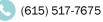


# 56.23± Acres in 7 Tracts on Woods Rd in Sumner County, TN



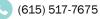
www.mclemoreauction.com

ion.com will@mclemoreauction.com Last Revised and Published on 12/07/24 at 11:03 AM

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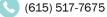








McLemore Auction Company, LLC is pleased to offer these seven tracts on Woods Road in Sumner County, TN at absolute online auction. Ranging from  $6.08\pm$  Acres to  $18.17\pm$  Acres, all tracts feature frontage on Woods Rd. The property is located less than a mile from Hwy. 109 and 2.5 miles from I-65. This auction is part of Chapter 11 Bankruptcy Case 2:24-bk-00008. A 10% Buyer's Premium applies.

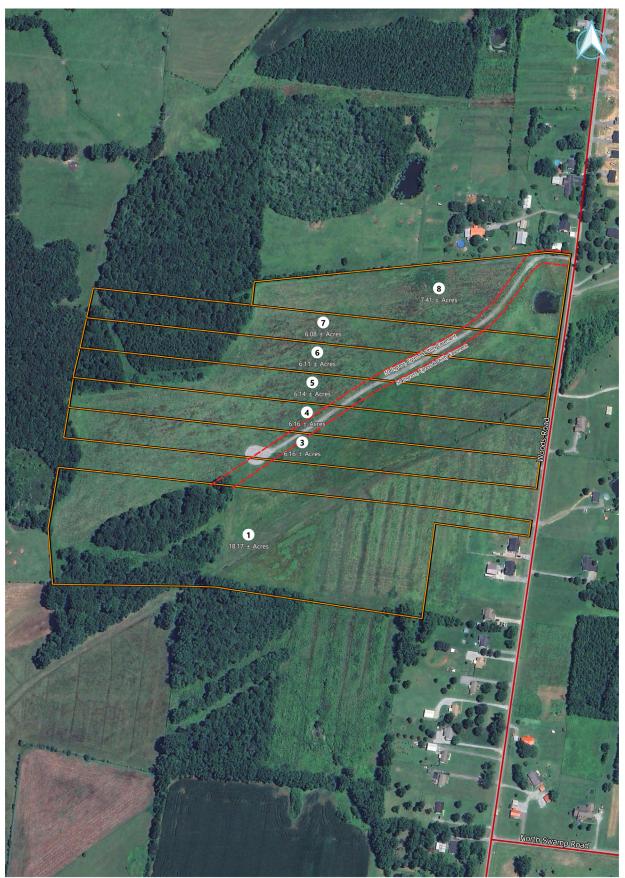






# **Auction Sales Map**





(615) 517-7675



# <section-header><section-header>

## **QUICK FACTS**

	Gallatin
	1905
	529
)	14
	N36° 34.90′
	W86° 30.98′
	805'
	Nashville
	40 miles
	Central
	www.cityofportlandtn.gov
	www.sumnertn.org

Gallatin, Goodlettsville, Hendersonville, Millersville, Mitchellville, Westmoreland, White House Bethpage, Castalian Springs, Cottontown

Unincorporated Cities		
POPULATION		

	<u>City</u>	<u>County</u>
2020 (Census)	13,156	196,281
2023 Population	13,409	208,821
2023 Median Age	35.7	40.9
2028 Population Projection	13,630	219,713
Annual Growth Rate	0.33%	1.02%
(2023-2028 Projected)		

**...** 

Source: ESRI

## CLIMATE

Annual Average Temperature56.5° FAverage High Temperature68.6° FAverage Low Temperature44.4° FAnnual Average Precipitation52.85″Annual Average Snowfall2.6″Prevailing WindsSoutherlyMean Length of Freeze-Free Period (days)180-220

## **TAX STRUCTURE**

LOCAL	<u>City</u>	<u>County</u>
Property Taxes (2023) • Rate per \$100 value	\$1.16	\$2.252
Ratio of Assessment		
<ul> <li>Residential and Farm</li> </ul>	25%	25%
<ul> <li>Commercial/Industrial</li> </ul>	40%	40%
• Personal (Equipment)	30%	30%

Total Local Assessment (2022)	\$387,120,378	\$6,629,491,473
Hotel-Motel Tax	2.5%	5%
Motor Vehicle Wheel Tax Rate		\$51.00

Source: Tennessee Comptroller of the Treasury, Division of Property Assessments Source: County Technical Assistance Service, UTIP

## <u>STATE</u>

Sales Tax

- 4% tax on food and food ingredients
- 7% on all other tangible personal property unless specifically exempted

## Local Sales Tax Rate

- 2.25%
- Local and State Sales Tax Collected (FY2023)

• \$355,679,808

- Income Tax
  - Personal: Repealed beginning January 1, 2021
  - Corporate Excise Tax: 6.5% of Tennessee taxable income
  - Franchise Tax: .25% of the greater of the Tennessee portion of net worth or the book value of real and tangible property in Tennessee. The minimum tax is \$100
  - Unemployment Tax: New employers is typically 2.7% (based on occupation) of first \$7,000

Source: Tennessee Department of Revenue

(615) 517-7675



2024 COMMUNITY DATA PROFILE

## **EDUCATION**

District Name Su	Imner County
Type of Public School System	County
District Grades Served	Pre-K-12
Number of Schools	49
Number of Classroom Teachers	2,030
Student to Teacher Ratio	15:1
Additional Staff	265
Total Number of Students	29,818
Number of Private Schools	14
Total Number of Students	10,014
Number of Teachers	2,432
Number of High School Graduates (20 Graduation Rate Educational Attainment with a Degree (Adults Age 25+) Source: Tennessee Department of Education	97.6%

## REGIONAL HIGHER EDUCATIONAL INSTITUTIONS (within 30 miles)

<ul> <li>TN College of Applied Technology</li> </ul>	Portland
Volunteer State Community College	Gallatin
Welch College	Gallatin
<ul> <li>Cumberland University</li> </ul>	Lebanon
Plus several in the Nashville area	
Source: National Center for Education Statistics	

## FastTrack Job Training

Assistance Program Available	Yes
Source: Tennessee Department of Economic and Community Developr	nent

## **GOVERNMENT**

GOVERNING BODY			
City	Mayor and Board of Ald	Mayor and Board of Aldermen	
-	Meets 1st & 3rd Monday at 5:00 p.m.		
<b>C</b>	City Hall		
County	County Mayor and County Commissioners		
	Meets 3rd Monday at 7	:00 p.m.	
<b>F</b> ine <b>D</b>	County Building		
Fire Departme			
Full-time fire fighters in city 29			
City volunteers     0			
• Full-time fire fighters in county 246*			
County volunteers     195*			
Fire stations in city 2			
Fire stations in city 2     City fire trucks 5			
<ul> <li>Fire stations</li> </ul>		28*	
County fire	trucks	85*	
county me	d deks	05	
(* These figures are for the unincorporated portion of Sumner			

County under the jurisdiction of the County EMS. This does not include numbers from other incorporated cities in the county.)

## Law Enforcement

<ul> <li>Full-time police officers in city</li> <li>Full-time police officers in county</li> <li>City patrol cars</li> </ul>	& sheriff	37 130 40
• County patrol cars Patrol Division Traffic Division Motorcycles Reserve Unit Flex vehicles		77 12 11 18 10
Insurance Rating Zoning Regulations Planning Commission Industrial Development Corp.	<u>City</u> 5 Yes Yes Yes	<u>County</u> Varies Yes Yes Yes

## **TRANSPORTATION**

## AIR SERVICE

Nearest General Aviation	Portland Municipal Airport
Location Identifier	1M5
Distance from City	3.5 miles
Runway Length	5,000 feet
Surface	Asphalt
Lighting	MIRL/PAPI
Fuel	100LL/Jet A
Repairs	Major
Storage	Tie Down
Transportation	None
Nearest Commercial Service	Nashville International Airport
Location Identifier	BNA
Distance from Portland	44 miles

Nashville International Airport (BNA) serves approximately 17 million total passengers annually. BNA is currently served by 22 major carriers, including international carriers. BNA offers 585+ daily flights and provides nonstop air service to more than 101 destinations.

## **HIGHWAYS**

U.S. Highways	31E
State Highways	25, 52, 76, 109
Nearest Interstate	New exit #121 access I-24 and I-65

## **COMMON CARRIERS**

Air Freight Companies	
Motor Freight Companies	15
Terminal Facilities	2
Transportation vehicle	1
Bus Services	
Inter-City	No
Local	No
Carrier Service	No

**RAILROADS SERVED BY** 

CSX Transportation

#### **NAVIGABLE WATERWAYS**

River	Cumberland
Channel Depth	9 feet
Nearest Port Facility	Nashville
Miles from Port	40

## COMMUNICATIONS Newspapers

	Portland Sun
	The Leader
Telephone Companies	AT&T
Radio Stations	4 area local
Television Networks	7
Cable Service Available	Yes
Channels	74
Provider	AT&T and Comcast
Internet Service Available	Yes
Provider	AT&T, Comcast, Cumberland
	Connect
Fiber Optics Available	Yes
Provider	AT&T, Comcast, Cumberland
	Connect

The Tennessean

PORTLAND-SUMNER COUNTY, TENNESSEE



2024 COMMUNITY DATA PROFILE

## **COMMUNITY FACILITIES** (citywide)

			-/
<u>Health Care</u>		<b>Recreation</b>	
Doctors	24	Libraries	1
Dentists	4	Parks	2
Portland Diagnostic Cent	er 1	Golf Courses	1
Emergency Room (Tri-Sta	ar) 1	(Public & Private)	
National Urgent Care	1	Swimming Pools	1
Clinics	0	(Public & Private)	
Nursing Homes	1	Country Clubs	1
Beds	112	Theaters	1
Retirement Homes	0	Bowling Alleys	0
Beds	0	bowing, meys	0
Residential Care/ Assisted Living	4	<u>Hotels &amp; Motels</u>	1
Beds	96	Rooms	26
Deus	90	Bed & Breakfasts	0
Religious Organizatio	ons		
Protestant	46	Largest Meeting Ro	
Catholic	2	Capacity	447
Jehovah's Witness	0		
Seventh Day Adventis	st 0	<u>Restaurants</u>	8
Latter Day Saints	0	Fast food	12
Other			
		<u>Other</u>	
Day Care Centers	6	Ball fields, tennis co	urts,
Day Care Homes	0	picnic areas and gyr	n

## **FINANCIAL INSTITUTIONS**

Banks:	Total Number of Institu	tions 24
Total Number of Offices		5 56
	Deposits	5,281,000,000
City Credit Unions:	Total Number of Branch	nes 1
	Total Number of Offices	5 1
	Deposits	11,060,195
Combined Deposits		\$5,292,060,195
(Deposits for June 30, 2023)		

Source: Federal Deposit Insurance Corporation and National Credit Union Administration

## **INDUSTRIAL SUPPORT SERVICES**

<u>Service</u>	Location	<u>Distance (Miles)</u>
Tool & Die	Local	
Heat Treating	Nashville	40
Foundry	Nashville	40
Heavy Hardware	Nashville	40
Sheet Metal	Local	
Lubricants	Local	
Welding Supplies	Local	
Abrasives	Nashville	40

## SELECTED ECONOMIC INDICATORS

|--|

Labor Force	County	Labor Market Area*
Population	167,731	604,866
Employed	105,270	376,428
Unemployed	3,590	15,950
Unemployment Rate	3.3%	4.1%

\* Drive Time: 45 minute radius from Portland Source: ESRI

## 2023 EMPLOYED POPULATION (AGE 16+) BY INDUSTRY

Agriculture/Mining	0.5%
Construction	7.2%
Manufacturing	11.3%
Wholesale Trade	2.8%
Retail Trade	11.8%
Transportation/Utilities	7.0%
Information	1.5%
Finance/Insurance/Real Estate	6.2%
Services	46.5%
Public Administration	5.2%
Source: ESRI	

## MANUFACTURING IN AREA (Annual Averages 2022)

252

Number of Units

Ann. Avg. Employment 7,207 Ann. Avg. Weekly Wage \$1,292 Source: Tennessee Department of Labor and Workforce Development

## PER CAPITA PERSONAL INCOME

Year	2023
Amount	\$37,223
Source: ESRI	

#### MEDIAN HOUSEHOLD INCOME Year 2023

Year	2023
Amount	\$72,894
Source: ESRI	

## AVERAGE HOME SALES

Year	2022				
Number of Homes Sold	4,546				
Average Cost	\$473,168				
2023 Median Home Value	\$357,818				
Source: Tennessee Housing Development Agency					

## **RETAIL SALES**

Year	2022			
Amount	\$3,506,173,052			
Source: Tennessee Department of Revenue				

## **NATURAL RESOURCES**

Minerals: Limestone Timber: Hardwood

## AGRICULTURAL

**Crops:** Corn, hay, soybeans, tobacco and wheat **Livestock:** Equine, cattle

PORTLAND-SUMNER COUNTY, TENNESSEE



2024 COMMUNITY DATA PROFILE

## UTILITIES

## GAS

Local Distributor Phone Website Source Company **Fuel Oil Suppliers** Suppliers of LP Gas

City of Portland 615.325.6776 www.cityofportlandtn.gov Symmetry Energy Solutions 1 1

WATER Water Supplier Phone Website Source

City of Portland 615.325.6776 www.cityofportlandtn.gov One lake, West Fork Drakes Creek

(One city owned lake, Drakes Creek—water tap connections to White House, Simpson County, KY Utility District, Westmoreland for emergencies)

Capacity Current Consumption Storage Capacity

3,000,000 GPD 2.27 MGPD 2.750 MG

#### **SEWER**

Sewer Provider Phone Website Type of Treatment Capacity **Current Usage** City Sewer Coverage Storm Sewer Coverage Solid Waste Disposal Type Transfer Station (Gallatin)

## City of Portland 615.325.6776 www.cityofportlandtn.gov

Sequencing batch reactor

**Tennessee Valley Authority** 

1,900,000 GPD (design capacity) 1,730,000 GPD 80% 100%

ELECTRICITY

Source Company

LOCAL POWER COMPANY (City and County)

Cumberland Electric Membership Corporation/ **Cumberland Connect** 

**General Manager** District Address Phone Website

Chris Davis 1201 Fifth Avenue, W Springfield, Tennessee 37172 615.384.5566 www.cemc.org

## MAJOR INDUSTRIAL MANUFACTURERS/DISTRIBUTION (65+ employees)

Firm	Product or Service	Total Employees	Union	Phone Number
Peyton Mid-South	Distribution for Kroger	491	None	615.325.8100
UNIPRES	Pressed Metal Parts	461	None	615.325.7311
Kirby Bldg. Systems	Steel Fabrication	361	None	615.325.4165
N.A.S.G. Tennessee, North, LLC	Auto metal stamping	338	None	615.323.0500
Thomas & Betts Corp. ABB	Electrical Boxes	304	None	615.325.6800
Shoals Technologic	Solar cable assembly	272	None	615.451.1400
Ascention Buildings	Pre-engineered building products	153	None	615.813.5480
U.S. Tsubaki Holdings & Automotive, LLC	Conveyor systems, auto mfg timing	132	None	615.325.9221
First Fleet Trucking, Inc.	Trucking	130	None	615.325.7300
The Crown Group, PPG	Powder/E-coating	123	None	615.323.5226
MISA	Steel processing	94	None	615.325.5454
Western Plastics	Plastic injection molding	88	None	615.325.7331
Stevison Ham Company	Packaged hams	84	None	615.325.4161
M-Pack Solutions	Packaging services for Thomas & Betts	s (ABB) 70	None	615.426.0103
Specialty Water Tech.	Water purify systems medical industry	/ 46	None	615.654.6124

## For information on industrial sites and available industrial buildings contact:

#### **Robert T. Bibb, Executive Director**

Middle TN Industrial Development Association 2108 Westwood Avenue Nashville, Tennessee 37212 Phone: 615.269.5233 mtida@mtida.org www.mtida.org

## Denise Geminden, Econ. & Comm. **Development Director** City of Portland Economic and Community Development 100 South Russell Street Portland, Tennessee 37148 Phone: 615.325.9650 geminden@cityofportlandtn.gov www.cityofportlandtn.gov



MTIDA represents the Local Electric Power and Natural Gas Distributors located in the 40 county region of Middle Tennessee.

PORTLAND-SUMNER COUNTY, TENNESSEE

The information contained herein was obtained from sources we consider reliable. We can not be responsible, however, for errors or change in information.

Updated lanuary 2024

www.mclemoreauction.com

will@mclemoreauction.com

Last Revised and Published on 12/07/24 at 11:03 AM

# Form of Agreement of Purchase and Sale for Middaugh Property



## AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT is dated for reference on July 11, 2024

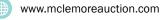
BETWEEN: Garth Middaugh 1013 Cave Hill Rd Lafayette, TN 37083

(the "Seller")

AND

[Purchaser.FirstName] [Purchaser.LastName] [Purchaser.StreetAddress] [Purchaser.City], [Purchaser.State] [Purchaser.PostalCode] [Purchaser.Phone] [Purchaser.Email] (the "Purchaser").

- AGREEMENT TO PURCHASE: The Purchaser agrees to purchase from the Seller the property (the "Property") legally described on Exhibit A hereto, together with all buildings, improvements, and appurtenances thereon, on the following terms and conditions:
  - 1. HIGH BID PRICE: \$[High Bid Price]
  - 2. 10% BUYER'S PREMIUM: \$[Buyer's Premium Amount]
  - 3. PURCHASE PRICE: \$[Purchase Price]
  - 4. The Purchase Price shall be paid as follows:
    - Deposit: Concurrently with the execution and delivery of this Agreement, the Purchaser shall pay to Warranty Title Insurance Company, 2401 Memorial Blvd, Springfield, TN 37172, (615) 989-7558, sbranham@warranty1952.com, Sonya Branham, Contact (the "Title Company"), as Escrow Agent, an earnest money deposit (the "Deposit") of 15% of the Purchase Price, in the amount of \$[Deposit Amount]. The Deposit shall be non-refundable except as provided in Section 9 of this Agreement.
    - 2. Balance of Purchase Price: The balance of the Purchase Price, plus or minus prorations as set forth below, shall be paid by the Purchaser at

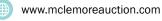


## Form of Agreement of Purchase and Sale for Middaugh Property



Closing (as defined below) by wire transfer or cashier's check, payable to the Title Company, as Escrow Agent.

- 3. The Purchaser acknowledges and agrees that its obligations under this Agreement are not contingent or conditioned upon the Purchaser obtaining financing from any lender.
- 2. CLOSING: The closing (the "Closing") of the purchase shall occur on or before 4:00 pm, local time, on August 12, 2024. The Closing shall occur at the offices of the Title Company. At Closing, the Seller shall deliver to the Purchaser a warranty deed in recordable form conveying fee simple title to the Property free and clear of all liens, subject to such permitted encumbrances and exceptions to title set out in the Title Commitment.
- 3. POSSESSION: The Purchaser will receive possession at closing.
- 4. CLOSING COSTS:
  - 1. The Seller shall pay the following closing costs:
    - 1. Costs to search the title and prepare the title commitment;
    - 2. Costs to prepare the deed;
    - 3. 50% of the closing agent's cost to close the sale; and
    - 4. Any legal counsel retained by Owner in connection with the conveyance of the Property.
  - 2. The Purchaser shall pay the following costs:
    - 1. The cost of the standard owner's ALTA title policy, if Purchaser chooses to have a title policy issued;
    - 2. Any special endorsements to the title policy;
    - 3. Any costs associated with title insurance issued in favor of Purchaser's lenders, if any;
    - 4. All costs arising from or relating to any loan sought by Purchaser to finance the conveyance;
    - 5. All recording costs, transfer taxes and mortgage taxes arising from the deed, deed of trust and any other financing documents required by Purchaser's lenders, if any;
    - 6. 50% of the closing agent's cost to close the sale; and
    - 7. Any legal counsel retained by Purchaser in connection with the conveyance of the Property.
- 5. PRORATIONS / TAXES: Taxes for the year of closing will be prorated between the parties, and Seller will be responsible for any delinquent taxes. If the tax assessment for the calendar year of closing is not known at the Closing Date, the proration will be based on taxes for the previous tax year. Any and all greenbelt rollback taxes will be the responsibility of the Purchaser.



## Form of Agreement of Purchase and Sale for Middaugh Property



- 6. SURVEY: The Seller will obtain and provide a new boundary survey if there is no existing legal description for the Property and/or the conveyance of the Property will involve the creation of new tract boundaries. Any need for a new survey shall be determined solely by the Seller. If a survey is provided, the type of survey performed shall be at Seller's option and sufficient for the issuance of an owner's title insurance policy.
- TITLE: Seller will provide Purchaser with a Title Commitment issued by a reputable title insurance company selected by Seller, and Purchaser hereby agrees to accept title to the Property subject to:
  - 1. all standard exclusions and printed exceptions set forth in the Title Commitment,
  - 2. liens for taxes not yet due and payable,
  - 3. easements for public utilities affecting the Property
  - all other easements or claims to easements, covenants, restrictions, and rightsof-way affecting the Property,
  - 5. rights and claims of parties in possession and
  - 6. all permitted title exceptions referenced in the Title Commitment.
  - 7. All applicable zoning ordinances and other land use laws and regulations shall be deemed as permitted title exceptions.
- 8. CONDITION OF THE PROPERTY: The purchaser shall accept the Property in an "asis" condition as of the Closing Date, and purchaser specifically agrees that the Seller has not and does not make any representations or warranties of any kind whatsoever, express or implied, to the purchaser regarding the Property OR ANY IMPROVEMENTS THEREON INCLUDING, WITHOUT LIMITATION, ANY ZONING RESTRICTIONS, THE DIMENSION OR ACREAGE OF THE PROPERTY OR IMPROVEMENTS, any aspect of the condition of the Property or improvements or the fitness of the Property or improvements for any intended or particular use, any and all such representations or warranties, express or implied, being hereby expressly waived by the purchaser and disclaimed by the Seller. The Purchaser represents and warrants to the Seller that the Buyer has not been induced to execute this Agreement by any act, statement or representation of the Seller or its agents, employees or representatives. The Purchaser acknowledges and agrees that it is the Purchaser's responsibility to make such legal, factual and other inquiries and investigations as the Purchaser considers necessary with respect to the Property, and the Purchaser hereby represents and warrants that they have executed this Agreement based solely on their own independent due diligence and investigation, and not in reliance upon any information provided by the Seller or McLemore Auction Company, LLC or their agents, employees, or representatives.

## Form of Agreement of Purchase and Sale for Middaugh Property



- BREACH OF CONTRACT BY SELLER: If the Seller defaults in the performance of any of its obligations hereunder and Closing fails to occur by reason thereof, the Purchaser may terminate this Agreement and shall be entitled to the return of the Deposit, or seek specific performance of this Agreement.
- BREACH OF CONTRACT BY PURCHASER: If the Purchaser defaults in the performance of any of its obligations hereunder and Closing fails to occur by reason thereof, the Deposit shall be forfeited to the Seller and McLemore Auction Company, LLC.
- 11. AUCTIONEER'S AGENCY DISCLOSURE: The Purchaser acknowledges that McLemore Auction Company, LLC, the auctioneer of the Property, is acting as a single agent representing the Seller exclusively in this transaction and is not acting as a subagent, a buyer's agent, a facilitator or a limited consensual dual agent in connection with this transaction.
- 12. OTHER:
  - 1. Time: Time is of the essence hereof.
  - 2. Counterparts: This Agreement may be executed in any number of original counterparts, with the same effect as if all the parties had signed the same document, and will become effective when one or more counterparts have been signed by all of the parties and delivered to each of the other parties. All counterparts will be construed together and evidence only one agreement, which, notwithstanding the dates of execution of any counterparts, will be deemed to be dated the date first above written. 3. Electronic Execution: This Agreement may be executed by the parties and transmitted by fax, email, Internet and/or other electronic means and if so executed and transmitted this Agreement will be for all purposes as effective as if the parties had executed and delivered an original Agreement.
  - Notices: All notices under this Agreement shall be deemed delivered when personally delivered or sent by registered mail or courier service to the address of either party as set forth on page 1 above.
  - Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors, administrators, executors and permitted assigns.
  - 5. Choice of Law: This Agreement shall be interpreted according to the laws of the state in which the Property is located.
  - Enforcement Costs: In the event it becomes necessary for the Seller, the Purchaser or McLemore Auction Company, LLC to enforce this Agreement through litigation, the prevailing party shall be entitled to recover all of its costs



## Form of Agreement of Purchase and Sale for Middaugh Property



of enforcement, to include attorneys' fees, court costs, costs of discovery and costs of all appeals.

- 7. Entire Agreement: This Agreement constitutes the entire agreement between the Purchaser and the Seller, and all prior agreements and understandings, whether written or oral, are merged herein.
- 8. Conveyance Instructions: The Property shall be conveyed to the Purchaser and the Purchaser hereby directs Seller to execute and deliver the deed to the Purchaser.
  - 1. The above notwithstanding, the Purchaser may direct the Seller to execute and deliver the deed to an alternative party (the "Deed Grantee") by notifying the Title Company a minimum of 3 business days before the Closing. If the Deed Grantee is different than the party executing this Contract as Purchaser, then:
    - 1. if requested by Seller, Purchaser will, before Closing, execute and deliver an appropriate instrument prepared or approved by Seller assigning Purchaser's rights to acquire the Property to the Deed Grantee; and
    - 2. the Purchaser shall nevertheless be bound by all of the terms of the Contract unless Seller hereafter agrees in writing to release Purchaser from this Contract.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

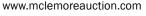
SELLER:

Garth Middaugh by Garth Middaugh

PURCHASER:

**Table of Contents** 

[Purchaser.FirstName] [Purchaser.LastName]





Form of Agreement of Purchase and Sale for Middaugh Property



## **Exhibit A: Description of Property**

[Property Description]









# **Title Commitment**



## \* OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

## **COMMITMENT FOR TITLE INSURANCE**

## NOTICE

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST 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, Old Republic National Title Insurance Company, a Minnesota 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 Amount of Insurance and the name of the Proposed Insured.

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

## COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic 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.

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Commitment for Title Insurance (07-01-2021)

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## COMMITMENT FOR TITLE INSURANCE

- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
- 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.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - a. the Notice;
  - b. the Commitment to Issue Policy;
  - c. the Commitment Conditions;
  - d. Schedule A;
  - e. Schedule B, Part I Requirements; and
  - f. Schedule B, Part II Exceptions; and
  - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

#### 4. COMPANY'S RIGHT TO AMEND

Commitment for Title Insurance (07-01-2021)

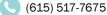
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not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

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## COMMITMENT FOR TITLE INSURANCE

- 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
  - e. The Company is not liable for the content of the Transaction Identification Data, if any.
  - f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM
  - 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
  - c. 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.
  - 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.

 IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT The issuing agent is the Company's agent only for the limited purpose of iss

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 closing, settlement, escrow, or any other purpose.

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Commitment for Title Insurance (07-01-2021)



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## COMMITMENT FOR TITLE INSURANCE

## 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. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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 href="http://www.alta.org/arbitration">http://www.alta.org/arbitration</a>.

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## **COMMITMENT FOR TITLE INSURANCE**

 Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

 Issuing Agent:
 Warranty Title, LLC dba Warranty Title Ins Co

 Issuing Office:
 2401 Memorial Blvd., Springfield, TN 37172

 Issuing Office's ALTA® Registry ID:
 Loan ID No.:

 Commitment No.:
 20240995

 Issuing Office File No.:
 20240995

 Property Address:
 56.23 acres +/- on Woods Road, Portland, TN 37148

## SCHEDULE A

- 1. Commitment Date: July 8, 2024 at 12:00 AM
- 2. Policy to be issued:
  - a. ALTA Owner's Policy (2021) Proposed Insured: TBD Proposed Amount of Insurance: \$0.00 The estate or interest to be insured: Fee Simple
  - b. ALTA Loan Policy (2021)
     Proposed Insured: , its successors and/or assigns as their respective interests may appear.
     Proposed Amount of Insurance: \$0.00
     The estate or interest to be insured: Fee Simple
- 3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

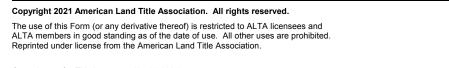
4. The Title is, at the Commitment Date, vested in:

Garth Edward Middaugh and, as disclosed in the Public Records, has been since June 16, 2020.

5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

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Commitment for Title Insurance (07-01-2021) Schedule A



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Warranty Title LLC, dba Warranty Title Ins Co by: Vicki Benjamin, Vice President of Operations

Vidi Benjamin Authorized Countersig

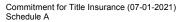
#### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY A Stock Company

1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607 (612) 371-1111 www.oldrepublictitle.com

By President est Dour Wold Secretary Attest

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# \* OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

## SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

- 1. 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.
- 4. 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. Warranty Deed from Garth Edward Middaugh conveying described property herein to TBD.

Deed of Trust from TBD securing the principal sum of \$0.00 for the benefit of .

- Payment and release of the Commercial Deed of Trust in the original principal amount of \$455,240.00 payable to Farm Credit Mid-America, FLCA as executed by Garth Edward Middaugh on June 16, 2020 and filed for record in Record Book 5247, page 48, Register's Office for Sumner County, Tennessee.
- Lien Affidavit must be executed by the within named owners.
- 8. Subject to Notice of Waiver to be executed at time of closing.
- 9. The Company will require a sworn Owner's Affidavit and indemnity, acceptable to the Company, to be completed and duly executed.
- 10. The company must be provided with satisfactory evidence that all parties identified on Schedule A of this commitment are not sanctioned nonresident aliens, sanctioned foreign businesses or a sanctioned foreign government, as defined in Tenn Code Ann. 66-2-301. This requirement is an ongoing obligation of all parties identified on Schedule A and in the event that a party's status changes following the date of this commitment or at any point prior to issuance of a policy of title insurance, the party must disclose the same in writing to the Company.
- 11. AN ALTA 8.1 and 9 Endorsement(s) will be included in Final Short Form Mortgage Policy.

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Commitment for Title Insurance (07-01-2021) Schedule BI







# \* OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

## **COMMITMENT FOR TITLE INSURANCE**

## SCHEDULE B, PART II Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

- 1. 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 I-Requirements are met.
- Any discrepancies, conflicts, easements, boundary line disputes, encroachments or protrusions, or overlapping of improvements which would be disclosed by an inspection and accurate survey of the premises.
- 3. Rights and claims of parties in possession.
- 4. Mechanics', Contractors', or Materialmen's liens and lien claims, if any, where no notice thereof appears on record.
- 5. Any facts, rights, interests or claims which are not shown by the public record, but which could be ascertained by an inspection of the land or by making inquiry of person(s) in possession thereof.
- 6. Liens, encumbrances, or claims thereof, which are not shown by the public record.
- General or special taxes and assessments required to be paid in the year 2024 and subsequent years for Map-Par. 16-27.03.

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ALTA Commitment for Title Insurance (07-01-2021) Schedule BII





## SCHEDULE B, PART II (Continued)

8. NOTE: FOR INFORMATION PURPOSES ONLY: Taxes for the year 2023 PAID in the amount of \$28.00. (MAP & PARCEL 16-27.03)

NOTE: FOR INFORMATION PURPOSES ONLY: Taxes for the year 2023 PAID in the amount of \$158.00. (MAP & PARCEL 16-47.12)

NOTE: FOR INFORMATION PURPOSES ONLY: Taxes for the year 2023 PAID in the amount of \$310.00. (MAP & PARCEL 16-47.04)

- 9. NOTE: FOR INFORMATION PURPOSES ONLY: City Taxes for the year 2023 PAID in the amount of \$6.00. (MAP & PARCEL 16-47.04)
- 10. Application for Greenbelt Assessment of record Record Book 5400, page 244, said Register's Office.
- 11. If improvements are completed after January 1 of any year, the Law requires supplemental assessments for the year in which improvements are completed as defined by Statute. The Company assumes no liability for taxes assessed by correction pursuant to the provisions of TCA 67-5-603.
- 12. Subject to an access easement appearing of record in Record Book 6093, page 740 and Record Book 2902, page 331, Register's Office for said County.
- 13. Subject to a transmission line easement appearing of record in Record Book 2670, page 10, Register's Office for said County.
- 14. Subject to a gas line easement appearing of record in Record Book 2276, page 853; Book 139, page 513 and Book 151, page 492, Register's Office for said County.
- 15. Subject to a Reciprocal Access Easement and Maintenance Agreement appearing of record in Record Book 6057, page 589, Register's Office for said County.
- 16. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions of record in Record Book 2932, page 359, Register's Office for Sumner County, Tennessee, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons.
- 17. Subject to any matters set out on the survey by Richard D. Graves, TNRLS #1628, Job No. 21051TAu, 1768 New Highway 52, Westmoreland, TN 37186, dated 05/11/2022.
- NOTE: Any inaccuracy in the area, square footage, or acreage of land described in Schedule A or attached plat, if any. The Company does not insure the area, square footage, or acreage of the land.

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ALTA Commitment for Title Insurance (07-01-2021) Schedule BII





# **OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

## COMMITMENT FOR TITLE INSURANCE

## SCHEDULE C

The Land is described as follows:

Certain real property situate in the 16<sup>th</sup> Civil District of Sumner County, Tennessee, and described as follows, according to survey by Richard D. Graves TN RLS #1628, dated 05/11/2022:

## Tract 1:

Beginning on a half inch iron re-bar set, prior survey, disturbed, on the west right-of-way of Woods Road, being found 25 feet from the center of said road, northeast corner of Lot 4 of Justin Acres Subdivision, Section II (P.B. 26 P. 271, owner Jetton Development, LLC. (R.B. 5722 P. 782), southeast corner of the herein described tract, thence leaving the road and running with the lines of said Lot 4 of Justin Acres Subdivision, Section II, for the next two calls as follows: N 81 degrees 26 minutes 30 seconds W 410.00 feet (crossing into a gas transmission line easement at approximately 50.5 feet) to a half inch iron re-bar set, prior survey, disturbed, at or near the northwest right-of-way of the aforesaid KinderMorgan Gas Transmission Line Easement, thence running with the west line of right-of-way of the aforesaid KinderMorgan Gas Transmission Line Easement, thence running with the west line of said Lot 4 and Lot 3 of Justin Acres Subdivision, Section II, picking up with the west lines of Lots 2 and 1 of Justin Acres Subdivision (P.B. 26 P. 270), S 08 degrees 33 minutes 30 seconds W 413.83 feet (crossing over the aforesaid KinderMorgan Gas Transmission Line Easement and crossing the 50 foot Midwestern Gas Transmission Line Easement, R.B. 2276 P. 853, at approximately 300 feet for 50 feet) to a half inch iron re-bar set, prior survey, by a flagged metal fence post in the north line of Lot 1 of the Bobby R. & Cynthia R. Blackburn Subdivision (P.B. 21 P. 34, owner Roberto Valadez, et ux (R.B. 5543 P. 141), southwest corner of Lot 1 of Justin Acres Subdivision, thence running with the north line of Lot 1 of the Bobby R. & Cynthia R. Blackburn Subdivision, N 81 degrees 12 minutes 36 seconds W 68.95 feet to a half inch iron re-bar set, prior survey, by a 32 inch Oak tree found, common corner of Dorothy O. Huddleston, Trustee of John S. and Dorothy O. Huddleston Revocable Living Trust (R.B. 4223 P. 781 & R.B. 2603 P. 222) with the northwest corner of said Lot 1 of Bobby R. & Cynthia R. Blackburn Subdivision, thence running with the north lines of Huddleston Trust for the next two calls as follows: N 80 degrees 43 minutes 01 second W 832.43 feet (crossing into a KinderMorgan Gas Transmission Line Easement at approximately 90 feet and out of said KinderMorgan Gas Transmission Line Easement at approximately 443 feet total) to a 6 inch by 6 inch by 4 inch planted stone found, thence N 87 degrees 09 minutes Of the planted Bradeburg Bradeburg and B 03 seconds W 125.63 feet to a half inch iron re-bar found, capped Bradshaw, common corner of Neil E. Garrett, et 03 seconds W 125.63 feet to a hair inch iron re-bar found, capped Bradshaw, common corner of Neil E. Garrett, et ux (R.B. 645 P. 648) with the Huddleston Trust, thence running with the lines of Garrett for the next three calls as follows: N 88 degrees 17 minutes 47 seconds W 579.15 feet (crossing into a 75 foot KinderMorgan Gas Transmission Line Easement, Line # 100-4, D.B. 151 P. 492, at approximately 253 feet and out of said easement at approximately 398.5 feet) to a three quarter inch iron re-bar found, capped Gregory, by a wooden corner post, thence N 03 degrees 27 minutes 57 seconds W 238.50 feet (crossing into the 50 foot Midwestern Gas Transmission Line Easement, R.B. 2276 P. 853, at approximately 146.5 feet and also crossing into a 150 foot KinderMorgan Gas Transmission Line Easement, Line # 100-3 at approximately 172 feet) to a three quarter inch iron re-bar found, capped Walter, by a cross tie corner post, thence N 10 degrees 07 minutes 57 seconds E 268.96 feet (crossing out of the 150 foot KinderMorgan Gas Transmission Line Easement, Line # 100-3, at approximately 138 feet) to a half inch iron re-bar set in the line of Garrett, corner of Tract 2 this survey, thence severing the lands of Middaugh, (Tract 3 of R.B. 5247 P. 44) and running with the south line of Tract 2 this survey for the next two calls as follows: S 83 degrees 08 minutes 20 seconds E 1,639.35 feet (crossing into the 150 foot KinderMorgan Gas Transmission Line Easement, Line # 100-3, at approximately 130 feet and out of said easement at approximately 348 feet total, passing the southwest end of a Non-exclusive 60 foot Additional Ingress and Egress Easement serving Tracts 1 through 8 at 720.97 feet, then into the 75 foot KinderMorgan Gas Transmission Line Easement, Line # 100-4, at approximately 868.7 feet and out at approximately 995 feet total) to a to a half inch iron re-bar set, thence S 81 degrees 26 minutes 10 seconds E 415.43 feet (crossing into a KinderMorgan Gas Transmission Line Easement at approximately 88 feet) to a half inch iron re-bar set on the west right-of-way of Woods Road, being set 25 feet from the center of said road, southeast corner of Tract 2 this survey, thence running with the west right-of-way of Woods Road, S 08 degrees 55 minutes 58 seconds W 66.00 feet to the point of beginning, containing 18.17 acres, more or less.

Additional Access for Tract 1 is provided by a Non-Exclusive 60 foot Additional Ingress and Egress Easement crossing Tracts 2 through 8 of the Garth Middaugh Auction Sale and being described in detail as follows: ALTA Commitment for Title Insurance (07-01-2021) 20240995 Schedule C



Beginning on a five eighths inch iron re-bar found, capped Dial, on the west right-of-way of Woods Road, being found 25 feet from the center of said road, being the southeast corner of Betty N. Covington King, et vir (R.B. 652 P. 241) and being the northeast corner of the herein described easement, thence running with west right-of-way of Woods Road, S 08 degrees 55 minutes 58 seconds W 60.02 feet to a point on the west right-of-way of Woods Road, being 25 feet from the center of said road, thence crossing the land of Middaugh, (Tracts 2 and 3 of R.B. 5247 P. 44) for the next seventeen calls as follows: crossing Tracts 8, 7, 6, 5, 4, 3, and 2, this survey, for the next seven calls as follows: N 82 degrees 25 minutes 04 seconds W 57.76 feet to a point, thence with a curve to the left with a radius of 120.00 feet, a delta angle of 62 degrees 13 minutes 36 seconds, subtended by a chord of S 66 degrees 28 minutes 08 seconds W 124.02 feet, running along the curve for an arc length of 130.33 feet, thence S 35 degrees 21 minutes 20 seconds W 91.85 feet to a point, thence with a curve to the right a radius of 690.95 feet, a delta angle of 26 degrees 52 minutes 24 seconds, subtended by a chord of S 48 degrees 47 minutes 32 seconds W 321.11 feet, running along the curve for an arc length of 324.07 feet to a point, thence S 62 degrees 13 minutes 44 seconds W 415.95 feet to a point, thence with a curve to the left a radius of 1,130.58 feet, a delta angle of 05 degrees 52 minutes 02 seconds, subtended by a chord of S 59 degrees 17 minutes 43 seconds W 115.73 feet, running along the curve for an arc length of 115.78 feet to a point, thence S 56 degrees 21 minutes 42 seconds W 618.35 feet to a point in the common tract line of Tracts 1 and 2, this survey, thence running along the common boundary line of Tracts 1 and 2, this survey, N 83 degrees 08 minutes 20 seconds W 92.39 feet to a point in the common tract line of Tracts 1 and 2, this survey, thence crossing Tracts 2, 3, 4, 5, 6, 7, and 8 for the next nine calls as follows: N 56 degrees 21 minutes 42 seconds E 170.59 feet to a point, thence with a non-tangent curve to the right, having a radius of 50.00 feet, a delta angle of 146 degrees 06 minutes 43 seconds, subtended by a chord of N 45 degrees 09 minutes 24 seconds E 95.66 feet, running along the curve for an arc length of 127.51 feet to the point of a reverse curve to the left, having a radius of 33.50 feet, a delta angle of 58 degrees 43 minutes 47 seconds, subtended by a chord of S 89 degrees 10 minutes 58 seconds E 32.85 feet, running along the curve for an arc length of 34.34 feet to a point, thence N 56 degrees 21 minutes 42 seconds E 397.09 feet to a point of a curve to the right, having a radius of 1,190.58 feet, a delta angle of 05 degrees 52 minutes 02 seconds, subtended by a chord of N 59 degrees 17 minutes 43 seconds E 121.87 feet, running along the curve for an arc length of 121.92 feet to a point, thence N 62 degrees 13 minutes 44 seconds E 415.95 feet to a point of a curve to the left, having a radius of 630.95 feet, a delta angle of 26 degrees 52 minutes 24 seconds, subtended by a chord of N 48 degrees 47 minutes 32 seconds E 293.23 feet, running along the curve for an arc length of 295.93 feet to a point, thence N 35 degrees 21 minutes 20 seconds E 91.85 feet to a point of a curve to the right, having a radius of 180.00 feet, a delta angle of 62 degrees 13 minutes 36 seconds, subtended by a chord of N 66 degrees 28 minutes 08 seconds E 186.02 feet, running along the curve for an arc length of 195.49 feet to a point in the line of Betty N. Covington King, et vir (R.B. 652 P. 241), thence running with the line of King, S 82 degrees 25 minutes 04 seconds E 59.18 feet to the beginning of said easement, containing 2.57 acres, more or less

The above described Non-exclusive 60 foot Additional Ingress and Egress Easement and a 50 foot Cul-de-sac turn around easement is to provide additional access for all Tracts 1 through 8 of the Middaugh Auction Sale. This easement is to remain open and unobstructed at all times for the benefit said Tracts 1 through 8. The private water service lines, private sewer lines, and public utility easements as called out on the individual tract descriptions run parallel to the above described Ingress and Egress and easement.

#### Tract 3:

To find the Point of Beginning, Commence on a half inch iron re-bar set, prior survey, disturbed, on the west right-of-way of Woods Road, being found 25 feet from the center of said road, being the northeast corner of Lot 4 of Justin Acres Subdivision, Section II (P.B. 26 P. 271, owner Jetton Development, LLC. (R.B. 5722 P. 782) and the eastern most southeast corner of the Garth Middaugh Property (R.B. 5247 P. 44-Tract 3), thence running with west right-of-way of Woods Road N 08 degrees 55 minutes 58 seconds E 209.44 feet to the Point of Beginning, a half inch iron re-bar set on the west right-of-way of Woods Road N 08 degrees 55 minutes 58 seconds E 209.44 feet to the Point of Beginning, a half inch iron re-bar set on the west right-of-way of Woods Road, being set 25 feet from the center of said road and in a variable KinderMorgan Gas Transmission Line Easement, northeast corner of Tract 2 this survey, and being the southeast corner of the herein described tract, thence leaving the road and severing the lands of Middaugh, (Tract 3 of R.B. 5247 P. 44), running with the north line of Tract 2, this survey, N 83 degrees 08 minutes 20 seconds W 2,052.29 feet [crossing also: (1) out of the variable KinderMorgan Gas Transmission Line Easement, at approximately 153 feet, (2) crossing into another KinderMorgan Gas Transmission Line Easement, 75 foot wide, at approximately 886 feet and out at 1,013 feet total, (3) the centerline of a 15 foot private sewer service line easement, serving Tracts 1 and 2, this survey, at approximately 1,127.68 feet, (4) passing the

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centerline of a Non-Exclusive 60 foot Additional Ingress and Egress Easement, serving Tracts 1 through 8, this survey, at 1,185.43 feet, (5) also the centerline of a 15 foot private water service line easement serving Tracts 1 and 2 at 1,243.17 feet, (6) passing the west side of a 50 foot radius turnaround easement at 1,263.51 feet, a portion of said turnaround easement crosses the herein described tract, (7) then into another KinderMorgan Gas Transmission Line Easement, 150 feet in width, at approximately 1,245 feet and out of said easement at 1,463.41 feet total] to a half inch iron re-bar set in the line of Neil E. Garrett, et ux (R.B. 645 P. 648), northwest corner of Tract 2 this survey, thence running with the line of Garrett, N 10 degrees 07 minutes 57 seconds E 131.21 feet to a half inch iron re-bar set in the line of Garrett, southwest corner of Tract 4 this survey, thence severing the lands of Middaugh, (Tract 3 of R.B. 5247 P. 44), running with the south line of said Tract 4, this survey, S 83 degrees 08 minutes 20 seconds E 2,049.54 feet [crossing into: (1) the 150 foot KinderMorgan Gas Transmission Line Easement at approximately 392 feet and out of said easement at 610 feet total, (2) also the centerline of 15 foot private water service line easement for Tracts 1 and 2, this survey at 955.01 feet, (3) passing the centerline of a Non-Exclusive 60 foot Additional Ingress and Egress easement, serving Tracts 1 through 8, this survey, at 1,012.76 feet, (4) also the centerline of 15 foot private sewer service line easement serving Tracts 1 and 2, this survey at 1,070.50 feet, (5) also entering into the 75 foot KinderMorgan Gas Transmission Line easement at approximately 1,209.64 feet and out of said easement at 1,336 feet, (6) also passing the centerline of a cathodic unit easement at approximately 1,731 feet and again at 1,990 feet) to a half inch iron re-bar set on the west right-of-way of Woods Road, being set 25 feet from the center of said road, southeast corner of the Tract 4, this survey, thence running with the west right-of-way of Woods Road, S 08 degrees 55 minutes 58 seconds W 131.09 feet (passing into the variable KinderMorgan Gas Transmission Line Easement, at approximately 12.9 feet, and the center of the cathodic unit easement at 61 feet) to the point of beginning, containing **6.16 acres**, more or less.

Additional Access is provided for Tract 3 by a Non-Exclusive 60 foot Additional Ingress and Egress Easement crossing Tracts 2 through 8 of the Garth Middaugh Auction Sale and being described in detail as follows:

Beginning on a five eighths inch iron re-bar found, capped Dial, on the west right-of-way of Woods Road, being found 25 feet from the center of said road, being the southeast corner of Betty N. Covington King, et vir (R.B. 652 P. 241) and being the northeast corner of the herein described easement, thence running with west right-of-way of Woods Road, S 08 degrees 55 minutes 58 seconds W 60.02 feet to a point on the west right-of-way of Woods Road, being 25 feet from the center of said road, thence crossing the land of Middaugh, (Tracts 2 and 3 of R.B. 5247 P. 44) for the next seventeen calls as follows: crossing Tracts 8, 7, 6, 5, 4, 3, and 2, this survey, for the next seven calls as follows: N 82 degrees 25 minutes 04 seconds W 57.76 feet to a point, thence with a curve to the left with a radius of 120.00 feet, a delta angle of 62 degrees 13 minutes 36 seconds, subtended by a chord of S 66 degrees 28 minutes 08 seconds W 124.02 feet, running along the curve for an arc length of 130.33 feet, thence S 35 degrees 21 minutes 20 seconds W 91.85 feet to a point, thence with a curve to the right a radius of 690.95 feet, a delta angle of 26 degrees 52 minutes 24 seconds, subtended by a chord of S 48 degrees 47 minutes 32 seconds W 321.11 feet, running along the curve for an arc length of 324.07 feet to a point, thence S 62 degrees 13 minutes 44 seconds W 415.95 feet to a point, thence with a curve to the left a radius of 1,130.58 feet, a delta angle of 05 degrees 52 minutes 02 seconds, subtended by a chord of S 59 degrees 17 minutes 43 seconds W 115.73 feet, running along the curve for an arc length of 115.78 feet to a point, thence S 56 degrees 21 minutes 42 seconds W 618.35 feet to a point in the common tract line of Tracts 1 and 2, this survey, thence running along the common boundary line of Tracts 1 and 2, this survey, N 83 degrees 08 minutes 20 seconds W 92.39 feet to a point in the common tract line of Tracts 1 and 2, this survey, thence crossing Tracts 2, 3, 4, 5, 6, 7, and 8 for the next nine calls as follows: N 56 degrees 21 minutes 42 seconds E 170.59 feet to a point, thence with a non-tangent curve to the right, having a radius of 50.00 feet, a delta angle of 146 degrees 06 minutes 43 seconds, subtended by a chord of N 45 degrees 09 minutes 24 seconds E 95.66 feet, running along the curve for an arc length of 127.51 feet to the point of a reverse curve to the left, having a radius of 33.50 feet, a delta angle of 58 degrees 43 minutes 47 seconds, subtended by a chord of S 89 degrees 10 minutes 58 seconds E 32.85 feet, running along the curve for an arc length of 34.34 feet to a point, thence N 56 degrees 21 minutes 42 seconds E 397.09 feet to a point of a curve to the right, having a radius of 1,190.58 feet, a delta angle of 56 degrees 52 minutes 45 seconds E 397.09 feet to a point of a curve to the right, maying a radius of 1,190.58 feet, a delta angle of 50 degrees 52 minutes 45 seconds E 397.09 feet to a point of a curve to the right, having a radius of 1,190.58 feet, a delta angle of 56 degrees 52 minutes 45 seconds E 397.09 feet to a point of a curve to the right, having a radius of 1,190.58 feet, a delta angle of 56 degrees 52 minutes 45 seconds E 397.09 feet to a point of a curve to the right, having a radius of 1,190.58 feet, a delta angle of 56 degrees 52 minutes 45 seconds E 397.09 feet to a point of a curve to the right, having a radius of 1,190.58 feet, a delta angle of 56 degrees 52 minutes 45 seconds E 397.09 feet to a point of a curve to the right, having a radius of 1,190.58 feet, a delta angle of 50 degrees 52 minutes 45 seconds E 45 se minutes 02 seconds, subtended by a chord of N 59 degrees 17 minutes 43 seconds E 121.87 feet, running along the curve for an arc length of 121.92 feet to a point, thence N 62 degrees 13 minutes 44 seconds E 415.95 feet to a point of a curve to the left, having a radius of 630.95 feet, a delta angle of 26 degrees 52 minutes 24 seconds, subtended by a chord of N 48 degrees 47 minutes 32 seconds E 293.23 feet, running along the curve for an arc length of 180.00 feet, a delta angle of 62 degrees 13 minutes 46 seconds, subtended by a chord of N 48 degrees 47 minutes 32 seconds E 293.23 feet, running along the curve for an arc length of 295.93 feet to a point, thence N 35 degrees 21 minutes 20 seconds E 91.85 feet to a point of a curve to the right, having a radius of 180.00 feet, a delta angle of 62 degrees 13 minutes 36 seconds, subtended by a chord of N 69 minutes 09 accorded E 196.02 feet for a point of 180.00 feet, a delta angle of 62 degrees 13 minutes 36 seconds, subtended by a chord of N 69 minutes 09 accorded E 196.02 feet for a point of a curve to the right, having a radius of 180.00 feet, a delta angle of 62 degrees 13 minutes 36 seconds, subtended by a chord of N 69 minutes 09 accorded E 196.02 feet for a point of a curve to the right of N 66 degrees 13 minutes 36 seconds, subtended by a chord of N 69 minutes 09 accorded E 196.02 feet for a point of a curve to the right of N 66 degrees 13 minutes 36 seconds, subtended by a chord of N 69 minutes 09 accorded E 196.02 feet for a point of a curve to the right of N 66 degrees 13 minutes 36 seconds, subtended by a chord of N 66 degrees 16 minutes 16 minutes 36 seconds, subtended by a chord of N 66 degrees 13 minutes 36 seconds, subtended by a chord of N 66 degrees 16 minutes 36 seconds, subtended by a chord of N 66 degrees 16 minutes 36 seconds, subtended by a chord of N 66 degrees 16 minutes 36 seconds chord of N 66 degrees 28 minutes 08 seconds E 186.02 feet, running along the curve for an arc length of 195.49 feet to a point in the line of Betty N. Covington King, et vir (R.B. 652 P. 241), thence running with the line of King, S 82 degrees 25 minutes 04 seconds E 59.18 feet to the beginning of said easement, containing 2.57 acres, more or less.

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The above described Non-exclusive 60 foot Additional Ingress and Egress Easement and a 50 foot Cul-de-sac turn around easement is to provide additional access for all Tracts 1 through 8 of the Middaugh Auction Sale. This easement is to remain open and unobstructed at all times for the benefit said Tracts 1 through 8. The private water service lines, private sewer lines, and public utility easements as called out on the individual tract descriptions run parallel to the above described Ingress and Egress and easement.

#### Tract 4:

To find the Point of Beginning, Commence on a half inch iron re-bar set, prior survey, disturbed, on the west right-of-way of Woods Road, being found 25 feet from the center of said road, being the northeast corner of Lot 4 of Justin Acres Subdivision, Section II (P.B. 26 P. 271, owner Jetton Development, LLC. (R.B. 5722 P. 782) and the eastern most southeast corner of the Garth Middaugh Property (R.B. 5247 P. 44-Tract 3), thence running with west right-of-way of Woods Road N 08 degrees 55 minutes 58 seconds E 340.53 feet to the Point of Beginning, a half inch iron re-bar set on the west right-of-way of Woods Road, being set 25 feet from the center of said road, northeast corner of Tract 3 this survey, and being the southeast corner of the herein described tract, thence leaving the road and severing the lands of Middaugh, (Tract 3 of R.B. 5247 P. 44), running with the north line of Tract 3, this survey, N 83 degrees 08 minutes 20 seconds W 2,049.54 feet [crossing: (1) the centerline of a cathodic unit easement at approximately 59.54 feet and again at 318 feet (2) crossing into a KinderMorgan Gas Transmission Line Easement, 75 foot wide, at approximately 713 feet and out at 840 feet total, (3) the centerline of a 20 foot private sewer service line easement, serving Tracts 1, 2, and 3 this survey, at approximately 975.19 feet, (4) passing the centerline of a Non-Exclusive 60 foot Additional Ingress and Egress easement, serving Tracts 1 through 8, this survey, at 1,036.78 feet, (5) also the centerline of a 20 foot private water service line easement at serving Tracts 1, 2, and 3 at 1,098.37 feet, (6) then into another KinderMorgan Gas Transmission Line Easement, 150 feet in width, at approximately 1,439 feet and out of said easement at 1,657 feet total to a half inch iron re-bar set in the line of Neil E. Garrett, et ux (R.B. 645 P. 648), northwest corner of Tract 3 this survey, thence running with the line of Garrett, N 10 degrees 07 minutes 57 seconds E 42.65 feet to a half inch iron re-bar found, capped Walter, common corner of Garrett and Troy Dean Hiett, et ux (R.B. 3140 P. 790), thence running with the line of Hiett, N 10 degrees 01 minute 50 seconds E 88.56 feet to a half inch iron re-bar set in the line of Hiett, southwest corner of Tract 5 this survey, thence severing the lands of Middaugh, (Tract 3 of R.B. 5247 P. 44), running with the south line of Tract 5, this survey, S 83 degrees 08 minutes 20 seconds E 2,046.95 feet [crossing into: (1) the 150 foot KinderMorgan Gas Transmission Line Easement at approximately 523 feet and out of said easement at 741 feet total, (2) also the centerline of 20 foot private water service line easement for Tracts 1, 2, and 3, this survey at 1097.22 feet, (3) passing the centerline of a Non-Exclusive 60 foot Additional Ingress and Egress easement, serving Tracts 1 through 8, this survey, at 1,158.81 feet, (4) also the centerline of 20 foot private sewer service line easement serving Tracts 1, 2, and 3, this survey at 1,220.40 feet, (5) also entering into the 75 foot KinderMorgan Gas Transmission Line easement at approximately 1,380 feet and out of said easement at 1,507 feet. (6) also passing 12 feet north of a cathodic unit easement at approximately 1.878 feet that crosses the herein described Tract 4] to a half inch iron re-bar set on the west right-of-way of Woods Road, being set 25 feet from the center of said road, southeast corner of the Tract 5, this survey, thence running with the west right-of-way of Woods Road, S 08 degrees 55 minutes 58 seconds W 131.09 feet to the point of beginning, containing 6.16 acres, more or less.

Additional Access is provided for Tract 4 by a Non-Exclusive 60 foot Additional Ingress and Egress Easement crossing Tracts 2 through 8 of the Garth Middaugh Auction Sale and being described in detail as follows:

Beginning on a five eighths inch iron re-bar found, capped Dial, on the west right-of-way of Woods Road, being found 25 feet from the center of said road, being the southeast corner of Betty N. Covington King, et vir (R.B. 652 P. 241) and being the northeast corner of the herein described easement, thence running with west right-of-way of Woods Road, S 08 degrees 55 minutes 58 seconds W 60.02 feet to a point on the west right-of-way of Woods Road, being 25 feet from the center of said road, thence crossing the land of Middaugh, (Tracts 2 and 3 of R.B. 5247 P. 44) for the next seventeen calls as follows: crossing Tracts 8, 7, 6, 5, 4, 3, and 2, this survey, for the next seven calls as follows: N 82 degrees 25 minutes 04 seconds W 57.76 feet to a point, thence with a curve to the left with a radius of 120.00 feet, a delta angle of 62 degrees 13 minutes 36 seconds, subtended by a chord of S 66 degrees 28 minutes 08 seconds W 91.85 feet to a point, thence with a curve to the right a radius of 690.95 feet, a delta angle of 26 degrees 52 minutes 24 seconds, subtended by a chord of S 48 degrees 47 minutes 32 seconds W 321.11 feet, running along the curve for an arc length of S 48 degrees 47 minutes 32 asconds W 321.11 feet, running along the curve to the left a radius of 1,130.58 feet, a delta angle of 05 degrees 52 minutes 02 seconds, subtended by a chord of S 59 degrees 17 minutes 43 seconds W

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115.73 feet, running along the curve for an arc length of 115.78 feet to a point, thence S 56 degrees 21 minutes 42 seconds W 618.35 feet to a point in the common tract line of Tracts 1 and 2, this survey, thence running along the common boundary line of Tracts 1 and 2, this survey, the 83 degrees 08 minutes 20 seconds W 92.39 feet to a point in the common tract line of Tracts 1 and 2, this survey, thence crossing Tracts 2, 3, 4, 5, 6, 7, and 8 for the next nine calls as follows: N 56 degrees 21 minutes 42 seconds E 170.59 feet to a point, thence with a non-tangent curve to the right, having a radius of 50.00 feet, a delta angle of 146 degrees 06 minutes 43 seconds, subtended by a chord of N 45 degrees 09 minutes 24 seconds E 95.66 feet, running along the curve for an arc length of 127.51 feet to the point of a reverse curve to the left, having a radius of 33.50 feet, a delta angle of 58 degrees 43 minutes 47 seconds, subtended by a chord of S 89 degrees 10 minutes 58 seconds E 32.85 feet, running along the curve for an arc length of 34.34 feet to a point, thence N 56 degrees 21 minutes 42 seconds E 397.09 feet to a point of a curve to the right, having a radius of 1,190.58 feet, a delta angle of 05 degrees 52 minutes 02 seconds, subtended by a chord of N 59 degrees 17 minutes 43 seconds E 415.95 feet to a point of a curve to the left, having a radius of 2.23 feet, running along the curve for an arc length of 121.92 feet to a point, thence N 62 degrees 13 minutes 44 seconds E 415.95 feet to a point of a curve to the left, having a radius of 630.95 feet, a delta angle of 26 degrees 52 minutes 24 seconds E 95.93 feet to a point of a curve for an arc length of 295.93 feet to a point, thence N 35 degrees 21 minutes 20 seconds E 91.85 feet to a point of a curve to the right, having a radius of 62 degrees 13 minutes 36 seconds, subtended by a chord of N 48 degrees 47 minutes 32 seconds E 91.85 feet to a point of a curve to the right, having a radius of 62 degrees 13 minutes 36 seconds, subtended by a chord of N 66 de

The above described Non-exclusive 60 foot Additional Ingress and Egress Easement and a 50 foot Cul-de-sac turn around easement is to provide additional access for all Tracts 1 through 8 of the Middaugh Auction Sale. This easement is to remain open and unobstructed at all times for the benefit said Tracts 1 through 8. The private water service lines, private sewer lines, and public utility easements as called out on the individual tract descriptions run parallel to the above described Ingress and Egress and easement.

## Tract 5:

To find the Point of Beginning, Commence on a half inch iron re-bar set, prior survey, disturbed, on the west right-of-way of Woods Road, being found 25 feet from the center of said road, being the northeast corner of Lot 4 of Justin Acres Subdivision, Section II (P.B. 26 P. 271, owner Jetton Development, LLC. -R.B. 5722 P. 782) and the eastern most southeast corner of the Garth Middaugh Property (R.B. 5247 P. 44-Tract 3), thence running with west right-of-way of Woods Road N 08 degrees 55 minutes 58 seconds E 471.62 feet to the Point of Beginning, a half inch iron re-bar set on the west right-of-way of Woods Road, being set 25 feet from the center of said road, northeast corner of Tract 4 this survey, and being the southeast corner of the herein described tract, thence leaving the road and severing the lands of Middaugh, (Tract 3 of R.B. 5247 P. 44), running with the north line of Tract 4, this survey, N 83 degrees 08 minutes 20 seconds W 2,046.95 feet [crossing: (1) into a KinderMorgan Gas Transmission Line Easement, 75 foot wide, at approximately 540 feet and out at 667 feet total, (2) the centerline of a 25 foot private sewer service line easement, serving Tracts 1, 2, 3 and 4 this survey, at approximately 822.69 feet, (3) passing the centerline of a Non-Exclusive 60 foot Additional Ingress and Egress easement, serving Tracts 1 through 8, this survey, at 888.14 feet, (4) also the centerline of a 25 foot private water service line easement at serving Tracts 1, 2, 3 and 4 at 953.50 feet, see P.B. \_\_\_\_\_P. \_\_\_\_ for further details, (5) then into another KinderMorgan Gas Transmission Line Easement, 150 feet in width, at approximately 1,305 feet and out of said easement at 1,523 feet total] to a half inch iron re-bar set in the east line of Troy Dean Hiett, et ux (R.B. 3140 P. 790), northwest corner of Tract 4, this survey, thence running with the line of Hiett for the next two calls or follows: N 10 dograps 0.1 minute 50 easement E 21.59 feet to a three quester inch ince range range found by 2.21 calls as follows: N 10 degrees 01 minute 50 seconds E 21.58 feet to a three quarter inch iron re-bar found by a 24 inch poplar tree, thence N 13 degrees 20 minutes 13 seconds E 110.16 feet to a half inch iron re-bar set in the line of Hiett, southwest corner of Tract 6 this survey, thence severing the lands of Middaugh, (Tract 3 of R.B. 5247 P. 44), running with the south line of Tract 6, this survey, S 83 degrees 08 minutes 20 seconds E 2,038.07 feet [crossing into: (1) the 150 foot KinderMorgan Gas Transmission Line Easement at approximately 648 feet and out of said easement at 866 feet total, (2) also the centerline of 25 foot private water service line easement for Tracts 1, 2, 3 and 4, this survey at 1,239.49 feet, (3) passing the centerline of a Non-Exclusive 60 foot Additional Ingress and Egress Easement, serving Tracts 1 through 8, this survey, at 1,315.47 feet, (4) also the centerline of 25 foot private sewer service line easement serving Tracts 1 2, 3 and 4, this survey at 1,390.25 feet, (5) also entering into the 75 foot KinderMorgan Gas Transmission Line easement at approximately 1,544 feet and out of said easement at 1,671 feet] to a half inch iron re-bar set on the west right-of-way of Woods Road, being set 25 feet from the center of said road, southeast corner of the Tract 6, this survey, thence running with the west right-of-way of Woods Road, S 08 degrees 55 minutes 58 seconds W 131.09 feet to the point of beginning, containing 6.14 acres, more or less.

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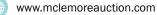
Additional Access is provided for Tract 5 by a Non-Exclusive 60 foot Additional Ingress and Egress Easement crossing Tracts 2 through 8 of the Garth Middaugh Auction Sale and being described in detail as follows:

Beginning on a five eighths inch iron re-bar found, capped Dial, on the west right-of-way of Woods Road, being found 25 feet from the center of said road, being the southeast corner of Betty N. Covington King, et vir (R.B. 652 P. 241) and being the northeast corner of the herein described easement, thence running with west right-of-way of Woods Road, S 08 degrees 55 minutes 58 seconds W 60.02 feet to a point on the west right-of-way of Woods Road, being 25 feet from the center of said road, thence crossing the land of Middaugh, (Tracts 2 and 3 of R.B. 5247 P. 44) for the next seventeen calls as follows: crossing Tracts 8, 7, 6, 5, 4, 3, and 2, this survey, for the next seven calls as follows: N 82 degrees 25 minutes 04 seconds W 57.76 feet to a point, thence with a curve to the left with a radius of 120.00 feet, a delta angle of 62 degrees 13 minutes 36 seconds, subtended by a chord of S 66 degrees 28 minutes 08 seconds W 124.02 feet, running along the curve for an arc length of 130.33 feet, thence S 35 degrees 21 minutes 20 seconds W 91.85 feet to a point, thence with a curve to the right a radius of 690.95 feet, a delta angle of 26 degrees 52 minutes 24 seconds, subtended by a chord of S 48 degrees 47 minutes 32 seconds W 321.11 feet, running along the curve for an arc length of 324.07 feet to a point, thence S 62 degrees 13 minutes 44 seconds W 415.95 feet to a point, thence with a curve to the left a radius of 1,130.58 feet, a delta angle of 05 degrees 52 minutes 02 seconds, subtended by a chord of S 59 degrees 17 minutes 43 seconds W 115.73 feet, running along the curve for an arc length of 115.78 feet to a point, thence S 56 degrees 21 minutes 42 seconds W 618.35 feet to a point in the common tract line of Tracts 1 and 2, this survey, thence running along the common boundary line of Tracts 1 and 2, this survey, N 83 degrees 08 minutes 20 seconds W 92.39 feet to a point in the common tract line of Tracts 1 and 2, this survey, thence crossing Tracts 2, 3, 4, 5, 6, 7, and 8 for the next nine calls as follows: N 56 degrees 21 minutes 42 seconds E 170.59 feet to a point, thence with a non-tangent curve to the right, having a radius of 50.00 feet, a delta angle of 146 degrees 06 minutes 43 seconds, subtended by a chord of N 45 degrees 09 minutes 24 seconds E 95.66 feet, running along the curve for an arc length of 127.51 feet to the point of a reverse curve to the left, having a radius of 33.50 feet, a delta angle of 58 degrees 43 minutes 47 seconds, subtended by a chord of S 89 degrees 10 minutes 58 seconds E 32.85 feet, running along the curve for an arc length of 34.34 feet to a point, thence N 56 degrees 21 minutes 42 seconds E 397.09 feet to a point of a curve to the right, having a radius of 1,190.58 feet, a delta angle of 05 degrees 52 minutes 02 seconds, subtended by a chord of N 59 degrees 17 minutes 43 seconds E 121.87 feet, running along the curve for an arc length of 121.92 feet to a point, thence N 62 degrees 13 minutes 44 seconds E 415.95 feet to a point of a curve to the left, having a radius of 630.95 feet, a delta angle of 26 degrees 52 minutes 24 seconds, subtended by a chord of N 48 degrees 47 minutes 32 seconds E 293.23 feet, running along the curve for an arc length of 295.93 feet to a point, thence N 35 degrees 21 minutes 20 seconds E 91.85 feet to a point of a curve to the right, having a radius of 180.00 feet, a delta angle of 62 degrees 13 minutes 36 seconds, subtended by a chord of N 66 degrees 28 minutes 08 seconds E 186.02 feet, running along the curve for an arc length of 195.49 feet to a point in the line of Betty N. Covington King, et vir (R.B. 652 P. 241), thence running with the line of King, S 82 degrees 25 minutes 04 seconds E 59.18 feet to the beginning of said easement, containing 2.57 acres, more or less.

The above described Non-exclusive 60 foot Additional Ingress and Egress Easement and a 50 foot Cul-de-sac turn around easement is to provide additional access for all Tracts 1 through 8 of the Middaugh Auction Sale. This easement is to remain open and unobstructed at all times for the benefit said Tracts 1 through 8. The private water service lines, private sewer lines, and public utility easements as called out on the individual tract descriptions run parallel to the above described Ingress and Egress and easement.

## Tract 6:

To find the Point of Beginning, Commence on a half inch iron re-bar set, prior survey, disturbed, on the west right-of-way of Woods Road, being found 25 feet from the center of said road, being the northeast corner of Lot 4 of Justin Acres Subdivision, Section II (P.B. 26 P. 271, owner Jetton Development, LLC. -R.B. 5722 P. 782) and the eastern most southeast corner of the Garth Middaugh Property (R.B. 5247 P. 44-Tract 3), thence running with west right-of-way of Woods Road N 08 degrees 55 minutes 58 seconds E 602.71 feet to the Point of Beginning, a half inch iron re-bar set on the west right-of-way of Woods Road, being the southeast corner of the survey, and being the southeast corner of the herein described tract, thence leaving the road and severing the lands of Middaugh, (Tract 3 of R.B. 5247 P. 44), running with the north line of Tract 5, this survey, N 83 degrees 08 minutes 20 seconds W 2,038.07 feet [crossing: (1) into a KinderMorgan Gas Transmission Line Easement, 75 foot wide, at approximately 367 feet and out at 494 feet total, (2) the centerline ALTA Commitment for Title Insurance (07-01-2021) 20240995





of a 30 foot private sewer service line easement, serving Tracts 1, 2, 3, 4 and 5 this survey, at approximately 643.42 feet, (3) passing the centerline of a Non-Exclusive 60 foot Additional Ingress and Egress easement, serving Tracts 1 through 8, this survey, at 722.60 feet, (4) also the centerline of a 30 foot private water service line easement at serving Tracts 1, 2, 3, 4 and 5 at 801.57 feet, (5) then into another KinderMorgan Gas Transmission Line Easement, 150 feet in width, at approximately 1,172 feet and out of said easement at 1,390 feet total] to a half inch iron re-bar set in the east line of Troy Dean Hiett, et ux (R.B. 3140 P. 790), northwest corner of Tract 5, this survey, thence running with the line of Hiett, N 13 degrees 20 minutes 13 seconds E 131.84 feet to a half inch iron re-bar set in the line of Hiett, vantum of Tract 7 this survey, thence severing the lands of Middaugh, (Tract 3 and Tract 2 of R.B. 5247 P. 44), running with the 50 foot KinderMorgan Gas Transmission Line Easement at approximately 1,209 feet, (3) also the centerline of 30 foot private water service line easement for Tracts 1, 2, 3, 4, and 5, this survey at 1,411.08 feet, (4) passing the centerline of a Non-Exclusive 60 foot Additional Ingress and Egress easement, serving Tracts 1 through 8, this survey, at 1,490.27 feet, (5) also the centerline of 30 foot private water service line easement for Tracts 1, 2, 3, 4, and 5, this survey at 1,411.08 feet, (4) passing the centerline of a Non-Exclusive 60 foot Additional Ingress and Egress easement, serving Tracts 1 through 8, this survey, at 1,490.27 feet, (5) also the centerline of 30 foot private water service line easement at 1,834 feet] to a half inch iron re-bar set on the west right-of-way of Woods Road, being set 25 feet from the center of said road, southeast corner of the Tract 7, this survey, thence running with the west right-of-way of Woods Road, S 08 degrees 55 minutes 58 seconds W 131.09 feet (passing the deed corner of Tracts 2 and 3 at approximately 124 feet) to t

Additional Access is provided for Tract 6 by a Non-Exclusive 60 foot Additional Ingress and Egress Easement crossing Tracts 2 through 8 of the Garth Middaugh Auction Sale and being described in detail as follows:

Beginning on a five eighths inch iron re-bar found, capped Dial, on the west right-of-way of Woods Road, being found 25 feet from the center of said road, being the southeast corner of Betty N. Covington King, et vir (R.B. 652 P. 241) and being the northeast corner of the herein described easement, thence running with west right-of-way of Woods Road, S 08 degrees 55 minutes 58 seconds W 60.02 feet to a point on the west right-of-way of Woods Road, being 25 feet from the center of said road, thence crossing the land of Middaugh, (Tracts 2 and 3 of R.B. 5247 P. 44) for the next seventeen calls as follows: crossing Tracts 8, 7, 6, 5, 4, 3, and 2, this survey, for the next seven calls as follows: N 82 degrees 25 minutes 04 seconds W 57.76 feet to a point, thence with a curve to the left with a radius of 120.00 feet, a delta angle of 62 degrees 13 minutes 36 seconds, subtended by a chord of S 66 degrees 28 minutes 08 seconds W 124.02 feet, running along the curve for an arc length of 130.33 feet, thence S 35 degrees 21 minutes 20 seconds W 91.85 feet to a point, thence with a curve to the right a radius of 690.95 feet, a delta angle of 26 degrees 52 minutes 24 seconds, subtended by a chord of S 48 degrees 47 minutes 32 seconds W 321.11 feet, running along the curve for an arc length of 324.07 feet to a point, thence S 62 degrees 13 minutes 44 seconds W 415.95 feet to a point, thence with a curve to the left a radius of 1,130.58 feet, a delta angle of 05 degrees 52 minutes 02 seconds, subtended by a chord of S 59 degrees 17 minutes 43 seconds W 115.73 feet, running along the curve for an arc length of 115.78 feet to a point, thence S 56 degrees 21 minutes 42 seconds W 618.35 feet to a point in the common tract line of Tracts 1 and 2, this survey, thence running along the common boundary line of Tracts 1 and 2, this survey, N 83 degrees 08 minutes 20 seconds W 92.39 feet to a point in the common tract line of Tracts 1 and 2, this survey, thence crossing Tracts 2, 3, 4, 5, 6, 7, and 8 for the next nine calls as follows: N 56 degrees 21 minutes 42 seconds E 170.59 feet to a point, thence with a non-tangent curve to the right, having a radius of 50.00 feet, a delta angle of 146 degrees 06 minutes 43 seconds, subtended by a chord of N 45 degrees 09 minutes 24 seconds E 95.66 feet, running along the curve for an arc length of 127.51 feet to the point of a reverse curve to the left, having a radius of 33.50 feet, a delta angle of 58 degrees 43 minutes 47 seconds, subtended by a chord of S 89 degrees 10 minutes 58 seconds E 32.85 feet, running along the curve for an arc length of 34.34 feet to a point, thence N 56 degrees 21 minutes 42 seconds E 397.09 feet to a point of a curve to the right, having a radius of 1,190.58 feet, a delta angle of 05 degrees 52 minutes 02 seconds, subtended by a chord of N 59 degrees 17 minutes 43 seconds E 121.87 feet, running along the curve for an arc length of 121.92 feet to a point, thence N 62 degrees 13 minutes 44 seconds E 415.95 feet to a point of a curve to the left, having a radius of 630.95 feet, a delta angle of 26 degrees 52 minutes 24 seconds, subtended by a chord of N 48 degrees 47 minutes 32 seconds E 293.23 feet, running along the curve for an arc length of 295.93 feet to a point, thence N 35 degrees 21 minutes 20 seconds E 91.85 feet to a point of a curve to the right, having a radius of 180.00 feet, a delta angle of 62 degrees 13 minutes 36 seconds, subtended by a chord of N 66 degrees 28 minutes 08 seconds E 186.02 feet, running along the curve for an arc length of 195.49 feet to a point in the line of Betty N. Covington King, et vir (R.B. 652 P. 241), thence running with the line of King, S

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82 degrees 25 minutes 04 seconds E 59.18 feet to the beginning of said easement, containing 2.57 acres, more or less.

The above described Non-exclusive 60 foot Additional Ingress and Egress Easement and a 50 foot Cul-de-sac turn around easement is to provide additional access for all Tracts 1 through 8 of the Middaugh Auction Sale. This easement is to remain open and unobstructed at all times for the benefit said Tracts 1 through 8. The private water service lines, private sewer lines, and public utility easements as called out on the individual tract descriptions run parallel to the above described Ingress and Egress and easement.

### Tract 7:

To find the Point of Beginning, Commence on a half inch iron re-bar set, prior survey, disturbed, on the west right-of-way of Woods Road, being found 25 feet from the center of said road, being the northeast corner of Lot 4 of Justin Acres Subdivision, Section II (P.B. 26 P. 271, owner Jetton Development, LLC. (R.B. 5722 P. 782) and the eastern most southeast corner of the Garth Middaugh Property (R.B. 5247 P. 44-Tract 3), thence running with west right-of-way of Woods Road N 08 degrees 55 minutes 58 seconds E 733.80 feet to the Point of Beginning, a half inch iron re-bar set on the west right-of-way of Woods Road, being set 25 feet from the center of said road, northeast corner of Tract 6 this survey, and being the southeast corner of the herein described tract, thence leaving the road and severing the lands of Middaugh, (Tract 2 and 3 of R.B. 5247 P. 44), running with the north line of Tract 6, this survey, N 83 degrees 08 minutes 20 seconds W 2,027.94 feet [crossing: (1) into a KinderMorgan Gas Transmission Line Easement, 75 foot wide, at approximately 194 feet and out at 320 feet total, (2) the centerline of a 35 foot private sewer service line easement, serving Tracts 1, 2, 3, 4, 5, and 6 this survey, at approximately 454.09 feet, (3) passing the centerline of a Non-Exclusive 60 foot Additional Ingress and Egress easement, serving Tracts 1 through 8, this survey, at 537.67 feet, (4) also the centerline of a 35 foot private water service line easement at serving Tracts 1, 2, 3, 4, 5, and 6, (5) crossing the old deed line between Tracts 2 and 3 at approximately 818 feet, (6) into another KinderMorgan Gas Transmission Line Easement, 150 feet in width, at approximately 1,038 feet and out of said easement at 1,256 feet total] to a half inch iron re-bar set in the east line of Troy Dean Hiett, et ux (R.B. 3140 P. 790), northeast corner of Tract 6, this survey, thence running with the line of Hiett, N 13 degrees 20 minutes 13 seconds E 131.84 feet to a half inch iron re-bar set in the line of Hiett, southwest corner of Tract 8 this survey, thence severing the lands of Middaugh, (Tract 3 and Tract 2 of R.B. 5247 P. 44), running with the south line of Tract 8, this survey, S 83 degrees 08 minutes 20 seconds E 2,017.80 feet [crossing into: (1) crossing the old deed line between Tracts 2 and 3 at approximately 334 feet, (2) the 150 foot KinderMorgan Gas Transmission Line Easement at approximately 895 feet and out of said easement at 1,113 feet total, (3) also the centerline of 35 foot private water service line easement for Tracts 1, 2, 3, 4, 5, and 6, this survey at 1,580.69 feet, (4) passing the centerline of a Non-Exclusive 60 foot Additional Ingress and Egress easement, serving Tracts 1 through 8, this survey, at 1,655.42 feet, (5) also the centerline of 35 foot private sewer service line easement serving Tracts 1 2, 3 and 4, 5 and 6, this survey at 1,723.67 feet, (6) into the City Limits of Mitchellville at approximately 1,734 feet (7) into the 75 foot KinderMorgan Gas Transmission Line easement at approximately 1,871 feet and out of said easement at 1,997 feet] to a half inch iron re-bar set on the west right-of-way of Woods Road, being set 25 feet from the center of said road, southeast corner of the Tract 8, this survey, thence running with the west right-of-way of Woods Road, S 08 degrees 55 minutes 58 seconds W 131.09 feet (passing out of the City Limits of Mitchellville at approximately 39 feet) to the point of beginning, containing 6.08 acres more or less

Additional Access is provided for Tract 7 by a Non-Exclusive 60 foot Additional Ingress and Egress Easement crossing Tracts 2 through 8 of the Garth Middaugh Auction Sale and being described in detail as follows:

Beginning on a five eighths inch iron re-bar found, capped Dial, on the west right-of-way of Woods Road, being found 25 feet from the center of said road, being the southeast corner of Betty N. Covington King, et vir (R.B. 652 P. 241) and being the northeast corner of the herein described easement, thence running with west right-of-way of Woods Road, S 08 degrees 55 minutes 58 seconds W 60.02 feet to a point on the west right-of-way of Woods Road, being 25 feet from the center of said road, thence crossing the land of Middaugh, (Tracts 2 and 3 of R.B. 5247 P. 44) for the next seventeen calls as follows: crossing Tracts 8, 7, 6, 5, 4, 3, and 2, this survey, for the next seven calls as follows: N 82 degrees 25 minutes 04 seconds W 57.76 feet to a point, thence with a curve to the left with a radius of 120.00 feet, a delta angle of 62 degrees 13 minutes 36 seconds, subtended by a chord of S 66 degrees 28 minutes 08 seconds W 124.02 feet, running along the curve for an arc length of 130.33 feet, thence S 35 degrees 21 minutes 20 seconds W 91.85 feet to a point, thence with a curve to the right a radius of 690.95 feet, a delta angle of 26 degrees 52 minutes 24 seconds, subtended by a chord of S 48 degrees 47 minutes 32 seconds W 321.11 feet, running along the curve for an arc length of 324.07 feet to a point, thence S 62 degrees 13 minutes 44 seconds W 415.95 feet to a point, thence with a curve to the left a radius of 1,130.58 feet, a delta ALTA Commitment for Title Insurance (07-01-2021) 20240995 Schedule C

(615) 517-7675



angle of 05 degrees 52 minutes 02 seconds, subtended by a chord of S 59 degrees 17 minutes 43 seconds W 115.73 feet, running along the curve for an arc length of 115.78 feet to a point, thence S 56 degrees 21 minutes 42 seconds W 618.35 feet to a point in the common tract line of Tracts 1 and 2, this survey, thence running along the common boundary line of Tracts 1 and 2, this survey, N 83 degrees 08 minutes 20 seconds W 92.39 feet to a point in the common tract line of Tracts 1 and 2, this survey, thence crossing Tracts 2, 3, 4, 5, 6, 7, and 8 for the next nine calls as follows: N 56 degrees 21 minutes 42 seconds E 170.59 feet to a point, thence with a non-tangent curve to the right, having a radius of 50.00 feet, a delta angle of 146 degrees 06 minutes 43 seconds, subtended by a chord of N 45 degrees 09 minutes 24 seconds E 95.66 feet, running along the curve for an arc length of 127.51 feet to the point of a reverse curve to the left, having a radius of 33.50 feet, a delta angle of 58 degrees 43 minutes 47 seconds, subtended by a chord of S 89 degrees 10 minutes 58 seconds E 32.85 feet, running along the curve for an arc length of 34.34 feet to a point, thence N 56 degrees 21 minutes 42 seconds E 397.09 feet to a point of a curve to the right, having a radius of 1,190.58 feet, a delta angle of 05 degrees 52 minutes 02 seconds, subtended by a chord of N 59 degrees 17 minutes 43 seconds E 121.87 feet, running along the curve for an arc length of 121.92 feet to a point, thence N 62 degrees 13 minutes 44 seconds E 415.95 feet to a point of a curve to the left, having a radius of 630.95 feet, a delta angle of 26 degrees 52 minutes 24 seconds, subtended by a chord of N 48 degrees 47 minutes 32 seconds E 293.23 feet, running along the curve for an arc length of 295.93 feet to a point, thence N 35 degrees 21 minutes 20 seconds E 91.85 feet to a point of a curve to the right, having a radius of 180.00 feet, a delta angle of 62 degrees 13 minutes 36 seconds, subtended by a chord of N 66 degrees 28 minutes 08 seconds E 186.02 feet, running along the curve for an arc length of 195.49 feet to a point in the line of Betty N. Covington King, et vir (R.B. 652 P. 241), thence running with the line of King, S 82 degrees 25 minutes 04 seconds E 59.18 feet to the beginning of said easement, containing 2.57 acres, more or less.

The above described Non-exclusive 60 foot Additional Ingress and Egress Easement and a 50 foot Cul-de-sac turn around easement is to provide additional access for all Tracts 1 through 8 of the Middaugh Auction Sale. This easement is to remain open and unobstructed at all times for the benefit said Tracts 1 through 8. The private water service lines, private sewer lines, and public utility easements as called out on the individual tract descriptions run parallel to the above described Ingress and Egress and easement.

## Tract 8:

Beginning on a five eighths inch iron re-bar found, capped Dial, on the west right-of-way of Woods Road, being found 25 feet from the center of said road, being the southeast corner of Betty N. Covington King, et vir (R.B. 652 P. 241) and being the northeast corner of the herein described tract, thence running with west right-of-way of Woods Road, S 08 degrees 55 minutes 58 seconds W 364.37 feet [crossing: (1) the centerline of a Non-Exclusive 60 foot Additional Ingress and Egress Easement, serving Tracts 1 through 8, this survey, at 30.00 feet, (2) and into a KinderMorgan Gas Transmission Line Easement, 75 foot wide, at approximately 253 feet and out at 349 feet total], to a half inch iron re-bar set on the west right-of-way of Woods Road, being set 25 feet from the center of said road, northeast corner of the Tract 7 this survey, thence leaving the road and severing the land of Middaugh, (Tract 2 and 3 of R.B. 5247 P. 44) for the next two calls as follows: running with the north line of Tract 7 this survey, N 83 degrees 08 minutes 20 seconds W 1,330.14 feet [crossing: (1) into a KinderMorgan Gas Transmission Line Easement, 75 foot wide, at approximately 20 feet and out at 147 feet total, (2) passing out of the City Limits of Mitchellville at approximately 283.79 feet, (3) the centerline of a 40 foot private sever service line easement, as erving Tracts 1, 2, 3, 4, 5, 6, and 7 this survey, at approximately 290.68 feet, (4) passing the centerline of a Non-Exclusive 60 foot Additional Ingress and Egress easement, serving Tracts 1, 2, 3, 4, 5, and 6 at 441.30 feet, (6) into another KinderMorgan Gas Transmission Line Easement, 150 feet in width, at approximately 90.4 feet and out of said easement at 1,123 feet total, (7) crossing the old deed line between Tracts 9, this survey, thence running with the line of Tract 7 this survey, corner of Tract 9, this survey, thence running with the line of Funk for the next three calls as follows: N 85 degrees 05 minutes 16 seconds E 945.93 feet (crossing into a 150 foot wide K

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652 P. 241), thence running with the line of King, S 82 degrees 25 minutes 04 seconds E 96.99 feet (intersecting the north right-of-way of the Non-exclusive 60 foot Ingress and Egress Easement at 37.81 feet) to the beginning, containing **7.41 acres**, more or less.

Tract 8 is subject to a Non-Exclusive 60 foot Additional Ingress and Egress Easement crossing Tracts 2 through 8 of the Garth Middaugh Auction Sale and being described in detail as follows:

Beginning on a five eighths inch iron re-bar found, capped Dial, on the west right-of-way of Woods Road, being found 25 feet from the center of said road, being the southeast corner of Betty N. Covington King, et vir (R.B. 652 P. 241) and being the northeast corner of the herein described easement, thence running with west right-of-way of Woods Road, S 08 degrees 55 minutes 58 seconds W 60.02 feet to a point on the west right-of-way of Woods Road, being 25 feet from the center of said road, thence crossing the land of Middaugh, (Tracts 2 and 3 of R.B. 5247 P. 44) for the next seventeen calls as follows: crossing Tracts 8, 7, 6, 5, 4, 3, and 2, this survey, for the next seven calls as follows: N 82 degrees 25 minutes 04 seconds W 57.76 feet to a point, thence with a curve to the left with a radius of 120.00 feet, a delta angle of 62 degrees 13 minutes 36 seconds, subtended by a chord of S 66 degrees 28 minutes 08 seconds W 124.02 feet, running along the curve for an arc length of 130.33 feet, thence S 35 degrees 21 minutes 20 seconds W 91.85 feet to a point, thence with a curve to the right a radius of 690.95 feet, a delta angle of 26 degrees 52 minutes 24 seconds, subtended by a chord of S 48 degrees 47 minutes 32 seconds W 321.11 feet, running along the curve for an arc length of 324.07 feet to a point, thence S 62 degrees 13 minutes 44 seconds W 415.95 feet to a point, thence with a curve to the left a radius of 1,130.58 feet, a delta angle of 05 degrees 52 minutes 02 seconds, subtended by a chord of S 59 degrees 17 minutes 43 seconds W 115.73 feet, running along the curve for an arc length of 115.78 feet to a point, thence S 56 degrees 21 minutes 42 seconds W 618.35 feet to a point in the common tract line of Tracts 1 and 2, this survey, thence running along the common boundary line of Tracts 1 and 2, this survey, N 83 degrees 08 minutes 20 seconds W 92.39 feet to a point in the common tract line of Tracts 1 and 2, this survey, thence crossing Tracts 2, 3, 4, 5, 6, 7, and 8 for the next nine calls as follows: N 56 degrees 21 minutes 42 seconds E 170.59 feet to a point, thence with a non-tangent curve to the right, having a radius of 50.00 feet, a delta angle of 146 degrees 06 minutes 43 seconds, subtended by a chord of N 45 degrees 09 minutes 24 seconds E 95.66 feet, running along the curve for an arc length of 127.51 feet to the point of a reverse curve to the left, having a radius of 33.50 feet, a delta angle of 58 degrees 43 minutes 47 seconds, subtended by a chord of S 89 degrees 10 minutes 58 seconds E 32.85 feet, running along the curve for an arc length of 34.34 feet to a point, thence N 56 degrees 21 minutes 42 seconds E 397.09 feet to a point of a curve to the right, having a radius of 1,190.58 feet, a delta angle of 05 degrees 52 minutes 02 seconds, subtended by a chord of N 59 degrees 17 minutes 43 seconds E 121.87 feet, running along the curve for an arc length of 121.92 feet to a point, thence N 62 degrees 13 minutes 44 seconds E 415.95 feet to a point of a curve to the left, having a radius of 630.95 feet, a delta angle of 26 degrees 52 minutes 24 seconds, subtended by a chord of N 48 degrees 47 minutes 32 seconds E 293.23 feet, running along the curve for an arc length of 295.93 feet to a point, thence N 35 degrees 21 minutes 20 seconds E 91.85 feet to a point of a curve to the right, having a radius of 180.00 feet, a delta angle of 62 degrees 13 minutes 36 seconds, subtended by a chord of N 66 degrees 28 minutes 08 seconds E 186.02 feet, running along the curve for an arc length of 195.49 feet to a point in the line of Betty N. Covington King, et vir (R.B. 652 P. 241), thence running with the line of King, S 82 degrees 25 minutes 04 seconds E 59.18 feet to the beginning of said easement, containing 2.57 acres, more or less.

The above described Non-exclusive 60 foot Additional Ingress and Egress Easement and a 50 foot Cul-de-sac turn around easement is to provide additional access for all Tracts 1 through 8 of the Middaugh Auction Sale. This easement is to remain open and unobstructed at all times for the benefit said Tracts 1 through 8. The private water service lines, private sewer lines, and public utility easements as called out on the individual tract descriptions run parallel to the above described Ingress and Egress and easement. KinderMorgan shall be contacted before any construction commences for details on working around or near their gas lines and easements.

Tract 8 is also made subject to an area for the installation of a Private Water Meters, Private water service lines, Private sewer lines for Tracts 1 through 8, and also this easement is also a Granted Public Utility Easement in the event a public water and/or sewer line is installed along the Non-Exclusive 60 foot Additional Ingress and Egress Easement serving said tracts, being described in detail as follows:

Beginning on a five eighths inch iron re-bar found, capped Dial, on the west right-of-way of Woods Road, being

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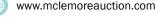
found 25 feet from the center of said road, being the southeast corner of Betty N. Covington King, et vir (R.B. 652 P. 241) and being the northeast corner of the herein described easement, thence running with west right-of-way of Woods Road, S 08 degrees 55 minutes 58 seconds W 364.37 feet [crossing: (1) the centerline of a Non-Exclusive 60 foot Additional Ingress and Egress Easement, serving Tracts 1 through 8, this survey, at 30.00 feet, (2) and into a KinderMorgan Gas Transmission Line Easement, 75 foot wide, at approximately 253 feet and out at 349 feet total], to a half inch iron re-bar set on the west right-of-way of Woods Road, being set 25 feet from the center of said road, northeast corner of the Tract 7 this survey, thence leaving the road and severing the land of Middaugh, (Tract 2 and 3 of R.B. 5247 P. 44), running with the north line of Tract 7 this survey, N 83 degrees 08 minutes 20 seconds W 475.92 feet [crossing: (1) into a KinderMorgan Gas Transmission Line Easement, 75 foot wide, at approximately 20 feet and out at 147 feet total, (2) passing out of the City Limits of Mitchellville at approximately 283.79 feet] to a point in the common boundary line of Tracts 7 & 8 this survey, thence leaving said line and crossing the lands of Tract 8 this survey for the next three calls as follows: N 62 degrees 13 minutes 44 seconds E 8.46 feet to a point at a curve to the left having a radius of 590.95 feet, a delta of 26 degrees 52 minutes 24 seconds, a tangent of 141.18 feet, a chord of N 48 degrees 47 minutes 32 seconds E 274.64 feet, running along the curve for an arc length of 277.17 feet to a point, thence N 35 degrees 21 minutes 20 seconds E 143.51 feet to a point in the south line of Eric M. Funk, et ux (R.B. 4001 P. 666), thence running with the line of Funk for the next two calls as follows: N 84 degrees 57 minutes 27 seconds E 136.06 feet to a point, thence N 07 degrees 34 minutes 57 seconds E 2.04 feet to a half inch iron re-bar set, prior survey in the line of Funk, corner of Betty N. Covington

The above described easement encompasses a portion of the Non-Exclusive 60 foot Additional Ingress and Egress Easement. Said easement is for the installation of private water meters, private water lines, private sewer lines, and can be used to install public utilities, overhead and underground for the benefit of Tracts 1 through 8. The property shall be returned to the original state as near as possible by the and one using said easement. KinderMorgan shall be contacted before any construction commences for details on working around or near their gas lines and easements.

BEING a portion of the same property conveyed to Garth Edward Middaugh, an unmarried man, by Warranty Deed from Mark Andrews and Cynthia A. Andrews, husband and wife, dated 06/16/2020 and filed of record in Record Book 5247, page 44, Register's Office for Sumner County, Tennessee.

ALTA Commitment for Title Insurance (07-01-2021) Schedule C 20240995







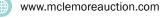
# Video





McLemore Auction Company, LLC is pleased to offer these seven tracts on Woods Road in Sumner County, TN at absolute online auction. Ranging from 6.08± to 18.17± acres, all tracts feature frontage on Woods Rd. The property is located less than a mile from Hwy. 109 and 2.5 miles from I-65. This auction is part of Chapter 11 Bankruptcy Case 2:24-bk-00008. A 10% Buyer's Premium applies.







# Woods Rd Plat (Tracts 1, 3-8)



