

File # 10-239

Ordin. # _____

Resol. # 10-197

Item # _____

Other _____

After Recording Return To:

Suburban Land Reserve
5 Triad Center, Suite 375
Salt Lake City, UT 84180
Attn: President

A portion of Tax Parcel No. 14-24-400-007

REPLACEMENT EASEMENT AGREEMENT
(KENNECOTT UTAH COPPER)

This Replacement Easement Agreement (the "Agreement") is hereby made and entered into this 24th day of June, 2010, by and between SUBURBAN LAND RESERVE, INC., a Utah corporation ("SLR"), and KENNECOTT UTAH COPPER LLC, a Utah limited liability company ("Kennecott").

Recitals:

A. SLR has acquired by deed, all right title and interest of Zions Securities Corporation, a Utah corporation ("Zions"), in and to all real property which is the subject of this Agreement and all rights of Zions, either for itself directly or as the successor interest by merger to Beneficial Development Company ("BDC"), under any and all agreements referenced in this Agreement.

B. Pursuant to a quit-claim deed (the "1996 Deed") dated January 30, 1996, and recorded on February 1, 1996, as Entry No. 6271172, in Book 7322, at Page 0866, of the official records of the Salt Lake County Recorder, Kennecott deeded to BDC, a certain tract of land (the "Canal Lands") in Salt Lake County, State of Utah. The Riter Canal and the Kennecott Canal (collectively the "1996 Canals") were located on the Canal Lands as of the date of the 1996 Deed.

C. This Agreement is being provided in accordance with an agreement dated October 4, 1995 by and between Kennecott, Salt Lake County, West Valley City, and ZSC, as successor in interest by merger to BDC. (the "Kennecott Agreement")

D. In conjunction with the delivery by Kennecott to BDC of the 1996 Deed, BDC granted to Kennecott an easement (the "Canal Easement") to use the 1996 Canals pursuant to that certain Canal Easement Agreement dated January 30, 1996, and recorded on February 1, 1996, as Entry No. 6271173, in Book 7322, at Page 0872, of the official records of the Salt Lake County Recorder, State of Utah.

11187783
05/25/2011 01:30 PM \$0.00
Book - 9926 Pg - 5553-5569
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
WEST VALLEY CITY
3600 CONSTITUTION BLVD
WVC UT 84119-3720
BY: JCR, DEPUTY - WI 17 P. BK 9926 PG 5553

E. As evidenced by documents recorded in the office of the Salt Lake County Recorder, State of Utah, a portion of the Canal Easement has been previously terminated in exchange for a permanent replacement canal granted pursuant to that certain Replacement Canal Easement Agreement between Zions and Kennecott dated January 29, 1997 and recorded February 11, 1997 as Entry No. 6570082 in Book 7596 beginning at Page 1969 in the office of the Salt Lake County Recorder, State of Utah.

F. Construction of those portions of the Canal Easement which were are to be relocated or otherwise improved has been completed and the parties desire to complete the replacement of the Canal Easement with the "Replacement Canal" pursuant to this Agreement and as contemplated by the Kennecott Agreement.

G. As contemplated by the Kennecott Agreement, Kennecott has agreed to terminate the remaining portion of the Canal Easement and the related portion of the Canal Lands in exchange for a replacement easement (the "Replacement Easement") at the location of the Replacement Canal.

H. This Agreement contains the grant of the Replacement Easement and in conjunction with the execution of this Agreement, Kennecott is executing a separate termination agreement pursuant to which it is terminating the remaining portion of the Canal Easement.

NOW, THERFORE, for the good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, between SLR and Kennecott agree as follows:

1. Replacement Canal Land. The land (the "Replacement Canal Land") over which the Replacement Easement is located in Salt Lake County, State of Utah, and is specifically described on Exhibit A, which is attached hereto and by this reference made a part hereof. The metes and bounds description in Exhibit A is qualified and modified by the actual physical boundaries of the Replacement Canal only at those locations where the Replacement Canal has a Soft Edge, as are defined below. The metes and bounds description in Exhibit A describes the actual boundary of the Replacement Canal at those locations where the Replacement Canal has a Hard Edge, as defined below.

2. Replacement Canal. A site plan (the "Site Plan") showing the location of the Replacement Canal Land is attached hereto as Exhibit B which is attached hereto and by this reference made a part hereof. The Replacement Canal is bounded:

a. At certain locations by a hard edge or bank (meaning an edge or bank which is made of soil cement or other materials) ("Hard Edge"); and

- b. At certain locations by a soft edge or bank (meaning an edge or bank which is not made of soil cement or other hard materials) (“Soft Edge”).

At those locations where the Replacement Canal is bounded by a Hard Edge, the Replacement Canal and the Replacement Canal Land are intended to extend to the surface of the Hard Edge which is most distant from the center of the Replacement Canal. At those locations where the Replacement Canal is bounded by a Soft Edge, the Replacement Canal is intended to extend to the land elevation equal to the Non-storm Normal Water Surface. (The elevation of the Non-storm Normal Water Surface varies at different locations along the Replacement Canal.) At those locations where the Replacement Canal is bounded by a Soft Edge, the Replacement Canal Land extends to the location of the boundary as described in the legal description set forth on Exhibit A.

3. Grant of Replacement Easement. SLR hereby grants, conveys, and warrants, subject to the Permitted Exceptions set forth on Exhibit C, which is attached hereto and by this reference made a part hereof, against all claiming by, through, or under it, to Kennecott, its successors and assigns, a perpetual, nonexclusive easement (the “Replacement Easement”) to use the Replacement Canal for the open channel transportation of water over and across the Replacement Canal Land; provided, however, that the right to use the Replacement Canal Land for the transportation of water shall be limited to those portions of the Replacement Canal Land which are, as of the date of this Agreement, designed for and being used for the transportation of water and the term “Replacement Canal,” as used herein is intended to refer to such portions of the Replacement Canal Land. No party shall have the right to modify the Replacement Canal or otherwise restrict the portions of the Replacement Canal Land used for the transportation of water without the express, prior written consent of Kennecott.

4. Easement for Access and Maintenance. SLR hereby grants, conveys, and warrants against all claiming by, through, or under it, to Kennecott, its successors and assigns, a perpetual, nonexclusive easement for the purpose of access to, inspection of and the maintenance of the Canal, which easements shall be located:

- a. Over and across all portions of the Replacement Canal Land which is not part of the Replacement Canal and, therefore, being used for the open channel transportation of water; and

- b. Over and across all portions of the real property described on Exhibit D, which is attached hereto and by this reference made a part hereof and which is identified on the Site Plan as “Easement Parcel A.”

5. Temporary Access Easement. SLR hereby grants, conveys, and warrants, against all claiming by, through, or under it, to Kennecott, its successors and assigns, a temporary,

nonexclusive easement for access to Easement Parcel A, over the parcel of real property described on Exhibit E, which is attached hereto and by this reference made a part hereof, and generally depicted as the "Temporary Access Easement" on the Site Plan, which easement shall be used for vehicular access from Lake Park Boulevard to and from Easement Parcel A. The Temporary Access Easement shall automatically terminate at such time as Kennecott shall have access to Easement Parcel A from a dedicated public street or a perpetual, non-exclusive easement which provides reasonably equivalent access.

6. Restrictions on Introduction of Water Into Replacement Canal.

a. The amount of water which may be introduced by Kennecott into the Replacement Canal shall be as granted pursuant to that certain Replacement Easement Agreement dated January 29, 1997 and recorded February 11, 1997 as Entry No. 6570081 in Book 7596 beginning at Page 1969 (the "1997 Agreement") which provides that at the eastern boundary of the Land (the "Eastern Boundary" as defined in the 1997 Agreement) the water introduced shall not exceed 100 cubic feet per second. Kennecott agrees that the introduction by it of water at the Eastern Boundary shall only be through a pipe at the location on the Eastern Boundary where the Riter Canal connects to the Replacement Canal granted pursuant to the 1997 Agreement and that Kennecott shall not replace the existing pipe through which water is introduced into the Replacement Canal from the Riter Canal with a pipe which is significantly greater than the size reasonably necessary to accommodate 100 cubic feet per second.

Kennecott acknowledges that it presently does not have any need to introduce more than 68 cubic feet per second of water into the Replacement Canal at the Eastern Boundary and that it will not introduce any more than 68 cubic feet per second into the Replacement Canal without giving the other parties to this Agreement a minimum of 120 days advance written notice of such intent.

b. Kennecott may not introduce any water into the Replacement Canal except at the Eastern Boundary. For purposes of the preceding sentence, storm water introduced by the County or the City at locations other than the Eastern Boundary shall not be deemed introduced by Kennecott, even though Kennecott may claim some rights in such water.

c. SLR continues to have the measurement obligations set forth in Section 6.f of the Kennecott Agreement relating to all water described in this Section 5.

7. Absence of Representations and Warranties: Maintenance.

a. This Agreement does not contain any representations or warranties, express or implied, with respect to the condition, fitness, or suitability of the Replacement Canal. The Replacement Easement and this Agreement do not impose any obligation on SLR or Kennecott to maintain the Replacement Canal. The obligations for the benefit of Kennecott with respect to maintenance of the Replacement Canal are set forth in the Kennecott Agreement.

b. Without imposing any duty to do so, SLR, Kennecott, West Valley City or Salt Lake County shall have the right to make material or non-material changes to the Replacement Canal or its banks that are required for safety reasons or which may be required by law, rule, order or regulation of any federal, state or local governmental authority, provided, that (i) prior to making such changes, written notice of the proposed change and reasonable specifications for the design and construction of such changes shall have been provided to all other parties, (ii) such changes shall be made in such a way at such times as shall not interfere with the flow of water in the Replacement Canal, (iii) once commenced, the changes shall be diligently prosecuted to completion, (iv) any and all costs and expenses incurred in making such changes shall be paid by the party making such changes, and (v) the party making the changes shall indemnify and hold harmless all other parties from any and all costs and expenses which may be incurred by reason of the changes.

8. Reservation of Bridge Easements. SLR does hereby reserve unto itself and to its successors and assigns, the right, which right may be extended to others in SLR's sole discretion, to construct, maintain and use a bridge for pedestrian and vehicular traffic over the Canal at the locations shown on the Site Plan as "Bridge Easement 1" and "Bridge Easement 2." The location of Bridge Easement 1 is specifically described on Exhibit F, which is attached hereto and by this reference made a part hereof. The location of Bridge Easement 2 is generally depicted on the Site Plan. The dimensions of the Bridge Easement 2 shall be as reasonably necessary for maintenance and use of the bridge currently constructed at the location shown on The Site Plan. Grantor reserves the right to cause any bridge constructed within a Bridge Easement to be dedicated to West Valley City for use as a public roadway and the easement herein reserved shall be terminated upon dedication.

9. Covenants Running with the Land. The Replacement Easement and this Agreement shall constitute covenants running with the land.

10. Amendments. No amendment, waiver, or modification of the terms and provisions contained in this Agreement shall be valid or binding unless in writing and executed by the party to be bound thereby.

11. Severability. If any provision of this Agreement shall be held invalid, illegal, or unenforceable, it shall not affect or impair the validity, legality, or enforceability of any other provision of this Agreement, and there shall be substituted for the affected provision a valid and enforceable provision as similar as possible to the affected provision.

12. Binding Effect. This Agreement shall be binding upon and inure to the benefit of SLR and Kennecott, and their successors and assigns.

13. Captions. All headings and captions used herein are for convenience only and are of no meaning in the interpretation of effect of this Agreement.

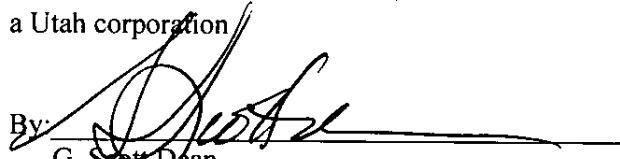
14. Applicable Law. This Agreement shall be interpreted and enforced according to the laws of the State of Utah.

[signature pages follow immediately]

SIGNATURE PAGE
TO
REPLACEMENT EASEMENT AGREEMENT

IN WITNESS WHEREOF, SLR and Kennecott have executed this Agreement.


SUBURBAN LAND RESERVE, INC.
a Utah corporation

By: 
G. Scott Dean
Its: President

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

The foregoing instrument was acknowledged before me this 28th day of June, 2010, by G. Scott Dean, as President of Suburban Land Reserve, Inc., a Utah corporation.




NOTARY PUBLIC
Residing at 5 Triad Center, Suite 325
My Commission Expires 05/01/2012

SIGNATURE PAGE
TO
REPLACEMENT EASEMENT AGREEMENT

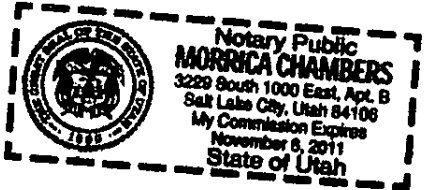
IN WITNESS WHEREOF, SLR and Kennecott have executed this Agreement.

KENNECOTT UTAH COPPER LLC,
a Utah limited liability company

SLR
By: *[Signature]*
Its: VP PROTECT + EXPANSION

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

The foregoing instrument was acknowledged before me this 17 day of June, 2010,
by Brendan Ryan, as VP Projects + Expansion of
KENNECOTT UTAH COPPER LLC, a Utah limited liability company.



Morrica Chambers
NOTARY PUBLIC
Residing at Salt Lake County
My Commission Expires 11/8/11

EXHIBIT A
TO
REPLACEMENT EASEMENT AGREEMENT

[Legal Description of Replacement Canal Land]

A permanent, non-exclusive easement located in the South Half of Section 24, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, more particularly described as follows:

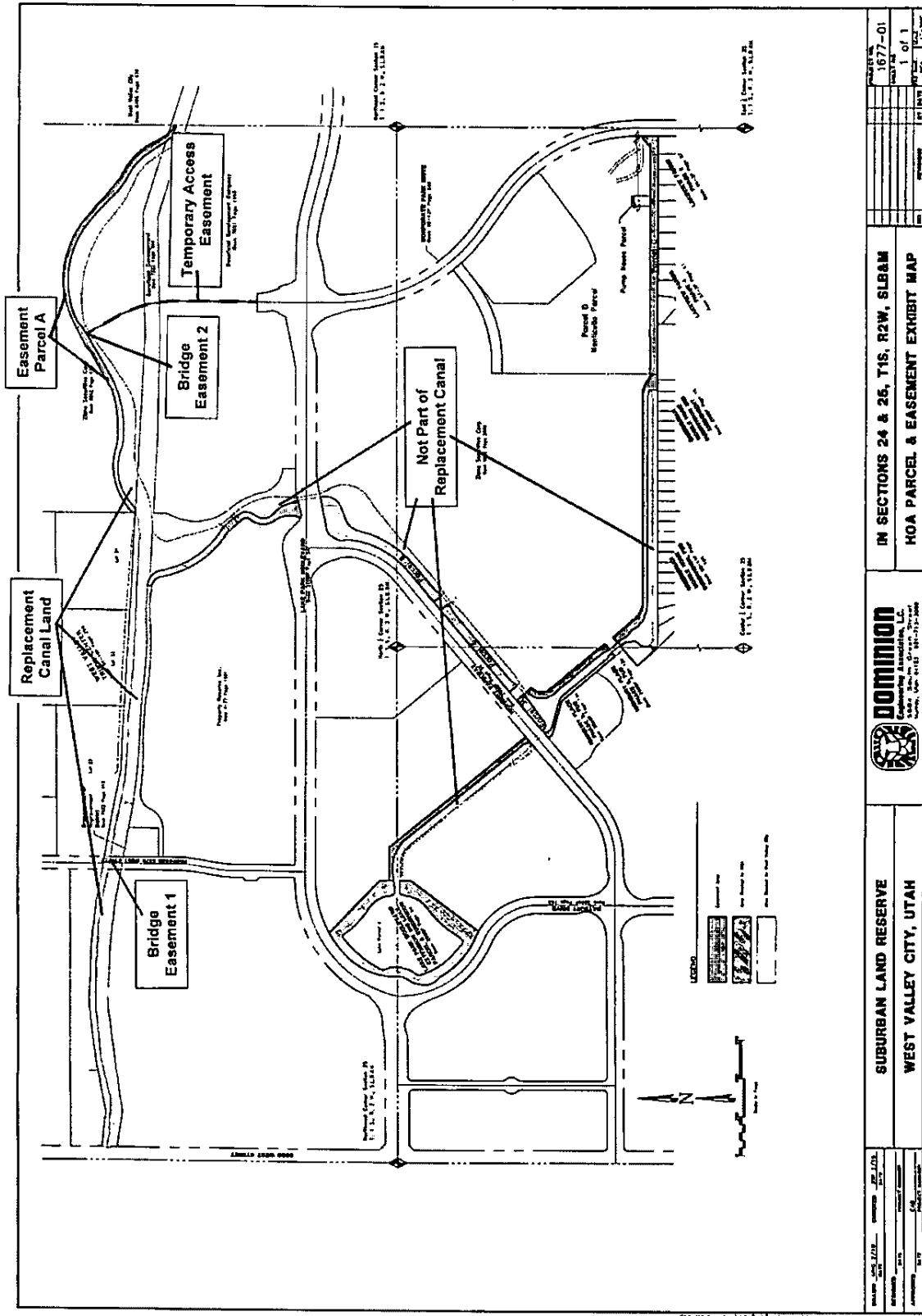
BEGINNING at a point on the east right-of-way line of 5600 West Street, said point being North 00°13'50" East 1,425.68 feet along the west line of Section 24, Township 1 South, Range 2 West, Salt Lake Base and Meridian and East 67.00 feet from the Southwest Corner of said Section 24, and thence along said east line North 00°13'50" East 76.90 feet to the northerly line of the Riter Canal, described in that certain Quit Claim Deed recorded February 01, 1996 as Entry No. 6271172 in Book 7322 at Page 866 of the Salt Lake County records; thence along said northerly line the following six courses: 1) South 84°02'01" East 180.79 feet, 2) North 80°00'07" East 274.42 feet, 3) North 82°44'19" East 281.97 feet, 4) South 88°20'40" East 302.84 feet, 5) South 83°23'43" East 231.37 feet, 6) South 79°56'42" East 486.95 feet, 7) South 78°48'11" East 191.47 feet and 8) South 86°54'59" East 1,342.65 feet to a point on the back of an existing concrete wall; thence along the back of said wall the following twenty-one (21) courses: 1) North 51°02'12" East 43.19 feet to a point of tangency of a 282.10 foot radius curve to the right, 2) Easterly 278.12 feet along said curve through a central angle of 56°29'16" and a long chord of North 79°16'50" East 266.99 feet, 3) South 72°28'32" East 25.43 feet to a point of tangency of a 142.00 foot radius curve to the left, 4) Easterly 39.29 feet along said curve through a central angle of 15°51'14" and a long chord of South 80°24'09" East 39.17 feet, 5) South 88°19'46" East 49.32 feet to a point of tangency of a 560.90 foot radius curve to the left, 6) Easterly 310.51 feet along said curve through a central angle of 31°43'05" and a long chord of North 75°48'41" East 306.56 feet, 7) North 59°57'09" East 176.79 feet, 8) North 71°08'09" East 7.46 feet, 9) North 59°07'33" East 85.71 feet, 10) North 46°04'28" East 23.34 feet to a point of tangency of a 5.00 foot radius curve to the right, 11) Northeasterly 1.37 feet along said curve through a central angle of 15°44'57" and a long chord of North 53°56'57" East 1.37 feet to a point of compound curvature of a 465.97 foot radius curve to the right, 12) Easterly 552.82 feet along said curve through a central angle of 67°58'26" and a long chord of South 84°11'22" East 520.96 feet, 13) South 50°12'09" East 67.93 feet, 14) South 45°55'22" East 145.31 feet to a point of tangency of a 5.00 foot radius curve to the left, 15) Southeasterly 0.42 feet along said curve through a central angle of 04°45'42" and a long chord of South 48°18'13" East 0.42 feet to a point of compound curvature of a 511.09 foot radius curve to the left, 16) Southeasterly 98.01 feet along said curve through a central angle of 10°59'13" and a long chord of South 56°10'40" East 97.85 feet to a point of compound curvature of a 5.00 foot radius curve to the left, 17) Southeasterly

0.23 feet along said curve through a central angle of $02^{\circ}38'42''$ and a long chord of South $62^{\circ}59'37''$ East 0.23 feet to a point of reverse curvature of a 288.22 foot radius curve to the right, 18) Southeasterly 123.67 feet along said curve through a central angle of $24^{\circ}35'03''$ and a long chord of South $52^{\circ}01'26''$ East 122.72 feet to a point of compound curvature of a 15.00 foot radius curve to the right, 19) Southeasterly 1.24 feet along said curve through a central angle of $04^{\circ}44'28''$ and a long chord of South $37^{\circ}21'41''$ East 1.24 feet, 20) South $34^{\circ}59'27''$ East 128.65 feet to a point of tangency of a 185.00 foot radius curve to the left and 21) Southeasterly 29.81 feet along said curve through a central angle of $09^{\circ}13'53''$ and a long chord of South $39^{\circ}36'24''$ East 29.78 feet to a point of compound curvature of a 80.00 foot radius curve to the left; thence continuing along said wall and the easterly extension thereof Southeasterly 39.68 feet along said curve through a central angle of $28^{\circ}25'19''$ and a long chord of South $58^{\circ}26'00''$ East 39.28 feet; thence South $72^{\circ}38'39''$ East 34.14 feet to the east line of said Section 24; thence along said east line South $00^{\circ}00'27''$ East 42.31 feet to a point on the arc of a 49.80 foot radius non-tangent curve to the right, the center of which bears North $09^{\circ}13'18''$ East; thence Westerly 7.07 feet along said curve through a central angle of $08^{\circ}08'04''$ and a long chord of North $76^{\circ}42'40''$ West 7.06 feet; thence North $72^{\circ}38'39''$ West 29.51 feet to a point of tangency of a 158.50 foot radius curve to the right; thence along the back of an existing concrete wall the following seventeen (17) courses: 1) Northwesterly 111.23 feet along said curve through a central angle of $40^{\circ}12'33''$ and a long chord of North $52^{\circ}32'23''$ West 108.96 feet to a point of reverse curvature of a 1,685.33 foot radius curve to the left, 2) Northwesterly 114.47 feet along said curve through a central angle of $03^{\circ}53'30''$ and a long chord of North $34^{\circ}22'51''$ West 114.44 feet to a point of compound curvature of a 221.50 foot radius curve to the left, 3) Northwesterly 78.35 feet along said curve through a central angle of $20^{\circ}16'05''$ and a long chord of North $46^{\circ}27'38''$ West 77.95 feet to a point of compound curvature of a 289.00 foot radius curve to the left, 4) Northwesterly 60.02 feet along said curve through a central angle of $11^{\circ}54'00''$ and a long chord of North $62^{\circ}32'41''$ West 59.92 feet to a point of reverse curvature of a 535.00 foot radius curve to the right, 5) Northwesterly 160.06 feet along said curve through a central angle of $17^{\circ}08'30''$ and a long chord of North $59^{\circ}55'26''$ West 159.46 feet, 6) North $51^{\circ}21'11''$ West 86.52 feet to a point of tangency of a 511.50 foot radius curve to the left, 7) Northwesterly 78.83 feet along said curve through a central angle of $08^{\circ}49'48''$ and a long chord of North $55^{\circ}46'05''$ West 78.75 feet to a point of compound curvature of a 631.39 foot radius curve to the left, 8) Westerly 468.83 feet along said curve through a central angle of $42^{\circ}32'39''$ and a long chord of North $81^{\circ}27'19''$ West 458.14 feet to a point of compound curvature of a 5.00 foot radius curve to the left, 9) Westerly 1.59 feet along said curve through a central angle of $18^{\circ}15'48''$ and a long chord of South $68^{\circ}08'28''$ West 1.59 feet, 10) South $59^{\circ}00'34''$ West 86.68 feet, 11) South $49^{\circ}13'00''$ West 7.60 feet, 12) South $53^{\circ}36'49''$ West 129.80 feet, 13) South $56^{\circ}29'51''$ West 147.35 feet to a point of tangency of a 298.00 foot radius curve to the right, 14) Westerly 183.98 feet along said curve through a central angle of $35^{\circ}22'26''$ and a long chord of South $74^{\circ}11'04''$ West 181.07 feet, 15) North $88^{\circ}07'43''$ West 181.04 feet to a point of tangency of a 250.00 foot radius curve to the left, 16) Westerly 117.96 feet along

said curve through a central angle of 27°02'05" and a long chord of South 78°21'14" West 116.87 feet and 17) South 64°50'12" West 54.61 feet to a point of tangency of a 461.00 foot radius curve to the right; thence Westerly 308.90 feet along said curve through a central angle of 38°23'30" and a long chord of South 84°01'56" West 303.15 feet to a point of reverse curvature of a 100.00 foot radius curve to the left; thence Westerly 17.82 feet along said curve through a central angle of 10°12'40" and a long chord of North 81°52'39" West 17.80 feet; thence North 86°58'59" West 265.61 feet; thence along the back of an existing concrete wall the following sixteen (16) courses: 1) North 88°12'36" West 39.28 feet to a point of tangency of a 1,119.00 foot radius curve to the left, 2) Westerly 95.16 feet along said curve through a central angle of 04°52'21" and a long chord of South 89°21'13" West 95.13 feet to a point of reverse curvature of a 359.00 foot radius curve to the right, 3) Westerly 10.52 feet along said curve through a central angle of 01°40'45" and a long chord of South 87°45'26" West 10.52 feet to a point of compound curvature of a 1,835.97 foot radius curve to the right, 4) Westerly 18.77 feet along said curve through a central angle of 00°35'09" and a long chord of South 88°53'23" West 18.76 feet to a point of reverse curvature of a 3,653.00 foot radius curve to the left, 5) Westerly 6.15 feet along said curve through a central angle of 00°05'47" and a long chord of South 89°08'03" West 6.14 feet to a point of reverse curvature of a 2,566.99 foot radius curve to the right, 6) Westerly 54.93 feet along said curve through a central angle of 01°13'34" and a long chord of South 89°41'57" West 54.93 feet to a point of compound curvature of a 1,149.00 foot radius curve to the right, 7) Westerly 61.96 feet along said curve through a central angle of 03°05'22" and a long chord of North 88°08'35" West 61.95 feet, 8) North 86°35'54" West 19.12 feet to a point of tangency of a 3,589.24 foot radius curve to the right, 9) Westerly 37.12 feet along said curve through a central angle of 00°35'33" and a long chord of North 86°18'07" West 37.12 feet to a point of compound curvature of a 470.17 foot radius curve to the right, 10) Westerly 29.78 feet along said curve through a central angle of 03°37'45" and a long chord of North 84°11'29" West 29.78 feet, 11) North 83°16'34" West 52.78 feet, 12) North 86°29'57" West 162.80 feet, 13) North 87°02'19" West 160.86 feet to a point of tangency of a 1,520.00 foot radius curve to the right, 14) Westerly 113.07 feet along said curve through a central angle of 04°15'43" and a long chord of North 84°54'28" West 113.05 feet, 15) North 82°46'36" West 64.11 feet and 16) North 80°49'45" West 51.71 feet; thence South 11°11'49" West 4.42 feet to the southerly line of said Riter Canal; thence along said southerly line the following seven courses: 1) North 78°48'11" West 65.24 feet, 2) North 79°56'11" West 482.22 feet, 3) North 83°23'43" West 224.40 feet, 4) North 88°20'40" West 291.32 feet, 5) South 82°44'19" West 273.53 feet, 6) South 82°01'36" West 282.88 feet and 7) North 81°25'42" West 185.41 feet to the POINT OF BEGINNING.

[Contains 430,465 square feet or 9.88 acres, more or less.]
Ck by JRJ/JJB 1 April 2010

**EXHIBIT B
TO
REPLACEMENT EASEMENT AGREEMENT
[Site Plan]**



<p>DOMINION CONCRETE CONCRETE ASSOCIATION, L.C. 1000 N. 1000 E., SUITE 100 SALT LAKE CITY, UT 84143</p>	<p>IN SECTIONS 24 & 26, T1S, R2W, S18RM HOA PARCEL & EASEMENT EXHIBIT MAP</p>	<p>PROJECT NO. 1677-01 SHEET NO. 1 of 1 DATE 11/20/20</p>
<p>SUBURBAN LAND RESERVE WEST VALLEY CITY, UTAH</p>		

EXHIBIT C
TO
REPLACEMENT EASEMENT AGREEMENT

[Permitted Exceptions]

1. Subject to charges and assessments of West Valley City.
2. Subject to charges and assessments of Granger-Hunter Improvement District.
3. Easement in special Warranty Deed recorded December 14, 1979 as Entry No. 3377924 in Book 5006 at Page 709, Official Records.
4. Easement to Use Distribution System in favor of the North Jordan Irrigation Company and/or the State of Utah Board of Water Resources, recorded February 9, 1987 as Entry No. 4398608, in Book 5875, at Page 1781 of Official Records.
5. Right of Way Easement Agreement dated January 17, 1996, by and between Kennecott Utah Copper Corporation, and Salt Lake County, and West Valley City, recorded February 1, 1996 as Entry No. 6271171 of Official Records.
6. Farmland Assessment Act of 1969 disclosed by that certain Application for Taxation of Agricultural Land, dated December 22, 2000, and recorded December 28, 2000, as Entry No. 7788845, in Book 8411, at Page 2758, of Official Records.
7. Matters set forth and shown in that certain ALTA/ACSM Survey dated January 24, 2005, by Dominion Engineering Associates, L.C. as Job No. 892, certified by James V. Wehde, License No. 234551 filed in Book 82006-09 at Page 785, Official Records.

EXHIBIT D
TO
REPLACEMENT EASEMENT AGREEMENT

[Maintenance Easement]

Easement Parcel A:

A non-exclusive easement of varied width located in the Southeast Quarter of Section 24, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at the south east corner of West Valley Truck Center, a subdivision recorded October 25, 1999 as Entry No. 7496511 in Book 99-10P at Page 293 of the Salt Lake County records, said corner being North 89°48'43" East 666.81 feet along the south line of Section 24, Township 1 South, Range 2 West, Salt Lake Base and Meridian and North 1,327.44 feet from the South Quarter Corner of said Section 24, and thence along the east line of said subdivision North 00°05'12" East 15.20 feet; thence North 51°38'48" East 33.92 feet to a point of tangency of a 346.50 foot radius curve to the right; thence Easterly 330.06 feet along said curve through a central angle of 54°34'40" and a long chord of North 78°56'08" East 317.72 feet to a point of reverse curvature of a 210.00 foot radius curve to the left; thence Easterly 61.29 feet along said curve through a central angle of 16°43'20" and a long chord of South 82°08'12" East 61.07 feet; thence North 89°30'08" East 98.03 feet; thence North 82°13'24" East 72.62 feet; thence North 75°02'48" East 67.91 feet; thence North 60°22'41" East 222.38 feet; thence North 50°27'02" East 42.21 feet; thence North 64°21'53" East 148.40 feet to a point of tangency of a 480.00 foot radius curve to the right; thence Easterly 546.04 feet along said curve through a central angle of 65°10'43" and a long chord of South 83°02'46" East 517.07 feet; thence South 50°27'25" East 89.09 feet; thence South 47°02'35" East 78.50 feet; thence South 51°03'13" East 101.04 feet; thence South 60°59'42" East 58.08 feet to a point of tangency of a 318.22 foot radius curve to the right; thence Southeasterly 91.94 feet along said curve through a central angle of 16°33'16" and a long chord of South 52°43'04" East 91.62 feet; thence South 44°26'26" East 30.25 feet; thence South 39°09'26" East 31.90 feet; thence South 33°13'20" East 24.57 feet; thence South 28°08'30" East 46.23 feet; thence South 29°38'02" East 46.12 feet; thence South 41°33'48" East 43.19 feet; thence South 72°38'39" East 27.21 feet to the east line of said Section 24; thence along said east line South 00°00'27" East 10.48 feet; thence North 72°38'39" West 34.14 feet to a point of tangency of a 80.00 foot radius curve to the right; thence Northwesterly 39.68 feet along said curve through a central angle of 28°25'18" and a long chord of North 58°26'00" West 39.28 feet to a point of compound curvature of a 185.00 foot radius curve to the right; thence along the back of an existing concrete wall the following twenty-one courses: 1) Northwesterly 29.81 feet along said curve through a central angle of 09°13'53" and a long chord of North 39°36'24" West

29.77 feet, 2) North 34°59'27" West 128.65 feet to a point of tangency of a 15.00 foot radius curve to the left, 3) Northwesterly 1.24 feet along said curve through a central angle of 04°44'28" and a long chord of North 37°21'41" West 1.24 feet to a point of compound curvature of a 288.22 foot radius curve to the left, 4) Northwesterly 123.67 feet along said curve through a central angle of 24°35'03" and a long chord of North 52°01'26" West 122.72 feet to a point of reverse curvature of a 5.00 foot radius curve to the right, 5) Northwesterly 0.23 feet along said curve through a central angle of 02°38'42" and a long chord of North 62°59'37" West 0.23 feet to a point of compound curvature of a 511.09 foot radius curve to the right, 6) Northwesterly 98.00 feet along said curve through a central angle of 10°59'12" and a long chord of North 56°10'40" West 97.85 feet to a point of compound curvature of a 5.00 foot radius curve to the right, 7) Northwesterly 0.42 feet along said curve through a central angle of 04°45'42" and a long chord of North 48°18'13" West 0.42 feet, 8) North 45°55'22" West 145.31 feet, 9) North 50°12'09" West 67.93 feet to a point of tangency of a 465.97 foot radius curve to the left, 10) Westerly 552.81 feet along said curve through a central angle of 67°58'26" and a long chord of North 84°11'22" West 520.96 feet to a point of compound curvature of a 5.00 foot radius curve to the left, 11) Southwesterly 1.37 feet along said curve through a central angle of 15°44'57" and a long chord of South 53°56'57" West 1.37 feet, 12) South 46°04'28" West 23.34 feet, 13) South 59°07'33" West 85.71 feet, 14) South 71°08'09" West 7.46 feet, 15) South 59°57'09" West 176.79 feet to a point of tangency of a 560.90 foot radius curve to the right, 16) Westerly 310.51 feet along said curve through a central angle of 31°43'05" and a long chord of South 75°48'41" West 306.56 feet, 17) North 88°19'46" West 49.32 feet to a point of tangency of a 142.00 foot radius curve to the right, 18) Westerly 39.29 feet along said curve through a central angle of 15°51'14" and a long chord of North 80°24'09" West 39.17 feet, 19) North 72°28'32" West 25.43 feet to a point of tangency of a 282.10 foot radius curve to the left, 20) Westerly 278.12 feet along said curve through a central angle of 56°29'16" and a long chord of South 79°16'50" West 266.99 feet and 21) South 51°02'12" West 43.19 feet to the north line of the Riter Canal as described in that certain Quit Claim Deed recorded February 01, 1996 as Entry No. 6271172 in Book 7322 at Page 866 of said records; thence along said north line North 86°54'59" West 20.06 feet to the POINT OF BEGINNING.

[Contains 58,793 square feet or 1.35 acres, more or less.]

EXHIBIT E
TO
REPLACEMENT EASEMENT AGREEMENT

[Temporary Access Easement]

Temporary Access Easement:

A 10.00 foot wide, temporary, non-exclusive easement located in the Southeast Quarter of Section 24, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, lying 5.00 feet on each side of the following described centerline:

BEGINNING at a point on the northerly right-of-way line of Corporate Park Drive as it is depicted on the plat of Lake Park Boulevard Extension and Lake Parcel A Subdivision, recorded February 14, 2008 as Entry No. 10348266 in Book 2008P at Page 34 of the Salt Lake County records, said point being North 89°48'43" East 1,761.70 feet along the south line of Section 24, Township 1 South, Range 2 West, Salt Lake Base and Meridian and North 459.95 feet from the South Quarter Corner of said Section 24, and thence North 653.89 feet to a point of tangency of a 600.00 foot radius curve to the left; thence Northerly 315.42 feet along said curve through a central angle of 30°07'14" and a long chord of North 15°03'37" West 311.80 feet; thence North 30°07'14" West 181.89 feet to the POINT OF TERMINUS of the herein described centerline.

[Contains 9,010 square feet or 0.20 acres, more or less.]

EXHIBIT F
TO
REPLACEMENT EASEMENT AGREEMENT

[Bridge Easement 1]

Bridge Easement 1:

A parcel of land located in the Southwest Quarter of Section 24, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at a point on the west right-of-way line of the proposed 5370 West Street and the south line of the Riter Canal as described in that certain Quit Claim Deed recorded February 01, 1996 as Entry No. 6271172 in Book 7322 at Page 866 of the Salt Lake County records, said point being North 89°48'42" East 1,492.33 feet along the south line of Section 24, Township 1 South, Range 2 West, Salt Lake Base and Meridian and North 1,402.43 feet from the Southwest Corner of said Section 24, and thence along said west line North 00°06'42" East 96.51 feet to the north line of said canal; thence along said north line South 79°56'42" East 67.01 feet to the east right-of-way of said proposed street; thence along said east line South 00°06'42" West 96.52 feet to said south line of the Riter Canal; thence North 79°56'11" West 67.01 feet to the POINT OF BEGINNING.

[Contains 6,369 square feet or 0.15 acres, more or less.]