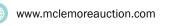


# Duplex on 1.13± Acres in Thousand Oaks Estates and 55.82± Acres along I-40 in West Nashville (2)

## **Table of Contents**

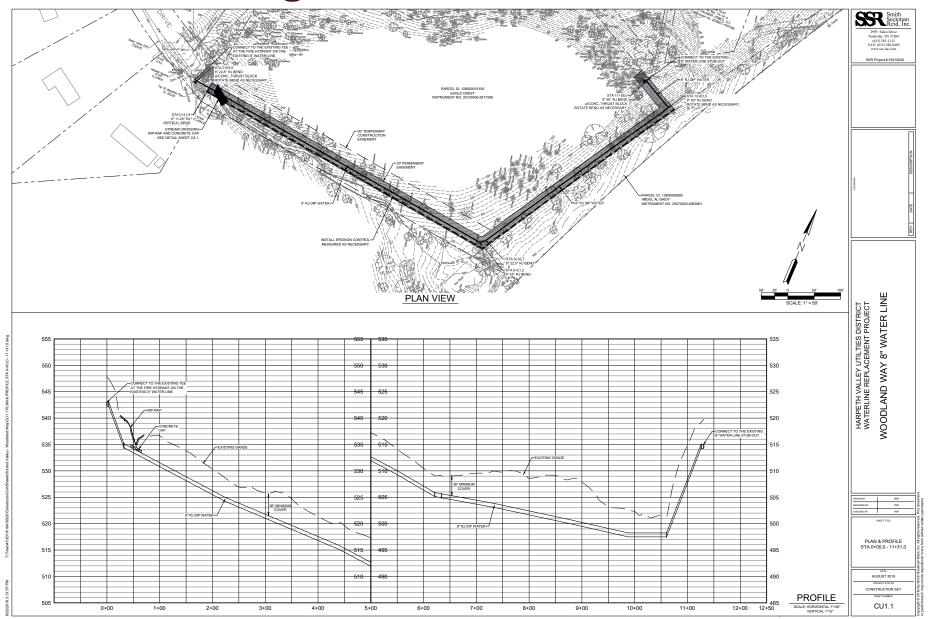


| 301 Forrest Valley Drive - Water Line Extension Drawing | 1  |
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## 301 Forrest Valley Drive - Water Line Extension Drawing



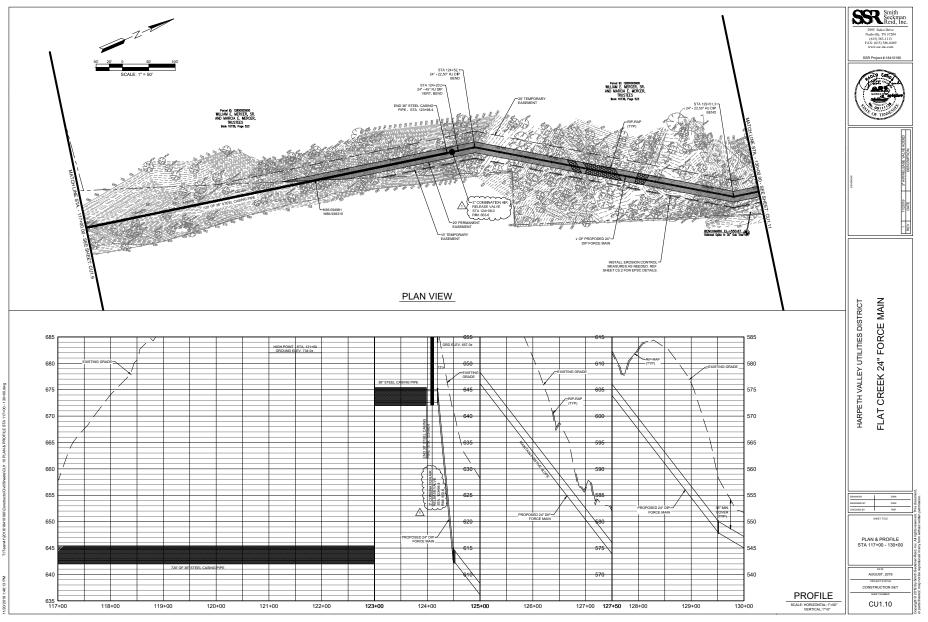


(615)-517-7675



## 7378 George E Horn Rd - Sewer Line Extension Drawing

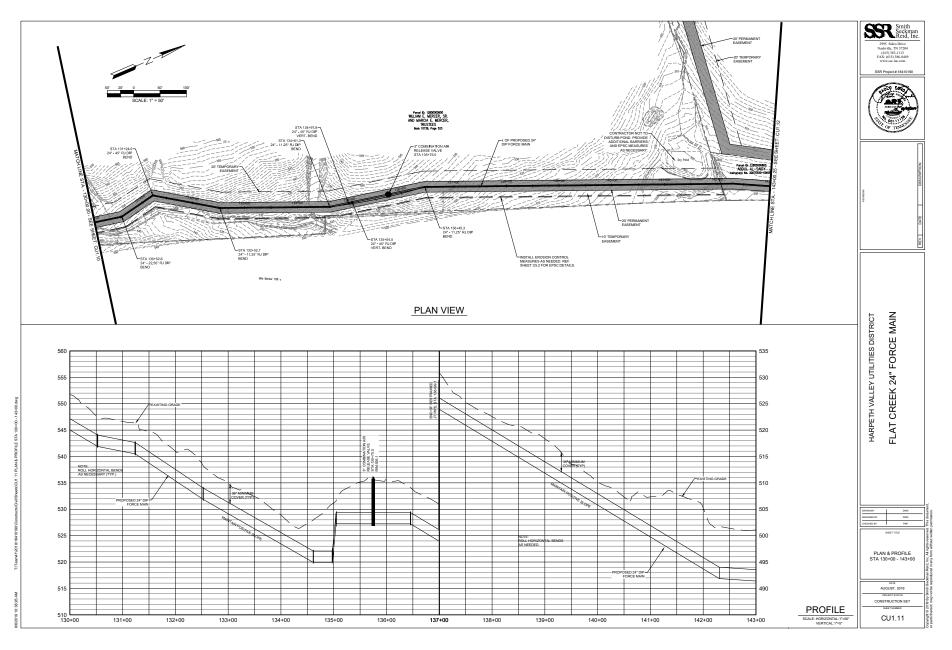


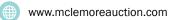




## 7378 George E Horn Rd - Sewer Line Extension Drawing







## Agreement for Dedication of Public Right-of-Way



#### AGREEMENT FOR DEDICATION OF

#### **PUBLIC RIGHT-OF-WAY**

Prepared By:

Metro Public Works and

YOU Land COMPM TAC.

For and in consideration for the mutual benefits that will accrue by reason of the proposed improvements, the undersigned do hereby grant, dedicate, bargain, sell, transfer and convey unto The Metropolitan Government of Nashville and Davidson County, its successors and assigns forever, the public right-of-ways described as follows:

Owner Name and Address:

West Nashville Living, LLC.

700 51st Avenue N., Nashville, Tn. 37209

Recorded Document of Ownership: Instrument #20190930-0099335

Street or Alley Number of Dedication: 301 Forrest Valley Drive

Map No. <u>128-02</u> Parcel No. <u>p/o 17.00</u>

Subdivision Name and Document Number:

64-113-G - Thousand Oaks Estates Book 3700, Page 82, R.O.D.C., Tn.

#### **LEGAL DESCRIPTION**

BEING A TRACT OF LAND IN THE TWENTY-SECOND COUNCILMANIC DISTRICT OF METROPOLITAN-NASHVILLE, DAVIDSON COUNTY, TENNESSEE AND BEING A PORTION OF THE SAME PROPERTY CONVEYED TO WEST NASHVILLE LIVING, LLC., AS EVIDENCED IN INSTRUMENT NO. 20190930-0099335, IN THE REGISTERS OFFICE OF DAVIDSON COUNTY, TENNESSEE, (R.O.D.C., TN.). SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

WEST NASHVILLE LIVING, LLC. PROPERTY - Davidson County Tax Map 128-02, Part of Parcel 17.00

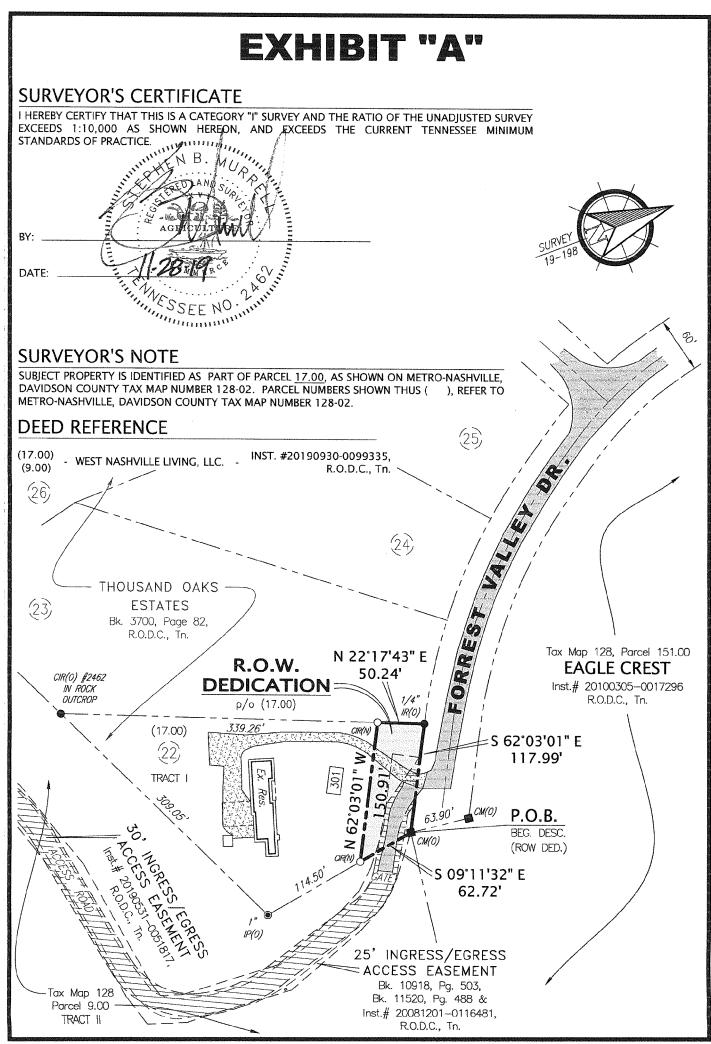
BEGINNING AT A CONCRETE MONUMENT OLD AT THE SOUTHEASTERLY TERMINUS OF FORREST VALLEY DRIVE, SAID MONUMENT LYING 63.90 FEET FROM A CONCRETE MONUMENT OLD, BEING THE NORTHEAST BOUNDARY CORNER OF PARCEL 17.00, LOT 22 OF THE THOUSAND OAKS ESTATES SUBDIVISION, AS EVIDENCED IN BOOK 3700, PAGE 82, R.O.D.C., TN.; THENCE, WITH THE EAST BOUNDARY OF THE SAID LOT 22, SOUTH 09 DEG 11 MIN 32 SEC EAST, AT A DISTANCE OF 62.72 FEET TO A CAPPED IRON ROD NEW; THENCE, WITH A NEW BOUNDARY LINE, SEVERING THE LANDS OF THE SAID LOT 22, NORTH 62 DEG 03 MIN 01 SEC WEST, AT A DISTANCE OF 150.91 FEET TO A CAPPED IRON ROD NEW IN THE EAST BOUNDAY OF LOT 23, OF THE SAID THOUSAND OAKS ESTATES SUBDIVISION; THENCE, WITH THE SAID EAST BOUNDARY OF LOT 23, NORTH 22 DEG 17 MIN 43 SEC EAST, AT A DISTANCE OF 50.24 FEET TO A 1/4 INCH IRON ROD OLD IN THE SOUTHERLY MARGIN OF FORREST VALLEY DRIVE, AT A DISTANCE OF 30 FEET FROM THE CENTER OF THE SAID DRIVE; THENCE, WITH THE SAID SOUTHERLY MARGIN, SOUTH 62 DEG 03 MIN 01 SEC EAST, AT A DISTANCE OF 117.99 FEET TO THE POINT OF BEGINNING, CONTAINING 0.15 ACRES, MORE OR LESS, ACCORDING TO A SURVEY BY STEPHEN B. MURRELL, TN. R.L.S. NO. 2462, OF XCEL LAND COMPANY, INC., JOB NO. 19-198-01, ON NOVEMBER 28, 2019.

THE ABOVE DESCRIBED PROPERTY IS SUBJECT TO ALL MATTERS SHOWN ON A R.O.W. DEDICATION SURVEY ENTITLED EXHIBIT "A", BY STEPHEN B. MURRELL, TN. R.L.S. NO. 2462, OF XCEL LAND COMPANY, INC., IOB NO. 19-198-01, DATED NOVEMBER 28, 2019

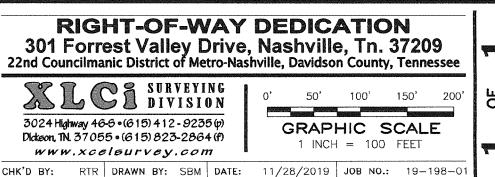
SSEE MO " "

N.E.S. 110. 2-1









 $Z:\\ 19-198 - Property \ Help - BNDY\\ 19-198-01 - Mark \ Hayes - ROWDED\\ Davidson\_M128\_P00900\_ROW-Dedication.dwg$ 

## Agreement for Dedication of Public Right-of-Way



All of which is more particularly shown by words, figures, signs and symbols on the attached map, which is made a part hereof.

This conveyance includes the right of The Metropolitan Government of Nashville and Davidson County, its servants and agents to construct, operate, maintain, repair, replace and inspect the public roadway, sidewalks, and all appurtenances, within the limits of the afore described right-of-way

To have and to hold said right-of-way to The Metropolitan Government of Nashville and Davidson County, its successors and assigns forever.

I/We do hereby covenant with said The Metropolitan Government of Nashville and Davidson County that I am/we are lawfully seized and possessed of said land in fee simple and have a good right to make this conveyance.

I/We do further covenant with said The Metropolitan Government of Nashville and Davidson County that said portion or parcel of land as afore described is to remain the property of the undersigned and may be used for any lawful purpose desired after the construction of all of the aforesaid improvements provided, in the opinion of the Metropolitan Government of Nashville and Davidson County, said use or uses do not destroy, weaken or damage the right-of-way improvements or interfere with the operation or maintenance thereof.

Any encroachment into the public right-of-way at, above, or below grade requires an Encroachment Permit from the Department of Public Works.

The Metropolitan Government hereby covenants that, upon completion of any construction it will restore the hereinabove described property to its original condition, or as near thereto as is reasonably possible. I/We do not waive any claim for damage in any manner for the negligence of any agent, representative or contractor for the Metropolitan Government of Nashville and Davidson County during the construction of any of the aforesaid improvements.

I/We do further covenant and bind myself/ourselves, my/our heirs and representatives to warrant and forever defend the right of the grantee to the foregoing right-of-way against the claim of all persons whomsoever.

## **OWNER'S CERTIFICATE** I (we) hereby certify that I am (we are) the owner(s) of the property shown hereon as evidenced in Instrument No. 20190930-0099335, Register's Office of Davidson County, Tennessee, and adopt the plan of subdivision of the property as shown hereon and dedicate all public ways and easements as noted. No lot or lots as shown hereon shall again be subdivided, re-subdivided, altered or changed so as to produce less area than hereby established until otherwise approved by the Metropolitan Planning Commission and under no condition shall such lot or lots be made to produce less area than prescribed by the restrictive covenants as of record in Book \_\_\_\_\_, Page \_\_\_\_, R.O.D.C., Tennessee, running with **PUBLIC WORKS APPROVAL** APPROVAL BY THE DEPARTMENT OF PUBLIC WORKS OF NASHVILLE AND DAVIDSON, COUNTY, TENNESSEE. BY: Jorahan Honeyunt DATE: 12-17-2019 **COMMISSION APPROVAL** APPROVAL BY THE METROPOLITAN PLANNING COMMISSION OF NASHVILLE AND DAVIDSON, COUNTY, TENNESSEE.

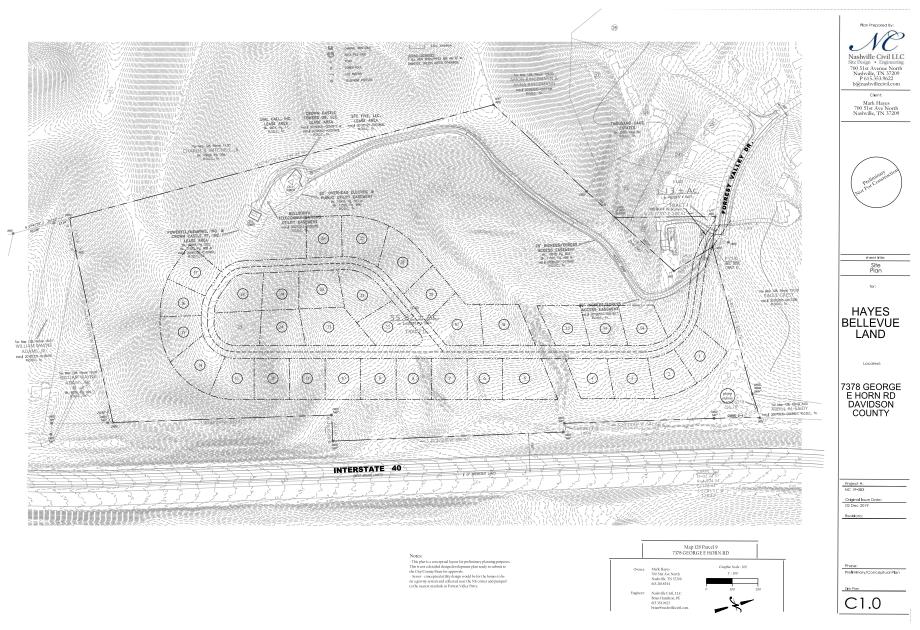
## **Auction Sales Map**





## **Concept Plan for 55 Acres**







## Survey Dated September 20, 2019



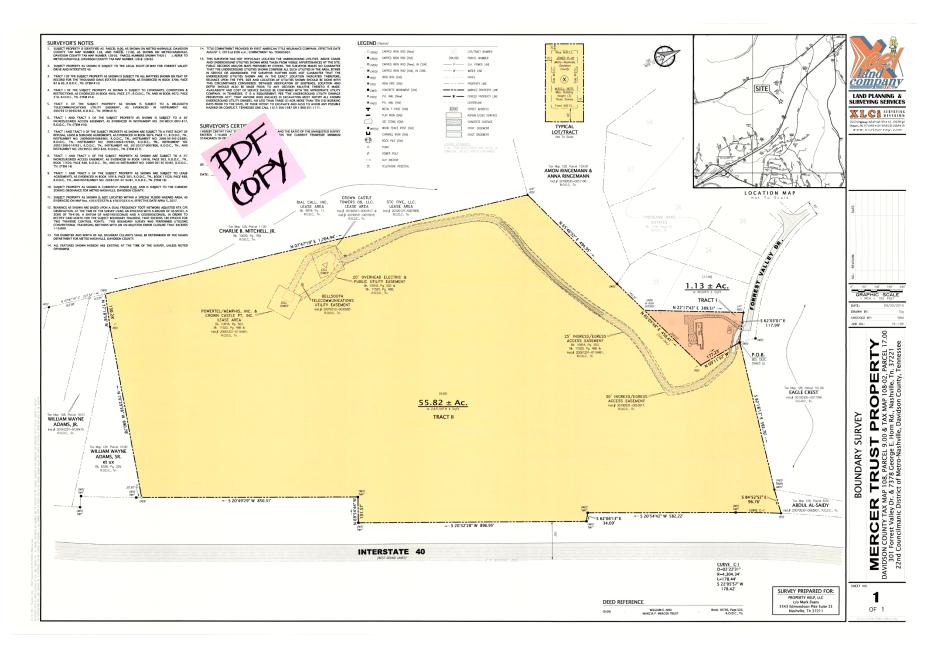




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## Sewer Easement



\$8,100.00

Name: William E. Mercer, Sr. and Marcia F. Mercer Trustee Map and Parcel: 128/9 Prepared By: Smith Seckman Reid, Inc. 2995 Sidco Dr., Nashville, TN 37204 Date Prepared: June 17, 2019

Karen Johnson

08/08/2019 11:39:42 AM

Fees: \$17.00 Taxes: \$0.00

20190808-0079086

Batch# 268683

Davidson County

**ESMT** 

3 pgs

#### AGREEMENT FOR DEDICATION OF PUBLIC UTILITIES EASEMENT

WHEREAS, the undersigned desires to dedicate an easement for public utilities purposes.

NOW THEREFORE, for and in consideration of the benefits that will accrue, the undersigned hereby grant the easement described herein to the Harpeth Valley Utilities District of Davidson and Williamson Counties, Tennessee, its successors and assigns, to construct and maintain said utilities in and along that parcel of land located in Davidson County, Tennessee; the aforesaid easement being more particularly described as follows:

#### PERMANENT EASEMENT

A 20-foot permanent easement, as shown in the attached drawing, the westerly boundary of which is more particularly described as follows:

Beginning at a point on the northerly boundary of subject property, said point being ±44 feet, more or less, westerly of the northeast corner of subject property;

THENCE, in a southwesterly direction ±559 feet, more or less, to a point:

THENCE, in a southerly direction  $\pm 184$  feet, more or less, to a point;

THENCE, in a southwesterly direction ±207 feet, more or less, to a point;

THENCE, in a southwesterly direction ±132 feet, more or less, to a point;

THENCE, in a southeasterly direction ±74 feet, more or less, to a point;

THENCE, in a southerly direction ±97 feet, more or less, to a point;

THENCE, in a southwesterly direction ±499 feet, more or less, to a point;

THENCE, in a southwesterly direction ±373 feet, more or less, to an endpoint on the easterly boundary of subject property, said point being ±437 feet, more or less, southwesterly of a point on the ROW of Interstate 40. The total area contained within the easement is 41,258 square feet or 0.95 acres.



A 20-foot temporary construction easement being adjacent and parallel to the westerly boundary of the permanent easement is included and shall remain in effect until the completion of construction. The total area contained within the easement is 43,707 square feet or 1.00 acres.

#### TEMPORARY EASEMENT NO. 2

A 10-foot temporary construction easement being adjacent and parallel to the easterly boundary of the permanent easement is included and shall remain in effect until the completion of construction. The total area contained within the easement is 19,630 square feet or 0.45 acres.

The above described permanent easement is shown on the drawing attached hereto and made a part hereof. Said undersigned hereby waive all claims for any damage which may be done to said parcel of land in the proper construction and maintenance of easement but do not waive any claim for damages for the negligent construction or maintenance of said utilities.

The parcel of land upon which said easement is to be constructed is to remain the property of the undersigned and may be used by the undersigned for any purpose desired after construction of said easement is completed, provided in the opinion of the District's Commissioners said use does not destroy, weaken, or damage the above described improvements or interfere with the operation and maintenance of the same. Harpeth Valley Utilities District covenants that upon completion of construction, it will restore the hereinafter described property to its original condition, or as near thereto as is reasonably possible.

Map 128, Parcel 9

Page 1

### **Sewer Easement**



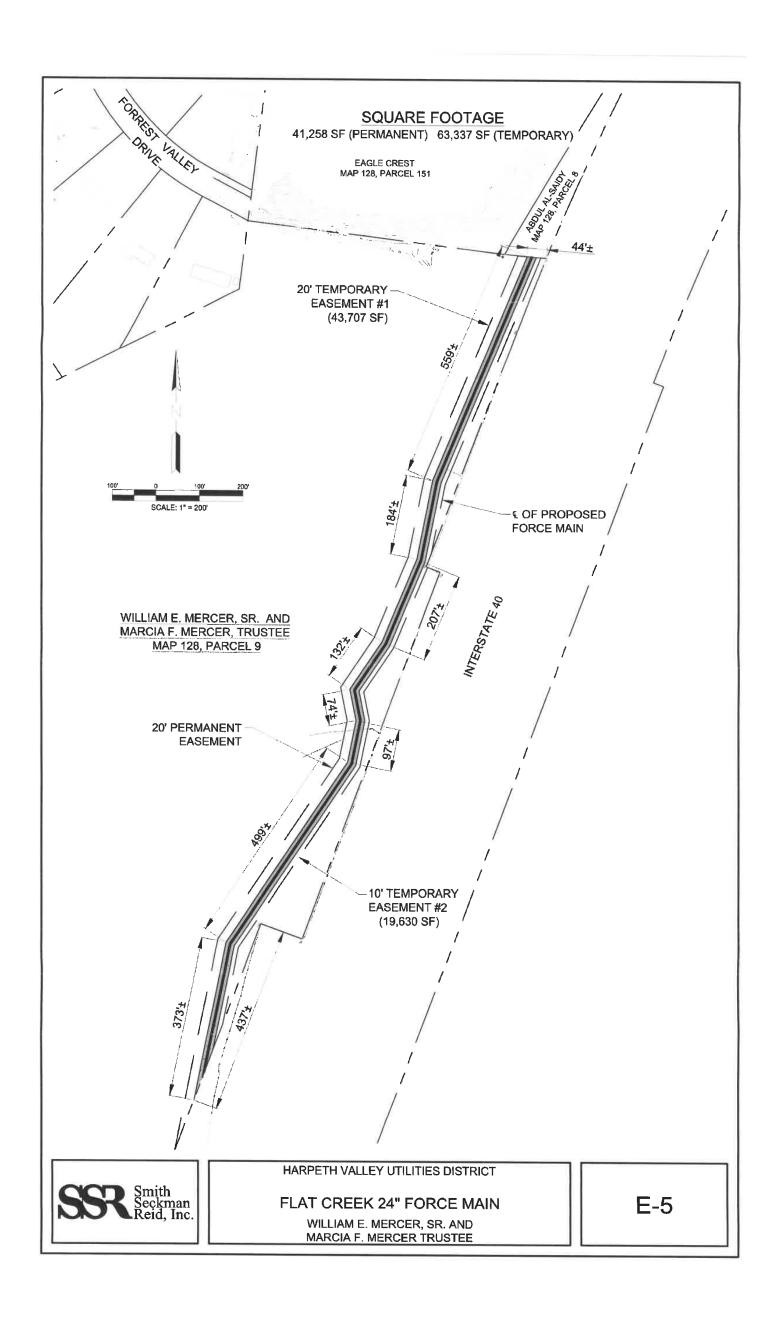
The undersigned do hereby covenant with the grantee that the undersigned are the owners of said parcel of land in fee simple and warrant the grant herein made.

IN WITNESS WHEREOF, I hereto set my hand on this the STATE OF TENNESSEE COUNTY OF DAVIDSON the same to be a free act and deed. **NOTARY PUBLIC** My commission expires:

Map 128, Parcel 9

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## Tax Information for 301 FORREST VALLEY DR





| LOCATION             |   |
|----------------------|---|
| Property Address     | 301 Forrest Valley Dr<br>Nashville, TN 37209-5213 |
| Subdivision          | Thousand Oaks Estates                             |
| County               | Davidson County, TN                               |
| PROPERTY SUMMARY     |   |
| Property Type        | Residential                                       |
| Land Use             | Duplex  |
| Improvement Type     | R1 Duplex   |
| Square Feet          | 4057  |
| GENERAL PARCEL INFO  | ORMATION  |
| Parcel ID/Tax ID     | 128-02-0-017.00                                   |
| Alternate Parcel ID  |   |
| Account Number       |   |
| District/Ward        | GSD   |
| 2010 Census Trct/Blk | 183.01/4  |
| Assessor Roll Year   | 2018  |



#### SALES HISTORY THROUGH 11/15/2019

| Date       | Amount    | Buyer/Owners                       | Seller | Instrument      | No. Parcels | Book/Page Or<br>Document# |
|------------|-----------|------------------------------------|--------|-----------------|-------------|---------------------------|
| 9/26/2019  | \$400,000 | West Nashville Living LLC          |        | Warranty Deed   | 2           | 201909300099335           |
| 11/24/1997 |           | Mercer William E Sr & Marcia F Trs |        | Quit Claim Deed | 2           | 10736/523                 |
| 8/3/1976   | \$53,600  | Mercer Elmo Etux                   |        | Warranty Deed   | 2           | 5053/564                  |
| 12/2/1971  |           | Francis C E Etux                   |        | Warranty Deed   |             | 4558/204                  |

#### TAX ASSESSMENT

| Appraisal              | Amount    | Assessment            | Amount    | Jurisdiction                 | Rate  |
|------------------------|-----------|-----------------------|-----------|------------------------------|-------|
| Appraisal Year         | 2018      | Assessment Year       | 2018      |                              |       |
| Appraised Land         | \$50,400  | Assessed Land         | \$12,600  | General Services<br>District | 2.755 |
| Appraised Improvements | \$377,800 | Assessed Improvements | \$94,450  |                              |       |
| Total Tax Appraisal    | \$428,200 | Total Assessment      | \$107,050 |                              |       |
|                        |           | Exempt Amount         |           |                              |       |
|                        |           | Exempt Reason         |           |                              |       |

#### **TAXES**

**Table of Contents** 

| Tax Year | City Taxes | County Taxes | Total Taxes |
|----------|------------|--------------|-------------|
| 2018     |            | \$2,949.23   | \$2,949.23  |
| 2017     |            | \$2,949.23   | \$2,949.23  |
| 2016     |            | \$2,305.35   | \$2,305.35  |
| 2015     |            | \$2,305.35   | \$2,305.35  |

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## **Tax Information for 301 FORREST VALLEY DR**



#### Property Report for 301 FORREST VALLEY DR, cont.

| 2014                |                     |                  |                                     | \$2,305.3        | 5                |              | \$2,305         | .35                   |  |
|---------------------|---------------------|------------------|-------------------------------------|------------------|------------------|--------------|-----------------|-----------------------|--|
| 2013                |                     | \$2,305.35       |                                     |                  | 5                | \$2,305.35   |                 |                       |  |
| MORTGA              | GE HISTORY          |                  |                                     |                  |                  |              |                 |                       |  |
| Date                | Loan Amount         | Borrower         |                                     | Lender           |                  | Book/Page    | e or Document#  | Assignments/ Releases |  |
| 09/26/2019          | \$384,000           | West Nashvil     | le Living LLC                       | Franklin Sy      | nergy Bank       | 2019093000   | 99336           |                       |  |
| PROPER              | TY CHARACTE         | ERISTICS: E      | UILDING                             |                  |                  |              |                 |                       |  |
| Building #          | 1                   |                  |                                     |                  |                  |              |                 |                       |  |
| Туре                | R1 Dup              | lex              | Conditi                             | on               |                  |              | Units           | 2                     |  |
| Year Built          | 1967                |                  | Effectiv                            | e Year           |                  |              | Stories         | 2                     |  |
| BRs                 |                     | 4                | Baths                               |                  | 4 F              | Н            | Rooms           | 11                    |  |
| Total Sq. F         |                     | 4,057            |                                     |                  |                  |              |                 |                       |  |
| Building So         | quare Feet (Living  | Space)           |                                     |                  | Buildi           | ng Square Fe | eet (Other)     |                       |  |
| Base Area 8         | 84                  |                  |                                     |                  | Att Pre          | fb Cp 722    |                 |                       |  |
| Basement 64         | 18                  |                  |                                     |                  | Covere           | ed Pto 220   |                 |                       |  |
| Brick Add 72        | 25                  |                  |                                     |                  | Finishe          | ed Deck 722  |                 |                       |  |
| Frame Add 8         | 328                 |                  |                                     |                  | Open I           | Porch 88     |                 |                       |  |
| Second Flr 8        | 384                 |                  |                                     |                  |                  |              |                 |                       |  |
| Upper Sty F         | r 88                |                  |                                     |                  |                  |              |                 |                       |  |
| - CONSTRI           | JCTION              |                  |                                     |                  |                  |              |                 |                       |  |
| Quality             |                     |                  |                                     | Ro               | of Framing       |              |                 |                       |  |
| Shape               |                     |                  |                                     | Ro               | of Cover De      | ck           |                 |                       |  |
| Partitions          |                     |                  | Ca                                  | Cabinet Millwork |                  |              |                 |                       |  |
| Common V            | Vall                |                  |                                     | Flo              | Floor Finish     |              |                 |                       |  |
| Foundation          | ı                   | Part-B           | mt                                  | Int              | Interior Finish  |              |                 |                       |  |
| Floor Syste         | m                   |                  |                                     | Air              | Air Conditioning |              | Htg/Clg         |                       |  |
| Exterior Wa         | all                 | Brick/I          | -<br>rame                           | He               | Heat Type        |              | Heating/Cooling |                       |  |
| Structural I        | Framing             | Typica           | d                                   | Ва               | throom Tile      |              |                 |                       |  |
| Fireplace           |                     | Υ                |                                     | Plu              | ımbing Fixtu     | res          |                 |                       |  |
| - OTHER             |                     |                  |                                     |                  |                  |              |                 |                       |  |
| Occupancy           |                     |                  |                                     | Bu               | ilding Data S    | Source       |                 |                       |  |
| PROPER              | TY CHARACTE         | RISTICS: E       | XTRA FEATU                          | RES              |                  |              |                 |                       |  |
| No extra fea        | tures were found fo | or this parcel.  |                                     |                  |                  |              |                 |                       |  |
| PROPER <sup>3</sup> | TY CHARACTE         | ERISTICS: L      | ОТ                                  |                  |                  |              |                 |                       |  |
| Land Use            |                     | Duple            | ex                                  |                  | Lot              | Dimensions   |                 | 118 X 398             |  |
| Block/Lot           |                     | /22              |                                     |                  | Lot              | Square Feet  |                 | 42,689                |  |
| Latitude/Lo         | ongitude            | 36.10            | 0074°/-86.938432                    | 90               | Acre             | eage         |                 | 0.98                  |  |
| PROPER <sup>-</sup> | TY CHARACTE         | ERISTICS: U      | TILITIES/ARE                        | ΞA               |                  |              |                 |                       |  |
| Gas Source          |                     |                  |                                     |                  | Road T           | ype          |                 |                       |  |
| Electric Sou        | ırce                |                  |                                     |                  | Topogr           | aphy         |                 |                       |  |
| Water Soul          | rce                 |                  |                                     |                  | District         | Trend        |                 |                       |  |
| Sewer Sour          | се                  |                  |                                     |                  | Special          | School Distr | ict 1           |                       |  |
| Zoning Co           | de                  | R40: C<br>(40,00 | One And Two Fam<br>O Square Foot Lo | nily -<br>t)     | Special          | School Distr | ict 2           |                       |  |

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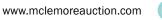
## **Tax Information for 301 FORREST VALLEY DR**



#### Property Report for 301 FORREST VALLEY DR, cont.

| Owner Type  |            |        |  |   |                |                         |
|-------------|------------|--------|--|---|----------------|-------------------------|
| LEGAL DES   | CRIPTION   |        |  |   |                |                         |
| Subdivision |            | Thousa | and Oaks Estates   | Plat Book/Page                                      |                |                         |
| Block/Lot   |            | /22    |  | District/Ward                                       | GSD            |                         |
| Description |            | Lot 22 | Lot 22 Thousand Oaks Est. / Neighborhood Code And Name: 6736 Bllvue Manor/1776 Est/Westchase |   |                | chase                   |
| FEMA FLOO   | OD ZONES   |        |  |   |                |                         |
| Zone Code   | Flood Risk | BFE    | Description  |   | FIRM Panel ID  | FIRM Panel Eff.<br>Date |
| X           | Minimal    |        | Area of minimal floo<br>above the 500-year   | od hazard, usually depicted on FIRMs a flood level. | as 47037C0327H | 04/05/2017              |





## Tax Information for 7378 GEORGE E HORN RD





| LOCATION             |  |          |
|----------------------|--|----------|
| Property Address     | 7378 George E Horn Rd<br>Nashville, TN 37221 | <b>*</b> |
| Subdivision          |  |          |
| County               | Davidson County, TN                          |          |
| PROPERTY SUMMAR      | Υ  |          |
| Property Type        | Residential                                  |          |
| Land Use             | Vacant Rural Land                            |          |
| Improvement Type     |  |          |
| Square Feet          |  |          |
| GENERAL PARCEL IN    | IFORMATION                                   |          |
| Parcel ID/Tax ID     | 128-00-0-009.00                              |          |
| Alternate Parcel ID  |  |          |
| Account Number       |  |          |
| District/Ward        | GSD  |          |
| 2010 Census Trct/Blk | 183.01/4                                     |          |
| Assessor Roll Year   | 2018   |          |
|                      |  |          |



West Nashville Living LLC

700 51st Ave N Nashville, TN 37209-2126

#### SALES HISTORY THROUGH 11/15/2019

| Date       | Amount    | Buyer/Owners                   | Seller | Instrument      | No. Parcels | Book/Page Or<br>Document# |
|------------|-----------|--------------------------------|--------|-----------------|-------------|---------------------------|
| 9/26/2019  | \$400,000 | West Nashville Living LLC      |        | Warranty Deed   | 2           | 201909300099335           |
| 11/24/1997 |           | Mercer William E Sr & Marcia F | Trs    | Quit Claim Deed | 2           | 10736/523                 |
| 8/3/1976   |           | Mercer Elmo Etux               |        | Warranty Deed   | 2           | 5053/564                  |
| 11/13/1952 |           | Francis C E Etux               |        | Warranty Deed   | 3           | 2101/46                   |

**Mailing Address** 

#### TAX ASSESSMENT

| Appraisal              | Amount    | Assessment         | Amount    | Jurisdiction                 | Rate  |
|------------------------|-----------|--------------------|-----------|------------------------------|-------|
| Appraisal Year         | 2018      | Assessment Year    | 2018      |                              |       |
| Appraised Land         | \$491,500 | Assessed Land      | \$157,375 | General Services<br>District | 2.755 |
| Appraised Improvements |           | Assessed Improveme | nts       |                              |       |
| Total Tax Appraisal    | \$491,500 | Total Assessment   | \$157,375 |                              |       |
|                        |           | Exempt Amount      |           |                              |       |
|                        |           | Exempt Reason      |           |                              |       |

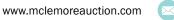
#### **TAXES**

| Tax Year | City Taxes | County Taxes | Total Taxes |
|----------|------------|--------------|-------------|
| 2018     |            | \$4,335.68   | \$4,335.68  |
| 2017     |            | \$4,335.68   | \$4,335.68  |
| 2016     |            | \$6,817.95   | \$6,817.95  |
| 2015     |            | \$6,817.95   | \$6,817.95  |

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## **Tax Information for 7378 GEORGE E HORN RD**



#### Property Report for 7378 GEORGE E HORN RD, cont.

| 2014   |                      |             | \$6,817.9                                       | 95                                   | \$6,817.95    |                         |  |
|--|----------------------|-------------|---|--------------------------------------|---------------|-------------------------|--|
| 2013   |                      |             | \$7,500.7                                       | 73                                   | \$7,500.73    |                         |  |
| MORTGAGE   | HISTORY              |             |   |                                      |               |                         |  |
| No mortgages   | were found for this  | parcel.     |   |                                      |               |                         |  |
| PROPERTY   | CHARACTER            | ISTICS: BU  | JILDING   |                                      |               |                         |  |
| No Buildings w   | ere found for this p | arcel.      |   |                                      |               |                         |  |
| PROPERTY   | CHARACTER            | ISTICS: EX  | TRA FEATURES                                    |                                      |               |                         |  |
| No extra feature   | es were found for t  | his parcel. |   |                                      |               |                         |  |
| PROPERTY   | CHARACTER            | ISTICS: LO  | T   |                                      |               |                         |  |
| Land Use   |                      | Vacant      | Rural Land                                      | Lot Dimensions                       |               |                         |  |
| Block/Lot  |                      |             |   | Lot Square Feet                      | 2,100,4       | 55                      |  |
| Latitude/Long  | gitude               | 36.097      | 218°/-86.938980°                                | Acreage                              | 48.22         |                         |  |
| PROPERTY   | CHARACTER            | ISTICS: UT  | ILITIES/AREA                                    |                                      |               |                         |  |
| Gas Source   |                      |             |   | Road Type                            |               |                         |  |
| Electric Source  | e                    |             |   | Topography                           |               |                         |  |
| Water Source   |                      |             |   | District Trend                       |               |                         |  |
| Sewer Source   |                      |             |   | Special School District 1            |               |                         |  |
| Zoning Code R40: One And Two Family - (40,000 Square Foot Lot) |                      |             | ne And Two Family -<br>Square Foot Lot)         | Special School District 2            |               |                         |  |
| Owner Type   |                      |             |   |                                      |               |                         |  |
| LEGAL DES  | CRIPTION             |             |   |                                      |               |                         |  |
| Subdivision  |                      |             |   | Plat Book/Page                       |               |                         |  |
| Block/Lot  |                      |             |   | District/Ward                        | GSD           |                         |  |
| Description  |                      | W/S14       | 0 So. Of Charlotte Pk. / Nei                    | ghborhood Code And Name: 6601 Sull   | livan's Ridge |                         |  |
| FEMA FLOC  | DD ZONES             |             |   |                                      |               |                         |  |
|  | Flood Risk           | BFE         | Description                                     |                                      | FIRM Panel ID | FIRM Panel Eff.<br>Date |  |
| Zone Code  |                      |             |   | hazard, usually depicted on FIRMs as | 47037€0327H   | 04/05/2017              |  |
| Zone Code<br>X   | Minimal              |             | Area of minimal flood<br>above the 500-year flo |                                      | 470070002711  | 04/05/2017              |  |





Last Revised and Published on 23/01/20 at 10:03 AM



<u>Contract Prepared By:</u>

Jonathan W Boggs

Arbor Springs Forestry Inc., 333 Beechwood Drive, Burns, TN 37029

#### STANDING TIMBER SALE AGREEMENT

THIS AGREEMENT made and entered into this 3/ day of December, 2019, by and between WEST NASHVILLE LIVING LLC (C/o MARK HAYES), hereinafter referred to as the "Seller", and HBR LUMBER, LLC, hereinafter referred to as the "Purchaser". Contact information is found on signature page of this agreement.

#### WITNESSETH:

This agreement shall be governed by the laws of the State of Tennessee.

Whereas, the Seller owns or has legal right to sell certain standing timber described in the County of <u>DAVIDSON</u>, TN, Parcel ID <u>128-009.00</u>, Containing approximately <u>43 +/-</u> acres of designated timber and is further described on the maps entitled "Sale Area." Attached hereto and made part hereof (hereinafter referred to as the *premises*),

and

Whereas, the Seller desires to sell and the Purchaser desires to purchase a portion of the standing timber resource as described below upon the terms and conditions set forth in this Agreement.

#### **NOW THEREFORE**, the parties hereby agree to as follows:

- 1. SALE OF STANDING TIMBER: The Seller hereby sells and the Purchaser hereby purchases all timber designated by Seller and/or Seller's agent located on the premises. Seller is responsible for the designation of the boundaries. The timber being sold was advertised within a prospectus dated <a href="November 11">November 11</a>, 2019, which is attached hereto; all conditions of sale as detailed in the attached prospectus are binding upon the parties to this agreement, unless there exists in writing from both parties an Agreement to the contrary.
- 2. TITLE TO THE TIMBER: The Seller guarantees title to said timber and agrees to defend it against any and all claims whatsoever.
- 3. PURCHASE PRICE: The Purchaser agrees to make payment to the Seller in the amount of \$89,500.00. 10% commission (\$8,950.00) will be paid to Seller's Agent, Arbor Springs Forestry by Purchaser. Payments are due at contract signing.
- 4. TERM OF AGREEMENT: This Agreement shall be in full force and effect for a period of 6 months (0.5 years) beginning <u>Dreem ber 31 2019</u> and ending <u>June 30 2030</u>. It is understood that the Seller would prefer to have the timber removed As Soon As Possible

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upon contract signing. Before expiration of such period, the purchaser shall remove all timber that is part of this Agreement, as well as restore said premises as described in detail within this Agreement. Any of the standing timber or logs that remain on the premises after the expiration of this period shall become the property of the Seller. Should restoration work or timber removal not be completed prior to contract expiration due to inclement weather conditions, the Purchaser shall be granted an additional period for such restoration equal to the time of the suspension.

- 5. ENTRY UPON PREMISES: The Seller agrees to allow the Purchaser, his agents or employees, to enter upon said premises, for the purpose of removing the designated timber there from, and do such other things as may be necessary in connection with the operation, including the right and privilege of the Purchaser to use sufficient and necessary space in and upon said premises to handle, load, and haul all timber covered by this Agreement, and no other. The gravel road leading to the communication tower must be left open and in passible condition at all times during the operation. This road must be left is as good or better shape as found upon completion of the operation. Rock will likely be required an the entrance of the road after log trucks are finished hauling.
- 6. INTENTION TO BEGIN LOGGING OPERATIONS: Notice of the intention of the Purchaser to begin removal of said timber shall be given to the Seller and the Seller's Agent, Arbor Springs Forestry, 333 Beechwood Drive, Burns, TN 37029, Phone: (615) 498-8700, at least 48 hours before any logging activity begins. A "PreHarvest" meeting will take place on premises before any said timber is removed.
- 7. RIGHT TO SUSPEND LOGGING OPERATIONS: The Seller's agent reserves the right to suspend any part or all of the logging activities of the Purchaser whenever, in the judgment of the Seller's Agent, such activities, due to inclement weather conditions or poor logging practices, are determined to be injurious or harmful to the property of the Seller. As stated in paragraph four (4) above, should restoration work not be completed prior to contract expiration due to suspension by the Seller's Agent because of inclement weather conditions, the Purchaser shall be granted an additional period for such restoration equal to the time of the suspension.
- 8. RESTORATION OF SITE UPON COMPLETION OF LOGGING OPERATIONS:

Upon completion of all logging operations or as soon thereafter as conditions permit, the Purchaser shall smooth ruts, created by the Purchaser, out of all existing and newly created skid and truck roads. The log landing(s) must be cleared of all debris related to the logging operation, smoothed and seeded if necessary. The purchaser agrees to install water diversion in accordance with Tennessee "Best Management Practices" suggestions to prevent erosion and water quality issues. Refer to "Guide to Forestry Best Management Practices in Tennessee." The Purchaser agrees to restore any truck or skid road to as good or better condition as existed prior to entry by the Purchaser upon the premises. The Purchaser agrees to repair all logging damages to roads, ditches, trails or other improvements to as good or better condition as existed prior to entry of the purchaser upon the premises. All tops and logging debris shall be kept to a reasonable height from ground meaning no trees left hanging or lodged in residual trees upon completion of logging activity. The Purchaser shall notify

will@mclemoreauction.com



the Seller or Seller's agent of the Purchaser's intention to complete the restoration work as described in this paragraph at least 48 hours prior to completion of such restoration.

#### 9. ADDITIONAL CONDITIONS:

- A) Only trees under the terms of this Agreement shall be cut (see sale prospectus). The Purchaser shall pay to the Seller, as liquidated damages, twice the fair market value for each marketable tree that is not designated for sale but that is intentionally cut or wantonly injured and is in violation of this Agreement. The Purchaser, however, shall not be liable for this penalty in felling trees when making necessary skid ways, roadways, or landing areas, or where trees become unavoidably lodged in the felling process. Any "Leave" trees that may be damaged unintentionally due to skidding or during the felling process are to be left standing. The Seller's agent will inspect the damaged trees and determine if they need to be cut. In the case that they are to be cut, trees will be tallied by Seller's agent and the trees will be eligible for harvest. A Fair Market Value for the damaged trees will be agreed by both parties and trees will be paid for at the end of the logging operation.
- **B)** Trees not designated for sale under this agreement shall be protected against unnecessary injury. Only dead or lesser valuable trees may be used for construction purposes in connection with the logging operation. Unless directed by the Seller or the Seller's Agent to do otherwise, existing roads must be used to the fullest extent before new roads are created. All existing and newly created roads or trails shall be kept clear of tops, logs, and brush.
  - C) No cut, broken, or uprooted trees shall be left hanging in standing trees.
- **D)** All trees cut shall be felled onto the premises of the Seller; any tree felled over the property line of the premises shall be brought back onto the premises immediately, and any damage that such activity creates shall also be repaired immediately.
- E) Unless directed by the Seller or the Seller's Agent to do otherwise, existing roads must be used to the fullest extent before new roads are created. All existing and newly created roads or trails shall be kept clear of tops, logs, and brush. Proper BMP's shall be applied to the roads to prevent future soil erosion.
- **10. FIRES:** The Purchaser agrees to use due care to prevent fires.
- 11. LITTER: The Purchaser shall remove all materials brought onto the premises prior to the expiration of the term of this Agreement and shall remove on a daily basis any papers, bottles, cans, and materials which may cause an unsafe, unsanitary or unsightly conditions.
- 12. INSURANCE: Before entry onto the premises to conduct operations under this Agreement, the Purchaser shall provide the Seller's Agent with Certificates of Insurance showing general liability insurance with a single limit of liability no less than One Million Dollars (1,000,000.00) for each occurrence as well as Worker's Compensation Insurance as required by the State of Tennessee. The Purchaser shall not conduct any further operations during the term of this Agreement upon the premises after the expiration of insurance as shown by the



certificate provided to the Seller's Agent until the Purchaser provides the Seller's Agent with such additional certificates evidencing the renewal or replacement of such insurance to fulfill the requirement of this paragraph.

- 13. PERFORMANCE BOND: The Purchaser shall furnish the Seller's Agent with a Performance Bond in the form of a check in the amount of \$2,500.00. This will be due at contract signing. Should the Purchaser fail to perform any obligations mentioned in this agreement, the expenses of such obligation will be deducted from the amount of such security, and the balance, if any, shall be returned to the Purchaser. The Purchaser shall be responsible for any expenses exceeding the value of the security held by Arbor Springs Forestry. Upon completion of the Purchaser's performance under this contract, the security shall be returned to the Purchaser, minus any deduction made in accordance with this paragraph.
- 14. INDEMNIFICATION: The Purchaser shall indemnify and save the Seller and the Seller's Agent harmless from and against any and all claims for damages to property, or injury to, death of, any person, including employees of the Purchaser, of any action arising out of the actions of the Purchaser, and at the Purchaser's own cost and expense, defend any action brought against the purchaser and/or the Seller or Seller's Agent (Arbor Springs Forestry), and promptly pay any adverse judgment in any such action, and shall save the Seller and his Agent harmless from and against any loss or damage and expense claimed by the Seller or his Agent by reason of such claim. The Purchaser also holds the Seller and Arbor Springs Forestry harmless from any timber volume discrepancies, which may arise; as stated in the timber sales prospectus made a part of this Agreement, neither the Seller nor Arbor Springs Forestry guarantees timber estimates found in the prospectus.
- 15. ASSIGNMENT: This Agreement shall not be assigned by the Purchaser without the written consent of the Seller. Purchaser shall have the right to use contract loggers for harvest operations.
- 16. BINDING REQUIREMENTS: This Agreement and all provisions, terms, conditions, and amendments thereof, if any, shall be binding upon the parties hereto, their legal representatives, heirs, successors, and assigns.
- 17. ATTACHED EXHIBITS: Attached hereto and made part of this Agreement is a copy of the timber sale prospectus.
- 18. ENTIRE AGREEMENT: This Agreement contains the entire agreement and understanding between the parties hereto pertaining to the subject matter of this Agreement and there are no oral representations; stipulations or understandings related thereto which are not fully set forth herein. No amendment, addition to, or alteration, modification or waiver of any provision of this Agreement shall be of any force or effect unless in writing and signed by the parties hereto.

-----FND-----

will@mclemoreauction.com



#### **Contact Information**

Seller: Purchaser West Nashville Living, LLC HBR Lumber, LLC C/o Mark Hayes C/o John Dowlen 700 51st Ave North 4068 Hwy 12 N Nashville, TN 37209 Ashland City, TN 37015 615-218-8354 615-685-3322 IN WITNESS WHEREOF, the parties hereto have executed this Agreement. Date 1 2 / 3 / / 19 Seller State of TENNESSEE, County of DAMESON Taken, subscribed and sworn to before me this 31th day of December My Commission expires: What 33 9, 2023 STATE TENNESSEE NOTARY **PUBLIC** State of LENNESSEC, County of DAUDSON Taken, subscribed and sworn to before me this 315th day of DECEMBER My Commission expires: Wolly



TENNESSEE NOTARY



| ACORD CERTIFICATE OF LIAB   |  |                                     |  |                | BILI            | TY INSU  | JRANCI                                | Ε [                         |                                | <b>MM/DD/YYYY)</b><br>/20/2019                 |              |         |
|---|--|-------------------------------------|--|----------------|-----------------|--|---------------------------------------|-----------------------------|--------------------------------|--|--------------|---------|
| THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. |  |                                     |  |                |                 |  |                                       |                             |                                |  |              |         |
| lf  | IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.  If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). |                                     |  |                |                 |  |                                       |                             |                                |  |              |         |
| _   | DUCE   |                                     | not comer rigino to                      |                | 301111          |  | CONTAC                                |                             | rington                        | ·····  | ****         |         |
|   |  | surance Agency                      |  |                |                 |  | PHONE                                 | (866) 7                     | 55-0344                        | FAX<br>(A/C, No):                              | (919) 2      | 45-5189 |
|   |  | (19467                              |  |                |                 |  | (A/C, No<br>E-MAIL<br>ADDRES          | ccovingto                   | n@forestrymut                  |  |              |         |
|   |  |                                     |  |                |                 |  | AUDRES                                |                             | SURFR(S) AFFOR                 | DING COVERAGE                                  |              | NAIC #  |
| Rale  | eigh   |                                     |  |                |                 | NC 27619   | INSURER A: Western World Insurance Co |                             |                                |  |              |         |
| INSU  |  |                                     |  |                |                 |  | INSURE                                |                             |                                |  |              |         |
|   |  | Tri County                          | y Timber LLC                             |                |                 |  | INSURE                                |                             |                                |  |              |         |
|   |  | 1236 Wal                            | ter Head Rd.                             |                |                 |  | INSURE                                |                             |                                |  |              |         |
|   |  |                                     |  |                |                 |  | INSURE                                | RE:                         |                                |  |              |         |
|   |  | Cedar Hil                           | I  |                |                 | TN 37032   | INSURE                                | RF:                         |                                |  |              |         |
| CO  | VER  | AGES                                | CER                                      | TIFIC          | ATE             | NUMBER: 19-20 GL Mas   |                                       |                             |                                | REVISION NUMBER:                               |              |         |
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| INSR<br>LTR   |  |                                     | NSURANCE                                 | ADDL           | SUBR            |  |                                       | POLICY EFF<br>(MM/DD/YYYY)  | POLICY EXP<br>(MM/DD/YYYY)     | имп  |              |         |
| LIK   | ×  | 1                                   |  | INSU           | WVD             |  |                                       | (mass-1111)                 |                                | EACH OCCURRENCE                                | \$ 1,00      |         |
|   |  | CLAIMS-MAD                          | occur                                    |                |                 |  |                                       |                             |                                | DAMAGE TO RENTED<br>PREMISES (Ea occurrence)   | \$ 100       | ,000    |
|   |  |                                     | Lancas                                   |                |                 |  |                                       |                             |                                | MED EXP (Any one person)                       | \$ 5,00      |         |
| Α   |  |                                     |  |                |                 | NPP8567388   |                                       | 01/31/2019                  | 01/31/2020                     | PERSONAL & ADV INJURY                          |              | 00,000  |
|   | GEI  | N'L AGGREGATE LIM                   | IIT APPLIES PER:                         |                | 1               |  |                                       |                             |                                | GENERAL AGGREGATE                              | Ψ            | 00,000  |
|   |  | POLICY PF                           | CT LOC                                   |                |                 |  |                                       |                             |                                | PRODUCTS - COMP/OP AGG                         | "            | 00,000  |
|   | ļ  | OTHER:                              |  |                |                 |  |                                       |                             |                                | AN ISTRICT ORDOLE LIMIT                        | \$           |         |
|   | AU   | TOMOBILE LIABILIT                   | Y  |                |                 |  |                                       |                             |                                | COMBINED SINGLE LIMIT<br>(Ea accident)         | \$           |         |
|   |  | ANY AUTO                            |  |                |                 |  |                                       |                             |                                | BODILY INJURY (Per person)                     | \$           |         |
|   |  | OWNED<br>AUTOS ONLY                 | SCHEDULED<br>AUTOS                       |                |                 |  |                                       |                             |                                | BODILY INJURY (Per accident) PROPERTY DAMAGE   | \$           |         |
|   |  | HIRED<br>AUTOS ONLY                 | NON-OWNED<br>AUTOS ONLY                  |                |                 |  |                                       |                             |                                | (Per accident)                                 | \$           |         |
|   |  |                                     |  |                |                 |  |                                       |                             |                                |  | \$           |         |
| ĺ   |  | UMBRELLA LIAB                       | OCCUR                                    |                |                 |  |                                       |                             |                                | EACH OCCURRENCE                                | \$           |         |
|   |  | EXCESS LIAB                         | CLAIMS-MADE                              | ļ              | 1               |  |                                       |                             |                                | AGGREGATE                                      | \$           |         |
| <u> </u>  | WO   | DED RETE                            | ENTION \$                                | <u> </u>       | <u> </u>        |  |                                       |                             |                                | PER OTH-                                       | \$           |         |
|   | AND  | EMPLOYERS' LIAB                     | ILITY Y/N                                |                |                 |  |                                       |                             |                                | STATUTE ER                                     | \$           |         |
|   | OFF  | PROPRIETOR/PARTICER/MEMBER EXC      | INER/EXECUTIVE LUDED?                    | N/A            |                 |  |                                       |                             |                                | E.L. EACH ACCIDENT  E.L. DISEASE - EA EMPLOYEE | <del> </del> |         |
|   | I If ve  | ndatory in NH)<br>s, describe under |  |                |                 |  |                                       |                             |                                | E.L. DISEASE - POLICY LIMIT                    | \$           |         |
|   | DES  | CRIPTION OF OPER                    | ATIONS below                             | -              |                 |  |                                       |                             |                                | L.L. DISEASE - FOLIOT LIMIT                    | T            |         |
| ĺ   |  |                                     |  |                |                 |  |                                       |                             |                                |  |              |         |
|   |  |                                     |  |                |                 |  |                                       |                             |                                |  |              | _       |
| DES   | CRIPT  | TION OF OPERATION                   | NS / LOCATIONS / VEHICLE                 | ES (AC         | CORD 1          | 01, Additional Remarks Schedule,   | may be a                              | ttached if more s           | pace is required)              |  |              |         |
|   |  |                                     |  |                |                 |  |                                       |                             |                                |  |              |         |
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|   |  |                                     |  |                |                 |  |                                       |                             |                                |  |              |         |
| CERTIFICATE HOLDER CANCELLATION   |  |                                     |  |                |                 |  |                                       |                             |                                |  |              |         |
|   |  |                                     |  |                |                 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |                                       |                             |                                |  |              |         |
|   |  |                                     |  |                |                 |  | AUTHO                                 | RIZED REPRESE               | NTATIVE                        |  |              |         |
|   |  |                                     |  |                |                 |  |                                       |                             |                                | · And  |              |         |
| ĺ   |  | t                                   |  |                |                 |  |                                       |                             | CA                             | his Covington                                  |              |         |

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|                            | CERTIFICATE  | OFLIA                                     |  | TV  | MCIIDA                                   | NCE   | DATE(MN               |             |  |
|----------------------------|--|---|--|---|--|---|-----------------------|-------------|--|
|                            | CERTIFICATE  | UT LIAI                                   | DILI   | IT  | INSUKA                                   | NOL   | - ,                   | 20/19       |  |
| roduce                     | г  |   |  | THIS  | CERTIFICATE IS                           | ISSUED AS A MAT                             | TER OF                | HOON THE    |  |
| EMIC IN                    | NSURANCE AGENCY, INC.  |   |  | INFO  | RMATION ONLY                             | AND CONFERS NO<br>R. THIS CERTIFICA         | TE DOE                | SNOT        |  |
|                            | X 19467  |   |  | CER   | HEICATE HOLDE                            | K. THIS CERTIFICA                           | AGE AE                | EORDED BY   |  |
| RALEIC                     | GH, NC 27619   |   |  | AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY   |  |   |                       |             |  |
|                            |  |   | THE POLICIES BELOW.  INSURERS AFFORDING COVERAGE |   |  |   | NAIC #                |             |  |
|                            |  |   |  |   |  |   |                       |             |  |
| sured                      |  |   |  | INSU  | RER A: FORESTE                           | RY MUTUAL INSURAN                           | ACE COW               | PA9941      |  |
|                            | OUNTY TIMBER LLC.  |   |  | INSU  | IRER B:                                  |   |                       |             |  |
|                            | /ALTER HEAD RD<br>Hill, TN 37032   |   |  | INSURER C:  |  |   |                       |             |  |
| Jouan 1                    | 1111, 114 37 032   |   |  |   |  |   |                       |             |  |
|                            |  |   |  | INSURER D:  |  |   |                       |             |  |
|                            |  |   |  | INSURER E:  |  |   |                       |             |  |
| HE POL<br>NY REC<br>ERTAIN | RAGES LICIES OF INSURANCE LISTED BELOW JUIREMENT TERM OR CONDITION OF A ITHE INSURANCE AFFORDED BY THE P SATE LIMITS SHOWN MAY HAVE BEEN R   | ANY CONTRACT OR O'<br>OLICIES DESCRIBED H | THER DOCU<br>EREIN IS SU                         | JMENT V<br>JBJECT   | MITH RESPECT TO M                        | HICH THIS CERTIFICAT                        | E WAI DE              | 1330ED ON W |  |
|                            | ADD'L TYPE OF INCUPANCE  | DOLLOW LIFE COMM                          | EFFECTIVE  | E DATE  | POLICY EXPIRATION DATE (MM/DD/YY)        |   | LIMITS                |             |  |
| SR LTR                     | INSRO TYPE OF INSURANCE GENERAL LIABILITY  | POLICY NUMBER                             | (MM/DD   | (YY)  | DATE (MINI/DD/YY)                        | EACH OCCURRENCE                             | .   \$                |             |  |
|                            | COMMERCIAL GENERAL LIABILITY   |   |  |   |  | FIRE DAMAGE (Any one fire                   | e) \$                 |             |  |
|                            | CLAIMS MADE OCCUR  |   |  |   |  | MED EXP (Any one person)                    |                       |             |  |
|                            |  |   |  |   |  | PERSONAL & ADV INJURY GENERAL AGGREGATE     | \$                    |             |  |
|                            |  | -   |  |   |  | PRODUCTS - COMP/OP A                        |                       |             |  |
|                            | GEN'L AGGREGATE LIMIT APPLIES PER:   |   |  |   |  |   |                       |             |  |
|                            | POLICY JECT LOC AUTOMOBILE LIABILITY   |   |  |   |  | COMBINED SINGLE LIMIT<br>(Ea accident)      | \$                    |             |  |
|                            | ANY AUTO   |   |  |   |  | BODILY INJURY                               | s                     |             |  |
|                            | ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS  |   |  |   |  | (Per person)  BODILY INJURY                 | \$                    |             |  |
|                            | NON-OWNED AUTOS  |   |  |   |  | (Per accident) PROPERTY DAMAGE              | \$                    |             |  |
|                            |  |   |  |   |  | (Per accident)                              |                       |             |  |
|                            | GARAGE LIABILITY   |   |  |   |  | AUTO ONLY - EA ACCIDE                       |                       |             |  |
|                            | ANY AUTO   |   |  |   |  | OTHER THANE                                 | AGG \$                |             |  |
|                            | EXCESS LIABILITY   |   |  |   |  | EACH OCCURRENCE                             | \$                    |             |  |
|                            |  |   |  |   |  | AGGREGATE                                   | \$                    |             |  |
|                            | OCCUR CLAIMS MADE  |   |  |   |  |   | \$                    |             |  |
|                            | DESCRIPTION OF   |   |  |   |  |   | \$                    |             |  |
|                            | DEDUCTIBLE   |   |  |   |  |   | \$                    |             |  |
|                            | RETENTION \$ WORKERS COMPENSATION AND  |   |  |   |  | VT WC STATU-                                | OTH-                  |             |  |
|                            | EMPLOYERS LIABILITY  |   |  |   |  |   | ER                    |             |  |
| ^                          | ANY PROPRIETER/PARTNER/EXECUTIVE<br>OFFICER/MEMBER EXCLUDED?   |   |  |   | 1  |   | \$                    | 1,000,0     |  |
| 4                          | If yes, describe under<br>SPECIAL PROVISIONS below   | 001000005178119                           | 3/11   | /19   | 3/11/20                                  | E.L. DISEASE - EA EMPLO                     | SYEE \$               | 1,000,0     |  |
|                            | SPECIAL PROVISIONS BEIOW   |   |  |   |  | E.L. DISEASE - POLICY LI                    | MIT \$                | 1,000,      |  |
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Table of Contents

## **Timber Sale Notice**





333 Beechwood Drive Burns, Tennessee 37029 615-498-8700 (cell) 615-375-1370 (office/fax)

jonathan@arborspringsforestry.com

November 11, 2019

#### West Nashville Living, LLC Timber Sale Notice

Bid Opening: Friday, December 13, 2019 at 5 PM CDT

Attn: Buyers of Standing Timber,

Mark Hayes of West Nashville Living, LLC has authorized Arbor Springs Forestry to serve as his agent in the sale of said hardwood timber located on his property near Bellevue in Davidson County, TN. The property is identified as <u>Control Map 128 Parcel 009.00</u> in the Davidson County Records office.

#### **General Description of Sale:**

The sale unit is located on a tract that consist of +/- 55.82 acres. The actual sale unit includes +/- 43 acres of Quality hardwood timber. All eligible trees are marked with Blue Paint. The estimated volumes contain 302,794 bdft of hardwood sawtimber and 950 tons of hardwood pulp/topwood. All hardwood sawtimber trees average 274 bdft/tree. There is an estimated 3,010 bdft of potential Black Walnut Veneer volume, 762 bdft of potential White oak Veneer volume, and 6,494 bdft of potential White oak Stave volume. Yellow poplar makes up 38% of the total volume, followed by Red oak (17%), Ash (15%), and Hard Maple, Hickory, Mixed Hardwoods, and White oak all at 5%.

Access to the tract is at the dead end of Forrest Valley Dr. Nashville, TN. There is a locked gate going to a communication tower at the south end of the property. The GATE CODE is 7011. (See location below and enclosed maps for details).

#### **Location:**

The tract is located at the dead end of Forrest Valley Drive, Nashville, TN. Access from Exit 199 (I-40): Travel west on Hwy 70 (Charlotte Pike) for approximately 2.8 miles. Turn left onto Forrest Valley Dr. and travel approximately 0.9 miles to the access gate leading to the communication tower. The marked timber lies east of the access road all the way up the ridge. (See enclosed Maps). Again, GATE CODE is 7011. Please be sure to lock gate back upon leaving tract.

#### Sale Description:

The sale unit area is highlighted as "blue" on the enclosed sale map. Within the sale unit only those trees marked with <u>BLUE PAINT</u> at dbh and below stump level are eligible for harvest. All sawtimber trees are marked with a horizontal "SLASH", pulpwood trees are marked with a "DOT", and trees marked with a "SLASH/DOT" represent a deduction is volume estimate. Potential Veneer trees are marked with a "V". Property boundaries are well marked with a Newly surveyed line with <u>Pink flagging</u>. The location of all roads, skid trails, and logging decks must be approved in advance by the owner or agent. BMP's must be applied throughout the sale.



#### Timber Sale Notice



Please call Jonathan or Adam to let us know when you are viewing the timber. We would be happy to meet you on site and show you around.

#### Terms of Sale:

BID OPENING: Sealed bids on a submitted lump sum basis only will be accepted until 5:00 PM CDT on Friday, December 13, 2019 at which time they will be opened. There is no set bid opening locations. Bids must be submitted by hand delivery, mail, fax, phone, or email on the attached or similar Bid Offer Form but must be received no later than 5:00 PM on December 13, 2019. (Morning of the bid opening) Please call if sending a fax to ensure it was received.

**PERFORMANCE BOND:** \$2,500.00.

PAYMENT: 100% of payment for said timber is due at contract signing by <u>December 27, 2019</u>.

#### Notes:

- The attached volumes are estimates only. Bidders should satisfy themselves as to the quality and quantity of the said timber.
- The existing tower road can be used to haul logs. This road must be left is as good or better shape than found before operation.
- There are existing trails pushed out along the eastern side of the sale unit. No trails are located along the steepest terrain between the tower road and the bottom side. If used as skid trails these must be left open and smoothed to be passable by ATV. All other skid trails will have proper BMP's applied unless otherwise directed by landowner.
- Purchaser is responsible for locating any utility lines that may be present. This is simply don by calling 811 (TN Underground Utility Notification).

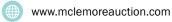
#### THE OWNER RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS. ONLY THOSE SUBMITTING A BID WILL BE ADMITTED TO THE BID OPENING.

Again, you are welcome to inspect the tract at your convenience. Feel free to contact us if you have any questions relative to this sale.

Sincerely,

Jonathan Boggs or Adam Irvine 615-498-8700- Jonathan 304-520-1196- Adam









#### West Nashville Living, LLC Timber Sale

#### **Volume Summary**

#### 43 +/- Acres (Blue Marked Timber)

Hardwood Volume Estimates (Doyle FC 78), (Yellow Poplar/Sweet gum FC 80)

| Species         | # of Trees | Bdft Volume | Average/Tree |  |
|-----------------|------------|-------------|--------------|--|
| Yellow poplar   | 288        | 113,840     | 395          |  |
| Red oak         | 138        | 51,199      | 371          |  |
| Ash             | 223        | 45,895      | 206          |  |
| Hard maple      | 93         | 15,725      | 169          |  |
| Hickory         | 84         | 15,623      | 186          |  |
| Mixed Hardwoods | 99         | 15,480      | 156          |  |
| White oak       | 46         | 15,434      | 336          |  |
| Black walnut    | 66         | 13,925      | 211          |  |
| Chinkapin oak   | 47         | 9,152       | 195          |  |
| Chestnut oak    | 22         | 6,355       | 289          |  |
| Black cherry    | 1          | 166         | 166          |  |
| Total           | 1107       | 302,794     | 274          |  |

#### Estimated Veneer/Stave Volumes from Butt logs

| Species             | # of 16 ' Segments | <b>Bdft Volume</b> | Average/log |
|---------------------|--------------------|--------------------|-------------|
| Black Walnut Veneer | 13.3               | 3,010              | 226         |
| White Oak Veneer    | 2                  | 762                | 381         |
| White oak Stave     | 30.9               | 6,494              | 210         |
| Total               | 32.9               | 7,256              | 221         |
|                     |                    |                    |             |

| Hardwood Pulp/topwood | 950 Tons |  |
|-----------------------|----------|--|
|                       |          |  |
| Notes:                |          |  |

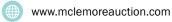
- \* Mixed Hardwoods include: Black gum, Sweet gum, and Beech
- \* Veneer/Stave Volumes are out of the total volumes/specie
- \* The above Volumes are estimates only. Bidders should satisfy themselves to the quanitity and quality of said timber.

#### Timber Sale Notice



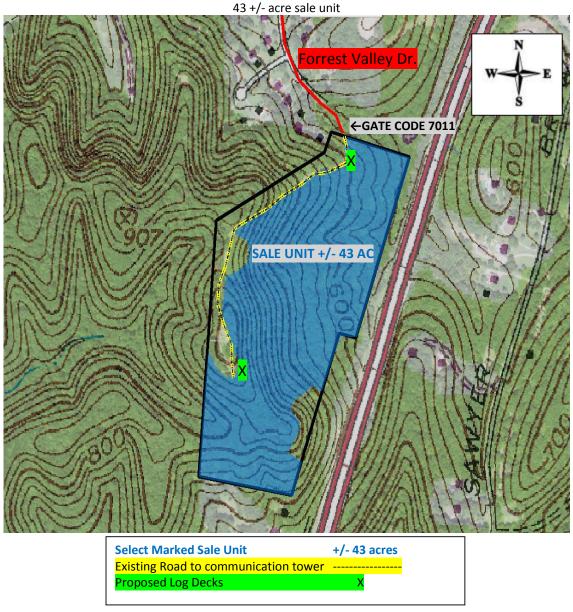
#### TERMS AND CONDITIONS OF SALE

- 1. The Purchaser agrees to make payment to the Seller at contract signing.
- 2. The Purchaser shall furnish the Seller's Agent with a Performance Bond in the form of a check in the amount of \$2,500.00.
- 3. This Agreement shall be in full force and effect for a period of 1 year (12 months) from contract signing date. Should restoration work or timber removal not be completed prior to contract expiration due to inclement weather conditions, the Purchaser shall be granted an additional period for such restoration equal to the time of the suspension.
- 4. The Seller guarantees title to said timber and agrees to defend it against any and all claims whatsoever.
- 5. Notice of the intention of the Purchaser to begin removal of said timber shall be given to the Seller at least 48 hours before any logging activity begins. A "PreHarvest" meeting will take place on premises before any said timber is removed.
- 6. Upon completion of all logging operations or as soon thereafter as conditions permit, the Purchaser shall smooth ruts, created by the Purchaser, out of all existing and newly created skid and truck roads, and the log landing(s) must be cleared of all debris related to the logging operation and smoothed. The purchaser agrees to install water diversion in accordance with Tennessee "Best Management Practices" suggestions to prevent erosion and water quality issues. Details about restoration will be outlined in Timber Sale Contract.
- 7. The Seller agrees to allow the Purchaser, his agents or employees, to enter upon said premises, for the purpose of removing the designated timber there from, and do such other things as may be necessary in connection with the operation, including the right and privilege of the Purchaser to use sufficient and necessary space in and upon said premises to handle, load, and haul all timber covered by this Agreement, and no other.
- 8. Only trees under the terms of this Agreement shall be cut. Trees not designated for sale under this agreement shall be protected against unnecessary injury. No cut, broken, or uprooted trees shall be left hanging in standing trees. All trees cut shall be felled onto the premises of the Seller; any tree felled over the property line of the premises shall be brought back onto the premises immediately, and any damage that such activity creates shall also be repaired immediately.
- 9. The Purchaser shall remove all materials brought onto the premises prior to the expiration of the term of this Agreement and shall remove on a daily basis any papers, bottles, cans, and materials which may cause an unsafe, unsanitary or unsightly conditions.
- 10. Before entry onto the premises to conduct operations under this Agreement, the Purchaser shall provide the Seller's Agent with Certificates of Insurance showing general liability insurance with a single limit of liability no less than One Million Dollars (1,000,000.00) and Worker's Compensation Insurance as required by law. The Purchaser shall not conduct any further operations during the term of this Agreement upon the premises after the expiration of insurance as shown by the certificate provided to the Seller until the Purchaser provides the Seller with such additional certificates evidencing the renewal or replacement of such insurance to fulfill the requirement of this paragraph.
- 11. This Agreement shall not be assigned by the Purchaser without the written consent of the Seller. Purchaser shall have the right to use contract loggers for harvest operations.
- 12. The Purchaser shall indemnify and save the Seller harmless from and against any and all claims for damages to property, or injury to, death of, any person, including employees of the Purchaser, of any action arising out of the actions of the Purchaser.





West Nashville Living, LLC Timber Sale Map Davidson County, TN



Map Scale: 1:9000 (Map scale may not be accurate due to file conversion)

### **Timber Sale Notice**





#### **Timber Sale Notice**





333 Beechwood Drive
Burns, Tennessee 37029
615-498-8700 (cell)
615-375-1370 (fax)
jonathan@arborspringsforestry.com

#### **BID OFFER**

For

#### West Nashville Living, LLC TIMBER SALE

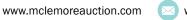
In compliance with the invitation to bid and subject to the terms and conditions required by the seller, the undersigned agrees, to purchase certain timber offered for sale by West Nashville Living, LLC, in Humphreys County, TN, within **14 days** after notice of acceptance by the seller.

| My bid for timber offered for sale is: |       | _ |
|--|-------|---|
| Company Name                           |       |   |
| Street or PO Address                   |       |   |
| City/State/Zip                         |       |   |
| Phone                                  | Cell  |   |
| Fax                                    | Email |   |
| Title                                  |       |   |
| Authorized Signature                   |       |   |

(Mail, fax, or email your bid as shown above. Or feel free to bring your bid to the opening at the time and place described above.)







## Title Commitment for 301 Forrest Valley Drive





#### **Chicago Title Insurance Company**

#### COMMITMENT FOR TITLE INSURANCE **ISSUED BY** CHICAGO TITLE INSURANCE COMPANY

#### NOTICE

THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE **IMPORTANT-READ CAREFULLY:** INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

#### **COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a TN Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 90 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

CHICAGO TITLE INSURANCE COMPANY

Ву:

ATTEST

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

ALTA Commitment for Title Insurance 8-1-16

(P19-26931.PFD/P19-26931/6)

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## Title Commitment for 301 **Forrest Valley Drive**





#### **Chicago Title Insurance Company**

#### COMMITMENT CONDITIONS

#### 1. **DEFINITIONS**

- "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records. (a)
- "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting (g) constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- "Title": The estate or interest described in Schedule A. (h)
- If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue 2. Policy, this Commitment terminates and the Company's liability and obligation end.
- The Company's liability and obligation is limited by and this Commitment is not valid without: 3.
  - (a)
  - the Commitment to Issue Policy; (b)
  - the Commitment Conditions; (c)
  - (d) Schedule A;
  - Schedule B, Part I-Requirements; and
  - (f) Schedule B. Part II-Exceptions: and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

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

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

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ALTA Commitment for Title Insurance 8-1-16

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## Title Commitment for 301 **Forrest Valley Drive**





#### **Chicago Title Insurance Company**

#### 5. LIMITATIONS OF LIABILITY

- The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - comply with the Schedule B, Part I-Requirements;
  - eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or (ii)
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule (f) B, Part I-Requirements have been met to the satisfaction of the Company.
- In any event, the Company's liability is limited by the terms and provisions of the Policy.

#### 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment. (a)
- Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment. (b)
- Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

#### 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

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ALTA Commitment for Title Insurance 8-1-16

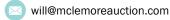
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(P19-26931.PFD/P19-26931/6)









## **Chicago Title Insurance Company**

#### **PRO-FORMA POLICY** 8.

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

#### **ARBITRATION** 9.

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <a href="http://www.alta.org/arbitration">.

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**ALTA Commitment for Title Insurance 8-1-16** 











## **Chicago Title Insurance Company**

### Transaction Identification Data for reference only:

Bankers Title & Escrow Corp. Issuing Agent:

3310 West End Ave., Ste. 540, Nashville, TN 37203 Issuing Office:

Commitment Number: P19-26931

Issuing Office File Number: P19-26931

Property Address: 301 Forrest Valley Drive, Nashville, TN 37209

**SCHEDULE A** 

Commitment Date: January 7, 2020 at 08:00 AM

2. Policy to be issued:

ALTA Own. Policy (06/17/06)

Proposed Insured: To Be Determined

Proposed Policy Amount:

- 3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
- Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in: 4. West Nashville Living, LLC, a Tennessee limited liability company
- 5. The Land is described as follows:

Land in Davidson County, Tennessee being Lot No. 22 on the Plan of Thousand Oaks Estates, as of record in Book 3700, Pages 82 and 83, Register's Office for said County.

Said lot fronts 118.28 feet on the South side of Forrest Valley Drive and runs back 397.80 feet on the West line and 156.43 feet on the East line to a dead line in the rear on which it measures 307.79 feet.

Being a portion of the same property conveyed to Elmo Mercer and wife, Marcie Mercer by Deed of Gift deed from Fannie J. Francis, widow of record in Book 5053, page 564, Register's Office for Davidson County, Tennessee, dated August 03, 1976 and recorded on August 03, 1976.

Being a portion of the same property conveyed to William E. Mercer, Sr. or Marcia F. Mercer, Trustees, of successor trustee(s) of the William E. and Marcia F. Mercer Trust Dated November 24, 1997 by Quitclaim deed from William E. Mercer, Sr. AKA Elmo Mercer and Marcia F. Mercer aka Marcie Mercer, husband and wife of record in Book 10736, page 523, Register's Office for Davidson County, Tennessee, dated November 24, 1997 and recorded on December 29, 1997.

Being a portion of the same property conveyed to West Nashville Living, LLC, a Tennessee limited liability company by Warranty deed from William E. Mercer and Marcia F. Mercer, husband and wife of record in Instrument No. 20190930-0099335 Register's Office for Davidson County, Tennessee, dated September 26, 2019 and recorded on

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**SCHEDULE A** (Continued)

September 30, 2019.

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## **Chicago Title Insurance Company**

#### SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

- Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record, to wit: Deed From West Nashville Living, LLC, a Tennessee limited liability company to describing the property set out in Schedule A.
- 2. Payment of the full consideration to, or to the account of, the grantors or mortgagors.
- 3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
- Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that 4. contractor, subcontractors and materialmen are all paid.
- 5. Real Property Taxes for the year 2019, Map/Parcel 12802001700: Davidson County: \$2,949.23 Due and Payable
- 6. Furnish the following: (a) a copy of the Operating Agreement for West Nashville Living, LLC, a Tennessee limited liability company, and any amendments, to confirm the identity of those persons authorized to execute the documents necessary for the transaction; (b) Certificate of Existence from the Secretary of State in the state of formation; (c) Affidavit from Manager/Member authorizing the transaction and confirming that there are no amendments, modifications, etc. or that any amendments/modifications are attached to the affidavit.
- 7. Cancellation and release of a Deed of Trust by West Nashville Living, LLC, a Tennessee limited liability company, trustor, to Ashley P. Hill, III, trustee, for the benefit of Franklin Synergy Bank, beneficiary, to secure a note in the original amount of \$384,000.00 secured thereby, dated September 26, 2019, and recorded on September 30, 2019, of record as Instrument Number 20190930-0099336, Register's Office for Davidson County, Tennessee.

The Deed of Trust set forth above is purported to be a "Credit Line" Deed of Trust. It is a requirement that the Trustor/Grantor of said Deed of Trust provide written authorization to close said credit line account to the Lender when the Deed of Trust is being paid off through the Company or other Settlement/Escrow Agent.

### SCHEDULE B, PART II **Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT. CONDITION. RESTRICTION. OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or Mortgage thereon covered by the form.

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#### **SCHEDULE B** (Continued)

- 2. Rights or claims of parties in possession not shown by the public records.
- Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not 3. shown by the public records.
- 4. Taxes or special assessments which are not shown as existing liens by the public records.
- Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the Title that would be 5. disclosed by an accurate and complete land survey of the Land.
- 6. Easements or claims of easements not shown by the Public Records.
- 7. If improvements are completed after January 1 of any year, and the law, pursuant to TCA 67-5-509 and TCA 67-5-603, requires supplemental assessment for the year in which improvements are completed, the company assumes no liability for taxes assessed by correction or supplemental assessment.
- 8. Real Property Taxes for the years subsequent to 2019, a lien not yet due and payable.
- Subject to all matters shown on the Plan of record in Plat Book 3700, Page 82 and 83, Register's Office for Davidson 9. County, Tennessee.
- Restrictions of record in Book 4056, Page 371 and amended in Book 4072 Page 318, in the Register's Office for 10. Davidson County, Tennessee, but omitting any restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons.
- Grant of Easement of record in Instrument Number 20190815-0081666; Instrument Number 20190531-0051817 and 11. Instrument Number 20070312-0030285, Register's Office for Davidson County, Tennessee.
- 12. Subject to terms and provisions of said ground lease agreement of record in Deed Book 9874, Page 11 and amended by Instrument Number 20051208-0147651, Instrument Number 20120127-0007806 and Instrument Number 20190531-0051818, Register's Office for Davidson County, Tennessee.
- 13. Subject to terms and provisions of said lease agreement of record in Instrument Number 20051208-0147650, Register's Office for Davidson County, Tennessee.
- Subject to terms and provisions of said lease agreement of record in Book 11520, Page 488 as amended by Book 14. 11520, Page 506 and Instrument Number 20081201-0116481, Register's Office for Davidson County, Tennessee.
- 15. Affidavit concerning Real Estate Brokers containing easements of record in Instrument Number 20190815-0081668, Register's Office for Davidson County, Tennessee.
- 16. Assignment of Lease of record in Instrument Number 20190815-0081667, in the Register's Office for Davidson County, Tennessee.
- 17. No insurance is offered to title to that portion of the premises embraced within the bounds of any roads, streets, of highways.
- Acreage content of the subject property is not hereby insured. Reference to acreage is left in the description merely for 18. convenience in identifying the tract.
- 19. Rights and easements of adjoining landowners in and to any party wall(s) located on the insured parcel.
- Agreement for Dedication of Public Right-of-Way from West Nashville Living, LLC to The Metropolitan Government of 20. Nashville and Davidson County of record as Instrument No. 20200107-0002012, Register's Office for Davidson County, Tennessee.

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## Chicago Title Insurance Company

#### PROPERTY DESCRIPTION

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

Land in Davidson County, Tennessee being Lot No. 22 on the Plan of Thousand Oaks Estates, as of record in Book 3700, Pages 82 and 83, Register's Office for said County.

Said lot fronts 118.28 feet on the South side of Forrest Valley Drive and runs back 397.80 feet on the West line and 156.43 feet on the East line to a dead line in the rear on which it measures 307.79 feet.

Being a portion of the same property conveyed to Elmo Mercer and wife, Marcie Mercer by Deed of Gift deed from Fannie J. Francis, widow of record in Book 5053, page 564, Register's Office for Davidson County, Tennessee, dated August 03, 1976 and recorded on August 03, 1976.

Being a portion of the same property conveyed to William E. Mercer, Sr. or Marcia F. Mercer, Trustees, of successor trustee(s) of the William E. and Marcia F. Mercer Trust Dated November 24, 1997 by Quitclaim deed from William E. Mercer, Sr. AKA Elmo Mercer and Marcia F. Mercer aka Marcie Mercer, husband and wife of record in Book 10736, page 523, Register's Office for Davidson County, Tennessee, dated November 24, 1997 and recorded on December 29, 1997.

Being a portion of the same property conveyed to West Nashville Living, LLC, a Tennessee limited liability company by Warranty deed from William E. Mercer and Marcia F. Mercer, husband and wife of record in Instrument No. 20190930-0099335 Register's Office for Davidson County, Tennessee, dated September 26, 2019 and recorded on September 30, 2019.

**ALTA Commitment for Title Insurance 8-1-16** 





# Title Commitment for 7378 III MCLEMORE George E Horn Road





## **Chicago Title Insurance Company**

### COMMITMENT FOR TITLE INSURANCE **ISSUED BY** CHICAGO TITLE INSURANCE COMPANY

#### NOTICE

THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE **IMPORTANT-READ CAREFULLY:** INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### **COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a TN Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 90 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

CHICAGO TITLE INSURANCE COMPANY

Ву:

ATTEST

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ALTA Commitment for Title Insurance 8-1-16

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## **Chicago Title Insurance Company**

#### COMMITMENT CONDITIONS

#### 1. **DEFINITIONS**

- "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting (g) constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- "Title": The estate or interest described in Schedule A. (h)
- If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue 2. Policy, this Commitment terminates and the Company's liability and obligation end.
- The Company's liability and obligation is limited by and this Commitment is not valid without: 3.
  - (a)
  - the Commitment to Issue Policy; (b)
  - the Commitment Conditions; (c)
  - (d) Schedule A;
  - Schedule B, Part I-Requirements; and
  - (f) Schedule B. Part II-Exceptions: and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

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

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

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ALTA Commitment for Title Insurance 8-1-16

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## **Chicago Title Insurance Company**

#### 5. LIMITATIONS OF LIABILITY

- The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - comply with the Schedule B, Part I-Requirements;
  - eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or (ii)
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule (f) B, Part I-Requirements have been met to the satisfaction of the Company.
- In any event, the Company's liability is limited by the terms and provisions of the Policy.

#### 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment. (a)
- Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment. (b)
- Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

#### 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

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ALTA Commitment for Title Insurance 8-1-16

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(P19-26932.PFD/P19-26932/7)



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## **Chicago Title Insurance Company**

#### **PRO-FORMA POLICY** 8.

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

#### **ARBITRATION** 9.

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <a href="http://www.alta.org/arbitration">.

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**ALTA Commitment for Title Insurance 8-1-16** 













## **Chicago Title Insurance Company**

### Transaction Identification Data for reference only:

Bankers Title & Escrow Corp. Issuing Agent:

3310 West End Ave., Ste. 540, Nashville, TN 37203 Issuing Office:

Commitment Number: P19-26932 Issuing Office File Number: P19-26932

Property Address: 7378 George E Horn Road, Nashville, TN 37209

**SCHEDULE A** 

Commitment Date: January 7, 2020 at 12:00 AM

2. Policy to be issued:

ALTA Own. Policy (06/17/06)

Proposed Insured: To Be Determined

Proposed Policy Amount:

- 3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
- Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in: 4. West Nashville Living, LLC, a Tennessee limited liability company
- The Land is described as follows:

BEING A TRACT OF LAND IN THE TWENTY-SECOND COUNCILMANIC DISTRICT OF METRO-NASHVILLE, DAVIDSON COUNTY, TENNESSEE AND BEING PART OF THE SAME PROPERTY CONVEYED TO THE WILLIAM E. & MARCIA F. MERCER TRUST, AS EVIDENCED IN BOOK 10736, PAGE 523, IN THE REGISTERS OFFICE OF DAVIDSON COUNTY, TENNESSEE, (R.O.D.C., TN.). SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT OLD AT THE SOUTHEAST TERMINUS OF FORREST VALLEY DRIVE, AT A DISTANCE OF 30 FEET FROM THE CENTER OF THE SAID DRIVE, SAID MONUMENT BEING THE NORTHEAST BOUNDARY CORNER OF LOT 22 OF THE THOUSAND OAKS ESTATES, AS EVIDENCED IN BOOK 3700, PAGE 82, R.O.D.C., TN., SAID MONUMENT ALSO BEING IN THE SOUTH BOUNDARY OF PARCEL 151.00, THE EAGLE CREST PROPERTY, AS EVIDENCED IN INSTRUMENT NO. 20100305-0017296, R.O.D.C., TN.; THENCE, WITH THE SOUTH BOUNDARY OF THE SAID PARCEL 151.00, SOUTH 82 DEG 18 MIN 12 SEC EAST, AT A DISTANCE OF 592.76 FEET TO A CAPPED IRON ROD OLD, STAMPED RAGAN SMITH, SAID ROD BEING THE SOUTHWEST BOUNDARY CORNER OF PARCEL 8.00, THE ABDUL AL-SAIDY PROPERTY, AS EVIDENCED IN INSTRUMENT NO. 20070530-0063901, R.O.D.C., TN.; THENCE, WITH THE SOUTH BOUNDARY OF THE SAID PARCEL 8.00, SOUTH 84 DEG 52 MIN 52 SEC EAST, AT A DISTANCE OF 96.76 FEET TO AN IRON ROD OLD IN THE EASTERLY MARGIN OF INTERSTATE 40; THENCE, WITH THE SAID EASTERLY MARGIN OF INTERSTATE 40TO POINTS AS FOLLOWS: WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 4,304.34 FEET, AN ARC LENGTH OF 178.44 FEET, AND A CHORD BEARING OF SOUTH 22 DEG 05 MIN 57 SEC WEST, AT A CHORD DISTANCE OF 178.42 FEET TO A CONCRETE HIGHWAY

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#### **SCHEDULE A**

(Continued)

MONUMENT OLD: THENCE. SOUTH 20 DEG 54 MIN 42 SEC WEST, AT A DISTANCE OF 582,22 FEET TO A CONCRETE HIGHWAY MONUMENT OLD; THENCE, SOUTH 62 DEG 06 MIN 13 SEC EAST, AT A DISTANCE OF 34.09 FEET TO A CONCRETE HIGHWAY MONUMENT OLD; THENCE, SOUTH 20 DEG 32 MIN 28 SEC WEST, AT A DISTANCE OF 896.95 FEET TO A CONCRETE HIGHWAY MONUMENT OLD; THENCE, NORTH 69 DEG 54 MIN 44 SEC WEST, AT A DISTANCE OF 101.57 FEET TO A CONCRETE HIGHWAY MONUMENT OLD; THENCE, SOUTH 20 DEG 49 MIN 29 SEC WEST, AT A DISTANCE OF 850.31 FEET TO A CAPPED IRON ROD NEW, BEING THE NORTHEAST BOUNDARY CORNER OF PARCEL 10.00, THE WILLIAM WAYNE ADAMS, Sr. et ux PROPERTY, AS EVIDENCED IN BOOK 6336, PAGE 229, R.O.D.C., TN.; THENCE, WITH THE NORTH BOUNDARY OF THE SAID PARCEL 10.00, NORTH 79 DEG 29 MIN 56 SEC WEST, AT A DISTANCE OF 680.78 FEET TO AI INCH IRON ROD OLD IN THE NORTH BOUNDARY OF PARCEL 10.01, THE WILLIAM WAYNE ADAMS, Jr. PROPERTY, AS EVIDENCED IN INSTRUMENT NO. 20181231-0126470, R.O.D.C., TN.; THENCE, WITH THE SAID NORTH BOUNDARY OF PARCEL 10.01, NORTH 77 DEG 18 MIN 58 SEC WEST, ATA DISTANCE OF 130.28 FEET TO A CAPPED IRON ROD NEW IN THE EAST BOUNDARY OF PARCEL 11.00, THE CHARLIE B. MITCHELL, Jr. PROPERTY, AS EVIDENCED IN BOOK 10629, PAGE 769, R.O.D.C., TN.; THENCE, WITH THE SAID EAST BOUNDARY OF PARCEL 11.00, NORTH 07 DEG 47 MIN 19 SEC EAST, ATA DISTANCE OF 1,704.94 FEET TO A 5/8 INCH IRON ROD OLD IN THE SOUTH BOUNDARY OF PARCEL 129.00, THE AMON RINGEMANN AND ANNA RINGEMANN PROPERTY, AS EVIDENCED IN INSTRUMENT NO. 20190530-0051106, R.O.D.C., TN.; THENCE, WITH THE SAID SOUTH BOUNDARY OF PARCEL 129.00, NORTH 65 DEG 46 MIN 32 SEC EAST, AT A DISTANCE OF 494.95 FEET TO A CONCRETE MONUMENT OLD, BEING THE SOUTH BOUNDARY CORNER OF LOT 23 OF THE SAID THOUSAND OAKS ESTATES; THENCE, WITH THE SOUTH BOUNDARY OF THE SAID LOT 23, NORTH 65 DEG 05 MIN 48 SEC EAST, AT A DISTANCE OF 149.36 FEET TO A CAPPED IRON ROD NEW IN ROCK OUTCROP, SAID ROD BEING THE SOUTHWEST BOUNDARY CORNER OF THE SAID LOT 22; THENCE, WITH THE SOUTH BOUNDARY OF THE SAID LOT 22, NORTH 65 DEG 05 MIN 48 SEC EAST, AT A DISTANCE OF 309.05 FEET TO A 1 INCH IRON PIPE OLD; THENCE, WITH THE EAST BOUNDARY OF THE SAID LOT 22, NORTH 09 DEG 11 MIN 32 SEC WEST, AT A DISTANCE OF 177.23 FEET TO THE POINT OF BEGINNING, CONTAINING 55.82 ACRES, MORE OR LESS, ACCORDING TO A SURVEY BY STEPHEN B. MURRELL, TN. R.L.S. NO. 2462, OF XCEL LAND COMPANY, INC., JOB NO. 19-198, ON SEPTEMBER 20, 2019.

Being a part of the same property conveyed to William E. Mercer, Sr. or Marcia F. Mercer, Trustees, of successor trustee(s) of the William E. and Marcia F. Mercer Trust Dated November 24, 1997 by Quitclaim deed from William E. Mercer, Sr. AKA Elmo Mercer and Marcia F. Mercer aka Marcie Mercer, husband and wife of record in Book 10736, page 523, Register's Office for Davidson County, Tennessee, dated 11/24/1997 and recorded on 12/29/1997.

Being a part of the same property conveyed to West Nashville Living, LLC, a Tennessee limited liability company by Warranty deed from William E. Mercer and Marcia F. Mercer, husband and wife of record in Instrument No. 20190930-0099335 Register's Office for Davidson County, Tennessee, dated September 26, 2019 and recorded on September 30, 2019.

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## **Chicago Title Insurance Company**

### SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

- Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record, to wit: Deed From West Nashville Living, LLC, a Tennessee limited liability company to TBD describing the property set out in Schedule A.
- Payment of the full consideration to, or to the account of, the grantors or mortgagors. 2.
- 3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
- Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that 4. contractor, subcontractors and materialmen are all paid.
- Taxes for the year 2019: Map/Parcel 128-00-0-009.00 5. Davidson County: \$4335.68 Due and payable
- 6. Cancellation and release of a Deed of Trust by West Nashville Living, LLC, a Tennessee limited liability company, trustor, to Ashley P. Hill, III, trustee, for the benefit of Franklin Synergy Bank, beneficiary, to secure a note in the original amount of \$384,000.00 secured thereby, dated September 26, 2019, and recorded on September 30, 2019, of record as Instrument Number 20190930-0099336, Register's Office for Davidson County, Tennessee.
- We must be furnished with a copy of the Articles of Organization and Operating Agreement for West Nashville Living, 7. LLC, and all amendments thereto, and any conveyance must be made in compliance with the terms of said agreements. In addition, we must be furnished with the proof of the identity of the officers authorized by the LLC to dispose of real property.

NOTE: If the above requirements include a deed of trust(s) to be satisfied and released and such referenced deed of trust (mortgage) is a Home Equity Line of Credit, Open End Deed of Trust or other Credit Line, the Company also requires the following: The Settlement/Escrow Agent must send a written authorization in behalf of the mortgagor to the Lender, in addition to the payoff check/wire, instructing the Lender to close said account and issue no more checks or drafts since the payoff was quoted.

#### SCHEDULE B, PART II **Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or Mortgage thereon covered by the form.

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#### **SCHEDULE B** (Continued)

- 2. Rights or claims of parties in possession not shown by the public records.
- 3. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 4. Taxes or special assessments which are not shown as existing liens by the public records.
- 5. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- 6. Easements or claims of easements not shown by the Public Records.
- 7. If improvements are completed after January 1 of any year, and the law, pursuant to TCA 67-5-509 and TCA 67-5-603, requires supplemental assessment for the year in which improvements are completed, the company assumes no liability for taxes assessed by correction or supplemental assessment.
- Real Property Taxes for the years subsequent to 2019, a lien not yet due and payable. 8.
- 9. Acreage content of the subject property is not hereby insured. Reference to acreage is left in the description merely for convenience in identifying the tract.
- 10. Restrictions of record in Book 4056, Page 371 and amended in Book 4072 Page 318, in the Register's Office for Davidson County, Tennessee, but omitting any restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons.
- Grant of Easement of record in Instrument Number 20190815-0081666; Instrument Number 20190531-0051817 and 11. Instrument Number 20070312-0030285, Register's Office for Davidson County, Tennessee.
- 12. Subject to terms and provisions of said ground lease agreement of record in Deed Book 9874. Page 11 and amended by Instrument Number 20051208-0147651, Instrument Number 20120127-0007806 and Instrument Number 20190531-0051818, Register's Office for Davidson County, Tennessee.
- 13. Subject to terms and provisions of said lease agreement of record in Instrument Number 20051208-0147650, Register's Office for Davidson County, Tennessee.
- Subject to terms and provisions of said lease agreement of record in Book 11520, Page 488 as amended by Book 14. 11520, Page 506 and Instrument Number 20081201-0116481, Register's Office for Davidson County, Tennessee.
- Affidavit concerning Real Estate Brokers containing easements of record in Instrument Number 20190815-0081668, 15. Register's Office for Davidson County, Tennessee.
- 16. No insurance is offered to title to that portion of the premises embraced within the bounds of any roads, streets, of highways.

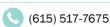
This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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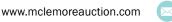
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### Chicago Title Insurance Company

#### PROPERTY DESCRIPTION

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

BEING A TRACT OF LAND IN THE TWENTY-SECOND COUNCILMANIC DISTRICT OF METRO-NASHVILLE, DAVIDSON COUNTY, TENNESSEE AND BEING PART OF THE SAME PROPERTY CONVEYED TO THE WILLIAM E. & MARCIA F. MERCER TRUST, AS EVIDENCED IN BOOK 10736, PAGE 523, IN THE REGISTERS OFFICE OF DAVIDSON COUNTY, TENNESSEE, (R.O.D.C., TN.). SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT OLD AT THE SOUTHEAST TERMINUS OF FORREST VALLEY DRIVE, AT A DISTANCE OF 30 FEET FROM THE CENTER OF THE SAID DRIVE, SAID MONUMENT BEING THE NORTHEAST BOUNDARY CORNER OF LOT 22 OF THE THOUSAND OAKS ESTATES, AS EVIDENCED IN BOOK 3700, PAGE 82, R.O.D.C., TN., SAID MONUMENT ALSO BEING IN THE SOUTH BOUNDARY OF PARCEL 151.00, THE EAGLE CREST PROPERTY, AS EVIDENCED IN INSTRUMENT NO. 20100305-0017296, R.O.D.C., TN.; THENCE, WITH THE SOUTH BOUNDARY OF THE SAID PARCEL 151.00, SOUTH 82 DEG 18 MIN 12 SEC EAST, AT A DISTANCE OF 592.76 FEET TO A CAPPED IRON ROD OLD, STAMPED RAGAN SMITH, SAID ROD BEING THE SOUTHWEST BOUNDARY CORNER OF PARCEL 8.00, THE ABDUL AL-SAIDY PROPERTY, AS EVIDENCED IN INSTRUMENT NO. 20070530-0063901, R.O.D.C., TN.; THENCE, WITH THE SOUTH BOUNDARY OF THE SAID PARCEL 8.00, SOUTH 84 DEG 52 MIN 52 SEC EAST, AT A DISTANCE OF 96.76 FEET TO AN IRON ROD OLD IN THE EASTERLY MARGIN OF INTERSTATE 40; THENCE, WITH THE SAID EASTERLY MARGIN OF INTERSTATE 40 TO POINTS AS FOLLOWS: WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 4,304.34 FEET, AN ARC LENGTH OF 178.44 FEET, AND A CHORD BEARING OF SOUTH 22 DEG 05 MIN 57 SEC WEST, AT A CHORD DISTANCE OF 178.42 FEET TO A CONCRETE HIGHWAY MONUMENT OLD; THENCE, SOUTH 20 DEG 54 MIN 42 SEC WEST, ATA DISTANCE OF 582.22 FEET TO A CONCRETE HIGHWAY MONUMENT OLD; THENCE, SOUTH 62 DEG 06 MIN 13 SEC EAST, AT A DISTANCE OF 34.09 FEET TO A CONCRETE HIGHWAY MONUMENT OLD; THENCE, SOUTH 20 DEG 32 MIN 28 SEC WEST, AT A DISTANCE OF 896.95 FEET TO A CONCRETE HIGHWAY MONUMENT OLD: THENCE, NORTH 69 DEG 54 MIN 44 SEC WEST, AT A DISTANCE OF 101.57 FEET TO A CONCRETE HIGHWAY MONUMENT OLD; THENCE, SOUTH 20 DEG 49 MIN 29 SEC WEST, AT A DISTANCE OF 850.31 FEET TO A CAPPED IRON ROD NEW, BEING THE NORTHEAST BOUNDARY CORNER OF PARCEL 10.00, THE WILLIAM WAYNE ADAMS, Sr. et ux PROPERTY, AS EVIDENCED IN BOOK 6336, PAGE 229, R.O.D.C., TN.; THENCE, WITH THE NORTH BOUNDARY OF THE SAID PARCEL 10.00, NORTH 79 DEG 29 MIN 56 SEC WEST, AT A DISTANCE OF 680.78 FEET TO AI INCH IRON ROD OLD IN THE NORTH BOUNDARY OF PARCEL 10.01, THE WILLIAM WAYNE ADAMS, Jr. PROPERTY, AS EVIDENCED IN INSTRUMENT NO. 20181231-0126470, R.O.D.C., TN.; THENCE, WITH THE SAID NORTH BOUNDARY OF PARCEL 10.01, NORTH 77 DEG 18 MIN 58 SEC WEST, ATA DISTANCE OF 130.28 FEET TO A CAPPED IRON ROD NEW IN THE EAST BOUNDARY OF PARCEL 11.00, THE CHARLIE B. MITCHELL, Jr. PROPERTY, AS EVIDENCED IN BOOK 10629, PAGE 769, R.O.D.C., TN.; THENCE, WITH THE SAID EAST BOUNDARY OF PARCEL 11.00, NORTH 07 DEG 47 MIN 19 SEC EAST, AT A DISTANCE OF 1,704.94 FEET TO A 5/8 INCH IRON ROD OLD IN THE SOUTH BOUNDARY OF PARCEL 129.00, THE AMON RINGEMANN AND ANNA RINGEMANN PROPERTY, AS EVIDENCED IN INSTRUMENT NO. 20190530-0051106, R.O.D.C., TN.; THENCE, WITH THE SAID SOUTH BOUNDARY OF PARCEL 129.00, NORTH 65 DEG 46 MIN 32 SEC EAST, AT A DISTANCE OF 494.95 FEET TO A CONCRETE MONUMENT OLD, BEING THE SOUTH BOUNDARY CORNER OF LOT 23 OF THE SAID THOUSAND OAKS ESTATES; THENCE, WITH THE SOUTH BOUNDARY OF THE SAID LOT 23, NORTH 65 DEG 05 MIN 48 SEC EAST, AT A DISTANCE OF 149.36 FEET TO A CAPPED IRON ROD NEW IN ROCK OUTCROP, SAID ROD BEING THE SOUTHWEST BOUNDARY CORNER OF THE SAID LOT 22; THENCE, WITH THE SOUTH BOUNDARY OF THE SAID LOT 22, NORTH 65 DEG 05 MIN 48 SEC EAST, AT A DISTANCE OF 309.05 FEET TO A 1 INCH IRON PIPE OLD; THENCE, WITH THE EAST BOUNDARY OF THE SAID LOT 22 NORTH 09 DEG 11 MIN 32 SEC WEST, AT A DISTANCE OF 177.23 FEET TO THE POINT OF BEGINNING, CONTAINING 55.82 ACRES, MORE OR LESS, ACCORDING TO A SURVEY BY STEPHEN B. MURRELL, TN. R.L.S. NO. 2462, OF XCEL LAND COMPANY, INC., JOB NO. 19-198, ON SEPTEMBER 20, 2019.

Being a part of the same property conveyed to William E. Mercer, Sr. or Marcia F. Mercer, Trustees, of successor trustee(s) of the William E. and Marcia F. Mercer Trust Dated November 24, 1997 by Quitclaim deed from William E. Mercer, Sr. AKA Elmo Mercer and Marcia F. Mercer aka Marcie Mercer, husband and wife of record in Book 10736, page 523, Register's Office for Davidson County. Tennessee, dated 11/24/1997 and recorded on 12/29/1997.

**ALTA Commitment for Title Insurance 8-1-16** 









**EXHIBIT A** (Continued)

Being a part of the same property conveyed to West Nashville Living, LLC, a Tennessee limited liability company by Warranty deed from William E. Mercer and Marcia F. Mercer, husband and wife of record in Instrument No. 20190930-0099335 Register's Office for Davidson County, Tennessee, dated September 26, 2019 and recorded on September 30, 2019.

Last Revised and Published on 23/01/20 at 10:03 AM



