Karen Johnson Davidson County
Batch# 769227 DEEDWARRSP
12/07/2021 11:09:30 AM 8 pgs
Fees: $43.00 Taxes: $111,185.00
20211207-0161986

This instrument prepared by:
Ann Peldo Cargile
Bradley
Roundabout Plaza
1600 Division Street
Suite 700
Nashville, TN 37203

SPECIAL WARRANTY DEED

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBER(S)
Meridian Land Owner, LLC 1601 S. MoPac Expwy, Suite D-175 Austin, Texas 78746 Attn: Brent D. Heath	Meridian Land Owner, LLC 1601 S. MoPac Expwy, Suite D-175 Austin, Texas 78746 Attn: Brent D. Heath	082-07-0-208.00 082-11-0-009.00 082-11-0-040.00

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **RIVERCHASE HOLDINGS, LP**, a Texas limited partnership (herein referred to as "**Grantor**") has this day bargained and sold and, by these presents, does hereby transfer and convey unto **MERIDIAN LAND OWNER, LLC**, a Delaware limited liability company (herein referred to as "**Grantee**"), its heirs and assigns, forever, the following described tract or parcel of land located in Davidson County, Tennessee, to wit:

> That certain real property located in Nashville, Davidson County, Tennessee, as described on Exhibit A attached hereto and incorporate herein (the "**Property**").

TO HAVE AND TO HOLD said tract or parcel of land together with all the improvements thereon and the appurtenances thereunto belonging unto the said Grantee, its heirs and assigns, in fee simple, forever.

GRANTOR COVENANTS with the said Grantee that Grantor is lawfully seized and possessed of said Property, that Grantor has a good and lawful right to sell and convey the same, and that the Property is free from any lien or encumbrances, except for applicable zoning and building regulations, all visible easements, restrictions and limitations of record, the encumbrances set forth on Exhibit B attached hereto and incorporated herein, and 2021 real estate taxes, which are to be prorated.

GRANTOR FURTHER COVENANTS with the said Grantee and binds itself, its heirs/successors and assigns, to warrant and forever defend the title thereto of said tract or parcel of land to the said Grantee, its heirs and assigns, against the lawful claims and demands of all persons whomsoever.

ALL warranties of Grantor herein contained are expressly limited to those persons or parties claiming by, through or under Grantor.

[*SIGNATURE PAGE FOLLOWS*]

STATE OF TEXAS

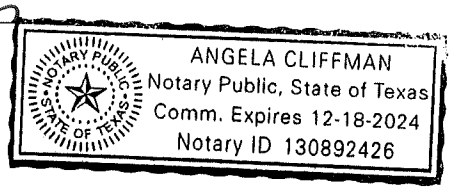
COUNTY OF TRAVIS

I, the undersigned, hereby affirm that the actual consideration for this transfer is $ 30,050,000.00.

Subscribed and sworn to before me, this 2 day of December, 2021.

Angela Cliffman

NOTARY PUBLIC



My Commission Expires:

12/18/2024

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed the 2nd day of December, 2021, to be effective as of December 2, 2021.

GRANTOR:

RIVERCHASE HOLDINGS, LP,
a Texas limited partnership

By: Riverchase Holdings GP, LLC,
a Texas limited liability company,
Its General Partner

By: _____
Name: Matt Mathias
Title: Manager

[*Signature Page to Special Warranty Deed (RiverChase)*]

STATE OF TEXAS

COUNTY OF TRAVIS

Personally appeared before me, Angela Cliffman, a Notary Public for the state and county aforesaid, Matt Mathias, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the manager of Riverchase Holdings GP, LLC, a Texas limited liability company, the general partner of Riverchase Holdings, LP, a Texas limited partnership the maker, and is authorized by the maker to execute this instrument on behalf of the maker.

WITNESS my hand and seal at office this 2 day of December, 2021.

Angela Cliffman

NOTARY PUBLIC

My Commission Expires:

12/18/2024

ANGELA CLIFFMAN
Notary Public, State of Texas
Comm. Expires 12-18-2024
Notary ID 130892426

[*Signature Page to Special Warranty Deed (RiverChase)*]

EXHIBIT A

Legal Description of Property

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 Holdings, LP, a Texas limited partnership by Warranty Deed dated 06/30/2017 from Riverchase Apartments TN, LLC, a Delaware limited liability company of record in Instrument 201707050067323, Register's Office for Davidson County, Tennessee.

EXHIBIT B

Permitted Exceptions

1. 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 of the ALTA Commitment for Title Insurance (Commitment No. 01288-47034) issued by Stewart Title Guaranty Company and dated as of March 12, 2021. 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.

2. All matters as set forth per Plat Book 4175, Page 35, Register's Office for Davidson County, Tennessee.

3. Declaration of Land Use Restrictive Covenants for Low-Income Housing Tax Credits of record in Instrument 200212230157921, Assignment and Assumption of Land Use Restrictive Covenants of record in Instrument201402140013299, and in Instrument 201707050067327, as affected by Partial Release of Liens and Obligations of record in Instrument 201901220005993, Register's Office for Davidson County, Tennessee.

4. Easements retained by the Metropolitan Government of Nashville and Davidson County Tennessee under Bill No. 064-257, Bill No. 066-856 and Bill No. 099-1704, of record in the Metropolitan Clerk's Office.

5. Agreement for Dedication of Easement for Storm Sewers and/or Sanitary Sewers of record in Book 4621, Page 682, Register's Office for Davidson County, Tennessee.

6. Permanent Easement and Right of Way for Street Purposes of record in Book 4793, Page 958, Register's Office for Davidson County, Tennessee.

7. Grant of Easement of record in Instrument 201509110092388, Register's Office for Davidson County, Tennessee.

8. Lack of direct right of access to and from Dickerson Pike, also known as US Highway 41 and US Highway 31W, a controlled access highway.

9. Subject to the rights of tenants in possession of the property, as tenants only, under any unrecorded leases.

10. Any rights, easements, interests or claims which may exist by reason of or reflected by the following facts shown on that certain ALTA/NSPS Land Title Survey conducted by J. Alan Cummings, TN RLS No. 2351, Crawford & Cummings, P.C., 1929 21st Ave. South, Nashville, TN 37212, dated 06/04/2021, last revised 06/04/2021:

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. Asphalt encroaches eastern property line 4.4'

e. 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.

11. County of Davidson taxes for the year 2022 and subsequent years, a lien not yet ascertainable, due or payable. All prior years are paid.

CERTIFICATE OF AUTHENTICITY

I, Jennifer D Stacy do hereby make oath that I am a licensed attorney and/or custodian of the original version of the electronic document tendered for registration herewith, and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on December 2, 2021.

Affiant
Date: 12/3/2021

STATE OF TENNESSEE
COUNTY OF Williamson

Sworn to and subscribed before me this 3rd day of December, 2021

Notary Public

My Commission Expires: 1/6/25

KATHERINE ANN HEDRICK
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY