SPECIAL WARRANTY DEED

Davidson County DEEDWARR
Recvd: 05/10/02 14:57 2pgs
Fees:13.00 Taxes:294.15

20020510-0058075

BOX #14A
G#14201-2S

STATE OF TENNESSEE
COUNTY OF WILLIAMSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 79,500.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 9th DAY OF May, 2002

Notary Public

My Commission Expires: 10/2/05
(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:
Turnberry Homes, L.L.C.
210 Jamestown Park Drive # 102
Brentwood, TN 37027

Send Tax Bills To:
SAME

Map Parcel No.
~~Map 126 Parcel 67 & Map 126 Parcel 68~~
MAP 126-16-0-A
PARCELS 058.00co & 067.00co

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.**, hereinafter called Grantor have bargained and sold, and by these presents do transfer and convey unto **TURNBERRY HOMES, L.L.C.**, a Tennessee limited liability company, 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.

Land in Davidson County, Tennessee, being Lots 58 and 67 on the final Plat of Riverwalk, Phase 1-A, Section 1 and Phase 1-B, Section 1 of record in 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 part 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 Mae Davis, as trustees under the will of Hilda Ray Willard, deceased of record as Instrument No. 20010425-0040967, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

Taxes for the year 2002 and subsequent years, a lien which are now due and payable.

All matters of record in Instrument No. 20011026-0117231, Register's Office for Davidson County, Tennessee.

Subject to matters on plan of Newsome Lane 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 PUD Boundary Plat, Riverwalk Community of record in Instrument No. 20011024-0115969, Register's Office for Davidson County, Tennessee.

Easement granted to Nashville Chattanooga and St. Louis Railway set forth in Book 513, page 396, Register's Office for Davidson County, Tennessee.

Easement granted to Tennessee Electric Power Company of record in Book 751, page 375 and Book 787, page 7, Register's Office for Davidson County, Tennessee.

Easement and right of way by Tennessee Valley Authority set forth in Book 4205, page 194 and Judgment of record in Book 4226, page 715, Register's Office for Davidson County, Tennessee.

Easement and right of way granted to Tennessee Valley Authority for transmission line of record in Book 4257, page 647, Register's Office for Davidson County, Tennessee.

Easement for public utilities of record in Book 7526, page 315, Book 7526, page 318 and Book 7526, page 324, Register's Office for Davidson County, Tennessee.

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 portions so created.

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

Rights of upper and lower riparian owners to the free and unobstructed flow of 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.

Reparian 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 nature flow thereof, free from diminution of pollution.

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.

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

Subject to title to that portion of the premises embraced within the bounds of the railroad charter right of way.

Easement and incidental rights in any portion of land lying within any highways, road, streets or other ways.

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

Subject to road and utility easement of record in Instrument No. 20010706-0072536, Register's Office for Davidson County, Tennessee.

Storm water detention agreement of record as Instrument No. 20010919-0101279, Register's Office for Davidson County, Tennessee.

Landscape Agreement of record as Instrument No. 20010919-0101280, Register's Office for Davidson County, Tennessee.

Declaration of Covenants, Conditions and Restrictions for Riverwalk and By-Laws of Riverwalk Homeowners's Association recorded as Exhibit "B" attached thereto of record in Instrument No. 20011105-0121083 and First Amendment of record as Instrument No. 20020424-0050565, Register's Office for Davidson County, Tennessee.

Charter of Riverwalk Homeowners Association, Inc. of record in Instrument No. 20020425-0051371, Register's Office for Davidson County, Tennessee.

Conveyance of Common Areas of record in Instrument No. 20020424-0050564, Register's Office for Davidson County, Tennessee.

Subject to rights of others in and to 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 58 and 67, Riverwalk**

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.

Grantor does hereby covenant with Grantee that Grantor has not made, done, executed, allowed or suffered any act, instrument or thing whatsoever whereby said land, or any part thereof, now or at any time hereafter shall be charged or encumbered in any manner whatsoever; and Grantor does further covenant and bind itself, its successors and representatives, to warrant and forever defend the title to said land to said Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through or under said Grantor, but not otherwise.

Witness MY HAND 9th day of May, 2002.

RIVERWALK DEVELOPMENT PARTNERS, INC.

G. Allen Patton, It's President
Lots 58 and 67, Riverwalk

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 President of Riverwalk Development Partners, Inc., a corporation, the within named bargainors, and that he as such President of Riverwalk * , executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.
* Development Partners, Inc.

Witness my hand and official seal at Brentwood, Tennessee, this 9th day of May, 2002.

Notary Public

My commission expires: 10/2/05

NOTARY PUBLIC
WILLIAMSON CO. TENN.