

13890928 B: 11305 P: 8606 Total Pages: 11  
02/14/2022 03:23 PM By: ggasca Fees: \$40.00  
SWD- SPECIAL WARRANTY DEED  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.  
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

AFTER RECORDING PLEASE RETURN TO:  
D.R. Horton, Inc.  
12351 S. Gateway Park Place, Suite D-100  
Draper, UT 84020  
Attn: Boyd A. Martin

Tax Id No.: 14-32-351-002, 14-32-303-002, 14-32-376-004, 14-32-326-002, 14-31-401-003  
and 14-32-301-001

\*\*\*This deed is being recorded for the purpose of correcting the point of beginning for Parcel 4 as it is referenced in that certain Special Warranty Deed recorded 13784972 in Book 11246 at Page 228 in the records of Salt Lake County.\*\*\*

## **SPECIAL WARRANTY DEED** **(CORRECTIVE)**

**Forestar (USA) Real Estate Group, Inc.**, a Delaware corporation ("Grantor"), for the consideration hereinafter stated, does GRANT, SELL AND CONVEY unto **D.R. Horton, Inc.**, a Delaware corporation with offices in the State of Utah ("Grantee"), the real property described on Exhibit "A" attached to and incorporated in this Deed, together with all improvements thereon, situated in Salt Lake County, Utah (the "Property"):

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, Grantee's successors and assigns, forever.

And Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, and successors, to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through, or under Grantor, but not otherwise, subject however, to the Permitted Exceptions set forth on Exhibit "B" attached to and incorporated in this Deed by reference.

The consideration for this conveyance, receipt of which Grantor acknowledges, is \$10.00 and other valuable consideration paid to Grantor for which no lien either express or implied is retained.

For the same consideration, Grantor hereby GRANTS, SELLS, CONVEYS, ASSIGNS AND DELIVERS to Grantee, all right, title, interest, if any, of Grantor, as owner of the Property but not as owner of any other property, in and to (i) strips or gores, if any, between the Property and abutting properties, (ii) any land lying in or under the bed of any street, alley, road, or right-of-way, opened or proposed, abutting or adjacent to the Property, (iii) any easements, rights of way, rights of ingress and egress or other interest in, on, or to, any land, highway, street, road, or avenue, open or proposed, in., on, across from, in front of, abutting, adjoining, or otherwise appurtenant to the Property, as well as all other rights, privileges, and appurtenances owned by Grantor in any way related to the Property and other rights and interests of Grantor hereunder conveyed, and (iv) all oil, gas, hydrocarbons, and minerals in, on, under, or that may be produced from the Property.

Executed this 10<sup>th</sup> day of February, 2022.

**GRANTOR:**

**Forestar (USA) Real Estate Group, Inc.,  
a Delaware corporation**

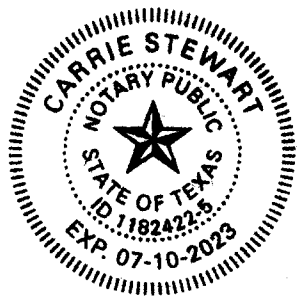
By: *James D. Allen*  
James D. Allen  
Executive Vice President

STATE OF TEXAS            )  
  ss.  
COUNTY OF TARRANT    )

The foregoing document was duly acknowledged before me this 10<sup>th</sup> day of February, 2022 by James D. Allen the Executive Vice President of FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation, for and on behalf of such corporation.

*Carrie Stewart*  
Notary Public  
Residing at: *Forestar*

My Commission Expires:  
7/10/23



**EXHIBIT "A"**  
**TO THE SPECIAL WARRANTY DEED**

**Legal Description of the Property**

PARCEL 1:

Area 1 of Proposed GATEWAY TO LITTLE VALLEY PHASE 2, being more particularly described as follows:

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

Beginning at a point on the West Valley City Boundary Line as defined on Hercules Annexation to West Valley City, recorded as Entry No. 4603394, in Book 88-3, at Page 21, in the Office of the Salt Lake County Recorder, said point being North 00°01'06" East 39.03 feet along the section line and West 1,081.00 feet from the South Quarter Corner of said Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running thence the along said West Valley City Boundary Line the following two (2) courses: 1) thence North 89°40'50" West 401.07 feet; 2) thence South 00°08'09" East 33.00 feet; thence North 89°40'50" West 242.59 feet; thence North 43°48'26" West 237.28 feet; thence North 46°10'42" East 462.00 feet; thence South 43°48'25" East 503.47 feet; thence Southeasterly 160.38 feet along the arc of a 560.00 foot radius curve to the left (center bears North 46°11'35" East and the chord bears South 52°00'42" East 159.83 feet with a central angle of 16°24'34") to the point of beginning.

PARCEL 2:

Area 2 of Proposed GATEWAY TO LITTLE VALLEY PHASE 2, being more particularly described as follows:

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

Beginning at a point being South 00°01'06" West 1,115.63 feet along the section line and West 958.44 feet from the Center of said Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running thence Southwesterly 23.79 feet along the arc of a 15.00 foot radius curve to the right (center bears North 75°34'57" West and the chord bears South 59°51'09" West 21.37 feet with a central angle of 90°52'12"); thence Northwesterly 645.45 feet along the arc of a 2,803.00 foot radius curve to the right (center bears North 15°17'15" East and the chord bears North 68°06'57" West 644.02 feet with a central angle of 13°11'37"); thence North 27°12'09" East 205.97 feet; thence Southeasterly 32.84 feet along the arc of a 2,597.00 foot radius curve to the left (center bears North 28°34'17" East and the chord bears South 61°47'28" East 32.84 feet with a central angle of 00°43'28"); thence North 26°21'59" East 125.98 feet; thence South 63°45'36" East 143.04 feet; thence South 67°01'47" East 132.32 feet; thence South 69°53'52" East 133.15 feet; thence South 73°12'49" East 147.00 feet; thence South 14°25'03" West 316.72 feet to the point of beginning.

PARCEL 3:

Area 3 of Proposed GATEWAY TO LITTLE VALLEY PHASE 2, being more particularly described as follows:

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

Beginning at a point on the Easterly right-of-way line of Cloud Peak Drive, as depicted on the Gateway to Little Valley Road Dedication Plat, recorded as Entry No. 13535252 in Book 2021P at Page 20 in the Office of the Salt Lake County Recorder, said point being North 00°01'06" East 978.65 feet along the section line and West 1,084.69 feet from the South Quarter Corner of said Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running thence Southeasterly 22.47 feet along the arc of a 15.00 foot radius curve to the left (center bears South 60°19'26" East and the chord bears South 13°14'06" East 20.43 feet with a central angle of 85°49'20"); thence Southeasterly 171.30 feet along the arc of a 175.00 foot radius curve to the right (center bears South 33°51'14" West and the chord bears South 28°06'17" East 164.54 feet with a central angle of 56°04'58"); thence South 89°56'08" West 50.00 feet; thence Northwesterly 118.77 feet along the arc of a 125.00 foot radius curve to the left (center bears South 89°56'15" West and the chord bears North 27°16'58" West 114.35 feet with a central angle of 54°26'24"); thence Southwesterly 24.08 feet along the arc of a 15.00 foot radius curve to the left (center bears South 35°29'50" West and the chord bears South 79°30'27" West 21.58 feet with a central angle of 91°58'46") to said Easterly right-of-way line; thence Northeasterly 79.12 feet along the arc of a 1,180.00 foot radius curve to the left (center bears North 56°28'56" West and the chord bears North 31°35'49" East 79.10 feet with a central angle of 03°50'30") along said Easterly right-of-way line to the point of beginning.

PARCEL 4:

Parcel B of Proposed GATEWAY TO LITTLE VALLEY PHASE 3, being more particularly described as follows:

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

Beginning at a point being South 00°01'06" West 278.19 feet along the section line and West 298.48 feet from the Center of said Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running thence South 00°01'05" West 222.17 feet; thence East 61.00 feet; thence South 01°47'14" West 50.03 feet; thence Southeasterly 23.57 feet along the arc of a 15.00 foot radius curve to the right (center bears South and the chord bears South 44°59'27" East 21.22 feet with a central angle of 90°01'06"); thence South 00°01'06" West 126.00 feet; thence Southwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right (center bears North 89°58'45" West and the chord bears South 45°00'33" West 21.21 feet with a central angle of 89°58'36"); thence West 4.01 feet; thence South 42.00 feet; thence East 3.99 feet; thence Southeasterly 23.57 feet along the arc of a 15.00 foot radius curve to the right (center bears South and the chord bears South 44°59'27" East 21.22 feet with a central angle of 90°01'06"); thence South 00°01'06" West 157.02 feet; thence Southwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right (center bears North 89°58'54" West and the chord bears South 45°01'06" West 21.21 feet with a central angle of 90°00'00"); thence North 89°58'54" West 125.99 feet; thence Northwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right (center bears North 00°01'06" East and the chord bears North 44°58'54" West 21.21 feet with a central angle of 90°00'00"); thence North 89°58'55" West 42.00 feet; thence Southwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right (center bears North 89°58'54" West and the chord bears South 45°01'06" West 21.21 feet with a central angle of

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

PARCEL 5:

Parcel E of Proposed GATEWAY TO LITTLE VALLEY PHASE 3, being more particularly described as follows:

Beginning at a point being South 00°01'06" West 210.48 feet along the section line and West 2,292.01 feet from the Center of said Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running thence South 36°37'18" West 127.84 feet; thence Southwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right (center bears North 53°22'42" West and the chord bears South 81°37'18" West 21.21 feet with a central angle of 90°00'00"); thence North 53°22'42" West 338.71 feet; thence South 36°37'18" West 70.00 feet; thence North 53°22'42" West 69.97 feet; thence North 53°22'42" West 148.79 feet; thence Northwesterly 327.43 feet along the arc of a 570.00 foot radius curve to the right (center bears North 36°37'18" East and the chord bears North 36°55'19" West 322.95 feet with a central angle of 32°54'47"); thence South 84°20'57" West 313.20 feet; thence North 16°31'39" West 267.80 feet; thence North 20°55'36" West 184.93 feet; thence North 31°54'21" West 229.96 feet; thence North 50°15'57" West 158.95 feet; thence North 50°14'34" West 266.00 feet; thence North 00°26'42" East 242.28 feet; thence North 89°44'49" East 965.53 feet; thence South 39°56'43" East 301.93 feet; thence South 54°27'12" West 90.28 feet; thence Southeasterly 397.89 feet along the arc of a 936.00 foot radius curve to the right (center bears South 49°44'43" West and the chord bears South 28°04'36" East 394.90 feet with a central angle of 24°21'23"); thence Southeasterly 65.80 feet along the arc of a 115.00 foot radius curve to the left (center bears North 74°06'06" East and the chord bears South 32°17'27" East 64.91 feet with a central angle of 32°47'06"); thence Southeasterly 269.73 feet along the arc of a 4,484.74 foot radius curve to the left (center bears North 41°19'11" East and the chord bears South 50°24'12" East 269.69 feet with a central angle of 03°26'45"); thence South 52°10'42" East 32.17 feet; thence Northeasterly 5.42 feet along the arc of a 15.00

foot radius curve to the left (center bears North 32°42'26" West and the chord bears North 46°56'40" East 5.39 feet with a central angle of 20°41'48"); thence South 57°07'26" East 50.11 feet; thence South 36°35'46" West 440.81 feet; thence Southeasterly 23.56 feet along the arc of a 15.00 foot radius curve to the left (center bears South 53°24'14" East and the chord bears South 08°23'28" East 21.21 feet with a central angle of 89°58'28"); thence South 53°22'42" East 441.98 feet to the point of beginning.

PARCEL 6:

Parcel C of Proposed GATEWAY TO LITTLE VALLEY PHASE 4, being more particularly described as follows:

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

Beginning at a point being South 00°01'06" West 138.37 feet along the section line and West 888.03 feet from the Center of said Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running thence South 17°11'57" West 31.98 feet; thence South 00°01'05" West 347.48 feet; thence South 14°27'53" West 149.96 feet; thence Northwesterly 71.34 feet along the arc of a 2,345.00 foot radius curve to the right (center bears North 17°16'32" East and the chord bears North 71°51'10" West 71.34 feet with a central angle of 01°44'35"); thence Northwesterly 22.37 feet along the arc of a 15.00 foot radius curve to the right (center bears North 19°01'07" East and the chord bears North 28°15'30" West 20.35 feet with a central angle of 85°26'45"); thence North 66°42'37" West 50.60 feet; thence Southwesterly 25.27 feet along the arc of a 15.00 foot radius curve to the right (center bears North 75°32'07" West and the chord bears South 62°43'48" West 22.39 feet with a central angle of 96°31'50"); thence Northwesterly 174.07 feet along the arc of a 2,345.00 foot radius curve to the right (center bears North 20°59'43" East and the chord bears North 66°52'42" West 174.03 feet with a central angle of 04°15'11"); thence Northwesterly 23.80 feet along the arc of a 15.00 foot radius curve to the right (center bears North 25°14'54" East and the chord bears North 19°17'26" West 21.38 feet with a central angle of 90°55'20"); thence North 63°43'52" West 50.00 feet; thence Southwesterly 23.84 feet along the arc of a 15.00 foot radius curve to the right (center bears North 63°49'46" West and the chord bears South 71°41'35" West 21.41 feet with a central angle of 91°02'43"); thence Northwesterly 147.41 feet along the arc of a 2,345.00 foot radius curve to the right (center bears North 27°12'56" East and the chord bears North 60°59'01" West 147.39 feet with a central angle of 03°36'06"); thence Northwesterly 25.08 feet along the arc of a 15.00 foot radius curve to the right (center bears North 30°49'03" East and the chord bears North 11°16'50" West 22.26 feet with a central angle of 95°48'15"); thence North 36°37'18" East 20.48 feet; thence North 53°22'42" West 202.00 feet; thence South 36°37'18" West 282.80 feet; thence South 53°22'42" East 76.14 feet; thence South 36°10'08" West 220.82 feet; thence Northwesterly 96.06 feet along the arc of a 2,803.00 foot radius curve to the right (center bears North 34°39'29" East and the chord bears North 54°21'36" West 96.05 feet with a central angle of 01°57'49"); thence North 53°22'42" West 516.85 feet; thence Northwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right (center bears North 36°37'18" East and the chord bears North 08°22'42" West 21.21 feet with a central angle of 90°00'00"); thence North 36°37'18" East 777.35 feet; thence Northeasterly 21.97 feet along the arc of a 15.00 foot radius curve to the right (center bears South 53°22'42" East and the chord bears North 78°34'44" East 20.06 feet with a central angle of 83°54'52"); thence Southeasterly 1,048.59 feet along the arc of a 4,504.70 foot radius curve to the left (center bears North 30°32'10" East and the chord bears South 66°07'56" East 1,046.23 feet with a central angle of 13°20'14") to the point of beginning.

**EXHIBIT "B"**  
**TO THE SPECIAL WARRANTY DEED**

**Permitted Exceptions**

9. Taxes for the year 2021 are accruing as a lien not yet due and payable under previous Parcel Nos. 14-32-326-001, 14-32-376-002, 14-32-326-002, 14-31-401-001, 14-31-401-002 and 14-32-301-001.

[Informational Note: According to the records of Salt Lake County, the Land has previously been assigned Salt Lake County Tax Parcel No. 14-32-300-014-4001. However, the Land comprising Salt Lake County Tax Parcel No. 14-32-300-014-4001 appears to fall under the jurisdiction of the State Tax Commission of Utah for the assessment of property taxes. It is suggested that the Office of the Salt Lake County Treasurer and/or the State Tax Commission of Utah be contacted to ascertain any property tax amounts due and payable for said Land.]

[Informational Note: According to the records of Salt Lake County, the Land has previously been assigned Salt Lake County Tax Parcel No. 14-32-300-014-4002. However, the Land comprising Salt Lake County Tax Parcel No. 14-32-300-014-4002 appears to fall under the jurisdiction of the State Tax Commission of Utah for the assessment of property taxes. It is suggested that the Office of the Salt Lake County Treasurer and/or the State Tax Commission of Utah be contacted to ascertain any property tax amounts due and payable for said Land.]

[Informational Note: According to the records of Salt Lake County, the Land has previously been assigned Salt Lake County Tax Parcel No. 14-32-376-001. However, the Land comprising Salt Lake County Tax Parcel No. 14-32-376-001 appears to fall under the jurisdiction of the State Tax Commission of Utah for the assessment of property taxes. It is suggested that the Office of the Salt Lake County Treasurer and/or the State Tax Commission of Utah be contacted to ascertain any property tax amounts due and payable for said Land.]

[Informational Note: According to the records of Salt Lake County, the Land has previously been assigned Salt Lake County Tax Parcel No. 14-32-152-001. However, the Land comprising Salt Lake County Tax Parcel No. 14-32-152-001 appears to fall under the jurisdiction of the State Tax Commission of Utah for the assessment of property taxes. It is suggested that the Office of the Salt Lake County Treasurer and/or the State Tax Commission of Utah be contacted to ascertain any property tax amounts due and payable for said Land.]

[Informational Note: According to the records of Salt Lake County, the Land has previously been assigned Salt Lake County Tax Parcel No. 14-32-176-005. However, the Land comprising Salt Lake County Tax Parcel No. 14-32-176-005 appears to fall under the jurisdiction of the State Tax Commission of Utah for the assessment of property taxes. It is suggested that the Office of the Salt Lake County Treasurer and/or the State Tax Commission of Utah be contacted to ascertain any property tax amounts due and payable for said Land.]

[Informational Note: According to the records of Salt Lake County, the Land has previously been assigned Salt Lake County Tax Parcel No. 14-31-400-007. However, the Land comprising Salt Lake County Tax Parcel No. 14-31-400-007 appears to fall under the jurisdiction of the State Tax Commission of Utah for the assessment of property taxes. It is suggested that the Office of the Salt Lake County Treasurer and/or the State Tax Commission of Utah be contacted to ascertain any property tax amounts due and payable for said Land.]

[Informational Note: According to the records of Salt Lake County, the Land has previously been assigned Salt Lake County Tax Parcel No. 14-32-300-010. However, the Land comprising Salt Lake County Tax Parcel No. 14-32-300-010 appears to fall under the jurisdiction of the State Tax Commission of Utah for the assessment of property taxes. It is suggested that the Office of the Salt Lake County Treasurer and/or the State Tax Commission of Utah be contacted to ascertain any property tax amounts due and payable for said Land.]

10. The herein described Land is located within the boundaries of Magna Township, Magna Mosquito Abatement District, Jordan Valley Water Conservancy District, Magna Water District, Central Utah Water Conservancy District, Wasatch Waste and Recycle District, Unified Fire Services, Salt Lake Valley Law Enforcement Service Area, Greater Salt Lake Municipal Special Service District, and is subject to any and all charges and assessments levied thereunder.
11. Certificate of Creation of the Community Reinvestment Agency of Magna, recorded January 29, 2019 as Entry No. 12925386 in Book 10748 at Page 7120.
12. Certificate of Annexation from the Jordan Valley Water Conservancy District dated September 18, 2020 and recorded October 22, 2020 as Entry No. 13435597 in Book 11044 at Page 4909.
13. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
14. Claim, right, title or interest to water or water rights whether or not shown by the public records.
15. Reservations and exceptions as contained in Patent from the United States of America, recorded July 2, 1892 in Book 4D at Page 237, Official Salt Lake County Records.
16. Easement in favor of Kennecott Copper Corporation, a corporation of the State of New York and to Western Phosphates, Inc., a corporation of the State of Delaware for a perpetual easement and right to at any and all times discharge over and upon said Lands, through the medium of the air, such dust, smoke, fumes, cinders and other matter as may be released or thrown off by or in the course of the operation of any and all smelters, plants, refineries or other industrial installations now or hereafter constructed, maintained or operated by Grantees, their successors and assigns and incidental purposes, by instrument dated January 2, 1959 and recorded January 5, 1959, as Entry No. 1629910, in Book 1574, at Page 622.
17. Deed of Easement in favor of Magna Water Company, an Improvement District, a body politic of Salt Lake County, Utah for the purpose of maintaining, repairing and replacing sewer lines and incidental purposes, by instrument dated March 10, 1961 and recorded March 21, 1961, as Entry No. 1767736, in Book 1789, at Page 223.
18. Easements and mineral reservations as contained in that certain Quitclaim Deed recorded June 26, 1961 as Entry No. 1785089 in Book 1816 at Page 368 of official records.
19. Any and all irrigation and/or waste ditches as the same may be found to lie within the herein described Land, and any rights granted to the State Road Commission of Utah for the purpose of



constructing cut and/or fill slopes, as disclosed by that certain Right of Way Deed recorded March 11, 1964 as Entry No. 1985168 in Book 2165 at Page 36 of official records.

20. Easement as contained in that certain Special Warranty Deed, dated December 20, 2017 and recorded December 20, 2017 as Entry No. 12683626 in Book 10631 at Page 7090.
21. Easement Agreement by and between Kennecott Utah Copper LLC, a Utah limited liability company formerly known as Kennecott Utah Copper Corporation and Magna Water District, a political subdivision of the State of Utah, dated March 7, 2019 and recorded August 22, 2019 as Entry No. 13057353 in Book 10819 at Page 6277.

Affidavit Regarding Easement Agreement recorded August 31, 2021 as Entry No. 13760928 in Book 11232 at Page 348.

22. Easements, notes and restrictions as shown on the recorded plat for Gateway to Little Valley Phase 1B Plat, recorded June 16, 2021 as Entry No. 13693268 in Book 2021P at Page 161.
23. Reservations contained in that certain Indenture between American Smelting and Refining Company, a corporation of the State of New Jersey and Kennecott Copper Corporation, a corporation of the State of New York, dated January 2, 1959 and recorded January 5, 1959 as Entry No. 1629909 in Book 1574 at Page 546.
24. Vehicular access to and from Highway U-111 (Bacchus Highway) is limited to openings permitted by the Utah State Department of Transportation in accordance with Utah State Code. The herein described Land may have no access to or from said highway, as disclosed by that certain Right of Way Deed recorded March 11, 1964 as Entry No. 1985168 in Book 2165 at Page 36 of official records.
25. Vehicular access to 8400 West aka Bacchus Highway aka Utah State Route 111 is limited to openings permitted by the State of Utah Department of Transportation in accordance with Section 41-6a-714, Utah Code Annotated, as emended 2005.
26. Reservations as contained in that certain Deed by and between Kennecott Mining Corporation, formerly known as Kennecott Corporation, a corporation of the State of New York and Kennecott Corporation, a corporation of the State of Delaware, recorded April 28, 1987 as Entry No. 4445608 in Book 5909 at Page 1547 of official records.
27. Notice wherein said Land is located within the 0.2 and greater overpressure area as defined in Section 15.14.010 of the Salt Lake County Code of Ordinances, 1986 and is subject to the construction standards and glass requirements set forth in Chapter 15.14 of the Salt Lake County Code of Ordinances, dated September 28, 1987 and recorded September 28, 1987 as Entry No. 4528677 in Book 5965 at Page 1175.
28. Restrictive Covenants Agreement by and between Kennecott Utah Copper LLC, a Utah limited liability company formerly known as Kennecott Utah Copper Corporation (together with its successor and assigns) and Board of Education of Granite School District, a body corporate and politic of the State of Utah (together with its successor and assigns), dated December 20, 2017 and recorded December 20, 2017 as Entry No. 12683627 in Book 10631 at Page 7096.

29. Memorandum of Development Agreement between Kennecott Utah Copper LLC, a Utah limited liability company (together with its successors and assigns) and Board of Education of Granite School District, a body corporate and politic of the State of Utah (together with its successors and assigns), dated December 20, 2017 and recorded December 20, 2017 as Entry No. 12683628 in Book 10631 at Page 7107.

Notice of Assignment of Development Agreement by and between Kennecott Utah Copper LLC, a Utah limited liability company and Forestar (USA) Real Estate Group Inc., a Delaware corporation, dated November 22, 2019 and recorded November 22, 2019 as Entry No. 13131580 in Book 10864 at Page 257.

30. Terms, conditions and/or reservations in Special Warranty Deed recorded November 22, 2019 as Entry No. 13131579 in Book 10864 at Page 244.
31. Master Development Agreement for Little Valley Gateway Project, by and between Magna Metro Township; D.R. Horton, Inc., a Delaware corporation; Kennecott Utah Copper, LLC, a Utah limited liability company and Board of Education of Granite School District, a body corporate and politic of the State of Utah, recorded September 4, 2019 as Entry No. 13066519 in Book 10825 at Page 3769.

Notice of Assignment of Development Agreement recorded November 22, 2019 as Entry No. 13131580 in Book 10864 at Page 257.

32. Reservations contained in that certain Special Warranty Deed and Reservation of Surface Rights (Minerals) recorded December 16, 2019 as Entry No. 13148546 in Book 10873 at Page 3665.
33. Intentionally Deleted by Title Company.
34. Intentionally Deleted by Title Company.
35. Intentionally Deleted by Title Company.
36. Intentionally Deleted by Title Company.
37. Intentionally Deleted by Title Company.

38. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided for in that certain Declaration of Covenants, Conditions and Restrictions recorded January 22, 2021 as Entry No. 13540701 in Book 11103 at Page 6206, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.

First Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Gateway to Little Valley, recorded June 16, 2021 as Entry No. 13693275 in Book 11192 at Page 1110.

39. Notice of Reinvestment Fee Covenant in favor of Little Valley Owners Association, Inc. recorded January 22, 2021 as Entry No. 13541243 in Book 11104 at Page 76.

40. License Agreement by and between the Utah & Salt Lake Canal Company, a Utah non-profit corporation, Forestar (USA) Real Estate Group Inc., a Delaware corporation and Magna Metro Township, dated March 16, 2021 and recorded March 18, 2021 as Entry No. 13601623 in Book 11138 at Page 9150.
41. Subject to the following matters disclosed on that certain survey prepared by Ensign Engineering, having been certified under the date of June 15, 2021, as Job No. 8106E, by Patrick M. Harris, a Professional Land Surveyor holding License No. 286882:
  - a. Various utility lines and/or facilities lying outside of recorded easements

WHEN RECORDED, RETURN TO:  
D.R. Horton, Inc.  
12351 South Gateway Park Place, Suite D-100  
Draper, UT 84020  
Attn: Boyd Martin, Division President

Please mail tax notice to Grantee  
at the address listed below

First American Title  
National Commercial Services  
NCS File # 1106922

*Space above for County Recorder's Use*  
Portions of Tax Serial Nos. 20-05-126-001-  
0000 and 20-05-300-007-4001

### SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (the “**Deed**”), entered into and to be effective as of the ~~25<sup>th</sup>~~ day of February, 2022, by and between KENNECOTT UTAH COPPER LLC, a Utah limited liability company formerly known as Kennecott Utah Copper Corporation, as Grantor, with an address of 4700 W. Daybreak Parkway, Suite 3S, South Jordan, UT 84095, and D.R. HORTON, INC., a Delaware corporation, as Grantee, whose address is 12351 South Gateway Park Place, Suite D-100, Draper, UT 84020, Attn: Boyd Martin, Division President, with reference to the following:

A. Grantee, as buyer, and Grantor, as seller, are parties to that certain Real Property Purchase and Sale Agreement dated effective December 8, 2017, as amended by the Reinstatement and First Amendment to Purchase and Sale Agreement with an effective date of June 4, 2018, the Second Amendment to Purchase and Sale Agreement with an effective date of July 9, 2018, the Third Amendment to Purchase and Sale Agreement with an effective date of December 28, 2018 (the “**Third Amendment**”), the Fourth Amendment to Purchase and Sale Agreement with an effective date of February 1, 2019, the Fifth Amendment to Purchase and Sale Agreement with an effective date of March 21, 2019, the Sixth Amendment to Purchase and Sale Agreement with an effective date of July 30, 2019, the Seventh Amendment to Purchase and Sale Agreement with an effective date of November 20, 2019, the Eighth Amendment to Purchase and Sale Agreement with an effective date of May 24, 2021, and the Ninth Amendment to Purchase and Sale Agreement with an effective date of February 16, 2022 (collectively, the “**Purchase Agreement**”), whereby Grantee has the right to purchase certain unimproved real property located in Salt Lake County, State of Utah (“**Property**”) more particularly described on Exhibit A attached hereto and made a part hereof.

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

1. Conveyance. FOR THE SUM OF TEN DOLLARS, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the covenants in this Deed, Grantor hereby conveys and warrants against all claiming by, through or under it to Grantee, the Property subject to the reservations, covenants, conditions and restrictions set forth herein. Grantor hereby reserves any and all water and water rights, if any, however evidenced and whether or not appurtenant to the Property, relating to or connected with the Property, including stock in water companies.

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

3. Condition of Property.

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

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

(c) Grantee represents to Grantor that Grantee has conducted such investigations of the Property, as Grantee deems necessary or desirable to satisfy itself as to any matter relating to the Property and will rely solely upon same and not upon any information provided by or on behalf of Grantor and/or the Grantor Parties, with respect thereto. By accepting this Deed, Grantee shall assume the risk that adverse matters regarding the Property may not have been revealed by Grantee’s investigations, and Grantee shall be deemed, on behalf of itself and on behalf of its transferees and their respective successors and assigns, except as otherwise provided

in the Purchase Agreement, to waive, relinquish, release and forever discharge Grantor and the Grantor Parties from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including attorneys' fees) of any and every kind or character, known or unknown, by reason of or arising out of the Property.

(d) As used herein,

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

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

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

Substances specifically includes asbestos, polychlorinated biphenyls, radioactive materials including naturally occurring radionuclides, petroleum and petroleum-based derivatives, and urea formaldehyde.

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

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

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

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

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

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

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

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

[SIGNATURE PAGES FOLLOW]



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

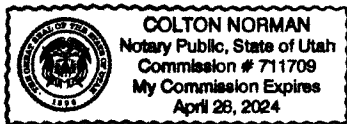
**KENNECOTT UTAH COPPER LLC**, a Utah limited liability company

*Jeff Armington*  
Approved as to form by RT Legal

By: *[Signature]*  
Print Name: Mark Goodwin  
Title: GM FINANCE

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

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of February, 2022, by Mark Goodwin, as GM Finance of **KENNECOTT UTAH COPPER LLC**, a Utah limited liability company.



*Colton Norman*  
NOTARY PUBLIC  
Residing at: Salt Lake County, UT

My Commission Expires: April 28, 2024

[SIGNATURES CONTINUE ON FOLLOWING PAGE]



**EXHIBIT A  
TO  
SPECIAL WARRANTY DEED**

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(Legal Description of Property)

**PARCEL A:**

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

Beginning at a point on the West Valley City Boundary Line as defined on Hercules Annexation to West Valley City, recorded as Entry No. 4603394, in Book 88-3, at Page 21, in the Office of the Salt Lake County Recorder, said point also being West 868.48 feet along the Section Line and South 33.79 feet from the South Quarter Corner of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running thence North 85°51'59" West 84.71 feet; thence North 89°40'50" West 347.77 feet; thence North 00°19'10" East 33.00 feet; thence South 89°40'50" East 288.42 feet; thence Easterly 94.22 feet along the arc of a 560.00 foot radius curve to the left (center bears North 21°56'53" East and the chord bears South 72°52'19" East 94.11 feet with a central angle of 09°38'24"); thence South 77°41'31" East 54.98 feet to the point of beginning.

Contains 11,383 Square Feet or 0.261 Acres.

**PARCEL B:**

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

Beginning at a point on the West Valley City Boundary Line as defined on Hercules Annexation to West Valley City, recorded as Entry No. 4603394, in Book 88-3, at Page 21, in the Office of the Salt Lake County Recorder, said point also being West 444.00 feet along the Section Line and North 35.48 feet from the South Quarter Corner of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running thence South 00°15'37" West 75.60 feet; thence South 81°00'00" West 10.61 feet; thence Westerly 111.57 feet along the arc of a 300.00 foot radius curve to the right (center bears North 09°00'00" West and the chord bears North 88°20'45" West 110.93 feet with a central angle of 21°18'29"); thence North 77°41'02" West 358.90 feet; thence South 89°41'51" East 472.36 feet to the point of beginning.

Contains 22,723 Square Feet or 0.522 Acres.