

When Recorded, Return to:
Community Development Director
Tooele County
47 South Main Street
Tooele, UT 84074

NOTICE OF AGREEMENT REGARDING SOUTHSIDE GRAVEL OPERATIONS

THIS NOTICE OF AGREEMENT REGARDING SOUTHSIDE GRAVEL OPERATIONS ("Notice") is provided in order to give Notice that the Parties, consisting of Tooele County, a political subdivision of the State of Utah ("County") and Southside Gravel LLC, a Utah limited liability company ("Southside"), have entered into that certain Agreement Regarding Southside Gravel Operations, dated the 21 day of AUGUST, 2018.

The Agreement runs with the land and shall be binding on all successors in ownership of the Property which is subject to the Agreement as more fully described in Exhibit A, attached and incorporated by this reference.

Any inquiries regarding the terms of the Agreement may be addressed to:

For County: Tooele County
Attention: Community Development Director
47 South Main Street
Tooele, Utah 84074

Copies to: Tooele County Attorney
47 South Main Street
Tooele, Utah 84074

For Southside: Jay Harwood
1515 West 2200 South, Ste C
Salt Lake City, Utah 84119

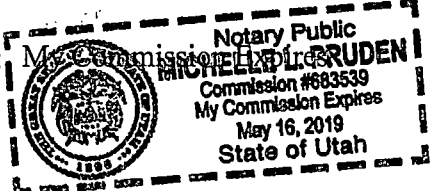
TOOELE COUNTY,
A political subdivision of the
State of Utah

By Wade B. Bitner
Its WADE B. BITNER

STATE OF UTAH)
: ss.
COUNTY OF TOOELE)

On this 23 day of Aug, 2018, personally appeared before me Wade Bitner, of
Tooele County, who executed the foregoing instrument on behalf of Tooele County
Commons

Michelle L. Pruden
NOTARY PUBLIC
Residing at:



SOUTH SIDE GRAVEL, LLC
a Utah limited liability company

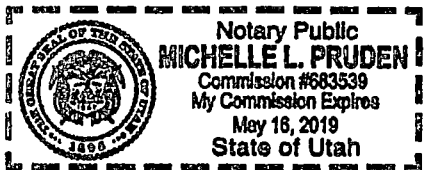
By [Signature]
Its [Signature]

STATE OF UTAH)
: ss.
COUNTY OF TOOELE)

On this 22nd day of Aug, 2018, personally appeared before me Jan Harwood of
South Side Gravel, LLC who executed the foregoing instrument on behalf of South Side Gravel, LLC

Michelle L. Pruden
NOTARY PUBLIC
Residing at:

My Commission Expires:



AGREEMENT REGARDING SOUTHSIDE GRAVEL OPERATIONS

THIS AGREEMENT regarding Southside Gravel Operations (“Agreement”) is made and entered into as of this 21 day of August, 2018, by and between **Southside Gravel LLC**, A Utah limited liability company (“Southside”); and **Tooele County**, a political subdivision of the State of Utah (“County”), sometimes individually referred to as a “Party” or collectively as “Parties”, with reference to the following:

RECITALS:

A. Southside is the current owner of certain real property located in the unincorporated area of Tooele County, Utah, as more particularly described in Exhibit “A” attached hereto and made apart hereof (the “Property”), on which they operate a gravel business (“Gravel Operation”), as more fully defined below. Southside intends to lease the Property and right to conduct the Gravel Operation to a third party (“Lessee”).

B. There is currently a dispute between Southside and the County regarding the applicability and enforcement of various of the County’s land use ordinances, regulations and requirements to the Gravel Operation (the “Dispute”).

C. The Parties now desire to resolve and settle amicably all past and present controversies, claims, causes of action or purported causes of action, and differences and between them, referring or relating to the Dispute.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and conditions described below, the parties agree as follows:

1. Intent of Parties and Release of claims. It is the intent and purpose of Southside and the County to fully and completely settle, compromise and resolve all claims, controversies and disputes between them arising out of or in any way related to Southside’s use of the Property for Gravel Operations. Except for the Southside’s and the County’s obligations under this Agreement, Southside and the County, for and on behalf of themselves and their respective officers, agents, employees, indemnitors, insurers, successors and assigns, hereby release and forever discharge each other, together with their respective officers, members, managers, employees, agents, indemnitors, insurers, successors, assigns and all other persons, firms, partnerships and corporations from any and all claims, demands, liabilities, damages, causes of action, costs and expenses, including attorney’s fees, arising out of or related to the Dispute and/or the use of the Property for Gravel Operations.

2. Use of Southside Property for Gravel Operations. The parties acknowledge and agree that Southside shall have the right to conduct Gravel Operations on the Property as a legal nonconforming use subject to compliance with the following conditions:

a. Gravel Operations. The term “Gravel Operations” shall include, without limitation, the following: (i) mining of sand, gravel and rock aggregate from the Property; (ii) excavating, loading, crushing, screening, washing and processing of sand, gravel and rock aggregate at the Property; (iii) operating, maintaining and repairing tractors, trucks, loaders and processing equipment at the Property; (iv) marketing, advertising and selling sand, gravel and rock products and services related thereto to the general public; (v) performing any work required by law or this Agreement; and (vi) conducting such other activities and accessory or incidental uses related to the foregoing, but does not currently include the operation of a hot mix asphalt plant or concrete batch plant except as approved on a temporary basis pursuant to §3(b) below.

b. Principal Hours of Operation. Southside shall confine its principal operations on the Property to the hours of 6:00 a.m. to 9:00 p.m., subject to and consistent with any Approval Order (“Approval Order”) by the Utah Division of Air Quality currently in effect.

i. Aggregate Crushing. Southside shall confine the activities of crushing to the hours of 7:00 am to 7:00 pm from April 1 to November 30 and the hours of 8:00 am to 6:00 pm from December 1 to March 31.

ii. Hauling. Southside shall confine the activities of hauling product to and from the Property to the hours of 6:00 am to 8:00 pm from April 1 to November 30 and 8:00 am to 6:00 pm from December 1 to March 31.

iii. Washing Equipment. Southside shall confine the activities of washing equipment to the principal hours of operation of 6:00 am to 9:00 pm and shall turn off permanent, attached yard lighting other than during those hours.

iv. Maintenance and Related Work. Notwithstanding the foregoing, Southside shall have the right to perform maintenance, repair, and related work during hours beyond the principal hours identified above but shall make reasonable efforts to reduce noise and light by using low impact mobile lighting as needed for any such maintenance work.

c. Days of Operation. Southside shall confine its aggregate hauling and use of aggregate processing equipment on the Property to Monday through Saturday. Except for Contractual Obligations (defined below) approved under the provisions of Section 3 below, or as may otherwise be required by this Agreement or applicable law, Southside shall not conduct aggregate hauling or operate aggregate processing equipment on Sundays or the following federal and state holidays: New Year’s Day, Thanksgiving Day and Christmas Day. For purposes of this Agreement, the term “Contractual Obligations” shall mean obligations of Southside arising under a contract where, as a condition to entering into such contract, that Southside deliver or otherwise provide aggregate products (including hauling and processing) on Sundays or on one or more of the above referenced holidays in order for Southside to fulfill its obligations under such contract.

d. Extended Operations. Notwithstanding the conditions of Sections 2(b) and 2(c), Southside shall have the right to request approval to modify the hours and days of operation for bona fide emergencies and Contractual Obligations.

e. Mitigation. In order to mitigate some of the potential adverse impacts of the Gravel Operations on residents and neighboring landowners, Southside agrees, at Southside's sole cost and expense, to undertake certain mitigation obligations as more fully described in the Operation, Mitigation and Reclamation Plan attached as Exhibit B and incorporated by this reference (the "Operation Plan").

f. Access and Entry Road. Southside shall limit access to and from the Property for purposes of conducting Gravel Operations to the most westerly entrance on Silver Avenue then to the Mormon Trail Road to South Mountain Road, Bauer Road, Old Bauer Road and then SR 36 or from the south side of the pit to Ranch Road, Indian Mountain Road and Penny Road to SR 36. See attached map attached as part of Exhibit B and incorporated by this reference showing access routes. Notwithstanding the foregoing, these access routes do not apply to Southside customers or contract haulers.

g. Maintenance of and Improvements to County Roads. The County shall provide the same standard level of maintenance on the County Road from the sought side of the Property to Ranch Road that it provides to other similarly situated County Roads. To the extent the County road from the south side of the Property to Ranch Road needs improvements or widening, the costs associated with such improvements and widening shall be borne by Southside. Southside shall also bear the cost of improving the road grade at the railroad crossing on Penny Road, leading to SR 36.

h. Phasing of Excavation. Southside agrees to mine and excavate the Property in 25-acre phases, as shown in more detail in the Operation Plan. Southside shall have the right, from time to time, to make adjustments to the boundaries of the phases based on market conditions, site conditions and related factors, so long as Southside reclaims the Property in a manner otherwise consistent with the Operation Plan. If Southside makes substantial changes to the existing phasing, Southside shall update the Operation Plan and submit such update to the County.

i. Reclamation of Property.

i. In order to mitigate some of the potential adverse impacts of the Gravel Operations on neighboring landowners and residents, Southside agrees, at Southside's sole cost and expense, to undertake certain reclamation obligations on the slopes as described herein and as shown in the Operation Plan. Reclamation shall include restoration, regrading and reseeding of the slopes after each phase of excavation of Southside's Property as shown on Exhibit B. The reclamation obligations shall be commenced and be pursued diligently to completion following the completion of Gravel Operations in each phase. Notwithstanding the foregoing, all floor areas will remain available for stockpiling and will not be reclaimed until the end of all Gravel Operations on the Property.

ii. Southside agrees to reseed disturbed slopes with species of vegetation that should survive natural rainfall as more fully described in the Operation Plan. In order to assist the establishment of vegetation, Southside further agrees to use reasonable efforts to reseed disturbed areas in the Fall and take reasonable steps to maintain such reseeded areas according to sound landscape maintenance techniques.

iii. In order to coordinate phasing and reclamation efforts, Southside agrees to limit the exposed but unreclaimed final slopes at any one time to twenty-five (25) acres and the area of final but unreclaimed floor elevations at any one time to fifty (50) acres. As active work and Gravel Operations in any phase are completed to finished slopes and floor elevation levels, Southside shall begin reclamation efforts.

iv. In order to ensure completion of reclamation according to this Agreement, Southside agrees to post a reclamation bond or equivalent irrevocable letter of credit ("Reclamation Bond") in a form approved by the County Attorney consisting of a combination of one or more of the following financial guarantee methods: a corporate surety bond, a deposit in escrow with an escrow holder, or a letter of credit with a financial institution within 30 days of Southside's commencement of substantial Gravel Operations but in no event later than 180 days of the parties' execution of this Agreement. The amount of the Reclamation Bond shall be \$2000.00 per acre for the entire Property. However, as final reclamation has been satisfactorily performed as verified by the County, a partial release of the Reclamation Bond for that portion of the Property where final reclamation has been completed shall be made by the County. Within a reasonable time following the completion of all final reclamation work as described in the Reclamation Plan, the County shall make a final inspection and, if reclamation has been satisfactorily performed, verify that determination in writing and release the Reclamation Bond.

j. Dust Control. In order to mitigate some of the potential adverse impacts of the Gravel Operations on neighboring landowners, Southside shall, at Southside's sole cost and expense, implement certain dust control measures as described in the Operation Plan.

k. Compliance with Applicable Local, Federal and State Regulations. Southside shall comply with all applicable local, state and federal laws and regulations governing the Gravel Operations approved under the provisions of this Agreement including, but not limited to, air quality and site reclamation.

l. Liability Insurance. Southside shall maintain on file with the County Engineer proof of liability insurance for all Gravel Operations approved pursuant to the terms of this Agreement in an amount of at least one million dollars (\$1,000,000).

m. Use of State and County Roads. Southside shall hold Tooele County harmless from any and all legal proceedings as a result of Southside's negligent use and/or crossing of state and county roads.

n. Designation of Point of Sale. Southside agrees, where possible, to designate the Gravel Operation on the Property as the point of sale for purposes of the payment of sales tax on products sold by Southside generated on the Property.

o. Limitation on Operations on Portion of Property. Pursuant to and consistent with the terms of that certain Development Agreement For L & B Development Company, Inc. dated July 3, 2001, Southside agrees not to conduct active mining operations on that approximately 10 acre portion of the Property which was the subject of the above referenced development agreement and limit activities in that area to shaping the contours to blend in with the adjacent property so that it can be reclaimed and graded for future development.

3. County Approval of Temporary Changes for Emergencies and Contractual Obligations. For the purposes of this Agreement, the Community Development Director ("CDD") shall mean the Community Development Director of the County or her designee.

a. Bona Fide Emergencies. Except as otherwise specifically set forth herein, Southside shall obtain the prior approval of the CDD for any temporary change to the conditions set forth in Sections 2(b) and 2(c) relating to bona fide emergencies or emergent circumstances. The CDD shall process each such request promptly and shall approve such request provided that Southside agrees to the imposition of reasonable conditions related to the emergent circumstances to mitigate potential adverse impacts of the temporary changes on neighboring landowners or the County such as dust control, noise reduction and traffic control requirements. Any emergency that extends beyond thirty (30) days must be reviewed and approved by the County Commissioner with supervisory authority over the CDD or the County Manager, as applicable.

b. Temporary Contractual Obligations. Except as otherwise specifically set forth herein, Southside shall obtain the prior approval of the CDD and County Commissioner with supervisory authority over the CDD or the County Manager, as applicable, for any temporary change to the conditions set forth in Sections 2(b) and 2(c) including temporary change(s) related to Contractual Obligations. The County agrees to process each such request within ten (10) business days and the decision whether to approve any such request shall be supported by substantial evidence based on the terms and conditions of this Agreement and the imposition of reasonable conditions related to the temporary Contractual Obligations for the duration of the particular contract to mitigate the potential adverse impacts on neighboring landowners and the County.

4. Future Use of the Property. Southside shall have the right, from time to time, in its sole and absolute discretion, to use portions of the Property, to the extent located within the unincorporated area of the County limits, for purposes other than Gravel Operations consistent

with the ordinances, resolutions, regulations and requirements of the County then in effect. If Southside elects to terminate Gravel Operations as to all or any portion of the Property, the parties shall promptly execute and deliver an amendment to this Agreement and a notice in recordable form to remove all or such portion of the Property from the terms of this Agreement. Upon recordation of such notice, Southside and the portion of the Property removed herefrom shall be released from any and all obligations, conditions or requirements under this Agreement as to the portion of the Property so removed. Upon recordation of such notice, the nonconforming use rights shall cease and terminate with respect to the portion of the Property so removed.

5. Assignment by Southside. Any or all of the rights and obligations of Southside and/or rights and benefits associated with the Property under this Agreement may be assigned and transferred to other persons or entities, provided that the assignment or transfer has received the prior written consent of the County, which shall not be unreasonably withheld and shall be limited to determining the financial capability of any such other party, individual or entity to fulfill the applicable responsibilities of Southside under the terms of this Agreement; and, provided further, that the assignee or transferee assumes the applicable portion of Southside's obligations hereunder, and provided further, no such assignment or transfer shall be effective, unless it is in a written instrument signed by Southside and such assignee or transferee and such written instrument is duly recorded in the Tooele County Recorder's Office. Upon any such assignment or transfer, Southside shall provide written notice to the County and thereupon Southside shall be released from all or the applicable portion of its obligations under this Agreement. The County hereby approves the assignment or transfer of Southside's rights and obligations under this Agreement to its current Lessee Staker & Parson Companies or any of its affiliates upon receipt by the County from Staker & Parson Companies its acknowledgment that Staker agrees to accept those rights and obligations.

6. Periodic/Annual Review. The CDD shall have the right to access the Property and any portions thereof during normal business hours based on reasonable advance notice to Southside to inspect or observe the conduct of the Gravel Operations to determine compliance with the terms of this Agreement provided; however, that the County's inspections and observations shall not materially interfere with Gravel Operations or the conduct of Southside's business. The County shall periodically, but not less than annually, review compliance with all the terms and conditions of this Agreement. The review shall be accomplished by representatives of Southside meeting with the CDD to review compliance with all the terms and conditions of this Agreement. The CDD shall create and use a form in the interest of promoting consistency in the inspection and review process and shall provide a copy of the inspection report to the County Legislative Body.

7. Default and Remedies.

a. Default by Southside. Except for Claims (defined below) governed by Section 8, the occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by Southside: (i) failure to correct any noncompliance under Section 2(b), Section 2(c) or Section 2(e) after ten (10) days written notice from the County to Southside specifying the nature and details of such noncompliance; or (ii) failure to perform any other obligation of Southside under the terms of this Agreement following thirty (30) days written notice by the County to Southside; provided that if more than thirty (30) days are required to complete such performance, Southside shall not be in default if Southside commences such performance within the thirty (30)-day period and thereafter diligently pursues its completion.

b. Default by County. Except for Claims governed by Section 8, the occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by County: failure to abide by the terms hereof following thirty (30) days written notice by Southside to County; provided that if more than thirty (30) days are required to complete such performance, County shall not be in default if County commences such performance within the thirty (30)-day period and thereafter diligently pursues its completion.

8. Informal Dispute Resolution. The County and Southside (collectively, "Bound Parties") acknowledge and agree that, given the nature, duration and complexity of this Agreement, a variety of potential breach or default scenarios could occur, each of which may require a differing response, response time or remedy. The Bound Parties therefore agree that it is in their mutual interest to attempt to informally resolve any dispute, difference or disagreement that may arise between them regarding the implementation of this Agreement. Therefore, the Bound Parties agree that except in the event of a breach of this Agreement which, by its nature, may cause an immediate and material injury to the health, safety or welfare of the public, or to Southside's business or Gravel Operations, in which instance the non-defaulting party shall have the right to seek immediate injunctive relief through the courts, the Bound Parties agree to attempt to avoid the cost of litigation if at all possible and encourage the amicable resolution of: (a) claims, grievances or disputes related to the interpretation, application or enforcement of Section 2(b) and Section 2(c) with respect to Southside; and (b) citizen complaints regarding Southside's compliance with Section 2(b) and Section 2(c) (collectively "Claim"). Except as provided above, each Bound Party covenants and agrees that each Claim between such Bound Party and any other Bound Party arising out of or relating to such Claim shall be resolved using the procedures set forth in this Section 8 before filing suit in any court or initiating proceedings before any administrative tribunal seeking redress or resolution of such Claim.

a. Designated Contact Persons. In order to more efficiently resolve each Claim, the parties agree to communicate directly with a contact person designated by each party ("Designated Contact Person") who is an officer, employee or representative of the party. Consequently, each Bound Party shall specify in writing the name, mailing address, facsimile number and telephone number of their respective Designated Contact Person, who shall be authorized and instructed to receive communications and notices

from the other parties with respect to any Claim. Each Bound Party shall have the right at any time throughout the term of this Agreement to change the Designated Contact Person by providing written notice of any such change to the County, as provided in Section 12 below. The parties' initial Designated Contact Persons shall be:

For Southside: Jay Harwood
1515 West 2200 South, Ste C
Salt Lake City, Utah 84119

Copies to: Scott O. Mercer
Kesler & Rust
68 S. Main St., Ste 200
Salt Lake City, Utah 84101
som@keslerrust.com

For County: Tooele County
Attention: Community Development Director
47 South Main Street
Tooele, Utah 84074

Copies to: Tooele County Attorney
47 South Main Street
Tooele, Utah 84074

b. Notice. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") shall notify each Respondent in writing of the Claim ("Notice"), stating plainly and concisely: (i) the nature of the Claim, including date, time, location, person involved, Respondent's role in the Claim; (ii) the basis of the Claim (i.e., the provision of the this Agreement, or other authority out of which the Claim arises); (iii) what Claimant wants Respondent to do or not to do to resolve the Claim; and (iv) that Claimant wishes to resolve the Claim by mutual agreement with Respondent, and is willing to meet in person with Respondent at a mutually agreeable time and place to discuss in good faith ways to resolve the Claim.

c. Good Faith Negotiation. Each Claimant and Respondent ("Parties") shall make every reasonable effort to meet in person and confer for the purpose of seeking to resolve the Claim by good faith negotiation.

d. Non-Binding Mediation. If the Parties do not resolve the Claim through negotiation within 30 days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), Claimant shall have thirty (30) additional days within which to submit the Claim to mediation under the auspices of an independent agency providing mediation services upon which the Parties may mutually agree. If Claimant does not submit the Claim to mediation within thirty (30) days after Termination of Negotiations, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to

Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to Persons not a Party to the foregoing proceedings. If the Parties do not settle the Claim within thirty (30) days after submission of the matter to the mediation process, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth when and where the Parties met, that the Parties are at an impasse, and the date that mediation was terminated. Each Party shall, within seven (7) days of the Termination of Mediation, make a written offer of settlement in an effort to resolve the Claim. The Claimant shall make a final written settlement demand ("Settlement Demand") to the Respondent. The Respondent shall make a final written settlement offer ("Settlement Offer") to the Claimant. If the Claimant fails to make a Settlement Demand, Claimant's original Notice shall constitute the Settlement Demand. If the Respondent fails to make a Settlement Offer, Respondent shall be deemed to have made a "zero" or "take nothing" Settlement Offer. If the Parties do not agree in writing to accept either the Settlement Demand, the Settlement Offer, or otherwise resolve the Claim within fifteen (15) days of Termination of Mediation, the Parties may exercise all rights available to them under this Agreement and Utah law, whether at law or in equity.

9. Notices. Any and all notices required or permitted hereunder shall be given in writing and personally delivered; delivered by certified mail, return receipt requested, postage prepaid; or delivered by generally recognized overnight courier providing proof of delivery, addressed as follows:

For Southside:	Jay Harwood 1515 West 2200 South, Ste C Salt Lake City, Utah 84119
Copies to:	Scott O. Mercer Kesler & Rust 68 S. Main St., Ste 200 Salt Lake City, Utah 84101 som@keslerrust.com
For County:	Tooele County Attention: Community Development Director 47 South Main Street Tooele, Utah 84074
Copies to:	Tooele County Attorney 47 South Main Street Tooele, Utah 84074

Any notice may also be delivered by email provided that such notice is also delivered by one of the other means set forth above. Any notice which is personally delivered shall be deemed effective upon the date of delivery. Any notice which is mailed shall be deemed effective when

the return receipt is signed for the addressee or is returned as undelivered. Any notice which is delivered by overnight courier shall be deemed effective on the day after deposit with the courier. The parties may change their respective addresses by written notice delivered in the manner required herein.

10. General Provisions.

a. Recordation of Notice. The County and Southside shall execute and file a notice of this Agreement against the Property in the records of the Tooele County Recorder's Office. Such notice shall be in the form attached hereto as Exhibit C and by this reference made a part hereof.

b. Agreement to Run with the Land. Except for any portions of the Property removed from the provisions of this Agreement pursuant to the provisions of Section 4, this Agreement shall be deemed to run with the land and shall be binding on all successors in ownership of the Property.

c. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction or as a result of any legislative action, such holding or action shall be strictly construed. Furthermore, provided the parties are still able to retain all of the material benefits of their bargain hereunder, such provision shall be construed, limited or, if necessary, severed, but only to the extent necessary to eliminate such invalidity or unenforceability, and the other provisions of this Agreement shall remain unaffected and this Agreement shall be construed and enforced as if such provision in its original form and content had never comprised a part hereof.

d. Duration. Except for portions of the Property removed from the provisions of this Agreement pursuant to Section 4, this Agreement shall remain in full force and effect for a term of 25 years.

e. Amendment. This Agreement cannot be altered or otherwise amended except pursuant to an instrument in writing signed by each of the parties hereto.

f. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Property to or for the general public or for any public purposes whatsoever, it being the intention of the parties that this Agreement be strictly limited to and for the purposes expressed herein.

g. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah.

h. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their heirs, personal representatives, successors and assigns.

i. Captions. The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

j. Attorney's Fees. In the event any action is instituted by a party to enforce any of the terms and provisions contained herein, the prevailing party in such action shall be entitled to receive from the other party reasonable attorneys' fees, costs and expenses incurred in enforcing this Agreement.

k. No Presumption. This Agreement shall be interpreted and construed only by the contents hereof, and there shall be no presumption or standard of construction in favor of or against either party. Each party represents and warrants to the other party that they have been represented by, and have had the opportunity to consult with, legal counsel in connection with the review, negotiation and execution of this Agreement.

l. Authority. The individuals who execute this Agreement represent and warrant that they are duly authorized to execute this Agreement on behalf of Diamond and the County, as the case may be, that the parties named are all the necessary and proper parties, and that no other signature, act or authorization is necessary to bind such entity to the provisions of this Agreement.

m. Integration. This Agreement constitutes the entire agreement of the Parties and replaces, supersedes and terminates all prior offers, exhibits, information, negotiations, sales materials, representations, warranties, showings, meetings, and all other agreements and contracts.

n. Force Majeure. Whenever a party is required to perform an act under this Agreement including, without limitation, the cure of a default, by a certain time, said time shall be deemed extended so as to take into account events of Force Majeure (defined below). The term ("Force Majeure") means any event arising from circumstances beyond the control of a party, or of an entity controlled by a party, or of a party's contractors, that delays or prevents the performance of any obligation under this Agreement despite the party's best efforts to fulfill the obligation. The requirement that the party exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential Force Majeure event and best efforts to address the effects of any potential Force Majeure event (i) as it is occurring; and (ii) following a potential Force Majeure event, such that the delay is minimized to the greatest extent possible. "Force Majeure" does not include financial inability of a party to complete their obligations under this Agreement.

o. Further Assurances. Each party to this Agreement agrees to execute any additional documents and to take any further action which may reasonably be required to accomplish the purposes of this Agreement or otherwise fulfill the obligations of the parties under this Agreement. Each party shall bear its own costs and attorney's fees resulting from any such additional action.

p. No Joint Venture or Partnership. Neither this Agreement nor any of the provisions or exhibits hereto are intended to, nor do they create, any joint venture, partnership, undertaking or business arrangement between the parties hereto.

q. Exhibits and Recitals. All Exhibits and Schedules attached hereto are incorporated herein by reference. The Recitals to this Agreement are hereby stated to be true and correct and are incorporated herein by this reference.

r. Counterparts. This Agreement may be executed in one or more counterparts, all of which in the aggregate shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been executed by the County of Tooele, acting by and through the County Commission, authorizing such execution by the Chair, and by a duly authorized representative of Southside effective as of the above stated date.

TOOELE COUNTY,
A political subdivision of the
State of Utah

By Wade B. Pitner
Its WADE B. PITNER

SOUTH SIDE GRAVEL, LLC
a Utah limited liability company

By [Signature]
Its [Signature]

EXHIBIT LIST

- EXHIBIT "A"** **"Legal Description of Property"**
EXHIBIT "B" **"Operation Plan"**
EXHIBIT "C" **"Notice of Agreement to be Recorded with Tooele County Recorder"**

EXHIBIT "A"

EXHIBIT A

Property Description

A parcel of land located within Section 32, Township 4 South, Range 5 West, Salt Lake Base and Meridian, Stockton, Tooele County, State of Utah and being more particularly described as follows;

Beginning at a point said point being the West quarter corner of section 32 and running thence along the west section line N1°05'43"E, a distance of 1556.52 feet to a point 140 feet perpendicularly distant from the center line of Silver Lane; thence running parallel to said Silver Lane at said 140 foot perpendicular distance the following 3 calls; (1) S54°21'02"E a distance of 266.78 feet to a 900.00 foot radius curve to the left; (2) along said curve a distance of 560.52 feet (chord bears S72°11'33"E a distance of 551.51 feet); (3) N89°57'55"E a distance of 2897.24 feet; thence along a fence line S4°49'50"W a distance of 814.05 feet; thence along a fence line S0°22'53"E a distance of 689.87 feet; thence along a fence line S89°44'48"W a distance of 701.98 feet; thence along a fence line S56°58'35"W a distance of 1716.20 feet; thence along a fence line S0°22'23"W a distance of 98.36 feet; thence along a fence line N89°59'52"W a distance of 1447.31 feet to the West section line of said 32; thence along said section line N0°42'17"W a distance of 1303.98 feet to the West quarter corner of said section 31 also being to the point of beginning. Contains 176.8 acres. *Parcels 6-23-26 + 6-23-28*

Together with the following described access easements:

Easement #1: A 100 FOOT WIDE INGRESS AND EGRESS EASEMENT, BEING LOCATED WITHIN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN, TOOELE COUNTY, STATE OF UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF SILVER AVE, SAID POINT BEING A DISTANCE OF 1425.89 FEET, NORTH 1°05'43" EAST, AND A DISTANCE OF 382.60 FEET, SOUTH 88°54'17" EAST FROM THE WEST QUARTER CORNER OF SAID SECTION AND RUNNING THENCE SOUTHEASTERLY ALONG A 800 FOOT RADIUS CURVE TO THE LEFT, A DISTANCE OF 150.22 FEET, (CHORD BEARS S 68°31'54" E, 150 FEET) ALONG SAID RIGHT OF WAY; THENCE SOUTH 21°28'06" WEST, A DISTANCE OF 100.39 FEET TO THE NORTH LINE OF A PARCEL KNOWN AS THE HOGAN RANCH QUARRY; THENCE NORTHWESTERLY ALONG A 900 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 150.17 FEET, (CHORD BEARS N 68°31'54" W, 150 FEET) ALONG SAID NORTH LINE; THENCE NORTH 21°28'06" EAST, A DISTANCE OF 100.39 FEET TO THE POINT OF BEGINNING. CONTAINS 15,020 SQFT MORE OR LESS. *6-23-28*

Easement #2: A 100 FOOT WIDE INGRESS AND EGRESS EASEMENT, BEING LOCATED WITHIN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND

MERIDIAN, TOOELE COUNTY, STATE OF UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF SILVER AVE, SAID POINT BEING A DISTANCE OF 1330.29 FEET, NORTH 1°05'43" EAST ALONG THE WEST SECTION LINE, AND A DISTANCE OF 3493.20 FEET, NORTH 89°58'38" EAST FROM THE WEST QUARTER CORNER OF SAID SECTION AND RUNNING THENCE NORTH 89°58'38" EAST, A DISTANCE OF 150.00 FEET ALONG SAID RIGHT OF WAY; THENCE SOUTH 0°01'22" EAST, A DISTANCE OF 100.00 FEET TO THE NORTH LINE OF A PARCEL KNOWN AS THE HOGAN RANCH QUARRY; THENCE ALONG SAID NORTH LINE SOUTH 89°58'38" WEST, A DISTANCE OF 150.00 FEET; THENCE NORTH 0°01'22" WEST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING. CONTAINS 15,000 SQFT MORE OR LESS.

Parcel 6-23-27

EXHIBIT "B"

Southside Gravel, LLC
Southside Pit
Mining Operations Plan

July 2018

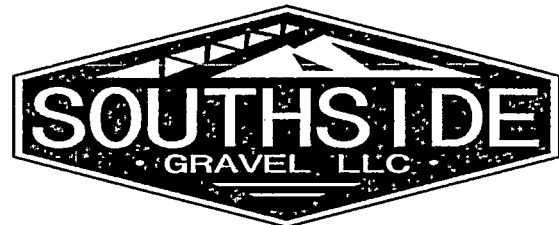


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1.0 Overview

1.1 Location of Mining Operations

Southside Pit is located about 12 miles southwest of Tooele, Utah. It is situated in Section 32, Township 4 South, Range 5 West of the Salt Lake Base and Meridian. The site coordinates are approximately 40°25'50.33"N, 112°26'10.63"W. The property is owned by Southside Gravel, LLC and has tax ID numbers 06-023-0-0026 and 06-023-0-0028. The general vicinity of the property is shown in Figure 1 below.

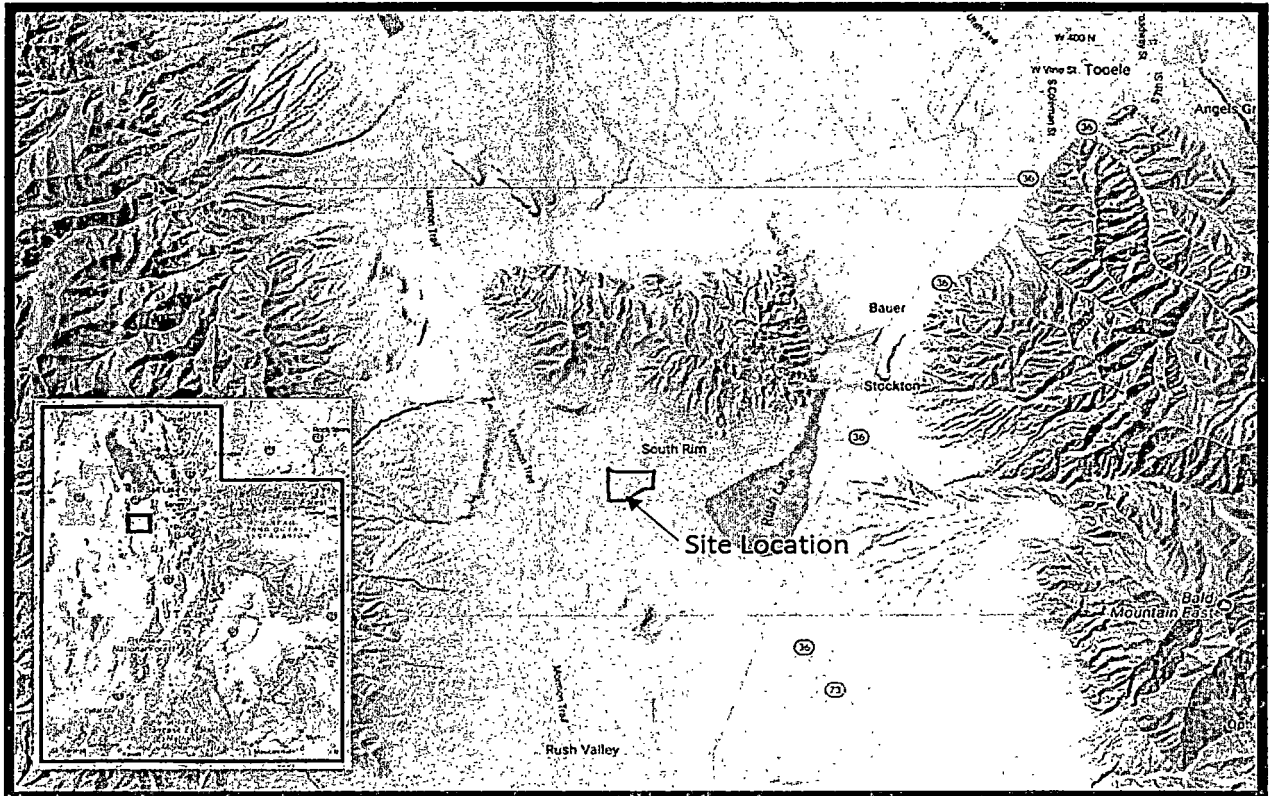


Figure 1. General Location map of the Southside Pit Property.

1.2 Site Access

Haul trucks will access the site via alternate routes. The primary access for gravel operations shall be from the south side of the pit, which connects to Ranch Road. Refer to Maps 2A and 2B for route details. The site will also be accessed via the northwestern entrance connected to Silver Avenue for the purposes of conducting gravel operations. See Maps 1A, 1B, 3A, and 3B for specific roads to follow.

1.3 Permits and Bonds

Southside will adhere to all required governmental regulations and monitoring. A Storm Water Pollution Prevention Plan (SWPPP) and an air quality permit will be approved prior to commencing gravel operations. The permits will be in compliance with all applicable regulatory agencies, and maintained throughout the duration of the applicable term. The reclamation bond amount will be \$2,000.00 per acre for the total disturbed area of 166 acres. After portions of the site have been reclaimed and approved by Tooele County, partial releases of the total bond amount will be granted.

1.4 Operation Schedule

1.4.1 Aggregate Crushing

Equipment used to crush aggregate will take place Monday through Saturday of each regular week during the year. Southside will restrict aggregate crushing equipment use to the hours of 7:00 a.m. to 7:00 p.m from April 1 to November 30 and the hours of 8:00 pm to 6:00 pm from December 1 to March 31. Operations will not be conducted on Sundays and the following holidays: Thanksgiving, Christmas, and New Year's Day.

1.4.2 Aggregate Washing

The use of aggregate washing equipment will occur Monday through Saturday of each regular week during the year. Southside will restrict aggregate washing to the hours of 6:00 a.m. to 9:00 p.m. Operations will not be conducted on Sundays and the following holidays: Thanksgiving, Christmas, and New Year's Day.

1.4.3 Aggregate Hauling

Hauling aggregate material will occur Monday through Saturday of each regular week during the year. Southside will restrict hauling of aggregate to the hours of 6:00 a.m. to 8:00 p.m from April 1 to November 30 and 8:00 am to 6:00 pm from December 1 to March 31. Trackout control devices such as; cattle guards, pads, plates, or rip rap, will be installed at each exit to eliminate debris onto public paved surfaces. Hauling will not be conducted on Sundays and the following holidays: Thanksgiving, Christmas, and New Year's Day.

1.4.4 Maintenance and Related Work

Other aspects of aggregate operations, such as repair and maintenance, and other related work, will occur Monday through Sunday of each regular week during the year. These activities may take place at any time but reasonable efforts will be made to reduce noise and light by using low impact mobile lighting as needed for any maintenance work.

1.4.5 Extended Operations

The operating schedule will be restricted to the hours listed above except in the case of contractual obligations, wherein a contract with a governmental entity, public agency, or bona fide third party contracting with one of the former requires, as a condition to entering into such contract, that Southside deliver or otherwise provide aggregate products (including hauling and processing) on Sundays, or on one or more of the above referenced holidays in order for Southside to fulfill its obligations under such

contract. Southside may also request approval to modify the hours and days of operation for bona fide emergencies and temporary contractual operations.

2.0 Mining Activities

2.1 Mining Operations

Southside mining operations will include excavating, loading, crushing, screening, and the washing of aggregates. Any necessary maintenance, repair, and related work will also be conducted at the site.

2.1.1 Public Safety During Operations

In the case that hazardous conditions exist during operational and non-operational times, identifying measures such as signs or fences will be erected in order to notify the public. Berms will be placed around unsafe slopes that result from gravel operations. Trackout control devices such as; cattle guards, pads, plates, or rip rap, will be installed at each exit to eliminate debris onto public paved surfaces.

2.2 Excavation Phases

Mining and excavation of the site will occur in seven 25-acre phases, as detailed by Maps 4A through 4H. During the first phase the crusher equipment will be placed on the current elevation of phase one. When phase one is excavated, the crusher will then be moved to the bottom of the pit. Topsoil and overburden material will be stripped, then stockpiled as a berm around the boundary of each phase. During phase one, a berm will be constructed around the crusher area to reduce noise and visual impacts. Upon completion of each phase, the topsoil will be pushed over the slope and used on the floor for reclamation. Any waste or gangue material will be left as a berm around the boundary of the site for safety and visual reasons. While mining operations are in progress, un-reclaimed slopes will consist of 25

acres and un-reclaimed floor 50 acres. At the discretion of Southside, additional acreage will be used for stockpiles.

2.2.1 Phase Boundary Changes

Southside may make adjustments to any of the phase boundaries for any reason and at any time. If an adjustment is made, property reclamation will be carried out as described above. If the changes are substantial, an updated operation plan will be submitted to the county.

2.3 Air Quality

Southside will use water trucks to mitigate fugitive dust emissions on all access roads as depicted on Exhibits 1A, 1B, 2A, 2B, 3A and 3B. A liquid magnesium chloride (or similar product) shall be applied when deemed necessary by Southside to increase dust suppression on these access roads.

2.4 Noise Control

Southside will comply with all noise ordinances enforced by Tooele County and other applicable government entities. If necessary, white noise backup alarms will be installed on equipment to minimize sounds produced by gravel operations at the site.

2.5 Drainage and Runoff

The location of the gravel pit infers that water will not leave the site in the event of heavy rainfall. Pits will be designed to contain any materials that may be subjected to erosion due to rainfall. Any erosion will be internal and be deposited into the bottom of the pit.

3.0 Reclamation Plan

3.1 Reclamation of Slopes, Roads, Floors and Related Features

3.1.1 Slopes

All final slopes will be contoured to a 2H:1V grade. The pit surface will be reshaped to approximately align with the original contours. It will also be ripped to a depth of two feet prior to being covered with topsoil and vegetation.

3.1.2 Roads

Upon completion of mining, any asphalt roads will be ripped out and removed. The asphalt will be hauled to an appropriate location to be recycled. Roads will be re-contoured to approximate original contours of the land. If the land is to be used for other purposes post-reclamation, the roads will remain. Any control devices used for trackout such as; cattle guards, pads, plates, or rip rap, will be ripped out and removed post mining.

3.1.3 Floors

Once stockpiles are removed from the site, the floors will be restored, regraded, and seeded. The surface will also be ripped to a depth of two feet prior to the placement of topsoil and vegetation.

3.1.4 Related Features

Impoundments including ponds, check dams, berms, etc. will be reclaimed unless necessary for drainage control or safety reasons. If the water well is not needed for post reclamation use, it will be sealed according to the Division of Water Rights specifications.

3.2 Surface Facilities

All surface facilities such as processing equipment, scales, the scale house, water tanks, sheds, trailers, etc. used for mining purposes will be removed from the site. Concrete associated with mining operations will be buried on site.

3.3 Topsoil Redistribution

All existing topsoil will be removed and stored in a stable condition, and used for reclamation of disturbed areas. There are three soil types within the boundary and are shown in Table 1. Disturbed areas will be graded to re-establish contours and ripped to a depth of two feet for the preparation of revegetation.

Table 1. Existing Soil Types within Site Boundary.

Soil Unit Name	Acres within Boundary	Map Unit Number
Erda silt loam, 1-5% slopes	4	19
Hiko Peak gravelly loam, 2-15% slopes	20	21
Taylorflat loam, saline, 0-3% slopes	142	65



Figure 2. Map of site boundary (green) and different soil units (orange) within the property. Numbers correlate with Table 1.

3.4 Revegetation

Vegetation capable of surviving typical area rainfall will be planted during reclamation. Disturbed slopes will be restored, regraded and reseeded with species of vegetation that will minimize erosion. Table 2 shows the vegetation type to be used and amount of pure live seed (PLS) per acre. A conventional spreader will be used to broadcast the seed over the topsoil during the fall after completion of each excavation phase. Stockpiles will be stored on Floor areas until final reclamation, and then reseeded.

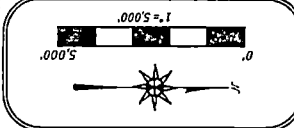
Table 2. Seed Mix for Reclamation Purposes.

Common Name	Species Name	Rate lbs/ac (PLS)
Western Wheatgrass	<i>Agropyron smithii</i>	2.5
Indian rice grass	<i>Oryzopsis hymenoides</i>	2.0
Bluebunch wheatgrass	<i>Agropyron spicatum</i>	1.5
Palmer penstemon	<i>Penstemon palmeri</i>	0.5
Mountain big sagebrush	<i>Artemisia tridentata vaseyana</i>	0.1
Lewis Flax	<i>Linum lewisii</i>	1.0
Fourwing saltbush	<i>Atriplex canescens</i>	1.5
Forage Kochia	<i>Kochia prostrata</i>	0.25

Appendix A
Southside Pit Maps

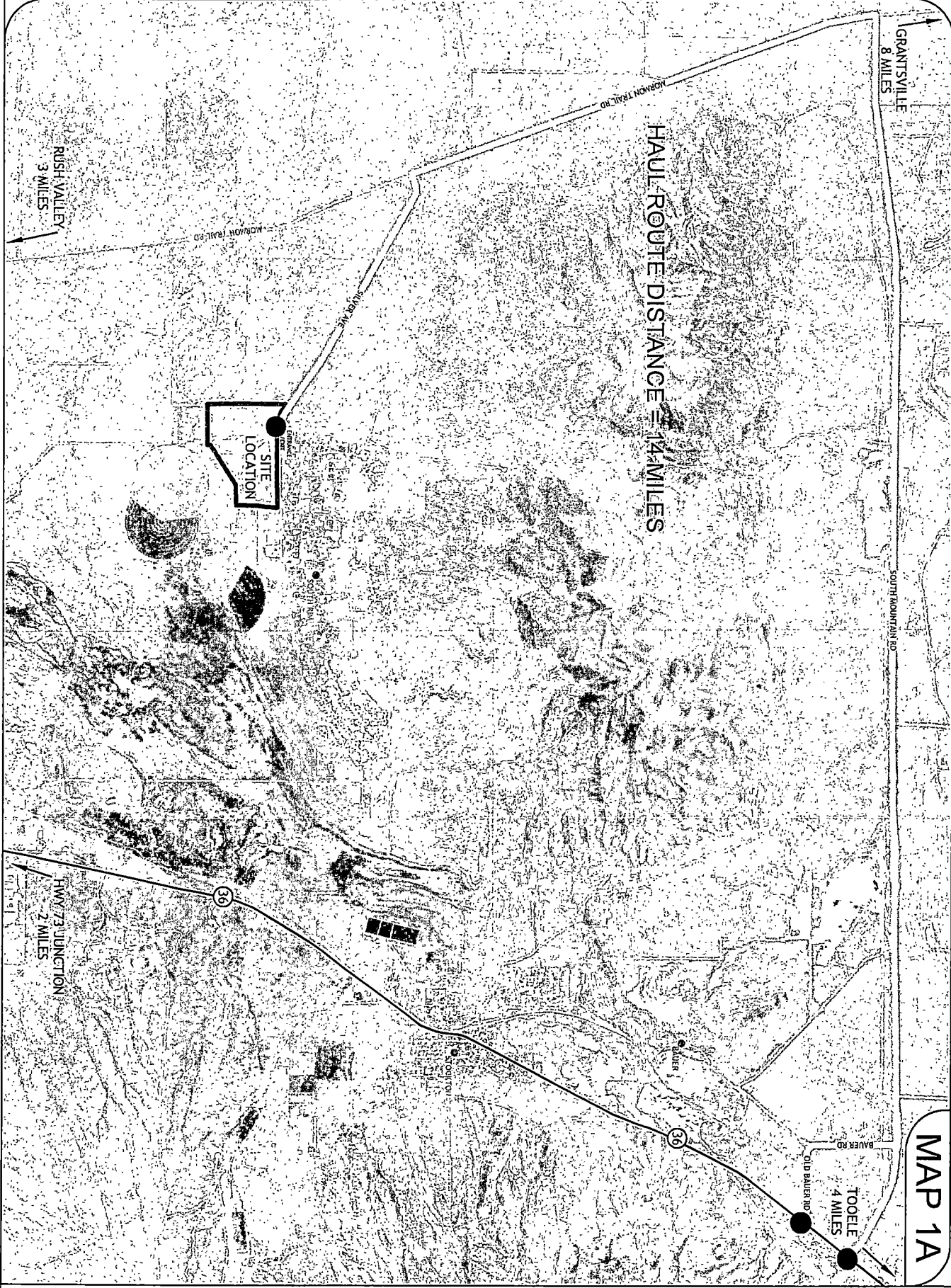
MAP 1A
DATE: 06/03/2018

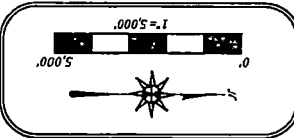
SOUTHSIDE PIT
HAUL ROUTE OPTION A



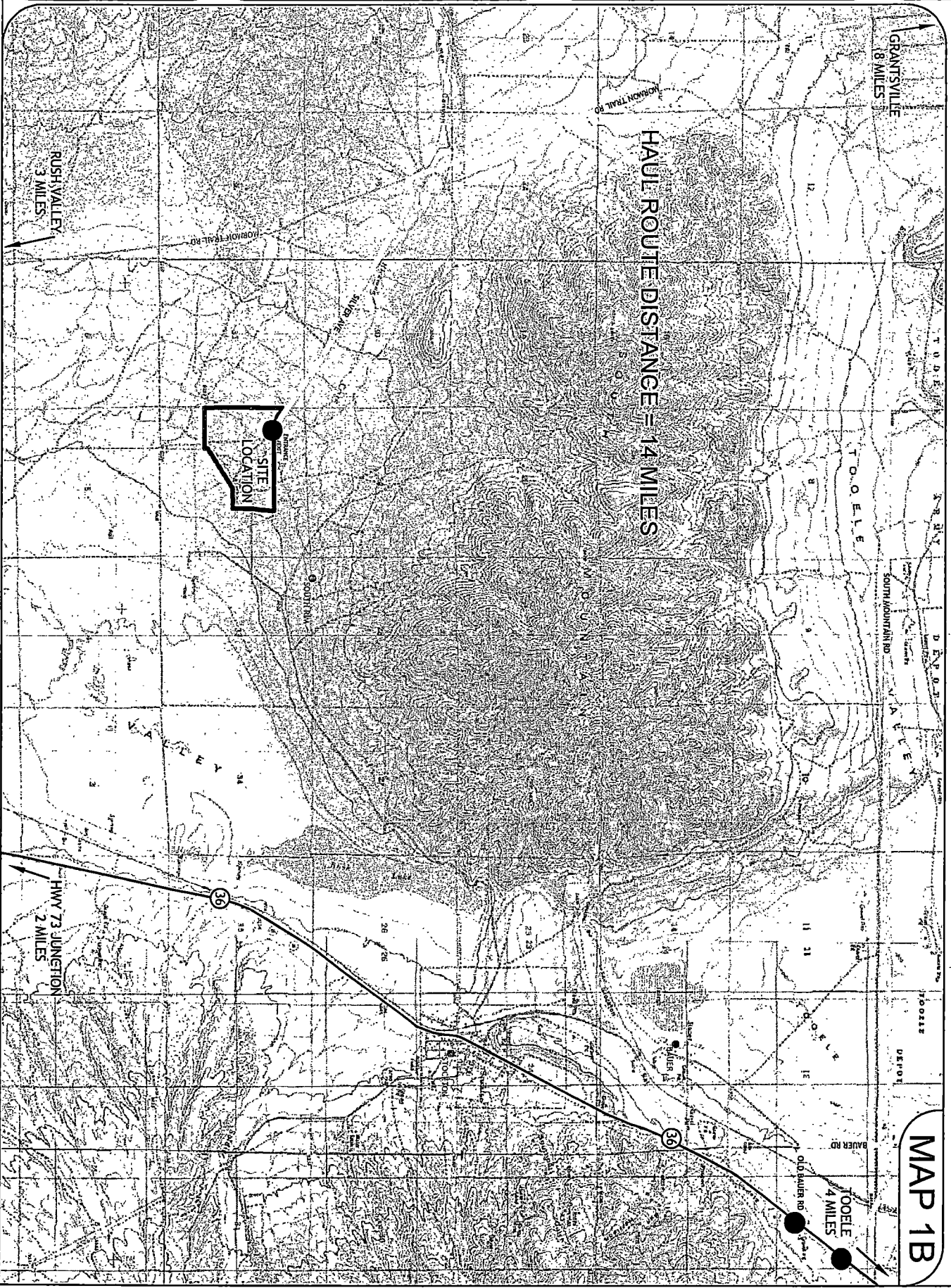
SOUTHSIDE PIT - HAUL ROUTE OPTION A

MAP 1A





SOUTHSIDE PIT - HAUL ROUTE OPTION A





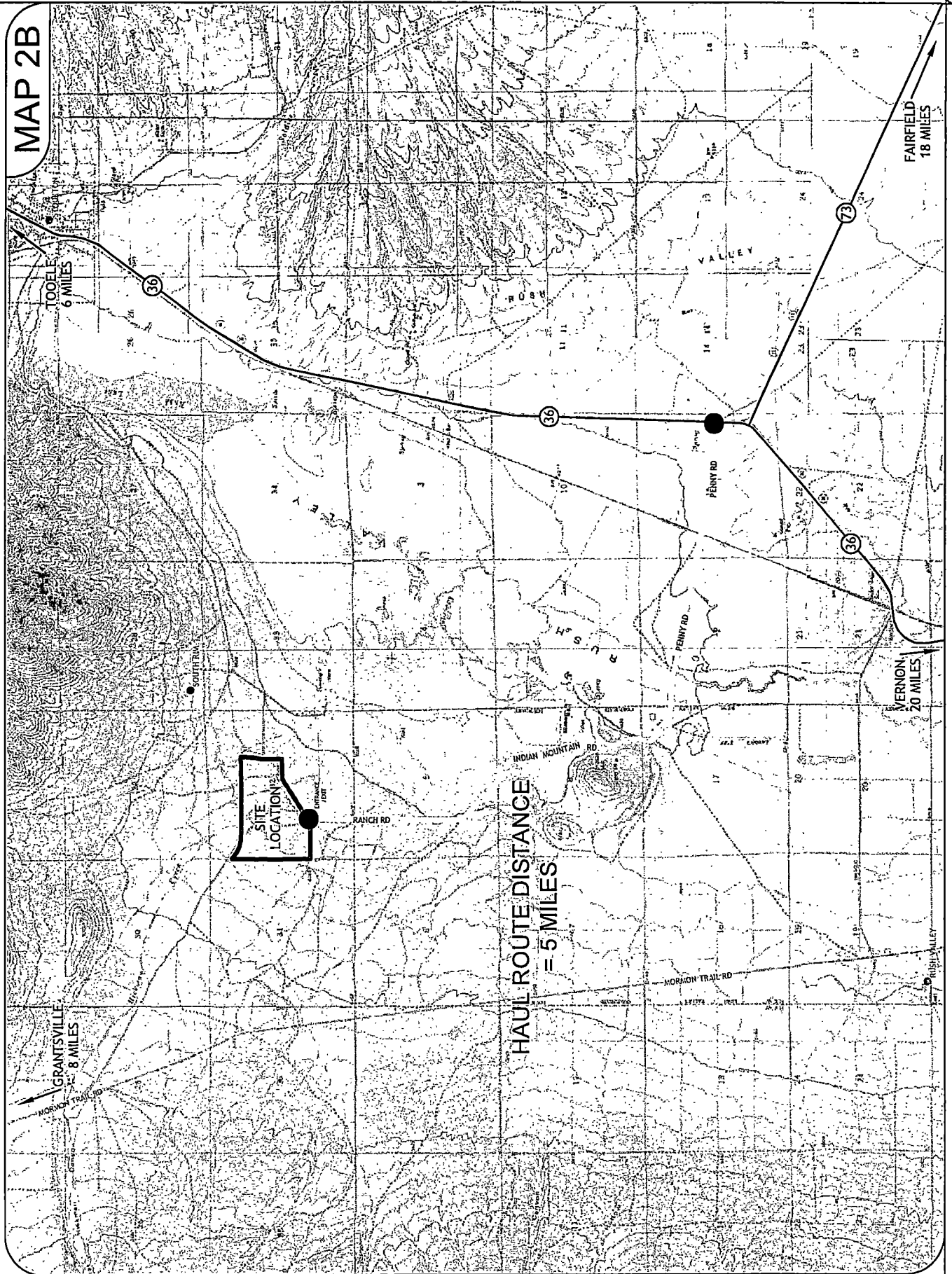
SOUTHSIDE PIT - HAUL ROUTE OPTION B

MAP 2A



SOUTHSIDE PIT - HAUL ROUTE OPTION B

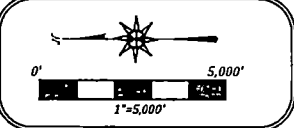
MAP 2B

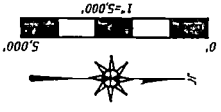


DATE: 06/03/2018

MAP 2B

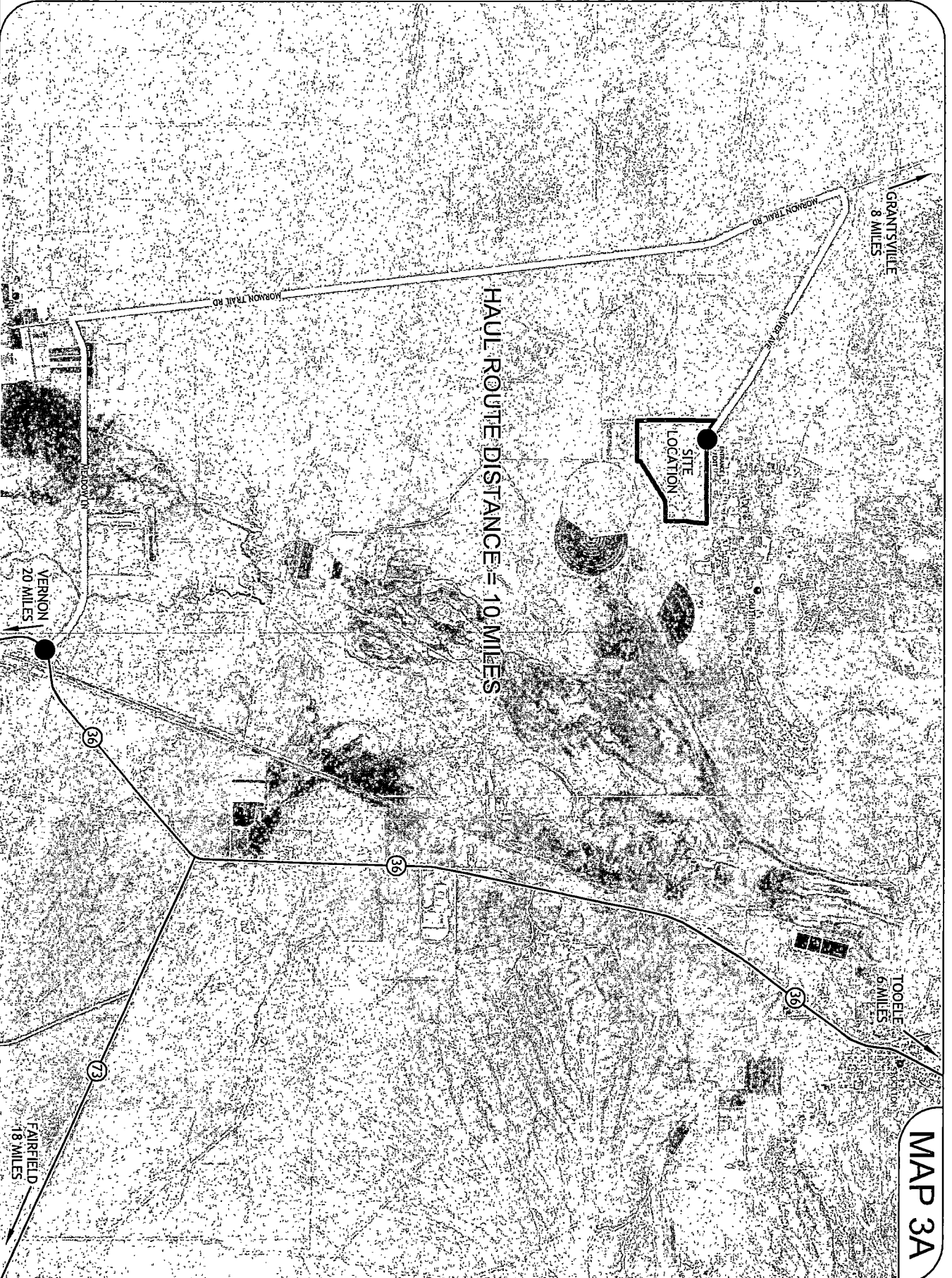
SOUTHSIDE PIT
HAUL ROUTE OPTION B





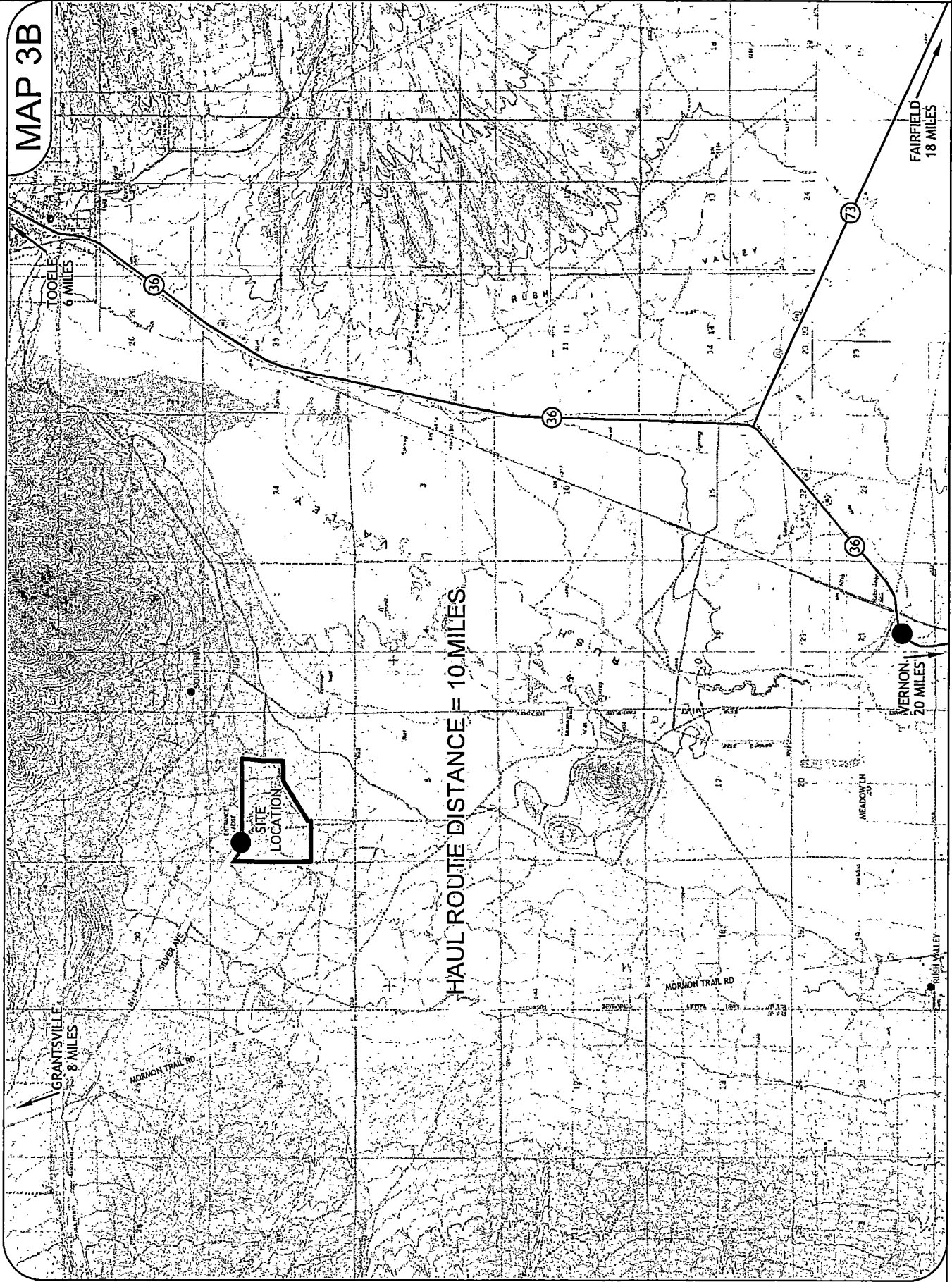
SOUTHSIDE PIT - HAUL ROUTE OPTION C

MAP 3A



MAP 3B

SOUTHSIDE PIT - HAUL ROUTE OPTION C



HAUL ROUTE DISTANCE = 10 MILES

SITE LOCATION

GRANTSVILLE
8 MILES

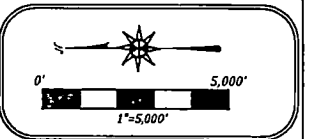
TOOELE
6 MILES

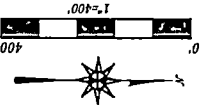
VERNON
20 MILES

FAIRFIELD
18 MILES

DATE: 06/03/2018
MAP 3B

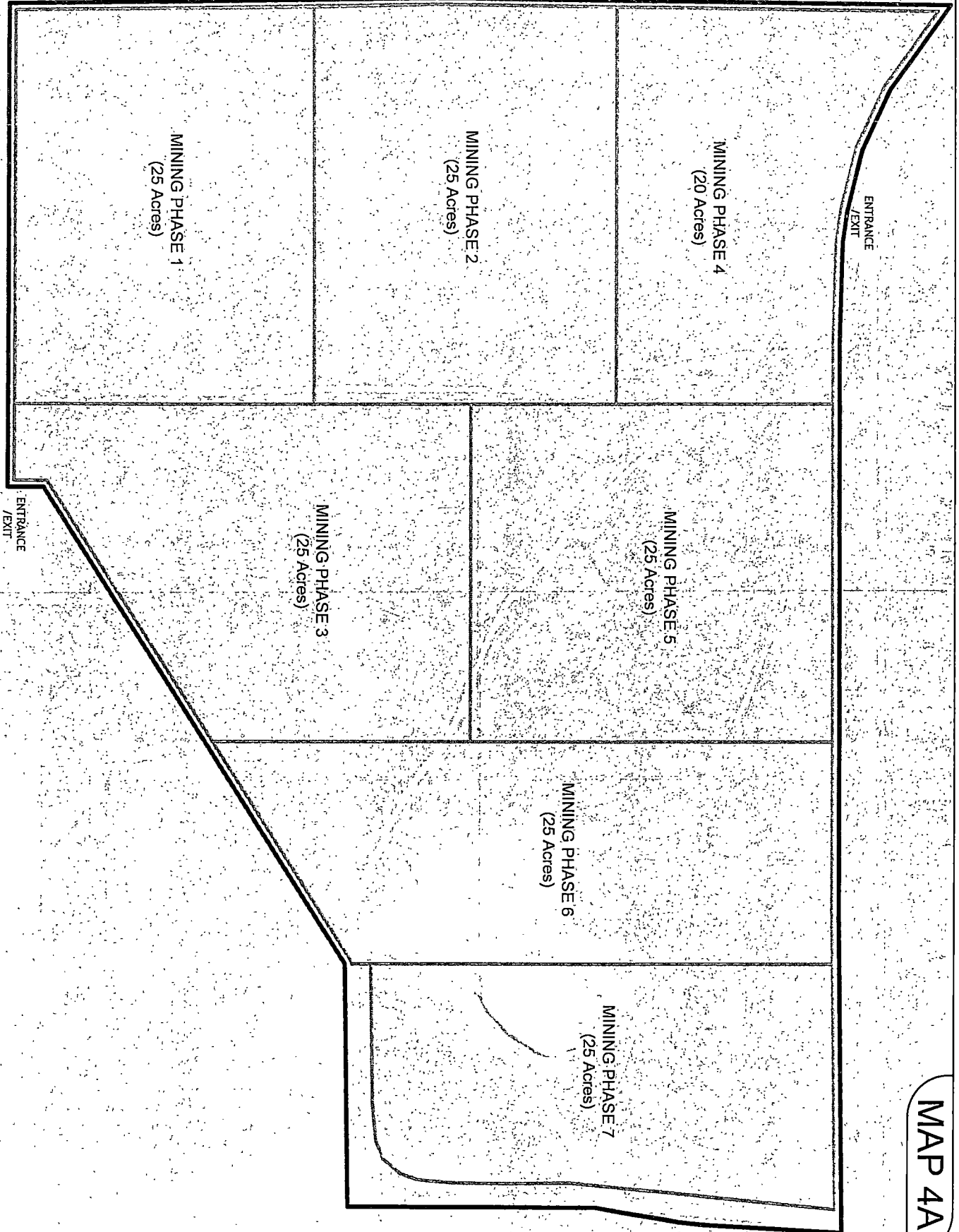
SOUTHSIDE PIT
HAUL ROUTE OPTION C

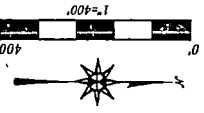




SOUTHSIDE PIT - OPERATION PLAN - MINING PHASE OVERVIEW

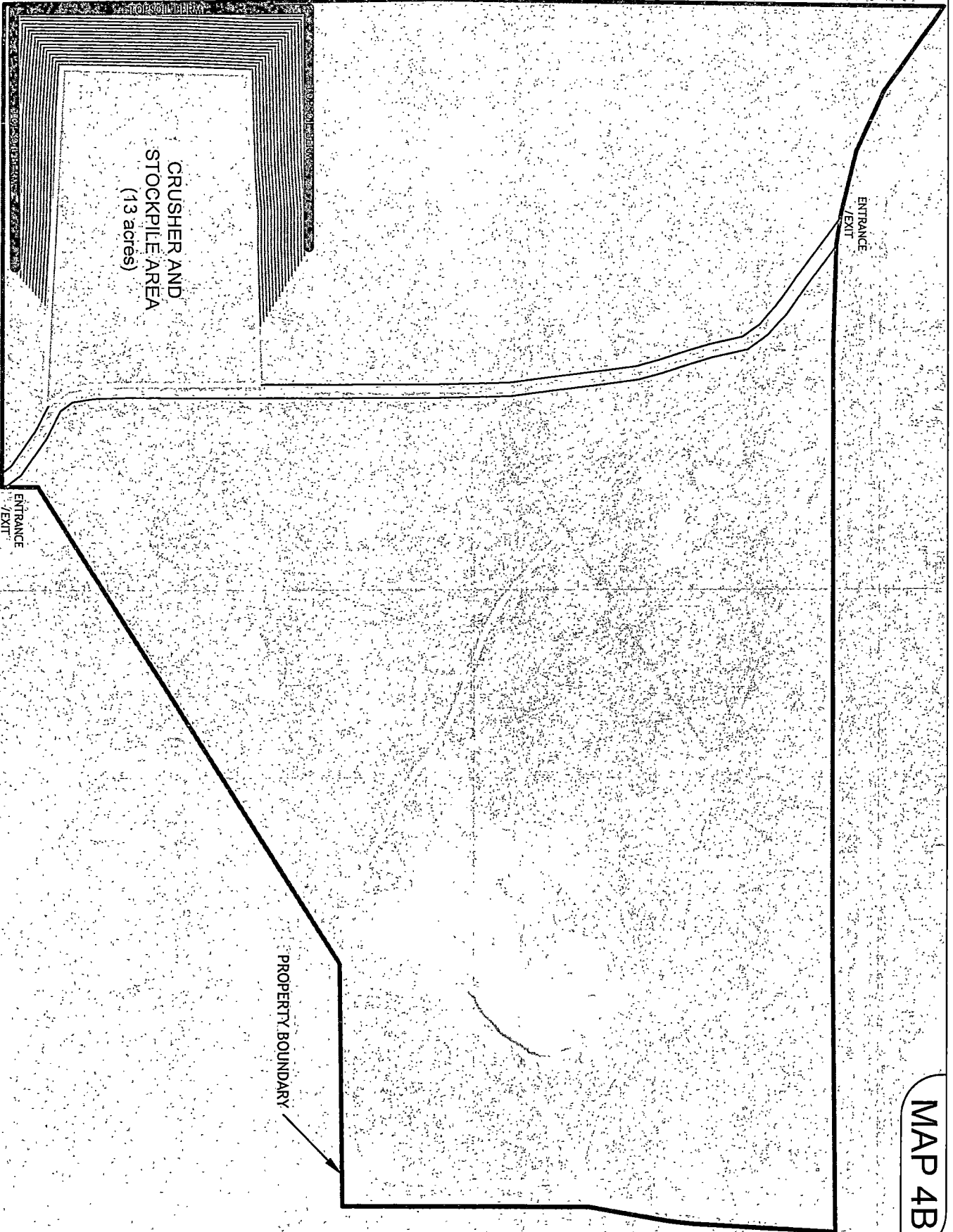
MAP 4A

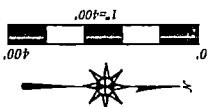




SOUTHSIDE PIT - OPERATION PLAN - MINING PHASE 1

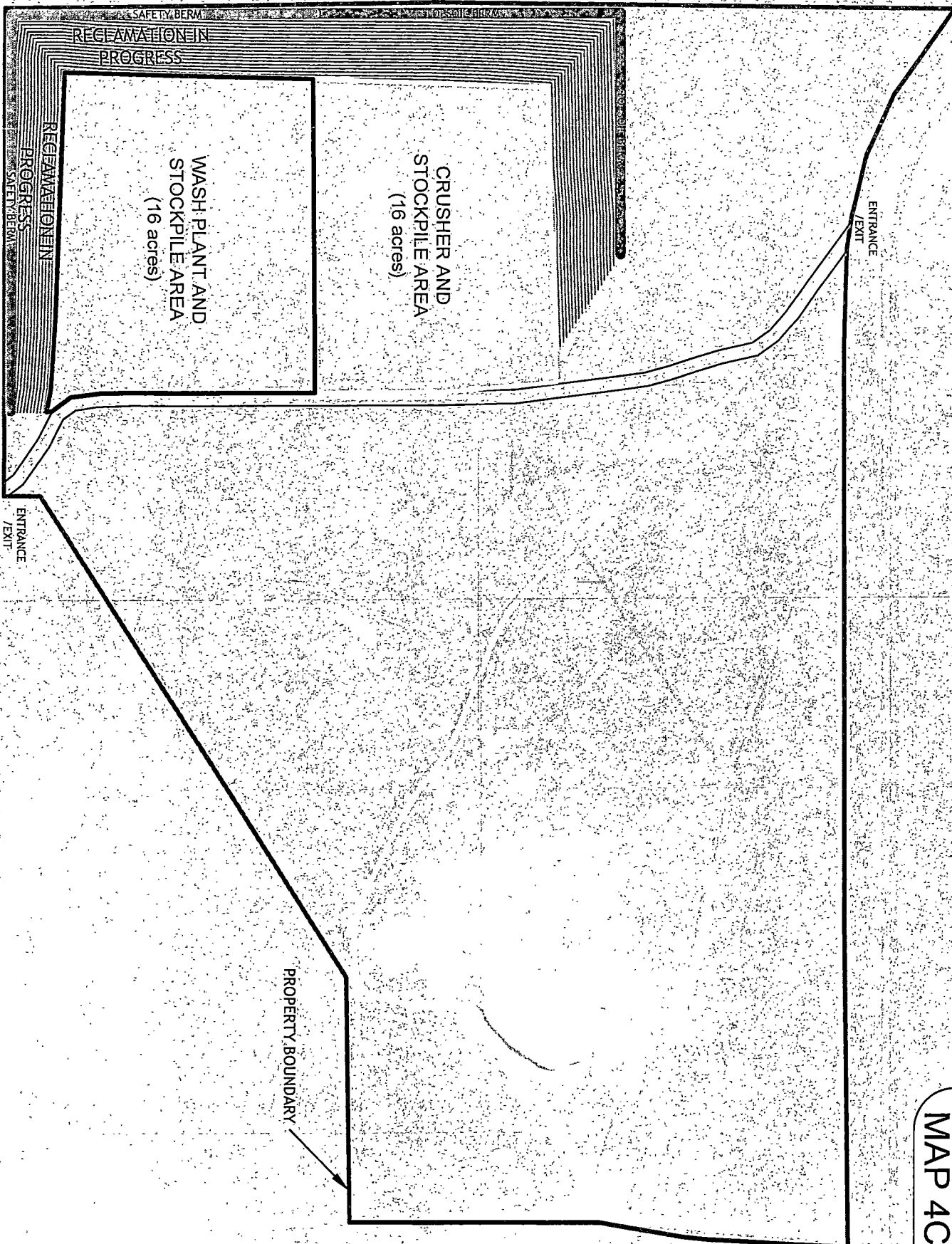
MAP 4B

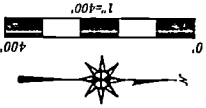




SOUTHSIDE PIT - OPERATION PLAN - MINING PHASE 2

MAP 4C





SOUTHSIDE PIT - OPERATION PLAN - MINING PHASE 3

MAP 4D

ENTRANCE / EXIT

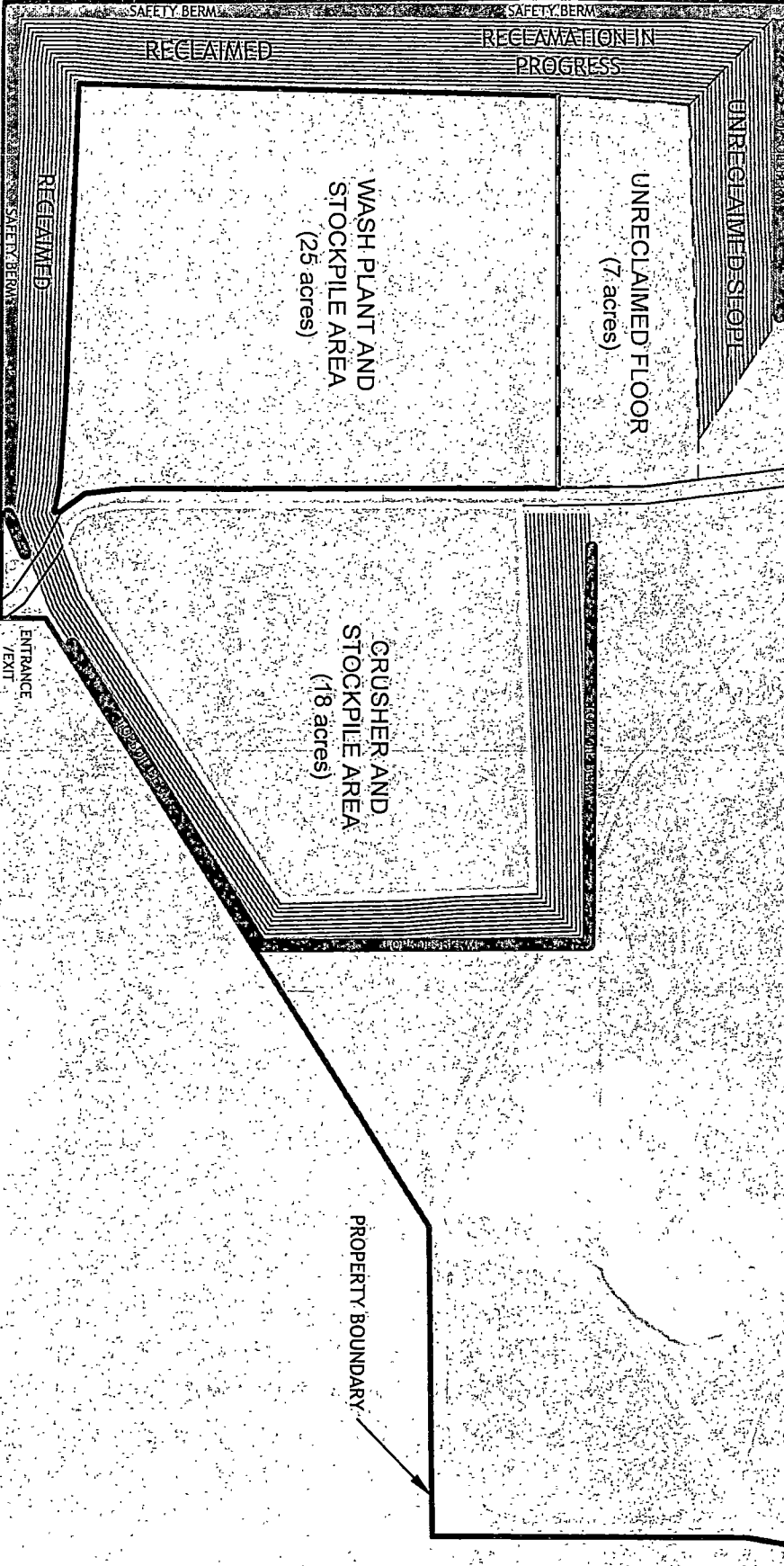
UNRECLAIMED SLOPE

UNRECLAIMED FLOOR
(7 acres)

WASH PLANT AND
STOCKPILE AREA
(25 acres)

CRUSHER AND
STOCKPILE AREA
(18 acres)

PROPERTY BOUNDARY



RECLAIMED

RECLAMATION IN
PROGRESS

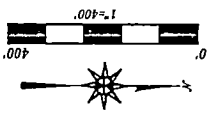
RECLAIMED

SAFETY BERM

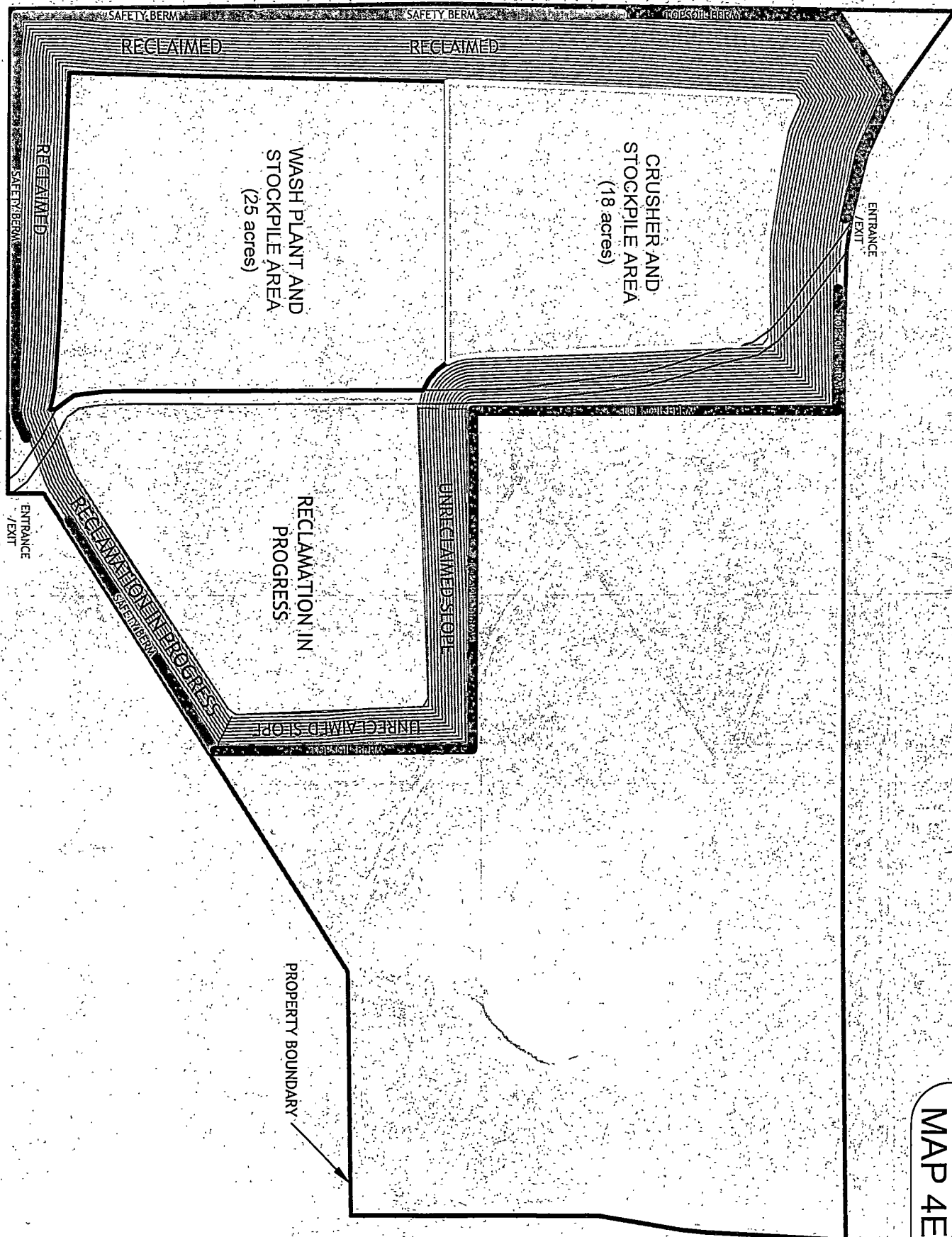
SAFETY BERM

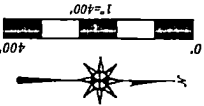
SAFETY BERM

ENTRANCE / EXIT

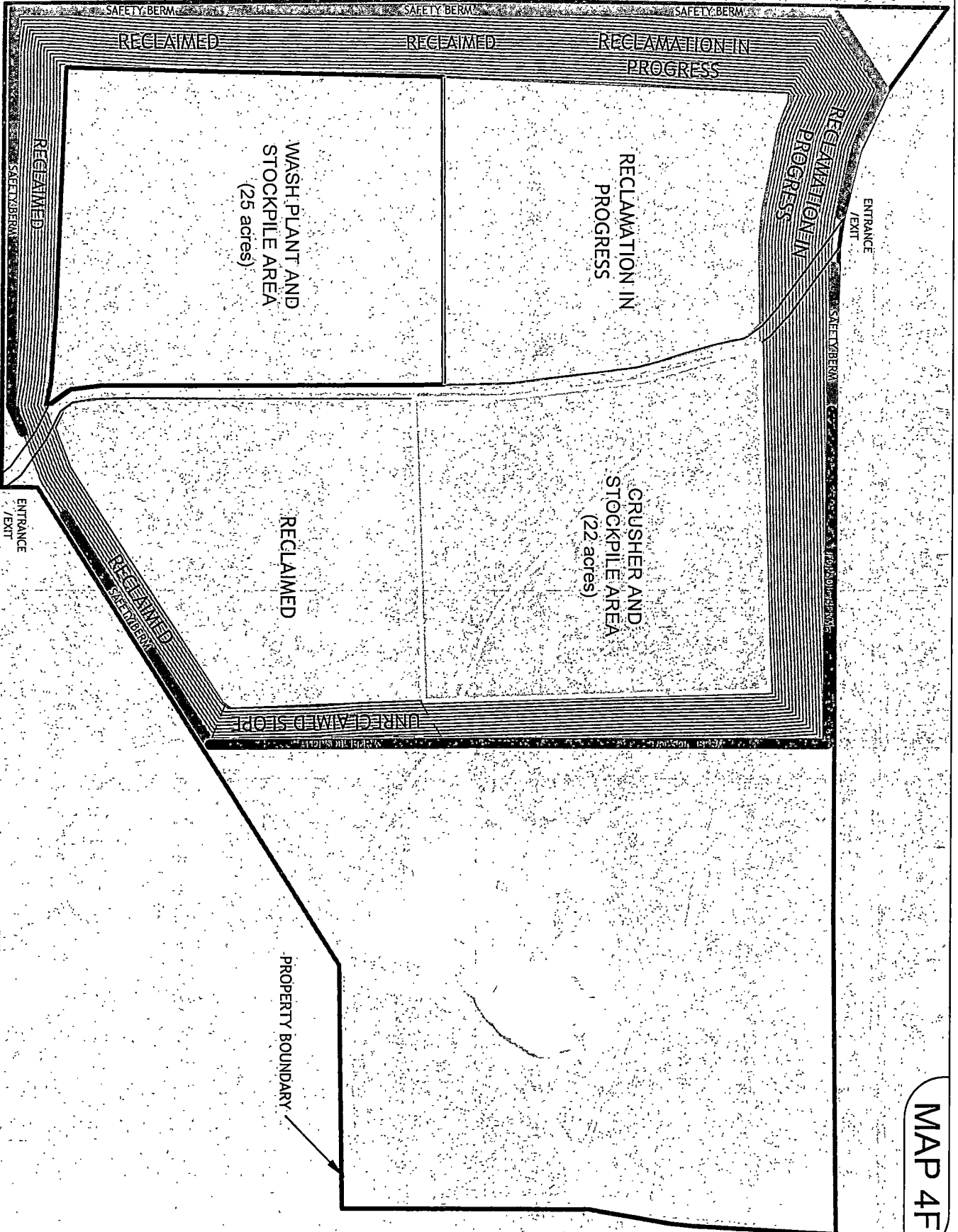


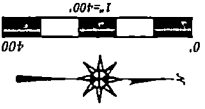
SOUTHSIDE PIT - OPERATION PLAN - MINING PHASE 4





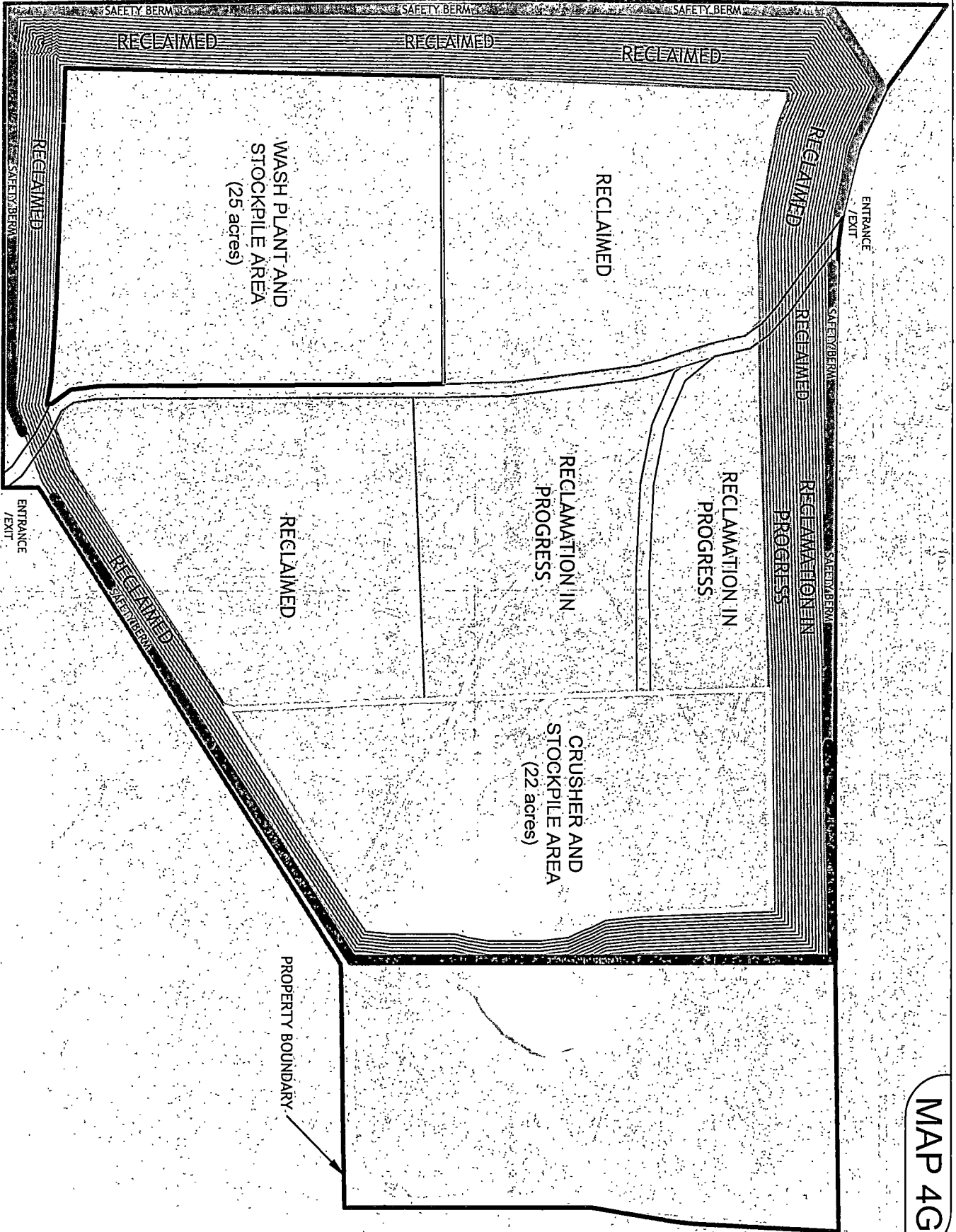
SOUTHSIDE PIT - OPERATION PLAN - MINING PHASE 5

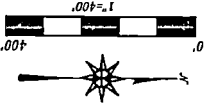




SOUTHSIDE PIT - OPERATION PLAN - MINING PHASE 6

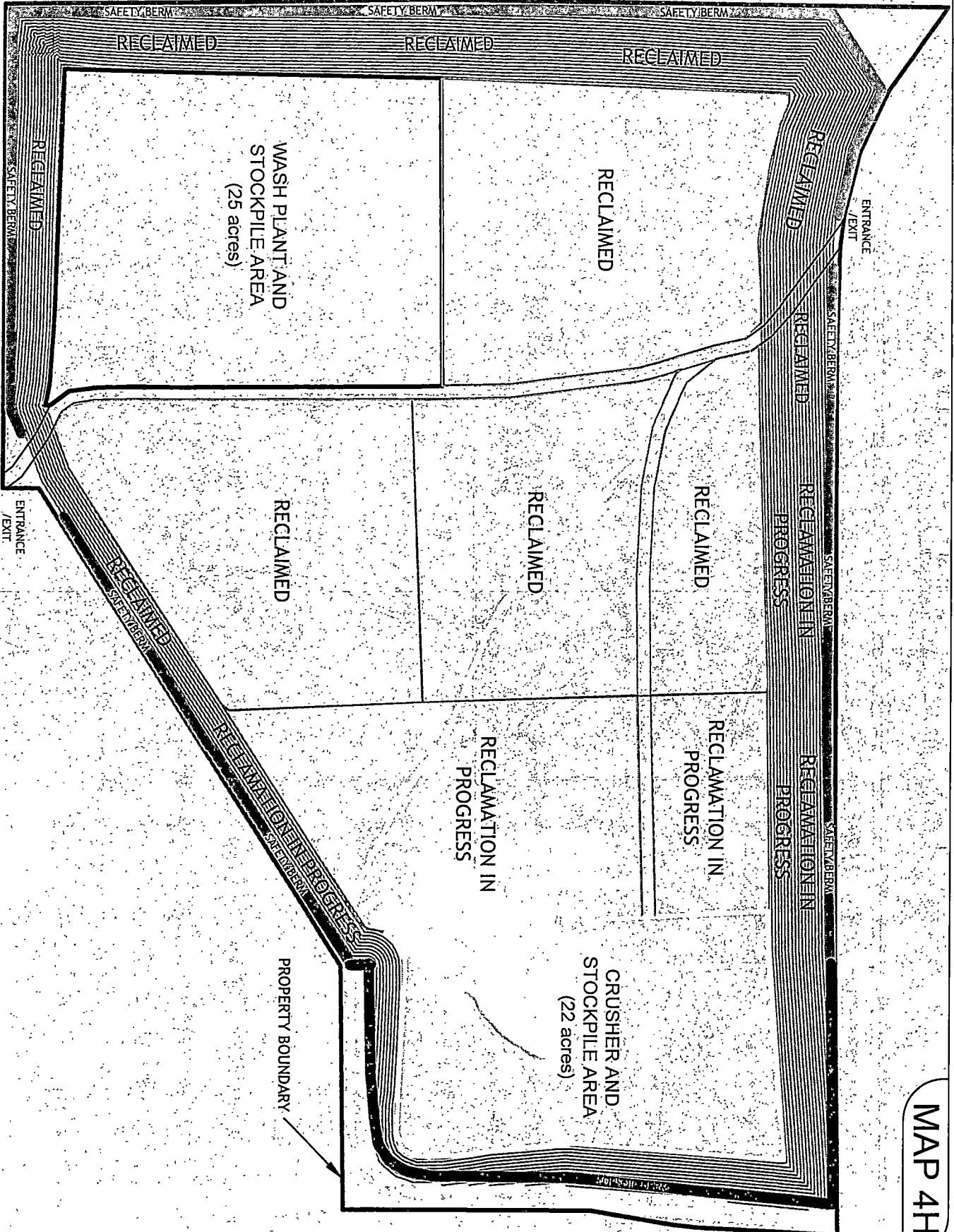
MAP 4G

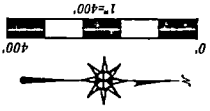




SOUTHSIDE PIT - OPERATION PLAN - MINING PHASE 7

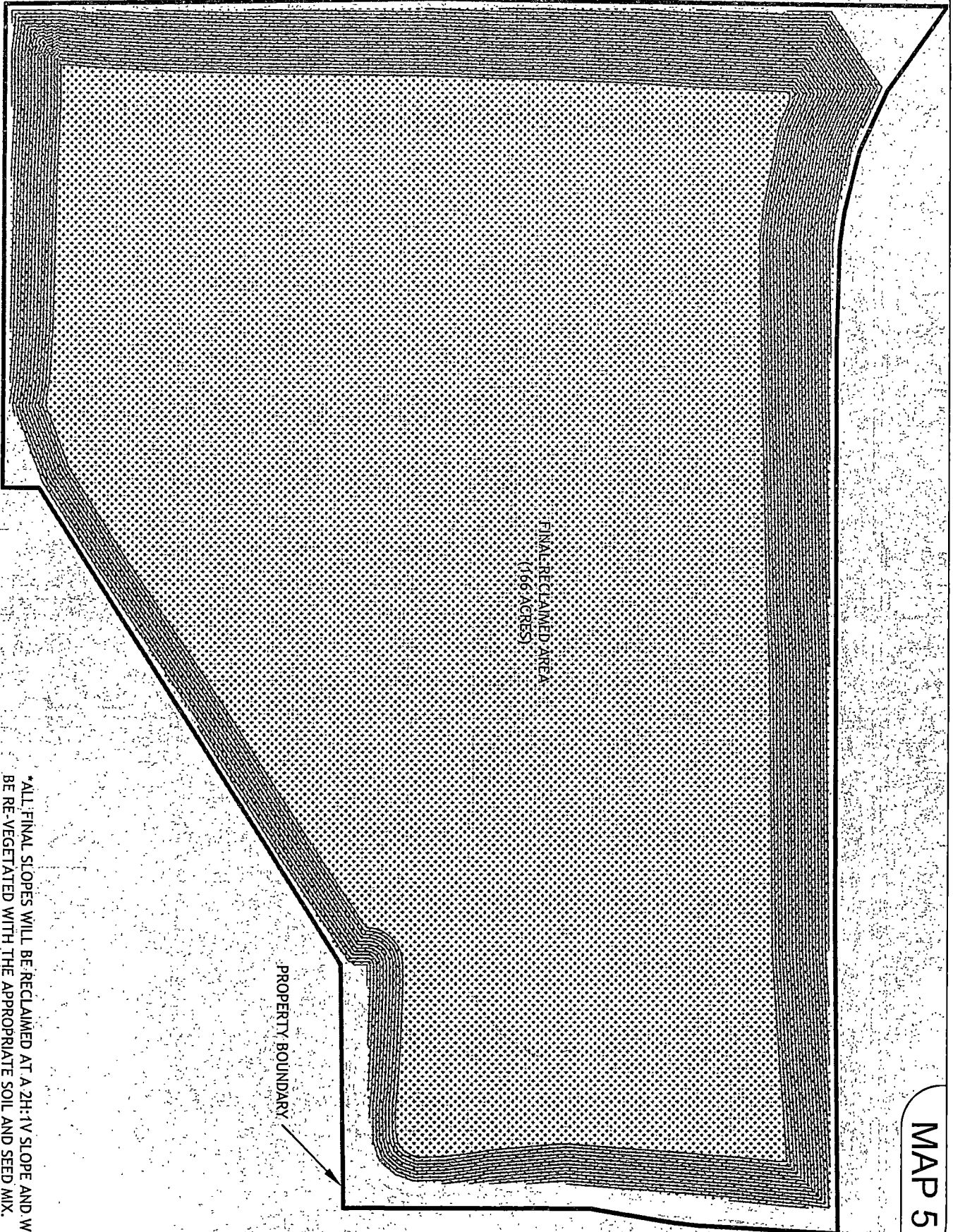
MAP 4H





SOUTHSIDE PIT - OPERATION PLAN - FINAL RECLAMATION

MAP 5



FINAL RECLAIMED AREA
(166 ACRES)

PROPERTY BOUNDARY

* ALL FINAL SLOPES WILL BE RECLAIMED AT A 2H:1V SLOPE AND WILL BE RE-VEGETATED WITH THE APPROPRIATE SOIL AND SEED MIX.

EXHIBIT "C"

Faint, illegible text or markings on the right side of the page, possibly bleed-through from the reverse side.