

WHEN RECORDED, RETURN TO:

Tyson Fresh Meats, Inc.
2200 W. Don Tyson Parkway
Springdale, AR 72762
Attn: Senior Vice President, Case Ready
UW - 10007

DECLARATION OF RESTRICTIVE USE COVENANT

THIS DECLARATION OF RESTRICTIVE USE COVENANT (this "Declaration") is made as of the 27 day of September, 2019 (the "Effective Date"), by and between OQUIRRH WOOD RANCH, LLC, a Utah limited liability company ("OWR"), and TYSON FRESH MEATS, INC., a Delaware corporation ("Tyson").

WHEREAS, Tyson is the owner of that certain parcel of real property located in Utah County, Utah, the legal description of which is attached hereto as Exhibit A and incorporated herein by this reference (the "Benefited Property");

WHEREAS, OWR is the owner of that certain parcel of real property located in Utah County, Utah adjacent to the Benefited Property, the legal description of which is attached hereto as Exhibit B and incorporated herein by this reference (the "Burdened Property");

WHEREAS, the Burdened Property is approximately 500 yards from the Benefited Property; and

WHEREAS, contemporaneously with the execution of this Declaration, OWR conveyed (or caused to be conveyed) the Benefited Property to Tyson and, as part of and as a condition to such conveyance, the parties agreed to fix and establish certain use restrictions regarding the Burdened Property, as set forth in this Declaration.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and conditions herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby make and declare the following restrictions:

1. OWR covenants and agrees that OWR shall take no action to cause the Burdened Property to be rezoned for residential or similar use (the "Restrictive Covenant"). In the event OWR has knowledge of (or learns of) any inquiry or attempt by any other person or entity, including any applicable government or municipal body or agency, to rezone the Burdened Property for residential or similar use, OWR shall provide Tyson with prompt written notice thereof and, if requested by Tyson, use its best efforts to assist Tyson in opposition of such action.

2. OWR, as the owner of the Burdened Property, acknowledges that any breach of the Restrictive Covenant shall cause irreparable harm to the owner(s) of the Benefitted Property, and the owner(s) of the Benefitted Property shall have the right to enforce the terms and conditions of this Declaration and shall have the right to seek temporary and permanent injunctive relief against the offending party to prevent a threatened or then current violation of this Declaration. The owner(s) of the Benefitted Property shall also be entitled to seek damages for breach of this Declaration. All of the remedies permitted or available to the owner(s) of the Benefitted Property under this Declaration shall be cumulative and not alternative to any other remedies available at law or in equity, and an invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

3. This Declaration contained herein is personal to Tyson and shall not run with the Benefitted Property upon a transfer of the Benefitted Property, except to a parent, affiliate or subsidiary of Tyson. The Declaration contained herein shall run with the Burdened Property upon a transfer of the Burdened Property and will bind and inure to any and all heirs, executors, administrators, successors and assigns.

4. OWR and Tyson confirm and ratify the matters contained and referred to in the recitals to this Declaration.

5. If any clause, sentence or other portion of this Declaration shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion hereof shall remain in full force and effect, to the maximum extent permitted by law.

6. If the owner of the Benefitted Property or the owner or occupant of any portion of the Burdened Property against whom the rights of this Declaration are being asserted shall deem it necessary to commence any action or proceeding or to employ an attorney to enforce or defend its rights hereunder, the substantially prevailing party shall be entitled to its fees and costs in connection therewith, including, without limitation, attorneys' fees and court costs.

7. Unless otherwise expressly stated herein, this Declaration may not be modified, amended or terminated as to the Benefitted Property or any portion of the Burdened Property without the prior written consent of (a) the owner of the Benefitted Property and (b) the owner of such portion of the Burdened Property, or their respective successors and assigns.

8. This Declaration shall be in addition to and shall supplement any covenants, conditions and restrictions affecting the Burdened Property as of the Effective Date.

9. Any notice required or permitted under the terms of this Declaration shall be in writing and shall be delivered either by: (a) personal delivery, (b) a nationally-recognized overnight courier, or (c) registered or certified mail, return receipt requested, postage prepaid. Overnight delivery or mailed notices shall be addressed to the parties at the addresses listed below. The addresses of the parties are as follows:

If to Tyson: Tyson Fresh Meats, Inc.
2200 W. Don Tyson Parkway
Springdale, AR 72762
Attn: Senior Vice President, Case Ready

With a copy to Tyson Foods, Inc.
2200 W. Don Tyson Parkway
Springdale, AR 72762
Attn: Law Department

If to OWR: Oquirrh Wood Ranch, LLC
14034 S. 145 E., Ste. 204
Draper, UT 84020
Attn: Nathan Shipp

With a copy to: Ray Quinney & Nebeker, PC
36 South State Street, Ste. 1400
Salt Lake City, UT 84111
Attn: Allison Behjani, Esq.

Any notice shall be deemed properly given and received: (i) when actually given and received, if delivered by personal delivery, (ii) one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit, or (iii) three (3) business days after the same is deposited in the United States Mail, as evidenced by a return receipt. Any party may change its address for the giving of notice by notice hereunder.

10. This Declaration shall be construed and interpreted in accordance with the laws of the State of Utah.

11. This Declaration may be executed in counterparts, each of which shall be deemed an original, and both of which together shall constitute one (1) and the same instrument.

[Signatures appear on following pages]

TYSON:

TYSON FRESH MEATS, INC.,
a Delaware corporation

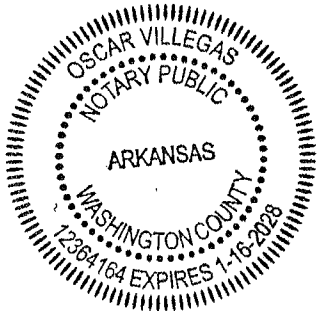
By: [Signature]
Name: Nathan Hedre
Title: Senior Vice President

STATE OF ARKANSAS)
) SS
COUNTY OF WASHINGTON)

Before me, a notary public in and for the state of Arkansas, on this 26 day of September, personally appeared Nathan Hedre, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Senior VP of Tyson Fresh Meats, Inc., a Delaware corporation.

Dated: 9/26/2019

(seal)



[Signature]

Printed Name of Notary Public:

Oscar Villegas

My Commission Expires:
1/16/2028

**EXHIBIT A
TO
DECLARATION OF RESTRICTIVE USE COVENANT**

Legal Description of Benefited Property

LOT 1 of TYSON SUBDIVISION, according to the official plat thereof on file with the Utah County Recorder's Office.

[Legal description to be inserted]

**EXHIBIT B
TO
DECLARATION OF RESTRICTIVE USE COVENANT**

Legal Description of Burdened Property

Industrial Zone Description:

A parcel of land located in Section 16, and the Southeast Quarter of Section 17, Township 6 South, Range 2 West, Salt Lake Base and Meridian, Located in Eagle Mountain, Utah and being within the Oquirrh Wood Ranch, LLC. parcel and being more particularly described as follows:

Beginning at the Section corner common to Sections 8, 9, 17, & 16, said point also being the Northwest corner of the proposed Tyson Subdivision and the current boundary of Eagle Mountain City and the Town of Cedar Fort; and running thence South 89°22'38" East, along the section line, a distance of 2667.03 feet, to the Quarter Corner common to Sections 9 and 16; thence South 89°23'05" East, along the section line, a distance of 675.99 feet; thence South 0°25'24" West, a distance of 668.22 feet, to the Oquirrh Wood Ranch LLC. Parcel; thence along the lines of said parcel the following six (6) courses: (1) North 89°22'02" West, a distance of 670.02 feet; (2) South 1°27'14" West, a distance of 668.01 feet; (4) South 89°20'57" East, a distance of 673.20 feet; (5) South 1°11'14" West, a distance of 2006.50 feet; (6) North 89°21'48" West, a distance of 1334.00 feet; (7) South 1°11'29" West, along said east line and the projection thereof, a distance of 1628.21 feet, to the north line of proposed Pole Canyon Boulevard; thence westerly along said north line, the following three (3) courses: (1) North 59°02'36" West, a distance of 1606.76 feet; (2) along the arc of a 1076.00 foot radius curve to the left, through a central angle of 30°36'09", a distance of 575.34 feet, the long chord of which bears North 74°21'40" West, a distance of 568.51 feet; (3) North 89°40'45" West, a distance of 1328.50 feet, to the North-South 1/16th line of the Southeast Quarter of said Section 17; thence North 0°30'30" East, along said North-South 1/16th line, a distance of 1338.83 feet, to the East-West Center Quarter line of said Section 17; thence South 89°50'57" East, along said Center Quarter Line, a distance of 1325.46 feet, to the Quarter Corner common to said Section 16 and 17; thence North 0°25'24" East, along the Section line, a distance of 2668.92 feet, to the point of beginning.

Contains: 14,511,087 Sq. Ft. or 333.129 acres.