Karen Johnson Davidson County
Batch # 1257685 DEEDWARR
04/11/2025 08 12 57 AM 5 pgs
Fees $27 00 Taxes $0 00
20250411-0026928

Prepared By:

Bankers Title and Escrow Corporation
3310 West End Avenue, Suite 540
Nashville, Tennessee 37203

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. 091-10-0-382.00

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, B & N Construction, LLC, a Tennessee limited liability company, 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:

A Tract or Parcel of land located in Davidson County, Tennessee, being Lot No. 93 on the Plan of Morrow Meadows, Section 2 of record in Plat Book 2331, Page 16, 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 Charles E. Ballentine, Jr. and Tony Newberry, as joint tenants with right of Survivorship by Warranty Deed from Danny K. Ankenbauer of record in Instrument No. 20100730-0059836 Register's Office for Davidson County, Tennessee, dated July 27, 2010 and recorded on July 30, 2010.

Being the same property conveyed to B & N Construction, LLC, a Tennessee limited liablity company, by Quitclaim Deed from Charles E. Ballentine, Jr. and Tony Newberry of record in Instrument No. 20150306-0019408 Register's Office for Davidson County, Tennessee, dated March 03, 2015 and recorded on March 06, 2015.

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 912 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 4th DAY OF April, 2025

GRANTOR(S):

B & N Construction, LLC, a Tennessee limited liability company

BY: _____
Charles Ballentine, Member

BY: _____
Tony Newberry, Member

R L MOORE
TENNESSEE
NOTARY
PUBLIC
COUNTY OF DAVIDSON

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned Notary Public in and for the said County and State, personally appeared Charles Ballentine and Tony Newberry, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be Members of B & N Construction, LLC, the within named bargainor, a Tennessee limited liability company, and that they executed the within instrument for the purposes stated therein by signing the name of the limited liability company as Members.

Witness my hand and official seal this the 4th day of April, 2025.

_____
Notary Public

My Commission Expires: Nov 8, 2027

Deed Restriction

Exhibit A

In reference to the property or properties ("Property") conveyed by the Deed between **Charles Ballentine & Tony Newberry (B&N Construction, LLC)** participating in the federally assisted Richland 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 Richland Creek, Tennessee project consisting of measures within the Richland 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 Richland 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: _____ Date: 04-Apr-25

Grantor's Name (printed or typed): Charles Ballentine

Grantor's Signature: _____ Date: 04-Apr-25

Grantor's Name (printed or typed): Tony Newberry

Grantee's Signature: _____ Date: 04-Apr-25

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

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