

LEE AND LEE ATTORNEYS AT LAW, P.C.
109 East Gay Street
Lebanon, Tennessee 37087
(615) 444-3900

LL# 273-7-2-BLK7

CERTIFICATE OF TITLE EXAMINATION

THIS IS TO CERTIFY THAT we have made a careful examination of the public records of Wilson County, Tennessee, as indexed, as same relates to that parcel of real estate lying and situate in Wilson County, Tennessee, more particularly described in Exhibit A attached hereto, for a period not exceeding twenty (20) years from the date of such examination.

THIS EXAMINATION was made on October 2, 2018, at 8:00 AM, and in our opinion, good fee simple title as of the date of such examination was vested in Morgan and Neal Properties, Inc., a Tennessee Corporation by deed recorded in Book 1640, Page 2268, Register's Office of Wilson County, Tennessee.

I. TAXES:

Wilson County property taxes for 2019 and subsequent years, a lien, not yet due and payable.

Wilson County property taxes for the year 2018, due and payable, in the amount of \$402.00, including penalties and interest thereon. Rec. No. 38676.

City of Lebanon property taxes for 2019, and subsequent years, a lien, not yet due and payable.

City of Lebanon property taxes for the year 2018, due and payable, in the amount of \$84.00, including penalties and interest thereon. Rec. No. 9160.

If improvements are completed after January 1 of any year the law requires supplemental assessment 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 T.C.A. Section 67-5-603 et seq.

No opinion is herein expressed regarding public utility property taxes (as defined by T.C.A. #67-5-501(8)) or as to personal property taxes assessed to the property described herein or owner thereof and I assume no liability therefor. Any reference to other such tax above is for information purposes only.

II. RESTRICTIONS, CONDITIONS AND EASEMENTS:

Restrictions of record in Trust Deed Book 176, page 121, and Trust Deed Book 193, page 102, Register's Office, Wilson County, Tennessee.

All matters, as shown on the plan of record in Plat Book 4, page 58, Register's Office, Wilson County, Tennessee.

III. DEED OF TRUST AND/PURCHASE LIENS:

Deed of Trust in the original amount of \$38,000.00 in favor of Wilson Bank & Trust dated August 13, 2013, of record in Book 1560, Page 145, Register's Office for Wilson County, Tennessee.

IV. OTHER:

Charter for Morgan and Neal Properties, Inc. of record in Book 1595, page 2152, Register's Office, Wilson County, Tennessee.

Subject to the rights of tenants in possession.

V. This title report does not make any representation with regard to (a) any parties in possession or the location of any improvements; (b) deficiencies in quantities of land; (c) boundary line disputes; (d) location of roadways; (e) any unrecorded easements or rights-of-way; (f) any unrecorded liens including the lien for taxes assessed under TCA 67-5-603, et seq. on improvements completed after January 1 of any year which are required by law to be supplementally assessed or rollback taxes due under the Green Belt laws; (g) accuracy of the index books of the public record of said County; (h) any matter not of public record which would be disclosed by an accurate survey or inspection of the premises; (i) any undisclosed heirs or any undisclosed creditors; (j) any fraud or forgery in connection with any of the instruments in the chain of title; (k) mental incompetence; (l) confusion with regard to the name or proper identity of parties; (m) improprieties with regard to delivery of deed; (n) marital rights (spouse or former spouse of past owners not revealed in the instrument); (o) any instrument executed by a minor; (p) lack of corporate capacity in the event a corporation is in the chain of title; (q) any Federal or State estate taxes which might be due as a result of the failure to file an estate tax return or the filing of a fraudulent tax return; (r) any Federal, State, Municipal, County or other lien of any nature arising from the use, past or present, of any toxic, hazardous or dangerous material, chemical or other element; (s) any unrecorded liens including the lien for any utility services, including but not limited to water taps and water services.

THE ITEMS listed under Item V are matters which would not be revealed by an examination of the public records of the Register's Office for said County, Tennessee, and are expressly excluded from the scope of this examination. The matters under (a), (b), (c), (d) and (e) could be protected against by an accurate survey by a qualified licensed surveyor. Item (f), unrecorded liens, could be guarded against by inspection of the premises for new improvements, and if such appear to have been present, the utilization of the statutory notice of completion per TCA 66-11-143, et seq. Items listed under

Item V, (g) through (p) may be insured against by the utilization of title insurance, and, should you desire more information in that regard, we would be pleased to discuss same with you and our position, if you desire, to arrange for title insurance to be secured. The remaining items, (q) through (s) may be investigated by contacting the various agencies and authorities responsible for those claims or liens.

NO REPRESENTATIONS are made with regard to any matter, law, ordinance or governmental regulation, including but not limited to building and zoning ordinances, codes restricting, regulating or prohibiting the occupancy or any use of the realty or as may later affect the realty and availability of sewer, septic, water or any utility to the premises.

FURTHER, THIS EXAMINATION does not make any representations as to any judicial matter of record in any court including but not limited to insolvency proceedings in either State or Federal Courts.

THIS TITLE EXAMINATION is issued for the sole use and benefit of Century 21 West Main Realty & Auction, and may not be used or relied upon by any other party. By acceptance of this opinion, beneficiary agrees not to furnish copies of this opinion to any party nor represent to any party the contents hereof nor allow any other party to rely on this examination.

LEE & LEE ATTORNEYS, PC

By:

A handwritten signature in cursive script, appearing to read "J. B. Row", is written over a horizontal line.

Attachment

EXHIBIT A

A certain tract or parcel of land located in the 10th Civil District of Wilson County, Tennessee, more particularly described as follows, to-wit:

Being Lot No. 7 on the Plan of Section Two, Blue Bird Urban Renewal Subdivision as of record in Plat Book 4, Page 58, Register's Office of Wilson County, Tennessee, to which plan reference is hereby made for a more complete description of said property.

Lebanon Housing Authority

To-----Restrictions

Lebanon Housing Authority
Blue Bird Road Area
Tennessee R- 6

RESTRICTIONS AND COVENANTS

For the use and benefit of future owners of the hereinafter described real estate, Lebanon Housing Authority, a corporation, organized under the laws of the State of Tennessee, and having its situs in the city of Lebanon, Wilson County, Tennessee, does hereby place and declare the following restrictions, reservations, conditions and limitations upon the following described property, to-wit: Situate in the 10th Civil District of Wilson County, Tennessee, described by metes and bounds as follows:

Beginning at intersection of Easterly margin of U. S. 70N and Northeasterly City Limits Line of City of Lebanon, thence Southeasterly along City Limits Line S56° 9'30" E approximately 550' to a concrete monument, thence along City Limit Line S3° -15' W 1775.4' thence along City Limit Line S40° 36' W 614.5' thence S54°-W 200.0' to SW Corner of Lebanon Housing Authority Project 17-7 property, thence N3°-52'E 390.28', thence N84° -45' W 45.0', thence N6°-30'E 293.3', thence N87°- 34'W 705.0' thence Southwesterly approximately 300' to a Northwesterly corner of above noted property, thence N90°-45' W 140.8', thence N2°-30' E. 289.7', thence N71°-26' W. 21.9', thence N5°-31'E 57.8', thence N27°-28'W 43.7', thence Northwesterly 780' to Northwesterly corner of Phillip Sweatt property, thence Easterly along Northerly line of said property 276', thence Northerly along Westerly line of Woolard, Bone, and Lea properties 147' to Southeasterly corner of Finley Thompson property, thence Westerly along Southerly line of said property 55' to Southwesterly corner of said property, thence Northerly along Westerly line of said property 68' to Southerly margin of E. Main Street (U.S. Highway 70N,) thence along Southerly margin of said street Easterly 173' to offset in said margin, thence S2°-W 18.5' to Southerly margin of widened U. S. Highway 70N, thence along Southerly and Southeasterly margin of said Highway as follows- S88°E40.6', thence on arc of curve (R-417') 348.1', thence N 44° 10' E 863.5', thence on arc of curve (R-1875') 580' to point of beginning, said property containing 69.9 acres, more or less.

1. (A). New land uses are shown on the Project Area Plan, and consist of: Single-Family Residential or Two-Family Residential; Commercial and Public.

(1) All land, except for the Park and Recreation Area, and that part of the land designated by Lebanon Housing Authority as housing for the Elderly Area, South of the frontage along U. S. Highway 70N, is to be used for residential purposes.

(2) All land within the project area and fronting along the Southerly side of U. S. Highway 70-N is to be used for Commercial Purposes.

(3) None of the area is to be used for Heavy Industrial Purposes.

(4) As indicated on the Project Area Map, the lands bounded by Bluebird Road, on the North, Beard Avenue on East; Newbell and McGregor Streets on the West, and the Public Housing Project Tenn. 17-7, on the South, is hereby designated for public use as a park and recreation area.

(B) Off-street parking facilities to serve the Commercial parcels and the residential parcels will be provided by the re-developer, as required under deed restrictions and public laws.

2. Zoning Plan

Certain minor adjustments in the zoning districts limits so as to conform to the Project Area Plan, have been made, or are to be made. These include extending the B-1 district paralleling the U. S. Highway 70N Southwardly about 20 feet, extending the R-1 district along the Westerly boundary adjusting the B-1 District along Wheeler Street.

3. Street and Easement Adjustment Plan.

Streets that are to be vacated and new streets to be dedicated to the City, and new easements that are to be reserved are shown on the Streets and Highways Adjustment Plan.

4. PUBLIC Utilities Plan.

All sites in the Area will be served with public sewers, water, gas and electricity. Street lighting and storm drainage will be provided in the streets or in easements on properties. The tentative locations and sized for all utilities to be provided are shown on the Public Utilities Plan.

5. Regulations and Controls to be Enforced in the Urban Renewal Area

The Urban Renewal Plan will be made effective by the imposition of restrictive covenants as set forth herein, or in the deeds and contracts of sale or lease, and by applicable public regulations adopted and enforced by the City of Lebanon, Tennessee. In addition to boundary adjustments, the following variations will be made in requirements of the Zoning Ordinance, or have already been made, as they apply to property within the Urban Renewal Area.

(A) Article VIII, Paragraph 1. 15-Change to Read as follows: All business, service or processing shall be conducted wholly within a completely enclosed building, except for automobile parking, and/or off-street servicing.

(B) Article VIII, Paragraph 1. 22-Change Minimum Requirements, for Front; Side and Rear yards to the Following.

(1) Front Yard

Where all the frontage between two intersecting streets is located in a B-1 District, there shall be a front yard of not less than ten (10) feet. Where the frontage is located partly in any R. District, and partly in the B-1 District, the front yard requirements of the "R" District shall apply to the B-1 District.

(2) Side Yard

Where the side yard of a lot in the "B-1" District abuts upon the side of a lot in any "R" District, there shall be a side yard to conform with the side yard requirements of the adjacent "R" District. In all other cases a side yard for a commercial building shall not be required.

(3) Rear Yard

In the case of a reversed corner lot where the rear of a lot in a B-1 District abuts upon the side of a lot in any "R" District, there shall be a rear yard of not less than fifteen (15) feet, provided further that where a public alley separates the rear of the lot in the "B-1" District, no rear yard for a commercial building shall be required. In all other cases, a rear yard for a commercial building shall not be required.

No accessory building or buildings shall be allowed in the required rear yard area of any lot occupied by any building containing business uses.

Article VIII, Paragraph 1. 23- Omit entirely.

CONTROLS ON ALL PROJECT LANDS

1. Private restrictions and covenants to be imposed upon all project lands, whether designated for Commercial Use, Public Use, Single-Family or Two-Family Residential Use are as follows:

(A) Easements are established for the purposes designated, and in the locations shown on the Project Area Plan.

(B) In any case where the restrictions and covenants are more restrictive than existing codes and regulations, the covenants and restrictions shall govern without question; in cases where existing codes and regulations are more restrictive than are the restrictions and covenants, the existing code and regulation shall govern without question.

(C) The right is reserved by the Lebanon Housing Authority to review and approve the redeveloper's Plans and Specifications with respect to use, height, bulk and type of construction as well as provisions for off-street parking, loading and unloading areas. Such approval will be in addition to those required by existing codes and regulations and will not relieve the redeveloper of the responsibility for securing the proper approvals and permits from appropriate public authorities.

(D) Restrictions and covenants to be imposed upon project lands shall be enforceable injunctively until January 1, 1968.

CONTROLS FOR COMMERCIAL USES

In addition to the private covenants and restrictions set forth above, all lands designated for Commercial Use shall be subject to the following:

(A) All lands are restricted from Residential use and from Commercial Uses and Industrial Uses which constitute a hazard to the safety of the Public or other uses which may be objectionable because of emission of smoke, odor, dust, or noise, as determined by the Housing Authority, including but not limited to, the following:

(1) Acid manufacture; cement, lime, gypsum, or plaster of paris manufacture; distillation of bones and glue manufacture; explosives manufacture or storage; fat rendering and fertilizer manufacture; garbage, offal, or dead animals, reduction or dumping, petroleum, refining; abattoir; stockyard; coal or lumber yards; electric welding; grist and flour mills; junk, scrap paper, or storage; auto wrecking; gasoline, oil, or alcohol storage.

(B) Off-street parking, including access to the parking spaces, is to be provided by the redeveloper on his parcel or on other land, owned or leased and controlled by the redeveloper, within 200 feet of said parcel. Requirements follow: (One parking space is defined as not less than 200 square feet in area per space, not including area for access to the space)

(1) All uses permitted except office, restaurant, and supermarket- minimum of one (1) parking space for each two hundred (200) square feet of building net floor area accessible to customers in making retail purchases;

(2) Office use- minimum of one (1) parking space for each two (2) hundred square feet of building net floor area occupied by offices;

(3) Restaurant use- minimum of one (1) parking space for each six (6) seats available for serving customers.

(4) Super market or retail uses attracting approximately the same density of customers minimum of three (3) parking spaces for each two hundred (200) square feet of net floor area accessible to customers in making retail purchases.

(C) Off-street loading and unloading space for truck service to the buildings is to be provided by the redeveloper to meet his specific need, and such plan for

compliance with this provision shall be subject to approval by the Housing Authority.

(D) All uses of lots to be sold to individuals for Commercial uses shall comply with the following:

1. Yard requirements; front yard or set-back line 10 feet minimum; rear yard- 0 feet minimum; set-back from side streets shall be as indicated on the project area map 20 feet.
2. Minimum lot size: 8000 square feet.
3. Minimum lot frontage: 50 feet.
4. Maximum height of structures: 35 feet.
5. There shall be only one structure located on a lot. No accessory buildings shall be allowed.
6. Maximum building area 87% of lot area, provided proper parking spaces are supplied elsewhere.
7. Minimum building area: 2200 square feet.
8. Structures shall comply with the following construction in addition to any requirements of other building regulations:
 Foundations- concrete block, stone or concrete walls, concrete block or brick or brick veneer on all walls.
9. No sign or billboard or form of advertisement shall be allowed on any portion of the property, with the exception that face signs may be constructed and maintained on the front or sidewalks of any structure or on the roof thereto provided the same is attached permanently thereto. No owner, lessee or occupant of the property shall use or permit to be used any portion of this property for signs, billboards, displays, or other forms of advertising, other than those connected with his, hers or its own operations thereon.
10. No part of any lot between the building set back lines and the property lines shall be used for permanent or temporary storage of materials or equipment. This restriction shall not apply to off-street parking for vehicles.
11. No resubdivision of any lot or parcel of land into smaller lots shall be made by any grantee, his, hers, or its successors or assigns.

CONTROLS FOR SINGLE-FAMILY OR TWO FAMILY RESIDENTIAL USES

In addition to the private covenants and restrictions herein-before set forth and defined as applicable to all project lands, all lands designated for single-family residential use or two-family residential use shall be subject to the following:

- (A) All land shall be used for single-family residential and two-family residential purposes only.
- (B) All use of lots to be sold to individuals for residential use shall comply with the following:
 1. Yard requirements: Front yard, 30' minimum; rear yard, 30' minimum; side yard minimum 5 feet one side and 9 feet on other yard (accessory buildings 5 feet from any side line except street line). Side street setbacks shall be 50% of the setback along the side street.
 2. Minimum lot size-9000 square feet.
 3. Minimum lot width at building line -60 feet.
 4. Maximum height of structures: 35 feet or 2-1/2 stories for principal building and one story for accessory buildings.
 5. Separate accessory buildings may only be located in the rear yards and on corner lots shall comply with the setback line for principal buildings that front

the side street, and shall be 5 feet from any other property line:

6. There shall be only one structure used for dwelling purposes and not more than two dwelling units in any one structure.

7. Maximum building area for dwelling structures- 30% of lot area.

8. Maximum building area for accessory buildings 25% of the rear yard area.

9. Off-street parking- East lot shall be provided with one parking space of 200 square feet for each dwelling unit, stone or paved surface, and accessible to a street. Such parking spaces may not be located in the front yard. (Space between building setback line and street r. o. w. line.)

10. Residential structures shall comply with the following:

Foundation- Block or stone.

Walls - Brick, brick-veneer, frame and asbestos sidings.

11. Minimum footage of dwelling space per dwelling unit shall be not less than 900 square feet. The floor area shall be computed within the outside perimeter of all exterior walks and supports under roof, but excluding carports, garages, porches and other portions attached to the main structure.

CONTROLS FOR PUBLIC USE

In addition to the private covenants and restrictions hereinbefore set forth and defined as applicable to all project lands, all lands designated for public use shall be subject to the following:

1. Park and Recreational Area- The park and recreational area shall be limited to the uses of a park and recreational nature as sponsored by the City of Lebanon, Tennessee.

These uses shall include but will not necessarily be limited to the following:

- 1. Picnic areas, tables and outdoor cooking facilities.
- 2. Playground and playground equipment.
- 3. Swimming pools, bath-houses and showers.
- 4. Baseball diamonds, football fields, basketball courts, volley ball courts, tennis courts, golf courses, bleachers and related concessions.

Concession stands and activities shall be accessory to the foregoing uses and shall be regulated by the City of Lebanon for compliance with all applicable codes and ordinances.

In addition to the forgoing restrictions all uses and structures shall comply with the following:

Minimum setback from any street line for buildings shelters, bleachers- 50 feet.

Minimum setback from any street line for ball game fields- 100 feet.

Minimum setback from any street line for back stops- 50 feet.

Maximum height of any structure- 24 feet.

Provision for off-street parking - 100 parking spaces at 200 square feet per space, exclusive of access.

2. Lands will become assessable for tax purposes as vacant land upon purchase and will become assessable as to land and improvements in accordance with regularly established practices within the City of Lebanon, County of Wilson.

3. No tax abatement or tax concessions will be granted to the redevelopers purchasing lands in the area.

4. In the sale or lease of Project Disposal Units, the Lebanon Housing Authority hereby includes, as a part of these restrictions and covenants, and will, in its contracts and deeds, other instruments, include such terms as required to obligate the

purchasers and their successors to:

(A) Devote the parcels owned by them to and only to the uses specified in the Urban Renewal Plan;

(B) Diligently prosecute the construction of the improvements agreed upon in the disposition contract and to begin and complete such improvements within a reasonable time as determined in the contract (This obligation, however, will not be made applicable to mortgagees);

(C) Make no change in such improvements after completion of their construction that are not in conformity with this plan;

(D) Not effect or execute any agreement, lease, conveyance, or other instrument whereby any parcels in the Area owned by them are restricted upon the basis of race, religion, color, or national origin in the sale, lease, or occupancy thereof. (This obligation is to be effective without limitation as to time, regardless of any termination date provided with respect to any other provisions of this Plan);

(E) Not to assign contract rights, or to resell or otherwise transfer the land or interests therein purchased by them, prior to the completion of the improvements thereon, without the approval of the Lebanon Housing Authority, and except on a basis satisfactory to the Lebanon Housing Authority; and not to speculate in or with respect to such land.

LEBANON HOUSING AUTHORITY

By: Pierce W. Dodson
Chairman

ATTEST:

James Rhea Clemmons
Secretary

STATE OF TENNESSEE

COUNTY OF WILSON

Personally appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, Pierce W. Dodson and James Rhea Clemmons, with each of whom I am personally acquainted, and who, upon oath, acknowledged themselves to be Chairman and Secretary, respectively, of Lebanon Housing Authority, the within named Bargainor, a corporation, and that they, as such Chairman and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as such Chairman and Secretary.

Witness my hand and official seal at office in Lebanon, Tennessee, on this the 29th day of March, 1962.

My commission expires: 7-17-65

Filed March 30, 1962 at 8:20 A.M.

Recorded March 31, 1962

Vincent Cason
Notary Public



Johnnie Spickard
JOHNNIE SPICKARD, REGISTER

I hereby certify that we are the owners of the property herein and that we have obtained the plan of subdivision with our consent, we advise the minimum building lines and dedicate all streets, alleys, walks, parks and other open areas to public or private use as noted hereon.

W. J. ...
 J. ...

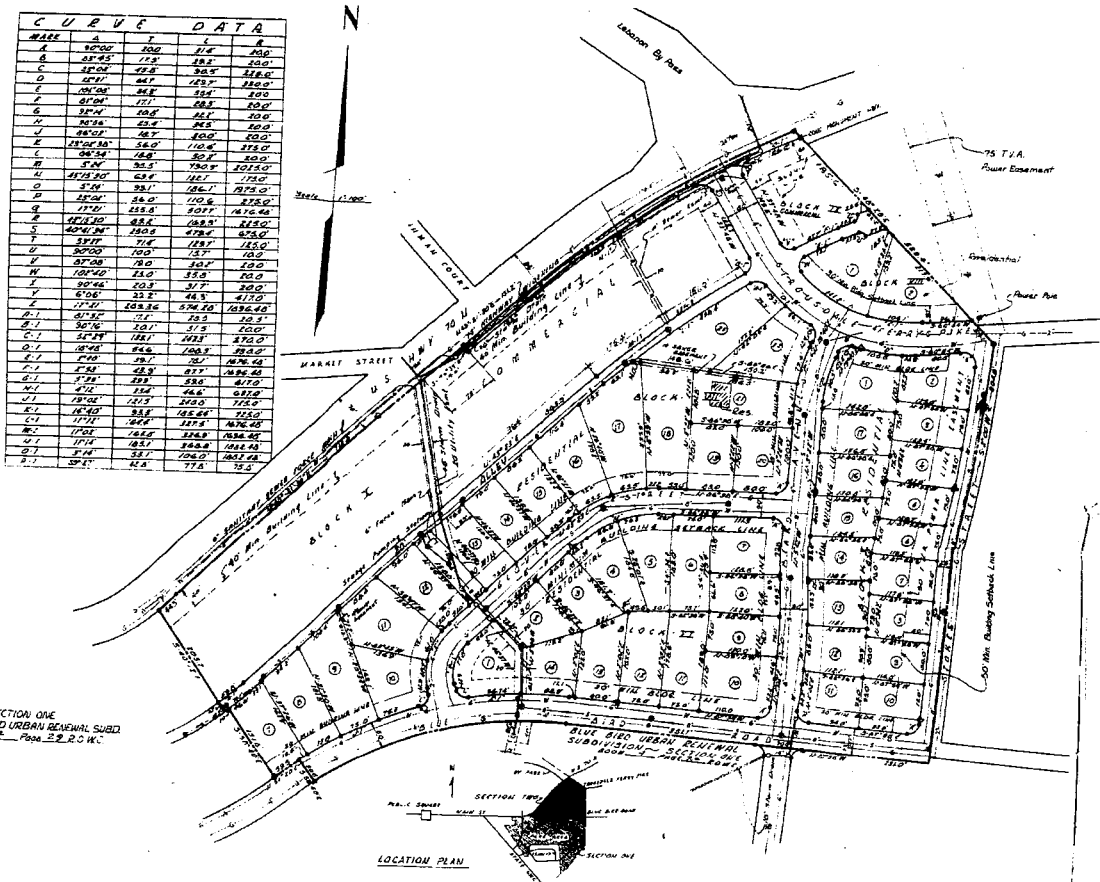
VERIFICATION OF WATER & SEWER SYSTEMS
 I hereby certify that the water supply and sewer disposal utility systems installed or proposed for installation in the subdivision plot shown on this plan conform with the requirements of the Tennessee State Health Dept. and are hereby approved as shown hereon.

VERIFICATION OF THE APPROVAL OF DEEDS AND UTILITIES
 I hereby certify that all deeds, utility easements and other improvements herein shown are in accordance with the requirements of the City of Lebanon, Tennessee, and that the same have been duly recorded in the amount of \$... as shown hereon and that the same have been duly recorded in the amount of \$... as shown hereon.

VERIFICATION OF APPROVAL FOR RECORDING
 I hereby certify that the subdivision plot shown herein conforms to the requirements of the City of Lebanon, Tennessee, and that the same have been duly recorded in the amount of \$... as shown hereon and that the same have been duly recorded in the amount of \$... as shown hereon.

VERIFICATION OF ACCURACY
 I hereby certify that the plan shown and recorded herein is true and correct survey as to accuracy required by the Lebanon City Planning Commission and that the same have been duly recorded in the amount of \$... as shown hereon and that the same have been duly recorded in the amount of \$... as shown hereon.

CURVE	A	T	L	R
A	100.0	100.0	100.0	100.0
B	100.0	100.0	100.0	100.0
C	100.0	100.0	100.0	100.0
D	100.0	100.0	100.0	100.0
E	100.0	100.0	100.0	100.0
F	100.0	100.0	100.0	100.0
G	100.0	100.0	100.0	100.0
H	100.0	100.0	100.0	100.0
I	100.0	100.0	100.0	100.0
J	100.0	100.0	100.0	100.0
K	100.0	100.0	100.0	100.0
L	100.0	100.0	100.0	100.0
M	100.0	100.0	100.0	100.0
N	100.0	100.0	100.0	100.0
O	100.0	100.0	100.0	100.0
P	100.0	100.0	100.0	100.0
Q	100.0	100.0	100.0	100.0
R	100.0	100.0	100.0	100.0
S	100.0	100.0	100.0	100.0
T	100.0	100.0	100.0	100.0
U	100.0	100.0	100.0	100.0
V	100.0	100.0	100.0	100.0
W	100.0	100.0	100.0	100.0
X	100.0	100.0	100.0	100.0
Y	100.0	100.0	100.0	100.0
Z	100.0	100.0	100.0	100.0
AA	100.0	100.0	100.0	100.0
AB	100.0	100.0	100.0	100.0
AC	100.0	100.0	100.0	100.0
AD	100.0	100.0	100.0	100.0
AE	100.0	100.0	100.0	100.0
AF	100.0	100.0	100.0	100.0
AG	100.0	100.0	100.0	100.0
AH	100.0	100.0	100.0	100.0
AI	100.0	100.0	100.0	100.0
AJ	100.0	100.0	100.0	100.0
AK	100.0	100.0	100.0	100.0
AL	100.0	100.0	100.0	100.0
AM	100.0	100.0	100.0	100.0
AN	100.0	100.0	100.0	100.0
AO	100.0	100.0	100.0	100.0
AP	100.0	100.0	100.0	100.0
AQ	100.0	100.0	100.0	100.0
AR	100.0	100.0	100.0	100.0
AS	100.0	100.0	100.0	100.0
AT	100.0	100.0	100.0	100.0
AU	100.0	100.0	100.0	100.0
AV	100.0	100.0	100.0	100.0
AW	100.0	100.0	100.0	100.0
AX	100.0	100.0	100.0	100.0
AY	100.0	100.0	100.0	100.0
AZ	100.0	100.0	100.0	100.0



SECTION TWO
BLUE BIRD URBAN RENEWAL
SUBDIVISION

CITY OF LEBANON, TENNESSEE

LEBANON HOUSING AUTHORITY

Scale: 1"=100'

- LEGEND**
- City Boundary
 - Streets
 - Utility Lines
 - Water Main
 - Sanitary Sewer
 - Storm Sewer
 - Drainage
 - Proposed

WILSON COUNTY, TENNESSEE
 Filed For Record This 1st Day of ... 1963
 Book ... Page ... R.O.W.C. 70m
 Declaration of Restrictions
 Recordation Book ... Page ... Date ... R.O.W.C. 70m

Sheet 1 of 2

March 14, 1963
 Job No 35-43

BLOCK NO	LOT NO	LOT AREA	CLASSIFICATION	REMARKS
V	1	13,806	RESIDENTIAL	Sec Two Blue Bird Sub
	2	12,806		
	3	3,681		
	4	3,408		
	5	3,403		
	6	3,606		
	7	3,686		
	8	3,633		
	9	3,606		
	10	10,201		
	11	10,206		
	12	3,606		
	13	3,766		
	14	10,225		
	15	10,418		
	16	10,810		
	17	11,223		
		175,280	TOTAL AREA BLOCK V	
VI	1	12,016	RESIDENTIAL	Sec Two Blue Bird Sub
	2	10,300		
	3	11,872		
	4	12,216		
	5	13,016		
	6	13,200		
	7	12,766		
	8	3,133		
	9	10,060		
	10	12,841		
	11	12,823		
	12	12,128		
	13	12,724		
	14	10,227		
		171,588	TOTAL AREA BLOCK VI	
VII	1	11,728	RESIDENTIAL	Sec Two Blue Bird Sub
	2	12,888		
	3	13,100		
	4	12,801		
	5	12,824		
	6	12,206		
	7	11,200		
	8	11,820		
	9	11,761		
	10	14,726		
	11	12,234		
	12	12,211		
	13	9,880		
		148,420	TOTAL AREA BLOCK VII	
VIII	1	6,000	RESIDENTIAL	Pumping Station Lot
	2	247,075		
		253,075	TOTAL AREA BLOCK VIII	
IX	1	26,556	COMMERCIAL	COMMERCIAL
	2	253,253		
ROADWAY	228,074		Public Streets	
	TOTAL		1,132,452	Sq. Ft. — 25.998 ACRES

Filed for Record This 15 Day of Jan 1963
 at 8:00 O'clock
 Noted in Vol. Book 15 Page 209
 Recorded in Plat Book 1 Page 58
 In the Registrar's Office for
 Wilson County, Tennessee
 On this 15 Day of Jan 1963
J. S. [Signature] Registrar

NOTE:
 All Certificates and Approvals
 Also Apply To This Sheet

WILSON COUNTY TENNESSEE
 Filed for Record This 15 Day of Jan 1963
 Book 15 Page 209 R.W.C. Tenn.

(Blue Bird Urban Renewal Sub.)
 atty: John [Signature] Wilson Co. Reg.

TABULATION SHEET
**BLUE BIRD URBAN RENEWAL
 SUBDIVISION**
 CITY OF LEBANON TENNESSEE
 LEBANON HOUSING AUTHORITY
 owner & developer

Sheet No 2 of 2

3-4-63
 JOA No. 35-63

Trust Deed of Conveyance, see Deed Book 186, page 27.

LEBANON HOUSING AUTHORITY.,

TO.....DEED

O.T. FRITH REALTY CO., INC.,

STATE OF TENNESSEE, CITY OF LEBANON, COUNTY OF WILSON.,

THIS INDENTURE, made and entered into this 23rd day of February, 1967, between the Lebanon Housing Authority, hereinafter referred to as the "Local Public Agency," of the City of Lebanon, Tennessee, and O.T. Frith Realty Company, Inc., hereinafter referred to as the "Purchaser".

WITNESSETH: That the Local Public Agency, for and in consideration of the sum of Three Thousand & 00/100 Dollars (\$3,000.00), in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the Purchaser, the following real estate, described as follows:

Situate in the 10th Civil District of Wilson County, Tennessee, that certain parcel of land designated as Block VII, Parcel 11, 12, 13, 14 and 15, Bluebird Road, Redevelopment Area, Project Tennessee R-6, as shown on the plat of record in the Register's Office of Wilson County, Tennessee, in Plat Book 4, Page 29, to which reference is here made for a more detailed description of said lots.

This conveyance is made subject to setback lines and easements affecting said lots as shown on the aforesaid recorded plat.

✓ This conveyance is made subject to the following easements and covenants, restrictions and reservations which are hereby made and declared covenants running with the land, to-wit:

1. GENERAL COVENANTS:

A. The covenants running with the land set forth and particularized in the Local Public Agency's Restrictions and Covenants, recorded in Trust Deed Book 193, Page 102, in the Office of the Register of Deeds for Wilson County, Tennessee.

B. Purchaser shall commence work on the improvements not later than One Hundred eighty (180) days from the date of this instrument and shall diligently prosecute such, and shall complete the improvements within 360 consecutive calendar days from the date of this instrument.

C. Promptly after completion of the improvements in accordance with the approved plans and provisions of this instrument, the Local Public Agency shall furnish Purchaser an appropriate instrument certifying to the satisfactory completion of the improvements. Such certification shall be in a form recordable in the Office of the Register of Deeds for Wilson County, Tennessee.

D. The Purchaser agrees for itself, its successors and assigns, to or of the property or any part thereof, that the Purchaser and such ~~Purchasers~~ or assigns shall:

(1) Not discriminate upon the basis of race, creek, color or national origin in the sale, lease, or rental or in the use or occupancy of the property or any improvements erected or to be erected thereon or on any part thereof; and this covenant shall be a covenant running with the land and shall be binding to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by (a) the Local Public Agency, its successors and assigns, (b) the City of Lebanon, Tennessee, and any successor in interest to the property, or any part thereof, (c) the owner of any land, or of any

interest in such land, within the Project Area which is subject to the land use requirements and restrictions of the Urban Renewal Plan, and (d) the United States, against the purchaser, its successors, and assigns and every successor in interest to the property, or any part thereof or interest therein, and any part in possession or occupancy of the property or any part thereof.

In amplification, and not in restriction of, the provisions of Sections 1-A and 1-D(1) it is intended and agreed that the Local Public Agency and its successors and assigns shall be deemed beneficiaries of the covenants provided in Sections 1-A and 1-D (1) hereof, and the United States shall be deemed a beneficiary of the Covenant provided in Section 1-D(1) hereof, both for and in their or its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such covenants have been provided. Such covenants shall run in favor of the Local Public Agency and the United States, for the entire period during which such covenants shall be in force and effect, without regard to whether the Local Public Agency or the United States has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such covenants relate. The Local Public Agency shall have the right, in the event of any breach of any such covenants, and the United States shall have the right in the event of any breach of the covenant provided in Section 1-D(1) hereof, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of covenant, to which it or any other beneficiaries of such covenant may be entitled.

2. SPECIAL COVENANTS:

A. The Redeveloper has entered into an Agreement with the Local Public Agency concerning the redevelopment of this land and the terms and conditions of said Agreement are made a part hereof by reference.

B. In the event that subsequent to conveyance of the Property or any part thereof to the Redeveloper and prior to completion of the Improvements as certified by the Local Public Agency.

(1) the Redeveloper (or successor in interest) shall default in or violate its obligations with respect to the construction of the improvements (including the nature and the dates for the beginning and completion thereof), or shall abandon or substantially suspend construction work, and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within three (3) months (six months (6), if the default is with respect to the date for completion of the Improvements) after written demand by the Local Public Agency to do so; or

(2) the Redeveloper (or successor in interest) shall fail to pay real estate taxes or assessments on the Property or any part thereof, when due, or shall place thereon any encumbrance or lien unauthorized to be made, or any materialmen's or mechanic's lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory

to the Local Public Agency made for such payment, removal, or discharge, within ninety (90) days after written demand by the Local Public Agency so to do; or

(3) there is, in violation of the Agreement, any transfer of the Property or any part thereof, or any change in the ownership or distribution of the stock of the Redeveloper, or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, and such violation shall not be cured within sixty (60) days after written demand by the Local Public Agency to the Redeveloper, then the Local Public Agency shall have the right to re-enter and take possession of the Property and to terminate and re-vest in the Local Public Agency the estate conveyed by the Deed to the Redeveloper, it being the intent of this provision, together with other provisions of the Agreement to Redevelop that the conveyance of the Property to the Redeveloper shall be made upon the condition subsequent to the effect that in the event of any default, failure, violation, or other action or inaction by the Redeveloper specified in subsections (1), (2), (3) of this Section B, failure on the part of the Redeveloper to remedy, end, or abrogate such default, failure, violation, or other action or inaction, within the period and in the manner stated in such subsections, the Local Public Agency at its option may declare a termination in favor of the Local Public Agency of the title, and of all the rights and interests in and to the Property conveyed by this Deed to the Redeveloper, and that such title and all rights and interests of the Redeveloper, and any assigns or successors in interest to and in the Property shall revert to the Agency:

Provided, that such condition subsequent and any re-vesting of title as a result thereof in the Local Public Agency.

(a) shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way, (i) the lien of any mortgage authorized by the Agreement to Redevelop and (ii) any rights or interests provided in the Agreement to Redevelop for the protection of the holders of such mortgages; and

(b) shall not apply to individual parts or parcels of the Property (or, in the case of parts or parcels leased, the leasehold interest) on which the Improvements to be constructed thereon have been completed in accordance with the Agreement to Redevelop and for which a certificate of completion is issued therefor as provided in Section 1.C hereof.

TO HAVE AND TO HOLD the said bargained premises unto the Purchaser, together with all singular the rights, members and appurtenances thereof to the same in any manner, belonging or appertaining to the only proper use, and behoof of the Purchaser forever, in FEE SIMPLE.

And the Local Public Agency will warrant and forever defend the right and title thereof in the Purchaser against the claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the Local Public Agency has executed and delivered these presents, under its seal, the day and year first shown above.

LEBANON HOUSING AUTHORITY

BY: Pierce W. Dodson
Chairman



ATTEST:

Jas. R. Clemmons
Secretary

STATE OF TENNESSEE

COUNTY OF WILSON

Personally appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, Pierce W. Dodson, and James Rhea Clemmons, with each of whom I am personally acquainted, and who, upon their several oaths, acknowledged themselves to be Chairman and Secretary, respectively, of Lebanon Housing Authority, the within named bargainor, a corporation, and that they, as such Chairman and Secretary, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by themselves as such Chairman and Secretary.



Witness my hand and official seal at office in Lebanon, Tennessee, on this 24th day of Feb., 1967.

E.H. McClintock, Jr.,
Notary Public

My commission expires 1-15-68.

IN WITNESS OF the acceptance of the herein recited covenants, restrictions, and reservations, the Purchaser has hereunto set its hand.

O.T. Frith
Purchaser

STATE OF TENNESSEE

COUNTY OF WILSON

Personally appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, the within named bargainor O.T. Frith, with whom I am personally acquainted and who acknowledged the execution of the foregoing instrument for the purposes therein contained.



Witness my hand and official seal at office in Lebanon, Tennessee, on this 27 day of Feb., 1967.

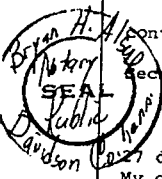
Bryan H. Alsup
Notary Public

My commission expires May 20, 1968.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority, a Notary Public, in and for the State and County aforesaid, _____ and _____, with each of whom I am personally acquainted, and who, upon their several oaths, acknowledged themselves to be President and Secretary, respectively, of O.T. Frith Realty Company, Inc., a Tennessee corporation, and that they, as such President and Secretary, respectively, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as such President and Secretary, respectively.



Witness my hand and official seal at office in Nashville, Tennessee, on this the _____ day of Feb., 1967.

My commission expires: May 20, 1968.

Filed and recorded March 1, 1967, at 8:00 P.M.

Bryan H. Alsup
Notary Public.
Johnnie Spickard Register.,