

When Recorded Return to:
Oban, LLC
84 West 4800 South, Suite 300
Murray, Utah 84107

Tax Serial Number: 14-33-32801-30000

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4/23/2020 1:51:00 PM \$176.00
Book - 10932 Pg - 2131-2192
RASHELLE HOBBS
Recorder, Salt Lake County, UT
US TITLE
BY: eCASH, DEPUTY - EF 62 P.

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
CALDER FIELD SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS ("Declaration"), dated April 14th, 2020, by OBAN, LLC, a Utah limited liability company (hereinafter called the "Declarant").

RECITALS

WHEREAS, Declarant is the owner of certain land located in Salt Lake County, Utah (the "County"), as shown on the plats entitled, "Calder Field Subdivision", and recorded among the Official Records of Salt Lake County (Official Records"), as Entry No. 13234690 in Book 2020P at Page 78, as amended from time to time (the "Plat").

WHEREAS, Declarant desires to subject the Property (defined below) and the lots located therein (the "Lots"), to the covenants, conditions, restrictions, and easements set forth below, which are for the purpose of protecting the value and desirability of the Property and the Lots.

WHEREAS, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the Covenants, Conditions, Restrictions, and Easements set forth below.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration (unless the context otherwise requires) shall have the following meanings:

1.1 "Builder" shall mean any person or entity which shall, in the ordinary course of such person's or entity's business, construct a dwelling on a Lot and sell or lease it to another person to occupy as such person's residence.

1.2 "Community" shall mean and refer to the community known as "Calder Field" located in Salt Lake County, Utah.

1.3 "Declarant" shall mean and refer to Oban, LLC, and any successor or assign thereof to whom it shall expressly (a) convey or otherwise transfer all of its right, title and interest in the Property as an entirety, without reservation of any kind; or (b) transfer, set over and assign all of its right, title and interest under this Declaration, or any amendment or modification thereof.

1.4 "Development Period" shall mean a period ending on the sooner to occur of

the following: (a) ten (10) years from the date this Declaration is recorded among the Official Records, or (b) the date Declarant or Builder no longer own any Lots in the Community.

1.5 "Property" shall mean and refer to all of the real property described in Exhibit "A" attached hereto.

1.6 "Record Owner" or "Owner" shall mean, refer to and include the person, firm, corporation, trustee, or legal entity, or the combination thereof, including contract sellers, holding the fee simple record title to a Lot, as said Lot is now or may from time to time hereafter be created or established, either in his, her, or its own name, as joint tenants, tenants in common, tenants by the entirety, or tenants in copartnership, if the Lot is held in such real property tenancy or partnership relationship. If more than one (1) person, firm, corporation, trustee, or other legal entity, or any combination thereof, hold the record title to any one (1) Lot, whether it is in a real property tenancy, or partnership relationship, or otherwise, all of the same, as a unit, shall be deemed a single Record Owner. The term "Record Owner," however, shall not mean, refer to or include any contract purchaser, nor the owner of any redeemable ground rent issuing out of any Lot nor shall it include a Mortgagee.

1.7 "Structure" means anything or device the placement of which upon the Property (or any part thereof) may affect the appearance of the Property (or any part thereof) including, by way of illustration and not limitation, any building, trailer, garage, porch, shed, greenhouse, bathhouse, coop or cage, covered or uncovered patio, clothesline, radio, television or other antenna or "dish", fence, sign, curbing, paving, wall, roadway, walkway, exterior light, landscape, hedge, trees, shrubbery, planting, signboard or any temporary or permanent living quarters (including any house trailer), or any other temporary or permanent improvement made to the Property or any part thereof. "Structure" shall also mean (i) any excavation, fill, ditch, diversion, dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across the Property, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across the Property, and (ii) any change in the grade of the Property (or any part thereof) of more than six (6) inches from that existing at the time of first ownership by a Record Owner hereunder other than the Declarant.

ARTICLE II

COVENANTS, CONDITIONS AND RESTRICTIONS

2.1 **LAND USE.** The Lots, except as hereinafter provided, shall be used for private and residential purposes only and in no event shall any dwelling be used at any time for any commercial purpose, provided however, that the foregoing shall not preclude a home-based business, as more fully described below. None of the Lots shall at any time be used for apartments or other types of multiple housing units; it being the intention of the Declarant that each and every one of the Lots be used solely for one (1) dwelling, and no other purposes, except such purposes as may be specifically reserved in the succeeding sections of this Declaration; and further, provided, that accessory dwellings may be permitted provided the same are allowable by applicable law (including,

without limitation, zoning laws) and the Architectural Review Committee has approved the same in accordance with the provisions below.

2.2 ADMINISTRATION; ARCHITECTURAL REVIEW COMMITTEE.

The Architectural Review Committee shall consist of either one (1) or three (3) persons who shall be appointed by the Declarant during the Development Period. Initially, Barry Gittleman, Jon Southern and Phil Mosher shall serve as the members of the Architectural Review Committee. The Declarant shall retain the sole right to appoint, augment or replace the entity or members of the Architectural Review Committee until the expiration of the Development Period; provided that Declarant may, at its sole option, grant the power to appoint such members in accordance with the provisions below in Section 2.2. At any time during the Development Period, the initial members of the Architectural Review Committee may be replaced for any reason (including death or resignation) with other individuals selected by the Declarant in its sole discretion. No members selected by Declarant need be Owners to serve on the Committee. All questions shall be decided by a majority of the members of the Architectural Review Committee, and such majority shall be necessary and sufficient to act in each instance and on all matters. Each member of the Architectural Review Committee now or hereafter appointed, shall act without compensation for services performed pursuant to this Declaration.

In the event of the death or resignation of a member of the Architectural Review Committee during the Development Period, the Declarant shall select a new member. During the Development Period, Declarant may, in his sole discretion, at any time, grant the powers and authority conferred upon the Declarant in this Section to Owners by notifying all Owners, in writing, of this election to make such grant. Not later than thirty (30) days following said written notice, Owners, at a meeting duly called by Declarant upon at least ten (10) days prior written notice, shall by majority vote (with each Lot allotted 1 vote), designate in writing three (3) members of the Architectural Review Committee, all of whom shall be at all times Owners.

Except as set forth above, within ninety (90) days after the Development Period has expired, Declarant shall send written notice to all Owners that the Development Period has expired and that new members of the Architectural Review Committee should be elected. At such meeting, each Owner shall vote for three (3) members of the Architectural Review Committee, provided that each Lot is allocated one (1) vote, irrespective of the number of Owners of such Lot. The three (3) persons receiving the highest number of votes at the meeting shall each receive a term of two (2) years. Each year, at least thirty (30) and no more than ninety (90) days prior to the end of the two (2) year term, the current members of the Architectural Review Committee shall send written notice of the meeting to elect new members to all Owners. At the meeting, the Owners shall elect the new members of the Architectural Review Committee in accordance with the preceding procedure set forth above in this paragraph.

After the Development Period has expired, in the event of the death or resignation of a member of the Architectural Review Committee, or in the event a Committee member shall cease to be an Owner, the remaining members of the Architectural Review Committee shall promptly name the new member in writing and in such event, all Owners shall be notified by the Architectural

Review Committee of the name of the new member.

2.3 **ARCHITECTURAL REVIEW.**

(a) No Structure (other than construction or development by, for or under contract with Declarant or Builder) shall be constructed on any Lot nor shall any addition (including awnings and screens), change, or alteration therein or thereto (including any retreatment by painting or otherwise of any exterior part thereof unless the original color and material are used) (collectively, "Alterations") be made to the exterior of any Structure and/or contour of any Lot, nor shall any work be commenced or performed which may result in a change of the exterior appearance of any Structure until the plans and specifications, showing the nature, kind, shape, dimensions, material, floor plans, color scheme, location, proposed topographical changes, the proposed construction schedule, and a designation of the party or parties to perform the work, have been submitted to and approved in writing by the Architectural Review Committee, its successors and assigns, and until all necessary permits and any other governmental or quasi-governmental approvals have been obtained. The approval of the Architectural Review Committee of any Structure or Alterations shall in no way be deemed to relieve the Record Owner of any Lot from its obligation to obtain any and all permits and approvals necessary for such Structure or Alterations. Both Calder Field, LLC and Oban, LLC have had their plans, elevations, and colors pre-approved and are not required to go through the ARC review process.

(b) The Architectural Review Committee shall consider applications for approval of plans and specifications upon the basis of conformity with this Declaration, applicable law and the design guidelines, if any, and shall be guided by the extent to which such proposal will insure conformity and harmony in exterior design and appearance, based upon, among other things, the following factors: the quality of workmanship; nature and durability of materials; harmony of external design with existing structures; choice of colors; changes in topography, grade elevations and/or drainage; the ability of the party or parties designated by the Record Owner to complete the Structure or Alterations proposed in accordance with this Declaration, including, without limiting the foregoing, factors of public health and safety; the effect of the proposed Structure or Alterations on the use, enjoyment and value of other neighboring properties, and/or on the outlook or view from adjacent or neighboring properties; and the suitability of the proposed Structure or Alterations with the general aesthetic appearance of the surrounding area.

(c) The Architectural Review Committee shall have the right to refuse to approve any such plans or specifications, including grading and location plans, which are not suitable or desirable in its opinion, for aesthetic or other considerations. Written requests for approval, accompanied by the foregoing described plans and specifications or other specifications and information as may be required by the Architectural Review Committee from time to time shall be submitted to the Architectural Review Committee by registered or certified mail or in person. The Architectural Review Committee shall make best efforts to approve or disapprove any plans within sixty (60) days of receipt thereof. All approvals must be in writing; provided, however, if requests are sent as provided herein, then if the Architectural Review Committee does not submit its decision within one hundred twenty (120) days from the date of receipt, then approval shall be implied.

Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Architectural Review Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance. The Architectural Review Committee shall have the right to charge a reasonable processing fee for such requests, which shall be retained by the Architectural Review Committee.

(d) Construction of Alterations in accordance with plans and specifications approved by the Architectural Review Committee pursuant to the provisions of this Article II shall be commenced within three (3) months following the date of approval and completed within six (6) months of commencement of the Alterations, or within such other period as the Architectural Review Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Architectural Review Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. After construction, all Structures and Alterations shall be maintained continuously in strict conformity with the plans and specifications so approved and all applicable laws.

(e) If any Structure is altered, erected, placed or maintained on any Lot other than in accordance with approved plans and specifications therefor and applicable law, such action shall be deemed to be a violation of the provisions of this Declaration and, promptly after the Architectural Review Committee gives written notice thereof to its Record Owner, such Structure shall be removed or restored to its condition prior to such action, and such use shall cease, so as to terminate such violation. If within thirty (30) days after having been given such notice, such Record Owner has not taken reasonable steps to terminate such violation, the Architectural Review Committee, and its agents, may enter upon such Lot and take such steps as are reasonably necessary to terminate such violation. Such Record Owner shall be personally liable for the cost thereof and, upon the failure of the Record Owner to pay such cost within ten (10) days after such Record Owner's receipt of written demand therefor from the Architectural Review Committee, the Architectural Review Committee may establish a lien therefor upon such Lot in accordance with and subject to the provisions of Utah law and/or any other available legal proceeding.

(f) Any member of the Architectural Review Committee, upon the occurrence of a violation of the provisions of this Declaration, and after the Architectural Review Committee gives written notice thereof to the Record Owner of the applicable Lot, at any reasonable time, may enter upon and inspect any Lot and the exterior of any Structure thereon to ascertain whether the maintenance, construction or alteration of such Structure or Alteration are in accordance with the provisions hereof.

(g) Upon completion of construction of any Structure or Alteration in accordance with the provisions hereof, the Architectural Review Committee, upon request of the applicant shall issue a Certificate of Compliance ("Certificate") identifying such Structure and the Lot on which such Structure is placed and stating that the Structure has been completed pursuant to the terms hereof. The Certificate shall be retained in the records of the Architectural Review Committee. Any

Certificate issued pursuant hereto shall be prima facie evidence of the facts therein stated, and as to any title insurer, such Certificate shall be conclusive evidence that all Structures on the Lot noted in the Certificate complies with the provisions hereof.

2.4 **SWIMMING POOLS.** In-ground pools, spas and Jacuzzi shall be permitted on any Lot if the same have been approved in advance by the Architectural Review Committee in its sole and absolute discretion, in accordance with the provisions hereof.

2.5 **TEMPORARY STRUCTURES; BUILDINGS; OUTSIDE STORAGE.** No Structure of a temporary character, including, without limitation, a trailer, tent, shack, garage, children's play equipment, barn, pen, kennel, run, stable, outdoor clothes dryer or other building shall be erected, used (for any purpose whatsoever) or maintained on any Lot at any time, without the prior written consent of the Architectural Review Committee, except that during the construction process of dwellings, a temporary building or structure may be erected, installed or maintained on a Lot with the prior written approval of the Architectural Review Committee, including the approval of the Structure's location and appearance and further, provided such temporary structures shall be removed immediately after completion of such construction, and that portion of the Lot from which the same is removed shall be promptly placed in such condition as is otherwise required by this Declaration. Except during construction, no materials, supplies, equipment, finished or semi-finished products or articles of any nature shall be stored on any area outside of a building unless approved in advance in accordance with Section 2.3 above.

Any permitted outside storage shall be screened by a solid visual barrier so as not to be visible from neighboring property, provided, however, that during construction of improvements on any Lot, necessary construction materials and supplies may be stored on the Lot without the need for a solid visual barrier providing such materials and supplies are kept in neat order considering the construction activities. The Architectural Review Committee is authorized to designate the areas and manner in which supplies of building materials and construction equipment shall be stored and the routes construction vehicles may use. All such designations shall be reasonable.

In addition, nothing herein shall preclude an Owner from placing upon its Lot reasonably sized garden sheds, greenhouses or other similar accessory structures approved in advance by the Architectural Review Committee. All sheds shall be on the Lot and shall be of materials harmonious with the exterior of the dwelling. Permanent basketball apparatus shall be prohibited on any Lot. Temporary basketball apparatus shall be prohibited on any Lot unless the Architectural Review Committee decides to permit the same, in its sole and absolute discretion.

2.6 **ANIMALS.** No animal, livestock, poultry or fowl of any kind other than a reasonable number of generally recognized house pets, shall be maintained on or in any Lot or dwelling and then only if they are kept or raised thereon solely as domestic pets and not for commercial purposes. No house pets shall be permitted to make an unreasonable amount of noise or create a nuisance. No Structure for the care, housing or confinement of any permitted pet shall be visible from neighboring property. The Architectural Review Committee shall have the right by Rules and Regulations or otherwise to determine what shall constitute a generally recognized house

pet and shall limit the number of house pets to four (4) per Lot.

2.7 **NUISANCES.** No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done or placed thereon which may become an annoyance or nuisance to the neighborhood or any adjoining property owners. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such properly maintained and operated devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any dwelling or upon the exterior of any other Structure constructed upon any Lot. No snowmobiles, go-carts, motorbikes, trail bikes, other loud-engine recreational vehicles or skateboard ramps shall be run or operated upon any Lot or upon any roadways serving the Property, which create an annoyance or nuisance to the Community.

2.8 **NEAT APPEARANCE.** Owners shall, at all times, maintain their Lots and all appurtenances thereto in good repair and in a state of neat appearance, including but not limited to, the seeding, watering and mowing of all lawns and yards, keeping all sidewalks, if any, neat, clean and in good repair, and free of ice and snow, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all Structures on the Lot, all in a manner and with such frequency as is consistent with good property management and maintenance. If, in the opinion of the Architectural Review Committee, any Owner fails to perform the duties imposed hereunder, the Architectural Review Committee, on affirmative action of a majority of the Owners, after fifteen (15) days written notice to such Owner to remedy the condition in question, and upon failure of the Owner to remedy the condition, the Architectural Review Committee or its duly authorized representatives shall have the right (but not the obligation), to enter upon the Lot in question and to repair, maintain, repaint and restore the Lot and the improvements or Structures thereon, and the cost thereof shall be a binding, personal obligation of such Owner, and may be enforced under applicable law.

2.9 **VEHICLES.** As used in this Section: (a) "Motor Vehicle" means a car, van, sport utility vehicle, bus, truck, recreational vehicle, motor home, motorcycle, all-terrain vehicle, utility vehicle, pickup truck or other motor vehicle; (b) "Recreational Vehicle" means any (1) boat, boat trailer, camp truck, camp trailer, golf cart, house trailer, personal watercraft, snowmobile, recreational bus or similar vehicle, motor home, camper van or all-terrain vehicle, or (2) other powered or unpowered vehicle designed primarily for use for sports or recreational purposes; and (c) and "Streets" means the streets shown on any Plat of the Property.

No mobile home, travel trailer, tent trailer, trailer, camper shell, boat trailer or other similar equipment may be parked, kept or stored on any Lot so as to be visible from neighboring property, except with the written approval and limiting stipulations of the Architectural Review Committee, which shall include provision for mandatory screening and placement of any such equipment or vehicle, but in no event may any such equipment or vehicle be placed in any front yard, driveway, or driveway-apron area. No mobile home, travel trailer, tent trailer, trailer, camper shell, boat trailer or other similar equipment or vehicle may be parked, kept or stored on the Streets, except that the Architectural Review Committee may adopt Rules and Regulations governing the subject matter and further restricting such parking or establishing limited exceptions thereto, such as

for loading and unloading, emergencies, and the like.

Recreational Vehicles owned or leased by an Owner or resident may be parked in the driveway on a Lot for the purpose of loading or unloading, subject to such limitations as may be established by the Architectural Review Committee; provided that Recreational Vehicles may not be parked on any Street or sidewalk in the Community at any time.

Except for emergency repairs, no Motor Vehicle be constructed, restored or repaired on a Lot at a location visible from outside a garage or other building thereon or any neighboring property, other than minor repairs such as oil, filter, battery, belt, wiper, light and tire changes, or emergency repairs which cannot reasonably be performed elsewhere, in each case if performed (1) on a Motor Vehicle owned by an Owner or resident of, and customarily kept on, such Lot, (2) using all appropriate environmental safeguards, and (3) in a continuous and timely manner. With respect to any Motor Vehicle parked on the Streets, any such Motor Vehicle shall be operable, current on registration and licensing and maintained in a first-class condition and such Motor Vehicle may not be parked on the Streets for any longer than seventy-two (72) hours at a time.

The Architectural Review Committee shall have the right and power to adopt Rules and Regulations governing and further restricting the parking of Motor Vehicles on Lots or the Streets and implementing the provisions of this Section and establishing certain exceptions that may in certain cases be warranted. In the event of any conflict or inconsistency between the provisions of this Section and the rules and regulations adopted by the Architectural Review Committee, the provisions of this Section shall control.

Further, a Commercial Vehicle may be parked on a driveway if such Vehicle is located on the driveway for the purpose of rendering a service to the Owner or resident of the Lot and further, provided, such Commercial Vehicle is not stored on the driveway any longer than six (6) hours on any particular day. The Architectural Review Committee may promulgate such additional Rules and Regulations in this regard as it deems necessary or desirable.

The provisions of this Section 2.9 shall not be applicable to Declarant or Builder during the Development Period.

2.10 **SIGNAGE.** No advertising, for sale or display signs of any character shall be placed or maintained by Owners on any part of the Property or on any dwelling or Structure, except for:

- (a) Signage deemed necessary and appropriate by the Declarant or its successors and assigns (or any Builder if Declarant has consented in writing);
- (b) signs required by legal proceedings;
- (c) a maximum of 2 identification signs for dwellings, each with a maximum face area of 576 square inches (i.e., standard "For Rent" sign size) or less;

(d) such other signs as the Rules and Regulations may permit, including signs necessary for marketing, rentals, and sales by Declarant and Builder; and

(e) Any signs approved by Declarant during the Development Period.

Builder shall have permission to install "for sale" and marketing signs on their lots. The foregoing restrictions shall be subject to such limitations and privileges as are established at law, including for the placement of political signs and signs pertaining to candidates for political office or to other such protected matters.

After providing notice to any Owner that a sign is in violation of the governing documents, the Architectural Review Committee has the right to remove such signs from the Common Areas or the Lot and to dispose of such signs. The Architectural Review Committee has an easement over any Lot for this express purpose and in exercising its easement rights is not guilty of trespassing.

2.11 **LIGHTING AND WIRING.** The exterior lighting on Lots shall be directed downward and shall not be directed outward from, or extend beyond, the boundaries of any Lot. All wiring on any Lot shall be underground.

2.12 **ANTENNAE AND DISHES; SOLAR DEVICES.** No television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Lot, in any dwelling, or upon any improvements thereon, except that this prohibition shall not apply to those antennae specifically covered by 47 CFR Part 1, Subpart S, Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time.

The Architectural Review Committee shall be empowered to adopt rules governing the types of antennae that are permissible hereunder, and to establish reasonable, non-discriminatory restrictions relating to location and safety of antenna structures.

To the extent that reception of an acceptable signal would not be impaired, an antenna permissible pursuant to the provisions herein may only be installed in a side or rear yard location, not visible from neighboring property, or integrated with the dwelling and surrounding landscaping to prevent or limit such visibility. Antennae shall be installed in compliance with all applicable laws and regulations.

Notwithstanding the foregoing, nothing herein shall limit the placement of antennas, microwave reception or communication equipment, fiber optic facilities, or other such equipment which Declarant may approve.

No solar heating or cooling equipment or other visible solar device may be installed or erected without approval of the Architectural Review Committee, which shall give due regard to

state law restricting the limitation of such devices. To the extent permitted by law, any such equipment installed on a dwelling or on a Lot shall be designed to integrate into the architecture of the improvements upon the Lot or into the dwelling and shall not detract from the aesthetics of the improvements.

2.13 **CLOTHESLINES.** No outside clotheslines or other facilities for drying or airing clothes shall be placed on any Lot, without the prior written consent of ARC, unless they are not visible from neighboring property.

2.14 **INTENTIONALLY OMITTED.**

2.15 **TRAFFIC VIEW, YARDS; FENCES AND WALLS; LANDSCAPING.** No Structure, landscaping, shrubbery or any other obstruction shall be placed on any Lot so as to block the clear view of traffic on any streets, nor shall any planting be done on any corner Lots closer than twenty feet (20') from either street line that will exceed three (3) feet in height (except shade trees which shall be trimmed so that a clear view may be maintained to the height of eight (8) feet). No lawn ornaments or improvements of any kind shall be erected, placed or planted without the prior approval of the Architectural Review Committee. No fence, wall or other similar enclosure may be built on any Lot, except a fence, which includes a side yard fence on a corner Lot. The fence shall not extend past the front corner of the house and shall not exceed six (6) feet in height and shall not impede surface drainage. The height restriction shall apply to enclosures of patios and open gardens, privacy screens and work area screens or to any required height of fences surrounding any approved in-ground pools, but shall not apply to retaining walls required by topography, where such enclosures are approved in advance by the Architectural Review Committee; provided they do not extend beyond the minimum building lines to any Lot line, and further, provided, that they are located to the rear of the front face of the Structure. Under no circumstances, however, may such enclosures exceed a height of six (6) feet. No fences, walls or hedges shall be erected or placed nearer to any street Lot line than the minimum building line. Such enclosures may extend beyond the minimum building line to a Lot line, provided any such enclosure is fifty percent (50%) "see-through." All gates must open inward onto a Lot and shall not open onto another Lot. All fences and walls (except such fences and walls as may be installed and/or constructed by Declarant or Builder simultaneously with the initial construction of a dwelling on a Lot by Declarant or Builder in accordance with plans and specifications approved by Declarant) must receive the prior written approval of the Architectural Review Committee. Any such fence or wall shall be decorative in character (rail, picket, etc.), and not of chain link or chicken wire, except for wire mesh behind a vinyl fence. The foregoing restriction shall not be construed to prohibit the growth of an ornamental hedge fence, which shall be kept neatly trimmed, and shall be trimmed to a hedge of not more than three (3) feet in the front yard of any Lot and the side yard of corner Lots.

In addition to any other provisions herein, no later than twelve (12) months after settlement of a Lot, each Owner shall be responsible to fully landscape the front yard of such Lots (which is deemed to include the area between the front façade of the dwelling to the back of the curb) and in particular, each Owner shall install a minimum of sod and landscaping (i.e., trees and shrubs) in the front yard. Further, each front yard must have a minimum of forty percent (40%) live

plant material, which includes sod, and contain a minimum of one (1) deciduous tree in addition to the trees located in the park strip. Plant material shall be placed in a manner which highlights home entrances, and screen utilities and the foundation of the dwelling. In addition, a functioning irrigation system shall be required for all landscaped areas.

2.16 **SUBDIVISION**. No Lot shall be divided or subdivided and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose; provided, however, this shall not prohibit transfers of parts of Lots between adjoining Lot Owners where the transfer is not for the purpose of creating a new building Lot. The provisions of this subsection shall not apply to the Declarant and, further, the provisions hereof shall not be construed to prohibit the granting of any easement or right-of-way to any person for any purpose.

2.17 **TRASH AND OTHER MATERIALS**. No garbage or trash shall be allowed, stored or placed on a Lot, except in sanitary, covered containers. In no event shall such containers be visible from neighboring property, except for a reasonable time immediately prior to and after collection. All trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon. The Architectural Review Committee may establish Rules and Regulations as to the times and duration that waste containers may be visible from neighboring property or pick-up and may determine and regulate the type and appearance of waste containers.

2.18 **MACHINERY AND EQUIPMENT**. No machinery or equipment of any kind shall be placed, operated, stored or maintained upon any Lot, except:

- (a) during the period of construction, such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of a building, appurtenant structures or improvements thereon; or
- (b) that which Declarant, Builder or the Architectural Review Committee may require for the development, operation and maintenance of the Property or other portions of the Property.

2.19 **NON-INTERFERENCE WITH UTILITIES**. No Structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels. No poles and wires for the transmission of electricity, telephone and the like shall be placed or maintained above the surface of the ground on any Lot.

2.20 **NO HUNTING**. No hunting or discharge of firearms or weapons of any nature whatsoever shall be permitted on the Property or any Lot.

2.21 **NO EXCAVATION**. No excavation shall be made on any Lot except for the purpose of building thereon at the time when the building operations are commenced, and no earth or sand shall be removed from any Lot except as a part of such operations.

2.22 **TREE REMOVAL.** No Owner shall have the right to remove any of the healthy growing trees located on any of the Lots within the subdivision except upon Architectural Review Committee approval.

2.23 **INTENTIONALLY OMITTED.**

2.24 **HOME OCCUPATIONS.** No gainful occupation, profession, trade, or other nonresidential use shall be conducted on or in any Lot, Declarant and Builder may maintain sales offices, construction offices and sales models on the Property and an Owner or resident may carry on a "Home Occupation" as provided below.

A "Home Occupation" as permitted hereby means work within the dwelling (such as the performance of accounting work, creation of artwork, etc.), provided that:

(a) the existence or operation of the business activity is not apparent from the outside of the dwelling and no sound or smell from the outside of the dwelling indicating the conduct of business is detectable;

(b) the business activity conforms to all zoning requirements for the Lot; and

(c) the business activity does not involve traffic by persons who do not reside therein, nor regular arrival of employees of the Owner or any resident; and

(d) the business activity is lawful and consistent with the residential character of the neighborhood and does not constitute a nuisance or hazard or offensive use within the Property, as determined in the discretion of the Architectural Review Committee.

If the Architectural Review Committee determines that the Home Occupation violates the provisions hereof, then the Architectural Review Committee shall have the authority to require that the Home Occupation in question cease immediately. In no event shall any form of detention house, reform school, rooming or boarding house, sanatorium, or any form of group home whether or not providing services to occupants, be permitted within the Property, except that this prohibition shall not apply to group homes or similar living or care arrangements which by state or federal law may not be prohibited by enforcement of private restrictive covenants.

2.25 **ENVIRONMENTAL COVENANT.** Owners are advised that the Property is subject to that certain Environmental Covenant recorded or intended to be recorded among the Official Records. Among other things, the Environmental Covenant contains the following: (a) certain activity and use limitations affecting the Property; (b) compliance enforcement provisions; (c) right of access; (d) compliance reporting; and (e) a requirement that each instrument conveying any interest in any portion of the Property (including any individual Lot) described in the Environmental Covenant must: (i) contain a notice that the Property is subject to the Environmental Covenant; (ii) provide the recorded location of the Environmental Covenant among the Official

Records; and (iii) notification within twenty (20) days after conveyance of any interest in the Property with the information specified in the Environmental Covenant. A copy of the Environmental Covenant is attached hereto as Exhibit "B".

2.26 **MINERAL EXPLORATION; PROHIBITION OF WELLS.** No Lot shall be used in any manner to explore for, quarry, mine, remove or transport any water, oil or other hydrocarbons, minerals, gravel, gas, earth or any earth substance of any kind, by well, derrick or otherwise, except in each case as Declarant shall specifically approve.

2.27 **DISEASES AND INSECTS.** No Owner or resident shall permit anything or condition to exist upon any Lot or dwelling, which may induce, breed or harbor infectious plant or animal diseases or noxious insects.

2.28 **USE OF GARAGES.** Vehicles shall be kept in garages where adequate space exists, or in other designated parking areas. No garage doors shall be permitted to remain open except for a temporary purpose.

The Architectural Review Committee may adopt additional parking restrictions as part of the Rules and Regulations, including the establishment of fines and assessments for their violation, enforceable as all other Assessments and in the same manner as other provisions of this Declaration.

2.29 **ENFORCEMENT.** The covenants, conditions, and restrictions contained herein (the "Covenants") shall run with and bind the Property and shall be enforceable by the Declarant and by the Owners of all or any portion of the Property during the term of this Declaration. All or any part of the rights and powers (including discretionary powers and rights) reserved by or conferred upon the Declarant by this Declaration may be assigned or transferred by the Declarant to any successor developer of all or any part of the Property, or to the Architectural Review Committee or any other party. Any such assignment or transfer shall be evidenced by an appropriate instrument recorded among the Official Records and upon recordation thereof the grantee or grantees of such rights and powers shall thereafter have the right to exercise and perform all of the rights and powers reserved by or conferred upon the Declarant by this Declaration.

Enforcement of the Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain the violation or to recover damages, including court costs and attorney's fees.

2.30 **DECLARANT AND BUILDER EXEMPTION.** The provisions of Article II concerning architectural control or use restrictions shall in no event apply to any aspect of the Declarant's or Builder's activities and, notwithstanding any provisions of this Declaration, none of the Declarant's or Builder's construction activities or any other activities associated with the development, marketing, construction, sales management or administration of the Community shall be deemed noxious, offensive or a nuisance.

2.31 **RULES AND REGULATIONS.**

(a) The Architectural Review Committee shall have the power to adopt and amend rules and regulations (“Rules and Regulations”) regarding the use of the Lots or other matters as to which the Architectural Review Committee is expressly granted such power by this Declaration, which shall be binding on each Owner and resident, provided such Rules and Regulations are mailed to each Owner, provided in no event may any Rules and Regulations be adopted and/or amended by the Architectural Review Committee without Declarant’s prior written consent during the Development Period. In furtherance of the foregoing, (i) the Architectural Review Committee, to the extent of its functions hereunder and rights specifically provided herein, may, adopt and promulgate, amend, modify or repeal Rules and Regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration, and (ii) Declarant grants to the Architectural Review Committee, its successors and assigns, the right to waive as to any Lot or all Lots, such portion or portions of covenants and restrictions set forth in this Declaration as the Architectural Review Committee, in its sole discretion, may deem advisable in the reasonable interests of the subdivision without impairing the validity or enforceability of these covenants and restrictions in any manner whatsoever.

ARTICLE III

RESERVED RIGHTS AND EASEMENTS

3.1 **RESERVED RIGHTS OF THE DECLARANT.**

(a) **DEVELOPMENT EASEMENTS.**

(i) Easement to Facilitate Development. The Declarant hereby reserves to itself and its designees a non-exclusive blanket easement over and through the Property for all purposes reasonably related to the development and completion of improvements on the Property, including without limitation: (a) temporary slope and construction easements; (b) drainage, erosion control and storm and sanitary sewer easements including the right to cut or remove trees, bushes or shrubbery, to regrade the soil and to take any similar actions reasonably necessary; provided, however, that thereafter the Declarant shall restore the affected area as near as practicable to its original condition; and (c) easements for the construction, installation and upkeep of improvements (e.g., buildings, landscaping, street lights, signage, etc.) on the Property or reasonably necessary to serve the Property.

(ii) Easement to Facilitate Sales. The Declarant hereby reserves to itself and its designees and to the Builder, the right to: (a) use any Lots owned or leased by the Declarant or Builder, and any other Lot with the written consent of the Owner thereof, as models, management offices, customer service offices or sales office parking areas; and (b) place and maintain in any location on within any storm water management area, and on any Lot, street and directional signs, temporary promotional signs, temporary construction and sales offices, plantings, street lights, entrance features, "theme area" signs, lighting, stone, wood or masonry walls or fences

and other related signs and landscaping features; provided however, that all signs shall comply with applicable governmental regulations and the Declarant or Builder, as applicable, shall obtain the consent of the Owner of any affected Lot or of the Architectural Review Committee if the Owner does not consent.

(iii) Landscaping Easement. The Declarant hereby reserves to itself and its successors and assigns, an easement and the right to grant and reserve easements over and through the Property for the purpose of construction, installation, irrigation and maintenance of landscaping features, including without limitation, plants, trees and earth berms and other earth contouring and signs which shall include access as necessary to perform such tasks. The Owner of a Lot burdened by such an easement shall not construct any improvements within the easement without the permission of the Declarant during the Development Period.

(iv) Storm Water Management and Sanitary Sewer Easement. The Declarant hereby reserves to itself and its successors and assigns an easement and the right to grant and reserve easements over and through the Property for the construction and upkeep of any storm water management facilities, including storm water retention areas and sanitary sewer facilities. Declarant reserves unto itself and its successors and assigns the right to enter into agreements for the use and sharing of expenses relating to any off-site storm water management facilities.

(v) Relocation Easements. The Declarant hereby reserves unto itself the right to relocate, change or modify, from time to time, any and all streets, roadways and utility easements, which may be located within the Property, and to create new streets, roadways and utility easements therein.

(vi) Completion Easements and Rights of Declarant and Builder. Declarant further reserves unto itself, for itself and its successors and assigns, and to the Builder, the right, notwithstanding any other provision of the Declaration, to use any and all portions of the Property, for all purposes necessary or appropriate to the full and final completion of construction of the Community. Specifically, none of the provisions of Article II concerning architectural control or use restrictions shall in any way apply to any aspect of the Declarant's or Builder's development or construction activities and notwithstanding any provisions of this Declaration, none of the Declarant's or Builder's construction activities or any other activities associated with the development, marketing, construction, sales management or administration of the Community shall be deemed noxious, offensive or a nuisance. The Declarant reserves the right for itself, and its respective successors and assigns, and Builder to store materials, construction debris and trash during the construction period on the Property without keeping same in containers.

(vii) Other Declarant Easements. Declarant reserves for itself, its successors and assigns a non-exclusive easement and right-of-way on any Lot which it holds record title to for the purpose of storage of building supplies, materials and equipment.

The designation of streets, avenues, roads, courts and places upon the Plat is for the purpose of description only and not dedication, and the rights of the Declarant in and to the same are

specifically reserved, and the Declarant hereby reserves unto itself, and its successors and assigns, the right to grade, regrade and improve the streets, avenues, roads, courts and places as the same may be located on the Plat, including the creation or extension of slopes, banks, or excavation in connection therewith and in the construction of and installation of drainage structures therein. The Declarant further reserves unto itself, and its successors and assigns, the bed, in fee, of all streets, avenues and public highways in the Community, as shown on the Plat.

Declarant further reserves unto itself, and its successors and assigns, the right to grant easements, rights-of-way and licenses to any person, individual, corporate body or municipality, to install and maintain pipelines, underground or above-ground lines, with the appurtenances necessary thereto for public utilities, or quasi-public utilities or to grant such other licenses or permits as the Declarant may deem necessary for the improvement of the Community in, over, through, upon and across any and all of the roads, streets, avenues, alleys, and open space and in, over, through, upon and across each and every Lot in any easement area set forth in this Declaration or as shown on the Plat.

Declarant further reserves unto itself and its successors and assigns, the right to dedicate all of said roads, streets, alleys, rights of way or easements, including easements in the areas designated as "open space" and stormwater management reservation, to public use all as shown on the Plat. No road, street, avenue, alley, right of way or easement shall be laid out or constructed through or across any Lot or Lots in the Community except as set forth in this Declaration, or as laid down and shown on the Plat, without the prior written approval of the Architectural Review Committee.

Declarant further reserves unto itself and its successors and assigns, the right at or after the time of grading of any street or any part thereof for any purpose, to enter upon any abutting Lot and grade a portion of such Lot adjacent to such street, provided such grading does not materially interfere with the use or occupancy of any Structure built on such Lot, but Declarant shall not be under any obligation or duty to do such grading or to maintain any slope. Similarly, Declarant reserves the right unto itself, and its successors and assigns, and, without limitation, the Architectural Review Committee, to enter on any Lot during normal business hours for the purpose of mowing the lawn thereon and trimming such greenery as Declarant deems appropriate, but Declarant shall be under no obligation to do so. No right shall be conferred upon any Owner by the recording of any plat relating to the development of the Property in accordance with such plat, Declarant expressly reserving unto itself the right to make such amendments to any such plat or plats as shall be advisable in its best judgment and as shall be acceptable to public authorities having the right to approval thereof.

ARTICLE IV

PROPERTY SUBJECT TO THIS DECLARATION; DEANNEXATION

4.1 **PROPERTY.** The real property which is, and shall be, transferred, held,

sold, conveyed and occupied subject to this Declaration is located in the Community, and is described on Exhibit "A" attached hereto, all of which real property is referred to herein as the "Property".

4.2 **DEANNEXATION.** Declarant may de-annex any land from the Property for a period of five (5) years from the date of recordation of this Declaration. Such deannexed property shall no longer be subject to the covenants and restrictions of this Declaration except for any easements, rights, reservations, exemptions, power or privileges reserved to the Declarant pursuant to this Declaration which burden the deannexed property for the benefit of any property, which is subject to the Declaration. Such deannexation shall be made by recording a supplementary declaration among the Official Records of the County, withdrawing the effect of the covenants and restrictions of this Declaration from the deannexed property. Such deannexed property may be utilized by the Declarant, or any successor, assign or transferee thereof, for any lawful purpose or use.

ARTICLE V

MISCELLANEOUS

5.1 **TERM.** This Declaration shall run with the land and shall be binding for a period of forty (40) years from the date this Declaration is recorded, after which time this Declaration shall automatically be extended for successive periods of ten (10) years each unless and until an instrument has been recorded, by which this Declaration, in whole or in part, is amended, modified or revoked pursuant to the provisions of hereof. The Declaration may be terminated after the Development Period by a written instrument executed by the Owners of seventy percent (70%) of the Lots which are then subject to the Covenants and recorded among the Official Records, stating that the Covenants shall expire at the end of the then current term.

5.2 **ENFORCEMENT.**

(a) Enforcement of this Declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain the violation or to recover damages, or both. In acquiring title to any Lot in the Community, the purchaser or purchasers violating or attempting to violate any covenant, agree to reimburse the Record Owners for all costs and expenses for which it or they may incur as a result of the said violation or attempted violation, including but not limited to, court costs and attorneys' fees.

(b) These Covenants shall inure to the benefit of and be enforceable by the Architectural Review Committee and Record Owner(s) of any land included in the Community and their respective legal representatives, successors and assigns, and all persons claiming by, through or under them.

5.3 **NO WAIVER.** The failure or forbearance by any Owner or the Architectural

Review Committee to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

5.4 **INCORPORATION BY REFERENCE ON RESALE.** In the event any Record Owner sells or otherwise transfers any Lot, any deed purporting to affect such transfer shall be deemed to contain a provision incorporating by reference the covenants, restrictions, servitudes, easements, charges and liens set forth in this Declaration, whether or not the deed actually so states.

5.5 **NOTICES.** Any notice required to be sent to any member or Record Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postage paid, to the last known address of the person who appears as member or Record Owner.

5.6 **SEVERABILITY.** Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

5.7 **CAPTIONS AND GENDERS.** The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

5.8 **AMENDMENT.**

(a) Until the expiration of the Development Period, this Declaration may be amended by Declarant unilaterally. In order to accomplish any such amendment, each Owner appoints Declarant as his/her power of attorney to execute and record in Official Records any such amendment. THIS SPECIAL POWER OF ATTORNEY SHALL BE IRREVOCABLE AND COUPLED WITH AN INTEREST.

(b) After the conclusion of the Development Period, this Declaration may be amended by an instrument in writing, signed and acknowledged by at least ninety percent (90%) of the Owners. The amendment shall be recorded in the Official Records of the County. Unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of recording.

(Signature Pages Follow)

WITNESS the hand and seal of the Declarant hereto on the day herein above first written.

WITNESS/ATTEST:

DECLARANT:

OBAN, LLC

By: Hamlet Development Corp.
Its Manager

Holly A. Franklin

By: [Signature]
Michael Brodsky, President

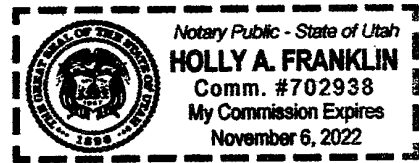
STATE OF UTAH, COUNTY OF SALT LAKE, TO WIT:

I HEREBY CERTIFY that on this 13th day of April 2020 before, me, the subscriber, a Notary Public of the State of Utah, personally appeared Michael Brodsky, known to me or suitably proven, who acknowledged himself to be the President of Hamlet Development Corporation, the Manager of Oban, LLC, the Declarant named in the foregoing Declaration of Covenants, Conditions and Restrictions, and who, being authorized to do so, in my presence, signed and sealed the same and acknowledged the same to be the act and deed of the Declarant.

AS WITNESS my hand and seal.

Holly A. Franklin
Notary Public

My Commission Expires: 11/6/2022



CONSENT AND AGREEMENT OF TRUSTEE AND BENEFICIARY

US Title Insurance Agency, LLC and M&T Bank are, respectively, the Trustee and the Beneficiary under that certain Deed of Trust dated February 19, 2020 and recorded as Entry No. 13197136 in Book 10898 at Pages 4728-4750 of the Official Records of Salt Lake County, Utah hereby join in the foregoing Declaration of Covenants, Conditions and Restrictions for the express purpose of subordinating all of their respective right, title and interest under such Deed of Trust in and to the real Property described in Exhibit A such to the operation and effect of such Declaration.

Nothing in the foregoing provisions of this Consent and Agreement of Trustee and Beneficiary shall be deemed in any way to create between the person named in such Declaration as "the Declarant" and any of the undersigned any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, the Trustee and Beneficiary have executed and sealed this Consent and Agreement of Trustee and Beneficiary or caused it to be executed and sealed on its behalf by its duly authorized representatives, this 14TH day of APRIL 2020.

WITNESS/ATTEST:

TRUSTEE: US Title Insurance Agency, LLC

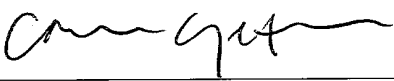
Barbara Lurtzell

 (SEAL)
By: _____
Its: VP-CFO

WITNESS/ATTEST:

BENEFICIARY: M&T Bank

Doreen Jensen

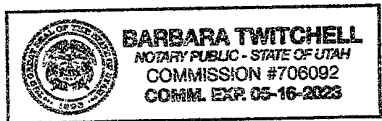
 (SEAL)
By: Cannon Gerstner
Its: Vice-president

STATE OF UTAH: COUNTY OF Salt Lake : TO WIT:

I HEREBY CERTIFY that on this 14 day of April, 2020, before me, a Notary Public for the state aforesaid, personally appeared Stephen A. Berger known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it on behalf of the Trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Barbara Twitchell
Notary Public



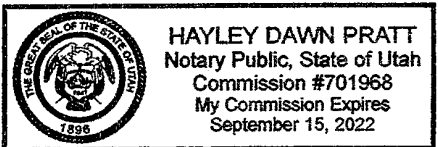
My commission expires on 5-16-23

STATE OF UTAH: COUNTY OF SALT LAKE : TO WIT:

I HEREBY CERTIFY that on this 14TH day of APRIL, 2020, before me, a Notary Public for the state aforesaid, personally appeared CANNON, GERSTNER known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it on behalf of the Beneficiary for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Hayley Dawn Pratt
Notary Public



My commission expires on September 15, 2022

Exhibit "A"

DESCRIPTION OF THE PROPERTY SUBJECTED TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

A PARCEL OF LAND BEING A PART OF THAT ENTIRE TRACT DESCRIBED IN THAT QUIT CLAIM DEED RECORDED FEBRUARY 19, 2020 AS ENTRY NO. 13197135 IN BOOK 10898, AT PAGE 4726 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER LOCATED IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, MAGNA METRO TOWNSHIP, COUNTY OF SALT LAKE, STATE OF UTAH. THE BOUNDARY OF SAID PARCEL OF LAND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS S00°00'55"E 899.78 FEET AND N89°59'54"W 562.46 FEET FROM THE CENTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ALSO ON THE SOUTHERLY BOUNDARY LINE OF BONNEVILLE ACRES PLAT "D" ACCORDING TO THE OFFICIAL PLAT THEREOF; AND RUNNING THENCE S30°58'54"W 54.37 FEET; THENCE S76°37'14"W 57.15 FEET; THENCE N59°01'06"W 56.77 FEET; THENCE S31°00'36"W 44.37 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 210.00 FEET, A DISTANCE OF 147.41 FEET, A CHORD DIRECTION OF S51°07'09"W AND A CHORD DISTANCE OF 144.40 FEET; THENCE S71°13'42"W 350.36 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 210.00 FEET, A DISTANCE OF 125.55 FEET, A CHORD DIRECTION OF S88°21'19"W AND A CHORD DISTANCE OF 123.68 FEET; THENCE S65°01'53"W 111.33 FEET TO THE NORTHERLY RIGHT OF WAY OF THE D. & R.G.W. RAILROAD; THENCE ALONG SAID NORTHERLY RIGHT OF WAY N68°01'19"W 642.94 FEET TO THE EASTERLY BOUNDARY OF BONNEVILLE ACRES PLAT "A"; THENCE ALONG SAID EASTERLY BOUNDARY N21°58'41"E 342.47 FEET TO THE SOUTHERLY BOUNDARY LINE OF BONNEVILLE ACRES PLAT "B"; THENCE ALONG SAID SOUTHERLY BOUNDARY THE FOLLOWING THREE COURSES: 1) N69°10'41"E 120.64 FEET; 2) S74°59'19"E 508.20 FEET; 3) S79°20'28"E 123.35 FEET TO THE SOUTHERLY BOUNDARY OF BONNEVILLE ACRES PLAT "C"; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE THE FOLLOWING THREE COURSES: 1) S86°59'19"E 142.60 FEET; 2) S76°09'19"E 185.28 FEET; 3) N30°58'41"E 70.16 FEET TO THE SOUTHERLY BOUNDARY LINE OF BONNEVILLE ACRES PLAT "D"; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE THE FOLLOWING 3 COURSES: 1) S58°59'24"E 99.41 FEET; 2) S31°00'36"W 6.00 FEET; 3) THENCE S58°59'24"E 147.58 FEET TO THE POINT OF BEGINNING.

CONTAINS 11.23 ACRES IN AREA

Exhibit "B"

ENVIRONMENTAL COVENANT

Environmental Covenant
ATK Launch Systems Property
Page 1
mnt-73188

13187846
2/5/2020 2:57:00 PM \$40.00
Book - 10893 Pg - 3267-3280
RASHELLE HOBBS
Recorder, Salt Lake County, UT
METRO NATIONAL TITLE
BY: eCASH, DEPUTY - EF 14 P.

**To be recorded with Salt Lake County
Recorder – Utah Code Ann § 57-25-108**

When Recorded Return To:
Olga B. Siggins, Esq.
Corporate Counsel
Northrop Grumman Innovation Systems
P.O. Box 98; M/S UT03-E2W1
Magna, Utah 84044-0098

With Copy To:
Ty L. Howard, Director
Utah Division of Waste Management and Radiation Control
P.O. Box 144880
Salt Lake City, UT 84114-4880
14-33-328-013

ENVIRONMENTAL COVENANT

1. This Environmental Covenant is entered into by Northrop Grumman Innovation Systems, Inc., (“Owner”) ATK Launch Systems Inc. (“Holder”), and the Director of the Utah Division of Waste Management and Radiation Control (“Director”), pursuant to Utah Code Ann. §§ 57-25-101 et seq. for the purpose of subjecting the Property described in paragraph 6, below, to the activity and use limitations set forth herein.

Environmental Response Project

2. Background. Owner both owns and leases land upon which is located near the Bacchus facility (“Facility”) on the west side of the Salt Lake valley in West Valley City, Utah and unincorporated Salt Lake County. The street address for the Facility is 8400 West 5000 South, Magna, Utah and Owner owns additional property that is located at: 3896 South Sennie Drive, Magna, Utah (“Property”). The Facility includes over 400 buildings that are used to produce and prepare propellant ingredients, manufacture solid propellants, and produce solid propellant rocket motors. Owner proposes to convey Property (via exchange) so that Owner will acquire land adjacent to the north end of the Facility for buffer area or future development, and will convey title to other land belonging to Owner for future development. Thereafter, Transferees will develop the land being conveyed from Owner for residential and other appropriate uses. The property to be conveyed by Owner shall be referred to herein as the “Property.”

3. Environmental Response Project. The response project facilitated by this environmental covenant is to provide a mechanism for management of the groundwater underlying the Property and other land owned by Owner in the immediate area. Historical operations at the Facility date back to 1915 and have resulted in some groundwater contamination. The Property subject to the land exchange does not include groundwater monitoring wells or deep piezometers that are used to monitor groundwater quality and depth of groundwater. Groundwater contamination beneath the area surrounding the Property consists of perchlorate, and volatile organic constituents 1,1,1-trichloroethane (TCA), trichloroethene (TCE), Freon 113, and 1-1, dichloroethene (DCE). Concentrations of these constituents (VOCs) have been fairly stable or declining over the past several years. As part of the approved Corrective Measures Implementation Plan ("CMIP") (April 2014), Monitored Natural Attenuation (MNA) has been implemented as the method to evaluate the stability of the plume (CMIP at § 1.1 and Chap 3). Concentrations at existing wells are critical to characterize how remediation goals are being met at various locations within the plume. Data collected from these wells is also used to calculate the mass of contaminant in the aquifer, which is reported annually to the Division of Waste Management and Radiation Control ("DWMRC"). The existing groundwater monitoring well locations within the area surrounding the Property are shown on Exhibit "A". A copy of the most recent generalized plume concentration map which covers the Property and the adjacent area is attached as Exhibit "B".

Covenant

4. Now therefore, Owner, Holder, and the Director agree to the following:
5. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to Utah Code Ann. §§ 57-25-101 et seq.
6. Property. This Environmental Covenant concerns a 16.44 acre tract of real property, currently owned by Owner, located in Magna Metro Township, in Salt Lake County, Utah, and more particularly described in Exhibit "C" attached hereto and hereby incorporated by reference herein ("Property").
7. Owner. Northrop Grumman Innovation Systems, Inc. ("Owner") which is located at 8400 West 5000 South, Magna, Utah is the owner of the Property. Consistent with Paragraph 10 of this Environmental Covenant, the obligations of the Owner are imposed on assigns and successors in interest, including any Transferee. The term

“Transferee” as used in this Environmental Covenant, includes the future owner of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, or lessees 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.

8. Holder. ATK Launch Systems Inc., whose street address is provided above in Paragraph 2, is the Holder of this Environmental Covenant. ATK Launch Systems is the operator of the Facility. Holder may enforce this Environmental Covenant. Holder’s rights and obligations survive any transfers of the Property.

9. Activity and Use Limitations (AULs). Owner hereby imposes and agrees to comply with the following activity and use limitations set forth in this paragraph 9. Owner and Transferee(s) shall not install any groundwater extraction wells on the Property, and shall not extract or use any groundwater from the Property for any purpose whatsoever. The Director and Holder shall have the right to install or relocate groundwater monitoring wells in locations as required for monitoring groundwater pursuant to the CMIP, and will provide reasonable notice to Owner and Transferee(s) of its intention to do so. The Director and Holder shall use reasonable efforts to find a monitor location satisfactory to Owner that minimizes to the greatest practical extent impacts to Owner’s existing or planned uses of the Property. Monitor locations may be located only on portions of the Property which are open space or detention and retention ponds, and may not be located on residential lots on the Property. Owner and Transferee(s) shall not move nor modify any future groundwater monitoring well on the Property without first notifying the Director and Holder in writing and obtaining the Director’s approval to do so. Owner and Transferee(s) shall not authorize or engage in any construction or development activity that would permanently hinder or prevent access to a future groundwater monitoring well or jeopardize the operation and use of such well.

10. Running with the Land. This Environmental Covenant shall be binding upon the Owner and all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to Utah Code Ann. § 57-25-105, subject to amendment or termination as set forth herein. The term “Transferee,” as used in this Environmental Covenant, shall mean any future owner of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

11. Compliance Enforcement. Compliance with this Environmental Covenant may be enforced pursuant to Utah Code Ann. § 57-25-111. 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 Director from exercising any authority under applicable law.

12. Rights of Access. Owner hereby grants to the Director and Holder and their respective agents, contractors, and employees, after written notice to the Owner and Holder not less than three (3) business days prior, the right of access to the Property for implementation or enforcement of this Environmental Covenant. Notwithstanding the foregoing, the requirement to provide written notice will not apply in the event of an emergency condition which reasonably requires immediate access, in such case, the party exercising the access right shall provide notice to Owner and Holder that the property has been accessed as soon as reasonably possible. Nothing in this Environmental Covenant shall be construed as limiting any access and inspection authorities of the Utah Waste Management and Radiation Control Board and the Director under State law.

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

14. Notice upon Conveyance. Instruments that convey any interest in the Property (fee, leasehold, easement, encumbrance, 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 no., book, and page number at which this document is recorded in the records of the Salt Lake County Recorder, in the State of Utah. Failure to provide notification shall have no effect upon the enforceability and duty to comply with this Environmental Covenant.

15. Notice to the Director. Owner shall notify the Director and Holder within twenty (20) days after each conveyance of an interest in any portion of the Property. This notification requirement shall be limited to the Owner's actual conveyance of an interest in the Property to another. Owner's notice shall include the name, address, and telephone number of the Transferee, 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.

16. Representations and Warranties. Owner hereby represents and warrants to the other signatories hereto:

- A. that the Owner is the sole owner of the Property;
- B. that the Owner holds fee simple title to the Property;
- C. that the Owner 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 Owner 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 Owner is a party or by which Owner may be bound or affected.

17. Amendment or Termination. This Environmental Covenant may be amended or terminated by written consent of all of the following: the Owner or a Transferee; the Holder; and the Director,¹ pursuant to Utah Code Ann. § 57-25-110 and other applicable law. The term, "Amendment," as used in this Environmental Covenant, shall mean any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations when there is at least one limitation remaining. The term, "Termination," as used in this Environmental Covenant, shall mean the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant.

18. Severability. 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.

¹ See Utah Code Ann § 57-35-104 (2) (e), which allows for "limitations on amendment or termination."

19. Governing Law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Utah.
20. Recordation. Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, Owner 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.
21. Effective Date. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a document of record for the Property with the Salt Lake County Recorder.
22. Distribution of Environmental Covenant. The Owner shall distribute a file-and date-stamped copy of the recorded Environmental Covenant to: the Director; the Holder, any lessee, each person who signed the Environmental Covenant, each person holding a recorded interest in the Property; and any other person designated by the Director; see Utah Code Ann. §§ 57-25-107.
23. Notice. Unless otherwise notified in writing by or on behalf of the current owner or the Director, any document or communication required by this Environmental Covenant shall be submitted to:
- Director
Utah Division of Waste Management and Radiation Control
P.O. Box 144880
Salt Lake City, Utah 84114-4880
- The undersigned representative of Owner and Holder represent and certify that they are authorized to execute this Environmental Covenant.
24. Governmental Immunity. In approving this covenant, the Agency does not waive governmental immunity afforded by law. The Grantor, Owner, and Holder, for themselves and their successors, assigns, and Transferees, hereby fully and irrevocably release and covenant not to sue the State of Utah, its agencies, successors, departments, agents, and employees (State) 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 Sections 57-25-109 and 57-25-110 of the Utah Code Ann. 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 Sections 63G-7-202 and -902 of the Governmental Immunity Act, as determined in a court of law.

25. The undersigned representatives of Grantor and Holder represent and certify that they are authorized to execute this environmental covenant.

IT IS SO AGREED:

Northrop Grumman Innovation Systems, Inc.



Signature of Owner

A. J. PAZ
CORPORATE DIRECTOR REAL ESTATE
Printed Name and Title

1/14/2020
Date

State of _____)
County of _____)

ss:

Before me, a notary public, in and for said county and state, personally appeared _____, a duly authorized representative of _____, who acknowledged to me that [he/she] did execute the foregoing instrument on behalf of _____.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this _____ day of _____, 20__.

Notary Public

See Attached

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

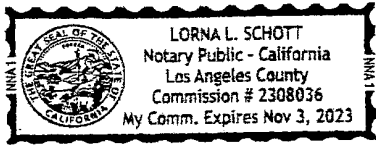
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On January 14, 2020 before me, Lorna L. Schott, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared A J Paz
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

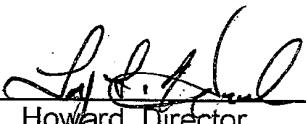
Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY

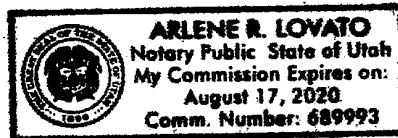
On behalf of the Utah Department of Environmental Quality, the Director approves the foregoing Environmental Covenant pursuant to Utah Code Ann. Sections 57-25-102(2) and 57-25-104(1)(e).



Ty L. Howard, Director
Division of Waste Management and Radiation Control

Date 1/9/2020

State of Utah)
)
County of Salt Lake) ss:



Before me, a notary public, in and for said county and state, personally appeared Ty L. Howard, Director of the Utah Division of Waste Management and Radiation Control, who acknowledged to me that he did execute the foregoing instrument.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 9th day of January, 2020



Notary Public

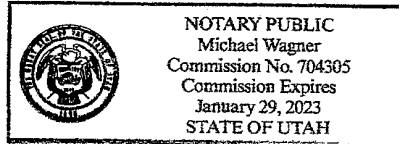
ATK Launch Systems Inc.

[Signature] 01/14/2020
Signature of Holder Date:

JAMES F. NICHOLS VP INTEGRATED OPERATIONS
Printed Name and Title

State of Utah)
County of Salt Lake)

SS:



Before me, a notary public, in and for said county and state, personally appeared James F. Nichols, a duly authorized representative of Atk Launch Systems Inc. who acknowledged to me that [he/she] did execute the foregoing instrument on behalf of Atk Launch Systems Inc.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 14 day of January, 2020.

[Signature]
Notary Public

EXHIBIT "A"
 (GROUNDWATER MONITORING WELL LOCATIONS)

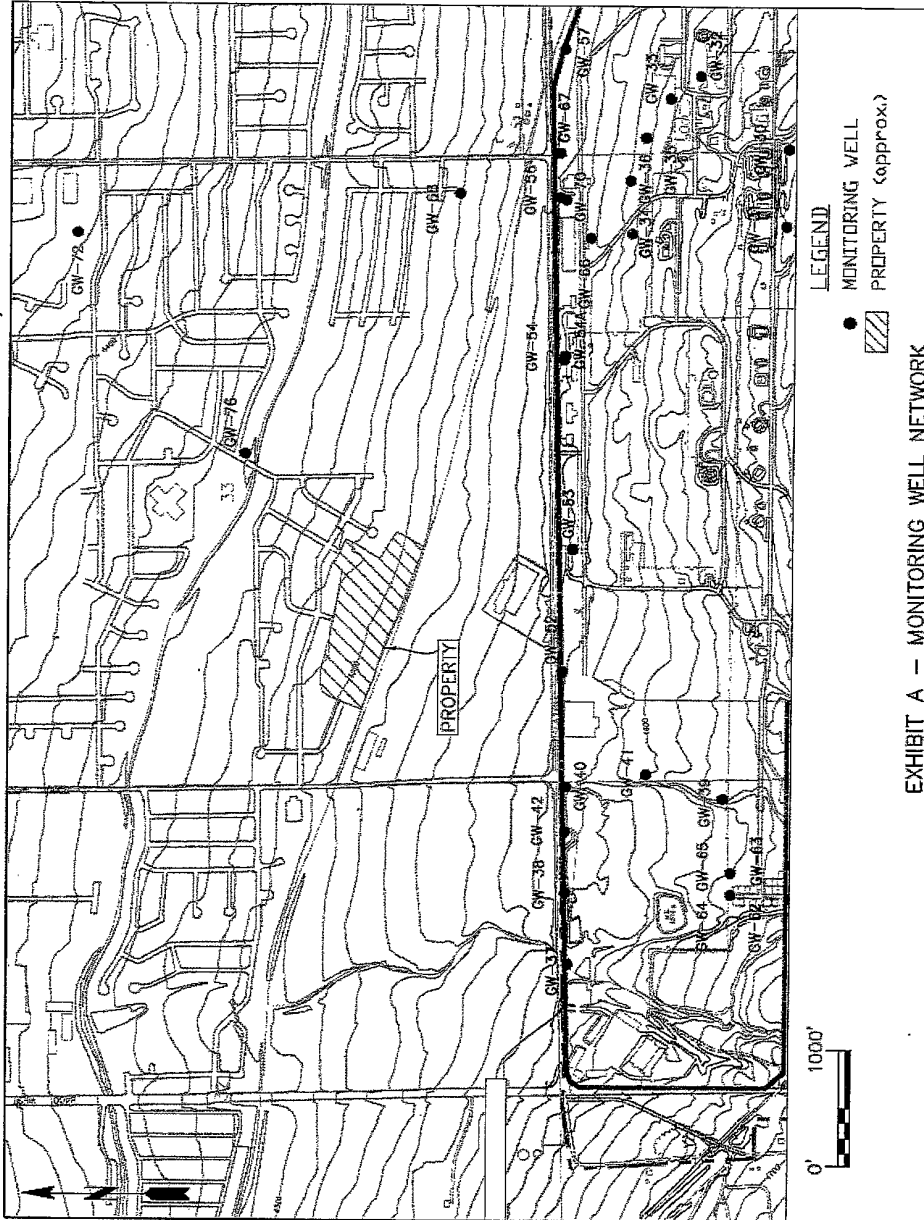


EXHIBIT "B"
(PLUME CONCENTRATION MAP)

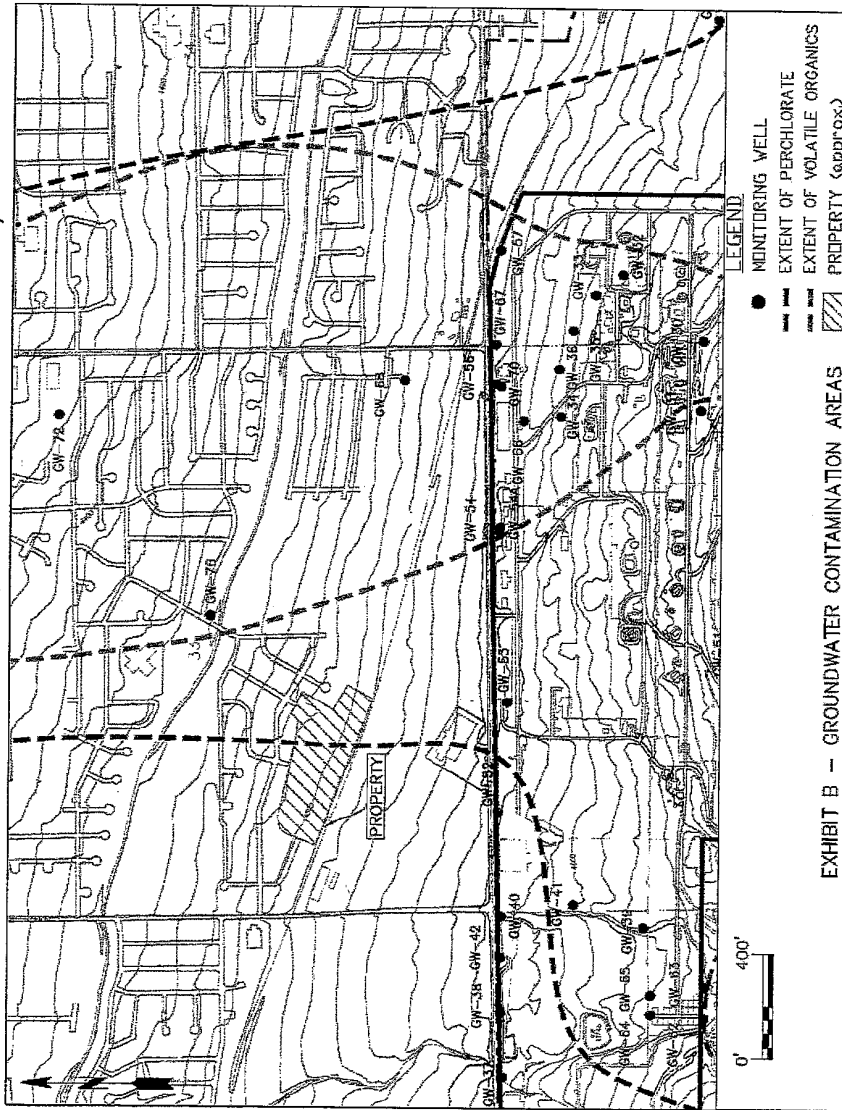


EXHIBIT "C"

(PROPERTY DESCRIPTION)

Parcel No.: 14-33-328-013

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

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

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

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

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

South 67°52'00" East 1141.41 feet to the point of curve of a 5679.65 foot radius curve to the left; thence Southeasterly 693.90 feet along the arc of said curve through a central angle of 7°00'00"; thence South 74°52'00" East 274.85 feet to the East line of the

Southwest quarter of Section 33, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence leaving said railroad right of way North 0°07'10" East 578.26 feet along said East line of the point of beginning.

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

LESS AND EXCEPTING THEREFROM:

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

EXHIBIT D

13187851
2/5/2020 2:57:00 PM \$40.00
Book - 10893 Pg - 3217-3341
RASHELLE HOBBS
Recorder, Salt Lake County, UT
METRO NATIONAL TITLE
BT: eCASH, DEPUTY - EF 25 P.

Restrictive Covenants

mnt: 73188
When recorded return to:

Attn: Legal Counsel
Northrop Grumman Innovation Systems, Inc.
PO Box 98, UT03-E2W2
Magna, UT 84044-0098

- Parcel No(s).
- 14-33-328-013-0000 (portion)
 - 14-33-376-006-0000
 - 14-33-376-007-0000
 - 20-10-400-017-4001
 - 20-10-400-017-4002
 - 20-10-400-017-4003
 - 20-06-100-001-0000
 - 20-06-200-001-0000
 - 20-07-200-001-0000
 - 20-07-300-001-0000

THESE RESTRICTIVE COVENANTS are made as of this 4th day of February, 2020, by and between Magna 71 LLC, a Utah limited liability company, whose address is 520 South 850 East, Suite A1, Lehi, UT 84043 ("Restricted Party"), and Northrop Grumman Innovation Systems, Inc., a Delaware corporation, whose address is Attn: Legal Counsel, Northrop Grumman Innovation Systems, Inc., PO Box 98, UT03-E2W2, Magna, UT 84044-009 ("Beneficiary").

1. Restricted Party is the owner of the real property located in Salt Lake County and described in the attached Exhibit 1 (the "Residential Property").
2. Beneficiary is the owner or lessee of the real property located in Salt Lake County and described in the attached Exhibit 2 (the "Benefitted Property").
3. Beneficiary's operations on the Benefitted Property include activities using materials with high energetic potential, including but not limited to the manufacture of energetic materials and manufacture of rocket and missile propulsion motors. The Residential Property is located within the area which could be affected by an energetic event on the Benefitted Property and may be subject to significant overpressure waves and fragments in the event of an accidental initiation of energized materials which are manufactured, stored or handled on the Benefitted Property. The purpose of these Restrictive Covenants is to limit the development activities and

uses upon the Residential Property consistent with the risks of an energetic incident on the Benefitted Property.

4. The Residential Property may not be developed or used for any purpose other single-family residences having a density of not more than 6 units per acre, with a minimum lot size of 7,000 square feet. Without limitation, the following uses are prohibited on the Residential Property:
 - 4.1. Any residential (other than single-family residences having a density of not more than 6 units per acre, with a minimum lot size of 7,000 square feet), lodging or sleeping use, whether of a temporary or permanent nature, including but not limited to, any dwelling, hotel, motel, resort hotel, apartment hotel, boardinghouse, lodging house, tourist court, apartment court, guestroom, nursing home, protective living arrangement, residential facility, or other structure or portion thereof used for permanent or temporary residential or lodging use.
 - 4.2. Any daycare, school, church or educational use, including but not limited to any child nursery, daycare/preschool center, home day-care/preschool, school, or church.
 - 4.3. Any use which would involve outdoor gatherings of a significant number of people,
5. All buildings and structures on the Residential Property shall:
 - 5.1. Be certified by a licensed structural engineer that the proposed buildings and structures are designed to withstand the wind loads of the overpressure area in which they are located on all exterior vertical and horizontal surfaces. Restricted Party shall deliver a copy of the certification to Beneficiary not later than when Restricted Party applies for a building permit. The overpressure areas referred to in this section 5.1 are based on an explosion of twenty thousand pounds of TNT equivalent for areas number one, two, and three. The centers of the overpressure areas are located at the following GPS coordinates:

Area #1— N40°40'38.3" W112°04'20.0"
Area #2— N40°40'05.5" W112°05'04.7"
Area #3— N40°39'31.8" W112°06'19.8"
 - 5.2. Be designed, where feasible, with windowless walls or minimum glass surfaces facing towards the center of the overpressure area, and with side yards of lots towards the center of the overpressure area, which is located at following GPS coordinate: N40°40'38.3" W112°04'20.0". Where possible, the garage or carport shall be placed on the side of the building facing the center of the overpressure area;
 - 5.3. Be designed so that (i) the maximum size of any window pane, as measured between mullions, shall be 12 square feet, (ii) all windows shall be double glazed with each layer of glass having a minimum thickness of one-eighth inch, (iii) the maximum width or height of any window pane shall be four feet, and (iv) all windows which are oriented within 85 degrees of perpendicular to the center of the overpressure area shall be tempered or laminated glass;
 - 5.4. Not exceed two stories above grade, with the top of the second story, excluding the roof

and roof structure, not exceeding 21 feet in height; and

- 5.5. Not exceed 30.0 feet in height, including the roof and roof structure, provided, however, for not more than 5 residential lots, the successor Restricted Party that records the Calder Fields subdivision plat, but not any other successor Restricted Party, may record a designation referencing this Section of these Restrictive Covenants that increases the maximum height for the applicable lot or lots to 32.5 feet in height, including the roof and roof structure. All heights and grades shall be determined from the original grade before addition of fill or other modification raising the grade.
6. Restricted Party shall deliver copies of the structural engineer certification required pursuant to Paragraph 5.1 above to Beneficiary not later than when Restricted Party applies for a building permit.
7. The Residential Property is located within Magna Metro Township, and shall only be developed or improved in strict compliance with the requirements which exist from time to time of the Magna Metro Township and of any successor or additional political subdivision within whose boundaries the Residential Property is located, including but not limited to the requirements of Chapter 15.14 and Sections 18.20.060 and 19.76.270 of the Magna Code of Ordinances 2017 and all successor provisions.
8. Restricted Party agrees for itself, and its successors and assigns, that Restricted Party and its successors and assigns will incorporate these Restrictive Covenants in any deed or other legal instrument by which Grantee or its successors and assigns divest themselves of any interest in the Residential Property (the "Subsequent Transfer Covenant"). The following form, when correctly and fully completed, shall be sufficient to satisfy the Subsequent Transfer Covenant:

[Grantor] and [Grantee] agree that the provisions of the Restrictive Covenants dated _____ between Calder Field LLC, a Utah limited liability company, as the Restricted Party, and Northrop Grumman Innovation Systems, Inc., as the Beneficiary, recorded in the Official Records of Salt Lake County on _____, 20__ as Entry No. _____, including, without limitation, the use restrictions contained therein and the "Subsequent Transfer Covenant" contained in paragraph 8 thereof (which requires that the Restrictive Covenants be incorporated in all future deeds), are hereby incorporated into this Deed and shall be binding on Grantee, its successors and assigns.
9. Restricted Party agrees that it and its affiliates will not take any direct or indirect action to oppose the use of any property owned, leased or operated by NGIS or its affiliates, including but not limited to the Benefitted Property under the Restrictive Covenants, for business operations consistent with the business operations presently conducted by NGIS and its affiliates, including but not limited to those business operations involving energetic materials or activities with energetic potential.
10. Benefitted Party agrees that it and its affiliates will not publicly oppose any potential plans for any development or construction activities on the Restricted Property that comply with all

applicable Magna ordinances and these Restrictive Covenants. The term “publicly oppose” means filing any documents with any governmental entity opposing the development or speaking in opposition at any official city or county meeting (including meetings of city or county staff and committees).

11. These Restrictive Covenants, including the recitals and all exhibits and attachments (each of which is incorporated herein by this reference) contain all agreements among the parties with respect to the subject matter. These Restrictive Covenants may be modified or amended only in writing signed by the respective owner(s) of the Residential Property and the Benefitted Property, each in their own sole discretion.
12. If any part of these Restrictive Covenants are declared void, invalid or unenforceable by a regulatory agency, tribunal or court of competent jurisdiction, the remainder of these Restrictive Covenants will continue in full force and effect as if the offending provision were not contained herein, and the offending provision will be replaced by a valid provision which comes closest to the intention of the Restrictive Covenants underlying the offending provision. Invalidation of any one of these covenants or restrictions by judgment or court order will in no way affect any other provisions, which will remain in full force and effect.
13. The covenants and restrictions of these Restrictive Covenants will run with and bind the respective owner(s) of the Residential Property and shall inure to the benefit of and will be enforceable by the owner(s) of the Benefitted Property. The rights and obligations of all parties under these Restrictive Covenants are tied to the ownership or lease of the land described herein, and are not personal in any way to any of the parties. The release by Beneficiary or termination of these Restrictive Covenants regarding a portion of the Residential Property or Benefitted Property shall not affect the continued validity and enforceability regarding the remainder of the Residential Property or Benefitted Property.
14. Any notice to be given hereunder shall be given by placing the notice in the United States mail, certified or registered, with return receipt requested, properly stamped and addressed as set forth below to the other party, or by personal delivery to such address by a party, or by a delivery service which documents delivery, and such notice or designation shall be deemed to be given when received with written proof of delivery:

Restricted Party’s address for notice purposes is the address of the owner or owners of the Residential Property set forth in the records of the Salt Lake County Assessor when a notice is given.

Beneficiary’s address for notice purposes is as set forth below. Beneficiary may change its notice address by recording a notice of change of address in the real property records of Salt Lake County.

Attn: Legal Counsel
Northrop Grumman Innovation Systems, Inc.
PO Box 98, UT03-E2W2
Magna, UT 84044-0098

And with a copy to:

Attn: Law Department Legal Notices
Northrop Grumman Innovation Systems, Inc.
2980 Fairview Park Drive
Falls Church, VA 22102

Attn: Corporate Real Estate - Legal Notices
Northrop Grumman Innovation Systems, Inc.
2980 Fairview Park Drive
Falls Church, VA 22102

Attn: Senior Director Contracts
Northrop Grumman Innovation Systems, Inc.
P0 Box 98, UT03-E2W2
Magna, UT 84044-0098

15. No delay or omission of any party in the exercise of any right accruing shall impair any such right or be construed to be a waiver thereof, and every such right may be exercised at any time. No waiver by any party of any default under these Restrictive Covenants shall be effective or binding on such party unless made in writing by such party and no such waiver shall be implied from any omission by a party to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers of any default or consent or approval under any provision of these Restrictive Covenants shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained in these Restrictive Covenants. One or more consent or approval under any provision of these Restrictive Covenants shall not be deemed to be a consent or approval of, or waiver of, of the same provision or any other term or provision contained in these Restrictive Covenants.
16. In any action arising out of this Agreement, the prevailing party shall be entitled to costs and reasonable attorneys' fees, including on appeal.

[End of Terms – Signature Page Follows]

Magna 71 LLC

By: *Darwin Fielding*
Darwin Fielding, Manager

STATE OF UTAH)
 : ss
COUNTY OF UTAH)

On the 4 day of ^{February}~~January~~, 2020, personally appeared before me Darwin Fielding, Manager of Magna 71 LLC, the signer of the foregoing instrument, who duly acknowledged before me that he executed the same on behalf of said entity for its stated purpose.

Marie Klaszky
Notary Public



Northrop Grumman Innovation Systems, Inc.

By: 
Name: A. J. Paz
Title: Corporate Director Real Estate

STATE OF _____)
) ss
COUNTY OF _____)

On the _____ day of January, 2020, personally appeared before me A. J. Paz, the signer of the foregoing instrument, who duly acknowledged before me that he executed the same on behalf of said entity for its stated purpose.

Notary Public

See Attached

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

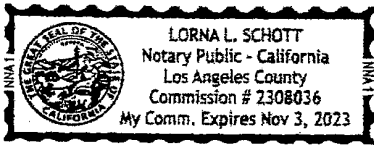
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On January 14, 2020 before me, Lorna L. Schott, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared A J Paz
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature Lorna L. Schott
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Exhibit 1- Residential Property

A PARCEL OF LAND BEING A PART OF THAT ENTIRE TRACT DESCRIBED IN THAT SPECIAL WARRANTY DEED RECORDED JULY 18, 2019 AS ENTRY NO. 13032664 IN BOOK 10805, AT PAGE 833 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER LOCATED IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, MAGNA METRO TOWNSHIP, COUNTY OF SALT LAKE, STATE OF UTAH. THE BOUNDARY OF SAID PARCEL OF LAND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS S00°00'55"E 899.78 FEET AND N89°59'54"W 562.46 FEET FROM THE CENTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ALSO ON THE SOUTHERLY BOUNDARY LINE OF BONNEVILLE ACRES PLAT "D" ACCORDING TO THE OFFICIAL PLAT THEREOF; AND RUNNING THENCE S30°58'54"W 54.37 FEET; THENCE S76°37'14"W 57.15 FEET; THENCE N59°01'06"W 56.77 FEET; THENCE S31°00'36"W 44.37 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 210.00 FEET, A DISTANCE OF 147.41 FEET, A CHORD DIRECTION OF S51°07'09"W AND A CHORD DISTANCE OF 144.40 FEET; THENCE S71°13'42"W 350.36 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 210.00 FEET, A DISTANCE OF 125.55 FEET, A CHORD DIRECTION OF S88°21'19"W AND A CHORD DISTANCE OF 123.68 FEET; THENCE S65°01'53"W 111.33 FEET TO THE NORTHERLY RIGHT OF WAY OF THE D. & R.G.W. RAILROAD; THENCE ALONG SAID NORTHERLY RIGHT OF WAY N68°01'19"W 642.94 FEET TO THE EASTERLY BOUNDARY OF BONNEVILLE ACRES PLAT "A"; THENCE ALONG SAID EASTERLY BOUNDARY N21°58'41"E 342.47 FEET TO THE SOUTHERLY BOUNDARY LINE OF BONNEVILLE ACRES PLAT "B"; THENCE ALONG SAID SOUTHERLY BOUNDARY THE FOLLOWING THREE COURSES: 1) N69°10'41"E 120.64 FEET; 2) S74°59'19"E 508.20 FEET; 3) S79°20'28"E 123.35 FEET TO THE SOUTHERLY BOUNDARY OF BONNEVILLE ACRES PLAT "C"; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE THE FOLLOWING THREE COURSES: 1) S86°59'19"E 142.60 FEET; 2) S76°09'19"E 185.28 FEET; 3) N30°58'41"E 70.16 FEET TO THE SOUTHERLY BOUNDARY LINE OF BONNEVILLE ACRES PLAT "D"; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE THE FOLLOWING 3 COURSES: 1) S58°59'24"E 99.41 FEET; 2) S31°00'36"W 6.00 FEET; 3) THENCE S58°59'24"E 147.58 FEET TO THE POINT OF BEGINNING.

CONTAINS 11.23 ACRES IN AREA

14-33-328-013-0000 (portion)

The Residential Property is Lots 1 through 47 and the roadways as shown on the anticipated future Calder Field Subdivision Plat attached hereto as Exhibit 1A, which the parties anticipate that Restricted Party's successor in interest will record in the future with the Salt Lake County Recorder. The parties acknowledge that the Restrictive Covenants are effective immediately regardless of whether or not the Calder Field Subdivision Plat is recorded in the future, and that attachment hereto of the anticipated Calder Field Subdivision Plat does not constitute the subdivision of any property.

Exhibit 1A- future Calder Field Subdivision Plat

Exhibit 2- Benefitted Property

Legal descriptions:

14-33-376-006-0000 (NGIS owned)

14-33-376-007-0000 (NGIS owned)

Parcel Nos.: 14-33-376-006; 14-33-376-007

Beginning on the center line of 4100 South Street at a point which lies South 89°47'13" East 1074.84 feet from the Southwest corner of Section 33, Township 1 South, Range 2 West, Salt Lake Base and Meridian. Said point being on the projected center line of Utah Power and Light Company power line easement; thence along said easement center line North 30°59'00" East 1295.88 feet to the South line of the Garfield Bench Extension of the Denver and Rio Grande Western Railroad at a point on a 5779.58 foot radius curve to the left; thence along said South line 612.44 feet; thence South 30°59'00" West 1070.16 feet to the said center line of 4100 South Street; thence along said center line of 4100 South Street North 89°47'13" West 696.08 feet to the point of beginning.

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

20-10-400-017-4001 (NGIS owned)

20-10-400-017-4002 (NGIS owned)

20-10-400-017-4003 (NGIS owned)

Parcel Nos.: 20-10-400-017-4001; 20-10-400-017-4002; 20-10-400-017-4003; 20-10-400-017-4004

Parcel 3: Main Plant:

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

Beginning at a Salt Lake County monument located North 00°02'10" West 661.05 feet along the Section line from the Southeast corner of Section 10, Township 2 South, Range 2 West, Salt Lake Base and Meridian; and running thence along the East Line of Sections 10 and 3, North 00°02'10" West 1962.59 feet, North 00°00'28" East 2624.15 feet, and North 00°12'37" West 394.12 feet to the Southeast corner of that parcel conveyed to the United States of America as Parcel No. 2, described in Book 1873, at Page 407 of the Salt Lake County Records; thence along the boundaries of said parcel South 89°47'23" West 193.00 feet North 00°12'37" West 160.00 feet, and North 89°47'23" East 193.00 feet to the East line of said Section 3; thence along said East line North 00°12'37" West 2090.18 feet and North 00°11'54" West 1323.13 feet to the Southeast corner of BROOKFIELD SUBDIVISION PHASE FOUR; thence along the South boundaries of

BROOKFIELD SUBDIVISION PHASE FOUR, SIX and TEN and the Westerly extension thereof South 89°51'44" West 1276.97 feet: thence along the Westerly boundary of said PHASE TEN and its Southerly extension North 24°00'27" West 312.75 feet to an intersection with BROOKFIELD SUBDIVISION PHASE 9; thence along the Southerly and Westerly boundaries of BROOKFIELD SUBDIVISION PHASES NINE, SEVEN, THREE and ELEVEN, North 76°06'04" West 467.24 feet, North 00°09'58" West 1.21 feet (North 00.00 feet by record), North 76°06'04" West 276.61 feet, North 45°06'01" West 60.46 feet North 75°49'51" West 269.37 feet, North 00°09'58" West 550.89 feet, North 28°41'56" East 57.09 feet and North 00°09'58" West 143.00 feet to the North line of Section 3; thence along said North Line South 89°49'59" West 271.00 feet to the North quarter corner of Section 3; thence South 89°49'30" West 2211.96 feet to the Northeast corner of that parcel conveyed to the United States of America described as Parcel No. 1 in Book 1873. at Page 407; thence along the Easterly, Southerly and Westerly boundaries of said parcel and those parcels also conveyed to the United States of America as described in Book 4741, at Page 1177, Book 6227, at Page 2400, Book 5561, at Page 2278, and Book 5710 at Page 122, the following twenty courses: South 74°59'39" East 265.72 feet along the Southerly boundary of the Denver and Rio Grande Railway Company right of way as described in Book 6-X, at Pages 211 and 213 to a point of curvature of a 3387.87 foot radius curve to the right, Southeasterly 758.83 feet along the arc of said curve through a central angle of 12°50'00" South 62°09'39" East 42.74 feet, leaving said Southerly right of way line South 01°17'00" West 2307.63 feet, North 88°43'00" West 2113.32 feet, South 01°17'00" West 311.55 feet. South 88°43'00" East 911.32 feet South 01°17'00" West 331.00 feet, North 88°43'00" West 211.32 feet, South 01°17'00" West 707.45 feet, North 88°43'00" West 412.76 feet, North 51°11'00" West 1339.52 feet. North 01°17'00" East 533.93 feet, North 88°43'00" West 3195.68 feet, North 01°10'14" East 574.47 feet, North 88°43'00" West 3139.41 feet to the Northerly line of the Kennecott Copper Railroad right of way described in Book 516, at Page 198, North 43°47'42" West 158.61 feet to the East line of Utah State Highway 111, in accordance with Project FAS-228, North 00°44' 16" East 98.08 feet, North 00°58'51" West 500.10 feet, and North 0°09'54" East 1183.85 feet to the North line of Section 5; thence leaving said United States parcel and said highway right of way North 89°59'09" West 42.54 feet to the North quarter corner of said Section 5; thence North 89°40'04" West 57.56 feet; thence South 81°20'50" West 592.62 feet: thence along the center line of a county road South 04°06'10" East 685.00 feet and South 02°18'10" East 823.94 feet to the Northwest corner of the Aldredge parcel: thence along the boundaries of those parcels described in Book 4588, at Pages 190 and 191, South 89°16'44" East 309.06 feet to a point that is 15.8 rods West of the East line of the Northwest quarter of Section 5; thence South 00°43'16" West 297.00 feet; thence North 89°16'44" West 293.37 feet to the center line of said county road; thence along said center line South 02°18'10" East 734.84 feet and South 02°34'10" East 2602.97 feet to the North line to the Northwest quarter of Section 8; thence along said North line 89°17'44" West 1105.38 feet to a point established by Bush and Gudgell, Inc., by survey dated October 23, 1981, as being 162.72 feet West of the East line of Government Lot 1, Section 8; thence South 00°22'11" West 2624.82. feet along a line as established by said survey as being 162.72 feet West of and parallel with the East line of Lots 1 and 2 and their Southerly extension to the South line of the North half of said Section 8; thence along said South line South 88°43'18" East 3529.86 feet to the center line of Utah State Highway 111 Projects FAS-228 and S-0135; thence along the center line of said highway; South 58°49'06" East 182.87 feet to a point of curvature of a 1°00' curve to the right ; thence Southeasterly 564.14 feet along the arc of said curve through a central angle of 05°38'29" to a point on the West line of Section 9, said point being South 00° 18'24" West 396.07 feet from the

West quarter corner of said Section 9; thence along the West line of Section 9 South 00°18'24" West 2324.50 feet to the historic Northwest corner of Section 16 from which the Northwest corner of Section 16 as re-established by Salt Lake County in 1982 bears North 28°53'50" East 170.51 feet and from which the Northeast corner of Section 16 as re-established by Salt Lake County in 1982 bears North 88°34'11" East 5461.52 feet; thence along the historic location of the North line of said Section 16 and along the boundaries of that parcel described in Book 6075 at Page 2679, North 88°34'11" East 830.97 feet to a point on the West right of way line of the Bingham and Garfield Railroad; thence along said West right of way North 15°34'33" West 131.63 feet to the re-established North line of Section 16; thence along said re-established North line South 89°51'37" East 1325.10 feet to the East right of way line of said Highway 111; thence along said East right of way line South 39°45'06" East 116.42 feet to the historic North line of Section 16; thence along said historic North line North 88°34'11" East 574.03 feet; thence North 01°54'13" East 73.63 feet to the North quarter corner of Section 16, as re-established by Salt Lake County; thence along said re-established North line of Section 16 South 89°51'50" East 2121.80 feet to the Southwest corner of that parcel known as Plant 3; thence leaving said section line and following a chain link fence and its Southerly extension North 00°50'25" East 935.21 feet to a point of curvature of a 125.00 foot radius curve to the right; thence along the arc of said curve Northeasterly 198.83 feet through a central angle of 91°08'06"; thence South 88°01'29" East 569.35 feet; thence South 88°22'07" East 861.18 feet; thence along said chain link fence at its Easterly extension South 89°15'07" East 774.37 feet; thence South 43°42'19" East 562.32 feet to a chain link fence; thence leaving said fence South 88°41'43" East 135.30 feet; thence North 01°18'17" East 629.00 feet; thence South 87°26'01" East 454.11 feet to a chain link fence; thence along said fence South 01°18'17" West 310.00 feet; thence leaving said fence South 88°41'43" East 95.40 feet; thence South 01°18'17" West 48.35 feet; thence South 41°26'24" East 43.13 feet; thence South 01°18'17" West 81.19 feet; thence South 44°16'54" East 27.00 feet; thence South 89°52'04" East 307.71 feet; thence North 45°07'56" East 63.34 feet; thence North 89°40'55" East 292.55 feet; thence North 00°53'46" East 72.66 feet; thence South 88°28'09" East 357.84 feet; thence South 28°48'53" East 191.99 feet to a chain link fence; thence along said fence South 89°52'04" East 1244.57 feet to the point of beginning.

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

ALSO LESS AND EXCEPTING (LE2) a triangular tract or parcel of land in the Northwest corner of the Northeast quarter of the Northeast quarter of Section 10, Township 2 South, Range 2 West, Salt Lake Base and Meridian, lying with 30 feet on each side of the center line of a spur track of The Denver and Rio Grande Western Railroad Company, described as Tract 7, in Book 647, at

Page 382 of the Salt Lake County Records extending from Kearns, Salt Lake County Utah, Westerly to the plant of the Hercules Powder Company as now located and proposed to be constructed, said center line near said corner having course of approximately South 70°18' West, and passing through or near the Northwest corner of said subdivision.

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

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

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

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

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

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

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

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

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

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

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

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

21°12' West 842.0 feet; thence on a curve to the left with a radius of 1383.0 feet, tangent to course North 21°12' West distance 428.6 feet, more or less, to a point in the East line of Lot 1, Section 8; thence North along said East line 150.0 feet, more or less, to a point in the North line of Section 8; thence East along said North line 65.0 feet; thence South 39°17' East 68.0 feet; thence on a curve to the right with a radius of 1533.0 feet, tangent to course South 39°17' East, distance 483.6 feet; thence South 21°12' East 1900.0 feet; thence on a curve to the left, radius 855.36 feet, tangent to course South 21°12' East, distance 495.0 feet, more or less, to the place of beginning.

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

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

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

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

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

Beginning on the South line of said Section 9 at a point 3260.03 feet Westerly along said South line from the Southeast corner of said Section 9, which point of beginning is 70.0 feet perpendicularly distance Northeasterly from the center line of said project; thence North 40°07' West 702 feet, more or less, to a point opposite Engineer Station 347+00; thence North 34°24' West 100.5 feet; thence North 40°07' West 850 feet to the existing right of way line; thence South 28°48' East 152.97 feet; thence South 40°07' East 400 feet; thence South 45°50' East 100.5 feet; thence South 40°07' East 200.0 feet; thence South 34°24' East 100.5 feet; thence South 40°07' East 686.4 feet, more or less, to the South line of said Section 9; thence Easterly 25 feet, more or less, along said South line to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah.

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

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

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

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

ALSO LESS AND EXCEPTING (LE15) Land conveyed to Utah Department of Transportation by Warranty Deed recorded as Entry No. 9201411:

A parcel of land in fee for the spot safety improvements of the existing highway State Routes 111 and 173 known as Project No. STP-0111(6)6, being part of an entire tract of property situate in the Southwest quarter of the Southwest quarter of Section 9, Township 2 South, Range 2 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning in the historic Southerly section line of said Section 9, at the Southwest corner of said entire tract at a point 9.230 feet perpendicularly distant Southerly from the control line of said project at Engineers Station 10+00.000 which corner is 438.358 feet North 88°34'11" East along

the historic Southerly section line from the historic Southwest corner of said Section 9 (Note: The historic Southwest corner of said Section 9 lies 170.508 feet South 28°53'47" West from the 1982 re-monumented Southwest corner of same section by the Salt Lake County Surveyor); and running thence North 1°33'15" West 62.230 feet along the Westerly boundary line of said entire tract to a point 53.000 feet perpendicularly distant Northerly from said control line; thence North 88°26'45" East 376.865 feet along a line parallel with said control line to the Easterly boundary line of said entire tract at a point 53.000 feet perpendicularly distant Northerly from said control line; thence South 15°34'34" East 65.018 feet along said Easterly boundary line to the historic Southerly section line of said Section 9 at the Southeast corner of said entire tract which corner is 10.080 feet perpendicularly distant Southerly from said control line; thence South 88°34'11" West 392.619 feet along said historic Southerly section line to the point of beginning as shown on the official map of said project on file in the Office of the Utah Department of Transportation.

(Note: Rotate all bearings in the above description 0°06'11" clockwise match highway bearings according to the project coordinates.)

ALSO LESS AND EXCEPTING (LE16) Land conveyed to Utah Department of Transportation by Warranty Deed recorded as Entry No. 9201413:

A parcel of land in fee for the spot safety improvements of the existing highway State Routes 111 and 173 known as Project No. STP-0111(6)6, being part of an entire tract of property situate in the Southwest quarter of the Southwest quarter of Section 9, Township 2 South, Range 2 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning in the Southerly boundary line of said entire tract in a non-tangent curve, which radius point bears North 21°24'15" West at a point 53.000 feet radically distant Northerly from the control line of said project at Engineers Station 18+08.648, which point is 1136.676 feet South 89°51'37" East along the re-monumented Southerly Section line from the re-monumented Southwest corner of said Section 9 (Note: The re-monumented Southwest corner of said Section 9 lies 170.508 feet North 28°53'47" East from the historic Southwest corner of same section by the Salt Lake County Surveyor) and running thence Northeasterly 271.948 feet along the arc of a 877.000 foot radius curve to the left concentric with said control line (Note: Chord bears North 59°42'45" East for a distance of 270.860 feet) to a point 53.000 feet perpendicularly distant Northerly from said control line; thence North 50°49'45" East 249.522 feet along a line parallel with said control line to the Westerly right of way line of existing South Route 111 (Note: Reference Utah Department of Transportation Project No. S-0135(3)) at a point 53.000 feet perpendicularly distant Northerly from said control line; thence South 39°44'42" East 106.005 feet along said Westerly right of way line to a point 53.000 feet perpendicularly distant Southerly from said control line; thence South 50°49'45" West 250.584 feet along a line parallel with said control line to the beginning of a curve at a point 53.000 feet radically distant Southerly from said control line; thence Southwesterly 92.517 feet along the arc of a 983.000 foot radius curve to the right concentric with said control line (Note: Chord bears South 53°31'32" West for a distance of 92.486 feet) to the re-monumented Southerly section line of said Section 9 at a point 53.000 feet radically distant Southerly from said control line; thence North 89°52'37" West 226.474 feet along said re-monumented Southerly section line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

(Note: Rotate all bearings in the above description 0°06'11" clockwise match highway bearings according to the project coordinates.)

ALSO LESS AND EXCEPTING (LE17) Land conveyed to Utah Department of Transportation by Warranty Deed recorded as Entry No. 9201415:

A parcel of land in fee for the spot safety improvements of the existing highway State Routes 111 and 173 known as Project No. STP-0111(6)6, being part of entire tract of property situate in the Southeast quarter of the Southwest quarter and the Southeast quarter of the Southeast quarter of Section 9, Township 2 South, Range 2 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning in the Easterly boundary line of said entire tract at a point 53.000 feet perpendicularly distant Northerly from the control line of said project at Engineers Station 58+62.591, which point is 2121.806 feet South 89°51'48" East along the re-monumented Southerly section line and 38.387 feet North 0°50'25" East from the monumented South quarter corner of said Section 9 (Note: the monumented South quarter corner is 2688.814 feet South 89°51'48" East of the re-monumented Southwest corner of said Section 9 which lies 170.508 feet North 28°53'47" East from the historic Southwest corner of same section by the Salt Lake County Surveyor) and running thence South 0°50'25" West 53.897 feet along said Easterly boundary line to a Southeasterly corner of said entire tract, which corner is in the historic Southerly section line at a point 0.864 feet perpendicularly distant Southerly from said control line; thence South 88°34'11" West 1134.800 feet along said historic Southerly section line to the beginning of a non-tangent curve at a point 53.000 feet radically distant Southerly from said control line, which radius point bears North 16°37'00" East; thence Northwesterly 309.028 feet along the arc of a 983.000 foot radius curve to the right concentric with said control line (Note: Chord bears North 64°22'38" West for a distance of 307.761 feet) to a point which is 53.000 feet perpendicularly distant Southerly from said control line and 40.000 feet perpendicularly distant Southeasterly from the control line of the 5400 South Street access road of said project; thence South 36°40'27" West 77.988 feet to the beginning of a curve at a point 40.000 feet radically distant Southeasterly from said 5400 South Street access road control line; thence Southwesterly 124.193 feet along the arc of a 290.000 foot radius curve to the right concentric with said control line (Note: Chord bears South 48°56'33" West for a distance of 123.247 feet) to the historic Southerly section line of said Section 9 at a point 40.000 feet perpendicularly distant Southerly from the control line of said 5400 South Street access road; thence South 88°34'11" West 1146.766 feet along said historic Southerly section line to the Easterly right of way line of existing State Route 111 (Note: Reference Utah Department of Transportation Project No. S-0135(3)) at a point 10.389 feet perpendicularly distant Southerly from said 5400 South Street access road control line and 70.000 feet perpendicularly distant Easterly from the control line of said existing State Route 111; thence North 39°43'55" West 42.051 feet along said Easterly right of way line to a point 22.542 feet perpendicularly distant Northerly from the control line of said 5400 South Street access road and 70.000 feet perpendicularly distant Easterly from the control line of said State Route 111; thence North 88°34'11" East 504.873 feet along a line parallel with said historic Southerly Section line to a point 23.948 feet perpendicularly distant Northerly from the control line of said 5400 South Street access road; thence North 1°16'14" West 16.052 feet to a point 40.000 feet perpendicularly distant

Northerly from the control line of said 5400 South Street access road; thence North 88°43'46" East 534.058 feet along a line parallel with said control line to the beginning of a curve at a point 40.00 feet radically distant Northerly from the control line of said 5400 South Street access road; thence Northeasterly 190.793 feet along the arc of a 210.000 foot radius curve to the left concentric with said control line (Note: Chord bears North 62°42'06" East for a distance of 184.298 feet) to a point 40.000 feet perpendicularly distant Northwesterly from the control line of said 5400 South Street access road; thence North 36°40'27" East 77.362 feet along a line parallel with said control line to a point 40.000 feet perpendicularly distant Northerly from the control line of said 5400 South Street access road and 53.000 feet perpendicularly distant Southerly from the control line of said project; thence North 53°19'33" West 493.466 feet along a line parallel with said control line to the beginning of a curve at a point 53.000 feet radically distant Southerly from said control line; thence Southwesterly 1160.924 feet along the arc of a 877.000 foot radius curve to the left concentric with said control line (Note: Chord bears South 88°45'06" West for a distance of 1077.999 feet) to a point 53.000 feet perpendicularly distant Northerly from said control line; thence South 50°49'45" West 119.828 feet along a line parallel with said control line to the Easterly right of way line of said existing State Route 111 at a point 53.000 feet perpendicularly distant Southerly from said control line and 70.000 feet perpendicularly distant Easterly from the control line of said existing State Route 111; thence North 39°44'42" West 106.005 feet along said Easterly right of way line to a point 70.000 feet perpendicularly distant Easterly from the control line of said existing State Route 111 and 53.000 feet perpendicularly distant Northerly from the control line of said project; thence North 50°49'45" East 120.890 feet along a line parallel with said control line to the beginning of a curve at a point 53.000 feet radically distant Northerly from said control line; thence Northeasterly 1301.241 feet along the arc of a 983.000 foot radius curve to the right concentric with said control line (Note: Chord bears North 88°45'06" East for a distance of 1208.293 feet) to a point 53.000 feet perpendicularly distant Northerly from said control line; thence South 53°19'33" East 538.388 feet to the beginning of a curve at a point 53.000 feet radically distant Northerly from said control line; thence Southeasterly 579.267 feet along the arc of a 877.000 foot radius curve to the left concentric with said control line (Note: Chord bears South 72°14'53" East for a distance of 568.792 feet) to a point 53.000 feet perpendicularly distant Northerly from said control line; thence North 88°49'47" East 836.398 feet to the point of beginning, as shown on the official map of said project on file in the office of the Utah Department of Transportation).

(Note: Rotate all bearings in the above description 0°06'11" clockwise match highway bearing according to the Project coordinates.)

ALSO LESS AND EXCEPTING THEREFROM that portion quitclaimed to the Utah Department of Transportation in Quit Claim Deed dated June 7, 2011 and recorded June 9, 2011 as Entry No. 11196096 in Book 9929 at Page 9390 being described as follows:

A parcel of land in fee for a highway known as Project No. MP-0182(6), being part of an entire tract of property situate in the SE1/4SE1/4 and NE1/4SE1/4 of Section 10, Township 2 South, Range 2 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the Southeast corner of said entire tract in the Easterly Section line of said Section

10, which corner is 661.05 feet North 00°02'10" West along said Section line from the Southeast corner of said Section 10, said corner is also 5.17 feet radially distant Westerly from the Mountain View Corridor Right of Way Control Line opposite approximate engineer station 1651+91.50 and running thence North 89°51'52" West (North 89°52'04" West by record) 314.47 feet along the Southerly boundary line of said entire tract to the beginning of a 2622.00 foot radius non-tangent curve to the right at a point 305.38 feet radially distant Westerly from said control line opposite engineer station 1651+00.81; thence Northerly 798.87 feet along the arc of said curve (Note: Chord to said curve bears North 20°40'41" East for a distance of 795.79 feet); thence North 00°02'10" West 10.14 feet to the beginning of a 2627.00 foot radius non-tangent curve to the right; thence Northeasterly 65.32 feet along the arc of said curve (Note: Chord to said curve bears North 30°18'40" East for a distance of 65.32 feet) to the Easterly boundary line of said entire tract and said Easterly Section line at a point 316.52 feet radially distant Northwesterly from said control line opposite engineer station 1659+17.51; thence South 00°02'10" East 811.80 feet along said Easterly boundary line and Section line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

Parcel 3A:

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

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

Less and excepting therefrom that portion of the subject property as disclosed by that certain Special Warranty Deed recorded October 19, 2004 as Entry No. 9201415 in Book 9050 at Page 2501, being described as follows:

A parcel of land in fee for the spot safety improvements of the existing highway State Routes 111 and 173 known as Project No. STP-0111(6)6, being part of entire tract of property situate in the Southeast quarter of the Southwest quarter and the Southeast quarter of the Southeast quarter of Section 9, Township 2 South, Range 2 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning in the Easterly boundary line of said entire tract at a point 53.000 feet perpendicularly distant Northerly from the control line of said project at Engineers Station 58+62.591, which point is 2121.806 feet South 89°51'48" East along the re-monumented Southerly section line and 38.387 feet North 0°50'25" East from the monumented South quarter corner of said Section 9 (Note: the monumented South quarter corner is 2688.814 feet South 89°51'48" East of the re-monumented

Southwest corner of said Section 9 which lies 170.508 feet North 28°53'47" East from the historic Southwest corner of same section by the Salt Lake County Surveyor) and running thence South 0°50'25" West 53.897 feet along said Easterly boundary line to a Southeasterly corner of said entire tract, which corner is in the historic Southerly section line at a point 0.864 feet perpendicularly distant Southerly from said control line; thence South 88°34'11" West 1134.800 feet along said historic Southerly section line to the beginning of a non-tangent curve at a point 53.000 feet radically distant Southerly from said control line, which radius point bears North 16°37'00" East; thence Northwesterly 309.028 feet along the arc of a 983.000 foot radius curve to the right concentric with said control line (Note: Chord bears North 64°22'38" West for a distance of 307.761 feet) to a point which is 53.000 feet perpendicularly distant Southerly from said control line and 40.000 feet perpendicularly distant Southeasterly from the control line of the 5400 South Street access road of said project; thence South 36°40'27" West 77.988 feet to the beginning of a curve at a point 40.000 feet radically distant Southeasterly from said 5400 South Street access road control line; thence Southwesterly 124.193 feet along the arc of a 290.000 foot radius curve to the right concentric with said control line (Note: Chord bears South 48°56'33" West for a distance of 123.247 feet) to the historic Southerly section line of said Section 9 at a point 40.000 feet perpendicularly distant Southerly from the control line of said 5400 South Street access road; thence South 88°34'11" West 1146.766 feet along said historic Southerly section line to the Easterly right of way line of existing State Route 111 (Note: Reference Utah Department of Transportation Project No. S-0135(3)) at a point 10.389 feet perpendicularly distant Southerly from said 5400 South Street access road control line and 70.000 feet perpendicularly distant Easterly from the control line of said existing State Route 111; thence North 39°43'55" West 42.051 feet along said Easterly right of way line to a point 22.542 feet perpendicularly distant Northerly from the control line of said 5400 South Street access road and 70.000 feet perpendicularly distant Easterly from the control line of said State Route 111; thence North 88°34'11" East 504.873 feet along a line parallel with said historic Southerly Section line to a point 23.948 feet perpendicularly distant Northerly from the control line of said 5400 South Street access road; thence North 1°16'14" West 16.052 feet to a point 40.000 feet perpendicularly distant Northerly from the control line of said 5400 South Street access road; thence North 88°43'46" East 534.058 feet along a line parallel with said control line to the beginning of a curve at a point 40.00 feet radically distant Northerly from the control line of said 5400 South Street access road; thence Northeasterly 190.793 feet along the arc of a 210.000 foot radius curve to the left concentric with said control line (Note: Chord bears North 62°42'06" East for a distance of 184.298 feet) to a point 40.000 feet perpendicularly distant Northwesterly from the control line of said 5400 South Street access road; thence North 36°40'27" East 77.362 feet along a line parallel with said control line to a point 40.000 feet perpendicularly distant Northerly from the control line of said 5400 South Street access road and 53.000 feet perpendicularly distant Southerly from the control line of said project; thence North 53°19'33" West 493.466 feet along a line parallel with said control line to the beginning of a curve at a point 53.000 feet radically distant Southerly from said control line; thence Southwesterly 1160.924 feet along the arc of a 877.000 foot radius curve to the left concentric with said control line (Note: Chord bears South 88°45'06" West for a distance of 1077.999 feet) to a point 53.000 feet perpendicularly distant Northerly from said control line; thence South 50°49'45" West 119.828 feet along a line parallel with said control line to the Easterly right of way line of said existing State Route 111 at a point 53.000 feet perpendicularly distant Southerly from said control line and 70.000 feet perpendicularly distant Easterly from the control line of said existing State Route 111; thence North 39°44'42" West 106.005 feet along said Easterly

right of way line to a point 70.000 feet perpendicularly distant Easterly from the control line of said existing State Route 111 and 53.000 feet perpendicularly distant Northerly from the control line of said project; thence North 50°49'45" East 120.890 feet along a line parallel with said control line to the beginning of a curve at a point 53.000 feet radically distant Northerly from said control line; thence Northeasterly 1301.241 feet along the arc of a 983.000 foot radius curve to the right concentric with said control line (Note: Chord bears North 88°45'06" East for a distance of 1208.293 feet) to a point 53.000 feet perpendicularly distant Northerly from said control line; thence South 53°19'33" East 538.388 feet to the beginning of a curve at a point 53.000 feet radically distant Northerly from said control line; thence Southeasterly 579.267 feet along the arc of a 877.000 foot radius curve to the left concentric with said control line (Note: Chord bears South 72°14'53" East for a distance of 568.792 feet) to a point 53.000 feet perpendicularly distant Northerly from said control line; thence North 88°49'47" East 836.398 feet to the point of beginning, as shown on the official map of said project on file in the office of the Utah Department of Transportation).

(Note: Rotate all bearings in the above description 0°06'11" clockwise match highway bearing according to the Project coordinates.)

20-06-100-001-0000 (Kennecott owned NGIS leased) South half of parcel
W 1/2 OF SEC 6 T 2S R 2W SL MER 320 AC 6139-2892 6139-2979

20-06-200-001-0000 (Kennecott owned NGIS leased) South half of parcel
E 1/2 OF SEC 6 T 2S R 2W SL MER 317.8 AC 6139-2892 6139-2979

20-07-200-001-0000 (Kennecott owned NGIS leased)
E 1/2 OF SEC 7 T 2S R 2W SL MER 317 AC 6139-2892 6139-2979

20-07-300-001-0000 (Kennecott owned NGIS leased]
W 1/2 OF SEC 7 T 2S R 2W SL MER EXCEPT LOT 3 279.51 AC 6139-2892 6139-2979 (LOT
3, SEC 7, T 2S, R 2W, S L M. 39.94 AC. 4967-627 5212-0594 5325-0955 5332-1035. 5346-363
5346-0365 7116-1990)