# QUITCLAIM DEED

47

State of Tennessee )
County of Davidson )

The actual consideration or value, whichever is greater, for this transfer is: $ -0-

Affiant

Sworn to and subscribed before me this, the 6th day of October, 1999.

NOTARY PUBLIC
My Commission Expires: 7/28/2001

This instrument prepared by:
Robert F. Spann, Attorney-at-Law
Washington Square, Suite 400
214 Second Avenue, North
Nashville, TN 37201

Return to:
CAPITOL TITLE & ESCROW, INC.

ADDRESS NEW OWNERS:

David R. Bunce, and wife
Reba D. Bunce
2875 Union Hill Road
Joelton, TN 37080

SEND TAX BILLS TO:

SAME

MAP/PARCEL NUMBER:

Map 15
Part of Parcel 100

BOOK 11704 PAGE 213

FOR AND IN CONSIDERATION of the mutual benefits inuring to the parties by resolving a boundary line dispute between the owners of certain parcels or tracts of land located in Davidson County, Tennessee, being Map 15, Parcels 99, and/or 178, and/or 271, and Map 15, Parcel 100, in accordance with the terms and provisions of the Real Property Boundary Line Agreement attached hereto and referred to herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, JAMES C. MIDGETT, JR., and his sister, MARILYN M. MIDGETT, Grantors, do hereby quitclaim and convey to DAVID R. BUNCE, and wife, REBA D. BUNCE, Grantees, their successors and assigns, all our right, title and interest as follows:

See **Exhibit "A"**, attached hereto, and incorporated herein by this reference.

It is the specific intent of the grantors herein to quitclaim and convey to said grantees any and all right, title, interest, claim or demand in or to property, a parcel(s) or tract(s) of land in Davidson County, Tennessee, bounded by the agreed common boundary line between the said Map 15, Parcel 100, and Map 15, Parcels 99, and/or 178, and/or 271, situated generally to the west of, and beyond the agreed common boundary line described hereinabove, and in the referenced Real Property Boundary Line Agreement attached hereto.

This Quitclaim Deed is issued in recognition of, and in accordance with, and in furtherance of the Real Property Boundary Line Agreement, (a copy of which is attached hereto as **Attachment "1"**, and incorporated by this reference as fully as if set forth verbatim herein), between David R. Bunce and wife, Reba D. Bunce, and James C. Midgett, Jr. and Marilyn M. Midgett that the agreed common boundary line, between Map 15, Parcels 99, and/or Parcel 178, and/or 271, and Map 15, Parcel 100, is the line described in **Exhibit "A"** hereto, as marked on the ground on September 15, 1999, and September 29, 1999 by John B. Rainey and Associates, registered land surveyors.

Being a portion of the real property partially devised to James C. Midgett, Jr., and Marilyn M. Midgett, as representatives of their Mother, Helen Marie Baxter Midgett by Sadie Baxter, in Will Book 201, Page 606, Probate Court Clerk's Office of Davidson County, Tennessee, all remaining interest having been conveyed to James C. Midgett, Jr. by deeds of record in Book 10984, Page 262; and in Book 10984, Page 265; and in Book 10984, Page 268, Register's Office for Davidson County, Tennessee.

IN WITNESS WHEREOF, we have hereunto set our hands on this, the 6th day of October, 1999.

JAMES C. MIDGETT, JR.
Grantor

MARILYN M. MIDGETT
Grantor

J646697

99 OCT 14 PM 3:38

REGISTER
DAVIDSON COUNTY, TN.

STATE OF TENNESSEE )
)
COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, to James C. Midgett, Jr., and his sister, Marilyn M. Midgett, the bargainers, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who under oath acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal this, the 6th day of October, 1999.

NOTARY PUBLIC

My Commission Expires: 7/28/2001

Bruce Rainey AND ASSOCIATES

– LAND DEVELOPMENT CONSULTANTS –

ENGINEERING — SURVEYING — PLANNING

# Legal Description
**for**
**Property Line Agreement**
**990129.lgl**

BOOK 11704 PAGE 214

Land in Davidson County, Tennessee and being an agreed property line between the properties of David R Bunce et ux (recorded in Book 11364 , page 069 R.O.D.C.,Tn., Map 15 parcel 271.00) , Ann A. Jones ( recorded in Book 7328 , page 617 R.O.D.C.,Tn.; Map 15, parcel 99.00 ), and James C. Midgett Jr. et al ( recorded in Book 10984 , page 262, page 265 and page 268 R.O.D.C.,Tn and Will Book 201, page 606 Probate Court Davidson County, Tennessee, Map 15, parcel 100 00) and being more particularly described according to a survey by J. Bruce Rainey, Surveyor # 823 dated September 29, 1999 and known as Job No. 990129 as follows:

Beginning at an existing iron pin found on the Southerly margin of Union Hill Road, said iron pin being 25' South of the centerline of the said Road and also being the Northeast corner of the David R. Bunce land of record in Book 11364, page 069, R.O.D.C.,Tn. and the Northwest corner of the James C. Midgett Jr. land of record in Book 10984, page 262 R.O.D.C.,Tn., said point of beginning also being N42°34'48"E 698 25' from the centerline intersection of Union Hill Road with Wilkinson Road , thence leaving the margin of Union Hill Road and with the agreed property line S04°58'27"W passing a concrete monument set by Bruce Rainey & Associates at 100.00', a steel fence post set by Rainey at 400.00'; a steel fence post set by Rainey at 800.00' ; another Steel Fence post set by Rainey at 1200.00'; another steel fence post set by Raincy at 1600.00' another Steel Fence post set by Rainey at 1800.00'; another concrete monument set by Rainey at 3150.00' in all 3248.06' along the same bearing of S04°58'27"W to an existing iron pin on the Right of way of interstate highway I-24, the terminus of this Boundary line agreement.

116 Maple Row Boulevard • Hendersonville, TN 37075 • (615) 822-0012 • FAX (615) 824-1487

EXHIBIT "A"

# REAL PROPERTY BOUNDARY LINE AGREEMENT

**THIS AGREEMENT** is made and entered into this the 7th day of October, 1999, by and between, **JAMES C. MIDGETT, JR.**, who resides at 6240 Eatons Creek Road, Joelton, Tennessee 37080, and his sister, **MARILYN M. MIDGETT**, who resides at 118B Hankins Drive, Lebanon, Tennessee 37087, parties of the first part, hereinafter sometimes referred to as "Midgett", and **ANN A. JONES**, a widow, who resides at 308 Champions Drive, Springfield, Tennessee 37172, party of the second part, hereinafter sometimes referred to as "Jones", and **DAVID R. BUNCE**, and wife, **REBA D. BUNCE**, who reside at 2875 Union Hill Road, Joelton, Tennessee 37080, parties of the third part, hereinafter sometimes referred to as "Bunce".

**WITNESSETH:**

BOOK 11704 PAGE 215

**WHEREAS**, the parties of the first part, Midgett, are the owners of certain real property situated in Davidson County, Tennessee, and depicted on Tax Assessor's Office Map 15, Parcel 100, being more particularly described as follows: Lot No. 4 in the subdivision of the lands of Weaver, Harris, and others, in the 14th civil district of Davidson County, Tennessee; the plan of said subdivision being of record in Plan Book 2, Page 183 of the Chancery Court of Davidson County, Tennessee. The said real property having been partially devised to Midgett by Sadie Baxter, grandmother of the said parties of the first part, who died testate, on September 28, 1995, leaving a Last Will and Testament of record in Will Book 201, Page 606, Probate Court Clerk's Office of Davidson County, Tennessee, whereby she devised a 1/6 undivided fee simple interest each to James C. Midgett, Jr., and Marilyn M. Midgett, as representatives of their Mother, Helen Marie Baxter Midgett, who predeceased her Mother, Sadie Baxter. The said James C. Midgett, Jr. subsequently purchased all of the remaining interest in the fee of the said real property, except the aforesaid undivided 1/6 interest of the said Marilyn M. Midgett, as follows: on June 18, 1998, an undivided 1/3 interest from Iris Wanda Ing, and husband, Palmer W. Ing, by deed of record in Book 10984, Page 262, Register's Office for Davidson County, Tennessee; and on June 18, 1998, an undivided 1/6 interest from Shirley Baxter Newman, and husband, William Newman, by deed of record in Book 10984, Page 265, Register's Office for Davidson County, Tennessee; and on June 18, 1998, an undivided 1/6 interest from Clinton Wayne Baxter, and wife, Gail Baxter, by deed of record in Book 10984, Page 268, Register's Office for Davidson County, Tennessee. Reference is made to these said instruments for a more detailed and complete description of the said property.

**WHEREAS**, the party of the second part, Jones, is the owner of certain real property situated in Davidson County, Tennessee, and depicted on Tax Assessor's Office Map 15, Parcel 178, and/or part of Parcel 99, being more particularly described as follows: Part of Lot No. 3 in the subdivision of the lands of Weaver, Harris, and others, in the 14th civil district of Davidson County, Tennessee; the plan of said subdivision being of record in Plan Book 2, Page 183 of the Chancery Court of Davidson County, Tennessee. The said Lot No. 3 having been conveyed to the party of the second part, Ann A. Jones, and husband, Jimmy Ray Jones, as follows: on June 8, 1974, by Nellie May Cooper, and husband, James Arthur Cooper, by deed of record in Book 4833, Page 1, Register's Office for Davidson County, Tennessee; and on June 11, 1982, by Nellie May Cooper, a widow, by deed of record in Book 5900, Page 27, Register's Office for Davidson County, Tennessee; and on August 18, 1987, by Daniel L. Wischhof, Trustee, by deed of record in Book 7328, Page 617, Register's Office for Davidson County, Tennessee, the said Jimmy Ray Jones having since died. Reference is made to these said instruments for a more detailed and complete description of the said property.

**WHEREAS**, the parties of the third part, Bunce, are the owners of certain real property situated in Davidson County, Tennessee, and depicted on Tax Assessor's Office Map 15, being part of Parcel 99, being more particularly described as follows: Part of Lot No. 3 in the subdivision of the lands of Weaver, Harris, and others, in the 14th civil district of Davidson County, Tennessee; the plan of said subdivision being of record in Plan Book 2, Page 183 of the Chancery Court of Davidson County, Tennessee. The said real property was conveyed, on February 25, 1999, by Ann A. Jones, unmarried, to David R. Bunce, and wife, Reba D. Bunce, (Map 15, Parcel 271) by deed of record in Book 11364, Page 69, Register's Office for Davidson County, Tennessee. Reference is made to these said instruments for a more detailed and complete description of the said property.

**WHEREAS**, a continuing, genuine dispute or conflict has arisen as to the proper, true, and correct location of the common boundary line between the aforesaid property of the parties of the first part, Midgett, and the party of the second part, Jones, and the parties of the third part, Bunce, which adversely impacts the full and quiet enjoyment and title of the said parties to their respective properties, and which is a result of conflicts or discrepancies between a certain survey performed by John B. Rainey and Associates, registered land surveyors, on the property now owned by the parties of the first part, Midgett, being Map 15, Parcel 100, on May 10, 1976, and revised on May 20, 1976, as re-established and re-confirmed in 1999; and a survey or surveys performed by R. L. Montoya, registered land surveyor, on the property then owned by the party of the second part, Jones, being Map 15, Parcel 178, and/or Parcel 99, and/or part of Parcel 99, dated May 21, 1998, and revised on February 6, 1999; and a certain mortgage loan inspection performed by the said R. L. Montoya, and dated February 15, 1999, on the property now owned by the parties of the third part, Bunce, and accompanied by the placement of at least two (2) pins or rods that encroached upon the said property of the parties of the first part.

**WHEREAS**, all parties hereto and/or their respective registered land surveyor(s) have each in turn viewed, or have had a full opportunity to view the common boundary marked on the ground by the said John B. Rainey and Associates on or about September 15, 1999, and as more permanently marked and described on September 29, 1999, and dated September 29, 1999, and desire to fix the proper, true, accurate, and correct location of the common boundary between their said respective adjoining parcels or tracts of land based upon a certain survey performed by John B. Rainey and Associates, registered land surveyors, on May 10, 1976, and revised on May 20, 1976, as re-established and re-confirmed in 1999, and as more particularly described, and more permanently marked on September 29, 1999; to accept, and declare the same to be the true and correct boundary between them, and to thereafter be in a position to improve, use, or dispose of their said properties to the common boundary in any manner they so desire.

**NOW THEREFORE, FOR AND IN CONSIDERATION OF** the premises, and of establishing the correct boundary line between their respective tracts or parcels of land, and of the settlement of a dispute, and of the promises set forth hereinafter; and for and in consideration of the mutual benefits to be derived by all parties hereto, and other good, valuable, and satisfactory consideration, the receipt and sufficiency of which is acknowledged, the parties hereby agree as follows:



ATTACHMENT "1"

The parties hereby acknowledge and agree that the common boundary between their said respective properties has now been properly and correctly marked and fixed on the ground, on September, 15, 1999, and September 29, 1999, by stakes, and/or steel fence posts, and/or concrete monuments, and/or rods, and/or pins, and/or old blazed trees, and/or existing fence posts and fencing, pursuant to the said survey of John B. Rainey and Associates, registered land surveyors, first performed on May 10, 1976, and revised on May 20, 1976, and as resurveyed and reconfirmed, and as more permanently marked and described, on or about September 15, 1999, and September 29, 1999; and dated September 29, 1999, and do hereby agree that the said boundary is, and shall be the true and correct boundary line between their said respective parcels or tracts of land, and is more particularly described as follows:

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See **Exhibit "A"**, attached hereto, and incorporated herein by this reference.

It is further hereby agreed by and between the parties hereto that from and after the date of this Agreement, the said agreed common boundary line shall be described in all deeds, legal descriptions, agreements, and any and all other documents in any manner relating to the said boundary as described and set forth in **Exhibit "A"** to this Agreement.

Parties of the first part, Midgett, hereby agree that they have no right, title, interest, claim or demand in or to the parcels or tracts (Map 15, Parcels 99, and/or 178, and/or 271) bounded by said boundary line, situated generally to the west of, and beyond the line described and agreed upon in this Agreement. Parties of the second part, Jones, and third part, Bunce, hereby agree that they have no right, title, interest, claim or demand in or to the parcel or tract (Map 15, Parcel 100) bounded by said boundary line, situated generally to the east of, and beyond the line described and agreed upon in this Agreement.

It is further hereby agreed by and between the parties hereto that they shall execute quitclaim deeds incorporating this Agreement as to the location and description of the common boundary line, by reference and attachment thereto, contemporaneously with this Agreement, and hereby specifically agree that this Agreement and all accompanying or related deeds, or corrections to deeds, and any other related documents, shall be recorded in the Register's Office for Davidson County, Tennessee as soon as practical following their execution; and, in any event, prior to the execution and recording of any other closing documents, deeds, deeds of trust, mortgages, or other documents, affecting, involving, or in any manner relating to the said agreed common boundary line.

This Agreement is the entire understanding of the parties. There are no representations, or promises other than those expressly set forth herein.

It is hereby further agreed by and between the parties hereto that this Agreement shall inure to the benefit of, and be binding upon them, their heirs, assigns, representatives, executors, and administrators, and that they shall hereafter fully respect the said agreed boundary line so located, each free to utilize the property up to the agreed boundary without notice to the other as each may wish, according to law.

In the event that any action regarding the enforcement of the said common boundary line is filed between any or all of the parties hereto, it is hereby agreed that the unsuccessful party(ies) in the action shall pay to the successful party(ies) their reasonable attorneys' fees, in addition to all other costs or sums that the successful party(ies) may be required to pay.

**IN WITNESS WHEREOF**, the said parties have hereunto set their hands on the day and year first above written. This Agreement has been executed in four (4) duplicate originals, with one of the duplicate originals to be copied and attached, as **Attachment "1"**, to all quitclaim deeds executed pursuant to this Agreement, and recorded therewith, as aforesaid and thereafter promptly returned to the party of the first part, and one duplicate original being retained by each of the parties hereto. By their signatures, affixed hereto, each person who is a party hereto signifies and acknowledges that he or she has read and understands this Agreement, and has received a fully executed duplicate original, as aforesaid.

James C. Midgett, Jr.

**JAMES C. MIDGETT, JR.**
Party of the first part

Marilyn M. Midgett

**MARILYN M. MIDGETT**
Party of the first part

STATE OF TENNESSEE )
)
COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, James C. Midgett, Jr., and Marilyn M. Midgett, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal this the 6th day of October, 1999.

John A. Tipton

NOTARY PUBLIC

My Commission Expires: 7/28/2001

**ANN A. JONES**
Party of the second part

STATE OF TENNESSEE )
)
COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Ann A Jones, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal this the 7th day of October, 1999.

NOTARY PUBLIC

My Commission Expires: 12/18/2001

DORIS COLEY NOTARY PUBLIC AT LARGE SUMNER COUNTY, TENNESSEE

**REBA D. BUNCE**
Party of the third part

STATE OF TENNESSEE )
)
COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Reba D. Bunce, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal this the 7th day of October, 1999.

NOTARY PUBLIC

My Commission Expires: July 10, 2001

**DAVID R. BUNCE**
Party of the third part

STATE OF TENNESSEE )
)
COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, David R. Bunce, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal this the 7th day of October, 1999.

NOTARY PUBLIC

My Commission Expires: 3/23/02

Bruce Rainey AND ASSOCIATES
— LAND DEVELOPMENT CONSULTANTS —
ENGINEERING — SURVEYING — PLANNING

**Legal Description**
**for**
**Property Line Agreement**
**990129.lgl**

BOOK 11704 PAGE 218

Land in Davidson County, Tennessee and being an agreed property line between the properties of David R Bunce et ux (recorded in Book 11364 , page 069 R.O.D.C.,Tn., Map 15 parcel 271.00) , Ann A. Jones ( recorded in Book 7328 , page 617 R.O.D.C.,Tn.; Map 15, parcel 99.00 ), and James C. Midgett Jr. et al ( recorded in Book 10984 , page 262, page 265 and page 268 R.O.D.C.,Tn and Will Book 201, page 606 Probate Court Davidson County, Tennessee, Map 15, parcel 100 00) and being more particularly described according to a survey by J. Bruce Rainey, Surveyor # 823 dated September 29, 1999 and known as Job No. 990129 as follows:

Beginning at an existing iron pin found on the Southerly margin of Union Hill Road, said iron pin being 25' South of the centerline of the said Road and also being the Northeast corner of the David R. Bunce land of record in Book 11364, page 069, R.O.D.C.,Tn. and the Northwest corner of the James C. Midgett Jr. land of record in Book 10984, page 262. R.O.D.C ,Tn., said point of beginning also being N42°34'48"E 698.25' from the centerline intersection of Union Hill Road with Wilkinson Road ; thence leaving the margin of Union Hill Road and with the agreed property line S04°58'27"W passing a concrete monument set by Bruce Rainey & Associates at 100.00', a steel fence post set by Rainey at 400.00'; a steel fence post set by Rainey at 800.00' ; another Steel Fence post set by Rainey at 1200.00'; another steel fence post set by Rainey at 1600.00' another Steel Fence post set by Rainey at 1800.00'; another concrete monument set by Rainey at 3150.00' in all 3248.06' along the same bearing of S04°58'27"W to an existing iron pin on the Right of way of interstate highway I-24, the terminus of this Boundary line agreement.

116 Maple Row Boulevard • Hendersonville, TN 37075 • (615) 822-0012 • FAX (615) 824-1487

EXHIBIT "A"