

WHEN RECORDED MAIL TO: Geneva Rock Products Inc.
c/o Ervin R. Holmes
Vancott Bagley Cornwall & McCarthy
50 So. Main St., Ste. 1600
Salt Lake City, Utah 84144

01111111/1111/11111111
000/1111/111111/111111
11111111/1111/111111

43

**FIRST AMENDMENT TO DECLARATION OF EASEMENTS,
COVENANTS AND RESTRICTIONS**

6409430

THIS FIRST AMENDMENT TO DECLARATION OF EASEMENTS,
COVENANTS AND RESTRICTIONS is made and entered into as of the 28 day of July,
1996, by and between MT. JORDAN LIMITED PARTNERSHIP, a Utah limited partnership
("Grantor"), and GENEVA ROCK PRODUCTS INC, a Utah corporation ("Grantee").

RECITALS

WHEREAS, Grantor owns a tract of real property ("Tract A") located in Salt
Lake County, State of Utah, the legal description of which is set forth on Exhibit A;

WHEREAS, Grantee, contemporaneously with the execution of this
Amendment, is purchasing a tract of real property ("Tract B") located adjacent to Tract A in
Salt Lake County, State of Utah, the legal description of which is set forth on Exhibit B;

WHEREAS, Grantor and Great Salt Lake Council Boy Scouts of America (the
"BSA"), as owner of Tract B and as grantee, entered into that certain Declaration of
Easements, Covenants and Restrictions dated December 29, 1983 and recorded on December
30, 1983 as Entry No. 3887069 in Book 5519 at Page 311 of the Official Records of Salt
Lake County Recorder's Office (the "Original Declaration");

WHEREAS, by its purchase of Tract B, Grantee becomes the successor to the
BSA under the Original Declaration; and

WHEREAS, the parties hereto wish to amend the Original Declaration as
provided herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants
set forth herein and for other good and valuable consideration, the receipt and sufficiency of
which are hereby acknowledged, the parties hereto agree as follows:

1. **Amendment #1 to Section 1 of the Original Declaration.**
Subsections 1(a), 1(b) and 1(f) of the Original Declaration are hereby deleted in their entirety
and replaced with the following:

1. Easements and Covenants with Respect to Tract A.

(a) Grantor hereby grants and conveys to Grantee a
nonexclusive easement (the "Easement"), sixty (60) feet wide,
appurtenant to and across Tract A for the purpose of allowing vehicular
and pedestrian traffic access between the public streets and Tract B.
The centerline of the initial location of the Easement shall be the
centerline of that certain improved roadway (the "Roadway") existing

Page of _____
420329A

SK7446 PG2671

on the date of the recording of the First Amendment to Declaration of Easements, Covenants and Restrictions (the "First Amendment") as generally shown on Exhibit C to this First Amendment.

(b) At any time, Grantee may cause a survey of the location of the Easement to be made by a certified surveyor (the "Survey"), which shall be subject to the approval of Grantor, such approval not to be unreasonably withheld. Provided that Grantor shall have approved the Survey, Grantor agrees, within 15 days of the date of the submission of the Survey to Grantor, to execute an amendment of this Declaration to substitute the plat shown on Exhibit C to the First Amendment with the legal description of the Easement shown on the Survey. Until such time as such amendment has been recorded, Grantor agrees to give Grantee 30 days prior written notice of any proposed conveyance of Tract A. After such amendment has been recorded, such requirement of notice of any proposed conveyance of Tract A shall terminate.

(f) Grantor expressly reserves, and Grantee expressly grants to Grantor, the right at any time and from time to time, for any reason whatsoever, to change the location of the Easement and the Roadway; provided, that (i) the Easement and the Roadway shall continue to provide reasonably direct access to such public streets and not, in any place, exceed a grade of eight (8) percent, and (ii) one half of all costs related to the first relocation of the Easement and the Roadway by Grantor, and all costs of any second or subsequent relocation of the Easement and the Roadway requested by the Grantor, shall be borne by the Grantor; provided, however, that Grantee's share of the costs related to such first relocation shall be limited to one-half of the costs of the construction of a Roadway comparable to the existing Roadway.

2. Amendment #2 to Section 1 of the Original Declaration.

Subsections 1(c) and 1(i) of the Original Declaration are herewith deleted in their entirety without substitution.

3. Amendment #3 to Section 1 of the Original Declaration.

Subsequent 1(e) of the Original Declaration is hereby amended by deleting the reference to subsection 1(b) therein, and the first reference to "Grantor" in paragraph 1(c) shall be corrected to be "Grantee".

4. **Amendment to Section 16 of the Original Declaration.**
Section 16 of the Original Declaration is hereby amended by changing the addresses as follows:

TO GRANTOR: Mt. Jordan Limited Partnership
600 East 11800 South
Draper, UT 84020
Attention: G. Lyn Kimball

TO GRANTEE: Geneva Rock Products
1565 West 400 North
Orem, UT 84057
Attention: Wilford W. Clyde

5. **Amendment to Exhibit C.** Exhibit C of the Original Declaration is hereby deleted in its entirety and replaced with Exhibit C attached to this Amendment.

6. **Deletion of Exhibit D.** Exhibit D of the Original Declaration is hereby deleted in its entirety.

7. **No Other Amendments.** Except as expressly provided herein, the Original Declaration, as amended by this Amendment, remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Declaration of Easements, Covenants and Restrictions to be executed as of the date first above written.

GRANTOR:

MT. JORDAN LIMITED PARTNERSHIP,
a Utah limited partnership

By: Evan W. Hansen
Evan W. Hansen
General Partner

By: Earl Toone G.P.
Earl Toone
General Partner

By: Griffith Lyn Kimball, GP
Griffith Lyn Kimball
General Partner

By: Orren J. Greenwood G.P.
Orren J. Greenwood
General Partner

ROCKWELL ENTERPRISES, INC.,
a Utah Corporation

GENEVA ROCK PRODUCTS, INC.,
a Utah Corporation

By: Murray W. Smith
Rockwell Enterprises, Inc.
General Partner
Murray W. Smith
President

By: Wilford W. Clyde II
Geneva Rock Products, Inc.
General Partner
Wilford W. Clyde II
President

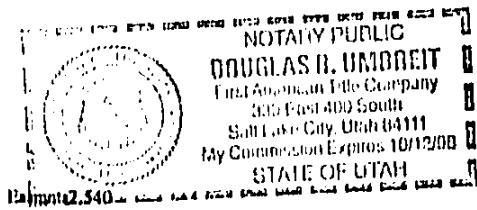
GRANTEE:

GENEVA ROCK PRODUCTS INC.,
a Utah corporation

By: Wilford W. Clyde II
Wilford W. Clyde II
President

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

Personally appeared before me, the undersigned notary public, Evan W. Hansen, Griffin Lyn Kimball, Earl Toone, Orren J. Greenwood, Murray W. Smith as president of Rockwell Enterprises, Inc. and Wilford W. Clyde II as president of Geneva Rock Products, Inc., each of whom is known to me and upon oath executed the foregoing First Amendment to Declaration of Easements, Covenants and Restrictions in my presence on this 18 day of July, 1996.



Evan W. Hansen
Notary Public

BK7446PG2674

EXHIBIT "A"

LEGAL DESCRIPTION OF TRACT A

The following described Tracts located in Salt Lake County, State of Utah:

TRACT 1: That part of N 80 Rds of Sec 23 T 4S R1W SL Mer lying W of State Road. 149.29 acres.

TRACT 2: That part of SE 1/4 of NE 1/4 Sec 22 T 4S R 1 W SL Mer lying between Utah and Salt Lake Canal & The Jordan River less R R. 10 acres

TRACT 3: Lots 1 & 4 Sec 22 T 4S R 1W SL Mer less Canals and that part of Lot 4 deeded to United States of America. 47.54 acres.

TRACT 4: S 1/2 of SW 1/4 & SW 1/4 of SE 1/4 Sec 14 T 4S R 1W SL Mer. 120 acres.

TRACT 5: Commencing 1320 feet North from the Southwest Corner of Section 14, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 89°44' East 4931 feet, more or less; thence North 50 feet; thence West 40 feet, more or less; thence North 28°16' East 2970 feet, more or less; thence West 128 feet; thence North 77°51'55" West 472.3 feet; thence South 22°32'26" West 187.51 feet; thence North 82°50'15" West 100 feet, more or less; thence South 10° East 120 feet; thence South 74°30' West 566.25 feet; thence North 46° West 125 feet to canal; thence South 43°44' West along said canal 543.75 feet; thence West 2838.72 feet to Jordan Irrigation Canal; thence South 7°45'30" East 384.77 feet; thence South 24°21' West 193.52 feet; thence South 53°43'30" West 315.17 feet; thence South 25°54' East 240.35 feet; thence South 37°05' West 163.32 feet; thence South 29°10'30" West 257.75 feet; thence South 48°55'30" West 377.07 feet; thence South 67°12'30" West 213.85 feet; thence North 32°34'30" West 167 feet; thence North 46°00'30" West 227.85 feet; thence North 73°36'30" West 660.57 feet; thence South 71°13'30" West

BK 7446 PG 2675

139.31 feet; thence South 12°01' West 366.08 feet;
thence South 77°11' East 718.74 feet; thence South
212.5 feet to beginning. 197.47 Acres.

TRACT 6: COM at Cen of SE 1/4 Sec 14 T 4S R 1W SL Mer E to W'ly
line of State Hwy Sw'ly alg sd line to a pt SE'ly fr
beg NW'ly to Beg less State Road. 5.96 Acres.

TRACT 7: COM AT NE Cor Sect 14 T 4S R 1W SL Mer S 11°21'20" W
1334.98 Ft S 82°50'15" E 572.82 Ft M or L S 10° E 120
Ft S 74°30' W 566.25 Ft N 46° W 125 Ft to Canal S
43°44' W alg sd Canal 543.75 Ft W 2838.72 Ft to Jordan
Irrigation Canal NE'17 alg sd Canal to Sec Line E
228.48 Rds to Beg. 145.42 acres.

TRACT 8: S 970 Ft of Lot 8 Sect 15 T 4S R 1W SL Mer & that part
of N 350 Ft of Lot 8 SD Sec lying E of East Jordan
Canal less RR & Canal. 23.09 acres.

TRACT 9: COM N 89°52'30" E 2222.9 Ft M or L FR NW COR Sec 13 T
4S R 1W SL Mer N 89°52'30" E 417.1 Ft M or L to N 1/4
Cor SD SEC 13 S 90 Ft M or L to W Line of RR ROFW S
42°34'30" W 500 Ft M or L SW'ly alg curve to left 428.9
Ft S 26°32'30" W 870.5 ft SW'ly alg curve to right
559.78 FT S 38°08'30" W 1316.24 ft M or L to E'ly line
of State Highway N 28.16' E alg sd Hwy 3514.77 Ft M or
L to Beg less Tract deeded to State Road Cor.m. 9.22
acres.

LESS AND EXCEPTING:

The real property in the County of Salt Lake, State of Utah,
described as follows:

PARCEL NO. 1

A part of the North 80 rods of Section 23, T.4S., R.1W,
S.L.B.&M. described as:
Beginning at a point which is S.0°01'E. 443.74 feet along
the section line from the NW corner of Section 23, T.4S, R.1W,
S.L.B.&M.; and running thence N.83°55'45"E. 531.04 feet; thence
S.56°07'E. 1208.60 feet; thence South 250.00 feet to the South
line of Grantor's property; thence S.89°51'45"W. along said South
line 1531.17 feet to the section line; thence N.0°01W. 871.31
feet to the point of beginning.

BK 7446 PG 2676

EXHIBIT "B"

The real property in the County of Salt Lake, State of Utah, described as follows:

PARCEL NO. 1

A part of the North 80 rods of Section 23, T.4S., R.1W., S.L.B.&M. described as:

Beginning at a point which is S.0°01'E. 443.74 feet along the section line from the NW corner of Section 23, T.4S., R.1W., S.L.B.&M.; and running thence N.83°55'45"E. 531.04 feet; thence S.56°07'E. 1208.60 feet; thence South 250.00 feet to the South line of Grantor's property; thence S.09°51'45"W. along said South line 1531.17 feet to the section line; thence N.0°01W. 871.31 feet to the point of beginning.

PARCEL NO. 2

A part of Lots 1 & 4 of Section 22, T.4S., R.1W., S.L.B.&M. described as:

Beginning at a point which is S.0°01'E. 443.74 feet along the section line from the N.E. corner of Section 22, T.4S., R.1W., S.L.B.&M.; and running thence S.0°01'E. 986.36 feet to the North line of the United States of America parcel; thence West 100 feet; thence South 900 feet; thence West 170 feet to the Jordan River; thence Northerly along the Jordan River to the North line of said Section 22; thence East 715 feet to a point which is West 308.27 feet from said N.E. section corner; thence S.13°13'12"E. 66.42 feet; thence N.74°10'E. 236.92 feet; thence East 68.19 feet; thence S.4°16'27"W. 226.68 feet; thence S.14°49'17"W. 242.34 feet; thence N.83°55'45"E. 156.86 feet to the point of beginning.

PARCEL NO. 3

That part of the S.E. 1/4 of the N.E. 1/4 of Section 22, T.4S., R.1W., S.L.B.&M., lying between the Utah and Salt Lake Canal and the Jordan River.

PARCEL NO. 4

That part of the South 970 feet of Lot 8, Section 15, T.4S., R.1W., S.L.B.&M., lying West of line parallel to and 41.50 feet East of the centerline of the East Jordan Canal.

LESS AND EXCEPTING:

Any matters of record or which could be ascertained by physical inspection or survey, including but not limited to, boundary disputes, claims and encroachments, railroad rights-of-way and easements for canals.

SK / 446FC2677

PARCEL NO. 2

A part of Lots 1 & 4 of Section 22, T.4S., R.1W., S.L.B.&M. described as:

Beginning at a point which is S.0°01'E. 443.74 feet along the section line from the N.E. corner of Section 22, T.4S., R1W, S.L.B.&M; and running thence S.0°01'E. 986.36 feet to the North line of the United States of America parcel; thence West 100 feet; thence South 900 feet; thence West 170 feet to the Jordan River; thence Northerly along the Jordan River to the North line of said Section 22; thence East 715 feet to a point which is West 388.27 feet from said N.E. section corner; thence S.13°13'12"E. 66.42 feet; thence N.74°10'E. 236.92 feet; thence East 68.19 feet; thence S.4°16'27"W. 226.68 feet; thence S.14°49'17"W. 242.34 feet; thence N.83°55'45"E. 156.86 feet to the point of beginning.

PARCEL NO. 3

That part of the S.E. 1/4 of the N.E. 1/4 of Section 22, T.4S., R.1W, S.L.B.&M., lying between the Utah and Salt Lake Canal and the Jordan River.

PARCEL NO. 4

That part of the South 970 feet of Lot 8, Section 15, T.4S, R.1W., S.L.B.&M., lying West of line parallel to and 41.50 feet East of the centerline of the East Jordan Canal.

6409430
07/18/96 4:41 PM 43-00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
REC BY: D GRAY , DEPUTY - WI

BK7446192680