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THIRD AMENDMENT TO DEED OF TRUST,
ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FINANCING
STATEMENT

TITLE OF DOCUMENT

RE: **THIRD AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FINANCING STATEMENT**

Book/Page or Volume/Page #: _____

Recording Date: _____

Check filled in for: \$ _____

LDS Order/Trans #

B1554338.34 (21 pg)

800-634-9738

THIRD AMENDMENT TO DEED OF TRUST, ASSIGNMENT
OF LEASES AND RENTS, SECURITY AGREEMENT
AND FINANCING STATEMENT

This THIRD AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT (this "Amendment"), is made as of April 14, 1999 by and between VALLEY ASPHALT, INC., a corporation duly organized and validly existing under the laws of the State of Utah (herein, together with its successors and assigns, the "Grantor"), having its office at 820 North 1080 East, St. George, Utah 84770, and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION (successor by merger to Bank of America Illinois), as Agent, a national banking association (herein in such capacity, together with its successors and assigns in such capacity, called the "Beneficiary"), for itself and the other Lenders (defined below) located at 231 South LaSalle Street, Chicago, Illinois 60697.

R E C I T A L S:

A. Original Credit Agreement. U.S. Aggregates, Inc. (the "Company") entered into an Amended and Restated Credit Agreement dated as of August 3, 1995, with Bank of America Illinois, as Agent, and certain financial institutions, as lenders, pursuant to which such lenders agreed to make loans to the Company which has been amended by a Second Amended and Restated Credit Agreement dated October 15, 1996 (collectively, the "Original Credit Agreement").

B. Original Deed of Trust. The Grantor executed and delivered to Bank of America Illinois, as Agent, that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement (the "Original Deed of Trust"), dated as of June __, 1996 which has been amended by a First Amendment to Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of November 30, 1996 (the "First Deed of Trust Amendment" and by a Second Amendment to Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of June 5, 1998 (the "Second Deed of Trust Amendment"). The Original Deed of Trust as amended by the First Deed of Trust Amendment and the Second Deed of Trust Amendment is called the "Amended Deed of Trust"). The Original Deed of Trust was recorded on July 8, 1996 in the Recorder's Office of Utah County, Utah in Book 4014, at Page 372 as Document No. 56108. The Second Deed of Trust Amendment was recorded on January 14, 1999 in Book 4937 at Pages 682 - 702 as Document No.

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4396. The Amended Deed of Trust encumbers the real estate described on Exhibit A hereto.

C. Third Restated Credit Agreement. The Company has entered into a Third Amended and Restated Credit Agreement (as the same may be amended, modified, supplemented, restated, or replaced from time to time, the "Third Restated Credit Agreement"), dated as of June 5, 1998, with, the Beneficiary and certain other financial institutions, as lenders (together with such other financial institutions as may from time to time be parties to the Third Restated Credit Agreement, collectively called the "Lenders") which Third Restated Credit Agreement amends, restates and replaces the Original Credit Agreement. The Company and the Lenders have entered into a First Amendment (the "First Amendment"), dated as of April 14, 1999, to the Third Restated Credit Agreement. The Third Restated Credit Agreement as amended by the First Amendment provides for loans ("Loans") to be made by the Lenders to the Company in the aggregate amount of up to One Hundred Seventy-Five Million and No/100 Dollars (\$175,000,000.00). The Loans are due and payable no later than June 5, 2004. The Loans of each Lender are evidenced by a promissory note (collectively, the "Restated Notes" and individually a "Restated Note") dated as of the Effective Date (as defined in the Third Restated Credit Agreement as amended by the First Amendment).

D. This Amendment. The Grantor and the Beneficiary have agreed to enter into this Amendment so that the Amended Deed of Trust will reflect the changes effected by the Third Restated Credit Agreement as amended by the First Amendment.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the Grantor and the Beneficiary agree as follows:

1. The term "Credit Agreement" as used in the Amended Deed of Trust shall mean the Third Restated Credit Agreement as amended by the First Amendment.
2. The term "Notes" as used in the Amended Deed of Trust shall mean the "Restated Notes" and the term "Note" shall mean a "Restated Note".
3. All references in the Amended Deed of Trust to the "Deed of Trust" shall be deemed to mean and include the Amended Deed of Trust as amended hereby.
4. The Grantor expressly agrees and understands that this Amendment shall not be construed as a novation of the Amended Deed of Trust.

5. The Amended Deed of Trust, as supplemented and amended hereby, is ratified and confirmed by the Grantor in its entirety.

6. The Grantor confirms that to the extent of \$155,000,000 the Amended Deed of Trust as amended hereby secures the same indebtedness as was heretofore secured by the Amended Deed of Trust.

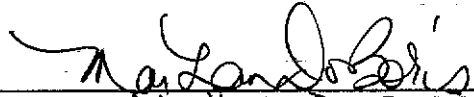
7. Except as and to the extent amended by this Amendment, the Amended Deed of Trust and all of the terms, conditions and provisions thereof shall, in all respects, remain unmodified and unchanged and are hereby reaffirmed, ratified and confirmed and shall remain in full force and effect.

8. This Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

9. This Amendment may be executed in any number of counterparts and by each of the undersigned on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment.

IN WITNESS WHEREOF, the undersigned have executed this Deed
of Trust on the day and year first above written.

VALLEY ASPHALT, INC., a
Utah corporation

By: 
Name: Marian Do Borja
Title: Asst. Treasurer

BANK OF AMERICA NATIONAL TRUST AND
SAVINGS ASSOCIATION, as Agent

By: Sarah L. Hemmer
Name: Sarah L. Hemmer
Title: Vice President

This instrument was prepared
by and for the use of

Rex A. Palmer, Esq.
Mayer, Brown & Platt
190 South LaSalle Street
Chicago, Illinois 60603

STATE OF California)
COUNTY OF San Mateo) SS.

I, Melissa R. Charlan, a Notary Public, do hereby certify that Mailan De Boris, personally known to me to be the ~~Asst. Treasurer~~ president of VALLEY ASPHALT, INC., a Utah corporation, and personally known to me to be the same person whose name is subscribed to the foregoing document, appeared before me this day in person and acknowledged that as such ~~Asst. Treasurer~~ president he signed and delivered the said document as ~~Asst. Treasurer~~ president of said corporation pursuant to authority given by the Board of Directors of said corporation as her free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

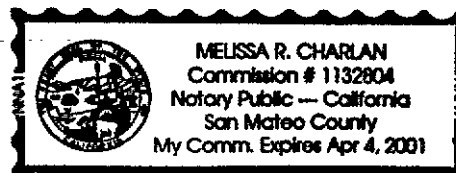
Given under my hand and notarial seal, this 7 day of July, 1999.

Melissa R. Charlan
Notary Public

Type or
Print Name: Melissa R. Charlan

My commission expires:

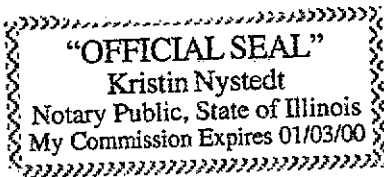
April 4, 2001



STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned Notary Public in and for said County in said State hereby certify that SARAH L. HEMMER, whose name as Vice President of BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national banking association, is signed to the foregoing Amendment, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as an act of said association.

Given under my hand and notarial seal, this 15th day of June, 1999.



Kristin Nystedt
Notary Public

My commission expires: 01/03/2000

Valley Asphalt
(Utah County, Utah)

Exhibit A
(Page 1 of 14)

LEASED PROPERTIES

ELBERTA

PARCEL 1

THE EAST HALF OF THE SOUTHWEST QUARTER, AND THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 10 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, ALSO DESCRIBED AS FOLLOWS; COMMENCING FROM THE SOUTHEAST CORNER OF SECTION 18, TOWNSHIP 10 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH $01^{\circ}21'16''$ WEST 2674.01 FEET; THENCE NORTH $89^{\circ}41'09''$ WEST 2659.18 FEET; THENCE NORTH $89^{\circ}41'09''$ WEST 1373.56 FEET; THENCE SOUTH $01^{\circ}12'20''$ EAST 2648.95 FEET; THENCE SOUTH $89^{\circ}20'20''$ EAST 1390.03 FEET; THENCE SOUTH $89^{\circ}19'49''$ EAST 2650.39 FEET TO THE POINT OF BEGINNING.

PARCEL 2

THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 10 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, LESS THE ACREAGE EAST OF CANAL DESCRIBED AS FOLLOWS; COMMENCING FROM THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 10 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH $88^{\circ}48'36''$ EAST 2000 FEET; THENCE NORTH $24^{\circ}46'36''$ EAST 1479.14 FEET; THENCE NORTH $01^{\circ}14'55''$ WEST 1329.81 FEET; THENCE SOUTH $89^{\circ}07'12''$ WEST 1326.99 FEET; THENCE SOUTH $89^{\circ}07'12''$ WEST 1327 FEET; THENCE SOUTH $01^{\circ}21'16''$ EAST 1337 FEET; THENCE SOUTH $01^{\circ}21'16''$ EAST 1337 FEET TO THE POINT OF BEGINNING.

PARCEL 3

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND THE WEST HALF OF THE NORTHEAST QUARTER, LESS THE ACREAGE EAST OF CANAL DESCRIBED AS FOLLOWS; COMMENCING FROM THE NORTH QUARTER CORNER OF SECTION 17, TOWNSHIP 10 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH $89^{\circ}24'06''$ WEST 1329.38 FEET; THENCE SOUTH $01^{\circ}17'55''$ EAST 1332.23 FEET; THENCE NORTH $89^{\circ}15'40''$ EAST 1328.18 FEET; THENCE SOUTH $01^{\circ}14'55''$ EAST 1328.95 FEET; THENCE SOUTH $01^{\circ}14'55''$ EAST 1329.81 FEET; THENCE NORTH $24^{\circ}46'36''$ EAST 85.15 FEET; THENCE NORTH $35^{\circ}27'00''$ EAST 1099.57 FEET; THENCE NORTH $06^{\circ}00'00''$ EAST 369.86 FEET; THENCE NORTH $11^{\circ}08'33''$ WEST 2699.70 FEET; THENCE SOUTH $89^{\circ}23'54''$ WEST 277.27 FEET TO THE POINT OF BEGINNING.

Valley Asphalt
(Utah County, Utah)

Exhibit A
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LEASED PROPERTIES

ELBERTA

PARCEL 4

PARCEL 4-A

LOT 1, PLAT "A", BRONSON SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE UTAH COUNTY RECORDER'S OFFICE, UTAH COUNTY, UTAH. TOGETHER WITH THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 10 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. LESS AND EXCEPTING THE FOLLOWING; THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 10 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 4-B

COMMENCING AT THE NORTHEAST CORNER OF LOT 1, PLAT "A", BRONSON SUBDIVISION; THENCE NORTH 20'07" WEST 650.86 FEET, MORE OR LESS; THENCE NORTH 89°59'58" WEST 1287 FEET; THENCE SOUTH 20'07" EAST 650.86 FEET, MORE OR LESS; THENCE SOUTH 89°59'58" EAST 1287 FEET TO THE POINT OF BEGINNING.

PARCEL 5

LOT 3, PLAT A, BRONSON SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE RECORDER, UTAH COUNTY, UTAH.

PARCEL 6

LOT 4, PLAT A, BRONSON SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE RECORDER, UTAH COUNTY, UTAH.

RECORD TITLE HOLDER: BRENT R. SUMSION AND SCOTT S. SUMSION

Exhibit A
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LEASED PROPERTIES

SANTAQUIN

PARCEL 1

PARCEL 1A (OLD TAX SERIAL NO. 30-91-19)

COMMENCING EAST 2020.74 FEET AND NORTH 690.39 FEET OF THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°08'25" EAST 233 FEET; THENCE SOUTH 51'35" EAST 660 FEET; THENCE SOUTH 89°08'25" WEST 233 FEET; THENCE NORTH 51'35" WEST 660 FEET TO THE POINT OF BEGINNING.

PARCEL 1B (OLD TAX SERIAL NO. 30-91-18)

COMMENCING EAST 1958.21 FEET AND NORTH 1241.03 FEET FROM THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG A 129.79 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARING NORTH 51°33'02" EAST 127.17 FEET); THENCE NORTH 86°27'29" EAST 82.97 FEET; THENCE NORTH 36°45'54" EAST 15.30 FEET; THENCE NORTH 89°08'25" EAST 521.27 FEET; THENCE 51'35" EAST 645.09 FEET; THENCE SOUTH 89°08'25" WEST 132 FEET; THENCE SOUTH 51'35" EAST 264 FEET; THENCE NORTH 89°08'25" EAST 132 FEET; THENCE SOUTH 51'35" EAST 396 FEET; THENCE SOUTH 89°08'25" WEST 427 FEET; THENCE NORTH 51'35" WEST 660 FEET; THENCE SOUTH 89°08'25" WEST 233 FEET; THENCE NORTH 13°20'48" EAST 237.61 FEET; THENCE NORTH 11°06'02" WEST 210.40 FEET; THENCE NORTH 34°13'46" WEST 136.66 FEET TO THE POINT OF BEGINNING.

PARCEL 1C (OLD TAX SERIAL NO. 32-40-3)

BEGINNING 2670.77 FEET EAST AND 1360.22 FEET NORTH OF THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°08'25" EAST 660.0 FEET; THENCE SOUTH 00°51'35" EAST 414.80 FEET; THENCE SOUTH 88°53'26" EAST 113.62 FEET; THENCE NORTH 00°51'35" WEST 150.00 FEET; THENCE SOUTH 87°04'34" EAST 1833.22 FEET; THENCE SOUTH 00°59'42" WEST 930.82 FEET; THENCE SOUTH 89°08'25" WEST 62.12 FEET; THENCE SOUTH 00°57'58" WEST 896.02 FEET; THENCE NORTH 89°01'35" WEST 3000.00 FEET; THENCE NORTH 00°58'24" EAST 800.01 FEET; THENCE NORTH

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89°08'25" EAST 490.88 FEET; THENCE NORTH 00°51'35" WEST 396.00
FEET; THENCE SOUTH 88°45'15" WEST 132.00

FEET; THENCE NORTH 00°51'35" WEST 264.00 FEET; THENCE NORTH
89°08'25" EAST 132.00 FEET; THENCE NORTH 00°51'35" WEST 660.88 FEET
TO THE POINT OF BEGINNING.

RECORD TITLE HOLDER: BRENT R. SUMSION AND SCOTT J. SUMSION

Valley Asphalt
(Utah County, Utah)

Exhibit A
(Page 5 of 14)

LEASED PROPERTIES

GERALD L. HILL FAMILY LLC

SITUATED IN UTAH COUNTY, STATE OF UTAH.

COMMENCING AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 8 SOUTH,
RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE EAST 1320 FEET;
THENCE SOUTH 623.70 FEET; THENCE WEST 1320 FEET; THENCE
NORTH 623.70 FEET TO THE POINT OF BEGINNING.

RECORD TITLE HOLDER: GERALD L. HILL FAMILY L.L.C.

Valley Asphalt
(Utah County, Utah)

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LEASED PROPERTIES

WOOD PIT

SITUATED IN UTAH COUNTY, STATE OF UTAH.

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 9 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 7.50 CHAINS; THENCE WEST 20 CHAINS; THENCE SOUTH 7.50 CHAINS; THENCE EAST 20 CHAINS TO THE POINT OF BEGINNING. (TAX SERIAL NO. 29-62-13).

COMMENCING 20 CHAINS SOUTH OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 9 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 10 CHAINS; THENCE WEST 20 CHAINS; THENCE NORTH 10 CHAINS; THENCE EAST 20 CHAINS TO THE POINT OF BEGINNING. (TAX SERIAL NO. 29-62-11).

RECORD TITLE HOLDER: AN UNDIVIDED ONE-HALF INTEREST TO EVELYN HANKS WOOD, OR HER SUCCESSOR, AS TRUSTEE OF THE WILLIAM PRIOR WOOD FAMILY LIVING TRUST EXECUTED NOVEMBER 30, 1981, AND AN UNDIVIDED ONE-HALF INTEREST TO WILLIAM PRIOR WOOD, OR HIS SUCCESSOR, AS TRUSTEE OF THE EVELYN HANKS WOOD FAMILY LIVING TRUST EXECUTED NOVEMBER 30, 1981.

Valley Asphalt
(Utah County, Utah)

Exhibit A
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Elberta Pit

That certain Aggregate Lease (Elberta), dated as of June _____,
1996 between Brent R. Sumsion and Scott J. Sumsion, as lessors, and
the Trustor, as lessee, demising the real estate described as
Elberta aforesaid.

Valley Asphalt
(Utah County, Utah)

Exhibit A
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Santaquin Pit

That certain Aggregate Lease (Santaquin), dated as of June ____, 1996 between Brent R. Sumsion and Scott J. Sumsion, as lessors, and the Trustee, as lessee, demising the real estate described as Santaquin aforesaid.

Valley Asphalt
(Utah County, Utah)

Exhibit A
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Hill Pit

That certain Agreement, dated March 12, 1992 between Gerald L. Hill Family Partnership, as lessor, and the Trustor, as lessee, demising the real estate described as Gerald L. Hill Family LLC aforesaid.

Valley Asphalt
(Utah County, Utah)

Exhibit A
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Wood Pit Lease

Agreement dated February 11, 1964 between William P. Wood and Evelyn Hanks Wood, as lessors, and Harold E. Davis and J. M. Sumsion and Sons, Inc., as lessers, demising the real estate described as Wood Pit hereto. The lease was amended by a letter agreement dated February 27, 1996 between William Prior Wood, individually and as trustee of the Evelyn Hanks Wood Family Living Trust and Evelyn Hanks Wood, individually and as trustee of the William Prior Wood Family Living Trust, as lessors, and the Trustor, as lessee.

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(Utah County, Utah)

Exhibit A
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Owned Properties

Gomex Pit

BEGINNING AT A POINT IN A FENCE LINE ON THE WEST LINE OF THE DENVER AND RIO GRANDE RAILROAD RIGHT-OF-WAY, SAID POINT BEING NORTH 89°56'58" EAST ALONG THE SECTION LIEN 4052.33 FEET AND SOUTH 3659.05 FEET FROM THE NORTHWEST CORNER OF SECTION 34, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 38°45'18" EAST ALONG SAID RAILROAD RIGHT-OF-WAY LINE FENCE 1163.34 FEET; THENCE SOUTH 55°24'10" WEST ALONG A FENCE 267.31 FEET; THENCE SOUTH 18°13'32" WEST ALONG A FENCE AND ITS EXTENSION 433.71 FEET MORE OR LESS TO A POINT 2.0 FEET NORTHERLY OF THE HIGH WATER LINE OF THE EAST BENCH CANAL; THENCE ALONG A LINE 2.0 FEET NORTHERLY AND EASTERLY OF SAID HIGH WATER MARK ON THE BANK OF SAID CANAL MORE OR LESS ON THE FOLLOWING COURSES: NORTH 76°10'11" WEST 221.34 FEET, SOUTH 60°13'43" WEST 237.87 FEET, NORTH 71°48'47" WEST 185.51 FEET, SOUTH 75°04'59" WEST 100.02 FEET, ALONG THE ARC OF A 44.47 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 75.05 FEET, THE CHORD TO SAID CURVE BEARS NORTH 56°34'03" WEST 66.46 FEET, NORTH 08°13'04" WEST 239.50 FEET, NORTH 22°23'16" WEST 218.24 FEET, ALONG THE ARC OF A 22.27 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 18.80 FEET, THE CHORD TO SAID CURVE BEARS NORTH 46°34'27" WEST 18.24 FEET, NORTH 70°45'38" FEET; THENCE LEAVING SAID CANAL BANK NORTH 01°46'19" EAST 811.59 FEET; THENCE NORTH 51°04'12" EAST 275.84 FEET; THENCE NORTH 76°40'55" EAST 170.69 FEET; THENCE SOUTH 83°34'31" EAST 118.14 FEET TO THE POINT OF BEGINNING.

Valley Asphalt
(Utah County, Utah)

Exhibit A
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Owned Properties

Leland Pit (Business)

COMMENCING EAST 25.88 FEET AND NORTH 1520.47 FEET FROM THE WEST 1/4 CORNER OF SECTION 25, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 75°05'48" EAST 430.26 FEET; THENCE NORTH 88°21'54" EAST 822.35 FEET; THENCE SOUTH 13°31'22" EAST 99.05 FEET; THENCE SOUTH 32°59'15" EAST 1877.6 FEET; THENCE SOUTH 70°43'55" WEST 256.39 FEET, THENCE SOUTH 89°02'22" WEST 601.21 FEET; THENCE NORTH 18°32'16" WEST 465.47 FEET; THENCE NORTH 88°35'38" WEST 151.97 FEET; THENCE NORTH 60°03'43" WEST 205.43 FEET; THENCE NORTH 62°14'28" WEST 120.07 FEET; THENCE NORTH 62°49'47" WEST 118.39 FEET; THENCE NORTH 66°04'36" WEST 74.10 FEET; THENCE SOUTH 86°26'53" WEST 50.90 FEET; THENCE SOUTH 36°04'25" WEST 126.01 FEET; THENCE SOUTH 58°41'22" WEST 74.26 FEET; THENCE SOUTH 43°15'07" WEST 155.78 FEET; THENCE SOUTH 61°48'59" WEST 114.63 FEET; THENCE SOUTH 89°28'57" WEST 55.35 FEET; THENCE NORTH 12°42'40" WEST 115.89 FEET; THENCE NORTH 18°19'47" WEST 325.45 FEET; THENCE NORTH 21°16'51" WEST 790.35 FEET TO THE POINT OF BEGINNING.

LESS THAT PORTION OWNED BY SPANISH FORK CITY, A MUNICIPAL CORPORATION, BY THAT CERTAIN WARRANTY DEED DATED JULY 1, 1960, AND RECORDED SEPTEMBER 1, 1960, AS ENTRY NO. 12388 IN BOOK 852 AT PAGE 479 OF THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER, UTAH. (SEE ATTACHED PLAT).

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(Utah County, Utah)

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Owned Properties

Salem Pit

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18,
TOWNSHIP 9 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN.

EXCEPTING THEREFROM:

BEGINNING AT A FENCE LINE INTERSECTION, WHICH POINT IS NORTH 1319.959 FEET AND WEST 10.450 FEET (BASED ON THE UTAH STATE COORDINATE SYSTEM, CENTRAL ZONE AND DATA PUBLISHED BY THE UTAH COUNTY SURVEYOR AS OF JUNE 21, 1976) FROM THE WEST QUARTER CORNER OF SECTION 18, TOWNSHIP 9 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°32'39" EAST ALONG A FENCE LINE 299.830 FEET TO A CURVE ON THE WESTERLY LINE OF ZERO STREET UTAH COUNTY ROAD, CONCAVE WESTERLY HAVING A RADIUS OF 748.330 FEET; THENCE ALONG SAID ROAD AS FOLLOWS: SOUTHERLY AROUND THE PERIPHERY OF SAID CURVE 67.217 FEET, SOUTHWESTERLY AROUND THE PERIPHERY OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 810.300 FEET, A DISTANCE OF 226.072 FEET, SOUTH 28°55'52" WEST 282.750 FEET, SOUTHERLY AROUND THE PERIPHERY OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 796.940 FEET, A DISTANCE OF 186.627 FEET TO A FENCE LINE; THENCE NORTH 0°00'03" EAST ALONG SAID FENCE LINE 693.998 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A RIGHT OF WAY LEADING INTO THE ABOVE DESCRIBED PROPERTY ACROSS THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION. SAID RIGHT OF WAY CROSSING THE BRIDGE ON THE HIGH LINE CANAL.

LESS AND EXCEPTING THEREFROM:

COMMENCING AT A POINT IN A FENCE CORNER IN THE GRANTOR'S SOUTH AND EAST LINES WHICH POINT IS WEST 1.37 FEET FROM THE WEST QUARTER CORNER OF SECTION 18, TOWNSHIP 9 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 01°01'47" WEST ALONG A FENCE LINE 628.28 FEET; THENCE ALONG THE ARC OF A 796.94 FOOT RADIUS CURVE TO THE RIGHT 186.64 FEET, THE CHORD OF WHICH BEARS NORTH 22°13'24" EAST 186.21 FEET; THENCE NORTH 28°56' EAST 282.75 FEET; THENCE ALONG THE ARC OF A 810.30 FEET RADIUS CURVE TO THE LEFT 226.07 FEET, THE CHORD OF WHICH BEARS NORTH 20°56'26" EAST 225.34 FEET;

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(Utah County, Utah)

Exhibit A
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THENCE ALONG THE ARC OF A 748.33 FOOT RADIUS CURVE TO THE LEFT 67.20 FEET, THE CHORD OF WHICH BEARS NORTH 10°22'33" EAST 67.18 FEET TO THE GRANTOR'S NORTH LINE, THE SAME BEING THE SOUTH LINE OF THE PROPERTY OF JERRY G. JENSEN; THENCE NORTH 89°32'47" EAST ALONG SAID GRANTOR'S NORTH LINE 66.63 FEET; THENCE ALONG THE ARC OF A 814.33 FOOT RADIUS CURVE TO THE RIGHT 82.07 FEET, THE CHORD OF WHICH BEARS SOUTH 10°02'18" WEST 82.66 FEET; THENCE ALONG THE ARC OF A 876.30 FOOT RADIUS CURVE TO THE RIGHT 244.49 FEET, THE CHORD OF WHICH BEARS SOUTH 20°56'26" WEST 243.70 FEET; THENCE SOUTH 28°56' WEST 282.75 FEET; THENCE ALONG THE ARC OF A 730.94 FOOT RADIUS CURVE TO THE LEFT 382.25 FEET, THE CHORD OF WHICH BEARS SOUTH 13°57'06" WEST 377.91 FEET; THENCE SOUTH 01°01'47" EAST 401.30 FEET MORE OR LESS TO A FENCE ON THE GRANTOR'S SOUTH LINE; THENCE WEST ALONG SAID FENCE 33.00 FEET TO THE POINT OF BEGINNING.

THIRD AMENDMENT TO DEED OF TRUST, ASSIGNMENT
OF LEASES AND RENTS, SECURITY AGREEMENT
AND FINANCING STATEMENT

This THIRD AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT (this "Amendment"), is made as of April 14, 1999 by and between VALLEY ASPHALT, INC., a corporation duly organized and validly existing under the laws of the State of Utah (herein, together with its successors and assigns, the "Grantor"), having its office at 820 North 1080 East, St. George, Utah 84770, and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION (successor by merger to Bank of America Illinois), as Agent, a national banking association (herein in such capacity, together with its successors and assigns in such capacity, called the "Beneficiary"), for itself and the other Lenders (defined below) located at 231 South LaSalle Street, Chicago, Illinois 60697.

R E C I T A L S:

A. Original Credit Agreement. U.S. Aggregates, Inc. (the "Company") entered into an Amended and Restated Credit Agreement dated as of August 3, 1995, with Bank of America Illinois, as Agent, and certain financial institutions, as lenders, pursuant to which such lenders agreed to make loans to the Company which has been amended by a Second Amended and Restated Credit Agreement dated October 15, 1996 (collectively, the "Original Credit Agreement").

B. Original Deed of Trust. The Grantor executed and delivered to Bank of America Illinois, as Agent, that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement (the "Original Deed of Trust"), dated as of June __, 1996 which has been amended by a First Amendment to Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of November 30, 1996 (the "First Deed of Trust Amendment" and by a Second Amendment to Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of June 5, 1998 (the "Second Deed of Trust Amendment"). The Original Deed of Trust as amended by the First Deed of Trust Amendment and the Second Deed of Trust Amendment is called the "Amended Deed of Trust"). The Original Deed of Trust was recorded on July 8, 1996 in the Recorder's Office of Utah County, Utah in Book 4014, at Page 372 as Document No. 56108. The Second Deed of Trust Amendment was recorded on January 14, 1999 in Book 4937 at Pages 682 - 702 as Document No.

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