


## 98,656± SF Class A Office Building on 5.14± Acres in Brentwood, TN (Maryland Farms)



# Table of Contents



2024 Property Tax Receipt .....	1
ALTA Survey .....	2
Auction Sales Map .....	3
Brentwood, TN Code of Ordinances for C-1 Zoning .....	4
Flood Map .....	15
Floor Plan .....	16
Form of Foreclosure Contract .....	20
Form of Successor Trustee's Deed .....	25
Press Release .....	29
Tax Information .....	30
Title Commitment .....	33
Video  .....	48





2024

Property Tax Receipt

Receipt Date: 12/30/2024

Prop Addr: Westwood Pl 111

Subdivision: Maryland Farms Sec 4

Dimensions:

Pay Method: Check

Initials:

Drawer No:

Group Code:

County: 094

City: 086

Mortgage:

SSD1:

SSD2:

Tax Rate: 2.1700

Land Value: 4,846,700.00

Impmt Value: 9,611,500.00

Per Prop Value: 0.00

Total Value: 14458200

Assessment: 5,783,280.00

Cv Brentwood Properties LI

500 Wilson Pike Cir #228

Brentwood, TN 370270000

City Tax Paid: 16772.00

Receipt Number: 2024 - 0023814

Di 15

Map 012 D

Ctl-Mp 012 D

Gp C

Parcel 010 00

SI 000

Deed Book: Page: Date

Plat Book: Page: Block: Lot:

2024

\*\*Paid\*\*

Net Property Tax	108,726.00
SSD Taxes	0.00
City Property Taxes	16,772.00
INTEREST	0.00
TOTAL AMOUNT DUE:	125,498.00
INTEREST PAID:	0.00
TOTAL PAID:	125,498.00
BALANCE DUE:	12/30/2024

Received Of	Payment Type	Payment No	Amount
			\$125,498.00

\*\*Paid\*\*

WILLIAMSON COUNTY PROPERTY TAX

NOTICE: All unpaid balances are subject to interest if not paid in full by due date.



**GENERAL NOTES**

- BEARINGS SHOWN HEREON ARE BASED ON THE TENNESSEE COORDINATE SYSTEM OF 1983. GPS EQUIPMENT WAS USED TO DETERMINE THE POSITION OF CONTROL POINTS ON THE SURVEYED PROPERTY TO ESTABLISH THE BEARING BASE FOR THE SURVEY. TYPE OF EQUIPMENT USED: LEICA MODEL 5500, REAL TIME FREQUENCY RECEIVER. THE TYPE OF GPS SURVEY NETWORK ADJUSTED: REAL TIME KINEMATIC.
- BY SCALED MAP LOCATION AND GRADING PLATTING ONLY, THIS PROPERTY LIES WITHIN FLOOD ZONE "X," AS DESIGNATED ON CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY MAP NO. 17187-0100T, WITH AN EFFECTIVE DATE OF SEPTEMBER 29, 2004, WHICH MAKES UP A PART OF THE NATIONAL FLOOD INSURANCE ADMINISTRATION REPORT; COMMUNITY NO. 470200; PANEL NO. 9, SOUTH 4, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PREMISES IS SITUATED. SAID MAP DEINES ZONE "X" UNDER "OTHER AREAS" AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
- THIS PROPERTY IS CURRENTLY ZONED C-1 (COMMERCIAL OFFICE). MINIMUM YARD REQUIREMENTS PER THE ZONING ORDINANCE OF BRENTWOOD, TENNESSEE, FOUND BY THE SURVEYOR IN THE PLANNING SECTION OF THE ZONING DEPARTMENT'S WEBSITE (BRENTWOOD-TN) ON JUNE 25, 2013, ARE AS FOLLOWS:  
FRONT - 30'  
REAR - 30'  
SIDE - 20' (NOT ON CORNER LOT)  
ON CORNER LOT - 15'
- THIS SURVEYOR HAS NOT BEEN FURNISHED WITH A TITLE COMMITMENT THE SURVEYED PROPERTY IS, THEREFORE, SUBJECT TO THE FINDINGS OF A COMPLETE AND ACCURATE TITLE SEARCH.

**PROPERTY MAP REFERENCE**

BEING PARCEL NUMBER 10.00 AS SHOWN ON WILLAMSON COUNTY PROPERTY MAP NUMBER 12-D, GROUP "C".

**PLAT REFERENCE**

BEING LOT 9 AS SHOWN ON THE FINAL PLAT ENTITLED "SECTION FOUR, MARYLAND FARMS, ROAD RIGHT-OF-WAY DEDICATION" OF RECORD IN PLAT BOOK 8, PAGE 36, REGISTER'S OFFICE FOR WILLAMSON COUNTY, TENNESSEE.

**DEED REFERENCE**

BEING THE SAME PROPERTY CONVEYED TO THE PRUDENTIAL INSURANCE COMPANY OF AMERICA FROM WESTPARK REALTY, L.P. BY SPECIAL WARRANTY DEED OF RECORD IN BOOK 1332, PAGE 162, REGISTER'S OFFICE FOR WILLAMSON COUNTY, TENNESSEE.

**PROPERTY DESCRIPTION**

A TRACT OF LAND IN THE TWENTY-NINTH CIVIL DISTRICT OF WILLAMSON COUNTY, TENNESSEE, BEING PARCEL NUMBER 10.00 AS SHOWN ON WILLAMSON COUNTY PROPERTY MAP NUMBER 12-D, GROUP "C", BEING BOUNDED ON THE NORTH BY LOT 69 AS SHOWN ON THE FINAL PLAT ENTITLED "SECTION 58, LOT 69, MARYLAND FARMS" OF RECORD IN PLAT BOOK 22, PAGE 121, R.O.W.C., TENNESSEE; ON THE EAST BY LOT 50 AS SHOWN ON THE FINAL PLAT ENTITLED "MARYLAND FARMS, LOT 49 & 50, SECTION 41" OF RECORD IN PLAT BOOK 24, PAGE 122, R.O.W.C., TENNESSEE; ON THE SOUTH BY WESTWOOD PLACE (60'-FOOT RIGHT-OF-WAY), ON THE SOUTH BY MARYLAND WAY (60'-FOOT RIGHT-OF-WAY) AND ON THE WEST BY LOT 28 AS SHOWN ON THE FINAL PLAT ENTITLED "SECTION 15, MARYLAND FARMS" OF RECORD IN PLAT BOOK 8, PAGE 36, R.O.W.C., TENNESSEE AND BY SAID LOT 69 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING LOT 9 AS SHOWN ON THE FINAL PLAT ENTITLED "SECTION FOUR, MARYLAND FARMS, ROAD RIGHT-OF-WAY DEDICATION" OF RECORD IN PLAT BOOK 8, PAGE 36, R.O.W.C., TENNESSEE AND CONTAINING 223,751 SQUARE FEET OR 5.14 ACRES, MORE OR LESS.

BEING THE SAME PROPERTY CONVEYED TO THE PRUDENTIAL INSURANCE COMPANY OF AMERICA FROM WESTPARK REALTY, L.P. BY SPECIAL WARRANTY DEED OF RECORD IN BOOK 1332, PAGE 162, REGISTER'S OFFICE FOR WILLAMSON COUNTY, TENNESSEE.

**PARKING TOTALS**

363 REGULAR SPACES
13 HANDICAPPED SPACES
363 TOTAL SPACES

**LEGEND**

(O)(M)	CONCRETE MONUMENT (OLD)	@	LIGHT STANDARD
(R)(O)	IRON ROD (OLD)	Δ	YARD LIGHT
(R)(A)	IRON ROD (OLD)	E	ELECTRIC BOX
(R)(N)	IRON ROD (NEW)	M	ELECTRIC MANHOLE
(R)(N)	IRON ROD (NEW)	T	TELEPHONE RISER
(R)(N)	IRON ROD (NEW)	O	TELEPHONE MANHOLE
(R)(N)	IRON ROD (NEW)	C	CABLE TV BOX
(R)(N)	IRON ROD (NEW)	F	FIRE HYDRANT
(R)(N)	IRON ROD (NEW)	V	WATER VALVE
(R)(N)	IRON ROD (NEW)	M	WATER METER
(R)(N)	IRON ROD (NEW)	S	SWAGE WATER CONNECTION
(R)(N)	IRON ROD (NEW)	R	RIGATION CONTROL VALVE
(R)(N)	IRON ROD (NEW)	B	CATCH BASIN
(R)(N)	IRON ROD (NEW)	S	SANITARY SEWER MANHOLE
(R)(N)	IRON ROD (NEW)	B	BOLLARD
(R)(N)	IRON ROD (NEW)	H	HANDICAPPED PARKING
(R)(N)	IRON ROD (NEW)	+/-	REGISTER'S OFFICE FOR R.O.W.C.
(R)(N)	IRON ROD (NEW)		CONCRETE SURFACE
(R)(N)	IRON ROD (NEW)		ASPHALT SURFACE

**SURVEYOR'S STATEMENT**

I, CHRISTOPHER J. LESLEY, A LICENSED SURVEYOR IN THE STATE OF TENNESSEE, DO HEREBY CERTIFY THAT I HAVE PERSONALLY EXAMINED THE FIELD DATA AND CALCULATIONS FOR THIS PLAT AND THAT THEY COMPLY WITH THE REQUIREMENTS OF THE TENSURE CODE OF PROFESSIONAL PRACTICE CHAPTER 100-3 AND ADOPTED BY THE TENNESSEE BOARD OF SURVEYS IN 1990.

DATE OF LAST REVISION: N/A

DATE: JULY 25, 2013

FILE NO.: 100-3-1111

IF YOU DO TENNESSEE... CALL US FIRST! 1-800-351-1111 1-615-366-1187 TENNESSEE ONE CALL IT'S THE LAW

**LOCATION MAP**

(NOT TO SCALE)

111 WESTWOOD PLACE BRENTWOOD, TN

1111 WESTWOOD PLACE, BRENTWOOD, TN

WESTPARK OFFICE BUILDING

FOR  
ALSTON & BIRD

U.S. CIVIL DISTRICT OF WILLIAMSON COUNTY CITY OF BENTWOOD TENNESSEE

**RAGAN • SMITH**  
LAND PLANNERS • CIVIL ENGINEERS  
LANDSCAPE ARCHITECTS • SURVEYORS

**RAGAN • SMITH • ASSOCIATES, INC.**  
1515 WOODLAND ST., P.O. BOX 60070 NASHVILLE, TN, 37208  
(615) 244-8591 FAX (615) 244-8739 [WWW.RAGANSMITH.COM](http://WWW.RAGANSMITH.COM)

**ADVANCE COPY  
FOR REVIEW  
PURPOSES ONLY**  
THIS PRINT IS NOT TO BE USED  
FOR TRANSFER OF PROPERTY  
UNLESS SIGNED AND SEALED BY  
REGISTERED LAND SURVEYOR

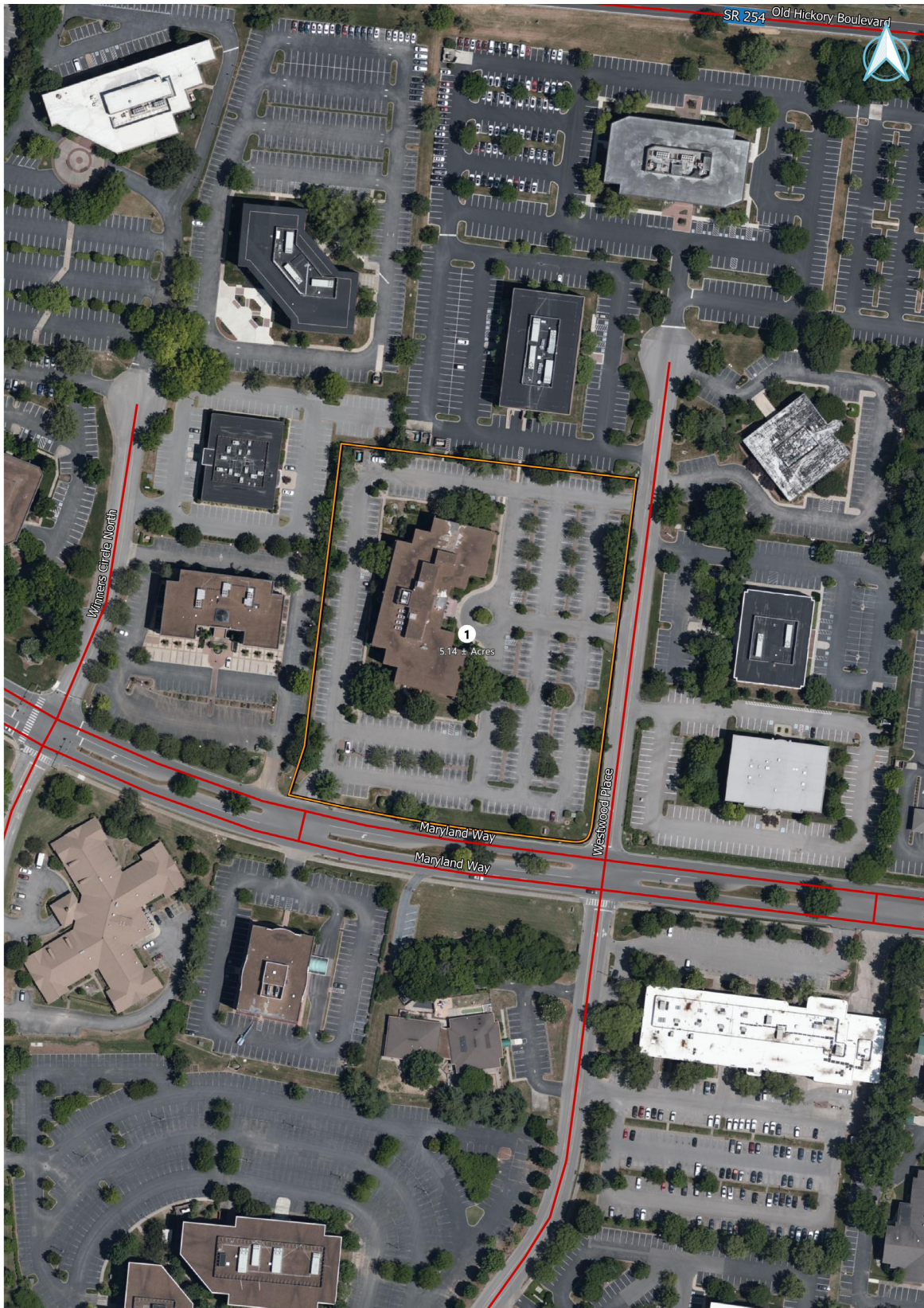
DATE:	JUNE 25, 2013
APPROVED BY:	C. MABERY
DRAWN BY:	C. MABERY
SCALE:	1" = 30'
JOB NO.	WK. ORDER
78-063	9725
DIMENSIONS	

ALTA/ACSM LAND  
TITLE SURVEY

1 OF 1



# Auction Sales Map





# Brentwood, TN Code of Ordinances for C-1 Zoning



Brentwood, TN Code of Ordinances

11/27/24, 1:39 PM

## DIVISION 6. - C-1 COMMERCIAL OFFICE

### Sec. 78-201. - Intent.

It is the intent of the C-1 commercial office district to provide adequate and suitable space for general office uses. Permitted office uses are those which, excluding employees, tend to attract relatively small numbers of people and generate small volumes of traffic. These districts are appropriately located and serve as transitional uses between districts characterized by lower density residential development and areas of more intensive commercial activities, or are extensions along major traffic arteries from areas used for more intensive commercial purposes. Regulations for this district are designed to maximize compatibility with adjacent residential districts. Within the C-1 commercial office districts as shown on the zoning map of the city the regulations set out in this division shall apply.

(Ord. No. 95-30, § 1(11-701), 6-26-95)

### Sec. 78-202. - Uses permitted.

The following uses are permitted in the C-1 commercial office district:

- (1) General office uses such as executive, management and administrative offices of private and public for-profit and nonprofit organizations.
- (2) Offices providing banking, financial, insurance and real estate brokerage services.
- (3) Offices providing advice, design, information or consultation of a professional nature.
- (4) Offices of physicians, dentists and other medically oriented practitioners providing medical testing, analysis and personal treatment services.
- (5) Offices providing communication services involving only minor processing operations such as multicopy, photostat, blueprinting and similar reproduction services, as well as custom printing operations.
- (6) Customer service functions of the United States Postal Service, including postage sales, post office box rentals and mail drop-off.
- (7) Service/institution uses such as continuing education programs, churches, funeral homes, day care facilities, community centers, convalescent homes and freestanding retirement/assisted living facilities for senior citizens ages 62 and older.
- (8) Mobile food vending, subject to the regulations established in chapter 18, article VI of this Code.
- (9) In any C-1 office building having at least 50,000 square feet of gross floor area, certain retail uses and services shall be permitted primarily for the convenience of the occupants, and their patients,

about:blank

Page 1 of 11





clients or customers. The permitted retail and service uses shall not exceed ten percent of the gross floor area of the first floor of the building. Except for required emergency egress, such uses shall not be directly accessible from the exterior of the building and no drive-through service shall be permitted. In addition, no for the business shall be permitted at the building, provided that window signs complying with section 78-420 of this Code may be used. The following retail and service uses shall be permitted:

- a. Barber shops and hairstylists.
- b. Coffee shop, café and food services.
- c. Dry cleaning, pressing, clothing alterations and laundry pickup stations (no on-site cleaning, pressing or laundering permitted.)
- d. Book, newspaper, stationary, office supply, florist and gift shops.
- e. Shoeshine services.
- f. Health and fitness club.

(10) Accessory uses or structures customarily incidental to the above permitted uses.

(11) Any other business or service oriented office use which in the opinion of the planning commission is in keeping with the character and intent of the district.

(Ord. No. 95-30, § 1(11-702), 6-26-95; Ord. No. 98-19, § 1, 9-28-98; Ord. No. 2008-15, § 1, 8-25-2008; Ord. No. 2017-02, § 2, 2-27-2017)

## Sec. 78-203. - Temporary uses permitted.

Subject to appropriate conditions and safeguards as may be required by the planning commission, the following temporary uses may be permitted in the C-1 commercial office district.

- (1) Limited duration outdoor displays of foods or merchandise not generally sold throughout the year;  
and
- (2) Limited duration uses such as carnivals, street fairs, sales, etc.

(Ord. No. 95-30, § 1(11-703), 6-26-95)

## Sec. 78-204. - Uses prohibited.

Any use or structure that is not specifically permitted in the C-1 commercial office district is prohibited. In addition, any use or structure for which approval of the planning commission or planning and codes director is required shall be prohibited unless and until such approval is obtained. Sexually oriented businesses are specifically prohibited in the C-1 commercial office district.

(Ord. No. 95-30, § 1(11-704), 6-26-95; Ord. No. 98-12, § 2, 6-22-98; Ord. No. 2002-04, § 3, 4-8-2002)



## Sec. 78-205. - Technical standards.

For all developments within the C-1 district, the following technical standards shall apply:

- (1) Minimum required lot size, one-half acre.
- (2) Minimum required front yard abutting a local street (as designated in article VII of this chapter), 30 feet.
- (3) Minimum required rear yard, 20 feet.
- (4) Minimum required side yards (not on corner lot), 20 feet.
- (5) Minimum side yard for corner lots abutting a local street, 30 feet.
- (6) Minimum front, side and rear yards abutting a collector or arterial street (as designated in article VII of this chapter), 50 feet.
- (7) Minimum front, side and rear yards abutting a residential district, 100 feet.
- (8) Height limitation for structures: a maximum of three stories or 46 feet, excluding parapets up to 42 inches in height, stair bulkheads and mechanical and elevator penthouse enclosures, subject to allowable increases in height as provided below.
- (9) Allowable increase in height of structure: The planning commission, after public notice and hearing, may approve structures not to exceed four stories or 60 feet, subject to the following exceptions and conditions:
  - a. Parapets up to 42 inches in height, stair bulkheads and mechanical and elevator penthouse enclosures shall be excluded from the measurement of building height and calculation of stories.
  - b. Finished basement floor space and underground parking levels shall be excluded from the measurement of building height and calculation of stories when at least 50 percent of the total area of the perimeter walls for the basement or underground parking level is below the outside grade level abutting the structure after site construction is completed; provided, however, that mean sea level elevation of the apparent roofline may not exceed 824 feet for any structure located west of I-65 and north of Concord Road;
  - c. The minimum front setback for any portion of the building, except for a passenger dropoff canopy, shall be 100 feet when the structure fronts an arterial or collector street and 60 feet for other public roads;
  - d. The required side and rear yards shall be equal to or exceed the height of the tallest portion of the structure;
  - e. The minimum required side and rear yards abutting a residential district shall be equal to or





exceed two times the height of the tallest portion of the structure; and

- f. When a canopy is attached to a four-story building to permit protected passenger dropoff, the canopy may be located within the setback area provided that the canopy does not exceed 20 feet in height and 32 feet in width.

(10) Maximum usable lot area:

- a. The maximum surface land area of the building shall not exceed 30 percent of the total lot area. Parking areas, open courts and other open space uses shall not be included in building area.
- b. For uses other than service/institution uses as noted below, no more than 80 percent of the total surface land area of a lot shall be improved with buildings, structures, parking and loading areas, streets, driveways or roadways. For service/institution uses permitted under section 78-202(6), no more than 70 percent of the total surface land area of the lot shall be improved with buildings, structures, parking and loading areas, streets, driveways or roadways.

(11) Green space area:

- a. At least 20 percent of any commercial use and 30 percent of any service/institutional use shall be landscaped with trees, green shrubbery, grass and/or other plantings. Such landscaping shall be in addition to any plantings or landscaping treatment in parking lot islands measuring less than 200 square feet. Green space shall be located on the site to provide the maximum visibility of the green space to surrounding properties and public streets.
- b. For any development with a minimum requirement of 20 or more parking spaces and parking areas proposed within 150 feet of an arterial or collector road, there shall be a minimum of 250 square feet of green space provided for every ten parking spaces located in the affected area. This green space shall be reasonably distributed inside the perimeter of the affected parking area. All parking lot islands shall have a minimum required width of ten feet, measured from the back of curb. All parking spaces affected by this standard shall be located within 55 feet of a parking lot island. Parking lot islands shall be planted with trees that are three caliper inches or greater in size and properly spaced for future growth and urban conditions. In addition, all parking areas located within 25 feet of an arterial or collector road must be screened by a permanent landscaped berm and evergreen hedge, containing plant species suitable for urban conditions and measuring at least 30 to 36 inches in height at the finished grade of the parking area.
- c. An irrigation system or other reliable system for watering to ensure long-term survival of trees and other plantings shall be provided for all newly landscaped areas within the parking area and for all green space areas located within ten feet of the exterior perimeter of the parking lot





or any private road or driveway in the development. The planning commission may waive this requirement for unique and innovative landscaping plans that require less water for long-term survival.

(12) Planned commercial developments:

- a. The planning commission may approve a master plan for the overall development of two or more tracts of land in separate ownership as a planned development as defined in section 78-3, provided that the minimum requirements set forth in section 78-11 for frontage to a public street or private access easements are met. The approved master plan shall show the location and placement of all proposed lots, buildings and open space for the entire development and shall also show any area within the development which is proposed to be arranged or grouped so as to allow for common parking, vehicle access and internal circulation, storm drainage, and signage. No site plan or subdivision plat that is inconsistent with the approved master plan shall be approved unless an amended master plan is first submitted to and approved by the planning commission.
- b. In a planned commercial development characterized by a single structure or two or more adjoined structures in separate ownership and having zero-foot side setbacks on internal lot lines, the required front, rear and side setbacks, the usable lot and green space areas, and other technical standards for this district shall be applied by the planning commission as if there were a single owner and structure on the combined tract.
- c. In a planned commercial development characterized by a single structure or two or more tracts in separate ownership and with separate structures, each lot shall meet the minimum technical standards for green space as provided in this section. If a lot in such a development is created without frontage to a public street, the planning commission shall determine which yards shall be treated as the front, rear and side yards after review and recommendation of the planning department. No lot in such a development may be created in such a way as to leave any tract of land without frontage on and/or designated access to a public street.

(Ord. No. 95-30, § 1(11-705), 6-26-95; Ord. No. 96-40, § 2, 10-28-96; Ord. 98-27, § 1, 11-23-98; Ord. No. 2001-17, § 1, 10-22-2001; Ord. No. 2014-23, § 1, 1-26-2015; Ord. No. 2019-07, § 4, 8-26-2019)

Sec. 78-206. - Development standards.

- (a) *Buffer provisions:* In locations where property zoned commercial abuts property zoned residential (either immediately adjacent to or across a public roadway), and a site development plan is submitted for the review and consideration of the planning commission, special care shall be taken to minimize the effects on the adjacent residential area. The following are considered to be minimum standards:
  - (1) A minimum 50-foot buffer strip shall be required on the outer perimeter of the commercial



building lot abutting the property currently zoned for residential use or development. No internal roads or driveways, parking areas, structures or storage of material shall be allowed within the buffer strip. This standard shall not supersede any existing or future agreements which may provide for a greater buffer strip than outlined above.

- (2) The buffer strip shall consist of plantings and physical features sufficient to screen direct view, reduce glare and noise, and provide greater privacy for nearby residential uses. The buffer shall be initially installed for the permanent yearround protection of adjacent property by visually shielding internal activities from adjoining property from ground level view to a minimum height of six feet. A landscaping plan detailing the type, substance, design, width, height, opacity, growing period to maturity, time schedule for installation, and responsibility for perpetual maintenance of the buffer strip shall be submitted to and approved by the planning commission.
- (3) The landscaping provisions of this section may be varied or reduced if the proposed plan provides for unique and innovative landscaping treatment or physical features that, in the opinion of the planning commission, meet the intent and purpose of this section. In instances where significant physical features exist (e.g., railroads, interstate and other major highways, hillsides, preserved wooded areas, etc.) which in the opinion of the planning commission provide adequate buffering between land uses, the existing buffers may be used to meet the landscaping provisions of this section.
- (4) Prior to the issuance of a building permit, a security acceptable to the city shall be required to ensure completion of all landscaping/screening provisions as outlined in the plan approved by the planning commission. The security shall be posted in an amount equal to 110 percent of the total estimated costs of the materials and installation of the improvements. Upon the issuance of a certificate of occupancy for the building, a maintenance bond or similar form of security acceptable to the city shall be required for a period of one year to ensure that the vegetation remains as a living and viable screen.
- (b) *Off-street parking and loading.* The number, size and design of all parking spaces, internal access ways and loading spaces shall comply with the off-street parking requirements set forth in article VI of this chapter.
- (c) *Lighting.* Adequate outside lighting shall be provided to ensure safe movement of persons and vehicles and for security purposes. At the same time, such lighting shall be arranged so as to minimize glare and reflection on adjacent residential properties and public streets. The planning commission may require the submission of a lighting plan by a qualified professional engineer to ensure that the illumination of outside lighting as designed and installed does not exceed three footcandles measured at the property line of abutting property zoned for residential use or development.
- (d) *Signs.* The visual transfer of business advertising and other public information through the use of





external signs in this zoning district shall comply with the sign regulations set forth in article V of this chapter.

- (e) *Vehicle access control.* The location and design of all driveways and accesses that allow vehicles to enter public streets from any lot developed in this zoning district shall comply with vehicle access control regulations set forth in article VII of this chapter.
- (f) *Internal street design.* All internal streets, drives, roadways, and parking and loading areas shall meet the construction standards for streets as set forth in the subdivision regulations of the city. All internal streets shall be privately constructed and maintained. The maximum grade on any street shall be six percent. All street intersections shall be at right angles. The minimum pavement width of any internal street, road or drive shall be 24 feet for two-way traffic and at least 18 feet for one-way traffic. With the exception of designated passenger dropoff areas and loading and unloading spaces, the minimum distance between any building and any internal street or drive shall be 15 feet, while the minimum distance between any building and any parking space shall be ten feet. For small commercial and service institution uses of less than 10,000 square feet, the planning commission may reduce the distance between buildings and internal drives and parking spaces to not less than five feet, provided the site does not have a through traffic movement from adjoining or nearby land uses.
- (g) *Erosion control and stormwater management.* The control of erosion during and after development and the design of drainage systems suitable to handle stormwater runoff after the site is developed shall comply with the requirements of chapter 56 of this Code and the subdivision regulations of the city.
- (h) *Utility provisions.* All developments shall be served with minimum public sanitary sewer and water lines of eight inches and six inches respectively, with actual sizing and other technical requirements for connection to public utilities subject to approval by the water/sewer department. This requirement may be waived upon approval of the planning commission and by formal resolution of the board of commissioners, provided a connection is made to another public sewer system or the use of a septic tank, drainfield or other private sewage treatment facility is authorized in advance by the county health department. All electric, telephone and similar service lines and wiring shall be installed underground, and there shall be no new overhead wiring in any commercial development.
- (i) *Exterior treatment.* Any proposed land use or development approved by the planning commission shall be designed and constructed of materials so as to be architecturally compatible with the architectural character of the general area.
- (j) *Tree management.* The planting, maintenance and removal of trees in this zoning district shall comply with the tree management regulations set forth in article VIII of this chapter.
- (k) *Solid waste.*
  - (1) Each site shall provide a solid waste storage and disposal area, in accordance with the



requirements of section 78-20 of this Code.

- (2) Solid waste disposal and storage areas shall be constructed of durable brick or masonry materials that match the exterior treatment used on the building.
  - (3) The planning commission may approve, under exceptional circumstances, a method for shared solid waste and disposal areas among adjoining land uses and/or parcels if the proposal improves operational efficiency and convenience and meets the projected solid waste storage and disposal requirements of each participant. As a condition for approval, the planning commission shall require the participating property owners to establish and record on a final plat a permanent access and use easement with language acceptable to the city attorney to ensure permanent joint availability and establish responsibility for maintenance of the shared storage and disposal area.
  - (4) The above requirements shall apply to all site plans submitted to the planning commission for consideration in this zoning district, including redevelopment of an existing developed site.
  - (5) Each site in existence at the date of adoption of this subsection [April 9, 2001] shall be brought into compliance with the provisions herein no later than May 1, 2006, unless redevelopment occurs first.
- (l) *Screening of equipment.* Ground and roof level electrical transformers, heat and air conditioning equipment and similar facilities shall be screened from public view.
- (m) *Noise.* Limitations on noise intensity shall apply as detailed in chapter 42, article VI, division 2 of this Code. In instances where the planning department staff or the planning commission determines that a new commercial development site plan or redevelopment or reuse of the existing building and lot may result in objectionable noise so as to cause a nuisance, the staff or the commission may require that such additional information be provided or studies be performed as may be necessary to assist in evaluating the potential noise impact of the development or use and the mitigation options for reducing such noise impact. The planning commission may direct that the cost of providing such information or studies be paid by the applicant. The planning commission may require additional buffers or such other physical features or containment measures as may be necessary to mitigate the noise.

(Ord. No. 95-30, § 1(11-706), 6-26-95; Ord. No. 97-17, § 1, 8-11-97; Ord. No. 2001-01, § 1, 4-9-2001; Ord. No. 2006-04, § 2, 4-24-2006; Ord. No. 2008-02, § 11, 3-24-2008; Ord. No. 2014-07, § 3, 2-9-2015)

Sec. 78-207. - Redevelopment/improvement of existing site.

- (a) "Redevelopment," as used in this section, shall mean a substantial change in the character of an existing lot which was substantially developed prior to 1980, as determined by the planning commission, including but not limited to the construction of a new principal structure. "Improvement,"



as used in this section, shall mean an alteration which does not substantially change the character of an existing lot, as determined by the planning commission, including but not limited to the construction of accessory structures or additions to existing principal structures.

- (b) It is recognized that certain property in the city was developed prior to adoption of the latest technical and development standards in the district. When an existing site is redeveloped or improved, the site shall be brought into conformance with the technical and development standards of this division to the greatest extent feasible. Notwithstanding the foregoing, exceptions to these standards may be approved by the planning commission when it determines that a redevelopment plan will enhance or significantly upgrade the existing property to the betterment of the community and/or that full compliance will pose an undue burden on the property owner. Furthermore, minor exceptions to these standards may be approved by the planning commission when it determines that improvements to a previously developed site will enhance or significantly upgrade the existing property and/or that full compliance will pose an undue burden on the property owner.

(Ord. No. 95-30, § 1(11-707), 6-26-95; Ord. No. 2005-08, § 1, 5-23-2005)

#### Sec. 78-208. - Planning commission review.

Prior to consideration by the planning commission of any development proposal within the zoning district established in this division, a site plan drawn to a scale no smaller than one inch equals 200 feet shall first be submitted to the planning department staff for review and recommendations prior to consideration by the planning commission. The site plan shall contain the following additional information:

- (1) Name, address and phone number of owner, developer and applicant.
- (2) A written statement from the property owner, if other than the applicant, stating that the applicant is acting on his behalf in the submission of this development plan.
- (3) Small scale location map of the proposed site.
- (4) Zoning classification of the site and the acreage involved.
- (5) Topographical contours at five-foot intervals.
- (6) Identification of floodplain boundaries and information as per Federal Emergency Management Agency (FEMA) maps.
- (7) Erosion and sediment control measures, and location of any waterway natural areas, in accordance with the requirements of chapter 56 of this Code.
- (8) Location and dimension of internal streets, internal traffic circulation patterns, sidewalks, proposed vehicle access points to public streets, off-street parking spaces and loading areas (including area designated for reduced parking approval), and solid waste disposal areas.
- (9) Drainage calculations and stormwater management plan, in accordance with the requirements of



chapter 56 of this Code.

- (10) Landscaping plan, including: calculations of green space areas; landscaping/screening features including the type, number, caliper and location of plantings; buffer strips; and provisions or agreements for the maintenance of green space.
- (11) Location and size of existing and proposed water and sewer lines, other underground utilities, storm drainage and any existing easements.
- (12) Land use table outlining proposed uses and overall densities.
- (13) Development schedule generally setting forth when the applicant intends to commence construction and the anticipated completion date.
- (14) All structures and vehicle access locations on adjacent or abutting properties within 500 feet of the proposed development.
- (15) Building footprint, applicable building setbacks, and color elevation drawings of structures showing height of buildings and exterior treatment.
- (16) Location and illumination patterns of exterior lighting and any sound impact from the land use, if applicable.
- (17) Location of any temporary construction trailers.
- (18) Signage plan, including:
  - a. The maximum total sign area, and number of each type of sign to be included on the property, pursuant to article V of this chapter.
  - b. The location, dimensions and base of any existing or proposed signs.
  - c. Color scheme, lettering/graphic style, lighting and materials for all signs.
- (19) Historically significant sites and significant natural and manmade features or resources, including hillsides in excess of 25 percent grade.
- (20) Type of construction.
- (21) Any additional information that the planning commission may require for the purpose of promoting the health, safety and general welfare of the community.

(Ord. No. 95-30, § 1(11-708), 6-26-95; Ord. No. 2002-04, § 4, 4-8-2002; Ord. No. 2003-06, § 2, 5-27-2003; Ord. No. 2008-02, §§ 12, 13, 3-24-2008; Ord. No. 2008-08, § 9, 6-24-2008)

Sec. 78-209. - Reserved.

**Editor's note—** Ord. No. 2008-08, § 10, adopted June 24, 2008, repealed § 78-209, which pertained to administrative approval and derived from Ord. No. 2002-04, § 5, adopted Apr. 8, 2002. See § 78-42 for provisions pertaining to administrative approval.





# Brentwood, TN Code of Ordinances for C-1 Zoning



Brentwood, TN Code of Ordinances

11/27/24, 1:39 PM

Secs. 78-210—78-220. - Reserved.

about:blank

Page 11 of 11

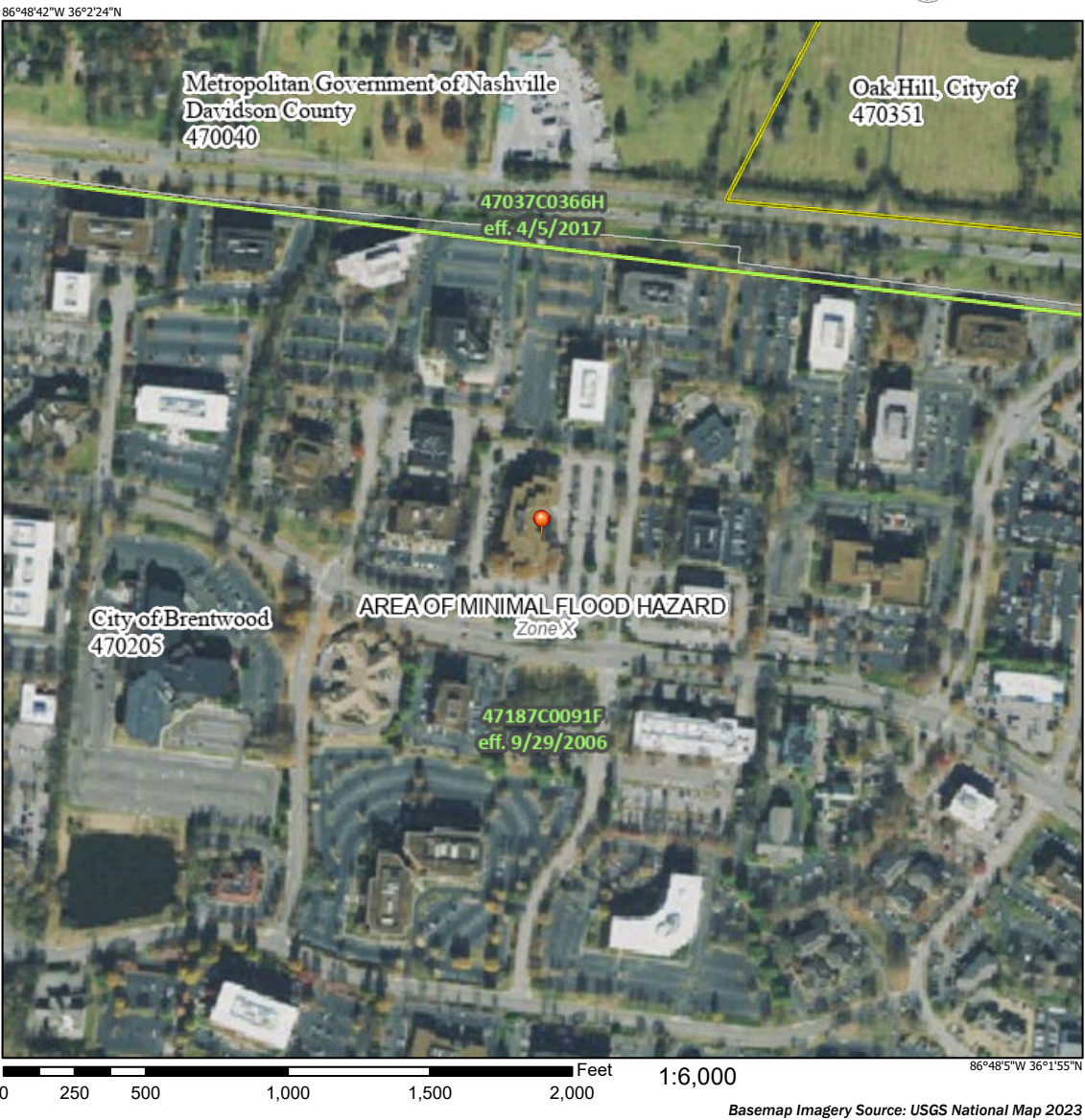




# Flood Map



## National Flood Hazard Layer FIRMette



### Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee, See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
OTHER FEATURES		Levee, Dike, or Floodwall
		Cross Sections with 1% Annual Chance Water Surface Elevation
MAP PANELS		Digital Data Available
		No Digital Data Available
MAP PANELS		Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

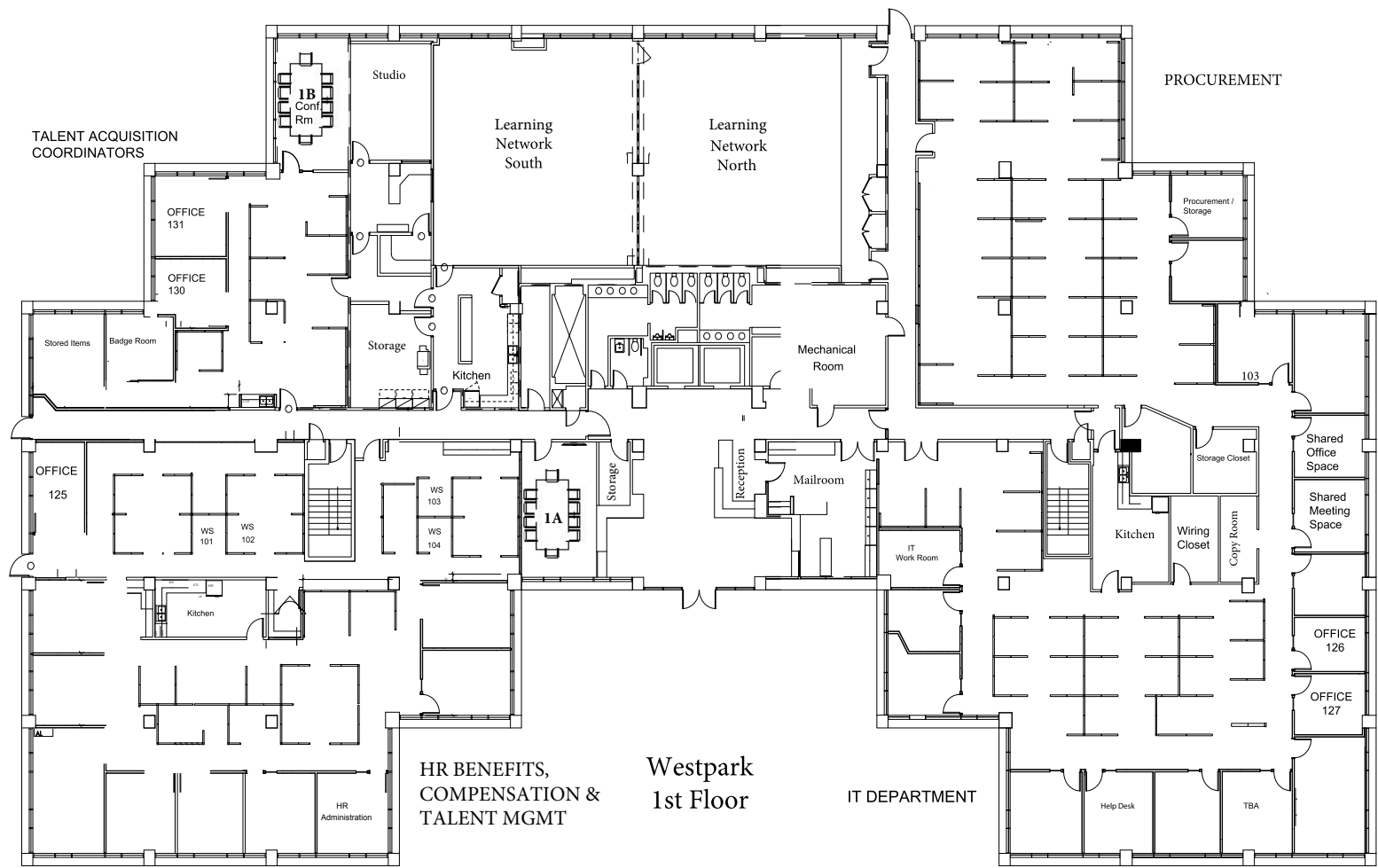
The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 12/16/2024 at 11:07 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

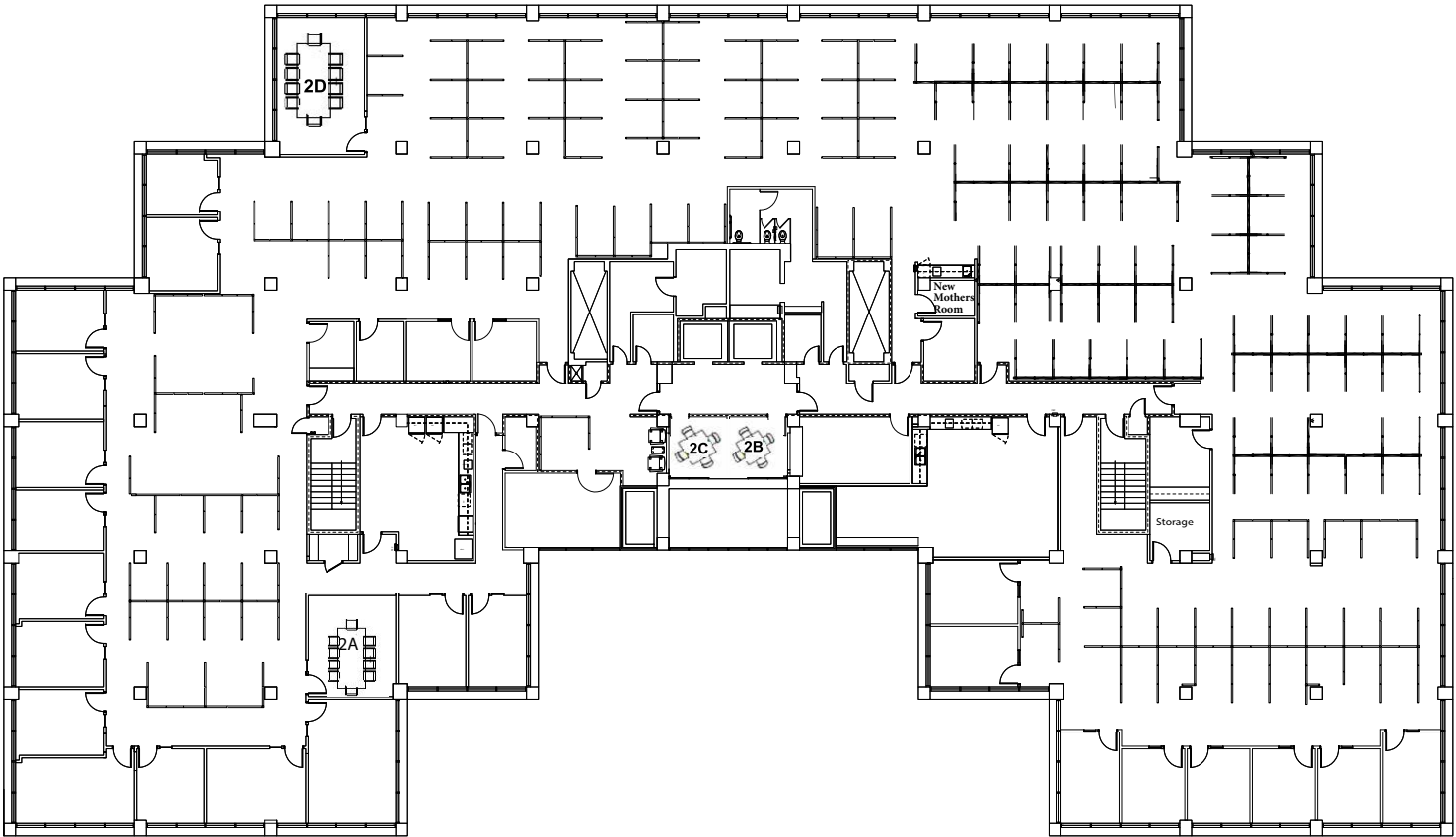




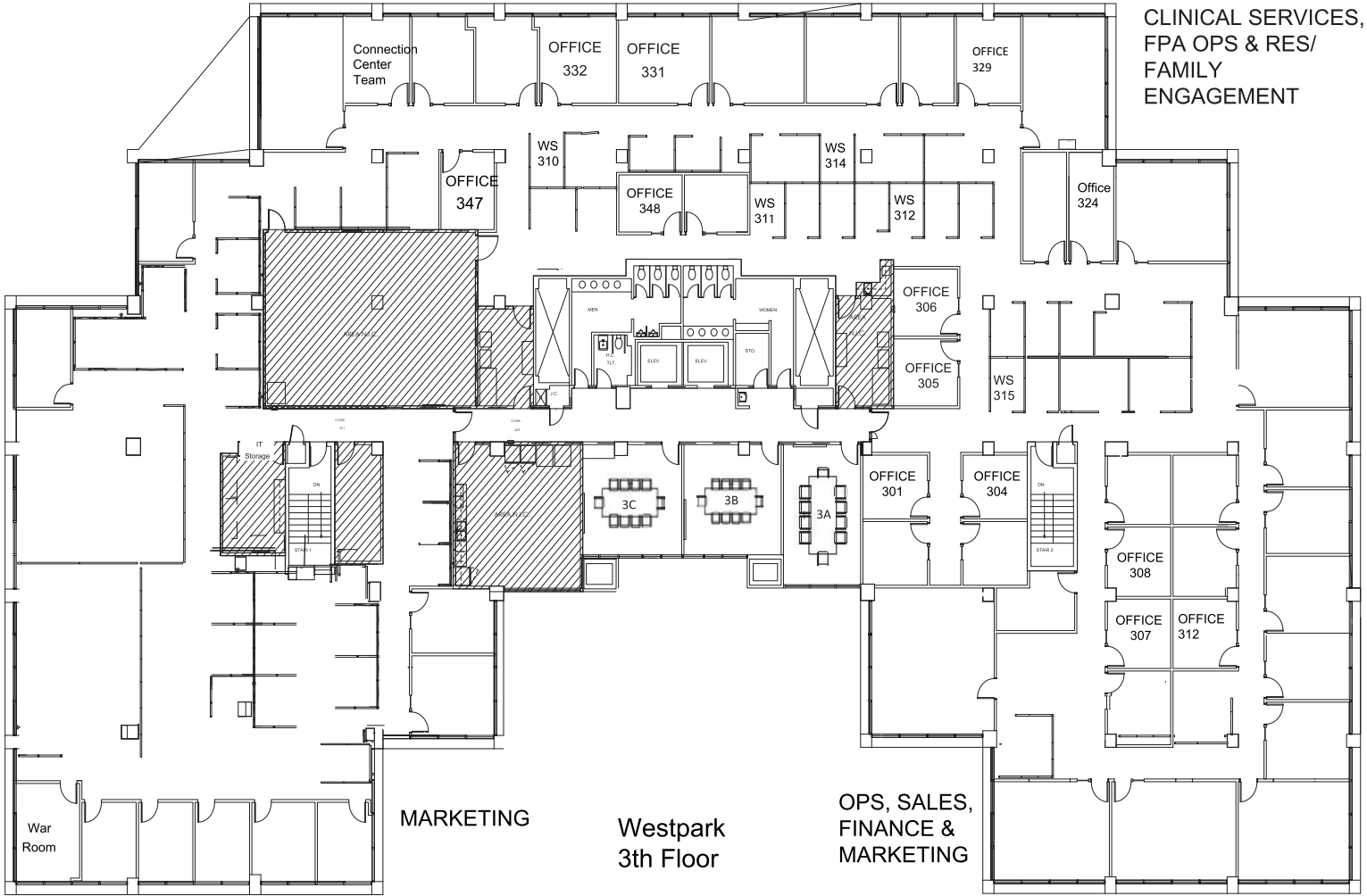
# Floor Plan



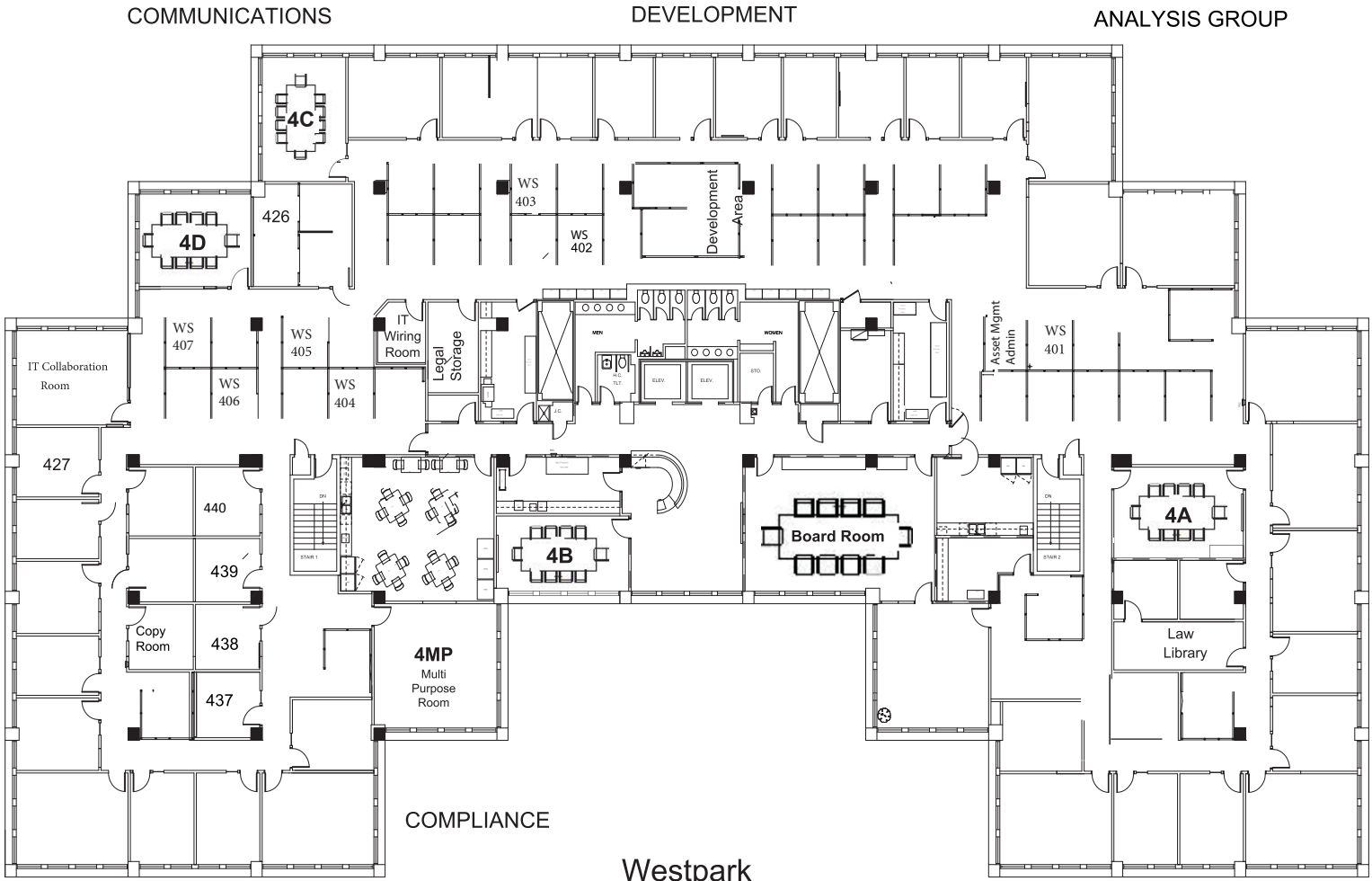












Westpark  
4th Floor

CORP  
DEVELOPMENT,  
FINANCE, LEGAL  
AND EXECUTIVE





# Form of Foreclosure Contract



## FORECLOSURE CONTRACT

I, \_\_\_\_\_, (referred to herein as “Bidder”), being present at the foreclosure auction of that certain real property located in Williamson County, Tennessee, (the “Foreclosed Property”), a description of said Foreclosed Property being contained in the Foreclosure Notice attached hereto as **Exhibit A** and incorporated herein by reference, and said property having been advertised for sale in the Foreclosure Notice published in the Ledger, a paper of general circulation on December 20, 2024, December 27, 2024 and January 3, 2025, said foreclosure auction being called by Charles S. Sanger, Substitute Trustee (“Substitute Trustee”), and conducted by McLemore Auction, on January 16, 2025, at 11:00 a.m. Central Daylight Time, at the Foreclosed Property in Brentwood, Tennessee, 37027, being the highest and best bidder, in the amount of \$ \_\_\_\_\_ (“Bid Amount”) do hereby agree to deliver to Substitute Trustee by wire transfer the amount of fifteen percent (15%) of the Bid Amount (the “Nonrefundable Payment”) not later than 4:00 p.m. CDT on January 16, 2025, time being of the essence of this contract, at the offices of Bradley Arant Boult Cummings LLP, 1221 Broadway, Suite 2400, Nashville, Tennessee 37203, or as Substitute Trustee directs, with the remaining balance of the Bid Amount to be paid by wire transfer of funds on or before 4:00 p.m. CDT on February 14, 2025. The Substitute Trustee upon receipt of good funds in the full Bid Amount agrees to deliver to Bidder a Substitute Trustee’s Deed and Bill of Sale on the Foreclosed Property.

BIDDER ACKNOWLEDGES THAT THE FORECLOSED PROPERTY IS SOLD AND BIDDER ACCEPTS THE FORECLOSED PROPERTY “AS IS, WHERE IS” WITH NO WARRANTIES WHATSOEVER INCLUDING NO WARRANTY OF MERCHANTABILITY AND NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

Bidder understands, acknowledges and agrees that in the event Bidder does not fully and timely perform under the terms and conditions of this Contract, Bidder will be in breach of this Contract, and that the Substitute Trustee shall have the right to terminate this Contract, that Bidder shall forfeit the Nonrefundable Payment as partial liquidated damages, and that Substitute Trustee shall have the right to resell the Foreclosed Property to the next highest bidder without further advertisement, offer or notice, and with full reservation of rights under this Foreclosure

4910-5149-7484  
207166-401004





Contract and the additional right to pursue all rights and remedies afforded the Substitute Trustee by Tennessee law against Bidder, including, without limitation, the right to bring suit for damages and/or specific performance resulting from Bidder’s breach of this contract, and to recover its court costs and reasonable attorney’s fees.

WITNESS our hands, on this \_\_\_\_ day of January, 2025.

_____	_____
BIDDER	SUBSTITUTE TRUSTEE
_____	Charles S. Sanger
_____	Bradley Arant Boult Cummings LLP
_____	1221 Broadway, Suite 2400
_____	Nashville, TN 37203
Address	
_____	(615) 252-2331
Telephone Number	

BRADLEY ARANT BOULT CUMMINGS LLP WIRING INSTRUCTIONS

**Bank Name / Address:** [REDACTED]

**Account Name:** [REDACTED]

**(Wire)** [REDACTED]



**EXHIBIT A**  
**NOTICE OF FORECLOSURE SALE**

Default having occurred under that Commercial Deed of Trust, Security Agreement, Assignment of Rents and Profits and Fixture Filing (the "**Deed of Trust**") dated September 19, 2016, executed by **CV Brentwood Properties, LLC**, to Larry B. Garrett, Trustee, the Deed of Trust being of record in Book 6876, page 904, Register's Office for Williamson County, Tennessee (as amended); and Charles S. Sanger, having been duly appointed Successor Trustee by instrument of record in Book 9626, page 717, said Register's Office;

NOW, THEREFORE, I, Charles S. Sanger, as Successor Trustee and not otherwise, acting upon the demand of First National Bank of Tennessee, which is the lawful owner and holder of the indebtedness secured by the Deed of Trust, will, on

January 16, 2025

at eleven o'clock in the morning (11:00 a.m.) at 111 Westwood Place, Brentwood, Tennessee, sell to the highest bidder for cash, at public outcry, the following described property (the "**Property**") in Williamson County, Tennessee:

Being a Tract of Land in the 15th Civil District of Williamson County, City of Brentwood, Tennessee, being known as Lot Number 9 as recorded by the Final Subdivision Plat of Maryland Farms, Section 4 recorded in Book 8, Page 38, Register's Office for Williamson County, Tennessee and being more fully described as follows:

Beginning at an iron pin set on the northerly right-of-way line of Maryland Way, a 90 foot wide road as recorded by the Final Subdivision Plat of Maryland Farms; Section 4 recorded in Book 8, Page 38, Register's Office for Williamson County, Tennessee; said pin being at the westerly end of the northwesterly end of the northwesterly return curve at the intersection of Maryland Way and Westwood Place, a 50 foot wide road as recorded by the Final Subdivision Plat of Maryland Farms, Section 10 recorded in Plat Book 8, Page 71, Register's Office for Williamson County, Tennessee, thence,

1. With the northerly right-of-way line of Maryland Way N 86°17'00" W, 164.05 feet to an existing iron pin set; thence,
2. With a 1709.23 foot radius curve to the right a distance of 247.21 feet to an iron pin set; said curve has a chord bearing and distance of N 82°08'23" W, 247.00 feet; said point being at the southerly common property corner of Lot Number 28 as recorded by the Final Subdivision plat of Maryland Farms, Section 18 recorded in Plat Book 9, Page 25, Register's Office for Williamson County, Tennessee and the herein described tract; thence,
3. Leaving said right-of-way line of Maryland Way and with the easterly property line of Lot Number 28, N 12°00'13" E, 72.19 feet to an iron pin set; thence,
4. N 3°43'00" E, 439.72 feet to an existing iron pin at the common property corner with the James M. Ward property as recorded in Will Book 41, Page 969, County Court Clerk's Office for Williamson County, Tennessee; thence

4910-5149-7484  
207166-401004



5. With the southerly property line of said Ward property, S 86°17'00" E, 425.00 feet to an existing concrete monument on the westerly right-of-way line of Westwood Place; thence
6. With the westerly right-of-way line of said road, S 3°43'00" W, 504.00 feet to an existing iron pin; said pin being at the northerly end of the northwesterly return curve at said intersection of Westwood Place and Maryland Way; thence
7. With a 25-foot radius curve to the right a distance of 39.27 feet to the point of beginning; said curve has a chord bearing and distance of S 48°43'00" W, 35.36 feet and contains 223,786 square feet or 5.137 acres, more or less.

Being the same property conveyed to CV Brentwood Properties, LLC of record in Book 6094, Page 196, Register's Office for Williamson County, Tennessee.

The street address of the Property is:

111 Westwood Place, Brentwood, Tennessee 37027

In accordance with the Deed of Trust and Tennessee Code Annotated Section 47-9-604, the sale of the Property will be combined with the sale of all furniture, fixtures, appliances, machinery, equipment, and all personal property and any replacements and proceeds and substitutions owned by CV Brentwood Properties, LLC and located thereon, attached to, or hereafter acquired or located thereon or attached thereto, and all lighting, heating, cooking ventilating, air conditioning, incinerating, sprinkling and plumbing systems and all pipes, wires, attached fixtures and apparatus forming a part of or used in connection therewith, and all cooking appliances, cabinets, windows, doors and all wall to wall carpeting located thereon.

The Successor Trustee, in order to accomplish the most advantageous sale and consequent discharge of his obligation under the Deed of Trust, reserves the right to do any or all of the following: (i) By oral announcement, to adjourn the sale to another time during regular business hours on a different day, but at the same place; (ii) By oral announcement, Successor Trustee may elect to delay the sale for a reasonable time during regular business hours on the same day, to be continued at the same place at the announced time, in order to enable any bona fide bidder to determine and submit a bid, so long as no potential purchaser is thereby precluded from placing a bid; and/or; (iii) By oral announcement, to sell the secured property in such lots, parcels, segments or separate estates as may accomplish the most advantageous sale and consequent discharge of his or her trust obligation under the circumstances, and to this end Successor Trustee may sell the property first in whole and then in part, and ultimately consummate the sale in which ever manner produces the most advantageous result

All bids entered at the sale shall be considered as legitimate and binding, and the highest and best bidder shall be required to execute a Foreclosure Contract immediately upon conclusion of the bidding. The Foreclosure Contract will require fifteen percent (15%) payment of the high bid amount in cash, wire transfer or certified check upon execution with the balance of the high bid amount due in cash, wire transfer or certified check within thirty (30) days. A backup bid may be received at the time the foreclosure sale is cried from the next highest bidder, such that in the event the high bidder does not fully and timely perform under the Foreclosure Contract, the Substitute Trustee may sell the Property to the next highest bidder without further

4910-5149-7484  
207166-401004



advertisement, offer or notice, and with full reservation of rights under the Foreclosure Contract. Additional terms of the Foreclosure Contract may be obtained from the Successor Trustee at the address below or at the following website : <https://www.mcmoreauktion.com/auction/2900>.

The Property shall be sold in its AS-IS and WHERE-IS condition and without representation or warranty of any type express or implied and shall be subject to any and all prior liens, encumbrances, deeds of trust, easements, restrictions, building lines, unpaid taxes and assessments (plus penalty and interest, if any), and any redemptive rights (including redemptive rights of any taxing authority by reason of any tax liens), plus any and all other matters and encumbrances superior in right to the lien of the Deed of Trust.

This 18<sup>th</sup> day of December, 2024.

---

Charles S. Sanger, as Successor Trustee, and not  
otherwise  
1221 Broadway, Suite 2400  
Nashville, Tennessee 37203  
(615) 252-2331

BRADLEY ARANT BOULT CUMMINGS LLP

By: \_\_\_\_\_  
Peter Sales  
Attorneys for Successor Trustee

INSERTION DATES: December 20, 2024, December 27, 2024 and January 3, 2025.



# Form of Successor Trustee's Deed



## SUCCESSOR TRUSTEE'S DEED

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
	Map/Parcel 012D C 010.00	Same
This instrument prepared by: Bradley Arant Boult Cummings LLP (CSS) 1221 Broadway, Suite 2400, Nashville, TN 37203		

WHEREAS, **CV Brentwood Properties, LLC**, by Deed of Trust (the "**Deed of Trust**") dated September 19, 2016, transferred and conveyed to **Larry B. Garrett**, Trustee, the property described in **Exhibit A** hereto (the "**Property**") (the Deed of Trust being of record in Book 6876, page 904, Register's Office for Williamson County, Tennessee); and

WHEREAS, a Successor Trustee has been appointed by the lawful owner and holder of the indebtedness secured by the Deed of Trust (said Appointment of Successor Trustee being of record in Book 9626, page 717, said Register's Office); and

WHEREAS, the indebtedness secured by the Deed of Trust has become overdue and unpaid, and the lawful holder and owner of said debt has called upon the Successor Trustee to foreclose the Deed of Trust; and

WHEREAS, the Successor Trustee, after due advertisement as required by law and as required by the terms of the Deed of Trust, offered the Property for sale to the highest bidder for cash, at public outcry, at eleven o'clock in the morning (11:00 a.m.), January 16, 2025, at the front door of the Property in Brentwood, Tennessee when and where \_\_\_\_\_ ("**Grantee**"), became the last and highest bidder for cash at the price of \_\_\_\_\_ (\$ \_\_\_\_\_).

NOW, THEREFORE, in his capacity as Successor Trustee, and not otherwise, and in consideration of the premises and payment of the sum stated above, the receipt and sufficiency of which are acknowledged, Charles S. Sanger, Successor Trustee hereby conveys the Property to the Grantee and the Grantee's heirs or successors and assigns.

TO HAVE AND TO HOLD the Property in as full and complete manner as the undersigned, in his capacity as Successor Trustee, and not otherwise, has the power to convey the same.

Charles S. Sanger, as Successor Trustee, and not otherwise, warrants the title to the Property to the Grantee and Grantee's heirs or successors and assigns, against the lawful claims of all persons claiming by, through or under him. The Property is sold, however, without any other warranty as to the quantity or quality thereof, and expressly subject to the following:

1. Any and all unpaid taxes and assessments, plus interest and penalty, if any.





2. Plan of record in Plat Book 8, page 38, said Register's Office.
3. Underground Utility Easement including terms and conditions thereof as recorded in Book 904, Page 501, said Register's Office.
4. Subject to Easement for ingress and egress over and across Westwood Place as set out in Deed of record in Book 437, Page 2, said Register's Office.
5. Any and all other prior restrictions, encumbrances, or liens of any nature including without limitation the right(s) of redemption of any taxing authority.

Words used herein indicating number or gender shall be read as context may require.

Dated this \_\_\_\_\_ day of January, 2025.

---

Charles S. Sanger, as Successor Trustee, and not otherwise



# Form of Successor Trustee's Deed



STATE OF TENNESSEE    )  
COUNTY OF DAVIDSON   )

Personally appeared before me, \_\_\_\_\_, a  
Notary Public in and for said County and State, the within named Charles S. Sanger, Successor  
Trustee, the bargainor, with whom I am personally acquainted (or to me proved on the basis of  
satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the  
purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this \_\_\_\_ day of  
\_\_\_\_\_, 2025.

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

My Commission Expires: \_\_\_\_\_

The actual consideration for this transfer or value of the property transferred,  
whichever is greater, is \$ \_\_\_\_\_.

\_\_\_\_\_  
AFFIANT

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

My Commission Expires: \_\_\_\_\_





## EXHIBIT A

### LEGAL DESCRIPTION

Being a Tract of Land in the 15th Civil District of Williamson County, City of Brentwood, Tennessee, being known as Lot Number 9 as recorded by the Final Subdivision Plat of Maryland Farms, Section 4 recorded in Book 8, Page 38, Register's Office for Williamson County, Tennessee and being more fully described as follows:

Beginning at an iron pin set on the northerly right-of-way line of Maryland Way, a 90 foot wide road as recorded by the Final Subdivision Plat of Maryland Farms; Section 4 recorded in Book 8, Page 38, Register's Office for Williamson County, Tennessee; said pin being at the westerly end of the northwesterly end of the northwesterly return curve at the intersection of Maryland Way and Westwood Place, a 50 foot wide road as recorded by the Final Subdivision Plat of Maryland Farms, Section 10 recorded in Plat Book 8, Page 71, Register's Office for Williamson County, Tennessee, thence,

1. With the northerly right-of-way line of Maryland Way N 86°17'00" W, 164.05 feet to an existing iron pin set; thence,
2. With a 1709.23 foot radius curve to the right a distance of 247.21 feet to an iron pin set; said curve has a chord bearing and distance of N 82°08'23" W, 247.00 feet; said point being at the southerly common property corner of Lot Number 28 as recorded by the Final Subdivision plat of Maryland Farms, Section 18 recorded in Plat Book 9, Page 25, Register's Office for Williamson County, Tennessee and the herein described tract; thence,
3. Leaving said right-of-way line of Maryland Way and with the easterly property line of Lot Number 28, N 12°00'13" E, 72.19 feet to an iron pin set; thence,
4. N 3°43'00" E, 439.72 feet to an existing iron pin at the common property corner with the James M. Ward property as recorded in Will Book 41, Page 969, County Court Clerk's Office for Williamson County, Tennessee; thence
5. With the southerly property line of said Ward property, S 86°17'00" E, 425.00 feet to an existing concrete monument on the westerly right-of-way line of Westwood Place; thence
6. With the westerly right-of-way line of said road, S 3°43'00" W, 504.00 feet to an existing iron pin; said pin being at the northerly end of the northwesterly return curve at said intersection of Westwood Place and Maryland Way; thence
7. With a 25-foot radius curve to the right a distance of 39.27 feet to the point of beginning; said curve has a chord bearing and distance of S 48°43'00" W, 35.36 feet and contains 223,786 square feet or 5.137 acres, more or less.

Being the same property conveyed to CV Brentwood Properties, LLC of record in Book 6094, Page 196, Register's Office for Williamson County, Tennessee.



McLemore Auction Company

For more information:

Will McLemore  
(615) 636-9602  
[will@mclemoreauktion.com](mailto:will@mclemoreauktion.com)

## **Premier Maryland Farms office building set for foreclosure auction**

BRENTWOOD, Tennessee -- A landmark office property in one of Nashville's most prestigious suburban markets will sell at foreclosure auction, with McLemore Auction Company conducting the live, on-site sale on Thursday, January 16.

The Westpark Building, a five-story office property featuring 98,656± rentable square feet, sits on 5.14 acres at the prominent corner of Westwood Place and Maryland Way in Brentwood's Maryland Farms office park.

"This is a rare opportunity to acquire a significant commercial property in one of Middle Tennessee's most sought-after office markets," said Will McLemore, president of McLemore Auction Company. "The building's location less than a mile from I-65, combined with its floor plan and ample parking, makes it an attractive investment opportunity."

Built in 1982, the well-maintained building includes four stories of office space plus a mechanical penthouse level. The property features multiple entrances with professional lobby areas, three elevators, and extensive surface parking. The building's brick veneer exterior with tinted glass windows presents an impressive corporate image consistent with Maryland Farms' reputation for quality office space.

"The property's flexible floor plans, professional finishes, and prime location provide excellent potential for single-tenant occupancy or multi-tenant configurations," McLemore noted.

The foreclosure auction will be conducted live on-site at 111 Westwood Place in coordination with First National Bank of Tennessee's substitute trustee. The property will sell to the highest bidder "as-is, where-is" with no warranties expressed or implied.

Detailed information about the property is available at [www.mclemoreauktion.com](http://www.mclemoreauktion.com). The auction will begin at 11:00 AM CT on Thursday, January 16.

McLemore Auction Company, headquartered in Nashville, markets real estate and other assets throughout the Southeastern United States, specializing in complex commercial properties and bankruptcy sales.

###



# Tax Information



## LOCATION

<b>Property Address</b>	111 Westwood Pl Brentwood, TN 37027-5021
<b>Subdivision</b>	Maryland Farms Sec 4
<b>County</b>	Williamson County, TN

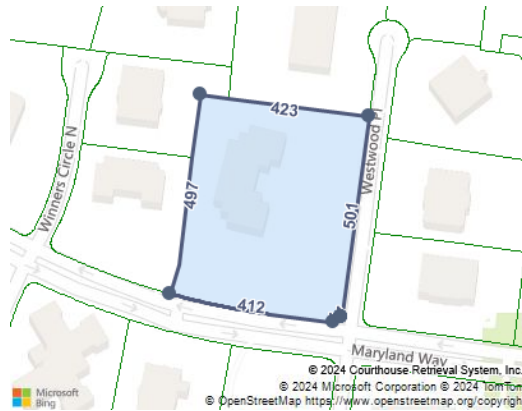
## PROPERTY SUMMARY

<b>Property Type</b>	Commercial
<b>Land Use</b>	911
<b>Improvement Type</b>	General Office
<b>Square Feet</b>	107339

## GENERAL PARCEL INFORMATION

<b>Parcel ID/Tax ID</b>	012D C 010.00 000
<b>Special Int</b>	000
<b>Alternate Parcel ID</b>	
<b>Land Map</b>	012D
<b>District/Ward</b>	Brentwood
<b>2020 Census Trct/Blk</b>	503.04/2
<b>Assessor Roll Year</b>	2023

Wednesday, December 18, 2024



## CURRENT OWNER

<b>Name</b>	Cv Brentwood Properties LLC
<b>Mailing Address</b>	500 Wilson Pike Cir Ste 228 Brentwood, TN 37027-3261

## SCHOOL ZONE INFORMATION

<b>Scales Elementary School</b>	2.5 mi
Elementary: K to 5	Distance
<b>Brentwood Middle School</b>	1.5 mi
Middle: 6 to 8	Distance
<b>Brentwood High School</b>	1.5 mi
High: 9 to 12	Distance

## SALES HISTORY THROUGH 11/15/2024

Date	Amount	Buyer/Owners	Seller	Instrument	No. Parcels	Book/Page Or Document#
12/12/2013	\$24,815,000	Cv Brentwood Properties LLC	Multiple Owners	Physical Difference		
12/31/2008		Prudential Insurance Co Of America	The Prudential Insurance			
10/4/1995	\$8,250,000	The Prudential Insurance	Westparkrealty L P	Accepted Warranty Deed Sale		1332/162
3/18/1993	\$5,000,000	Westparkrealty L P	Mfcc Ltd	Accepted Warranty Deed Sale		1057/872
12/11/1987		Mfcc Ltd	Mfcc Ltd			707/318
12/10/1987		Mfcc Ltd	The Prudential Insurance			707/315
3/11/1983	\$644,000			Non-Qualfd Warranty Deed Sale		437/2
1/1/1981	\$642,500			Non-Qualfd Warranty Deed Sale		401/300

## TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount	Jurisdiction	Rate
<b>Appraisal Year</b>	2023	<b>Assessment Year</b>	2023	<b>Brentwood</b>	0.29

COPYRIGHT © 2024 COURTHOUSE RETRIEVAL SYSTEM, INC. ALL RIGHTS RESERVED.  
Information Deemed Reliable But Not Guaranteed.





Property Report for 111 WESTWOOD PL, cont.

Appraised Land	\$2,713,900	Assessed Land	\$1,938,680	Williamson	1.88
Appraised Improvements	\$14,540,000	Assessed Improvements	\$5,816,000		
Total Tax Appraisal	\$17,253,900	Total Assessment	\$7,754,680		
		Exempt Amount			
		Exempt Reason			

TAXES

Tax Year	City Taxes	County Taxes	SSD Taxes	Total Taxes
2023	\$22,488.57	\$145,787.98	\$0	\$168,276.56
2022	\$22,488.57	\$145,787.98	\$0	\$168,276.56
2021	\$22,488.57	\$145,787.98	\$0	\$168,276.56
2020	\$22,932.43	\$141,416.66	\$0	\$164,349.10
2019	\$22,932.43	\$141,416.66	\$0	\$164,349.10
2018	\$22,932.43	\$136,957.58	\$0	\$159,890.01
2017	\$22,932.43	\$135,683.56	\$0	\$158,615.99
2016	\$22,932.43	\$133,772.52	\$0	\$156,704.95
2015	\$20,763.07	\$106,646.69	\$0	\$127,409.76
2014	\$20,763.07	\$106,646.69	\$0	\$127,409.76
2013	\$20,763.07	\$106,646.69	\$0	\$127,409.76

MORTGAGE HISTORY

Date	Loan Amount	Borrower	Lender	Book/Page or Document#
09/19/2016	\$10,000,000	Cv Brentwood Properties LLC	First National Bank Of Tennessee	6876/904 16041304

PROPERTY CHARACTERISTICS: BUILDING

Building # 1				
Type	General Office	Condition		Units
Year Built	1982	Effective Year	1982	Stories 4
BRs		Baths	F H	Rooms
Total Sq. Ft.	107,339			
Building Square Feet (Living Space)		Building Square Feet (Other)		
		Utility (finished) 3,947		

- CONSTRUCTION

Quality	Roof Framing
Shape	Roof Cover Deck
Partitions	Cabinet Millwork
Common Wall	Floor Finish
Foundation	Interior Finish
Floor System	Air Conditioning
Exterior Wall	Heat Type
Structural Framing	Bathroom Tile
Fireplace	Plumbing Fixtures

- OTHER

Occupancy	Building Data Source
-----------	----------------------

PROPERTY CHARACTERISTICS: EXTRA FEATURES

COPYRIGHT © 2024 COURTHOUSE RETRIEVAL SYSTEM, INC. ALL RIGHTS RESERVED.  
Information Deemed Reliable But Not Guaranteed.





Property Report for 111 WESTWOOD PL, cont.

Feature	Size or Description	Year Built	Condition
Paving	150000	1986	
Elevator	1	1982	

PROPERTY CHARACTERISTICS: LOT

Land Use	911	Lot Dimensions	
Block/Lot	/9	Lot Square Feet	223,898
Latitude/Longitude	36.035984°/-86.806462°	Acreage	5.14

PROPERTY CHARACTERISTICS: UTILITIES/AREA

Gas Source		Road Type	
Electric Source		Topography	
Water Source		District Trend	
Sewer Source		Special School District 1	
Zoning Code	C-1	Special School District 2	
Owner Type			

LEGAL DESCRIPTION

Subdivision	Maryland Farms Sec 4	Plat Book/Page	8/38
Block/Lot	/9	District/Ward	Brentwood
Description	Subd Maryland Farms Sec 4 Pb 8 Pg 38 Lot 0009 Westpark Bldg		

INTERNET ACCESS

courtesy of Fiberhomes.com

FEMA FLOOD ZONES

Zone Code	Flood Risk	BFE	Description	FIRM Panel ID	FIRM Panel Eff. Date
X	Minimal		Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	47187C0091F	09/29/2006





# Title Commitment



## ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### 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 EXTRACTIONAL 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, STEWART TITLE GUARANTY COMPANY, a Texas 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.

  
Authorized Countersignature  
Stewart Title Company  
216 Centerview Dr, Ste 360  
Brentwood, TN 37027



  
Frederick H. Eppinger  
President and CEO  
  
David Hisey  
Secretary

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2021 American Land Title Association. All rights reserved.**

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

File No.: 2514673

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

Page 1 of 4





## 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.
- 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;
- f. Schedule B, Part II - Exceptions; and
- g. a countersignature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

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

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.*

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: 2514673

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

Page 2 of 4





## 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 and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

## 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

## 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.

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.*

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: 2514673

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

Page 3 of 4





## 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 <http://www.alta.org/arbitration>.

## STEWART TITLE GUARANTY COMPANY

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: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2021 American Land Title Association. All rights reserved.**

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

File No.: 2514673

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

Page 4 of 4





**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)  
SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

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

Issuing Agent:	Stewart Title Company
Issuing Office:	216 Centerview Dr, Ste 360, Brentwood, TN 37027
Issuing Office's ALTA® Registry ID:	
Loan ID Number:	
Commitment Number:	2514673
Issuing Office File Number:	2514673
Property Address:	111 Westwood Place, Brentwood, TN 37027
Revision Number:	

1. **Commitment Date:** December 30, 2024 at 8:00AM

2. **Policy to be issued:**

**Proposed Amount of Insurance**

(a) 2021 ALTA® Owner's Policy - Standard  
Proposed Insured: Proposed Foreclosure Bidder

(b) 2021 ALTA® Loan Policy - Standard  
Proposed Insured: Proposed Insured

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:**

CV Brentwood Properties, LLC, a Delaware limited liability company

5. **The Land is described as follows:**

See Exhibit "A" Attached Hereto

**STEWART TITLE GUARANTY COMPANY**

  
Authorized Countersignature

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2021 American Land Title Association. All rights reserved.**

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

File No.: 2514673

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

Page 1 of 6





## ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

### EXHIBIT "A"

### LEGAL DESCRIPTION

ISSUED BY  
 STEWART TITLE GUARANTY COMPANY

File No.: 2514673

A tract of land in the 15th Civil District of Williamson County, City of Brentwood, Tennessee, being known as Lot Number 9 as recorded by the Final Subdivision Plat of Maryland Farms, Section 4 recorded in [Book 8, Page 38](#), Registers Office for Williamson County, Tennessee, and being more fully described as follows:

Beginning at an iron pin set on the northerly right-of-way line of Maryland Way, a 90 foot wide road as recorded by the Final Subdivision Plat of Maryland Farms; Section 4 recorded in [Book 8, Page 38](#), Registers Office for Williamson County, Tennessee, said pin being at the westerly end of the northwesterly end of the northwesterly return curve at the intersection of Maryland Way and Westwood Place, a 50 foot wide road as recorded by the Final Subdivision Plat of Maryland Farms, Section 10, recorded in Plat [Book 8, Page 71](#), Registers Office for Williamson County, Tennessee, thence,

1. With the northerly right-of-way line of Maryland Way N 86°17'00" W, 164.05 feet to an existing iron pin set; thence,
2. With a 1709.23 foot radius curve to the right a distance of 247.21 feet to an iron pin set; said curve has a chord bearing and distance of N 82°08'23" W, 247.00 feet; said point being at the southerly common property corner of Lot Number 28 as recorded by the Final Subdivision plat of Maryland Farms, Section 18, recorded in Plat [Book 9, Page 25](#), Register's Office for Williamson County, Tennessee, and the herein described tract; thence,
3. Leaving said right-of-way line of Maryland Way and with the easterly property line of Lot Number 28, N 12°00'13" E, 72.19 feet to an iron pin set; thence,
4. N 3°43'00" E, 439.72 feet to an existing iron pin at the common property corner with the James M. Ward property as recorded in Will Book 41, Page 969, County Court Clerk's Office for Williamson County, Tennessee; thence
5. With the southerly property line of said Ward property, S 86°17'00" E, 425.00 feet to an existing concrete monument on the westerly right-of-way line of Westwood Place; thence
6. With the westerly right-of-way line of said road, S 3°43'00" W, 504.00 feet to an existing iron pin; said pin being at the northerly end of the northwesterly return curve at said intersection of Westwood Place and Maryland Way; thence
7. With a 25-foot radius curve to the right a distance of 39.27 feet to the point of beginning; said curve has a chord bearing and distance of S 48°43'00" W, 35.36 feet and contains 223,786 square feet or 5.137 acres, more or less.

Being the same property conveyed to CV Brentwood Properties, LLC, a Delaware limited liability company by Special Warranty Deed from The Prudential Insurance Company of America, a New Jersey corporation, dated 12/12/2013, of record in [Book 6094, Page 196](#), Register's Office for Williamson County, Tennessee.

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2021 American Land Title Association. All rights reserved.**

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

File No.: 2514673

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

Page 2 of 6





**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**  
**SCHEDULE B PART I**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**File No.:** 2514673

**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. Record a Successor Trustee's Deed from Charles S. Sanger, as Successor Trustee, to the proposed foreclosure bidder conveying the property in Schedule "A".
6. Proper foreclosure of the Deed of Trust dated 09/19/2016 and recorded 09/23/2016, of record in [Book 6876, Page 904](#), and modified in [Book 7646, Page 846](#), Register's Office for Williamson County, Tennessee, in the original principal amount of \$10,000,000.00 from CV Brentwood Properties, LLC to Larry B. Garrett, as trustee for First National Bank of Tennessee.

Appointment of Successor Trustee of record in [Book 9626, Page 717](#), in the Register's Office for Williamson County, Tennessee.

Tenant Estoppel, Subordination, Non-Disturbance, and Attornment Agreement recorded in [Book 6886, Page 231](#), in the Register's Office for Williamson County, Tennessee.

Assignment of Rents and Leases between CV Brentwood Properties, LLC as "Borrower" and First National Bank of Tennessee as "Lender", in [Book 6876, Page 921](#), Register's Office for Williamson County, Tennessee.

UCC Financing Statement naming First National Bank of Tennessee, as secured party, and CV Brentwood Properties, LLC, as debtor, filed 09/23/2016 of record [Book 6876, Page 927](#), and amended in [Book 7646, Page 848](#), in the Register's Office for Williamson County, Tennessee.

7. 2024 real property taxes for the County of Williamson in the base amount of \$108,726.00, are now due; will become delinquent if not paid prior to March 1, 2025 and must be paid at closing, or will be listed as an exception. All prior years are paid. (Map/Parcel [012D C 010.00](#); Receipt No. 0023814).
8. 2024 real property taxes for the City of Brentwood in the base amount of \$16,772.00, are now due; will become delinquent if not paid prior to March 1, 2025 and must be paid at closing, or will be listed as an exception. All prior years are paid. (Map/Parcel [012D C 010.00](#); Receipt No. 0023814).

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2021 American Land Title Association. All rights reserved.**

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

File No.: 2514673

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

Page 3 of 6





## ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART I

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2021 American Land Title Association. All rights reserved.**

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

File No.: 2514673

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

Page 4 of 6





**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)  
SCHEDULE B PART II**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

File No.: 2514673

**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.
2. Rights or claims of tenants or parties in possession, if any, not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
5. 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.
6. 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.
7. Restrictions upon the use of the premises not appearing in the chain of title to the land.
8. Taxes for 2025 and subsequent years, a lien not yet due and payable.
9. All matters shown on the plat of record in Plat [Book 8, Page 38](#), in the Register's Office for Williamson County, Tennessee.
10. Underground Utility Easement including terms and conditions thereof as recorded in [Book 904, Page 501](#), in the Register's Office for Williamson County, Tennessee.
11. Subject to Easement for ingress and egress over and across Westwood Place as set out in Deed of record in [Book 437, Page 2](#), in the Register's Office for Williamson County, Tennessee.
12. If improvements are completed after January 1 of any year, the Law requires supplemental assessment for the year in which the 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.

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use.

All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 2514673

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

Page 5 of 6





**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**  
**SCHEDULE B PART II**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

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 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.

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2021 American Land Title Association. All rights reserved.**

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

File No.: 2514673

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

Page 6 of 6





Updated: August 24, 2023

## STEWART INFORMATION SERVICES CORPORATION GRAMM-LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

### Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

### Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker.
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### Stewart may use your personal information for the following purposes:

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

### Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules, and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

File No.: 2514673

Updated 08/24/2023





Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

#### **Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties**

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart's affiliated and subsidiary companies.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

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

#### **Right to Limit Use of Your Personal Information**

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to [OptOut@stewart.com](mailto:OptOut@stewart.com), or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

#### **How Stewart Protects Your Personal Information**

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

#### **Contact Information**

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

**Phone:** Toll Free at 1-866-571-9270

**Email:** [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

**Postal Address:** Stewart Information Services Corporation  
Attn: Mary Thomas, Chief Compliance and Regulatory Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056



Effective Date: January 1, 2020

Updated: August 24, 2023

## STEWART INFORMATION SERVICES CORPORATION PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this **Privacy Notice** ("CCPA Notice"). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

### Personal and Sensitive Personal Information Stewart Collects

Stewart has collected the following categories of personal and sensitive personal information from consumers within the last twelve (12) months:

**A. Identifiers.** A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.

**B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).** A name, signature, Social Security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.

**C. Protected classification characteristics under California or federal law.** Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.

**D. Commercial information.** Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

**E. Internet or other similar network activity.** Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.

### **F. Geolocation data**

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third parties that interact with Stewart in connection with the services we provide.

### Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- l. Auditing for compliance with federal and state laws, rules, and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

File No.: 2514673

Updated 08/24/2023





Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

## **Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties**

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
  - b. Affiliated Companies.
  - c. Parties involved in litigation and attorneys, as required by law.
  - d. Financial rating organizations, rating bureaus and trade associations.
  - e. Federal and State Regulators, law enforcement and other government entities
- In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information:

Category A: Identifiers  
 Category B: California Customer Records personal information categories  
 Category C: Protected classification characteristics under California or federal law  
 Category D: Commercial Information  
 Category E: Internet or other similar network activity  
 Category F: Non-public education information

## **A. Your Consumer Rights and Choices Under CCPA and CPRA**

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

### **i. Access to Specific Information and Data Portability Rights**

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

### **ii. Deletion Request Rights**

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

### **iii. Opt-Out of Information Sharing and Selling**

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

### **iv. Correction of Inaccurate Information**

You have the right to request that Stewart correct any inaccurate information maintained about.

File No.: 2514673

Updated 08/24/2023



**v. Limit the Use of Sensitive Personal Information**

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

**Exercising Your Rights Under CCPA and CPRA**

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below:

1. Emailing us at [OptOut@stewart.com](mailto:OptOut@stewart.com); or
2. Visiting <https://www.stewart.com/en/quick-links/ccpa-request.html>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

**Response Timing and Format**

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

**Non-Discrimination**

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

**Record Retention**

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

**Changes to This CCPA Notice**

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

**Link to Privacy Notice**

<https://www.stewart.com/en/privacy.html>

**Contact Information**

Stewart Information Services Corporation  
Attn: Mary Thomas, Chief Compliance and Regulatory Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056





McLemore Auction Company, LLC will sell the Westpark Building, a premier 5-story office property located at 111 Westwood Place in the heart of Brentwood's Maryland Farms office park, at foreclosure auction. Built in 1982, this well-maintained Class A office building features 98,656± rentable square feet on a 5.14-acre site with excellent visibility and access from both Westwood Place and Maryland Way. This foreclosure auction will be conducted live on-site at the property in coordination with First National Bank of Tennessee's substitute trustee. Don't miss this rare opportunity to acquire a landmark office property in one of Nashville's most prestigious suburban office markets through the auction process.