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GARY W. OTT
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Ervin R. Holmes, Esq. Stoel Rives LLP 201 South Main Street, Suite 1100 Salt Lake City, Utah 84111 ↓ 1942プ

CORRECTION RECIPROCAL EASEMENT AGREEMENT

THIS CORRECTION RECIPROCAL EASEMENT AGREEMENT IS MADE AND EXECUTED BY THE PARTIES HERETO FOR THE THAT **CERTAIN** RECIPROCAL **PURPOSE OF** RESTATING AGREEMENT, DATED OCTOBER 30, 1998 AND EASEMENT RECORDED WITH THE SALT LAKE COUNTY RECORDER ON OCTOBER 30, 1998 AS ENTRY NO. 7137992, IN BOOK 8145, AT PAGES 1127-1136, AND THEREBY CORRECTING AN ERROR BY ATTACHING THE LEGAL DESCRIPTIONS OF THE MT. JORDAN PROPERTY AND THE GENEVA PROPERTY WHICH THE PARTIES INTENDED TO ATTACH AT THE TIME OF EXECUTION OF THE RECIPROCAL EASEMENT AGREEMENT ON OCTOBER 30, 1998.

THIS RECIPROCAL EASEMENT AGREEMENT ("Agreement") is made and entered into this 30th day of October, 1998, by and between MT. JORDAN LIMITED PARTNERSHIP, a Utah limited partnership (hereinafter sometimes referred to as "Mt. Jordan"), and GENEVA ROCK PRODUCTS, INC., a Utah corporation (hereinafter sometimes referred to as "Geneva Rock").

RECITALS:

- A. Mt. Jordan is the owner of certain real property located in Salt Lake County, State of Utah and more particularly described in Exhibit A attached hereto (hereinafter referred to as the "Mt. Jordan Property").
- B. Concurrently with the execution of this Agreement, Geneva Rock is acquiring from Mt. Jordan a parcel of real property situated adjacent to the Mt. Jordan Property in Salt Lake County, State of Utah which is more particularly described in Exhibit B attached hereto (hereinafter referred to as the "Geneva Property").
- C. A private road (hereinafter referred to as the "Primary Access") presently serves as the primary ingress and egress to both the Geneva Property and the Mt. Jordan Property. The Mt. Jordan Property includes thirty feet which is the west one-half (1/2), measured from the center line, of the Primary Access (such portion of the Primary Access more particularly

described in Exhibit C attached hereto and being referred to herein as the "Mt. Jordan Easement Property").

D. The Geneva Property includes thirty feet which is the east one-half (1/2), measured from the center line, of the Primary Access (such portion of the Primary Access more particularly described in Exhibit D attached hereto and being referred to herein as the "Geneva Easement Property").

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties covenant and agree for themselves and their heirs, successors, and assigns as follows:

- Rock, and all of its tenants, invitees, licensees, visitors, employees, successors, and assigns, a perpetual, nonexclusive easement and right-of-way over, upon, along, and across that portion of the Primary Access located within the Mt. Jordan Property and defined above as the Mt. Jordan Easement Property, for the purposes of construction and maintenance of roads, walkways, bridges, and for ingress and egress to and from the Geneva Property, or any portion thereof, and for the purposes of installation and maintenance of any service or utility lines of any nature, poles, piping, support structures, etc., as necessary or convenient for providing utilities and services to the Geneva Property, or any portion thereof.
- 2. <u>Geneva Easement</u>. Geneva Rock hereby grants, conveys, and transfers to Mt. Jordan, and all of its tenants, invitees, licensees, visitors, employees, successors, and assigns, a perpetual, nonexclusive easement and right-of-way over, upon, along, and across that portion of the Primary Access located within the Geneva Property and defined above as the Geneva Easement Property, for the purposes of construction and maintenance of roads, walkways, bridges, and for ingress and egress to and from the Mt. Jordan Property, or any portion thereof, and for the purposes of installation and maintenance of any service or utility lines of any nature, poles, piping, support structures, etc., as necessary or convenient for providing utilities and services to the Mt. Jordan Property, or any portion thereof.

3. <u>Perpetual Easements</u>.

- (a) The easements and rights-of-way granted hereunder shall be a benefit running with the Geneva Property, or any part thereof, and a burden upon the Mt. Jordan Easement Property, in perpetuity, and shall be for the use and benefit of Geneva Rock and its successors, heirs, and assigns, and their licensees, invitees, agents, representatives, and others Geneva Rock or its successors desires to provide access to the Geneva Property.
- (b) The easements and rights-of-way granted hereunder shall be a benefit running with the Mt. Jordan Property, or any part thereof, and a burden upon the Geneva Rock Property, in perpetuity, and shall be for the use and benefit of Mt. Jordan and its successors, heirs, and assigns, and their licensees, invitees, agents, representatives, and others Mt. Jordan or its successors desires to provide access to the Mt. Jordan Property.

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4. Specific Performance.

- (a) Mt. Jordan confirms that damages at law will be an inadequate remedy for a breach or a threatened breach of any of the provisions hereof. Therefore, the specific rights of Geneva Rock and the obligations of Mt. Jordan hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, if so elected by Geneva Rock or other parties entitled to use of the easements granted hereunder pursuant to Section 3 of this Agreement. It is the intention of the parties by this provision to make clear the agreement of the parties that the rights of Geneva Rock and the obligations of Mt. Jordan hereunder shall be enforceable in equity as well as at law or otherwise.
- (b) Geneva Rock confirms that damages at law will be an inadequate remedy for a breach or a threatened breach of any of the provisions hereof. Therefore, the specific rights of Mt. Jordan and the obligations of Geneva Rock hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, if so elected by Mt. Jordan or other parties entitled to use of the easements granted hereunder pursuant to Section 3 of this Agreement. It is the intention of the parties by this provision to make clear the agreement of the parties that the rights of Mt. Jordan and the obligations of Geneva Rock hereunder shall be enforceable in equity as well as at law or otherwise.
- No Obstructions. Neither Mt. Jordan or Geneva Rock, nor their successors, shall 5. cause any fence, gate, wall, barricade, or other obstruction, whether temporary or permanent in nature, to be constructed or situated upon the Easement Parcel, which limits or impairs the free and unimpeded use of the rights-of-way and easements granted in Sections 1 and 2 hereof, nor shall Mt. Jordan or Geneva Rock, nor their successors, in any other way obstruct or interfere with the use of such rights-of-way and easements. Poles, piping, support structures, and other improvements for providing services and utilities to the Geneva Property and/or the Mt. Jordan Property shall be located upon the Primary Access in a manner reasonably determined to maximize the usefulness of the Primary Access to the parties hereto and their successors in interest. In the event the owner of the Geneva Property installs utility lines on the Mt. Jordan Easement Property for service to the Geneva Property, such installing owner shall cause the utility lines located on the Mt. Jordan Easement Property to be installed underground, to the greatest extent possible. In the event the owner of the Mt. Jordan Property installs utility lines on the Geneva Easement Property for service to the Mt. Jordan Property, such installing owner shall cause the utility lines located on the Geneva Easement Property to be installed underground, to the greatest extent possible. The owners of the Geneva Property shall be under no obligation to install utility lines underground if such utility lines are located upon the portion of the Primary Access owned by such installing owner.
- 6. <u>Liberal Construction</u>. Mt. Jordan acknowledges and agrees that the easements granted hereunder provide the primary access to the Geneva Property for ingress, egress, services, and utilities. Mt. Jordan further acknowledges that there may be a significant period of time during which the Geneva Property is used for, among other things, the extraction and sale of rock products, asphalt, and ready mix concrete and that there may be significant amounts of heavy equipment and trucks passing over the Easement Parcel. Additionally, ultimately the Geneva Property will be developed by Geneva Rock or its successors in interest and the

requirements for ingress, egress, services, and utilities cannot be anticipated at this time. Ultimately the Mt. Jordan Property will also be developed by Mt. Jordan or its successors in interest and the requirements for ingress, egress, services, and utilities cannot be anticipated at this time. Therefore, the easements granted hereunder shall be given the most liberal construction possible to permit Mt. Jordan, Geneva Rock and/or their successors or assigns to develop the Geneva Property and the Mt. Jordan Property, or any portion thereof, and to enable their desired uses of the Geneva Property and the Mt. Jordan Property to comply with all laws, ordinances, rules, regulations, and orders necessary to permit and accomplish any development and use of the Geneva Property and the Mt. Jordan Property desired by the then owner(s), or any portion thereof. Such liberal construction shall not, however, impair or diminish the rights and interest of Geneva Rock or its successors to conduct activities relating to its business, including, without limitation, extraction, processing, and sale of rock products, asphalt, and concrete.

- 7. <u>Duration</u>. This Agreement, and each right-of-way, easement, covenant, and restriction set forth in this Agreement, shall be perpetual.
- 8. <u>Not a Public Declaration</u>. Nothing contained in this Agreement shall be deemed to be a gift or dedication of all or any portion of the Geneva Easement Property or the Mt. Jordan Easement Property for the general public or for any public purposes whatsoever, it being the intention of Geneva Rock and Mt. Jordan that this Agreement be strictly limited to the purposes expressed in this Agreement.
- 9. <u>Indemnification</u>. Each party (the "Indemnifying Party") agrees to defend, indemnify, and hold the other parties (the "Indemnified Parties") together with all of their tenants, agents, or employees, harmless from and against all liability, loss, or costs incurred, including without limitation reasonable attorneys' fees, arising out of, related to, or caused by the Indemnifying Party's acts or omissions to act, use of, or occupancy of the Indemnified Parties' property. The Indemnified Parties shall give to the Indemnifying Party prompt and timely notice of any claim or suit instituted coming to its knowledge which in any way, directly or indirectly, contingently or otherwise, affects or might affect the Indemnifying Party. Each party shall have the right to participate in the defense of the same to the extent of its own interest.
- 10. Covenants Run with Land. Each right and obligation in this Agreement (whether affirmative or negative in nature) (a) shall constitute a covenant running with the land; (b) shall benefit and bind every person having any fee, leasehold, or other interest in any portion of the Geneva Property or the Mt. Jordan Property to the extent that such portion is affected or bound by the right-of-way, easement, covenant, or restriction in question, or to the extent that such right-of-way, easement, covenant, or restriction is to be performed on such portion; and (c) shall benefit and be binding upon any owner(s) whose title is acquired by judicial foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise. If either Geneva Rock or Mt. Jordan transfers the Geneva Property or the Mt. Jordan Property, as the case may be, the transferee shall automatically be deemed to have assumed and agreed to be personally bound by the covenants of such owner contained in this Agreement, and if the transferring owner has by such transfer transferred all of its ownership interest in such property, such transferring owner shall be released and discharged from all of its obligations under this Agreement accruing after the date of recordation in the official records of the instrument effecting such transfer.

- 11. <u>Affect of Breach</u>. No breach of this Agreement shall entitle any owner of the affected real property to cancel, rescind, or otherwise terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which such owner of real property may have under this Agreement by reason of any such breach.
- 12. General Provisions. This Agreement shall be governed by and construed and interpreted in accordance with the laws (excluding the choice of law rules) of the State of Utah. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this Agreement shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement. The ownership of properties by the same person shall not result in the termination of this Agreement. This Agreement shall be binding on the heirs, successors, assigns, lenders, and mortgagees of the parties. The exhibits attached hereto are by this reference made a part of this Agreement. 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.
- 13. Entire Agreement. This Agreement, including the exhibits 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.
- 14. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which shall together constitute one and the same instruments.
- 15. <u>No Waiver</u>. Acceptance by either party of any performance less than required hereby shall not be deemed to be a waiver of the rights of such party to enforce all of the terms and conditions hereof. No waiver of any such right hereunder shall be binding unless reduced to writing and signed by the party to be charged therewith.

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

MT. JORDAN:

MT. JORDAN LIMITED PARTNERSHIP, a Utah limited partnership,

GENEVA ROCK:

GENEVA ROCK PRODUCTS, INC., a Utah corporation,

By Jufitt Jan Lumball
Griffith Lyn Kimball General Partner

Albert T. Schellenberg
President

Golden K. Berrett, General Partner

Gerald O. Greenwood, General Partner

By Jay L. Webb, General Partner

STATE OF Journame)

COUNTY OF Casp Sulon Rouge

GERALD O. GREENWOOD

On the 13 day of January, 2003 before me, the undersigned, a Notary Public in and for said State, personally appeared GRIFFITH LYN KIMBALL, known to me (or proved to me on the basis of satisfactory evidence) to be the person that executed the within instrument as a General Partner, on behalf of MT. JORDAN LIMITED PARTNERSHIP, the partnership therein named, and acknowledged to me that the partnership executed it.

WITNESS my hand and official seal.

BK877686290

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COUNTY OF Sult bake : ss. Gold K. Kun	
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On the 3 day of January, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared GOLDEN K. BERRETT, known to me (or proved to me on the basis of satisfactory evidence) to be the person that executed the within instrument as a General Partner, on behalf of MT. JORDAN LIMITED PARTNERSHIP, the partnership therein named, and acknowledged to me that the partnership executed it.	
WITNESS my hand and official seal. Notary Signature and Seal Notary Signature and Seal NOTARY PUBLIC BECKY COLEMAN 295 CHIPETA WAY S.L.C., UT 84108 COMMISSION EXPIRES MARCH 17, 2004 STATE OF UTAH	
STATE OF Journal)	
COUNTY OF Last Boton Rouge	
On the /3 day of January, 2003, before me, the undersigned, a Notary Public in and for	9
said State, personally appeared GERALD O. GREENWOOD, known to me (or proved to me on	•
the basis of satisfactory evidence) to be the person that executed the within instrument as a	٠
General Partner, on behalf of MT. JORDAN LIMITED PARTNERSHIP, the partnership therein named, and acknowledged to me that the partnership executed it.	
named, and device redged to me that the partnership executed in	Ì
WITNESS my hand and official seal.	1
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Notary Signature and Seal STATE OF Wah	
Cong Commerciación esperio As Death COUNTY OF Salt Lake	
On the 20th day of March, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared GRIFFIT LYN KIMBALL, known to me (or proved to me on the basis of satisfactory evidence) to be the person that executed the within instrument as a General Partner, on behalf of MT. JORDAN EIMITED PARTNERSHIP, the partnership therein named, and or the partnership therein named, and or the partnership therein named, and or the partnership therein named.	ì)
that the partnership executed it. ERIC FRISBEE 12271 South 900 East	
WITNESS my hand and official seal. Draper, Utah 84020 My Commission Expires November 30, 2005 STATE OF UTAH	
7 STATE OF UTAH	

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Notary Signature and Seal

SaltLake-133893.3 0033667-00001

STATE OF __ZY COUNTY OF <u>SL-</u> On the 4 day of January, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared JAY L. WEBB, known to me (or proved to me on the basis of satisfactory evidence) to be the person that executed the within instrument as a General Partner, on behalf of MT. JORDAN LIMITED PARTNERSHIP, the partnership therein named, and acknowledged to me that the partnership executed it. State of Utah County of Salt Lake WITNESS my hand and official seal. Subscribed and sworn to before me this Signature and Seal Expires _ / -1.5 Resides at . NOTARY PUBLIC TERRI BURDETTE 12271 South 900 East Draper, Utah 84020 My Commission Expires January 15, 2006 STATE OF Z STATE OF UTAH

The foregoing instrument was acknowledged before me this <u>4</u> day of January, 2003, by ALBERT T. SCHELLENBERG, the President of GENEVA ROCK PRODUCTS, INC., a Utah corporation.

Margaret Powell
Notary Signature and Seal

COUNTY OF Sact Lake



EXHIBIT A

Beginning at the Northeast Corner of Section 14, Township 4 South, Range 1 West, Salt Lake Base and Meridian and running thence; S11°18'45"W 1335.333 Feet to a rebar thence; S82°53'56"E 671.725' to a rebar thence; N22°32'37"E 187.51 feet to a rebar and cap thence; \$77°00'28"E 461.078 feet to a bar and cap thence; \$29°15'00"W 32.868 feet to a bar and cap thence; \$89°48'00"E 68.656 feet to a PK nall in the center of a 60 foot haul road thence; S30°08'48"W 126.372 feet thence; southwesterly 191.591 feet along the arc of a 800 foot radius curve to the right, (long chord bears S37°00'27"W 191.133 feet, with a central angle of 13°43'18") thence; S43°52'06"W 631.35 feet thence; southeasterly 211.771 feet along the arc of a 800 foot radius curve to the left (long chord bears S36°17'06"W 211.153 feet with a central angle of 15°10'01") thence; S28°42'05"W 63.786 feet thence; southwesterly 419.214 feet along the arc of a 500 foot radius curve to the right (long chord bears S52°43'14" 407.042 feet with a central angle of 48°02'18") thence; S76°44'23"W 153.738 feet thence; leaving the haul road and running N36°30'00"W 646.386 feet to a bar and cap thence; N22°30'00"W 59.956 feet to a bar and cap on the Southerly right-of-way line of the Draper Canal thence; \$43°28'54"W 145.298 feet thence; S38°41'54"W 714.434 feet thence; S37°15'54"W 412.989 feet thence; 161.576 feet along the arc of a 316.5 foot radius curve to the right (long chord bears S51°53'24"W 159.673 feet with a central angle of 29°15'00") thence; S66°30'54"W 340.703 feet thence; S62°30'54"W 1084.394 feet thence; S74°30'54"W 737.859 feet thence; S82°00'54"W 711.839 feet thence; N85°59'06"W 944.567 feet to a bar and cap thence; leaving said canal right of way and running N00°02'29"W 104.585 feet along the west line of said section 14 thence; N77°10'00"W, 562.045 feet to a bar and cap on the Easterly right-of-way line of the East Jordan Canal thence; N05°28'50"W 267.367 feet thence; N01°46'41"W 80.943 feet thence; N63°40'38"E 103.638 feet thence; S74°59'00"E 100.00 feet thence; S74°05'37"E 503.393 feet thence; S48°26'04"E 217.427 feet thence; S65°32'11"E 88.569 feet thence; S85°36'04"E 63.12 feet thence; N85°46'00"E 65.429 feet thence; N80°21'11"E 126.739 feet thence; N51°12'11"E 402.721 feet thence; N79°56'03"E 514.371 feet thence; N28°36'08"E 434.274 feet thence; N06°37'56"W 136.632 feet thence; N29°01'39"W 100.447 feet thence; N44°36'03"E 140.423 feet thence; N49°41'28"E 201.148 feet thence; N12°15'35"E 274.96 feet thence; N13°21'20"W 124.255 feet thence; N12°02'46"W 218.966 feet thence; N26°08'20"W 208.103 feet thence; N10°27'07"W 193.093 feet thence; N13°28'58"W 174.899 feet thence; N10°31'09"E 91.558 feet thence; N34°49'12"E 237.61 feet thence; N12°53'42"E 250.175 feet thence; N01°20'08"E 199.891 feet thence; N20°19'28"W 255.528 feet thence; N44°15'57"W 194.616 feet thence; N36°56'20"W 256.528 feet to a bar and cap on the North Line of said Section 14 thence; N89°32'43"E 1084.389 feet, thence N89°46'54"E 2684.88 feet to the point of beginning.

33-14-400-009

EXHIBIT B

PARCEL 1

BEGINNING at a point on the Easterly right of way line of the Draper Canal, which lies 2001.868 feet South and 674.196 feet west from the Northeast corner of Section 14, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and running thence along the center of a 20 inch diameter gas line, South 22°30' East 59.956 feet; thence South 36°30' East 646.386 feet; thence along the center of a 60 foot wide road way North 76°44'23" East 153.738 feet; thence Northeasterly 419.214 feet along the arc of a 500 foot radius curve to the left, (long chord bears North 52°43'14" East 407.042 feet, with a central angle of 48°02'18"); thence North 28°42'05" East 63.786 feet; thence Northeasterly 211.771 feet along the arc of a 800 foot radius curve to the right, (long chord bears North 36°17'05" East 211.153 feet, with a central angle of 15°10'01"); thence North 43°52'06" East 631.350 feet; thence Northeasterly 191.591 feet along the arc of a 800 foot radius curve to the left, (long chord bears North 37°00'27" East 191.133 feet, with a central angle of 13°43'18"); thence North 30°08'48" East 126.372 feet; thence leaving said centerline, South 89°48' East 73.855 feet to a State Road Right of Way marker; thence South 27°48'56" West 2598.271 feet to a State Road Right of Way marker; thence South 27°48'52" West 1430.452 feet to a bar and cap; thence South 26°12'48" West 261.052 feet to a rebar and cap; thence South 22°15'15" West 277.498 feet; thence leaving said State Road and running thence North 89°43'26" West 4256.581 feet to a rebar and cap set 76.19 feet West from the Southwest corner of said Section 14; thence West 68.19 feet to a rebar and cap; thence South 74°11' West 236.92 feet to a rebar and cap; thence North 13°12'12" West 66.42 feet to a rebar and cap; thence North 89°59' West 315.00 feet to a rebar and cap set on the East Right of Way of the East Jordan Canal; thence along said Right of Way, North 2°36'01" West 441.078 feet; thence North 6°12'09" East 610.924 feet; thence North 7°44'49" West 174.698 feet; thence North 18°49'57" East 122.284 feet to a bar and cap; thence leaving said Right of Way, South 89°59' East 639.613 feet to a bar and cap; thence North 00°02'29" West 90.859 feet to a rebar and cap on the Southerly Right of Way line of the Draper Canal, and running thence along said Right of Way line South 85°59'06" East 944.567 feet; thence North 82°00'54" East 711.839 feet; thence North 74°30'54" East 737.859 feet; thence North 62°30'54" East 1084.394 feet; thence North 66°30'54" East 340.703 feet; thence Northeasterly 161.576 feet along the arc of a 316.5 foot radius curve to the left, (long chord bears North 51°53'24" East 159.827 feet, with a central angle of 29°15'); thence North 37°15'54" East 412.989 feet; thence North 38°41'54" East 714.434 feet: thence North 43°28'54" East 145.298 feet to the point of beginning.

LESS AND EXCEPTING therefrom the following described property as the same conveyed in that certain Warranty Deed, recorded September 5, 1962, as Entry No. 1867318 in Book 1960 at page 355 of Official Records, to wit:

Beginning at a point which is North 2312.72 feet and East 68.70 feet from a sandstone monument marking the Southwest corner of Section 13, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 40°55' West 80.0 feet; thence North 49°05' East 40.0 feet; thence South 40°05' East 80.0 feet; thence 49°05' West 40.0 feet to the point of Beginning.

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PARCEL 2

Beginning at a point on the Westerly Right of Way of the West frontage road of Interstate 15 which lies 5406.348 feet South and 1048.046 feet West from the Northeast Corner of Section 14, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 22°15′15" West 73.793 feet to a State Road Right of Way marker; thence South 6°11′22" West 76.539 feet to a State Road Right of Way marker; thence South 16°22′19" West 142.933 feet; thence South 18°49′47" West 191.962 feet; thence South 11°47′01" West 364.932 feet; thence South 7°48′06" West 343.428 feet to a State Road Right of Way marker; thence South 5°35′14" West 109.439 feet to a bar and cap set in a fence to the West; thence along said fence South 89°37′05" West 2375.105 feet to an existing rebar; thence leaving said fence North 00°10′51" West 250.227 feet to an existing rebar; thence North 56°18′03" West 1207.318 feet to an existing rebar; thence South 83°45′49" West 688.130 feet to an existing rebar; thence North 14°35′52" East 242.411 feet to an existing rebar; thence North 4°17′27" East 226.68 feet to a rebar and cap set 76.19 feet West from the Southwest Corner of said Section 14; thence South 89°43′26" East 4256.581 feet to the point of Beginning.

Basis of Bearing for Parcels 1 and 2 is the section line between the North quarter corner and the Northeast corner of Section 14, Township 4 South, Range 1 West, Salt Lake Base and Meridian, which is North 89°46'54" East according to the Salt Lake County Area Reference Plat.

EXHIBIT C

Beginning at a point on the North line of Mount Jordan property 1351.823 feet South and 978.393 feet East from the Northeast Corner of Section 14, Township 4 South, Range 1 West, Salt Lake Base and Meridian and running thence S 30°08'48"W 126.372 feet, thence South westerly 191.591 feet along the arc of an 800 foot radius curve to the right, (long chord bears S 37°00'27"W 191.133 feet, with a central angle of 13°43'18"); thence S 43°52'06"W 631.350 feet: thence South westerly 211.771 feet along the arc of an 800 foot radius curve to the left, (long chord bears S 36°17'05"W 211.153 feet, with a central angle of 15°10'01"); thence S 28°42'05"W 63.786 feet; thence Southwesterly 419.214 feet along the arc of a 500 foot radius curve to the right; (long chord bears S 52°43'14"W 407.042 feet, with a central angle of 48°02'18"); thence S 76°44'23"W 153.738 feet to the end of the center line of a 60 foot easement, thence N 13°15'37"W 30.00 feet, thence N 76°44'23"E 153.738 feet, thence Northeasterly 394.061 feet along the arc of a 470 foot radius curve to the left, (long chord bears N 52°43'14"E 382.620 feet, with a central angle of 48°02'18"); thence N 28°42'05"E 63.786 feet; thence Northeasterly 219.712 feet along the arc of an 830 foot radius curve to the right, (long chord bears N 36°17'05"E 219.071 feet, with a central angle of 15°10'01"); thence N 43°52'06"E 631,350 feet; thence Northeasterly 184.406 feet along the arc of a 770 foot radius curve to the left, (long chord bears N 37°00'27"E 183.966 feet, with a central angle of 13°43'18"); thence N 30°08'48"E 126.372 feet; thence S 59°51'12"E 30.00 feet to the point of beginning.

EXHIBIT D

Beginning at a point on the North line of the Mount Jordan property 1351.823 feet South and 978.393 feet East from the Northeast Corner of Section 14, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and running thence S 30°08'48"W 126.372 feet, thence South westerly 191.591 feet along the arc of an 800 foot radius curve to the right, (long chord bears S 37°00'27"W 191.133 feet, with a central angle of 13°43'18"); thence S 43°52'06"W 631.350 feet; thence South westerly 211.771 feet along the arc of an 800 foot radius curve to the left, (long chord bears South 36°17'05"West 211.153 feet, with a central angle of 15°10'01"); thence South 28°42'05"West 63.786 feet; thence Southwesterly 419.214 feet along the arc of a 500 foot radius curve to the right; (long chord bears South 52°43'14"W 407.042 feet; with a central angle of 48°02'18"); thence S 76°44'23"W 153.738 feet to the end of the center line of a 60 foot wide easement, thence S 13°15'37"E 30.00 feet; thence N 76°44'23"E 153.738 feet, thence Northeasterly 444.366 feet along the arc of a 530 foot radius curve to the left, (long chord bears N 52°43'14"E 431.465 feet, with a central angle of 48°02'18"); thence N 28°42'05"E 63.786 feet, thence Northeasterly 203.829 feet along the arc of a 770 foot radius curve to the right, (long chord bears N36°17'05"E 203.235 feet, with a central angle of 15°10'01"); thence N 43°52'06"E 631.350 feet, thence Northeasterly 198.775 feet along the arc of an 830 foot radius curve to the left, (long chord bears N 37°00'27"E 198.301 feet, with a central angle of 13°43'18"); thence N 30°08'48"E 126.372 feet, thence N59°41'12"W 30.00 feet to the point of beginning.