

PREPARED BY AND ONCE RECORDED
RETURN TO:
SHARON C. DUVALL, ESQUIRE
SMITH, GAMBRELL & RUSSELL, LLP
SUITE 3100, PROMENADE II
1230 PEACHTREE STREET, NE
ATLANTA, GEORGIA 30309
404-815-3500

TAX PARCEL NOS. 15-25-301-005-2000, 15-25-327-003-0000,
15-25-327-004-0000, AND 15-25-327-005-0000

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02/08/2010 04:09 PM \$42.00
Book - 9802 Pg - 8609-8623
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SMITH GAMBREL & RUSSELL
1230 PEACHTREE ST NE
STE 3100 PROMENADE II
ATLANTA GA 30309
BY: DDK, DEPUTY - MA 15 P.

CROSS REFERENCE:
Book 9756, Page 1870

FIRST AMENDMENT TO AGREEMENT REGARDING EASEMENTS

THIS FIRST AMENDMENT TO AGREEMENT REGARDING EASEMENTS (this "Amendment") executed on the dates set forth below but effective as of August 14, 2009, made and entered into by and between **CENTRAL VALLEY WATER RECLAMATION FACILITY**, a Utah Interlocal Agreement Agency (referred to herein as "Grantor"), having an address of 800 West Central Valley Road, Salt Lake City, Utah 84119-3379, Attention: Reed N. Fisher, General Manager, and **THE QUIKRETE COMPANIES, INC.** (successor by merger to Salt Lake Acquisition, Inc.), a Delaware corporation (referred to herein as "Grantee"), having an address of 490 West 3300 South, Salt Lake City, UT 84115, Attention: Plant Manager;

WITNESSETH:

WHEREAS, Grantor and Grantee did enter into that certain Agreement Regarding Easements dated and effective as of August 14, 2009, recorded on August 19, 2009, 2009 in Book 9756, at page 1870 of official records of Salt Lake County, Utah (the "Easement Agreement");

WHEREAS, Grantor and Grantee desire to amend the Easement Agreement to relocate the parking easement granted by Grantor to Grantee in Section 2.2 of the Easement Agreement to another location on the Grantor Tract; and

WHEREAS, Grantor and Grantee also desire to amend the Easement Agreement to include an easement for Grantee to place an office trailer on a portion of the Grantor Tract;

NOW, THEREFORE, in consideration of the covenants contained herein, the sum of TEN DOLLARS (\$10.00) in hand paid to Grantor and Grantee, and other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, Grantor and Grantee do hereby agree as follows:

1. Release of Parking Easement in "Parking Area" on Exhibit "C" of Easement Agreement. Grantee does herewith release and quitclaim to Grantor any interest Grantee may have in and to the portion of the Grantor Tract identified as "parking area" on Exhibit "C" of the Easement Agreement, to the extent said interest arises by virtue of the parking easement granted by Grantor to Grantee in Section 2.2 of the Easement Agreement.

2. New Parking Easement. The Easement Agreement is amended by deleting Section 2.2 therefrom and inserting in lieu therefor the following:

"2.2 Parking Easement. Grantor does hereby declare, create and establish, for the benefit of the Grantee Tract, an exclusive easement for parking, including, without limitation, easements for the construction, installation, maintenance, repair, replacement and use of a parking lot and related facilities (the 'Parking Facilities'), on that portion of the Grantor Tract identified as 'parking area' on Exhibit '1'. Notwithstanding the foregoing, in no event will the Parking Facilities be used by Grantee for the purpose of parking commercial trucks used by Grantee in the conduct of its business on the Grantee Tract. Grantee shall, at its sole cost and expense, keep and maintain the Parking Facilities in a good and serviceable condition."

3. Office Trailer Easement. The Easement Agreement is amended by adding the following to the end of Section 2 - Easements of the Easement Agreement:

"2.6 Office Trailer Easement. Grantor does hereby declare, create and establish, for the benefit of the Grantee Tract, an exclusive easement to place an office trailer on that portion of the Grantor Tract identified as 'office trailer area' on Exhibit '1', together with easements for the construction, installation, maintenance, repair, replacement and use of an office trailer and related facilities within such 'office trailer area'."

4. Definitions. Except as may otherwise be defined in this Amendment, the capitalized terms used in this Amendment shall be as defined in the Easement Agreement.

5. Miscellaneous. No other modification to the Easement Agreement is made or intended to be made hereby and, as amended herein, the Easement Agreement is hereby confirmed and reaffirmed by Grantor and Grantee and is and shall remain in full force and effect, as amended herein. This Amendment may be executed in as many counterparts as may be deemed necessary or convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

(SIGNATURES START ON NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto sign and cause this Amendment to be executed.

CENTRAL VALLEY WATER RECLAMATION FACILITY, a Utah Interlocal Agreement Agency

By: *Reed N. Fisher*
Name: Reed N. Fisher
Title: General Manager

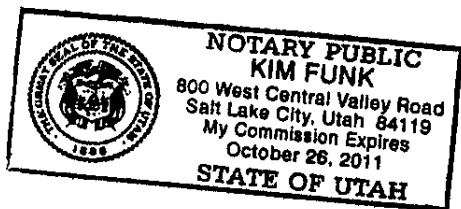
STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 24~~th~~ day of November, 2009, personally appeared before me Reed N. Fisher, who being duly sworn, did say that he is the General Manager of Central Valley Water Reclamation Facility, and that the foregoing instrument was signed on behalf of Central Valley Water Reclamation Facility, by authority of law.

Kim Funk
Name: Kim Funk
NOTARY PUBLIC
Residing in Salt Lake County, Utah

My Commission Expires: 10-26-2011

[AFFIX NOTARY SEAL]



THE QUIKRETE COMPANIES, INC., a Delaware corporation,

By: [Signature]
Name: William R. Magill
Title: Chief Financial Officer

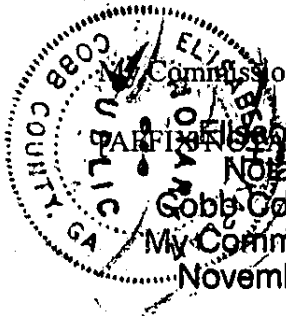
STATE OF GEORGIA)

:SS

COUNTY OF FULTON)

On this 19 day of November, 2009, personally appeared before me William R. Magill, being duly sworn, did say that she/he is the Chief Financial Officer of The Quikrete Companies, Inc. and that the within and foregoing instrument was signed for and in behalf of such entity.

[Signature]
Name: Elisabeth Kaplan
NOTARY PUBLIC
Residing in Cobb County, Georgia

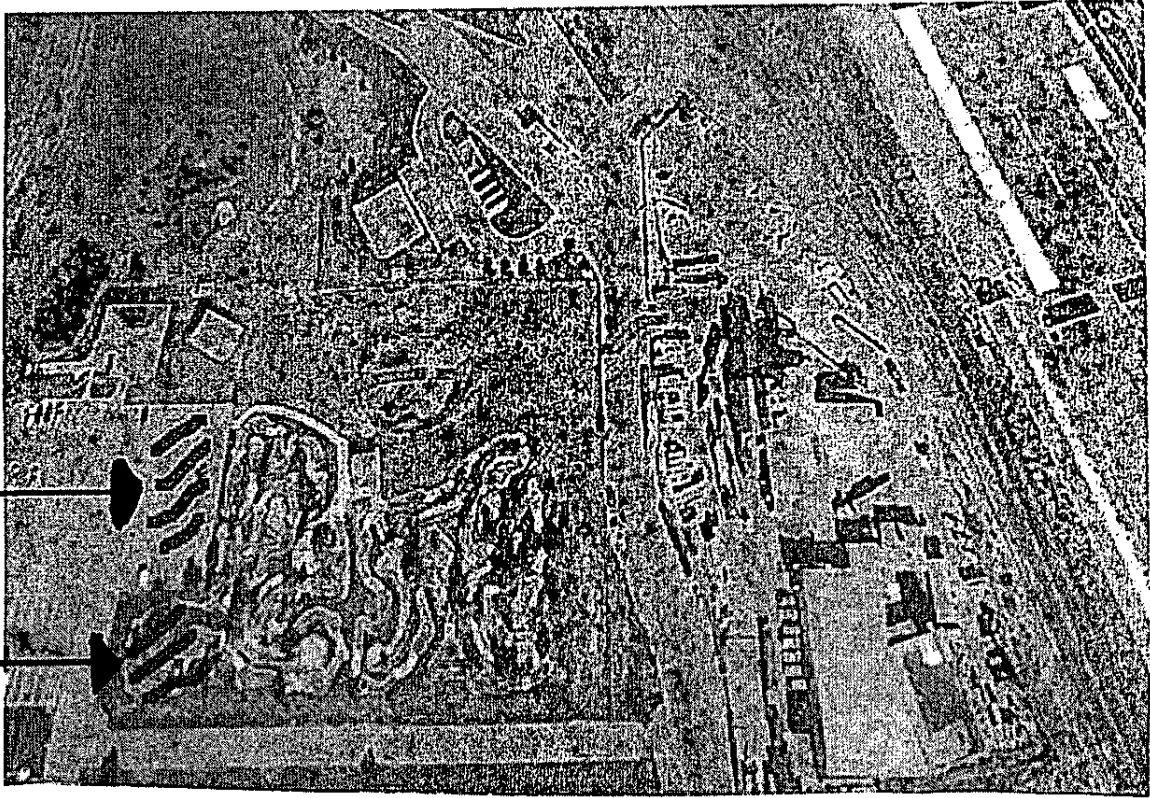


Commission Expires: 11/30/2009
Elisabeth Kaplan
Notary Public
Cobb County, Georgia
My Commission Expires
November 30, 2012

EXHIBIT "1"

[SEE ATTACHED]

"parking area"



"office trailer area"

- POOR COPY -
CO. RECORDER

CONSENT OF LESSEE

FOR VALUE RECEIVED, the undersigned, as a tenant of the "Grantor Tract" described in the Easement Agreement, does hereby acknowledge, consent to, and agree to be bound by the Easement Agreement, as amended by this Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Amendment, as of the 8th day of December, 2009

D D & B, Limited Company, a Utah limited liability company

By: Douglas O. Vilven
Name: Douglas O. Vilven
Title: Manager

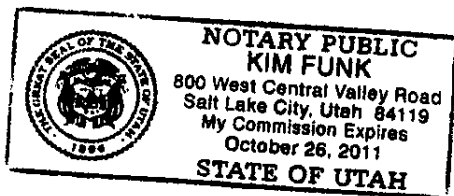
Douglas C. Rosencrans
Douglas C. Rosencrans, individually

Douglas O. Vilven
Douglas O. Vilven, individually

STATE OF UTAH

COUNTY OF SALT LAKE

On this 8th day of December, 2009, personally appeared before me Douglas O. Vilven, and Douglas C. Rosencrans, who being duly sworn, did say that, Douglas O. Vilven is the Manager of D D & B, Limited Company, a Utah limited liability company, and that he executed the within and foregoing instrument for and on behalf of such entity, as well as in his individual capacity, and that Douglas C. Rosencrans did execute the within and foregoing instrument in his individual capacity.



Kim Funk
Name: Kim Funk
NOTARY PUBLIC
Residing in Salt Lake County, State of Utah

My Commission Expires: 10-26-11

[AFFIX NOTARY SEAL]

CONSENT OF MORTGAGEE

FOR VALUE RECEIVED, the undersigned Chase Bank, N.A. (successor by merger to Bank One, Utah, National Association), as the holder of (a) Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing between DD&B, Limited Company, a Utah limited liability company and Bank One, Utah, National Association recorded July 15, 1999, as Entry No. 7413550, Official Records of Salt Lake County, Utah; (b) Modification agreement by and between DD&B Limited Company, a Utah limited liability company and Bank One, Utah, NA recorded November 29, 1999, as Entry No. 7522490, aforesaid records; and (c) UCC Financing Statement by and between DD&B, Limited Company, a Utah limited liability company, as Debtor, and Bank One, Utah, NA, as Secured Party recorded July 15, 1999, as Entry No. 7413551, aforesaid records (said instruments, together with any and all other loan documents evidencing and/or securing the indebtedness described therein, and as modified or affected by that certain Deed of Reconveyance, dated on or about the date hereof, and to be recorded in the aforesaid records, being hereinafter collectively referred to as the "Loan Documents"), which encumber the "Grantor Tract" described in the Easement Agreement, does hereby acknowledge, consent to, and agree to be bound by this Amendment and does hereby further agree that any sale of any part of the lands described in the Easement Agreement, as amended by this Amendment, made pursuant to the power of sale granted by the Loan Documents shall be made subject to the Easement Agreement, as amended by this Amendment and to all easements, rights and obligations arising under the Easement Agreement, as amended by this Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Amendment, as of the 26th day of JAN 26, 20010

Chase Bank, N.A. (successor by merger to Bank One, Utah, National Association)

By: Robert Wade
Name: ROBERT WADE
Title: ASST. VICE-PRESIDENT

STATE OF ARIZONA)

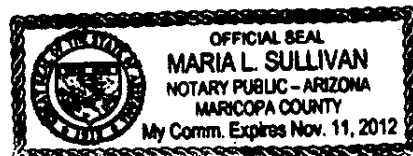
COUNTY OF MARICOPA)

On this 26th day of JANUARY, 2010, personally appeared before me ROBERT WADE, being duly sworn, did say that she/he is the ASST. VICE PRESIDENT of Chase Bank, N.A. and that the within and foregoing instrument was signed for and in behalf of such entity.

Maria Sullivan
Name: MARIA SULLIVAN
NOTARY PUBLIC
Residing in Maricopa County, State of ARIZONA

My Commission Expires: 11/11/2012

[AFFIX NOTARY SEAL]



NOTE: THE FOLLOWING LEGAL DESCRIPTIONS ARE ATTACHED FOR THE SOLE PURPOSE OF RECORDING. FOR CLARIFICATION, THE “GRANTOR TRACT” DESCRIBED ON EXHIBIT “A” IS OWNED BY CENTRAL VALLEY WATER RECLAMATION FACILITY, AND THE “NEW GRANTEE TRACT” DESCRIBED ON EXHIBIT “B-1” AND THE “EXISTING GRANTEE TRACT” DESCRIBED ON EXHIBIT “B-2” ARE OWNED BY THE QUIKRETE COMPANIES, INC.

EXHIBIT "A"

Legal Description of the Grantor Tract

A parcel of land located in the Southwest Quarter of Section 25 and the Southeast Quarter of Section 26, Township 1 South, Range 1 West, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point which is North 87 degrees 21 minutes 10 seconds East 435.78 feet and North 02 degrees 38 minutes 50 seconds West 139.32 feet from the Salt Lake County Street Monument at the intersection of 3300 South and 700 West Streets, said street monument being South 89 degrees 38 minutes 49 seconds West 198.15 feet (ARP) and North 00 degrees 04 minutes 49 seconds West 1027.31 feet (MEAS) from the Southeast corner of Section 26, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence westerly 503.56 feet, along the arc of a 580.00 foot radius curve to the right, chord bears North 68 degrees 51 minutes 46 seconds West 487.89 feet; thence North 06 degrees 23 minutes 50 seconds West 280.87 feet; thence North 01 degree 49 minutes 26 seconds East 115.94 feet; thence North 01 degree 50 minutes 00 seconds East 99.98 feet; thence North 28 degrees 53 minutes 07 seconds East 94.10 feet; thence North 44 degrees 43 minutes 01 second East 100.32 feet; thence North 47 degrees 09 minutes 57 seconds East 111.78 feet; thence North 50 degrees 51 minutes 03 seconds East 103.68 feet; thence North 49 degrees 28 minutes 01 second East 65.10 feet; thence North 00 degrees 06 minutes 07 seconds West 102.20 feet; thence North 89 degrees 53 minutes 53 seconds East 203.63 feet; thence North 00 degrees 05 minutes 55 seconds West 22.50 feet; thence North 89 degrees 53 minutes 53 seconds East 464.59 feet; thence South 00 degrees 07 minutes 51 seconds East 236.07 feet; thence South 33 degrees 01 minute 14 seconds East 254.35 feet; thence South 49 degrees 20 minutes 20 seconds East 77.66 feet; thence South 30 degrees 20 minutes 38 seconds East 160.35 feet; thence South 00 degrees 02 minutes 43 seconds West 127.74 feet; thence South 89 degrees 50 minutes 12 seconds East 279.89 feet; thence South 00 degrees 09 minutes 48 seconds West 317.16 feet; thence South 89 degrees 57 minutes 17 seconds East 50.39 feet; thence South 00 degrees 09 minutes 48 seconds West 68.45 feet to the Northerly Right-of-Way Line of 3300 South Street; thence, along said Northerly Right-of-Way Line, the following six (6) courses: (1) South 84 degrees 57 minutes 11 seconds West, 194.61 feet; (2) North 86 degrees 47 minutes 40 seconds West 197.48 feet, (3) South 88 degrees 18 minutes 23 seconds West 75.08 feet, (4) North 87 degrees 52 minutes 24 seconds West 324.29 feet, (5) North 83 degrees 34 minutes 03 seconds West 205.69 feet, (6) South 86 degrees 15 minutes 59 seconds West 130.31 feet to the Point of Beginning.

Contains: 1,326,823 square feet or 30.46 acres.

LESS AND EXCEPT THE FOLLOWING:

A parcel of land located in the Southwest Quarter of Section 25, Township 1 South, Range 1 West, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point which is North 87 degrees 21 minutes 10 seconds East 1170.05 feet and North 02 degrees 38 minutes 50 seconds West 155.83 feet from the Salt Lake County Street Monument at the Intersection of 3300 South and 700 West Streets, and running thence North 01 degree 04 minutes 49 seconds West 204.56 feet; thence North 87 degrees 37 minutes 00 seconds East 4.96 feet; thence North 02 degrees 30 minutes 20 seconds East 10.98 feet; thence North 87 degrees 42 minutes 34 seconds West 2.50 feet; thence North 00 degrees 49 minutes 22 seconds East 96.51 feet; thence North 85 degrees 00 minutes 01 second East 62.42 feet; thence South 89 degrees 50 minutes 12 seconds East 279.89 feet; thence South 00 degrees 09 minutes 48 seconds West 317.64 feet; thence North 89 degrees 53 minutes 01 second West 341.64 feet to the Point of Beginning.

Contains: 108,934 square feet or 2.50 acres.

TAX PARCEL NO. 15-25-301-005-2000

EXHIBIT "B-1"

Legal Description of the New Grantee Tract

A parcel of land located in the Southwest Quarter of Section 25, Township 1 South, Range 1 West, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point which is North 87 degrees 21 minutes 10 seconds East 1170.05 feet and North 02 degrees 38 minutes 50 seconds West 155.83 feet from the Salt Lake County Street Monument at the Intersection of 3300 South and 700 West Streets, and running thence North 01 degree 04 minutes 49 seconds West 204.56 feet; thence North 87 degrees 37 minutes 00 seconds East 4.96 feet; thence North 02 degrees 30 minutes 20 seconds East 10.98 feet; thence North 87 degrees 42 minutes 34 seconds West 2.50 feet; thence North 00 degrees 49 minutes 22 seconds East 96.51 feet; thence North 85 degrees 00 minutes 01 second East 62.42 feet; thence South 89 degrees 50 minutes 12 seconds East 279.89 feet; thence South 00 degrees 09 minutes 48 seconds West 317.64 feet; thence North 89 degrees 53 minutes 01 second West 341.64 feet to the Point of Beginning.

Contains: 108,934 square feet or 2.50 acres.

PART OF TAX PARCEL NO. 15-25-301-005-2000

EXHIBIT "B-2"

Legal Description of the Existing Grantee Tract

ALL THAT TRACT OR PARCEL OF LAND lying and being in the City of South Salt Lake, County of Salt Lake, State of Utah, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at the intersection of the northern right-of-way line of 3300 South Street and the eastern right-of-way line of 500 West Street (66 foot right-of-way), said intersection also being the southwest corner of Lot 2, Block 35, Ten Acre Plat "A", Big Field Survey; run thence northeasterly along the eastern right-of-way line of 500 West Street north 00 degrees 07 minutes 05 seconds east a distance of 10.00 feet to a point; continue thence along said right-of-way line north 00 degrees 07 minutes 05 seconds east a distance of 31.49 feet to a set rebar/cap, said set rebar/cap being the TRUE POINT OF BEGINNING; from said TRUE POINT OF BEGINNING as thus established, run thence northeasterly along the eastern right-of-way line of 500 West Street north 00 degrees 07 minutes 05 seconds east a distance of 107.92 feet to a set p.k. nail in asphalt; run thence northwesterly along the northern terminus of 500 West Street north 89 degrees 52 minutes 55 seconds west, a distance of 66.00 feet to a found brass cap property corner; run thence northeasterly along the eastern boundary line of property owned by Central Valley Sewer Treatment Plant north 00 degrees 07 minutes 05 seconds east, a distance of 407.56 feet to a found brass cap property corner; run thence southeasterly along the southwestern boundary line of property owned by Denver and Rio Grande Western Railroad Company (the "Railroad") south 30 degrees 22 minutes 57 seconds east, a distance of 130.06 feet to a set rebar/cap; run thence northeasterly along the eastern boundary line of property owned by the Railroad north 00 degrees 07 minutes 05 seconds east, a distance of 50.09 feet to a found rebar in concrete; run thence northeasterly along the southern boundary line of property owned by the Railroad north 89 degrees 53 minutes 28 seconds east, a distance of 126.58 feet to a found brass cap property corner; run thence southeasterly along the western boundary line of a 65-foot wide easement recorded as Entry No. 780530 in Book 155, Pages 508 and 509, Salt Lake County Deed Records, south 15 degrees 30 minutes 00 seconds east, a distance of 431.00 feet to a set rebar/cap located on the northwestern boundary line of Exception Project No. 0134 for landscaping of State roadway per State of Utah "Roadway Design"; continue thence along the northwestern boundary line of said Exception Project south 83 degrees 02 minutes 19 seconds west, a distance of 106.57 feet to a set rebar/cap; continue thence along the northwestern boundary line of said Exception Project south 79 degrees 26 minutes 39 seconds west, a distance of 139.27 feet to a set rebar/cap and the TRUE POINT OF BEGINNING.

Said property being more particularly shown on and described according to that certain ALTA/NSPS Survey prepared by James G. West, Utah Registered Land Surveyor No. 3082 of Land Survey & Development, dated February 4, 1994, which survey is incorporated herein by this reference for a more complete description.

TOGETHER WITH:

The following described parcels of land in Salt Lake County, to-wit:

Parcel B:

A parcel of land being part of an entire tract of property situate in the vacated portion of 500 West Street, the boundaries of said parcel are described as follows:

Beginning at a point in the Northerly boundary line of Quikrete Companies, as described in a deed recorded as Entry No. 5746841 in Book 6878, Page 2012 Official Records, which point is 444.91 feet North 00 degrees 07 minutes 10 seconds East from the Southwest corner of Lot 2, Block 35, 10 Acre Plat "A", Big Field Survey; thence North 30 degrees 22 minutes 57 seconds West along a northeasterly boundary line of said Quikrete Companies, 58.00 feet; thence North 89 degrees 53 minutes 28 seconds East 29.44 feet to a property corner of said Quikrete Companies, thence South 00 degrees 07 minutes 05 seconds West along said northwesterly boundary line of Quikrete Companies 50.09 feet to the point of beginning. Containing 737 square feet, more or less.

Parcel F:

A parcel of land being part of an entire tract of property situate in Lot 2, Block 35 and a portion of 500 West Street, 10 Acre Plat "A", Big Field Survey, the boundaries of said parcel are described as follows:

Beginning at a point in the northerly boundary line of Quikrete Companies, as described in a deed recorded as Entry No. 5746841 in Book 6878, Page 2012 Official Records, which point is 495.15 feet North and 80.95 feet East from the Southwest corner of said Lot 2; thence South 89 degrees 53 minutes 28 seconds West along said northerly boundary line and extension thereof 109.36 feet to a boundary line of said Quikrete Companies; thence North 30 degrees 22 minutes 57 seconds West 72.06 feet along said boundary line; thence North 50 degrees 24 minutes 38 seconds East 65.11 feet; thence South 42 degrees 44 minutes 54 seconds East 140.88 feet to the point of beginning. Containing 7,982 square feet, more or less.

LESS AND EXCEPT:

The following described parcels of land in Salt Lake County, to-wit:

Parcel A:

A parcel of land being part of an entire tract of property situate in Lot 2, Block 35, Ten Acre Plat "A", Big Field Survey, the boundaries of said parcel are described as follows:

Beginning at a point in the Northerly boundary line of Quikrete Companies, as described in a deed recorded as Entry No. 5746841 in Book 6878, Page 2012 in the office of the Salt Lake

County Recorder, which point is 495.15 feet North and 80.95 feet East from the Southwest Corner of said Lot 2, thence North 89 degrees 53 minutes 28 seconds East along said Northerly boundary line 46.66 feet to the Northeast corner of said Quikrete Companies; thence South 15 degrees 30 minutes 00 seconds East along the Easterly boundary line of said Quikrete Companies 144.23 feet; thence North 31 degrees 31 minutes 35 seconds West 162.95 feet to the point of beginning.

The above described parcel of land contains 3,244 square feet in area or 0.074 acre, more or less.

LESS AND EXCEPT:

The following described parcels of land in Salt Lake County, to-wit:

Parcel C

A parcel of land being part of an entire tract of property situated in the vacated portion of 500 West Street, the boundaries of said parcel are described as follows:

Beginning at a Southwesterly corner of Quikrete Companies, as described in a deed recorded as Entry No. 5746841 in Book 6878, Page 2012 in the office of the Salt Lake County Recorder, which point is 65.69 feet West and 149.55 feet North from the Southwest Corner of Lot 2, Block 35, Ten Acre Plat "A", Big Field Survey; thence North 00 degrees 07 minutes 05 seconds East along the Westerly boundary line of said Quikrete Companies 119.82 feet to a point on a 105.00 foot radius curve to the left (radius point bears North 89 degrees 37 minutes 58 seconds East), thence along the arc of said curve 64.96 feet through a Delta Angle of 35 degrees 26 minutes 58 seconds CCW; thence South 35 degrees 49 minutes 01 second East 8.26 feet to a point on a 120.00 foot radius curve to the right (radius point bears South 54 degrees 10 minutes 59 seconds West); thence along the arc of said curve 57.18 feet through a Delta Angle of 27 degrees 17 minutes 59 seconds CW to a point on the south property line of said Quikrete Companies; thence North 89 degrees 52 minutes 44 seconds West along the south property line of said Quikrete Companies 46.30 feet to the point of beginning.

Containing 2,534.97 square feet or 0.058 acres, more or less.

TAX PARCEL NOS: 15-25-327-003-0000,
15-25-327-004-0000, AND
15-25-327-005-0000