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 7/23/2012 4:08:00 PM \$84.00  
 Book - 10038 Pg - 4210-4246  
 Gary W. Ott  
 Recorder, Salt Lake County, UT  
 RAY QUINNEY & NEBEKER  
 BY: eCASH, DEPUTY - EF 37 P.

WHEN RECORDED RETURN TO:

Jordan Valley Water Conservancy District  
 8215 South 1300 West  
 West Jordan, Utah 84088  
 Attention: Reid Lewis, General Counsel

Parcel ID Nos. 33-16-300-36  
 33-17-400-12  
 33-17-400-14

**NON DISTURBANCE AGREEMENT REGARDING  
 EASEMENT/RIGHT OF WAY**

THIS NON DISTURBANCE AGREEMENT is entered into effective as of the 12 day of July, 2012 by and between Jordan Valley Water Conservancy District, a water conservancy district under the laws of the State of Utah ("JVWCD"), Metropolitan Water District of Salt Lake & Sandy, a metropolitan water district organized under the laws of the State of Utah ("MWD") and Staker & Parson Companies, a Utah corporation ("Staker").

**RECITALS**

A. Wasatch South Hills Development Co., LLC, a Utah limited liability company ("South Hills"), as Grantor, and JVWCD and MWD collectively as Grantee, are parties to an Easement/Right of Way Agreement (the "Easement"). A copy of the Easement is attached hereto as Exhibit "A" and incorporated herein.

B. The Easement is critical for JVWCD and MWD to access certain equipment which serves in the systematic delivery of water to customers throughout Salt Lake County, Utah.

C. Staker, pursuant to an Assignment date of December 10, 2010 is the successor to CMC Rock, LLC, a Utah limited liability company as "Lessee" under that certain Amended Sand and Gravel Lease Agreement dated October 30, 2008 but effective as of October 24, 2008 with Rockco LLC, a Utah limited liability company and Wasatch South Hills Development Co., LLC as "Lessor" (the "Sand and Gravel Lease"). Copies of the recorded Memorandum of Amended Sand and Gravel Lease Agreement and the Assignment of Lease transferring the Lessee's interest under the Sand and Gravel Lease are attached hereto as Exhibit "B" and incorporated herein.

D. JVWCD and MWD have determined that the real property described in the Easement lies within the real property subject to the Sand & Gravel Lease, as depicted on Exhibit "C" attached hereto and incorporated herein.

E. The parties have determined that the location of the Easement does not interfere with Staker's operations under the Sand & Gravel Lease.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Non Disturbance of Access Rights Under Easement. Staker, as Lessee under the Sand & Gravel Lease, on behalf of itself and its successors and assigns, hereby acknowledges that so long as the Sand & Gravel Lease is in effect, the use of the Easement by JVWCD and MWD, and their successors or assigns, shall not be disturbed or interfered with in any way by Staker, or its agents or employees. Without limiting the foregoing, Staker shall specifically abide by the provisions of Section 2(b) of the Easement, such that without the prior written consent of JVWCD and MWD, Staker shall not build, install, allow or otherwise place upon the Easement any structure or improvement, including but not limited to buildings, masonry fences, or anything which interferes with, or renders more difficult or expensive, JVWCD's and/or MWD's use of the Easement/Right of Way. Upon demand of JVWCD or MWD, any prohibited structure or improvement installed by Staker shall be removed immediately from the Easement at Staker's expense.

2. Attorney's Fees. In the event of a breach of this Agreement by Staker that remains uncured for three (3) business days after Staker's receipt of written notice, JVWCD and/or MWD shall be entitled to recover from Staker any costs of enforcement, including but not limited to attorneys' fees.

3. Notices. Notices under this Agreement shall be deemed to have been duly given by either party upon sending if faxed, delivered via nationally recognized overnight courier, or personally delivered, or upon receipt if mailed by Certified Mail, postage prepaid, return receipt requested, address as follows:

If to JVWCD:

Jordan Valley Water Conservancy District  
8215 South 1300 West  
West Jordan, Utah 84088  
Attention: RICHARD BAY  
Telephone: (801) 565-4300  
Fax: (801) 565-4399

If to MWD:

Metropolitan Water District of Salt Lake & Sandy  
3430 East Danish Road  
Cottonwood Heights, Utah 84093  
Attention: General Manager  
Telephone: (801) 942-1391  
Fax: (801) 942-3674

If to Staker:

Staker & Parson Companies  
2350 South 1900 West  
P.O. Box 3429  
Ogden, Utah 84409  
Attention: Dak Maxwell  
Telephone: (801) 731-1111  
Fax: \_\_\_\_\_

4. Recording. This Agreement may be recorded with the Salt Lake County, Utah Recorder's Office by any party at its own expense; following recording, copies of the recorded Agreement shall be distributed to all parties.

IN WITNESS WHEREOF, the parties have executed this Non Disturbance Agreement to be effective as of the date first written.

Staker & Parson Companies, a Utah corporation

By [Signature]  
Name: David Carlisle  
Title: General Manager

Jordan Valley Water Conservancy District

By [Signature]  
Name: Richard P. Basy  
Title: General Manager

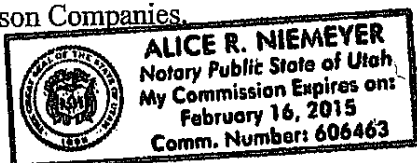
Metropolitan Water District of Salt Lake & Sandy

By [Signature]  
Name: Michael L. Wilson  
Title: General Manager

ACKNOWLEDGEMENTS

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

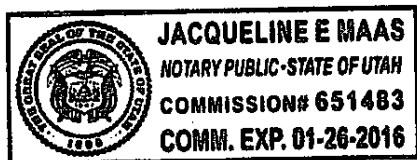
On the 12 day of July, 2012, personally appeared before me Travis Cornfield, who being duly sworn by me acknowledged that he executed the foregoing Non Disturbance Agreement in his capacity as General Manager of Staker & Parson Companies.



Alice R. Niemeyer  
Notary Public

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

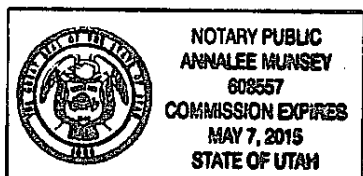
On the 16 day of July, 2012, personally appeared before me Richard P. Bay, who being duly sworn by me acknowledged that he executed the foregoing Non Disturbance Agreement in his capacity as General Manager of Jordan Valley Water Conservancy District.



Jacqueline E. Maas  
Notary Public

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

On the 23 day of July, 2012, personally appeared before me Michael L. Wilson, who being duly sworn by me acknowledged that he executed the foregoing Non Disturbance Agreement in his capacity as General Manager of Metropolitan Water District of Salt Lake & Sandy.



Annalee Munsey  
Notary Public

**EXHIBIT "A"**

(attach copy of Easement)

WHEN RECORDED MAIL TO:

Jordan Valley Water  
Conservancy District  
Attn: Property Manager  
8215 South 1300 West  
West Jordan, Utah 84088

11432770  
7/19/2012 9:47:00 AM \$34.00  
Book - 10037 Pg - 1161-1172  
Gary W. Ott  
Recorder, Salt Lake County, UT  
RAY QUINNEY & NEBEKER  
BY: eCASH, DEPUTY - EF 12 P.

PARCEL ID #33-16-300-036  
#33-17-400-012  
#33-17-400-014

EASEMENT/RIGHT-OF-WAY AGREEMENT

This Agreement is made as of the 18 day of JULY, 2012 (the "Effective Date"), among Wasatch South Hills Development Co., LLC, a Utah limited liability company ("Grantor"), and the Jordan Valley Water Conservancy District, a water conservancy district organized under the laws of the State of Utah, and the Metropolitan Water District of Salt Lake & Sandy, a metropolitan water district organized under the laws of the State of Utah (collectively, the "Grantee").

RECITALS:

A. Grantee is authorized by law to obtain easements and right-of-ways and to construct water works facilities and pipelines within them; and,

B. Grantee desires to obtain from Grantor and Grantor is willing to grant to Grantee an exclusive, perpetual easement and right-of-way in, on, over, across and through the lands of Grantor, consistent with the terms set forth in this Agreement.

**TERMS:**

The parties agree as follows:

1. (a) Grantor hereby grants to Grantee an exclusive, perpetual easement and right-of-way in, on, over, across and through Grantor's real property for vehicular and pedestrian access, ingress and egress to and from adjacent property for Grantee and for its agents, contractors, consultants, and invitees. The easement and right-of-way are described in attached Exhibit 1 and they are collectively referred to in this Agreement as the "Easement/Right-of-Way."

(b) Grantee, at its discretion and expense, may construct, use, and maintain a roadway upon the Easement/Right-of-Way, including the installation and placement of fill-materials, subgrade materials, asphalt, curb and gutter, and sidewalks.

2. (a) Grantor shall have and maintain the right to occupy and to use the surface of the Easement/Right-of-Way, provided such occupancy and use do not unreasonably interfere with Grantee's rights.

(b) Without the prior written consent of Grantee, Grantor shall not build, install, allow or otherwise place upon the Easement/Right-of-Way any structure or improvement, including but not limited to buildings or masonry fences, or anything which interferes with, or renders more difficult or expensive, Grantee's use of the Easement/Right-of-Way or otherwise violates the terms of this Agreement. Upon demand of Grantee, any prohibited structure or improvement shall be removed immediately from the Easement/Right-of-Way by Grantor at its expense.

(c) Grantor shall not remove cover or materials from, or place fill or materials within, the Easement/Right-of-Way without the prior written consent of Grantee.

3. Neither Grantor nor Grantee shall grant after the Effective Date additional easements, licenses, or right-of-ways within the Easement/Right-of-Way without the prior written consent of the other.

4. (a) Grantee has tendered to Grantor consideration for this Agreement, the receipt and sufficiency of which are hereby acknowledged by Grantor.

(b) Contemporaneously with the execution of this Agreement, Grantee shall execute and deliver to Grantor the document in the form of attached Exhibit 2, by which Grantee shall abandon all right, title, and interest in and to an easement situated elsewhere on other real property owned by Grantor.

5. Grantee assumes any and all risks in the use of the Easement/Right-of-Way and agrees to release, indemnify, and hold Grantor, its officers, directors, employees, subsidiaries, and agents harmless against any and all claims, suits, loss, costs, liens, demands, damages, liability, expense, and causes of action of any kind, including the amount of any judgment, penalty, interest, court cost, or legal fee incurred by one or any of them, in the defense of same, arising in favor of any party, including governmental agencies or bodies, on account of taxes, claims, liens, debts, personal injuries, death, or damages to property, violations of environmental laws and regulations, and all other claims or demands of every character arising directly or as a direct result of Grantee's use of, or its activities on, the Easement/Right-of-Way and to the extent the same are not otherwise defended and indemnified under a policy of

insurance.

6. Grantee may assign this Agreement, any of its rights under this Agreement, and the right-of-way and/or easement granted it by this Agreement.

7. Grantor warrants there are no unrecorded liens, encumbrances, contracts, or leases which burden, claim an interest in, are secured by, or otherwise affect the interests and/or rights granted by this Agreement to Grantee in the Easement/Right-of-Way.

8. Grantee hereby is given the right to use the Easement/Right-of-Way for buried pipelines and appurtenances, and for buried electrical, communication, and utility lines necessary to operate its pipelines, valves, reservoirs, or other related facilities, as it deems appropriate.

9. This Agreement may be amended only by written instrument executed by all parties.

10. All of the grants, covenants, terms, provisions and conditions in this Agreement shall run with the land and shall be binding upon and inure to the benefit of the successors, assigns, heirs, executors and administrators of the parties.

11. This Agreement, including exhibits, constitutes the entire agreement of the parties and supersedes all prior understandings, representations or agreements of the parties regarding the subject matter in this document.

12. Each individual executing this Agreement does thereby represent and warrant that he or she has been duly authorized to sign this Agreement in the capacity and for the entities set forth where he or she signs.

13. The parties shall perform those acts and/or sign all documents required by this Agreement and which may be reasonably necessary to effectuate the terms of this Agreement.

14. Any party may record this Agreement.

"Grantor":

Wasatch South Hills Development Co., LLC

By: Tove Melhorn

Its: President

"Grantee":

Jordan Valley Water Conservancy District

By: [Signature]

Its: Chair, Board of Trustees

"Grantee":

Metropolitan Water District of Salt Lake & Sandy

By: [Signature]

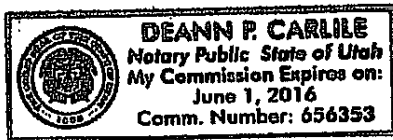
Its: General Manager

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

On the 18 day of July, 2012, personally appeared before me Dave Millheim, who being by me duly sworn did say and acknowledge that he is the President of Wasatch South Hills Development Co., LLC. that the foregoing instrument was signed on behalf of Wasatch South Hills Development Co., and that Wasatch South Hills Development Co. executed it.

Deann P. Carlile  
Notary  
Commission Expires: June 1, 2016

Residing: Farmington, Utah

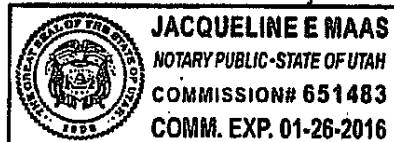


STATE OF UTAH )  
 :ss.  
COUNTY OF SALT LAKE )

On the 2 day of February, 2012, personally appeared before me Steven L. Taggart, who being by me duly sworn did say and acknowledge that he is the Chair of the Board of Trustees of the Jordan Valley Water Conservancy District, that the foregoing instrument was signed on behalf of the District, and that the District executed it.

Jacqueline E. Maas  
Notary  
Commission Expires: 1-26-2016

Residing: Murray, UT





3500 SOUTH MAIN ST. SUITE 206  
SALT LAKE CITY, UT. 84115  
801-263-1752

**JORDAN VALLEY WATER CONSERVANCY DISTRICT  
ACCESS EASEMENT**

DRAWN BY	KPM
QC CHECKED BY	CRH

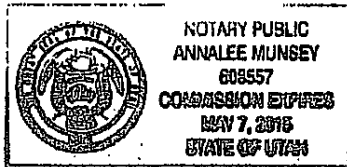
[illegible]

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

On the 1 day of February, 2012, personally appeared before me Michael L. Wilson, who being by me duly sworn did say and acknowledge that he is the General Manager of the Metropolitan Water District of Salt Lake & Sandy, that the foregoing instrument was signed on behalf of the District, and that the District executed it.

AnnaLee Munsey  
Notary  
Commission Expires: 5/7/2015

Residing: 3430 E. Danish Rd



## EXHIBIT 1

### DESCRIPTION OF THE EASEMENT/RIGHT-OF-WAY

Part of an entire tract of property in the NW1/4SW1/4 of Section 16, and the SE1/4SE1/4 and NE1/4SE1/4 of Section 17, all in T.4 S., R.1 W., S.L.B. & M., in Salt Lake County, Utah, which consists of a strip of land 20.00 feet wide, 10.00 feet on each side of the following described center line:

Beginning at an access opening in the southwesterly right of way and limited-access line of an expressway, Mountain View Corridor, UDOT Project No. MP-0182(6) (note: said access opening is directly opposite southwesterly from Engineer Station 888+30.00 of said expressway), which point is 902.19 feet S. 0°38'38" W. along the section line and 330.97 feet east from the East Quarter Corner of said Section 17; and running thence S. 30°26'25" W. 127.20 feet to a point of curvature with a 450.00-foot radius curve to the right; thence southwesterly 197.29 feet along the arc of said curve (Note: Chord to said curve bears S. 43°00'01" W. for a distance of 195.72 feet) to a point of tangency; thence S. 55°33'38" W. 341.60 feet to a point of curvature with a 450.00-foot radius curve to the right; thence westerly 187.73 feet along the arc of said curve (Note: Chord to said curve bears S. 67°30'42" W. for a distance of 186.37 feet); thence S. 79°27'47" W. 123.06 feet to a point of curvature with a 100.00-foot radius curve to the right; thence northwesterly 194.41 feet along the arc of said curve (Note: Chord to said curve bears N. 44°50'38" W. for a distance of 165.21 feet); thence N. 10°50'56" E. 183.34 feet more or less to the southerly boundary line of the Grantee's property. Extending and shortening the side lines so as to terminate at said right of way and limited-access line and property line. The above described part of an entire tract contains 0.622 acre more or less.

EXHIBIT 2  
ABANDONMENT OF EASEMENT

WHEN RECORDED MAIL TO:

Jordan Valley Water  
Conservancy District  
Attn: Property Manager  
8215 South 1300 West  
West Jordan, UT 84088

[PARCEL ID #33-17-400-014]

ABANDONMENT OF A PORTION OF AN EASEMENT

The Jordan Valley Water Conservancy District and the Metropolitan Water District of Salt Lake & Sandy were granted that certain Easement recorded on June 8, 2011, as Entry No. 11195094 in Book 9929 at Page 5363 of the records of the Salt Lake County Recorder. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Jordan Valley Water Conservancy District and the Metropolitan Water District of Salt Lake & Sandy, do hereby relinquish and abandon all right, title, and interest in and to only that portion of the Easement which is more particularly described on attached Exhibit "A."

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Jordan Valley Water Conservancy District

By: \_\_\_\_\_

Its: \_\_\_\_\_

Metropolitan Water District of Salt Lake  
& Sandy

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

On the \_\_\_\_ day of \_\_\_\_\_, 2012, personally appeared before me Richard P. Bay, who being by me duly sworn did say and acknowledge that he is the General Manager/CEO of the Jordan Valley Water Conservancy District, that the foregoing instrument was signed on behalf of the District, and that the District executed it.

\_\_\_\_\_  
Notary  
Commission Expires: \_\_\_\_\_ Residing: \_\_\_\_\_

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

On the \_\_\_\_ day of \_\_\_\_\_, 2012, personally appeared before me \_\_\_\_\_, who being by me duly sworn did say and acknowledge that he is the \_\_\_\_\_ of the Metropolitan Water District of Salt Lake & Sandy, that the foregoing instrument was signed on behalf of the District, and that the District executed it.

\_\_\_\_\_  
Notary  
Commission Expires: \_\_\_\_\_ Residing: \_\_\_\_\_

## EXHIBIT A

A parcel of land, being part of an entire tract of property, situate in the NE1/4SE1/4 of Section 17, T.4 S., R.1 W., S.L.B. & M. The boundaries of said parcel of land are described as follows:

Beginning in the northeasterly boundary line of said entire tract at a point which is 756.83 feet S. 88°45'13" W. along the quarter section line and 230.22 feet south from the East Quarter Corner of said Section 17; and running thence S. 52°54'50" E. 47.37 feet along said northeasterly boundary line; thence S. 76°02'12" W. 12.68 feet to a point of curvature with a 115.34-foot radius curve to the right; thence westerly 62.28 feet along the arc of said curve (Note: Chord to said curve bears N. 88°29'41" W. for a distance of 61.53 feet); thence N. 73°01'41" W. 27.18 feet to a point of curvature with a 96.47-foot radius curve to the left; thence westerly 100.87 feet along the arc of said curve (Note: Chord to said curve bears S. 77°01'03" W. for a distance of 96.34 feet); thence N. 42°56'13" W. 15.00 feet; thence S. 47°03'47" W. 181.81 feet to a point of curvature with a 90.00-foot radius curve to the left; thence southerly 123.62 feet along the arc of said curve (Note: Chord to said curve bears S. 7°42'44" W. for a distance of 114.13 feet); thence S. 31°38'03" E. 104.13 feet to a point of curvature with a 310.00-foot radius curve to the right; thence southeasterly 84.19 feet along the arc of said curve (Note: Chord to said curve bears S. 23°51'16" E. for a distance of 83.93 feet); thence S. 16°04'26" E. 378.84 feet to a point of curvature with a 120.00-foot radius curve to the left; thence southeasterly 183.66 feet along the arc of said curve (Note: Chord to said curve bears S. 59°55'06" E. for a distance of 166.25 feet); thence N. 76°14'12" E. 113.75 feet to a point of curvature with a 140.00-foot radius curve to the left; thence easterly 11.45 feet along the arc of said curve (Note: Chord to said curve bears N. 73°53'34" E. for a distance of 11.45 feet); thence S. 0°38'38" W. 21.01 feet; thence westerly 6.22 feet along the arc of a 160.00-foot radius non-tangent curve to the right (Note: Chord to said curve bears S. 75°07'25" W. for a distance of 6.22 feet); thence S. 76°14'12" W. 113.75 feet to a point of curvature with a 140.00-foot radius curve to the right; thence northwesterly 214.26 feet along the arc of said curve (Note: Chord to said curve bears N. 59°55'06" W. for a distance of 193.96 feet); thence N. 16°04'26" W. 378.84 feet to a point of curvature with a 290.00-foot radius curve to the left; thence northwesterly 78.75 feet along the arc of said curve (Note: Chord to said curve bears N. 23°51'16" W. for a distance of 78.51 feet); thence N. 31°38'03" W. 104.13 feet to a point of curvature with a 110.00-foot radius curve to the right; thence northerly 151.10 feet along the arc of said curve (Note: Chord to said curve bears N. 7°42'45" E. for a distance of 139.49 feet); thence N. 47°03'47" E. 181.81 feet to a point of curvature with a 131.47-foot radius curve to the right; thence easterly 137.47 feet along the arc of said curve (Note: Chord to said curve bears N. 77°01'03" E. for a distance of 131.29 feet); thence S. 73°01'41" E. 27.18 feet to a point of curvature with a 80.34-foot radius curve to the left; thence easterly 26.15 feet along the arc of said curve (Note: Chord to said curve bears S. 82°20'58" E. for a distance of 26.03 feet) to the point of beginning. The above described part of an entire tract contains 31,011 square feet or 0.712 acre.

**EXHIBIT "B"**

(attach copy of Memorandum of Sand & Gravel Lease  
and Assignment of Lease)

LEASE MEMORANDUM

When recorded, return to:  
 CMC Rock, LLC  
 71 East Wadsworth Park Drive  
 Draper, UT 84020  
 (801) 676-5350

Tax Parcel I.D. No. \_\_\_\_\_

MEMORANDUM OF AMENDED SAND AND GRAVEL LEASE AGREEMENT

THIS MEMORANDUM OF AMENDED SAND AND GRAVEL LEASE AGREEMENT (this "Memorandum"), dated October 30, 2009 but effective as of October 24, 2008, is by and between Rockco, LLC, a Utah limited liability company, hereinafter referred to as the "Rockco", and Wasatch South Hills Development Co., LLC, a Utah limited liability company, hereinafter referred to as "Wasatch," collectively, Rockco and Wasatch are hereinafter referred to as Lessor, and CMC ROCK, LLC, a Utah limited liability company, hereinafter referred to as "Lessee."

Recitals

A. Lessor and Lessee are parties to a Amended Sand and Gravel Lease Agreement, dated October 30, 2009 but effective as of October 24, 2008, (the "Lease Agreement"), pursuant to which Lessor granted to Lessee a lease from the Effective Date to December 31, 2017 (the "Primary Term"), with a provision to extend the term of the lease for an additional term of 2 years under the Lease Agreement, of the real property described on the attached Exhibit A (the "Property"), for the purpose of producing sand, gravel, rock, road building and other common materials.

B. Lessor and Lessee are entering into this Memorandum to provide record notice of Lessee's rights with respect to such Lease Agreement.

10838148  
 11/13/2009 04:04 PM \$51.00  
 Book - 9779 Pg - 7754-7763  
 GARY W. OTT  
 RECORDER, SALT LAKE COUNTY, UTAH  
 HOLME ROBERTS & OWEN  
 299 S MAIN ST STE 1800  
 SLC UT 84111  
 BY: EAP, DEPUTY - MA 10 P.

Memorandum

In exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Lease. Lessor hereby confirms that it has granted, and hereby grants, to Lessee, an exclusive lease of the Property for the purpose of producing sand, gravel and road building materials. Such lease shall be subject to all of the terms and conditions of the Lease Agreement.

2. Inconsistencies Between Documents. To the extent of any inconsistency between this Memorandum and the Lease Agreement, the Lease Agreement shall govern.

3. Counterparts. This Memorandum may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and become effective when one or more counterparts have been signed and delivered by each of the parties.

IN WITNESS WHEREOF, the parties have executed this Memorandum on the date set forth below, to be effective for all purposes as of the date first set forth in the heading hereof.

LESSOR:

ROCKCO LLC

By: Wasatch South Hills Development Co.,  
LLC

Its: Business Manager

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: T&M Holdings, LLC

Its: Operations Manager

By: \_\_\_\_\_

Its: \_\_\_\_\_

WASATCH SOUTH HILLS  
DEVELOPMENT CO., LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

LESSEE:

CMC ROCK, LLC, a Utah limited liability  
company

By: \_\_\_\_\_

Its: \_\_\_\_\_

Memorandum

In exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Lease. Lessor hereby confirms that it has granted, and hereby grants, to Lessee, an exclusive lease of the Property for the purpose of producing sand, gravel and road building materials. Such lease shall be subject to all of the terms and conditions of the Lease Agreement.
2. Inconsistencies Between Documents. To the extent of any inconsistency between this Memorandum and the Lease Agreement, the Lease Agreement shall govern.
3. Counterparts. This Memorandum may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and become effective when one or more counterparts have been signed and delivered by each of the parties.

IN WITNESS WHEREOF, the parties have executed this Memorandum on the date set forth below, to be effective for all purposes as of the date first set forth in the heading hereof.

LESSOR:

ROCKCO LLC

By: Wasatch South Hills Development Co.,  
LLC

Its: Business Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: T&M Holdings, LLC  
Its: Operations Manager

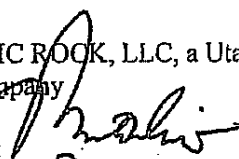
By: \_\_\_\_\_  
Its: \_\_\_\_\_

WASATCH SOUTH HILLS  
DEVELOPMENT CO., LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

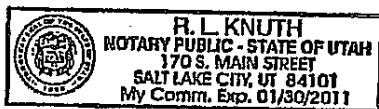
LESSEE:

CMC ROCK, LLC, a Utah limited liability  
company

By:   
Its: President

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

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of October, 2009,  
by Role Christensen, the board member of Wasatch South Hills Development Co., LLC, a Utah  
limited liability company, as the Business Manager of ROCKCO, LLC.

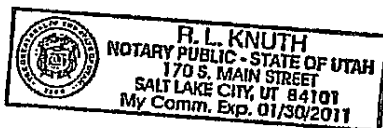


[Signature]  
NOTARY PUBLIC

Residing at: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of October, 2009,  
by Tracey Burth, the manager, of T&M Holdings, LLC, a Utah limited liability company,  
as the Operations Manager of ROCKCO, LLC.

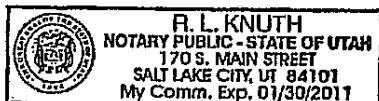


[Signature]  
NOTARY PUBLIC

Residing at: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of October, 2009,  
by David Millheim, the president, of Wasatch South Hills Development Co.,  
LLC, a Utah limited liability company.



[Signature]  
NOTARY PUBLIC

Residing at: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of October, 2009, by Martin White the President of CMC Rock, LLC, a Utah limited liability company.



Heather Robertson  
NOTARY PUBLIC

Residing at: Syracuse, UT

**EXHIBIT A**

Attached to and forming a part of the Memorandum of Sand and Gravel Lease Agreement, dated as of October, 2009, by and between Rockco, LLC, a Utah limited liability company, and Wasatch South Hills Development Co., LLC, a Utah limited liability company collectively referred to as "Lessor", and CMC ROCK, LLC, a Utah limited liability company, referred to as "Lessee."

## EXHIBIT A

### LEGAL DESCRIPTIONS

#### SOUTH HILLS OWNED BOUNDARY

Commencing at the Quarter Corner common with Sections 7 and 8, Township 4 South, Range 1 West, Salt Lake Base and Meridian and running thence South 00°27'50" West, along the Section Line common with Sections 7 and 8, to the Northwest corner of Government Lot 2, Section 8, a distance of 1343.35 feet; thence North 89°38'44" East, along the north line of said Government Lot, a distance of 1316.08 feet, to the Point of Beginning for this description; thence, North 89°35'44" East, to a point lying on the North-South Quarter Section Line, a distance of 1316.08 feet; thence North 89°38'00" East, along the north line of Government Lot 4, Section 8, to the Northeast corner of said Government Lot, further herein after referred to as Point A, a distance of 1316.89 feet; thence, South 00°36'41" West, along the east line of said Government Lot, to a point lying on the Section Line common with Sections 8 and 17, a distance of 1329.78 feet; thence, South 00°36'05" West, along the east line of Government Lot 1, Section 17, and along the line common with Government Lots 6 and 7, Section 17, to a point lying on the East-West Quarter Section Line of Section 17 further herein after referred to as Point B, said point also being the corner common with Government Lots 6 and 7 of Section 17, a distance of 2658.66 feet; thence, South 88°45'17" West, along said line, a distance of 656.17 feet; thence, North 00°33'48" East, a distance of 1995.11 feet; thence, North 89°07'38" East, a distance of 328.86 feet; thence, North 00°34'54" East, to a point lying on the line common with Sections 8 and 17, a distance of 669.53 feet; thence, South 89°25'56" West, along said Section Line to the Quarter Corner common with Sections 8 and 17, a distance of 986.69 feet; thence, South 89°26'58" West, continuing along the line common with Sections 8 and 17 to a point further herein after referred to as Point C, said point also being the corner common with Government Lots 2 and 3, Section 8, a distance of 1315.12 feet; thence North 00°30'28" East, along the line common with Government Lots 2 and 3 of Section 8, a distance of 1338.86 feet, to the Point of Beginning.

Contains 115.690 acres

Together with the following described parcel:

Beginning at Point B herein above described and running thence, North 00°36'05" East, along the line common with Government Lots 6 and 7, Section 17, a distance of 60.03 feet; thence North 88°45'17" East, to the line common with Sections 16 and 17, a distance of 1312.41 feet; thence, South 00°40'51" West, along said line to the Quarter Corner common with Sections 16 and 17, a distance of 60.03 feet; thence, South 00°38'37" West, along the line common with Sections 16 and 17, a distance of 700.00 feet; thence, North 89°25'24" West, a distance of 600.00 feet; thence, South 00°38'36" West, a distance of 450.00 feet; thence, South 89°21'24" East, a distance of 300.00 feet; thence, North 00°38'36" East, a distance of 150.00 feet; thence, South 89°21'24" East, to a point lying on the line common with Sections 16 and 17, a distance of 300.00 feet; thence, North 00°38'37" East, along said line, a distance of 9.55 feet; thence, South 89°21'23" East, to the easterly right-of-way of 3200 West, a distance of 50.00 feet; thence, North 00°38'37" East, along said right-of-way, a distance of 817.05 feet; thence, South 56°17'21" East, a distance of 1107.49 feet; thence, South 00°38'37" West, to a point lying on the East-West Sixteenth Line of the Southwest Quarter of Section 16, a distance of 532.17 feet; thence, North 89°23'34" West, along said line, a distance of 316.87 feet; thence, South

0234600 v2

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00°38'13" West, a distance of 517.34 feet; thence, along the arc of a curve to the right, having a radius of 400.00 feet, the center of which bears North 04°51'32" East, through a central angle of 52°30'26", a distance of 386.57 feet; thence, South 61°43'40" West, a distance of 1907.23'; thence, North 47°46'30" West, a distance of 92.37 feet; thence, along the arc of a curve to the left, having a radius of 500 feet, through a central angle of 37°47'00", a distance of 329.72 feet; thence, North 85°22'21" West, a distance of 409.27 feet; thence, along the arc of a curve to the right, having a radius of 300 feet, through a central angle of 31°30'10", a distance of 164.95 feet; thence, South 36°07'53" West, a distance of 286.80 feet; thence, along the arc of a curve to the right, having a radius of 500 feet, through a central angle of 44°06'27", a distance of 384.91 feet; thence, along the arc of a curve to the left, having a radius of 200 feet, through a central angle of 09°37'01", to a point lying on the line common with Sections 17 and 20, a distance of 33.57 feet; thence, South 89°28'20" West, along the line common with Sections 17 and 20 to the Section Corner common with Sections 17, 18, 19, and 20, a distance of 2476.92 feet; thence, North 01°40'37" East, along the line common with Sections 17 and 18, a distance of 2403.75 feet; thence, North 88°45'17" East, to a point lying on the North-South Quarter Section Line of Section 17, a distance of 2569.51 feet; thence, South 00°31'23" West, along said North-South Line to the South Sixteenth Corner of Section 17, a distance of 1107.22 feet; thence, North 89°08'29" East, along the East-West Sixteenth Line of the Southeast Quarter of Section 17 to the Southeast Sixteenth Corner of Section 17, a distance of 1310.69 feet; thence, North 00°35'03" East, along the North-South Line of the Southeast Quarter of Section 17, a distance of 1335.46 feet, to the Point of Beginning referenced earlier as Point B.

Contains 262.472 acres

Together with the following described parcel:

Beginning at point C herein above described and running thence, South 00°29'33" East, a distance of 1750.08 feet; thence, South 89°07'35" West, a distance of 974.46 feet; thence, South 00°52'25" East, a distance of 662.00 feet; thence, South 89°07'35" West, to a point lying on the line common with Sections 17 and 18, a distance of 329.00 feet; thence, North 00°52'25" West, along said line to the corner common with Sections 8 and 17, a distance of 2419.45 feet; thence, North 89°26'58" East, along the line common with Sections 8 and 17, a distance of 1315.12 feet, to the Point of Beginning referenced earlier as Point C.

Contains 57.713 acres

Together with the following described parcel:

Commencing at corner common to Sections 15, 16, 21 and 22, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and running thence, North 89°41'28" West, along the line common with Sections 18 and 21, a distance of 1470.20 feet to the Point of Beginning for this description; thence, North 89°41'28" West, along said line to the Quarter Corner common with Sections 16 and 21, a distance of 1216.82; thence, North 89°08'29" West, continuing along said line, a distance of 1653.50 feet; thence, North 00°38'01" East, a distance of 1324.66 feet; thence South 89°23'34" East, a distance of 330.62 feet; thence, South 00°37'49" West, to the Southwest Sixteenth Quarter of Section 16, a distance of 9.16 feet; thence, South 89°23'34" East, along the East-West Sixteenth Line of the Southwest Quarter of Section 16, a distance of 330.62 feet; thence, South 00°37'37" West, a distance of 659.20 feet; thence, South 89°16'01" East, to a point lying on the North-South Quarter Line of Section 16, a distance of 991.98 feet; thence, North 00°37'02" East, along said North-South Line, a distance of 168.48 feet; thence, along the arc of a curve to the left, having a radius of 11314.71, the center of which bears North 27°35'17" East, through a central angle of 08°42'58", a distance of 1326.27; thence, South 00°10'16" West, a distance of 292.38 feet to the Point of Beginning.

Contains 50.359 acres

Less and excepting therefrom the following described parcel known as the right-of-way-for-the-Welby Jacob Canal:

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Commencing at Point A herein above described and running thence, South 00°36'41" West, along the east line of Government Lot 4, Section 8, to a point on the northeasterly right-of-way of the Welby Jacob Canal, a distance of 260.80 feet, to the Point of Beginning for this description; thence, South 00°36'41" West, along said Government Line, to a point on the southwesterly right-of-way of the Welby Jacob Canal, a distance of 106.65 feet; thence, North 27°02'30" West, along said southwesterly right-of-way to a point lying on the North Line of Government Lot 4, a distance of 411.16 feet; thence, North 89°38'00" East, along said line to a point lying on the northeasterly right-of-way of the Welby Jacob Canal, a distance of 55.40 feet; thence, South 27°02'30" East, along said northeasterly right-of-way to the Point of Beginning.  
Contains 0.399 acres

Containing Tax Parcel I.D. Nos: 33-08-300-007, 33-08-400-023, 33-08-400-027-4001, 33-08-400-027-4002, 33-14-100-019, 33-16-300-012, 33-16-300-016, 33-16-300-019, 33-16-300-023, 33-16-300-30, 33-16-300-031, 33-16-300-032, 33-16-400-014, 33-17-100-017, 33-17-100-019, 33-17-200-011, 33-17-200-017, 33-17-300-001, 33-17-300-003, 33-17-400-006, 33-17-400-011, 33-17-400-012, 33-17-400-016 and 33-17-400-017.

LESS AND EXCEPT the following lands which are expressly excluded from this lease:

Township 4 South, Range 1 West, SLM

- Section 8: SW¼SE¼, SE¼SW¼
- Section 16: That portion of the SW¼SE¼, SE¼SW¼, SW¼SW¼ and NW¼SW¼ lying North and East of the South boundary of the proposed Mountain View Highway corridor, as reflected on the map attached hereto.
- Section 17: That portion of the NE¼SE¼, SW¼NE¼, NW¼NE¼ and NW¼NW¼ lying North and East of the South boundary of the proposed Mountain View Highway corridor, as reflected on the map attached hereto.

\* Reference is made to Section 1.3 of the Amended Sand and Gravel Lease Agreement for potential amendment of the excluded lands if the final location of the Mountain View Highway changes.

~~BK-9779-PG-7762~~

BK 10038 PG 4238

~~11105840~~

After Recording, Return To:  
Staker & Parson Companies  
1150 South Depot Drive, Suite 250  
Ogden, UT 84404

11105840  
12/28/2010 04:12 PM \$42.00  
Book - 9893 Pg - 105-110  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
NATIONAL TITLE AGENCY LLC  
5295 S COMMERCE DR #250  
MURRAY UT 84107  
BY: ZJM, DEPUTY - WI 6 P.

TAX PARCEL I.D. NOS.: 33-17-200-017-0000; 33-17-200-022-0000;  
33-16-300-036-0000; 33-16-300-017-0000;  
33-16-300-037-0000; 33-16-300-030-0000;  
33-16-300-031-0000; 33-17-100-002-0000;  
33-14-400-007-0000; 33-17-300-001-0000;  
33-17-300-003-0000; 33-17-400-011-0000;  
33-17-400-012-0000; 33-17-400-006-0000;  
33-17-400-014-0000; 33-17-100-017-0000;  
33-17-100-019-0000; 33-17-100-024-0000;  
33-16-300-032-0000; 33-16-300-023-0000;  
33-16-300-038-0000; 33-16-300-019-0000;  
and 33-16-300-039-0000

#### ASSIGNMENT OF LEASE

UTA 5-357880  
This Assignment of Lease ("Assignment") is made, effective December 10, 2010, by and between CMC Rock, LLC, a Utah limited liability company ("Assignor"), and Staker & Parson Companies, a Utah corporation, whose address is 1150 South Depot Drive, Suite 250, Ogden, UT 84404 ("Assignee").

In consideration of the mutual covenants and purchase price set forth in the Asset Purchase Agreement between Assignor and related parties and Assignee, dated December 10, 2010, Assignor assigned and transferred and hereby assigns and transfers to Assignee all of the Assignor's right, title and interest in and to that certain Amended Sand and Gravel Lease Agreement dated effective October 24, 2008, by and between Rocko, LLC and Wasatch South Hills Development Co., LLC, as Lessor, and Assignor, as Lessee, as executed and amended, covering land in Salt Lake County, State of Utah, described on the attached Exhibit "A" ("Lease").

Assignee accepts assignment of the Lease as of the effective date stated above and assumes and agrees to perform all the terms and conditions, covenants and agreements of the Lease as the lessee thereto. This Assignment shall be binding on the Assignee's successors and assigns.

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~~BK-9893 PG-105~~

Nothing contained herein shall in any way supersede the provisions, including the warranties, covenants and agreements of, or any of the rights, remedies or obligations of, any party set forth in the Asset Purchase Agreement.

This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

In witness whereof, each party of this Assignment has caused it to be executed on the date indicated below.


**ASSIGNOR:**

CMC ROCK, LLC,  
a Utah limited liability company

By: Todd D. Cusick  
Todd D. Cusick  
President

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

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of December, 2010, by Todd D. Cusick, President of CMC Rock, LLC, a Utah limited liability company.

Brad A. Adams  
Notary Public  


[OTHER SIGNATURE AND ACKNOWLEDGMENT TO FOLLOW ON NEXT PAGE]

#276798 v1 sic

**BK 9893 PG 106**

**BK 10038 PG 4240**

**ASSIGNEE:**

Staker & Parson Companies

By: Scott W. Parson  
Scott W. Parson  
President

STATE OF UTAH  
COUNTY OF Weber : ss.

The foregoing instrument was acknowledged before me this 16 day of December, 2010, by Scott W. Parson, President of Staker & Parson Companies.

Cynthia Marie Thomas  
Notary Public



#276798 v1 stc

~~BK 9893 PG 107~~

## EXHIBIT "A"

### Legal Description of Property Covered by Lease

Real property located in Salt Lake County, State of Utah, described as follows:

#### Parcel 1

Commencing at the Quarter corner common with Sections 7 and 8, Township 4 South, Range 1 West, Salt Lake Base and Meridian and running thence South 00°27'50" West, along the Section line common with Sections 7 and 8, to the Northwest corner of Government Lot 2, Section 8, a distance 1343.35 feet; thence North 89°38'44" East, along the North line of said Government Lot, a distance of 1316.08 feet, to the point of beginning for this description; thence North 89°35'44" East, to a point lying on the North-South Quarter Section line, a distance of 1316.06 feet; thence North 89°38'00" East, along the North line of Government Lot 4, Section 8, to the Northeast corner of said Government Lot, further herein after referred to as Point A, a distance of 1316.89 feet; thence South 00°36'41" West, along the East line of said Government Lot, to a point lying on the section line common with Sections 8 and 17, a distance of 1329.78 feet; thence South 00°36'05" West, along the East line of Government Lot 1, Section 17, and along the line common with Government Lots 6 and 7, Section 17, to a point lying on the East-West Quarter Section Line of Section 17 further herein after referred to as Point B, said point also being the corner common with Government Lots 6 and 7 of Section 17, a distance of 2658.66 feet; thence South 88°45'17" West, along said line, a distance of 656.17 feet; thence North 00°33'48" East, a distance of 1995.11 feet; thence North 89°07'38" East, a distance of 328.66 feet; thence North 00°34'54" East to a point lying on the line common with Sections 8 and 17, a distance 669.53 feet; thence South 89°25'56" West along said Section line to the Quarter Corner common with Section 8 and 17, a distance of 986.69 feet; thence South 89°26'58" West, continuing along the line common with Section 8 and 17 to a point further herein after referred to as Point C, said point also being the corner common with Government Lots 2 and 3, Section 8, a distance of 1315.12 feet; thence North 00°30'28" East along the line common with Government Lots 2 and 3 of Section 8, a distance of 1338.86 feet, to the point of beginning.

#### Parcel 2

Beginning at Point B herein above described and running thence North 00°36'05" East along the line common with Government Lots 6 and 7, Section 17, a distance of 60.03 feet; thence North 88°45'17" East, to the line common with Section 16 and 17, a distance of 1312.41 feet; thence South 00°40'51" West along said line to the Quarter corner common with Sections 16 and 17, a distance of 60.03 feet; thence South 00°38'37" West along the line common with Sections 16 and 17, a distance of 700.00 feet; thence North 89°25'24" West, a distance of 600.00 feet; thence South 00°38'36" West, a distance of 450.00 feet; thence South 89°21'24" East, a distance of 300.00 feet; thence North 00°38'36" East, a distance of 150.00 feet; thence South 89°21'24" East, to a point lying on the line common with Sections 16 and 17, a distance of 300.00 feet; thence North 00°38'37" East along said line, a distance of 9.55 feet; thence South 89°21'23" East, to the Easterly right of way of 3200 West, a distance of 50.00 feet; thence North 00°38'37" East along said right of way, a distance of 817.05 feet; thence South 56°17'21" East, a distance of 1107.49 feet; thence South 00°38'37" West, to a point lying on East-West sixteenth line of the Southwest Quarter of Section 16, a distance of 532.17 feet; thence North 89°23'34" West, along

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said line, a distance of 316.87 feet; thence South 00°38'13" West, a distance of 517.34 feet; thence along the arc of a curve to the right, having a radius of 400.00 feet, the center of which bears North 04°51'32" East, through a central angle of 52°30'26", a distance of 366.57 feet; thence South 61°43'40" West, a distance of 1907.23 feet; thence North 47°46'30" West, a distance of 92.37 feet; thence , along the arc of a curve to the left, having a radius of 500 feet, through a central angle of 37°47'00", a distance of 329.72 feet; thence North 85°22'21" West, a distance of 409.27 feet; thence along the arc of a curve to the right, having a radius of 300 feet, through a central angle of 31°30'10", a distance of 164.95 feet; thence South 36°07'53" West, a distance of 286.80 feet; thence along the arc of a curve to the right, having a radius of 500 feet, through a central angle of 44°06'27", a distance of 384.91 feet; thence along the arc of curve to the left, having a radius of 200 feet, through a central angle of 09°37'01", to a point lying on the line common with Sections 17 and 20, a distance of 33.57 feet; thence South 89°28'20" West, along the line common with Sections 17 and 20 to the Section corner common with Sections 17, 18, 19 and 20, a distance of 2476.92 feet; thence North 01°40'37" East along the line common with Sections 17 and 18, a distance of 2403.75 feet; thence North 88°45'17" East, to a point lying on the North-South Quarter Section Line of Section 17, a distance of 2589.51 feet; thence South 00°31'23" West along said North-South Line to the South Sixteenth corner of Section 17, a distance of 1107.22 feet; thence North 89°06'29" East along the East-West Sixteenth Line of the Southeast Quarter of Section 17 to the Southeast Sixteenth Corner of Section 17, a distance of 1310.69 feet; thence North 00°35'03" East, along the North-South Line of the Southeast Quarter of Section 17, a distance of 1335.46 feet to the point of beginning.

#### Parcel 3

Beginning at point C herein above described and running thence South 00°29'33" East, a distance of 1750.08 feet; thence South 89°07'35" West, a distance of 974.46 feet; thence South 00°52'25" East, a distance of 662.00 feet; thence South 89°07'35" West, to a point lying on the line common with Sections 17 and 18, a distance of 329.00 feet; thence North 00°52'25" West, along said line to the corner common with Sections 8 and 17, a distance of 2419.45 feet; thence North 89°26'58" East, along the line common with Sections 8 and 17, a distance of 1315.12 feet to the point beginning.

#### Parcel 4

Commencing at corner common to Sections 15, 16, 21, and 22, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 89°41'28" West, along the line common with Sections 16 and 21, a distance of 1470.20 feet to the point of beginning for this description; thence North 89°41'28" West along said line to the Quarter corner common with Sections 16 and 21, a distance 1216.82; thence North 89°08'29" West, continuing along said line, a distance of 1653.50 feet; thence North 00°38'01" East, a distance of 1324.66 feet; thence South 89°23'34" East, a distance of 330.62 feet; thence South 00°37'49" West to the Southwest Sixteenth Quarter of Section 16, a distance of 9.16 feet; thence South 89°23'34" East, along the East-West Sixteenth line of the Southwest Quarter of Section 16, a distance of 330.62 feet; thence South 00°37'37" West, a distance of 659.20 feet; thence South 89°16'01" East to a point lying on the North-South Quarter line of Section 16, a distance of 991.98 feet; thence North 00°37'02" East, along the North-South Line, a distance of 168.48 feet; thence along the arc of a curve to the left, having a radius of 11314.71, the center of which bears North 27°35'17" East,

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through a central angle of 06°42'58", a distance of 1326.27; thence South 00°10'16" West, a distance of 292.38 feet to the point of beginning.

Less and excepting therefrom the following described parcel known as the right of way for the Welby Jacob Canal:

Commencing at Point A herein above described and running thence South 00°6'41" West along the East line of Government Lot 4, Section 8, to a point on the Northeasterly right of way of Welby Jacob Canal, a distance of 260.80 feet; to the point of beginning for this description; thence South 00°36'41" West along said Government Line, to a point on the Southwesterly right of way of the Welby Jacob Canal, a distance of 106.65 feet; thence North 27°02'30" West, along said Southwesterly right of way to a point lying on the North line of Government Lot 4, a distance of 411.16 feet; thence North 89°38'00" East, along said line to a point lying on the Northeasterly right of way of the Welby Jacob Canal, a distance of 55.40 feet; thence South 27°02'30" East, along said Northeasterly right of way to point of beginning.

Less and excepting Parcels 1, 2, 3 and 4 above any portion of the following:

Southwest Quarter of the Southeast Quarter of Section 8, Township 4 South, Range 1 West, Salt Lake Base and Meridian.

Southeast Quarter of the Southwest Quarter of Section 8, Township 4 South, Range 1 West, Salt Lake Base and Meridian

That portion of the Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter and the Southwest Quarter of Southwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 16, Township 4 South, Range 1 West, Salt Lake Base and Meridian lying North and East of the South boundary of the proposed Mountain View Highway corridor, and reflected on the map attached hereto.

That portion of the Northeast Quarter of the Southeast Quarter and the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter and the Northwest Quarter of the Northwest Quarter of the Section 17, Township 4 South, Range 1 West, Salt Lake Base and Meridian lying North and East of the South boundary of the proposed Mountain View Highway corridor, as reflected on the map attached hereto.

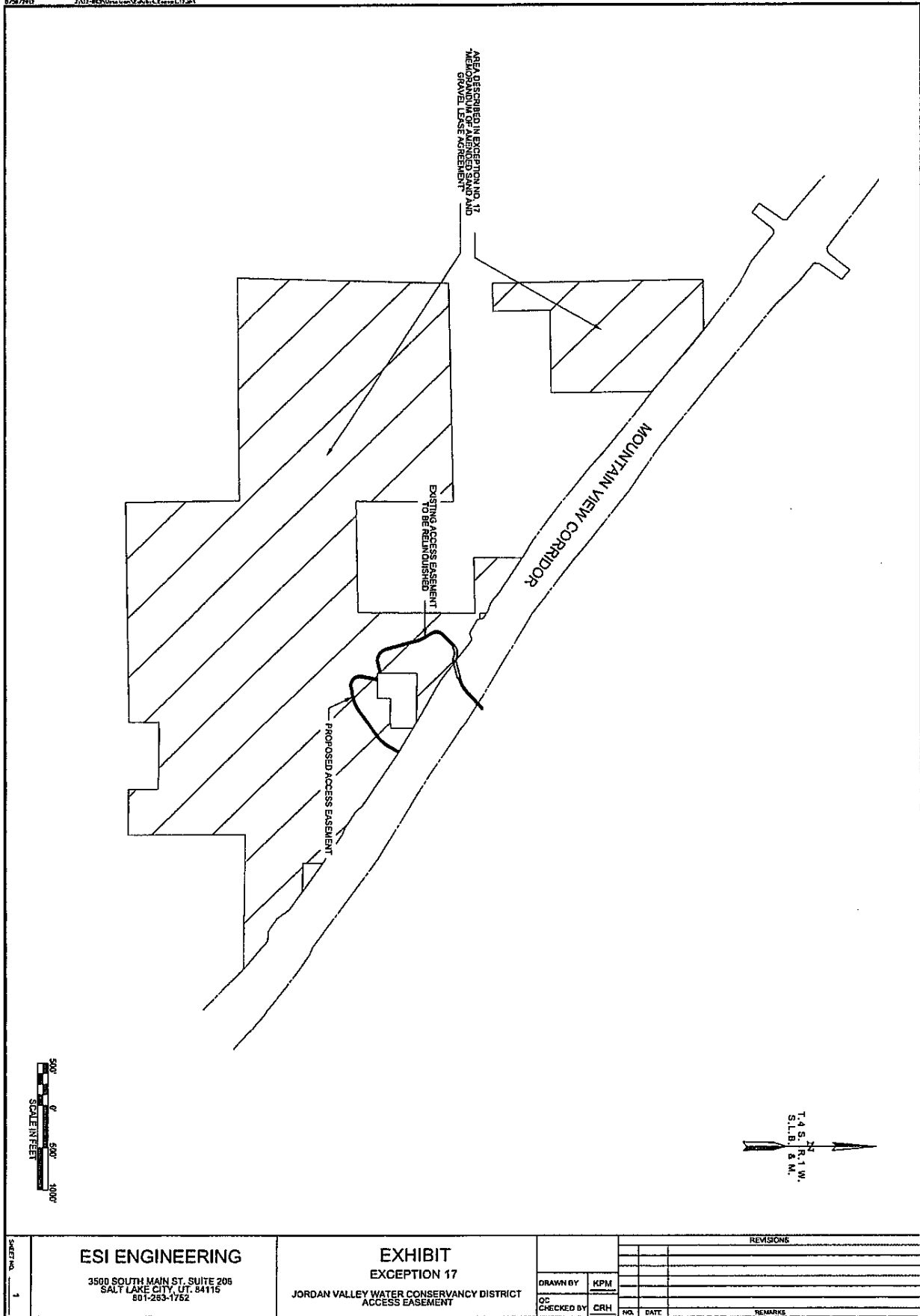
Tax Parcel Identification Numbers: 33-17-200-017-0000, 33-17-200-022-0000, 33-16-300-036-0000, 33-16-300-036-0000, 33-16-300-017-0000, 33-16-300-037-0000, 33-16-300-030-0000, 33-16-300-031-0000, 33-17-100-002-0000, 33-14-400-007-0000, 33-17-300-001-0000, 33-17-300-003-0000, 33-17-400-011-0000, 33-17-400-012-0000, 33-17-400-006-0000, 33-17-400-014-0000, 33-17-100-017-0000, 33-17-100-019-0000, 33-17-100-024-0000, 33-16-300-032-0000, 33-16-300-023-0000, 33-16-300-038-0000, 33-16-300-019-0000, 33-16-300-039-0000.

#276798 v1 s1c

.BK-9893-PG-110—

**EXHIBIT "C"**

(attach overlay of Easement and Sand & Gravel Lease descriptions)



**ESI ENGINEERING**

3500 SOUTH MAIN ST. SUITE 205  
 SALT LAKE CITY, UT. 84115  
 801-283-1752

**EXHIBIT  
 EXCEPTION 17**

JORDAN VALLEY WATER CONSERVANCY DISTRICT  
 ACCESS EASEMENT

DRAWN BY KPM  
 QC CHECKED BY CRH

REVISIONS			
NO.	DATE	REMARKS	