

2280031

GRANT OF EASEMENT

Recorded MAR 12 1969 at 12:31 p.m.
Request of SALT LAKE COUNTY ATTY
Fee Paid HAZEL TAGGART CHASE
Recorder, Salt Lake County, Utah
NOFEE BY [Signature]
Ref. [Signature]

KENNECOTT COPPER CORPORATION, a corporation of the State of New York, duly qualified to own property and to do business in the State of Utah, GRANTOR, for the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants, bargains and sells to SALT LAKE COUNTY, GRANTEE, subject to the limitations and conditions hereinafter set forth, an easement and right of way over, along and across the following described parcels of land in Salt Lake County, State of Utah, to-wit:

A strip of land in the east half of the northeast quarter of the northwest quarter (E1/2 NE1/4 NW1/4) of Section 29, Township 1 South, Range 1 West, Salt Lake Base and Meridian, described as follows:

Beginning at the north quarter corner of said Section 29, thence S 0° 07' 30" W, 50.0 feet; thence N 89° 53' W, 155.20 feet; thence along a curve to the left having a radius of 15 feet, 15.72 feet; thence S 30° 05' 15" W, 977.26 feet; thence N 0° 07' 30" W, 139.11 feet; thence N 30° 05' 05" E, 883.07 feet to a point on the north line of Section 29; thence S 89° 53' E, 215.63 feet to the point of beginning, containing 1.68 acres, more or less, exclusive of County right-of-way for 3600 Street West.

Also a strip of land in the southwest quarter of Section 20, Township 1 South, Range 1 West, Salt Lake Base and Meridian, described as follows:

Beginning at the south quarter corner of said Section 20 (north quarter corner of Section 29); thence N 89° 53' W, 215.63 feet; thence N 30° 05' 15" E, 23.09 feet; thence S 89° 53' E 204.01 feet; thence S 0° 07' 30" E, 20.0 feet to the point of beginning, containing 0.09 acres, more or less, exclusive of County right-of-way for 3600 Street West.

for the construction, maintenance and use of a storm drainage channel and other structures thereon as provided herein.

Expressly excepting, reserving and specifically subject to a perpetual easement, right and privilege on the part of Grantor, its successors,

lessees, licensees and assigns, at all times hereafter, to discharge through the medium of the air upon each and every portion of said lands any and all gases, dust, dirt, fumes and other substances and matter which may be released, given or thrown or blown off, emitted or discharged in the course of or by or through the existence or operation of each or all the smelting plants, reduction works, mills, refineries, power plants, manufactories, tailings deposits and other works or factories which are now or which may hereafter at any time be established or operated by Grantor, its successors, lessees, licensees or assigns, or any of them.

Grantee shall hold Grantor and its respective successors in interest free and harmless of and from and indemnify them from loss by reason of any and all manner of action, causes of action and claims for damage or injury of every kind and character whatsoever and hereafter growing out of or predicated upon injury to person or damage to property claimed to have been caused by the construction, maintenance, operation, existence or use of said storm drainage channel or other structures constructed pursuant hereto.

Grantor expressly reserves the right to construct, operate and maintain ditches, culverts, pipelines or other drainage works, and any other facilities required by Grantor upon, along, under or across said granted premises, provided only that such shall be constructed, operated and maintained by Grantor so as not to interfere with the use thereof by said Grantee.

Grantee agrees to construct, at its sole expense, a siphon in accordance with Exhibit "A," which is attached as part of this Grant of Easement and is entitled, "Kennecott Canal Siphon Project--Decker Lake-- West Valley Boulevard Storm Drain" (Sheet No. 23, HUD-WS-6-45-0062), for the purpose of maintaining the flow of water in Grantor's canal located under the Grantee's storm drain. Further, if the flow of water in Grantor's canal is impeded or

interfered with in any way by the Grantee's storm drain or the siphon, Grantee shall take the necessary action to insure a flow of water in Grantor's canal satisfactory to Grantor and shall pay for the costs of such action.

Grantee agrees that all fencing and piping required to be used with the storm drain on Grantor's property will be provided by Grantee at Grantee's expense. If the storm drain channel is required to be relocated, such relocation will be at Grantee's expense.

TO HAVE AND TO HOLD said easement and right of way for the uses and purposes aforesaid unto the said Grantee, its successors and assigns until terminated by abandonment.

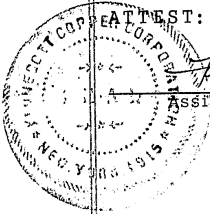
This grant is subject to any prior grants or other rights which may conflict herewith and is without warranty of any kind.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its proper officers thereunto duly authorized this 10th day of January, 1969.

KENNECOTT COPPER CORPORATION,

By *[Signature]*
Its President, Metal Mining Division *[Initials]*

By *[Signature]*
Its Vice President

ATTEST:
[Signature]
Assistant Secretary


STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On the 10 day of JANUARY, 1969, personally appeared
before me C. D. MICHAELSON

and G. E. DWYER

who, being by me duly sworn, did say that they are respectively the

PRESIDENT, METAL MINING DIVISION

and the VICE PRESIDENT

of KENNECOTT COPPER CORPORATION, and that the foregoing instrument was
signed by them on behalf of said corporation, the said officers being thereunto
duly authorized and the said officers acknowledged to me that said corporation
executed the same.

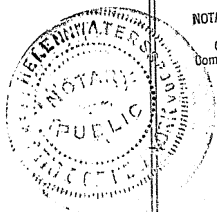
Helen Waters
Notary Public

Residing at: NEW YORK N. Y.

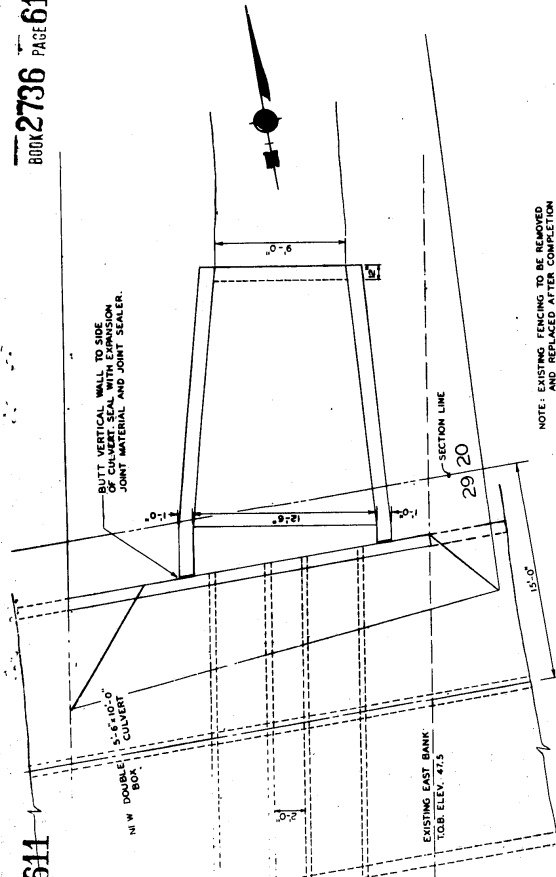
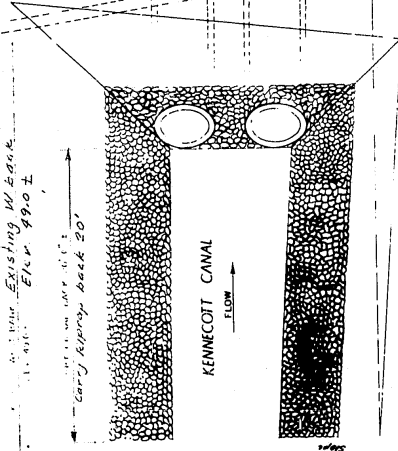
My Commission Expires:

March 30, 1969

HELEN WATERS
NOTARY PUBLIC, State of New York
No. 31-4137650
Qualified in New York County
Commission Expires March 30, 1969



1. 1/2" DIA. EXISTING W. BANK
1. 1/2" DIA. EXISTING E.W. 49.0 ±
2. Carry capacity back 20'

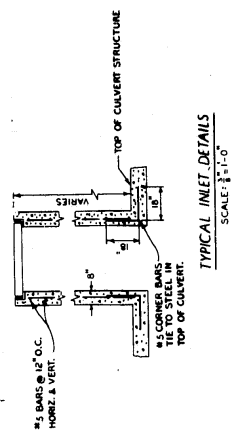


NOTE: EXISTING FENCING TO BE REMOVED AND REPLACED AFTER COMPLETION OF STRUCTURE

PLAN VIEW
SCALE: 1/4" = 1'-0"



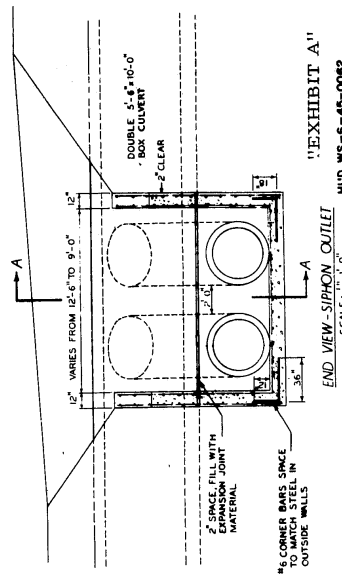
SALT LAKE COUNTY STANDARD
CATCH BASIN GRATING 15" x 40"



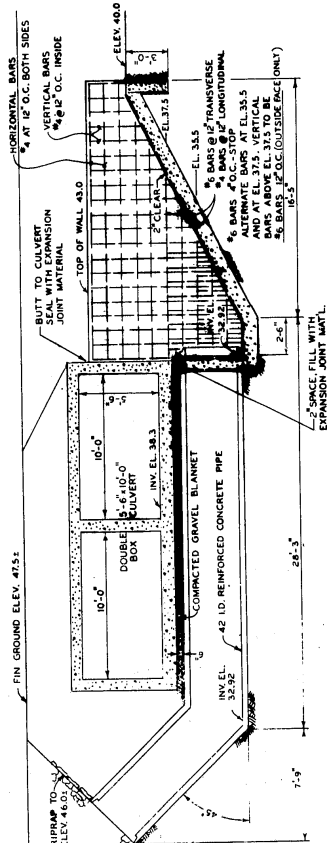
TYPICAL INLET DETAILS
SCALE: 1/4" = 1'-0"

NOTE: FOR DETAILS OF INLET STRUCTURES FOR ELLIPTICAL RCP AND SPRA ALTERNATES SEE SHEETS NOS. 24 & 27
NOTE: FOR EXISTING INLETS TO BE RECONNECTED TO STORM DRAIN SYSTEM (SEE SHEET NOS. 24 & 27) CONTRACTOR TO RISE AS SHOWN EXISTING GRATING MAY BE REUSED.

INLET LOCATION SCHEDULE	
STA. 15+60.0 E	
STA. 7+68.8 E	
STA. 7+71.8 E	
STA. 3+08.8 E	
STA. 15+00.0 E	
STA. 107+30	



END VIEW - SIPHON OUTLET
SCALE: 1/4" = 1'-0"



SECTION A-A
SCALE: 1/4" = 1'-0"

NOTE: IN EXISTING CHANNEL, BEARING THE KENNECOTT CANAL (STA. 108+23 TO STA. 107+75) SHALL BE DOUBLE 10'-0" x 5'-6" CONCRETE BOX CULVERT ONLY BIDS FOR SPRA OR ELEV. FOR ELEV. 2 (STA. 108+02 TO STA. 107+33) SHALL INCLUDE THE COST OF 50 FEET OF BOX CULVERT PLUS THE COST OF TRANSITION FROM BOX TO ALTERNATE SECTION.

FOR CONCRETE SEE GEN. NOTE #1, SHEET NO. 18

HUD WS-6-48-0082

**DECKER LAKE - WEST VALLEY
BOULEVARD STORM DRAIN**
SALT LAKE COUNTY, UTAH

Sheets: G.D., C.E.S., Approved: 1/28/84

KENNECOTT CANAL
SIPHON

SHEET NO. 23
JOB NO. USR-01-01

MORRISON, MAIERLE & PREATOR, INC.
CONSULTING ENGINEERS
SALT LAKE COUNTY, UTAH