RESPONSIBLE TAXPAYER:
NAME OF NEWOWNER:
Waterleaf at Antioch Apartments, LLC
c/o Graycliff Capital Development, LLC
200 East Broad Street. Suite 220
Greenville, SC 29601

THIS INSTRUMENT PREPARED BY:

Robbins, Kelly, Patterson & Tucker
7 W. 7th Street, Suite 1400
Cincinnati, Ohio 45202

Tax Map and Parcel Number: Map 163, Parcel 416

SPECIAL WARRANTY DEED

THIS INDENTURE made as of this 13 day of January, 2020, between **FR3, LLC**, a Tennessee limited liability company, First Party, and **WATERLEAF AT ANTIOCH APARTMENTS, LLC**, a South Carolina limited liability company, Second Party;

W I T N E S S E T H :

THAT SAID FIRST PARTY, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS, and other good and valuable consideration, to it in hand paid by said Second Party, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and does by these presents grant, bargain, sell and convey unto Second Party, the real property described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

with the hereditaments and appurtenances thereto appertaining, hereby releasing all claims therein. TO HAVE AND TO HOLD the same unto the Second Party, its successors and assigns, together with all of the rights and interest thereunto belonging, in fee simple.

The First Party covenants that it is lawfully seized in fee simple of the premises; that it has a good and lawful right to sell and convey the same; and that said property is free and clear and unencumbered, with the exception of the 2020 taxes, which will be prorated as of the date of closing, and which Second Party assumes and agrees to pay; and the matters set forth in **Exhibit "B"** attached hereto and made a part hereof, and any and all other matters herein recited.

The First Party further covenants that it will warrant and defend the title to said premises unto the Second Party, its successors and assigns, against the lawful claims of all parties claiming by, through, or under the First Party, but no further or otherwise.

Whenever in this instrument a pronoun is used it shall be construed to represent either singular or plural, or the masculine, feminine or neuter gender, as the case may demand.

Karen Johnson Davidson County
Batch# 342771 DEEDWARRSP
01/14/2020 08:28:30 AM 6 pgs
Fees: $33.00 Taxes: $16,280.00
20200114-0004733

IN WITNESS WHEREOF, the said First Party has caused this instrument to be executed as of the day and year first above written.

FR3, LLC, a Tennessee limited liability company

By: _____
Bernard G. Freeland, Manager

STATE OF TENNESSEE
COUNTY OF Davidson

Before me, a Notary Public in and for the state and county aforesaid, personally appeared Bernard G. Freeland, to me known (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Manager of FR3, LLC, the within-named bargainor, a Tennessee limited liability company, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as Manager.

WITNESS my hand at office this 13th day of January, 2020.

_____
Notary Public
My Commission Expires: 6/21/2021

JODEAN M. KING
STATE OF TENNESSEE NOTARY PUBLIC
ROBERTSON COUNTY

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is $4,400,000.

Affiant _____.

Subscribed and sworn to before me this 8 day of January 2020.

My Commission Expires:
August 22, 2024

Notary Public

(AFFIX SEAL)

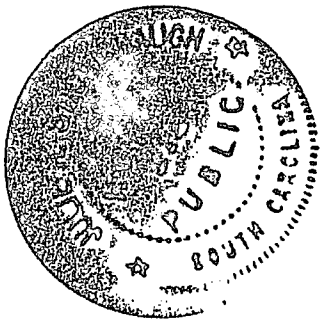


EXHIBIT "A"

Legal Description

The land referred to herein below is situated in the County of Davidson, State of Tennessee, and described as follows:

Land in Davidson County, Tennessee,

Part of Lot 1 Final Plat of the 1st Revision Crossings Circle ROW Abandonment, as recorded in Instrument Number 200908110075703, Register's Office Davidson County, Tennessee ("RODC"), such tract being bounded on the north by the CSX Railroad right of way ("ROW"); on the east by Old Franklin Road; and on the south and west by the remainder of said Lot 1, also being the lands of Antioch Properties, LLC, as recorded in Instrument Number 200910200096910, RODC; such tract being described as follows:

Beginning at an iron rod (new) on the southern ROW of said CSX Railroad and western ROW of said Old Franklin Road; thence along said Old Franklin Road ROW South 38° 49' 29" West 638.89 feet to an iron rod (new); thence with a curve to the right having a central angle of 24° 11' 24", a length of 301.48 feet, a radius of 713.94 feet, a tangent of 153.02 feet, and a chord bearing and distance of South 50° 55' 19" West, 299.25 feet to an iron rod (old); thence South 63° 01' 09" West 129.26 feet to an iron rod (old); thence leaving said Old Franklin Road ROW with the centerline of a meandering creek North 52° 40' 52" West 186.30 feet to a point; thence North 60° 21' 24" West 104.55 feet to a point; thence, North 76° 18' 14" West 132.76 feet to a point; thence North 54° 52' 30" West 86.53 feet to a point; thence North 72° 41' 45" West 38.05 feet to an iron rod (old); thence leaving said centerline of the creek with a new line North 07° 17' 44" East 229.15 feet to an iron rod (old); thence North 23° 29' 58" East 715.05 feet to an iron rod (new) on the southern ROW of said CSX railroad; thence along said CSX Railroad ROW South 66° 30' 02" East 991.13 feet to the point of beginning, containing 795,692 square feet, or 18.26 acres, more or less, according to the survey by Robert M. Searson, Tennessee Registered Land Surveyor No. 1666, dated July 1, 2011.

Being a portion to the same property conveyed to FR3, LLC (previously known as Freeland Realty 3, LLC), a Tennessee limited liability company from Crews Crossings, LLC, a Tennessee limited liability company by Special Warranty Deed of record in Instrument No. 201108010058549, in the Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

Permitted Exceptions

1. Taxes and assessments for the year 2020 and subsequent years, not yet due and payable.
2. All matters shown on plat of record in Book 7900, page 229 and Instrument No. 200908110075703, in the Register's Office of Davidson County, Tennessee.
3. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage from Atlas Realty Company and Hickory Downs Ltd to Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 7154, page 308, in the Register's Office of Davidson County, Tennessee.
4. Terms and provisions of Declaration of Protective Covenants and Owners Association for Hickory Downs, by Hickory Hollow, Limited, a Tennessee limited partnership; Hickory Downs Venture, a Texas joint venture composed of American General Realty Investment Corporation, a Texas corporation; Hickory Downs Ltd., a Tennessee limited partnership, of record in Book 7963, page 145, as re-recorded in Book 7966, page 60; as further amended by Amendment to Declaration of Protective Covenants and Owners Association for The Crossings at Hickory Hollow (formerly known as Hickory Downs) of record in Book 8085, page 402; as further amended by Second Amendment to Declaration of Protective Covenants and Owners Association for The Crossings at Hickory Hollow of record in Book 9730, page 957; as further amended by Supplemental Declaration of Protective Covenants of record in Book 10722, page 95; as further amended by Acknowledgment Regarding Supplemental Declaration of Protective Covenants of record in Instrument No. 200007250073371; as further assigned by Assignment of Developer's Rights of record in Instrument No. 200907240069584; as further amended by Amendment to Declaration of Protective Covenants and Owners Association for The Crossings at Hickory Hollow of record in Instrument No. 200910200096901; as further assigned by Assignment of Developer's Rights of record in Instrument No. 201108010058551; as amended by Instrument No. 201907180070423, in the Register's Office of Davidson County, Tennessee.
5. Easement Deed of record in Instrument No. 201401140003779, in the Register's Office for Davidson County, Tennessee.
6. That portion of the land embraced within the bounds of any public road or thoroughfare.
7. Easement for the flow of the waters of a creek, and the rights of the public therein.
8. Rights of upper and lower riparian owners to the flow of the waters of a creek, free from diminution or pollution.
9. Changes in the boundary of the land resulting from erosion or accretion caused by the flow of a creek.
10. Zoning and building restrictions and other laws, ordinances and regulations of governmental bodies having jurisdiction over the subject property

True Copy Certification

I, Jay H. Smith, 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 therewith and that this is a true and correct copy of the original documents executed and authenticated according to law.

Signature

State of Tennessee

County of Davidson

Personally appeared before me, Jodean M. King, a notary public for this county and state, Jay H. Smith 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: 6/21/2021

Notary Seal:

