

4089671

RIGHT-OF-WAY AND EASEMENT GRANT

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 MIDVALE CITY, a municipal corporation, an undivided 7.8%; WEST JORDAN CITY, a municipal corporation, an undivided 29.4%; SALT LAKE CITY SUBURBAN SANITARY DISTRICT NO. 2, a governmental entity, an undivided 11.8%; SALT LAKE COUNTY SEWERAGE IMPROVEMENT DISTRICT NO. 1, a governmental entity, an undivided 31.4%; and SANDY SUBURBAN IMPROVEMENT DISTRICT, a governmental entity, an undivided 19.6%, hereinafter referred to as Grantees, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the following rights-of-way and easements located within Salt Lake County, State of Utah, as follows:

(1) A forty-foot wide access easement to provide Grantees and their representatives ingress and egress to and from the property owned by Grantees and to the facilities which may be located thereon, the center line of which easement is located in Section 21, Township 3 South, Range 2 West, Salt Lake Base and Meridian and is more particularly described as follows:

Beginning at a point on the Easterly line of Grantor's land (formerly D&RGW RR railroad), said point being West 920.51 feet and North 20°40'55" East 2,105 feet more or less from the East Quarter Corner of said Section 21;

thence North 69°19'05" West 72.30 feet to the Easterly right-of-way of State Highway known as Project No. S-0135(4).

(2) Also, a twenty-foot wide storm drainage easement in Section 21, Township 3 South, Range 2 West, Salt Lake Base and Meridian, the center line of which easement is located as follows:

Beginning at a point on the Easterly line of Grantor's land (formerly D&RGW RR railroad), said point being West 920.51 feet and South 20°40'55" West 1,969.33 feet from the East Quarter Corner of said Section 21; thence North 44°08'09" West 72.89 feet to the Easterly right-of-way line of State Highway known as Project No. S-0135(4).

TO HAVE AND TO HOLD the same unto Grantees, so long as said easements shall be maintained for the purpose aforesaid with the right of ingress and egress to and from said rights-of-way to maintain, operate, repair, inspect, protect, remove, and replace same. During temporary periods Grantees may use such portion of the property along and adjacent to said rights-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal, or replacement of same.

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

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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 these easements, Grantees hereby agree to hold Grantor harmless against any and all loss and expense, including attorneys' fees and other legal expenses, by reason of liability imposed or claimed to be imposed by law upon Grantor for damage because of bodily injuries, including death at any time resulting therefrom, or on account of damage to property, sustained by any person, or persons arising out of or in consequence of Grantees', their agents, employees or independent contractors use of said easements whether or not such bodily injuries, death, or damage to property arise or are claimed to have arisen in whole or in part out of the negligence or any other grounds of legal liability, including violation of any duty imposed by a statute, or ordinance or regulation, on the part of Grantees, their agents, employees or independent contractors, or any other person or organization, but excluding any liability caused by gross negligence or willful misconduct of Grantor.

Grantees agree to repair or replace at their sole cost and expense any property or facilities of Grantor damaged or injured by the acts or omissions of Grantees, their agents,

employees, or independent contractors in the maintenance, operation, existence or use of said rights-of-way and such adjacent portions of Grantor's property as Grantees shall utilize from time to time.

Disuse of the easement herein granted for the purposes herein described, for a period of one year following construction and first use, shall constitute an abandonment by Grantees of the rights-of-way herein granted. In case of such an abandonment or the breach by Grantees of any of the conditions, agreements and covenanats 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 Grantees of its intention to terminate the same and at the expiration of said thirty (30) days' notice the rights-of-way and easements herein granted shall terminate and be at an end and Grantees shall be without recourse or redress of any character against Grantor by reason thereof.

IN WITNESS WHEREOF, Grantor and Grantees have caused this instrument to be executed this 17<sup>th</sup> day of May 1985.

WITNESS:

D. de B...  
Assistant Secretary

KENNECOTT CORPORATION

By

Its

Burger, et al  
Vice President

et al

WITNESS:

D. J. ...

MIDVALE CITY

By

Its

Thomas J. ...  
Mayor

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WITNESS:

Sherry Barrow

WEST JORDAN CITY

By

James M. Randall  
Its Mayor

WITNESS:

Carroll Vandergroff

SALT LAKE CITY SUBURBAN  
SANITARY DISTRICT NO. 2

By

Eldon V. Carter  
Its manager

WITNESS:

Carroll Vandergroff

SALT LAKE COUNTY SEWERAGE  
IMPROVEMENT DISTRICT NO. 1

By

Joseph A. Workman  
Its Chairman

WITNESS:

Nancy Groves

SANDY SUBURBAN IMPROVEMENT  
DISTRICT

By

John E. Rich  
Its Manager

STATE OF UTAH

COUNTY OF SALT LAKE

)  
) ss.  
)

On the 29<sup>th</sup> day of JANUARY, 1985, personally  
appeared before me J. Burgess Winter,  
who being by me duly sworn, did say that he is the Vice  
President of Kennecott Corporation,  
and that the foregoing instrument was signed in behalf of said  
corporation, and said J. Burgess Winter,  
acknowledged to me that said corporation executed the same.

John A. Leasure  
Notary Public

Residing at

Salt Lake City, Utah

My Commission Expires:

5-14-88

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

On the 7<sup>th</sup> day of May, 1985, personally appeared before me Luigi J. Johnson who being by me duly sworn, did say that he is the Mayer of Midvale City and that the foregoing instrument was signed in behalf of said corporation, and said Luigi J. Johnson acknowledged to me that said corporation executed the same.

Luigi J. Johnson  
Notary Public

Residing at Utah County

My Commission Expires:

3/23/86

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

On the 17<sup>th</sup> day of May, 1985, personally appeared before me Luigi J. Johnson who being by me duly sworn, did say that he is the Mayer of West Jordan City, and that the foregoing instrument was signed in behalf of said corporation, and said Luigi J. Johnson acknowledged to me that said corporation executed the same.

Luigi J. Johnson  
Notary Public

Residing at Utah County

My Commission Expires:

3/23/86

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

On the 8<sup>th</sup> day of May, 1985, personally appeared before me Luigi J. Johnson who being by me duly sworn, did say that he is the Mayer of Salt Lake City Suburban Sanitary District No. 2, and that the foregoing instrument was



Exchange Place #100 SLC, Ut 84111

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ALICE L. GRAY  
REGORDER  
SALT LAKE COUNTY,  
UTAH

MAY 23 9 08 AM '85

Michael J. Mazuram

No Fee

REQ OF  
DEP  
Rebecca Gray  
REBECCA GRAY

5656-2527