Davidson County DEEDWARRSP
Recvd: 07/21/16 12:39 8 pgs
Fees:43.00 Taxes:32097.05
20160721-0075203

This instrument Prepared By:
Laurie D. Arnold
8383 Preston Center Plaza Drive, 5th Floor
Dallas, Texas 75225

SPECIAL WARRANTY DEED

Address New Owner as Follows:	*Send Tax Bills To:*
Nashcam Living I, LP 8383 Preston Center Plaza Drive, 5th Floor Dallas, Texas 75225	Nashcam Living I, LP 8383 Preston Center Plaza Drive, 5th Floor Dallas, Texas 75225 Attn: Dennis E. Barnes, Executive Vice President and Secretary
Map & Parcel No.: 092-14-0-101.00	

SPECIAL WARRANTY DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged, **NASHCAM, L.P.**, a Tennessee limited partnership ("**Grantor**") has bargained and sold, and hereby transfers and conveys to **NASHCAM LIVING I, LP**, a Tennessee limited partnership ("Grantee"), its successors and assigns, certain land in Davidson County, Tennessee, being more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Property**").

The Property is unimproved property located on 9 City Place, Nashville, Davidson County, Tennessee 37209.

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

STATE OF TEXAS)
COUNTY OF DALLAS)

The actual consideration or value, whichever is greater, for this transfer is $8,674,879.00.

By: _____
Dennis E. Barnes, Affiant

Subscribed and sworn to before me this 14th day of July, 2016.

MISTY MALDONADO
Notary Public, State of Texas
Comm. Expires 05-03-2020
Notary ID 128975812

_____
Notary Public
My Commission Expires: 5/3/2020

Grantor does hereby covenant with Grantee that it is lawfully seized and possessed of the Property in fee simple and that it has good right to sell and convey the same.

Grantee does further covenant and bind itself, its successors and assigns, to warrant and forever defend title to the Property against the lawful claims of all persons claiming by, and through or under Grantor, but no further or otherwise, subject however to the permitted exceptions set forth on **Exhibit "B"**.

GRANTEE ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY PROVIDED IN THE PURCHASE AND SALE AGREEMENT BY BETWEEN GRANTOR, AND GRANTEE AND THE SPECIAL WARRANTY OF TITLE CONTAINED HEREIN, GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, CONCERNING THE PROPERTY. GRANTEE ACKNOWLEDGES THAT GRANTEE HAS PERFORMED ITS OWN INSPECTIONS AND AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, GRANTOR AND GRANTEE AGREE THAT GRANTEE IS TAKING THE PROPERTY "**AS IS, WHERE IS WITH ALL FAULTS**".

Taxes relating to the Property for the year 2016 have been prorated and Grantee, by its acceptance of this Special Warranty Deed, assumes payment thereof.

[Remainder of page intentionally left blank;
Signature pages to follow]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Special Warranty Deed to be executed to be effective as of the Effective Date.

GRANTOR:

NASHCAM, L.P.,
a Tennessee limited partnership

By: CAMBRIDGE 28, INC.,
a Tennessee corporation
Its General Partner

By: _____
Dennis E. Barnes
Executive Vice President and Secretary

STATE OF TEXAS §
§ ss.
COUNTY OF DALLAS §

Personally appeared before me, the undersigned authority, a Notary Public for said county and State, Dennis E. Barnes, 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 Executive Vice President and Secretary of Cambridge 28, Inc. a Tennessee corporation, as the general partner 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 14th day of July, 2016.

MISTY MALDONADO
Notary Public, State of Texas
Comm. Expires 05-03-2020
Notary ID 128975812

_____
Notary Public, State of Texas
My Commission Expires: 5/3/2020

IN WITNESS WHEREOF, Grantor and Grantee have caused this Special Warranty Deed to be executed to be effective as of the Effective Date.

GRANTEE:

NASHCAM LIVING I, LP,
a Tennessee limited partnership

By: CAM LIVING GP, INC.,
a Tennessee corporation
Its General Partner

By: _____
Dennis E. Barnes
Executive Vice President and Secretary

STATE OF TEXAS §
§ ss.
COUNTY OF DALLAS §

Personally appeared before me, the undersigned authority, a Notary Public for said county and State, Dennis E. Barnes, 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 Executive Vice President and Secretary of Cam Living GP, Inc. a Tennessee corporation, as the general partner 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 14th day of July, 2016.

MISTY MALDONADO
Notary Public, State of Texas
Comm. Expires 05-03-2020
Notary ID 128975812

_____
Notary Public, State of Texas
My Commission Expires: 5/3/2020

EXHIBIT A

Land Description

Land in Davidson County, Tennessee, being Lot(s) 9, as shown on the map entitled Final Plat, Resubdivision of Lots 4, 7, 9 & Open Space, oneC1TY NASHVILLE, of record in Instrument No. 20151210-0124463, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being part of the same property conveyed to NASHCAM, L.P., A TENNESSEE LIMITED PARTNERSHIP, by deed from HCRI TENNESSEE PROPERTIES, INC., A DELAWARE CORPORATION, of record in Instrument No. 20130830-0091817 and 20130830-0091818, dated August 28, 2013, said Register's Office. For further reference see Quitclaim Deed of record in Instrument No. 20130926-0101094, said Register's Office.

Together with beneficial rights as set forth in the Amended and Restated Declaration of Restrictive Covenants and Reciprocal Easements of record in Instrument No. 20160720-0074605, said Register's Office, and in the Lot 9 Amendment to Amended and Restated Declaration of Restrictive Covenants and Reciprocal Easements of record in Instrument No. 20160720-0074662, said Register's Office.

EXHIBIT B

PERMITTED ENCUMBRANCES (PROPERTY)

1. General or special taxes and assessments for the year 2016 and subsequent years for Map-Par. 092-14-0-0101.00, not yet due and payable. (P/O) (Note: 2016 MAP-PAR. 092-14-0B-011.00CO)

2. The following easements, conveyances, restrictions, encumbrances and other matters of record affecting the Property as shown in the records of the of the Register's Office for Davidson County:

   a. All matters shown on the Plat of record in Instrument No. 20151210-0124463, said Register's Office, as shown on the ALTA/NSPS Land Title Survey prepared by J. Alan Cummings, R.L.S. No. 2351, dated May 25, 2016.

   b. Conditions, provisions and restrictions pertaining to drainage as contained in the Quitclaim Deed to Georgia Pacific Corporation of record in Book 7461, Page 313, in the Register's Office for Davidson County, Tennessee, as shown on the ALTA/NSPS Land Title Survey prepared by J. Alan Cummings, R.L.S. No. 2351, dated May 25, 2016.

   c. Terms and Conditions of that certain Amended and Restated Declaration of Restrictive Covenants and Reciprocal Easements by Nashcam, L.P., a Tennessee limited partnership, of record as Instrument No. 20160720-0074605, said Register's Office and amended by that certain Lot 9 Amendment to the Amended and Restated Declaration of Restrictive Covenants and Reciprocal Easements by Nashcam, L.P., a Tennessee limited partnership, of record as Instrument No. 20160720-0074662, said Register's Office.

   d. General Assessments and Special Assessments as set forth in the Amended and Restated Declaration of Restrictive Covenants and Reciprocal Easements by Nashcam, L.P., a Tennessee limited partnership of record as Instrument No. 20160720-0074605, said Register's Office.

   e. Easements as set for in the Amended and Restated Declaration of Restrictive Covenants and Reciprocal Easements by Nashcam, L.P., a Tennessee limited partnership of record as Instrument No. 20160720-0074605, said Register's Office, as shown on the ALTA/NSPS Land Title Survey prepared by J. Alan Cummings, R.L.S. No. 2351, dated May 25, 2016.

f. Possible fence encroachment along the west property line, as shown on the ALTA/NSPS Land Title Survey prepared by J. Alan Cummings, R.L.S. No. 2351, dated May 25, 2016.

True Copy Certification

I, Joseph M. Grant, 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 TEXAS

County of DALLAS

Personally appeared before me, Colleen Gibbins, a notary public for this county and state, Joseph M. Grant who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My Commission Expires: 6-5-17
Notary' Seal (if on paper)

