Address New Owner:	Send Tax Bills to:	Map-Parcel Numbers
Country Adventures of Nashville, Inc. 4016 Central Pike Nashville, TN 37076	Same	Map 97 Parcel 130

This instrument prepared by: Boult, Cummings, Conners & Berry, 222 Third Avenue, North, P.O. Box 198062, Nashville, TN 37219

WARRANTY DEED

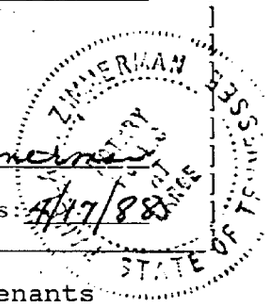
FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, Larchwood Associates, a partnership whose general partners are Cousins Properties of Tennessee, Inc., a Georgia corporation, and Larchwood GrundstucksGesellschaft MbH, a GmbH formed under the laws of the Federal Republic of Germany (the "Grantor"), has bargained and sold, and by these presents does hereby transfer and convey unto the said Country Adventures of Nashville, Inc. (the "Grantee"), its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described in Exhibit A which is attached hereto and incorporated herein by reference (the "Property").

STATE OF TENNESSEE
COUNTY OF DAVIDSON
The actual consideration or value, whichever is greater, for this transfer is $738,000.00.

Affiant

Subscribed and sworn to before me this 9th day of May, 1985.

Notary Public
My Commission Expires: 4/17/85



This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the following:

1. Real estate taxes for the current year which have been prorated between the parties.

2. Subject tract has no right of egress or ingress to a controlled access highway which runs along the

easterly boundary of said tract (except for the section of Stewart's Ferry Pike beginning at Bell Road and ending at station 70+50 on said Pike according to Instrument of record in Book 5505, page 52, said Register's Office).

3. The survey of the premises made by Barge, Waggoner, Sumner & Cannon, September 7, 1984, revised January 24, 1985, File no. 5432-11, shows a drainage ditch across the eastern portion of property and a 20-foot sewer easement across the extreme westerly corner of subject tract.

4. Restrictions set forth in Exhibit B hereto which shall be covenants running with the land for the entire term of the same.

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, its successors and assigns, 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 set forth hereinabove.

And Grantor does further covenant and bind itself 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 whomsoever.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed this 9th day of May, 1985.

LARCHWOOD ASSOCIATES, a partnership acting by and through its general partner, Cousins Properties of Tennessee, Inc.

By: Cousins Properties of Tennessee, Inc.

By: _____

Title: SENIOR VICE PRESIDENT

BOOK 6553 PAGE 355

STATE OF Georgia

COUNTY OF Fulton

Before me, Karen K. Lee, a Notary Public for the State and County aforesaid, personally appeared Robert P. Hunter Jr. with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Senior Vice President of Cousins Properties of Tennessee, Inc., a corporation, the general partner in Larchwood Associates, the bargainor, a general partnership, and that he, as such Senior Vice President being authorized so do to, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation acting on behalf of Larchwood Associates by himself as Senior Vice President.

WITNESS my hand and official seal at Atlanta, Ga., this 9th day of May, 1985.

Karen K. Lee
Notary Public

My Commission Expires: Notary Public, Georgia, State at Large My Commission Expires July 31, 1987

NOTARY PUBLIC KAREN K. LEE

J0330

IDENTIF. REFERENCE

MAY 10 8 59 AM '85

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TN

RECEIVED

EXHIBIT A

A parcel of land in the 2nd, formerly the 3rd, Civil District, Nashville, Davidson County, Tennessee, located southeast of Interstate 40, north of Elm Hill Pike and west of Percy Priest Lake, more particularly described according to a survey made by Barge, Waggoner, Sumner & Cannon, Engineers, dated September 7, 1984, revised January 24, 1985, File No. 5432-11, as follows:

Beginning at a concrete monument in the southerly margin of Blackwood Drive, being the northeast corner of Lot 136, Larchwood Subdivision, Section 2, as recorded in Book 5200, page 207, R.O.D.C., Tennessee;

Thence, in a northeasterly direction with a curve to the right having a central angle of 16°27'30", a radius of 600.00 feet, a chord bearing N 49°44'34" E, 171.76 feet, and a curve length of 172.35 feet to a concrete monument;

Thence, with a curve to the left having a central angle of 06°49'30", a radius of 1,000.00 feet, a chord bearing N 54°33'34" E, 119.05 feet and a curve length of 119.12 feet to a concrete monument;

Thence, continuing with Blackwood Drive, N 51°08'49" E, 484.02 feet to a concrete monument;

Thence, with a curve to the right having a central angle of 36°45', a radius of 650.00 feet, chord bearing N 69°31'19" E, 409.81 feet and a curve length of 416.92 feet to a concrete monument;

Thence, N 87°53'49" E, 37.03 feet to a concrete monument;

Thence, with a curve to the right having a central angle of 96°42'38", a radius of 25.00 feet, and a curve length of 42.20 feet to a concrete monument in the westerly margin of Pleasant Hill Road;

Thence, with said Road, with a curve to the right having a central angle of 03°51'17", a radius of 1,070.86 feet, a chord bearing S 06°32'06" W, 72.03 feet and a curve length of 72.04 feet to a concrete monument;

Thence, continuing with said Road, S 08°27'44" W, 765.00 feet to a concrete monument in the north line of the United States of America;

Thence, with said USA property, N 76° 01'00" W, 417.29 feet to a concrete monument;

Thence, S 14°07'54" W, 133.31 feet to a concrete monument, being the northeasterly corner of Larchwood Subdivision, Section 2, and a corner of Lot 115 of said Subdivision;

Thence, with said Subdivision, N 66°37'22" W, 423.76 feet to a concrete monument;

Thence, N 50°10'51" W, 136.08 feet to the point of beginning.

Containing 12.30 acres, more or less.

Being part of the same property conveyed to Larchwood Associates, a Partnership composed of Cousins Properties of Tennessee, Inc., a Georgia Corporation, and Larchwood GrundstucksGesellschaft mbH, a GMbH formed under the laws of the Federal Republic of Germany, by Warranty Deed from Cousins Properties of Tennessee, Inc. of record in Book 5625, page 321, Register's Office for Davidson County, Tennessee.

EXHIBIT B

The Property is sold and conveyed subject to the following covenants and restrictions, which are hereby agreed to and declared to be and constitute covenants running with the land, binding upon the Grantees, their heirs and assigns, for a period of twenty-five (25) years from and after even date herewith, to wit:

1. The construction and design of all buildings and structures shall be of such kind and quality as to be in keeping with present-day construction methods in the Nashville area. No temporary buildings shall be permitted.

In addition, all buildings or other structures erected upon the Property shall be of a design, and height, satisfactory to the Grantor. For this purpose, the Grantees, their heirs or assigns, shall, prior to the commencement of construction, submit to the Grantor architectural plans for all buildings to be constructed, a site plan showing the location of the same, and complete details for the grading, drainage, paving, and exterior lighting. All such plans, including specifications and working drawings, shall be approved in writing by the Grantor prior to the commencement of construction or any other development of improvements upon the Property. All electrical wiring shall be placed underground.

2. Grantee shall cause to be prepared, by a professional landscaping architect, a detailed landscaping plan for the landscaping of the Property, which plan shall be submitted to the Grantor for its approval in writing, and upon such approval such plan shall be carried out in detail. The Grantees shall maintain the exterior of the Property and all landscaping at all times in a good, orderly, and neat condition.

3. All exterior signs shall be subject to the approval of the Grantor. All signs shall be located on the face of the buildings, except that one freestanding sign shall be permitted, if otherwise allowed by law. No other sign, billboard, or exterior form of advertisement shall be permitted.

4. No storage of scrap metal, refuse, garbage, building materials, or other like matter shall be permitted. No incinerators shall be kept, used, or maintained on any portion of the Property. Trash, garbage, etc. shall be kept in closed containers and shall be removed from the Property at regular intervals to prevent any unnecessary accumulation thereof.

5. Adequate off-street parking shall be provided on the Property for the employees, customers, and invitees of the Grantees, as required by the off-street parking ordinances of the local government of Nashville Metropolitan Government and Davidson County, Tennessee, all in accordance with a parking plan to be submitted to the Grantor and approved by it in writing.

6. Water towers, storage tanks, processing equipment, cooling towers, vents, hoods, transformers, trash containers, loading docks and other loading and unloading facilities and any other like equipment and structures shall be fully screened by an opaque material compatible with the major material on the exterior of the building and hidden from the view of other lots.

7. The invalidation of any one of these covenants by judgment of any court of competent jurisdiction shall in no wise affect any of the other covenants, which shall remain in full force and effect for the remainder of the term hereof.

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

RECEIVED OF _____

FOR _____

BOOK 6553 PAGE 358

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

738000.00- CAMT.
1918.00 CSTAX
.50 PRFEE
15.00 WDEED
CHECK 1934.30-
6337A05/10/85 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

J.O. 3.3.3.0.

IDENTIF. REFERENCE

MAR 10 8 35 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 133051