

# Property Information Package



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## .827± Acres Zoned B-4 in Spring Hill, TN

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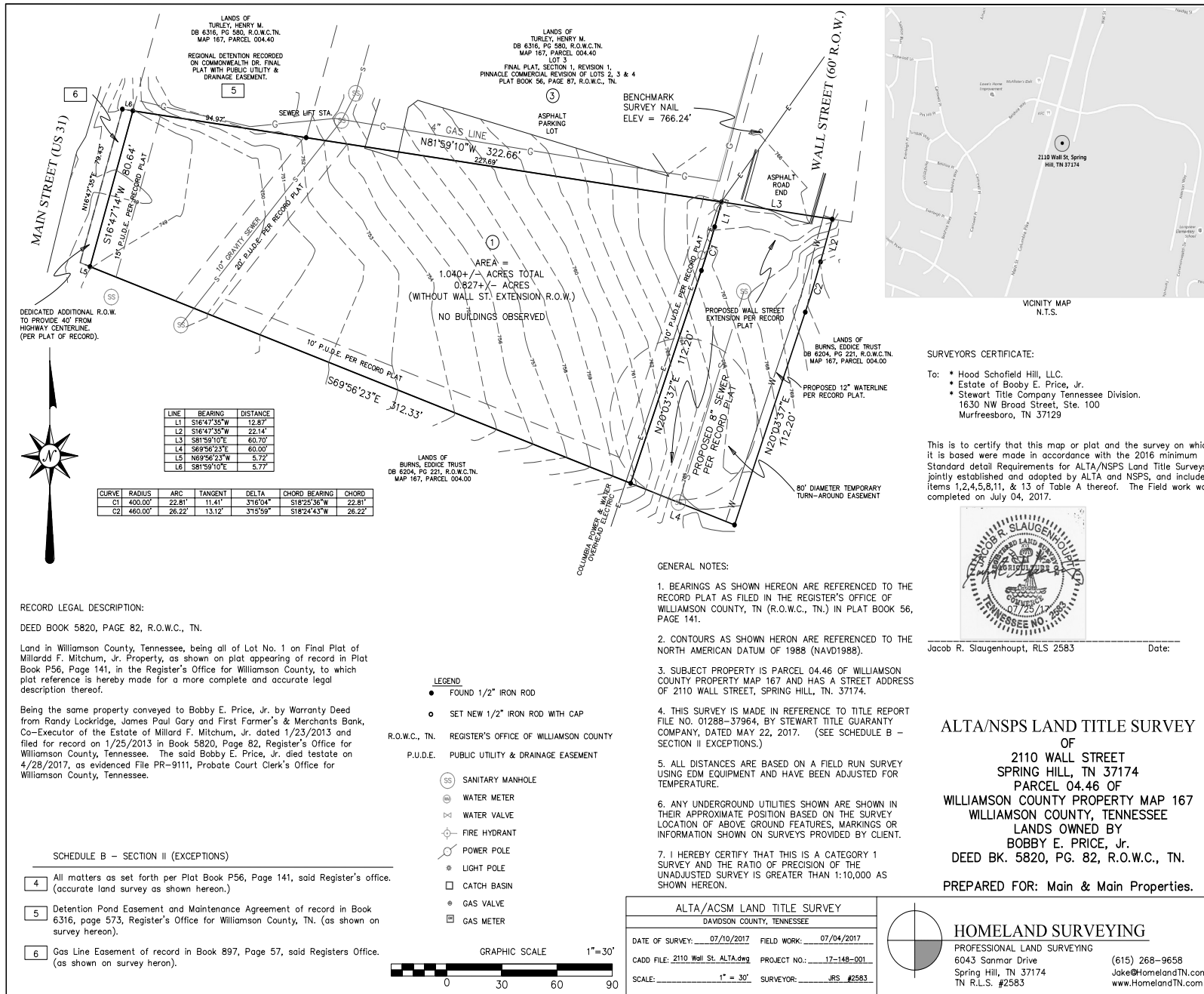
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# ALTA Survey

**McEMORE**  
AUCTION  
COMPANY, LLC



www.mcmoreauction.com



**SURVEYORS CERTIFICATE:**

To: \* Hood Schofield Hill, LLC.  
\* Estate of Bobby E. Price, Jr.  
\* Stewart Title Company Tennessee Division.  
1630 NW Broad Street, Ste. 100  
Murfreesboro, TN 37129

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 minimum Standard detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1,2,4,5,8,11, & 13 of Table A thereof. The field work was completed on July 04, 2017.



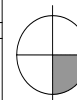
Jacob R. Slaugenhaupt, RLS 2583 Date:

**ALTA/NSPS LAND TITLE SURVEY**

OF  
2110 WALL STREET  
SPRING HILL, TN 37174  
PARCEL 04.46 OF  
WILLIAMSON COUNTY PROPERTY MAP 167  
WILLIAMSON COUNTY, TENNESSEE  
LANDS OWNED BY  
BOBBY E. PRICE, Jr.  
DEED BK. 5820, PG. 82, R.O.W.C., TN.

PREPARED FOR: Main & Main Properties.

ALTA/ACSM LAND TITLE SURVEY	
DAVIDSON COUNTY, TENNESSEE	
DATE OF SURVEY: 07/10/2017	FIELD WORK: 07/04/2017
CADD FILE: 2110 Wall St. ALTA.dwg	PROJECT NO.: 17-148-001
SCALE: 1" = 30'	SURVEYOR: JRS #2583



**HOMELAND SURVEYING**

PROFESSIONAL LAND SURVEYING  
6043 Sanmar Drive (615) 268-9658  
Spring Hill, TN 37174 Jake@HomelandTN.com  
TN R.L.S. #2583 www.HomelandTN.com

# Detention Pond Easement and Maintenance Agreement

**McEMORE**  
AUCTION  
COMPANY, LLC



www.mcmoreauction.com

This Instrument Prepared by:

*Y.R.*  
Sidwell & Barrett, P.C.  
121 First Avenue South  
Franklin, TN 37064

**RETURN TO**  
Stewart Title Company  
121 First Avenue South, Suite 200  
Franklin, TN 37064  
File # 01288-22949

## DETENTION POND EASEMENT AND MAINTENANCE AGREEMENT

This Detention Pond Easement and Maintenance Agreement (this “**Agreement**”) is made and entered into this 7 day of November, 2014 by Bobby E. Price, Jr., (“**Price**”).

**WHEREAS**, Price is the owner of certain real property known as Lot No. 3 of the Final Plat, Section One, Pinnacle Commercial, located in the City of Spring Hill, Williamson County, Tennessee and more particularly described at Exhibit A attached hereto and incorporated herein by reference (hereinafter referred to as “**Lot 3**”);

**WHEREAS**, Price is also the owner of certain real property known as Lot No. 1 of the Final Plat of Millard F. Mitchum, Jr. Property, located in the City of Spring Hill, Williamson County, Tennessee and more particularly described at Exhibit B attached hereto and incorporated herein by reference (hereinafter referred to as “**Lot 1**” an together with Lot 3, collectively, the “**Properties**”); and

**WHEREAS**, Price is also the owner of certain real property identified as the Regional Detention Pond on the Final Plat, Section One, Pinnacle Commercial, located in the City of Spring Hill, Williamson County, Tennessee and more particularly described at Exhibit C attached hereto and incorporated herein by reference (hereinafter referred to as the “**Detention Pond**”); and

**WHEREAS**, Price is contemplating the sale of the Detention Pond and each of the Properties to one or more owners; and

**WHEREAS**, the Detention Pond is adjacent to both of the Properties and will benefit each of the Properties; and

**WHEREAS**, Price desires to establish a cost sharing arrangement between all current and future owners of the Properties with respect to the maintenance of the Detention Pond.

**NOW THEREFORE**, in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Price hereby subjects the Detention Pond and the Properties as follows:

1. **Grant of Drainage Easement.** Price hereby grants to all current and future owners of the Properties (each an “**Owner**” and collectively, the “**Owners**”), and its successors in title, a non-exclusive perpetual easement on, over, across, under and through the Detention Pond, which easement shall be for the benefit of and appurtenant to the Properties, for the



# Detention Pond Easement and Maintenance Agreement

purpose of designing, constructing, installing and maintaining an above ground storm water detention facility, including, without limitation, a drainage pipe, which detention facility may be needed from time to time to serve the drainage and surface water management system for the Properties.

2. **Maintenance Obligation.** This Agreement binds all current and future owners of the Properties (each an “Owner” and collectively, the “Owners”) to maintain, clean, repair and service the Detention Pond in accordance with the requirements of the City of Spring Hill, Tennessee, and all other applicable governmental agencies, laws, ordinances and regulations (collectively, the “Maintenance Obligations”).

3. **Shared Cost.** The Owners of Lot 1 and Lot 3 shall each be responsible for paying one-half (1/2) of all Maintenance Obligations of the Detention Pond, including but not limited to all real estate and other taxes, insurance and the cost of complying with any and all governmental laws, rules and regulations affecting the same. The Owners shall work together in good faith to assess and perform the Maintenance Obligations. Upon the completion of any Maintenance Obligations, the Owner performing the Maintenance Obligations shall submit an invoice to the other Owner for its share of the expenses and said invoice shall be due and payable within fifteen (15) days after demand of payment, and if not timely paid, the amount unpaid shall accrue interest at a rate of twelve percent (12%) per annum.

4. **Lien for Contribution.** In the event an Owner fails or refuses to contribute its share of the Maintenance Obligations, the other Owner may, upon failure of the other Owner to contribute its share, place a lien on the property of the non-contributing Owner which lien shall be subject to execution. In addition, any fines or liens placed upon the owner of the Detention Pond shall have the right of contribution by the Owners of Lot 3 and Lot 1 for which a lien may be placed and subject to execution.

5. **Hazardous Materials.** The Owners shall not use the Detention Pond for the release, storage, generation, transportation, reclamation, recycling, or disposal of any hazardous waste or substance, toxic substance, or any other regulated waste, waste water or substance (“Hazardous Materials”). Each Owner shall be responsible for the abatement and removal of, in accordance with the applicable federal, state and local laws, of any and all Hazardous Materials, whether known or unknown, deposited or spilled upon the Detention Pond, to the extent such deposit or spill directly or indirectly arises out of such Owner’s use of the Detention Pond.

6. **Matters of Record.** The easement herein granted is subject to all matters of record in the real property records of the county in which the Detention Pond is located, including, without limitation: (i) any and all restrictive covenants; (ii) all conditions, restrictions and/or notes, if any, affecting the Properties and the Detention Pond and contained on any plat; (iii) easements and rights-of-way of whatsoever nature and kind reserved; (iv) encumbrances and liens, if any; and (v) zoning, building restrictions, regulations and ordinances, if any.

7. **Compliance with Applicable Laws.** Each of the Owners’ use of the Detention Pond shall at all times comply with all applicable laws, regulations, orders and requirements of

# Detention Pond Easement and Maintenance Agreement

all governmental entities having jurisdiction over the same, whether federal, state or local.

**8. Indemnification.** Each Owner shall indemnify and hold harmless the other Owner from and against all claims, liabilities and expenses (including reasonable attorneys' fees and costs) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Owner, its contractors, employees, agents, or others acting on behalf of such Owner.

**9. Owners Entry and Use of Detention Pond.** Each Owners entry upon and use of the Detention Pond shall be at its own risk, and, except for any damage to the Detention Pond directly resulting from an Owner's gross negligence or willful misconduct, such Owner hereby releases and forever discharges any claims, demands or causes of action it may have against the other Owner, its trustees, officers, directors, members, managers, employees, agents, subsidiaries and affiliates, arising, directly or indirectly, out of the use of, activities or entry upon the Detention Pond, whether now known or hereinafter arising.

**10. Appurtenant Easement.** The covenants, rights and obligations contained herein shall run with title and benefit and burden the Properties and the Detention Pond.

**11. Governing Law.** The validity, application, and construction of this Agreement, and any conflicts arising out of this Agreement shall be governed by the laws of the State of Tennessee.

**12. Attorneys' Fees.** If either Owner institutes litigation to enforce the terms and covenants of this Agreement, then the prevailing Owner in such litigation shall be entitled to reasonable attorneys' fees and costs, including fees and costs on appeal.

**13. Severability.** The invalidity in whole or in part of any covenant, restriction, paragraph, clause, phrase or word or other provision of this Agreement shall not affect the remaining portions hereof.

**14. Attached Exhibits.** All Exhibits attached hereto are hereby incorporated herein and made a part of hereof and all recitals set forth above are affirmed as true and correct.

**SIGNATURE AND ACKNOWLEDGEMENT PAGE FOLLOWS**

# Detention Pond Easement and Maintenance Agreement

**McLEMORE**

AUCTION  
COMPANY, LLC



www.mclmoreauction.com

## DETENTION POND EASEMENT AND MAINTENANCE AGREEMENT

IN WITNESS WHEREOF, this instrument has been executed on the 7 day of November, 2014.

\_\_\_\_\_  
Bobby E. Price, Jr.

STATE OF TENNESSEE  
COUNTY OF Anderson

Before me, the undersigned Notary Public in and for said County and State aforesaid, personally appeared Bobby E. Price, Jr., with whom I am personally acquainted and who acknowledged he executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at office this 7 day of November, 2014.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 8/21/17



## DETENTION POND EASEMENT AND MAINTENANCE AGREEMENT

### EXHIBIT A

**Lot 3:**

Land situated in Williamson County, Tennessee, to wit:

Being all of Lot No. 3 on the Final Plat, Section One, Revision 1, Pinnacle Commercial, Revision of Lots 2, 3 & 4 as shown on plat of record in Plat Book P56, Page 87, in the Register's Office for Williamson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

Being part of the same property conveyed to Bobby E. Price, Jr., by Special Warranty Deed of record in Book 5770, Page 706, in the Register's Office for Williamson County, Tennessee.



## EXHIBIT B

### Lot 1:

Land located in Williamson County, Tennessee and being Lot 1 on the Final Plat, Millard F. Mitchum, Jr., Property as shown by plat of record in Plat Book P56, page 141 Register's office for Williamson County, Tennessee to which plan reference is hereby made for a more complete description of said lot.

Being the same property conveyed to Bobby E. Price, Jr. by Deed from Randy Lochridge, James Paul Gary and First Farmer's and Merchants Bank, Co-Executors of the Estate of Millard F. Mitchum, Jr., of record in Book 5820, page 82 Register's Office for Williamson County, Tennessee.

# Detention Pond Easement and Maintenance Agreement



## DETENTION POND EASEMENT AND MAINTENANCE AGREEMENT

### EXHIBIT C

#### Detention Pond:

Land situated in Williamson County, Tennessee, to wit:

Being a 0.898 acre parcel of land shown on the Final Plat Section One (1), Pinnacle Commercial, of record in Plat Book P55, Page 9, in the Register's Office for Williamson County, Tennessee, and identified as the Regional Detention Pond and more particularly described as follows:

Beginning at an iron pin in the south right of way of Commonwealth Drive at the northwest corner of Lot 1 as shown on said plat.

Thence leaving said Commonwealth Drive and following the west line of Lots, 1, 2 & 3 running South 16°47'35" West, a distance of 425.97 feet to an iron pin at the southwest corner of Lot 3 in the north boundary of Millard Mitchum property of record in Deed Book 1123, Page 341; Thence with Mitchum property North 81°59'10" West, distance of 94.97 feet to an iron pin in the right of way of Main Street (U.S. Hwy 31); Thence with said right of way being 40 feet from centerline North 16°49'01" East, a distance of 65.67 feet; Thence continue with offset south 83°51'51" East, a distance of 5.87 feet; Thence continue North 16°18'56" East, a distance of 155.00 feet; Thence continue with offset North 72°12'13" West, a distance of 4.41 feet; Thence continue North 16°49'01" East, a distance of 186.85 feet; Thence leaving said Main Street right of way and following south right of way of Commonwealth Drive South 73°12'25" East, a distance of 5.00 feet to the beginning of a curve to the right at radius return; Thence continue with said curve to the right having a radius of 25.00 feet and a central angle of 86°52'34" having a chord of North 60°15'18" East 34.38 feet a length of 37.91 feet to a point of reverse curvature; Thence continue with said curve to the left having a length of 29.36 feet, a radius of 450.00 feet and a central angle of 3°44'16"; Thence continue South 80°02'41" East tangent to said curve, a distance of 36.06 feet to the Point of Beginning.

Being part of the same property conveyed to Bobby E. Price, Jr., by Special Warranty Deed of record in Book 5770, Page 706, in the Register's Office for Williamson County, Tennessee.

**BK: 6316 PG: 573-579**  
**14042199**

7 PGS:AL-EASEMENT	
361614	
<b>11/10/2014 - 01:48 PM</b>	
BATCH	361614
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	35.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	37.00

STATE OF TENNESSEE, WILLIAMSON COUNTY  
**SADIE WADE**  
REGISTER OF DEEDS

# Gas Line Easement



*JK*

United Cities Gas Company  
1749 Mallory Lane, Suite 300  
Brentwood, TN 37027

11 167 4.00

**GAS LINE EASEMENT**

BOOK 0897 PAGE 057

**From:** Alice Ann Mitchum Fitts and, ("Grantor")  
Millard F. Mitchum, Jr.

**To:** UNITED CITIES GAS COMPANY, INC. ("Grantee")

The undersigned Grantor, in consideration of \$ 2,580.00, the receipt of which is hereby acknowledged, does hereby convey to the Grantee, its successors and assigns, a perpetual easement across Grantor's property for the purpose of constructing, maintaining and replacing one or more gas transmission pipelines together with all appurtenances. Said property is more particularly described as follows:

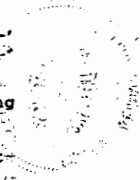
Located in 11th District, Williamson County, Tennessee.

Parcel 4 on tax map 167 in the 11th Civil District of Williamson County, Tennessee, being an easement for construction, operation and maintenance of a natural gas pipeline, said easement being ten (10) feet wide and extending five (5) feet on each side of the following centerline.

Beginning at a point on the southwestern corner of Grantor's property, bounded by State Route 6 (Highway 31), said point being five (5) feet east of the west property line and five (5) feet east of the right-of-way of State Route 6 (Highway 31), thence extending northeast and parallel to the Grantor's west property line and right-of-way of State Route (Highway 31) approximately two thousand five hundred and eighty (2,580) feet east of the west property line and five (5) feet east of the right-of-way of State Route 6 (Highway 31).

Being a portion of Grantor's land described in Deed Book 811, Page 377, Register's Office of Williamson County, Tennessee.

1. Grantor reserves the right to maintain and use the surface of the easement area, with the exception of locating permanent structures thereon, provided that such use shall be non-detrimental to the use or repair of Grantee's installation. Further, Grantors shall obtain written permission from Grantee prior to changing the grade of the easement area.
2. Grantee, by its acceptance hereof, agrees that all pipelines shall be located within the easement area so as not to unreasonably interfere with the surface of the easement areas, and further agrees to indemnify and hold Grantor harmless from any damages which may arise from Grantee's use, maintenance, repair or replacement of the pipeline constructed within the easement.
3. Grantee shall have the right of ingress and egress to and from said easement area.
4. Grantee agrees to restore to original condition, or as close as possible to original condition, any property of Grantor that is adversely affected or damaged by the construction, use, maintenance, repair or replacement of Grantee's facilities within the easement area.





- 5. Grantee shall have the right, from time to time, to cut and clear trees and undergrowth or other obstructions on said easement that may injure or interfere with the use of said pipeline, fittings and appliances appurtenant thereto.
- 6. This easement shall run with the land and inure to the benefit of, and be binding upon, the successors in interest of Grantor, in and to the parcel.

IN WITNESS WHEREOF, the Grantors have executed this agreement the day and date first above written.

BOOK 0897 PAGE 058

WITNESS:  
Rich Wall  
 \_\_\_\_\_  
 \_\_\_\_\_

GRANTOR:  
Willard F. Mitchum Jr.  
Alice Ann Mitchum Fitts  
 \_\_\_\_\_  
 \_\_\_\_\_

STATE OF Tennessee  
 COUNTY OF Maury

On this 16th day of April, 1991, before me personally appeared Willard F. Mitchum Jr. and Alice Ann Mitchum Fitts

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that Grantor executed same as Grantor's free act and deed.

Witness my hand and official seal at office in Spring Hill, TN, on this 16th day of April, 1991.



Rich D. Walls  
 NOTARY PUBLIC

MY COMMISSION EXPIRES: 8/23/92

STATE OF TENNESSEE, WILLIAMSON COUNTY  
 I, \_\_\_\_\_, do hereby swear or affirm that the actual consideration for the transfer or value of the property transferred, whenever a greater is \$ 4,586.00 which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale of said property, is four thousand five hundred and 00/100 dollars and no part of the same is subscribed and sworn to before me this the 17th day of April, 1991.

Willard F. Mitchum Jr.  
Alice Ann Mitchum Fitts  
 \_\_\_\_\_  
 \_\_\_\_\_

TRANSFERRED

APR 18 1991

DENNIS ANGLIM, Notary Public

# Gas Line Easement

**McEMORE**  
AUCTION  
COMPANY, LLC

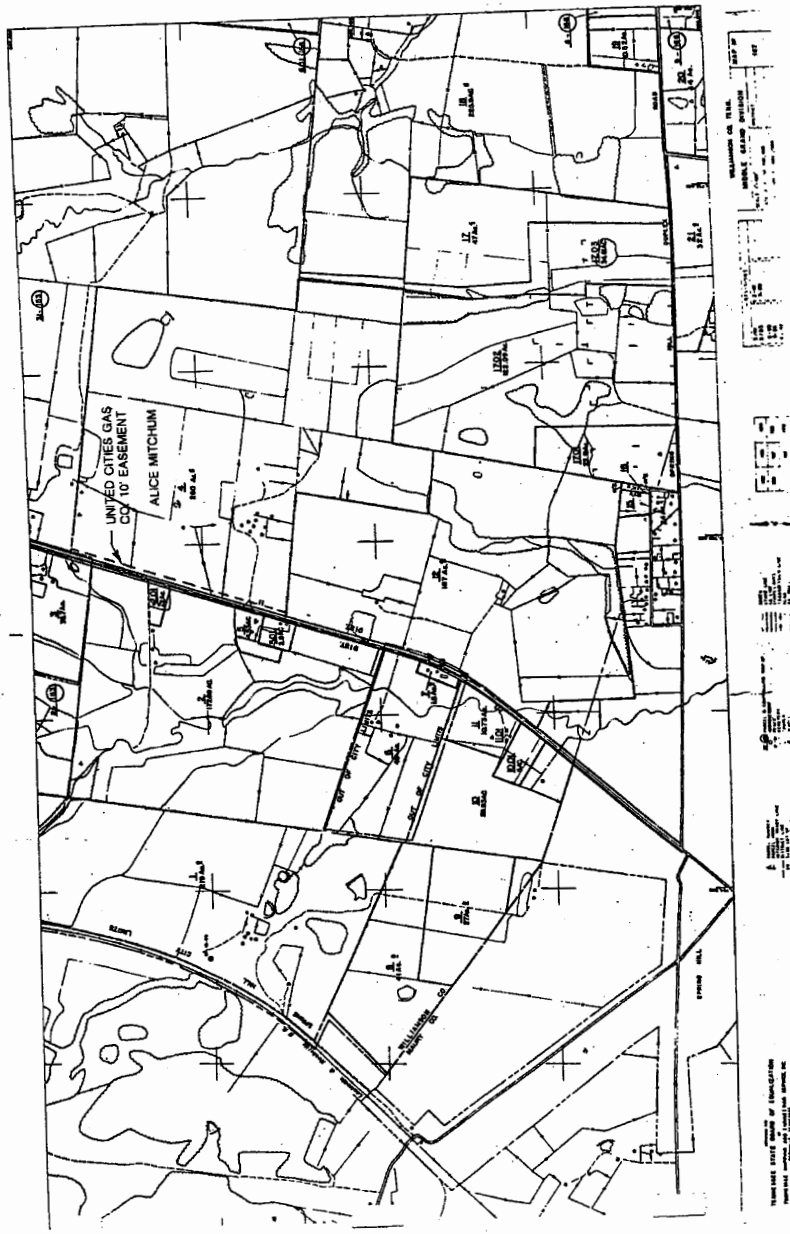


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BOOK 0897 PAGE 059

SADIE WADE  
REGISTER OF DEEDS  
WILLIAMSON COUNTY, TN.  
1991 APR 17 PM 2:43

BOOK# 897 PG 57  
NOTE BK 47 PG 188  
TAX 57 TOTAL 21.51  
FEE 1.00 RECEIPT#  
REC 12.00 03859





# Plat



**LEGEND**

IRON PIN  
IPS - Iron Pin Set  
PF - Iron Pin Found

WATER LINE  
GRAVITY SEWER LINE  
6" SEWER FORCE MAIN  
OVERHEAD ELEC LINE  
GAS LINE  
DRAINAGE STRUCTURE  
LOT NUMBER 1  
PUBLIC UTILITY & DRAINAGE EASEMENT (N)

CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
C1	318.02'	460.00'	26.23'	13.12'	26.23'	N18°25'36"E
C2	316.02'	400.00'	22.81'	11.41'	22.81'	S18°25'36"W

LINE	BEARING	DISTANCE
L1	N18°47'35"E	22.14'
L2	N18°47'35"E	12.87'

City of Spring Hill  
Fire Station  
Commuter Drive  
Millard F. Mitchum, Jr. Property  
Scale: None

Columbia Power & Water, Provides Electrical Service to the Lots Shown on this Plat.

Date: Name & Title

**CERTIFICATE OF APPROVAL OF SUBDIVISION NAMES AND STREET NAMES.**

SUBDIVISION AND STREET NAMES APPROVED BY THE WILLIAMSON COUNTY EMERGENCY COMMUNICATION.

WILLIAMSON COUNTY EMERGENCY COMMUNICATION.

DATE: 10-26-12

**STREET LIGHT & SIGN NOTE**

1. The Developer of Millard F. Mitchum, Jr. Property will be required to install Street Lights & Street Signs in accordance with the City of Spring Hill Subdivision Regulations.

**CERTIFICATION OF OWNERSHIP AND DEDICATION**

I (we) hereby certify that I am (we are) the owner (s) of the property shown and described herein as evidenced in Book 1123 Page 314, County Register's Office, and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building restriction lines, and that offers of irrevocable dedication for all public ways, utilities, and other facilities have been filed.

Date: 10/22/12 Owner: Millard F. Mitchum, Jr.

**CERTIFICATE OF SURVEY ACCURACY**

I (we) hereby certify that to the best of my (our) knowledge and belief this is a true and accurate survey of the property shown herein, that this is a class "B" Land Survey as defined in Title 82, Chapter 18, Tennessee Code Annotated, and that the ratio of precision is greater than or equal to 1:10,000.

Date: 09/04/2012 Registered Land Surveyor: Number: 652

**CERTIFICATION OF APPROVAL OF WATER & SEWER SYSTEM**

I hereby certify that the Water and Sewer systems installed or indicated on this plat subdivision plot entitled Millard F. Mitchum, Jr. Property has been installed in accordance with current local and state government requirements, or a sufficient bond or other surety has been filed to guarantee said installation.

Date: Name, Title, Agency or Authorized Approving Agent

**CERTIFICATE OF APPROVAL OF PUBLIC WAYS OR BOND POSTING**

I hereby certify (1) that all designated public ways on this Final Subdivision plat have been installed in an acceptable manner and according to the specifications of the City of Spring Hill Subdivision Regulations, or (2) that a performance bond or other surety has been posted with the planning commission to guarantee completion of all required improvements in case of default.

10-23-12

**CERTIFICATE OF APPROVAL FOR RECORDING**

I hereby certify that the subdivision plat shown herein has been found to comply with the City of Spring Hill Subdivision Regulations, with the exception of such variances, if any, as are noted in the minutes of the planning commission, and that it has been approved for recording in the Office of the County Register.

Date: 10-21-12 Secretary of Planning Commission

**FINAL PLAT OF MILLARD F. MITCHUM, JR. PROPERTY**

CURRENT ZONING: B-4  
Property Map 167, Parcels 4

CITY OF SPRING HILL MUNICIPAL PLANNING COMMISSION WILLIAMSON COUNTY - STATE OF TENNESSEE	
TOTAL ACRES = 1.05 ac.	TOTAL LOTS = 1
MILES NEW ROADS = 0.029	ACRES NEW ROADS = 0.22
OWNER: Millard F. Mitchum, Jr.	CIVIL DISTRICT: 11th
OWNER: Millard F. Mitchum, Jr. 6074 Main Street Spring Hill, TN 37174 Ph: 615-252-2882	SURVEYOR: Stanford & Assoc., Inc. 410 McLamore Ave. Spring Hill, TN 37174 Ph: 931-488-2444
DATE: 9/4/2012	SCALE: 1" = 100'
PROPERTY MAP 167, PARCEL 4	CLOSURE: > 1:10,000
DEED BOOK 1123, PAGE 314	

GRAPHIC SCALE 1" = 100'  
0 100 200 300

This Instrument Prepared by:  
*Yire*  
 Sidwell & Barrett, P.C.  
 121 First Avenue South  
 Franklin, TN 37064

**RETURN TO**  
 Stewart Title Company  
 121 First Avenue South, Suite 200  
 Franklin, TN 37064  
 File # 01788-22949

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**WHEREAS**, Price is also the owner of certain real property known as Lot No. 1 of the Final Plat of Millard F. Mitchum, Jr. Property, located in the City of Spring Hill, Williamson County, Tennessee and more particularly described at Exhibit B attached hereto and incorporated herein by reference (hereinafter referred to as “**Lot 1**” an together with Lot 3, collectively, the “**Properties**”); and

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purpose of designing, constructing, installing and maintaining an above ground storm water detention facility, including, without limitation, a drainage pipe, which detention facility may be needed from time to time to serve the drainage and surface water management system for the Properties.

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5. **Hazardous Materials.** The Owners shall not use the Detention Pond for the release, storage, generation, transportation, reclamation, recycling, or disposal of any hazardous waste or substance, toxic substance, or any other regulated waste, waste water or substance (“Hazardous Materials”). Each Owner shall be responsible for the abatement and removal of, in accordance with the applicable federal, state and local laws, of any and all Hazardous Materials, whether known or unknown, deposited or spilled upon the Detention Pond, to the extent such deposit or spill directly or indirectly arises out of such Owner’s use of the Detention Pond.

6. **Matters of Record.** The easement herein granted is subject to all matters of record in the real property records of the county in which the Detention Pond is located, including, without limitation: (i) any and all restrictive covenants; (ii) all conditions, restrictions and/or notes, if any, affecting the Properties and the Detention Pond and contained on any plat; (iii) easements and rights-of-way of whatsoever nature and kind reserved; (iv) encumbrances and liens, if any; and (v) zoning, building restrictions, regulations and ordinances, if any.

7. **Compliance with Applicable Laws.** Each of the Owners’ use of the Detention Pond shall at all times comply with all applicable laws, regulations, orders and requirements of





all governmental entities having jurisdiction over the same, whether federal, state or local.

8. **Indemnification.** Each Owner shall indemnify and hold harmless the other Owner from and against all claims, liabilities and expenses (including reasonable attorneys' fees and costs) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Owner, its contractors, employees, agents, or others acting on behalf of such Owner.

9. **Owners Entry and Use of Detention Pond.** Each Owners entry upon and use of the Detention Pond shall be at its own risk, and, except for any damage to the Detention Pond directly resulting from an Owner's gross negligence or willful misconduct, such Owner hereby releases and forever discharges any claims, demands or causes of action it may have against the other Owner, its trustees, officers, directors, members, managers, employees, agents, subsidiaries and affiliates, arising, directly or indirectly, out of the use of, activities or entry upon the Detention Pond, whether now known or hereinafter arising.

10. **Appurtenant Easement.** The covenants, rights and obligations contained herein shall run with title and benefit and burden the Properties and the Detention Pond.

11. **Governing Law.** The validity, application, and construction of this Agreement, and any conflicts arising out of this Agreement shall be governed by the laws of the State of Tennessee.

12. **Attorneys' Fees.** If either Owner institutes litigation to enforce the terms and covenants of this Agreement, then the prevailing Owner in such litigation shall be entitled to reasonable attorneys' fees and costs, including fees and costs on appeal.

13. **Severability.** The invalidity in whole or in part of any covenant, restriction, paragraph, clause, phrase or word or other provision of this Agreement shall not affect the remaining portions hereof.

14. **Attached Exhibits.** All Exhibits attached hereto are hereby incorporated herein and made a part of hereof and all recitals set forth above are affirmed as true and correct.

**SIGNATURE AND ACKNOWLEDGEMENT PAGE FOLLOWS**



**DETENTION POND EASEMENT AND MAINTENANCE AGREEMENT**

IN WITNESS WHEREOF, this instrument has been executed on the 7 day of November, 2014.

\_\_\_\_\_  
Bobby E. Price, Jr.

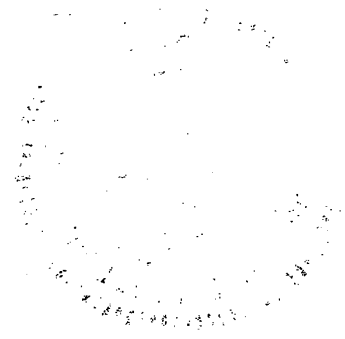
**STATE OF TENNESSEE**  
**COUNTY OF Anderson**

Before me, the undersigned Notary Public in and for said County and State aforesaid, personally appeared Bobby E. Price, Jr., with whom I am personally acquainted and who acknowledged he executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at office this 7 day of November, 2014.

\_\_\_\_\_  
Notary Public

My Commission Expires: 8/21/17





**DETENTION POND EASEMENT AND MAINTENANCE AGREEMENT**

**EXHIBIT A**

**Lot 3:**

Land situated in Williamson County, Tennessee, to wit:

Being all of Lot No. 3 on the Final Plat, Section One, Revision 1, Pinnacle Commercial, Revision of Lots 2, 3 & 4 as shown on plat of record in Plat Book P56, Page 87, in the Register's Office for Williamson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

Being part of the same property conveyed to Bobby E. Price, Jr., by Special Warranty Deed of record in Book 5770, Page 706, in the Register's Office for Williamson County, Tennessee.

## EXHIBIT B

### Lot 1:

Land located in Williamson County, Tennessee and being Lot 1 on the Final Plat, Millard F. Mitchum, Jr., Property as shown by plat of record in Plat Book P56, page 141 Register's office for Williamson County, Tennessee to which plan reference is hereby made for a more complete description of said lot.

Being the same property conveyed to Bobby E. Price, Jr. by Deed from Randy Lochridge, James Paul Gary and First Farmer's and Merchants Bank, Co-Executors of the Estate of Millard F. Mitchum, Jr., of record in Book 5820, page 82 Register's Office for Williamson County, Tennessee.



**DETENTION POND EASEMENT AND MAINTENANCE AGREEMENT**

**EXHIBIT C**

**Detention Pond:**

Land situated in Williamson County, Tennessee, to wit:

Being a 0.898 acre parcel of land shown on the Final Plat Section One (1), Pinnacle Commercial, of record in Plat Book P55, Page 9, in the Register's Office for Williamson County, Tennessee, and identified as the Regional Detention Pond and more particularly described as follows:

Beginning at an iron pin in the south right of way of Commonwealth Drive at the northwest corner of Lot 1 as shown on said plat.

Thence leaving said Commonwealth Drive and following the west line of Lots, 1, 2 & 3 running South 16°47'35" West, a distance of 425.97 feet to an iron pin at the southwest corner of Lot 3 in the north boundary of Millard Mitchum property of record in Deed Book 1123, Page 341; Thence with Mitchum property North 81°59'10" West, distance of 94.97 feet to an iron pin in the right of way of Main Street (U.S. Hwy 31); Thence with said right of way being 40 feet from centerline North 16°49'01" East, a distance of 65.67 feet; Thence continue with offset south 83°51'51" East, a distance of 5.87 feet; Thence continue North 16°18'56" East, a distance of 155.00 feet; Thence continue with offset North 72°12'13" West, a distance of 4.41 feet; Thence continue North 16°49'01" East, a distance of 186.85 feet; Thence leaving said Main Street right of way and following south right of way of Commonwealth Drive South 73°12'25" East, a distance of 5.00 feet to the beginning of a curve to the right at radius return; Thence continue with said curve to the right having a radius of 25.00 feet and a central angle of 86°52'34" having a chord of North 60°15'18" East 34.38 feet a length of 37.91 feet to a point of reverse curvature; Thence continue with said curve to the left having a length of 29.36 feet, a radius of 450.00 feet and a central angle of 3°44'16"; Thence continue South 80°02'41" East tangent to said curve, a distance of 36.06 feet to the Point of Beginning.

Being part of the same property conveyed to Bobby E. Price, Jr., by Special Warranty Deed of record in Book 5770, Page 706, in the Register's Office for Williamson County, Tennessee.

**BK: 6316 PG: 573-579**  
**14042199**

7 PGS:AL-EASEMENT	
361614	
<b>11/10/2014 - 01:48 PM</b>	
BATCH	361614
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	35.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	37.00
STATE OF TENNESSEE, WILLIAMSON COUNTY	
<b>SADIE WADE</b>	
REGISTER OF DEEDS	



BK ✓

United Cities Gas Company  
1749 Mallory Lane, Suite 300

Prepared By: Brentwood, TN 37027

11 167 4.00

**GAS LINE EASEMENT**

BOOK **0897** PAGE **057**

**From:** Alice Ann Mitchum Fitts and, ("Grantor")

Millard F. Mitchum, Jr.

**To:** **UNITED CITIES GAS COMPANY, INC.** ("Grantee")

The undersigned Grantor, in consideration of \$ 2,580.00, the receipt of which is hereby acknowledged, does hereby convey to the Grantee, its successors and assigns, a perpetual easement across Grantor's property for the purpose of constructing, maintaining and replacing one or more gas transmission pipelines together with all appurtenances. Said property is more particularly described as follows:

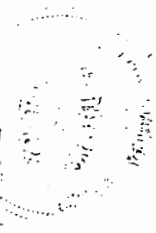
Located in 11th District, Williamson County, Tennessee.

Parcel 4 on tax map 167 in the 11th Civil District of Williamson County, Tennessee, being an easement for construction, operation and maintenance of a natural gas pipeline, said easement being ten (10) feet wide and extending five (5) feet on each side of the following centerline.

Beginning at a point on the southwestern corner of Grantor's property, bounded by State Route 6 (Highway 31), said point being five (5) feet east of the west property line and five (5) feet east of the right-of-way of State Route 6 (Highway 31), thence extending northeast and parallel to the Grantor's west property line and right-of-way of State Route (Highway 31) approximately two thousand five hundred and eighty (2,580) feet east of the west property line and five (5) feet east of the right-of-way of State Route 6 (Highway 31).

Being a portion of Grantor's land described in Deed Book 811, Page 377, Register's Office of Williamson County, Tennessee.

1. Grantor reserves the right to maintain and use the surface of the easement area, with the exception of locating permanent structures thereon, provided that such use shall be non-detrimental to the use or repair of Grantee's installation. Further, Grantors shall obtain written permission from Grantee prior to changing the grade of the easement area.
2. Grantee, by its acceptance hereof, agrees that all pipelines shall be located within the easement area so as not to unreasonably interfere with the surface of the easement areas, and further agrees to indemnify and hold Grantor harmless from any damages which may arise from Grantee's use, maintenance, repair or replacement of the pipeline constructed within the easement.
3. Grantee shall have the right of ingress and egress to and from said easement area.
4. Grantee agrees to restore to original condition, or as close as possible to original condition, any property of Grantor that is adversely affected or damaged by the construction, use, maintenance, repair or replacement of Grantee's facilities within the easement area.





- 5. Grantee shall have the right, from time to time, to cut and clear trees and undergrowth or other obstructions on said easement that may injure or interfere with the use of said pipeline, fittings and appliances appurtenant thereto.
- 6. This easement shall run with the land and inure to the benefit of, and be binding upon, the successors in interest of Grantor, in and to the parcel.

IN WITNESS WHEREOF, the Grantors have executed this agreement the day and date first above written.

BOOK 0897 PAGE 058

WITNESS:  
Lib Wall  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

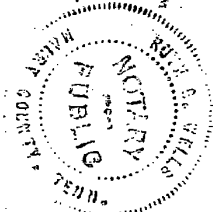
GRANTOR:  
Millard F. Mitchum Jr.  
Alice Ann Mitchum Fitts  
 \_\_\_\_\_  
 \_\_\_\_\_

STATE OF Tennessee  
 COUNTY OF Maury

On this 16<sup>th</sup> day of April, 1991, before me personally appeared Millard F. Mitchum Jr. and Alice Ann Mitchum Fitts

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that Grantor executed same as Grantor's free act and deed.

Witness my hand and official seal at office in Spring Hill, TN, on this 16<sup>th</sup> day of April, 1991.



Peth D. Wells  
 NOTARY PUBLIC

MY COMMISSION EXPIRES: 8/23/92

STATE OF TENNESSEE, WILLIAMSON COUNTY  
 I, \_\_\_\_\_, do hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is \$ 2,580.00 which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale of said property. Witness my hand and official seal this 16<sup>th</sup> day of April, 1991.

Deputy  
 \_\_\_\_\_  
 \_\_\_\_\_

TRANSFERRED

APR 18 1991

DENNIS ANGLIN, PROP. ASSESSOR  
WILLIAMSON COUNTY



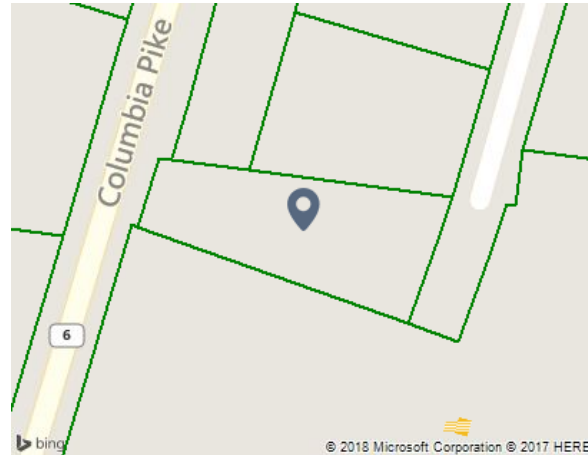


# Tax Information



Friday, January 19, 2018

<b>LOCATION</b>	
<b>Property Address</b>	2110 Wall St Spring Hill, TN 37174
<b>Subdivision</b>	Mitchum Millard F Jr
<b>County</b>	Williamson County, TN
<b>PROPERTY SUMMARY</b>	
<b>Property Type</b>	Commercial
<b>Land Use</b>	Commercial
<b>Improvement Type</b>	
<b>Square Feet</b>	
<b>GENERAL PARCEL INFORMATION</b>	
<b>Parcel ID/Tax ID</b>	167 004.46
<b>Special Int</b>	000
<b>Alternate Parcel ID</b>	
<b>Land Map</b>	167
<b>District/Ward</b>	701
<b>2010 Census Trct/Blk</b>	512.02/4
<b>Assessor Roll Year</b>	2016



<b>CURRENT OWNER</b>	
<b>Name</b>	Price Bobby E Jr
<b>Mailing Address</b>	1676 Mallory Ln Brentwood, TN 37027-7930

## SALES HISTORY THROUGH 12/19/2017

Date	Amount	Buyer/Owners	Buyer/Owners 2	Instrument	No. Parcels	Book/Page Or Document#
1/23/2013	\$200,000	Price Bobby E Jr				

## TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount	Jurisdiction	Rate
<b>Appraisal Year</b>	2017	<b>Assessment Year</b>	2017	<b>Spring Hill</b>	0.5381
<b>Appraised Land</b>	\$424,400	<b>Assessed Land</b>	\$169,760	<b>Williamson</b>	2.07
<b>Appraised Improvements</b>		<b>Assessed Improvements</b>			
<b>Total Tax Appraisal</b>	\$424,400	<b>Total Assessment</b>	\$169,760		
		<b>Exempt Amount</b>			
		<b>Exempt Reason</b>			

## TAXES

Tax Year	City Taxes	County Taxes	SSD Taxes	Total Taxes
2017	\$913.48	\$3,514.03	\$0	\$4,427.51
2016	\$913.48	\$3,463.10	\$0	\$4,376.58
2015	\$890.64	\$3,319.36	\$0	\$4,210.00
2014	\$890.64	\$3,319.36	\$0	\$4,210.00

## MORTGAGE HISTORY

No mortgages were found for this parcel.

Property Report for 2110 WALL ST. cont.

PROPERTY CHARACTERISTICS: BUILDING

No Buildings were found for this parcel.

PROPERTY CHARACTERISTICS: EXTRA FEATURES

No extra features were found for this parcel.

PROPERTY CHARACTERISTICS: LOT

<b>Land Use</b>	Commercial	<b>Lot Dimensions</b>	157.1 X 322.6
<b>Block/Lot</b>	/1	<b>Lot Square Feet</b>	35,719
<b>Latitude/Longitude</b>	35.766690°/-86.918364°	<b>Acreage</b>	0.82

PROPERTY CHARACTERISTICS: UTILITIES/AREA

<b>Gas Source</b>		<b>Road Type</b>	
<b>Electric Source</b>		<b>Topography</b>	
<b>Water Source</b>		<b>District Trend</b>	
<b>Sewer Source</b>		<b>Special School District 1</b>	
<b>Zoning Code</b>		<b>Special School District 2</b>	
<b>Owner Type</b>			

LEGAL DESCRIPTION

<b>Subdivision</b>	Mitchum Millard F Jr	<b>Plat Book/Page</b>	56/141
<b>Block/Lot</b>	/1	<b>District/Ward</b>	701
<b>Description</b>	Subd Mitchum Millard F Jr Pb 56 Pg 141 Lot 0001		

FLOOD ZONE INFORMATION

Zone Code	Flood Risk	BFE	Description	FIRM Panel ID	FIRM Panel Eff. Date
AREA NOT INCLUDED	Undetermined		An area that is located within a community or county that is not mapped on any published(FIRM)	47187C0343F	09/29/2006

# Traffic History



## Traffic History

Traffic History reflects the Annual Average Daily Traffic (AADT) count along specific locations on Tennessee's road network

View stations on map:  Non-Map Record Search:  Station Number:

**Station Information**

Station	000009
Route	SR006
Location	NORTHEAST SPRING HILL
County	Maury
2016	16530
2015	16292
2014	16657
2013	15726
2012	15724
2011	15266
2010	14702
2009	19836
2008	19258
2007	18832
2006	18007
2005	17483
2004	13311
2003	12924
2002	11965
2001	12862
2000	9902
1999	9797
1998	10806
1997	11042

Download File: [KML](#) | [ESRI Geodatabase](#) | [ESRI Shapefile](#) | [Database Table](#)  
 Open With: [Google Earth](#) | [ArcGIS Explorer](#) | [MS Access or Excel](#)

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# Title Commitment



ALTA Commitment (6/17/06)

## ALTA Commitment Form

### COMMITMENT FOR TITLE INSURANCE Issued by

### STEWART TITLE GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:

**stewart**  
title guaranty company

**Matt Morris**  
President and CEO

  
Authorized Countersignature

Stewart Title Company Tennessee  
Division  
1630 NW Broad Street, Ste 100  
Murfreesboro, TN 37129



**Denise Carraux**  
Secretary

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File No. 01288-37964  
004-UN ALTA Commitment (6/17/06)



## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/>>.*



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

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File No. 01288-37964  
004-UN ALTA Commitment (6/17/06)







## COMMITMENT FOR TITLE INSURANCE SCHEDULE A

File No.: 01288-37964

1. **Effective Date:** January 26, 2018 at 8:00 A.M.

2. **Policy or Policies to be issued:**

**Amount of Insurance**

(a) A.L.T.A. Owner's Policy      2006 (Standard)

To Be Agreed Upon

(b) A.L.T.A. Loan Policy      2006 (Standard)

To Be Agreed Upon

Proposed Insured:

To Be Determined, and/or its successors and assigns included in the definition of "insured" as contained herein.

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is:**

Fee Simple

4. **Title to the said estate or interest in said land is at the effective date hereof vested in:**

William T. Ramsey, Executor of the Estate of Bobby E. Price, Jr.

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

Land in Williamson County, Tennessee, being all of Lot No. 1 on Final Plat of Millard F. Mitchum, Jr. Property, as shown on plat appearing of record in Plat Book P56, Page 141, in the Register's Office for Williamson County, to which plat reference is hereby made for a more complete and accurate legal description thereof.

Being the same property conveyed to Bobby E. Price, Jr. by Warranty Deed from Randy Lockridge, James Paul Gary and First Farmer's & Merchants Bank, Co-Executor of the Estate of Millard F. Mitchum, Jr. dated 1/23/2013 and filed for record on 1/25/2013 in Book 6820, Page 82, Register's Office for Williamson County, Tennessee. The said Bobby E. Price, Jr. died testate on 4/28/2017, as evidenced File PR-9111, Probate Court Clerk's Office for Williamson County, Tennessee.



COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART I

File No.: 01288-37964

The following are the requirements to be complied with:

1. Warranty Deed to be executed by William T. Ramsey, Executor of the Estate of Bobby E. Price, Jr. to Agreed Purchaser, conveying the land described in Schedule A herein.
2. Expiration of the claims period and satisfactory evidence that all debts, claims and taxes, if any, against the Estate of Bobby E. Price, Jr. have been paid.
3. TennCare waiver is required.
4. Deed of Trust to be executed by Proposed Borrower to trustee for Proposed Lender securing the land described in Schedule A herein.
5. We must be apprised what type of legal entity is to be vested with title, and we must be furnished with satisfactory proof that the transaction has been properly authorized by the directing body of said entity.
6. 2016 Williamson County taxes for Map/parcel Part of 167-004.00 in the amount of \$3,514.00 have been paid. All prior years are paid.
7. 2017 City of Spring Hill taxes for Map/parcel Part of 167-004.00 are now due and payable in the amount of \$913.00 All prior years have been paid.
8. Lien Affidavit to be executed.
9. Access to a dedicated right of way is required.



COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART II

File No.: 01288-37964

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Standard Exceptions:
  - a. Rights or claims of parties in possession not shown by the public records.
  - b. Easements, or claims of easements, not shown by the public records.
  - c. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
  - d. Any lien, or right to a lien, for services, labor, or material hereto or hereafter furnished, imposed by law and not shown by the public records.
  - e. Restrictions upon the use of the premises not appearing in the chain of title to the land.
3. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
4. All matters as set forth per Plat Book P56, Page 141, said Register's Office.
5. Detention Pond Easement and Maintenance Agreement of record in Book 6316, page 573, Register's Office for Williamson County, Tennessee.
6. Gas Line Easement of record in Book 897, Page 57, said Register's Office.
7. Real property taxes for the year 2018 and subsequent years, a lien not yet due and payable.
8. The survey prepared by Jacob R. Slaughenhoupt, TN RLS #2583, Homeland Surveying,, 6043 Sanmar Drive, Spring Hill, Tennessee, 37174, dated 7/4/2017, and designated as Job No. 17-148-001, reflects the following:
  - a. Paving encroaches subject property along a northerly boundary; and,
  - b. a 4" gas line traverses subject property along a northerly boundary, outside of any easement area.

If improvements are completed after January 1 of any year, the Law requires supplemental assessment for the year in which improvements are completed as defined by Statute. The company assumes no liability for taxes assessed by correction pursuant to the provisions of TCA 67-5-603, et seq.

NOTE: This Commitment for Title Insurance does NOT constitute a report of title and is not to be relied upon by the proposed insured(s) or any other party as a title report or representation of the status of title. Any title search and examination conducted by or for the Company in connection with the issuance of this Commitment for Title Insurance, if any is solely for the benefit of the Company. The sole liability of the Company and/or its issuing agent hereunder shall be set forth in the Conditions and Stipulations of this Commitment for Title Insurance. Neither the Company nor its issuing agent shall be liable to the proposed insured(s) or any other party for any claim of alleged negligence, negligent

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SO STG06 Com Sch B II

Page 1 of 2 STEWART TITLE  
GUARANTY COMPANY



COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART II

representation, or any other cause of action in tort in connection with this Commitment for Title Insurance unless a policy of title insurance is purchased.

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Page 2 of 2 STEWART TITLE  
GUARANTY COMPANY





## STG Privacy Notice Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### SHARING PRACTICES

<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>▪ request insurance-related services</li> <li>▪ provide such information to us</li> </ul> We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

**Contact us:** If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

# Zoning Information

For more information regarding permitted uses for B-4 Zoning in Spring Hill, please contact:



**Director of Planning**  
Steve Foote



**Associate Planner**  
Jon Baughman



**Planning Administrative Assistant**  
Bonnie Turnbow



199 Town Center Pkwy  
Spring Hill, TN 37174



(931) 486-2252, ext. 214



**Hours**  
Monday - Friday  
8:00 a.m. - 4:30 p.m.



Or review the city's zoning ordinance.

