

**THIS INSTRUMENT PREPARED BY:**  
Anne B. Mathes, Esq.  
Baker, Donelson, Bearman & Caldwell, P.C.  
165 Madison Avenue, Suite 2000  
Memphis, TN 38103

**AFTER RECORDING RETURN TO:**  
Sutherland Asbill & Brennan LLP  
999 Peachtree Street, NE  
Atlanta, GA 30309-3996  
Attention: Rebecca A. Culpepper, Esq.

**MAIL TAX NOTICES TO:**  
Martin Marietta Materials of Alabama, LLC  
% Martin Marietta Materials, Inc.  
2710 Wycliff Road  
Raleigh, NC 27607  
Attention: Director of Tax

Because this Special Corporate Warranty Deed 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 Grantor, 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.

---

**SPECIAL CORPORATE WARRANTY DEED**  
(Site Number: #172, Lee Parcel - Shelby County, Alabama)

WHEREAS, on March 11, 2002, U.S. Aggregates, Inc., a Delaware corporation, together with certain of its subsidiaries and affiliates, including the GRANTOR hereunder (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 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, pursuant to the Oldcastle Purchase Agreement, Oldcastle may designate one or more designees to take title to any of the assets to be acquired pursuant to the Oldcastle Purchase Agreement;

WHEREAS, affiliates of Oldcastle and Martin Marietta Materials, Inc., a North Carolina corporation ("Designee"), entered into that certain Agreement of Purchase and Sale of Assets, dated as of April 30, 2002 (the "Designee Purchase Agreement"), pursuant to which Oldcastle agreed to transfer, or cause the Debtors to transfer, certain of the assets of the Debtors which are the subject of the Oldcastle Purchase Agreement to Designee on the terms and conditions set forth in the Designee Purchase Agreement;

Alabama

WHEREAS, as permitted by Section 11.4 of the Designee Purchase Agreement, Designee assigned its rights to acquire the Property (as hereinafter defined) under such agreement to **MARTIN MARIETTA MATERIALS OF ALABAMA, LLC**, a Delaware limited liability company ("GRANTEE"), a wholly-owned subsidiary of Designee;

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; and

WHEREAS, in accordance with the terms and conditions of the Oldcastle Purchase Agreement, Oldcastle has named the GRANTEE hereunder its designee with respect to the Property described herein;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid by GRANTEE, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **SRM AGGREGATES, INC.**, an Alabama corporation with an address of 4200 Colonnade Parkway, Suite 100, Birmingham, Alabama 35243, herein called "GRANTOR", has bargained and sold, and by these presents transfers, conveys and grants "GRANTEE", its successor and assigns, a certain tract or parcel of land in Shelby County, Alabama, described as follows, to-wit (the "Property"):

(SEE **EXHIBIT "A"** ATTACHED HERETO AND INCORPORATED  
BY REFERENCE AS FULLY AS THOUGH COPIED HEREIN.)

The Property described herein is conveyed to the GRANTEE 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 Property 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"** and as otherwise contained in this Special Corporate Warranty Deed.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, its successors and assigns, forever in fee simple, and GRANTOR covenants with said GRANTEE that it is lawfully seized and possessed of the Property in fee simple, has a good right to convey it, and the same is free from all encumbrances made or suffered by GRANTOR, unless otherwise herein set out; and GRANTOR further covenants and binds itself, its successors, and assigns, to warrant and forever defend the title to the Property to the said GRANTEE, its successors and assigns, against the lawful claims of all persons claiming by, through or under the GRANTOR, but not further or otherwise.

GRANTEE acknowledges that GRANTEE may assert its remedies for the breach of any representation, warranty or covenant contained herein only against Oldcastle and that GRANTEE may not assert any such remedies against GRANTOR whatsoever. GRANTOR acknowledges that Oldcastle may assert certain remedies against GRANTOR for the breach of any such representation, warranty or covenant made to Oldcastle as provided in, and limited by, the Oldcastle Purchase Agreement.

**GRANTEE FURTHER ACKNOWLEDGES THAT EXCEPT AS SET FORTH IN THE DESIGNEE PURCHASE AGREEMENT, NEITHER GRANTOR NOR OLDCASTLE HAS MADE TO GRANTEE, AND EACH SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY. GRANTEE FURTHER ACKNOWLEDGES THAT, AS BETWEEN GRANTOR AND GRANTEE, GRANTEE IS ACCEPTING THE PROPERTY "AS IS, WITH ALL FAULTS," AND THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS COLLATERAL TO OR AFFECTING THE PROPERTY MADE BY OLDCASTLE OR GRANTOR, ANY AGENT OF OLDCASTLE OR GRANTOR OR ANY THIRD PARTY.**

Wherever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

**Signatures on the following page.**



WITNESS as of the 29<sup>th</sup> day of May, 2002.

GRANTOR

SRM AGGREGATES, INC.

By: [Signature]

Title: Vice President

STATE OF New York

COUNTY OF New York

I, Ruddick Lawrence, a Notary Public in and for said county in said state, hereby certify that Stanford Springel, whose name as the Vice President of SRM AGGREGATES, INC., an Alabama corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand, this 29<sup>th</sup> day of May, 2002.

[Signature]  
Notary Public

My Commission Expires:

7/31/02

(Notary Seal)

RUDDICK LAWRENCE  
Notary Public, State of New York  
No. 31-4762183  
Qualified in New York County  
Commission Expires July 31, 2002

TAX I.D.#:

23 - 6 - 14 - 1 - 001 - 011.003

## **EXHIBIT "A"**

(Lee Parcel - Site# 172 - Shelby County, Alabama)

### **Property Description**

LOCATED IN SHELBY COUNTY, ALABAMA:

#### **Lee Parcel (adjacent to Alabaster Quarry)**

##### **Site 172**

A parcel of land located in the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama; being situated in Shelby County, Alabama; being more particularly described as follows: Commence at the Southwest corner of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama; and run thence easterly along the south line of said  $\frac{1}{4}$ - $\frac{1}{4}$  a distance of 447.92 feet to the point of beginning of the property here described; thence continue along last described course 192.02 feet to a point on the West bank of Buck Creek; thence turn 140 deg. 42 min. 06 sec. left and run northwesterly along said West bank of said creek 47.03 feet to a point; thence turn 10 deg. 20 min. 36 sec. right and continue along said bank 77.65 feet to a point; thence turn 00 deg. 41 min. 45 sec. left and continue along said bank 111.42 feet to a point; thence turn 6 deg. 22 min. 53 sec. left and continue along said bank 318.77 feet to a point on the southerly margin of Shelby County Highway No. 26; thence turn 80 deg. 09 min. 29 sec. left and run southwesterly along said margin of said Highway 138.74 feet to a point; thence turn 98 deg. 12 min. 17 sec. left and run southeasterly 435.97 feet to the point of beginning.

**EXHIBIT "B"**

(Lee Parcel - Site# 172 - Shelby County, Alabama)

- 1 Taxes for the year 2002 and subsequent years, which are a lien, but are not yet due or payable.
- 2 Right(s)-of-Way(s) granted to Shelby County by instrument(s) recorded in Deed Book 216, Page 590 in the Probate Office of Shelby County, AL.
- 3 The rights of upstream and downstream riparian owners with respect to Buck Creek, bordering subject property.
- 4 Coal, oil, gas and other mineral interests in, to or under the land herein described to the extent previously conveyed or reserved.
- 5 Private Sidetrack Agreement dated 4/1/96 between CSX Transportation & Red Mountain Corporation (predecessor in interest to Southern Ready Mix, Inc.)