

Prepared by:
Susan Elliott Rich
Baker Donelson Bearman & Caldwell, P.C.
1800 Republic Centre
633 Chestnut Street
Chattanooga, Tennessee 37450-1800

ENT 65069:2002 PG 1 of 65
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2002 Jun 10 1:51 pm FEE 138.00 BY SB
RECORDED FOR FOUNDERS TITLE

8260546

Because this Assignment and Assumption Agreement has been authorized pursuant to or in contemplation of an Order of the United States Bankruptcy Court for the District of Nevada (the "Sale Order" defined hereinbelow), relating to a plan of reorganization of the Assignor, it is exempt from transfer taxes, stamp taxes or similar taxes pursuant to 11 U.S.C. § 1146(c), and is further exempt as a document which the State, the City and the County are prohibited from taxing under the Constitution and statutes of the United States.

ASSIGNMENT AND ASSUMPTION AGREEMENT
(Site Number: #47, Point of the Mountain #1, Draper, Utah)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("**Assignment**") is made and entered into as of the 29th day of May, 2002 (the "**Effective Date**"), by and among **MONROC, INC.**, a Delaware corporation ("**Assignor**" and/or "**Lessee**") and **STAKER & PARSON COMPANIES**, a Utah corporation ("**Assignee**").

WITNESSETH:

WHEREAS, by that certain Lease dated March 30, 2001, entered into between Jack B. Parson Companies ("**Parson**") and Lessee as lessor and by that certain Co-Occupancy Agreement dated March 30, 2001 entered into between Staker Paving and Construction Company, Inc. ("**Staker**") and Lessee and by that certain Easement and License Agreement dated March 30, 2001 entered into between Parson and Lessee (said agreements, leases, and all extensions, amendments, addenda, short form leases, memoranda of leases and amendments thereto, and other such documents related thereto described in these recitals being herein collectively called the "**Lease**"), Parson and/or Staker conveyed to Assignor certain rights to certain premises and personal property (the "**Premises**") located in Salt Lake County, Utah ("**State**"), as more fully described in Exhibit A; and

WHEREAS, on March 11, 2002, U.S. Aggregates, Inc., a Delaware corporation, together with certain of its subsidiaries and affiliates, including Assignor (collectively, the "**Debtors**"), filed a voluntary petition under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§101 *et seq.*, in the United States Bankruptcy Court for the District of Nevada (the "**Court**");

WHEREAS, the Debtors, Oldcastle Materials, Inc., a Delaware corporation, Oldcastle MMG, Inc., a Utah corporation and Oldcastle Materials Southeast, Inc., a Delaware corporation (collectively, "**Oldcastle**") entered into that certain Agreement of Purchase and Sale of Assets, dated as of March 8, 2002, as amended (the "**Oldcastle Purchase Agreement**"), pursuant to

F56969

which Oldcastle agreed to purchase substantially all of the assets of the Debtors on the terms and conditions set forth in the Oldcastle Purchase Agreement;

WHEREAS, on May 23, 2002, the Court entered that certain Order in Case No. BK-N-02-50656-GWZ through Case No. BK-N-02-50675-GWZ (the "**Sale Order**") under 11 U.S.C. §§ 105(a), 363, 365 and 1146(c) and Fed. R. Bankr. P. 2002, 6004, 6006 and 9014 approving the Oldcastle Purchase Agreement and authorizing and directing the sale of substantially all the assets of the Debtors to Oldcastle;

WHEREAS, Assignor wishes to assign all of its right, title and interest in the Lease and the Premises to Assignee, and Assignee wishes to accept and assume the same on the terms and conditions set forth in the Sale Order and, to the extent not inconsistent with the Sale Order, the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the premises and Ten and 00/100 Dollars (\$10.00) in hand paid by each party to the other, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Transfer. Assignor, as of the Effective Date, hereby transfers, assigns, conveys and sets over to Assignee all of its right, title and interest in and to the Lease and the Premises, including without limitation, the Security Deposit (defined below). Assignee hereby accepts the assignment made hereunder by Assignor and, subject to the provisions of the sale Order and Paragraph 2, Assignee assumes all of Assignor's obligations under the Lease which first arise and accrue from and after the Effective Date and Assignee hereby agrees to indemnify and hold harmless Assignor therefrom. Assignor shall remain solely liable and responsible for all obligations and liabilities under the Lease and with respect to the Premises first arising and accruing prior to the Effective Date. Notwithstanding the foregoing, the Lease and the Premises described herein are conveyed to the Assignee free and clear of all mortgages, security interests, conditional sale or other title retention agreements, pledges, liens, judgments, demands, encumbrances, easements, rights, encroachments, equities, imperfections of title, leases, licenses, shares, covenants, purchase or sale options, conditions, restrictions or charges of any kind or nature, if any, including, but not limited to, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership including all "interests" in the Lease and the Premises held by third parties within the meaning of Section 363(f) of the Bankruptcy Code, subject only to the limitations, restrictions and encumbrances set forth on Exhibit B.

2. Warranties of Assignor. Assignor represents and warrants to Assignee that:

(a) Assignor's rights, titles and interests in the Lease are free and clear of all liens and encumbrances.

(b) Assignor has not made any assignment, transfer, pledge, mortgage or encumbrance of the Lease or any of its rights under the Lease to any other person or entity, which assignment remains outstanding.

(c) Assignor has fully performed all of its obligations under the Lease. There are no currently existing disputes, causes of action, lawsuits, suits in equity, controversies, defaults or breaches concerning the Lease ("**Disputes**"), nor any prior Disputes which have not been completely settled, satisfied and discharged and fully performed. There does not exist any state of facts or circumstances that with the giving of notice or passage of time or both could become a breach or default under the Lease.

(d) All rentals and other sums provided in the Lease relating to any date or period of time prior to the date of this Assignment have been paid in full.

(e) There are no unsatisfied judgments, decrees or awards in existence against Assignor with respect to the Lease, and there are no actions, suits or proceedings pending or threatened against or affecting Assignor's interest in the Lease or the Premises.

(f) A true and correct copy of the Lease is attached hereto as Exhibit C. The Lease is in full force and effect and has not been altered, amended or modified in any respect..

(g) The current term of the 3/30/01 Lease began on March 30, 2001 and ends on the date immediately preceding the 99th anniversary date of the effective date. The rent/royalty currently paid under the 3/30/01 Lease is \$1.00 per year, which has already been prepaid in the amount of \$100.00. The current term of the Co-Occupancy Agreement began on March 30, 2001 and ends on the same date as the 3/30/01 Lease. The rent/royalty currently paid under the Co-Occupancy Agreement is \$-0-. The current term of the License Agreement began on the same date as the 3/30/01 Lease and ends on the same date as the 3/30/01 Lease. The rent/royalty currently paid under the License Agreement is \$-0-. There is no Security Deposit.

(h) Assignor has no defenses, set-offs or counterclaims to the payment of rent or any other amounts due under the Lease or respecting any other obligation under the Lease.

(i) Assignor has no knowledge of any assignment by Parson or Staker of any interest in the Lease.

(j) Assignor is the only party in possession of the Premises and Assignor has not subleased the Premises.

(k) Assignor warrants that it is the owner of all leasehold improvements and hereby assigns, transfer and conveys all right, title and interest therein to Assignee, free and clear of all liens and encumbrances.

3. Miscellaneous.

(a) Because this Assignment has been authorized pursuant to the Sale Order and the conveyance made pursuant to this Assignment is a step in the formulation or

anticipation of the formulation of a Chapter 11 plan for the Assignor, it is exempt from transfer taxes, stamp taxes or similar taxes pursuant to 11 U.S.C. §1146(c).

(b) In the event of any inconsistencies between the terms and conditions of this Assignment and the terms and conditions set forth in the Sale Order, the Sale Order shall control.

(c) This Assignment shall be construed in accordance with and governed by the internal laws of the State without reference to principles of conflict of laws.

(d) This Assignment shall be binding upon and inure to the benefit of the parties hereto and their heirs, legal representatives, successors and assigns.

(e) This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which, when taken together, will constitute one and the same agreement. This Assignment may be signed by facsimile, with any facsimile signature to be deemed equally binding as an original signature.

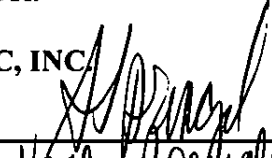
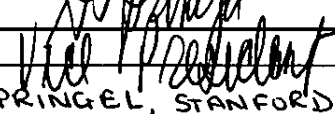
(f) Each party hereto represents to each of the others that such party has full power and authority to enter into and perform this Assignment, and that the delivery and performance of this Assignment has been duly authorized by all necessary action.

[Signatures on following page]

IN WITNESS WHEREOF, Assignor and Assignee have each, individually or by their respective authorized agent(s), executed this Assignment and Assumption Agreement on the date first above written.

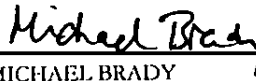
ASSIGNOR:

MONROC, INC.

By: 
Its: 
SPRINGEL, STANFORD

ASSIGNEE:

STAKER & PARSON COMPANIES

By: 
Its: MICHAEL BRADY
Authorized Representative

STATE OF NEW YORK)
):
COUNTY OF NEW YORK)

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I, the undersigned, a notary public in and for said county in said state, hereby certify that Stan Springel, whose name as Vice President of **MONROC, INC.**, a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 29th day of May, 2002.

CHRISTINE DADDONA
Notary Public, State of New York
No. 01DA605077
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires: 11/13/02

Christine Daddona
Notary Public, Nassau County, New York

My commission expires: 11/13/02

[NOTARIAL SEAL]

STATE OF NEW YORK)
):
COUNTY OF NEW YORK)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Michael Brady, whose name as Authorized Representative of **STAKER & PARSON COMPANIES**, a Utah corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 30th day of May, 2002.

CHRISTINE DADDONA
Notary Public, State of New York
No. 01DA605077
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires 11/13/2002

Christine Daddona
Notary Public, Nassau County, New York

My commission expires: 11/13/02

[NOTARIAL SEAL]

EXHIBIT A

(Site Number: #47, Point of the Mountain #1, Draper, Utah)

Legal Description

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 G 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

Parcel 2:

Commencing at the Southeast corner of the Northeast quarter of the Northeast quarter of Section 23, Township 4 South, Range 1 West, Salt Lake Meridian; and running thence South 89°34' West 743.77 feet; thence North 14°02'01" East 624.30 feet; thence South 89°34' East 630.92 feet; thence South 0°17' East 600 feet to Beginning.

Subject to a right of way 100 feet wide to the East of and parallel to the Union Pacific Tracks from a roadway which crosses said tracks to the property owned by Evan W. Hansen and Geneva B. Hansen, which adjoins the hereinabove described property on the North. The property covered by this deed shall be subject also to any existing right of way in favor of the owner of the property to the South and West of that which is hereinabove described.

The following is shown for informational purposes only: Tax Sidwell No. 33-23-200-003

Parcel 3:

Commencing at the Northeast corner of the Southeast quarter of the Northeast quarter of Section 23, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence South 89°34' West 743.77 feet; thence South 8°09'40" West 302.04 feet; thence North 89°34' East 781.56 feet; thence North 0°17' West 300 feet to Beginning.

The following is shown for information purposes only: Tax Sidwell No. 33-23-004

Parcel 4:

The Southeast quarter of the Northwest quarter, and the South one-half of the Northeast quarter of the Northwest quarter; and the South one-half of the Northwest quarter of the

Northwest quarter of Section 24, Township 4 South, Range 1 West, Salt Lake Meridian, in Salt Lake County.

Subject to a right of way 100 feet wide to the East of and parallel of the Union Pacific tracks from a roadway which crosses said tracks to the property owned by Evan W. Hansen and Geneva B. Hansen, which adjoins the hereinabove described property on the North. The property covered by this deed shall be subject also to an existing right of way in favor of the owner of the property to the South and West of that which is hereinabove described.

The following is shown for informational purposes only: Tax Sidwell No. 33-24-200-003 and Utah County Tax Parcel No. 58-001-0003.

Parcel 5:

The Southwest quarter of the Northwest quarter of Section 24, Township 4 South, Range 1 West, Salt Lake Meridian.

Less and Excepting the following described property:

Beginning at a point which lies North 32.98 feet and East 32.90 feet from the Southwest corner of said Section 13; and running thence North 0°10'30" West 1800.00 feet along the East line of 5600 West Street; thence South 89°58'30" East 1070.00 feet; thence South 9°00'43" East 1822.61 feet (Southeasterly 1801.78 feet - record) to a point on the North line of 6200 South Street; thence North 89°58'30" West 1350.00 feet along said North line to the point of beginning.

The following is shown for informational purposes only: Tax Sidwell No. 33-24-200-004

EXHIBIT B

(Site Number: #47, Point of the Mountain #1, Draper, Utah)

Permitted Encumbrances

1.	Taxes for the year 2002 and subsequent years, which are a lien, but are not yet due and payable.
2.	Said property is included within the boundaries of Draper City, and is subject to the charges and assessments thereof. (Charges are current).
3.	Said property is included within the boundaries of Draper Irrigation, and is subject to the charges and assessments thereof. (Charges are current)
4.	<p>EASEMENT AND CONDITIONS CONTAINED THEREIN: Grantee: UTAH POWER AND LIGHT COMPANY Location: Beginning on Grantor's land at a point 130 feet North and 1250 feet East, more or less, from the West Quarter corner of Section 24, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 33°05' West 170 feet, more or less, to the South boundary line of said land and being in the Southwest Quarter of the Northwest Quarter of said Section 24.</p> <p>Purpose: To construct, operate, maintain and repair electric transmission and/or distribution system, under, upon and across the above. Recorded: April 1, 1954 Entry No.: 1366607 Book/Page: 1076/66 (Affects Parcel 5) (Affects Salt Lake County Property)</p>
5.	<p>EASEMENT AND CONDITIONS CONTAINED THEREIN: Grantee: UTAH POWER AND LIGHT COMPANY Location: A tract of land 50 feet in width, being 25 feet on each side of the following described center line:</p> <p>Beginning on a Northwesterly boundary fence of the Grantor's land at a point 1335 feet North and 135 feet East, more or less, from the Southwest corner of Section 13, Township 4 South, Range 1 West, Salt Lake Meridian; thence South 37°44' East 3252.1 feet thence South 55°12' East 155 feet, more or less, to the South boundary line of said land and being in the Southwest Quarter of the Southwest Quarter of said Section 13, and the Northwest Quarter of the Northwest Quarter.</p> <p>ALSO beginning on the West boundary line of the Grantor's land at a point 1360 feet South and 1320 feet East, more or less, from the Northwest corner of Section 24, Township 4 South, Range West, Salt Lake Meridian; and</p>

	<p>running thence South 55°12' East 630 feet, more or less, to the Salt Lake County boundary line and being in the Southeast Quarter of the Northwest Quarter of said Section 24. Purpose: To construct, operate, maintain and repair electric transmission and/or distribution system, under, upon and across the above.</p> <p>Recorded: March 6, 1957 Entry No.: 1528451 Book/Page: 1394/523. (Affects Parcels 4 and 5) (Affects Salt Lake County Property)</p>
<p>6.</p>	<p>EASEMENT AND CONDITIONS CONTAINED THEREIN: Grantee: UTAH POWER AND LIGHT COMPANY Location: A tract of land 50 feet in width, being 25 feet on each side of the following described center line: Beginning at a point on the East boundary line of the Grantor's land which point is 1360 feet South and 1320 feet East, more or less, from the Northwest corner of Section 24, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 55°12' West 60 feet, more or less, to the North boundary line of said Grantor's land and being in the Southwest Quarter of the Northwest Quarter of said Section 24. Purpose: To construct, operate, maintain and repair electric transmission and/or distribution system. under. upon and across the above. Recorded: April 4, 1957 Entry No.: 1533075 Book/Page: 1402/505. (Affects Parcels 4 and 5) (Affects Salt Lake County Property)</p>
<p>7.</p>	<p>EASEMENT AND CONDITIONS CONTAINED THEREIN: Grantee: MOUNTAIN FUEL SUPPLY COMPANY Location: Beginning at a point on the Southeast Right of Way line of the Union Pacific Railroad, said point being North 1849.85 feet and East 491.03 feet from the Southwest corner of said Section 13; thence South 40°45'30" East 3985 feet; thence South 42°44'00" East 858 feet; thence South 46°13'00" East 410 feet to the East line of Grantor's property. Purpose: To lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities through and across the above. Recorded: August 29, 1962 Entry No.: 1866011 Book/Page: 1958/61 (Affects Salt Lake County Property)</p>
<p>8.</p>	<p>Reservations contained in that Warranty Deed wherein Orrin V. Hansen and Eanne W. Hansen, husband and wife, and Evan W. Hansen and Geneva B. Hansen, husband and wife, appear as Grantors and G & G Realty Inc., a corporation, appears as Grantee, recorded April 17, 1967, as Entry No. 2195406 in Book 2545, at Page 392, which recites as follows: "The Grantors do hereby reserve a right of way 100 feet wide to the East of</p>

	<p>and parallel to the Union Pacific tracks from a roadway which crosses said tracks to the property owned by said Grantors which adjoins the hereinabove described property on the North. The property covered by this Deed shall be subject also to any existing right of way in favor of the owner of the property to the South and West of that which is hereinabove described.” (Affects Parcels 2 and 4) (Affects Salt Lake County Property)</p>
9.	<p><u>Agreement</u> dated February 9, 1971, by and between LOS ANGELES and SALT LAKE RAILROAD COMPANY, a Corporation of the State of Utah and its Lessee UNION PACIFIC RAILROAD COMPANY, a Corporation of the State of Utah, and KENNETH F. WHITE, concerning access to the property owned by KENNETH F. WHITE from the railroad company right of way. Said Agreement was recorded June 23, 1971, as Entry No. 2392944, in Book 2971, at page 659, of Official Records. (Affects Parcel 1).</p> <p><u>Assignment</u> dated November 11, 1977, by and between KENNETH F. WHITE and MICHELLE E. WHITE, husband and wife, as Assignors and MONROC, a Utah General Partnership, as Assignee all of their right, title, interest and equity in, to and under that road crossing agreement described above. Said Assignment was recorded December 2, 1977, as Entry NO. 3032864, in Book 4589, at page 812, of Official Records.</p>
10.	<p><u>Agreement</u> dated February 9, 1971, by and between LOS ANGELES and SALT LAKE RAILROAD COMPANY, a Corporation of the State of Utah, and its lessee UNION PACIFIC RAILROAD COMPANY, a Corporation of the State of Utah, and EVAN HANSEN and O. V. HANSEN, concerning access to the property owned by EVAN HANSEN and O. V. HANSEN from the railroad company right of way. Said Agreement recorded June 23, 1971, as Entry No. 2392945, in Book 2971, at page 666, of Official Records.</p>
11.	<p>The effect of that certain <u>Mineral Deed</u> executed by UNION PACIFIC RAILROAD COMPANY, a Utah Corporation, Grantor in favor of UNION PACIFIC LAND RESOURCES CORPORATION, a Utah Corporation, dated April 1, 1971, and recorded June 21, 1975, as Entry No. 2726878, in Book 3919, at page 157, of Official Records.</p>
12.	<p>EASEMENT AND CONDITIONS CONTAINED THEREIN:</p> <p>Grantee: UTAH POWER AND LIGHT COMPANY Location: BEGINNING on the North boundary line of the Grantor's land at a point 260 feet South and 495 feet West, more or less, from the Northeast corner of Section 23, Township 4 South, Range 1 West, Salt Lake Meridian; and running thence South 19' 22' West 75 feet, more or less, on said land, being in the Northeast quarter of the Northeast quarter of said Section 23.</p>

	<p>Purpose: To construct, operate, maintain and repair electric transmission and/or distribution system, under, upon and across the above. Recorded: November 1, 1982 Entry No.: 3725479 Book/Page: 5416/2812</p>
<p>13.</p>	<p>Limitations to access based on the terms and conditions of agreements providing for private access, necessitated by the subject property not abutting a public dedicated highway. (Affects Salt Lake County Property)</p>
<p>14.</p>	<p>EASEMENT AND CONDITIONS CONTAINED THEREIN:</p> <p>Grantor: MONROC INCORPORATED Grantee: PACIFICORP, an Oregon Corporation</p> <p>Location: BEGINNING at the Northwest corner of the Grantor's land at a point 256 feet South and 585 feet West, more or less, from the Northeast corner of Section 23, Township 4 South, Range 1 West, Salt Lake Meridian; thence South 19' 47' West 62.9 feet, more or less, along the Westerly boundary line of said land, said Westerly boundary line also being the Easterly right of way lie of the Union Pacific Railroad Company; thence along a line which is parallel to and 75 feet perpendicular distant Southerly and Southwesterly from the centerline of the proposed survey line North 89' 08' East 467.0 feet and south 52' 59' East 517.3 feet, more or less, to the East boundary line of said Grantor's land; thence North 125.2 feet, more or less, along said East boundary line; thence along a line which is parallel to and 25 feet perpendicular distant Northeasterly from the centerline of the proposed survey line North 52' 59' West 395.4 feet, more or less, to the North boundary line of said land; thence West 563.0 feet, more or less, along said North boundary to the point of beginning and being in the Northeast quarter of the Northeast quarter of said Section 23, and the Northwest quarter of the Northwest quarter of Section 24, Township and Range aforesaid. BEGINNING on the North boundary line of the Grantor's land at a point 648 feet South and 333 feet East, more or less, from the Northwest corner of Section 24, Township 4 South, Range 1 West, Salt Lake Meridian; thence along a line which is parallel to and 75 feet perpendicular distant Southwesterly and Southerly from the centerline of the proposed survey line the following two courses South 52' 59' East 82.6 feet and North 89' 44' East</p>

	<p>2211.2 feet, more or less; thence along a line which is parallel to and 25 feet perpendicular distant Southwesterly from the centerline of the proposed survey line South 41' 43' East 1065.4 feet, more or less, to the Southeasterly boundary line of said land; thence North 51' 43' East 50.1 feet, more or less, along said Southeasterly boundary line; thence along a line which is parallel to and 25 feet perpendicularly distant Northeasterly and Northerly from the centerline of the proposed survey line North 41' 43' West 1157.7 feet and South 89' 44' West 97.6 feet, more or less, to a Northwesterly boundary line of said Grantor's land; thence South 27' 04' West 56.3 feet, more or less, to a Southeast corner of said land; thence along a line which is parallel to and 25 feet South from the centerline of the proposed survey line South 89' 44' West 2131.8 feet, more or less, along said South boundary line to the point of beginning and being in the North one-half of the Northwest quarter and the West one-half of the Northeast quarter of said Section 24, in Salt Lake and Utah Counties.</p> <p>Purpose: To construct, operate, maintain and repair electric transmission and/or distribution system, under, upon and across the above.</p> <p>Dated: July 13, 2000 Recorded: February 5, 2001 Entry No.: 7813501 Book/Page: 8421/4973</p>
15.	<p>UNRECORDED LEASE Lessor: Monroc, Inc. Lessee: Jack B. Parson Companies Term: Commencing on March 30, 2001 and shall terminate on March 20, 2100 Dated: March 30, 2001 Disclosed by: Memorandum of Lease Agreement recorded April 12, 2001, as Entry No. 7868598, in Book 8445, at Page 1898, of Official Records</p>
16.	<p>Any rights, interests, or claims which may exist or arise by reason of facts shown on the survey plat entitled "Utah Gravel, Draper, Utah", dated March 28, 2001, prepared by International Land Services, Inc., Bradley D. Daley LS no. 259684.</p>
17.	<p>UNRECORDED LEASE Lessor: Monroc, Inc. Lessee: Jack B. Parson Companies Term: Commencing on March 30, 2001 and shall terminate on March 20,</p>

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	<p>2100 Dated: March 30, 2001 Disclosed by: Memorandum of Lease Agreement, recorded April 12, 2001, as Entry No. 7868598 in Book 8445, at Page 1898. of Official Records. (Affects Salt Lake County Property)</p>
18.	<p><u>Agreement For License And Easement - Notice Of License And Easement</u> Dated: March 30, 2001 Recorded: April 16, 2001 Entry No.: 7870071 Book/Page: 8445/7159. (Affects Salt Lake County Property)</p>
19.	<p><u>Easement And License Agreement</u> Dated: March 30, 2001 Recorded: May 25, 2001 Entry No.: 7904952 Book/Page: 8461/178. (Affects Salt Lake County Property)</p>
20.	<p>MEMORANDUM OF CO-OCCUPANCY AGREEMENT Dated: March 30, 2001 Recorded: December 5, 2001 Entry No.: 8081290 Book/Page: 8536/6906</p>
21.	<p>Said property is included within the boundaries of an unincorporated area of Utah County, and is subject to the charges and assessments thereof. (Charges are current). (Affects Utah County property.)</p>
22.	<p>EASEMENT AND CONDITIONS CONTAINED THEREIN: Grantor: Hansen Lime & Stucco Company Grantee: UTAH POWER AND LIGHT COMPANY Location: "See document" Purpose: To construct, operate, maintain and repair electric transmission and/or distribution system, under, upon and across the above. Recorded: February 21, 1957 Entry No.: 2719 Book/Page: 738/18. (Affects Utah Property)</p>
23.	<p>EASEMENT AND CONDITIONS CONTAINED THEREIN: Grantor: Hansen Lime & Stucco Company Grantee: MOUNTAIN FUEL SUPPLY COMPANY Location: "See document" Purpose: To lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities through and across the above. Recorded: August 10, 1967 Entry No.: 10940 Book/Page: 912/436. (Affects Utah County Property)</p>
24.	<p>Terms and conditions of 100 feet right of way to Evan W. Hansen and Geneva B. Hansen, as set forth on Warranty Deed recorded September 20, 1977, as Entry No. 31163 in Book 1584, at Page 518 in the office of the Recorder, Utah County, Utah. (Affects Utah County Property)</p>
25.	<p>Declaration of Zoning Lot dated March 13, 1997, and recorded March 20, 1997, as Entry No. 20680 in Book 4219, at Page 408, in the office of the</p>

	Recorder, Utah County, Utah. (Affects Utah Property)
26.	Right of access to and from land, if any is not established of record.
27.	Any claims arising from the question of gaps or gores or overlaps between the legal description of the herein described property and those of surrounding parcels.

EXHIBIT C

(Site Number: #47, Point of the Mountain #1, Draper, Utah)

Lease

BK 8608 PG 0307

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") made and entered into as of the 30th day of March, 2001 (the "Effective Date") by and between MONROC, INC. ("Lessor"), a Delaware corporation, and JACK B. PARSON COMPANIES ("Lessee"), a Utah corporation;

WITNESSETH:

WHEREAS, Lessor is the fee simple owner of certain land located in Salt Lake County, Utah identified as Parcel 1 on the survey prepared by International Land Services, Inc. dated March 10, 2001 and entitled "Draper, Utah, Point of the Mountain" (the "Survey") as more particularly described in Exhibit A attached hereto and made a part hereof (the "Premises");

WHEREAS, Lessee owns that certain concrete batch plant and related facilities, buildings, equipment and machinery located on the Premises (the "Plant");

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, the Premises for Lessee's use in the operation of the Plant;

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained in this Lease and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Agreement to Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises. Lessee acknowledges and agrees that the scales, scale house and office building ("Scales Facilities") that are located on the Premises are the property of Lessor and that Lessor hereby retains the right to use them in connection with the Lessor's operations on land owned by Lessor that is adjacent to the Premises and identified as Parcels 2 and 3 on the Survey. Lessee shall also have the right to use the Scales Facilities (without change) in connection with the normal business operation of the Plant. Neither party shall interfere with the other party's use or operation of the Plant or Scales Facilities. At any time upon notice to Lessee, Lessor may move the scales and/or the scale house off the Premises, provided that the Lessor shall repair and restore the Premises to the condition it was in prior to the installation of the scales and the scale house, all at the lessor's sole cost and expense.

2. Term of Lease. The term of the Lease (the "Term") shall begin on the Effective Date. The Term shall end on the date immediately preceding the ninety-ninth (99th) anniversary of the Effective Date, unless extended or terminated as provided herein.

3. Rent. Lessee shall pay to Lessor as rent ("Rent") for the Premise during the Term an amount equal to One Dollar (\$1.00) per year or portion thereof. The parties acknowledge and agree that the Rent has been prepaid in full for the entire Term in the amount of One Hundred Dollars (\$100.00).

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4. Use of Premises. Lessee shall use the Premises for the operation of the Plant and related operations and activities (to the extent permitted by applicable laws, ordinances, regulations and permits), including without limitation, erection and operation of other ready mix plants, loading and parking facilities, and offices and no other purpose without the prior written consent of the Lessor which shall not be unreasonably withheld, conditioned or delayed.

5. Default; Remedies; Termination.

(a) Events of Default by Lessee or Lessor. The following events shall be deemed to be "Events of Default" by Lessee or Lessor under the Lease:

(i) Lessee or Lessor shall fail to comply with any material term, condition or covenant of the Lease, and shall not cure such failure within thirty (30) days after written notice thereof from the defaulting party to the non-defaulting party; provided that, if such failure cannot reasonably be cured within the said thirty (30) days, the defaulting party shall not be in default if it commences to cure such failure within said thirty (30) days and shall thereafter with reasonable diligence and good faith proceed to cure such failure.

(ii) Lessee or Lessor shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

(iii) Lessee or Lessor shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof; or any party shall be adjudged bankrupt or insolvent in proceedings filed against such party thereunder.

(iv) A receiver or trustee shall be appointed for all or substantially all of the assets of Lessee or Lessor.

(b) Remedies of Non-Defaulting Party Upon Default by the Other Party.

Upon the occurrence and continuance of any of such Event of Default, the non-defaulting party may, at its option: (i) perform any covenant, agreement or obligation on behalf of the defaulting party, and the defaulting party shall reimburse the non-defaulting party upon demand for all expenses incurred by the defaulting party in performing such obligation, together with interest thereon at the rate of twelve percent (12%) per annum from the date of advancement until the date of payment (or the highest maximum rate allowed by applicable law from time to time, whichever is less) ("Interest Rate"); (ii) collect damages from the defaulting party, with interest as aforesaid; (iii) seek specific performance of such covenant, agreement or obligation, and (iv) avail itself of any other rights, remedies or relief available under applicable law. Except in the case of a violation by Lessee of its obligations under Section 9 of this Lease for which Lessor cannot be compensated by the payment of money damages (i.e., Lessor has obtained a final, non-appealable money judgment against Lessee and Lessee has failed or refused to pay the same within thirty (30) days after the entry of such judgment and the service thereof on Lessee) and/or specific performance, the Lessor hereby irrevocably waives all rights to re-enter or re-possess the Premises or to terminate the Lease or interfere with Lessee's rights of use or possession of the Premises for Lessee's breach or default.

6. Intentionally Omitted

7. Intentionally Omitted.

8. Quiet Enjoyment. Lessor covenants that Lessee, upon performing all covenants, agreements, terms and conditions of the Lease on its part to be performed or complied with, shall quietly have and enjoy the Premises during the Term without hindrance or molestation by anyone.

9. 4- Hazardous Substances.

(a) Use of Hazardous Substances. For purposes of this Lease, the term "Hazardous Substances" shall mean asbestos, petroleum, crude oil or any fraction thereof or any other hazardous or toxic substance or material, as defined under any applicable federal, state or local statute, regulation, ordinance, order, action or policy or common law. The term "Environmental Laws" shall mean any present or hereafter existing applicable federal, state or local laws, statutes, regulations, rules, ordinances, licenses, permits, orders, approvals, plans and similar items, and all present judicial and administrative interpretations thereof, relating to the protection of human health or the environment. The term "Lessor Parties" shall mean Lessor and its affiliates from time to time, their agents, employees, contractors or any person or entity for which Lessor or its affiliates are responsible. The term "Lessee Parties" shall mean Lessee and its affiliates from time to time, their agents, employees, contractors, or any person or entity for which Lessee or its affiliates are responsible. Lessee shall not use any portion of the Plant or the Premises for the use, generation, treatment, storage or disposal of any Hazardous Substances except for the use and storage of such fuels, cleaning supplies and other supplies as are necessary and convenient for the operations of Lessee on the Premises and strictly in accordance with all Environmental Laws.

(b) Remediation Obligations. The Lessee shall at all times and in all material respects comply with all local, state, and federal laws, ordinances, rules, regulations, and orders now existing or hereafter enacted relating to occupational safety and health, industrial hygiene, environmental protection, or the use, analysis, generation, storage, handling, or disposal, or transportation of any Hazardous Substances, including, without limitation, those relating to discharge of effluent, materials, or wastes into or through any sanitary sewer serving the Premises. The Lessee shall at its own expense procure, maintain in effect and comply with all conditions of any and all permits, licenses, and other governmental and regulatory approvals required for the Lessee's operations on the Premises. The Lessee shall not dispose of any Hazardous Substances in, on, or under the Premises, and the Lessee not shall otherwise handle, treat, deal with, or otherwise use in, on or under the Premises any Hazardous Substances, except that the Lessee may handle, use and store such Hazardous Substances as the Lessee shall deem necessary or desirable in the exercise of its business judgment for the conduct of its operations on the Premises, provided that all such Hazardous Substances shall be handled, used and stored in compliance with all applicable laws. The Lessee will not install or cause to be installed on the Premises any storage tanks (above ground or underground) or other improvements for the storage or dispensing of petroleum products except in accordance with all applicable laws. All such storage tanks shall be registered and included within any leaking underground tank fund and shall be maintained and used in accordance with all applicable laws.

(c) Lessee shall not cause any Hazardous Substances to be spilled or released in, on, under or about the Plant, the Premises, or any part thereof and shall promptly, at Lessee's expense, take all investigatory or remedial action reasonably required, whether or not formally ordered or required by a governmental authority, for the cleanup of any contamination of, and for the maintenance, security and monitoring of, the Plant and the Premises that was caused by Lessee or any of the Lessee Parties, or pertaining to or involving any Hazardous Substance or storage tank brought onto the Plant or the Premises by or for Lessee or the Lessee Parties. Nothing herein contained shall require Lessee to take any remedial action for contamination (i) resulting from acts or omissions of owners or occupants of adjoining land of Lessor, (ii) which requires Lessee to enter upon or use the land of others, (iii) which affected the Plant or the Premises prior to the Effective Date, or (iv) which was or is caused or contributed to by any prior owners, users or occupants of the Premises or by the Lessor or any Lessor Parties (but only to the extent of their contribution). Lessor shall, at Lessor's expense, take all investigatory or remedial action reasonably required, for the cleanup of any contamination of the Plant or the Premises prior to the Effective Date or resulting from acts or omissions of Lessor or any Lessor Parties after the Effective Date.

10. Indemnification by Lessee. Lessee shall protect, defend, indemnify and hold Lessor and its affiliates, their officers, directors, shareholders, agents and employees, their successors and assigns, harmless from and against any and all claims, (including third-party claims), demands, actions, proceedings, losses, liabilities, judgments, fines, penalties and interest, costs, expenses and damages, including, without limitation, reasonable attorneys' fees (including in connection with enforcement of this indemnity) (collectively, "Liabilities") (i) caused by or resulting from the operations, acts or omissions of Lessee or any Lessee Parties on or about the Plant or the Premises during the Term, or (ii) related to the use, possession, release or disposal of any Hazardous Substances by Lessee or into the Plant, the Premises, or any adjoining property in violation of any Environmental Laws, and (iii) in each case, except to the extent any Liabilities are due to or caused by any act or omission of any prior owners, users or occupants of the Premises or by Lessor or any Lessor Parties, or are otherwise excluded from Lessee's responsibility hereunder (including, without limitation, any failure by Lessor (to the extent of its legal obligation to do so) to comply with any conditional use permit (or the obligations thereunder) issued with respect to the Premises prior to the Effective Date), or which are the subject of Lessor's indemnity of Lessee hereunder or the subject of any Lessor Parties' indemnity of any Lessee Parties under that certain Agreement for Purchase and Sale of Assets ("Asset Purchase Agreement") of even date by and among Lessor, Lessee and others. Such indemnification obligations of this Section 10 shall survive the expiration or any termination of this Lease.

11. Indemnification by Lessor. Lessor shall protect, defend, indemnify and hold Lessee and its affiliates, their officers, directors, shareholders, agents and employees, their successors and assigns, harmless from and against all Liabilities (i) caused by or resulting from the operations, acts or omissions of Lessor or any Lessor Parties or any prior owner or occupant on or of the Plant or the Premises, occurring after the Effective Date, including any violation of any conditional use permit or other applicable law, or (ii) the violation of any Environmental Laws on the Plant or the Premises occurring after the Effective Date, to the extent caused by any operations, acts or omissions of Lessor or any Lessor Parties, and (iii) in each case, except to the

extent any such Liabilities are due to or caused by any act or omission of Lessee or any Lessee Parties or are otherwise excluded from Lessor's responsibility hereunder (including, without limitation, any failure by Lessee (to the extent of its legal obligation to do so) to comply with any conditional use permit (or the obligations thereunder) issued with respect to the Premises) or which are the subject of Lessee's indemnity of Lessor hereunder. The foregoing provisions of this Section 11 shall not limit any warranty or indemnity given by any Lessor Parties pursuant to the Asset Purchase Agreement. Such indemnification obligations of this Section 11 shall survive the expiration or any termination of this Lease Agreement.

12. Intentionally Omitted.

13. Easements.

(a) During the Term, Lessor hereby grants and conveys to Lessee the non-exclusive rights and easements of vehicular and pedestrian ingress, egress and access to and from the Premises over, across, under and through all access ways, driveways, curb-cuts, parking areas, roads, highways, rights of way and thoroughfares now located or, if there is no current location, hereafter located by Lessor on Parcels 2 and/or 3 (as shown on the Survey) to and from Highway I-15, as reasonably determined to provide the most direct but cost effective access from Parcels 2 and 3 (as shown on such Survey) to and through Parcels 2 and 3, to and from Parcel 1 (as shown on such Survey), together with the right (but not the obligation) to improve, surface and re-surface, grade and maintain the same (including installation and repair of utilities therein) (collectively, the "Lessee Access Rights"). Notwithstanding the foregoing, the Lessee agrees that it will not use the Lessee Access Rights so long as it has free and unrestricted access to and from Highway I-15 to and through Parcel 1 that is adequate for its normal business operations on the Premises (other than such use as may be required to keep such Access Rights in full force and effect). The parties acknowledge and agree that Lessee's right to use such Lessee Access Rights shall terminate one hundred eighty (180) days following the termination of the Lease.

(b) Lessee hereby grants and conveys to Lessor the non-exclusive rights and easements of vehicular and pedestrian ingress, egress and access to and from the Lessor's property adjacent to the Premises and the Lessor's Office located on the Premises, over, across, under and through all access ways, driveways, curb-cuts, parking areas, roads, highways, rights of way and thoroughfares now located on the Premises from Highway I-15 to and through Parcel 1 as of the date hereof, together with the right (but not the obligation) to improve, surface and re-surface, grade and maintain the same (including installation and repair of utilities therein).

(c) Lessee also hereby grants and conveys to Lessor the non-exclusive rights and easements of vehicular and pedestrian ingress, egress, use of and access to and from Highway I-15 through Parcel 1 to Parcels 2 or 3 and to or from the scales and scale house located on Parcel 1 and the access ways, driveways, roads thereto located on the Premises as of the date hereof, together with the right (but not the obligation) to improve and maintain the same (together with the rights in Section 13(a), the "Lessor Access Rights").

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(d) Each party shall use their respective Lessor and Lessee Access Rights so as not to interfere with, impede or obstruct the Lessee's use and operation of Parcel 1 or Lessor's use and operation of Parcels 2 and 3.

14. Condemnation.

(a) The term "condemn" (or "condemnation" or "condemned" as the case may be) as used in this Lease shall mean the exercise of the power of eminent domain by any person, entity, body, agency or authority, or private purchase in lieu of eminent domain, and the date of condemnation shall mean the day on which the actual physical taking of possession pursuant to the exercise of said power of eminent domain, or private purchase in lieu thereof, occurs, or the date of settlement or compromise of the claim of the parties thereto during the pendency of said power, whichever first occurs.

(b) If the Premises are condemned (including any Lessee Access Rights), in whole or in part, the entire award and all payments for the land, all improvements, all damages and all other payments of whatsoever nature shall belong to and shall be paid exclusively to Lessee, and Lessor shall have no interest therein. Lessor shall execute, acknowledge and deliver to Lessee or the appropriate governmental authorities all forms, documents, and affidavits necessary to confirm and release such award and all payments to Lessee.

(c) In the event of any partial or total condemnation, Lessee shall have the right to terminate this Lease upon notice to Lessor, subject to Lessee's rights to payment of the entire award as provided above.

15. Ad Valorem Taxes. Lessee shall pay all real property taxes imposed with respect to the Plant and the Premises (other than the Scales Facilities, as to which Lessor shall pay all such taxes) which are applicable to the period of Lessee's use and occupancy thereof.

16. Insurance.

(a) During the Term, Lessee shall, at Lessee's expense, provide and keep in force public liability and auto insurance with minimum aggregate coverage of not less One Million and No/100 Dollars (\$1,000,000.00)]. In addition, Lessee shall, at Lessee's expense, provide and keep in force an "umbrella policy" in the minimum amount of Five Million and No/100 Dollars (\$5,000,000.00)] which shall insure against the same hazards as those covered by the above-described policies. Each such policy shall name Lessor as an additional insured and shall provide that the policy cannot be canceled or fail to be renewed without giving Lessor at least ten (10) days' prior written notice of such cancellation or nonrenewal. Lessee shall provide Lessor with certificates of the insurers evidencing that such insurance is in effect.

(b) Lessor and Lessee hereby release each other from any and all claims for any loss or damage only to the extent such loss or damage is actually covered and paid in full (net of all deductibles, and costs and expenses of collection and adjustment, including attorneys', adjustees' and experts' fees) to the damaged party under any insurance required by this Lease and in force at the time of such loss or damage, even if such loss or damage was caused by the act, omission, fault or negligence of the other party or anyone for whom such party may be responsible. Each party shall use reasonable efforts to cause each insurance policy to be obtained by it hereunder to provide that the insurer waive all right of recovery by way of subrogation against either party hereto in connection with any loss or damage covered by such policy.

17. Compliance with Laws. Lessee agrees to adhere to and comply fully in its operations on the Premises with all applicable laws, rules and regulations of the local, state and federal government and all agencies or commissions of such governments now or at any time during the Term having jurisdiction.

18. Assignment and Sublease by Lessee. Lessee may freely assign this Lease or sublet the Plant, in whole or in part, as Lessee may determine in its discretion; provided, however, that Lessee shall give the Lessor notice of any such assignment or subletting and any such assignment or subletting shall not relieve the Lessee of its obligations under this Lease.

19. Intentionally Omitted.

20. Intentionally Omitted.

21. Memorandum of Lease. The parties agree to execute for recordation in the public records where the Plant is located, a memorandum setting forth certain terms of the Lease in compliance with applicable law.

22. Representations and Warranties.

(a) Lessor Representations and Warranties. Lessor represents and warrants that:

(i) Lessor has all right, power, and authority to execute, deliver and perform this Lease; and

(ii) the execution, delivery and performance of this Lease by Lessor do not violate any provision of applicable law or any agreement, instrument or document to which Lessor is a party or by which its assets may be bound or affected.

(b) Lessee Representations and Warranties. Lessee represents and warrants that:

(i) Lessee has all right, power, and authority to execute, deliver and perform this Lease; and

(ii) the execution, delivery and performance of this Lease by Lessee do not violate any provision of applicable law or any agreement, instrument or document to which Lessee is a party or by which its assets may be bound or affected.

23. Binding Agreement. All of the terms, provisions, conditions, covenants, obligations, reservations and restrictions in this Lease contained herein shall be binding upon and inure to the benefit of the successors and assigns of Lessor and Lessee.

24. Entire Agreement; Severability; Attorney's Fees; Waiver; Governing Law; Titles and Headings; Counterparts.

(a) Entire Agreement. This Lease and the agreements referred to herein incorporates all of the agreements of the parties with respect to Lessee's use and occupancy of the Premises and may not be altered, amended or modified except by an agreement in writing and signed by both of the parties hereto.

(b) Severability. Each and every covenant and agreement contained in this Lease is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Lease or the application thereof to any person or circumstances shall be to any extent invalid and unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby.

(c) Attorneys' Fees. In case suit should be brought because of any breach of any provision of this Lease, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorneys' fees.

(d) Waiver. The failure of any party to insist on strict performance of any of the terms, conditions and covenants in this Lease shall not be deemed to be a waiver of any rights or remedies that such party may have and shall not be deemed a waiver of any subsequent breach in the terms, conditions and covenants contained in this Lease except as may be expressly waived.

(e) Governing Law. This Lease shall be governed by the internal laws of the State of Utah without reference to principles of conflicts of law.

(g) Titles and Headings. Titles and headings contained in this Lease are for convenience of reference only and shall not affect the construction of any provision of this Lease.

(h) Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original, but all which taken together shall constitute but one and the same instrument.

25. Notices. Any notice or communication required or permitted in this Lease shall be given in writing by (i) personal delivery, or (ii) expedited delivery service with proof of delivery, or (iii) United States mail, postage prepaid, registered or certified mail, return receipt requested, sent to the intended addressee at the address set out below, or to such other address as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery or, in the case of delivery service or mail, as of the date of delivery at the address and in the manner provided herein, or when an otherwise proper delivery is refused:

If to Lessor:

MONROC, INC.
c/o Western Aggregates, Inc.
147 West Election Road, Suite 110
Draper, Utah 84020
Attention: President

with a copy to:

U.S. AGGREGATES, INC.
4200 Colonnade Parkway, Suite 100
Birmingham, Alabama 35243
Attention: President

and

BAKER, DONELSON, BEARMAN & CALDWELL
1800 Republic Centre
633 Chestnut Street
Chattanooga, Tennessee 37450
Attention: Louann Prater Smith, Esquire

If to Lessee:

JACK B. PARSON COMPANIES
2350 South, 1900 West
Ogden Utah 84401
Attention: Rocky Woodruff

with a copy to:

OLDCASTLE, INC.
333 "K" Street, N.W., Suite 405
Washington, DC 20001
Attention: _____

26. Intentionally Omitted.

27. Intentionally Omitted.

28. Cooperation to Obtain Governmental Approval and Permits. Lessor agrees to cooperate with Lessee, upon Lessee's request from time to time, at no cost to Lessor, in maintaining, renewing, amending, replacing, adding to or extending any governmental approvals and permits (collectively "Permits") necessary for Lessee to exercise its rights granted hereunder, including executing, acknowledging and delivering to Lessee all applications and documents (in Lessor's name only or jointly with Lessee) as Lessee may reasonably require. Lessor shall not surrender or agree to terminate, fail to review, renew or take or fail to take any action which would result in a breach, default or termination of, any Permits during the Term (subject to Lessee's obligations hereunder).

29. Lessee's Ownership of Plant, etc. Lessor acknowledges and agrees that the Plant and all improvements, buildings, plants, equipment, machinery, fixtures, trade fixtures and personal property now or hereafter located, installed or placed upon the Premises (other than the scales, the scale house and the office building currently being used by the Lessor) (collectively, "Lessee's Property") are the sole and exclusive property of Lessee, and Lessor has and shall have no right, title or interest therein. Lessee shall have the right, in its sole discretion, at any time and from time to time, to alter, repair, replace, add to, subtract from, substitute, demolish and remove any or all of Lessee's Property. Upon the expiration or sooner termination of the Lease, Lessee shall remove any or all Lessee's Property from the Premises within one hundred eighty (180) days of such expiration or termination. At Lessor's election, Lessee shall repair the Premises to the condition it was in prior the installation of such removed items of Lessee's

Property. Title to any of Lessee's Property that Lessee fails to remove from the Premises during such one-hundred-eighty (180) day period shall at the election of Lessor pass to Lessor, and such items of Lessee's Property as Lessor shall elect shall become the property of Lessor.

30. Lessee's Right To Terminate. Lessee shall have the right in its sole and absolute discretion to terminate this Lease at any time for any reason or no reason upon thirty (30) days' written notice to Lessor and, upon the date stated in such notice, all further rights and obligations of the parties under this Lease shall terminate (subject to those provisions hereof which expressly survive expiration or termination of the Lease).

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Lease Agreement on the day and year first above written.

LESSOR:

MONROC, INC.

By: _____
Its: _____


LESSEE:

JACK B. PARSON COMPANIES

By: _____
Its: _____

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MONROC, INC.,
a Delaware corporation



Rowan Smith, Vice President

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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

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

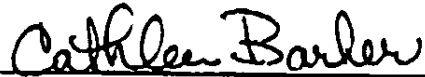
JACK B. PARSON COMPANIES,
a Utah corporation

By: 
Name: J. Rocky Woodruff
Title: Senior Vice President

STATE OF UTAH

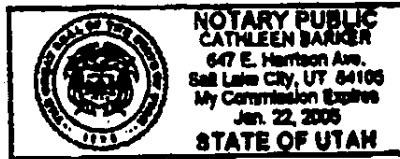
COUNTY OF DAVIS

On the 30th day of March, 2001, personally appeared before me J. Rocky Woodruff, who being duly sworn, did say that he is the Senior Vice President of JACK B. PARSON COMPANIES, 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 J. Rocky Woodruff acknowledged to me that said corporation executed the same.



Notary Public

Document#



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**EXHIBIT A
TO
LEASE AGREEMENT**

ENT ~~65069:2002~~ PG 32 of 65

Legal Description of Premises

[attached]

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SITE 47- Point of the Mountain

ENT 65069:2002 PG 33 of 65

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.

BK8608PG0324

CO-OCCUPANCY AGREEMENT

THIS CO-OCCUPANCY AGREEMENT (the "Co-Occupancy Agreement") made and entered into as of the 3rd day of March, 2001 (the "Effective Date") by and between **STAKER PAVING AND CONSTRUCTION COMPANY INC.** ("Staker"), a Utah corporation, and **MONROC, INC.** ("Monroc"), a Delaware corporation;

WITNESSETH:

WHEREAS, Staker is the lessee under that certain Sand, Gravel and Associated Borrow Material Lease ("Staker Lease") dated April 1, 1998 between Pacific West Royalty, LLC ("Landlord"), as Landlord, and Staker, as Tenant, pursuant to which Staker was granted various quarrying, mining and other rights as set forth therein ("Mining Rights"), in connection with certain Premises located in the County of Utah, State of Utah, more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Premises"); and

WHEREAS, Jack B. Parson Companies, Inc. ("Parson") is the lessee under that certain Lease Agreement ("Parson Lease") dated July 28, 1998 by and between Landlord and Parson, pursuant to which Parson was granted the right to operate and maintain a ready mix concrete plant ("Concrete Plant") and certain other rights as set forth therein ("Concrete Rights"), with respect to the Concrete Plant situated on the Premises;

WHEREAS, by Landlord Waiver, Consent, Estoppel, Amendment and Combined Lease ("Waiver and Consent") of even date among Landlord, Staker, Parson and Monroc, the Staker Lease and Parson Lease were amended, replaced, merged and integrated into and with a lease (the "Combined Lease") of the Premises from Landlord to Staker, as lessee, so as to merge, transfer and integrate into the Combined Lease all of the Concrete Rights and all of the Mining Rights, on the respective terms and conditions set forth in the Staker Lease and Parson Lease;

WHEREAS, Monroc is interested in exercising the Mining Rights on the Premises; and

WHEREAS, Staker desires to grant to Staker and Monroc the right to use, occupy and possess the Premises on the terms herein.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Co-Occupancy Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Grant of Possessory Rights; Term. Staker hereby irrevocably grants, assigns, conveys and transfers to Staker and Monroc, for a term equal to what would have been the unexpired term of the Staker Lease and is the unexpired term of the Combined Lease, (the "Term"), the exclusive right to use, possess, occupy and enjoy as co-occupants the Premises, subject to the further terms and conditions hereof:

(a) General Rights. The rights of each party in and to the Premises shall include the irrevocable, non-exclusive rights and easements of vehicular and pedestrian ingress, egress and access, and utilities services, to and from, over, across, and under all areas of the

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Point of Mountain Co-Occupancy Agreement

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Premises, including without limitation all now or hereafter existing access ways, driveways, curb-cuts, roads, highways, easements, rights-of-way and thoroughfares situated upon the Premises or any portion thereof, subject only to the areas restricted from time to time by the parties pursuant to subsection 1(b) hereof for the purpose of protection of the parties' primary operations ("Easement Rights"). No Easement Rights shall be used or executed in any way so as to interfere with any party's primary operations. The location of the Easement Rights shall be as mutually agreed upon by the parties in good faith.

(b) Operating Areas. Staker and Monroc shall each be entitled to the use, occupancy and operation upon those limited portions of the Premises upon which Monroc and Staker, respectively, conduct their primary business operations, such as mining and quarrying of limestone and the erection and operation of batch plants, loading facilities, and offices, without interference from or use of that portion of the Premises by the other party hereto. In those circumstances where occupancy of a portion of the Premises is necessary or desirable for the efficient, safe, and private operation of a party's business, that party shall enjoy the right to conduct its operations on the required portion of the Premises (each referred to as an "Operating Area") without interference from or the requirement to permit access to the other party hereto. Likewise, each party consents to the restriction of its access to and use of an Operating Area established by the other party hereto to conduct its primary operations in an efficient, safe, and private manner. At present, such operating areas exist upon the Premises for: (i) the exercise of the Mining Rights in the areas, mining, proposed asphalt plant and related processing, loading, parking and office to be operated by Monroc (the "Monroc Operating Area"); and (ii) the Concrete Plant and the exercise of the Concrete Rights (which term shall include all related loading, parking, office and other facilities, buildings and areas) now or hereafter operated by Staker or its designee (the "Staker Operating Area"). The general locations of the respective Operating Areas are shown by circles on Exhibit B attached hereto and by this reference made a part hereof. The parties shall mutually agree in good faith upon any more specific location and extent of each Operating Area and the Easement Rights to be used for each Operating Area, consistent with the intent and other terms and conditions hereof. No party may change or expand its Operating Area or Easement Rights without the prior written consent of the other party, which shall not be unreasonably withheld, delayed or conditioned. Neither party shall establish or operate more than one Operating Area at a given time. Notwithstanding the foregoing, the use and occupancy by either party of an Operating Area, without interference from or use by the other party of that portion of the Premises, shall be limited to the period of actual use by such party and shall not be considered a subdivision of the Premises and shall not grant to either party a permanent right in and to such portion of the Premises.

(c) Non-Interference. Neither party shall make use of any area of the Premises in a manner that would jeopardize or subject the other party or its employees, invitees, or equipment or improvements owned by the other party located upon the Premises to imminent danger of physical, economic or legal injury or adverse effect. Further, each party shall take such actions as are reasonably necessary to prohibit its employees and invitees from entering an "Operating Area" of the other party hereto.

(d) Applicable Law. Each party shall not take any action or fail to take any action with respect to its Operations on the Premises in violation of law or any permit or that would be likely to result in the termination in whole or in part of any requirements of any

applicable operating permit or other applicable law, statute, ordinance, rule or regulation the local, county, state and federal government authorities and all agencies or commissions of such government authorities now or at any time during the Term having jurisdiction ("Applicable Law").

2. Rights of the Parties. Pursuant to the terms and conditions of this Co-Occupancy Agreement, each of Staker and Monroc, and their respective designees, successors and assigns, shall have the following rights to use and occupy the Premises during the Term, on the terms and conditions of the Combined Lease (except as expressly set forth herein), all in accordance with Applicable Law (as hereinafter defined):

(a) Monroc Rights: Monroc shall be entitled to the use, operation and occupancy of the Monroc Operating Area for exercise of the Mining Rights.

(b) Staker Rights.

(i) Staker (or its designee, including Parson), shall be entitled to the use, operation and occupancy of the Staker Operating Area for exercise of the Concrete Rights.

(ii) Staker (or its designee, including Parson) shall have the exclusive right to use the truck repair, maintenance, storage and shop facility ("Shop") located adjacent to or near the Concrete Plant.

(iii) It is the intention of Staker to cease the Concrete Operations not later than April 1, 2003 or such later date which is reasonably required by Staker due to events or occurrences of force majeure or other unanticipated conditions or conditions beyond Staker's reasonable control ("Removal Date"). Upon the Removal Date, subject to Staker's rights to remove any Concrete Plant (not removed as of such date) for a period of 180 days thereafter, and provided Staker elects in writing to cease using the Shop, this Co-Occupancy Agreement shall terminate and be of no further force or effect; Monroc shall continue as the sole assignee and lessee of and under the Combined Lease; and Staker shall automatically be released of all further liability and obligation under the Combined Lease (if any) and hereunder accruing after such Removal Date. Any obligation and liability accruing prior to the Removal Date shall survive the expiration or any termination of this Co-Occupancy Agreement. Notwithstanding the foregoing, if Staker does not elect in writing to cease using the Shop, this Co-Occupancy Agreement shall continue in full force and effect as to the Shop only, until the date that Staker elects to and does cease using the Shop, and thereupon Staker shall be released from all further liability and obligation hereunder as aforesaid.

(c) Non-liability of Staker. Notwithstanding any provision of the Combined Lease or this Co-Occupancy Agreement to the contrary:

(i) Monroc hereby assumes and agrees to discharge and perform all liabilities and obligations of the Lessee under the Combined Lease, including all rent and royalties thereunder, which accrue from and after the date hereof.

(ii) Staker shall have no liability or obligation to Landlord or to Monroc for any covenants, agreements or conditions under the Combined Lease; provided,

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Point of Mountain Co-Occupancy Agreement

however, Staker shall remain liable to (A) Landlord for all obligations which have accrued under the Staker Lease and/or the Parson Lease prior to the date hereof, and (B) Monroc for any failure to observe or perform Staker's covenants and agreements hereunder or under the Combined Lease with respect to its actual use or operation of the Concrete Plant in the Staker Operating Area or any other part of the Premises, from the date hereof until the Removal Date (or such later date upon which the Concrete Plant is actually removed from the Premises).

3. Default; Remedies; Termination.

(a) Events of Default by Monroc. The following events shall be deemed to be "Events of Default" by Monroc under the Co-Occupancy Agreement:

(i) Monroc shall fail to pay any rent or royalties on the date that same are due under the Combined Lease and such failure shall continue for the period of three (3) days (or any greater period which may be permitted to cure such default under the Combined Lease, less four (4) days) after written notice from Staker to Monroc;

(ii) Monroc shall fail to comply with any other material term, condition or covenant of the Combined Lease or this Co-Occupancy Agreement, and shall not cure such failure within ten (10) days (or any greater period permitted to cure such default under the Combined Lease, less ten (10) days) after written notice thereof from Staker to Monroc; provided that, if permitted under the Combined Lease, such failure cannot reasonably be cured within the said 10 days (or any such greater period, less 10 days), Monroc shall not be in default if it commences to cure such failure within said 10 days (or any such greater period, less 10 days) and shall thereafter with reasonable diligence and good faith proceed to cure such failure.

(iii) Monroc shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

(iv) Monroc shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof; or Monroc shall be adjudged bankrupt or insolvent in proceedings filed against Monroc thereunder.

(v) A receiver or trustee shall be appointed for all or substantially all of the assets of Monroc.

(vi) Monroc shall otherwise be in default under the Combined Lease, beyond any applicable notice and/or cure period (less ten (10) days), and shall not cure such default within three (3) days after written notice from Staker to Monroc.

(b) Remedies of Staker Upon Default by Monroc. Upon the occurrence and during the continuance of any of such Events of Default, Staker may, at its option, elect to do one or more of the following, all of Staker's remedies being cumulative and the exercise of one or more remedies not precluding simultaneous or subsequent exercise of any other remedies:

(i) re-enter and take possession of the Premises without terminating the Co-Occupancy Agreement, holding Monroc liable for the difference in the royalties and other

net amounts actually paid (if any) by any sub-Monroc of the Premises (less all reasonable costs and expenses of renting, including customary brokers' commissions and reasonable attorneys' fees), and the minimum annual royalties payable by Monroc under the Co-Occupancy Agreement;

(ii) terminate the Co-Occupancy Agreement, and remove Monroc (and all other occupants) from possession of the Premises;

(iii) collect from Monroc all costs, expenses and damages suffered or incurred by reason of Monroc's breach of its obligations under the Combined Lease and/or this Co-Occupancy Agreement, including all costs, expenses and fees (including reasonable attorneys' fees and court costs) incurred in recovering possession of the Premises and/or enforcing any of Staker's rights or remedies hereunder;

(iv) exercise any or all other rights and remedies provided elsewhere in this Co-Occupancy Agreement or now or hereafter available at law or in equity.

(v) if Staker terminates the Co-Occupancy Agreement for the default of Monroc, the Co-Occupancy Agreement shall terminate as to both the Monroc Operating Area and the Staker Operating Area.

(c) Remedies of Monroc Upon Default by Staker. In addition to all other remedies (all such remedies being cumulative and the exercise of one or more remedies not precluding simultaneous or subsequent exercise of any other remedies), in the event Staker shall be in default under this Co-Occupancy Agreement as a result of its failure to perform any obligation of Staker hereunder, Monroc shall have the right (but not the obligation), to perform such obligation on behalf of Staker upon thirty (30) days' notice to Monroc (except in case of an emergency), and Staker shall reimburse Monroc within thirty (30) days after demand by Monroc for all expenses incurred by Monroc in performing such obligation, together with interest thereon at the Interest Rate. In the event Staker shall fail to reimburse Monroc for any such expenses so incurred, and the amount of such expenses, plus interest as aforesaid, shall constitute Damages. If Staker does not cure such failure within thirty (30) days after such notice (or commence to cure such failure within said thirty (30) days and thereafter with reasonable diligence and good faith to proceed to cure such failure) and Monroc elects not to perform Staker's obligation, Monroc may, at its option, terminate this Co-Occupancy Agreement and, at Monroc's option, institute proceedings for any damages incurred by Monroc as a result of such default and termination.

4. Hazardous Substances.

For purposes of this Co-Occupancy Agreement, the term "Hazardous Substances" shall mean asbestos, petroleum, crude oil or any fraction thereof or any other hazardous or toxic substance or material, as defined under any applicable federal, state or local statute, regulation, ordinance, order, action or policy or common law. The term "Environmental Laws" shall mean any present or hereafter existing applicable federal, state or local laws, statutes, regulations, rules, ordinances, licenses, permits, orders, approvals, plans and similar items, and all present judicial and administrative interpretations thereof, relating to the protection of human health or

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the environment ("Environmental Laws"). The term "Monroc Parties" shall mean Monroc and its affiliates, from time to time, their agents, employees, contractors or any person or entity for which Monroc or its affiliates are responsible. The term "Staker Parties" shall mean Staker and its affiliates, from time to time, their agents, employees, contractors or any person or entity for whom Staker or its affiliates are responsible.

5. Indemnification by Monroc. Monroc shall protect, defend, indemnify and hold Staker and its affiliates, their officers, directors, shareholders, agents and employees, their successors and assigns, harmless from and against any and all claims, (including third-party claims), demands, actions, proceedings, losses, liabilities, judgments, fines, penalties and interest, costs, expenses and damages, including, without limitation, reasonable attorneys' fees (including in connection with enforcement of this indemnity) (collectively, "Liabilities") (i) caused by or resulting from the operations, acts or omissions of Monroc or any Monroc Parties on or about the Monroc Operating Area or the Premises prior to the Removal Date, and thereafter, from all causes or things of whatsoever nature arising hereunder or under the Combined Lease, or (ii) related to the use, possession, or disposal of any Hazardous Substances by Monroc on or into the Monroc Operating Area, the Premises, or any adjoining property in violation of any Environmental Laws, and (iii) in each case, except to the extent any Liabilities are due to or caused by any act or omission of Staker or any Staker Parties or which are subject of Staker's indemnity of Monroc hereunder. Such indemnification obligations shall survive the expiration or any termination of this Co-Occupancy Agreement. The foregoing provisions of this Section 5 shall not limit any warranty or indemnity given by Monroc or any Monroc Parties under that certain Agreement of Purchase and Sale of Assets ("Asset Purchase Agreement") of even date herewith being entered into among Staker, Monroc and others.

6. Indemnification by Staker. Staker shall protect, defend, indemnify and hold Monroc and its affiliates, their officers, directors, shareholders, agents and employees, their successors and assigns, harmless from and against all Liabilities (i) caused by or resulting from the operations, acts or omissions of Staker or any Staker Parties or any prior owner occurring after the Effective Date and prior to the Removal Date, or (ii) the violation of any Environmental Laws on the Concrete Plant or the Premises occurring after the Effective Date and prior to the Removal Date, to the extent caused by any operations, acts or omissions of Staker or any Staker Parties, and (iii) in each case, except to the extent any Liabilities are due to or caused by any act or omission of Monroc or any Monroc Parties, or are otherwise excluded from Staker's responsibility hereunder, or which are the express subject of Monroc's indemnity of Staker hereunder. The foregoing provisions of this Section 6 shall not limit any warranty or indemnity given by Staker or any Staker Parties under the Asset Purchase Agreement. Such indemnification obligations shall survive the expiration or any termination of this Co-Occupancy Agreement.

7. Assignment and Subletting. Neither party shall assign its interest in the Combined Lease or the Co-Occupancy Agreement, or sublet the Premises, in whole or in part, except (a) on the terms and conditions contained in the Combined Lease, and (b) with the prior written consent of the other party (which shall not be unreasonably withheld, conditioned or delayed); provided however, either party may designate any affiliate of such party (including, as to Staker, Parson) to operate or exercise any of such party's Concrete Rights or Mining Rights, as the case may be, without the consent of the other party.

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Point of Mountain Co-Occupancy Agreement

8. Condemnation.

(a) Definition. The term "condemn" (or "condemnation" or "condemned" as the case may be) as used in this Co-Occupancy Agreement shall mean the exercise of the power of eminent domain by any person, entity, body, agency or authority, or private purchase in lieu of eminent domain, and the date of condemnation shall mean the day on which the actual physical taking of possession pursuant to the exercise of said power of eminent domain, or private purchase in lieu thereof, occurs, or the date of settlement or compromise of the claim of the parties thereto during the pendency of said power, whichever first occurs.

(b) Allocation of Award. Subject to the provisions of the Combined Lease, in the event that all or a portion of the Premises is condemned, Staker and Monroc shall each share in any judgment or award as follows: (i) Staker shall be entitled to the entire award, which results from any restriction on, or loss of, the Concrete Plant or Concrete Rights, and (ii) Monroc shall be entitled to the entire award, which results from any restriction on, or loss of, the Mining Rights, (iii) in each case to the extent and as provided by applicable condemnation laws, including without limitation the value of any unexpired term of the Combined Lease (including unexercised renewal options) or this Co-Occupancy Agreement with respect to the respective Concrete Rights and Mining Rights. Each of Staker and Monroc, shall each be entitled to the entire award for loss or damage to each of their respective plant, buildings, improvements, machinery, equipment, fixtures and trade fixtures which are owned by them, respectively, and each party's respective moving expenses and lost profits.

9. Insurance.

(a) In addition to all insurance required under the Combined Lease, during the Term Monroc shall, at Monroc's expense, provide and keep in force public liability and auto insurance with minimum aggregate coverage of not less than One Million and No/100 Dollars (\$1,000,000.00). In addition, Monroc shall, at Monroc's expense, provide and keep in force an "umbrella policy" in the minimum amount of Five Million and No/100 Dollars (\$5,000,000.00) which shall insure against the same hazards as those covered by the above-described policies. Each such policy shall name Staker, Parson and Landlord as additional insureds and shall provide that the policy cannot be canceled without giving Staker at least ten (10) days' prior written notice of cancellation. Monroc shall provide Staker with a certificate or certificates of the issuers of such policies, evidencing that such insurance is in full force and effect.

(b) Staker and Monroc hereby release each other from any and all claims for any loss or damage to the extent such loss or damage is actually covered under any insurance required by this Co-Occupancy Agreement and in force at the time of such loss or damage, even if such loss or damage was caused by the act, omission, fault or negligence of the other party or anyone for whom such party may be responsible. Monroc shall cause each insurance policy to be obtained by it hereunder to provide that the insurer waive all right of recovery by way of subrogation against either party hereto in connection with any loss or damage covered by such policy.

10. Compliance with Laws. Staker and Monroc, in their respective operations on and about the Premises, shall each adhere to and comply fully with all applicable laws, ordinances,

rules and regulations of the local, state and federal government and all agencies or commissions of such governments now or at any time during the Term having jurisdiction, including but not limited to any regulations, guidelines or standards established by the U.S. Bureau of Mines and any laws, regulations, guidelines or standards related to air and water quality, blasting and fugitive dust, zoning ordinances and building codes ("Applicable Law").

11. Representations and Warranties.

(a) Staker Representations and Warranties. Staker represents and warrants that:

(i) Staker has all right, power, and authority to execute, deliver and perform this Co-Occupancy Agreement; and

(ii) the execution, delivery and performance of this Co-Occupancy Agreement by Staker do not violate any provision of applicable law or any agreement, instrument or document to which Staker is a party or by which its assets may be bound or affected.

(b) Monroc Representations and Warranties. Monroc represents and warrants that:

(i) Monroc has all right, power, and authority to execute, deliver and perform this Co-Occupancy Agreement; and

(ii) the execution, delivery and performance of this Co-Occupancy Agreement by Monroc do not violate any provision of applicable law or any agreement, instrument or document to which Monroc is a party or by which its assets may be bound or affected.

12. Concrete Plant. Without limiting any other provision hereof, the parties acknowledge that the Concrete Plant (and all additions and repairs thereto) is owned solely by Staker and may be freely altered, repaired, added to, subtracted from, demolished and removed at any time and from time to time in Staker's sole and absolute discretion, subject to Section 2(b)(ii).

13. Binding Agreement. Subject to Section 7 above, all of the terms, provisions, conditions, covenants, obligations, reservations and restrictions in this Co-Occupancy Agreement contained herein shall be binding upon and inure to the benefit of the heirs, successors or assigns of Staker and Monroc.

14. Entire Agreement; Severability; Attorney's Fees; Time; Waiver; Governing Law; Titles and Headings; Counterparts, Successors and Assigns.

(a) Entire Agreement. This Co-Occupancy Agreement, the Asset Purchase Agreement and the Waiver and Consent incorporate all of the agreements of the parties with respect to the subject matter hereof and may not be altered, amended or modified except by an agreement in writing and signed by both of the parties hereto.

(b) Severability. Each and every covenant and agreement contained in this Co-Occupancy Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Co-Occupancy Agreement or the application thereof to any person or circumstances shall be to any extent invalid and unenforceable, the remainder of this Co-Occupancy Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby.

(c) Attorney's Fees. In case suit should be brought because of any breach of any provision of this Co-Occupancy Agreement, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

(d) Time. Time is of the essence of this Co-Occupancy Agreement.

(e) Waiver. The failure of any party to insist on strict performance of any of the terms, conditions and covenants in this Co-Occupancy Agreement shall not be deemed to be a waiver of any rights or remedies that such party may have and shall not be deemed a waiver of any subsequent breach in the terms, conditions and covenants contained in this Co-Occupancy Agreement except as may be expressly waived.

(f) Governing Law. This Co-Occupancy Agreement shall be governed by the internal laws of the State of Utah without reference to principles of conflicts of law.

(g) Titles and Headings. Titles and headings contained in this Co-Occupancy Agreement are for convenience of reference only and shall not affect the construction of any provision of this Co-Occupancy Agreement.

(h) Counterparts. This Co-Occupancy Agreement may be executed in counterparts, each of which shall be deemed an original, but all which taken together shall constitute but one and the same instrument.

(i) Successors and Assigns. This Co-Occupancy Agreement shall be binding on and in to the benefit of the parties hereto, their permitted successors and assigns.

15. Notices. Any notice or communication required or permitted in this Co-Occupancy Agreement shall be given in writing by (i) personal delivery, or (ii) expedited delivery service with proof of delivery, or (iii) United States mail, postage prepaid, registered or certified mail, return receipt requested, sent to the intended addressee at the address set out below, or to such other address as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery or, in the case of delivery service or mail, as of the date of delivery at the address and in the manner provided herein, or when an otherwise proper delivery is refused:

If to Staker:

STAKER PAVING AND CONSTRUCTION COMPANY INC.
1000 West Center Street
North Salt Lake, Utah 84054
Attention : Val Staker, President

with a copy to:

OLDCASTLE, INC.
333 "K" Street, N.W., Suite 405
Washington, DC 20001
Attention: Glenn A. Culpepper

If to Lessor:

MONROC, INC.
c/o Western Aggregates, Inc.
147 West Election Road, Suite 110
Draper, Utah 84020
Attention: President

with a copy to:

U.S. AGGREGATES, INC.
4200 Colonnade Parkway, Suite 100
Birmingham, Alabama 35243
Attention: President

and

BAKER, DONELSON, BEARMAN & CALDWELL
1800 Republic Centre
633 Chestnut Street
Chattanooga, Tennessee 37450
Attention: Louann Prater Smith, Esquire

[END OF TEXT]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Co-Occupancy Agreement on the day and year first above written.

STAKER:

STAKER PAVING AND CONSTRUCTION
COMPANY INC.

By: _____

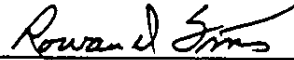
Its: _____

MONROC:
MONROC, INC.

By: _____

Its: _____

MONROC, INC.,
a Delaware corporation



Rowan Smith, Vice President

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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. 01S1498348
Qualified in New York County
Commission Expires July 16, 2002

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

STAKER PAVING AND CONSTRUCTION COMPANY, INC.

By: [Signature]
Name: Lloyd LeFevre
Title: Vice President

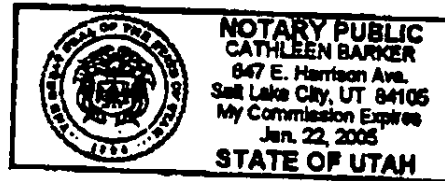
STATE OF UTAH

COUNTY OF DAVIS

On the 30th 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 COMPANY 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.

[Signature: Cathleen Barker]
Notary Public

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EXHIBIT A
TO
CO-OCCUPANCY AGREEMENT

Legal Description of Premises

[attached]

SITE 47- Point of the Mountain

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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.

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EXHIBIT B
TO
CO-OCCUPANCY AGREEMENT

Location of Operating Areas

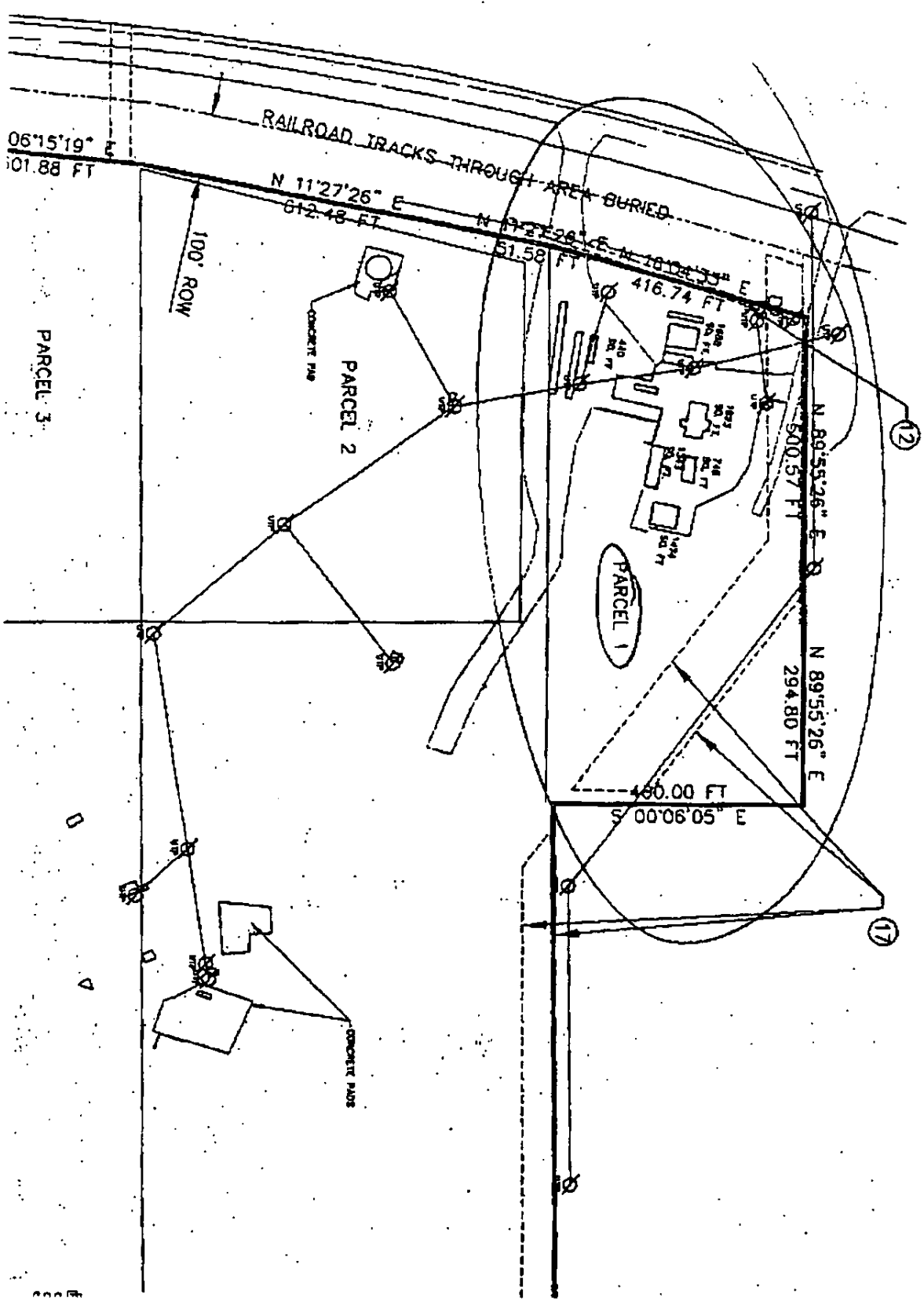
[attached]

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783.57 FEET TO THE EASTERLY RAILROAD R.O.W. FENCE;
 THENCE ALONG SAID FENCE N 61°5'19" E 301.88 FEET;
 THENCE N 11°27'26" E 812.48 FEET; THENCE N 11°27'26" E
 51.58 FEET; THENCE N 16°04'33" E 418.74 FEET; THENCE
 DEPARTING SAID FENCE N 89°55'26" E 500.57 FEET; THENCE
 N 89°55'26" E 294.80 FEET; THENCE S 00°06'05" E 400.00
 FEET; THENCE N 89°23'38" E 2173.79 TO THE APPROXIMATE
 LOCATION OF THE COUNTY LINE; THENCE ALONG SAID LINE
 N 26°51'25" E 392.19 FEET; THENCE N 74°00'08" E 12.78
 FEET TO THE POINT OF BEGINNING.

Point of Mountain

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When recorded, return to:

Louann Prater Smith, Esq.
Baker, Donelson, Bearman & Caldwell, P.C.
1800 Republic Centre
633 Chestnut Street
Chattanooga, Tennessee 37450-1800

EASEMENT AND LICENSE AGREEMENT

(Point of the Mountain)

This EASEMENT AND LICENSE AGREEMENT ("Agreement") is executed as of the 30th day of March, 2001, by and between MONROC, INC. ("Monroc") and JACK B. PARSON COMPANIES ("Parson").

WITNESSETH:

WHEREAS, Monroc is the owner of those certain tracts of land known as Parcels 1, 2 and 3 being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Parson is the lessee of that certain real property known as Parcel 1 ("Parcel 1") being more particularly described in Exhibit "B" attached hereto and incorporated herein by reference pursuant to a Lease Agreement entered into as of March 30th, 2001 between Monroc and Parson (the "Lease");

WHEREAS, Monroc and Parson desire to enter into this Agreement (a) for the purpose of providing for Parson a means of ingress and egress to Parcel 1 over, upon and across (i) that certain easement area ("Prior Easement Area") described more particularly in those certain agreements and assignments described on Exhibit C-1 attached hereto and incorporated herein by reference, and (ii) a portion of Parcels 2 and 3 ("Parson Easement Area") being more particularly described on Exhibit "C" attached hereto and incorporated herein by reference, and (b) for the further purpose of providing Monroc a means of ingress and egress to Parcel 2 and 3 over, upon and across a portion of Parcel 1 and for the further purpose of allowing Monroc to continue to use the scales and scale house located on Parcel 1 ("Monroc Easement Area") being more particularly described on Exhibit "D" attached hereto and incorporated herein by reference;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged and confessed, Monroc and Parson agree as follows:

1. Monroc Grant. Monroc has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Parson (a) a private, non-exclusive and limited license ("Parson License") over, upon and across the Prior Easement Area, for the purposes herein specified, and (b) a private, non-exclusive and limited easement ("Parson Easement") over, upon and across the Parson Easement Area for the purposes herein specified; subject, however, to any and all currently existing title exceptions or other matters of record or visible or apparent from an inspection, affecting the Parson License or the Parson Easement Area, as the case may be.

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TO HAVE AND TO HOLD said Parson License and Parson Easement, together with, all and singular, all rights, titles, interests, privileges and hereditaments thereto in anywise belonging, unto Parson, its successors and assigns, until the termination of the Parson License and Parson Easement pursuant hereto, and Monroc does hereby bind itself, its successors and assigns, to WARRANT and FOREVER DEFEND, all and singular, the Parson License and Parson Easement unto Parson, its successors and assigns, and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

2. Purpose of Parson License and Parson Easement. The Parson Easement is hereby created for the benefit of, and as an easement appurtenant to, Parcel 1 for the benefit of the Parson, its employees, agents, tenants, licensees, invitees, guests, successors and assigns (collectively, the "Parson Parties"), and shall be used exclusively for the purpose of providing pedestrian and vehicular ingress and egress from the I-15 frontage road adjacent to Parcel 3 to Parcel 1 over, upon and across the Parson License and Parson Easement Area.

3. Parson Grant. Parson has GRANTED, BARGAINED, SOLD, CONVEYED and LICENSED, and by these presents does hereby GRANT, BARGAIN, SELL, CONVEY and LICENSE, unto Monroc a private, non-exclusive and limited easement ("Monroc Easement") over, upon and across the Monroc Easement Area for the purposes herein specified; subject, however, to any and all currently existing title exceptions or other matters of record or visible or apparent from an inspection, affecting the Monroc Easement Area.

TO HAVE AND TO HOLD said Monroc Easement, together with, all and singular, all rights, titles, interests, privileges and hereditaments thereto in anywise belonging, unto Monroc, its successors and assigns, until the termination of the Monroc Easement pursuant hereto, and Parson does hereby bind itself, its successors and assigns, to WARRANT and FOREVER DEFEND, all and singular, the Monroc Easement unto Monroc, its successors and assigns, and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

4. Purpose of Monroc Easement and License. The Monroc Easement is hereby created for the benefit of, and as an easement appurtenant to Parcels 2 and 3 for the benefit of Monroc, its employees, agents, tenants, licensees, invitees, guests, successors and assigns (collectively, the "Monroc Parties"), and shall be used exclusively for the purpose of providing pedestrian and vehicular ingress and egress from the I-15 frontage road adjacent to Parcels 1 to Parcels 1 and 2 over, upon and across the Monroc Easement Area and for the further purpose of the Monroc Parties to use the scales and scale house located on Parcel 1 until such time as Monroc may determine to remove the same in accordance with Parson's lease of Parcel 1.

5. Duration. The Parson License and Parson Easement and the Monroc Easement shall be permanent and perpetual for as long as the Lease exists; provided, however, upon the expiration or termination of the Lease this Agreement shall automatically terminate without further action by either party hereto. Upon the request of Monroc or Parson, as the case may be, after any such expiration or termination of the Lease, Parson and Monroc shall execute and deliver to each other a release or termination of the Parson Easement and the Monroc Easement, in recordable form reasonably acceptable to Monroc and Parson.

6. Non-Exclusive Right. The Parson License and Parson Easement and the Monroc Easement herein created are not exclusive, and Monroc and Parson (to the extent if any allowed by the Lease) hereby expressly reserve the right, for itself and its successors and assigns, without the prior written consent of Parson or Monroc (to the extent if any allowed by the Lease), to grant such other similar or dissimilar, easements, rights, benefits, rights-of-way and privileges to such other persons and for such other purposes, and to make or construct improvements over, across, upon and under the Parcels 2 and 3 (including the Parson License and Parson Easement Area and the Monroc Easement Area), as Monroc or Parson, in its sole and absolute discretion, may elect; provided, however, any such easements, rights, benefits, rights-of-way and privileges hereafter granted, and such improvements hereafter made or constructed upon, over, across or under such Parcels 2 and 3 (including the Parson License and Parson Easement Area and the Monroc Easement Area) shall not unreasonably interfere with, or unreasonably restrict the use of, the Parson License and Parson Easement and the Monroc Easement and the other rights and benefits appurtenant thereto or granted herein to Parson or Monroc.

7. Indemnification. Parson agrees to indemnify and hold harmless Monroc from any and all liability or damages which Monroc may suffer as a result of claims, demands, costs, liens, judgments or awards against Monroc arising out of or as a result of any use of the Parson License and Parson Easement by the Parson Parties. Monroc agrees to indemnify and hold harmless Parson from any and all liability or damages which Parson may suffer as a result of claims, demands, costs, liens, judgments or awards against Parson arising out of or as a result of any use of the Monroc Easement by the Monroc Parties.

9. Rights Reserved. Monroc and Parson (to the extent not in violation of the Lease) also retain, reserve, and shall continue to enjoy the use of the surface of, subsurface under and air space over the Parson License and Parson Easement Area and Monroc Easement Area for any and all purposes which do not unreasonably interfere with or prevent the reasonable use by Parson or Monroc of the Parson License and Parson Easement or Monroc Easement for the purposes herein provided and for the duration of said Parson License and Parson Easement or Monroc Easement.

10. Dedication Disclaimer. The Parson License and Parson Easement and Monroc Easement is not a public easement or right-of-way, but is a private, non-exclusive and limited easement and license for the exclusive use and benefit of the Parson Parties and Monroc Parties, and this Agreement is not intended, and shall not be construed, to be a dedication to the public use of the Parson License and Parson Easement Area and Monroc Easement Area.

11. Applicable Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Utah without reference to principles of conflict of laws.

12. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

13. Multiple Counterparts. To facilitate execution, this instrument may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgment of, or on behalf of, each party, or that the signature of all persons required to bind any party, or the acknowledgment of such party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgments of, each of the parties hereto. Any signature or acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures or acknowledgments thereof and thereafter attached to another counterpart identical thereto except having attached to it additional signature or acknowledgment pages.

14. Binding Effect. Parson and Monroc covenant and agree that the servitudes, licenses, easements, rights, rights-of-way, privileges, agreements, covenants and restrictions and all other terms, conditions and provisions hereof shall be binding upon their respective successors and assigns and all other persons or entities having or hereafter acquiring any right, title or interest in the Parcels 1, 2 and 3, and all other persons and entities claiming by, through or under said owners and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

[Signatures On Following Pages]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

MONROC:

MONROC, INC.

By: Rowan D. Smith
Print Name: Rowan D. Smith
Title: VP

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. 01914968348
Qualified in New York County
Commission Expires 03/19, 2002

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New York
STATE OF UTAH §
COUNTY OF New York §
§

This instrument was ACKNOWLEDGED before me on the 30th day of March, 2001,
by Rosann Smith, the VP of MONROC, INC.,

[SEAL]

Kathie Surkin
Notary Public, State of New York

My Commission Expires:

Kathie Surkin
Printed Name of Notary Public

KATHIE SURKIN
Notary Public, State of New York
No. 01S1498346
Qualified in New York County
Commission Expires July 16, 2002

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

JACK B. PARSON COMPANIES,
a Utah corporation

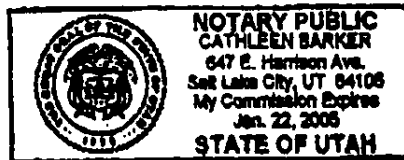
By: 
Name: J. Rocky Woodruff
Title: Senior Vice President

STATE OF UTAH

COUNTY OF DAVIS

On the 30th day of March, 2001, personally appeared before me J. Rocky Woodruff, who being duly sworn, did say that he is the Senior Vice President of JACK B. PARSON COMPANIES, 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 J. Rocky Woodruff acknowledged to me that said corporation executed the same.


Notary Public



Document

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EXHIBIT "A"
PARCELS 1, 2 AND 3 OWNED BY MONROC

BK8608PG0351

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.

EXHIBIT "B"
PARCEL 1 LEASED TO PARSON

EXHIBIT "C", Easement Area - Solo Page

/

C SGE 211751 v2
0-0 03/30/2001

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**EXHIBIT "C"
PARSON EASEMENT AREA
OVER PARCEL 2 AND 3**

EXHIBIT "C", Easement Area - Solo Page

/
C SGE 211751 v2
0-0 03/30/2001

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**EXHIBIT "C-1"
PRIOR EASEMENT AREA
PARSON LICENSE**

The Prior Easement Area is more particularly described in the following Agreements and Assignments recorded in the Official Records of Salt Lake County, as follows:

1. Agreement dated February 9, 1971, by and between LOS ANGELES and SALT LAKE RAILROAD COMPANY, a Corporation of the State of Utah and its Lessee UNION PACIFIC RAILROAD COMPANY, a Corporation of the State of Utah, and KENNETH F. WHITE, concerning access to the property owned by KENNETH F. WHITE from the railroad company right of way. Said agreement was recorded June 23, 1971, as Entry No. 2392944, in Book 2971, at page 659, of Official Records.

Assignment dated November 11, 1977, by and between KENNETH F. WHITE and MICHELLE E. WHITE, husband and wife, as Assignors and MONROC , a Utah General Partnership, as Assignee of all of their right, title, interest and equity in, to and under that road crossing agreement described above. Said Assignment was recorded December 2, 1977, as Entry No. 3032864, in Book 4589, at page 812, of Official Records.

2. Agreement dated February 9, 1971, by and between LOS ANGELES and SALT LAKE RAILROAD COMPANY, a Corporation of the State of Utah, and its lessee UNION PACIFIC RAILROAD COMPANY, a Corporation of the State of Utah, and EVAN HANSEN and O. V. HANSEN, concerning access to the property owned by EVAN HANSEN and O. V. HANSEN from the railroad company right of way. Said Agreement recorded June 23, 1971, as Entry No. 2392945, in Book 2971, at page 666, of Official Records.

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EXHIBIT "D"
MONROC EASEMENT AREA
OVER PARCEL 1

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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FOUNDERS TITLE
BY: ZIM, DEPUTY - WI 1/3 P.~~

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Book - 8608 Pg - 292-355
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FOUNDERS TITLE
BY: ZIM, DEPUTY - WI 65 P.

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