



\*W2237437\*

E# 2237437 PG 1 OF 25  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
24-JAN-07 12:09 PM FEE \$60.00 DEP CC  
REC FOR: FIRST AMERICAN TITLE INSURANCE  
ELECTRONICALLY RECORDED

When Recorded, Return to:  
Anna Irons  
First American Title  
560 South 300 East  
Salt Lake City, UT 84111

**CORRECTIVE AFFIDAVIT**

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

The undersigned, having been duly sworn, hereby deposes and says as follows:

1. We are familiar with that certain Easement Agreement between the following parties: Midland Partners, LLC, a Utah Limited liability company; Stock Building Supply West, Inc.; and Scoular Company, a Nebraska corporation dated April 1, 2005 and recorded April 12, 2005 as Entry No. 2122254, of the Official Records of the Weber County Recorder.
2. Due to a clerical error, the legal description attached to the Easement Agreement was incorrect.
3. The undersigned parties hereby agree that the easement is in full force and effect and is attached as Exhibit "A" and made a part hereof. ~~#15-097-0007, 15-098-0007 & 15-098-0008~~
4. The correct legal description of the real property intended to be described in the Easement Agreement as follows:  

See Exhibit "B" which is attached hereto and is by this reference incorporated herein.
5. Further affiant sayeth not.

Signatures and Notary Acknowledgments attached

15

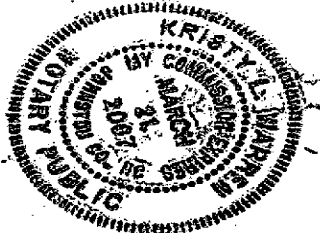
Stock Building Supply West, Inc.

By: Donna Thagard  
Name: Donna Thagard  
Its: Corp. Controller / 1st Sec.

STATE OF NC,  
COUNTY OF Johnston )  
JSS:

On the 11th day of January, 2007, personally appeared before me, Donna Thagard who being by me duly sworn did say that he is the Corp. Controller / 1st Sec. of Stock Building Supply West, Inc., a corporation, and that said corporation by authority of a resolution of its Board of Directors, and the said Donna Thagard acknowledged to me that said corporation executed the same.

Kristy L. Wapner  
Notary Public







Midland Partners, LLC, a Utah limited liability company

By:   
Name: Gregory A. Stuart  
Its: Managing Member

STATE OF UTAH                    )  
  )ss.  
County of Salt Lake            )

On the 24<sup>th</sup> day of January, 2006, personally appeared before me Gregory A. Stuart, who being by me duly sworn did say, that he is the Managing Member of Midland Partners, LLC, a Utah Limited Liability Company and that the within and foregoing instrument was signed on behalf of said Limited Liability Company by authority of its Articles of Organization and Gregory A. Stuart duly acknowledged to me that said Limited Liability Company executed the same.

  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_  
Residing at \_\_\_\_\_  
  
Notary Public  
**ANNA IRONS**  
560 South 300 East  
Salt Lake City, Utah 84111  
My Commission Expires  
August 10, 2010  
State of Utah

558-7172



**LARSEN & MALMQUIST, INC.**  
**CONSULTING ENGINEERS AND LAND SURVEYORS**

1574 West 1700 South, Suite 2D • Salt Lake City, Utah 84104 • (801) 972-2634

**Legal Description**  
**Easement Agreement**

Legal description for an easement agreement by and among Farmers Grain Cooperative of Idaho, Inc., an Idaho corporation ("FGC"), The Scouler Company, a Nebraska corporation ("Scouler"), Midland Partners, LLC, a Utah limited liability company ("Midland") and Stock Building Supply West, Inc., a Utah corporation ("Stock").

FGC is the owner of a parcel of real estate located in the City of Ogden, County of Weber, State of Utah (the "FGC Real Property"), including but not limited to a portion of the parcel more particularly described as follows:

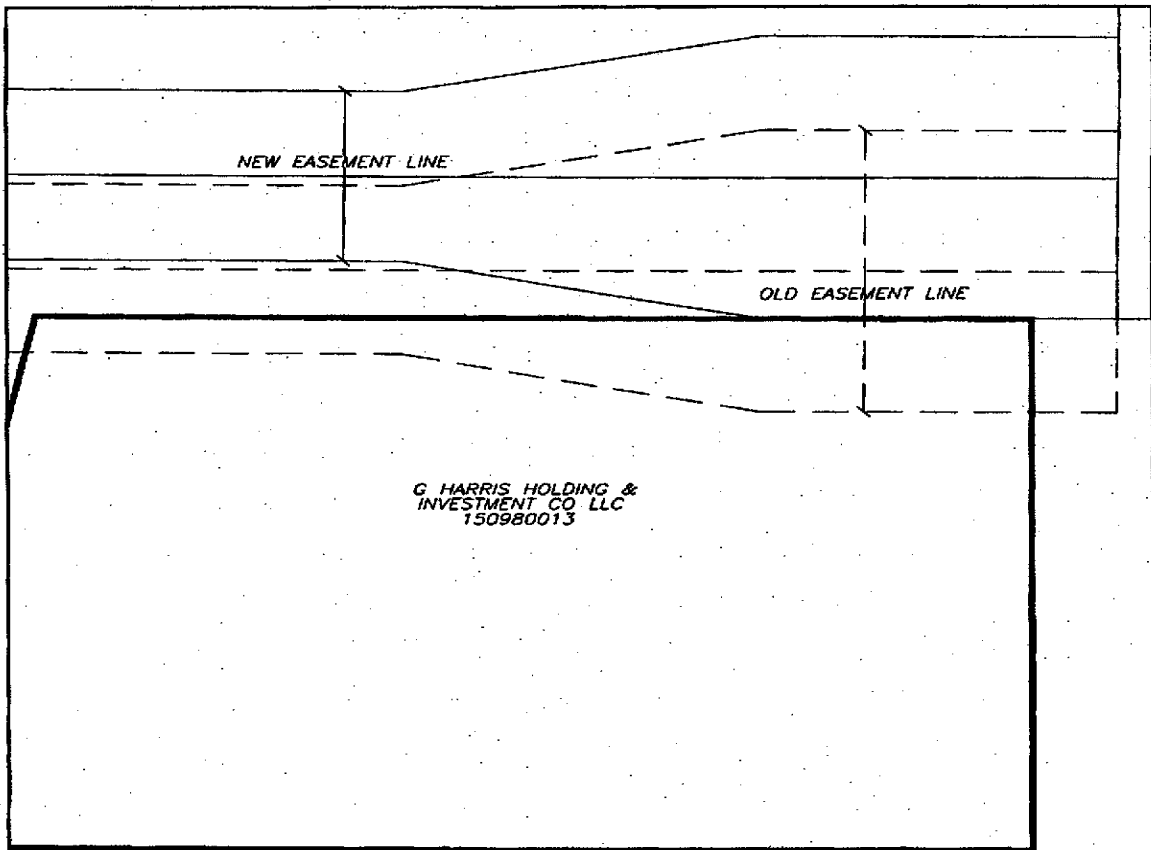
A strip of real estate of varying widths running along the following described centerline: beginning at a point 1756.33 feet South 00°22'18" West along the Section line from the Northeast corner of the Northeast Quarter of Section 36, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey; running thence North 89°34'07" West 370.00 feet (the "Centerline"); beginning at the intersection of the Centerline and Pennsylvania Avenue (1100 West), the first 100.00 feet of such strip being 100.00 feet wide (50.0 feet either side of the Centerline), the South side of said 100.00 foot easement being the North line of that certain property described in that certain warranty deed recorded 18 June 2002 as Entry No. 1855631, Book 2240, Page 578; thence gradually narrowing over the next 100.00 feet to be 60.0 feet wide (30.0 feet either side of the Centerline); and continuing over the final 170.00 feet at a width of 60.0 feet (30.0 feet either side of the Centerline) (the "Easement Parcel").

15-098-0002,0003,0013




Prepared For: Greg Stuart

Prepared by: Larsen & Malmquist  
 20 September 2006

CONSULTING CIVIL – STRUCTURAL ENGINEERING AND LAND SURVEYING



**LEGEND**

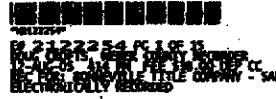
-  Property Line
-  Old Easement Line
-  New Easement Line



**LARSEN &  
MALMQUIST INC.**

CIVIL ENGINEERS & LAND SURVEYORS

1574 West 1700 South, 2D  
Salt Lake City, Utah 84104  
Phone: (801) 972-2634  
Fax: (801) 972-2698



Tax ID Number for Affected Parcel: 150980092

Address for Tax Statement: 2735 Pennsylvania Avenue (1100 West), Ogden, UT 84401

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO: The Scouler Company, c/o Jane M. Stehler-Smith, 250 Marquette Avenue, Suite 1650, Minneapolis, MN 55401 (612) 335-8780

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made on the 1<sup>st</sup> day of April, 2005 by and among Farmers Grain Cooperative of Idaho, Inc., an Idaho corporation ("FGC"), The Scouler Company, a Nebraska corporation ("Scouler"), Midland Partners, LLC, a Utah limited liability company ("Midland") and Stock Building Supply West, Inc., a Utah corporation ("Stock").

RECITALS

15-098-0013, 0003, 6002

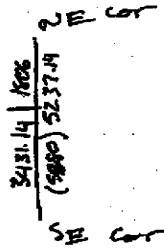
A. FGC is the owner of a parcel of real estate located in the City of Ogden, County of Weber, State of Utah (the "FGC Real Property") including but not limited to a portion of the parcel more particularly described as follows: a strip of real estate of varying widths running along the following described centerline: beginning at a point 1789.56 feet South 0°22'18" West along the Section line from the Northeast corner of the Northeast Quarter of Section 36, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey; running thence North 89°34'07" West 370.00 feet (the "Centerline"); beginning at the intersection of the Centerline and Pennsylvania Avenue (1100 West), the first 100.00 feet of such strip being 100.0 feet wide (30.0 feet either side of the Centerline); thence gradually narrowing over the next 100.00 feet to be 60.0 feet wide (30.0 feet either side of the Centerline); and continuing over the final 170.00 feet at a width of 60.0 feet (30.0 feet either side of the Centerline) (the "Easement Parcel").

B. Scouler has an option to purchase the FGC Real Property, including but not limited to the Easement Parcel.

C. Midland and Stock is the lessee of a parcel of real estate located in the City of Ogden, County of Weber, State of Utah (the "Midland/Stock Real Property") that is contiguous to the southern boundary of the FGC Real Property, including but not limited to approximately sixty feet of the southwestern end of the Easement Parcel.

D. Midland and Stock desire an easement to create a vehicular ingress and egress easement over the Easement Parcel to provide access to the Midland/Stock Real Property via Pennsylvania Avenue (1100 West).

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E. FGC is willing to grant Midland and Stock such an easement on the terms and conditions contained in this Agreement.

#### AGREEMENT

In consideration of the foregoing recitals and the mutual promises contained herein, the parties agree as follows:

#### 1. GRANT OF EASEMENT.

- a) **Grant.** FGC hereby grants, conveys, sells and conveys unto Midland and Stock a non-exclusive right-of-way easement to (i) access, locate, construct, maintain, use and repair the Roadway (defined in Subsection 2(a)) over and across the Easement Parcel; provided that such Roadway be used by Midland and Stock solely for the purposes of vehicular ingress and egress to and from the Midland/Stock Real Property via Pennsylvania Avenue (1100 West) in support of Stock's wood truss manufacturing and lumber products reloading operations; and (ii) access, locate, construct, maintain, use and repair the Water Line (defined in Subsection 3(a)) (collectively, the "Easement").
- b) **Covenant Running with the Land.** The Easement herein granted will constitute a covenant running with the FGC Real Property, and the same will be binding upon FGC and inure to the benefit of Midland and Stock and their respective successors and assigns.
- c) **No Transfer of Title.** The rights granted to Midland and Stock hereunder do not convey nor will they be deemed to convey to Midland or Stock any fee interest in or to any real property or mineral rights associated with the Easement Parcel.

#### 2. ROADWAY:

- a) **Construction.** The parties acknowledge that Midland will construct a roadway over and across the Easement Parcel. In constructing the roadway, Midland will (i) use appropriate fill, road base and asphalt; (ii) ensure that the roadway is a minimum of 60 feet wide at the point it intersects with Pennsylvania Avenue (1100 West) and after the first 100 feet gradually narrows to a width of 45 feet; and (iii) ensure that both the drainage constructed in conjunction with the roadway and the access provided by the roadway to the FGC Real Property are acceptable to FGC and Scouler, each in its sole, but reasonable discretion. Midland will submit preliminary drawings of its proposed roadway to FGC and Scouler, and FGC and Scouler will provide Midland with joint written notice of its consent or any objections to the proposed roadway within fifteen (15) days of their receipt of the drawings. Thereafter, Midland will promptly undertake diligent efforts to cure FGC's and Scouler's objections, if any. Upon receiving written consent or curing FGC's and Scouler's objections with respect to the preliminary drawings of the proposed roadway, if any, the Easement will commence ("Easement Commencement Date"). For purposes of this Agreement, the Roadway will mean the roadway to be constructed as depicted in the preliminary drawings agreed upon by Midland, FGC and Scouler. Midland

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covenants that it will construct the Roadway in accordance with the preliminary drawings and all applicable laws, rules and regulations.

- b) **Use.** Midland and Stock acknowledge that both FGC and Scouler conduct operations on, at or about the FGC Real Property and accordingly, FGC and Scouler will also be using the Roadway to support of their respective operations, and may grant others the right to use the Roadway as well. Midland, Stock, FGC and Scouler will use reasonable efforts to coordinate their use of the Roadway and ensure that their respective use of the Roadway will not unreasonably interfere with the others' use of the same.
- c) **Maintenance.** Midland and Stock will be responsible for maintaining the Roadway, at their sole expense. In the event Midland or Stock fails to so maintain the Roadway, FGC or Scouler may do so, at Midland's and Stock's expense.
- d) **Fences; Signs.**
  - i) Midland will, at its sole expense, install a security fence along the boundary of the southwest corner of the Easement Parcel where the Easement Parcel abuts the Midland/Stock Real Property for approximately sixty feet, and will, at its sole expense install a gate in such fence where it crosses over the Roadway. FGC or Scouler may, at their sole expense, install a security fence and gate along the boundary of the northwest corner of the Easement Parcel.
  - ii) Stock will, at its sole expense, install signs on the Easement Parcel at the entry to the Roadway from Pennsylvania Avenue (1100 West), which such signs will state "Private Roadway - No Through Traffic".

### 3. WATER LINE.

- a) **Construction.** The parties acknowledge that Midland will construct a water pipeline at a depth of at least two feet below the surface of the Easement Parcel (or such further depth as may be required by applicable state, county or city law, rule or regulation), which such water pipeline will support a looped water supply between Pennsylvania Avenue (1100 West) and Midland Drive (the "Water Line"). Midland covenants that it will construct the Water Line in accordance with all applicable state, county and city laws, rules and regulations and with the approval of the Public Works Department or other applicable department or agency of the City of Ogden, Utah.
- b) **Use.** Midland and Stock acknowledge that both FGC and Scouler conduct operations on, at or about the FGC Real Property and accordingly, FGC and Scouler may also use the Water Line in support of their respective operations. FGC and Scouler acknowledge that the Water Line is being constructed to provide water and fire protection service to the Midland/Stock Real Property, and such Water Line will not automatically be connected so as to provide water or fire protection service to the FGC Real Property. FGC or Scouler may, at their sole

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expense, connect the Water Line so as to provide water and fire protection service to the FGC Real Property, provided such connection is constructed in accordance with all applicable state, county and city laws, rules and regulations and with the approval of the Public Works Department or other applicable department or agency of the City of Ogden, Utah. Midland, Stock, FGC and Secular will use reasonable efforts to coordinate their use of the Water Line and ensure that their respective use of the Water Line will not unreasonably interfere with the others' use of the same.

- c) **Maintenance.** Midland and Stock will be responsible for maintaining the Water Line, at their sole expense except to the extent it is being adequately and properly maintained by the Public Works Department or other department or agency of the City of Ogden, Utah. In the event Midland, Stock or the City of Ogden, Utah fails to so maintain the Water Line, FGC or Secular may do so, at Midland's and Stock's expense.
4. **OPERATIONS ON FGC REAL PROPERTY.** Midland and Stock acknowledge that FGC's and Secular's operations on, at or about the FGC Real Property involve the operation of a fan or other equipment that will from time to time blow dust on to the Midland/Stock Real Property. Midland and Stock further acknowledge that such dust may occasionally be of sufficient quantity to result in dust settling on buildings, vehicles and other items located on or at the Midland/Stock Real Property, and neither Midland nor Stock will object to or otherwise complain to FGC, Secular or any third party about the operation of such equipment or the dust blowing on to the Midland/Stock Real Property. Further, each of Midland and Stock hereby waives any and all claims and causes of action resulting or arising from or in connection with FGC's or Secular's operations on, at or about the FGC Real Property, including but not limited to the dust.
5. **OPERATIONS ON MIDLAND/STOCK REAL PROPERTY.** FGC and Secular acknowledge that Stock will operate a wood-truss manufacturing facility and lumber re-load facility on, at or about the Midland/Stock Real Property and such operations may be continuous and around-the-clock during high demand season. Neither FGC nor Secular will object to such continuous or around-the-clock operations during high demand season.
6. **CONSIDERATION TO BE PAID FOR EASEMENT.**
- a) **One Time Payment.** Upon execution of this Agreement by all parties, Midland will pay Fifteen Thousand and no/100 Dollars as follows: (a) Five Thousand and no/100 Dollars to FGC; (b) Five Thousand and no/100 Dollars to Secular; and (c) Five Thousand and no/100 Dollars to FGC's accountant, Gordon James, to be held in escrow by him (the "Escrowed Sum"). Gordon James or FGC will pay the Escrowed Sum to Secular upon the closing of its acquisition or long term lease of the FGC Real Property or if Secular does not so acquire or lease the FGC Real Property, Gordon James will pay the Escrowed Sum to FGC upon termination of that certain Short Term Operating Agreement, as amended, by and between FGC and Secular.

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b) **On-Going Payments.**

- i) Midland will reimburse FGC or Scouler, as applicable, the Easement Parcel's pro rata portion of all property taxes assessed against the FGC Real Property. FGC or Scouler, as applicable, will provide Midland with the applicable property tax statement supporting the real property taxes to be paid.
- ii) Midland will reimburse FGC or Scouler, as applicable, any expenses they incur in accordance with Subsection 2(c) or 3(c).
- c) **Failure to Make Payments.** In the event Midland fails to make any payment required by Subsection 4(a) or (b), Stock will make such payment.

7. **TERM.** The Easement will commence on the Easement Commencement Date and continue until such time as FGC or Scouler elects to terminate the Easement in accordance with this Section. If Midland or Stock breaches any portion of Sections 2 through 4 or 6, either FGC or Scouler may give Midland and Stock written notice of such breach and Midland and Stock will have thirty days from receipt of the notice to cure the breach cited in the notice. If Midland or Stock fails to timely cure such breach, the party giving the notice may immediately terminate this Easement by giving prior, written notice of termination to all other parties to this Agreement. Notwithstanding the termination of the Easement, FGC's and Scouler's rights under Subsection 3(b) and Midland's and Stock's obligations under Section 4 will remain in full force and effect.

8. **REPRESENTATION AND WARRANTY.** FGC hereby represents and warrants to Midland and Stock that FGC is the owner of the Easement Parcel; its title thereto is free and clear of liens and encumbrances that presently impair or may impair Midland's or Stock's use of the Easement; and the execution and performance of the Easement will not conflict with or constitute a default under the terms of any other agreement or commitment by which FGC is bound.

9. **INDEMNIFICATION.** Midland and Stock will indemnify, defend and hold FGC and Scouler harmless from and against any and all claims, causes of action, costs, expenses, damages, fines and liabilities (including but not limited to reasonable attorneys' fees and expenses) incurred by or charged against FGC or Scouler and resulting or arising out of or in any way connected with (i) Midland's or Stock's operations, including but not limited to operations on, at or about the Easement Parcel; (ii) the activities conducted by Midland or Stock and its respective employees, agents, independent contractors and other personnel pursuant to this Agreement; or (iii) Midland's or Stock's breach of this Agreement.

10. **WAIVER.** No delay or failure by either party hereto to exercise any right or remedy will constitute a waiver thereof, and no single or partial exercise by either party hereto of any right or remedy will preclude other or further exercise thereof or the exercise of any other right or remedy by such party.

the terms of any other agreement or commitment by which FGC is bound.

- 9. **INDEMNIFICATION.** Midland and Stock will indemnify, defend and hold FGC and Scoular harmless from and against any and all claims, causes of action, costs, expenses, damages, fines and liabilities (including but not limited to reasonable attorneys' fees and expenses) incurred by or charged against FGC or Scoular and resulting or arising out of or in any way connected with (I) Midland's or Stock's operations, including but not limited to operations on, at or about the Hasegawa Parcel; (II) the activities conducted by Midland or Stock and its respective employees, agents, independent contractors and other personnel pursuant to this Agreement; or (III) Midland's or Stock's breach of this Agreement.
- 10. **WAIVER.** No delay or failure by either party hereto to exercise any right or remedy will constitute a waiver thereof, and no single or partial exercise by either party hereto of any right or remedy will preclude either or further exercise thereof or the exercise of any other right or remedy by such party.
- 11. **ENTIRE AGREEMENT.** This Agreement, together with the documents to be delivered hereunder, set forth the entire understanding of the parties herein relating to the subject matter hereof and supersedes all prior agreements and understandings, both oral or written.
- 12. **HEADINGS.** Headings appearing in this Agreement are for convenience only and will not be deemed to explain, limit or amplify the provisions of this Agreement.
- 13. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the internal laws of the State of Utah.
- 14. **AMENDMENTS.** This Agreement will not be modified or amended other than by the written agreement of the parties hereto.
- 15. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which when so executed will constitute an original and all of which together will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, intending to be bound hereby, as of the date first above written.

FARMERS GRAIN COOPERATIVE OF IDAHO, INC.

THE SCOLAR COMPANY

  
By Brent S. Miller  
Its President

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

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**FARMERS GRAIN COOPERATIVE OF IDAHO, INC.**

**THE SCOLAR COMPANY**

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

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

**MIDLAND PARTNERS, LLC**

**STOCK BUILDING SUPPLY WEST, INC.**

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

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

For purposes of Section 6 only,  
**GORDON JAMES**

\_\_\_\_\_

- 11. **ENTIRE AGREEMENT.** This Agreement, together with the documents to be delivered hereunder, set forth the entire understanding of the parties hereto relating to the subject matter hereof and supersede all prior agreements and understandings, both oral or written.
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**FARMERS GRAIN COOPERATIVE OF IDAHO, INC.**

**THE SCOLAR COMPANY**

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

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

**MIDLAND PARTNERS, LLC**

**STOCK BUILDING SUPPLY WEST, INC.**

  
By GORDON JAMES  
Its MANAGER

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

For purposes of Section 6 only,  
**GORDON JAMES**

EF 2122254 PG 9 OF 15

- 11. **ENTIRE AGREEMENT.** This Agreement, together with the documents to be delivered hereunder, set forth the entire understanding of the parties hereto relating to the subject matter hereof and supersedes all prior agreements and understandings, both oral or written.
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**FARMERS GRAIN COOPERATIVE OF IDAHO, INC.**

**THE SCOLAR COMPANY**

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

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

**MIDLAND PARTNERS, LLC**

**STOCK BUILDING SUPPLY WEST, INC.**

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

By *[Signature]*  
Its *[Signature]*

For purposes of Section 6 only,  
**GORDON JAMES**

\_\_\_\_\_

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MIDLAND PARTNERS, LLC

STOCK BUILDING SUPPLY  
WEST, INC.

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

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

For purposes of Section 6 only,  
GORDON JAMES

*[Signature]*

STATE OF Idaho  
COUNTY OF Bannock



On this 9 day of April, 2005, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came Gordon James to me personally known to be the identified person who signed the foregoing instrument, and acknowledged the execution thereof to be his or her voluntary act and deed in his or her identified capacity, and the voluntary act and deed of Farmers Grain Cooperative of Idaho, Inc.

Witness my hand and notarial seal the day and year above written.

*[Signature]*  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF DODGE )

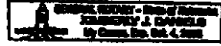
On this \_\_\_ day of April, 2005, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came \_\_\_\_\_ to me personally known to be the identified person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed in his identified capacity, and the voluntary act and deed of The Scouler Company



STATE OF Nebraska )  
COUNTY OF Douglas ) ss

On this 11 day of April, 2005, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came Thad S. McCreesh, to me personally known to be the identified person who signed the foregoing instrument, and acknowledged the execution thereof to be his or her voluntary act and deed in his or her identified capacity, and the voluntary act and deed of Farmers Grain Cooperative of Idaho, Inc.

Witness my hand and notarial seal the day and year above written.



Kimberly J. Daniels  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF DODGE ) ss

On this \_\_\_ day of April, 2005, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came \_\_\_\_\_ to me personally known to be the identified person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed in his identified capacity, and the voluntary act and deed of The Soudar Company

Witness my hand and notarial seal the day and year above written.

\_\_\_\_\_  
Notary Public

STATE OF UTAH )  
COUNTY OF WEBER ) ss

On this \_\_\_ day of April, 2005, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came \_\_\_\_\_ to me personally known to be the identified person who signed the foregoing instrument, and acknowledged the execution thereof to be his or her voluntary act and deed in his or her identified capacity, and the voluntary act and deed of Midland Partners, L.L.C.

Witness my hand and notarial seal the day and year above written.

\_\_\_\_\_  
Notary Public

jm2071.03

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss

On this \_\_\_ day of April, 2005, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came \_\_\_\_\_ to me personally known to be the identified person who signed the foregoing instrument, and acknowledged the execution thereof to be his or her voluntary act and deed in his or her identified capacity, and the voluntary act and deed of Farmers Grain Cooperative of Idaho, Inc.

Witness my hand and notarial seal the day and year above written.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF DODGE ) ss

On this \_\_\_ day of April, 2005, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came \_\_\_\_\_ to me personally known to be the identified person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed in his identified capacity, and the voluntary act and deed of The Scouler Company

Witness my hand and notarial seal the day and year above written.

\_\_\_\_\_  
Notary Public

STATE OF UTAH )  
COUNTY OF WEBBER ) ss

On this 15<sup>th</sup> day of April, 2005, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came TRIM SQUARE to me personally known to be the identified person who signed the foregoing instrument, and acknowledged the execution thereof to be his or her voluntary act and deed in his or her identified capacity, and the voluntary act and deed of Midland Partners, LLC.

Witness my hand and notarial seal the day and year above written.



Deanna L. Stinson  
Notary Public

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<sup>D.L.</sup>  
STATE OF UTAH )  
                  ) ss  
COUNTY OF WEBER)

On this 5<sup>th</sup> day of April, 2005, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came Scott D. Williams to me personally known to be the identified person who signed the foregoing instrument, and acknowledged execution thereof to be his or her voluntary act and deed in his or her identified capacity as voluntary act and deed of Stock Building Supply West, Inc.



Witness my hand and notarial seal the day and year above written.

Scott D. Williams  
Notary Public  
My commission expires: 12/31/07

STATE OF UTAH )  
                  ) ss  
COUNTY OF WEBER)

On this \_\_\_ day of April, 2005, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came Gordon James to me personally known to be the identified person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year above written.

\_\_\_\_\_  
Notary Public

June 2007

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P. 14

8692 226 108 801 972 2698

Larson & Helquist Inc.

SEP 21 08 03:47P

Witness my hand and notarial seal the day and year above written.

\_\_\_\_\_  
Notary Public

STATE OF UTAH }  
COUNTY OF WEBER } ss

On this \_\_\_ day of April, 2005, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came \_\_\_\_\_ to me personally known to be the identified person who signed the foregoing instrument, and acknowledged the execution thereof to be his or her voluntary act and deed in his or her identified capacity, and the voluntary act and deed of Midland Partners, LLC.

Witness my hand and notarial seal the day and year above written.

\_\_\_\_\_  
Notary Public

STATE OF UTAH }  
COUNTY OF WEBER } ss

On this \_\_\_ day of April, 2005, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came \_\_\_\_\_ to me personally known to be the identified person who signed the foregoing instrument, and acknowledged the execution thereof to be his or her voluntary act and deed in his or her identified capacity, and the voluntary act and deed of Stock Building Supply West, Inc.

Witness my hand and notarial seal the day and year above written.

\_\_\_\_\_  
Notary Public

STATE OF UTAH }  
COUNTY OF WEBER } ss

On this 2 day of April, 2005, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came Gordon James to me personally known to be the identified person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss

On this \_\_\_\_ day of April, 2005, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came \_\_\_\_\_ to me personally known to be the identified person who signed the foregoing instrument, and acknowledged the execution thereof to be his or her voluntary act and deed in his or her identified capacity, and the voluntary act and deed of Farmers Grain Cooperative of Idaho, Inc.

Witness my hand and notarial seal the day and year above written.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF DODGE ) ss

On this \_\_\_\_ day of April, 2005, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came \_\_\_\_\_ to me personally known to be the identified person who signed the foregoing instrument, and acknowledged the execution thereof to be his or her voluntary act and deed in his identified capacity, and the voluntary act and deed of The Socoar Company

Witness my hand and notarial seal the day and year above written.

\_\_\_\_\_  
Notary Public

STATE OF UTAH )  
COUNTY OF WEBER ) ss

On this 15<sup>th</sup> day of April, 2005, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came TRAI SQUART to me personally known to be the identified person who signed the foregoing instrument, and acknowledged the execution thereof to be his or her voluntary act and deed in his or her identified capacity, and the voluntary act and deed of Midland Partners, LLC.

Witness my hand and notarial seal the day and year above written.



*Deanna L. Wickroy*  
Notary Public

Jan207123

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STATE OF UTAH )  
COUNTY OF WEBER ) ss

On this 22 day of April, 2005, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came David D. Ballman to me personally known to be the identified person who signed the foregoing instrument, and acknowledged execution thereof to be his or her voluntary act and deed in his or her identified capacity as voluntary act and deed of Stock Building Supply West, Inc.

Witness my hand and notarial seal the day and year above written.



David D. Ballman  
Notary Public

STATE OF UTAH )  
COUNTY OF WEBER ) ss

On this \_\_\_ day of April, 2005, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came Gordon James to me personally known to be the identified person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year above written.

\_\_\_\_\_  
Notary Public

Jan 20 2005

Witness my hand and notarial seal the day and year above written.

\_\_\_\_\_  
Notary Public

STATE OF UTAH )  
                  ) ss  
COUNTY OF WEBER)

On this \_\_\_\_ day of April, 2005, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came \_\_\_\_\_ to me personally known to be the identified person who signed the foregoing instrument, and acknowledged the execution thereof to be his or her voluntary act and deed in his or her identified capacity, and the voluntary act and deed of Midland Partners, LLC.

Witness my hand and notarial seal the day and year above written.

\_\_\_\_\_  
Notary Public

STATE OF UTAH )  
                  ) ss  
COUNTY OF WEBER)

On this \_\_\_\_ day of April, 2005, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came \_\_\_\_\_ to me personally known to be the identified person who signed the foregoing instrument, and acknowledged the execution thereof to be his or her voluntary act and deed in his or her identified capacity, and the voluntary act and deed of Stock Building Supply West, Inc.

Witness my hand and notarial seal the day and year above written.

\_\_\_\_\_  
Notary Public

STATE OF UTAH )  
                  ) ss  
COUNTY OF WEBER)

On this 22 day of April, 2005, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came Gordon James to me personally known to be the identified person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.



**LARSEN & MALMQUIST, INC.**  
**CONSULTING ENGINEERS AND LAND SURVEYORS**

1574 West 1700 South, Suite 2D • Salt Lake City, Utah 84104 • (801) 972-2634

**Legal Description  
 Easement Agreement**

Legal description for an easement agreement by and among Farmers Grain Cooperative of Idaho, Inc., an Idaho corporation ("FGC"), The Scoular Company, a Nebraska corporation ("Scoular"), Midland Partners, LLC, a Utah limited Liability company ("Midland") and Stock Building Supply West, Inc., a Utah corporation ("Stock").

FGC is the owner of a parcel of real estate located in the City of Ogden, County of Weber, State of Utah (the "FGC Real Property"), including but not limited to a portion of the parcel more particularly described as follows:

A strip of real estate of varying widths running along the following described centerline: beginning at a point South 00°22'18" West along the Section line 1736.33 feet from the Northeast corner of the Northeast Quarter of Section 36, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey; running thence North 89°34'07" West 261.65 feet (the "Centerline"); the Easterly 91.65 feet of such strip being 100.00 feet wide 70.0 feet North of and 30.00 feet South of said Centerline; the Westerly 170.00 feet being 60.00 feet wide (30.00 feet on either side of the said Centerline); the South side of said easement being the North line of that certain property described in that certain warranty deed recorded 18 June 2002 as Entry No. 1855631, Book 2240, Page 578.

Prepared For: Greg Stuart

Prepared by: Larsen & Malmquist  
 Revised: 6 December 2006

**ACKNOWLEDGEMENT OF CORRECTED DESCRIPTION**

This is a correction to the Legal Description for the property easement from The Scoular Company to Midland Partners LLC and affects the property leased to Stock Building Supply West, Inc./ Stock Components Truss Plant No. 1155.

As Tenant under the lease, Stock Building Supply West, Inc. acknowledges the descriptive changes reflected herein and platted on the accompanying property plat are for recording purposes only and do not affect the access or change the use of the property contained in the property lease.

Acknowledged this \_\_\_\_\_ day of December 2006.

STOCK BUILDING SUPPLY WEST, INC.

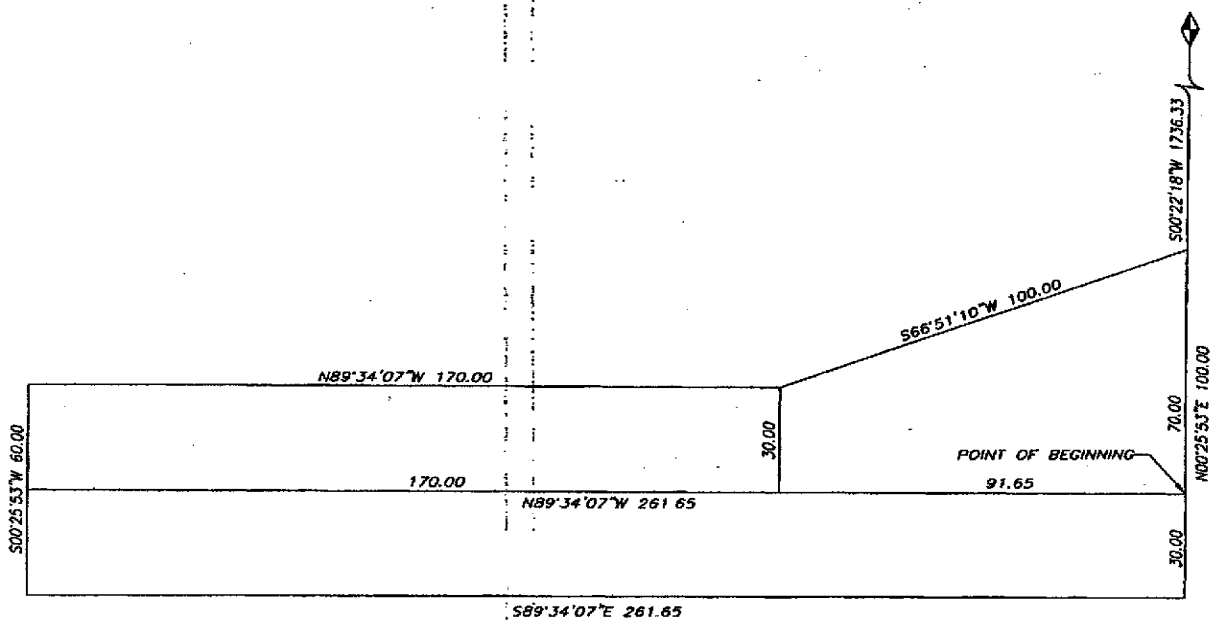
By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_ Corp. Controller / Asst. Secretary

CONSULTING CIVIL – STRUCTURAL ENGINEERING AND LAND SURVEYING





**LARSEN &  
MALMQUIST INC.**

CIVIL ENGINEERS & LAND SURVEYORS

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