P21-30812A-MW

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Prepared By:

Bankers Title and Escrow Corporation

3310 West End Avenue, Suite 540

Nashville, Tennessee 37203

Karen Johnson Davidson County
Batch# 731799 DEEDWARR
10/08/2021 10:01:13 AM 5 pgs
Fees: $27.00 Taxes: $0.00

20211008-0135408

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:
13312016200

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, Shelby Wertsbaugh, unmarried, and Kenneth Wertsbaugh, married, 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:

Land in Davidson County, Tennessee, being Lot No. 36 on the Plan of Valley View Meadows, Section Three of record in Plat Book 3700, Page 93, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Being the same property conveyed to Shelby Wertsbaugh, a single woman, and Kenneth Wertsbaugh, a married man by Warranty deed from Stacey Hume, unmarried of record in Instrument No. 20190325-0026702 Register's Office for Davidson County, Tennessee, dated March 22, 2019 and recorded on March 25, 2019.

The above described property has never been the marital residence of Kenneth Wertsbaugh, Grantor, and is not a marital asset.

This conveyance is made subject to (1) Taxes which have been prorated; (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 improved property known as 253 Elysian Fields Road, Nashville, TN 37211.

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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 our hands this 5TH DAY OF OCTOBER, 2021.

GRANTOR(S):

Shelby Wertsbaugh

Kenneth Wertsbaugh by Shelby Wertsbaugh, Attorney-in-Fact

Attorney-in-fact

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public of said county and state, Shelby Wertsbaugh, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument) and who acknowledged that she executed the within instrument for the purposes therein contained. Witness my hand, at office, this 5TH DAY OF OCTOBER, 2021.

R. L. MOORE STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENNESSEE

NOTARY PUBLIC

My Commission Expires: Jan 8 2024

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for the said County and State, the with named **Shelby Wertsbaugh,** 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 on behalf of **Kenneth Wertsbaugh**, as his Attorney in Fact, as the free act and deed of the within named **Kenneth Wertsbaugh**. Witness my hand, at office, this 5TH DAY OF OCTOBER, 2021.

R. L. MOORE STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENNESSEE

NOTARY PUBLIC

My Commission Expires: Jan 8. 2024

Deed Restriction

Exhibit A

In reference to the property or properties ("Property") conveyed by the Deed between **Kenneth Wertsbaugh & Shelby Wertsbaugh** participating in the federally assisted Seven Mile Creek Flood Risk Management acquisition project ("the Grantor") and Metropolitan Government of Nashville and Davidson County, ("the Grantee"), its successors and assigns:

WHEREAS, Section 1402(a) of the Water Resources Development Act of 2016 directs that the portion of the specifically authorized Seven Mile Creek, Tennessee project consisting of measures within the Seven Mile Creek Basin be carried out pursuant to Section 205 of the Flood Control Act of 1948, as amended (33U.S.C 701s) (hereinafter "Section 205").

WHEREAS, the Flood Risk Management program of the U. S. Army Corps of Engineers provides the Federal government a process for a local government, to receive federal funds for Flood Risk Management assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

Whereas, the Nashville District Engineer has been awarded such funding from the U. S. Army Corps of Engineers and has entered into a Flood Risk Management grant, The Seven Mile Creek Flood Risk Management Grant Agreement with and herein incorporated by reference; making it a flood risk management program grantee.

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

Whereas, the Metro Water Services, acting by and through the Metropolitan Government of Nashville and Davidson County Board, has been awarded federal funds pursuant to an agreement with the Nashville District of Engineer, U. S. Army Corps of Engineers dated February 19, 2019 ("Project Partnership Agreement"), and herein incorporated by reference, making it a flood risk management grant program subgrantee;

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: Kenneth Wertsbaugh by Shelby Wertsbaugh, Attorney-in-fact Date: October 5, 2021

Grantor's Name (printed or typed): Kenneth Wertsbaugh

Grantor's Signature: Shelby Wertsbaugh Date: October 5, 2021

Grantor's Name (printed or typed): Shelby Wertsbaugh

Grantee's Signature: Tom Palko Date: October 5, 2021

Grantee's Name (printed or typed): Tom Palko

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