

Real Estate Auction

Montvue Farm

259 Acres on the Tennessee River

Sub-Divided Into 13 Tracts

12 Tracts Being Sold Absolute



**2976 Riverview Rd.
Lenoir City, TN**

Saturday, May 24th at 10:30 A.M.



DISCLAIMER

This Bidder's Information Packet is solely intended to provide interested parties with preliminary information only and is not a solicitation of offers and does not constitute an offer to sell. The delivery of this material to any person shall not create any agency relationship between such person and Furrow Auction Company. The information included herein is believed to be correct, but it is not guaranteed; some of the information furnished is from outside sources deemed to be reliable but is not certified as accurate by the seller or Furrow Auction Company. All of the information contained herein is subject to corrections, errors and omissions. All bids must be based on the bidder's own investigation of any property offered herein and not on any representations made by any selling broker or any other party. Neither seller or Furrow Auction Company makes any representation or warranty, express or implied, with respect to the property identified herein, and the property is being sold in an "AS-IS, WHERE-IS, WITH ALL FAULTS" condition except as specifically stated in the purchase and sale contract.

All prospective bidders are specifically advised to refrain from exclusive reliance on the information provided herein as a basis for making a bid on the property. Prospective purchasers are further encouraged to conduct a personal inspection of the property which they contemplate purchasing.



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Executive Summary



Executive Summary

Property Address	2976 Riverview Rd., Lenoir City, TN
Map/Parcel ID	Loudon County 026 78.01 026 68.00 026 66.00 026J A 1.00 026J A 2.00 026G A 7.00 026 78.02
Square Footage*	Approximately 4,700 s.f.
Acreage	Approx. 259 Acres Sub-Divided into 13 Tracts
Year Built	Home was built in 2005
Zoning	R-1 Suburban Residential District
Utilities	Electric – Lenoir City Utilities Board Water – Lenoir City Utilities Board Gas – Lenoir City Sewer – Not Available
Estimated Annual Real Estate Taxes	Estimated Total Loudon County Real Estate Taxes: \$7,116.79 <i>BUYER IS RESPONSIBLE FOR PRO-RATA SHARE OF CURRENT YEAR TAXES</i> <i>SELLER IS RESPONSIBLE FOR ANY BACK TAXES</i> <i>SELLER IS RESPONSIBLE FOR ROLLBACK TAXES</i>
Terms	10% Buyers Premium - Successful bidders will deposit 10% of the purchase price (including Buyer's Premium) on sale day in the form of cash, certified check or wire, personal or company check, plus a real estate contract must be signed. Balance is due in certified funds at closing. CLOSING MUST TAKE PLACE WITHIN 20 DAYS. LAST POSSIBLE CLOSING DATE IS BY END OF DAY ON FRIDAY, JUNE 13th, 2014. NO EXTENSIONS AVAILABLE. Sale day announcements control terms of auction. Acreage and square footage believed to be

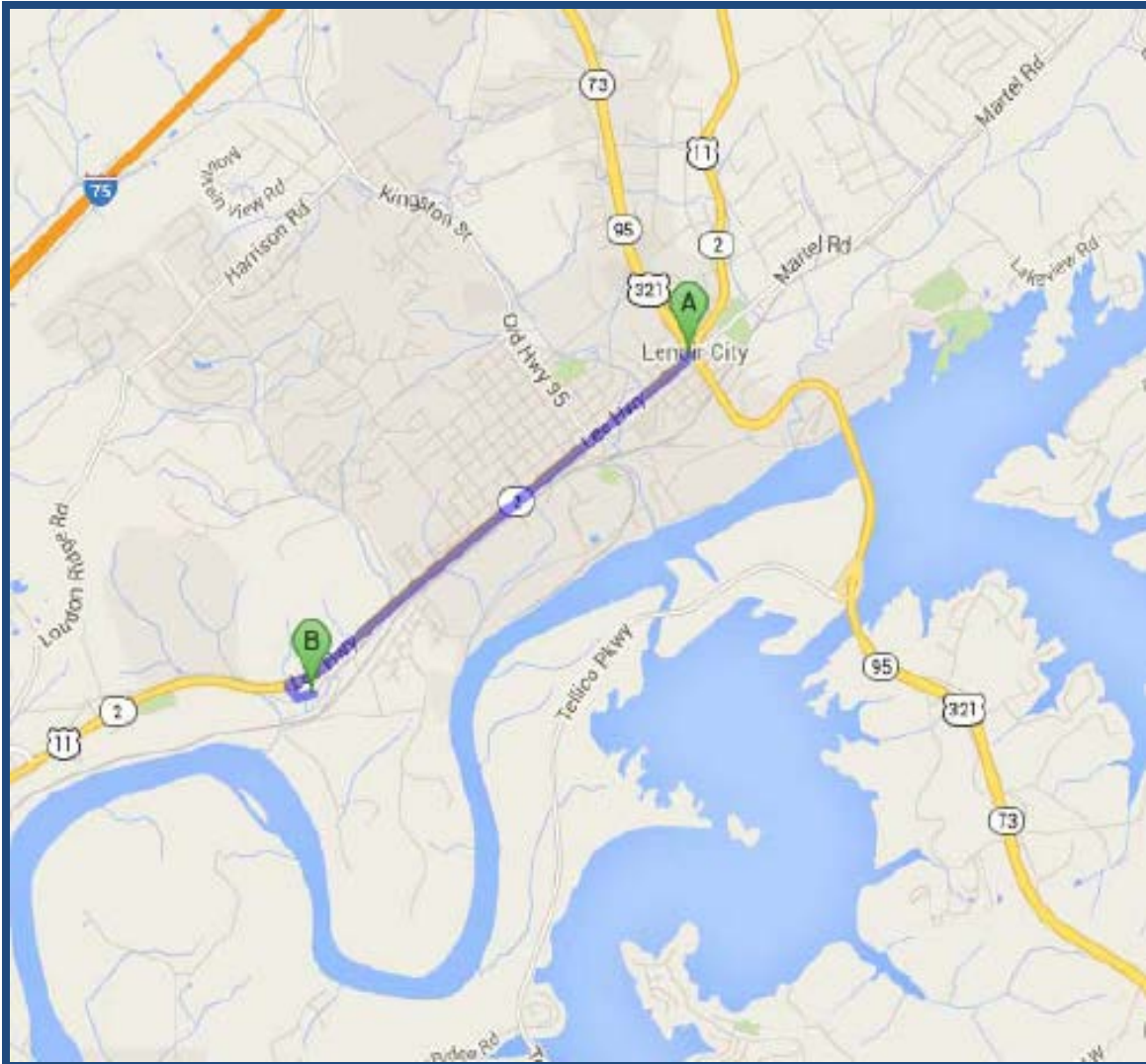


FURROW AUCTION COMPANY

1022 Elm Street ~ Knoxville, Tenn. 37921 ~ 1-800-4FURROW ~ License # 62

Location Map





Directions: In Lenoir City from the Intersection of US-11 and Hwy 321 Travel Southwest on US-11 for 2.4 miles. Turn Left onto Industrial Park Road and travel 0.1 miles. Take your Second Right onto Riverview Road and travel 1.1 miles to the property.



FURROW AUCTION COMPANY

1022 Elm Street ~ Knoxville, Tenn. 37921 ~ 1-800-4FURROW ~ License # 62

Sale Day Procedures



Sale Day Procedures

**Auction Information
Real Estate Auction
259 Acres Sub-Divided Into 13 Tracts
2976 Riverview Rd.
Lenoir City, TN
Saturday, May 24th, 10:30 A.M.**

Registration begins at 9:45 A.M. – Auction commences at 10:30 AM

Furrow Auction Company would like to thank you for your interest in our auction. You may contact Furrow Auction Company with any questions you may have regarding the property or the auction process. Our phone number is 800-4FURROW. Please do not hesitate to call if you need any information.

VIEWING THE PROPERTY:

By Appointment

Open House Dates: Sat., May 10: 12:00 pm – 4:00 pm
Sun., May 11: 1:00pm – 4:00 pm
Sat., May 17: 12:00 pm – 4:00 pm
Sun., May 18: 1:00 pm – 4:00 pm

REAL ESTATE CONTRACT AND BIDDER CARD:

Please read the Sale Day Contract and Bidder Card in advance of the auction, have your attorney review it and become very familiar with it. If you have any questions, please consult your attorney. A sample contract and bidder card has been provided for you in this packet.

AUCTION FORMAT:

All bidding is open to the public.

In the event you are the successful high bidder, please see our staff at the auction registration table to sign the Sale Contract.



TERMS:

1. **A 10% BUYER'S PREMIUM:** will be added to the winning bid price. For example: If the high bid price is \$500,000, the buyer's premium of 10% (\$50,000) will be added to the bid. The total purchase price is \$550,000.
2. **10% DOWN DAY OF SALE:** A required 10% down payment will be collected at the sale. For example: If the high bid price is \$500,000 the buyer's premium of 10% (\$50,000) will be added to the bid. The 10 % Down Payment of the \$550,000 total purchase price to be collected (\$55,000).
3. **TITLE INSURANCE:** There has been a title commitment prepared on the property and is enclosed in this packet. Title insurance can be purchased from this commitment by the buyer, but will not be provided by the seller or Furrow Auction Company.
4. **CLOSING DATE:** The Closing Date shall be **NO LATER THAN 20 DAYS AFTER THE AUCTION. MONDAY, APRIL 21st, 2014.** At which time the Buyer shall pay the balance of the purchase price in certified funds along with other closing related costs. **No extensions are available.**
5. **THIS PROPERTY SOLD IN IT'S "AS IS, WHERE IS WITH ALL FAULTS" CONDITION WITH NO WARRANTIES EITHER IMPLIED OR EXPRESS EXCEPT WARRANTY OF TITLE.**
6. Sale day announcements control terms of auction. Acreage and square footage believed to be accurate, but not guaranteed.



Estimated Buyer Cost Summary



Buyer Cost Summary

Buyer's Premium: Buyer pays commission in addition to bid price. 10%
(Example: If high bid is \$500,000 buyer actually pays \$550,000)

Title Insurance: If the Buyer elects to purchase a Title Insurance Policy, At Cost
the cost is the responsibility of the buyer.

Average Cost:

\$100.00 for the first \$1,000.00 of coverage.

\$5.50 per thousand or fraction thereof from \$1,000.01 up to and including \$100,000.00.

\$2.50 per thousand or fraction thereof from \$100,000.01 up to and including \$1,000,000.00

\$2.00 per thousand or fraction thereof from \$1,000,000.01 up to and including \$5,000,000.00

\$1.50 per thousand or fraction thereof from \$5,000,000.01 up to and including \$10,000,000.00

\$1.25 per thousand or fraction thereof from \$10,000,000.01 up to and including \$15,000,000.00

\$1.00 per thousand or fraction thereof from \$15,000,000.00.

Taxes: Buyer is responsible for pro-rata share of current year taxes: \$7,116.79
est. total

SELLER IS RESPONSIBLE FOR ANY BACK TAXES

SELLER IS RESPONSIBLE FOR ROLLBACK TAXES

Recording Fees: At Cost
Recording of Warranty Deed
Transfer taxes

Closing Fee: Buyer shall be responsible for one-half (1/2) of the title company's fee. At Cost
Approx. \$150
Per Closing

***All estimations made in the Buyer Cost Summary are estimations only
and the actual buyer costs are subject to change.**



Tax Information



Tax Information

According to the Loudon County Trustees Office, the current annual county real estate taxes owed are as follows:

Property 026 078.01:

Loudon County: \$2,066.55

Property 026J A 001.00:

Loudon County: \$54.95

Property 026 078.02:

Loudon County: \$3,425.04

Property 026J A 002.00:

Loudon County: \$56.29

Property 026 068.00:

Loudon County: \$383.74

Property 026G A 007.00:

Loudon County: \$243.02

Property 026 066.00:

Loudon County: \$447.62

Property 026G A 010.00:

Loudon County: \$439.58

TOTAL = \$7,116.79

For more information Please feel free to contact the Loudon County Trustee Office at (865) 458-3103 or visit their website at <http://www.loudoncounty.com/trustee.htm>

***Buyer is responsible for pro-rated share of current year property taxes**

***Back/Delinquent Taxes will be paid by seller.**



Zoning Information



Zoning Information

According to the Loudon County Planning and Zoning Office the property is zoned:

R-1 Suburban Residential District

For additional information, please feel free to contact the Loudon County Planning and Zoning Office at 865-458-4470 or visit their website at <http://planningandcodes.loudoncounty-tn.gov/>



these changes, the standards of the Tennessee Department of Public Health have been met.

5. Maximum Lot Coverage: Main farm or agricultural accessory buildings shall cover no more than five (5) percent of the total land area. Permitted none-agricultural uses, both principal and accessory, shall cover no more than thirty (30) percent of the total land area.

6. Lot Width: No lot shall be less than one hundred (100) feet wide at the building setback line.

7. Height Requirement: No building shall exceed three (3) stories or thirty-five (35) feet in height, except as provided in Article 6, Section 6.030.

8. Parking Space Requirements: As regulated in Article 4, Section 4.010.

5.043. R-1 Suburban Residential District

A. District Description

The R-1, Suburban-Residential District, is intended to provide areas which are suitable for low-density single and multiple-family residential development. This district is particularly suitable for areas adjacent or near urban areas, where an adequate public water supply or public wastewater service is available. The principle uses of land range from single-family to multi-family apartment uses. The following regulations shall apply in the R-1 Suburban Residential District as defined on the Zoning Map of Loudon County, Tennessee:

B. Uses Permitted

In the R-1, Suburban-Residential District, the following uses and their accessory uses are permitted:

1. Detached single-family dwellings.
2. Rooming and boarding houses.
3. Prefabricated dwelling.
4. Mobile home.
5. Customary home occupation as regulated in Article 4, Section 4.040.
6. Duplexes.

C. Uses Permitted as Special Exceptions:

In the R-1, Suburban-Residential District, the following uses and their accessory uses may be permitted as special exceptions after review and approval in accordance with Article 7, Section 7.060.

1. Churches and other places of assembly.
2. Educational institutions.
3. Public and private recreation facilities.
4. Utility facilities necessary for the provision of public services.
5. Planned unit developments as regulated in Article 4, Section 4.080.
6. Mobile home parks, subject to the provisions of Article 4, Section 4.100.
7. Cemeteries subject to the provisions of Article 5, Section 4.120.
8. Government buildings and community centers.
9. Multi-family dwellings. In order to provide for the orderly development of multi-family housing in areas conducive to such development the following specifications and guidelines shall be followed in granting a special exception:

Multi-family dwellings shall be:

- a. located adjacent to arterials and/or collector roads;
- b. served by public utility water and an approved wastewater treatment facility (i.e., septic system or public wastewater system);
- c. located near areas of intense urban activity and necessary community facilities;
- d. designed to provide permanent open and recreational space for residents;
- e. designed to meet the area requirements as stated in Subsection 4. Land Area;
- f. located in areas where the use will not conflict with the character of the surrounding area.

Approval of an apartment complex consists of a two stage process, a preliminary approval for a site selection and a final approval consisting of a site design. A site plan shall be submitted with the following information:

- a. The site location of the proposed use/structure including a location map and the scale of such a map.
 - b. Drainage system plan to include but not limited to the location of enclosed storm sewers and appurtenances, open channels, and swales on property lines and/or back lot lines, and contour lines at five (5) foot intervals.
 - c. Size and dimensions of the proposed building(s) and a drawing of all setbacks.
 - d. Parking area design, number of parking spaces, and design of those spaces.
 - e. Location of any signage and the dimensions of such sign(s) which will advertise the use of the buildings.
 - f. Location and design of all entrances and exits onto a public road.
10. Daycare Centers – To serve up to 12 clients with no more than two (2) employees. *(Approved by County Commission 10/6/03)*

D. Uses Prohibited:

In the R-1, Suburban-Residential District, all uses except those uses specifically permitted or permitted upon approval as a special exception by the Board are prohibited.

E. Dimensional Regulations:

All uses permitted in the R-1, Suburban-Residential District, shall comply with the following requirements except as provided in Article 6:

1. Front Yard: The minimum of the front yard shall be thirty (30) feet.
2. Rear Yard: The minimum depth of the rear yard shall be twenty-five (25) feet for the principal structure and five (5) feet for any permitted accessory structure. . (Amended by Loudon County Commission 12/3/07)

3. Side Yard: The side yard shall be a minimum of fifteen (15) feet for one and two-story structures, plus five (5) additional feet of side yard for each additional story over two, and five (5) feet for any permitted accessory structure. (Amended by Loudon County Commission 12/3/07)
4. Land Area: No lot or parcel of land shall be reduced in size to provide separate lots or building sites of less than 20,000 square feet in area. Where there is an existing lot of record of less than 20,000 square feet, at the time of adoption of this Resolution, this lot may be utilized for the construction of one single-family dwelling, providing the lot in question has a public water supply and providing that said lot of record is not less than 7,500 square feet in area.

On lots or parcels of land where multiple-family dwellings are constructed, the following area requirements and definitions shall apply except as regulated in Article 4, Section 4.080, (planned unit developments):

<u>Number of Dwelling Units</u>	<u>With Public Water and Sanitary Sewers</u>	<u>With Public Water but without Public Wastewater</u>
1	20,000 sq. ft.	20,000 sq. ft.
2	25,000 sq. ft.	30,000 sq. ft.
3	30,000 sq. ft.	35,000 sq. ft.
4	35,000 sq. ft.	40,000 sq. ft.
More than 4 units	3,500 sq. ft. for each unit over 4	Not permitted unless on-site treatment units (i.e., package plants) are used, 30,000 sq. ft. for each unit over 4

Dwelling, Attached - A dwelling with one or more party walls, or one party wall in the case of a dwelling at the end of a group of attached dwellings.

Dwelling, Multiple-Family - Two or more attached dwelling units.

*The Board of Zoning Appeals may increase the lot size requirement if a soils analysis or percolation tests as required by the Loudon County Sanitarian indicate a potential problem with subsurface sewage disposal.

F. Cluster Development Option

Purpose: The cluster development option is established to encourage clustering of residential development promoting more creative design options based on the size, shape, natural resources of a site; constraints which have direct implications for development. The primary purpose of the option is to maintain open space, preservation of natural environmental features and enhance design which may not be practical under traditional development standards. This option shall not apply within the 1st and 4th civil districts up to the Tennessee River and Little Tennessee River which are primarily rural in character.

Objectives:

- * Maintain the same density standards of the district
- * Promote connection to public sewage systems to reduce environmental impacts
- * Reduce construction and maintenance costs (public and private)
- * Enhance opportunities for creative design
- * Encourage design which utilizes open space as part of the development

Requirements: The following general requirements are established for developments utilizing the cluster development option:

- * Minimum lot area shall not be less than 15,000 sq. ft.
- * Required connection to public sewage system.
- * Establishment of association/entity to supervise and maintain open space.
- * Open space shall be integrated throughout the development, including sensitive environmental areas and identified as part of the subdivision approval process.
- * Minimum setback requirements: front-25 feet, side-15 feet, rear-20 feet.
- * Minimum lot width at the building setback line shall not be less than 100 feet.
- * Paved sidewalks, not less than 4 feet in width and located not less than 6 feet from the edge of the roadway.
- * Density shall be based on the total developable land area less 20% for infrastructure. The total number of lots or density shall be determined based on a 20,000 sq. ft. scenario.

1. Maximum Lot Coverage: On any lot or parcel of land, the area occupied by all buildings including accessory buildings may not exceed forty (40) percent of the total area of such lot or parcel or the buildable area of said lot as defined by the front, side, and rear yard setbacks, whichever is less.
2. Lot Width: No lot shall be less than one hundred (100) feet wide at the

building setback line.

3. Height Requirement: No building shall exceed three (3) stories or thirty-five (35) feet in height, except as provided in Article 6, Section 6.030.
4. Parking Space Requirement: As regulated in Article 4, Section 4.010.

School Information



School Zoning Information

According to Sarah with the Loudon County School District, the property is zoned for the following schools:

Eaton Elementary School – Grades K-5

North Middle School – Grades 6-8

Lenoir City High School – Grades 9-12

For more information please feel free to contact the Loudon County School District at 865-458-5411 or visit their website at <http://www.loudoncounty.org/>



Utility Information



Utility Information

Available Utilities:

Electricity/Water/Natural Gas: LCUB

Water / Electric / Natural Gas – According to Herbert Sarten with Lenoir City Utilities Board they are the suppliers of water, electric, and natural gas to this address. The cost associated with transferring service to a new owner would be deposit of up to \$300.00 and an \$80.00 connection fee. For more information please feel free to contact Lenoir City Utilities Board at (865) 986-6591 or visit their website at www.lcub.com

Septic – The property is currently being serviced by a septic tank. According to Herbert Sarten there is no sewer available to this area and Lenoir City Utilities Board does not have any plans to extend service to this area. For more information please feel free to contact LCUB at 865-986-6591 or visit their website at www.lcub.com





200 DEPOT STREET
P.O. BOX 449
LENOIR CITY, TENNESSEE 37771
TELEPHONE (865) 986-6591
WWW.LCUB.COM

March 24, 2014

Mr. Radcliff
Furrow

RE: Wastewater Availability

Mr. Radcliff,

This letter has been generated at your request concerning availability of wastewater service for property at 1423 Huntsville Hollow. I am sorry to inform you that at this time wastewater service in the form of Sanitary Sewer lines are not available for this property. Lenoir City Utilities Board does not have existing plans to extend any wastewater in your area. If LCUB can be of further assistance please do not hesitate to contact us.

Thanks,

A handwritten signature in blue ink, appearing to read "Herbert D. Sarten II".

Herbert D. Sarten II
Manager of Water, Wastewater & Gas



March 31, 2014

Mr. Herbert Sarten
Water and Wastewater Manager
Lenoir City Utilities Board
200 Depot Street
P.O. Box 449
Lenoir City, TN 37771

Re: Sanitary Sewer Service to Browder Bend Property

Dear Herbert:

In accordance with your request, Fulghum, MacIndoe, & Associates, Inc. has completed a preliminary study for the referenced project as it relates to extending sanitary sewer to undeveloped property situated in the Browder Bend area of Watts Bar Lake (see attached map). The subject property is bound to the east by Riverview Road, Watts Bar Lake to the south and west, and the existing railroad south of Broadway to the north.

As we understand, this property would most like be developed into residential housing units. Based on the Lenoir City Quadrangle, it appears that most of the site drains to the south and west towards Watts Bar Lake. The nearest sanitary sewer to this site is located at Browder Hollow Road/West Broadway. Since the subject site is lower in elevation to the existing sanitary sewer infrastructure, a pump station and force main would be required to serve this area.

The pump station would be located at the lowest point of the subject property and the force main would need to extend from the proposed pump station to the north and east, then connect to the existing gravity sewer near Nell Tuck Pump Station. Based on the parcel size (approximate 293 acres), we estimate that a 6-inch force main (minimum) would be required to serve this property. A conceptual location for the proposed pump station and force main is shown on the attached map.

A preliminary opinion of probable project costs is shown below:

Browder Bend Property Sewer Extension Opinion of Probable Project Costs				
Description	Estimated Quantity	Unit	Unit Cost	Total Cost
6-inch force main	8,000	LF	\$45	\$360,000
Duplex Submersible Pump Station	1	LS	\$200,000	\$200,000

Mr. Herbert Sarten

March 31, 2014

Page 2 of 2

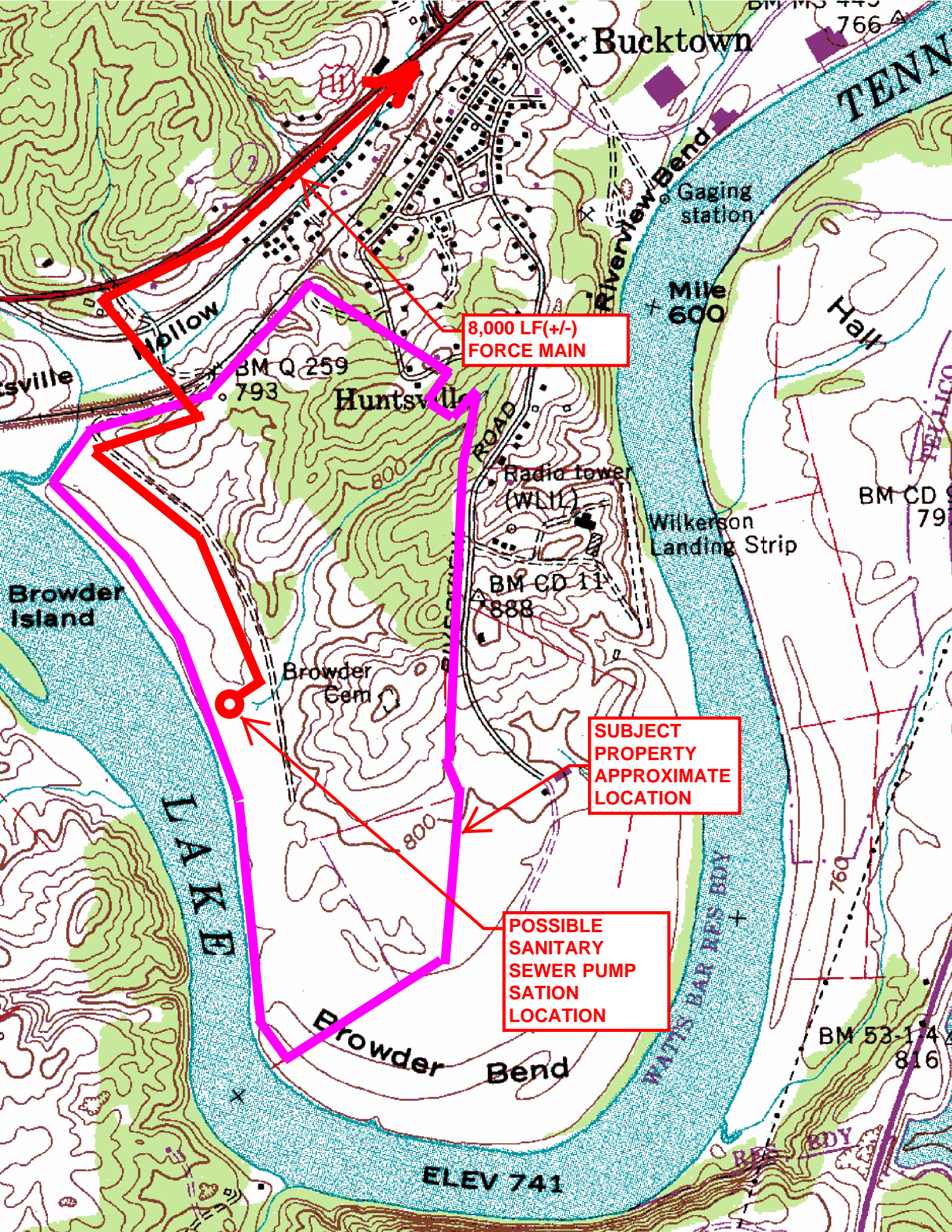
Subtotal	\$560,000
Contingency at 15%	\$84,000
Total Opinion of Probable Construction Costs	\$644,000
Engineering and Construction Administration	\$130,000
Total Opinion of Probable Project Costs	\$774,000

If you have any questions or comments, please do not hesitate to contact me or Mike MacIndoe.

Sincerely,



Jack Southard, Jr., P.E.



Bucktown

TENN

Gaging station

Mile 600

Hell

8,000 LF(+/-)
FORCE MAIN

BM Q 259
793

Huntsville

Radio tower
(WLL)

Wilkerson
Landing Strip

BM CD 11
793

BM CD 11
7888

Browder
Gem

SUBJECT
PROPERTY
APPROXIMATE
LOCATION

POSSIBLE
SANITARY
SEWER PUMP
SATION
LOCATION

LAKE

Browder Bend

ELEV 741

BM 53-14
816

REE (RDY)

Title Commitment



Old Republic National Title Insurance Company

Commitment Number: 140569

SCHEDULE A

1. Commitment Date: April 1, 2014 at 08:00 AM
2. Policy (or Policies) to be issued: Amount
 - (a) Owner's Policy (ALTA Own. Policy (06/17/06))
Proposed Insured:
TO BE DETERMINED (IN AMOUNT TO BE DETERMINED)
 - (b) Loan Policy (ALTA Loan Policy (06/17/06))
Proposed Insured:
3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by
John L. Montgomery, Jr. AND John L. Montgomery, Jr. and wife, Gale B. Montgomery, as to their
respective interests
4. The land referred to in the Commitment is described as follows:
SEE EXHIBIT A ATTACHED HERETO

Tennessee Valley Title Insurance Co.

By: Tracey M. Axtell

Tracey M. Axtell

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(140569.PFD/140569/3)

Old Republic National Title Insurance Company

Commitment Number: 140569

**SCHEDULE B - SECTION I
REQUIREMENTS**

The following requirements must be met:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. Payment of all premiums and charges for policies, endorsement and services.
3. Furnish a properly executed Owner's Affidavit on attached form.
4. Furnish an accurate, current survey and surveyor's inspection report on attached form.
5. Payment of taxes as follows:

TRACT ONE:

CLT #026GA-007.00

2013 Loudon County - Past due and delinquent in amount of \$266.00 (April rate).

TRACT TWO:

CLT #026-078.01

2013 Loudon County - Past due and delinquent in amount of \$2,262.00 (April rate).

CLT #026-078.02

2013 Loudon County - Past due and delinquent in amount of \$3,748.00 (April rate).

CLT #026-068.00

2013 Loudon County - Past due and delinquent in amount of \$420.00 (April rate).

CLT #026JA-002.00

2013 Loudon County - Past due and delinquent in amount of \$62.00 (April rate).

CLT #026JA-001.00

2013 Loudon County - Past due and delinquent in amount of \$60.00 (April rate).

CLT #026-066.00

2013 Loudon County - Past due and delinquent in amount of \$490.00 (April rate).

NOTE: The above tax information has been supplied by the Loudon County Trustee's Office. You should verify the above tax amounts with this office to satisfy yourself that these amounts are accurate, and that there are no other taxes due on subject property.

Commitment Number: 140569

SCHEDULE B - SECTION I
Continued)

6. Cancellation and release of record the Deed of Trust from John L. Montgomery, Jr. and Gale Montgomery, to J. Michael Winchester, Trustee for First Tennessee Bank National Association, in the original amount of \$2,000,000.00, dated March 17, 2008, and recorded in Book T970, page 111; as modified in Book T1051, page 400, Book T1085, page 549, Book T1101, page 164, Book T1118, page 812, Book T1162, page 187, Book T1183, page 695, Book T1201, page 321 and Book T1206, page 857, all in the Register's Office for Loudon County, Tennessee.
7. Cancellation and release of record the Deed of Trust from John L. Montgomery, Jr. and Gale Montgomery, to J. Michael Winchester, Trustee for First Tennessee Bank National Association, in the original amount of \$499,000.00, dated March 17, 2008, and recorded in Book T970, page 124, in the Register's Office for Loudon County, Tennessee.
8. Release of record the Memorandum of Negative Pledge Agreement between John L. Montgomery, Jr. and wife, Gale Montgomery, and FSGBank, National Association, dated April 30, 2010, and recorded in Book T1063, page 596, in the Register's Office for Loudon County, Tennessee.
9. Cancellation and release of record the Deed of Trust from John L. Montgomery, Jr. and wife, Gale B. Montgomery, to Robert L. Davon, Trustee for FSGBank, in the original amount of \$760,000.00, dated July 25, 2012, and recorded in Book T1161, page 27; as modified in Book T1171, page 118, both in the Register's Office for Loudon County, Tennessee.
10. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:
 - a. Properly executed and acknowledged Deed from John L. Montgomery, Jr. and wife, Gale B. Montgomery, vesting fee simple title in purchaser(s) to be determined.

Old Republic National Title Insurance Company

Commitment Number: 140569

**SCHEDULE B - SECTION II
EXCEPTIONS**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof, but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. The dower, curtesy, homestead, community property, or other statutory marital rights, if any, of the spouse of any individual insured.
3. Rights or claims of parties in possession not shown by the public records.
4. Easements, or claims of easements, not shown by the public records.
5. Any discrepancies, conflicts, encroachments, servitudes, shortages in area and boundaries or other facts which a correct survey would show.
6. 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.
7. Taxes and/or assessments levied or assessed against the subject property pursuant to the provisions of TCA 67-5-601, et seq., which have not been assessed and are not payable, as of the date of this Policy.

NOTE: Upon receipt of satisfactory Owner's Affidavit as required under Schedule B - Section 1, then Items 3 and 6 hereinabove may be amended and/or deleted.

NOTE: Upon receipt of satisfactory survey and surveyor's inspection report as required under Schedule B - Section 1, then Items 4 and 5 hereinabove may be amended and/or deleted.

8. Taxes for the year 2014, and all taxes for subsequent years.

AFFECTS TRACT TWO:

9. Grant of Easement from John Browder and wife, Reece R. Browder, to the United States of America dated January 6, 1942, of record in Deed Book 42, page 509, in the Loudon County Register of Deeds Office, as same may affect the subject property.
10. Declaration of Taking by the United States of America dated January 27, 1942, of record in Deed Book 43, page 56, in the Loudon County Register of Deeds Office, as same may affect the subject property.
11. Final Decree in Cause No. 357 in the United States District Court for the Eastern District of Tennessee in that case styled as "United States of America v. John Browder, et al." entered June 3, 1942, in Deed Book 43, page 370, in the Loudon County Register of Deeds Office, as same may affect the subject property.

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(140569.PFD/140569/3)

Commitment Number: 140569

SCHEDULE B - SECTION II
(Continued)

12. Easement granted by John Browder to Southern Bell Telephone & Telegraph Company dated September 11, 1942, of record in Deed Book 44, page 1, in the Loudon County Register of Deeds Office, as same may affect the subject property.
13. Clearance Permit granted to Southern Bell Telephone & Telegraph Company dated July 14, 1954, of record in Deed Book 57, page 339, in the Loudon County Register of Deeds Office, as same may affect the subject property.
14. Rights of the United States of America, the State of Tennessee, and the public in and to that portion of the subject property lying below the high water mark of the Tennessee River, as same may affect the subject property.
15. Declaration of Easements and Covenants Affecting Land, dated November 27, 2002, by and between John R. Browder and wife, Betty L. Browder, Jerry F. Browder and wife, LaVaun M. Browder, and Marjorie Browder Millsaps, unmarried, and EX-AT, Inc., of record in Deed Book 271, Page 877, in the Loudon County Register of Deeds Office.
16. Rollback taxes as may be assessed against the subject property by virtue of that Application for Greenbelt, dated March 31, 1995, of record in Trust Book 352, Page 694, and that Application for Greenbelt, dated April 14, 1983, of record in Trust Book 190, Page 485, both in the Loudon County Register of Deeds Office.
17. This policy does not insure access to the property over the existing railroad crossing over the Norfolk Southern Railroad.
18. Rights of others in and to the Browder cemetery property and access thereto.
19. Terms and conditions of the Access and Utility Easement by and between Edward J. Browder and wife, Rachel Browder and John R. Browder and Jerry F. Browder, dated November 27, 2002, of record in Deed Book 271, Page 814, in the Loudon County Register of Deeds Office.
20. Terms and conditions of that agreement between the Southern Railway Company and John R. Browder, dated November 20, 1933, of record in Deed Book 38, Page 16, in the Loudon County Register of Deeds Office, as same may affect the subject property.
21. Matters depicted or disclosed by map of record in Map Cabinet E, Slide 43, in the office of the Loudon County Register of Deeds.
22. Covenants and restrictions filed of record in Deed Book 248, page 47, Deed Book 248, page 444, Deed Book 244, page 842, and Deed Book 248, page 880, all in the office of the Loudon County Register of Deeds, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607, of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.



Commitment Number: 140569

SCHEDULE B - SECTION II
Continued)

23. Matters depicted or disclosed by map of record in Map Cabinet E, Slides 9 and 10, in the office of the Loudon County Register of Deeds.
24. Declaration of Easement dated May 30, 2000, recorded in Book D252, page 804, as corrected in Book D253, page 405, both in the Register's Office for Loudon County, Tennessee.
25. Matters depicted or disclosed on survey of

Old Republic National Title Insurance Company

Commitment Number: 140569

EXHIBIT A
PROPERTY DESCRIPTION

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

TRACT ONE:

SITUATED in District Two (2) of Loudon County, Tennessee, and in what is called Huntsville (near Lenoir City), and bounded and described as follows:

BEGINNING on an iron pin in the northwest right of way line of the Old Lenoir City-Loudon Pike now known as the Huntsville Road and corner to Yearwood; thence with line of Yearwood North 54 deg. 37 min. West, 128.8 feet to an iron pin; thence with a severance line running parallel to the Lee Highway and 100 feet from the southeast right of way line thereof, North 53 deg. 00 min. East, 82.6 feet to an iron pin; thence with a severance line, South 57 deg. 29 min. East, 124.2 feet to an iron pin in the northwest right of way line of Old Pike; thence with right of way line, South 54 deg. 06 min. West, 88 feet to the point of BEGINNING.

BEING the same property conveyed to John L. Montgomery, Jr. and wife, Gale B. Montgomery by Substitute Trustee's Deed from Robert G. Hinton, Substitute Trustee, dated December 17, 2004, and recorded in Book D290, page 748, in the Register's Office for Loudon County, Tennessee.

TRACT TWO:

THE LEGAL DESCRIPTION WILL BE PROVIDED UPON RECEIPT OF CURRENT SURVEY.

BEING the same property conveyed by the following deeds:

- (1) Quitclaim Deed to John L. Montgomery, Jr., dated September 26, 2003, and recorded in Book D279, page 49;
- (2) Warranty Deed to John L. Montgomery, Jr. and wife, Gale B. Montgomery, dated November 27, 2002, and recorded in Book D271, page 821;
- (3) Warranty Deed to John Montgomery, Jr., dated August 20, 2004, and recorded in Book D287, page 611; and
- (4) Substitute Trustee's Deed to John L. Montgomery, Jr. and Gale B. Montgomery, dated May 30, 2000, and recorded in Book D310, page 419;

Plat Map & Proposed Subdivision



TVA Water Use Facility Information



David B. Harbin

From: "Duffey, Janet L" <jlduffey@tva.gov>
To: "David B. Harbin" <harbin@bhn-p.com>
Sent: Thursday, December 19, 2013 11:25 AM
Subject: RE: Browder Farm Discussion

As I read the layout, it appears that the 500 year is above the TVA flowage easement boundary, correct? No structures except private water use facilities will be considered, so this would indicate that you would not need to consider an abandonment.

Each lot will require its own application and fee. Each application fee is \$500 for private individual lots. Private facilities are limited to 1000 sq feet and must be at least 50 feet apart. A good rule of thumb is to establish a 25' setback for the facilities from each lot line, then you will meet it. Each facility must be completely contained on property you own. In other words, the extent of the facility must not extend over the property line in the water.

The community facility application fee is \$1000 plus full cost recovery of the environmental and programmatic review. Community facility sizes are limited to 1000 sq feet for every 100 feet of shoreline in the community lot. A public notice is typically required for community facilities.

As we discussed previously, there are navigation restrictions, cultural concerns (cemetery, Indian mounds, etc.), and other potential issues at this location. I fully expect that there will be an extensive environmental review required.

Let me know if you have questions.

--Janet

From: David B. Harbin [mailto:harbin@bhn-p.com]
Sent: Thursday, December 19, 2013 10:07 AM
To: Duffey, Janet L
Subject: Re: Browder Farm Discussion

Janet:

Attached is the last revised layout. We have made the lots considerable larger. I think my client is comfortable with building above the TVA flowage easement and the 500 year flood fringe.

For the dock application.. What are the fees? Is it a single application for the entire development or individual applications for each dock? May we have one area with a common dock for the lots without lake frontage?

David

----- Original Message -----
From: Duffey, Janet L
To: 'David B. Harbin'
Sent: Wednesday, December 18, 2013 3:00 PM
Subject: RE: Browder Farm Discussion

David,
During our last telephone conversation, I told you that we would accept applications for docks, but abandonment of any flowage easement rights below the 500 year elevation would not be considered. You

3/14/2014

**BATSON, HIMES, NORVELL & POE**

REGISTERED ENGINEERS & LAND SURVEYORS

4334 PAPERMILL DRIVE
KNOXVILLE, TENNESSEE 37909

Phone: (865) 588-6472

Fax: (865) 588-6473

February 28, 2014

Ms. Janet Duffey
Program Manager
TVA Lenoir City Regional Office
Reservoir Land Use and Permitting
260 Interchange Park Drive
Lenoir City, 37772

Re: Montgomery Farm, TVA 26a

Dear Ms. Duffey:

Enclosed please find the site plan, TVA 26a permit application, the Applicant Disclosure form and a check for \$500.00. This application is to build a fixed wooden dock of 360 square feet on the banks of Watts Bar Lake for proposed Lot 1 of Montgomery Farm.

Please contact me if you have any questions.

Sincerely,

David B. Harbin, P.E., R.L.S.
Batson, Himes, Norvell & Poe

Cc: Dr. John Montgomery

Enc.

DBH/tlh

TVA RESTRICTED INFORMATION

OMB No. 3316-0060
Exp. Date 08/31/2016Section 26a Permit and Land Use Application
Applicant Disclosure Form

By signing the Joint Application Form (Department of Army/TVA) or TVA's Land Use Application and again below, you agree to disclose any business, political, or financial interest that may present an actual or potential conflict of interest with TVA. If a new significant business, political, or financial interest is obtained during the period of the time that the application is under review, you agree to file an additional disclosure.

Disclose if any of the following apply to you (check all that apply ☒). I am:

- ☐ An elected government official
- ☐ A policy making level employee of an entity that regulates TVA or its activities
- ☐ A management level employee of a power customer of TVA
- ☐ A TVA Director
- ☐ A TVA employee
- ☐ An immediate family member of one of the above
- ☐ A representative of a corporation or entity submitting an application and one of the above applies to me. Print entity or corporation name, and identify which of the above applies to you.

- ☐ A representative of a corporation or entity submitting an application and the corporation or entity has partners, investors, or senior management that are one of the above. Print entity or corporation name, and identify the partner(s), investor(s), or senior manager(s) and which of the above applies.

☒ None of the above

Do you have any other business or personal relationships not covered in your answers above that could appear to be a conflict of interest? (check one) Yes ☐ No ☒ If yes, provide more detail here.

By signing this form, you consent to this Applicant Disclosure Form being made available to the public in response to an appropriate request, including, without limitation, a request made under the Freedom of Information Act.

Please sign and return this form with your application package. Your application cannot be processed without receipt of this signed form.

John L. Montgomery Jr
Name of applicant (Printed)

John L. Montgomery Jr.
Signature of Applicant

2/19/14
Date

All applications and communications that occur as part of the application process may be made public to the extent permitted by applicable law, including the Freedom of Information Act and the Privacy Act, and could be reviewed formally by the Office of Inspector General (OIG). All written correspondence regarding your request may be forwarded to the TVA Chief Ethics and Compliance Officer (CECO) and the OIG, and all oral communication between TVA and the applicant regarding this request may be documented and maintained by TVA. Inquiries concerning your application from any person who falls into one of the categories described above will be disclosed to the CECO and OIG.

Privacy Act Statement

This information is being requested in accordance with Sections 4(k), 15d, 26a, and/or 31 of the TVA Act; 40 U.S.C. § 1314; 30 U.S.C. § 185; 16 U.S.C. § 667b; and/or 40 U.S.C. § 483. Disclosure of the information requested is voluntary; however, failure to provide any required information or documents may result in a delay in processing your application or in your application being denied. An application that is not complete will be returned for additional information. TVA uses this information to assess the impact of the proposed project on TVA programs and the environment and to determine if the project can be approved. Information in the application is made a matter of public record through issuance of a public notice if warranted. Routine uses of this information include providing to federal, state, or local agencies, and to consultants, contractors, etc., for use in program evaluations, studies, or other matters involving support services to the program; to respond to a congressional inquiry concerning the application or the applicable program; and for oversight or similar purposes, corrective action, litigation, or law enforcement.

TVA RESTRICTED INFORMATION

JOINT APPLICATION FORM
Department of the Army/TVA

OMB No. 3318-0060
Exp. Date 08/31/2018

The Department of the Army (DA) permit program is authorized by Section 10 of the Rivers and Harbors Act of 1899 and Section 404 of the Clean Water Act (P.L. 98-217). These laws require permits authorizing structures and work in or affecting navigable waters of the United States and the discharge of dredged or fill material into waters of the United States. Section 26a of the Tennessee Valley Authority Act, as amended, prohibits the construction, operation, or maintenance of any structure affecting navigation, flood control, or public lands or reservations across, along, or in the Tennessee River or any of its tributaries until plans for such construction, operation, and maintenance have been submitted to and approved by the Tennessee Valley Authority (TVA).

Name and Mailing Address of Applicant: Dr. John L Montgomery MontVue Farm/Development Company, LLC 1432 Huntsville Hollow Road Lenoir City, Tennessee 37771	Name, Mailing Address, and Title of Authorized Agent: David Harbin Batson, Himes, Norvell & Poe Engineers 4334 Papermill Drive Knoxville, Tennessee 37909
Email Address: jmonty1938@aol.com	Email Address: harbin@bhn-p.com
Telephone Number: Home (865) 986-7677 Office _____ Mobile _____	Telephone Number: Home _____ Office (865) 588-8472 Mobile _____
Facility/Activity Location (include all known information): Address: 1423 Huntsville Hollow Road, Lenoir City, Tennessee 37771	
Subdivision, Lot No., and/or Tax Parcel No.: Tax Map 29 Parcel 98	
Stream Name and Mile: Watts Bar Lake, Log Mile 599	Longitude/Latitude: 84-17°11.93"W 35-45°32.82"N
Application submitted to <input type="checkbox"/> DA <input checked="" type="checkbox"/> TVA	
Date activity is proposed to commence: 4/1/2014	Date activity is proposed to be completed: 7/1/2014

escribe in detail the proposed activity, its purpose and intended use (*private, public, commercial, or other*). Describe structures to be ected including those placed on fills, piles, or floating platforms. Also describe the type, composition, and quantity of materials to be scharged or placed in the water; the means of conveyance; and the source of discharge or fill material. Please attach additional sheets if eeded.

private fixed wooden dock to be constructed for proposed Lot 1 of the Montgomery Farm . See site plan for configuration of dock. Dock
ze is to be 360SF

Application is hereby made for approval of the activities described herein. I certify that I am familiar with the information contained in this application, and that to the best of my knowledge and belief such information is true, complete, and accurate. I further certify that I possess the authority to undertake the proposed activities. I understand that TVA and the U.S. Army Corps of Engineers may contact an Authorized Agent listed above and such Agent may act on my behalf on all aspects of this application. I agree that, if this application is approved by TVA, I will comply with the terms and conditions and any special conditions that may be imposed by TVA. Please advise the U.S. Army Corps of Engineers may impose additional conditions or restrictions.

2/28/14
Date

John L. Montgomery Jr
Name of Applicant (Printed)

John Montgomery Jr.
Signature of Applicant

U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of The United States knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both. The appropriate DA fee will be assessed when a permit is issued.

TVA RESTRICTED INFORMATION

Names, addresses, and telephone numbers of adjoining property owners, lessees, etc., whose properties also join the waterway:
Sam Davis, 417 Eblen Cave Road, Lenoir City, Tennessee 37771

List of previous DA/TVA permits/approvals ☐ DA Permit Number ☐ TVA Date

Previous Property Owner (if known)

Is any portion of the activity for which authorization is sought now complete? ☐ Yes ☒ No (If "Yes" attach explanation)
 Month and year the activity was completed: . Indicate the existing work on the drawings.

List all approvals or certifications required by other federal, interstate, state, or local agencies for any structures, construction, discharges, deposits, or other activities described in this application.

[illegible]

Has any agency denied approval for the activity described herein or for any activity directly related to the activity described herein?
☐ Yes ☒ No (If "Yes" attach explanation)

Project plans or drawings, on paper suitable for reproduction no larger than 11 x 17 inches or in electronic format (dxf, docx, or pdf), must accompany the application. Submit the application to the appropriate TVA and U.S. Army Corps of Engineers offices. An application that is not complete will be returned for additional information.

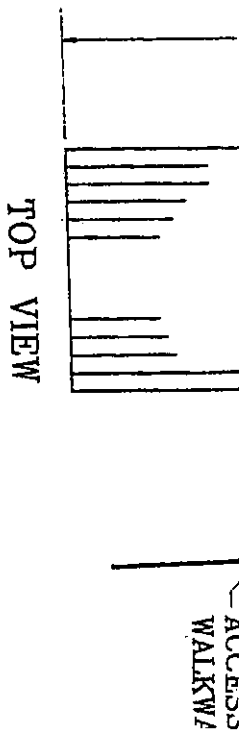
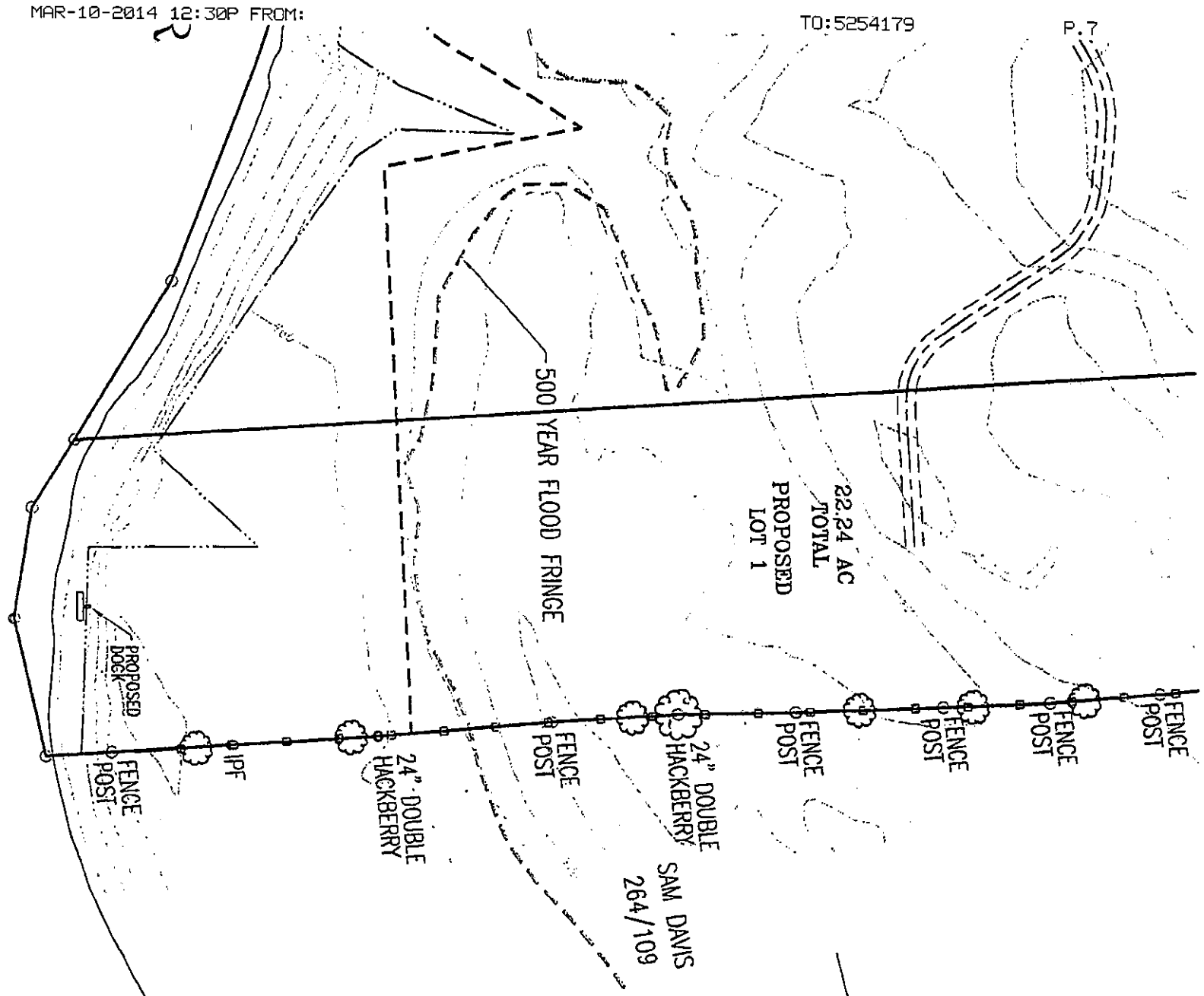
U.S.A.C.E. Offices		TVA Offices	
U.S. Army Corps of Engineers Eastern Regulatory Field Office 501 Adesa Parkway., Suite 250 Lenoir City, Tennessee 37771 (865) 886-7298	U.S. Army Corps of Engineers Savannah District The Plaza, Suite 130 1580 Adamson Parkway Morrow, Georgia 30260-1763 (878) 422-2729	Tennessee Valley Authority Chattanooga Regional Office 1101 Market Street, PSC 1E-C Chattanooga, Tennessee 37402-2801 1-800-882-5263	Tennessee Valley Authority Morristown Regional Office 3728 E. Morris Boulevard Morristown, Tennessee 37813-1270 1-800-882-5263
U.S. Army Corps of Engineers Regulatory Branch 3701 Bell Road Nashville, Tennessee 37214 (615) 369-7500	U.S. Army Corps of Engineers Western Regulatory Field Office 2042 Beltline Road, SW, Bldg C, Suite 415 Decatur, Alabama 35602 (256) 350-5620	Tennessee Valley Authority Gray Regional Office 108 Tri-Cities Business Park Drive Gray, Tennessee 37815 1-800-882-5263	Tennessee Valley Authority Murphy Regional Office 4800 US Highway 64 West, Suite 102 Murphy, North Carolina 28908 1-800-882-5263
U.S. Army Corps of Engineers Norfolk District P.O. Box 338 Abingdon, Virginia 24212 (276) 623-5259	U.S. Army Corps of Engineers Asheville Regulatory Field Office 151 Patton Avenue, Room 208 Asheville, North Carolina 28801-5006 (828) 271-4856	Tennessee Valley Authority Guntersville Regional Office 3686 Alabama Highway 69, CAB 1A-GVA Guntersville, Alabama 35978-7196 1-800-882-5263	Tennessee Valley Authority Muscle Shoals Regional Office Post Office Box 1010, MPB 1H Muscle Shoals, Alabama 35662-1010 1-800-882-5263
		Tennessee Valley Authority Lenoir City Regional Office 280 Interchange Park Drive, LCB 1A-LCT Lenoir City, Tennessee 37772-5864 1-800-882-5263	Tennessee Valley Authority Paris Regional Office 2835-A East Wood Street Paris, Tennessee 38242-5948 1-800-882-5263

TVA RESTRICTED INFORMATION**Privacy Act Statement**

This information is being requested in accordance with Section 26a of the TVA Act as cited on the front page of this form. Disclosure of the information requested is voluntary; however, failure to provide any required information or documents may result in a delay in processing your application or in your being denied a Section 26a permit. An application that is not complete will be returned for additional information. TVA uses this information to assess the impact of the proposed project on TVA programs and the environment and to determine if the project can be approved. Information in the application is made a matter of public record through issuance of a public notice if warranted. Routine uses of this information include providing to federal, state, or local agencies, and to consultants, contractors, etc., for use in program evaluations, studies, or other matters involving support services to the program; to respond to a congressional inquiry concerning the application or Section 26a program; and for oversight or similar purposes, corrective action, litigation or law enforcement.

Burden Estimate Statement

Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Agency Clearance Officer, Tennessee Valley Authority, 1101 Market Street, Chattanooga, Tennessee 37402; and to the Office of Management and Budget, Paperwork Reduction Project (3316-0060), Washington, D.C. 20503.



SIDE ELEVATION

FIXED DOCK

DOCK PERMIT FOR
MONTGOMERY FARM
 MAP 29, PORTION OF PARCEL 9
 MAP 29-L, PARCELS 1 & 2
 LOUDON COUNTY, TENNESSEE

SCALE: 1" = 200' FEBRUARY 19,



BATSON, HIMES, NORVELL & PARTNERS
 REGISTERED ENGINEERS & LAND SURVEYORS
 4334 PAPER MILL DRIVE
 KNOXVILLE, TENNESSEE 37909
 PHONE (865) 588-6472
 FAX (865) 588-6473
 email@bhn-p.com

Proposed Restrictions



**DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR
THE MONTVUE FARM SUBDIVISION**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE MONTVUE FARM**

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
THE MONTVUE FARM
LOUDON COUNTY, TENNESSEE**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE MONTVUE FARM SUBDIVISION ("Declaration") is made, imposed and declared as of this _____ day of _____ 2014, by **JOHN & GALE MONTGOMERY** ("Owner").

WITNESSETH:

WHEREAS, the owner of certain property located in Loudon County, Tennessee,; and

WHEREAS, Owner desires to impose restrictions on said property to govern the use thereof and insure the orderly development and to maintain the value of the same; and

WHEREAS, Owner has caused to be recorded a subdivision plat of THE MONTVUE FARM recorded as Instrument No. _____ in the Loudon County Register's Office, (the "Plat") which shall hereafter be referred to as the "Subdivision."

NOW, THEREFORE, in accordance with the foregoing recitals and premises, Owner hereby declares that the real property as hereafter described, shall be owned, held, used, sold, conveyed and occupied subject to the rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens set forth in, and other provisions of this Declaration, all of which are declared and agreed to be in furtherance of Owner's common plat and scheme for the Subdivision, and the development, sale and improvement of the real property made subject hereto, and which are for the purpose of protecting the value, desirability and attractiveness of such real property and portions thereof hereafter conveyed to others. The rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens set forth in, and other provisions of this Declaration shall run with the real property made subject hereto, and be binding upon and inure to the benefit of all parties having any right, title or interest therein, their respective heirs, personal representatives, successors and assigns.

**SECTION 1 - PROPERTY SUBJECT TO THIS
DECLARATION**

Section 1.1 Subject Property. For purposes of this Declaration, the term "Property" shall initially mean and be a reference to all of the property within THE MONTVUE FARM, which Property is more particularly described as follows:

**(SEE PROPERTY DESCRIPTION ON EXHIBIT "A" ATTACHED HERETO AND
MADE A PART HEREOF)**

The Plat for the Subdivision has been recorded as set forth above and is subject hereto. The property evidenced thereby and denominated thereon shall be deemed subject to the rights, privileges, covenants, conditions, restrictions, and easements, hereinafter set forth in. The use of the term "Lot" herein shall mean only those Lots included within the Property expressly made subject to this Declaration. Each property owner shall own their Lot in fee simple.

Section 1.1(a) Vision Statement. Owner's vision for this Property is that it represents the highest standards of design and construction comparable with the existing home in the subdivision on Lot 1, where Lot owners may enjoy the feeling of living on a beautiful farm.

Section 1.2 Cross-Easements. Owner reserves the right to create cross-easements and to restrict all of the Property according to the terms of this Declaration.

Section 1.3 Definitions.

(a) References to "Structure" in this Declaration shall include, without limitation, any building, residence, garage, fence, wall, antennae, microwave and other receivers and/or transmitters (including those currently called "satellite dishes"), deck, swimming pools, tennis courts and basketball courts.

SECTION 2 - USE RESTRICTIONS

Section 2.1 Primary Use Restrictions.

(a) **Single-Family Residential Use or Agricultural Purposes.**

(i) Except as otherwise expressly provided in this Declaration, no Lot shall be used except for private single-family residential purposes or agricultural purposes. No structure shall be erected, placed or altered or permitted to remain on any Lot except one single-family residence designed for occupancy by one family to include immediate family members (except that any reasonable number of domestic servants living on the premises in accordance with applicable law shall be permitted), not to exceed two and one-half stories in height, unless permitted by applicable law, or except as otherwise provided in this Declaration.

(ii) Each residence on a Lot may include an attached garage or a detached garage with a connecting breezeway (with garage doors) capable of housing at least two (2) vehicles, for the sole use of the owner and occupants of the Lot.

(iii) For purposes of this Declaration, there shall be specifically excluded from the meaning of the phrase "private single-family residential purposes," and shall not be permitted on any Lot within the Subdivision, regardless of whether any of the same would otherwise be permitted by any applicable zoning regulations or other governmental laws, rules and regulations, any uses which constitute or relate to (1) boarding houses, (2) lodging houses, (3) fraternities or sororities, (4) clubs, (5) hotels, (6) residences or homes for social rehabilitation, (7) nursing homes, (8) residences or homes for the aged or infirm, (9) programs with respect to

which admission to residency in or occupancy of the premises is limited to or intended in whole or in part for persons in the custody of the criminal justice system or the juvenile justice system and/or persons engaged in the care, custody, nurturance or supervision of such persons, and (10) any "group home" or other similar use as determined by zoning regulations or other governmental laws, rules, and regulations.

(b) Lease Restrictions. No improved Lot may be leased for a term of less than twelve (12) months and said lease must incorporate by reference the provisions of this Declaration.

(c) Subdivision. All Lot owners have the express right, in their sole discretion, to subdivide, re-plat and/or alter the boundary line of any Lot or Lots they own. Any such division, boundary line change, or replatting of any Lots shall not be in violation of applicable subdivision and zoning regulations and must be approved by local and/or the State of Tennessee Planning Department and by local and/or the State of Tennessee Health Department.

(d) No Time-Shares. No Lot shall be subjected to any time- share program or any similar division of interest or program whereby the right to use of the Lot rotates among members of the program or holders of interests in the Lot on a recurring or reservation basis.

Section 2.2 Nuisances. No noxious or offensive trade or activity shall be conducted or permitted to exist on any Lot, nor shall any Lot owner do anything on any Lot, or otherwise within the Subdivision, which may be or become an annoyance or nuisance to the other residents. The following activities shall constitute nuisances as prohibited herein:

(a) Any activity which emits foul or obnoxious odors or creates noise or other conditions which tend to disturb the peace or threaten the safety of the occupants of other Lots.

(b) Any activity which violates local, state or federal laws or regulations

(c) Pursuit of hobbies or other activities which tend to cause an unclean, unhealthy or untidy condition to exist outside of enclosed structures.

(d) Any noxious or offensive activity which tends to cause embarrassment, discomfort, annoyance, or nuisance to other Lot owners or residents.

(e) Any activities which materially disturb or destroy the wildlife or air quality within the Subdivision;

(f) Conversion of any garage to finished space for use as an apartment or other integral part of the living area of a residence;

Section 2.3 Use of Other Structures and Vehicles.

(a) Restrictions on Structures. No used or previously erected or temporary house shall ever be placed, erected or allowed to remain on any Lot. No structure of a temporary

character shall be permitted on any Lot, except for temporary tool sheds, field offices by a Builder, which shall be removed by Builder when construction or redevelopment on a Lot is completed. Any such temporary structure shall be removed by a Builder within ten (10) days of completion of work.

(b) No Temporary Residences. No bus, mobile home, trailer, camping unit, camping vehicle, motor home, or other vehicle, or outbuilding, basement, tent, shed, shack, garage or barn, or any structure other than the main residence erected on a Lot, shall at any time be used as a residence, temporarily or permanently, on any Lot or otherwise within the Property.

(c) Restrictions on Vehicles and Parking.

(i) Each Lot owner and resident of the Property is hereby advised that any other vehicle determined to be objectionable or unsightly by a majority of Lot owners must upon notice, as applicable, be thereafter kept in a closed garage or basement or removed from the Property.

(ii) No vehicle which is inoperable shall be habitually or repeatedly parked or kept on any Lot (except in the garage) or on any street in the Subdivision.

(d) No Street Parking; No Semi-Tractor Trailers. No motor vehicle or other vehicle shall be continuously or habitually parked on any easement or public right-of-way in the Subdivision, it being the intent of Owner and this Declaration that vehicles be kept in driveways and garages. No semi-tractor trailers, or other large trucks, vans or other vehicles, shall be permitted within the Property, except for limited periods for moving vans being utilized by residents for moving in or out of a residence, and except for such construction or delivery.

Section 2.4 Animals. No more than one head of horse or cattle per 2 acres of land may be raised or kept on property within Subdivision. Unless otherwise provided herein, no animals, including, without limitation, reptiles or poultry of any kind, shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats or other traditional household pets (meaning the domestic pets traditionally recognized as household pets in the Knoxville vicinity) may be kept in the residence or on a Lot, provided they are not kept, bred, or maintained for any commercial or breeding purposes. No animal shall be left on a chain in any yard. It is anticipated that the owners of certain Lots may desire to keep and maintain horses and cattle.

Section 2.5 Clothes Lines; Swimming Pools; Antennae and Receivers/Transmitters; Exterior Lighting.

(a) Clothes Lines. No outside clothes lines shall be erected or placed on any Lot.

(b) Swimming Pools. No above ground swimming pools shall be erected or placed on any Lot, although hot tubs and spas shall be permitted. In-ground swimming pools are allowed but must be enclosed by a fence.

(c) Antennae. No antennae or microwave or other receivers and/or transmitters shall be erected or placed on any residence or any Lot (except for small television antennas or receivers which are concealed and contained wholly within the interior of a residence and which are not viewable outside of such residence through any window or otherwise from any vantage point or elevation). Small satellite dishes, not exceeding twenty four inches in diameter, shall be permitted.

(d) Exterior Lighting. Except for limited seasonal Christmas/Holiday season decorative lights, and attendant displays and decorations, which may be displayed from December 1 of each year through the following January 10.

Section 2.6 Duty to Maintain Lot. From and after the date of purchase of a Lot, each Lot owner shall have the obligation, to perform all normal maintenance on the Lot including, without limitation, mowing (at least 4 times per year).

Section 2.7 Duty to Repair and Rebuild.

(a) Normal Repairs. Each Lot owner shall, at its sole cost and expense, repair and maintain the residence and other approved structures on such Lot owner's Lot, keeping the same in first class condition and repair reasonably acceptable and otherwise in a condition comparable to the condition of such residence at the time of its initial construction. In the event any such residence or other structures on any Lot are not so repaired and maintained, the Lot owner shall, within thirty (30) days after written notice cause the same to be fully repaired and maintained, or, if the existing status of the residence or other structures on the Lot are such that the same cannot be reasonably repaired and maintained within such thirty (30) day period, the Lot owner shall immediately commence and proceed with all due diligence and best efforts toward the completion of such repair and maintenance, which shall in any case be completed within sixty (60) days of such notice or within such other period as shall be reasonably specified (which specification shall be deemed reasonable if confirmed in writing by at least two (2) licensed Builders).

(b) Repair of Damage. If all or any portion of a residence or other approved structure is damaged or destroyed by vandalism, fire or other casualty, then the Lot owner shall, with all due diligence, promptly rebuild, repair or reconstruct such residence or structure in a manner which will substantially restore it to first class repair and condition

Section 2.8 Restrictions on Business and Home Office No Client

Occupations. Except as permitted by local zoning regulations and governmental laws, no trade or business of any kind (and no practice of any profession, including, without limitation, medicine, dentistry, chiropody, chiropractic, osteopathy, accounting, law or other like endeavors) shall be conducted on any Lot. Nor shall anything be done thereon which constitutes or may become an annoyance or nuisance to the neighborhood or other residents in the Subdivision. Nothing herein shall prohibit the maintenance and use of an office within a residence on a Lot so long as such use does not involve the visitation of clients,

patients or customers thereto except as permitted by local zoning regulations and governmental laws.

Section 2.9 Signs. Sign Limits. No sign for advertising or for any other purpose shall be displayed on any Lot or on a building or a structure on any Lot, except one neat and attractive sign for advertising the sale or lease thereof, which shall not be greater in area than nine square feet and shall be acceptable in condition, format, appearance and content.

Section 2.10 Drainage. No construction upon a Lot shall cause storm water to drain upon any adjacent Lot unless appropriate easements have been provided for such drainage or such drainage is otherwise allowed by local ordinances. No Hazardous Substance (as hereinafter defined) shall be dumped or introduced into the Subdivision, or otherwise improperly stored or disposed of on any Lot.

Section 2.11 Disposal of Trash. No Lot shall be used or maintained as a dumping ground for, or for the storage or keeping of disposal of, rubbish, trash, or garbage or other waste or Hazardous Substances. There shall be no burning of trash or other refuse on any Lot. Rubbish, trash, garbage or other waste shall be kept within sanitary closed containers temporarily prior to collection. Such containers shall be placed at appropriate collection points not earlier than the night preceding a scheduled collection, and shall be promptly removed and returned indoors after each collection. For purposes of this Declaration, the term "Hazardous Substances" shall include, without limitation, petroleum, its products and by-products and petrochemicals, and any compound containing any of the same, asbestos, radioactive substances, polychlorated biphenals, any pollutant or contaminant and any hazardous, toxic, dangerous or flammable waste, substance or hazardous, toxic, dangerous or flammable waste, substance or material, including any of the same defined as such in, for purposes of, or otherwise regulated or classified by or pursuant to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") (43 U.S.C. Section 9601, et. seq.) and regulations promulgated thereunder, as amended, any so-called "superfund" or "superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree (whether not existing or hereafter enacted, promulgated or issued) or any judicial or administrative interpretation of any of the same, and including "oil" or "oil waste" as defined in the Clean Water Act (33 U.S.C. Section 1251, et. seq.) as amended. The definition of "Hazardous Substances" for purposes of this Declaration shall not include, however, small quantities of such substances described above which constitute or are included within normal household cleaning substances or other substances used in connection with normal single-family residential purposes and those substances used for farm/agricultural purposes which are in all cases kept within approved containers and stores, used and disposed of in accordance with all applicable governmental laws, rules and regulations and other applicable guidelines existing or established from time to time (such substances being hereinafter rules and regulations and other applicable guidelines existing or established from time to time (such substances being hereinafter referred to as "Permitted Substances")). Each Lot owner shall indemnify and hold harmless other Lot owners, successors and assigns from and against any and all liabilities, damages, actions and causes of action, costs and expenses arising from or related to the introduction and/or use of any Hazardous Substances and/or Permitted Substances by such Lot owner or otherwise on such Lot owner's Lot during the ownership of the Lot by such Lot owner.

Section 2.12 Utility Service.

(a) Underground Service to Lots.

(i) Each Lot owner's water, electric and telephone utility service lines shall be underground throughout the length of service line from such utility providers, respective points of delivery to a Lot, to the residence on such Lot; and the cost of installation and maintenance thereof shall be borne by the owner of the Lot upon which such service lines are located. Utility pads shall be located within the setbacks as hereinafter defined.

(ii) Appropriate easements are hereby dedicated and reserved to the providers of utilities, as applicable, together with the right of ingress and egress over abutting Lots or properties, to install, operate and maintain water, electric and telephone service lines from each Lot to such utility providers respective termination points.

(iii) The water, electric, telephone, and utility easements shown on the Plat shall be maintained and preserved in their present condition, and no encroachment therein and no change in the grade or elevation thereof shall be made by any person or Lot owner without the express written consent of the respective utility providers, and their respective successors and assigns, as applicable.

(b) Additional Easements.

Easements for underground electric and telephone transmissions and distribution feeder lines, poles and equipment appropriate in connection therewith, are reserved over, across and under all spaces outlined or otherwise shown and on the Plat.

(c) Cable Television Easement. The electric and telephone easements dedicated and reserved in this Section 2.12, and those as shown on the Plat shall include easements for the installation, operation and maintenance of cable television service to the Lots including the underground installation and Service of coaxial cables, cable drop wires, converters, home terminal units and other Necessary or appropriate equipment, as well as easements for the installation, operation and maintenance of future communications, telecommunications and energy transmission mediums.

Section 2.13 Sanitary Sewer Service. Each Lot owner shall be obligated upon the construction of a residence on any Lot to construct an individual septic system in accordance with the regulations issued by the appropriate governmental agency. Thereafter such system shall be properly maintained by the Lot owner.

Section 2.14 Air Conditioning Units. No window air conditioning units may be kept or used on any Lot (except in barns, docks/boathouses, and other appropriate out buildings).

Section 2.15 Lighting. Except for limited seasonal Christmas/Holiday season decorative lights, and attendant displays and decorations, which may be displayed from December 1 of each year through the following January 10.

Section 2.16 Temporary Window Treatments. Any temporary window treatments, including, without limitations, sheets, canvas, plywood or other opaque or security coverings, shall not be permitted to remain more than thirty (30) days.

SECTION 3 - ARCHITECTURAL CONTROL

IT IS THE EXPRESS INTENT AND PURPOSE OF THE OWNER THAT ALL STRUCTURES ERECTED IN THE SUBDIVISION UTILIZE QUALITY MATERIALS, BOTH ON THE EXTERIOR AND THE INTERIOR AND OF A DESIGN WHICH IS COMPATIBLE WITH THE EXISTING HOME IN THE SUBDIVISION ON LOT 1.

Section 3.1 No Liability. It shall be the responsibility of the Owner or other person (i.e. general contractor and/or licensed builder) to comply with all local, state, and federal codes, ordinances and regulations that are applicable.

Section 3.2 No Occupancy Before Completion. No occupancy of any residence shall be permitted prior to the completion and the compliance with the provisions of this Declaration.

Section 3.3 Building Materials; Roof; Builder; Architectural Standards and Design Guidelines.

(a) **Building Materials.** The exterior building material of all residences and structures on any Lot shall extend to ground level, and the exterior building materials of all residences shall be natural brick, stone, wood, stucco or a combination of same. Exposed smooth or brick mold- poured concrete walls shall not be permitted.

(b) **Materials.**

(i) A minimum number of exterior materials shall be used to avoid a cluttered appearance. Where two materials are used (in addition to glass), one shall be dominant.

(ii) Secondary materials, when used, shall complement the dominant material in texture and color.

(iii) Recommended materials are clearly stated in this Declaration.

(iv) Unacceptable materials are specifically stated in this Declaration

(c) **Colors.**

(i) A minimum number of exterior colors shall be used. When more than one color is used, one shall be clearly dominant.

(iii) Secondary colors shall be:

(a) Compatible with the dominant colors; and

(b) Limited to architectural details such as fascia frames and other trim.

(iv) Accent colors shall be limited to major architectural elements such as entry doors.

(d) Roof Pitch and Height. The roof pitch of any residential structure shall not be less than a plane of 10 inches vertical for every plane of 12 inches horizontal for structures with more than one story, provided, however, the dormers on one and one-half story houses may have a roof pitch of less than 10 inches vertical for every 12 inches horizontal with the prior written consent of the Architectural Committee in its sole discretion, which consent may be arbitrarily and unreasonably withheld; a plane of 10 inches vertical for every plane of 12 inches horizontal for one story structures; and generally a maximum roof pitch of 14 inches vertical for every 12 inches horizontal; No residence shall exceed a height of two (2) stories above a basement, and in any case, shall not exceed two and one-half (2½) stories in height above natural grade.

(e) Erosion Control. During the clearing of any Lot and the construction of, or addition to, a residence thereon, each Lot owner shall cause to be placed, and maintained in good repair and condition, a fabric silt fence with a minimum height of eighteen inches (18") above-ground, and a minimum burial of six inches (6") underground, along that portion of the perimeter of the Building Envelope bordering, backing up to or otherwise in the near vicinity of any developed Lot in order to prevent silt/or fill migration and contamination. The silt fence may be removed only upon sodding of the Lot or establishment of grass thereon.

(f) Builder. No Lot owner, unless a licensed Builder, may construct a residence on the Lot.

(g) Sanitation. At all times during construction, the Builder will keep and maintain on site a portable toilet and dumpster. During construction, the Lot shall be kept free of debris and litter and present, to the extent possible, a well-kept appearance.

Section 3.4 Minimum Dwelling Size. Dwellings shall contain not less than 2,000 square feet of finished living areas, exclusive of open porches, unfinished basements, garages, carports and breezeways. It is not the intent of these Declarations to specifically dictate the size of the structure. It is the intent to maintain certain quality standards of architectural design and site design, which will enhance the community and project and maintain value. All fireplaces, interior and exterior shall be of masonry construction.

Section 3.5 Setbacks. No structure shall be located on any Lot nearer to the front lot line, the side street line or other side lot lines, or to rear lot lines, than the minimum building setback lines required by the applicable zoning regulations and (in addition to such regulations) shown or otherwise specified on the Plat, except that reasonable bay windows, chimneys, roof overhangs and steps may project into said areas, and open porches may project into said areas not more than six feet, if permitted by applicable law. All improvements on any Lot shall be constructed within setback area and improvements shall include structures, drive turn-arounds, porches, terraces, decks, pool, tennis courts, etc.

Section 3.6 Minimum Floor Elevation. All structures must be built above the 741' (TVA Flowage Easement). Structures that are built above the 741' contour but below the 500 Year Flood Line (approx. 764' contour) are required to apply for a permit from TVA and subject to approval by TVA based on Permit information. Structures built above the 500 year flood line (approx.. 764' contour) are not subject to TVA approval.

Section 3.7 Garages; Carports.

(a) Openings. The openings or doors for vehicular entrances to any garage located on a Lot shall include doors and shall not face the front lot line. All Lots shall have at least a two car garage with separate doors for each garage bay. The interior of all garages shall be dry wall finished and painted. Garage doors shall be kept closed except when in use.

(b) No Carports. No carport shall be constructed on any Lot.

Section 3.8 Barns/Outbuildings.

(a) Existing Barns/Outbuildings. Barns/Outbuildings currently located on Tracts(s) 11 shall be considered "Grandfathered" and are not subject to the covenants & restriction contained herein.

(b) Construction of New Barns/Outbuildings. No barn or outbuilding shall be used for any purpose except in connection with the residence constructed on the Lot. The design and location of all barns/outbuildings for storage and otherwise shall utilize building materials consistent with the primary structure and plans shall be approved by the Developer.

SECTION 4 – RECORDED EASEMENTS

Section 4.1 Recorded Easements. The Montgomery Farm Subdivision, and all portions thereof, shall be subject to all easements shown on any recorded Plat affecting the Property, or any portion thereof, and to any other easements of record, which shall include without limitation, use for construction, installation and repair of utilities, maintenance, encroachment, drainage, and ingress and egress as of the date of recordation hereof.

SECTION 5 - NO WARRANTIES

Section 5.1 "AS IS" Sales. All lots within the Montvue Farm Subdivision are sold by Owner in their "AS IS" "WHERE IS" condition. No warranty is made by Owner of any kind, including, without limitation, any warranty regarding the use of the Lot for any purpose.

SECTION 6 - GENERAL PROVISIONS

Section 6.1 Enforcement.

(a) Parties. Enforcement of these restrictions shall be by proceeding at law and/or in equity, brought by any Lot owner against any party violating or attempting to violate any covenant or restriction or other provision of this Declaration, either to restrain violation, to direct restoration and/or to recover damages. Failure of any Lot owner, to demand or insist upon observance of any of the provisions of this Declaration, or to proceed for restraint of violations, shall not be deemed a waiver of the violation or of the right to seek enforcement of that provision in that or any other case. Any such Lot owner, successfully enforcing this Declaration shall be entitled to recover all costs and expenses incurred in connection with such action, including, without limitation, court costs and reasonable attorney's fees. Any award of damages received in connection with any such action, and all costs and expenses incurred in connection therewith shall constitute a lien upon the Lot, and any award of damages received by any Lot owner in connection with any such action shall accrue to the sole benefit of said Lot owner bringing forth said action.

(b) Owner Liability. Each Lot owner shall be responsible and liable for any violations made or caused by such Lot owner and every family member, agent, employee, contractor, material supplier, invitee, licensees, lessees and sublessees and assigns of such Lot owner.

Section 6.2 Severability. Invalidation of any provision of this Declaration by judgment or order of a court of competent jurisdiction shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, and such provision so invalidated shall remain in full force and effect in all permitted contexts.

Section 6.3 Declaration Runs With The Land. Unless cancelled, altered or amended under the provisions of this Section 6.3, the provisions of this Declaration shall run with the land and shall be binding on the Lots, the owners of each Lot and all parties claiming under them, for a period forty (40) years from the date this Declaration is recorded. After such forty (40) years, this Declaration shall be deemed extended automatically for successive periods of ten (10) years, unless and until an instrument signed by at least 10 of 13 of the owners of the Lots subject to this Declaration has been recorded in the Loudon County, TN Register's Office, agreeing to change this Declaration in whole or in part and the term hereof. This Declaration may be cancelled, altered, or amended by the recordation of a document in the Loudon County, TN Register's Office in which such cancellation, alteration, or amendment was approved by the owners of 10 of 13 of the Lots subject to this Declaration

Section 6.4 Amendments. Nothing in this Declaration shall limit the right of the Lot owners to amend, from time to time.

Section 6.5 Binding Determination. In the event of any dispute or disagreement with or between any Lot owner(s) relating to, or of any other disputes, disagreements or questions regarding this Declaration, the interpretation or application of the majority of Lot owners shall be final and binding on each and all such Lot owners.

Section 6.6 Incorporation by Reference on Resale. Upon the sale or other transfer of any Lot, any deed purporting to effect such transfer shall contain a provision incorporating by reference the covenants, conditions, restrictions, charges, liens, assessments and other provisions set forth in this Declaration; provided, however, that the failure of any such deed to so incorporate by reference this Declaration shall not affect the validity of such deed nor shall it be deemed to release the Lot conveyed thereby from the effect of this Declaration.

Section 6.7 Exhibits. All exhibits attached to this Declaration and referred to herein as designated Exhibits are hereby incorporated herein above the signature lines hereof.

Section 6.8 Captions and Headings. All captions and headings used in, and the title page and table of contents of, this Declaration are for convenience of reference only and shall not affect the interpretation of the provisions hereof.

Section 6.9 Reservation of Easement. Owner hereby reserves, grants and conveys unto itself, its successors and assigns, a perpetual easement five (5) feet in width on each side of all interior lot lines, ten (10) feet inside exterior lot lines and roads, plus rights of ingress and egress and access on and over each Lot to such easement, for utility services, access, drainage, construction, grading, and fill, which easement is reserved, granted and conveyed for the benefit of any Lot or other portion of THE MONTVUE FARM SUBDIVISION,; provided, that sidewalks, driveways and other structures referenced hereinabove, and utilities to serve such Lot, shall be permitted to cross such easement.

Section 6.10 Pronouns. Whenever in this instrument a pronoun is used, it shall be construed to represent either singular or plural, or the masculine, feminine or neuter gender, as the case may demand.

IN WITNESS WHEREOF, the undersigned has duly caused this Declaration of Covenants, Conditions and Restrictions to be executed as of the day, month and year first above written.

JOHN & GALE MONTGOMERY,
Owner

By: **JOHN & GALE MONTGOMERY,**

Its: Owner

By: _____
John Montgomery
Owner

By: _____
Gale Montgomery
Owner

STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared **JOHN & GALE MONTGOMERY**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the **OWNER**, the within named bargainor, and that they as owner being authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office on this the ____ day of _____ 2014.

Notary Public

My Commission Expires: _____

About Watts Bar Reservoir



About Watts Bar Reservoir

Watts Bar Dam, located about midway between Knoxville and Chattanooga, is one of nine TVA dams on the Tennessee River. The reservoir is popular for boating, fishing, swimming, camping, and other outdoor activities. A scenic overlook near the dam provides visitors with a panoramic view of the reservoir and surrounding countryside.

Before TVA created Watts Bar and other reservoirs above Chattanooga, the city had one of the most serious flooding problems in the nation. Now the river that often threatened the city contributes to its economy as a major artery for barge traffic.

Watts Bar Reservoir Facts & Figures

Construction of Watts Bar Dam began in 1939. It was completed in January 1942, three weeks after Pearl Harbor, and provided urgently needed electricity for the war effort.

The dam is 112 feet high and stretches 2,960 feet across the Tennessee River.

Watts Bar Dam is a hydroelectric facility. It has five generating units with a net dependable capacity of 182 megawatts. Net dependable capacity is the amount of power a dam can produce on an average day, minus the electricity used by the dam itself.

Watts Bar Reservoir has 722 miles of shoreline and over 39,090 acres of water surface.

The reservoir has a flood-storage capacity of 379,000 acre-feet.

To maintain the water depth required for navigation, the minimum winter elevation for Watts Bar Reservoir is 735 feet. The typical summer operating range is between 740 and 741 feet.

In addition to forming a navigable 72-mile-long reservoir on the Tennessee River, Watts Bar also creates a slack-water channel for navigation more than 20 miles up the Clinch River and 12 miles up the Emory River.

Watts Bar has one 60- by 360-foot lock that lifts and lowers barges as much as 70 feet to Chickamauga Reservoir. The lock handles more than a million tons of cargo a year.

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Sample Sale Day Contract



Sample Warranty Deed



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I hereby acknowledge my acceptance of these terms and conditions of this agreement.

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NOTE: I accept this bidder number and assume full responsibility for all sales awarded to this number by the Auctioneer. I understand that all equipment is bought in "as is" condition and rejection of equipment due to condition is expressly waived. I further agree to be financially responsible for all losses incurred by the Seller and Auctioneer due to my failure to comply with any terms or conditions of this sale. Unless otherwise agreed, all property purchased by me or my agent becomes my sole responsibility upon the conclusion of this auction sale. I hereby acknowledge my acceptance of these terms and conditions of this agreement.

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