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07/03/2001 09:24 AM 21.00  
Book - 8475 Pg - 6116-6120  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
ASSOCIATED TITLE  
BY: ZJN, DEPUTY - WI 5 P.

WHEN RECORDED RETURN TO:

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

DZ69489

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

ASSIGNMENT OF WELL AGREEMENT

THIS ASSIGNMENT OF WELL AGREEMENT ("Assignment") is made as of the 1st day of July, 2001, by MICHAEL S. HANSEN ("Hansen"), an individual (Assignor"), to AFM LIMITED COMPANY, a Utah limited liability company ("Assignee"), collectively, the "Parties", or individually, a "Party".

RECITALS

WHEREAS, Assignor, Orrin V. Hansen and Geneva Rock Products, Inc. are parties to that certain Well Agreement dated July 21, 1982 (the "Well Agreement") affecting certain property, a portion of which is Assignee's property located in Salt Lake County, Utah which is more particularly described in Exhibit "A" attached hereto; and

WHEREAS, Assignor has succeeded to the rights of Orrin V. Hansen under the Well Agreement; and

WHEREAS, Assignor desires to assign all of his right, title and interest in the Well Agreement 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. Assignor hereby irrevocably assigns, sets over, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Well Agreement. Assignee accepts this Assignment and the rights granted herein, and agrees to be bound by and subject to the terms and conditions of the Well Agreement and all obligations and liabilities, fixed and contingent, of Assignor thereunder.

2. No Representation or Warranty. Assignor makes no representation or warranty concerning the current status of the Well Agreement nor the effect or enforceability of this Assignment.

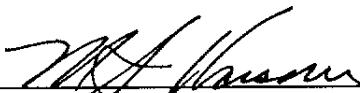
3. Reservation of Use. Notwithstanding this Assignment, Assignor reserves unto himself the continuing rights of use granted to Assignor pursuant to the Well Agreement (but subject to the "Lease", as defined below); provided, however, that in the event that Ash Grove Materials Corporation, a Delaware 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 Assignor 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.

  
\_\_\_\_\_  
Michael S. Hansen

"Assignor"

AFM LIMITED COMPANY,  
a Utah limited liability company

By   
\_\_\_\_\_  
Michael S. Hansen, Member

"Assignee"

Exhibit "A"

Legal Description of Assignee'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.

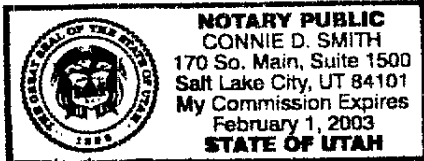
PARCEL 2:

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 2<sup>nd</sup> day of July, 2001 by Michael S. Hansen, an individual.

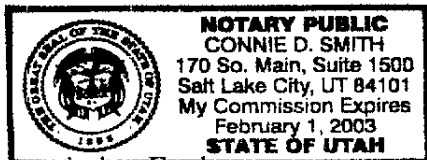


My Commission Expires:  
\_\_\_\_\_

Connie D. Smith  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

STATE OF UTAH )  
 : ss.  
COUNTY OF UTAH )

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



My Commission Expires:  
\_\_\_\_\_

Connie D. Smith  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_