AFTER RECORDING RETURN TO:

METROPOLITAN TITLE AGENCY, INC.
1820 The Exchange, Suite 550
Atlanta, Georgia 30339
Phone: 770-933-0073
FAX: 770-933-0233

BILL GARRETT, Davidson County
Trans:T20140078330 DEEDWARRSP
Recvd: 10/17/14 10:56 6 pgs
Fees:33.00 Taxes:50135.00
20141017-0095935

This instrument prepared by:
Thomas Law Group, LLC
Attn: Donald L Thomas III, Esq
1418 Dresden Drive, Suite 235
Atlanta, Georgia 30319

Special Warranty Deed

For and in consideration of the sum of Thirteen Million Five Hundred Fifty Thousand and No/100 Dollars ($13,550,000.00), cash in hand paid by the Grantee and other good and valuable considerations accepted as cash, the receipt and sufficiency of which is hereby acknowledged, WILKINSON NASHVILLE I, LLC, a Georgia limited liability company with an address c/o The Wilkinson Group, Inc., 2100 Riveredge Parkway, Suite 825, Atlanta, Georgia 30328 (the "Grantor") has this day bargained and sold, and does hereby transfer and convey unto the said TIMBERLAND NASHVILLE I, LLP, a Minnesota limited liability partnership, with an address of: c/o Timberland Partners, Inc., 8000 Norman Center Drive, Suite 830, Bloomington, MN 55437 (the "Grantee"), its successors and assigns, certain real estate in Davidson County, Tennessee, more particularly described on **Exhibit A** attached hereto and incorporated herein by reference.

This is improved property, known as Rivergate Meadows Apartments, with an address of 100 Rivergate Meadows, Goodlettsville, Tennessee.

To have and to hold said real estate, with the appurtenance, estate, title and interest thereto belonging, to the Grantee, its successors and assigns, forever, Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except for those encumbrances set forth on **Schedule I** attached hereto and incorporated herein by reference.

Grantor further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to said real estate to said Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through or under the Grantor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

TN-85-95-A
2 of 6

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and affixed its seal the day and year first above written.

GRANTOR:

WILKINSON NASHVILLE I, LLC,
a Georgia limited liability company

By: The Wilkinson Group, Inc.
A Georgia corporation, its Manager

By: _____ [SEAL]
Name: Phillip R. Deguire
Title: CEO

State of Georgia

County of Fulton

Personally appeared before me, the undersigned, a Notary Public, Phillip R. Deguire, with whom I am personally acquainted, who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the CEO of The Wilkinson Group, Inc., a Georgia corporation, the manager of Wilkinson Nashville I, LLC, a Georgia limited liability company, and is authorized by the corporation, as the manager of the limited liability company, to execute this instrument on behalf of the limited liability company.

WITNESS my hand, at office, this 10 day of October, 2014.

Marjorie Smith
Notary Public
Print Name: MARJORIE SMITH

My Commission Expires:

3-28-15

Send tax bills to:

C/o Timberland Partners, Inc.
8000 Norman Center Dr., Ste. 830
Bloomington, MN 55437

Map/Parcel Number: 34-1-9

MARJORIE L SMITH
NOTARY PUBLIC
COBB COUNTY, GEORGIA
MY COMMISSION EXPIRES MARCH 28, 2015

State of Minnesota

County of Hennepin

The actual consideration or value, whichever is greater, for this transfer is $13,550,000.00.

AFFIANT:

TIMBERLAND NASHVILLE I, LLP

By: _____
Robert L. Fransen
Its: Executive Administrator

State of Minnesota

County of Hennepin

Personally appeared before me, the undersigned, a Notary Public, Robert L. Fransen, with whom I am personally acquainted, who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Executive Administrator of Timberland Nashville I, LLP, a Minnesota limited liability partnership, and is authorized by the limited liability partnership, as the Executive Administrator, to execute this instrument on behalf of the limited liability partnership.

WITNESS my hand, at office, this 14 day of October, 2014.

Vanessa J Boser
Notary Public - Minnesota
My Commission Expires 01/31/18

_____
Notary Public
Print Name: Vanessa Boser

My Commission Expires:

1-31-18

EXHIBIT A

All that certain tract or parcel of land situated in Davidson County, Tennessee, described as follows, to-wit:

Beginning at a concrete monument (found) in a curve on the North margin of Alta Loma Road, said curve having a radius of 741.2 and a tangent of 119.21, at the southeast corner of Lot No. 1 in Wild Acres Estates (Plat in Book 2330, Page 10), the southwest corner of the Herbert L. Lawson Property (Book 2273, Page 377) and being the southeast corner of the property herein described; thence following the said North margin with the arc of said curve along its chord North 47 degrees 55 minutes 53 seconds West 132.80 feet to a metal pin (set) at the southeast corner of Lot No. 2 in said Wild Acres Estates and the southwest corner of the property herein described; thence leaving the said North margin North 29 degrees 14 minutes 52 seconds East 407.24 feet to a metal pin (set) at the northeast corner of said Lot No. 2; thence North 60 degrees 49 minutes 07 seconds West 154.63 feet to a metal pin (found) in the North line of Lot No. 3 in said Wild Acres Estates and the southeast corner of the Review and Harold Publishing Association Property; thence North 26 degrees 45 minutes 07 seconds East 455.23 feet to a metal pin (found) at fence corner at the northeast corner of the said Review and Harold Publishing Association and the southeast corner of the Tommy H. Williams Property; thence North 27 degrees 10 minutes 00 seconds East 370.32 feet to a metal pin (found) at the northwest corner of the property herein described; thence South 80 degrees 46 minutes 59 seconds East 866.67 feet to a metal pin (found) on the West margin of the L and N Railroad at the northeast corner of the property herein described; thence following the said West margin South 9 degrees 01 minutes 35 seconds West 586.73 feet to a metal pin (set); thence leaving said West margin South 70 degrees 42 minutes 50 seconds West 464.65 feet to a set stone (found); thence North 57 degrees 12 minutes 13 seconds West 449.23 feet to a metal pin (set) at fence corner at the northwest corner of the Millard H. Billingsley Property; thence South 24 degrees 42 minutes 02 seconds West 251.30 feet to a concrete monument (found); thence South 24 degrees 28 minutes 29 seconds West 438.34 feet to the point of beginning.

Being the same property conveyed to Wilkinson Nashville I, LLC as of record in Instrument Number: 20120907-0081389 at the Register's Office for Davidson County, Tennessee.

SCHEDULE I

1. Acts of Grantee, and those claiming by, through and under Grantee.

2. General and special taxes and assessments for the year 2014 and subsequent years not yet due and payable.

3. Rights of tenants in possession as of the date of Closing, as tenants only, under unrecorded residential leases.

4. Zoning, building and other governmental and quasi-governmental laws, codes and regulations.

5. Subject to all matters as shown on Plat of Wild Acres Estates, recorded in Plat Book 2330, page 10, the Register's Office, Davidson County, Tennessee records, including but not limited to the following:

   a. Ten (10') foot easement for public utilities as shown on said plat;

   b. Seventy-five (75') foot minimum building setback line from Alta Loma Road; and

   c. Restrictions as set forth in Owner's Certificate.

6. Restrictive Covenants as contained in Warranty Deed, dated March 13, 1954, by and between J. C. Lassiter and Clarice Lassiter (Grantors) to James G. Fykes and Mary Fykes (Grantees), recorded on March 16, 1954, in Book 2271, page 71, of the Register's Office, Davison County, Tennessee records.

7. Covenants, conditions and restrictions contained in the Foreclosure Sale Use Agreement as set forth in Exhibit B of Successor Trustee's Deed of record on March 16, 1994, in Book 9279, page 911, beginning on page 918, of the Register's Office, Davidson County, Tennessee records; as affected by Assignment and Assumption, dated May 22, 2001, by and between Rivergate Properties, G. P. (Assignor) and Rivergate Meadows Apartment Associates Limited Partnership (Assignee), in Instrument No. 20010606-0059417, on June 6, 2001, Davidson County, Tennessee records.

8. Easements to The City of Goodlettsville, Tennessee, as set forth in Agreement For Dedication of Easement for Sanitary Sewers, recorded in Book 4468, page 452 and in Book 4468, page 456, of the Register's Office, Davidson County, Tennessee records.

9. Overhead Service Line Easement to the Metropolitan Government of Nashville and Davidson County, acting by and through The Electric Power Board of said government, recorded as Instrument Number 200000926-0095398, of the Register's Office, Davidson County, Tennessee records.

10. Indemnity Agreement, dated December 17, 2008, by Daniel Rivergate, LLC in favor of Rivergate Meadows Apartment Associates Limited Partnership, recorded on December

22, 2008, in Instrument No. 20081222-0121716, of the Register's Office, Davidson County, Tennessee records.

11. Agreement for Dedication of Easement for Sanitary Sewers and Appurtenances, dated December 17, 2008, by Rivergate Meadows Apartment Associates Limited Partnership to The City of Goodlettsville, recorded on December 22, 2008, in Instrument No. 20081222-0122066, of the Register's Office, Davidson County, Tennessee records.

12. Agreement for Dedication of Easement for Water Mains and Appurtenances, dated December 17, 2008, recorded on December 22, 2008, in Instrument No. 20081222-0122067, of the Register's Office, Davidson County, Tennessee records.

13. Ingress/Egress Easement as reserved in Instrument dated September 17, 1984, by and between Southern Publishing Association of Seventh Day Adventists, Inc. and Rivergate Associates, Ltd., recorded on October 3, 1984, in Book 6395, page 576, in the Register's Office, Davidson County, Tennessee records and as referred to in Warranty Deed, dated June 14, 2006, by and between AAA Paving Co., Inc. and Triple S Development, Inc., recorded on June 26, 2006, in Instrument No. 20060628-0077506, aforesaid records and as shown on the above referenced plat of survey.

14. Grant of Easement, dated August 30, 2013, by and between Comcast of Nashville I, LLC (Grantee) and Wilkinson Nashville I, LLC (Grantor) recorded November 27, 2013, in Instrument No. 20131122-0120415, Davidson County, Tennessee records.

15. Easement Deed by Court Order In Settlement of Landowner Action – Lightnet Lines, dated February 13, 2013, Joe C. Meighan, Jr. (Circuit Court of Tennessee, Knox County, No. 1-269-90) and John G. Bubl, et al, (circuit Court of Tennessee, Anderson County, Docket No. 88MC003956) for themselves and all others similarly situated (Plaintiffs) vs. U. S. Sprint Communications Company (Defendant), recorded January 14, 2014, in Instrument No. 20140114-0003779, Davidson County, Tennessee records.