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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 14 P.

**WHEN RECORDED, MAIL TO:**

Ervin R. Holmes, Esq.  
Stoel Rives LLP  
201 S. Main Street, Suite 1100  
Salt Lake City, UT 84111

**FIRST AMENDMENT TO  
1990 ACCESS EASEMENT AND RIGHT OF WAY  
(Created in Warranty Deed Entry No. 4887770)**

THIS FIRST AMENDMENT TO 1990 ACCESS EASEMENT AND RIGHT OF WAY ("**Amendment**") is made and entered into as of this 15th day of August, 2014 by and between AFM LIMITED COMPANY, a Utah limited liability company, whose address is 170 South Main Street, Suite 1500, Salt Lake City, Utah 84101 ("**AFM**"); GENEVA ROCK PRODUCTS, INC., a Utah corporation, whose address is 1565 West 400 North, Orem, Utah 84057 ("**Geneva Rock**"); and MATERIALS PACKAGING CORPORATION, a Tennessee corporation, whose address is 15567 South Minuteman Drive, Draper, Utah 84020 ("**MPC**"). For convenience, Geneva Rock, AFM and MPC are sometimes herein collectively referred to as the "**Parties**" and individually as a "**Party**."

**RECITALS:**

A. On or about March 1, 1990, Orin V. Hansen (aka O.V. Hansen) and Michael Snow Hansen (aka Michael S. Hansen) (collectively, the "**Grantors**") executed, acknowledged, and delivered to Geneva Rock 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 (the "**Recorder**") as Entry No. 4887770, pursuant to which Grantors conveyed to Geneva Rock the parcel of real property described in Exhibit "A" to the 1990 Deed (the "**Geneva Rock Property**").

B. At the time of delivery of the 1990 Deed, Grantors owned and retained a parcel of property located adjacent to the Geneva Rock Property and described in Exhibit "D" to the 1990 Deed (herein, the "**Benefitted Property**").

C. Included within the Geneva Rock Property are two parcels of real property described: (i) in Exhibit "B" to the 1990 Deed (herein, the "**Railroad Crossing Parcel**"); and (ii) in Exhibit "C" to the 1990 Deed (herein, the "**1990 Access Parcel**"). The 1990 Deed provided that Grantors' conveyance of the Geneva Rock Property to Geneva Rock was made subject to a reservation by Grantors of a ". . . non-exclusive perpetual right-of-way easement across the land described in Exhibits "B" [the Railroad Crossing Parcel] and "C" [the 1990 Access Parcel] . . . providing ingress and egress to [the Benefitted Property]." For convenience, the legal descriptions of the Railroad Crossing Parcel, the 1990 Access Parcel and the Benefitted Property set forth in the 1990 Deed are repeated in Schedule 1 attached to this Amendment under the

respective terms assigned to such parcels in this Recital C. For convenience, the easement reserved to Grantors in the 1990 Deed across the Railroad Crossing Parcel (herein, the "**Railroad Crossing Easement**") and the easement reserved to Grantors in the 1990 Deed across the 1990 Access Parcel (herein, the "**1990 Access Easement**") are herein, collectively, referred to as the "**1990 Easements**."

D. AFM acquired the Benefitted Property and the rights in and to the **1990 Easements** by Warranty Deed, dated April 13, 1993 and recorded in the records of the Recorder on April 21, 1993 as Entry No. 5481977. Thereafter, pursuant to the provisions of a Lease Agreement dated July 1, 2001, AFM leased the Benefitted Property to Ash Grove Materials Corporation and on July 1, 2001 Ash Grove Materials Corporation assigned the Lease Agreement to MPC (herein, the "**MPC Lease**"). The MPC Lease includes within the premises leased to MPC the rights of ingress and egress arising under the **1990 Easements**.

E. Geneva Rock and MPC are parties to a Temporary Easement Agreement, dated March 27, 2003 (the "**Temporary Easement Agreement**"), recorded in the records of the Recorder on April 23, 2003, as Entry No. 8623946, pursuant to which Geneva Rock granted MPC a temporary, nonexclusive easement and right-of-way (the "**Temporary Easement**") over, upon and across a parcel of the Geneva Rock Property for the purpose of expanding and improving MPC's access to the Benefitted Property. The Temporary Easement Agreement provides that the Temporary Easement is terminable by Geneva Rock upon thirty (30) days prior written notice to MPC.

F. Concurrently with the execution and delivery of this Amendment by the Parties, Geneva Rock and MPC have amended and restated the Temporary Easement Agreement as set forth in an Amended and Restated Temporary Easement Agreement (the "**Restated Temporary Easement Agreement**"), dated of even date with this Amendment, primarily for the purpose of redescribing and reconfiguring the portion of the Geneva Rock Property that will be subject to and burdened by the Temporary Easement. This Amendment and the Restated Temporary Easement Agreement have been negotiated and prepared concurrently with a common purpose and nothing set forth in this Amendment is intended to modify or otherwise affect the Restated Easement Agreement.

G. Geneva Rock desires to modify the 1990 Easements for the purpose of redescribing and reconfiguring the 1990 Access Parcel and the 1990 Access Easement, and AFM and MPC are willing to redescribe and reconfigure the 1990 Access Parcel and the 1990 Access Easement, on the terms, conditions and provisions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, for Ten Dollars (\$10.00) paid by Geneva Rock to each of AFM and MPC on the date hereof, for the covenants and agreements of the Parties set forth in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each Party hereto, the Parties hereby agree as follows:

1. Recitals/Schedules. Recitals A through G set forth above are hereby confirmed by the Parties hereto to be true and correct and are by this reference incorporated in and made a

part of this Amendment. Schedules 1 through 3 attached hereto are by this reference incorporated in and made a part of this Amendment.

2. Modification of 1990 Access Parcel and 1990 Access Easement. The 1990 Easements are hereby forever modified and amended to: (a) delete from the 1990 Access Parcel and the 1990 Access Easement the real property described in Schedule 2 attached hereto (herein, the “*Deleted Area*”); and (b) provide that the 1990 Access Parcel is modified and re-described to be as described and set forth on Schedule 3 attached hereto, under the caption “Modified Access Parcel” (herein, the “*Modified Access Parcel*”). All portions of the Deleted Area are hereby forever released and discharged from the effects of the 1990 Easements and from all other reservations unto Grantors, if any, set forth in the 1990 Deed.

3. Alteration of Improvements/Discontinuance of Use by AFM and MPC. From and after the date of this Amendment, Geneva Rock may, in its sole and absolute discretion, alter improvements, remove improvements, construct new improvements (including buildings, fencing, gates and/or other barriers to passage or entry) upon any portion of the Deleted Area provided such improvements do not interfere with use of the Railroad Crossing Parcel or the Modified Access Parcel by AFM or MPC under the 1990 Easements. From and after the date of this Amendment, AFM and MPC shall discontinue any use or entry upon the Deleted Area, unless such entry or use is pursuant to a separate written grant or right to enter upon the property of Geneva Rock, and AFM and MPC shall cause all of their employees, contractors, vendors, customers and other invitees to the Benefitted Property to comply with such constraints.

4. Restated Temporary Easement Agreement. The Parties acknowledge and agree that the Temporary Easement Agreement has been amended and restated on the date of this Amendment to be as set forth in the Restated Temporary Easement Agreement and nothing set forth in this Amendment shall modify or effect the rights or obligations of the Parties set forth in the Restated Temporary Easement Agreement.

5. Invalidity of Provision. In the event that any term, word, clause, phrase, provision, restriction, or section of this Amendment is more restrictive than permitted under the law applicable thereto, the provisions of this Amendment shall be limited only to the extent that a judicial determination finds the same to be unreasonable or otherwise unenforceable. If, notwithstanding the first sentence of this Section 5 of this Amendment, any provisions of this Amendment as applied to any Party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permitted by applicable law) any other provision of this Amendment, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Amendment, as a whole.

6. Construction/No Other Changes. This Amendment shall be construed in accordance with its fair meaning and not by means or application of any rule of construction that would construe this Amendment or any provision of this Amendment more favorably for the non-drafting Party. Except as set forth in this Amendment, the 1990 Easements created under the 1990 Deed shall remain in full force and effect without change or modification. This Amendment contains the entire understanding of the Parties hereto with respect to amendment of the 1990 Easements. All prior representations, negotiations, agreements, and understandings of

the Parties with respect to the matters addressed in this Amendment are merged into this Amendment.

7. Counterparts/No Electronic Execution. This Amendment may be executed in any number of counterparts, each of which when executed, acknowledged and delivered in executed original shall be deemed an original, executed Amendment, and all of which shall together constitute one and the same instrument. To ensure that this Amendment will be accepted by the Recorder for recording, this Amendment cannot be executed or delivered by electronic means by any Party or by any notary public.

8. Warranties of Title.

8.1 AFM Warranties. AFM represents and warrants to the other Parties hereto that, at the time of the execution and delivery of this Amendment: (a) AFM is the sole owner of fee simple title to the Benefitted Property and such ownership and title is so reported in the official records of the Recorder; and (b) AFM has full right, power, and authority to enter into this Amendment.

8.2 MPC Warranties. MPC represents and warrants to the other Parties hereto that, at the time of the execution and delivery of this Amendment: (a) MPC is the sole owner of the rights and interests granted to MPC (i) as “lessee” pursuant to the MPC Lease, including the rights and interests in and to the 1990 Easements under the MPC Lease; and (iii) the rights and interests granted to MPC and the Benefitted Property pursuant to the Temporary Easement Agreement and the Restated Temporary Easement Agreement, as applicable (such rights and interests of MPC set forth in this subsection 8.2(a)(herein, collectively, the “**MPC Leasehold Interests**”) and the MPC Leasehold Interests are so reported in the official records of the Recorder; and (b) MPC has full right, power, and authority to enter into and perform the obligations of MPC under this Amendment; and (c) the Deleted Area that has been released from the effects of the 1990 Easements and the MPC Leasehold Interests pursuant to Section 2 of this Amendment is and shall be free and clear of the MPC Lease, the MPC Leasehold Interests and any purchase agreement, option, deed of trust, mortgage, monetary lien of any nature (except real property taxes and assessments thereon not yet due), lease or sublease against or affecting the Benefitted Property, the 1990 Easements and/or any portion thereof.


8.2 Geneva Rock Warranties. Geneva Rock represents and warrants to the other Parties hereto that, at the time of the execution and delivery of this Amendment: (a) Geneva Rock is the sole owner of fee simple title to the Geneva Rock Property and such ownership and title is so reported in the official records of the Recorder; (b) Geneva Rock has full right, power, and authority to enter into and perform the obligations of Geneva Rock under this Amendment; and (c) the 1990 Easements, as modified hereby, is and shall be an easement over the Modified Access Parcel for the purposes set forth in the 1990 Easements, superior to any purchase agreement, option, deed of trust, mortgage, monetary lien of any nature (except real property taxes and assessments thereon not yet due), lease or sublease against or affecting the Geneva Rock Property or any portion thereof.

9. Corporate Authority/Priority of Amendment. The Parties each represent and warrant to each other Party that the execution of this Amendment, such Party and such Party's covenants set forth herein and the performance thereof have been duly authorized by requisite action on the part of the respective Party and constitute valid and binding obligations of such warranting Party, enforceable under the terms of the 1990 Easements, as modified by this Amendment. Each Party represents and warrants to the other that it has all authority, rights, and interests in the properties and easements described and/or referenced in this Amendment and in the Lease as are necessary, without the consent of such Party's lender(s) or any other person(s), to enter into this Amendment and to modify the 1990 Easements as provided herein.

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

**AFM:**

AFM LIMITED COMPANY, a Utah limited liability company

By  \_\_\_\_\_  
Michael S. Hansen  
Manager

**GENEVA ROCK:**

GENEVA ROCK PRODUCTS, INC., a Utah corporation

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

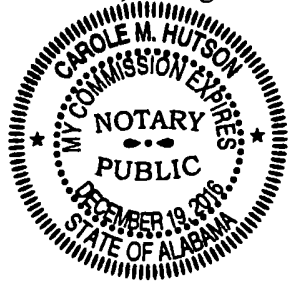
**MPC:**

MATERIALS PACKAGING CORPORATION,  
a Tennessee corporation

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

STATE OF ~~UTAH~~ <sup>Alabama</sup> )  
: ss.  
COUNTY OF Montgomery )

The foregoing instrument was acknowledged before me this 18 day of August, 2014 by Michael S. Hansen, Manager of AFM LIMITED COMPANY, a Utah limited liability company.



Carol M. Hutson  
NOTARY PUBLIC

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

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

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

9. Corporate Authority/Priority of Amendment. The Parties each represent and warrant to each other Party that the execution of this Amendment, such Party and such Party's covenants set forth herein and the performance thereof have been duly authorized by requisite action on the part of the respective Party and constitute valid and binding obligations of such warranting Party, enforceable under the terms of the 1990 Easements, as modified by this Amendment. Each Party represents and warrants to the other that it has all authority, rights, and interests in the properties and easements described and/or referenced in this Amendment and in the Lease as are necessary, without the consent of such Party's lender(s) or any other person(s), to enter into this Amendment and to modify the 1990 Easements as provided herein.

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

**AFM:**

AFM LIMITED COMPANY, a Utah limited liability company

By \_\_\_\_\_  
Michael S. Hansen  
Manager

**GENEVA ROCK:**

GENEVA ROCK PRODUCTS, INC., a Utah corporation

By Carl C. Clyde  
Carl C. Clyde  
Vice President

**MPC:**

MATERIALS PACKAGING CORPORATION,  
a Tennessee corporation

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of August, 2014 by Michael S. Hansen, Manager of AFM LIMITED COMPANY, a Utah limited liability company.

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

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

The foregoing instrument was acknowledged before me this 29th day of Sept, 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 CORPORATION, a Tennessee corporation.

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



9. Corporate Authority/Priority of Amendment. The Parties each represent and warrant to each other Party that the execution of this Amendment, such Party and such Party's covenants set forth herein and the performance thereof have been duly authorized by requisite action on the part of the respective Party and constitute valid and binding obligations of such warranting Party, enforceable under the terms of the 1990 Easements, as modified by this Amendment. Each Party represents and warrants to the other that it has all authority, rights, and interests in the properties and easements described and/or referenced in this Amendment and in the Lease as are necessary, without the consent of such Party's lender(s) or any other person(s), to enter into this Amendment and to modify the 1990 Easements as provided herein.

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

**AFM:**

AFM LIMITED COMPANY, a Utah limited liability company

By \_\_\_\_\_  
Michael S. Hansen  
Manager

**GENEVA ROCK:**

GENEVA ROCK PRODUCTS, INC., a Utah corporation

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

**MPC:**

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 Michael S. Hansen, Manager of AFM LIMITED COMPANY, a Utah limited liability company.

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

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 Bayland, the President of MATERIALS PACKAGING CORPORATION, a Tennessee corporation.

Rebecca Munzberg  
NOTARY PUBLIC



## SCHEDULE 1

### Descriptions of "Railroad Crossing Parcel" "1990 Access Parcel" "Benefitted Property"

#### **RAILROAD CROSSING PARCEL:**

BEGINNING AT A POINT ON THE EASTERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY, WHICH POINT IS NORTH 00°16'27" EAST ALONG THE SECTION LINE 1106.43 FEET AND EAST 122.15 FEET (BASED ON THE UTAH STATE COORDINATE SYSTEM, CENTRAL ZONE) FROM THE SOUTHEAST CORNER OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; SAID POINT MAY ALSO BE DESCRIBED AS BEING NORTH 00°19'14" EAST ALONG THE QUARTER SECTION LINE 1088.67 FEET AND WEST 2537.65 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 13, T4S, R1W, SLB&M. THENCE NORTH 61°44'57" WEST 160.00 FEET TO THE WESTERLY LINE OF SAID RAILROAD RIGHT-OF-WAY; THENCE NORTH 28°15'03" EAST ALONG SAID RIGHT-OF-WAY LINE 40.00 FEET; THENCE SOUTH 61°44'57" EAST 160.00 FEET TO THE EASTERLY LINE OF SAID RAILROAD RIGHT-OF-WAY; THENCE SOUTH 28°15'03" WEST ALONG SAID RIGHT-OF-WAY LINE 40.00 FEET TO THE POINT OF BEGINNING.

Road Crossing Agreement, dated September 10, 1973, by and among Los Angeles & Salt Lake Railroad Company, Union Pacific Railroad Company (parties of the first part), and Evan Hansen and O.V. Hansen (parties of the second part), Union Pacific L.D. No. 22700 as amended by that certain Addendum dated March 7, 1977, Union Pacific L.D. No. 22700, Audit No. 124743, CD No. 32368-3.

**Tax Parcel No. 33-13-300-013-0000**

#### **1990 ACCESS PARCEL:**

BEGINNING AT A POINT ON THE EASTERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY, WHICH POINT IS NORTH 00°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°15'03" EAST ALONG SAID RAILROAD RIGHT-OF-WAY LINE 140.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE SOUTH 61°44'57" EAST 125.00 FEET; THENCE NORTH 28°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

= N16°44'57"W 113.14 FEET); THENCE NORTH 61°44'57" WEST 45.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD; THENCE NORTH 28°15'03" EAST ALONG SAID RIGHT-OF-WAY LINE 40.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE SOUTH 61°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 = S16°44'57"E 169.71 FEET); THENCE SOUTH 28°15'03" WEST 350.12 FEET; THENCE NORTH 61°44'57" WEST 165.00 FEET TO THE POINT OF BEGINNING.

**Tax Parcel No. 33-13-300-013-0000**

**BENEFITTED PROPERTY:**

BEGINNING AT A POINT ON THE EASTERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY, WHICH POINT IS NORTH 00°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°44'57" EAST 534.29 FEET; THENCE SOUTH 28°15'03" WEST 212.32 FEET; THENCE SOUTH 541.50 FEET; THENCE SOUTH 89°35'30" WEST 294.73 FEET; THENCE NORTH 89°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 = N23°21'14"E 1012.58 FEET); THENCE NORTH 28°15'03" EAST CONTINUING ALONG SAID RAILROAD RIGHT-OF-WAY LINE 58.86 FEET TO THE POINT OF BEGINNING.

**Tax Parcel No. 33-13-300-012-0000**

## **SCHEDULE 2**

### **Description of "Deleted Area"**

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 Parcel No. 33-13-300-013-0000**

### **SCHEDULE 3**

#### **Description of "Modified Access Parcel"**

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 650.23 feet and West 2629.07 Feet and (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 350.12 feet to a curve to the Left having a radius of 120.00 feet, thence Northwesterly 188.50 feet around the periphery of said curve (chord = North 16 Deg 44'57" West 169.71 feet); thence North 61 Deg 44'57" West 45.00 feet; thence South 28 Deg 15'03" West 40.00 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 113.14 feet around the periphery of said curve (chord = South 16 Deg 44'57" East 113.14 feet); thence South 28 Deg 15'03" West 350.12 feet, thence South 61 Deg 44'57" East 40.00 feet to the point of beginning.

**Tax Parcel No. 33-13-300-013-0000**