

#4768
F-641

When Recorded Return To:
Kennecott Copper Corp.
P. O. Box 525
Bingham Canyon, Utah
84006-0525
Attention: Keith Hansen

RIGHT-OF-WAY AND EASEMENT AGREEMENT

4700403

THIS AGREEMENT, made and entered into this 28th day of March, 1988, by and between KENNECOTT CORPORATION, a corporation of the State of Delaware and authorized to do business in the State of Utah, hereinafter referred to as "Kennecott", and SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as "County",

no fee

W I T N E S S E T H:

4700403
10 NOVEMBER 88 10:57 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
SALT LAKE COUNTY REAL ESTATE
REC BY: JEDD BOGENSCHUTZ, DEPUTY

WHEREAS, Kennecott and County entered into an Agreement dated February 25, 1987, in which County was given the right to purchase easements over the Riter Canal, as owned by Kennecott, sufficient in width for County to have a permanent nonexclusive right to use the Riter Canal as a flood control facility ("February Agreement"), and

WHEREAS, County has completed the design of a storm drain project between 8000 West and 7200 West for which County has requested an easement, and

WHEREAS, Kennecott has reviewed said storm drain design and finds that the intent of the February Agreement can be met and that an easement can now be granted by Kennecott to the County,

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Pursuant to the terms of the February Agreement, attached hereto as Exhibit "A", which terms are expressly

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incorporated herein, Kennecott hereby grants to County an easement for a permanent nonexclusive right to use the following described portion of the Rjter Canal as a flood control facility:

Beginning at a point on the East right-of-way line of 8000 West, said point being North 1682.65 feet and East 41.34 feet from the Southwest corner of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence S. 65°16'14" E. 855.28 feet; thence S. 89°45'11" E. 845.35 feet; thence S. 00°22'18" W. 27.04 feet; thence along a curve to the right, radius 70.00 feet through a central angle of 16°06'03" an arc distance of 19.67 feet; thence S. 55°04'29" E. 562.45 feet; thence along a curve to the left, radius 375.00 through a central angle of 31°47'20", a distance along the arc 208.06 feet; thence S. 86°51'49" E. 1072.09 feet; thence along a curve to the left; radius 900.00 feet through a central angle of 07°49'25", a distance along the arc 122.89 feet; thence N. 85°18'46" E. 261.20 feet; thence along a curve to the right, radius 1250.00 feet through a central angle of 03°36'25", a distance along the arc 78.69 feet; thence N. 88°55'11" E. 498.06 feet; thence N. 89°18'31" E. 897.75 feet; thence N. 00°42'21" W. 100.00 feet; thence S. 89°18'31" W. 898.06 feet; thence S. 88°55'11" W. 498.41 feet; thence along a curve to the left, radius 1350.00 feet through a central angle of 03°36'25", a distance along the arc 84.99 feet; thence S. 85°18'46" W. 261.20 feet;

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thence along a curve to the right, radius 800.00 feet through a central angle of 07°49'25", a distance along the arc 109.24 feet; thence N. 86°51'49" W. 1072.09 feet; thence along a curve to the right, radius 275.00 feet through a central angle of 31°47'20"; a distance along the arc 152.58 feet; thence N. 55°04'29" W. 562.45 feet; thence along a curve to the left, radius 170.00 feet through a central angle of 35°21'35" a distance along the arc 104.91 feet; thence N. 00°26'04" W. 5.00 feet; thence S. 89°33'56" W. 661.32 feet; thence along a curve to the right, radius 245.00 feet through a central angle of 25°09'50", a distance along the arc 107.60 feet; thence N. 65°16'14" W. 749.69 feet; thence along a curve to the right, radius 131.60 feet through a central angle of 30°00'00", a distance along the arc 68.91 feet; thence S. 54°43'46" W. 60.77 feet; thence N. 65°16'14" W. 53.91 feet to a point on the East right-of-way line of 8000 West; thence S. 00°22'23" W. 82.33 feet along the East right-of-way of 8000 West to the point of beginning containing 12.21 acres.

2. As a consideration for Kennecott's granting said right-of-way and easement, County agrees to pay Kennecott the sum of Ninety-Seven Thousand Seven Hundred Fifty Dollars (\$97,750.00), which amount is to be paid upon the execution of this agreement.

3. The rights acquired by County pursuant to this Right-of-Way and Easement Agreement are those rights referred to in

the February Agreement which pass from Kennecott to County upon conveyance of the Right-of-Way and Easement from Kennecott to County. Kennecott retains all of the rights in the above described land as provided in the February Agreement.

4. Kennecott excepts and reserves a perpetual easement, right and privilege on the part of itself, its successors, lessees, licensees and assigns, at any and all times hereafter, to discharge over and upon each and every portion of said lands, any and all gases, dust, dirt, fumes, particulates, liquids and other substances and matter which may be released, given, thrown or blown off, flow or seep, emitted or discharged in the course of, by, or through the existence, or operations, of any and all of the smelting plants, reduction works, mines, mills, refineries, power plants, manufactories, tailing deposits and other works or factories which are now or which may hereafter at any time be lawfully established or operated by Kennecott, its successors, grantees, leasees, licensees or assigns, or any of them, within Salt Lake or Tooele Counties, State of Utah.

5. In addition to the rights reserved to Kennecott as herein provided, Kennecott expressly reserves the right to construct, operate and maintain roads, canals, ditches, culverts, pipelines or other drainage works, and any other facilities desired by Kennecott upon, along, under or across said right-of-way, provided only that such shall be constructed, operated and maintained by Kennecott so as not to interfere with the use thereof by County.

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IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their respective officers on the date first above written.

KENNECOTT CORPORATION

By [Signature]
Its Vice President and
General Manager

ATTEST:

[Signature]
Salt Lake County Clerk

SALT LAKE COUNTY

By [Signature]
Its Chairman of the Board of
County Commissioners

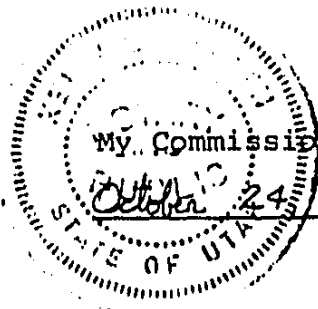
STATE OF UTAH)
COUNTY OF SALT LAKE) : ss.

On the 31st day of May, 1988, personally appeared before me J. Burgess Winter, who, being by me duly sworn, did say that he is the Vice President of Kennecott Corporation, and that the foregoing instrument was signed in behalf of said corporation and said J. Burgess Winter duly acknowledged to me that said corporation executed the same.

[Signature]

NOTARY PUBLIC

Residing at: Salt Lake County



My Commission Expires:
October 24, 1991

[Signature]
JOHN B. HISKEY, Director
Public Works Department

[Signature]
TOSHIHARU KANO, P.E., Director
Flood Control and Highway Divisions

APPROVED AS TO FORM

Salt Lake County Attorney's Office

By [Signature]
Deputy County Attorney

Date 12.13.87

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

On the 28th day of March, 1988, personally appeared before me Bart Barker, who, being by me duly sworn, did say that he is the Chairman of the Board of Salt Lake County Commissioners, and that the foregoing instrument was signed in behalf of Salt Lake County and Bart Barker acknowledged to me that said Salt Lake County duly executed the same.

Donald H. Deliquadri
NOTARY PUBLIC

Residing at: Salt Lake City, Ut.

My Commission Expires:

August 30, 1988

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