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## 4,181± sf 4 Bedroom 3.5 Bath Home



(615) 517-7675



[www.mclmoreauuction.com](http://www.mclmoreauuction.com)






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# Table of Contents



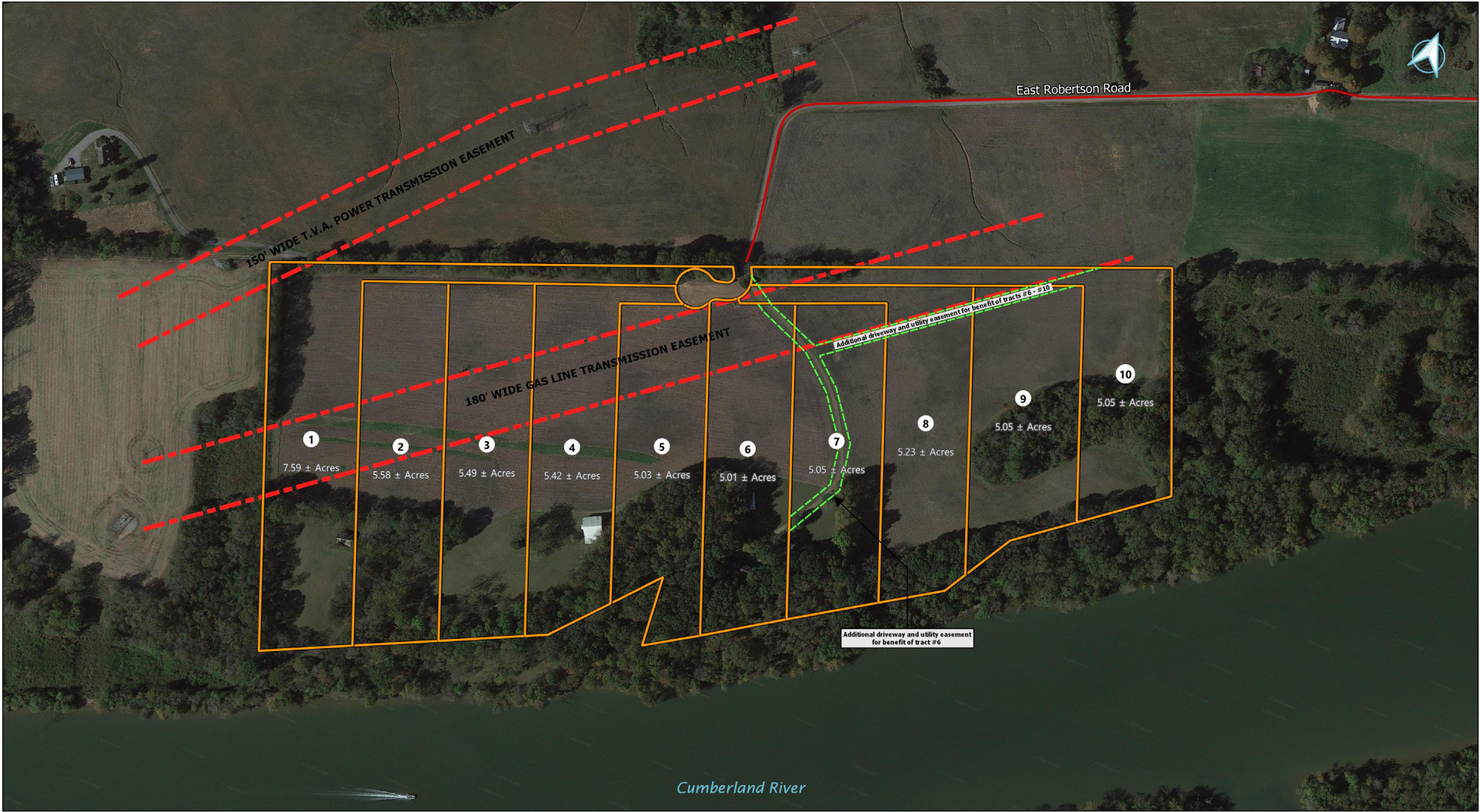
Aerial Map .....	1
Auction Sales Map .....	2
Certification Letter from ADC Regarding Cul-de-Sac Construction .....	3
Form of Agreement of Purchase and Sale .....	4
Gallatin and Sumner County Community Data Profile .....	9
Interactive Map  .....	13
Restrictions .....	14
Soil Letter .....	15
Summary of Farm Improvements .....	16
Survey .....	17
Tax Information .....	18
Title Commitment .....	21
Video .....	30
All tracts (1-10) 	
Tracts 6 	
Water Utility Rate Sheet .....	31



# Aerial Map



# Auction Sales Map



# Certification Letter from ADC Regarding Cul-de-Sac Construction



**MCLEMORE**  
AUCTION COMPANY



March 19, 2020

RE: East Robertson Road Extension  
1099 East Robertson Road  
Castalian Springs, TN

To whom it may concern:

ADC, Inc. placed 6" compacted depth of stone (319.16 tons), 2.5" compacted depth of BM Binder (162.97 tons) and 1.5" compacted depth of 411E Surface Mix (99.64 tons) on the above referenced project. Stone was placed on December 3 and 4 2019 and asphalt was placed on March 9 2020.

Load tickets supplied upon request.

All materials and workmanship comply with TDOT standards.

Sincerely,  
ADC, Inc.

*Phillip Coe*

Phillip Coe, Project Manager



SUBSCRIBED & SWORN  
BEFORE ME THIS 19th DAY OF MARCH 2020  
NOTARY PUBLIC: *Charles E. Burkart*  
MY COMMISSION EXPIRES 6/04/23

P.O. Box 840 • LEBANON, TENNESSEE 37087 615-449-4100 • FAX 615-449-4447



# Form of Agreement of Purchase and Sale



## AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT is dated for reference on October 15, 2020

BETWEEN:

Bruce Hurst and Julie Hurst  
1045 Lavern Circle  
Hendersonville, Tennessee 37075  
(the "Seller")

AND

(the "Purchaser").

1. AGREEMENT TO PURCHASE: The Purchaser agrees to purchase from the Seller the property (the "Property") legally described on Exhibit A hereto, together with all buildings, improvements, and appurtenances thereon, on the following terms and conditions:
  1. HIGH BID PRICE: \$0.00
  2. 10% BUYER'S PREMIUM: \$0.00
  3. PURCHASE PRICE: \$0.00
  4. The Purchase Price shall be paid as follows:
    1. Deposit: Concurrently with the execution and delivery of this Agreement, the Purchaser shall pay to Warranty Title Insurance Company, 120 Anderson Ln, Hendersonville, TN 37075, (615) 264-2718, mrogers@warranty1952.com, Melissa Rogers, 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 November 16, 2020. The Closing shall occur at the offices of the Title Company. At Closing, the Seller shall deliver to the Purchaser a warranty deed in recordable form conveying fee simple title to the Property free and clear of all liens, subject to such permitted encumbrances and exceptions to title set out in the Title Commitment.

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. Any and all greenbelt rollback taxes will be the responsibility of the Seller.

6. SURVEY: Deeds shall be prepared using legal descriptions from a survey performed by Carroll Carman, Surveying dated February 20, 2020.

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.

**SELLER:**

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Bruce Hurst

---

Julie Hurst

**BUYER:**

---

Buyer Name

**Exhibit A: Description of Property**

Auction Tract: 1  
7.59 +/- Acres

# Gallatin and Sumner County Community Data Profile



## GALLATIN SUMNER COUNTY 2020 COMMUNITY DATA PROFILE



### QUICK FACTS

County Seat	Gallatin
Year Incorporated	1802
Land Area in Square Miles (County)	529
Water Area in Square Miles (County)	14
Latitude	N36°23.31'
Longitude	W86°26.80'
Elevation	526'
Market Region	Nashville
Distance From Nashville	25 miles
Time Zone	Central
City Website	<a href="http://www.gallatintn.gov">www.gallatintn.gov</a>
County Website	<a href="http://www.sumnertn.org">www.sumnertn.org</a>
Additional Incorporated Cities within the County	Hendersonville, Millersville, Mitchellville, Portland, Westmoreland, White House, Goodlettsville
Unincorporated Cities	Bethpage, Castalian Springs, Cottontown

### POPULATION

	City	County
2010 (Census)	30,480	160,645
2019 Population	42,957	191,428
2019 Median Age	39.6	40.4
2024 Population Projection	45,260	208,105
Annual Growth Rate (2019-2024 Projected)	2.72%	1.68%

Source: ESRI

### CLIMATE

Annual Average Temperature	57.9° F
Average High Temperature	77.7° F
Average Low Temperature	36.4° F
Annual Average Precipitation	46.16"
Annual Average Snowfall	12"
Prevailing Winds	Southerly
Mean Length of Freeze-Free Period (days)	180-220

### TAX STRUCTURE

LOCAL	City	County
Property Taxes (2019)		
• Rate per \$100 value	\$0.8001	\$2.262
Ratio of Assessment		
• Residential and Farm	25%	25%
• Commercial/Industrial	40%	40%
• Personal (Equipment)	30%	30%
Total Local Assessment (2018)	\$1,115,052,160	\$4,449,296,337
Hotel-Motel Tax	8%	5%
Motor Vehicle Tax Rate		\$51.00

Source: Tennessee Comptroller of the Treasury, Division of Property Assessments  
Source: County Technical Assistance Service, UTIP

### STATE

Sales Tax	
• 4% tax on food and food ingredients	
• 7% on all other tangible personal property unless specifically exempted	
Local Sales Tax Rate	
• 2.25%	
Local and State Sales Tax Collected (FY2019)	
• \$202,696,280	
Income Tax	
• Personal: 2% on Interest & Dividends for the 2019 tax year	
• Corporate Excise Tax: 6.5% of Tennessee taxable income	
• Franchise Tax: .25% of the greater of the Tennessee portion of net worth or the book value of real and tangible property in Tennessee. The minimum tax is \$100	
• Unemployment Tax: New employers is typically 2.7% (based on occupation) of first \$7,000	

Source: Tennessee Department of Revenue



Gallatin Industrial Center Phase II Site (206 acres) are among several industrial sites in Middle Tennessee to be certified as a Select TN Certified Site. For complete information about the site and the certified program, please visit [www.tnecd.com/sites/certified-sites/](http://www.tnecd.com/sites/certified-sites/)



# Gallatin and Sumner County Community Data Profile



## 2020 COMMUNITY DATA PROFILE

### EDUCATION

District Name	Sumner County
Type of Public School System	County
District Grades Served	Pre-K-12
Number of Schools	47
Number of Classroom Teachers	2,163
Number of Administrators	100
Additional Teachers and Staff	197
Total Number of Students	29,365

#### **GRADES** (2018-2019)

Pre-K-5	13,102
6-8	7,048
9-12	9,215
Number of High School Graduates (2018-19)	2,043
Graduation Rate	94.3%
Educational Attainment with a Degree (Adults Age 25+)	37.0%

Source: Tennessee Department of Education

#### **REGIONAL HIGHER EDUCATIONAL INSTITUTIONS** (within 30 miles) Graduates 2018-2019

• TN College of Applied Technology	Portland	171
• TN College of Applied Technology	Hartsville	189
• Volunteer State Community College	Gallatin	1,536
• Welch College	Gallatin	52
• Cumberland University	Lebanon	551

Source: National Center for Education Statistics

FastTrack Job Training Assistance Program Available	Yes
-----------------------------------------------------	-----

Source: Tennessee Department of Economic and Community Development

### GOVERNMENT

#### **GOVERNING BODY**

City	Mayor with 7 representatives Meets 1st, 2nd, 3rd & 4th Tuesday of every month at 6:00 p.m. at City Hall
County	County Mayor and County Commissioners Meets 3rd Monday at 7:00 p.m. County Building

#### **Fire Department**

• Full-time fire fighters in city	97
• City volunteers	0
• Full-time fire fighters in county	246*
• County volunteers	195*
• Fire stations in city	5
• City fire trucks	9
• Fire stations in county	28*
• County fire trucks	85*

(\* These figures are for the unincorporated portion of Sumner County under the jurisdiction of the County EMS. This does not include numbers from other incorporated cities in the county.)

#### **Law Enforcement**

• Full-time police officers in city	80
• Full-time police officers in county & sheriff	130
• City patrol cars	75
• County patrol cars	107 (marked) (19 unmarked and 8 motorcycles)

	City	County
Insurance Rating	4	Varies
Zoning Regulations	Yes	Yes
Planning Commission	Yes	Yes
Industrial Development Corp.	Yes	Yes

### TRANSPORTATION

#### **AIR SERVICE**

Nearest General Aviation	Music City Executive
Location Identifier	XNX
Distance from City	2 miles
Runway Length	6,301
Surface	Asphalt
Lighting	MIRL/PAPI
Fuel	100LL/Jet A
Repairs	Minor
Storage	Hangar, Tie Down
Transportation	Taxi, Rental and Courtesy Car
Nearest Commercial Service	Nashville International Airport
Location Identifier	BNA
Distance from Gallatin	31 miles

Nashville International Airport (BNA) serves approximately 16 million total passengers annually. BNA is currently served by 15 airlines, including international carriers Air Canada, Westjet and British Airways. BNA offers 460 daily flights and provides nonstop air service to more than 65 destinations.

#### **HIGHWAYS**

U.S. Highways	31E
State Highways	25, 109 and 386
Nearest Interstate	12 miles to I-40 and 12 miles to I-65

#### **COMMON CARRIERS**

Air Freight Companies	0
Motor Freight Companies	7+
Terminal Facilities	2
Bus Services	
Inter-City	RTA bus service between Gallatin and Nashville
Local Carrier Service	No Yes

#### **RAILROADS SERVED BY** CSX Transportation

#### **NAVIGABLE WATERWAYS**

River	Cumberland
Channel Depth	9 feet
Nearest Port Facility	Nashville
Miles from Port	31

### COMMUNICATIONS

#### **Newspapers**

The Gallatin News
The Tennessean
AT&T, Verizon, Comcast, and Level 3 Communications
WHIN, WMRO, WYXE, WVCP
7
Yes
245
AT&T, Comcast and Level 3 Communications
Yes
AT&T, Comcast and Level 3 Communications
Yes
AT&T, Comcast and Level 3 Communications

#### **Telephone Companies**

#### **Radio Stations**

#### **Television Networks**

#### **Cable Service Available**

#### **Channels**

#### **Provider**

#### **Internet Service Available** **Provider**

#### **Fiber Optics Available** **Provider**

GALLATIN-SUMNER COUNTY, TENNESSEE



# Gallatin and Sumner County Community Data Profile



2020 COMMUNITY DATA PROFILE

## COMMUNITY FACILITIES *(citywide)*

### Health Care

Doctors	523
Dentists	34
Hospitals	1
Beds	155
Emergency Rooms	2
Clinics	11
Nursing Homes	3
Beds	416
Retirement Homes	3
Beds	231
Residential Care/ Assisted Living	4
Beds	204

### Religious Organizations

Protestant	52
Catholic	1
Jehovah's Witness	1
Seventh Day Adventist	1
Latter Day Saints	1
Spanish	2

### Day Care Centers

Day Care Homes	12
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### Recreation

Libraries	1
Parks	5
Golf Courses (Public & Private)	4
Swimming Pools (Public & Private)	4
Country Clubs	3
Theaters	2
Bowling Alleys	1

### Hotels & Motels

Rooms	357
Bed & Breakfasts	1

### Largest Meeting Room

Capacity	1,300
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### Restaurants

	149
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### Other

ballfields, tennis courts, museum, auditorium, soccer complexes, volleyball courts, jogging/walking trails. Civic Center: indoor pool, wallyball, racquetball, gyms, track, fitness/free weights

## FINANCIAL INSTITUTIONS

Type of Institution	# of Institutions	# of Branches	Deposits
Commercial Banks	14	19	\$1,544,663,000
Savings Institutions	0	0	
Credit Unions	2	2	\$47,420,226
Total	16	21	
<b>Citywide Combined Deposits</b>			<b>\$1,592,083,226</b>

(Deposits for June 30, 2019)

Source: Federal Deposit Insurance Corporation and National Credit Union Administration

## INDUSTRIAL SUPPORT SERVICES

Service	Location	Distance (Miles)
Tool & Die	Local	
Heat Treating	Nashville	25
Foundry	Nashville	25
Heavy Hardware	Local	
Sheet Metal	Local	
Lubricants	Local	
Welding Supplies	Local	
Abrasives	Nashville	25

## SELECTED ECONOMIC INDICATORS

### 2018 ANNUAL AVERAGES

Labor Force	County	Labor Market Area*
Civilian Labor Force	98,710	621,230
Employment	95,960	604,350
Unemployment	2,750	16,890
Unemployment Rate	2.8%	3.0%

\*Labor Market Area is defined as Davidson, Macon, Robertson, Sumner, Trousdale and Wilson Counties in Tennessee.

### 2019 EMPLOYED POPULATION (AGE 16+) BY INDUSTRY

Agriculture/Mining	0.8%
Construction	7.1%
Manufacturing	12.3%
Wholesale Trade	4.8%
Retail Trade	10.8%
Transportation/Utilities	6.3%
Information	1.6%
Finance/Insurance/Real Estate	6.2%
Services	46.2%
Public Administration	3.9%

Source: ESRI

### MANUFACTURING IN AREA (Annual Averages 2018)

Number of Units	210
Ann. Avg. Employment	7,562
Ann. Avg. Weekly Wage	\$1,095

Source: Tennessee Department of Labor and Workforce Development

### PER CAPITA PERSONAL INCOME

Year	2019
Amount	\$33,804

Source: ESRI

### MEDIAN HOUSEHOLD INCOME

Year	2019
Amount	\$64,515

Source: ESRI

### AVERAGE HOME SALES

Year	2018
Number of Homes Sold	3,833
Average Cost	\$299,669

Source: Tennessee Housing Development Agency

### RETAIL SALES

Year	2018
Amount	\$2,223,046,055

Source: Tennessee Department of Revenue

## NATURAL RESOURCES

Minerals: Crushed stone

Timber: Hardwood

## AGRICULTURAL

Crops: Hay, soybeans, corn, wheat and tobacco

Livestock: Equine, cattle

# Gallatin and Sumner County Community Data Profile



## 2020 COMMUNITY DATA PROFILE

### UTILITIES

#### GAS

Local Distributor Gallatin Public Utilities  
Phone 615.451.5922  
Website [www.gallatinutilities.com](http://www.gallatinutilities.com)  
Source Company East Tennessee Natural Gas  
Fuel Oil Suppliers 2  
Suppliers of LP Gas 4

#### WATER

Water Supplier Gallatin Public Utilities  
Phone 615.451.5922  
Website [www.gallatinutilities.com](http://www.gallatinutilities.com)  
Source Cumberland River (Old Hickory Lake)  
Capacity 16,000,000 GPD  
Current Consumption 6,200,000 GPD  
Storage Capacity 13,000,000 Gallons

#### SEWER

Sewer Provider Gallatin Public Utilities  
Phone 615.451.5922  
Website [www.gallatinutilities.com](http://www.gallatinutilities.com)  
Type of Treatment Activated sludge  
Capacity 12 MGD Hyd/5.5 MGD Org  
Current Usage 4,000,000 GPD  
City Sewer Coverage 95%  
Storm Sewer Coverage 95%  
Solid Waste Disposal Type Land application

#### ELECTRICITY

Source Company Tennessee Valley Authority

#### LOCAL POWER COMPANY (City)

Gallatin Department of Electricity

Manager: Mark Kimbell  
Address: Post Office Box 1555  
135 Jones Street  
Gallatin, Tennessee 37066-1555  
Phone: 615.452.5152  
Fax: 615.452.6060  
Website: [www.gallatinelectric.com](http://www.gallatinelectric.com)

#### LOCAL POWER COMPANY (County)

Cumberland Electric Membership Corporation

General Manager Chris Davis  
District Office 1201 Fifth Avenue, W  
Springfield, Tennessee 37172  
Phone 615.384.5566  
Fax 931.221.4027  
Website [www.cemc.org](http://www.cemc.org)

### MAJOR INDUSTRIAL MANUFACTURERS/DISTRIBUTION (100+ employees)

Firm	Product or Service	Total Employees	Union	Phone Number
Gap, Inc.	Clothing Distribution	2,294	None	615.230.2300
ABC Technologies	Automotive Fuel Systems	824	None	615.451.1524
Servpro Industries, Inc. (HQ)	Franchise Restoration	475	None	615.451.0200
YAPP USA Automotive Systems	Tier I Automotive Supplier	375	None	615.451.6971
Salga Plastics	Automotive parts	264	None	615.451.1512
Hoeganaes Corporation	Powdered Metal	232	None	615.451.2000
TVA Steam Plant	Electric Power Generation	166	None	615.230.4000
Simpson Strong Tie	Auto-feed screw driving systems	165	None	615.230.8788
RC Tenn	Plastic injection molding	160	None	615.230.5611
Beretta USA	Firearms manufacturing	160	None	800.237.3882
NIC Global Manufacturing Solutions	Precision sheet metal	140	None	615.206.1455
ITW/CIP Tennessee	Automotive Fasteners	130	None	615.452.1002
Associated Packaging	Package Distribution	118	None	800.873.2406

#### For information on industrial sites and available industrial buildings contact:

**Robert T. Bibb, Executive Director**  
Middle TN Industrial Development Association  
2108 Westwood Avenue  
Nashville, Tennessee 37212  
Phone: 615.269.5233  
Fax: 615.269.5184  
[mtida@mtida.org](mailto:mtida@mtida.org)  
[www.mtida.org](http://www.mtida.org)

**James Fenton Executive Director**  
City of Gallatin Economic Development Agency  
132 West Main Street  
Gallatin, Tennessee 37066  
Phone: 615.451.5940  
[James.fenton@gallatin-tn.gov](mailto:James.fenton@gallatin-tn.gov)  
[www.GallatinGetsIt.com](http://www.GallatinGetsIt.com)



MTIDA represents the Local Electric Power and Natural Gas Distributors located in the 40 county region of Middle Tennessee.

The information contained herein was obtained from sources we consider reliable. We can not be responsible, however, for errors or change in information.

GALLATIN-SUMNER COUNTY, TENNESSEE

Updated March 2020

# Interactive Map



**Restrictions for the 54.50 acres on E. Robertson Road in Sumner County,  
TN(Map 154 Parcel 11) known as Starfall Landing**

1. No part of said property may be used for other than single-family residences.
2. The ground floor area of any home shall not be less than 1,600 square feet in the case of a one-story structure. The ground floor area of any home shall not be less than 1,300 square feet in the case of a one and a one-half or two-story structure and shall have no less than 1,600 square feet of total living area. Ground floor area and living area excludes porches, breezeways, garages, and similar spaces. The exterior of the home must be made of brick, stone, stucco, vinyl, metal, comparable siding, or of James Hardy product. Home must be placed on a solid foundation with brick, rock, stucco or Hardy product to grade. Construction of the home and driveway must be completed within twelve (12) months after the start of construction.
3. No above ground swimming pools shall be allowed.
4. No barbwire or chain link fences shall be allowed.
5. No singlewide mobile homes, doublewide mobile homes, modular homes, duplexes, or multi-family homes shall be allowed. No existing structure shall be moved from another location to the existing subject property.
6. No noxious or offensive activity shall be carried out upon any part of this property nor shall anything be done thereon which may be or become on annoyance or nuisance to the neighborhood.
7. No swine, sheep, goats, wild or exotic animals, snakes, poultry, chicken houses or dog kennels (chicken houses/dog kennels defined as the use for commercial purposes for raising and selling) shall be maintained on any tract. All animals shall be kept on a leash, in an enclosed pen, or confined to owner's property.
8. All owners shall keep their lots mowed and allow no bushes or weeds to become unsightly or annoying to other owners by reason of excessive growth.
9. The exterior of detached garages or outbuildings shall be made of brick, stone, stucco, or James Hardy products to match the exterior of the home. Stock barns are permissible and exterior can be metal, wood or other comparable sidings.
10. No junk, trash, or vehicles that do not run on their own power may be kept on the property. This does not prohibit the keeping of vehicles in enclosed buildings.
11. No recreational vehicles (motor homes, campers, etc.) are allowed to be used as a dwelling.
12. All garbage cans or similar trash receptacles shall be located to the rear of the home or be concealed from view. All rubbish, trash, and garbage shall be regularly removed from the property and shall not be allowed to accumulate thereon.
13. Any subdivision, resubdivision and alteration, or change of any on these tracts shall be in accordance with these restrictions, and approved by the appropriate planning commission of Sumner County, Tennessee.
14. The foregoing covenants shall be and become covenants running with the land, binding upon the property owners and all persons claiming under them. These restrictions will run with the chain of title for a period of 25 years.
15. Enforcement of the above restrictions is the sole responsibility of the property owners of the subdivided tracts of the 54.50 acre property on E Robertson Road (Map 154 parcel 11) known as Starfall Landing



277 Red Williams Rd.  
Crossville, TN. 38571  
931-456-5078 (home office)  
615-969-4443 (mobile)

## Lonnie Norrod Soil Consulting LLC.

March 14, 2020

To whom it may concern,

At the request of Mr. Harold Gene Carman III, I am making this opinion letter concerning my findings at the Hurst property (AKA Starfall Landing) located on East Robertson Rd. (Sumner County tax map #154, parcel #11). On 3/4/20, I prepared a high intensity soil map on sections of tracts 1 thru 10 (excluding tract 6) of said property. Based on soil types observed and the estimated amounts of the favorable soil types present, it is my opinion that all of these tracts would receive at least a four bedroom subsurface sewage disposal (SSDS) permit from the Tennessee Department of Environment and Conservation (TDEC) if applied for.

The statements made in this letter are my opinion only and will have no influence on the decisions made by TDEC in the permitting process. TDEC has all authority concerning SSDS permits and approvals in the state of Tennessee. Application for a SSDS permit or lot approval will have to be made through TDEC prior to receiving any permits or approvals for the construction of a SSDS.

If you have any questions concerning the contents of this letter, please call me at 615-969-4443.

Sincerely,



Lonnie Norrod  
Professional Soil Scientist  
Lic # 61  
3/14/20

# Summary of Farm Improvements



Here is a list of items made to the farm over the years –

## 2007-

- Installed all new supply lines, toilets, and faucets throughout house by Plumbing Plus

## 2008-

- Remodel both upstairs bathrooms, main floor hall bath, new countertops in kitchen, built out walk in pantry by Gordon Custom Services
- Install 80 gal water heater by Plumbing Plus
- Home Heating & Air Conditioning installed 2 ton Carrier Infinity split heat pump system in the attic to heat/cool 2nd level

## 2009-

- Installed new 1HP Shafer Pump, new tank, all pipe & switch to well house by Castleman Well Drilling

## 2010-

- Concrete floor in main barn

## 2011-

- Main barn wrapped in red metal
- Shed near house built

## 2017-

- M&A HVAC installed new 4 ton Amana Split H/P for basement & main level of house
- M&A HVAC installed new Amana Ptac 15,000 BTU wall unit in bonus room
- New windows in garage

## 2018-

- Back deck sealed

## 2019-

- New appliances in kitchen
- Remodeled bonus room, added built in bar, moved laundry to the basement, paint kitchen cabinets, new flooring in basement, remodeled basement bathroom, replaced all drop ceilings & updated to can light fixtures, new carpet throughout, additional new light fixtures, paint, and new interior doors in the basement by Gordon Custom Services
- New bead board ceiling on front porch and all railing painted by Dunn's Custom Painting



BOUNDARY SURVEY OF  
**STARFALL LANDING**

LOCATED IN THE 1ST CIVIL DISTRICT OF SUMNER COUNTY, TENNESSEE

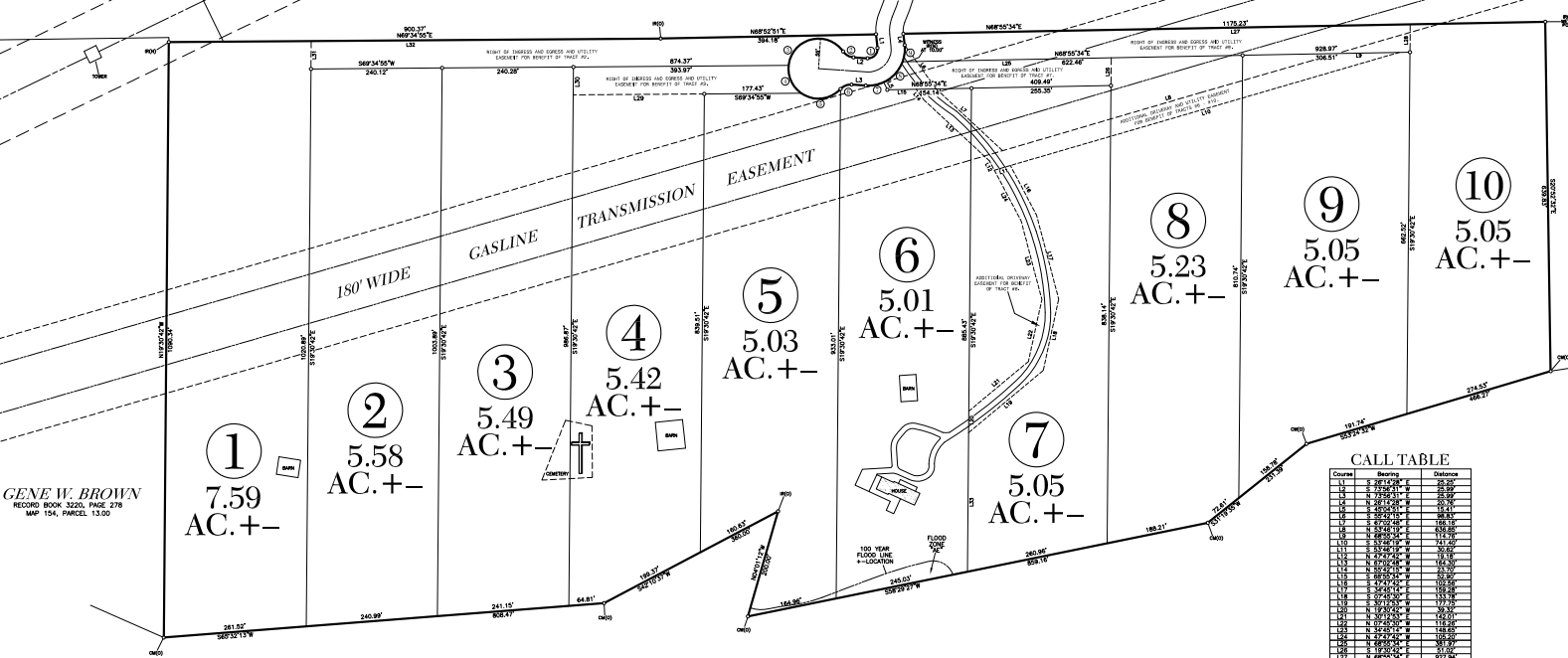
SCALE : 1" = 100'  
DATE : FEBRUARY 20, 2020  
SIZE : 54.50 AC.+-  
DEED : R. B. 2604, PG. 845, R.O.S.C.T.  
R. B. 2605, PG. 1, R.O.S.C.T.  
MAP : MAP 154, PAR. 11.00, T.A.O.S.C.T.

LOCATION SKETCH n.t.s.

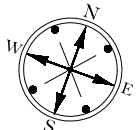
CHARLES  
RUSSELL  
BARBER  
RECORD BOOK 2228, PAGE 318  
MAP 154, PARCEL 3.00

JERRY R. ARRINGTON  
DEED BOOK 392, PAGE 792  
RECORD BOOK 1404, PAGE 369  
MAP 154, PARCELS 9.00 & 10.00

100 0 100 200 300  
GRAPHIC SCALE - FEET



JERRY R. ARRINGTON  
DEED BOOK 392, PAGE 792  
RECORD BOOK 1404, PAGE 369  
MAP 154, PARCELS 9.00 & 10.00



CALL TABLE

Course	Bearing	Distance
L1	S 89°15'00" E	25.00
L2	S 89°15'00" E	25.00
L3	S 89°15'00" E	25.00
L4	S 89°15'00" E	25.00
L5	S 89°15'00" E	25.00
L6	S 89°15'00" E	25.00
L7	S 89°15'00" E	25.00
L8	S 89°15'00" E	25.00
L9	S 89°15'00" E	25.00
L10	S 89°15'00" E	25.00
L11	S 89°15'00" E	25.00
L12	S 89°15'00" E	25.00
L13	S 89°15'00" E	25.00
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L90	S 89°15'00" E	25.00
L91	S 89°15'00" E	25.00
L92	S 89°15'00" E	25.00
L93	S 89°15'00" E	25.00
L94	S 89°15'00" E	25.00
L95	S 89°15'00" E	25.00
L96	S 89°15'00" E	25.00
L97	S 89°15'00" E	25.00
L98	S 89°15'00" E	25.00
L99	S 89°15'00" E	25.00
L100	S 89°15'00" E	25.00

SURVEYOR'S CERTIFICATE:  
I HEREBY CERTIFY THAT THIS IS A CATEGORY 1  
SURVEY, AND THAT THE BASIS OF PRECISION OF  
THE INDICATED SURVEY IS 1:100,000 AS SHOWN HEREIN.

U. S. CORPS OF ENGINEERS  
(OLD HICKORY LAKE)

**PLAT CONTAINS 54.50 ACRES+-**

CARMAN SURVEYING  
107 HICKORY LAKE ROAD  
HICKORY LAKE, TENNESSEE  
PHONE: (615) 517-2441

# Tax Information



## LOCATION

**Property Address** 1099 E Robertson Rd  
Castalian Springs, TN 37031-4617

## Subdivision

**County** Sumner County, TN

## PROPERTY SUMMARY

**Property Type** Agricultural

**Land Use** Agricultural

**Improvement Type** Single Family

**Square Feet** 3072

## GENERAL PARCEL INFORMATION

**Parcel ID/Tax ID** 154 011.00

**Special Int** 000

## Alternate Parcel ID

**Land Map** 154

**District/Ward** 01

**2010 Census Trct/Blk** 206.03/2

**Assessor Roll Year** 2019

Monday, August 31, 2020



## CURRENT OWNER

**Name** Hurst Bruce A

**Mailing Address** 247 Hidden Lake Rd  
Hendersonville, TN 37075-5518

## SALES HISTORY THROUGH 08/07/2020

Date	Amount	Buyer/Owners	Seller	Instrument	No. Parcels	Book/Page Or Document#
9/28/2006	\$35,000	Hurst Bruce A				2604/845
9/15/2006	\$1,260,000					2605/1
12/31/2003		Sallee William H Etux Juanita M Trustees			2	1920/383
1/14/1988	\$92,500	Sallee William H Etux Juanita M		Accepted Warranty Deed Sale		9/402
11/7/1987	\$1	Patrick Earl M		Family Sale Or Will Book		548/318
7/24/1985		Patrick Earl M Etux Julie N			2	504/631

## TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount	Jurisdiction	Rate
<b>Appraisal Year</b>	2019	<b>Assessment Year</b>	2019		
<b>Appraised Land</b>	\$114,773	<b>Assessed Land</b>		<b>Sumner County</b>	2.262
<b>Appraised Improvements</b>	\$274,100	<b>Assessed Improvements</b>			
<b>Total Tax Appraisal</b>	\$388,873	<b>Total Assessment</b>	\$97,218		
<b>Appraised Land Market</b>	\$114,773	<b>Exempt Amount</b>			
<b>Total Appraised Market</b>	\$388,873	<b>Exempt Reason</b>			

## TAXES

Tax Year	City Taxes	County Taxes	Total Taxes
----------	------------	--------------	-------------

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Information Deemed Reliable But Not Guaranteed.



## Property Report for 1099 E ROBERTSON RD. cont.

2019	\$2,199.07	\$2,199.07
2018	\$1,946.20	\$1,946.20
2017	\$1,946.20	\$1,946.20
2016	\$1,946.20	\$1,946.20
2014	\$1,946.20	\$1,946.20
2011	\$1,755.57	\$1,755.57

### MORTGAGE HISTORY

Date	Loan Amount	Borrower	Lender	Book/Page or Document#
09/28/2006	\$999,900	Hurst Bruce A	Wells Fargo	2605/04
09/28/2006	\$134,100	Hurst Bruce A	Wells Fargo	2605/024
08/23/2001	\$65,000	Sallee William H Sallee Juanita M	Amsouth Bank	1315/429 570095
07/06/2001	\$108,200	Salle William H Salle Juanita M	Amsouth Bank	1289/156
03/23/1999	\$30,000	Sallee William H Sallee Juanita M	First American	950/107
05/06/1998	\$79,500	Sallee William Sallee Juanita M	First American	816/305
12/15/1995	\$13,075	Sallee William H & Juanita M	First American	554/721

### PROPERTY CHARACTERISTICS: BUILDING

#### Building # 1

Type	Single Family	Condition	Average	Units	1
Year Built	1992	Effective Year	1992	Stories	2
BRs		Baths	F H	Rooms	

Total Sq. Ft. 3,072

Building Square Feet (Living Space)	Building Square Feet (Other)
First Story (Base) 1,824	Open Porch (finished) 272
Upper Stories 1,248	Basement (unfinished) 1,824

#### - CONSTRUCTION

Quality		Roof Framing	Gable And Hip
Shape		Roof Cover Deck	Composition Shingle
Partitions		Cabinet Millwork	Above Average
Common Wall	None	Floor Finish	Carpet Combination
Foundation	Continuous Footing	Interior Finish	Drywall
Floor System	Wood W/ Sub Floor	Air Conditioning	Yes/Unknown
Exterior Wall	Siding Average	Heat Type	Heat & Cooling Pkg.
Structural Framing	None	Bathroom Tile	None
Fireplace	Y	Plumbing Fixtures	10

#### - OTHER

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

### PROPERTY CHARACTERISTICS: EXTRA FEATURES

Feature	Size or Description	Year Built	Condition
L Barn	32X40	1957	
Drwy		2000	
Wd Deck	10X24	1992	

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Property Report for 1099 E ROBERTSON RD. cont.

T Barn	50X52	1961
Frpl		1992
Wd Deck	10X60	1992

PROPERTY CHARACTERISTICS: LOT

<b>Land Use</b>	Agricultural	<b>Lot Dimensions</b>	
<b>Block/Lot</b>		<b>Lot Square Feet</b>	2,390,128
<b>Latitude/Longitude</b>	36.314273°/-86.350869°	<b>Acreage</b>	54.87
<b>Type</b>	<b>Land Use</b>	<b>Units</b>	<b>Tax Assessor Value</b>
Rotation		44.87	
Pasture		4.00	
Woodland 2		5.00	
Res-Water		1.00	

PROPERTY CHARACTERISTICS: UTILITIES/AREA

<b>Gas Source</b>	None	<b>Road Type</b>	Paved
<b>Electric Source</b>	Public	<b>Topography</b>	Rolling
<b>Water Source</b>	Individual	<b>District Trend</b>	
<b>Sewer Source</b>	Individual	<b>Special School District 1</b>	
<b>Zoning Code</b>		<b>Special School District 2</b>	
<b>Owner Type</b>			

LEGAL DESCRIPTION

<b>Subdivision</b>	<b>Plat Book/Page</b>
<b>Block/Lot</b>	<b>District/Ward</b> 01
<b>Description</b>	

FEMA FLOOD ZONES

Zone Code	Flood Risk	BFE	Description	FIRM Panel ID	FIRM Panel Eff. Date
X	Minimal		Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	47165C0455G	04/17/2012
X	Minimal		Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	47165C0465G	04/17/2012
0.2 PCT	Moderate		An area inundated by 500-year flooding; an area inundated by 100-year flooding with average depths of less than 1 foot or with drainage areas less than 1 square mile; or an area protected by levees from 100- year flooding.	47165C0455G	04/17/2012
0.2 PCT	Moderate		An area inundated by 500-year flooding; an area inundated by 100-year flooding with average depths of less than 1 foot or with drainage areas less than 1 square mile; or an area protected by levees from 100- year flooding.	47165C0465G	04/17/2012
AE	High		Areas subject to inundation by the 1-percent-annual-chance flood event determined by detailed methods. Base Flood Elevations (BFEs) are shown. Mandatory flood insurance purchase requirements and floodplain management standards apply.	47165C0455G	04/17/2012
AE	High		Areas subject to inundation by the 1-percent-annual-chance flood event determined by detailed methods. Base Flood Elevations (BFEs) are shown. Mandatory flood insurance purchase requirements and floodplain management standards apply.	47165C0465G	04/17/2012



## COMMITMENT FOR TITLE INSURANCE

Issued By  
**FIDELITY NATIONAL TITLE**

### NOTICE

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

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

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

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, *Fidelity National Title*, a(n) Florida 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.

### COMMITMENT CONDITIONS

#### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title. 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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- (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.
  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.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title. 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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ALTA Commitment for Title Insurance (08-01-16)

20202933



- (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.

## 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)

20202933



**Transaction Identification Data for reference only:**

Issuing Agent: Renna Walters  
 Issuing Office: Warranty Title LLC dba Warranty Title Ins Co  
 Issuing Office's ALTA® Registry ID:  
 Commitment No.: 20202933  
 Issuing Office File No.: 20202933  
 Property Address: 1099 E Robertson Road, Castalian Springs, TN 37031

**SCHEDULE A**

1. Commitment Date: September 28, 2020 at 08:00 AM
2. Policy to be issued:
  - a. ALTA Owners Policy (06/17/06)  
 Proposed Insured: TBD  
 Proposed Policy Amount: \$0.00
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:  
 Bruce A. Hurst
5. The Land is described as follows:  
 SEE SCHEDULE C ATTACHED HERETO

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

  
 Authorized Countersignature

**Fidelity National Title Insurance Company**



BY  President  
 ATTEST  Secretary

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

20202933



## 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. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.
6. Warranty Deed from Bruce A. Hurst and Julie Hurst conveying described property herein to TBD.
7. No Deed of Trust or Mortgage found. Please verify.
8. County Taxes for the year 2020 DUE in the amount of ESTIMATED amount of \$2,199.00 (Map & Parcel 154-11.00)
9. Lien Affidavit must be executed by the within named owners.
10. Subject to Notice of Waiver to be executed at time of closing.
11. Owner Affidavit must be executed by the within named owners.

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

20202933



## 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. Rights of claims and 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. County Taxes for the year 2020 DUE in the amount of ESTIMATED amount of \$2,199.00 and all subsequent years, a lien but not yet due and payable. (Map & Parcel 154-11.00)
8. 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.
9. NOTE: The land has been classified as Greenbelt for tax assessment, levy and collection purposes, and may be subject to substantial roll-back taxes defined in Tennessee Code Annotated, Section 67-5-1001 et seq.
10. Subject to a right of way easement appearing of record in Book 222, page 395, Register's Office for said County.
11. Subject to a Easement to USA appearing of record in Deed Book 121, page 124, Register's Office for said

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

20202933



County.

12. Subject to a Gas Line Easement appearing of record in Book 155, page 41, Register's Office for said County.
13. Subject to Easement to Old Hickory Lake appearing of record in Deed Book 156, page 467-468, Register's Office for said County.
14. Subject to the rights of the public in general in and to the cemetery located on subject property and the right of ingress and egress thereto as shown in Deed Book 124, page 28 and Record Book 9, page 402, said Register's Office.
15. NOTE: The acreage mentioned in the legal description is only for convenience in identifying the tract insured, it is not intended that this policy insure the amount of acreage.

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Schedule B

20202933



**SCHEDULE C**

The Land is described as follows:

**TRACT #1 - 38.87 ACRES**

BEING located in the 1<sup>st</sup> Civil District, Sumner County, Tennessee, at the south end of East Robertson Road, and being a portion of the property of record in Record Book 1920, Page 383, Register's Office, Sumner County, Tennessee. See Tax Map 154, Parcel 11.00, Tax Assessor's Office, Sumner County, Tennessee, and more particularly described as follows:

BEGINNING at an iron rod at the northeast corner of this tract, same being the northwest corner of Tract #2 of the Sallee property (16.00 acres as per survey of same date), also being South 68 degrees 51 minutes 05 seconds West 878.41 feet from the northeast corner of said Tract #2 as you measure along the common boundary line of said Tract #2 and Jerr R. Arrington; thence with line of said Tract #2 South 20 degrees 57 minutes 01 second East 951.22 feet to an iron rod; thence with line of U. S. Corps of Engineers (Old Hickory Lake) South 58 degrees 24 minutes 58 seconds West 608.12 feet to a concrete monument; thence North 04 degrees 05 minutes 41 seconds West 200.00 feet to an iron rod; thence South 42 degrees 06 minutes 08 seconds West 360.00 feet to a concrete monument; thence South 65 degrees 27 minutes 44 seconds West 808.48 feet to a concrete monument; thence with line of Gene W. Brown, Trustee North 19 degrees 35 minutes 11 seconds West 1090.34 feet to an iron rod; thence with line of Jerry R. Arrington and the south margin of a public road right-of-way (not county maintained) North 69 degrees 30 minutes 26 seconds East 900.37 feet to an iron rod; thence with line of Jerry R. Arrington and the south margin of a public road right-of-way (not county maintained) and the south end of East Robertson Road North 68 degrees 48 minutes 22 seconds East 437.72 feet to an iron rod at a post near the southeast end of East Robertson Road; thence with line of Jerry R. Arrington North 68 degrees 51 minutes 05 seconds East 303.48 feet to the point of beginning containing 38.87 acres more or less by survey by Carroll Dean Carman, Registered Land Surveyor, Tennessee Number 910, address 150 Middle Fork Road, Hartsville, Tennessee, 37074, dated September 20, 2006.

Being the same property conveyed to Bruce A. Hurst by Warranty Deed from William H. Sallee and Juanita M. Sallee, Trustees of the William H. Sallee and Juanita M. Sallee Revocable Living Trust Dated 12/23/03, of Record in Record Book 2605, page 1, Register's Office for Sumner County, Tennessee.

**TRACT #2 - 16.00 ACRES**

BEING located in the 1<sup>st</sup> Civil District, Sumner County, Tennessee, east of the south end of East Robertson Road, and being a portion of the property of record in Record Book 1920, Page 383, Register's Office, Sumner County, Tennessee. See Tax Map 154, Parcel 11.00, Tax Assessor's Office, Sumner County, Tennessee, and more particularly described as follows:

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

20202933



BEGINNING at an iron rod at the northeast corner of this tract, same being a corner of Jerry R. Arrington; thence with line of Arrington South 20 degrees 57 minutes 01 second East 639.83 feet to a concrete monument; thence with line of U. S. Corps of Engineers (Old Hickory Lake) South 53 degrees 20 minutes 03 seconds West 466.27 feet to a concrete monument; thence South 31 degrees 15 minutes 06 seconds West 231.39 feet to a concrete monument; thence South 58 degrees 24 minutes 58 seconds West 251.04 feet to an iron rod; thence with line of Tract #1 of the Sallee property (38.87 acres as per survey of same date) North 20 degrees 57 minutes 01 second West 951.22 feet to an iron rod; thence with line of Jerry R. Arrington North 68 degrees 51 minutes 05 seconds East 878.41 feet to the point of beginning containing 16.00 acres more or less by survey by Carroll Dean Carman, Registered Land Surveyor, Tennessee Number 910, address 150 Middle Fork Road, Hartsville, Tennessee, 37074, dated September 20, 2006.

Being the same property conveyed to Bruce A. Hurst by Warranty Deed from William H. Sallee and Juanita M. Sallee, Trustees of the William H. Sallee and Juanita M. Sallee Revocable Living Trust Dated 12/23/03, of Record in Record Book 2604, Page 845, Register's Office for Sumner county, Tennessee.

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Schedule C

20202933



# Video

All tracts (1-10)



54.87± Acres in 10 Tracts with 3,072 sf Home and Barns  
on Old Hickory Lake in Sumner County, TN

Tracts 6



3,072± sf Waterfront Home on 5.01± Acres on Old Hickory Lake

# Water Utility Rate Sheet



CASTALIAN SPRINGS-BETHPAGE WATER UTILITY DISTRICT  
1010 Hinton Road  
BETHPAGE TN 37022

## PRICE SHEET

### FEES:

NEW RESIDENTIAL TAP FEE:	2500.00
NEW 1 INCH TAP FEE:	3500.00
NEW 2 INCH TAP FEE	4000.00
CONNECTION FEE:	50.00
RECONNECT FEE:	50.00
TRANSFER FEE:	50.00
AFTER HOUR SERVICE CALL:	50.00
SPECIAL SERVICE CALL:	10.00

### USAGE RATES:

GALLONS		CUBIC FEET	
First 2,500	\$30.27 + tax = 33.07	First 333	\$30.27 + tax = 33.07 (Rate: 0.090978)
Over 2,500	\$8.39 per 1000 gallons	over 333	\$0.06288 per cubic ft

### SERVICE & REPAIR COSTS:

Materials:	Actual costs of material purchase (subject to change)		
Labor:	15.00 per hour, per man		
	22.00 per hour, per man, overtime		
Equipment:	Rubber Tire Backhoe	30.00 per hour	
	Track Hoe/Excavator	35.00 per hour	
	Service Truck	12.00 per truck, per hour	
	Dump Truck	40.00 per hour	
	Air Compressor	15.00 per hour	

The Governing Board reserves the right to establish new fees, rates, and charges and to modify existing fees, rates, and charges as it deems appropriate.  
7-1-2016



If the property sells to more than one buyer,  
the following restrictions shall be recorded at closing.

