

WHEN RECORDED, RETURN TO:

*ATTN: City Recorder*

South Jordan City

1600 W. Towne Center Drive

South Jordan, Utah 84095

### QUITCLAIM DEED

KENNECOTT LAND RESIDENTIAL DEVELOPMENT COMPANY, a Delaware corporation, Grantor, of 5295 South 300 West, Suite 475, Murray, Utah 84107, hereby quitclaims to SOUTH JORDAN CITY, a municipal corporation and political subdivision of the State of Utah, Grantee, of 1600 W. Towne Center Drive, South Jordan, Utah 84095, for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, all of its interest in the following described tract of land (the "Land") in Salt Lake County, Utah, to wit:

A strip of land for the purpose of a Utah Transit Authority (UTA) easement, being located in the East Half of Section 14, the Southwest Quarter of Section 13 and Section 24 all in Township 3 South, Range 2 West Salt Lake Base and Meridian and being more particularly described as follows:

Commencing at the Northeast Corner of said Section 14 (Basis of Bearing being South 00°02'50" West - 2672.400 feet between the Northeast Corner and the East Quarter Corner of said Section 14) and running South 00°02'50" West along the east line of said Section 14 and the northerly most west line of Lot OS2 of the Amended Kennecott Master Subdivision #1 as recorded in Book 2003P at Page 303 in the office of the Salt Lake County recorder for 940.000 feet; thence North 89°55'04" West along the southerly most north line of said Lot OS2 and the southerly line of the UP&L property for 28.453 feet to the POINT OF BEGINNING; thence South 00°00'00" West for 1525.286 feet; thence North 90°00'00" East for 9.562 feet; thence South 00°00'00" West for 356.000 feet; thence North 90°00'00" West for 9.562 feet; thence South 00°00'00" West for 788.233 feet; thence with a curve to the left having a radius of 1186.000 feet, with a central angle of 36°32'54" (chord bearing and distance of South 18°16'27" East - 743.775 feet) for an arc length of 756.536 feet; thence South 36°32'54" East for 2919.309 feet; thence with a curve to the left having a radius of 34986.000 feet, with a central angle of 00°10'20" (chord bearing and distance of South 36°38'04" East - 105.162 feet) for an arc length of 105.162 feet; thence South 36°43'14" East for 693.518 feet; thence North 53°16'46" East for 2.500 feet; thence South 36°43'14" East for 5.000 feet; thence South 53°16'46" West for 2.500 feet; thence South 36°43'14" East for 295.000 feet; thence North 53°16'46" East for 2.500 feet; thence South 36°43'14" East for 25.000 feet; thence South 53°16'46" West for 2.500 feet; thence South 36°43'14" East for 328.577 feet; thence North 53°16'46" East for 9.562 feet; thence South 36°43'14" East for 358.000 feet; thence South 53°16'46" West for 9.562 feet; thence South 36°43'14" East for 562.190 feet; thence North 53°16'46" East for 2.500 feet; thence South 36°43'14" East for 25.000 feet; thence South 53°16'46" West for 2.500 feet; thence South 36°43'14" East for 10.918 feet; thence South 53°16'46" West for 28.000 feet; thence North

36°43'14" West for 10.918 feet; thence South 53°16'46" West for 2.500 feet; thence North 36°43'14" West for 25.000 feet; thence North 53°16'46" East for 2.500 feet; thence North 36°43'14" West for 562.190 feet; thence South 53°16'46" West for 9.562 feet; thence North 36°43'14" West for 358.000 feet; thence North 53°16'46" East for 9.562 feet; thence North 36°43'14" West for 308.577 feet; thence South 53°16'46" West for 2.500 feet; thence North 36°43'14" West for 25.000 feet; thence North 53°16'46" East for 2.500 feet; thence North 36°43'14" West for 315.000 feet; thence South 53°16'46" West for 2.500 feet; thence North 36°43'14" West for 25.000 feet; thence North 53°16'46" East for 2.500 feet; thence North 36°43'14" West for 673.518 feet; thence with a curve to the right having a radius of 35014.000 feet, with a central angle of 00°10'20" (chord bearing and distance of North 36°38'04" West - 105.247 feet) for an arc length of 105.247 feet; thence North 36°32'54" West for 2919.309 feet; thence with a curve to the right having a radius of 1214.000 feet, with a central angle of 36°32'54" (chord bearing and distance of North 18°16'27" West - 761.334 feet) for an arc length of 774.397 feet; thence North 00°00'00" East for 788.233 feet; thence North 90°00'00" West for 9.562 feet; thence North 00°00'00" East for 356.000 feet; thence North 90°00'00" East for 9.562 feet; thence North 00°00'00" East for 1525.326 feet to a point on the southerly most north line of said Lot OS2; thence South 89°55'04" East along said Lot OS2 for 28.000 feet to the POINT OF BEGINNING.

Containing 259,334 sq. ft. or 5.9535 acres.

**SUBJECT TO** all reservations contained in this Deed; all encumbrances of record, including those contained in that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Daybreak Village, recorded on December 30, 2005 as Entry No. 9598233, in Book 9237, beginning at page 5395 of the official records of the Salt Lake County Recorder, as amended and/or supplemented, and that certain Covenant for Community recorded on February 27, 2004 as Entry No. 8989517, in Book 8950, beginning at page 7722 of the official records of the Salt Lake County Recorder, as amended and/or supplemented; and all easements, restrictions, rights-of-way, covenants, or other property interests enforceable at law or in equity. Grantee is accepting the Land in its "as is, where is" condition with all faults, and Grantee acknowledges that it has had the opportunity to perform such due diligence as it deems appropriate with respect to the Land.

Grantor hereby retains and reserves (i) all oil, gas and minerals under or appurtenant to the Land, together with all rights to use or extract the same, except that Grantor shall not have the right to disturb the first 500 feet below the surface of the Land to use or extract the same, (ii) all water flowing or located under, within, or over the Land, and all water rights or water shares in any way connected or associated with or appurtenant to, the Land, and (iii) any and all pipes and ancillary equipment or fixtures constituting the secondary water transmission system to point of connection that may run on, under or through the Land.

Grantor and Grantee agree that the provisions of Paragraph 10 of Exhibit B to that certain Deed dated October 16, 2002 from Kennecott Utah Copper Corporation, as grantor, to OM Enterprises Company, as grantee, recorded in the Official Records of Salt Lake County as Instrument No. 8442505, including, without limitation, the "Well Prohibition Covenant" [which prohibits drilling of water wells on the land] and the "Subsequent Transfer Covenant" [which

requires that the Well Prohibition Covenant be inserted in all future deeds for such land] (as such terms are defined in such Paragraph 10), are hereby incorporated into this Deed and shall be binding on Grantee, its successors and assigns.

Grantee agrees that the Land shall be used only for construction and operation of a fixed-guideway transit system and related stations and improvements, otherwise known as the "Mid-Jordan Light Rail Extension", or other transportation uses, unless otherwise agreed to in writing by Grantor and Grantee.

WITNESS the hand of Grantor this 13<sup>th</sup> day of MAY, 2008.

**KENNECOTT LAND RESIDENTIAL  
DEVELOPMENT COMPANY,**  
a Delaware corporation

By: Russell K. Sanford  
Name: Russell K. Sanford  
Title: VICE PRESIDENT

STATE OF Utah )  
COUNTY OF Salt Lake ) ss.

The foregoing instrument was acknowledged before me this 13 day of May, 2008, by Russell K. Sanford, the Vice President of Kennecott Land Residential Development Company, a Delaware corporation.

Natalie K. Alberico  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:

March 24, 2012

