Davidson County DEEDWARR
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Fees:37.00 Taxes:0.00
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THIS INSTRUMENT PREPARED BY:
Wyatt, Tarrant & Combs, LLP (BEK)
2525 West End Avenue, Suite 1500
Nashville, Tennessee 37203-1423

Conveyance to The Metropolitan Government of Nashville and Davidson County, Tennessee – EXEMPT

NAME AND ADDRESS OF NEW OWNER:
Metropolitan Government of Nashville
and Davidson County, Tennessee
222 Third Avenue North
Nashville, Tennessee 37201

SEND TAX BILL TO:
EXEMPT

Map/Parcel: 11907004100

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, DANA C. CUTRIGHT AND TIMOTHY CUTRIGHT, hereinafter the GRANTORS, have 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:

SEE ATTACHED EXHIBIT A, WHICH IS INCORPORATED HEREIN BY THIS REFERENCE.

This is improved property known as 373 Wimpole Drive, Nashville, Tennessee 37211

This conveyance is made subject to such limitations, restrictions and encumbrances of record as may affect the premises, including but not limited to the following:

SEE ATTACHED EXHIBIT B, WHICH IS INCORPORATED HEREIN BY THIS REFERENCE.

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; GRANTORS do further covenant with said GRANTEE that GRANTORS are 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.

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.

SEE ATTACHED EXHIBIT C, WHICH IS INCORPORATED HEREIN BY THIS REFERENCE.

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.

WITNESS my hand this 8th day of September, 2008.

GRANTORS:

Dana C. Cutright

Timothy Cutright

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public of said County and State, Dana C. Cutright and Timothy Cutright, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 8th day of September, 2008.

Notary Public

My Commission Expires: 11/07/2011

NATALIE K. KEAR
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires NOV. 7, 2011

EXHIBIT A
Real Property Description

Land in Davidson County, Tennessee, being Lot No. 121 on the Plan of Glencliff Estates, Section 5 of record in Plat Book 2133, Page 121, 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 Dana C. Cutright, married by deed from Robert A. McCaskill and James Terry McCaskill and Barbara Ann McCaskill of record in Book 10130, Page 870, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Dana C. Cutright and Timothy Cutright by quitclaim deed from Dana C. Cutright of record in Book 11172, Page 954, Register's Office for Davidson County, Tennessee.

EXHIBIT B
PERMITTED EXCEPTIONS

1. City and/or County Taxes for the year 2008 and subsequent years: A lien, not yet due and payable.

2. All matters shown on the Plan of record in Plat Book 2133, Page 21, Register's Office for Davidson County, Tennessee.

3. Agreement for Dedication of Easement for Sanitary Sewer and/or Storm Drainage of record in Instrument Number 20011016-0112575, Register's Office for Davidson County, Tennessee.

4. Water (River Bed Land) Right, title and interest, if any, of the State of Tennessee in and to that part of the land, if any, extending beyond the mean high water mark of Mill Creek.

5. Subject to the flow of any creeks, streams, or branches across subject property.

EXHIBIT C
RESTRICTIONS AND PROVISIONS

In reference to the property or properties ("Property") conveyed by the Deed between Dana C. Cutright and Timothy Cutright participating in the federally-assisted acquisition project ("the Grantor") and the Metropolitan Government of Nashville and Davidson County, Tennessee, its successors and assigns ("the Grantee"):

WHEREAS, the Flood Mitigation Assistance Program ("FMA"), as authorized in the National Flood Insurance Reform Act of 1944, Sections 1366 and 1367, (42 USC §§ 4104c, 4104d), identifies the use of FMA funds for planning and carrying out activities designed to reduce the risk of flood damage to structures insurable under the National Floor Insurance Program ("NFIP");

WHEREAS, the FMA requires State and community applicants to develop and maintain an approved Flood Mitigation Plan and provides a process for a local government, through the State, to apply for federal funds for flood mitigation 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, Tennessee has applied for and been awarded such funding from the Department of Homeland Security / Federal Emergency Management Agency ("FEMA"), and has entered into an FMA Project Grant Agreement dated December 10, 2007 with FEMA and herein incorporated by reference;

WHEREAS, the Property is located in Davidson County, 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;

WHEREAS, Davidson County, acting by and through the Metropolitan Government, has applied for and been awarded federal funds pursuant to an agreement with Tennessee dated December 10, 2007 ("State-Local Agreement"), and herein incorporated by reference;

WHEREAS, the terms of the FMA regulations governed by 44 C.F.R. § 78, consistent with FEMA Hazard Mitigation program guidance involving acquisition for open space, the FEMA-State Grant Agreement, and the State-Local Agreement require that the Grantee agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

NOW, therefore, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the FMA, and governing regulations (44 C.F.R. § 78), as they read now and may be amended in the future, and any applicable FEMA-State Grant Agreement, and the State-Local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FMA regulations (44 C.F.R. § 78) providing for acquisition:

    a. Compatible uses. The Property shall be used only for purposes compatible with open space, recreational, or wetlands management practices; in general;, such uses include park for outdoor recreational activities, nature reserves, unimproved permeable parking lots and other uses consistent with FEMA Flood Mitigation Grant Guidance 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 the open space use;

ii. A public rest room; or

iii. A structure that is compatible with the uses described in Paragraph 1(a), above, and approved by the Director in writing prior to the commencement of the construction of the structure.

Any structures built on the Property according to this paragraph should be floodproofed or elevated to the Base Flood Elevation plus one foot of freeboard.

c. Disaster Assistance. No future disaster assistance from any Federal source for any purpose related to the Property may be sought, nor will such assistance be provided.

d. Transfer. The Grantee shall convey any interest in the Property only if the Regional Director of FEMA gives prior approval of the transferee in accordance with this paragraph. The Grantee may only convey an interest in the Property to another public entity or to an organization qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and applicable regulations promulgated thereunder. However, the Grantee may convey a lease or an easement to a private individual or entity for purposes compatible with the uses described in Paragraph 1(a), above, with the prior approval of the Regional Director, and so long as the conveyance does not include authority to control and enforce these terms and conditions.

If title to the Property is transferred to a public entity that is not a qualified state or federal agency 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 herein, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

i. The Grantee shall convey, in accordance with section (d), above, a conservation easement to an entity other than the title holder; or

ii. At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

2. Inspection. FEMA, its representatives, and assigns, including Tennessee, shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of the grant.

3. Monitoring and Reporting. Every three years on February 27th, the Grantee, through Tennessee, shall submit to the FEMA Regional Director a report certifying that the Grantee has inspected the subject Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of the grant.

4. Enforcement. If the subject Property is not maintained according to the terms of the grant, the Grantee, Tennessee, and FEMA, its representatives, and assigns are responsible for taking measures to bring the Property back into compliance.

a. The State will notify the Grantee in writing and advise the Grantee that it has 60 days to correct the violation.

b. If the Grantee fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in the equity in a court of competent jurisdiction.

c, FEMA, its representatives and assigns may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to the following:

i. Requiring transfer of title in accordance with Paragraph 1(d). The Grantee shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

ii. Bringing an action at law or in equity in a court of competent jurisdiction against the State or the Grantee.

5. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.