Bill Garrett Davidson County
Batch# 118903 DEEDWARRSP
07/20/2018 12:25:30 PM 7 pgs
Fees: $38.00 Taxes: $47,774.77
20180720-0071035

OWNER/RESPONSIBLE TAXPAYER:
Dandridge 2018, L.P.
900 S. Gay Street, Suite 2000
Knoxville, TN 37902

THIS INSTRUMENT PREPARED BY:
CROLEY, DAVIDSON & HUIE, PLLC
800 South Gay Street, Suite 1700
Knoxville, TN 37929
170726/jlm

Tax Map and Parcel Number: 16100019300

SPECIAL WARRANTY DEED

THIS INDENTURE made as of this 1st day of July, 2018, between **Dandridge II, L.P., a Tennessee limited partnership**, First Party, and **Dandridge 2018, L.P., a Tennessee limited partnership,** 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 2018 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.

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

Dandridge II, L.P.,
A Tennessee limited partnership

BY: 431 Partners, LLC,
A Tennessee limited liability company
Its General Partner

BY: _____
Cristy Lockwood, Senior Vice President

STATE OF TENNESSEE)
) SS:
COUNTY OF KNOX)

PERSONALLY appeared before me, the undersigned authority, a Notary Public in and for said County and State, **CRISTY LOCKWOOD**, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged herself to be the Senior Vice President of 431 Partners, LLC, a Tennessee limited liability company, which is General Partner of **Dandridge II, L.P., a Tennessee limited partnership**, the within named bargainor, and that she as such officer of the General Partner, being authorized so to do, executed the within instrument for the purposes therein contained, by signing the name of the limited liability company by herself as such officer of the General Partner.

WITNESS my hand and official seal at office, this 18 day of July, 2018.

My Commission Expires:
11-4-2018

_____
Notary Public

(SEAL)



I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is $12,912,100.00.

Affiant ~~Affiant~~ M. Shirkell, agent.

Subscribed and sworn to before me this 20th day of July, 2018.

My Commission Expires:
1-30-21

Sherry T. Sharp
Notary Public

(SEAL)

SHERRY T. SHARP
STATE OF TENNESSEE
NOTARY PUBLIC
KNOX COUNTY

EXHIBIT "A"

For Lot #1 of the resubdivision of Lot One on Hickoryview Commercial Park recorded in Plat Book 9700, page 981.

BEING a parcel of land in the Second (2nd) Civil District of Nashville, Davidson County, Tennessee, and being all of Lot 1 of the Resubdivision of Lot One of Hickoryview Commercial Park, recorded in Plat Book 9700, page 981, in the Register's Office for said county and more particularly described as follows:

BEGINNING at a P.K. Nail (old) in the south right-of-way line of Ocala Drive (a 50 foot right-of-way) being the northeast corner of Lot 1 of said Hickoryview Commercial Park and the northwest corner of Avalon Health Care, LLC, of record in Deed Book 10744, page 209, said P.K. Nail further described as being 770.8 feet along the south margin of Ocala Drive from a concrete monument in the west right-of-way line of Nolensville Road and being the northeast corner of the herein described property; thence leaving said Ocala Street with the west line of Avalon Health Care, LLC, as recorded in Deed Book 10744, page 209 same being Lot 1 of the subdivision of reserve Parcel "C" of Hickoryview Commercial Park recorded in Plat Book 5190, page 674, S. 06 deg. 12 min. 19 sec. W., 310.07 feet to a concrete monument (old); thence leaving Avalon Health Care, LLC Property and continuing with Health Care Associates Property as recorded in Deed Book 7347, page 782 same being reserve Parcel "D" Subdivision Plat of Hickoryview Commercial Park recorded in Plat Book 5200, page 130 N. 86 deg. 26 min. 45 sec. W, 350.01 feet to a concrete monument (old), said concrete monument broken off with P.K. Nail set in top of broken monument; thence N. 78 deg. 10 min. 22 sec. W., 17.95 feet to an iron pin (old); thence leaving said Health Care Associates and running with the east line of Metro Government Water Services Property as recorded in Deed Book 11728, page 492, N. 06 deg. 12 min. 19 sec. E., 286.44 feet to an iron pin (old); thence leaving Metro Government Water Services Property and continuing with the south right-of-way line of Ocala Drive (having a 50 foot right-of-way) and with a curve to the right having a central angle of 06 deg. 02 min. 16 sec., a radius of 1064.77 feet, an arc length of 112.20 feet, and a chord bearing and distance of North 88 deg. 10 min. 41 sec. East, 112.15 feet to an P.K. Nail (Old); thence S. 88 deg. 47 min. 07 sec. E., 257.42 feet to the point of BEGINNING. Containing 110,937 square feet or 2.55 acres more or less.

BEING the same property conveyed to Dandridge II, L.P., a Tennessee limited partnership, by deed from Dandridge Towers, Ltd., a Tennessee limited partnership, dated August 8, 2002, and filed of record as Instrument No. 200208080095648, in the office of the Davidson County Register of Deeds.

EXHIBIT "B"

1. Map filed for record in the Davidson County Register's Office as Book 9700, page 981, and survey prepared by Bock & Clark, National Coordinators, C&W Precision Surveys d/b/a Crowe-Wheeler and Associates, Kevin David Crowe, TNRLS No. 1979, dated April 16, 2018, last revised July 10, 2018, disclose the following:

   (a) 20-foot public utility easement inside a portion of the north property line along Ocala Drive; and proposed 40-foot utility easement (shown as dedicated easement on the aforesaid survey), inside northwest corner of the subject property at Ocala Drive;
   (b) 25-foot N.E.S. power easement inside and along west property line;
   (c) 30-inch CMP as shown on plat, and shown as storm pipe with catch basins (size of CMP varies) on aforesaid survey, crossing the northern portion of the subject property;
   (d) 10-foot proposed drainage easement (shown as dedicated easement on the aforesaid survey) along west lot line, 5-feet inside lot line;
   (e) Overhead electric lines crossing southeasterly corner of subject property;
   (f) asphalt and parking within the 25' N.E.S. power easement and within the 40' and 20' public utility easement along northerly portion of subject property.

2. Rights of tenants in possession, as tenants only, under unrecorded leases and/or agreements having a remaining term of one year or less.

3. Declaration of Land Use Restrictive Covenants for Low-Income Housing Tax Credits by and between Dandridge II, L.P. and Tennessee Housing Development Agency, dated October 17, 2003, and filed of record as Instrument No. 200311060163149 in the office of the Davidson County Register of Deeds.

4. Assignment, Assumption and Consent Agreement by, between and among Dandridge Towers, Ltd., Dandridge II, L.P., and the Secretary of the United States Department of Housing and Urban Development, dated August 7, 2002, filed for record as Instrument No. 200208080095653, in the Davidson County Register's Office.

5. Deed of conveyance for sanitary sewer filed of record in Book 5453, page 403, in the office of the Davidson County Register of Deeds.

6. Grant of Easement by and between Comcast of Nashville I, LLC and Dandridge II, LP dated June 15, 2013 and recorded as Instrument No. 20131021-0109634 in the Davidson County Register's Office.

7. Land Use Restriction Agreement amending and restating the Land Use Restriction Agreements of record as Instrument No. 200208080095651 and Instrument No. 201111040086461, in the office of the Davidson County Register of Deeds, by and among The Health and Educational Facilities Board of the Metropolitan Government of Nashville

and Davidson County, Tennessee and U.S. Bank National Association, as Trustee, and Dandridge 2018, L.P., dated as of July 1, 2018, and to be recorded concurrently with this Deed in the office of the Davidson County Register of Deeds.

True Copy Certification

I, Jeffrey L. McCall, 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 herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Signature

State of Tennessee

County of Knox

Personally appeared before me, Sandra Bright, a notary public for this county and state, Jeffrey L. McCall who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Sandra Bright
Notary's Signature

SANDRA BRIGHT
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY

My Commission Expires: 3/3/2021
Notary' Seal (if on paper)