

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: #55, Alabaster Quarry - 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 unto "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.

Signature intentionally on the following page.

WITNESS as of the 29th 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 29th day of May, 2002.

[Signature]
Notary Public

My Commission Expires:

7/31/02

(Notary Seal)

RUDDICK LAWRENCE
Notary Public, State of New York
No. [Redacted]
Qualified in New York County
Commission Expires July 31, 2002

EXHIBIT "A"

(Alabaster Quarry - Site# 55 - Shelby County, Alabama)

PARCEL A:

Begin at the Southeast corner of the SW $\frac{1}{4}$ of Section 13, Township 21 South, Range 3 West; thence proceed Northerly along the East boundary of said SW $\frac{1}{4}$ for 2703.83 feet to a point, being the Northeast corner of said SW $\frac{1}{4}$; thence turn an angle of 92 degrees 23 minutes 12 seconds to the right and run Easterly along the South boundary of the NE $\frac{1}{4}$ of Section 13, Township 21 South, Range 3 West for 2683.17 feet to a point, being the Southeast corner of said NE $\frac{1}{4}$; thence turn an angle of 92 degrees 22 minutes 37 seconds to the left and run Northerly along the East boundary of Section 13 for 753.96 feet to the point of intersection with the Southwest right-of-way (R.O.W.) line of Interstate Highway 65 (I-65); thence turn an angle of 1 degree 54 minutes 01 seconds to the left and run Northerly along said R.O.W. for 39.00 feet to a concrete R.O.W. marker; thence turn an angle of 33 degrees 29 minutes 38 seconds to the left and continue along said R.O.W. for 1504.40 feet to the point of intersection with the South R.O.W. line of the CSX Transportation Railroad, being a concrete R.O.W. marker; thence turn an angle of 49 degrees 56 minutes 26 seconds to the left and run Westerly along said Railroad R.O.W. for 1773.98 feet to a point; thence continue along said Railroad R.O.W. along a curve to the right having a radius of 1960.08 feet and a central angle of 41 degrees 57 minutes 44 seconds, for an arc distance of 1435.52 feet to a point; thence continue along said Railroad R.O.W. along a tangent for 99.31 feet to the point of intersection with the North boundary line of Section 13, Township 21 South, Range 3 West; thence turn an angle of 45 degrees 22 minutes 49 seconds to the left and run Westerly along the North boundary of said Section 13 for 1209.39 feet to a point on the Southeast R.O.W. line of County Highway No. 26; thence turn an angle of 24 degrees 41 minutes 05 seconds to the left and run along said County Highway R.O.W. along a curve to the left, having a radius of 1105.92 feet and a central angle of 12 degrees 19 minutes 40 seconds, for an arc distance of 237.95 feet to a point; thence continue along said R.O.W. along a tangent for 1330.97 feet to the point of intersection with the West bank of Buck Creek; thence turn an angle of 95 degrees 43 minutes 53 seconds to the left and run Southeasterly along the West bank of Buck Creek for a chord distance of 549.54 feet to an iron set on the West bank of Buck Creek, said point also being on the North boundary line of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 14, Township 21 South, Range 3 West; thence turn an angle of 132 degrees 37 minutes 56 seconds to the right, from the extended chord, and run Westerly along the North boundary of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 14 for 591.35 feet the Northwest corner of said SE $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence turn an angle of 91 degrees 10 minutes 05 seconds to the left and run Southerly along the West boundary of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$ for 1327.28 feet to an iron set being the Southwest corner of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 14; thence turn an angle of 88 degrees 54 minutes 34 seconds to the left and run Easterly along the South boundary of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$ for 537.00 feet to the point of intersection with the North boundary of Scottsdale Subdivision, Second Addition, as recorded in Map Book 7, Page 118, in the Office of Probate, Shelby County, Alabama; thence turn an angle of 1 degree 32 minutes 03 seconds to the left and run along the North boundary of said

Scottsdale Subdivision, Second Addition, for 725.55 feet to a point, being the Northeast corner of said subdivision; thence turn an angle of 91 degrees 07 minutes 13 seconds to the right and run along the East boundary of said subdivision for 19.42 feet to a point on the South boundary line of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 14, Township 21 South, Range 3 West; thence turn an angle of 90 degrees 24 minutes 30 seconds to the left and run 71.16 feet to a concrete monument found, said monument being 2.99 feet North and 1.11 feet West of the computed quarter-quarter corner; thence continue along the last described course for 1.11 feet to a point on the East boundary of the West $\frac{1}{4}$ of Section 13, Township 21 South, Range 3 West; thence turn an angle of 87 degrees 38 minutes 04 seconds to the right and run Southerly for 2678.77 feet to a concrete monument found, said monument being 1.68 feet North and 2.80 feet East of the computed quarter-quarter corner; thence continue along the last described course for 1.79 feet to a point on the South boundary line of Section 13, Township 21 South, Range 3 West; thence turn an angle of 86 degrees 25 minutes 16 seconds to the left and run Easterly along the South boundary line of Section 13, Township 21 south, range 3 West; thence turn an angle of 86 degrees 25 minutes 16 seconds to the left and run Easterly along the South boundary of said Section 13 for 1339.87 feet to the point of beginning.

Said parcel of land is lying in the East $\frac{1}{2}$ of the SW $\frac{1}{4}$ and the North $\frac{1}{2}$ of Section 13, Township 21 South, Range 3 West; and the East $\frac{1}{2}$ of NE $\frac{1}{4}$ of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCELS:

Commence at the Northeast corner of Section 14, Township 21 South, Range 3 West; thence run Southerly along the East section line a distance of 525.56 feet; thence 90 degrees right a distance of 589.21 feet to the point of beginning on the Southerly right-of-way of Shelby County Highway No. 26; thence an interior angle right Southeasterly of 54 degrees 12 minutes 20 seconds a distance of 1215.36 feet to the centerline of a creek; thence 108 degrees 23 minutes 23 seconds right for 69.36 feet; thence 31 degrees 48 minutes 48 seconds left along the centerline of a creek a distance of 91.41 feet; thence 39 degrees 46 minutes 24 seconds right along the centerline of a creek a distance of 133.16 feet; thence 15 degrees 43 minutes 44 seconds left along the centerline of a creek a distance of 87.12 feet; thence 30 degrees 28 minutes 29 seconds right along the centerline of a creek a distance of 57.89 feet; thence 39 degrees 23 minutes 26 seconds right along the centerline of a creek a distance of 121.92 feet; thence 44 degrees 15 minutes 08 seconds right along the centerline of a creek a distance of 57.13 feet; thence 44 degrees 44 minutes 22 seconds right along the centerline of a creek a distance of 67.60 feet thence 12 degrees 23 minutes 41 seconds left along the centerline of a creek a distance of 79.01 feet; thence 42 degrees 58 minutes 16 seconds left along the centerline of a creek a distance of 54.76 feet; thence 43 degrees 28 minutes 24 seconds left along the centerline of a creek a distance of 89.74 feet; thence 20 degrees 31 minutes 32 seconds left along the centerline of a creek a distance of 72.0 feet; thence 40 degrees 23 minutes 26 seconds left along the centerline of a creek a distance of 227.49 feet; thence 62 degrees 47 minutes 46 seconds right along the centerline of a creek a distance of 125.54 feet; thence 85 degrees 45 minutes 27 seconds left leaving said centerline of a creek a distance of 17.89 feet; thence 97 degrees 29 minutes 53 seconds right a distance of 235.54 feet;

thence 95 degrees 44 minutes 45 seconds right a distance of 274.60 feet; thence 90 degrees 11 minutes 23 seconds left a distance of 312.47 feet to the Southerly right-of-way of Shelby County Highway No. 26; thence 90 degrees 10 minutes 44 seconds right along said right-of-way a distance of 334.04 feet to the point of beginning.

AND, ALSO:

From the Southwest corner of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ run in an Easterly direction along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 591.35 feet; thence turn an angle to the left of 132 degrees 37 minutes 56 seconds and run in a Northwesterly direction for a distance of 235.50 feet to an existing iron pin being the point of beginning; thence continue along last mentioned course for a distance of 303.99 feet to an existing iron pin being on the Southeast right-of-way line of Shelby County Highway #26; thence turn an angle to the right of 95 degrees 43 minutes 53 seconds and run in a Northeasterly direction along said Southeast right-of-way line of Shelby County Highway #26 for a distance of 305.0 feet; thence turn an angle to the right of 90 degrees and run in a Southeasterly direction for a distance of 302.47 feet; thence turn an angle to the right of 90 degrees and run in a Southwesterly direction for a distance of 274.64, more or less, to the point of beginning. This description is based on a plat by Weygand Surveyors, dated 6/22/90. Also a 10 foot wide strip of land lying between this parcel and County Highway 26 shown on said plat by Weygand Surveyors as additional right-of-way to be dedicated, said plat dated 6/22/90.

AND, ALSO:

Part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: From the SW corner of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ run in an Easterly direction along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section for a distance of 591.35 feet; thence turn an angle to the left of 132 degrees 37 minutes 56 and run in a Northwesterly direction for a distance of 539.49 feet to an existing iron pin, being the point of beginning; thence turn an angle to the right of 95 degrees 43 minutes 53 seconds and run in a Northeasterly direction along the Southeasterly right-of-way line of Shelby County Highway #26 for a distance of 306.0 feet; thence turn an angle to the right of 90 degrees and run in a Southeasterly direction for a distance of 10.0 feet to an existing iron pin; thence turn an angle to the right of 90 degrees and run in a Southwesterly direction for a distance of 305.0 feet, more or less, to the point of beginning.

PARCEL B:

Begin at the Northeast corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 13, Township 21 South, Range 3 West; thence run Westerly along the North boundary of said Section 13 for 225.00 feet to a point; thence turn an angle of 91 degrees 15 minutes 25 seconds to the left and run Southerly parallel to the East boundary of said quarter-quarter for 300.89 feet to a point on the North R.O.W. line of County Highway 26; thence turn an angle of 62 degrees 24 minutes 09 seconds to the left and run along said R.O.W. for 253.82 feet to a point on the East boundary of said quarter-quarter; thence turn an angle of 117 degrees 35

minutes 51 seconds to the left and run 413.55 feet to the point of beginning. Said parcel is lying in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 13, Township 21 South, Range 3 West, Shelby County, Alabama.

PARCEL C:

Commence at the Northeast corner of the NW $\frac{1}{4}$ of Section 13, Township 21 South, Range 3 West; thence proceed in a Southerly direction along the East boundary of said $\frac{1}{4}$ for 503.62 feet to a point on the South right-of-way (R.O.W.) line of County Highway 26, being the point of beginning of the parcel of land herein described; thence continue along the last described course for 44.38 feet to a point on the North R.O.W. line of CSX Transportation Railroad; thence turn an angle of 96 degrees 10 minutes 48 seconds to the right and run along said Railroad R.O.W. along a curve to the right, having a radius of 1860.08 feet and a central angle of 8 degrees 46 minutes 34 seconds, for an arc distance of 290.32 feet to a point on an old road; thence turn an angle of 139 degrees 36 minutes 44 seconds to the right from the tangent to the curve, and run Northeasterly along said old road for 66.44 feet to a point; thence turn an angle of 64 degrees 44 minutes 06 seconds to the left and run Northerly parallel to the East boundary of aforementioned NW $\frac{1}{4}$ for 80.00 feet to a point on the South R.O.W. line of County Highway 26; thence turn an angle of 117 degrees 35 minutes 51 seconds to the right and run 253.82 feet along said R.O.W. to the point of beginning. Said parcel is lying in the NE $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 13, Township 21 South, Range 3 West, Shelby County, Alabama.

PARCEL D

Commence at the Southwest corner of Section 12, Township 21 South, Range 3 West, thence South $89^{\circ}15'02''$ East 180.00 feet along the South line of said section to a $\frac{1}{2}''$ rebar on the Southeasterly right of way of Shelby County Road #26 (80' right of way), said point being the point of beginning, thence leaving said right of way South $89^{\circ}15'02''$ East 1209.39 feet along the South line of said section to a capped $\frac{1}{2}''$ rebar on the Southwesterly right of way of C.S.X. Transportation Railroad (100' right of way), thence North $43^{\circ}52'23''$ West 103.28 feet along said right of way to a capped $\frac{1}{2}''$ rebar on the Southerly right of way of Shelby County Road #26 (80' right of way), thence Westerly along said right of way along a curve to the left having a radius of 1392.46 feet, chord bearing of South $85^{\circ}33'13''$ East and a chord distance of 75.75 feet to a capped $\frac{1}{2}''$ rebar, thence North $87^{\circ}06'44''$ West 557.90 feet along said right of way to a capped $\frac{1}{2}''$ rebar, thence Southwesterly along said right of way along a curve to the left having a radius of 1105.92 feet, chord bearing of South $79^{\circ}36'26''$ West and a chord distance of 513.42 feet to the point of beginning.

EXHIBIT "B"

(Alabaster Quarry - Site# 55 - Shelby County, Alabama)

- 1 Taxes for the year 2002 and subsequent years, which are a lien, but are not yet due or payable.
- 2 Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 124, Page 548 and Deed Book 153, Page 380 (affects NE ¼ of NE ¼ of Section 14) in the Probate Office of Shelby County, AL.
- 3 Right(s)-of-Way(s) granted to Shelby County by instrument(s) recorded in Deed Book 216, Page 559 and Deed Book 216, Page 578, aforesaid Records.
- 4 Easement(s) to Alabama Power Company as shown by instrument recorded in Lis Pendens Book 6, Page 306 (affects NE ¼ of the NE ¼ of Section 14 and the E ½ of the NW ¼ of the NW ¼ of NE ¼ of Section 13), aforesaid Records.
- 5 Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 103, Page 60; Deed Book 121, Page 39; Deed Book 124, Page 547 and in Deed Book 133, Page 423, aforesaid Records.
- 6 Right(s)-of-Way(s) granted to L & N Railroad by instrument(s) recorded in Deed Book 155, Page 221, aforesaid Records.
- 7 Easement(s) to Southern Natural Gas Corporation as shown by instrument recorded in Deed Book 90, Page 298; Deed Book 90, Page 311; Deed Book 90, Page 459; Deed Book 99, Page 479 (affects E ½ of SW ¼; SE ¼ of NW ¼; NE ¼ of NE ¼; and S ½ of NE ¼ Section 13), aforesaid Records.
- 8 Any common law statutory rights of access to Interstate Highway Project I-65, relinquished by deed or order of condemnation.
- 9 Transmission Line Permit(s) to Alabama Power Company recorded in Deed Book 142, Page 89 and Deed Book 205, Page 662 (affects SW ¼ of SE ¼ of Section 12), aforesaid Records.
- 10 Utility Agreement with Alabaster Water Board recorded in Instrument No. 1996-4037 and Instrument No. 1996-4038, aforesaid Records.
- 11 The rights of upstream and downstream riparian owners with respect to Buck Creek, bordering subject property.
- 12 Coal, oil, gas and other mineral interests in, to or under the land herein described to the extent previously conveyed or reserved.

- 13 Asphalt Lease Agreement between Southern Ready Mix, Inc. (Lessor) and Dunn Construction Company (Lessee) dated 02/23/96.
Lease Agreement dated as of 04/24/00, between Southern Ready Mix, Inc. (Lessor) and Ready Mix USA, Inc. (Lessee) (approximately 4 acres- Ready Mix site), assigned by Ready Mix USA, Inc. to Kirkpatrick Concrete, Inc., as evidenced by a Memorandum of Lease of record at Book ____, Page ____, aforesaid Records.
- 14 Agreement between Cheney Lime & Cement Company and Southern Ready Mix for overburden purchase dated November, 1999.
- 15 Rights of the public in any part of subject property lying within the right-of-way of Shelby County Highway No. 26.
- 16 Terms and conditions of those two certain unrecorded leases, the Kirkpatrick lease and the Dunn lease, as set out on the survey of Larry W. Walker of Wiser Company, dated 09/26/01.
- 17 The following matters of survey as delineated on the survey of Larry W. Walker of Wiser Company, dated 09/26/01, in particular:
 - (a) two 30-foot access and utility easements as delineated on the survey.
- 18 Terms and conditions of an Easement Agreement dated May ____, 2002 between SRM Aggregates, Inc. as grantor and Kirkpatrick Concrete, Inc. as grantee, of record at Book ____, Page ____, aforesaid Records.