3B
H14

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)
The actual consideration for this transfer
or value of property (whichever is greater)
is $124,000.00. This is equal to or greater than the
property would bring at a fair and voluntary sale.

Affiant

Sworn to and subscribed before me
this 18th day of June, 2004.

Notary Public
My Commission Expires: 9-30-2006

THIS INSTRUMENT PREPARED BY:
HOLLINS & ASSOCIATES, PLLC
401 Church Street, Suite 2720
Nashville, Tennessee 37219

Davidson County DEEDWARR
Recvd: 06/21/04 12:40 7pgs
Fees:37.00 Taxes:0.00
20040621-0073143

ADDRESS NEW OWNER:
222 3rd Avenue North
Nashville, TN 37201

SEND TAX BILL TO:
SAME

Map: 119-3, Parcel: 90

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named GRANTEE, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Gilberto Ferreira and Beatriz E. Ferreira, his wife, as to an undivided 50% interest, and Michael Holford and Susan S. Holford, his wife, as to an undivided 50% interest, hereinafter the GRANTORS, have bargained and sold, and by these presents do transfer and convey unto The Metropolitan Government of Nashville and Davidson County, Tennessee, hereinafter the GRANTEE, its successors, representatives and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, more particularly described as follows:

SEE ATTACHED EXHIBIT A, WHICH IS INCORPORATED HEREIN BY THIS REFERENCE.

This is improved property known as 363 Wimpole Drive, Nashville, Tennessee 37211.

This conveyance is made subject to such limitations, restrictions and encumbrances of record as may affect the premises, including but not limited to the following:

SEE ATTACHED EXHIBIT "B" AND BY REFERENCE INCORPORATED HEREIN.

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to said GRANTEE, its successors, representatives and assigns, forever; GRANTORS do further covenant with said GRANTEE that GRANTORS are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered except as otherwise herein set out; and they do further covenant and bind themselves, their successors and representatives, to warrant and forever defend the title to the said land to the said GRANTEE, its successors, representatives and assigns, against the lawful claims of all persons whomsoever.

The following restrictions and provisions are hereby imposed by the Grantee, The Metropolitan Government of Nashville and Davidson County, Tennessee, on the property described in attached Exhibit "A", as covenants running with the land:

1. The property shall be dedicated and maintained in perpetuity for uses compatible with open space, recreational, or wetlands management practices; and
2. No new structure(s) will be built on the property except as indicated below:
   a) A public facility that is open on all sides and functionally related to a designated open space or recreational use;
   b) A rest room; or
   c) A structure that is compatible with open space, recreational, or wetlands management usage and proper floodplain management policies and practices, which the Director of the Federal Emergency Management Agency approves in writing before the construction of the structure begins.

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.

WITNESS my hand this 10 day of June, 2004.

GRANTORS:

Gilberto Ferreira

Beatriz E. Ferreira

Michael Holford

Susan S. Holford

The following restrictions and provisions are hereby imposed by the Grantee, The Metropolitan Government of Nashville and Davidson County, Tennessee, on the property described in attached Exhibit "A", as covenants running with the land:

1. The property shall be dedicated and maintained in perpetuity for uses compatible with open space, recreational, or wetlands management practices; and
2. No new structure(s) will be built on the property except as indicated below:
   a) A public facility that is open on all sides and functionally related to a designated open space or recreational use;
   b) A rest room; or
   c) A structure that is compatible with open space, recreational, or wetlands management usage and proper floodplain management policies and practices, which the Director of the Federal Emergency Management Agency approves in writing before the construction of the structure begins.

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.

WITNESS my hand this 12th day of June, 2004.

GRANTORS:

Gilberto Ferreira

Beatriz E. Ferreira

Michael Holford

Susan S. Holford

STATE OF NEVADA)
COUNTY OF Nevada/Washoe)

Personally appeared before me, the undersigned, a Notary Public of said County and State, Gilberto Ferreira, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 10 day of June, 2004.

Jen Lyngar
Notary Public

My Commission Expires: 9-1-05

JEN LYNGAR
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 92-1720-2 - Expires September 1, 2005

STATE OF NEVADA)
COUNTY OF Washoe)

Personally appeared before me, the undersigned, a Notary Public of said County and State, Beatriz E. Ferreira, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 10 day of June, 2004.

Jen Lyngar
Notary Public

My Commission Expires: 9-1-05

JEN LYNGAR
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 92-1720-2 - Expires September 1, 2005

STATE OF OHIO)
COUNTY OF_____)

Personally appeared before me, the undersigned, a Notary Public of said County and State, Michael Holford, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this _____ day of June, 2004.

_____
Notary Public

My Commission Expires:_____

STATE OF OHIO)
COUNTY OF_____)

Personally appeared before me, the undersigned, a Notary Public of said County and State, Susan S. Holford, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this _____ day of June, 2004.

_____
Notary Public

My Commission Expires:_____

STATE OF NEVADA)
COUNTY OF_____)

Personally appeared before me, the undersigned, a Notary Public of said County and State, Gilberto Ferreira, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this _____ day of June, 2004.

_____
Notary Public

My Commission Expires:_____

STATE OF NEVADA)
COUNTY OF_____)

Personally appeared before me, the undersigned, a Notary Public of said County and State, Beatriz E. Ferreira, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this _____ day of June, 2004.

_____
Notary Public

My Commission Expires:_____

STATE OF OHIO)
COUNTY OF Medina)

Personally appeared before me, the undersigned, a Notary Public of said County and State, Michael Holford, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 12 day of June, 2004.

Tamara D. Winterstein-Mosley
Notary Public

My Commission Expires: Oct 18 2005

Tamara D. Winterstein, Notary
State of Ohio
My Commission Expires: 10/18/05

STATE OF OHIO)
COUNTY OF Medina)

Personally appeared before me, the undersigned, a Notary Public of said County and State, Susan S. Holford, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 12 day of June, 2004.

Tamara D. Winterstein-Mosley
Notary Public

My Commission Expires: Oct 18 2005

Tamara D. Winterstein, Notary
State of Ohio
My Commission Expires: 10/18/05

EXHIBIT A
Real Property Description

Land in Davidson County, Tennessee, being Lot No. 116 on the Plan of Glencliff Estates, Section 5, recorded in Book 2133, Page 21, Register's Office of Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to Gilberto Ferreira from Darien M. Fontenot and wife, Fran H. Fontenot, of record in Book 6679, Page 193, Register's Office for Davidson County, Tennessee, having been further conveyed to Gilberto Ferreira as to an undivided 50% interest and Michael Holford, unmarried, as to an undivided 50% interest by deed of record in Book 7088, Page 57, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"
PERMITTED EXCEPTIONS

1. City and/or County Taxes for the year 2004 and subsequent years: A lien, not yet due or payable.

If improvements are completed after January 1st of any year, the law requires supplemental assessment for the year in which improvements are completed as defined by statute. We assume no liability for taxes assessed by correction pursuant to the provisions of Tennessee Code Annotated, Section 67-5-603, et seq.

2. The Plan of Glencliff Estates, Section 5, of record in Book 2133, Page 21, Register's Office for Davidson County, Tennessee.
3. Easement and all matters set forth in Agreed Final Order of the Third Circuit Court for Davidson County, Tennessee, of record in Instrument No. 20021009-0123153, Register's Office for Davidson County, Tennessee.
4. Agreement for Dedication of Easement for Sanitary Sewer and/or Storm Drainage, of record in Book 4155, Page 528, Register's Office for Davidson County, Tennessee.