

THIS INSTRUMENT WAS PREPARED BY:

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STATE OF ALABAMA)

COUNTY OF SHELBY)

MEMORANDUM OF GROUND LEASE

This Memorandum of Ground Lease (the "**Memorandum of Lease**") is made by and between **Sherman Industries, Inc.**, an Alabama corporation ("**Lessor**") and **Hanson Pipe and Products Southeast, Inc.**, a Delaware corporation ("**Lessee**") as of June 17, 2005.

RECITALS:

Lessor and Lessee entered into a Ground Lease dated as of June 17th, 2005 (the "**Lease**") pursuant to which Lessee leased from Lessor the land in Shelby County, Alabama described on **Exhibit A** attached hereto and made a part hereof (the "**Land**"). Lessor and Lessee have executed and recorded this Memorandum of Lease for the purpose of giving public notice of the existence of the Lease and its contents.

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, all as more particularly set forth in the Lease, Lessor and Lessee do hereby state and agree as follows:

1. **Term.** The term of the Lease began on June 17, 2005 and expires at midnight on June 17, 2104 (the "**Term**").
2. **Option.** The Lease grants Lessee an option to purchase the Land.
3. **Easements.** The Lease grants Lessee (i) an easement for access over the area shown on **Exhibit B** attached hereto and made a part hereof and an easement for fuel tanks within a portion thereof and (ii) an easement for a setback area together with the right to prohibit the construction and installation of buildings and other structures in the area shown on **Exhibit C** attached hereto and made a part hereof.
4. **Incorporation of Terms.** All of the terms and provisions contained in the Lease are hereby ratified and confirmed and are incorporated herein by reference in the same manner and to the same extent as if all of such terms and provisions were expressly set forth herein; and nothing contained in this Memorandum of Lease shall alter,

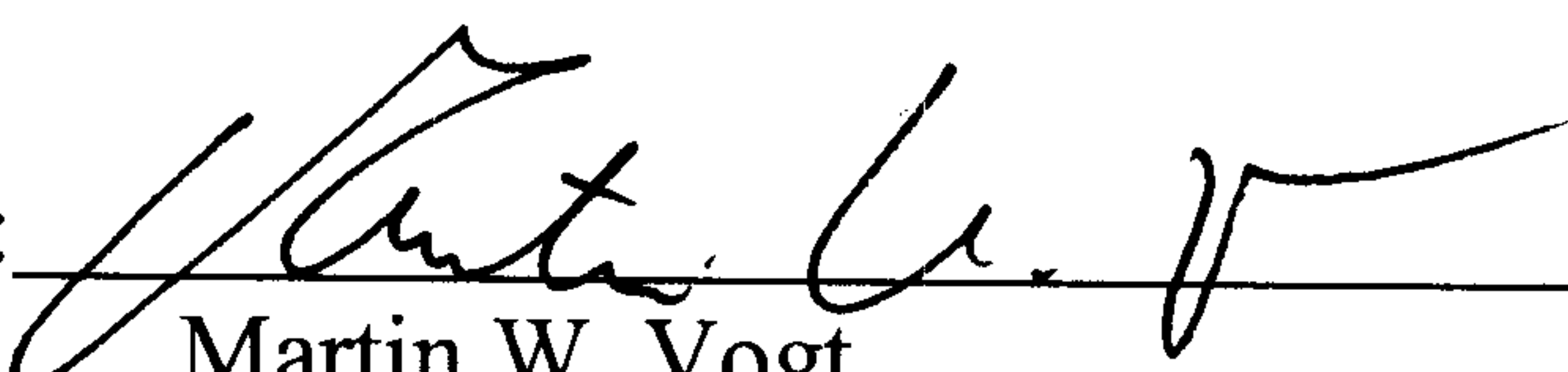
modify or amend in any manner whatsoever any of the terms or provisions contained in the Lease.

5. **Counterparts.** This Memorandum of Lease may be executed in multiple counterparts, each of which shall be an original and which taken together, shall constitute one Memorandum of Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Lease to be executed as of the day and year first above written.

LESSOR:

SHERMAN INDUSTRIES, INC.

By: 
Martin W. Vogt
Its Vice President, CFO and Treasurer

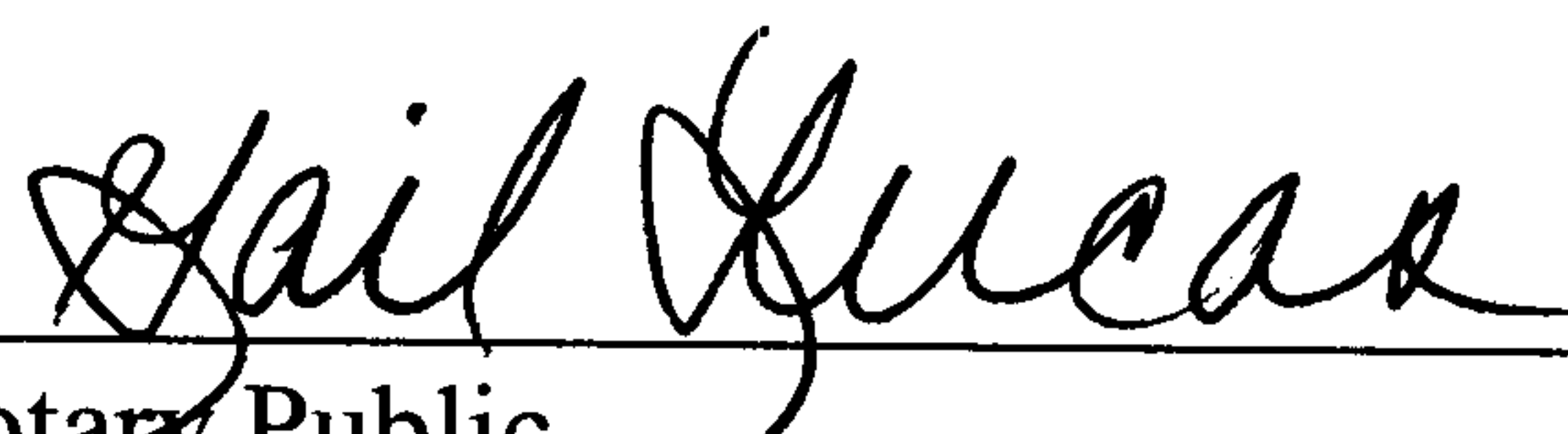
STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Martin W. Vogt, whose name as Vice President, CFO and Treasurer of **Sherman Industries, Inc.**, a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, s/he, in her/his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this the 17th day of June, 2005.

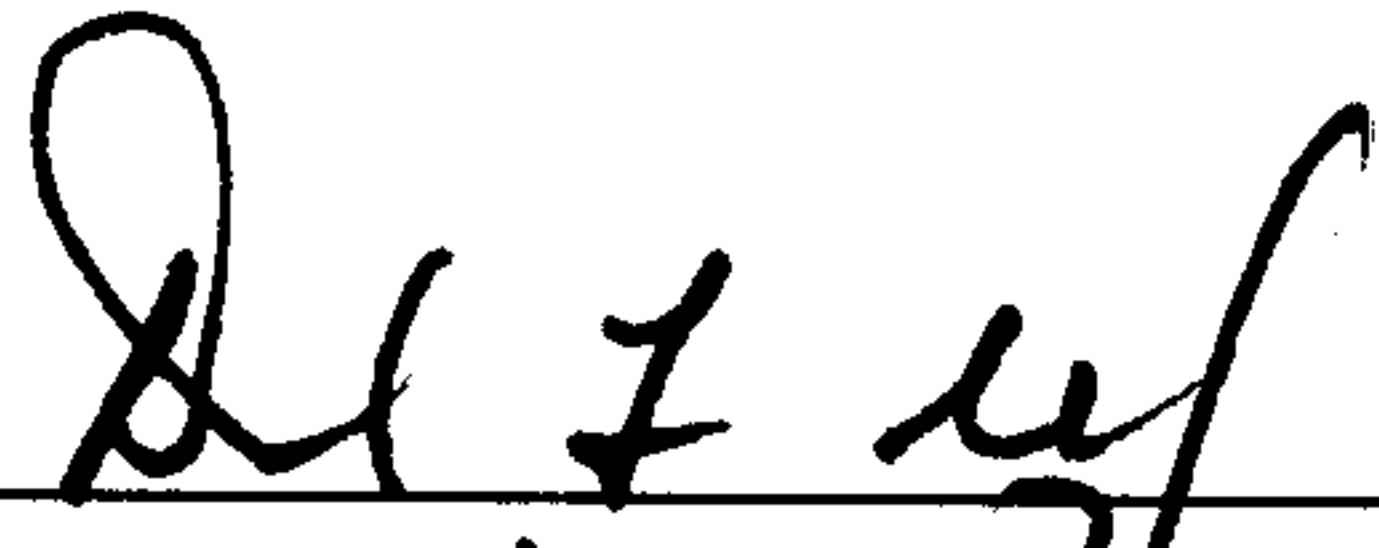
[NOTARIAL SEAL]


Notary Public
My commission expires: _____

MY COMMISSION EXPIRES MARCH 16, 2009

LESSEE:

**HANSON PIPE AND PRODUCTS SOUTHEAST,
INC.**

By: 
Its: Vice President

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Daniel L. Grant, whose name as Vice President of **Hanson Pipe and Products Southeast, Inc.**, a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, s/he, in her/his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this the 17th day of June, 2005.

[NOTARIAL SEAL]


Notary Public
My commission expires: _____
MY COMMISSION EXPIRES MARCH 16, 2009

EXHIBIT A

Description of Land

Lot 1 according to the map or plat of Sherman Industries, Inc. Subdivision at Pelham Industrial Park as recorded in Map Book 35 at Page 38 in the office of the Judge of Probate of Shelby County, Alabama.



20050623000312550 5/6 \$576.00
Shelby Cnty Judge of Probate, AL
06/23/2005 09:00:50AM FILED/CERT

EXHIBIT B

Description of Easement Area

A 50' Wide Easement situated in the SW 1/4 of the NE 1/4 of Section 14, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the NW Corner of the SE 1/4 of the NW 1/4 of said Section 14; thence run East along the North line of said 1/4-1/4 section for a distance of 1018.33 feet; thence turn 90°19' 28" right, for a distance of 134.53 feet; thence turn 90°23'46" left, for a distance of 304.36 feet; thence turn 93°00'06" left, for a distance of 211.23 feet to the POINT OF BEGINNING; thence continue along the last described course, for a distance of 214.70 feet to the northerly right of way line of Industrial Park Drive (50' ROW); thence turn 90°00'27" left and run along said right of way for a distance of 50.00 feet; thence turn 89°59'33" left and leaving said right of way for a distance of 216.15 feet; thence turn 91°39'43" left, for a distance of 50.02 feet to the POINT OF BEGINNING.



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Shelby Cnty Judge of Probate, AL
06/23/2005 09:00:50AM FILED/CERT

EXHIBIT C

Description of Setback Easement Area

A 10' Easement situated in the SE 1/4 of the NW 1/4 of Section 14, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the NW Corner of the SE 1/4 of the NW 1/4 of said Section 14; thence run East along the North line of said 1/4-1/4 section, a distance of 1018.33 feet; thence turn 90°19'28" right for a distance of 87.35 feet to the POINT OF BEGINNING; thence continue along the last described course, for a distance of 47.18 feet; thence turn 90°23'46" left, for a distance of 227.97 feet; thence turn 90°00'00" right, for a distance of 10.00 feet; thence turn 90°00'00" right, for a distance of 237.97 feet; thence turn 90°23'46" right, for a distance of 57.18 feet; thence turn 90°00'00" right, for a distance of 10.00 feet to the POINT OF BEGINNING.