14286633 B: 11517 P: 3178 Total Pages: 10 09/11/2024 09:17 AM By: Jattermann Fees: \$40.00 Rashelle Hobbs, Recorder, Salt Lake County, Utah Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC. 1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

When Recorded Return To: D.R. Horton, Inc. 12351 South Gateway Park Place, Suite D100 Draper, Utah 84020

BOUNDARY LINE AGREEMENT

RECITALS

- A. Horton owns that certain real property (the "Horton Parcel") located in West Valley City, Salt Lake County, Utah, which is more particularly identified as Tax Parcels No. 20-05-126-002 and 20-05-126-003 The legal description of the Horton Parcel is set forth in Exhibit A attached hereto and incorporated herein by this reference.
- B. Kennecott owns that certain real property (the "Kennecott Parcel") located in West Valley City, Salt Lake County, Utah, which is more particularly identified as Tax Parcel No. 20-05-300-010. The legal description of the Kennecott Parcel is set forth in Exhibit B attached hereto and incorporated herein by this reference
 - C. The Horton Parcel and the Kennecott Parcel are contiguous.
- D. The Parties are entering into this Agreement to adjust the boundary line between the Horton Parcel and the Kennecott Parcel in accordance with the terms of this Agreement. The legal description and depiction of the adjusted and agreed upon boundary line (the "Adjusted Boundary Line") is set forth in Exhibit C attached hereto and incorporated herein by this reference. In the event of any discrepancy between the legal description and the depiction provided in Exhibit C, the legal description shall control. The legal description of the Horton Parcel after the Adjusted Boundary Line becomes effective is set forth in Exhibit D attached hereto and incorporated herein by this reference (the "Adjusted Horton Parcel"). The legal description of the Kennecott Parcel after the Adjusted Boundary Line becomes effective is set forth in Exhibit E attached hereto and incorporated herein by this reference (the "Adjusted Kennecott Parcel"). The Horton Parcel, the Adjusted Horton Parcel, the Kennecott Parcel and the Adjusted Kennecott Parcel are sometimes referred to herein singularly as a "Parcel" and collectively as the "Parcels."
- E. As of the date of this Agreement, neither the Horton Parcel nor the Kennecott Parcel is a platted lot.

F. In conjunction with the preparation of this Agreement, and pursuant to Section 17-23-17 of the Utah Code, a survey (the "Survey") was prepared that shows the location of the Horton Parcel, the Kennecott Parcel, the Adjusted Boundary Line, the Adjusted Horton Parcel and the Adjusted Kennecott Parcel, which Survey was prepared by Patrick M. Harris of Ensign Engineering, and which Survey was filed with the Salt Lake County Surveyor on September 9,2024 , as File No. S2024-09-0535

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual covenants and promises hereinafter set forth, the Parties agree as follows:

- 1. <u>Accuracy of Recitals</u>. The Recitals set forth above are true, correct and complete in all material respects.
- 2. Adjusted Boundary Line. Pursuant to Section 57-1-45 and Section 10-9a-524 of the Utah Code, the Parties hereby covenant and agree that from and after the date of this Agreement the boundary line between the Horton Parcel and the Kennecott Parcel is adjusted to be the Adjusted Boundary Line. As the result of such adjustment to the Adjusted Boundary Line, the legal description of the Horton Parcel is hereby adjusted to be the legal description of the Adjusted Horton Parcel, and the legal description of the Kennecott Parcel is hereby adjusted to be the legal description of the Adjusted Kennecott Parcel. To conform the legal descriptions of the Horton Parcel and the Kennecott Parcel to the Adjusted Boundary Line, (a) Horton hereby quitclaims to Kennecott any and all of Horton's right, title and interest in and to the Adjusted Kennecott Parcel, and (b) Kennecott hereby quitclaims to Horton any and all of Kennecott's right, title and interest in and to the Adjusted Horton Parcel.
- 3. <u>Duration; Rights Run With the Land; Binding Effect.</u> This Agreement and the Adjusted Boundary Line established hereby shall be perpetual. Each of the agreements and rights contained in this Agreement: (i) shall inure to the benefit of and be binding upon the Parties and their respective successors, successors-in-title, heirs and assigns as to their respective Parcel, or any portion of their respective Parcel, each of whom shall be an intended beneficiary (whether third party or otherwise) of the rights and agreements granted hereunder; (ii) shall run with the land; and (iii) shall remain in full force and effect and shall be unaffected by any change in the ownership of, or any encumbrance, lien, judgment, easement, lease or other right affecting, the Adjusted Horton Parcel or the Adjusted Kennecott Parcel, or any portion thereof, or any change of use, demolition, reconstruction, expansion or other circumstances.
- 4. <u>Integration; Modification</u>. This Agreement contains the entire agreement between the Parties with respect to the matters set forth herein. This Agreement may be modified or amended only with the unanimous written agreement of the Parties, their successors and assigns.
- 5. <u>Further Action</u>. The Parties shall execute and deliver all documents, provide all information, and take or forebear from taking all action as may be necessary or appropriate to achieve the purpose of this Agreement.

- 6. <u>Applicable Law.</u> This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.
- 7. <u>Interpretation</u>. The paragraph headings in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation and construction. The use of the singular in this Agreement shall include the plural, and the use of the plural in this Agreement shall include the singular, where the context is otherwise appropriate.
- 8. <u>Severability</u>. In the event that any condition, covenant or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant or other provisions shall be deemed invalid due to its scope or breadth, such condition, covenant or other provision shall be deemed valid to the extent of the scope and breadth permitted by law.
- 9. <u>Attorneys' Fees</u>. In the event it becomes necessary for either Party or its successors and assigns to employ the service of an attorney in order to enforce such Party's rights under this Agreement with respect to the other Party hereto or its successors and assigns, either with or without litigation, the non-prevailing Party in such controversy shall pay to the prevailing Party reasonable attorneys' fees and, in addition, such costs and expenses as are incurred by the prevailing Party in enforcing such Party's rights under this Agreement.
- 10. <u>Counterparts</u>. This Agreement may be executed and acknowledged in any number of counterparts, each of which, when executed, acknowledged and delivered, shall be deemed an original, but all of which shall together constitute one and the same instrument.

[Signatures Appear on Following Pages.]

IN WITNESS WHEREOF, this B of the day and year first above written.	soundary Line Agreement is executed to be effective as
	D.R. Horton, Inc., a Delaware corporation
	By:
STATE OF UTAH)	
: ss. COUNTY OF SALT LAKE)	
	s acknowledged before me this 29 th day of capacity as the on, Inc., a Delaware corporation.
SHANNA J MARETSKY NOTARY PUBLIC-STATE OF UTAH COMMISSION# 714808 COMM. EXP. 10-20-2024	Kennecott Utah Copper LLC, a Utah limited liability company
	By: Procently Name: Release westle-mith Title: NP FINANCE Date of Execution: 8/28, 2024
STATE OF UTAH)	
: ss. COUNTY OF SALT LAKE)	
The foregoing instrument was 2024, by Council of Kennecott	s acknowledged before me this 28 day of Rustu-Smit, in such person's capacity as the Utah Copper LLC, a Utah limited liability company.
MARGARET HUFFMAN Notary Public, State of Utah Commission # 736042 My Commission Expires March 12, 2028	Margaret Conforman NOTARY PUBLIC

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EXHIBIT A TO BOUNDARY LINE AGREEMENT

LEGAL DESCRIPTION OF THE HORTON PARCELS

The Horton Parcel is located in Salt Lake County, Utah, and is more particularly described as follows:

DR Horton, Inc. - Parcel No. 20-05-126-003

BEG W 868.48 FT & S 33.79 FT FR S 1/4 COR SEC 32, T1S, R2W, SLM; N 85°51′59″ W 84.71 FT; N 89°40′50″ W 347.77 FT; N 0°19′10″ E 33 FT; S 89°40′50″ E 288.42 FT; SE'LY ALG 560 FT RADIUS CURVE TO L, 94.22 FT (CHD S 72°52′19″ E); S 77°41′31″ E 54.98 FT TO BEG.

DR Horton, Inc. - Parcel No. 20-05-126-002

BEG S 82°10'33" W 89.81 FT M OR L & S 82°09'42" W 348.49 FT M OR L FR THE N 1/4 COR OF SEC 5, T2S, R2W, SLM; S 81°35'00" W 184.04 FT; N 77°41'31" W 302.77 FT; NWLY ALG A 560.00 FT RADIUS CURVE TO THE R 94.22 FT (CHD N 72°52'19" W); S 89°40'50" E 250.74 FT M OR L; S 77°41'31" E 200.316 FT M OR L; SE'LY ALG A 300.00 FT RADIUS CURVE TO THE L 111.57 FT (CHD S 88°20'45" E); N 81° E 10.61 FT; S 0°01'06" W 19.69 FT TO BEG.

EXHIBIT B TO BOUNDARY LINE AGREEMENT

LEGAL DESCRIPTION OF THE KENNECOTT PARCEL

The Kennecott Parcel is located in Salt Lake County, Utah, and is more particularly described as follows:

A PARCEL OF LAND WITHIN SECTIONS 5, T2S, R2W, S.L.B.&M. BEGINNING AT A POINT ON THE LINE BETWEEN UNINCORPORATED SALT LAKE COUNTY AND WEST VALLEY CITY, SAID POINT IS S89°19'19"E A DISTANCE OF 1245.31 FEET ALONG THE SOUTH LINE OF SAID SECTION 5 AND N00°08'41"W ALONG THE BOUNDARY BETWEEN WEST VALLEY CITY AND UNINCORPORATED SALT LAKE COUNTY A DISTANCE OF 2346.76 FEET FROM THE

SOUTHWEST CORNER OF SAID SECTION 5; THENCE CONTINUING N00°08'41"W ALONG SAID CORPORATE BOUNDARY A DISTANCE OF 2875.99 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 5; THENCE S89°41'35"E ALONG THE NORTH LINE OF SECTION 5 A DISTANCE OF 798.37 FEET; THENCE S04°07'52"E A DISTANCE OF 779.91 FEET; THENCE S02°19'52"E A DISTANCE OF 1855.75 FEET; THENCE S02°35'52E A DISTANCE OF

260.33 FEET; THENCE N88°44'45"W A DISTANCE OF 934.78 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPTING THE PAPANIKOLAS, BROADHEAD & BUCK TRACTS AND COUNTY ROAD; PARCELS 20-05-100-002 AND 20-05-100-003 OWNED BY KENNECOTT UTAH COPPER

ALSO LESS AND EXCEPTING PARCEL 20-05-126-001 BEGINNING S82°10'33"W A DISTANCE OF 89.81 FEET AND S82°09'42"W A DISTANCE OF 348.49 FEET AND N00°01'06"E A DISTANCE OF 19.69 FEET FROM THE NORTH QUARTER CORNER OF SECTION 5, T2S, R2W, S.L.B.&M. THENCE S81°W A DISTANCE OF 10.61 FEET TO THE POINT OF CURVATURE OF A 300.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE 111.57 FEET ALONG SAID CURVE (CHORD BEARS N88°20'45"W); THENCE N77°41'31"W A DISTANCE OF 200.32 FEET; THENCE S89°40'50"E A DISTANCE OF 317.09 FEET; THENCE S00°01'03"W A DISTANCE OF 42.47 FEET TO THE POINT OF BEGINNING; ALSO LESS AND EXCEPTING PARCEL 20-05-126-002 BEGINNING S82°10'33"W A DISTANCE OF 89.81 FEET AND S82°09'42"W A DISTANCE OF 348.49 FEET FROM THE NORTH QUARTER CORNER OF SECTION 5, T2S, R2W, S.L.B.&M. THENCE S81°35'00"W A DISTANCE OF 184.04 FEET;

THENCE N77°41'31"W A DISTANCE OF 302.77 FEET TO THE POINT OF CURVATURE OF A 560.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE 94.22 FEET ALONG SAID CURVE (CHORD BEARS N72°52'19"W); THENCE S89°40'50"E A DISTANCE OF 250.74 FEET; THENCE S77°41'31"E A DISTANCE OF 200.316 FEET TO THE POINT OF CURVATURE OF A 300.00 FOOT RADIUS CURVE TO THE LEFT; THENCE 111.57 FEET ALONG SAID CURVE (CHORD BEARS S88°20'45"E); THENCE N81°E A DISTANCE OF 10.61 FEET; THENCE S00°01'06"W A DISTANCE OF 19.69 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING PARCEL 20-05-100-001 BEGINNING 650.2 FEET WEST, S3°18'E 647.1 FEET AND S85°44'00"W 23.66 FEET FROM THE NORTH QUARTER CORNER OF SECTION 5, T2S, R2W, S.L.B.&M. THENCE S85°44'W A DISTANCE OF 200.84 FEET; THENCE S2°47'W A DISTANCE OF 93.2 FEET; THENCE N88°08'E 212.23 FEET; THENCE N4°07'52"W A DISTANCE OF 101.38 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING PARCEL 20-05-126-003 BEG W 868.48 FT & S 33.79 FT FR S 1/4 COR SEC 32, T1S, R2W, SLM; N 85°51'59" W 84.71 FT; N 89°40'50" W 347.77 FT; N 0°19'10" E 33 FT; S 89°40'50" E 288.42 FT; SE'LY ALG 560 FT RADIUS CURVE TO L, 94.22 FT (CHD S 72°52'19" E); S 77°41'31" E 54.98 FT TO BEG.

Parcel Number: 20-05-300-010

EXHIBIT C TO BOUNDARY LINE AGREEMENT

LEGAL DESCRIPTION AND DEPICTION OF THE ADJUSTED BOUNDARY LINE

Legal Description of Adjusted Boundary Line

The legal description of the Adjusted Boundary Line is as follows:

4100 South – Kennecott Utah Copper to D.R. Horton, Inc.

Beginning at a point North 89°40′50″ West 1,331.02 feet along the section line from the South Quarter Corner of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 00°18'16" East 33.00 feet; thence North 89°40'50" West 151.07 feet; thence North 00°08'09" West 33.00 feet to the section line; thence South 89°40'50" East 150.98 feet along the section line to the point of beginning.

Contains 4,984 Square Feet or 0.114 Acres

4100 South - D.R. Horton, Inc. to Kennecott Utah Copper

Beginning at a point North 89°40′50″ West 626.17 feet along the section line and South 49.50 feet from the South Quarter Corner of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 00°19'10" West 40.60 feet; thence North 77°41'31" West 218.95 feet; thence South 87°25'51" East 124.18 feet; thence South 89°40'50" East 90.09 feet to the point of beginning.

Contains 4,129 Square Feet or 0.095 Acres

EXHIBIT D TO BOUNDARY LINE AGREEMENT

LEGAL DESCRIPTION OF THE ADJUSTED HORTON PARCEL

The Adjusted Horton Parcel is located in Salt Lake County, Utah and is more particularly described as follows:

DR Horton, Inc. - Parcel No. 20-05-126-003

BEG W 868.48 FT & S 33.79 FT FR S 1/4 COR SEC 32, T1S, R2W, SLM; N 85°51'59" W 84.71 FT; N 89°40'50" W 347.77 FT; N 0°19'10" E 33 FT; S 89°40'50" E 288.42 FT; SE'LY ALG 560 FT RADIUS CURVE TO L, 94.22 FT (CHD S 72°52'19" E); S 77°41'31" E 54.98 FT TO BEG.

Together With

Beginning at a point on the Section line, said point being North 89°40'50" West 1300.57 feet from the North Quarter Corner of Section 5, Township 2 South, Range 2 West, Salt Lake Base and Meridian; and running thence South 00°19'10" West 33.00 feet; thence North 89°40'50" West 181.13 feet; thence North 00°11'24" West 33.00 feet; thence South 89°40'50" East 181.42 feet to the point of beginning.

Also Together With

Beginning at a point being North 89°40'50" West 838.73 feet and South 44.96 feet from the North Quarter Corner of Section 5, Township 2 South, Range 2 West, Salt Lake Base and Meridian; and running thence North 87°33'34" West 323.23 feet; thence South 89°40'50" East 208.68 feet; thence South 85°51'59" East 84.71 feet; thence South 77°41'31" East 30.47 feet to the point of beginning.

DR Horton, Inc. - Parcel No. 20-05-126-002

BEG S 82°10'33" W 89.81 FT M OR L & S 82°09'42" W 348.49 FT M OR L FR THE N 1/4 COR OF SEC 5, T2S, R2W, SLM; S 81°35'00" W 184.04 FT; N 77°41'31" W 302.77 FT; NWLY ALG A 560.00 FT RADIUS CURVE TO THE R 94.22 FT (CHD N 72°52'19" W); S 89°40'50" E 250.74 FT M OR L; S 77°41'31" E 200.316 FT M OR L; SE'LY ALG A 300.00 FT RADIUS CURVE TO THE L 111.57 FT (CHD S 88°20'45" E); N 81° E 10.61 FT; S 0°01'06" W 19.69 FT TO BEG. Less & Excepting

Beginning at a point being North 89°40'50" West 838.73 feet and South 44.96 feet from the North Quarter Corner of Section 5, Township 2 South, Range 2 West, Salt Lake Base and Meridian; and running thence South 87°33'34" East 122.57 feet; thence South 89°40'50" East 36.23 feet; thence South 04°07'52" East 29.75 feet; thence North 77°41'31" West 164.62 feet to the point of beginning.

EXHIBIT E TO BOUNDARY LINE AGREEMENT

LEGAL DESCRIPTION OF THE ADJUSTED KENNECOTT PARCEL

The Adjusted Kennecott Parcel is located in Salt Lake County, Utah and is more particularly described as follows:

A PARCEL OF LAND WITHIN SECTIONS 5, T2S, R2W, S.L.B.&M.

BEGINNING AT A POINT ON THE LINE BETWEEN UNINCORPORATED SALT LAKE COUNTY AND WEST VALLEY CITY, SAID POINT IS \$89°19'19"E A DISTANCE OF 1245.31 FEET ALONG THE SOUTH LINE OF SAID SECTION 5 AND

N00°08'41"W ALONG THE BOUNDARY BETWEEN WEST VALLEY CITY AND UNINCORPORATED SALT LAKE COUNTY A DISTANCE OF 2346.76 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 5;

THENCE CONTINUING N00°08'41"W ALONG SAID CORPORATE BOUNDARY A DISTANCE OF 2875.99 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 5; THENCE S89°41'35"E ALONG THE NORTH LINE OF SECTION 5 A

DISTANCE OF 798.37 FEET; THENCE S04°07'52"E A DISTANCE OF 779.91 FEET; THENCE S02°19'52"E A DISTANCE OF 1855.75 FEET; THENCE S02°35'52E A DISTANCE OF 260.33 FEET; THENCE N88°44'45"W A DISTANCE OF

934.78 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE PAPANIKOLAS, BROADHEAD & BUCK TRACTS AND COUNTY ROAD; PARCELS 20-05-100-002 AND 20-05-100-003 OWNED BY KENNECOTT UTAH COPPER

ALSO LESS AND EXCEPTING PARCEL 20-05-126-001 BEGINNING S82°10'33"W A DISTANCE OF 89.81 FEET AND S82°09'42"W A DISTANCE OF 348.49 FEET AND N00°01'06"E A DISTANCE OF 19.69 FEET FROM THE NORTH

QUARTER CORNER OF SECTION 5, T2S, R2W, S.L.B.&M. THENCE S81°W A DISTANCE OF 10.61 FEET TO THE POINT OF CURVATURE OF A 300.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE 111.57 FEET ALONG SAID

CURVE (CHORD BEARS N88°20'45"W); THENCE N77°41'31"W A DISTANCE OF 200.32 FEET; THENCE S89°40'50"E A DISTANCE OF 317.09 FEET; THENCE S00°01'03"W A DISTANCE OF 42.47 FEET TO THE POINT OF BEGINNING;

ALSO LESS AND EXCEPTING PARCEL 20-05-126-002 BEGINNING S82°10'33"W A DISTANCE OF 89.81 FEET AND S82°09'42"W A DISTANCE OF 348.49 FEET FROM THE NORTH QUARTER CORNER OF SECTION 5, T2S, R2W,

S.L.B.&M. THENCE S81°35'00"W A DISTANCE OF 184.04 FEET;

THENCE N77°41'31"W A DISTANCE OF 302.77 FEET TO THE POINT OF CURVATURE OF A 560.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE 94.22 FEET ALONG SAID CURVE (CHORD BEARS N72°52'19"W); THENCE

S89°40'50"E A DISTANCE OF 250.74 FEET; THENCE S77°41'31"E A DISTANCE OF 200.316 FEET TO THE POINT OF CURVATURE OF A 300.00 FOOT RADIUS CURVE TO THE LEFT; THENCE 111.57 FEET ALONG SAID CURVE

(CHORD BEARS S88°20'45"E); THENCE N81°E A DISTANCE OF 10.61 FEET; THENCE S00°01'06"W A DISTANCE OF 19.69 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING PARCEL 20-05-100-001 BEGINNING 650.2 FEET WEST, S3°18'E 647.1 FEET AND S85°44'00"W 23.66 FEET FROM THE NORTH QUARTER CORNER OF SECTION 5, T2S, R2W, S.L.B.&M. THENCE

S85°44'W A DISTANCE OF 200.84 FEET; THENCE S2°47'W A DISTANCE OF 93.2 FEET; THENCE N88°08'E 212.23 FEET; THENCE N4°07'52"W A DISTANCE OF 101.38 FEET TO THE POINT OF BEGINNING. ALSO LESS AND EXCEPTING PARCEL 20-05-126-003 BEG W 868.48 FT & S 33.79 FT FR S 1/4 COR SEC 32, T1S, R2W, SLM; N 85°51'59" W 84.71 FT; N 89°40'50" W 347.77 FT; N 0°19'10" E 33 FT; S 89°40'50" E 288.42 FT; SE'LY ALG

560 FT RADIUS CURVE TO L, 94.22 FT (CHD S 72°52'19" E); S 77°41'31" E 54.98 FT TO BEG.

Also Less & Excepting

Beginning at a point on the Section line, said point being North 89°40'50" West 1300.57 feet from the North Quarter Corner of Section 5, Township 2 South, Range 2 West, Salt Lake Base and Meridian; and running thence South 00°19'10" West

33.00 feet; thence North 89°40'50" West 181.13 feet; thence North 00°11'24" West 33.00 feet; thence South 89°40'50" East 181.42 feet to the point of beginning.

Also Less & Excepting

Beginning at a point being North 89°40'50" West 838.73 feet and South 44.96 feet from the North Quarter Corner of Section 5, Township 2 South, Range 2 West, Salt Lake Base and Meridian; and running thence North 87°33'34" West 323.23

feet; thence South 89°40'50" East 208.68 feet; thence South 85°51'59" East 84.71 feet; thence South 77°41'31" East 30.47 feet to the point of beginning.

Together With

Beginning at a point being North 89°40'50" West 838.73 feet and South 44.96 feet from the North Quarter Corner of Section 5, Township 2 South, Range 2 West, Salt Lake Base and Meridian; and running thence South 87°33'34" East 122.57

feet; thence South 89°40'50" East 36.23 feet; thence South 04°07'52" East 29.75 feet; thence North 77°41'31" West 164.62 feet to the point of beginning.

Parcel Number: 20-05-300-010