

550± Acres in 18 Tracts Near Shiloh National Military Park in Hardin County, TN (18)



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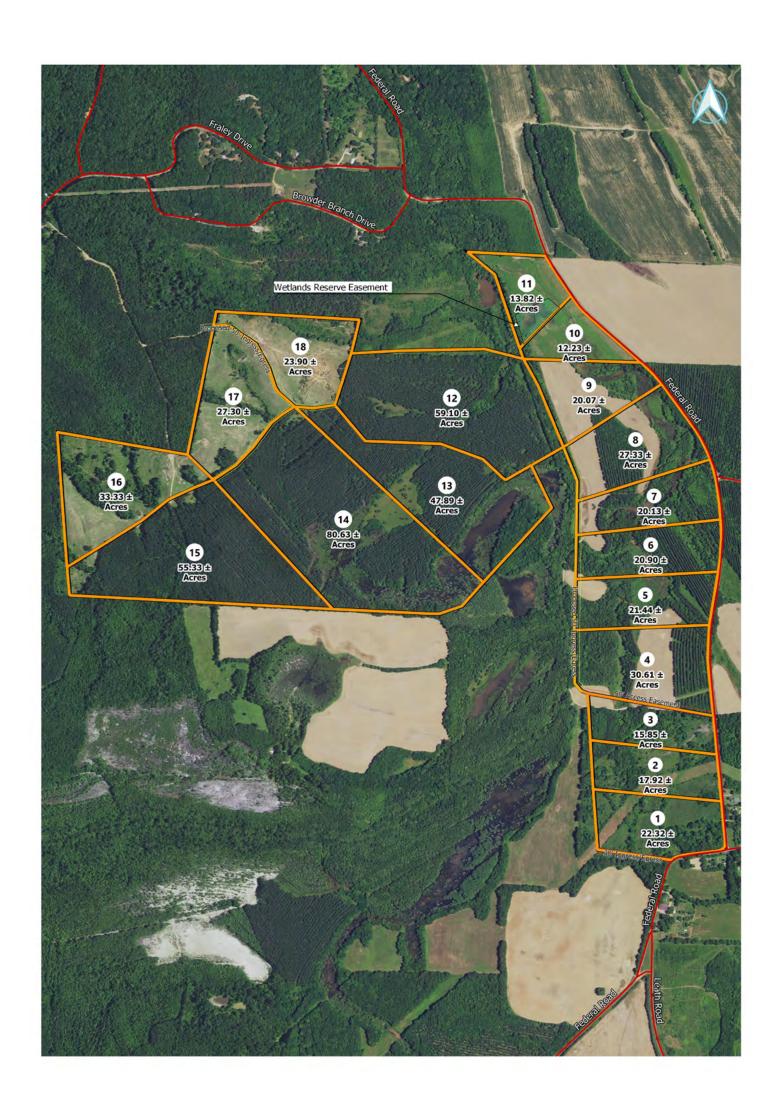






Auction Sales Map





Form of Agreement of **Purchase and Sale**



THIS AGREEMENT is dated for reference on February 18, 2019

BETWEEN:

Maxie Jones 325 Fairway Lane Counce, Tennessee 38326 (the "Seller")

AND

(the "Purchaser").

- 1. AGREEMENT TO PURCHASE: The Purchaser agrees to purchase from the Seller the property (the "Property") legally described on Exhibit A hereto, together with all buildings, improvements, and appurtenances thereon, on the following terms and conditions:
 - 1. HIGH BID PRICE: \$0.00
 - 2. 10% BUYER'S PREMIUM: \$0.00
 - 3. PURCHASE PRICE: \$0.00
 - 4. The Purchase Price shall be paid as follows:
 - 1. Deposit: Concurrently with the execution and delivery of this Agreement, the Purchaser shall pay to J. Gilbert Parrish, Jr., Attorney at Law, 60 Brazelton St Unit 9, 38372 Savannah, TN, United States, work:(731) 925-1966,work_fax:(731) 925-1130, work:parrishgil@gmail.com, Gil Parrish, Contact, (the "Title Company"), as Escrow Agent, an earnest money deposit (the "Deposit") of 15% of the Purchase Price, in the amount of \$0.00. The Deposit shall be non-refundable except as provided in Section 9 of this Agreement.
 - 2. Balance of Purchase Price: The balance of the Purchase Price, plus or minus prorations as set forth below, shall be paid by the Purchaser at Closing (as defined below) by wire transfer or cashier's check, payable to the Title Company, as Escrow Agent.
 - 3. The Purchaser acknowledges and agrees that its obligations under this Agreement are not contingent or conditioned upon the Purchaser obtaining financing from any lender.
- 2. CLOSING: The closing (the "Closing") of the purchase shall occur on or before 4:00 pm, local











time, on March 30, 2019 or within 15 days of the completion of closing documents, whichever is later. The Closing shall occur at the offices of the Title Company. At Closing, the Seller shall deliver to the Purchaser a warranty deed in recordable form conveying fee simple title to the Property free and clear of all liens, subject to such permitted encumbrances and exceptions to title set out in the Title Commitment.

POSSESSION: The Purchaser will receive possession at closing, subject to the rights of parties in possession and existing leases, if any.

N/A

4. CLOSING COSTS:

- 1. The Seller shall pay the following closing costs:
 - 1. Costs to search the title and prepare the title commitment;
 - 2. Costs to prepare the deed;
 - 3. 50% of the closing agent's cost to close the sale; and
 - 4. Any legal counsel retained by Owner in connection with the conveyance of the Property.
- 2. The Purchaser shall pay the following costs:
 - 1. The cost of the standard owner's ALTA title policy, if Purchaser chooses to have a title policy issued;
 - 2. Any special endorsements to the title policy;
 - 3. Any costs associated with title insurance issued in favor of Purchaser's lenders, if
 - 4. All costs arising from or relating to any loan sought by Purchaser to finance the conveyance;
 - 5. All recording costs, transfer taxes and mortgage taxes arising from the deed, deed of trust and any other financing documents required by Purchaser's lenders, if any;
 - 6. 50% of the closing agent's cost to close the sale; and
 - 7. Any legal counsel retained by Purchaser in connection with the conveyance of the Property.
- 5. PRORATIONS / TAXES: Taxes for the year of closing will be prorated between the parties, and Seller will be responsible for any delinquent taxes. If the tax assessment for the calendar year of closing is not known at the Closing Date, the proration will be based on taxes for the previous tax year. Any and all greenbelt rollback taxes will be the responsibility of the Purchaser.
- 6. SURVEY: The Seller will obtain and provide a new boundary survey if there is no existing legal description for the Property and/or the conveyance of the Property will involve the creation of new tract boundaries. Any need for a new survey shall be determined solely by the Seller. If a survey is provided, the type of survey performed shall be at Seller's option and











sufficient for the issuance of an owner's title insurance policy. If adjacent tracts are purchased by the Purchaser, any survey provided shall be for the perimeter only. For each separatelypurchased tract or tract combination, the Seller and Purchaser shall each pay 50% of the survey costs attributable to such tract or tract combination. If a new survey is provided and the difference between the advertised acres and the gross acres shown in the survey is more than 5% of the advertised acres, the purchase price shall be adjusted proportionately to reflect the gross acres shown in the survey.

- 7. TITLE: Seller will provide Purchaser with a Title Commitment issued by a reputable title insurance company selected by Seller, and Purchaser hereby agrees to accept title to the Property subject to:
 - 1. all standard exclusions and printed exceptions set forth in the Title Commitment,
 - 2. liens for taxes not yet due and payable,
 - 3. easements for public utilities affecting the Property
 - 4. all other easements or claims to easements, covenants, restrictions, and rights-of-way affecting the Property,
 - 5. rights and claims of parties in possession and
 - 6. all permitted title exceptions referenced in the Title Commitment.
 - 7. All applicable zoning ordinances and other land use laws and regulations shall be deemed as permitted title exceptions.
- 8. CONDITION OF THE PROPERTY: The purchaser shall accept the Property in an "as-is" condition as of the Closing Date, and purchaser specifically agrees that the Seller has not and does not make any representations or warranties of any kind whatsoever, express or implied, to the purchaser regarding the Property OR ANY IMPROVEMENTS THEREON INCLUDING, WITHOUT LIMITATION, ANY ZONING RESTRICTIONS, THE DIMENSION OR ACREAGE OF THE PROPERTY OR IMPROVEMENTS, any aspect of the condition of the Property or improvements or the fitness of the Property or improvements for any intended or particular use, any and all such representations or warranties, express or implied, being hereby expressly waived by the purchaser and disclaimed by the Seller. The Purchaser represents and warrants to the Seller that the Buyer has not been induced to execute this Agreement by any act, statement or representation of the Seller or its agents, employees or representatives. The Purchaser acknowledges and agrees that it is the Purchaser's responsibility to make such legal, factual and other inquiries and investigations as the Purchaser considers necessary with respect to the Property, and the Purchaser hereby represents and warrants that they have executed this Agreement based solely on their own independent due diligence and investigation, and not in reliance upon any information provided by the Seller or McLemore Auction Company, LLC or their agents, employees, or representatives.







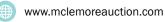


- 9. BREACH OF CONTRACT BY SELLER: If the Seller defaults in the performance of any of its obligations hereunder and Closing fails to occur by reason thereof, the Purchaser may terminate this Agreement and shall be entitled to the return of the Deposit, or seek specific performance of this Agreement.
- 10. BREACH OF CONTRACT BY PURCHASER: If the Purchaser defaults in the performance of any of its obligations hereunder and Closing fails to occur by reason thereof, the Deposit shall be forfeited to the Seller and McLemore Auction Company, LLC.
- 11. AUCTIONEER'S AGENCY DISCLOSURE: The Purchaser acknowledges that McLemore Auction Company, LLC, the auctioneer of the Property, is acting as a single agent representing the Seller exclusively in this transaction and is not acting as a subagent, a buyer's agent, a facilitator or a limited consensual dual agent in connection with this transaction.

12. OTHER:

- 1. Time: Time is of the essence hereof.
- 2. Counterparts: This Agreement may be executed in any number of original counterparts, with the same effect as if all the parties had signed the same document, and will become effective when one or more counterparts have been signed by all of the parties and delivered to each of the other parties. All counterparts will be construed together and evidence only one agreement, which, notwithstanding the dates of execution of any counterparts, will be deemed to be dated the date first above written. 3. Electronic Execution: This Agreement may be executed by the parties and transmitted by fax, email, Internet and/or other electronic means and if so executed and transmitted this Agreement will be for all purposes as effective as if the parties had executed and delivered an original Agreement.
- 3. Notices: All notices under this Agreement shall be deemed delivered when personally delivered or sent by registered mail or courier service to the address of either party as set forth on page 1 above.
- 4. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors, administrators, executors and permitted assigns.
- 5. Choice of Law: This Agreement shall be interpreted according to the laws of the state in which the Property is located.
- 6. Enforcement Costs: In the event it becomes necessary for the Seller, the Purchaser or McLemore Auction Company, LLC to enforce this Agreement through litigation, the prevailing party shall be entitled to recover all of its costs of enforcement, to include attorneys' fees, court costs, costs of discovery and costs of all appeals.







Form of Agreement of Purchase and Sale



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

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

See following pages for electronic signatures.

Exhibit A: Description of Property

Auction Tract:

+/- Acres

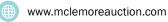






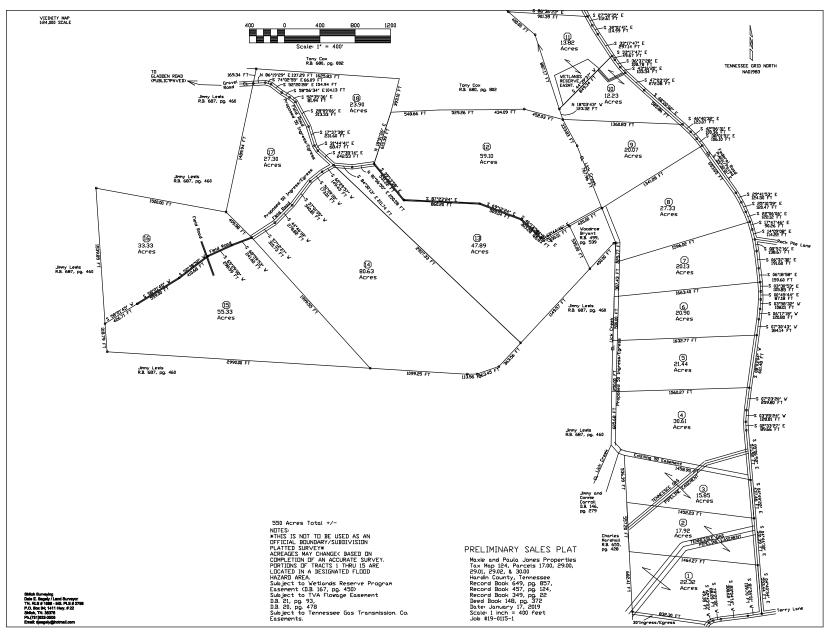
Owner Financing Available

Owner financing available: 20% down, 7.5% interest, up to 10 year amortization. Please contact the Auction Manager for more information if you are interested.



Preliminary Sales Plat



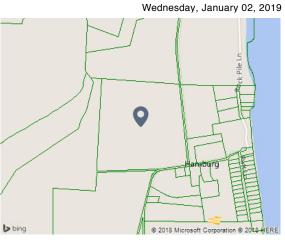








LOCATION Federal Rd TN **Property Address** Subdivision County Hardin County, TN PROPERTY SUMMARY **Property Type** Household Units **Land Use** Improvement Type **Square Feet** GENERAL PARCEL INFORMATION Parcel ID/Tax ID 124 017.00 Special Int 000 Alternate Parcel ID Land Map 124 District/Ward 06 2010 Census Trct/Blk 9206/1 Assessor Roll Year 2018



CURRENT OWNER Name Jones Maxie D/B/A Tennessee River Investors Mailing Address 260 Fairway Ln Counce, TN 38326-8012

SALES HISTORY THROUGH 12/14/2018

Date	Amount	Buyer/Owners	Buyer/Owners 2	Instrument	No. Parcels	Book/Page Or Document#
8/26/2016	\$72,500	Jones Maxie D/B/A Tennessee River Investors		Warranty Deed		649/857
4/20/2009	\$71,250	Wayne Barbara M & Robert M		Warranty Deed		492/470
4/13/2009		Bowen Mary K				492/465
6/9/1998					2	187/585
5/16/1995						167/231
4/18/1981		Bowen James Grady Jr			3	WB6/145
1/29/1981						103/96
12/31/1979					2	98/846
7/22/1944					2	23/504

TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount	Jurisdiction	Rate
Appraisal Year	2018	Assessment Year	2018		
Appraised Land	\$119,500	Assessed Land		Hardin	1.9913
Appraised Improvements		Assessed Improvement	ents		
Total Tax Appraisal	\$119,500	Total Assessment	\$29,875		
		Exempt Amount			
		Exempt Reason			









Property Report for FEDERAL RD, cont.

TAXES								
Tax Year	City Ta	axes	County	Taxes		Total Tax	es	
2018			\$594.90			\$594.90		
2017			\$621.40			\$621.40		
2016			\$347.36			\$347.36		
2015			\$347.36			\$347.36		
2014			\$303.94			\$303.94		
2012			\$303.94			\$303.94		
MORTGAGE	HISTORY							
No mortgages w	ere found for this pa	rcel.						
PROPERTY (CHARACTERIS	TICS: BUILDING						
No Buildings we	re found for this pard	cel.						
PROPERTY (CHARACTERIST	TICS: EXTRA FEATURE	S					
No extra features	s were found for this	parcel.						
PROPERTY (CHARACTERIS ⁻	TICS: LOT						
Land Use		Household Units		Lot Dimen	sions			
Block/Lot				Lot Square	e Feet		2,463,308	3
Latitude/Longi	tude	35.096794°/-88.307761°		Acreage			56.55	
Туре		Land Use	Un	its	Tax Assessor V	alue		
Nonproductive			2.83	3 Ac	\$70			
Crop			28		\$92,400			
Woodland 2			25.	72 Ac	\$27,010			
PROPERTY (CHARACTERIS ⁻	TICS: UTILITIES/AREA						
Gas Source				Road Type			Paved	
Electric Source		Public		Topography			Level	
Water Source		Individual		District Trend			Stable	
Sewer Source		Individual		Special School	ol District 1			
Zoning Code				Special School	ol District 2			
Owner Type								
LEGAL DESC	CRIPTION							
Subdivision				Plat Book/Pag	je			
Block/Lot				District/Ward			06	
Description		12/31/87 Db 129 Pg 667 ((Inh) 9-11	-02 286/884				
FLOOD ZON	E INFORMATIO	N						
Zone Code	Flood Risk	Description			FIF	RM Panel ID		FIRM Panel E
AE	High	Areas subject to inundation determined by detailed me shown. Mandatory flood in floodplain management sta	n by the 1- ethods. Ba nsurance p andards a	-percent-annual-char use Flood Elevations ourchase requiremer pply.	nce flood event 470 (BFEs) are its and	071C0310E		06/16/2006











LOCATION Federal Rd TN **Property Address** Subdivision County Hardin County, TN PROPERTY SUMMARY **Property Type** Forest **Land Use** Improvement Type **Square Feet** GENERAL PARCEL INFORMATION 124 029.00 Parcel ID/Tax ID Special Int 000 Alternate Parcel ID Land Map 124 District/Ward 06 2010 Census Trct/Blk 9206/1 Assessor Roll Year 2018

Wednesday, January 02, 2019 **b** bing © 2018 Microsoft Corporation © 2018 HERE

CURRENT OWNER Jones Maxie L Name 325 Fairway Ln Counce, TN 38326-8020 **Mailing Address**

SALES HISTORY THROUGH 12/14/2018

Date	Amount	Buyer/Owners	Buyer/Owners 2	Instrument	No. Parcels	Book/Page Or Document#
11/6/2007	\$230,000	Jones Maxie L		Warranty Deed	5	457/124
2/25/1991	\$130,248	Carroll Jimmy R & Connie K		Warranty Deed	5	144/22
4/5/1990		Roberts James & Jimmy Yarbro			31	140/349
10/3/1984		John Hancock Mutual Life Ins Co %Suite 1			28	116/661

TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount	Jurisdiction	Rate
Appraisal Year	2018	Assessment Year	2018		
Appraised Land	\$17,600	Assessed Land		Hardin	1.9913
Appraised Improvements		Assessed Improvement	nts		
Total Tax Appraisal	\$17,600	Total Assessment	\$4,400		
Appraised Land Market	\$49,800	Exempt Amount			
Total Appraised Market	\$49,800	Exempt Reason			
TAVEC					

TAXES

Tax Year City Taxes		County Taxes	Total Taxes
2018		\$87.62	\$87.62
2017		\$113.88	\$113.88









					<u>P</u>	roperty Report	for FED	ERAL RD, cont.
2016		\$91.	.52			\$91.52		
2015		\$91.	.52			\$91.52		
2014		\$80	.08			\$80.08		
2012		\$80	.08			\$80.08		
MORTGAGE	HISTORY							
No mortgages v	vere found for this par	cel.						
	CHARACTERIST							
PROPERTY	CHARACTERIST	ICS: EXTRA FEATURES						
	s were found for this p							
	CHARACTERIST							
Land Use	5			Lot Dim	ensions			
Block/Lot				Lot Squ	are Feet		2,395,79	0
Latitude/Long	itude	35.106450°/-88.309813°		Acreage	•		55	
Туре		Land Use	U	Jnits	Tax Assesso	r Value		
Nonproductive			10	0	\$250			
Woodland 2			4	5	\$17,316			
PROPERTY	CHARACTERIST	ICS: UTILITIES/AREA						
Gas Source				Road Type			Paved	
Electric Source	•	Public		Topograph	у		Level	
Water Source		Individual		District Tre	nd		Stable	
Sewer Source		Individual		Special Sch	nool District 1			
Zoning Code				Special Sch	nool District 2			
Owner Type								
LEGAL DESC	CRIPTION							
Subdivision				Plat Book/F	Page			
Block/Lot				District/Wa	rd		06	
Description		T-5 Carroll Gbs 1992						
FLOOD ZON	E INFORMATION	N						
Zone Code	Flood Risk	Description				FIRM Panel ID	1	FIRM Panel Eff. Date
AE	High	determined by detailed method shown. Mandatory flood insura	Areas subject to inundation by the 1-percent-annual-chance flood event 47071C0310E determined by detailed methods. Base Flood Elevations (BFEs) are shown. Mandationy flood insurance purchase requirements and floodplain management standards apply.				06/16/2006	
AE	High	Areas subject to inundation by determined by detailed methoc shown. Mandatory flood insura floodplain management standa	ance pu	ırchase requiren	hance flood evens (BFEs) are nents and	ent47071C0305E		06/16/2006











LOCATION Federal Rd TN **Property Address** Subdivision County Hardin County, TN PROPERTY SUMMARY **Property Type** Agricultural **Land Use** Improvement Type **Square Feet** GENERAL PARCEL INFORMATION 124 029.01 Parcel ID/Tax ID Special Int 000 Alternate Parcel ID Land Map 124 District/Ward 06 2010 Census Trct/Blk 9206/1 Assessor Roll Year 2018

Wednesday, January 02, 2019 Hamburg © 2018 Microsoft Corporation © 2018 HERE

CURRENT OWNER Jones Maxie L Name 325 Fairway Ln Counce, TN 38326-8020 **Mailing Address**

SALES HISTORY THROUGH 12/14/2018

Date	Amount	Buyer/Owners	Buyer/Owners 2	Instrument	No. Parcels	Book/Page Or Document#
11/6/2007	\$230,000	Jones Maxie L		Warranty Deed	5	457/124
2/25/1991	\$130,248	Carroll Jimmy R & Connie K		Warranty Deed	5	144/22
4/5/1990		Roberts James & Jimmy Yarbro			31	140/349
10/3/1984		John Hancock Mutual Life Ins Co %Suite 1			28	116/661

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TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount	Jurisdiction	Rate
Appraisal Year	2018	Assessment Year	2018		
Appraised Land	\$26,900	Assessed Land		Hardin	1.9913
Appraised Improvements		Assessed Improvemen	nts		
Total Tax Appraisal	\$26,900	Total Assessment	\$6,725		
Appraised Land Market	\$67,100	Exempt Amount			
Total Appraised Market	\$67,100	Exempt Reason			
TAVEO					

TAXES

Tax Year	City Taxes	County Taxes	Total Taxes
2018		\$133.91	\$133.91
2017		\$139.88	\$139.88











Property Report for FEDERAL RD, co	nt.
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2016		\$30.68	3			\$30.68		
2015		\$30.68	3			\$30.68		
2014		\$26.85	5			\$26.85		
2012		\$26.85	5			\$26.85		
MORTGAGE I	HISTORY							
No mortgages we	ere found for this par	cel.						
PROPERTY (CHARACTERIST	ICS: BUILDING						
	e found for this parc							
PROPERTY C	CHARACTERIST	ICS: EXTRA FEATURES						
No extra features	were found for this p	parcel.						
PROPERTY O	CHARACTERIST	ICS: LOT						
Land Use				Lot Dim	nensions			
Block/Lot				Lot Squ	ıare Feet		1,485,390)
Latitude/Longit	tude	35.104865°/-88.308484°		Acreage	•		34.1	
Туре		Land Use	Unit	s	Tax Assessor	/alue		
Nonproductive			4.1 A	Ac	\$100			
Crop			6		\$10,236			
Rotation			2		\$2,660			
Pasture			4		\$2,876			
Pasture			18		\$11,052			
PROPERTY (CHARACTERIST	ICS: UTILITIES/AREA						
Gas Source				Road Type			Paved	
Electric Source		Public		Topograph	ıy		Level	
Water Source		Individual		District Tre	end		Stable	
Sewer Source		Individual		Special Sc	hool District 1			
Zoning Code				Special Sc	hool District 2			
Owner Type								
LEGAL DESC	CRIPTION							
Subdivision				Plat Book/	Page			
Block/Lot				District/Wa	ard		06	
Description		Gbs 92 Wetland Esmnt 7-7-95 D	b 167/4	150				
FLOOD ZON	E INFORMATIOI	N						
Zone Code	Flood Risk	Description				FIRM Panel II)	FIRM Panel Eff. Date
AE	High	Areas subject to inundation by th determined by detailed methods shown. Mandatory flood insuran floodplain management standard	Areas subject to inundation by the 1-percent-annual-chance flood event 47071C0310E determined by detailed methods. Base Flood Elevations (BFEs) are shown. Mandatory flood insurance purchase requirements and floodplain management standards apply.				06/16/2006	



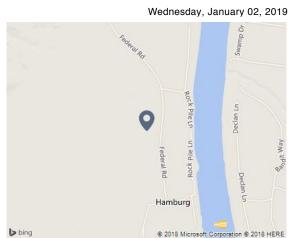








LOCATION Federal Rd TN **Property Address** Subdivision County Hardin County, TN PROPERTY SUMMARY **Property Type** Forest **Land Use** Improvement Type **Square Feet** GENERAL PARCEL INFORMATION 124 029.02 Parcel ID/Tax ID Special Int 000 Alternate Parcel ID Land Map 124 District/Ward 06 2010 Census Trct/Blk 9206/1 Assessor Roll Year 2018



CURRENT OWNER Jones Maxie L Name 325 Fairway Ln Counce, TN 38326-8020 **Mailing Address**

SALES HISTORY THROUGH 12/14/2018

Date	Amount	Buyer/Owners	Buyer/Owners 2	Instrument	No. Parcels	Book/Page Or Document#
11/6/2007	\$230,000	Jones Maxie L		Warranty Deed	5	457/124
2/25/1991	\$130,248	Carroll Jimmy R & Connie K		Warranty Deed	5	144/22
4/5/1990		Roberts James & Jimmy Yarbro			31	140/349
10/3/1984		John Hancock Mutual Life Ins Co %Suite 1			28	116/661

TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount	Jurisdiction	Rate
Appraisal Year	2018	Assessment Year	2018		
Appraised Land	\$15,700	Assessed Land		Hardin	1.9913
Appraised Improvements		Assessed Improveme	nts		
Total Tax Appraisal	\$15,700	Total Assessment	\$3,925		
Appraised Land Market	\$45,200	Exempt Amount			
Total Appraised Market	\$45,200	Exempt Reason			
TAYES					

TAXES

Tax Year	City Taxes	County Taxes	Total Taxes
2018		\$78.16	\$78.16
2017		\$101.40	\$101.40











Property	Report for	or FED	ERAL	RD.	cont.

2016		\$83.72	2			\$83.72		
2015		\$83.72	2			\$83.72		
2014		\$73.20	6			\$73.26		
2012		\$73.20	6			\$73.26		
MORTGAGE HISTORY								
	ere found for this par	rcel.						
PROPERTY (CHARACTERIS	TICS: BUILDING						
	re found for this parc							
PROPERTY (CHARACTERIST	ICS: EXTRA FEATURES						
	s were found for this							
PROPERTY (CHARACTERIST	TICS: LOT						
Land Use	OHAHAOTEHIO	1100. LO1		Lot Din	nensions			
Block/Lot					uare Feet		2,657,149	9
Latitude/Longi	tude	35.102201°/-88.307183°		Acreag	e		61	
Туре		Land Use	Uni	its	Tax Assessor V	/alue		
Nonproductive			6		\$150			
Woodland 2			37		\$9,442			
Woodland 2			7		\$2,694			
Woodland 2			9.5		\$2,911			
Woodland 2			1.5		\$460			
PROPERTY	CHARACTERIS	TICS: UTILITIES/AREA						
Gas Source	01111110121110	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		Road Type			Paved	
Electric Source	.	Public		Topograpi	ny		Level	
Water Source		Individual		District Tre	end		Stable	
Sewer Source		Individual		Special Sc	hool District 1			
Zoning Code				Special Sc	hool District 2			
Owner Type								
LEGAL DESC	CRIPTION							
Subdivision				Plat Book/	Page			
Block/Lot				District/W	ard		06	
Description		T-5 Carroll Gbs 1992						
FLOOD ZON	IE INFORMATIO	N						
Zone Code	Flood Risk	Description				FIRM Panel II	D	FIRM Panel Eff. Date
AE	High	Areas subject to inundation by the determined by detailed methods shown. Mandatory flood insurant	Areas subject to inundation by the 1-percent-annual-chance flood event 47071C0310E determined by detailed methods. Base Flood Elevations (BFEs) are shown. Mandatory flood insurance purchase requirements and floodplain management standards apply.					

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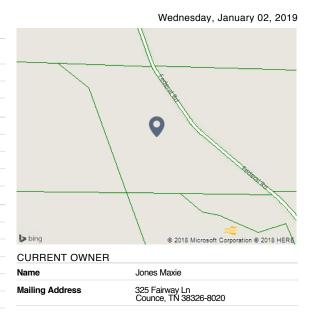


LOCATION	
Property Address	Federal Rd TN
Subdivision	
County	Hardin County, TN
PROPERTY SUMMARY	Y
Property Type	Agricultural
Land Use	Agriculture And Related Activities
Improvement Type	
Square Feet	
GENERAL PARCEL IN	FORMATION
Parcel ID/Tax ID	124 004.01
Special Int	000
Alternate Parcel ID	
Land Map	124
District/Ward	06
2010 Census Trct/Blk	9206/1
Assessor Roll Year	2018

\$24,100

\$52,900

\$52,900



SALES HISTORY THROUGH 12/14/2018

Date	Amount	Buyer/Owners	Buyer/Owne	ers 2	Instrument	No. Parcels	Book/Page Or Document#
6/7/2004	\$43,392	Jones Maxie			Warranty Deed	2	349/22
8/6/2002	\$150,000	McClain Dorothy & Ing	gle Charles		Warranty Deed	32	282/280
3/17/1982		Coln Christine D & Tho	omas & Tedford			34	107/294
TAX ASSES	SMENT						
Appraisal		Amount	Assessment	Amount	Jui	isdiction	Rate
Appraisal Yea	ar	2018	Assessment Year	2018			
Appraised La	ınd	\$24,100	Assessed Land		На	rdin	1.9913
Appraised In	provements		Assessed Improveme	ents			

Total Tax Appraisal

Appraised Land Market

Total Appraised Market

TAXES			
Tax Year	City Taxes	County Taxes	Total Taxes
2018		\$119.98	\$119.98
2017		\$152.88	\$152.88
2016		\$99.32	\$99.32
2015		\$99.32	\$99.32

Total Assessment

Exempt Amount

Exempt Reason

\$6,025











Property Report for FEDERAL RD, cont.

2014		\$86.91			\$86.91	
2012		\$86.91			\$86.91	
	HOTODY	φοσιο .				
MORTGAGE I	HISTORY ere found for this pare	~al				
	CHARACTERIST					
	e found for this parce					
		ICS: EXTRA FEATURES				
	were found for this p					
	CHARACTERIST					
Land Use		Agriculture And Related Activities		t Dimensions		_
Block/Lot				t Square Feet	1,092,04	15
Latitude/Longit	tude	35.111413°/-88.311720°	Ac	reage	25.07	
Туре		Land Use	Units	Tax Assessor Va	alue	
Nonproductive			2.07 Ac	\$50		
Rotation			17	\$20,958		
Pasture		;	3	\$2,157		
Woodland 2		;	3	\$957		
PROPERTY (CHARACTERIST	ICS: UTILITIES/AREA				
Gas Source			Road	Туре	Paved	
Electric Source		Public	Торо	ıraphy	Rolling	
Water Source		Individual	Distri	ct Trend	Stable	
Sewer Source		Individual	Speci	al School District 1		
Zoning Code			Speci	al School District 2		
Owner Type						
LEGAL DESC	RIPTION					
Subdivision			Plat B	ook/Page		
Block/Lot			Distri	ct/Ward	06	
Description		86 Gbs				
FLOOD ZON	E INFORMATION	N .				
Zone Code	Flood Risk	Description		F	IRM Panel ID	FIRM Panel Eff. Date
AE	High	Areas subject to inundation by the determined by detailed methods. I shown. Mandatory flood insurance floodplain management standards	1-percent-an Base Flood E purchase re apply.	nual-chance flood event 4 evations (BFEs) are quirements and	7071C0310E	06/16/2006
AE	High	Areas subject to inundation by the determined by detailed methods. I shown. Mandatory flood insurance floodplain management standards	Base Flood E purchase re	evations (BFEs) are	7071C0305E	06/16/2006



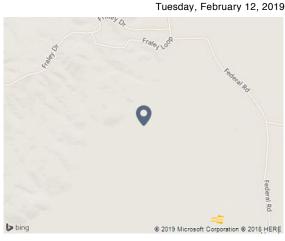








LOCATION Off Federal Rd TN **Property Address** Subdivision County Hardin County, TN PROPERTY SUMMARY **Property Type** Agricultural **Land Use** Improvement Type **Square Feet** GENERAL PARCEL INFORMATION 124 030.00 Parcel ID/Tax ID Special Int 000 Alternate Parcel ID Land Map 124 District/Ward 07 2010 Census Trct/Blk 9206/1 Assessor Roll Year 2018



CURRENT OWNER Jones Maxie L Paula Name 325 Fairway Ln Counce, TN 38326-8020 **Mailing Address**

SALES HISTORY THROUGH 01/29/2019

Date Amount Buyer/Owners Buyer/Owners 2 Instrument No. Parcels Or Document# Book/Page Or Document# 1/20/1992 Jones Maxie L & Paula 2 148/372 2/26/1991 \$65,464 Jones Maxie L & Wilkes Jeff Warranty Deed 2 144/34 4/5/1990 Roberts James & Jimmy Yarbro 31 140/349 10/3/1984 John Hancock Mutual Life Ins Co %Suite 1 28 116/661							
2/26/1991 \$65,464 Jones Maxie L & Wilkes Jeff Warranty Deed 2 144/34 4/5/1990 Roberts James & Jimmy Yarbro 31 140/349 10/3/1984 John Hancock Mutual Life Ins Co 28 116/661	Date	Amount	Buyer/Owners	Buyer/Owners 2	Instrument	No. Parcels	
4/5/1990 Roberts James & Jimmy Yarbro 31 140/349 10/3/1984 John Hancock Mutual Life Ins Co 28 116/661	1/20/1992		Jones Maxie L & Paula			2	148/372
10/3/1984 John Hancock Mutual Life Ins Co 28 116/661	2/26/1991	\$65,464	Jones Maxie L & Wilkes Jeff		Warranty Deed	2	144/34
	4/5/1990		Roberts James & Jimmy Yarbro			31	140/349
	10/3/1984					28	116/661

TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount	Jurisdiction	Rate
Appraisal Year	2018	Assessment Year	2018		
Appraised Land	\$290,800	Assessed Land		Hardin	1.9913
Appraised Improvements		Assessed Improvement	nts		
Total Tax Appraisal	\$290,800	Total Assessment	\$72,700		
Appraised Land Market	\$574,100	Exempt Amount			
Total Appraised Market	\$574,100	Exempt Reason			
TAVEO					

TAXES

Tax Year	City Taxes	County Taxes	Total Taxes		
2018		\$1,447.68	\$1,447.68		
2017		\$1,889.16	\$1,889.16		









								<u>P</u>	operty Rep	ort for C	OFF FEE	DERAL RD, cont
2016	16 \$1,190				\$1,190.80)				\$1,190.80)	
2015	· ·				\$1,190.80					\$1,190.80)	
2014					\$1,041.95	5				\$1,041.95	i	
2012				\$1,041.95	5	\$1,041.95						
MORTGAGE HISTORY												
Date	Loan Amount Borrower Lender						Book/Pa	ge or Docum	ent#	Assignm	ents/ Releases	
03/22/2018	\$597,868	Jones Maxie L Jones Paula C		The Bank	ank Of Fayette County		685/347 135159					
02/25/2015	\$943,491	Jones Ma Jones Pa		Wayne County Bank		nk		616/323 117872		R		
06/06/2006	\$3,200,000	Jones Ma Jones Pa		Bancorpsouth				413/110	13/110 R		R	
07/22/1997	25,075	Jones M	axie & Paula	Bank Of Adamsville			11E/635		R			
ASSIGNM	MENTS & RELEA	ASES										
Mortgage I	Date New Lende	r	Original Lend	er	Borrov	ver	Book	/Page or	Document#	Record	led Date	Document Type
02/25/2015	Wayne Cour	nty Bank	Wayne County E	Bank	Jones I Jones F	Maxie Paula	684/87 13504	70 7		3/26/20	18	Release
06/06/2006			Bancorpsouth E	Bank	Jones M Jones F		479/18 80692			9/2/2008	8	Release
07/22/1997			Community Sou	uth Bank	Smith James			491/696 84386		4/7/2009	9	Release
PROPER	TY CHARACTE	RISTIC	S: BUILDING	3								
No Building	s were found for this	s parcel.										
PROPER	TY CHARACTE	RISTICS	S: EXTRA FE	EATURES	3							
No extra fea	atures were found fo	r this parc	el.									
PROPER	TY CHARACTE	RISTICS	S: LOT									
Land Use							Lot Di	mension	S			
Block/Lot						Lot Square Feet			13,982,704			
Latitude/L	ongitude	3	35.106121°/-88.3	320621°		Acreage		321				
Туре			Land Use			Units		Tax As	sessor Value			
Nonproducti	ive					31		\$780				
Crop						164		\$223,8	27			
Rotation						20		\$24,65	3			
Rotation						22		\$19,46	3			
Pasture						2		\$1,150				
Woodland 2						82		\$20,92	3			
PROPER	TY CHARACTE	RISTICS	S: UTILITIES	S/AREA								
Gas Source				Road Type			Gravel					
Electric So	urce	Pι	ublic			Topography		Rolling				
Water Sou	rce	Inc	dividual		Di		istrict Trend			Stable		
Sewer Sour	rce	Individual				Special School District 1						
Zoning Code				Special School District 2								
Owner Type	•											
LEGAL D	ESCRIPTION											
Subdivisio	n					Pla	at Book	/Page				









Property Report for OFF FEDERAL RD, cont.

Block/Lot			District/Ward	07	
Description		T-4 Wilkes-Jones			
FLOOD ZON	E INFORMATIO	N			
Zone Code	Flood Risk	Description		FIRM Panel ID	FIRM Panel Eff. Date
AE	High	event determined by detailed r	r the 1-percent-annual-chance flood nethods. Base Flood Elevations (BFEs) isurance purchase requirements and ards apply.	47071C0305E	06/16/2006
Х	Minimal	Area of minimal flood hazard, 500-year flood level.	usually depicted on FIRMs as above the	e 47071C0305E	06/16/2006
0.2 PCT	Moderate	An area inundated by 500-yea flooding with average depths oless than 1 square mile; or an flooding.	r flooding; an area inundated by 100-yea of less than 1 foot or with drainage area area protected by levees from 100-yea	ar 47071C0305E s r	06/16/2006
AE	High	event determined by detailed r	rthe 1-percent-annual-chance flood nethods. Base Flood Elevations (BFEs) Isurance purchase requirements and ards apply.	47071C0310E	06/16/2006









Tax Summary

Currently Hardin County has the Property listed in six tax parcels.

The tax ids and 2018 Taxes are listed below:

124 004.01	\$119.98
124 029.00	\$87.62
124 029.01	\$133.91
124 029.02	\$78.16
124 017.00	\$594.90
124 030.00	\$1,447.68
TOTAL	\$2,462.25



Timber Deed Affecting Tracts 12-15



This instrument was prepared by Smith & Smith, Attorneys at Law 428 Main Street, Savannah, Tennessee 38372

TIMBER DEED

FOR AND IN CONSIDERATION of the sum of One Hundred Twenty-Three Thousand Dollars (\$123,000.00), cash in hand paid, the receipt and sufficiency of all of which is hereby acknowledged, and other good and valuable consideration, we, MAXIE JONES and spouse, PAULA JONES, have this day bargained and sold and by these presents do hereby bargain, sell, transfer, and convey unto HANKINS FOREST PRODUCTS, INC. its successors and assigns forever, all merchantable pine and hardwood timber standing, lying, growing, on the following described tract, and being located in the Seventh Civil District of Hardin County, Tennessee. The property on which said timber is located is described on the attached map designated as "Exhibit A" and on the property described as follows:

Beginning at a stake located on an Indian Mound in a Goose Pond, said stake being a northeast corner of the James Grady Bowen, Jr. 571.76 acre tract found recorded in Deed Book 103, page 96 and being the beginning southeast corner of the tract herein described; thence with an old hedgerow separating two fields being the Bowen north boundary line, south 89 degrees 00 minutes 00 seconds, west 4327.00 feet to a stake being the southwest corner of the tract herein described; thence with the Bowen east boundary line, north 04 degrees 14 minutes 48 seconds, west 1858.64 feet to a stake; thence south 84 degrees 45 minutes 00 seconds, east 1500.00 feet (crossing county road No. 73) to an old iron pipe being an interior corner of the tract herein described; thence north 06 degrees 00 minutes 00 seconds, east 1670.00 feet crossing another old abandoned road leading eastward from county road No. 73; thence with an old wire fence and the Coln south boundary line, east 1625.00 feet to an iron pipe beside a marked 15 inch diameter white oak in a fence corner; thence south 08 degrees 00 minutes 00 seconds, west 390.00 feet to an iron pipe in a fence corner being an interior corner or the tract herein described; thence with an old wire fence and the Coln south boundary line, south 89 degrees 37 minutes 05 seconds, east 1943.49 feet to an iron pin in a fence corner; thence north 89 degrees 31 minutes 40 seconds, east 451.67 feet and south 21 degrees 16 minutes 45 seconds, east 1153.59 feet to the center of the Lick Creek Canal; thence leaving the canal, south 79 degrees 42 minutes 00 seconds, west 20.00 feet to an iron pin beside a marked 12 inch diameter box elder; thence with a new severance line, south 42 degrees 55 minutes 05 seconds, west 1913.13 feet back to the point of beginning containing 327.32 acres. (Description according to prior deed.)

County Road No. 73 crosses through the west portion of this tract.

EXCLUSION: Included in the above described property, but expressly excluded herein is a 4 ½ acre tract conveyed by Maxie Jones to Chris Lambert by warranty deed dated January 14, 1994, and recorded in deed book 159, page 621, in the Register's Office of Hardin County, Tennessee, and described as follows:

Timber Deed



BEGINNING at the southeast corner of the Maxie Jones Property in the centerline of Lick Creek, runs thence West 420 feet parallel with Jimmy Carroll's line; thence North 535 feet to a point on the north side of a drainage ditch; thence running East 420 feet to the centerline of Lick Creek to Maxie Jones' east boundary line; thence South 420 feet to the point of beginning and containing approximately 4 ½ acre more or less gross. Said property lying in the northeast corner of Goose Pond.

There is further conveyed herewith a 15 foot access easement running from County Road 73 across the grain fields of the Maxie Jones farm to the Northwest corner of the above described tract for the sole use and benefit of the Grantee herein and no others. (Description according to Maxie Jones.)

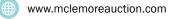
Being the same property conveyed to Maxie Jones and spouse, Paula Jones by Quitclaim Deed of Jeff Wilkes, dated January 20, 1992, and recorded in deed book 148, page 372, in the Register's Office of Hardin County, Tennessee.

TO HAVE AND TO HOLD unto the said HANKINS FOREST PRODUCTS, INC. its successors and assigns, five (5) years, in which to cut and remove said timber.

We covenant with HANKINS FOREST PRODUCTS, INC., its successors and assigns, that we are lawfully seized and possessed of said timber herein conveyed, and that said timber and tracts of real estate are unencumbered.

HANKINS FOREST PRODUCTS, INC. will take reasonable precautions to prevent and avoid any damage to young and unmerchantable timber, but the parties hereto recognize and acknowledge that the potential for some damage to young and unmerchantable timber exists during a timber harvesting operation, and it is agreed that HANKINS FOREST **PRODUCTS, INC.** will not be liable or responsible in any way for any such damage.

HANKINS FOREST PRODUCTS, INC. agrees to harvest the timber in a manner consistent with Best Management Practice guidelines as set forth by the Tennessee Forestry Commission and to comply with all environmental laws, rules and regulations of the Tennessee Forestry Commission, the Tennessee Department of Environmental Quality, the Federal Environmental Protection Agency and/or any other state and federal agencies having jurisdiction. HANKINS FOREST PRODUCTS, INC. further agrees to indemnify and hold harmless MAXIE JONES and spoue, PAULA JONES, from any and all claims, expenses and costs including, but not limited to attorney's fees growing or arising out of HANKINS FOREST PRODUCTS, INC. failure to comply with any such environmental guidelines, laws, rules or regulations.



Timber Deed



We further covenant and bind ourselves, our heirs and assigns, to warrant and forever defend title to said timber herein conveyed unto the said HANKINS FOREST PRODUCTS, INC., its successors and assigns, against the lawful claims and demands of all persons whomsoever.

This the 1st day of June, 2016.

MAXXE JONES

PAULA JOMES

BY: MAXIE ONES, Attorney-in-fact

STATE OF TENNESSEE

COUNTY OF HARDIN

Personally appeared before me, a Notary Public of the state and county aforesaid, MAXIE JONES, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 1st day of June, 2016.

My commission expires: January 16, 2019

STATE OF TENNESSEE

COUNTY OF HARDIN

Personally appeared before me, a Notary Public of the state and county aforesaid, MAXIE JONES, with whom I am personally acquainted, the person who executed the within instrument in behalf of PAULA JONES, the within named bargainor, and he acknowledged that he executed the same as the free act and deed of this said Paula Jones, under the authority of General Power of Attorney of record in Power of Attorney Book 6, Page 474, Register's Office of Hardin County, Tennessee.

Witness my hand, at office, this 1st day of June, 2016.

My commission expires: January 16, 2019

(615) 517-7675

www.mclemoreauction.com

will@mclemoreauction.com

Timber Deed



Property Viewer

Page 1 of 1

"EXHIBIT A"



Tennessee Property Viewer



Measure

Search Search Results **Property Detail**

Hide Parcel Highlight(s) Clear S JONES MAXIE L & Pr County:

Owner: Owner 2: Address: OFF FEDERAL RD 124 030.00 Percel Number: Calculated Acreege: 321 abdivision Lot: 2012

Click here for the most up-to-date owner information.

Click here if there is a problem with this

Export PDF of this map

The property maps represented on this si information maintained by your local cou are a best-fit visualization of how all the relate to one another. The property lines examining detailed property descriptions surveys created by a licensed surveyor bu evidence of property ownership in any co property is drawn in error, you should cor office and work with them to resolve the

Julie Gail Adkisson, Register
Hardin County Tennessee
117446 Instrument #: 124750 Rec #: 117446 Rec'd: 25.0 Recorded 6/1/2016 at 9:45 AM 25.00 455.10 1.00 State: Clerk: in Record Book 644 Pgs 146-150 Other: 2.00

483.10

Total:

file:///C:/Users/Jay/AppData/Local/Temp/Low/EX9EWKBW.htm

5/9/2016





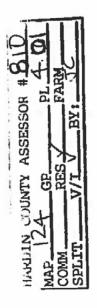
Video











COUNTY: TENNESSEE STATE: WETLAND CONSERVATION MITIGATION NO.

THIS WARRANTY EASEMENT DEED is made by and between MAXIE JONES, d/b/a TENNESSEE RIVER INVESTORS ("Landowner"), Grantor, and the UNITED STATES OF AMERICA, by and through the Secretary of Agriculture, ("United States"), Grantee. The Landowner and the United States are jointly referred to as the "Parties." The acquiring agency of the United States is the Natural Resources Conservation Service (NRCS) of the United States Department of Agriculture (USDA).

Witnesseth

Purpose. The purpose of this easement is for the Landowner to provide offsite [insert restoration of wetlands, wetland enhancement of an existing wetland, or the creation of a new wetland] in order to mitigate for lost wetland acreage, functions, and values associated with the conversion of 2.780 acres of wetlands located in Hardin County, which is more fully described in Exhibit A, attached hereto. It is also the purpose of this easement to ensure the protection and management of such wetland functions and values on the easement area as described in Part I.

This conveyance is made pursuant to the Wetland Mitigation Agreement (WMA) between the Landowner and NRCS, which provides compensatory mitigation for the conversion of the above described wetland. The signed copy of the WMA is maintained by NRCS in the Nashville office. The WMA sets forth the restoration and maintenance duties of the Landowner for the mitigated wetland.

Authority. This easement deed acquisition is authorized by the Wetland Conservation provisions of title XII of the Food Security Act of 1985, as amended, 16 U.S.C. Section 3821, et seq.

NOW THEREFORE, for and in consideration of the above referenced WMA and other good and valuable consideration, the Landowner hereby grants and conveys with general warranty of title to the UNITED STATES OF AMERICA, all rights, title and interest in the lands comprising the easement area described in Part I and appurtenant rights of access to the easement area, but reserving to the Landowner only those rights, title, and interest expressly enumerated in Part II. It is the intention of the Landowner to convey and relinquish any and all property rights not so reserved. This easement shall constitute





SUBJECT, however, to all valid rights of record, if any.

<u>PART I.</u> <u>Description of the Easement Area.</u> The lands encumbered by this easement deed, referred to hereafter as the easement area, are described in EXHIBIT A. EXHIBIT A is attached hereto and made a part of this easement deed.

TOGETHER with the right of access for ingress and egress to the easement area across adjacent or other properties of the Landowner. Such right-of-way for access purposes is described in EXHIBIT B which is appended to and made a part of this easement deed.

<u>PART II. Reservations in the Landowner on the Easement Area.</u> Subject to the rights, title, and interest conveyed by this easement deed to the United States, the Landowner reserves:

- A. <u>Title.</u> Record title, along with the Landowner's right to convey, transfer, and otherwise alienate title to these reserved rights.
- B. Ouiet Enjoyment. The right of quiet enjoyment.
- C. Control of Access. Subject to the prohibition below regarding the placement or installation of structures, the right to prevent trespass and control access by the general public subject to the operation of State and Federal Law.
- D. <u>Recreational Uses</u>. The right to undeveloped recreational uses, as determined by NRCS, including hunting and fishing, and the leasing of such rights for economic gain, pursuant to applicable State and Federal Law.
- E. <u>Subsurface Resources</u>. The right to oil, gas, minerals, geothermal resources, and water underlying the easement area, provided that any drilling or mining activities are to be located outside the boundaries of the easement area. To the extent any subsurface rights are owned and exercised by third parties, the United States will be afforded comment opportunities by the Landowner prior to the exercising of those rights

PART III. Obligations of the Landowner. The Landowner shall comply with all the terms and conditions of this easement, including the following:

A. <u>Prohibitions</u>. Unless authorized by the WMA or by United States in writing, and without otherwise limiting the rights of the United States acquired hereunder, it is expressly understood that the rights to the following activities







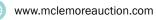
- 2. altering of grassland, woodland, wildlife habitat or other natural features by burning digging, plowing, disking, cutting or otherwise destroying the vegetative cover;
- dumping, refuse, wastes, sewage, or other debris; 3.
- 4. harvesting wood products;
- draining, dredging, channeling, filling, leveling, pumping, diking, 5. impounding, or related activities, as well as altering or tampering with water control structures or devices:
- diverting or causing or permitting the diversion of surface or 6. underground water into, within, or out of the easement area by any means;
- 7. building, placing, or permitting to be placed or installed any structures on, under, or over the easement area;
- planting or harvesting any crop; 8.
- 9. grazing or allowing livestock on the easement area; and
- stocking of birds or other animals for hunting or any other purpose. .01
- B. Taxes. The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.
- C. Reporting. The Landowner shall report to NRCS any conditions or events which may adversely affect the wetland values and functions of the easement area.
- D. Wetland Management Agreement. The Landowner agrees to restore and maintain the easement area in accordance with the terms of the WMA developed and approved by NRCS.

PART IV. Rights of the United States. The rights of the United States include:

A. Access. The United States has a right of reasonable ingress and egress to the easement area, for the exercise of any of the rights of the United States under this easement deed. The authorized representatives of the United States may utilize vehicles and other reasonable modes of transportation for access purposes.











and the right:

- 1. To enter upon the easement area to perform necessary work for prevention of, or remediation of, damage to the wetlands and associated uplands; and
- 2. To assess all expenses incurred by the United States against the Landowner, to be owed immediately to the United States.

PART V. General Provisions.

- A. Successors in Interest. The rights granted to the United States shall accrue to any of its agents, successors, or assigns. All obligations of the Landowner under this easement deed shall also bind the Landowner's heirs, successors, agents, assigns, lessees, and any other person claiming under them.
- B. Rules of Construction and Special Provisions. All rights in the easement area not reserved by the Landowner shall be deemed acquired by the United States. Any ambiguities in this easement deed shall be construed in favor of the United States to affect the wetland and conservation purposes for which this easement deed is being acquired.
- C. Environmental Warranty. "Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

Landowner warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Landowner warrants that there are no notices by any governmental authority of any violation or alleged violation of, noncompliance or alleged noncompliance with or any







Moreover, Landowner hereby promises to defend and indemnify the United States against all litigation, claims, demands, penalties, and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath, or from the easement area, or arising from or connected with a violation of any Environmental Laws by Landowner or any other prior owner of the easement area. Landowner's indemnification obligation shall not be affected by any authorizations provided by the United States to the Landowner with respect to the easement area or any restoration activities carried out by the Landowner at the Property.

- D. General Indemnification. Landowner shall indemnify and hold harmless the United States, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or incur relating to the easement area, which may arise from, but is not limited to, Landowner's negligent acts or omissions or Landowner's breach of any representation, warranty, covenant, agreements contained in this Warranty Easement Deed, or violations of any Federal, State, or local laws, including all Environmental Laws.
- E. <u>Duration of Easement</u>. This Warranty Easement Deed shall remain in effect until such time as the United States determines that the converted area is no longer in agricultural use or is returned to its original wetland classification with equivalent wetland functions. In the event that the Landowner believes that the conditions necessary to keep the easement in force are no longer applicable to the land, the Landowner may request a termination of this easement from the United States, which may terminate the easement if, the United States determines, in it sole discretion, that one of the above conditions for termination exists.

TO HAVE AND TO HOLD, this Warranty Easement Deed is granted to the United States of America and its assigns. The Landowner covenants that he, she or they are vested with good title to the easement area and will warrant and defend the same on behalf of the United States against all claims and demands. The Landowner covenants to comply with the terms and conditions enumerated in this document for the use of the easement area and to refrain from any activity not specifically allowed or that is inconsistent with the purpose of this easement deed.





(Seal) Landowner(s): TENNESSEE RIVER INVESTORS , being the duly authorized representative of the hijed States Department of Agriculture's Natural Resources Conservation Service, do hereby accept this Conservation Easement Deed with respect to the rights and duties of the United States. STATE OF TENNESSEE COUNTY OF HARDIN day of on this 2017, before me, the undersigned, a Notary Public in and for said jurisdiction, personally appeared MAXIE JONES, d/b/a TENNESSEE RIVER INVESTORS to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed. IN TESTIMONY WHEREOF, I have hereunto my hand and Notarial Seal subscribed and affixed in said jurisdiction, the day and year above written. My Commission Expires:







September 3, 2015

Chris Jones Wetland Mitigation Easement **GRANTOR: Maxie Jones** 6" Civil District, Hardin Co., TN. Tax Map 124, Parcel 4.01 Deed Book 349, pg. 22

The described tract is being taken from the central portion of the parent tract, more particularly described as follows:

Beclinning at a neil w/cap found in the center of Federal Road (Public/Paved), being the southeast corner of the parent tract, the southwest corner of Luciano Paiusco (D.B. 491, pg. 747), and the northeast corner of Maxia Jones (D.B. 457, pg. 124). Thence along the center of Federal Road. N 50 41' 20" W for 585.86 feet, N 49 44' 36" W for 272.08 feet, N 45 37' 38" W for 17.74 feet to a nail set, being the point of beginning for a 25 feet wide ingress/Egress Easement to be included with this conveyance. Thence leaving Federal Road along the center of said ingress/Egress Essement (12 1/2 feet left, 12 1/2 feet right). S 61 38' 45" W crossing a large CMP culvert at 197 feet, for a total distance of 212.28 feet to a nail set. N 44 14' 34" W for 171.65 feet to a nail set on the south line of the described tract, [having a total length of 383.93 feet (0.22 acre)], being THE TRUE POINT OF BEGINNING. Thence along a new severance line, \$42.18' 19" W for 567.51 feet to an iron pin set at the toe of Lick Creek levy, being the southwest corner of the described tract. Thence generally with the toe of Lick Creek levy, N 18 26' 55" W for 351.00 feet to an iron pin set, being the northwest corner of described tract. Thence leaving said levy. N 61 44' 47" E for 419.60 feet to an iron pin set, being the northeast corner of the described tract. Thence S 52 53' 53" E for 167.22 feet to an iron pin set, being the southeast corner of described tract. Thence S 42 18' 19" W for 15.00 feet to the point of beginning. Containing 2.780 Acres

The described Ingress/Egress Easement is subject to the west prescriptive margin (25') of Federal Road.

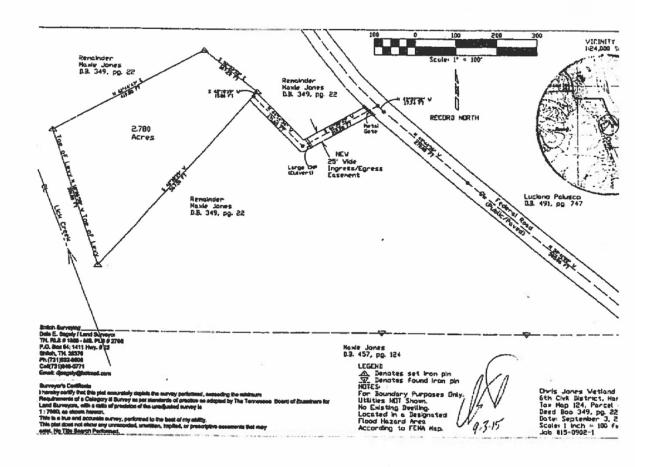
Subject to covenants, restrictions, and easements of record.

Also subject to applicable restrictions for Wetland Mitigation Easements.

The above Survey was performed by Dale E. Sagely TN. R.L.S. # 1888, on September 2, 2015, with a Category II closure, and a Record North Bearing.













I, or we, hereby swear or affirm that the actual consideration of this transfer, or value of the property or interest in property transferred, whichever is greater, is \$ZERO which amount is equal to or greater than the amount which the property or interest in property transferred would command at a fair and voluntary sale.

AFFIANT

Subscribed and sworn to before me on this the

My Commission Expires: 9-11-2017



Julie Gail Adkisson, Registe Hardin County Tennessee

0.00 6/15/2017 at 2:26 PM 0.00 2.00 Pgs 371-379

