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WHEN RECORDED RETURN TO:

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& Caldwell, P.C.
1800 Republic Centre
633 Chestnut Street
Chattanooga, TN 37450-1800

ENT 90152:2002 PG 1 of 8
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2002 Aug 07 9:49 am FEE 25.00 BY BLS
RECORDED FOR FOUNDERS TITLE COMPANY

CORRECTED MEMORANDUM OF CO-OCCUPANCY AGREEMENT AND LEASE
(Leland)

This Corrected Memorandum of Co-Occupancy Agreement and Lease (this "Memorandum") is made as of the 15th day of January, 2002, by and between **VALLEY ASPHALT, INC.** ("Valley Asphalt"), a Utah corporation, and **STAKER & PARSON COMPANIES** successor to **JACK B. PARSON COMPANIES** ("Staker/Parson"), a Utah corporation to correct the legal description attached to the Memorandum of Co-Occupancy Agreement (the "Original Memorandum") dated March 30, 2001 between the parties hereto, to confirm that the subdivision contemplated in paragraph 6 of the Original Memorandum has been completed and to designate the Staker/Parson Operating Area and the Valley Asphalt Operating Area.

WITNESSETH:

That in consideration of the premises (as defined below), the mutual covenants more particularly set forth in a certain Co-Occupancy Agreement between Valley Asphalt and Jack B. Parson Companies dated March 30, 2001 (the "Co-Occupancy Agreement"), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Valley Asphalt and Staker/Parson do hereby covenant, promise, and agree as follows:

1. The Premises. Valley Asphalt does irrevocably grant, convey and transfer to Valley Asphalt and Staker/Parson the exclusive right to use, possess, occupy and enjoy as co-occupants the certain real property located in Utah County, Utah as more particularly described in Exhibit A attached hereto and made a part hereof (the "Premises") including, without limitation, the concrete batch plant (the "Concrete Plant") and related facilities, operations and activities on the Real Property (collectively, "Concrete Operations") on the terms and conditions set forth in the Co-Occupancy Agreement.

2. Operating Areas. Pursuant to the Co-Occupancy Agreement, Valley Asphalt has certain rights to use and conduct its operations within the Valley Asphalt Operating Area, and Staker/Parson has certain rights to use and conduct its operations within the Staker/Parson Operating Area, the general locations of such Operating Areas being shown by circles on Exhibit B attached to and made part of the Co-Occupancy Agreement, but the specific areas now being as described on Exhibit B attached hereto and made a part hereof.

3. Term. The Term of the Co-Occupancy Agreement commenced on March 30, 2001 and shall terminate on March 30, 2100 (the "Term").

4. Rent. Valley Asphalt and Staker/Parson acknowledge and agree that all rent payable under the Co-Occupancy Agreement has been pre-paid in full for the entire Term.

5. Concrete Plant. Staker/Parson is the sole owner of the Concrete Plant and Valley Asphalt has no right, title, or interest therein of any nature whatsoever.

6. Subdivision. In connection with a proposed Subdivision of the Premises, Valley Asphalt has filed an application for a subdivision waiver with the City of Spanish Fork which would permit the Premises to be subdivided into two (2) separate, legal tax parcels, one of which would encompass the Valley Asphalt Operating Area and certain additional portions of the Premises adjacent thereto, as more fully described on Exhibit C attached to and made a part of the Co-Occupancy Agreement, and one of which would encompass the Staker/Parson Operating Area and certain additional portions of the Premises adjacent thereto, as more fully described on Exhibit D attached to and made a part of the Co-Occupancy Agreement. From and after the Subdivision of the Premises and the Effective Date, Staker/Parson shall immediately and automatically and without the necessity of any further act, or execution and delivery of any further document, by any party or third party, become the lessee, and Valley Asphalt shall become the lessor, of a lease (the "Lease") of the Staker/Parson Legal Parcel, upon the terms and conditions set forth in the Co-Occupancy Agreement.

7. Valley Asphalt's Remedies. Except as set forth in the Co-Occupancy Agreement, Valley Asphalt irrevocably waives all rights of distress or to re-enter or re-possess the Premises or the Concrete Plant or to terminate the Co-Occupancy Agreement or to interfere with Staker/Parson's rights of use or possession of the Premises or any Concrete Operations for any Staker/Parson's breach or default thereunder.

8. Effect of Memorandum. The sole purpose of this instrument is to give notice of the Co-Occupancy Agreement and the Lease and its terms, covenants and conditions to the same extent as if the Co-Occupancy Agreement and the Lease were fully set forth herein. This Memorandum shall not modify in any manner the terms, conditions or intent of the Co-Occupancy Agreement and the Lease and the parties agree that this Memorandum is not intended nor shall it be used to interpret the Co-Occupancy Agreement and the Lease or determine the intent of the parties under the Co-Occupancy Agreement and the Lease.

9. Defined Terms. The defined terms used herein with their initial letters capitalized which are specially defined in the Co-Occupancy Agreement shall have the same meanings herein as are set forth in the Co-Occupancy Agreement.

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

[Signatures and Acknowledgments on the following pages]

VALLEY ASPHALT, INC.,
a Utah corporation

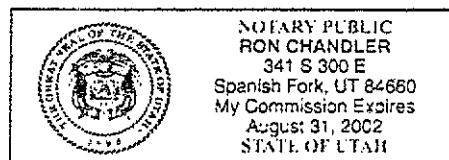
By: Jeff O Thomas
Name: Jeff O Thomas
Title: President

STATE OF Utah
COUNTY OF Utah

On the 15 day of JAN., 2002, personally appeared before me Jeff Thomas, who being duly sworn, did say that he is the President of VALLEY ASPHALT, INC., a Utah corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said _____ acknowledged to me that said corporation executed the same.

[SEAL]

Don Chan
Notary Public



STAKER & PARSON
COMPANIES successor to JACK B.
PARSON COMPANIES,
each Utah corporations

By: 
Name: J. ROCKY WOODRUFF
Title: VICE PRESIDENT

STATE OF Utah

COUNTY OF Weber

On the 9th day of JULY, 2002, personally appeared before me J. ROCKY WOODRUFF, who being duly sworn, did say that he is the VICE PRESIDENT of STAKER & PARSON COMPANIES successor to 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.

[SEAL]

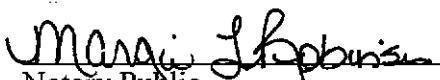

Margie L. Robinson
Notary Public



EXHIBIT "A"

LOT 1:

Beginning at a point 25.88 feet East and 1520.47 feet North (based on the Utah State Coordinate System, Central Zone) from the West quarter corner of Section 25, Township 8 South, Range 2 East, Salt Lake Base and Meridian; and running thence N 75°05'48" E a distance of 430.26 FT to a point thence N 88°21'54" E a distance of 791.70 FT to a point thence S 23°44'37" E a distance of 421.55 FT to a point thence S 19°05'21" E a distance of 122.29 FT to a point thence S 13°38'11" E a distance of 20.74 FT to a point thence S 04°36'29" E a distance of 20.59 FT to a point thence S 00°32'59" W a distance of 76.81 FT to a point thence S 00°44'08" W a distance of 15.85 FT to a point thence S 11°18'14" E a distance of 29.29 FT to a point thence S 35°05'20" E a distance of 36.29 FT to a point thence S 46°22'43" E a distance of 97.06 FT to a point thence S 39°34'06" E a distance of 41.95 FT to a point thence S 25°55'53" E a distance of 29.61 FT to a point thence S 18°29'52" E a distance of 103.70 FT to a point thence S 23°56'11" E a distance of 28.73 FT to a point thence S 34°09'35" E a distance of 47.10 FT to a point thence S 49°26'15" E a distance of 33.83 FT to a point thence S 68°35'03" E a distance of 41.94 FT to a point thence S 76°06'12" E a distance of 77.04 FT to a point thence S 60°52'44" E a distance of 72.85 FT to a point thence S 42°54'50" E a distance of 51.50 FT to a point thence S 34°18'25" E a distance of 31.00 FT to a point thence S 68°37'36" E a distance of 168.85 FT to a point around a curve to the left through a central angle of 40°23'45" on arc distance of 52.88 FT a chord bearing of N 82°19'40" E a distance of 51.79 FT to a point thence N 52°00'45" E a distance of 58.34 FT to a point thence S 37°59'15" E a distance of 530.14 FT to a point thence S 70°43'55" W a distance of 256.39 FT to a point thence S 89°07'22" W a distance of 601.71 FT to a point thence N 18°32'16" W a distance of 465.47 FT to a point thence N 88°35'38" W a distance of 151.97 FT to a point thence N 60°03'43" W a distance of 205.43 FT to a point thence N 62°14'28" W a distance of 120.07 FT to a point thence N 62°49'47" W a distance of 118.39 FT to a point thence N 66°04'36" W a distance of 74.10 FT to a point thence S 86°26'53" W a distance of 50.30 FT to a point thence S 36°04'25" W a distance of 126.01 FT to a point thence S 58°41'22" W a distance of 74.26 FT to a point thence S 43°15'07" W a distance of 155.78 FT to a point thence S 61°48'59" W a distance of 114.63 FT to a point thence S 89°18'57" W a distance of 55.35 FT to a point thence N 12°43'40" W a distance of 115.89 FT to a point thence N 18°19'47" W a distance of 325.45 FT to a point thence N 21°16'51" W a distance of 790.35 FT to the point of beginning. Containing 1823146.332 square feet or 41.8537 acres more or less.

LOT 2:

COMMENCE at a point 25.88 feet East and 1520.47 feet North (based on the Utah State Coordinate System, Central Zone) from the West quarter corner of Section 25, Township 8 South, Range 2 East, Salt Lake Base and Meridian; and running thence North 75 degrees, 05 minutes, 48 seconds East 430.26 feet along a fence; thence North 88 degrees, 21 minutes, 54 seconds East 791.70 feet along the South side of a concrete ditch to the POINT OF BEGINNING of the property herein described, a point on the east side of said canal or concrete ditch where same turns South and crosses the north boundary of the property of which the property herein described is a portion; thence North 88 degrees, 21 minutes, 54 seconds East 80.66 feet; thence South 13 degrees, 31 minutes, 22 seconds East 99.05 feet; thence South 37 degrees, 59 minutes, 15 seconds East 1347.46 feet along the Southwesterly side of Del Monte Road; thence leaving said Del Monte Road and along the Northeasterly side of an access roadway South 52 degrees, 00 minutes, 45 seconds West 58.34 feet to a point on a curve to the right through a central angle of $40^{\circ}23'45''$ an arc distance of 52.88 FT a chord bearing of S $82^{\circ}19'40''$ W a distance of 51.79 FT to a point thence North $68^{\circ}37'36''$ West 168.85 feet to the east side of the aforementioned canal or concrete ditch North 34 degrees, 18 minutes, 25 seconds West 31.00 feet; North 42 degrees, 54 minutes, 50 seconds West 51.50 feet; North 60 degrees, 52 minutes, 44 seconds West 72.85 feet North 76 degrees, 06 minutes, 12 seconds West 77.04 feet; North 68 degrees, 35 minutes, 03 seconds West 41.94 feet; North 49 degrees, 26 minutes, 15 seconds West 33.83 feet; North 34 degrees, 09 minutes, 35 seconds West 47.10 feet; North 23 degrees, 56 minutes, 11 seconds West 28.73 feet; North 18 degrees, 29 minutes, 52 seconds West 103.70 feet; North 25 degrees, 55 minutes, 53 seconds West 29.61 feet; North 39 degrees, 34 minutes, 06 seconds West 41.95 feet; North 46 degrees, 22 minutes, 43 seconds West 97.06 feet; North 35 degrees, 05 minutes, 20 seconds West 36.29 feet; North 11 degrees, 18 minutes, 14 seconds West 29.29 feet; North 00 degrees, 44 minutes, 08 seconds East 15.85 feet; North 00 degrees, 32 minutes, 59 seconds East 76.81 feet; North 04 degrees, 36 minutes, 29 seconds West 20.59 feet; North 13 degrees, 38 minutes, 11 seconds West 20.74 feet; North 19 degrees, 05 minutes, 21 seconds West 122.29 feet; and North 23 degrees, 44 minutes, 37 seconds West 421.55 feet to the POINT OF BEGINNING containing 6.09 Acres more or less.

EXHIBIT "B"

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Staker/Parson Operating Agreement

Valley Asphalt Operating Area