

WHEN RECORDED, RETURN TO:

Saddleback Pastures, L.C.
Attn: Christopher F. Robinson
925 West 100 North, Suite F
P.O. Box 540478
North Salt Lake, UT 84054

Please mail tax notice to Grantee
at the address listed below

Portion of Tax Serial No. 01-505-0-0003
Space above for County Recorder's Use

SPECIAL WARRANTY DEED

KENNECOTT UTAH COPPER LLC, a Utah limited liability company, with an address of 4700 W. Daybreak Parkway, Suite 3S, South Jordan, UT 84009 ("**Grantor**"), hereby conveys and warrants against all claiming by, through, or under Grantor only, to SADDLEBACK PASTURES, L.C., a Utah limited liability company, whose address is 925 West 100 North, Suite F, P.O. Box 540478, North Salt Lake, UT 84054 ("**Grantee**"), for the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described tract of real property (the "**Property**") situated in Tooele County, State of Utah, more particularly described as follows:

See Exhibit A attached hereto and incorporated by reference herein.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest and claim whatsoever, of Grantor, either in law or equity, to the only proper use and benefit of Grantee, and Grantee's successors and assigns, forever.

RESERVING unto Grantor any water rights or rights to the use of water whether appurtenant to the Property or not including stock in water companies in which Grantor may have an interest. Grantor does not intend by this deed to transfer any water rights or rights to the use of water and it is Grantor's intent that this conveyance shall not transfer any water rights or rights to the use of water by implication. FURTHER RESERVING unto Grantor the right to connect to and use the road improvements and utilities lines constructed by Grantee on the Property without any cost, fee or charge imposed by Grantee or otherwise payable indirectly to Grantee through any reimbursement, pioneering or similar agreement.

SUBJECT TO: (i) any state of facts which an accurate survey or physical inspection of the Property might show, (ii) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction, and (iii) all matters of record, including, current taxes, reservations,

COURTESY RECORDING ONLY
Cottonwood Title disclaims any
liability as to the condition of title
and as to the content, validity,
or effects of this document.

easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances.

PROVIDED, HOWEVER, that this conveyance is made and Grantee hereby covenants and agrees the Property will be used and maintained by Grantee solely for the purpose of constructing, maintaining and operating: (a) a paved roadway open to the public; (b) storm and surface water drainage facilities; (c) utility lines for power, water, sewer, gas and communications; and (d) all necessary and required improvements. Grantee further covenants and agrees that no portion of the Property shall be used for residential housing, lodging or other overnight use or occupation including, without limitation, the legal or de facto subdivision of the Property into lots or parcels, or the placement or construction of any residential buildings, structures, or similar improvements except with the advance written approval of Grantor. The parties expressly agree that the foregoing covenants and use restrictions shall run with the Property for the benefit of the Grantor's adjacent property, and be binding on Grantee and its successor and assigns for the benefit of Grantor and its successor and assigns.

[SIGNATURE PAGE FOLLOWS]

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: *R. Russell Smith*
Print Name: ROB RUSSELL SMITH
Title: VP FINANCE

GRANTEE: Saddleback Pastures, L.C., a Utah limited liability company

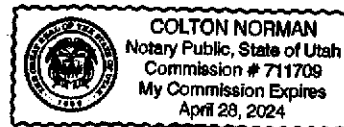
By: *Christopher F. Robinson* 2/6/2024
Christopher F. Robinson, Manager

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

The foregoing instrument was acknowledged before me this 12th day of February, 2024, by Rob Russell-Smith, as VP Finance of KENNECOTT UTAH COPPER LLC, a Utah limited liability company.

Colton Norman
NOTARY PUBLIC
Residing at: South Jordan, Utah

My Commission Expires:
April 28, 2024

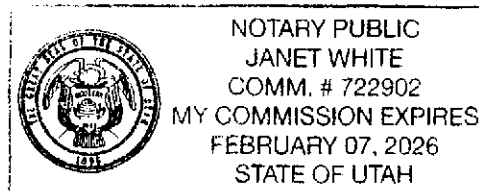


STATE OF Utah)
: ss.
COUNTY OF Tooele)

The foregoing instrument was acknowledged before me this 0 day of February, 2024, by Christopher F. Robinson, as Manager of Saddleback Pastures, L.C., a Utah limited liability company.

Janet White
NOTARY PUBLIC
Residing at: Tooele, UT 84074

My Commission Expires:
Feb 7, 2024



**EXHIBIT A
TO
SPECIAL WARRANTY DEED**

A parcel of land located in the Southeast Quarter of Section 35, Township 1 South Range 4 West, Salt Lake Base and Meridian, to be used for the right-of-way of the extension of Pheasant Lane, and being more particularly described as follows:

Beginning at the southeast corner of that certain property conveyed to Kennecott Utah Copper Corporation (KUCC), recorded in the office of the Tooele County Recorder as Entry No. 47580, said point also being the southwest corner of that certain property conveyed to Joel Garcia as recorded in said office as Entry No. 496154, said point being on the north line of that certain property conveyed to Uintah Land Company LC et al as recorded in said office as Entry No. 465380, said point lies South $00^{\circ}16'05''$ West along the section line 128.10 feet and West 832.43 feet from the East Quarter Corner of Section 35, Township 1 South, Range 4 West, Salt Lake Base and Meridian (basis of bearing being South $00^{\circ}16'05''$ West between the East Quarter corner and the Southeast Corner of Section 35, T1S, R4W, SLB&M); and running thence North $89^{\circ}43'55''$ West 281.62 feet along the south line of said KUCC property, along said north line of said Uintah property, and along the north line of that certain property conveyed to Cary Tratos as recorded in said office as Entry No. 93664; thence northeasterly along the arc of a 60.00 foot radius non-tangent curve to the right, the center of which bears South $59^{\circ}27'08''$ East, through a central angle of $59^{\circ}27'08''$ a distance of 62.26 feet (chord bearing N $60^{\circ}16'26''$ E, chord length 59.50'); thence East 230.15 feet to the east line of said KUCC property and the west line of said Garcia property; thence South $00^{\circ}23'17''$ West along said lines 30.82 feet to the point of beginning.

Containing 8,053 square feet or 0.185 acres.

A portion of APN 01-505-0-0003