

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

8385062
10/15/2002 11:18 AM 70.00
Book - 8665 Pg - 962-971
GARY W. DTT
RECORDER, SALT LAKE COUNTY, UTAH
FOUNDERS TITLE
BY: RDJ, DEPUTY - WI 10 P.

8385062 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.

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: #32, 1730 North Beck Street, Salt Lake City, 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;

F.5 3543

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, **MONROC, INC.**, a Delaware 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 Salt Lake 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.

WITNESS as of the 11th day of October, 2002.

MONROC, INC.

By: [Signature]
Title: Vice President

STATE OF TENNESSEE)
):
COUNTY OF HAMILTON)

Before me, SUSAN E. RICH, a Notary Public in and for the State and County aforesaid, personally appeared STAN 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 MONROC, INC., 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 11th day of October, 2002.

[Signature]
Notary Public, HAMILTON County,
TENNESSEE

My Commission Expires:
4/7/2004

(Notary Seal)

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



EXHIBIT "A"

(Site Number: #32, 1730 North Beck Street, Salt Lake City, Utah)

Parcel 1:

The Southeast quarter of the Northeast quarter and that part of the Northeast quarter of the Southeast quarter of Section 23, Township 1 North, Range 1 West; Salt Lake Meridian; lying East of Beck Street, less State Road and New Age Manufacturing Co. tracts. Also tracts deeded to LaFORREST T. TWITCHELL and W. W. and W. B. GARDNER, INC.

For Informational Purposes Only: Tax Sidwell No. 08-23-276-001.

Parcel 2:

BEGINNING at a point on the Northerly right of way line of Beck Street, said point being North along the Section line 598.87 feet and North 44°01' West 23.75 feet from the Southwest corner of Section 24, Township 1 North, Range 1 West, Salt Lake Base and Meridian; said point also being in the center of Davis Street as created by the plat of Empire Addition; and running thence North along the center of said Davis Street 128.0 feet; thence South 45°59' West 90 feet to the Northerly right of way line of Beck Street; thence along said Northerly line South 44° 01' East 91 feet to the point of BEGINNING.

LESS Public Streets and rights of way of record.

For Informational Purposes Only: Tax Sidwell No. 08-23-482-009.

Parcel 3:

COMMENCING 66 feet West from the Northwest corner of Block 15, FOLSOM ADDITION; thence West 316 feet, more or less, to the East line of Beck Street; thence Southerly along the East line of said street to the South line of the Northeast quarter of Section 23, Township 1 North, Range 1 West, Salt Lake Meridian; thence East 168 feet, more or less, to a point due South of beginning; thence North 340 feet to BEGINNING.

LESS State Road.

For Informational Purposes Only: Tax Sidwell No. 08-23-253-001.

Parcel 4:

Lots 1 and 14 through 24, inclusive, the East 18.5 feet of Lots 2 through 13, inclusive, Block 9, and all Block 10 through 15, inclusive, FOLSOM ADDITION, according to the Official Plat thereof, recorded in the Office of the Salt Lake County, Recorder.

LESS State Road.

For Informational Purposes Only: Tax Sidwell No. 08-23-252-001.

Parcel 5:

BEGINNING at a point which is North along the Section line 1258.87 feet from the Southwest corner of Section 24, Township 1 North, Range 1 West, Salt Lake Base and Meridian; and running thence North along the Section line 335.0 feet, more or less; thence West 318.0 feet; thence South 44°01' East 462.0 feet to the point of BEGINNING.

LESS public streets and rights of way of record.

For Informational Purposes Only: Tax Sidwell No. 08-23-427-005.

Parcel 6:

COMMENCING 33 feet South from the Northeast corner of the Northwest quarter of the Southeast quarter of Section 23, Township 1 North, Range 1 West, Salt Lake Base and Meridian; thence West 405 feet; thence South 130 feet, more or less, to the Northeasterly line of State Road; thence Southeasterly along said road 370 feet, more or less; thence Northeasterly 438 feet, more or less, to the point of BEGINNING.

ALSO, COMMENCING 470 feet West from said Northeast corner; thence South 70 feet, more or less, to the Northeasterly line of road Northwesterly along said road to the quarter section line East 50 feet, more or less, to the BEGINNING.

TOGETHER WITH vacated streets between tracts and adjacent North of first tract.

For Informational Purposes Only: Tax Sidwell No. 08-23-405-00 1.

Parcel 7:

COMMENCING at the West quarter corner of Section 24, Township 1 North, Range 1 West, Salt Lake Base and Meridian; and running thence East 1775.4 feet; thence South 31° West 2155.0 feet, more or less, to a point on a parcel conveyed to SBC, LLC, by deed recorded August 30, 1994, as Entry No. 5910321, in Book 7009, at page 2063, of Official Records; thence North 41°30' West 40.85 feet; thence North 31' East 1188.03 feet; thence West 1299.52 feet, more or less, to a point due South from the point of beginning; thence North 731 feet, more or less, to the point of BEGINNING.

For Informational Purposes Only: Tax Sidwell No. 08-24-300-001.

Parcel 8:

The West one-half of the Northwest quarter of Section 24, Township 1 North, Range 1 West, Salt Lake Meridian.

LESS AND EXCEPTING property conveyed to SALT LAKE CITY CORPORATION, by Quit Claim Deed recorded October 28, 1999, as Entry No. 7500225, in Book 8319, at page 1784, of Official Records.

For Informational Purposes Only: Tax Sidwell No. 08-24-100-003.

Parcel 9:

COMMENCING at a point on the Northerly right of way line of Beck Street 528 feet, more or less, North along the Section line from the Southwest corner of Section 24, Township 1 North, Range 1 West, Salt Lake Base and Meridian; thence South 44°15' East along the Northerly right of way line of Beck Street 82.5 feet; thence North 45°45' East 495.0 feet; thence South 44°15' East 445.5 feet; thence North 45°45' East 189.4 feet; thence North 40°13'35" West 264.85 feet; thence North 31° East 1188.03 feet; thence West 1299.52 feet, more or less, to the West line of Section 24; thence South along the West line of Section 24, a distance of 642.8 feet, more or less, to a point 677.2 feet North of the point of beginning; thence West 16.5 feet; thence South 44°01' East 384 feet; thence South 45°59' West 345.25 feet; thence South 160.92 feet to the point of BEGINNING.

EXCEPTING THEREFROM the following described tract: BEGINNING at the Southeast corner of the Grantors land which point is 128 rods South and 5 rods South 44°15' East from the Northwest corner of the Southwest Quarter of said Section 24, thence North 45°45' East 41 feet, more or less, to a point 60 feet perpendicularly distant Northeasterly from said centerline of survey; thence North 42° 58' West 127 feet, more or less, to the West boundary line of said Section 24; thence South 61' feet, more or less, along said West Section line to the Southwest corner of said Grantor's land; thence South 44°15' East, along the Northerly right of way line of Beck Street, 82.5 feet to the point of beginning.

AND ALSO EXCEPTING THEREFROM, the following described tract: Beginning at a point which is South 89°53'28" East 561 feet and North 43°50'39" West 687.7 feet and North 45°45' East 457.7 feet from the Southwest Corner of Section 24, Township 1 North, Range 1 West, Salt Lake Base and Meridian, and running thence South 44°14'00" East 445.5 feet; thence North 45°45'00" East 189.4 feet; thence North 40°13'35" West 446.6 feet; thence South 45°45'01" West 220.6 feet to the point of beginning.

For Informational Purposes Only: Tax Sidwell No. 08-24-300-020.

Parcel 10:

COMMENCING 32 rods South from the Northeast corner of Section 23, Township 1 North, Range 1 West, Salt Lake Meridian; thence South 48 rods; thence West 80 rods; thence South 232 feet; thence West 816 feet, more or less, to the East line of Beck Street; thence Northerly along said street 716 feet, more or less, to the Southwest corner of Burn's Tract; thence Easterly 410.25 feet, more or less, to the Southeast corner of said Burn's Tract; thence Northerly 6 1/3 rods; thence North 6°1' West 159.5 feet; thence East 1874.75 feet to BEGINNING.

LESS State Road.

For Informational Purposes Only: Tax Sidwell No. 08-23-226-001.

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013513-0076

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EXHIBIT "B"

(Site Number: #32, 1730 North Beck Street, Salt Lake City, Utah)

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| 1. | Taxes for the year 2002 and subsequent years, which are a lien, but are not yet due or payable. |
| 2. | <p><u>EASEMENT AND CONDITIONS CONTAINED THEREIN:</u></p> <p>Grantee: UTAH INDEPENDENT TELEPHONE COMPANY Location: Exact location not disclosed. Purpose: To erect, operate and maintain 5 poles, wires and fixtures, and incidental purposes Dated: March 23, 1909 Recorded: April 16, 1909 Entry No.: 248097 Book/Page: 6B of Deeds/515</p> <p>Also recorded on same date as Entry No. 248098, in Book 6B of Deeds, at page 515, and as Entry No. 248099, in Book 6B of Deeds, at page 516, of Official Records.</p> |
| 3. | <p><u>Easements</u> or rights of way which Salt Lake City has to construct a sewer upon, over, under or through the subject property, as evidenced by that certain Warranty Deed, recorded November 6, 1911, as Entry No. 287216, in Book 8G of Deeds, at page 266, of Official Records.</p> |
| 4. | <p><u>EASEMENT AND CONDITIONS CONTAINED THEREIN:</u></p> <p>Grantee: MOUNTAIN FUEL SUPPLY COMPANY Location: Exact location not disclosed. Purpose: To lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities through and across the above. Recorded: June 23, 1930 Entry No.: 657187 Book/Page: 71/338</p> |

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| 5. | <p><u>EASEMENT AND CONDITIONS CONTAINED THEREIN:</u></p> <p>Grantee: UTAH POWER AND LIGHT COMPANY Location: Exact location not disclosed. Affects Parcel 4. Purpose: To construct, operate, maintain and repair electric transmission and/or distribution system, under, upon and across the above. Dated: June 30, 1954 Recorded: August 4, 1954 Entry No.: 1384007 Book/Page: 1112/119</p> |
| 6. | <p>All existing rights of way and easement of all public utilities of any and every description now located in, on, under or over the vacated streets and alleys within the Empire Subdivision, as vacated by Ordinance, recorded July 29, 1957, as Entry No. 154933, in Book 1432, at page 296, of Official Records.</p> |
| 7. | <p>All existing rights of way and easements of all public utilities of any and every description now located in, on, under or over the vacated streets and alleys within the Folsom Addition, as vacated by Ordinance recorded September 21, 1983. as Entry No. 3847079, in Book 5492, at page 2677, of Official Records.</p> |
| 8. | <p>Rights of way if any of the OREGON SHORT LINE RAILROAD COMPANY, THE UTAH NORTHERN RAILWAY COMPANY, THE DENVER AND RIO GRANDE WESTERN RAILWAY COMPANY, THE SALT LAKE AND OGDEN RAILWAY COMPANY, THE HOT SPRINGS RAILWAY COMPANY and THE UNION PACIFIC RAILROAD COMPANY or their respective assigns as evidenced by mesne deeds of record.</p> |
| 9. | <p><u>Salt Lake City Ordinance No. 92 of 1999</u> dated November 9, 1999 and recorded November 29, 1999, as Entry No. 7522327 in Book 8326, at Page 75, of Official Records.</p> |
| 10. | <p><u>Salt Lake City Ordinance No. 77 of 1999</u> dated September 21, 1999 and recorded January 24, 2000, as Entry No. 7559300 in Book 8337, at Page 5304, of Official Records.</p> |
| 11. | <p><u>Salt Lake City Ordinance No. 78 of 1999</u> dated September 28, 1999 and recorded January 24, 2000, as Entry No. 7559301 in Book 8337, at Page 5311, of Official Records.</p> |

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| 12. | Any rights, interests, or claims which may exist or arise by reason of the facts shown on a survey plat entitled "Utah Gravel, Salt Lake City, Utah", dated March 28, 2001, prepared by International Land Services, Inc., Bradley D. Daley LS No. 259684. |
| 13. | <u>Lease Agreement</u> Lessor: Monroc, Inc. Lessee: Jack B. Parson Companies Dated: March 30, 2001 <u>Memorandum of Lease Agreement</u> , recorded April 12, 2001, as Entry No. 7868597 in Book 8445, at Page 1888, of Official Records. |
| 14. | Effects, if any, of the <u>Agreement for Service from Track of Railroad</u> dated November 15, 1996 between Southern Pacific Transportation Company and the Denver and Rio Grande Western Railroad Company and Monroc, Inc. for cement unloading at Salt Lake City. (May be terminated on 30 days written notice) |
| 15. | <u>Agreement for Use of Buildings</u> dated March 30, 2001 between Jack B. Parsons Companies and Tri-State Testing Laboratories, Inc. |
| 16. | The terms and conditions of that certain Agreement recorded November 9, 1972, as Entry No. 2498094. in Book 3196, at page 8, of Official Records. (Affects Parcel 10). |
| 17. | Right of access to and from land, if any is not established of record. |
| 18. | 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. |

2/11

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

8317220
08/08/2002 04:29 PM 37.00
Book - 8630 Pg - 8312-8320
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FOUNDERS TITLE
BY: TAS, DEPUTY - WI 9 P.

8317220

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:
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Attention: David L. Hebert, Esq.

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: #32, 1730 North Beck Street, Salt Lake City, 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;

BK 8630 PG 8312

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, **MONROC, INC.**, a Delaware 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 Salt Lake 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.

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

MONROC, INC.

By: [Signature]
Title: Vice President

Utah
STATE OF ~~NEW YORK~~)
Salt Lake)
COUNTY OF ~~NEW YORK~~)

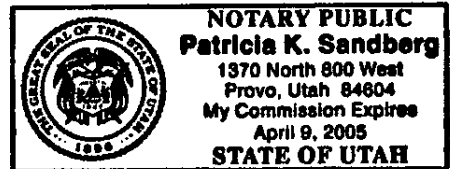
Before me, Patricia Sandberg, a Notary Public in and for the State and County aforesaid, personally appeared Stanford Springel with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself (or herself) to be the VP of MONROC, INC., 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 30th day of July, 2002.

Patricia K. Sandberg
Notary Public, _____ County,

My Commission Expires:

(Notary Seal)



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

EXHIBIT "A"

(Site Number: #32, 1730 North Beck Street, Salt Lake City, Utah)

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Parcel 2:

BEGINNING at a point on the Northerly right of way line of Beck Street, said point being North along the Section line 598.87 feet and North 44°01' West 23.75 feet from the Southwest corner of Section 24, Township 1 North, Range 1 West, Salt Lake Base and Meridian; said point also being in the center of Davis Street as created by the plat of Empire Addition; and running thence North along the center of said Davis Street 128.0 feet; thence South 45°59' West 90 feet to the Northerly right of way line of Beck Street; thence along said Northerly line South 44° 01' East 91 feet to the point of BEGINNING.

LESS Public Streets and rights of way of record.

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ALSO, COMMENCING 470 feet West from said Northeast corner; thence South 70 feet, more or less, to the Northeasterly line of road Northwesterly along said road to the quarter section line East 50 feet, more or less, to the BEGINNING.

TOGETHER WITH vacated streets between tracts and adjacent North of first tract.

For Informational Purposes Only: Tax Sidwell No. 08-23-405-00 1.

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For Informational Purposes Only: Tax Sidwell No. 08-24-100-003.

Parcel 9:

COMMENCING at a point on the Northerly right of way line of Beck Street 528 feet, more or less, North along the Section line from the Southwest corner of Section 24, Township 1 North, Range 1 West, Salt Lake Base and Meridian; thence South $44^{\circ}15'$ East along the Northerly right of way line of Beck Street 82.5 feet; thence North $45^{\circ}45'$ East 495.0 feet; thence South $44^{\circ}15'$ East 445.5 feet; thence North $45^{\circ}45'$ East 189.4 feet; thence North $40^{\circ}13'35''$ West 264.85 feet; thence North 31° East 118.03 feet; thence West 1299.52 feet, more or less, to the West line of Section 24; thence South along the West line of Section 24, a distance of 642.8 feet, more or less, to a point 677.2 feet North of the point of beginning; thence West 16.5 feet; thence South $44^{\circ}01'$ East 384 feet; thence South $45^{\circ}59'$ West 345.25 feet; thence South 160.92 feet to the point of BEGINNING.

EXCEPTING THEREFROM the following described tract: BEGINNING at the Southeast corner of the Grantors land which point is 128 rods South and .5 rods South $44^{\circ}15'$ East 41 feet, more or less, to a point 60 feet perpendicularly distant Northeasterly from said centerline of survey; thence North $42^{\circ}58'$ West 127 feet, more or less, to the West boundary line of said Section 24; thence South 6' feet, more or less, along said West Section line to the Southwest corner of said Grantor's land.

For Informational Purposes Only: Tax Sidwell No. 08-24-300-020.

Parcel 10:

COMMENCING 32 rods South from the Northeast corner of Section 23, Township 1 North, Range 1 West, Salt Lake Meridian; thence South 48 rods; thence West 80 rods; thence South 232 feet; thence West 816 feet, more or less, to the East line of Beck Street; thence Northerly along said street 716 feet, more or less, to the Southwest corner of Burn's Tract; thence Easterly 410.25 feet, more or less, to the Southeast corner of said Burn's Tract; thence Northerly $6\frac{1}{3}$ rods; thence North $6^{\circ}1'$ West 159.5 feet; thence East 1874.75 feet to BEGINNING.

LESS State Road.

For Informational Purposes Only: Tax Sidwell No. 08-23-226-001.

EXHIBIT "B"

(Site Number: #32, 1730 North Beck Street, Salt Lake City, Utah)

| | |
|----|--|
| 1. | Taxes for the year 2002 and subsequent years, which are a lien, but are not yet due or payable. |
| 2. | <p><u>EASEMENT AND CONDITIONS CONTAINED THEREIN:</u></p> <p>Grantee: UTAH INDEPENDENT TELEPHONE COMPANY Location: Exact location not disclosed. Purpose: To erect, operate and maintain 5 poles, wires and fixtures, and incidental purposes Dated: March 23, 1909 Recorded: April 16, 1909 Entry No.: 248097 Book/Page: 6B of Deeds/515</p> <p>Also recorded on same date as Entry No. 248098, in Book 6B of Deeds, at page 515, and as Entry No. 248099, in Book 6B of Deeds, at page 516, of Official Records.</p> |
| 3. | <p><u>Easements</u> or rights of way which Salt Lake City has to construct a sewer upon, over, under or through the subject property, as evidenced by that certain Warranty Deed, recorded November 6, 1911, as Entry No. 287216, in Book 8G of Deeds, at page 266, of Official Records.</p> |
| 4. | <p><u>EASEMENT AND CONDITIONS CONTAINED THEREIN:</u></p> <p>Grantee: MOUNTAIN FUEL SUPPLY COMPANY Location: Exact location not disclosed. Purpose: To lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities through and across the above. Recorded: June 23, 1930 Entry No.: 657187 Book/Page: 71/338</p> |

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| 5. | <p><u>EASEMENT AND CONDITIONS CONTAINED THEREIN:</u></p> <p>Grantee: UTAH POWER AND LIGHT COMPANY Location: Exact location not disclosed. Affects Parcel 4. Purpose: To construct, operate, maintain and repair electric transmission and/or distribution system, under, upon and across the above. Dated: June 30, 1954 Recorded: August 4, 1954 Entry No.: 1384007 Book/Page: 1112/119</p> |
| 6. | <p>All existing rights of way and easement of all public utilities of any and every description now located in, on, under or over the vacated streets and alleys within the Empire Subdivision, as vacated by Ordinance, recorded July 29, 1957, as Entry No. 154933, in Book 1432, at page 296, of Official Records.</p> |
| 7. | <p>All existing rights of way and easements of all public utilities of any and every description now located in, on, under or over the vacated streets and alleys within the Folsom Addition, as vacated by Ordinance recorded September 21, 1983. as Entry No. 3847079, in Book 5492, at page 2677, of Official Records.</p> |
| 8. | <p>Rights of way if any of the OREGON SHORT LINE RAILROAD COMPANY, THE UTAH NORTHERN RAILWAY COMPANY, THE DENVER AND RIO GRANDE WESTERN RAILWAY COMPANY, THE SALT LAKE AND OGDEN RAILWAY COMPANY, THE HOT SPRINGS RAILWAY COMPANY and THE UNION PACIFIC RAILROAD COMPANY or their respective assigns as evidenced by mesne deeds of record.</p> |
| 9. | <p><u>Salt Lake City Ordinance No. 92 of 1999</u> dated November 9, 1999 and recorded November 29, 1999, as Entry No. 7522327 in Book 8326, at Page 75, of Official Records.</p> |
| 10. | <p><u>Salt Lake City Ordinance No. 77 of 1999</u> dated September 21, 1999 and recorded January 24, 2000, as Entry No. 7559300 in Book 8337, at Page 5304, of Official Records.</p> |
| 11. | <p><u>Salt Lake City Ordinance No. 78 of 1999</u> dated September 28, 1999 and recorded January 24, 2000, as Entry No. 7559301 in Book 8337, at Page 5311, of Official Records.</p> |

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| 12. | Any rights, interests, or claims which may exist or arise by reason of the facts shown on a survey plat entitled "Utah Gravel, Salt Lake City, Utah", dated March 28, 2001, prepared by International Land Services, Inc., Bradley D. Daley LS No. 259684. |
| 13. | <u>Lease Agreement</u> Lessor: Monroc, Inc. Lessee: Jack B. Parson Companies Dated: March 30, 2001 <u>Memorandum of Lease Agreement</u> , recorded April 12, 2001, as Entry No. 7868597 in Book 8445, at Page 1888, of Official Records. |
| 14. | Effects, if any, of the <u>Agreement for Service from Track of Railroad</u> dated November 15, 1996 between Southern Pacific Transportation Company and the Denver and Rio Grande Western Railroad Company and Monroc, Inc. for cement unloading at Salt Lake City. (May be terminated on 30 days written notice) |
| 15. | <u>Agreement for Use of Buildings</u> dated March 30, 2001 between Jack B. Parsons Companies and Tri-State Testing Laboratories, Inc. |
| 16. | The terms and conditions of that certain Agreement recorded November 9, 1972, as Entry No. 2498094. in Book 3196, at page 8, of Official Records. (Affects Parcel 10). |
| 17. | Right of access to and from land, if any is not established of record. |
| 18. | 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. |

8385063

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

8385063
10/15/2002 11:19 AM 74.00
Book - 8665 Pg - 972-983
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FOUNDERS TITLE
BY: RDJ, DEPUTY - WI 12 P.

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.

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.

f-53543

SPECIAL CORPORATE QUIT CLAIM DEED
(Site Number: #32, 1730 North Beck Street, Salt Lake City, 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;

BK 8665 PG 0972

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, **MONROC, INC.**, a Delaware corporation, hereinafter called "GRANTOR", has bargained and sold, and by these presents transfers, conveys, grants and quit claims unto **STAKER & PARSON COMPANIES**, a Utah corporation, hereinafter called "GRANTEE", its successor and assigns, a certain tract or parcel of land in Salt Lake 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.

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.

WITNESS as of the 11th day of October, 2002.

MONROC, INC.

By: [Signature]
Title: Vice President

STATE OF TENNESSEE)
):
COUNTY OF HAMILTON)

Before me, SUSAN E. RICH, a Notary Public in and for the State and County aforesaid, personally appeared STAN SPRUNGEL 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 MONROC, INC., 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 11th day of October, 2002.

[Signature]
Notary Public, HAMILTON County,
TENNESSEE

My Commission Expires:

4/7/2004

(Notary Seal)

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



EXHIBIT "A"

(Site Number: #32, 1730 North Beck Street, Salt Lake City, Utah)

Parcel 1:

The Southeast quarter of the Northeast quarter and that part of the Northeast quarter of the Southeast quarter of Section 23, Township 1 North, Range 1 West, Salt Lake Meridian; lying East of Beck Street, less State Road and New Age Manufacturing Co. tracts. Also tracts deeded to LaFORREST T. TWITCHELL and W. W. and W. B. GARDNER, INC.

For Informational Purposes Only: Tax Sidwell No. 08-23-276-001.

Parcel 2:

BEGINNING at a point on the Northerly right of way line of Beck Street, said point being North along the Section line 598.87 feet and North 44°01' West 23.75 feet from the Southwest corner of Section 24, Township 1 North, Range 1 West, Salt Lake Base and Meridian; said point also being in the center of Davis Street as created by the plat of Empire Addition; and running thence North along the center of said Davis Street 128.0 feet; thence South 45°59' West 90 feet to the Northerly right of way line of Beck Street; thence along said Northerly line South 44° 01' East 91 feet to the point of BEGINNING.

LESS Public Streets and rights of way of record.

For Informational Purposes Only: Tax Sidwell No. 08-23-482-009.

Parcel 3:

COMMENCING 66 feet West from the Northwest corner of Block 15, FOLSOM ADDITION; thence West 316 feet, more or less, to the East line of Beck Street; thence Southerly along the East line of said street to the South line of the Northeast quarter of Section 23, Township 1 North, Range 1 West, Salt Lake Meridian; thence East 168 feet, more or less, to a point due South of beginning; thence North 340 feet to BEGINNING.

LESS State Road.

For Informational Purposes Only: Tax Sidwell No. 08-23-253-001.

Parcel 4:

Lots 1 and 14 through 24, inclusive, the East 18.5 feet of Lots 2 through 13, inclusive, Block 9, and all Block 10 through 15, inclusive, FOLSOM ADDITION, according to the Official Plat thereof, recorded in the Office of the Salt Lake County, Recorder.

LESS State Road.

For Informational Purposes Only: Tax Sidwell No. 08-23-252-001.

Parcel 5:

BEGINNING at a point which is North along the Section line 1258.87 feet from the Southwest corner of Section 24, Township 1 North, Range 1 West, Salt Lake Base and Meridian; and running thence North along the Section line 335.0 feet, more or less; thence West 318.0 feet; thence South 44°01' East 462.0 feet to the point of BEGINNING.

LESS public streets and rights of way of record.

For Informational Purposes Only: Tax Sidwell No. 08-23-427-005.

Parcel 6:

COMMENCING 33 feet South from the Northeast corner of the Northwest quarter of the Southeast quarter of Section 23, Township 1 North, Range 1 West, Salt Lake Base and Meridian; thence West 405 feet; thence South 130 feet, more or less, to the Northeasterly line of State Road; thence Southeasterly along said road 370 feet, more or less; thence Northeasterly 438 feet, more or less, to the point of BEGINNING.

ALSO, COMMENCING 470 feet West from said Northeast corner; thence South 70 feet, more or less, to the Northeasterly line of road Northwesterly along said road to the quarter section line East 50 feet, more or less, to the BEGINNING.

TOGETHER WITH vacated streets between tracts and adjacent North of first tract.

For Informational Purposes Only: Tax Sidwell No. 08-23-405-00 1.

Parcel 7:

COMMENCING at the West quarter corner of Section 24, Township 1 North, Range 1 West, Salt Lake Base and Meridian; and running thence East 1775.4 feet; thence South 31° West 2155.0 feet, more or less, to a point on a parcel conveyed to SBC, LLC, by deed recorded August 30, 1994, as Entry No. 5910321, in Book 7009, at page 2063, of Official Records; thence North 41°30' West 40.85 feet; thence North 31' East 1188.03 feet; thence West 1299.52 feet, more or less, to a point due South from the point of beginning; thence North 731 feet, more or less, to the point of BEGINNING.

For Informational Purposes Only: Tax Sidwell No. 08-24-300-001.

Parcel 8:

The West one-half of the Northwest quarter of Section 24, Township 1 North, Range 1 West, Salt Lake Meridian.

LESS AND EXCEPTING property conveyed to SALT LAKE CITY CORPORATION, by Quit Claim Deed recorded October 28, 1999, as Entry No. 7500225, in Book 8319, at page 1784, of Official Records.

For Informational Purposes Only: Tax Sidwell No. 08-24-100-003.

Parcel 9:

COMMENCING at a point on the Northerly right of way line of Beck Street 528 feet, more or less, North along the Section line from the Southwest corner of Section 24, Township 1 North, Range 1 West, Salt Lake Base and Meridian; thence South 44°15' East along the Northerly right of way line of Beck Street 82.5 feet; thence North 45°45' East 495.0 feet; thence South 44°15' East 445.5 feet; thence North 45°45' East 189.4 feet; thence North 40°13'35" West 264.85 feet; thence North 31° East 1188.03 feet; thence West 1299.52 feet, more or less, to the West line of Section 24; thence South along the West line of Section 24, a distance of 642.8 feet, more or less, to a point 677.2 feet North of the point of beginning; thence West 16.5 feet; thence South 44°01' East 384 feet; thence South 45°59' West 345.25 feet; thence South 160.92 feet to the point of BEGINNING.

EXCEPTING THEREFROM the following described tract: BEGINNING at the Southeast corner of the Grantors land which point is 128 rods South and 5 rods South 44°15' East from the Northwest corner of the Southwest Quarter of said Section 24, thence North 45°45' East 41 feet, more or less, to a point 60 feet perpendicularly distant Northeasterly from said centerline of survey; thence North 42° 58' West 127 feet, more or less, to the West boundary line of said Section 24; thence South 61' feet, more or less, along said West Section line to the Southwest corner of said Grantor's land; thence South 44°15' East, along the Northerly right of way line of Beck Street, 82.5 feet to the point of beginning.

AND ALSO EXCEPTING THEREFROM, the following described tract: Beginning at a point which is South 89°53'28" East 561 feet and North 43°50'39" West 687.7 feet and North 45°45' East 457.7 feet from the Southwest Corner of Section 24, Township 1 North, Range 1 West, Salt Lake Base and Meridian, and running thence South 44°14'00" East 445.5 feet; thence North 45°45'00" East 189.4 feet; thence North 40°13'35" West 446.6 feet; thence South 45°45'01" West 220.6 feet to the point of beginning.

For Informational Purposes Only: Tax Sidwell No. 08-24-300-020.

Parcel 10:

COMMENCING 32 rods South from the Northeast corner of Section 23, Township 1 North, Range 1 West, Salt Lake Meridian; thence South 48 rods; thence West 80 rods; thence South 232 feet; thence West 816 feet, more or less, to the East line of Beck Street; thence Northerly along said street 716 feet, more or less, to the Southwest corner of Burn's Tract; thence Easterly 410.25 feet, more or less, to the Southeast corner of said Burn's Tract; thence Northerly 6 1/3 rods; thence North 6°1' West 159.5 feet; thence East 1874.75 feet to BEGINNING.

LESS State Road.

For Informational Purposes Only: Tax Sidwell No. 08-23-226-001.

The property is also described as:

Site #32 - 1730 Beck Street - Survey Description encompassing Roadway

Beginning at a point which lies East 89.16 feet and North 511.86 feet from the Southeast Corner of Section 23, Township 1 North, Range 1 West, Salt Lake Base and Meridian; said point also being on the Northerly right-of-way line of Beck Street as per UDOT U-122 Drawings), thence along said Northerly right-of-way line, North $42^{\circ}43'54''$ West 214.77 feet; thence leaving said Northerly right-of-way, North $46^{\circ}13'49''$ East 82.76 feet to a point on the center of Davis Street as created by the Empire Edition Plat; thence along said center of Davis Street South $0^{\circ}15'06''$ West 39.83 feet; thence leaving said center of Davis Street and running North $46^{\circ}13'48''$ East 348.06 feet; thence North $43^{\circ}46'12''$ West 383.94 feet; thence South $89^{\circ}45'12''$ East 16.50 feet to a point on the East line of said Section 23; thence along said Section line North $0^{\circ}15'06''$ East 53.76 feet; thence leaving said Section line North $43^{\circ}15'26''$ West 461.90 feet to a point on the extended North line of the Component Playground Company Property as recorded in the Salt Lake County Recorders Office dated November 11, 1994 Book 7045, Page 1023, thence running along said line North $89^{\circ}23'57''$ West 625.77 feet to a point at which said line intersects the Northerly right-of-way line of Beck Street; thence along said right-of-way line North $43^{\circ}47'54''$ West 63.89 feet to an angle point on said right-of-way; thence continuing along said right-of-way North $43^{\circ}34'54''$ West 634.51 feet to the Southwesterly corner of an ambiguous description as recorded in the Salt Lake County Recorders Office Entry No. 5214376, Book 6423, Page 2032; thence following said description North $56^{\circ}14'55''$ East 366.14 feet to the beginning of a curve; thence following said description along the arc of a 900.40-foot radius curve to the left, through a central angle of $7^{\circ}55'47''$, 124.61 feet (Chord bears North $52^{\circ}17'02''$ East 124.51 feet); thence following said description North $48^{\circ}19'08''$ East 159.38 feet to the beginning of a curve; thence following said description along the arc of a 759.43 -foot curve to the right through a central angle of $10^{\circ}09'44''$ 134.66 feet (Chord bears North $53^{\circ}23'56''$ East 134.48 feet); thence following said description North $58^{\circ}28'52''$ East 14.78 feet to the Southeasterly corner of said description; thence following said description North $33^{\circ}47'38''$ West 210.18 feet; thence following said description South $64^{\circ}03'52''$ West 80.35 feet; thence following

said description South 56°47'52" West 242.60 feet to the beginning of a curve; thence following said description along the arc of a 315.56-foot radius curve to the left through a central angle of 36°38'46" 201.83 feet (Chord bears South 38°28'29" West 198.41 feet); thence following said description South 20°09'06" West 234.55 feet to the beginning of a curve; thence following said description along the arc of a 324.99-foot radius curve to the right, through a central angle of 19°32'26" 110.84 feet (Chord bears South 29°32'52" West 110.30 feet) to a point on the Northerly right-of-way line of Beck Street; thence leaving said ambiguous description and following said right-of-way North 43°34'54" West 66.69 feet to the beginning of a spiral curve; thence Northwesterly along said Northerly right-of-way along a 10-chord spiral curve to the right 395.71 feet (Chord bears North 41°35'34" West 395.50 feet) to the beginning of a curve; thence along said Northerly right-of-way line along a 1869.08-foot radius curve to the right, through a central angle of 11°34'53" 377.80 feet (Chord bears North 31°47'30" West 377.16 feet); thence continuing along said right-of-way North 2°03'20" West 104.73 feet to the beginning of a non-tangent curve; thence continuing along said right-of-way along a 1829.08-foot radius curve to the right, through a central angle of 13°25'14" 428.43 feet (Chord bears North 16°17'28" West 427.45 feet) to the beginning of a spiral curve; thence continuing along said right-of-way along a 10-chord spiral curve to the right 391.52 feet (Chord bears North 5°33'35" West 391.31 feet); thence continuing along said right-of-way North 3°34'54" West 304.50 feet to the beginning of a curve; thence continuing northerly along said right-of-way line along a 23018.09-foot radius curve to the left through a central angle of 0°59'21" 397.39 feet (Chord bears North 4°04'34" West 397.37 feet) to the Southerly line of the Burns Tract; thence North 81°37'48" East 318.50 feet to the Southeast corner of said Burns Tract; thence North 5°46'11" West 264.00 feet; thence South 89°45'12" East 1874.75 feet to the East line of said Section 23; thence along said section line North 0°15'06" East 528.00 feet to the Northeast Corner of said Section 23, said point being also the Northwest Corner of Section 24; Township 1 North, Range 1 West, Salt Lake Base and Meridian; thence along the North line of said Section 24 North 89°17'24" East 1318.19 feet to the Northeast Corner of the West half of the Northwest Quarter of Section 24; thence South 0°14'25" West 2629.14 feet along the East line of said West half of the Northwest Quarter of Section 24, to the Southeast Corner of said West half of Northwest Quarter of Section 24; thence South 89°44'33" East 456.87 feet along the South line of the Northwest Quarter of said Section 24; thence South 31°14'48" West 2089.86 feet, thence South 39°58'47" East

246.89 feet; thence South 45°59'47" West 189.40 feet; thence North 44°00'12" west 445.50 feet; thence South 45°59'48" West 398.28 feet to the Northeasterly right-of-way line of Beck Street; thence along said right-of-way North 43°52'25" West 9.55 feet; thence continuing along said right-of-way South 47°16'06" West 45.51 feet to the point of beginning.

Less and excepting therefrom:

Dedicated Streets and Alleys within Folsoms Addition,

and further Less and excepting therefrom:

Property conveyed to SALT LAKE CITY CORPORATION, by Quit Claim Deed recorded October 28, 1999, as Entry No. 7500225, in Book 8319, at page 1784, of Official Records

EXHIBIT "B"

(Site Number: #32, 1730 North Beck Street, Salt Lake City, Utah)

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| 1. | Taxes for the year 2002 and subsequent years, which are a lien, but are not yet due or payable. |
| 2. | <p><u>EASEMENT AND CONDITIONS CONTAINED THEREIN:</u></p> <p>Grantee: UTAH INDEPENDENT TELEPHONE COMPANY Location: Exact location not disclosed. Purpose: To erect, operate and maintain 5 poles, wires and fixtures, and incidental purposes Dated: March 23, 1909 Recorded: April 16, 1909 Entry No.: 248097 Book/Page: 6B of Deeds/515</p> <p>Also recorded on same date as Entry No. 248098, in Book 6B of Deeds, at page 515, and as Entry No. 248099, in Book 6B of Deeds, at page 516, of Official Records.</p> |
| 3. | <p><u>Easements</u> or rights of way which Salt Lake City has to construct a sewer upon, over, under or through the subject property, as evidenced by that certain Warranty Deed, recorded November 6, 1911, as Entry No. 287216, in Book 8G of Deeds, at page 266, of Official Records.</p> |
| 4. | <p><u>EASEMENT AND CONDITIONS CONTAINED THEREIN:</u></p> <p>Grantee: MOUNTAIN FUEL SUPPLY COMPANY Location: Exact location not disclosed. Purpose: To lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities through and across the above. Recorded: June 23, 1930 Entry No.: 657187 Book/Page: 71/338</p> |

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| 5. | <p><u>EASEMENT AND CONDITIONS CONTAINED THEREIN:</u></p> <p>Grantee: UTAH POWER AND LIGHT COMPANY Location: Exact location not disclosed. Affects Parcel 4. Purpose: To construct, operate, maintain and repair electric transmission and/or distribution system, under, upon and across the above. Dated: June 30, 1954 Recorded: August 4, 1954 Entry No.: 1384007 Book/Page: 1112/119</p> |
| 6. | <p>All existing rights of way and easement of all public utilities of any and every description now located in, on, under or over the vacated streets and alleys within the Empire Subdivision, as vacated by Ordinance, recorded July 29, 1957, as Entry No. 154933, in Book 1432, at page 296, of Official Records.</p> |
| 7. | <p>All existing rights of way and easements of all public utilities of any and every description now located in, on, under or over the vacated streets and alleys within the Folsom Addition, as vacated by Ordinance recorded September 21, 1983. as Entry No. 3847079, in Book 5492, at page 2677, of Official Records.</p> |
| 8. | <p>Rights of way if any of the OREGON SHORT LINE RAILROAD COMPANY, THE UTAH NORTHERN RAILWAY COMPANY, THE DENVER AND RIO GRANDE WESTERN RAILWAY COMPANY, THE SALT LAKE AND OGDEN RAILWAY COMPANY, THE HOT SPRINGS RAILWAY COMPANY and THE UNION PACIFIC RAILROAD COMPANY or their respective assigns as evidenced by mesne deeds of record.</p> |
| 9. | <p><u>Salt Lake City Ordinance No. 92 of 1999</u> dated November 9, 1999 and recorded November 29, 1999, as Entry No. 7522327 in Book 8326, at Page 75, of Official Records.</p> |
| 10. | <p><u>Salt Lake City Ordinance No. 77 of 1999</u> dated September 21, 1999 and recorded January 24, 2000, as Entry No. 7559300 in Book 8337, at Page 5304, of Official Records.</p> |
| 11. | <p><u>Salt Lake City Ordinance No. 78 of 1999</u> dated September 28, 1999 and recorded January 24, 2000, as Entry No. 7559301 in Book 8337, at Page 5311, of Official Records.</p> |

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| 12. | Any rights, interests, or claims which may exist or arise by reason of the facts shown on a survey plat entitled "Utah Gravel, Salt Lake City, Utah", dated March 28, 2001, prepared by International Land Services, Inc., Bradley D. Daley LS No. 259684. |
| 13. | <u>Lease Agreement</u> Lessor: Monroc, Inc. Lessee: Jack B. Parson Companies Dated: March 30, 2001 <u>Memorandum of Lease Agreement</u> , recorded April 12, 2001, as Entry No. 7868597 in Book 8445, at Page 1888, of Official Records. |
| 14. | Effects, if any, of the <u>Agreement for Service from Track of Railroad</u> dated November 15, 1996 between Southern Pacific Transportation Company and the Denver and Rio Grande Western Railroad Company and Monroc, Inc. for cement unloading at Salt Lake City. (May be terminated on 30 days written notice) |
| 15. | <u>Agreement for Use of Buildings</u> dated March 30, 2001 between Jack B. Parsons Companies and Tri-State Testing Laboratories, Inc. |
| 16. | The terms and conditions of that certain Agreement recorded November 9, 1972, as Entry No. 2498094. in Book 3196, at page 8, of Official Records. (Affects Parcel 10). |
| 17. | Right of access to and from land, if any is not established of record. |
| 18. | 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. |