Karen Johnson Davidson County
Batch # 1200542 DEEDWARRSP
11/01/2024 03:51:45 PM 7 pgs
Fees: $38.00 Taxes: $7,929.10
20241101-0085237

This Instrument Prepared By:
Hannah K.V. Cassidy
Reno & Cavanaugh, PLLC
424 Church Street, Suite 2910
Nashville, TN 37219

SPECIAL WARRANTY DEED

Address New Owner(s):	Send Tax Bills to:	Map-Parcel No.
Shelby House II, LP 9020 Overlook Blvd., Suite 120 Brentwood, TN 37027	Shelby House II, LP 9020 Overlook Blvd., Suite 120 Brentwood, TN 37027	093030A00300CO

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is Two Million One Hundred Forty-Three Thousand and 00/100 Dollars ($2,143,000.00).

Affiant

SUBSCRIBED AND SWORN TO before me, this the 29th day of October, 2024.

Notary Public

My Commission Expires: 9-7-2026

LISA A. WILLIAMS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires 09-07-2026

For and in consideration of the sum of ONE HUNDRED and No/100 Dollars ($100.00), the receipt and sufficiency of which are hereby acknowledged, **SAMARITAN RECOVERY COMMUNITY, INC.,** a Tennessee nonprofit corporation ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto **SHELBY HOUSE II, LP**, a Tennessee limited partnership ("Grantee"), its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, more particularly described on Exhibit A attached hereto and incorporated herein by this reference, together with all improvements, buildings, and structures located thereon (the "Property").

The Property is improved property located at 400 S. 5th St., Nashville, Davidson County, Tennessee 37206.

This conveyance is expressly made subject to those matters more specifically set forth on Exhibit B attached hereto and incorporated herein by this reference.

To have and to hold the Property with the appurtenances, estate, title and interest thereto belonging to Grantee, its successors and assigns in fee simple forever.

Grantor does covenant with Grantee that Grantor is lawfully seized and possessed of the Property in fee simple and Grantor has a good right to convey the Property.

Grantor covenants with Grantee that Grantor has not made, done, executed, allowed or suffered any act, instrument or thing whatsoever whereby said land, or any part thereof, now or at any time hereafter shall be charged or encumbered in any manner whatsoever.

Grantor further covenants and bind Grantor, its successors, and assigns to warrant and defend the title to the Property to Grantee, its successors and assigns, against the lawful claims of all persons whomsoever claiming title against all acts of the Grantor herein and no other (except claims arising from the matters set forth on Exhibit B), but not further or otherwise. This conveyance is expressly made subject to the matters set forth on Exhibit B.

This property is conveyed as of October 31, 2024.

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

Witness my hand on the date set forth above.

SAMARITAN RECOVERY COMMUNITY, INC., a Tennessee nonprofit corporation

By: _____
Todd Friedenberg, Trustee and Authorized Person

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned authority, a Notary Public in and for the County and State aforesaid, personally appeared Todd Friedenberg, 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 Chairman of Board of Trustees of Samaritan Recovery Community, Inc., the within named bargainor, a Tennessee nonprofit corporation, and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

WITNESS my hand and seal at office in the aforesaid county and state, this the 23 day of October, 2024.

_____
Notary Public

My Commission Expires: My Commission Expires September 5, 2028

JACQUELYN CARTER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

[SIGNATURE PAGE TO SPECIAL WARRANTY DEED]

EXHIBIT A

UNIT 3:

Certain real property in Davidson County, State of Tennessee, described as follows, to wit:

Unit No. 3, together with the appurtenant interest in the common elements and limited common elements of Shelby House Condominium, a condominium established by the Declaration of the Shelby House Condominium of record in Instrument No. 20211210-0164269, Register's Office for Davidson County, Tennessee, said Unit being depicted on the Plat of the Shelby House Condominium attached as an Exhibit to the aforementioned Declaration, being more particularly described as follows:

Being a tract of land lying in Nashville, Davidson County, Tennessee, and being more particularly described as follows;

Beginning at an existing pk nail at the intersection of the easterly right-of-way line of South 4th Street and the southerly right-of-way line of Alley #263;

Thence leaving the easterly right-of-way line of South 4th Street with the southerly right-of-way line of Alley #263, with a curve to the right, along an arc length of 31.47 feet, the central angle of which is 90 deg 08 min 38 sec, the radius of which is 20.00 feet, the chord of which is North 20 deg 11 min 39 sec East, 28.32 feet to an existing pk nail;

Thence North 65 deg 15 min 58 sec East, 220.49 feet to an existing iron rod;

Thence North 24 deg 52 min 44 sec West, 6.45 feet to an existing pk nail;

Thence North 65 deg 16 min 00 sec East, 179.88 feet to an existing iron rod;

Thence with a curve to the right, along an arc to the right, along an arc length of 31.54 feet, the central angle of which is 90 deg 20 min 41 sec, the radius of which is 20.00 feet, the chord of which is South 69 deg 33 min 39 sec East, 28.37 feet to an existing pk nail at the intersection with the westerly right-of-way line of South 5th Street;

Thence leaving the southerly right-of-way line of Alley #263, with the westerly right-of-way line of South 5th Street, South 24 deg 23 min 19 sec East, 164.22 feet to a point;

Thence leaving the westerly right-of-way line of South 5th Street, with a line through the property of Samaritan Recovery Community, Inc., as of record in Instrument Number: 20210212-0020097, at the Register's Office for Davidson County, Tennessee for the following three calls;

1) South 65 deg 18 min 08 sec West, 259.54 feet to a point;
2) South 24 deg 20 min 34 sec East, 30.27 feet to a point;

3) South 65 deg 06 min 51 sec West, 179.14 feet to a point in the easterly right-of-way line of South 4th Street;

Thence with the easterly right-of-way line of South 4th Street, North 24 deg 53 min 08 sec West, 12.56 feet to an existing pk nail;

Thence North 24 deg 52 min 40 sec West, 175.86 feet to the POINT OF BEGINNING. Containing 84,759 square feet or 1.946 acres more or less.

Being a portion of the same property conveyed to Samaritans, Inc., as of record in Deed Book 4205, Page 340, at the Register's Office for Davidson County, Tennessee and the property conveyed to Samaritan Recovery Community, Inc., as of record in Instrument Number: 20021218-0156176 and Instrument Number: 20061204-0149313, at the Register's Office for Davidson County, Tennessee.

Also, being a portion of the same property described in Quitclaim Deed to consolidate the property from Samaritan Recovery Community, Inc., a Tennessee nonprofit corporation, formerly known as Samaritans, Inc., a Tennessee corporation, to Samaritan Recovery Community, Inc., a Tennessee nonprofit corporation, recorded on February 12, 2021 in Instrument No. 20210212-0020097, in the Register's Office for Davidson County, Tennessee.

EASEMENT PARCEL

Those easements set forth in Declaration of Easements of record in Instrument No. 20211210-0164270, in the Register's Office for Davidson County, Tennessee, benefiting Unit No. 3 of the Shelby House Condominium, as amended by Amendment to Declaration of Easements of record in Instrument No. 20241101-0085236, in the Register's Office for Davidson County, Tennessee.

Also, those certain easements set forth in Declaration of Encroachment Easements between Metropolitan Development and Housing Agency, Samaritan Recovery Community, Inc., a Tennessee nonprofit corporation, and Shelby House 1, LP, a Tennessee limited partnership, of record in Instrument No. 20240916-0071025, in said Register's Office.

EXHIBIT B

ENCUMBRANCES

1. Taxes and assessments for the year 2025, and subsequent years, not yet due and payable.

2. This property is subject to a Declaration of Easements of record in Instrument No. 20211210-0164270, in the Register's Office for Davidson County, Tennessee, as amended by Amendment to Declaration of Easements of record in Instrument No. * 20241101-0085236, in said Register's Office. Said declaration is blanket in nature. (Affects Units 1, 2, & 3)

3. This property is subject to a Declaration of the Shelby House Condominium of record in Instrument No. 20211210-0164269, in said Register's Office. Said declaration is blanket in nature. (Affects Units 1, 2, & 3)

4. This property is subject to a Declaration of Restrictions and Covenants for Stormwater Facilities and Systems of record in Instrument No. 20211110-0149936, in the Register's Office for Davidson County, Tennessee. Said declaration is blanket in nature. (Affects Units 1, 2, & 3)

5. This property is subject to a Declaration of Restrictions and Covenants for Stormwater Facilities and Systems of record in Instrument No. 20221117-0122346, in the Register's Office for Davidson County, Tennessee. Said declaration is blanket in nature. (Affects Units 1, 2, & 3)

6. This property is subject to Declaration of Encroachment Easements of record in Instrument No. 20240916-0071025, in said Register's Office.

AS TO UNITS 1 AND 2 EASEMENT RIGHTS:

7. The Land Use Restriction Agreement of record in Instrument No. 20211210-0164280, in said Register's Office, as amended by Amended and Restated Land Use Restriction Agreement of record in Instrument No. 20221214-0129723, in said Register's Office, blanketly describes Unit 1.

8. The Tennessee Housing Development Agency National Housing Trust Fund Program Declaration of Restrictive Covenants of record in Instrument No. 20211210-0164282, in said Register's Office, as amended by Amendment No. 01 to Tennessee Housing Development Agency National Housing Trust Fund Program Declaration of Restrictive Covenants of record in Instrument No. 20221214-0129726, in said Register's Office, blanketly describes Unit 1.

9. The Declaration of Restrictive Covenants of record in Instrument No. 20211210-0164284, in said Register's Office, blanketly describes Unit 1.

10. The Declaration of Land Use Restrictive Covenants for Low-Income Housing Tax Credits of record in Instrument No. 20211210-0164286, in said Register's Office, blanketly describes Units 1 and 2.

11. The Tennessee Department of Mental Health and Substance Abuse Services Creating Homes Initiative 2.0 Program Declaration of Restrictive Covenants between Samaritan Recovery

Community, Inc., Shelby House 1, LP, and Tennessee Department of Mental Health and Substance Abuse Services, of record in Instrument No. 20230118-0004071, in said Register's Office, blanketly describes Unit 2.

12. The Grant of Easement dated August 15, 2022 between Comcast Cable Communications Management, LLC and Shelby House 1, LP and recorded in Instrument No. 20230428-0031257, in said Register's Office, blanketly describes Units 1 AND 2.

13. Declaration of Restrictive Covenants dated September 20, 2023 by Shelby House 1, LP, a Tennessee limited partnership, in favor and for the benefit of the Metropolitan Development and Housing Agency of Nashville, Tennessee, of record in Instrument No. 20231120-0090058, in said Register's Office, blanketly describes Unit 1.