

CONDITIONS AND STIPULATIONS

1. Definition of Terms

The following terms when used in this policy mean;

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage hereunder.

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(d) "land": the land described, specifically or by reference in Schedule A, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": those records which by law impart constructive notice of matters relating to said land.

2. Continuation of Insurance after Conveyance of Title

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured so long as such insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

3. Defense and Prosecution of Actions — Notice of Claim to be given by an Insured Claimant

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in all litigation consisting of actions or proceedings commenced against such insured, or a defense interposed against an insured in an action to enforce a contract for a sale of the estate or interest in said land, to the extent that such litigation is founded upon an alleged defect, lien, encumbrance, or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in case any action or proceeding is begun or defense is interposed as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as insured, and the Company may take any appropriate action under the terms of this policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so incurred.

4. Notice of Loss — Limitation of Action

In addition to the notices required under paragraph 3(b) of these Conditions and Stipulations, a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within 90 days after such loss or damage shall have been determined and no right of action shall accrue to an insured claimant until 30 days after such statement shall have been furnished. Failure to furnish such statement of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

5. Options to Pay or Otherwise Settle Claims

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of the Company hereunder by paying or tendering

payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment, by the insured claimant and authorized by the Company.

6. Determination and Payment of Loss

(a) The liability of the Company under this policy shall in no case exceed the least of:

(i) the actual loss of the insured claimant; or

(ii) the amount of insurance stated in Schedule A.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

7. Limitation of Liability

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction and disposition of all appeals therefrom, adverse to the title, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of the Company.

8. Reduction of Liability

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

9. Liability Noncumulative

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring either (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Company shall have the option to apply to the payment of any such mortgages any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

10. Apportionment

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of said parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each such parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto.

11. Subrogation Upon Payment or Settlement

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by the Company, such insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit the Company to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

12. Liability Limited to this Policy

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Notices, Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to its Home Office at P.O. Box 1549, Knoxville, Tennessee 37901.

Owner's Title Insurance Policy

SOUTHERN TITLE INSURANCE COMPANY
P.O. BOX 1549, KNOXVILLE, TENNESSEE 37901

SOUTHERN TITLE INSURANCE COMPANY

OWNER'S FORM B

SCHEDULE A

Patricia D. Murphy

AGENT'S NAME

Policy
Number O— Nº 208976

June 13, 1986 at 3:30 P. M. Amount of Policy \$ 1,000.00
DATE OF POLICY

1. Name of Insured: WOLFE BRANCH UTILITY DISTRICT
2. The estate or interest in the land described herein and which is covered by this policy is:
Permanent easement
3. The estate or interest referred to herein is at Date of Policy vested in:
Wolfe Branch Utility District
4. The land referred to in this policy is situated in the County of Morgan State of Tennessee
and is described in the following instrument:

Easement from Dennis Warren Everett to Wolfe Branch Utility District,
dated June 11, 1986, recorded June 13, 1986 at 3:30 p.m. in Right of
Way Book #4, page 24, in the Office of the Register of Deeds of Morgan
County, Tennessee.

SCHEDULE B — PART I

This policy does not insure against loss or damage by reason of the following:

1. The lien of the General Taxes for the year 19 86 and thereafter.
2. The lien of any Special Taxes or assessments entered after the date hereof.
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 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.
6. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and/or any facts that a correct survey and/or a physical inspection of the premises would disclose.
7. Subject to an easement granted to Maurice Freels and wife, Peggy A. Freels, of record in Right of Way Book 3, page 684, in the Register's Office for Morgan County, Tennessee.

OWNER'S FORM B

Patricia D. Murphy
AGENT'S NAME

SCHEDULE A

Policy Number 0-
NS 208976

DATE OF POLICY June 13, 1986 at 3:30 P. M. Amount of Policy \$1,000.00

1. Name of Insured: WOLFE BRANCH UTILITY DISTRICT

2. The estate or interest in the land described herein and which is covered by this policy is:
Permanent easement

3. The estate or interest referred to herein is of Date of Policy vested in:

Wolfe Branch Utility District

4. The land referred to in this policy is situated in the County of Morgan State of Tennessee and is described in the following instrument:

Basement from Dennis Warren Everett to Wolfe Branch Utility District, dated June 11, 1986, recorded June 13, 1986 at 3:30 p.m. in Book of Morgan Way Book 14, page 24, in the Office of the Register of Deeds of Morgan County, Tennessee.

SCHEDULE B - PART I

This policy does not insure against loss or damage by reason of the following:

1. The lien of the General Taxes for the year 1986, and thereafter.
2. The lien of any Special Taxes or assessments entered after the date hereof.
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 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.
6. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, and/or any facts that a correct survey and/or a physical inspection of the premises would disclose.
7. Subject to an easement granted to Maurice Freels and wife, Peggy A. Freels, of record in Book of Way Book 14, page 24, in the Register's Office for Morgan County, Tennessee.

STATEMENT OF SETTLEMENT COSTS

Identification of Property Dennis Warren Everett, R.O.W. Book 4,
Page 24, Register's Office, Morgan County, Tennessee
Purchase Price \$1,000.00

Expenses Incidental to Transfer of Title	Paid by WOLFE BRANCH	Paid by Owner	Total
1. Recording Fees	16.00	-	16.00
2. Transfer Taxes	-	-	-
3. State Tax Stamps	-	-	-
4. City/County Tax Stamps	-	-	-
5. Recording Fees	-	-	-
6. Survey and Legal Description	-	-	-
7. Penalty Costs Associated with Prepayment of Pre- existing Recorded Mortgages	-	-	-
8. Pro rata Portion of Pre- paid Taxes:	-	-	-
a. Real Property Taxes County	-	-	-
b. Real Property Taxes City	-	-	-
9. Delinquent Taxes	-	-	-
10. Title Insurance	35.00	-	35.00
TOTAL	\$ 51.00	\$ -	\$ 51.00

This statement of settlement costs is certified as true and correct.

Signed: _____ Date June 11, 1986
Closing Attorney

OFFICIAL RECEIPT

No 38233

JAMES W. JONES

REGISTER OF MORGAN COUNTY, TENNESSEE

Wartburg, Tenn.

Received of

For

Greater of
Consideration
or Value

Transfer Item S(a)	Mortgage Item S(b)
\$	\$

From

To

Notebook Reference

Book

Page

Cash ☐ Check ☐

Recording Fees:

Warranty Deed

Trust Deed

Certified Copy and

Marginal Release

U. C. C.

Miscellaneous

State Tax:

Transfer—Item S(a)

Mortgage—Item S(b)

Register's Fee

Other Revenue:

Total

REGISTER

DEPUTY REGISTER

Cash ☐ Check ☐

Notes ☐ Bonds ☐

DEBIT

CREDIT

to the order of J. H. W. O. R. 1000.00

Signature of Cashier

1000.00	1000.00
1000.00	1000.00

1000.00

1000.00

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1000.00

REGISTER OF MORGAN COUNTY, TENNESSEE

JAMES W. JONES

OFFICIAL RECEIPT

33533

When returned to Cash by Check this Receipt is not valid until Check is paid in full

EASEMENTACCESS ROAD

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable considerations, I, DENNIS WARREN EVERETT, the party of the first part, do hereby transfer and convey unto the WOLFE BRANCH UTILITY DISTRICT, a permanent easement through and over my property situated in the Tenth (10th) Civil District of Morgan County, Tennessee, and being described as follows:

SITUATED IN the Boswell Chapel Community on the east side of Tennessee State Route No. 29A, and being part of a 16 acre tract, as shown by Deed to the above mentioned Dennis Warren Everett, of record in Deed Book Z, Series 6, Pages 762 and 763, said easement being more particularly described as follows:

PERMANENT EASEMENTProposed Access Road

Being a permanent easement for the construction and maintenance of an access road to the proposed Wolfe Branch Utility District's Boswell Chapel Water Storage Tank Site, said easement being twenty-five (25) feet in width and twelve and five-tenths (12.5) feet on either side of the following described center line of said Access Road, beginning at a point in the western curved line of the said Dennis Warren Everett property, hereinafter referred to as the said Everett Property, said line also being the eastern curved right-of-way line of Tennessee State Route No. 29A, said point being 290 feet more or less northwardly along said line from the southwest corner of the said Everett Property, said point being Station 0+00 Access Road, thence in an eastwardly direction a distance of 181.73 feet to a point in the said Everett property, said point being Station 1+81.73 Access Road, thence on an angle to the left of 6°40'36" a distance of 130.35 feet to a point in the said Everett Property, said point being Station 3+12.08 Access Road, thence on an angle to the left of 19°08'46" a distance of 76.22 feet to a point in the said Everett Property, said point being Station 3+88.30 Access Road, thence on an angle to the left of 10°33'22" a distance of 64.64 feet to a point in the said Everett property, said point being Station 4+52.94 Access Road, thence on an angle to the left of 7°39'24" a distance of 99.05 feet to a point in the said Everett Property, said point being Station 5+51.99 Access Road, thence on an angle to the right of 12°19'43" a distance of 57.86 feet to a point in the said Everett Property, said point being Station 6+09.85 Access Road, thence on an angle to the left of 3°37'58" a distance of 208.19 feet to a point in the said Everett property, said point being Station 8+18.04 Access Road, thence on an angle to the right of 26°36'35" a distance of 255.63 feet to a point in the said Everett Property, said point being Station 10+73.67 Access Road, thence on an angle to the right of 68°37'09" a distance of 114.35 feet to a point in the eastern line of the said Everett Property, said point being 240 feet more or less southwardly along said line from an iron pin marking the northeast corner of the said Everett property, said point being Station 11+88.02 Access Road, AS SHOWN on Drawing No. 7972-RE-001, dated January 23, 1986, prepared by Hensley-Schmidt, Inc., said Drawing being made a part hereof by attachment hereto.

Received for record this 13th day of June 1986 at 3:30 P.M.

JAMES W. JONES, Registrar
MORGAN COUNTY

This Instrument Prepared By
HENSLEY-SCHMIDT, INC.
Engineers and Surveyors
216 W. 8th Street
Chattanooga, Tennessee 37402

RECEIVED
JAN 11 1901
JAN 11 1901
JAN 11 1901
JAN 11 1901



Page II

This is not a conveyance of the fee in said property, but only the rights, privileges and easements herein set forth. This conveyance covers the access road right-of-way, as actually installed even though it may be at a reasonable variance with the above mentioned Drawing attached hereto.

Said party of the second part agrees to restore the surface of the land, fences, walks, etc., to as near the same condition as feasible as they were before the construction.

Said easement is conveyed for an Access Road with the right of ingress, egress, and regress to and from the Boswell Chapel Water Storage Tank Site, and for the purpose of permitting the party of the second part to construct and maintain said Access Road, and the hereinbefore recited consideration includes any other incidental damages of any kind or nature that may now or hereinafter result to the remainder of said property as a result of the party of the second part constructing and maintaining the said Access Road on said easement.

TO HAVE AND TO HOLD THE above described easement for right-of-way purposes unto the party of the second part, its successors, and assigns.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand this 11th day of June, 1986.

Dennis Warren Everett
DENNIS WARREN EVERETT

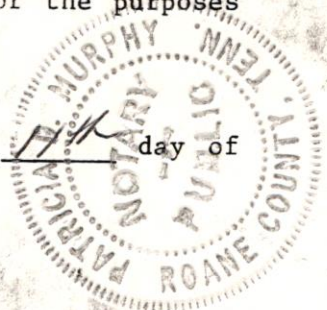
STATE OF Tennessee
COUNTY OF Roane

Personally appeared before me the undersigned, a Notary Public, in and for the State and County aforesaid, the within named bargainer Dennis Warren Everett with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office on this the 11th day of June, 1986.

Patricia D. Murphy
Notary Public

My Commission Expires: 9-17-88





AGREEMENT BETWEEN
DENNIS WARREN EVERETT
AND
WOLFE BRANCH UTILITY DISTRICT

Dennis Warren Everett has been offered the sum of One Thousand Dollars (\$1,000.00) to convey the rights, privileges, and easements set forth in this instrument as prescribed by the Uniform Act and he has declined this offer in lieu of the following stipulations:

1. Dennis Warren Everett has sole rights and privileges to use of the access road with the exception of Wolfe Branch Utility District personnel.
2. Said rights are guaranteed by the installation of a gate with lock at the entrance to the access road. The keys to this gate are to be held only by Dennis Warren Everett and Wolfe Branch Utility District.
3. Wolfe Branch Utility District agrees to maintain said access road in a passable condition reasonable to prudent men.
4. Wolfe Branch Utility District agrees to restore the surface of the land, fences, etc., to as near the same condition as feasible as they were before construction and further agrees to instruct its personnel to refrain from depositing any debris on the easement or surrounding lands.
5. Dennis Warren Everett may convey the aforementioned rights to his successors or assigns.
6. Wolfe Branch Utility District agrees to install two (2) water taps on the property of Dennis Warren Everett at a time and location to be agreed upon between the parties at a later date.
7. Wolfe Branch Utility District will convey to Dennis Warren Everett the rights, privileges, and easements in the property formerly owned by Dennis Warren Everett, upon which now stands the present Boswell Chapel Water Tank.

These conditions and stipulations are attached to and made a part of this instrument and shall become binding when signed by the following parties:

Dennis Warren Everett
Dennis Warren Everett

Fred Newcomb
Fred Newcomb, Chairman
Wolfe Branch Utility District

STATE OF TENNESSEE, MORGAN COUNTY
The foregoing instrument and certificate were noted in the
Note Book and recorded in Page 554, Series 4, O'clock M. 1919
Tax Paid \$1.00 Fee \$3.50
Witness My Hand and Seal
Receipt No. 37233
Recording Fee \$6.00 Total \$9.50
JAMES W. JONES
Register

NOT RECORDED
IN THE
OFFICE OF THE
CLERK OF THE DISTRICT COURT

THIS IS TO CERTIFY THAT THE
FOLLOWING IS A TRUE AND
CORRECT COPY OF THE
ORIGINAL AS FILED IN THE

OFFICE OF THE CLERK OF THE DISTRICT COURT
IN THE MATTER OF THE ESTATE OF
JAMES H. JONES, DECEASED
FILED FOR RECORD IN THE
OFFICE OF THE CLERK OF THE DISTRICT COURT
ON THE 10TH DAY OF MAY, 1964
AT THE CITY OF ALBUQUERQUE, NEW MEXICO
CLERK OF THE DISTRICT COURT

WITNESSED MY HAND AND SEAL OF OFFICE
ON THE 10TH DAY OF MAY, 1964

[Signature]
CLERK OF THE DISTRICT COURT

[Signature]
CLERK OF THE DISTRICT COURT

STATE OF NEW MEXICO
COUNTY OF SANTIAGO
JAMES H. JONES
DECEASED
FILED FOR RECORD IN THE
OFFICE OF THE CLERK OF THE DISTRICT COURT
ON THE 10TH DAY OF MAY, 1964
AT THE CITY OF ALBUQUERQUE, NEW MEXICO
CLERK OF THE DISTRICT COURT

- \$ 750
- THE EASEMENT FOR THE OLD WATER TANK.
- ROUTE THE ROAD AS SHOWN.
- ASIDE FROM WOLFE BRANCHES RIGHT TO USE THE ROAD, I HAVE COMPLETE CONTROL OF THE ROAD.
- THE ROAD IS BLOCKED AT HIGHWAY 29-A (GATE, CABLE, OR CHAIN), AND IS NEVER OPENED TO THE PUBLIC (EXCEPT AT MY DISCRETION)
- WOLFE BRANCH MAINTAINS THE ROAD
- WOLFE BRANCH HAS 2 YEARS TO MOVE THE OLD WATER TANK
- ALL MY RIGHTS ARE TRANSFERABLE TO FUTURE PROPERTY OWNERS.
- ALL STIPULATIONS ARE IN WRITING.
- 2 WATER TAPS ??

5 WATER TANK 11

- ALL STIPULATIONS ARE IN FULLTIME
FUTURE PROPERTY OWNERS
- ALL MY RIGHTS ARE TRANSFERABLE TO
THE OLD WATER TANK
- MOORE BRANCH HAS 5 YEARS TO WORK
MOORE BRANCH MAINTAINING THE ROAD
(DISCRETION)
- CEMENT TO THE BRANCH (EXCEPT AT MY
(CABLE, CABLE, OR CHAIN) AND IS NEVER
- THE ROAD IS BLOCKED AT HIGHWAY 50-0
OF THE ROAD.
- USE THE ROAD. I HAVE COMPLETE CONTROL
- ASIDE FROM MOORE BRANCHES RIGHT IS
- ROUTE THE ROAD AS SHOWN.
- THE EASEMENT FOR THE OLD WATER TANK.
- R 120