313
H3A

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)
The actual consideration for this transfer
or value of property (whichever is greater)
is $137,000.00. 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 21st 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

PICK

Davidson County DEEDWARR
Recvd: 06/22/04 14:06 4pgs
Fees:22.00 Taxes:0.00
20040622-0073891

ADDRESS NEW OWNER:
223 Third Avenue North
Nashville, Tennessee 37201

SEND TAX BILL TO:
SAME

Map 119-3 Parcel: 87

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, William F. Day and Mary S. Day, his wife, 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 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 369 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, WHICH IS INCORPORATED HEREIN BY THIS REFERENCE.

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 21st day of June, 2004.

GRANTORS:

William F. Day

Mary S. Day

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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

WITNESS my hand at office, this 21st day of June, 2004.

Notary Public

My Commission Expires: 9.30.2006

EXHIBIT A
Real Property Description

A certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

Land in Davidson County, Tennessee, being Lot No. 119 on the Plan of Glencliff Estates, Section 5, of record in Book 2133, Page 21, Register's Office for said County.

Said Lot No. 119 fronts 88.0 feet on the westerly margin of Wimpole Drive and extends back 439.3 feet, more or less, on the northerly line and 406.7 feet, more or less, on the southerly line to the center line of Mill Creek, measuring 142 feet, more or less, thereon.

Being the same property conveyed from Billy M. Pitcock and wife, Angela S. Pitcock to William F. Day and wife, Mary S. Day, by deed dated 08/01/85 and recorded 08/05/85, in Book 6622, Page 673, 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, which shows a 40-foot minimum building setback line from Wimpole Drive and a 20-foot easement for public utility purposes along the top of the bank of Mill Creek, and a 2.5 x 20-foot utility anchor easement located on the northerly front corner of said lot.

3. Easement for trunk sanitary sewer conveyed to City of Nashville, of record in Book 3462, Page 544, Register's Office for Davidson County, Tennessee.

4. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage, of record in Instrument No. 20010927-0104628, Register's Office for Davidson County, Tennessee.