BILL GARRETT, Davidson County
Trans:T20110081239 DEEDWARRSP
Recvd: 12/22/11 14:03 4 pgs
Fees:23.00 Taxes:37000.00
20111222-0100188

Special Warranty Deed

FROM: Edwin B. Raskin, Trustee
for Riverbend Company, Grantor

TO: Cumberland Multifamily Partners, LLC,
a Delaware limited liability company,
Grantee

This instrument was prepared by:
Warren H. Wild, Jr., Esq.
Stites & Harbison, PLLC
401 Commerce Street, Suite 800
Nashville, TN 37219

Address New Owner as Follows:	Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes:	Map-Parcel Number:
Cumberland Multifamily Partners, LLC 4515 Harding Road, Suite 210 Nashville, TN 37205	Same as New Owner	102-00-0-057.00

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is Ten Million and No/100 Dollars ($10,000,000.00).

TAYLER L. GUDEMAN
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY

Affiant

SUBSCRIBED AND SWORN TO before me, this the 19th day of December, 2011.

Notary Public

My Commission Expires: My Commission Expires November 3, 2015

FOR AND IN CONSIDERATION OF the sum of Ten Million and No/100 Dollars ($10,000,000.00), the receipt and sufficiency of which are hereby acknowledged, Edwin B. Raskin, Trustee (the "Grantor"), with full powers to transfer, mortgage or convey without the joinder of any beneficiary, has bargained and sold, and by these presents does transfer and convey unto Cumberland Multifamily Partners, LLC, a Delaware limited liability company (the

"Grantee"), its successors and assigns a certain tract or parcel of land in Davidson County, State of Tennessee, more particularly described as follows (the "Property"):

Land in Davidson County, Tennessee, being parts of Lots Nos. 17, 18 and 19 on the Map of Subdivision of Mount Hickory, recorded in Book 332, page 68, Register's Office for Davidson County, Tennessee (the "Register's Office"), described according to a survey made by Barge, Waggoner, Sumner & Cannon, Engineers, June 28, 1971, and July 29, 1971, as follows:

BEGINNING at an iron pin in the northerly right-of-way of Cabot Drive, said point being 156 feet, more or less, from the center line of Upton Drive, thence with Cabot Drive, South 48 degrees 10' 09" West 85.00 feet to a monument, the beginning of a curve to the left; thence around said curve having a radius of 400.00 feet and a central angle of 29 degrees 40' 09", 207.13 feet to an iron pin; thence South 18 degrees 30' West 76.12 feet to an iron pin, the beginning of a curve to the right; thence around said curve having a radius of 350.00 feet and a central angle of 29 degrees 39' 59" 181.22 feet to an iron pin: thence South 48 degrees 09' 59" West 246.00 feet to an iron pin; thence leaving the right-of-way of Cabot Drive, North 41 degrees 50' 01", West 153.00 feet to an iron pin, the beginning of a curve to the left; thence around said curve having a radius of 500.00 feet and a central angle of 44 degrees 00', 383.97 feet to an iron pin; thence North 18 degrees 54' 52" West, passing a witness pin at 496.81 feet, a total distance of 564.00 feet to the low water line of the Cumberland River, being elevation 367.3; thence with said low water line, North 51 degrees 28' 39" East 350.58 feet to a point; thence leaving said Cumberland River, South 83 degrees 18' 16" East, passing a witness pin at 85.85 feet, a total distance of 201.00 feet to an iron pin in the westerly line of Charlotte Park Subdivision, Section 26; thence with said Subdivision's line South 67 degrees 57' 20" East 399.37 feet to an iron pin; thence South 59 degrees 37' 46" East 98.51 feet to an iron pin; thence South 41 degrees 50' 01" East 260.59 feet to the point of beginning.

Included in the foregoing description, but excluded from the Property conveyed hereby, is all of that certain tract of land described in and conveyed by document recorded as Instrument No. 20070504-0053645 in the Register's Office, which Grantor does not own and does not convey to Grantee.

Being part of the same property conveyed to Grantor, by deed from Riverbend Apartments, a Tennessee limited partnership, recorded in Book 9093, page 369, in the Register's Office.

The Property is improved property known as 6700 Cabot Drive, Nashville, Tennessee.

This conveyance is expressly made subject the following matters (the "Encumbrances"):

1. Davidson County taxes for 2012 and thereafter.

2. Easement for Flowage of the Cumberland River recorded in Book 2155, page 311, in the Register's Office.

3. Easement for Right of Way reserved in Deed by Mary Napier Ganier, Conservator of Mary C. Napier and Albert F. Ganier, Trustee of record in Book 4551, page 466, in the Register's Office.

4. Agreement for Dedication of Easement for Sanitary and/or Storm Drainage granted to the Metropolitan Government of Nashville and Davidson County recorded in Book 4606, page 275, in the Register's Office.

5. All right, title or claim or any character by the United States, state, local government or by the public generally in and to any portion of the land lying within the current or former bed, or below the ordinary high water mark, or between the cut banks of a stream navigable in fact or in law.

6. Right of riparian water rights owners to the use and flow of the water of the Cumberland River.

7. The consequence of any past or future change in the location of the bed of the Cumberland River.

8. Laundry Room Lease Agreement, a Memorandum of which is recorded in as Instrument 20081202-0116751, in the Register's Office.

9. Rights and claims of parties in possession as of the date hereof, as tenants only, under unrecorded residential leases this day assigned by Grantor to Grantee.

10. All matters shown on the plat of survey by Judy L. Judson, Tennessee Registered Land Surveyor No. 1935 of Barge Waggoner Sumner & Cannon, Inc. dated November 11, 2011, last revised December 8, 2011, Job No. 3523800, together with matters shown the surveyor's report dated December 8, 2011, to Old Republic National Title Insurance Company.

TO HAVE AND TO HOLD the Property with the appurtenances, estate, title and interest thereto belonging to the Grantee, its successors and assigns forever.

Grantor covenants and binds himself, his successors and assigns to warrant and forever defend the title to the Property to the Grantee, its successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor, but not further or otherwise, except as to the Encumbrances, to which this conveyance is expressly made subject.

Grantor is executing and delivering this Deed solely in his capacity as Trustee for Riverbend Company, a Tennessee Joint Venture, under Trust Agreement dated December 1, 1978, and not personally, and Edwin B. Raskin shall have no personal liability to Grantee under

this Deed; rather, all liability of Grantor under this Deed shall be recoverable solely from the assets of the trust for which Grantor is acting as Trustee.

Witness my hand as of the 22 day of December, 2011.

Edwin B. Raskin, Trustee for
Riverbend Company

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Personally appeared before me, Jeri C. Moore, a Notary Public of said County and State, Edwin B. Raskin, Trustee, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal, at Office in Brentwood, Tennessee this 20th day of December, 2011.

Notary Public

My Commission Expires: 7/21/2013

Jeri C. Moore
State of Tennessee Notary Public
Williamson County