

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

12322146  
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Book - 10453 Pg - 2785-2787  
GARY W. OTT  
RECODER, SALT LAKE COUNTY, UTAH  
FIRST AMERICAN TITLE  
BY: LHA, DEPUTY - WI 3 P.

# **Easement**

## **(CORRECTION INSTRUMENT)**

### **(Corporation)**

Salt Lake County      Tax ID No. 26-14-202-009  
                            PIN No. 7703  
                            Project No. MP-0182(6)  
                            Project No. 0182:133NT2:2E

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 non-exclusive perpetual easement through and across a part of an entire tract, located in the SW 1/4 NE 1/4, of Section 14, T.3S., R.2W., S.L.B. & M., said part of an entire tract of property also of being part of Lot WTC1 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, for the purpose of constructing, maintaining, and repairing thereon a drainage pipe, culvert and drainage facility and appurtenant parts thereof incident to the construction of a highway known as Project No. MP 0182(6). Access to the easement shall be to or from the nearest public right of way to the West and the adjoining UDOT parcel to the East. The boundaries of said part of an entire tract are described as follows:

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Beginning at a point 826.01 feet S.89°55'04"E. along the section line and 1750.73 feet S.00°04'56"W. from the North Quarter corner of said Section 14, at a point 192.96 feet radially distant easterly from the Mountain View Corridor Right of Way Control Line opposite approximate Engineer Station 1295+06.33; and running thence N.05°09'21"W. 114.21 feet; thence N.57°07'33"E. 85.76 feet; thence N.37°01'23"E. 75.15 feet; thence S.07°19'21"E. 29.81 feet; thence S.34°52'58"W. 60.56 feet; thence S.23°49'09"W. 144.82 feet; thence S.64°11'01"W. 19.66 feet to the point of beginning. The above described tract of land contains 8,482 square feet or 0.195 acre, more or less.

(Note: Engineer Stations used in the above description are based on the Right of Way Control Line for said Project.)

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

(Note: This instrument is given to correct the point of beginning tie, on that certain Easement recorded as Entry No. 12207623 in Book 10396 at page 4414 in the office of the Salt Lake County Recorder, Utah.)

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.

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, provided 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 grantees, 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 well 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.

Grantor(s) shall not build or construct, nor permit to be built or constructed, any building or structure (but excluding paving and landscaping) over or across the easement, nor change the contour thereof in a

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manner that would adversely affect the functionality or access to the easement, without the written consent of Grantee. This easement shall be binding upon and inure to the benefit of the successors and assigns of Grantor(s) and Grantee, and except as provided herein, may be assigned in whole or part by Grantee.

IN WITNESS WHEREOF, said Kennecott Land Company  
has caused this instrument to be executed by its proper officers thereunto duly authorized, this 14 day of  
July, A.D. 20 16.

STATE OF Utah) Kennecott Land Company  
COUNTY OF Salt Lake)  
ss. By JP

On the date first above written personally appeared before me,  
JP Berson, who, being by me duly sworn, says that he is the  
Director Divestments of Kennecott Land Company, a corporation of the state of  
Delaware, and that the within and foregoing instrument was signed in behalf of said corporation by authority  
of Corporate Resolution, and said JP Berson acknowledged to me  
that said corporation executed the same.

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

Michelle Farnsworth  
Notary Public



Prepared by: Bush & Gudgell, Inc. (COJ) 9/22/2010  
Revised by: Meridian Engineering, Inc. (JDF) (1S) 6/17/2014  
Correction by: Meridian Engineering, Inc. (TJB) 7/13/2016

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