



8.49+ Acres in Maury County, TN



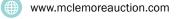


Table of Contents



Boundary Line Agreement	1
Detail of Rural Residential Zoning	3
Email from Norman Marable Soil Scientist Documenting 5 BR Capacity for Soil Site	5
High Intensity Soils Investigation	6
Legal Description	7
Soil Test Location Map	8
Preliminary Soils Map	9
Survey	10
Title Commitment	12
Video 🔽	23
Zoning Information	24







Boundary Line Agreement

RECEIVED

MCLEMORE

BOUNDARY LINE AGREEMENT

The: 2:30/2 This Agreement, made and entered into on this the 20 day of January, 1997, by and between J. W. Winchester and wife, Mary Winchester, First Party and Billie Uphoff and wife, Ida Uphoff, Second Party:

WITNESSETH:

THAT WHEREAS, the parties hereto are owners of certain real estate located in the Thirteenth Civil District of Henry County, Tennessee. The First Party acquired his property under deed of L. W. Winchester and wife, Ada Winchester, of record in Deed Book 39, at page 86, in the Register's Office of Henry County, Tennessee; and

The Second party acquired their property under deed of J. W. Winchester and wife, Mary Winchester, of record in Deed Book 194, at Pages 36-37, in the said Register's office; and

WHEREAS, the South boundary line of the Second Party's property an intermediate north boundary line of the First Party's property is a common line between them; and

WHEREAS, the parties acknowledged that said line as described in their respective deeds does not correctly described their common boundary and they have mutually agreed that the said common boundary line should be described more accurately;

NOW, THEREFORE, First Party, J. W. Winchester and wife, Mary Winchester, and Second Party Billie Uphoff and wife, Ida Uphoff, in consideration of the premises and the sum of One Dollar, each to the other in hand paid, the receipt of which is hereby acknowledged, do hereby covenant and agree that the boundary line between their respective properties shall be as follows:

BEGINNING at a point in the West margin of Hamilton Road and being the southeast corner of the described property in Deed Book 194, pages 36-37, ROHCT; thence with the contours of the margin of the said road, 50 feet to the point of being the new southeast corner of Uphoff; thence leaving the said margin and severing the land of Winchester, North 77 deg. 38 min. 24 sec. West, 210 feet to a point being the new southwest corner of Uphoff; thence in a Northerly direction 50 feet to the existing Southwest corner of Uphoff; thence South 77 deg. 38 min. 24 sec. feet to the point of beginning.

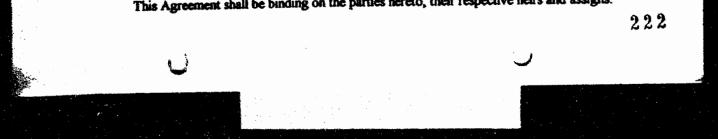
It is understood and agreed by the said J. W. Winchester and wife, Mary Winchester and

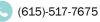
Billie Uphoff and wife, Ida Uphoff that the above described property line shall be the common

boundary line between these parties, being the South boundary line of Uphoff and the

intermediate north boundary line of Winchester.

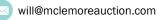
the second second and a second provide the reporting heirs and assign







www.mclemoreauction.com



Last Revised and Published on 02/09/24 at 7:30 AM

Boundary Line Agreement



IN TESTIMONY WHEREOF, the parties hereto have executed this instrument on the day and date first hereinabove set out. Juns JPHOÉE WINCHESTER IDA UPHOFF STATE OF TENNESSEE **COUNTY OF HENRY** Personally appeared before me, the undersigned Notary Public, duly commissioned and qualified, J. W. WINCHESTER and wife, MARY WINCHESTER, with whom I am personally acquainted, and who acknowledged that they executed the foregoing document for the express purposes therein contained. day of Fobruary, 1997. 1.1 HOR This las th Hallower <u>1-17-2000</u> My complission expires: **STATE OF TENNESSEE** COUNTY OF HENRY

Personally appeared before me, the undersigned Notary Public, duly commissioned and qualified, BILLIE UPHOFF and wife, IDA UPHOFF, with whom I am personally acquainted, and who acknowledged that they executed the foregoing document for the express purposes therein contained.

This the 10 day of March, 1997.

en TARY PUBLIC

My commission expires: 12-4-2000

This Instrument Prepared By: THOMAS & NEESE Attorneys at Law P.O. Box 298 Dresden, TN 38225

STATE OF TENNESSEE, HENRY COUNTY 5*00* A 223 at 10.00 Casto Tare Paint S Fee /0. es ity it A. Wen



2





www.mclemoreauction.com



will@mclemoreauction.com

Last Revised and Published on 02/09/24 at 7:30 AM

Detail of Rural Residential Zoning

5.042 -- A-2, Rural Residential District

a. <u>District Description</u>: This district is intended to be utilized in areas where, due to remoteness, impermeability or shallowness of soils, the absence of the necessary urban services, or the continuation of farming or agricultural activities, development of a suburban density is undesirable or unfeasible. Although the A-2 District is primarily a rural district, it also provides for low-density residential development with lot sizes for single-family dwellings being less restrictive than those of the A-1, Agriculture-Forestry District. In addition, a primary objective of the A-2 District is to prevent undesirable urban sprawl and to exclude land uses which demand a level of urban services which are impossible or uneconomical to provide. The following regulations shall apply in the A-2, Rural Residential District, as defined on the Zoning Map of Maury County, Tennessee:

b. <u>Uses Permitted</u>: In the A-2, Rural Residential District, the following uses and their accessory uses are permitted:

- 1. Agricultural and forestry uses and their accessory structures as defined in ARTICLE II.
- 2. Detached single-family and duplex dwellings, and mobile homes.
- 3. Agricultural processing including cotton ginning and compressing, corn shelling, hay baling and threshing services.
- 4. Animal husbandry services including veterinarian services, animal hospital services and poultry hatchery services.
- 5. Forestry activities and related services.
- 6. Fisheries and related services.
- 7. Farm Winery.
- 8. Utility facilities necessary for the provision of services (pursuant to Section 4.130).
- 9. Recreational facilities.
- 10. Medical facilities, including doctors or dental offices.
- 11. Schools, libraries, and fire stations.
- 12. Family Day Care Home as an allowable "Customary Home Occupation."
- 13. Customary Home Occupation as regulated in ARTICLE IV, Section 4.040.

c. <u>Uses Permitted as Special Exceptions</u>: In the A-2, Rural Residential District, the following uses and their accessory uses may be permitted as special exceptions after review and approval in accordance with ARTICLE VIII, Section 8.080.

- 1. Churches, Places of Worship or other places of assembly.
- 2. Riding stables and kennels.
- 3. Marinas.
- 4. Travel trailer parks.
- 5. Doctors and dental offices.
- 6. Schools, colleges, and libraries.
- 7. Neighborhood shopping facilities provided the total floor space devoted to retail sales does not exceed four thousand (4,000) square feet for each such establishment.
- 8. Recreational facilities other than those permitted.
- 9. Governmental buildings and community centers.

(615) 517-7675

Maury County Zoning Resolution

V-5

Latest Revisions Effective April 23, 2023

will@mclemoreauction.com

III MCLEMORE



10. Cemeteries.

- 11. Communication services and communication equipment installation.
- 12. Group Day Care Home.
- 13. Event Venues
- 14. Bed and Breakfast Homestay Establishment

d. <u>Uses Prohibited</u>: In the A-2, Rural Residential District, all uses except those uses or their accessory uses specifically permitted or permitted upon approval as a special exception by the Board are prohibited.

e. <u>Dimensional Regulations</u>: All uses permitted in the A-2, Rural Residential District, shall comply with the following requirements.

- 1. Front Yard: The minimum depth of the front yard shall be forty (40) feet.
- 2. <u>Rear Yard</u>: The minimum depth of the rear yard shall be thirty (30) feet for the principal structure and fifteen (15) feet for any permitted accessory structures.
- 3. <u>Side Yard</u>: The side yards shall be a minimum of twenty (20) feet for a single-story structure. For each additional story over two, an extra additional five (5) feet is required. No accessory and/or detached building may be closer to the property line than the required twenty (20) ft. side setback.
- 4. Land Area:

Lots Not Served by Sanitary Sewer: No parcel of land in an A-2 District shall be reduced in area to provide separate lots or building sites of less than one (1) acre in area for each single family dwelling unit and/or duplex permitted on the lot.

Lots Served by Sanitary Sewer: The lot size may be reduced to 20,000 square feet when served by a sanitary sewer system. The density or number of lots permitted shall based upon a lot yield of 1-lot per gross acreage of property to be subdivided.

- 5. <u>Maximum Lot Coverage</u>: Permitted nonagricultural uses, both principal and accessory, shall cover no more than thirty (30) percent of the total land area.
- 6. Lot Width:

For Lots approved as part of a Concept Plan and/or Preliminary Plat:

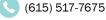
For Lots approved as part of a Maury County Subdivision Regulations Concept Plan and/or Preliminary Plat by the Maury County Regional Planning Commission the lot width shall be a minimum of <u>100-feet at the front building setback line.</u>

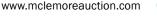
For Lots NOT approved as part of a Concept Plan and/or Preliminary Plat: For Lots NOT approved as part of a Maury County Subdivision Regulations Concept Plan and/or Preliminary Plat by the Maury County Regional Planning Commission (MCRPC) the lot width shall be a minimum of <u>200-feet wide at the road right-of-way line</u>. The MCRPC, at its discretion, may grant a variance to this dimension should the MCRPC determine that

- satisfactory justification has been presented by the property owner.
- 7. <u>Height Requirements</u>: No building shall exceed three (3) stories or thirty-five (35) fect in height, except as provided in ARTICLE VII, Section 7.030.
- 8. Parking Space Requirements: As regulated in ARTICLE IV, Section 4.010.

V-6

Latest Revisions Effective April 23, 2023





Email from Norman Marable Soil Scientist Documenting 5 BR Capacity for Soil Site



Mark to Me & Chris

AUG 25

MCLEMORE

------ Forwarded message ------From: **Norman Marable** <normanmarable@bellsouth.net> Date: Sun, Aug 25, 2024, 11:20 AM Subject: Soils investigation at 9016 Old Jackson Hwy To: <markahafner@gmail.com>

In July of 2024 we conducted a high intensity soils investigation for a soils site for septic use at 9016 Old Jackson Hwy. We found an abundance of favorable soils - Mountview and Dellrose - and flagged off a site likely favorable for a 5 bedroom house - official bedroom determination is by TDEC. Thick undergrowth restricted our investigation and mulching was required. Additional favorable soils can be found on this tract.

Me to Mark & Chris

That's great. I can post that. Thank you.

Yours Truly,

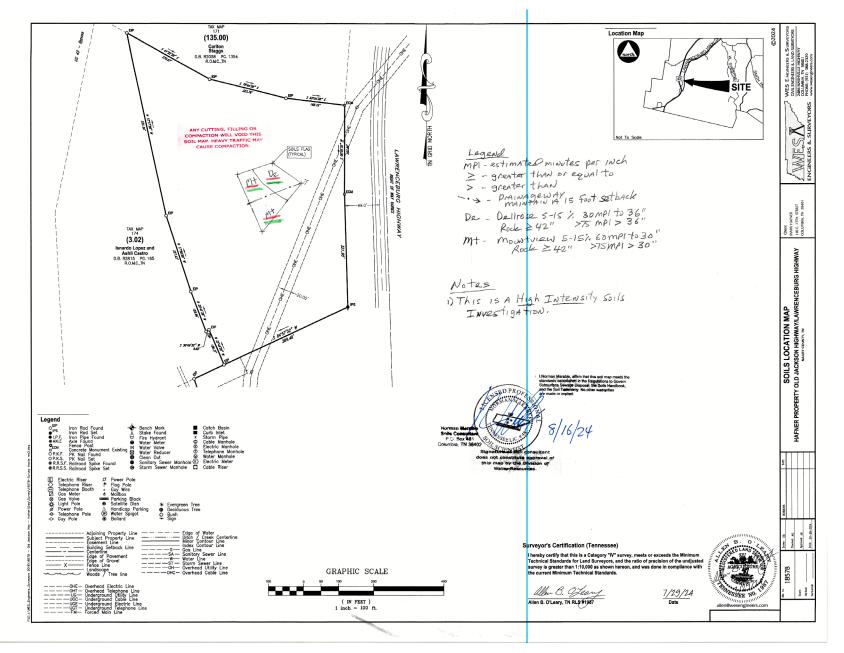
AUG 25





High Intensity Soils Investigation





(615)-517-7675

www.mclemoreauction.com

will@mclemoreauction.com

Legal Description



W.E.S. - ENGINEERS AND SURVEYORS

2486 Nashville Highway Columbia, TN 38401 931-388-2329

Hafner Property

Tract 1 - 8.49 ACRES

A tract of land located in Maury County, Tennessee. A portion of parcel 003.01 shown on Tax Map 174, of the Mark Hafner Family Trust property as recorded in Deed Book R2478, page 1315, and being more particularly described as follows.

Beginning at a ¹/₂" iron pin found having a Tennessee State Plane Coordinate N-412.979.9. E-1.591.134.4 (TDOT CORS). said point lying NORTH 00°46'32" EAST a distance of 2.394.89' from the intersection of Old Jackson Highway and US 43 (north);

Thence with the south line of Carlton Staggs as recorded in Deed Book R2058, page 1354, SOUTH 61°22'28" EAST a distance of 270.67' to a 1/2" iron pin found;

Thence with the same, SOUTH 75°44'28" EAST a distance of 223.76' to a 1/2" iron pin found; Thence with the same, SOUTH 83°01'10" EAST a distance of 168.14' to a TDOT right of way monument; Thence with the west margin of Lawrenceburg Highway, SOUTH 00°05'32" WEST a distance of 253.88' to a TDOT right of way monument:

Thence with the same, SOUTH 01°37'28" EAST a distance of 321.90' to a set;

Thence severing the property of Mark Hafner Family Trust property as recorded in Deed Book R2478, page 1315, SOUTH 64°57'32" WEST a distance of 389.48' to a 1/2" iron pin found, the south east corner of Isnardo Lopez and Ashli Castro as recorded in Deed Book R2815, page 165;

Thence with Isnardo Lopez and Ashli Castro as recorded in Deed Book R2815, page 165, NORTH 22°46'28" WEST a distance of 109.37' to a $\frac{1}{2}$ " iron pin found;

thence SOUTH 56°49'32" WEST a distance of 9.82' to a 1/2" iron pin found;

thence NORTH 20°41'28" WEST a distance of 122.66' to a 1/2" iron pin found;

thence NORTH 17°58'28" WEST a distance of 227.43' to a 1/2" iron pin found;

thence NORTH 12°17'28" WEST a distance of 531.36' which is the point of beginning, having an area of

369,691.0 square feet, 8.49 acres.

There exists a power line crossing the property from the southwest to the northeast across this property. This property abuts Lawrenceburg Highway and does not have access to Old Jackson Highway. There may exist other easement either by record of prescription that a current Title Search may reveal for this property. No title was provided to the surveyor at the time of this survey.

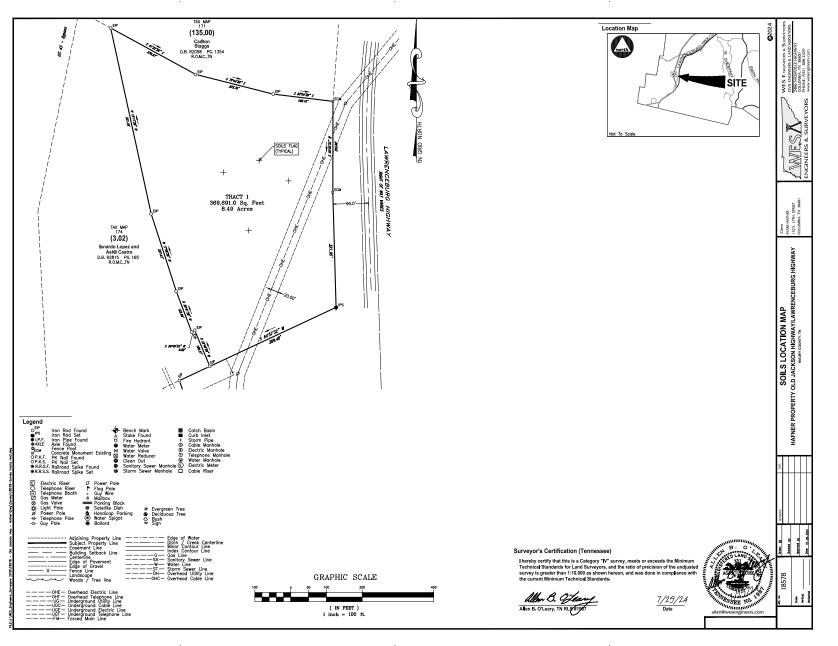
Note: The above property description is based on information gathered during the course of an actual field survey conducted by W.E.S. - ENGINEERS AND SURVEYORS - Job #18578, under the direction of Allen B. O'Leary, Tennessee Registered Land Surveyor Number 1987. All iron pins set are 1/2" Rebar, with a plastic cap stamped "W.E.S, RLS 1987". All deeds referenced above are of record in the Register's Office of Maury County, Tennessee. The above property description was prepared under my direction on this the 23RD day of April 2024.

Allen B. O'Leary TN R.L.S. No. 1987m



Soil Test Location Map





(615)-517-7675

www.mclemoreauction.com

will@mclemoreauction.com

Last Revised and Published on 02/09/24 at 7:30 AM

Table of Contents

Preliminary Soils Map



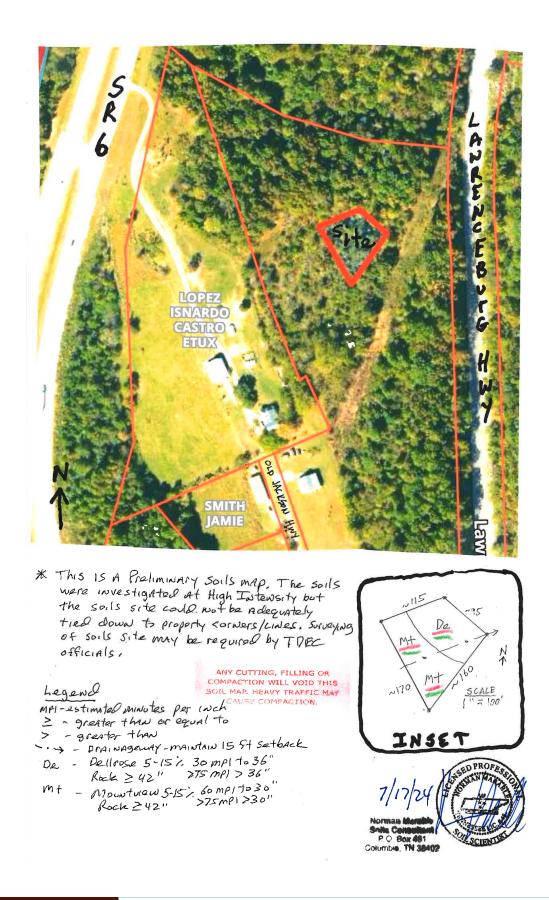
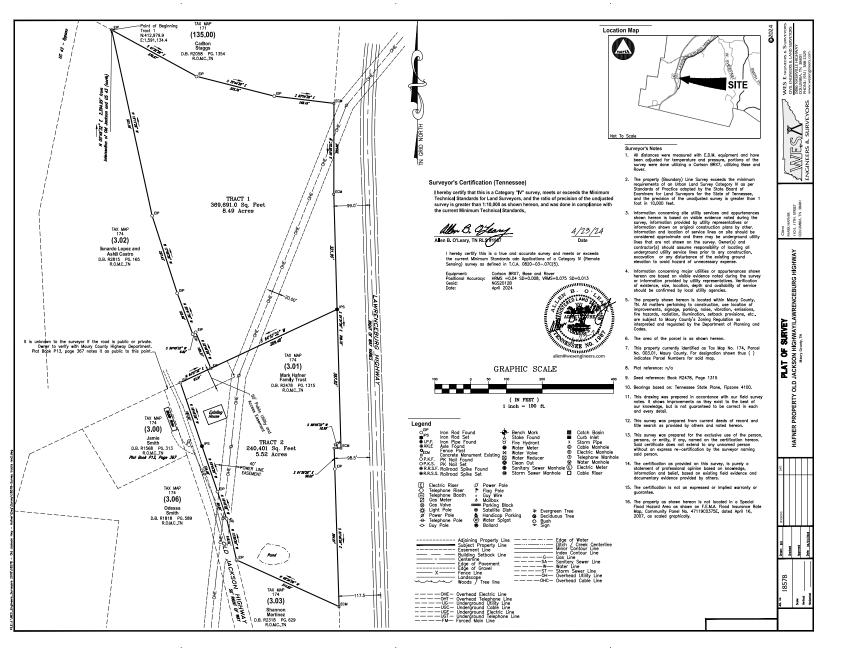




Table of Contents

Survey

MCLEMORE AUCTION COMPANY

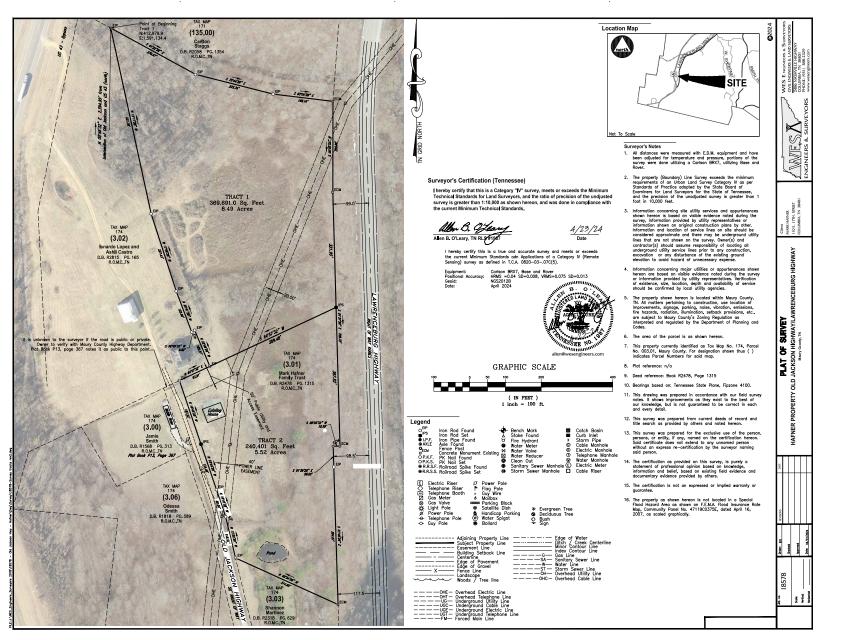


www.mclemoreauction.com

will@mclemoreauction.com

Survey





www.mclemoreauction.com

will@mclemoreauction.com

Table of Contents

Title Commitment



Fidelity National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHTAGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a TN Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance Company

Michael J. Nolan President

ATTEST: Mayou Hemoque Marjorie Nemzura

www.mclemoreauction.com

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association. ALTA Commitment for Title Insurance 8-1-16

AMERICAN 1º

(16196-24.PFD/16196-24/10)

12

Last Revised and Published on 02/09/24 at 7:30 AM

will@mclemoreauction.com





COMMITMENT CONDITIONS

DEFINITIONS 1.

- "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records. (a)
- "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" (b) does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means (C) authorized by law.
- "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be (d) issued by the Company pursuant to this Commitment.
- "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant (e) to this Commitment.
- "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy (f) to be issued pursuant to this Commitment.
- "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting (g) constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- "Title": The estate or interest described in Schedule A. (h)
- 2 If all of the Schedule B. Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- The Company's liability and obligation is limited by and this Commitment is not valid without: 3.
 - the Notice: (a)
 - the Commitment to Issue Policy; (b)
 - the Commitment Conditions; (c)
 - (d) Schedule A;
 - (e) Schedule B, Part I-Requirements; and
 - Schedule B, Part II-Exceptions; and (f)
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association. ALTA Commitment for Title Insurance 8-1-16



(16196-24, PFD/16196-24/10)

(615) 517-7675





5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.
- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT
 - (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
 - (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association. ALTA Commitment for Title Insurance 8-1-16



(16196-24.PFD/16196-24/10)

(615) 517-7675

www.mclemoreauction.com

Last Revised and Published on 02/09/24 at 7:30 AM

will@mclemoreauction.com





8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at . A Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at .

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association. ALTA Commitment for Title Insurance 8-1-16



(16196-24.PFD/16196-24/10)

15

Title Commitment





Fidelity National Title Insurance Company

Transaction Identification Data for reference only:

 Issuing Agent
 Law Office of K. Brian Hay

 Issuing Office:
 104 West 6th Street, Suite 200, Columbia, TN 38401

 Commitment Number:
 16196-24

 Issuing Office File Number:
 16196-24

 Property Address:
 Old Jackson Highway, Mt. Pleasant, TN 38474

 SCHEDULE A

1. Commitment Date: May 7, 2024 at 08:00 AM

2. Policy to be issued:

- (a) ALTA Owner's Policy (07/01/21) Proposed Insured: TBD Proposed Policy Amount
- 3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
- Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in: The Mark A. Hafner Family Trust UAD December 14, 2011
- 5. The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



(16196-24.PFD/16196-24/10)





File No.: 16196-24

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

- The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 5. Properly execute an "Owner's Affidavit" in a form satisfactory to the undersigned.
- Satisfactory evidence that no "visible commencement of operations" has taken place pursuant to T.C.A. §§ 66-11-101, et seq., as most recently amended. If such evidence is unavailable, then it shall be necessary to file a "notice of completion" in accordance with T.C.A. § 66-11-143, as most recently amended.
- 7. Properly execute and record a general warranty deed from Mark A Hafner, Trustee of The Mark A. Hafner Family Trust UAD December 14, 2011 without any intervening rights in favor of TBD.
- 8. We must be furnished with the trust agreement for the Mark A. Hafner Family Trust UAD December 14, 2011 and all amendments thereto, and any conveyance must be made in compliance with the terms of said agreements. In addition, we must be furnished with the proof of the identity of the current Trustee(s) authorized by the Trust to dispose of real property.

NOTE: Memorandum of Trust and Amended Memorandum of Trust of record in Book R2507 at page 832 and Book R2814 at page 672 in the Maury County, Tennessee Register of Deeds office.

- Cancel and release (AT LEAST PARTIALLY AS TO SUBJECT PROPERTY) that certain deed of trust dated February 1, 2018 executed by The Mark A. Hafner Family Trust UAD December 14, 2011 in favor of LOC DISTRIBUTION, INC. in the original amount of \$100,000.00 of record in Book R2480 at page 916 in the Maury County, Tennessee Register of Deeds office.
- Year 2023 Maury County, Tennessee real property taxes HAVE been paid in the amount of \$1,002.00. Receipt #19591. Date paid: February 15, 2024. Tax Map-Parcel #174-3.01. Based on 14 acres in original parcel. All prior year real property taxes have been paid.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



(16196-24.PFD/16196-24/10)



SCHEDULE B (Continued)

File No.: 16196-24

SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

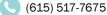
- 1. Rights or claims of parties in possession not shown by the public records.
- Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 3. Taxes or special assessments which are not shown as existing liens by the public records.
- Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- 5. Easements or claims of easements not shown by the Public Records.
- Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part —Requirements are met.
- 7. 2024 and subsequent years Maury County, Tennessee real property taxes and/or assessments which constitute a lien upon said real property until paid. If improvements are completed after January 1 of any year, the law requires supplemental assessment for the year in which improvements are completed as defined by statute. We assume no liability for taxes assessed by correction pursuant to the provisions of Section 67-5-603, et seq., Tenn. Code Ann.
- Subject to any and all matters appearing on map of record in Plat Book 8, page 29 in the Maury County, Tennessee Register of Deeds office.
- Any inaccuracy in the area, square footage, or acreage of land described in PROPERTY DESCRIPTION or attached plat, if any. The Company does not insure the area, square footage, or acreage of the land.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



(16196-24.PFD/16196-24/10)



www.mclemoreauction.com 🛛 🔄 wi





File No.: 16196-24

PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

SITUATE in the SEVENTH (7TH) Civil District of Maury County, Tennessee and being more particularly described as follows:

A tract of land located in Maury County, Tennessee. A portion of parcel 003.01 shown on Tax Map 174, of the Mark Hafner Family Trust property as recorded in Deed Book R2478, page 1315, and being more particularly described as follows:

Beginning at a ½" iron pin found having a Tennessee State Plane Coordinate N-412,979.9, E-1,591,134.4 (TDOT CORS). said point lying NORTH 00°46'32" EAST a distance of 2,394.89' from the intersection of Old Jackson Highway and US 43 (north); Thence with the south line of Carlton Staggs as recorded in Deed Book R2058, page 1354, SOUTH 61°22'28" EAST a distance of 270.67' to a ½" iron pin found; Thence with the same, SOUTH 75°44'28'' EAST a distance of 223.76' to a ½" iron pin found; Thence with the same, SOUTH 83°01'10" EAST a distance of 168.14' to a TDOT right of way monument; Thence with the west margin of Lawrenceburg Highway, SOUTH 00°05'32'' WEST a distance of 253.88' to a TDOT right of way monument; Thence with the same, SOUTH 01°37'28'' EAST a distance of 321.90' to a set; Thence severing the property of Mark Hafner Family Trust property as recorded in Deed Book R2478, page 1315, SOUTH 64°57'32'' WEST a distance of 389.48' to a ½" iron pin found; the south east comer of Isnardo Lopez and Ashli Castro as recorded in Deed Book R2815, page 165; NORTH 22°46'28'' WEST a distance of 109.37' to a ½" iron pin found; thence NORTH 12°47'28'' WEST a distance of 122.66' to a ½" iron pin found; thence NORTH 17°58'28'' WEST a distance of 122.66' to a ½" iron pin found; thence NORTH 17°58'28''' WEST a distance of 531.36' which is the point of beginning, having an area of 369,691.0 square feet, 8.49 acres.

There exists a power line crossing the property from the southwest to the northeast across this property. This property abuts Lawrenceburg Highway and does not have access to Old Jackson Highway. There may exist other easement either by record or prescription that a current Title Search may reveal for this property. No title was provided to the surveyor at the time of this survey.

Note: The above property description is based on information gathered during the course of an actual field survey conducted by W.E.S. – ENGINEERS AND SURVEYORS – Job #18578, under the direction of Allen B. O'Leary, Tennessee Registered Land Surveyor Number 1987. All iron pins set are ½" Rebar, with a plastic cap stamped "W.E.S. RLS 1987". All deeds referenced above are of record in the Register's Office of Maury County, Tennessee. The above property description was prepared under my direction on this the 23RD day of April 2024.

BEING a portion of the same property conveyed to The Mark A. Hafner Family Trust UAD December 14, 2011 by instrument of record in Book R2478 at page 1315 in the Maury County, Tennessee Register of Deeds office.

Tax Parcel #174-3.01 P/O

Table of Contents

The property address and/or tax parcel identification number shown herein are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.

ALTA Commitment for Title Insurance 8-1-16 (16196-24.PFD/16196-24/10)



FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective December 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- · information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- · domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

<u>Cookies</u>. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

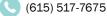
<u>Web Beacons</u>. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Effective December 1, 2023.

Copyright @ 2023. Fidelity National Financial, Inc. All Rights Reserved. (16196-24.PFD/16196-24/10)

Table of Contents





Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above-described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<u>https://fnf.com/pages/californiaprivacy.aspx</u>) or call (888) 413-1748.

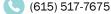
For Connecticut Residents: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email <u>privacy@fnf.com</u> or call (888) 714-2710.

For Colorado Residents: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

Effective December 1, 2023.

Copyright © 2023. Fidelity National Financial, Inc. All Rights Reserved. (16196-24.PFD/16196-24/10)





For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Utah Residents: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent to this Privacy Notice: Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information: Contact Us

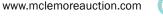
If you have questions or would like to correct your Personal Information, visit FNF's <u>Privacy Inquiry Website</u> or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

> Fidelity National Financial, Inc. 601 Riverside Avenue Jacksonville, Florida 32204 Attn: Chief Privacy Officer

Effective December 1, 2023.

Copyright © 2023. Fidelity National Financial, Inc. All Rights Reserved. (16196-24.PFD/16196-24/10)



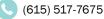


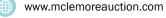
Video





McLemore Auction Company, LLC is pleased to offer this 8.49± acre tract on Lawrenceburg Hwy near Mt. Pleasant in Maury County, TN at online auction. This is your chance to acquire a secluded, wooded property with wildlife, convenient to Columbia, TN. 10% buyer's premium applies.







Zoning Information



Fwd: Tax Map 174 Parcel 003.01 - Haffner

Chris

11:21 AM

Chris Lewis Auctioneer # 7178 RE #352307 912-243-0345

-----Forwarded message -----From: **Debbie Boehms** <dboehms@maurycounty-tn.gov> Date: Fri, Apr 26, 2024 at 9:02 AM Subject: Tax Map 174 Parcel 003.01 - Haffner To: chris@mclemoreauction.com <chris@mclemoreauction.com>

4/26/2024

Mr. Lewis,

This property is zoned A-2 Rural Residential. I have attached the zoning information for your convenience.

Zoning Information





Property Detail	
riopercy becan	
Hide Parcel Highlight	(s) Clear Selection Completely
County:	Maury
Owner:	HAFNER MARK A FAMILY TRUST UAD 12-14-11
Owner 2:	
Address:	OLD JACKSON HWY 301
Parcel Number:	174 003.01
Deeded Acreage:	14
Calculated Acreage:	0
Subdivision:	
Subdivision Lot:	
Date of TDOT Imagery:	2021
Date of Vexcel Imagery	: 2023
	p-to-date ownership and assessment information.
Export PDF of this ma	

Respectfully,

Deborah J. Boehms Maury County Zoning Coordinator #5 Public Square Columbia, TN 38401 931-375-3003 office

Article 5.042 Rural Residential 4-23-2023

PDF

Me

11:24 AM