OWNER/RESPONSIBLE TAXPAYER:
Cumberland Pointe Apartments II, L.P.
900 S. Gay Street
Knoxville, TN 37902

Tax ID: 070-09-139.00

THIS INSTRUMENT PREPARED BY:
Croley, Davidson & Huie, PLLC
800 S. Gay Street, Suite 1700
Knoxville, TN 37929
(130052)

SPECIAL WARRANTY DEED

THIS INDENTURE made as of the 23 day of December, 2013, between **SHORT APARTMENT HOLDINGS, a Tennessee general partnership, which is the successor by merger to Cumberland Pointe Apartments, L.P., a Tennessee limited partnership formerly known and being one and the same as Buena Vista Manor Apartments Limited Partnership and Buena Vista Manor Apartments, Ltd.**, First Party, and **CUMBERLAND POINTE APARTMENTS II, L.P., a Tennessee limited partnership**, Second Party:

WITNESSETH

THAT SAID FIRST PARTY, for and in consideration of the sum of TEN NO/100 ($10.00) DOLLARS, and other good and valuable consideration, to it in hand paid by said Second Party, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and do by these presents grant, bargain, sell and convey unto Second Party, the real property described as follows:

BEING A TRACT OF LAND LYING IN NASHVILLE, DAVIDSON COUNTY, TENNESSEE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF BUENA VISTA PIKE, 72 FEET IN WIDTH, AND KIRK AVENUE, 45' IN WIDTH (FIELD MEASURED), THENCE NORTH 53 DEG 07 MIN 57 SEC EAST, 150.60 FEET TO THE TRUE POINT OF BEGINNING, AN IRON ROD SET IN THE SOUTHERLY RIGHT-OF-WAY LINE OF BUENA VISTA PIKE AT A CORNER COMMON WITH THE PROPERTY OF KENNETH R. TAYLOR AND DOUGLAS WILLIAMS JR. OF RECORD IN DEED BOOK 8330, PAGE 118 IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; THENCE WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF BUENA VISTA PIKE FOR THE FOLLOWING FOUR CALLS: NORTH 38 DEG 58 MIN 23 SEC EAST, 489.01 FEET TO AN IRON ROD SET; WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 782.51 FEET, A LENGTH OF 464.93 FEET, A CENTRAL ANGLE OF 34 DEG 02 MIN 31 SEC, AND A CHORD BEARING AND DISTANCE OF NORTH 55 DEG 53 MIN 55 SEC EAST, 458.12 FEET TO AN IRON ROD SET; NORTH 72 DEG 48 MIN 00 SEC EAST 414.38 FEET TO AN IRON ROD SET; WITH A CURVE TO THE LEFT HAVING A RADIUS OF 1077.74 FEET, A LENGTH OF 32.43 FEET, A CENTRAL ANGLE OF 01 DEG 43 MIN 27 SEC, AND A CHORD BEARING AND DISTANCE OF NORTH 71 DEG 56 MIN 16 SEC EAST, 32.43 FEET TO AN IRON ROD SET AT A CORNER COMMON WITH THE PROPERTY OF METROPOLITAN GOVERNMENT OF DAVIDSON COUNTY, OF RECORD IN DEED BOOK 4421, PAGE 80 IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE;

BILL GARRETT, Davidson County
Trans:T20130106648 DEEDWARRSP
Recvd: 12/23/13 15:01 6 pgs
Fees:33.00 Taxes:24050.00
20131223-0129511

THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF BUENA VISTA PIKE WITH THE WESTERLY PROPERTY LINE OF METROPOLITAN GOVERNMENT FOR THE FOLLOWING FOUR CALLS: SOUTH 28 DEG 45 MIN 49 SEC EAST, 307.32 FEET TO AN IRON ROD SET, SOUTH 61 DEG 14 MIN 11 SEC WEST, 10.00 FEET TO AN IRON ROD SET; SOUTH 28 DEG 45 MIN 49 SEC EAST, 60.00 FEET TO AN IRON ROD SET; NORTH 61 DEG 14 MIN 11 SEC EAST, 30.00 FEET TO AN IRON ROD SET IN THE WESTERLY PROPERTY LINE OF DELOIS WILKINSON, OF RECORD IN DEED BOOK 4186, PAGE 850 IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; THENCE WITH THE WESTERLY PROPERTY LINE OF DELOIS WILKINSON, SOUTH 28 DEG 45 MIN 49 SEC EAST, PASSING AN IRON ROD SET WITNESS PIN) AT 518.28 FEET, A TOTAL DISTANCE 601.78 FEET TO THE EDGE OF THE CUMBERLAND RIVER; THENCE WITH THE EDGE OF THE CUMBERLAND RIVER FOR THE FOLLOWING TWO CALLS: SOUTH 49 DEG 18 MIN 28 WEST, 586.77 FEET TO A POINT; SOUTH 47 DEG 26 MIN 27 WEST, 406.00 FEET TO A POINT IN THE CENTERLINE OF A DRAIN AT A CORNER COMMON WITH THE PROPERTY OF BERTHA M.P. AND ODIE V. NEWBORN, OF RECORD IN DEED BOOK 4428, PAGE 407 IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; THENCE WITH THE CENTERLINE OF SAID DRAIN FOR THE FOLLOWING ELEVEN CALLS: NORTH 72 DEG 46 MIN 41 SEC WEST, 103.44 FEET TO A POINT; NORTH 83 DEG 48 MIN 42 SEC WEST 61.72 FEET TO A POINT; NORTH 69 DEG 08 MIN 36 SEC WEST, 131.70 FEET TO A POINT; NORTH 53 DEG 29 MIN 12 SEC WEST, 59.95 FEET TO A POINT IN THE EASTERLY PROPERTY LINE OF LAWRENCE POWELL ET AL, OF RECORD IN DEED BOOK 5642, PAGE 115 IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; NORTH 44 DEG 33 MIN 14 SEC WEST, 115.21 FEET TO A POINT; NORTH 38 DEG 29 MIN 38 SEC WEST, 31.85 FEET TO A POINT; NORTH 50 DEG 58 MIN 13 SEC WEST, 30.57 FEET TO A POINT; NORTH 29 DEG 28 MIN 52 SEC WEST, 84.12 FEET TO A POINT; NORTH 06 DEG 34 MIN 27 SEC WEST, 73.04 FEET TO A POINT; NORTH 22 DEG 36 MIN 17 SEC WEST, 78.61 FEET TO A POINT; NORTH 37 DEG 48 MIN 57 SEC WEST, 82.80 FEET TO A POINT AT A CORNER COMMON WITH THE PROPERTY OF KENNETH R. TAYLOR AND DOUGLAS WILLIAMS JR.;

THENCE LEAVING THE CENTERLINE OF SAID DRAIN WITH THE PROPERTY OF KENNETH R. TAYLOR AND DOUGLAS WILLIAMS JR., NORTH 53 DEG 29 MIN 38 SEC WEST, 20.00 FEET TO AN IRON ROD SET (WITNESS PIN) 332.11 TO THE POINT OF BEGINNING, CONTAINING 1,387,056 SQUARE FEET OR 31.842 ACRES MORE OR LESS, AS SHOWN BY THE SURVEY OF R. SCOT CHERRY (TN NO. 1512) OF CHERRY LAND SURVEYING, INC., BEARING JOB #13129, DATED JULY 17, 2013 AND LAST REVISED DECEMBER 19, 2013.

Being part of the same property conveyed to Buena Vista Apartments, Ltd. in Book 6244, Page 247, as corrected in Book 6311, Page 251, both of record in the Registers Office for Davidson County, TN. The said Buena Vista Apartments, Ltd. is now known as Buena Vista Manor Apartments Limited Partnership.

with the hereditaments and appurtenances thereto appertaining, hereby releasing all claims to homestead and dower therein. TO HAVE AND TO HOLD the same unto the Second Party, its

successors and assigns, together with all of the rights and interest thereunto belonging, in fee simple.

This conveyance and all covenants and warranties made herein are expressly made subject to 2013 taxes, which shall be prorated as of the date of closing, and which Second Party assumes and agrees to pay, and the matters set forth on **Exhibit "A"** attached.

First Party covenants that it is lawfully seized in fee simple of the premises and that it has a good and lawful right to sell and convey the same. First Party further covenants that it will warrant and defend the title to said premises unto the Second Party, its successors and assigns, against the lawful claims of all parties claiming by, through, or under the First Party, but no further or otherwise.

Whenever in this instrument a pronoun is used it shall be construed to represent either singular or plural, or the masculine, feminine or neuter gender, as the case may demand.

IN WITNESS WHEREOF, the said First Party hereunder has caused this instrument to be executed as of the day and year first above written.

SHORT APARTMENT HOLDINGS, a Tennessee general partnership, which is the successor by merger to Cumberland Pointe Apartments, L.P., a Tennessee limited partnership formerly known and being one and the same as Buena Vista Manor Apartments Limited Partnership and Buena Vista Manor Apartments, Ltd.

By: Brock D. Short

Title: General Partner

STATE OF TENNESSEE

COUNTY OF DAVIDSON

PERSONALLY appeared before me, the undersigned authority, a Notary Public in and for said County and State, BROCK D. SHORT, with whom I am personally acquainted, and who, upon oath, acknowledged HIMself to be the GENERAL PARTNER OF **SHORT APARTMENT HOLDINGS, a Tennessee general partnership, which is the successor by merger to Cumberland Pointe Apartments, L.P., a Tennessee limited partnership formerly known and being one and the same as Buena Vista Manor Apartments Limited Partnership and Buena Vista Manor Apartments, Ltd.**, the within named bargainor, and that he as such GENERAL PARTNER, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the general partnership as GENERAL PARTNER.

WITNESS my hand and official seal at office this 20th day of December, 2013.

My Commission Expires:

Notary Public

GEORGE E. MUDTER, JR. STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires MAY 3, 2016

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is $6,500.00.

Affiant

Subscribed and sworn to before me this 20th day of December, 2013.

Notary Public

My Commission Expires: _____

GEORGE E. MUDTER, JR. STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires MAY 3, 2016

EXHIBIT "A"

(a) Taxes for the year 2014, and all taxes for subsequent years, which are not yet due and payable.

(b) Agreement for Dedication of Easement of record in Book 4333, Page 99, in the Register's Office for Davidson County, Tennessee, and as shown on survey of R. Scot Cherry, RLS No. 1512, dated July 17, 2013, last revised December 19, 2013 bearing Job No. 13129.

(c) Consent to Sale of record in Book 8497, Page 706, in the Register's Office for Davidson County, Tennessee.

(d) Easement for right of way and drainage easement of record in Book 8497, page 713 in the Davidson County Register of Deed's Office and as shown on survey of R. Scot Cherry, RLS No. 1512, dated July 17, 2013, last revised December 19, 2013 bearing Job No. 13129.

(e) Agreements for Dedication of Easement of record in Book 8510, Page 826, and Book 8573, Page 365, both of record in the Register's Office for Davidson County, Tennessee and as shown on survey of R. Scot Cherry, RLS No. 1512, dated July 17, 2013, last revised December 19, 2013 bearing Job No. 13129.

(f) Grant of Flowage Easement of record in Book 2148, Page 141, in the Register's Office for Davidson County, Tennessee and as shown on survey of R. Scot Cherry, RLS No. 1512, dated July 17, 2013, last revised December 19, 2013 bearing Job No. 13129.

(g) Water (Riparian Rights) -
(a) the rights of upper and lower riparian owners to the free and unobstructed flow of the water of Cumberland River without diminution or pollution and the consequence of any past or future change in the location of Cumberland River;
(b) riparian rights incident to premises;
(c) rights of upper and lower riparian owners in and to the waters of Cumberland River crossing or adjoining the property, and the natural flow thereof, free from diminution or pollution;
(d) any enlargement or loss of land by reason of avulsion, accretion, or reliction, and questions of ownership caused by subsequent rebuilding or reformation of land.

(h) Rights of tenants, as tenants only, under unrecorded apartment leases.

(i) Survey of R. Scot Cherry, RLS No. 1512, dated July 17, 2013, last revised December 19, 2013 bearing Job No. 13129 discloses the following:

(a) 40 foot minimum building setback line from Buena Vista Pike; 15 foot minimum side building setback line and 20 foot minimum rear building setback line;
(b) A 10 foot wide drain runs along the southwestern boundary of subject property; and

(c) An asphalt drive crosses the northeastern corner of subject property running from Buena Vista Pike to a metro sewer pump station near the northeastern boundary of subject property.