

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

12207636  
01/19/2016 01:09 PM \$0.00  
Book - 10396 Pg - 4456-4459  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
UT ST-DEPT OF TRANSPORTATION  
BOX 148420 ATT: JASON HENLEY  
SLC UT 84114-8420  
BY: LHP, DEPUTY - WI 4 P.

## Quit Claim Deed

(Controlled Access)  
(Corporation)

Salt Lake County

Tax ID No. 26-24-100-007  
PIN No. 7703  
Project No. MP-0182(6)  
Parcel No. 0182:134NT2:2A

Kennecott Land Company

a Corporation of the State of Delaware Grantor(s),  
hereby GRANTS to the UTAH DEPARTMENT OF TRANSPORTATION,  
at 4501 South 2700 West, Salt Lake City, Utah 84114, Grantee,  
for the sum of TEN (\$10.00) Dollars,  
and other good and valuable considerations, the following described easement 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 SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 24, T.3S., R.2W., S.L.B. & M., said part of an entire tract of property 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 in the easterly boundary line of Lot UPL 4 of said Amended Kennecott Master Subdivision #1, which point is 812.94 feet N.37°29'42"W. along the westerly lot line, and 250.00 feet N.52°30'18"E. feet from the southwest corner of Lot UPL 4, which point is also 100.94 feet perpendicularly distant northwesterly from the Daybreak Parkway Right of Way Control Line for said project, opposite approximate Engineer Station 154+82.21; and running thence N.66°17'02"E. 123.09 feet to a point

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73.63 feet perpendicularly distant northwesterly from said control line, of said project, opposite approximate engineer station 156+02.24; thence S.54°53'05"W. 25.26 feet; thence S.58°48'56"W. 94.89 feet to the easterly boundary line of Lot UPL 4; thence N.37°29'42"W. 17.84 feet along said easterly boundary line 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 1,149 square feet in area or 0.026 acre, more or less.

(Note: Rotate all bearings in the above description 0°19'21" clockwise to match the above said Right of Way Control Line.)

(Note: Engineer Stations used in the above document are based on the Mountain View Corridor Right of Way Control Line for highway Project No. MP-0182(6))

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

Grantors hereby reserve 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, provided that Grantors do 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, Grantors hereby reserve for themselves or their affiliates all water rights or water shares in any way connected with or appurtenant to said parcel.

Grantors 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.

If Grantee discovers any hazardous materials or substances on the parcel of land prior to or during construction on the parcel of land in quantities or concentrations that exceed thresholds imposed by appropriate governmental entities for highway use in effect as of April 5, 2013, Grantor, at its sole cost and expense, agrees to remove and/or remediate such hazardous materials or substances on the parcel of land subject to and in compliance with any governmental requirements for such remediation or removal. The provisions of this Paragraph shall survive the transfer of the parcel of land from Grantor to Grantee for a

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period of thirty (30) years; provided, however, the foregoing obligation shall run to Grantee only and not to any subsequent owner of an interest in the parcel of land.

Together with and subject to any and all easements, rights-of-way and restrictions appearing of record or enforceable in law and equity.

To enable the Utah Department of Transportation to construct and maintain a public highway as a freeway, as contemplated by Title 72, Chapter 6, Section 117, Utah Code Annotated, as amended, the limited access highway facility that will comprise of frontage roads and adjacent lands between the frontage roads for the future limited access highway, the Owners of said entire tract of property hereby release and relinquish to the Utah Department of Transportation any and all rights of ingress and egress from Owner's remaining property adjacent to the land, which consists of the limited access highway.

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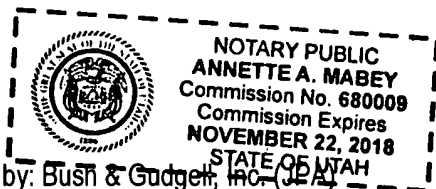
By: af  
**Andrea Frost**  
Corporate Counsel  
Date: 1-13-16

STATE OF Utah )  
COUNTY OF Salt Lake ) ss.  
By [Signature]

Kennecott Land Company

**WITNESS** my hand and official stamp the date in this certificate first above written:

Annette D'Neby  
Notary Public



Prepared by: Bush & Gidycz, Inc. (JDF) 3/28/2013  
Revised by: Meridian Engineering, Inc. (JDF) 6/30/2014  
Revised by: Meridian Engineering, Inc. (RMB) (1S) 12/30/2015

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