

WHEN RECORDED, MAIL TO:
Salt Lake City Corporation
Attn: Karryn Greenleaf
1530 South West Temple
Salt Lake City, Utah 84115

13975079 B: 11351 P: 1225 Total Pages: 14
06/24/2022 02:34 PM By: asteffensen Fees: \$0.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: SALT LAKE CITY CORPORATION
1530 S. WEST TEMPLE KARRYN GREENLEAF SALT LAKE CITY, UT 84115



Affects Tax Serial No. 07281010030000
Space above for County Recorder's Use

**REASSIGNMENT OF RIGHT-OF-WAY AND
EASEMENT AGREEMENT, ACCEPTANCE AND CONSENT**

This Reassignment of Right-of-Way and Easement Agreement, Acceptance and Consent (this "**Reassignment**") is made and entered into this ___ day of May, 2022 (the "**Effective Date**"), by and between the State of Utah, Division of Facilities Construction and Management, an agency of the State of Utah ("**DFCM**"); Salt Lake City Corporation, a Utah municipal corporation ("**City**"); Kennecott Utah Copper LLC, a Utah limited liability company ("**Kennecott**") and Salt Lake County, a body corporate and politic of the State of Utah ("**County**"). DFCM, City, Kennecott and County are sometimes referred to herein as a "**Party**," and collectively as the "**Parties**."

RECITALS

A. Property Reserve Inc. ("**PRI**"), as grantor, and Brighton North Point Irrigation Company, a Utah Corporation ("**Brighton**"), as grantee, entered into that certain Right-of-Way and Easement Agreement dated February 16, 1996, and recorded July 17, 1996, as Entry No. 6407862, Book 7445, Pages 0850-0856, in the Salt Lake County Recorder's Office (the "**Easement Agreement**") for an easement and right-of-way for the construction, installation and maintenance of a waterway and water lines upon, over, under and across PRI's lands as more particularly described in the Easement Agreement (the "**Brighton Easement**").

B. Brighton, DFCM and Kennecott, as successor to PRI, entered into that certain Partial Assignment of Right-of-Way and Easement Agreement, Acceptance and Consent dated April 1, 2019 and recorded April 23, 2019 as Entry No. 12972793 in Book 10772, Pages 5881-5888, in the Salt Lake County Recorder's Office (the "**First Assignment**") wherein Brighton assigned the portion of the Brighton Easement described on Exhibit "A" hereto and depicted on Exhibit "B" hereto (the "**DFCM Easement**") to DFCM.

C. At the time of recording the First Assignment, it was known that the DFCM Easement encumbered a portion of the "**Kennecott Lands**" (defined in the First Assignment).

D. Pursuant to Section 6 of the Easement Agreement, Brighton was required to obtain the prior written consent of Kennecott to the partial assignment to DFCM of the Easement Agreement with respect to the DFCM Easement, which Kennecott consented to in the First Assignment.

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E. Also pursuant to Section 6 of the Easement Agreement, DFCM is required to obtain the prior written consent of Kennecott to the reassignment to City of the Easement Agreement with respect to the DFCM Easement, which Kennecott consents to in this Reassignment.

F. Subsequent to recording the First Assignment, it was discovered that a segment of the DFCM Easement encumbers property owned by County, as depicted on Exhibit "C" hereto. Pursuant to Section 6 of the Easement Agreement, the prior written consent of the County, to the extent the County is a successor in interest to PRI, was required with respect to the First Assignment and with respect to this Reassignment.

G. In connection with the development of the north-west quadrant of Salt Lake City, the City desires to acquire certain easements on, over, and through portions of Kennecott Lands for storm and surface water drainage improvements and the Parties are willing to reassign and consent to the reassignment of the DFCM Easement to the City of a limited easement (hereinafter, as modified by this Reassignment, the "Easement"), more particularly described on Exhibit A and depicted on Exhibit B attached hereto and made a part hereof, subject to the terms and conditions of this Reassignment.

H. The City agrees, among other things, to limit use of the Easement for storm water management for the benefit of the Salt Lake City municipal storm water and flood control system and for the benefit of Kennecott Lands located in the vicinity of the Easement.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **ASSIGNMENT.** DFCM hereby conveys the Easement to the City and assigns DFCM's right, title and interest in the Easement Agreement as grantee to City with respect to the Easement. Provided, however, that notwithstanding anything in this Reassignment, the First Assignment and/or the Easement Agreement to the contrary, DFCM hereby reserves and retains for itself and its successors and assigns a non-exclusive, perpetual, non-terminable right to discharge storm water run-off and surface water drainage from the Utah State Correctional Facility and/or 8000 West into the Easement.

2. **ACCEPTANCE.** The City accepts the assignment of DFCM's right, title and interest in the Easement Agreement with respect to the DFCM Easement as set forth in Section 1. The City's acceptance is limited to the following conditions and no other duties or obligations shall apply to the City:

(a) The Easement is conveyed SUBJECT TO (a) all reservations, covenants, conditions, restrictions, encumbrances, easements, rights-of-way and other matters of record or which would be revealed by a diligent inspection or survey of the Easement; (b) all taxes and assessments for the current year and thereafter; (c) all federal, state and local zoning, building, subdivision, land sales, land use, ecology, environmental protection and other laws, ordinances rules and regulations of governmental authorities, including those of any and all regulatory agencies and administrative officials having or asserting jurisdiction over the Easement; (d) all matters that a physical inspection or accurate survey of the Easement would disclose; and (e) the reservations, covenants, conditions and restrictions set forth in this Reassignment.

(b) The City hereby covenants and agrees: (a) not to use or develop the Easement for any purpose other than for storm water management together with accessory and supporting uses and facilities; (b) that no portion of the Easement shall be used for residential housing or the placement or construction of any residential buildings, structures, or similar improvements; (c) to accept full responsibility for any maintenance of the Easement, as necessary or required in the City's sole discretion; and (d) to contain storm and surface waters managed by the City within the Easement and not on the Kennecott Lands.

(c) The City, County and DFCM are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. § 63G-7-101, et seq (the "Act"). To the extent not inconsistent with the terms of the Act, each Party is responsible for negligent acts committed by it or its agents, officials or employees on or related to the Easement arising prior to the Effective Date.

(d) Kennecott hereby reserves a perpetual right-of-way and easement on, over, across, through and under the Easement for (a) use, construction, improvement, maintenance, replacement, repair and protection of future and existing access roads for ingress and egress to the Kennecott Lands and for future and existing utilities for the benefit of the Kennecott Lands so long as such easement does not unreasonably interfere with the free flow of storm water managed by the City's Department of Public Utilities and that engineering plans for material changes to or installation of Kennecott's facilities have been reviewed and approved by the City's Department of Public Utilities which approval shall not be unreasonably withheld, delayed or conditioned; and (b) surface water drainage onto the Easement from the Kennecott Lands.

(e) The City hereby covenants and agrees that it is acquiring the Easement "AS IS AND WHERE IS, WITH ALL FAULTS," in its state and condition as of the Effective Date. The City hereby acknowledges and agrees there are no oral agreements, warranties or representations, collateral to or affecting the Easement by Kennecott, County, DFCM, any agent, employee or representative of Kennecott, County, DFCM or any third party. Kennecott, County or DFCM shall not be liable or bound in any manner by any oral or written statements, representations or information pertaining to the Easement furnished by any agent, employee, servant or other person. The City assumes all responsibility for all liabilities and damages caused by, relating to or arising out of any condition of the Easement or any liability relating thereto (including, without limitation, environmental investigation and remediation expenses), whether now existing or hereafter arising, and covenants and agrees to indemnify, defend and hold harmless Kennecott and its parents, affiliates, subsidiaries, and their respective officers, agents, directors, and employees and County and DFCM therefrom. The City further covenants and agrees not to sue Kennecott or its parents, affiliates, subsidiaries, and their respective officers, agents, directors, and employees, County or DFCM related to or arising out of the condition of the Easement or any liability relating thereto including, without limitation, the existence of Hazardous Substances (defined below) whatsoever, on, at, to, in, above, about, under, from or in the vicinity of the Easement. The term "Hazardous Substances" will mean and be interpreted broadly to include any material or substance that is defined, regulated or classified under any and all federal, state and local laws, orders, rules, regulations and requirements, including without limitation, as: (i) a "hazardous substance" pursuant to section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601(14), section 311 of the Federal Water Pollution Control Act, 33 U.S.C. § 1321, as now or hereafter amended; (ii) a "hazardous waste" pursuant to

section 1004 or section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6903, 6921, as now or hereafter amended; (iii) a toxic pollutant under section 307(a)(1) of the Federal Water Pollution Control Act, 33 U.S.C. § 1317(a)(1); (iv) a "hazardous air pollutant" under section 112 of the Clean Air Act, 42 U.S.C. § 7412, as now or hereafter amended; (v) a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. App. § 1802(4), as now or hereafter amended; (vi) a toxic or hazardous material or substance pursuant to regulations promulgated now or hereafter under the aforementioned laws or any state or local counterpart to any of the aforementioned laws; (vii) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances, or regulations, as now or as may be passed or promulgated in the future; or (viii) any substance or energy that after release into the environment and upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer, or genetic abnormalities. Hazardous Substances specifically includes asbestos, polychlorinated biphenyls, radioactive materials including naturally occurring radionuclides, petroleum and petroleum-based derivatives, and urea formaldehyde.

(f) The City hereby covenants and agrees that it has inspected the Easement with respect to environmental conditions and agrees that by accepting this Easement in such condition. Subject to the Act, the City hereby waives any and all rights to indemnification, express or implied, statutory or common law, it might otherwise have against Kennecott, County and DFCM relating to any such environmental contamination.

(g) The City and Kennecott expressly covenant and agree that the covenants and restrictions in this Easement shall benefit the Kennecott Lands and burden the Easement. The parties expressly covenant and agree that the covenants and restrictions in this Easement shall run with the land, and be binding not only on the City, but on any authorized successor in interest of the City, or any party taking title through the City. This Easement shall extend to and be binding upon, and every benefit and burden hereof shall inure to or apply against, the parties hereto and their respective successors and assigns.

(h) The Parties agree that the failure of a Party to insist upon the strict performance of any of the covenants, conditions and restrictions in this Easement shall not be construed as a waiver of any such covenants, conditions and restrictions or for any subsequent failure.

3. **ACKNOWLEDGMENTS.** City hereby acknowledges and agrees that: (a) Kennecott retains any and all rights, interests and benefits associated with the Brighton Easement and the Easement including, without limitation, the right to use and discharge water into the waterways and water lines; and (b) Kennecott as a shareholder in the Brighton and North Point Irrigation Company has the right to utilize the waterways, water lines, ditches and canals owned and managed by Brighton for drainage purposes.

4. **CONSENT BY KENNECOTT.** Subject to the terms and conditions of the First Assignment and this Reassignment, Kennecott hereby consents to the assignment of DFCM's interest in the Easement Agreement with respect to the Easement to City as set forth herein. In no event shall this Reassignment and/or Kennecott's consent to the assignment of DFCM's interest

in the Easement Agreement with respect to the Easement be construed in such a way as to hinder or interfere with Kennecott's use and development of the Kennecott Lands except as expressly provided herein.

5. **RATIFICATION AND CONSENT BY COUNTY.** To the extent County is a successor-in-interest to PRI, it hereby ratifies the First Assignment and consents to this Reassignment.

6. **GENERAL PROVISIONS.**

(a) In the event of any conflict or inconsistency between the terms of this Reassignment and the terms of the First Assignment and/or Easement Agreement with respect to the Easement, the terms of this Reassignment will control. Except as set forth herein, all of the terms and conditions contained in the First Assignment and/or Easement Agreement shall remain the same and in full force and effect, and the Parties hereby ratify and reaffirm the First Assignment and Easement Agreement and agree to be bound by the First Assignment and Easement Agreement.

(b) If any provision of this Reassignment shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. ~~If a court finds that any provision of this Reassignment is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.~~

(c) The Parties shall not, by virtue of this Reassignment nor by the act of any Party, be deemed principal and agent, limited or general partners, joint venturers or of any other similar relationship of each other in the conduct of their respective businesses.

(d) This Reassignment shall be binding upon and shall inure to the benefit of the Parties hereto and their heirs, personal representatives, successors and assigns.

(e) Each Party, from time to time, shall execute, acknowledge, subscribe and deliver to or at the request of another Party such documents and further assurances as a Party may reasonably require for the purpose of evidencing, preserving or confirming the agreements contained herein.

(f) This Reassignment together with the First Assignment and Easement Agreement, sets forth the entire understanding of the Parties with respect to the matters set forth herein as of the date hereof, and supersedes all prior oral and written agreements, discussions and understandings of the Parties hereto as to the matters set forth herein, and cannot be altered or amended except pursuant to an instrument in writing signed by the Parties.

(g) This Reassignment shall be construed, administered and enforced according to the laws of the State of Utah.

(h) Each individual executing this Reassignment represents and warrants: (i) that he or she is authorized to do so on behalf of the respective Party to this Reassignment; (ii) that he or she has full legal power and authority to bind the respective Party in accordance with the

terms herein and, if necessary, has obtained all required consents or delegations of such power and authority; and (iii) that the execution, delivery, and performance by the respective Party of this Reassignment will not constitute a default under any agreement to which such Party is a party.

(i) This Reassignment may be executed in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Reassignment as of the dates below written to be effective as of the Effective Date.

DFCM:

STATE OF UTAH DIVISION OF FACILITIES
CONSTRUCTION AND MANAGEMENT, an
agency of the State of Utah

Date: May 24, 2022

By: James R. Russell
James R. Russell, Director

APPROVED AS TO FORM
/S/ Mike Kelley
Assistant Attorney General

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

The foregoing instrument was acknowledged before me this ___ day of May, 2022, by James R. Russell, as Director of STATE OF UTAH, UTAH DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, an agency of the State of Utah.

[Signature]
NOTARY PUBLIC
Residing at: Salt Lake

My Commission Expires:
06/04/2024



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P.O. BOX 145515
SALT LAKE CITY, UTAH 84114-5515

Approved as to form:

Nicole Carlisle Squires
Digitally signed by Nicole Carlisle Squires
Date: 2022.06.13 18:44:57 -06'00'

KENNECOTT:

KENNECOTT UTAH COPPER LLC, a Utah limited liability company

Date: ~~May~~ June 15, 2022

By: [Signature]
Print Name: GABY POIRIER
Title: MD RTR

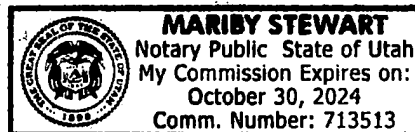
STATE OF UTAH)
) : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 15 day of ~~May~~ June, 2022, by Gaby Poirier, as Managing Director of KENNECOTT UTAH COPPER LLC, a Utah limited liability company.

[Signature]
NOTARY PUBLIC
Residing at: Salt Lake Utah

My Commission Expires:

30 Oct 2024



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CITY:

SALT LAKE CITY CORPORATION, a Utah municipal corporation

Date: ~~May~~ 23, 2022
June

By: Rachel Otto
Print Name: RACHEL OTTO
Title: ACTING MAYOR

ATTEST:

RECORDED

JUN 23 2022

CITY RECORDER

Cindy L. Trishman
City Recorder

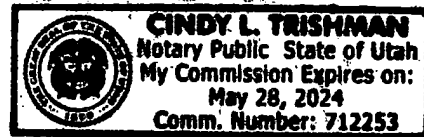
Approved as to form:
Salt Lake City Attorney's Office
ER Vetter
E. Russell Vetter

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

The foregoing instrument was acknowledged before me this 23 day of ~~May~~ June, 2022, by Rachel Otto, as Acting Mayor of SALT LAKE CITY CORPORATION, a Utah municipal corporation.

Cindy L. Trishman
NOTARY PUBLIC
Residing at: Salt Lake County

My Commission Expires:
May 2024



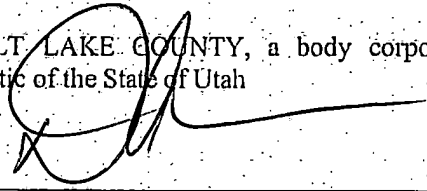
PROPERTY OF SALT LAKE
CITY RECORDER'S OFFICE
P.O. BOX 145515
SALT LAKE CITY, UTAH 84114-5515

COUNTY:

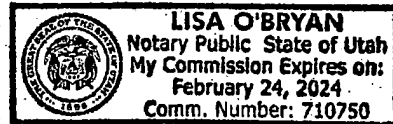
SALT LAKE COUNTY, a body corporate and politic of the State of Utah

Date: May 26 2022

By _____
Mayor or Designee



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



On this 26 day of May, 2022, personally appeared before me Darwin Casper, who being duly sworn, did say that s/he is the Deputy Mayor of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

Lisa O'Bryan
NOTARY PUBLIC
Residing in Salt Lake County

APPROVED AS TO FORM
District Attorney's Office

By: R. Christopher Preston
Attorney

R. CHRISTOPHER PRESTON

Date: 6/2/2022

EXHIBIT "A"
DFCM EASEMENT LEGAL DESCRIPTION

Brighton Drain Limits of Purchase
12/5/18

A 100.00 foot wide strip of land located in Sections 16, 17, 20, 21, 28, 29, 32 & 33, Township 1 North, Range 2 West, Salt Lake Base & Meridian, lying 50.00 feet on each side of the following described centerline:

Beginning at a point which is South 89°45'48" East 32.55 feet and South 00°14'12" West 22.82 feet from the Southwest Corner of said Section 28 (the basis of bearing being South 89°45'48" East 2633.90 feet between the monuments found marking the Southwest Corner and the South Quarter Corner of said Section 28), and running thence North 00°19'21" East 7851.21 feet; thence North 01°14'47" West 159.84 feet; thence North 00°17'03" East 6044.25 feet to the Point of Terminus.

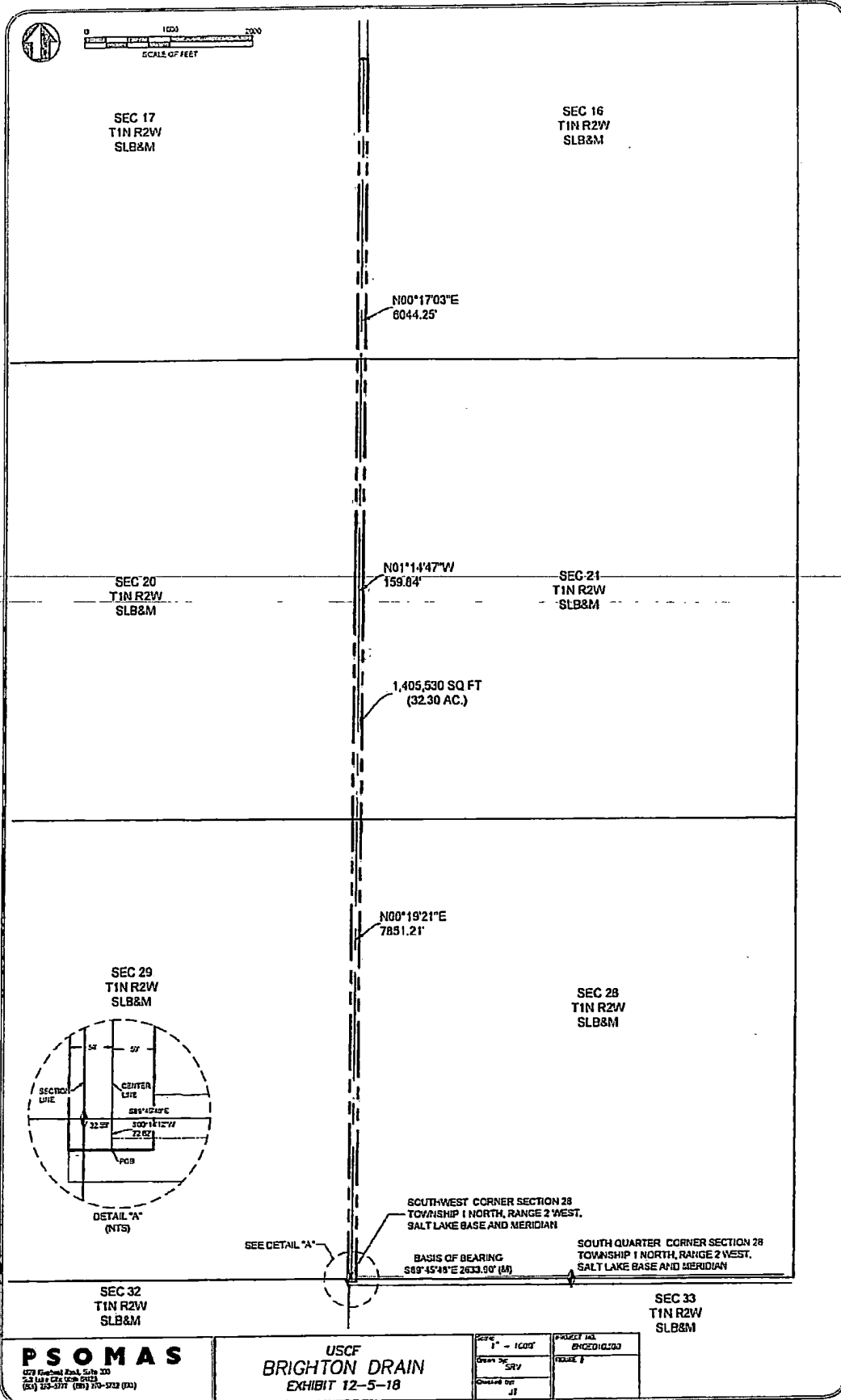
Contains 1,405,530 Sq. Ft. or 32.27 Ac.

Note:

The Original Deed basis of bearing is South 00°04'18" West between the Northwest corner of Section 35 and the West Quarter of Section 35. The Prison coordinate system bearing between the same monuments is South 00°18'13" West. Rotate bearings counter-clockwise 0°13'55" to equal original deed calls.

EXHIBIT "B"
USCF BRIGHTON DRAIN EXHIBIT 12-5-18

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SALT LAKE CITY, UTAH 84114-5515



PSOMAS
 600 East 4000 South, Suite 300
 Salt Lake City, Utah 84119
 (801) 223-3717 (fax) 223-3723 (cell)

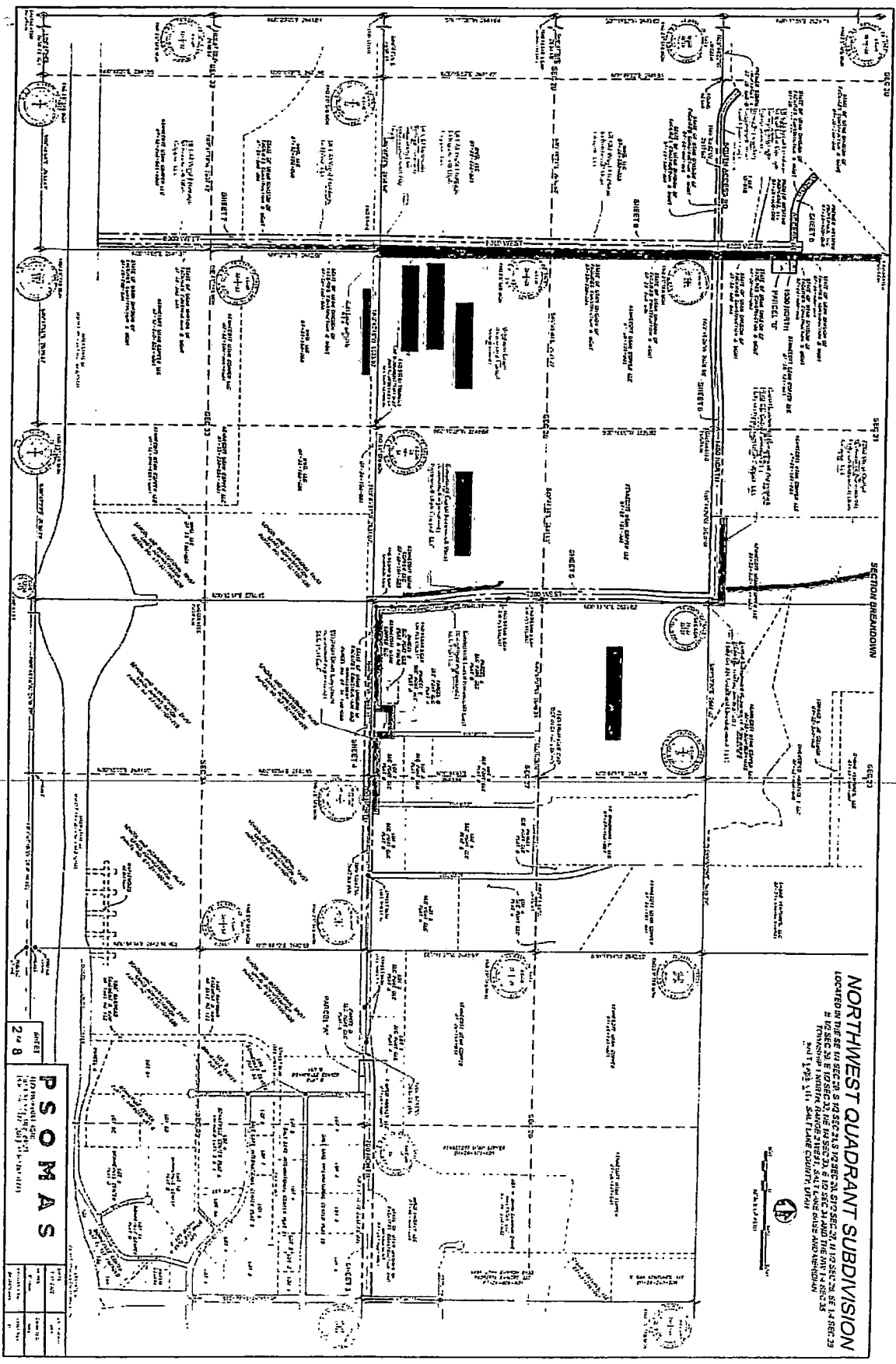
USCF
BRIGHTON DRAIN
 EXHIBIT 12-5-18

Scale 1" = 100'	Project No. BPC2012003
Drawn by SPL	Issue #
Checked by JL	

8

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EXHIBIT "C"
COUNTY PROPERTY EXHIBIT



NORTHWEST QUADRANT SUBDIVISION
 LOCATED IN THE SE 1/4 SEC. 20, S 12 SEC. 24, S 12 SEC. 20, S 12 SEC. 21, N 12 SEC. 20, SE 1/4 SEC. 20
 E 1/2 SEC. 20, E 1/2 SEC. 21, NE 1/4 SEC. 20, E 1/2 SEC. 21 AND THE NW 1/4 SEC. 20
 T12N, R12E, S12, SALT LAKE COUNTY, UTAH

PSOMAS
 208
 1000 N. 1000 W.
 SALT LAKE CITY, UTAH 84114-5515

PROPERTY OF SALT LAKE
 RECORDER'S OFFICE
 EX 145515
 SALT LAKE CITY, UTAH 84114-5515