

ROAD DEDICATION AND IMPROVEMENT AGREEMENT

THIS ROAD DEDICATION AND IMPROVEMENT AGREEMENT (“**Agreement**”) is made effective as of the 6th day of September, 2022 (“**Effective Date**”), by and between TOOELE COUNTY, a political subdivision of the State of Utah (the “**County**”), and KENNECOTT UTAH COPPER LLC, a Utah limited liability company formerly known as Kennecott Utah Copper Corporation (“**Kennecott**”). The County and Kennecott are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. Kennecott and County are parties to that certain Master Development Agreement for Adobe Rock Ranch, a master planned community (the “**Development Agreement**”), dated December 18, 2018.

B. Kennecott dedicated certain real property for public right of way (the “**Right of Way Property**”) for Stansbury Parkway, Center Street and Pole Canyon Road located in Tooele County, Utah, as generally depicted on Exhibit A attached hereto and made a part hereof.

C. Proposition 2 of the 2020 General Election resulted in the nullification of Ordinance 2018-15 adopted by the Tooele County Commission approving the Adobe Rock Ranch Project and the Development Agreement.

D. Section 38 of the Development Agreement provides that “if the Development Agreement is terminated or the Property is no longer zoned P-C Zone, whether by referendum or otherwise, then [Kennecott’s] obligations under this Section will terminate and be of no further force or effect and any property previously dedicated by [Kennecott] (or its affiliates) hereunder will immediately revert to [Kennecott] (or the affiliate making such dedication) and all instruments of transfer or dedication will provide for such reversion.”

E. Pursuant to County’s request, Kennecott is willing to forgo the vacation and reversion to Kennecott of certain portions of the Right of Way Property, subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. No Vacation of Right of Way Property.

(a) Subject to the terms and conditions of this Agreement, Kennecott conditionally waives the right, pursuant to Section 38 of the Development Agreement, to require County to vacate and convey the Right of Way Property to Kennecott.

(b) Subject to the terms and conditions of this Agreement, Kennecott agrees, within sixty (60) days of County’s request, to dedicate certain real property consisting of

approximately .96 acres for additional public right of way for Center Street (the “**Additional Center Street Dedication Parcel**”) as depicted and legally described on Exhibit B attached hereto and made a part hereof.

(c) Notwithstanding anything to the contrary in Section 1(a), County shall, within one hundred twenty (120) days of the Effective Date, formally vacate and convey to Kennecott certain portions of the right of way for Center Street including: (i) the 1.56 acre portion of the right of way as legally described on Exhibit C attached hereto and made a part hereof (the “**North Center Street Vacation Parcel**”); (ii) the 5.93 acre portion of the right of way as legally described on Exhibit D attached hereto and made a part hereof (the “**South Center Street Vacation Parcel**”); and (iii) the 0.46 acre portion of the right of way as legally described on Exhibit E attached hereto and made part hereof (the “**Existing Center Street Vacation Parcel**”). Within ten (10) days of the adoption of the ordinance to vacate, County shall execute, acknowledge and deliver to Kennecott a recordable deed in the form attached hereto as Exhibit F conveying title to the North Center Street Vacation Parcel, the Existing Center Street Vacation Parcel, and the South Center Street Vacation Parcel.

2. Additional Right of Way. As a material inducement for Kennecott to enter into this Agreement, within one (1) year of the Effective Date (the “**Dedication Deadline**”), County will, at its sole cost and expense, use commercially reasonable efforts to obtain from the landowners owning property adjacent to Center Street including Robert D. Salt and Stansbury Farms, LLC (collectively, the “**Additional Landowners**”), dedications of their respective properties for right of way to provide a 66 foot wide right of way for Center Street as depicted on the drawings prepared by Ensign Engineering and Land Surveying, Inc., a copy of which are attached hereto as Exhibit G and made a part hereof. Kennecott agrees that if the County obtains the right of way dedications from the Additional Landowners by the Dedication Deadline, Kennecott will rededicate the right of way for the South Center Street Vacation Parcel.

3. Design of Road Improvements by County. At least one hundred twenty (120) days prior to commencing construction of the Roadway Improvements (defined below), County will, at its sole cost and expense, cause to be prepared and delivered to Kennecott for review and approval preliminary design plans (the “**Design Plans**”) for the Roadway Improvements. The “**Roadway Improvements**” shall mean all necessary improvements to Stansbury Parkway, Center Street and Pole Canyon Road for public use including, without limitation, curb, gutter, sidewalk, paved roadway, storm drainage, sewer, water and other utility lines and all related facilities and improvements. Kennecott agrees to review and provide comments, if any, to the Design Plans within sixty (60) days of receipt thereof. The Design Plans will require Stansbury Parkway, Center Street and Pole Canyon Road to be designed and constructed as 66 foot wide public streets. The Design Plans will provide and the Roadway Improvements will include: (a) access connections and curb cuts acceptable to Kennecott providing vehicular and pedestrian access for the benefit and development of Kennecott’s real property consisting of approximately 302 acres commonly known as Parcel No. 05-033-0-0044 and Parcel No. 05-028-0-0060 (the “**Kennecott Property**”); and (b) utility line taps, t-lines and other points of connection acceptable to Kennecott to allow use of the utilities for the benefit and development of the Kennecott Property. Any material change to the Design Plans approved by Kennecott will require the prior written consent of Kennecott, which will not be unreasonably withheld so long as the requirements of subparagraphs (a) and (b) above are implemented in a manner acceptable to Kennecott.

4. Construction of Roadway Improvements by County. As a material inducement to Kennecott to enter into this Agreement, County will, at its sole cost and expense, construct the Roadway Improvements for Stansbury Parkway, Center Street and Pole Canyon Road. County will complete the Roadway Improvements within two (2) years following the Effective Date (the “**Roadway Completion Deadline**”). County will design and construct the Roadway Improvements in accordance with the Design Plans approved by Kennecott and all applicable federal, state and local laws, statutes, rules, regulations and permits. County will obtain all permits, licenses, and other approvals required by any federal, state or local authorities for the siting and construction of the Roadway Improvements. Concurrently with the construction of the Roadway Improvements, County shall cause to be removed from the Kennecott Property the existing roadway improvements, if any, located within the former alignment of Center Street.

5. Development of Kennecott Property. In connection with the use and/or development of the Kennecott Property, County will not: (a) impose on Kennecott, or its successors and assigns, any fee, charge or cost to connect to and use the Roadway Improvements; and/or (b) delay, restrict or hinder access to and use by Kennecott and its successors and assigns of all or any part of the Roadway Improvements. The Roadway Improvements and this Section 5 are intended to run with the land and benefit the Kennecott Property.

6. Dedication of Right of Way. County will be solely responsible to obtain the necessary right of way to construct the Roadway Improvements for Stansbury Parkway, Center Street and Pole Canyon Road for public use. In recognition of Kennecott’s previous dedication of the Right of Way Property, the Parties agree that except as specifically provided in this Agreement Kennecott will have no obligation to dedicate any additional portions of the Kennecott Property for right of way, public utilities, drainage or other purposes in connection with County’s improvements to Stansbury Parkway, Center Street and/or Pole Canyon Road.

7. Kennecott Remedies.

(a) County acknowledges Kennecott will not receive the primary and fundamental benefits under this Agreement if the County fails to obtain good and sufficient dedication of right of way for Center Street from the Additional Landowners by the Dedication Deadline, and complete the construction of the Roadway Improvements by the Roadway Completion Deadline. Accordingly, if County fails to obtain good and sufficient dedication of right of way for Center Street from the Additional Landowners by the Dedication Deadline, or fails to complete the construction of the Roadway Improvements by the Roadway Completion Deadline, Kennecott shall have the right, in its sole and absolute discretion, to withdraw, in whole or part, the prior dedications of right of way by Kennecott for Stansbury Parkway, Center Street and Pole Canyon Road (each a “**Right of Way Withdrawal**”). Kennecott shall delivery of written notice to County of any such Right of Way Withdrawal. Within ninety (90) days of receipt of such written notice of a Right of Way Withdrawal, County shall, at its sole cost and expense, take the following actions: (i) vacate the portions of the right of way identified by Kennecott in the notice; (ii) execute, acknowledge and deliver to Kennecott a recordable deed in the form attached hereto as Exhibit F conveying title to the right of way withdrawn by Kennecott pursuant to this Section 7; (iii) remove any roadway improvements and restore to its original condition the right of way withdrawn by Kennecott pursuant to this Section 7; and (iv) take any and all necessary actions to

terminate use by the public and adjacent owners of the right of way withdrawn by Kennecott pursuant to this Section 7.

(b) County shall be in default under this Agreement if, after written notice from Kennecott, County fails to perform any of County's obligations under this Agreement within thirty (30) calendar days of receipt of such notice. In the event of a default by County not cured within the 30-day cure period, Kennecott shall have the right to institute legal action against County for specific performance, declaratory or injunctive relief, monetary damages, and/or any other remedy provided by law.

(c) If County defaults in the performance of any obligation (including under Section 7(a)) imposed on it by this Agreement and does not cure such default within the 30-day cure period, Kennecott, without waiver of or prejudice to any other right or remedy it may have and without liability to County, shall have the right, at any time thereafter, to cure such default for the account of County. County shall within fifteen (15) days of receipt of an invoice reimburse Kennecott for any amount paid and any expense or contractual liability so incurred (including reasonable attorneys' fees and costs).

(d) The various rights and remedies herein granted to Kennecott shall be cumulative and in addition to any other right and remedy Kennecott may be entitled to at law or in equity, and the exercise of one or more rights or remedies shall not impair Kennecott's right to exercise any other right or remedy.

8. Notices. All notices required or desired to be given hereunder will be in writing and will be deemed to have been given on the date of personal service upon the Party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, and addressed to the Parties at the following addresses:

To County: Tooele County
 Attn: Rachelle Custer, Community Development Director
 47 South Main Street
 Tooele, UT 84074
 Phone: 435-843-3160

To Kennecott: Kennecott Utah Copper LLC
 Attn: Jason Hill
 4700 W. Daybreak Parkway, Suite 3S
 South Jordan, UT 84009
 Phone: 801-569-6442

Any Party may change its address for notice hereunder by giving written notice to the other Party in accordance with the provisions of this Section.

9. General Provisions.

(a) Attorney's Fees. The Parties each agree that should they default in any of the covenants or agreements contained herein, the defaulting Party will pay all costs and expenses, including reasonable attorney's fees and court costs, which may arise or accrue from the

enforcement of this Agreement, or in pursuing any remedy provided for hereunder or by the statutes, or other laws of the State of Utah, whether such remedy is pursued by filing suit or otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment.

(b) Amendment. Neither this Agreement nor any provision hereof may be changed, amended, modified, waived, or discharged orally or by any course of dealing, but only by an instrument in writing signed by the Party against which enforcement of the change, amendment, modification, waiver, or discharge is sought.

(c) Entire Agreement. This Agreement contains the entire agreement by and between the Parties with respect to the subject matter hereof, and supersedes any prior promises, representations, warranties, inducements or understanding between the Parties which are not contained herein. The recitals to this Agreement are by this reference incorporated herein.

(d) Section Headings. The section headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

(e) Binding Effect. This Agreement will run with the land for the benefit of the Kennecott Property and be binding upon and inure to the benefit of the Parties hereto and upon their respective officers, agents, employees, representatives, affiliates and assigns.

(f) Recording with County Recorder. Kennecott may record a memorandum or notice of this Agreement with the Tooele County Recorder's Office.

(g) Applicable Law; Jurisdiction. This Agreement will be governed by and construed and enforced in accordance with the laws of the State of Utah. The Parties hereby agree that any judicial action associated with this Agreement will be taken in the Third Judicial County Court of Tooele County, Utah.

(h) Waiver. Failure of either County or Kennecott to exercise any right given hereunder or to insist upon strict compliance with regard to any term, condition, or covenant specified herein, will not constitute a waiver of County's or Kennecott's right to exercise that right or to demand strict compliance with any term, condition, or covenant under this Agreement.

(i) Severability. If any portion of this Agreement is held to be unenforceable, any enforceable portion thereof and the remaining provisions of this Agreement will continue in full force and effect.

(j) Time of the Essence. Time is expressly made of the essence with respect to the performance of each and every obligation hereunder.

(k) No Relationship. Nothing in this Agreement will be construed to create any partnership, joint venture, or other fiduciary relationship between the Parties.

(l) Construction. Kennecott and County acknowledge that they and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the

effect that any ambiguities are to be resolved against the drafting Party will not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

(m) Counterparts. This Agreement may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together will constitute one and the same Agreement. E-mailed signatures will be treated as if they were originals.

[SIGNATURE PAGE FOLLOWS]

Executed as of the dates below written to be effective as of the Effective Date.

KENNECOTT:

KENNECOTT UTAH COPPER LLC, a Utah limited liability company formerly known as Kennecott Utah Copper Corporation

Date: 23 August, 2022

By: [Signature]
Name: MIKE GOODWIN
Its: GM FINANCE

Jeff Armington
Approved as to form by RT legal

COUNTY:

TOOELE COUNTY, a political subdivision of the State of Utah

Date: 25 Aug, 2022

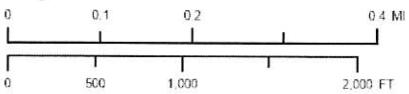
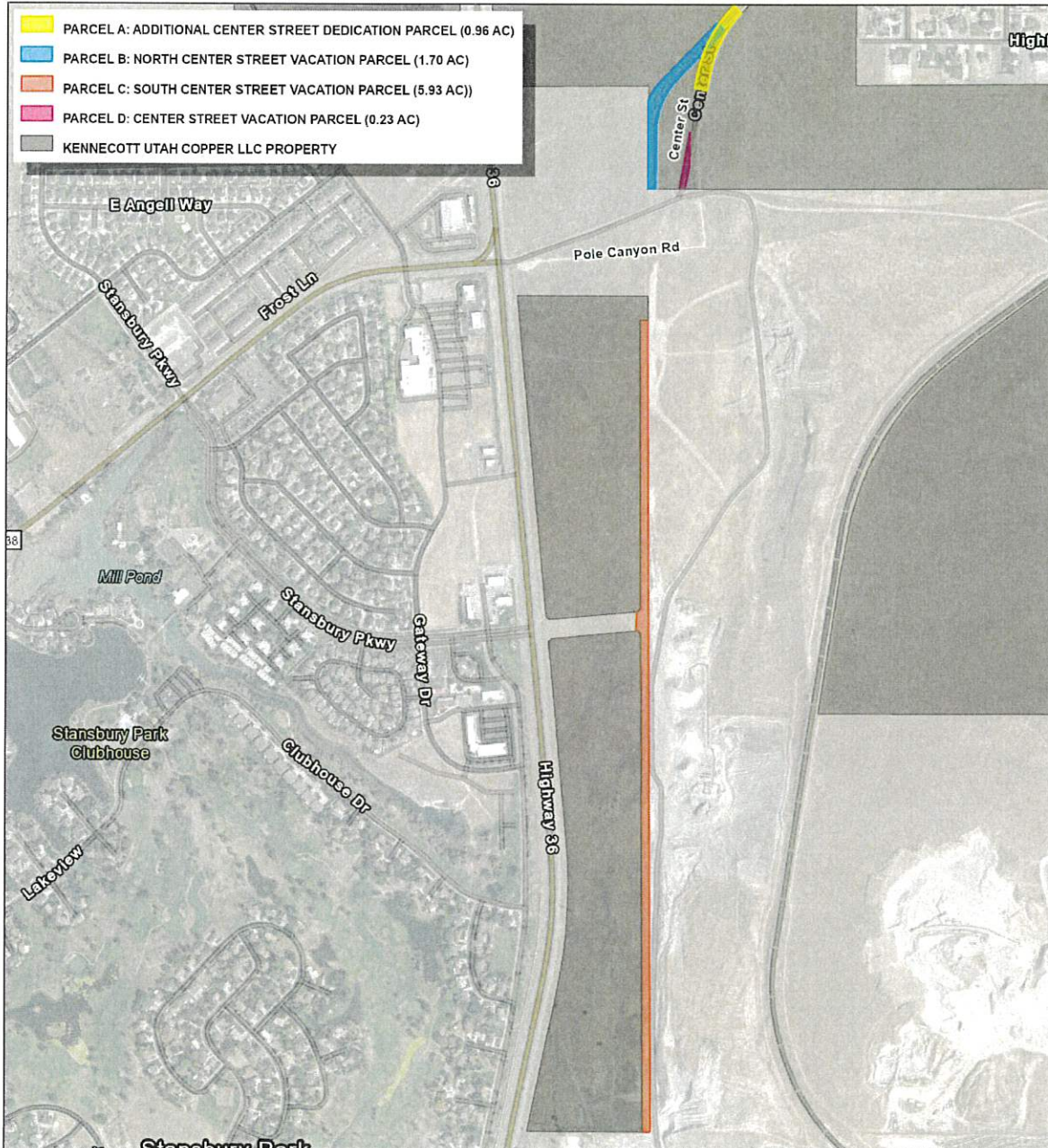
By: [Signature]
Print Name: James A. Welch
Title: County Manager

APPROVED AS TO FORM:

[Signature] 08/24/2022
Colin Winchester
Deputy County Attorney

EXHIBIT A TO ROAD DEDICATION AND IMPROVEMENT AGREEMENT

(Depiction of Right of Way Property)



Rio Tinto
Kennecott Copper

DATE: 8/3/2022 4:00 PM
 CREATED BY: COLTON NORMAN
 DOCUMENT NAME: POLE CANYON ROAD-POLE CANYON ROAD
 COORDINATE SYSTEM: NAD 1983 STATEPLANE UTAH CENTRAL FIPS 4302 FEET
 © 2022 RIO TINTO KENNECOTT

**EXHIBIT B
TO
ROAD DEDICATION AND IMPROVEMENT AGREEMENT**

(Additional Center Street Dedication Parcel)

Legal Description of .96 acre parcel to be dedicated to Tooele County pursuant to Section 1(b)

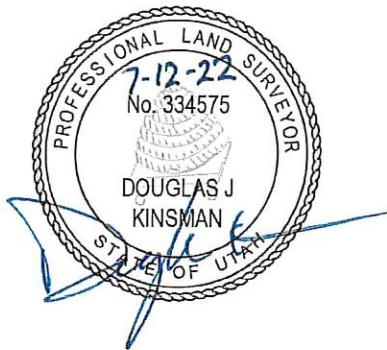
EXHIBIT A
CENTER STREET – NORTH OF POLE CANYON ROAD

A parcel of land, situate in the Southeast Quarter of Section 10, Township 2 South, Range 4 West, Salt Lake Base and Meridian, said parcel is also located in Tooele County, Utah, more particularly described as follows:

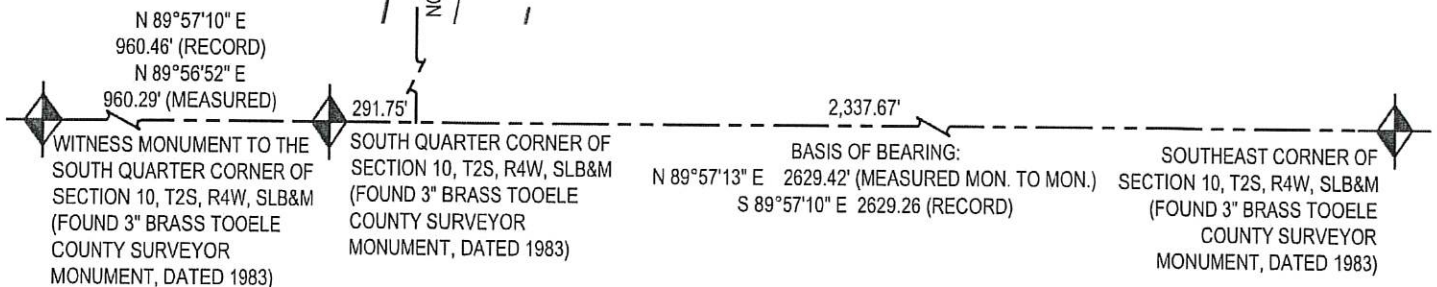
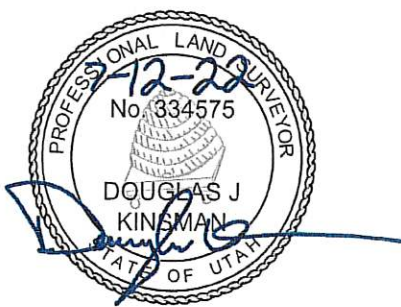
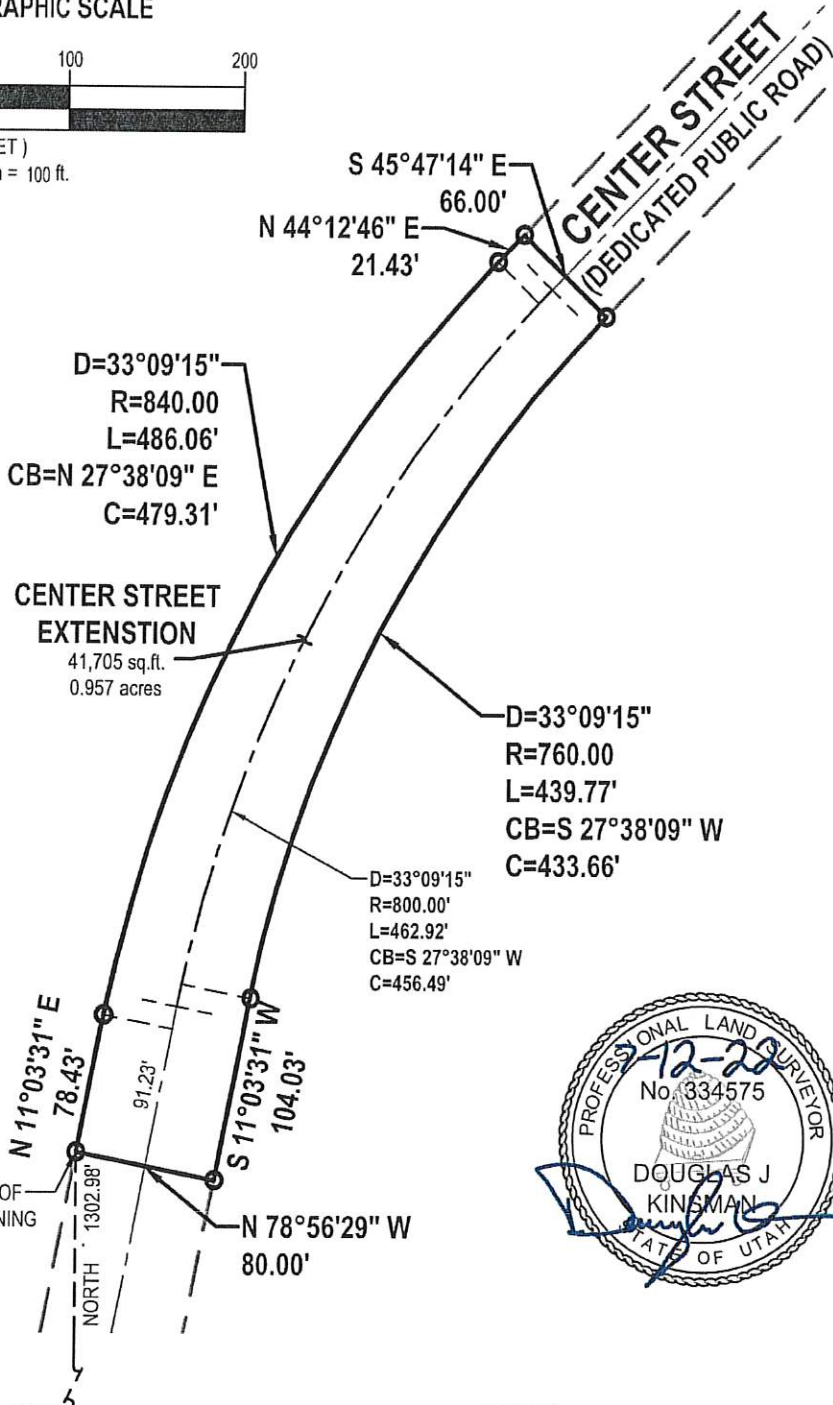
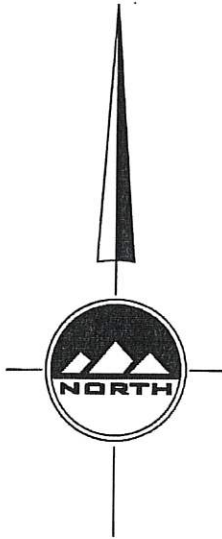
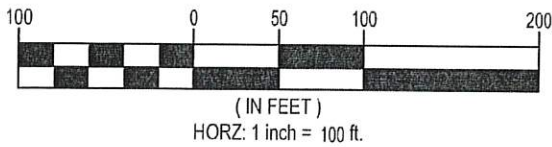
Beginning at a point being North 89°57'13" East 291.76 feet along the Section Line, and North 1302.98 feet from the found 3" brass Tooele County Surveyor's monument, dated 1983, at the South Quarter Corner of Section 10, Township 2 South, Range 4 West, Salt Lake Base and Meridian, and running:

thence North 11°03'31" East 78.43 feet;
thence Northeasterly 486.06 feet along the arc of a 840.00-foot radius tangent curve to the right (center bears South 78°56'29" East and the long chord bears North 27°38'09" East 479.31 feet through a central angle of 33°09'15");
thence North 44°12'46" East 21.43 feet;
thence South 45°47'14" East 66.00 feet;
thence Southwesterly 439.77 feet along the arc of a 760.00-foot radius non-tangent curve to the left (center bears South 45°47'14" East and the long chord bears South 27°38'09" West 433.66 feet through a central angle of 33°09'15");
thence South 11°03'31" West 104.03 feet;
thence North 78°56'29" West 80.00 feet; to the Point of Beginning.

Contains 41,705 square feet or 0.957 acres.



HORIZONTAL GRAPHIC SCALE



PROJECT # 7785B 1 OF 1 <small>FILE FA</small>	LAKE POINT CENTER STREET EXTENSION CENTER STREET POLE CANYON, UTAH EXHIBIT B	FOR: TOOELE COUNTY BUILDING AND DEVELOPMENT SERVICES 47 SOUTH MAIN STREET TOOELE, UT 84074 RACHELLE CUSTER: 435-843-3263	169 N. Main Street, Unit 1 Tooele, Utah 84074 Phone: 435.843.3590 Fax: 435.578.0108 www.ensignutah.com
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**EXHIBIT C
TO
ROAD DEDICATION AND IMPROVEMENT AGREEMENT**

(North Center Street Vacation Parcel)

Legal Description of 1.56 acre parcel to be vacated by Tooele County and conveyed to
Kennecott pursuant to Section 1(c)

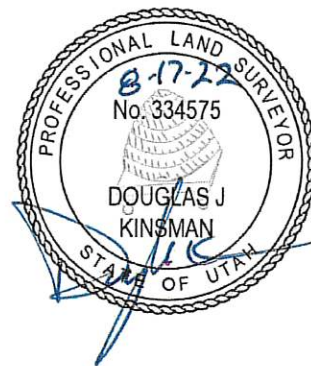
NORTH CENTER STREET VACATION

A parcel of land, situate in the Southeast Quarter of Section 10, Township 2 South, Range 4 West, Salt Lake Base and Meridian, also located in Tooele County, Utah, more particularly described as follows:

Beginning at a point which is located North $0^{\circ}10'10''$ East 670.00 feet along the Quarter Section Line from the found 3" brass Tooele County Surveyor's monument, dated 1983, at the South Quarter Corner of Section 10, Township 2 South, Range 4 West, Salt Lake Base and Meridian, and running:

thence North $0^{\circ}10'10''$ East 558.81 feet along the Quarter Section Line;
thence Northeasterly 158.84 feet along the arc of a 500.00-foot radius non-tangent curve to the right (center bears $63^{\circ}59'19''$ East, and the long chord bears North $35^{\circ}06'44''$ East 158.17 feet, through a central angle of $18^{\circ}12'05''$);
thence North $44^{\circ}12'46''$ East 623.11 feet to the West line of the Center Street Extension;
thence Southwesterly 335.21 feet along the arc of a 840.00-foot radius non-tangent curve to the left (center bears South $45^{\circ}47'14''$ East, and the long chord bears South $32^{\circ}46'50''$ West 332.99 feet, through a central angle of $22^{\circ}51'51''$);
thence South $44^{\circ}12'46''$ West 221.13 feet;
thence Southwesterly 384.35 feet along the arc of a 500.00-foot radius tangent curve to the left (center bears South $45^{\circ}47'14''$ West, and the long chord bears South $22^{\circ}11'28''$ West 374.96 feet, through a central angle of $44^{\circ}02'36''$);
thence South $0^{\circ}10'10''$ West 349.14 feet;
thence South $89^{\circ}57'13''$ West 50.00 feet, to the Point of Beginning.

Parcel contains: 67,844 square feet, or 1.56 acres.



NORTH QUARTER CORNER
OF SECTION 10, T2S, R4W,
SLB&M (NOT LOCATED,
CALCULATED LOCATION)

N 0°10'10" E 5325.90' (FOUND MON. TO CALC. MON.)

D=18°12'05"
R=500.00
L=158.84'
CB=N 35°06'44" E
C=158.17'

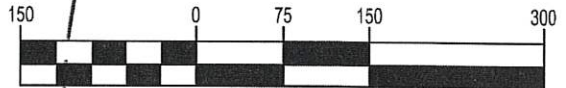
N 44°12'46" E 623.11'

D=22°51'51"
R=840.00
L=335.21'
CB=S 32°46'50" W
C=332.99'

NORTH CENTER
STREET VACATION

67,844 sq.ft.
1.56 acres

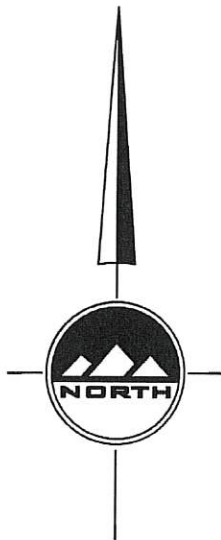
HORIZONTAL GRAPHIC SCALE



(IN FEET)
HORZ: 1 inch = 150 ft.

D=44°02'36"
R=500.00
L=384.35'
CB=S 22°11'28" W
C=374.96'

CENTER STREET
(DEDICATED PUBLIC ROAD)



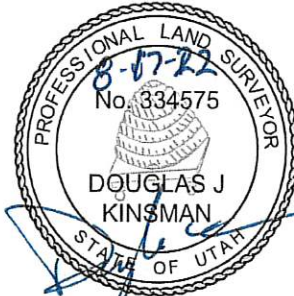
N 0°10'10" E 558.81'

S 0°10'10" W 349.14'

POINT OF
BEGINNING

SOUTH QUARTER CORNER OF
SECTION 10, T2S, R4W, SLB&M
(FOUND 3" BRASS TOOLEE
COUNTY SURVEYOR'S
MONUMENT, DATED 1983)

S 89°57'13" W
50.00'



PROJECT # DATE
7785B 8/17/22

1 OF 1

FILE
FA

NORTH CENTER
STREET VACATION
CENTER STREET
TOOELE COUNTY, UTAH
EXHIBIT

FOR:
TOOLEE COUNTY BUILDING
AND DEVELOPMENT SERVICES
47 SOUTH MAIN STREET
TOOELE, UT, 84074
RACHELLE CUSTER: 435-843-3263

169 N. Main Street, Unit 1
Tooele, Utah 84074
Phone: 435.843.3590
Fax: 435.578.0108
www.ensignutah.com



**EXHIBIT D
TO
ROAD DEDICATION AND IMPROVEMENT AGREEMENT**

(South Center Street Vacation Parcel)

Legal Description of 5.93 acre parcel to be vacated by Tooele County and conveyed to
Kennecott pursuant to Section 1(c)

SOUTH CENTER STREET VACATION

A parcel of land, situate in the Northwest Quarter of Section 15, Township 2 South, Range 4 West, Salt Lake Base and Meridian, said parcel also located in Tooele County, Utah, more particularly described as follows:

Beginning at the South Quarter Corner of Section 15, Township 2 South, Range 4 West, Salt Lake Base and Meridian, and running:

thence North $89^{\circ}49'02''$ West 50.00 feet along the Section Line;

thence North $0^{\circ}10'07''$ West 3,105.70 feet parallel with and 50.00 feet perpendicular to the Quarter Section Line;

thence Northwesterly 49.77 feet along the arc of a 30.00-foot radius tangent curve to the left (center bears South $89^{\circ}49'53''$ West and the long chord bears North $47^{\circ}41'52''$ West 44.26 feet through a central angle of $95^{\circ}03'30''$);

thence North $2^{\circ}20'09''$ East 121.05 feet;

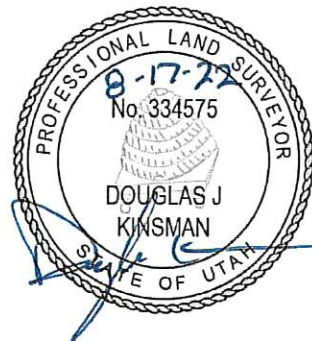
thence Northeasterly 44.48 feet along the arc of a 30.00-foot radius tangent curve to the left (center bears North $05^{\circ}13'37''$ West and the long chord bears North $42^{\circ}18'08''$ East 40.51 feet through a central angle of $84^{\circ}56'30''$) to a point being 50.00 west of and perpendicular to said Quarter Section Line;

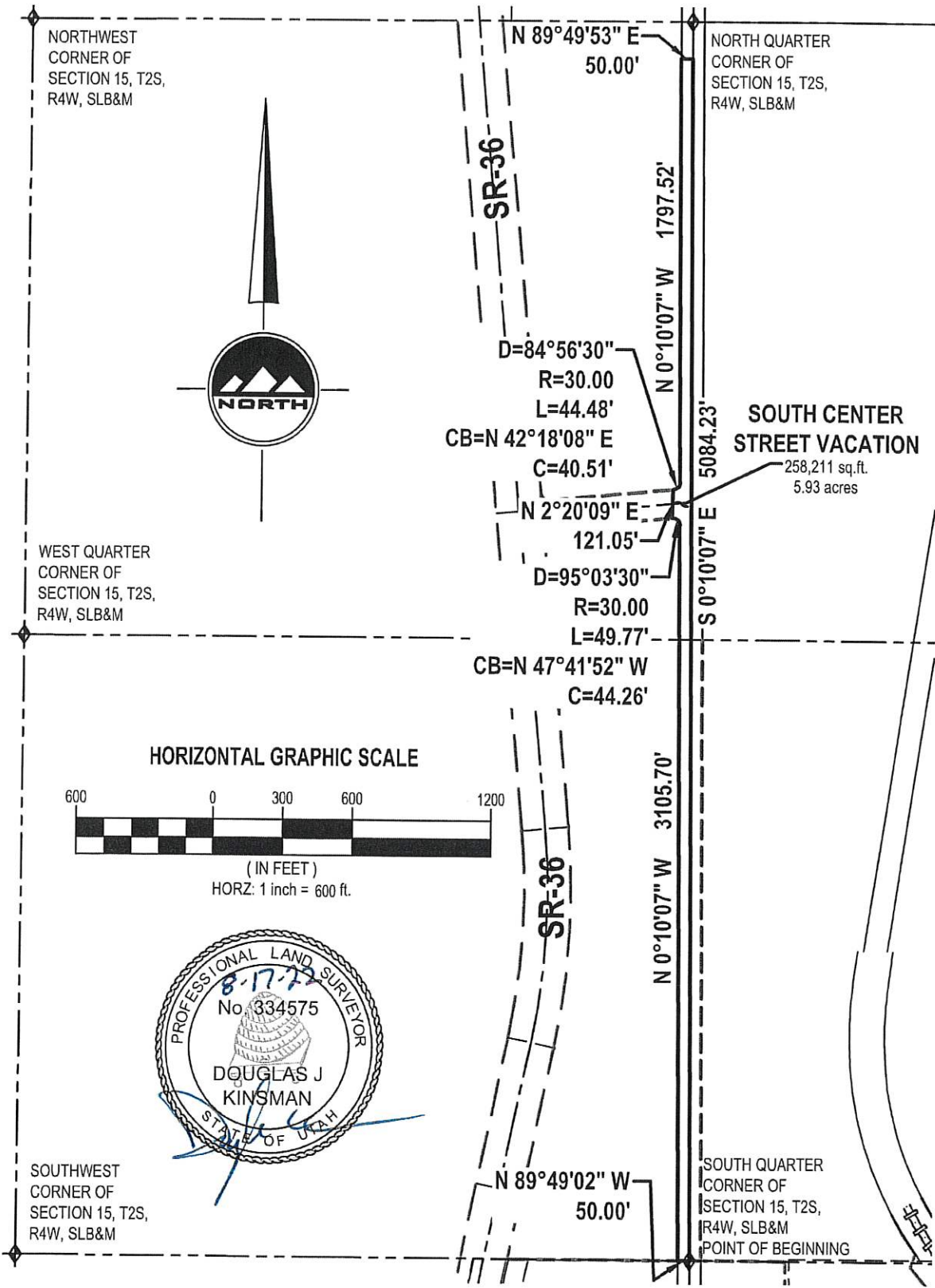
thence North $0^{\circ}10'07''$ West 1,797.52 feet parallel with and 50.00 feet perpendicular to said Quarter Section Line;


thence North $89^{\circ}49'53''$ East 50.00 feet to the Section Line;

thence South $0^{\circ}10'07''$ East 5,084.23 feet along the Quarter Section Line, to the South Quarter Corner of said Section 15, and to the Point of Beginning.

Contains 258,211 square feet or 5.93 acres.





<p>PROJECT# 7785B DATE 8/17/22</p> <p>1 OF 1</p> <p>FILE FA</p>	<p>SOUTH CENTER STREET VACATION</p> <p>CENTER STREET</p> <p>TOOELE COUNTY</p> <p>EXHIBIT</p>	<p>FOR:</p> <p>TOOELE COUNTY BUILDING AND DEVELOPMENT SERVICES</p> <p>47 SOUTH MAIN STREET</p> <p>TOOELE, UT. 84074</p> <p>RACHELLE CUSTER: 435-843-3263</p>	<p>169 N. Main Street, Unit 1</p> <p>Tooele, Utah 84074</p> <p>Phone: 435.843.3590</p> <p>Fax: 435.578.0108</p> <p>www.ensignutah.com</p> 
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**EXHIBIT E
TO
ROAD DEDICATION AND IMPROVEMENT AGREEMENT**

(Existing Center Street Vacation Parcel)

Legal Description of 0.46 acre parcel to be vacated by Tooele County and conveyed to
Kennecott pursuant to Section 1(c)

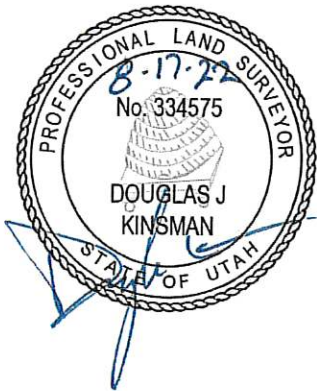
**EXHIBIT A
EXISTING CENTER STREET VACATION**

A parcel of land, situate in the Southeast Quarter of Section 10, Township 2 South, Range 4 West, Salt Lake Base and Meridian, said parcel is also located in Tooele County, Utah, more particularly described as follows:

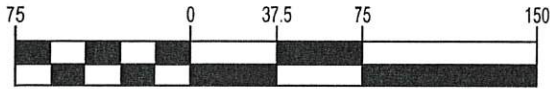
Beginning at a point being North $0^{\circ}10'10''$ East 507.28 feet along the Section Line from the found 3" brass Tooele County Surveyor's monument, dated 1983, at the South Quarter Corner of Section 10, Township 2 South, Range 4 West, Salt Lake Base and Meridian, and running:

thence North $0^{\circ}10'10''$ East 40.73 feet;
thence North $68^{\circ}15'56''$ East 155.42 feet;
thence Northeasterly 75.35 feet along the arc of a 75.00-foot radius tangent curve to the left (center bears North $21^{\circ}44'04''$ West and the long chord bears North $39^{\circ}28'58''$ East 72.22 feet through a central angle of $57^{\circ}33'56''$);
thence North $10^{\circ}42'00''$ East 373.70 feet;
thence South $0^{\circ}05'50''$ West 207.32 feet;
thence South $10^{\circ}42'00''$ West 168.47 feet;
thence Southwesterly 115.54 feet along the arc of a 115.00-foot radius tangent curve to the right (center bears North $79^{\circ}18'00''$ West and the long chord bears South $39^{\circ}28'58''$ West 110.74 feet through a central angle of $57^{\circ}33'56''$);
thence South $68^{\circ}15'56''$ West 169.82 feet, to the Point of Beginning.

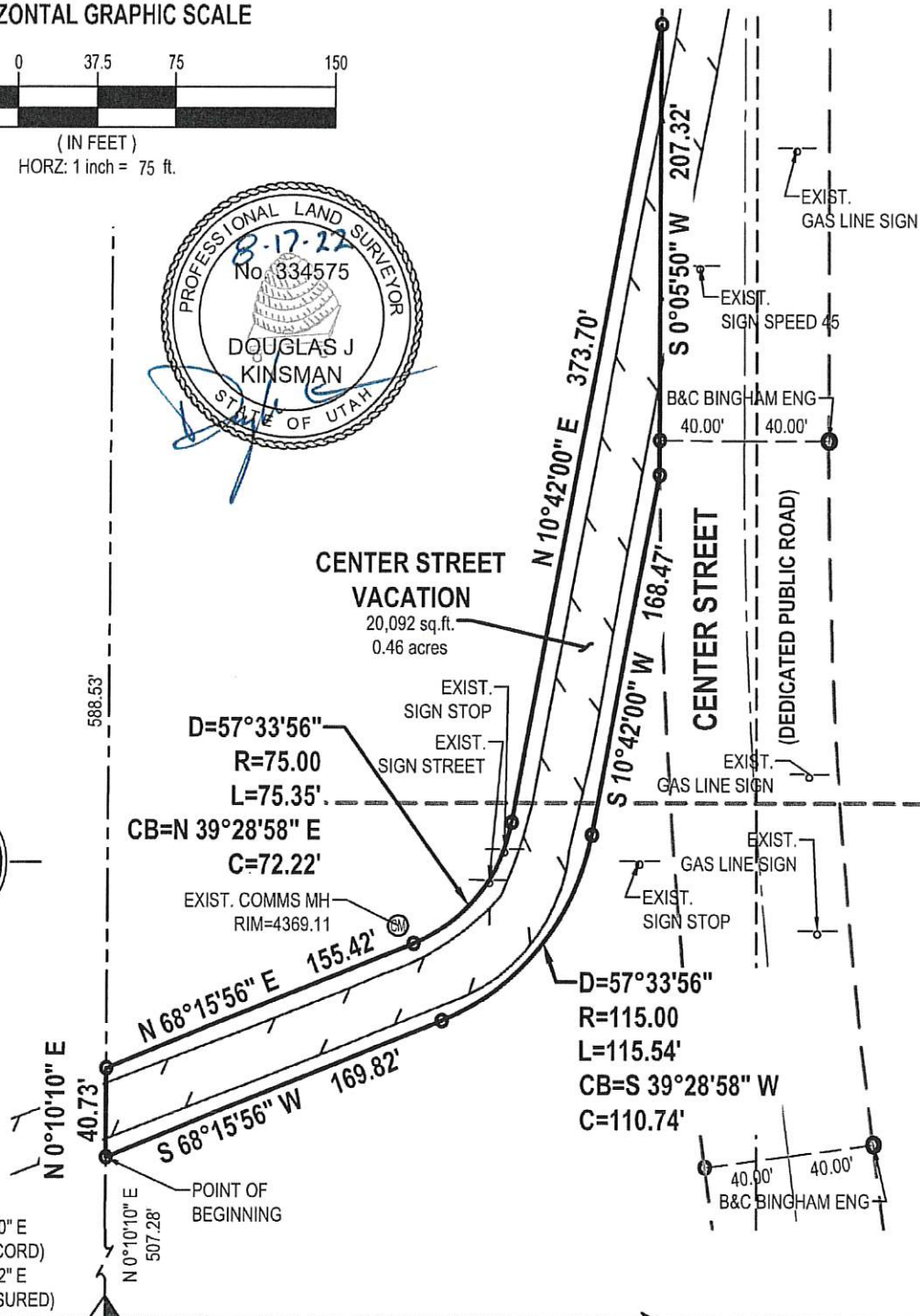
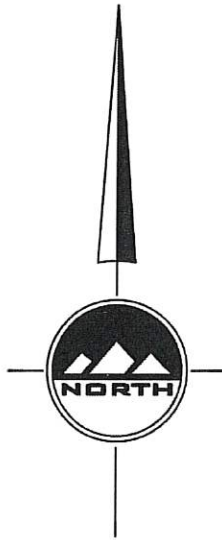
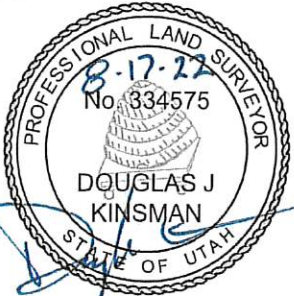
Contains 20,159 square feet or 0.46 acres.



HORIZONTAL GRAPHIC SCALE



(IN FEET)
HORIZ: 1 inch = 75 ft.



$D=57^{\circ}33'56''$
 $R=75.00$
 $L=75.35'$
 $CB=N\ 39^{\circ}28'58''\ E$
 $C=72.22'$

$D=57^{\circ}33'56''$
 $R=115.00$
 $L=115.54'$
 $CB=S\ 39^{\circ}28'58''\ W$
 $C=110.74'$

$N\ 89^{\circ}57'10''\ E$
960.46' (RECORD)
 $N\ 89^{\circ}56'52''\ E$
960.29' (MEASURED)

SOUTH QUARTER CORNER OF SECTION 10, T2S, R4W, SLB&M (FOUND 3" BRASS TOOELE COUNTY SURVEYOR MONUMENT, DATED 1983)

BASIS OF BEARING:
 $N\ 89^{\circ}57'13''\ E\ 2629.42'$ (MEASURED MON. TO MON.)
 $S\ 89^{\circ}57'10''\ E\ 2629.26'$ (RECORD)

SOUTHEAST CORNER OF SECTION 10, T2S, R4W, SLB&M (FOUND 3" BRASS TOOELE COUNTY SURVEYOR MONUMENT, DATED 1983)

PROJECT # 7785B DATE 8/17/22
1 OF 1
FILE F3

EXISTING CENTER STREET VACATION
CENTER STREET
POLE CANYON, UTAH
EXHIBIT B

FOR:
TOOELE COUNTY BUILDING AND DEVELOPMENT SERVICES
47 SOUTH MAIN STREET
TOOELE, UT 84074
RACHELLE CUSTER: 435-843-3263

169 N. Main Street, Unit 1
Tooele, Utah 84074
Phone: 435.843.3590
Fax: 435.578.0108
www.ensignutah.com



**EXHIBIT F
TO
ROAD DEDICATION AND IMPROVEMENT AGREEMENT**

(Form of Deed)

WHEN RECORDED RETURN TO:

KENNECOTT UTAH COPPER LLC
4700 Daybreak Parkway
South Jordan, UT 84009
Attn: Jeff Stephenson

PLEASE MAIL TAX NOTICE TO GRANTEE
AT THE ADDRESS LISTED BELOW

Space above for County Recorder's Use

DEED

THIS DEED (this “**Deed**”) is made by TOOELE COUNTY, a political subdivision of the State of Utah, as Grantor, to KENNECOTT UTAH COPPER LLC, a Utah limited liability company, as Grantee, with an address at 4700 Daybreak Parkway, South Jordan, UT 84009, with reference to the following:

A. Grantor and Grantee are parties to that certain Master Development Agreement for Adobe Rock Ranch (the “**MDA**”), dated December 18, 2018.

B. Pursuant to Section 38.2, Grantee dedicated to Grantor certain real property for road right of way (the “**Right of Way Property**”) for Stansbury Parkway, Center Street and Pole Canyon located in Tooele County, Utah.

C. Proposition 2 of the 2020 General Election resulted in the nullification of Ordinance 2018-15 adopted by the Tooele County Commission for the Adobe Rock Ranch Project.

D. Section 38 of the MDA provides that “if the MDA is terminated or the Property is no longer zoned P-C Zone, whether by referendum or otherwise, then [Grantee’s] obligations under this Section shall terminate and be of no further force or effect and any property previously dedicated by [Grantee] (or its affiliates) hereunder shall immediately revert to [Grantee] (or the affiliate making such dedication) and all instruments of transfer or dedication shall provide for such reversion.”

E. Grantee has requested that Grantor vacate the portion of the Right of Way Property more particularly described on Exhibit A attached hereto and made apart hereof.

F. In accordance with applicable law, Grantor has adopted Ordinance No. _____ vacating all public streets associated with the Right of Way Property described on Exhibit A attached hereto.

G. Pursuant to Section 38 of the MDA, Grantor delivers this Deed for the purpose of conveying the Right of Way Property back to Grantee.

NOW, THEREFORE, for the sum of Ten Dollars and other good and valuable consideration, Grantor hereby conveys to Grantee the Right of Way Property free and clear of any right, title and interest of Grantor and the public.

NOTICE: This Deed hereby provides notice that Grantor has vacated the roadways set forth in the following: (a) Center Street South and Stansbury Parkway Dedication Plat, recorded with the Tooele County Recorder's Office on August 7, 2019, as Entry No. 491295, and (b) [insert additional dedication plats]. This Notice shall be effective upon its recording in the Office of the Tooele County Recorder, Utah.

Dated this ____ day of _____, 2022.

GRANTOR:

TOOELE COUNTY, a political subdivision of the State of Utah

By: _____

Print Name: _____

Title: _____

Approved as to form and legality:

Attest:

County Attorney

County Clerk/Auditor

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, the _____ of TOOELE COUNTY, a political subdivision of the State of Utah.

NOTARY PUBLIC

Residing at: _____

My Commission Expires:

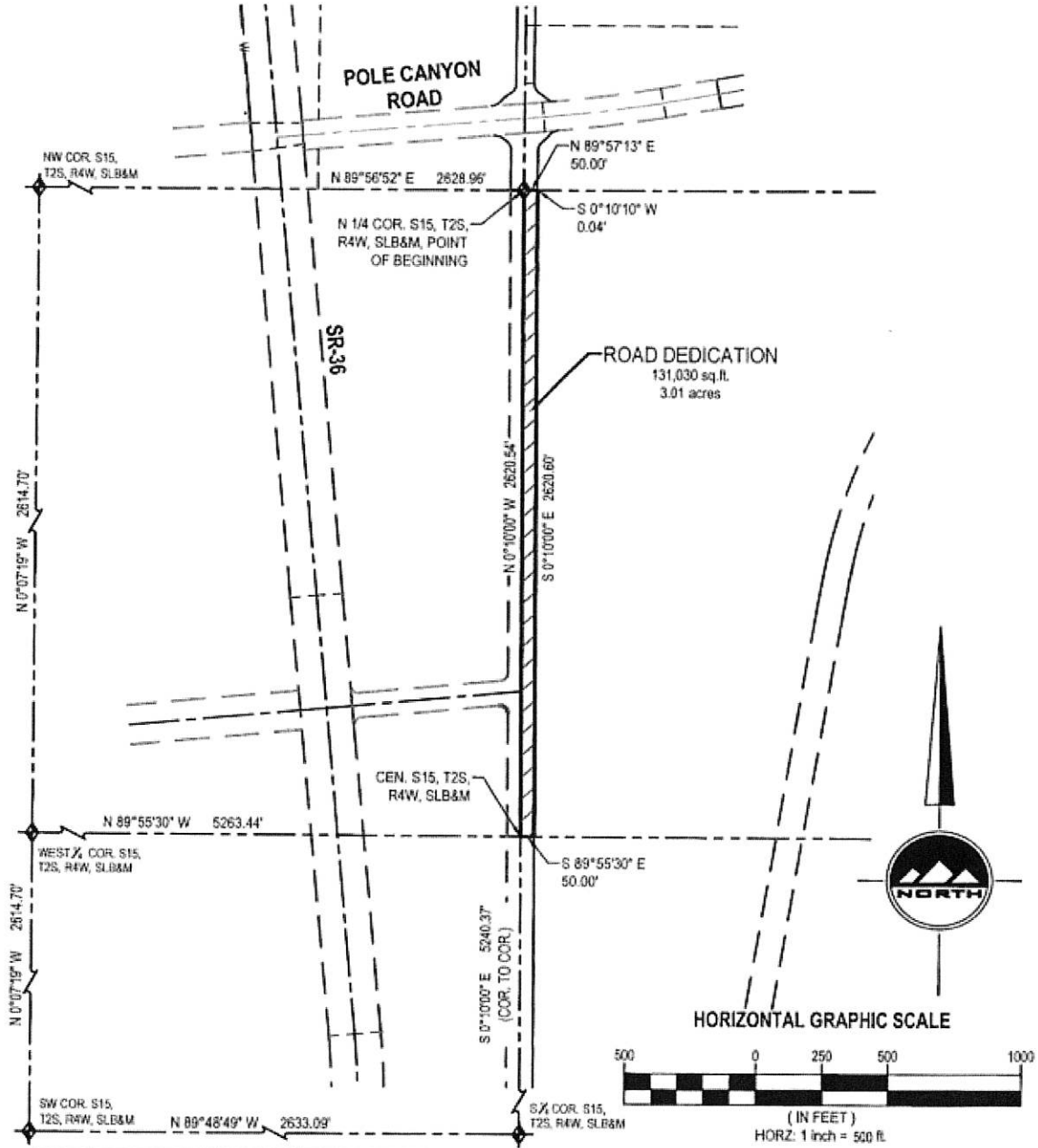
**EXHIBIT A
TO
DEED**

(Legal Description of Right of Way Property)

The real property referenced in the foregoing instrument as the Right of Way Property is located in Tooele County, Utah and is more particularly described as:

**EXHIBIT G
TO
ROAD DEDICATION AND IMPROVEMENT AGREEMENT**

(Right of Way Dedications by Additional Landowners)



PROJECT # 7785A DATE 7/30/18 1 of 1 P/E:	CENTER STREET & POLE CANYON REALIGNMENT CENTER STREET & POLE CANYON TOOELE, COUNTY EXHIBIT	FOR: TOOELE COUNTY 47 SOUTH MAIN STREET TOOELE, UT 84074 435-843-3180	169 N. Main Street, Unit 1 Tooele, Utah 84074 Phone: 435.843.3590 Fax: 435.578.0108 www.ensigneng.com	
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Tooele County Council Agenda Item Summary

Department Making Request:

Community Development

Meeting Date:

September 6, 2022

*Publication***Mark Options That Apply:** **Grant**
1 time **Contract**
1 yr. or less **Purchase**

Exp date: _____

 Grant
With County Match **Contract**
More than 1 yr.

Exp date: _____

Budget Impact: **In Budget** **Over Budget**Requested Amount: \$ 0**Item Title:***Please answer the who? what? when? why?*

Tooele County is working on a project to realign Pole Canyon road. In order to do this we need to make a new connection to Center Street. In the process of designing the road it was determined in order to make the curve from Center Street to Pole Canyon as safe as possible and maintain the posted speed limit we needed to make the curve bigger and therefore need more property from Kennecott. Attached is the agreement from Kennecott to dedicate that piece of property in exchange for Tooele County vacating the existing prescriptive right of way and the previously dedicated portion of Center Street South (per Adobe Ranch development agreement). Attached you will find the agreement signed by Kennecott.

List who needs copies when approved: Rachelle Custer, Clerk, Colin Winchester