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27 OCTOBER 93 02:17 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
ASSOCIATED TITLE
REC BY: REBECCA GRAY , DEPUTY

AFTER RECORDING, PLEASE RETURN TO:
Robert W. Kelez
1601 East 6400 South
Salt Lake City, Utah 84121

SEND TAX NOTICES TO:
Robert W. Kelez
1601 East 6400 South
Salt Lake City, Utah 84121

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SPECIAL WARRANTY DEED

THIS DEED, dated the 27th day of October, 1993, is executed by the UTAH STATE RETIREMENT FUND (hereinafter referred to as "Grantor"), whose address is 540 East 200 South, Salt Lake City, Utah 84102, in favor of ROBERT W. KELEZ (hereinafter referred to as "Grantee"), whose address is 1601 East 6400 South, Salt Lake City, Utah 84121.

WITNESSETH:

IN CONSIDERATION of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby CONVEYS AND WARRANTS against (but only against) all claiming by, through, or under it unto Grantee the following-described realty situated in Salt Lake County, State of Utah:

The Northwest quarter and the Southwest quarter of Section 11, Township 3 South, Range 2 West, Salt Lake Base and Meridian, and the East half of the Southeast quarter of Section 10, Township 3 South, Range 2 West, and the East half of the Northeast quarter of Section 10, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

TOGETHER WITH any and all appurtenances thereto.

THE CONVEYANCE HEREBY ACCOMPLISHED IS SUBJECT TO all of the following:

(1) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

(2) Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said realty or by making inquiry of persons in possession thereof.

(3) Easements, claims of easement, or encumbrances which are not shown by the public records.

(4) Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

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(5) Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.

(6) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

(7) Taxes and assessments for the year 1993.

(8) Farmland assessment roll-back taxes resulting from withdrawal of Application for Assessment and Taxation of Agricultural Land, recorded on December 30, 1975 as Entry No. 2773030 in Book 4066 at Page 91.

(9) Farmland assessment roll-back taxes resulting from withdrawal of Application for Assessment and Taxation of Agricultural Land, recorded on December 30, 1975 as Entry No. 2773031 in Book 4066 at Page 92.

(10) Farmland assessment roll-back taxes resulting from withdrawal of Application for Assessment and Taxation of Agricultural Land, recorded on December 30, 1975 as Entry No. 2773032 in Book 4066 at Page 93.

(11) Farmland assessment roll-back taxes resulting from withdrawal of Application for Assessment and Taxation of Agricultural Land, recorded on December 30, 1975 as Entry No. 2773033 in Book 4066 at Page 94.

(12) The fact that the above-described realty is located within the boundaries of the City of West Jordan, and is subject to charges and assessments levied by reason thereof.

(13) Grant of Easement in favor of Telluride Power Company, recorded on September 8, 1902 as Entry No. 161354 in Book 6-C of Deeds at Pages 274-275.

(14) Grant of Easement in favor of Telluride Power Company, recorded on September 8, 1902 as Entry No. 161372 in Book 6-C of Deeds at Pages 284-285.

(15) Right-of-way in favor of Telluride Power Company, recorded on March 17, 1903 as Entry No. 167645 in Book 6-J of Deeds at Pages 280-282.

(16) Grant of Easement in favor of City of West Jordan, recorded on September 30, 1975 as Entry No. 2747248 in Book 3984 at Page 453.

(17) Easement in favor of Utah Power & Light Company, recorded on March 23, 1978 as Entry No. 3081958 in Book 4643 at Page 708.

(18) Easement in favor of Utah Power & Light Company, recorded on March 23, 1978 as Entry No. 3081959 in Book 4643 at Page 709.

(19) Easement in favor of Utah Power & Light Company, recorded on March 23, 1978 as Entry No. 3081960 in Book 4643 at Page 711.

(20) Easement in favor of Utah Power & Light Company, recorded on March 23, 1978 as Entry No. 3081961 in Book 4643 at Page 713.

(21) The rights of Kennecott Corporation under that certain Agreement, dated December 10, 1986, between it and Grantor (a copy of which said Agreement has been provided to Grantee), which said Agreement provides, among other things, for Kennecott Corporation's right to drill and have access to one or more small diameter monitoring wells on the realty hereby conveyed.

(22) The rights of Merlin Jones as an agricultural tenant of the realty hereby conveyed under that certain letter agreement, dated May 24, 1993, between Grantor and said Merlin Jones (a copy of which said letter agreement has been provided to Grantee).

(23) Any and all encroachments, easements, rights-of-way, claims, exceptions, defects, and other matters or state of facts revealed or shown by that certain Survey prepared by John W. Francom & Associates, dated September 22, 1989, showing a most recent revision date of August 2, 1993, and certified by John W. Francom, a Registered Land Surveyor holding Registration No. 4861, including, without limitation, the following matters: (a) 6-inch high pressure gas line across the South-easterly corner of the realty hereby conveyed; (b) 66-foot wide Old Bingham Highway across the South-easterly corner of the realty hereby conveyed and continuing along the Southerly 33 feet of such realty; and (c) 200-foot wide railroad easement and tracks across the Southeasterly corner of the realty hereby conveyed.

(24) Each other matter or state of facts that would be revealed or shown by a thorough and complete examination, inspection, and survey of the above-described realty.

(25) Any matters arising by or through the acts or neglect of Grantee.

Indemnification Against Rollback Taxes. With respect to any additional or "roll-back" taxes assessed after the recordation of this Deed for years prior to 1993 due to change in use of the above-described realty, Grantor hereby covenants to indemnify Grantee and Grantee's mortgagees and purchasers of such realty against such "roll-back" taxes (but such indemnification shall not extend to damage resulting from the refusal of any person to purchase or lease the realty or to lend on the security thereof).

