

ROAD DEDICATION AND RELOCATION AGREEMENT

THIS ROAD DEDICATION AND RELOCATION AGREEMENT ("**Agreement**") is made and entered into as of the 22 day of August, 2012 (the "**Effective Date**") by and between GENEVA ROCK PRODUCTS, INC., a Utah corporation ("**Geneva Rock**"); JAY A. ANDERSON; CONNIE A. BRINTON, TRUSTEE OF THE CONNIE A. BRINTON LIVING TRUST (the "**Brinton Trust**"); ANNETTE M. ANDERSON, TRUSTEE OF THE F AND A ANDERSON FAMILY TRUST (the "**Anderson Trust**"); AND CAMILLE KIMPEL, TRUSTEE OF THE CAMILLE KIMPEL REVOCABLE TRUST (the "**Kimpel Trust**"); TOOELE COUNTY, a political subdivision of the State of Utah (sometimes herein, the "**County**"); and GRANTSVILLE CITY, a political subdivision of the State of Utah (sometimes herein, the "**City**"). For convenience, Jay A. Anderson, the Brinton Trust, the Anderson Trust and the Kimpel Trust are sometimes herein collectively referred to as the "**Andersons**."

RECITALS:

A. Until recently, the County has owned and maintained all of a public roadway ("**Little Mountain Road**"), formerly known as the North Grantsville Taylor Road and presently known as Little Mountain Road, a portion of which is located in Sections 16 and 17, Township 2 South, Range 6 West, Salt Lake Base and Meridian, in Tooele County, Utah.

B. On December 29, 2010, certain properties within the unincorporated areas of Tooele County, including without limitation those portions of Little Mountain Road located upon the annexed properties, were annexed into the City.

C. The Andersons own certain real property (the "**Anderson Property**") located in Section 17, Township 2 South, Range 6 West, Salt Lake Base and Meridian, in Tooele County, Utah, upon which a portion of Little Mountain Road is presently located, together with other real property which is adjacent to or in the vicinity of Little Mountain Road.

D. Lone Star Industries, Inc. ("**Lone Star**") owns certain real property (the "**Lone Star Property**") located in Section 16, Township 2 South, Range 6 West, Salt Lake Base and Meridian, in Tooele County, Utah, upon which a portion of Little Mountain Road is presently located, together with other real property which is adjacent to or in the vicinity of Little Mountain Road.

E. The State of Utah, School and Institutional Trust Lands Administration ("**SITLA**") owns certain real property (the "**SITLA Property**") located in Section 16, Township 2 South, Range 6 West, Salt Lake Base and Meridian, in Grantsville City, Tooele County, Utah, upon which a portion of Little Mountain Road is presently located, together with other real property which is adjacent to or in the vicinity of Little Mountain Road.

F. In connection with Geneva Rock's proposed use of Little Mountain Road for access to Geneva Rock's property proposed for use as Geneva Rock's North Grantsville Limestone Quarry, the Utah Department of Transportation ("**UDOT**") is requiring that Geneva

Rock relocate and reconfigure Little Mountain Road at the point at which it intersects with Utah State Highway 138 (“*SR-138*”) such that Little Mountain Road will intercept with SR-138 at a 90° angle. Such relocation will require that Little Mountain Road be relocated and realigned, which relocation and realignment will include the relocation of a portion of Little Mountain Road onto a portion of the Anderson Property and onto portions of the Lone Star Property and the SITLA Property.

G. In light of the annexation of the SITLA Property into the City and delays associated with road vacations being required by SITLA, the parties desire to terminate any prior agreements for the use of the Anderson Property to relocate Little Mountain Road and establish the terms of a new agreement, providing for an immediate closing on the dedication of a portion of the Anderson Property to the County for use in the relocation of Little Mountain Road and to provide for the vacation of the relocated portion of Little Mountain Road which is located on the Anderson Property (the “*Anderson Vacated Area*”) by the County on the terms and conditions set forth in this Agreement. The Anderson Vacated Area, together with all other roads or portions of roads to be vacated by the City and the County pursuant to the provisions of the agreements (collectively, the “*Other Agreements*”) yet to be entered into by Lone Star, SITLA, the City, the County and Geneva Rock are herein sometimes collectively referred to as the “*Vacated Roads*.”

NOW, THEREFORE, in consideration of the premises, the circumstances and the covenants and agreements of the parties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Geneva Rock, the Andersons, the County and the City hereby covenant and agree as follows:

1. Recitals and Exhibits. Recitals A through H and Exhibits A through C are by this reference incorporated herein.
2. Consideration to Andersons. At the Closing (as defined below in Section 10 hereof), Geneva Rock shall pay to the Andersons in collected funds the amount of Twelve Thousand and No/100 Dollars (\$12,000.00) (the “*Consideration*”), which shall be divided by the Title Company (as defined in Section 10 below) and remitted to the Andersons by the Title Company after payment of costs, expenses, property taxes or other obligations (if any) of the Andersons are to be paid from escrow.
3. Andersons’ Agreement to Dedicate. Subject to the conditions to the Andersons’ obligations set forth in this Agreement, at the Closing (as defined in Section 10 hereof) the Andersons shall dedicate to the County that portion of the Anderson Property described in Exhibit A attached hereto (the “*Anderson Dedication Property*”), by the Andersons’ execution and delivery of a warranty deed to the County, conveying and warranting the Anderson Dedication Property to the County, subject only to the Permitted Encumbrances (as defined in Section 4 hereof).
4. Permitted Encumbrances. As used in this Agreement, the term “Permitted Encumbrances” shall mean: (i) real property taxes and assessments against the Anderson Dedication Property for the year in which the Closing occurs; and (ii) those covenants,

conditions, restrictions, easements, rights-of-way encroachments, title exceptions and other matters which are set forth in Exhibit B attached hereto. The County shall accept a dedication of the Anderson Dedication Property subject to the Permitted Encumbrances described in this Section 4; provided, that real property taxes and assessments upon the Anderson Dedication Property for the year of the Closing shall be prorated as of the Closing Date (as defined in Section 10 hereof) and paid by the Andersons at the Closing as provided in Section 10(f) of this Agreement.

5. County Obligations.

5.1 Approval of Road Relocation. Subject to the conditions to the County's obligations set forth in this Agreement, the County hereby approves the relocation of Little Mountain Road to the location and configuration set forth in Exhibit C attached hereto (such relocated section of Little Mountain Road, the "**Relocated Road**") and the County shall receive and accept all dedications necessary for and shall permit the relocation and realignment of Little Mountain Road as located and configured on Exhibit C and as contemplated by this Agreement and the Other Agreements.

5.2 Road Specifications. Attached to this Agreement as Exhibit D are the County's specifications (the "**Specifications**") for construction of the Relocated Road. The County shall modify the Specifications, if necessary, to conform to the requirements of UDOT. After the Specifications have been approved by UDOT and Geneva Rock, no additional requirements, increased specifications, or improvements shall be required by the County for relocation, realignment and reconstruction of the Little Mountain Road.

5.3 Vacation of "Vacated Roads." Subject to the rights of the County set forth in Section 8 of this Agreement, when the Relocated Road has been accepted or deemed accepted (either an "**Acceptance**") by the City and the County in accordance with the provisions of Section 11 of this Agreement, the County shall, in accordance with and subject to all applicable laws, ordinances, and other requirements, automatically be deemed to have vacated the Vacated Roads as of the date of Acceptance of the Relocated Road, including those portions of Little Mountain Road situated upon the Anderson Vacated Area, if any, without requirement for payment or consideration by the Andersons, Geneva Rock, or any other person for such vacation of roadway.

5.4 Dedication Plat. Within sixty (60) days after Acceptance of the Relocated Road by the City and the County, Geneva Rock shall cause a Vacation and Dedication Plat (the "**Dedication Plat**") to be prepared consistent with the provisions of the Other Agreements and in a form and content reasonably acceptable to the City, the County, Lone Star, SITLA, Geneva Rock and, if deemed necessary by the City, the County, or Geneva Rock, the Andersons. The County shall approve and execute the Dedication Plat, together with such other persons, thereby vacating the Vacated Roads and accepting dedication to the County, as provided on the Dedication Plat, of the Relocated Road.

6. City Obligations.

6.1 Approval of Road Relocation. Subject to the conditions to the City's obligations set forth in this Agreement, the City hereby approves in accordance with all applicable laws, ordinances and other requirements the relocation of Little Mountain Road to the Relocated Road and the County shall receive and accept all dedications to the City necessary for and shall permit the relocation and realignment of Little Mountain Road as located and configured on Exhibit C and as contemplated by this Agreement.

6.2 Road Specifications. The City hereby approves in advance and agrees to accept as sufficient for all purposes pertaining to the relocation of Little Mountain Road contemplated by this Agreement, the Specifications now or hereafter established by the County in accordance with the provisions of this Agreement for construction of the Relocated Road.

6.3 Vacation of "Vacated Roads." Subject to the rights of the City set forth in Section 8 of this Agreement, when there has been an Acceptance of the Relocated Road by the City and the County in accordance with the provisions of Section 11 of this Agreement, the City shall automatically be deemed to have vacated the Vacated Roads as of the date of Acceptance of the Relocated Road, including those portions of Little Mountain Road situated upon the Anderson Vacated Area, without requirement for payment or consideration by the Andersons, Geneva Rock, or any other person for such vacation of roadway.

6.4 Dedication Plat. Within sixty (60) days after Acceptance of the Relocated Road by the City and the County, Geneva Rock shall cause a Dedication Plat to be prepared consistent with the provisions of the Other Agreements and in a form and content reasonably acceptable to the City, the County, Lone Star, SITLA, Geneva Rock and, if deemed necessary by the City, the County, or Geneva Rock, the Andersons. The City shall approve and execute the Dedication Plat, together with such other persons, thereby vacating the Vacated Roads and accepting dedication to the City, as provided on the Dedication Plat, of the Relocated Road.

7. Geneva Rock Road Relocation Obligations. Subject to the conditions to Geneva Rock's obligations set forth in this Agreement, Geneva Rock shall within twelve (12) months after the satisfaction of the conditions set forth in Section 8 of this Agreement, Geneva Rock shall, at its cost and expense, complete the construction of the physical improvements required to relocate, realign and construct portions of Little Mountain Road as located and configured in Exhibit C attached hereto and in accordance with the Specifications. Within sixty (60) days after Acceptance of the Relocated Road by the City and the County, Geneva Rock shall cause the Dedication Plat to be prepared, at the cost and expense of Geneva Rock, and shall deliver the same to parties identified thereon as signators and shall exercise commercially reasonable efforts to cause the Dedication Plat to be executed by the persons identified thereon and recorded in the records of the Tooele County Recorder.

8. Conditions to Geneva Rock's Obligations. The obligations of Geneva Rock under this Agreement to relocate, realign and construct a portion of Little Mountain Road as provided in this Agreement are subject to the fulfillment of the following conditions:

(a) The Andersons, the County and the City shall have timely performed and complied in all material respects with their respective obligations, covenants and agreements contained in this Agreement to be performed and complied with at the appropriate times for such performance and compliance.

(b) Geneva Rock, the County and the City shall have entered into the Other Agreements with Lone Star and with SITLA, pursuant to which Lone Star and SITLA shall agree to dedicate portions of the Lone Star Property and the SITLA Property to the County and the City, respectively, on terms and conditions acceptable to Geneva Rock, and Lone Star, SITLA, the County and the City shall have each timely performed all of their obligations which relate to or are necessary for Geneva Rock to complete and fulfill its obligations for relocation, realignment and construction of Little Mountain Road pursuant to the provisions of the Other Agreements and this Agreement.

(c) UDOT shall have approved (i) the relocation of Little Mountain Road as set forth in Exhibit C attached hereto, (ii) the proposed intersection of the relocated Little Mountain Road with SR-138, and (iii) the Specifications and there shall be no other legal or physical impediments to the construction and "Acceptance" of the Relocated Road.

(d) Within one (1) year after the Closing, Geneva Rock shall have received all governmental approvals, permits (including, without limitation, a conditional use permits from Tooele County) and licenses required for Geneva Rock to establish and operate upon the Geneva Rock property referred to herein as Geneva Rock's North Grantsville Limestone Quarry the following operations: (i) a limestone quarry; (ii) an asphalt batch plant; (iii) a concrete batch plant; (iv) rock crushing operations; and (v) all other related or supporting operations desired by Geneva Rock for the activities and operations in items (i) through (iv).

In the event that each and all of such conditions shall not have been satisfied or performed prior to the date of any required performance by Geneva Rock under this Agreement, or waived in writing by Geneva Rock, Geneva Rock shall have the right at any time prior to Geneva Rock's relocation of Little Mountain Road, at Geneva Rock's option, to terminate this Agreement by giving written notice of such termination to the Andersons, the County and the City, in which event this Agreement shall automatically terminate, and Geneva Rock, the Andersons, the County and the City each shall be automatically released and discharged from all further obligations and liabilities hereunder, except those obligations of a party arising from its breach of this Agreement or expressly provided herein to survive a termination of this Agreement.

9. Geneva Rock Right of Rescission. Geneva Rock, the Andersons, the County and the City each acknowledge and agree that the transaction contemplated by this Agreement will be closed by the parties concurrently with the execution of this Agreement and prior to: (a) the execution of the Other Agreements by Geneva Rock, the City, the County, Lone Star and SITLA; (b) the approval by the City and the County in accordance with all applicable laws and ordinances of this Agreement, the Other Agreements, and the vacation of the Vacated Roads; (c)

the satisfaction of the conditions set forth in Section 8 of this Agreement; (d) the Acceptance of the Relocated Road by the City and the County; (e) the Dedication Plat having been approved, executed and recorded as contemplated by Sections 5.4 and 6.4 of this Agreement; and (f) any other matters required for the Vacated Roads to be vacated and the Relocated Road to be used by the general public and by Geneva Rock in connection with the operation of Geneva Rock's proposed North Grantsville Lime Stone Quarry which will be accessed by the Taylor Mountain Road (collectively, the "**Road Relocation Events**"). Geneva Rock, the Andersons, the County and the City agree that at any time after the execution of this Agreement and the Closing, and prior to Acceptance of the Relocated Road and the commencement of use thereof as a public road by Geneva Rock and the general public, the City and the County (only upon the failure of the Road Relocation Events set forth in Sections 9(a) and 9(b) hereof) and/or Geneva Rock (for the failure of any of the Road Relocation Events) shall have the right, upon written notice to the other parties to this Agreement, to elect to rescind this Agreement. In the event Geneva Rock elects to rescind this Agreement pursuant to the provisions of this Section 9, the rescission of this transaction shall be accomplished at a closing (the "**Rescission Closing**") at the Salt Lake City Commercial Division office of First American Title Insurance Company (the "**Title Company**"), presently located at 560 South 300 East, Salt Lake City, Utah 84111, Attn: Ms. Cathy C. Prestwich, with each party covenanting and agreeing to perform and accomplish the rescission as follows: (i) The County shall convey to each of the Andersons, respectively, the Property in the same ownership interests as they held title to the Property as a matter of public record immediately prior to the Closing, by separate special warranty deed of the County to each of Jay A. Anderson, the Brinton Trust, the Anderson Trust and the Kimpel Trust, subject only to those exceptions affecting title to the Property at the time of the Closing and conveyance of the Property to the County; (ii) the Andersons shall remit to Geneva Rock through escrow by wire transfer to the Title Company the Consideration in the amount of \$12,000.00; (iii) Geneva Rock shall pay the customary costs and expenses of such Closing; provided, however, that any title insurance desired by the Andersons shall be purchased at the cost and expense of the Andersons; and (iv) each of the parties shall take such other action and deliver such other documents or instruments as may be reasonably required to restore the Andersons, Geneva Rock, the County, or the City to the positions the parties were in immediately prior to the Closing (except for the allocation of costs and expenses and title insurance premiums as provided in this Agreement).

Upon consummation of the Rescission Closing as contemplated herein, within twelve (12) months thereafter Geneva Rock shall, at the cost and expense of Geneva Rock, remove any improvements constructed upon the Property by Geneva Rock and restore the surface of the Property to roughly the same grade and condition as existed on the initial Closing Date. The covenants and provisions of this Section 9 shall survive the Closing.

10. Closing. The closing (the "**Closing**") of: (i) the Andersons' conveyance and dedication of the Anderson Dedication Property to the County, as required for the above-described relocation and realignment of Little Mountain Road, shall be accomplished at the Title Company on the Effective Date concurrently with the execution of this Agreement. The date on which the Closing actually takes place or, if more than one day is required to complete the Closing, the date on which the Closing is actually accomplished is herein referred to as the "**Closing Date**." At the Closing, the following shall occur, each party covenanting to perform

each obligation on its part and each obligation being considered a condition to each other obligation set forth in this Section 10:

(a) The Andersons shall execute, acknowledge and deliver to the County a warranty deed to the Anderson Dedication Property, subject only to the Permitted Encumbrances as provided in Section 4 hereof.

(b) The Andersons shall cause any person or entity holding a trust deed, mortgage or other interest in or to the Anderson Dedication Property, or any portion thereof, which interest is not a Permitted Encumbrance as provided in Section 4 hereof, to execute, acknowledge and deliver to the County a deed of partial reconveyance, discharge or release of such interest with respect to all of the Anderson Dedication Property. All of such releases, discharges and reconveyances shall be accomplished at the cost and expense of The Andersons and shall be in form and content acceptable to the County and the Title Company.

(c) The Andersons shall pay the real property taxes and assessments upon the Anderson Dedication Property through the Closing Date. Such amount may be estimated based upon taxes and assessments for the preceding year and the square footage of the Anderson Dedication Property relative to the entire parcel included within the tax notice(s) with respect to the Anderson Dedication Property.

(d) Geneva Rock shall pay to the Andersons, through escrow, the Consideration in accordance with the provisions of Section 2 hereof.

(e) After recording the Andersons' warranty deed to the Andersons' Dedication Property, the Title Company shall disburse the Consideration to the Andersons as follows:

- (i) \$3,000.00 to Jay A. Anderson;
- (ii) \$3,000.00 to the Brinton Trust;
- (iii) \$3,000.00 to the Anderson Trust; and
- (iv) \$3,000.00 to the Kimpel Trust.

(f) Geneva Rock shall pay the escrow fees and recording fees associated with Closing the subject transaction.

(e) Geneva Rock, the Andersons and the County shall execute and deliver to each other a settlement statement reflecting the payments and disbursements described in this Section 10.

11. Acceptance of Construction and Relocated Road. The County and the City shall be deemed to have approved and accepted the Relocated Road upon the first to occur of the following: (a) Written acceptance by the County and/or the City, respectively, of the Relocated Road; or (b) the expiration of thirty (30) days after the County and the City receive written notice

(the "**Completion Notice**") from Geneva Rock of its completion of the Relocated Road substantially in accordance with the Specifications and in the location and configuration set forth in Exhibit C attached hereto. Provided, that if the County or the City makes a formal and reasonable objection to the relocation, realignment and/or construction of the Relocated Road within thirty (30) days after its receipt of the Completion Notice, and provided that such objection is based upon the failure of the Relocated Road to be relocated, realigned and constructed substantially in accordance with the Specifications or the failure of the Relocated Road to be configured and located substantially as set forth in Exhibit C attached hereto, the Relocated Road shall not be deemed to have been accepted by the party that has made a formal objection to Geneva Rock as provided above in this Section 11 and Geneva Rock shall bring the Relocated Road into substantial compliance with the Specifications and Exhibit C attached hereto, at which time Geneva Rock shall give a second completion notice to the City and the County and the foregoing timing and approval provisions for approval of the Relocated Road by the County and the City shall apply. From and after the date the County and the City accept, or are deemed to have accepted, the Relocated Road pursuant to the provisions of this Section 11 (an "**Acceptance**" as also provided in Section 5.3 hereof), the City shall automatically assume all responsibility for maintenance of that section of the Relocated Road located within the City as with other City owned or controlled roads.

12. Additional Rights of Access and Construction. The Andersons, the County and the City hereby grant Geneva Rock a temporary right of access during the course of construction of the Relocated Road and other work pertaining to the relocation of Little Mountain Road in, around and across portions of the existing Little Mountain Road and the Anderson Property not included within the Anderson Dedication Property as reasonably required by Geneva Rock for staging and performance of the work associated with such relocation, realignment and construction of Little Mountain Road.

13. General Provisions.

13.1 Commissions. Each of the parties hereto represents and warrants to the other parties to this Agreement, that no broker or finder has been engaged by the respective party in connection with this Agreement or any of the transactions contemplated by this Agreement, is in any way connected with this Agreement or any of such transactions, or is entitled to any fee or commission as a result of this Agreement or any of the transactions contemplated hereby. In the event of a claim for a broker's or finder's fee or commission in connection with this Agreement or any of the transactions contemplated hereby: Each party (the "**Indemnifying Party**") shall indemnify, save harmless and defend the other parties from and against such claim if it is based upon any statement, representation, or agreement alleged to have been made by the Indemnifying Party. Notwithstanding any other provisions in this Agreement to the contrary, the foregoing indemnity obligation shall survive the Closing and/or the cancellation and/or termination of this Agreement.

13.2 Notices. All notices and other communications provided for in this Agreement shall be in writing and shall be personally delivered or sent by certified or registered U.S. mail, return receipt requested, postage prepaid, or sent by Federal Express or other nationally recognized overnight carrier, and addressed to the respective party at the address set forth below or at such

other address as such party may hereafter designate by written notice to the other parties as herein provided.

To Geneva Rock: Geneva Rock Products, Inc.
Attn: Mr. Brent R. Sumsion
1565 West 400 North
Orem, UT 84057

To Jay A. Anderson: Mr. Jay A. Anderson
799 North 600 West
Grantsville, UT 84029

To the Brinton Trust: Ms. Connie A. Brinton, Trustee
The Connie A. Brinton Living Trust
1149 Brickyard Road, Apt. 1103
Salt Lake City, UT 84106

To the Anderson Trust: Ms. Annette M. Anderson, Trustee
The F and A Anderson Family Trust
825 Old Lincoln Hwy.
Grantsville, UT 84029

To the Kimpel Trust: Ms. Camille Kimpel, Trustee
The Camille Kimpel Revocable Trust
3526 E. Hermes Drive
Holladay, UT 84124

To the County: Tooele County
Attn: Scott A. Broadhead
74 South 100 East, Suite 26
Tooele, UT 84074

To the City: Grantsville City
Attn: Joel K. Linares
429 East Main Street
Grantsville, UT 84029

If personally delivered, notices and other communications under this Agreement shall be deemed to have been given and received and shall be effective when personally delivered. If sent by mail or by courier in the form specified in this section, notices and other communications under this Agreement shall be deemed to have been given and received and shall be effective upon receipt or upon refusal of the addressee to accept such notice.

13.3 Costs. Except as expressly provided in this Agreement to the contrary, Geneva Rock, the Andersons, the County and the City each shall pay their own costs and expenses incurred in preparation and execution of and performance under this Agreement.

13.4 Entire Agreement. This Agreement, including the exhibits attached hereto, constitutes the entire agreement between the parties hereto relative to the subject matter hereof. Any prior negotiations, correspondence, or understandings relative to the subject matter hereof shall be deemed to be merged in this Agreement and shall be of no further force or effect. This Agreement may not be amended or modified except in writing executed by both of the parties hereto.

13.5 Interpretation. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Utah. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include both other genders, and the term "person" shall include an individual, partnership (general or limited), corporation, limited liability company, trust, governmental entity or other entity or association, or any combination thereof. The section headings contained in this Agreement are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. Time is of the essence. The provisions of this Agreement shall be construed both as covenants and conditions in the same manner as though the words importing such covenants and conditions were used in each separate provision hereof. Exhibits A through C attached hereto are by this reference incorporated herein and made a part hereof. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any of the parties.

13.6 Electronic Transmission/Counterparts. The parties acknowledge and agree that this Agreement may be executed in counterpart and via fax or e-mail transmission. The parties agree that a signature on this Agreement, which is transmitted by fax or e-mail, will be binding upon all parties hereto as though such signature had been executed and delivered in person. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original, and all of which shall together constitute one and the same instrument.

13.7 No Waiver. Acceptance by any party of any performance less than required hereby shall not be deemed to be a waiver of the rights of such party to enforce all of the terms and conditions hereof. No waiver of any such right hereunder shall be binding unless reduced to writing and signed by the party to be charged therewith.

13.8 Invalidity of Provision. If any provisions of this Agreement as applied to any party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permitted by applicable law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Agreement as a whole.

13.9 Force Majeure. If the performance of this Agreement by any party, or of any obligation under this Agreement, is prevented, restricted, or interfered with by reason of war, terrorism, revolution, civil commotion, acts of public enemies, blockade, embargo, national strikes, any law, order, proclamation, regulation, ordinance, demand, or requirement having a

legal effect of any government or any judicial authority or representative of any such government, any other act whatsoever, whether similar or dissimilar to those referred to in this Section, that is beyond the reasonable control of the party affected, then the party so affected will, upon giving written notice to the other party, be excused from such performance to the extent of such prevention, restriction, or interference, but the party so affected will use commercially reasonable efforts to avoid or remove such causes of nonperformance, and will continue performance hereunder whenever such causes are removed.

13.10 Survival. Sections 1,4,5,6,7,8,9,11,12 and 13 of this Agreement shall survive the Closing.

13.11 No Assignment. None of the parties to this Agreement shall have the right to assign or transfer this Agreement or the rights or interests of such party hereunder without the prior written consent of the other parties hereto in each instance, which consent may be withheld by the other parties in their sole and absolute discretion.

13.12 Attorney's Fees. If any action is brought because of any breach of or to enforce or interpret any of the provisions of this Agreement, the party prevailing in such action shall be entitled to recover from the other party reasonable attorneys' fees and court costs incurred in connection with such action, the amount of which shall be fixed by the court and made a part of any judgment rendered.

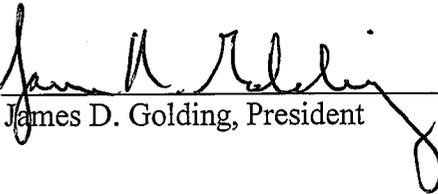
13.13 Additional Actions. Each party, including the County and the City, shall execute, acknowledge and deliver such other documents and instruments and take such other action as the other party or its legal counsel may reasonably require in order to document and carry out the transaction contemplated in this Agreement.

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

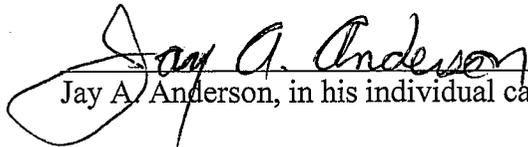
[Signatures on following pages]

GENEVA ROCK:

GENEVA ROCK PRODUCTS, INC., a Utah corporation,

By 
James D. Golding, President

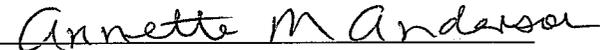
THE ANDERSONS:


Jay A. Anderson, in his individual capacity

THE CONNIE A. BRINTON LIVING TRUST,

By 
Connie A. Brinton, Trustee

THE F AND A ANDERSON FAMILY TRUST,

By 
Annette M. Anderson, Trustee

THE CAMILLE KIMPEL REVOCABLE TRUST,

By 
Camille Kimpel, Trustee

CITY:

GRANTSVILLE CITY, a political subdivision of
the State of Utah

By Brent K. Marshall
Name Brent K. Marshall
Its Mayor

APPROVED AS TO FORM:

By JL
Name Joel Linares
City Attorney

ATTEST:

By Rachel L. Wright
Name Rachel L. Wright
City Recorder

COUNTY:

TOOELE COUNTY, a political subdivision of
the State of Utah

By Colleen S. Johnson
Colleen S. Johnson, Chairman
Tooele County Commission

APPROVED AS TO FORM:

Doug Hogan
Doug Hogan,
Tooele County Attorney

ATTEST:

Marilyn K. Gillette
Marilyn K. Gillette, Clerk

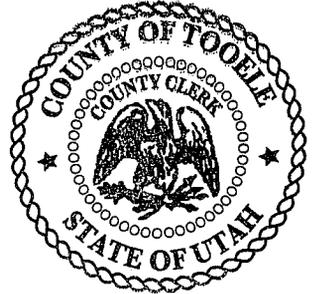


EXHIBIT A

DESCRIPTION OF THE ANDERSON DEDICATION PROPERTY

A sixty-foot (60.00') wide parcel located in the North half of the Southeast Quarter of Section 17, Township 2 South, Range 6 West, Salt Lake Base and Meridian, Tooele County, Utah, for the purpose of a Tooele County road being thirty feet (30.00') each side of the following described centerline:

Beginning at a point on the East line of the Grantors property said point being North $00^{\circ}39'55''$ East 1318.64 feet from the found Tooele County Survey monument representing the Southeast Corner of said Section 17 and running thence Southwesterly along the arc of a 926.00 foot radius curve to the right (long chord bearing South $80^{\circ}46'37''$ West, long chord distance 315.17 feet) through a central angle of $19^{\circ}35'47''$ a distance of 316.71 feet; thence North $89^{\circ}25'30''$ West 2413.32 feet more or less to the West line of Grantors property and the West line of said Southeast Quarter of Section 17 and the point of terminus.

Area of parcel encompasses: 163,803 sq. ft. or 3.760 acres.

Basis of bearing for this description is North $00^{\circ}39'55''$ East 2556.15 feet (measured) between the found Tooele County Survey monument representing the Southeast Corner of Section 17 and the found U.S. General Land Office Survey monument (1912) representing the East Quarter of Section 17, Township 2 South, Range 6 West, Salt Lake Base and Meridian.

EXHIBIT B

PERMITTED ENCUMBRANCES

1. Unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
2. Any charge upon the land by reason of its inclusion in Tooele County Landfill.
3. The effect of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, by reason of that certain Application for Assessment and Taxation of Agricultural Land, recorded December 12, 1994 as Entry No. 70588, in Book 387, at Page 366 of the official records of Tooele County.
4. Reservations contained in that certain Patent recorded February 13, 1953 as Entry No. 233548, in Book 4-E, at Page 602 of the official records of Tooele County.
5. Any prior reservations and/or any minerals in or under said land including, but not limited to metals, oil, gas, coal, stone and mineral rights, mining rights, lease rights and easement rights or other matters relating thereto, whether expressed or implied.
6. Lack of a legal right of vehicular access to and from the land.

EXHIBIT C

**LOCATION AND CONFIGURATION OF
LITTLE MOUNTAIN ROAD RELOCATION**

NOTES:

1. ALL WORK SHALL MEET ALL LOCAL COUNTY ENGINEERING AND ROAD DEPARTMENT REQUIREMENTS.
2. GENEVA QUARRY ROAD SHALL BE CONSTRUCTED WITH A WEARING SURFACE OF LIME TREATING UNTIL SUCH THAT THE COUNTY DETERMINES THAT THE ROAD MEETS THE REQUIREMENTS.
3. ALL EXISTING UTILITIES IN THE VICINITY OF THE GENEVA QUARRY ROAD, CLOSED ROADS SHALL BE REPAIRS, RELOCATED TO CHECK EROSION, AND RESTORED.
4. THE ELEVATIONS SHALL BE THE FOLLOWING METERS AND APPLICATION RATE:
 - WINDING WAYS SUBURBIAH 14.0 US
 - LEWIS LANE 14.0 US
 - PAINT CANYON ROAD 14.0 US
 - WESTERN YARDWAY 14.0 US

TOTAL 16.5 LINEAR FEET (5.0 METERS) SHALL BE INDICATED ON THE DISTURBED AREA AND SHALL BE TURNED TO COVER THE AREA. WORKING SHALL BEGIN ON OCTOBER 1ST AND NOVEMBER 15TH. ALL WORK SHALL BE COMPLETED BY THE END OF NOVEMBER 15TH.

POCKY DITCHES AND TURNOUTS SHALL BE CONSTRUCTED ACCORDING TO THE DRAWINGS TO MINIMIZE EROSION.

GENEVA ROCK PRODUCTS, INC.
 GRANTSVILLE NORTH PIT
 PLAN AND PROFILE
 GENEVA QUARRY ROAD
 STA:83+00 TO STA:91+65.71

BBINGHAM ENGINEERING
 1000 N. 1000 E. SUITE 100
 GRANTSVILLE, UT 84041
 PHONE: 801-375-1111
 FAX: 801-375-1112
 WWW.BBINGHAMENGINEERING.COM

Project No. 12/03/2010 Contract No. 05/20/10
 Date: 05/20/10
 Scale: 1" = 40' HORIZONTAL
 1" = 10' VERTICAL

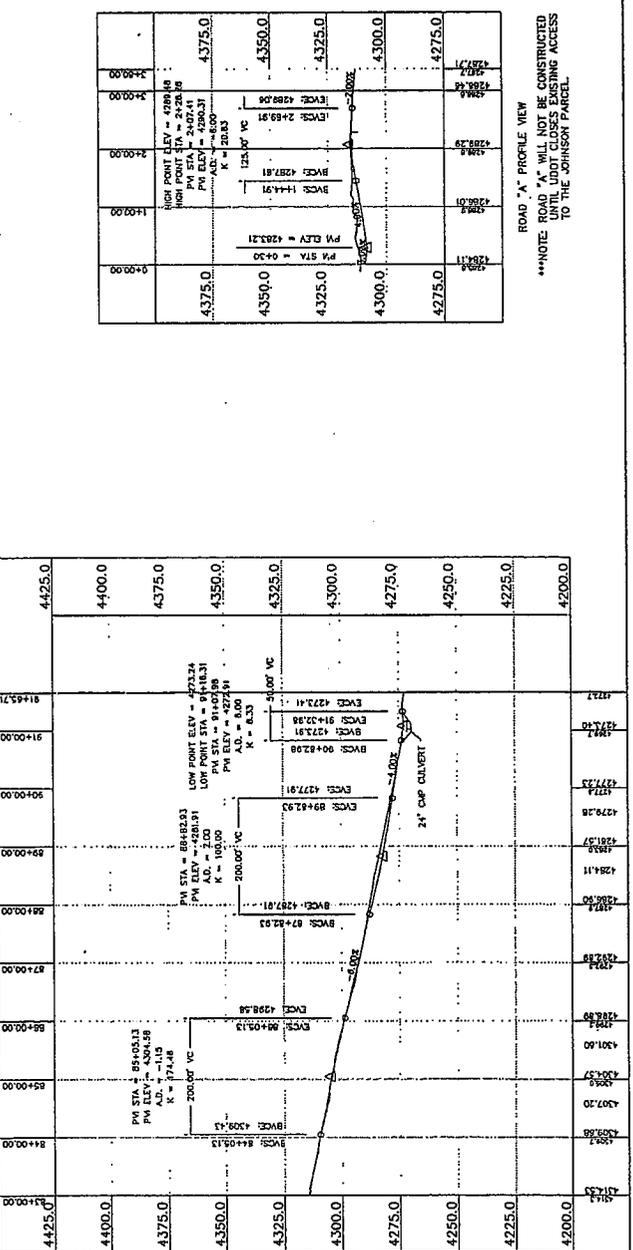
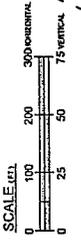
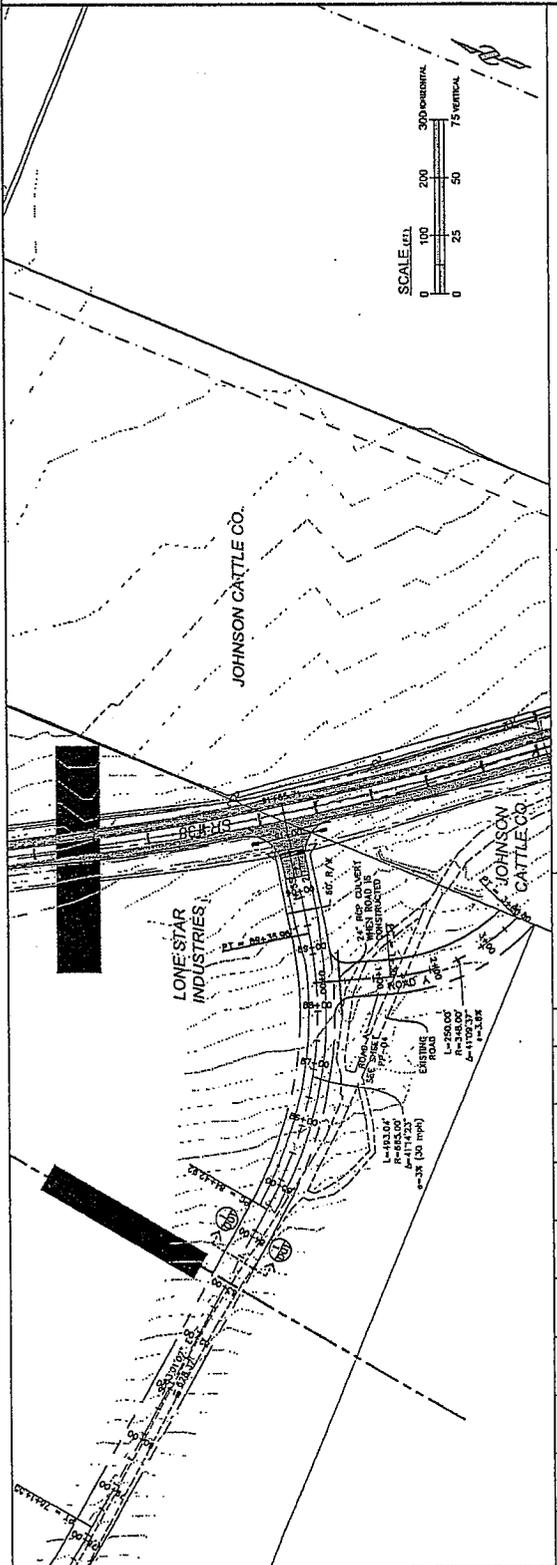
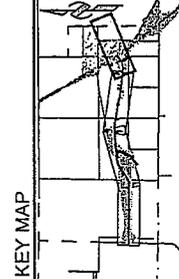
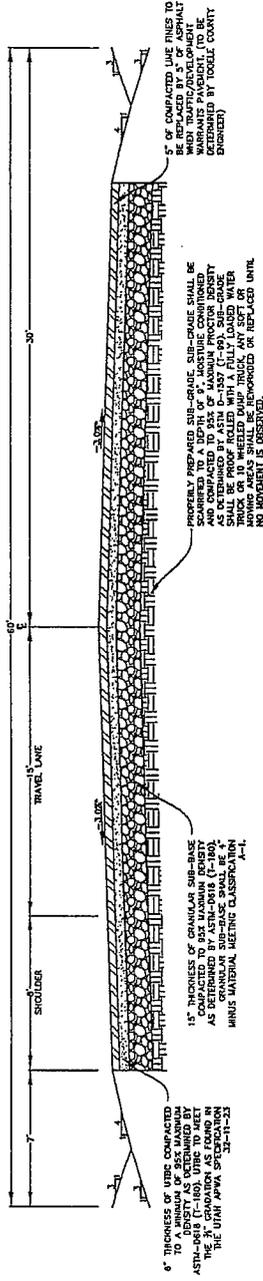


EXHIBIT D

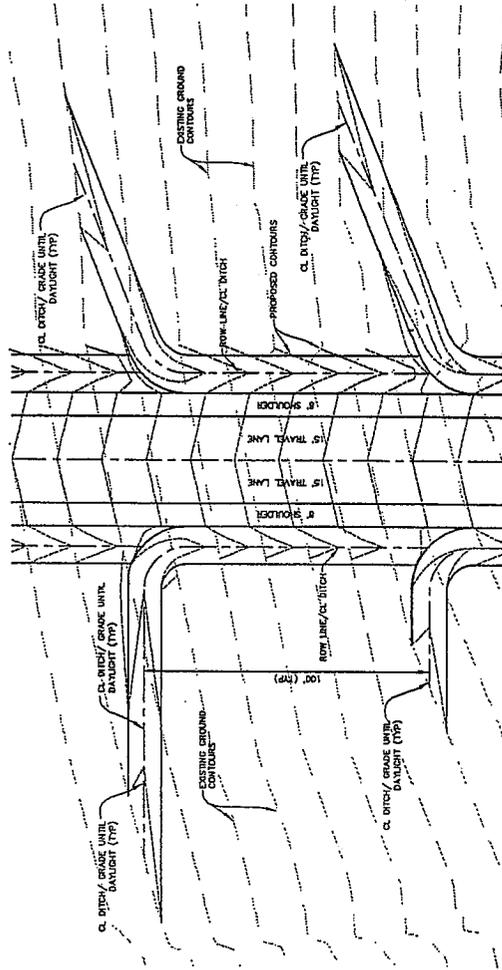
SPECIFICATIONS FOR THE RELOCATED ROAD

NOTES:



* TYPICAL ROAD CROSS SECTION SHALL HAVE BY GRADE & BASE EXCEPT AT LOCATIONS WHERE SUPERELEVATION AT CURVES IS SHOWN ON PLAN VIEW (MAXIMUM SUPERELEVATION IS 4%)

1 ROAD CROSS SECTION



TYPICAL TURNOUT DETAIL

No.	By	Date	Description

GENEVA ROCK PRODUCTS, INC.
GRANTSVILLE NORTH PIT
LITTLE MOUNTAIN ROAD
DETAILS

BINGHAM ENGINEERING
INC.
1000 N. 1000 E.
GRANTSVILLE, UT 84408
PHONE: 801-393-8888
FAX: 801-393-8888
WWW.BINGHAMENGINEERING.COM

PROJECT: GRANTSVILLE NORTH PIT
DATE: 12/03/2010
DRAWN: JEL
CHECKED: JEL
SCALE: AS SHOWN
SHEET: 1 OF 1
JOB NO: D01

STATE OF UTAH
DIVISION OF PUBLIC UTILITIES
15300 SOUTH 2000 WEST, SUITE 200
GRANTSVILLE, UT 84408
PHONE: 801-438-7000
FAX: 801-438-7001
WWW.PU.UTAH.GOV

Ent: 373576 - Pg 1 of 3
Date: 8/22/2012 11:16:00 AM
Fee: \$16.00
Filed By: eCASH
Jerry M. Houghton, Recorder
Tooele County Corporation
For: First American NCS - South Temple

WHEN RECORDED, MAIL TO:

TOOELE COUNTY
Attn: Scott A. Broadhead
74 South 100 East, Suite 26
Tooele, Utah 84074

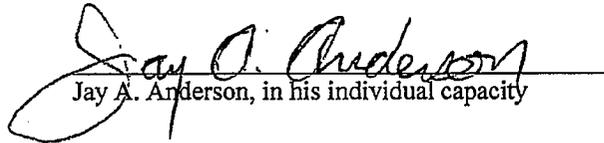
Parcel No. 05-075-A-0003

WARRANTY DEED

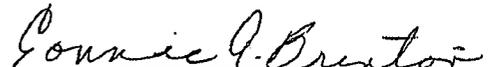
For good and valuable consideration, JAY A. ANDERSON, an individual; CONNIE A. BRINTON, Trustee of the CONNIE A. BRINTON LIVING TRUST; ANNETTE M. ANDERSON, Trustee of the F AND A ANDERSON FAMILY TRUST; AND CAMILLE KIMPEL, Trustee of the CAMILLE KIMPEL REVOCABLE TRUST, collectively as Grantor, hereby CONVEY AND WARRANT to TOOELE COUNTY, a political subdivision of the State of Utah, having a mailing address of 74 South 100 East, Suite 26, Tooele, Utah 84074, as Grantee, that certain real property situated in Tooele County, State of Utah, as more particularly described in attached Exhibit A (the "Subject Property"), SUBJECT TO all matters of record as of the date hereof and the exceptions described in attached Exhibit A.

Dated as of the 17th day of August, 2012

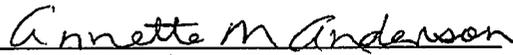
FIRST AMERICAN TITLE
448151 CP


Jay A. Anderson, in his individual capacity

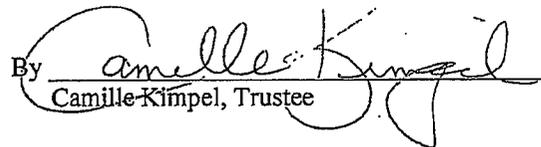
THE CONNIE A. BRINTON LIVING TRUST

By 
Connie A. Brinton, Trustee

THE F AND A ANDERSON FAMILY TRUST

By 
Annette M. Anderson, Trustee

THE CAMILLE KIMPEL REVOCABLE TRUST

By 
Camille Kimpel, Trustee

WHEN RECORDED, MAIL TO:

TOOELE COUNTY
Attn: Scott A. Broadhead
74 South 100 East, Suite 26
Tooele, Utah 84074

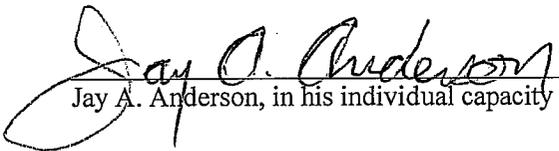
Parcel No. 05-075-A-0003

WARRANTY DEED

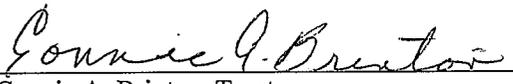
For good and valuable consideration, JAY A. ANDERSON, an individual; CONNIE A. BRINTON, Trustee of the CONNIE A. BRINTON LIVING TRUST; ANNETTE M. ANDERSON, Trustee of the F AND A ANDERSON FAMILY TRUST; AND CAMILLE KIMPEL, Trustee of the CAMILLE KIMPEL REVOCABLE TRUST, collectively as Grantor, hereby CONVEY AND WARRANT to TOOELE COUNTY, a political subdivision of the State of Utah, having a mailing address of 74 South 100 East, Suite 26, Tooele, Utah 84074, as Grantee, that certain real property situated in Tooele County, State of Utah, as more particularly described in attached Exhibit A (the "Subject Property"), SUBJECT TO all matters of record as of the date hereof and the exceptions described in attached Exhibit A.

Dated as of the 17th day of August, 2012

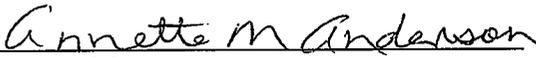
FIRST AMERICAN TITLE
448151 CP


Jay A. Anderson, in his individual capacity

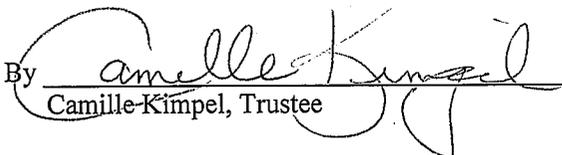
THE CONNIE A. BRINTON LIVING TRUST

By 
Connie A. Brinton, Trustee

THE F AND A ANDERSON FAMILY TRUST

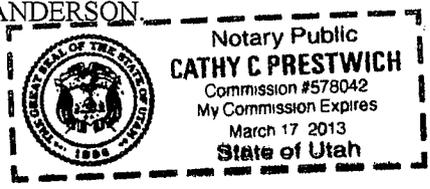
By 
Annette M. Anderson, Trustee

THE CAMILLE KIMPEL REVOCABLE TRUST

By 
Camille-Kimpel, Trustee

STATE OF UTAH)
 : SS.
COUNTY OF Salt Lake)

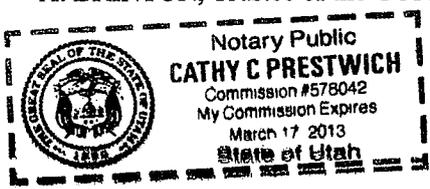
The foregoing instrument was acknowledged before me this 17th day of August, 2012, by JAY A. ANDERSON.



Cathy C Prestwich
NOTARY PUBLIC

STATE OF UTAH)
 : SS.
COUNTY OF Salt Lake)

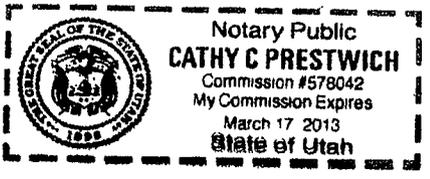
The foregoing instrument was acknowledged before me this 17th day of August, 2012, by CONNIE A. BRINTON, Trustee of the CONNIE A. BRINTON LIVING TRUST.



Cathy C Prestwich
NOTARY PUBLIC

STATE OF UTAH)
 : SS.
COUNTY OF Salt Lake)

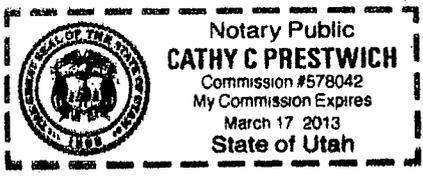
The foregoing instrument was acknowledged before me this 17th day of August, 2012, by ANNETTE M. ANDERSON, Trustee of the F AND A ANDERSON FAMILY TRUST.



Cathy C Prestwich
NOTARY PUBLIC

STATE OF UTAH)
 : SS.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 17th day of August, 2012, by CAMILLE KIMPEL, Trustee of the CAMILLE KIMPEL REVOCABLE TRUST.



Cathy C Prestwich
NOTARY PUBLIC

Parcel No. 05-075-A-0003

EXHIBIT A

(Description of the Subject Property)

A sixty-foot (60.00') wide parcel located in the North half of the Southeast Quarter of Section 17, Township 2 South, Range 6 West, Salt Lake Base and Meridian, Tooele County, Utah, for the purpose of a Tooele County road being thirty feet (30.00') each side of the following described centerline:

Beginning at a point on the East line of the Grantors' property said point being North 00°39'55" East 1318.64 feet from the found Tooele County Survey monument representing the Southeast Corner of said Section 17 and running thence Southwesterly along the arc of a 926.00 foot radius curve to the right (long chord bearing South 80°46'37" West, long chord distance 315.17 feet) through a central angle of 19°35'47" a distance of 316.71 feet; thence North 89°25'30" West 2413.32 feet more or less to the West line of Grantors' property and the West line of said Southeast Quarter of Section 17 and the point of terminus.

SUBJECT TO:

1. Real property taxes and assessments against the Subject Property for 2012.
2. Unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
3. Any charge upon the land by reason of its inclusion in Tooele County Landfill.
4. The effect of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, by reason of that certain Application for Assessment and Taxation of Agricultural Land, recorded December 12, 1994 as Entry No. 70588, in Book 387, at Page 366 of the official records of Tooele County.
5. Reservations contained in that certain Patent recorded February 13, 1953 as Entry No. 233548, in Book 4-E, at Page 602 of the official records of Tooele County.
6. Any prior reservations and/or any minerals in or under said land including, but not limited to metals, oil, gas, coal, stone and mineral rights, mining rights, lease rights and easement rights or other matters relating thereto, whether expressed or implied.
7. Lack of a legal right of vehicular access to and from the land.

Basis of bearing for this description is North 00°39'55" East 2556.15 feet (measured) between the found Tooele County Survey monument representing the Southeast Corner of Section 17 and the found U.S. General Land Office Survey monument (1912) representing the East Quarter of Section 17, Township 2 South, Range 6 West, Salt Lake Base and Meridian.

Area of parcel encompasses: 163,803 sq. ft. or 3.760 acres.