

When Recorded Return To:

Kennecott Utah Copper LLC
Attn: Environmental Manager
4700 West Daybreak Parkway
South Jordan, UT 84095

12318512
7/12/2016 10:09:00 AM \$87.00
Book - 10451 Pg - 4494-4510
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN TITLE
BY: eCASH, DEPUTY - EF 17 P.

With Copies To:

U.S. EPA – Region 8
Attn: Regional Institutional Control Coordinator & Kennecott Remedial Project Manager
Mail Code: 8EPR-SR
1595 Wynkoop Street
Denver, CO 80202

Utah Department of Environmental Quality
Division of Environmental Response and Remediation
Attn: Kennecott Project Manager
195 North 1950 West
P O Box 144840
Salt Lake City, UT 84114-4840

Tax Parcel Nos.: 26-13-100-026-0000, 26-13-101-001-0000, 26-13-101-002-0000, 26-13-101-003-0000, 26-13-101-004-0000, 26-13-101-005-0000, 26-13-101-006-0000, 26-13-126-001-0000, 26-13-126-002-0000, 26-13-126-003-0000, 26-13-126-004-0000, 26-14-100-030-0000, 26-14-151-001-0000, 26-14-151-002-0000, 26-14-151-003-0000, 26-14-176-001-0000, 26-14-176-002-0000, 26-14-176-003-0000, 26-14-176-004-0000, 26-14-176-005-0000, 26-14-176-006-0000, 26-14-176-007-0000, 26-14-176-008-0000, 26-14-201-001-0000, 26-14-201-002-0000, 26-14-201-003-0000, 26-14-202-007-0000, 26-14-202-009-0000, 26-14-226-001-0000, 26-14-226-002-0000, 26-14-226-003-0000, 26-14-226-004-0000, 26-14-226-005-0000, 26-14-226-006-0000, 26-14-226-007-0000, 26-14-226-009-0000, 26-15-101-001-0000, 26-15-101-002-0000, 26-15-101-003-0000, 26-15-101-004-0000, 26-15-176-001-0000, 26-15-176-002-0000, 26-15-251-001-0000, 26-15-251-002-0000, 26-15-276-001-0000, 26-15-276-002-0000.

ENVIRONMENTAL COVENANT

Pursuant to the Utah Uniform Environmental Covenants Act, Utah Code Ann. Section 57-25-101 et seq., (the Utah Act), Kennecott Land Company, a Delaware corporation (Grantor) makes and imposes this Environmental Covenant upon portions of the parcels located in Salt Lake County and identified by Tax Parcel Nos. 26-13-100-026-0000, 26-13-101-001-0000, 26-13-101-002-0000, 26-13-101-003-0000, 26-13-101-004-0000, 26-13-101-005-0000, 26-13-101-006-0000, 26-13-126-001-0000, 26-13-126-002-0000, 26-13-126-003-0000, 26-13-126-004-0000, 26-14-100-030-0000, 26-14-151-001-0000, 26-14-151-002-0000, 26-14-151-003-0000, 26-14-176-001-0000, 26-14-176-002-0000, 26-14-176-003-0000, 26-14-176-004-0000, 26-14-176-005-0000, 26-14-176-006-0000, 26-14-176-007-0000, 26-14-176-008-0000, 26-14-201-001-0000, 26-14-201-002-0000, 26-14-201-003-0000, 26-14-202-007-0000, 26-14-202-009-0000, 26-14-226-001-0000, 26-14-226-002-0000, 26-14-226-003-0000, 26-14-226-004-0000, 26-14-

4850-7663-1603.v3

Ent 12318512 BK 10451 PG 4494

226-005-0000, 26-14-226-006-0000, 26-14-226-007-0000, 26-14-226-009-0000, 26-15-101-001-0000, 26-15-101-002-0000, 26-15-101-003-0000, 26-15-101-004-0000, 26-15-176-001-0000, 26-15-176-002-0000, 26-15-251-001-0000, 26-15-251-002-0000, 26-15-276-001-0000, 26-15-276-002-0000 (Parcels) encompassing approximately 161.178 acres and more particularly described and illustrated in Exhibit A attached hereto (Property), subject to the terms and conditions stated herein.

1. Notice. Notice is hereby given that the Property is or may be contaminated with Hazardous Substances, as described below, and, therefore, this Environmental Covenant must be imposed to mitigate the risk to the public health, safety and the environment.

2. Environmental Response Project. Elevated levels of lead and arsenic have been found within the boundaries of Operable Unit 1 of the Kennecott South Zone Site (the "Site"), also referred to as Bingham Creek, as described in the Record of Decision (ROD), executed on November 3, 1998. The Property is a portion of the Site, and the Property was part of a response action at the Site overseen by the United States Environmental Protection Agency (EPA) and the Utah Department of Environmental Quality (DEQ) to address lead and arsenic (Hazardous Substances) in the soils (the Environmental Response Project). The Property is subject to the Bingham Creek Consent Decree, entered on November 10, 1999, in the United States District Court, District of Utah, Central Division, Case No. 2:99-CV-0437K (Consent Decree). The Environmental Covenant outlined herein is necessary to fully implement the response actions selected for the Site, which include among other things, soil cleanup levels of 100 ppm arsenic and 700 ppm lead for residential use established for properties within the Daybreak Development as documented in a letter from Mr. Douglas Bacon and Ms. Rebecca Thomas to Mr. Francisco Benavides dated November 17, 2006, attached hereto as Exhibit B.

3. Grantor. Kennecott Land Company, is the Grantor of this Environmental Covenant and is also the Owner as defined in Paragraph 4. The property interest is defined further in Exhibit A.

4. Owner. The "Owner" of the Property is a person who controls, occupies, owns or holds an interest (other than this Environmental Covenant) in the Property at any given time. Consistent with Paragraph 9 of this Environmental Covenant, the obligations of the Owner are imposed on assigns, successors in interest, including without limitation, future owners of an interest in fee simple, mortgagees, lenders, easement holders, lessees, and any other person or entity who acquires any interest whatsoever in the Property, or any portion thereof, whether or not any reference to this Environmental Covenant or its provisions are contained in the deed or other conveyance instrument, or other agreements by which such person or entity acquires its interest in the Property or any portion thereof (the "Transferees"), during that person's period of ownership.

5. Holder. Kennecott Utah Copper LLC is the Holder of this Environmental Covenant. The Holder may enforce this Environmental Covenant. The Holder shall not incur liability under state law or otherwise solely by virtue of being a Holder under this Environmental Covenant. Pursuant to the Utah Act, a Holder may also be an Owner.

6. Agency. The EPA and the DEQ each enter into this Environmental Covenant as an Agency as defined in Section 57-25-102(2) of the Utah Act. EPA and DEQ may be referred to herein collectively as the "Agencies". The Agencies may enforce this Environmental Covenant.

The Agencies assume no affirmative duties through the execution of this Environmental Covenant.

7. Administrative Record. The administrative record for this environmental response project is available in the files for Bingham Creek (Operable Unit 1), Kennecott (South Zone), EPA ID: UTD000826404 by appointment for public inspection at the following information repository:

EPA Superfund Records Center – Region 8
1595 Wynkoop Street
Denver, CO 80202-1129
(303) 312-7273

Some records are also available by appointment for public inspection at:

Utah Department of Environmental Quality
Division of Environmental Response and Remediation
195 North 1950 West
P O Box 144840
Salt Lake City, UT 84114-4840
(801) 536-4100

8. Activity and Use Limitations. As part of the Environmental Response Project described above, the Owner agrees to implement, administer, and maintain all of the following activity and use limitations on the Property. The purpose of this Environmental Covenant is to ensure protection of human health and the environment by minimizing the potential for exposure to any Hazardous Substances that remain on the Property. In the event the Owner conveys or transfers an interest in the Property or any portion thereof to another party, the Transferee will implement, administer, maintain and be subject to the following activity and use limitations. Failure of the Owner to comply with these activity and use limitations shall be considered interference with the Environmental Response Project constituting a release or threatened release of a Hazardous Substance for which the Owner is liable under CERCLA § 107(a), 42 U.S.C. § 9607(a).

8.1 Groundwater Limitations. Owner shall not drill any well that would extract, or is capable of extracting, water on or in the Property without prior written consent from the Agencies and the Holder. Also, Owner shall comply with any well restriction covenants identified in Paragraph 10 of Exhibit B to that certain Deed dated October 16, 2002 from Kennecott Utah Copper Corporation, as grantor, to OM Enterprises Company, as grantee, recorded in the Official Records of Salt Lake County on December 2, 2002 as Entry No. 8442505 in Book 8695 at Page 7730, prohibiting drilling of any well that would extract, or is capable of extracting, water on that portion of the Property because it is located within Township 3 South, Range 1 West, SLB&M and Township 3 South, Range 2 West, SLB&M. This provision shall not apply to shallow construction dewatering so long as such shallow construction dewatering does not interfere with or contradict the well restrictions contained within the well restriction covenants.

8.2 Land Use and Construction Limitations. No change in land use (beyond open space purposes) or excavation into waste left in place shall be performed without prior written consent from the Agencies. The Property shall not be developed for residential, agricultural, commercial or industrial purposes. Furthermore, the Owner shall not remove or destroy any drainage control

features on the Property. Any change in land use for open space purposes or excavation on the Property must be performed in accordance with a work plan approved by the Agencies in addition to all applicable laws, regulations and requirements of Salt Lake County, DEQ, EPA and any other governmental entity having jurisdiction over the Property and the Environmental Response Project. Except as otherwise approved by the Agencies, the work plan shall include:

- A summary of readily available site characterization data and any limitations of the data,
- A sampling and analysis plan & quality assurance project plan for characterizing the site before (if no data is available) and after the pending response action to delineate contamination,
- A description of the soil management procedures to be implemented based on the proposed change in land use and/or excavation,
- A description of environmental controls to be employed during the project, and
- A list of submittals which at a minimum will include a post response action report for the Agencies' review.

Owner shall be solely responsible, in all respects, for implementing the work plan and complying with applicable laws, regulations, and requirements associated with such development or change of land use as set forth in this Environmental Covenant.

9. Running with the Land. This Environmental Covenant shall run with the land, pursuant to and subject to the Utah Act and Utah Code Ann. Section 57-25-105.

10. Compliance Enforcement. This Environmental Covenant may be enforced pursuant to the Utah Act or CERCLA § 107, 42 U.S.C. § 9607. Failure to timely enforce compliance with this Environmental Covenant or the Activity and Use Limitations contained herein by any party shall not bar subsequent enforcement by such party, and shall not be deemed a waiver of the party's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict the Agencies from exercising any authority under applicable law.

11. Rights of Access. The right of access to the Property is granted to the Holder, the Agencies, and their representatives for necessary response actions, inspections, implementation and enforcement of this Environmental Covenant.

12. Notice upon Conveyance. The Owner shall notify the Agencies and the Holder within thirty days after each conveyance of an interest in any portion of the Property to another Owner. Owner's notice to the Agencies and the Holder shall include the name, address and telephone number of the new Owner, a copy of the deed or other documentation evidencing the conveyance, and an un-surveyed plat that shows the boundaries of the property being transferred. Instruments that convey any interest in the Property (fee, easement, etc.,) shall include a notification to the person or entity who acquires the interest that the Property is subject to this Environmental Covenant and shall identify the date, entry number, book and page number at which this document is recorded in the records of the Salt Lake County Recorder, in the State of Utah.

13. Compliance Reporting. Upon request by the Agencies or the Holder, Owner shall submit written documentation to the Agencies and the Holder verifying that the activity and use limitations remain in place and are being followed.

14. Representations and Warranties. Grantor hereby represents and warrants to the other signatories hereto:

- a. that the Grantor is the sole owner of the Property;
- b. that the Grantor holds fee simple title to the Property free, clear and unencumbered except for those interests of record existing at the time of execution by Grantor;
- c. that the Grantor has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- d. that the Grantor has identified all other persons that own an interest in or hold an encumbrance on the Property, and notified such persons of the Owner's intention to enter into this Environmental Covenant; and
- e. that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document, or instrument to which Grantor is a party or by which Grantor may be bound or affected;

15. Amendment or Termination. This Environmental Covenant may be amended or terminated pursuant to provisions of the Utah Act as in effect on January 1, 2016. Pursuant to this Paragraph, Holder may assign its interest in this Environmental Covenant with the written consent of the Agencies, which consent shall not be unreasonably conditioned or withheld, and the Agencies waive consent as to all other parties pursuant to sections 57-25-110(1)(b) and 57-25-110(4) of the Utah Act as in effect on January 1, 2016.

16. Effective Date, Severability and Governing Law. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant is recorded as a document of record for the Property with the Salt Lake County Recorder. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Utah.

17. Recordation and Distribution of Environmental Covenant. Within *thirty (30)* days after the date of the final required signature upon this Environmental Covenant, Grantor shall file this Environmental Covenant for recording in the same manner as a deed to the Property, with the Salt Lake County Recorder's Office. The Grantor shall distribute a file and date stamped copy of the recorded Environmental Covenant to the Agencies.

18. Notice. Unless otherwise notified in writing by or on behalf of any of the Agencies, the Grantor, the Owner, or the Holder, any document or communication required by this Environmental Covenant shall be submitted to:

EPA:

U.S. EPA – Region 8
Attn: Regional Institutional Control Coordinator & Kennecott Remedial Project Manager
Mail Code: 8EPR-SR
1595 Wynkoop Street
Denver, CO 80202

DEQ:

Utah Department of Environmental Quality
Division of Environmental Response and Remediation
Attn: Kennecott Project Manager
195 North 1950 West
P O Box 144840
Salt Lake City, UT 84114-4840

GRANTOR AND OWNER:

Kennecott Land Company
Attn: Environmental Manager
4700 West Daybreak Parkway
South Jordan, UT 84009

HOLDER:

Kennecott Utah Copper LLC
Attn: Environmental Manager
4700 West Daybreak Parkway
South Jordan, UT 84009

19. Governmental Immunity. In executing this covenant, the DEQ and EPA do not waive governmental immunity afforded by law. The Grantor, for itself and its successors, assigns, and Transferees, hereby fully and irrevocably releases and covenants not to sue the State of Utah (State) or EPA, its agencies, successors, departments, agents, and employees from any and all claims, damages, or causes of action arising from, or on account of the activities carried out pursuant to this Environmental Covenant except for an action to amend or terminate the Environmental Covenant pursuant to Utah Code Ann. Sections 57-25-109 and 57-25-110 or for a claim against the State arising directly or indirectly from or out of actions of employees of the State that would result in (i) liability to the State of Utah under Section 63G-7-301 of the Governmental Immunity Act of Utah, Utah Code Ann. Section 63G-7-101 et seq. or (ii) individual liability for actions not covered by the Governmental Immunity Act as indicated in Utah Code Ann. Sections 63G-7-202 and -902, as determined in a court of law.


20. Payment of Costs. Owner shall reimburse the Agencies and the Holder for technical reviews, inspections and other actions, performed by the DEQ, EPA or Holder pursuant to the enforcement of this Environmental Covenant or performed at the request of the Owner.

[signatures on following pages]

The undersigned representative of Kennecott Land Company, a Delaware Corporation, Grantor and Owner herein represents and certifies that it is authorized to execute this Environmental Covenant.

IT IS SO AGREED:

Kennecott Land Company

By: 
Name: Ty McCutcheon
Title: Vice President Daybreak

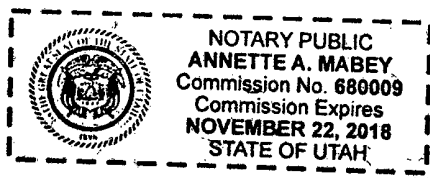
22 June 2016
Date

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

On this 22nd day of June, 2016, appeared before me, Ty McCutcheon of Kennecott Land Company, the Grantor and Owner herein, who, his/her identity and position having been satisfactorily established to me, affirmed to me upon oath that the governing body of Kennecott Land Company, has authorized him/her to execute the foregoing Environmental Covenant, and did duly acknowledge before me having executed the same for the purposes stated herein.




NOTARY PUBLIC

The undersigned representative of Kennecott Utah Copper LLC, Holder, herein represents and certifies that it is authorized to execute this Environmental Covenant.

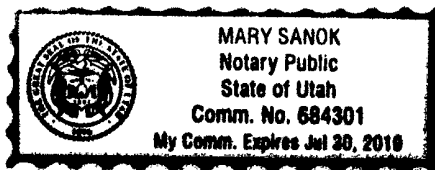
IT IS SO AGREED:

Kennecott Utah Copper LLC

By: [Signature]
Name: Nigel Steward
Title: Managing Director

22 June 2016
Date

ep



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

On this 22 day of JUNE, 2016, appeared before me, MARY NIGE STEWARD of Kennecott Utah Copper LLC, the Holder herein, who, his/her identity and position having been satisfactorily established to me, affirmed to me upon oath that the governing body of Kennecott Utah Copper LLC, has authorized him/her to execute the foregoing Environmental Covenant, and did duly acknowledge before me having executed the same for the purposes stated herein.

[Signature]
NOTARY PUBLIC

UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY

The Utah Department of Environmental Quality authorized representative identified below hereby approves the foregoing Environmental Covenant pursuant to Utah Code Ann. Sections 57-25-102(2) and 57-25-104(1)(e).

Brent H. Everett

Brent H. Everett, Director
Division of Environmental Response and Remediation
Utah Department of Environmental Quality

23 June 2016

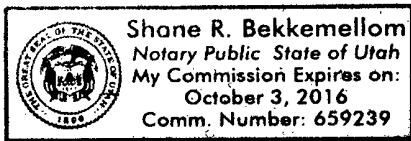
Date

State of Utah)

: ss.

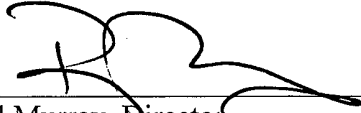
County of Salt Lake)

On this 23rd day of June, 2016 appeared before me Brent H. Everett, an authorized representative of the Utah Department of Environmental Quality, personally known to me, or whose identity has been satisfactorily established to me, who acknowledged before me that he executed the foregoing Environmental Covenant.



Shane R. Bekkemellom
Notary Public

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

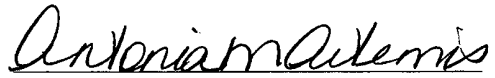


Bill Murray, Director
Superfund Remedial Program
U.S. EPA Region 8

7/7/16
Date

STATE OF COLORADO)
: ss.
COUNTY OF DENVER)

On this 7th day of July, 2016 appeared before me Bill Murray, an authorized representative of the United States Environmental Protection Agency, personally known to me, or whose identity has been satisfactorily established to me, who acknowledged before me that he executed the foregoing Environmental Covenant.


Notary Public

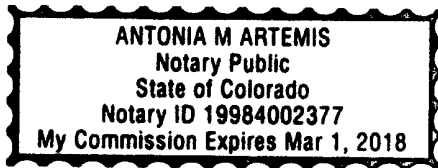


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

THAT LAND WITHIN TAX PARCEL NOS. 26-13-100-026-0000, 26-13-101-001-0000, 26-13-101-002-0000, 26-13-101-003-0000, 26-13-101-004-0000, 26-13-101-005-0000, 26-13-101-006-0000, 26-13-126-001-0000, 26-13-126-002-0000, 26-13-126-003-0000, 26-13-126-004-0000, 26-14-100-030-0000, 26-14-151-001-0000, 26-14-151-002-0000, 26-14-151-003-0000, 26-14-176-001-0000, 26-14-176-002-0000, 26-14-176-003-0000, 26-14-176-004-0000, 26-14-176-005-0000, 26-14-176-006-0000, 26-14-176-007-0000, 26-14-176-008-0000, 26-14-201-001-0000, 26-14-201-002-0000, 26-14-201-003-0000, 26-14-202-007-0000, 26-14-202-009-0000, 26-14-226-001-0000, 26-14-226-002-0000, 26-14-226-003-0000, 26-14-226-004-0000, 26-14-226-005-0000, 26-14-226-006-0000, 26-14-226-007-0000, 26-14-226-009-0000, 26-15-101-001-0000, 26-15-101-002-0000, 26-15-101-003-0000, 26-15-101-004-0000, 26-15-176-001-0000, 26-15-176-002-0000, 26-15-251-001-0000, 26-15-251-002-0000, 26-15-276-001-0000, 26-15-276-002-0000

DESCRIBED AS:

PARCEL DESCRIPTION 1

BEGINNING AT A POINT THAT LIES SOUTH 00°16'12" EAST 942.806 FEET ALONG THE SECTION LINE AND WEST 28.392 FEET FROM THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG THE BOUNDARY OF THE KENNECOTT DAYBREAK BINGHAM CREEK PLAT THE FOLLOWING (5) COURSES: 1) EAST 513.107 FEET; 2) SOUTH 71°11'16" EAST 2552.915 FEET; 3) NORTH 89°07'05" EAST 764.730 FEET; 4) SOUTH 43°52'57" EAST 323.001 FEET; 5) SOUTH 71°47'05" EAST 1305.397 FEET; THENCE NORTH 89°57'35" EAST 168.010 FEET; THENCE NORTH 00°02'24" WEST 324.963 FEET; THENCE SOUTH 75°51'05" EAST 459.239 FEET; THENCE SOUTH 78°57'17" EAST 85.000 FEET TO A POINT ON A 782.534 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, (RADIUS BEARS SOUTH 78°57'15" EAST); THENCE ALONG THE ARC OF SAID CURVE 428.390 FEET THROUGH A CENTRAL ANGLE OF 31°21'57" TO A POINT OF REVERSE CURVATURE WITH A 867.430 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, (RADIUS BEARS NORTH 47°35'12" WEST); THENCE ALONG THE ARC OF SAID CURVE 357.420 FEET THROUGH A CENTRAL ANGLE OF 23°36'30"; THENCE NORTH 89°07'05" EAST 99.009 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF LOT P-129 OF SAID BINGHAM CREEK PLAT AND CONTINUING THE FOLLOWING (8) COURSES: 1) NORTH 29°24'49" EAST 26.192 FEET; 2) NORTH 89°15'43" EAST 1006.620 FEET; 3) SOUTH 38°55'17" EAST 112.674 FEET; 4) SOUTH 89°36'39" EAST 159.228 FEET; 5) NORTH 56°41'01" EAST 195.669 FEET; 6) NORTH 71°27'17" EAST 77.220 FEET; 7) NORTH 65°51'23" EAST 400.850 FEET; 8) SOUTH 89°36'39" EAST 76.150 FEET TO THE NORTHEAST CORNER OF LOT P-121 OF SAID BINGHAM CREEK PLAT; THENCE NORTH 56°06'21" EAST 144.370 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF MOUNTAIN VIEW CORRIDOR ALSO BEING A 7967.564 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, (RADIUS BEARS SOUTH 83°51'45" WEST) AND CONTINUING

ALONG THE SAID RIGHT-OF-WAY THE FOLLOWING (7) COURSES: 1) ALONG THE ARC OF SAID CURVE 272.502 FEET THROUGH A CENTRAL ANGLE OF 01°57'35"; 2) SOUTH 00°07'34" WEST 135.062 FEET; 3) SOUTH 03°09'24" EAST 68.190 FEET; 4) SOUTH 86°50'38" WEST 10.417 FEET; 5) SOUTH 03°09'24" EAST 236.558 FEET; 6) NORTH 86°50'32" EAST 10.417 FEET; 7) SOUTH 03°09'25" EAST 2.177 FEET; THENCE SOUTH 67°52'39" WEST 173.876 FEET TO THE SOUTHEAST CORNER OF SAID LOT P-121 AND ALONG THE SOUTHERLY BOUNDARY OF SAID BINGHAM CREEK PLAT THE FOLLOWING (3) COURSES: 1) SOUTH 62°40'19" WEST 154.436 FEET TO A POINT ON A 5658.038 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, (RADIUS BEARS SOUTH 15°24'49" EAST); 2) ALONG THE ARC OF SAID CURVE 2266.550 FEET THROUGH A CENTRAL ANGLE OF 22°57'07"; 3) WEST 252.711 FEET TO THE SOUTHWEST CORNER OF LOT P-130 OF SAID BINGHAM CREEK PLAT; THENCE NORTH 72°42'27" WEST 1246.589 FEET TO THE SOUTHEAST CORNER OF LOT P-131 OF SAID BINGHAM CREEK PLAT AND CONTINUING ALONG THE SAID PLAT THE FOLLOWING (16) COURSES: 1) NORTH 70°32'11" WEST 679.750 FEET; 2) NORTH 32°28'51" WEST 429.340 FEET; 3) NORTH 25°09'37" WEST 219.480 FEET; 4) NORTH 54°23'20" WEST 67.210 FEET; 5) NORTH 71°54'33" WEST 83.160 FEET; 6) SOUTH 87°43'11" WEST 366.060 FEET; 7) SOUTH 71°57'46" WEST 162.800 FEET; 8) SOUTH 84°04'01" WEST 113.990 FEET; 9) NORTH 87°25'43" WEST 89.260 FEET; 10) NORTH 79°38'44" WEST 107.140 FEET; 11) NORTH 72°57'41" WEST 348.270 FEET; 12) NORTH 78°14'53" WEST 465.783 FEET; 13) SOUTH 89°55'33" WEST 1887.661 FEET; 14) NORTH 06°31'26" WEST 48.941 FEET; 15) NORTH 00°48'48" WEST 251.250 FEET; 16) NORTH 06°31'26" WEST 454.757 FEET TO THE POINT OF BEGINNING.

PROPERTY CONTAINS 113.407 ACRES.

PARCEL DESCRIPTION 2

BEGINNING AT THE NORTHEAST CORNER OF LOT P-111 OF THE KENNECOTT DAYBREAK BINGHAM CREEK PLAT WHICH LIES NORTH 89°55'04" WEST 127.057 FEET ALONG THE SECTION LINE AND SOUTH 00°04'56" WEST 940.000 FEET FROM THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89°55'07" EAST 32.486 FEET TO THE WEST LINE OF THE UTA PROPERTY; THENCE ALONG THE SAID UTA PROPERTY THE FOLLOWING (4) COURSES: 1) SOUTH 02°35'23" EAST 59.719 FEET; 2) SOUTH 225.904 FEET; 3) SOUTH 03°48'51" WEST 165.366 FEET; 4) SOUTH 104.690 FEET; THENCE ALONG THE SOUTHERLY LINE OF THE SAID BINGHAM CREEK PLAT AND THE BINGHAM CREEK PLAT EXTENDED THE FOLLOWING (4) COURSES: 1) SOUTH 75°56'41" WEST 247.191 FEET TO A POINT ON A 950.000 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 14°03'19" WEST); 2) ALONG THE ARC OF SAID CURVE 233.045 FEET THROUGH A CENTRAL ANGLE OF 14°03'19"; 3) WEST 519.548 FEET TO A POINT ON A 2050.000 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, (RADIUS BEARS SOUTH); 4) ALONG THE ARC OF SAID CURVE 597.610 FEET THROUGH A CENTRAL ANGLE OF 16°42'10" TO THE SOUTHWEST

CORNER OF LOT P-120 OF SAID BINGHAM CREEK PLAT; THENCE SOUTH 67°36'34" WEST 157.910 FEET TO A POINT ON THE EAST RIGH-OF-WAY OF MOUNTAIN VIEW CORRIDOR; THENCE ALONG THE SAID RIGHT-OF-WAY THE FOLLOWING (6) COURSES: 1) NORTH 05°09'24" WEST 108.440 FEET; 2) NORTH 84°50'34" EAST 16.417 FEET; 3) NORTH 05°09'24" WEST 252.672 FEET; 4) SOUTH 84°50'34" WEST 16.417 FEET; 5) NORTH 05°09'24" WEST 434.826 FEET; 6) SOUTH 89°55'13" EAST 151.111 FEET TO THE WEST LINE OF SAID LOT P-120; THENCE ALONG THE SAID BINGHAM CREEK PLAT THE FOLLOWING (2) COURSES: 1) NORTH 05°11'00" WEST 0.213 FEET; 2) SOUTH 89°55'07" EAST 1621.504 FEET TO THE POINT OF BEGINNING.

PROPERTY CONTAINS 26.596 ACRES.

PARCEL DESCRIPTION 3

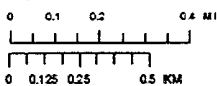
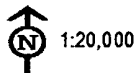
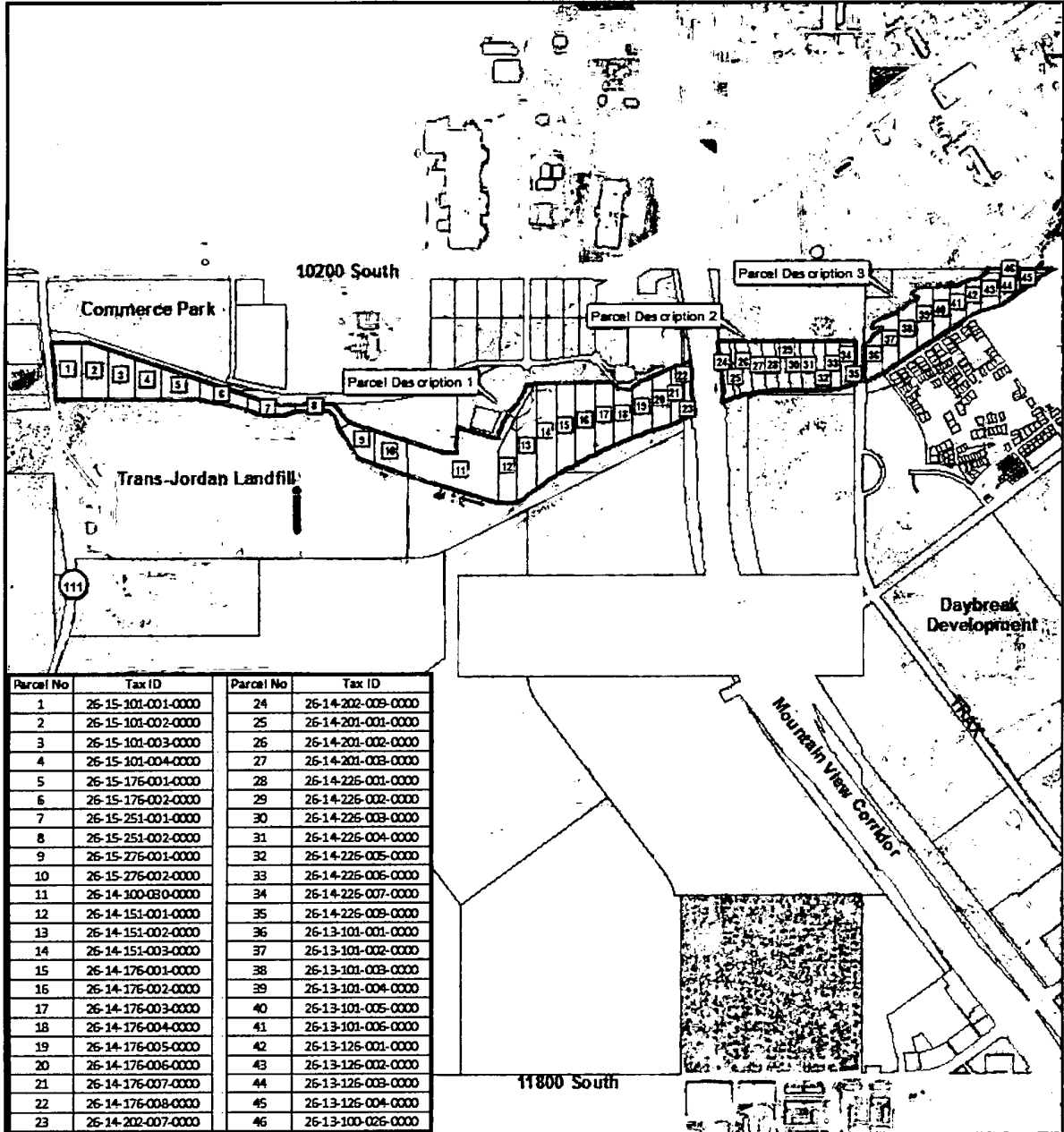
BEGINNING AT A POINT THAT LIES SOUTH 89°57'24" WEST 239.771 FEET ALONG THE THE SECTION LINE FROM THE NORTH QUARTER CORNER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG THE KENNECOTT DAYBREAK BINGHAM CREEK PLAT AND THE BINGHAM CREEK PLAT EXTENDED THE FOLLOWING (7) COURSES: 1) SOUTH 54°21'24" WEST 320.585 FEET; 2) SOUTH 54°21'24" WEST 407.080 FEET TO A POINT ON A 450.000 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 35°38'36" WEST); 3) ALONG THE ARC OF SAID CURVE 156.898 FEET THROUGH A CENTRAL ANGLE OF 19°58'37"; 4) SOUTH 74°20'01" WEST 194.028 FEET TO A POINT ON A 550.000 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS SOUTH 15°39'59" EAST); 5) ALONG THE ARC OF SAID CURVE 166.524 FEET THROUGH A CENTRAL ANGLE OF 17°20'51"; 6) SOUTH 56°59'10" WEST 1365.549 FEET TO A POINT ON A 950.000 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 33°00'50" WEST); 7) ALONG THE ARC OF SAID CURVE 227.045 FEET THROUGH A CENTRAL ANGLE OF 13°41'36" TO THE SOUTHWEST CORNER OF LOT P-110 OF SAID BINGHAM CREEK PLAT; THENCE SOUTH 74°38'59" WEST 26.950 FEET TO THE EAST LINE OF THE UTA PROPERTY; THENCE ALONG THE SAID UTA PROPERTY THE FOLLOWING (3) COURSES:

1) NORTH 03°48'48" WEST 135.967 FEET; 2) NORTH 326.370 FEET; 3) NORTH 02°35'23" EAST 35.983 FEET; THENCE SOUTH 77°27'01" EAST 34.933 FEET TO THE NORTHWEST CORNER OF SAID LOT P-110; THENCE ALONG THE NORTHERLY LINE OF THE SAID BINGHAM CREEK PLAT THE FOLLOWING (26) COURSES: 1) NORTH 51°33'36" EAST 20.807 FEET; 2) NORTH 34°53'16" EAST 125.510 FEET; 3) NORTH 58°52'22" EAST 133.771 FEET; 4) NORTH 49.646 FEET; 5) SOUTH 77°50'02" WEST 134.060 FEET; 6) NORTH 53°45'32" WEST 23.455 FEET; 7) NORTH 38°51'59" EAST 58.285 FEET; 8) NORTH 55°26'59" EAST 68.906 FEET; 9) NORTH 65°52'53" EAST 132.653 FEET; 10) NORTH 67°58'23" EAST 114.280 FEET; 11) NORTH 53°48'36" EAST 151.579 FEET; 12) NORTH 51°07'30" EAST 76.623 FEET; 13) NORTH 71°34'23" EAST 43.868 FEET; 14) NORTH 76°14'43" EAST 63.622 FEET; 15) NORTH 24°54'53" EAST 39.730 FEET; 16) NORTH 56°32'49" WEST 115.290 FEET; 17) NORTH 57°16'37" EAST 62.962

FEET; 18) NORTH 65°03'58" EAST 59.805 FEET; 19) SOUTH 89°13'15" EAST 185.410 FEET; 20) NORTH 82°52'42" EAST 142.350 FEET; 21) NORTH 86°11'16" EAST 75.838 FEET; 22) NORTH 88°59'43" EAST 71.898 FEET; 23) NORTH 62°58'05" EAST 153.514 FEET; 24) NORTH 76°18'58" EAST 139.518 FEET; 25) NORTH 61°05'05" EAST 121.156 FEET; 26) NORTH 49°29'17" EAST 96.039 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE ALONG THE SECTION LINE NORTH 89°57'24" EAST 805.999 FEET TO THE POINT OF BEGINNING.

PROPERTY CONTAINS 28.175 ACRES.

**DAYBREAK DEVELOPMENT
BINGHAM CREEK ENVIRONMENTAL COVENANT**



Bingham Creek Environmental Covenant (168.178 acres)
 Parcel Boundary

The information on this map is based on the most current information available at the time of preparation. It is not a warranty, representation, or contract. For general information purposes, refer to the text of the Bingham Creek Environmental Covenant.

EXHIBIT B



State of Utah

Department of
Environmental Quality

Dianne R. Nielson Ph.D.
Executive Director

DIVISION OF ENVIRONMENTAL
RESPONSE AND REMEDIATION
Brad T. Johnson
Director

JON M. HUNTSMAN JR.
Governor

GARY HERBERT
Lieutenant Governor

ERRC-241-06

November 17, 2006

Mr. Francisco Benavides, Manager - Sustainable Development and Environment
Kennecott Land
5295 South 300 West, Suite 475
Murray, Utah, 84107

RE Request (October 18, 2006) to clarify the use of the previously accepted residential standard for lead and arsenic in soils

Dear Mr. Benavides

The Division of Environmental Response and Remediation (DERR) and the U.S. Environmental Protection Agency, Region VIII (EPA) (respectively referenced as the Agencies) received your request to clarify the interpretation of and use of the September 2006 accepted residential lead and arsenic standards for certain lands within the Daybreak community. Based upon your inquiry, the Agencies provide the following information:

Institutional controls or environmental covenants are typically required when there are environmental contaminants at concentrations that do not allow for unlimited land use and unrestricted exposures. As previously noted in the Agencies' letter dated September 22, 2006, institutional controls were requested for those certain lands (designated by Kennecott Land) intended to be remediated to the accepted commercial land use standard (2000 ppm and 450 ppm for lead and arsenic, respectively) established for the Daybreak Development. Since September 22, 2006, Kennecott Land has notified the Agencies that the designated lands intended to be remediated to the commercial land use standards have been remediated to the accepted residential land use standard (700 ppm and 100 ppm for lead and arsenic, respectively) established for the Daybreak Development. Lands cleaned up to the residential land use standard (at Daybreak) do not require the incorporation of institutional controls because such concentrations (for lead and arsenic) allow for unlimited land use and unrestricted exposure.

Please note that the Agencies still await the submission of a revised Operation & Maintenance Plan (O&M Plan). The O&M Plan needs to make reference to the September 2006 accepted residential and commercial land use standards and to depict (graphically) the designated lands which will be cleaned up to those standards.

168 North 1950 West PO Box 144840 Salt Lake City UT 84114-4840 phone (801) 536 4100 fax (801) 359 8853
TDD (801) 536-4414 www.deq.utah.gov

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Currently, the Agencies understand that Kennecott Land still intends to comply with the EPA, Region VIII previously accepted unrestricted land use standard (500 ppm and 50 ppm for lead and-arsenic, respectively) during the clean-up of the two South-Jordan-Evaporation Ponds consolidation areas and the Bastian sink Please be advised of the Agencies desire to have these two areas depicted graphically in the revised O&M Plan

If you have any questions regarding this letter, please do not hesitate to contact either Mr Douglas Bacon (801-536-4282) or Ms Rebecca Thomas (303-312-6552)

Sincerely



Douglas Bacon
Project Manager
Division of Environmental Response and
Remediation



Rebecca Thomas
Remedial Project Manager
US Environmental Protection Agency,
Region VIII

DB/RT/eds

cc Gary L Edwards M S Director, Salt Lake Valley Health Department
Mary Pat Buckman, Salt Lake Valley Health Department