

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL DECLARING SURPLUS REAL PROPERTY AND APPROVING THE CONVEYANCE OF THE SAME BY QUITCLAIM DEED TO KENNECOTT UTAH COPPER LLC

RECITALS

1. Salt Lake County (the “County”) owns a parcel of land located at approximately 9181 West 700 North, Magna, Utah, Magna, Utah (the “Property”), which was struck off to COUNTY after the tax sale on May 15, 1922.

2. Kennecott Utah Copper LLC (“Kennecott”) has offered to purchase the Property from the County for One Hundred Dollars (\$100.00) together with a commitment to use the Property for open space or for the Inland Sea Shorebird Reserve, memorialized as a deed restriction, which consideration has been approved by the Salt Lake County Real Estate Section as fair market value. If Kennecott fails to comply with the deed restriction, the Property will automatically revert to the County. This offer is in the form of a Tax Sale Property Purchase Agreement (the “Agreement”), attached hereto as Exhibit A.

3. The County has determined that the Property is not in public use. Proceeds from the sale of the Property will be distributed in accordance with Section 59-2-1351.5 of the Utah Code.

4. In addition, the Salt Lake County Council finds that this action will contribute to the safety, health, prosperity, moral well-being, peace, order, comfort, and convenience of county residents.

5. It has been determined that the best interest of the County and the general public will be served by the sale and conveyance of the Property to Kennecott. The sale and conveyance 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 Property described in Exhibit 1 attached to the Agreement is declared surplus property.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the sale and conveyance of the Property by quitclaim deed to Kennecott, as provided in the Agreement for the agreed value of One Hundred Dollars (\$100.00) together with the commitment to use the Property open space or as part of the Inland Sea Shorebird Reserve is hereby approved, the Mayor is hereby authorized to execute the Agreement, and the Mayor and County Clerk are hereby authorized to execute the Quitclaim Deed, attached to the Agreement as Exhibit B, and to deliver the fully executed documents to the Salt Lake County Real Estate Section for delivery to Kennecott upon payment of the agreed upon purchase amount.

APPROVED and ADOPTED this \_\_\_ day of \_\_\_\_\_, 2024.

SALT LAKE COUNTY COUNCIL

By: \_\_\_\_\_  
Laurie Stringham, Chair

ATTEST:

\_\_\_\_\_  
Lannie Chapman  
Salt Lake County Clerk

Council Member Alvord voting	_____
Council Member Bradley voting	_____
Council Member Bradshaw voting	_____
Council Member Granato voting	_____
Council Member Harrison voting	_____
Council Member Stewart voting	_____
Council Member Stringham voting	_____
Council Member Theodore voting	_____
Council Member Winder Newton voting	_____

Reviewed as to Form and Legality:

\_\_\_\_\_  
R. Christopher Preston  
Deputy District Attorney Salt Lake County

EXHIBIT A  
Tax Sale Property Purchase Agreement

RE 4044  
DA 21-18748

## TAX SALE PROPERTY PURCHASE AGREEMENT

THIS TAX SALE PROPERTY PURCHASE AGREEMENT (“Agreement”) is made and executed this \_\_\_ day of April, 2024, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, with its business address located at 2001 South State Street, S3-110, Salt Lake City, Utah 84190 (hereinafter referred to as “COUNTY”), and KENNECOTT UTAH COPPER LLC (hereinafter referred to as “BUYER”). COUNTY and BUYER may be referred to herein jointly as “Parties” and individually as a “Party.”

### RECITALS

- A. COUNTY owns a parcel of land located at approximately 9181 West 700 North, Magna, Utah (the “Property”), which was acquired by the COUNTY after a tax sale on May 15, 1922.
- B. BUYER owns, or is affiliated with the owner of, real property adjacent to the Property and desires to purchase from County any right, title, or interest of County in and to the Property. A description of the Property is attached hereto as Exhibit 1 and incorporated herein by this reference.
- C. COUNTY has determined that the Property is not currently in public use, and the Salt Lake County Real Estate Section has determined that an appropriate value of the Property is One Hundred Dollars (\$100.00) together with the BUYER’s commitment to use the Property as open space or as part of the Inland Sea Shorebird Reserve.

IN CONSIDERATION of the covenants and conditions set forth herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed by the Parties hereto as follows:

1. COUNTY agrees to convey and deliver to BUYER a quitclaim deed for the Property (the “Quitclaim Deed”), the form of which is attached hereto as Exhibit 2 and incorporated herein by this reference.
2. IN CONSIDERATION for conveying the Property by quitclaim deed, BUYER shall pay COUNTY One Hundred Dollars (\$100.00, the “Purchase Price”). As additional consideration, BUYER agrees to use the Property solely as open space or as part of the Inland Sea Shorebird Reserve. The Quitclaim Deed will contain a restriction containing this limitation, and the Property will automatically revert to COUNTY if BUYER violates this deed restriction.
3. COUNTY makes no representations as to the title conveyed, nor as to BUYER's right of possession of the Property. Similarly, COUNTY makes no warranties or representations as to whether the Property is buildable or developable, nor does COUNTY make any representations regarding whether the Property complies with applicable zoning regulations. COUNTY does not warrant or represent that the Property is habitable or in any particular

condition. COUNTY also makes no warranties or representations regarding the accuracy of the assessment of the Property or the accuracy of the description of the real estate or improvements therein.

4. BUYER acknowledges that this transfer of the County's interest may subject to existing recorded and unrecorded rights of third parties. In addition, BUYER has stated an intent to provide an easement across a portion of the Property to Airport Acres LC and John R. Erb to provide access to parcels owned by those individuals or entities.

5. COUNTY and BUYER agree that time is of the essence of this Agreement.

6. COUNTY and BUYER understand and agree that this Agreement shall not be considered final until executed by the Mayor of Salt Lake County, pursuant to a resolution of the Salt Lake County Council.

7. COUNTY and BUYER agree that Derrick Sorensen of the Salt Lake County Real Estate Division shall act as closing agent in accordance with the terms of this Agreement for the Parties hereto.

8. Upon receipt of the full Purchase Price from BUYER, COUNTY shall deliver the Quitclaim Deed to BUYER.

9. CAMPAIGN CONTRIBUTIONS: BUYER acknowledges the prohibition of campaign contributions by contractors to COUNTY candidates, pursuant to Chapter 2.72A, Salt Lake County Code of Ordinances, 2001. BUYER also acknowledges and understands this prohibition means that any person, business, corporation or other entity that enters into a contract or is engaged in a contract with BUYER may be prohibited from making certain campaign contributions to COUNTY candidates. BUYER further acknowledges that violation of this prohibition may result in criminal sanctions as well as termination of this Agreement. BUYER represents, by executing this Agreement, that BUYER has not made or caused others to make any campaign contribution to any COUNTY candidate in violation of the above-referenced County ordinance.

10. It is agreed that the terms herein constitute the entire Agreement between COUNTY and BUYER and that no verbal statement made by anyone shall be construed to be part of this Agreement unless incorporated in writing herein.

[Signature Page Follows Below]

IN WITNESS OF THIS TAX SALE PROPERTY PURCHASE AGREEMENT, the Parties hereto have caused this Agreement to be duly executed this \_\_\_ day of \_\_\_\_\_, 2024.

SALT LAKE COUNTY:

By Exhibit Only, Do Not Sign  
Mayor or Designee

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Derrick L. Sorensen  
Salt Lake County Property Manager

Reviewed as to Form and Legality:

\_\_\_\_\_  
R. Christopher Preston  
Salt Lake County Deputy District Attorney

BUYER:  
KENNECOTT UTAH COPPER LLC

By: Nate Foster  
Its: Nate Foster, Managing Director

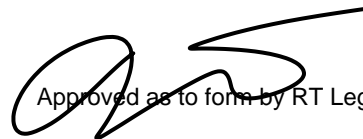
  
Approved as to form by RT Legal

EXHIBIT 1  
LEGAL DESCRIPTION

Parcel No. 4044:1Q & 4044:2Q  
 Tax Serial No. 06-36-100-004  
 06-31-300-003  
 Surveyor WO: W032024097  
 Real Estate #4044

**(EXHIBIT 1)**

A strip of land being part of an entire strip described in that Auditor's Tax Deed, at Entry # 470159, in Book 11-X, on Page 169, in the Office of the Salt Lake County Recorder. Said strip is located in Section 31, Township 1 North, Range 2 West and Section 36, Township 1 North, Range 3 West, Salt Lake Base and Meridian and is described as follows:

**4044:1Q-**

Beginning at the Northwest corner of Section 31, Township 1 North, Range 2 West, Salt Lake Base and Meridian; thence S. 89°43'50" E. 2,642.14 feet along northerly section line to the North quarter corner of said Section 31; thence S. 89°49'19" E. 2,641.20 feet along northerly section line to the Northeast corner of said Section 31; thence S. 00°20'03" W. 66.00 feet along the easterly section line of said Section 31; thence N. 89°49'19" W. 2,641.07 feet; thence N. 89°43'50" W. 2,576.19 feet; thence S. 00°16'08" W. 2,579.91 feet; thence S. 00°16'12" W. 1,846.03 feet to a point on the Northerly right-of-way line of Interstate 80; thence N. 89°47'35" W. 66.00 feet along said right-of-way line to a point on the westerly line of said Section 31; thence N. 00°16'12" E. 1,846.10 feet along said westerly section line to the West quarter corner of said Section 31; thence N. 00°16'08" E. 2,645.91 feet along said westerly section line to the point of beginning.

The above described strip of land contains 640,811 square feet, or 14.711 acres, more or less.

**BASIS OF BEARING:** S. 89°43'50" E. along the northerly section line between the Northwest corner and the North quarter corner of Section 31, Township 1 North, Range 2 West, Salt Lake Base and Meridian.

**4044:2Q-**

Beginning at the Northeast corner of Section 36, Township 1 North, Range 3 West, Salt Lake Base and Meridian; thence S. 00°16'08" W. 99.00 feet along the easterly section line; thence N. 89°55'54" W. 2,646.96 feet; thence N. 89°52'05" W. 2,546.76 feet; thence S. 00°07'53" W. 2,996.07 feet; thence N. 89°48'24" W. 99.00 feet to a point on the westerly line of said Section 36; thence N. 00°07'53" E. 455.83 feet along said westerly section line to the West quarter corner of said Section 36; thence N. 00°07'53" E. 2,639.14 feet along said westerly section line to the Northwest corner of said Section 36; thence S. 89°52'05" E. 2,645.72 feet along the northerly section line to the North quarter corner of said Section 36; thence S. 89°55'54" E. 2,647.25 feet along said northerly section line to the point of beginning.

The above described strip of land contains 820,629 square feet, or 18.839 acres, more or less.

**BASIS OF BEARING:** N. 89°55'54" W. along the northerly section line between the Northeast corner and the North quarter corner of Section 31, Township 1 North, Range 2 West, Salt Lake Base and Meridian.

**EXHIBIT "B"** By this reference, made a part hereof.



EXHIBIT 2  
QUITCLAIM DEED

WHEN RECORDED RETURN TO:  
Kennecott Utah Copper Corporation  
4700 West Daybreak Parkway, Suite 3S  
South Jordan, Utah 84095

Space above for County Recorder's use

**QUITCLAIM DEED**  
**Salt Lake County**

Parcel No. 4044:1Q & 4044:2Q  
Tax Serial No. 06-36-100-004  
06-31-300-003  
Surveyor WO: W032024097  
Real Estate #4044

SALT LAKE COUNTY a body corporate and politic of the State of Utah, GRANTOR, hereby Quitclaim(s) to KENNECOTT UTAH COPPER LLC, a Utah limited liability company, GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following described parcel of real property in Salt Lake County, Utah, to wit:

**(SEE EXHIBIT A)**

Subject to the perpetual restriction that GRANTEE or its successors and assigns, shall use the Property solely as open space or as part of the Inland Sea Shorebird Reserve. In the event that GRANTEE ceases using any portion of the Property as open space or as part of the Inland Sea Shorebird Reserve, title to the entire Property will automatically revert to GRANTOR.

Also subject to all encumbrances, easements, rights of way, covenants, restrictions, and reservations of record.

**IN WITNESS WHEREOF**, GRANTOR has caused this Quitclaim Deed to be signed and its official seal to be affixed hereto by its duly authorized officer this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

SALT LAKE COUNTY

By: Exhibit Only, Do Not Sign  
MAYOR or DESIGNEE

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

By: \_\_\_\_\_  
COUNTY CLERK

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, who being duly sworn, did say that \_\_he is the \_\_\_\_\_ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

**WITNESS** my hand and official stamp the date in this certificate first above written:

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Residing in: \_\_\_\_\_

Acknowledgement Continued on Following Page

Parcel No. 4044:1Q & 4044:2Q  
Tax Serial No. 06-36-100-004  
06-31-300-003  
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Acknowledgement Continued from Preceding Page

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

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_,  
who being duly sworn, did say that \_\_he is the CLERK\_of Salt Lake County and that the foregoing  
instrument was signed by him/her on behalf of Salt Lake County, by authority of a resolution of the SALT  
LAKE COUNTY COUNCIL.

**WITNESS** my hand and official stamp the date in this certificate first above written:

Notary Public \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Residing in: \_\_\_\_\_

Parcel No. 4044:1Q & 4044:2Q  
 Tax Serial No. 06-36-100-004  
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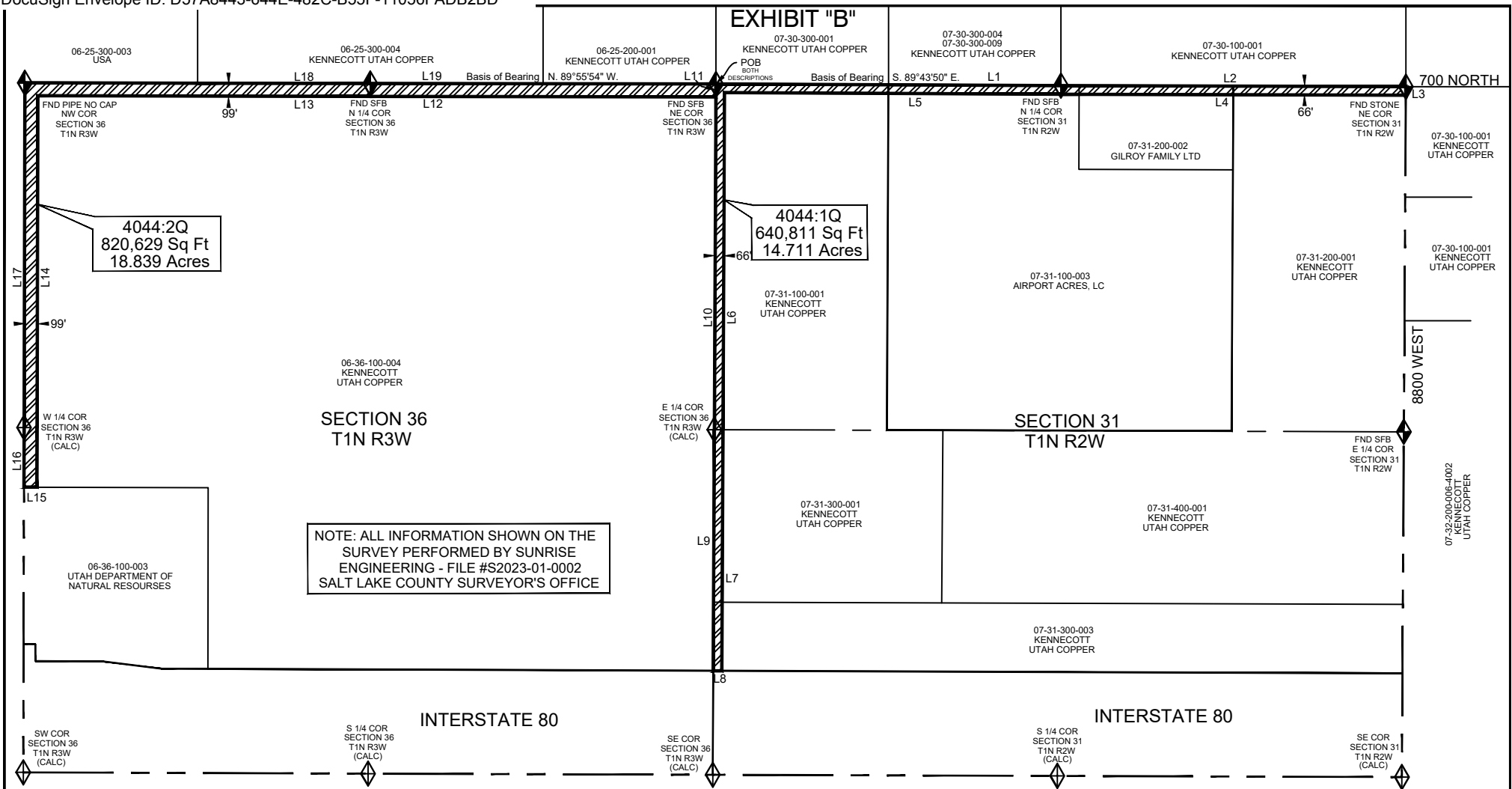
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The above described strip of land contains 820,629 square feet, or 18.839 acres, more or less.

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**EXHIBIT "B"** By this reference, made a part hereof.



LINE #	LENGTH	BEARING
L1	2,642.14'	S89°43'50"E
L2	2,641.20'	S89°49'19"E
L3	66.00'	S00°20'03"W
L4	2,641.07'	N89°49'19"W
L5	2,576.19'	N89°43'50"W
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LINE #	LENGTH	BEARING
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L18	2,645.72'	S89°52'05"E
L19	2,647.25'	S89°55'54"E

**LEGEND**

--- SECTION LINE

--- ADJACENT PARCEL LINE

▨ TAX DEED TRANSFER AREA

◆ SECTION MONUMENT (CALC)    ◆ SECTION MONUMENT



**700 North Road Tax Deed Transfer**  
**Salt Lake County to Kennecott Utah Copper**

Prepared for:  
**Salt Lake County Real Estate**

Sec. 31, T.1 N, R.2 W & Sec 36, T.1 N. R. 3 W., S.L.B.&M.  
 Work Order No. W032024097

Prepared by the Office of:  
**Reid J. Demman, P.L.S.**  
**Salt Lake County Surveyor**

2001 S. State St. #N1-400  
 Salt Lake City, Utah 84114-4575  
 (385) 468-8240

**NO SCALE**

Prepared By: KDS      Date: 03/22/2024  
 Checked By: CJL      Date: 03/22/2024

EXHIBIT B  
Quitclaim Deed

WHEN RECORDED RETURN TO:  
Kennecott Utah Copper LLC  
4700 West Daybreak Parkway, Suite 3S  
South Jordan, Utah 84095

Space above for County Recorder's use

**QUITCLAIM DEED**  
**Salt Lake County**

Parcel No. 4044:1Q & 4044:2Q  
Tax Serial No. 06-36-100-004  
06-31-300-003  
Surveyor WO: W032024097  
Real Estate #4044

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Subject to the perpetual restriction that GRANTEE or its successors and assigns, shall use the Property solely as open space or as part of the Inland Sea Shorebird Reserve. In the event that GRANTEE ceases using any portion of the Property as open space or as part of the Inland Sea Shorebird Reserve, title to the entire Property will automatically revert to GRANTOR.

Also subject to all encumbrances, easements, rights of way, covenants, restrictions, and reservations of record.

**IN WITNESS WHEREOF**, GRANTOR has caused this Quitclaim Deed to be signed and its official seal to be affixed hereto by its duly authorized officer this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

SALT LAKE COUNTY

By: Exhibit Only, Do Not Sign  
MAYOR or DESIGNEE

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

By: \_\_\_\_\_  
COUNTY CLERK

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, who being duly sworn, did say that \_\_he is the \_\_\_\_\_ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

**WITNESS** my hand and official stamp the date in this certificate first above written:

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Residing in: \_\_\_\_\_

Acknowledgement Continued on Following Page

Acknowledgement Continued from Preceding Page

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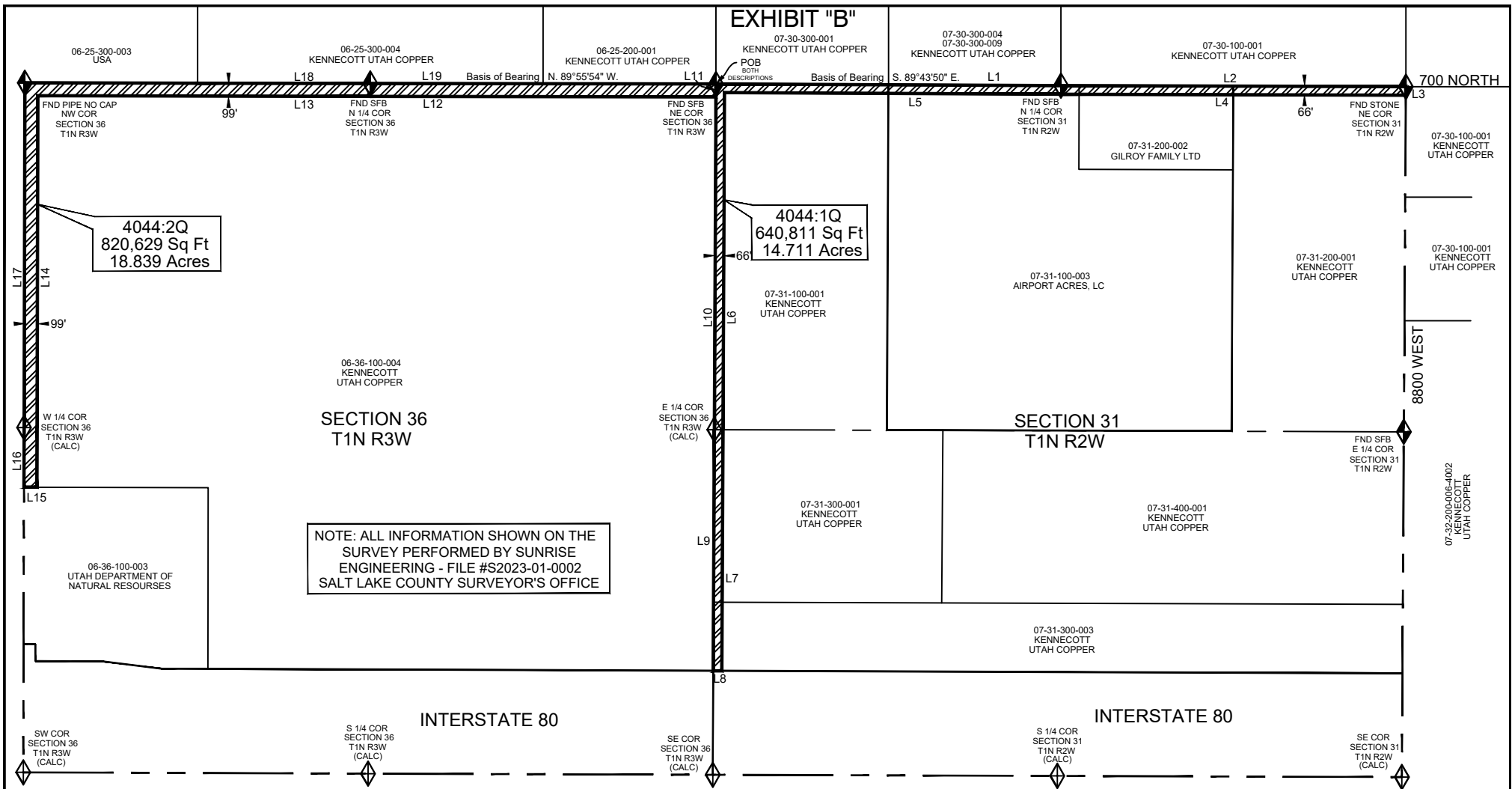
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**LEGEND**

--- SECTION LINE

--- ADJACENT PARCEL LINE

▨ TAX DEED TRANSFER AREA

◆ SECTION MONUMENT (CALC)    ◆ SECTION MONUMENT



**700 North Road Tax Deed Transfer**  
**Salt Lake County to Kennecott Utah Copper**

Prepared for:  
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**Reid J. Demman, P.L.S.**  
**Salt Lake County Surveyor**

2001 S. State St. #N1-400  
 Salt Lake City, Utah 84114-4575  
 (385) 468-8240

**NO SCALE**

Prepared By: KDS      Date: 03/22/2024  
 Checked By: CJL      Date: 03/22/2024