BOOK 7036 PAGE 961

This instrument prepared by:
Thomas C. Scott
Tune, Entrekin & White
21st Floor, First American Center
Nashville, Tennessee 37238

BOOK 626 PAGE 409

620087

IDENTIFICATION REFERENCE

Nov 11 11 05 AM '86

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $6,250,000.00.

Thomas C. Scott
Affiant

Subscribed and sworn to before me this 10th day of November, 1986.

Elizabeth A. Clark
Notary Public

My commission expires: My Commission Expires March 13, 1989

ELIZABETH A. CLARK NOTARY PUBLIC DAVIDSON COUNTY

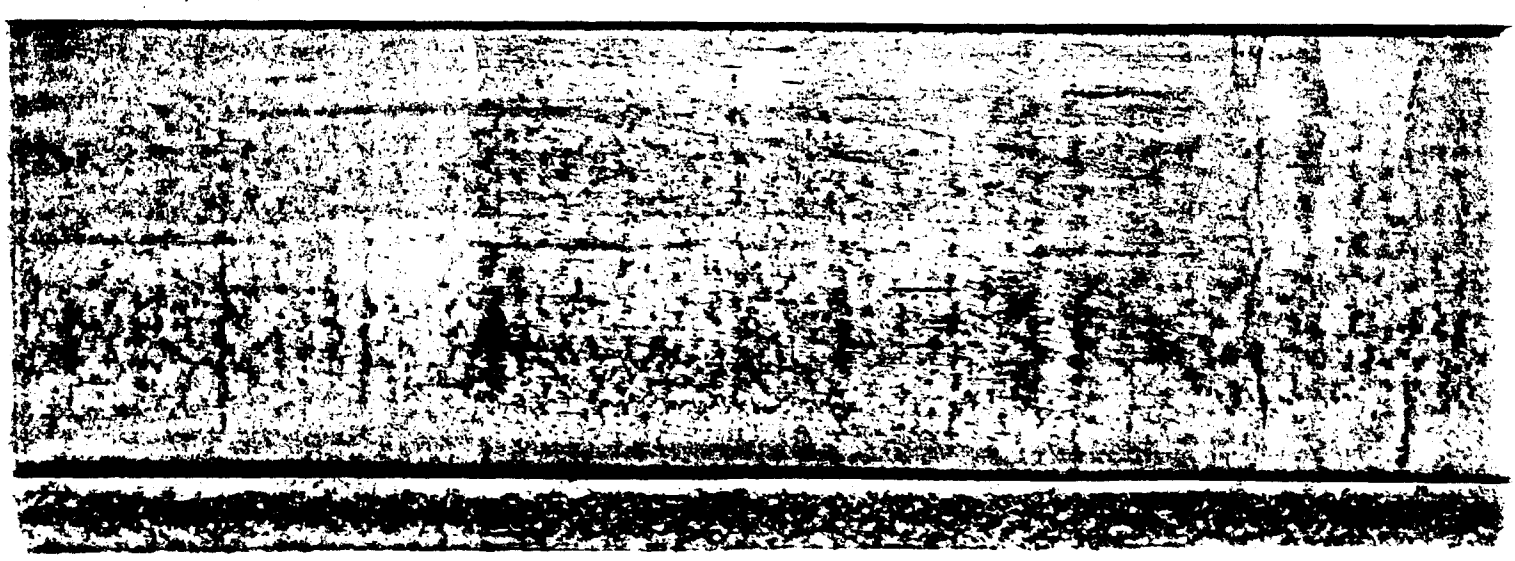
SPECIAL WARRANTY DEED

Address New Owner:	**Send Tax Bills To:**	**Map and Parcel No.:**
Horseshoe Bend Limited c/o Webber Properties, Inc. 4535 Harding Road, Suite 110 Nashville, Tennessee 37205	Horseshoe Bend Limited c/o Webber Properties, Inc. 4535 Harding Road, Suite 110 Nashville, Tennessee 37205	Map 6 Parcels 2200A and 3100A

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 consideration, the receipt of which is hereby acknowledged, **DEVONMEADE ASSOCIATES,** a Tennessee partnership (the "Grantor"), has bargained and sold, and by these presents does transfer and convey unto **HORSESHOE BEND LIMITED,** a Tennessee limited partnership (the "Grantee"), its successors and assigns, certain tracts or parcels of land in Davidson and Williamson Counties, Tennessee, more fully described in Exhibit "A" attached hereto.

This conveyance is subject to the the matters set forth in Exhibit "B" attached hereto.

This is unimproved property in Davidson and Williamson Counties, Tennessee.



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

And, except as hereinafter set forth, the Grantor does covenant with the said Grantee that it 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 in Exhibit "B".

And, except as hereinafter set forth, the Grantor does further covenant and bind itself, 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 claiming by, through or under the Grantor, but not further.

Any real estate described in Exhibit "A" which is in excess of the real estate conveyed to the Grantor by quitclaim deed of record in Book 584, Page 919, Register's Office for Williamson County, Tennessee, is hereby conveyed to the Grantee without covenants or warranties.

WITNESS our hands this the 10th day of November, 1986.

DEVONMEADE ASSOCIATES, a Tennessee Partnership

BY: DEVONMEADE RCM, LTD., General Partner

BY: RCM Interests, General Partner

By: Robert C. H. Mathews, Jr. Gen. Partner
Robert C. H. Mathews, Jr., General Partner

BY: TENNSOUTH PROPERTIES, LTD., General Partner

BY: Rogers Hardwick Properties, Ltd., General Partner

By: James W. Hardwick
James W. Hardwick, General Partner

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Robert C. H. Mathews, 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 General Partner of RCM Interests, a Tennessee limited partnership, the General Partner of Devonmeade RCM, Ltd., a Tennessee limited partnership, General Partner of **DEVONMEADE ASSOCIATES,** a Tennessee partnership, the within named bargainor, and who acknowledged that he as such General Partner of RCM Interests executed the foregoing instrument for the purpose therein contained by signing the name of **DEVONMEADE ASSOCIATES** by himself as General Partner of RCM Interests, General Partner of Devonmeade RCM, Ltd., its General Partner.

WITNESS my hand and seal at Nashville, Tennessee, this 10th day of ~~October~~ November, 1986.

Elizabeth A. Clark
NOTARY PUBLIC

My commission expires:
My Commission Expires May 13, 1989

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Robert C. H. Mathews, 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 General Partner of RCM Interests, a Tennessee limited partnership, the General Partner of **DEVONMEADE RCM, LTD.,** a Tennessee limited partnership, the within named bargainor, and who acknowledged that he as such General Partner of RCM Interests executed the foregoing instrument for the purpose therein contained by signing the name of **DEVONMEADE RCM, LTD.** by himself as General Partner of RCM Interests, its General Partner.

WITNESS my hand and seal at Nashville, Tennessee, this 10th day of ~~October~~ November, 1986.

Elizabeth A. Clark
NOTARY PUBLIC

My commission expires:
My Commission Expires May 13, 1989

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared James W. Hardwick, 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 General Partner of Rogers Hardwick Properties, Ltd., a Tennessee limited partnership, the General Partner of Tennsouth Properties, Ltd., a Tennessee limited partnership, General Partner of **DEVONMEADE ASSOCIATES,** a Tennessee partnership, the within named bargainor, and who acknowledged that he as such General Partner of Rogers Hardwick Properties, Ltd. executed the foregoing instrument for the purpose therein contained by signing the name of **DEVONMEADE ASSOCIATES** by himself as General Partner of Rogers Hardwick Properties, Ltd., General Partner of Tennsouth Properties, Ltd., its General Partner.

WITNESS my hand and seal at Nashville, Tennessee, this 10th day of ~~October~~ November, 1986.

Elizabeth A. Clark
NOTARY PUBLIC

My commission expires:
My Commission Expires May 13, 1989

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared James W. Hardwick, 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 General Partner of Rogers Hardwick Properties, Ltd., a Tennessee limited partnership, the General Partner of **TENNSOUTH PROPERTIES, LTD.,** a Tennessee limited partnership, the within named bargainor, and who acknowledged that he as such General Partner of Rogers Hardwick Properties, Ltd. executed the foregoing instrument for the purpose therein contained by signing the name of **TENNSOUTH PROPERTIES, LTD.** by himself as General Partner of Rogers Hardwick Properties, Ltd., its General Partner.

WITNESS my hand and seal at Nashville, Tennessee, this 10th day of ~~October~~ November, 1986.

Elizabeth A. Clark
NOTARY PUBLIC

My commission expires:
My Commission Expires May 13, 1989

EXHIBIT A

PROPERTY DESCRIPTION

BEGINNING at an existing monument in the West margin of Vaughn Road, The North East corner of Steeple Chase Farms subdivision (Ref: Plat Book 3, Page 26 R.O.W.C., Tennessee); Thence, along the North line of said subdivision N 87 degrees 17' 56" W 2159.28 feet to an existing concrete monument, the North east corner of the Third National Bank, Trustee Property (Ref: DB 364, Pg. 63, R.O.W.C., TN); thence, along said bank's North line N 88 degrees 11' 22" W 970.96 feet to an existing iron pin, John Jerrys' North east corner (Ref: DB 173, Pg. 457 R.O.W.C., TN); thence, along the said Jerrys' North and West line on the following calls:

N 82 degrees 39' 27" W 169.79' to a fence post
N 44 degrees 53' 26" W 239.69' to an existing iron pin and fence post
N 69 degrees 36' 27" W 167.21' to an existing iron pin and fence post
N 80 degrees 30' 37" W 327.52' to an existing iron pin and fence post
N 84 degrees 43' 40" W 437.57' to a 24" Hackberry
S 3 degrees 05' 26" 346.33' to an existing iron pin
S 24 degrees 48' 47" E 225.94' to a point
S 24 degrees 24' 54" E 171.14' to an existing iron pin
S 58 degrees 08' 10" E 189.44' to a point
S 73 degrees 55' 46" E 106.60' to an existing iron pin and fence corner
S 24 degrees 04' 21" W 1013.00' to the center line of the Big Harpeth River; thence, along the said Big Harpeth River on the following calls:

N 40 degrees 14' 45" W 372.15', N 32 degrees 02' 11" W 354.21',
N 31 degrees 57' 59" W 307.91', N 51 degrees 40' 55" W 278.36',
N 75 degrees 03' 00" W 276.32', S 76 degrees 21' 48" W 319.07',
S 72 degrees 45' 19" W 396.30', S 63 degrees 09' 55" W 173.90',
S 52 degrees 21' 46" W 211.92', S 37 degrees 58' 35" W 304.60',
S 28 degrees 35' 59" W 298.79', S 29 degrees 09' 09" W 336.32',
S 29 degrees 49' 16" W 292.28', S 35 degrees 35' 41" W 271.37',
S 34 degrees 54' 42" W 522.06', S 38 degrees 07' 21" W 259.43',
S 64 degrees 48' 42" W 266.28', S 85 degrees 29' 30" W 168.66'.
N 80 degrees 54' 41" W 219.17', N 62 degrees 07' 52" W 166.06',
N 69 degrees 03' 27" W 327.51', N 71 degrees 16' 42" W 272.50',
N 58 degrees 18' 26" W 241.06', N 46 degrees 33' 46" W 169.08',
N 34 degrees 08' 14" W 278.66', N 30 degrees 55' 28" W 576.41',
N 9 degrees 39' 41" W 231.64', N 5 degrees 33' 56" W 357.40'.
N 7 degrees 45' 42" E 605.87', N 19 degrees 40' 06" E 584.50',
N 32 degrees 23' 16" E 257.29', N 39 degrees 55' 48" E 273.67',
N 40 degrees 24' 57" E 377.59', N 44 degrees 29' 39" E 361.25',
N 57 degrees 01' 41" E 302.88', N 73 degrees 13' 41" E 874.95',
N 36 degrees 47' 03" E 133.60', N 35 degrees 28' 07" E 482.54',
to the intersection of the Little Harpeth River to the Big Harpeth River and following along the South bank of the Little Harpeth River on the following calls:

thence S 33 degrees 54' 28" E 70.88' and existing iron pin S 52 degrees 02' 46" E 193.02' to an existing iron pin; S 84 degrees 21' 23" E 170.77', N 61 degrees 27' 29" E 262.00', N 77 degrees 42' 16" E 320.14', N 70 degrees 48' 49" E 324.75', S 88 degrees 05' 34" E 305.30', N 67 degrees 22' 23" E 389.16', N 2 degrees 37' 24" E 283.57', N 43 degrees 45' 10" E 53.17', S 84 degrees 16' 23" E 47.16', S 63 degrees 48' 54" E 158.66', S 54 degrees 39' 30" E 274.49', S 22 degrees 54' 30" E 235.98', S 30 degrees 50' 38" E 186.98', S 72 degrees 53' 53" W 56.23', S 27 degrees 57' 12" E 273.80', S 35 degrees 56' 16" E 173.91', S 56 degrees 04' 29" E 106.69' to an iron pin in the center line of an old road bed; thence N 31 degrees 00' 35" E 39.38' to the center of the Little Harpeth River; thence, along the said center line on the following calls:

S 77 degrees 49' 03" E 173.62', S 85 degrees 34' 59" E 136.20',
S 68 degrees 05' 50" E 86.65', S 72 degrees 41' 15" E 267.75',
S 89 degrees 32' 30" E 78.16', N 63 degrees 29' 53" E 155.78';
thence, leaving said Little Harpeth River, S 67 degrees 50' 45" E 56.87' to an existing iron pin; thence, crossing a bend in the Little Harpeth River S 84 degrees 25' 40" E 546.04' to an existing iron pin; thence S 81 degrees 18' 44" E 1673.80' to a point in the center line of the Little Harpeth River; thence, along the center of said river on the following calls:

S 28 degrees 26' 32" E 373.19', S 67 degrees 05' 36" E 98.96',
N 74 degrees 56' 33" E 137.00', N 48 degrees 14' 08" E 60.79',
N 28 degrees 54' 53" E 171.25', N 54 degrees 57' 50" E 58.92',
N 84 degrees 11' 56" E 130.46', N 54 degrees 36' 27" E 253.94',
S 56 degrees 59' 14" E 159.28', N 59 degrees 46' 01" E 210.11',
S 85 degrees 11' 11" E 87.84', S 54 degrees 20' 30" E 251.85' to a point in the West margin of Vaughn Road; thence, along the said West margin, along a curve to the left delta = 24 degrees 10' 43", radius = 1462.39 feet, a distance of 617.12 feet to an existing iron pin and concrete monument; thence, S 0 degrees 43' 17" E 744.36 feet to the beginning, containing 556.85 acres more or less.

Being the same property conveyed to Devonmeade Associates from RCM Realty, Inc. by Quitclaim Deed of record in Book 584, page 919, Register's Office for Williamson County, Tennessee and being the same property conveyed to Horseshoe Bend Limited of record in Book _____, page _____, Register's Office for Davidson County, Tennessee and Book _____, page _____, Register's Office for Williamson County, Tennessee.

EXHIBIT "B"

1. Taxes for 1986, which have been prorated between the parties and are assumed by the Grantee.

2. Grant of transmission line easement to the United States of America, of record in Book 99, Page 421, Register's Office for Williamson County, Tennessee.

3. Agreement pertaining to abandonment of thirty (30) foot road and granting access easement, of record in Book 158, Page 270, Register's Office for Williamson County, Tennessee.

4. Easement for water line to Harpeth Utilities District of Davidson and Williamson Counties, Tennessee, as described in an unrecorded agreement dated September 24, 1985.

5. Condemnation of land for construction of relocated new Vaughn Road as found in Volume 7, Pages 527 and 528, of the Civil Minute Book of the Williamson County Circuit Court.

6. Two hundred fifty (250) foot wide TVA transmission line easement, of record in Deed Book 98, Page 571, and Deed Book 111, Page 535, Register's Office for Williamson County, Tennessee.

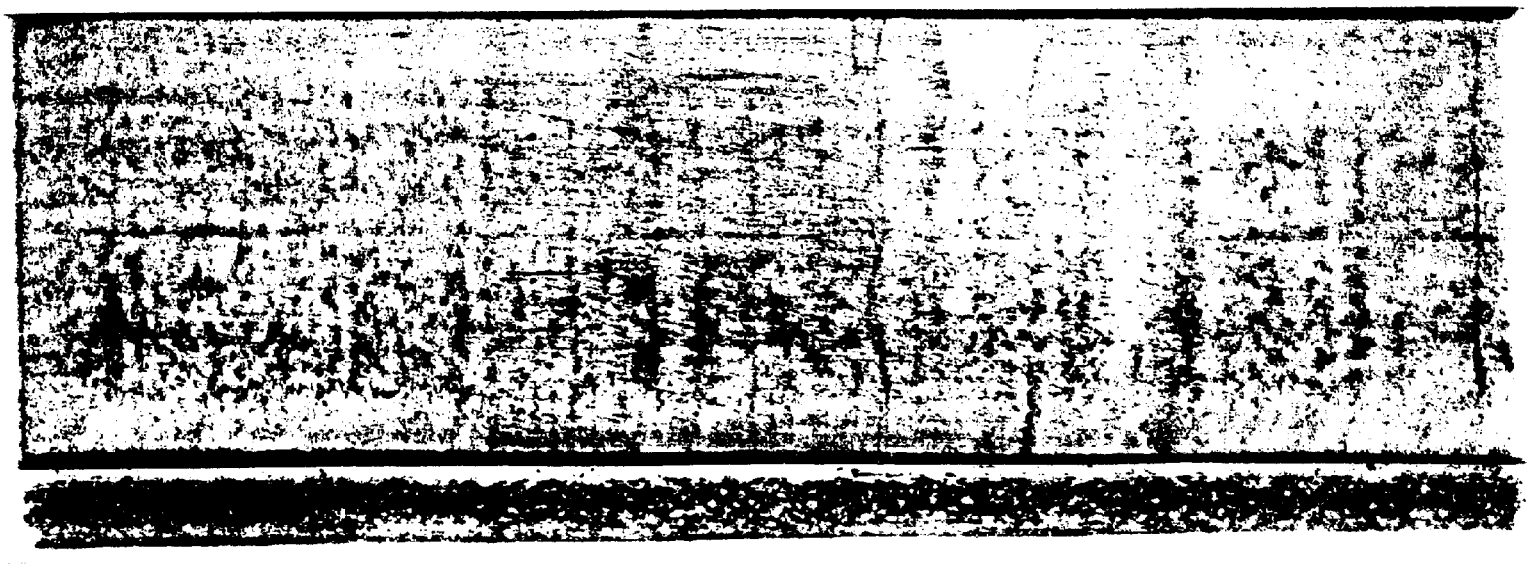
7. Agreement for Dedication of Easement for Water Lines granted to Harpeth Valley Utilities District of Davidson and Williamson Counties, Tennessee, of record in Book 5258, Page 252, Register's Office for Davidson County, Tennessee.

8. Title to that portion of the subject property described as one-half acre adjoining Tract II on the west and being north of the "Big Harpeth River" which according to the deed from Mary M. Sawyer, et al, to E. D. Hicks, Jr., of record in Deed Book 71, Page 414, Register's Office for Williamson County, Tennessee, was not included in the description of said property set apart to Skelt Sawyer by partition deed in Deed Book 35, Page 155, Register's Office for Williamson County, Tennessee. Said deed includes the following:

> "It is also understood and agreed that the Sawyer graveyard located on Lot No. 3 and containing one-half acre together with a right-of-way appurtenant thereto for purposes of sepulture is not conveyed, but that the Sawyer family reserve all their rights thereto."

Said one-half acre was quitclaimed to E. D. Hicks, Jr., in deed recorded in Deed Book 71, Page 414, Register's Office for Williamson County, Tennessee, but was not included in the deed from Hunter Giers Hicks to Sarah Hunter Hicks, of record in Deed Book 145, Page 510, Register's Office for Williamson County, Tennessee.

9. Declaration of Easement and Restrictions, of record in Book 583, Page 415, Register's Office for Williamson County, Tennessee.



10. Declaration of Protective Covenants, Conditions and Restrictions for Devonmeade, of record in Book 583, Page 894, and re-recorded in Book 584, Page 891, Register's Office for Williamson County, Tennessee.

11. Agreement between Devonmeade Associates, Alfred E. Abbey, John C. Fox and Catherine S. Fox, of record in Book 590, Page 760, Register's Office for Williamson County, Tennessee. Grantee hereby assumes the obligations of Devonmeade Associates as contained in said Agreement.

12. Matters shown on the survey of Thomas & Miller, dated November 3, 1986.

13. Two tenants in possession of houses under month-to-month leases.

14. Addendum to Declaration of Easements and Restrictions, of record in Book 625, Page 963, Register's Office for Williamson County, Tennessee.

Note Book 39 Page 317
Record Book 626 Page 409
State Tax 1500.00 Fee .50 Recording 30.00
Rec. No. 282 Total Pd. 1532.50

SADIE WADE
REGISTER OF DEEDS
WILLIAMSON COUNTY, TN.
1986 NOV 10 PM 4:04