

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

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07/18/2016 09:59 AM \$14.00
Book - 10453 Pg - 2795-2797
GARY W. OTT
RECORDER, 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)
	Parcel No.	0182:133NT2:E

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, upon part of an entire tract of property, located in the SW $\frac{1}{4}$ NE $\frac{1}{4}$, of Section 14, T.3S., R.2W., S.L.B. & M., said part of an entire tract of property also 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 drainage access 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 adjoining temporary easement to the South and the adjoining perpetual easement to the North. The boundaries of said part of an entire tract being a strip of land 12 feet wide, being 6 feet on each side of, and parallel with the centerline of a constructed maintenance road, the centerline of said strip of land being described as follows:

Continued on Page 2
COMPANY RW-09C (11-01-03)

PAGE 2

PIN No. 7703
Project No. MP-0182(6)
Parcel No. 0182:133NT2:E

Beginning at a point 1034.29 feet S.89°55'04"E. along the section line and 1794.92 feet S.00°04'56"W. from the North Quarter corner of said Section 14; and running thence N.31°45'03"W. 79.37 feet; thence Northerly 60.05 feet along the arc of an 80.00 feet radius curve to the right, (Note: Chord to said curve bears N.10°14'44"W. for a distance of 58.65 feet) to the southerly line of the Kennecott Daybreak Bingham Creek subdivision to the point of terminus. The above described strip of land contains 1,674 square feet in area or 0.038 acre, more or less.

(Note: The boundary lines of said strip easement shall be extended and/or shortened to begin and end on, and to conform to, the proposed right-of-way line of said Mountain View Corridor, and any abutting property lines.)

(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. 12207628 in Book 10396 at page 4429 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

Continued on Page 3
COMPANY RW-09C (11-01-03)

PAGE 3

PIN No. 7703
Project No. MP-0182(6)
Parcel No. 0182:133NT2:E

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 

On the date first above written personally appeared before me,
JP Benson, 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 Benson 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. (PJW) 10/5/2010
Revised by: Meridian Engineering, Inc. (JDF) (1S) 6/17/2014
Correction by: Meridian Engineering, Inc. (TJB) 7/13/2016

COMPANY RW-09C (11-01-03)