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4/30/2021 4:19:00 PM \$48.00
Book - 11167 Pg - 3789-3798
RASHELLE HOBBS
Recorder, Salt Lake County, UT
OLD REPUBLIC TITLE DRAPER/OREM
BY: eCASH, DEPUTY - EF 10 P.

WHEN RECORDED, RETURN TO:
Integrated Gazelle, LLC
9090 South Sandy Parkway
Sandy, Utah 84070
Attention: David S. Layton

Please mail tax notice to Grantee
at the address listed below

2094839HM-1

Tax Serial Nos. 14-21-300-028, 14-21-300-029, 14-21-300-020, 14-21-300-021, 14-21-300-022, 14-21-300-006, 14-21-376-008, 14-21-300-007, 14-21-426-010 and 14-21-300-026.

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 30 day of April, 2021, by and between KENNECOTT UTAH COPPER LLC, a Utah limited liability company formerly known as Kennecott Utah Copper Corporation, as Grantor, with an address of 4700 W. Daybreak Parkway, Suite 3S, South Jordan, UT 84009, and INTEGRATED GAZELLE, LLC, a Utah limited liability company, as Grantee, whose address is 9090 South Sandy Parkway, Sandy, Utah 84070, Attn: David S. Layton, with reference to the following:

RECITALS:

A. Grantee, as buyer, and Grantor, as seller, are parties to that certain Real Property Purchase and Sale Agreement ("**Purchase Agreement**") dated effective February 9, 2021, 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. Conveyance. 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) subsurface minerals rights of any kind whatsoever existing on the date hereof, provided however, that Grantor shall not enter upon or disturb the first 500 feet below the surface of the Property in connection with exploration and mining operations or exercise its mineral rights in a manner that will damage the surface of the Property and/or any improvements thereof or injure any person on the Property, and (b) water and water rights existing on the date hereof, if any, however evidenced and whether or not appurtenant to the Property, relating to or connected with the Property, including stock in water companies. Notwithstanding anything to the contrary in this Section, Grantee shall subject to the

terms and conditions of this Deed have the right to construct buildings and other improvements, including, without limitation, roads, driveways, sidewalks, trees, foundations, and landscaping on all parts of the Property, and shall have the right to use, remove and discharge the soil from the Property in connection with such development.

2. Title to Property. 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 zoning, building, subdivision, land sales, land use, ecology, environmental protection and other laws, ordinances rules and regulations of governmental authorities, including those of any and all regulatory agencies and administrative officials having or asserting jurisdiction over the Property; and (d) all matters that a physical inspection or accurate survey of the Property would disclose.

3. Grantee Covenants. Grantee hereby covenants and agrees that for so long as Grantor uses the Grantor Lands or any portion thereof for tailings impoundment, industrial operations and/or mining and mining support purposes that (a) Grantee shall utilize the Property solely for non-residential purposes; and (b) no portion of the Property shall be used for residential housing, lodging or other residential overnight use or occupation including, without limitation, the legal or de facto subdivision of the Property into residential lots or parcels, or the placement or construction of any residential buildings, structures, or similar improvements for use on the Property. The parties expressly agree that the foregoing covenants shall run with the Property for the benefit of the Grantor Lands, and be binding on Grantee and its successor and assigns for the benefit of Grantor and its successors and assigns.

4. Reservation of Rights. Grantee shall accept the Property, with full knowledge of the nature and character of the industries (including, without limitation, the Tailings Impoundment Facility) that are now or in the future may be operated in the vicinity of the Property and of the annoyances, inconveniences and unpleasantness possibly to attend or result from such operations, and Grantee waives and releases any known or unknown Claims existing as of the date of this Deed of any kind, character, or nature whatsoever, fixed or contingent, against Grantor and/or the Grantor Parties (as defined below), for damage to property in, upon or about the Property and for injury to persons in, upon or about the Property, except to the extent caused by the gross negligence or willful misconduct of any of the Grantor Parties. Grantee acknowledges (and waives any Claims against Grantor with respect to) that Grantor hereby 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.

5. 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 except as set forth herein or in the

Purchase Agreement. Grantor shall 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 herein or in the Purchase Agreement. Grantee further covenants and agrees not to sue (the “**Covenant Not to Sue**”) Grantor or its parents, affiliates, subsidiaries, and their respective officers, agents, directors, and employees (the “**Grantor Parties**”) related to or arising out of the condition of the Property existing on the date hereof or any liability relating thereto including, without limitation, the existence of Hazardous Substances whatsoever, on, at, to, in, above, about, under, from or in the vicinity of the Property. Notwithstanding the foregoing, the Covenant Not to Sue shall exclude any Claim made after the date of this Deed by a third party against Grantee arising out of a release of Hazardous Substances (that is demonstrated to have occurred prior to the date of this Deed) in violation of Environmental Law by Grantor and/or the Grantor Parties on, at, to, in, above, about, under, from or in the third party’s real property, provided that Grantee’s inspections and investigations of the Property did not disclose any such release of Hazardous Substances in violation of Environmental Law.

6. No Indemnification. 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. 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. Binding Effect. The parties expressly covenant and agree that the covenants and restrictions in this Deed shall benefit the Grantor Lands and burden the Property. The parties expressly covenant and agree that the covenants and restrictions in this Deed shall 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 shall extend to and be binding upon, and every benefit and burden hereof shall inure to or apply against, the parties hereto and their respective successors and assigns.

8. General Provisions. Unless otherwise indicated herein, all capitalized terms used in this Deed shall have the definitions assigned to them in the Purchase Agreement. The parties agree that the failure of a party to insist upon the strict performance of any of the covenants, conditions and restrictions in this Deed shall not be construed as a waiver of any such covenants, conditions and restrictions or for any subsequent failure. This Deed is delivered pursuant 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 this Deed, shall prevail. This Deed may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument.

[SIGNATURE PAGE FOLLOWS]

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

Approved as to form:

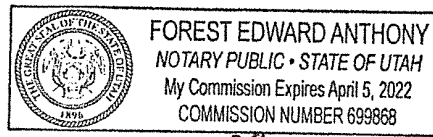
Nicole Carlisle Squires
Digitally signed by Nicole Carlisle Squires
 Date: 2021.04.29 12:20:03 -06'00'

GRANTOR:

KENNECOTT UTAH COPPER LLC, a Utah limited liability company

By: [Signature]
 Print Name: GABY POIKOR
 Title: MD RTK

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



The foregoing instrument was acknowledged before me this 29 day of April, 2021, by Gaby Poikor, as MD RTK of KENNECOTT UTAH COPPER LLC, a Utah limited liability company.

[Signature]
 NOTARY PUBLIC
 Residing at: Salt Lake

My Commission Expires:
4/5/2022

GRANTEE:

INTEGRATED GAZELLE, LLC, a Utah limited liability company

By: _____
 Print Name: _____
 Title: _____

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

The foregoing instrument was acknowledged before me this ___ day of April, 2021, by _____, as _____ of INTEGRATED GAZELLE, LLC, a Utah limited liability company.

My Commission Expires: _____
 NOTARY PUBLIC
 Residing at: _____

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

By: _____
Print Name: _____
Title: _____

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

The foregoing instrument was acknowledged before me this ____ day of April, 2021, by _____, as _____ of KENNECOTT UTAH COPPER LLC, a Utah limited liability company.

My Commission Expires: _____

NOTARY PUBLIC
Residing at: _____

GRANTEE:

INTEGRATED GAZELLE, LLC, a Utah limited liability company

By: _____
Print Name: Stephen Layton
Title: Manager

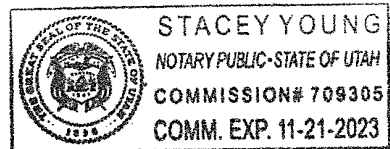
STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 21st day of April, 2021, by Stephen Layton, as Manager of INTEGRATED GAZELLE, LLC, a Utah limited liability company.

My Commission Expires: _____

11/21/23

NOTARY PUBLIC
Residing at: 9090 S. Candy Parkway
Sandy, UT 84070



**EXHIBIT A
TO
SPECIAL WARRANTY DEED**

Legal Description of Property

The real property referenced in the foregoing instrument as the Property is located in Salt Lake County, Utah and more particularly described as:

All of Lot 1, 201 Logistics Center – Plat 1, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder.

**EXHIBIT B
TO
SPECIAL WARRANTY DEED**

Legal Description of Grantor Lands

The real property referenced in the foregoing instrument 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 EXCEPT 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 EXCEPT 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: (14-21-200-034)

A PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF 2100 SOUTH STREET AND ON THE WEST LINE OF THE SAID NORTHEAST QUARTER LOCATED SOUTH 00°20'08" WEST, A DISTANCE OF 33.00 FEET FROM THE SALT LAKE COUNTY BRASS CAP MONUMENT MARKING THE NORTH QUARTER CORNER OF SAID SECTION 21 AND RUNNING THENCE SOUTH 89°38'39" EAST, A DISTANCE OF 658.25 FEET ALONG THE SAID SOUTH RIGHT OF WAY LINE; THENCE SOUTH 00°16'28" WEST, A DISTANCE OF 1,291.26 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SAID NORTHEAST QUARTER; THENCE NORTH 89°42'38" WEST, A DISTANCE OF 364.46 FEET ALONG SAID SOUTH LINE; THENCE NORTH 00°20'08" EAST, A DISTANCE OF 295.17 FEET; THENCE NORTH 89°42'38" WEST, A DISTANCE OF 295.17 FEET TO THE WEST LINE OF THE SAID NORTHEAST QUARTER; THENCE

NORTH 00°20'08" EAST, A DISTANCE OF 996.85 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

Parcel 4: (14-21-200-035-0000)

A PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE WEST LINE OF THE SAID NORTHEAST QUARTER LOCATED SOUTH 00°20'08" WEST, A DISTANCE OF 1,025.95 FEET FROM THE SALT LAKE COUNTY BRASS CAP MONUMENT MARKING THE NORTH QUARTER CORNER OF SAID SECTION 21 AND RUNNING SOUTH 89°42'38" EAST, A DISTANCE OF 295.17 FEET, THENCE SOUTH 00°20'00" WEST, A DISTANCE OF 295.17 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SAID NORTHEAST QUARTER; THENCE NORTH 89°42'38" WEST, A DISTANCE OF 295.17 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF THE SAID NORTHEAST QUARTER; THENCE NORTH 00°20'08" EAST, A DISTANCE OF 295.17 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

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: (omitted)

Parcel 7: (14-21-151-035)

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 833.20 feet to the Westerly boundary line of land conveyed by Special Warranty Deed Entry No. 12933990 of Official Records; thence S. 0°33'03" W. 690.92 feet along said Westerly boundary line to the south

line of said north half of the southwest quarter of the northwest Quarter; thence N 89°44'52 " W. (Record = West) 1150.53 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: (14-17-200-001)

The East 1320 feet of Section 17, Township 1 South, Range 2 West, Salt Lake Base and Meridian.

Parcel 9: (14-17-100-001)

The West 3960 feet of Section 17, Township 1 South, Range 2 West, Salt Lake Base and Meridian.

Parcel 10: (14-20-100-001)

The West 3960 feet of the North half of Section 20, Township 1 South, Range 2 West, Salt Lake Base and Meridian.

Parcel 11: (14-20-200-001)

The East 1320 feet of the North half of Section 20, Township 1 South, Range 2 West, Salt Lake Base and Meridian.