Prepared By:

Bankers Title and Escrow Corporation
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Karen Johnson
Batch # 1226787
01/16/2025 09 23 46 AM
Fees $22 00 Taxes $0 00
Davidson County
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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: 091-10-0-376 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, Sandy C. Spence, unmarried, 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 75 on the Revised Plan of Section One, Morrow Meadows, as of record in Book 2083, page 105, Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more compete description of the property and

Beginning at a point in the northerly margin of Illinois Avenue, at the corner of Lots Nos 75 and 76; thence with the line between said lots northwesterly 82.0 feet to the corner of Lot No 74, thence with the line between Lots 74 and 75, southwesterly 79 6 feet to the easterly margin of Delray Drive; thence with the margin of the same, southeasterly 67 14 feet to the beginning of a curve; thence around said curve, easterly 39.27 feet to the northerly margin of Illinois Avenue; thence with the margin of said Illinois Avenue, northeasterly 57.0 feet to the point of beginning

Being the same property conveyed to Sandy C. Spence, married by Warranty Deed from Charles E Austin and Veralyn A Biggs and N. Jean Biggs of record in Book 9638, page 81, Register's Office for Davidson County, Tennessee, dated March 31, 1995 and recorded on April 05, 1995 Sandy C Spence was married to John Michael Spence until his death on August 9, 2017 and has remained unmarried

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 900 Delray Drive, Nashville, TN 37209

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 14 DAY OF Jan, 2025.

GRANTOR(S).

Sandy C. Spence

Sandy C. Spence

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public of said county and state, Sandy C. Spence, 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 14th DAY OF Jan, 2025.

NOTARY PUBLIC

My Commission Expires: 7/11/2025

R.L. MOORE
TENNESSEE
NOTARY
PUBLIC
COUNTY OF DAVIDSON

Deed Restriction

Exhibit A

In reference to the property or properties ("Property") conveyed by the Deed between **Sandy C. Spence** 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: Sandy C. Spence Date: 14-Jan-25

Grantor's Name (printed or typed): Sandy C. Spence

Grantor's Signature: _____ Date: _____

Grantor's Name (printed or typed): _____

Grantee's Signature: Tom Palko Date. 14-Jan-25

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

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