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Book - 8894 Pg - 5841-5845  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SOUTH JORDAN CITY  
1600 W TOWNE CENTER DR  
SOUTH JORDAN UT 84065  
BY: KAM, DEPUTY - MI 5 P.

WHEN RECORDED, MAIL TO:  
South Jordan City  
1600 West Towne Center Drive  
South Jordan, Utah 84065

## Quit Claim Deed Salt Lake County

Tax ID No. 26-13-100-003

**Kennecott Land Residential Development Company**, a Delaware Corporation, **Grantors**, hereby QUIT CLAIMS to the **City of South Jordan**, a **municipal corporation**, at 1600 West Towne Center Drive, South Jordan, County of Salt Lake, State of Utah, 84065, herein referred to as **Grantee**, for the sum of Ten Dollars, and other good and valuable considerations, the following described parcel of land in Salt Lake County, State of Utah, to-wit:

SUBJECT TO THE AGREEMENT RE WATER TANK PARCELS ATTACHED  
HERETO AS EXHIBIT A

A parcel of land lying within the Northwest Quarter of Section 18, T.3 S., R.1 W., S.L.B. & M. Parcel # OS2A of the Kennecott Master Subdivision Plat #1 and identified as Tank #4. The boundaries of said parcel of land are described as follows:

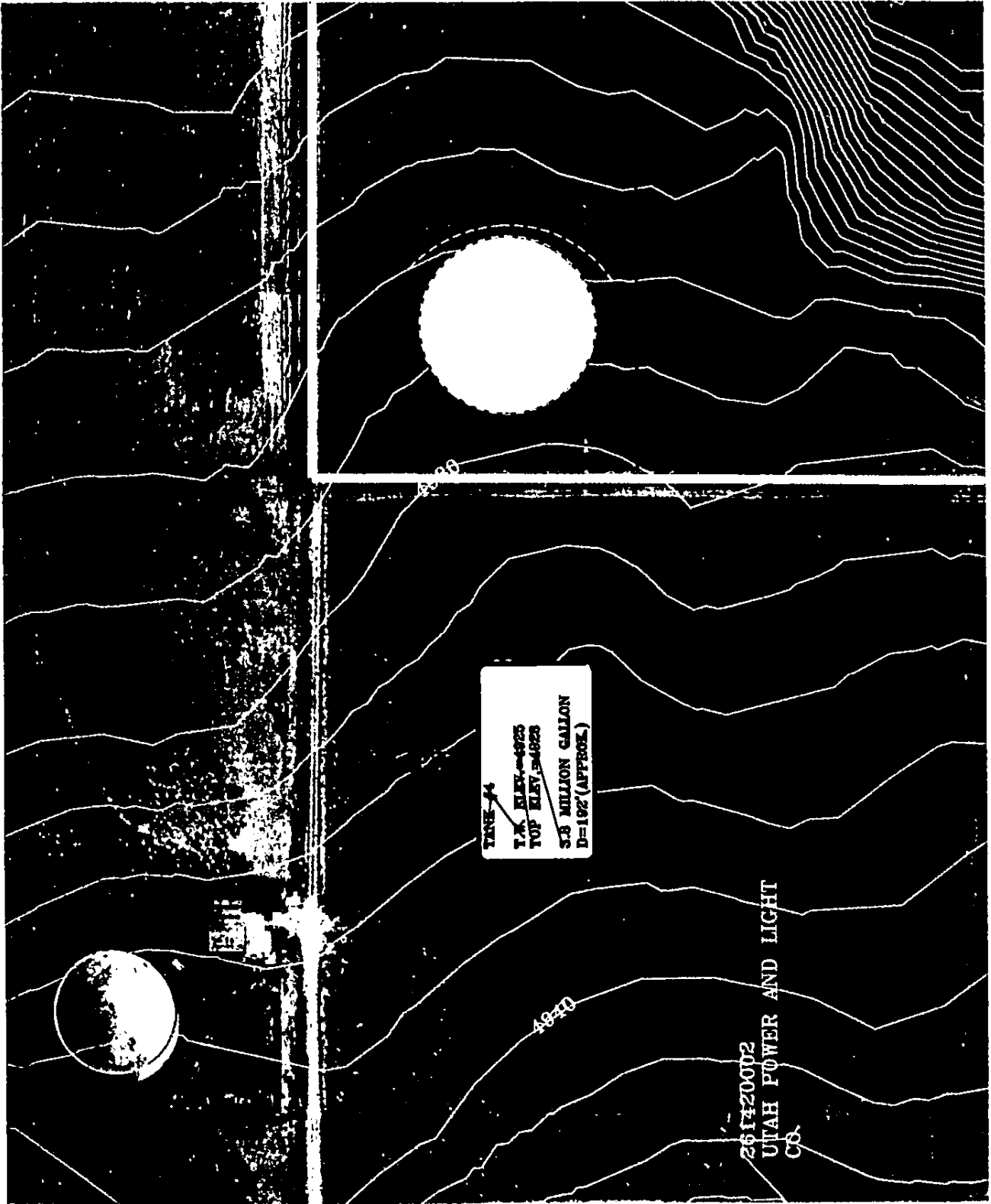
Beginning at a point which lies on the north line of Lot OS2 (Open Space Two) of the Kennecott Master Subdivision #1, of record and on file at the Salt Lake County Recorders Office, recorded 4 October 2002 as Entry No. 8376820, in Plat Book 2002P at Page 273, said point lies 278.76 feet North 89° 58' 34" West and 351.00 feet South 89° 57' 12" West from the Northeast corner of said Lot OS2; and running thence South 00°19'26" East 376.95 feet; thence South 80° 53' 15" West 188.24 feet to a point on a non-tangent curve to the left having a central angle of 8° 31'26", a radius of 762.98 feet, (chord bears North 66° 25'12" West 113.40 feet), thence along the arc of said curve 113.51 feet; thence North 00°19'26" West 361.16 feet to a point on said north line of the Kennecott Master Subdivision #1; thence along said north line North 89°57'12" East 289.71 feet to the point of beginning.

Contains 112,523 sq. ft., 2.58 acres, more or less.

Basis of bearing is North 89° 57' 12" East between the North Quarter Corner and the Northwest Corner of Section 18, T.3 S., R.1 W., S.L.B. & M.

**BK 8894 PG 5841**





TANK #4  
T.K. ELEV. 4425  
TOP ELEV. 34828  
5.3 MILLION GALLON  
D=192 (APPROX.)

261420002  
UTAH POWER AND LIGHT  
CO.

- POOR COPY -  
CO RECORDER

**EXHIBIT A TO QUIT CLAIM DEEDS**

**AGREEMENT RE WATER TANK PARCELS**

This Agreement re Water Tank Parcels (this "**Agreement**") is entered into this 3rd day of October, 2003, by and between South Jordan City, a municipal corporation ("**City**"), and Kennecott Land Residential Development Company, a Delaware corporation and OM Enterprises Company, a Utah corporation (collectively, "**KLC**") with respect to the land described in the Quit Claim Deeds attached hereto (the "**KLC Property**").

City hereby acknowledges and agrees that KLC's transfer of the KLC Property is conditioned on and subject to the terms and conditions of this Agreement. Further, City acknowledges that this Agreement shall survive the closing and shall remain as a restriction on the KLC Property, running with the land for the benefit of KLC's land commonly known as Daybreak and shall be enforceable by KLC and its successors and assigns. This Agreement shall be enforceable for a period of 75 years.

The following represents the agreement of City and KLC with respect to the KLC Property.

1. City agrees that the KLC Property is to be used solely for the construction and maintenance of certain water tanks and accompanying landscaping according to the attached maps identified as Tank #3, Tank #4 and Tank #5. The tanks listed will be below finished grade to allow landscape and open space programming in, around and on top of the soils that cover the tanks. Any changes or modifications to the attached designs shall be subject to KLC's prior approval, in its discretion. In the event that the KLC Property is no longer used for active and operating water tanks or if any of the water tanks are not constructed on the specified parcels within 3 years after the date hereof, KLC (or its successors or assigns) shall have the right, in its sole discretion, to require City to reconvey the KLC Property or any unused portion thereof, to KLC and in such instance, City shall restore and return the KLC Property to KLC in its original condition. Upon notice from KLC that it desires City to reconvey the KLC Property or any unused portion thereof, pursuant to this Paragraph 1, City shall execute a quit claim deed to the unencumbered KLC Property in favor of KLC (or its successors or assigns).
2. The KLC Property, including the water tanks and associated landscaping, shall be subject to the design guidelines and other community covenant documents for the Daybreak development as they may exist now or as they may be modified or recorded in the future by KLC. City agrees to fully cooperate with KLC in any future modifications to the design guidelines or any other Daybreak community covenant documents.
3. City agrees that the gross acreage of the KLC Property shall be credited to KLC as "open space" under the PC Zone Ordinance and Master Development Agreement requirements for Daybreak.

4. City acknowledges that the KLC Property may be larger than is needed for the water tanks and accompanying landscaping. City agrees that the portions of any specific parcel not utilized by the City for the purposes of the water tank and accompanying landscaping, shall be immediately reconveyed by quit claim deed to KLC or such other entity as KLC may identify, in substantially the same condition as when conveyed by KLC to the City.

5. City agrees that prior to and during construction of the water tanks, City will keep the Property clean and free of debris and will trim all excess vegetation.

6. City agrees that during construction and operation of the water tanks, City will take reasonably appropriate measures to minimize dust, noise or other disruptions to nearby residences.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date first written above.

**SOUTH JORDAN CITY**

By: William Kent Moneer  
Its: \_\_\_\_\_

**KENNECOTT LAND RESIDENTIAL  
DEVELOPMENT COMPANY**

By: [Signature]  
Its: \_\_\_\_\_

**OM ENTERPRISES COMPANY**

By: \_\_\_\_\_  
Its: \_\_\_\_\_