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06/11/2002 10:51 AM 35.00  
Book - 8608 Pg - 281-291  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
FOUNDERS TITLE  
BY: ZJM, DEPUTY - WI 11 P.

Send Tax Bills to:  
STAKER & PARSON COMPANIES  
c/o Oldcastle Materials, Inc.  
3333 K Street, N.W. 405  
Washington, D.C. 20007

ENT 65427:2002 PG 1 of 11  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2002 Jun 10 4:27 pm FEE 30.00 BY SS  
RECORDED FOR FOUNDERS TITLE

This Instrument prepared by:  
Susan Elliott Rich, Esq.  
Baker, Donelson, Bearman & Caldwell, P.C.  
1800 Republic Centre  
633 Chestnut Street  
Chattanooga, Tennessee 37450-1800

After Recording Return to:  
Gibson, Dunn & Crutcher  
2100 McKinney Avenue, Suite 1100  
Dallas, Texas 75201  
Attention: David L. Hebert, Esq.

Because this Special Corporate Warranty Deed has been authorized pursuant to or in contemplation of an Order of the United States Bankruptcy Court for the District of Nevada (the "Sale Order" defined hereinbelow), relating to a plan of reorganization of the Grantor, it is exempt from transfer taxes, stamp taxes or similar taxes pursuant to 11 U.S.C. § 1146(c), and is further exempt as a document which the State, the City and the County are prohibited from taxing under the Constitution and statutes of the United States.

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SPECIAL CORPORATE WARRANTY DEED  
(Site Number: #47, Point of the Mountain #1, Draper, Utah)

WHEREAS, on March 11, 2002, U.S. Aggregates, Inc., a Delaware corporation, together with certain of its subsidiaries and affiliates, including the GRANTOR hereunder (collectively, the "Debtors"), filed a voluntary petition under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§101 *et seq*, in the United States Bankruptcy Court for the District of Nevada (the "Court");

WHEREAS, the Debtors, Oldcastle Materials, Inc., a Delaware corporation, Oldcastle MMG, Inc., a Utah corporation and Oldcastle Materials Southeast, Inc., a Delaware corporation (collectively, "Oldcastle") entered into that certain Agreement of Purchase and Sale of Assets, dated as of March 8, 2002, as amended (the "Oldcastle Purchase Agreement"), pursuant to which Oldcastle agreed to purchase substantially all of the assets of the Debtors on the terms and conditions set forth in the Oldcastle Purchase Agreement;

WHEREAS, on May 23, 2002, the Court entered that certain Order in Case No. BK-N-02-50656-GWZ through Case No. BK-N-02-50675-GWZ (the "Sale Order") under 11 U.S.C. §§ 105(a), 363, 365 and 1146(c) and Fed. R. Bankr. P. 2002, 6004, 6006 and 9014 approving the Oldcastle Purchase Agreement and authorizing and directing the sale of substantially all the assets of the Debtors to Oldcastle;

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FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid by the hereinafter named GRANTEE, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **MONROC, INC.**, a Delaware corporation, hereinafter called "GRANTOR", has bargained and sold, and by these presents transfers, conveys and grants unto **STAKER & PARSON COMPANIES**, a Utah corporation, hereinafter called "GRANTEE", its successor and assigns, a certain tract or parcel of land in Salt Lake County, Utah and Utah County, Utah, described as follows, to-wit (the "Property"):

(SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED BY REFERENCE AS FULLY AS THOUGH COPIED HEREIN.)

The Property described herein is conveyed to the GRANTEE free and clear of all mortgages, security interests, conditional sale or other title retention agreements, pledges, liens, judgments, demands, encumbrances, easements, rights, encroachments, equities, imperfections of title, leases, licenses, shares, covenants, purchase or sale options, conditions, restrictions or charges of any kind or nature, if any, including, but not limited to, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership including all "interests" in the Property held by third parties within the meaning of Section 363(f) of the Bankruptcy Code, subject only to the limitations, restrictions and encumbrances set forth on Exhibit "B" and as otherwise contained in this Special Corporate Warranty Deed.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, its successors and assigns, forever, and GRANTOR covenants with said GRANTEE that it is lawfully seized and possessed of the Property in fee simple, has a good right to convey it, and the same is free from all encumbrances made or suffered by GRANTOR, unless otherwise herein set out; and GRANTOR further covenants and binds itself, its successors, and assigns, to warrant and forever defend the title to the Property to the said GRANTEE, its successors and assigns, against the lawful claims of all persons claiming by, through or under the GRANTOR, but not further or otherwise.

Because this Deed has been authorized pursuant to Order of the United States Bankruptcy Court for the District of Nevada and the conveyance made pursuant to this Deed is a step in the formulation or anticipation of the formulation of a Chapter 11 plan for the GRANTOR, it is exempt from transfer taxes, stamp taxes or similar taxes pursuant to 11 U.S.C. §1146(c).

Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

*Signature intentionally on the following page.*

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WITNESS as of the 29<sup>th</sup> day of May, 2002.

MONROC, INC.

By: [Signature]  
Title: Vice President  
SPANFORD SPRINGEL

STATE OF NEW YORK )  
 ):  
COUNTY OF NEW YORK )

Before me, Ruddick Lawrence, a Notary Public in and for the State and County aforesaid, personally appeared Stanford Springel with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself (or herself) to be the Vice President of MONROC, INC., the within named GRANTOR, and that he (or she) as such officer, manager or partner, as the case may be, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the GRANTOR by himself (or herself) as such officer, manager or partner, as the case may be, as the free act and deed of the GRANTOR.

WITNESS my hand and seal at office, on this the 29<sup>th</sup> day of May, 2002.

[Signature]  
Notary Public, New York County,  
New York

My Commission Expires:  
7/31/02

RUDDICK LAWRENCE  
Notary Public, State of New York  
No. 31-4762183  
Qualified in New York County  
Commission Expires July 31, 2002

(Notary Seal)

Mailing Address of Grantee:  
STAKER & PARSON COMPANIES  
c/o Oldcastle Materials, Inc.  
3333 K Street, N.W. 405  
Washington, D.C. 20007

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**EXHIBIT "A"**

(Site Number: #47, Point of the Mountain #1, Draper, Utah)

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 G 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.

For informational purposes only: Tax Sidwell No. 33-23-200-002

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 hereinabove 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 propety to the South and West of that which is hereinabove described.

The following is shown for informational purposes only: Tax Sidwell No. 33-23-200-003

Parcel 3:

Commencing at the Northeast corner of the Southeast quarter of the Northeast quarter of Section 23, Township 2 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.

The following is shown for information purposes only: Tax Sidwell No. 33-23-004

Parcel 4:

The Southeast quarter of the Northwest quarter, and the South one-half of the Northeast quarter of the Northwest quarter; and the South one-half of the Northwest quarter of the Northwest quarter of Section 24, Township 4 South, Range 1 West, Salt Lake Meridian, in Salt Lake County.

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Subject to a right of way 100 feet wide to the East of and parallel of 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 hereinabove described property on the North. The property covered by this deed shall be subject also to an existing right of way in favor of the owner of the property to the South and West of that which is hereinabove described.

The following is shown for informational purposes only: Tax Sidwell No. 33-24-200-003 and Utah County Tax Parcel No. 58-001-0003.

Parcel 5:

The Southwest quarter of the Northwest quarter of Section 24, Township 4 South, Range 1 West, Salt Lake Meridian.

Less and Excepting the following described property:

Beginning at a point which lies North 32.98 feet and East 32.90 feet from the Southwest corner of said Section 13; and running thence North 0°10'30" West 1800.00 feet along the East line of 5600 West Street; thence South 89°58'30" East 1070.00 feet; thence South 9°00'43" East 1822.61 feet (Southeasterly 1801.78 feet - record) to a point on the North line of 6200 South Street; thence North 89°58'30" West 1350.00 feet along said North line to the point of beginning.

The following is shown for informational purposes only: Tax Sidwell No. 33-24-200-004

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**EXHIBIT "B"**

(Site Number: #47, Point of the Mountain #1, Draper, Utah)

1.	Taxes for the year 2002 and subsequent years, which are a lien, but are not yet due and payable.
2.	Said property is included within the boundaries of Draper City, and is subject to the charges and assessments thereof. (Charges are current).
3.	Said property is included within the boundaries of Draper Irrigation, and is subject to the charges and assessments thereof. (Charges are current)
4.	<p><b>EASEMENT AND CONDITIONS CONTAINED THEREIN:</b>  <b>Grantee: UTAH POWER AND LIGHT COMPANY</b>  <b>Location:</b> Beginning on Grantor's land at a point 130 feet North and 1250 feet East, more or less, from the West Quarter corner of Section 24, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 33°05' West 170 feet, more or less, to the South boundary line of said land and being in the Southwest Quarter of the Northwest Quarter of said Section 24.</p> <p><b>Purpose:</b> To construct, operate, maintain and repair electric transmission and/or distribution system, under, upon and across the above.  <b>Recorded:</b> April 1, 1954  <b>Entry No.:</b> 1366607  <b>Book/Page:</b> 1076/66  <b>(Affects Parcel 5) (Affects Salt Lake County Property)</b></p>
5.	<p><b>EASEMENT AND CONDITIONS CONTAINED THEREIN:</b>  <b>Grantee: UTAH POWER AND LIGHT COMPANY</b>  <b>Location:</b> A tract of land 50 feet in width, being 25 feet on each side of the following described center line:</p> <p>Beginning on a Northwesterly boundary fence of the Grantor's land at a point 1335 feet North and 135 feet East, more or less, from the Southwest corner of Section 13, Township 4 South, Range 1 West, Salt Lake Meridian; thence South 37°44' East 3252.1 feet thence South 55°12' East 155 feet, more or less, to the South boundary line of said land and being in the Southwest Quarter of the Southwest Quarter of said Section 13, and the Northwest Quarter of the Northwest Quarter.</p> <p>ALSO beginning on the West boundary line of the Grantor's land at a point 1360 feet South and 1320 feet East, more or less, from the Northwest corner of Section 24, Township 4 South, Range West, Salt Lake Meridian; and running thence South 55°12' East 630 feet, more or less, to the Salt Lake County boundary line and being in the Southeast Quarter of the Northwest Quarter of said Section 24.</p>

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	<p>Purpose: To construct, operate, maintain and repair electric transmission and/or distribution system, under, upon and across the above.</p> <p>Recorded: March 6, 1957  Entry No.: 1528451  Book/Page: 1394/523.  (Affects Parcels 4 and 5) (Affects Salt Lake County Property)</p>
6.	<p>EASEMENT AND CONDITIONS CONTAINED THEREIN:  Grantee: UTAH POWER AND LIGHT COMPANY  Location: A tract of land 50 feet in width, being 25 feet on each side of the following described center line:  Beginning at a point on the East boundary line of the Grantor's land which point is 1360 feet South and 1320 feet East, more or less, from the Northwest corner of Section 24, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 55°12' West 60 feet, more or less, to the North boundary line of said Grantor's land and being in the Southwest Quarter of the Northwest Quarter of said Section 24.  Purpose: To construct, operate, maintain and repair electric transmission and/or distribution system. under. upon and across the above.  Recorded: April 4, 1957  Entry No.: 1533075  Book/Page: 1402/505.  (Affects Parcels 4 and 5)  (Affects Salt Lake County Property)</p>
7.	<p>EASEMENT AND CONDITIONS CONTAINED THEREIN:  Grantee: MOUNTAIN FUEL SUPPLY COMPANY  Location: Beginning at a point on the Southeast Right of Way line of the Union Pacific Railroad, said point being North 1849.85 feet and East 491.03 feet from the Southwest corner of said Section 13; thence South 40°45'30" East 3985 feet; thence South 42°44'00" East 858 feet; thence South 46°13'00" East 410 feet to the East line of Grantor's property.  Purpose: To lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities through and across the above.  Recorded: August 29, 1962  Entry No.: 1866011  Book/Page: 1958/61 (Affects Salt Lake County Property)</p>
8.	<p>Reservations contained in that Warranty Deed wherein Orrin V. Hansen and Eanne W. Hansen, husband and wife, and Evan W. Hansen and Geneva B. Hansen, husband and wife, appear as Grantors and G &amp; G Realty Inc., a corporation, appears as Grantee, recorded April 17, 1967, as Entry No. 2195406 in Book 2545, at Page 392, which recites as follows:</p> <p>"The Grantors do hereby reserve 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 said Grantors which adjoins the hereinabove described property on the North. The property covered by this Deed shall be</p>

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	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 hereinabove described.” (Affects Parcels 2 and 4) (Affects Salt Lake County Property)
9.	<p><u>Agreement</u> 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. (Affects Parcel 1).</p> <p><u>Assignment</u> 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 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.</p>
10.	<p><u>Agreement</u> 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.</p>
11.	<p>The effect of that certain <u>Mineral Deed</u> executed by UNION PACIFIC RAILROAD COMPANY, a Utah Corporation, Grantor in favor of UNION PACIFIC LAND RESOURCES CORPORATION, a Utah Corporation, dated April 1, 1971, and recorded June 21, 1975, as Entry No. 2726878, in Book 3919, at page 157, of Official Records.</p>
12.	<p>EASEMENT AND CONDITIONS CONTAINED THEREIN:</p> <p>Grantee: UTAH POWER AND LIGHT COMPANY          Location: BEGINNING on the North boundary line of the Grantor's land at a point 260 feet South and 495 feet West, more or less, form the Northeast corner of Section 23, Township 4 South, Range 1 West, Salt Lake Meridian; and running thence South 19' 22' West 75 feet, more or less, on said land, being in the Northeast quarter of the Northeast quarter of said Section 23.</p> <p>Purpose: To construct, operate, maintain and repair electric transmission and/or distribution system, under, upon and across the above.</p>

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	<p>Recorded: November 1, 1982                  Entry No.: 3725479                  Book/Page: 5416/2812</p>
<p>13.</p>	<p>Limitations to access based on the terms and conditions of agreements providing for private access, necessitated by the subject property not abutting a public dedicated highway. (Affects Salt Lake County Property)</p>
<p>14.</p>	<p>EASEMENT AND CONDITIONS CONTAINED THEREIN:</p> <p>Grantor: MONROC INCORPORATED                  Grantee: PACIFICORP, an Oregon Corporation</p> <p>Location: BEGINNING at the Northwest corner of the Grantor's land at a point 256 feet South and 585 feet West, more or less, from the Northeast corner of Section 23, Township 4 South, Range 1 West, Salt Lake Meridian; thence South 19' 47' West 62.9 feet, more or less, along the Westerly boundary line of said land, said Westerly boundary line also being the Easterly right of way lie of the Union Pacific Railroad Company; thence along a line which is parallel to and 75 feet perpendicular distant Southerly and Southwesterly from the centerline of the proposed survey line North 89' 08' East 467.0 feet and south 52' 59' East 517.3 feet, more or less, to the East boundary line of said Grantor's land; thence North 125.2 feet, more or less, along said East boundary line; thence along a line which is parallel to and 25 feet perpendicular distant Northeasterly from the centerline of the proposed survey line North 52' 59' West 395.4 feet, more or less, to the North boundary line of said land; thence West 563.0 feet, more or less, along said North boundary to the point of beginning and being in the Northeast quarter of the Northeast quarter of said Section 23, and the Northwest quarter of the Northwest quarter of Section 24, Township and Range aforesaid. BEGINNING on the North boundary line of the Grantor's land at a point 648 feet South and 333 feet East, more or less, from the Northwest corner of Section 24, Township 4 South, Range 1 West, Salt Lake Meridian; thence along a line which is parallel to and 75 feet perpendicular distant Southwesterly and Southerly from the centerline of the proposed survey line the following two courses South 52' 59' East 82.6 feet and North 89' 44' East 2211.2 feet, more or less; thence along a line which is parallel to and 25 feet perpendicular distant Southwesterly from the centerline of the proposed survey line South 41' 43' East 1065.4 feet, more or less, to the Southeasterly boundary</p>

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	<p>line of said land; thence North 51' 43' East 50.1 feet, more or less, along said Southeasterly boundary line; thence along a line which is parallel to and 25 feet perpendicularly distant Northeasterly and Northerly from the centerline of the proposed survey line North 41' 43' West 1157.7 feet and South 89' 44' West 97.6 feet, more or less, to a Northwesterly boundary line of said Grantor's land; thence South 27' 04' West 56.3 feet, more or less, to a Southeast corner of said land; thence along a line which is parallel to and 25 feet South from the centerline of the proposed survey line South 89' 44' West 2131.8 feet, more or less, along said South boundary line to the point of beginning and being in the North one-half of the Northwest quarter and the West one-half of the Northeast quarter of said Section 24, in Salt Lake and Utah Counties.</p> <p>Purpose: To construct, operate, maintain and repair electric transmission and/or distribution system, under, upon and across the above.  Dated: July 13, 2000  Recorded: February 5, 2001  Entry No.: 7813501  Book/Page: 8421/4973</p>
<p>15.</p>	<p><b>UNRECORDED LEASE</b>  Lessor: Monroc, Inc.  Lessee: Jack B. Parson Companies  Term: Commencing on March 30, 2001 and shall terminate on March 20, 2100  Dated: March 30, 2001  Disclosed by: Memorandum of Lease Agreement recorded April 12, 2001, as Entry No. 7868598, in Book 8445, at Page 1898, of Official Records</p>
<p>16.</p>	<p>Any rights, interests, or claims which may exist or arise by reason of facts shown on the survey plat entitled "Utah Gravel, Draper, Utah", dated March 28, 2001, prepared by International Land Services, Inc., Bradley D. Daley LS no. 259684.</p>
<p>17.</p>	<p><u>Agreement For License And Easement - Notice Of License And Easement</u>  Dated: March 30, 2001  Recorded: April 16, 2001  Entry No.: 7870071  Book/Page: 8445/7159. (Affects Salt Lake County Property)</p>
<p>18.</p>	<p><u>Easement And License Agreement</u>  Dated: March 30, 2001  Recorded: May 25, 2001  Entry No.: 7904952</p>

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	Book/Page: 8461/178. (Affects Salt Lake County Property)
19.	MEMORANDUM OF CO-OCCUPANCY AGREEMENT Dated: March 30, 2001 Recorded: December 5, 2001 Entry No.: 8081290 Book/Page: 8536/6906
20.	Said property is included within the boundaries of an unincorporated area of Utah County, and is subject to the charges and assessments thereof. (Charges are current). (Affects Utah County property.)
21.	EASEMENT AND CONDITIONS CONTAINED THEREIN: Grantor: Hansen Lime & Stucco Company Grantee: UTAH POWER AND LIGHT COMPANY Location: "See document" Purpose: To construct, operate, maintain and repair electric transmission and/or distribution system, under, upon and across the above. Recorded: February 21, 1957 Entry No.: 2719 Book/Page: 738/18. (Affects Utah Property)
22.	EASEMENT AND CONDITIONS CONTAINED THEREIN: Grantor: Hansen Lime & Stucco Company Grantee: MOUNTAIN FUEL SUPPLY COMPANY Location: "See document" Purpose: To lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities through and across the above. Recorded: August 10, 1967 Entry No.: 10940 Book/Page: 912/436. (Affects Utah County Property)
23.	Terms and conditions of 100 feet right of way to Evan W. Hansen and Geneva B. Hansen, as set forth on Warranty Deed recorded September 20, 1977, as Entry No. 31163 in Book 1584, at Page 518 in the office of the Recorder, Utah County, Utah. (Affects Utah County Property)
24.	Declaration of Zoning Lot dated March 13, 1997, and recorded March 20, 1997, as Entry No. 20680 in Book 4219, at Page 408, in the office of the Recorder, Utah County, Utah. (Affects Utah Property)
25.	Right of access to and from land, if any is not established of record.
26.	Any claims arising from the question of gaps or gores or overlaps between the legal description of the herein described property and those of surrounding parcels.

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