

P27
L10

DOC # 20060011389

Agreement Page 1 of 24
Russell Shirts Washington County Recorder
3/31/06 10:04 AM Fee \$ 66.00 By DURHAM JONES & PINEGAR



When recorded, return to:

Cholla Ridge, LLC
Attn: Casey Craig
320 South Jones
Las Vegas, NV 89107

ACCESS, ROADWAY, AND EASEMENT AGREEMENT

THIS AGREEMENT is made by and between Cholla Ridge, LLC, a Nevada limited liability company ("**Cholla Ridge**") and Interstate Rock Products, Inc., a Utah corporation ("**Interstate Rock**").

RECITALS

A. Cholla Ridge is the owner of certain real property (hereafter, the "**Cholla Ridge Property**") located in the City of Toquerville, Washington County, Utah, which consists of approximately 184 acres, and is more particularly described on Exhibit C. Cholla Ridge is in the process of developing the Cholla Ridge Property into a residential development to be known as Trail Ridge Estates. The current master plan for Trail Ridge Estates is attached hereto as Exhibit A (hereafter "**Master Plan**").

B. Interstate Rock is the owner of certain real property (hereafter, the "**Interstate Rock Property**") located in the City of LaVerkin, Washington County, Utah, that is South of Trail Ridge Estates in Exhibit A and is more particularly described on Exhibit D. The Interstate Rock Property is currently being used and operated as a gravel extraction mine. However, Interstate Rock intends to, at a future time, develop the Interstate Rock Property as a residential subdivision.

C. The parties have previously entered into an agreement, with an effective date of February 6, 2006, which is attached hereto as Exhibit B, and generally outlines the parties' understanding and agreement as to shared access issues. With this Agreement, the parties desire to further define their rights and responsibilities relative to the shared access points.

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:

AGREEMENT

1. **Grant and Description of Easements.**

(a) LaVerkin Main Street Access. Subject to the provisions of this Agreement, Interstate Rock, as grantor, hereby grants to Cholla Ridge, as grantee, and to the agents, customers, invitees, licensees, tenants and employees of Cholla Ridge, and to the future owners, residents, and invitees of the Trail Ridge Estates, a nonexclusive roadway easement

over, across, and through the Interstate Rock Property at the point identified on the Master Plan at the south end of Phase 3, which connects to LaVerkin Main Street, for the purpose of ingress and egress of vehicular and pedestrian traffic to and from the Cholla Ridge Property to Main Street in the City of LaVerkin (hereafter, "***LaVerkin Main Street Access***"). The LaVerkin Main Street Access is subject to the following:

(i) Until such time as Cholla Ridge has, in accordance with the Master Plan, platted and recorded its 151st lot, the LaVerkin Main Street Access shall be a 24 foot wide, two lane roadway, improved with a surface of gravel, and used exclusively for ingress and egress of vehicular and pedestrian traffic on an emergency basis. An "emergency basis" shall mean one in which there are no other means of vehicular access to the Cholla Ridge Property. Notwithstanding this limitation on use, the LaVerkin Main Street Access shall remain open at all times and shall not be blocked, gated, barricaded, or otherwise inhibited by any improvement or barrier which would bar the reasonable and convenient passage of pedestrian and vehicular traffic through the LaVerkin Main Street Access; *provided, however*, that either may post appropriate signage to indicate that the roadway is an emergency access only.

(ii) Upon the platting and recording of its 151st lot in Trail Ridge Estates, the LaVerkin Main Street Access shall be expanded to a 32 foot wide roadway, which shall be paved and improved. Once paved and improved, the LaVerkin Main Street Access shall be open for vehicular and pedestrian traffic, regardless of whether or not other means of access to the Cholla Ridge Property exists. In addition, any signage in place regarding the emergency nature of the easement shall be removed. Furthermore, once improved, the parties shall use their best efforts to dedicate the LaVerkin Main Street Access to the City of LaVerkin as an extension of Main Street. In the event the City of LaVerkin refuses to accept such dedication, the parties shall continue to maintain the LaVerkin Main Street Access in accordance with this Agreement.

(b) Additional Future Points of Public Access. The parties agree that to ensure successful development of both properties as residential developments, there should be connectivity between the same in the form of shared access points and multiple points of ingress and egress. These future points of access are identified as the following and can be located on the Master Plan:

(i) Grand Canyon Boulevard Access. At the point identified on the Master Plan to the west of the LaVerkin Main Street Access where Grand Canyon Boulevard intersects with Golden Spike Road as indicated on the Master Plan as "PERM. ACCESS" ("***Grand Canyon Boulevard Access***").

(ii) LaVerkin Creek Bridge Access. At the point identified on the Master Plan to the northeast of the future bridge as indicated on the Master Plan as "Future Road to IRP" ("***LaVerkin Creek Bridge Access***").

(iii) Grand Teton Street Access. At the point identified on the Master Plan lying in between the LaVerkin Creek Bridge Access and the Grand Canyon Boulevard Access ("*Grand Teton St., Access*").

2. **Limitations on use of future public accesses.** The access points identified and described in Section 1(b) herein are subject to the following:

(a) Each such access will not be available until such time as Interstate Rock has recorded the plat for the residential subdivision on the Interstate Rock Property and performed roadway improvements within the development.

(b) Each such easement and access will not be available should Interstate Rock in the course of planning its residential development determine it will be keeping the roads private.

(c) Interstate Rock may dedicate any such access area to the City of LaVerkin as a public street and, to the extent any such access area lies on the Cholla Ridge Property, Cholla Ridge may dedicate the same to the City of Toquerville as a public street in accordance with any development agreement Cholla Ridge may have or enter into with the City of Toquerville.

3. **Grant of Easements and Future Public Accesses to Interstate Rock Property.** All easements and future public accesses granted by Interstate Rock herein shall be reciprocal to the owners, residents, and invitees of the residential subdivision to be developed by Interstate Rock on the Interstate Rock Property.

4. **Limitations on Use.** The use of any easement or future access by a grantee hereunder shall not unreasonably obstruct or endanger the grantor's operations or facilities, or interfere with the grantor's use thereof.

5. **Costs of Improvement.** The cost of improving and otherwise creating the easement granted herein, including but not limited to the costs of construction, excavation, engineering, surveying, materials, and labor, shall be borne by each party in proportion to the benefit each party derives from the easement at issue. For example, if a particular easement will be used exclusively by lot owners in Trail Ridge Estates, then Cholla Ridge shall be responsible for 100% of the cost of improving that easement. In the event the parties cannot mutually agree on the proportion of benefit to each property, then each party will pay fifty percent (50%) of the costs associated with improving the particular easement at issue.

6. **Performance of the Improvements; Payment.** The parties shall mutually agree on who will perform or otherwise contract for the performance of the improvements herein. If the parties cannot agree on who will perform such improvements, then either party, with notice to the other, may perform the improvements and obtain reimbursement from the other party as provided herein. In the event that the costs of any portion of the improvements which are made is to be shared by the parties in accordance with Section 5, then the party performing the improvements shall present a breakdown of the actual costs of such improvements within a

reasonable time of completion of the same and the other party shall pay its proportion of such improvements within ninety (90) days after presentment.

7. **Maintenance.** Except as otherwise specifically provided for herein, the following maintenance standards and requirements shall govern each easement granted herein:

(a) **Standards.** Each party hereto, as a grantor, shall maintain those portions of any easement or future public access granted herein which is located on its property in good condition and repair. The maintenance is to include, without limitation, the following:

- (i) Maintaining the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use, and durability;
- (ii) Removing all papers, ice, snow, mud, sand, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;
- (iii) Placing, keeping in repair and replacing any necessary appropriate directional signs, markers and lines; and
- (iv) Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required.

In the event the party responsible for maintenance fails or otherwise refuses to maintain such easements or access, then the other party may do so and shall receive reimbursement from the other party for the expenses of such maintenance.

(b) **Expenses.** Each party shall pay and be solely responsible for the maintenance expense of any easement granted herein which is located on its property; provided, however, that the expenses for maintenance of the LaVerkin Main Street Access shall be borne in the same manner as costs of improvement set forth in **Section 5**.

8. **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 Interstate Rock Property or the Cholla Ridge 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 person whose title is acquired by judicial foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise. If either party transfers its property, as the case may be, the transferee shall automatically be deemed to have assumed and agreed to be personally bound by the covenants and agreements of such party contained in this Agreement.

9. **Conveyance to Homeowner Associations.** Either party hereto may convey all of its right, title, interest, and responsibilities hereunder to one or more homeowner associations which are responsible for the ownership, maintenance, or upkeep of any common area located

within any residential development located or to be located on either property.

10. **Utility and Service Easements.** The parties shall cooperate in the granting of appropriate and proper easements across their respective properties for the installation, repair and replacement of storm drains, sewers, utilities and other proper services necessary for the orderly development and operation of their respective properties.

11. **Police, Fire, and Ambulance Service.** Nothing in this Agreement shall prohibit either party from granting to any municipality or government entity the right to use any easement created herein for the purpose of providing police, fire protection, ambulance, or similar emergency services to any property covered by this Agreement. The grant of such use may be in the form of a separate agreement, by notation on a plat, or as otherwise may be required by the municipal or government entity requiring such access.

12. **Duration.** The easements and each right-of-way, easement, covenant and restriction set forth in this Agreement shall be perpetual unless Utah law limits the time period. Then the easements and each right-of-way, set forth in this Agreement shall run with and bind the land for a term of twenty (20) years from the date of this Agreement after which time said covenants shall be automatically extended for successive periods of ten (10) years. In the event any particular easement created by this Agreement is dedicated to either the City of LaVerkin or the City of Toquerville, then this Agreement shall terminate as to that particular easement and it shall be subject, in all respects, to the regulation of the municipality.

13. **Breach; Attorney Fees.** In the event of breach or threatened breach of this Agreement, the non-defaulting party shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach. The defaulting party under this Agreement shall pay all costs and expenses, including reasonable attorney fees, incurred by the non-defaulting party in any action brought under this Agreement.

14. **Governing Law; Choice of Forum.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. Any action brought to enforce or interpret this Agreement shall be brought in the United States District Court for the District of Utah or in the Fifth Judicial District Court in and for Washington County, State of Utah.

15. **No Waiver.** The failure of any party hereto to exercise any right, power, or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a waiver by such party of its right to exercise any such or other right, power, or remedy or to demand such compliance.

16. **Severability.** If any term of this Agreement or its application in any circumstance is found to be illegal, unlawful or unenforceable, the remaining terms and provisions shall not be affected thereby and shall remain in full force and effect.

17. **Further Assurances.** At any time and from time to time after the execution of this Agreement, the parties shall cooperate with each other to execute and deliver any other documents, instruments of transfer or assignment, and do all further acts and things as may reasonably be required to carry out the intent of the parties under this Agreement.

18. **Authority.** The execution and delivery of this Agreement, and the performance by the each party of its obligations contained herein, have been duly approved by the each parties board of directors, or are otherwise authorized by each party's organizational documents.

19. **Notices.** Any notice required to be given under this Agreement shall be served personally or shall be mailed by registered or certified mail to the addresses specified below unless either party, by written notice, provides a different address for delivery of notices, in which case such notice shall be addressed to such different address:

If to Cholla Ridge:

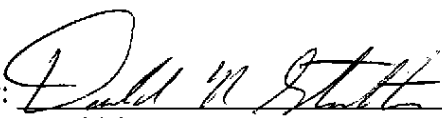
Cholla Ridge, LLC
c/o Casey Craig
320 South Jones
Las Vegas, NV 89107

If to Interstate Rock:

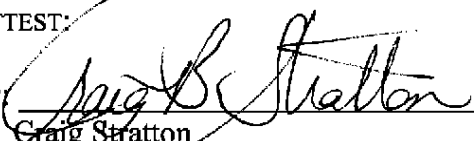
Interstate Rock Products, Inc.,
42 South 850 West, Suite 201
Hurricane, UT 84737

20. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document. This Agreement supercedes and replaces the agreement attached hereto as Exhibit B.

INTERSTATE ROCK PRODUCTS, INC.,
a Utah corporation


By: 
Donald Stratton
Its: President

Date: 3/23/06

ATTEST:
By: 
Craig Stratton
Its: Secretary

Date: 3/23/06

CHOLLA RIDGE, LLC,
a Nevada limited liability company

By: 
Casey Craig
Its: Manager

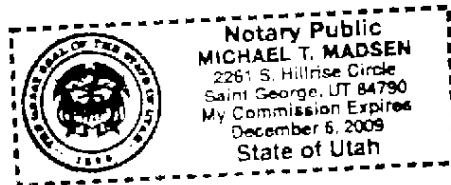
Date: 3/23/06

STATE OF UTAH)
)
) SS.
)
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 23 day of March, 2006,
by Donald Stratton, the President of **INTERSTATE ROCK PRODUCTS, INC.**, a Utah corporation.

Michael J. Madsen
Notary Public

STATE OF UTAH)
)
) SS.
)
COUNTY OF WASHINGTON)



The foregoing instrument was acknowledged before me this 23 day of March, 2006,
by Casey Craig, a Manager of **CHOLLA RIDGE, LLC**, a Nevada limited liability company.

Michael J. Madsen
Notary Public

N:\SGDOCS\BPATTISON\Craig 41950\Interstate Rock\Easment Agmt v3 032206.doc

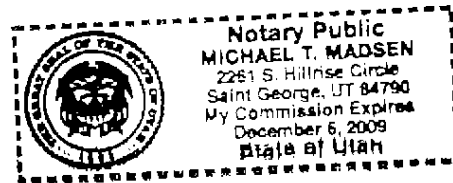


EXHIBIT A
(Trail Ridge Estates Master Plan)

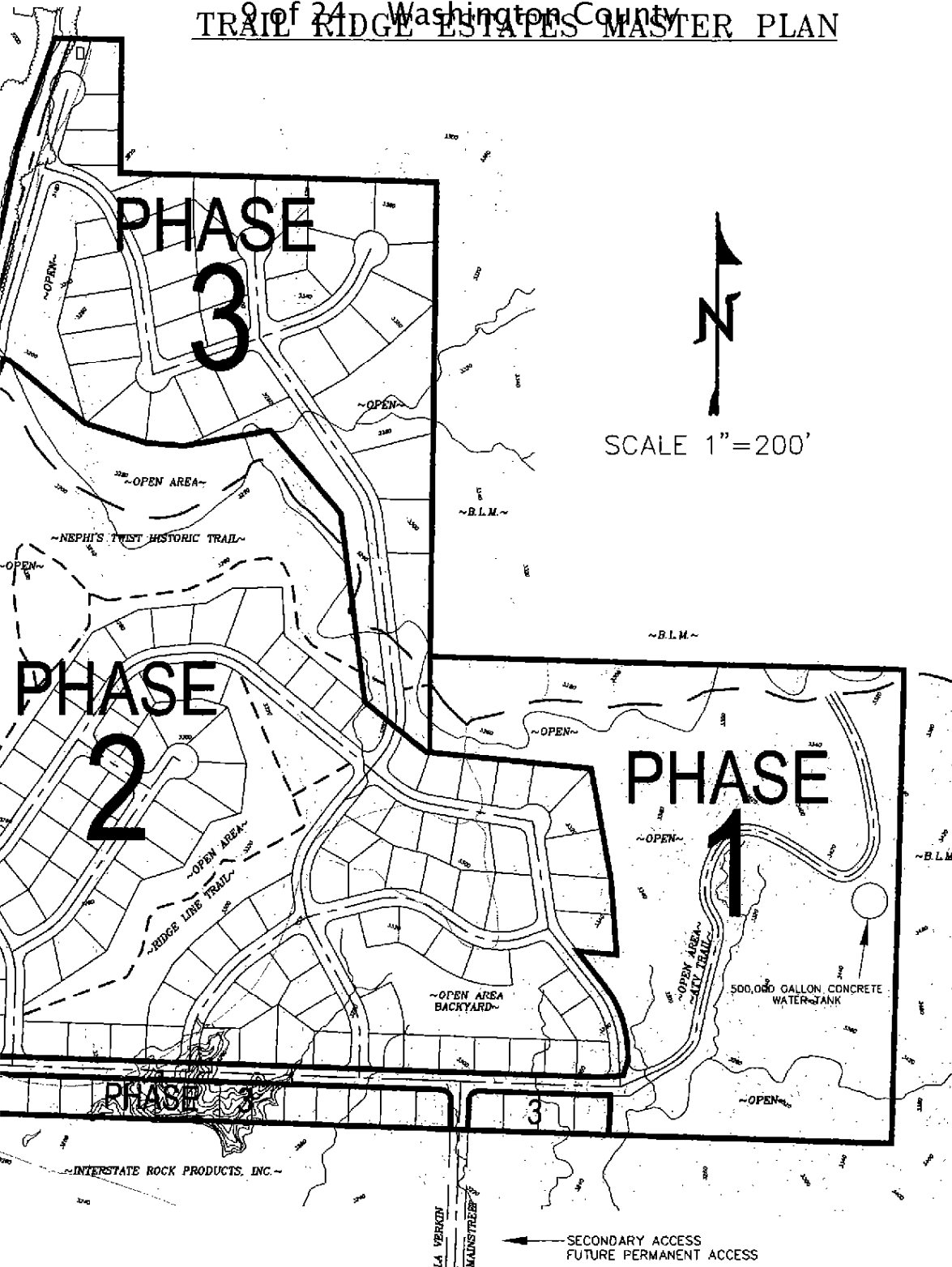
9 of 24 Washington County
TRAIL RIDGE ESTATES MASTER PLAN

PVE USE ONLY

PLOT SCALE: 1"=200'

FILE NAME:
 existing-features-topo.dwg

PROJECT NO: 0502



**TRAIL RIDGE ESTATES
 MASTER PLANNED DEVELOPMENT PLAN**

ProValue Engineering
 1381 South 325 West, Hurricane, UT 84737
 TEL: (435) 635-3486 FAX: (435) 635-3486

TOOUERVILLE CITY
 I EXAMINED THIS
 THE REQUIREMENTS OF
 RDINANCES AND IS HEREBY
 DAY OF

CERTIFICATE OF ACCEPTANCE
 I, _____ MAYOR OF TOOUERVILLE
 CITY, DO HEREBY CERTIFY THAT THIS SUBDIVISION PLAT
 HAS BEEN APPROVED BY THE CITY COUNCIL AND IS
 HEREBY ORDERED FILED FOR RECORD IN THE OFFICE OF
 THE IRON COUNTY RECORDER ON THIS THE _____ DAY
 OF _____ 20____

ACKNOWLEDGEMENT
 STATE OF UTAH
 COUNTY OF _____

ON THIS THE _____ DAY OF _____ 20____, PERSONALLY
 APPEARED BEFORE ME, WHO BEING BY ME DULY SWORN, DID SAY, THAT
 THEY ARE THE MANAGERS OF SAGE CAPITAL LLC, A LIMITED LIABILITY
 COMPANY AND THAT THE WITHIN AND FOREGOING INSTRUMENT WAS SIGNED
 IN BEHALF OF LIMITED LIABILITY COMPANY BY AUTHORITY OF ITS
 OPERATING AGREEMENT AND THE SAID ACKNOWLEDGED TO ME THAT SAID
 LIMITED LIABILITY COMPANY EXECUTED THE SAME.

 CITY ATTORNEY

ATTEST:

 CITY RECORDER

RESIDING IN _____ COUNTY, UTAH
 MY COMMISSION EXPIRES _____

 NOTARY PUBLIC

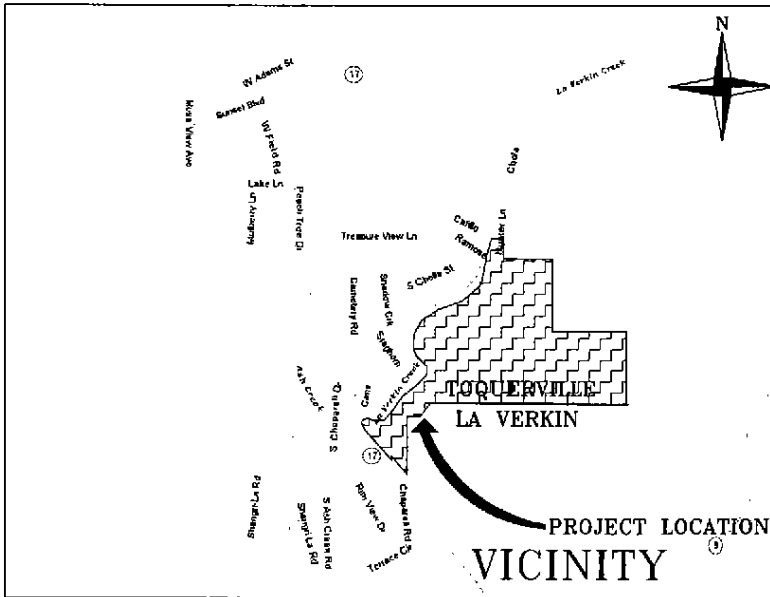
WASHINGTON
 WAS FILED

PLANNING COMMISSION APPROVAL
 I, _____ CHAIRPERSON OF THE
 TOOUERVILLE CITY PLANNING COMMISSION, DO HEREBY
 CERTIFY THAT THIS SUBDIVISION PLAT, HAS BEEN
 APPROVED BY SAID COMMISSION ON THIS THE _____
 DAY OF _____ 20____

 CHAIRPERSON

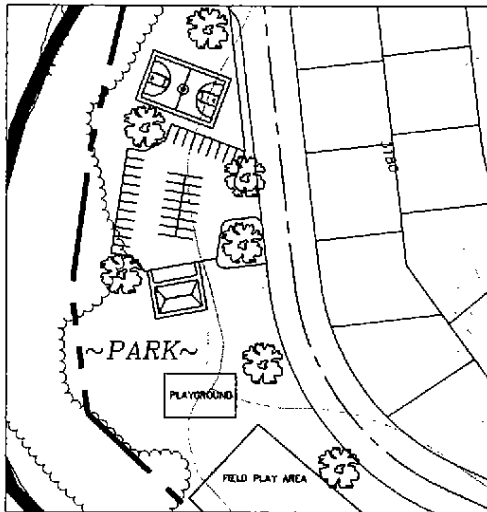


DESIGNED KBR	CHECKED KBR	DRAWN KBR
SCALE: 1"=200'		DATE: 2-17-06
SHEET NO. 1 of 3		DRAWING NO. MPD1



AVERAGE LOT SIZE:

13,552 Square Feet
 0.31 Acres per Lot



TOTALS:

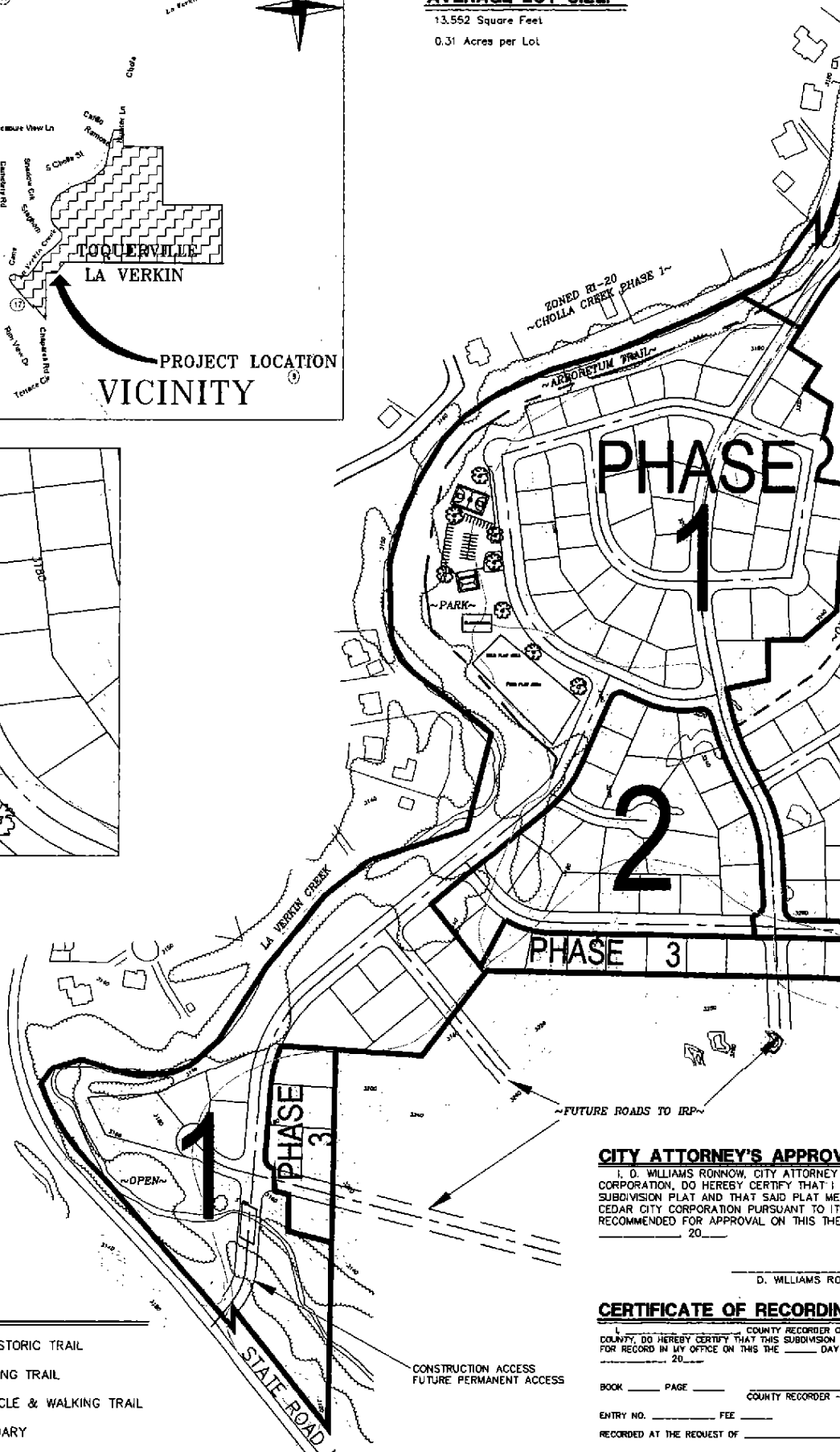
Property = 184.36 acres
 ROADS = 26.72 acres = 14.5% of Property
 LOTS = 77.78 acres = 42.2% of Property
 OPEN/PARKS = 79.86 acres = 43.3% of Property
 TRAILS = 2.50 miles
 TOTAL LOTS = 250

NOTES:

PROPOSED NAME: TRAIL RIDGE CSTATES
 THEME: LONG TERM FAMILY NEIGHBORHOOD WITH INVITING OUTDOOR AMENITIES TO SOLIDIFY A SENCE OF COMMUNITY.
 PROPERTY OWNER: CHOLLA RIDGE, L.L.C. & First Street Properties, L.L.C.
 DEVELOPER: CHOLLA RIDGE, L.L.C.
 ACREAGE: 184.36 Acres
 ALL PARKS AND TRAILS WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION AT INTERVALS APPROPRIATE TO THEIR DESIGNATION.
 TAX ID #s: T-107-B-1, T-3-1-12-3300, T-3-1-13-4000 T-158-A, T-163-M, T163-N

LEGEND

- NEPHI'S TWIST HISTORIC TRAIL
- RIDGE LINE WALKING TRAIL
- ARBORETUM BICYCLE & WALKING TRAIL
- PROPERTY BOUNDARY



CITY ATTORNEY'S APPROV

I, D. WILLIAMS RONNOW, CITY ATTORNEY CORPORATION, DO HEREBY CERTIFY THAT I I SUBDIVISION PLAT AND THAT SAID PLAT MEE CEDAR CITY CORPORATION PURSUANT TO ITS RECOMMENDED FOR APPROVAL ON THIS THE 20

D. WILLIAMS ROI

CERTIFICATE OF RECORDIN

COUNTY RECORDER OF COUNTY, DO HEREBY CERTIFY THAT THIS SUBDIVISION I FOR RECORD IN MY OFFICE ON THIS THE DAY 20

BOOK PAGE COUNTY RECORDER -
 ENTRY NO. FEE
 RECORDED AT THE REQUEST OF

CONSTRUCTION ACCESS
 FUTURE PERMANENT ACCESS

TOTALS
 Property = 184.36 acres

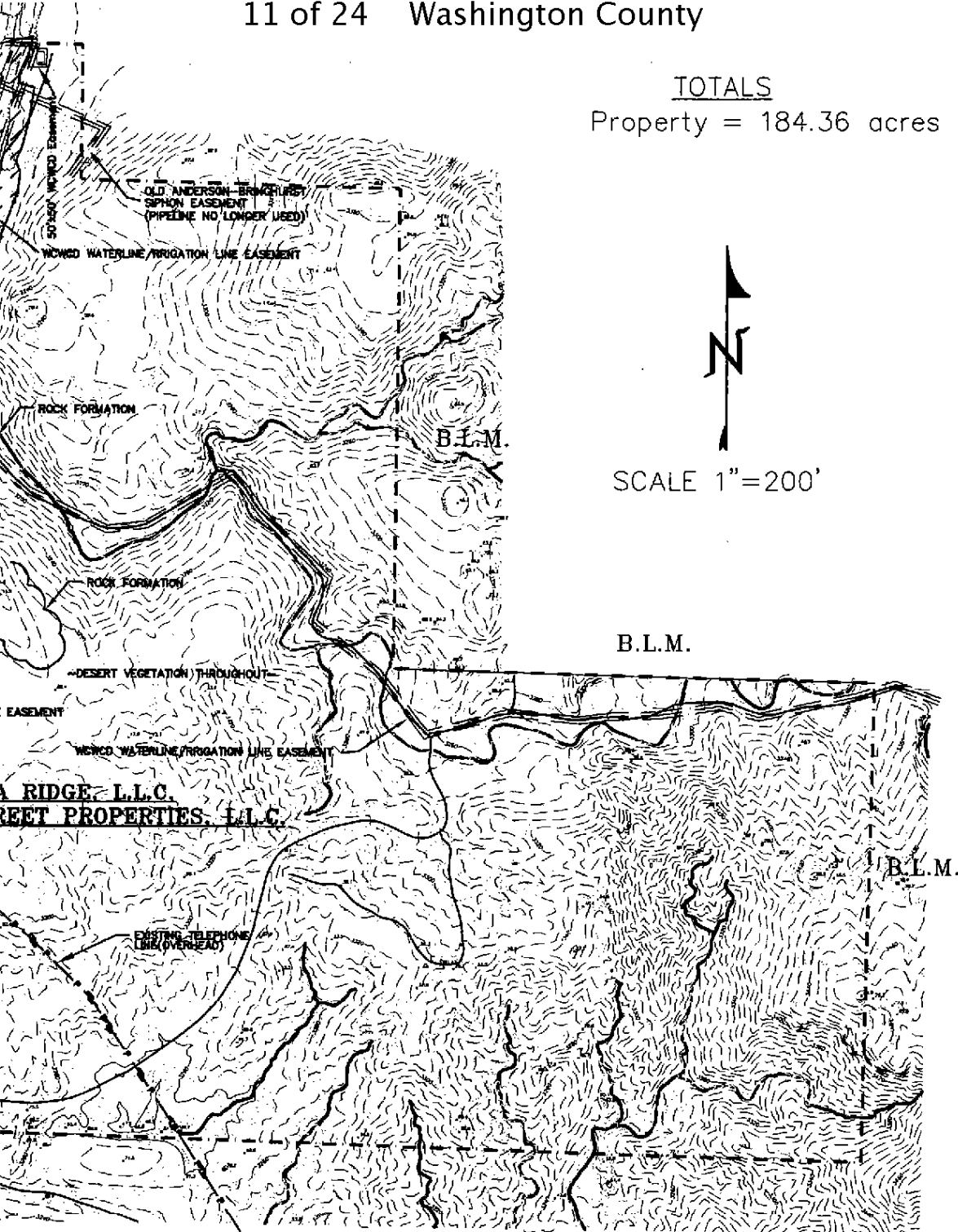
PVE USE ONLY

PLOT SCALE: 1"=200'
 FILE NAME:
 existing-features-topo.dwg

PROJECT NO: 0502

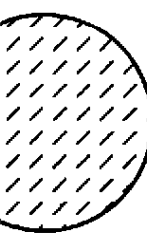
ProValue Engineering
 1381 South 325 West, Hurricane, UT 84737
 TEL: (435) 635-3486 FAX: (435) 635-3486

**TRAIL RIDGE ESTATES
 EXISTING TOPO MAP**

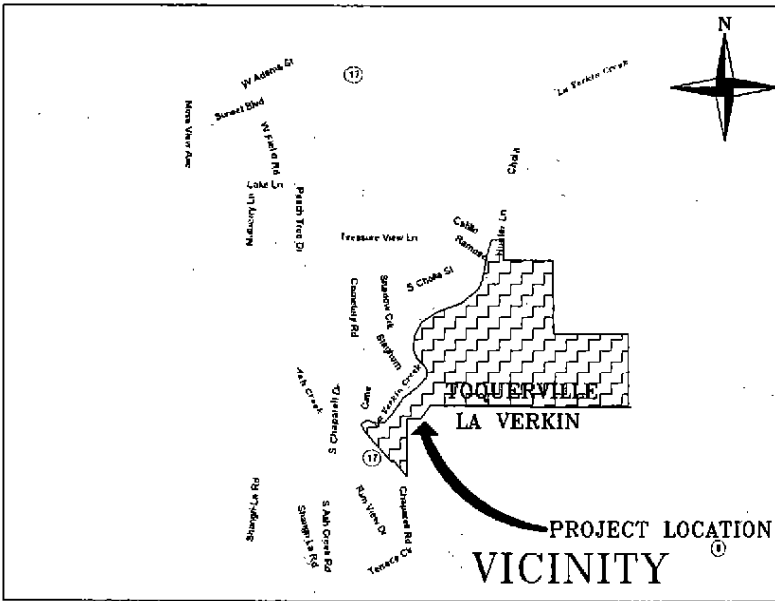


LEGEND

- EASEMENTS ————
- EXISTING PHONE LINE ————
- ROADS/TRAILS ————
- DRAINAGES ————
- 2' CONTOURS ————
- 10' CONTOURS ————
- 100 YEAR FLOOD PLAIN ————
- PROPERTY LINE ————



DESIGNED KBR	CHECKED KBR	DRAWN KBR
SCALE: 1"=200'		DATE: 2-17-06
SHEET NO. 2 of 3		DRAWING NO. MPD2



THEME: Long term Family Neighborhood with inviting outdoor amenities to solidify a sense of community.

PROPOSED NAME: TRAIL RIDGE ESTATES

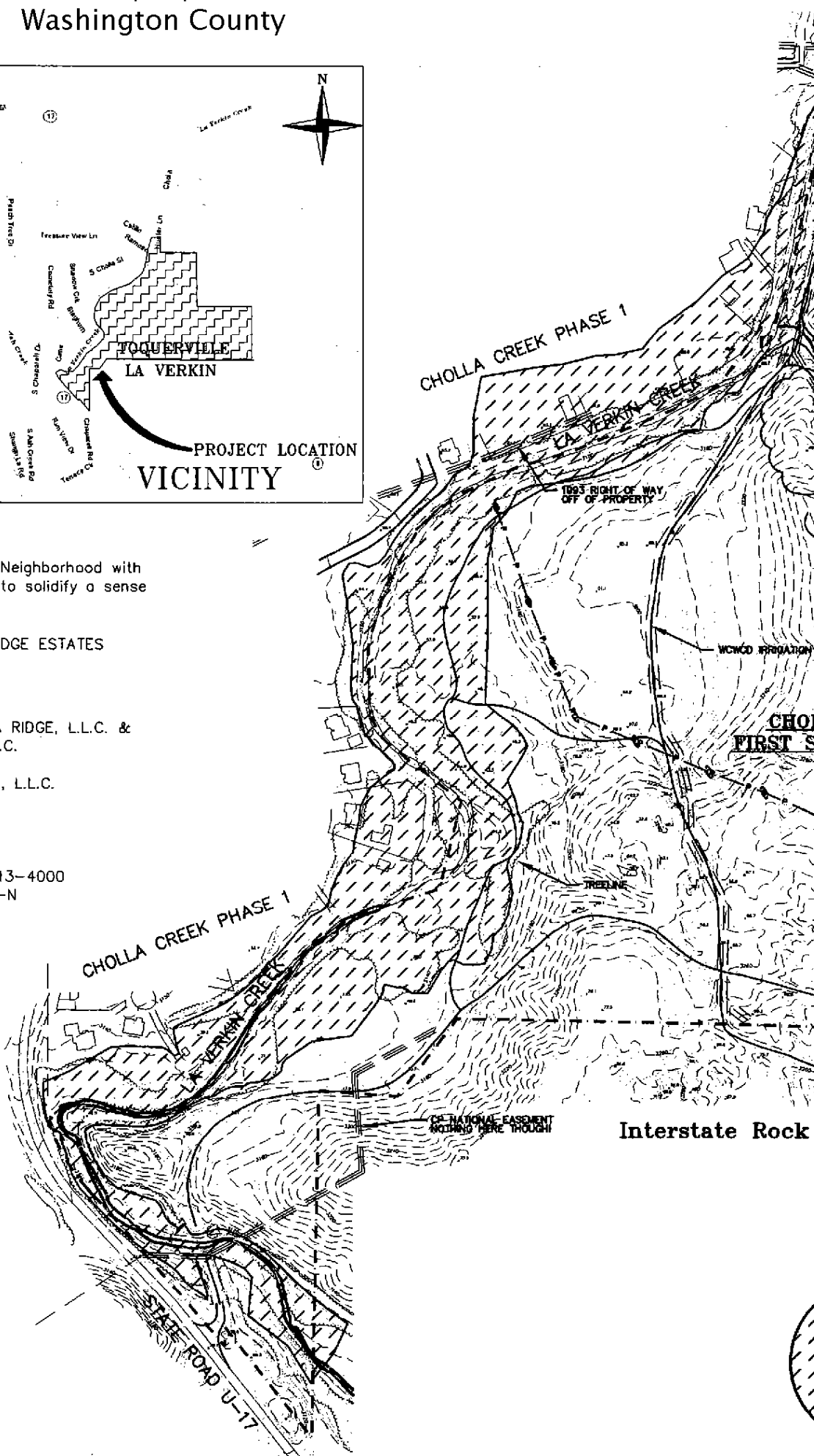
DATE: FEBRUARY 16, 2006

PROPERTY OWNER: CHOLLA RIDGE, L.L.C. & First Street Properties, L.L.C.

DEVELOPER: CHOLLA RIDGE, L.L.C.

ACREAGE: 184.36 Acres

TAX ID #'s: T-107-B-1,
T-3-1-12-3300, T-3-1-13-4000
T-158-A, T-163-M, T163-N



PVE USE ONLY

PLOT SCALE: 1"=1'

FILE NAME:
toq-aerial.dwg

PROJECT NO: 0502

ProValue Engineering
1381 South 325 West, Hurricane, UT 84737
TEL: (435) 635-3486 FAX: (435) 635-3486

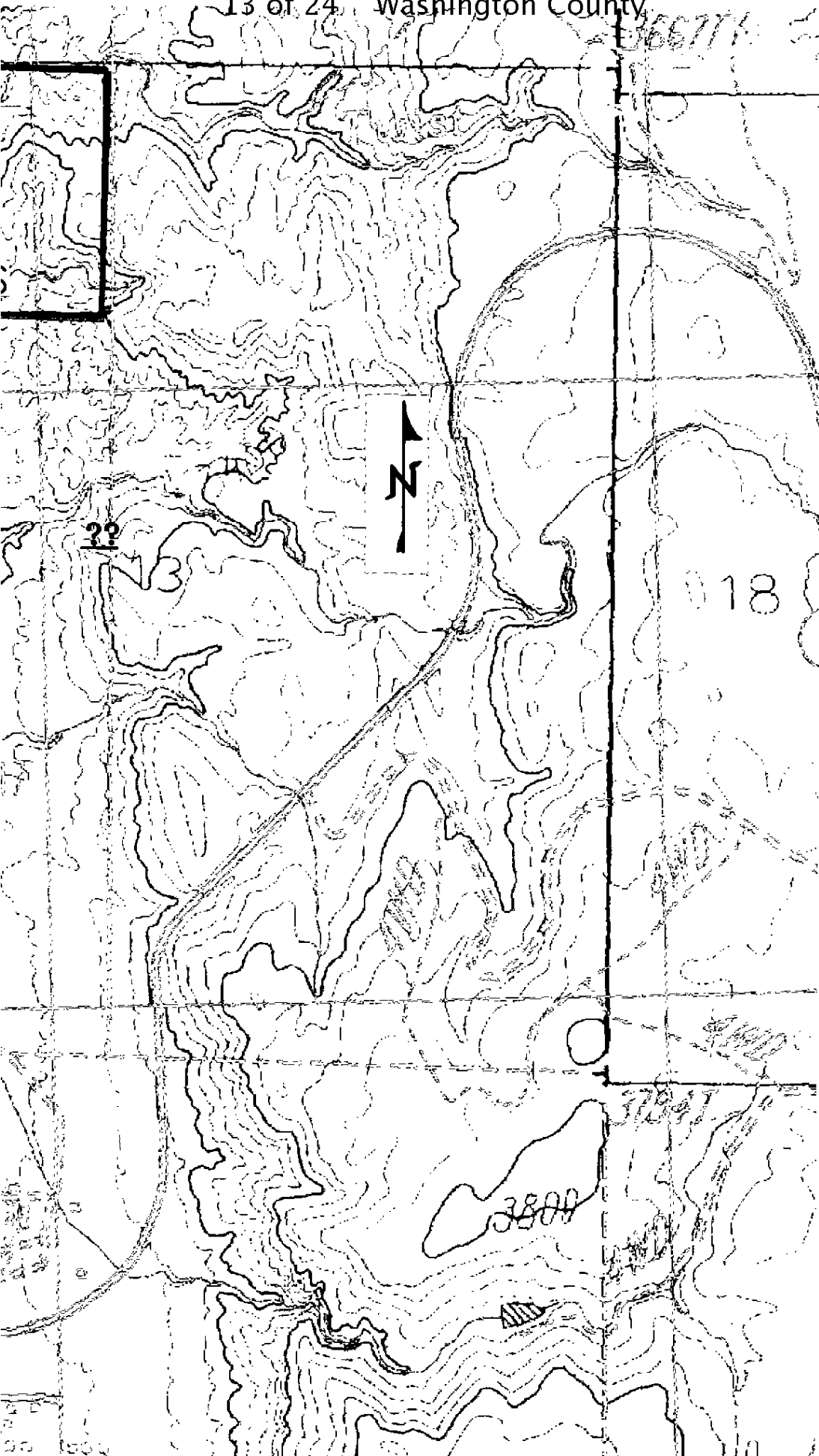
**TRAIL RIDGE ESTATES
MAIN INGRESS/EGRESS PLAN**



DESIGNED KBR	CHECKED KBR	DRAWN KBR
-----------------	----------------	--------------

SCALE: 1"=1,000' DATE:
2-17-06

SHEET NO. 3 of 3	DRAWING NO. MPD3
---------------------	---------------------



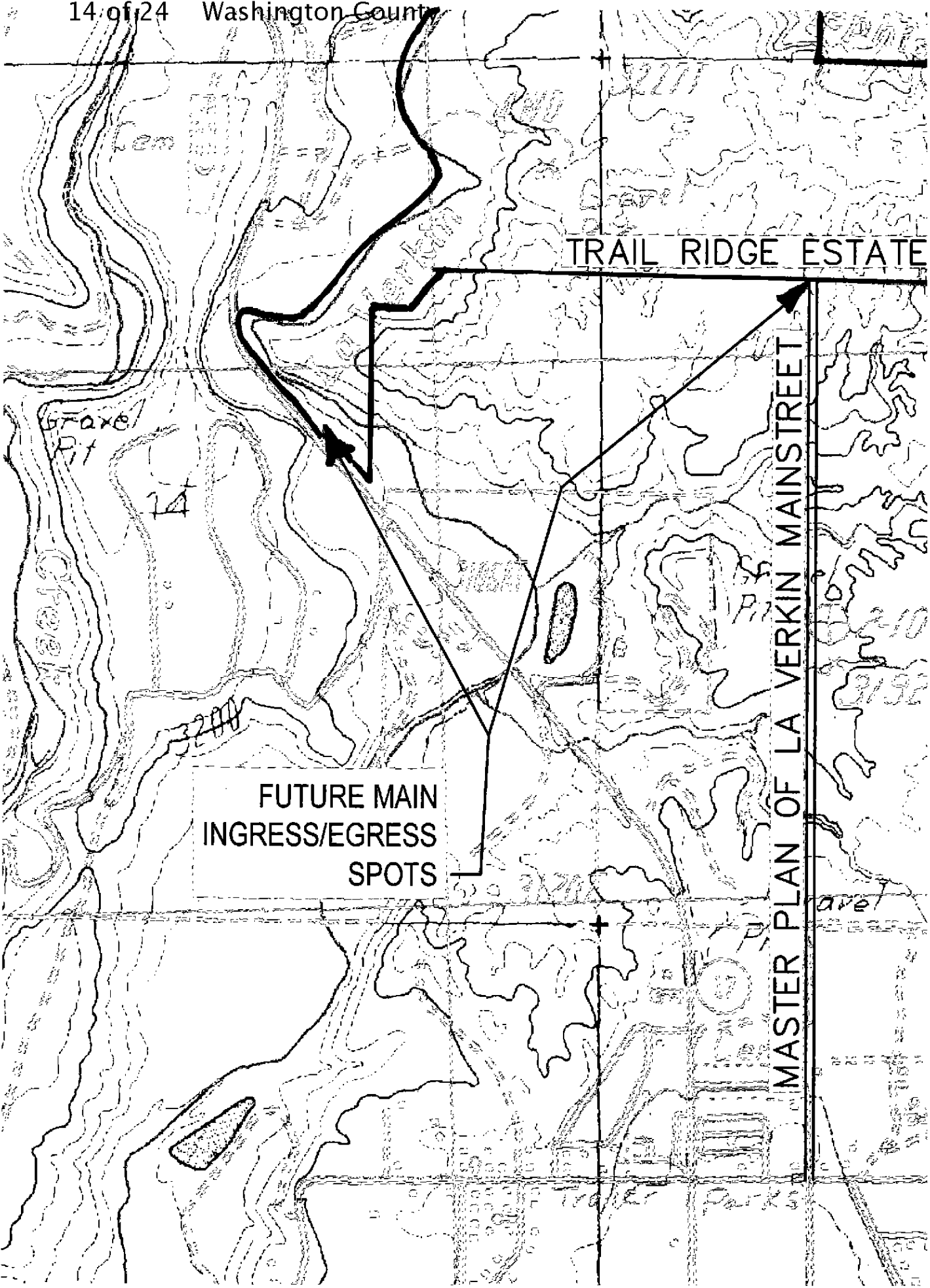


EXHIBIT B
(Agreement dated February 6th, 2006)

AGREEMENT
EFFECTIVE DATE FEBRUARY 6, 2006

Whereas Cholla Ridge, LLC, ("CR") is in the process of developing approximately 184 residential acres located in Toquerville, Utah which will be known as Trail Ridge Estates, (the "Estates").

CR shares its South border with property upon which Interstate Rock Products, Inc., and its principals, ("IR") own and operate a gravel extraction mine located in LaVerkin, Utah. It is the intention of Interstate Rock and its principals to some day reclaim their property and also develop a residential neighborhood.

In order to insure successful development for both CR and IR they desire to design there residential projects such that there is connectivity between the two. Both developments will have multiple points of ingress and egress. This also helps that future elevations will be uniform and in harmony.

At a minimum the parties agree there will be four shared drives. One located where Main Street LaVerkin will be crossing IR's Property. One to the West of Main Street LaVerkin. Two others located further West down by LaVerkin Creek. (See attached Map for clarification)

CR recognizes its timetable for development is accelerated in relation to IR. IR does not want and won't allow free flowing traffic on its property until physical improvements have been made and the gravel extraction operation is properly buffered.

IR agrees to make future Main Street LaVerkin accessible to Estates residents as a dirt road on an emergency basis only. Emergency basis is defined as all other public access to the CR property is closed or un-traversable. The other three shared access points will not be available to Estates residents until such time as IR has completed its residential improvements. These shared points may or may not come on line at the same time.

Should either party transfer title of their land to another party this document will remain in force.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the Effective Date.

Donald N. Stratton

Donald Stratton - Interstate Rock Products, Inc., President

Craig B. Stratton

Craig Stratton - Interstate Rock Products, Inc., Secretary

Casey Craig

Casey Craig - Cholla Ridge, LLC Manager

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

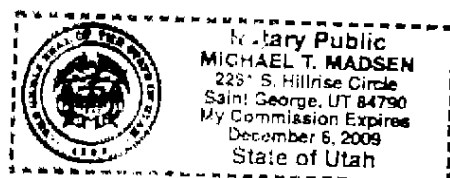
This instrument was acknowledged before me on Feb 9, _____ 2006 by:

Donald N. Stratton

Craig B. Stratton

Casey Craig

Michael T. Madsen
NOTARY PUBLIC



0.32 Acres per Lot

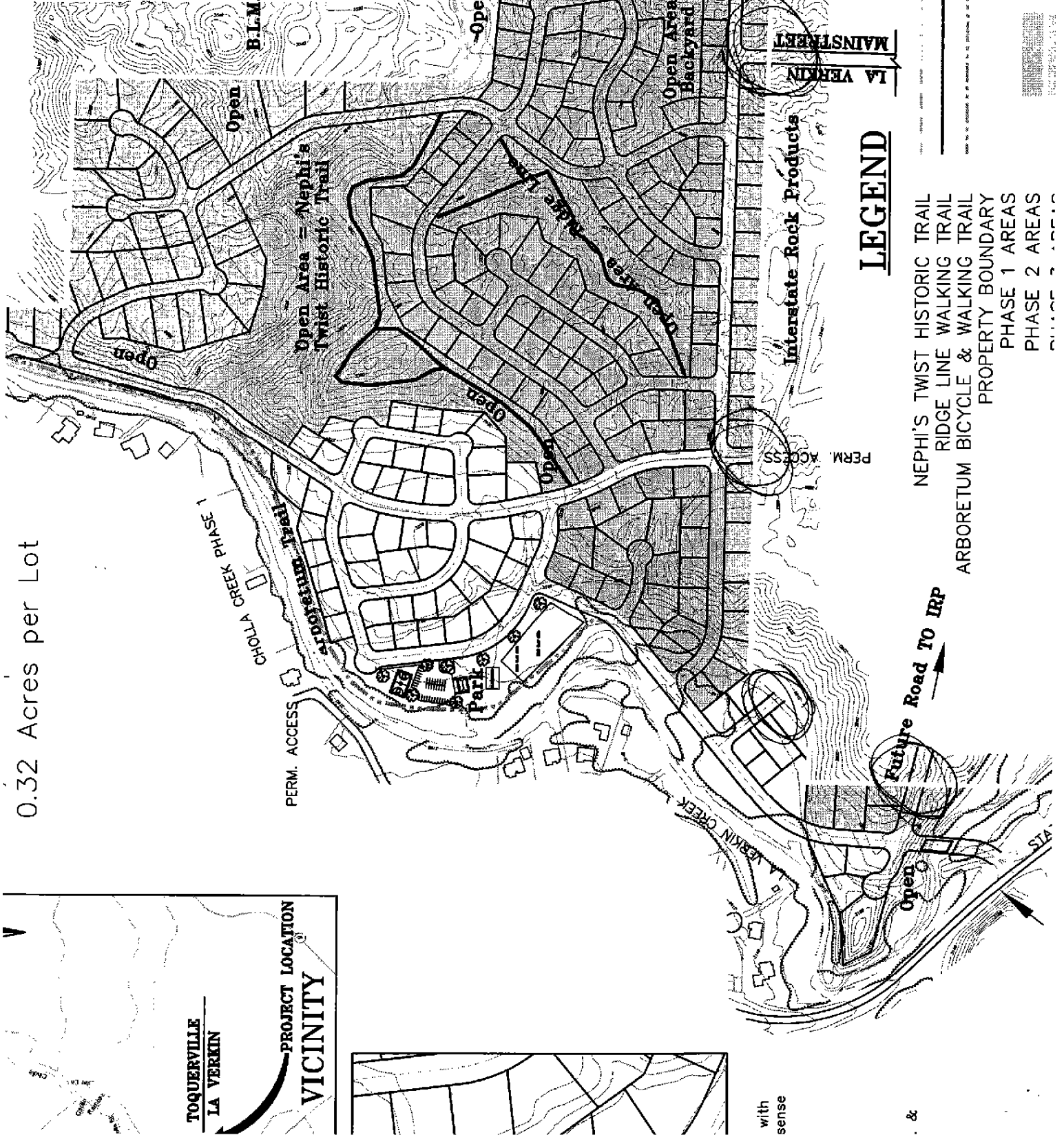
K000S = 20.1/2 ACR
Lots = 77.44 acre;
Open/Parks = 80.2
Trails = 2.42 miles
Total Lots = 248

20060011389 03/31/2006 10:04 AM
18 of 24 Washington County



SCALE 1"=500'

B.L.M.



LEGEND

- NEPHI'S TWIST HISTORIC TRAIL
- RIDGE LINE WALKING TRAIL
- ARBORETUM BICYCLE & WALKING TRAIL
- PROPERTY BOUNDARY
- PHASE 1 AREAS
- PHASE 2 AREAS

OPEN TO 4 WHEEL
FROM 9 AM TO 8

TOQUERVILLE
LA VERKIN

PROJECT LOCATION
VICINITY

with
sense

&



DATE: 03/31/2006 10:04 AM BY: [unreadable]

EXHIBIT C
(Legal Description for Cholla Ridge Property)

Parcel I.D. Nos.: T-107-B-1; T-3-1-12-33001; T-3-1-13-40001; T-158-A; T-163-M; T-163-N

PARCEL 1:

BEGINNING at a point 17.50 chains West from the Northeast Corner of Section 14, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence South 18° West 19 chains; thence North $53^{\circ}10'$ East 8 chains; thence North 9° East 6.6 chains; thence North 18° West 3 chains; thence North 10° West 4 chains to the Point of Beginning.

BEGINNING at a point 17.50 chains West from the Northeast Corner of Section 14, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence South $18^{\circ}00'$ West 19 chains; thence South $81^{\circ}00'$ West 9 chains; thence North 20 chains; thence East to the Place of Beginning. (T-158)

SUBJECT TO AND TOGETHER WITH that certain 16.50 foot right of way as more fully set forth in Book 709, at Page 753 of Official Records.

LESS AND EXCEPTING THEREFROM all of CHOLLA CREEK PLANNED UNIT DEVELOPMENT PHASE 1 AMENDED AND EXTENDED.

ALSO LESS AND EXCEPTING THEREFROM THE ABOVE DESCRIBED LAND THE FOLLOWING:

All of the Northwest Quarter of the Northeast Quarter of Section 14, Township 41 South, Range 13 West, Salt Lake Base and Meridian, which lies West of Highway U-17.

PARCEL 2:

BEGINNING at the Northeast Corner of Section 14, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence South along the Section Line 1320 feet; thence West 900 feet; thence South $36^{\circ}25'00''$ West, 300 feet; thence North $86^{\circ}36'00''$ West, 242.50 feet; thence South 1058 feet; thence North $39^{\circ}14'00''$ West, 996.00 feet; thence North 514 feet; thence West to a point on the Easterly Line of the State Highway; thence North 42° West along the Easterly Line of said State Highway 1 chain; thence North 81° East 7 chains; thence North $53^{\circ}10'$ East 8 chains; thence North 9° East 6.6 chains; thence North 18° West 3 chains; thence North 10° West 4 chains to the North Line of said Section 14; thence Northwesterly to the most Westerly Corner of Lot 1 of JAMES JACKSON'S SURVEY, of the Southeast Quarter of Section 11, Township 41 South, Range 13 West, Salt Lake Base and Meridian, thence Northeasterly along the Lot Line of said Lot 1 to the West Line of the William Bringham Property, identified as Tax ID Number T-106; thence South 4 rods; thence North $71^{\circ}30'$ East 14 rods; thence North 57° East 14 rods; thence North 34° East 14 rods to a point 4 rods South of the Northeast Corner of said Lot 1; thence South along the Section Line to the Point of Beginning.

LESS AND EXCEPTING any portion lying within Parcel 1 described herein.

ALSO LESS AND EXCEPTING from the herein described parcels of land the following:

All of CHOLLA CREEK PLANNED UNIT DEVELOPMENT PHASE I AMENDED AND EXTENDED according to the Official Plat thereof, on file in the Office of the County Recorder of Washington County, State of Utah.

PARCEL 3:

BEGINNING at a point which bears North 00°18'39" West, 375.00 feet along the Section Line and South 89°13'22" East 250 feet, more or less, to the centerline of LaVerkin Creek from the Southwest Corner of the Northwest Quarter of the Southwest Quarter of Section 12, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence South 89°13'22" East 203.40 feet; thence South 00°18'39" East 375 feet; thence North 89°13'22" East along the 1/16 Line 511.84 feet; thence South parallel to the West Section Line, a distance of 1320 feet, more or less, to the South Section Line; thence South 1320 feet to the South Line of the Northwest Quarter of the Northwest Quarter of Section 13, Township 41 South, Range 13 West, Salt Lake Base and Meridian, thence West 965.24 feet, more or less, to the Southwest Corner of the Northwest Quarter of the Northwest Quarter of said Section 13; thence North along the Section Line 1320 feet, more or less, to the Northwest Corner of said Section 13; thence North along the West Section Line of Section 12, 1584 feet, more or less to the intersection with the centerline of LaVerkin Creek; thence Northeasterly along the centerline of LaVerkin Creek to the Point of Beginning.

LESS AND EXCEPTING THEREFROM, that portion lying within CHOLLA CREEK PLANNED UNIT DEVELOPMENT PHASE I AMENDED AND EXTENDED.

PARCEL 4:

BEGINNING at the Northeast Corner of the Southwest Quarter of the Southwest Quarter of Section 12, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence South along the 1/16 Line, 1320 feet, more or less, to the Southeast Corner of the Southwest Quarter of the Southwest Quarter of said Section 12; thence East along the North Section Line of Section 13, Township 41 South, Range 13 West, Salt Lake Base and Meridian, a distance of 1320 feet, more or less, to the North Quarter Corner of said Section 13; thence South along the Quarter Section Line, 1320 feet, more or less, to the Southeast Corner of the Northeast Quarter of the Northwest Quarter of said Section 13; thence West 1674.76 feet, more or less, along the 1/16 Section Line, to a point which is 965.24 feet East of the Southwest Quarter of the North Half of the Northwest Quarter of said Section 13; thence North 1320 feet, more or less, parallel with the West Section Line, to the North Line of said Section 13; thence North parallel to the West Section Line of said Section 12; a distance of 1320 feet, more or less, to the North Line of the Southwest Quarter of the Southwest Quarter of said Section 12; thence East along the 1/16 Line 354.76 feet, more or less, to the Point of Beginning.

PARCEL 5:

BEGINNING at a point North 89°40'03" West 630.08 feet and South 00°19'57" West 301.21 feet from the Northeast corner of the Southwest Quarter of the Northeast Quarter of Section 14, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence North 72°00'00" West 93.0 feet; thence South 72°00'00" West 85.0 feet; thence South 34°00'00" West 60.00 feet, more or less, to a point on the Easterly right of way Highway U-17; thence South along the Easterly right of way line along a curve, radius 587.20 feet, 252.0 feet, more or less, to a point on the right of way line; thence South 44°16'51" East along said right of way line 96.82 feet; thence North 00°01'57" East 327.89 feet to the Point of Beginning.

PARCEL 6:

BEGINNING at a point North 39°14'00" West 433 feet from the Southwest corner of the Southeast Quarter of the Northeast Quarter of Section 14, Township 41 South, Range 13 West; thence North 39°14'00" West 563 feet; thence South 0°19'57" West 72.63 feet to a point on the Easterly right of way of U-17; thence Southeast along said right of way line 551.4 feet, more or less, to a point due South of the Point of Beginning; thence North 57.69 feet, more or less, to the Point of Beginning.

EXHIBIT D
(Legal Description for Interstate Rock Property)

Parcel I.D. Nos.: LV-159-A; T-154-A; T-160-A-N; T-3-1-13-3401; T-3-1-13-3420; T-3-1-13-4200

A parcel of land in the West One-Half of Section 13; and the Northeast quarter of Section 14; and the Northwest Quarter of Section 24, all in Township 41 South, Range 13 West, Salt Lake Base and Meridian, further described as follows:

COMMENCING at the South Quarter corner of said Section 13; thence North $00^{\circ}17'51''$ East, 542.42 feet, to the point of beginning; thence North $89^{\circ}43'57''$ West, 866.01 feet; thence North $89^{\circ}45'30''$ West, 170.50 feet; thence South $57^{\circ}54'30''$ West, 441.45 feet; thence South $00^{\circ}13'30''$ West, 255.12 feet; thence South $05^{\circ}38'17''$ West, 14.31 feet; thence South $77^{\circ}30'00''$ West, 521.40 feet; thence South $16^{\circ}17'39''$ West, 157.77 feet; thence North $63^{\circ}15'49''$ West, 101.68 feet to a point on a curve with a radius of 1450 feet and a radial bearing of South $89^{\circ}42'06''$ West, said point being on the Easterly line of State Highway; thence Northwesterly 991.15 feet along the curve of said arc through an angle of $39^{\circ}09'53''$; thence North $39^{\circ}27'48''$ West, 221.43 feet; thence North $17^{\circ}39'33''$ West, 80.77 feet; thence North $29^{\circ}58'17''$ West, 215.21 feet; thence departing said highway, North $00^{\circ}06'25''$ East, 212.40 feet; thence South $88^{\circ}47'16''$ East, 666.12 feet; thence North $00^{\circ}56'33''$ East, 1308.49 feet; thence North $88^{\circ}23'21''$ West, 378.31 feet; thence South $65^{\circ}43'15''$ West, 336.95 feet; thence North $66^{\circ}37'44''$ West, 300.01 feet; thence North $53^{\circ}52'40''$ West, 205.04 feet; thence North $72^{\circ}30'52''$ West, 158.53 feet; thence North $68^{\circ}53'14''$ West, 497.87 feet; thence South $20^{\circ}03'04''$ West, 332.36 feet; thence North $89^{\circ}12'33''$ West, 102.94 feet; thence South $00^{\circ}09'09''$ East, 99.49 feet, to the East Right of Way of State Highway; thence North $39^{\circ}31'35''$ West, 71.75 feet, along said right of way; thence departing said Highway North $00^{\circ}02'31''$ West, 1104.24 feet; thence South $86^{\circ}54'00''$ East, 242.47 feet; thence North $36^{\circ}07'00''$ East, 303.01 feet; thence North $89^{\circ}22'01''$ East, 901.75 feet; thence South $89^{\circ}23'57''$ East, 2673.07 feet to the Center Section line of said Section 13; thence South $00^{\circ}17'51''$ West, along the Center Section line, 3439.22 feet to the point of beginning.