

WHEN RECORDED RETURN TO:
Robert W. Edwards
60 East South Temple #1800
Salt Lake City, Utah 84111

RIGHT-OF-WAY EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of JAN 17 1996, 199__, by and between KENNECOTT UTAH COPPER CORPORATION, a corporation of the State 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, Kennecott and the County entered into an Agreement dated February 25, 1987 (the "February Agreement") in which the County was given the right to purchase easements over the Riter Canal, as owned by Kennecott, sufficient in width for the County to have a permanent nonexclusive right to use the Riter Canal as a flood control facility; and

WHEREAS, The County, the City, Beneficial Development Company ("BDC"), and Kennecott have negotiated an agreement (the "Agreement") to provide for the conveyance of an easement over the Riter Canal for the design and construction of a storm drainage facility between 3600 West and 7200 West for which the County and the City have requested an easement; and

WHEREAS, Kennecott finds that the intent of the February Agreement can be met and that an easement can now be granted by Kennecott to the County and to the City;

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 incorporated herein, Kennecott hereby grants individually, to both the County and the City, easements for a permanent nonexclusive right to use the following described portion of the Riter Canal as a flood control facility:

See Exhibit "B" which is attached hereto and by this reference made a part hereof.

2. As a consideration for Kennecott's granting said right-of-way and easement, the City, in behalf of the County, is paying Kennecott the sum of Ninety-Nine Thousand Dollars (\$99,000.00), receipt of which is hereby acknowledged by Kennecott.
3. The rights acquired individually by the County and the City pursuant to this Right-of-Way Easement Agreement shall include those rights referred to in the February Agreement, which pass from Kennecott to the County and by this Agreement also

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individually to the City upon conveyance of the Right-of-Way and Easement from Kennecott to the County and the City.

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 that may be released, given, thrown or blown off, or emitted or discharged, or flow or seep 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 that are now or that may hereafter at any time be lawfully established or operated by Kennecott, its successors, grantees, lessees, 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 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 the County and the City.

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

KENNECOTT UTAH COPPER CORPORATION

By 
 Its Controller

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

APPROVED AS TO FORM
RDR 1/29/96

On the 30th day of January, 1996, personally appeared before me D.J. Priano who, being by me duly sworn, did say that he/she is the Controller of Kennecott Utah Copper Corporation, a corporation of the State of Delaware

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EXHIBIT "A"

"February Agreement"

BK7322PB0850

EXHIBIT "A"

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

AGREEMENT

THIS AGREEMENT is made and entered into this ^{25th} day of February, 1987,
and between SALT LAKE COUNTY, a body corporate and politic of the State of
Utah, hereinafter called "County," and KENNECOTT CORPORATION, a corporation
of the State of Delaware, hereinafter called "Kennecott."

KENNECOTT
CORPORATION

W I T N E S S E T H:

WHEREAS, County proposes, pursuant to the terms and conditions of this
Agreement, to have a non-exclusive right to discharge waters into the Riter
Canal which is owned by Kennecott and runs from approximately 3600 West 3100
South to 8000 West 2600 South in Salt Lake County for flood control purposes;
and

WHEREAS, Kennecott shall retain the right to use the Riter Canal as it
exists as of the date of this Agreement, consistent with the manner in which
Kennecott has used the Riter Canal in the past and may use the Riter Canal in
the future to accommodate Kennecott's operations, but only to the extent of
Kennecott's rights in the Riter Canal; and

WHEREAS, use of the Riter Canal for flood control purposes will promote
the general welfare of the citizens of County as more particularly outlined
in the attached letters dated August 28, 1986 from the Salt Lake County
Commission to Kennecott (Attachment A) and August 25, 1986 from West Valley
City to Kennecott (Attachment B); and

WHEREAS, the Riter Canal, as it exists or may be expanded and maintained
by the County, has or will have capacity to carry both Kennecott's industrial
process water and Storm Water; and

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WHEREAS, Kennecott benefits from the maintenance by County of the "C-7 Ditch" which the Riter Canal flows into;

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

1. "Storm water" shall mean waters which are artificially conveyed into the Riter Canal through curb and gutter, paving, storm drains or open channels approved by County, now or in the future, to drain increased water from County approved residential, industrial, commercial, recreational or other developments and also from streets and roads owned or which may be acquired by County or West Valley City.

2. County shall have the right to purchase easements over the Riter Canal sufficient in width for the County to have a permanent non-exclusive right to use the Riter Canal as a flood control facility. Such easements shall begin at 8000 West and shall be acquired in sections running easterly as County requires them. The terms of such easements will be contained in separate easement agreements.

3. County is required to purchase easements over all sections of the Riter Canal which will carry Storm Water introduced into the Riter Canal under terms of this Agreement before connections of conveyance systems are made.

4. The cost of each easement section shall be fifty (50%) percent of the appraised value of the land encompassing the easement at the time each easement section is purchased for areas where Kennecott has fee title to the land occupied by the Riter Canal, and shall be twenty-five (25%) percent of the appraised value of the land encompassing the easement at the time each easement section is purchased for areas where Kennecott does not own fee title over the land occupied by the Riter Canal. The appraisal shall be performed by an independent appraiser selected and approved by both Kennecott and County.

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BY REVISIONER

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PK 052

5. County may purchase sections of easement, as its budget and Storm Water conveyance requirements permit, the only limitation being that the easements must at all times be continuous from 8000 West to the easternmost point of Storm Water discharge at approximately 3600 West, 3100 South.

6. The easement interest County shall purchase is limited to the interest owned by Kennecott at the time of purchase. The easements will be for the express purpose of obtaining the right to transport Storm Water through the Riter Canal and will not entitle County to any given percentage of Riter Canal capacity.

7. After purchase of an easement over a section or sections of the Canal, County may enter upon the Riter Canal for the purposes of its flood control program, to operate equipment for the dredging or cleaning of the Riter Canal, or for the purpose of installing pipelines and spillways, at the sole expense of County.

8. County, through its duly authorized representative (which representative must reliably inform himself as to the distribution of waters under flood control and other emergency conditions), shall have a set of keys to all spillway gates constructed by the County and the County shall have authority to open, close, and otherwise regulate these spillways and other critical relief points, to distribute the waters therein in times of flood and other emergency conditions. Except in times of flood, the County shall not open flood control gates without specific consent of Kennecott. County and Kennecott shall maintain lists of authorized representatives with 24-hour telephone contact numbers for use by all parties.

9. In the exercise of the rights and powers described herein, (a) County shall exercise reasonable discretion and shall not do any damage to or impair Kennecott's ability to convey its water; and shall restore said Kennecott property to substantially the same condition that existed prior to entry by County, except that the Riter Canal may be altered when complying with the specifications agreed to in paragraphs 9(b) and 10 below; and (b) County shall have the right to deepen, widen or improve the Riter Canal at

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County's sole expense and to place any excavated materials on the Riter Canal banks, and County agrees to dispose of same within a reasonable time. It is the intent of the parties hereto that whenever exercising these rights and powers County and Kennecott will work together and keep each other informed of any action which one of them might take which would materially affect the interests of the other with respect to the rights and duties set forth herein.

10. As partial consideration for the rights and duties described herein, County agrees to require that all persons who might discharge water into Kennecott's canal pursuant to authority from County shall strictly comply with the following specifications. County will require that any water discharged into the Riter Canal shall be in a pipe of such size as to carry the maximum flow from the source, and said pipe shall be of such length as will project for one (1') foot beyond the bank of the Riter Canal at high water line, or be set even with the Riter Canal bank, but with a concrete spillway, at least three (3') feet in width and extending to the center of the Riter Canal. Sand traps will be installed and maintained by County, at such places when and as determined necessary by County. No discharge facility which will discharge water into the Riter Canal shall be constructed by any person, under terms of this agreement, until Kennecott has approved the facility in writing forwarded to County. County and all persons who might discharge water into Kennecott's canal pursuant to authority from County will comply with all Federal, State, or local environmental laws, regulations, and requirements thereunder, relating to such discharge.

11. There is not presently a requirement to sample water entering Kennecott's process water system. If it is later required by Kennecott for water quality purposes, County shall be responsible for such sampling and shall pay the costs.

12. Kennecott reserves the right, at all times, to transport its industrial process water in the amount it deems necessary to continue its operations. In the event the Riter Canal capacity is not sufficient to transport both Kennecott water and Storm Water, Kennecott shall not be

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limited or restrained in any way from using the Riter Canal in any way it deems necessary to continue its operations, and it shall be the responsibility of County to widen and deepen the Riter Canal to accommodate said Storm Waters. The cost of such construction shall be the sole responsibility of the County.

13. County shall maintain those sections of Riter Canal which are being used for flood control purposes. It is agreed that the maintenance contemplated by this paragraph shall include work done annually to clean the Riter Canal of deposits of silt, debris, weeds, moss, garbage and like foreign matter; to strengthen the banks against normal wear and tear due to erosion, the traffic of animals or vehicles and from the surface water which is caused by snow or rainfall or other sources being conducted into the Riter Canal by County improvements and also strengthening the banks at other known weak points where overflow might occur and where potential hazards might exist, and repair of breaks in the Riter Canal banks. Maintenance as contemplated by this paragraph, except where the rebuilding and placing of concrete lining in the Riter Canal increases the carrying capacity of said Riter Canal at County's request, does not include rebuilding the Riter Canal, placing concrete lining therein, constructing bridges, irrigation dams, headgates or other diversions therein, solely for Kennecott's use and benefit, but it will include any maintenance of those facilities which carry Storm Water or spring runoff into, over and under Riter Canal or flumes and pipes over the Riter Canal and all facilities which County places on Riter Canal.

14. County agrees to meet with Kennecott between October 15 and November 1 of each year to patrol the Riter Canal and concurrently determine what debris or sand removal and repair and other maintenance work is required, which work will be performed by County on a schedule, but prior to April 1 of the following year.

15. In consideration of Kennecott's providing its Riter Canal facilities for storm water, County agrees, to the maximum extent authorized by law, to indemnify, save harmless and defend Kennecott, its officers, agents, employees and subsidiary and parent companies from all claims, mechanics'

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liens, damages, demands, actions, cost and charges arising out of any and all operations by or on behalf of County hereunder including, but not limited to, any damage to Kennecott or to third parties caused by the introduction of any Storm Water, including damage arising from the harmful contents of such Storm Waters, which is artificially diverted into the Riter Canal through curb and gutter, paving, storm drain pipelines or other channels approved by County, irrespective of whether Kennecott may have approved or not, or by reason of the escape, or release by Kennecott or County or others, of Storm Water from Kennecott's canal. Without limiting the foregoing provisions, the provisions of this paragraph shall not operate or be construed as a waiver of governmental immunity of the County as to any person or entity not a party to this agreement.

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16. County shall be responsible for all maintenance of those sections of the Riter Canal which are being used for flood control purposes and for all facilities which the County places on the Riter Canal. County shall be responsible for cleaning and improving, as required, all other canals, ditches or drainage facilities, not owned by Kennecott, including, but not limited to the "C-7 Ditch," which connect to or are an integral part of the drainage of the Riter Canal. Kennecott shall be permitted by the County to discharge into the C-7 Ditch at all Kennecott discharge locations. County agrees to operate the spillways or other relief outlets on said facilities as set forth in paragraph 8 herein to control Storm Water in the Riter Canal as necessary with County protecting and indemnifying Kennecott, as set forth in paragraph 15 hereof. It is agreed that title to any pipelines and spillways installed by County shall remain the property of County and shall be maintained solely by County; however, Kennecott may use any of said County facilities in controlling flow of its industrial process water.

17. The parties hereto further agree that storm drainage and flood control conditions change annually and that the expanding growth of County through the construction of subdivisions and other public works will influence terms as set forth herein. Because of these considerations, the parties hereto agree to review this Agreement annually. The parties further agree that if during the term of this Agreement Kennecott elects to permanently

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discontinue its use of the Riter Canal for any purpose associated with the Kennecott operation, the County shall have the option to purchase the remaining Kennecott interest in the said Riter Canal right-of-way, real property and related improvements. The consideration to be paid for such property shall be determined in the same manner as that set forth in paragraph 4. This option to purchase, on behalf of the County, shall not apply to Kennecott's discontinuance of the use of the Riter Canal as a result of Kennecott conveying, transferring or assigning its interest in the Kennecott operation, including Kennecott's Riter Canal interest, to a successor in interest.

FOR COPY
ON RECORD

18. It is understood and agreed by the parties that the County's obligations with respect to the Riter Canal shall accrue and become effective only upon and as of the date the County acquires an easement over a section, or sections, of the Riter Canal, and that said obligations shall apply and extend only to such section or sections of the Riter Canal over which the County has acquired an easement or easements.

19. Should any United States Government, State, or local laws or regulations be enacted concerning the handling or treatment or otherwise regarding said Storm Water, County agrees at its sole expense to comply with the requirements thereof and to hold Kennecott harmless from any loss, cost or expense to Kennecott or third parties in connection therewith.

20. All notices provided for herein or pertaining to this agreement shall be in writing and shall be deemed to have been given to the addressee at the time when mailed at a United States Post Office, enclosed in registered or certified, postpaid envelope addressed to County at Salt Lake County Flood Control Division, 2033 South State Street, Salt Lake City, Utah 84115, and to the Kennecott Law Department, 10 East South Temple, Salt Lake City, Utah 84133, with a copy to Kennecott at Utah Copper Division, P. O. Box 525, Bingham Canyon, Utah 84006-0525.

21. This agreement is binding upon the parties hereto, their assigns and successors, and supersedes all earlier agreements between the parties hereto with respect to the subject matter contained herein and there are no

BR 7322160857



Attachment A

BART BARKER
Chairman
Salt Lake County Commission

LARRY MEYER
Administrative Assistant

August 28, 1986

Mr. J. Burgess Winter
Vice President - General Manager
Utah Copper Division
Kennecott Corporation
P. O. Box 525
Bingham Canyon, Utah 84006-0525

Subject: Agreement for Use of Riter Canal for Stormwater Purposes

FOUR COPY
PA. REQUERER

Dear Mr. Winter:

Salt Lake County's staff has been negotiating with representatives of Kennecott for several years regarding the use of the Riter Canal to carry stormwater from areas of West Valley City and Unincorporated Salt Lake County. These negotiations have come to a point where we believe that a workable agreement can be completed.

We request that Kennecott formally consider proceeding with this agreement as a basis for the orderly development of areas in Salt Lake County north of 3100 South Street and west of 4000 West. This large area is expected to develop in a combination of residential and commercial land uses in keeping with the West Valley City and Salt Lake County Master Plans for future development. Use of the Riter Canal will save millions of dollars in storm drain or even channel construction which would otherwise be required to drain this large area.

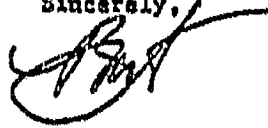
Salt Lake County maintains the major drainage facilities in this area and those which drain the discharge from Kennecott's operations in the Magna area. As part of the processing of this agreement, the County Flood Control Division will issue permits to Kennecott for the continued discharge of stormwater and process water into the storm drainage system maintained by Salt Lake County. We believe that conclusion of the proposed agreement is of major benefit to Kennecott, West Valley City and Salt Lake County.

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Page Two
August 28, 1986
Mr. J. Burgess Winter
Kannecott Corporation

Kannecott's approval for the use of their canal will be a major contribution toward the orderly development of a large portion of West Valley City and a major area in Unincorporated Salt Lake County. We appreciate Kannecott's willingness to help with the development in this way.

Sincerely,



Bart Barker, Chairman
Salt Lake County Commission

BD/sc
cc: Mr. Earl Tingey
Mr. Grag Doyce

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CL. HENNINGER

PK 7322 PFD 8650

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West Valley City

Attachment B

August 25, 1986

J. Burgess Winter
Vice President/General Manager
Utah Copper Division
Kennecott Copper Corp.
P.O. Box 525
Bingham Canyon, UT 84006-0525

4008 DOPK
CL REVISION

RE: Agreement for use of Riter Canal for
Storm Water Purposes

Dear Mr. Winter:

Salt Lake County has been negotiating with representatives of Kennecott for several years regarding the use of the Riter Canal to carry storm water from areas of West Valley City and unincorporated Salt Lake County. These negotiations have come to a point where we believe a workable agreement can be completed.

We hereby request that Kennecott formerly consider proceeding with an agreement for the use of the Riter Canal as a basis for the orderly development of areas in West Valley City and Salt Lake County north of 3100 South Street and west of 4000 West. This large area is expected to develop in a combination of residential and commercial land uses, in keeping with the West Valley City and Salt Lake County Master Plans for future development. Use of the Riter Canal will save millions of dollars in storm drain or open channel construction, which would otherwise be required to drain this large area.

Currently, Salt Lake County maintains the major drainage facilities in this area and those which drain the discharge from Kennecott's operations in the Magna area.

As part of the processing of this agreement, in addition to West Valley City's use of the canal along with the unincorporated areas of Salt Lake County, permits will be issued to Kennecott for the continued discharge of storm water and process water into the storm drainage system maintained by Salt Lake County. The conclusion of the proposed agreement is of major importance and benefit to Kennecott, West Valley City, and Salt Lake County.

J. Burgess Winter

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CL REVISION

J. Burgess Winter
August 25, 1986
Page 2

Kennecott's approval for the use of their canal will be a major contribution toward the orderly development of a large portion of West Valley City and of the unincorporated Salt Lake County area. We appreciate Kennecott's willingness to help with the development of this area of the valley.

Very truly yours,

Michael A. Embley

MICHAEL EMBLEY
MAYOR OF WEST VALLEY CITY

ME:LRW:mw

cc: Commissioner Bart Barker,
Salt Lake County Commission

POOR COPY -
SAL. RECORDER

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DUPLICATE RECEIPT
4700402
10 NOVEMBER 88 10:15 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
SALT LAKE COUNTY REAL ESTATE
REC BY JEDD BOGENSCHUTZ, DEPUTY

REC-1008-1198

EXHIBIT "B"

Description of Flood Control Easement

SEGMENT A (3600 West to West Side of Bangerter Highway)

Beginning at a point on the south side of the Kennecott Riter Canal property as described on Book 5006, Page 754 of the Salt Lake County Recorder's Office, said point also being on the west side of the West Valley Highway (now known as the Bangerter Highway), said point of beginning also being South 89°54'41" East 1232.274 feet along the Section line and North 229.557 feet from the Southwest Corner of Section 20, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running thence

South 84°20'26" East 453.312 feet; thence

South 83°02'24" East 653.799 feet; thence

South 81°10'29" East 169.822 feet; thence

South 11°16'10" East 69.998 feet; thence

South 15°21'28" West 82.992 feet; thence

South 00°09'16" East 2543.110 feet to the North line of 3100 South Street (a 66 foot wide right of way); thence

North 89°59'23" East 78.489 feet along said North line to a point on the West line of 3600 West Street (a 66 foot wide right of way); thence

North 00°09'17" West 38.376 feet along said West line; thence

North 47°53'20" West 31.665 feet; thence

North 00°09'40" West 2411.338 feet; thence

North 08°40'00" East 115.100 feet; thence

North 89°50'43" East 44.058 feet to a point on said West line of 3600 West Street; thence along said West line

North 00°09'17" West 24.397 feet and

North 00°02'32" West 142.603 feet; thence

South 89°57'28" West 107.939 feet; thence

North 79°08'08" West 161.180 feet; thence

North 83°02'24" West 656.168 feet; thence

North 84°20'26" West 407.091 feet to the west line of the Bangerter Highway according to a boundary agreement line shown on Book 6409, Page 693 of said Recorder's Office; thence along said agreement line for the following five courses:

1. South 25°32'03" East 16.314 feet,

2. South 33°14'24" West 49.204 feet,

3. North 83°21'06" West 32.420 feet,

4. South 06°38'54" West 1.750 feet, and

5. South 07°04'18" West 6.250 feet to the point of beginning.

Containing 240800 sq ft or 5.528 acres, more or less.

The granting of the easement for Segment A, as described above, is subject, without limitation, to the Bangerter Highway and Parkway Boulevard (2700 South). Kennecott claims no right, title, or interest in the Bangerter Highway or Parkway Boulevard (2700 South).

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SEGMENT B (West Side of Bangerter Highway to East Side of 5600 West)

Beginning at a point North 89°48'09" East 33.00 feet and North 00°13'50" East 1430.688 feet along the east right of way line of 5600 West Street from the Southwest Corner of Section 24, Township 1 South, Range 2 West, Salt Lake Meridian and running thence along the southerly line of the Kennecott Riter Canal property for the following twenty-two courses:

1. South 81°25'42" East 219.775 feet,
2. North 82°01'36" East 282.880 feet,
3. North 82°44'19" East 273.525 feet,
4. South 88°20'40" East 291.325 feet,
5. South 83°23'43" East 224.405 feet,
6. South 79°56'11" East 482.216 feet,
7. South 78°48'11" East 197.281 feet,
8. South 87°05'05" East 1702.277 feet,
9. South 88°42'09" East 545.515 feet,
10. North 88°49'17" East 612.241 feet,
11. South 72°50'11" East 798.086 feet,
12. South 68°03'50" East 471.375 feet,
13. South 44°55'43" East 821.188 feet,
14. South 63°49'09" East 458.056 feet,
15. South 73°56'34" East 607.822 feet,
16. South 75°43'41" East 304.525 feet,
17. North 78°09'33" East 459.087 feet,
18. North 80°39'24" East 720.028 feet,
19. North 81°44'01" East 710.450 feet,
20. North 84°43'15" East 891.600 feet,
21. North 86°23'15" East 1100.239 feet,
22. South 84°20'26" East 73.558 feet to a right of way and boundary agreement line recorded as entry number 5196778, Book 6409, Page 693 of the Salt Lake County Recorder's Office; thence along said agreement line forming the westerly line of the West Valley Highway (now known as the Bangerter Highway), a 150 foot wide limited access road for the following five courses:

1. North 07°04'18" East 6.250 feet,
2. North 06°38'54" East 1.750 feet,
3. South 83°21'06" East 32.420 feet,
4. North 33°14'24" East 49.204 feet,
5. North 25°32'03" West 16.314 feet; thence westerly along the northerly line of said Riter Canal property for the following twenty-four courses:

1. North 84°20'26" West 125.775 feet,
2. South 86°23'15" West 1106.475 feet,
3. South 84°43'15" West 894.182 feet,
4. South 81°44'01" West 712.708 feet,

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NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
REC BY:V ASHBY DEPUTY - WI

5. South 80°39'24" West 720.728 feet,
6. South 79°24'25" West 443.813 feet,
7. North 75°43'41" West 286.898 feet,
8. North 73°56'34" West 599.971 feet,
9. North 63°49'09" West 438.940 feet,
10. North 44°55'43" West 824.064 feet,
11. North 68°03'50" West 489.846 feet,
12. North 72°50'11" West 813.302 feet,
13. South 88°49'17" West 622.101 feet,
14. North 87°07'39" West 532.413 feet,
15. North 86°54'59" West 1705.059 feet,
16. North 78°48'11" West 191.470 feet,
17. North 79°56'11" West 486.038 feet,
18. North 83°23'43" West 231.370 feet,
19. North 88°20'40" West 302.841 feet,
20. South 82°44'19" West 281.965 feet,
21. South 80°00'07" West 274.424 feet,
22. North 84°02'01" West 204.108 feet,
23. North 81°25'42" West 10.996 feet,
24. South 00°13'50" West 75.802 feet along said east right of way line to the point of beginning. Containing 952673 square feet, or 21.870 acres, more or less.

SEGMENT C (East Side of 5600 West to West Side of 7200 West)

50 feet more or less, less if Kennecott's rights are less than 50 feet, to either side of the centerline of the Riter Canal, as it presently exists between the east side of 5600 West and the west side of 7200 West.

Within one year from the date of this Agreement, the County agrees to make a metes and bounds survey of the Riter Canal between the west side of 5600 West and the east side of 7200 West. Such metes and bounds description shall be substituted for the foregoing description pursuant to a written amendment to this Agreement to be executed by Kennecott, the County, and the City.

The granting of the easement for Segment C, as described above or as to be described in any metes and bounds description which may hereafter be substituted, is subject, without limitation, to 5600 West and 7200 West. Kennecott claims no right, title, or interest in 5600 West or 7200 West.