41
H.A

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

THIS INSTRUMENT PREPARED BY:

HOLLINS & ASSOCIATES
401 Church Street, Suite 2720
Nashville, Tennessee 37219

The actual consideration for this transfer or value of property (whichever is greater) is $1,435,000.00. This is equal to or greater than the property would bring at a fair and voluntary sale.

Affiant

Davidson County DEEDWARR
Recvd: 10/03/00 09:37 4pgs
Fees:19.00 Taxes:5309.50
20001003-0097644

Sworn to and subscribed before me this 2 day of October, 2000.

Notary Public

My Commission Expires: My Commission Expires MAR. 29, 2003

ADDRESS NEW OWNER:
Southern Electrical Services, Inc.
445 Metroplex Drive
Nashville, TN 37211

SEND TAX BILL TO:
SAME

Map: 134-0
Parcel: 249

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named GRANTEE, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, JOHNSTON CONCRETE PRODUCTS, INC., a Nevada corporation, surviving entity from a merger with JOHNSTON CONCRETE PRODUCTS COMPANY, INC., an Alabama corporation, hereinafter the GRANTOR, has bargained and sold, and by these presents does transfer and convey unto SOUTHERN ELECTRICAL SERVICES, INC., a Tennessee corporation, hereinafter the GRANTEE, its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, more particularly described as follows:

SEE ATTACHED EXHIBIT A, WHICH IS INCORPORATED HEREIN BY THIS REFERENCE.

This is improved property known as 445 Metroplex Drive, Nashville, Tennessee 37211.

This conveyance is made subject to such limitations, restrictions and encumbrances of record as may affect the premises, including but not limited to the attached Exhibit B, which is incorporated herein by this reference.

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to said GRANTEE, its successors and assigns, forever; GRANTOR does further covenant with 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 except as otherwise herein set out; and it does further covenant and bind itself, its successors and representatives, 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.
Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS my hand this 2nd day of October, 2000.

GRANTOR:

JOHNSTON CONCRETE PRODUCTS, INC.,
A Nevada Corporation, Surviving Entity From A
Merger With Johnston Concrete Products
Company, Inc., An Alabama Corporation

By: C. R. Dudley
Its: President

STATE OF Alabama)
COUNTY OF Jefferson)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared C.R. Dudley, Jr., 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 President of JOHNSTON CONCRETE PRODUCTS, INC., the within named bargainor, a Nevada corporation, and that he as such President executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such President.

WITNESS MY HAND AND SEAL, at office in Birmingham, AL, this 2nd day of October, 2000.

Connie M Clemons
Notary Public

My Commission Expires: 10-27-2003

EXHIBIT A

Property Description

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 South 87 deg. 44 min. 00 sec. East 267 feet, more or less, from the centerline of Sorghum Branch, as measured along said southerly margin; thence, with said margin South 87 deg. 44 min. 00 sec. East 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, South 02 deg. 16 min. 00 sec. West 399.81 feet, to a concrete monument 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 North 87 deg. 44 min. 00 sec. West 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, North 02 deg. 16 min. 00 sec. East 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 Johnston Concrete Products Company, Inc., an Alabama Corporation by deed from Eakin & Smith, L.P., a Tennessee Limited partnership of record in Book 8299, page 904, 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, and from a survey prepared by Land Surveying Consultants, Inc., dated September 25, 2000, Job No. 20179.

EXHIBIT B
Permitted Exceptions

(1) City and/or County Taxes for the year 2000 and subsequent years for Map 134, Parcel 249.00: A lien, not yet due or payable.

If improvements are completed after January 1st of any year, the law requires supplemental assessment for the year in which improvements are completed as defined by statute. We assume no liability for taxes assessed by correction pursuant to the provisions of Tennessee Code Annotated, Section 67-5-603, et seq.

(2) Plan of record in Plat Book 6050, page 355, Register's Office for Davidson County, Tennessee.

(3) 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.

(4) Restrictive Covenants of record in Book 5653, page 11, Register's Office for Davidson County, Tennessee.

(5) Metroplex, Inc., Declaration of Restrictive Covenants of record in Book 6171, page 692, Register's Office for Davidson County, Tennessee.

(6) Easement for Sanitary Sewers and/or Storm Drainage of record in Book 6112, page 37, Register's Office for Davidson County, Tennessee.

(7) Title to that portion of the land lying below the ordinary low water mark of the Sorghum Creek.

(8) Easement for the flow of the waters of the Sorghum Creek and the rights of the public therein.

(9) Rights of upper and lower riparian owners to the flow of the waters of Sorghum Creek, free from diminution or pollution.

(10) Anchor Easement of record in Book 5200, page 309, Register's Office for Davidson County, Tennessee.