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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
STOEL RIVES  
201 S MAIN #1100  
SLC UT 84111  
BY: KRA, DEPUTY - WI 15 P.

15  
**WHEN RECORDED RETURN TO:**

Ervin R. Holmes, Esq.  
STOEL RIVES LLC  
201 South Main Street, Suite 1100  
Salt Lake City, UT 84111

**AMENDED AND RESTATED  
TEMPORARY EASEMENT AGREEMENT**

THIS AMENDED AND RESTATED TEMPORARY EASEMENT AGREEMENT (as further defined below, this "*Agreement*") is made and entered into as of the 15th day of August, 2014 ("*Restatement Date*"), by and between GENEVA ROCK PRODUCTS, INC., a Utah corporation ("*Geneva Rock*"), and MATERIALS PACKAGING CORPORATION, a Tennessee corporation, (erroneously identified in the Original Agreement (defined below)) as an Arkansas corporation ("*Materials Packaging*").

**RECITALS:**

This Agreement is made and entered into with reference to the following definitions and recitals of fact, which are a material part of this Agreement:

A. Geneva Rock is the owner of certain real property located in Salt Lake County, State of Utah and more particularly described in Schedule 1 attached hereto and by this reference made a part hereof. The property described in Schedule 1 is hereinafter referred to as the "*Geneva Rock Property*."

B. Geneva Rock acquired the Geneva Rock Property from Orin V. Hansen (aka O.V. Hansen) and Michael Snow Hansen (aka Michael S. Hansen) (collectively, "*Grantors*") pursuant to a Warranty Deed (the "*1990 Deed*"), dated March 1, 1990 and recorded on March 1, 1990 in the records of the County Recorder for Salt Lake County, State of Utah ("*Recorder*") as Entry No. 4887770.

C. At the time of Grantors delivery of the 1990 Deed to Geneva Rock, Grantors owned and retained a parcel of property located adjacent to the Geneva Rock Property, described in Exhibit "D" to the 1990 Deed and described again in Schedule 2 attached hereto (herein, the "*MPC Property*"). The 1990 Deed reserved to the Grantors two perpetual easements over and across certain areas of the Geneva Rock Property for the benefit of the MPC Property, one of such easements was a nonexclusive perpetual easement over the portion of the Geneva Rock Property described in Exhibit "B" to the 1990 Deed for ingress and egress to the MPC Property (herein, the "*1990 Access Easement*"). The MPC Property was acquired by AFM Limited Company, a Utah limited liability company ("*AFM*") by Warranty Deed dated April 13, 1993, and recorded in the records of the Recorder on April 21, 1993 as Entry No. 5481977.

D. AFM leased the MPC Property to Ash Grove Materials Corporation pursuant to a Lease Agreement, dated July 1, 2001 (the "**MPC Lease**") and on July 1, 2001 Ash Grove Materials Corporation assigned its interest in the MPC Lease to Materials Packaging.

E. On or about March 27, 2003, Geneva Rock and Materials Packaging entered into that certain Temporary Easement Agreement (the "**Original Agreement**"), dated March 27, 2003, and recorded in the office of the County Recorder for Salt Lake County, state of Utah, April 23, 2003, in Book 8783, Pages 7581-7591, as Entry No. 8623946, pursuant to which Geneva Rock granted Materials Packaging a temporary, nonexclusive easement and right-of-way (the "**Original Temporary Easement**") over, upon, and across that portion of the Geneva Rock Property described in Schedule 3 attached hereto (the "**Original Temporary Easement Parcel**") solely for the purpose of temporarily increasing the width of the property available to Materials Packaging under the 1990 Access Easement by a temporary easement for ingress and egress to the Materials Packaging Parcel from the public roadway, over such areas of the Original Temporary Easement Parcel as would not interfere with the day-to-day operations of Geneva Rock. The Original Agreement, as modified hereby, is herein referred to as this "**Agreement**."

F. Geneva Rock and Materials Packaging desire to amend and restate the Original Agreement for the purpose, among others, of reducing and redescribing as of the Restatement Date the Original Temporary Easement and the Original Temporary Easement Parcel on the terms and provisions set forth below.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Geneva Rock and Materials Packaging hereby amend and restate Original Agreement on and as of the Restatement Date to read, in its entirety, as follows:

1. Recitals/Schedules. Recitals A through F and the schedules attached hereto are by this reference incorporated herein.

2. Temporary Easement. Subject to the provisions of this Agreement, Geneva Rock does hereby grant, convey, and transfer to Materials Packaging for use by Materials Packaging and its affiliated entities, customers, employees, and invitees, a temporary, nonexclusive easement and right-of-way (the "**Modified Temporary Easement**") over, upon, and across the real property described in Schedule 4 attached hereto (the "**Modified Temporary Easement Parcel**") solely for the purposes of increasing the width of the property available under the 1990 Access Easement for ingress and egress to the Materials Packaging Parcel from the public roadway in such areas upon the Modified Temporary Easement Parcel as shall not interfere with the operations of Geneva Rock. Materials Packaging acknowledges and agrees that Materials Packaging has no right, title, or interest in or to the Geneva Rock Property, except for the temporary rights granted pursuant to this Agreement and the rights included in the 1990 Access Easement. The parties further acknowledge and agree that this temporary easement does not extinguish or modify the previously granted 1990 Access Easement.

3. Term - Notice of Termination of MPC Lease. The term of the Original Temporary Easement commenced on March 27, 2003, upon the parties execution of the Original Agreement and shall terminate on the first to occur of: (a) March 27, 2033; (b) termination of this Agreement pursuant to the provisions of Section 4 hereof; or (c) otherwise under applicable law. Materials Packaging shall provide written notice to Geneva Rock (which notice shall reference this Agreement) of the expiration or termination of the MPC Lease, or of the assignment by Materials Packaging of its interests as the lessee under the MPC Lease or of the sublease by Materials Packaging of all or any portion of the MPC Property within thirty (30) days after any such occurrence.

4. Termination by Geneva Rock. Notwithstanding anything contained in this Agreement to the contrary, Geneva Rock shall have the sole and absolute right in its discretion to terminate the Modified Temporary Easement granted with respect to the Modified Temporary Easement Parcel, pursuant to the provisions of this Agreement upon thirty (30) days prior written notice to Materials Packaging. The right of Geneva Rock to terminate the Modified Temporary Easement shall be absolute and not limited by any other provision of this Agreement and may be exercised by Geneva Rock without any responsibility to Materials Packaging for inconvenience, costs, or losses resulting from or related to such election to terminate early all easements granted pursuant to the provisions of this Agreement.

5. No Interference with Geneva Rock Operations. Materials Packaging acknowledges and agrees that Geneva Rock, and its affiliates Clyde Companies, Inc., W.W. Clyde Construction Co., Sunroc Corporation, Sunroc Building Supplies, Inc., (collectively, with Geneva Rock, the "**Geneva Rock Group**") and the customers, employees, and invitees of the Geneva Rock Group are engaged in the operation of their businesses upon the Geneva Rock Property, and/or they enter upon and use the Geneva Rock Property (including the Modified Temporary Easement Parcel and the 1990 Access Easement Parcel) in connection with their businesses, and Materials Packaging agrees that neither Materials Packaging nor any of its customers, employees, affiliates, or invitees entering upon the Modified Easement Parcel nor the 1990 Access Easement Parcel shall interfere in any way with the business operations of any of the Geneva Rock Group. Materials Packaging shall cause its employees, affiliates, customers, and invitees to comply with the reasonable rules and regulations established from time to time by Geneva Rock (such as, but not limited to, traffic control and nonuse areas for safety purposes) with regard to use of the Modified Temporary Easement Parcel during the term of this Agreement.

Materials Packaging further agrees to properly secure Geneva Rock's security/access gate when Materials Packaging, or any of its customers, employees, affiliates, or invitees, access the MPC Property over the Modified Temporary Easement Parcel and the 1990 Access Easement or Easement Parcel. Likewise, Materials Packaging agrees to properly secure any other security/access gate on the MPC Property in order to prevent any access over or from the MPC Property to the Geneva Rock Property.

6. Post-Termination; Cooperation. Following the expiration or earlier termination of the term of this Agreement, Materials Packaging shall discontinue all use of the Modified Temporary Easement Parcel and shall exercise its best efforts to cause any Materials Packaging

affiliates, employees, customers, contractors, or others previously invited upon the Modified Temporary Easement Parcel pursuant to the provisions of this Agreement to refrain from any use of the Modified Temporary Easement Parcel.

7. Not a Public Declaration. Nothing contained in this Agreement, nor any use made of the Original Temporary Easement Parcel, pursuant to the provisions of this Agreement, shall be deemed to be a gift or dedication of all or any portion of the Original Temporary Easement Parcel for the general public or for any public purposes whatsoever, it being the intention of the parties to this Agreement that this Agreement be strictly limited to the purposes and the term expressed in this Agreement.

8. Indemnification. Materials Packaging agrees to defend, indemnify, and hold harmless Geneva Rock and the others included in the Geneva Rock Group, and their successor(s) in interest, from and against all liability, loss, or costs incurred, including without limitation reasonable attorney's fees, arising out of, related to, or caused by the acts or omissions, or use of the Original Temporary Easement Parcel, or any portion thereof, by Materials Packaging, its customers, contractors or employees or by any other persons entering upon the Original Temporary Easement Parcel, or any portion thereof, for the purposes of ingress or egress to or from the business located upon the MPC Property. Without limiting the generality of the foregoing, any damage caused to the Original Temporary Easement Parcel, or any portion thereof, or driveways providing access to the Original Temporary Easement Parcel by customers or employees of the business located upon the MPC Property in vehicles other than customary passenger vehicles shall be repaired at the cost and expense of Materials Packaging.

9. Insurance. During the term of this Agreement, Materials Packaging shall maintain commercial general liability insurance, including without limitations, public liability and property damage insurance, personal injury liability, contractual liability, employer's liability, and owner's and contractor's protective insurance coverage, as well as owned and non-owned auto and vehicle liability, with respect to the Modified Temporary Easement Parcel and the 1990 Access Easement Parcel, with coverage including the activities anticipated to be conducted by Materials Packaging and its affiliates, employees, customers, and invitees thereon. Such policy will be (a) written with limits of at least Two Million and No/100 Dollars (\$2,000,000.00) per occurrence for bodily injury and property damage combined, and aggregate limits of at least Two Million and No/100 Dollars (\$2,000,000.00) for bodily injury and for one or more persons, or property damage, and (b) containing a severability of interest clause and cross-liability clauses. Geneva Rock shall be named as an additional insured on such policy of insurance. Materials Packaging shall provide certificates of insurance and copies of the policies and endorsements evidencing such coverage upon request of Geneva Rock. Among other things, such insurance policies shall provide that they shall not be cancelled for coverages materially modified without thirty (30) days prior written notice to Geneva Rock.

10. Default by Geneva Rock. If there is a failure by Geneva Rock to perform, fulfill, or observe any covenant or agreement contained in this Agreement, to be performed, fulfilled, or observed by Geneva Rock, continuing for thirty (30) days after written notice of such default to Geneva Rock, Materials Packaging agrees that its sole and exclusive remedy for such breach

shall be to seek and obtain an order from a court of competent jurisdiction compelling specific performance by Geneva Rock of its obligations under this Agreement.

11. Default by Materials Packaging. Upon the occurrence of any of the following events, Materials Packaging shall be in default under this Agreement: (i) Any failure by Materials Packaging to observe or perform any other term, covenant, or condition of this Agreement to be observed or performed by Materials Packaging, if such failure shall continue for thirty (30) days after written notice thereof from Geneva Rock; or (ii) any failure by Materials Packaging to pay to Geneva Rock an amount payable pursuant to Section 8 hereof.

Upon the occurrence of any default under this Agreement by Materials Packaging, Geneva Rock shall have the following remedies: (i) To terminate this Agreement and any rights to easements granted hereunder immediately upon giving written notice of such termination to Materials Packaging, in which event Materials Packaging shall immediately discontinue any use of the Modified Temporary Easement Parcel pursuant to the provisions of this Agreement and shall cause all customers and employees of Materials Packaging to discontinue any use of the Modified Temporary Easement Parcel. Additionally, in the event of such termination, Geneva Rock shall be entitled to recover from Materials Packaging damages resulting from such breach or default by Materials Packaging, together with any other amount, court costs, attorney's fees, and expenses necessary to compensate Geneva Rock for all detriment, injury, or loss approximately caused by the default of Materials Packaging; (ii) to recover damages from Materials Packaging without terminating this Agreement; or (iii) all other remedies now or hereafter provided by law or available in equity for enforcing the provisions of this Agreement, including without limitations the right to injunctive relief and orders for specific performance.

12. Construction. The rule of strict construction does not apply to this Agreement. This Agreement shall be given a reasonable construction so that the intention of Geneva Rock to grant a temporary, nonexclusive easement upon the Original Temporary Easement Parcel (prior to the Restatement Date) and the Modified Temporary Easement Parcel (on and after the Restatement Date) for the limited purposes set forth herein is carried out subject to the conditions and upon the terms and provisions set forth in this Agreement, according to the fair meaning of the language set forth in this Agreement.

13. Notices. All notices and other communications provided for in this Agreement shall be in writing and shall be sufficient for all purposes if personally delivered or if sent by certified or registered U.S. mail, return receipt requested, postage prepaid, and addressed to the respective party at the address set forth below or at such other address as such party may hereafter designate by written notice to the other parties as herein provided.

To Geneva Rock:

Geneva Rock Products, Inc.  
P.O. Box 1955  
Orem, Utah 84059  
Attn: Mr. Brent Sumsion

With copy to:

Ervin R. Holmes, Esq.  
STOEL RIVES LLC  
201 South Main Street, Suite 1100  
Salt Lake City, UT 84111

To Materials Packaging:

Materials Packaging Corporation  
10809 Executive Center Dr., Suite 321  
Little Rock, AR 72211  
Attn: Mr. Steve Boyland

With copy to:

Ash Grove Materials Corporation  
Attn: Pat Gorup  
11011 Cody Street  
Overland Park, KS 66210

If personally delivered, notices and other communications under this Agreement shall be deemed to have been given and received and shall be effective when personally delivered. If sent by mail in the form specified in this action, notices and other communications under this Agreement shall be deemed to have been given and received and shall be effective when deposited in the U.S. mail.

14. Recording. This Agreement shall, at the option of Geneva Rock, be recorded in the office of the County Recorder for Salt Lake County, State of Utah, against both the Geneva Rock Property and the MPC Property for the purpose of giving actual and constructive notice to all interested persons of the effects of this Agreement upon the MPC Property and upon the Geneva Rock Property.

15. Entire Agreement. This Agreement, including the schedules attached hereto, constitutes the entire agreement between the parties hereto relative to the subject matter hereof. Any prior negotiations, correspondence, or understandings relative to the subject matter hereof shall be deemed to be merged in this Agreement and shall be of no further force or effect. This Agreement may not be amended or modified except in writing executed by both of the parties hereto.

16. Interpretation. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Utah. The rights and obligations of the parties accrued under the Original Agreement prior to the Restatement Date, or based upon facts occurring prior to the Restatement Date, shall survive the execution and delivery of this Agreement and shall not be affected thereby. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include both other genders, and the term "person" shall include an individual, partnership (general or limited), corporation, limited liability company, trust, or other entity or association,

or any combination thereof. The section headings contained in this Agreement are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. The provisions of this Agreement shall be construed both as covenants and conditions in the same manner as though the words importing such covenants and conditions were used in each separate provision hereof. Schedules 1 through 4 attached hereto are by this reference incorporated herein and made a part hereof.

17. Jurisdiction and Venue. The parties agree that any action or proceeding to enforce, interpret, terminate, or rescind this Agreement shall be commenced solely in the United States District Court for the District of Utah or in the Third Judicial District Court for Salt Lake County, State of Utah, and that such courts shall have sole and exclusive personal jurisdiction over the parties to any such action or proceeding.

18. Time of the Essence. As concerns all matters of notice and performance agreed upon hereunder, it is covenanted by the parties that time is strictly of the essence of this Agreement.

19. No Assignment. Materials Packaging shall not assign or grant any interest arising under this Agreement to any third person without the prior written consent of Geneva Rock, which consent may be withheld by Geneva Rock in Geneva Rock's sole and absolute discretion.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

GENEVA ROCK:

GENEVA ROCK PRODUCTS, INC.,  
a Utah corporation

By Carl C. Clyde  
Carl C. Clyde  
Vice President

MATERIALS PACKAGING:

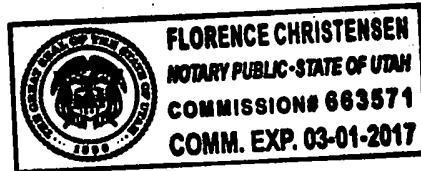
MATERIALS PACKAGING CORPORATION,  
a Tennessee corporation

By \_\_\_\_\_  
Its \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this 29th day of Sept. August, 2014 by Carl C. Clyde, Vice President of GENEVA ROCK PRODUCTS, INC., a Utah corporation.

Florence Christensen  
NOTARY PUBLIC



STATE OF \_\_\_\_\_ )  
 )  
 ) : ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of August, 2014 by \_\_\_\_\_, the \_\_\_\_\_ of MATERIALS PACKAGING CORP., a Tennessee corporation.

\_\_\_\_\_  
NOTARY PUBLIC



or any combination thereof. The section headings contained in this Agreement are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. The provisions of this Agreement shall be construed both as covenants and conditions in the same manner as though the words importing such covenants and conditions were used in each separate provision hereof. Schedules 1 through 4 attached hereto are by this reference incorporated herein and made a part hereof.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

GENEVA ROCK:

GENEVA ROCK PRODUCTS, INC.,  
a Utah corporation

By \_\_\_\_\_  
Carl C. Clyde  
Vice President

MATERIALS PACKAGING:

MATERIALS PACKAGING CORPORATION,  
a Tennessee corporation

By Steve Bayland  
Its President

STATE OF UTAH )  
 : ss.  
COUNTY OF \_\_\_\_\_ )

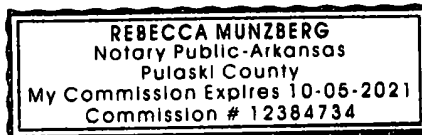
The foregoing instrument was acknowledged before me this \_\_\_\_ day of August, 2014 by Carl C. Clyde, Vice President of GENEVA ROCK PRODUCTS, INC., a Utah corporation.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF Arkansas )  
 : ss.  
COUNTY OF Pulaski )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of August, 2014 by Steve Boyland, the President of MATERIALS PACKAGING CORP., a Tennessee corporation.

Rebecca Munzberg  
NOTARY PUBLIC



**SCHEDULE 1**

**THE GENEVA ROCK PROPERTY**

Real property located in Salt Lake County, State of Utah, referenced as Parcel Numbers 33-13-300-005-000 and 33-13-011-0000, and more particularly described as follows:

Beginning at County Monument A.P. #8 on the Utah and Salt Lake County Line, which point is South 00 Deg 17'36" West along the Quarter Section Line 304.49 Feet and West 13.22 Feet (based on the Utah State Coordinate System, Central Zone) from the North Quarter Corner of Section 24, Township 4 South, Range 1 West, Salt Lake Base and Meridian. Thence South 27 Deg 04'18" West along said Utah and Salt Lake County Line 394.99 Feet to the South Line of the North ½ North ½ Northwest ¼ of said Section 24; thence South 89 Deg 44'04" West along said South Line 2170.34 Feet; thence North 1177.14 Feet; thence North 61 Deg 44'57" West 420.19 Feet to the Easterly Line of the Union Pacific Railroad Right-of-Way; thence along said Railroad Right-of-Way Line as follows:

North 28 Deg 15'03" East 764.90 Feet; Northeasterly 1328.14 Feet around the periphery of a curve to the Right having a Radius of 7439.44 Feet (Chord=North 33 Deg 17'51" East 1326.42 Feet); North 38 Deg 20'38" East 847.90 Feet; Northeasterly 600.26 Feet around the periphery of a curve to the Left having a Radius of 2964.84 Feet (Chord=North 32 Deg 32'38" East 599.23 Feet); North 26 Deg 44'38" East 870.50 Feet; Northeasterly 372.98 Feet around the periphery of a curve to the Right having a Radius of 1332.86 Feet (Chord=North 34 Deg 45'38" East 371.76 Feet); North 42 Deg 46'38" East 325.00 Feet, to the Quarter Section Line;

Thence leaving said Railroad Right-of-Way South 00 Deg 19'14" West along said Quarter Section Line 3654.12 Feet to the Northwest Corner of the SW ¼ SE ¼ of Section 13; thence North 89 Deg 53'59" East 1330.00 Feet to the Northeast Corner of said Southwest ¼ Southeast ¼ of Section 13; thence South 00 Deg 20'33" West 1323.13 Feet to the Southeast Corner of said Southwest ¼ Southeast ¼ of Section 13; thence South 00 Deg 19'47" West 189.23 Feet along the East Line of the Northwest ¼ Northeast ¼ of Section 24; to the Utah and Salt Lake County Line; thence South 84 Deg 43'18" West along said County Line 1349.08 Feet to the Point of Beginning.

**TAX SERIAL NO. 33-13-300-013-0000**

## SCHEDULE 2

### THE MPC PROPERTY

That certain property located at 426 West 15320 South, Bluffdale, State of Utah, referenced as Parcel Number 33-13-300-012-0000, and more particularly described as follows:

BEGINNING at a point on the Easterly line of the Union Pacific Railroad right-of-way, which point is North 00 Deg 19'14" East along the Quarter Section Line 709.75 feet and West 2738.99 feet (based on the Utah State Coordinate System, Central Zone) from the South Quarter Corner of Section 13, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence leaving said right-of-way line South 61 Deg 44'57" East 534.29 feet; thence South 28 Deg 15'03" West 212.32 feet; thence South 541.50 feet; thence South 89 Deg 35'30" West 294.73 feet; thence North 89 Deg 45'57" West 504.69 feet to the Easterly line of said railroad right-of-way; thence Northeasterly 1013.82 feet around the periphery of a curve to the right having a radius of 5931.14 feet (local chord=North 23 Deg 21'14" East 1012.58 feet); thence North 28 Deg 15'03" East continuing along said railroad right-of-way line 58.86 feet to the point of BEGINNING.

LESS AND EXCEPTING THEREFROM that portion conveyed to KENNETH F. WHITE, by that certain Warranty Deed, dated March 13, 1972, recorded March 21, 1972, as Entry No. 2444370, in Book 3053, at Page 496, the County Recorder's Office, and being more particularly described as follows:

BEGINNING at a point 860 feet West and 660 feet South of the Northeast corner of Section 23, Township 4 South, Range 1 West, Salt Lake Base and Meridian. (Said point of beginning being on the East Boundary of the Los Angeles and Salt Lake Railroad Right of Way and the point of intersection of said Railway Right of Way with the North boundary of the C. and G. Realty Inc. property.)

Thence along the North Boundary of the C. and G. Realty Inc. property East 1154 feet; thence North 400 feet; thence West 1024 feet, more or less, to the East Boundary of the Los Angeles and Salt Lake Railroad Right of Way; thence Southwesterly along the curve of the East Boundary of said Right of Way 400 feet, more or less to the point of BEGINNING.

ALSO, LESS AND EXCEPTING THEREFROM that portion conveyed to GENEVA ROCK PRODUCTS, INC., by that certain Warranty Deed, dated April 28, 1998, recorded April 29, 1998, as Entry No. 4945366, in Book 7960, at Page 1536, the County Recorder's Office, and being more particularly described as follows:

BEGINNING at a point that is South 61 Deg 44'57" East 420.19 feet from a point on the Easterly line of the Union Pacific Railroad right of way, which said right of way point is North 00 Deg 19'14" East along the Quarter Section line 709.75 feet and West 2738.99 feet (Based on the Utah State coordinate system, central zone) from the South quarter corner of Section 13, Township 4 South Range 1 West, Salt Lake Base and Meridian; and running thence South 61 Deg 44'57" East 114.10 feet; thence South 28 Deg 15'03" West 212.32 feet thence North 241.06 feet to the point of BEGINNING.

Parcel 2:

A non-exclusive perpetual right-of-way easement for ingress and egress, as reserved in that certain Warranty Deed, dated March 1, 1990, in favor of ORRIN V. HANSEN aka O.V. HANSEN and MICHAEL S. HANSEN aka MICHAEL SNOW HANSEN, recorded March 2, 1990, as Entry No. 4887770, in Book 6202, at Page 312, the County Recorder's Office, across the following described parcel of land:

BEGINNING at a point on the Easterly line of the Union Pacific Railroad right-of-way, which point is North 00 Deg 19'14" East along the Quarter Section Line 709.75 feet and West 2738.99 feet (based on the Utah State Coordinate System, Central Zone) from the South Quarter corner of Section 13, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence North 28 Deg 15'03" East along said railroad right-of-way line 140.00 feet; thence leaving said right-of-way line South 61 Deg 44'57" East 125.00 feet; thence North 28 Deg 15'03" East 210.12 feet to a curve to the left having a radius of 80.00 feet; thence Northwesterly 125.66 feet around the periphery of said curve (chord=North 16 Deg 44'57" West 113.14 feet); thence North 61 Deg 44'57" West 45.00 feet to the Easterly right-of-way line of said Union Pacific Railroad; thence North 28 Deg 15'03" East along said right-of-way line 40.00 feet; thence leaving said right-of-way line South 61 Deg 44'57" East 45.00 feet to a curve to the right having a radius of 120.00 feet; thence Southeasterly 188.50 feet around the periphery of said curve (chord=South 16 Deg 44'57" East 169.71 feet); thence South 28 Deg 15'03" West 350.12 feet; thence North 61 Deg 44'57" West 165.00 feet to the point of BEGINNING.

**TAX SERIAL NO. 33-13-300-012-0000**

**SCHEDULE 3**

**THE 1990 ACCESS EASEMENT PARCEL**

Real property located in Salt Lake County, State of Utah, more particularly described as follows:

BEGINNING at a point on the Easterly Line of the Union Pacific Railroad Right-of-Way, which point is North 00 Deg 19'14" East along the Quarter Section Line 709.75 Feet and West 2738.99 Feet (based on the Utah State Coordinate System, Central Zone) from the South Quarter Corner of Section 13, Township 4 South, Range 1 West, Salt Lake Base and Meridian. Thence North 28 Deg 15'03" East along said Railroad Right-of-Way Line 475 Feet; thence leaving said Right-of-Way Line South 61 Deg 44'57" East 420.19 Feet; thence South 28 Deg 15'03" West 475 Feet; thence North 61 Deg 44'57" West 420.19 Feet to the Point of BEGINNING.

**TAX SERIAL NO. 33-13-300-013-0000**

## SCHEDULE 4

### THE MODIFIED TEMPORARY EASEMENT PARCEL

A non-exclusive perpetual right-of-way easement for ingress and egress, as reserved in that certain Warranty Deed, dated March 1, 1990, in favor of ORRIN V. HANSEN aka O.V. HANSEN and MICHAEL S. HANSEN aka MICHAEL SNOW HANSEN, recorded March 2, 1990, as Entry No. 4887770, in book 6202, at Page 312, the County Recorder's Office, across the following described parcel of land:

BEGINNING at a point on the Easterly line of the Union Pacific Railroad right-of-way, which point is North 00 Deg 19'14" East along the Quarter Section Line 709.75 feet and West 2738.99 feet (based on the Utah State Coordinate system, Central Zone) from the South Quarter corner of Section 13, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence North 28 Deg 15'03" East along said railroad right-of-way line 140.00 feet; thence leaving said right-of-way line South 61 Deg 44'57" East 125.00 feet; thence North 28 Deg 15'03" East 210.12 feet to a curve to the left having a radius of 80.00 feet; thence Northwesterly 125.66 feet around the periphery of said curve (chord=North 16 Deg 44'57" West 113.14 feet); thence North 61 Deg 44'57" West 45.00 feet to the Easterly right-of-way line of said Union Pacific Railroad; thence North 28 Deg 15'03" East along said right-of-way line 40.00 feet; thence leaving said right-of-way line South 61 Deg 44'57" East 45.00 feet to a curve to the right having a radius of 120.00 feet; thence Southeasterly 188.50 feet around the periphery of said curve (chord=South 16 Deg 44'57" East 169.71 feet); thence South 28 Deg 15'03" West 350.12 feet; thence North 61 Deg 44'57" West 165.00 feet to the point of BEGINNING.

**LESS AND EXCEPTING THEREFROM the following described property:**

Beginning at a point on the Easterly line of the Union Pacific Railroad right-of-way, which point is North 00 Deg 19'14" East along the Quarter Section Line 709.75 feet and West 2738.99 Feet (based on the Utah State Coordinate System, Central Zone) from the South Quarter corner of Section 13, Township 4 South, Range 1 West, Salt Lake Base and Meridian; Thence North 28 Deg 15'03" East 430.12 feet; thence South 61 Deg 44'57" East 45.00 feet to a curve to the right having a radius of 80.00 feet thence southeasterly 125.66 feet around the periphery of said curve (chord=South 16 Deg 44'57" East 113.14 feet); thence South 28 Deg 15'03" West 320.12 feet; thence North 61 Deg 44'57" West 125.00 feet to the point of beginning.

**TAX SERIAL NO. 33-13-300-013-0000**