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

Karen Johnson Davidson County
Batch# 1456133 DEEDWARR
08/06/2026 10:39:30 AM 6 pgs
Fees: $32.00 Taxes: $0.00
20260806-0072426

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: 091-10-0-389.00

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, **TARK, LLC, an Arizona 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:

Land in Davidson County, Tennessee, being Lot No. 28 on the Plan of Revised Plan of Section One, Morrow Meadows of record in Plat Book 2083, Page 105, 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 TARK, LLC, an Arizona Limited Liability Company by Warranty Deed from Michaela G. Ibach, an unmarried woman of record in Instrument No. 20210621-0082981 Register's Office for Davidson County, Tennessee, dated June 18, 2021 and recorded on June 21, 2021.

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 5409 Illinois Avenue, 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 August, 2026.

GRANTOR(S):

TARK, LLC, an Arizona limited liability company

BY: Robert Woodburn
Robert Woodburn, Member

BY: Djuana Woodburn
Djuana Woodburn, Member

STATE OF CALIFORNIA

COUNTY OF _____

Before me, the undersigned, a Notary Public of the state and county aforesaid, personally appeared **Robert Woodburn and Djuana Woodburn**, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be the Members of **TARK LLC**, the within named bargainor, an Arizona limited liability company, and that he/she as such Member, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself/herself as Member.

Witness my hand, at office, this _____ DAY OF _____, 2026

SEE ATTACHED
NOTARY CERTIFICATE

_____
NOTARY PUBLIC

My Commission Expires: _____

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA

County of San Diego

On 08/04/2024 before me, Eva Bretana, Notary Public (insert name and title of the officer) personally appeared

Robert Woodburn and Djuana Woodburn,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/they executed the same in ~~his~~/~~her~~/their authorized capacity(ies), and that by ~~his~~/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ENC1 EVA BRETANA COMM. # 2474036 NOTARY PUBLIC • CALIFORNIA SAN DIEGO COUNTY My Comm. Expires November 27, 2027 ENC1

Notary Public Signature (Seal)

OPTIONAL INFORMATION

Warranty Deed
(Name of Document)

2
(No. of Pages)

08/04/2024
(Date of Document)

NOTICE: The Notary Public does not certify the authorized capacity of the signer.

Deed Restriction

Exhibit A

In reference to the property or properties ("Property") conveyed by the Deed between **TARK, LLC, an Arizona limited liability company** 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. There will be no severability.

Grantor's Signature: Robert Woodburn Date: 4-August-26

Grantor's Name (printed or typed): Robert Woodburn, Member

Grantor's Signature: Djuana Woodburn Date: 4-August-26

Grantor's Name (printed or typed): Djuana Woodburn, Member

Grantee's Signature: _____ Date: 4-August-26

Grantee's Name (printed or typed): Ricky Swift

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

Tennessee Certification of Electronic Document

I, Elizabeth Yerger, do hereby make oath that I am a licensed attorney and/or custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on August 4, 2026.

Affiant Signature

August 6, 2026
Date

State of Tennessee

County of Davidson

Sworn to and subscribed before me this 6th day of August, 2026.

Notary's Signature

My Commission Expires: _____

Notary's Seal

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

202608060072426