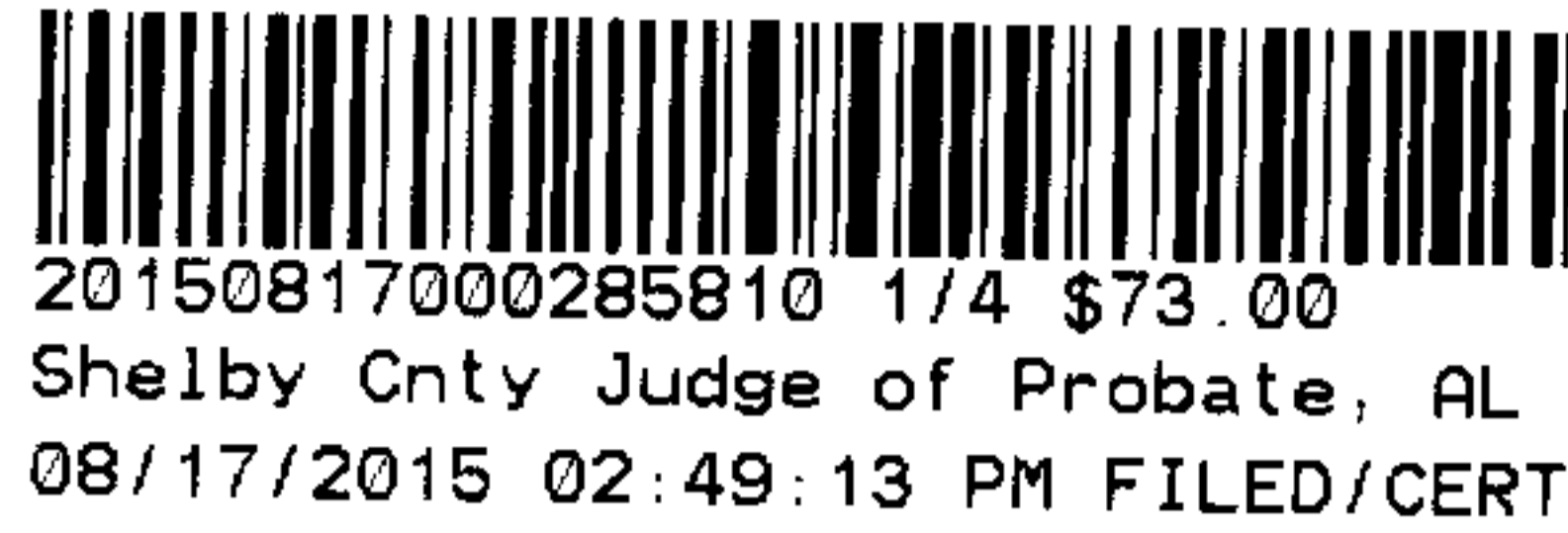


THIS DEED PREPARED BY:  
Charlye Adams, Esq.  
Charlye Adams, LLC  
1356 Overlook Road North  
Tuscaloosa, Alabama 35406

Send Tax Notice to:  
Shea Brothers, LLC  
609 South 20th Street  
Irondale, AL 35210



STATE OF ALABAMA  
COUNTY OF SHELBY

STATUTORY WARRANTY DEED

KNOW ALL BY THESE PRESENTS, that **Ready Mix USA, LLC**, a Delaware limited liability company with its mailing address of 2570 Ruffner Road, Birmingham, Alabama 35210, ("Grantor"), for and in consideration of Fifty Thousand and No/100 Dollars (\$50,000.00), the receipt whereof is hereby acknowledged, does grant, bargain, sell and convey unto **Shea Brothers, LLC**, an Alabama limited liability company with its address at 609 South 20th Street, Irondale, AL 35210 ("Grantees"), all that tract or parcel of land located at Hwy. 25, Harpersville, AL 35078 and more particularly described in Exhibit A attached hereto and made a part hereof.

SUBJECT to all applicable zoning ordinances; taxes for the year 2015 and subsequent years; any claim, right, title or interest arising from any recorded instrument; any claim, right, title or interest arising from easements, liens or encroachments or encumbrances affecting title; any claim, right, title or interest reserving, conveying, leasing, or otherwise alienating any interest in the oil, gas, or other minerals; and the use restrictions set forth on Exhibit B hereto and incorporated herein for reference.

The Property is conveyed in AS IS, WHERE IS condition WITH ALL FAULTS.

TO HAVE AND TO HOLD, to the said Grantees, their successors and assigns forever in fee simple.

GRANTOR DOES HEREBY COVENANT that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property.

GRANTOR DOES HEREBY SPECIALLY WARRANT the title to said Property, and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

Being the same property conveyed to Grantor by Ready Mix USA, Inc. by Statutory Warranty Deed recorded at Instrument 20050810000409790 in the Official Records for Shelby County, AL on August 10, 2005.

Shelby County, AL 08/17/2015  
State of Alabama  
Deed Tax: \$50.00

IN WITNESS WHEREOF the Grantor has caused this instrument to be signed by its duly authorized officer this 6<sup>th</sup> day of August, 2015.

READY MIX USA, LLC, a Delaware limited liability company

By: \_\_\_\_\_

Name: Ryan E. Mahoney

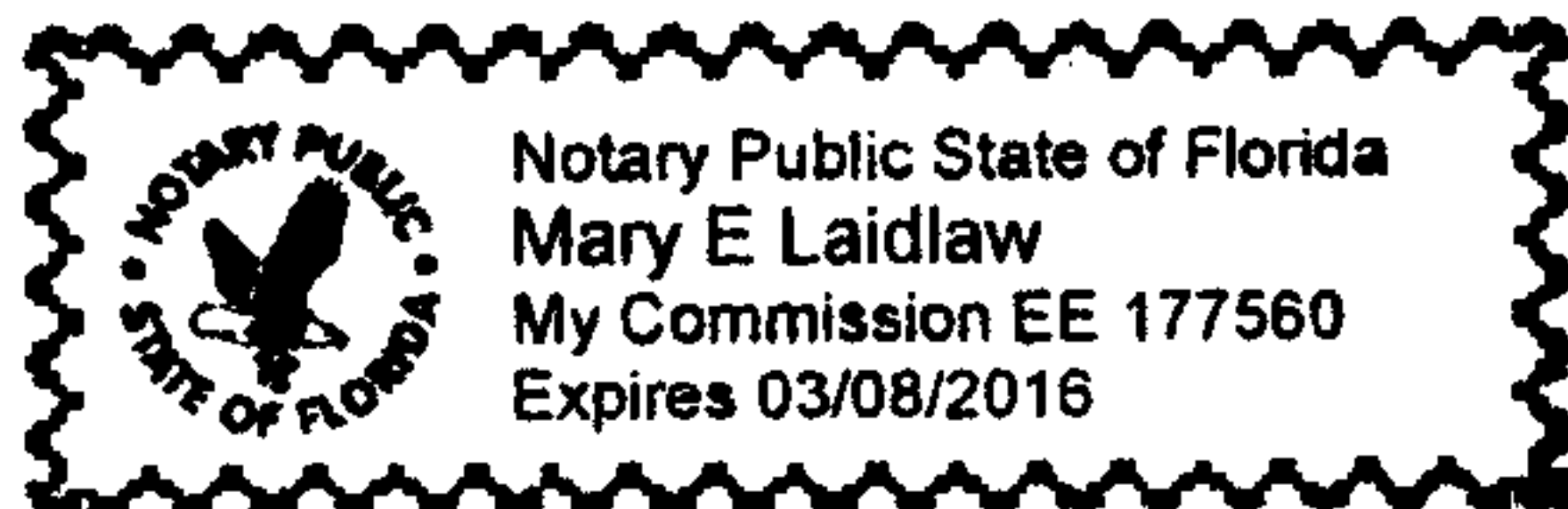
Title: Vice President

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Ryan E. Mahoney, stated that he is the Vice President of Ready Mix USA, LLC, a Delaware limited liability company, and is duly authorized in that capacity to execute 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 as such officer and with full authority executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6<sup>th</sup> day of August, 2015.

[Signature]  
Notary Public



My Commission Expires: 3-8-16

Exhibit A

**Lot 13, according to the Survey of Charles W. Mobley Estate Subdivision, as shown by Map Book 8  
Page 124, in the Probate Office of Shelby County, Alabama.**



20150817000285810 3/4 \$73.00  
Shelby Cnty Judge of Probate, AL  
08/17/2015 02:49:13 PM FILED/CERT

20150817000285810 4/4 \$73.00  
Shelby Cnty Judge of Probate, AL  
08/17/2015 02:49:13 PM FILED/CERT

Exhibit B

Use Restriction. As a material inducement to Seller's agreement to sell the Property to Buyer, Buyer and its successors, assigns and affiliates shall not develop, use or operate the Property, or permit the Property to be used, developed or operated, for the purpose of producing, manufacturing, grinding, selling or distributing ready-mix concrete, construction aggregates, fly ash, slag, cement, concrete block, asphalt, reinforced concrete pipe, precast products, flared ends sections, cementitious material or other products or services competitive with those sold or furnished by Seller as more particularly provided for in the Deed from Seller to Buyer, the terms and provisions of which are incorporated into this Agreement by this reference. In the event of ambiguity, the terms ready-mix concrete, construction aggregates, fly ash, slag, cement, concrete block, asphalt, pipe and cementitious materials shall have the meaning established by American Society for Testing and Materials (ASTM) or any successor entity of ASTM. Seller shall have the right to enforce, by proceedings at law or in equity, the restrictions and covenants imposed by this provision including the right to prevent the violation of such restrictions and covenants, and the right to recover damages or other amounts due for such violation. The covenants and restrictions contained in this provision shall survive the Closing. Buyer acknowledges that breach of this use restriction would cause immediate and irreparable harm to Seller for which money damages would be inadequate. Therefore, Seller shall be entitled to injunctive relief for any breach by Buyer, its successors, assigns or affiliates of this use restriction without proof of actual damages and without the post of a bond or other security. Such remedy shall not be deemed to be the exclusive remedy for breach of this use restriction, but shall be in addition to all other remedies available at law or equity. The use restriction shall not burden any real property other than the Property. The use restriction shall run with the land and shall be included in the Deed.