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Prepared By and When Recorded  
Return to:  
Louann Prater Smith  
Baker, Donelson, Bearman & Caldwell, P.C.  
1800 Republic Centre  
633 Chestnut Street  
Chattanooga, Tennessee 37450-1800

4/16/2001  
8:04 a.m

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04/16/2001 08:04 AM 52.00  
Book - 8445 Pg - 7159-7179  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
FOUNDERS TITLE  
BY: RDJ; DEPUTY - WI 21 P.

**AGREEMENT FOR LICENSE AND EASEMENT**  
**NOTICE OF LICENSE AND EASEMENT**

THIS AGREEMENT FOR LICENSE AND EASEMENT ("License and Easement") is dated as of March 30, 2001, and is entered into by and between MONROC, INC., ("Monroc"), and JACK B. PARSON COMPANIES ("Parson").

**RECITALS**

A. Monroc owns certain land in the State of Utah, more particularly described on Exhibit A, attached hereto (the "Owned Parcels").

B. Monroc is leasing Parcel 1 of the Owned Parcels to Parson, as Parcel 1 is more particularly described in Exhibit B attached hereto and made a part hereof ("Parcel 1") pursuant to a Lease entered into between Monroc and Parson on March 30, 2001 (the "Lease").

C. Monroc is assignee of a Private Road Crossing Agreement originally given by Los Angeles & Salt Lake Railroad Company, Union Pacific Railroad Company to Owen Dean in 1947 (the "Crossing Agreement") and later assigned by Owen Dean to Utah Sand & Gravel Products Corporation, now known as Monroc, Inc., over certain portions of property adjacent to the Owned Parcel and Parcel 1 (the "Crossing"), as said Crossing is more particularly described in the Crossing Agreement, a copy of which is attached hereto and marked Exhibit C and made a part hereof.

D. The Crossing was relocated on or about November 1, 1975 to the location described in the Addendum dated November 1, 1975, contained within Exhibit C.

F. 53546

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Monroc shall mutually agree in good faith on making the Improvements in accordance with the terms of the Crossing Agreement.

4. Gates; Use of License and Easement. Monroc and Parson agree to place gates at the entrance of the Crossing Area at Highway I-15 and to keep the gates closed except during normal business hours of the Owned Parcel. Monroc and Parson agrees to use the Crossing Area and Monroc's Easement in such a manner as to comply with all applicable federal, state and local laws and regulations and further agree to maintain the Crossing Area and Monroc's Easement and the Improvements in a neat, clean, orderly and sanitary condition. The parties intend that the use of the Crossing Area and Monroc's Easement will be confined to Parson's operations on the Owned Parcel as permitted by the Lease and to Monroc's operations in connection with its use of the Owned Parcels.

5. Default; Attorneys' Fees. If it shall be necessary for either Monroc or Parson to employ an attorney to enforce its rights pursuant to this Agreement against one another because of an event of default under this Agreement, the defaulting party shall reimburse the non-defaulting party for reasonable attorneys' fees, whether by mediation, appeal or otherwise.

6. Assignment. The rights conveyed and granted under this Agreement shall run with the Owned Parcels and shall inure to and be for the benefit Parson and Monroc and their successors and assigns, and the customers and business invitees of Parson and Monroc. This Agreement shall be binding upon the successors and assigns of the parties.

7. Governing Laws. The internal laws of the State of Utah without reference to principles of conflicts of law shall govern the validity, enforcement, and interpretation of this Agreement.

8. Waiver. No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver or the breach of any covenant, term or condition shall not be deemed to be a waiver of any covenant, term or condition.

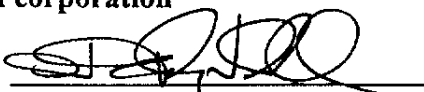
9. No Oral Modification. This Agreement cannot be modified, nor any of the terms hereof waived, except by an instrument in writing (referring specifically to this Agreement) executed by the party against whom enforcement of the modification or waiver is sought.

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

[Signatures on Following Pages]

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

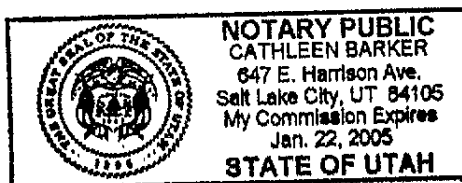
COUNTY OF DAVIS

On the 30<sup>th</sup> 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.



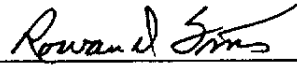
Notary Public

Document4



BK8445PG7162

MONROC, INC.,  
a Delaware corporation



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Rowan Smith, Vice President

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.

[SEAL]

  
Notary Public

KATHIE SIRKIN  
Notary Public, State of New York  
No. 01S14989346  
Qualified in New York County  
Commission Expires July 16, 2002

EXHIBIT A

Owned Parcels

Parcel 1:

BEGINNING at a point 860 feet West 660 feet South of the Northeast corner of Section 23, Township 4 South, Range 1 West, Salt Lake Base and Meridian; which point was on the East boundary of the Los Angeles and Salt Lake Railroad Right of Way as the same existed in 1972 and prior to its relocation by the Utah State Road Commission for construction of a freeway known as Project 15-6, and the point of intersection of said railroad right of way with the North boundary line of the G and G Realty, Inc. property in 1972, and running thence along the North boundary of C and G Realty, Inc. property East 1154 feet; thence North 400 feet; thence West 1024 feet, more or less, to the East boundary of the said Los Angeles and Salt Lake Railroad Right of Way; thence Southwesterly along the curve on the East boundary of said railroad right of way 400 feet, more or less, to the point of BEGINNING.

EXCEPTING THEREFROM that portion thereof now owned by the Utah State Road Commission as described in the final order of condemnation in the Third District Court in and for Salt Lake County, State of Utah, recorded January 25, 1974, as Entry No. 2596469, in Book 3505, at page 338, of Official Records.

Parcel 2:

COMMENCING at the Southeast corner of the Northeast quarter of the Northeast quarter of Section 23, Township 4 South, Range 1 West, Salt Lake Meridian; and running thence South 89°34' West 743.77 feet; thence North 14°02'01" East 624.30 feet; thence South 89°34' East 630.92 feet; thence South 0°17' East 600 feet to BEGINNING.

SUBJECT TO a right of way 100 feet wide to the East of and parallel to the Union Pacific Tracks from a roadway which crosses said tracks to the property owned by EVAN W. HANSEN and GENEVA B. HANSEN, which adjoins the herein above described property on the North. The property covered by this deed shall be subject also to any existing right of way in favor of the owner of the property to the South and West of that which is herein above described.

Parcel 3:

COMMENCING at the Northeast corner of the Southeast quarter of the Northeast quarter of Section 23, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence South 89°34' West 743.77 feet; thence South 8°09'40" West 302.04 feet; thence North 89°34' East 781.56 feet; thence North 0°17' West 300 feet to BEGINNING.

Tap No's.: 33-23-200-002  
33-23-200-003  
33-23-200-004  
8

**EXHIBIT B**

**Parcel 1**

Parcel 1:

BEGINNING at a point 860 feet West 660 feet South of the Northeast corner of Section 23, Township 4 South, Range 1 West, Salt Lake Base and Meridian; which point was on the East boundary of the Los Angeles and Salt Lake Railroad Right of Way as the same existed in 1972 and prior to its relocation by the Utah State Road Commission for construction of a freeway known as Project 15-6, and the point of intersection of said railroad right of way with the North boundary line of the G and G Realty, Inc. property in 1972, and running thence along the North boundary of C and G Realty, Inc. property East 1154 feet; thence North 400 feet; thence West 1024 feet, more or less, to the East boundary of the said Los Angeles and Salt Lake Railroad Right of Way; thence Southwesterly along the curve on the East boundary of said railroad right of way 400 feet, more or less, to the point of BEGINNING.

EXCEPTING THEREFROM that portion thereof now owned by the Utah State Road Commission as described in the final order of condemnation in the Third District Court in and for Salt Lake County, State of Utah, recorded January 25, 1974, as Entry No. 2596469, in Book 3505, at page 338, of Official Records.



EXHIBIT C

Crossing Agreement re: Owen Dean

From:

03/26/2001 19:03 #523 P.005

MAR-28-01 MON 08:43 AM MUNKUK

FAX NO. 8013200266

P. 05/44

JULIEN DEPI. No. 32368

NOT LEGIBLE FOR MICROFILM  
CO. RECORDER

**C O N T R A C T**

L. D. No. 15285

Amitt No. \_\_\_\_\_

Between

LOS ANGELES & SALT LAKE RAILROAD COMPANY  
UNION PACIFIC RAILROAD COMPANY

AND

OWEN DEAN

POOR COPY.  
CO. RECORDER

Private Road Crossing

at

Mount, Utah

DUPLICATE ORIGINAL - LICENSEE'S COPY  
Exhibit "A"

BK8445P67168

From:

03/26/2001 19:03 #523 P.006

MAR-29-01 MON 08:43 AM NONROC

FAX NO. 8013209255

P. 08/44

To be attached to agreement Audit No. 66972  
C.D. No. 32368 No. 13285

Between LOS ANGELES & SALT LAKE RAILROAD COMPANY, UNION PACIFIC RAILROAD COMPANY and OWEN DEAN

Assignments—Dates and Names of Assignees: 8/15/56 - SUPERIOR ASPHALT PAVING COMPA INC.

Covering Private Road Crossing

Location Mount, Utah

Dated JUNE 10, 1947 Effective Date MAR. 1, 1947 Expiration (Original) Feb. 29, 1952

Expiration (by latest extension) February 28, 1962

Supplements, including extension riders—Dates December 20, 1951; August 15, 1956; February 1, 1957.

IT IS HEREBY MUTUALLY AGREED by and between the parties to the above named agreement that the term thereof shall be and hereby is extended to and including February 28, 1962 and that all the terms and conditions thereof, as herebefore (if supplements to the original agreement are indicated above) or herein (if any special provisions are written below) amended, shall remain in full force and effect during the extended term, said agreement with the amendments and supplements (if any) to be subject to termination prior to the expiration of the extended term in the same manner as is provided therein for termination prior to the expiration of the term hereby extended.

Special Provisions:

The license granted under the above mentioned agreement is subject to all outstanding superior rights, and the right of the Railroad Company to renew and extend the same, and is granted without covenant of title or for quiet enjoyment.

Dated January 23, 1962 Made in duplicate.

LOS ANGELES & SALT LAKE RAILROAD COMPANY  
UNION PACIFIC RAILROAD COMPANY

Witness:

*[Signature]*

By *[Signature]*  
Executive Vice President

Witness:

*[Signature]*  
Attest:  
*[Signature]*  
Secretary

SUPERIOR ASPHALT PAVING COMPANY, INC

By *[Signature]*  
Its *[Signature]*

DUPLICATE ORIGINAL - LICENSEE'S COPY

Exhibit "A-1"

NOT LEGIBLE FOR MICROFILM  
CO. RECORDER

POOR COPY  
CO. RECORDER

BK 8445 PG 7169

From:

03/26/2001 19:03 #523 P.007

MAR-28-01 MON 08:43 AM MONROE

FAX NO. 8013209256

P. 07/44

THIS AGREEMENT, made and entered into this <sup>10th</sup> day of <sup>June</sup> 19 ~~67~~, by and between ~~the State of Utah, and its Lessee, UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah, (hereinafter collectively called "Railroad Company"), parties of the first part, and~~

**OWEN DEAN, an individual of American Fork, Utah,**

(hereinafter called "Licensee"), party of the second part, ~~WITNESSETH:~~  
**WHEREAS, the Licensee has leased certain property from the Railroad Company east of the Railroad Company's tracks at Mount, Salt Lake County, Utah; and**

**WHEREAS, the Licensee, in order to provide convenient access between said leased premises and a public highway on the west side of the Railroad Company's right of way, desires the right to construct, or have constructed, and thereafter to maintain and use a private road across the right of way and tracks of the Railroad Company along a line intersecting the center line of the main track of the FRYE Sub-division at an angle of 90 degrees at Engineer's Station 1280 plus 55.5, which is 1,515.7 feet South-  
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**WHEREAS, the Railroad Company is willing that such a private road across said right of way and tracks be provided in the location aforesaid, for the use of the Licensee, subject to the stipulations, conditions and agreements hereinafter contained;**

**IT IS, THEREFORE, AGREED by and between the parties hereto as follows, to-wit:**

**I. RAILROAD COMPANY GRANTS RIGHT TO LICENSEE:**

The Railroad Company hereby grants unto the Licensee the right to construct, or have constructed, and thereafter, during the term hereof, to maintain and use a private road across the right of way and tracks of the Railroad Company in the location hereinafter described, which grant is made expressly subject to the observance and performance by the Licensee of all and singular the conditions, covenants and agreements hereinafter mentioned to be by the Licensee kept, observed and performed; it being hereby stipulated that a waiver by the Railroad Company of any

Exhibit "A-2"

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breach of any such conditions, covenants and agreements shall in no way impair the right of the Railroad Company to avail itself of any subsequent breach thereof.

**7. LICENSEE TO CONSTRUCT CROSSING**  
The Licensee shall, at the sole cost and expense of the Licensee, furnish all material and perform all work necessary for the complete construction of a suitable private road crossing in the location hereinafter described. Said construction shall

include the erection of a gate in the right of way from an <sup>side of</sup> said track opposite the said crossing, said gates to be furnished by the Railroad Company at the expense of the Licensee. The Railroad Company shall also furnish, at the expense of the Licensee, two plank crossings, C.S. 20, Type #8 for use at said crossing.

**8. LICENSEE TO REAR COST OF CONSTRUCTION AND SUBSEQUENT MAINTENANCE:**

The Licensee shall pay to the Railroad Company the entire cost and expense incurred by the Railroad Company for all material and labor used in connection with the construction of said private road crossing as provided in the preceding section hereof, and shall pay to the Railroad Company any and all expenses subsequently incurred by the Railroad Company in connection with the maintenance, repair and removal of said crossing; and all payments which are to be made by the Licensee to the Railroad Company as herein provided shall be made within thirty (30) days after the rendition of properly certified bills therefor by the Railroad Company.

Before any work is done by the Railroad Company in connection with opening up said private road crossing in the location aforesaid, the Licensee shall deposit with the Railroad Company a sum of money equal to the total estimated cost and expense of the Railroad Company in connection with the construction and maintenance of said private road crossing. After the completion of the construction of said crossing the Railroad Company shall present to the Licensee an itemized bill showing the actual amount of all expenditures made by it in connection with such work, and in the event the actual amount of such expenditures is in excess of the amount deposited by the Licensee as hereinbefore provided, the Licensee shall pay to the Railroad Company an additional amount sufficient to fully reimburse the Railroad Company for all of such expenditures, or in the event the actual amount of such expenditures is less than the amount deposited by the Licensee as hereinbefore provided,

**9. LICENSEE TO DO GRADING:**

The Licensee shall do all the necessary grading in connection with the construction of said private road crossing in said location, which grading shall be done in a proper manner, under the supervision of the Railroad Company and at the sole cost and expense of the Licensee.

**10. ROAD CROSSING TO BE MOVED IF NECESSARY OR DESIRABLE:**

The construction of said private road crossing in the location hereinafter described shall be subject to the needs and requirements of the Railroad Company in the operation of its railroad and the improvement and use of its property, and the Licensee shall, at the sole cost and expense of the Licensee, in case such action is deemed necessary or desirable by the Railroad Company in the furtherance of such needs and requirements, move, or cause to be moved said road crossing to such a new location on said railroad contiguous to the property of the Licensee as may be designated by the Railroad

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Company. Any relocation of said road crossing as herein provided shall be done by or under the supervision of and to the satisfaction of the Railroad Company.

All the terms, conditions and stipulations herein expressed with reference to said road crossing in the location heretofore described shall apply to the said road crossing when moved to a new location under the terms of this section.

**7. ROAD CROSSING NOT TO BE USED BY PUBLIC:**

The Licensee shall not permit said private road crossing to be used by the public, or by any person or persons except the Licensee and the family, tenants, and employees of the Licensee, it being expressly stipulated that said crossing is a private one and not intended for public use.

**8. LICENSEE TO KEEP GATES CLOSED:**

The Licensee shall at all times keep said gates closed except when opened to permit the use of said crossing in accordance with the terms of this agreement.

**9. LICENSEE LIABLE FOR INJURY TO LIVE STOCK:**

The Licensee shall indemnify and hold harmless the Railroad Company from and against any and all injury, damage, loss, costs and expenses of whatsoever nature which the Licensee, the Railroad Company, and/or any person or persons may suffer or sustain by reason of the entry of live stock, whether belonging to the Licensee or others, upon the right of way of the Railroad Company through said gates, or other of them, and from any and all judgments which any person or persons may recover from the Railroad Company by reason of any such injury, damage or loss.

**10. LIABILITY:**

The Licensee shall further indemnify and hold harmless the Railroad Company from and against any and all damages, claims, demands, actions, causes of action, costs and expenses of whatsoever nature which may result from any injury to or the death of any person whatsoever, or loss or loss of or damage to property of any kind or nature, including damage to the railroad, tracks, equipment or other property of the Railroad Company, when such injury, death, loss or damage is due in any way to the existence of said private road crossing, or to the construction, maintenance, repair, removal or use thereof, PROVIDED, however, that the Licensee shall not be held liable under the provisions of this section, for any injury, death, loss or damage which is directly due to the performance of any of the work contemplated hereunder when such work is performed by the Railroad Company.

**11. TERMINATION:**

If the Licensee shall fail, neglect or refuse to keep, observe and perform any or all of the conditions, covenants, and agreements contained on the part of the Licensee to be kept, observed and performed, the Railroad Company may at its option terminate this agreement by giving to the Licensee thirty (30) days notice in writing of its intention so to do, and at the expiration of said notice this agreement shall become null and void and of no further force and effect between the parties hereto.

In the event of the termination of this agreement as herein provided, the Licensee shall be without recourse or redress of any character against the Railroad Company by reason thereof, and such termination shall in no manner prejudice or impair any right of action for damages or otherwise that the Railroad Company may have against the Licensee.

**12. EFFECTIVE DATE:**

This agreement shall take effect with ~~the date of the execution of this agreement~~ the date of March, 1997 and shall remain in full force and effect for a period of five (5) years, thereafter; PROVIDED, how-

Exhibit "A-4"

CO. RECORDER

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P. 10/44

over, that either party hereto may terminate this agreement at any time by giving to the other party thirty (30) days' written notice of its intention to do so.

**II. SUCCESSORS AND ASSIGNS:**

This agreement shall be binding upon and inure to the benefit of the Railroad Company and its successors and assigns, the Licensee, and the successors in interest of the Licensee.

IN WITNESS WHEREOF, the parties hereto have entered this agreement to be executed in duplicate on the day and year first above written.

LOS ANGELES & SALT LAKE RAILROAD COMPANY,  
UNION PACIFIC RAILROAD COMPANY,

Witness:

C.W. Wooty

[Signature]  
Vice President

Witness:

[Signature]  
Licensee

Exhibit "A-5"

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From:

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P. 11/44



AREA LEASED  
TO  
OWEN DEAN

Exhibit "A"  
L & S L R R Co  
Union Pacific Railroad Co (Lansc)  
MOUNT, UTAH

To accompany agreement with Owen  
Dean covering private Road cross  
Scale: 1" = 100'  
Office of Chief Engineer  
Omaha, Neb - April 11, 1947

• L E G E N D •

Road shown . . . . . Yel  
Rt of way outlined . . . . . Red  
Exhibit "A-6" . . . . .

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From:

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P. 12/44

# ASSIGNMENT

C. D. No. 22368-E

COPIES TO BE ATTACHED TO AGREEMENT

L. D. No. 11284 Div. No.          Audit No. 64972 C. D. No. 22368

Between **LOS ANGELES & SALT LAKE RAILROAD COMPANY, UNION PACIFIC RAILROAD COMPANY and OWEN DEAN (Mrs. ARY DEAN, Successor)**

Prior Assignments—Dates and Names of Assignees **2/15/56 - SUPERIOR ASPHALT PAVING COMPANY**

Covering **Private road crossing**

Location **Mount. Utah**

Dated **JUNE 10, 1947** effective Date **MARCH 1, 1947** Expiration (Original) **FEB. 28, 1957**

Expiration (by latest extension) **FEB. 28, 1957**

Supplements, including extension orders—Dates **DEC. 20, 1951; Aug. 15, 1956; Feb. 1, 1957; Nov. 27, 1962**

THIS AGREEMENT, made and entered into this 24th day of October, 1952, by and betw

SUPERIOR ASPHALT PAVING COMPANY, a Utah corporation,

(hereinafter called "Assignor"), party of the first part,

OWEN DEAN & WENDEL PRODUCTS CORPORATION, a Utah corporation,

(hereinafter called "Assignee"), party of the second part, and **LOS ANGELES & SALT LAKE RAILROAD COMPANY, a corporation of the State of Utah, and the UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah,**

collectively of Utah (hereinafter called "Company"), party of the third part,

### WITNESSETH:

It is mutually covenanted and agreed by and between the parties hereto as follows:

Section 1. The Assignor, for a valuable consideration, does hereby sell, assign, transfer and set over to the Assignee all of the Assignor's right, title and interest in and to the agreement above described.

Section 2. The Assignee hereby accepts the above assignment and agrees to be bound by and to perform and observe fully and faithfully all of the covenants, stipulations and conditions contained in said agreement to be performed and observed by the Assignor and assumes all liabilities mentioned in said agreement to be assumed by the Assignor.

Section 3. The Company, in consideration of the covenants and agreements of the Assignor and the Assignee contained, gives its consent to the aforesaid assignment; PROVIDED, however, that such consent shall not be deemed construed to authorize any further assignment of said agreement, whether voluntary, by operation of law, or otherwise without the consent in writing of the Company thereto first had and obtained; and PROVIDED, FURTHER, that, as between the Assignor and the Company, neither said assignment nor anything herein contained shall be construed as releasing the Assignor, in the event of default by the Assignee, from the obligation to perform all of the covenants contained in said agreement to be performed by the Assignor, or from any of the liabilities assumed by the Assignor under said agreement.

Exhibit "A"  
*[Signature]*

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CO. RECORDER

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From:

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P. 13/44

FORM 2010

Section 4. This agreement shall be considered as taking effect as of the FIRST day of September, 1982.

Witness:

Alan W. Christensen

Attends:

Paul J. Thom  
Secretary

Witness:

\_\_\_\_\_

Att ends:

Alan W. Christensen  
Secretary

Witness:

Alan W. Christensen

SUPERIOR ASPHALT PAVING COMPANY

By Robert J. [Signature]  
Its President Assignee.

UTAH SAND & GRAVEL PRODUCTS CORPORATION

By [Signature]  
Its President Assignee.

LOS ANGELES & SALT LAKE RAILROAD COMPANY,

UNION PACIFIC RAILROAD COMPANY

By [Signature]  
President

Exhibit "B-1"

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From:

03/26/2001 19:05 #523 P.014

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P. 14/44

C. D. No. 04000 7

ADDENDUM to agreement LD No. 13285, Audit No. 66972, CD No. 32368, dated June 10, 1947, between LOS ANGELES & SALT LAKE RAILROAD COMPANY, UNION PACIFIC RAILROAD COMPANY, (collectively called "Railroad Company"), and OWEN DEAN, by assignments assigned to UTAH SAND & GRAVEL PRODUCTS CORPORATION, (called "Licensee"), covering private road crossing at MP 775.76, at Mount, Utah, last extended to February 29, 1972.

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IT IS HEREBY AGREED, by and between the parties hereto, as follows:

Section 1. It is understood that parties other than the present Licensee under the above agreement use said crossing by virtue of separate agreements with the Railroad Company and Section 7 of the above agreement is therefore amended to the extent that the Licensee herein shall permit said crossing to be used by others who are permitted to do so by the Railroad Company with the understanding that the Licensee herein shall be responsible under the terms of said agreement only for its use of the crossing.

Section 2. This agreement is supplemental to the above named agreement and nothing herein written shall be construed as modifying or amending the same except as herein specifically set forth.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate this 7 day of February, 1971.

Witness:

[Signature]

LOS ANGELES & SALT LAKE RAILROAD COMPANY,  
UNION PACIFIC RAILROAD COMPANY,

By [Signature]  
Vice President

Attent:

[Signature]  
Sec. Secretary

UTAH SAND & GRAVEL PRODUCTS CORPORATION,

By [Signature]  
Vice President

DUPLICATE ORIGINAL - LICENSEE'S COPY  
Exhibit "C"

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CO. RECORDER

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From:

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FAX NO. 8013209255

P. 15/44

APPENDUM to Agreement LD 13285, Audit No. 68972, C.D. 32368, dated June 10, 1947, between LOS ANGELES & SALT LAKE RAILROAD COMPANY, UNION PACIFIC RAILROAD COMPANY (collectively called "Railroad Company"), and OWEN DEAN (called "Licensee"), covering a private road crossing at MF 775.76 at Mount, Utah, variously assigned, present Licensee being MONROC, INC., formerly UTAH SAND & GRAVEL PRODUCTS CORPORATION.

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IT IS HEREBY AGREED, by and between the parties hereto, as follows:

Section 1. Because of the recent line change made necessary on account of highway construction at Mount, the crossing and mile post at the above location have changed. In order to show the present location of the crossing, it is agreed that the attached print, dated September 16, 1975, marked Exhibit "A," and hereby made a part hereof, shall be and is hereby substituted for the description and Exhibit "A," dated April 11, 1947, attached to said agreement.

Section 2. This agreement is supplemental to the above-named agreement and nothing herein written shall be construed as modifying or amending the same except as herein specifically set forth.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate this 1 day of December, 1975.

Witness:

LOS ANGELES & SALT LAKE RAILROAD COMPANY  
UNION PACIFIC RAILROAD COMPANY

By: [Signature] GENERAL MANAGER

MONROC, INC.

By: [Signature] President

Attesty  
[Signature]  
Secretary

Exhibit "D"

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-PDR COPY-  
CO. RECORDER

DUPLICATE COMPANY, UNIVERSITY CO

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From:

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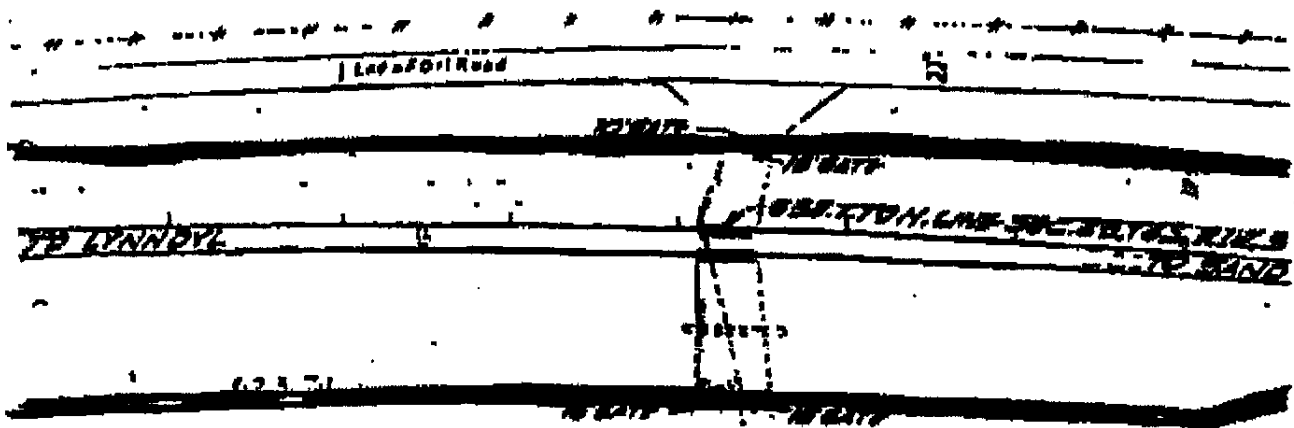
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P. 18/44

Female On-Course 53 E

127740 300000 S.  
M.P. 775.91  
1901/1901  
MOUNTAIN ROAD



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CO. RECORDER

05"  
17  
12

Private Sub

EXHIBIT "A"  
LOS ANGELES & SALT LAKE RAILROAD  
Union Pacific Railroad Co. (Lease)  
M.P. 775.91 Mount, Utah

To accompany agreement with Mount  
Inc. covering 32 ft. flange planal  
private road crossing.

UTAH DIVISION NO. 11, 128  
Scale: 1" = 100'  
Office of Division Engineer  
Salt Lake City, Utah 9-16-71

L E G B D

Road crossing shown.....Tells  
RE R/W shown outlined.....R

Exhibit "D-1"

Female On-Course 53 E

BK8445PG7179