



JORDAN VALLEY WATER  
CONSERVANCY DISTRICT

**Delivering Quality Every Day**

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**Alan E. Packard**, Assistant General Manager, Chief Engineer

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DEQ  
Environmental Response & Remediation

*DBRONICAS*

November 23, 2009

Dianne Nielson Ph.D., Executive Director  
Utah Department of Environmental Quality  
P.O. Box 144810  
Salt Lake City, UT 84114-4810

Dear Dianne:

Enclosed is a fully executed original of the First Amendment of Agreement Among the Trustee for Natural Resources for the State of Utah, Jordan Valley Water Conservancy District and Kennecott Utah Copper LLC, for your files. Also, I have enclosed a copy of the executed First Amendment of Project Agreement between Kennecott Utah Copper LLC and Jordan Valley Water Conservancy District.

Best wishes,

*Richard P. Bay*  
Richard P. Bay, P.E.  
General Manager/CEO

mp

SCANNED

ERR 2009-018154

**FIRST AMENDMENT OF  
AGREEMENT AMONG  
THE TRUSTEE FOR NATURAL RESOURCES  
FOR THE STATE OF UTAH,  
JORDAN VALLEY WATER CONSERVANCY DISTRICT  
AND  
KENNECOTT UTAH COPPER LLC**

This First Amendment is made among the Trustee for Natural Resources for the State of Utah (the "Trustee"), Jordan Valley Water Conservancy District (the "District"), and Kennecott Utah Copper LLC, successor to Kennecott Utah Copper Corporation ("Kennecott").

Recitals

A. The Trustee, the District and Kennecott have previously entered into that certain Agreement among the Trustee for Natural Resources for the State of Utah, Jordan Valley Water Conservancy District and Kennecott Utah Copper Corporation dated as of August 31, 2004 (the "State Agreement").

B. On May 1, 2009, Kennecott Utah Copper Corporation converted its business form from a Delaware corporation to a Utah limited liability company and in the process changed its name from "Kennecott Utah Copper Corporation" to "Kennecott Utah Copper LLC". Pursuant to the conversion provisions of the Utah Code that govern limited liability companies, the post-conversion company (Kennecott Utah Copper LLC) is the same entity as the pre-conversion company (Kennecott Utah Copper Corporation) and all of the company's obligations, liabilities, and duties (as well as its rights, property and assets) are unaffected and remain binding upon the post-conversion company. See Utah Code Ann. §§ 48-2c-1403(2) – (4). While by operation of law Kennecott Utah Copper LLC continues to be responsible for all of the obligations under the above-referenced State Agreement, Kennecott Utah Copper LLC hereby also expressly reaffirms its responsibility for those obligations.

C. The District and Kennecott have previously entered into that certain Project Agreement between Kennecott Utah Copper Corporation and Jordan Valley Water Conservancy District, also dated as of August 31, 2004 (the "Project Agreement").

D. Capitalized terms not otherwise defined herein shall have the same meanings as defined in the State Agreement (including definitions incorporated in the State Agreement by reference to the Project Agreement).

E. The Project Agreement contemplated that, subject to applicable permitting requirements, the District would discharge Deep Well Concentrates and Lost Use Concentrates generated by the integrated Jordan Valley Membrane Plant to the Great Salt Lake. The Project Agreement also provided that the District could elect to deliver Deep Well concentrates to the Kennecott Tailings Impoundment during the Operational Period for the Zone B Facilities, subject to conditions, limitations and contingencies more particularly described in the Project

Agreement. The District is pursuing a discharge permit to allow concentrates from the Jordan Valley Membrane Plant to be discharged into the Great Salt Lake, and the permitting process has delayed the construction of the plant.

F. The District has encountered difficulties in the acquisition of easements from private owners and coordination with public entities for the location and installation of segments of the pipeline in multiple public roads and rights-of-way. Although the District expects eventually to be able to obtain all required easements, the District has, to date, been unable to complete the acquisition of easements for some segments of the pipeline.

G. The District has drilled wells, performed site work and constructed infrastructure to support the construction of the Jordan Valley Membrane Plant. On October 19, 2009, the District awarded a contract for construction of the Jordan Valley Membrane Plant, and to allow adequate time for construction, the District requires that the projected complete and operational date for the Zone B Facilities and Lost Use Facilities be extended to April 30, 2012.

H. The State Agreement contemplated that the Zone B Facilities and the Lost Use Facilities would be Complete and Operational by January 31, 2010. However, due to the delays described above, the projected complete and operational date for the Zone B Facilities and Lost Use Facilities must be extended to April 30, 2012.

I. To date, the District advises that it has expended in excess of \$14,100,000 on design and construction of the Zone B Facilities, Lost Use Facilities and associated wells and infrastructure, including: property acquisition for the Jordan Valley Membrane Plant, seven deep well sites, and applicable segments of the well collection pipelines; on-site reverse osmosis pilot testing; drilling, completion, and test pumping of seven deep wells and one shallow well; installation of approximately 8,000 feet of 24-inch pipeline to convey Zone B finished water; installation of approximately 42,000 feet of 10-inch through 24-inch pipeline to convey Zone B well collection water; and, design work for the Jordan Valley Membrane Plant. Based on expenditures to date and the current construction schedule, the District represents that it has expended an amount equal to approximately 47% of the total amount of the Zone B Funds and will exceed 50% before December 15, 2009.

J. Kennecott paid South Jordan City the sum of \$141,766 in March 2002 at the request of JVWCD to reimburse the city for the costs of installing a portion of the Zone B collection pipeline on 1300 West as part of other construction work by the city. The parties acknowledge that this amount, plus interest, was a disbursement from the Zone B Funds.

K. The parties acknowledge that neither the State Agreement nor the Project Agreement provides a complete methodology for determining the interest on the Zone B Funds; specifically, the State Agreement and Project Agreement are silent on the compounding frequency. The Parties desire to clarify the interest determination methodology with the intention that the Zone B Funds escalate in the same manner as the Zone B ILC, and that the value of the Zone B Funds is equivalent to the value of the Zone B ILC, less any reductions then due pursuant to the State Agreement.

L. Kennecott and the District are amending the Project Agreement to extend the deadline for completion of the Zone B Facilities and Lost Use Facilities to April 30, 2012, and to make certain other changes as described in the First Amendment of the Project Agreement. The Trustee, the District and Kennecott desire to concurrently amend the State Agreement to conform the construction deadlines in the State Agreement to the revised schedule in the amended Project Agreement, and to make certain other changes as described below.

#### Agreement

In consideration of the foregoing Recitals, which are hereby incorporated as an integral part of this Amendment, and of the mutual promises and benefits contained in the State Agreement and herein, the Trustee, the District and Kennecott hereby amend the State Agreement as follows:

1. Extension of Zone B and Lost Use Construction Deadlines. The references in Section IV.D of the State Agreement to "January 31, 2010" are changed to "April 30, 2012." The reference in Section VI.J of the State Agreement to "February 1, 2010" is hereby changed to "May 1, 2012."
2. Firm Commitment to Provide Zone B Water. Notwithstanding any other provision of the Project Agreement or the State Agreement, as each may be amended, the District shall offer for sale to the Affected Municipalities in accordance with the Project Agreement, as amended, 3,500 acre feet of Municipal Quality Water annually from the Zone B Facilities or from other sources available to the District in lieu of water produced by the Zone B Facilities for a period of forty (40) years from and after February 1, 2010.
3. Firm Commitment to Provide Lost Use Water. Notwithstanding any other provision of the Project Agreement or the State Agreement, as each may be amended, the District shall offer for sale to the Affected Municipalities in accordance with the Project Agreement, as amended, 1,235 acre feet of Municipal Quality Water annually from the Lost Use Facilities or from other sources available to the District in lieu of water produced by the Lost Use Facilities, and in addition to the 3,500 acre feet of Zone B water described in the preceding paragraph, for a period of forty (40) years from and after February 1, 2010.
4. Disbursement from the Zone B Construction Fund for 1300 West Pipeline. Notwithstanding any provision of Section 17.1 of the Project Agreement or Section IV.F of the State Agreement, the Trustee and JWCD agree that the amount paid to South Jordan City by Kennecott in March 2002 for the 1300 West pipeline, plus interest at the PTIF rate, which totals \$179,873 as of September 1, 2009, shall be considered as a disbursement from the Zone B Construction Fund, and shall be considered a release to JWCD under Section 9.2.e of the Project Agreement for the purpose of calculating the total Zone B Payments under Section IV.E of the State Agreement.
5. Zone B Funds Interest Calculation. Section IV.C of the State Agreement is hereby amended to read in its entirety as follows:

C. Under the Project Agreement, the District has agreed to a water delivery commitment from the Zone B Facilities or other sources to satisfy its obligation under Section I.C.2 above that is commensurate with the funding of the construction of the Zone B Facilities as described in Sections 7 and 9.2 of the Project Agreement. Releases of the Zone B ILC shall coincide with the District's commitment in accordance with this Section IV. For purposes hereof, the following definitions shall apply:

Zone B Funds means the total amount of the Zone B Design, Construction and Construction Retainage Funds fixed under Section 9.2.b of the Project Agreement as amended, plus interest calculated pursuant to Section 9.2.b of the Project Agreement as amended.

Zone B Payments means the cumulative total of all amounts released to the District by Kennecott under Section 9.2 of the Project Agreement as amended through the date of the determination.

Zone B Adjustment Factor means as of any given date, the total amount of Zone B Payments divided by the total amount of Zone B Funds as of the date of the determination.

6. Affirmation of Amended Agreement. This Amendment shall be effective as of ~~November 20~~, 2009. All terms of the State Agreement, including those expressly amended herein, shall continue in full force and effect.

Dated this 20<sup>th</sup> day of November, 2009.

THE TRUSTEE:

The Trustee for Natural Resources for the State of  
Utah

By:   
Its: Trustee for Natural Resources

THE DISTRICT:

Jordan Valley Water Conservancy District

By:   
Its: Chair

KENNECOTT:

Kennecott Utah Copper LLC

By:   
Its: C.E.O.

**FIRST AMENDMENT OF  
PROJECT AGREEMENT  
BETWEEN  
KENNECOTT UTAH COPPER LLC  
AND  
JORDAN VALLEY WATER CONSERVANCY DISTRICT**

This First Amendment is made by and between Kennecott Utah Copper LLC, successor to Kennecott Utah Copper Corporation (“Kennecott”), and Jordan Valley Water Conservancy District (“JVWCD”).

Recitals

A. Kennecott and JVWCD have previously entered into that certain Project Agreement between Kennecott Utah Copper Corporation and Jordan Valley Water Conservancy District, dated as of August 31, 2004 (the “Project Agreement”).

B. Capitalized terms not otherwise defined herein shall have the same meanings as defined in the Project Agreement.

C. On May 1, 2009, Kennecott Utah Copper Corporation converted its business form from a Delaware corporation to a Utah limited liability company and in the process changed its name from “Kennecott Utah Copper Corporation” to “Kennecott Utah Copper LLC”. Pursuant to the conversion provisions of the Utah Code that govern limited liability companies, the post-conversion company (Kennecott Utah Copper LLC) is the same entity as the pre-conversion company (Kennecott Utah Copper Corporation) and all of the company’s obligations, liabilities, and duties (as well as its rights, property and assets) are unaffected and remain binding upon the post-conversion company. See Utah Code Ann. §§ 48-2c-1403(2) – (4). While by operation of law Kennecott Utah Copper LLC continues to be responsible for all of the obligations under the above-referenced Project Agreement, Kennecott Utah Copper LLC hereby also expressly reaffirms its responsibility for those obligations.

D. Pursuant to the Project Agreement, JVWCD agreed to construct and operate the Zone B Facilities and the Lost Use Facilities to produce 3,500 acre feet and 1,235 acre feet of water, respectively, for sale to Affected Municipalities annually during the Operational Period for each facility. The Project Agreement contemplated that the Zone B Facilities and the Lost Use Facilities would be Complete and Operational by January 31, 2010. The Project Agreement further provided that the Zone B Facilities and the Lost Use Facilities could be constructed either as a combined, integrated treatment facility or as separate reverse osmosis circuits within the Jordan Valley Membrane Plant. JVWCD has adopted the Integrated Design.

E. The Project Agreement contemplated that, subject to applicable permitting requirements, JWCD would discharge Deep Well Concentrates and Lost Use Concentrates generated by the integrated Jordan Valley Membrane Plant to the Great Salt Lake. The Project Agreement also provided that JWCD could elect to deliver Deep Well concentrates to the Kennecott Tailings Impoundment during the Operational Period for the Zone B Facilities, subject to conditions, limitations and contingencies more particularly described in the Project Agreement. JWCD is pursuing a discharge permit to allow concentrates from the Jordan Valley Membrane Plant to be discharged into the Great Salt Lake, and the permitting process has delayed the construction of the plant.

F. In the Project Agreement, Kennecott agreed to provide permanent easements to JWCD for a concentrate disposal pipeline across Kennecott lands near the Great Salt Lake, subject to the terms and conditions set forth in the Project Agreement. The Project Agreement identified the location of these permanent easements on the east side of the Tailings Impoundment, and JWCD expended funds on surveying and engineering design services to develop the east side alignment. In 2008, Kennecott advised JWCD that it may expand its Tailings Impoundment further to the east, which could render the buried pipeline inaccessible, and requested that JWCD revise the pipeline alignment to the west side of the Tailings Impoundment. JWCD has now completed additional surveying and engineering design work to place the pipeline alignment on the west side of the Tailings Impoundment, and Kennecott has agreed to reimburse JWCD for the additional costs incurred to change the alignment.

G. Unrelated to the change in alignment described above, JWCD has encountered difficulties in the acquisition of easements from private owners and coordination with public entities for the location and installation of segments of the pipeline in multiple public roads and rights-of-way. Although JWCD expects eventually to be able to obtain all required easements, JWCD has, to date, been unable to complete the acquisition of easements for some segments of the pipeline.

H. JWCD has drilled wells, performed site work and constructed infrastructure to support the construction of the Jordan Valley Membrane Plant, and represents that a notice to proceed with construction of the plant is scheduled to be issued in November 2009. Accordingly, JWCD requires that the projected completion date for the Zone B Facilities and Lost Use Facilities be extended to April 30, 2012.

I. The Project Agreement contemplated that the Zone B Facilities and the Lost Use Facilities would be Complete and Operational by January 31, 2010. However, due to the delays described above, the projected completion date for the Zone B Facilities and Lost Use Facilities must be extended to April 30, 2012.

J. To date, JWCD advises that it has expended in excess of \$14,100,000 on design and construction of the Zone B Facilities, Lost Use Facilities and associated wells and infrastructure, including: property acquisition for the Jordan Valley Membrane Plant, seven deep well sites, and applicable segments of the well collection pipelines; on-site reverse osmosis pilot testing; drilling, completion, and test pumping of seven deep wells and one shallow well; installation of approximately 8,000 feet of 24-inch pipeline to convey Zone B finished water; installation of approximately 42,000 feet of 10-inch through 24-inch pipeline to convey Zone B well collection

water; and, design work for the Jordan Valley Membrane Plant. Based on expenditures to date and the current construction schedule, JWCD represents that it has expended an amount equal to approximately 47% of the total amount of the Zone B Funds and will exceed 50% before December 15, 2009.

K. Kennecott paid South Jordan City the sum of \$141,766 in March 2002 at the request of JWCD to reimburse the city for the costs of installing a portion of the Zone B collection pipeline on 1300 West as part of other construction work by the city. The parties acknowledge that this amount, plus interest, was a disbursement from the Zone B Funds.

L. Kennecott provided approximately \$2.9 Million for design and construction of Zone B Facilities and Lost Use Facilities in 2004 and 2005 for which Kennecott has not yet been able to apply for a reduction of the Zone B ILC. As a result, interest payable to JWCD continues to escalate on such amounts as part of the annual escalation of the Zone B ILC. The parties calculate that the amount of the increase is \$557,000 through August 31, 2009.

M. In addition to the funding commitment described in the preceding recital, Kennecott committed to advance certain capital costs for the Lost Use Facilities. The parties have agreed to revise these funding commitments in view of the delay in the completion date that JWCD seeks.

N. The parties acknowledge that the Project Agreement does not provide a complete methodology for determining the interest earnings on the Zone B Funds; specifically, the Project Agreement is silent on the compounding frequency. The Parties desire to clarify the interest determination methodology with the intention that the Zone B Funds escalate in the same manner as the Zone B ILC, and that the value of the Zone B Funds is equivalent to the value of the Zone B ILC, less any reductions then due pursuant to the State Agreement.

O. Pursuant to the Project Agreement, Kennecott agreed to construct and operate the Zone A Facilities to produce 3,500 acre feet for sale by JWCD to Affected Municipalities annually during the Operational Period for such facility. The Zone A Plant has been operational since 2006. JWCD is required to reimburse Kennecott for certain costs associated with the Zone A Plant. The reimbursement of these costs has not been timely.

P. Kennecott and JWCD desire to amend the Project Agreement to extend the deadline for completion of the Zone B Facilities and Lost Use Facilities to April 30, 2012, to make certain changes relating to Kennecott's funding commitments to accommodate the delay of the completion of such facilities, to adjust the payment schedule for the Zone A Plant, and to confirm that JWCD will be reimbursed for the additional costs it incurs due to the additional surveying and engineering work to move the concentrate pipeline alignment to the west side of the Tailings Impoundment, all in accordance with the terms set out in this Amendment.

#### Agreement

In consideration of the foregoing Recitals, which are hereby incorporated as an integral part of this Amendment, and of the mutual promises and benefits contained in the Project Agreement and herein, Kennecott and JWCD hereby amend the Project Agreement as follows:

1. Extension of Zone B and Lost Use Construction Deadlines. The references in Sections 1.35, 5.1, 5.3.a, 6.2, 6.4.a, 7.1.b and 7.1.c of the Project Agreement to "January 31, 2010" are changed to "April 30, 2012." The references in Sections 5.2.a, 7.1.b and 7.1.c of the Project Agreement to "February 1, 2010" are changed to "May 1, 2012." The references in Sections 5.3.a and 6.4.a of the Project Agreement to "January 31, 2011" are changed to "April 30, 2013."

2. Integrated Design Notice. Pursuant to Section 6.1.c of the Project Agreement, JWCD hereby provides notice that it has completed the design of the Lost Use Facilities utilizing an Integrated Design with a capacity of 1,235 acre feet per year.

3. Limitation on Kennecott Reconciliation Payment. The amount of the Kennecott Reconciliation Payment shall be fixed as of September 1, 2009, with no further increase at the PTIF rate or any other rate. Kennecott shall also receive a credit against the Kennecott Reconciliation Payment of \$557,000 to offset the escalation of the Zone B ILC as described in Recital L, above. As a result, Section 1.21 of the Project Agreement is hereby amended to read in its entirety as follows:

"Kennecott Reconciliation Payment" means \$5,148,000, without further escalation, and without further adjustment except as provided in Section 10.1.a, as amended.

4. Payment of Zone A Process Enhancement Costs. Sections 9.1.b.ii and 9.1.b.iii of the Project Agreement are replaced, and a new Section 9.1.b.iv is added, as follows:

ii. JWCD shall reimburse Kennecott for Process Enhancement Construction Costs for the Zone A Plant by paying to Kennecott the fixed sum of \$8.36 per acre-foot for the first 70,000 acre feet of Treated Water delivered to JWCD from the Zone A Plant.

iii. Commencing when the Zone A Plant is Complete and Operational, at any time that JWCD is receiving water from the Zone A Plant, JWCD shall reimburse Kennecott for Process Enhancement Operating, Maintenance and Replacement Costs for the Zone A Plant in the annual amount of \$12.30 (October 2002 dollars based on the ENR Index) for each acre foot of Treated Water produced by the Zone A Plant and delivered to JWCD as described in Section 4.5.b.

iv. Kennecott shall invoice JWCD annually on a calendar year basis during January of each year for water delivered during the previous year, and payment shall be due within 15 business days following JWCD's receipt of the invoice. Payments not made when due shall bear interest on the unpaid balance at the rate of 1.5% per month from and after the due date until paid in full.

5. No Advance of Lost Use Capital Costs. Kennecott shall have no obligation to advance Lost Use Capital Costs under the Project Agreement, and the following are hereby deleted from the Project Agreement:

Each of Sections 1.22, 9.3.b, 10.1.c, 10.2.c, 11.4 – entire section

Section 6.5 – second sentence

Section 9.3.a – the phrase “advances by Kennecott as set forth in Section 9.3.b.”

6. Funding Matters if Zone B Adjustment Factor is Less Than 50%. Section 11.2 of the Project Agreement is hereby amended to read in its entirety as follow:

11.2 Termination as to Zone B Facilities – Zone B Adjustment Factor Less than 50%. If this Project Agreement terminates as to the Zone B Facilities prior to the time the Zone B Adjustment Factor reaches 50% for any reason other than a breach by Kennecott of any of its material obligations hereunder relating to the Zone B Facilities, then:

- a. Kennecott shall not be obligated to pay to JWCD the Kennecott Reconciliation Payment or advance or pay any other costs under Section 9.2.
- b. Within ninety (90) days following termination, JWCD shall reimburse Kennecott for the portion of the funds provided by Kennecott for all Zone B design and construction costs pursuant to Section 9.2, plus interest at the PTIF Rate from the date of JWCD’S receipt of the funds.
- c. JWCD shall retain the Jordan Valley Membrane Plant building; all items of Zone B equipment, personal property, and real property.
- d. Within ninety (90) days following termination, JWCD shall reimburse Kennecott for the funds provided by Kennecott under the Escrow Agreement as described in Section 9.2.e.iv, plus interest at the PTIF Rate from the date of JWCD’s receipt to the date of payment.

7. Disbursement from the Zone B Construction Fund for 1300 West Pipeline. Notwithstanding any provision of Section 17.1 of the Project Agreement, JWCD agrees that the amount paid to South Jordan City by Kennecott in March 2002 for the 1300 West pipeline, plus interest at the PTIF rate, which totals \$179,873 as of September 1, 2009, shall be considered as a disbursement from the Zone B Construction Fund, and shall be considered a release to JWCD under Section 9.2.e of the Project Agreement for the purpose of calculating the total Zone B Payments under Section IV.E of the State Agreement.

8. Changes to Easement Alignment, etc. As a result of the changes in alignment described in Recital F above,

- a. Section 8.2.a of the Project Agreement is hereby amended to change the reference to “East Cyclone Station” to “West Cyclone Station”,
- b. Appendix 7 of the Project Agreement (also referred to in Section 8.2.a) is replaced with the Revised Appendix 7 attached hereto,

- c. The following shall be added to the end of Section 10.1.a of the Project Agreement: "The amount of the Kennecott Reconciliation Payment will be increased by an amount equal to the actual costs incurred by JVWCD for additional surveying and engineering design work to place the concentrate byproduct pipeline alignment on the west side of the Tailings Impoundment; provided that such actual costs shall not exceed \$144,000 and shall be reduced by any savings in construction costs due to shorter length or greater ease of constructing the pipeline on the west side of the Tailings Impoundment. The amount of such savings shall be calculated by JVWCD, acting reasonably, and shall be reviewed and approved by Kennecott, which approval shall not be unreasonably withheld."

9. Firm Commitment to Provide Zone B Water. Notwithstanding any other provision of the Project Agreement, as amended, JVWCD shall offer for sale to the Affected Municipalities 3,500 acre-feet of Municipal Quality Water per year from the Zone B Facilities or from other sources available to JVWCD in lieu of water produced by the Zone B Facilities for 40 years from and after February 1, 2010.

10. Firm Commitment to Provide Lost Use Water. Notwithstanding any other provision of the Project Agreement, as amended, JVWCD shall offer for sale to the Affected Municipalities in accordance with the Project Agreement, as amended, 1,235 acre feet of Municipal Quality Water annually from the Lost Use Facilities or from other sources available to JVWCD in lieu of water produced by the Lost Use Facilities, and in addition to the 3,500 acre feet of Zone B water described in the preceding paragraph, for a period of forty (40) years from and after February 1, 2010.

11. Zone B Funds Interest Calculation. Section 9.2.b of the Project Agreement is hereby amended to read in its entirety as follows:

b. Designation of Funds. Provided that no termination of the Project Agreement as to the Zone B Facilities has occurred, Kennecott shall pay to JVWCD for the design and construction of the Zone B Facilities pursuant to the terms of this Section 9.2., the sum of \$24,691,400. The then outstanding balance of such amount shall increase annually on August 31 by the average annual PTIF Rate from July 1 to June 30 of the preceding year, compounded annually. For purposes of the increase to be made on August 31, 2004, such amount shall be increased in accordance with the foregoing provisions for the period from January 20, 2004, to August 31, 2004. Such amount shall initially be divided into the following funds:

- i. Design Fund: \$2,200,000 (October 2002 dollars at the PTIF Rate).
- ii Construction Fund: 90% of the remaining balance.
- iii. Construction Retainage Fund: 10% of the remaining balance.

12. Affirmation of Amended Agreement. This Amendment shall be effective as of *November 20, 2009*. All terms of the Project Agreement, including those expressly amended herein, shall continue in full force and effect.

Dated this 20<sup>th</sup> day of November, 2009.

KENNECOTT:

Kennecott Utah Copper LLC

By:   
Its: C.E.O.

JVWCD:

Jordan Valley Water Conservancy District

By:   
Its: Chair

REVISED APPENDIX 7

Great Salt Lake

I-80

I-80

West Cyclone Station

SR-201

1300 South

7200 West

SR-201

2820 South

9200 West

3100 South

8000 West

Utah & Salt  
Lake Canal

3500 South

7615 West

**Appendix 7 Revised by First Amendment**

**Legend**

-  Concentrate Pipeline Corridor
-  Potential Easement to West Cyclone

0 1,500 3,000 4,500 6,000 Feet



Great Salt Lake

I-80

I-80

SR-201

West Cyclone Station

1300 South

7200 West

SR-201

2820 South

9200 West

3100 South

8000 West

3500 South

7615 West

Utah & Salt Lake Canal

Appendix 7 Revised by First Amendment

Legend

- Concentrate Pipeline Corridor
- Potential Easement to West Cyclone



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