Special Warranty Deed

Karen Johnson Davidson County Batch# 969360 DEEDWARRSP 02/10/2023 08:25:30 AM 5 pgs Fees: $28.00 Taxes: $21,940.41 20230210-0009727	STATE OF TENNESSEE COUNTY OF DAVIDSON The actual consideration or value, whichever is greater, for this transfer is $5,929,840.07. Affiant Subscribed and sworn to before me, this the 8th day of February 2023. Notary Public My commission expires:

THIS INSTRUMENT WAS PREPARED BY
KAALBERG LAW, PLLC
123 South 11th Street
NASHVILLE, TN 37206

Address of New Owner(s) as follows:	Send Tax Bills To:	Map/Parcel Numbers
Intrepid College Preparatory 5221 Hickory Hollow Parkway Nashville, Tennessee 37013	New Owner	163-00-0-085.00

MEAH THOMISON STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY MY COMMISSION EXPIRES 7-19-2025

FOR AND IN CONSIDERATION of the above captioned sum, cash in hand paid by the Grantee and other good and valuable considerations accepted as cash, the receipt and sufficiency of which is hereby acknowledged, CSDCPC INTREPID, LLC, a Delaware limited liability company ("Grantor"), has, as of this 8th day of February, 2023 (the "Effective Date"), bargained and sold, and does hereby transfer and convey unto INTREPID COLLEGE PREPARATORY, a Tennessee nonprofit corporation ("Grantee"), its successors and assigns, certain real estate in Davidson County, Tennessee, as more particularly described on Exhibit A hereto. This is improved property, known as 5221 Hickory Hollow Parkway, Antioch, Tennessee 37013.

TO HAVE AND TO HOLD said real estate, with the appurtenance, estate, title and interest thereto belonging, to the Grantee, its successors and assigns forever. Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except for those permitted exceptions set forth on Exhibit B hereto and the representations and limitations as expressly provided for herein.

Grantor further covenants and bind itself and its representatives, to warrant and forever defend the title to said real estate to said Grantee, its successors and assigns, against the lawful claims of any person(s) claiming by, through, or under Grantor, but no others.

Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Special Warranty Deed effective as of the Effective Date.

GRANTOR:

CSDCPC INTREPID, LLC,
a Delaware limited liability company

By: CSDC Property Corporation,
an Arizona nonprofit corporation
Its: Sole Member

By: _____
Name: Rebecca Secrest
Title: Senior Vice President

STATE OF Ma)

COUNTY OF Essex)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Rebecca Secrest, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged herself to be Senior Vice President of CSDC Property Corporation, an Arizona nonprofit corporation, sole member of the within named bargainor, a Delaware limited liability company, and that she as such Senior Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the sole member of the company by herself as Senior Vice President.

Witness my hand and seal, at office in Salem, Ma, this the 6th day of February 2023.

Alfonsina Nardone
NOTARY PUBLIC

Alfonsina Nardone
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES
March 18, 2027

My Commission Expires: 3/18/27

Exhibit A

Legal Description

All that tract or parcel of land lying and being in the 32nd Councilmanic District, Nashville, Davidson County, Tennessee, and being more particularly described as follows:

Being Lot No. C-4, as shown on the plan of re-subdivision of Lots C, C-2, C-3, Section 15, Hickory Hollow Mall, being more particularly described as follows:

BEGINNING at an iron pin in the Southerly R.O.W. margin of Hickory Hollow Parkway, said pin being Westerly 562.42 feet from the Westerly terminus of a curve return to the Westerly R.O.W. margin of Bell Road, said point also being the True Point of Beginning; thence leaving said margin with the Westerly line of Lot No. C-3 as shown on the aforementioned plan of re-subdivision run, South 05 degrees 27 minutes 45 seconds West, 41.26 feet to a P.K. nail; thence run South 46 degrees 38 minutes 55 seconds West, 215.00 feet to a P.K. nail; thence run South 43 degrees 14 minutes 15 seconds East, 10.00 feet to a P.K. nail; thence run South 46 degrees 29 minutes 13 seconds West, 235.00 feet to a P.K. nail; thence run South 32 degrees 07 minutes 17 seconds West, 100.00 feet to an iron pin in the Northerly margin of the CSX Transportation Railroad; thence with said margin run North 58 degrees 20 minutes 13 seconds West, 264.68 feet to an iron pin; thence leaving said margin with the Easterly line of Lot No. C-5, run North 31 degrees 40 minutes 22 seconds East, 160.66 feet to an iron pin; thence continuing with said line run North 00 degrees 12 minutes 53 seconds East, 110.74 feet to a P.K. nail, said point being the PC of a curve to the left having a radius of 457.64 feet and having an arc distance of 127.93 feet; thence run along said curve to the left a chord bearing of North 82 degrees 03 minutes 09 seconds East and a chord distance of 127.52 feet to a concrete monument; thence run North 83 degrees 34 minutes 46 seconds East, 121.56 feet to an iron pin, said point being the PC of a curve to the right having a radius of 730.00 feet and having an arc distance of 273.15 feet; thence run along said curve to the right a chord bearing of North 84 degrees 45 minutes 25 seconds East and a chord distance of 271.56 feet to a point and back to the True Point of Beginning.

Together with and subject to appurtenant access easements as contained in Plat Book 5800, Page 230 and in the Reciprocal Access and Parking Easement, Restrictive Covenants, and Sewer Services Agreement Section 15 Hickory Hollow Mall, as set forth of record in Book 6188, Page 87, as amended by Amendment to Joint Access Easement Lots C-3 and C-4 Section 15 Hickory Hollow Mall Subdivision of record in Book 6207, Page 366, and further amended by Consent and Agreement of record in Book 7063, Page 98, as amended by Amendment of Consent and Agreement of record in Instrument No. 200407210086903, in the Register's Office for Davidson County, Tennessee.

Being the same property conveyed to CSDCPC Intrepid, LLC, a Delaware limited liability company, by Special Warranty Deed of record in Instrument No. 20170125-0007956, Register's Office for Davidson County, Tennessee.

Exhibit B

Permitted Exceptions

1. Taxes for the year 2023, a lien not yet due and payable.

2. Subject to all matters shown on the Plan of record in Plat Book 5800, Page 230, in the Register's Office of Davidson County, Tennessee.

3. Declaration of Protective Covenants for Hickory Hollow of record in Book 5125, Page 769, as amended by Amendment to Declaration of Protective Covenants for Hickory Hollow of record in Book 5337, Page 933; Restated and Amended Declaration of Protective Covenants for Hickory Hollow of record in Book 5441, Page 968; Amendment to Restate and Amended Declaration of Protective Covenants for Hickory Hollow of record in Book 5792, Page 491; Second Amendment to Restated and Amended Declaration of Protective Covenants for Hickory Hollow of record in Book 5951, Page 26; and Third Amendment to Restated and Amended Declaration of Protective Covenants for Hickory Hollow of record in Book 6011, Page 163, in the Register's Office of Davidson County, Tennessee.

4. Covenants as set forth in Book 6189, Page 784, in the Register's Office of Davidson County, Tennessee.

5. Terms and Conditions of Reciprocal Access and Parking Easement, Restrictive Covenants, and Sewer Services Agreement Section 15 Hickory Hollow Mall, as set forth of record in Book 6188, Page 87, as amended by Amendment to Joint Access Easement Lots C-3 and C-4 Section 15 Hickory Hollow Mall Subdivision of record in Book 6207, Page 366, and further amended by Consent and Agreement of record in Book 7063, Page 98, as amended by Amendment of Consent and Agreement of record in Instrument No. 20040721-0086903, in the Register's Office of Davidson County, Tennessee.

6. Easement Deed by Court Order in Settlement of Landowner Action granted to Qwest Communications International, Inc., et al, of record as Instrument No. 20120228-0017172, in the Register's Office of Davidson County, Tennessee.

7. Possible right of CSX Transportation Railroad to increase its right-of-way to the full extent of its charter.

8. Declaration of Restrictions and Covenants for Stormwater Facilities and Systems of record in Instrument No. 20170811-0082521, in the Register's Office of Davidson County, Tennessee.

Tennessee Certification of Electronic Document

I, Will Rogers, 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 2/8/23 (date of document).

Affiant Signature

2/8/23
Date

State of Tennessee

County of Williamson

Sworn to and subscribed before me this 8th day of February, 2023.

Notary's Signature

MY COMMISSION EXPIRES: 2-24-2025

NOTARY'S SEAL

BRINA MATHIS
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY