

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

12322154  
07/18/2016 09:59 AM \$16.00  
Book - 10453 Pg - 2812-2815  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
FIRST AMERICAN TITLE  
BY: LHA, DEPUTY - MI 4 P.

**Easement**  
**(CORRECTION INSTRUMENT)**  
(Corporation)

Salt Lake County	Tax ID No.	26-14-201-001 26-14-201-002
	Pin No.	7703
	Project No.	MP-0182(6)
	Parcel No.	0182:134B:4E

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 temporary easement through and across a part of an entire tract of land, 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 a part of Lots P-119 and P-120 Kennecott Daybreak Bingham Creek Amending Portions of Lots B1, B2, OS1, OS2, WTC1 and V3 of the Kennecott Master Subdivision #1 Amended according to the official plat, on file, recorded on December 30, 2009, as Entry No. 10869681 in Book 2009P at Page 193 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 perpetual easement to the South and the adjoining UDOT parcel to the Northwest. This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction of Bingham Creek Road is complete. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere

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with construction activities. 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:

Beginning at a point 981.91 feet S.89°55'04"E. along the section line and 1669.78 feet S.00°04'56"W. from the North Quarter Corner of said Section 14; and running thence Northeasterly 48.36 feet along the arc of a 80.00-foot radius curve to the right (Note: The chord to said curve bears N.28°34'42"E. for a distance of 47.63 feet); thence N.45°53'49"E. 65.97 feet; thence Northeasterly 170.55 feet along the arc of a 300.00-foot radius curve to the left, (Note: Chord to said curve bears N.29°36'38"E. for a distance of 168.26 feet); thence Northerly 23.18 feet along the arc of a 40.00-foot radius compound curve to the left, (Note: Chord to said curve bears N.03°16'47"W. for a distance of 22.86 feet) to the point of terminus. The above described strip of land contains 3,693 square feet in area or 0.085 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 Temporary Easement recorded as Entry No. 12207633 in Book 10396 at page 4446 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

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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 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 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.

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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 )  
COUNTY OF Salt Lake ) ss. Kennecott Land Company  
By [Signature] Manager

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:

[Signature: Michelle Farnsworth]  
Notary Public



Prepared by: Bush & Gudgell, Inc. (JPA)	3/23/2013
Revised by: Meridian Engineering, Inc. (JDF)	4/29/2014
Revised by: Meridian Engineering, Inc. (RMB) (1S)	12/30/2015
Correction by: Meridian Engineering, Inc. (TJB)	7/13/2016

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