Davidson County DEEDWARRSP
Recvd: 09/22/14 14:49 6 pgs
Fees:33.00 Taxes:12765.00
20140922-0086883

THIS INSTRUMENT PREPARED BY:
Tune, Entrekin & White, P.C. (TCS)
315 Deaderick St, Suite 1700
Nashville, TN 37238

AFTER RECORDING, RETURN TO:
First American Title Insurance Company
National Commercial Services
Attn: Jodean King
414 Union Street, Suite 1205
Nashville, Tennessee 37219

STATE OF TEXAS }
COUNTY OF BEXAR }
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $3,450,000.

AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 18th DAY OF September, 2014.

NOTARY PUBLIC

My Commission expires: 2-3-2015

JENANE ROGERS
MY COMMISSION EXPIRES
February 3, 2015

NAME & ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	MAP/ PARCEL
The Carillon Apartments, LLC **Attention: Mr. Brent Goodwin** **1020 N.E. Loop 410, Suite 700** **San Antonio, Texas 78209**	**SAME**	08213028100 08213028900 08213028800 08213028500 08213028400 08213036700 08213028300 08213027900 08213027800 08213027700 08213027600 08213028000 08213027500 08213027400 08213027300 08213026900 08213026600

Special Warranty Deed

For and in Consideration of the sum of $10.00 cash in hand paid by the hereinafter named grantees, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** (hereinafter called the "Grantor") has bargained and sold, and by these presents do transfer and convey unto **THE CARILLON APARTMENTS, LLC, a Delaware limited liability company** (hereinafter called the "Grantee"), its successors and assigns, a certain tract or parcel of land, situated in Davidson County, Tennessee, containing approximately 3.91 acres, which land is more particularly described on Exhibits "A" which is attached hereto and incorporated herein by reference for all purposes, together with (i) all buildings, fixtures, structures and improvements thereon, if any; (ii) any strips or gores between the Land and all abutting properties; (iii) all right, title and interest, if any, of

Grantor in and to any land lying in the bed of any street, road or access way, opened or proposed, in front of, at a side of or adjoining the Land (including, without limitation, the land underneath the right-of-way currently known as Jackson Court), to the centerline of such street, road or access way; (iv) all right, title and interest, if any, of Grantor in and to roads, alleys, rights-of-way and ingress and egress easements relating to the Land, whether surface, subsurface or otherwise; (v) all right, title and interest, if any, of Grantor in and to all water, water rights, minerals and mineral interests of any kind or character in, on, under or otherwise pertaining to the Land; (vi) all right, title and interest, if any, of Grantor in and to all governmental or quasi-governmental permits, approvals, authorities, licenses, consents and bonds, if any, of any kind or character pertaining to the Land; (vii) all right, title and interest, if any, of Grantor in and to all permits, contracts, drainage easements and rights of any kind or character to receive utilities services for the Land; and (viii) all right, title and interest, if any, of Grantor in and to all other transferable rights, privileges and appurtenances belonging or in any way pertaining to the Land (such Land and all appurtenances and heraditaments are hereinafter collectively called the "Property").

To Have and to Hold the said Property, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, forever. The Grantor covenants with said Grantee that the Grantor is lawfully seized and possessed of said Property fee simple, has a good right to convey it, and that the same is unencumbered, unless otherwise set out herein. The Grantor does further covenant and bind itself its successors and assigns, to warrant and forever defend the title to the said land to the Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through or under the Grantor 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.

The herein conveyance is made subject to the following:

1. 2014 taxes, if any, for the portion of the year after this Deed is recorded.
2. Restrictions set forth in Exhibit "B" attached hereto and incorporated herein for all purposes.
3. Other exceptions listed on Exhibit B, if any.

The Property transferred hereby is unimproved property located between 4th Avenue North, 5th Avenue North, Jackson Street, and Jefferson Street, in the City of Nashville, Davidson County, Tennessee.

(Execution page follows.)

IN WITNESS WHEREOF, THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, has caused this instrument to be executed by the Director of Public Property Administration, duly authorized in Metropolitan County Council Ordinance No. BL2013-594, so to act on its behalf, this 17th day of Sept., 2014.

THE METROPOLITAN GOVERNMENT OF
NASHVILLE & DAVIDSON COUNTY,
a municipal corporation and political
subdivision of the State of Tennessee

By: Gene Nolan
Print Name: Gene Nolan
Print Title: Director of Public Property

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Gene Nolan, 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 Director of Public Property of Metropolitan Government of Nashville and Davidson County, a municipal corporation and political subdivision of the State of Tennessee the within named bargainor, a municipal corporation, and that he as such Director of Public Property, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as such Director of Public Property.

WITNESS my hand and official seal, at office in Nashville, Tennessee, this the 17th day of September, 2014.

Diane Treadway
Notary Public

DIANE TREADWAY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My commission expires: 7-2-18

EXHIBIT "A"
DESCRIPTION OF LAND

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING ALL OF LOT 1 OF 5TH AND JEFFERSON FINAL PLAT AS RECORDED IN INSTRUMENT NUMBER 20140829-0079322, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE COMPLETE AND ACCURATE LEGAL DESCRIPTION.

Being the same property conveyed to the Metropolitan Government of Nashville and Davidson County by Instrument No. 20140911-0083231 in the Register's Office for Davidson County Tennessee.

EXHIBIT "B"
PERMITTED EXCEPTIONS

1. **Restrictive Covenants Running With the Land of the Metropolitan Development and Housing Agency in the Phillips-Jackson Street Redevelopment District of record in Book 9183, Page 130, Register's Office for Davidson County, Tennessee.**

2. **Easements, covenants, restrictions and any other matters created by the the plat of record in Instrument No. 201408290079322, in the Register.s Office for Davidson County, Tennessee.**

TRUE COPY CERTIFICATION

I, William L. Rosenberg, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Signature

State of Tennessee:

County of Davidson:

Personally appeared before me, the undersigned, a notary public for this county and state, William L. Rosenberg, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Jodean M. King, Notary Public

My commission Expires: 6/20/2017
(affix Notary seal)

JODEAN M. KING
STATE OF TENNESSEE NOTARY PUBLIC
ROBERTSON COUNTY