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07/28/1999 04:07 PM NO FEE
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
WEST JORDAN CITY
8000 S REDWOOD RD
WEST JORDAN UT 84088
BY: DSE, DEPUTY - WI 3 P.

EASEMENT

STATE OF UTAH)
 : ss
COUNTY OF CARBON)

KNOW ALL MEN BY THESE PRESENTS THAT: For and in consideration of the sum of Two Hundred-Fifty Dollars (\$250.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, MINING REMEDIAL RECOVERY COMPANY, a Delaware Corporation, whose address is 340 Hardscrabble Road, Helper, UT 84526 ("MRRC"), Grantor, does hereby grant and convey without warranty, either express or implied, to THE CITY OF WEST JORDAN, UTAH, a municipal corporation and political subdivision of the State of Utah, whose address is 8000 Redwood Road, West Jordan, UT 84088, Grantee, an easement and right-of-way on, over and across a portion of a parcel of land in the NE¼NW¼ of Section 35, Township 2 South, Range 1 West, SLM adjacent to the Jordan River, Salt Lake County, Utah, for the purpose of constructing, maintaining, repairing, and using for permanent support pylons or other support structures as may be necessary or incidental in connection with the Mound Bridge to be placed across the Jordan River at approximately 7700 South 1000 West, said Bridge Parcel, a portion of which is the easement area, being more particularly described as follows:

BRIDGE PARCEL

A parcel of land for a bridge crossing of the Jordan River, located in the Northeast Quarter of the Northwest Quarter of Section 35, Township 2 South, Range 1 West, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point which is South 447.32 feet and N. 89°55'44" E. 2343.21 feet along the north line of said Section 35 from the Northwest Corner of said Section 35; and running thence S. 27°16'42" E. 50.00 feet; thence S. 62°43'18" W. 120.00 feet; thence N. 27°16'42" W. 50.00 feet; thence N. 62°43'18" E. 120.00 feet to the point of beginning; and

a temporary easement and right of way to the Bridge Parcel on, over and across the following described land for access and use during the construction period of the Mound Bridge and bridge supports:

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CONSTRUCTION ACCESS PARCEL

A parcel of land for the purpose of construction access only, located in the Northeast Quarter of the Northwest Quarter of Section 35, Township 2 South, Range 1 West, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point which is South 447.32 feet and N. 89°55'44" E. 2343.21 feet along the north line of said Section 35 from the Northwest Corner of said Section 35; and running thence N. 22°24'32" W. 30.00 feet; thence N. 62°43'18" E. 60.00 feet; thence S. 22°24'32" E. 30.00 feet; thence S. 27°16'42" E. 80.00 feet; thence S. 62°43'18" W. 60.00 feet; thence N. 27°16'42" W. 80.00 feet to the point of beginning.

SUBJECT TO:

- (a) all facts, rights, interests, claims, liens and encumbrances of others, including rights-of-way and easements, whether of record or ascertainable from an inspection of the parcels or inquiry of persons claiming the same; and
- (b) notice to Grantee by this instrument that the easement areas within portions of the described parcels are part of property subject to Partial Consent Decree approved and entered on November 13, 1990 by the Honorable Bruce S. Jenkins, District Court Judge, United States District Court for the District of Utah in the matters of *The United States of America v. Sharon Steel Corporation, et al.*, Civil Action Nos. 86-C-924J and 89-C-136K (the "Decree" herein). The Decree was recorded in the Recorder's Office, Salt Lake County, Utah on October 28, 1991 in Book 6369, Page 2544.

By acceptance of this Easement, Grantee acknowledges and agrees: (1) the Environmental Protection Agency (the "EPA") and its lawful representatives at all reasonable times shall have access to easement areas within portions of the described parcels for purposes of conducting, supervising, supporting and monitoring all Response actions (as defined in the Decree) authorized by the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601, *et seq.*, including operation and/or maintenance activities; (2) Grantee is acquiring easements within portions of the described parcels "as is" and "where is" in their existing physical and environmental condition and assumes responsibility for future Response actions, if any, required as the owner of the easements; and (3) that Grantee shall: (i) not interfere with, obstruct or disturb the performance, support or supervision of any Response (as defined in the Decree) taken or to be taken at easement areas within portions of the described parcels, including any operation or maintenance activities; (ii) not take any action which may affect the integrity or effectiveness

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of the remedy, except with the concurrence of EPA, the State of Utah, and the Court; and (iii) inform any Person (as defined in the Decree) that subsequently acquires any title, easement or other interest in easement areas within portions of the described parcels of the requirements, conditions and operative effect of the Decree and the rights of access granted therein.

Grantee, by acceptance of this Easement, hereby assumes all obligations and liabilities of any kind, character, or description, direct or indirect, whether accrued, absolute, contingent or otherwise arising from or related to the above described property and further agrees to indemnify and hold Grantor harmless from and against and in respect to any and all liabilities, losses, damages, claims, judgments, amounts paid in settlement, costs and expenses, including but not limited to attorney's fees, arising out of or due to a breach of any covenant of Grantee contained in this Easement and any and all actions, suits, proceedings, demands, assessments or judgments, costs and expenses incidental to any of the foregoing. All obligations and liabilities assumed herein shall be binding upon Grantee, its successors and assigns.

Dated this 1st day of July, 1999.

MINING REMEDIAL RECOVERY COMPANY

By: Michael W Baum

Its: President

STATE OF UTAH)
 : ss.
COUNTY OF CARBON)

On the 1st day of July, 1999, personally appeared and acknowledged before me Michael W. Baum who, being by me duly sworn did say that he is the President of Mining Remedial Recovery Company, a Delaware corporation, that he executed the within instrument, that the within and foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors and that said corporation executed the same as the free act and deed of said corporation.

Commission Expires:

8-14-2001

Diana B. Houghton
NOTARY PUBLIC
Residing at: Helper, ut

