Prepared By:
Bankers Title and Escrow Coproration
3310 West End Avenue, Suite 540
Nashville, Tennessee 37203

Karen Johnson Davidson County
Batch # 1226568 DEEDWARR
01/15/2025 10:17:28 AM 5 pgs
Fees: $27.00 Taxes: $0.00
20250115-0003184

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: 043 13 0 304.00
043 13 0 303.00

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, Leroy Preston and Lois A Larson and Andria Stewart Baker, 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:

Property 1:
Land in Davidson County, Tennessee, being Lot No. 39, Block "D" on the Map of Crittenden Estates, as of record in Book 974, Page 69, Register's Office of Davidson County, Tennessee, to which reference is hereby made for a more complete description.

Being the same property conveyed to Wade Stewart, Lois Stewart and Juanita K. Preston by Deed from Wade Stewart and Lois Stewart recorded November 10, 1983 in Book 6174, Page 57, Register's Office of Davidson County, Tennessee.

Being the same property conveyed to Juanita K. Preston by Deed from Wade Stewart, Lois Stewart brother and sister, recorded July 16, 1987 in Book 7298, Page 880, said Register's Office.

Being the same property conveyed to Lois Stewart Larson for Life, and remainder to Juanita K. Preston, dated August 26, 1987 and recorded in Book 7336, Page 958, Register's Office of Davidson County, Tennessee.

Property 2:
Land in Davidson County, Tennessee, being Lot No. 40, Block "D" on the Map of Crittenden Estates, as of record in Book 974, Page 69, Register's Office of Davidson County, Tennessee, to which reference is hereby made for a more complete description.

Being the same property conveyed to Leroy Preston, Jr., and wife, Juanita K. Preston by Deed from Hunter Short and Jean M. Short, wife, dated March 6, 1976 and recorded in Book 5003, Page 732, Register's Office of Davidson County, Tennessee.

Being the same property conveyed to Juanita K. Preston by Strawmans Deed from Leroy Preston Jr., and Jim H. Wachter recorded in Book 6092, Page 96, said Register's Office. Leroy Preston Jr. died on November 21, 1988, having remained married to Juanita K. Preston without interruption.

Property 1 and 2:

Being the same property conveyed to Lois Stewart Larson, and the remainder to Juanita K. Preston and her heirs by Quitclaim Deed from Juanita K. Preston dated August 6, 2003 and recorded August 7, 2003 in Instrument No. 20030807-0112506, said Register's Office.

Juanita K. Preston died, intestate, on April 12, 2005, as the widow of Leroy Preston Jr., having remained married to Leroy Preston Jr., without interruption, until his death, and having never remarried after his death. See Affidavit of Heirship in Instrument No. 20240226-0012662, Register's Office of Davidson County, Tennessee.

Being the same property conveyed to Lois A. Larson, as to a 60% undivided interest, Leroy Preston, as to a 26.6% undivided interest, and Andrea Stewart Baker a/k/a Andria Stewart Baker, as to a 13.4% undivided interest, by Quitclaim Deed from Lois A. Larson, Terry Lee Stewart and Andrea Stewart Baker, as the heirs at law of Juanita K. Preston, dated May 28, 2024 and recorded May 30, 2024 in Instrument No. 20240530-0040277, Register's Office of Davidson County, Tennessee. Andria Stewart Baker a/k/a Andrea Stewart Baker, is the sole heir at law of Lonnie Wade Stewart, heir at law of Juanita K. Preston. See Affidavits of Heirship of record in Instrument Nos. 20240711-0052250, 20240711-0052249, and 20240226-0012663, said Register's Office.

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 204 Hickory Street, Madison, TN 37115 and 0 Hickory Street, Madison, TN 37115.

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 9th DAY OF January, 2025.

GRANTOR(S):

Leroy Preston

Lois A. Larson
Lois A Larson

R.L. MOORE
TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public of said county and state, Leroy Preston, the within named bargainor, 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 9th DAY OF January, 2025.

NOTARY PUBLIC

My Commission Expires: Nov 8, 2027

R.L. MOORE
TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public of said county and state, Leroy Preston and Lois A Larson, the within named bargainor, 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.

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NOTARY PUBLIC

My Commission Expires: Nov 8 2027

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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 27th DAY OF December, 2024.

GRANTOR(S):

Andria Stewart Baker

Andria Stewart Baker

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public of said county and state, Andria Stewart Baker, the within named bargainor, 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 27th DAY OF December, 2024.

NOTARY PUBLIC

My Commission Expires: 10-4-27

LUKE KELLUM
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Deed Restriction

Exhibit A

In reference to the property or properties ("Property") conveyed by the Deed between **Lois A. Larson, Leroy Preston, and Andria Stewart Baker** 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: Lois A. Larson Date: 1-09-2025

Grantor's Name (printed or typed): Lois A. Larson

Grantor's Signature: Leroy Preston Date: 1-9-2025

Grantor's Name (printed or typed): Leroy Preston

Grantor's Signature: X Andria Stewart Baker Date: 12-27-24

Grantor's Name (printed or typed): Andria Stewart Baker

Grantee's Signature: Tom Palko Date: 09-Jan-25

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

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