

WHEN RECORDED, RETURN TO:  
Forestar (USA) Real Estate Group Inc.  
2221 E. Lamar Blvd, Suite 790  
Arlington, TX 76006  
Attn: Thomas H. Burlison

13131579  
11/22/2019 3:41:00 PM \$40.00  
Book - 10864 Pg - 244-256  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
FIRST AMERICAN NCS  
BY: eCASH, DEPUTY - EF 13 P.

Please mail tax notice to Grantee  
at the address listed below

First American Title  
National Commercial Services  
NCS File # 831879-C

Affects Portions of Tax Serial Nos. 14-31-400-007-0000, 14-32-  
300-011-4001 (parent), 14-32-300-011-4002 (parent), 14-32-  
152-001-0000, 14-32-176-005-0000 and 20-05-300-005-4001  
*Space above for County Recorder's Use*

### SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (the "**Deed**"), entered into and to be effective as of the 22 day of November, 2019, by and between KENNECOTT UTAH COPPER LLC, a Utah limited liability company formerly known as Kennecott Utah Copper Corporation, as Grantor, with an address of 4700 W. Daybreak Parkway, Suite 3S, South Jordan, UT 84095, and FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation, as Grantee, whose address is 2221 E. Lamar Blvd, Suite 790, Arlington, TX 76006, with reference to the following:

A. Grantee, as buyer, and Grantor, as seller, are parties to that certain Real Property Purchase and Sale Agreement dated effective December 8, 2017, as amended by the Reinstatement and First Amendment to Purchase and Sale Agreement with an effective date of June 4, 2018, the Second Amendment to Purchase and Sale Agreement with an effective date of July 9, 2018, the Third Amendment to Purchase and Sale Agreement with an effective date of December 28, 2018 (the "**Third Amendment**"), the Fourth Amendment to Purchase and Sale Agreement with an effective date of February 1, 2019, the Fifth Amendment to Purchase and Sale Agreement with an effective date of March 21, 2019, the Sixth Amendment to Purchase and Sale Agreement with an effective date of July 30, 2019, and the Seventh Amendment to Purchase and Sale Agreement with an effective date of November 20, 2019 (collectively, the "**Purchase Agreement**"), whereby Grantee has the right to purchase certain unimproved real property located in Salt Lake County, State of Utah ("**Property**") more particularly described on Exhibit A attached hereto and made a part hereof.

B. Pursuant to the Purchase Agreement, Grantee agreed, among other things, to release and protect Grantor from existing and future liabilities that might result from the ownership and use of the Property by Grantee and to protect the Grantor's use for industrial purposes of its retained lands located in Salt Lake County, Utah adjacent to or near the Property ("**Grantor Lands**") within Township 1 South, Range 2 West; Township 1 South, Range 3 West; Township 2 South, Range 3 West; and Township 2 South, Range 2 West, Salt Lake Base and Meridian.

1. Conveyance. FOR THE SUM OF TEN DOLLARS, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the covenants in this Deed, Grantor hereby conveys and warrants against all claiming by, through or under it to Grantee, the Property subject to the reservations, covenants, conditions and

restrictions set forth herein. Grantor hereby reserves any and all water and water rights, if any, however evidenced and whether or not appurtenant to the Property, relating to or connected with the Property, including stock in water companies.

2. Title to Property. The Property is conveyed SUBJECT TO (a) all reservations, covenants, conditions, restrictions, encumbrances, easements, rights-of-way and other matters of record; (b) all taxes and assessments for the current year and thereafter; (c) all federal, state and local zoning, building, subdivision, land sales, land use, ecology, environmental protection and other laws, ordinances rules and regulations of governmental authorities, including those of any and all regulatory agencies and administrative officials having or asserting jurisdiction over the Property; (d) all matters that a physical inspection or accurate survey of the Property would disclose; and (e) the reservations, covenants, conditions and restrictions set forth in the Purchase Agreement.

3. Condition of Property.

(a) Grantee acknowledges, represents, warrants and agrees that Grantee is taking the Property "as-is, where-is" with all defects and faults and subject to all other terms and conditions of the Purchase Agreement. Except for those representations, warranties, and guarantees set forth in this Deed and the Purchase Agreement, Grantor has not made and Grantor hereby disclaims and Grantee hereby waives any and all representations, warranties, or guarantees as to the Property, including, but not limited to: (a) governmental and/or other legal requirements; (b) the presence or absence of Hazardous Substances (defined below) on, under or around the Property or the physical condition of the Property; (c) appurtenances, drainage or access; (d) compliance with any laws, rules, regulations, orders, ordinances or requirements (whether federal, state or local), including, without limitation, Environmental Law (defined below); and (e) merchantability, suitability and fitness for a particular purpose.

(b) By accepting this Deed, Grantee will assume responsibility for all liabilities and damages caused by, relating to or arising out of any condition of the Property (including, without limitation, environmental investigation and remediation expense), whether now existing or hereafter arising, and will hold Grantor and the Grantor Parties (defined below) harmless therefrom. Grantee further covenants and agrees not to bring any Claims (defined below) against Grantor and/or the Grantor Parties related to or arising out of the condition of the Property or any liability relating thereto including, without limitation, the existence of Hazardous Substances on, under or around the Property.

(c) Grantee represents to Grantor that Grantee has conducted such investigations of the Property, as Grantee deems necessary or desirable to satisfy itself as to any matter relating to the Property and will rely solely upon same and not upon any information provided by or on behalf of Grantor and/or the Grantor Parties, with respect thereto. By accepting this Deed, Grantee shall assume the risk that adverse matters regarding the Property may not have been revealed by Grantee's investigations, and Grantee shall be deemed, on behalf of itself and on behalf of its transferees and their respective successors and assigns, except as otherwise provided in the Purchase Agreement, to waive, relinquish, release and forever discharge Grantor and the Grantor Parties from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including attorneys' fees) of any and every kind or character, known or unknown, by reason of or arising out of the Property.

(d) As used herein,

(i) The term “**Claims**” shall mean any and all claims, counterclaims, causes of action, suits or damages (including, without limitation, all foreseeable and unforeseeable consequential damages, injunction and other relief), fines, judgments, penalties, costs, liabilities, losses or expenses.

(ii) The term “**Environmental Law**” shall mean all applicable federal, state and local laws, orders, rules, regulations and requirements of every duly constituted government authority, agency or instrumentally, now existing or hereafter promulgated that relate in each case to the protection of the environment including without limitation, environmental, health or safety laws, regulations, governmental authorizations, ordinances, and rules, and the common law relating to the use, refinement, recycling, handling, treatment, removal, storage, production, manufacture, transportation, disposal, emissions, discharges, releases or threatened releases of Hazardous Substances, or otherwise relating to pollution or protection of human health or the environment or to emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or wastes into the environment (including, without limitation, ambient air, soil, surface water, ground water, wetlands, natural resources, land surface or subsurface strata), or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, chemicals or industrial, toxic or Hazardous Substances or wastes, as the same may be amended or modified, and as now existing or hereafter adopted.

(iii) The term “**Hazardous Substances**” shall mean and be interpreted broadly to include any material or substance that is defined, regulated or classified under Environmental Laws, including without limitation, as: (i) a “hazardous substance” pursuant to section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601(14), section 311 of the Federal Water Pollution Control Act, 33 U.S.C. § 1321, as now or hereafter amended; (ii) a “hazardous waste” pursuant to section 1004 or section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6903, 6921, as now or hereafter amended; (iii) a toxic pollutant under section 307(a)(1) of the Federal Water Pollution Control Act, 33 U.S.C. § 1317(a)(1); (iv) a “hazardous air pollutant” under section 112 of the Clean Air Act, 42 U.S.C. § 7412, as now or hereafter amended; (v) a “hazardous material” under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. App. § 1802(4), as now or hereafter amended; (vi) a toxic or hazardous material or substance pursuant to regulations promulgated now or hereafter under the aforementioned laws or any state or local counterpart to any of the aforementioned laws; (vii) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances, or regulations, as now or as may be passed or promulgated in the future; or (viii) any substance or energy that after release into the environment and upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer, or genetic abnormalities. Hazardous Substances specifically includes asbestos, polychlorinated biphenyls, radioactive materials including naturally occurring radionuclides, petroleum and petroleum-based derivatives, and urea formaldehyde.

(iv) The term “**Grantor Parties**” shall mean collectively Grantor, its parent entities, affiliates, subsidiaries, divisions, partners, predecessors, successors in interest, heirs, and assigns, and all other persons with whom each of them has been or is now affiliated and their respective officers, directors, members, shareholders, agents, managers, servants, representatives, employees and attorneys.

(e) Without limiting the above provisions, Grantee shall accept the Property, with full knowledge of the nature and character of the industries that are now or in the future may be operated in the vicinity of the Property and of the annoyances, inconveniences and unpleasantness possibly to attend or result from such operations, and Grantee, as of the date hereof, waives and releases any known or unknown Claims of any kind, character, or nature whatsoever, fixed or contingent, against Grantor and/or the Grantor Parties, for damage to property and for injury to persons in or upon the Property, except as otherwise provided in the Purchase Agreement or other writing(s) executed by Grantor in connection with the conveyance of the Property from Grantor to Grantee. Grantee also acknowledges (and waives any Claims against Grantor with respect to) that Grantor reserves the right and privilege at any and all times hereinafter, to discharge through the air upon each and every portion of the Property, any and all gases, dust, dirt, fumes, particulates and other substances and matter which may be released, given, thrown or blown off, emitted or discharged in the course of, by, or through the existence of or operations of any and all smelting plants, reduction works, mines, mills, refineries, manufactories, tailing deposits and other works and factories which now are, or which may hereafter at any time be established or operated by Grantor, its successors, grantees, tenants or assigns, in the vicinity of the Property.

(f) Section 3 shall be binding on Grantee and its successors and assigns for the benefit of Grantor and its successors and assigns.

4. No Indemnification. Grantee hereby covenants and agrees that it has inspected the Property with respect to environmental conditions, and agrees that by accepting this Deed, it accepts the Property in such condition. Grantee hereby waives any and all rights to indemnification, express or implied, statutory or common law, it might otherwise have against Grantor relating to any such environmental contamination; provided, however, that this provision shall not be deemed to supersede, limit, amend or otherwise modify any of the provisions of the Purchase Agreement.

5. Exclusions. Notwithstanding anything to the contrary contained in this Deed, nothing contained in this Deed shall be deemed a release or waiver, or require Grantee to indemnify, protect, defend or hold Grantor or any other Grantor Parties harmless in connection with claims to the extent resulting from or arising in connection with (i) Grantor’s failure to materially perform or comply with any of its obligations or covenants under the Purchase Agreement, (ii) the material untruth, inaccuracy or incompleteness of any of Grantor’s representations or warranties under the Purchase Agreement, (iii) the negligence or willful misconduct of Grantor or any other Grantor Party, (iv) the obligations of Grantor or any other Grantor Party under any contracts or agreements entered into or promises made by Grantor or any other Grantor Party (whether oral, written, actual or alleged), (v) Grantor’s failure to pay for any work performed at or for the benefit of the Property prior to the Closing, (vi) any personal injury or property damages alleged to have occurred while Grantor held title to the Property, and (vii)

Grantor's release after Closing of Hazardous Materials on or under the Property, or the Grantor's release after Closing of Hazardous Materials that migrate from lands adjacent to the Property.

6. Binding Effect. The parties expressly covenant and agree that the covenants and restrictions in this Deed will benefit the Grantor Lands and burden the Property. The parties expressly covenant and agree that the covenants and restrictions in this Deed will run with the land, and be binding not only on Grantee, but on any authorized successor in interest of Grantee, or any party taking title through Grantee. This Deed will extend to and be binding upon, and every benefit and burden hereof will inure to or apply against, the parties hereto and their respective successors and assigns.

7. General Provisions. Unless otherwise indicated in this Deed, all capitalized terms used in this Deed will have the definitions assigned to them in the Purchase Agreement. Grantee agrees that the failure of Grantor to insist upon the strict performance of any of the covenants, conditions and restrictions in this Deed will not be construed as a waiver of any such covenants, conditions and restrictions or for any subsequent failure. This Deed may be executed in counterparts and, when all counterpart documents are executed, the counterparts will constitute a single binding instrument.

[SIGNATURE PAGES FOLLOW]

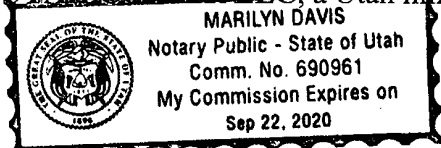
This Deed is executed and delivered to be effective on the date first written above.

**KENNECOTT UTAH COPPER LLC**, a Utah limited liability company

By: \_\_\_\_\_  
Print Name: Marc Cameron  
Title: Managing Director, RTK.

STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 22 day of November, 2019, by Marc Cameron, as Managing Director of **KENNECOTT UTAH COPPER LLC**, a Utah limited liability company.




My Commission Expires:  
22 Sept 2020

Marilyn Davis  
NOTARY PUBLIC  
Residing at: 4700 Daybreak Parkway  
South Jordan, UT 84099

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

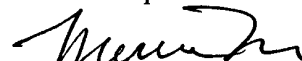
Approved as to form  
RTKC LEGAL DEPARTMENT  
By: [Signature]  
George J. Stewart  
Chief Counsel - US  
Date: 11/22/2019

**FORESTAR (USA) REAL ESTATE GROUP  
INC., a Delaware corporation**

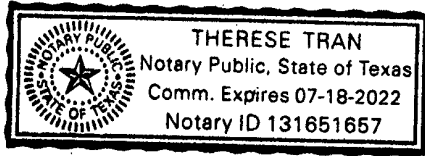
By:   
Print Name: Matthew S. Stark  
Title: Senior Vice President

STATE OF TEXAS                    )  
  : ss.  
COUNTY OF WILLIAMSON        )

The foregoing instrument was acknowledged before me this 21 day of November, 2019,  
by Matthew S. Stark, as Senior Vice President of **FORESTAR  
(USA) REAL ESTATE GROUP INC.**, a Delaware corporation.

  
NOTARY PUBLIC  
Residing at: Austin, Texas

My Commission Expires:  
07-18-2022



**EXHIBIT A  
TO  
SPECIAL WARRANTY DEED**

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(Legal Description of Property)

A parcel of land situate in the Northeast and Southeast Quarters of Section 31, and the Southwest and Northwest Quarters of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian and the Northwest Quarter of Section 5, Township 2 South, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:

(Parcel A)

Beginning at a point on the Westerly Right-of-Way Line of 8400 West Street (SR-111), said point being South 00°01'06" West 154.23 feet along the section line and North 89°58'54" West 71.00 feet from the Center of said Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 00°01'06" West 1,287.05 feet along said Westerly Right-of-Way Line of 8400 West Street;

thence South 89°35'58" West 281.95 feet;

thence South 143.24 feet;

thence West 469.91 feet;

thence South 216.06 feet;

thence South 89°52'32" West 181.22 feet;

thence Northwesterly 148.55 feet along the arc of a 175.00 foot radius curve to the left (center bears South 82°29'28" West and the chord bears North 31°49'39" West 144.13 feet with a central angle of 48°38'13");

thence Northwesterly 22.47 feet along the arc of a 15.00 foot radius curve to the right (center bears North 33°51'14" East and the chord bears North 13°14'06" West 20.43 feet with a central angle of 85°49'20");

thence Southwesterly 339.86 feet along the arc of a 1,180.00 foot radius curve to the right (center bears North 60°19'26" West and the chord bears South 37°55'38" West 338.69 feet with a central angle of 16°30'08");

thence South 46°10'42" West 260.64 feet;

thence Southwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the left (center bears South 43°49'18" East and the chord bears South 01°11'08" West 21.21 feet with a central angle of 89°59'07");

thence South 43°48'25" East 458.49 feet;

thence Southeasterly 295.70 feet along the arc of a 500.00 foot radius curve to the left (center bears North 46°11'35" East and the chord bears South 60°44'58" East 291.41 feet with a central angle of 33°53'06");

thence South 77°41'31" East 351.81 feet;

thence Southeasterly 111.57 feet along the arc of a 300.00 foot radius curve to the left (center bears North 12°18'29" East and the chord bears South 88°20'45" East 110.93 feet with a central angle of 21°18'29");

thence North 81°00'00" East 10.61 feet;



thence South 00°01'06" West 19.69 feet to a Boundary Line Agreement recorded as Entry No. 8034507, in Book 8513, on Page 2145 in the Salt Lake County Recorder's Office;  
 thence South 81°35'00" West 184.04 feet along said Boundary Line Agreement;  
 thence North 77°41'31" West 302.77 feet;  
 thence Northwesterly 94.22 feet along the arc of a 560.00 foot radius curve to the right (center bears North 12°18'29" East and the chord bears North 72°52'19" West 94.11 feet with a central angle of 09°38'24");  
 thence North 89°40'50" West 712.44 feet;  
 thence North 43°48'26" West 237.27 feet;  
 thence North 46°10'42" East 797.63 feet;  
 thence Northeasterly 636.53 feet along the arc of a 1,150.00 foot radius curve to the left (center bears North 43°49'18" West and the chord bears North 30°19'18" East 628.44 feet with a central angle of 31°42'49");  
 thence North 14°27'53" East 204.34 feet;  
 thence Northwesterly 1,095.56 feet along the arc of a 2,833.00 foot radius curve to the right (center bears North 14°27'53" East and the chord bears North 64°27'25" West 1,088.75 feet with a central angle of 22°09'25");  
 thence North 53°22'42" West 895.56 feet;  
 thence South 36°37'18" West 946.68 feet;  
 thence North 21°56'38" West 29.63 feet;  
 thence North 11°38'14" West 184.92 feet;  
 thence North 75°59'26" East 138.87 feet;  
 thence Northwesterly 33.28 feet along the arc of a 30.00 foot radius curve to the left (center bears North 65°26'38" West and the chord bears North 07°13'16" West 31.60 feet with a central angle of 63°33'16");  
 thence North 44°35'40" East 50.44 feet;  
 thence Northwesterly 21.94 feet along the arc of a 125.00 foot radius curve to the right (center bears North 53°34'57" East and the chord bears North 31°23'22" West 21.91 feet with a central angle of 10°03'21");  
 thence North 36°39'44" East 579.81 feet;  
 thence South 53°22'42" East 69.97 feet;  
 thence North 36°37'18" East 70.00 feet;  
 thence South 53°22'42" East 338.71 feet;  
 thence Northeasterly 23.56 feet along the arc of a 15.00 foot radius curve to the left (center bears North 36°37'18" East and the chord bears North 81°37'18" East 21.21 feet with a central angle of 90°00'00");  
 thence North 36°37'18" East 230.97 feet;  
 thence North 53°22'42" West 75.90 feet;  
 thence North 36°35'13" East 446.02 feet;  
 thence North 54°37'03" West 381.14 feet;  
 thence South 36°35'46" West 85.11 feet;  
 thence North 57°07'26" West 50.11 feet;  
 thence Southwesterly 5.42 feet along the arc of a 15.00 foot radius curve to the right (center bears North 53°24'14" West and the chord bears South 46°56'40" West 5.39 feet with a central angle of 20°41'48");  
 thence North 52°10'42" West 32.17 feet;

thence Northwesterly 269.73 feet along the arc of a 4,484.74 foot radius curve to the right (center bears North 37°52'25" East and the chord bears North 50°24'12" West 269.69 feet with a central angle of 03°26'45");

thence Northwesterly 65.80 feet along the arc of a 115.00 foot radius curve to the right (center bears North 41°18'59" East and the chord bears North 32°17'27" West 64.91 feet with a central angle of 32°47'06");

thence Northwesterly 397.89 feet along the arc of a 936.00 foot radius curve to the left (center bears South 74°06'06" West and the chord bears North 28°04'36" West 394.90 feet with a central angle of 24°21'23");

thence North 54°27'12" East 90.28 feet;

thence North 39°56'43" West 301.93 feet;

thence North 89°44'49" East 151.88 feet;

thence Southeasterly 3,229.51 feet along the arc of a 4,347.28 foot radius curve to the left (center bears North 49°21'37" East and the chord bears South 61°55'18" East 3,155.76 feet with a central angle of 42°33'50") to the point of beginning.

Contains 3,601,443 Square Feet or 82.678 Acres

Less and Excepting the following:

(Parcel B)

Beginning at a point being South 00°01'06" West 278.19 feet along the section line and West 298.48 feet from the Center of said Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 00°01'05" West 222.17 feet;

thence East 61.00 feet;

thence South 01°47'14" West 50.03 feet;

thence Southeasterly 23.57 feet along the arc of a 15.00 foot radius curve to the right (center bears South and the chord bears South 44°59'27" East 21.22 feet with a central angle of 90°01'06");

thence South 00°01'06" West 126.00 feet;

thence Southwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right (center bears North 89°58'45" West and the chord bears South 45°00'33" West 21.21 feet with a central angle of 89°58'36");

thence West 4.01 feet;

thence South 42.00 feet;

thence East 3.99 feet;

thence Southeasterly 23.57 feet along the arc of a 15.00 foot radius curve to the right (center bears South and the chord bears South 44°59'27" East 21.22 feet with a central angle of 90°01'06");

thence South 00°01'06" West 157.02 feet;

thence Southwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right (center bears North 89°58'54" West and the chord bears South 45°01'06" West 21.21 feet with a central angle of 90°00'00");

thence North 89°58'54" West 125.99 feet;

thence Northwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right (center bears North 00°01'06" East and the chord bears North 44°58'54" West 21.21 feet with a central angle of 90°00'00");

thence North 89°58'55" West 42.00 feet;  
 thence Southwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right  
 (center bears North 89°58'54" West and the chord bears South 45°01'06" West 21.21 feet with a  
 central angle of 90°00'00");  
 thence North 89°58'54" West 27.78 feet;  
 thence Northwesterly 99.16 feet along the arc of a 1,680.00 foot radius curve to the right  
 (center bears North 00°01'06" East and the chord bears North 88°17'27" West 99.15 feet with a  
 central angle of 03°22'55");  
 thence Northwesterly 22.68 feet along the arc of a 15.00 foot radius curve to the right  
 (center bears North 03°24'01" East and the chord bears North 43°17'27" West 20.58 feet with a  
 central angle of 86°37'05");  
 thence North 00°01'06" East 5.82 feet;  
 thence North 89°58'54" West 42.00 feet;  
 thence Southwesterly 25.10 feet along the arc of a 15.00 foot radius curve to the right  
 (center bears North 89°58'54" West and the chord bears South 47°57'08" West 22.27 feet with a  
 central angle of 95°52'04");  
 thence Northwesterly 58.63 feet along the arc of a 1,680.00 foot radius curve to the right  
 (center bears North 05°53'10" East and the chord bears North 83°06'51" West 58.62 feet with a  
 central angle of 01°59'58");  
 thence Northwesterly 28.67 feet along the arc of a 20.00 foot radius curve to the right  
 (center bears North 07°53'08" East and the chord bears North 41°02'53" West 26.28 feet with a  
 central angle of 82°07'58");  
 thence North 00°01'06" East 10.48 feet;  
 thence North 89°58'54" West 26.00 feet;  
 thence Southwesterly 34.97 feet along the arc of a 20.00 foot radius curve to the right  
 (center bears North 89°58'54" West and the chord bears South 50°06'19" West 30.68 feet with a  
 central angle of 100°10'26");  
 thence Northwesterly 73.93 feet along the arc of a 1,680.00 foot radius curve to the right  
 (center bears North 10°11'32" East and the chord bears North 78°32'49" West 73.92 feet with a  
 central angle of 02°31'17");  
 thence Northwesterly 24.01 feet along the arc of a 15.00 foot radius curve to the right  
 (center bears North 12°42'49" East and the chord bears North 31°26'04" West 21.53 feet with a  
 central angle of 91°42'14");  
 thence North 14°25'03" East 306.84 feet;  
 thence Northeasterly 51.52 feet along the arc of a 205.00 foot radius curve to the left (center  
 bears North 75°34'57" West and the chord bears North 07°13'04" East 51.38 feet with a central  
 angle of 14°23'58");  
 thence North 00°01'05" East 42.25 feet;  
 thence Southeasterly 23.57 feet along the arc of a 15.00 foot radius curve to the left (center  
 bears South 89°58'55" East and the chord bears South 44°59'29" East 21.22 feet with a central  
 angle of 90°01'08");  
 thence North 89°59'57" East 61.00 feet;  
 thence North 00°01'01" East 304.71 feet;  
 thence Southeasterly 396.79 feet along the arc of a 4,504.70 foot radius curve to the left  
 (center bears North 14°32'02" East and the chord bears South 77°59'22" East 396.66 feet with a  
 central angle of 05°02'48") to the point of beginning.

Contains 343,900 Square Feet or 7.895 Acres

Also Less and Excepting the following:

(Parcel C)

Beginning at a point being South 00°01'06" West 138.37 feet along the section line and West 888.03 feet from the Center of said Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 17°11'57" West 31.98 feet;

thence South 00°01'05" West 347.48 feet;

thence South 14°27'53" West 149.96 feet;

thence Northwesterly 71.34 feet along the arc of a 2,345.00 foot radius curve to the right (center bears North 17°16'32" East and the chord bears North 71°51'10" West 71.34 feet with a central angle of 01°44'35");

thence Northwesterly 22.37 feet along the arc of a 15.00 foot radius curve to the right (center bears North 19°01'07" East and the chord bears North 28°15'30" West 20.35 feet with a central angle of 85°26'45");

thence North 66°42'37" West 50.60 feet;

thence Southwesterly 25.27 feet along the arc of a 15.00 foot radius curve to the right (center bears North 75°32'07" West and the chord bears South 62°43'48" West 22.39 feet with a central angle of 96°31'50");

thence Northwesterly 174.07 feet along the arc of a 2,345.00 foot radius curve to the right (center bears North 20°59'43" East and the chord bears North 66°52'42" West 174.03 feet with a central angle of 04°15'11");

thence Northwesterly 23.80 feet along the arc of a 15.00 foot radius curve to the right (center bears North 25°14'54" East and the chord bears North 19°17'26" West 21.38 feet with a central angle of 90°55'20");

thence North 63°43'52" West 50.00 feet;

thence Southwesterly 23.84 feet along the arc of a 15.00 foot radius curve to the right (center bears North 63°49'46" West and the chord bears South 71°41'35" West 21.41 feet with a central angle of 91°02'43");

thence Northwesterly 147.41 feet along the arc of a 2,345.00 foot radius curve to the right (center bears North 27°12'56" East and the chord bears North 60°59'01" West 147.39 feet with a central angle of 03°36'06");

thence Northwesterly 25.08 feet along the arc of a 15.00 foot radius curve to the right (center bears North 30°49'03" East and the chord bears North 11°16'50" West 22.26 feet with a central angle of 95°48'15");

thence North 36°37'18" East 20.48 feet;

thence North 53°22'42" West 202.00 feet;

thence South 36°37'18" West 282.80 feet;

thence South 53°22'42" East 76.14 feet;

thence South 36°10'08" West 220.82 feet;

thence Northwesterly 96.06 feet along the arc of a 2,803.00 foot radius curve to the right (center bears North 34°39'29" East and the chord bears North 54°21'36" West 96.05 feet with a central angle of 01°57'49");

thence North 53°22'42" West 516.85 feet;  
thence Northwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right (center bears North 36°37'18" East and the chord bears North 08°22'42" West 21.21 feet with a central angle of 90°00'00");  
thence North 36°37'18" East 777.35 feet;  
thence Northeasterly 21.97 feet along the arc of a 15.00 foot radius curve to the right (center bears South 53°22'42" East and the chord bears North 78°34'44" East 20.06 feet with a central angle of 83°54'52");  
thence Southeasterly 1,048.59 feet along the arc of a 4,504.70 foot radius curve to the left (center bears North 30°32'10" East and the chord bears South 66°07'56" East 1,046.23 feet with a central angle of 13°20'14") to the point of beginning.

Contains 784,650 Square Feet or 18.013 Acres

Net Acreage Contains 2,472,893 Square Feet or 56.770 Acres

13673124  
5/25/2021 12:12:00 PM \$40.00  
Book - 11180 Pg - 329-341  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
FIRST AMERICAN NCS  
BY: eCASH, DEPUTY - EF 13 P.

WHEN RECORDED, RETURN TO:  
Forestar (USA) Real Estate Group Inc.  
2221 E. Lamar Blvd, Suite 790  
Arlington, TX 76006  
Attn: Thomas H. Burluson

Please mail tax notice to Grantee  
at the address listed below

First American Title  
National Commercial Services  
NCS File # 831879-D

*Space above for County Recorder's Use*  
Affects Portions of Tax Serial Nos. 14-32-326-002-  
0000, 14-32-376-002-0000, 14-31-401-001-0000, 14-  
31-401-002-0000, and 14-32-301-001-0000

### SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (the "**Deed**"), entered into and to be effective as of the 24th day of May, 2021, by and between KENNECOTT UTAH COPPER LLC, a Utah limited liability company formerly known as Kennecott Utah Copper Corporation, as Grantor, with an address of 4700 W. Daybreak Parkway, Suite 3S, South Jordan, UT 84009, and FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation, as Grantee, whose address is 2221 E. Lamar Blvd, Suite 790, Arlington, TX 76006, with reference to the following:

A. Grantee, as buyer, and Grantor, as seller, are parties to that certain Real Property Purchase and Sale Agreement dated effective December 8, 2017, as amended by the Reinstatement and First Amendment to Purchase and Sale Agreement with an effective date of June 4, 2018, the Second Amendment to Purchase and Sale Agreement with an effective date of July 9, 2018, the Third Amendment to Purchase and Sale Agreement with an effective date of December 28, 2018 (the "**Third Amendment**"), the Fourth Amendment to Purchase and Sale Agreement with an effective date of February 1, 2019, the Fifth Amendment to Purchase and Sale Agreement with an effective date of March 21, 2019, the Sixth Amendment to Purchase and Sale Agreement with an effective date of July 30, 2019, the Seventh Amendment to Purchase and Sale Agreement with an effective date of November 20, 2019, and the Eighth Amendment to Purchase and Sale Agreement with an effective date of May 24, 2021 (collectively, the "**Purchase Agreement**"), whereby Grantee has the right to purchase certain unimproved real property located in Salt Lake County, State of Utah ("**Property**") more particularly described on Exhibit A attached hereto and made a part hereof.

B. Pursuant to the Purchase Agreement, Grantee agreed, among other things, to release and protect Grantor from existing and future liabilities that might result from the ownership and use of the Property by Grantee and to protect the Grantor's use for industrial purposes of its retained lands located in Salt Lake County, Utah adjacent to or near the Property ("**Grantor Lands**") within Township 1 South, Range 2 West; Township 1 South, Range 3 West; Township 2 South, Range 3 West; and Township 2 South, Range 2 West, Salt Lake Base and Meridian.

1. Conveyance. FOR THE SUM OF TEN DOLLARS, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the covenants in this Deed, Grantor hereby conveys and warrants against all claiming by,

through or under it to Grantee, the Property subject to the reservations, covenants, conditions and restrictions set forth herein. Grantor hereby reserves any and all water and water rights, if any, however evidenced and whether or not appurtenant to the Property, relating to or connected with the Property, including stock in water companies.

2. Title to Property. The Property is conveyed SUBJECT TO (a) all reservations, covenants, conditions, restrictions, encumbrances, easements, rights-of-way and other matters of record; (b) all taxes and assessments for the current year and thereafter; (c) all federal, state and local zoning, building, subdivision, land sales, land use, ecology, environmental protection and other laws, ordinances rules and regulations of governmental authorities, including those of any and all regulatory agencies and administrative officials having or asserting jurisdiction over the Property; (d) all matters that a physical inspection or accurate survey of the Property would disclose; and (e) the reservations, covenants, conditions and restrictions set forth in the Purchase Agreement.

3. Condition of Property.

(a) Grantee acknowledges, represents, warrants and agrees that Grantee is taking the Property "as-is, where-is" with all defects and faults and subject to all other terms and conditions of the Purchase Agreement. Except for those representations, warranties, and guarantees set forth in this Deed and the Purchase Agreement, Grantor has not made and Grantor hereby disclaims and Grantee hereby waives any and all representations, warranties, or guaranties as to the Property, including, but not limited to: (a) governmental and/or other legal requirements; (b) the presence or absence of Hazardous Substances (defined below) on, under or around the Property or the physical condition of the Property; (c) appurtenances, drainage or access; (d) compliance with any laws, rules, regulations, orders, ordinances or requirements (whether federal, state or local), including, without limitation, Environmental Law (defined below); and (e) merchantability, suitability and fitness for a particular purpose.

(b) By accepting this Deed, Grantee will assume responsibility for all liabilities and damages caused by, relating to or arising out of any condition of the Property (including, without limitation, environmental investigation and remediation expense), whether now existing or hereafter arising, and will hold Grantor and the Grantor Parties (defined below) harmless therefrom. Grantee further covenants and agrees not to bring any Claims (defined below) against Grantor and/or the Grantor Parties related to or arising out of the condition of the Property or any liability relating thereto including, without limitation, the existence of Hazardous Substances on, under or around the Property.

(c) Grantee represents to Grantor that Grantee has conducted such investigations of the Property, as Grantee deems necessary or desirable to satisfy itself as to any matter relating to the Property and will rely solely upon same and not upon any information provided by or on behalf of Grantor and/or the Grantor Parties, with respect thereto. By accepting this Deed, Grantee shall assume the risk that adverse matters regarding the Property may not have been revealed by Grantee's investigations, and Grantee shall be deemed, on behalf of itself and on behalf of its transferees and their respective successors and assigns, except as otherwise provided in the Purchase Agreement, to waive, relinquish, release and forever discharge Grantor and the Grantor Parties from and against any and all claims, demands, causes of action, losses, damages,

liabilities, costs and expenses (including attorneys' fees) of any and every kind or character, known or unknown, by reason of or arising out of the Property.

(d) As used herein,

(i) The term "**Claims**" shall mean any and all claims, counterclaims, causes of action, suits or damages (including, without limitation, all foreseeable and unforeseeable consequential damages, injunction and other relief), fines, judgments, penalties, costs, liabilities, losses or expenses.

(ii) The term "**Environmental Law**" shall mean all applicable federal, state and local laws, orders, rules, regulations and requirements of every duly constituted government authority, agency or instrumentally, now existing or hereafter promulgated that relate in each case to the protection of the environment including without limitation, environmental, health or safety laws, regulations, governmental authorizations, ordinances, and rules, and the common law relating to the use, refinement, recycling, handling, treatment, removal, storage, production, manufacture, transportation, disposal, emissions, discharges, releases or threatened releases of Hazardous Substances, or otherwise relating to pollution or protection of human health or the environment or to emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or wastes into the environment (including, without limitation, ambient air, soil, surface water, ground water, wetlands, natural resources, land surface or subsurface strata), or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, chemicals or industrial, toxic or Hazardous Substances or wastes, as the same may be amended or modified, and as now existing or hereafter adopted.

(iii) The term "**Hazardous Substances**" shall mean and be interpreted broadly to include any material or substance that is defined, regulated or classified under Environmental Laws, including without limitation, as: (i) a "hazardous substance" pursuant to section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601(14), section 311 of the Federal Water Pollution Control Act, 33 U.S.C. § 1321, as now or hereafter amended; (ii) a "hazardous waste" pursuant to section 1004 or section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6903, 6921, as now or hereafter amended; (iii) a toxic pollutant under section 307(a)(1) of the Federal Water Pollution Control Act, 33 U.S.C. § 1317(a)(1); (iv) a "hazardous air pollutant" under section 112 of the Clean Air Act, 42 U.S.C. § 7412, as now or hereafter amended; (v) a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. App. § 1802(4), as now or hereafter amended; (vi) a toxic or hazardous material or substance pursuant to regulations promulgated now or hereafter under the aforementioned laws or any state or local counterpart to any of the aforementioned laws; (vii) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances, or regulations, as now or as may be passed or promulgated in the future; or (viii) any substance or energy that after release into the environment and upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer, or genetic abnormalities. Hazardous Substances specifically includes asbestos, polychlorinated biphenyls, radioactive materials



including naturally occurring radionuclides, petroleum and petroleum-based derivatives, and urea formaldehyde.

(iv) The term “**Grantor Parties**” shall mean collectively Grantor, its parent entities, affiliates, subsidiaries, divisions, partners, predecessors, successors in interest, heirs, and assigns, and all other persons with whom each of them has been or is now affiliated and their respective officers, directors, members, shareholders, agents, managers, servants, representatives, employees and attorneys.

(e) Without limiting the above provisions, Grantee shall accept the Property, with full knowledge of the nature and character of the industries that are now or in the future may be operated in the vicinity of the Property and of the annoyances, inconveniences and unpleasantness possibly to attend or result from such operations, and Grantee, as of the date hereof, waives and releases any known or unknown Claims of any kind, character, or nature whatsoever, fixed or contingent, against Grantor and/or the Grantor Parties, for damage to property and for injury to persons in or upon the Property, except as otherwise provided in the Purchase Agreement or other writing(s) executed by Grantor in connection with the conveyance of the Property from Grantor to Grantee. Grantee also acknowledges (and waives any Claims against Grantor with respect to) that Grantor reserves the right and privilege at any and all times hereinafter, to discharge through the air upon each and every portion of the Property, any and all gases, dust, dirt, fumes, particulates and other substances and matter which may be released, given, thrown or blown off, emitted or discharged in the course of, by, or through the existence of or operations of any and all smelting plants, reduction works, mines, mills, refineries, manufactories, tailing deposits and other works and factories which now are, or which may hereafter at any time be established or operated by Grantor, its successors, grantees, tenants or assigns, in the vicinity of the Property.

(f) Section 3 shall be binding on Grantee and its successors and assigns for the benefit of Grantor and its successors and assigns.

4. No Indemnification. Grantee hereby covenants and agrees that it has inspected the Property with respect to environmental conditions, and agrees that by accepting this Deed, it accepts the Property in such condition. Grantee hereby waives any and all rights to indemnification, express or implied, statutory or common law, it might otherwise have against Grantor relating to any such environmental contamination; provided, however, that this provision shall not be deemed to supersede, limit, amend or otherwise modify any of the provisions of the Purchase Agreement.

5. Exclusions. Notwithstanding anything to the contrary contained in this Deed, nothing contained in this Deed shall be deemed a release or waiver, or require Grantee to indemnify, protect, defend or hold Grantor or any other Grantor Parties harmless in connection with claims to the extent resulting from or arising in connection with (i) Grantor’s failure to materially perform or comply with any of its obligations or covenants under the Purchase Agreement, (ii) the material untruth, inaccuracy or incompleteness of any of Grantor’s representations or warranties under the Purchase Agreement, (iii) the negligence or willful misconduct of Grantor or any other Grantor Party, (iv) the obligations of Grantor or any other Grantor Party under any contracts or agreements entered into or promises made by Grantor or any other Grantor Party (whether oral, written, actual or alleged), (v) Grantor’s failure to pay for any

work performed at or for the benefit of the Property prior to the Closing, (vi) any personal injury or property damages alleged to have occurred while Grantor held title to the Property, and (vii) Grantor's release after Closing of Hazardous Materials on or under the Property, or the Grantor's release after Closing of Hazardous Materials that migrate from lands adjacent to the Property.

6. Binding Effect. The parties expressly covenant and agree that the covenants and restrictions in this Deed will benefit the Grantor Lands and burden the Property. The parties expressly covenant and agree that the covenants and restrictions in this Deed will run with the land, and be binding not only on Grantee, but on any authorized successor in interest of Grantee, or any party taking title through Grantee. This Deed will extend to and be binding upon, and every benefit and burden hereof will inure to or apply against, the parties hereto and their respective successors and assigns.

7. General Provisions. Unless otherwise indicated in this Deed, all capitalized terms used in this Deed will have the definitions assigned to them in the Purchase Agreement. Grantee agrees that the failure of Grantor to insist upon the strict performance of any of the covenants, conditions and restrictions in this Deed will not be construed as a waiver of any such covenants, conditions and restrictions or for any subsequent failure. This Deed may be executed in counterparts and, when all counterpart documents are executed, the counterparts will constitute a single binding instrument.

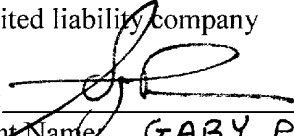
[SIGNATURE PAGES FOLLOW]

This Deed is executed and delivered to be effective on the date first written above.

Approved as to form:  
Nicole Carlisle  
Squires

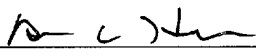
Digitally signed by Nicole  
Carlisle Squires  
Date: 2021.05.23 21:40:34  
-06'00'

KENNECOTT UTAH COPPER LLC, a Utah  
limited liability company

By:   
Print Name: GABY POIRIER  
Title: MANAGING DIRECTOR

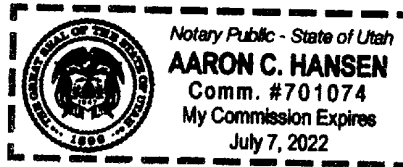
STATE OF UTAH )  
  ) : ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of May, 2021, by  
GABY POIRIER, as MANAGING DIRECTOR of KENNECOTT  
UTAH COPPER LLC, a Utah limited liability company.

  
NOTARY PUBLIC  
Residing at: SLC, UT

My Commission Expires:  
7/7/2022

[SIGNATURES CONTINUE ON FOLLOWING PAGE]



**FORESTAR (USA) REAL ESTATE GROUP  
INC., a Delaware corporation**

By: *Brian D. Konderik*  
Print Name: Brian D. Konderik  
Title: Vice President

STATE OF ARIZONA                    )  
  : ss.  
COUNTY OF Maricopa            )

The foregoing instrument was acknowledged before me this 21 day of May, 2021, by  
Brian D. Konderik, as Vice President of **FORESTAR (USA)**  
**REAL ESTATE GROUP INC.**, a Delaware corporation.

*Rolonda Ramirez*  
NOTARY PUBLIC  
Residing at: 1661 E. Camelback Rd # 330  
Phoenix, AZ 85016

My Commission Expires:  
1-17-24



**EXHIBIT A  
TO  
SPECIAL WARRANTY DEED**

---

(Legal Description of Property)

A parcel of land situate in the Northeast and Southeast Quarters of Section 31, and the Southwest and Northwest Quarters of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:

(Parcel B)

Beginning at a point being South 00°01'06" West 275.65 feet along the section line and West 298.48 feet from the Center of said Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 00°01'05" West 222.17 feet;  
thence East 61.00 feet;  
thence South 01°47'14" West 50.03 feet;  
thence Southeasterly 23.57 feet along the arc of a 15.00 foot radius curve to the right (center bears South and the chord bears South 44°59'27" East 21.22 feet with a central angle of 90°01'06");  
thence South 00°01'06" West 126.00 feet;  
thence Southwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right (center bears North 89°58'45" West and the chord bears South 45°00'33" West 21.21 feet with a central angle of 89°58'36");  
thence West 4.01 feet;  
thence South 42.00 feet;  
thence East 3.99 feet;  
thence Southeasterly 23.57 feet along the arc of a 15.00 foot radius curve to the right (center bears South and the chord bears South 44°59'27" East 21.22 feet with a central angle of 90°01'06");  
thence South 00°01'06" West 157.02 feet;  
thence Southwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right (center bears North 89°58'54" West and the chord bears South 45°01'06" West 21.21 feet with a central angle of 90°00'00");  
thence North 89°58'54" West 125.99 feet;  
thence Northwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right (center bears North 00°01'06" East and the chord bears North 44°58'54" West 21.21 feet with a central angle of 90°00'00");  
thence North 89°58'55" West 42.00 feet;  
thence Southwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right (center bears North 89°58'54" West and the chord bears South 45°01'06" West 21.21 feet with a central angle of 90°00'00");  
thence North 89°58'54" West 27.78 feet;  
thence Northwesterly 99.16 feet along the arc of a 1,680.00 foot radius curve to the right (center bears North 00°01'06" East and the chord bears North 88°17'27" West 99.15 feet with a central angle of 03°22'55");

thence Northwesterly 22.68 feet along the arc of a 15.00 foot radius curve to the right  
 (center bears North 03°24'01" East and the chord bears North 43°17'27" West 20.58 feet with a  
 central angle of 86°37'05");  
 thence North 00°01'06" East 5.82 feet;  
 thence North 89°58'54" West 42.00 feet;  
 thence Southwesterly 25.10 feet along the arc of a 15.00 foot radius curve to the right  
 (center bears North 89°58'54" West and the chord bears South 47°57'08" West 22.27 feet with a  
 central angle of 95°52'04");  
 thence Northwesterly 58.63 feet along the arc of a 1,680.00 foot radius curve to the right  
 (center bears North 05°53'10" East and the chord bears North 83°06'51" West 58.62 feet with a  
 central angle of 01°59'58");  
 thence Northwesterly 28.67 feet along the arc of a 20.00 foot radius curve to the right  
 (center bears North 07°53'08" East and the chord bears North 41°02'53" West 26.28 feet with a  
 central angle of 82°07'58");  
 thence North 00°01'06" East 10.48 feet;  
 thence North 89°58'54" West 26.00 feet;  
 thence Southwesterly 34.97 feet along the arc of a 20.00 foot radius curve to the right  
 (center bears North 89°58'54" West and the chord bears South 50°06'19" West 30.68 feet with a  
 central angle of 100°10'26");  
 thence Northwesterly 73.93 feet along the arc of a 1,680.00 foot radius curve to the right  
 (center bears North 10°11'32" East and the chord bears North 78°32'49" West 73.92 feet with a  
 central angle of 02°31'17");  
 thence Northwesterly 24.01 feet along the arc of a 15.00 foot radius curve to the right  
 (center bears North 12°42'49" East and the chord bears North 31°26'04" West 21.53 feet with a  
 central angle of 91°42'14");  
 thence North 14°25'03" East 306.84 feet;  
 thence Northeasterly 51.52 feet along the arc of a 205.00 foot radius curve to the left (center  
 bears North 75°34'57" West and the chord bears North 07°13'04" East 51.38 feet with a central  
 angle of 14°23'58");  
 thence North 00°01'05" East 42.25 feet;  
 thence Southeasterly 23.57 feet along the arc of a 15.00 foot radius curve to the left (center  
 bears South 89°58'55" East and the chord bears South 44°59'29" East 21.22 feet with a central  
 angle of 90°01'08");  
 thence North 89°59'57" East 61.00 feet;  
 thence North 00°01'01" East 304.71 feet;  
 thence Southeasterly 396.79 feet along the arc of a 4,504.70 foot radius curve to the left  
 (center bears North 14°32'02" East and the chord bears South 77°59'22" East 396.66 feet with a  
 central angle of 05°02'48") to the point of beginning.

Contains 343,900 Square Feet or 7.895 Acres

Together with:

(Parcel D)

Beginning at a point being South 00°01'06" West 1,441.28 feet along the section line and North 89°58'54" West 71.00 feet from the Center of said Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 00°01'06" West 488.07 feet;  
thence North 89°40'50" West 371.62 feet;  
thence North 00°19'22" East 96.50 feet;  
thence North 89°40'50" West 478.25 feet;  
thence North 25.35 feet;  
thence North 89°52'32" East 97.61 feet;  
thence North 216.06 feet;  
thence East 469.91 feet;  
thence North 143.24 feet;  
thence North 89°35'58" East 281.95 feet to the point of beginning.

Contains 262,636 Square Feet or 6.029 Acres

Together with:

(Parcel E)

Beginning at a point being South 00°01'06" West 210.48 feet along the section line and West 2,292.01 feet from the Center of said Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 36°37'18" West 127.84 feet;  
thence Southwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right (center bears North 53°22'42" West and the chord bears South 81°37'18" West 21.21 feet with a central angle of 90°00'00");  
thence North 53°22'42" West 338.71 feet;  
thence South 36°37'18" West 70.00 feet;  
thence North 53°22'42" West 69.97 feet;  
thence North 53°22'42" West 148.79 feet;  
thence Northwesterly 327.43 feet along the arc of a 570.00 foot radius curve to the right (center bears North 36°37'18" East and the chord bears North 36°55'19" West 322.95 feet with a central angle of 32°54'47");  
thence South 84°20'57" West 313.20 feet;  
thence North 16°31'39" West 267.80 feet;  
thence North 20°55'36" West 184.93 feet;  
thence North 31°54'21" West 229.96 feet;  
thence North 50°15'57" West 158.95 feet;  
thence North 50°14'34" West 266.00 feet;  
thence North 00°26'42" East 242.28 feet;  
thence North 89°44'49" East 965.53 feet;  
thence South 39°56'43" East 301.93 feet;  
thence South 54°27'12" West 90.28 feet;  
thence Southeasterly 397.89 feet along the arc of a 936.00 foot radius curve to the right (center bears South 49°44'43" West and the chord bears South 28°04'36" East 394.90 feet with a central angle of 24°21'23");

thence Southeasterly 65.80 feet along the arc of a 115.00 foot radius curve to the left (center bears North 74°06'06" East and the chord bears South 32°17'27" East 64.91 feet with a central angle of 32°47'06");

thence Southeasterly 269.73 feet along the arc of a 4,484.74 foot radius curve to the left (center bears North 41°19'11" East and the chord bears South 50°24'12" East 269.69 feet with a central angle of 03°26'45");

thence South 52°10'42" East 32.17 feet;

thence Northeasterly 5.42 feet along the arc of a 15.00 foot radius curve to the left (center bears North 32°42'26" West and the chord bears North 46°56'40" East 5.39 feet with a central angle of 20°41'48");

thence South 57°07'26" East 50.11 feet;

thence South 36°35'46" West 440.81 feet;

thence Southeasterly 23.56 feet along the arc of a 15.00 foot radius curve to the left (center bears South 53°24'14" East and the chord bears South 08°23'28" East 21.21 feet with a central angle of 89°58'28");

thence South 53°22'42" East 441.98 feet to the point of beginning.

Contains 1,264,245 Square Feet or 29.023 Acres

Together with:

(Parcel I)

Beginning at a point on the Easterly right-of-way line of Cloud Peak Drive, as depicted on the Gateway to Little Valley Road Dedication Plat, recorded as Entry No. 13535252 in Book 2021P at Page 20 in the Office of the Salt Lake County Recorder, said point being North 00°01'06" East 978.65 feet along the section line and West 1,084.69 feet from the South Quarter Corner of said Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running

thence Southeasterly 22.47 feet along the arc of a 15.00 foot radius curve to the left (center bears South 60°19'26" East and the chord bears South 13°14'06" East 20.43 feet with a central angle of 85°49'20");

thence Southeasterly 171.30 feet along the arc of a 175.00 foot radius curve to the right (center bears South 33°51'14" West and the chord bears South 28°06'17" East 164.54 feet with a central angle of 56°04'58");

thence South 89°56'08" West 50.00 feet;

thence Northwesterly 118.77 feet along the arc of a 125.00 foot radius curve to the left (center bears South 89°56'15" West and the chord bears North 27°16'58" West 114.35 feet with a central angle of 54°26'24");

thence Southwesterly 24.08 feet along the arc of a 15.00 foot radius curve to the left (center bears South 35°29'50" West and the chord bears South 79°30'27" West 21.58 feet with a central angle of 91°58'46") to said Easterly right-of-way line;

thence Northeasterly 79.12 feet along the arc of a 1,180.00 foot radius curve to the left (center bears North 56°28'56" West and the chord bears North 31°35'49" East 79.10 feet with a central angle of 03°50'30") along said Easterly right-of-way line to the point of beginning.

Contains 8,075 Square Feet or 0.185 Acres



Total Acreage Contains 1,855,687 Square Feet or 42.601 Acres

A parcel of land situate in the Northeast and Southeast Quarters of Section 31, and the Southwest and Northwest Quarters of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:

(Parcel C)

Beginning at a point being South 00°01'06" West 138.37 feet along the section line and West 888.03 feet from the Center of said Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 17°11'57" West 31.98 feet;

thence South 00°01'05" West 347.48 feet;

thence South 14°27'53" West 149.96 feet;

thence Northwesterly 71.34 feet along the arc of a 2,345.00 foot radius curve to the right (center bears North 17°16'32" East and the chord bears North 71°51'10" West 71.34 feet with a central angle of 01°44'35");

thence Northwesterly 22.37 feet along the arc of a 15.00 foot radius curve to the right (center bears North 19°01'07" East and the chord bears North 28°15'30" West 20.35 feet with a central angle of 85°26'45");

thence North 66°42'37" West 50.60 feet;

thence Southwesterly 25.27 feet along the arc of a 15.00 foot radius curve to the right (center bears North 75°32'07" West and the chord bears South 62°43'48" West 22.39 feet with a central angle of 96°31'50");

thence Northwesterly 174.07 feet along the arc of a 2,345.00 foot radius curve to the right (center bears North 20°59'43" East and the chord bears North 66°52'42" West 174.03 feet with a central angle of 04°15'11");

thence Northwesterly 23.80 feet along the arc of a 15.00 foot radius curve to the right (center bears North 25°14'54" East and the chord bears North 19°17'26" West 21.38 feet with a central angle of 90°55'20");

thence North 63°43'52" West 50.00 feet;

thence Southwesterly 23.84 feet along the arc of a 15.00 foot radius curve to the right (center bears North 63°49'46" West and the chord bears South 71°41'35" West 21.41 feet with a central angle of 91°02'43");

thence Northwesterly 147.41 feet along the arc of a 2,345.00 foot radius curve to the right (center bears North 27°12'56" East and the chord bears North 60°59'01" West 147.39 feet with a central angle of 03°36'06");

thence Northwesterly 25.08 feet along the arc of a 15.00 foot radius curve to the right (center bears North 30°49'03" East and the chord bears North 11°16'50" West 22.26 feet with a central angle of 95°48'15");

thence North 36°37'18" East 20.48 feet;

thence North 53°22'42" West 202.00 feet;

thence South 36°37'18" West 282.80 feet;

thence South 53°22'42" East 76.14 feet;

thence South 36°10'08" West 220.82 feet;

thence Northwesterly 96.06 feet along the arc of a 2,803.00 foot radius curve to the right (center bears North 34°39'29" East and the chord bears North 54°21'36" West 96.05 feet with a central angle of 01°57'49");

thence North 53°22'42" West 516.85 feet;

thence Northwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right (center bears North 36°37'18" East and the chord bears North 08°22'42" West 21.21 feet with a central angle of 90°00'00");

thence North 36°37'18" East 777.35 feet;

thence Northeasterly 21.97 feet along the arc of a 15.00 foot radius curve to the right (center bears South 53°22'42" East and the chord bears North 78°34'44" East 20.06 feet with a central angle of 83°54'52");

thence Southeasterly 1,048.59 feet along the arc of a 4,504.70 foot radius curve to the left (center bears North 30°32'10" East and the chord bears South 66°07'56" East 1,046.23 feet with a central angle of 13°20'14") to the point of beginning.

Contains 784,650 Square Feet or 18.013 Acres