Karen Johnson Davidson County
Batch# 1106822 DEEDWARRSP
03/04/2024 07:59:30 AM 7 pgs
Fees: $38.00 Taxes: $126,725.00
20240304-0014539

THIS INSTRUMENT PREPARED BY:

Burr & Forman LLP
222 Second Avenue South, Suite 2000
Nashville, TN 37201

ZACHARY RICHARDS
Notary ID #132067724
My Commission Expires
July 27, 2027

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $34,250,000.00.

Affiant

Subscribed and sworn to before me, this 28th day of February, 2024.

Notary Public
My Commission Expires: 7/27/27

SPECIAL WARRANTY DEED

Address New Owner:	Send Tax Bills To:	Map-Parcel Numbers:
Timberlake Owner, LLC c/o Triwest Multifamily LLC 107 Eucalyptus Drive El Segundo, CA 90245	New Owner	162-00-0-228-00

FOR AND IN CONSIDERATION of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **325 BLUE LAKE CIRCLE LLC**, a Texas limited liability company, as a tenant in common as to a 87.71% interest in the property conveyed hereby, and **325 BLUE LAKE CIRCLE TIC 2 LLC**, a Texas limited liability company, as a tenant in common as to a 12.29% interest in the property conveyed hereby (hereinafter, collectively, jointly and severally, the "***Grantor***"), has bargained, transferred, sold and conveyed, and does hereby transfer, sell and convey unto **TIMBERLAKE OWNER, LLC**, a Delaware limited liability company ("***Grantee***"), and Grantee's successors and assigns, the following described tracts or parcels of land located in Davidson County, Tennessee, as more particularly described in **Exhibit A** attached hereto and incorporated herein by reference (the "***Property***").

The Property is improved property located at 325 Blue Lake Circle, Antioch, Davidson County, Tennessee. The addresses are believed to be accurate, but such addresses are not part of the legal descriptions. In the event of any discrepancy, the legal descriptions herein shall control.

TO HAVE AND TO HOLD the Property, with the appurtenances, hereditaments, easements, estate, title and interest thereto belonging to Grantee, its successors and assigns, forever. Grantor covenants and binds itself, it's successors and assigns, that Grantor is lawfully seized in fee simple of the Property above conveyed, have full power and authority and right to convey the same, and will warrant and forever defend title to the Property to the Grantee, Grantee's successors and assigns, against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise, except for those matters as set forth on **Exhibit B** attached hereto and incorporated herein by reference and to which this conveyance is expressly made

subject, including referenced 2023 taxes which shall be prorated as of the date of closing and which Grantee assumes and agrees to pay.

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.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed to be effective for all purposes as of the 1st day of ~~February~~ March, 2024.

GRANTOR:

325 BLUE LAKE CIRCLE LLC,
a Texas limited liability company

By: GVA Pro LLC, a Texas limited liability company, its Manager

By: _____
Alan J. Stalcup
Its: Manager

STATE OF Texas
COUNTY OF Travis

Before me, the undersigned, of the state and county aforesaid, personally appeared Alan J. Stalcup, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he is the Manager of GVA Pro LLC, the Manager of 325 BLUE LAKE CIRCLE LLC, a Texas limited liability company, the within named bargainor, and that he as Manager of the Manager of the liability company, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company as Manager of the Manager.

WITNESS my hand, at office, this 28th day of February, 2024.

_____
NOTARY PUBLIC

My Commission Expires: 7/27/27

ZACHARY RICHARDS
Notary ID #132067724
My Commission Expires
July 27, 2027

325 BLUE LAKE CIRCLE TIC 2 LLC,
a Texas limited liability company

By: GVA Pro LLC, a Texas limited liability company, its Manager

By: _____
Alan J. Stalcup
Its: Manager

STATE OF Texas
COUNTY OF Travis

Before me, the undersigned, of the state and county aforesaid, personally appeared Alan J. Stalcup, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he is the Manager of GVA Pro LLC, the Manager of 325 BLUE LAKE CIRCLE TIC 2 LLC, a Texas limited liability company, the within named bargainor, and that he as Manager of the Manager of the liability company, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company as Manager of the Manager.

WITNESS my hand, at office, this 28th day of February, 2024.

_____
NOTARY PUBLIC

My Commission Expires: 7/27/27

ZACHARY RICHARDS
Notary ID #132067724
My Commission Expires
July 27, 2027

EXHIBIT A
Legal Description

Parcel 1:

Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of Subdivision for Timberlake Village, of record in Plat Book 6250, page 227, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Being the same property conveyed to 325 Blue Lake Circle LLC, a Texas limited liability company, as a tenant in common as to a 87.71% interest and 325 Blue Lake Circle TIC 2 LLC, a Texas limited liability company, as a tenant in common as to a 12.29% interest by Special Warranty Deed from Timberlake Apartments Associates, L.P., a Missouri limited partnership of record in Instrument No. 202103110032578 Register's Office for Davidson County, Tennessee, dated March 09, 2021 and recorded on March 11, 2021.

Parcel 2:

Easement benefiting Parcel 1 contained in Declaration and Dedication of Reciprocal Easements and Restrictive Covenants in Book 6441, Page 665, in the Register's Office for Davidson County, Tennessee.

Parcel 3:

Easement benefiting Parcel 1 contained in Reciprocal Easement Agreement and Restrictive Covenants in Book 6442, Page 567, in the Register's Office for Davidson County, Tennessee.

EXHIBIT B
Permitted Exceptions

1. Rights of tenants, as tenants only, under recorded and unrecorded leases, having no rights of first refusal or options to purchase all or any portion of the insured Land.

2. Taxes for the year 2024, a lien, not yet due or payable.

3. Subject to the following matters shown on the Plat of record in Plat Book 6250, Page 227, amended in Book 6613, Page 686, Register's Office for Davidson County, Tennessee:

   a. 20' Public Utility Easement
   b. Drainage Easement along northern boundary, central portion of property and western boundary
   c. Drainage Easement along eastern boundary
   d. Ingress/Egress & Utility Easement No. 1
   e. Ingress/Egress & Utility Easement No. 2
   f. Ingress/Egress & Utility Easement No. 3
   g. Cemetery and access thereto at Northeastern portion of property.
   h. Anchor Easement along Eastern Boundary
   i. 5' Dedication for future R/W widening along eastern boundary.

4. Storm Water Detention Agreement of record in Book 6441, Page 659, in the Register's Office for Davidson County, Tennessee.

5. Declaration and Dedication of Reciprocal Easements and Restrictive Covenants of record in Book 6441, Page 665, in the Register's Office for Davidson County, Tennessee, shown on the Survey.

6. Reciprocal Easement Agreement and Restrictive Covenants of record in Book 6442, Page 567, in the Register's Office for Davidson County, Tennessee, shown on the Survey.

7. Any rights, easements, interests, or claims which may exist by reason of, or reflected by, the following matters disclosed on the ALTA/NSPS Land Title Survey prepared by J. Alan Cummings, TN RLS No. 2351, Crawford & Cummings, P.C., dated December 14, 2023, last revised February 5, 2024 (the "Survey"):

   (a) Utility and drainage lines, with meters, valves, poles and other appurtenances, not located within a recorded easement area;
   (b) Encroachment of Building 3 into 20' public utility easement by approximately 9.7';
   (c) Encroachment of Building 6 into 20' public utility easement by approximately 2.7'

8. Multifamily Deed of Trust, Assignment of Leases and Rents Security Agreement and Fixture Filing by 325 Blue Lake Circle LLC, a limited liability company organized and existing under the laws of Texas and 325 Blue Lake Circle TIC 2 LLC, a limited liability company organized and existing under the laws of Texas, as tenants in common, trustor, to Old Republic National Title Insurance Company of Tennessee, a Florida corporation, trustee, for the benefit of Walker & Dunlop, LLC, a Delaware limited liability company, beneficiary, to secure a note in the original amount of $29,317,000.00 secured thereby, dated September 30, 2022, and recorded on October 03, 2022, of record as Instrument Number 202210030108740, Register's Office for Davidson County, Tennessee, as assigned from Walker & Dunlop, LLC, a Delaware limited liability company, to Fannie Mae by Assignment of Security Instrument of record in Instrument Number 20221003-

0108741, in the Register's Office for Davidson County, Tennessee, as further affected by Assumption and Release Agreement dated as of _____, 2024, recorded on _____, 2024, in Instrument Number _*_____, in the Register's Office for Davidson County, Tennessee, executed by 325 Blue Lake Circle LLC, a Texas limited liability company, and 325 Blue Lake Circle TIC 2 LLC, a Texas limited liability company, as tenants in common ("Transferor"), Timberlake Owner, LLC, a Delaware limited liability company ("Transferee"), _____ ("Original Guarantor"), _____ ("New Guarantor"), and FANNIE MAE.

* 202403040014541

Tennessee Certification of Electronic Document

I, Josie Hernandez, 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 March 1, 2024 (date of document).

Affiant Signature

March 1, 2024
Date

State of Texas

County of Harris

Sworn to and subscribed before me this 1st day of March, 20 24.

Notary's Signature

J. GREEN
Notary Public, State of Texas
Comm. Expires 12-19-2024
Notary ID 129220895