BILL GARRETT, Davidson County
Trans:T20140002307 DEEDWARRSP
Recvd: 01/10/14 13:54 6 pgs
Fees:33.00 Taxes:189625.00

20140110-0002893

Return to
PIONEER TITLE AGENCY, INC.
513 Georgia Avenue
Chattanooga, TN 37403

P7AU8775

FROM: WEV, LLC a Delaware limited liability company
TO: WEST END VILLAGE APARTMENTS INC., a Delaware corporation

Address for New Owner as follows:	Send Tax Bills to:	Tax-Parcel No.
West End Village Apartments Inc. c/o LaSalle Investment Management, Inc. 330 Madison Avenue, 3rd Floor New York, NY 10017	(same)	Map 104-02 Parcel(s) 154

THIS INSTRUMENT PREPARED BY: Haynes & Boone, LLP , 30 Rockefeller Plaza, 26th Floor, New York, NY 10112

STATE OF New York)
COUNTY OF Nassau)

The actual consideration or value, whichever is greater, for this transfer is $ 51,250,000.00.

Matthew Jordan
Affiant
West End Village Apartments Inc.
Matthew Jordan, Vice President

Subscribed and sworn to before me, this the 7th day of January, 2014.

Notary Public

My Commission Expires: 7/25/15

BENJAMIN J. CASPER
Notary Public, State of New York
No. 02CA6245604
Qualified in Nassau County
Commission Expires July 25, 2015

N-251181_4

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars, cash in hand paid by the hereinafter named GRANTEE, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, WEV, LLC, a Delaware limited liability company, hereinafter called "GRANTOR", has bargained and sold, and by these presents does transfer and convey unto West End Village Apartments Inc., a Delaware Corporation, hereinafter called "GRANTEE", its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit (the "Property"):

Being a parcel or tract of land located in the Urban Services District, Twenty-first Councilmanic District of Nashville, Davidson County, Tennessee, and being more particularly described as follows:

Lot One (1) as shown on the Consolidation Plat WEST END VILLAGE recorded in Instrument No. 20120329-0026854 in the Register's Office of Davidson County, Tennessee.

Being the same property conveyed to WEV, LLC, by those certain deeds dated i) December, 2, 2011, from West End Village Development Company, LLC, filed for record as Instrument No. 20111207-0095554 in the Davidson County Register of Deeds Office, ii) December 2, 2011, from Jack M. Rowland, filed for Record as Instrument No. 20111207-0095555 in the Davidson County Register of Deeds Office, iii) December 2, 2011, from R. Scott Heflinger and wife, Craig Anne Heflinger, filed for record as Instrument No. 20111207-0095556 in the Davidson County Register of Deeds Office, iv) December 2, 2011, from Poston Avenue Partnership, filed for record as Instrument No. 20111207-095557 in the Davidson County Register of Deeds Office, v) December 2, 2011, from Long Boulevard Development Company, LLC, filed for record as Instrument No. 20111207-0095558 in the Davidson County Register of Deeds Office, vi) December 2, 2011, from West End Village Development Company, LLC, filed for record as Instrument No. 20111207-0095559 in the Davidson County Register of Deeds Office, vii) December 2, 2011, from Poston Avenue Partnership, filed for record as Instrument No. 20111207-0095560 in the Davidson County Register of Deeds Office, and viii) December 2, 2011, from Long Boulevard Development Company, LLC, filed for record as Instrument No. 20111207-0095561 in the Davidson County Register of Deeds Office

Said property is transferred subject to the limitations, restrictions, and encumbrances set forth in Exhibit A attached hereto.

This is improved property commonly known as West End Village, Nashville, Davidson County, Tennessee.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, its successors and assigns, forever, and GRANTOR further covenants and binds itself, its successors and assigns to warrant specially and forever defend the title to said real estate to GRANTEE, its successors and assigns, against the lawful claims of all persons claiming through and under GRANTOR

(other than claims arising out of the matters set forth above), but not further or otherwise. 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.

(Remainder of page intentionally left blank

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed to be effective as of the 9th day of January, 2014.

GRANTOR:

WEV, LLC,
a Delaware limited liability company

By: The Residential Group, LLC,
a Georgia limited liability company
Its Manager

By: _____
Name: PABLO DIEGO
Title: MANAGER

STATE OF Georgia
COUNTY OF Fulton

Personally appeared before me, Pablo Diego, with whom I am personally acquainted, and who acknowledged that such person executed the within instrument for the purposes therein contained, and who further acknowledged that such person is the Manager of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand, at office, this 9th day of January, 2014.

Patti O. Armstrong
Notary Public

My Commission Expires: June 14, 2014

PATTI O. ARMSTRONG
Notary Public
Cobb County
State of Georgia
My Commission Expires Jun 14, 2016

EXHIBIT A

CERTAIN PERMITTED ENCUMBRANCES

1. All laws, ordinances, statutes, orders, requirements and regulations to which the Property is subject, including zoning, building and environmental laws and requirements.

2. Real estate taxes, tax liens, water and sewer charges, assessments and vault charges, and the liens of any of the foregoing.

3. All covenants, encumbrances or restrictions created or approved by Grantee.

4. All terms, provisions and conditions of the Leases (including any obligation of landlord set forth in the Leases).

5. The Assumed Contracts and any other agreements which affect the Property to which Grantee may elect to take subject to in writing.

6. Uniform Commercial Code financing statements or conditional bills of sale, provided that either (i) such statements were filed on a date more than five years prior to the date hereof or (ii) a Tenant is the debtor thereunder.

7. Judgments, bankruptcies or other proceedings against other persons having names the same as or similar to that of Grantor, provided that such judgments, bankruptcies or other proceedings are not against Grantor and Grantor on request delivers to Grantee and Title Company an affidavit showing that such judgments, bankruptcies or other proceedings are not against Grantor.

8. Matters as shown, described or noted on (i) plat of record in Instrument No. 20120329-0026854, in the Register's Office of Davidson County, Tennessee and/or (ii) survey by Barge, Waggoner, Sumner & Cannon, Inc. dated December 5, 2013, including:

   (a) 10' NES easement;

   (b) 21' public easement;

   (c) overhead power line;

   (d) drainage easement;

   (e) underground detention;

   (f) water quality devices;

   (g) 15' public utility and drainage easement;

   (h) 2.5' pedestrian access easement;

   (i) 10' x 10' drainage easement;

(j) Note #8 on plat: Metro Water Services shall be provided sufficient and unencumbered ingress and egress at all times in order to maintain, repair and inspect any stormwater facilities within the property;

(k) Note #13 on plat: Storm Water Maintenance Agreement recorded in Instrument No. 20120207-0010957 Register's Office Davidson County, Tennessee;

(l) building encroachment into easement along southernmost line of subject property; and

(m) building encroachment into easement in northeast corner of subject property.

9. Rights of electric, gas, steam, telephone, cable, water and any other utility companies to lay, maintain, install and repair pipes, lines, poles, conduits, cables, boxes and related equipment upon, under and above the Property as of the date hereof.

10. Restrictions as set out in instrument recorded in Book 571, Page 465, in the Register's Office of Davidson County, Tennessee.

All capitalized terms used but not defined in the Special Warranty Deed to which this Exhibit is attached shall have the respective meanings ascribed to such terms in the Purchase and Sale Agreement dated as of December 6, 2013, by and between Grantor and Grantee (as successor-by-assignment to LaSalle Investment Management, Inc.).