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07/03/2001 09:25 AM 21.00  
Book - 8475 Pg - 6121-6125  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
ASSOCIATED TITLE  
BY: ZJM, DEPUTY - WI 5 P.

When recorded, mail to:

GUY P. KROESCHE, ESQ.  
STOEL RIVES LLP  
210 South Main Street, Suite 1100  
Salt Lake City, Utah 84111-4904

D269489

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

7938823

**MEMORANDUM OF LEASE  
and  
NOTICE OF OPTION/RIGHT OF FIRST REFUSAL**

THIS MEMORANDUM OF LEASE and NOTICE OF OPTION / RIGHT OF FIRST REFUSAL (the "Memorandum") is dated as of the 1st day of July, 2001, by and between AFM LIMITED COMPANY, a Utah limited liability company, having a mailing address of 220 West 2700 South, Salt Lake City, Utah (hereinafter "Landlord"), and MATERIALS PACKAGING CORPORATION, a Tennessee corporation and assignee of ASH GROVE MATERIALS CORPORATION a Delaware corporation, having a mailing address of P.O. Box 26348, Overland Park, Kansas 66225 (hereinafter "Tenant").

**RECITALS**

- A. Landlord owns certain real property located in Salt Lake County, State of Utah, located at 426 West 15320 South, Draper, Utah, which is described more particularly on Exhibit "A" attached hereto (as more fully described in the Lease Agreement, and hereinafter defined, the "Premises").
- B. Landlord has leased the Premises to Tenant pursuant to that certain Lease Agreement, dated July 1, 2001 (the "Lease Agreement") between Landlord and Tenant covering the Premises for the purposes set forth in the Lease Agreement.
- C. Pursuant to this Memorandum, Landlord and Tenant desire to confirm, ratify and give record notice of the lease of the Premises by Landlord to Tenant pursuant to the Lease Agreement.

**MEMORANDUM**

In exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Lease of Premises. Landlord has leased the Premises to Tenant and hereby leases the Premises to Tenant, upon the terms and conditions set forth in the Lease Agreement.

2. Term. The lease of the Premises to Tenant pursuant to the terms of the Lease Agreement is for a period of approximately five (5) years commencing as of the 1<sup>st</sup> day of July 1, 2001 (the "Commencement Date") and expiring on the 30<sup>th</sup> day of June 2006, unless sooner terminated in accordance with the provisions of the Lease Agreement. Tenant shall have one option to renew the Lease Agreement for five (5) years, as further described in the Lease Agreement.

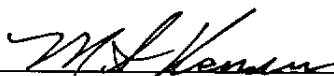
3. Option to Purchase / Right-of-First Refusal. The Premises, together with any and all improvements now or hereafter constructed thereon, is subject to an option and right of first refusal to purchase in favor of Tenant (the "Option/ROFR"), as set forth in the Lease Agreement. The terms and conditions of the Option/ROFR as set forth in the Lease Agreement are incorporated herein by this reference and reference should be made to the Lease Agreement for the particular terms and conditions thereof.

4. Effect of Memorandum. This Memorandum, and the rights and obligations of the parties hereunder, are subject to all of the terms and conditions of the Lease Agreement. The Lease Agreement is hereby incorporated by reference as if fully set forth herein. This Memorandum does not add to, supersede, replace, amend or otherwise affect the Lease Agreement. To the extent of any conflict or inconsistency between any provisions of this Memorandum and the provisions of the Lease Agreement, the Lease Agreement, and not this Memorandum, shall control and govern.

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


**LANDLORD:**

AFM LIMITED COMPANY,  
a Utah limited liability company,

By:   
Michael S. Hansen  
Its: Member

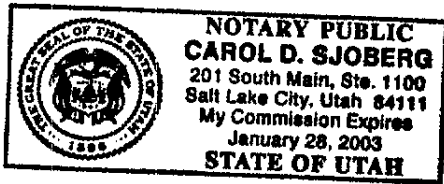
**TENANT:**

MATERIALS PACKAGING  
CORPORATION, a Tennessee corporation

By:   
John D. Novak  
Its: President

STATE OF UTAH )  
 :SS.  
COUNTY OF SALT LAKE )

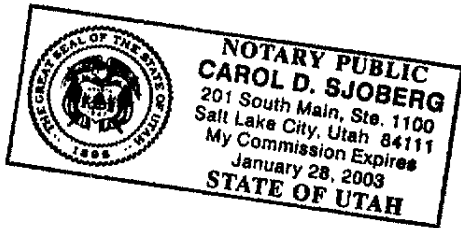
The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of July, 2001, by Michael S. Hansen, a Member of AFM LIMITED COMPANY, a Utah limited liability company.



Carol D. Sjoberg  
NOTARY PUBLIC  
Residing at: Salt Lake County UT  
My Commission Expires: 1/28/03

STATE OF UTAH )  
 :SS.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 2nd day of July, 2001, by John D. Novak, the President of MATERIALS PACKAGING CORPORATION, a Tennessee corporation.



Carol D. Sjoberg  
NOTARY PUBLIC  
Residing at: Salt Lake County UT  
My Commission Expires: 1/28/03

**EXHIBIT "A"**

(Legal Description of Property)

That certain property located at 426 West 15320 South, Draper, 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 Salt Lake 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.

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