WARRANTY DEED

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

BILL GARRETT, Davidson County
Trans: T20090085926 DEEDWARR
Recvd: 12/22/09 07:49 5 pgs
Fees: 27.00 Taxes: 0.00
20091222-0116228

THIS INSTRUMENT WAS PREPARED BY:
Community Title Company, LLC
2200 Abbott Martin Road
Nashville, TN 37215
(615)269-7676

NAME/ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	MAP – PARCEL #
Metropolitan Government of Nashville and Davidson Co., TN 222 Third Avenue North Nashville, Tennessee 37201	EXEMPT	058-15-0-090.00

FOR AND IN CONSIDERATION of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantees, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **KIMBERLY D. GIFT, unmarried,** hereinafter called **"GRANTOR,"** has bargained and sold, and by these presents does transfer and convey unto the **METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE**, hereinafter called **"GRANTEE,"** its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 69 on the Plan of Creekwood North Subdivision, of record in Book 4675, Page 16, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete and accurate legal description.
>
> Being the same property conveyed to Kimberly D. Gift, unmarried, from Yvonne T. Johnson, unmarried, by Warranty Deed dated November 12, 2004 and recorded in Instrument No. 20041122-0139604, Register's Office for Davidson County, Tennessee.
>
> The conveyance of the above-described parcel of land is subject to the following:
>
> 1. 2010 Davidson County and subsequent taxes are assumed by the Grantees; and
> 2. Subject to any and all covenants, conditions, zoning regulations, building restrictions, setback lines, if any, and easements and rights of way for public utilities applicable to this property, appearing in the public records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c); and
> 3. Restrictive Covenants of record in Deed Book 4765, Page 567, Register's Office for Davidson County, Tennessee; and
> 4. Subject to all matters as set forth per Plat Book 4675, Page 16, said Register's Office; and
> 5. Such limitations, restrictions and encumbrances of record as may affect the premises, including but not limited to those identified in Exhibit A attached hereto and incorporated herein by reference. The restrictions identified in Exhibit A are restrictions imposed by the GRANTEE, the Metropolitan Government of Nashville and Davidson County, Tennessee, and the Flood Mitigation Assistance Program ("FMA") as covenants running with the land.
>
> This property is also known as improved property located at 3821 Creekwood Circle, Nashville, Tennessee 37218.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, its successors and assigns, forever, and GRANTOR does covenant with the said GRANTEE that she is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and GRANTOR does further covenant and bind herself, her heirs and assigns, to warrant and forever defend the title to the said land to the said GRANTEE, its successors and assigns, against the lawful claims of all

persons whomsoever. Wherever 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 our hands on December 16th, 2009.

Kimberly D. Gift

STATE OF TENNESSEE, COUNTY OF DAVIDSON

On December 16th, 2009, before me personally appeared Kimberly D. Gift to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and official seal on December 16th, 2009.

NOTARY PUBLIC

JOHN COBB ROCHFORD
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON

My Commission Expires: 1/3/11

EXHIBIT A-

Flood Mitigation Assistance Program
Restrictions and Provisions

In reference to the property or properties ("Property") conveyed by the Deed between Kimberly D. Gift participating in the federally-assisted acquisition project ("the Grantor") and 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 1994,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 Flood 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, the 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 parks 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 shall 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 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.