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ANDREA ALLEN
UTAH COUNTY RECORDER
2021 Nov 30 11:25 am FEE 40.00 BY LT
RECORDED FOR HUEUGLY, DUSTEN

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Attorney for Heugly

IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY
STATE OF UTAH

SAGE BLUDWORTH, an individual;

Plaintiffs,

vs.

TRIPLE D EXCAVATION, LLC, a Utah limited liability company; UTAH ROCK AND GRAVEL, LLC, a Utah limited liability company; JASON BENNETT, individually, as member/manager of Triple D Excavation, LLC and Utah Rock and Gravel, LLC, and as member/manager of Forward Development Group, LLC; DANIEL FORWARD, individually, as member/manager of Triple D Excavation, LLC and Utah Rock and Gravel, LLC, and as member/manager of Forward Development Group, LLC; DEREK EDWARDS, individually, as putative member/manager of Triple D Excavation, LLC and Utah Rock and Gravel, LLC, and as member/manager of DME Enterprises, LLC; FORWARD DEVELOPMENT GROUP, LLC, a Utah limited liability company; and DME ENTERPRISES, LLC, a Utah series limited liability company;

Defendants;

**SECOND AMENDED NOTICE OF LIS
PENDENS**

Case No: 210401310

Honorable Judge: Christine Johnson

<p>And</p> <p>DUSTEN HEUGLY, an individual and as member/manager of Triple D Excavation, LLC and Utah Rock and Gravel, LLC;</p> <p style="text-align: center;">Interested Party.</p>	
<p>FORWARD DEVELOPMENT GROUP, LLC, Utah limited liability company; DME ENTERPRISES, LLC, a Utah series limited liability company; JASON BENNETT, an individual;</p> <p style="text-align: center;">Cross-Claim Plaintiffs;</p> <p>v.</p> <p>DUSTEN HEUGLY, an individual;</p> <p style="text-align: center;">Cross-Claim Defendant.</p>	
<p>DUSTEN HEUGLY, an individual and derivatively as member/manager of Triple D Excavation, LLC and Utah Rock and Gravel, LLC;</p> <p style="text-align: center;">Cross-Claim Plaintiffs,</p> <p>vs.</p> <p>JASON BENNETT, an individual, as member/manager of Triple D Excavation, LLC and Utah Rock and Gravel, LLC, and as member of Forward Development Group, LLC; DANIEL FORWARD, an individual, as member/manager of Triple D Excavation, LLC and Utah Rock and Gravel, LLC, and as member of Forward Development Group, LLC; DEREK EDWARDS, an individual, as member/manager of Triple D Excavation, LLC and Utah Rock and Gravel, LLC, and as</p>	

member of DME Enterprises, LLC; TRIPLE D EXCAVATION, LLC, a Utah limited liability company; UTAH ROCK AND GRAVEL, LLC, Utah limited liability company; FORWARD DEVELOPMENT GROUP, LLC, a Utah limited liability company, and as a member of Landmark Trucking, LLC; and DME ENTERPRISES, LLC, a Utah series limited liability company;

Cross-Claim Defendants

And

LANDMARK TRUCKING, LLC, a Utah limited liability company; ROCKWELL MATERIALS, LLC, a Utah limited liability company; NIKOLAS SIMPSON, an individual and as member/manager of Landmark Trucking, LLC and Rockwell Materials, LLC; NATHAN SIMPSON, an individual and as member/manager of Landmark Trucking, LLC and Rockwell Materials, LLC; JEFF HALLIDAY, an individual and as President of Landmark Trucking, LLC; MEGAN B. EDWARDS, an individual and as member/manager of DME Enterprises, LLC; MELISSA PLATT, an individual; PLATT LAW, P.C., a Utah professional corporation; STEPHEN WHITING, an individual; WHITING & JARDINE, LLC, a Utah limited liability company; and JOHN DOES I-X AND JANE DOES I-X.

Interested Party Defendants.

NOTICE IS HEREBY GIVEN that on or about the 26th day of September, suit was commenced in the Fourth Judicial District Court for Utah County, State of Utah, Case No. 210401310, involving ownership interests in the real property described in particularity below:

Utah County Parcel Identification number 59:010:0007 more particularly described as: COM N 4455 FT FR SW COR. SEC. 10, T6S, R1W, SLB&M.; N 825 FT; E 2640 FT; S 1155 FT; W 2640 FT; N 330 FT TO BEG. AREA 70.000 AC.

The lawsuit described above involves an ownership dispute of the above-described real property between Utah Rock and Gravel, LLC and Triple D Excavation, LLC; and Jason Bennett; Dan Forward; Derek Edwards; Forward Development Group, LLC; and DME Enterprises, LLC.

The purpose of the lawsuit is to determine the rights and ownership interest of the above-named parties of the above-described real property.

Additionally, attached hereto is a lease with option to purchase dated on or around June 17, 2020 and another lease with option to purchase dated on or around April 26, 2021.

DATED: November 29, 2021


DUSTEN L. HEUGLY

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

The foregoing instrument and acknowledged before me by Dusten Heugly, who is personally known to me or who has produced identification.

SUBSCRIBED AND SWORN TO before me this 29th day of November 2021.


NOTARY PUBLIC



Gravel Pit Lease and Option to Purchase Agreement

This lease and mining agreement is dated June 17, 2020 (the "Lease" or "Agreement"), by and between Craig Wayman ("Lessor" or "Party") and Triple D Excavation, LLC ("Lessee" or "Party").

RECITALS

A.

Lessor owns approximately 70 acres located in Utah County tax id # 59:010:0007 (the "Premises").

B.

Lessor desires to lease the Premises to Lessee and Lessee desires to lease the Premises from Lessor for the purpose of mining and processing sand and gravel and related activities on the Premises all upon the terms and conditions hereinafter set forth.

C.

The parties desire to enter into this Lease upon the terms and conditions hereinafter set forth.

AGREEMENTS

NOW THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties hereto agree as follows:

1.

Lease. Lessor hereby leases the Premises to LESSEE and LESSEE leases the Premises from Lessor, on the terms and conditions set forth herein.

2. Lessee agrees to apply to for a license to operate a gravel pit with Utah County and for a small mine permit with the Utah Department of Oil Gas and Mining for small mine permit by August 1, 2021 even if the applications are incomplete and Lessee will be diligent in obtaining the permits/licenses. Lessor acknowledges Lessee may have that prevent it from obtaining these permits/licenses or delays in obtaining them outside Lessee's control. Lessor agrees to grant reasonable extension including obtaining filing for permits licenses. For example, Lessee will need to obtain an archeological survey of the property the timing of receiving this is not controlled by Lessee. If Lessee has not obtained a permit and license within 18 months and not exercised its option to purchase this lease will terminate.

3.

Term. Lessor does hereby lease to Lessee the above described Premises for the period of ten (10) years commencing June 17, 2020 and ending June 17, 2030 subject to extension provided in 3(a) below.

DT
CW

a)

The Lessor grants the Lessee ten (10) one-year automatically renewing extensions exercisable by the Lessee subject to the compliance with this lease so long as Lessee is operating an active gravel pit. If Lessee wishes to terminate the lease it will provide ninety (90) days prior written notice. Lessee will pay Lessor a prepaid royalty of \$5,000 to be credited against royalties owed by Lessee each year by August 1 beginning August 1, 2021

b)

In the event that extractable materials from the Premises are depleted to the extent that continued mining is cost prohibitive prior to the expiration of this Lease, the Lessee shall give the Lessor written notice and the parties agree to renegotiate the Lease in good faith within sixty calendar days following the date written notice was given.

4.

Earnest Monies. Lessee has provided Lessor a 2007 Weekend Warrior Trailer (salvage title) and yellow corvette located on his mother's property (Lessor acknowledges he will have to apply for title based upon abandonment and assumes the risk of obtaining title to the vehicle) for consideration. The parties agree Lessee will receive the first 20,000 tons without payment and will receive an option to purchase the premises for \$700,000 until June 5, 2022 at which time this option will expire.

5.

Rent/Royalties. Lessee will pay Lessor \$.60 (fifty cents) for every ton or 6% (six percent) of the selling price whichever is greater for material removed and sold from the premise's payment due for each quarter 45 days after each quarter calendar year ends. (for example, the royalty owed for January through March 2019 will be due May 15, 2019) If Lessee exercises the option to purchase the premises Lessor will then receive half of the royalty he receives in this paragraph which \$.30 (thirty cents) for every ton or 3% of the selling price whichever is higher of material removed and sold from the premises. If Lessee use the premises owned by Lessor to access land and obtain gravel or like materials Lessor will receive or mines material within 1,000 feet of the premises Lessor will receive a royalty of \$.30 (thirty cents) for every ton or 3% of the selling price whichever is higher.

6.

Licenses. Lessee shall obtain and keep current all necessary licenses and permits as deemed necessary by any government entity whether local, state or federal relating to conducting business on the Premises. If such licenses and/or permits were unattainable, Lessee may terminate this lease without penalty.

7.

D.H CW

Landfill/Backfill Plan. Lessee will backfill the mined property in a manner agreed by the parties if the parties cannot agree it will be done as required by DOGM and/or Utah County

8.

Possession and Enjoyment.

a)

Lessor agrees that Lessee, paying the royalties and performing the other terms and conditions of this lease, may peaceably hold and enjoy the leased Premises during the lease term without any interruption by Lessor or any other person lawfully claiming by, through or under Lessor.

Lessor shall have the right, during the term of this Agreement, to enter upon the leased Premises during normal business hours for the purpose of inspection and determine compliance with the mining specifications and conditions, or conformance to the Mining Plan or the Landfill/Backfill Plan.

b)

Lessee acknowledges that it has examined the Premises and knows the condition thereof and that no representations have been made as to the condition or state thereof, and Lessee accepts the Premises in its present condition.

9.

Business. Lessee shall use the Premises for such general uses as a sand and gravel plant site, asphalt plant site, material stockpile site, backfill, scales, sales office, customer and equipment parking and other lawful activities pertaining to the aforementioned activities. Lessee will also be allowed to use the premises for storage of heavy equipment and other personal property whether or not used in connection with gravel extraction. Lessor may use the land so long as it does not interfere with the activities Lessor is conducting. If Lessee exercises his option to purchase the premises Lessor will have no more rights to the land whatsoever. During the lease except after purchase by Lessee Lessor will have right to use the Premises in a manner which does not affect Lessee's rights. Lessee agrees its mining permit initially will be 10 acres or less and will begin on the premises North East Corner and will not proceed any further East unless Lessee can only obtain material (gravel/dirt/fill/minerals) from mining further East.

10.

Use of Premises. Lessee shall at all times keep and maintain the premises. Any area used for washout of concrete trucks or for proper disposal of returned concrete shall be clearly designated in the approved

D.H. CW

Landfill/Backfill Plan.

11.

Improvements. Lessee may at its own expense construct such buildings, structures and other improvements on the Premises as are reasonably necessary for the conduct of its business. All such permanent buildings, structures and improvements constructed by Lessee may be removed at the termination of this lease at the sole election of Lessee.

12.

Occupancy Expenses and Property Taxes. Lessee shall promptly pay when due all gas, light, heat, power, plumbing, water, and other occupancy expenses of whatsoever kind or nature, including utility deposits, connection fees and running of utilities to the Premises, and shall pay all property taxes on equipment and improvements placed on the Premises by Lessee. While Lessor is the owner of the premises, he will be responsible for all real property taxes on the premises.

13.

Damage to Property and Persons. All property of any kind which may be on the Premises during the term of the lease shall be at the sole risk of the Lessee except for people there at Lessor invitation; and Lessor shall not be liable to Lessee, its agents, guests, customers, employees, for any damage caused to their person or property by water, rain, snow, sleet, fire, storms and accidents, or by breakage, stoppage or leaking of water, gas, electricity, heating, sewer pipes or plumbing on, about or adjacent to the Premises; and in the event of any breakage, stoppage or leakage, Lessee shall promptly remedy the same at its expense.

14.

Insurance. Lessee shall provide and obtain and maintain in full force during the leased term, for the benefit of both parties hereto, as their respective interests may appear, liability insurance in a company satisfactory to Lessor, general liability insurance in the minimum amount of One Million Dollars (\$1,000,000) with the respect to injuries to any one person. Two Million Dollars (\$2,000,000) with respect to injuries in any one accident and One Million Dollars (\$1,000,000) with respect to any property damage. LESSEE shall have Lessor listed as an additional injured on all insurance policies and shall furnish certificates evidencing the existence of all policies to Lessor as and when reasonably requested by Lessor.

15.

Insolvency or Bankruptcy. In the event of the insolvency of Lessee, or the filing of by it or against it of any voluntary or involuntary petition under the Bankruptcy Act, or a partial or a general assignment by it for the benefit of creditors, or any proceedings whereby its full rights to the use, control and occupancy

D.H. CW

of the Premises may be impaired or transferred, in whole or in part, then this Lease, at the option of the Lessor, may be terminated if the requirements under this lease are not being fulfilled.

16.

Title. Lessor represents and warrants that it has clear and full title (Lessor acknowledges Lessor has mortgage on the property) to the Premises and agrees that so long as this Agreement remains in force, Lessor will not do or suffer anything to interfere with or impair the rights of Lessee.

17.

Delivery a. Upon the execution or sooner of this lease, Lessor shall immediately deliver to Lessee quiet and peaceable possession of the leased Premises,

18.

Notice. All notices and other communication required under this lease shall be in writing and shall be deemed to have been duly given made and received when delivered against receipt requested, or twenty-four hours after sending via facsimile, addresses as set forth below or such other addresses as the parties hereto may designate in writing:

LESSOR Craig Wayman:
644 Aspen Hills Blvd
Saratoga Springs, Utah 84045

LESSEE: Triple D Excavation, LLC
10150 South Centennial
Parkway, Sandy, Utah 84070

Lessor agrees to notify Lessee of violations of this agreement and no less than 30 (thirty) days to cure any violation

19.

Time is of the Essence. Time is of the essence in the performing of each and every requirement set forth in the Lease.

20.

D.H.
CW

Further Assurance. Each of the parties hereto shall execute and deliver all other instruments and take all such actions as any party hereto may reasonably request from time to time in order to effectuate the purposes of this Lease and the transactions provided for herein.

21.

Controlling Law. This Lease and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Utah notwithstanding any Utah or other conflict-of-law rules to the contrary.

22.

No Drafting Party. It is understood and agreed to between the Parties that this document represents an equal cooperative drafting effort and no individual Party shall be deemed the drafter thereof, accordingly, any lack of clarity or understanding shall be borne equally by the Parties.

23.

Nature of Relationship Between Parties. The sole relationship between the parties created by this Agreement is that of the Lessor and Lessee. Nothing contained in the Lease shall be deemed, held or construed as creating a joint venture or partnership between the parties.

24.

Amendments, Changes or Modifications. This Lease may be amended, changed or modified only by an instrument in writing executed by both Lessor and Lessee.

25.

Succession and Assignment. The provisions of this Lease shall be binding upon and insure to the benefit of the parties hereto, the heirs, executors, administrators, successors and assigns.

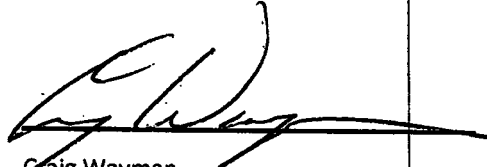
26.

Lessor may record this document with the Utah County Recorder's Office.

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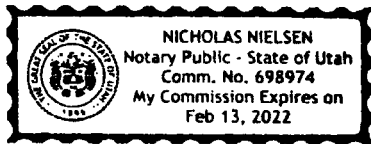
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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Lease as of the date first above written.


Craig Wayman

State of Utah)
County of Salt Lake)

On this 17th day of June, in the year 2020, before me, Nicholas Nielsen, personally appeared Craig Wayman proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he/she/they executed the same.

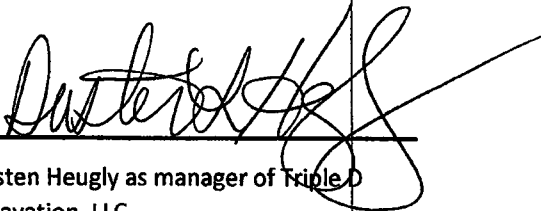


Notary Seal



Notary Public Signature

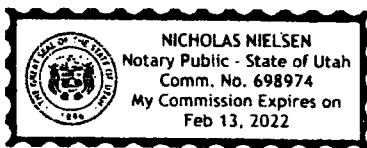
HH CW



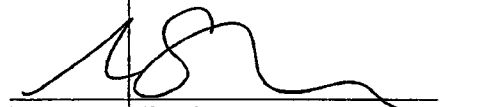
Dusten Heugly as manager of Triple D
Excavation, LLC

State of Utah)
County of Salt Lake)

On this 17th day of June, in the year 2020, before me, Nicholas Nielsen, personally appeared Dusten Heugly proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he/she/they executed the same.



Notary Seal



Notary Public Signature

LEASE AGREEMENT WITH OPTION TO PURCHASE

THIS LEASE AGREEMENT WITH OPTION TO PURCHASE (“**Agreement**”) is entered into as of the 26th day of April, 2021 (“**Effective Date**”) by and between Forward Development Group, LLC, a Utah limited liability company (“**Owner**”) and Utah Rock and Gravel, LLC a Utah limited liability company (“**Renter**”).

I. LEASE AGREEMENT

1. Lease.

(i) Owner hereby leases to Renter and Renter hereby leases from Owner: (1) that certain real property containing ± 70 acres in Utah County, State of Utah, as more particularly described on Exhibit “A” attached hereto (“**Land**”), together with any buildings, fixtures, structures and improvements on the Land, if any (collectively, the “**Improvements**”), and (2) that certain equipment as more particularly described on Exhibit “A” attached hereto (the “**Equipment**”)(the Land, Improvements and Equipment, collectively referred to herein as the “**Leased Items**”). Owner specifically reserves any easements, rights of way, or other access rights currently in existence pertaining to or over the Land necessary in order to access adjoining property owned or to be purchased by Owner. If no easements, rights of way, or other access rights currently exist, then Owner reserves the right to grant any such easement, right of way, or other access rights necessary in order to access adjoining property owned or to be purchased by Owner.

(ii) This Lease is granted for, among other things, the purpose of enabling Renter to mine materials from the Land, and to use the Equipment to conduct any and all operations necessary to such mining operations.

(iii) Renter has examined, and accepts the Leased Items, in their present “as-is” condition. No representation, statement, or warranty, express or implied, has been made by or on behalf of Owner as to the design or condition of the Leased Items, or as to the use that may be made of the Leased Items. Renter acknowledges that the Leased Items are suitable for the purposes for which the same are leased, in their present condition.

2. Term of Lease.

(i) This Lease shall be effective upon the Effective Date. The term of the Lease shall commence on July 1, 2021 (the “**Commencement Date**”) and shall expire June 30, 2026 (the “**Term**”). Notwithstanding anything to the contrary, this Lease shall terminate at such time, if ever, that Renter acquires the Leased Items from Owner pursuant to one of the Options to Purchase granted in **Section II** below. Renter shall peaceably yield possession to Owner of the Leased Items on the last day of the Term, unless otherwise agreed by both parties in writing.

(ii) Renter shall have the right to terminate this Lease at any time upon ninety (90) days written notice to Owner. In the event of such termination, all Renter’s rights in and to the Leased Items and any obligations of Renter under the terms of the Lease hereof accruing

after the date of termination, shall cease and terminate. Upon termination of the Lease Agreement, Renter shall peaceably yield possession to Owner of the Leased Items and shall promptly pay all Lease Payments, Late Fees, Charges, or other amounts accrued prior to the date of termination and owed to Owner under the terms of this Agreement.

3. Use. Renter may occupy and use the Leased Items during the Term for purposes of the operation of a mining business. Renter warrants that Renter's use shall comply with all applicable laws, ordinances, rules and regulations ("**Laws**").

4. Lease Payments, Late Fees & Charges.

(i) Renter shall pay to Owner the total sum of Three Million Three Hundred Sixty Thousand Dollars (\$3,360,000.00), payable as follows: Monthly payments of Fifty-Six Thousand Dollars (\$56,000.00) ("**Lease Payment**") beginning on July 1, 2021 and continuing on the first day of each month thereafter for sixty (60) months.

(ii) If Renter fails to make a Lease Payment when due, Renter shall be charged a late fee of four percent (4%) of the Lease Payment ("**Late Fee**"). Additional Late Fees of four percent (4%) of the Lease Payment shall be charged and continue to accrue every thirty (30) days.

(iii) If Renter fails to pay taxes on, maintain insurance on, or repair the Leased Items, or to pay fees, charges, or assessments, or to discharge any other obligations under this Lease, Owner may make payments or perform acts that Owner deems necessary. This includes payment of amounts necessary to retain insurance, to repair or maintain the Leased Items, or to satisfy fees, charges, or assessments. Renter shall reimburse Owner on the next Lease Payment due date for: (a) all amounts paid or incurred by Owner, (b) plus interest at a rate of four percent (4%) per month which shall begin accruing on the date of Owner's payment, (c) plus reasonable attorneys' fees incurred by Owner in connection with its actions performed under this Section (collectively, "**Charges**").

5. Ownership. Except for Renter's rights of use under this Lease, the Leased Items are and will remain the exclusive property of Owner. Payment of the Lease Payments does not give Renter any equity interest in the Leased Items. Renter has no interest in the Leased Items except as expressly set forth in this Lease.

6. Utilities. Payment for Utilities (as defined herein) will be the responsibility of Renter. As used herein, the term "Utilities" shall include electricity, telephone, gas, water, and waste service or other utilities used, rendered or supplied upon or in connection with the Leased Items.

7. Taxes and Fees. Renter shall be responsible for all applicable taxes and assessments against the Leased Items. Renter shall also be responsible for all license and registration fees on the Leased Items. Further, Renter will also pay, if required, any Utah State sales tax. Renter shall, on request, provide Owner with proof of payment.

8. Maintenance, Repair, Alterations, Liens.

(i) Renter shall maintain, at Renter's expense, the Leased Items in good and operating condition and bear the cost of all necessary repairs and replacements and all expenses of operation of the Leased Items. Such costs shall include labor, material, parts, and similar items. It is the intention of this Lease Agreement that the amounts payable to Owner hereunder shall be absolutely net to Owner, without diminution by reason of any expenses of operation or maintenance of the Leased Items. Renter and its employees shall use the Leased Items carefully and properly, and in compliance with all Laws.

(ii) Renter, at its expense, may make alterations, changes, improvements, or additions to the Leased Items, with prior written consent from Owner, which consent may be withheld in Owner's sole discretion. Any alterations, changes, improvements or additions to the Leased Items shall remain with the Leased Items upon termination of the Lease.

(iii) Renter will keep the Leased Items free and clear of all liens. Should any such lien be filed against the Leased Items, Renter shall, within thirty (30) days of written notice from Owner of the filing of the lien, fully discharge the lien.

9. Insurance. During the Term of this Lease, Renter shall procure and maintain in full force and effect insurance covering the Leased Items. At a minimum, the insurance must include (i) risk insurance against loss of and damage to the Leased Items for not less than the full replacement value of the Leased Items, naming the Owner as loss payee; and (ii) combined public liability and property damage insurance, with limits approved by the Owner, naming the Owner as an additional named insured and a loss payee. Each policy obtained by Renter shall provide that the insurer shall give to Owner thirty (30) days written notice prior to any cancellation of the policy, and must be issued by a company authorized to do business in the State of Utah. Renter shall provide Owner with an original policy or certificate evidencing the insurance coverage.

10. Risk of Loss or Damage. Renter assumes all risks of loss or damage to the Leased Items from any cause, and agrees to return the Leased Items in the condition received from Owner, with the exception of normal wear and tear, unless otherwise provided in this Lease. If the Leased Items are damaged or lost, Owner shall have the option of requiring the Renter to repair the item to a state of good working order, replace the Leased Item with a like item in good repair, which item shall become the property of Owner and subject to this Lease, or pay the replacement cost of the item, less any net proceeds of insurance received by Owner for the loss or damage.

11. Owner Right of Access. Owner has the right with no less than 24 hours notice to Renter, bona fide emergencies excepted, to enter the Land periodically for inspection of the Leased Items.

12. Indemnification, Defense and Hold Harmless Obligations. Except for the negligence or willful misconduct of Owner, its employees and agents, and to the extent permitted

by law, Renter agrees to indemnify, defend and hold harmless Owner and its officers, directors, member and employees (each, an “**Owner Party**”) from and against any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys’ fees) resulting from claims by third parties for injuries to any person and damage to or theft or misappropriation or loss of property occurring in, on, or around the Leased Items or caused by Renter’s use and operation of the Leased Items. If any action or proceeding is brought against any Owner Party by reason of any such claim, then Renter, upon notice from Owner, shall defend the claim at Renter’s expense with counsel of Owner’s choice. Except for the gross negligence or willful misconduct of Renter, its employees and agents, and to the extent permitted by law, Owner agrees to indemnify, defend and hold harmless Renter and its officers, directors, members and employees (each, a “**Renter Party**”) from and against any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys’ fees) resulting from claims by third parties for injuries to any person and damage to or theft or misappropriation or loss of property occurring in, on or around the Leased Items arising from Owner’s breach of any of its obligations hereunder. If any action or proceeding is brought against any Renter Party by reason of any such claim, then Owner, upon notice from Renter, shall defend the claim at Owner’s expense with counsel of Renter’s choice.

13. Lease Defaults; Rights on Default.

(i) The occurrence of any of the following events will constitute a default (each an “**Event of Default**”):

(1) The failure to make a required payment under this Lease as and when due, including Lease Payments, Late Fees, Charges, sums due as an indemnity, or other amounts, and such failure continues for sixty (60) days;

(2) The breach or violation by the Renter of any non-monetary provision of this Lease;

(3) The insolvency or bankruptcy of the Renter;

(4) Any default, breach, or violation of or under any debenture, bond, or evidence of indebtedness of the Renter; or

(5) Subjection of any of the Renter’s property to levy, seizure, assignment, application, or sale for or by a creditor or government agency.

(ii) On the occurrence of any Event of Default under Subsection 13(i), the Owner may, without notice or demand, terminate this Lease, and take possession of the Leased Items, in addition to any other rights afforded to the Owner by law. Renter is not released from paying damages sustained by the Owner if the Owner terminates under this Section. Renter must surrender all Leased Items to Owner in working condition. Renter expressly waives all further rights to possession of the Leased Items and all claims for injury suffered through or loss caused by Owner’s repossession. All of Owner’s remedies are cumulative and may be exercised concurrently or separately.

II. OPTION AGREEMENT

The Months 1-12 Option and the Months 13-60 Option (as defined below) are each separate and distinct options available to Renter, and the failure to exercise one option will in no way affect or preclude Renter from exercising the other option.

14. Months 1-12 Option.

(a) Grant of Option. Owner does hereby grant to Renter the exclusive right and option (the “**Months 1-12 Option**”) to purchase from Owner, at any time during the period of July 1, 2021 to June 30, 2022, provided that Renter is not in default under this Lease Agreement, and subject to the terms and conditions set forth herein, all of Owner’s rights, title, and interest in and to the Leased Items.

(b) Notice Required to Exercise Months 1-12 Option. To exercise the Months 1-12 Option, Renter must deliver to Owner at least 30 days before June 30, 2022, a written notice of Renter’s intent to purchase. The written notice must specify a valid Months 1-12 Closing date. The Months 1-12 Closing date must occur within thirty (30) days of the date Owner receives the written notice of Renter’s intent to purchase under the Months 1-12 Option.

(c) Months 1-12 Option Fee. Nonrefundable option consideration of \$100.00 (the “**Months 1-12 Option Fee**”) shall be paid by Renter as independent consideration for the grant of the Months 1-12 Option to Renter. The Months 1-12 Option Fee shall be credited towards the Months 1-12 Option Purchase Price (defined below) at Months 1-12 Closing if Renter timely exercises the Months 1-12 Option.

(d) Months 1-12 Option Purchase Price.

(i) If Renter exercises the Months 1-12 Option, the total purchase price to be paid by Renter to Owner for the Leased Items shall be the total sum of Two Million Six Hundred Ten Thousand One Hundred Dollars (\$2,610,100.00) (“**Months 1-12 Option Purchase Price**”), subject to the adjustments and credits herein. The Months 1-12 Option Purchase Price shall be decreased by a sum equal to any and all Lease Payments made to Owner by or on behalf of Renter. The Months 1-12 Option Purchase Price shall not be decreased for any amounts paid for Late Fees, Charges or other amounts. For example, if Renter has made five (5) Lease Payments (totaling \$280,000) and paid \$10,000 in Late Fees and Charges, the Option Purchase Price would be \$2,330,100 (\$2,610,100 minus \$280,000).

(ii) The balance of the Months 1-12 Option Purchase Price shall be paid in cash at the Months 1-12 Closing.

(e) Months 1-12 Closing.

(i) At the Months 1-12 Closing, all of the following shall occur, all of which shall be deemed concurrent conditions:

(1) Owner shall convey good, marketable fee simple title to the Leased Items to Renter by deed, bills of sale and/or assignments, as appropriate, free and clear of all liens and monetary encumbrances other than those which secure payments of current real property taxes levied against the Land and the Improvements.

(2) Renter shall deliver the balance of the Months 1-12 Option Purchase Price.

(3) Owner shall deliver possession of the Leased Items to Renter, and the Lease shall terminate.

(ii) Each party shall timely deposit such deposits, monies, and documents with the title company of Renter's choice as may be reasonably requested by said title company or as are necessary for conveyance of the Leased Items in accordance with the Months 1-12 Option terms as set forth herein. After Months 1-12 Closing, Renter and Owner agree to promptly execute such further documentation and take such further acts as are reasonably required to accomplish or properly document or verify the conveyance of the Leased Items in accordance with the terms of the Months 1-12 Option contained herein.

(iii) Renter shall pay for the owner's title policy, all recording, transfer and escrow fees, all taxes and assessments, and all other closing costs with respect to the Months 1-12 Closing. Each party shall pay the fees incurred by its own legal counsel.

15. Months 13-60 Option.

(a) Grant of Option. Owner does hereby grant to Renter the exclusive right and option (the "**Months 13-60 Option**") to purchase from Owner, at any time during the period of July 1, 2022 to June 30, 2026, provided that Renter is not in default under this Lease Agreement, and subject to the terms and conditions set forth herein, all of Owner's rights, title, and interest in and to the Leased Items.

(b) Notice Required to Exercise Months 13-60 Option. To exercise the Months 13-60 Option, Renter must deliver to Owner at least 30 days before June 30, 2026, a written notice of Renter's intent to purchase. The written notice must specify a valid Months 13-60 Closing date. The Months 13-60 Closing date must occur within thirty (30) days of the date Owner receives the written notice of Renter's intent to purchase under the Months 13-60 Option.

(c) Months 13-60 Option Fee. Nonrefundable option consideration of \$100.00 (the "**Months 13-60 Option Fee**") shall be paid by Renter as independent consideration for the grant of the Months 13-60 Option to Renter. The Months 13-60 Option Fee shall be credited towards the Months 13-60 Option Purchase Price (defined below) at Months 13-60 Closing if Renter timely exercises the Months 13-60 Option.

(d) Months 13-60 Option Purchase Price.

(i) If Renter exercises the Months 13-60 Option, the total purchase price to be paid by Renter to Owner for the Leased Items shall be calculated as follows: Two Million Six Hundred Ten Thousand One Hundred Dollars (\$2,610,100.00) minus \$672,000.00 (being one hundred percent (100%) of the amount of Lease Payments made to Owner by or on behalf of Renter during months 1-12) minus fifty percent (50%) of the amount of Lease Payments made to Owner by or on behalf of Renter after month 12 ("**Months 13-60 Option Purchase Price**"). For example, if Renter exercises the Months 13-60 Option in month 32, the Months 13-60 Option Purchase Price would be \$1,378,100 (\$2,610,100 minus \$672,000 minus \$560,000 (being 50% of Lease Payments made for months 13-32 totaling \$1,120,000)). The Months 13-60 Option Purchase Price shall not be decreased for any amounts paid for Late Fees, Charges or other amounts.

(ii) The balance of the Months 13-60 Option Purchase Price shall be paid in cash at the Months 13-60 Closing.

(e) Months 13-60 Closing.

(i) At the Months 13-60 Closing, all of the following shall occur, all of which shall be deemed concurrent conditions:

(1) Owner shall convey good, marketable fee simple title to the Leased Items to Renter by deed, bills of sale and/or assignments, as appropriate, free and clear of all liens and monetary encumbrances other than those which secure payments of current real property taxes levied against the Land and the Improvements.

(2) Renter shall deliver the balance of the Months 13-60 Option Purchase Price.

(3) Owner shall deliver possession of the Leased Items to Renter, and the Lease shall terminate.

(ii) Each party shall timely deposit such deposits, monies, and documents with the title company of Renter's choice as may be reasonably requested by said title company or as are necessary for conveyance of the Leased Items in accordance with the Months 13-60 Option terms as set forth herein. After Months 13-60 Closing, Renter and Owner agree to promptly execute such further documentation and take such further acts as are reasonably required to accomplish or properly document or verify the conveyance of the Leased Items in accordance with the terms of the Months 13-60 Option contained herein.

(iii) Renter shall pay for the owner's title policy, all recording, transfer and escrow fees, all taxes and assessments, and all other closing costs with respect to the Months 13-60 Closing. Each party shall pay the fees incurred by its own legal counsel.

III. MISCELLANEOUS PROVISIONS

16. Entire Agreement. This Agreement and any addenda or exhibits thereto constitute the entire agreement between Owner and Renter and supersede all previous agreements between Owner and Renter. No prior written or prior or contemporaneous oral promises or representations shall be binding between Owner and Renter. Section captions herein are for convenience only and neither limit nor amplify the provisions of this Agreement.

17. Further Instruments. Owner will, whenever and as often as it shall be reasonably requested to do so by Renter, and Renter will, whenever and as often as it shall be reasonably requested to do so by Owner, execute, acknowledge, and deliver or cause to be executed, acknowledged, and delivered, any and all instruments and documents as may be reasonably necessary in order to complete the transactions herein provided and to carry out the intent and purposes of this Agreement.

18. Time. Time is of the essence with respect to the performance of all obligations provided in this Agreement and the consummation of all transactions contemplated by this Agreement.

19. Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words of a singular number shall be held to include the plural and vice versa, unless the context requires otherwise.

20. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument. This Agreement is signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

21. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and the invalid, illegal or unenforceable provision shall be reformed to the minimum extent necessary to make the provision valid, legal, and enforceable.

22. Construction. The parties acknowledge that each party and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

23. Notices. Any notice which may or shall be given under the Agreement shall be in writing and shall either be delivered by hand or sent by United States mail, registered or certified or by Federal Express or a similar courier service, postage prepaid, addressed to the parties hereto at the respective addresses provided below. Such addresses may be changed from time to time by either party giving notice as provided above. Notice shall be deemed delivered when received by the addressee (if delivered by hand), when postmarked (if sent by mail), or twenty-four (24) hours after delivery to the courier service for overnight delivery.

RENTER:

Utah Rock and Gravel, LLC
Attn: Dusten L. Heugly
10643 South 2700 West
Bluffdale, Utah 84065

OWNER:

Forward Development Group, LLC
Attn: Jason Bennett
320 East 1650 North
Lehi, Utah 84043

24. Amendments and Survival. This Agreement will not be amended, changed, or extended except by written instrument signed by both parties hereto. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representative, successors, heirs, and assigns.

25. Subletting or Assignment. Renter shall not assign this Lease or sublet the Leased Items, or any part thereof without the written consent of the Owner, which consent may be withheld in Owner's sole discretion. In no event of assignment or subletting will Renter be released from any duties or liabilities under this Agreement.

26. Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by this Agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

27. Attorneys' Fees. In the event of any dispute in connection with this Agreement, the prevailing party shall be entitled to receive its reasonable attorneys' fees from the losing party.

28. Owner's Covenants, Representations and Warranties. Owner represents and warrants to Renter that:

(i) Owner has or will have all requisite power and authority to own the Leased Items, enter into this Agreement, and consummate the transactions contemplated in this Agreement. Owner has duly authorized the execution and delivery of this Agreement such that all documents to be executed by Owner are its valid, legally binding obligations and are enforceable against it in accordance with their terms.

(ii) The person(s) executing this Agreement and any and all documents on behalf of Owner have the legal power, right, and actual authority to bind Owner.

(iii) Owner is, or will be on the Commencement Date, the sole owner of good and marketable, fee simple title to the Leased Items.

(iv) Owner's execution of this Agreement and its consummation of the transactions do not breach any agreement or constitute a default or a condition that would ripen into a default under any agreement to which Owner is a party or by which all or part of the Leased Items are bound. Furthermore, Owner's execution of this Agreement and its consummation of the transactions do not violate any order, rule or regulation applicable to the Owner or the Leased Items of any court or any federal, state, or municipal regulatory body or administrative agency or other governmental body.

(v) No representation, warranty, or statement of Owner in this Agreement or in any document or information furnished to Renter misstates or omits any material fact necessary to make the statements or facts contained therein not misleading.

29. Renter's Convents, Representations and Warranties. Renter represents and warrants to Owner that:

(i) Renter has or will have all requisite power and authority to enter into this Agreement, and consummate the transactions contemplated in this Agreement. Renter has duly authorized the execution and delivery of this Agreement such that all documents to be executed by Renter are its valid, legally binding obligations and are enforceable against it in accordance with their terms.

(ii) The person(s) executing this Agreement and any and all documents on behalf of Renter have the legal power, right, and actual authority to bind Renter.

(iii) Renter's execution of this Agreement and its consummation of the transactions do not breach any agreement or constitute a default or a condition that would ripen into a default under any agreement to which Renter is a party. Furthermore, Renter's execution of this Agreement and its consummation of the transactions do not violate any order, rule or regulation applicable to the Renter of any court or any federal, state, or municipal regulatory body or administrative agency or other governmental body.

(iv) No permission, approval, or consent by third parties or governmental authorities is required for Renter to consummate the transaction contemplated by this Agreement.

(v) No representation, warranty, or statement of Renter in this Agreement or in any document or information furnished to Owner misstates or omits any material fact necessary to make the statements or facts contained therein not misleading.

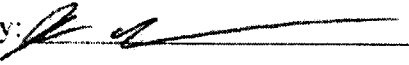
30. Governing Law. This Agreement, and all questions relating to its validity, interpretation, performance and enforcement (including, without limitation, provisions concerning limitations of action), shall be governed by and construed in accordance with the laws of the State of Utah (exclusive of the conflict of law provisions thereof) applicable to agreements made and to be performed entirely within such State.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

This Lease Agreement with Option to Purchase is executed to be effective as of the 26th day of April, 2021.

OWNER:

Forward Development Group, LLC.
a Utah limited liability company

By: 

Its: *member*

RENTER:

Utah Rock and Gravel, LLC
a Utah limited liability company

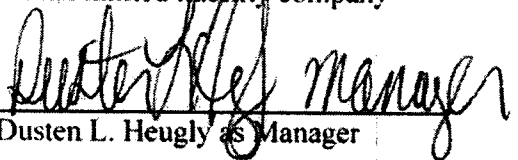

Dusten L. Heugly as Manager

EXHIBIT "A"

Description of the Leased Items

Land:

Commencing 4455 feet North from the Southwest Corner of Section 10, Township 6 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 825 feet to the Northwest corner of said Section 10; thence East 2640 feet; thence South 1155 feet to property deeded to WIK, L.C. by Warranty Deed recorded December 15, 1998 as Entry No. 130613 in Book 4900 and Page 620; thence West 2640 feet; thence North 330 feet to the point of beginning.

Tax Parcel No.: 59:010:0007

Property Address: 4799 Clay Pit Road, Saratoga Springs, Utah 84045

Equipment:

1. 2017 Caterpillar 972 Loader
2. 2005 Terex Jaw Crusher
3. 1985 Freightliner Water Truck
4. 2014 Caterpillar 982 Loader
5. John Deere 672 Grader
6. Caterpillar D8 Dozer
7. 2012 Metso Crusher