Karen Johnson Davidson County
Batch# 1278522 DEEDWARRSP
05/28/2025 03:19:30 PM 10 pgs
Fees: $52.00 Taxes: $0.00
20250528-0041907

This Instrument Prepared By:
Hannah K.V. Cassidy
Reno & Cavanaugh, PLLC
424 Church Street, Suite 1750
Nashville, TN 37219

SPECIAL WARRANTY DEED

Address New Owner:	Send Tax Bills to:	Map-Parcel No.
Metropolitan Development and Housing Agency 701 South Sixth Street Nashville, TN 37206	Grantee is Tax-Exempt	All of 093030A00200CO

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Transfers to Grantee Are Exempt – No Transfer Tax Due.

Affiant

SUBSCRIBED AND SWORN TO before me, this the 27 day of May, 2025.

Notary Public

My Commission Expires: 09-05-2028

OLIVIA DAVID STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires 09-05-2028

For and in consideration of the sum of TEN and 00/100 Dollars ($10.00), the receipt and sufficiency of which are hereby acknowledged, **SHELBY HOUSE 1, LP,** a Tennessee limited partnership ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto **METROPOLITAN DEVELOPMENT AND HOUSING AGENCY,** a public body and a body corporate and politic organized under the Tennessee Housing Authorities Law, T.C.A. § 13-20-101, et seq. ("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 known as 410 S. 5th Street, 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 covenants and binds Grantor, its successors, and assigns to warrant and defend the title to the Property for 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.

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

Witness my hand as of the 1st day of December, 2021.

SHELBY HOUSE 1, LP, a Tennessee limited partnership

By: SRC SHELBY HOUSE I GP, INC., a Tennessee corporation, its General Partner

By: _____
Todd Friedenberg, President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned authority, a Notary Public of said County and State, 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 President of SRC Shelby House I GP, Inc., a Tennessee corporation, the General Partner of Shelby House 1, LP, the within named bargainor, a Tennessee limited partnership, and that he as such officer executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation in its capacity as General Partner of the partnership, and on its behalf, by himself as such officer of the corporation.

Witness my hand and seal, in the aforesaid county and state, this 24th day of April, 2025.

_____
Notary Public

My Commission expires: May 3, 2027

JOSEPH M. WRIGLEY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 05-03-2027

[SIGNATURE PAGE TO SPECIAL WARRANTY DEED (MDHA - UNIT 2)]

4913-3178-4980

EXHIBIT A

PROPERTY DESCRIPTION

UNIT 2

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

Unit No. 2, 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 "X" in concrete, at the intersection of the northerly right-of-way line of Shelby Avenue and the westerly right-of-way line of South 5th Street;

Thence leaving the westerly right-of-way line of South 5th Street, with the northerly right-of-way line of Shelby Avenue, South 65 deg 18 min 08 sec West, 136.24 feet to a point;

Thence leaving the northerly right-of-way line of Shelby Avenue, with a line through the property of Samaritan Recovery Community, Inc., for the following two calls;

1) North 24 deg 42 min 38 sec West, 188.95 feet to a point;
2) North 65 deg 18 min 08 sec East, 137.31 feet to a point in the westerly right-of-way line of South 5th Street;

Thence with the westerly right-of-way line of South 5th Street, South 24 deg 23 min 19 sec East, 188.95 feet to the POINT OF BEGINNING. Containing 25,844 square feet or 0.593 acres more or less.

Being a portion of the same property conveyed by Samaritan Recovery Community, Inc., to Shelby House 1, LP, a Tennessee limited partnership, by Special Warranty Deed of record in Instrument No. 20211210-0164271, in the Register's Office for Davidson County, Tennessee.

Further being the same property leased to Samaritan Recovery Community, Inc., a Tennessee nonprofit corporation, from Shelby House 1, LP, a Tennessee limited partnership, as evidenced by Memorandum of Lease dated December 1, 2021, and recorded as Instrument No. 20211210-0164275, in said Register's Office.

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 and burdening Unit No. 1, Unit No. 2, and 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

PERMITTED ENCUMBRANCES

1. Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing from Shelby House 1, LP, a Tennessee limited partnership, to PNC Bank, National Association, dated December 8, 2021, filed for record on December 10, 2021 at 2:46 p.m., in Instrument No. 20211210-0164276, in the Register's Office for Davidson County, Tennessee, in the principal sum of $52,033,109.00, as affected by that certain Consent and Joinder of Ground Lessor attached to the Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing.

2. Assignment of Leases and Rents from Shelby House 1, LP for the benefit of PNC Bank, National Association, of record in Instrument No. 20211210-0164277, in said Register's Office.

3. UCC-1 Financing Statement of record in Instrument No. 20211210-0164278, in said Register's Office.

4. 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.

5. Terms and conditions contained in Declaration of Easements of record in Instrument No. 20211210-0164270, in said Register's Office.

   As amended by Amendment to Declaration of Easements executed by Samaritan Recovery Community, Inc., Shelby House 1, LP., and the Metropolitan Development and Housing Agency and filed for record as Instrument No. 20241101-0085236, in said Register's Office.

6. Terms and conditions contained in the Declaration of the Shelby House Condominium of record in Instrument No. 20211210-0164269, in said Register's Office.

7. Terms and conditions contained in the Declaration of the Shelby House LIHTC SubCondominium of record in Instrument No. 20211210-0164272, in the Register's Office for Davidson County, Tennessee.

8. Terms and conditions contained in the Ground Lease by and between Shelby House 1, LP, a Tennessee limited partnership, and Metropolitan Development and Housing Agency, as evidenced by that certain Memorandum of Lease recorded on December 10, 2021, in Instrument No. 20211210-0164274, in said Register's Office.

9. 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.

10. 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.

11. Declaration of Restrictive Covenants of record in Instrument No. 20211210-0164284, in said Register's Office.

12. Declaration of Land Use Restrictive Covenants for Low-Income Housing Tax Credits of record in Instrument No. 20211210-0164286, in said Register's Office.

    As amended by Amendment No. 1 to Declaration of Land Use Restrictive Covenants for Low-Income Housing Tax Credits between the Tennessee Housing Development Agency and Shelby House 1, LP of record in Instrument No. 20241203-0093878, in said Register's Office.

13. Subordination of Management Agreement of record in Instrument No. 20211210-0164279, in said Register's Office.

14. 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.

15. 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. (Unit 2)

16. 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.

17. Declaration of Restrictions and Covenants for Stormwater Facilities and Systems of record in Instrument No. 20231120-0090058, in Register's Office for Davidson County, Tennessee. (Unit 1)

18. Declaration of Encroachment Easements executed by the Metropolitan Development and Housing Agency, Samaritan Recovery Community, Inc., and Shelby House 1, LP, and filed for record as Instrument No. 20240916-0071025, in said Register's Office.

19. Subordinate Deed of Trust, Assignment of Leases and Rents, and Security Agreement from Shelby House 1, LP, a Tennessee limited partnership, to Old Republic National Title Insurance Company, as Trustee, for the benefit of Samaritan Recovery Community, Inc., a Tennessee nonprofit corporation, in the amount of $900,000.00, of record in Instrument No. 20211210-0164281, in said Register's Office, and assigned by Collateral Assignment of Deed of Trust, Assignment of Leases and Rents, and Security Agreement, of record in Instrument No. 20211210-0164283, in said Register's Office.

    Said Collateral Assignment having been amended by First Amendment of record in Instrument No. 20221214-0129725, in said Register's Office.

    Subordinated to the PNC Bank, National Association, Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, by Subordination Agreement of record in Instrument No. 20211210-0164285, in said Register's Office.

    As amended by First Amendment to Subordinate Deed of Trust, Assignment of Leases and Rents, and Security Agreement National Housing Trust Fund (Shelby House) of record in Instrument No. 20221214-0129724, in said Register's Office.

20. Tax Credit Assistance Program Deed of Trust from Shelby House 1, LP, to Old Republic National Title Insurance Company of Tennessee, as Trustee, for the benefit of the Tennessee Housing Development Agency, in the amount of $1,873,936.00, of record in Instrument No. 20221214-0129727, in said Register's Office, and assigned by Collateral Assignment of Deed of Trust of record in Instrument No. 20221214-0129728, in said Register's Office.

    Subordinated to the PNC Bank, National Association, Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, by Subordination Agreement of record in Instrument No. 20221214-0129729, in said Register's Office.

21. Subordinate Deed of Trust, Assignment of Leases and Rents, and Security Agreement Tennessee Department of Mental Health and Substance Abuse Services (Shelby House) from Shelby House 1, LP to Samaritan Recovery Community, Inc., of record in Instrument No. 20230118-0004069, in said Register's Office. (Unit 2)

22. Collateral Assignment of Deed of Trust, Assignment of Leases and Rents, and Security Agreement (Shelby House) from Samaritan Recovery Community, Inc., to Tennessee Department of Mental Health & Substance Abuse Services, record in Instrument No. 20230118-0004070, in said Register's Office. (Unit 2)

23. Deed of Trust with Security Agreement and Assignment of Rents and Leases from Shelby House 1, LP to Dr. Troy D. White, Trustee, of Nashville, Davidson County, Tennessee of record in Instrument No. 20231120-0090059, in said Register's Office. (Unit 1).

As amended by First Amendment to Deed of Trust, Security Agreement and Fixture Filing and Amendment to Declaration of Restrictive Covenants filed for record as Instrument No. 20240805-0059107, in said Register's Office.

24. Terms and conditions contained in the Lease Agreement by and between Shelby House 1, LP, a Tennessee limited partnership (as Landlord), and Samaritan Recovery Community, Inc. (as Tenant), as evidenced by that certain Memorandum of Lease recorded on December 10, 2021, in Instrument No. 20211210-0164275, in said Register's Office. (AS TO UNIT 2).

25. Any discrepancies, conflicts, easements, boundary line disputes, any shortages in area, encroachments or protrusions, or overlapping of improvements which would be disclosed by an inspection and accurate survey of the premises, together with any facts, rights, interests or claims which are not shown by the public record, but which could be ascertained by an inspection of the land or by making inquiry of person(s) in possession thereof.

True Copy Certification

I, Madisson Davis, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of 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 April 24, 2025.

Affiant Signature

5/27/25
Date

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Sworn to and subscribed before me this 27 day of May,2025.

Notary's Signature

My Commission Expires: 09-05-2028

Notary Seal

