3rb
H+A

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)
The actual consideration for this transfer or value of property (whichever is greater) is $130,000.00. 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 13th day of January, 2005.

Notary Public
My Commission Expires: 9-30-2006

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

PICK-UP

Davidson County DEEDWARR
Recvd: 01/14/05 10:04 4 pgs
Fees:22.00 Taxes:0.00

20050114-0005257

ADDRESS NEW OWNER:
222 Third Avenue North
Nashville, TN 37201

SEND TAX BILL TO:
SAME
Map 147-7; Parcel 1

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 consideration, the receipt and sufficiency of which is hereby acknowledged, Gid R. Suddarth and Virginia P. Suddarth, Tenants in the Entirety, 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 305 Milner Court, 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 heirs, 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 13th day of January, 2005.

GRANTORS:

Gid R. Suddarth

Gid R. Suddarth

Virginia P. Suddarth

Virginia P. Suddarth

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public of said County and State, Gid R. Suddarth, 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 13th day of January, 2005.

Notary Public

My Commission Expires: 9.30.2006

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public of said County and State, Virginia P. Suddarth, 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 13th day of January, 2005.

Notary Public

My Commission Expires: 9.30.2006

EXHIBIT A
Real Property Description

Land in Davidson County, Tennessee, being Lot No. 61 on the Plan of Battery Crest, Section One, of record in Book 2900, Page 91, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete description.

Being the same property conveyed to Gid R. Suddarth and Virginia P. Suddarth, Tenants in Entirety, by deed from Phillip G. Huff and wife, Catherine L. Huff, of record in Instrument #20004050034155, Register's Office for Davidson County, Tennessee.

EXHIBIT B
PERMITTED EXCEPTIONS

1. City and/or County Taxes for the year 2005 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. Plan of record in Plat Book 2900, page 91, Register's Office for Davidson County, Tennessee.

3. Restrictive Covenants on Battery Crest Subdivision, Section 1, recorded in Book 3072, page 429, as amended in Book 3098, Page 290, Register's Office for Davidson County, Tennessee.