

WHEN RECORDED, MAIL TO:

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

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RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2000 Feb 25 11:59 am FEE 0.00 BY SS
RECORDED FOR FIRST AMERICAN TITLE CO

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (the "Agreement") is made and entered into as of the 24th day of February, 2000 by and between UTAH DEPARTMENT OF TRANSPORTATION, an agency of the State of Utah, (hereinafter sometimes referred to as "UDOT"), and GENEVA ROCK PRODUCTS, INC., a Utah corporation (hereinafter sometimes referred to as "Geneva Rock").

RECITALS:

A. Concurrently with the execution of this Agreement, Geneva Rock has conveyed and transferred to UDOT fee simple title to certain real property (hereinafter "Parcel 1") located in Utah County, State of Utah, and more particularly described in Exhibit A attached hereto, in exchange for UDOT's conveyance to Geneva Rock of fee simple title to certain real property (hereinafter "Parcels 2 and 3") located in Salt Lake and Utah Counties, State of Utah, and more particularly described in Exhibit B attached hereto.

B. UDOT owns additional properties adjacent to or in the vicinity of Parcel 1 and must preserve certain rights of ingress, egress, and rights of access to utilities and services for Parcel 1 and such additional properties adjacent to or in the vicinity of Parcel 1.

C. Geneva Rock owns additional properties adjacent to or in the vicinity of Parcels 2 and 3 and must obtain and preserve certain rights of ingress, egress, and rights of access to utilities and services for Parcels 2 and 3 and such additional properties adjacent to or in the vicinity of Parcels 2 and 3.

D. By Warranty Deeds, dated of even date herewith, UDOT and Geneva Rock, as grantors, conveyed fee simple title of Parcel 1 and Parcels 2 and 3 to each other, respectively, as grantees. By reservations of easements set forth in such Warranty Deeds, UDOT and Geneva Rock reserved unto themselves and their successors in interest, certain easements over and across certain portions of Parcel 1 and Parcels 2 and 3, described as perpetual, nonexclusive easements, for the purpose of providing ingress, egress, and utilities and services to Parcel 1, Parcels 2 and 3, and certain additional properties adjacent to or in the vicinity of Parcel 1 and/or Parcels 2 and 3, presently owned by the parties hereto.

E. This Agreement is being executed by UDOT and Geneva Rock for the purposes of: (i) confirming the easements reserved to UDOT in its conveyance of real property to Geneva Rock; (ii) confirming the easements reserved to Geneva Rock in its conveyance of real property to UDOT; (iii) causing UDOT to grant certain additional easements to Geneva Rock over the

additional properties of UDOT; and (iv) establishing certain rights, interests, and obligations with regard to the use and maintenance of the easements, which are the subject of this Agreement.

NOW, THEREFORE, in consideration of the parties' exchange of Parcel 1 and Parcels 2 and 3, the grants of easements, covenants, and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, UDOT and Geneva Rock hereby agree as follows:

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

2. UDOT Easements. Geneva Rock does hereby grant, convey, and transfer to UDOT, and its successors in interest, and all of their tenants, invitees, licensees, visitors, and employees, a nonexclusive easement and right-of-way over, upon, across, and under that certain parcel of real property owned by Geneva Rock and described in Exhibit C attached hereto (hereinafter "Parcels 6 and 8") for the purposes of construction and maintenance of roads, walkways, bridges, and other improvements consistent with the purposes hereof, and for ingress and egress to and from Parcel 1 and all other real property owned by UDOT which is now or hereafter in common ownership with Parcel 1 and situated in the vicinity of Parcel 1 (hereinafter collectively the "UDOT Benefitted Property"), or any portion thereof, and for the purposes of installation and maintenance of any service or utility lines, of any nature, poles, piping, support structures, junction boxes, etc., as necessary or convenient for providing utilities and services to the UDOT Benefitted Property, or any portion thereof.

3. Geneva Rock Easements. UDOT does hereby grant, convey, and transfer to Geneva Rock, and its successors in interest, and all of their tenants, invitees, licensees, visitors, and employees, nonexclusive easement and right-of-way over, upon, across, and under those certain parcels of real property owned by UDOT and described in Exhibit D attached hereto (hereinafter "Parcels 4, 5, and 7") for the purposes of construction and maintenance of roads, walkways, bridges, and other improvements consistent with the purposes hereof, and for ingress and egress to and from Parcels 2 and 3 and all other real property owned by Geneva Rock which is now or hereafter in common ownership with Parcels 2 and 3 and situated in the vicinity of Parcels 2 and 3 (hereinafter collectively the "Geneva Rock Benefitted Property"), or any portion thereof, and for the purposes of installation and maintenance of any service or utility lines, of any nature, poles, piping, support structures, junction boxes, etc., as necessary or convenient for providing utilities and services to the Geneva Rock Benefitted Property, or any portion thereof.

4. Confirmation of Reserved Easements. To the extent any of the easements granted pursuant to Sections 2 or 3 hereof have been reserved by Geneva Rock or UDOT in the deeds executed and delivered by the parties to each other on the date hereof, the grants of easements described in Section 2 and 3 of this Agreement shall be deemed to be a confirmation and ratification of such reservation of easements by the party receiving the conveyance of real property by the grantee named in the respective deeds.

5. Grading of Roadway. Geneva Rock shall, within nine (9) months after the recording of this Agreement grade a roadway over and across that certain parcel of real property described as Parcels 7 and 8 in Exhibit E attached hereto. Such roadway shall be graded so as to permit the passage of slow moving vehicular traffic over and across such roadway. Notwithstanding the foregoing, Geneva Rock shall not be required to cover the roadway with any roadbase material or other road surfacing materials. Any maintenance of such roadway shall be borne by the owner(s) of Parcels 2 and 3 and the owner(s) of Parcel 1 in accordance with Section 8 of this Agreement. Geneva Rock acknowledges and agrees that UDOT shall have an easement over and across existing dirt roads located upon those portions of Geneva Rock's properties in the vicinity of Parcel 1 until Geneva Rock has completed grading of a new roadway pursuant to this Section 5, at which time UDOT shall relinquish all rights to roadways over Geneva Rock's property in the vicinity of Parcel 1, except as expressly provided otherwise under this Agreement.

6. 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 UDOT, Geneva Rock, or other parties entitled to use of the easements granted and confirmed pursuant to Sections 2 and 3 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 UDOT and Geneva Rock hereunder shall be enforceable in equity as well as at law or otherwise.

7. No Obstructions. Neither party shall cause any fence, gate, wall, barricade, or other obstruction, whether temporary or permanent in nature, to be constructed or situated upon Parcels 4, 5, and 7 nor Parcels 6 and 8, which limits or impairs the free and unimpeded use of the rights-of-way and easements granted and confirmed in Sections 2 and 3 hereof, nor shall the owner of the burdened properties in any other way obstruct or interfere with the use of such rights-of-way and easements.

8. Maintenance. UDOT and Geneva Rock shall each have full authority to undertake construction and maintenance of roads, walkways, bridges, and other improvements necessary or reasonably related to the exercise of the rights of ingress, egress, and utilities over, along, across, and under their respective easement parcels. Unless written agreement from the other party hereto is obtained to participate in or contribute to the costs of such maintenance and construction, the party undertaking the same shall be solely responsible for all costs and expenses incurred by such party in constructing and/or maintaining improvements to the easement parcels.

9. Liberal Construction. Each party acknowledges and agrees that the easements granted hereunder provide the primary access to the other party's benefitted property for ingress, egress, services, and utilities. UDOT further acknowledges that there may be a significant period of time during which the Geneva Rock Benefitted Property is used for, among other things, the extraction and sale of rock products, asphalt, and ready mix concrete and that there may be significant amounts of heavy equipment and trucks passing over Parcels 4, 5, and 7. Additionally, ultimately the parties' benefitted property may be developed and the requirements for ingress, egress, services, and utilities cannot be anticipated at this time. Therefore, the easements granted hereunder shall be given the most liberal construction possible to permit

UDOT, Geneva Rock, and their successors in interest to develop the benefitted properties, or any portion thereof, and to enable their desired uses of the benefitted properties to comply with all laws, ordinances, rules, regulations, and orders necessary to permit and accomplish any development and use of the benefitted properties desired by the then owner(s) of the benefitted properties, or any portion thereof.

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

11. Indemnification. Each party and owner of a benefitted property or easement parcel (hereinafter the "Indemnifying Party") agrees to defend, indemnify, and hold the other party (hereinafter the "Indemnified Party"), 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 the Indemnifying Party's acts or omissions to act, use of, or occupancy of an easement parcel situated on the other party's property during the period that the Indemnifying Party owns any portion of the benefitted property being served by such easement parcel. The Indemnified Party shall give to the Indemnifying Party 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 the Indemnifying Party. Each party shall have the right to participate in the defense of the same to the extent of its own interest.

12. 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 Parcels 6 and 8 and/or Parcels 4, 5, and 7 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 Parcels 6 and 8 and/or Parcels 4, 5, and 7 whose title is acquired by judicial foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise. If either UDOT or Geneva Rock transfers Parcels 6 and 8 and/or Parcels 4, 5, and 7, the UDOT Benefitted Property, or the Geneva Rock Benefitted Property, 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.

13. Covenants Regarding Dedication. UDOT and Geneva Rock covenant and agree that if UDOT, Geneva Rock, or their successors in interest who own a substantial portion of either the UDOT Benefitted Property or the Geneva Rock Benefitted Property desire to develop such property and are, as a condition to approval and accomplishment of such development, required to provide a dedicated roadway, the parties hereto covenant and agree that they will execute and deliver such documents and agreements as are reasonably required for the dedication of Parcels 6 and 8 and/or Parcels 4, 5, and 7 as public roadways. Notwithstanding the foregoing, the creation of the easements described in this Agreement and the exercise of the parties of their

rights thereunder shall not constitute a dedication of such roadways to the public domain without further legal action by the parties as contemplated by this Section 13.

14. 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.

15. 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.

16. Affect 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.

17. 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.

18. 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.

19. 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.

20. 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.

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

UDOT:

GENEVA ROCK:

UTAH DEPARTMENT OF TRANSPORTATION, an agency of the State of Utah,

GENEVA ROCK PRODUCTS, INC., a Utah corporation,

By Clinton W. Tothman
Its Deputy Director

By Albert T. Schellenberg
Albert T. Schellenberg
Executive Vice President

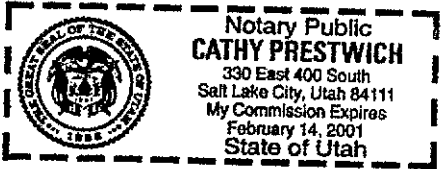
Approved as to form:

OFFICE OF THE ATTORNEY GENERAL OF THE STATE OF UTAH,

By Stewart Allen
Title Asst. Atty Gen

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

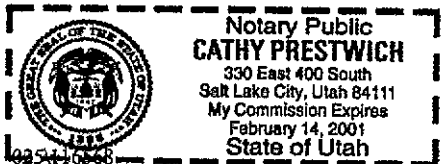
The foregoing instrument was acknowledged before me this 24th day of February, 2000 by Clinton W. Tothman, the Deputy Director of the UTAH DEPARTMENT OF TRANSPORTATION, an agency of the State of Utah.



Cathy Prestwich
NOTARY PUBLIC

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

The foregoing instrument was acknowledged before me this 24th day of February, 2000 by ALBERT T. SCHELLENBERG, the Executive Vice President of GENEVA ROCK PRODUCTS, INC., a Utah corporation.



Cathy Prestwich
NOTARY PUBLIC

LEGAL DESCRIPTION OF PARCEL 1

Real property located in Utah County, State of Utah, more particularly described as follows:

(Parcel 1 per Survey)

Beginning South 0°18'07" West along the Quarter Section line 655.41 feet from the North Quarter Corner of Section 24, Township 4 South, Range 1 West, Salt Lake Base and Meridian and running thence South 42°50'53" East 1936.93 feet; thence South 0°25'47" West 529.27 feet; thence South 0°14'50" West 387.18 feet; thence South 46°48'03" West 1825.13 feet to the aforementioned Quarter Section line; thence North 0°18'07" East along said line 3585.91 feet to the point of beginning.

All references to "Survey" refer to the ALTA/ACSM Land Title Survey of Bush & Gudgeon, Inc., dated June 25, 1999, Job No. 45337, with a second and last Revision Date of February 18, 2000.

EXHIBIT BLEGAL DESCRIPTION OF PARCELS 2 AND 3

Real property located in Salt Lake and Utah Counties, more particularly described as follows:

(Parcel 2 per Survey)

Beginning North 89°50'07" East 150.00 feet along the Quarter Section line from the West Quarter Corner of Section 24, Township 4 South, Range 1 West, Salt Lake Base and Meridian and running thence North 89°50'07" East along said line 1030.01 feet; thence South 0°05'47" West 2638.13 feet to the South line of said Section 24; thence North 89°48'21" West along said South line 1180.00 feet to the Southwest Corner of said Section; thence North 0°05'47" East 334.58 feet to a point on a 998.70 foot radius non-tangent curve to the left, the center of said curve bears North 22°51'15" East; thence Southeasterly along the arc of said curve through a central angle of 10°50'18" 188.919 feet; thence North 48°16'00" East 53.96 feet to a point on a 1145.920 foot radius non-tangent curve to the right, the center of said curve bears North 13°27'40" East; thence Northwesterly along the arc of said curve through a central angle of 3°38'29" 72.828 feet; thence North 0°05'47" East 2298.00 feet to the point of beginning.

(Parcel 3 per Survey)

Beginning at the South Quarter Corner of Section 24, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 89°48'21" West along the South line of said Section 760.60 feet; thence North 0°05'47" East 503.02 feet to a point on the Centerline of an existing railroad track, said point also being on a 947.00 foot radius non-tangent curve to the right, the radius point of which is South 10°10'54" East; thence along the arc of said curve and railroad centerline 810.35 feet, and through a central angle of 49°01'40" to the Quarter Section line of said Section 24, thence South 0°18'07" West along said Quarter Section line 311.07 feet to the point of beginning.

All references to "Survey" refer to the ALTA/ACSM Land Title Survey of Bush & Gudgell, Inc., dated June 25, 1999, Job No. 45337, with a second and last Revision Date of February 18, 2000.

LEGAL DESCRIPTION OF PARCELS 6 AND 8

Real property located in Utah County, more particularly described as follows:

(Parcel 6 per Survey)

Beginning at the Southwest Corner of Section 24, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and running thence South $89^{\circ}48'21''$ East along the Section line 120.00 feet; thence North $17^{\circ}06'28''$ West 185.95 feet; thence North $59^{\circ}54'25''$ East 252.92 feet; thence North $72^{\circ}53'32''$ East 938.37 feet; thence North $0^{\circ}05'47''$ East 83.75 feet; thence South $72^{\circ}53'32''$ West 1235.27 feet to the West line of said Section 24, thence South $0^{\circ}05'47''$ West along said Section line 300.54 feet to the point of beginning.

(Parcel 8 per Survey)

Beginning North $0^{\circ}18'07''$ East along the Quarter Section line 1000.90 feet from the South Quarter Corner of Section 24, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and running thence North $0^{\circ}18'07''$ East along said Quarter Section line 14.10 feet; thence North $46^{\circ}48'03''$ East 1825.13 feet; thence South $0^{\circ}14'50''$ West 55.09 feet; thence South $46^{\circ}48'03''$ West 1739.82 feet; thence South $74^{\circ}19'47''$ West 64.42 feet to the point of beginning.

All references to "Survey" refer to the ALTA/ACSM Land Title Survey of Bush & Gudgell, Inc., dated June 25, 1999, Job No. 45337, with a second and last Revision Date of February 18, 2000.

LEGAL DESCRIPTION OF PARCELS 4, 5, AND 7

Real property located in Salt Lake and Utah Counties, more particularly described as follows:

(Parcel 4 per Survey)

Beginning North 0°18'07" East along the Quarter Section line 935.00 feet from the South Quarter Corner of Section 24, Township 4 South, Range 1 West, Salt Lake Base and Meridian and running thence North 89°41'53" West 230.25 feet; thence South 74°19'47" West 1284.95 feet; thence North 0°05'47" East 83.13 feet; thence North 74°19'47" East 1418.96 feet; thence South 89°41'53" East 101.72 feet to the aforementioned Quarter section line; thence South 0°18'07" West along said line 80.00 feet to the point of beginning.

(Parcel 5 per Survey)

Beginning South 0°18'07" West along the Quarter Section line 655.41 feet from the North Quarter Corner of Section 24, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 42°50'53" East 1936.93 feet; thence South 0°25'47" West 116.70 feet; thence North 42°50'55" West 1936.54 feet to said Quarter Section line; thence North 0°18'07" East along said line 116.98 feet to the point of beginning.

(Parcel 7 per Survey)

Beginning North 0°18'07" East along the Quarter Section line 1084.11 feet from the South Quarter Corner of Section 24, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 74°19'47" East 21.92 feet; thence North 46°48'03" East 1796.00 feet; thence South 0°14'50" West 55.09 feet; thence South 46°48'03" West 1825.13 feet to the aforementioned Quarter Section line; thence North 0°18'07" East along said line 69.11 Feet to the point of beginning.

All references to "Survey" refer to the ALTA/ACSM Land Title Survey of Bush & Gudgell, Inc., dated June 25, 1999, Job No. 45337, with a second and last Revision Date of February 18, 2000.

EXHIBIT ELEGAL DESCRIPTION OF NEW ROADWAY

Real property located in Utah County, more particularly described as follows:

(Parcel 7 per Survey)

Beginning North 0°18'07" East along the Quarter Section line 1084.11 feet from the South Quarter Corner of Section 24, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 74°19'47" East 21.92 feet; thence North 46°48'03" East 1796.00 feet; thence South 0°14'50" West 55.09 feet; thence South 46°48'03" West 1825.13 feet to the aforementioned Quarter Section line; thence North 0°18'07" East along said line 69.11 Feet to the point of beginning.

(Parcel 8 per Survey)

Beginning North 0°18'07" East along the Quarter Section line 1000.90 feet from the South Quarter Corner of Section 24, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 0°18'07" East along said Quarter Section line 14.10 feet; thence North 46°48'03" East 1825.13 feet; thence South 0°14'50" West 55.09 feet; thence South 46°48'03" West 1739.82 feet; thence South 74°19'47" West 64.42 feet to the point of beginning.

All references to "Survey" refer to the ALTA/ACSM Land Title Survey of Bush & Gudgell, Inc., dated June 25, 1999, Job No. 45337, with a second and last Revision Date of February 18, 2000.