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**3120190006937 RECORDED IN THE RECORDS OF JEFFREY R. SMITH, CLERK OF CIRCUIT COURT INDIAN RIVER CO FL
BK: 3181 PG: 1835, 2/4/2019 1:58 PM D DOCTAX PD \$0.70**

This instrument prepared by, and after recording return to:

Randi S. Nathanson
The Nathanson Group PLLC
One Union Square
Suite 2000
Seattle, WA 98101

After recording return to:

First American Title Insurance Company
1125 17th Street, Suite 500
Denver, Colorado 80202
Attn: Laurie McKee

(Space reserved for Clerk of Court)

PARCEL IDENTIFICATION NO.: 33390600001014000005.0

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and entered into as of the 31st day of January, 2019 by CCAT 2 L.P., a Delaware limited partnership, Grantor, whose mailing address is 631 W. Morse Blvd., Winter Park, FL 32789, to NHI-REIT OF NEXT HOUSE, LLC, a Delaware limited liability company, Grantee, whose mailing address is c/o National Health Investors, Inc., 222 Robert Rose Drive, Murfreesboro, TN 37129. Wherever used herein, the terms "Grantor" and "Grantee" shall include all of the parties to this instrument and their respective successors and assigns.

WITNESSETH:

GRANTOR, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain, sell, remise, release, convey and confirm to Grantee, the following described land situate and being in Indian River County, Florida (the "Property"):

See **Exhibit A** attached hereto and made a part hereof.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining to the Property;

TOGETHER WITH all buildings and other improvements now located on the Property;

TOGETHER WITH all of Grantor's right, title and interest, if any, in and to any easements appertaining to the Property; and

TOGETHER WITH all of Grantor's right, title and interest, if any, in and to the streets, avenues, roads, ways alleys, waterways and canals, open and proposed, in front of or adjoining the Property.

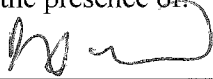


THIS CONVEYANCE is subject to those matters set forth on Exhibit B attached hereto and made a part hereof.

TO HAVE and to hold the same in fee simple forever.

GRANTOR hereby covenants with Grantee that it is lawfully seized of the Property in fee simple, that it has good right and lawful authority to sell and convey the Property, that it hereby specially warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but no others.

[End of Document Text / Signature Page Follows]

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal as of the day and year first above written.

Signed and delivered in the presence of: 	GRANTOR: CCAT 2 L.P., a Delaware limited partnership
Witness Printed Name: <u>David Goldfried</u>	By: Holiday AL General Partner II LLC, a Delaware limited liability company, its General Partner
	By: 
Witness Printed Name: <u>ERICA JANSSEN</u>	Name: <u>Tyler Nelson</u> Title: <u>Chief Financial Officer</u>

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 30 day of January, 2019 by Tyler Nelson as CFO of Holiday AL General Partner II LLC, a Delaware limited liability company, the general partner of CCAT 2 L.P., a Delaware limited partnership who () is personally known to me or who () has produced _____ as identification.

Michelle Deneen Burruss
Notary Public

Printed Name: Michelle Deneen Burruss

My Commission Expires: August 22, 2022



EXHIBIT A

LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of Indian River, State of Florida, and is described as follows:

PARCEL I: (FEE SIMPLE PARCEL)

A PORTION OF TRACTS 14 AND 15 OF INDIAN RIVER FARMS COMPANY SUBDIVISION SITUATED IN SECTION 6, TOWNSHIP 33 SOUTH, RANGE 39 EAST, RECORDED IN PLAT BOOK 2, PAGE 25, OF THE OFFICIAL RECORDS BOOK OF ST. LUCIE COUNTY, FLORIDA, SAID LANDS NOW LYING IN INDIAN RIVER COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 33 SOUTH, RANGE 39 EAST, AS SHOWN ON THE PLAT OF LITTLE PORTION SUBDIVISION, RECORDED IN PLAT BOOK 5, PAGE 6, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA; THENCE SOUTH 89°51'18" EAST ALONG THE NORTH LINE OF NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 673.76 FEET; THENCE SOUTH 00°20'18" WEST ALONG THE EAST LINE OF SAID LITTLE PORTION SUBDIVISION, A DISTANCE OF 1326.98 FEET; THENCE SOUTH 89°45'21" EAST, A DISTANCE OF 385.30 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 89°45'21" EAST, A DISTANCE OF 55.85 FEET; THENCE SOUTH 57°45'20" EAST, A DISTANCE OF 197.50 FEET; THENCE NORTH 32°14'40" EAST, A DISTANCE OF 123.41 FEET; THENCE SOUTH 89°45'20" EAST, A DISTANCE OF 102.00 FEET; THENCE SOUTH 11°04'27" EAST, A DISTANCE OF 38.47 FEET; THENCE SOUTH 00°20'18" WEST, A DISTANCE OF 1131.07 FEET; THENCE NORTH 88°55'32" WEST, A DISTANCE OF 447.62 FEET; THENCE NORTH 00°20'07" EAST, A DISTANCE OF 162.21 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 61.50 FEET AND A CENTRAL ANGLE OF 45°00'00"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 48.30 FEET TO A POINT OF TANGENCY; THENCE NORTH 44°39'53" WEST, A DISTANCE OF 152.96 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 63.50 FEET AND A CENTRAL ANGLE OF 45°00'00"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 49.87 FEET TO A POINT OF TANGENCY; THENCE NORTH 00°20'07" EAST, A DISTANCE OF 313.14 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 113.50 FEET AND A CENTRAL ANGLE OF 19°30'00"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 38.63 FEET TO A POINT OF TANGENCY; THENCE NORTH 19°50'07" EAST, A DISTANCE OF 104.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 86.50 FEET AND A CENTRAL ANGLE OF 19°30'00"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 29.44 FEET TO A POINT OF TANGENCY;

Exhibit A-1

THENCE NORTH 00°20'07" EAST, A DISTANCE OF 137.51 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 88.50 FEET AND A CENTRAL ANGLE OF 44°09'53"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 68.22 FEET TO A POINT OF TANGENCY; THENCE NORTH 44°30'00" EAST, A DISTANCE OF 176.36 FEET TO THE POINT OF BEGINNING.

PARCEL II: (EASEMENT)

NON-EXCLUSIVE MUTUAL RECIPROCAL EASEMENT AGREEMENT FOR INGRESS AND EGRESS RIGHTS OF WAY BY AND BETWEEN WATERFORD ASSOCIATES AND THE FOUNTAINS OF VERO BEACH LIMITED PARTNERSHIP, RECORDED IN O.R. BOOK 776, PAGE 614, AS ASSIGNED TO LAKE IN THE WOODS COMMUNITY SERVICES ASSOCIATION, INC., BY DEED RECORDED IN OFFICIAL RECORDS BOOK 1033, PAGE 2324, AND RE-RECORDED IN OFFICIAL RECORDS BOOK 1035, PAGE 161, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, AS AFFECTED BY THE UNRECORDED CLARIFICATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS DATED OCTOBER 27, 1994 BY AND BETWEEN LAKE IN THE WOODS COMMUNITY SERVICES ASSOCIATION, INC., AND THE FOUNTAINS OF VERO BEACH LIMITED PARTNERSHIP.

PARCEL III: (EASEMENT)

NON-EXCLUSIVE MUTUAL RECIPROCAL EASEMENT AGREEMENT FOR UTILITIES BY AND BETWEEN WATERFORD ASSOCIATES AND THE FOUNTAINS OF VERO BEACH LIMITED PARTNERSHIP, RECORDED IN OFFICIAL RECORDS BOOK 776, PAGE 633, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.

PARCEL IV: (EASEMENT)

NON-EXCLUSIVE EASEMENTS AND USE OF THE COMMON PROPERTIES AS CONTAINED IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS BY LAKE IN THE WOODS, DATED AUGUST 12, 1987 AND RECORDED OCTOBER 15, 1987 IN OFFICIAL RECORDS BOOK 780, PAGE 2924.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Any minerals or mineral rights leased, granted or retained by current or prior owners, without right of entry.
2. Taxes and assessments for the year 2019 and subsequent years, which are not yet due and payable.
3. The terms, provisions and conditions contained in that certain Agreement between Indian River Farms Water Control District and Waterford Associates recorded in Official Records Book 759, Page 1136.
4. Deed of Easement in favor of the City of Vero Beach, from Waterford Associates recorded in Official Records Book 770, Page 1201.
5. The terms, provisions and conditions contained in that certain Mutual Reciprocal Easement Agreement for Ingress and Egress Rights of Way recorded in Official Records Book 776, Page 614; Assignment by Deed, Official Records Book 1033, Page 2324; rerecorded Official Records Book 1035, Page 161; Unrecorded Clarification of Covenants, Conditions and Restrictions for Lake in the Woods, dated October 27, 1994, between Lake in the Woods Community Services Association, Inc., and The Fountains of Vero Beach Limited Partnership.
6. The terms, provisions and conditions contained in that certain Mutual Reciprocal Easement Agreement for Utilities recorded in Official Records Book 776, Page 633.
7. Deed of Easement and Bill of Sale of Utility Facilities to Indian River County recorded in Official Records Book 776, Page 590.
8. Declaration of Covenants, Conditions and Restrictions for Lake in the Woods, which contains provisions for a private charge or assessments, recorded in Book 780, Page 2924; Book 938, Page 461; Book 1107, Page 1607, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
9. Rights of patients in residency occupying the premises under unrecorded agreements.
10. Any rights, interests, or claims which may exist or arise by reason of the following facts shown on the ALTA/NSPS Land Title Survey dated March 14, 2018, last revised January 25, 2019, prepared by Alan J. Naumowicz of AJN Surveying, LLC on behalf of Bock & Clark, as Bock & Clark NSN Project No. 201900131-1 AAC:
 - a) encroachment of adjoiner's lanai onto the northerly portion of the property;
 - b) gravel drive off the northerly parking lot that exists to the east of the property;