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 Book - 9607 Pg - 4742-4744  
 GARY W. OTT  
 RECORDER, SALT LAKE COUNTY, UTAH  
 SOUTH JORDAN  
 1600 W TOWNE CENTER DR  
 SOUTH JORDAN UT 84095-8265  
 BY: HHP, DEPUTY - WI 3 P.

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 switch easement said strip being located in the Northwest Quarter of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and being more particularly described as follows:

Commencing at the Southwest Corner of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian (Basis of Bearing North 00°02'52" East - 2619.860 feet between the Southwest Corner and the West Quarter Corner of said Section 13) and running East for 2496.056 feet; thence South for 2234.890 feet to the POINT OF BEGINNING; thence South 36°43'14" East for 12.000 feet; thence South 53°16'46" West for 16.000 feet; thence North 36°43'14" West for 12.000 feet; thence North 53°16'46" East for 16.000 feet to the POINT OF BEGINNING.

Containing 192 sq. ft. or 0.004 acres.

A strip of land for the purpose of a traffic power substation said strip being located in the Southwest Quarter of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian and being more particularly described as follows:

Commencing at the Southwest Corner of said Section 13 (Basis of Bearing North 00°02'52" East - 2619.860 feet between the Southwest Corner and the West Quarter Corner of said Section 13) and running North 00°02'52" East along the west line of Section 13 for 129.269 feet; thence South 89°57'07" East perpendicular to said section line for 506.133 feet to the POINT OF BEGINNING; thence North 53°27'06" East for 52.000 feet; thence South 36°32'54" East for 27.000 feet; thence South 53°27'06" West for 52.000 feet; thence North 36°32'54" West for 27.000 feet to the POINT OF BEGINNING.

Containing 1,404 sq. ft. or 0.032 acres.

A strip of land for the purpose of a traffic power substation said strip being located in the Southeast Quarter of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and being more particularly described as follows:

Commencing at the Southwest Corner of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian (Basis of Bearing North 00°02'52" East – 2619.860 feet between the Southwest Corner and the West Quarter Corner of said Section 13) and running East for 3290.379 feet; thence South for 3124.986 feet to the POINT OF BEGINNING; thence South 36°43'14" East for 52.000 feet; thence South 53°16'46" West for 27.000 feet; thence North 36°43'14" West for 52.000 feet; thence North 53°16'46" East for 27.000 feet to the POINT OF BEGINNING.

Containing 1,404 sq. ft. or 0.032 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. In the event that, subsequent to initial commencement of fixed-guideway transit service within the Land, fixed-guideway transit

service within the Land is permanently terminated or abandoned, or is not provided for a period of one year, except when due to a force majeure event, in which case such one year period shall be tolled for the duration of the force majeure event and any time necessary to reconstruct fixed-guideway improvements on the Land, the Land shall, at Grantor's option, revert to Grantor, free of all encumbrances placed on such Land by Grantee or during the period of Grantee's ownership, unless otherwise approved by Grantor in writing at the time of such reversion.

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

