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6/8/2011 4:58:00 PM \$43.00
Book - 9929 Pg - 7259-7273
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 15 P.

WHEN RECORDED, RETURN TO:
222 South Main Street, Suite 2200
Salt Lake City, Utah 84101
Attention: Steven J. Vuyovich

Tax Parcel/Serial Nos.: 33-23-400-005-0000
33-23-100-004-0000
33-23-100-002-0000
33-23-400-001-0000
33-23-300-005-0000
33-23-300-004-0000

WATER SERVICE AGREEMENT

THIS WATER SERVICE AGREEMENT (this "Agreement") is made and established this June 8th, 2011, by B & B Resources, Inc., a Utah corporation ("B & B") and L & B Resources, LLC, a Utah limited liability company ("L & B").

RECITALS:

A. B & B is the owner of certain real property located in the City of Bluffdale, County of Salt Lake, State of Utah, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "B & B Property"). B & B and its affiliated companies operate a sand and gravel pit (the "Sand & Gravel Pit"), two ready-mix concrete batch plants and associated facilities on the B & B Property.

B. L & B is the owner of certain real property adjacent to the B & B Property, more particularly described on Exhibit B attached hereto and incorporated herein by this reference (the "L & B Property"). L & B and its affiliated companies operate a precast concrete plant, ready-mix concrete batch plant and associated facilities on the L & B Property. The L & B Property previously was owned by B & B.

C. B & B owns an underground water well located in Salt Lake County, Utah on the B & B Property (together with a replacement well or wells should B & B elect to construct such, the "Well") which is permitted under Water Right No. 57-2965 (Application No. 30487) (Certificate No. 9369) (the "Water Right"). The condition of the Well is not known. The current location of the Well is depicted on Exhibit C attached hereto and incorporated herein.

D. For many years, the Well has supplied water for industrial purposes and limited domestic purposes to the B & B Property and the L & B Property.

E. L & B acquired 15 acre feet of the Water Right from B & B by deed (the "Existing Water"), and L & B may in the future acquire from B & B up to an additional 20 acre feet of the Water Right (the "Additional Water") pursuant to an agreement. Collectively the

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Existing Water and the Additional Water is referred to herein as the "L & B Water." Pursuant to an agreement between the parties, the exact amount of the Additional Water will be determined in the future and may be between 0 acre feet and 20 acre feet. Thus, the amount of the L & B Water will be a minimum of 15 acre feet and up to a maximum of 35 acre feet.

F. The parties desire to enter into this Agreement to continue the delivery of the L & B Water by B & B to L & B pursuant to the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Water Delivery.

- a. B & B agrees to continue to deliver the L & B Water to the L & B Property at the times and flow rates that water from the Well was historically delivered to the L & B Property; provided, however, that the flow rate for delivery of the L & B Water shall be at least 35 gallons per minute, unless otherwise agreed by the parties or as provided in Subsection c. of this Section. B & B will deliver the L & B Water to a point on the property boundary line between the B & B Property and the L & B Property, as depicted on Exhibit C (the "Delivery Point"). A determination by B & B that it will relocate its point of diversion from the Well shall not result in a change in the Delivery Point. The Delivery Point may be relocated upon the mutual agreement of the parties.
- b. A meter shall be installed by B & B at a point that will permit proper measurement of the delivery of the L & B Water and to provide measurements of water use for record keeping purposes; B & B will upon request provide L & B usage information from such meter and upon request by L & B allow L & B to confirm the accuracy of such meter. B & B will not deliver water to L & B other than the L & B Water.
- c. If the Well cannot produce sufficient water to supply both B & B's requirements and L & B's requirements for the operation of their respective businesses then, from and after the giving of written notice to that effect by B & B to L & B, B & B and L & B will during such shortage use their proportionate shares of all available water from the Well, which proportionate share for L & B shall be 2.63% (the "Percentage"). The Percentage shall also be used to establish L & B's pro-rata reduction of its deliverable minimum flow of 35 gpm.

2. Term of Agreement. The term of this Agreement shall commence on the date hereof and shall continue so long as B & B operates the Sand and Gravel Pit; provided, however, that nothing in this Agreement shall require B & B to replace the Well or the water produced by the Well in order to provide water to L & B hereunder or otherwise. B & B shall provide to

L & B a minimum of six (6) months prior written notice of its intention to cease its operation of the Sand and Gravel Pit so that L & B may relocate its point of diversion from the Well to a new point of diversion. L & B may terminate this Agreement by written notice to B & B.

3. Payments for Water Delivery. Beginning on July 1, 2011, L & B shall pay B & B a monthly fee to deliver the L & B Water (the "Delivery Fee") as follows: For the Existing Water, the Delivery Fee shall be \$100.00 per month. For the Additional Water, the Delivery Fee shall be \$7.00 per month for each acre foot or portion thereof of Additional Water delivered. The Delivery Fee shall increase by ten percent (10%) beginning on July 1, 2016 and every 5 years thereafter.

4. Use of Water. The Existing Water is currently authorized for use as specified in the Water Right. The water delivered to L & B hereunder shall be used only by L & B, its tenants, affiliates, successors and assigns for purposes and only at places as may from time to time be specified in the Water Right, as updated from time to time; provided, however, B & B's delivery obligations under this Agreement shall not include any delivery obligation for water under the Water Right to places of use other than on the L & B Property.

5. Sale of L & B Water. In the event that L & B sells, other than in connection with a sale of all or a portion of the L & B Property, all or any portion of the Existing Water or the Additional Water, B & B's obligation to deliver such portion of the Existing Water or Additional Water sold by L & B water shall cease. L & B shall notify B & B of the sale of all or any portion of the Existing Water or the Additional Water within 10 days of the execution of any deed conveying such water.

6. Operation, Maintenance and Repair Obligations. During the term of this Agreement, B & B shall be responsible for and perform all operation, maintenance, repair, and replacement of the Well and any portion of the water delivery system located on the B & B Property from the Well to the Delivery Point. L & B shall be responsible for all operation, maintenance, repair, and replacement of the water delivery system from the Delivery Point to those locations on the L & B Property where L & B places the water delivered hereunder to beneficial use.

7. Default. If any payment is not timely paid when due, then interest shall accrue on any outstanding balance at a rate of eighteen percent per annum (1.5% per month). In the event of a default, the non-defaulting party shall be required to deliver notice of default specifying the nature of the default; the defaulting party shall have thirty (30) days to cure such default. If the default is not cured, then the parties shall have the right to all remedies and causes of action allowable at law or in equity, including specific performance. In addition to the other rights and remedies available to B & B, B & B shall have the right to stop deliveries of any water pursuant to the terms hereunder in the event L & B fails to make any payments required pursuant to this Agreement following the thirty (30) day cure period set forth in this section.

8. Water Quality and Suitability for Use. L & B acknowledges and agrees that the water that B & B agrees to deliver from the Well to the Delivery Point hereunder is unfiltered, untreated water and that a limited portion of the Water Right, which is administratively approved

by the Utah Division of Water Rights for domestic use, is unfit for human consumption. L & B agrees that it will not use or provide such water delivered hereunder for human consumption on or off the L & B Property. B & B makes no representations or warranties as to the quality of such untreated water to be delivered hereunder from the Well and shall have no obligation to treat or filter the raw water delivered hereunder. Further, L & B agrees to accept and use, and B & B agrees to deliver, such water in its untreated, as-is, unfiltered condition without any warranty of any kind, whether express or implied and without any warranty, whether express or implied, with respect to the fitness or quality of the untreated water delivered hereunder.

9. Beneficial Use – No Waste. L & B agrees to use the L & B Water for uses authorized under the Water Right from time to time for so long as it is being delivered by B & B from the Well but only on the L & B Property.

10. L & B Relocation of Point of Diversion. By written notice to B & B, L & B may relocate its point of diversion for the L & B Water from the Well to a location not on the B & B Property at any time subsequent to the filing of an Application for Permanent Change of Water by B & B to quantify the Water Right. B & B agrees that it will reasonably cooperate with L & B in connection therewith and support L & B's application to the Utah Division of Water Rights to drill such well, but only to the extent that such a well is permitted for the production of 35 acre feet per year or less of water. B & B agrees that in no event will either B & B or any of its Affiliates, directly or indirectly, formally or informally, lodge and protest or object to any such application made by L & B.

11. Indemnification. B & B agrees to defend, indemnify, and hold L & B harmless from and against costs, actions, claims, damages and liabilities ("Liabilities") arising or suffered in connection with B & B's breach of this Agreement. L & B hereby agrees to defend, indemnify, and hold B & B harmless from and against Liabilities arising or suffered in connection with L & B's breach of this Agreement.

12. Assignment. L & B may assign its rights or delegate its duties under this Agreement; provided, however, that any such assignee must, as a condition to such assignment, deliver to B & B a writing in which it acknowledges receipt of a copy of this Agreement and agrees to be bound by it. The rights and duties granted or created under this Agreement may not be transferred or assigned by L & B separately from the transfer of the L & B Property. This Agreement shall be binding upon the parties, their respective successors and assigns.

13. Force Majeure. No party shall be held liable for a failure to perform hereunder due to wars, strikes, acts of God, natural disasters, any action by federal, state or local governmental authority, court or agency that precludes performance under this Agreement or similar occurrences outside of the control of such party.

14. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

15. No Third Party Beneficiary. It is the specific intent of the parties that only L & B and B & B, and their respective affiliates or their successors or assigns as permitted herein, shall

have the right to benefit from, claim rights under, or enforce this Agreement and that no third party, including, but not limited to, the general public or any person or entity not located on the L & B Property, shall be deemed to be a beneficiary of any of the rights or benefits of this Agreement, whether by operation of law or otherwise.

16. Further Assurances. Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purposes of the Agreement at the request of the other party.

17. No Agency, Joint Venture, or Partnership. This Agreement in no way creates any type of agency relationship, joint venture, or partnership between B & B and L & B.

18. Construction. This Agreement has been reviewed and revised by legal counsel for each of the parties, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control the meaning or construction of any of the provisions hereof.

19. Severability, Invalidity. If any provision of this Agreement shall be held to be unconstitutional, invalid, or unenforceable by a court of competent jurisdiction or as a result of any legislative action, such holding or action shall be strictly construed. Furthermore, such provision shall be construed, limited, or if necessary, severed, but only to the extent necessary to eliminate such invalidity or unenforceability, and the other provisions of this Agreement shall remain unaffected and this Agreement shall be construed and enforced as if such provision in its original form and content had never comprised a part hereof.

20. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given when received if personally delivered, or mailed, certified mail, return receipt requested, sent by overnight carrier to the addresses set forth therein, or delivered by facsimile with a conforming copy also sent by mail or overnight carrier as provided herein. Addresses for notice may be changed by giving 10 days written notice of the change in the manner set forth herein.

If to B & B:

B & B Resources, Inc.
c/o Summit Materials, LLC
2900 K Street NW., Suite 100
Harbourside North Tower Building
Washington, DC 20007
Attention: Anya Fonina

and

B & B Resources, Inc.
c/o Kilgore Companies
P.O. Box 189
Magna, UT 84044
Attention: Jason Kilgore

If to L & B:

L & B Resources, LLC
P.O. Box 685
Oakley, Utah 84055
Attention: Brent Baker

21. Execution and Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall together constitute and be the same document.

22. Enforcement of Agreement. The parties acknowledge and agree that any of them would be irreparably harmed if any of the provisions of this Agreement are not performed in accordance with their specific terms and that any breach of this Agreement could not be adequately compensated in all cases by monetary damages alone. Accordingly, the parties agree that, in addition to any other right or remedy to which a party may be entitled at law or in equity, a party shall be entitled to enforce any provision of this Agreement by a decree of specific performance and to obtain temporary, preliminary, and permanent injunctive relief to prevent breaches or threatened breaches, without posting any bond or giving any other undertaking.

23. Entire Agreement; Amendment; Waiver. This Agreement shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersede all offers, negotiations, and other agreements with respect thereto. Any amendment to this Agreement must be in writing and executed by the authorized representatives of both parties. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by B & B or L & B for the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same of any other covenant or condition of this Agreement.

24. Attorneys' Fees. In the event either party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover from the non-prevailing party in any such

action or proceeding its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal). All such costs and attorneys' fees shall be deemed to have accrued on commencement of any legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment.

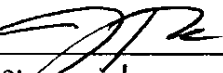
25. Recordation. Following the execution of this Agreement by the parties hereto, either party may cause this Agreement or a memorandum thereof to be recorded in the office of the Salt Lake County Recorder.

IN WITNESS WHEREOF, L & B and B & B have caused this Agreement to be executed by persons duly authorized to execute the same as of the date first above written.

[SIGNATURES ON FOLLOWING PAGES]

B & B:

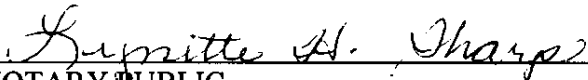
B & B Resources, Inc., a Utah corporation

By: 
Name: Jason Kilgore
Title: Vice President

State of Utah }
 } ss.
County of Salt Lake }

On the 8th day of June, 2011, before me, personally appeared Jason Kilgore, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) are/is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that his/her/their signature(s) on the instrument that person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


NOTARY PUBLIC



L & B:

L & B Resources, LLC, a Utah limited liability company

By: [Signature]
Name: Brent Baker
Title: Owner

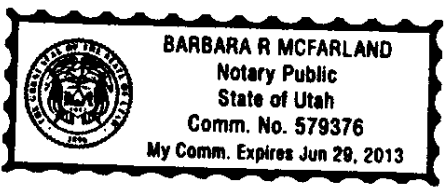
State of Utah }
 } ss.
County of Salt Lake }

On the 8th day of June, 2011, before me, personally appeared
Brent Baker

_____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) are/is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that his/her/their signature(s) on the instrument that person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Barbara R. McFarland
NOTARY PUBLIC



**EXHIBIT A
TO
WATER SERVICE AGREEMENT**

B & B PROPERTY

That certain real property located in Salt Lake County, State of Utah described as follows:

THE BASIS OF BEARING FOR THE FOLLOWING DESCRIPTIONS IS NORTH 00°18'52" WEST BETWEEN THE FOUND SLC BRASS CAP FOR THE WEST QUARTER CORNER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN TO THE FOUND SLC BRASS CAP FOR THE NORTHWEST CORNER OF SAID SECTION 23.

PARCEL 1:

BEGINNING AT A POINT ON THE EASTERLY LINE OF THE EAST JORDAN CANAL, SAID POINT BEING NORTH 89°26'27" EAST ALONG THE CENTER SECTION LINE, 238.62 FEET FROM THE WEST QUARTER CORNER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID EASTERLY LINE THE FOLLOWING FOURTEEN (14) COURSES: (1) NORTH 09°09'54" WEST 17.78 FEET; (2) NORTH 02°36'40" EAST 22.63 FEET; (3) NORTH 22°26'39" EAST 160.06 FEET; (4) NORTH 14°36'07" EAST 42.86 FEET; (5) NORTH 00°52'58" WEST 241.41 FEET; (6) NORTH 10°53'42" WEST 35.93 FEET; (7) NORTH 22°38'40" WEST 100.36 FEET; (8) NORTH 15°15'44" WEST 54.94 FEET; (9) NORTH 28°36'36" WEST 151.16 FEET; (10) NORTH 22°02'14" WEST 71.17 FEET; (11) NORTH 06°32'52" WEST 70.76 FEET; (12) NORTH 02°45'50" EAST 183.49 FEET; (13) NORTH 03°00'10" WEST 141.48 FEET; (14) NORTH 17°38'24" WEST 71.16 FEET TO THE NORTH LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST QUARTER OF SAID SECTION 23; THENCE NORTH 89°34'33" EAST ALONG SAID NORTH LINE, 2497.75 FEET TO THE NORTH 1/16TH CORNER; THENCE NORTH 89°30'05" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23, 1284.73 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE FRONTAGE ROAD KNOWN AS PONY EXPRESS; THENCE ALONG SAID RIGHT OF WAY LINE, 412.97 FEET ALONG THE ARC OF A 5248.06 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 01°00'12" WEST 412.86 FEET); THENCE SOUTH 01°15'03" EAST 112.00 FEET ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 89°27'21" WEST 458.80 FEET; THENCE SOUTH 00°27'04" EAST 1210.22 FEET, MORE OR LESS, TO THE NORTHERLY BANK OF THE EAST JORDAN CANAL; THENCE ALONG SAID NORTHERLY BANK THE FOLLOWING TWENTY (20) COURSES: (1) NORTH 60°42'00" WEST 102.00 FEET; (2) NORTH 68°40'00" WEST 177.12 FEET; (3) NORTH 78°51'00" WEST 63.80 FEET; (4) SOUTH 84°47'00" WEST 103.85 FEET; (5) SOUTH 49°45'00" WEST 129.45 FEET; (6) SOUTH 37°34'00" WEST 67.96 FEET; (7) SOUTH 50°23'00" WEST 261.84 FEET; (8) SOUTH 61°50'00" WEST 44.00 FEET; (9) SOUTH 73°21'00" WEST 190.63 FEET; (10) SOUTH 84°24'00" WEST 208.45 FEET; (11) SOUTH 64°54'00" WEST 138.93 FEET; (12)

SOUTH 51°55'00" WEST 140.05 FEET; (13) SOUTH 38°04'00" WEST 303.21 FEET; (14) SOUTH 54°56'00" WEST 33.38 FEET; (15) SOUTH 65°31'00" WEST 110.42 FEET; (16) SOUTH 67°20'00" WEST 143.53 FEET; (17) SOUTH 87°41'00" WEST 50.91 FEET; (18) NORTH 47°31'00" WEST 50.65 FEET; (19) NORTH 27°30'00" WEST 160.80 FEET; (20) NORTH 49°40'00" WEST 118.86 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE NORTH 00°22'45" WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23, 942.47 FEET TO THE WEST 1/16TH CORNER OF SAID SECTION 23; THENCE SOUTH 89°26'27" WEST, ALONG THE CENTER OF SECTION LINE 1074.27 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

BEGINNING AT A POINT ON THE EASTERLY BANK OF THE EAST JORDAN CANAL, SAID POINT BEING NORTH 89°26'27" EAST ALONG THE CENTER SECTION LINE, 1312.89 FEET AND SOUTH 00°22'45" EAST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23, 1311.21 FEET AND NORTH 89°19'10" EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23 1314.38 FEET TO THE SOUTH 1/16TH CORNER OF SECTION 23 AND NORTH 89°27'21" EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 23, 839.19 FEET FROM THE WEST QUARTER CORNER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID EASTERLY BANK THE FOLLOWING EIGHT (8) COURSES: (1) NORTH 09°04'00" WEST 82.20 FEET; (2) NORTH 14°45'00" WEST 139.10 FEET; (3) NORTH 03°35'00" WEST 60.38 FEET; (4) NORTH 07°02'00" EAST 72.60 FEET; (5) NORTH 17°12'00" EAST 208.41 FEET; (6) NORTH 09°09'00" EAST 96.54 FEET; (7) NORTH 02°50'00" WEST 157.70 FEET; (8) NORTH 34°07'00" WEST 97.54 FEET; THENCE NORTH 00°27'04" WEST 1210.22 FEET; THENCE NORTH 89°27'21" EAST 458.80 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE FRONTAGE ROAD KNOWN AS PONY EXPRESS; THENCE ALONG SAID RIGHT OF WAY LINE 386.37 FEET ALONG THE ARC OF A 3370.01 FOOT NON TANGENT CURVE TO THE LEFT (CHORD BEARS SOUTH 05°23'22" EAST 386.16 FEET) TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE SOUTH 00°24'53" EAST ALONG SAID EAST LINE 394.56 FEET TO THE EAST 1/16TH CORNER OF SAID SECTION 23; THENCE SOUTH 00°27'04" EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 23, 1311.79 FEET TO THE SOUTHEAST 1/16TH CORNER OF SAID SECTION 23; THENCE SOUTH 89°27'21" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 23, 469.95 FEET TO THE POINT OF BEGINNING.

**EXHIBIT B
TO
WATER SERVICE AGREEMENT**

L & B PROPERTY

That certain real property located in Salt Lake County, State of Utah described as follows:

THE BASIS OF BEARING FOR THE FOLLOWING DESCRIPTIONS IS NORTH 00°18'52" WEST BETWEEN THE FOUND SLC BRASS CAP FOR THE WEST QUARTER CORNER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN TO THE FOUND SLC BRASS CAP FOR THE NORTHWEST CORNER OF SAID SECTION 23.

PARCEL 2:

BEGINNING AT A POINT NORTH 89°26'27" EAST ALONG THE CENTER SECTION LINE, 1312.89 FEET AND SOUTH 00°22'45" EAST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23, 1311.21 FEET AND NORTH 89°19'10" EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23 1314.38 FEET TO THE SOUTH 1/16TH CORNER OF SECTION 23 AND NORTH 19°53'41" WEST 141.45 FEET FROM THE WEST QUARTER CORNER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 09°22'19" WEST 48.65 FEET; THENCE SOUTH 79°53'54" WEST 522.78 FEET; THENCE NORTH 10°03'10" WEST 290.08 FEET; THENCE NORTH 79°51'18" EAST 345.84 FEET; THENCE NORTH 10°09'12" WEST 137.11 FEET; THENCE NORTH 79°57'48" EAST 241.09 FEET; THENCE SOUTH 10°02'12" EAST 36.89 FEET; THENCE NORTH 73°38'06" EAST 344.77 FEET; THENCE SOUTH 16°21'54" EAST 140.72 FEET; THENCE NORTH 73°22'19" EAST 29.73 FEET; THENCE SOUTH 16°26'07" EAST 119.68 FEET; THENCE SOUTH 72°48'17" WEST 59.09 FEET; THENCE SOUTH 16°21'54" EAST 25.92 FEET; THENCE SOUTH 73°38'06" WEST 200.70 FEET; THENCE SOUTH 11°01'33" EAST 162.72 FEET; THENCE SOUTH 78°58'27" WEST 212.99 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

BEGINNING AT A POINT ON THE EASTERLY BANK OF THE EAST JORDAN CANAL, SAID POINT BEING NORTH 89°26'27" EAST ALONG THE CENTER SECTION LINE 1312.89 FEET AND SOUTH 00°22'45" EAST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23, 942.47 FEET FROM THE WEST QUARTER CORNER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG THE EASTERLY AND NORTHERLY BANK OF SAID EAST JORDAN CANAL THE

FOLLOWING TWENTY-EIGHT (28) COURSES: (1) SOUTH 49°40'00" EAST 118.86 FEET; (2) SOUTH 27°30'00" EAST 160.80 FEET; (3) SOUTH 47°31'00" EAST 50.65 FEET; (4) NORTH 87°41'00" EAST 50.91 FEET; (5) NORTH 67°20'00" EAST 143.53 FEET; (6) NORTH 65°31'00" EAST 110.42 FEET; (7) NORTH 54°56'00" EAST 33.38 FEET; (8) NORTH 38°04'00" EAST 303.21 FEET; (9) NORTH 51°55'00" EAST 140.05 FEET; (10) NORTH 64°54'00" EAST 138.93 FEET; (11) NORTH 84°24'00" EAST 208.45 FEET; (12) NORTH 73°21'00" EAST 190.63 FEET; (13) NORTH 61°50'00" EAST 44.00 FEET; (14) NORTH 50°23'00" EAST 261.84 FEET; (15) NORTH 37°34'00" EAST 67.96 FEET; (16) NORTH 49°45'00" EAST 129.45 FEET; (17) NORTH 84°47'00" EAST 103.85 FEET; (18) SOUTH 78°51'00" EAST 63.80 FEET; (19) SOUTH 68°40'00" EAST 177.12 FEET; (20) SOUTH 60°42'00" EAST 102.00 FEET; (21) SOUTH 34°07'00" EAST 97.54 FEET; (22) SOUTH 02°50'00" EAST 157.70 FEET; (23) SOUTH 09°09'00" WEST 96.54 FEET; (24) SOUTH 17°12'00" WEST 208.41 FEET; (25) SOUTH 07°02'00" WEST 72.60 FEET; (26) SOUTH 03°35'00" EAST 60.38 FEET; (27) SOUTH 14°45'00" EAST 139.10 FEET; (28) SOUTH 09°04'00" EAST 82.20 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 23; THENCE SOUTH 89°27'21" WEST ALONG SAID SOUTH LINE 839.19 FEET TO THE SOUTH 1/16TH CORNER OF SAID SECTION 23; THENCE SOUTH 89°19'10" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23, 1314.38 FEET TO THE SOUTHWEST 1/16TH CORNER OF SAID SECTION 23; THENCE NORTH 00°22'45" WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23, 368.73 FEET TO THE BEGINNING.

LESS AND EXCEPTING PARCEL 2, DESCRIBED AS:

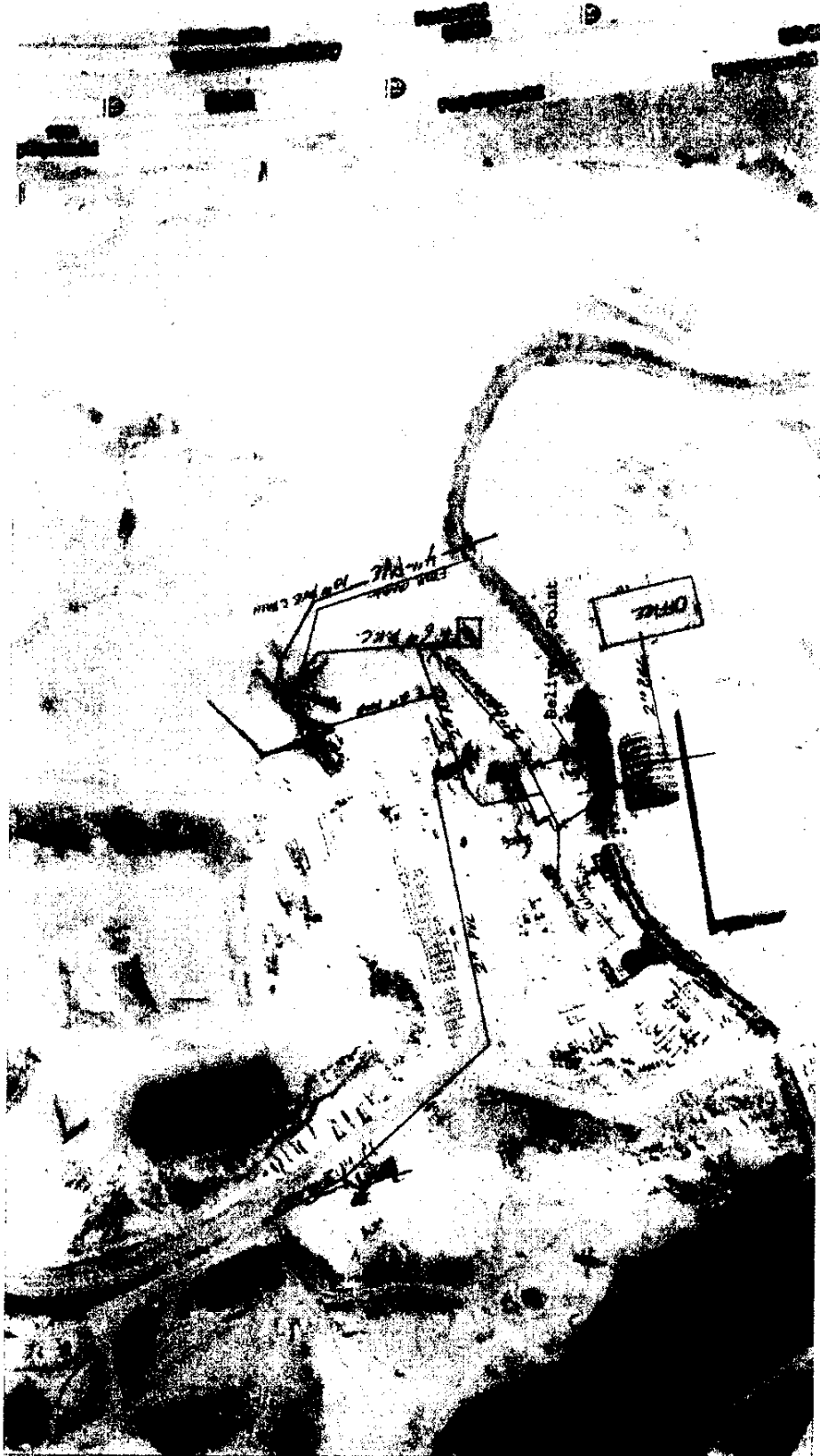
BEGINNING AT A POINT NORTH 89°26'27" EAST ALONG THE CENTER SECTION LINE, 1312.89 FEET AND SOUTH 00°22'45" EAST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23, 1311.21 FEET AND NORTH 89°19'10" EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23 1314.38 FEET TO THE SOUTH 1/16TH CORNER OF SECTION 23 AND NORTH 19°53'41" WEST 141.45 FEET FROM THE WEST QUARTER CORNER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 09°22'19" WEST 48.65 FEET; THENCE SOUTH 79°53'54" WEST 522.78 FEET; THENCE NORTH 10°03'10" WEST 290.08 FEET; THENCE NORTH 79°51'18" EAST 345.84 FEET; THENCE NORTH 10°09'12" WEST 137.11 FEET; THENCE NORTH 79°57'48" EAST 241.09 FEET; THENCE SOUTH 10°02'12" EAST 36.89 FEET; THENCE NORTH 73°38'06" EAST 344.77 FEET; THENCE SOUTH 16°21'54" EAST 140.72 FEET; THENCE NORTH 73°22'19" EAST 29.73 FEET; THENCE SOUTH 16°26'07" EAST 119.68 FEET; THENCE SOUTH 72°48'17" WEST 59.09 FEET; THENCE SOUTH 16°21'54" EAST 25.92 FEET; THENCE SOUTH 73°38'06" WEST 200.70 FEET; THENCE SOUTH 11°01'33" EAST 162.72 FEET; THENCE SOUTH 78°58'27" WEST 212.99 FEET TO THE POINT OF BEGINNING.

**EXHIBIT C
TO
WATER SERVICE AGREEMENT**

LOCATION OF WELL AND DELIVERY POINT

[See attached drawing.]

To
scr



Google maps