

4203
RE 1063

WHEN RECORDED, RETURN TO:
Kennecott Minerals Co.
PO Box 6500, SLC UT 84106
RIGHT-OF-WAY-AND-EASEMENT-GRANT

3875649

KENNECOTT CORPORATION, a corporation of the State of New York, authorized to do business in the State of Utah, hereinafter referred to as Grantor, hereby grants unto SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as Grantee, for the sum of One Thousand One Hundred Fifty-Three Dollars (\$1,153.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, a right-of-way and easement fifteen (15) feet in width to operate and maintain a piped storm drain facility (hereinafter collectively called "storm drain") through and across the following described land and premises situated in the County of Salt Lake, State of Utah, for the purpose of providing controlled drainage for excess storm water in Northwest Salt Lake County to-wit:

A fifteen (15) foot wide drainage easement for construction and maintenance of an outfall line along and adjacent to the channel of Coon Canyon Creek, said easement being described as follows:

Beginning at a point on the north right-of-way line of 4100 South Street, said point being South 88°46'54" West 1,469.87 feet and North 13°46'54" East 34.16 feet from the Northeast Corner of Section 5, Township 2 South, Range 2 West, Salt Lake Base and Meridian, and running thence, North 13°46'54" East 311.93 feet; thence South 77°21'25" East 15 feet; thence South 13°46'54" West 308.21 feet; thence South 88°46'54" West 15.53 feet to the point of beginning. Said tract contains 0.1068 acres, more or less.

SALT LAKE COUNTY
COMMISSION CLERK

Wayne Harper

No Fee

TO HAVE AND TO HOLD the same unto Grantee, so long as such storm drain shall be maintained for the purpose aforesaid with the with the right of ingress and egress to and from said

KATHLEEN DIXON
RECORDER
SALT LAKE COUNTY,
UTAH

DEC 1 12 11 PM '83

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right-of-way to maintain, operate, repair, inspect, protect, remove, and replace same. During temporary periods Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal, or replacement of said storm drain.

Expressly excepting, reserving and specifically subject to a perpetual easement, right and privilege on the part of Grantor, its successors, lessees, licensees and assigns, at any and all times hereafter, to discharge through the medium of the air upon each and every portion of said lands any and all gases, dust, dirt, fumes and other substances and matter which may be released, given, thrown or blown off, emitted or discharged in the course of or by or through the existence or operation of each or all of the smelting plants, reduction works, mines, mills, refineries, power plants, manufactories, tailing deposits and other works or factories which are now or which may hereafter at any time be established or operated by Grantor or by its successors, grantees, lessees, licensees or assigns, or any of them, within Salt Lake County, State of Utah.

By accepting this easement, Grantee hereby agrees to indemnify and hold harmless the Grantor and other companies which use the property of Grantor, its officers, agents and employees, against and from any and all liability, loss, damage, claims, demands, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury

to or death of persons whomsoever, or against and from damage to or loss or destruction of property whatsoever (including damage to the Grantor's other property and such other companies or property in their care or custody), when such injury, death, loss, destruction or damage is due to or arises in connection with or as a result of:

(a) any work done by the Grantee or its agents, employees or independent contractors in connection with the construction of the said storm drain facility; or

(b) the use of the said storm drain facility by Grantee or the agents, employees or patrons of Grantee or by others with the consent of Grantee.

Grantor expressly reserves the right to construct, operate and maintain ditches, culverts, pipelines or other drainage works, roadways, and any other facilities required by Grantor upon, along, under or across said granted premises, provided only that such shall be constructed, operated and maintained by Grantor so as not to interfere with the use thereof by Grantee.

Grantee agrees to repair or replace at its sole cost and expense any property or facilities of Grantor damaged or injured by the acts or omissions of Grantee, its employees, servants or agents in the maintenance, operation, existence or use of said right-of-way and such adjacent portions of Grantor's property as Grantee shall utilize from time to time.

Disuse of the easement herein granted for the purposes herein described, for a period of one year shall constitute an

abandonment by Grantee of the right-of-way herein granted. In case of such an abandonment or the breach by Grantee of any of the conditions, agreements and covenants herein contained, Grantor shall have the right to terminate this Right-of-Way and Easement Grant at any time by giving thirty (30) days notice in writing to Grantee of its intention to terminate the same and at the expiration of said thirty (30) days notice the Right-of-Way and Easement herein granted shall terminate and be at an end and Grantee shall be without recourse or redress of any character against Grantor by reason thereof.

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed this ^{30th} ~~18th~~ day of ^{November} ~~October~~, 1983.

WITNESS:

KENNECOTT CORPORATION

D. deBui
Assistant Secretary

By J. J. John ^{sr}
Its Senior Vice President
GRANTOR

WITNESS:

SALT LAKE COUNTY

[Signature]

[Signature]
BOARD OF COUNTY COMMISSIONERS
GRANTEE

*APPROVED AS TO FORM

Salt Lake County Attorney's Office

Date 10th Nov. 1983

By Quinton R. Alton
Deputy County Attorney

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

On the 18th day of October, 1983, personally appeared before me G. F. Joklik, who being by me duly sworn, did say that he is the Senior V.P. of Kennecott Corporation, and that the foregoing instrument was signed in behalf of said corporation, and said G. F. Joklik acknowledged to me that said Corporation executed the same.

My Commission Expires:

June 18, 1984


NOTARY PUBLIC

Residing at Salt Lake County

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

On the 30th day of November 1983, personally appeared before me D. Michael Stewart who being by me duly sworn, did say that he is the Chairman of SALT LAKE COUNTY COMMISSIONERS, and that the foregoing instrument was signed in behalf of SALT LAKE COUNTY and D. Michael Stewart acknowledged to me that said SALT LAKE COUNTY duly executed the same.

My Commission Expires:

EXPIRES MAY 1, 1983


NOTARY PUBLIC

Residing at Davis County

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