

LAND USE AGREEMENT

This **Land Use Agreement** ("Agreement") is entered into as of the date of execution by both Parties (the "Effective Date") by and between **Northshore Rock Products** ("Northshore") and **HALL BROTHERS LAND CO LLC** ("HALL BROTHERS"), collectively referred to as the "Parties."

1. Purpose HALL BROTHERS grants Northshore the exclusive right to utilize approximately **four (4) acres of land adjacent to the south of White Rock Phase 4** ("Property") for the stockpiling of dirt in connection with a recycling project from **Phase 4 of White Rock in North Ogden**. Northshore shall have full control and discretion over all operations, including crushing and screening, ensuring efficient and uninterrupted use of the Property.

2. Responsibilities of Northshore Northshore shall:

- Relocate and maintain the Northern perimeter fencing as necessary at its discretion within the 4 acres of property.
- Ensure the site remains clean and operationally efficient.
- Conduct all crushing and screening operations at its own expense without interference.
- Northshore has agreed to move the screen plant to the retention basin to the South end to eliminate the trucking cost of moving material back up to the plant. Will screen product for the retention pond at owners expense
- Permit **Carson Jones and HALL BROTHERS** to stockpile dirt for recycling purposes but maintain primary authority over stockpiling activities.
- The screened product will be utilized at no cost for all of Phase 3 and Phase 4 of the White Rock Subdivision. The material being screened for these phases belongs to White Rock Development LLC and Northshore Rock Products LLC.
- Excavate and prepare the subgrade for the roadway connecting Phase 4 to Hall's Subdivision at its own pace and method.
- Obtain and maintain all necessary permits, including an **Air Quality Permit**.
- Adhere to and abide by the **attached safety plan (Document B)**.
- Maintain comprehensive **liability insurance** to safeguard its operations and protect against potential liabilities.
- Northshore Rock Products will indemnify and hold Hall Brothers Land Company harmless relative to any and all claims or liabilities relating to the operations on the property.

3. Additional Terms

- This Agreement establishes a **long-term collaboration** between Northshore and HALL BROTHERS for the Property as needed. The land within the 4-acre area will be restored to within ± 1 foot of the final grade elevation upon project completion. This restoration will be carried out through the coordinated efforts of
- Northshore and/or Carson Jones/HALL BROTHERS, with Northshore overseeing the process unless it is also the contractor for the underground work within the development.

4. Dispute Resolution Any dispute, claim, or controversy arising out of or related to this Agreement shall be resolved exclusively through **binding arbitration** in accordance with the **Utah Uniform Arbitration Act (U.C.A. § 78B-11-101 et seq.)**. The arbitration shall be conducted in Utah, and the decision of the arbitrator shall be final and binding upon all Parties. Each Party shall bear its own costs and attorneys' fees unless otherwise determined by the arbitrator.

In the event of a **force majeure** event, including but not limited to natural disasters, government intervention, or unforeseen circumstances beyond the control of the Parties, Northshore shall be granted full operational flexibility and reasonable accommodations to adjust operations accordingly without penalty or liability.

5. Term & Termination This Agreement shall remain in effect for two years unless mutually agreed in writing by both parties.

Either Party may terminate this Agreement with **90 days' prior written notice**, provided that all outstanding obligations and liabilities are settled prior to termination.

6. Assignment & Transfer Northshore shall have the exclusive right to assign or transfer its rights and obligations to other holding companies, under the same ownership as Northshore, when Northshore decides to change from an LLC to an SCorp under this Agreement without requiring approval, provided that **written notice** is given to HALL BROTHERS. HALL BROTHERS may assign or transfer its rights only with the prior written consent of Northshore.

7. Miscellaneous

- This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements and negotiations.
- No modifications shall be valid unless made in writing and signed by both Parties.
- This Agreement shall be governed and interpreted in accordance with the laws of the

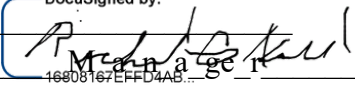
State of Utah.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

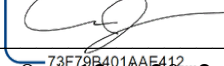
Northshore Rock Products

By: Brent Kenley
Title: Owner of Northshore
Date: 08/15/25

HALL BROTHERS LAND CO LLC

By: 
Title: Manager
Date: 8/15/2025

Carson Jones

By: 
Date: 8/12/2025