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ADAM GARDINER
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 16 P.

WHEN RECORDED, MAIL TO:

Ervin R. Holmes, Esq.
Stoel Rives LLP
201 South Main Street, Suite 1100
Salt Lake City, UT 84111

FIRST AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT (“*Amendment*”) is made and entered into as of the 16 day of November, 2017 by and between 4 INDEPENDENCE, LLC, a Utah limited liability company (“*4 Independence*”); ROCKWELL STORAGE, LLC, a Utah limited liability company (“*Rockwell*”); MT. JORDAN LIMITED PARTNERSHIP, a Utah limited partnership (“*Mt. Jordan*”); and GENEVA ROCK PRODUCTS, INC., a Utah corporation (“*Geneva Rock*”). For convenience, 4 Independence, Mt. Jordan and Geneva Rock are sometimes collectively referred to herein as the “*parties*” or individually as a “*party*.”

FIRST AMERICAN TITLE
#NCS 860064-1 CP

RECITALS:

- A. On or about October 30, 1998, Geneva Rock purchased from Mt. Jordan real property located in Salt Lake County, State of Utah, more particularly described in Schedule 1 attached hereto (the “*Geneva Rock Property*”).
- B. Mt. Jordan retained after its sale of the real property to Geneva Rock approximately two hundred ninety eight (298) acres of real property contiguous to the Geneva Rock Property located in Salt Lake County, State of Utah (the “*1998 Mt. Jordan Remainder Property*”), including but not limited to the 4 Independence Property (as defined in Recital D hereof), the Rockwell Property (as defined in Recital E hereof) and the Mt. Jordan 2017 Property (as defined in Recital F hereof).
- C. Concurrently with the sale of the Geneva Rock Property to Geneva Rock, Mt. Jordan and Geneva Rock entered into that certain Reciprocal Easement Agreement, dated October 30, 1998, and recorded in the Official Records of the County Recorder for Salt Lake County, State of Utah (“*Official Records*”) on October 30, 1998 as Entry No. 7137992. Such 1998 Reciprocal Easement Agreement was subsequently corrected by a Correction Reciprocal Easement Agreement, dated October 30, 1998 and recorded in the Official Records on April 14, 2003 as Entry No. 8609188. The Reciprocal Easement Agreement recorded as Entry No. 7137992, as corrected by Correction Reciprocal Easement Agreement recorded as Entry No. 8609188, is hereinafter referred to as the “*1998 Easement Agreement*.” And the easement created thereby is referred to as the “*1998 Easement*.”

D. By Special Warranty Deed recorded December 27, 2011 as Entry No. 11303322 in the Official Records, 4 Independence received conveyance from Mt. Jordan of a portion of the 1998 Mt. Jordan Remainder Property as described in Schedule 2 attached hereto (the “**4 Independence Property**”).

E. By Special Warranty Deed recorded March 28, 2017, as Entry No. 12504702 in the Official Records, Rockwell received conveyance from 4 Independence of a portion of the 1998 Mt. Jordan Remainder Property as described in Schedule 3 attached hereto (the “**Rockwell Property**”).

F. On the date of this Amendment, Mt. Jordan retains only that portion of the 1998 Mt. Jordan Remainder Property described in Schedule 4 attached hereto (the “**Mt. Jordan 2017 Property**”). The Geneva Rock Property, the Mt. Jordan 2017 Property, the 4 Independence Property and the Rockwell Property are hereinafter referred to as the “**Properties**.” The Properties do not comprise all of the Properties granted rights of ingress and egress under the provisions of the 1998 Easement Agreement.

G. Pursuant to an Agreement to Relocate Easement between the parties, dated November 8, 2017, the parties have agreed to, and by this Amendment intend to relocate a portion of the 1998 Easement with respect to the rights appertaining to the parties’ Properties, to facilitate construction upon the Rockwell Property, all as set forth and in accordance with the terms, provisions and conditions of this Amendment.

NOW, THEREFORE, in consideration of the parties promises, covenants and agreements set forth in the Agreement to Relocate Easement and their performance thereof, together with other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals/Exhibits. Recitals A through G and Schedules 1 through 6 are by this reference incorporated herein and made a part of this Amendment.

2. Modification of 1998 Easement.

2.1 Mt. Jordan Easement Property. The 1998 Easement Agreement is hereby modified (with respect to the rights appurtenant to the parties’ Properties only) to redescribe the Mt. Jordan Easement Property by deleting the “Exhibit C” (attached to the 1998 Easement Agreement) from the 1998 Easement Agreement and substituting in place thereof a new “Exhibit C” in the form and content attached to this Amendment as Schedule 5 (which will hereinafter be the description of the “**Mt. Jordan Easement Property**” for all purposes under the 1998 Easement).

2.2 Geneva Rock Easement Property. The 1998 Easement Agreement is hereby modified, with respect to the rights appertaining to the parties’ Properties, to redescribe the Geneva Rock Easement Property by deleting the “Exhibit D” (attached to the 1998 Easement Agreement) from the 1998 Easement Agreement and substituting in place thereof a new “Exhibit D” in the form and content attached to this Amendment as Schedule 6 (which will

hereinafter be the description of the “*Geneva Rock Easement Property*” for all purposes under the 1998 Easement).

3. No Impact Upon 1983 Easement. Nothing in the Agreement to Relocate Easement or in this Amendment shall modify, terminate or otherwise affect the easements (collectively, the “*1983 Easement*”) created pursuant to that certain Declaration of Easements, Covenants, and Restrictions, dated December 29, 1983 and recorded in the Official Records on December 30, 1983 as Entry No. 3887069, in Book 5519, at Pages 311-326, as it has been amended by that certain First Amendment to Declaration of Easements, Covenants, and Restrictions, dated July 18, 1996 and recorded in the Official Records on July 18, 1996 as Entry No. 6409430, in Book 7446, at Pages 2671-2680 (collectively, the “*1983 Easement Agreement*”). The 1983 Easement shall not be modified or affected by this Amendment, but shall continue in accordance with the provisions of the 1983 Easement Agreement.

4. Survival of Easements and Interests. All easements and interests created under the 1983 Easement Agreement (which is not modified by this Amendment) and under the 1998 Easement Agreement, as modified by this Amendment, shall survive any dedication or conveyance to the City of Bluffdale, State of Utah or to any other governmental entity unless and until all real property encumbered by the 1983 Easement Agreement and/or by the 1998 Easement Agreement (including real property encumbered by the provisions of this Amendment) and easements and rights of way granted 1983 Easement Agreement (which is not modified by this Amendment) and under the 1998 Easement Agreement (modified by this Amendment), have been conveyed to or acquired by such governmental entity and dedicated and improved as an open public roadway, the use of which is available to all of the Properties and the Other Benefitted Properties for ingress and egress and otherwise as provided in the 1983 Easement Agreement and the 1998 Easement Agreement.

5. Not a Public Dedication. Nothing contained in the 1998 Easement Agreement nor in this Amendment shall be deemed to be a gift or dedication of all or any portion of any of the Properties or any easement benefitting such property for the general public or for any public purposes whatsoever, it being the intention of the parties that this Amendment and the 1998 Easement Agreement be strictly limited to the purposes expressed in the 1998 Easement Agreement, as amended hereby.

6. Post-Amendment Obligations. In the event that any physical changes are made to the parcel(s) of land that the parties have provided in this Amendment are to be relieved of the encumbrance of the 1998 Easement (the “*Relieved Property*”), whether to prevent access to and use of the Relieved Property or otherwise: (a) 4 Independence and Rockwell shall bear the risk of any claims for such obstruction or prevention of access to any of the 1998 Mt. Jordan Remainder Property; and (b) all responsibility for such changes and the costs and expenses thereof shall be the responsibility and obligations of 4 Independence and Rockwell. The obligations of 4 Independence and Rockwell under this Section 6, shall be joint and several with all subsequent successor owners of record (at the time of such claims, costs or expenses) of the 4 Independence Property and the Rockwell Property. Notwithstanding anything in this Amendment to the contrary, no party or other person shall have the right to modify or install any improvements or barriers upon the Relocated 1998 Easement or the property of another party, except as may be

expressly granted by the owner(s) of such property and not precluded or restricted under the 1998 Easement Agreement, as amended (with respect to the parties) or any other instrument of record. The provisions of this Section 6 shall survive recording of this Amendment.

7. Construction/No Other Changes. The language of this Amendment shall be construed as a whole according to its fair meaning and not strictly for or against any of the parties based upon who drafted this Amendment or otherwise. Except as expressly set forth in this Amendment, the 1998 Easement Agreement shall remain in full force and effect without change or modification.

8. Attorneys' Fees. If any action is brought because of any breach of or to enforce or interpret any of the provisions of this Amendment, the party or parties prevailing in such action shall be entitled to recover from the non-prevailing party or parties reasonable attorneys' fees and court costs incurred in connection with such action, the amount of which shall be fixed by the court and made a part of any judgment rendered.

9. Continued Force and Effect. The parties hereby ratify and confirm the 1998 Easement Agreement and the 1998 Easement and acknowledge and agree that, as amended by this Amendment with respect to the parties' Properties, the 1998 Easement Agreement is binding and is and remains unchanged and in full force and effect. In the event of a conflict between the terms of the 1998 Easement Agreement and this Amendment, the terms of this Amendment shall control as to the rights and interests of the parties and their respective property located within the Properties.

10. Counterparts; Captions Not Binding; Interpretation. This Amendment may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement. The captions in this Amendment are inserted for reference only and in no way define, describe, or limit the scope or intent of this Amendment or of any of the provisions hereof. Whenever the singular number is used in this Amendment and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

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

12. No Merger. There shall be no merger of the 1998 Easement or the Relocated 1998 Easement estate as relocated pursuant to this Amendment with or into each or any of the fee estates owned by the any of the Amending Parties in the Properties or any part thereof.

[signature page follows]

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

4 INDEPENDENCE:

4 INDEPENDENCE, LLC, a Utah limited liability company

By: DAI Managers, LLC
By Nate Shipp
Its Manager

ROCKWELL:

ROCKWELL STORAGE, LLC, a Utah limited liability company

By: DAI Managers, LLC
By [Signature]
Its Manager

MT. JORDAN:

MT. JORDAN LIMITED PARTNERSHIP, a Utah limited partnership

By [Signature]
Its General Partner

GENEVA ROCK:

GENEVA ROCK PRODUCTS, INC., a Utah corporation

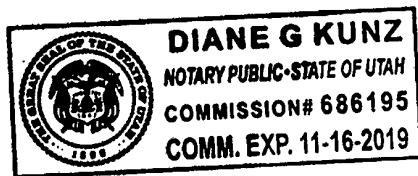
By _____
James D. Golding
President

STATE OF UTAH)
) : ss.
COUNTY OF Salt Lake)

On November 8th, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Nathan Shipp, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Manager of DAI Managers of 4 Independence, LLC, a Utah limited liability company, and acknowledged to me that he or she executed the within instrument on behalf of such limited liability company.

WITNESS my hand and official seal.

Signature [Signature]



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

4 INDEPENDENCE:

4 INDEPENDENCE, LLC, a Utah limited liability company

By: DAI managers, LLC
By Nate Shipp
Its Manager

ROCKWELL:

ROCKWELL STORAGE, LLC, a Utah limited liability company

By: DAI Managers, LLC
By [Signature]
Its Manager

MT. JORDAN:

MT. JORDAN LIMITED PARTNERSHIP, a Utah limited partnership

By [Signature]
Its General Partner

GENEVA ROCK:

GENEVA ROCK PRODUCTS, INC., a Utah corporation

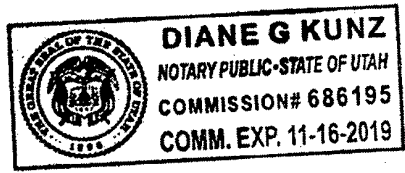
By [Signature]
James D. Golding
President

STATE OF UTAH)
: ss.
COUNTY OF Salt Lake)

On November 8th, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Nathan Shipp, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Manager of DAI Managers of 4 Independence, LLC, a Utah limited liability company, and acknowledged to me that he or she executed the within instrument on behalf of such limited liability company.

WITNESS my hand and official seal.

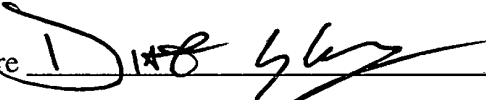
Signature [Signature]

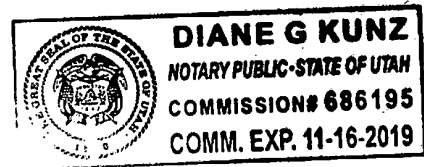


STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On November 8th, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Milton P Shipp, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Manager & DA Managers, Manager of Rockwell Storage, LLC, a Utah limited liability company, and acknowledged to me that he or she executed the within instrument on behalf of such limited liability company.

WITNESS my hand and official seal.


Signature 



STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On November 8th, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Lo. Lyn Kimball, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person that executed the within instrument as General Partner, on behalf of Mt. Jordan Limited Partnership, the partnership therein named, and acknowledged to me that the partnership executed it.

WITNESS my hand and official seal.

Signature 



STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On November 14, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared James D. Golding, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as President, on behalf of Geneva Rock Products, Inc., the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Cathy C. Preston



SCHEDULE 1

DESCRIPTION OF THE GENEVA ROCK PROPERTY

Parcel 1:

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

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

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

East 40.0 feet; thence South 40°05' East 80.0 feet; thence 49°05' West 40.0 feet to the point of Beginning.

ALSO LESS AND EXCEPT THEREFROM all that portion conveyed to the City of Bluffdale, a Utah municipal corporation, by Warranty Deed, recorded December 21, 2016 as Entry No. 12439300 in Book 10513 at Page 5885 of Official Records, as follows: A parcel of land located in the Southwest Quarter of Section 14 and the Southeast Quarter of Section 15, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Bluffdale City, Salt Lake County, Utah, and also being a part and portion of that certain property as shown on the Record of Survey Map No. S99-04-0269 on file in the Office of the Salt Lake County Surveyor, more particularly described as follows:

Tax Parcel No. 33-14-400-014

Parcel 2:

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

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

Tax Parcel No. 33-23-100-005

SCHEDULE 2

DESCRIPTION OF THE 4 INDEPENDENCE PROPERTY

A PORTION OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, LOCATED IN SALT LAKE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT DESCRIBED AS BEING LOCATED S89°39'39"E ALONG THE SECTION LINE 437.36 FEET AND SOUTH 1388.40 FEET AND SOUTH 9°21'41" WEST 35.02 FEET AND SOUTH 78°50'19" EAST 251.49 FEET AND SOUTH 21°55'35" WEST 323.69 FEET FROM THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTHEASTERLY ALONG A 530 FOOT RADIUS CURVE TO THE RIGHT, 65.19 FEET MORE OR LESS (CHORD BEARS SOUTH 34°14'26" EAST); THENCE SOUTH 43°52'11" WEST 144.69 FEET, MORE OR LESS; THENCE NORTH 21°55'35" EAST 169.44 FEET TO THE POINT OF BEGINNING.

Tax Parcel No. 33-13-151-003-0000

SCHEDULE 3

DESCRIPTION OF THE ROCKWELL PROPERTY

A PORTION OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, LOCATED IN SALT LAKE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF PHASE 2, BLUFFDALE HEIGHTS COMMERCIAL PARK SUBDIVISION, SAID POINT BEING LOCATED S89°39'39"E ALONG THE SECTION LINE 437.36 FEET AND SOUTH 1388.40 FEET FROM THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG SAID SUBDIVISION THE FOLLOWING (5) FIVE COURSES; N17°30'08"E 59.14 FEET; THENCE ALONG THE ARC OF A 700.00 FOOT RADIUS CURVE TO THE RIGHT 71.30 FEET THROUGH A CENTRAL ANGLE OF 5°50'10" (CHORD: N20°25'13"E 71.27 FEET); THENCE ALONG THE ARC OF A 45.00 FOOT RADIUS CURVE TO THE RIGHT 72.27 FEET THROUGH A CENTRAL ANGLE OF 92°00'55" (CHORD: N69°20'45"E 64.75 FEET); THENCE ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE LEFT 63.98 FEET THROUGH A CENTRAL ANGLE OF 13°19'49" (CHORD: S71°18'42"E 63.84 FEET); THENCE S77°58'36"E 389.71 FEET; THENCE S30°08'53"W 131.59 FEET; THENCE ALONG THE ARC OF A 800.00 FOOT RADIUS CURVE TO THE RIGHT 191.59 FEET THROUGH A CENTRAL ANGLE OF 13°43'18" (CHORD: S37°00'32"W 191.13 FEET); THENCE S43°52'11"W 298.58 FEET; THENCE ALONG THE ARC OF A 530.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: S59°14'24"W) TO THE LEFT 322.23 FEET THROUGH A CENTRAL ANGLE OF 34°50'05" (CHORD: N48°10'39"W 317.29 FEET); THENCE N65°35'41"W 4.07 FEET; THENCE ALONG THE ARC OF A 5.00 FOOT RADIUS CURVE TO THE RIGHT 7.85 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD: N20°35'41"W 7.07 FEET); THENCE N24°24'19"E 115.72 FEET; THENCE ALONG THE ARC OF A 354.00 FOOT RADIUS CURVE TO THE LEFT 42.65 FEET THROUGH A CENTRAL ANGLE OF 6°54'11" (CHORD: N20°57'13"E 42.62 FEET); THENCE N17°30'08"E 75.71 FEET TO THE POINT OF BEGINNING.

Tax Parcel No. 33-13-151-002-0000

SCHEDULE 4

DESCRIPTION OF THE Mt. Jordan 2017 Property

A PORTION OF THE NORTHWEST 1/4 OF SECTION 13 AND A PORTION OF THE NORTHEAST ¼ OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, LOCATED IN SALT LAKE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT DESCRIBED AS BEING LOCATED SOUTH 11°21'38" WEST 380.46 FEET AND SOUTH 11°21'38" WEST 387.73 FEET AND SOUTH 11°21'20" WEST 566.69 FEET MORE OR LESS AND SOUTH 82°50'15" EAST 572.82 FEET MORE OR LESS FROM THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; AND RUNNING THENCE SOUTH 10° EAST 120 FEET; THENCE SOUTH 74°30' WEST 566.25 FEET; THENCE NORTH 46° WEST 125 FEET MORE OR LESS TO THE CANAL; THENCE SOUTHWESTERLY 296.38 FEET ALONG A 1456 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG A 1944 FOOT RADIUS CURVE TO THE LEFT, 267.89 FEET (CHORD BEARS SOUTH 44°57'25" WEST); THENCE SOUTH 22°29'55" EAST 70.47 FEET MORE OR LESS; THENCE SOUTH 36°30' EAST 646.386 FEET; THENCE NORTH 76°44'23" EAST 153.738 FEET; THENCE NORTHEASTERLY ALONG A 500 FOOT RADIUS CURVE TO THE LEFT, 419.214 FEET (CHORD BEARS NORTH 52°43'23" EAST); THENCE NORTH 28°42'05" EAST 63.786 FEET; THENCE NORTHEASTERLY ALONG AN 800 FOOT RADIUS CURVE TO THE RIGHT, 211.771 FEET (CHORD NORTH 36°17'05" EAST); THENCE NORTH 43°52'06" EAST 190.33 FEET MORE OR LESS; THENCE NORTH 21°55'35" EAST 169.44 FEET MORE OR LESS; THENCE NORTHWESTERLY ALONG A 530 FOOT RADIUS CURVE TO THE LEFT, 257.13 FEET (CHORD BEARS NORTH 51°41'47" WEST); THENCE NORTH 65°35'52" WEST 4.07 FEET; THENCE NORTHWESTERLY ALONG A 5 FOOT RADIUS CURVE TO THE RIGHT, 7.85 FEET (CHORD BEARS NORTH 20°35'33" WEST); THENCE NORTH 24°24'19" EAST 115.72 FEET; THENCE NORTHEASTERLY ALONG A 354 FOOT RADIUS CURVE TO THE LEFT, 42.65 FEET (CHORD BEARS NORTH 20°57'14" EAST); THENCE NORTH 17°30'08" EAST 75.71 FEET; THENCE NORTH 82°22'40" WEST 30.45 FEET MORE OR LESS; THENCE SOUTH 22°32'26" WEST 6.31 FEET MORE OR LESS; THENCE NORTH 82°50'15" WEST 100 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THEREFROM ALL THAT PORTION LYING WITHIN THE LAND CONVEYED BY MT. JORDAN LIMITED PARTNERSHIP, AS GRANTOR IN SPECIAL WARRANTY DEED, TO 5 INDEPENDENCE, LLC, AS GRANTEE, RECORDED FEBRUARY 3, 2014 AS ENTRY NO. 11798925 IN BOOK 10209 AT PAGE 181 OF OFFICIAL RECORDS, AND ALSO WITHIN THE LAND CONVEYED TO THE CITY OF BLUFFDALE BY THAT CERTAIN SPECIAL WARRANTY DEED, RECORDED MAY 28, 2014 AS ENTRY NO. 11855824 IN BOOK 10233 AT PAGE 6215 OF OFFICIAL RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S89°46'54"W ALONG THE SECTION LINE 293.66 FEET AND SOUTH 1406.07 FEET FROM THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S66°09'55"E 109.18 FEET; THENCE ALONG THE ARC OF A 1456.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: N59°12'09"W) TO THE RIGHT 460.14 FEET THROUGH A CENTRAL ANGLE OF 18°06'26" (CHORD: S39°51'04"W 458.23 FEET); THENCE ALONG THE ARC OF A 1944.00 FOOT RADIUS CURVE TO THE LEFT 267.89 FEET THROUGH A CENTRAL ANGLE OF 7°53'44" (CHORD: S44°57'25"W 267.68 FEET); THENCE S22°29'55"E 9.31 FEET; THENCE S43°28'59"W 145.50 FEET; THENCE S38°41'59"W 578.04 FEET; THENCE N49°40'23"W 134.26 FEET; THENCE N40°19'19"E 704.01 FEET; THENCE ALONG THE ARC OF A 2061.50 FOOT RADIUS CURVE TO THE RIGHT 308.81 FEET THROUGH A CENTRAL ANGLE OF 8°34'59" (CHORD: N44°36'48"E 308.53 FEET); THENCE ALONG THE ARC OF A 1338.50 FOOT RADIUS CURVE TO THE LEFT 379.31 FEET THROUGH A CENTRAL ANGLE OF 16°14'13" (CHORD: N40°47'11"E 378.04 FEET); THENCE S22°50'18"E 18.51 FEET; THENCE ALONG THE ARC OF A 1132.50 FOOT RADIUS NONTANGENT CURVE (RADIUS BEARS: N65°33'09"W) TO THE LEFT 17.48 FEET THROUGH A CENTRAL ANGLE OF 0°53'04" (CHORD: N24°00'18"E 17.48 FEET); THENCE ALONG THE ARC OF A 5115.00 FOOT RADIUS CURVE TO THE RIGHT 24.26 FEET THROUGH A CENTRAL ANGLE OF 0°16'18" (CHORD: N23°41'55"E 24.26 FEET) TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT THEREFROM ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT SOUTH 89° 39' 55" EAST ALONG THE SECTION LINE 406.26 FEET AND SOUTH 1384.43 FEET FROM THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 23° 00' 00" WEST 6.47 FEET; THENCE NORTH 82° 51' 19" WEST 557.31 FEET TO THE EASTERLY LINE OF THE DRAPER IRRIGATION CANAL; THENCE NORTH 16° 17' 49" EAST ALONG SAID EASTERLY LINE 11.00 FEET; THENCE SOUTH 82° 22' 40" EAST 557.35 FEET TO THE POINT OF BEGINNING.

Tax Parcel No. 33-14-200-042-0000

SCHEDULE 5

DESCRIPTION OF THE MT. JORDAN EASEMENT PROPERTY

A portion of Section 13 & 14, Township 4 South, Range 1 West, Salt Lake Base & Meridian, located in Bluffdale, Utah, more particularly described as follows:

Beginning at a point located S89°39'39"E along the Section line 493.90 feet and South 1929.65 feet from the Northwest Corner of Section 13, T4S, R1W, S.L.B.& M.; thence along the northerly line of the Geneva Rock Products, Inc Parcel the following five (5) courses: thence S43°52'11"W 188.08 feet; thence along the arc of a 800.00 foot radius curve to the left 211.77 feet through a central angle of 15°10'01" (chord: S36°17'10"W 211.15 feet); thence S28°42'10"W 63.79 feet; thence along the arc of a 500.00 foot radius curve to the right 419.21 feet through a central angle of 48°02'18" (chord: S52°43'19"W 407.04 feet); thence S76°44'28"W 153.76 feet to the westerly line of the Mt. Jordan parcel; thence N36°27'44"W along said parcel 32.15 feet; thence N76°44'23"E 165.10 feet; thence along the arc of a 470.00 foot radius curve to the left 394.06 feet through a central angle of 48°02'18" (chord: N52°43'14"E 382.62 feet); thence N28°42'05"E 63.79 feet; thence along the arc of a 830.00 foot radius curve to the right 219.71 feet through a central angle of 15°10'01" (chord: N36°17'05"E 219.07 feet); thence N43°52'06"E 108.84 feet; thence along the arc of a 830.00 foot radius curve to the right 71.33 feet through a central angle of 4°55'27" (chord: N46°19'50"E 71.31 feet); Thence N48°47'33"E 51.09 feet; thence along the arc of a 830.00 foot radius curve to the left 12.87 feet through a central angle of 0°53'18" (chord: N48°20'54"E 12.87 feet); thence S21°55'35"W 58.62 feet to the point of beginning.

Contains: ±0.73Acres

Part of 33-14-200-042-0000

SCHEDULE 6

DESCRIPTION OF THE GENEVA ROCK EASEMENT PROPERTY

A portion of Section 13 & 14, Township 4 South, Range 1 West, Salt Lake Base & Meridian, located in Bluffdale, Utah, more particularly described as follows:

Beginning at a point on the south line of Royal Mile Road, said point being located S89°39'39"E along the Section line 982.25 feet and South 1340.78 feet from the Northwest Corner of Section 13, T4S, R1W, S.L.B. & M.; thence S77°58'36"E along said line 36.41 feet; thence S30°09'11"W 166.04 feet; thence along the arc of a 560.00 foot radius curve to the right 102.29 feet through a central angle of 10°27'55" (chord: S35°23'08"W 102.14 feet); thence S40°37'06"W 191.51 feet; thence along the arc of a 1060.00 foot radius curve to the right 86.34 feet through a central angle of 4°40'00" (chord: S42°57'06"W 86.31 feet); thence S45°17'06"W 149.51 feet; thence along the arc of a 890.00 foot radius curve to the right 54.48 feet through a central angle of 3°30'27" (chord: S47°02'20"W 54.48 feet); thence S48°47'33"W 51.09 feet; thence along the arc of a 770.00 foot radius curve to the left 66.18 feet through a central angle of 4°55'27" (chord: S46°19'50"W 66.16 feet); thence S43°52'06"W 108.84 feet; thence along the arc of a 770.00 foot radius curve to the left 203.83 feet through a central angle of 15°10'01" (chord: S36°17'05"W 203.23 feet); thence S28°42'05"W 63.79 feet; thence along the arc of a 530.00 foot radius curve to the right 444.37 feet through a central angle of 48°02'18" (chord: S52°43'14"W 431.47 feet); thence S76°44'23"W 139.39 feet; thence N36°27'44"W 33.13 feet to the northerly line of the Geneva Rock Products, Inc Parcel; thence along said parcel the following seven (7) courses: thence N76°44'28"E 153.76 feet; thence along the arc of a 500.00 foot radius curve to the left 419.21 feet through a central angle of 48°02'18" (chord: N52°43'19"E 407.04 feet); thence N28°42'10"E 63.79 feet; thence along the arc of a 800.00 foot radius curve to the right 211.77 feet through a central angle of 15°10'01" (chord: N36°17'10"E 211.15 feet); thence N43°52'11"E 631.35 feet; thence along the arc of a 800.00 foot radius curve to the left 191.59 feet through a central angle of 13°43'18" (chord: N37°00'32"E 191.13 feet); thence N30°08'53"E 131.59 feet to the point of beginning.

Contains: ±1.39 Acres

Part of 33-14-400-014-0000
33-23-100-005-0000