



141,210± SF Industrial Building on 15.41± Acres Zoned RI in Springfield, TN



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Auction Sales Map



Tax Information



Wednesday, October 24, 2018

LOCATION

Property Address 801 Bill Jones Ind Dr
Springfield, TN 37172-5014

Subdivision

County Robertson County, TN

PROPERTY SUMMARY

Property Type Industrial

Land Use Light Mfg

Improvement Type Light Mfg

Square Feet 141210

GENERAL PARCEL INFORMATION

Parcel ID/Tax ID 091 039.00

Special Int 000

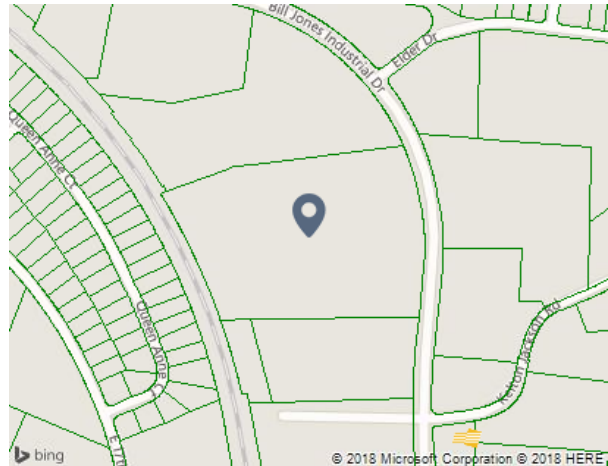
Alternate Parcel ID

Land Map 091

District/Ward 09

2010 Census Tract/Blk 804.01/1

Assessor Roll Year 2018



CURRENT OWNER

Name Auria Springfield LLC

Mailing Address 28333 Telegraph Rd
Southfield, MI 48034-1953

SALES HISTORY THROUGH 09/05/2018

Date	Amount	Buyer/Owners	Buyer/Owners 2	Instrument	No. Parcels	Book/Page Or Document#
3/16/2018	\$4,250,000	Auria Springfield LLC		Special Warranty Deed		1798/876 329209
10/5/2001	\$3,141,361	Fabric De Gp lac Springfield LLC Tax De		Warranty Deed		710/173
6/22/1994		Perstorp Components Inc				332/362
5/26/1987		Industrial Development Board Of City Of Spfld				281/896

TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount	Jurisdiction	Rate
Appraisal Year	2018	Assessment Year	2018	Springfield	1.2
Appraised Land	\$940,800	Assessed Land		Robertson	3.085
Appraised Improvements	\$3,333,500	Assessed Improvements			
Total Tax Appraisal	\$4,274,300	Total Assessment	\$1,709,720		
		Exempt Amount			
		Exempt Reason			

TAXES

Tax Year	City Taxes	County Taxes	Total Taxes
2017	\$20,516.64	\$52,744.86	\$73,261.50
2016	\$19,029.12	\$48,920.70	\$67,949.82

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Tax Information



Property Report for 801 BILL JONES IND DR. cont.

2015	\$19,029.12	\$48,920.70	\$67,949.82
2014	\$19,029.12	\$46,938.50	\$65,967.62
2012	\$14,113.26	\$45,828.46	\$59,941.72

MORTGAGE HISTORY

Date	Loan Amount	Borrower	Lender	Book/Page or Document#	Assignments/ Releases
06/26/2012	\$1,884,650	Fabric Gp	Greenstein Delorme And Luchs	1471/46 250348	
10/05/2001	\$17,000,000	Fabric De Gp	Morgan Stanley Dean Witter Mor	710/188	R

ASSIGNMENTS & RELEASES

Mortgage Date	New Lender	Original Lender	Borrower	Book/Page or Document#	Recorded Date	Document Type
10/05/2001		Bank Of America Na	Fabric De Gp	1417/861 236590	5/18/2011	Release

PROPERTY CHARACTERISTICS: BUILDING

Building # 1

Type	Light Mfg	Condition	Average	Units	1
Year Built	1987	Effective Year	1987	Stories	1
BRs		Baths	F H	Rooms	

Total Sq. Ft. 141,210

Building Square Feet (Living Space)	Building Square Feet (Other)
Office - Good 10500	Canopy 1512
	Canopy 2880
	Heat/Cool 10500
	Insulation 126400
	Light Mfg 130710
	Sprinklers 141210
	Utility Unfinished 560

- CONSTRUCTION

Quality	Above Average -	Roof Framing	Steel Truss/Purlins
Shape	Rectangular Design	Roof Cover Deck	Prefin Metal Crimped
Partitions		Cabinet Millwork	Average
Common Wall		Floor Finish	Concrete Finish
Foundation	Special Footing	Interior Finish	Unfinished
Floor System	Slab Platform Height	Air Conditioning	
Exterior Wall	Prefin Metal Crimped	Heat Type	Unit Heater
Structural Framing	Rigid Frame	Bathroom Tile	
Fireplace		Plumbing Fixtures	38

- OTHER

Occupancy	Occupied	Building Data Source	Agent
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PROPERTY CHARACTERISTICS: EXTRA FEATURES

Feature	Size or Description	Year Built	Condition
Utility Building	30X30	1987	GOOD
Asphalt Paving	179X362	2002	GOOD
Asphalt Paving	121X176	1995	AVERAGE

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Tax Information



Property Report for 801 BILL JONES IND DR. cont.

Asphalt Paving	74500	1987	AVERAGE
Concrete Paving	13770	1987	AVERAGE
Asphalt Paving	5032	2015	AVERAGE
Lights	8	1987	AVERAGE
Open Porch Unfinished		2016	SALVAGE
Detached Carport Unfinished	2		SALVAGE

PROPERTY CHARACTERISTICS: LOT

Land Use	Light Mfg	Lot Dimensions	
Block/Lot		Lot Square Feet	671,257
Latitude/Longitude	36.492049°/-86.859881°	Acreage	15.41

PROPERTY CHARACTERISTICS: UTILITIES/AREA

Gas Source	Public - Natural Gas	Road Type	Urban Paved
Electric Source	Public	Topography	Level
Water Source	Public	District Trend	Stable
Sewer Source	Public	Special School District 1	
Zoning Code		Special School District 2	
Owner Type			

LEGAL DESCRIPTION

Subdivision		Plat Book/Page	
Block/Lot		District/Ward	09
Description	094 094 009.02 000		

FLOOD ZONE INFORMATION

Zone Code	Flood Risk	Description	FIRM Panel ID	FIRM Panel Eff. Date
X	Minimal	Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	47147C0376C	04/16/2008

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CHAPTER 7

INDUSTRIAL DISTRICT REGULATIONS

11-701. Statement of Purpose.

The Industrial Districts established by this chapter are designed to provide sufficient space, in appropriate locations, to meet the needs for industrial expansion within the city and region; to encourage industrial development which is free from hazards to the public health and from other objectionable influences; to protect industrial activities against congestion, encroachment, and other adverse characteristics; to protect adjacent residential and commercial areas from offensive influences; and to promote the most efficient and desirable use of land. Within each industrial district, all uses are subject to the performance standards established in Chapter 11 of this Title.

11-702. Restrictive Industrial District.

This class of district is intended to provide space for a wide range of industrial and related uses, which conform to a high level of performance standards and have the least objectionable characteristics. It is required that all operations of such establishments be carried on within completely enclosed buildings thus providing a standard of development which removes most adverse characteristics that affect neighboring properties. These districts may provide a buffer between other districts and other industrial activities, which have more objectionable influences. New residential activities are excluded, and community facilities and commercial establishments which provide needed services for industry and complementary thereto are permitted.

A. Principal Permitted Uses and Structures

Within the Restricted Industrial Districts (RI) as shown on the Official Zoning Map, the following activities, as described in Chapter 3 are permitted:

Community Facility Activities

Essential Service

Industrial Activities

Limited

Commercial Activities

Animal Care and Veterinarian Services
Construction Sales and Service
Wholesale Sales
Transport and Warehousing

B. Permitted Accessory Uses and Structures

Signs in complying with the regulations established in Section 11-808 of Chapter 8.

Incidental services, such as food and beverage dispensing and sales facilities, to serve employees and guests of an occupant of the district when conducted as an integral part of a principal use and having no exterior display or advertising.

Accessory facilities and buildings customarily incidental and appurtenant to a permitted use provided that such accessory facilities and buildings are carried out on the same premises and are not otherwise prohibited.

Accessory off-street parking and loading facilities as required in Section 11-807 of Chapter 8.

C. Conditional Uses

The following are conditional uses within this district and may be permitted only in accordance with Chapter 13, Section 11-1306.

Community Facility Activities

Intermediate Impact
Extensive Impact

Industrial Activities

Intermediate

Temporary Parking of Vehicles on a Gravel Surface

(Amended by Ordinance 03-16.)

The Board of Zoning Appeals may issue a temporary permit to park vehicles on a gravel surface for a period of six months when presented with evidence of a hardship of a business or industry. At the expiration of the time period, the area shall be paved as required by the zoning ordinance or taken out of service.

In granting the special exception, the BZA shall take into consideration screening of the area from residential areas or other more restrictive districts and its compatibility with surrounding land uses. The area shall be designed for the safe ingress and egress of vehicles to the street and in such a way that mud and gravel will not be carried onto adjacent streets.

D. Prohibited Uses

Any uses or structures not of a nature specifically permitted herein, and any use not conforming to the performance standards set forth in Chapter 11 are prohibited.

E. Bulk Regulations

The bulk regulations appearing below apply to buildings or other structures located on any zone lot or portion of a lot, including all new developments, enlargements, extensions, or conversions in any RI District. *(Amended by Ordinance 00-30 to increase height limitations of buildings in certain zones from 35 to 70 feet.)*

Maximum Lot Coverage	50 percent
Maximum Height of Buildings	70 feet
Minimum Building Setback	50 feet

(Note: City’s Deed Regulations in the North Industrial Park Require 125 Foot Setback)

F. Area Regulations

The following area requirements shall apply to all uses permitted in this district:

Lot Area

Individual building sites shall be of such size that the structures involved will have architectural unity and flexibility in arrangements and that all space requirements set forth herein are met:

Front Yard	20 feet
Side Yard	20 feet
Rear Yard	25 feet

Corner Lots -

On any corner lot, all structures shall conform to the setback requirements for the adjoining street if such requirement is greater than that for this district.

G. Use of Required Yard Areas

The following uses may be made of yard areas, provided such uses are otherwise permissible in this district.

Landscaping

All required yard areas not occupied by driveways, parking areas, or sidewalks shall be devoted to landscaping.

Driveways

Sidewalks

Off-street Parking

Provided that no parking areas shall be permitted in any required front yard.

H. Other Requirements

(1) Enclosure Requirements

All uses shall be conducted within completely enclosed buildings except for parking and loading, exterior storage, and other accessory uses listed herein which by their nature must necessarily exist outside a building.

(2) Provisions Applying along District Boundaries

In an RI District along such portion of the boundary which coincides with a lot line of a lot in a residential or agricultural district, the buildings and structures shall be set back at least 35 feet from such lot line.

(3) Exterior Storage

Exterior storage may be permitted in the side and rear of the principal building only, provided the location, extent, and screening of storage is approved as a part of the site plan by the Planning Commission; and further provided that exterior storage shall be screened from public view by a suitable fence, wall, or hedge not exceeding fifteen (15) feet in height with the stored materials to be kept at least two (2) feet below the top of such screen.

(4) Surfacing of Storage Areas

All storage areas shall be surfaced to provide a durable and dust-free surface. All areas shall be graded and drained so as to dispose of all surface water accumulated within the area.

11-703. General Industrial District.

This class of district is intended to provide space for the types of industrial activities, which by reason of volume of raw materials or freight, scale of operations, type of structures required, or other similar characteristics require locations relatively well separated from non-industrial uses. Performance standards must still be met. New residential activities are excluded and commercial establishments and community facilities, which provide needed services for industry and are complementary thereto, are permitted.

A. Principal Permitted Uses and Structures

Within the General Industrial Districts (GI) as shown on the Official Zoning Map, the following activities as described in Chapter 3 are permitted:

Community Facility Activities

Essential Service

Industrial Activities

Limited

Intermediate

Extensive

Commercial Activities

Animal Care and Veterinarian Services

Construction Sales and Services

Convenience Commercial

Food and Beverage Services

Transport and Warehousing

Wholesale Sales

B. Permitted Accessory Uses and Structures

Signs in complying with the regulations established in Section 11-808 of Chapter 8.

Incidental services, such as food and beverage dispensing and sales facilities, to serve employees and guests of an occupant of the district when conducted as an integral part of a principal use and having no exterior display or advertising.

Accessory facilities and buildings customarily incidental and appurtenant to a permitted use provided that such accessory facilities and buildings are carried out on the same premises and are not otherwise prohibited.

Accessory off-street parking and loading areas as required in Section 11-807 of Chapter 8.

C. Conditional Uses

The following are conditional uses within this district and may be permitted only in accordance with Chapter 13, Section 11-1306.

Community Facility Activities

- Extensive Impact
- Intermediate Impact

D. Prohibited Uses

Any uses or structures not of a nature specifically permitted herein, and any use not conforming to the performance standards set forth in Chapter 11 are prohibited.

E. Bulk Regulations

The bulk regulations appearing below apply to all buildings or other structures located on any zone lot or portion of a lot, including all new developments, enlargements, extensions, or conversions in any GI District.

Maximum Lot Coverage	50 percent
Maximum Building Height	35 feet
Minimum Building Setback	50 feet

F. Area Regulations

The following area requirements shall apply to all uses permitted in this district:

Minimum Lot Area	40,000 square feet
Minimum Front Yard	20 feet

Minimum Side Yard 25 feet

Minimum Rear Yard 20 feet

Corner Lots -

On any corner lot, all structures shall conform to the setback requirements for the adjoining street if such requirement is greater than that for this district.

G. Use of Required Yard Areas

The following uses may be made of yard areas, provided such uses are otherwise permissible in this district.

Landscaping

All required yard areas not occupied by driveways, parking areas, or sidewalks and shall be devoted to landscaping.

Driveways

Provided that no driveway shall occupy more than half of any required yard.

Sidewalks

Off-street Parking

Provided that no parking area shall be permitted in any required front yard.

H. Other Requirements

(1) Enclosure Requirements

All uses shall be conducted within completely enclosed buildings except for parking and loading, exterior storage and other accessory uses listed herein which by their nature must necessarily exist outside a building.

(2) Provisions Applying along District Boundaries

In a GI District along such portion of the boundary which coincides with a lot line of a lot in a residential or agricultural district, the buildings and structures shall be set back at least thirty-five (35) feet from such lot line.

(3) Exterior Storage

Exterior storage may be permitted in the side and rear of the principal building only, provided the location, extent, and screening of storage is approved as a part of the site plan by the Planning Commission; and further provided that exterior storage shall be screened from public view by a suitable fence, wall, or hedge not exceeding fifteen (15) feet in height with the stored materials to be kept at least two (2) feet below the top of such screen.

(4) Surfacing of Storage Areas

All storage areas shall be surfaced to provide a durable and dust-free surface. All areas shall be graded and drained so as to dispose of all surface water accumulated within the area.

Form of Agreement of Purchase and Sale



AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT is dated for reference on April 2, 2020

BETWEEN:

Machinery Movers & Structural Specialist, Inc.
7420 Bethel Road
Goodlettsville, Tennessee 37072
(the "Seller")

AND

,
(the "Purchaser").

1. AGREEMENT TO PURCHASE: The Purchaser agrees to purchase from the Seller the property (the "Property") legally described on Exhibit A hereto, together with all buildings, improvements, and appurtenances thereon, on the following terms and conditions:
 1. HIGH BID PRICE: \$
 2. 10% BUYER'S PREMIUM: \$
 3. PURCHASE PRICE: \$
 4. The Purchase Price shall be paid as follows:
 1. Deposit: Concurrently with the execution and delivery of this Agreement, the Purchaser shall pay to Warranty Title Insurance Company, 2401 Memorial Blvd, Springfield, TN 37172, (615) 989-7558, sbranham@warranty1952.com, Sonya Branham, Contact, (the "Title Company"), as Escrow Agent, an earnest money deposit (the "Deposit") of 15% of the Purchase Price, in the amount of \$0.00. The Deposit shall be non-refundable except as provided in Section 9 of this Agreement.
 2. Balance of Purchase Price: The balance of the Purchase Price, plus or minus prorations as set forth below, shall be paid by the Purchaser at Closing (as defined below) by wire transfer or cashier's check, payable to the Title Company, as Escrow Agent.
 3. The Purchaser acknowledges and agrees that its obligations under this Agreement are not contingent or conditioned upon the Purchaser obtaining financing from any lender.
2. CLOSING: The closing (the "Closing") of the purchase shall occur on or before 4:00 pm, local



time, on May 2, 2020. The Closing shall occur at the offices of the Title Company. At Closing, the Seller shall deliver to the Purchaser a general warranty deed in recordable form conveying fee simple title to the Property free and clear of all liens, subject to such permitted encumbrances and exceptions to title set out in the Title Commitment.

3. POSSESSION: The Purchaser will receive possession at closing.

4. CLOSING COSTS:

1. The Seller shall pay the following closing costs:

1. Costs to search the title and prepare the title commitment;
2. Costs to prepare the deed;
3. 50% of the closing agent's cost to close the sale; and
4. Any legal counsel retained by Owner in connection with the conveyance of the Property.

2. The Purchaser shall pay the following costs:

1. The cost of the standard owner's ALTA title policy, if Purchaser chooses to have a title policy issued;
2. Any special endorsements to the title policy;
3. Any costs associated with title insurance issued in favor of Purchaser's lenders, if any;
4. All costs arising from or relating to any loan sought by Purchaser to finance the conveyance;
5. All recording costs, transfer taxes and mortgage taxes arising from the deed, deed of trust and any other financing documents required by Purchaser's lenders, if any;
6. 50% of the closing agent's cost to close the sale; and
7. Any legal counsel retained by Purchaser in connection with the conveyance of the Property.

5. PRORATIONS / TAXES: Taxes for the year of closing will be prorated between the parties, and Seller will be responsible for any delinquent taxes. If the tax assessment for the calendar year of closing is not known at the Closing Date, the proration will be based on taxes for the previous tax year.

6. SURVEY: The Seller will obtain and provide a new boundary survey if there is no existing legal description for the Property and/or the conveyance of the Property will involve the creation of new tract boundaries. Any need for a new survey shall be determined solely by the Seller. If a survey is provided, the type of survey performed shall be at Seller's option and sufficient for the issuance of an owner's title insurance policy.

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

obligations hereunder and Closing fails to occur by reason thereof, the Purchaser may terminate this Agreement and shall be entitled to the return of the Deposit, or seek specific performance of this Agreement.

10. **BREACH OF CONTRACT BY PURCHASER:** If the Purchaser defaults in the performance of any of its obligations hereunder and Closing fails to occur by reason thereof, the Deposit shall be forfeited to the Seller and McLemore Auction Company, LLC.
11. **AUCTIONEER'S AGENCY DISCLOSURE:** The Purchaser acknowledges that McLemore Auction Company, LLC, the auctioneer of the Property, is acting as a single agent representing the Seller exclusively in this transaction and is not acting as a subagent, a buyer's agent, a facilitator or a limited consensual dual agent in connection with this transaction.
12. **OTHER:**
 1. **Time:** Time is of the essence hereof.
 2. **Counterparts:** This Agreement may be executed in any number of original counterparts, with the same effect as if all the parties had signed the same document, and will become effective when one or more counterparts have been signed by all of the parties and delivered to each of the other parties. All counterparts will be construed together and evidence only one agreement, which, notwithstanding the dates of execution of any counterparts, will be deemed to be dated the date first above written.
 3. **Electronic Execution:** This Agreement may be executed by the parties and transmitted by fax, email, Internet and/or other electronic means and if so executed and transmitted this Agreement will be for all purposes as effective as if the parties had executed and delivered an original Agreement.
 3. **Notices:** All notices under this Agreement shall be deemed delivered when personally delivered or sent by registered mail or courier service to the address of either party as set forth on page 1 above.
 4. **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors, administrators, executors and permitted assigns.
 5. **Choice of Law:** This Agreement shall be interpreted according to the laws of the state in which the Property is located.
 6. **Enforcement Costs:** In the event it becomes necessary for the Seller, the Purchaser or McLemore Auction Company, LLC to enforce this Agreement through litigation, the prevailing party shall be entitled to recover all of its costs of enforcement, to include attorneys' fees, court costs, costs of discovery and costs of all appeals.
 7. **Entire Agreement:** This Agreement constitutes the entire agreement between the

Purchaser and the Seller, and all prior agreements and understandings, whether written or oral, are merged herein.

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

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

See following pages for electronic signatures.

Exhibit A: Description of Property

Auction Tract: 1
15.41 +/- Acres

Tax ID Number(s): 091 03900 000

Land situated in the City of Springfield in the County of Robertson in the State of TN.

A certain tract of land located in the 9th Civil District of Robertson County, Tennessee, more particularly described as follows:

Unless states otherwise, any monument referred to herein as an iron pin set is a set 5/0" in. redar, 18" in. length with a plastic cap stamped "K.Crowe #1979," all bearings stated herein are referred to Deed Book 332, Page 362, R.O.R.C.TN.

Beginning at an iron pin set on the West right-of-way of Industrial Drive said iron pin lies 38' West of centerline and also being the Southeast corner of the Industrial Development Board of the City of Springfield, TN. as recorded in Deed Book 294, Page 397, R.O.R.C., TN., thence with said right-of-way and along the arc of a curve concave to the West, having a radius of 1060.00', a central angle

of 28 degrees 52 minutes 53 seconds, and a chord of 528.68' bearing South 10 degrees 21 minutes 11 seconds East along said arc 534.32' to an iron pin set.

Thence, South 4 degrees 04 minutes 51 seconds West, a distance of 214.29" to an iron pin set near a disturbed iron pin at the Northeast corner of the Industrial Development Board of the City of Springfield, TN, as recorded in Deed Book 282, Page 866, R.O.R.C. TN.

Thence leaving said right-of-way South 88 degrees 12 minutes 26 seconds West, a distance of 851.92' to an iron pin set near a disturbed iron pin on the East right-of-way of the CSX Railroad said pin lies 50' East of railroad centerline and also being the point of curvature of a non tangent curve, concave to the Southwest, having a radius of 2885.11' a central angle of 11 degrees 47 minutes 43 seconds, and a chord of 592.90' bearing North 26 degrees 32 minutes 31 seconds West; thence North along said curve and railroad right-of-way a distance of 593.95' to an iron pin found (disturbed) said point lies South 66 degrees 33 minutes 33 seconds West, 50.00' from a set iron pin witness.

Thence leaving said railroad right-of-way North 66 degrees 33 minutes 33 seconds East, a distance of 320.17' to a nail sound at the base of a steel post said point lies South 82 degrees 07 minutes 48 seconds West, 10.00' from a set iron pin witness.

Thence North 82 degrees 07 minutes 48 seconds East, a distance of 750.00' to the point of beginning, said described tract containing 15.41 acres more or less.

Being the same property conveyed in Warranty Deed of record in Record Book 710, Page 173, in the Register's Office of Robertson County, Tennessee.

Being the same property conveyed to Fabric (DE) GP, a Delaware general partnership of record in Deed, in the County Clerk's Office.

Phase I Environmental Report



A Phase I Environmental Report dated December 20, 2017 is available for this property. Please email will@mclemoreauction.com to request a copy.



A vicinity map showing the project area in green, located between NRP to Ream Road and the NRP to Ream Road project area. The map includes a north arrow and labels for 'NRP TO REAM' and 'SITE LOCATION'.



SERVING CLIENTS WITH CIVIL AND ENVIRONMENTAL ENGINEERING SERVICES
3558 TOM AUSTIN HWY, SUITE 7, SPRINGFIELD, TN 37172
PHONE: (615) 302-2000 FAX: (615) 373-4455
JAMES.McBride@comcast.net

AGED ENGINEERING SERVICES THESE DRAWINGS ARE DELETED BY IFC COPYRIGHT LAW AND VIOLATORS ARE SUBJECT TO LEGAL PENALTIES



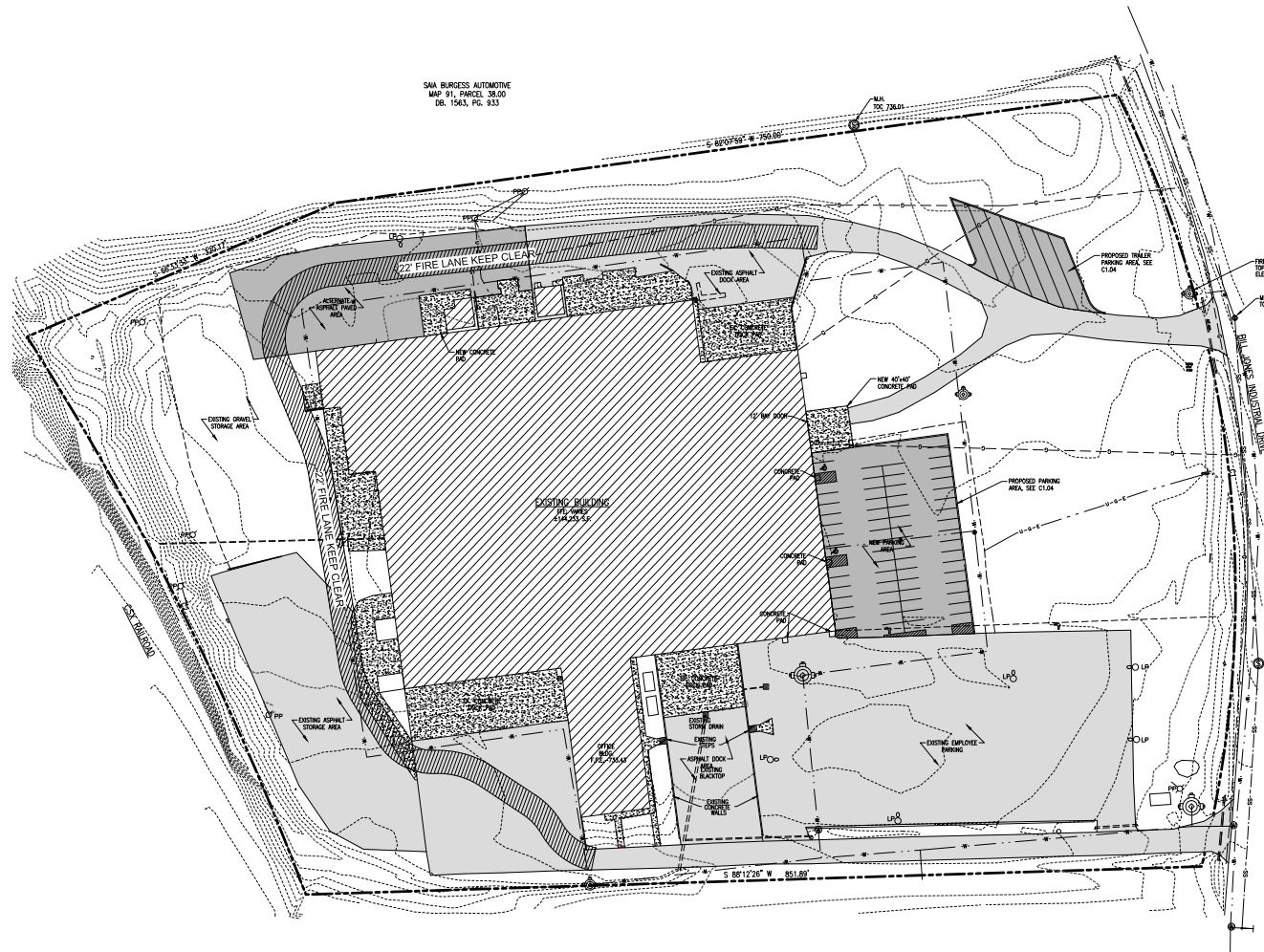
JOSHUA M. LYON, P.E. TN#11233

IAC, LLC.
OF SPRINGFIELD
SITE PLAN
801 BILL JONES INDUSTRIAL DRIVE
SPRINGFIELD, TN 37172
ROBERTSON COUNTY

DRAWN BY:	JML
CHECKED BY:	JML
DATE:	3/12/15
PROJECT NO.:	CD0618

OVERALL PLAN

SHEET NUMBER
C1.01

[illegible]

815 BILL JONES IND.
DRIVE LLC
MAP 91, PARCEL 41.00
DB, 1307, PG. 10

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	753.83'	1060.00'	40°45'07"	S 06°12'02" E	738.14'
C2	593.96'	2005.11'	11°47'43"	N 26°32'31" W	592.90'



COMMITMENT FOR TITLE INSURANCE

NOTICE

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

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO 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, Old Republic National Title Insurance Company, a(n) Minnesota 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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ALTA Commitment for Title Insurance (08-01-16)

20200352



COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "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.
- (c) "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.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; [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].

4. COMPANY'S RIGHT TO AMEND

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

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ALTA Commitment for Title Insurance (08-01-16)

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5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company 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.
- (c) 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.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) 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

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) 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.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT 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 (08-01-16)

20200352



8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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ALTA Commitment for Title Insurance (08-01-16)

20200352



Transaction Identification Data for reference only:

Issuing Agent:
Issuing Office: Warranty Title, LLC dba Warranty Title Ins Co
Issuing Office's ALTA® Registry ID:
Loan ID No.:
Commitment No.: 20200352
Issuing Office File No.: 20200352
Property Address: 801 Bill Jones Industrial Drive, Industrial Building and 15.41 acres, Springfield, TN 37172

SCHEDULE A

1. Commitment Date: March 20, 2020 at 08:00 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (06/17/06)
Proposed Insured:
Proposed Policy Amount: TBD
 - b. ALTA Loan Policy (06/17/06)
Proposed Insured: , its successors and/or assigns as their respective interests may appear.
Proposed Policy Amount: TBD
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:

Machinery Movers & Structural Specialist, Inc.
5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

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ALTA Commitment for Title Insurance (08-01-16)
Schedule A

20200352



Title Commitment


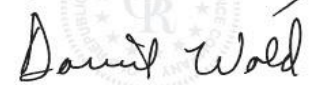


Warranty Title LLC, dba Warranty Title Ins Co
by: Vicki Benjamin, Vice President of Operations


Authorized Countersignature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President
Attest  Secretary

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ALTA Commitment for Title Insurance (08-01-16)
Schedule A

20200352

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Warranty Deed from Machinery Movers & Structural Specialist, Inc. conveying described property herein to TO BE DETERMINED.

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

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 contractor, subcontractors, labor and materialmen are all paid.

6. The Company must be provided proof of the existence of the corporation, and proof that the sale or mortgage has been authorized by the board of directors of the corporation. The Company must be furnished with a verified copy of a proper resolution authorizing the proposed transaction and designating the names of the parties authorized to execute documents.
7. Payment and release of the Deed of Trust in the original principal amount of \$ payable to The Farmers Bank as executed by Machinery Movers & Structural Specialist, Inc. on December 21, 2018 and filed for record in Book 1850, page 494, Register's Office for Robertson County, Tennessee.
8. Subject to Notice of Waiver to be executed at time of closing.
9. Lien Affidavit must be executed by the within named owners.
10. Owner Affidavit must be executed by the within named owners.

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ALTA Commitment for Title Insurance (08-01-16)
Schedule B

20200352



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:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Any discrepancies, conflicts, easements, boundary line disputes, encroachments or protrusions, or overlapping of improvements which would be disclosed by an inspection and accurate survey of the premises.
3. Rights and claims of parties in possession.
4. Mechanics', Contractors', or Materialmen's liens and lien claims, if any, where no notice thereof appears on record.
5. Any facts, rights, interests or claims which are not shown by the public record, but which could be ascertained by an inspection of the land or by making inquiry of person(s) in possession thereof.
6. Liens, encumbrances, or claims thereof, which are not shown by the public record.
7. Taxes for the year 2020 a lien, but not yet due and payable.
8. County Taxes for the year 2019 paid in the amount of \$44,041.00 and all subsequent years, a lien but not yet due and payable. (Map & Parcel 91 39)
9. City Taxes for the year 2019 paid in the amount of \$18,328.00 and all subsequent years, a lien but not yet due and payable. (Map & Parcel 91 39)
10. If improvements are completed after January 1 of any year, the Law requires supplemental assessments for the year in which improvements are completed as defined by Statute. The Company assumes no liability for taxes assessed by correction pursuant to the provisions of TCA 67-5-603.

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ALTA Commitment for Title Insurance (08-01-16)
Schedule B

20200352



Title Commitment



11. Subject to Declaration of Restrictions and Access Easement appearing of record in Record Book 1850, page 477, Register's Office for said County.
12. Subject to setback lines and a drainage area as set out and further described in Record Book 710, page 173, Register's Office for Robertosn County, Tennessee.
13. Subject to the charter right of way of the CXS Railroad.
14. Subject to the rights of tenants in possession under unrecorded leases.

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ALTA Commitment for Title Insurance (08-01-16)
Schedule B

20200352



SCHEDULE C

The Land is described as follows:

Certain real property situate in the City of Springfield, 9th Civil District of Robertson County, Tennessee, and described as follows, to-wit:

Unless states otherwise, any monument referred to herein as an iron pin set is a 5/0" in. redar, 18" in length with a plastic cap stamped "K.Crowe #1979" all bearings stated herein are referred to Deed Book 332, page 362, Register's Office for Robertson County, Tennessee

BEGINNING at an iron pin set on the West right of way of Industrial Drive, said iron pin lies 38' West of centerline and also being the Southeast corner of the Industrial Development Board of the City of Springfield, Tennessee, as recorded in Deed Book 294, page 397, Register's Office for Robertson County, Tennessee; thence with said right of way and along the arc of a curve concave to the West having a radius of 1060.00 feet, a central angle of 28° 52' 53", and a chord of 528.68' bearing South 10° 21' 11" East, along said arc 534.32' to an iron pin set; thence South 4° 04' 51" West, a distance of 214.29" to an iron pin set near a disturbed iron pin at the Northeast corner of the Industrial Development Board of the City of Springfield, TN, as recorded in Deed Book 282, page 866, Register's Office for Robertson County, Tennessee; thence leaving said right of way South 88° 12' 26" West, a distance of 851.92 feet to an iron pin set near a disturbed iron pin on the East right of way of the CSX Railroad, said pin lies 50' East of railroad centerline and also being the point of curvature of a non tangent curve, concave to the Southwest, having a radius of 2885.11' a central angle of 11° 47' 43", and a chord of 592.90' bearing North 26° 32' 31" West; thence North along said curve and railroad right of way a distance of 593.95 feet to an iron pin found (disturbed) said point lies South 66° 33' 33" West, 50.00 feet from a set iron pin witness; thence leaving said railroad right of way North 66° 33' 33" East, a distance of 320.17 feet to a nail sound at the base of a steel post, said point lies South 82° 07' 48" West, 10.00 feet from a set iron pin witness; thence North 82° 07' 48" East, a distance of 750.00 feet to the point of beginning

BEING the same property conveyed to Machinery Movers & Structural Specialist, Inc. by Special Warranty Deed from Auria Springfield, LLC, a Delaware limited liability company dated December 21, 2018 and filed of record in Record Book 1850, page 483, Register's Office for Robertson County, Tennessee.

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ALTA Commitment for Title Insurance (08-01-16)
Schedule C

20200352



Vendor List

Sprinkler System

- TKO Fire Sprinkler
 - Ashley is Contact, (615) 714-4765
- Service Performed Annually

Electrician

- Schaffhouser Electric
 - J.R. Wilson, Operations Manager
 - 3616 HWY 31W, White House, TN 37188
 - 615-325-8001, 615-202-9527 cell
 - www.schaffhouserelectric.com

Video - Exterior

141,210± SF Industrial Building on
15.41± Acres Zoned RI in Springfield, TN



McLemore Auction Company, LLC is pleased to offer this large warehouse or manufacturing facility in Springfield, TN at online auction. The property is located at 801 Bill Jones Industrial Dr. and is suitable for a variety of industrial or storage applications per its RI zoning designation. The property is served by all utilities and features heavy duty infrastructure for industrial electric power. The building also features a large office, breakroom and multiple dock height and drive in doors.



Video - Interior

Interior - 141,210± SF Industrial Building
on 15.41± Acres Zoned RI



McLemore Auction Company, LLC is pleased to offer this large warehouse or manufacturing facility in Springfield, TN at online auction. The property is located at 801 Bill Jones Industrial Dr. and is suitable for a variety of industrial or storage applications per its RI zoning designation. The property is served by all utilities and features heavy duty infrastructure for industrial electric power. The building also features a large office, breakroom and multiple dock height and drive in doors.

