

14

WHEN RECORDED, RETURN TO:  
Magna Water District  
P.O. Box 303  
Magna, Utah 84044-0303  
Attn: Terry Pollock, General Manager

13057350  
08/22/2019 03:41 PM \$0.00  
Book - 10819 Pg - 6242-6255  
RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
MAGNA WATER DISTRICT  
PO BOX 303  
MAGNA UT 84044-0303  
BY: DCP, DEPUTY - WI 14 P.

Please mail tax notice to Grantee  
at the address listed below

Portion of Tax Parcel No. 20-05-300-004-4002  
Space above for County Recorder's Use

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED (the "Deed"), to be effective as of the 5 day of March, 2019 (the "Effective Date"), by and between KENNECOTT UTAH COPPER LLC, a Utah limited liability company formerly known as Kennecott Utah Copper Corporation, as Grantor, with an address of 4700 W. Daybreak Parkway, Suite 3S, South Jordan, UT 84009, and MAGNA WATER DISTRICT, a political subdivision of the State of Utah, as Grantee, whose address is 8885 West 3500 South, Magna, UT 84044, with reference to the following:

**RECITALS:**

A. Grantee, as buyer, and Grantor, as seller, are parties to that certain Secondary Water Dedication Credits Agreement for Reservoir Site and Pipeline Easement dated March 5<sup>th</sup>, 2019 (the "Agreement"), whereby Grantee has the right to purchase certain unimproved real property located in Salt Lake County, State of Utah (the "Property").

B. Pursuant to the Agreement, Grantee agreed, among other things, to limit use of the Property for a secondary irrigation water reservoir, and to protect the Grantor's use of its retained lands located adjacent to or near the Property ("**Grantor Lands**") and more particularly described on Exhibit B attached hereto and made a part hereof.

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 more particularly described on Exhibit A attached hereto and made a part hereof, subject to the reservations, covenants, conditions and restrictions set forth in this Deed. Grantor hereby reserves any and all (a) minerals and subsurface rights of any kind whatsoever provided any mining does not materially interfere with the stability of the Grantee's water storage tank, and (b) 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. Reservations. 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 Agreement.

3. Limited Use of Property. Grantee hereby covenants and agrees that it shall utilize the Property solely for the purpose of constructing, maintaining and operating a secondary irrigation water reservoir having a capacity of approximately 20-acre feet. Grantee further covenants and agrees that no portion of the Property shall be used for residential housing, lodging or other overnight use or occupation including, without limitation, the legal or de facto subdivision of the Property into lots or parcels, the placement or construction of any residential buildings, structures, or similar improvements except with the advance written approval of Grantor. The parties expressly agree that the foregoing covenants and use restrictions shall run with the Property for a period of twenty (20) years after the Effective Date for the benefit of the Grantor Lands, and be binding on Grantee and its successor and assigns for the benefit of Grantor and its successor and assigns.

4. Transfer of Property by Grantee. Grantee hereby covenants and agrees that the Property shall not thereafter be sold or otherwise disposed of by Grantee, provided however that Grantee shall be free, in its sole discretion, to transfer ownership and/or control of the Property to another governmental entity within the State of Utah, subject to the covenants and restrictions in this Deed and the Agreement. The parties expressly covenant and agree that the foregoing covenants and transfer restrictions shall run with the Property for the benefit of the Grantor Lands, and be binding not only on Grantee, but on any successor in interest of Grantee, or any party taking title through Grantee. Grantee shall include in any deed or other instrument conveying or transferring an interest in the Property provisions substantially similar to those contained in this Deed (including Sections 1 through 7), such that the transferee under such deed or instrument shall be bound by those provisions to the same extent as Grantee. Grantee also agrees that Grantor, its successors and assigns, is a third party beneficiary of the covenants and restrictions contained in any such deed or instrument.

5. Condition of Property. Grantee hereby covenants and agrees that Grantee is acquiring the Property "AS IS AND WHERE IS, WITH ALL FAULTS," in its present state and condition as of the date of Closing. Grantee hereby acknowledges and agrees that there are no oral agreements, warranties or representations, collateral to or affecting the Property by Grantor, any agent, employee or representative of Grantor or any third party. Grantor shall not be liable or bound in any manner by any oral or written statements, representations or information pertaining to the Property furnished by any agent, employee, servant or other person, unless the same are specifically set forth or referred to in this Deed and/or the Agreement. Grantee assumes all responsibility for all liabilities and damages caused by, relating to or arising out of any condition of the Property or any liability relating thereto (including, without limitation, environmental investigation and remediation expenses), whether now existing or hereafter arising, and covenants and agrees to indemnify, defend and hold harmless Grantor and its parents, affiliates, subsidiaries, and their respective officers, agents, directors, and employees therefrom. Grantee further covenants and agrees not to bring any claims or causes of action against Grantor or its parents,

affiliates, subsidiaries, and their respective officers, agents, directors, and employees related to or arising out of any remediation to improve the soil conditions above agricultural standards.

6. 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.

7. Binding Effect. The parties expressly covenant and agree that the covenants and restrictions in this Deed shall benefit the Grantor Lands and burden the Property. The parties expressly covenant and agree that the covenants and restrictions in this Deed shall 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 shall extend to and be binding upon, and every benefit and burden hereof shall inure to or apply against, the parties hereto and their respective successors and assigns.

8. General Provisions. Grantee agrees that the failure of Grantor to insist upon the strict performance of any of the covenants, conditions and restrictions in this Deed shall not be construed as a waiver of any such covenants, conditions and restrictions or for any subsequent failure. This Deed is delivered pursuant to and is subject to the Agreement. In the event of any conflict between the terms of the Agreement and the terms of this Deed, the terms of the Agreement, which shall survive the execution and delivery of this Deed, and the rights of Grantor under such agreement, shall prevail. This Deed may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument.

[SIGNATURE PAGE FOLLOWS]

This Deed is executed and delivered to be effective on the Effective Date.

Approved as to form  
RTKC LEGAL DEPARTMENT  
By: [Signature]  
George J. Stewart  
Chief Counsel - US  
Date: 3/5/2019

**GRANTOR:**

KENNECOTT UTAH COPPER LLC, a Utah limited liability company formerly known as Kennecott Utah Copper Corporation

By: [Signature]  
Print Name: Marc Cameron  
Title: Managing Director RTK

**GRANTEE:**

MAGNA WATER DISTRICT, a political subdivision of the State of Utah

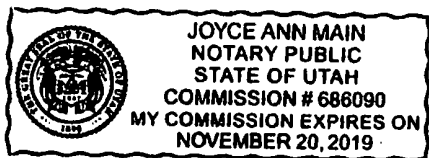
By: [Signature]  
Print Name: Terry L. Pollock  
Title: GENERAL MANAGER

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

The foregoing instrument was acknowledged before me this 5 day of March, 2019, by Marc Cameron, as Managing Director of KENNECOTT UTAH COPPER LLC, a Utah limited liability company.

[Signature]  
NOTARY PUBLIC  
Residing at: Salt Lake County, UT

My Commission Expires:  
November 20, 2019



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

The foregoing instrument was acknowledged before me this 13 day of March, 2019, by Terry L. Pollock, as GENERAL MANAGER of MAGNA WATER DISTRICT, a political subdivision of the State of Utah.

[Signature]  
NOTARY PUBLIC  
Residing at: West Jordan, Utah 84081

My Commission Expires:  
8/25/22



**EXHIBIT A  
TO  
SPECIAL WARRANTY DEED**

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Legal Description of Property

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, MAGNA, SALT LAKE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 32, THENCE NORTH 89°18'07" WEST 439.12 FEET ALONG THE SOUTH LINE OF SAID SECTION 32, THENCE NORTH 390.03 FEET TO THE NORTHEAST CORNER OF THE MAGNA WATER COMPANY PARCEL, ASSESSOR'S PARCEL NUMBER 14-32-300-002, AND THE POINT OF BEGINNING; THENCE NORTH 89°17'32" WEST 466.22 FEET; THENCE NORTH 00°42'40" EAST 416.00 FEET; THENCE SOUTH 89°17'32" EAST 466.22 FEET; THENCE SOUTH 00°42'40" WEST 80.57 FEET TO THE NORTHWEST CORNER OF THE ANDERSON PROPERTIES, LLC. PARCEL, ASSESSOR'S PARCEL NUMBER 14-32-300-006; THENCE CONTINUING SOUTH 00°42'40" WEST 335.43 FEET ALONG THE WEST LINE OF SAID ANDERSON PROPERTIES, LLC. PARCEL TO THE NORTHEAST CORNER OF SAID MAGNA WATER COMPANY PROPERTY AND THE POINT OF BEGINNING.

CONTAINS: 193,947 S.F. / 4.45 AC +/-

**EXHIBIT B  
TO  
SPECIAL WARRANTY DEED**

---

Legal Description of Grantor Lands

WESTERN RAILROAD RIGHT-OF-WAY AND THE WEST LINE OF 8400 WEST STREET (SR-111), SAID POINT LIES SOUTH 00°01'06" WEST 154.212 FEET ALONG THE QUARTER SECTION LINE AND WEST 71.000 FEET FROM THE CENTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 00°01'06" WEST 1775.114 FEET ALONG SAID WEST LINE TO THE NORTH LINE OF MAGNA WATER COMPANY PROPERTY; THENCE ALONG SAID MAGNA WATER COMPANY PROPERTY THE FOLLOWING (6) COURSES: 1) NORTH 89°40'50" WEST 373.317 FEET; 2) SOUTH 00°01'06" WEST 319.500 FEET; 3) NORTH 89°40'50" WEST 165.000 FEET; 4) SOUTH 00°01'06" WEST 250.000 FEET; 5) SOUTH 89°40'50" EAST 165.000 FEET; 6) SOUTH 00°01'06" WEST 140.000 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32; THENCE NORTH 89°40'50" WEST 1280.272 FEET ALONG SAID SOUTH LINE TO A LINE THAT IS 25' PERPENDICULARLY DISTANT NORTHEASTERLY FROM THE CENTER OF TRACKS OF THE BINGHAM & GARFIELD RAILROAD; THENCE ALONG SAID LINE 25' PERPENDICULARLY DISTANT NORTHEASTERLY FROM THE CENTER OF SAID TRACKS NORTH 43°48'26" WEST 237.280 FEET; THENCE NORTH 46°10'42" EAST 797.627 FEET TO A POINT ON A 1150.000 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS NORTH 43°49'18" WEST); THENCE ALONG THE ARC OF SAID CURVE 636.533 FEET THROUGH A CENTRAL ANGLE OF 31°42'49"; THENCE NORTH 14°27'53" EAST 204.339 FEET TO A POINT ON A 2833.000 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 14°27'53" EAST); THENCE ALONG THE ARC OF SAID CURVE 1095.560 FEET THROUGH A CENTRAL ANGLE OF 22°09'25"; THENCE NORTH 53°22'42" WEST 895.564 FEET; THENCE SOUTH 36°37'18" WEST 957.322 FEET TO A POINT ON A 1885.077 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 64°36'23" EAST), ALSO BEING A ON A LINE THAT IS 25' PERPENDICULARLY DISTANT NORTHEASTERLY FROM THE CENTER OF TRACKS OF THE BINGHAM & GARFIELD RAILROAD; THENCE ALONG SAID LINE 25' PERPENDICULARLY DISTANT NORTHEASTERLY FROM THE CENTER OF SAID TRACKS THE FOLLOWING (3) COURSES: 1) ALONG THE ARC OF SAID CURVE 403.974 FEET THROUGH A CENTRAL ANGLE OF 12°16'43"; 2) NORTH 13°06'54" WEST 549.112 FEET TO A POINT ON A 1935.077 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS SOUTH 76°53'06" WEST); 3) ALONG THE ARC OF SAID CURVE 17.629 FEET THROUGH A CENTRAL ANGLE OF 00°31'19" TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°13'38" EAST 276.811 FEET ALONG SAID SOUTH LINE; THENCE NORTH 591.131 FEET; THENCE WEST 532.590 FEET TO A LINE THAT IS 25' PERPENDICULARLY DISTANT NORTHEASTERLY FROM THE

CENTER OF SAID BINGHAM & GARFIELD RAILROAD AND A POINT ON A 1935.078 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, (RADIUS BEARS SOUTH 57°05'58" WEST); THENCE ALONG A LINE THAT IS 25' PERPENDICULARLY DISTANT NORTHEASTERLY FROM THE CENTER OF SAID TRACKS AND THE ARC OF SAID CURVE 386.212 FEET THROUGH A CENTRAL ANGLE OF 11°26'07" TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31; THENCE NORTH 00°26'42" EAST 427.906 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31; THENCE NORTH 89°44'49" EAST 1117.410 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31 TO THE SOUTHWESTERLY LINE OF SAID DENVER & RIO GRANDE WESTERN RAILROAD RIGHT-OF-WAY AND A POINT ON A 4347.280 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, (RADIUS BEARS NORTH 49°21'37" EAST); THENCE ALONG SAID SOUTHWESTERLY LINE AND THE ARC OF SAID CURVE 3229.522 FEET THROUGH A CENTRAL ANGLE OF 42°33'51" TO THE POINT OF BEGINNING.

WHEN RECORDED, RETURN TO:  
Magna Water District  
P.O. Box 303  
Magna, Utah 84044-0303  
Attn: Terry Pollock, General Manager

Please mail tax notice to Grantee  
at the address listed below

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Portion of Tax Parcel No. 20-05-300-004-4002  
Space above for County Recorder's Use

### SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (the "**Deed**"), to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2019 (the "**Effective Date**"), by and between KENNECOTT UTAH COPPER LLC, a Utah limited liability company formerly known as Kennecott Utah Copper Corporation, as Grantor, with an address of 4700 W. Daybreak Parkway, Suite 3S, South Jordan, UT 84009, and MAGNA WATER DISTRICT, a political subdivision of the State of Utah, as Grantee, whose address is 8885 West 3500 South, Magna, UT 84044, with reference to the following:

#### RECITALS:

A. Grantee, as buyer, and Grantor, as seller, are parties to that certain Secondary Water Dedication Credits Agreement for Reservoir Site and Pipeline Easement dated \_\_\_\_\_, 2019 (the "**Agreement**"), whereby Grantee has the right to purchase certain unimproved real property located in Salt Lake County, State of Utah (the "**Property**").

B. Pursuant to the Agreement, Grantee agreed, among other things, to limit use of the Property for a secondary irrigation water reservoir, and to protect the Grantor's use of its retained lands located adjacent to or near the Property ("**Grantor Lands**") and more particularly described on Exhibit B attached hereto and made a part hereof.

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 more particularly described on Exhibit A attached hereto and made a part hereof, subject to the reservations, covenants, conditions and restrictions set forth in this Deed. Grantor hereby reserves any and all (a) minerals and subsurface rights of any kind whatsoever provided any mining does not materially interfere with the stability of the Grantee's water storage tank, and (b) 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.

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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 Agreement.

3. Limited Use of Property. Grantee hereby covenants and agrees that it shall utilize the Property solely for the purpose of constructing, maintaining and operating a secondary irrigation water reservoir having a capacity of approximately 20-acre feet. Grantee further covenants and agrees that no portion of the Property shall be used for residential housing, lodging or other overnight use or occupation including, without limitation, the legal or de facto subdivision of the Property into lots or parcels, the placement or construction of any residential buildings, structures, or similar improvements except with the advance written approval of Grantor. The parties expressly agree that the foregoing covenants and use restrictions shall run with the Property for a period of twenty (20) years after the Effective Date for the benefit of the Grantor Lands, and be binding on Grantee and its successor and assigns for the benefit of Grantor and its successor and assigns.

4. Transfer of Property by Grantee. Grantee hereby covenants and agrees that the Property shall not thereafter be sold or otherwise disposed of by Grantee, provided however that Grantee shall be free, in its sole discretion, to transfer ownership and/or control of the Property to another governmental entity within the State of Utah, subject to the covenants and restrictions in this Deed and the Agreement. The parties expressly covenant and agree that the foregoing covenants and transfer restrictions shall run with the Property for the benefit of the Grantor Lands, and be binding not only on Grantee, but on any successor in interest of Grantee, or any party taking title through Grantee. Grantee shall include in any deed or other instrument conveying or transferring an interest in the Property provisions substantially similar to those contained in this Deed (including Sections 1 through 7), such that the transferee under such deed or instrument shall be bound by those provisions to the same extent as Grantee. Grantee also agrees that Grantor, its successors and assigns, is a third party beneficiary of the covenants and restrictions contained in any such deed or instrument.

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affiliates, subsidiaries, and their respective officers, agents, directors, and employees related to or arising out of any remediation to improve the soil conditions above agricultural standards.

6. 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.

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[SIGNATURE PAGE FOLLOWS]

This Deed is executed and delivered to be effective on the Effective Date.

**GRANTOR:**

KENNECOTT UTAH COPPER LLC, a Utah limited liability company formerly known as Kennecott Utah Copper Corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GRANTEE:**

MAGNA WATER DISTRICT, a political subdivision of the State of Utah

By: Terry L. Block  
Print Name: Terry L. Block  
Title: GENERAL MANAGER

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

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, as \_\_\_\_\_ of KENNECOTT UTAH COPPER LLC, a Utah limited liability company.

My Commission Expires: \_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this 13 day of March, 2019, by Terry L. Block, as GENERAL MANAGER of MAGNA WATER DISTRICT, a political subdivision of the State of Utah.

My Commission Expires: 8/25/22  
NOTARY PUBLIC  
Residing at: West Jordan, Utah 84081



**EXHIBIT A  
TO  
SPECIAL WARRANTY DEED**

---

Legal Description of Property

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, MAGNA, SALT LAKE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINS: 193,947 S.F. / 4.45 AC +/-

**EXHIBIT B  
TO  
SPECIAL WARRANTY DEED**

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Legal Description of Grantor Lands

WESTERN RAILROAD RIGHT-OF-WAY AND THE WEST LINE OF 8400 WEST STREET (SR-111), SAID POINT LIES SOUTH 00°01'06" WEST 154.212 FEET ALONG THE QUARTER SECTION LINE AND WEST 71.000 FEET FROM THE CENTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 00°01'06" WEST 1775.114 FEET ALONG SAID WEST LINE TO THE NORTH LINE OF MAGNA WATER COMPANY PROPERTY; THENCE ALONG SAID MAGNA WATER COMPANY PROPERTY THE FOLLOWING (6) COURSES: 1) NORTH 89°40'50" WEST 373.317 FEET; 2) SOUTH 00°01'06" WEST 319.500 FEET; 3) NORTH 89°40'50" WEST 165.000 FEET; 4) SOUTH 00°01'06" WEST 250.000 FEET; 5) SOUTH 89°40'50" EAST 165.000 FEET; 6) SOUTH 00°01'06" WEST 140.000 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32; THENCE NORTH 89°40'50" WEST 1280.272 FEET ALONG SAID SOUTH LINE TO A LINE THAT IS 25' PERPENDICULARLY DISTANT NORTHEASTERLY FROM THE CENTER OF TRACKS OF THE BINGHAM & GARFIELD RAILROAD; THENCE ALONG SAID LINE 25' PERPENDICULARLY DISTANT NORTHEASTERLY FROM THE CENTER OF SAID TRACKS NORTH 43°48'26" WEST 237.280 FEET; THENCE NORTH 46°10'42" EAST 797.627 FEET TO A POINT ON A 1150.000 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS NORTH 43°49'18" WEST); THENCE ALONG THE ARC OF SAID CURVE 636.533 FEET THROUGH A CENTRAL ANGLE OF 31°42'49"; THENCE NORTH 14°27'53" EAST 204.339 FEET TO A POINT ON A 2833.000 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 14°27'53" EAST); THENCE ALONG THE ARC OF SAID CURVE 1095.560 FEET THROUGH A CENTRAL ANGLE OF 22°09'25"; THENCE NORTH 53°22'42" WEST 895.564 FEET; THENCE SOUTH 36°37'18" WEST 957.322 FEET TO A POINT ON A 1885.077 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 64°36'23" EAST), ALSO BEING A ON A LINE THAT IS 25' PERPENDICULARLY DISTANT NORTHEASTERLY FROM THE CENTER OF TRACKS OF THE BINGHAM & GARFIELD RAILROAD; THENCE ALONG SAID LINE 25' PERPENDICULARLY DISTANT NORTHEASTERLY FROM THE CENTER OF SAID TRACKS THE FOLLOWING (3) COURSES: 1) ALONG THE ARC OF SAID CURVE 403.974 FEET THROUGH A CENTRAL ANGLE OF 12°16'43"; 2) NORTH 13°06'54" WEST 549.112 FEET TO A POINT ON A 1935.077 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS SOUTH 76°53'06" WEST); 3) ALONG THE ARC OF SAID CURVE 17.629 FEET THROUGH A CENTRAL ANGLE OF 00°31'19" TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°13'38" EAST 276.811 FEET ALONG SAID SOUTH LINE; THENCE NORTH 591.131 FEET; THENCE WEST 532.590 FEET TO A LINE THAT IS 25' PERPENDICULARLY DISTANT NORTHEASTERLY FROM THE

CENTER OF SAID BINGHAM & GARFIELD RAILROAD AND A POINT ON A 1935.078 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, (RADIUS BEARS SOUTH 57°05'58" WEST); THENCE ALONG A LINE THAT IS 25' PERPENDICULARLY DISTANT NORTHEASTERLY FROM THE CENTER OF SAID TRACKS AND THE ARC OF SAID CURVE 386.212 FEET THROUGH A CENTRAL ANGLE OF 11°26'07" TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31; THENCE NORTH 00°26'42" EAST 427.906 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31; THENCE NORTH 89°44'49" EAST 1117.410 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31 TO THE SOUTHWESTERLY LINE OF SAID DENVER & RIO GRANDE WESTERN RAILROAD RIGHT-OF-WAY AND A POINT ON A 4347.280 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, (RADIUS BEARS NORTH 49°21'37" EAST); THENCE ALONG SAID SOUTHWESTERLY LINE AND THE ARC OF SAID CURVE 3229.522 FEET THROUGH A CENTRAL ANGLE OF 42°33'51" TO THE POINT OF BEGINNING.