

8081290

12/15/2001 11:19 AM 8081290 22.00  
12/05/2001 11:19 AM 8081290  
Book 8536 PG 6906-6912  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
FOUNDERS TITLE  
BY: KLB, DEPUTY - WI 7 P.  
Book 8536 PG 6906-6912

WHEN RECORDED RETURN TO:  
GIBSON DUNN & CRUTCHER  
200 Park Avenue  
New York, NY 10166  
Attn: Richard Ross, Esq.

**MEMORANDUM OF CO-OCCUPANCY AGREEMENT**  
(Point of the Mountain)

This Memorandum of Co-Occupancy Agreement (this "Memorandum") is made as of the 30<sup>th</sup> day of March, 2001, by and between **STAKER PAVING AND CONSTRUCTION COMPANY INC.** ("Staker"), a Utah corporation, and **MONROC, INC.** ("Monroc"), a Delaware corporation.

WITNESSETH:

That in consideration of the mutual covenants contained in the Co-Occupancy Agreement, dated as of the date hereof, between Staker and Monroc (the "Co-Occupancy Agreement"), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Staker and Monroc do hereby covenant, promise, and agree as follows:

1. The Premises. Staker is the Lessee pursuant to that certain Combined Lease, as defined and referred to in that certain Memorandum of Combined Lease intended to be recorded concurrently herewith and affecting certain premises located in the Counties of Salt Lake and Utah, State of Utah, more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Premises"). Staker does irrevocably grant, assign, convey and transfer to Staker and Monroc the exclusive right to use, possess, occupy and enjoy as co-occupants the Premises under and pursuant to the Co-Occupancy Agreement, and the terms of the Combined Lease.

2. Term. The term of the Co-Occupancy Agreement is equal to what would have been the unexpired term of the Lease (the "Term").

3. Effect of Memorandum. The sole purpose of this instrument is to give notice of the Co-Occupancy Agreement and its terms, covenants and conditions to the same extent as if the Co-Occupancy Agreement were fully set forth herein. This Memorandum shall not modify in any manner the terms, conditions or intent of the Co-Occupancy Agreement and the parties agree that this Memorandum is not intended nor shall it be used to interpret the Co-Occupancy Agreement or determine the intent of the parties under the Co-Occupancy Agreement.


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4. Defined Terms. The defined terms used herein with their initial letters capitalized which are specially defined in the Co-Occupancy Agreement shall have the same meanings herein as are set forth in the Co-Occupancy Agreement.

*(Signatures and Acknowledgments on the following pages)*

**MONROC, INC.,**  
a Delaware corporation



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Rowan Smith, Vice President

BK8536PG6908

STATE OF NEW YORK

COUNTY OF NEW YORK

On the 30th day of March 2001, personally appeared before me Rowan Smith, who being duly sworn, did say that he is the Vice President of MONROC, INC., a Delaware corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Rowan Smith acknowledged to me that said corporation executed the same.

[SEAL]

  
Notary Public

KATHIE SIRKIN  
Notary Public, State of New York  
No. 01SI4969346  
Qualified in New York County  
Commission Expires July 18, 2002

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

**STAKER PAVING AND CONSTRUCTION  
INC.**

By: *Lloyd LeFevre*  
Its: Vice President

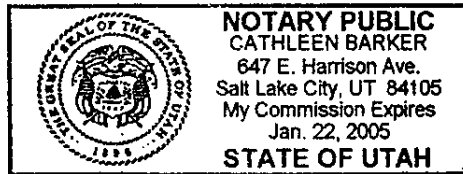
STATE OF UTAH  
COUNTY OF DAVIS

On the 30<sup>th</sup> day of March, 2001, personally appeared before me Lloyd LeFevre who being duly sworn, did say that he is the Vice President of **STAKER PAVING AND CONSTRUCTION INC.**, a corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Lloyd LeFevre acknowledged to me that said corporation executed the same.

*Cathleen Barker*  
Notary Public

My commission expires:

*January 22, 2005*



Document4

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**EXHIBIT A**

N SEC 343576.2  
960000-250 04/01/01  
N SEC 343576 v3  
013513-00084 03/21/2001

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**SITE 47- Point of the Mountain**

Parcel 1:

BEGINNING at a point 860 feet West 660 feet South of the Northeast corner of Section 23, Township 4 South, Range 1 West, Salt Lake Base and Meridian; which point was on the East boundary of the Los Angeles and Salt Lake Railroad Right of Way as the same existed in 1972 and prior to its relocation by the Utah State Road Commission for construction of a freeway known as Project 15-6, and the point of intersection of said railroad right of way with the North boundary line of the G and G Realty, Inc. property in 1972, and running thence along the North boundary of 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 said Los Angeles and Salt Lake Railroad Right of Way; thence Southwesterly along the curve on the East boundary of said railroad right of way 400 feet, more or less, to the point of BEGINNING.

EXCEPTING THEREFROM that portion thereof now owned by the Utah State Road Commission as described in the final order of condemnation in the Third District Court in and for Salt Lake County, State of Utah, recorded January 25, 1974, as Entry No. 2596469, in Book 3505, at page 338, of Official Records.

For informational purposes only: Tax Sidwell No. 33-23-200-002.