Davidson County	DEEDWARRSP
Recvd: 07/05/17 11:06	8 pgs
Fees:43.00 Taxes:41440.00	
20170705-0067323	

This Instrument Prepared By:
Lillian Roe Gilmer
Reno & Cavanaugh, PLLC
424 Church Street, Suite 1750
Nashville, TN 37219

SPECIAL WARRANTY DEED

Address New Owner(s):	Send Tax Bills to:	Map-Parcel No.
Riverchase Holdings, LP 317 W. 3rd Street Austin, TX 78701	Riverchase Holdings, LP 317 W. 3rd Street Austin, TX 78701	082-07-0-208.00 082-11-0-009.00 082-11-0-040.00

Note: Riverchase Apartments LLC converted into Riverchase Apartments TN LLC on March 16, 2016

STATE OF NEW YORK
COUNTY OF KINGS

The actual consideration or value, whichever is greater, for this transfer is ELEVEN MILLION TWO HUNDRED THOUSAND and no/100ths Dollars ($11,200,000.00).

Affiant - Robert Wolf, as Manager of Read Property Group LLC, as Manager of Riverchase Apartments TN LLC

SUBSCRIBED AND SWORN TO before me, this the 27th day of June, 2017.

Notary Public

My Commission Expires: _____

MICHAL ZISBLATT Comm. Exp. 10/17/2020 NOTARY PUBLIC Comm. No. 01ZI6348664 KINGS COUNTY, STATE OF NEW YORK

For and in consideration of the sum of Eleven Million Two Hundred Thousand and no/100ths Dollars ($11,200,000.00), the receipt and sufficiency of which are hereby acknowledged, RIVERCHASE APARTMENTS TN LLC, a Delaware limited liability company (the "Grantor"), has bargained and sold, and by these presents does transfer and convey unto RIVERCHASE HOLDINGS, LP, a Texas limited partnership ("Grantee"), its heirs, successors

and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, more particularly described on Exhibit A attached hereto and incorporated herein by this reference, together with all improvements, buildings, and structures located thereon (the "Property").

The Property is improved property known as 651 Joseph Avenue, 660 Joseph Avenue and 301 North 2nd Street, Nashville, Tennessee 37207.

This conveyance is expressly made subject to those matters more specifically set forth on Exhibit B attached hereto and incorporated herein by this reference.

To have and to hold the Property with the appurtenances, estate, title and interest thereto belonging to Grantee, its heirs, successors and assigns in fee simple forever.

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

Grantor covenants with Grantee that Grantors has not made, done, executed, allowed or suffered any act, instrument or thing whatsoever whereby said land, or any part thereof, now or at any time hereafter shall be charged or encumbered in any manner whatsoever.

Grantor further covenants and binds Grantor, its heirs, successors, and assigns to warrant and defend the title to the Property to Grantee, its heirs, successors, and assigns against the lawful claims of all persons whomsoever claiming title as against all acts of the Grantor herein and no other (except claims arising from the matters set forth on Exhibit B), but not further or otherwise. This conveyance is expressly made subject to the matters set forth on Exhibit B.

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

Witness our hand to be effective as of the 30th day of June, 2017.

"Grantor"

RIVERCHASE APARTMENTS TN LLC, a Delaware limited liability company

By: _____
Robert Wolf, its Manager

STATE OF NEW YORK

COUNTY OF KINGS

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Robert Wolf, 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 Manager of Read Property Group, LLC, a New York limited liability company, as Manager of Riverchase Apartments TN LLC, a Delaware limited liability company, being authorized to do so on behalf of said companies, executed the foregoing instrument for the purposes therein contained, by signing as aforesaid.

Witness my hand and seal at office on this the 27th day of June, 2017.

_____
NOTARY PUBLIC

My Commission Expires:_____

MICHAL ZISBLATT
Comm. Exp. 10/17/2020
NOTARY PUBLIC
Comm. No. 01ZI6348664
KINGS COUNTY, STATE OF NEW YORK

EXHIBIT A

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Nashville, County of Davidson, State of Tennessee.

Being a parcel of land in the Fifth Councilmanic District of Nashville, Davidson County, Tennessee comprised of three tracts and all interior streets and alleys closed by Metropolitan Nashville Council being shown on Plan of Lane College Housing of record in Plat Book 4175, page 35, Registers Office for Davidson County, Tennessee, lying on the west margin of Dickerson Road and the north margin of Meridian Street and being more particularly described as follows:

BEGINNING at a point in the southerly margin of Grace Street, said point being the northeasterly end of the return at the intersection of Grace Street and Joseph Avenue and also being South 83 degrees 06 minutes 00 seconds East 75.33 feet along said Grace Street from a concrete monument at the northeast corner of The Salvation Army of record in Deed Book 8293, page 25, Register's Office for Davidson County, Tennessee:

Thence with the southerly margin of Grace Street South 83 degrees 02 minutes 00 seconds East 106.63 feet to a point:

thence, leaving Grace Street, with the westerly margin of Alley No. 307, South 06 degrees 22 minutes 02 seconds West 509.85 feet to a point;

thence with the terminus of Berry Street closed by Council Bill No. 99-1704, South 10 degrees 48 minutes 39 seconds West 50.11 feet to a point in the southerly margin of Berry Street;

thence with the westerly margin of Alley No. 307 as dedicated by Book 4793, page 958, Register's Office for Davidson County, Tennessee, South 06 degrees 16 minutes 00 seconds West, 561.31 feet to a point:

thence South 83 degrees 44 minutes 00 seconds East, 5.00 feet to a point:

thence with Alley No. 307, South 06 degrees 16 minutes 00 seconds West, 45.67 feet to a point;

thence with a curve concave to the east having a central angle of 89 degrees 30 minutes 00 seconds a radius of 35.00 feet and a chord of South 38 degrees 29 minutes 00 seconds East 49.28 feet for an arc length of 54.67 feet to a point in the southerly margin of a 15-foot alley;

thence with said Alley and the terminus of North Second Street closed by Council Bill No. 99-1704, South 83 degrees 14 minutes 00 seconds East 183.77 feet to a point in the easterly margin of North Second Street;

thence with said easterly margin and a curve concave to the east having a central angle of 23 degrees 36 minutes 01 seconds a radius of 149.26 feet and a chord of North 03 degrees 09 minutes 45 seconds West, 61.05 feet for an arc length of 61.48 feet to a point;

thence with the southerly margin of 20 foot Alley No. 303, South 82 degrees 47 minutes 00 seconds East, 759.75 feet to a point in the westerly margin of Meridian Street;

thence with said Meridian Street and a curve concave to the west having a central angle of 66 degrees 33 minutes 06 seconds, a radius of 201.44 feet and a chord of South 47 degrees 38 minutes 15 seconds West, 221.05 feet for an arc length of 233.98 feet to a point;

thence continuing with Meridian Street, South 81 degrees 37 minutes 42 seconds West 425.58 feet to a point;

thence with a curve concave to the south having a central angle of 04 degrees 58 minutes 13 seconds a radius of 549.23 feet and a chord of South 78 degrees 50 minutes 18 seconds West, 47.63 feet for an arc length of 47.64 feet to a point;

thence with a curve concave to the south having a central angle of 09 degrees 52 minutes 59 seconds a radius of 549.25 feet and a chord of South 69 degrees 18 minutes 37 seconds West 94.62 feet to a point;

thence with a curve concave to the south having a central angle of 18 degrees 08 minutes 02 seconds, a radius of 549.25 feet and a chord of South 54 degrees 06 minutes 56 seconds West, 173.11 feet for an arc length of 173.84 feet to a point;

thence leaving Meridian Street with the east margin of Dickerson Road North 44 degrees 59 minutes 21 seconds West 7.24 feet to a concrete monument;

thence South 85 degrees 43 minutes 56 seconds West, 42.30 feet to a concrete monument:

thence North 49 degrees 15 minutes 42 seconds West, 102.66 feet to a concrete monument;

thence continuing with the easterly margin of Dickerson Road and a curve concave to the east having a central angle of 42 degrees 41 minutes 04 seconds a radius of 646.01 feet and a chord of North 27 degrees 53 minutes 08 seconds West 470.72 feet to a point:

thence North 06 degrees 33 minutes 00 seconds West, 501.65 feet to a point:

thence South 83 degrees 27 minutes 00 seconds West, 12.50 feet to a point:

thence North 06 degrees 33 minutes 00 seconds West, 280.39 feet to a point;

thence leaving Dickerson Road with the southerly line of The Salvation Army and the terminus of Joseph Avenue closed by Council Bill No. 99-1704, North 83 degrees 27 minutes 00 seconds East, 305.21 feet to a point in the easterly margin of Joseph Avenue;

thence with said easterly margin, North 06 degrees 13 minutes 00 seconds East, 307.30 feet to a point:

thence with a curve concave to the east having a central angle of 90 degrees 45 minutes 10 seconds, a radius of 25.00 feet and a chord of North 51 degrees 35 minutes 30 seconds East, 35.59 feet for an arc length of 39.60 feet to the point of beginning.

Being the same property conveyed to Riverchase Apartments LLC, a Tennessee limited liability company, by Special Warranty Deed from L/G Redevelopment, LLC, a Tennessee limited liability company dated February 14, 2014 and recorded February 14, 2014 in the Davidson County Records as Instrument No. 20140214-0013298.

EXHIBIT B
PERMITTED ENCUMBRANCES

1. Taxes for the year 2017, a lien not yet due and payable.

2. Any taxes or assessments not posted on the records of the taxing authority(ies) of which the property is subject, including but not limited to: supplemental, revised and/or corrected assessments pursuant to T.C.A. Section 67-5-603 et. seq. or back assessments pursuant to T.C.A. Section 67-1-1001 et. seq.; or taxes based on a change in the classification of the property (roll back taxes) pursuant to T.C.A. Section 67-5-1001 et. seq.

3. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

4. Rights of tenants in possession of the property, as tenants only under written leases.

5. Conditions, restrictions, covenants and agreements in Declaration of Land Use Restrictive Covenants for Low-Income Housing Tax Credits dated December 19, 2002, recorded December 23, 2002, in Davidson County as Instrument No. 20021223-0157921 and any amendments thereto as affected by Assignment and Assumption of Land Use Restrictive Covenants dated February 14, 2014 and recorded on February 14, 2014 as Instrument No. 20140214-0013299.

6. Easements for utilities retained by Metro under Council Bill Numbers 64-257, 66-856, 99-1704.

7. Permanent Easement and Right-of-Way for Street Purposes and Right of Entry for Temporary Construction Purposes granted to The Metropolitan Government of Nashville and Davidson County recorded on March 6, 1974 in Book 4793 Page 958.

8. Grant of Easement granted to Comcast of Nashville I, LLC dated June 30, 2015 and recorded on September 11, 2015 as Instrument No. 20150911-0092388.

9. Terms and provisions of the Lease by and between L/G Redevelopment, LLC and Web Service Company, Inc. as evidenced by a Memorandum of Lease dated February 4, 2000 and recorded as Instrument No. 200008140080368.

10. Rights of others, including utilities, in and to the vacated portion of the streets and alleys, and all other matters shown on plat recorded in Plat Book 4175 Page 35.

11. Survey prepared by J. Alan Cummings of Crawford & Cummings, P.C., Project/Job Number 16-032, dated 12/04/2013, last revised 05/05/2016, discloses the following:

a. Fences do not coincide with property lines;
b. Buildings encroach into easement areas retained by Metro under Council Bill Numbers 64-257;
c. Asphalt encroaches northerly property line;
d. Rights of others, both public and private, in and to utility poles, anchors, light poles, signs, water meters, water valves, manholes, cleanouts, gas meters, telephone pedestals and utility lines on or crossing subject property.

Tennessee Certification of Electronic Document

I, Chana Skaly (*Signer's Name*), 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 Ocean

County of Lakewood

Personally appeared before me, Sara Godin (*Notary's Name*), a notary public for this county and state, Chana Skaly (*Signer's Name*), who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary Signature

MY COMMISSION EXPIRES:

NOTARY'S SEAL

Sara Godin
Notary Public
State of New Jersey
My Commission Expires September 18, 2021

(3) All electronic documents eligible for registration pursuant to this subsection are validly registered when accepted for recording by the county register. Electronic documents registered by county registrars prior to July 1, 2007 shall be considered validly registered with or without the certification provided in subsection (2).