

Instrument # 991743

Bonner County, Sandpoint, Idaho

09/15/2021 11:47:09 AM No. of Pages: 6

Recorded for: FIRST AMERICAN TITLE INSURANCE COMPANY - NCS CHICAGO

Michael W. Rosedale Fee: \$15.00

Ex-Officio Recorder Deputy bbroehl

Index to: DEED

DEED

Prepared by:

Danielle N. Stanciel
Quarles & Brady, LLP
300 N. LaSalle Drive, Suite 4000
Chicago, Illinois 60654

DEED

MILLTOWN PARK LLC, a Delaware limited liability company ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid in hand to Grantor by **SANDPOINT OPPORTUNITY ZONE FUND, LLC**, an Idaho limited liability company ("Grantee"),* the receipt and sufficiency of which are hereby acknowledged, has CONVEYED, and by these presents does CONVEY unto Grantee all of Grantor's right, title and interest in and to that certain parcel of land located in Bonner County, Idaho and legally described in **Exhibit A** attached hereto, together with all buildings, improvements and fixtures located thereon and owned by Grantor as of the date hereof and all right, title and interest, if any, that Grantor may have in and to all rights, privileges and appurtenances pertaining thereto including all of Grantor's right, title and interest, if any, in and to all rights-of-way, open or proposed streets, alleys, easements, strips or gores of land adjacent thereto (herein collectively called the "Real Property"). * of 2000 Northwest Blvd Coeur d'Alene, ID 83814

This conveyance is made by Grantor and accepted by Grantee subject to all covenants, conditions, restrictions, and other matters of record in the office of the County Recorder of Bonner County, Idaho, and all unpaid taxes and assessments, known or unknown (collectively, the "Permitted Exceptions").

TO HAVE AND TO HOLD the Real Property together with all improvements located thereon all and singular the rights and appurtenances thereto in anywise belonging, subject to the Permitted Exceptions, unto Grantee, its legal representatives, successors and assigns forever.

Grantor, as its sole warranty herein, specially warrants to Grantee, its successors and assigns, that it will forever defend title to the Real Property (subject to the Permitted Exceptions) against only those claims of persons claiming title to or asserting claims affecting title to the Real Property, or any part thereof, by, through or under Grantor, but not otherwise.

This Deed is made without any covenant, warranty or representation by, or recourse against, Grantor except to the extent expressly provided herein. By acceptance of this Deed, Grantee specifically acknowledges that, Grantee is not relying on (and Grantor does hereby disclaim and renounce) any representations or warranties of any kind or nature whatsoever, whether oral or written, express, implied, statutory or otherwise, from Grantor, regarding or relating to (a) the operation of the Real Property or uses or merchantability or fitness of any portion of the Real Property for a particular purpose, or (b) the physical condition of the Real Property or the condition or safety of the Real Property or suitability of the Real Property for a particular purpose. Grantor hereby disclaims and, by its acceptance of this Deed Grantee hereby waives and releases, any implied or statutory warranties or guaranties of fitness, merchantability or any other statutory or implied warranty or guaranty of any kind or nature regarding or relating to the Real Property, including any warranty regarding the condition or status of Grantor's or Grantee's title to the Real Property, except to the extent expressly provided herein. Grantee acknowledges and

agrees that the provisions of this paragraph were a material factor in Grantor's agreement to convey the Real Property to Grantee and Grantor would not have conveyed the Real Property to Grantee unless Grantor is expressly released and Grantee waives the rights as set forth in this paragraph.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, this Deed has been executed by Grantor as of September 9, 2021 to be effective as of September 15, 2021.

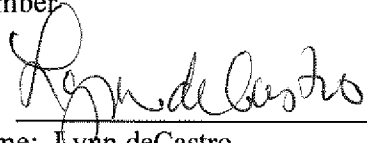
GRANTOR:

MILLTOWN PARK LLC, a Delaware limited liability company

By: Brownfield Development I, LLC, a Delaware limited liability company, its sole member

By: PRISA II LHC Master TRS, LLC, a Delaware limited liability company, its sole member

By: PRISA II LHC, LLC, a Delaware limited liability company, its sole member

By: 
Name: Lynn deCastro
Title: Vice President

STATE OF NEW JERSEY §
§
COUNTY OF MORRIS §

On September 9, 2021, before me, the undersigned, a notary public in and for said State, personally appeared Lynn deCastro, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that, by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

My Commission Expires:

Tamika Cooper Closeil, Notary Public

TAMIKA COOPER CLOSEIL
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 8/2/2023

EXHIBIT A

LEGAL DESCRIPTION

Lots 7, 8, and 9 of Milltown Park 2nd Addition, according to the plat thereof recorded in Book 12 of Plats, Page 018, records of Bonner County, Idaho, situated in the Southeast Quarter of Section 15, Township 57 North, Range 02 West of the B.M., City of Sandpoint, Bonner County, Idaho.

AFTER RECORDING RETURN TO:

First American Title Insurance Company
National Commercial Services
30 N. LaSalle Street, Suite 2700
Chicago, Illinois 60602
Attention: Jason Hissong