WHEN RECORDED RETURN TO:

Kennecott Utah Copper LLC 4700 Daybreak Parkway South Jordan City, Utah 84095 Attn: Lynn Cardey-Yates 11481850
09/28/2012 02:50 PM \$48.00
Book - 10061 Pg - 4535-4550
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
BY: SLR, DEPUTY - WI 16 P.

Space above for County Recorder's Use

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made effective this 25 day of September, 2012, by and among SUBURBAN LAND RESERVE, INC., a Utah corporation ("Grantee"), and KENNECOTT UTAH COPPER LLC, a Utah limited liability company ("Grantor"), (Grantor and Grantee are sometimes referred to herein collectively as the "Parties" and individually as a "Party"), with reference to the following:

- A. Grantor, Grantee, and Property Reserve, Inc., a Utah non-profit corporation, are parties to that certain (i) Real Property Purchase, Sale and Exchange Agreement with an Effective Date of June 20, 2011, (ii) that certain First Amendment to Real Property Purchase, Sale and Exchange Agreement dated June 30, 2011, (iii) that certain Second Amendment to Real Property Purchase, Sale and Exchange Agreement dated July 15, 2011; (iv) that certain Third Amendment to Real Property Purchase, Sale and Exchange Agreement dated August 12, 2011; (v) that certain Fourth Amendment to Real Property Purchase, Sale and Exchange Agreement dated September 6, 2011; (vi) that certain Fifth Amendment to Real Property Purchase, Sale and Exchange Agreement dated October 6, 2011; (vii) that certain Sixth Amendment to Real Property Purchase, Sale and Exchange Agreement dated June 15, 2012; and (viii) that certain Seventh Amendment to Real Property Purchase, Sale and Exchange Agreement dated September 27, 2012 (collectively, the "Exchange Agreement"), regarding certain real properties situated in Salt Lake County, State of Utah.
- B. Pursuant to the Exchange Agreement, Grantor is acquiring from Grantee certain real property located in Salt Lake County, Utah (the "<u>Grantor Property</u>"), more particularly described in Exhibit A attached hereto and incorporated herein by this reference.
- C. Pursuant to the Exchange Agreement, Grantor has agreed to grant and convey to Grantee a perpetual, nonexclusive easement on that portion of the Grantor Property defined as the Easement Property below, for the benefit of Grantee's adjacent real property that is not being conveyed to Grantor, which Grantee's adjacent real property is more particularly described in Exhibit B, attached hereto and incorporated herein by this reference (the "Grantee Property"), for purposes described below, all in accordance with and subject to the terms and conditions of this Agreement

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and consideration of which are hereby acknowledged, the Parties agree as follows:

- 1. <u>Grant of Easement</u>. Grantor hereby grants to Grantee, its successors and assigns, a perpetual, nonexclusive fifty (50) foot wide easement ("<u>Easement</u>") on, under, over, across, and through that portion of the Grantor Property (the "<u>Easement Property</u>") more particularly described in <u>Exhibit C</u> attached hereto and incorporated herein by this reference, for ingress and egress to and from the Grantee Property, and to facilitate any testing, remediation, staging, cleanup, monitoring and/or sampling that Grantee deems reasonably necessary or convenient on the Easement Property.
- 2. <u>Reservation by Grantor</u>. Grantor hereby reserves the right to use the Easement Property for any use not inconsistent with Grantee's permitted use of the Easement Property.
- 3. Condition of the Easement Property. Grantee accepts the Easement Property and all aspects thereof in "AS IS", "WHERE IS" condition, without warranties, either express or implied, "with all faults", including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Property, including, but not limited to any warranty of merchantability or fitness for a particular purpose.
- 4. Maintenance and Restoration. Grantee, at its sole cost and expense, shall maintain and repair the Easement Property in good order and condition. Grantee shall promptly repair any damage to the Grantor Property and Grantor's improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, fences, signs, lighting, buildings, etc.) caused by Grantee and/or Grantee's agents, and shall restore the Grantor Property and the improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on the Grantor Property by Grantee and Grantee's agents. All maintenance actions performed by Grantee shall be completed in a manner consistent with Grantor's reserved rights in, and use of, the Easement Property. Notwithstanding the foregoing, should Grantor increase its use of the Easement Property over and above that which has been historically used by Grantor (or its predecessor) for the benefit of the Grantor Property, then Grantor and Grantee will share the costs of maintaining and repairing the Easement Property, with each Party's share of the maintenance costs to be calculated based on the percentage of that Party's use of the Easement Property when compared to the other Party.
- 5. <u>Mechanics' Liens</u>. Grantee shall at all times keep the Grantor Property free from mechanics' liens or similar liens arising on account of or resulting from any act by or on behalf of Grantee. In the event any mechanics' lien or similar lien is recorded against the Easement Property on account of any act by or on behalf of Grantee, Grantee shall, within 45 days after notice from Grantor, cause such mechanics' lien to be removed from the Easement Property.
- 6. <u>Indemnity</u>. Grantee agrees to defend, indemnify, and hold Grantor, and its respective employees, directors, board, officers, divisions, subsidiaries, partners, members and affiliated companies and its and their employees, officers, members, directors, agents, representatives, and their successors, assigns, directors, and personal representatives (collectively, the "<u>Indemnified Parties</u>") harmless from and against any losses, damages to property, injury or death to any person, costs (including, without limitation, attorneys' fees, court costs, and costs of appeal), expenses, judgments, liens, decrees, fines, penalties, liabilities, claims, counterclaims, suits, actions, complaints, causes of actions, fees, fines, or demands.

whether in law or equity, for damages or any other type of relief whatsoever, known or unknown, past or present (collectively, "Claims"), arising, directly or indirectly, from (a) the use of the Easement Property by Grantee or its respective partners, successors, assigns, members, officers, participants, shareholders, directors, and personal representatives; and (b) any breach, default, or violation of the terms of this Agreement; however, excluding any Claims arising from the negligence or willful misconduct of Grantor or the Indemnified Parties.

- Insurance. At all times while this Agreement is in effect, Grantee shall maintain a policy of general liability insurance with respect to the Easement Property and Grantee's activities thereon, written on an occurrence basis and including contractual liability coverage to cover Grantor's indemnity obligations hereunder. Such policy shall have a limit of liability of \$2,000,000.00 combined single limit per occurrence; provided, however, that, at Grantor's request, the insurance limit shall be adjusted no more frequently than every five (5) years to reflect changes in the value of the dollar. Such policy shall name Grantor as an additional insured, and shall provide that it will not be amended or terminated except upon at least 30 days prior written notice to Grantor. Within 10 days after request by Grantor, Grantee shall provide to Grantor evidence of insurance meeting the requirements of this Section. In the event Grantee fails to obtain and maintain insurance, or to provide evidence thereof, as required herein, Grantor shall have the right, but not the obligation, to purchase such insurance in its own name or in the name of Grantee, and Grantee shall reimburse Grantor for the cost of such insurance on demand. The insurance referenced in this Section 7 may be provided under (a) a blanket policy or policies which include other liabilities, properties, and locations of Grantee; so long as the amount and coverage of insurance required to be carried hereunder is not diminished, (b) a plan of self-insurance, or (c) a combination of any of the foregoing insurance programs.
- 8. <u>Covenants Run with the Land</u>. The Easement, and the rights and obligations granted or created hereby are appurtenances to the Grantee Property and all such easements, rights or obligations may be transferred and assigned by Grantee without the consent of the Grantor. The Easement (a) shall constitute covenants running with the Grantor Property; and (b) shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, successors and assigns as to their respective property.
 - 9. Duration. The duration of the Easement shall be perpetual.
- 10. <u>Notice</u>. All notices required to be given under this Agreement shall be in writing and shall be transmitted either by personal delivery, a reputable overnight courier which keeps receipts of delivery (such as Federal Express), or through the facilities of the United States Post Office, postage prepaid, certified or registered mail, return receipt requested. Any such notice shall be effective upon delivery, if delivered by personal delivery or overnight courier, and seventy-two (72) hours after dispatch, if mailed in accordance with the above. Notices to the respective Parties shall be sent to the addresses below:

If to Grantor:

Kennecott Utah Copper LLC 4700 Daybreak Parkway South Jordan City, Utah 84095 Attn: John Birkinshaw With a copy to:

Kennecott Utah Copper LLC

4700 Daybreak Parkway

South Jordan City, Utah 84095 Attn: Rio Tinto Legal Department

If to Grantee:

Suburban Land Reserve, Inc.

79 S. Main St., Suite 500 Salt Lake City, UT 84111

Attn: Matt Baldwin

With a copy to:

Kirton & McConkie 1800 Eagle Gate Tower 60 East South Temple Salt Lake City, Utah 84111 Attn: Robert Hyde, Esq.

- 11. <u>Not a Public Dedication</u>. Nothing contained in this Agreement shall be deemed to be a gift or dedication to or for the general public or for any public purposes whatsoever, it being the intention of the Parties that this Agreement be strictly limited to and for the purposes expressed herein.
- 12. <u>Entire Agreement; Amendment.</u> This Agreement sets forth the entire understanding of the Parties as to the matters set forth herein and cannot be altered or otherwise amended, except pursuant to an instrument in writing signed by each of the Parties hereto.
- 13. Attorneys' Fees. In the event it becomes necessary for any Party hereto to employ an attorney in order for such Party to enforce its rights hereunder, either with or without litigation, the non-prevailing Party of such controversy shall pay to the prevailing Party reasonable attorneys' fees and, in addition, such costs and expenses as are incurred by the prevailing Party in enforcing its rights hereunder.
- 14. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with and interpreted under the laws of the State of Utah.
- 15. <u>Severability</u>. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, so long as removing the severed portion does not materially alter the overall intent of this Agreement.
- 16. <u>Binding Effect</u>. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their heirs, personal representatives, successors and assigns.

- 17. <u>No Relationship</u>. The Parties shall not, by this Agreement nor by any act of either Party, be deemed principal and agent, limited or general partners, joint venturers or to have any other similar relationship to each other in the conduct of their respective businesses, or otherwise.
- 18. <u>No Waiver</u>. Failure of a Party to insist upon strict performance of any provisions of this Agreement shall not be construed as a waiver for future purposes with respect to any such provision or option. No provision of this Agreement shall be waived unless such waiver is in writing and signed by the Party alleged to have waived its rights.
- 19. <u>Authority</u>. Each undersigned represents and warrants that each has been duly authorized by all necessary corporate, company or trust action, as appropriate, to execute this Agreement for and on behalf of the respective Parties.
- 20. <u>Interpretation</u>. The paragraph headings in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation and construction. The use of the singular in this Agreement shall include the plural, where the context is otherwise appropriate.
- 21. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, provided each counterpart is identical in its terms. Each such counterpart, when executed and delivered will be deemed to be an original, and all such counterparts shall be deemed to constitute one and the same instrument. For convenience in recording, signature pages from multiple counterparts may be detached from their counterparts and attached to a single counterpart to be recorded.
- Force Majeure. If performance of this Agreement or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of Force Majeure (defined below), the affected Party shall be excused from such performance to the extent of and for the duration of such prevention, restriction, or interference. The affected Party shall promptly notify the other Party in writing of the event of Force Majeure and shall use its reasonable efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder whenever such causes are removed. The term "Force Majeure" means causes beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure, including, but not limited to, acts of God, labor unrest (including, but not limited to, slowdowns, picketing, boycotts or strikes), floods, earthquakes, storms, fires, lightning, explosions, power failures or power surges, vandalism, theft, terrorism, epidemics, wars, revolutions, riots, civil disturbances, sabotage, changes in law or applicable regulations subsequent to the date hereof and actions or inactions by any federal, state or local legislative, executive, administrative judicial agency or body which in any of the foregoing cases, by exercise of due foresight such Party could not reasonably have expected to avoid, and which, by the exercise of due diligence, it is unable to overcome.
- 23. <u>Termination</u>. This Agreement and all easement rights set forth herein may be terminated by Grantor upon six (6) months written notice to Grantee if the Easement Property is abandoned for a period of twenty-four (24) consecutive months excepting events of Force Majeure provided; however, that the Easement Property shall not be deemed abandoned as a result of temporary shut-downs, maintenance, repairs, relocation, or replacement. Upon the

occurrence of an event of termination set forth above, Grantor and Grantee shall execute and record an instrument terminating this Agreement.

[Remainder of Page Left Intentionally Blank]

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

GRANTOR:

KENNECOTT UTAH COPPER LLC,

a Utah limited liability company

Name: Roman McGowan-

Title: Vice-President of Systainable Development

GRANTEE:

SUBURBAN LAND RESERVE, INC.,

a Utah corporation

By: _____

Name: Matt Baldwin Title: President

[ACKNOWLEDGMENTS PROVIDED ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

GRANTOR:

KENNECOTT UTAH COPPER LLC,

a Utah limited liability company

By:_____

Name: Rowan McGowan-Jackson

Title: Vice-President of Sustainable Development

GRANTEE:

SUBURBAN JAND RESERVE, NC.,

a Utah corporation

Name: Matt Baldwin

Title: President

[ACKNOWLEDGMENTS PROVIDED ON FOLLOWING PAGES]

STATE OF UTAH)
COUNTY OF SALT LAKE	:ss.)
2012, by Roman McGowan-Jack	was acknowledged before me this tay of September, cson, the Vice-President of Sustainable Development of LC, a Utah limited liability company.
	Affect Incir NOTARY PUBLIC Residing at: July Lake County, Utah
My Commission Expires:	J'
11-13-2014	CHEREE N. FINAN Notary Public State of Utah Comm. No. 601067 My Comm Expires Nov 12, 2014
STATE OF UTAH)
COUNTY OF SALT LAKE	:ss.)
The foregoing instrument was ackn Matt Baldwin, the President of SUE	nowledged before me this day of September, 2012, by BURBAN LAND RESERVE, INC., a Utah corporation.
	NOTA DV DVDV VS
	NOTARY PUBLIC Residing at:
My Commission Expires:	Residing at.

STATE OF UTAH)
COUNTY OF SALT LAKE	:ss.)
2012, by Rowan McGowan-Jacl	was acknowledged before me this day of September, cson, the Vice-President of Sustainable Development of LC, a Utah limited liability company.
	NOTARY PUBLIC
	Residing at:
My Commission Expires:	
STATE OF UTAH)
COUNTY OF SALT LAKE	:ss.)
	nowledged before me this 27 th day of September, 2012, by BURBAN LAND RESERVE, INC., a Utah corporation.
	NOTARY PUBLIC Residing at: SAT LAKE CIM, UT
My Commission Expires:	residing at.
9/29/14	i
· · · · · · · · · · · · · · · · · · ·	DANIEL MICHAEL MCCAY NOTARY PUBLIC - STATE OF UTAH My Comm. Exp. 09/29/2014 Commission # 601541

EXHIBIT A TO EASEMENT AGREEMENT

(DESCRIPTION OF THE GRANTOR PROPERTY)

The real property referenced in the foregoing instrument as the "Grantor Property" is located in Salt Lake County, Utah and is more particularly described as:

PARCEL 1:

A PART OF SECTIONS 26, & 27, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 27, AND RUNNING THENCE SOUTH 89°55'41" WEST 1664.15 FEET; THENCE NORTH 0°02'34" EAST 1320.45 FEET; THENCE NORTH 89°55'14" EAST 325.88 FEET; THENCE NORTH 89°54'55" EAST 16.821 FEET; THENCE NORTH 0°02'26" EAST 1320.254 FEET; THENCE NORTH 0°02'05" EAST 2641.56 FEET; THENCE NORTH 89°52'31" EAST 1324.19 FEET; THENCE SOUTH 89°56'35" EAST 2639.65 FEET; THENCE SOUTH 89°56'40" EAST 1909.06 FEET; THENCE SOUTH 0°04'59" WEST 2093.61 FEET MORE OR LESS TO THE SOUTHERLY LINE OF AN ABANDONED RAILROAD GRADE; THENCE NORTH 82°38'17" WEST 1107.50 FEET ALONG SAID SOUTHERLY LINE; THENCE SOUTH 27°01'23" WEST 151.86 FEET; THENCE SOUTH 0°04'59" WEST 664.72 FEET; THENCE SOUTH 5°08'10" WEST 161.35 FEET; THENCE SOUTH 0°04'59" WEST 1153.32 FEET; THENCE SOUTH 27°08'42" WEST 677.39 FEET; THENCE SOUTH 89°58'51" WEST 1088.96 FEET; THENCE SOUTH 0°01'09" EAST 269.61 FEET; THENCE SOUTH 89°58'51" WEST 303.02 FEET MORE OR LESS TO THE EASTERLY LINE OF THE LITTLE GOGGIN DRAIN; THENCE SOUTH 0°10'25" EAST 339.93 FEET ALONG SAID EASTERLY LINE; THENCE SOUTH 89°58'51" WEST 1667.56 FEET TO THE POINT OF BEGINNING. CONTAINS 610.05 ACRES MORE OR LESS

Ck by JJB 19 September 2012

PARCEL 1A:

THE NONEXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS APPURTENANT TO PARCEL NO. 1 (KNOWN AS DUCK CLUB ROAD) AS DESCRIBED BY AND DEFINED IN THAT CERTAIN GRANT OF RIGHT-OF-WAY RECORDED NOVEMBER 30, 1959 AS ENTRY NO. 1688432 IN BOOK 1669 AT PAGE 214 OF THE OFFICIAL RECORDS. Ck by JJB 12 Sept. 2012

PARCEL 2:

COMMENCING AT A POINT 100.75 RODS WEST FROM THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE WEST 19.75 RODS; THENCE NORTH 80 RODS; THENCE EAST 19.75 RODS; THENCE SOUTH 80 RODS TO THE POINT OF BEGINNING.
Ck by JJB 12 Sept. 2012

PARCEL 3:

INTENTIONALLY DELETED

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PARCEL 4:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89°53'00" EAST, 3691.80 FEET; THENCE NORTH 0° 08' 06" WEST, 60.34 FEET; THENCE SOUTH 89°51'54" WEST, 245.26 FEET; THENCE NORTH 17° 15' 39" WEST, 131.27 FEET; THENCE NORTH 2°54'36" WEST, 130.60 FEET; THENCE NORTH 29° 08' 08" WEST, 162.13 FEET; THENCE NORTH 3°16'26" EAST, 175.49 FEET; THENCE NORTH 29°54'36" EAST, 111.55 FEET; THENCE NORTH 26°14'55" WEST, 96.80 FEET; THENCE NORTH 11°44'16" WEST, 150.00 FEET; THENCE NORTH 10°45'29" EAST, 253.97 FEET; THENCE SOUTH 78°32'13" WEST, 219.90 FEET; THENCE SOUTH 65°54'04" WEST, 67.66 FEET; THENCE SOUTH 35°20'26" WEST, 83.32 FEET; THENCE SOUTH 38°04'35" WEST, 117.19 FEET; THENCE SOUTH 58°52'23" WEST, 150.39 FEET; THENCE NORTH 85°13'53" WEST, 147.60 FEET; THENCE NORTH 62°15'28" WEST, 136.47 FEET; THENCE NORTH 53°26'09" WEST, 101.76 FEET; THENCE NORTH 51° 41' 57" WEST, 98.07 FEET; THENCE NORTH 50°23'39" WEST, 333.84 FEET; THENCE SOUTH 71°44'27" WEST, 938.46 FEET; THENCE NORTH 79°49'41" WEST, 1503.51 FEET; THENCE NORTH 4°42'24" WEST, 324.82 FEET; THENCE NORTH 10°02'36" WEST, 1040.70 FEET; THENCE NORTH 89°56'47" WEST, 885.19 FEET; THENCE SOUTH 0°02'13" WEST, 2640.66 FEET; THENCE SOUTH 89°58'19" EAST, 1314.79 FEET TO THE POINT OF BEGINNING. Ck by JJB 12 Sept. 2012

PARCEL 4A:

A FIFTY (50) FOOT RIGHT OF WAY OVER THE DUCK CLUB ROAD. THE CENTERLINE OF SAID ROAD IS DESCRIBED A FOLLOWS:
Ck by JJB 12 Sept. 2012

TWENTY FIVE (25) FEET EACH SIDE OF A CENTER LINE DESCRIBED AS FOLLOWS:

ALONG THE CENTER OF AN EXISTING ROAD BEGINNING AT A POINT ON THE SOUTH SECTION LINE OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 2 WEST, WHICH POINT IS APPROXIMATELY 1336.5 FEET WEST OF THE SOUTHEAST CORNER OF SAID SECTION 27; THENCE NORTH 2640 FEET ALONG EXISTING ROADWAY; THENCE WEST 350 FEET, MORE OR LESS, ALONG AN EXISTING ROADWAY; THENCE NORTHERLY ALONG SAID EXISTING ROAD APPROXIMATELY 1300 FEET; THENCE FOLLOWING THE EXISTING ROAD APPROXIMATELY 3500 FEET APPROXIMATELY NORTH 15° EAST, THENCE ALONG SAID EXISTING ROAD APPROXIMATELY 500 FEET APPROXIMATELY NORTH 57° EAST, THENCE ALONG SAID EXISTING ROAD APPROXIMATELY 1500 FEET APPROXIMATELY NORTH 22° EAST TO THE NORTH LINE OF SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14.

Ck by JJB 12 Sept. 2012

PARCEL 4B:

A FIFTY (50) FOOT RIGHT OF WAY ALONG THE SOUTH LINE OF SECTIONS 25 AND 26 AND EAST 81 RODS OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.
Ck by JJB 12 Sept. 2012

PARCEL 5:

A PART OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:

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BEGINNING AT A POINT ON THE EASTERLY LINE OF THE LITTLE GOGGIN DRAIN, SAID POINT BEING 971.75 FEET SOUTH 89°58'51" WEST FROM THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER AND RUNNING THENCE SOUTH 0°10'25" EAST 99.00 FEET ALONG SAID EASTERLY LINE TO THE NORTH BOUNDARY LINE OF BONNEVILLE CENTER SUBDIVISION PLAT B, LOCATED IN SALT LAKE CITY, SALT LAKE COUNTY, UTAH; THENCE SOUTH 89°58'51" WEST 1667.99 FEET ALONG SAID NORTH BOUNDARY LINE AND SAID NORTH BOUNDARY LINE EXTENDED TO THE QUARTER SECTION LINE; THENCE NORTH 0°04'35 EAST 99.00 FEET ALONG SAID QUARTER SECTION LINE TO THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 89°58'51" EAST 1667.56 FEET ALONG SAID SECTION LINE TO THE POINT OF BEGINNING Ck by JJB 12 Sept. 2012

PARCEL 6:

A PART OF SECTIONS 16, 21, 22, 27 AND ALL OF SECTION 28, TOWNSHIP I NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AS SHOWN ON THOSE CERTAIN RECORD OF SURVEY MAPS FILED IN THE OFFICE OF THE SALT LAKE COUNTY SURVEYOR AS NUMBERS S00-08-0464 THROUGH S00-08-0477, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SALT LAKE COUNTY SURVEY (SLCO) MONUMENT FOUND MARKING THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 89° 57' 51" EAST 2640.69 FEET ALONG THE SECTION LINE TO A SLCO MONUMENT FOUND MARKING THE NORTH QUARTER CORNER OF SAID SECTION 16; THENCE SOUTH 00° 12' 16" WEST 2646.29 FEET ALONG THE QUARTER SECTION LINE TO A REBAR MONUMENT FOUND MARKING THE CENTER QUARTER CORNER OF SAID SECTION 16; THENCE SOUTH 89° 57' 38" EAST 2627.78 FEET ALONG THE QUARTER SECTION LINE TO THE EAST QUARTER CORNER OF SAID SECTION 16; THENCE SOUTH 00°12'38" WEST 2650.36 FEET ALONG THE SECTION LINE TO A SLCO MONUMENT FOUND MARKING THE SOUTHEAST CORNER OF SAID SECTION 16: THENCE NORTH 89° 52' 26" EAST 2648.11 FEET ALONG THE SECTION LINE TO A MONUMENT FOUND MARKING THE NORTH QUARTER CORNER OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00° 02' 57" WEST 2640.27 FEET ALONG THE QUARTER SECTION LINE TO THE CENTER QUARTER CORNER OF SAID SECTION 22; THENCE SOUTH 89°53'28" WEST 2647.71 FEET ALONG THE QUARTER SECTION LINE TO A SLCO MONUMENT FOUND MARKING THE WEST QUARTER CORNER OF SAID SECTION 22; THENCE NORTH 89°56'04" WEST 1314.02 FEET ALONG THE QUARTER SECTION LINE OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00° 02' 27" WEST 2640.57 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF SAID SECTION 21; THENCE SOUTH 89° 58' 18" EAST 1314.55 FEET ALONG THE SECTION LINE TO A SLCO MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00° 01' 08" EAST 2640.00 FEET ALONG THE SECTION LINE TO THE EAST OUARTER CORNER OF SAID SECTION 28: THENCE NORTH 89° 54' 40" EAST 2645.68 FEET ALONG THE QUARTER SECTION LINE TO A SLCO MONUMENT FOUND MARKING THE CENTER QUARTER CORNER OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89° 54' 46" EAST 1322.72 FEET ALONG THE QUARTER SECTION LINE TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 00° 02' 29" WEST 1320.39 FEET TO THE NORTHEAST CORNER OF THE

SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 89° 54' 55" WEST 670.35 FEET TO A REBAR AND CAP MONUMENT ("CRS ENGINEERS") FOUND MARKING THE NORTHWEST CORNER OF THE NORTHEAST OUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 00° 00' 52" WEST 1320.37 FEET TO A REBAR AND CAP MONUMENT ("CRS ENGINEERS) FOUND MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 89° 55' 07" WEST 651.75 FEET ALONG THE SECTION LINE TO A REBAR MONUMENT FOUND MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 27; THENCE SOUTH 89° 55' 31" WEST 2644.15 FEET ALONG THE SECTION LINE TO A REBAR MONUMENT FOUND MARKING THE SOUTHWEST QUARTER OF SAID SECTION 27; THENCE NORTH 89° 59' 02" WEST 2634.00 FEET ALONG THE SECTION LINE TO A SLCO MONUMENT FOUND MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 28; THENCE SOUTH 89°59'24" WEST 2637.77 FEET ALONG THE SECTION LINE TO A SLCO MONUMENT FOUND MARKING THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE NORTH 00° 07' 52" EAST 2642.39 FEET ALONG THE SECTION LINE TO A SLCO MONUMENT FOUND MARKING THE WEST QUARTER CORNER OF SAID SECTION 28; THENCE NORTH 00° 07' 39" EAST 2640.06 FEET ALONG THE SECTION LINE TO A STONE MONUMENT FOUND MARKING THE NORTHWEST CORNER OF SAID SECTION 28; THENCE NORTH 00° 03' 53" EAST 2643.03 FEET ALONG THE SECTION LINE TO THE WEST QUARTER CORNER OF SAID SECTION 21; THENCE NORTH 00°03'58" EAST 2643.62 FEET ALONG THE SECTION LINE TO A SLCO MONUMENT FOUND MARKING THE NORTHWEST CORNER OF SAID SECTION 21; THENCE NORTH 00° 03' 31" EAST 2643.82 FEET ALONG THE SECTION LINE TO A SLCO MONUMENT FOUND MARKING THE WEST QUARTER CORNER OF SAID SECTION 16; THENCE NORTH 00° 04' 18" EAST 2642.81 FEET ALONG THE SECTION LINE TO THE NORTHWEST CORNER OF SAID SECTION 16 AND THE POINT OF BEGINNING. Ck by JJB 12 Sept. 2012

Jp sept 27, 2012

EXHIBIT B TO EASEMENT AGREEMENT

(DESCRIPTION OF THE GRANTEE PROPERTY)

The real property referenced in the foregoing instrument as the "Grantee Property" is located in Salt Lake County, Utah and is more particularly described as:

A parcel of land located in Sections 33, 34 and 35 of Township 1 North, Range 2 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the South right-of-way line of 700 North Street, which is 99.00 feet S00°01'43"W from the North Quarter Corner of said Section 34 (Basis of Bearings is North 89°55'07" East 2642.96 feet measured between the North Quarter corner and the Northeast corner of said Section 34), and running thence along said right-of-way line the following two (2) courses: 1) North 89°55'07" East 2642.89 feet; 2) North 89°58'58" East 1609.28 feet to the Northwest corner of Bonneville Center Plat B Subdivision as recorded in the Salt Lake County Recorder's Office; thence along the west line of said subdivision South 00°02'41" East 1437.44 feet to a point on a 530.00 foot radius non-tangent curve to the left, said point also being a point on the Northerly boundary line of the Bonneville Center Plat B2 Subdivision as recorded in the Salt Lake County Recorder's Office; thence southwesterly 507.86 feet along the arc of said curve and said boundary line through a central angle of 54°54'10" (chord bears South 27°21'30" West 488.66 feet) to and along the westerly boundary line of Bonneville Center Plat B1; thence South 00°05'35" East 1760.25 feet along said line; thence North 79°05'24"West 27.57 feet; thence North 61°51'57" West 26.02 feet; thence South 00°05'35" East 618.15 feet to a point on the North right-of-way line of Interstate 80 – Project No. I-80-3 (12) 105; thence along said right-ofway line the following nineteen (19) courses: 1) South 89°58'06" West 938.98 feet; 2) South 86°03'41" West 372.56 feet; 3) South 72°13'59" West 216.58 feet; 4) South 89°58'06" West 3565.09 feet; 5) North 68°56'13" West 404.29 feet; 6) North 58°55'54" West 220.61 feet; 7) North 52°49'57" West 318.53 feet to a point on a 1,210.92 foot radius non-tangent curve to the left, 8) thence northwesterly 269.63 feet along the arc of said curve through a central angle of 12°45'28" (chord bears North 61°54'38" West 269.07 feet); 9) North 70°35'54" West 212.18 feet; 10) North 78°00'33" West 189.73 feet; 11) North 04°18'26" West 350.57 feet; 12) South 88°57'48" West 150.00 feet; 13) South 01°25'03" West 350.31 feet; 14) South 71°07'08" West 57.06 feet; 15) South 72°35'45" West 160.08 feet; 16) South 68°39'10" West 158.15 feet; 17) South 61°05'22" West 236.24 feet; 18) South 55°28'06" West 318.18 feet to a point of curvature with a 1,849.86 foot radius curve to the right, 19) thence southwesterly 463.32 feet along the arc of said curve through a central angle of 14°21'02" (chord bears South 62°38'37" West 462.11 feet) to a point on the Sixteenth Section line; thence along said Sixteenth line North 00°00'11" East 1,723.95 feet to the Sixteenth corner (CE 1/16); thence North 00°00'17" West 2,541.25 feet along said Sixteenth line to a point on the South right-of-way line of said 700 North Street; thence along said right-of-way line the following two (2) calls: 1) South 89°59'02" East 1,317.05 feet; 2) North 89°55'31" East 2,644.04 feet to the POINT OF BEGINNING.

Contains 769.85 acres, more or less. Ck by JJB 18 September 2012

JE Sept 27, 2012

B-1

4847-0897-2048.5

EXHIBIT C TO EASEMENT AGREEMENT

(DESCRIPTION OF EASEMENT PROPERTY)

The real property referenced in the foregoing instrument as the "Easement Property" is located in Salt Lake County, Utah and is more particularly described as:

A 50 foot wide easement lying in Sections 26, 27 and 28, Township 1 North, Range 2 West, Salt Lake Base and Meridian more particularly described as follows:

BEGINNING at the Southwest corner of said Section 27 and running thence North 89°59'06" West 1367.05 feet along the Section line; thence North 00°00'54" East 50.00 feet; thence South 89°59'06" East 1367.00 feet; thence North 89°55'28" East 2644.27 feet; thence North 89°55'08" East 2642.81 feet; thence North 89°58'56" East 1667.44 feet; thence South 00°10'25" East 149.00 feet; thence South 89°58'56" West 1667.96 feet; thence North 00°04'35" East 99.00 feet to the Southwest corner of said Section 26; thence South 89°55'08" West 2642.82 feet along the Section line to the South Quarter corner of said Section 27; thence South 89°55'28" West 2644.28 feet along the Section line to the said Southwest corner of Section 27 and the POINT OF BEGINNING.

Contains 581,186 square feet or 13.34 acres, more or less. Ck by JJB 24 Sept. 2012

Jp Sept 27, 2012