BILL GARRETT, Davidson County
Trans:T20170060086 DEEDWARRSP
Recvd: 07/13/17 16:17 11 pgs
Fees:58.00 Taxes:6845.00
20170713-0070701

This Instrument Prepared By:
Lillian R. 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.
ECG Hermitage, LP	ECG Hermitage, LP	
643 Spence Lane	118 16th Avenue South, Suite 200	086-00-0-355.00
Nashville, Tennessee 37217	Nashville, Tennessee 37203	

STATE OF Tennessee)
COUNTY OF Davidson)

The actual consideration or value, whichever is greater, for this transfer is One Million Eight Hundred Fifty Thousand and 00/100 Dollars ($1,850,000.00).

Affiant

SUBSCRIBED AND SWORN TO before me, this the 30th day of June, 2017.

Notary Public

My Commission Expires: 5-5-2020

JESSICA R. MAYBERRY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires MAY 5, 2020

For and in consideration of the sum of One Million Eight Hundred Fifty Thousand and 00/100 Dollars ($1,850,000.00), the receipt and sufficiency of which are hereby acknowledged, Davco-O.H. Blvd. Properties, a Tennessee general partnership by one and the same as Davco-O.H. Blvd. Properties, a Tennessee joint venture, as set forth in the Action by Written Consent attached hereto as Exhibit C ("Grantor"), has bargained and sold pursuant to the authority set forth in the Action by Written Consent attached hereto as Exhibit C, and by these presents does transfer and convey unto ECG Hermitage, LP, a Tennessee limited partnership ("Grantee"), its 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 unimproved property known as Tax Map-Par. 086-00-0-355.00, located in Hermitage. Davidson County, Tennessee.

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 successors and assigns, in fee simple forever.

Grantor covenants and binds Grantor, its successors, and assigns to warrant and defend the title to the Property for Grantee, its successors, and assigns against the lawful claims of all persons whomsoever claiming title as against all acts of the Grantor(s) 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 my hand this 10th day of November, 2016.

GRANTOR:

Davco O.H. Blvd Properties, a
Tennessee partnership

By: _____
R. Chancellor Allen, Partner

STATE OF TENNESSEE)
COUNTY OF Davidson)

Before me, Erich Chadwick, a Notary Public of said County and State, personally appeared **R. Chancellor Allen**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a Partner of **DAVCO O.H. BLVD PROPERTIES**, a Tennessee partnership, the within named bargainor, and that he as such Partner being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of Davco O.H. Blvd Properties, a Tennessee partnership, by himself as Partner.

Witness my hand and seal, at Office in Nashville, Tennessee, this 10th day of November, 2016.

_____
Notary Public

My Commission Expires: 02-29-2020

ERICH CHADWICK
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY
MY COMMISSION EXPIRES 02-29-2020

EXHIBIT A

PROPERTY DESCRIPTION

Being a parcel of land in the Second Civil District of Nashville, Davidson County, Tennessee, and being more particularly described according to a boundary survey made by Barge, Waggoner, Sumner & Cannon, Surveyors, dated October 16, 1987 as follows:

Being a tract of land in the Second Civil District of Nashville and Davidson County, Tennessee, and described more fully as follows:

BEGINNING at an iron pin in the easterly margin of Raintree Drive, said pin being South 85 degrees 11 minutes 51 seconds East, 191.27 feet easterly of a concrete monument in the easterly margin of Hermitage Woods Drive; THENCE, with the easterly margin of Raintree Drive, the following calls:

With a curve to the right 104.74 feet to an iron pin, said curve having a central angle of 09 degrees 24 minutes 47 seconds, a radius of 637.50 feet, a tangent of 52.49 feet and a chord of North 06 degrees 50 minutes 22 seconds East, 104.62 feet;

With a curve to the left 139.78 feet to an iron pin, said curve having a central angle of 11 degrees 17 minutes 05 seconds, a radius of 709.68 feet, a tangent of 70.12 feet and a chord of North 07 degrees 07 minutes 01 seconds East, 139.55 feet;

With a curve to the left 82.89 feet to an iron pin, said curve having a central angle of 46 degrees 19 minutes 58 seconds, a radius of 102.50 feet, a tangent of 43.86 feet and a chord of North 22 degrees 50 minutes 05 seconds West, 80.65 feet;

With a curve to the left 62.73 feet to an iron pin, said curve having a central angle of 18 degrees 11 minutes 49 seconds, a radius of 197.50 feet, a tangent of 31.63 feet, and a chord of North 55 degrees 05 minutes 59 seconds West, 62.46 feet;

THENCE, leaving said easterly margin North 57 degrees 18 minutes East, 103.11 feet to an iron pin;

THENCE with the westerly line of Hermitage Woods of record in Book 4860, Page 62, R.O.D.C., the following calls:

South 55 degrees 48 minutes East, 56.00 feet to an iron pin; South 28 degrees 18 minutes East, 279.00 feet to an iron pin; South 37 degrees 27 minutes East, 172.00 feet to an iron pin; South 04 degrees 42 minutes West, 31.50 feet to an iron pin; with the southerly line of Hermitage Woods of record in Book 4860, Page 62, R.O.D.C., South 85 degrees 18 minutes East, 99.21 feet to an iron pin in the westerly line of the property conveyed to D. R. Pirtle by deed of record in Book 5155, Page 150, R.O.D.C.;

THENCE with said westerly line, South 04 degrees 42 minutes West, 638.42 feet to an iron pin in the westerly line of the property conveyed to Burning Tree Associates, Ltd. by deed of record in Book 5193, Page 816, R.O.D.C.;

THENCE with said westerly line, South 05 degrees 48 minutes West, 447.89 feet to an iron pin in the northeasterly margin of Old Hickory Boulevard;

THENCE with said northeasterly margin with a curve to the left, 328.34 feet to an iron pin, said curve having a central angle of 06 degrees 31 minutes 12 seconds, a radius of 2,885.32 feet, a tangent of 164.35 feet and a chord of North 28 degrees 51 minutes 08 seconds West, 328.16 feet;

THENCE continuing with said northeasterly margin North 32 degrees 06 minutes 44 seconds West, 827.80 feet to an iron pin;

THENCE continuing with said northeasterly margin with a curve to the right 75.00 feet to an iron pin in the southeasterly margin of Hermitage Woods Drive, said curve having a central angle of 85 degrees 56 minutes 37 seconds, a radius of 50.00 feet, a tangent of 46.58 feet and a chord of North 10 degrees 51 minutes 50 seconds East, 68.16 feet;

THENCE with said southeasterly margin with a curve to left 118.71 feet to a concrete monument, said curve having a central angle of 23 degrees 26 minutes 33 seconds, a radius of 290.14 feet, a tangent of 60.20 feet and a chord of North 42 degrees 06 minutes 52 seconds East, 117.88 feet;

THENCE leaving said southeasterly margin, South 85 degrees 11 minutes 51 seconds East, 191.27 feet to the point of beginning.
Containing 492,231 square feet of 11.30 acres, more or less.

Being the same property conveyed to DAVCO-O.H. BLVD. PPOPERTIES, a Tennessee Joint Venture, by deed dated November 15, 1993 from R. Chancellor Allen and Roy S. Jones, of record in Book 9159, Page 798, Register's Office of Davidson County, Tennessee.

Included in the above described property, but excluded from this conveyance is property condemned from Grantors by the Tennessee Department of Transportation; said property being known as Tract 17, and being part of the State Project 19008-2153-44, Federal Project IR-40-5(87)221. The description of same follows:

Beginning at a concrete monument in the southeasterly margin of Hermitage Woods Drive, THENCE South 85 degrees 11 minutes 51 seconds East, a distance of 52 feet, THENCE South 02 degrees 47 minutes 24 seconds East 110 feet; THENCE South 11 degrees 58 minutes 26 seconds West 87.992 feet; THENCE South 61 degrees 31 minutes 29 seconds West 100 feet to a point in the east margin of S.R. 45 (Old Hickory Boulevard); THENCE northwesterly with said margin 125 feet; THENCE with a curve to the right 75 feet to an iron pin in the southeasterly margin of Hermitage Woods Drive,

said curve having a central angle of 85 degrees 56 minutes 37 seconds, a radius of 50 feet, a tangent of 46.58 feet and a chord of North 10 degrees 51 minutes 50 seconds East, 68.16 feet, THENCE with a curve to the left 118.71 feet to the point of beginning at a concrete monument in the southeasterly margin of Hermitage Woods Drive, said curve having a central angle of 23 degrees 26 minutes 33 seconds, a radius of 290.14 feet, a tangent of 60.20 feet and a chord of North 42 degrees 06 minutes 52 seconds East, 117.88 feet. Said property containing 0.652 acre, more or less.

EXHIBIT B

ENCUMBRANCES

1. General or special taxes and assessments required to be paid in the year 2017 and subsequent years for Map-Par. 086-00-0-355.00.
2. Matters shown on the Plans of record in Book 4860, Pages 62-64, Register's Office for Davidson County, Tennessee as follows:
   a. 24' access easement titled Raintree Drive;
   b. 18' access easement titled Raintree Court;
   c. 18' access easement title Raintree Place;
   d. 30' minimum building setback line on north, south, west and east sides of the property; and
   e. 8' sewer easement on northwest corner.
3. Declaration of Covenants and Restrictions contained in instrument of record in Book 4743, Page 258 and amended in Book 5546, Page 493, said Register's Office.
4. Agreement for Dedication of Sanitary Sewer Easement of record in Book 5193, Page 821, said Register's Office.
5. Anchor Easement of record in Book 5578, Page 752, said Register's Office.
6. Easement of record in Book 9418, Page 950, said Register's Office.

EXHIBIT C

WRITTEN CONSENT

DAVCO –O.H. BLVD. PROPERTIES

ACTION BY WRITTEN CONSENT

JULY 12, 2017

The undersigned, being all of the partners (the "Partners") of Davco-O.H. Blvd. Properties, a joint venture, also sometimes known as Davco-O.H. Blvd. Properties, a general partnership (the "Company"), execute this action by written consent pursuant to the laws of the State of Tennessee, and hereby authorize, approve, and consent to the voting by written consent of all partners of the Company on the matters set forth below, and hereby authorize, approve, adopt and vote in favor of the following actions and resolutions:

WHEREAS, recognizing that ECG Hermitage, LP, a Tennessee limited partnership, (the "ECG Hermitage"), intends to purchase certain unimproved property in connection with ECG Hermitage's construction of a 266-unit (plus one (1) manager's unit) affordable housing development to be known as Hermitage Flats and to be located in Hermitage, Davidson County, Tennessee (the "Project");

WHEREAS, pursuant to deed of record at Deed Book 9159, Page 798, Davidson County, Tennessee Register of Deeds (the "Deed") the Company currently owns certain unimproved property identified as Tax Parcel Number 355 on Tax 86, comprised of approximately 10.68 acres (the "Property"), which Property ECG Hermitage intends to purchase in connection with its construction of the Project;

WHEREAS, Davco-O.H. Blvd. Properties, a joint venture, Grantee under the Deed, and Davco-O.H. Blvd. Properties, a general partnership, are one and the same;

WHEREAS, the Company desires to sell the Property to ECG Hermitage as set forth more fully herein.

NOW, THEREFORE, BE IT RESOLVED, that the Company is hereby authorized and directed to sell the Property for the sale price of $1,850,000.00 pursuant the terms and conditions of that certain Agreement for the Sale and Purchase of Real Property dated May 19, 2016, by and between the Company, as seller, and ECG Acquisitions, LLC ("ECG Acquisitions"), an affiliate of ECG Hermitage, as buyer, as assigned to ECG Hermitage pursuant to that certain Assignment of Agreement for the Sale and Purchase of Property dated August 3, 2016, by and between ECG Acquisitions, as assignor, and ECG Hermitage, as assignee, and as amended by that certain First Amendment to Purchase Agreement for the Sale and Purchase of Real Property dated January 12, 2017 (as assigned and amended, the "Purchase Agreement");

FURTHER RESOLVED, that the Company is hereby authorized and directed to negotiate, execute, deliver and perform any and all documents, instruments and agreements necessary or required to effectuate the Purchase Agreement substantially in the form of those presented to the undersigned, and such other documents or agreements contemplated thereunder or in connection therewith as may be necessary (collectively, the "Conveyance Documents");

FURTHER RESOLOVED, that the form, terms and provisions of the Conveyance Documents are hereby in each and every respect approved, ratified and confirmed, and each and every transaction effected or to be effected pursuant to, and in substantial accordance with, the terms of the Conveyance Documents and each and every document contemplated therein, are hereby in each and every respect authorized, approved, ratified and confirmed;

FURTHER RESOLVED, that Roy S. Jones, who holds a forty-seven percent (47%) interest in the Company, and R. Chancellor Allen, who holds a fifty-three percent (53%) interest in the Company, as the only partners of the Company, acting individually or together in concert, and/or any other person or persons designated and authorized so to act by the Partners (individually and collectively an "Authorized Representative"), is hereby authorized and directed to negotiate, execute, deliver and perform the Conveyance Documents on behalf of the Company, and the authorization of the Company to enter into the Conveyance Documents, and the execution and delivery of any of the foregoing by an Authorized Representative in the name and on behalf of the Company, in the form as so executed and delivered is hereby approved, ratified and confirmed; and

FURTHER RESOLVED, that any and all other actions heretofore taken by an Authorized Representative for the Company, whether prior to or after the date hereof, which are in conformity with the purposes and intents of the foregoing resolutions are hereby approved, ratified and confirmed in all respects.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has executed these Resolutions as of the date set forth above.

PARTNERS:



R. Chancellor Allen



Roy S. Jones