

7938819

WHEN RECORDED RETURN TO:
Keven M. Rowe
Jones, Waldo, Holbrook & McDonough
1500 Wells Fargo Plaza
170 South Main
Salt Lake City, Utah 84101

7938819
07/03/2001 09:24 AM 28.00
Book - 8475 Pg - 6101-6108
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
ASSOCIATED TITLE
BY: ZJM, DEPUTY - WI B P.

D269489

Tax Parcel Nos: 33-13-300-012
33-14-400-005
33-23-200-001

ASSIGNMENT OF ROAD CROSSING CONTRACT

THIS ASSIGNMENT OF ROAD CROSSING CONTRACT ("Assignment") is made as of the 1st day of July, 2001, by STANDARD BUILDERS SUPPLY INC. OF SALT LAKE, a Utah corporation d/b/a Standard Builders Supply Company ("Standard Builders") and MICHAEL S. HANSEN ("Hansen"), an individual and successor in interest to Evan Hansen (collectively referred to as "Assignors"), to AFM LIMITED COMPANY, a Utah limited liability company ("Assignee"), collectively, the "Parties", or individually, a "Party".

RECITALS

WHEREAS, Los Angeles & Salt Lake Railroad Company, a Utah corporation, and Union Pacific Railroad Company, a Utah corporation (collectively "Licensor"), and Johnson Ready Mix Company, Inc., a Utah corporation, Evan Hansen and O.V. Hansen, individuals (collectively "Licensee") entered into that certain Road Crossing Contract dated September 10, 1973 ("Road Crossing Contract") whereby Licensor grants Licensee a license to construct and use an access road over Licensor's right of way, which access road is more particularly described in Exhibit "A" attached hereto, to provide access to Licensee's property located in Salt Lake County, Utah which is more particularly described in Exhibit "B" attached hereto; and

WHEREAS, Licensor and Licensee entered into that certain Addendum to the Road Crossing Contract dated March 7, 1977 ("Addendum") which Addendum, among other things, included Standard Builders as an additional licensee to the Road Crossing Contract; and

WHEREAS, Hansen has reserved unto himself a non-exclusive perpetual right-of-way easement providing ingress and egress over the certain property as more particularly described in that certain Warranty Deed dated March 1, 1990, and recorded as entry No. 4887770, in Book 6202, at Page 312, in the Official Records of Salt Lake County (the "Warranty Deed"); and

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WHEREAS, Assignors desire to assign all of their respective rights, title and interest in the Road Crossing Contract and Addendum and the Warranty Deed to Assignee and Assignee desires to assume all right, title and interest in the same;

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee hereby agree as follows:

1. Assignment and Assumption. Assignors hereby irrevocably assign, set over, transfer and convey to Assignee all of Assignors' respective right, title and interest in and to the Road Crossing Contract and Addendum and the Warranty Deed. Assignee accepts this Assignment and the rights granted herein, and agrees to be bound by and subject to the terms and conditions of the Road Crossing Contract and Addendum and the Warranty Deed and all obligations and liabilities, fixed and contingent, of Assignors thereunder.

2. No Representation or Warranty. Assignors make no representation or warranty concerning the current status of the Road Crossing Contract and Addendum and the Warranty Deed nor the effect or enforceability of this Assignment.

3. Reservation of Use. Notwithstanding this Assignment, Assignors reserve unto themselves the continuing non-exclusive right of use granted to Assignors pursuant to the Road Crossing Agreement and Addendum and the Warranty Deed (but subject to the "Lease", as defined below); provided, however, that in the event that Ash Grove Materials Corporation, a Delaware corporation ("AGMC") exercises its "Purchase Option" or its "Right of First Refusal" (as those terms are defined in that certain Lease Agreement dated July 1, 2001, by and between AFM Limited Company, as Lessor, and AGMC, as Lessee (the "Lease")), and closes upon the purchase of the "Premises" (as that term is defined in the Lease), all such reserved rights of Assignors shall be automatically and permanently extinguished.


4. General Provisions.

a. Successors. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns.

b. Counterparts. This Assignment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, this Assignment of Road Crossing Contract was made and executed as of the date first above written.

STANDARD BUILDERS SUPPLY INC. OF
SALT LAKE,
a Utah corporation

By 

Name:

Title: President


Michael S. Hansen

"Assignors"

AFM LIMITED COMPANY,
a Utah limited liability company

By 
Michael S. Hansen, Member

"Assignee"

Exhibit "A"

Legal Description of Access Road

BEGINNING AT A POINT ON THE EASTERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY, WHICH POINT IS NORTH 00°16'27" EAST ALONG THE SECTION LINE 1106.43 FEET AND EAST 122.15 FEET (BASED ON THE UTAH STATE COORDINATE SYSTEM, CENTRAL ZONE) FROM THE SOUTHEAST CORNER OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; SAID POINT MAY ALSO BE DESCRIBED AS BEING NORTH 00°19'14" EAST ALONG THE QUARTER SECTION LINE 1088.67 FEET AND WEST 2537.65 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 13, T4S, R1W, SLB&M. THENCE NORTH 61°44'57" WEST 160.00 FEET TO THE WESTERLY LINE OF SAID RAILROAD RIGHT-OF-WAY; THENCE NORTH 28°15'03" EAST ALONG SAID RIGHT-OF-WAY LINE 40.00 FEET; THENCE SOUTH 61°44'57" EAST 160.00 FEET TO THE EASTERLY LINE OF SAID RAILROAD RIGHT-OF-WAY; THENCE SOUTH 28°15'03" WEST ALONG SAID RIGHT-OF-WAY LINE 40.00 FEET TO THE POINT OF BEGINNING.

Exhibit "B"

Legal Description of Licensee's Property

That certain property located at 426 West 15320 South, Bluffdale, Utah, more particularly described as follows:

BEGINNING at a point on the Easterly line of the Union Pacific Railroad right-of-way, which point is North 00°19'14" East along the Quarter Section Line 709.75 feet and West 2738.99 feet (based on the Utah State Coordinate System, Central Zone) from the South Quarter Corner of Section 13, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence leaving said right-of-way line South 61°44'57" East 534.29 feet; thence South 28°15'03" West 212.32 feet; thence South 541.50 feet; thence South 89°35'30" West 294.73 feet; thence North 89°45'57" West 504.69 feet to the Easterly line of said railroad right-of-way; thence Northeasterly 1013.82 feet around the periphery of a curve to the right having a radius of 5931.14 feet (local chord = North 23°21'14" East 1012.58 feet); thence North 28°15'03" East continuing along said railroad right-of-way line 58.86 feet to the point of BEGINNING.

LESS AND EXCEPTING THEREFROM that portion conveyed to KENNETH F. WHITE, by that certain Warranty Deed, dated March 13, 1972, recorded March 21, 1972, as Entry No. 2444370, in Book 3053, at Page 496, the County Recorder's Office, and being more particularly described as follows:

BEGINNING at a point 860 feet West and 660 feet South of the Northeast corner of Section 23, Township 4 South, Range 1 West, Salt Lake Base and Meridian. (Said point of beginning being on the East Boundary of the Los Angeles and Salt Lake Railroad Right of Way and the point of intersection of said Railway Right of Way with the North Boundary of the C. and G. Realty Inc. property.)

Thence along the North Boundary of the 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 Los Angeles and Salt Lake Railroad Right of Way; thence Southwesterly along the curve of the East Boundary of said Right of Way 400 feet, more or less to the point of BEGINNING.

ALSO, LESS AND EXCEPTING THEREFROM that portion conveyed to GENEVA ROCK PRODUCTS, INC., by that certain Warranty Deed, dated April 28, 1998, recorded April 29, 1998, as Entry No. 4945366, in Book 7960, at Page

1536, the County Recorder's Office, and being more particularly described as follows:

BEGINNING at a point that is South 61°44'57" East 420.19 feet from a point on the Easterly line of the Union Pacific Railroad right of way, which said right of way point is North 00°19'14" East along the Quarter Section line 709.75 feet and West 2738.99 feet (Based on the Utah State coordinate system, central zone) from the South quarter corner of Section 13, Township 4 South Range 1 West, Salt Lake Base and Meridian; and running thence South 61°44'57" East 114.10 feet; thence South 28°15'03" West 212.32 feet thence North 241.06 feet to the point of BEGINNING.

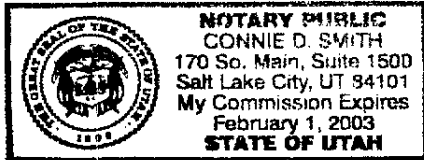
PARCEL 2:

A non-exclusive perpetual right-of-way easement for ingress and egress, as reserved in that certain Warranty Deed, dated March 1, 1990, in favor of ORRIN V. HANSEN aka O. V. HANSEN and MICHAEL S. HANSEN aka MICHAEL SNOW HANSEN, recorded March 2, 1990, as Entry No. 4887770, in Book 6202, at Page 312, the County Recorder's Office, across the following described parcel of land:

BEGINNING at a point on the Easterly line of the Union Pacific Railroad right-of-way, which point is North 00°19'14" East along the Quarter Section Line 709.75 feet and West 2738.99 feet (based on the Utah State Coordinate System, Central Zone) from the South Quarter corner of Section 13, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence North 28°15'03" East along said railroad right-of-way line 140.00 feet; thence leaving said right-of-way line South 61°44'57" East 125.00 feet; thence North 28°15'03" East 210.12 feet to a curve to the left having a radius of 80.00 feet; thence Northwesterly 125.66 feet around the periphery of said curve (chord = North 16°44'57" West 113.14 feet); thence North 61°44'57" West 45.00 feet to the Easterly right-of-way line of said Union Pacific Railroad; thence North 28°15'03" East along said right-of-way line 40.00 feet; thence leaving said right-of-way line South 61°44'57" East 45.00 feet to a curve to the right having a radius of 120.00 feet; thence Southeasterly 188.50 feet around the periphery of said curve (chord = South 16°44'57" East 169.71 feet); thence South 28°15'03" West 350.12 feet; thence North 61°44'57" West 165.00 feet to the point of BEGINNING.

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 2nd day of July, 2001 by Michael S. Hansen, the President of Standard Builders Supply Inc. of Salt Lake, a Utah corporation.

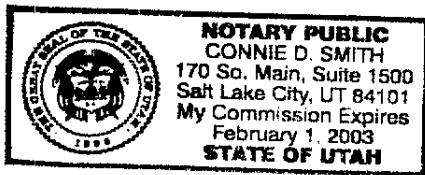


Connie D. Smith
NOTARY PUBLIC
Residing at: _____

My Commission Expires:

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 2nd day of July, 2001 by Michael S. Hansen, an individual.



Connie D. Smith
NOTARY PUBLIC
Residing at: _____

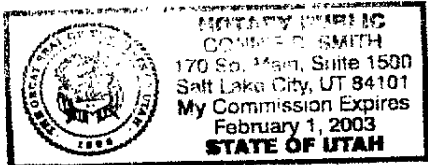
My Commission Expires:

STATE OF UTAH)

: ss.

COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 2nd day of July, 2001 by Michael S. Hansen, a member of AFM Limited Company, a Utah limited liability company.



Connor D. Smith
 NOTARY PUBLIC
 Residing at: _____

My Commission Expires:
