

When Recorded Return To:
Baler, Donelson, Bearman & Caldwell, P.C.
1800 Republic Centre
633 Chestnut Street
Chattanooga, TN 37450-1800
Attention: James H. Levine, Esq.

7870072
04/16/2001 08:05 AM 30.00
Book - 8445 Pg - 7180-7189
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FOUNDERS TITLE
BY: RDJ, DEPUTY - WI 10 p.

**MEMORANDUM
OF
LICENSE AGREEMENT**

7870072

THIS MEMORANDUM OF LICENSE AGREEMENT (this "*Memorandum*") is made and entered into as of the 30th day of March, 2001 by and among by and between **MONROC, INC.** ("*Licensor*"), a Delaware corporation, having an address c/o Western Aggregates, Inc., 147 West Election Road, Suite 110, Draper, Utah 84020, and **JACK B. PARSON COMPANIES** ("*Licensee*"), a Utah corporation, having an address at 2350 South, 1900 West, Ogden, Utah 84401;

WITNESSETH:

THAT, WHEREAS, the parties hereto have made and entered into a License Agreement (the "*License*") of even date herewith with respect to the real property described on Exhibit A attached hereto (the "*Premises*"); and

WHEREAS, the parties desire to enter into this Memorandum of License Agreement (this "*Memorandum*") and to record it, thereby giving notice of the existence of the Memorandum;

NOW, THEREFORE, the following is a brief description of certain terms of the License:

F-53542

1. Licensor granted Licensee an irrevocable, exclusive license to use a portion of the Premises for the use and operation of a concrete batch plant owned by Licensee and located on the Premises, and related activities (including loading, parking and storing) on the Premises (collectively, the "*Concrete Operations*"), as generally indicated on Exhibit B attached hereto. Licensor shall not exercise, nor grant any other person or entity the right to exercise, any Concrete Operations on the Premises.

2. The term of the License begins on the date hereof (the "*Effective Date*") and is coterminous with the Lease (as defined in the License) and all renewals, extensions, substitutions and replacements thereof.

3. The License contains additional rights, terms and conditions not enumerated in this instrument, all of which are incorporated by reference into this Memorandum as if set forth in full herein. This Memorandum is not intended to vary any of the rights, terms and conditions of the License, and in the event of any inconsistency between the provisions of this Memorandum and the provisions of the License, the provisions of the License shall control. This Memorandum may be executed in counterparts, all of which taken together shall be deemed to be one instrument.

4. Defined Terms. The defined terms used herein with their initial letters capitalized which are specifically defined in the License shall have the same meanings herein as are set forth in the Lease.

[signatures on following page]

IN WITNESS WHEREOF, Licensor and Licensee have executed this Memorandum as of the day and year first above written.

MONROC, INC.

By: _____
Name: _____
Title: _____

JACK B. PARSON COMPANIES

By: _____
Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself (herself) to be the _____ of **MONROC, INC.**, the within named bargainor, a corporation, and that he as such _____, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by _____ self as such _____.

WITNESS my hand and seal at office, on this the ____ day of _____, 2001.

Notary Public

My Commission Expires:

STATE OF _____

COUNTY OF _____

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself (herself) to be the _____ of **JACK B. PARSON COMPANIES** the within named bargainor, a corporation, and that he as such _____, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by _____ self as such _____.

WITNESS my hand and seal at office, on this the ____ day of _____, 2001.

Notary Public

My Commission Expires:

STATE OF UTAH

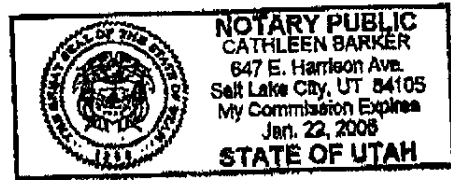
COUNTY OF DAVIS

On the 30th day of March, 2001, personally appeared before me J. Rocky Woodruff who being duly sworn, did say that he is the Senior VP of **JACK B. PARSON COMPANIES**, a corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said J. Rocky Woodruff acknowledged to me that said corporation executed the same.

Cathleen Barker

Notary Public

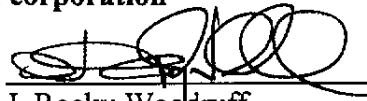
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CO. RECORDER
-COPY-

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

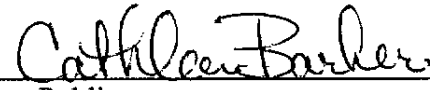
JACK B. PARSON COMPANIES,
a Utah corporation

By: 
Name: J. Rocky Woodruff
Title: Senior Vice President

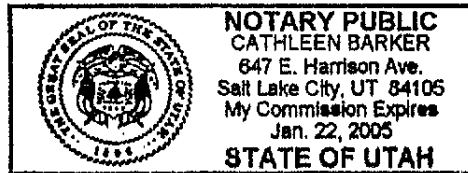
STATE OF UTAH

COUNTY OF DAVIS

On the 30th day of March, 2001, personally appeared before me J. Rocky Woodruff, who being duly sworn, did say that he is the Senior Vice President of **JACK B. PARSON COMPANIES**, a corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said J. Rocky Woodruff acknowledged to me that said corporation executed the same.

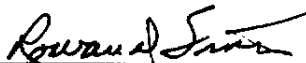

Notary Public

Document4



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MONROC, INC.,
a Delaware corporation



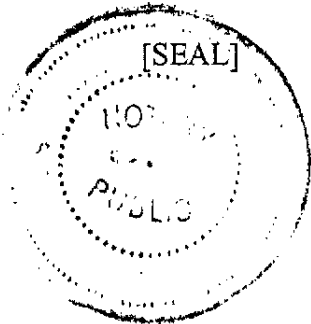
Rowan Smith, Vice President

BK8445PG7185

STATE OF NEW YORK

COUNTY OF NEW YORK

On the 30th day of March 2001, personally appeared before me Rowan Smith, who being duly sworn, did say that he is the Vice President of MONROC, INC., a Delaware corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Rowan Smith acknowledged to me that said corporation executed the same.



Kathie Sirkin

Notary Public

KATHIE SIRKIN
Notary Public, State of New York
No. 01SI4969346
Qualified in New York County
Commission Expires July 18, 2002

**EXHIBIT A
TO
MEMORANDUM OF LICENSE AGREEMENT**

Legal Description of Premises

[attached]

SITE 30- Bacchus Pit No. 2

BEGINNING at a point on the quarter Section line, said point being South 89° 51' 35" East 788.03 feet from the West quarter corner of Section 22, Township 2 South, Range 2 West, Salt Lake Base and Meridian; and running thence North 0° 02' 46" West 696.65 feet; thence South 88° 07' 54" East 1615.85 feet to the Westerly right of way line of Utah State Highway No. 111; thence Southeasterly along said right of way along a 5654.70 foot radius curve to the right, chord bears South 18° 32' 22" East 948.85 feet, a distance of 949.97 feet to the quarter Section; thence along the quarter section line South 1° 16' 57" East 1089.10 feet to the 40 acre line; thence North 88° 43' 03" East 131.37 feet; thence Southerly along the Westerly right of way line of said Highway 111 along the arc of a 5654.70 foot radius curve to the right, chord bears South 4° 14' 37" West 1346.43 feet, a distance of 1349.63 feet to the South line of said Section 22; thence South 89° 59' 27" West along said South line 1.71 feet to the South quarter corner of said Section 22; thence North 89° 58' 58" West 1327.29 feet along said South line of Section 22; thence along a fence line the following (9) courses; North 1° 46' 39" West 658.66 feet; North 1° 29' West 103.54 feet; North 63° 58' East 52.77 feet; North 2° 43' 46" East 353.13 feet; North 1° 12' 22" West 577.42 feet; North 1° 32' 40" West 392.32 feet; North 1° 15' 18" West 197.46 feet; North 3° 07' 18" West 200.05 feet; and North 3° 25' 28" West 178.25 feet to the quarter Section line; thence North 89° 51' 35" West 635.72 feet to the point of BEGINNING.

Less and excepting therefrom the following described property owned by Utah Power & Light:

COMMENCING South 60° 22' 25" West 3622.6 feet from the East quarter corner of Section 22, Township 2 South, Range 2 West, Salt Lake Base and Meridian; and running thence South 1° 13' 35" East 100 feet; thence South 88° 46' 25" West 100 feet; thence North 1° 13' 35" West 100 feet; thence North 88° 46' 25" East 100 feet to COMMENCEMENT.

For Informational purposes only: Tax Sidwell No's. 20-22-151-001; 20-22-300-003; 20-22-400-004; and 20-22-400-006.

EXHIBIT B

Bacchus

POOR COPY -
CO. RECORDER

