

Magna Water Company  
2711 South 8600 West  
Magna, Ut 84044

Recorded \_\_\_\_\_ at \_\_\_\_\_ by \_\_\_\_\_  
\_\_\_\_\_ Title Company  
in the office of the Salt Lake County Recorder, as entry  
No. \_\_\_\_\_ in Book \_\_\_\_\_  
On Page \_\_\_\_\_ by \_\_\_\_\_

**SPECIAL WARRANTY DEED**

Alliant Techsystems Inc., a Delaware corporation (hereinafter "Grantor"), hereby conveys, subject to the Restrictive Covenants identified in Attachment I and incorporated herein, and warrants against all claiming by, through or under Grantor, but not otherwise, to Magna Water Company, an Improvement District, with its principal offices located at 2711 South 8600 West, Magna, Utah 84044-0303 (hereinafter "Grantee"), its assigns, transferees and successors in interest for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real property located in Salt Lake County, Utah (hereinafter the "Property"), to wit:

7874797

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.

Situate in Salt Lake County, State of Utah.

20-10-400-005-4003

The undersigned executing this Special Warranty Deed on behalf of Grantor represents and warrants that he has been duly authorized to execute and deliver the same.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed this 19th day of April, 2001.

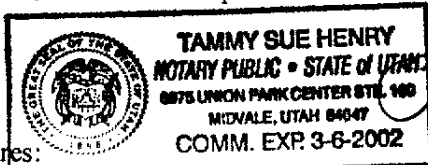
Alliant Techsystems Inc.

By: Robert N. Berg

Its: Director of Real Estate

STATE OF Utah )  
COUNTY OF Salt Lake )

The foregoing Special Warranty Deed was duly acknowledged before me this 19th day of April, 2001, by Robert N. Berg, the Director of Real Estate of Alliant Techsystems Inc., a Delaware corporation.



Tammy Sue Henry  
Notary Public

My Commission Expires:

March 6, 2002

3K8447PG5874

**RESTRICTIVE COVENANTS**

*RNB*

1. In its use of the Property, the Grantee, its assigns, transferees and successors in interest agree to abide by the following covenants, conditions and restrictions (collectively the "Restrictive Covenants").
  - a. No portion of the Property shall be used or occupied, either temporarily or permanently, for any residential use of any kind or nature, or used for churches, schools (whether private or public), community centers or hospitals, or any similar or related uses. Residential use is defined broadly herein to include, but not be limited to, any use of the Property by any person(s) for purposes of dwelling or any overnight accommodations, whether such uses are in single family residences, apartments, duplexes, or other multiple residential dwellings, trailers, trailer parks, camping sites, motels, hotels or any other dwelling use of any kind.
  - b. Any use of and construction on the Property shall be done in compliance with the provisions, restrictions, and requirements of the standards and requirements of Chapter 7-10 of the West Valley City Ordinances as the same exist on the date of this Agreement, without regard to any future amendment to such ordinance.
  - c. No portion of the Property shall be altered, constructed upon, occupied or used in any manner or for any purpose which violates any applicable existing or future ordinances, laws, regulation and standards, of any governmental entity having jurisdiction over the use and occupancy of all or any portion of the Property, including, without limiting the generality of the foregoing, all ordinances, rules, regulations and policies pertaining to overpressure zones.
2. The interest obtained by the Grantee in the Property will be subject to the Restrictive Covenants, which shall constitute covenants running with the land, or equitable servitudes, and shall be binding upon the Grantee, and all assigns, transferees and successors in interest who hereafter acquire any interest in any portion of the Property; provided, however, that such Restrictive Covenants shall be binding upon the Grantee and all its said assigns, transferees and successors for only as long as the Grantor and its subsidiaries, affiliates and successors in interest as to Grantor's local business operations own in fee simple the immediately adjoining real property.

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04/20/2001 09:58 AM 12.00  
Book - 8447 Pg - 5874-5875  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
GUARDIAN TITLE  
BY: KCC, DEPUTY - WI 2 P.

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