This Instrument Prepared By:
Adam J. Sigman and
Robert Baugh
Sirote & Permutt, PC
2311 Highland Avenue South
Birmingham, Alabama 35205

Karen Johnson Davidson County
Batch# 297601 DEEDWARRSP
10/08/2019 11:03:30 AM 8 pgs
Fees: $43.00 Taxes: $211,344.00
20191008-0102972

Name and Address of New Owner:	**Send Tax Bills To:**	**Map and Parcel No.:**
CF Rivertop Multifamily DST c/o Hamilton Zanze & Company The Presidio of San Francisco 37 Graham Street, Suite 200B San Francisco, CA 94129-0454	CF Rivertop Multifamily DST c/o Hamilton Zanze & Company The Presidio of San Francisco 37 Graham Street, Suite 200B San Francisco, CA 94129-0454	101 00 0 161.00 & 102 00 0 006.00

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF Ten Dollars ($10.00) and other good and valuable consideration, the receipt and legal sufficiency of all of which hereby are acknowledged, **RIVERTOP RESIDENCES, LLC**, a Delaware limited liability company, having an address of 2204 Lakeshore Drive, Suite 450, Birmingham, Alabama 35209 (herein "Grantor"), does hereby bargain, sell, transfer and convey unto **CF RIVERTOP MULTIFAMILY DST**, a Delaware statutory trust, having an address of c/o Hamilton Zanze & Company, The Presidio of San Francisco, 37 Graham Street, Suite 200B, San Francisco, California 94129-0454 (herein "Grantee"), the land and all improvements thereon described on **Exhibit "A"** attached hereto and made a part hereof (collectively, the "Property"), subject to all matters shown on **Exhibit "B"** attached hereto and made a part hereof (the "Permitted Exceptions"). This is improved property known as 5820 River Road, Nashville, Tennessee 37209.

TO HAVE AND TO HOLD the aforesaid Property unto Grantee, its successors and assigns, forever in fee simple.

Grantor covenants that Grantor has full power and lawful authority to sell and convey the Property and, subject to the exceptions set forth on **Exhibit "B"** attached hereto, will warrant and defend the title against all persons claiming by, through or under Grantor, but not further or otherwise and subject, however, to the Permitted Exceptions.

SOURCE OF TITLE: Special Warranty Deed recorded in Instrument No. 20161228-0135985, Register's Office for Davidson County, Tennessee.

[*Signatures on following pages*]

4th **IN WITNESS WHEREOF,** Grantor has executed this instrument to be effective as of the day of October, 2019.

RIVERTOP RESIDENCES, LLC, a Delaware limited liability company

By: Rivertop Partners, LLC, an Alabama limited liability company
Its Manager

By: LIV Rivertop, LLC, an Alabama limited liability company
Its Sole Manager

By: _____
Robert B. Crumpton, III
Its Manager

State of Alabama
County of Jefferson

This instrument was acknowledged before me this 27th day of September, 2019, by Robert B. Crumpton, III, with whom I am personally acquainted or who proved himself on the basis of satisfactory evidence, in his capacity as Manager of LIV Rivertop, LLC, an Alabama limited liability company and the Sole Manager of Rivertop Partners, LLC, an Alabama limited liability company and the Manager of Rivertop Residences, LLC, a Delaware limited liability company, on behalf of such limited liability company.

(Seal)

CRYSTAL HEDGSPETH HOLMES
MY COMMISSION EXPIRES
OCTOBER 2, 2020
NOTARY PUBLIC
STATE OF ALABAMA

_____
(Signature Notary)
My Commission Expires:

STATE OF ALABAMA NOTARY PUBLIC
CRYSTAL HEDGSPETH HOLMES
My Commission Expires
October 2, 2020

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STATE OF Alabama)
COUNTY OF Jefferson)

I, Robert B. Crumpton III, hereby swear or affirm that, to the best of my knowledge, information and belief, the actual consideration for this transfer, or the value of the property transferred, whichever is greater, is $57,120,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this 27th day of September, 2019.

Notary Public

My Commission Expires:

[SEAL]

CRYSTAL HEDGSPETH HOLMES
My Commission Expires
October 2, 2020

CRYSTAL HEDGSPETH HOLMES MY COMMISSION EXPIRES OCTOBER 2, 2020 NOTARY PUBLIC STATE OF ALABAMA

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EXHIBIT "A"

LEGAL DESCRIPTION

Land lying in the Thirty-Fifth Councilmanic District of Nashville, Davidson County, Tennessee being the same property conveyed to William E. Kantz Jr. of record in Instrument 20050316-0028969 and Instrument 20050316-0028970 R.O.D.C. a portion of the hereon described tract being Lot 6 of the Plumlee Farms Subdivision of record in Plat Book 5050, Page 88, R.O.D.C. and Lot 5 and parts of Lots 3 and 4 on the map of Plumlee Farm on River Road, not of record, and further being the same property conveyed to Rivertop Residences, LLC, by Special Warranty Deed of record in Instrument Number 20161228-0135985, subject to matters of plat filed by Rivertop Residences, LLC, subsequent to the filing of such Special Warranty Deed;

and being more particularly described as follows:

Beginning at an iron pin (old) lying in the northerly margin of River Road (R.O.W. Varies) being the southwesterly corner of the herein described tract;

Thence, along or near the easterly line of Eller & Olsen Stone Co. of record in Deed Book 4395, Page 827, R.O.D.C. the next (2) two courses and distances:

Thence, North 03°45'17" East, a distance of 765.46 feet to an iron pin (old);

Thence, North 03°45'01" East, a distance of 637.07 feet to an iron pin (set);

Thence, along or near the southerly and easterly lines of Lot 6a and 6b of Plumlee Farms Subdivision of record in Plat Book 5050, Page 88, R.O.D.C. the next (5) five courses and distances:

Thence, North 89°59'51" East, a distance of 236.31 feet to an iron pin (set);

Thence, South 01°03'55" East, a distance of 188.62 feet to an iron pin (set);

Thence, South 78°44'00" East, a distance of 200.00 feet to an iron pin (old);

Thence, North 03°45'53" East, a distance of 580.00 feet to an iron pin (set);

Thence, North 03°50'45" East, a distance of 245.00 feet to the approximate Low Water Mark of the Cumberland River;

Thence, along or near said Low Water Mark South 80°12'06" East, a distance of 1045.64 feet to an iron pin (set);

Thence, along or near the westerly line of Tracy R. Wallace, etux/instrument of record in Deed Book 9475, Page 937, R.O.D.C. the next (4) four courses and distances:

Thence, South 07°15'07" West, passing a witness pin at 206.22 feet for a total distance of 1134.00 feet to an iron pin (old);

Thence, South 22°03'53" East, a distance of 126.20 feet to a 1" iron pipe (old);

Thence South 02°27'07" West, a distance of 91.50 feet to an iron pin (set);

Thence, South 25°15'32" West, a distance of 227.33 feet to a 1" iron pipe (old);

Thence, along or near the westerly line of Matthew D. Holifield, ETUX the next (3) three courses and distance:

Thence, South 32°07'32" West, a distance of 155.26 feet to an iron pin (old);

Thence, South 00°28'59" West, a distance of 11.92 feet to an iron pin (old);

Thence, South 34°34'56" West, a distance of 72.43 feet to an iron pin (set);

Thence, along or near the northerly and westerly line of Jerry Ham, ETUX of record in Deed Book 5968, Page 192, R.O.D.C. the next (2) two courses and distances:

Thence, North 55°36'41" West, a distance of 179.35 feet to an iron pin (old);

Thence, South 34°57'09" West, a distance of 268.75 feet to an iron pin (set);

Thence, along or near the northerly margin of River Road the next (7) seven courses and distances:

Thence, North 83°43'38" West, a distance of 136.49 feet to an iron (set);

Thence, North 84°58'59" West, a distance of 61.73 feet to an iron pin (set);

Thence along a curve to the left having a radius of 1221.58 feet a central angle of 9°28'23" and being subtended by chord being of North 89°43'11" West, a distance of 201.74 feet and an arc length of 201.97 feet to an iron pin (set);

Thence, along a curve to the right having a radius of 1293.54 feet and a central angle of 7°17'51" and being subtended by chord being of North 89°11'33" East, a distance of 164.64 feet and an arc length of 164.75 feet to an iron pin (set);

Thence, North 87°09'32" West, a distance of 39.81 feet to an iron pin (set);

Thence, North 87°20'40" West, a distance of 195.39 feet to an iron pin (set);

Thence, North 85°53'18" West, a distance of 192.30 feet to the Point of Beginning.

EXHIBIT "B"

Permitted Exceptions

1. County of Davidson taxes for the year 2019 and subsequent years, a lien not yet ascertainable, due or payable.
2. All matters as set forth per boundary plat of record in Plat Book 5050, Page 88, Register's Office for Davidson County, Tennessee.
3. Easement of record in Book 5228, Page 274, Register's Office for Davidson County, Tennessee.
4. Electric Permit of record in Book 5262, Page 445, Register's Office for Davidson County, Tennessee.
5. Utility Easement of record in Instrument 200011090111402, Register's Office for Davidson County, Tennessee.
6. Declaration of Restrictions and Covenants for Stormwater Facilities and Systems of record in Instrument 201703210027399, Register's Office for Davidson County, Tennessee.
7. Conservation Easement and Restrictive Covenant of record in Instrument 201703210027496, Register's Office for Davidson County, Tennessee.
8. Water and Sanitary Sewer Line Easement Agreement of record in Instrument 201709070091945, Register's Office for Davidson County, Tennessee.
9. Title to any portion of said land lying in the bed or banks of the Cumberland River, the rights of upper and lower riparian owners to the free and unobstructed flow of the water of said Cumberland River, without diminution or pollution, and the consequence of any past or future change in the location of said Cumberland River.
10. Grantor does hereby establish, impose, declare, restrict and subject the Property to the following restrictive covenant ("Restrictive Covenant"): The Property shall not be converted to a condominium form of ownership or cooperative development (or any future derivative of either of the foregoing) until the later of (y) the expiration of the four (4) year Statute of Repose pursuant to Tenn. Code Ann. §28-3-202, or (z) one (1) year from the date of any injury or damage to person or property, if any, occurring during the fourth (4^{th}) year of the Statute of Repose.

    Notwithstanding anything herein to the contrary, in the event of the violation or breach of the Restrictive Covenant, the Grantor and its successors and assigns shall not have any right of reversion or repurchase of the Property and/or the improvements located thereon as a remedy.

    If any "Lender" (as defined herein) succeeds to the interest of Grantee or any successor owner of the Property prior to the expiration of the Restrictive Covenant and, in any event, regardless of whether Lender permitted or consented to any condominium conversion, (1) Lender's liability with respect to the Restrictive Covenant shall be limited solely to breaches of such covenants occurring during the period during which Lender (or its affiliates, which includes any special servicer or receiver acting for or on behalf of Lender or its affiliates) has ownership of the Property; (2) Lender under any mortgage or the trustee or beneficiary under any deed of trust shall not be liable for any act or omission or indemnification obligation of any prior owner (including Grantee) or any subsequent owner of the Property. For the purposes hereof, "Lender" shall be defined to mean any existing or future mortgagee holding a mortgage or deed of trust on the Property or any portion thereof, any of its affiliates, and any special servicer or receiver acting for or on behalf of Lender or its affiliates (as applicable) and any person or entity that acquires title to the Property as the result of the exercise of any remedy under any such mortgage or deed of trust; provided, however, that the term "Lender" shall not include any party who acquires the Property as a bona fide third party transferee of such Lender or any prior or subsequent owner of all or any portion of the Property. Lender's liability hereunder is limited solely to its interest in the Property. Lender (including its affiliates) shall not have any liability for permitting or consenting to any

condominium conversion (whether by Grantee or any other party). Nothing herein shall be deemed to impose any notice obligations on Lender.

True Copy Certification

I, Sandra S. Jackson, do hereby make oath that I am 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.

State of Tennessee

County of Rutherford

Personally appeared before me, Robyn DuBray, a notary public for this county and state, Sandra S. Jackson, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Robyn DuBray, Notary

My Commission Expires: 2/15/2021

ROBYN DUBRAY
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY
My Commission Expires