(1)

WARRANTY DEED

STATE OF TENNESSEE
COUNTY OF WILLIAMSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $523,750.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 20th DAY OF November, 2001.

Notary Public

My Commission Expires: August 3, 2005
(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
SETTLEMENT SERVICES OF TENNESSEE, LLC, 121 FIRST AVE. SUITE 210, FRANKLIN, TENNESSEE 37064 (615) 591-1156

Address of New Owners As Follows:
Continental Dev. and Const. Inc.
P.O. Box 680116
Franklin, TN. 37068

Send Tax Bills To:
Same

Map Parcel No.
Part of Map126-16-A
Parcels 40, 42-44, 96, 119-126 143, and 144

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, We, **RIVERWALK DEVELOPMENT PARTNERS, INC., a Tennessee corporation**, hereinafter called Grantor have bargained and sold, and by these presents do transfer and convey unto **CONTINENTAL DEVELOPMENT AND CONSTRUCTION, INC.**, hereinafter called Grantee, their heirs and assigns, a certain tract or parcel of land in DAVIDSON COUNTY, STATE OF TENNESSEE, described as follows, to-wit.

Being Lot Numbers 40, 42, 43, 44, 96, 119, 120, 121, 122, 123, 124, 125, 126, 143, AND 124 on the Final Plat of Riverwalk, Phase 1-A, Section 1 and Phase 1-B, Section 1 of record as Instrument Number 20011026-0117231, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being a portion of the same property conveyed to Riverwalk Development Partners, Inc., by deed from Adelaide S. Robb, Johnie Mai Davis, and Adelaide S. Robb and Johnie Mai Davis as trustees under the Will of Hilda Ray Willard deceased of record as Instrument Number 20010425-0040967, Register's Office for Davidson County, Tennessee

This conveyance is made subject to:

Taxes for the year 2001 and subsequent years, a lien which are now due and payable.

Subject to all matters on the plan of Newsome Land of record in Plat Book 1, Page 25 and Plat Book 1, Page 121, Chancery Court of Davidson County, Tennessee.

Subject to all matters shown on the survey of Adelaide Robb and J. M. Davis Property, dated April 19, 2001, revised June 26, 2001, Job No. 01-103D, prepared by American Surveying Company, James M. Naive, RLS, Tennessee License No. 819.

Subject to all matters on the PUD Boundary Plat, Riverwalk Community, of record as Instrument Number 20011024-0115969, said Register's Office.

Subject to all matters on the Final Plat of Riverwalk, Phase 1-A, Section 1 and Phase 1-B, Section 1 of record as Instrument Number 20011026-0117231, said Register's Office.

Easements and rights granted to Nashville, Chattanooga, and St. Louis Railway as set forth in Book 513, page 396, said Register's Office.

Easements and rights granted Tennessee Electric Power Company as of record in Book 751, page 375 and Book 787, page 7, said Register's Office.

Easements and right-of-way taken by Tennessee Valley Authority as set forth in Declaration of Taking of record in Book 4205, page 194, said Register's Office and Judgment of record in Book 4226, page 715, said Register's Office.

Easements and right-of-way granted to Tennessee Valley Authority as set forth in Grant of Transmission Line Easement of record in Book 4257, page 647, said Register's Office.

Easement granted in Agreements for Dedication of Public Utilities Easements to Harpeth Valley Utilities District of record in Book 7526, Page 315, Book 7526, Page 315, Book 7526, Page 318, and in Book 7526, page 324, said Register's Office.

Subject to flow of the Harpeth River.

Any adverse claim based upon the assertion that some portion of said land is tide or submerged land, or has been created by artificial means or has accreted to such portion so created.

Davidson County DEEDWARR
Recvd: 12/07/01 15:16 2pgs
Fees:13.00 Taxes:1937.88
20011207-0135248

Rights, title and interest, if any, of the State of Tennessee in that part of the land, if any, extending beyond the mean high watermark of the Harpeth River.

The rights of upper and lower riparian owners to the free and unobstructed flow of the water of the Harpeth River without diminution or pollution and the consequence of any past or future change in the location of the Harpeth River.

Riparian rights incident to premises.

Rights of upper and lower riparian owners in and to the waters of the Harpeth River crossing or adjoining the property, and the natural flow thereof, free from diminution or pollution.

Navigable Waterway

Title to that portion of the property lying between high and low water marks of the bank of the Harpeth River, and rights of upper and lower riparian owners in and to said river are excepted herefrom.

Any enlargement or loss of land by reason of avulsion and revulsion of land and questions of ownership caused by subsequent rebuilding or reformation of land.

Rights of way for railroad, switch tracts, spur tracks, railway facilities and other related easements, if any, on and across the land.

Title to that portion of the premises embraced within the bounds of the railroad charter right-of way.

Easements and incidental rights in any portion of the land lying within any highways, roads, streets and other ways.

Easements and incidental rights in and along the northerly portion of the land reserved for the widening of Newsom Station Road.

Declaration of Road and Utilities Access Easements between Riverwalk Development Partners, Inc. and Adelaide S. Robb, Johnie Mai Davis, and Adelaide S. Robb and Johnie Mai Davis as Trustees Under the Will of Hilda Ray Willard, Deceased as of record in Instrument No. 20010706-0072536, said Register's Office.

Stormwater Detention Agreement of record as Instrument No. 20010919-0101279, said Register's Office.

Landscape Agreement of record as Instrument No. 20010919-0101280, said Register's Office.

Subject to rights of others in and to the common areas and or elements of Riverwalk.

All existing and recorded easements, rights of way and restrictions, all zoning regulations, building restrictions and setback lines, if any, and easements or right of ways for public utilities.

unimproved: (X)
This is improved: ( ) property, known as **Lots 40, 42, 43, 44, 96, 119, 120, 121, 122, 123, 124, 125, 126, 143, AND 144 , Riverwalk, Davidson County, Tn**

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all person whomsoever. Wherever 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 20TH. day of November, 2001.

Riverwalk Development Partners, Inc.

BY: _____
G. Allen Patton, It's President

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared G. Allen Patton;, 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 It's President of Riverwalk Development Partners, Inc., a corporation, the within named bargainors, and that he as such It's President of Riverwalk Development Partners, Inc., executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as It's President of Riverwalk Development Partners, Inc.

Witness my hand and official seal at Brentwood, Tennessee, this 20TH. day of November, 2001

_____
Notary Public

My commission expires: 8/5/02

NOTARY PUBLIC AT LARGE COUNTY
My Commission Expires AUG. 5, 2002