

THIS INSTRUMENT PREPARED BY:  
O'Hare, Sherrard & Roe  
500 Church Street, Fourth Floor  
Nashville, Tennessee 37219

QUITCLAIM DEED

Address New Owner(s):  
Lake Properties, Inc.  
Route 9, Sparta Highway  
Crossville, Tennessee 38555

Send Tax Bills To:  
Same

Map/Parcel Nos.:  
112-12; 112-12.02; 112-15.0;  
112-12.01; 99-64; 99-64.1  
99-56; 99-57; 99-66.01  
99-67; 112-10.01; 99-58.  
99-58.01

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00) cash in hand paid, the receipt and sufficiency of which are hereby acknowledged Nashville-Toledo Associates, a Tennessee general partnership (herein referred to as the "Grantor") has bargained and sold, and does hereby quitclaim, transfer and convey unto Lake Properties, Inc., a Tennessee corporation (herein referred to as the "Grantee") and to the said Grantee's successors and assigns certain real estate in the County of Cumberland, State of Tennessee, and more particularly described on Exhibit A attached hereto and incorporated herein by this reference subject to those matters set forth on Exhibit B attached hereto and incorporated herein by this reference.

IN TESTIMONY WHEREOF, the Grantor has executed the foregoing instrument  
this <sup>8th</sup> 15<sup>th</sup> day of JULY, 1988.

NASHVILLE-TOLEDO ASSOCIATES, a  
Tennessee general partnership

By: William V. Papiak  
William V. Papiak, partner

By: Thomas L. Schlachter  
Thomas L. Schlachter, partner

By: Ronald E. Huguenard  
Ronald E. Huguenard, partner

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STATE OF WISCONSIN )  
COUNTY OF BAYFIELD )

Before me, Patsy A. Rieckhoff, a Notary Public in and for the County and State aforesaid, personally appeared, William V. Papiak, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who acknowledged himself to be one of the three partners of Nashville-Toledo Associates, a Tennessee general partnership, the within named bargainer, and who, being authorized so to do, acknowledged that he executed the within instrument for the purposes therein contained, by signing the name of the partnership by himself as partner.

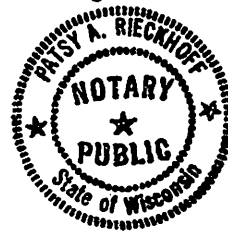
WITNESS my hand and seal, at office in Cable, Wisconsin, this 18<sup>th</sup> day of July, 1988.

Patsy A. Rieckhoff  
Notary Public

My Commission Expires:

9/15/91

STATE OF WISCONSIN )  
COUNTY OF BAYFIELD )



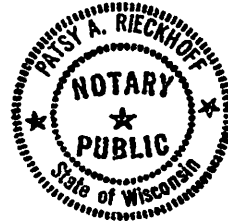
Before me, Patsy A. Rieckhoff, a Notary Public in and for the County and State aforesaid, personally appeared, Thomas L. Schlachter, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who acknowledged himself to be one of the three partners of Nashville-Toledo Associates, a Tennessee general partnership, the within named bargainer, and who, being authorized so to do, acknowledged that he executed the within instrument for the purposes therein contained, by signing the name of the partnership by himself as partner.

WITNESS my hand and seal, at office in Cable, Wisconsin, this 18<sup>th</sup> day of July, 1988.

Patsy A. Rieckhoff  
Notary Public

My Commission Expires:

9/15/91

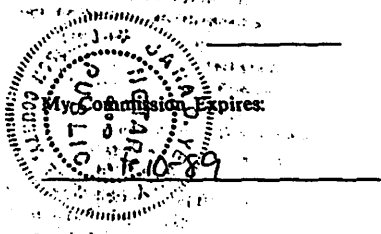


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STATE OF TENNESSEE )  
 )  
COUNTY OF DAVIDSON )

Before me, Jana O. Yeary, a Notary Public in and for the County and State aforesaid, personally appeared, Ronald E. Huguenard, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who acknowledged himself to be one of the three partners of Nashville-Toledo Associates, a Tennessee general partnership, the within named bargainer, and who, being authorized so to do, acknowledged that he executed the within instrument for the purposes therein contained, by signing the name of the partnership by himself as partner.

WITNESS my hand and seal, at office in Nashville, Tennessee, this 15<sup>th</sup> day of July, 1988.



Jana O. Yeary  
Notary Public

STATE OF WISCONSIN )  
 )  
COUNTY OF BAYFIELD )

The actual consideration for this transfer of property is \$0.00 and no other monetary consideration.

Alvin J. Posa

Sworn to and subscribed before me  
this 19<sup>th</sup> day of July, 1988.

Patsy A. Rieckhoff  
Notary Public

My Commission Expires:

9/15/91



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EXHIBIT A

TRACT NO. 1

**PARCELS A AND C:** To find the POINT OF BEGINNING, begin at a metal stake in the high water mark (1760 feet elevation, MSL) of the Lake Holiday shoreline, and being the Northwesterly corner of a 10.65 acre tract; go thence South 43° 22' 57" East, 400 feet, and North 61° 05' 09" East, 334.33 feet to a point in the Northerly right-of-way of a road, and being the POINT OF BEGINNING. Go thence from said POINT OF BEGINNING and with the Northerly and Easterly right-of-way of said road, the following five courses and distances: (1) North 83° 05' 18" East, 256.75 feet to the P. C. of a curve; (2) thence in an Easterly and Southerly direction by a curve to the right with a radius of 130 feet, an arc distance of 308.75 feet to the P.T. of said curve; (3) thence South 39° 09' 57" West, 115.7 feet to the P.C. of a curve; (4) thence in a Southwesterly direction by a curve to the left with a radius of 100 feet, an arc distance of 35.06 feet to the P.T. of a curve; and, (5) South 19° 04' 35" West, 261.01 feet to a point; thence leaving said road right-of-way, South 83° East, 259.26 feet to a point in the high water mark (1760 feet elevation, MSL) of the Lake Holiday shoreline; thence with same, the following sixteen courses and distances: (1) North 18° 19' East, 207.5 feet; (2) North 43° 14' East, 195 feet; (3) North 51° 07' East, 356.9 feet; (4) North 53° 28' 41" East, 219.87 feet; (5) North 24° 33' 13" West, 53 feet; (6) North 45° 30' 06" West, 189.92 feet; (7) North 79° 42' 09" West, 117.51 feet; (8) North 27° 15' 03" West, 142 feet; (9) South 81° 17' 27" West, 229.1 feet; (10) North 60° 12' 26" West, 75.24 feet; (11) South 66° 58' 51" West, 55 feet; (12) South 77° 07' 14" West, 43.08 feet; (13) South 87° 31' 58" West, 53.10 feet; (14) South 75° 02' 58" West, 145 feet; (15) North 82° 57' 02" West, 213.08 feet; and (16) South 55° 39' 37" West, 262.71 feet; thence leaving said shoreline, South 24° 44' 37" East, 281.03 feet; thence North 83° 05' 18" East, 126.88 feet to the BEGINNING, containing 14.66 acres, more or less.

EXCLUDED from the above described property and not herein conveyed is a tract or parcel of land, containing 5 acres, more or less, together with a right-of-way 60 feet in width, which property and right-of-way has heretofore been conveyed by Billy G. Garrett, Inc. to J. H. Graham, III, by deed dated June 9, 1983, and of record in the Register's Office of Cumberland County, Tennessee in Deed Book 268, page 851. The description of said property and right-of-way conveyed in said deed is incorporated herein by reference and made a part hereof as if copied verbatim.

Being the same property conveyed to Nashville-Toledo Associates, by Deed from Thomas L. Schlachter, William V. Papaik, and Ronald E. Huguenard, as of record in Deed Book 336, page 464, Register's Office for Cumberland County, Tennessee.

**PARCEL B:** TO FIND THE POINT OF BEGINNING, being at a metal pin in the high water mark (1760 feet elevation, 1760 MSL) of the Lake Holiday shoreline, and being the Northwesterly corner of the Billy G. Garrett, Inc. property; Go thence with the boundary line of the said Billy G. Garrett, Inc. property and the Boardwalk, Inc. property, South 24° 44' 37" East, 281.03 feet to a point in the Northerly right-of-way line of a road; thence with said road, North 83° 05' 18" East, 383.63 feet to the P.C. of a curve, and thence in a Southeasterly direction by a curve to the right with a radius of 130 feet, an arc distance of 97.36 feet to the POINT OF BEGINNING; thence from said POINT OF BEGINNING, North 04° 29' 31" East, 395.89 feet to a point in the high water mark of the aforementioned Lake Holiday; thence continuing with same, the following 10 courses and distances: (1) North 87° 31' 58" East, 4.89 feet; (2) North 77° 07' 14" East, 43.08 feet; (3) North 66° 58' 51" East, 55 feet; (4) South 60° 12' 26" East, 75.24 feet; (5) North 81° 17' 27" East, 229.1 feet; (6) South 27° 15'

03° East, 142 feet; (7) South 79° 42' 09" East, 117.51 feet, (8) South 45° 30' 06" East, 189.92 feet; (9) South 24° 33' 13" East, 53 feet; and, (10) South 53° 28' 41" West, 219.81 feet; thence leaving said Lake shoreline, North 57° 35' 42" West, 339.65 feet to a metal pin; thence South 45° 17' West, 344.14 feet to a point in the right-of-way line of the beforementioned road; thence with same in a Northwesterly direction by a curve to the left having a radius of 130 feet, an arc distance of 100 feet to the POINT OF BEGINNING, containing 5.0 acres, more or less.

There is also hereby conveyed a non-exclusive easement for a right-of-way 60 feet in width leading from the road which the property hereinabove described fronts in a Northeasterly direction and terminating at a cul-de-sac. Said right-of-way easement is more particularly described as follows:

BEGINNING at a metal pin the Easterly right-of-way of a road, being the most Southerly corner of the property hereinabove described; thence North 45° 17' East, 344.14 feet to a metal pin; thence South 57° 35' 42" East, 78.79 feet to the arc of a cul-de-sac, having a radius of 50 feet; thence with the arc of said cul-de-sac in a Southwesterly direction by a curve to the right, a distance of 64.31 feet; thence with a line 60 feet from and parallel to the first call above, South 45° 17' West, 442.9 feet to a point in the Easterly right-of-way of the beforementioned road; thence with same to the POINT OF BEGINNING.

Being the same property conveyed to Nashville-Toledo Associates, by Deed from J. H. Graham, III and wife, Jenny Jo Graham, as of record in Deed Book 321, page 738, Register's Office for Cumberland County, Tennessee.

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TRACT NO. 2

BEGINNING at a point in the common boundary line dividing Sherwood Farms property and Hide-A-Way Hills property, where the westerly right-of-way of Spruce Loop intersects same; thence with said common boundary line, North 65° 09' 26" West, 2,876 feet to a set stone in the line of the Jones property; thence with the line of said Jones property, North 07° 04' 54" East, 573.72 feet to the center of the Obed River; thence down and with the center of said Obed River, the following eight bearings and distances: (1) North 75° 38' 57" East, 399.66 feet; (2) South 41° 56' 12" East, 261.72 feet; (3) South 74° 01' 04" East, 149.92 feet; (4) North 53° 14' 23" East, 357.11 feet; (5) North 89° 47' 06" East, 261.03 feet; (6) North 46° 53' 39" East, 145.03 feet; (7) North 12° 01' 53" East, 405.19 feet; and, (8) North 17° 54' 29" East, 257.86 feet to a point in the center of said Obed River; thence leaving River and with the boundary line of a tract of property, known as Holiday Hills, the following three bearings and distances: (1) South 85° 15' East, 1,078.11 feet to a metal stake; (2) thence North 69° 17' East, 2,263.4 feet to a metal stake; and, (3) North 52° East, 882.31 feet to a point in the westerly right-of-way line of Spruce Loop; thence with same South 36° 42' 10" West, 4,803 feet to the beginning, containing 165.4 acres, more or less.

Tract No. 2 is conveyed subject to an Oil and Gas Lease dated April 20, 1981, of record in the Register's Office of Cumberland County, Tennessee, in Miscellaneous Book 226, page 574.

Being the same property conveyed to Nashville-Toledo Associates, by Deed from Thomas L. Schlachter, William V. Papaik, and Ronald E. Huguenard, as of record in Deed Book 336, page 464, Register's Office of Cumberland County, Tennessee.

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TRACT NO. 3

To find the POINT OF BEGINNING, begin at a corner of the old original Holiday Hills corner being in the north right-of-way of the old Martin Road; thence, leaving said original corner, go thence North 01° 41' 14" East, 436.81 feet; thence North 16° 12' 27" East, 29.79 feet to point in the northerly right-of-way of Holiday Drive, said point having Tennessee State Coordinates of N 566,710.36 E 2,273,228.70, and being the POINT OF BEGINNING. Thence from said POINT OF BEGINNING, the following five (5) bearings and distances: (1) North 60° 31' 02" West, 209.74 feet; thence (2) North 76° 14' 24" West, 486.63 feet; thence (3) North 63° 36' 20" West, 278.14 feet; thence (4) South 63° 24' 47" West, 69.77 feet; thence, (5) South 66° 41' 29" West, 127.31 feet to a metal pin; thence leaving said right-of-way North, 16° 09' 28" West, 106.83 feet to a metal pin at the shoreline of Lake Holiday; thence with said shoreline the following eleven bearings and distances: (1) North 46° 28' 17" East, 64.48 feet; thence (2) North 73° 03' 26" East, 120.20 feet; thence (3) North 81° 00' 00" East, 163.00 feet; thence (4) South 72° 00' 00" East, 100.00 feet; thence (5) North 71° 00' 00" East, 150.00 feet; thence (6) South 81° 00' 00" East, 90.00 feet; thence (7) North 86° 00' 00" East, 135.00 feet; thence (8) North 78° 00' 00" East, 245.00 feet; thence (9) South 72° 30' 00" East, 167.00 feet; thence (10) South 24° 45' 00" East, 75.00 feet; thence (11) South 85° 45' 00" East, 20.00 feet to a metal pin, being a corner of the Boardwalk property tract; thence with a line of said tract South 16° 12' 27" West, 430.06 feet to the beginning, containing 7.74 acres, more or less.

Being the same property conveyed to Nashville-Toledo Associates, by Deed from Thomas L. Schlachter, William V. Papaik, and Ronald E. Huguenard, as of record in Deed Book 336, page 464, Register's Office of Cumberland County, Tennessee.

TRACT NO. 4

PARCEL A: BEGINNING at a metal stake in the fence of the Airport property and a corner of the Jay Olson 2.70 acre tract; thence with the Airport fence North 72° 43' 36" East, 1,062.02 feet to a fence corner; thence with the West right-of-way of a 50 foot easement South 00° 15' 47" East, 156.79 feet to a metal stake in the North right-of-way of Holiday Drive; thence with said right-of-way South 75° 35' 32" West, 71.70 feet to a metal stake; thence South 57° 05' 32" West, 535.00 feet to a metal stake; thence South 63° 35' 32" West, 416.71 feet to a metal stake also a corner of said 2.70 acre tract; thence with the East line of said tract, North 20° 08' 43" West, 357.12 feet to the beginning, containing 6.0 acres, more or less, per a survey by William E. Pugh, on June 4, 1975.

PARCEL B: BEGINNING on a metal stake in the North right-of-way of Holiday Drive, also being the Southwest corner of a 6.0 acre tract; thence with the arc of a curve along said Holiday Drive right-of-way a distance of 128.16 feet to the P.T. of said curve; thence South 05° 54' 28" East, 188.91 feet to the P.C. of a curve; thence with the arc of said curve, a distance of 212.93 feet to the P.T. of said curve; thence South 55° 05' 32" West, 217.20 feet to a metal stake; thence South 79° 05' 32" West, 91.89 feet to a metal stake; thence leaving said right-of-way North 40° 13' 14" West, 526.39 feet to a metal stake, being an original Northwest corner of which this is a part and the Northeast corner of a 5.11 acre tract; thence with the original line, North 05° 24' 04" East, 376.52 feet to a metal stake, being an original corner of which this is a part; thence continuing with original line North 72° 43' 36" East, 600.00 feet to a metal stake, being the Northwest corner of a 6.0 acre tract; thence South 20° 08' 43" East, 357.12 feet to the point of beginning, containing 11.20 acres, more or less.

PARCEL C: BEGINNING on a metal stake in the North right-of-way of Holiday Drive, also being the Southwest corner of a 11.20 acre tract; thence with said right-of-way, South 79° 05' 32" West, 465.42 feet to a metal stake; thence South 85° 10' 00" West, 167.60 feet to a metal stake; thence leaving said Holiday Drive, North 28° 32' 58" West, 310.14 feet to a metal stake, being an original Holiday Hills corner of the original property of which this is a part; thence with the original property line, North 61° 48' 42" East, 490.50 feet to a metal stake, being an original corner and a Northwest corner of a 11.20 acre tract; thence South 40° 13' 14" East, 526.39 feet to the point of beginning, containing 5.11 acres, more or less.

Being the same property conveyed to Nashville-Toledo Associates, by Deed from Billy G. Garrett, et ux, et al, as of record in Deed Book 319, page 713, Register's Office of Cumberland County, Tennessee.

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TRACT NO. 5

BEGINNING in the South right-of-way of Highway 70 South at the intersection of Holiday Drive; thence with the West right-of-way of Holiday Drive, South 16° 40' 10" East, 210.0 feet to a right-of-way marker; thence South 81° 07' 35" West, 17.5 feet to a right-of-way marker; thence South 09° 10' 08" West, 345.46 feet; thence South 12° 32' 40" East, 69.29 feet to a metal stake in the Northeast corner of the Cumberland Craft Center; thence with the North property line of said Craft Center South 82° 44' 44" West, 466.0 feet to a metal pin in the property line of the Turner property; thence with the East line of the Turner property, North 07° 22' 09" West, 570.73 feet to the South right-of-way of Highway 70 South; thence with the South right-of-way of said Highway North 78° 14' 50" East, 443.03 feet to a point; thence North 81° 07' 51" East, 94.95 feet to the beginning, containing 7.19 acres, more or less.

Being the same property conveyed to Nashville-Toledo Associates, by Deed from Billy G. Garrett, et ux, et al, as of record in Deed Book 319, page 713, Register's Office of Cumberland County, Tennessee.

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TRACT NO. 6

Being Lot No. 1687 as shown by Plat No. 12-A of plat of Holiday Hills Subdivision, which plat is duly recorded in Plat Book 2, page 54, Register's Office for Cumberland County, Tennessee, and being more specifically described as follows:

**BEGINNING** on an iron stake in the West right-of-way of Holiday Drive, said stake being North 11° 45' West, 216 feet from a fence corner, a corner of the Crossville Airport; thence South 80° 30' West, 481 feet to an iron stake in a fence and being Kenneth Turner's East boundary line; thence with said fence and boundary line, North 8° 30' West, 160 feet to an iron stake in said line; thence North 80° 30' East, 461.0 feet to an iron stake in the West right-of-way of Holiday Drive; thence with said right-of-way South 17° East, 160 feet to the beginning.

Being the same property conveyed to Nashville-Toledo Associates, by Deed from Billy G. Garrett, et ux, et al, as of record in Deed Book 319, page 713, Register's Office of Cumberland County, Tennessee.

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TRACT NO. 7

BEGINNING on a metal stake in the Western right-of-way of Holiday Drive, said stake being the Northeast corner of this described tract and being the Southeast corner of the Crafts Shop Tract; thence with the right-of-way of said road South 14° 12' 54" East, 216.0 feet to a metal fence post, said post being the Southeast corner of this tract and being a corner of the Airport Tract; thence with a line of said Airport tract and leaving said road right-of-way South 72° 59' 25" West, 495.63 feet to a metal stake in a fence line; thence leaving said Airport Tract, North 10° 49' 25" West, 300.24 feet to a metal stake, said stake being the Southwest corner of the aforementioned Crafts Shop Tract; thence with the southern line of the Crafts Shop North 82° 54' 58" East, 481.0 feet to the point of beginning, containing 2.64 acres, more or less.

Being the same property conveyed to Nashville-Toledo Associates, Inc., by Deed from Billy G. Garrett, et ux, et al, as of record in Deed Book 319, page 713, Register's Office of Cumberland County, Tennessee.

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TRACT NO. 8

Being Lot No. 25-A of Saint Charles Place Subdivision, a plat of which appears of record at Plat Book 8, page 130 as revised by a revealed Plat at Plat Book 8, page 191, Register's Office, Cumberland County, Tennessee, to which reference is made for a complete and accurate metes and bounds description of the subject lot. This lot has been more particularly described by metes and bounds as follows:

BEGINNING on a metal stake at the intersection of the Southern right-of-way of Highway 70 South, leading to Sparta, said point being in the center of the Old Stagecoach Road, also being in the Eastern right-of-way of Holiday Drive leading to the Playhouse; thence with the Eastern right-of-way of said Holiday Drive South 02° 11' 33" East, 139.68 feet to a metal stake; thence continuing with said road right-of-way South 09° 10' 08" West, 151.27 feet to a metal stake at the intersection of the Northern right-of-way of Water View Drive and the Eastern right-of-way of Holiday Drive; thence with the Northern right-of-way of said Water View Drive South 88° 20' 43" East, 200.0 feet to a metal stake; thence leaving said Water View Drive North 03° 02' 05" East, 331.68 feet to a metal stake in the Southern right-of-way of the aforementioned Highway 70 South; also being in the center of the Old Stagecoach Road; thence with the Southern right-of-way of said Highway, also being the center line of the Old Stagecoach Road, South 79° 26' 43" West, 200.0 feet to the point of beginning, containing 1.34 acres, more or less.

Being the same property conveyed to Nashville-Toledo Associates, Inc., by Deed from Billy G. Garrett, et ux, et al, as of record in Deed Book 319, page 713, Register's Office of Cumberland County, Tennessee.

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TRACT NO. 9

**PARCEL A:** BEGINNING on a metal stake, being the Northwest corner of a 1.26 acre tract fronting on Holiday Circle; thence South 07° 30' 09" East, 147.37 feet to a metal stake; thence South 14° 49' 24" West, 163.93 feet to metal stake, thence South 62° West, 18 feet to a metal stake; thence North 88° 11' 52" West, 160.59 feet to a metal stake in the East right-of-way of Holiday Drive; thence with said right-of-way North 34° 04' 17" West, 37.07 feet to a stake; thence North 11° 53' 11" West, 293.06 feet to a metal stake, thence leaving said right-of-way North 66° 09' 23" East, 269.11 feet to a metal stake, thence South 16° 04' 21" East, 123.07 feet to the point of beginning, containing 2.17 acres, more or less.

**PARCEL B:** BEGINNING on a metal stake in the West right-of-way of Holiday Circle; thence with said right-of-way South 18° 32' 13" East, 64.94 feet to a metal stake; thence South 09° 03' 57" East, 86.63 feet to a metal stake; thence leaving said right-of-way South 68° 11' 50" West, 300.52 feet to a metal stake; thence North 12° 10' 45" West, 140.63 feet to a metal stake; thence North 66° 09' 23" East, 300.0 feet to the point of beginning, containing 1.0 acres, more or less.

Being the same property conveyed to Nashville-Toledo Associates, by Deed from Billy G. Garrett, et ux, et al, as of record in Deed Book 319, page 713, Register's Office of Cumberland County, Tennessee.

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EXHIBIT B

TRACT 1 - PARCELS A, B and C

EXCEPTIONS

1. The lien of the General Taxes for the year 1987, and thereafter.
2. The lien of any Special Taxes or assessments entered after the date hereof.
3. Subject to implied covenant or reciprocal negative easement with respect to the continued maintenance of Lake Holiday as a lake.
4. Subject to the prohibition against the use of any septic system except central sewer in the disposal of sewage discharge as contained in a deed from Crossville Condos, Inc. to Boardwalk, Inc., dated January 24, 1981, of record at Deed Book 236, page 754, said Register's Office.
5. Subject to the right of the City of Crossville to use and take water from Lake Holiday as a source of water supply as contained in instruments of record dated August 22, 1963, from the City of Crossville to Holiday Hills, Inc., of record at Deed Book 63, page 201, said Register's Office. This reservation is restated in a deed from Crossville Condos, Inc., to Boardwalk, Inc., dated January 24, 1981, of record at Deed Book 236, page 754, said Register's Office.
6. Subject to such easements and conditions as are apparent from a visible inspection of the property.
7. Subject to any and all governmental rules and regulations.
8. Declaration of Covenants and Restrictions of Thunder Hollow Development, of record in said Register's Office in Deed Book 344, page 540.
9. Supplemental Declaration of Protective Covenants, Riverbend Subdivision at Thunder Hollow, of record in said Register's Office in Deed Book 344, page 566.
10. Deed of Trust securing J. H. Graham, III and wife, Jenny Jo Graham, the payment of a Note dated June 6, 1986, in the original principal sum, of \$75,000.00, of record in Miscellaneous Book 309, page 466, Register's Office for Cumberland County, Tennessee. (This exceptions applies to Parcel B, only.)

TRACT 2 - 165.4 Acres

EXCEPTIONS

1. The lien of the General Taxes for the year 1987, and thereafter.
2. The lien of any Special Taxes or assessments entered after the date hereof.

3. Oil and Gas Lease dated April 20, 1981, form S. Henry Rodgers and M. E. Dorton to Billy G. Garrett at Miscellaneous Book 226, page 574, assigned to Paul Smith, et al. at Miscellaneous Book 249, page 60, Register's Office, Cumberland County, Tennessee.
4. Subject to any and all governmental rules and regulations.
5. Subject to such covenants and conditions as are apparent by a visible inspection of the property.
6. Declaration of Covenants and Restrictions of Thunder Hollow Development, of record in said Register's Office in Deed Book 344, page 540.

TRACT 3

EXCEPTIONS

1. The lien of the General Taxes for the year 1987, and thereafter.
2. The lien of any Special Taxes or assessments entered after the date hereof.
3. Subject to implied covenant or reciprocal negative easement with respect to the continued maintenance of Lake Holiday as a lake.
4. Subject to the prohibition against the use of any septic system except central sewer in the disposal of sewage discharge as contained in a deed from Crossville condos, Inc. to Boardwalk, Inc., dated January 24, 1981, of record at Deed Book 236, page 754, said Register's Office.
5. Subject to the right of the City of Crossville to use and take water from Lake Holiday as a source of water supply as contained in instruments of record dated August 22, 1963, from the City of Crossville to Holiday Hills, Inc., of record at Deed Book 63, page 201, said Register's Office. This reservation is restated in a deed from Crossville Condos, Inc., to Boardwalk, Inc., dated January 24, 1981, of record at Deed Book 236, page 754, said Register's Office.
6. Subject to such easements and conditions as are apparent from a visible inspection of the property.
7. Subject to any and all governmental rules and regulations.
8. Declaration of Covenants and Restrictions of Thunder Hollow Development, of record in said Register's Office in Deed Book 344, page 540.

TRACT 4 - PARCELS A, B, and C

EXCEPTIONS

1. The lien of the General Taxes for the year 1987, and thereafter.
2. The lien of any Special Taxes or assessments entered after the date hereof.

3. Subject to implied covenant or reciprocal negative easement with respect to the continued maintenance of Lake Holiday as a lake.
4. Subject to such easements and conditions as are apparent from a visible inspection of the property.
5. Subject to any and all governmental rules and regulations.
6. Declaration of Covenants and Restrictions of Thunder Hollow Development, of record in said Register's Office in Deed Book 344, page 540.
7. Deed of Trust securing Commerce Union Bank, the payment of one note dated July 23, 1986, in the original principal sum of \$527,750.00, of record in Miscellaneous Book 307, page 538.

TRACT 5

EXCEPTIONS

1. The lien of the General Taxes for the year 1987, and thereafter.
2. The lien of any Special Taxes or assessments entered after the date hereof.
3. Subject to implied covenant or reciprocal negative easement with respect to the continued maintenance of Lake Holiday as a lake.
4. Subject to such easements and conditions as are apparent from a visible inspection of the property.
5. Subject to any and all governmental rules and regulations.
6. Declaration of Covenants and Restrictions of Thunder Hollow Development, of record in said Register's Office in Deed Book 344, page 540.
7. Deed of Trust securing Commence Union Bank, the payment of one note dated July 23, 1986, in the original principal sum of \$517,750.00, of record in Miscellaneous Book 307, page 538.

TRACT 6

EXCEPTIONS

1. The lien of the General Taxes for the year 1987, and thereafter.
2. The lien of any Special Taxes or assessments entered after the date hereof.
3. Subject to implied covenant or reciprocal negative easement with respect to the continued maintenance of Lake Holiday as a lake.
4. Subject to such easements and conditions as are apparent from a visible inspection of the property.



5. Subject to any and all governmental rules and regulations.
6. Declaration of Covenants and Restrictions of Thunder Hollow Development, of record in said Register's Office in Deed Book 344, page 540.
7. Building Set Back Lines and Easements as shown on plat of said property, recorded in the Register's Office of Cumberland County, Tennessee, in Plat Book 2, page 84.
8. Restrictive Covenants pertaining to Holiday Hills Subdivision, of record in said Register's Office in Miscellaneous Book 38, page 431.
9. Deed of Trust Securing Commerce Union Bank, the payment of one note dated July 23, 1986, in the original principal sum of \$517,750.00, or record in Miscellaneous Book 307, page 538.

**TRACT 7**

**EXCEPTIONS**

1. The lien of the General Taxes for the year 1987, and thereafter.
2. The lien of any Special Taxes or assessments entered after the date hereof.
3. Subject to implied covenant or reciprocal negative easement with respect to the continued maintenance of Lake Holiday as a lake.
4. Subject to such easements and conditions as are apparent from a visible inspection of the property.
5. Subject to any and all governmental rules and regulations.
6. Declaration of Covenants and Restrictions of Thunder Hollow Development, of record in said Register's Office in Deed Book 344, page 540.
7. Deed of Trust securing Commerce Union Bank, the payment of one note dated July 23, 1986, in the original principal sum of \$517,750.00, of record in Miscellaneous Book 307, page 538.

**TRACT 8**

**EXCEPTIONS**

1. The lien of the General Taxes for the year 1987, and thereafter.
2. The lien of any Special Taxes or assessments entered after the date hereof.
3. Subject to implied covenant or reciprocal negative easement with respect to the continued maintenance of Lake Holiday as a lake.

4. Subject to such easements and conditions as are apparent from a visible inspection of the property.
5. Subject to any and all governmental rules and regulations.
6. Declaration of Covenants and Restrictions of Thunder Hollow Development, of record in said Register's Office in Deed Book 344, page 540.
7. Subject to set back lines and easements as shown on a revised plat of St. Charles Place Subdivision, of record in the Register's Office of Cumberland County, Tennessee, in Plat Book 8, page 191, revising plat in Plat Book 8, page 130.
8. Deed of Trust securing Commerce Union Bank, the payment of one note dated July 23, 1986, in the original principal sum of \$517,750.00, of record in Miscellaneous Book 307, page 538.

**TRACT 9 - PARCELS A and B**

**EXCEPTIONS**

1. The lien of the General Taxes for the year 1987, and thereafter.
2. The lien of any Special Taxes or assessments entered after the date hereof.
3. Subject to implied covenant or reciprocal negative easement with respect to the continued maintenance of Lake Holiday as a lake.
4. Subject to such easements and conditions as are apparent from a visible inspection of the property.
5. Subject to any and all governmental rules and regulations.
6. Declaration of Covenants and Restrictions of Thunder Hollow Development, of record in said Register's Office in Deed Book 344, page 540.
7. Deed of Trust securing Commerce Union Bank, the payment of one note dated July 23, 1986, in the original principal sum of \$517,750.00, of record in Miscellaneous Book 307, page 538.

STATE OF TENNESSEE, CUMBERLAND COUNTY  
 The foregoing instrument and certificate were noted in Note Book 2, Page 165 at 3:40 o'clock PM July 19 1988  
 and recorded in Deed Book 360, Series --- Page 274 State Tax Paid \$ --- Fee --- Recording Fee 72.00 Total \$ 72.00  
 Witness My hand,  
 record No. 23150  
Judy Graham Swallows, Register  
 By: Mary Lou Jackson D.R.

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