MW19-25558

Prepared By:

Bankers Title and Escrow Corporation

3310 West End Avenue, Suite 540

Nashville, Tennessee 37203

Karen Johnson Davidson County
Batch# 204862 DEEDWARR
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Fees: $22.00 Taxes: $0.00

20190312-0022526

SEND TAX BILL TO:
Conveyance to
METRO GOV'T WW WATER & SEWER,
The Metropolitan Government of Nashville
and Davidson County, Tennessee - EXEMPT

NAME AND ADDRESS OF NEW OWNER:
Metropolitan Government of Nashville
and Davidson County, Tennessee/Metro Water Services
1600 Second Avenue North
Nashville, Tennessee 37208

Map/Parcel:
05316002900

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, **Homer C. Flatt, Jr., Jerry Flatt, Penny Eden, and Sharon Walker**, hereinafter the GRANTOR, has bargained and sold, and by these presents does 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:

Lying in the Fourth Civil District of Davidson County, State of Tennessee, being Lots Nos. 15 and 16 of the "Hays Subdivision" of April 22, 1948, surveyed by H. Gee Surveyor, an unrecorded subdivision of part of Tract #2, in deed of record in Book 929, page 348, Register's Office for said County, and described more particularly according to a survey by L. B. Petty, Surveyor, dated February 11, 1959, as follows, to-wit:

Beginning on the southwest corner of this tract on an iron stake in the branch at the southwest corner of Lot No. 16; thence North 8 deg. 35 min. West 173.4 feet with the fence to an iron post; thence North 81 deg. 25 min. East 350.0 feet to an iron stake in the west margin of Rifle Range Road; thence South 8 deg. 35 min. East 234.4 feet along the westerly margin of Rifle Range Road to a stake in said margin; thence North 88 deg. 56 min. West 355.3 feet to the point of beginning.

Being the same property conveyed to Homer C. Flatt, Jr., Jerry Flatt, Penny Eden, and Sharon Walker by executor's quitclaim deed from Jerry B. Flatt, Executor of the Estate of Edith Flatt of record in Instrument No. 20190225-0016706 Register's Office for Davidson County, Tennessee, dated February 21, 2019 and recorded on February 25, 2019.

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The above described property includes property previously granted to The Metropolitan Government of Nashville and Davidson County, Tennessee, by Order of Possession of record in Book 9176, page 872, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to (1) Taxes which have been prorated and paid by Grantor; (2) All restrictions of record; (3) All easements of record; (4) All visible easements; (5) All matters appearing on the plan of record; (6) All applicable governmental and zoning regulations.

This is **UN**improved property known as 0 Rifle Range Road, Old Hickory, TN 37138.

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 representatives and assigns, forever; GRANTOR does further covenant with said GRANTEE that GRANTOR is 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. 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.

Restrictions and provisions are hereby imposed by the Grantee, The Metropolitan Government of Nashville and Davidson County, Tennessee, and the Flood Mitigation Assistance Program ("FMA") on the property described in attached Exhibit "A", as covenants running with the land.

Witness my hand this 7TH DAY OF MARCH, 2019.

GRANTOR(S):

Homer C. Flatt, Jr.

Jerry Flatt

Penny Eden

Sharon Walker

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public of said county and state, **Homer C. Flatt, Jr., Jerry Flatt, Penny Eden, and Sharon Walker**, the within named bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence to be the persons whose name is subscribed to the within instrument) and who acknowledged that they executed the within instrument for the purposes therein contained. Witness my hand, at office, this 7TH DAY OF MARCH, 2019.

NOTARY PUBLIC

My Commission Expires: 1-6-20

JAMES A. WAECHTER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TN

Deed Restriction

Exhibit A

In reference to the property or properties ("Property") conveyed by the Deed between **Homer C. Flatt Jr., Jerry Brown Flatt, Sharon Walker and Penny Eden** participating in the Metropolitan Government of Nashville and Davidson County, Metro Water Services-Stormwater funded acquisition project ("the Grantor"), its successors and assigns:

Whereas, the Property is located in Davidson County, and the Metropolitan Government of Nashville and Davidson County participates in the National Flood Insurance Program ("NFIP") and is in good standing with NFIP as of the date of the Deed;

Now, therefore, the grant is made subject to the following terms and conditions:

1. Terms. The following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed concerning the acquisition of property for open space:

   a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent for open space acquisition.

   b. Structures. No new structures or improvements shall be erected on the Property other than:

      i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;

      ii. A public rest room; or

      iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above.

      iv. Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be flood proofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, as required by the local ordinance.

   c. Disaster Assistance and Flood Insurance. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.

   d. Transfer. The Grantor, including successors in interest, shall convey any interest in the Property only if given prior written approval of the transferee in accordance with this paragraph.

      i. The request by the Grantor must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.

      ii. The Grantor may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantor may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

      iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

a) The Grantor shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or

b) At the time of title transfer, the Grantor shall retain such conservation easement, and record it with the deed.

iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest in the event that the transferee ceases to exist or loses its eligible status under this section.

2. Inspection. No inspections will be required.
3. Monitoring and Reporting. No monitoring will be required.
4. Enforcement. Metro Water Services-Stormwater will be responsible for enforcement to maintain the property.
5. Amendment. There shall be no amendment to this deed restriction.
6. Severability. The will be no severability..

Grantor's Signature: _____ Date: 03.07.2019

Grantor's Name (printed or typed): Homer C. Flatt Jr.

Grantor's Signature: _____ Date: 03.07.2019

Grantor's Name (printed or typed): Jerry Brown Flatt

Grantee's Signature: _____ Date: 03.07.2019

Grantor's Name (printed or typed): Sharon Walker

Grantor's Signature: _____ Date: 03.07.2019

Grantor's Name (printed or typed): Penny Eden

Grantee's Signature: _____ Date: 03.07.2019

Grantee's Name (printed or typed): Tom Palko 3/7/19

Grantee's Title: Assistant Director, Metro Water Services, Stormwater Division