Karen Johnson Davidson County
Batch# 1326871 DEEDWARRSP
09/25/2025 02:18:30 PM 9 pgs
Fees: $48.00 Taxes: $16,209.70
20250925-0076653

THIS INSTRUMENT PREPARED BY:
BASS, BERRY & SIMS PLC (JSL)
21 Platform Way South, Suite 3500
Nashville, TN 37203

# SPECIAL WARRANTY DEED

| Address New Owner: | Send Tax Bills To: | Map/Parcel Number: |
|---|---|---|
| Nashville Classical<br>1015 Davidson Drive<br>Nashville, TN 37209 | Same | 10214000100 |

FOR AND IN CONSIDERATION OF the sum of TEN AND NO/100 DOLLARS ($10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the **TRUSTEES OF THE JOE C. DAVIS FOUNDATION, ESTABLISHED UNDER THE JOE C. DAVIS FOUNDATION DECLARATION OF TRUST, DATED DECEMBER 23, 1976** (the "Grantor"), has bargained and sold, and hereby transfers and conveys to **NASHVILLE CLASSICAL**, a Tennessee non-profit corporation, and its successors and assigns (the "Grantee"), certain real property in Davidson County, Tennessee, being more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property").

TO HAVE AND TO HOLD said Property, together with the appurtenances, hereditaments, estate, title and interest thereto belonging, to Grantee, forever.

This is improved property known as 1015 Davidson Drive, Nashville, TN 37209

Said Property is conveyed subject to the terms, conditions and provisions of this Special Warranty Deed (including all provisions set forth under the Restrictive Covenant and Purchase Option section below), all taxes and assessments for the year 2025 and subsequent years, a lien not yet due and payable, and all rights, reservations, restrictions, covenants, conditions, easements and other matters of record that may affect such Property (collectively, the "Permitted Encumbrances").

Grantor covenants and binds itself and its successors and assigns to warrant specially and defend to Grantee forever the title to said Property against the lawful claims of all persons claiming through or under Grantor (excluding claims arising out of the Permitted Encumbrances), but no further or otherwise.

Restrictive Covenant and Purchase Option

1. As a condition to Grantor's agreement to sell the Property to Grantee, and as additional consideration for the transfer of the Property from Grantor to Grantee, Grantor has

required that certain restrictions be placed upon the use of the Property, which restrictions are designed to protect the interests of Grantor. Grantee has agreed to purchase the Property subject to the imposition of the restrictions set forth below on the Property and the granting of the Purchase Option (defined below) to Grantor.

2. Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following restrictive covenant is hereby agreed upon by Grantor and Grantee and shall be a covenant running with the land and shall be binding upon Grantee, its successors and assigns, and the Property and/or any portion thereof forever: Grantee agrees that the Property shall at all times be utilized and otherwise operated as a charter school and uses ancillary thereto and no other purpose or use (the "Restrictive Covenant").

3. Grantee acknowledges and agrees that the Restrictive Covenant forms part of the consideration under this Special Warranty Deed for Grantee's purchase of the Property and is among the inducements for Grantor entering into and consummating the transactions contemplated herein. Grantee acknowledges and agrees that the geographic area covered by the Restrictive Covenant is fair, reasonable and necessary, and the consideration received by Grantee is deemed to be sufficient and adequate to compensate Grantee for agreeing to the Restrictive Covenant. If, however, any court determines that the Restrictive Covenant is not reasonable, such restriction shall be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable.

4. In the event the Property ever ceases to be used for a charter school in accordance with the Restrictive Covenant and prior to Grantee spending in excess of $10,000,000.00 pursuant to paragraph 5 below, Grantor shall have the right and option to acquire the Property back from Grantee (or its successor-in-interest in ownership of the Property) (the "Purchase Option") for $4,381,000.00 (the "Purchase Price"). If Grantor desires to exercise the Purchase Option, it must give written notice of same (the "Purchase Option Exercise Notice") to Grantee (or its successor-in-interest in ownership of the Property) at any time after the Property is no longer utilized and otherwise operated as a charter school and uses ancillary thereto. If the Purchase Option is exercised, Grantor and Grantee (or its successor-in-interest in ownership of the Property) shall close on the sale and purchase of the Property (the "Closing") through escrow with First American Title Insurance Company on the date that is sixty (60) days from the date Grantor delivers the Purchase Option Exercise Notice. If the Purchase Option is exercised (i) the Purchase Price shall be paid at Closing, (ii) Grantor shall take title to the Property subject to taxes and assessments for the current year and all matters of record, including any first lien deed of trust on the Property (provided that, for purposes of clarity, in no event shall the foreclosure of any first lien deed of trust on the Property or the taking of title to the Property by any other method (including, without limitation, via a deed-in-lieu of foreclosure) extinguish the Restrictive Covenant, the Repurchase Option or the provisions of this Restrictive Covenant and Purchase Option section, and any beneficiary of any first lien deed of trust on the Property or any other person or entity that acquires the Property via foreclosure, deed-in-lieu of foreclosure or any other method shall take title to the Property subject to the Restrictive Covenant, the Repurchase Option and the provisions of this Restrictive Covenant and Purchase Option section), (iii) the Property shall be conveyed to Grantor via special warranty deed subject only to the exceptions described above, (iv) Grantee shall be responsible for all closing costs related to

Closing including, without limitation, transfer taxes, recording fees, escrow fees and title insurance premiums, and (v) Grantee shall convey the Property to Grantor in its then current condition without any representation or warranty whatsoever (except as may be stated in the special warranty deed), "AS IS, WHERE IS, WITH ALL FAULTS."

5. If and to the extent Grantee improves or has improved the Property from October 6, 2022 and following the date of this Special Warranty Deed in an amount in excess of $10,000,000.00 with such improvements being related solely to improving the Property for a K-8 charter school with classrooms and customary gathering rooms (such as an auditorium or gymnasium), meeting areas and teacher and administrative offices, Grantor agrees that it shall execute and record a release and termination of the above Restrictive Covenant and Purchase Option upon being provided satisfactory evidence from Grantee of the nature and costs of such improvements.

6. All provisions of this Special Warranty Deed will be deemed to be covenants that run with the Property, will bind every person having any fee, leasehold or other interest in any portion of the Property at any time or from time-to-time, and will inure to the benefit of and will be binding upon Grantor and Grantee, and their respective successors and assigns and to the benefit of mortgagees, lessees, and sublessees under mortgages, leases, and subleases covering the Property, or any portion thereof and beneficiaries and trustees under deeds of trust covering the Property or any portion thereof.

7. Grantee joins in the execution of this Special Warranty Deed to acknowledge its agreement to the provisions of this Restrictive Covenant and Purchase Option section.

*(Next Page is Signature Page)*

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument or has caused same to be executed effective as of the 25th day of September, 2025.

**GRANTOR:**

**TRUSTEES OF THE JOE C. DAVIS FOUNDATION, ESTABLISHED UNDER THE JOE C. DAVIS FOUNDATION DECLARATION OF TRUST, DATED DECEMBER 23, 1976**

By: _____
Name: William R. DeLoache, Jr.
Title: Trustee

STATE OF TENNESSEE )

COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public having authority within the State and County aforesaid, William R. DeLoache, Jr., with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is a Trustee of the Trustees of the Joe C. Davis Foundation, Established under the Joe C. Davis Foundation Declaration of Trust, Dated December 23, 1976, and is authorized by the trust to execute this instrument on behalf of the trust.

WITNESS my hand, at office, this 24 day of September, 2025.

_____
Notary Public

My Commission Expires: 11/8/2027

MARIE CAMPBELL
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 11-8-2027

*(Signature Pages Continue on Following Page)*

**GRANTEE:**

**NASHVILLE CLASSICAL**, a Tennessee non-profit corporation

By: _____
Name: Charles M. Friedman
Title: Executive Director

STATE OF TENNESSEE )

COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public having authority within the State and County aforesaid, Charles M. Friedman, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Executive Director of Nashville Classical, a Tennessee non-profit corporation, and is authorized by the non-profit corporation to execute this instrument on behalf of the non-profit corporation.

WITNESS my hand, at office, this 23rd day of September, 2025.

_____
Notary Public

My Commission Expires: 10/4/27

REGINALD STINSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 10-04-2027

STATE OF Tennessee )

COUNTY OF Davidson )

The actual consideration for this transfer or value of property transferred (whichever is greater) is $4,381,000.00.

Affiant

Sworn to and subscribed before me this 23rd day of September, 2025.

Notary Public

My Commission Expires:

10/4/27

REGINALD STINSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 10-04-2027

## Exhibit A

A Tract of land situated in the 22nd Councilmanic District of Nashville, Davidson County, Tennessee, being more particularly described as follows:

Beginning at a ½" iron rod (found) with a Volunteer cap in the southerly right of way margin of Charlotte Pike (R/W varies), said iron rod is at the southwesterly intersection with Davidson Drive;

Thence, with a curve to the right, having a radius of 50.00 feet, a central angle of 89 deg. 55'11", an arc length of 78.47 feet and a chord which bears south 58 deg. 06'59" East a distance of 70.66 feet to a ½" iron rod (found) with a Volunteer cap being in the westerly right of way margin of Davidson Drive (R/W varies);

Thence, continuing with said right of way margin the following five (5) calls:

South 13 deg. 07'59" East a distance of 25.00 feet to an iron rod (set), being the beginning of a non-tangent curve to the right;

Thence, with a non-tangent curve to the right, having a radius of 891.70 feet, a central angle of 21 deg. 58'18", an arc length of 341.95 feet and a chord which bears South 2 deg. 28'33" East a distance of 339.86 feet to a ½" iron rod (found) with a Volunteer cap;

Thence, South 8 deg. 10'52" West a distance of 103.11 feet to a ½" iron rod (found) with a Volunteer cap;

Thence, North 81 deg. 26'25" West a distance of 10.00 feet to an iron rod (set);

Thence, South 8 deg 06'58" West a distance of 174.19 feet to a concrete highway monument (found);

Thence, South 05 deg 37'42" East a distance of 112.74 feet to a concrete highway monument (found), being the northwesterly right of way intersection of Davidson Drive and Hapwood Drive;

Thence, leaving Davidson Drive and with the northerly right of way margin of Hapwood Drive (R/W varies) the following two (2) calls:

South 70 deg 29'12" West a distance of 420.06 feet to a concrete highway monument (found), being the beginning of a non-tangent curve to the left;

Thence, with a non-tangent curve to the left have a radius of 1185.34 feet, a central angle of 02 deg. 32'44", an arc length of 52.66 feet and a chord which bears South 69 deg. 43'19" West a distance of 52.66 feet to a ½" iron rod (found) with a Ragan Smith cap, being the southwesterly-most corner of the herein described tract and in the common line of Lot 1 of the Consolidation of

Crescent Nashville West, LLC Plat as recorded in Instrument No. 201812040118350, Register's Office for Davidson County, Tennessee, (R.O.D.C.);

Thence, with said plat the following four (4) calls:

North 04 deg. 57'48" East a distance of 208.80 feet to a ½" iron rod (found) with no cap;

Thence, North 28 deg. 34'01" West a distance of 127.75 feet to a ½" iron rod (found) with no cap;

Thence, North 03 deg. 45'55" East a distance of 267.62 feet to a ½" iron rod (found) with a Ragan Smith cap;

Thence, North 19 deg. 00'41" West a distance of 250.70 feet to a ½" iron rod (found) with a Ragan Smith cap, being in the southerly right of way margin of Charlotte Pike (R/W varies) and the northeast corner of the herein described tract;

Thence, leaving said plat and with the southerly right of way margin of Charlotte Pike the following two (2) calls:

With a non-tangent curve to the right, having a radius of 1392.40 feet, a central angle of 02 deg. 28'37", an arc length of 60.19 feet and a chord which bears North 75 deg. 43'21" East a distance of 60.19 feet to a concrete highway monument (found);

Thence, North 76 deg 48'50" East a distance of 464.08 feet to the Point of Beginning.

Being the same property conveyed to Trustees of The Joe C. Davis Foundation, established under The Joe C. Davis foundation declaration of Trust, Dated December 23, 1976, by Deed from Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Instrument No. 201905220048593, in the Register's Office of Davidson County, Tennessee.

48318394.3

**Tennessee Certification of Electronic Document**

I, Erica Allyn, 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 9/23/2025 (date of document).

Erica Allyn
Affiant Signature

9/25/2025
Date

State of Tennessee
County of Davidson

Sworn to and subscribed before me this 25th day of September, 2025.

Dongelia Davis
Notary's Signature

MY COMMISSION EXPIRES: 1/22/2029

NOTARY'S SEAL

