Prepared By:

Bankers Title and Escrow Corporation
3310 West End Avenue, Suite 410
Nashville, Tennessee 37203

BILL GARRETT, Davidson County
Trans:T20120059563 DEEDWARR
Recvd: 08/10/12 11:29 5 pgs
Fees:27.00 Taxes:0.00
20120810-0071615

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/Metro Water Services
222 Third Avenue North
Nashville, Tennessee 37201

SEND TAX BILL TO:
EXEMPT

Map: 049
Parcel : 090.00

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, Tri Star Energy, LLC , 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:

See attached Legal Description

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 5458 Buena Vista Pike, Nashville, TN 37218.

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 7TH DAY OF AUGUST, 2012

GRANTORS:

Tri Star Energy, LLC

BY: Steven R Hostetter

Steven R. Hostetter, Authorized Representative

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Steven R Hostetter, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon his oath acknowledged himself ~~themselves~~ to be Authorized Representative ~~Members~~ of Tri Star Energy, LLC, the within named bargainor, an ~~Illinois~~ Delaware limited liability company, and that they as such Authorized Representative ~~Members~~, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company as such officers.

Witness my hand and official seal at office in Nashville, Tennessee, on this 7 day of August, 2012.

My commission expires: 7-8-2013

Bridget B. Ross
Notary Public

BRIDGET B. ROSS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Tract No. I:

Said tract lying in the 14th Civil District of said County and described as follows:

Beginning in the center of Buena Vista Pike at the northwest corner of the lot of D.M. Gupton; thence easterly with the north line of said D.M. Gupton lot to the center line of Whites Creek Pike; thence northerly with the center of said Pike, 130 feet to the tract conveyed to Ezell Dickerson by Deed of record in Book 1109. page 306, Register's Office for said County; thence westerly 125 feet to the center of Buena Vista Pike; thence southerly with the center of said pike 130 feet 10 the point of beginning.

Tract No. II:

Being a triangular parcel of land located in the 14th, formerly the 24th, Civil District of Davidson County, Tennessee, described according to a survey made June 3, 1958, by T.R. Sanford, Surveyor. as follows:

Beginning at a point in the easterly margin of Buena Vista Pike, said point being the northwest corner of the property conveyed to Charlie Carver and wife, Oracle L, Carver, by Deed from S.P. Holt and wife, Thelma Mai Holt, of record in Book 1344, page 561, as corrected by Instrument of record in Book 2156, page 105, each of which are recorded in said Register's Office and said point likewise being in the present dividing line between said Carver tract and the tract of land conveyed to George E. Summers and wife, by Deed from Charles C. Roney and wife, of record in Book 1371, page 460, as corrected by instrument of record in Book 2156, page 105, said Register's Office; thence with the margin of said Pike, North 5 degrees West 22 feet, more or less, In a monument; thence north 83 degrees 30 minutes east 70 feet more or less to a monument in the present dividing line between said Summers and Carver tracts; thence along the existing dividing line between said two tracts south 57 degrees west 77.5 feet to the point of beginning.

INCLUDED IN THE ABOVE DESCRIPTION BUT EXPRESSLY EXCLUDED FROM IS THAT CERTAIN TRACT OF LAND CONVEYED TO THE STATE OF TENNESSEE by Deed of record in Book 9159, page 313, said Register's Office, as follows:
Beginning at the point of intersection of the existing southwest margin of State Route 65 and the north boundary of the William H. Thompson, Jr. and wife property, and point of intersection being 31.18 feet left of State Route 65 proposed centerline station 106+25.32; thence with said boundary South 60 degrees 28 minutes 07 seconds West 12.27 feet to a point; thence with the proposed west margin of said mad North 18 degrees 43 minutes 26 seconds West 36.13 feet to a point; thence with said existing margin southeasterly 36 feet more or less to the point of beginning. containing 218 square feet.

Exhibit A

Restrictions and Provisions

In reference to the property or properties ("Property") conveyed by the Deed between Tri Star Energy, LLC 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 Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"), 42 U.S.C. § 5121 et seq., identifies the use of pre-disaster mitigation grants under § 5133, Pre-Disaster Mitigation ("PDM"), to assist States and local governments in implementing cost-effective hazard mitigation measures to reduce injuries, loss of life, and damage and destruction of property,

WHEREAS, the PDM program provides a process for a local government, through the State, to apply for federal funds for pre-disaster 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 a FEMA-State Pre-Disaster Mitigation Competitive Grant Agreement ("Grant Agreement"), dated November 19, 2010 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 November 19, 2010 ("StateLocal Agreement") and herein incorporated by reference;

WHEREAS, the terms of the Stafford Act, Federal program requirements consistent with 44 C.F.R. 206.434(e), the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that 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 Stafford Act, Federal program requirements consistent with 44 C.F.R. 206.434(e), the 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 FEMA program requirements concerning the acquisition of property for open space:

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 Pre-Disaster Mitigation Grant Guidance for open space acquisition.

b. Structures. No new structures or improvements shall be erected on the Property other than:
   - A public facility that is open on all sides and functionally related to the open space use;
   - A public rest room; or
   - 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.

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

a. Transfer. The Grantee agrees that it 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 with conservation purposes qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and applicable implementing regulations. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in Paragraph I (a), above, including agriculture, with the prior approval of the Regional Director.

If title to the Property is transferred to a public entity other than 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 someone 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 22ND DAY OF JUNE, 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.