

11559109
01/18/2013 10:22 AM \$0.00
Book - 10099 Pg - 939-958
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FOUNDERS TITLE
746 WINCHESTER ST STE 100
SLC UT 84107
BY: EAP, DEPUTY - WI 20 P.

WHEN RECORDED, MAIL TO:

Alliant Techsystems Inc.
Attn: Jill Wilde
P.O. Box 98, M/S UT03 EL2
Magna, Utah 84044-0098

F-84425F

14-33-406-02

Space Above for Recorder's Use

LAND USE AND TRANSFER RESTRICTION AGREEMENT

THIS LAND USE AND TRANSFER RESTRICTION AGREEMENT (the "Agreement") is made this 17 day of January, 2013, by and between Alliant Techsystems Inc., a Delaware corporation, and its successors and assigns ("Alliant"), and Salt Lake County, a body politic of the State of Utah and its successors and assigns ("Salt Lake County"), with reference to the following:

RECITALS:

A. Alliant is the owner of certain real property located in Salt Lake County, State of Utah (the "Property"), which is more particularly described in **Exhibit A** attached hereto and incorporated herein by reference.

B. Alliant operates an industrial plant commonly known as the Bacchus Works facility on lands owned or controlled by Alliant located adjacent to the Property (the "Alliant Lands"). The Alliant Lands are more particularly described in **Exhibit B** attached hereto and incorporated herein by reference.

C. Salt Lake County desires to purchase the Property from Alliant subject to the terms and conditions of that certain Option Agreement dated January, 2010 for the purpose of developing and maintaining the Property for a public park and/or related public recreational facilities.

D. Salt Lake County and Alliant agree that certain uses on the Property are not consistent with Alliant's operations of the Bacchus Works facility and such inconsistent uses shall be prohibited unless and until all portions of the Alliant Lands are no longer used for Industrial Purposes (defined below).

E. Salt Lake County and Alliant agree that the Property should be subjected to this Agreement and shall be held, sold, and conveyed subject to the following restrictions, covenants, and conditions, which are for the express purpose of protecting the value and desirability of the Alliant Lands.

F. Salt Lake County and Alliant further agree that the Property shall be held, transferred, sold, conveyed, hypothecated, leased, subleased, occupied and improved subject to this Agreement, the terms of which shall run with the land and be binding upon Salt Lake County

and Alliant and upon all parties having or acquiring any right, title or interest in and to any part of the Property, and shall inure to the benefit of Alliant and its successors and assigns as to any part of the Alliant Lands.

AGREEMENT:

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Salt Lake County and Alliant covenant and agree as follows:

1. USE COVENANTS AND RESTRICTIONS. Salt Lake County hereby covenants and agrees that it shall utilize the Property solely for the purpose of constructing, maintaining and operating a public park or other public recreational facilities. No portion of the Property shall be used for residential housing, lodging or other overnight use or occupation, or for commercial purposes including, without limitation, the legal or de facto subdivision of the Property into lots or parcels, the placement or construction of any residential buildings, structures, or similar improvements, or the placement or construction of any commercial buildings, structures, or similar improvements.

2. RESTRICTION ON TRANSFER. Salt Lake County hereby covenants and agrees that the Property shall not be sold or otherwise disposed of by Salt Lake County, provided however, that upon payment in full of that certain Secured Promissory Note of even date herewith executed by Salt Lake County, as maker, in favor of Alliant, Salt Lake County shall be free, in its sole discretion, to transfer ownership and/or control of the Property to another governmental entity within the State of Utah, subject to this Agreement.

3. DURATION. The covenants and restrictions set forth in Section 1 and Section 2 shall automatically terminate insofar as Alliant, or any of its successor in interest, notifies Salt Lake County, or its authorized successors and/or assigns, in writing, that Alliant together with any and all parents, subsidiaries, affiliates, partners, and all related entities, and expressly including ATK Launch Systems Inc., or any of their respective successors and assigns, have permanently ceased all Industrial Uses (defined below) as to all portions of the Alliant Lands. Salt Lake County and/or its authorized transferee may request such notice from Alliant and the same shall not be unreasonably withheld if Alliant and its successors in interest have permanently ceased all Industrial Uses on all portions of the Alliant Lands. The land use and transfer restrictions imposed hereunder will terminate if Alliant, or its successor in interest, permanently ceases such Industrial Uses, even though Alliant, or its successor in interest, may continue other commercial uses of the Property. For purposes of this Agreement, the terms “Industrial Uses” or “Industrial Purposes” mean the kind of uses of the Property which led to the enactment of Salt Lake County Ordinance, Section 15.14.010, *et seq.*, including but not limited to the manufacture and testing of rocket propellants and motors.

4. ENFORCEMENT AND REMEDIES.

(a) Compliance. Salt Lake County shall comply with the provisions of this Agreement, as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover damages or injunctive relief or both, maintainable by Alliant or its successors and assigns.

(b) Cure Period. In the event Salt Lake County, its successors or assigns, fails to perform any other provision of this Agreement, which failure continues for a period of ten (10) days after receipt of written notice specifying the particulars of such failure, such failure shall constitute a default and Alliant, its successors and assigns, may thereafter institute legal action against the then-current owner of the Property for specific performance, declaratory or injunctive relief, monetary damages or any other remedy provided by law.

(c) Remedies Cumulative. In addition to the remedies set forth in this Agreement, each person entitled to enforce this Agreement shall be entitled to exercise all other remedies provided by law or in equity to the same extent as if fully set forth herein word for word. No remedy herein conferred upon, or reserved to any person shall exclude any other remedy herein, by law or in equity, but each shall be cumulative.

2. COVENANTS RUN WITH THE LAND. The rights and obligations granted or created in this Agreement are appurtenances to the Alliant Lands and the Property and none of the rights or obligations may be transferred, assigned or encumbered except as an appurtenance to such property. Each of the covenants contained in this Agreement (whether affirmative or negative in nature) (a) shall constitute covenants running with the land; (b) shall bind every person having a fee, leasehold or other interest in any portion of the Alliant Lands or the Property at any time or from time to time; (c) shall inure to the benefit of and be binding upon the parties and their respective heirs, personal representatives, successors and assigns, and upon any party acquiring an interest the Property, or any interest therein, whether by operation of law or otherwise, and (d) shall create mutual, equitable servitudes upon the Property in favor of the Alliant Lands. For the purposes of this Agreement and rights set forth herein, the Property burdened by the covenants and restrictions in this Agreement shall constitute the servient estate and the Alliant Lands benefited thereby shall constitute the dominant estate.

3. NOTICES. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within two days after such notice is deposited in the United States mail, postage prepaid and certified and addressed to the respective addresses set forth above or to such other address(es) as may be supplied by a party to the other from time to time in writing. All notices to the parties shall be sent to the person and address set forth below:

To Alliant:	Alliant Techsystems Inc. P.O. Box 98, M/S UT03 EL2 Magna, Utah 84044-0098 Attention: Jill Wilde Telephone: 801-251-2574 Facsimile: 801-251-3366
-------------	--

With a copy to: Parsons Behle & Latimer
201 South Main Street, Suite 1800
Salt Lake City, Utah 84111
Attention: Michael L. Larsen
Telephone: 801-532-1234
Facsimile: 801-536-6199

To Salt Lake County: In writing delivered by certified United States mail to the following:
(1) Salt Lake County, Office of the Mayor, Attention Chief Administrative Officer, 2001 South State Street, Suite N2100, Salt Lake City, Utah 84190;
(2) Salt Lake County District Attorney, Civil Litigation Division, 2001 South State Street, Suite S3600, Salt Lake City, Utah 84190; and
(3) Salt Lake County, Parks and Recreation Division, Attention Division Administrator, 2001 South State Street, Suite S4400, Salt Lake City, Utah 84190.

4. GENERAL PROVISIONS.

(a) Not a Partnership. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the Parties. Each Party shall be considered a separate party and no Party shall have the right to act as agent for another, unless expressly authorized to do so herein or by separate written instrument signed by the Party to be charged.

(b) Attorney Fees. If either Salt Lake County, or its successors and assigns, or Alliant, or its successors and assigns, brings suit to enforce or interpret this Agreement for damages or because of the breach of a covenant or right contained in this Agreement, or with respect to any other issue related to this Agreement, the prevailing Party shall be entitled to recover from the other Party the prevailing Party's reasonable attorneys' fees and costs, including expert witness fees, incurred in any such action or in any appeal from such action, in addition to any other relief to which the prevailing Party is entitled.

(c) Injunctive Relief. In the event of any violation or threatened violation by any party of any of the terms of this Agreement, any party shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Agreement or provided by law or in equity.

(d) Time of Essence. Time is of the essence with respect to the performance of each obligation of this Agreement.

(e) Applicable Law; Jurisdiction. This Agreement shall be governed by and construed and interpreted in accordance with the laws (excluding the choice of laws rules) of the

state of Utah, and any action arising out of or relating to this Agreement shall be brought and maintained exclusively in the Third District Judicial Court in and for Salt Lake County, state of Utah

(f) Severability. If any provision herein shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party under this Agreement will not be materially and adversely affected thereby, (i) such holding or action shall be strictly construed; (ii) such provision shall be fully severable; (iii) this Agreement shall be construed and enforced as if such provision had never comprised a part hereof; (iv) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and (v) in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible.

(g) Modification. This Agreement may not be modified in any respect whatsoever or terminated, in whole or in part, except in written instrument duly executed and acknowledged by both of the parties and recorded in the office of the recorder of the county in which the Property is located.

(h) Breach Shall Not Permit Termination. It is expressly agreed that a breach of this Agreement shall not entitle a party to terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which such party may have hereunder by reason of any breach of this Agreement.

(i) Headings and Titles. Headings and titles of sections are used in this Agreement for convenience or reference only and are not intended to limit, enlarge, or change the meaning or contents thereof.

(j) Effective Date. This Agreement shall take effect upon the recording on the office of the County Recorder of Salt Lake County, State of Utah.

(k) Waiver of Breach. Any waiver of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to any subsequent breach of this Agreement.

(l) Authorization. Each individual executing this Agreement represents and warrants that such individual has been duly authorized to execute and deliver this Agreement in the capacity and for the entity set forth where such individual signs.

(m) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

SALT LAKE COUNTY:

SALT LAKE COUNTY

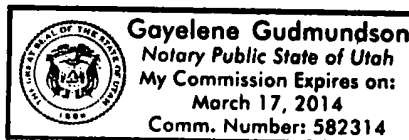
By: Ben McAdams
Mayor or Designee

APPROVED AS TO FORM
Salt Lake County District Attorney's Office
By: [Signature]
Deputy District Attorney
Date 1/16/13

STATE OF UTAH)
 :SS
County of Salt Lake)

On this 16 day of January, 2013, personally appeared before me Ben McAdams, who being duly sworn, did say that ~~she~~ he is the Mayor of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

Gayelene Gudmundson
NOTARY PUBLIC
Residing in Salt Lake County, Utah



**EXHIBIT A
TO
LAND USE AND TRANSFER RESTRICTION AGREEMENT**

(Legal Description of Property)

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

Beginning at a point which lies South 00 deg. 07'10" West 216.15 feet from the center of Section 33, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence South 00 deg. 07'10" West 1483.78 feet to the North line of the Denver and Rio Grande Western Railroad right of way; thence along said North line, South 74 deg. 52' East 2730.37 feet to the West line of 7200 West Street; thence along said West line North 00 deg. 04'26" West 560.11 feet to the South line of Canyon West No. 3, Subdivision; thence North 89 deg. 55'34" West 211.08 feet; thence North 84 deg. 12'57" West 50.26 feet; thence North 82 deg. 13'00" West 85.00 feet; thence North 7 deg. 47'00" East, 100.00 feet; thence North 13 deg. 31'21" West 53.68 feet; thence North 07 deg. 47'00" East 100.00 feet; thence North 82 deg. 13'00" West 283.92 thence North 85 deg. 31'00" West 267.73 feet; thence North 78 deg. 40'00" West 384.50 feet; thence North 83 deg. 26'54" West 60.40 feet; thence North 74 deg. 00'00" West 88.10 feet; thence North 16 deg. 00'00" East 100.00 feet; thence North 31 deg. 09'56" West 73.54 feet; thence North 16 deg. 00'00" East 100.00 feet; thence North 74 deg. 00'00" West 34.38 feet; thence North 16 deg. 00'00" East 155.02 feet; thence North 74 deg. 00'00" West 44.68 feet; thence North 16 deg. 00'00" East 95.07 feet; thence North 74 deg. 00'00" West 27.37 feet; thence North 16 deg. 00'00" East 95.00 feet; thence South 74 deg. 00'00" East 20.44 feet; thence North 16 deg. 00'00" East 151.12 feet to a point which lies 66.00 feet South of the South high water line of the Utah-Salt Lake Canal; thence parallel to said South high water line the following five courses: North 68 deg. 56'44" West 268.03 feet; thence North 69 deg. 00'00" West 227.00 feet; thence North 62 deg. 00'00" West 358.00 feet; thence North 75 deg. 00'00" West 274.00 feet; thence North 83 deg. 15'47" West 261.37 feet to the point of beginning.

**EXHIBIT B
TO
LAND USE AND TRANSFER RESTRICTION AGREEMENT**

(Legal Description of Alliant Lands)

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

Plant 1 (TRACT 950006-R):

(20-05-300-003; 20-10-400-005-4001; 20-10-400-005-4002; 20-10-400-005-4003; 20-10-400-005-4004)

PARCEL 3: Main Plant:

A parcel of land located in Sections 3, 4, 5, 8, 9, 10 and the North part of Sections 16 and 17, all in Township 2 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

Beginning at a Salt Lake County monument located North 00°02'10" West 661.05 feet along the section line from the Southeast corner of Section 10, Township 2 South, Range 2 West, Salt Lake Base and Meridian; and running thence along the East Line of Sections 10 and 3, North 00°02'10" West 1962.59 feet, North 00°00'28" East 2624.15 feet, and North 00°12'37" West 394.12 feet to the Southeast corner of that parcel conveyed to the United States of America as Parcel No. 2, described in Book 1873, at Page 407 of the Salt Lake County Records; thence along the boundaries of said parcel South 89°47'23" West 193.00 feet, North 00°12'37" West 160.00 feet, and North 89°47'23" East 193.00 feet to the East line of said Section 3; thence along said East line North 00°12'37" West 2090.18 feet and North 00°11'54" West 1323.13 feet to the Southeast corner of BROOKFIELD SUBDIVISION PHASE FOUR; thence along the South boundaries of BROOKFIELD SUBDIVISION PHASE FOUR, SIX and TEN and the Westerly extension thereof South 89°51'44" West 1276.97 feet; thence along the Westerly boundary of said PHASE TEN and its Southerly extension North 24°00'27" West 312.75 feet to an intersection with BROOKFIELD SUBDIVISION PHASE 9; thence along the Southerly and Westerly boundaries of BROOKFIELD SUBDIVISION PHASES NINE, SEVEN, THREE and ELEVEN, North 76°06'04" West 467.24 feet, North 00°09'58" West 1.21 feet (North 00.00 feet by record), North 76°06'04" West 276.61 feet, North 45°06'01" West 60.46 feet, North 75°49'51" West 269.37 feet, North 00°09'58" West 550.89 feet, North 28°41'56" East 57.09 feet and North 00°09'58" West 143.00 feet to the North line of Section 3; thence along said North Line South 89°49'59" West 271.00 feet to the North quarter corner of Section 3; thence South 89°49'30" West 2211.96 feet to the Northeast corner of that parcel conveyed to the United States of America described as Parcel No. 1 in Book 1873, at Page 407; thence along the Easterly, Southerly and Westerly boundaries of said parcel and those parcels also conveyed to the United States of America as described in Book 4741, at Page 1177, Book 6227, at Page 2400, Book 5561, at Page 2278, and Book 5710, at Page 122, the following twenty courses: South 74°59'39" East 265.72 feet along the Southerly boundary of the Denver and Rio Grande Railway Company right of way as described in Book 6-X, at Pages 211 and 213 to a point of curvature of a 3387.87 foot radius curve to the right, Southeasterly 758.83 feet along the arc of said curve through a central angle of 12°50'00" South 62°09'39" East 42.74 feet, leaving said Southerly right of way line South 01°17'00" West 2307.63 feet, North 88°43'00" West 2113.32 feet, South 01°17'00" West 311.55 feet, South 88°43'00" East 911.32 feet, South 01°17'00" West 331.00 feet, North 88°43'00" West 211.32 feet, South 01°17'00" West 707.45 feet,

North 88°43'00" West 412.76 feet, North 51°11'00" West 1339.52 feet, North 01°17'00" East 533.93 feet, North 88°43'00" West 3195.68 feet, North 01°10'14" East 574.47 feet, North 88°43'00" West 3139.41 feet to the Northerly line of the Kennecott Copper Railroad right of way described in Book 516, at Page 198, North 43°47'42" West 158.61 feet to the East line of Utah State Highway 111, in accordance with Project FAS-228, North 00°44'16" East 98.08 feet, North 00°58'51" West 500.10 feet, and North 0°09'54 East 1183.85 feet to the North line of Section 5; thence leaving said United States parcel and said highway right of way North 89°59'09" West 42.54 feet to the North quarter corner of said Section 5; thence North 89°40'04" West 57.56 feet; thence South 81°20'50" West 592.62 feet; thence along the center line of a county road South 04°06'10" East 685.00 feet and South 02°18'10" East 823.94 feet to the Northwest corner of the Aldredge parcel; thence along the boundaries of those parcels described in Book 4588, at Pages 190 and 191, South 89°16'44" East 309.06 feet to a point that is 15.8 rods West of the East line of the Northwest quarter of Section 5; thence South 00°43'16" West 297.00 feet; thence North 89°16'44" West 293.37 feet to the center line of said county road; thence along said center line South 02°18'10" East 734.84 feet and South 02°34'10" East 2602.97 feet to the North line to the Northwest quarter of Section 8; thence along said North line 89°17'44 West 1105.38 feet to a point established by Bush and Gudgell, Inc., by survey dated October 23, 1981, as being 162.72 feet West of the East line of Government Lot 1, Section 8; thence South 00°22'11" West 2624.82. feet along a line as established by said survey as being 162.72 feet West of and parallel with the East line of Lots 1 and 2 and their Southerly extension to the South line of the North half of said Section 8; thence along said South line South 88°43'18" East 3529.86 feet to the center line of Utah State Highway 111 Projects FAS-228 and S-0135; thence along the center Line of said highway; South 58°49'06" East 182.87 feet to a point of curvature of a 1°00' curve to the right; thence Southeasterly 564.14 feet along the arc of said curve through a central angle of 05°38'29" to a point on the West line of Section 9, said point being South 00°18'24" West 396.07 feet from the West quarter corner of said Section 9; thence along the West line of Section 9 South 00°18'24" West 2324.50 feet to the historic Northwest corner of Section 16 from which the Northwest corner of Section 16 as re-established by Salt Lake County in 1982 bears North 28°53'50" East 170.51 feet and from which the Northeast corner of Section 16 as re-established by Salt Lake County in 1982 bears North 88°34'11" East 5461.52 feet; thence along the historic location of the North line of said Section 16 and along the boundaries of that parcel described in Book 6075, at page 2679, North 88°34'11" East 830.97 feet to a point on the West right of way line of the Bingham and Garfield Railroad; thence along said West right of way North 15°34'33" West 131.63 feet to the re-established North line of Section 16; thence along said re-established North line South 89°51'37" East 1325.10 feet to the East right of way line of said Highway 111; thence along said East right of way line South 39°45'06" East 116.42 feet to the historic North line of Section 16; thence along said historic North line North 88°34'11" East 574.03 feet; thence North 01°54'13" East 73.63 feet to the North quarter corner of Section 16, as re-established by Salt Lake County; thence along said re-established North line of Section 16 South 89°51'50" East 2121.80 feet to the Southwest corner of that parcel known as Plant 3; thence leaving said section line and following a chain link fence and its Southerly extension North 00°50'25" East 935.21 feet to a point of curvature of a 125.00 foot radius curve to the right; thence along the arc of said curve Northeasterly 198.83 feet through a central angle of 91°08'06"; thence South 88°01'29" East 569.35 feet; thence South 88°22'07" East 861.18 feet; thence along said chain link fence and its Easterly extension South 89°15'07" East 774.37 feet; thence South 43°42'19" East 562.32 feet to a chain link fence; thence leaving said fence South 88°41'43" East 135.30 feet; thence North 01°18'17" East 629.00 feet; thence South 87°26'01" East 454.11 feet to a chain link fence; thence along said fence South 01°18'17" West 310.00 feet; thence leaving said fence South 88°41'43" East 95.40 feet; thence South 01°18'17" West 48.35 feet; thence South 41°26'24" East 43.13 feet; thence South 01°18'17" West 81.19 feet; thence South 44°16'54" East 27.00 feet; thence South 89°52'04" East 307.71 feet; thence North 45°07'56" East 63.34 feet; thence North 89°40'55" East 292.55 feet; thence North 00°53'46" East 72.66 feet; thence South 88°28'09" East 357.84 feet; thence South 28°48'53" East 191.99 feet to a chain link fence; thence along said fence South 89°52'04" East 1244.57 feet to the point of beginning.

LESS AND EXCEPTING (LE1) a strip or parcel of land 50 feet wide, being 25 feet in width on each side of the center line of a spur track of the Denver and Rio Grande Western Railroad Company, described as Tract 6, in Book 647, at Page 382 of Salt Lake County Records, extending from Kearns, Salt Lake County, Utah, Westerly to the plant of the Hercules Powder Company as now located and proposed to be constructed over and across the land of the grantors within the Southeast quarter of the Southeast quarter of Section 3, Township 2 South, Range 2 West, Salt Lake Base and Meridian, said center line of track intersecting the East line of the land of said grantors at a point in the East line of said Section 3 about 335 feet North from the Southeast corner of said Section 3 and extending thence Southwesterly about 1370 feet to a point in the South line of the land of said grantor at a point in the South line of said Section 3 about 1320 feet West from said Southeast corner of Section 3.

ALSO LESS AND EXCEPTING (LE2) a triangular tract or parcel of land in the Northwest corner of the Northeast quarter of the Northeast quarter of Section 10, Township 2 South, Range 2 West, Salt Lake Base and Meridian, lying with 30 feet on each side of the center line of a spur track of The Denver and Rio Grande Western Railroad Company, described as Tract 7, in Book 647, at Page 382 of the Salt Lake County Records extending from Kearns, Salt Lake County, Utah, Westerly to the plant of the Hercules Powder Company as now located and proposed to be constructed, said center line near said corner having course of approximately South 70°18' West, and passing through or near the Northwest corner of said subdivision.

ALSO LESS AND EXCEPTING (LE3) a strip of land 60 feet wide, being 30 feet in width on each side of the center line of a spur track of The Denver and Rio Grande Western Railroad Company, described as Tract 8, in Book 647, at Page 382 of Salt Lake County Records, extending from Kearns, Salt Lake County, Utah, Westerly to the plant of the Hercules Powder Company as now located and proposed to be constructed over and across the land of grantor within the Southwest quarter of the Southeast quarter of Section 3 and the Northwest quarter of the Northeast quarter of Section 10, Township 2 South, Range 2 West, Salt Lake Base and Meridian, said center line of track entering the land of the grantor near the Northeast corner of the Northwest quarter of the Northeast quarter of said Section 10 and extending Southwesterly about 1420 feet to a point in the West line of said Northwest quarter of the Northeast quarter of said Section 10, about 510 feet South from the Northwest corner of said subdivision.

ALSO LESS AND EXCEPTING (LE4) a strip of land 100 feet wide, being 50 feet on each side of the centerline of the Black Rock Spur of the Rio Grandee Western Railway, described in Book 6-X, at Page 215 of Salt Lake County Records, as the same is now located, over, through and across the land of said grantors in the West half of Section 2 and the Northeast quarter of Section 3, Township 2 South, Range 2 West, Salt Lake Base and Meridian, said center line is more particularly described as follows:

Beginning at a point 2675 feet West and 124 feet South from the East quarter corner of said Section 2; thence Northwesterly on a 1° curve to the left 2168 feet; thence North 76°02' West 2245 feet to the South line of Lot 2 of said Section 3, at a point 130 feet West of the Southeast corner of said Lot 2.

ALSO LESS AND EXCEPTING (LE5) a strip of land 100 feet wide being 50 feet wide on each side of the center line of the Black Rock Branch of the Rio Grande Western Railway, as described. In Book 6-Y, at Page 147 of Salt Lake County Records, as now located and surveyed through, over and across Lot 2 Section 3, Township 2 South, Range 2 West, Salt Lake Base and Meridian, said center line is more particularly described as follows:

Commencing at a point on the South boundary of said Lot 2, 130 feet West from the Southeast corner thereof, thence North 76°02' West 595 feet; thence on a 01°40' curve to the right 665 feet to a point on the West boundary of said Lot 2, said point being 950 feet South from the North quarter corner of said Section 3.

ALSO LESS AND EXCEPTING (LE6) a strip of land 100 feet wide being 50 feet on each side of the center line of the Black Rock Branch of the Rio Grande Western Railway, as described in Book 6-X, at page 213 of Salt Lake County Records, as now located and surveyed through, over and across Lot 3, Section 3, Township 2 South, Range 2 West, Salt Lake Base and Meridian, said center line is more particularly described as follows:

Beginning at a point on the East boundary of said Lot 3, 950 feet South from the Northeast corner thereof; thence Northwesterly on a $1^{\circ}40'$ curve to the right 175 feet; thence North $62^{\circ}02'$ West 1220 feet; thence on a $1^{\circ}40'$ curve to the left 100 feet to a point on the West boundary of said Lot 3, said point being 250 feet South from the Northwest corner of said Lot 3.

ALSO LESS AND EXCEPTING (LE7) a strip of land 100 feet wide being 50 feet on each side of the center line of the Black Rock Spur of the Rio Grande Western Railway, as described in Book 6-X, at Page 211 of Salt Lake County Records, as now located and to be constructed through, over and across Lot 4, Section. 3, Township 2 South, Range 2 West, Salt Lake Base and Meridian, said center line is more particularly described as follows:

Beginning at a point on the East boundary of said Lot 4, 250 feet South from the Northeast corner thereof; thence Northwesterly on a $1^{\circ}40'$ curve to the left 670 feet; thence North $74^{\circ}52'$ West 30 feet to a point on the North boundary of said lot, said point being 660 feet East from the Northwest corner of said Section 3.

ALSO LESS AND EXCEPTING (LE8) a strip of land 150 feet in width, being 50 feet on the Westerly side and 100 feet on the Easterly side of a line extending over and across Lot 1 in Section 8 and the South half of Lot 5, in Section 5 and the Southeast quarter of the Southwest quarter of said Section 5, Township 2 South, Range 2 West, Salt Lake Base and Meridian. Also a strip of land 100 feet in width, being 50 feet on each side of said line extending over and across the North half of said Lot 5 in said Section 5 and part of the Northwest quarter of the Southwest quarter of said Section 5, in said Township and Range, described as Tract 9, in Book 651, at Page 15 of Salt Lake County Records, said line running North $40^{\circ}17'$ West crosses the East boundary of said Lot 1 in said Section 8 at a point 80 feet, more or less, South from the North boundary of said Section 8; thence on the same course North $40^{\circ}17'$ West 100 feet, more or less, to a point on the North boundary of said Section 8, 1246 feet East from the Northwest corner of said Section 8; thence on the same course North $40^{\circ}17'$ West 1277 feet; thence on a curve to the right, tangent to the course next preceding and with a radius of 955 feet, distance 652.8 feet; thence North $01^{\circ}07'$ West 360 feet, more or less, to the North boundary of the land theretofore conveyed by James D. Coon and Mary Coon to John A. Coon by deed recorded September 26, 1896, in Book 4-Y of Deeds, at Page 501, in the records of Salt Lake County, Utah; thence said line continues on said course North $1^{\circ}07'$ West.

ALSO LESS AND EXCEPTING (LE9) a part of the Southeast quarter of the Northwest quarter of Section 8, Township 2 South, Range 3 West, Salt Lake Base and Meridian, described as Tract 10, in Book 651, at Page 15 of Salt Lake County Records, being more particularly described as follows:

Beginning at the Southeast corner of the Northwest quarter of said Section 8; thence West 298 feet; thence on a curve to the right, radius 1055.36 feet, distance 360 feet; thence tangent to said curve North $20^{\circ}46'$ West 145 feet; thence on a curve to the left, radius 1055.36 feet, tangent to course South $31^{\circ}20'$ East, distance 712 feet to the point of beginning. Also a tract of land situated in the East half of the Northwest quarter of Section 8, Township 2 South, Range 2 West, Salt Lake Base and Meridian; beginning at the Southeast corner of the Northwest quarter of said Section 8; thence on a curve to the right with a radius of 1055.36 feet, tangent to course North $70^{\circ}00'$ West, distance 898.2 feet; thence North $21^{\circ}12'$ West 755.0 feet; thence East 53.6 feet; thence North $21^{\circ}12'$ West 842.0 feet; thence on a

curve to the left with a radius of 1383.0 feet, tangent to course North 21°12' West, distance 428.6 feet, more or less, to a point in the East line of Lot 1, Section 8; thence North along said East line 150.0 feet, more or less, to a point in the North line of Section 8; thence East along said North line 65.0 feet; thence South 39°17' East 68.0 feet; thence on a curve to the right with a radius of 1533.0 feet, tangent to the course South 39°17' East, distance 483.6 feet; thence South 21°12' East 1900.0 feet; thence on a curve to the left, radius 855.36 feet, tangent to course South 21°12' East, distance 495.0 feet, more or less, to the place of beginning.

ALSO LESS AND EXCEPTING (LE10) a strip of land 100 feet in width being 50 feet on each side of a line extending over and across the Northwest quarter of the Southwest quarter of Section 9, Township 2 South, Range 2 West, Salt Lake Base and Meridian, described as Tract 13, in Book 651, at Page 15 of Salt Lake County Records. Said line running North 16°24' West crosses the South boundary of said Northwest quarter of the Southwest quarter of said Section. 9, at a point 495 feet, more or less, East from the West boundary of said section; thence on same course North 16°24' West 270 feet; thence on a curve to the left, tangent to the course next preceding and with a radius of 955 feet distance 715 feet, more or less, to the West boundary of said Northwest quarter of the Southwest quarter of said Section 9 at a point 480 feet, more or less, South from the quarter section corner on the West boundary of said section; thence continues on said curve.

ALSO LESS AND EXCEPTING (LE11) strip of land 100 feet in width, being 50 feet on each side of a line extending over and across the Southwest quarter of the Southwest quarter of Section 9, Township 2 South, Range 2 West. Salt Lake Base and Meridian, described as Tract 14, in Book 651, at Page 15 of Salt Lake County Records. Said line running thence North 16°24' West crosses the South boundary of said Section. 9, at a point 868 feet East from the Southwest corner of said section and runs thence on same course North 16°24' West 1350 feet, more or less, to the North boundary of said Southwest quarter of said Section 9, at a point 495 feet, more or less, East from the West boundary of said section; thence continues on said course North 16°24' West.

ALSO LESS AND EXCEPTING (LE12) a strip of land 50 feet wide, situated in the Northwest quarter of the Southwest quarter of Section 9, Township 2 South, Range 2 West, Salt Lake Base and Meridian, described as Tract 28 in Book 651, at Page 15, described more particularly as follows:

Beginning at the Southwest corner of that certain tract of land hereinbefore described as Tract No. 13; and running thence along the Westerly boundary of said tract on. a curve to the right, with a radius of 905.37 feet, tangent to course, South 56°46' East, a distance of 214.7 feet; thence South 46°10' West 50.0 feet; thence on a curve to the left, with a. radius of 855.37 feet, tangent to course, North 43°50' West, a distance of 160.0 feet to a point in the West line of said Section 9; thence along said West line North 0°10-1/2' East 60.4 feet to the place of beginning.

ALSO LESS AND EXCEPTING (LE13) a parcel of land in fee for a highway known as Project No. 0135, as described in. Book 2476, at Page 499 of Salt Lake County Records, being part of an entire tract of property in the South half of the Southwest quarter of Section 9, Township 2 South, Range 2 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning on the South line of said Section 9 at a point 3260.03 feet Westerly along said South line from the Southeast corner of said Section 9, which point of beginning is 70.0 feet perpendicularly distance Northeasterly from the center line of said project; thence North 40°07' West 702 feet, more or less, to a point opposite Engineer Station 347+00; thence North 34°24' West 100.5 feet, thence North 40°07' West 850 feet to the existing right of way line; thence South 28°48' East 152.97 feet; thence South 40°07' East 400.0 feet; thence South 45°50' East 100.5 feet; thence South 40°07' East 200.0 feet; thence South 34°24' East 100.5 feet; thence South 40°07' East 686.4 feet, more or less, to the South line of said Section 9;

thence Easterly 25 feet, more or less, along said South line to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah.

ALSO LESS AND EXCEPTING (LE14) part of the Southwest quarter of Section 9, Township 2 South, Range 2 West, Salt Lake Base and Meridian, described in Book 11-C, at Page 587, described as follows:

An area 4 rods in width, being 2 rods on either side of and at right angles to the following described center line. Beginning at a point on the South line of said Section 9, 951 feet East of the Southwest corner of said Section 9; thence North $16^{\circ}40'$ West 1350 feet, more or less, to the North boundary of the South half of the Southwest quarter of said Section 9 at a point 578 feet East of the West boundary line of said section.

ALSO LESS AND EXCEPTING there from that certain portion deeded to Magna Water Company, an Improvement District, by that certain Special Warranty Deed recorded April 20, 2001, as Entry No. 7874797, in. Book 8447, at Page 5874, being more particularly described as follows:

Beginning at a point which is South $85^{\circ}34'02''$ West 122.16 feet from the North Quarter corner of Section 5, Township 2 South, Range 2 West, Salt Lake Base and Meridian; and running along the West right of way line of Highway 111; South $00^{\circ}14'17''$ East 472.07 feet; thence along the West right of way line of a 60 foot wide county road the following two (2) calls; (1) along a 200 foot radius curve to the right 95.98 feet (long chord bears South $13^{\circ}30'38''$ West 95.07 feet); (2) South $27^{\circ}15'34''$ West 442.17 feet; thence West 237.69 feet to the center line of a county road, thence North $03^{\circ}59'07''$ West 880.31 feet along said center line of a county road; thence North $81^{\circ}20'50''$ East 527.65 feet to the point of beginning

PARCEL 3A:

A tract of land located in the Northeast quarter of Section 16, Township 2 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

Beginning at the North quarter corner of Section 16, Township 2 South, Range 2 West, Salt Lake Base and Meridian, a Salt Lake County brass cap monument; and running thence South $89^{\circ}51'50''$ East 2121.80 feet along the North line of said Section 16 as re-established by Salt Lake County in. 1982; thence South $00^{\circ}50'25''$ West 15.50 feet to the historic location of the North line of said Section 16, said North line connecting said Northeast corner and the historic location of the Northwest corner of said Section 16 as noted in two Quit Claim Deeds recorded in Book 6081, at Page 1433 and Book 6075, at Page 2679 of the Salt Lake County Records; thence South $88^{\circ}34'11''$ West 2124.67 feet along said historic North line; thence North $01^{\circ}54'13''$ East 73.63 feet to the point of beginning.

PARCEL 4:

A parcel of land located in the Southwest quarter of Section 5, Township 2 South, Range 2 West, Salt Lake Base and Meridian, described in. Book 5641, at Page 628 of Salt Lake County Records as follows:

Beginning 82 rods East and 3 rods North from the Southwest corner of Section 5, Township 2 South, Range 2 West, Salt Lake Base and Meridian; and running thence East 3.2 rods; thence North 6.8 rods; thence West 8.9 rods to the Easterly line of the property to Kennecott Copper aforesaid; thence Southerly along said property line to the point of beginning.

TOGETHER WITH and subject to those easements benefiting subject property as set forth in that certain Utilities Services Agreement between Alliant Techsystems, Inc., a Delaware corporation and Hercules Incorporates, a Delaware corporation, dated March 15, 1995, and. recorded March 15, 1995, as Entry No.

6040689, in Book 7116, at Page 2006.

Bacchus West (TRACT 950006-B):

(20-07-100-001; 19-01-400-001; 19-12-200-001)

PARCEL 1:

The Northwest quarter of the Northwest quarter (Lot 3) of Section 7, Township 2 South, Range 2 West, Salt Lake Base and Meridian, County of Salt Lake, State of Utah.

PARCEL 2:

The Southeast quarter of the Southeast quarter of Section 1, Township 2 South, Range 3 West, Salt Lake Base and Meridian, County of Salt Lake, State of Utah.

PARCEL 3:

The East half of Section 12, Township 3 South, Range 3 West, Salt Lake Base and Meridian, County of Salt Lake, State of Utah.

High-Tech (TRACT 950006-D):

(14-33-376-006; 14-33-376-007)

Beginning on the center line of 4100 South Street at a point which lies South 89°47'13 East 1074.84 feet from the Southwest corner of Section 33, Township 3 South, Range 2 West, Salt Lake Base and Meridian. Said point being on the projected center line of Utah Power and Light Company power line easement; thence along said easement center line North 30°59'00" East 1295.88 feet to the South line of the Garfield Beach Extension of the Denver and Rio Grande Western Railroad at a point on a 5779.58 foot radius curve to the left; thence along said South line 612.44 feet; thence South 30°59'00" West 1070.16 feet to the said center line of 4100 South Street; thence along said center line of 4100 South Street North 89°47'13" West 696.08 feet to the point of beginning.

SUBJECT TO A RIGHT OF WAY over the South 33 feet of the herein described property for 4100 South Street.

Buffer Zone Land (TRACT 950006-A):

(20-02-300-012)

Parcel 1:

"Intentionally Deleted"

Parcel 2:

Beginning at the Northeast corner of the Southeast quarter of the Southwest quarter of Section 2, Township 2 south, Range 2 West, Salt Lake Base and Meridian; and running thence along the East line of the Southwest quarter of said Section 2, South 0°08'24" East 280.200 feet to the North line of a parcel of ground recorded as Entry No. 3280662, in Book 4863, at Page 1364 in the Salt Lake County Recorder's Office; thence along said North line South 90°00'00" West 2626.010 feet to the Easterly right of way line of 6400 West Street; thence along said Easterly right of way North 0°06'50" West 0.549 feet to the South line of a parcel of ground recorded as Entry No. 2592084, in Boo 3490, at Page 213, in the Salt Lake

County Recorder's Office; thence along the boundary of said parcel the following three (3) courses: (1) North 90°00'00" East 100.000 feet, (2) North 0°06'50" West 100.00 feet, (3) South 90°00'00" West 100.000 feet, to the Easterly right of way of 6400 West Street; thence along said Easterly right of way North 0°06'50" West 172.863 feet to the North line of the South half of the Southwest quarter of said Section 2; thence along said North line North 89°51'07" East 2625.877 feet to the point of beginning.

Less and excepting there from a parcel of land conveyed to Kearns Improvement District by Quit Claim Deed recorded February 26, 2003, as Entry No. 8544535, in Book 8744, at Page 8423, of the official records described as follows:

Beginning on the East right of way line of 6400 West Street at a point North 0°07'04" West 1322.13 feet along the section line and North 89°51'09" East 33.00 feet from the Southwest Corner of Section 2, Township 2 South, Range 2 West, Salt Lake Base & Meridian; thence North 89°51'09" East 467.00 feet; thence South 0°07'04" East 278.41 feet; thence West 467.00 feet to said East right of way line; thence North 0°07'04" West 4.42 feet along said East right of way line; thence East 100.00 feet; thence North 0°07'04" West 100.00 feet; thence West 100.00 feet to said East right of way line; thence North 0°07'04" West 172.79 feet along said East right of way line to the point of beginning.

Buffer Zone Land (TRACT 950006-E):

(14-33-328-013)

That certain real property located in Salt Lake County, State of Utah, more particularly described as follows:

Beginning at a point which is South 0°07'10" West 1121.37 feet from the center of Section 33, Township 1 South, Range 2 West, Salt Lake Base and Meridian, said point being also the Southeast corner of BONNEVILLE ACRES, PLAT "D", according to the official plat thereof; thence along the Southerly boundary of said subdivision as follows:

North 89°52'50" West 230.84 feet; thence North 58°52'00" West 119.50 feet; thence South 31°08'00" West 276.88 feet; thence North 58°52'00" West 262.50 feet; thence North 31°08'00" East 296.88 feet; thence North 58°52'00" West 162.30 feet; thence North 31°08'00" East 6.0 feet; thence North 58°52'00" West 100.00 feet to the boundary of BONNEVILLE ACRES, PLAT "C"; thence along said boundary as follows:

South 31°08'00" West 70.001 feet; thence North 76°00'00" West 185.28 feet; thence North 86°50'00" West 142.60 feet to the Southeast corner of Lot 45, BONNEVILLE ACRES, PLAT "B", according to the official plat thereof; thence along the Southerly boundary of said Plat "B" as follows:

North 79°11'09" West 123.35 feet; thence North 74°50'00" West 508.20 feet; thence South 69°20'00" West 120.64 feet to the Southeast corner of Lot 29, BONNEVILLE ACRES, PLAT "A", according to the official plat thereof; thence South 22°08'00" West 342.40 feet along the Easterly boundary of said Plat "A", to the Southeast corner of Lot 38, said Plat "A", and the Northerly right of way line of the D.& R.G.W.R.R.; thence along said right of way line as follows:

South 67°52'00" East 1141.41 feet to the point of curve of a 5679.65 foot radius curve to the left; thence Southeasterly 693.90 feet along the arc of said curve through a central angle of 7°00'00"; thence South 74°52'00" East 274.85 feet to the East line of the Southwest quarter of Section 33, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence leaving said railroad right of way North 0°07'10" East 578.26 feet along said East line of the point of beginning.

NOTE: Said legal does not close by approximately 10.01 feet.

LESS AND EXCEPTING THEREFROM:

Beginning at a point 1121.37 feet South 00°07'10" West from the center of Section 33, Township 1 South, Range 2 West, Salt Lake Meridian; and running thence North 89°52'50" West 230.84 feet; thence North 58°52' West 119.5 feet; thence South 31°08' West 541.08 feet to the Northerly right of way line of the D. & R.G.W. railroad; thence along the said right of way the following two (2) courses and distances; 1) 362.17 feet along the arc of a 5679.71 foot radius curve to the left (chord bears South 73°02'27" East 362.11 feet; 2) South 74°52' East 274.85 feet; thence North 0°07'10" East 578.26 feet to the point of beginning.

Buffer Zone Land (TRACT 950006-G):
(20-14-100-001; 20-15-200-007)

PARCEL 1:

Beginning at a point which lies North 88°23' East 425.5 feet and South 2°03'14" East 33.00 feet from the Northwest corner of Section 14, Township 2 South, Range 2 West, Salt Lake Base and Meridian. Said point being located on the South right of way line of 5400 South Street and 33.0 feet West of the Kennecott Copper Corporation property; thence South 88°28' West 100.00 feet; thence South 2°03'14" East 100.00 feet; thence North 88°28' East 91.32 feet to a point which lies 33.00 feet West of the West line of said Kennecott Copper Corporation property; thence along the arc of 3596.8 foot radius curve to the left 33.00 feet West of and parallel and adjacent to the West line of said Kennecott Copper Corporation property (which lies on the arc of a 3629.9 foot radius curve to the Left) 100.00 feet, more or less, to the point of beginning.

PARCEL 2:

"Intentionally Deleted"

PARCEL 3:

Beginning at the East quarter corner of Section 15, Township 2 South, Range 2 West, Salt Lake Base and Meridian; thence North 00°06'37" West 1335.723 feet to the Northeast corner of the Southeast quarter of the Northeast quarter of Section 15; thence North 89°42'20" West 990.025 feet; thence South 00°06'37" East 1335.741 feet to the South line of the Northeast quarter of Section 15; thence South 89°42'24" East 990.025 feet to the point of beginning.

LESS AND EXCEPTING there from that certain portion deeded to West Valley City, by that certain Special Warranty Deed recorded April 26, 1995, as Entry No. 6067838, in. Book 7139, at Page 1975, being more particularly described as follows:

Beginning at a point on the West line of the Northwest quarter of said Section 14, which point is North 00°06'00" West along said section line 1076.73. feet from the West quarter corner of Section 14, Township 2 South, Range 2 West, Salt Lake Base and Meridian; thence North 00°06'00" West along said section line 259.01 feet to the 40 acre line of said Northwest quarter of Section 14; thence North 89°42'21" West 33.00 feet; thence South 00°06'00" East 0.23 feet to the point of curvature with a 967.00 foot radius curve to the right; thence along the arc of said curve 290.10 feet through a central angle of 17°11'19" the chord of which bears South 08°29'39" West 289.01 feet; thence South 17°08'19" West

486.16 feet to the point of curvature with a 1033.00 foot radius curve to the left; thence along the arc of said curve 309.90 feet through a central angle of 17°11'19", the chord of which bears South 08°29'39" West 308.74 feet; thence South 00°06'00" East 278.35 feet; thence South 89°41'38" East 66.00 feet; thence North 00°06'00" West 278.82 feet to the point of curvature with a 967.00 foot radius curve to the right; thence along the arc of said curve 290.10 feet through a central angle of 17°11'19", the chord of which bears North 08°29'39" East 289.01 feet; thence North 17°05'19" East 486.16 feet to the point of curvature with a 1033.00 foot radius curve to the left; thence along the arc of said curve 48.09 feet through a central angle of 02°40'02", the chord of which bears North 15°45'18" East 48.08 feet to the point of beginning.

Buffer Zone Land (TRACT 950006-H):

(14-33-406-002)
"Intentionally Deleted"

Buffer Zone Land (TRACT 950006-I):

(20-11-300-005)

A parcel of land located in the Southwest quarter of Section 11, Township 2 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

Beginning at the Southwest corner of Section 11, Township 2 South, Range 2 West, Salt Lake Base and Meridian; and running thence along the West line of said Section 11, North 00°02'10" West (North 00°05'07" West by Deed) 1361.80 feet to the South line of Parcel "G" of that certain Special Warranty Deed dated March 30, 1988, and recorded in Book 6018, at page 2010 of the Salt Lake County Records; thence South 89°42'39" East 443.74 feet (South 89°36'06" East 448.379 feet by deed) to a point of non-tangency on a 3759.83 foot radius curve to the right; thence Southerly along the arc of said curve 1381.60 feet through a central angle of 21°03'15" to the South line of said Section 11; thence South 89°42'39" West 617.62 feet (North 89°35'27" West 620.990 feet by deed) to the point of beginning.

Buffer Zone Land (TRACT 950006-J):

(20-15-326-001; 20-15-300-005-4001 & 4002; 20-15-351-001; 20-16-400-019)

PARCEL 1:

A parcel of land located in the South half a Section 15, Township 2 South, Range 2 West, Salt Lake Meridian being further described as follows:

Beginning at a point North 89°37'23" West 3555.414 feet along the South line of said Section 15, and North 00°05'30" West 24.750 feet from the Southeast corner of said Section 15; thence North 89°37'23" West 278.325 feet to the beginning of a 5668.240 foot radius curve to the right bearing to radius point being North 53°30'42" East; thence along the arc of said curve 713.336 feet through a central angle of 07°12'38"; thence North 29°16'40" West 200.00 feet; thence South 00°43'20" West 12.50 feet; thence North 29°16'40" West 700.00 feet; thence North 60°43'20" East 50.00 feet; thence North 29°16'40" West 1402.229 feet, more or less, to the North line of the South half of said Section 15; thence along said North line South 89°41'38" East 1754.371 feet; thence South 00°05'30" East 2617.587 feet, more or less, to the point of beginning. Basis of bearing being the West line of the Northwest quarter of Section 14,

Township 2 South, Range 2 West, Salt Lake Meridian, which has a bearing of North 00°06'00" West.

PARCEL 2:

A parcel of land located in the South half of Section 15, Township 2 South, Range 2 West, Salt Lake Meridian, being further described as follows:

Beginning at a point South 89°37'23" East 1237.415 feet along the South line of said Section 15 and North 00°22'37" East 24.749 feet from the Southwest corner of said Section 15; thence North 39°53'03" West 1759.753 feet; thence North 02°28'30" East 1272.065 feet to the North line of the South half of said Section 15; thence along said North line South 89°41'38" East 821.382 feet; thence South 29°16'40" East 1474.278 feet; thence North 60°43'20" East 50.00 feet; thence South 29°16'40" East 700.00 feet; thence South 60°43'20" West 12.50 feet; thence South 29°16'40" East 200.00 feet to the beginning of a 5793.240 foot radius curve to the left bearing to radius point being North 60°43'20" East; thence along the arc of said curve 680.624 feet through a central angle of 06°43'53"; thence North 89°37'23" West 1308.671 feet, more or less, to the point of beginning. Basis of bearing being the West line of the Northwest quarter of Section 14, Township 2 South, Range 2 West, Salt Lake Meridian, which has a bearing of North 00°06'00" West.

PARCEL 3:

A parcel of land located in the South half of Section 15, Township 2 South, Range 2 West, Salt Lake Meridian, being further described as follows:

Beginning at point on the South line of said South half of said Section 15, South 89°37'23" East 200.134 feet from the Southwest corner of said Section 15; thence North 02°28'30" East 1013.026 feet; thence South 39°53'03" East 1326.609 feet to the South line of said Section 15; thence along said South line North 89°37'23" West 894.436 feet, more or less, to the point of beginning. Basis of bearing being the West line of the Northwest quarter of Section 14, Township 2 South, Range 2 West, Salt Lake Meridian, which as a bearing of North 00°06'00" West.

PARCEL 4:

A parcel of land located in the South half of Section 15 and Section 16, Township 2 South, Range 2 West, Salt Lake Meridian, being further described as follows:

Beginning at the Southeast corner of said Section 16; thence along the South line of said Section 16 North 89°26'04" West 1324.078 feet; thence North 02°15'28" East 1320.409 feet; thence South 89°25'19" East 1257.713 feet; thence South 39°53'03" East 402.690 feet; thence South 02°28'30" West 1013.024 feet to the South line of said Section 15; thence North 89°37'23" West 200.134 feet, more or less, to the point of beginning. Basis of bearing being the West line of the Northwest quarter of Section 14, Township 2 South, Range 2 West, Salt Lake Meridian, which has a basis of bearing North 00°06'00" West.

Buffer Zone Land (TRACT 950006-M):

(14-34-354-010)

Beginning at a point South 89°56'03" West 883.00 feet along the section line from the South quarter corner of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence South 89°56'03" West 949.62 feet along said section line; thence North 74°50'22" West 284.88 feet; thence North 00°04'26" West 946.18 feet; thence North 89°56'03" East 1398.71 feet; thence South 00°03'57" East 96.00 feet; thence South 10°35'48" West 50.88 feet; thence South 00°03'57" East 188.00 feet; thence

South 22°58'12" East 54.28 feet; thence South 00°03'57" East 95.00 feet; thence South 89°56'03" West 375.00 feet; thence North 00°03'57" West 95.55 feet; thence Northerly 149.61 feet along the arc of a 50.00 foot radius curve to the right through a central angle of 171°26'43"; thence North 00°03'57" West 43.70 feet; thence South 89°56'03" West 299.43 feet; thence Southerly 138.82 feet along the arc of a 160.00 foot radius curve to the left through a central angle of 49°42'43"; thence South 25°32' East 115.40 feet; thence South 43°33'50" West 53.52 feet; thence South 64° 28' West 100.00 feet; thence South 25°32' East 175.30 feet; thence North 89°56'03" East 466.58 feet; thence South 00°03'57" East 95.00 feet; thence South 17°11'06" East 52.32 feet; thence South 00°03'57" East 157.00 feet to the point of beginning.

Buffer Zone Land (TRACT 950006-O)

(20-14-351-004)

Beginning at a point North 00°05'30" West 24.750 feet from the Southwest corner of Section 14, Township 2 South, Range 2 West, Salt Lake Meridian. Said point also lying on the West line of the Southwest quarter of said Section 14; thence North 00°05'30" West 1102.937 feet; thence South 87°07'00" East 27.306 feet to the beginning of a 11389.200 feet radius curve to the right bearing to radius point being South 87°07'00" East, said point also being a point on the Kennecott Copper Corporation East railroad right of way line as recorded in the Office of the County Recorder, as Entry No. 1045942, in Book 481, at Page 276, thence along the arc of said curve 994.184 feet through a central angle of 05°00'05"; thence South 89°56'30" East 39.804 feet; thence South 03°50'38" West 780.117 feet; thence South 89°56'44" East 872.751 feet; thence South 00°06'30" East 129.171 feet; thence South 89°56'30" East 167.00 feet; thence South 00°06'30" East 571.070 feet; thence East 452.420 feet; thence North 265.020 feet; thence South 89°59'20" East 100.00 feet; thence North 00°06'32" West 416.591 feet; thence South 89°51'55" East 141.792 feet; thence South 00°06'24" East 1294.955 feet; thence North 89°57'38" West 1829.60 feet, more or less, to the point of beginning. Basis of bearing being the West line of the Northwest quarter of Section 14, Township 2 South, Range 2 West, Salt Lake Meridian, which has a bearing of North 00°06'00" West.

Buffer Zone Land (TRACT 950006-Q)

"Intentionally Deleted"

SAVE AND EXCEPT those parcels of real property described in those certain reconveyances recorded in the following records of the County Recorder of Salt Lake County:

**Book 9069, Pages 1096-1097
Book 9504, Pages 4911-4914
Book 9773, Pages 3106-3107
Book 9538, Pages 1479-1482
Book 9897, Pages 8393-8395
Book 9929, Pages 9615-9620**