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ADAM GARDINER  
Recorder, Salt Lake County, UT  
FIRST AMERICAN NCS  
BY: eCASH, DEPUTY - EF 15 P.

WHEN RECORDED, RETURN TO:  
Kennecott Utah Copper LLC  
4700 W. Daybreak Parkway, Suite 3S  
South Jordan, UT 84009  
Attention: Jeff Stephenson

First American Title  
National Commercial Services  
NCS File # 835817

*Space above for County Recorder's Use*

### RESTRICTIVE COVENANTS AGREEMENT

THIS RESTRICTIVE COVENANTS AGREEMENT (“**Agreement**”) is made effective this 31 day of May, 2018 (“**Effective Date**”), by and between KENNECOTT UTAH COPPER LLC, a Utah limited liability company formerly known as Kennecott Utah Copper Corporation (together with its successor and assigns “**KUC**”), with an address of 4700 W. Daybreak Parkway, Suite 3S, South Jordan, UT 84009; and OQUIRRH WEST II, LLC, a Utah limited liability company (together with its successor and assigns “**Oquirrh West**”), whose address is 126 West Sego Lily Drive, Suite 250, Sandy, Utah 84070, with reference to the following:

#### RECITALS:

- A. KUC owns certain lands located near 7800 South and State Road U-111 in Salt Lake County, Utah (“**KUC Lands**”) more particularly described on the attached Exhibit A.
- B. Oquirrh West owns approximately 138 acres of real property located adjacent to portions of the KUC Lands (“**Oquirrh Lands**”) more particularly described on the attached Exhibit B that Oquirrh West intends to develop for residential housing (the “**Project**”).
- C. Concurrently with this Agreement and in connection with the Project, Oquirrh West is purchasing from KUC that certain parcel of real property consisting of approximately 6.303 acres (the “**Access Parcel**”) as more particularly described on the attached Exhibit C.
- D. The Access Parcel is essential to the Project in order to extend 7800 South as a public street and to provide ingress and egress to and from the Oquirrh Lands and State Road U-111.
- E. As a material inducement to Kennecott to sell the Access Parcel to Oquirrh West, the Parties are entering into this Agreement to protect existing and future mining operations on the KUC Lands and for the purpose of imposing certain covenants, conditions and restrictions on the Oquirrh Lands for the benefit of KUC and the KUC Lands.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged KUC and Oquirrh West agree as follows:

- 1. Definitions. When used in this Agreement (including in that portion hereof entitled “**Recitals**”), each of the following terms shall have the meaning indicated.

- (a) “**Access Parcel**” shall have the meaning set forth in Recital C.
- (b) “**Claims**” shall mean any and all claims, counterclaims, causes of action, suits or damages (including, without limitation, all foreseeable and unforeseeable consequential damages, injunction, and other relief), fines, judgments, penalties, costs, liabilities, losses, or expenses.
- (c) “**KUC Lands**” shall have the meaning set forth in Recital A.
- (d) “**KUC Parties**” shall mean collectively KUC, its parent entities, affiliates, subsidiaries, divisions, partners, predecessors, successors in interest, heirs, and assigns, and all other persons with whom each of them has been or is now affiliated and their respective officers, directors, members, shareholders, agents, managers, servants, representatives, employees, and attorneys.
- (e) “**Lot**” shall mean each portion of the Oquirrh Lands currently set forth on or in the future set forth on a recorded subdivision plat as a separate legal parcel, together with all improvements located thereon and all appurtenances thereunto appertaining.
- (f) “**Mining Use**” shall have the meaning set forth in Utah Code Ann. § 17-41-101(12)(2016).
- (g) “**Oquirrh Lands**” shall have the meaning set forth in Recital B.
- (h) “**Owner**” shall mean any person or entity or combination thereof, including Oquirrh West, at any time owning a Lot within the Project, as shown on the records of Salt Lake County, State of Utah.
- (i) “**Party**” and “**Parties**” shall mean KUC or Oquirrh West individually, and KUC and Oquirrh West collectively.
- (j) “**Project**” shall have the meaning set forth in Recital B.
- (k) “**Project Parcels**” shall mean collectively the Oquirrh Lands and the Access Parcel.
- (l) “**Waived Claims**” shall have the meaning set forth in Section 6.

2. Run with the Land. Oquirrh West and KUC hereby subject the Project Parcels to the terms, covenants, conditions, restrictions, limitations, prohibitions, and encumbrances set forth in this Agreement. All portions of the Project Parcels shall be held, owned, sold, conveyed, transferred, occupied, leased, rented, encumbered and used subject to this Agreement, all of which shall constitute covenants that run with, touch and concern, and are binding upon the land.

3. Notice of Vested Mining Use. Pursuant to that certain Declaration and Notice of Vested Mining Use recorded with the Salt Lake County Recorder’s Office on May 12, 2009, as Entry No. 10700345, in Book 9721, beginning at Page 9583, all or portions of the KUC Lands and other lands adjacent to or in the vicinity of the KUC Lands are located in a “mining protection

area” entitled to the protections under Utah Code Ann. § 17-41-101 et seq. Further, portions of the Project Parcels are located in whole or in part within 1,000 feet of the boundary of a mining protection area and must comply with Utah Code Ann. § 17-41-403(4)(c), in which normal Mining Uses and activities have been afforded the highest priority use status. It is anticipated that Mining Uses may now or in the future be conducted in the vicinity of the Project Parcels. The use and enjoyment of the Project Parcels is expressly conditioned on acceptance of any annoyance or inconvenience that may result from the normal Mining Uses and activities.

4. Covenants and Conditions. The following covenants, conditions and restrictions apply to the use, ownership, development, and operation of the Project Parcels:

(a) Oquirrh West acknowledges and agrees that the Mining Uses exist and will continue (whether or not continuously) and may contract or expand from time to time and will not constitute a nuisance to the Project, the Project Parcels, the Owners and/or the Lots. Oquirrh West and its successors and assigns further covenants not to sue KUC or any KUC Party arising from or related to the Mining Uses and the Mining Uses will not be the basis of any claim or suit in law or in equity, or any other form of complaint to any authority against KUC or its successors or assigns; and

(b) Oquirrh West and its successors and assigns waive, relinquish, release and forever discharge KUC and the KUC Parties and their respective successors and assigns from and against any and all Claims that may arise relating to or in connection with Mining Uses (whether the use currently exists or changes in the future) in the vicinity of the Project Parcels.

5. Industrial Operations. Without limiting any other provision of this Agreement, Oquirrh West and each Owner by accepting a deed to a Lot hereby accepts the Lot with full knowledge of the nature and character of the industries that are now or in the future may be operated in the vicinity of the Project and of the annoyances, inconveniences, and unpleasantness possible to attend or result from such operations, and each Owner hereby waives and releases any known or unknown Claims of any kind, character, or nature whatsoever, fixed or contingent, against KUC and/or the KUC Parties, for damage to property in, upon, or about the Lot and/or the Project Parcels or any portion thereof and for injury to persons in, upon, or about the Lot and/or the Project Parcels, except to the extent caused by the gross negligence or willful misconduct of a KUC Party. Each Owner by accepting a deed to a Lot also hereby acknowledges (and waives any Claims against KUC with respect to) that KUC reserves the right and privilege at any and all times to discharge through the air upon each and every portion of the Project Parcels, any and all gases, dust, dirt, fumes, particulates, and other substances and matter which may be released, given, thrown or blown off, emitted or discharged in the course of, by, or through the existence of or operations of any and all smelting plants, reduction works, mines, mills, refineries, manufactories, tailing deposits and other works and factories which now are, or which may hereafter at any time be established or operated by KUC, its successors, grantees, tenants or assigns.

6. Assumption of Risk and Waiver of Claims. Each Owner, by its purchase of a Lot, hereby acknowledges that the Project is located in the vicinity of active Mining Uses with industrial-type activities occurring on a continuous basis 24 hours a day, seven-days per week at all time(s) of the day and night and each such Owner expressly assumes the risk of noise, nuisances, hazards, personal injury, or property damage related to any and all Mining Uses,

including, without limitation, (a) noise, lighting and vibrations (it being specifically understood that such noise, lighting and vibrations may take place at all time(s) of the day or night), (b) view restrictions caused by installation and relocation of structures, buildings, equipment and machinery, (c) reduction in privacy, and (d) gases, dust, dirt, fumes, particulates, and other substances and matter which may be released, given, thrown or blown off, emitted or discharged in the course of, by, or through the existence of or operations of Mining Uses. To the fullest extent permitted by law, each Owner agrees that neither KUC nor any KUC Party (unless acting recklessly or in a willfully wrongful manner) shall be liable to an Owner or any other person claiming any loss or damage, including, without limitation, indirect, special, or consequential loss or damage arising from personal injury, destruction of property, trespass, loss of enjoyment, or any other alleged wrong or entitlement to remedy based upon, due to, arising from, or otherwise related to: (i) the proximity of an Owner's Lot to any Mining Uses; and/or (ii) any Claim arising in whole or in part from the negligence of KUC or any KUC Party (collectively referred to herein as the "**Waived Claims**"). Each Owner further covenants that KUC and the owners and operators of the Mining Uses shall have the right, in the nature of an easement, to subject all or any portion of the Project Parcels to nuisances incidental to the maintenance, operation or use thereof, and to the carrying out of such Mining Uses.

7. No Right of Access. No Owner and no tenant, guest, invitee, employee, agent or contractor of any Owner, shall at any time enter upon the KUC Lands, for any purpose, and each Owner shall keep his, her or its pets and other animals off any property (and out of any related facilities) of KUC at all times. No Owner shall (or permit his, her or its tenants, guests, invitees, employees, agents or contractors to) interfere in any way with Mining Uses (whether in the form of physical interference, noise, harassment, or otherwise). No Owner or its tenants, guests and invitees shall make any Claim against KUC or the owner or operator of any Mining Use (or any affiliate, agent, employee or representative of any of the foregoing) in connection with the matters described in this Section, whether in the nature of a claim for damages relating to personal injury or property damage, or otherwise.

8. Covenants Run With the Land. The covenants, conditions and restrictions granted or created in this Agreement are appurtenant to the Project Parcels and none of the rights or obligations may be transferred, assigned, or encumbered, except as an appurtenance to the Project Parcels. Each of the rights contained in this Agreement (whether affirmative or negative in nature) (a) constitute covenants running with the land; (b) bind every person having a fee, leasehold, or other interest in any portion of the Project Parcels at any time or from time-to-time, including an ownership right or any lease, sublease, assignment, license, concession, or other similar agreement; and (c) are binding upon the Owners of the Lots and their respective successors and assigns. For the purposes of this Agreement, the KUC Lands benefited by this Agreement constitute the dominant estate, and the Oquirrh Lands burdened by this Agreement constitute the servient estate.

9. Enforcement and Termination. The rights and restrictive covenants in this Agreement are appurtenant to and run to the benefit of KUC and its interest in the KUC Lands and KUC has the right to enforce the provisions of this Agreement. If at any time or for any reason KUC elects to release or terminate all or any portion of the beneficial rights arising under this Agreement and running to the benefit of the KUC Lands, KUC, without the approval or consent of any other Party, may do so by recording a notice against all or a portion of the Project Parcels and all or a portion of the KUC Lands specifying the nature and extent of the release or termination.

KUC's election to release or terminate all or any portion of the beneficial rights arising under this Agreement and running to the benefit of the KUC Lands or any portion of the KUC Lands will not terminate or release all or any portion of the beneficial rights arising under this Agreement and running to the benefit of the KUC Lands or that portion of the KUC Lands not released or terminated.

10. Default. In the event any Party fails to perform any provision of this Agreement, that failure will constitute a default and any other Party may thereafter institute legal action against the defaulting Party for specific performance, declaratory or injunctive relief, monetary damages, or any other remedy provided by law.

11. Injunctive Relief. In the event of any violation or threatened violation of this Agreement, KUC has the right to enjoin that violation or threatened violation in court. The right of injunction is in addition to all other remedies set forth in this Agreement or provided by law or in equity.

12. Breach Will Not Permit Termination. No breach of this Agreement will entitle a Party to terminate this Agreement, but that limitation does not affect in any manner any other rights or remedies which a Party may have by reason of any breach of this Agreement.

13. Governing Law. This Agreement is governed by the laws of the State of Utah.

14. Successors and Assigns; Covenants to Enforce. This Agreement is binding upon and inures to the benefit of Oquirrh West and KUC and their respective successors and assigns including, without limitations each Owner of a Lot. In the event Oquirrh West transfers its title or interest to all or any specific portions of the Project Parcels to a third-party purchaser or owner, all of the then Owners of the Lots or the transferred portion of the Project Parcels and any owners' associations that may be created to manage the Project or that portion of the Project will assume automatically and be responsible for their own compliance with the rights, covenants, benefits, responsibilities, and duties in connection with this Agreement.

15. Captions; Interpretation. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement. All Exhibits referenced in and attached to this Agreement are incorporated in this Agreement. Unless otherwise specifically indicated, any references in this Agreement to paragraphs are to paragraphs in this Agreement.

16. Change of Circumstances. Except as otherwise expressly provided in this Agreement, no change of conditions or circumstances shall operate to extinguish, terminate or modify any of the provisions of this Agreement.

17. Waiver. Failure of any Party to exercise any right under this Agreement or to insist upon strict compliance with regard to any provision of this Agreement, will not constitute a waiver of that Party's right to exercise that right or to demand strict compliance with this Agreement.

18. Binding upon Grantee-Owners or Others Claiming an Interest. Each and all of the provisions of this Agreement shall be binding upon the grantee-Owner of all Lots within the

Project or other person claiming an interest in any Lot through any instrument and such Owner's heirs, executors, administrators, successors and assigns.

19. Severability. The invalidity or unenforceability of a particular provision of this Agreement does not affect the other provisions of this Agreement, and this Agreement will be construed in all respects as if the invalid or unenforceable provision were omitted.

20. Construction. The Parties acknowledge that (a) each Party is of equal bargaining strength; (b) each Party has actively participated in the drafting, preparation, and negotiation of this Agreement; (c) each Party has consulted with its own independent counsel, and those other professional advisors as it has deemed appropriate, relating to any and all matters contemplated under this Agreement; (d) each Party and its counsel and advisors have reviewed this Agreement; (e) each Party has agreed to enter into this Agreement following that review and the rendering of that advice; and (f) any rule of construction to the effect that ambiguities are to be resolved against the drafting Parties does not apply in the interpretation of this Agreement.

21. Relationship of Parties. This Agreement will not be deemed or construed, either by the Parties or by any third-party, to create the relationship of principal and agent or create any partnership, joint venture, or other association between the Parties.

22. Authorization. Each individual executing this Agreement represents that they have been duly authorized to execute and deliver this Agreement in the capacity and for the entity for whom that individual signs.

23. Entire Agreement. This Agreement sets forth the entire understanding of the Parties with respect to the matters addressed in this Agreement and cannot be amended except pursuant to an instrument in writing signed by the Parties.

***[Intentionally Blank – Signature Pages and Acknowledgements Follow]***



This Agreement is executed as of the dates below written to be effective as of the Effective Date.

KENNECOTT UTAH COPPER LLC, a Utah limited liability company

Date: May \_\_, 2018

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

OQUIRRH WEST II, LLC, a Utah limited liability company

Date: May 31, 2018

By: [Signature]  
Print Name: DARON SMITH  
Title: MANAGER

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

The foregoing instrument was acknowledged before me this \_\_\_ day of May, 2018, by \_\_\_\_\_, as \_\_\_\_\_ of KENNECOTT UTAH COPPER LLC, a Utah limited liability company.

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

STATE OF UT )  
: ss.  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 31 day of May, 2018, by Daron Smith, as manager of OQUIRRH WEST II, LLC, a ~~Delaware~~ Utah limited liability company.

My Commission Expires: 9/22/19  
NOTARY PUBLIC  
Residing at: Houston





**EXHIBIT A  
TO  
RESTRICTIVE COVENANTS AGREEMENT**

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[Legal Description of KUC Lands]

The land referred to in this Restrictive Covenants Agreement as the KUC Lands is located in Salt Lake County, Utah and is described as follows:

**Parcel No. 20-28-100-001-0000:**

N 60 RD OF NW ¼ & S 20 RD OF W 1085 FT OF SEC 28 T 2S R 2W SL MER LESS RR 64 AC5663-0761 6139-2892 6139-2979

**Parcel No. 26-06-200-0030:**

THE S ½ OF NE ¼ & THE SE ¼ OF SEC 6, T 3S, R 2W, SL M. EXCEPT KENNECOTT COPPER CORP TRACKAGE. 236.63 AC M OR L. 6139-2877, 2892 6139-2979

**Parcel No. 26-06-200-002-0000:**

THE N ½ OF THE NE ¼ OF SEC 6, T 3S, R 2W, SL M. EXCEPT TV ACCESS ROAD & KENNECOTT COPPER CORP TRACKAGE. 77.84 AC M OR L. 6139-2877

**Parcel No. 26-05-400-02-0000:**

E ½ OF THE SE ¼ OF SEC 5, T 3S, R 2W, S LM. 80 AC 4010-477, 4474-983 5110-0762 5401-1752 6139-2892 6139-2979

**Parcel No. 26-05-400-01-0000:**

COM IN CEN SEC 5 T 3S R 2W SL MER S 160 RD E 80 RD N 160 RD E 80 RD N 80 RD W 80 RD SW'LY TO BEG 140 AC 5355-0454 5358-0341 5360-0434 6139-2892 6139-2979

**Parcel No. 26-05-300-01-0000:**

SW ¼ SEC 5 T 3S R 2W SL MER 160 AC 5378-1148 6139-2892 6139-2979

**Parcel No. 26-05-200-0010:**

BEG AT CEN SEC 5, T 3S, R 2W, S L M; N 160 RDS; E 160 RDS; S 1120 FT; W 2240 FT; S 1120 FT; S 45 ° W TO BEG. LESS TV ACCESS ROAD. 78.07 AC M OR L. 4381-0389, 5334-1083 5353-1222 5354-820, 5357-791 5647-2066 6139-2892 6139-2979

**Parcel No. 26-05-100-007-0000:**

BEG AT W ¼ COR OF SEC 5, T 3S, R 2W, S L M; N 1320 FT; E 1320 FT; N 1320 FT; N E 660 FT; S 660 FT; W 330 FT; S 660 FT; W 104 FT; S 660 FT; E 104 FT; S 660 FT; W 1650 FT TO BEG. LESS TV ACCESS ROAD. 63.00 AC M OR L. 6139-2979

**Parcel No. 26-05-100-006-0000:**

THE NW ¼ OF NW ¼ OF SEC 5, T 3S, R 2W, S L M. LESS TV ACCESS ROAD 38.68 AC M OR L. 6139-2877

**Parcel No. 26-05-100-005-0000:**

BEG W 660 FT & S 660 FT FR N ¼ COR OF SEC 5, T 3S, R 2W, S L M; W 330 FT; S 660 FT; W 104 FT; S 660 FT; E 330 FT; N 1980 FT TO BEG. LESS TV ACCESS ROAD. 16.38 AC M OR L. 5391-563, 5647-1122 5647-2066 6139-2892 6139-2979

**Parcel No. 26-05-100-002-0000:**

E ¼ OF NW ¼ OF SEC 5, T 3S, R 2W, S L M LESS TV ACCESS ROAD 39.5 AC 4381-0389, 5334-1083, 5353-1222 5354-0820 5357-791 5647-2066 6139-2892 6139-2979

**Parcel No. 26-04-300-002-0000:**

THE W 1600 FT OF THE SW ¼ SEC 4, T 3S, R 2W, S L M. 96.96 AC M OR L 5401-1752 6139-2892 6139-2979

**Parcel No. 26-04-100-006-0000:**

THE W 1775 FT OF THE NW ¼ SEC 4, T 3S, R 2W, S L M. 107.58 AC M OR L. 5401-332, 333 5401-0334 6139-2892 6139-2979

**Parcel No. 20-33-300-008-0000:**

BEG AT SW COR OF SEC 33, T2S, R2S, SLM; N 03°20'34" W 1320.57 FT; S 3°20'34" E 1306.31 FT M OR L; N 89°50'50" W 2466.89 FT TO BEG. 66.80 AC M OR L. 5720-2263, 2267, 2279 6139-2892 6139-2979 6202-0445

**Parcel No. 20-33-300-006-0000:**

BEG 1320 FT N & 1320 FT E FR SW COR OF SEC 33, T 2S, R 2W, S L M; N 1320 FT; W 1320 FT; N 408 FT; E 1320 FT; N 165 FT; E TO KENNECOTT COPPER CORP R X W; SW'LY ALG SD R X W TO ¼ SEC LINE; W TO BEG. 55.92 AC M OR L. 5356-84 5357-0786 6139-2892 6139-2979

**Parcel No. 20-33-300-005-0000:**

THE NW ¼ OF SW ¼ OF SEC 33, T 2S, R 2W, S L M. 5356-83, 84 5357-0791 6139-2892 6139-2979

**Parcel No. 20-33-100-001-0000:**

COM AT NW COR SEC 33, T2S, R2W, S L M; S 2232 FT; E 1320 FT; N 165 FT; E TO W LINE RR; N'LY ALG SD RR TO N SEC LINE; W ALG SD LINE TO BEG. 104.88 AC M OR L 4551-0436 5347-1483 6139-2892 6139-2979

**Parcel No. 20-32-100-013-0000:**

THE E ½ OF THE W ½ & THE E ½ OF SEC 32, T 2S, R 2W, S L M. 480 AC M OR L. 6139-2877 6139-2979

**Parcel No. 20-32-100-012-0000:**

THE ½ OF THE W ½ OF SEC 32, T 2S, R 2W, S L M. 160 AC M OR L. 6139-2877

**Parcel No. 20-31-200-002-0000:**

THE E ½ OF SEC 31, T 2S, R 2W, S L M. EXCEPT TV ACCESS ROAD 318.13 AC M OR L. 6139-2877

**Parcel No. 20-30-200-001-0000:**

E ½ OF SEC 30, T 2S, 42W, S L M. ALSO THE N ½ OF THE NW ¼ & THE SE ¼ OF THE SW ¼ OF SD SEC 30. 440.61 AC, M OR L. 4542-128 4542-0131 5647-1122 6139-2892 6139-2979

**Parcel No. 20-29-400-004-0000:**

THAT PART OF SEC 29, T 2S, R 2W, S L M; LYING S & E OF OLD BINGHAM & GARFIELD RR R OF W. LESS A PARCEL OF LAND 600 FT IN WIDTH LYING 300 FT ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE; BEG 1287.9 FT E FR SW COR OF SD SEC 29; N 12°47' E 902.2 FT; N'LY ALG CURVE TO L 250 FT; N 10°17' E 862.23 FT. LESS A PARCEL OF LAND 600 FT IN WIDTH LYING 300 FT ON EACH SIDE OF THE FOLLOWING DESCRIBED CEN LINE; BEG E 1691.87 FT & N 1975.1 FT FR SW COR SD SEC 29; N 10°17' E 819.57 FT; NE'LY & SE'LY ALG CURVE TO R 953.85 FT; S 71°19' E 2354.3 FT E'LY ALG CURVE TO L 495 FT. 168.51 AC M OR L 5521-0761 5647-1122 6139-2892 6139-2979

**Parcel No. 20-29-400-003-0000:**

A STRIP OF LAND 600 FT IN WIDTH LYING 300 FT ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE; BEG 3 1691.87 FT & N 1975.1 FT FR SW COR OF SEC 29, 2S, R 2W, S L M; N 10°17' E 819.57 FT; NE'LY ALG CURVE TO R 953.85 FT; S 71°19' E 2354.3 FT; E'LY ALG CURVE TO L 495 FT TO E SEC LINE OF SD SEC 29. 63.67 AC M OR L. 5521-0761 5647-1122 6139-2892 6139-2979

**Parcel No. 20-29-300-005-0000:**

A PARCEL OF LAND 600 FT IN WIDTH LYING 300 FT ON EACH SIDE OF THE FOLLOWING DESCRIBED CEN LINE: BEG 1287.9 FT E FR SW COR OF SEC 29, T 2S, R 2W, S L M; N 12°47' E 904.2 FT; N'LY ALG CURVE TO L 250 FT; N 10°17' E 862.23 FT. 27.77 AC M OR L 5391-0563 6139-2892 6139-2979

**Parcel No. 20-29-300-004-0000:**

A STRIP OF LAND BEING 200 FT IN WIDTH & LYING 100 FT ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: BEG 887.9 FT E M OR L FR SW COR OF SEC 29, T2S, R 2W, S L M; N 12°47' E 904.2 FT; N'LY ALG CURVE TO L 250 FT; N 10°17' E 1681.8 FT; N'LY & E'LY ALG CURVE TO R 1640 FT; S 71°19' E 2354.3 FT; E'LY ALG

CURVE TO L 887.8 FT; N 55°25' E 1363.6 FT; E'LY ALG CURVE TO L 465FT M OR L TO A PT ON THE N BOUNDARY LINE OF S ½ OF NW ¼ OF SEC 28, T 2S, R 2W, S L M. EXCEPT THAT PORTION LYING IN THE SW ¼ OF SEC 28. 43.83 AC M OR L. 5391-560, 6139-2892 6139-2979 6202-0445

**Parcel No. 20-29-100-001-0000:**

THE N ½ & THE SW ¼ OF SEC 29, T 2S, R 2W, S L M. LESS TRACTS PREVIOUSLY CONVEYED. 343.03 AC M OR L 6139-2979

**Parcel No. 20-28-300-004-0000:**

THE SW ¼ OF SEC 28, T 2S, R 2W, S L M. LESS RR. ALSO LESS & EXCEPT BEG N 89°42'46" E 2645.418 FT & N 0°32'33" W 1853.134 FT FR SW COR SEC 28, T 2S, R 2W, SLM; S 89°27'27" E 750 FT; S 0°32'23" E 400 FT TO BEG. 153.11 AC. 6074-1830 7614-1339

**Parcel No. 20-28-100-010-0000:**

THAT PORTION OF LOTS 5 & 6, SEC 28, T 2S, R 2W, S L M LYING S & E OF OLD BINGHAM & GARFIELD RR OF R OF W. LESS A STRIP OF LAND 600 FT M OR L IN WIDTH DESCRIBED AS FOLLOWS: BEG E 250 FT FR W ¼ COR OF SD SEC 28, NE'LY ALG CURVE TO L 376.02 FT; N 55°25' E 1363.6 FT; NE'LY ALG CURVE TO L 513.28 FT; E 571 FT; S 131.5 FT; SW'LY ALG CURVE TO R 935.09 FT; S 55°25' W 896.47 FT; W 1021.01 FT TO BEG. 17.33 AC M OR L. 5521-0761 5647-1122 6139-2892 6139-2979

**Parcel No. 20-28-100-009-0000:**

BEG E 250 FT FR W ¼ COR OF SEC 28, T 2S, R 2W, S L M; NW'LY ALG CURVE TO L 376.02 FT; N 55°25' E 1363.6 FT; NW'LY ALG CURVE TO L 513.28 FT; E 571 FT; S 131.5 FT; SW'LY ALG CURVE TO R 935.09 FT; S 55°25' W 896.47 FT TO BEG. 26.54 AC M OR L. 5521-0761 6139-2892 6139-2979

**Parcel No. 20-28-100-005-0000:**

S 20 RD OF N ½ OF E 1555 FT OF NW ¼ SEC 28 T 2S R 2W SL MER LESS RR 10 AC 5863-1822 6139-2892 6139-2979

**Parcel No. 20-28-100-002-0000:**

THAT PT. OF LOTS 5&6 SEC 28 T 2S R 2W SL MER LYING N & W OF THE B & G RR. 28.94 AC M OR L 5647-1122. 6139-2892, 2979 6202-445

**EXHIBIT B  
TO  
RESTRICTIVE COVENANTS AGREEMENT**

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[Legal Description of Oquirrh Lands]

The land referred to in this Restrictive Covenants Agreement as the Oquirrh Lands is located in Salt Lake County, Utah and is described as follows:

Commencing at the South quarter corner of Section 27, Township 2 South, Range 2 West, Salt Lake Base and Meridian; and running thence South 89°51'36" West 746.54 feet along the South line of said Section 27 to the West right of way line of State Road No. 111; thence North 08°01'24" East 81.35 feet along said West right of way line to the point of beginning; thence coincident with that certain parcel of land transferred to Kennecott Corporation by that certain Warranty Deed recorded as Entry No. 4712195, in Book 6088, at Page 258 of Salt Lake County Records of the following 6 (six) courses along the North line of said parcel: (1) South 89°54'47" West 163.52 feet (Deed 165.57 feet) (2) South 89°06'37" West 1901.11 feet (3) North 88°33'16" West 1493.91 feet to a non tangent curve (4) Northwesterly 207.02 feet along the arc of a 400.00 foot radius curve to the left, (center bears South 54°25'54" West) through a central angle of 29°39'12" (5) North 65°50'02" West 372.18 feet (6) North 71°16'17" West 241.67 (Deed 289.91 feet) feet to the Easterly line of the Kennecott Railroad right of way as shown on the Retracement and Resurvey of Part of the Kennecott Copperton Railroad Alignment and Right of Way survey on record with Salt Lake County (#S 02-05-0254); thence coincident the following 5 (5) courses with said East right of way line: (1) Northeasterly 383.15 feet along the arc of a 1958.70 foot radius curve to the right, (center bears South 54°26'02" East) through a central angle of 11°12'29" (2) North 43°13'33" West 75.00 feet (3) Northeasterly 1118.68 feet along the arc of a 2033.70 foot radius curve to the right, (center bears South 43°13'33" East) through a central angle of 31°31'00" (4) North 78°17'27" East 2900.26 feet (5) Northeasterly 576.64 feet along the arc of a 2341.86 foot radius curve to the left, (center bears North 11°42'33" West) through a central angle of 14°06'29" to the West right of way of said State Road No. 111; thence along said West right of way South 08°01'24" West 2013.82 feet to the point of beginning.

**EXHIBIT C  
TO  
RESTRICTIVE COVENANTS AGREEMENT**

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[Legal Description of Access Parcel]

**PARCEL 1:**

Beginning at the Southwest Corner of Section 27, Township 2 South, Range 2 West, Salt Lake Base and Meridian (Basis of bearings is North 89°51'36" East between the Southwest Corner and the South Quarter Corner of said Section 27) and running thence along the South Line of the Southeast Quarter of Section 28, Township 2 South, Range 2 West, Salt Lake Base and Meridian North 88°33'16" West 2567.828 feet to the East right-of-way of Kennecott Property according to the Official Records on file in Salt Lake County, Entry Number 1055817, Recorded 09-07-46 in Book 495, Page 260, also being a point on a 1958.700 foot radius non tangent curve to the right, (radius bears South 67°28'22" East); thence along said Kennecott Property and the arc of said curve 404.819 feet through a central angle of 11°50'30" to a point on the Southerly right-of-way of "TV Tower Access Road" known as Parcel "H" conveyed to Calvin J. Spratling, Carla P. Spratling and William Max Spratling by that certain Warranty Deed recorded December 28, 2000 as Entry No. 7789229 in Book 8411 at Page 3620 of Official Records; thence along said Southerly right-of-way the following (6) courses: 1) South 72°31'07" East 211.421 feet; 2) South 66°11'49" East 429.641 feet; 3) South 48°46'44" East 196.141 feet; 4) South 88°55'15" East 579.067 feet; 5) South 88°29'22" East 878.673 feet; 6) North 89°06'51" East 1288.579 feet to a point on the Westerly line of a parcel conveyed to West Jordan City in that certain Special Warranty Deed recorded October 21, 2004 as Entry No. 9203981 in Book 9051 at Page 4695 and corrected by that certain Corrected Special Warranty Deed recorded May 24, 2007 as Entry No. 10110507 in Book 9468 at Page 4436 of Official Records; thence along said Westerly Line South 00°08'24" East 4.064 feet to the Northwest Corner of a parcel conveyed to the City of West Jordan, Utah by that certain Special Warranty Deed recorded November 01, 2007 as Entry No. 10265186 in Book 9532 at Page 9894 of Official Records; thence along the West Line of said Parcel Conveyed by Special Warranty Deed recorded November 01, 2007 as Entry No. 10265186 in Book 9532 at Page 9894 of Official Records South 24°35'38" East 36.240 feet to the South Line of the Southwest Quarter of said Section 27; thence along said South Line of the Southwest Quarter South 89°51'36" West 1128.622 feet to the point of beginning. Property contains 5.993 acres.

Also and together with the following described tract of land:

**PARCEL 2:**

Beginning at a point on the Northerly right-of-way of "TV Tower Access Road" known as Parcel "H" conveyed to Calvin J. Spratling, Carla P. Spratling and William Max Spratling by that certain Warranty Deed recorded December 28, 2000 as Entry No. 7789229 in Book 8411 at Page 3620 of Official Records, said point lies North 89°51'36" East 1917.931 feet along the Section Line and North 80.529 feet from the Southwest Corner of Section 27, Township 2 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Northerly right-of-way the following (6) courses: 1) South 89°06'51" West 2092.895 feet; 2) North 88°29'22" West 878.107 feet; 3)

North 88°55'15" West 567.133 feet; 4) North 48°46'44" West 189.139 feet; 5) North 66°11'49" West 436.519 feet; 6) North 72°31'07" West 202.906 feet to the East right-of-way of Kennecott Property according to the Official Records on file in Salt Lake County, Entry Number 1055817, Recorded 09-07-46 in Book 495, Page 260, also being a point on a 1958.700 foot radius non tangent curve to the right, (radius bears South 54°37'11" East); thence along said East right-of-way and the arc of said curve 6.348 feet through a central angle of 00°11'09" to the Southwest Corner of Oquirrh West II, LLC property as shown on a Record of Survey recorded as Entry S2004-02-0075 in the Salt Lake County Surveyors Office; thence along said Record of Survey the following (6) courses: 1) South 71°16'17" East 241.670 feet; 2) South 65°50'02" East 372.180 feet to a point on a 400.000 foot radius non tangent curve to the right, (radius bears South 24°46'42" West); 3) along the arc of said curve 207.019 feet through a central angle of 29°39'12"; 4) South 88°33'16" East 1493.910 feet; 5) North 89°06'37" East 1901.110 feet; 6) North 89°54'47" East 148.506 feet to the point of beginning. Property contains 0.310 acres, 13518 square feet