Box 35
00275624 KB4

BOOK 9736PG121

Name and address to which
future tax statements are
to be sent:
Lone Star Industries, Inc.
Mr. Frank Saya, Tax Department
300 First Stamford Place
Post Office Box 120014
Stamford, Connecticut 06912-0014

Map Parcel Number:
Map 80, Parcels 64 and 66

This instrument prepared by:
W. Daniel Hicks, Jr., Esq.
Altman, Kritzer & Levick, P.C.
6400 Powers Ferry Road, Suite 224
Atlanta, Georgia 30339

95 JUL 20 PM 4:11

REGISTER
DAVIDSON COUNTY, TN.

00080770

IDENTIFICATION REFERENCE

SPECIAL WARRANTY DEED

This Special Warranty Deed (this "Deed") is made as of the 20th day of July, 1995, by and between LAROCHE INDUSTRIES INC., a Delaware corporation (hereinafter referred to as "Grantor") having an office at Perimeter - 400 Center Two, 1100 Johnson Ferry Road, Atlanta, Georgia 30342, and LONE STAR INDUSTRIES, INC., a Delaware corporation (hereinafter referred to as "Grantee") having an address in care of Mr. Frank R. Saya, 300 First Stamford Place, Post Office Box 120014, Stamford, Connecticut 06912-0014;

W I T N E S S E T H:

Grantor, for and in consideration of the sum of Seven Hundred Thousand and No/100 Dollars ($700,000.00) and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy and legal sufficiency of which are hereby acknowledged by Grantor, has bargained, sold, transferred and conveyed and does hereby bargain, sell, transfer and convey unto Grantee, its successors and assigns, the real property located in the County of Davidson, State of Tennessee, which is more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (the "Property").

Without expanding the implication of the scope of the limited or special warranty of title set forth hereinbelow, the foregoing Property is conveyed subject to all matters described on

Exhibit "B" attached hereto and by this reference made a part hereof (the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Property, together with all appurtenances and hereditaments thereunto appertaining, unto Grantee, its successors and assigns in fee simple forever, subject to the Permitted Encumbrances.

Grantor will specially warrant and defend the title to the Property unto Grantee against the lawful claims of all persons claiming by, through or under Grantor (but not further or otherwise), except for and subject to the Permitted Encumbrances.

Grantee, by its acceptance of this Deed to the Property and by its execution below, agrees with Grantor as follows:

(i) Except to the extent of any breach by Grantor of its specific environmental representations set forth in a certain Agreement for the Purchase of Real Estate between Grantor and Grantee dated February 28, 1995, as amended by First Amendment to Agreement for the Purchase of Real Estate dated May 31, 1995 (as so amended, the "Agreement"), Grantee acknowledges and hereby assumes all risk that physical or Environmental Conditions of the Property, including (but not limited to) Environmental Conditions and Regulated Substances existing, contingent or potential, may not have been disclosed by Grantee's review, examination, inspection and investigation of the Property. Except to the extent of any breach by Grantor of its specific environmental representations set forth in the Agreement, Grantee for itself and its successors, successors-in-title, assigns, lessees and any person or entity which at any time acquires any property interest or right (equitable, beneficial, direct or otherwise) in or with respect to all or any portion of the Property ("Grantee et al.") waives and releases any and all contractual, statutory, common law and/or other claims or causes of action presently existing or which may come into being at any time in the future which they or any of them may otherwise be entitled to assert against Grantor, its present, prior or subsequent shareholders, affiliates, direct and ultimate parents and subsidiaries, transferees, lessees, partners and joint venturers, assigns and the past, present and future officers, directors, shareholders, employees, representatives and agents of it or any of them ("Grantor et al.") arising in whole or in part out of, or relating in any way to, the

past or present condition or liabilities, including (but not limited to) the Environmental Condition or liabilities, of the Property or Regulated Substances on, in, under, at or emanating from the Property and discharges and covenants not to sue Grantor et al. respecting any of same.

(ii) Grantee's agreements set forth in this paragraph shall constitute covenants running with the land and shall be binding upon and shall inure to the benefit of the Grantor and Grantee and their subsidiaries, affiliates, legal representatives, heirs, successors and assigns, as applicable (and including Grantee et al. and Grantor et al. as aforesaid).

(iii) For the purposes of this Deed, (i) "Release" or "Released" shall mean releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping, regardless of whether the result of an intentional or unintentional act or omission, (ii) "Regulated Substances" shall mean, without limitation, any pollutant, dangerous substance, toxic substance, hazardous or non-hazardous waste, hazardous material, hazardous substance or contaminant as defined in or regulated pursuant to any Environmental Law, (iii) "Environmental Law" shall mean any and all laws, statutes, ordinances, rules, regulations, orders, or determinations of any governmental or other agency in effect or which hereinafter become effective pertaining to health and safety or the environment, including (without limitation) the Clean Air Act, the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Water Pollution Control Act, the Safe Drinking Water Act, the Occupational Safety and Health Act, the Toxic Substances Control Act (TSCA), all as amended, and any and all state and local counterparts and (iv) "Environmental Condition" shall mean any condition with respect to subsurface soil, ambient air, surface waters, groundwaters, leachate, run-on or run-off, stream or other sediments and similar environmental medium on or off the Property, which condition could require investigation and/or remedial or corrective action and/or compliance with permit requirements, standards, rules, regulations, ordinances and consent orders and/or may result in claims, demands or liabilities against Grantee by third parties, including (without limitation) governmental entities.

This Deed may be executed in multiple counterparts, each of which shall be deemed an original and all of which collectively shall constitute one instrument.

IN WITNESS WHEREOF, Grantor and Grantee have caused the within Deed to be executed and delivered by their duly authorized corporate officers, and their corporate seals to be affixed, all as of the day, month and year first above written.

GRANTOR:

LAROCHE INDUSTRIES INC., a Delaware corporation

By: _____
Harvey R. Linder,
Vice President and General Counsel

(CORPORATE SEAL)

GRANTEE:

LONE STAR INDUSTRIES, INC., a Delaware corporation

By: _____
Name:
Title:

(CORPORATE SEAL)

This Deed may be executed in multiple counterparts, each of which shall be deemed an original and all of which collectively shall constitute one instrument.

IN WITNESS WHEREOF, Grantor and Grantee have caused the within Deed to be executed and delivered by their duly authorized corporate officers, and their corporate seals to be affixed, all as of the day, month and year first above written.

GRANTOR:

LAROCHE INDUSTRIES INC., a Delaware corporation

By: _____
Harvey R. Linder,
Vice President and General Counsel

(CORPORATE SEAL)

GRANTEE:

LONE STAR INDUSTRIES, INC., a Delaware corporation

By: Roger J. Campbell
Name: Roger J. Campbell
Title: Vice President, Cement Operations

(CORPORATE SEAL)

STATE OF Georgia

COUNTY OF Fulton

The actual consideration or value, whichever is greater, for this transfer is $700,000.00.

Affiant: HARVEY R. LINDER

Sworn and subscribed to before me
this 19th day of July, 1995.

E. Susan Head

Notary Public

My Commission Expires:

Notary Public, DeKalb County, Georgia
My Commission Expires April 26, 1998

[NOTARIAL SEAL]

BOOK 9736PG127

ACKNOWLEDGMENT

STATE OF GEORGIA
COUNTY OF FULTON

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Harvey R. Linder, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President and General Counsel of LAROCHE INDUSTRIES INC., a Delaware corporation, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as Vice President and General Counsel.

WITNESS my hand and seal this 19th day of July, 1995.

E. Greer Heard
Notary Public

My Commission Expires:

Notary Public, DeKalb County, Georgia
My Commission Expires April 28, 1998

[NOTARIAL SEAL]

STATE OF INDIANA
COUNTY OF MARION

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Roger J. Campbell, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President, Cement Operations of LONE STAR INDUSTRIES INC., a Delaware corporation, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as Vice President, Cement Operations.

WITNESS my hand and seal this 19th day of July, 1995.

Debra L. Grady
Notary Public

My Commission Expires:

03/20/99

[NOTARIAL SEAL]

NOTARY PUBLIC SEAL INDIANA

EXHIBIT "A"

Legal Description

Land in the First Civil District of Nashville, Davidson County, Tennessee, being Lot No. 2 and Lot No. 3 on the Plan of LaRoche Industrial Park of record in Book 7900, Page 128, in the Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description of said Lots.

Being part of the same property conveyed to LaRoche Industries Inc. by deed from United States Steel Corporation of record in Book 6866, Page 493, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

1. Taxes for the year 1995 and subsequent years, liens not yet due and payable.

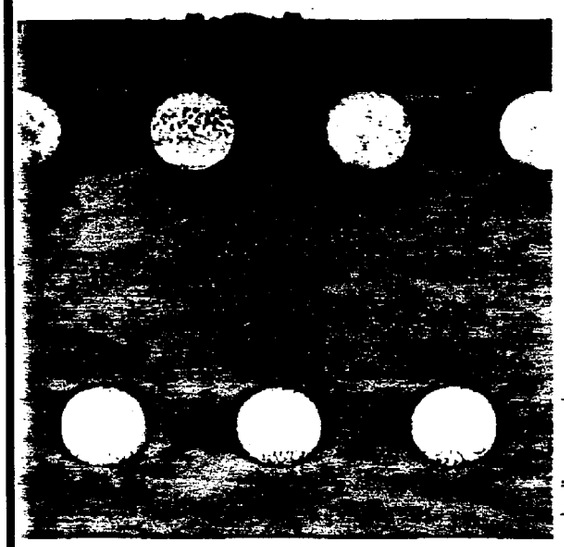
2. Easement vested in the Electric Power Board of the City of Nashville, by decree entered in Minute Book 38, Page 244, Third Circuit Court for Davidson County, Tennessee.

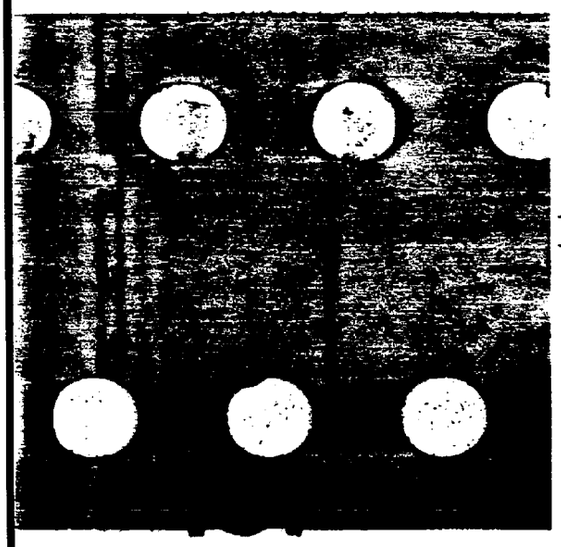
3. Flowage easement granted United States of America by Armour and Company in connection with operation of Cheatham Lock and Dam Project (Tract K-1123-E) by deed of record in Book 2284, Page 599, Register's Office for Davidson County, Tennessee.

4. Rights of the public, if any, in and to the Cumberland River, together with all right, title and interest to any accretion along said Cumberland River.

5. Water line easement created by instrument recorded at Book 7145, Page 557, Register's Office for Davidson County, Tennessee.

6. All matters shown on Subdivision Plat for LaRoche Industrial Park dated August 17, 1989, prepared by Barge, Waggoner, Sumner & Cannon, Inc. and recorded at Book 7900, Page 128, aforesaid records (the "Plat"), including (without limitation) rail crossing, telephone line and pole, water line easement, anchor easements, 15' wide overhang easement, flowage easement, witness line, and electric easement, power line and transmission tower shown thereon.





OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9736 PG 131

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

	AMT
	700000.00
CON TX	2590.00
PRFEE	1.00
[illegible]	40.00
TOTAL	2631.00
CHECK	2631.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

07/20/95 01 16:12 0001 3033

0080770
IDENTIF. & REFERENCE

95 JUL 20 PM 4:11

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 932120