

WHEN RECORDED MAIL TO: KSC Holdings 2, LLC, a Utah limited liability company 6340 S 3000 E, Ste 500 Salt Lake City, UT 84121 File Number: 1830813HM 12933990 2/13/2019 4:43:00 PM \$64.00 Book - 10752 Pg - 7696-7711 RASHELLE HOBBS Recorder, Salt Lake County, UT OLD REPUBLIC TITLE DRAPER/OREM BY: eCASH, DEPUTY - EF 16 P.

Tax Serial No. 14-21-151-032

Space above for County Recorder's Use

## SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (the "**Deed**"), entered into and to be effective as of the 13 day of February, 2019, by and between KENNECOTT UTAH COPPER LLC, a Utah limited liability company formerly known as Kennecott Utah Copper Corporation, a Delaware corporation, as Grantor, and KSC Holdings 2, LLC, a Utah limited liability company, as Grantee, with reference to the following:

- A. Grantee, as buyer, and Grantor, as seller, are parties to that certain Real Property Purchase and Sale Agreement, as amended ("Purchase Agreement"), dated July 13, 2018, whereby Grantee has the right to purchase certain unimproved real property located in Salt Lake County, State of Utah (the "Property") more particularly described on Exhibit A attached hereto and made a part hereof.
- B. Pursuant to the Purchase Agreement, Grantee agreed, among other things, to limit use of the Property for non-residential purposes for the benefit of Grantor's retained lands located adjacent to or near the Property ("Grantor Lands") as more particularly described on Exhibit B attached hereto and made a part hereof.
- 1. <u>Conveyance</u>; <u>Reservations</u>. FOR THE SUM OF TEN DOLLARS, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the covenants in this Deed, Grantor hereby conveys and warrants against all claiming by, through or under it to Grantee, the Property subject to the reservations, covenants, conditions and restrictions set forth herein. Grantor hereby reserves any and all (a) minerals and subsurface rights of any kind whatsoever, and (b) water and water rights, if any, however evidenced and whether or not appurtenant to the Property, relating to or connected with the Property, including stock in water companies.
- 2. <u>Title to Property</u>. The Property is conveyed SUBJECT TO (a) all reservations, covenants, conditions, restrictions, encumbrances, easements, rights-of-way and other matters of record; (b) all taxes and assessments for the current year and thereafter; (c) all federal, state and local laws and regulations applicable to the Property; (d) all matters that a physical inspection or accurate survey of the Property would disclose; and (e) the reservations, covenants, conditions and restrictions set forth in the Deed.
- 3. <u>Reservation of Rights</u>. Grantor reserves the right and privilege at any and all times hereinafter, to discharge through the air upon each and every portion of the Property, 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 Grantor, its successors, grantees, tenants or assigns, within Salt Lake County, Utah.

- Condition of Property. Grantee hereby covenants and agrees that Grantee is acquiring the Property "AS IS AND WHERE IS, WITH ALL FAULTS," in its state and condition as of the date of Closing. Grantee hereby acknowledges and agrees there are no oral agreements, warranties or representations, collateral to or affecting the Property by Grantor, any agent, employee or representative of Grantor or any third party. Grantor will not be liable or bound in any manner by any oral or written statements, representations or information pertaining to the Property furnished by any agent, employee, servant or other person, unless the same are specifically set forth or referred to in the Purchase Agreement. Grantee assumes all responsibility for all liabilities and damages caused by, relating to or arising out of any condition of the Property or any liability relating thereto (including, without limitation, environmental investigation and remediation expenses), whether now existing or hereafter arising. Except as otherwise set forth in the Purchase Agreement, Grantee further covenants and agrees not to sue Grantor or its parents, affiliates, subsidiaries, and their respective officers, agents, directors, and employees related to or arising out of the condition of the Property or any liability relating thereto including, without limitation, the existence of Hazardous Substances (as defined in the Purchase Agreement) whatsoever, on, at, to, in, above, about, under, from or in the vicinity of the Property.
- 6. <u>No Indemnification</u>. Grantee hereby covenants and agrees that it has inspected the Property with respect to environmental conditions, and agrees that by accepting this Deed, it accepts the Property in such condition. Except as otherwise set forth in the Purchase Agreement, Grantee hereby waives any and all rights to indemnification, express or implied, statutory or common law, it might otherwise have against Grantor relating to any such environmental contamination.
- 7. <u>Binding Effect</u>. The parties expressly covenant and agree that the covenants and restrictions in this Deed will benefit the Grantor Lands and burden the Property. The parties expressly covenant and agree that the covenants and restrictions in this Deed will run with the Property, and be binding not only on Grantee, but on any authorized successor in interest of Grantee, or any party taking title through Grantee. This Deed will extend to and be binding upon, and every benefit and burden hereof will inure to or apply against, the parties hereto and their respective successors and assigns.
- 8. <u>General Provisions</u>. Unless otherwise indicated herein, all capitalized terms used in this Deed will have the definitions assigned to them in the Purchase Agreement. Grantee agrees that the failure of Grantor to insist upon the strict performance of any of the covenants, conditions and restrictions in this Deed will not be construed as a waiver of any such covenants, conditions and restrictions or for any subsequent failure. This Deed is delivered pursuant to and is subject to the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Deed, the terms of the Purchase Agreement, which

will survive the execution and delivery of this Deed, and the rights of Grantor under such agreement, will prevail. This Deed may be executed in counterparts and, when all counterpart documents are executed, the counterparts will constitute a single binding instrument.

[SIGNATURE PAGE FOLLOWS]

This Deed is executed and delivered to be effective on the date first written above.

**GRANTOR:** 

APPROVED AS TO FORM RIO TINTO/KUC LEGAL By:  Jeff Armington Corporate Counsel Date: 2-12-19	KENNECOTT UTAH COPPER LLC, a Utah limited liability company, formerly known as Kennecott Utah Copper Corporation, a Delaware corporation  By:  Print Name:  Title:  Tunyan Urecko ATUK
	GRANTEE:
	KSC Holdings 2, LLC, a Utah limited liability company
	By:Print Name:

This Deed is executed and delivered to be effective on the date first written above.

## **GRANTOR:**

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

By:	
Print Name:	
Title:	

# **GRANTEE:**

KSC Holdings 2, LLC, a Utah limited liability company

Print Name: Gregg Christensen

Title: Manager

STATE OF UTAH	
	: SS.
COUNTY OF SALT LAKE	)
The foregoing instrument v	vas acknowledged before me this /2 day of February,
2019, by Mare Cameron	vas acknowledged before me this 12 day of February, , as Managing Director of LLC, a Utah limited liability company, formerly known as
KENNECOTT UTAH COPPER I	LC, a Utah limited liability company, formerly known as
Kennecott Utah Copper Corporation	n, a Delaware corporation, and who executed the same within
full authority of said entity's certific	cate of organization and/or operating agreement
	Ouxe amn Ma
	NOTARY PUBLIC
My Commission Expires:	NOTARY PUBLIC Residing at: South Jordan, UT
November 20,2019	Street, and a
,	JOYCE ANN MAIN
	NOTARY PUBLIC STATE OF UTAH
STATE OF	COMMISSION # 686090 MY COMMISSION EXPIRES ON
	: SS. NOVEMBER 20, 2019
COUNTY OF	
The foregoing instrument w	as acknowledged before me this day of,
2019. by	, as of KSC
Holdings 2, LLC, a Utah limited	, as of KSC liability company, and who executed the same within full
	of organization and/or operating agreement.
,	
	NOTARY PUBLIC
My Commission Expires:	Residing at:
my commission Lapitos.	rosiang at.

STATE OF UTAH	)
COUNTY OF SALT LAKE	: ss. )
	was acknowledged before me this day of,
2019, by	, as of LLC, a Utah limited liability company, formerly known as
	on, a Delaware corporation, and who executed the same within
	cate of organization and/or operating agreement
Mar Committee E.	NOTARY PUBLIC
My Commission Expires:	Residing at:
STATE OF UTAH	)
	: ss.
COUNTY OF SALT LAKE	)
The foregoing instrument v	vas acknowledged before me this 12 day of February, 2019,
	of KSC Holdings 2, LLC, a Utah limited liability company,
	full authority of said entity's certificate of organization and/or
operating agreement.	Januff Joble
	NOTARY PUBLIC '
My Commission Expires:	Residing at: Davis County, Utah
January 4, 2023	NANCY L. NOBLE Notary Public, State of Utah Commission # 703912 My Commission Expires On

# EXHIBIT A TO SPECIAL WARRANTY DEED

## Legal Description of Property

The real property referenced in the forgoing Special Warranty Deed as the Property is located in Salt Lake County, Utah and more particularly described as:

#### Parcel 1:

Beginning at a point on the East Line of the West Half of the Northwest Quarter of Section 21, said point lies South 89°39'23" East 1324.975 feet along the Section Line and South 00°21'44" West 1298.071 feet along said East Line from the Northwest Corner of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 00°21'44" West 28.329 feet to the North Line of the South Half of said Northwest Quarter of Section 21; thence along said East Line South 00°21'44" West 643.200 feet; thence North 89°44'52" West 20.000 feet; thence South 00°21'44" West 20.000 feet; thence North 89°44'52" West 122.418 feet; thence North 00°33'03" West 690.920 feet along an existing fence line; thence East 153.430 feet to the point of beginning.

#### Parcel 1A:

Together with a right of way over the North 1 rod of the South half of said Northwest quarter of said Section 21.

#### Parcel 1B:

Together with the rights of way as disclosed by Warranty Deed recorded June 25, 1936 as Entry No. 788833 in Book 190 of Deeds at Page 25 of the Official Records described as follows:

The East 20 feet of the South one-half of the Southwest quarter of the Northwest quarter of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian.

Also commencing at the Southeast corner of the Northeast quarter of the Southwest quarter of the Northwest quarter of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running thence North 20 feet; thence West 20 feet; thence South 20 feet; thence East 20 feet to the place of beginning.

# EXHIBIT B TO SPECIAL WARRANTY DEED

## Legal Description of Grantor Lands

The real property referenced in the forgoing Special Warranty Deed as the Grantor Lands is located in Salt Lake County, Utah and more particularly described as:

Parcel 1: (14-21-101-007)

A parcel of land being part of an entire tract located in the Northwest Quarter of Section 21, Township 1 South Range 2 West, Salt Lake Base and Meridian and described as Parcel 1 in that Warranty Deed recorded in Book 6195 at Page 2988 in the Office of the Salt Lake County Recorder. The boundary of said parcel of land is described as follows:

Beginning at the intersection of the southerly right of way line of 2100 South Street and the easterly right of way line of 8000 West Street at a point which is 33.00 feet S. 89°39'23" E. along the section line and 33.00 feet S. 0°23'24" W. from the northwest corner of said Section 21; thence S. 89°39'23" E. (Record = East) 1150.74 feet along said southerly right of way line; thence South 1265.89 feet; thence West 853.38 feet to the southeasterly corner of the Norcross Property known as Tax Parcel No. 14-21-101-003 and described as Parcel 3 in that Special Warranty Deed recorded in Book 6592 at Page 1787 in the office of said Recorder; thence N. 0°23'24" E. 329.67 feet along the easterly boundary line of said Norcross Property to the northeasterly corner of that parcel known as Tax Parcel No. 14-21-101-005 and described as Parcel 4 in said Special Warranty Deed recorded in Book 6592 at Page 1787; thence N. 89°17'36" W 306.00 feet along the northerly boundary line of said Norcross property to said westerly right of way line of 8000 West Street; thence N. 0°23'24" E. (Record = North) 939.38 feet along said westerly right of way line to the point of beginning.

The basis of bearing for the above described parcel of land is S. 89°39'23" E. between the Northwest corner and the North Quarter Corner of Section 21, T.1S. R.2W. SLB&M. Parcel 2: (14-21-200-013)

Southwest quarter of Northeast quarter and the West half of southeast quarter of Northeast quarter in Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian

LESS AND EXCEPTING therefrom all that portion conveyed by that certain Quit Claim Deed recorded February 27, 1967 as Entry No, 2189506 in Book 2532 at Page 412, and being more particularly described as follows:

A parcel of land in fee for an expressway known as Project No. 018-1, being part of an entire tract of property in the NE1/4SE1/4 and the S1/2NE of Section 21, T. 1 S., R. 2 W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at the SE. corner of the NE1/4 of said Section 21; thence West 40 rods; thence North 50 ft. to the northerly existing right of way line of said project; thence S. 89°56' W. 1980 ft., more or less, along said northerly existing right of way line to the west line of said NE1/4; thence

South 50 ft. along said west line to the SW. corner of said NE1/4; thence East 1320 ft. along the south line of said NE1/4 to the west line of said NE1/4SE1/4; thence South 80 ft., along said west line to the southerly existing right of way line of said project; thence N. 89°56′ E. 1320 ft., more or less, along said southerly existing right of way line to the east line of said NE1/4SE1/4; thence North 80 ft. along said east 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 therefrom all that portion conveyed by that certain Quit Claim Deed recorded February 25, 1974 as Entry No. 2601770 in Book 3522 at Page 169, and being more particularly described as follows:

A parcel of land in fee for a freeway known as Project No. 018-1, being part of an entire tract of property, in the S-1/2 NE-1/4 of Section 21, T. 1 S., R. 2 W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at the SE. corner of said entire tract, which point is approximately 660 ft. westerly and 50.0 ft. north from the East 1/4 corner of said Section 21; thence Westerly 1980 ft., more or less, to a westerly boundary line of said entire tract; thence Northerly 169.4 ft., more or less, along said westerly boundary line to a point 30.0 ft. perpendicularly distant northerly from the center line of Frontage Road "N" of said project; thence N. 89°59' E. 905 ft., more or less, to a point of tangency with a 3789.7-foot radius curve to the left; thence Northeasterly 486.2 ft., more or less along the arc of said 3789.7-foot radius curve to the left to a point 30.0 ft. perpendicularly distant northerly from said Frontage Road "N"; thence N. 82°38' E. 443.6 ft. to a point of tangency with a 447.46-foot radius curve to the left; thence Northeasterly 158 ft., more or less, along the arc of said 447.46-foot radius curve to the left to a easterly boundary line of said entire tract; thence Southerly along said easterly boundary line 305 ft., more or less, 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.

Parcel 3: (14-21-200-008)

Commencing at a point 40 rods South of the Northwest corner of the Northeast Quarter of Section 21, Township 1 South, Range 2 West of Salt Lake Meridian and running South 40 rods, thence East 40 rods, thence North 40 rods, thence West 40 rods to the place of beginning. Parcel 4: (14-21-200-001)

Beginning at the Northwest corner of the Northeast quarter of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running thence East 40 rods; thence South 40 rods; thence West 40 rods; thence North 40 rods to the point of beginning.

LESS AND EXCEPTING therefrom all that portion of 2100 South Street dedicated by instrument recorded November 27, 1973 as Entry No. 2584465 in Book 73-11 of Plats at Page 108.

Parcel 5: (14-16-352-003)

Beginning at a point which is North along the Section line 33 feet and East paralleling the section line 317.02 feet from the Southwest corner of Section 16, Township 1 South, Range 2 West, Salt Lake Base and Meridian, said point also being 5 feet East of the Southwest corner of Lot 89, Block 1 of PROGRESS SUBDIVISION as recorded in Book G, Page 75, Salt Lake County Recorder's Office and running thence East along the South property lines of said subdivision 970 feet to the West right of way of Alpha Street; thence North 0°02' East along the West right of way of said Alpha Street 1287.0 feet; thence West 970 feet to a point which is 5 feet North of the Northwest corner of Lot 12, Block 5, PROGRESS SUBDIVISION, thence South 1287.0 feet to point of beginning.

Parcel 6: (14-21-126-004)

A parcel of land being part of an entire tract located in the Northwest Quarter of Section 21, Township 1 South Range 2 West, Salt Lake Base and Meridian and described as Parcel 1 in that Warranty Deed recorded in Book 6195 at Page 2988 in the Office of the Salt Lake County Recorder. The boundary of said parcel of land is described as follows:

Beginning at a point on the southerly right of way line of 2100 South Street 1183.51 feet S. 89°39'23" E. along the section line and 33.00 feet South from the Northwest Corner of said Section 21; thence S. 89°39'23" E. (Record = East) 345.15 feet along said southerly right of way line; thence South 1263.82 feet; thence West 345.14 feet; thence North 1265.89 feet to the point of beginning.

The basis of bearing for the above described parcel of land is S. 89°39'23" E. between the Northwest corner and the North Quarter Corner of Section 21, T 1S. R.2W. SLB&M.

Parcel 7: (14-21-151-032)

A parcel of land being part of two entire tracts located in the Northwest Quarter of Section 21, Township 1 South Range 2 West, Salt Lake Base and Meridian and described as Parcels 1 and 3 in that Warranty Deed recorded in Book 6195 at Page 2988 in the Office of the Salt Lake County Recorder. The boundary of said parcel of land is described as follows:

Beginning at a point on the easterly right of way line of 8000 West Street and the southerly boundary line of the Norcross property known as Tax Parcel No. 14-21-101-003 and described as Parcel 3 in that Special Warranty Deed recorded in Book 6592 at Page 1787 in the office of said Recorder, which point is 1303.69 feet S. 0°23'24" W along the section line and 33.00 feet East of the northwest corner of said Section 21; thence S. 89°33'50" E. 305.99 feet along said southerly boundary line to the southeasterly corner of said Norcross property; thence East 986.63 feet to the east line of the west half of said Northwest Quarter of Section 21; thence S. 0°21'44" W. (Record = South) 671.53 feet along said east line and an easterly boundary line to a southeasterly corner of said Parcel 3 thence Westerly, Southerly, and Westerly along a southerly, easterly, and southerly boundary lines of said Parcel 3 the following (3) three courses: 1) N. 89°44'52" W. (Record = West) 20.00 feet; 2) S. 0°21'44" W. (Record = South) 20.00 feet to the south line of said north half of the southwest quarter of the northwest Quarter; 3) N 89°44'52" W. (Record = West) 1272.95 feet along said south line of the north half of the northwest quarter

to said easterly right of way line of 8000 West Street; thence N 0°23'24" E. (Record = North) 688.17 feet along said easterly right of way line to the point of beginning.

The basis of bearing for the above described parcel of land is S. 89°39'23" E. between the Northwest corner and the North Quarter Corner of Section 21, T 1S. R.2W. SLB&M.

Parcel 8: (14-21-300-016)

The East 60 rods of the Southeast quarter of the Southwest quarter and the West 30 rods of the East 60 rods of the Northeast quarter of the Southwest quarter, Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian.

LESS AND EXCEPTING that portion of land conveyed to State Road Commission of Utah by Quit Claim Deed (Controlled Access) recorded February 27, 1967 as Entry No. 2189507 in Book 2532 at Page 414 of Official Records, being more particularly described as follows:

A parcel of land in fee for an expressway known as Project No. 018-1, being part of an entire tract of property in the NE1/4SW1/4 of Section 21, T. 1 S., R. 2 W., S.L.B. & M. The boundaries of said parcel of land are described as follows:

Beginning 190 rods West from the E1/4 corner of said Section 21; thence West 30 rods to a NW. Corner of said entire tract of property; thence South 80 ft. along a West line of said entire tract of property to the Southerly existing right of way line of said project; thence N. 89°56' E. 30 rods, more or less, along said right of way line to an East boundary line of said entire tract of property; thence North 80 ft. along said east 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 that portion of land conveyed to State Road Commission of Utah by Quit Claim Deed (Controlled Access) recorded February 25, 1974 as Entry No. 2601771 in Book 3522 at Page 171 of Official Records, being more particularly described as follows:

A parcel of land in fee for a southerly frontage road incident to the construction of a freeway known as Project No. 018-1, being part of an entire tract of property, in the Northeast quarter of the Southwest quarter of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the Northeast corner of said entire tract, which point is approximately 3135 feet West and 80 feet South from the East quarter corner of said Section 21; thence Southerly 76 feet, more or less, along the Easterly boundary line of said entire tract to a point 30.0 feet perpendicularly distant Southerly from the center line of Frontage Road "S" of said project; thence South 89°59' West 495 feet, more or less, to the westerly boundary line of said entire tract; thence Northerly 76 feet, more or less, along said Westerly boundary line to the Northwest corner of said entire tract; thence Easterly 495 feet, more or less, along said Northerly boundary 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 that portion of land conveyed by Quit Claim Deed recorded April 04, 1997 as Entry No. 6612335 in Book 7636 at Page 2321 of Official Records, being more particularly described as follows:

Beginning at a point West 2640 feet from the Southeast corner of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence North 481.00 feet; thence West 16.50 feet; thence South 481.00 feet; thence East 16.50 feet to the point of beginning.

ALSO LESS AND EXCEPTING all that portion conveyed by that certain Special Warranty Deed recorded March 23, 2018 as Entry No. 12740339 in Book 10658 at Page 6082, and being more particularly described as follows:

A portion of the SW1/4 & SE1/4 of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian, located in Magna, Utah, more particularly described as follows:

Beginning at a point located N00°05'14"E along the 1/4 Section line 481.20 feet from the South <sup>1</sup>/<sub>4</sub> Corner of Section 21, T1S, R2W, S.L.B.& M. (Basis of Bearing: S89°54'03"W along the Section line between the South 1/4 Corner and the Southwest Corner of Section 21); thence S89°54'07"W 16.54 feet; thence S00°04'58"W 36.22 feet; thence Northwesterly along the arc of a non-tangent curve to the left having a radius of 15.00 feet (radius bears: N89°55'02"W) a distance of 23.58 feet through a central angle of 90°04'58" (chord: N44°57'31"W 21.23 feet); thence N00°08'06"E 50.00 feet; thence Northeasterly along the arc of a non-tangent curve to the left having a radius of 15.00 feet (radius bears: North) a distance of 23.54 feet through a central angle of 89°55'02" (chord: N45°02'29"E 21.20 feet); thence N00°04'58"E 382.41 feet; thence S86°53'10"E 726.94 feet; thence along the arc of an 800.00 foot radius curve to the left 73.66 feet through a central angle of 5°16'32" (chord: S89°31'26"E 73.63 feet); thence N87°50'18"E 595.79 feet; thence S85°54'02"E 48.03 feet; thence N84°00'03"E 67.83 feet; thence N89°56'27"E 528.89 feet; thence S79°25'00"E 37.37 feet; thence N84°48'34"E 77.16 feet; thence N89°56'27"E 475.59 feet to the westerly right-of-way line of 7200 West Street; thence S0°09'19"E 66.50 feet along said westerly right-of-way line; thence departing said westerly right-of-way line of 7200 West Street S89°56'27"W 670.15 feet; thence S0°09'19"E 329.02 feet; thence S89°54'07"W 1,353.69 feet; thence S0°05'53"E 13.80 feet; thence S89°54'06"W 589.62 feet to the point of beginning.

Parcel 9: (14-21-300-005)

Beginning at a point 80 rods West from the center of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 77 rods; thence East 225.88 feet; thence North 720.75 feet; thence East 59.12 feet; thence North 120.00 feet; thence West 59.12 feet; thence North 429.75 feet; thence West 225.88 feet to the point of beginning.

LESS AND EXCEPTING therefrom that portion of said property deeded to the State Road Commission of Utah pursuant to that certain Warranty Deed recorded May 31, 1973 as Entry No. 2543504 in Book 3338 at Page 321 of Official Records, described as follows:

A parcel of land in fee for a freeway known as Project No. 018-1, being part of an entire tract of property, in the North half of the Southwest quarter of Section 21, Township 1 South, Range 2

West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the Northeast corner of said entire tract, which point is approximately 990 feet West from the center of said Section 21; thence Southerly 156 feet, more or less, along the Easterly boundary line of said entire tract to a point 30.0 feet perpendicularly distant Southerly from the center line of Frontage Road "S" of said project; thence South 89°59' West 520 feet, more or less, to a Westerly boundary line of said entire tract; thence Northerly 76 feet, more or less, along said Westerly boundary line to a Southwest inside corner of said entire tract; thence South 89°59' West 140.2 feet along a Southerly boundary line of said entire tract to a Southwest corner of said entire tract; thence Northerly 80 feet along a West boundary line of said entire tract to a Northwest corner; thence Easterly 660 feet, more or less, along the Northerly boundary line of said entire tract 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.

Parcel 10: (14-21-300-004)

Beginning at a point 80 rods West and 85.50 feet South from the center of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 1119.0 feet, thence West 330.0 feet, thence North 945.75 feet, thence East 8.5 rods; thence North 10.5 rods; thence East 189.75 feet to the point of beginning.

LESS AND EXCEPTING therefrom that portion of said property deeded to the State Road Commission of Utah pursuant to that certain Warranty Deed recorded May 31, 1973 as Entry No. 2543504 in Book 3338 at Page 321 of Official Records, described as follows:

A parcel of land in fee for a freeway known as Project No. 018-1, being part of an entire tract of property, in the North half of the Southwest quarter of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the Northeast corner of said entire tract, which point is approximately 990 feet West from the center of said Section 21; thence Southerly 156 feet, more or less, along the Easterly boundary line of said entire tract to a point 30.0 feet perpendicularly distant Southerly from the center line of Frontage Road "S" of said project; thence South 89°59' West 520 feet, more or less, to a Westerly boundary line of said entire tract; thence Northerly 76 feet, more or less, along said Westerly boundary line to a Southwest inside corner of said entire tract; thence South 89°59' West 140.2 feet along a Southerly boundary line of said entire tract to a Southwest corner of said entire tract; thence Northerly 80 feet along a West boundary line of said entire tract to a Northwest corner; thence Easterly 660 feet, more or less, along the Northerly boundary line of said entire tract 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.

Parcel 11: (14-21-300-002)

Beginning at a point situate North 89°42' East, 990.0 feet and South 86.3 feet from the West quarter corner of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian, said point being the Northeast corner of grantor's land and on the South line of right of way for Utah State Highway known as F.A.P. No. 218; thence along grantor's East boundary line South 1107.2 feet, more or less, to the Northerly line of right of way for the Riter Canal; thence along said Northerly right of way line North 65°53' West, 361.6 feet; thence North 959.5 feet, more or less, to said South line of right of way for said Utah State Highway; thence along said South line of right of way North 89°42' East 330.0 feet, more or less, to the point of beginning.

LESS AND EXCEPTING that portion of land conveyed to State Road Commission of Utah by Warranty Deed recorded September 25, 1972 as Entry No. 2487021 in Book 3161 at Page 268 of Official Records, being more particularly described as follows:

A parcel of land in fee for a frontage road incident to the construction of a freeway known as Project No. 018-1, being part of an entire tract of property, in the NW1/4SW1/4 of Section 21, T. 1 S., R. 2 W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at the NE. corner of said entire tract, which point is approximately 990 ft. East and 80 ft. South from the W1/4 corner of said Section 21; thence Southerly 76 ft., more or less, along the Easterly boundary line of said entire tract to a point 30.0 ft. perpendicularly distant Southerly from the center line of Frontage Road "S" of said project; thence S. 89°59 W. 330 ft., more or less, to the Westerly boundary line of said entire tract; thence Northerly 76 ft., more or less, along said Westerly boundary line to the NW, corner of said entire tract; thence Easterly 330 ft., more or less, along the Northerly boundary line of said entire tract to the point of beginning.

Parcel 12: (14-21-300-014)

Beginning at the West quarter corner of said Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence East 990 feet; thence South 85.5 feet; thence West 330 feet; thence South 959.5 feet; thence South 65°53' East 361.6 feet; thence East 660 feet; thence South 66 feet; thence West 660 feet; thence South 3 rods; thence West 60 rods; thence North 80 rods to the point of beginning.

LESS AND EXCEPTING that portion of land conveyed to State Road Commission of Utah by Quit Claim Deed (Controlled Access) recorded February 27, 1967 as Entry No. 2189508 in Book 2532 at Page 416 of Official Records, being more particularly described as follows:

A parcel of land in fee for an expressway known as Project No. 018-1, being part of an entire tract of property in the NW1/4SW1/4 of Section 21, T. 1 S., R. 2 W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning 80 ft. South from the NW. corner of said NW1/4SW1/4; thence north 80 ft. Along the West line of said NW1/4SW1/4 to said NW. corner; thence East 40 rods, more or less, along the north line of said NW1/4SW1/4 to a NE. corner of said entire tract of property; thence South 80 ft. along an East boundary line of said entire tract of property to the Southerly existing right of way line of said project;

thence S. 89°56′ W. 40 rods, more or less, along said right of way 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 that portion of land conveyed to State Road Commission Of Utah by quit Claim Deed (Controlled Access) recorded February 25, 1974 as Entry No. 2601772 in Book 3522 at Page 173 of Official Records, being more particularly described as follows:

A parcel of land in fee for a frontage road incident to the construction of a freeway known as Project No. 018-1, being part of an entire tract of property, in the Northeast quarter of the Southwest quarter of Section 21, Township 1 South, Range 2 West Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at a Northwest corner of said entire tract, which point is approximately 80 feet South from the West quarter corner of said Section 21; thence Easterly 660 feet along the Northerly boundary line of said entire tract to the Northeast corner of said entire tract; thence Southerly along the Easterly boundary line 76 feet, more or less, to a point 30.0 feet perpendicularly distant Southerly from the center line of Frontage Road "S" of said project; thence South 89°59' West 660 feet to the Westerly boundary line of said entire tract; thence Northerly 76 feet, more or less, along said Westerly boundary 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 that portion of land conveyed to Salt Lake County by Special Warranty Deed recorded September 18, 1987 as Entry No. 4524364 in Book 5962 at Page 1136 of Official Records, being more particularly described as follows:

Beginning at a point on the East right-of-way line of 8000 west, said point being North 1884.65 feet and East 42.03 feet from the Southwest corner of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence South 00°22'23" West 119.67 feet; thence South 65°16'14" East 53.91 feet; thence North 54°43'46" East 60.77 feet; thence North 35°16'14" West 42.12 feet; thence North 45°17'14" West 103.39 feet to the point of beginning.

Parcel 13: (14-16-151-001)

The North half of the Southwest quarter, and the South half of the Northwest quarter of Section 16, Township 1 South, Range 2 West, Salt Lake Meridian.

LESS AND EXCEPTING therefrom all that portion of 8000 West Street dedicated by instrument recorded November 27, 1973 as Entry No. 2584465 in Book 73-11 of Plats at Page 108.