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Book - 9843 Pg - 3317-3319
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN TITLE
BY: eCASH, DEPUTY - EF 3 P.

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right-of-Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Warranty Deed
(Controlled Access)
(Corporation)
Salt Lake County

Parcel No. 0182:133NT:5A
Project No. MP-0182(6)
Affecting Tax ID. No. 26-24-300-017

OM Enterprises Company, a corporation of the State of Utah, Grantor, hereby CONVEY AND WARRANT to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of TEN AND NO/100***** Dollars, and other good and valuable considerations, the following described parcel of land in Salt Lake County, State of Utah, to-wit:

A parcel of land in fee for a highway known as Project No. MP-0182(6), being part of an entire tract of property, situate in the NW¼SW¼ Section 24, T. 3 S., R. 2 W., S.L.B. & M., said part of an entire tract also of being part of Lot WTC2 of Amended Lots B2, B3, OS2, T4, V4, V7, & WTC2 Kennecott Master Subdivision #1 according to the official plat, on file, recorded on September 19, 2003, as Entry No. 8824749 in Book 2003P at Page 303 in the office of the Salt Lake County Recorder, Utah. The boundaries of said parcel of land are described as follows:

Beginning at a point 2,419.51 ft. N. 37°29'42" W. along the westerly lot line of Lot UPL 4, and 525.77 ft. S. 52°30'18" W. from the south corner of lot UPL 4, of said Amended Kennecott Master Subdivision #1, which point is 233.04 ft. radially distant southwesterly from the Mountain View Corridor Right of Way Control Line, of said project, opposite approximate Engineer Station 1219+21.43; and running thence N. 89°21'00" W. 21.43 ft.; thence N. 34°02'25" W. 57.00 ft.; thence N. 11°21'50" E. 21.06 ft.; thence Northwesterly 47.07 ft. along the arc of a 5,958.50 ft. radius curve to the left, (Note:

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COMPANY RW-24C (Modified 7-13-09)
Modified with New Access Control language
for a Frontage Road Right of Way System

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Chord to said curve bears N. 33°27'30" W. for a distance of 47.07 ft.); thence N. 33°41'05" W. 173.59 ft.; thence N. 29°52'14" W. 28.24 ft. to a point 224.92 ft. radially distant southwesterly from said control line, opposite approximate Engineer Station 1222+59.67; thence S. 33°43'21" E. 153.11 ft.; thence S. 33°59'44" E. 179.70 ft. to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 1,751 square feet in area or 0.040 acre, more or less.

(Note: Rotate record bearings 0°19'21" clockwise to equal highway bearings.)

The above described parcel of land is conveyed subject to all matters of record or that would be disclosed by a current ALTA Survey of said parcel.

Pursuant to that certain "Right of Way Contract" dated December 22, 2008 by and between Grantor and Grantee, Grantor has reserved the right, for a period of thirty (30) years after the date hereof, to repurchase the above described parcel of land hereby conveyed under the terms and conditions more specifically set forth in said Right of Way Contract.

Grantor hereby reserves from this conveyance all steam and other forms of thermal energy on, in under or appurtenant to the above described parcel of land, together with the right to remove or extract the same, provide that Grantor does not have the right to enter upon the surface of said parcel or the first 500 feet below the surface of said parcel to remove or extract the same. In addition, Grantor hereby reserves for itself or its affiliates all water rights or water shares in any way connected with or appurtenant to said parcel.

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.

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