



## 59 Lots in Beechview Development Including Waterfront and Waterview Lots (59)



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# Table of Contents

Beechview Estates Amended Recitals .....	<b>1</b>
Photo Gallery of Development Amenities .....	<b>11</b>
Survey Lots 11A, 13A, 15A, 16A, 18A .....	<b>15</b>
Survey Lots 22, 25-35, 75-81 .....	<b>16</b>
Survey Lots 12-15, 35-41, 55-59, 60-66, 69-74 .....	<b>17</b>
Survey Lots 35-46, 48-59 .....	<b>18</b>
Survey Lots 45-48, 50-51, 87-91 .....	<b>19</b>
Survey Lots 82-87, 35-46 .....	<b>20</b>
Survey Lots 92-99 .....	<b>21</b>
Survey Lots 100-106 .....	<b>22</b>
Survey Lots 107-114 .....	<b>23</b>
Title Commitment .....	<b>24</b>



# Beechview Estates Amended Recitals

*Prepared by: James H. Ross, Atty At Law  
Waynesboro, TN 38485*

## BEECHVIEW ESTATES

### AMENDED RECITALS

**DECLARANT(S)**, are the **Beechview Property Owners Association, Inc.**, individually hereinafter referred to as "**Association**" and **Beechview Properties, LLC**, individually hereinafter referred to as "**Developers/Owners**", and hereinafter jointly referred to as "**Declarants**".

**DECLARANT(S)** are the developers/owners, and property owners association of that certain real property in Wayne County, Tennessee, known as **BEECHVIEW ESTATES**, hereinafter referred to as "**the Development**", which property is a portion of the property conveyed by deed from D. Richardson and wife, Virginia Richardson, to **Beechview Corporation**, dated August 15, 1995 of record in Deed Book 140, page 285, and Deed of Correction dated October 18, 1996, of record in Deed Book 145, page 10, Register's Office of Wayne County, Tennessee, to which reference is made and incorporated herein by this reference thereto, as if copied herein in full, and later purchased and conveyed to **Beechview Properties, LLC**, by deed of **Beechview Corporation**, dated November 19, 2014, Register's Office of Wayne County, Tennessee, in Record Book 169, page 370, on November 25, 2014, at 9:51 a.m., and also included but not necessarily limited to, the Certificates of Expansion, recorded in Record Book 173, page 130, and Record Book 171, page 883, Register's office of Wayne County, Tennessee, and said deed and certificates of expansion are attached hereto as **Exhibit A** and incorporated herein by this reference thereto, as if copied herein in full.

**DECLARANT(S)**, **Beechview Property Owners Association, Inc.**, and/or **Owners/Developers**, intends to sell and convey the property situated within the development and before doing so, desires to impose upon it mutual and beneficial amended restrictions, covenants, equitable servitudes and charges under a general plan of improvement for the benefit of all the property in the development and the owners and future owners thereof.

**WHEREAS**, the Declaration of Conditions, Covenants and Restrictions was recorded by **Beechview Corporation** pertaining to certain property conveyed to it from Carolyn Mathis, dated June 28, 1988, of record in deed Book 112, page 673, in the Register's Office of Wayne County, Tennessee; and

**WHEREAS**, the Declaration contained a provision allowing for the amendment of the Conditions, Covenants and Restrictions applying to said development; and

**WHEREAS**, Item VII provides that a majority of the owners of the lots subject to the provisions may record a document agreeing to change the Declaration of Conditions, Covenants and Restrictions, and further provides that these restrictions after January 1, 1995, may be amended by the vote of the owners of two-thirds (2/3) of the lots in the development; and

**WHEREAS**, the original Declaration of Conditions, Covenants and Restrictions were amended by Declaration of Conditions, Covenants and Restrictions, dated November 6, 1997, and recorded in the Register's Office of Wayne County, Tennessee, in Miscellaneous Book 37, Page 590; and

**WHEREAS**, the amended Declaration of Conditions, Covenants and Restrictions were, again, amended by Amendment of Conditions, Covenants and Restrictions, dated November 14, 1999, and recorded in the Register's Office of Wayne County, Tennessee, in Miscellaneous Book 42, Page 648; and

**WHEREAS**, **Beechview Corporation** assigned certain rights and obligations set forth in the preceding Declarations, Amended Declarations and Amendment of Conditions, Covenants and Restrictions to the "**Association**", and

Ruth Butler, Register  
Wayne County Tennessee

Rec #:	61055	Instrument #:	72217
Rec'd:	320.00	Recorded	
State:	0.00	4/26/2016 at 10:52 AM	
Clerk:	0.00	in Record Book	
Other:	2.00	182	
Total:	322.00	Fee	472-535



**WHEREAS**, it is now the desire of "Owner/Developer", and "Association", and the requisite number of lot owners to, once again, amend the Conditions, Covenants and Restrictions of "the Development"; and

**WHEREAS**, the sought after amendment(s) to that previous enacted conditions, covenants and restrictions of "the Development" is set forth herein after, and approved by all the necessary parties for the purposes and reasons herein contained.

**NOW, THEREFORE, Declarant(s)**, with the approval and consent of the requisite number of lot owners, declares that all of the property in the development is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, sold, used, occupied and improved, subject to the provisions of this declaration, all of which are declared and agreed to be in furtherance of a plan for "the Development", improvement and sale or lease of said property and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness thereof. This declaration shall apply to all of said property, whether real, personal or otherwise, located in "the Development", and to all persons owning said property or may hereinafter own said property, this declaration shall be effective immediately and shall run with the land, thereby binding the "Declarants", or "Developers/Owners", its successors and assigns, and/or "Association", its successors and assigns and all lot owners of "the Development", their heirs, successors and assigns, and all purchasers of lots situated within said subdivisions of "the Development", all as hereinafter set forth.

## BUILDING RESTRICTIONS

1. On all lots designated "recreational", the following restrictions apply:
  - a. All Lots are subject to any applicable TVA and/or Corps of Engineers' Rules and Regulations.
  - b. All lots are subject to certain flowage easements as set out in instruments of record in Deed Book 26 at page 433, Register's Office of Wayne County, Tennessee.
  - c. Any water use facility constructed on any lots, including docks, slips or piers, shall be subject to approval and the rules and regulations of the Tennessee Valley Authority and/or United States Corps. Of Engineers.
  - d. No building shall be erected on any lot in said subdivision, except a single-family dwelling and other buildings or structures, such as a garage or carport, customarily used as accessory or outbuilding. No constructed dwelling shall be built on any lot purchased in the subdivision with less than 700 square feet of floor space on the ground-floor living area, excepting porches or porticos. All buildings will be finished, painted or stained on the outside. No basement shall be occupied until living accommodations are completed, and any improvements shall be completed on the exterior within six (6) months after construction starts. All structures built shall be slightly, of neat construction, and of a character to enhance the value of the property.

All structures built shall be of new materials and built to Southern Building Code Standards or higher. Exterior finishes shall be brick, stone and quality wood, vinyl or aluminum siding or similar materials. No asphalt materials or asphalt siding is permitted.

A garage may be constructed separately or attached to the dwelling, but must be of the same construction material as the living accommodations, and the exterior must be finished in the same manner as the living

accommodations.

- e. Covers or awnings for campers will be allowed so that the owners of said recreational lots can place their recreational vehicles/campers underneath a covering to protect them from rain, hail, wind, sunshine, heat and the other elements of nature, so as to protect and preserve the value of their recreational vehicles/campers and to enhance the enjoyment of their recreational lots. All covers or awnings built shall be of new materials and built to Southern Building Code Standards or higher.

No mobile homes are allowed on lots designated "Recreational".

- f. In case of complete or partial destruction of a structure by fire, windstorm or any other cause, the structure must be rebuilt or removed from the premises within six (6) months of the occurrence.
- g. All constructed dwellings shall face the street or road upon which lot fronts, and no part thereof shall be nearer than thirty (30) feet from the front lot line. When the lot topography is not conducive to these limitations, the Beechview Properties, LLC, Owners and/or the Property Owners Association may allow a variance therefrom.

2. All subdivision plats designated "residential" shall have the following restrictions:

- a. No building or mobile home shall be erected on any lot in said subdivision, except a single-family dwelling and other buildings or structures, such as a garage or carport, customarily used as accessory or outbuilding. No constructed dwelling shall be built on any lot purchased in the subdivision with less than 700 square feet of floor space on the ground-floor living area, excepting porches or porticos. All buildings will be finished, painted or stained on the outside. No basement shall be occupied until living accommodations are completed, and any improvements shall be completed on the exterior within six (6) months after construction starts. All structures built shall be slightly, of neat construction, and of a character to enhance the value of the property.

All structures built shall be of new materials and built to Southern Building Code Standards or higher. Exterior finishes shall be brick, stone and quality wood, vinyl or aluminum siding or similar materials. No asphalt materials or asphalt siding is permitted.

A garage may be constructed separately or attached to the dwelling, but must be of the same construction material as the living accommodations, and the exterior must be finished in the same manner as the living accommodations.

- b. On any residential lots permitting mobile home use, such mobile home shall be no less than 700 square feet in size and shall not be more than three (3) years old at the time of location on the lot, excepting extraordinary situations wherein application may be made prior to placement of same for a variance, which shall be granted, provided the Beechview Properties, LLC., Owners and/or the Property Owners Association, deems said mobile home in a "like new" condition as that of a three-year old mobile home.

Double Wide Mobile homes are permitted only on lots designated on the plats of the subdivision for that purpose, and unless the lots are designated for that purpose, no mobile homes are permitted thereon.

- c. In case of complete or partial destruction of a structure by fire, windstorm or

any other cause, the structure must be rebuilt or removed from the premises within six (6) months of the occurrence.

- d. All constructed dwellings shall face the street or road upon which lot fronts, and no part thereof shall be nearer than thirty (30) feet from the front of lot line and distance from each side of the dwelling shall be no closer than ten (10) feet from the side of the line of said lot. When the lot topography is not conducive to these limitations, the Beechview Properties, LLC, Owners and/or the Property Owners Association may allow a variance therefrom.

## LAND USE

- 3. No more than one residential dwelling shall be placed upon any one lot.
- 4. No junk cars, trailers, trucks, equipment, materials or debris shall be exposed on the lots.
- 5. No lot shall be re-subdivided.
- 6. No lot shall be re-subdivided or fractional part be sold.
- 7. All lots must be kept free of litter and garbage at all times and grass and weeds must be mowed at regular intervals.
- 8. The utility authorities may establish easements whenever necessary for installation of utilities.
- 9. Any building or mobile home must be approved by the "**Association**" before being built or located on the lot.
- 10. Recreational Vehicles, campers and mobile homes must be of commercial manufacture which excludes converted buses, trucks, vans and similar vehicles. Pickup camper shells must remain on the pickup truck and such pickup truck shall be licensed and in good running condition. No Recreational Vehicle, camper or mobile home will be permitted, or which "**Developers/Owners and/or Association**" determines unsightly, excepting extraordinary situations where in application may be made prior to placement of same on any lot for a variance, which shall be granted in "**Developers/Owners and/or Association's**" sole discretion.
- 11. No noxious, illegal, immoral or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the surrounding property owners. There will be a "Quiet Time" after 12:00 a.m.
- 12. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
- 13. The usual and customary household pets, specifically excluding exotic or customarily wild animals of any kind, may be kept on any lots, except that they may not be kept in such numbers or in such manner as to become an annoyance or nuisance to any of the surrounding property owners according to a "reasonable man" standard of annoyance or nuisance.



14. Non-operational or abandoned vehicles are not to be left on any lot for a period exceeding six (6) months.
15. No excavating of stone, gravel or other minerals shall be made on any lot, except for reasonable lot improvements.
16. No residence or any portion of any lots shall be used as a boarding house, nursing home, rooming house, club house, nor shall any residence or lot be used or devoted to any manufacturing, industrial or commercial activity.
17. All unauthorized motor vehicles, campers, recreational vehicles, mobile homes or unsightly constructions are subject to removal by judicial process at the expense of the lot owner, without recourse against **Beechview Properties, LLC., Owners and/or Property Owners Association.**

## SEWAGE DISPOSAL AND SANITATION

18. Each residence or living quarters shall have an inside toilet. No privies or outside toilet facilities shall be constructed or maintained on any lot unless approved by the Property Owners Association. Owners will be required to obtain a permit for the installation of a septic tank from the Wayne County Health Department. Every sewage disposal system shall be of a type approved or recommended by the Tennessee or local health departments, and shall be maintained by the owner at all times in a sanitary condition and in strict accordance with applicable state and local sanitation laws and regulations.
19. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage of such material shall be kept in a clean and sanitary condition.
20. Any building material or other goods shall be placed or stored at least fifty (50) feet from any road and shall be placed in a neat and orderly fashion, and hidden from public view as much as possible.

## EASEMENTS

21. **Declarant(s)**, its successors, assigns and licensees, reserves ten (10) foot easements parallel to all property lines through and upon said land for the installation of utilities and for drainage and the perpetual maintenance thereof, said easement is applicable only to those lots designed as building lots. **Declarant(s)**, its successors, assigns and licensees, also reserves the right to install and operate electric and telephone lines, poles and appurtenances thereto, culverts and drainage ditches, reserving also the rights of ingress and egress to such areas for the purpose of installing, operating and maintaining any of the above-mentioned installation. **Declarant(s)**, its successors, assigns and licensees, also reserves the right to locate and install drains where it deems necessary and to cause or permit drainage of surface waters over and/or through said land. The individual owners of said property shall have no causes of action against **Declarant(s)**, its successors, assigns and licensees, either at law or equity, except in cases of willful negligence, by reason of any damages caused said land in installing, operating and maintaining above-mentioned utilities.

Notwithstanding, this easement reserved to the **Declarant(s)** are under no obligation to install any such utilities or drainage facilities, nor is **Declarant(s)** obligated to maintain any such utilities or drainage facilities which may be installed on the property.

The individual lot purchasers or lot owners shall have the right to use all land delineated, set apart or filed of record by **Declarant(s)**, as roads, streets, drives, lanes, circles or other means of ingress and egress within the lands owned by **Declarant(s)**.

#### GRANTEE'S ACCEPTANCE

22. Each owner, grantee or purchaser of any lot shall, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from **Declarant(s)**, or a subsequent owner of such lot, accept such deed or contract, subject to each and all of the provisions of this declaration and to the jurisdiction, rights, powers, privileges and immunities of declarant and/or the Property Owners Association. By such acceptance, such grantee or purchaser shall, for himself, his heirs, devisees, personal representatives, grantees, successors and assigns, lessees and/or lessors, covenant, consent and agree to and with **Declarant(s)** and the grantee or purchaser of each lot to keep, observe, comply with the performance of the covenants, conditions and restrictions in this declaration.

#### TERMS AND AMENDMENT

23. The provisions of this declaration shall affect and run with the land and shall exist and be binding upon all parties claiming an interest in the development following the date of execution of this declaration. Then it may be amended by the vote of all of the then record owners of two-thirds (2/3) of the lots in the development, as long as such amendment does not operate to annul, or render void and un-enforceable any material part hereof.

#### ENFORCEMENT

24. Enforcement shall be by proceedings at law or in equity against any party or parties violating or attempting to violate any covenant, either to restrain violation or to recover damages.
25. If the purchaser of any lot or lots or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any owner of a lot in said subdivision, or "**Developer/Owner**", or "**Association**" to enforce through the courts, the restrictions set out herein, but nothing herein shall obligate the undersigned to institute any such action or proceedings.

#### ASSESSMENTS

26. General:

- a. The "**Association**" is empowered to levy an annual access fee to all owners of lots, excepting declarant itself, its successor and assigns for the maintenance and enhancement of the development, including but not limited to, roads, comfort center (Bath House), boat launches, and such other amenities that have been established.

- b. "**Access fees**" shall be levied in accordance with the following provisions:

The amount of the access fee levied by Property Owners Association shall be paid to it on or before February 1<sup>st</sup> of each year.

From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the annual access fee may be increased each year by a percentage not more than the percentage

increase in the Consumer Price Index between January 1 and December 31 of the previous year, but in no event more than ten percent (10%) annually.

**27. Collection and Lien:**

The amount of the access fee levied by the "Association" shall be paid to it on or before **February 1** of each year. If not so paid, the amount of such access fee, **plus a late fee, in the amount to be determined by Association**, plus attorney fees, if any, shall constitute and become a lien on the lot so assessed when the "Association" causes to be recorded in the Office of the Register of Deeds of Wayne County, Tennessee, a notice of access fees, which shall state the amount of such access fee and such other charges and a description of the lot, which has been assessed. Such notice shall be signed by an officer of the "Association". Upon payment of said access fee and charges or other satisfaction thereof, the "Association" shall, within a reasonable time, cause to be recorded, a further notice acknowledging the satisfaction and release of said lien. Each access fee, together with such interest thereon, and cost of collection thereof, including attorney fees, shall also be a personal obligation of the person who was the owner of the lot at the time when the access fee fell due.

**28. Priority of Lien:**

Conveyance of any lot shall not affect any lien for access fee provided herein. Such lien shall be prior to all other liens recorded subsequent to said notice of assessment.

**29. Enforcement:**

The lien provided for herein may be foreclosed by the "Association" in like manner as a deed of trust and, in such event, **Declarant(s), "Developers/Owners" and/or "Association"** may be a bidder at the foreclosure sale. The "Association" may also pursue any other remedy against owner owing money to it which is available by law or equity for the collection of debt.

**30. Proof of Payment:**

Upon request, the "Association" shall furnish a statement that all access fees then due have been paid or indicating the amount then due.

**SEVERABILITY**

31. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

**MISCELLANEOUS PROVISIONS**

32. In the event **Declarant(s), "Developers/Owners" and/or "Association"** has to enforce any provision herein set out, the person or persons who have allegedly violated said provision shall be liable for all damages and court costs and attorney fees and any expert witness fees, if required, in order to maintain enforcements of the provisions herein.

**DEFINITIONS:**

The following terms as used in this declaration are defined as follows:

- a. **"Declarant(s)"** means collectively **"Beechview Properties, L.L.C."**, and **"Beechview Property Owners Association, Inc."**, and is deemed also to include the successors or assigns of the **Declarant(s)** and any agent or licensee or subsidiary of the **Declarant(s)**.
- b. **"Development"** means all that real property situated in the County of Wayne, State of Tennessee described in **Exhibit "A"** attached hereto, and all other real property which may be annexed hereto as provided herein.
- c. **"General Plan"** means an unrecorded map of the development designating the location of lots and other facilities within the development.
- d. **"Household"** means a family group who regularly and customarily reside together in the same house or home as principal residence.
- e. **"Improvements"** means all buildings, outbuildings, street, roads, driveways, parking areas, fences, retaining and other walls, docks, piers, hedges, poles, antennas and any other structures of any type or kind.
- f. **"Lot"** means an area designated and marked for identification in the development, which is intended for occupancy and use in accordance with these restrictions.
- g. **"Mobile Home"** means: A "manufactured home", which is a structure, transportable in one or more sections, which, in the traveling mode, meets the requirements as set out in T.C.A. 68-36-202(6), except that when erected on site is 700 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning and electrical system contained therein, except that such term shall include any structure which meets all requirements and with respect to which the manufacturer has voluntarily filed a certification required by the Secretary of State and complied with the standards established under T.C.A. 68-36-201 et seq., to which reference is made, and which terms are incorporated herein by reference.
- h. **"Owner"** means:
  - 1. Any person or legal entity, including **Declarant(s)**, who holds fee simple title to one or more lots in the development.
  - 2. Any person or legal entity who has contracted to purchase fee simple title to one or more lots in the development pursuant to a written agreement, in which case the seller under said agreement shall cease to be the owner while said agreement is in effect.
- i. **"Plat"** means maps of the development as they may from time to time be recorded in the public records of Wayne County, Tennessee.
- j. **"Recreational Vehicle"** means a vehicular type unit initially designed as temporary quarters for recreational, camping, or travel use, which either has its own mode of power or is mounted on or drawn by another vehicle. The basic types of recreational vehicles are:
  - (1) **Travel Trailers.** A vehicular unit, mounted on wheels, of such size or weight as not to require special highway movement permits when drawn by a motorized vehicle; initially designed and constructed to provide

temporary living quarters for recreational, camping, or travel use and of such size or weight as not to require special highway movement permits when drawn by a motorized vehicle and with a living area of less than 220 square feet, excluding built-in equipment (such as wardrobes, closets, cabinets, kitchen units or fixtures) and bath and toilet rooms. This category includes "fifth wheel" units pulled by a truck or other powered vehicle with goose neck mounting plate attachments.

(2) **Truck Camper.** A portable unit, designed to be loaded onto, or affixed to, the bed or chassis constructed to provide temporary living quarters for camping or travel use.

(3) **Motor Homes.** A vehicular unit built on a self-propelled motor vehicle chassis, initially designed to provide temporary living quarters for recreational, camping, or travel use.

(4) **Camping Trailer.** A vehicular unit mounted on wheels and constructed with collapsible, partial side walls which fold for towing by another vehicle and unfold at the campsite and initially designed to provide temporary living quarters for recreational, camping, or travel use.

k. **"Tent"** means a movable shelter made of canvas or other similar material and supported by a pole or poles and designed and manufactured to provide temporary living quarters for recreational and camping use.

l. **"Certificate of Expansion"** means a document or plat which may, in the future, be recorded in the County records by the declarant, and which commits an additional portion of the real estate to the development. Any such added portion of the development shall be subject to this declaration.

This amendment shall be effective immediately upon it being executed by the requisite number of lot owners and recorded in the Register's Office of Wayne County, Tennessee.

**IN WITNESS WHEREOF,** the undersigned parties execute this amendment on the day and date indicated in the acknowledgment.

**OWNERS/DEVELOPERS:**

BEECHVIEW PROPERTIES, L.L.C

BY: David H. Parsons  
DAVID PARSONS, MANAGING MEMBER OR MEMBER

BY: Charles E. Burgoon  
CHARLES E. BURGOON, MANAGING MEMBER OR MEMBER

STATE OF TENNESSEE

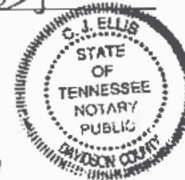
COUNTY OF WAYNE

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, the within named, **DAVID H. PARSONS and CHARLES E. BURGOON, Managing Members of Beechview Properties, L.L.C.**, of whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the **Managing Members of Beechview Properties, L.L.C.**, of the State of Tennessee, the within named bargainer(s), and that they, as such **Managing Members**, executed the within instrument on behalf of **Beechview**

Properties, LLC., Lawrence County, Tennessee by their authority as Managing Members of said limited liability company for the purposes therein contained by subscribing thereto the name of the Beechview Properties, LLC., by themselves, as Beechview Properties, LLC., Lawrence County Tennessee.

Witness my hand and Notarial Seal, at office in Clifton, Tennessee, this 2nd day of July, 2015.  
My Commission expires: Mar. 10, 2019

C. J. Ellis  
NOTARY PUBLIC



**BEECHVIEW PROPERTY OWNERS ASSOCIATION, INC.,  
BOARD OF DIRECTORS, PRESIDENT AND SECRETARY**

Robert Jones, President Robert Jones  
Teresa Ervin, Vice-President Teresa Ervin  
Carrie Turner, Secretary Carrie Turner  
Sue Jones, Treasurer/Access Manager Sue Jones

**Board Members:**

George Ellis George Ellis  
Joe Prince Joe Prince  
Tony Smith Tony Smith  
Chris Estes Chris Estes  
Joey Riddle Joey Riddle  
Kain Smith Kain Smith

Beechview Property Owners Association

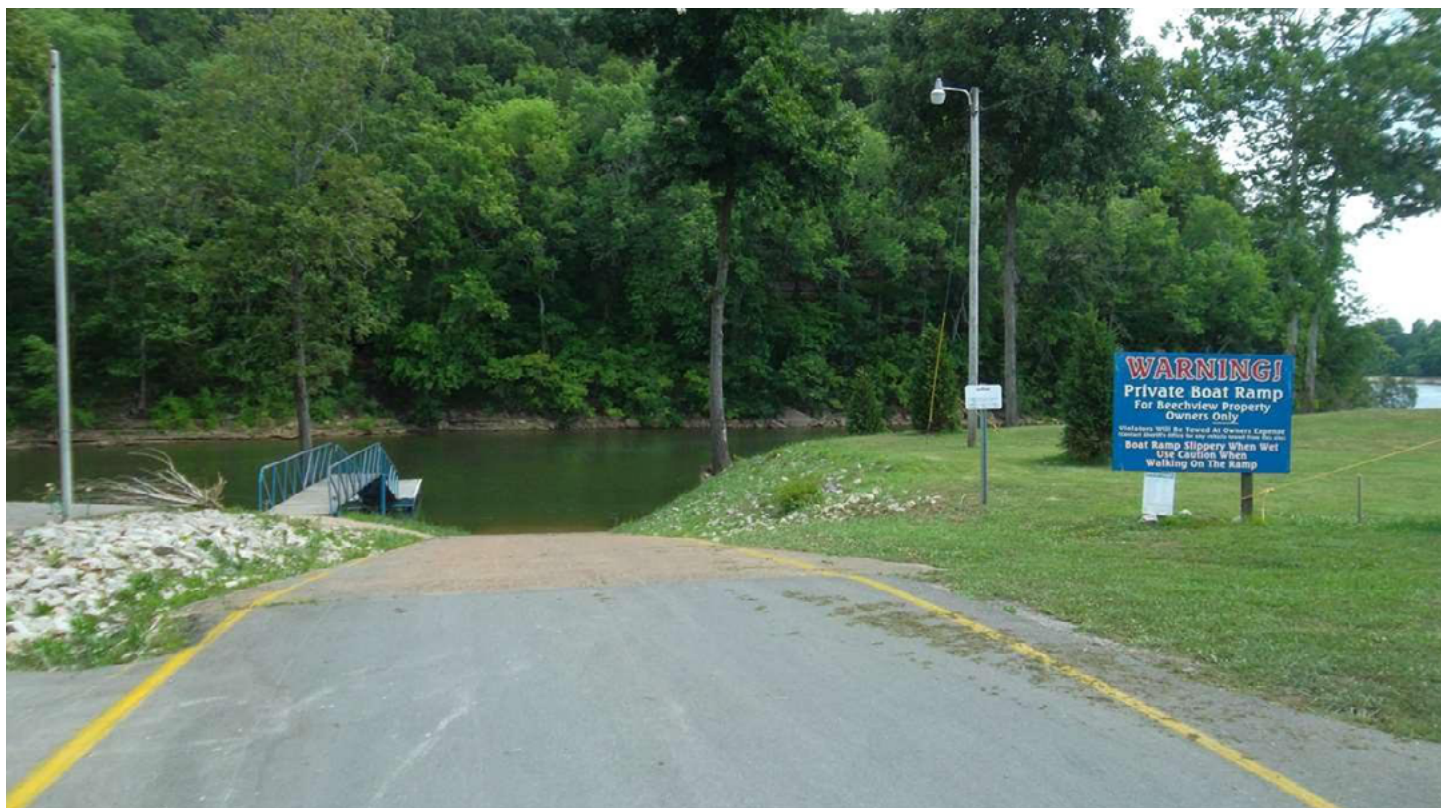
BY: Robert Jones  
ROBERT JONES, PRESIDENT

**ATTESTED BY:**

Teresa Ervin  
TERESA ERVIN, VICE-PRESIDENT  
Carrie Turner  
CARRIE TURNER, SECRETARY  
Sue Jones  
SUE JONES, TREASURE/ACCESS MANAGER

# Photo Gallery of Development Amenities









# Survey Lots 11A, 13A, 15A, 16A, 18A

## LEGEND:

- POINT
- MAG NAIL SET
- MAG NAIL EXISTING
- MAG SPIKE SET
- RAILROAD SPIKE SET
- RAILROAD SPIKE EXISTING
- IRON PIN SET EXP 1963
- ▲ IRON PIN EXISTING
- IRON PIPE EXISTING
- CONCRETE MONUMENT EXISTING
- WOOD FENCE POST EXISTING
- STEEL FENCE POST EXISTING
- IRON STAKE EXISTING
- BLAZED & PAINTED TREE

## AREAS:

TRACT 11A	0.693 ACRES+/-
TRACT 13A	0.278 ACRES+/-
TRACT 15A	0.325 ACRES+/-
TRACT 16A	0.267 ACRES+/-
TRACT 18A	0.242 ACRES+/-

## NOTES:

- 1.) NO STRUCTURES TO BE BUILT WITHIN THE EASEMENTS OR WITHIN 10 FEET OF THE PROPERTY LINES.
- 2.) A 20 FOOT DRAINAGE AND UTILITY EASEMENT IS RESERVED ALONG THE SOUTH SIDE OF THE NORTH BOUNDARY OF TRACTS 11A, 15A, 16A AND 18A.
- 3.) THERE IS A TWENTY FOOT EASEMENT FOR CURTAIN DRAINS RESERVED ALONG THE EAST SIDE OF THE BOUNDARY OF TRACTS 11A AND 13A.
- 4.) TRACT OWNERS MUST MAINTAIN DRAINAGE DITCHES TO KEEP THEM AT THE CURRENT WIDTH AND DEPTH OR IMPROVED.
- 5.) IF DRAIN LINES ARE INSTALLED ACROSS OTHER TRACTS THE LAND MUST BE LEVELED AND RESEDED.
- 6.) THERE IS A 5 FOOT UTILITY EASEMENT RESERVED ALONG THE INSIDE OF ALL PROPERTY LINES.

THIS IS NOT A CERTIFICATION OF OWNERSHIP OF THE PROPERTY SHOWN HEREON. THE OWNERS OF ADJOINING PROPERTIES ARE ACCORDING TO THE CURRENT ASSESSORS RECORDS. THIS SURVEY IS SUBJECT TO THE FINDINGS OF AN ACCURATE TITLE SEARCH.

THIS SURVEY IS MADE SUBJECT TO ALL PRIOR DEED OF TRUST, MORTGAGES, LIENS, JUDGEMENTS, EASEMENTS, RIGHT-OF-WAYS, TAXES OR CLAIMS AS OF THIS DATE UPON THE FOREGOING DESCRIBED TRACT OF LAND.

ALL BEARINGS AND DISTANCES ARE BASED ON A FIELD RUN SURVEY USING ELECTRONIC TOTAL STATION AND HAVE BEEN ADJUSTED FOR TEMPERATURE AND PRESSURE.

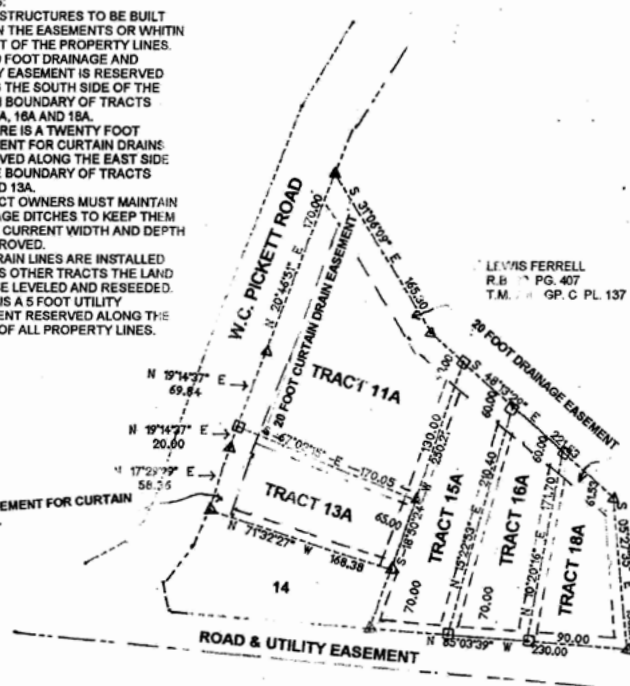
THIS SURVEY IS COPYRIGHTED AS OF THE DATE AS SHOWN ON THIS SURVEY. ALL RIGHTS RESERVED BY D.P. SURVEYING, AND IS NOT TO BE COPIED OR REPRODUCED WITHOUT WRITTEN PERMISSION.

## CERTIFICATION OF ACCURACY:

THIS IS A CATEGORY II SURVEY WITH THE RATIO OF PRECISION ON THE MAGNETIC TRVERSE GREATER THAN 1" IN 15,000' AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*David H. Parsons*  
DAVID H. PARSONS, T.R.L.S. NO. 1063

*David H. Parsons*  
D.P. SURVEYING  
300 EAST BIG SPRINGS ROAD  
LAWRENCEBURG, TN 38444  
PHONE: (931) 279-1290



PROPERTY OWNERS:  
BEECHVIEW PROPERTIES, LLC.  
20101 PHEASANT RUN  
AKUMORE, TN. 38449

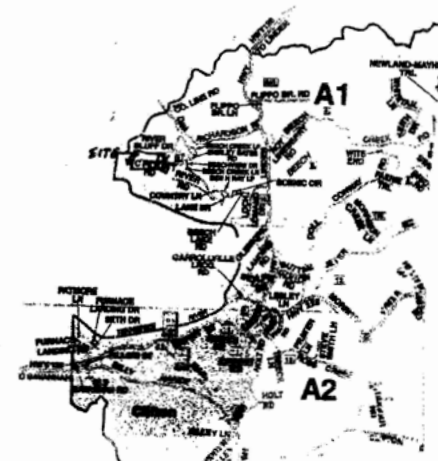
*David H. Parsons*  
DAVID H. PARSONS

*Charles Edwin Burgeon*  
CHARLES EDWIN BURGEON

## NOTE:

- 1.) THERE IS A 5 FOOT UTILITY EASEMENT RESERVED ALONG THE INSIDE OF ALL PROPERTY LINES SHOWN HEREON.
- 2.) NO STRUCTURES TO BE BUILT WITHIN 10 FEET OF A PROPERTY LINE.
- 3.) WHEN DRAIN LINES ARE INSTALLED ACROSS OTHER TRACTS THE AREA MUST BE RESTORED AND RESEDED.
- 4.) TRACT 13A CURTAIN DRAIN OUTLET IN EASEMENT AT FRONT OF TRACT 11A.
- 5.) TRACTS 15A, 16A & 18A CURTAIN DRAIN OUTLET IS AT THE BACK OF EACH OF THE TRACTS.
- 6.) TRACT 11A CURTAIN DRAIN OUTLET EASEMENTS IS AT THE CULVERT AT THE NORTHWEST CORNER OF TRACT 11A PLAT.

JOSEPH TURNER  
R.B. 144 PG. 82  
T.M. 29E GP. C PL 60.01



VICINITY MAP NOT TO SCALE

Ruth Butler, Register  
Wayne County Tennessee

Rec'd:	63142	Instrument #:	75033
State:	15.00	Recorded:	
Clerk:	0.00	4/26/2017 at 11:04 AM	
Other:	0.00	In Plat Cabinet	
Total:	17.00	CAB	

Pgs 84-84

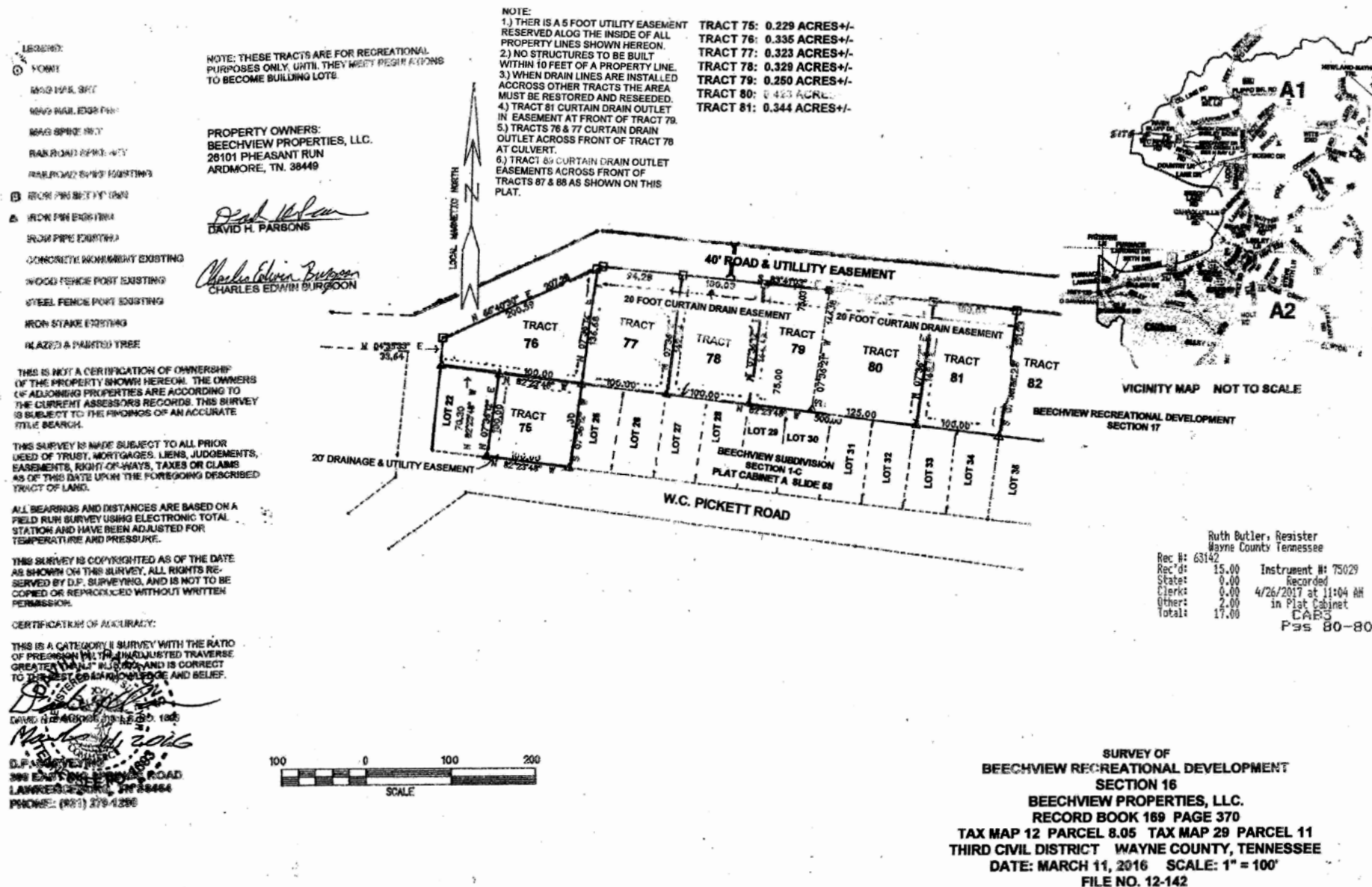
RESUBDIVISION OF  
TRACTS 10, 11, 12, 13, 15, 16, 17 & 18  
OF

SECTION 9

BEECHVIEW RECREATIONAL DEVELOPMENT  
PLAT CABINET 3 SLIDE 34

SURVEY FOR BEECHVIEW PROPERTIES, LLC.  
RECORD BOOK 169 PAGE 370 TAX MAP 29 PARCEL 11  
THIRD CIVIL DISTRICT WAYNE COUNTY, TENNESSEE  
DATE: APRIL 25, 2016 FILE NO. 12-142

# Survey Lots 22, 25-35, 75-81



# Survey Lots 12-15, 35-41, 55-59, 60-66, 69-74

## LEGEND:

- POINT
- MAG NAIL SET
- MAG NAIL EXISTING
- MAG SPIKE SET
- RAILROAD SPIKE SET
- RAILROAD SPIKE EXISTING
- IRON PIN SET D/F 1963
- ▲ IRON PIN EXISTING
- IRON PIPE EXISTING
- CONCRETE MONUMENT EXISTING
- WOOD FENCE POST EXISTING
- STEEL FENCE POST EXISTING
- IRON STAKE EXISTING
- BLAZED & PAINTED TREE



THIS IS NOT A CERTIFICATION OF OWNERSHIP OF THE PROPERTY SHOWN HEREON. THE OWNERS OF ADJOINING PROPERTIES ARE ACCORDING TO THE CURRENT ASSESSORS RECORDS. THIS SURVEY IS SUBJECT TO THE FINDINGS OF AN ACCURATE TITLE SEARCH.

THIS SURVEY IS MADE SUBJECT TO ALL PRIOR DEED OF TRUST, MORTGAGES, LIENS, JUDGEMENTS, EASEMENTS, RIGHT-OF-WAYS, TAXES OR CLAIMS AS OF THIS DATE UPON THE FOREGOING DESCRIBED TRACT OF LAND.

ALL BEARINGS AND DISTANCES ARE BASED ON A FIELD RUN SURVEY USING ELECTRONIC TOTAL STATION AND HAVE BEEN ADJUSTED FOR TEMPERATURE AND PRESSURE.

THIS SURVEY IS COPYRIGHTED AS OF THE DATE AS SHOWN ON THIS SURVEY. ALL RIGHTS RESERVED BY D.P. SURVEYING, AND IS NOT TO BE COPIED OR REPRODUCED WITHOUT WRITTEN PERMISSION.

## CERTIFICATION OF ACCURACY:

THIS IS A CATEGORY II SURVEY WITH THE RATIO OF PRECISION ON THE UNADJUSTED TRAVERSE GREATER THAN 1" IN 15,000', AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

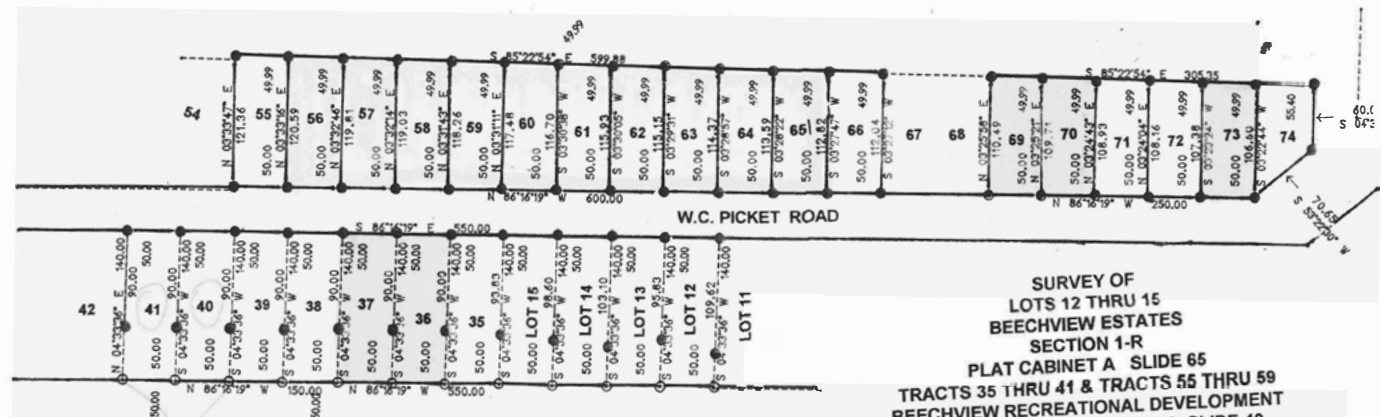
*David H. Parsons*  
DAVID H. PARSONS, T.R.L.S. NO. 1993

D.P. SURVEYING  
300 EAST BIG SPRINGS ROAD  
LAWRENCEBURG, TN 38464  
PHONE: (931) 279-1290



VICINITY MAP NOT TO SCALE

REMAINING LANDS OF  
BEECHVIEW PROPERTIES, LLC



## SURVEY OF LOTS 12 THRU 15 BEECHVIEW ESTATES SECTION 1-R

PLAT CABINET A SLIDE 65

TRACTS 35 THRU 41 & TRACTS 55 THRU 59  
BEECHVIEW RECREATIONAL DEVELOPMENT

SECTION 14 PLAT CABINET 3 SLIDE 40

TRACTS 60 THRU 66 & TRACTS 69 THRU 74  
BEECHVIEW RECREATIONAL DEVELOPMENT

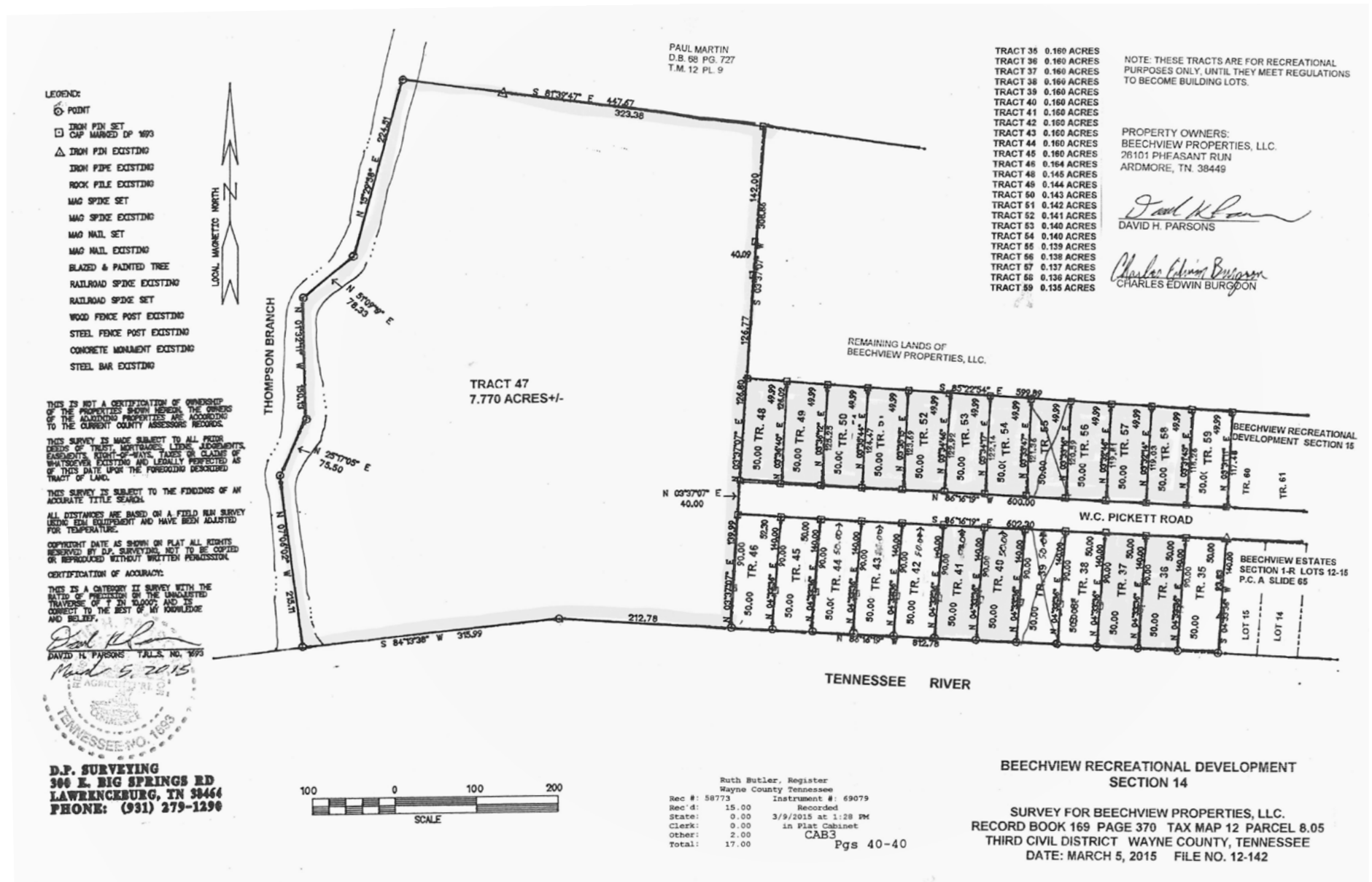
SECTION 15 PLAT CABINET 3 SLIDE 41

BEECHVIEW PROPERTIES, LLC.

RECORD BOOK 169 PAGE 370 TAX MAP 12 PARCEL 8.05  
THIRD CIVIL DISTRICT WAYNE COUNTY, TENNESSEE

DATE: MARCH 5, 2015 FILE NO. 12-142

# Survey Lots 35-46, 48-59



# Survey Lots 45-48, 50-51, 87-91

- LEGEND:**
- POINT
  - MAG NAIL SET
  - MAG NAIL EXISTING
  - MAG SPIKE SET
  - RAILROAD SPIKE SET
  - RAILROAD SPIKE EXISTING
  - IRON PIN SET DP 1993
  - △ IRON PIN EXISTING
  - IRON PIPE EXISTING
  - CONCRETE MONUMENT EXISTING
  - WOOD FENCE POST EXISTING
  - STEEL FENCE POST EXISTING
  - IRON STAKE EXISTING
  - BLAZED & PAINTED TREE

NOTE: THESE TRACTS ARE FOR RECREATIONAL PURPOSES ONLY, UNTIL THEY MEET REGULATIONS TO BECOME BUILDING LOTS

PROPERTY OWNERS:  
BEECHVIEW PROPERTIES, LLC.  
26101 PHEASANT RUN  
ARDMORE, TN. 38449

*David H. Parsons*  
DAVID H. PARSONS

*Charles Edwin Burgeon*  
CHARLES EDWIN BURGEON

THIS IS NOT A CERTIFICATION OF OWNERSHIP OF THE PROPERTY SHOWN HEREON. THE OWNERS OF ADJOINING PROPERTIES ARE ACCORDING TO THE CURRENT ASSESSORS RECORDS. THIS SURVEY IS SUBJECT TO THE FINDINGS OF AN ACCURATE TITLE SEARCH.

THIS SURVEY IS MADE SUBJECT TO ALL PRIOR DEED OF TRUST, MORTGAGES, LIENS, JUDGEMENTS, EASEMENTS, RIGHT-OF-WAYS, TAXES OR CLAIMS AS OF THIS DATE UPON THE FOREGOING DESCRIBED TRACT OF LAND.

ALL BEARINGS AND DISTANCES ARE BASED ON A FIELD RUN SURVEY USING ELECTRONIC TOTAL STATION AND HAVE BEEN ADJUSTED FOR TEMPERATURE AND PRESSURE.

THIS SURVEY IS COPYRIGHTED AS OF THE DATE AS SHOWN ON THIS SURVEY, ALL RIGHTS RESERVED BY D.P. SURVEYING, AND IS NOT TO BE COPIED OR REPRODUCED WITHOUT WRITTEN PERMISSION.

**CERTIFICATION OF ACCURACY:**

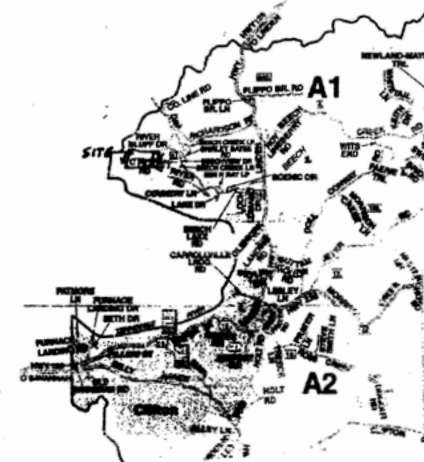
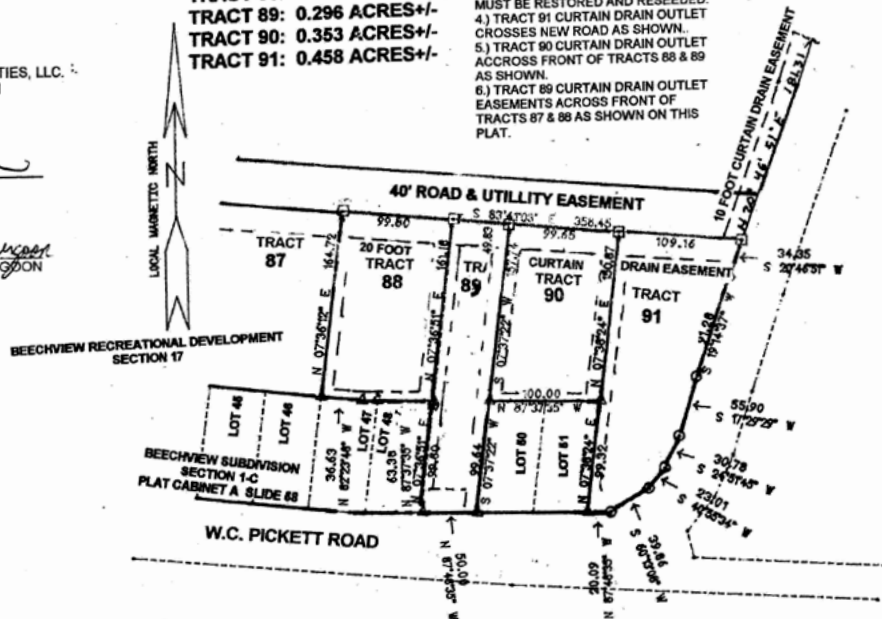
THIS IS A CATEGORY II SURVEY WITH THE RATIO OF PRECISION ON THE UNADJUSTED TRAVERSE GREATER THAN 1:10,000 AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*David H. Parsons*  
DAVID H. PARSONS, T.S. & L.S. NO. 11693  
March 11, 2016

D.P. SURVEYING  
300 EAST BIG SPRINGS ROAD  
LAWRENCEBURG, TN 38464  
PHONE: (931) 279-1290

TRACT 88: 0.375 ACRES+/-  
TRACT 89: 0.296 ACRES+/-  
TRACT 90: 0.353 ACRES+/-  
TRACT 91: 0.458 ACRES+/-

NOTE:  
1.) THERE IS A 5 FOOT UTILITY EASEMENT RESERVED ALONG THE INSIDE OF ALL PROPERTY LINES SHOWN HEREON.  
2.) NO STRUCTURES TO BE BUILT WITHIN 10 FEET OF A PROPERTY LINE.  
3.) WHEN DRAIN LINES ARE INSTALLED ACROSS OTHER TRACTS THE AREA MUST BE RESTORED AND RESEEDED.  
4.) TRACT 91 CURTAIN DRAIN OUTLET CROSSES NEW ROAD AS SHOWN.  
5.) TRACT 90 CURTAIN DRAIN OUTLET ACROSS FRONT OF TRACTS 88 & 89 AS SHOWN.  
6.) TRACT 89 CURTAIN DRAIN OUTLET EASEMENTS ACROSS FRONT OF TRACTS 87 & 88 AS SHOWN ON THIS PLAT.



VICINITY MAP NOT TO SCALE

Ruth Butler, Register  
Wayne County Tennessee  
Rec'd: 63142  
State: 15.00  
Clerk: 0.00  
Other: 0.00  
Total: 17.00  
Instrument #: 75031  
Recorded: 4/26/2017 at 11:04 AM  
in Flat Cabinet  
CAB3  
Pgs 82-82

SURVEY OF  
BEECHVIEW RECREATIONAL DEVELOPMENT  
SECTION 18  
BEECHVIEW PROPERTIES, LLC.  
RECORD BOOK 169 PAGE 370 TAX MAP 29 PARCEL 11  
THIRD CIVIL DISTRICT WAYNE COUNTY, TENNESSEE  
DATE: MARCH 11, 2016 SCALE: 1" = 100'  
FILE NO. 12-142

# Survey Lots 82-87, 35-46

## LEGEND:

- POINT
- MAG NAIL SET
- MAG NAIL EXISTING
- MAG SPIKE SET
- RAILROAD SPIKE SET
- RAILROAD SPIKE EXISTING
- IRON PIN SET OF 1983
- ▲ IRON PIN EXISTING
- IRON PIPE EXISTING
- CONCRETE MONUMENT EXISTING
- WOOD FENCE POST EXISTING
- STEEL FENCE POST EXISTING
- IRON STAKE EXISTING
- BLAZED & PAINTED TREE

NOTE: THESE TRACTS ARE FOR RECREATION PURPOSES ONLY, UNTIL THEY MEET REGULATIONS TO BECOME BUILDING LOTS.

PROPERTY OWNERS:  
BEECHVIEW PROPERTIES, LLC.  
28101 PHEASANT RUN  
ARDMORE, TN 38449

*David H. Parsons*  
DAVID H. PARSONS

*Charles Edwin Burgeon*  
CHARLES EDWIN BURGEON



THIS IS NOT A CERTIFICATION OF OWNERSHIP OF THE PROPERTY SHOWN HEREON. THE OWNERS OF ADJOINING PROPERTIES ARE ACCORDING TO THE CURRENT ASSESSORS RECORDS. THIS SURVEY IS SUBJECT TO THE FINDINGS OF AN ACCURATE TITLE SEARCH.

THIS SURVEY IS MADE SUBJECT TO ALL PRIOR DEED OF TRUST, MORTGAGES, LIENS, JUDGEMENTS, EASEMENTS, RIGHT-OF-WAYS, TAXES OR CLAIMS AS OF THIS DATE UPON THE FOREGOING DESCRIBED TRACT OF LAND.

ALL BEARINGS AND DISTANCES ARE BASED ON A FIELD RUN SURVEY USING ELECTRONIC TOTAL STATION AND HAVE BEEN ADJUSTED FOR TEMPERATURE AND PRESSURE.

THIS SURVEY IS COPYRIGHTED AS OF THE DATE AS SHOWN ON THIS SURVEY, ALL RIGHTS RESERVED BY D.P. SURVEYING, AND IS NOT TO BE COPIED OR REPRODUCED WITHOUT WRITTEN PERMISSION.

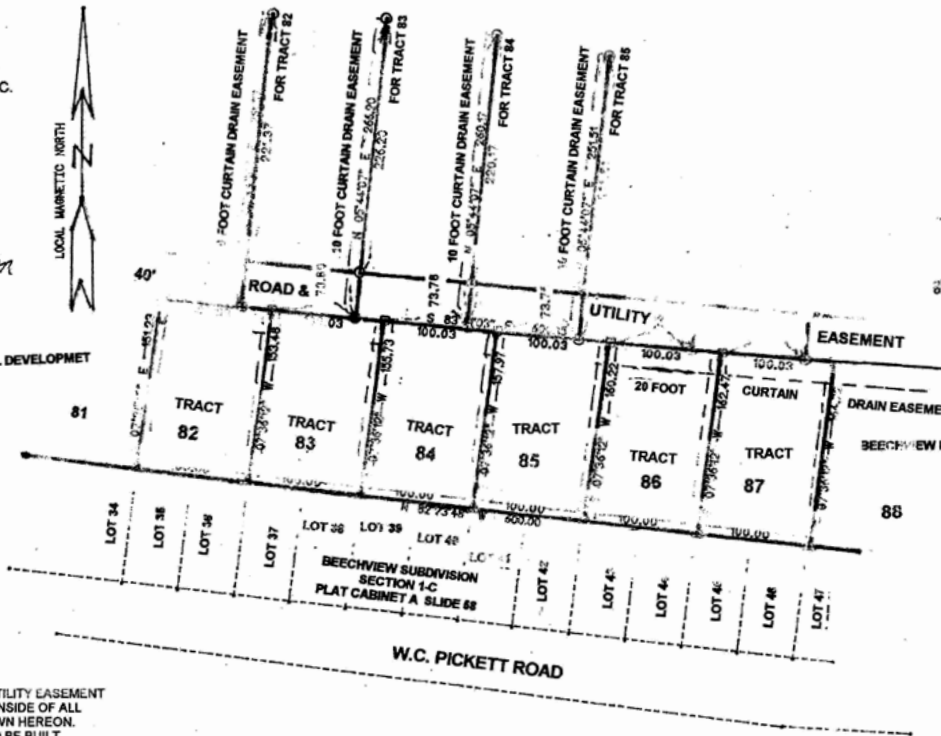
## CERTIFICATION OF ACCURACY:

THIS IS A CERTIFICATION OF ACCURACY WITH THE RATIO OF PRECISION OF THE SURVEY. THE SURVEY IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*David H. Parsons*  
DAVID H. PARSONS, L.L.C.

D.P. SURVEYING  
380 EAST BROADWAY ROAD  
LAWRENCEBURG, TN 38454  
PHONE: (631) 279-1290

- NOTE:
- 1.) THERE IS A 5 FOOT UTILITY EASEMENT RESERVED ALONG THE INSIDE OF ALL PROPERTY LINES SHOWN HEREON.
  - 2.) NO STRUCTURES TO BE BUILT WITHIN 10 FEET OF A PROPERTY LINE.
  - 3.) WHEN DRAIN LINES ARE INSTALLED ACROSS OTHER TRACTS THE AREA MUST BE RESTORED AND RESEEDED.
  - 4.) TRACT 87 CURTAIN DRAIN OUTLET AT CULVERT IN FRONT OF TRACT 86.
  - 5.) TRACT 86 CURTAIN DRAIN OUTLET AT CULVERT IN FRONT OF TRACT 85.
  - 6.) TRACT 82, 83, 84 & 85 CURTAIN DRAIN OUTLET IN EASEMENTS AS SHOWN ON THIS PLAT.



VICINITY MAP NOT TO SCALE

Ruth Butler, Register  
Wayne County Tennessee  
Rec #: 63142  
Rec'd: 15.00  
State: 0.00  
Clerk: 0.00  
Total: 17.00  
Instrument #: 75030  
Recorded  
4/26/2017 at 11:04 AM  
in Plat Cabinet  
CAB3  
Pgs 81-81

TRACT 82: 0.350 ACRES+/-  
TRACT 83: 0.355 ACRES+/-  
TRACT 84: 0.360 ACRES+/-  
TRACT 85: 0.365 ACRES+/-  
TRACT 86: 0.370 ACRES+/-  
TRACT 87: 0.375 ACRES+/-  
TRACT 88: 0.375 ACRES+/-

SURVEY OF  
BEECHVIEW RECREATIONAL DEVELOPMENT  
SECTION 17  
BEECHVIEW PROPERTIES, LLC.  
RECORD BOOK 169 PAGE 370 TAX MAP 29 PARCEL 11  
THIRD CIVIL DISTRICT WAYNE COUNTY, TENNESSEE  
DATE: MARCH 11, 2016 SCALE: 1" = 100'  
FILE NO. 12-142

# Survey Lots 92-99

LEGEND:  
 ○ POINT  
 MAG NAIL SET  
 MAG NAIL EXISTING  
 MAG SPIKE SET  
 RAILROAD SPIKE SET  
 RAILROAD SPIKE EXISTING

NOTE: THESE TRACTS ARE FOR RECREATIONAL PURPOSES ONLY, UNTIL THEY MEET REGULATIONS TO BECOME BUILDING LOTS.

PROPERTY OWNERS:  
 BEECHVIEW PROPERTIES, LLC.  
 26101 PHEASANT RUN  
 ARDMORE, TN. 38449

DAVID H. PARSONS

CHARLES EDWIN BURGOON

IRON PIN SET DP 1693  
 IRON PIN EXISTING  
 IRON PIPE EXISTING  
 CONCRETE MONUMENT EXISTING  
 WOOD FENCE POST EXISTING  
 STEEL FENCE POST EXISTING  
 IRON STAKE EXISTING  
 BLAZED & PAINTED TREE

THIS IS NOT A CERTIFICATION OF OWNERSHIP OF THE PROPERTY SHOWN HEREON. THE OWNERS OF ADJOINING PROPERTIES ARE ACCORDING TO THE CURRENT ASSESSORS RECORDS. THIS SURVEY IS SUBJECT TO THE FINDINGS OF AN ACCURATE TITLE SEARCH.

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CERTIFICATION OF ACCURACY:

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DAVID H. PARSONS, T.R.L.S. NO. 1693

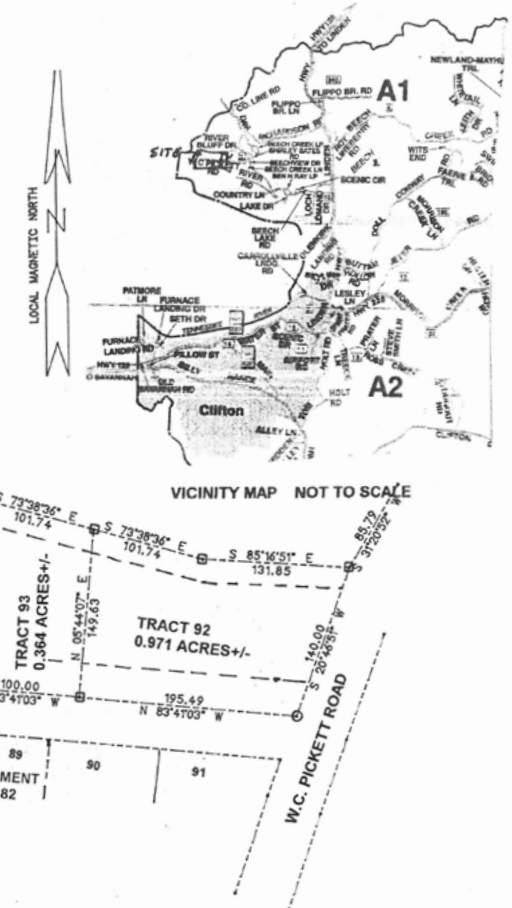
D.P. SURVEYING  
 P.O. BOX 761  
 WAYNESBORO, TN, 38485  
 PHONE: 931-279-1290



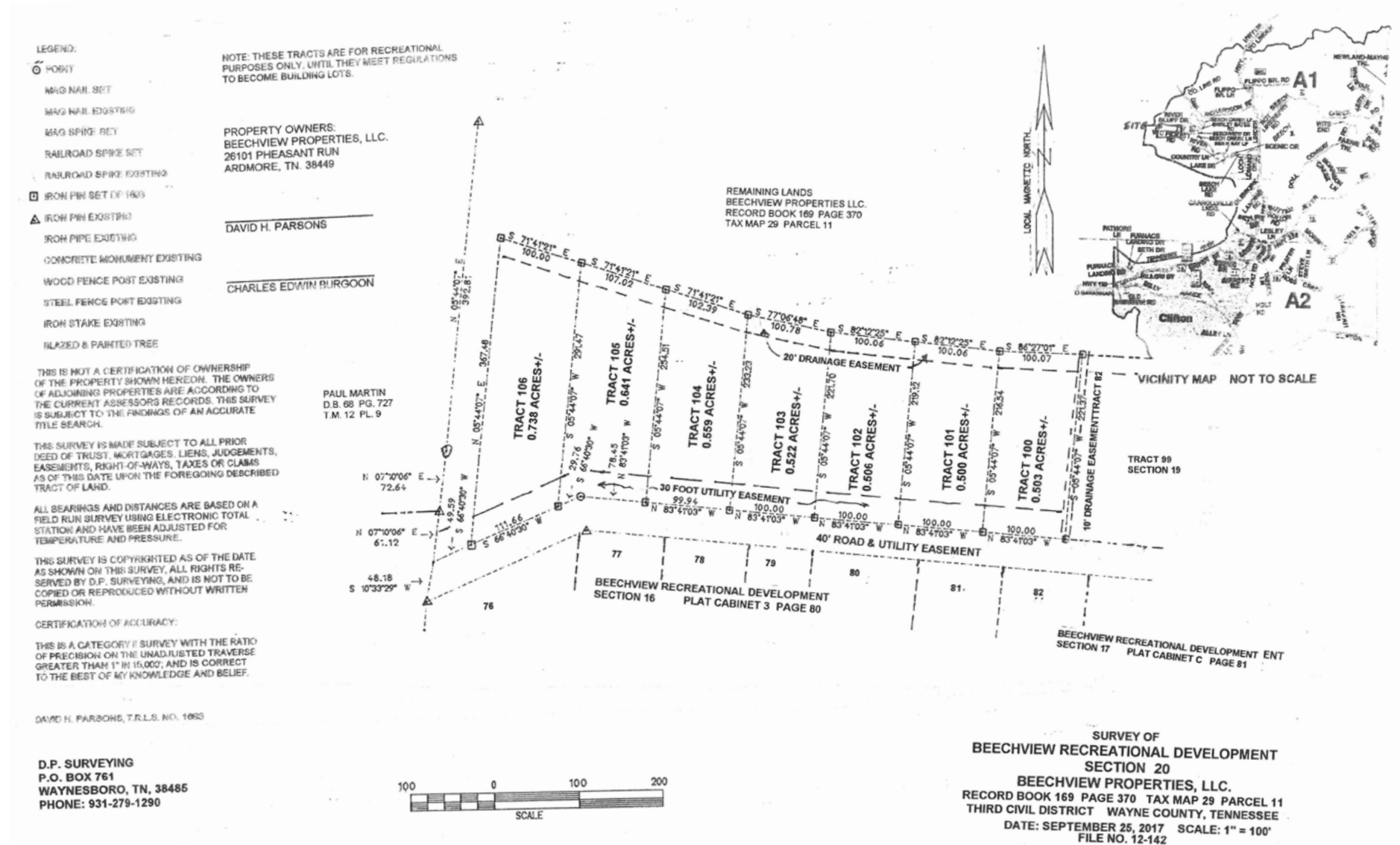
BEECHVIEW RECREATIONAL DEVELOPMENT  
 SECTION 17 PLAT CABINET C PAGE 81

BEECHVIEW RECREATIONAL DEVELOPMENT  
 SECTION 18 PLAT CABINET 3 PAGE 82

SURVEY OF  
 BEECHVIEW RECREATIONAL DEVELOPMENT  
 SECTION 19  
 BEECHVIEW PROPERTIES LLC.  
 RECORD BOOK 169 PAGE 370 TAX MAP 29 PARCEL 11  
 TAX MAP 12 PARCEL 8.05 THIRD CIVIL DISTRICT  
 WAYNE COUNTY, TENNESSEE SCALE: 1"=100'  
 DATE: SEPTEMBER 25, 2017 FILE NO. 12-142



# Survey Lots 100-106



# Survey Lots 107-114

## LEGEND:

- POINT
- MAG NAIL SET
- MAG NAIL EXISTING
- MAG SPIKE SET
- RAILROAD SPIKE SET
- RAILROAD SPIKE EXISTING
- IRON PIN SET DP 1893
- ▲ IRON PIN EXISTING
- IRON PIPE EXISTING
- CONCRETE MONUMENT EXISTING
- WOOD FENCE POST EXISTING
- STEEL FENCE POST EXISTING
- IRON STAKE EXISTING
- BLAZED & PAINTED TREE

NOTE: THESE TRACTS ARE FOR RECREATIONAL PURPOSES ONLY, UNTIL THEY MEET REGULATIONS TO BECOME BUILDING LOTS.

PROPERTY OWNERS:  
BEECHVIEW PROPERTIES, LLC.  
26101 PHEASANT RUN  
ARDMORE, TN 38448

DAVID H. PARSONS

CHARLES EDWIN BURGOON

THIS IS NOT A CERTIFICATION OF OWNERSHIP OF THE PROPERTY SHOWN HEREON. THE OWNERS OF ADJOINING PROPERTIES ARE ACCORDING TO THE CURRENT ASSESSORS RECORDS. THIS SURVEY IS SUBJECT TO THE FINDINGS OF AN ACCURATE TITLE SEARCH.

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## CERTIFICATION OF ACCURACY:

THIS IS A CATEGORY II SURVEY WITH THE RATIO OF PRECISION IN THE ADJUSTED TRAVERSE GREATER THAN 1 IN 10,000. THIS IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*David H. Parsons*  
DAVID H. PARSONS, S.T.R. 00, 1898

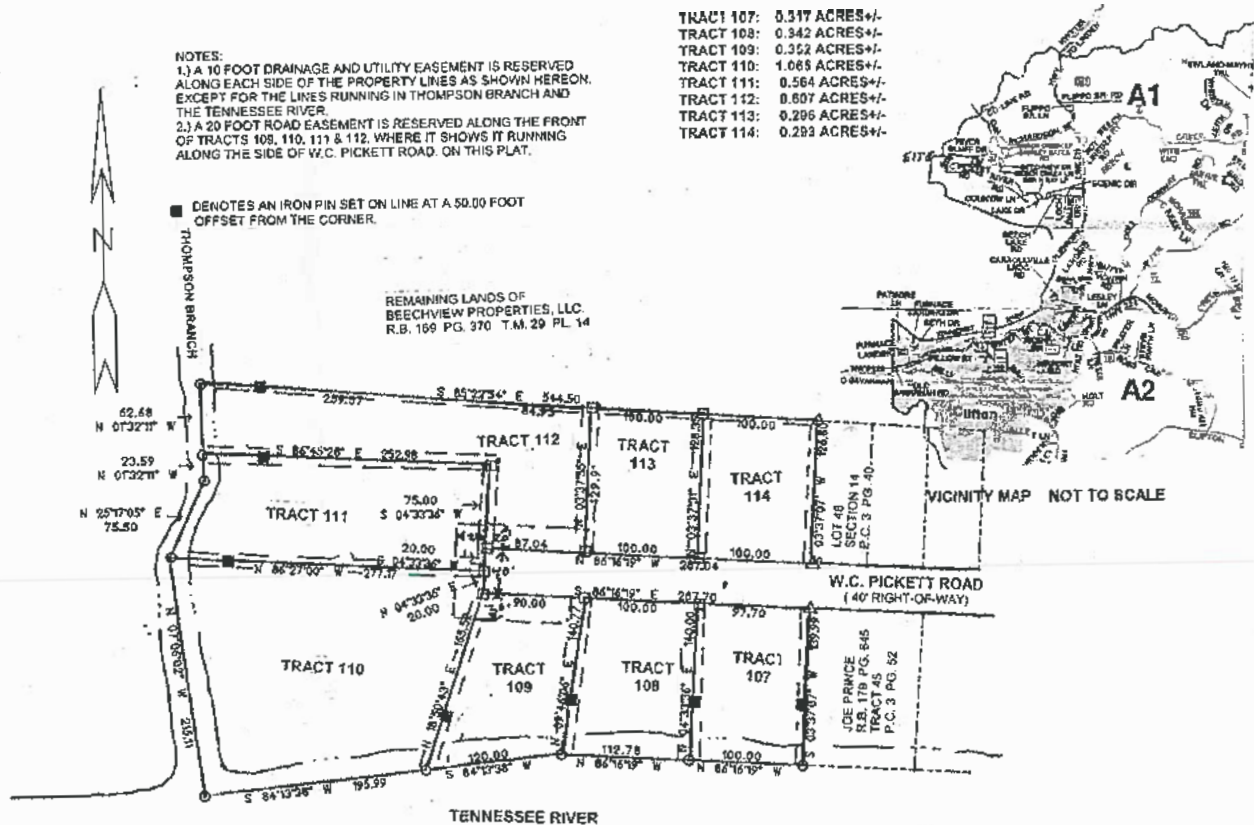
D.P. SURVEYING  
P.O. BOX 761  
WAYNESBORO, TN, 38485  
PHONE: 931-279-1290

## NOTES:

- 1.) A 10 FOOT DRAINAGE AND UTILITY EASEMENT IS RESERVED ALONG EACH SIDE OF THE PROPERTY LINES AS SHOWN HEREON, EXCEPT FOR THE LINES RUNNING IN THOMPSON BRANCH AND THE TENNESSEE RIVER.
- 2.) A 20 FOOT ROAD EASEMENT IS RESERVED ALONG THE FRONT OF TRACTS 108, 110, 111 & 112, WHERE IT SHOWS IT RUNNING ALONG THE SIDE OF W.C. PICKETT ROAD. ON THIS PLAT.

■ DENOTES AN IRON PIN SET ON LINE AT A 50.00 FOOT OFFSET FROM THE CORNER.

REMAINING LANDS OF  
BEECHVIEW PROPERTIES, LLC.  
R.B. 169 PG. 370 T.M. 29 PL. 14



TRACT 107:	0.317 ACRES+/-
TRACT 108:	0.342 ACRES+/-
TRACT 109:	0.352 ACRES+/-
TRACT 110:	1.065 ACRES+/-
TRACT 111:	0.564 ACRES+/-
TRACT 112:	0.607 ACRES+/-
TRACT 113:	0.296 ACRES+/-
TRACT 114:	0.293 ACRES+/-

## BEECHVIEW RECREATIONAL DEVELOPMENT SECTION 21

SURVEY FOR BEECHVIEW PROPERTIES, LLC.  
RECORD BOOK 169 PAGE 370 TAX MAP 29 PARCEL 14  
THIRD CIVIL DISTRICT WAYNE COUNTY, TENNESSEE  
DATE: MARCH 1, 2015 SCALE: 1" = 100'  
FILE NO. 12-142

# Title Commitment

## COMMITMENT FOR TITLE INSURANCE



Issued By the Old Republic National Insurance Company

Old Republic National Title Insurance Company, a Minnesota corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and changes and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

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

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

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

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

Issued through the Office of

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By



President

Attest

Secretary

Authorized Signatory

ORT Form 4308  
ALTA Commitment for Title Insurance 6/06

**OLD REPUBLIC**  
National Title Insurance Company

**COMMITMENT FOR TITLE INSURANCE**

Commitment No. OR18-305

**SCHEDULE A**

1. Effective Date: 6<sup>th</sup> day of August, 2018, at 8:00 A.M.

2. Policy or Policies to be issued:

(a) ☒ ALTA Owner Policy: 6-17-06

\$ \_\_\_\_\_

Proposed Insured: \_\_\_\_\_

(b) ☒ ALTA Loan Policy: 6-17-06

\$ \_\_\_\_\_

☐ Conv ☐ FHA ☐ VA

Proposed Insured: \_\_\_\_\_

3. The estate or interest in the land described or referred to in the Commitment and covered herein is fee simple and is at the effective date hereof vested in Beechview Properties, LLC, by deed of Beechview Corporation, dated November 19, 2014, of record in Record Book 169, Page 370, Register's Office of Wayne County, Tennessee.

4. The land referred to in this Commitment is situated in the County of Wayne, State of Tennessee, and described as follows:

SEE ATTACHED EXHIBIT "A"

Countersigned:  
ALAN C. BETZ

  
Authorized Officer or Agent

American Land Title Association Commitment  
Valid Only If Schedule B and Cover are Attached  
Schedule A

**OLD REPUBLIC**  
**National Title Insurance Company**

Commitment No. OR18-305

**SCHEDULE B - SECTION 1**

The following are the requirements to be complied with:

1. Instrument creating the estate or interest to be insured must be executed and filed for record, to-wit:

(a) The Warranty Deed to \_\_\_\_\_ from Beechview Properties, LLC must be executed and recorded in the Register's Office of Wayne County, Tennessee.

2. Pay the full consideration to, or for the account of, the grantors or mortgagors.

3. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.

4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.

5. Record release of Deed of Trust executed by Beechview Properties, LLC to George G. Gray, Trustee, for the benefit of the Wayne County Bank, of record in Record Book 169, Page 392, Register's Office of Wayne County, Tennessee, in the principal amount of \_\_\_\_\_.

6. Record release of Deed of Trust executed by Beechview Properties, LLC to George G. Gray, Trustee, for the benefit of the Wayne County Bank, of record in Record Book 198, Page 526, Register's Office of Wayne County, Tennessee, in the principal amount of \_\_\_\_\_.

ALTA Commitment  
Schedule B - Section 1

**OLD REPUBLIC**  
**National Title Insurance Company**

Commitment No. OR18-305

**SCHEDULE B - SECTION 2**

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

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

2. Rights or claims of parties other than Insured in actual possession of any or all of the property.

3. Unrecorded easements, discrepancies or conflicts in boundary lines, shortage in area and encroachments which an accurate and complete survey would disclose.

4. Unfiled mechanics' or materialmen's liens.

5. The 2017 Wayne County taxes have been paid as follows: a) Map 29 C-B, Parcel 7.00 \$52.00, b) Map 29 C-B, Parcel 8.00 \$52.00, c) Map 29 C-B, Parcel 9.00 \$52.00, d) Map 29 C-F, Parcel 40.00 \$58.00 e) Map 29 C-F, Parcel 41.00 \$58.00, f) Map 29 C-F, Parcel 42.00 \$58.00, g) Map 29 C-F, Parcel 43.00 \$58.00, h) Map 29 C-F, Parcel 44.00 \$58.00, i) Map 29 C-F, Parcel 45.00 \$58.00, j) Map 29 C-F, Parcel 49.00 \$58.00, k) Map 29 C-F, Parcel 50.00 \$58.00, l) Map 29 C-F, Parcel 53.00 \$58.00, m) Map 29 C-F, Parcel 54.00 \$52.00, n) Map 29 C-C, Parcel 27.00 \$58.00, o) Map 29 C-F, Parcel 12.00 \$127.00, p) Map 29 C-F, Parcel 13.00, q) Map 29 C-F, Parcel 14.00 \$127.00, r) Map 29 C-F, Parcel 15.00 \$127.00, s) Map 12 N-A, Parcel 15.00 \$35.00, t) Map 12 N-A, Parcel 16.00 \$35.00, u) Map 12 N-A, Parcel 18.00 \$35.00, v) Map 12 N-A, Parcel 19.00 \$35.00, w) Map 29 N-A, Parcel 20.00 \$35.00, x) Map 12 N-A, Parcel 21.00 \$35.00, z) Map 12 N-B, Parcel 5.00 \$52.00, aa) Map 12 N-B, Parcel 6.00 \$52.00, bb) Map 12 N-B, Parcel 7.00 \$52.00, cc) Map 12 N-B, Parcel 8.00 \$52.00, dd) Map 12 N-B, Parcel 9.00 \$52.00, ee) Map 12 N-B, Parcel 10.00 \$52.00, ff) Map 12 N-B, Parcel 11.00 \$52.00, gg) Map 12 N-B, Parcel 12.00 \$52.00, hh) Map 12 N-B, Parcel 13.00 \$52.00, ii) Map 29 C-A, Parcel 9.00 \$52.00, jj) Map 29 C-A, Parcel 10.00 \$52.00, kk) Map 12, Parcel 8.05 \$266.00, ll) Map 12, Parcel 8.05 \$266.00, mm) Map 29, Parcel 10.00 \$160.00, nn) Map 29, Parcel 11.00 \$135.00, oo) Map 29 E-D, Parcel 1.00 \$413.00, pp) Map 29 E-D, Parcel 2.00 \$173.00, qq) Map 29 E-D, Parcel 3.00 \$63.00, rr) Map 29 E-D, Parcel 4.00 \$63.00, ss) Map 12 N-B, Parcel 19.00 \$151.00, tt) Map 29 C-B, Parcel 12.00 \$41.00, uu) Map 29 C-B, Parcel 13.00 \$41.00, vv) Map 29, Parcel 14.00 \$665.00, ww) Map 29 C-C, Parcel 1.00 \$58.00, xx) Map 29 C-C, Parcel 3.00 \$58.00, yy) Map 29 C-F, Parcel 16.00 \$127.00, zz) Map 29 C-F, Parcel 17.00 \$127.00, aaa) Map 29 C-F, Parcel 18.00 \$127.00, bbb) Map 29 C-F, Parcel 19.00 \$127.00, ccc) Map 29 C-F, Parcel 21.00 \$127.00, ddd) Map 29 C-F, Parcel 22.00 \$127.00, eee) Map 29 C-F, Parcel 31.00 \$58.00, fff) Map 29 C-F, Parcel 32.00 \$58.00, ggg) Map 29 C-F, Parcel 33.00 \$58.00, hhh) Map C-F, Parcel 34.00 \$58.00, iii) Map 29 C-F, Parcel 36.00 \$58.00, jjj) Map 29 C-F, Parcel 37.00 \$58.00, kkk) Map 29 C-F, Parcel 38.00 \$58.00, lll) Map 29 C-F, Parcel 39.00 \$58.00, mmm) Map 29 E-D, Parcel 30.00 \$58.00, nnn) Map 29 E-D, Parcel 32.00 \$58.00, ooo) Map 29 E-D, Parcel 34.00 \$55.00, ppp) Map E-D, Parcel 35.00 \$55.00, and qqq) Map 29 E-D, Parcel 37.00 \$52.00. Taxes are due on October 1 of each and every year. The 2018 Wayne County taxes are not yet due and payable, but do constitute a lien.

6. Subject to Declarations of Conditions, Covenants, and Restrictions, of record in MCL Book 18, Page 263, Register's Office of Wayne County, Tennessee.

7. Subject to Certificate of Expansion, of record in MCL Book 21, Page 71, Register's Office of Wayne County, Tennessee.

8. Subject to Amendment of Declaration of Conditions, Covenants, and Restrictions, of record MCL Book 27, Page 776, Register's Office of Wayne County, Tennessee.

9. Subject to a Certificate of Expansion, of record in MCL Book 27, Page 779, Register's Office of Wayne County, Tennessee.

10. Subject to Correction of Certificate of Expansion, of record in MCL Book 27, Page 791, Register's Office of Wayne County, Tennessee.

11. Subject to Certificate of Expansion, of record in MCL Book 37, Page 586, Register's Office of Wayne County, Tennessee.

12. Subject to Certificate of Expansion, of record in MCL Book 37, Page 588, Register's Office of Wayne County, Tennessee.

American Land Title Association Commitment

Schedule B - Section 2

**OLD REPUBLIC**  
**National Title Insurance Company**

Commitment No. Or18-305

**SCHEDULE B - SECTION 2 - CONT.**

13. Subject to Declaration of Conditions, Covenants, and Restrictions, of record in MCL Book 37, Page 590, Register's Office of Wayne County, Tennessee.
14. Subject to Amended Certificate of Expansion, of record in MCL Book 39, Page 664, Register's Office of Wayne County, Tennessee.
15. Subject to Certification of Expansion, of record in MCL Book 39, Page 666, Register's Office of Wayne County, Tennessee.
16. Subject to Corrected Certificate of Expansion, of record in MCL Book 39, Page 764, Register's Office of Wayne County, Tennessee.
17. Subject to Amendment of Conditions, Covenants, and Restrictions, of record in MCL Book 42, Page 648, Register's Office of Wayne County, Tennessee.
18. Subject to Assignment and Agreement, of record in Record Book 15, Page 588, Register's Office of Wayne County, Tennessee.
19. Subject to Deed and Instrument of Dedication, of record in Record Book 171, Page 748, Register's Office of Wayne County, Tennessee.
20. Subject to Certificate of Expansion, of record in Record Book 171, Page 883, Register's Office of Wayne County, Tennessee.
21. Subject to Certificate of Expansion, of record in Record Book 173, Page 130, Register's Office of Wayne County, Tennessee.
22. Subject to General Restriction regarding subsurface sewage system, of record in Record Book 178, Page 503, Register's Office of Wayne County, Tennessee.
23. Subject to Amended Recitals for Beechview Estates, of record in Record Book 182, Page 422, Register's Office of Wayne County, Tennessee.
24. Subject to Deed of Easement for Certain Drain, of record in Record Book 205, Page 253, Register's Office of Wayne County, Tennessee.
25. Subject to certain field line easements of record in MCL Book 21, Page 725, MCL Book 22, Page 47, MCL Book 22, Page 50, MCL Book 22, Page 510, and MCL Book 23, Page 64 Register's Office of Wayne County, Tennessee.
26. Subject to Application for Greenbelt Assessment - Agricultural, dated February 9, 2015, of record in Record Book 171, Page 265, Register's Office of Wayne County, Tennessee.
27. Subject to Application for Greenbelt Assessment - Agricultural, dated February 9, 2015, of record in Record Book 171, Page 266, Register's Office of Wayne County, Tennessee.
28. Subject to plans or/and plats of record in: a) Plat Cabinet A, Page 58, b) Plat Cabinet A, Page 59, c) Plat Cabinet 3, Page 30, d) Plat Cabinet 3, Page 31, e) Plat Cabinet 3, Page 32, f) Plat Cabinet 3, Page 33, g) Plat Cabinet 3, Page 34, h) Plat Cabinet 3, Page 36, i) Plat Cabinet 3, Page 37, j) Plat Cabinet 3, Page 38, k) Plat Cabinet 3, Page 40, l) Plat Cabinet 3, Page 41, m) Plat Cabinet 3, Page 42, n) Plat Cabinet 3, Page 43, o) Plat Cabinet 3, Page 52, p) Plat Cabinet 3, Page 53, q) Plat Cabinet 3, Page 58, r) Plat Cabinet 3, Page 65, s) Plat Cabinet 3, Page 67, t) Plat Cabinet 3, Page 68, u) Plat Cabinet 3, Page 80, v) Plat Cabinet 3, Page 81, w) Plat Cabinet 3, Page 82, x) Plat Cabinet 3, Page 83, y) Plat Cabinet 3, Page 84, z) Plat Cabinet 3, Page 102, aa) Plat Cabinet 3, Page 103, bb) Plat Cabinet 3, Page 104, cc) Plat Cabinet 3, Page 133, dd) Plat Cabinet 3, Page 39, ee) Plat Cabinet A, Page 34, ff) Plat Cabinet A, Page 35, gg) Plat Cabinet A, Page 30, hh) Plat Cabinet A, Page 43, and ii) Plat Cabinet A, Page 65, all of record in the Register's Office of Wayne County, Tennessee.
29. Subject to right of way easement for Clifton Bend Road.
30. Subject to right of way easement for W.C. Pickett Road.

American Land Title Association Commitment  
Schedule B - Section 2



**OLD REPUBLIC**  
**National Title Insurance Company**

Commitment No. OR18-305

**SCHEDULE B - SECTION 2 – CONT.**

- 31. Subject to the 50' right of way easement as reflected in the description of said real property.
- 32. Subject to the meanders of the Tennessee River.
- 33. Subject to the meanders of the branches as reflected in the description of said real property.
- 34. Subject to the right of way of Shirley Bates Road.
- 35. Subject to right of way easement for Beechview Road.
- 36. The acreage stated in the legal description of the land is for description purposes only. No insurance is afforded as to the exact amount of acreage contained in the property described herein.

NOTE: AN OWNER'S POLICY ISSUED IN CONNECTION WITH THIS COMMITMENT WILL CONTAIN THE FOLLOWING PRE-PRINTED EXCEPTIONS:

- 1. Rights or claims of parties others than Insured in actual possession of any or all of the property.
- 2. Unrecorded easements, discrepancies or conflicts in boundary lines, shortage in area and encroachments which an accurate and complete survey would disclose.
- 3. Unfiled mechanics' or materialmen's liens.

American Land Title Association Commitment  
Schedule B - Section 2

## EXHIBIT A

Certain tracts or parcels of land lying and being situated in the 3<sup>rd</sup> Civil District of Wayne County, Tennessee, and being more particularly bounded and described as follows:

**TRACT NO. 1:** Lying North of and on the waters of the Tennessee River, and being more particularly bounded and described as follows:

BEGINNING at an iron pin set in the South right of way of Clifton Bend Road, said iron pin being the Northeast corner of William Perry as recorded in Deed Book 64, page 539, Register's Office of Wayne County, Tennessee, and the Northern most Northwest corner of the tract being described; thence with said South right of way South 60 degrees, 47 minutes, 46 seconds East 87.75 feet, South 68 degrees, 45 minutes, 38 seconds East 122.34 feet, South 76 degrees, 34 minutes, 42 seconds East 394.31 feet, South 69 degrees, 22 minutes, 01 seconds East 111.67 feet to an iron pin found, said iron pin being the Northwest corner of Beechview Corporation as recorded in Deed Book 112, page 673, Register's Office of Wayne County, Tennessee, and the Northern most Northeast corner of the tract being described; thence leaving said South right of way with said Beechview Corporation South 11 degrees, 29 minutes, 10 seconds West 913.39 feet to an iron pin found, said iron pin being the Southwest corner of Lot 4 of Section 3-C of the said Beechview Corporation; thence continuing with the West boundary of said Section 3-C of said corporation South 12 degrees, 21 minutes, 26 seconds West 327.78 feet to an iron pin set, South 11 degrees, 37 minutes, 30 seconds West 97.51 feet to an iron pin set, South 12 degrees, 03 minutes, 23 seconds West 99.19 feet to an iron pin set, South 15 degrees, 13 minutes, 58 seconds West 163.86 feet to an iron pin set, said iron pin being the Southwest corner of Lot 1 of Section 3-C; thence South 15 degrees, 35 minutes 12 seconds West 267.46 feet to an iron pin set, South 12 degrees, 09 minutes, 07 seconds West 313.11 feet to an iron pin set, North 83 degrees, 25 minutes, 11 seconds East 135.32 feet, North 74 degrees, 53 minutes, 38 seconds East 65.31 feet, North 50 degrees, 06 minutes, 32 seconds East 92.32 feet, North 36 degrees, 55 minutes, 54 seconds East 79.05 feet to an iron pin found, North 68 degrees, 56 minutes, 16 seconds East 83.55 feet to an iron pin found in the South margin of a roadway; thence leaving said roadway South 32 degrees, 20 minutes, 18 seconds West 228.48 feet to an iron pin found, South 58 degrees, 08 minutes, 39 seconds East 99.93 feet to an iron pin found, said iron pin being the Southwest corner of Lot 18 of Section 3-B of said corporation; thence continuing with the South boundary of said Section 3-B of said corporation South 62 degrees, 52 minutes, 32 seconds East 89.96 feet to an iron pin found, South 53 degrees, 49 minutes, 16 seconds East 98.29 feet to an iron pin found, South 52 degrees, 35 minutes, 48 seconds East 81.34 feet to an iron pin found, South 53 degrees, 12 minutes, 07 seconds East 142.83 feet to an iron pin found, South 56 degrees, 04 minutes, 01 seconds East 67.22 feet to an iron pin found, South 35 degrees, 34 minutes, 23 seconds East 85.46 feet to an iron pin found, South 29 degrees, 32 minutes, 14 seconds East 91.57 feet to an iron pin found, South 26 degrees, 35 minutes, 06 seconds East 99.38 feet to an iron pin found, South 25 degrees, 37 minutes, 05 seconds East 101.14 feet to an iron pin found, South 24 degrees, 49 minutes, 03 seconds East 80.54 feet to an iron pin found, South 25 degrees, 01 minutes, 17 seconds East 72.56 feet to an iron pin found, South 24 degrees, 19 minutes, 20 seconds East 78.89 feet to an iron pin found, South 10 degrees, 49 minutes, 53 seconds East 88.83 feet to an iron pin found, South 15 degrees,

42 minutes, 21 seconds East 110.89 feet to an iron pin found, said iron pin being the Southwest corner of lot 4 of section 3-B, and the Northeast corner of Troy Kelsey as recorded in Deed Book 137, page 149, Register's Office of Wayne County, Tennessee; thence leaving said section 3-B with Kelsey South 70 degrees, 56 minutes, 36 seconds West 146.34 feet to an iron pin found, said iron pin being the Northwest corner of Kelsey; thence continuing with Kelsey South 14 degrees, 55 minutes, 24 seconds East 288.52 feet to an iron pin found, South 28 degrees, 24 minutes, 42 seconds East 78.65 feet to an iron pin found in the West Right of Way of W.C. Pickett Road, said iron pin being the Southwest corner of Kelsey; thence leaving Kelsey with said West Right of Way South 25 degrees, 51 minutes, 17 seconds West 71.56 feet to a point; thence crossing said W.C. Pickett Road South 30 degrees, 38 minutes, 27 seconds East, passing an iron pin set at 63.42 feet, in all 228.72 feet to an iron pin set, South 47 degrees, 45 minutes, 47 seconds East 221.53 feet to an iron pin set, said iron pin being the west boundary line of David Fields as recorded in Deed Book No. 131, Page 393, Register's Office of Wayne County, Tennessee; thence with Fields South 4 degrees, 59 minutes, 53 seconds East 109.95 feet to an iron pin set in the North Right of Way of a 50' Right of Way, said iron pin being the Southeast corner of the tract being described; thence with said North Right of Way North 86 degrees, 31 minutes, 33 seconds West 480.46 feet, North 89 degrees, 30 minutes, 53 seconds West 218.74 feet, North 86 degrees, 47 minutes, 59 seconds West 305.18 feet, North 84 degrees, 38 minutes, 21 seconds West 408.02 feet, North 85 degrees, 10 minutes, 05 seconds West 475.21 feet to an iron pin set; thence South 5 degrees, 55 minutes, 23 seconds West, crossing said 50' Right of Way, and passing an iron pin at 118.36 feet, 289.77 feet to a point in the North bank of the Tennessee River, said point being the Southern most Southeast corner of the tract being described; thence with said North bank the following North 81 degrees, 51 minutes, 03 seconds West 102.58 feet, North 57 degrees, 12 minutes, 25 seconds West 34.53 feet, North 89 degrees, 07 minutes, 12 seconds West 1361.46 feet, North 89 degrees, 51 minutes, 45 seconds West 201.34 feet, South 81 degrees, 16 minutes, 41 seconds West 187.34 feet to an iron pin set, South 81 degrees, 16 minutes, 41 seconds West 128.65 feet to a point in the center of a branch, said point being the Southwest corner of the tract being described; thence with the center of said branch the following North 10 degrees, 29 minutes, 49 seconds West 215.11 feet, North 21 degrees, 53 minutes, 18 seconds East 75.50 feet, North 4 degrees, 55 minutes, 58 seconds West 150.13 feet, North 47 degrees, 45 minutes, 32 seconds East 78.33 feet, North 12 degrees, 06 minutes, 11 seconds East 225.59 feet to a point, said point being in the South boundary line of Paul Martin as recorded in Deed Book No. 68, page 727, Register's Office of Wayne County, Tennessee, and being the Western most Northwest corner of the tract being described; thence leaving said branch with Martin South 84 degrees, 36 minutes, 23 seconds East, passing an iron pin set and joining a fence at 129.55 feet, in all 1863.82 feet to an iron pin set, said iron pin being the Southeast corner of Martin; thence continuing with Martin and said fence North 4 degrees, 27 minutes, 28 seconds East 72.97 feet to a 4" Hackberry, North 2 degrees, 45 minutes, 46 seconds East 392.27 feet to an iron pin set, North 2 degrees, 15 minutes, 59 seconds East 79.03 feet to a 6" Cedar, North 9 degrees, 43 minutes, 11 seconds East 75.82 feet to a 5" Cherry, North 16 degrees, 02 minutes, 36 seconds East 98.91 feet to a 16" Maple, North 6 degrees, 50 minutes, 58 seconds East 165.57 feet to a 20" Ash, North 6 degrees, 57 minutes, 16 seconds East 202.34 feet to a 4" Hickory, North 6 degrees, 48 minutes, 17 seconds East 84.38 feet to a fence post, North 3 degrees, 48 minutes, 56 seconds East 103.60 feet to a 6" elm, North 5 degrees, 50 minutes, 33

seconds East 165.18 feet to a 14" oak, North 5 degrees, 30 minutes, 56 seconds East 378.11 feet to an iron pin set, said iron pin being the Southwest corner of the Carroll/Richardson Cemetery; thence leaving Martin and said fence with said Cemetery South 89 degrees, 44 minutes, 20 seconds East 35.78 feet, North 78 degrees, 32 minutes, 04 seconds East 35.93 feet to an iron pin set, said iron pin being the Southeast corner of said Cemetery; thence continuing with said Cemetery North 29 degrees, 11 minutes, 58 seconds West 67.93 feet to a 3" hackberry, said hackberry being the Northeast corner of said cemetery; thence continuing with said Cemetery North 86 degrees, 00 minutes, 45 seconds West 33.83 feet to an iron pin set, South 55 degrees, 52 minutes, 05 seconds West 58.91 feet to a 14" cedar in a fence, said cedar being in the North boundary line of Martin; thence leaving said cemetery with Martin and said fence North 85 degrees, 17 minutes, 48 seconds West 427.32 feet to a 20" hickory, South 89 degrees, 34 minutes, 32 seconds West 162.28 feet to a 4" ironwood, South 88 degrees, 07 minutes, 29 seconds West 65.77 feet to an iron pin set, North 61 degrees, 19 minutes, 23 seconds West 27.21 feet to an iron pin set, North 53 degrees, 53 minutes, 38 seconds West 59.64 feet to a 24" box elder, North 10 degrees, 50 minutes, 08 seconds West 100.01 feet to a twin hickory, North 03 degrees, 48 minutes, 34 seconds East 319.36 feet to a 20" oak, North 5 degrees, 56 minutes, 21 seconds East 216.02 feet to a twin hackberry, North 6 degrees, 21 minutes, 11 seconds East 444.73 feet to a 12" hackberry, North 3 degrees, 16 minutes, 18 seconds East 32.77 feet to a 10" hackberry, North 20 degrees, 54 minutes, 48 seconds East 57.90 feet to a 10" walnut, North 8 degrees, 31 minutes, 07 seconds East 59.39 feet to an iron pin set, North 11 degrees, 54 minutes, 44 seconds West 27.12 feet to a 16" elm, said elm being the Northern most Northeast corner of Martin; thence continuing with Martin North 78 degrees, 15 minutes, 03 seconds West 40.45 feet to a 22" white oak, said white oak being in the South boundary line of said William Perry; thence with Perry and continuing with said fence , North 19 degrees, 43 minutes, 04 seconds East 22.95 feet to a 12" hickory, North 45 degrees, 22 minutes, 16 seconds East 22.42 feet to a twin hickory, North 57 degrees, 09 minutes, 30 seconds East 69.83 feet to a 6" hackberry, North 69 degrees, 04 minutes, 18 seconds East 37.94 feet to a fence post, North 59 degrees, 23 minutes, 56 seconds East 55.64 feet to a 18" walnut, North 52 degrees, 56 minutes, 31 seconds East 86.89 feet to a 6" hickory, North 58 degrees, 54 minutes, 06 seconds East 174.77 feet to a 10" cedar, North 59 degrees, 08 minutes, 52 seconds East 100.47 feet to a 6" cedar, North 71 degrees, 10 minutes, 53 seconds East 91.79 feet to a 8" sourwood, North 75 degrees, 43 minutes, 48 seconds East 30.22 feet to a 18" cedar, North 78 degrees, 56 minutes, 04 seconds East 63.60 feet to a 8" cedar, North 63 degrees, 17 minutes, 16 seconds East 19.42 feet to a 14" cedar, North 57 degrees, 13 minutes, 33 seconds East 24.02 feet to a fence post, North 37 degrees, 16 minutes, 08 seconds East 493.22 feet to the point of beginning, and containing 158.22 acres, as surveyed by Kenneth Carroll, Registered Land Surveyor, Tennessee Licensed Surveyor No. 1335, March, 1996.

THERE IS INCLUDED WITHIN THE FOREGOING METES AND BOUNDS DESCRIPTION, BUT EXCLUDED FROM THIS CONVEYANCE, THE FOLLOWING DESCRIBED LOTS CONVEYED BY BEECHVIEW CORPORATION AND/OR BEECHVIEW PROPERTIES, LLC AS SET OUT IN THE FOLLOWING EXCLUSIONS:

1. Lot No. 43, Section 1-D-2 of Beechview Recreation Development, Plat Cabinet A, at page 58, conveyed to Ronald W. Jordan, Jr. and wife, Tara Jordan, dated December 19, 1999, and recorded in Record Book 1, page 602, Register's Office of Wayne County, Tennessee.

2. Lots Nos. 25 and 26 in Section 1-D-2 in the Beechview Recreation Development, Plat Cabinet A, page 58, conveyed to Frank L. Donaldson and wife, Alene M. Donaldson, dated February 26, 1998, recorded in Deed Book No. 150, page 148, Register's Office of Wayne County, Tennessee.

3. Lots Nos. 9 and 10 in Section 1-R, Beechview Estates, Plat Cabinet A, page 59, conveyed to Michael F. Watson and wife, Patricia L. Watson, recorded in Deed Book No. 152, page 737, Register's Office of Wayne County, Tennessee.

4. Lot No. 7 in Section 1-R, Beechview Estates, Plat Cabinet A, page 59, conveyed to Paul Edinger dated December 15, 1998, recorded in Deed Book No. 153, page 356, Register's Office of Wayne County, Tennessee.

5. Lot No. 2 in Section 1-R, Beechview Estates, Plat Cabinet A, page 59, conveyed to Jerry Wheeler and wife, Ramelle Wheeler, dated October 7, 1998, recorded in Deed Book No. 152, page 734, Register's Office of Wayne County, Tennessee.

6. Lot No. 8 in Section 1-R, Beechview Estates, Plat Cabinet A, page 59, conveyed to Nancy Evans, dated November 12, 1998, recorded in Deed Book No. 153, page 499, Register's Office of Wayne County, Tennessee.

7. Lot No. 3 in Section 1-R, Beechview Estates, Plat Cabinet A, page 59, conveyed to Pat Sanford and Lisa Sanford, dated November 12, 1998, and recorded in Deed Book No. 153, page 496, Register's Office of Wayne County, Tennessee.

8. Lots Nos. 5, 11, 12, 13, 14 and 15 in Section 1-R, Beechview Estates, Plat Cabinet A, page 59 and 65, conveyed to Paul Edinger and Ron Petron and Betty Petron, dated November 12, 1998, and recorded in Deed Book No. 153, page 493, Register's Office of Wayne County, Tennessee.

9. Lot No. 6 in Section 1-R, Plat Cabinet A, page 59, conveyed to Ron Petron and wife, Betty Petron, dated November 12, 1998, and recorded in Deed Book No. 153, page 490, Register's Office of Wayne County, Tennessee.

10. Lot No. 4 in Section 1-R, Plat Cabinet A, page 59, conveyed to Paul Edinger, dated November 12, 1998, recorded in Deed Book No. 153, page 487, Register's Office of Wayne County, Tennessee.

11. Lot No. 45 in Section 1-D-2 in the Beechview Recreation Development, Plat Cabinet A, page 58, conveyed to Ronald Jordan and wife, Sue Jordan, dated July 10, 2001, recorded in Record Book No. 18, page 666, Register's Office of Wayne County, Tennessee.

12. Lots Nos. 31 and 32 in Section 1-D-2 in the Beechview Recreation Development, Plat Cabinet A, page 58, conveyed to Roy Yarbrow and wife, Susan Yarbrow, dated July 10, 2001, recorded in Record Book No. 18, page 664, Register's Office of Wayne County, Tennessee.

13. Lot No. 41, Section 1-D-2, Beechview Recreation Development, Plat Cabinet A, Page 58, conveyed to Robbie Ann Jordan, dated July 10, 2001, in Record Book No. 18, page 662, Register's Office of Wayne County, Tennessee.

14. Lot No. 42, Section 1-D-2, Beechview Recreation Development, Plat Cabinet A, page 58, conveyed to Curtis Jordan and wife, Billy Joe Jordan, dated July 10, 2001, recorded in Record Book No. 18, page 660, Register's Office of Wayne County, Tennessee.

15. Lots Nos. 40 and 46 in Section 1-D-2, Beechview Recreational Development, Plat Cabinet A, page 58, conveyed to Robert Jordan and wife, Joann Jordan, dated July 10, 2001, recorded in Record Book No. 18, page 658, Register's Office of Wayne County, Tennessee.

16. Lot No. 44, in Section 1-D-2, Beechview Recreation Development, Plat Cabinet A, page 58, conveyed to Bobby Jordan and wife, Belinda Jordan, dated July 10, 2001, recorded in Record Book No. 18, page 656, Register's Office of Wayne County, Tennessee.

17. Lot No. 22 in Section 1-D-2, Beechview Recreational Development, Cabinet A, page 58, conveyed to Paul Martin, dated November 28, 1997, recorded in Deed Book 149, page 464, Register's Office of Wayne County, Tennessee.

18. Lot No. 39, Section 1-D-2 Beechview Recreation Development, Plat Cabinet A, page 58, conveyed to Grant Calvert, dated August 24, 2004, recorded in Record Book 61, page 172, Register's Office of Wayne County, Tennessee.

19. Lots Nos. 35 and 36 in Section 1-D-2, Beechview Recreation Development, Plat Cabinet A, page 58, conveyed to James Dwight Powell, dated August 9, 2004, recorded in Record Book No. 60, page 608, Register's Office of Wayne County, Tennessee.

20. Lot No. 34 in Section 1-D-2, Beechview Recreation Development, Plat Cabinet A, page 58, conveyed to Joseph Michael Steinfath and wife, Jessica Ellen Steinfath, recorded in Record Book No.32, page 262, Register's Office of Wayne County, Tennessee.

21. Lot No. 30 I Section 1-D-2, Beechview Recreation Development, Plat Cabinet A, page 58, conveyed to Franklin Jarmer and wife, Teresa Jarmer, dated March 6, 2002, recorded in Record Book 26, page 619, Register's Office of Wayne County, Tennessee.

22. Lot No. 29, in Section 1-D-2, Beechview Recreation Development, Plat Cabinet A, page 58, conveyed to Cletus Story and wife, Susan Story and Franklin Jarmer and wife, Teresa Jarmer, dated March 6, 2002, and recorded in Record Book 26, page 618, Register's Office of Wayne County, Tennessee.

23. Lot No. 28 in Section 1-D-2 in the Beechview Recreation Development, Plat Cabinet A, page 58, conveyed to Cletus Story and wife, Susan Story, recorded in Record Book 26, page 615, Register's Office of Wayne County, Tennessee.

24. Lots Nos. 37 and 38 in Section 1-D-2 in the Beechview Recreation Development, Plat Cabinet A, page 58, conveyed to Sarah W. Dixon and husband Michael F. Dixon, dated August

24, 2001, and recorded in Record Book No. 20, page 400, Register's Office of Wayne County, Tennessee.

25. Lot No. 27 in Section 1-D-2 in the Beechview Recreation Development, Plat Cabinet A, page 58, conveyed to Chris L. Byrd and wife, Rachel E. Byrd, dated August 31, 2001, and recorded in Record Book 20, page 401, Register's Office of Wayne County, Tennessee.

26. Lot No. 33 in Section 1-D-2 in the Beechview Recreation Development, a plat or plan of said subdivision being of record in Plat Cabinet A, page 58, conveyed to Stephen K. Kephart, dated March 23, 2009, and recorded in Record Book 118, page 316, Register's Office of Wayne County, Tennessee.

28. Tract Nos. 8 and 9 in Section Eight (8) of the Beechview Recreation Development, conveyed to Adam Mills and wife, Nastassja Mills, dated March 4, 2015, of record in Record Book 171, Page 743, Register's Office of Wayne County, Tennessee.

29. Tract No. 7 in Section Eight (8) of the Beechview Recreation Development, conveyed to Daniel B. Cole, dated March 3, 2015, of record in Record Book 172, Page 74, Register's Office of Wayne County, Tennessee.

30. Tract Nos. 19, 20, and 21 in Section 10 of the Beechview Recreation Development, conveyed to Lewis Farrell, dated April 10, 2015, of record in Record Book 172, Page 710, Register's Office of Wayne County, Tennessee.

31. Tract No. 32 in Section 12 of the Beechview Recreation Development, conveyed to Joe Prince and Kristy Busby, dated April 14, 2015, of record in Record Book 172, Page 740, Register's Office of Wayne County, Tennessee.

32. Tract No. 25 in Section Ten (10) of the Beechview Recreation Development, conveyed to Marty Holt and wife, Donna Holt, dated April 28, 2015, of record in Record Book 173, Page 136, Register's Office of Wayne County, Tennessee.

33. Lot No. 1 in Section 1-R of the Beechview Estates, conveyed to Jerry L. Wheeler and wife, Diane R. Wheeler, dated May 14, 2015, of record in Record Book 173, Page 693, Register's Office of Wayne County, Tennessee.

34. Tract Nos. 26 and 27 in Section Ten (10) of the Beechview Recreation Development, conveyed to Paul D. Edinger and Cash Edinger, dated May 14, 2015, of record in Record Book 173, Page 697, Register's Office of Wayne County, Tennessee.

35. Tract Nos. 1A and 1B in Section Six (6) of the Beechview Recreation Development, conveyed to Stevy Ellis and Anthony Lancaster and wife, Karen Lancaster, dated May 15, 2015, of record in Record Book 173, Page 832, Register's Office of Wayne County, Tennessee.

36. Tract No. 30 in Section 10 of the Beechview Recreation Development, conveyed to Lewis Farrell, dated May 21, 2015, of record in Record Book 173, Page 846, Register's Office of Wayne County, Tennessee.

37. Lot No. 22 in Section 1-C, Phase 2 of the Beechview Estates, conveyed to Curt Kelly, dated May 22, 2015, of record in Record Book 173, Page 887, Register's Office of Wayne County, Tennessee.

38. Lot Nos. 47 and 48 in Section 1-C, Phase 2, of the Beechview Estates, conveyed to Sherry A. Turner, dated May 22, 2015, of record in Record Book 173, Page 895, Register's Office of Wayne County, Tennessee.

39. Tract Nos. 5 and 6 in Section 7, of the Beechview Recreation Development, conveyed to Robert W. Walker, dated June 29, 2015, of record in Record Book 174, Page 890, Register's Office of Wayne County, Tennessee.

40. Tract No. 14, in Section 9, of the Beechview Recreation Development, conveyed to Michael Hammock, dated June 30, 2015, of record in Record Book 175, Page 441, Register's Office of Wayne County, Tennessee.

41. Lot Nos. 50 and 51, in Section 1-C, Phase 2, of the Beechview Estates, conveyed to Jacob Patterson and wife, Ashley Patterson, dated July 15, 2015, of record in Record Book 175, Page 494, Register's Office of Wayne County, Tennessee.

42. Tract No. 42, in Section 14, of the Beechview Recreation Development, conveyed to Joseph A. Turner and wife, Carrie Turner, dated October 30, 2015, of record in Record Book 178, Page 230, Register's Office of Wayne County, Tennessee.

43. Lot No. 7, in Section 1-R, of the Beechview Estates and Lot 67, Section 15, of the Beechview Recreation Development, conveyed to Harold W. Brewer and wife, Cecelia G. Brewer, dated November 23, 2015, of record in Record Book 178, Page 763, Register's Office of Wayne County, Tennessee.

44. Tract Nos. 22, 23, 24, 28 and 29, in Section 10, of the Beechview Recreation Development, conveyed to Lewis Farrell by Contract for the Sale of Real Property, dated June 8, 2015, of record in Record Book 179, Page 288, Register's Office of Wayne County, Tennessee.

45. Tract No. 47, in Section 14, of the Beechview Recreation Development, conveyed to Stevey Ellis and George Ellis by Contract for the Sale of Real Property, dated November 15, 2015, of record in Record Book 179, Page 295, Register's Office of Wayne County, Tennessee.

46. Tract Nos. 3a, 3b, 3c, and 3d in Section Seven (7) of the Beechview Recreation Development, conveyed to Stevy Ellis and George Ellis by Contract for the Sale of Real Property, dated May 1, 2015, of record in Record Book 179, Page 301, Register's Office of Wayne County, Tennessee.

47. Tract No. 45 in Section 14, of the Beechview Recreation Development, conveyed to Joe Prince and Kristy Busby, dated December 29, 2015, of record in Record book 179, Page 645, Register's Office of Wayne County, Tennessee.

48. Tract No. 66 in Section 15, of the Beechview Recreation Development, conveyed to Elizabeth B. Campbell, dated June 16, 2016, of record in Record Book 184, Page 66, Register's Office of Wayne County, Tennessee.

49. Tract Nos. 71 and 71 in Section 15, of Beechview Recreation Development, conveyed to Michael Franks and wife, Sherri Franks, dated August 15, 2016, of record in Record Book 185, Page 835, Register's Office of Wayne County, Tennessee.

50. Tract No. 31 in Section 11 and Tract No. 33 in Section 13, of the Beechview Recreation Development, conveyed to Stevy Ellis, dated May 1, 2015, of record in Record Book 186, Page 307, Register's Office of Wayne County, Tennessee.

51. Tract Nos. 39 and 55 in Section 14, of the Beechview Recreation Development, conveyed to Stevy Jane Ellis, dated September 12, 2016, of record in Record Book 186, Page 330, Register's Office of Wayne County, Tennessee.

52. Tract No. 74 in Section 15, of the Beechview Recreation Development, conveyed to Jennifer L. Hollandsworth, dated May 30, 2017, of record in Record Book 194, Page 29, Register's Office of Wayne County, Tennessee.

53. Tract No. 38 in Section 14, of the Beechview Recreation Development, conveyed to Bobby Joe Stuldy and wife, Carol Jean Stults, dated May 30, 2017, of record in Record Book 194, Page 34, Register's Office of Wayne County, Tennessee.

54. Tract No. 35A, of the Beechview Recreation Development, conveyed to James E. Peery and Kelley Johnson, dated March 9, 2018, of record in Record Book 201, Page 527, Register's Office of Wayne County, Tennessee.

55. Tract No. 65 in Section 15, of the Beechview Recreation Development, conveyed to Elizabeth B. Campbell, Terry F. Campbell, and Robert T. Campbell, dated July 27, 2018, of record in Record Book 205, Page 723, Register's Office of Wayne County, Tennessee.

56. Tract Nos. 110, 111A, and 112A in Section 21, of the revised Beechview Recreation Development, conveyed to Joseph A. Turner and wife, Carrie L. Turner, dated July 23, 2018, of record in Record Book 205, Page 766, Register's Office of Wayne County, Tennessee.

**TRACT NO. 2:** Lying South of and adjacent to Shirley Bates Road, and East of and adjacent to Beechview Road, North of and on the waters of the Tennessee River, and being more particularly bounded and described as follows:

BEGINNING at an iron pin set in the South right of way of Shirley Bates Road, said iron pin being in the West boundary line of Donald Daniels as recorded in Deed Book 126, page 748, Register's Office of Wayne County, Tennessee, and the Eastern most Northeast corner of the tract being described; thence with Daniels South 29 degrees, 33 minutes, 45 seconds East 653.15 feet to a twin walnut, said walnut being Southeast corner of the tract being described; thence leaving Daniels North 73 degrees, 50 minutes, 29 seconds West 240.65 feet to an iron pin set, said iron pin set being in the East boundary of Eddie Milan as recorded in Deed Book 137, page 107, Register's Office of Wayne County, Tennessee; thence North 22 degrees, 55 minutes, 49 seconds

West 136.63 feet to an 8" sweet gum, North 24 degrees, 31 minutes, 59 seconds West 99.99 feet to an iron pin found, said iron pin found being the Northeast corner of Milam; thence continuing with Milam South 78 degrees, 41 minutes, 33 seconds West 367.18 feet to an iron pin found, said iron pin found being the Northwest corner of Milam; thence continuing with Milam South 24 degrees, 52 minutes, 28 seconds East 99.91 feet to an iron pin found, said iron pin being the Northeast corner of a 50' right of way easement of ingress and egress to Milam; thence leaving Milam with said North right of way easement South 82 degrees, 31 minutes, 48 seconds West 217.97 feet to an iron pin found in the East right of way of Beechview Road, said iron pin being the Southwest corner of the tract being described; thence with said East right of way, the following North 31 degrees, 08 minutes, 11 seconds West 144.57 feet, North 16 degrees, 07 minutes, 58 seconds West 91.92 feet, North 13 degrees, 02 minutes, 02 seconds West 97.78 feet, North 11 degrees, 05 minutes, 06 seconds West 97.39 feet, North 10 degrees, 31 minutes, 27 seconds West 98.63 feet, North 8 degrees 08 minutes, 52 seconds West 94.74 feet, North 14 degrees, 20 minutes, 30 seconds East 88.66 feet, North 17 degrees, 06 minutes, 00 seconds East 72.99 feet to the point of intersection of the South right of way of Shirley Bates Road and said East right of way of Beechview Road, said point being the Western most Northwest corner of the tract being described; thence leaving said East right of way with said South right of way of Shirley Bates road North 68 degrees, 03 minutes, 07 seconds East 23.41 feet, South 85 degrees, 41 minutes, 58 seconds East 176.76 feet, South 79 degrees, 52 minutes, 53 seconds East 77.65 feet, South 54 degrees, 41 minutes, 58 seconds East 81.81 feet, South 41 degrees, 27 minutes, 06 seconds East 93.41 feet, South 40 degrees, 15 minutes, 10 seconds East 97.71 feet, South 36 degrees, 48 minutes, 17 seconds East 126.95 feet, North 73 degrees, 11 minutes, 03 seconds East 130.23 feet to the point of beginning and containing 9.81 acres as surveyed by Kenneth Carroll, Registered Land Surveyor, Tennessee License Number 1335, March 1996.

## **TRACT NO. 3:**

BEING Lots No. 9 in Section 3-B, in Beechview Corporation, the plan and plat of which is recorded in the Register's Office of Wayne County, Tennessee, in Cabinet A, Slide 34, to which reference is here made for a further description of said lot.

## **TRACT NO. 4:**

BEING Lots Nos. 1, 2, 3, 4, 6, 7, 15, 16, 17, 18, 19, 20, 21, 22, and 23, in Section 3-D, in Beechview Corporation, the plan and plat of which is recorded in the Register's Office of Wayne County, Tennessee, in Cabinet A, Slide 35, to which reference is here made for a further description of said lots.

## **TRACT NO. 5:**

BEING all of Lot No. 29 of Beechview Corporation, the plan of which is recorded in Plat Cabinet A, Slide 35, Register's Office of Wayne County, Tennessee, to which reference is here made for a further description of said lot.

All real property described as a slough as shown on plat of the area between Lots Nos. 26C through 40C of Beechview Corporation, the plat of which is recorded in Plat Cabinet A, Slide 30,

and Lots Nos. 4 and 5 of Beechview Corporation, the plat of which is recorded in Plat Cabinet A, Side 43, Register's Office of Wayne County, Tennessee.

The small drainage area of land located Southeast of the 9.81 acres.

All real property located on the Southeastern boundary of the subject property referred to as the common area where the boat ramp and bath house is located.

**TRACT NO. 6:**

BEING Lots Nos. 12, 13, 14, and 15 in Section 1-R in the Beechview Estates, a plat or plan of said subdivision being of record in Plat Cabinet A, at page 59, and page 65, in the Register's Office of Wayne County, Tennessee, and reference is heremade to said plat and to the cabinet and page where recorded for a more complete and accurate description of said Lots Nos. 12, 13, 14, and 15 in Section 1-R, and the descriptions, location and designation as there given and shown are incorporated hereby by reference thereto as fully as to the same extent as if copied in full herein.

**TRACT NO. 7:**

BEING Lot No. 22 in Section 1-D-2 in the Beechview Recreation Development, a plat or plan of said subdivision being of record in Plat Cabinet A, at page 58, in the Register's Office of Wayne County, Tennessee, and reference is heremade to said plat and to the cabinet and page where recorded for a more complete and accurate description of said Lot No. 22 in Section 1-D-2, and the descriptions, location and designation as there given and shown are incorporated herein by this reference thereto as fully as to the same extent as if copied in full herein.

This conveyance is made subject to TVA flowage easement of record in Deed Book No. 17, page 556, Register's Office of Wayne County, Tennessee.

This conveyance is made subject to Declarations of Conditions, Covenants, and Restrictions, dated April 29, 1989, of record in MCL Book No. 18, page 263, Register's Office of Wayne County, Tennessee, and to the Certificate of Expansion, dated October 21, 1990, of record in MCL Book No. 21, page 71, Register's Office of Wayne County, Tennessee; to the Amendment of Declaration of Conditions, Covenants and Restrictions, dated June 30, 1993, of record in MCL Book No. 27, page 776, Register's Office of Wayne County, Tennessee; and to the Certificate of Expansion, dated June 30, 1993, of record in MCL Book No. 27, page 779, Register's Office of Wayne County, Tennessee. See also Correction of Certificate of Expansion, dated July 15, 1993, recorded in MCL Book 27, Page 791; Certificate of Expansion, dated November 6, 1997, recorded in MCL Book 37, page 586; Certificate of Expansion, dated November 6, 1997, and recorded in MCL Book 37, page 588, Register's Office of Wayne County, Tennessee; Declaration of Conditions, Covenants and Restrictions, dated November 6, 1997, recorded in MCL Book 37, page 590, Register's Office of Wayne County, Tennessee; Amended Certificate of Expansion on Beechview Corporation, dated September 25, 1998, recorded in MCL Book 39, page 664, Register's Office of Wayne County, Tennessee; Certification of Expansion on Beechview Corporation, dated September 18, 1998, recorded in MCL Book 39, page 666, Register's Office of Wayne County, Tennessee; Corrected Certificate of Expansion on Beechview Corporation, dated October 20, 1998, recorded in MCL Book 39, page 764, Register's Office of Wayne County,

Tennessee; Amendment of Conditions, Covenants and Restrictions on Beechview Corporation, recorded in MCL Book 42, page 648, Register's Office of Wayne County, Tennessee; See also Assignment and Agreement, dated October 2, 2000, recorded in Record Book 15, page 588, Register's Office of Wayne County, Tennessee. See also Deed and Instrument of Dedication, recorded in Record Book 171, Page 748, Register's Office of Wayne County, Tennessee. See also Certificate of Expansion, recorded in Record Book 171, Page 883, Register's Office of Wayne County, Tennessee. See also Certificate of Expansion, recorded in Record Book 173, Page 130, Register's Office of Wayne County, Tennessee. See also General Restriction regarding subsurface sewage system, recorded in Record Book 178, Page 503, Register's Office of Wayne County, Tennessee. See also Amended Recitals for Beechview Estates, recorded in Record Book 182, Page 422, Register's Office of Wayne County, Tennessee. See also Deed of Easement for Certain Drain, recorded in Record Book 205, Page 253, Register's Office of Wayne County, Tennessee. The herein described real property is conveyed subject to any and all other amendments, Certificate of Expansions, and/or plans or plats which may be recorded and which are applicable to the subject real property.

The herein described real property is conveyed subject to certain field line easements of record in MCL Book 21, Page 725, MCL Book 22, Page 47, MCL Book 22, Page 50, MCL Book 22, Page 510, and MCL Book 23, Page 64, Register's Office of Wayne County, Tennessee.

The herein described real property is conveyed subject to any and all plans and/or plats of record which are applicable to the subject real property.

This being a portion of the real property conveyed to Beechview Properties, LLC, by deed of Beechview Corporation, dated November 19, 2014, of record in Record Book 169, Page 370, Register's Office of Wayne County, Tennessee.

## CONDITIONS

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

You may review a copy of the arbitration rules at: <http://www.alta.org/>.