

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: 171, Forest Hills - 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 Springer, 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

TAX PARCEL I.D. #:

23 - 6 - 13 - 0 - 000 - 013.100

23 - 6 - 13 - 0 - 000 - 013.101

EXHIBIT "A"

(Forest Hills - Site #171 - Shelby County, Alabama)

Lots 70 and 71, according to the Survey of Forest Hills, 2nd Sector, as recorded in Map Book 21 page 50 A & B, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

EXHIBIT "B"

(Forest Hills - Site #171 - Shelby County, Alabama)

- 1 Taxes for the year 2002 and subsequent years, which are a lien, but are not yet due or payable.
- 2 Restrictions, covenants and conditions as set out in instrument(s) recorded in Inst. #1996-21169 in the Probate Office of Shelby County, AL.
- 3 Easement(s) to South Central Bell as shown by instrument recorded in Real 149, Page 188, aforesaid Records.
- 4 Reservation of title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto as set out in Deed Book 355, Page 136, aforesaid Records, to Champion International Corporation, f/k/a U.S. Plywood-Champion Papers Inc.
- 5 Reservation of title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto as set out in Real 7, Page 887, aforesaid Records, to David W. Champlin and Elizabeth A. Champlin.
- 6 30-foot Southern Natural Gas easement crossing both lots as shown on the map recorded in Map Book 21, Page 50A & B.
- 7 35-foot building line as shown on the map recorded in Map Book 21, Page 50A & B.
- 8 10-foot easement along the North and West property line of Lot 70 as shown on the map recorded in Map Book 21, Page 50A & B.
- 9 7.5-foot easement along South property line of Lot 70 as shown on the map recorded in Map Book 21, Page 50A & B.
- 10 10-foot easement along North property line of Lot 71 as shown on the map recorded in Map Book 21, Page 50A & B.