Karen Johnson Davidson County
Batch# 793935 DEEDWARRSP
01/21/2022 02:39:30 PM 9 pgs
Fees: $48.00 Taxes: $212,195.00
20220121-0008240

| SPECIAL WARRANTY DEED | STATE OF TENNESSEE)<br>COUNTY OF _____)<br><br>I hereby swear or affirm that the actual consideration or value, whichever is greater, for this transaction is $57,350,000.<br><br>_____<br>Affiant<br><br>Subscribed and sworn to before me, this 10th day of January, 2022.<br><br>_____<br>Notary Public<br><br>DEBORAH NAN KORMAN<br>Notary Public, State of New York<br>No. 02K05074908<br>Qualified in Nassau County<br>Commission Expires Mar. 24, 2024<br><br>My Commission Expires: _____ |
|---|---|

| Address New Owner: | Map-Parcel Numbers: | Send Tax Bills To: |
|---|---|---|
| Sunroad Brentwood Oaks Apartments, LLC<br>8620 Spectrum Center Blvd., Suite 1100<br>San Diego, CA, 92123 | Map/Parcel Nos.: 172-000-113.00,<br>172-020-100.00, and 172-000-266.00 | Sunroad Brentwood Oaks Apartments, LLC<br>8620 Spectrum Center Blvd., Suite 1100<br>San Diego, CA, 92123 |

This instrument prepared by: Chris Raybeck, Esq., Spencer Fane Bone McAllester, 511 Union Street, Suite 1000, Nashville, TN 37219.

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 all of which are hereby acknowledged, **Brentwood General Partnership**, a Tennessee general partnership, successor by merger to Brentwood Oaks Apartment, L.P., a Tennessee limited partnership (the "Grantor"), has bargained and sold, and by these presents transfers and conveys to **Sunroad Brentwood Oaks Apartments, LLC**, a Delaware limited liability company (the "Grantee"), and Grantee's successors and assigns, forever, the real property described on **Schedule 1**, which is attached hereto and incorporated herein by reference (the "Land"), together with all buildings, structures and other improvements of any and every nature located on the Land and all fixtures attached or affixed to the Land or to any such buildings, structures or other improvements and all of Grantor's interest, if any, in the land lying

beneath the public roads and public rights-of-way adjoining the Land, all privileges, rights, easements, claims of adverse possession, rights of way and easements now or hereafter belonging or pertaining to any of the foregoing, including any portion thereof located in any neighboring rights of way, streets, or strips, all development rights, air rights, wind rights, water rights, riparian rights and water stock relating to the real property, and all other rights, benefits, licenses, interests, privileges, easements, tenements, and hereditaments appurtenant to such real property or used in connection with the beneficial use and enjoyment of such real property or any improvements thereon, or in anywise appertaining to such real property or the improvements thereon (collectively with the Land, the "Property").

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the matters described on **Schedule 2**, attached hereto and incorporated herein by reference (collectively, the "Permitted Encumbrances").

This is (i) improved property commonly known as **Brentwood Oaks Apartments, 100 Brentwood Oaks Drive, Nashville, TN 37211**, and (ii) unimproved property commonly known as **0 Woodland Hills Drive, Nashville, TN 37211**.

TO HAVE AND TO HOLD the Property, with all appurtenances, estate, title, and interest thereto belonging unto the Grantee, Grantee's successors and assigns in fee simple forever.

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

Grantor covenants with Grantee that Grantor 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, except for the Permitted Encumbrances.

Grantor covenants with the Grantee, its successors and assigns that the Property is free from all encumbrances, except the Permitted Encumbrances.

Grantor covenants and binds itself, and its successors and assigns, to warrant and forever defend the title to the Property to the Grantee, Grantee's successors and assigns, against the lawful claims and demands of all persons whomsoever claiming by, through or under Grantor, except (i) claims arising under or by virtue of the Permitted Encumbrances, and (ii) Grantor makes no warranty as to the amount of acreage in the Property.

[*Remainder of page left intentionally blank*]

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed this 13th day of January, 2022.

GRANTOR: **BRENTWOOD GENERAL PARTNERSHIP,**
a Tennessee general partnership

By: Brentwood Oaks LLC I,
a Delaware limited liability company, its General Partner

By: SWP Manager LLC, a Delaware limited liability company, its Manager

By: _____
William A. Freydberg,
Vice President

By: Brentwood Oaks LLC II,
a Delaware limited liability company, its General Partner

By: SWP Manager LLC, a Delaware limited liability company, its Manager

By: _____
William A. Freydberg,
Vice President





202201210008240

STATE OF NEW YORK

COUNTY OF NEW
YORK

Before me, Deborah Nan Korman, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared **William A. Freydberg,** 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 Vice President of SWP Manager LLC, the Manager of Brentwood Oaks LLC I and Brentwood Oaks LLC II, the General Partners of the within named bargainor, a Tennessee general partnership, and that he as such Vice President of the Manager of the General Partners of such bargainor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company, by himself in his capacity as Vice President.

Witness my hand seal at office this 10th day of January, 2022.

Notary Public

DEBORAH NAN KORMAN
Notary Public, State of New York
No. 02K05074903
Qualified in Nassau County
Commission Expires Mar. 24, 2024

My Commission Expires:_____

# SCHEDULE 1

# PROPERTY DESCRIPTION

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

BEING A PARCEL OF LAND IN THE FIRST CIVIL DISTRICT OF NASHVILLE, DAVIDSON COUNTY, TENNESSEE LOCATED ON THE SOUTHERLY MARGIN OF OLD HICKORY BOULEVARD 2000 FEET, MORE OR LESS EAST OF MYRTLEWOOD DRIVE, BEING PART OF LOT NO. 1, LOT NO. 2 AND INGRESS-EGRESS EASEMENT AS SHOWN ON THE PLAN OF BRENTWOOD OAKS, SECOND REVISION, OF RECORD IN PLAT BOOK 6900, PAGE 174, R.O.D.C. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN IN THE SOUTHERLY MARGIN OF OLD HICKORY BOULEVARD, AS WIDENED, AT THE INTERSECTION OF THE WESTERLY LINE OF A 50-FOOT WIDE INGRESS-EGRESS EASEMENT, FORMERLY WOODLAND HILLS DRIVE;

THENCE, WITH THE SOUTHERLY MARGIN OF OLD HICKORY BOULEVARD, N 71° 50' 21" E, 64.90 FEET;

THENCE, WITH THE EASTERLY LINE OF SAID 50-FOOT EASEMENT AND A CURVE CONCAVE TO THE SOUTH HAVING A CENTRAL ANGLE OF 42° 31' 01", A RADIUS OF 25.00 FEET AND A CHORD OF S 01° 44' 24" W, 18.13 FEET FOR AN ARC LENGTH OF 18.55 FEET;

THENCE, S 19° 32' 00" E, 20.01 FEET;

THENCE, WITH A CURVE CONCAVE TO THE WEST HAVING A CENTRAL ANGLE OF 13° 18' 51", A RADIUS OF 627.47 FEET AND A CHORD OF S 12° 58' 29" E, 145.48 FEET FOR AN ARC LENGTH OF 145.81 FEET TO AN IRON PIN;

THENCE, LEAVING SAID EASEMENT WITH THE SOUTH LINE OF JOHN A HARRIS, ET. UX., OF RECORD IN DEED BOOK 10403, PAGE 606, R.O.D.C., N 83° 45' 00" E, 223.48 FEET TO A CONCRETE MONUMENT;

THENCE, WITH THE LINE OF CUMBERLAND HEIGHTS FOUNDATION, INC., OF RECORD IN DEED BOOK 11256, PAGE 460, R.O.D.C., S 53° 54' 00" E, 189.44 FEET TO A CONCRETE MONUMENT;

THENCE, N 17° 06' 23" E, 45.95 FEET TO A CONCRETE MONUMENT;

THENCE, N 25° 25' 00" W, 374.35 FEET TO THE SOUTHERLY MARGIN OF OLD HICKORY BOULEVARD;

THENCE, WITH SAID MARGIN, N 64° 41' 34" E, 341.38 FEET;

THENCE, LEAVING SAID MARGIN WITH THE WEST LINE OF R. T. PHILLIPS INVESTMENT CO., INC., OF RECORD IN DEED BOOK 6291, PAGE 245, R.O.D.C., S 14° 56' 11" E, 388.56 FEET TO A CONCRETE MONUMENT;

THENCE, WITH THE LINE OF R. DOUGLAS RICHTES OF RECORD IN DEED BOOK 11654, PAGE 459, R.O.D.C., S 85° 13' 41" E, 166.48 FEET TO A CONCRETE MONUMENT;

THENCE, S 82° 17' 43" E, 216.91 FEET;

THENCE, S 83° 53' 00" E, 90.64 FEET;

THENCE, S 04° 50' 51" W, 1110.00 FEET TO AN IRON PIN;

THENCE, S 06° 58' 16" E, 200.00 FEET TO AN IRON PIN;

THENCE, S 15° 59' 16" E, 273.63 FEET;

THENCE, S 32° 35' 29" E, 230.02 FEET TO AN IRON PIN;

THENCE, WITH THE NORTH LINE OF JACK JAMES, ET. UX., OF RECORD IN DEED BOOK 6757, PAGE 664, R.O.D.C., S 58° 54' 32" W, 9.50 FEET;

THENCE, N 66° 37' 00" W, 143.37 FEET TO A P.K. SPIKE;

THENCE, S 88° 36' 00" W, 124.09 FEET;

THENCE, S 07° 52' 00" W, 25.00 FEET TO A CONCRETE MONUMENT;

THENCE, WITH THE NORTH LINE OF ROBERT T. PHILLIPS OF RECORD IN DEED BOOK 9895, PAGE 988, R.O.D.C., N 88° 33' 29" W, 245.00 FEET TO A CONCRETE MONUMENT;

THENCE, S 03° 23' 03" W, 180.00 FEET TO A CONCRETE MONUMENT;

THENCE, S 89° 23' 47" W, 289.74 FEET TO A CONCRETE MONUMENT;

THENCE, WITH A CURVE CONCAVE TO THE SOUTH HAVING A CENTRAL ANGLE OF 39° 55' 36" AND A RADIUS OF 215.00 FEET AN A CHORD OF S 69° 26' 43" W, 146.81 FEET FOR AN ARC LENGTH OF 149.82 FEET TO A CONCRETE MONUMENT;

THENCE, N 40° 42' 08" W, 50.00 FEET TO A CONCRETE MONUMENT;

THENCE, WITH A CURVE CONCAVE TO THE NORTH HAVING A CENTRAL ANGLE OF 71° 39' 30", A RADIUS OF 100.00 FEET AND A CHORD OF N 13° 34' 07" E, 117.06 FEET FOR AN ARC LENGTH OF 125.05 FEET;

THENCE, N 22° 10' 00" W, 352.00 FEET TO A CONCRETE MONUMENT;

THENCE, WITH A CURVE CONCAVE TO THE SOUTH HAVING A CENTRAL ANGLE OF 26° 40' 00", A RADIUS OF 610.00 FEET AND A CHORD OF N 35° 34' 18" W, 281.35 FEET FOR AN ARC LENGTH OF 283.91 FEET TO A CONCRETE MONUMENT;

THENCE, N 48° 50' 00" W, 346.99 FEET;

THENCE, WITH A CURVE CONCAVE TO THE SOUTH HAVING A CENTRAL ANGLE OF 03° 56' 34", A RADIUS OF 25.00 FEET AND A CHORD OF N 50° 48' 11" W, 1.72 FEET FOR AN ARC LENGTH OF 1.72 FEET TO THE EASTERLY MARGIN OF WOODLAND HILLS DRIVE;

THENCE, WITH SAID MARGIN AND A CURVE CONCAVE TO THE EAST HAVING A CENTRAL ANGLE OF 22° 20' 15", A RADIUS OF 50.00 FEET AND A CHORD OF N 62° 08' 14" E, 19.37 FEET FOR AN ARC LENGTH OF 19.49 FEET;

THENCE, WITH A CURVE CONCAVE TO THE WEST HAVING A CENTRAL ANGLE OF 148° 45' 29", A RADIUS OF 50.00 FEET AND A CHORD OF N 01° 15' 09" E, 96.31 FEET FOR AN ARC LENGTH OF 129.82 FEET TO THE WESTERLY LINE OF

AFOREMENTIONED 50-FOOT INGRESS-EGRESS EASEMENT;

THENCE, CONTINUING WITH THE MARGIN OF WOODLAND HILLS AND A CURVE CONCAVE TO THE SOUTH HAVING A CENTRAL ANGLE OF 101° 45' 31", A RADIUS OF 50.00 FEET AND A CHORD OF S 53° 29' 21" W, 77.58 FEET FOR AN ARC LENGTH OF 88.80 FEET TO THE MOST SOUTHERLY CORNER OF LOT NO. 2;

THENCE, WITH THE SOUTH LINE OF LOT NO. 2, N 47° 43' 06" W, 250.82 FEET TO A CONCRETE MONUMENT;

THENCE, N 23° 48' 54" E, 90.00 FEET TO A NORTHWEST CORNER OF LOT NO. 2;

THENCE, S 85° 55' 23" E, 112.00 FEET TO A CONCRETE MONUMENT;

THENCE, N 17° 44' 47" E, 274.83 FEET TO AN IRON PIN;

THENCE, WITH A CURVE CONCAVE TO THE NORTH HAVING A CENTRAL ANGLE OF 01° 08' 19", A RADIUS OF 1245.65 FEET AND A CHORD OF S 75° 31' 08" E, 24.75 FEET FOR AN ARC LENGTH
OF 24.75 FEET TO AN IRON PIN;

THENCE, S 75° 42' 29" E, 130.24 FEET TO AN IRON PIN;

THENCE, WITH A CURVE CONCAVE TO THE NORTH HAVING A CENTRAL ANGLE OF 90° 00' 00", A RADIUS OF 25.00 FEET AND A CHORD OF N 59° 17' 31" E, 35.36 FEET FOR AN ARC LENGTH OF 39.27 FEET TO AN IRON PIN;

THENCE, N 14° 17' 31" E, 56.79 FEET TO AN IRON PIN;

THENCE, WITH A CURVE CONCAVE TO THE WEST HAVING A CENTRAL ANGLE OF 10° 45' 00", A RADIUS OF 905.00 FEET AND A CHORD OF N 08° 57' 04" E, 169.55 FEET FOR AN ARC LENGTH OF 169.80 FEET TO A CONCRETE MONUMENT;

THENCE, N 03° 32' 00" E, 146.86 FEET TO A CONCRETE MONUMENT;

THENCE, WITH A CURVE CONCAVE TO THE WEST HAVING A CENTRAL ANGLE OF 23° 04' 00", A RADIUS OF 577.47 FEET AND A CHORD OF N 08° 00' 00" W, 230.92 FEET FOR AN ARC LENGTH OF 232.49 FEET;

THENCE, N 19° 32' 00" W. 20.01 FEET;

THENCE, WITH A CURVE CONCAVE TO THE WEST HAVING A CENTRAL ANGLE OF 48° 04' 09", A RADIUS OF 25.00 FEET AND A CHORD OF N 43° 34' 13" W, 20.36 FEET FOR AN ARC LENGTH OF 20.97 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO BRENTWOOD OAKS APARTMENTS L.P., A TENNESSEE LIMITED PARTNERSHIP, BY DEED FROM THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, A WISCONSIN CORPORATION, OF RECORD IN INSTRUMENT NO. 20010829009357 9 AND INSTRUMENT NO. 20010829009358 0, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

## SCHEDULE 2
## PERMITTED ENCUMBRANCES

1. Real and personal property taxes for the 2022 tax year and subsequent years, not yet due and payable.

2. All matters shown on plat(s) of record in Book 6900, Page 174 and Instrument No. 201709180095179, in the Register's Office of Davidson County, Tennessee.

3. Terms and provisions of Storm Water Detention Agreement, by and between Brentwood Oaks Partnership and The Metropolitan Government of Nashville and Davidson County, of record in Book 6501, Page 559, in the Register's Office of Davidson County, Tennessee.

4. Terms and provisions of Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage, by and between Brentwood Oaks Joint Venture and Metropolitan Government of Nashville and Davidson County, Tennessee, its successors and assigns forever, of record in Book 7089, Page 593, in the Register's Office of Davidson County, Tennessee.

5. Matters contained in Deed of record in Book 7097, Page 96, in the Register's Office of Davidson County, Tennessee.

6. Terms and provisions of Easement, by and between Woodland Falls Subdivision, L.P. and Brentwood Oaks Apartments L.P., of record in Instrument No. 200801180006026, in the Register's Office of Davidson County, Tennessee.

# Tennessee Register of Deeds Association
# President Sheena R Tinsley

I, Margo Zhao, do hereby make oath that I am a licensed attorney and/or the 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 January 13, 2022.

Affiant Signature

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Date: January 13, 2022
State of New York
County of New York
Sworn to and subscribed before me this 13th day of January, 2022

Notary's Signature

JED LEVINE
Notary Public, State of New York
No. 01LE6109294
Qualified in Queens County
Commission Expires 5/3/2024

MY COMMISSION EXPIRES: May 3, 2024
Notary's Seal (if on paper)