materialman provide any labor or materials for any alteration, addition, improvement or repair to any or all of the Premises and/or the Kennecott Land; or (2) give Lessee any right, power or authority to contract for or permit to be furnished any service or materials, if doing so would give rise to the filing of any mechanics' or materialmen's lien against any or all of the Premises, the Kennecott Land, and/or any other land owned by Lessor; or (3) evidence Lessor's consent that the Premises, the Kennecott Land, and/or any other land owned by Lessor be subjected to any such lien.

(vii) Alterations. The foregoing provisions and requirements of Sections 5(b) shall also apply to any alterations Lessee desires to make to the Improvements and/or the Premises.

6. Annexation of Kennecott Land/Premises-South Jordan City. Lessee acknowledges and agrees that Lessor intends to cause the Kennecott Land to be annexed into an

adjacent city or cities located in Salt Lake County, Utah (the “**City**”) in connection with Lessor’s annexation of a larger parcel or parcels of its land into the City, all as determined as and when Lessor shall, from time to time, determine in its sole discretion as to some or all of the Kennecott Land and such other parcels of land owned by Lessor.

7. Maintenance. Lessee, at its sole cost and expense, shall maintain and repair the Premises in good order and condition and shall promptly make any and all repairs, ordinary or extraordinary, foreseen or unforeseen, to the Premises, including all Improvements, as are necessary to maintain it in good condition and to replace or renew the same where necessary (using replacements at least equal in quality and usefulness to the original Improvements, equipment or things so replaced), and Lessor shall have no obligation hereunder as to the same. In addition and not by way of limitation of the foregoing obligation, Lessee shall post conspicuous “no trespassing” signs in accordance with the Plans and Specifications and shall replace such signs if and as they are damaged or removed. Trails within the Premises shall provide access for hikers, bikers, and equestrians and shall be designed for multi-use or mountain bike use as proposed in the trail master plan attached as Exhibit C, and shall have alignments for hiking, equestrian, and mountain biking trails. Mountain bike trails shall include a primitive, non-paved base trail system meeting International Mountain Biking Association (“**IMBA**”) standards. Lessee agrees that it shall not develop or construct any trails other than those shown on Exhibit C without the written consent of Lessor, which shall be granted or withheld in Lessor’s sole discretion. Upon discovery, weather permitting, and in connection with a maintenance plan established by Lessee, or communicated from Lessor, Lessee shall promptly repair any damages to the Premises or the Kennecott Lands caused by Lessee, Lessee’s agents, or users of the Trails, and Lessee shall restore the Premises, including the Improvements, to the same or better condition as they existed prior to being damaged. Lessee shall be responsible for constructing, installing, and maintaining signage for the trail system and all restrooms and parking areas shown in Exhibit C. Lessee shall also provide for snow removal for the parking lots within the Premises.

8. Relocation. Lessor reserves the right to relocate any part of the Premises to permit future development of the Kennecott Land and/or surrounding parcel(s) owned by Lessor or in connection with Lessor’s performance of some or all of the Environmental Obligations. In addition, if at any time during the Term, Lessor is requested or required to respond to the request or requirement of, or requested or required to take any action by, any government agency with jurisdiction over the Environmental Obligations as to any portion of the Kennecott Land that, in Lessor’s sole but reasonable judgement or as requested or required by any such government agency, requires a portion of the Trail Project located on the Premises, then the location and size of the Premises shall, in cooperation with Lessee, be relocated, from time to time, at Lessee’s cost but without damages or liability to Lessor hereunder or otherwise, including, without limitation, any damages or liability with respect to the cost of the initial Improvements (as defined herein) or as to design and the construction of any new Improvements installed on the relocated portion of the Premises (the “**Relocation**”). In the event of any Relocation, Lessor shall notify Lessee in writing as soon as it become aware of any such Relocation for that purpose and shall otherwise cooperate with Lessee as the timing and actual location for the relocation of such portion of the Premises. Before any Relocation can occur, Lessor and Lessee shall execute an amendment to this instrument setting forth the revision to the location Premises. Lessee will

bear the responsibility for all costs and expenses associated with the design, demolition, and construction of any Relocation except as follows: if Lessor requests a relocation of the Premises, by written notice to Lessee, in connection with Lessor's or any of its affiliates' desired development of the Kennecott Land, Lessor and Lessee shall share equally the cost of such Relocation. The timing and exact relocation of such portion of the Premises shall occur on terms that are mutually acceptable to the Parties.

9. Inspection and Access Rights/Environmental Obligations/Notice of Mining Activities.

(a) Right of Entry. Lessor and its authorized representatives shall be entitled to enter the Premises at any reasonable time to: (i) inspect the Premises at any time that does not interfere with the Lessee's use of the Trails; and (ii) upon at least seven (7) days prior written notice, make any repairs thereto and/or take any other action therein which is required by applicable law, or which Lessor is permitted to make by any provision of this Lease, after giving Lessee at least seven day's prior written notice of Lessor's intention to take such action; provided that in any emergency or otherwise that involves the health, welfare or safety of the Premises, including the Improvements, Lessor may take such action immediately. Nothing in this Section shall be deemed to impose any duty upon Lessor to make any such repair or take any such action, and Lessor's performance thereof shall not constitute a waiver of Lessor's right hereunder to have Lessee perform such work. Except as caused by Lessor's or Lessor's agent's gross negligence or willful misconduct, Lessor shall not in any event be liable to Lessee for any inconvenience, annoyance, disturbance, loss of business or other damage sustained by Lessee by reason of the making of such repairs or the taking of such action, or on account of the bringing of materials, supplies and equipment onto the Premises during the course thereof, and Lessee's obligations under the provisions of this Lease shall not be affected thereby. During such access, Lessor shall use its good faith, reasonable efforts to minimize any interference or disruption of Lessee's work or Lessee's use or operation of the Premises. Lessee shall have the right to have a representative present during any such entry by Lessor or its authorized representative.

(b) Environmental Obligations. At any time during the Term:

(i) Lessor shall have access and enter onto the Premises, upon at least seven (7) day's prior written notice to Lessee (except in the event of an emergency, which shall allow Lessor immediate access in accordance with Section 9(a) hereof), to perform any or all of its Environmental Obligations on or affecting the Premises. Lessee shall cooperate during such entry onto the Premises by Lessor to facilitate Lessor's performance of any of its Environmental Obligations. Except as caused by Lessor's or Lessor's agent's gross negligence or willful misconduct, Lessor's access and entry onto the Premises and its performance of any or all of the Environmental Obligations shall not create or result hereunder or otherwise in any liability of Lessor or in any additional obligations of Lessor to Lessee or its invitees hereunder. Lessor's performance of the Environmental Obligations shall occur in accordance with applicable law, and Lessee's use and occupancy of the Premises shall be subject to Lessor's right and obligation to perform any of the Environmental Obligations. The Parties acknowledge and agree, however, that Lessor's performance of any or all of the Environmental Obligations shall

not constitute negligence, gross negligence, or willful misconduct by Lessor, so long as Lessor is doing so, in its reasonable judgment, with applicable law or requirements or instructions from any governmental agency with jurisdiction over the Environmental Obligations. Lessor shall, nonetheless, cooperate with Lessee's occupancy of the Premises in a manner to avoid or minimize, to the extent possible, interrupting Lessee's use of the Premises.

(ii) Lessee shall fully comply with all applicable Environmental Obligations, including but not limited to compliance with a soil management plan prepared by Lessee and approved by Lessor and UDEQ for the specific purpose, which Lessee shall cause to be implemented and fully complied with during any and all construction or maintenance activities involving soil excavation or disposal in any location identified as having lead or arsenic concentrations in soil that exceed the applicable land use standards, as identified in that certain Soil Investigation Report, Proposed Butterfield Canyon Trail System, dated July 21, 2021 by Kleinfelder (the "**Kleinfelder Trail System Report**") (attached hereto as **Exhibit D**), any final or agency approved version of the Kleinfelder Trail System Report or otherwise.

(c). **Notice of Mining or Development Activities.** Lessee understands that Lessor and its authorized representatives may conduct actions or activities on the Kennecott Land that would disturb the surface or subsurface of land adjacent to the Premises for (i) the purpose of exploring for or extracting minerals ("**Mining Activities**") or (ii) further development of the Kennecott Lands in conjunction with a KUC Development Project, defined below, or other similar projects ("**Development Activities**"). Lessor shall provide at least seven day's prior written notice to Lessee, before performing any Mining Activities or Development Activities that would disturb the surface or subsurface of any area within 100 yards of the Premises.

10. **Utilities.** Lessee shall be responsible to install, obtain, and pay for utility services relating to its use of the Premises including, but not limited to, expenses and charges for electrical, water, garbage removal and sewer services. If at any time Lessee fails to pay any of such utilities in accordance with the provisions of this Section 10, Lessor shall have the right to pay the same and Lessee shall promptly pay such amount(s), together with interest thereon at the rate of ten percent (10%) per annum to Lessor as additional rent hereunder. Lessee's installation or obtaining of such utilities shall not interfere with or exacerbate the conditions related to the Environmental Obligations.

11. **Removal of Improvements.** After expiration of the Term, or upon the termination hereof for any reason provided herein, Lessee shall, upon written request by Lessor and at Lessee's sole expense, remove the improvements installed by Lessee on the Premises as part of the Trail Project. If required to remove said improvements, Lessee shall, within ninety (90) calendar days, submit to Lessor a plan to restore the Premises to substantially the same condition as existed prior to the construction of the Trail Project. Lessee's submission will include a reasonable time frame for the restorative work. All restorative work under this Section 11 shall be at Lessee's sole cost and expense. Lessee's obligations under this Section shall survive for a period of one year after the expiration of the Term, Extension Term (if any), or earlier termination of this Lease, or until the completion of any restorative work that is commenced within one year after

expiration or termination of this Lease. If, after receiving notice from Lessor, Lessee fails to timely remove its improvements and use all reasonable efforts to restore the Premises to its condition prior to installation of such improvements, then Lessor shall have the option of removing Lessee's improvements. Upon Lessor's removal of such improvements, Lessee shall pay to Lessor any and all costs, including costs of collection, incurred removing the improvements and restoring the Premises to its condition prior to the installation of the improvements.

12. Indemnity. Except to the extent of Lessor's gross negligence or willful misconduct, Lessee shall indemnify, defend, protect, and hold harmless Lessor and its affiliates and its and their respective directors, officers, employees and agents from all liability for any and all losses, damages, liabilities, obligations, liens described herein, penalties, claims, litigation, demands, defense, judgments, suits, proceedings, costs or expenses of any kind or nature whatsoever, including reasonable attorney's fees and other legal expenses, claim or injury to the Lessor, any affiliated entities, and any joint venture or similar entity that takes title to the Kennecott Land and other parcels to be developed in connection with it, arising out of, resulting from or in any way related to: (a) entry on, use of, or operation of the Premises by Lessee or any employee or contractor or consultant hired by Lessee ("**County Party**") pursuant to this Lease; (b) breach of this Lease by Lessee or any County Party; (c) the creation or exacerbation of any environmental condition or impacted soils located on, under, or around the Kennecott Land; (d) interference with Lessor's performance of any aspect of the Environmental Obligations; (e) disturbance of or interference with any institutional or engineering controls applicable to the Premises or other environmental remedies implemented by Lessor [or any other party] as part of the Environmental Obligations or prior remediation efforts; (f) damage to or interference with the ownership, use, or development of any portion of the Kennecott Land affected by the Trail Project that directly arises out of or is directly related to the County's use of the Premises, except that this Section 12(k) is not intended to preclude or prevent Lessor or any of its departments from the exercise of Lessee's regulatory authority or enforcement power in the ordinary course of Lessee's governmental operations that does not directly involve this Lease; (g) any injury to or death of any person, or damage to any property caused by Lessee's actions, omissions or negligence and/or occurring as the result of any use of the Trail Project or Lessee's Improvements; and/or (h) the use, occupancy, management, repair, construction, or operation of the Trail Project by Lessee or its agent or contractors. Lessor shall promptly, but no later than fifteen (15) calendar days after Lessor has actual knowledge of any claim described above, notify Lessee of any claim for which indemnification is sought, provided however that failure to give such notice shall not relieve Lessee of its obligation to indemnify except to the extent that Lessee is materially prejudiced by such failure. In the event that any claim is brought against Lessor covered by Lessee's indemnification obligation hereunder, Lessee shall have the right and option to undertake control of the defense of such action with counsel of Lessee's choice, provided however that: (i) Lessor, at its own expense, may participate and appear with Lessee in the defense of any such claims, and (ii) Lessor may undertake control of such defense in the event of a material failure of Lessee to undertake and control the same or if a conflict of interest arises between Lessor and Lessee in any such claim, in either of which events, Lessee's indemnification obligation hereunder shall include the payment of Lessor's legal fees and costs in any such claim. Lessor shall not concede or settle or compromise any claim without the prior written approval of Lessee, which shall not be unreasonably withheld, unless such concession or

settlement or compromise includes a full and unconditional release of Lessor, its affiliates, its officers, directors, agents, and employees, and the indemnifying party from all liabilities in respect of such claim. Lessee expressly waives any governmental or sovereign immunity protection it may otherwise have under the Governmental Immunity Act of Utah, Utah Code Ann. § 63G-7-101 et seq. and the related Utah regulations with respect to its indemnification obligations contained in this Section 12 of the Lease. Lessee's obligations under this Section shall survive for a period of five (5) years after the expiration of the Term and/or the earlier termination of this Lease.

13. Governmental Immunity. Lessee is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "**Act**"), Utah Code Ann. §§ 63G-7-101 to -904 (2020), as amended. The parties agree that Lessee, if liable, will not assert any protections under the Act against Lessor that would modify, limit or otherwise restrict Lessee's obligations to Lessor under Section 12. Nothing contained in this Lease will be construed in any way to modify the limits of liability for any third-party claims as set forth in that Act or the basis for liability for third-party claims as established in the Act, with respect to liability of Lessee provided that the foregoing shall not modify, limit or otherwise restrict Lessee's obligations under Section 12. This Section will survive the expiration and/or the earlier termination of this Lease.

14. Restriction on Lessee Financing/Permitted Equity and Debt Financing of Lessor.

(a) Lessee Financing and Encumbrance. Lessee does not intend to and shall not have the right to obtain financing or to otherwise pledge, assign, or encumber its leasehold interest in the Premises without Lessor's prior written consent, which Lessor may grant or withhold in its sole discretion.

(b) Lessor Financing. Lessor intends to develop a master planned community or another project that may be contiguous to the Kennecott Land (the "**KUC Community Project**"), and Lessor desires to develop the Kennecott Land as part of the Community Project with a joint venture developer partner or partners and to use the Premises toward compliance with any open space requirements or other requirements imposed on or required by the City in connection therewith. Lessor shall, therefore, have the right, from time to time and without Lessee's consent and with Lessee's cooperation, to: (i) transfer the Kennecott Land, including this Lease, to an entity in which Lessor owns an interest (the "**KUC JV Entity**"); and (ii) mortgage, pledge, encumber, assign or transfer collaterally its interest in this Lease, the Kennecott Land, and/or the KUC Community Project, and any other property in which Lessor and/or the KUC JV Entity or any other entity in which Lessor owns an interest in connection with the ownership, development, and operation of the KUC Community Project or any similar project (each, a "**Permitted Mortgage**") to one or more Permitted Mortgagees (as defined herein). Upon execution of any Permitted Mortgage, Lessor or the holder of the Permitted Mortgage shall promptly deliver to Lessee in the manner herein provided for herein a true copy of the Permitted Mortgage and shall notify Lessee of the address or addresses of the Permitted Mortgagee to which notices may be sent (which address shall be deemed such Permitted

Mortgagee's address for notices hereunder until changed by notice to the County in accordance with Section 26 hereof). Lessor and the KUC Entity may do so on the following terms:

(i) For purposes of this Lease, the term "**Permitted Mortgagee**" shall mean any party that makes a loan to Lessor, the KUC JV Entity, its principal(s), or any other entity in which Lessor owns an interest for the purpose of financing the development, construction, and/or operation of the KUC Community Project or any similar project that also includes the Premises;

(ii) Lessee's leasehold interest in the Premises hereunder and this Lease shall at all times during the Term be and remain subordinate and junior to the lien and rights of any Permitted Mortgagee affecting the Premises from time to time, and from time to time, at the request of a Permitted Mortgagee or Lessor, Lessee agrees to promptly furnish (and in no event within more than fifteen (15) days after receipt of notice requesting the same) a written statement (in recordable form, if requested) on the status of any matter pertaining to this Lease, including, without limitation, a subordination, non-disturbance, and attornment and/or an estoppel certificate at any time within twenty (20) days after a request therefor from Lessor or any Permitted Mortgagee. Such estoppel shall certify: (A) that this Lease is unmodified and in full force and effect (or, if that is not the case, so stating and setting forth any modifications); (B) that there is no breach of this Lease (or, if that is not the case, so stating and setting forth any alleged breaches); and (C) any other information reasonably related to the status of this Lease;

(iii) When giving any notice to Lessor required or contemplated hereunder, including notice of any Event of Default by Lessor or Lessee, Lessee will also serve a copy of each such notice upon each Permitted Mortgagee entitled to notice pursuant to the terms of this Agreement, and no notice to Lessor shall be effective, unless a copy of such notice is so served upon each such Permitted Mortgagee entitled to notice pursuant to the terms of this Agreement, which notice shall be served to the address of such Permitted Mortgagee as provided to Lessee in accordance herewith;

(iv) Each such Permitted Mortgagee will have the same period after giving of the notice of such aforesaid Event of Default to each Permitted Mortgagee for remedying the Event of Default or causing the same to be remedied for the account of Lessor or of the Permitted Mortgagee (as such Permitted Mortgagee may elect) as is given Lessor after notice to it, plus an additional period of forty-five (45) days in situations involving payments of money and one hundred twenty (120) days for any other default, or if such default is not susceptible to cure within one hundred twenty (120) days, then Permitted Mortgagee shall have such additional time to cure such default as shall be reasonably required, so long as Permitted Mortgagee acts diligently to complete such cure;

(v) In case of an Event of Default by Lessor hereunder, each Permitted Mortgagee shall have the right to cure such Event of Default, and Lessee shall accept such payment or performance on the part of a Permitted Mortgagee as though the same had been done or performed by Lessor. However, no Permitted Mortgagee shall become liable to Lessee under this Lease until such time as said Permitted Mortgagee, by

foreclosure or otherwise, acquires the Premises, and upon such Permitted Mortgagee's conveyance of the Premises to another party or relinquishing such possession, as the case may be, such Permitted Mortgagee shall have no further liability hereunder or otherwise to Lessee;

(vi) Any Permitted Mortgagee may become the legal owner and holder of the Kennecott Land and/or the Premises by foreclosure or by deed in lieu of foreclosure of its Permitted Mortgage, whereupon such Permitted Mortgagee shall immediately become and remain liable under this Lease and shall remain so for all obligations of Lessor accruing hereunder during the period of ownership of the Kennecott Land and/or the Premises by such Permitted Mortgagee, so long as Permitted Mortgagee's liability is limited to its interest and rights in the Premises;

(vii) No voluntary surrender of this Lease by Lessee and no modification of this Agreement shall be effective as to any Permitted Mortgagee, unless consented to in writing by such Permitted Mortgagee;

(viii) If applicable law results in the elimination or termination of this Lease due to the effect of Permitted Mortgagee's foreclosure, Lessee will enter into a new agreement with the Permitted Mortgagee on the same terms as those contained herein, or, if there be more than one Permitted Mortgagee, then with the Permitted Mortgagee that has a first-priority lien on the Premises, or, at the request of such Permitted Mortgagee, to an entity formed by or on behalf of such Permitted Mortgagee, upon the covenants, agreements, terms, provisions and limitations herein contained, provided that such Permitted Mortgagee makes written request upon Lessee for such new agreement within ninety (90) days from the date on which the Permitted Mortgagee receives written notice of such termination if the County terminates this Agreement, or if this Agreement terminates due to the effect of Permitted Mortgagee's foreclosure, then within ninety (90) days after the date on which such foreclosure occurs;

(ix) Lessee covenants and agrees that if a Permitted Mortgage is foreclosed, whether by power of sale or by court action, or upon a transfer of the Kennecott Land (including the Premises) by conveyance in lieu of foreclosure (the purchaser at foreclosure or the transferee in lieu of foreclosure is referred to as the "**New Owner**"), and if the foreclosing Permitted Mortgagee does not elect to terminate the Lease, Lessee shall attorn to the New Owner as Lessee's new landlord. Lessee further covenants and agrees that in such case, the Lease shall continue in full force and effect as a direct lease between Lessee and New Owner upon all of the terms, covenants, conditions and agreements set forth in the Lease and this Agreement, other than provisions that are impossible for any Permitted Mortgagee to perform. Notwithstanding the foregoing, in no event shall any Permitted Mortgagee or the New Owner be: (A) liable for any act, omission, default, misrepresentation, or breach of warranty, of any previous landlord (including Lessor) or obligations accruing prior to New Owner's actual ownership of the Premises; (B) subject to any offset, recoupment, estoppel, defense, claim or counterclaim that Lessee might be entitled to assert against any previous landlord (including Lessor); or (C) bound by any amendment, or modification of the Lease hereafter made, or consent, or acquiescence by any previous landlord (including Lessor) under the Lease to any

assignment or sublease hereafter granted, without the written consent of the Permitted Mortgagee(s).

(x) Notwithstanding the foregoing rights of Lessor and any Permitted Mortgagee, all Permitted Mortgages shall contain a provision under which all Permitted Mortgagees and the New Owner shall provide that this Lease will not be disturbed in the event of judicial or non-judicial foreclosure of any such Permitted Mortgage(s), even if the Lease is cut off by operation of law by any such foreclosure, in which event Lessee and such Permitted Mortgagee(s) and/or the New Owner shall enter into an identical replacement of this Lease with Lessee.

15. Casualty. If any or all of the Premises, including the Improvements, are damaged or destroyed, Lessee shall: (a) immediately notify Lessor thereof of the cost of restoration; and (b) commence and complete restoration with reasonable diligence, at Lessee's expense, as nearly as possible to the value, condition, and character immediately before such damage or destruction, to the extent that insurance proceeds are made available to Lessee, and so long as Lessee carries appropriate insurance as required by this Lease. Such restoration shall be in accordance with plans and specifications therefor which shall have been approved in writing by Lessor, which approval shall not be unreasonably withheld, conditioned, or delayed. Except during the last twelve (12) months of the Term, no total or partial damage to or destruction of any or all of the Premises, including the Improvements, shall entitle Lessee to surrender or terminate this Lease or relieve Lessee from its liability or obligations hereunder, and Lessee hereby waives any right now or hereafter conferred upon it by statute or otherwise, on account of any such damage or destruction, to surrender this Lease, to quit or surrender any or all of the Premises, or to have any suspension, diminution, abatement or reduction of any amount due hereunder by Lessee.

16. Compliance with Laws. Lessee shall comply and shall cause the other County 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 Lease and the work for the Trail Project contemplated hereunder on the Premises (collectively, "**Laws**"), including all applicable environmental Laws and regulations, including those related to storm water discharge and dust control and the Environmental Obligations.

17. No Obligation. Notwithstanding any provision of this Lease to the contrary, nothing in this Lease is intended to grant Lessee any right to purchase from Lessor the Premises or any portion thereof or any interest therein. Nothing in this Lease shall obligate Lessor in any way to sell the Premises or any portion thereof or any interest therein to Lessee and nothing herein is intended to obligate Lessee to acquire all or any portion of the Premises.

18. Naming Rights and Lessor Educational Materials. Lessor shall have the right to approve the name for the Trail Project and of individual trails in the Trail Project in consultation with Lessee and in accordance with Lessee's customary naming requirements and process. Lessor shall also have the right to provide educational information to users of the Trails about Lessor and its historical mining activities on the Kennecott Land at the trail head of the Trails, in accordance with Lessee's customary requirements and process.

19. Successors. The terms and conditions of this Lease shall inure to the benefit of and be binding upon the Parties and their successors and assigns permitted hereunder.

20. Default and Remedies.

(a) Default by Lessor. If Lessor defaults in the performance of any of its obligations under this Lease, Lessee shall notify Lessor and all Permitted Mortgagees of such default in writing, and Lessor shall have sixty (60) days after receiving such notice to cure such default. If Lessor is not reasonably able to cure the default within a sixty (60) day period, Lessor shall have an additional reasonable period of time to cure the default as long as Lessor commences the cure within the 60-day period and thereafter makes commercially reasonable efforts to cure such default to completion. In the event of a default by Lessor that is not cured after notice and within the applicable cure period, Lessee shall have the right, as its sole and exclusive remedy hereunder and at law, to sue Lessor for specific performance under applicable Utah law.

(b) Lessee Event of Default. As used in this Lease, each of the following events, once any applicable notice required in this Lease has been given and any applicable cure periods have lapsed without such event having been cured, shall constitute an “**Event of Default**”:

(i) if Lessee fails: (A) to pay any rent or additional rent or any other sum which it is obligated to pay under this Lease, when and as it is due and payable hereunder and without demand therefor; or (B) to perform any of its obligations under this Lease, including, but not limited to, an obligation to construct the Lessee Improvements in the manner and within the time frame contemplated hereunder; or

(ii) if Lessee defaults in performing any of its obligations under any Permitted Mortgage covering any or all of the Premises, which default is not cured within any notice and cure periods permitted under any such Permitted Mortgage; or

(iii) if Lessee fails to perform each and all of the obligations set forth in Section 9 and to allow Lessor the right to have access to the Premises to perform the Environmental Obligations and/or to perform the same.

(iv) if Lessee becomes insolvent, files a petition for protection under the U.S. Bankruptcy Code (or similar law) or a petition is filed against Lessee under such laws and is not dismissed within ninety (90) days after the date of such filing, makes a transfer in fraud of creditors or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts when due.

Upon the occurrence of any Event of Default, Lessor shall provide written notice thereof to Lessee and all Permitted Mortgagees. Each noticed party shall have the right to cure such Event of Default, and Lessor shall not terminate this Lease for such Event of Default, unless and until Lessor has given Lessee written notice of such Event of Default, plus a period of sixty (60) days in which to cure it. If such Event of Default cannot be reasonably cured within sixty (60) days, Lessee shall have such additional time as it shall reasonably require, so long as Lessee is

proceeding with reasonable diligence and such breach is capable of being cured. Upon the occurrence of an Event of Default, and upon the lapse of such periods of time, Lessor shall have the right to seek any rights or remedies available to it under applicable law and shall have the right to terminate this Lease upon written notice to Lessee. No expiration or termination of this Lease, or summary dispossession proceedings, abandonment, reletting, bankruptcy, re-entry by Lessor or vacancy, shall relieve Lessee of any of its liabilities and obligations under this Lease (whether or not any or all of the Premises are relet), and Lessee shall remain liable to Lessor for all damages resulting from any Event of Default, including, but not limited to, any damage resulting from the breach by Lessee of any of its obligations under this Lease to pay Rent and any other sums which Lessee is obligated to pay hereunder.

21. Surrender. Lessee shall, at its expense and subject to Section 11, at the expiration of the Term or any earlier termination of this Lease: (a) promptly yield up to Lessor the Premises, including all improvements located thereon, in good order and repair (ordinary wear and tear, and damage by casualty excepted); (b) remove therefrom Lessee's signs, goods and effects and any machinery, trade fixtures and equipment used in conducting Lessee's use of the Premises; and (c) repair any damage to the Premises and improvements located thereon caused by such removal. Upon such expiration or termination (whether by reason of an Event of Default or otherwise): (i) neither Lessee nor its representatives shall thereafter have any right at law or in equity in or to any or all of the Premises or to repossess any of same, or in, to or under this Agreement, and Lessor shall automatically be deemed immediately thereupon to have succeeded to all of the same, free and clear of the right, title or interest therein of any creditor of Lessee or any other person or entity whatsoever; and (ii) Lessee hereby waives any and all rights of redemption which it may otherwise hold under any applicable law.

22. Assignment. Lessee shall not have the right to assign this Lease or its interest in the Premises without prior written consent of Lessor, which Lessor may grant or withhold in its sole discretion. Lessor, however, may transfer the Kennecott Land, including the Premises, without Lessee's consent.

23. Insurance. Lessee is a self-insured governmental entity, and as such it will provide and maintain liability insurance pursuant to the Utah Governmental Immunity Act, Sections 63G-7-101, et seq., Utah Code Ann. In addition, and during the Term, including the Extension Term, Lessee will cause each County Party entering the Premises to maintain the following insurance policies, issued by carriers with A.M. Best ratings of A-VIII or better, for the full term of all work or services being performed for Lessee:

23.1 Commercial General Liability written on an ISO CG 00 01 occurrence form, or the equivalent, with no less than \$2,000,000 per occurrence, \$2,000,000 aggregate and \$2,000,000 products-completed operations. Such insurance shall include coverage for sudden and accidental pollution events and be endorsed to include products/completed operations coverage for six years, and such insurance shall have no limitations or exclusions related to:

- (1) contractual liability covering indemnity obligations;
- (2) cross-liability between insureds;

- (3) commercial construction defects;
 - (4) work performed by Independent Contractors or Subcontractors;
 - (5) subsidence or earth movement; or
 - (6) professional services; however, professional services endorsements CG 22 79 or CG 22 80 are permitted.
- 23.2 Workers' Compensation in compliance with applicable State statutory limits and Employers' Liability, with limits not less than: \$1,000,000 Each Accident; \$1,000,000 Each Employee by Disease; and \$1,000,000 Policy Limit by Disease.
- 23.3 Auto Liability covering all owned, hired and non-owned automobiles with limits not less than \$1,000,000 each accident for bodily injury and property damage, including damage for sudden and accidental pollution events.
- 23.4 Contractors Pollution Liability Insurance, if the work or services involve investigation, transportation, removal or remediation of pollutants, contaminants or hazardous substances, covering the County Party's work or services in an amount not less than \$2,000,000 per claim and \$2,000,000 annual aggregate, which shall:
- (1) cover contractual liability for indemnity obligations;
 - (2) cover bodily injury, including mental anguish, property damage and clean-up costs for both sudden and gradual occurrences;
 - (3) cross-liability between insureds;
 - (4) have a retroactive date no later than the effective date of this Agreement;
 - (5) continue in force for six years; and
 - (6) include non-owned disposal site coverage for losses at the Premises.
- 23.5 Professional Liability Insurance, if the work or services involve any engineering, design, consulting, training or construction management services, covering all errors and omissions related to services rendered for Lessee in an amount not less than \$2,000,000 per claim and \$2,000,000 aggregate, which shall:
- (1) include a broad description of the services covered;
 - (2) cover bodily injury and property damage claims related to or arising from the County Party's services and which shall not be sub-limited;
 - (3) have a retroactive date no later than the effective date of this Agreement; and
 - (4) continue in force for six years.
- 23.6 Lessee will cause each County Party entering the Premises to obtain the above required insurance policies with the following endorsements, except in the case of workers' compensation and professional liability insurance:
- (1) Additional Insured coverage for Lessor and its directors, officers, employees, agents, contractors, subcontractors, advisors, consultants or representatives;

- (2) waiver of subrogation against Lessor and its directors, officers, employees, agents, contractors, subcontractors, advisors, consultants or representatives; and
- (3) primary, non-contributory coverage in favor of Lessor.

23.7 Certificates of Insurance, as evidence of the insurance required by this Lease, including the applicable endorsements, must be furnished by Lessee to Lessor before any County Party may enter the Premises. Certificates of Insurance shall provide that there will be no cancellation or reduction of coverage without thirty (30) days' prior written notice to Lessor. If requested by Lessor, Lessee must provide full copies of required insurance policies within 15 days of the request.

23.8 Any deductible or self-insured retention under any insurance policy will be satisfied by the County Party or Lessee.

24. Legal Title. Lessee does hereby acknowledge the legal title of Lessor to the subject property and agrees never to assail, resist, or deny such title. Lessee agrees that it does not and shall not claim at any time any interest of any kind or extent whatsoever in the Premises by virtue of this Lease or of its occupancy or use hereunder. Lessee shall exercise the privilege granted herein at Lessee's own risk.

25. Notices. All notices, requests, demands or other communications hereunder shall be in writing and deemed given when: (a) delivered personally; (b) deposited to be sent via a nationally-recognized overnight courier keeping receipts of delivery; (c) on the day said communication is deposited in the U.S. mail, by registered or certified mail, return receipt requested, postage prepaid; or (d) electronic mail communication directed to the email address for such Person set forth below or as otherwise described below, and any such notice shall be deemed delivered and received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested function, as available, return email, or other written acknowledgement), addressed as shown below the signature block:

If to Kennecott: Kennecott Utah Copper LLC
4700 Daybreak Parkway
South Jordan City, Utah 84009
Attn: Director Land, Water, and Asset Development
Telephone: (801) 558-4355
Email: Geoffrey.Green@riotinto.com

With a copy to: Kennecott Utah Copper LLC
4700 Daybreak Parkway
South Jordan City, Utah 84009
Attn: Nicole Squires
Telephone: (801) 204-2807
Email: Nicole.Squires@riotinto.com

If to County: Salt Lake County Parks and Recreation
2001 South State Street S4-700
Salt Lake City, UT 84190
Attn: Martin Jensen
Telephone: (385) 468-1800
Email: MJensen@slco.org

With a copy to: Salt Lake County District Attorney's Office, Civil Division
35 East 500 South
Salt Lake City, Utah 84111
Telephone: (385) 468-7700
Email: districtattorney.slco.org

or to such address as the Parties may from time to time designate by notice in writing to the other Parties. While notice given by courier service or mail shall be effective when deposited with the courier service or in the mail, properly addressed and postage paid or shipping charges paid or billed to the sender, all as aforesaid, the period in which a response to such a notice must be given or taken shall run from the date of receipt by the addressee. Rejection, refusal to accept delivery or inability to deliver due to changed address of which no notice has been given shall be deemed receipt by the address.

26. Third Party Disclosures.

(a) Except as provided in Section 25(b) below, Lessee agrees and covenants with Lessor not to disclose to any third party (other than accountants, attorneys and other professionals) without Lessor's prior written consent, any details of this Lease unless Lessor is obligated by law, subpoena or court order to make such disclosure or such information is otherwise public knowledge (other than by a breach of this paragraph) or such disclosure is necessary in connection with any legal proceeding brought under or in connection with this Lease.

(b) Lessor acknowledges that Lessee is a governmental entity subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101 to -901 (as amended). As a result, Lessee is required to disclose certain information and materials to the public, upon request. Lessor understands and agrees that the restriction on dissemination of information found in Section 25(a) is inapplicable to any documents Lessee determines are public records, as defined in GRAMA and applicable law.

27. Amendment. This Lease constitutes the entire agreement between the parties relating to the subject matter of this Lease and shall not be modified or amended without the written approval of both parties.

28. Non-Funding. Lessee intends to request the appropriation of funds to pay for Lessee's obligations (including construction and maintenance of the Project) under this Lease. If funds are not available beyond December 31 of any effective fiscal year of this Lease, Lessee's obligation for performance of this Lease beyond that date shall be null and void. This Lease shall create no obligation on Lessee as to succeeding fiscal years and shall terminate and become

null and void on the last day of the fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds were appropriated and budgeted. Said termination shall not be construed as a breach of this Lease or any event of default under this Lease and said termination shall be without penalty whatsoever, and no right of action for damages or other relief shall accrue to the benefit of Lessor, its successors, or its assigns as to this Lease or any portion thereof. If funds are not appropriated for a succeeding fiscal year to fund performance by Lessee under this Lease, Lessee shall promptly notify Lessor of said non-funding and the termination of this Lease no later than 30 days prior to the expiration of the fiscal year for which funds were appropriated.

29. General Provisions.

(a) The date this Lease is signed by the last Party to sign it (as indicated by the date stated under that Party's signature) will be deemed the Effective Date.

(b) Neither this Lease nor any memorandum or notice thereof shall be recorded by Lessee with the Salt Lake County Recorder without Lessor's express written consent.

(c) This Lease in no way creates any type of agency relationship, joint venture, or partnership among Lessor and Lessee.

(d) The validity, interpretation and performance of this Lease, and any dispute arising under this Lease, shall be construed, enforced and governed in accordance with the laws of the State of Utah.

(e) This Lease supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the Parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either Party hereto, or by or to an employee, officer, agent or representative of either Party, shall be of any effect unless it is in writing and executed by the Party to be bound thereby.

(f) Each Party shall pay its own fees and expenses in connection with the preparation of this Lease.

(g) The paragraph headings or captions appearing in this Lease are for convenience only, are not a part of this Lease, and are not to be considered in interpreting this Lease.

(h) The individuals who execute this Lease represent and warrant that they are duly authorized to execute this Lease on behalf of Lessee and Lessor, as the case may be, that the Parties named are all the necessary and proper parties, and that no other signature, act or authorization is necessary to bind such entity to the provisions of this Lease.

(i) This Lease may be executed in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument. This Lease may be delivered by electronic mail.

(j) Except as otherwise expressly provided herein Lessee and Lessor hereby renounce the existence of any third-party beneficiary to this Agreement and agree that nothing

contained herein shall be construed as giving any other person or entity third party beneficiary status.

[SIGNATURE PAGE FOLLOWS]

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

KENNECOTT UTAH COPPER LLC,
a Utah limited liability company

By: _____
Print Name: _____
Its: _____

SALT LAKE COUNTY, a body corporate and
politic under the laws of the State of Utah

By: Exhibit Only, Do Not Sign
Mayor or Designee

DIVISION DIRECTOR APPROVAL

Martin Jensen, Parks and Recreation

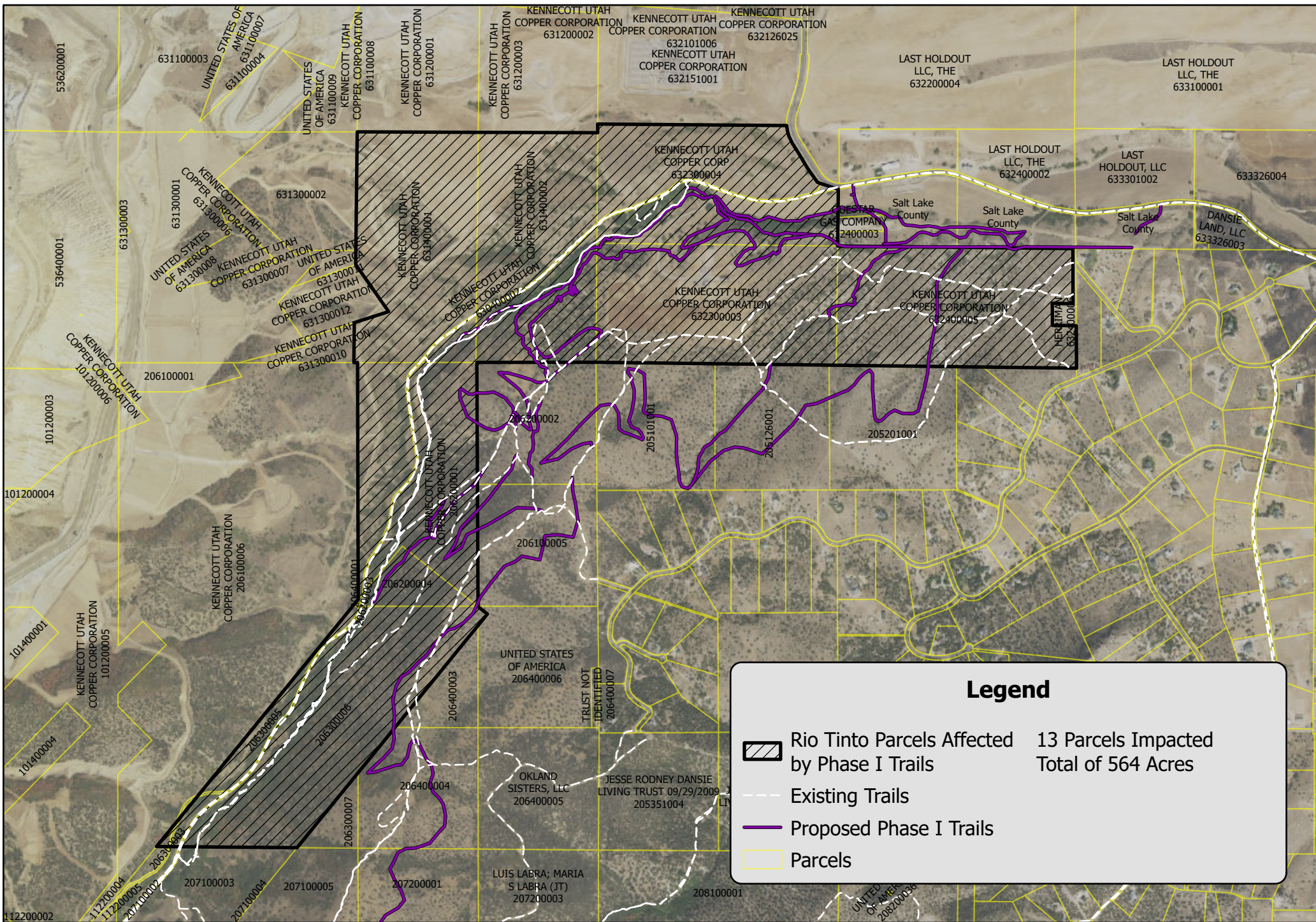
APPROVED AS TO FORM:

Deputy District Attorney

List of Exhibits:

Exhibit A	Map of Kennecott Land
Exhibit B	Map of Premises
Exhibit C	Trail Master Plan

Exhibit A
Map of Kennecott Land



Legend





	Rio Tinto Parcels Affected by Phase I Trails	13 Parcels Impacted Total of 564 Acres
	Existing Trails	
	Proposed Phase I Trails	
	Parcels	

Exhibit B
Map of Premises

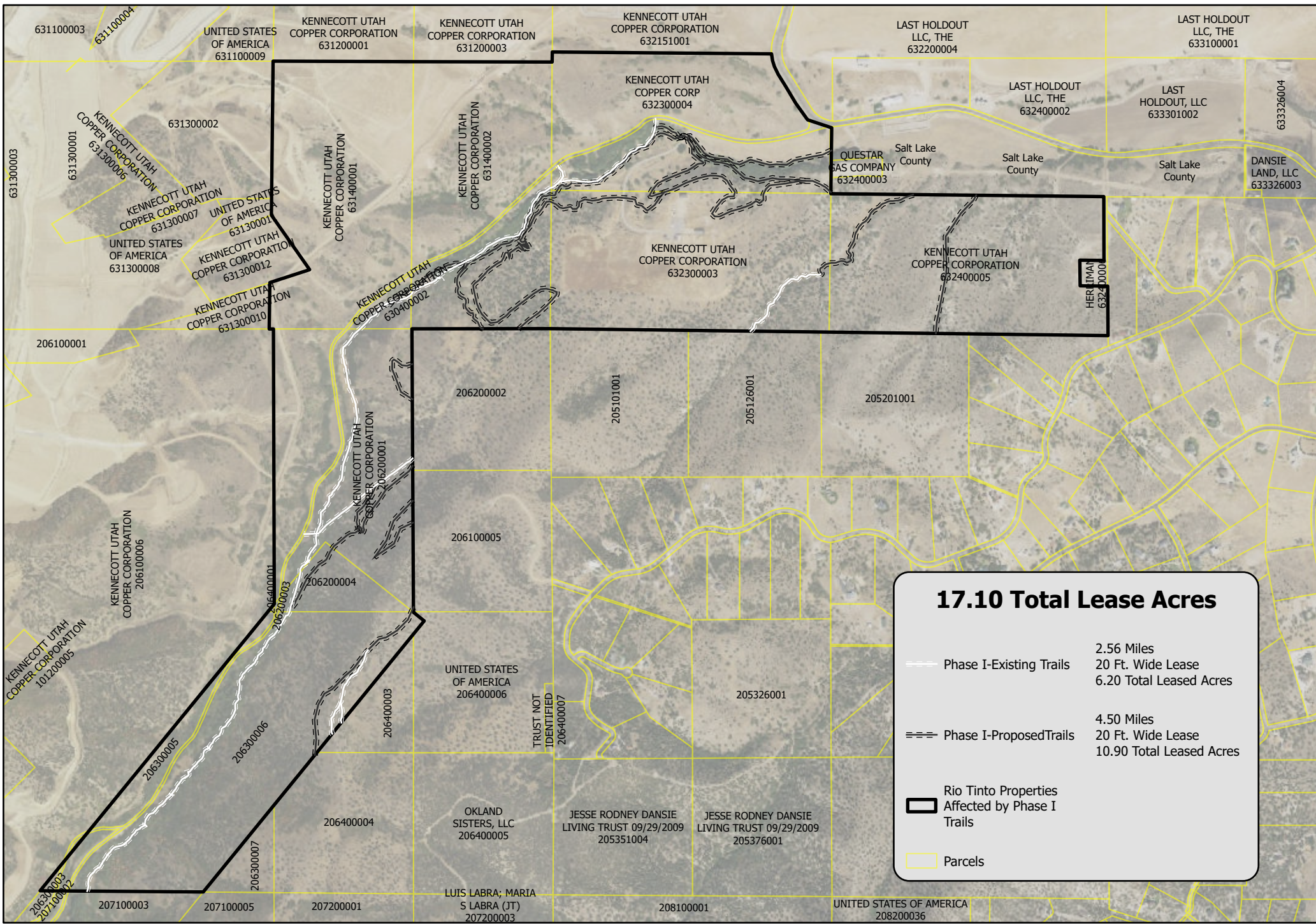


Exhibit C
Trail Master Plan

Butterfield, Rose, and Yellow Fork Canyons Master Plan



2022 Master Plan Map

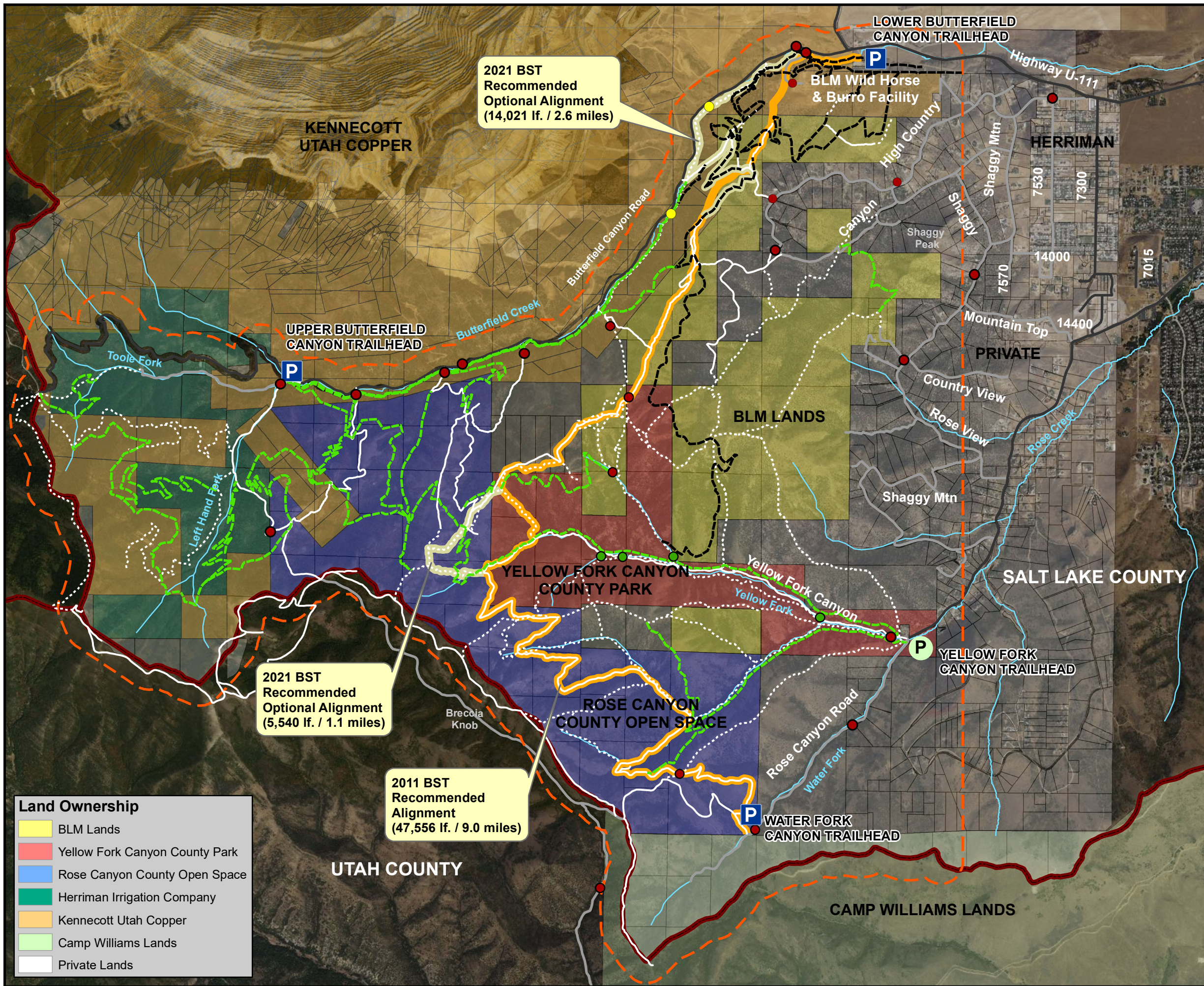
- Existing Picnic Area
- Existing Locked Gate
- Recently Created BMX Area*
- P Existing Developed Parking Area
- P Proposed Developed Parking Area
- Salt Lake County Boundary
- Analysis Area Boundary (10,043 acres)
- Existing Streams
- Existing Public Road
- Existing Private Road
- Existing Two-Track Trail (153,789 lf. / 29.2 miles)
- Existing Single Track Trail (179,656 lf. / 34.0 miles)
- Proposed Phase 1 Single Track Trail (63,295 lf. / 12.0 miles)
- Proposed Phase 2 Single Track Trail (152,156 lf. / 28.8 miles)

Exhibit C - Trails Master Plan



0 2,800 5,600 Feet

Projection: UTM, NAD 83, 12 North
Map Date: 2/23/2022



- #### Land Ownership
- BLM Lands
 - Yellow Fork Canyon County Park
 - Rose Canyon County Open Space
 - Herriman Irrigation Company
 - Kennecott Utah Copper
 - Camp Williams Lands
 - Private Lands