

Send Tax Bills to:
STAKER & PARSON COMPANIES
c/o Oldcastle Materials, Inc.
3333 K Street, N.W. 405
Washington, D.C. 20007

This Instrument prepared by:
Susan Elliott Rich, Esq.
Baker, Donelson, Bearman & Caldwell, P.C.
1800 Republic Centre
633 Chestnut Street
Chattanooga, Tennessee 37450-1800

After Recording Return to:
Gibson, Dunn & Crutcher
2100 McKinney Avenue, Suite 1100
Dallas, Texas 75201
Attention: David L. Hebert, Esq.

00768362 SK 1469 Pg 1744
RUSSELL SHIRTS & WASHINGTON CO RECORDER
2002 JUN 10 13:34 PM FEE \$18.00 BY DER
FOR: DIXIE TITLE CO

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: #113, St. George Utah Yard, St. George, Utah)

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, 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;

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FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid by the hereinafter named GRANTEE, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **WESTERN ROCK PRODUCTS CORPORATION**, a Utah corporation, formerly a Pennsylvania corporation, hereinafter called "GRANTOR", has bargained and sold, and by these presents transfers, conveys and grants unto **STAKER & PARSON COMPANIES**, a Utah corporation, hereinafter called "GRANTEE", its successor and assigns, a certain tract or parcel of land in Washington County, Utah, 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, 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.

Because this Deed has been authorized pursuant to Order of the United States Bankruptcy Court for the District of Nevada and the conveyance made pursuant to this Deed is a step in the formulation or anticipation of the formulation of a Chapter 11 plan for the GRANTOR, it is exempt from transfer taxes, stamp taxes or similar taxes pursuant to 11 U.S.C. §1146(c).

Wherever used, 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.

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

WESTERN ROCK PRODUCTS CORPORATION

By: [Signature]
Title: Vice President
STANFORD SPRINGEL

STATE OF NEW YORK
COUNTY OF NEW YORK

Before me, Christine Daddona, a Notary Public in and for the State and County aforesaid, personally appeared Stanford Springel with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself (or herself) to be the Vice President of WESTERN ROCK PRODUCTS CORPORATION, the within named GRANTOR, and that he (or she) as such officer, manager or partner, as the case may be, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the GRANTOR by himself (or herself) as such officer, manager or partner, as the case may be, as the free act and deed of the GRANTOR.

WITNESS my hand and seal at office, on this the 29th day of May, 2002.

[Signature]
Notary Public, Nassau County,
New York

My Commission Expires:

11/13/02

(Notary Seal)

CHRISTINE DADDONA
Notary Public, State of New York
No. 01DA605077
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires 11/13/2002

Mailing Address of Grantee:
STAKER & PARSON COMPANIES
c/o Oldcastle Materials, Inc.
3333 K Street, N.W. 405
Washington, D.C. 20007

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EXHIBIT "A"

(Site Number: #113, St. George Utah Yard, St. George, Utah)

Beginning at the North Quarter (N1/4) Corner of Section 20, Township 42 South, Range 15 West, Salt Lake Base and Meridian, and running thence South 00°33'10" East 408.00 feet along the Center Section Line; thence North 89°38'15" East 405.04 feet; thence South 22°30'00" East 274.63 feet to a point on the arc of a 160.00 foot radius curve to the right (radius point bears South 23°10'09" East); thence Easterly along the arc of said curve 50.00 feet; thence North 22°30'00" West 318.98 feet; thence North 0°33'10" West 160.00 feet; thence North 43°28' West 267.07 feet; to the North line of said Section 20; thence South 89°38'15" West 255.0 feet along said North line to the Point of Beginning.

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EXHIBIT "B"

(Site Number: #113, St. George Utah Yard, St. George, Utah)

1.	Taxes for the year 2002 and subsequent years, which are a lien, but are not yet due or payable.
2.	Less and Excepting all Coal and other Minerals, and rights incidental thereto, as reserved by the State of Utah by Patent recorded May 16, 1955, in Book S-3, at Pages 428-429, Official Washington County Records.
3.	An Easement for power poles and incidental purposes, and rights thereto, as conveyed to the City of St. George by Instrument recorded November 25, 1958, in Book S-19, at Pages 386-387, Official Washington County Records.
4.	An Easement for utilities and drainage, and rights incidental thereto, along the rear 30 feet of said Land, as set out in Deed recorded November 12, 1980, as Entry No. 221991, in Book 280, at Page 524, Official Washington County Records.
5.	An Easement for ingress and egress for roadway purposes across a 50.0 foot strip of Land as conveyed to Pacific Coast Building Products Incorporated by Deed recorded August 1, 1985, as Entry No. 279540, in book 383, Page 942, Official Washington County Records
6.	Right of access to and from land, if any is not established of record.
7.	Any claims arising from the question of gaps or gores or overlaps between the legal description of the herein described property and those of surrounding parcels.
8.	Matters shown on survey dated November 3, 1993 prepared by Bush & Gudgell, Inc. and matters shown on survey dated May 19, 1991 prepared by Bush & Gudgell, Inc.