

WHEN RECORDED, MAIL TO:

Ervin R. Holmes, Esq.
Stoel Rives LLP
201 South Main Street, Suite 1100
Salt Lake City, Utah 84111

311-4787512 cp

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "**Agreement**"), is made and entered into as of the 28th day of September, 2007 by and between BOLINDER REAL ESTATE, L.C., a Utah limited liability company ("**Bolinder**"), and GENEVA ROCK PRODUCTS, INC., a Utah corporation ("**Geneva Rock**").

RECITALS:

A. Concurrently with the execution of this Agreement, and pursuant to an Amended and Restated Real Property Purchase Agreement (the "**Purchase Agreement**"), dated March ____, 2007, the assignees of Bolinder's interest in the Purchase Agreement, La Canada, LLC, a Utah limited liability company, and Bruce L. Bolinder, an individual, have conveyed to Geneva Rock fee simple title to certain real property (hereinafter the "**Geneva Rock Property**") located in Tooele County, State of Utah, and more particularly described in Exhibit "A" attached hereto.

B. Bolinder owns additional real property (the "**Bolinder Property**") adjacent to or in the vicinity of the Geneva Rock Property, located in Tooele County, State of Utah, and more particularly described in Exhibit "B" attached hereto.

C. The Bolinder Property is subject to a Deed of Trust, dated November 8, 2004, executed by Bolinder in favor of Zions First National Bank, N.A., a national banking association ("**Zions**"), as Trustee, for the benefit of Zions, as Beneficiary, recorded on November 8, 2004 as Entry No. 231622, in Book 981, at Page 869 in the official records of the Tooele County Recorder, State of Utah.

D. Pursuant to the Purchase Agreement, Bolinder has agreed to grant to Geneva Rock a perpetual, nonexclusive easement over, under and through the Bolinder Property to permit Geneva Rock to access, use and remove water by underground pipeline from a six-inch (6") well (the "**Well**") located on the Bolinder Property.

NOW, THEREFORE, in consideration of the purchase of the Geneva Rock Property by Geneva Rock, and the consideration paid therefore by Geneva Rock, the covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Bolinder and Geneva Rock hereby agree as follows:

1. Recitals. Recitals A through D are by this reference incorporated herein and made a part hereof.

2. Geneva Rock Easements. Bolinder hereby grants, conveys, and transfers to Geneva Rock, and its successors in interest, a perpetual and nonexclusive easement and right-of-way over, upon, across, and under that certain portion of the Bolinder Property more particularly described in Exhibit "C" attached hereto (the "**Easement Parcel**"), along with a perpetual and nonexclusive easement and right-of-way in the Well, for ingress and egress to and from the Well, to allow Geneva Rock to access, use, maintain and remove water from the Well and for redrilling the Well, for the installation and maintenance of subsurface well casings, water pipelines, pumps, electrical power lines, and equipment as necessary or convenient for providing water to the Geneva Rock Property and all other real property owned by Geneva Rock which is now or hereafter in common ownership with the Geneva Rock Property and situated in the vicinity of the Geneva Rock Property (collectively, the "**Geneva Rock Benefited Property**").

3. Use of the Well of Geneva Rock's Water Rights. Geneva Rock shall have the right to transfer additional water rights presently owned or hereafter acquired by Geneva Rock (the "**Transferred Water Rights**") to the Geneva Rock Benefited Property and to use the Well as the source or point of diversion for accessing and using such Transferred Water Rights together with and in addition to water made available to Geneva Rock under the Water Lease ("**Water Lease**") between Geneva Rock and Bolinder, dated of even date with this Agreement, in such quantities as Geneva Rock may desire; provided that, if additional Well improvements are required solely as a result of such additional water demands by Geneva Rock, Geneva Rock shall bear the cost of the initial installation of such improvements. Notwithstanding Geneva Rock's designation of the Well as the source or point of diversion for its existing or hereafter acquired water rights, Geneva Rock shall remain the sole owner of the Transferred Water Rights and, further, Geneva Rock's rights to water under the Water Lease shall not be diminished or reduced. At such time as Geneva Rock desires to transfer the Transferred Water Rights to a new point of diversion or point of use, Bolinder shall cooperate with Geneva Rock in such endeavor and shall execute such instruments or documents as may be reasonably required to effect such change or transfer with respect to the Transferred Water Rights. In no event or circumstance shall Bolinder acquire any interest in the Transferred Water Rights or be entitled to make any use of any portion of the water from the Transferred Water Rights. All rights granted to Geneva Rock under this Agreement shall extend to and be expanded as necessary to facilitate Geneva Rock's use of the Well for the Transferred Water Rights together with the water available to Geneva Rock under the Water Lease.

4. Specific Performance. Each party hereto confirms that damages at law will be an inadequate remedy for a breach or a threatened breach of any of the provisions hereof. Therefore, the specific rights and the obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, if so elected by Bolinder, Geneva Rock, or other parties entitled to use of the easements granted and confirmed pursuant to Section 2 of this Agreement. It is the intention of the parties by this provision to make clear the agreement of the parties that the rights and the obligations of Bolinder and Geneva Rock hereunder shall be enforceable in equity as well as at law or otherwise.

5. No Obstructions. Bolinder shall not cause any fence, gate, wall, barricade, or other obstruction, whether temporary or permanent in nature, to be constructed or situated upon

the Easement Parcel, which limits or impairs the free and unimpeded use of the rights-of-way and easements granted and confirmed in Section 2 hereof, nor shall Bolinder in any other way obstruct or interfere with the use of such right-of-way and easement.

6. Maintenance. Geneva Rock shall have full authority to undertake construction and maintenance of roads and other improvements necessary or reasonably related to the exercise of the rights of ingress, egress, and utilities over, along, across, and under the Easement Parcel. Unless written agreement from Bolinder hereto is obtained to participate in or contribute to the costs of such maintenance and construction, Geneva Rock shall be solely responsible for all costs and expenses incurred by Geneva Rock in constructing and/or maintaining improvements to the Easement Parcel.

7. Liberal Construction. Each party acknowledges and agrees that the easement granted hereunder provides the only access for Geneva Rock to the Well and provision of water therefrom. Additionally, ultimately the Geneva Rock Benefited Property may be developed and the requirements for access to the Well and provision of water therefrom cannot be anticipated at this time. Therefore, the easement granted hereunder shall be given the most liberal construction possible to permit Geneva Rock and its successors in interest to develop the Geneva Rock Benefited Property, or any portion thereof, and to enable their desired uses of the Geneva Rock Benefited Property to comply with all laws, ordinances, rules, regulations, and orders necessary to permit and accomplish any development and use of the Geneva Rock Benefited Property desired by the then owner(s) of the Geneva Rock Benefited Property, or any portion thereof.

8. Duration. This Agreement, and each right-of-way, easement, covenant, and restriction set forth in this Agreement, shall be perpetual.

9. Indemnification. Geneva Rock agrees to defend, indemnify, and hold Bolinder, together with all of its successors in interest, tenants, agents, or employees, harmless from and against all liability, loss, or costs incurred, including without limitation reasonable attorney's fees, arising out of, related to, or caused by Geneva Rock's acts or omissions to act, use of, or occupancy of the Easement Parcel situated on the Bolinder Property during the period that Geneva Rock owns any portion of the Geneva Rock Benefited Property being served by the Easement Parcel. Bolinder shall give to Geneva Rock prompt and timely notice of any claim or suit instituted coming to its knowledge which in any way, directly or indirectly, contingently or otherwise, affects or might affect Geneva Rock. Geneva Rock shall have the right to participate in the defense of the same to the extent of its own interest.

10. Covenants Run with Land. Each right and obligation in this Agreement (whether affirmative or negative in nature) (a) shall constitute a covenant running with the land; (b) shall benefit and bind every person having any fee, leasehold, or other interest in any portion of the Easement Parcel to the extent such portion is affected or bound by the right-of-way, easement, covenant, or restriction in question, or to the extent that such right-of-way, easement, covenant, or restriction is to be performed on such portion; and (c) shall benefit and be binding upon any owner of the Easement Parcel whose title is acquired by judicial foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise. If Geneva Rock transfers the Geneva Rock Benefited Property or if Bolinder transfers the Easement Parcel, or any portion thereof, as the case may be,

the transferee shall automatically be deemed to have assumed and agreed to be personally bound by the covenants of such owner contained in this Agreement, and if the transferring owner has by such transfer transferred all of its ownership interest in such property, such transferring owner shall be released and discharged from all of its obligations under this Agreement accruing after the date of recordation in the official records of the instrument effecting such transfer.

11. Notices. All notices and other communications under this Agreement shall be in writing and shall be sufficient for all purposes if personally delivered or if mailed by certified or registered U.S. mail, return receipt requested, postage prepaid, and addressed to the respective party at the address set forth below or at such other address as such party may hereafter designate by written notice to the other party as herein provided.

To Bolinder: Bolinder Real Estate, L.C.
125 Eastmoor Drive
Grantsville, UT 84029
Attn: Mr. Garry L. Bolinder

To Geneva Rock: Geneva Rock Products, Inc.
1565 West 400 North
Orem, UT 84057
Attn: Mr. Albert T. Schellenberg

With a copy to

Ervin R. Holmes, Esq.
Stoel Rives LLP
201 South Main Street, Suite 1100
Salt Lake City, UT 84111

If personally delivered, notices and other communications under this Agreement shall be deemed to have been given and received and shall be effective when personally delivered. If sent by mail in the form specified in this section, notices and other communications under this Agreement shall be deemed to have been given and received and shall be effective three (3) business days after deposit in the U.S. mail.

12. General Provisions. This Agreement shall be governed by, construed, and interpreted in accordance with the laws (excluding the choice of law rules) of the State of Utah. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this Agreement shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement. The ownership of properties by the same person shall not result in the termination of this Agreement. This Agreement shall be binding on the heirs, successors, assigns, lenders, and mortgagees of the parties, if any. The exhibits attached hereto are by this reference made a part of this Agreement.

13. Authority. The parties warrant that the signatories below have authority to sign and execute this document on behalf of the entities they represent and that said entities are the proper parties to this Agreement, have duly authorized this Agreement, and that this Agreement is a legally enforceable obligation of such entities.

14. Effect of Breach. No breach of this Agreement shall entitle any owner of the affected real property to cancel, rescind, or otherwise terminate this Agreement; but such limitation shall not affect in any manner any other rights or remedies which such owner of real property may have under this Agreement by reason of any such breach.

15. Entire Agreement. This Agreement, including the exhibits attached hereto, constitutes the entire agreement between the parties hereto relative to the subject matter hereof. Any prior negotiations, correspondence, or understandings relative to the subject matter hereof shall be deemed to be merged in this Agreement and shall be of no further force or effect. This Agreement may not be amended or modified except in writing executed by both of the parties hereto.

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which shall together constitute one and the same instrument.

17. No Waiver. Acceptance by either party of any performance less than required hereby shall not be deemed to be a waiver of the rights of such party to enforce all of the terms and conditions hereof. No waiver of any such right hereunder shall be binding unless reduced to writing and signed by the party to be charged therewith.


18. Invalidity of Provision. If any provisions of this Agreement as applied to any party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permitted by applicable law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Agreement as a whole.

19. Subordination. By executing in the space provided below, Zions hereby acknowledges and agrees that, in consideration of the partial prepayment of the indebtedness secured by the Zions Trust Deed by Bolinder, and in consideration of the premises and of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Zions, Zions does hereby subordinate the Zions Trust Deed, with respect to the Bolinder Property only, to this Agreement, and the Zions Trust Deed shall be and is hereby made subordinate, inferior, and junior to this Agreement, to the same extent and as fully as if the Zions Trust Deed had been executed, delivered, and recorded against the Bolinder Property in the office of the Tooele County Recorder after the execution, delivery, and recordation of this Agreement.

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

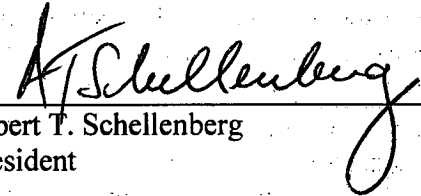
BOLINDER:

BOLINDER REAL ESTATE, L.C., a
Utah limited liability company,

By 
Garry L. Bolinder
Manager

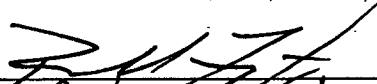
GENEVA ROCK:

GENEVA ROCK PRODUCTS, INC., a
Utah corporation,

By 
Albert T. Schellenberg
President

ZIONS FIRST NATIONAL BANK, N.A. hereby joins in this Easement Agreement for the purpose of confirming the Recitals and its agreement to the provisions of Section 18 hereof.

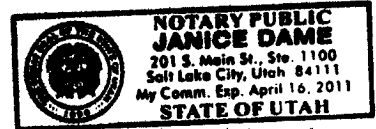
ZIONS FIRST NATIONAL BANK, N.A.,
a national banking association.

By: 
Name: Richard Fugate
Title: V.P.

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On Sept. 27, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Albert T. Schellenberg, the President of GENEVA ROCK PRODUCTS, INC., a Utah corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument.

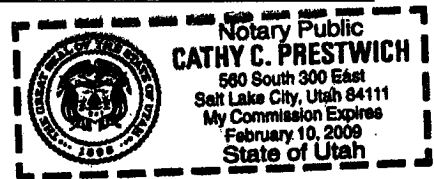
Janice Dame
NOTARY PUBLIC



STATE OF UTAH)
 : ss.
COUNTY OF Salt Lake)

On sept. 27, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Garry L. Bolinder, the Manager of BOLINDER REAL ESTATE, L.C., a Utah limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument.

Cathy C. Prestwich
NOTARY PUBLIC



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

On September 27, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard N. Fugate, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Richard N. Fugate, on behalf of ZIONS FIRST NATIONAL BANK, N.A., the national banking association therein named, and acknowledged to me to be the person who executed the within instrument.

WITNESS my hand and official seal.

Signature Joanne T. Bowden



EXHIBIT "A"

LEGAL DESCRIPTION OF THE GENEVA ROCK PROPERTY

That certain real property located in Tooele County, Utah, and more particularly described as follows:

ALL OF LOT 1, BOLINDER SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE TOOELE COUNTY RECORDER'S OFFICE

EXHIBIT "B"

LEGAL DESCRIPTION OF THE BOLINDER PROPERTY

That certain real property located in Tooele County, Utah, and more particularly described as follows:

ALL OF LOTS 2 AND 3, BOLINDER SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE TOOELE COUNTY RECORDER'S OFFICE

EXHIBIT "C"

LEGAL DESCRIPTION OF THE EASEMENT PARCEL

BEGINNING AT A POINT BEING 1850.42 FEET ALONG THE SECTION LINE SOUTH 00°20'45" EAST, AND 1344.82 FEET NORTH 89°39'15" EAST FROM THE WEST QUARTER CORNER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN (SAID WEST QUARTER CORNER IS LOCATED SOUTH 57°14'54" WEST, 30.53 FEET FROM AN EXISTING T-POST); AND RUNNING THENCE NORTH 12°45'31" EAST, 40.00 FEET; THENCE SOUTH 77°14'29" EAST, 40.61 FEET; THENCE SOUTH 12°45'31" WEST, 40.00 FEET; THENCE NORTH 77°14'29" WEST, 40.61 FEET TO THE POINT OF BEGINNING.