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05/25/2001 10:45 AM 43.00  
Book - 8461 Ps - 178-193  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
FOUNDERS TITLE  
BY: RDJ, DEPUTY - WI 16 P.

When recorded, return to:

Louann Prater Smith, Esq.  
Baker, Donelson, Bearman & Caldwell, P.C.  
1800 Republic Centre  
633 Chestnut Street  
Chattanooga, Tennessee 37450-1800

EASEMENT AND LICENSE AGREEMENT

(Point of the Mountain)

This EASEMENT AND LICENSE AGREEMENT ("Agreement") is executed as of the 30th day of March, 2001, by and between MONROC, INC. ("Monroc") and JACK B. PARSON COMPANIES ("Parson").

WITNESSETH:

WHEREAS, Monroc is the owner of those certain tracts of land known as Parcels 1, 2 and 3 being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Parson is the lessee of that certain real property known as Parcel 1 ("Parcel 1") being more particularly described in Exhibit "B" attached hereto and incorporated herein by reference pursuant to a Lease Agreement entered into as of March 30, 2001 between Monroc and Parson (the "Lease"); and

WHEREAS, Monroc and Parson desire to enter into this Agreement for the purpose of providing for Parson: (a) a means of ingress and egress to Parcel 1 over, upon and across that portion of Parcels 2 and 3 ("Parson Easement Area Over Parcel 2 and 3") being more particularly described on Exhibit "C" attached hereto and incorporated herein by reference; and (b) a means of ingress and egress to Parcel 1 over, upon and across the northern portion of Parcel 1 ("Parson Easement Area Over Parcel 1") being more particularly described on Exhibit "D" attached hereto and incorporated herein by reference, both the Parson Easement Area Over Parcel 2 and 3 and the Parson Easement Area Over Parcel 1 being hereinafter collectively referred to as the "Parson Easement and License Area") and for the further purpose of providing Monroc (a) a means of ingress and egress to Parcel 2 and 3 over, upon and across a portion of Parcel 1 and (b) for the further purpose of allowing Monroc to continue to use the scales and scale house located on Parcel 1 ("Monroc Easement Area") being more particularly described on Exhibit "E" attached hereto and incorporated herein by reference.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged and confessed, Monroc and Parson agree as follows:

1. Monroc Grant. Monroc has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Parson a private, non-exclusive and limited license and easement ("Parson License and Easement") over, upon and across the Parson Easement and License Area for the purposes herein specified; subject, however, to any and all currently existing title exceptions or other matters of

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record or visible or apparent from an inspection, affecting the Parson Easement and License Area and further subject to the fact that the easement over the Parson Easement Area Over Parcel 1 may be cancelled by the grantor of the access over the railroad crossing from Highway I-15 to Parcel 1 ( the Los Angeles and Salt Lake Railroad Company and its lessee Union Pacific Railroad Company and their successors and assigns, hereinafter referred to as the "Railroad") at any time upon 30 days notice.

TO HAVE AND TO HOLD said Parson License and Easement, together with, all and singular, all rights, titles, interests, privileges and hereditaments thereto in anywise belonging, unto Parson, its successors and assigns, until the termination of the Parson License and Easement pursuant hereto or until the earlier termination of the easement over the Parson Easement Area Over Parcel 1 as described in Paragraph 1 above, and Monroc does hereby bind itself, its successors and assigns, to WARRANT and FOREVER DEFEND, all and singular, the Parson License and Easement unto Parson, its successors and assigns, and against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject however to the Railroad's right to terminate as described above.

2. Purpose of Parson License and Easement. The Parson License and Easement is hereby created for the benefit of, and as an easement appurtenant to, Parcel 1 for the benefit of the Parson, its employees, agents, tenants, licensees, invitees, guests, successors and assigns (collectively, the "Parson Parties"), and shall be used exclusively for the purpose of providing pedestrian and vehicular ingress and egress from the Highway I-15 frontage road adjacent to Parcel 3 to Parcel 1 over, upon and across the Parson Easement Area Over Parcels 2 and 3, and from the Highway I-15 frontage road adjacent to Parcel 1 over, upon and across the Parson Easement Area Over Parcel 1; provided however, it is agreed that the easement over the Parson Easement Area Over Parcels 2 and 3 shall not be used by Parson unless and until the easement over the Parson Easement Area Over Parcel 1 becomes unavailable for use by Parson hereunder.

3. Parson Grant. Parson has GRANTED, BARGAINED, SOLD, CONVEYED and LICENSED, and by these presents does hereby GRANT, BARGAIN, SELL, CONVEY and LICENSE, unto Monroc a private, non-exclusive and limited license and easement ("Monroc License and Easement") over, upon and across the Monroc License and Easement Area for the purposes herein specified; subject, however, to any and all currently existing title exceptions or other matters of record or visible or apparent from an inspection, affecting the Monroc License and Easement Area.

TO HAVE AND TO HOLD said Monroc License and Easement, together with, all and singular, all rights, titles, interests, privileges and hereditaments thereto in anywise belonging, unto Monroc, its successors and assigns, until the termination of the Monroc License and Easement pursuant hereto, and Parson does hereby bind itself, its successors and assigns, to WARRANT and FOREVER DEFEND, all and singular, the Monroc License and Easement unto Monroc, its successors and assigns, and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

4. Purpose of Monroc Easement and License. The Monroc License and Easement is hereby created for the benefit of, and as a license and easement appurtenant to Parcels 2 and 3 for the benefit of Monroc, its employees, agents, tenants, licensees, invitees, guests, successors

and assigns (collectively, the "Monroc Parties"), and shall be used exclusively for the purpose of providing pedestrian and vehicular ingress and egress from the Highway I-15 frontage road adjacent to Parcel 1 to Parcels 1 and 2 over, upon and across the Monroc License and Easement Area and for the further purpose of allowing the Monroc Parties to continue to use the scales and scale house located on Parcel 1.

5. Duration. The Parson License and Easement and the Monroc License and Easement shall be permanent and perpetual for as long as the Lease exists; provided, however, upon the expiration or termination of the Lease this Agreement shall automatically terminate without further action by either party hereto. Upon the request of Monroc or Parson, as the case may be, after any such expiration or termination of the Lease, Parson and Monroc shall execute and deliver to each other a release or termination of the Parson License and Easement and the Monroc License and Easement, in recordable form reasonably acceptable to Monroc and Parson.

6. Non-Exclusive Right. The Parson License and Easement and the Monroc License and Easement herein created are not exclusive, and Monroc and Parson (to the extent if any allowed by the Lease) hereby expressly reserve the right, for itself and its successors and assigns, without the prior written consent of Parson or Monroc (to the extent if any allowed by the Lease), to grant such other similar or dissimilar, easements, rights, benefits, rights-of-way and privileges to such other persons and for such other purposes, and to make or construct improvements over, across, upon and under the Parcels 2 and 3 (including the Parson License and Easement Area and the Monroc License and Easement Area), as Monroc or Parson, in its sole and absolute discretion, may elect; provided, however, any such easements, rights, benefits, rights-of-way and privileges hereafter granted, and such improvements hereafter made or constructed upon, over, across or under such Parcels 2 and 3 (including the Parson License and Easement Area and the Monroc License and Easement Area) shall not unreasonably interfere with, or unreasonably restrict the use of, the Parson License and Easement and the Monroc License and Easement and the other rights and benefits appurtenant thereto or granted herein to Parson or Monroc.

7. Maintenance. Any maintenance or construction within the Parson License and Easement Area or the Monroc License and Easement Area shall be performed by both Parson and Monroc, upon prior written notice to the other of the proposed improvements to be made or constructed, and for the purpose of maintaining open and useable easements areas as contemplated herein and the reasonable cost thereof shall be paid equally by Parson and Monroc.

8. Indemnification. Parson agrees to indemnify and hold harmless Monroc from any and all liability or damages which Monroc may suffer as a result of claims, demands, costs, liens, judgments or awards against Monroc arising out of or as a result of any use of the Parson License and Easement by the Parson Parties. Monroc agrees to indemnify and hold harmless Parson from any and all liability or damages which Parson may suffer as a result of claims, demands, costs, liens, judgments or awards against Parson arising out of or as a result of any use of the Monroc License and Easement by the Monroc Parties.

9. Rights Reserved. Monroc and Parson (to the extent not in violation of the Lease) also retain, reserve, and shall continue to enjoy the use of the surface of, subsurface under and air space over the Parson License and Easement Area and Monroc License and Easement Area for

any and all purposes which do not unreasonably interfere with or prevent the reasonable use by Parson or Monroc of the Parson License and Easement or Monroc License and Easement for the purposes herein provided and for the duration of said Parson License and Easement or Monroc License and Easement .

10. Dedication Disclaimer. The Parson License and Easement and Monroc License and Easement is not a public easement or right-of-way, but is a private, non-exclusive and limited easement and license for the exclusive use and benefit of the Parson Parties and Monroc Parties, and this Agreement is not intended, and shall not be construed, to be a dedication to the public use of the Parson License and Easement Area and Monroc License and Easement Area.

11. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

12. 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 effect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

13. Multiple Counterparts. To facilitate execution, this instrument may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgment of, or on behalf of, each party, or that the signature of all persons required to bind any party, or the acknowledgment of such party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgments of, each of the parties hereto. Any signature or acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures or acknowledgments thereof and thereafter attached to another counterpart identical thereto except having attached to it additional signature or acknowledgment pages.

14. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any or all representations or modifications concerning this instrument shall be of no force and effect except for a subsequent modification in writing signed by the parties hereto.

15. Binding Effect. Parson and Monroc covenant and agree that the servitudes, easements, rights, rights-of-way, privileges, agreements, covenants and restrictions and all other terms, conditions and provisions hereof shall be binding upon their respective successors and assigns and all other persons or entities having or hereafter acquiring any right, title or interest in the Parcels 1, 2 and 3, and all other persons and entities claiming by, through or under said owners and their respective successors and assigns.

(Signatures on Next Page)

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

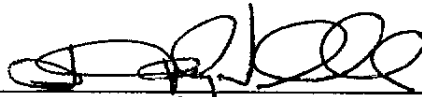
MONROC:

MONROC, INC.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PARSON:

JACK B. PARSON COMPANIES

By:  \_\_\_\_\_  
Print Name: SENIOR VICE PRES  
Title: J ROCKY WOODRUFF

STATE OF UTAH           §  
                                  §  
COUNTY OF \_\_\_\_\_ §

This instrument was ACKNOWLEDGED before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2001, by \_\_\_\_\_, the \_\_\_\_\_ of MONROC, INC.,

[S E A L]

My Commission Expires:

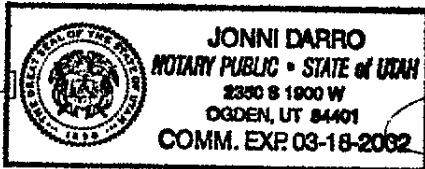
\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public

STATE OF UTAH           §  
                                  §  
COUNTY OF   Weber   §

This instrument was ACKNOWLEDGED before me on the   30<sup>th</sup>   day of   March  , 2001, by   D. Rocky Woodruff  , the   Senior Vice President   of JACK B. PARSON COMPANIES.

[S E A L]



My Commission Expires:

  3.18.2002  

  Jonni Darro    
Notary Public, State of   Utah  

  Jonni Darro    
Printed Name of Notary Public

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

MONROC:

MONROC, INC.

By: Rowan D. Smith  
Print Name: Rowan D. Smith  
Title: VP

PARSON:

JACK B. PARSON COMPANIES

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

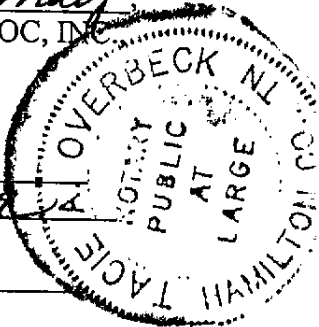
STATE OF ~~UTAH~~ Tennessee

COUNTY OF Hamilton

This instrument was ACKNOWLEDGED before me on the 16<sup>th</sup> day of May, 2001, by Ronald D. Smith the Vice President of MONROC, INC.

[SEAL]

Tacie A. Overbeck  
Notary Public, State of Tennessee



My Commission Expires:

Dec. 3, 2003

TACIE A. OVERBECK  
Printed Name of Notary Public

STATE OF UTAH §

COUNTY OF \_\_\_\_\_ §

This instrument was ACKNOWLEDGED before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2001, by \_\_\_\_\_, the \_\_\_\_\_ of JACK B. PARSON COMPANIES.

[SEAL]

My Commission Expires:

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public



**EXHIBIT "A"**  
**PARCELS 1, 2 AND 3 OWNED BY MONROC**

Parcel 1:

BEGINNING at a point 860 feet West 660 feet South of the Northeast corner of Section 23, Township 4 South, Range 1 West, Salt Lake Base and Meridian; which point was on the East boundary of the Los Angeles and Salt Lake Railroad Right of Way as the same existed in 1972 and prior to its relocation by the Utah State Road Commission for construction of a freeway known as Project 15-6, and the point of intersection of said railroad right of way with the North boundary line of the G and G Realty, Inc. property in 1972, and running thence along the North boundary of C and G Realty, Inc. property East 1154 feet; thence North 400 feet; thence West 1024 feet, more or less, to the East boundary of the said Los Angeles and Salt Lake Railroad Right of Way; thence Southwesterly along the curve on the East boundary of said railroad right of way 400 feet, more or less, to the point of BEGINNING.

EXCEPTING THEREFROM that portion thereof now owned by the Utah State Road Commission as described in the final order of condemnation in the Third District Court in and for Salt Lake County, State of Utah, recorded January 25, 1974, as Entry No. 2596469, in Book 3505, at page 338, of Official Records.

Parcel 2:

COMMENCING at the Southeast corner of the Northeast quarter of the Northeast quarter of Section 23, Township 4 South, Range 1 West, Salt Lake Meridian; and running thence South 89°34' West 743.77 feet; thence North 14°02'01" East 624.30 feet; thence South 89°34' East 630.92 feet; thence South 0°17' East 600 feet to BEGINNING.

SUBJECT TO a right of way 100 feet wide to the East of and parallel to the Union Pacific Tracks from a roadway which crosses said tracks to the property owned by EVAN W. HANSEN and GENEVA B. HANSEN, which adjoins the herein above described property on the North. The property covered by this deed shall be subject also to any existing right of way in favor of the owner of the property to the South and West of that which is herein above described.

Parcel 3:

COMMENCING at the Northeast corner of the Southeast quarter of the Northeast quarter of Section 23, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence South 89°34' West 743.77 feet; thence South 8°09'40" West 302.04 feet; thence North 89°34' East 781.56 feet; thence North 0°17' West 300 feet to BEGINNING.

**EXHIBIT "B"**  
**PARCEL 1 LEASED TO PARSON**

Parcel 1:

BEGINNING at a point 860 feet West 660 feet South of the Northeast corner of Section 23, Township 4 South, Range 1 West, Salt Lake Base and Meridian; which point was on the East boundary of the Los Angeles and Salt Lake Railroad Right of Way as the same existed in 1972 and prior to its relocation by the Utah State Road Commission for construction of a freeway known as Project 15-6, and the point of intersection of said railroad right of way with the North boundary line of the G and G Realty, Inc. property in 1972, and running thence along the North boundary of C and G Realty, Inc. property East 1154 feet; thence North 400 feet; thence West 1024 feet, more or less, to the East boundary of the said Los Angeles and Salt Lake Railroad Right of Way; thence Southwesterly along the curve on the East boundary of said railroad right of way 400 feet, more or less, to the point of BEGINNING.

EXCEPTING THEREFROM that portion thereof now owned by the Utah State Road Commission as described in the final order of condemnation in the Third District Court in and for Salt Lake County, State of Utah, recorded January 25, 1974, as Entry No. 2596469, in Book 3505, at page 338, of Official Records.

**EXHIBIT "C"**  
**PARSON LICENSE AND EASEMENT AREA**  
**OVER PARCEL 2 AND 3**

Cross hatched portion of attached portion of plat survey plat entitled "Draper, Utah , Point of Mountain, Utah", dated March 28, 2001, prepared by International Land Services, Inc., Bradley D. Daley LS No. 259684 and recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_ in the Official Records.

The Parson License and Easement Area is also more particularly described in the following (a) metes and bounds description; plus (b) Agreements and Assignments recorded in the Official Records of Salt Lake County, as follows:

Beginning at a point West 3387.38 feet and South 1385.23 feet from the North 1/4 Section 24, Township 4 South, Range 1 West Salt Lake Base & Meridian; thence N 06°08'03" E 48.71 feet; thence N 11°27'26" E 664.06 feet; thence N 16°12'44" E 34.10 feet; thence S 90°00'00" W 26.02 feet; thence S 16°04'33" W 28.91 feet; thence S 11°27'26" W 664.06 feet; thence S 06°15'19" W 53.71 feet; thence N 90°00'00" E 25.15 feet the point of beginning.

Agreement dated February 9, 1971, by and between LOS ANGELES and SALT LAKE RAILROAD COMPANY, a Corporation of the State of Utah and its Lessee UNION PACIFIC RAILROAD COMPANY, a Corporation of the State of Utah, and KENNETH F. WHITE, concerning access to the property owned by KENNETH F. WHITE from the railroad company right of way. Said agreement was recorded June 23, 1971, as Entry No. 2392944, in Book 2971, at page 659, of Official Records.

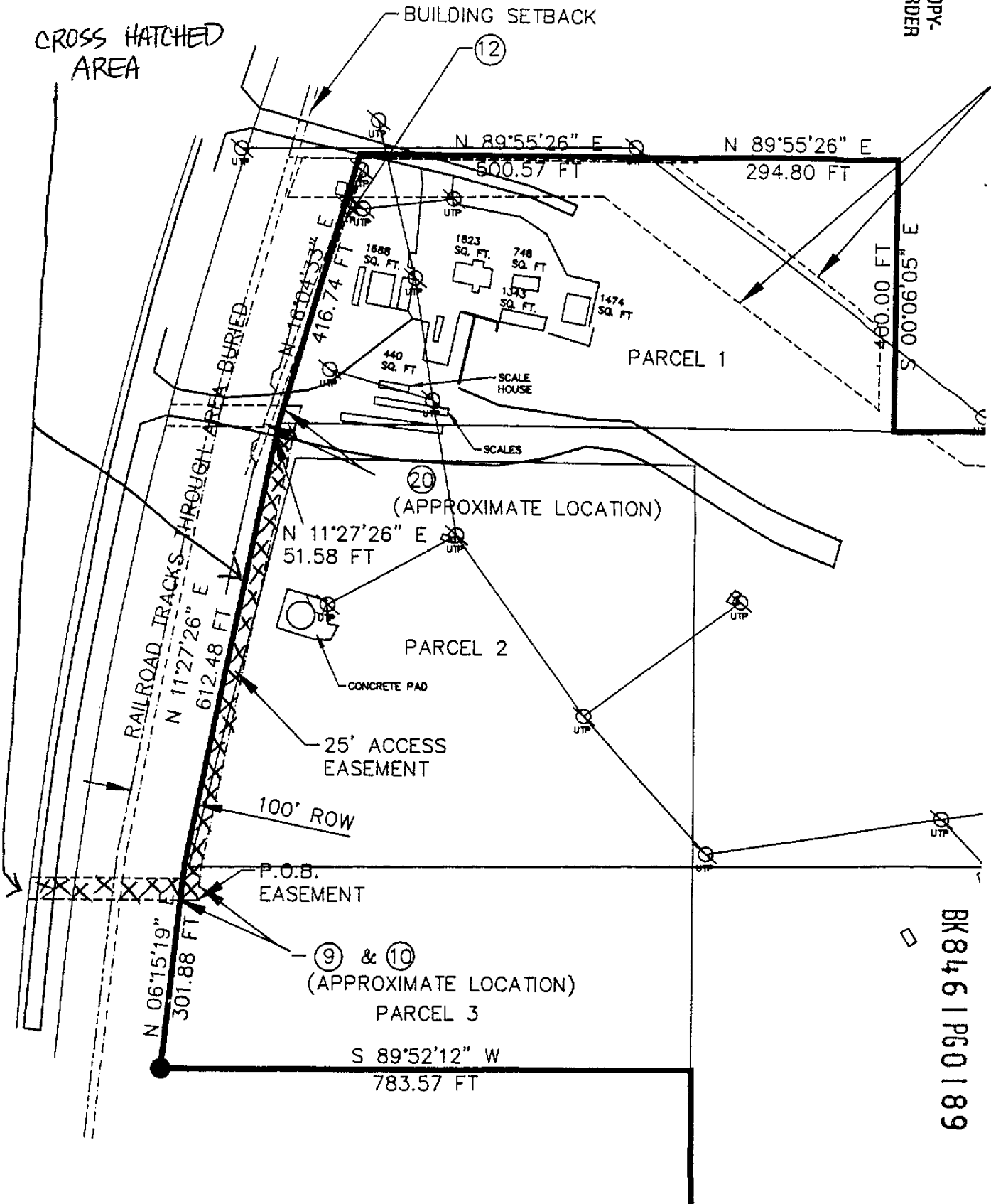
Assignment dated November 11, 1977, by and between KENNETH F. WHITE and MICHELLE E. WHITE, husband and wife, as Assignors and MONROC , a Utah General Partnership, as Assignee of all of their right, title, interest and equity in, to and under that road crossing agreement described above. Said Assignment was recorded December 2, 1977, as Entry No. 3032864, in Book 4589, at page 812, of Official Records.

Agreement dated February 9, 1971, by and between LOS ANGELES and SALT LAKE RAILROAD COMPANY, a Corporation of the State of Utah, and its lessee UNION PACIFIC RAILROAD COMPANY, a Corporation of the State of Utah, and EVAN HANSEN and O. V. HANSEN, concerning access to the property owned by EVAN HANSEN and O. V. HANSEN from the railroad company right of way. Said Agreement recorded June 23, 1971, as Entry No. 2392945, in Book 2971, at page 666, of Official Records. (See cross hatched area attached and shown on next page)

# EXHIBIT "C"

-POOR COPY-  
CO. RECORDER

AND SERVICES, INC. This Work Coordinated by INTERNATIONAL LAND SERVICES, INC. This Work Coordinated by INTERNATIONAL LAND SERVICES, INC.



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**EXHIBIT "D"**

**PARSON LICENSE AND EASEMENT AREA  
OVER NORTHERN PORTION OF PARCEL 1**

Cross hatched portion of attached portion of plat survey plat entitled "Draper, Utah , Point of Mountain, Utah", dated March 28, 2001, prepared by International Land Services, Inc., Bradley D. Daley LS No. 259684 and recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_ in the Official Records.

(See cross hatched area attached and shown on next page)

The Parson License and Easement Area is also more particularly described in the unrecorded CONTRACT dated June 10, 1947, by and between LOS ANGELES and SALT LAKE RAILROAD COMPANY, a Corporation of the State of Utah, and its lessee UNION PACIFIC RAILROAD COMPANY, a Corporation for the State of Utah, and OWEN DEAN, for a Private Road Crossing at Mount, Utah, L.D., No. 13285 concerning access to the subject property across the railroad company right of way, as extended and amended.

EXHIBIT "D"

-POOR COPY-  
CO. RECORDER

CROSS HATCHED  
AREA

BUILDING SETBACK

12

N 89°55'26" E 500.57 FT  
N 89°55'26" E 294.80 FT

50.90.00 FT  
E

PARCEL 1

1888 SQ. FT.  
1823 SQ. FT.  
748 SQ. FT.  
1333 SQ. FT.  
1474 SQ. FT.  
440 SQ. FT.

SCALE HOUSE

SCALES

20  
(APPROXIMATE LOCATION)

PARCEL 2

CONCRETE PAD

RAILROAD TRACKS THROUGH AREA BURIED  
N 11°27'26" E 612.48 FT  
N 12°27'26" E 51.58 FT  
N 16°04'33" E 416.74 FT

100' ROW

9 & 10  
(APPROXIMATE LOCATION)  
PARCEL 3

S 89°52'12" W 783.57 FT

N 06°15'19" E 301.88 FT

BK 8461 PG 0191

INTERNATIONAL LAND SERVICES, INC.  
This Work Coordinated by INTERNATIONAL LAND SERVICES, INC.  
This Work Coordinated by INTERNATIONAL LAND SERVICES, INC.

**EXHIBIT "E"**  
**MONROC LICENSE AND EASEMENT AREA**  
**OVER PARCEL 1**

Cross hatched portion of attached portion of plat survey plat entitled "Draper, Utah , Point of Mountain, Utah", dated March 28, 2001, prepared by International Land Services, Inc., Bradley D. Daley LS No. 259684 and recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_ in the Official Records.

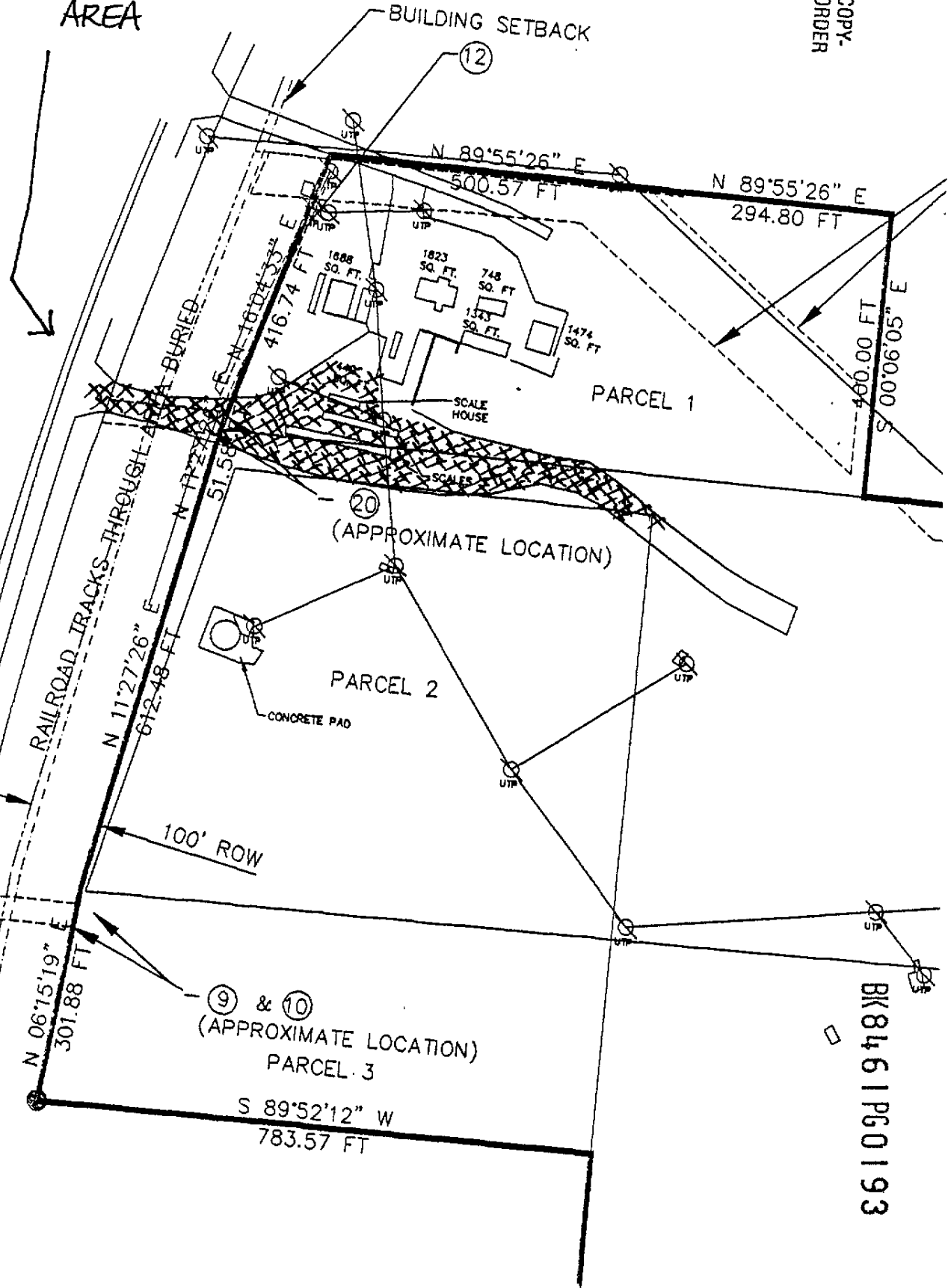
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# EXHIBIT "E"

-POOR COPY-  
CO. RECORDER

CROSS HATCHED  
AREA

INTERNATIONAL LAND SERVICES, INC.  
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INTERNATIONAL LAND SERVICES, INC.  
This Work Coordinated by INTERNATIONAL LAND SERVICES, INC.



BK 8461 PG 0193