~~FILED~~

BOOK 8299 PAGE 904

WARRANTY DEED

FROM: Eakin & Smith, L.P., Grantor

TO: Johnston Concrete Products Company, Inc., Grantee

This instrument was prepared by:
Lea W. Stouffer
Farris, Warfield & Kanaday
Seventeenth Floor
Third National Bank Building
Nashville, Tennessee 37219

Address New Owner(s) as Follows:	Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes	Map-Parcel Numbers
Johnston Concrete Products Company, Inc. Twenty-One Office Plaza Building Third Floor Birmingham, AL 35205 Attn: C. R. Dudley, Jr.	SAME	134-0-249
		Field Book Numbers
		05DU 16068

STATE OF Alabama)
COUNTY OF Jefferson)

The actual consideration or value, whichever is greater, for this transfer is One Million Nine Hundred Sixty-Seven Thousand and No/100 Dollars ($1,967,000.00).

Affiant

SUBSCRIBED AND SWORN TO before me, this the 23rd day of February, 1991.

Notary Public

My Commission Expires: _____

FOR AND IN CONSIDERATION OF the sum of One Million Nine Hundred Sixty-Seven Thousand and No/100 Dollars ($1,967,000.00), the receipt and sufficiency of which are hereby acknowledged, EAKIN & SMITH, L.P., a Tennessee limited partnership, Grantor, has bargained and sold, and by these presents does transfer and convey unto the said JOHNSTON CONCRETE PRODUCTS COMPANY, INC., an Alabama corporation, Grantee, its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

> Being a parcel of land in the First Civil District, Nashville, Davidson County, Tennessee, located on the southerly side of Metroplex Drive, being Lot No. 1, as shown on the plan of Section Twelve, Metroplex, as of record in Book 6050, page 355, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

Beginning at a point in the southerly margin of Metroplex Drive, said point being S 87° 44' 00" E, 267 feet, more or less, from the centerline of Sorghum Branch, as measured along said southerly margin;

Thence, with said margin S 87° 44' 00" E, 239.50 feet, to a point;

Thence, leaving said margin with the westerly line of Lot No. 4 as shown on the plan of Section Five, Metroplex, as of record in Book 5190, page 776, said Register's Office, S 02° 16' 00" W, 399.81 feet, to a point in the northerly line of Lot No. 2 as shown on the plan of resubdivision Lot No. 2, Harding Place Park, as of record in Book 4660, page 7, said Register's Office;

Thence with said northerly line N 87° 44' 00" W, 239.50 feet, to a point;

Thence, leaving said northerly line with the easterly line of Lot No. 2 as shown on the aforementioned plan of Section Twelve, Metroplex, N 02° 16' 00" E, 399.81 feet, to the point of beginning.

Containing 95,754 square feet or 2.20 acres, more or less.

Being the same property conveyed to Eakin & Smith, L.P., a Tennessee limited partnership, by deed from EVSVS Associates, a Tennessee joint venture, of record in Book 7899, page 484, Register's Office for Davidson County, Tennessee.

This above description was taken from a survey prepared by Barge, Waggoner, Sumner and Cannon, William C. Cockrill, Tennessee License No. 1401, 162 Third Avenue North, Nashville, Tennessee 37201.

This is improved property, known as 445 Metroplex Drive, Nashville, Tennessee.

This conveyance is expressly made subject to the following:

1. 1991 real property taxes, a lien not yet due and payable, but which have been prorated and will be paid by Grantee.

2. Agreements for dedication of easement for sanitary sewers and for storm drainage of record in Book 4435, page 50, Register's Office for Davidson County, Tennessee, with reservation of privileges of free taps to sewer where necessary to serve the grantor's property.

3. Restrictive covenants contained in instrument of record in Book 5653, page 11, and Book 6171, page 692, said Register's Office.

4. All matters shown on the Plan of record in Book 6050, page 355, said Register's Office.

5. Easement for sanitary sewers and/or storm drainage of record in Book 6112, page 37, said Register's Office.

6. Channel and Flood of Sorghum Branch Creek.

7. All matters shown on the survey of William C. Cockrill of Barge, Waggoner, Sumner & Cannon dated March 8, 1990, last revised January 31, 1991, File No. 11485-01 and the surveyor's report dated January 31, 1991.

8. An unrecorded lease between Eakin & Smith, L.P. and Law Engineering, Inc. dated June 8, 1989, being assigned to Grantee by instrument of even date herewith.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, its successors and assigns, forever.

And Grantor does covenant with the said Grantee that Grantor is lawfully seized and possessed of said land in fee simple; has a good right to convey it, and the same is unencumbered and unrestricted except as to those matters set forth above to which this conveyance is expressly made subject.

And Grantor does further covenant and bind Grantor, its successors and assigns, to warrant and forever defend the title to the said land to the said Grantee, its successors and assigns against the lawful claims of all persons whomsoever except as to those matters set forth above to which this conveyance is expressly made subject.

IN WITNESS WHEREOF, the Grantor has executed this Deed this 26th day of February, 1991.

EAKIN & SMITH, L.P., a Tennessee limited partnership

By: Eakin & Smith, Inc., a Tennessee corporation, general partner

By: John W Eakin

Title: Pres.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Cathy H. Pruitt, a Notary Public of said County and State, personally appeared John W. Eakin, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President (or other officer authorized to execute the instrument) of EAKIN & SMITH, INC., the General Partner of EAKIN & SMITH, L.P., the within named bargainor, a limited partnership, and that he as such President executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by him self as President of EAKIN & SMITH, INC., the General Partner.

Witness my hand and seal, at Office in Nashville, this 26th day of February, 1991.

Cathy H. Pruitt
Notary Public

My Commission Expires: 3/27/93

NOTARY PUBLIC AT LARGE STATE OF TE

955595

IDENTIF. TREFERENCE.

FEB 27 2 16 PM '91

FELIX Z. W[illegible]
DAVIDSON COUNTY TN.

0060 02/27 0101 03CHECK 6504.10

3934E/02-12-91



OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 8299 PAGE 908

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

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL
				CAMT 1967000.00
				CON TX 6491.10
				PRFEE 1.00
				WDEED 12.00
				TOTAL 6504.10
				CHECK 6504.10
02/27/91	01			14:18 0001 0060

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

95595

IDENTIF. REFERENCE

FEB 27 2 16 PM '91

FELIX Z. WILSON II
DAVIDSON COUNTY TN.

No. 400303