Karen Johnson Davidson County
Batch# 966161 DEEDWARRSP
02/01/2023 08:45:30 AM 5 pgs
Fees: $28.00 Taxes: $106,190.00
20230201-0007328

1st

RESPONSIBLE OWNER/TAXPAYER AND ADDRESS FOR TAX NOTICES:	THIS INSTRUMENT PREPARED BY:
Hickory Hollow Preservation LP 701 Fifth Avenue, Suite 5700 Seattle, Washington 98104	Gentry, Tipton & McLemore, P.C. P.O. Box 1990 Knoxville, Tennessee 37901-1990

PARCEL ID: 163-00-0-251.00

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is $28,700,000.00.

Grantee or Agent

Sworn to and subscribed before me this 30 day of January, 2023

Notary Public
My Commission Expires: 11/11/2025

NATALIE HENDERSON
NOTARY PUBLIC #22005455
STATE OF WASHINGTON
COMMISSION EXPIRES
NOVEMBER 11, 2025

SPECIAL WARRANTY DEED

THIS INDENTURE, made effective as of the 31st day of January, 2023 between **HICKORY HOLLOW II L.P.**, a Tennessee limited partnership, ("**Grantor**"), and **HICKORY HOLLOW PRESERVATION LP**, a Tennessee limited partnership ("**Grantee**").

W I T N E S E T H:

That for and in consideration of the sum of Ten Dollars ($10.00) and for other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor has granted, bargained, sold, conveyed, remised, and released, and does hereby grant, bargain, sell, convey, remise, and release unto Grantee all the estate, right, title and interest of Grantor in and to 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, hereby releasing, if applicable, all claims to homestead, dower and curtesy therein. TO HAVE AND TO HOLD the same unto Grantee, its representatives, successors and assigns, together with all of the rights and interest thereunto belonging, in fee simple.

Grantor 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. Grantor further covenants that it will warrant and defend the title to said premises unto Grantee, its representatives, successors and assigns, against the lawful CLAIMS OF ALL PARTIES CLAIMING BY, THROUGH, OR UNDER GRANTOR BUT NO FURTHER OR OTHERWISE.

THIS CONVEYANCE IS SUBJECT TO any and all matters shown on Exhibit B attached hereto and incorporated herein.

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.

THE PREPARER OF THIS DEED MAKES NO REPRESENTATION AS TO THE STATUS OF THE TITLE TO THE PROPERTY DESCRIBED HEREIN. THIS DEED HAS BEEN PREPARED SOLELY FROM INFORMATION FURNISHED TO THE PREPARER WHO MAKES NO REPRESENTATION OTHER THAN THAT IT HAS BEEN ACCURATELY TRANSCRIBED FROM INFORMATION PROVIDED.

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

HICKORY HOLLOW II L.P., a
Tennessee limited partnership

By: HICKORY HOLLOW GP LLC, a Tennessee limited liability company, its General Partner

By: Carey B. Park
Carey B. Parker, President

STATE OF TENNESSEE
COUNTY OF KNOX

Personally appeared before me, Notary Public of said County, Carey B. Parker, 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 President (or other officer authorized to execute the instrument) of HICKORY HOLLOW GP LLC, which is the general partner of HICKORY HOLLOW II, L.P., the within named bargainor, a Tennessee limited partnership, and that she as such President of the General Partner being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited partnership by herself as such officer of the General Partner.

Witness my hand and seal, at office, this 26 day of January, 2023.

Notary Public

My Commission Expires: 8/29/2026

CATHERINE A. FRENCH
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY

EXHIBIT A TO SPECIAL WARRANTY DEED

BEING a parcel of land in the Second (2nd) Civil District of Nashville, Davidson County, Tennessee, fronting on the north side of Mt. View Road and west of Bell Road, further being Tract J-2 on the plan of Hickory Hollow Mall, Section Three, a plat of which is of record in Book 5190, page 92, as amended by an instrument of record in Book 5266, page 596, both in the Davidson County Register's Office, and being more particularly described according to a survey of Barge, Waggoner, Sumner & Cannon, dated June 23, 1977, as revised on February 20, 1978 (File No. 4420-15) as follows:

BEGINNING at a point on the north right of way of Mt. View Road and 574.97 feet from the west right of way intersection of Bell Road; thence North 52 deg. 59 min. 36 sec. West, 167.00 feet to a point; thence North 37 deg. 00 min. 24 sec. East, 575.00 feet to a point; thence South 78 deg. 00 min. East, 380.00 feet to a point; thence South 12 deg. 00 min. West, 330.00 feet to a point; thence North 78 deg. 00 min. West, 349.65 feet to a point; thence South 37 deg. 00 min. 24 sec. West, 288.77 feet to the point of BEGINNING, and containing 4.42 acres, more or less, according to said survey.

BEING the same property conveyed to Hickory Hollow II, L.P., a Tennessee limited partnership, by deed from Hickory Hollow Towers, Ltd., a Tennessee limited partnership, and Archie B. Crenshaw, individually, dated as of February 29, 2008, and filed of record as Instrument No. 200802290020263, in the Davidson County Register's Office.

EXHIBIT B TO SPECIAL WARRANTY DEED

1. Taxes for the year 2023 and subsequent years, which are a lien but are not yet due and payable.

2. 10' Public Utility Easement and to Minimum Building Setback Lines shown on the Plan of record in Plat Book 5190, Page 92, as corrected by Surveyor's Certificate of Correction of record in Book 5266, Page 596

3. Declaration of Land Use Restrictive Covenants for Low-Income Housing Tax Credits, recorded as Instrument No. 20081113-0112289.

4. Land Use Restriction Agreement, recorded as Instrument No. 20080229-0020264.

5. Comcast Easement recorded as Instrument No. 20131021-0109641.

6. Matters shown by Survey No. 202205824, 001 prepared by Byron D. Howell, TN RLS #2925 of Bock & Clark Corporation / NV5 Company and dated 10-5-2022.

7. Rights of tenants as tenants only under unrecorded leases, but without options or right to purchase.

8. Rights of laundry facility providers, if any.

No assurance is given as to the exact amount of acreage contained in the property.

Tennessee Certification of Electronic Document

I, James E. Spruill, 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 01/30/2023 (date of document).

Affiant Signature

01/31/2023
Date

State of Tennessee

County of Williamson

Sworn to and subscribed before me this 31st day of January, 2023.

Notary's Signature

MY COMMISSION EXPIRES: 2-24-2025

NOTARY'S SEAL

