Karen Johnson Davidson County
Batch# 959976 **DEEDWARR**
01/11/2023 09:47:56 AM 6 pgs
Fees: $32.00 Taxes: $0.00

20230111-0002325

WARRANTY DEED

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $323,000.00.

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 27TH DAY OF DECEMBER, 2022.

M. Catherine Clearwaters
Notary Public

MY COMMISSION EXPIRES: 1-6-25
(AFFIX SEAL)

M. CATHERINE CLEARWATERS NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY

THIS INSTRUMENT WAS PREPARED BY
Bankers Title & Escrow Corporation, 3310 West End Avenue, Suite 540, Nashville, TN 37203

File No.: P22-4276MW-WE

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP/PARCEL NO(S).
The Metropolitan Government of Nashville and Davidson County, Tennessee	NEW OWNER	05000001400
(NAME)	(NAME)	
222 Third Avenue North		
(ADDRESS)	(ADDRESS)	
Nashville TN 37201		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION OF THE SUM OF Three Hundred Twenty-Three Thousand And No/100 Dollars ($323,000.00), CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, R. T. BURFORD, TRUSTEE OF THE BRICK CHURCH BENEFICIAL TRUST UNDER AGREEMENT DATED NOVEMBER 27, 2021, AND JOHN W. BURFORD, MARRIED, HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE, HEREINAFTER CALLED THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

Land in the 12th, formerly the 21st, Civil District of Davidson County, Tennessee, described according to a survey made by N. G. Jenkins, Surveyor, September 24, 1958, as follows:

Beginning on the Westerly margin of Brick Church Pike 528.5 feet, more or less, North of the Northeast corner of property conveyed to U. O. Wells and wife, by deed from E. D. Wells and wife, of record in Book 2635, page 587, Register's Office for said County; thence North 49 degrees 57 minutes West 180 feet, more or less, to an iron pin; thence North 30 degrees 59 minutes East 244.4 feet to a stake, North 53 degrees 39 minutes East 171.8 feet to a stake; thence North 56 degrees 14 minutes East 154 feet to a hackberry tree, South 43 degrees 51 minutes East 13.8 feet to the Westerly margin of Brick Church Pike; thence with same, South 28 degrees 23 minutes West 188.5 feet, South 29 degrees 23 minutes West 188.5 feet, South 30 degrees 23 minutes West 188.5 feet, more or less, to the point of beginning.

Being the same property conveyed to John W. Burford, a married person, by Warranty deed from Dora Ann Cagle and Ethel Marie Watts of record in Instrument No. 200007200071860 Register's Office for Davidson County, Tennessee, dated July 19, 2000 and recorded on July 20, 2000. John W. Burford conveyed the property to Brick Church Beneficial Trust, R. T. Burford, as Trustee, by Quitclaim Deeed of record as Instrument No. 20220427-0048768, Register's Office for Davidson County, Tennessee.

The above described property has not been the principal residence of Grantor, John W. Burford, and is not a marital asset. John W. Burford joins in the execution of this instrument to convey any interest he may have in the property.

unimproved ☐
This is improved ☒ property, known as 3430 Brick Church Pike, Nashville, TN 37207
(House No.) (Street) (P.O. Address) (City or Town) (Postal Zip)

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their successors and assigns forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our successors and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their 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 this 27th day of December, 2022.

R. T. Burford, TRUSTEE
R. T. Burford, Trustee of The Brick Church Beneficial Trust under Agreement dated November 27, 2021

John W. Burford
John W. Burford

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me personally appeared R. T. Burford, Trustee of The Brick Church Beneficial Trust under Agreement dated November 27, 2021, and John W. Burford, to me known to be the person(s) (or proved to me on the basis of satisfactory evidence) described in and who executed the foregoing instrument, and who acknowledged the execution of the same to be his/her/their free act and deed. Witness my hand and official seal at Davidson County, Tennessee this 27th day of December, 2022.

Commission Expires: Jan 8 2024

Notary Public

R. MOORE
TENNESSEE
NOTARY
PUBLIC
COUNTY OF DAVIDSON

Deed Restriction

Exhibit A

In reference to the property or properties ("Property") conveyed by the Deed between **John W. Burford & R. T. Burford, Trustee of the Brick Church Beneficial Trust** participating in the federally assisted acquisition project ("the Grantor") and Metropolitan Government of Nashville and Davidson County, ("the Grantee"), its successors and assigns:

WHEREAS, the Flood Mitigation Assistance Program, as authorized in the National Flood Insurance Reform Act of 1994,Sections 1366 and 1367, (42 USC §§ 4104c, 4104d), identifies the use of Flood Mitigation Assistance ("FMA") program for planning and carrying out activities designed to reduce the risk of flood damage to structures insurable under the National Flood Insurance Program;

WHEREAS, the mitigation grant program provides a process for a local government, through the State, to apply for federal funds for 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, the State of 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 mitigation grant program Grant Agreement dated **August 13, 2021** with FEMA and herein incorporated by reference; making it a mitigation grant program grantee.

Whereas, the Property is located in Davidson County, and Metropolitan Government of Nashville and Davidson County participates in the National Flood Insurance Program and is in good standing with NFIP as of the date of the Deed;

Whereas, the Metro Water Services, acting by and through the Metropolitan Government of Nashville and Davidson County Council, has applied for and been awarded federal funds pursuant to an agreement with the State of Tennessee dated **January 24, 2022** ("State-Local Agreement"), and herein incorporated by reference, making it a mitigation grant program subgrantee;

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, 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 Flood Mitigation Assistance program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, 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 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, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

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 the FEMA Administrator 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 floodproofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

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 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 Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.

i. The request by the Grantee, through the State, to the FEMA Regional Administrator 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 the FEMA Regional Administrator, 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. 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 to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.

2. Inspection. FEMA, its representatives and assigns including the state or tribe 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 of the grant award.

3. Monitoring and Reporting. Every three years on [date], the Grantee (mitigation grant program subgrantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator 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 grant award.

4. Enforcement. The Grantee (mitigation grant program subgrantee), the State, FEMA, and their 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 grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:

   a. The State 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.

      i. 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 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.

      ii. FEMA, 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:

         a) Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.

         b) 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

         c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the state, 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 John W Burford Date 27-Dec-22

Name (printed or typed) The Brick Church Beneficial Trust – Trustee John W. Burford

Grantor's Signature TRUSTEE Date 27-Dec-22

Name (printed or typed) The Brick Church Beneficial Trust – Trustee R. T. Burford

Grantee's Name (printed or typed) Tom Palko Date 27-Dec-22

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

Grantee's Signature Tom Palko