

When Recorded Mail To:
Northwest Land and Development
F-80417f

11085642
11/30/2010 10:45:00 AM \$41.00
Book - 9883 Pg - 6506-6519
Gary W. Ott
Recorder, Salt Lake County, UT
FOUNDERS TITLE
BY: eCASH, DEPUTY - EF 14 P.

RELOCATION OF RIGHT-OF-WAY EASEMENT AGREEMENT

This Agreement, made and entered into this 2nd day of Nov., 2010, by and between Northwest Land and Development, L.L.C., a Utah Limited liability company ("Northwest"), Kennecott Utah Copper Corporation, a corporation of Delaware and authorized to do business in the State of Utah ("Kennecott"), Salt Lake County, a body corporate and politic of the State of Utah (the "County"), and West Valley City, a Utah municipal corporation (the "City").

WITNESSETH:

Whereas Northwest is the owner in fee of certain property located at approx 3100 South 3600 West, West Valley City, Utah and more particularly described in Exhibit "A" attached hereto and made a part hereof; and

Whereas Kennecott has certain easement rights appearing of record in and to Riter Canal the location of record being described in Exhibit "B" attached hereto and made a part hereof; and

Whereas Kennecott has assigned, conveyed and transferred certain rights and obligations relative to Riter Canal to the County and to the City by virtue of that Right of Way Easement Agreement dated Jan 17, 1996 recorded February 1, 1996 as entry number 6271171 in book 7322 at page 846 of official records as well as by other documents not of record; and

Whereas it has been determined that the actual location of portions of said Riter Canal does not coincide with the locations set forth in documents of record including but not limited to the agreement referenced above; and

Whereas it is in the best interest of all parties herein to establish the actual location of Riter Canal and abandon portions of the property formerly described in documents of record as Riter Canal; and

Whereas only a portion of Riter canal intersects property owned by Northwest, it being the intent of this Agreement to deal only with that portion of Riter Canal located upon property owned by Northwest, the description of the Riter Canal as it currently appears of record to intersect the Northwest property is described in Exhibit "C" attached hereto and made a part hereof; and

Whereas the Riter Canal as it is actually found to intersect the Northwest property is described in Exhibit "D" attached hereto and made a part hereof; and

Whereas it being the intent of Northwest to convey to Kennecott a right of way and easement for Riter Canal in it's actual location as described in Exhibit "D" with all rights and obligations as it has previously had both of record and not of record in Riter Canal; and

NOW THEREFORE Northwest quitclaims to Kennecott, the County and the City a right of way and easement with all rights and obligations established and/or disclosed in the agreement mentioned above and any other agreements relative to Riter Canal but only as they may now affect the actual location as described in Exhibit "D" attached hereto; and

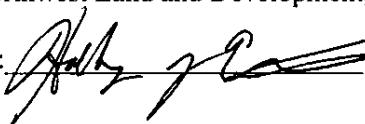
Kennecott further grants assigns and conveys interest as previously set forth in that agreement mentioned above as well as any other documents it has heretofore executed in favor of the County and the City but only so far as they may affect the property described in Exhibit "D" attached hereto; and

Kennecott, the County and the City hereby release, abandon and quitclaim to Northwest all rights and title in and to that property described in Exhibit "C."

Witness the hands of the Grantor, this 28 day of Sept, 2010.

Northwest Land and Development, LLC

#707

by: 

Kennecott Utah Copper Corporation

by: 

Salt Lake County

by: _____

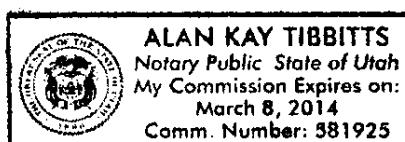
West Valley City

by: _____

Salt Lake County,) ss.

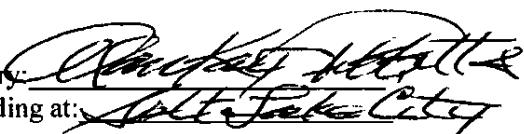
State of Utah:)

On this 22 day of Nov, 2010, personally appeared before me Holly J. Ernest who being duly sworn did say that he, the said Member, of Northwest Land and Development, did execute the forgoing Instrument by authority and duly acknowledged to me that said corporation executed the same.



Notary:

Residing at:


Alan Kay Tibbitts
Salt Lake City

Salt Lake County,) ss.

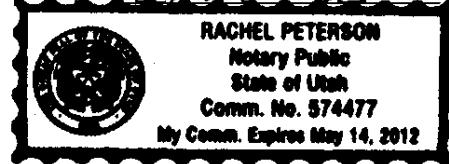
4812-1739-1623.2

BK 9883 PG 6507

State of Utah:)

On this 28th day of September, 2010, personally appeared before me Brendan Ryan, who being duly sworn did say that he, the said V.P., of Kennecott Utah Copper Corporation, did execute the forgoing Instrument by authority and duly acknowledged to me that said corporation executed the same.

Notary: Rachel Peterson
Residing at: Salt Lake



Salt Lake County,) ss.

State of Utah:)

On this ____ day of _____, 2010, personally appeared before me _____, who being duly sworn did say that he, the said _____, of Salt Lake County a corporate politic of the State of Utah, did execute the forgoing Instrument by authority and duly acknowledged to me that said corporation executed the same.

Notary: _____
Residing at: _____

Salt Lake County,) ss.

State of Utah:)

On this ____ day of _____, 2010, personally appeared before me _____, who being duly sworn did say that he, the said _____, of West Valley City, a Utah municipal corporation, did execute the forgoing Instrument by authority and duly acknowledged to me that said corporation executed the same.

Notary: _____
Residing at: _____

NOW THEREFORE Northwest quitclaims to Kennecott, the County and the City a right of way and easement with all rights and obligations established and/or disclosed in the agreement mentioned above and any other agreements relative to Riter Canal but only as they may now affect the actual location as described in Exhibit "D" attached hereto; and

Kennecott further grants assigns and conveys interest as previously set forth in that agreement mentioned above as well as any other documents it has heretofore executed in favor of the County and the City but only so far as they may affect the property described in Exhibit "D" attached hereto; and

Kennecott, the County and the City hereby release, abandon and quitclaim to Northwest all rights and title in and to that property described in Exhibit "C."

Witness the hands of the Grantor, this ____ day of _____, 2010.

Northwest Land and Development, LLC

by: _____

Kennecott Utah Copper Corporation

by: _____

Salt Lake County

by: Mr. Allen

West Valley City

by: _____

Salt Lake County,) ss.
State of Utah:)

On this ____ day of _____, 2010, personally appeared before me _____, who being duly sworn did say that he, the said _____, of Northwest Land and Development, did execute the forgoing Instrument by authority and duly acknowledged to me that said corporation executed the same.

Notary: _____
Residing at: _____

Salt Lake County,) ss.

State of Utah:)

On this day of , 2010, personally appeared before me ,
who being duly sworn did say that he, the said , of Kennecott Utah Copper
Corporation, did execute the forgoing Instrument by authority and duly acknowledged to me that said
corporation executed the same.

Notary: _____
Residing at: _____

Salt Lake County,) ss.

State of Utah:)

On this 8 day of Nov, 2010, personally appeared before me Doug Willmore,
who being duly sworn did say that he, the said CAO, of Salt Lake County a corporate
politician of the State of Utah, did execute the forgoing Instrument by authority and duly acknowledged to
me that said corporation executed the same.

APPROVED AS TO FORM
Salt Lake County District Attorney's Office
By Gavin J. Andersen
Deputy District Attorney
Date 26 Oct 2010

Notary: Karen Lowe
Residing at: SALT LAKE COUNTY



Salt Lake County,) ss.

State of Utah:)

On this day of , 2010, personally appeared before me ,
who being duly sworn did say that he, the said , of West Valley City, a Utah
municipal corporation, did execute the forgoing Instrument by authority and duly acknowledged to me
that said corporation executed the same.

Notary: _____
Residing at: _____

Whereas it is the intent of this agreement for Kennecott, the County and the City to release abandon and convey all rights, title and interest they may have in the property described in Exhibit "C" to Northwest.

NOW THEREFORE Northwest quitclaims to Kennecott, the County and the City a right of way and easement with all rights and obligations established and/or disclosed in the agreement mentioned above and any other agreements relative to Riter Canal but only as they may now affect the actual location as described in Exhibit "D" attached hereto; and

Kennecott further grants assigns and conveys interest as previously set forth in that agreement mentioned above as well as any other documents it has heretofore executed in favor of the County and the City but only so far as they may affect the property described in Exhibit "D" attached hereto; and

Kennecott, the County and the City hereby release, abandon and quitclaim to Northwest all rights and title in and to that property described in Exhibit "C."

Witness the hands of the Grantor, this _____ day of _____, 2010.

Northwest Land and Development, LLC

by: _____

Kennecott Utah Copper Corporation

by: _____

Salt Lake County

by: _____

APPROVED AS TO FORM
West Valley City Attorney's Office
By: Mike Winder
Date: 10/27/10

West Valley City
by: Mike Winder
Mike Winder, Mayor

Salt Lake County,) ss.
State of Utah:)

On this _____ day of _____, 2010, personally appeared before me _____, who being duly sworn did say that he, the said _____, of Northwest Land and Development, did execute the forgoing Instrument by authority and duly acknowledged to me that said corporation executed the same.

Notary: _____
Residing at: _____

Salt Lake County,) ss.
State of Utah:)

On this ____ day of _____, 2010, personally appeared before me _____, who being duly sworn did say that he, the said _____, of Kennecott Utah Copper Corporation, did execute the forgoing Instrument by authority and duly acknowledged to me that said corporation executed the same.

Notary: _____
Residing at: _____

Salt Lake County,) ss.
State of Utah:)

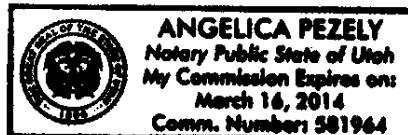
On this ____ day of _____, 2010, personally appeared before me _____, who being duly sworn did say that he, the said _____, of Salt Lake County a corporate politic of the State of Utah, did execute the forgoing Instrument by authority and duly acknowledged to me that said corporation executed the same.

Notary: _____
Residing at: _____

Salt Lake County,) ss.
State of Utah:)

On this 2nd day of Nov, 2010, personally appeared before me Mike Windle, who being duly sworn did say that he, the said Mayor, of West Valley City, a Utah municipal corporation, did execute the forgoing Instrument by authority and duly acknowledged to me that said corporation executed the same.

Notary: Angelica Pezely
Residing at: WVC



RESOLUTION NO. 4465

DATE November 2, 2010

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING
THE TRANSFER AND RELOCATION OF AN EASEMENT

RECITALS

A. As explained in detail in the attached Easement Agreement, the relocation of the Riter Canal, near approximately 3100 South and 3600 West, has necessitated the execution of the attached Easement Agreement by and between Northwest Land and Development, Kennecott Utah Copper Corporation, West Valley City, and Salt Lake County.

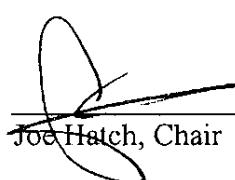
B. It has been determined that the best interests of the parties to the agreement and the general public will be served by granting the easement relocation, under the terms and conditions of the attached easement. The grant of said easement relocation will be in compliance with all applicable state statutes and county ordinances.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the conveyance of said easement relocation as explained on the attached agreement is hereby approved and the Mayor and County Clerk are hereby authorized to execute the original of said authorized and approved easement, a copy of which is attached as Exhibit 1 and by this reference made a part of this Resolution, and to deliver the fully executed document to the County Recorder for recordation, with a copy to the parties.

APPROVED and ADOPTED this 2nd day of November, 2010.

SALT LAKE COUNTY COUNCIL

By:


Joe Hatch, Chair

ATTEST:

Sherrie Swensen

Sherrie Swensen

Salt Lake County Clerk

APPROVED AS TO FORM
Salt Lake County District Attorney's Office
By Kevin J. Anderson
Deputy District Attorney
Date 26 OCT 2010

Council Member Bradley voting
Council Member Burdick voting
Council Member DeBry voting
Council Member Hatch voting
Council Member Horiuchi voting
Council Member Iwamoto voting
Council Member Jensen voting
Council Member Wilde voting
Council Member Wilson voting

"Aye"
"Aye"
Absent
"Aye"
"Aye"
"Aye"
"Aye"
"Aye"
"Aye"
"Aye"

Exhibit "A"
Northwest Property

PARCEL 1:

A portion of the Northwest Quarter of Section 29, Township 1 South, Range 1 West, Salt Lake Meridian, being described as follows:

Beginning at a point that bears North 53° 19' 04" West 88.71 feet from the center of said Section 29 (which is not the incorrectly placed brass disc monument set by the Salt Lake County Surveyor at the intersection of 3100 South Street and 3600 West Street, said monument bearing North 40° 23' 14" East 2.70 feet from the true center of Section 29), said point of beginning lying 53.0 feet North, measured at right angles, from the South line of the Northwest Quarter of said section, and lying 71.00 feet West, measured at right angles, from the East line of said Northwest Quarter; thence along a line parallel with the East line of said Northwest quarter and 71.00 feet West therefrom, North 0° 09' 17" West 129.79 feet; thence North 10° 02' 57" East 174.99 feet to a point lying 40.00 feet West, measured at right angles from the East line of said section; thence along a line parallel with said East line, and 40.00 feet West therefrom, North 0° 09' 17" West 328.22 feet; thence West 701.27 feet to a point on the East line of Bangerter Highway; thence along said East line, South 0° 01' 23" East 287.36 feet to the Northwest corner of that parcel described in deed to UDOT, recorded in Book 6243 of Deeds at Page 2098 of Official Records; thence along the West line of said parcel, and continuing along said East line of Bangerter Highway, South 0° 01' 23" East 323.00 feet to an angle point at the Southwest corner of said UDOT parcel; thence continuing along said Easterly line of the Bangerter Highway, and along the Southwesterly line of said UDOT parcel, South 44° 58' 02" East 28.26 feet to a point lying 53.00 feet North, measured at right angles, from the South line of said Northwest quarter; thence parallel with said South line, and 53.00 feet North therefrom, North 89° 59' 44" East 651.76 feet to the point of beginning.

Less and Excepting from Parcel 1, the following:

A portion of that parcel described in deed to Granger Hunter Improvement District, recorded in Book 7073 of Deeds, at Page 1072, Official Records of Salt Lake County, Utah being a portion of the Northwest Quarter of Section 29, Township 1 South, Range 1 West, Salt Lake Meridian, described as follows:

Beginning at a point that bears North 53° 19' 04" West 88.71 feet from the center of Section 29 (which is not the incorrectly placed brass disc monument set by the Salt Lake County Surveyor at the intersection of 3100 South Street and 3600 West Street, said monument bearing North 40° 23' 14" East 2.70 feet from the true center of Section 29), said point of beginning lying 53.0 feet North, measured at right angles, from the South line of the Northwest Quarter of said section, and lying 71.00 feet West, measured at right angles, from the East line of said Northwest Quarter; thence along a line parallel with the East line of said Northwest Quarter and 71.00 feet West therefrom North 0° 09' 17" West 129.79 feet; thence North 10° 02' 57" East 174.99 feet to a point lying 40.00 feet West, measured at right angles, from the East line of said section; thence along a line parallel with said East line, and 40.00 feet West therefrom, North 0° 09' 17" West 83.30 feet; thence West 355.99 feet; thence South 0° 01' 23" East 385.42 feet to a point lying 53.00 feet North, measured at right angles, from the South line of said Northwest Quarter; thence parallel with said South line, and 53.00 feet North therefrom, North 89° 59' 44" East 325.88 feet to the point of beginning.

PARCEL 2:

A portion of that parcel described in deed to Granger Hunter Improvement District, recorded in Book 7073 of Deeds, at Page 1072, Official Records of Salt Lake County, Utah being a portion of the Northwest Quarter of Section 29, Township 1 South, Range 1 West, Salt Lake Meridian, described as follows:

Beginning at a point that bears North 53° 19' 04" West 88.71 feet from the center of Section 29 (which is not the incorrectly placed brass disc monument set by the Salt Lake County Surveyor at the intersection of 3100 South Street and 3600 West Street, said monument bearing North 40° 23' 14" East 2.70 feet from the true center of Section 29), said point of beginning lying 53.0 feet North, measured at right angles, from the South line of the Northwest Quarter of said section, and lying 71.00 feet West, measured at right angles, from the East line of said Northwest Quarter; thence along a line parallel with the East line of said Northwest Quarter and 71.00 feet West therefrom North 0° 09' 17" West 129.79 feet; thence North 10° 02' 57" East 174.99 feet to a point lying 40.00 feet West, measured at right angles, from the East line of said section; thence along a line parallel with said East line, and 40.00 feet West therefrom, North 0° 09' 17" West 83.30 feet; thence West 355.99 feet; thence South 0° 01' 23" East 385.42 feet to a point lying 53.00 feet North, measured at right angles, from the South line of said Northwest Quarter; thence parallel with said South line, and 53.00 feet North therefrom, North 89° 59' 44" East 325.88 feet to the point of beginning.

The Basis of Bearing from the above description is the East line of the Northwest Quarter of said Section 29 (namely, North 0° 09' 17" West) as shown on the Record of Survey filed as No. 593-01-0056, based on a line from the monumented North Quarter corner of said section to a point that bears South 40° 23' 14" West, 2.70 feet from the monumented center of said section.

Exhibit "B"
Record Description Riter Canal

4812-1739-1623.2

BK 9883 PG 6517

Exhibit "C"

55' Kennecott/Salt Lake County/West Valley City
Flood Control Easement affecting Northwest Land and Development Property

A parcel of land, situate in the Northwest Quarter of Section 29, Township 1 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the intersection of the north line of 3100 South Street and the west line of 3600 West Street, said point being North $0^{\circ}09'17''$ West 53.00 feet along the Quarter Section line and West 71.00 feet, from the Center of Section 29, Township 1 South, Range 1 West, Salt Lake Base and Meridian, said center section as shown on the Thompson-Hysell Survey # S96-12-0536 on file at the Salt Lake County Surveyors Office, and running:

thence South $89^{\circ}59'44''$ West 76.60 feet along the north line of said 3100 South Street;
thence North $0^{\circ}09'17''$ West 630.32 feet;
thence East 55.00 feet;
thence South $0^{\circ}09'40''$ East 590.45 feet;
thence South $47^{\circ}53'20''$ East 29.13 feet to the west line of 3600 West Street;
thence South $0^{\circ}09'17''$ East 20.34 feet along the west line of said 3600 West Street to the point of beginning.

Contains 35,324 square feet. 0.81 acres.

Exhibit "D"

10' Kennecott/Salt Lake County/West Valley City
Flood Control Easement affecting Northwest Land and Development Property

A parcel of land, situate in the Northwest Quarter of Section 29, Township 1 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the intersection of the north line of 3100 South Street and the west line of 3600 West Street, said point being North 0°09'17" West 53.00 feet along the Quarter Section line and West 71.00 feet, from the Center of Section 29, Township 1 South, Range 1 West, Salt Lake Base and Meridian, said center section as shown on the Thompson-Hysell Survey # S96-12-0536 on file at the Salt Lake County Surveyors Office, and running:

thence South 89°59'44" West 10.00 feet along the north line of said 3100 South Street;
thence North 0°09'17" West 130.68 feet;
thence North 10°02'57" East 174.99 feet;
thence North 0°09'17" West 327.35 feet;
thence East 10.00 feet to the west line of 3600 West Street;
thence South 0°09'17" East 328.22 feet along the west line of 3600 West Street;
thence South 10°02'57" West 174.99 feet along the west line of 3600 West Street;
thence South 0°09'17" East 129.79 feet along the west line of 3600 West Street to the point of beginning.

Contains 6330.00 square feet. 0.145 acres.