Prepared By:

Bankers Title and Escrow Corporation

3310 West End Avenue, Suite 410

Nashville, Tennessee 37203

BILL GARRETT, Davidson County
Trans:T20130105738 DEEDWARR
Recvd: 12/19/13 11:26 6 pgs
Fees:32.00 Taxes:0.00
20131219-0128224

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/Parcel:
14816006900

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 MITCHELL WHITSON, 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:

A certain tract or parcel of land in Davidson County, Tennessee, being more particularly described as follows, to wit:

BEGINNING at an iron pin set on the North right of way of Antioch Pike at the Southwest corner of Lot No. 1 on the Plan of Hugh Hicks Subdivision of record in Book 8250, page 945, R.O.D.C., Tennessee; thence with said right of way N 65° 22' 10" W, 111.23 feet to an iron pin set; thence continuing with said right of way along a spiral to the right 140.76 feet (Chord N 63° 19' 40" W, 140.75) to an iron pin set; thence N 23° 58' 40" E, 312.65 feet to an iron pin set; thence N 52 ° 17' 20" E 35.82 feet to an iron pin set in the center of an abandoned alley; thence with the center of said alley S. 52 49' 30" W 240.90 feet to an iron pin set; thence S 23° 55' 20" W 297.07 feet to the beginning; containing 1.86 acres, more or less.

Being a portion of the same property conveyed to Mitchell Whitson by Deed from Jack N. Foster and wife, Jeanne T. Foster of record at Instrument No. 20110805-0060501, Register's Office for Davidson County, Tennessee, dated 8/1/2011 and recorded on 8/5/2011.

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 UNimproved property known as 2360 Antioch Pike, Antioch TN 37013.

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, on the property described in attached Exhibit "A", as covenants running with the land.

Witness my hand this 13th DAY OF DECEMBER, 2013

GRANTOR(S):

Mitchell Whitson

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public of said county and state, Mitchell Whitson, the within named bargainor, 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 he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this _____ DAY OF DECEMBER, 2013

NOTARY PUBLIC

My Commission Expires: 1-24-15

STATE OF TENNESSEE NOTARY PUBLIC DICKSON COUNTY

Deed Restriction

Exhibit A

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

WHEREAS, due to unprecedented rainfall which caused extensive flooding and damage throughout Metropolitan Nashville-Davidson County, the President declared Davidson County a Federal Disaster Area on May 4, 2010 [FEMA Declaration Number: FEMA-1909-DR];

WHEREAS, the Supplemental Appropriations Act, 2010 [Public Law 111-212, July 29, 2010] ("the Act") authorized Community Development Block Grant ("CDBG") funding for necessary expenses related to disaster relief, long-term recovery, and restoration of infrastructure, housing, and economic revitalization in areas affected by severe storms and flooding that occurred from March 2010 through May 2010, for which the President declared a Disaster Area;

WHEREAS, the U.S. Department of Housing and Urban Development ("HUD") published Notices of allocations, waivers, and alternative requirements for the CDBG disaster recovery funds in the *Federal Register* [Volume 75, Number 217, Docket Number FR-5452-N-01, effective November 15, 2010 and Volume 76, Number 72, Docket Number FR -5452-N-02] ("Notices");

WHEREAS, pursuant to the Notices, the Metropolitan Development and Housing Agency ("MDHA") prepared and administers the Action Plan for Disaster Recovery and related Amendments ("the Plan") on behalf of the Metropolitan Government of Nashville-Davidson County describing the proposed use of CDBG Disaster Recovery funds;

WHEREAS, the Plan provides for the use of CDBG Disaster Recovery funds for the voluntary acquisition of property damaged in the May 2010 flood that are not eligible for funding through FEMA's Hazard Mitigation Grant Program ("CDBG Voluntary Acquisition Program");

WHEREAS, properties purchased pursuant to the Voluntary Acquisition Program must be maintained in perpetuity for a use compatible with open space, recreational, or wetlands management;

WHEREAS, Metro Water Services, acting as a representative of the Metropolitan Parks Department, acting by and through the Metropolitan Government of Nashville and Davidson County Council, has been authorized to purchase property under the Voluntary Acquisition Program in accordance with the Plan;

WHEREAS, the terms of the Act, the Notices and the Plan 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 Supplemental Appropriations Act, 2010 [Public Law 111-212, July 29, 2010], Notices of allocations, waivers, and alternative requirements for the CDBG disaster recovery funds in the *Federal Register* [Volume 75, Number 217, Docket Number FR-5452-N-01, effective November 15, 2010 and Volume 76, Number 72, Docket Number FR -5452-N-02], the Action Plan for Disaster Recovery for Metropolitan Nashville-Davidson County and Amendments, and 44 CFR Part 80 (other than 44 CFR Part 80.17), the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to CDBG Disaster Recovery program requirements 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 with FEMA 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 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, and approved by MDHA in writing before construction of the structure begins.

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, if required by any State or local ordinance, and in accordance with criteria established by FEMA with respect to its Hazard Mitigation Grant Program.

c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the National Flood Insurance Program 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 Grantee, including successors in interest, shall convey any interest in the Property only if MDHA gives prior written approval of the transferee in accordance with this paragraph.

i. The request by the Grantee 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 Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee 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, with the prior approval of MDHA, and 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 Grantee 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 Grantee shall retain such conservation easement, and record it with the deed.

iv. If title to the Property is transferred, the instrument of conveyance shall expressly recite that any transferee is expressly subject to the terms and restrictions of this Agreement, and further, that any subsequent transfers of the Property shall be expressly subject to the terms and conditions of this Agreement.

2. Inspection. MDHA, HUD, FEMA, its representatives and assigns 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 this part, the Property conveyance, and the CDBG Voluntary Acquisition Program.

3. Monitoring and Reporting. Every three years on May 1st, the Grantee, in coordination with any current successor in interest, shall submit to MDHA a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained

consistent with the provisions of 44 C.F.R. Part 80, the Property conveyance, and the CDBG Voluntary Acquisition Program.

4. Enforcement. The Grantee and its respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the CDBG Voluntary Acquisition Program. The relative rights and responsibilities of the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:
   a. MDHA or its representatives will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.
   b. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of this agreement within the 60-day period, the MDHA shall enforce the terms of the agreement 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. MDHA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:
      i. Requiring repayment by the Grantee of the CDBG Disaster Recovery funding related to the Property.
      ii. Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or
      iii. Taking any action at law or in equity in a court of competent jurisdiction.
5. Amendment. This agreement may be amended upon signatures of MDHA and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.
6. 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.

Grantor's Signature: _____ Date: 12/13/13

Grantor's Name (printed or typed): Mitchell Whitson

Grantee's Signature: Stan Robinson Date: 12/13/13

Grantee's Name (printed or typed): STAN ROBINSON

Grantee's Title: Admin. Services Officer

consistent with the provisions of 44 C.F.R. Part 80, the Property conveyance, and the CDBG Voluntary Acquisition Program.

4. Enforcement. The Grantee and its respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the CDBG Voluntary Acquisition Program. The relative rights and responsibilities of the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:
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   b. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of this agreement within the 60-day period, the MDHA shall enforce the terms of the agreement 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. MDHA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:
      i. Requiring repayment by the Grantee of the CDBG Disaster Recovery funding related to the Property.
      ii. Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or
      iii. Taking any action at law or in equity in a court of competent jurisdiction.
5. Amendment. This agreement may be amended upon signatures of MDHA and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.
6. 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.

Grantor's Signature: _____ Date: 12-3-13

Grantor's Name (printed or typed): Mitchell Whitson

Grantee's Signature: _____ Date: _____

Grantee's Name (printed or typed): _____

Grantee's Title: _____