THIS INSTRUMENT PREPARED BY:
James S. Tipton, Jr., Esq.
Gentry, Tipton & McLemore, P.C.
900 South Gay Street, Suite 2300
Post Office Box 1990
Knoxville, Tennessee 37901
(865) 525-5300

Karen Johnson Davidson County
Batch# 655963 DEEDWARRSP
06/14/2021 12:22:30 PM 6 pgs
Fees: $33.00 Taxes: $36,260.00
20210614-0079817

RESPONSIBLE TAXPAYER and PROPERTY OWNER: Nashville Leased Housing Associates IV, LLLP
2905 Northwest Blvd. Suite 150
Plymouth, MN 55441

TAX ID NO. 16100028300

State of Tennessee County of Davidson

I hereby swear or affirm that the actual consideration for this transfer, or the fair market value of the property being conveyed, whichever is greater, is $9,800,000.00.

Logan Cass
Responsible Taxpayer (or Agent)

Subscribed and sworn to before me this 10th day of June, 2021.

Jodean M. King
Notary Public

My Commission Expires: 6/21/2021

JODEAN M. KING
STATE OF TENNESSEE NOTARY PUBLIC
ROBERTSON COUNTY

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 10th day of June, 2021, between **SWISS RIDGE L.P.**, a Tennessee limited partnership, "Grantor," and **NASHVILLE LEASED HOUSING ASSOCIATES IV, LLLP**, a Minnesota limited liability limited partnership, "Grantee."

WITNESSETH: That for and in consideration of the sum of Ten Dollars ($10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold and conveyed, and does hereby grant, bargain, sell and convey unto Grantee certain real property described in Exhibit A attached hereto, which Exhibit A is incorporated herein by reference as fully as though copied herein, with the hereditaments and appurtenances thereto appertaining.

TO HAVE AND TO HOLD the said premises to Grantee, and its successors and assigns, forever.

And Grantor, for itself and its successors and assigns, does hereby covenant with Grantee, and its successors and assigns, that it is lawfully seized in fee simple of the premises above conveyed; has full power, authority and right to convey the same; that said premises are free from all encumbrances except

those mentioned in Exhibit A attached hereto, and that it will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons claiming by, through, or under Grantor, except for the specific matters mentioned in Exhibit A, but no further or otherwise.

Words of any gender shall be deemed to include any other gender, and a reference to the singular shall include the plural, and vice versa, unless the context indicates that such reading would be inappropriate.

IN WITNESS WHEREOF, Grantor has executed this instrument the day and year first above written.

SWISS RIDGE L.P., a Tennessee limited partnership

By: Swiss, Inc., a Tennessee corporation, its General Partner

By: _____
John Murphy, Secretary

STATE OF TENNESSEE
COUNTY OF KNOX

Personally appeared before me, Notary Public of said County, JOHN MURPHY, 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 Secretary (or other officer authorized to execute the instrument) of SWISS, INC., a Tennessee corporation, which is the General Partner of SWISS RIDGE L.P., the within named bargainor, a Tennessee limited partnership, and that he as such Secretary, being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of SWISS, INC. as General Partner of SWISS RIDGE L.P. by himself as the Secretary of the General Partner.

Witness my hand and seal, at office, this 8 day of ~~May~~ June, 2021.

_____
Notary Public

My Commission Expires: 1/4/2025

CHRISTINE M. MACKAY
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF KNOX

jst caf Client Matters/Murphy Sale of Swiss View and Swiss Ridge D.002

EXHIBIT A

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

PARCEL 1:

SITUATED IN THE 31ST COUNCILMANIC DISTRICT IN NASHVILLE, DAVIDSON COUNTY, TENNESSEE AND BEING A TRACT OF LAND LOCATED ON THE SOUTH AND EAST SIDE OF SWISS AVENUE AS SHOWN ON FINAL PLAT, SWISS RIDGE APARTMENTS AT HICKORY HEIGHTS, AS SHOWN ON PLAT OF RECORD RECORDED AS INSTRUMENT NO. 200311120165540, IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID PROPERTY BEING MORE PARTICULARLY DESCRIBE AS FOLLOWS:

BEGINNING AT AN IRON PIN, IN THE EAST RIGHT OF WAY OF SAID SWISS AVENUE, SAID IRON PIN BEING NORTH 56 DEGREES 40 MINUTES 22 SECONDS EAST FOR A DISTANCE OF 281.56 FEET FROM THE CENTERLINE INTERSECTION OF SWISS AVENUE AND ZERMATT AVENUE, SAID IRON PIN BEING THE SOUTHWESTERN CORNER OF HEREIN DESCRIBED TRACT;

THENCE WITH SAID EAST RIGHT OF WAY OF SAID SWISS AVENUE, NORTH 51 DEGREES 34 MINUTES 47 SECONDS EAST FOR A DISTANCE OF 159.97 FEET TO A POINT OF CURVATURE, SAID POINT BEING AN IRON PIN;

THENCE CONTINUING WITH SAID EAST RIGHT OF WAY OF SWISS AVENUE, AND WITH A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 325.00 FEET, A DELTA ANGLE OF 56 DEGREES 00 MINUTES 00 SECONDS TO THE LEFT, AND A CHORD BEARING OF NORTH 23 DEGREES 34 MINUTES 47 SECONDS EAST FOR CHORD DISTANCE OF 305.16 FEET TO AN IRON PIN;

THENCE CONTINUING WITH SAID EAST RIGHT OF WAY OF SWISS AVENUE, NORTH 04 DEGREES 25 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 170.49 FEET TO A POINT OF CURVATURE, SAID POINT BEING AN IRON PIN;

THENCE CONTINUING WITH SAID EAST RIGHT OF WAY OF SWISS AVENUE, AND A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 263.52 FEET, A DELTA ANGLE OF 101 DEGREES 00 MINUTES 01 SECONDS TO THE RIGHT, AND A CHORD BEARING OF NORTH 46 DEGREES 04 MINUTES 48 SECONDS EAST FOR A CHORD DISTANCE OF 406.68 FEET TO A IRON PIN;

THENCE CONTINUING WITH SAID EAST RIGHT OF WAY OF SAID SWISS AVENUE, SOUTH 83 DEGREES 06 MINUTES 35 SECONDS EAST FOR A DISTANCE OF 117.83 FEET TO AN IRON PIN, SAID IRON PIN BEING THE NORTHWESTERN CORNER OF LOT ONE OF THE RESUBDIVISION LOT 2 HICKORY COMMERCIAL PARK SECTION ONE FINAL PLAT AS RECORDED IN PLAT BOOK 11190, PG. 29 R.O.D.C.T., AND SAID IRON PIN ALSO BEING THE NORTHEASTERN CORNER OF HEREIN DESCRIBED TRACT;

THENCE LEAVING SAID EAST RIGHT OF WAY OF SWISS AVENUE, AND WITH THE WESTERN BOUNDARY LINES OF LOT ONE AND LOT TWO OF SAID RESUBDIVISION LOT 2 HICKORY COMMERCIAL PARK SECTION ONE FINAL PLAT, SOUTH 06 DEGREES 25

MINUTES 29 SECONDS WEST FOR A DISTANCE OF 549.95 FEET TO AN IRON PIN, SAID IRON PIN BEING THE SOUTHWEST CORNER OF SAID LOT TWO, SAID IRON PIN ALSO BEING THE NORTHWEST CORNER OF THE SEVEN BELLS, LLC AS RECORDED IN INSTRUMENT # 200807230075563 R.O.D.C.T.;

THENCE LEAVING SAID WESTERN BOUNDARY LINE OF LOTS ONE AND TWO OF SAID RESUBDIVISION LOT 2 HICKORY COMMERCIAL PARK SECTION ONE FINAL PLAT, AND WITH THE WESTERN BOUNDARY LINE OF SAID SEVEN BELLS, LLC PROPERTY, SOUTH 06 DEGREES 28 MINUTES 46 SECONDS WEST FOR DISTANCE OF 298.61 FEET TO AN IRON PIN, SAID IRON PIN BEING THE SOUTHWESTERN CORNER OF SAID SEVEN BELLS, LLC PROPERTY, AND SAID IRON PIN ALSO BEING THE NORTHWESTERN CORNER OF THE SHADOW GLEN HOMEOWNERS ASSOCIATION, INC. PROPERTY AS RECORDED IN INSTRUMENT # 200601050001844 R.O.D.C.T.;

THENCE LEAVING SAID WESTERN BOUNDARY LINE OF SAID SEVEN BELLS, LLC PROPERTY, AND WITH THE WESTERN BOUNDARY LINE OF SAID SHADOW GLEN HOMEOWNERS ASSOCIATION, INC. PROPERTY, SOUTH 06 DEGREES 08 MINUTES 14 SECONDS WEST FOR A DISTANCE OF 250.81 FEET TO IRON PIN, SAID PIN BEING THE SOUTHWESTERN CORNER OF SAID SHADOW GLEN HOMEOWNERS ASSOCIATION, INC. PROPERTY, SAID IRON PIN ALSO BEING THE NORTHEASTERN CORNER OF THE DELROSE COURT, L.P. PROPERTY AS RECORDED IN INSTRUMENT # 200611130140432 R.O.D.C.T., SAID IRON PIN ALSO BEING THE SOUTHEASTERN CORNER HEREIN DESCRIBED TRACT;

THENCE LEAVING SAID WESTERN BOUNDARY LINE OF SAID SHADOW GLEN HOMEOWNERS ASSOCIATION, INC. PROPERTY, AND WITH THE NORTHERN BOUNDARY LINE OF DELROSE COURT, L.P. PROPERTY, NORTH 83 DEGREES 32 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 335.62 FEET TO IRON PIN;

THENCE CONTINUING WITH SAID NORTHERN BOUNDARY LINE OF SAID DELROSE COURT, L.P. PROPERTY, NORTH 38 DEGREES 25 MINUTES 13 SECONDS WEST FOR DISTANCE OF 303.55 FEET TO THE POINT OF BEGINNING.

BEING A PART OF THE SAME PROPERTY CONVEYED TO SWISS RIDGE L.P., A TENNESSEE LIMITED PARTNERSHIP, BY DEED FROM AFFORDABLE HOUSING RESOURCES, INC., A TENNESSEE CORPORATION, A 1/2 UNDIVIDED INTEREST AND JAMES T. MCLEAN, SR.; JAMES T. MCLEAN, JR.; AND KERRY S. MCLEAN, A 1/2 UNDIVIDED INTEREST, OF RECORD IN INSTRUMENT NO. 200212190157073, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

PARCEL 2:

EASEMENT(S) BENEFITING TRACT 1 CONTAINED IN STORMWATER DETENTION AGREEMENT OF RECORD IN INSTRUMENT NO. 200303070030569, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

Subject to the following exceptions:

1. All matters shown on plat(s) of record in Book 6250, Page 763, as affected by Surveyor's Certificate of Correction in Book 6749, Page 640; Book 6900, Page 806; and Instrument No. 200311120165540, in the Register's Office of Davidson County, Tennessee.

2. Terms and provisions of Land Use Restriction Agreement, by and between The Health and Educational Facilities Board of The Metropolitan Government of Nashville and Davidson County, Tennessee, a public nonprofit corporation and Regions Bank, as trustee; Swiss Ridge, L.P., a Tennessee limited liability partnership, of record in Instrument No. 200212190157075, in the Register's Office of Davidson County, Tennessee.

3. Terms and provisions of Stormwater Detention Agreement, by and between Swiss Ridge, L.P. and Metropolitan Government of Nashville and Davidson County, of record in Instrument No. 200303070030569, in the Register's Office of Davidson County, Tennessee.

4. Terms and provisions of Declaration of Land Use Restrictive Covenants for Low-Income Housing Tax Credits, by and between Swiss Ridge, L.P. and Tennessee Housing Development Agency, of record in Instrument No. 200409300117574, in the Register's Office of Davidson County, Tennessee.

5. Terms and provisions of Grant of Easement, by and between Swiss Ridge, L.P. and Comcast of Nashville I, LLC its successors and assigns, of record in Instrument No. 201112120096734, in the Register's Office of Davidson County, Tennessee.

6. That portion of the land embraced within the bounds of any public road or thoroughfare.

7. Rights of parties in possession, as tenants only, under unrecorded residential leases, with no rights of first refusal or options to purchase

8. The lien of real property taxes for the year 2021, which shall be pro-rated between the parties and assumed by Grantee, as of the date of delivery of this deed.

The improvements on the property are being conveyed in their "As Is, Where Is" condition.

THE PREPARER OF THIS DEED HAS NOT CONDUCTED A SEARCH OF THE TITLE OF THE PROPERTY DESCRIBED ABOVE, AND HAS USED A DESCRIPTION PROVIDED BY AND APPROVED BY THE GRANTOR.

21819392v3

True Copy Certification

I, Matt Foster, 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 Davidson

Personally appeared before me, Jodean M. King, a notary public for this county and state, Matt Foster 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: 06/21/2021

Notary Seal:

