Prepared By:

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

Karen Johnson
Batch # 1318890
09/05/2025 09 55 11 AM
Fees $22 00 Taxes $0 00
Davidson County
DEEDWARR
4 pgs
20250905-0070985

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: 133-00-0-067.00

**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, **Terri Lynn Rulen, a married woman**, 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, according to survey by George W. Watkins, Surveyor, dated November 14, 1956 as follows:

BEGINNING in the center of Paragon Mill Road, at a railroad spike at the northeast corner of the property conveyed to J. F Felts and wife, by deed from William Travis as of record in Book 2595, Page 350, Register's Office; thence with the center o f said Road, North 51 deg. 45' East 183 feet to a railroad spike; thence South 55 deg. East 487 feet to an iron pin, thence South 48 deg 30' West 87 feet to a 12 inch box elder; thence South 4 deg. 45' West 106 feet to an iron pin at the southeast corner of said Felts property; thence with his line North 55 deg. West 568 feet to the beginning, and containing 2 acres more or less.

Being the same property conveyed to Jack C. Phelps and wife, Dorothy Jane Phelps by Warranty Deed from Bruce E. Wilson and wife, Marcia Gaile Wilson recorded April 13, 1961 in Book 3218, Page 604, Register's Office of Davidson County, Tenses.

Being the same property conveyed to Jack C. Phelps and wife, Dorothy Jane Phelps by Deed from William Lawrence Davidson and wife, Dela Kathleen Davidson, dated January 4, 1963 and recorded January 9, 1963 in Book 3499, Page 389, Register's Office of Davidson County, Tennessee. Dorothy Jane Phelps appears to have predeceased Jack C. Phelps on or about September 28, 1968. Jack C. Phelps having become deceased; Davidson County Probate Docket 22P1162.

Being the same property conveyed to Terri Lynn Rulen, a married woman, by Quitclaim Deed from Terri Lynn Rulen, beneficiary under the Last Will and Testament of Jack C. Phelps, dated March 18, 2025 and

recoded March 25, 2025 in Instrument No 20250325-0022180, and corrected in Deed of Corrections dated and recorded on August 14, 2025 in Instrument No. 20250814-0064915, Register's Office of Davidson County, Tennessee. The subject property is not a marital residence of the Grantor and as such is not subject to any marital or homestead interest.

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 517 Paragon Mills Road, Nashville, TN 37211.

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 2nd DAY OF September, 2025.

GRANTOR(S):

Terri Lynn Rulen

Terri Lynn Rulen

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public of said county and state, Terri Lynn Rulen, a married woman, 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 2 DAY OF September, 2025.

NOTARY PUBLIC

My Commission Expires: _____

HILLARY MONROE SMITH
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 5-8-2028

# Deed Restriction

**Exhibit A**

In reference to the property or properties ("Property") conveyed by the Deed between **Terri Lynn Rulen** 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: Terri Lynn Rulen Date: 2-Sep-25

Grantor's Name (printed or typed): Terri Lynn Rulen

Grantor's Signature: Tom Palko Date:

~~Grantor's Name (printed or typed):~~ Date: 2-Sep-25

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

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