

When Recorded, Please Mail To:

D. Ryan Robison
Apex Law, LLC
7668 S. Mountain Estates Dr.
Cottonwood Heights, UT 84121

Parcel ID: 05-027-0-0021; 05-027-0-0029

GRANT OF EASEMENT

This Stormwater Easement Agreement (the “**Easement Agreement**”) is made and entered into this 16th day of August, 2024 (the “**Effective Date**”) by and between Penelope Rose, LLC, a Utah limited liability company (“PR”) and Kennecott Utah Copper, LLC, a Utah limited liability company (“Kennecott”). PR and Kennecott are collectively referred to herein as the “**Parties**” or individually each as a “**Party**”.

RECITALS

A. PR owns certain real property located in Tooele County Utah, more particularly described in Exhibit A hereto, and known as Parcel ID No. 05-027-0-0029 (the “**PR Property**”);

B. Kennecott owns certain real property located in Tooele County Utah, more particularly described in Exhibit B hereto, and known as Parcel ID No. 05-027-0-0021 (the “**Kennecott Property**”);

C. The Kennecott Property and the PR Property abut;

D. Kennecott, as part of its business, operates the Six Mile Canal and Mill Pond Diversion Ditch (the “**Canals**”) across portions of the PR Property and the Kennecott Property;

E. PR and Kennecott are Parties to that certain Real Property Agreement dated August 16, 2024, whereby PR agreed to convey to Kennecott certain real property more particularly described in Exhibit C attached hereto and incorporated herein (the “**Transferred Property**”), and Kennecott agreed to grant to PR an easement over and across portions of the Transferred Property to provide for stormwater drainage into the Canals for the benefit of the PR Property (the “**Agreement**”).

F. The Parties intend that each of them, their respective successors in interest, and their respective lessees, tenants, occupants, customers, contractors, agents, employees, licensees and business invitees (the “**Permittees**”) shall at all times enjoy the benefits of and shall at all times hold their interests subject to, the rights, easements, privileges and restrictions in this Easement Agreement.

NOW THEREFORE, in consideration of the following encumbrances which shall be binding upon, attached to, and run with the PR Property and the Transferred Property (collectively, the “**Properties**”), and for other consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Construction of Facilities. PR shall construct facilities to clean, transport and collect stormwater from the PR Property to the Transferred Property (hereinafter, the “**Facilities**”), as per the approved construction drawings. The Facilities shall be installed by PR at PR’s sole cost and expense along those four (4) lines marked as “discharge points” on Exhibit D attached hereto. For the avoidance of doubt, such discharge points are located as follows:

- a. Discharge Point #1 – located on the boundary shared or to be shared by Lot 1319 and Lot 1320;
- b. Discharge Point #2 – located on the boundary shared or to be shared by Lot 1426 and Lot 1427;
- c. Discharge Point #3 – located on the boundary shared or to be shared by Lot 1611 and Lot 1612;
- d. Discharge Point #4 – located on the boundary shared or to be shared by Lot 1604 and 1605.

2. Grant of Discharge Easement. Kennecott hereby grants to PR a perpetual, non-exclusive discharge easement (the “**Discharge Easement**”) to discharge stormwater collected by the Facilities into the Canals over, under and across the Transferred Property. The specific points of discharge shall be where Discharge Points #1-4 meet the boundary of the Transferred Property as shown on Exhibit D. It shall be a condition of this Easement Agreement that, first, all stormwater discharged by PR from the 4 discharge points onto the Kennecott Property pursuant hereto shall be, prior to discharge, (i) cleaned by a Unistorm 5-R water box system, and (ii) that all discharge be within the limits set forth in Exhibit E. If such system is not reasonably commercially available, another such system of equal or greater quality may be used, subject to Kennecott’s reasonable approval. PR shall not receive stormwater from adjacent properties to be discharged via the four (4) discharge points, meaning that no stormwater or other discharge originating on any property other than either the PR Property or the Transferred Property may pass through or be routed through either the Facilities or the discharge points.

3. Grant of Operation, Maintenance, Repair and Replacement Easement to PR. Conditioned on PR’s completion of construction of the Facilities, and conditioned further on PR’s adherence to the terms hereof, Kennecott hereby grants to PR a perpetual, non-exclusive easement over, under and across the Transferred Property for the purpose of operating, maintaining, repairing and replacing the Facilities. Kennecott shall have no obligation whatsoever to maintain, repair or replace such Facilities. Kennecott shall continue to have access to the Discharge Easement area for all purposes as long as such use by Kennecott does not unreasonably interfere with the Discharge Easement.

4. Grant of Ambient Water Discharge Easement to PR by Kennecott. Kennecott, subject to PR’s adherence to the terms and conditions of this Easement Agreement, hereby grants to PR, the right to direct and cause to drain onto the Transferred Property, the rear ambient stormwater discharge for lots 1320, 1321, 1424, 1425, 1426, 1427, 1428, 1604, 1605, 1606, 1607, 1608, 1609, 1610, 1611, 1612, 1613, and 1614 as the same are depicted on Exhibit D.

5. Fence Placement Covenant. PR, as part of its development of the PR Property, has caused or shall cause the PR Property to be bound by covenants, conditions and restrictions that shall run with the land (the “CC&Rs”). Under such CC&Rs, PR shall require the owners of lots 118-121, 224-228, 404-414 to install, maintain, repair and replace, at each such owner’s respective cost, a fence running parallel to each such lot’s rear property boundary line, with each such fence to be two feet (2’) from such rear boundary line.

6. Duty of Care. PR shall exercise care to avoid damage to or obstruction of the Canals and avoid any interference with the use, operation, maintenance, and repair of the Canals. PR shall repair any damage to the Canals caused by the construction, installation, maintenance, or repair of the Facilities.

7. Preservation of Natural Landscape. PR shall exercise care to preserve the natural landscape in the Transferred Property and shall conduct their operations to prevent any unnecessary destruction, scarring, or defacing of the natural surroundings near the Facilities. All trees, native shrubbery, and vegetation shall be preserved and protected from damage to the extent such preservation and protection is commercially reasonable. Upon completion of construction and installation of the Facilities, the site shall be smoothed and graded in a manner to conform to the natural topography of the landscape and shall be repaired, replanted, reseeded, or otherwise corrected as directed by Kennecott at PR’s expense.

8. Acknowledgement of Easement. PR acknowledges that the Canals have existed for over 70 years and Kennecott has acquired recorded and prescriptive easements for the operation and maintenance of the Canals.

9. Change of Development Plan. In the event that, prior to PR’s construction of the Facilities, PR’s plan for development of the PR Property changes, and provided that the Parties are not in violation of this Easement Agreement at such time, PR shall supply to Kennecott a plan depicting alternate discharge points and placement of the Facilities, and the Parties shall execute any amendments to this Easement Agreement required to accommodate such change and to grant PR one or more easements permitting PR to discharge stormwater onto the Transferred Property at no more than four (4) specific discharge points, conditioned however on such discharge not exceeding the water volume stated in Exhibit E by more than 50%.

10. Repair. PR hereby agrees to repair or replace any damage to the Kennecott Property or to the Transferred Property caused by PR in the construction, maintenance, repair, operation, replacement, or removal of the Facilities.

11. Liens. PR shall not suffer or permit any mechanics’, materialmens’ or other liens to be recorded against any portion of the Kennecott Property or the Transferred Property, by reason of work, labor, services or materials requested by or supplied to PR. Kennecott shall have the right to post and maintain on the Kennecott Property or the Transferred Property any notices that may be provided by law which Kennecott may deem necessary or advisable for the protection of Kennecott, the Kennecott Property, and the Transferred Property from mechanic’s liens. If any such mechanic’s or materialmens’ lien is recorded against all or a portion of the Kennecott Property or the Transferred Property, then PR shall remove such lien either through payment in

full or through the recording of a release bond within fifteen (15) days after PR's receipt of notice of recordation of such lien.

12. Indemnification. PR shall indemnify, defend, protect and hold harmless Kennecott from and against any and all claims, demands, judgments, actions, damages, losses, penalties, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) to the extent caused by the acts or omissions of PR, its agents, employees, consultants, contractors, subcontractors and/or invitees through the use of the easements granted herein or as the result of any conduct or activities upon the Kennecott Property or the Transferred Property.

13. Attorneys' Fees. In any legal proceeding between PR and Kennecott seeking enforcement of or attempting to construe any of the terms and provision of this Easement Agreement, the prevailing party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses, including, without limitation, service of process, filing fees, court and court reporter costs, investigation costs, expert witness fees and the cost of any bonds, and reasonable attorneys' fees.

14. Governing Law. This Easement Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Utah.

15. Authority of Signers. Each person executing this instrument warrants that they have the authority to execute this document on behalf of any entity or other party listed in this Easement Agreement.

16. Counterparts. This Easement Agreement may be executed in one or more counterparts, each of which, when taken together, shall constitute the original.

17. Further Assurances. The Parties agree to acknowledge, execute, and deliver all such further documents, instruments, or assurances and to perform all such further acts as may be reasonably required from time to time in order to carry out the terms and conditions of this Easement Agreement in accordance with their intent, including the termination, modification, or amendment of this Easement Agreement.

18. No Waiver. A delay in enforcing or a failure to enforce any breach or violation of any restriction in this Easement Agreement shall not be deemed to be a waiver or abandonment of any such restriction, or a waiver of the right to enforce any subsequent breach or violation of such restriction. The foregoing shall apply regardless of whether any person affected hereby (or having the right to enforce these restrictions) had knowledge of the breach or violation.

19. Severability. If any term or provision of this Easement Agreement, to any extent, shall be held invalid or unenforceable, the remaining terms and provisions hereof shall not be affected thereby, but each such remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

20. Easements Run with the Land. This Easement Agreement and the easements granted or created herein are appurtenant to the PR Property and the Transferred Property. The easements and all rights and obligations in this Easement Agreement shall constitute covenants running with

the land and bind every person having a fee, leasehold, or any other interest in any portion of either the PR Property or the Transferred Property, including their respective heirs, assigns, successors, and personal representatives.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK – SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Easement Agreement.

KENNECOTT UTAH COPPER, LLC
a Utah limited liability company

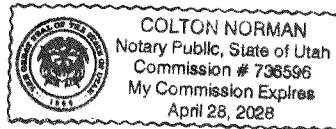
R. Russell Smith
By: Robert Russell Smith
Its: VP FINANCE

8/14/2024

Date

STATE OF UTAH)
:ss
County of Salt Lake)

On this 14th day of August, 2024, personally appeared before me Robert Russell Smith, and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that (s)he executed the same. Witness my hand and official seal.



Colton Norman
Notary Public

PENELOPE ROSE, LLC

a Utah limited liability company

Micah W. Peters
Signed with **Stavvy**

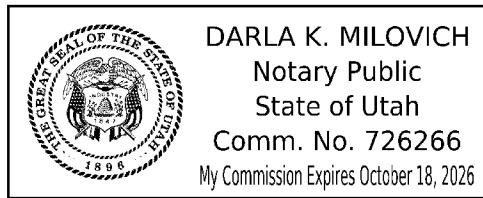
By: Micah W. Peters
Its: Manager

08/16/2024

Date

STATE OF UTAH)
:ss
County of Salt Lake)

On this 16th day of August, 2024, personally appeared before me Micah W. Peters, and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that (s)he executed the same. Witness my hand and official seal. This act was performed via remote online audio-visual communication.



Darla K. Milovich
Signed with **Stavvy**

Notary Public

Notarized remotely via audio/video communication using Stavvy

EXHIBIT A
 (Legal Description of PR Property)

PARCEL 1:

Proposed WILD HORSE RANCH PHASE 13, being more particularly described as follows:

A portion of the SW1/4 of Section 9 and the NW1/4 of Section 16, Township 2 South, Range 4 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the Southeasterly line of that Real Property described in Deed Entry No. 335721 of the Official Records of Tooele County located S89°42'06"W along the Section line 717.38 feet and South 95.03 feet from the North 1/4 Corner of Section 16, T1S, R4W, SLB&M; thence along said deed the following (2) two courses: 1) N27°19'59"E 585.85 feet; 2) N50°41'33"W 54.00 feet to the southerly line of that Real Property described in Deed Entry No. 380004 of the Official Records of Tooele County; thence N38°59'38"E along said deed 488.99 feet to the southerly line of that Real Property described in Deed Entry No. 329649 of the Official Records of Tooele County; thence S74°38'58"E along said deed 46.17 feet; thence S06°52'01"W 268.49 feet; thence Easterly along the arc of a non-tangent curve to the right having a radius of 130.00 feet (radius bears: S06°52'01"W) a distance of 7.69 feet through a central angle of 03°23'24" Chord: S81°26'16"E 7.69 feet; thence S79°44'34"E 29.75 feet; thence S10°15'26"W 60.00 feet; thence S14°35'31"W 100.29 feet; thence S27°18'58"W 457.27 feet; thence S09°07'10"E 16.72 feet; thence S26°51'57"E 160.00 feet; thence S63°08'03"W 96.60 feet; thence S70°35'46"W 112.27 feet; thence S24°05'51"E 114.48 feet; thence N63°08'36"E 22.95 feet; thence S26°51'45"E 160.24 feet; thence N63°08'19"E 163.48 feet; thence S26°51'41"E 80.00 feet to the Northwesterly line of Lot 231, OLD MILL P.U.D. Phase 2, according to the Official Plat thereof on file in the Office of the Tooele County Recorder; thence along said plat the following (3) three courses: 1) S63°08'19"W 140.58 feet; 2) S26°51'41"E (plat: S26°51'57"E) 82.00 feet; 3) S54°40'48"E (plat: S54°41'04"E) 9.84 feet to the northerly right-of-way line of Porter Way as described and dedicated as part of STARSIDE PHASE 2-PARCEL 9 P.U.D. according to the Official Plat thereof on file in the Office of the Tooele County Recorder; thence S62°48'02"W (plat: S62°47'46"W) along said plat 270.65 feet; thence along the arc of a curve to the right with a radius of 15.00 feet a distance of 23.70 feet through a central angle of 90°32'03" Chord: N71°55'57"W 21.31 feet; thence N26°39'55"W 59.32 feet; thence along the arc of a curve to the right with a radius of 15.00 feet a distance of 23.56 feet through a central angle of 90°00'00" Chord: N18°20'05"E 21.21 feet; thence N26°39'55"W 80.00 feet; thence S63°20'05"W 153.87 feet; thence N00°49'35"W 571.61 feet to the point of beginning.

And also a portion of the NW1/4 of Section 16, Township 2 South, Range 4 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located S89°42'06"W along the Section line 596.01 feet and South 716.71 feet from the North 1/4 Corner of Section 16, T1S, R4W, SLB&M; thence S26°39'55"E 60.16 feet; thence along the arc of a curve to the right with a radius of 15.00 feet a distance of 23.42 feet through a central angle of 89°27'57" Chord: S18°04'03"W 21.11 feet to the northerly right-of-way line of Porter Way as described and dedicated as part of STARSIDE PHASE 2-PARCEL 9 P.U.D.

according to the Official Plat thereof on file in the Office of the Tooele County Recorder; thence S62°48'02"W along said right-of-way and extension thereof 222.61 feet; thence N27°10'09"W 18.60 feet; thence S62°34'10"W 21.27 feet to the Southerly right-of-way line of Castle Rock Drive, according to the Official Road Dedication Plat Entry No. 557967, recorded on 10/21/21 in the Office of the Tooele County Recorder; thence along said right-of-way the following three (3) courses: (1) Northeasterly along the arc of a non-tangent curve to the left having a radius of 194.00 feet (radius bears: N45°51'46"W) a distance of 82.40 feet through a central angle of 24°20'06" Chord: N31°58'12"E 81.78 feet; to a point of reverse curvature; (2) thence along the arc of a curve to the right having a radius of 114.00 feet a distance of 86.62 feet through a central angle of 43°31'56" Chord: N41°34'07"E 84.55 feet; (3) thence N63°20'05"E 95.54 feet; thence along the arc of a curve to the right with a radius of 15.00 feet a distance of 23.56 feet through a central angle of 90°00'00" Chord: S71°39'55"E 21.21 feet to the point of beginning.

PARCEL 2:

Proposed WILD HORSE RANCH PHASE 14 SUBDIVISION, being more particularly described as follows:

A portion of the SW1/4 & SE1/4 of Section 9 and the NW1/4 & NE1/4 of Section 16, Township 2 South, Range 4 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located S89°42'06"W along the Section line 303.99 feet and South 169.32 feet from the North 1/4 Corner of Section 16, T2S, R4W, SLB&M; thence N26°51'57"W 160.00 feet; thence N09°07'10"W 16.72 feet; thence N27°18'58"E 457.27 feet; thence N14°35'31"E 100.29 feet; thence N10°15'26"E 60.00 feet; thence N79°44'34"W 29.75 feet; thence along the arc of a curve to the left with a radius of 130.00 feet a distance of 7.69 feet through a central angle of 03°23'24" Chord: N81°26'16"W 7.69 feet; thence N06°52'01"E 268.49 feet to the Southerly line of that Real Property described in Deed Entry No. 329649 of the Official Records of Tooele County; thence along said deed the following (4) four courses: 1) S74°38'58"E 35.53 feet; 2) S45°00'50"E 114.41 feet; 3) East 248.35 feet; 4) S73°30'11"E 25.62 feet; thence S05°05'45"W 191.55 feet; thence S83°46'15"W 47.38 feet; thence S17°11'43"E 149.43 feet; thence S79°40'24"W 11.64 feet; thence S63°08'03"W 11.25 feet; thence S26°51'57"E 100.00 feet; thence N63°08'03"E 30.22 feet; thence S26°51'57"E 160.00 feet; thence S63°08'03"W 736.69 feet to the point of beginning.

PARCEL 3:

Proposed WILD HORSE RANCH PHASE 15 SUBDIVISION, being more particularly described as follows:

A portion of the SE1/4 of Section 9 and the NW1/4 & NE1/4 of Section 16, Township 2 South, Range 4 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located S89°42'06"W along the Section line 496.06 feet and South 249.27 feet from the North 1/4 Corner of Section 16, T2S, R4W, SLB&M; thence N70°35'46"E 112.27

feet; thence N63°08'03"E 974.27 feet; thence S26°51'57"E 13.79 feet; thence N63°08'03"E 100.00 feet; thence S26°51'57"E 146.17 feet; thence S63°08'36"W 19.49 feet; thence S26°51'57"E 100.14 feet; thence S63°08'19"W 65.51 feet; thence S26°51'41"E 80.00 feet to the Northwesterly line of OLD MILL P.U.D. Phase 1, according to the Official Plat thereof on file in the Office of the Tooele County Recorder; thence along said plat S63°08'19"W 919.70 feet to and along the Northwesterly line of OLD MILL P.U.D. Phase 2, according to the Official Plat thereof on file in the Office of the Tooele County Recorder; thence N26°51'41"W 80.00 feet; thence S63°08'19"W 163.48 feet; thence N26°51'45"W 160.24 feet; thence S63°08'36"W 22.95 feet; thence N24°05'51"W 114.48 feet to the point of beginning.

PARCEL 4:

Proposed WILD HORSE RANCH PHASE 16 SUBDIVISION, being more particularly described as follows:

A portion of the SE1/4 of Section 9 and the NE1/4 of Section 16, Township 2 South, Range 4 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located N89°56'09"E along the Section line 353.18 feet and North 161.61 feet from the North 1/4 Corner of Section 16, T2S, R4W, SLB&M (Basis of Bearing: S89°42'06"W along the Section line between the North 1/4 Corner and Northwest Corner of said Section 16); thence N26°51'57"W 160.00 feet; thence S63°08'03"W 30.22 feet; thence N26°51'57"W 100.00 feet; thence N63°08'03"E 11.25 feet; thence N79°40'24"E 11.64 feet; thence N17°11'43"W 149.43 feet; thence N83°46'15"E 47.38 feet; thence N05°05'45"E 191.55 feet to the Southerly line of that Real Property described in Deed Entry No. 329649 of the Official Records of Tooele County; thence along said deed the following (15) fifteen courses: 1) S73°30'11"E 55.76 feet; 2) N30°35'29"E 73.82 feet; 3) N87°23'55"E 63.64 feet; 4) S46°08'14"E 104.21 feet; 5) N66°48'41"E 66.02 feet; 6) N26°34'34"E 64.60 feet; 7) S72°15'48"E 151.71 feet; 8) S23°45'35"E 78.90 feet; 9) S40°29'59"E 155.75 feet; 10) S04°16'06"W 64.08 feet; 11) S50°43'27"E 36.15 feet; 12) N86°49'18"E 45.87 feet; 13) S48°41'18"E 196.47 feet; 14) S15°26'26"E 84.25 feet; 15) S57°55'49"E 108.70 feet to a point on the Northeasterly extension of the Northwesterly line of OLD MILL P.U.D. Phase 1, according to the Official Plat thereof on file in the Office of the Tooele County Recorder; thence along said plat S63°08'19"W 596.40 feet; thence N26°51'41"W 80.00 feet; thence N63°08'19"E 65.51 feet; thence N26°51'57"W 100.14 feet; thence N63°08'36"E 19.49 feet; thence N26°51'57"W 146.17 feet; thence S63°08'03"W 100.00 feet; thence N26°51'57"W 13.79 feet; thence S63°08'03"W 140.98 feet to the point of beginning.

EXHIBIT B

(Legal Description of Kennecott Property)

A PARCEL OF LAND SITUATE IN SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 9 (POINT BEING 1301.87 FEET NORTH 00°03'29" WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 9; AND RUNNING THENCE NORTH 89°19'40" WEST 1333.07 FEET ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9 TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9 SOUTH 00°00'49" EAST 1172.52 FEET; MORE OR LESS, TO THE NORTH LINE OF MILL CREEK; THENCE NORTHWESTERLY ALONG THE NORTH LINE OF SAID MILL CREEK THE FOLLOWING TWENTY-THREE (23) COURSES: (1) NORTH 88°24'35" WEST 79.50 FEET; (2) THENCE NORTH 57°55'49" WEST 200.02 FEET; (3) THENCE NORTH 15°26'26" WEST 84.25 FEET; (4) THENCE NORTH 48°41'18" WEST 196.47 FEET; (5) THENCE SOUTH 86°49'18" WEST 45.87 FEET; (6) THENCE NORTH 50°43'27" WEST 36.15 FEET; (7) THENCE NORTH 04°16'06" EAST 64.08 FEET; (8) THENCE NORTH 40°29'59" WEST 155.75 FEET; (9) THENCE NORTH 23°45'35" WEST 78.90 FEET; (10) THENCE NORTH 72°15'48" WEST 151.71 FEET; (11) THENCE SOUTH 26°34'34" WEST 64.60 FEET; (12) THENCE SOUTH 66°48'41" WEST 66.02 FEET; (13) THENCE NORTH 46°08'14" WEST 104.21 FEET; (14) THENCE SOUTH 87°23'55" WEST 63.64 FEET; (15) THENCE SOUTH 30°35'29" WEST 73.82 FEET; (16) THENCE NORTH 73°30'11" WEST 81.38 FEET; (17) THENCE NORTH 90°00'00" WEST 248.35 FEET; (18) THENCE NORTH 45°00'50" WEST 114.41 FEET; (19) THENCE NORTH 74°38'58" WEST 425.55 FEET; (20) THENCE SOUTH 77°18'48" WEST 328.81 FEET; (21) THENCE NORTH 67°49'32" WEST 321.44 FEET; (22) THENCE SOUTH 78°11'03" WEST 126.96 FEET; (23) THENCE NORTH 25°14'54" WEST 127.77 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER SOUTH 00°15'44" WEST 1072.51 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE ALONG THE SOUTH LINE OF SAID SECTION 9 SOUTH 89°42'06" WEST 1317.34 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE ALONG THE WEST LINE OF SAID SECTION 9 NORTH 00°29'33" EAST 4451.91 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 80 (PROJECT #I-80-2(3)79) (ALSO BEING A POINT OF NON-TANGENCY WITH A 25537.98 FOOT RADIUS CURVE TO THE LEFT); THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE (AND RIGHT-OF-WAY) A DISTANCE OF 2812.38 FEET THROUGH A CENTRAL ANGLE OF 06°18'35" (CHORD DIRECTION BEARS NORTH 71°04'51" EAST 2810.96 FEET) TO A POINT ON THE NORTH LINE OF SAID SECTION 9; THENCE ALONG THE NORTH LINE OF SAID SECTION 9 SOUTH 89°51'24" EAST 2619.57 FEET TO THE NORTHEAST CORNER OF SAID SECTION 9; THENCE

ALONG THE EAST LINE OF SAID SECTION 9 SOUTH $00^{\circ}13'19''$ WEST 4038.15 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARING FOR THIS DESCRIPTION IS NORTH $89^{\circ}56'16''$ EAST BETWEEN THE TOOELE COUNTY SURVEY MONUMENTS MARKING THE SOUTH QUARTER CORNER AND THE SOUTHEAST CORNER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN.

LESS AND EXCEPTING THEREFROM A PARCEL OF LAND IN FEE SITUATE IN THE NORTH HALF OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SALT LAKE MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 8, WHICH CORNER BEING CALCULATED AS BEING 5259.51 FEET SOUTH $89^{\circ}42'07''$ WEST ALONG THE SOUTH LINE OF SAID SECTION AND 2686.51 FEET NORTH $00^{\circ}17'53''$ WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 8, AND RUNNING THENCE NORTH $00^{\circ}40'55''$ WEST 883.33 FEET ALONG THE WEST LINE OF GRANTOR'S LAND TO THE SOUTH RIGHT OF WAY LINE OF I-80; THENCE 5409.46 FEET ALONG SAID SOUTH RIGHT OF WAY LINE AND ALONG THE ARC OF A 25537.98 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARS NORTH $80^{\circ}18'14''$ EAST 5399.35 FEET TO THE EAST LINE OF SAID SECTION 8; THENCE SOUTH $00^{\circ}29'34''$ WEST 27.40 FEET ALONG SAID EAST LINE TO A POINT ON A 25564.28 FOOT RADIUS CURVE TO THE RIGHT; THENCE 3598.01 FEET ALONG THE ARC OF SAID CURVE, CHORD BEARS SOUTH $78^{\circ}17'06''$ WEST 3595.04 FEET; TO A POINT ON A 1410.00 FOOT

RADIUS REVERSE CURVE TO THE LEFT; THENCE 1407.90 FEET ALONG THE ARC OF SAID CURVE, CHORD BEARS SOUTH $53^{\circ}42'42''$ WEST 1350.14 FEET; THENCE SOUTH $33^{\circ}41'59''$ WEST 163.78 FEET TO A POINT ON A 5430.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE 110.32 FEET ALONG THE ARC OF SAID CURVE, CHORD BEARS SOUTH $28^{\circ}11'51''$ WEST 110.31 FEET TO SOUTH LINE OF THE NORTH HALF OF SAID SECTION 8; THENCE ALONG SAID SOUTH LINE SOUTH $89^{\circ}43'16''$ WEST 560.05 FEET TO THE POINT OF BEGINNING.

EXHIBIT C
 (Legal Description of Transferred Property)

PARCEL 1:

A part of the Southwest Quarter of Section 9, Township 2 South, Range 4 West, Salt Lake Base and Meridian, located in Stansbury Park City, Tooele County, Utah, being more particularly described as follows:

Beginning at a point S89°42'06"W 154.61 feet along the Section line and N0°17'54"W 657.65 feet from the North Quarter Corner of Section 16, Township 2 South, Range 4 West, Salt Lake Base and Meridian; thence

N06°52'01"E 168.09 feet to the Southerly line of that Real Property described in Deed Entry No. 329649 of the official Records of Tooele County; thence along said Deed the following four (4) courses: (1) S74°38'58"E 35.53 feet; thence (2) S45°00'50"E 114.41 feet; thence (3) East 248.35 feet; thence (4) S73°30'11"E 25.62 feet; thence S05°05'45"W 76.41 feet; thence N75°09'25"W 18.49 feet; thence S74°49'04"W 154.28 feet; thence N79°44'34"W 238.45 feet to the point of beginning. (Proposed Parcel A of Proposed Phase 14)

PARCEL 2:

A part of the Southwest Quarter of Section 9, Township 2 South, Range 4 West, Salt Lake Base and Meridian, located in Stansbury Park City, Tooele County, Utah, being more particularly described as follows:

Beginning at a point S89°42'06"W 154.61 feet along the Section line and N0°17'54"W 657.65 feet from the North Quarter Corner of Section 16, Township 2 South, Range 4 West, Salt Lake Base and Meridian; thence

N79°44'34"W 150.18 feet to the easterly line of that Real Property described in Deed Entry No. 380604 of the official Records of Tooele County; thence along said Deed N38°59'38"E 196.03 feet to the Southerly line of that Real Property described in Deed Entry No. 379649 of the official Records of Tooele County; thence along said Deed S74°38'58"E 46.17 feet to the northerly line of that Real Property described in Deed Entry No. 397505 of the official Records of Tooele County; thence along said Deed S06°52'01"W 168.09 feet to the point of beginning.

(Proposed Parcel B of Proposed Phase 13)

PARCEL 3:

A part of the Southwest Quarter of Section 9, Township 2 South, Range 4 West, Salt Lake Base and Meridian, located in Stansbury Park City, Tooele County, Utah, being more particularly described as follows:

Beginning at a point along the northerly right-of-way of Castle Rock Drive, said point being N89°56'09"E 1099.19 feet along the Section line and N0°03'51"W 246.94 feet from the North

Corner of Section 16, Township 2 South, Range 4 West, Salt Lake Base and Meridian; thence along said northerly right-of-way S63°08'19"W 188.87 feet; thence N29°24'19"E 53.20 feet; thence N09°03'39"E 52.98 feet; thence N15°29'12"W 74.48 feet; thence

N44°14'13"W 74.48 feet; thence N80°17'26"W 88.24 feet; thence N42°47'15"W 41.06 feet; thence N13°46'29"W 56.33 feet; thence N24°43'04"W 37.62 feet; thence N36°36'23"W 57.63 feet; thence N51°00'02"W 57.63 feet; thence N65°23'41"W 57.63 feet; thence N79°47'20"W 57.63 feet; thence S84°34'46"W 81.76 feet; thence

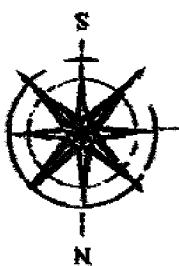
N88°24'51"W 177.33 feet; thence N75°09'25"W 60.76 feet; thence N05°05'45"E 76.41 feet to the southerly line of that Real Property described in Deed Entry No. 329649 of the official Records of Tooele County; thence along said Deed the following fifteen (15) courses: (1) S73°30'11"E 55.76 feet; thence (2) N30°35'29"E 73.82 feet; thence (3) N87°23'55"E 63.64 feet; thence (4) S46°08'14"E 104.21 feet; thence (5) N66°48'41"E 66.02 feet; thence (6) N26°34'34"E 64.60 feet; thence (7) S72°15'48"E 151.71 feet; thence (8) S23°45'35"E 78.90 feet; thence (9) S40°29'59"E 155.75 feet; thence (10) S04°16'06"W 64.08 feet; thence (11) S50°43'27"E 36.15 feet; thence (12) N86°49'18"E 45.87 feet; thence (13) S48°41'18"E 196.47 feet; thence (14) S15°26'26"E 84.25 feet; thence (15) S57°55'49"E 15.30 feet to the point of beginning. (Proposed Parcel A of Proposed Phase 16)

See attached Wild Horse Ranch phase 13,14,16 plats in Exhibit D hereto.

EXHIBIT D
(Discharge Points)

WILD HORSE RANCH PHASE 13 SUBDIVISION

LOCATED IN THE SW 1/4 OF SECTION 9 AND THE
NW 1/4 OF SECTION 16, T2S, R4W,
SALT LAKE BASE & MERIDIAN
STANSBURY PARK, TOOELE COUNTY, UTAH

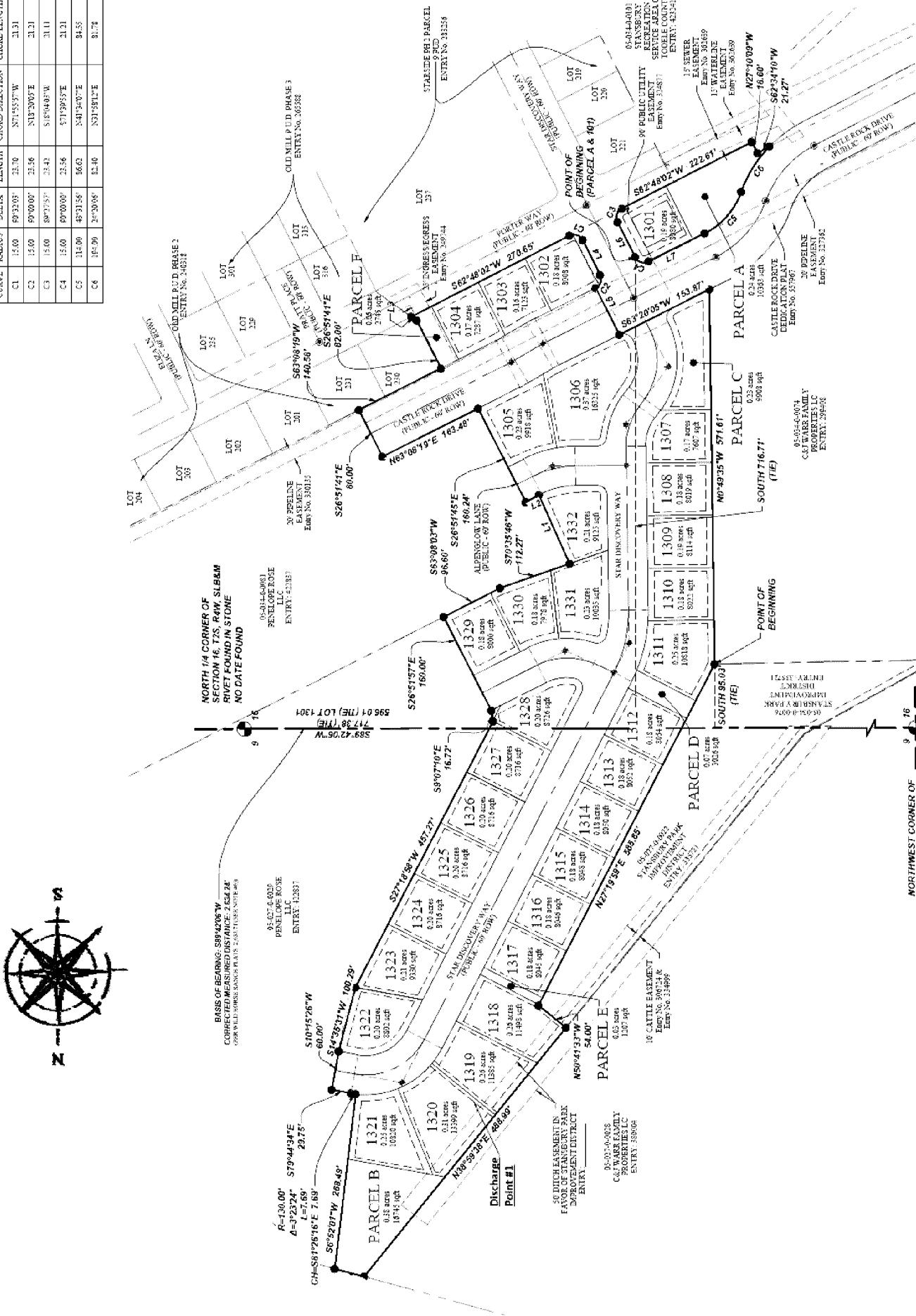


Boundary Curve Table

LINE	DIRECTION	LENGTH
L1	S45°31'31"E	114.48
L2	N55°30'50"E	22.95
L3	S44°40'28"E	6.66
L4	N35°39'55"W	58.32
L5	N35°39'55"W	66.69
L6	S26°39'35"E	60.16
L7	N35°29'55"E	95.54

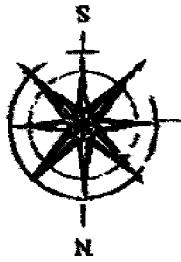
Boundary Curve Table

CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	15.00	89°32'05"	23.70	N71°55'37"W	21.51
C2	15.00	89°00'07"	23.56	N13°20'03"E	21.21
C3	15.00	89°27'37"	23.42	S18°34'33"W	21.11
C4	15.00	89°00'00"	23.36	S71°39'55"E	21.21
C5	11.00	48°31'56"	56.62	N41°30'17"E	51.55
C6	18.00	2°30'05"	51.40	N31°58'11"E	51.76



WILD HORSE RANCH PHASE 14 SUBDIVISION

LOCATED IN THE SW 1/4 AND SE 1/4 OF SECTION 9
AND THE NW 1/4 AND NE 1/4 OF SECTION 16, T2S, R4W.
SALT LAKE BASE & MERIDIAN
STANSBURY PARK, TOOELE COUNTY, UTAH

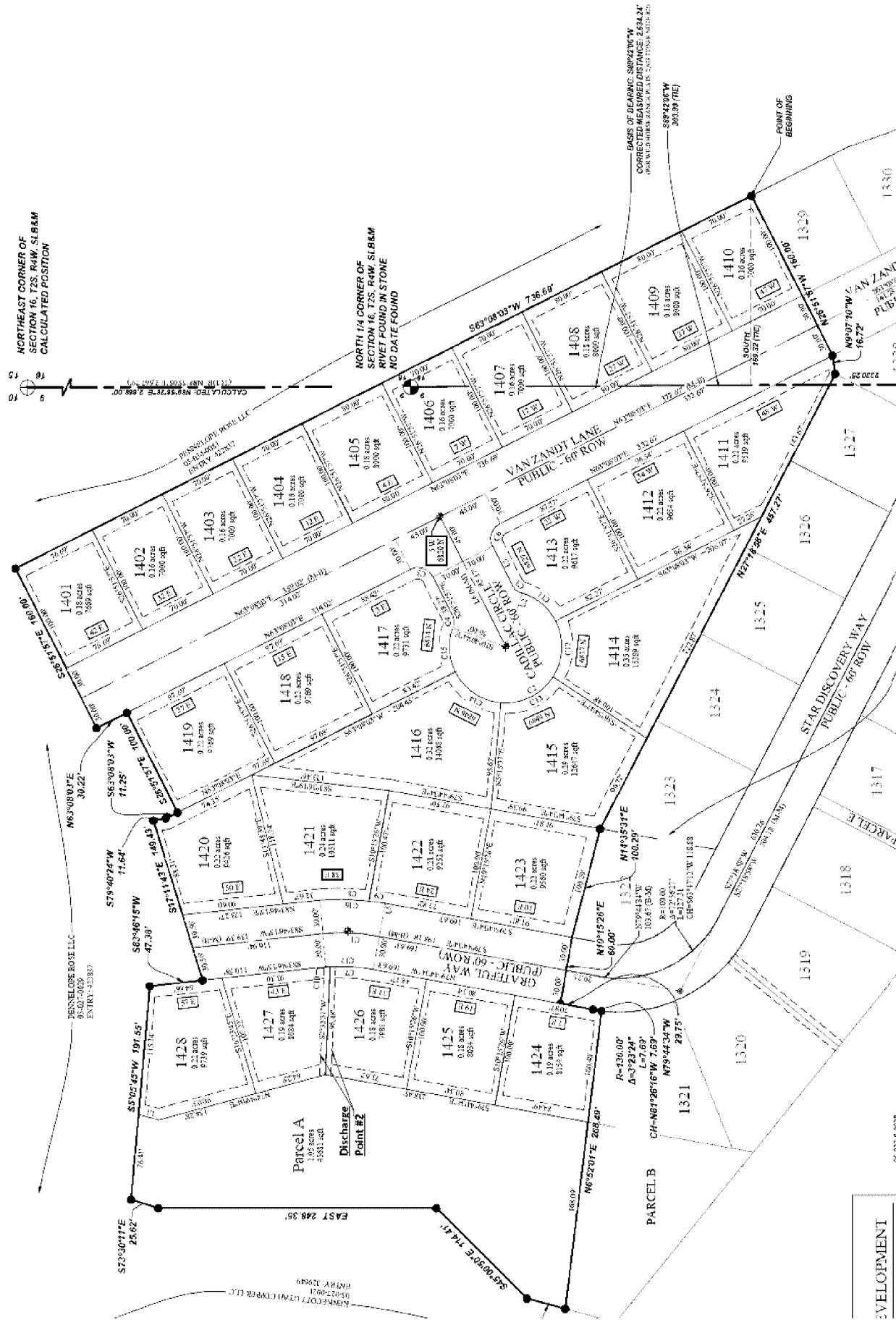


GRAPHIC SCALE

NORTHEAST CORNER OF
SECTION 16, T2S, R4W, SLOPE &
CIVILIZED POSITION.

CALCULATED: N93.952E 2.689.00.

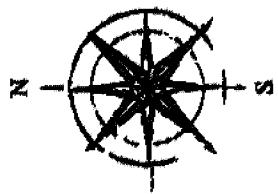
Entry: 607720 Page 16 of 19



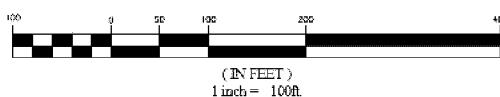
WILD HORSE RANCH PHASE 16

SUBDIVISION

LOCATED IN THE SE1/4 OF SECTION 9 AND THE
NE1/4 OF SECTION 16, T2S, R4W,
SALT LAKE BASE & MERIDIAN
STANSBURY PARK CITY, TOOELE COUNTY, UTAH



GRAPHIC SCALE



**NORTHEAST CORNER OF
SECTION 16, T2S, R4W, SLB&M
CALCULATED POSITION**

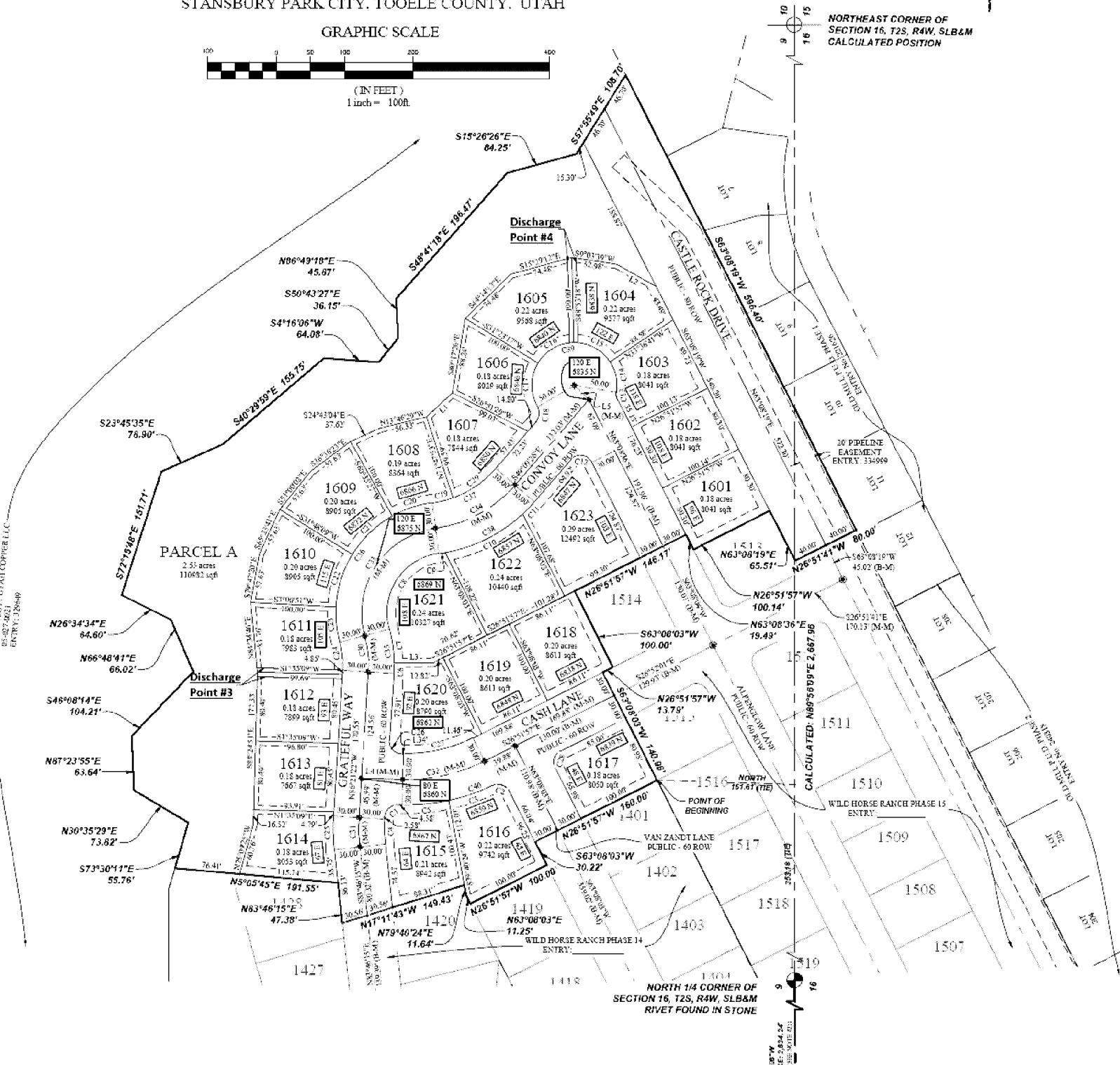


EXHIBIT E
(Discharge Limits)

