



Commission (hereinafter collectively referred to as “*Defendants*”). In support thereof, Plaintiffs would state as follows:

**PARTIES, JURISDICTION, AND VENUE**

1. Plaintiff Michael Kunz and Plaintiff Renee Kunz reside at real property located at 119 Valley Drive, Silverpoint, Tennessee 38582.
2. Plaintiff Kenneth Barnes resides at real property located at 19032 Stonebluff Lane, Noblesville, Indiana 46062.
3. Plaintiff Todd Stanley resides at real property located at 1259 John Bart Road, Lebanon, Indiana 46052.
4. Plaintiff Eric Evert and Plaintiff Krystn Evert reside at real property located at 796 S. Prospect Place, Elmhurst, Illinois 60126.
5. Plaintiff Logan Dixon resides at real property located at 307 Tarrack Court, Mt. Juliet, Tennessee 37122.
6. Plaintiff Kevin Stocklin resides at real property located at 9452 Highwood Hills Road, Brentwood, Tennessee 37027.
7. Plaintiff Stephen Sine and Plaintiff Patricia Sine reside at real property located at 9544 Sanctuary Place, Brentwood, Tennessee 37027.
8. Plaintiff Thomas Thompson resides at real property located at 1333 Countyline Road, Alexandria, Tennessee 37012.
9. Plaintiff Kenneth Barnes and Plaintiff Todd Stanley reside at real property located at 19032 Stonebluff Lane, Nolensville, Tennessee 37135.
10. Plaintiff Henry Welch and Plaintiff Erin Welch reside at real property located at 501 Stephans Street, Spring Hill, Tennessee 37174.

11. Plaintiff Ron Creviston and Plaintiff Constance Creviston reside at real property located at 13197 Agua Marine Drive, Carmel, Indiana 46033.
12. Defendant RLA Equity Group, LLC, is a limited liability company organized under the laws of the state of Florida with a principal office address of 1705 S. Ocean Boulevard, Delray Beach, Florida 33483.
13. Defendant Southland Marketing & Development, Inc., is a for-profit corporation organized under the laws of the state of Tennessee with a principal office address of 1600 Downtown West Boulevard, Suite A, Knoxville, Tennessee 37919.
14. Defendant Government of DeKalb County, Tennessee (“*DeKalb County*”) is the government system for DeKalb County, Tennessee. The DeKalb County Regional Planning Commission (“*Planning Commission*”) is a department of the DeKalb County Government. It serves as an advisory and planning body, preparing general regional plans for DeKalb County to guide land use and community development.
15. The Davidson County Chancery Court has personal jurisdiction over the conduct in this matter pursuant to Tenn. Code Ann. §§ 20-2-222 & 20-2-223.
16. The Davidson County Chancery Court has subject matter jurisdiction pursuant to Tenn. Code Ann. § 16-11-102.
17. Venue properly lies with the Davidson County Chancery Court pursuant to Tenn. Code Ann. § 20-4-101, as the civil action is transitory in nature, and the cause of action arose in Davidson County, where the Defendants reside.

#### FACTUAL AVERMENTS

18. Defendant RLA Equity Group, LLC (“*RLA*”) is a developer.

19. Defendant RLA purchased land in DeKalb County to develop into a subdivision referred to as Silver Point Shores and more particularly described in Plat Book 1, Page 1143, in the DeKalb Register of Deeds Office (“*Silver Point Shores*”).
20. Silver Point Shores consists of thirty-six (36) lots.
21. The Plaintiffs in this action all own a lot within Silver Point Shores. A breakdown of ownership, purchase price, and acreage is attached as Exhibit 1.
22. On September 17, 2022, Plaintiffs Michael Kunze and Renee Kunze entered into an Agreement of Sale<sup>1</sup> (the “*Kunze Agreement*”) with Defendant RLA to purchase real property in DeKalb County, Tennessee, commonly known as Lot 37 in Silver Point Shores (the “*Kunze Property*”).
23. On September 17, 2022, Plaintiffs Kenneth Barnes and Todd Stanley entered into an Agreement of Sale (the “*Barnes Agreement*”) with Defendant RLA to purchase real property in DeKalb County, Tennessee, commonly known as Lot 15 in Silver Point Shores (the “*Barnes Property*”).
24. On September 17, 2022, Plaintiffs Ron Creviston and Constance Creviston entered into an Agreement of Sale (the “*Creviston Agreement*”) with Defendant RLA to purchase real property in DeKalb County, Tennessee, commonly known as Lot 15 in Silver Point Shores (the “*Creviston Property*”).
25. On September 17, 2022, Plaintiff Logan Dixon entered into an Agreement of Sale<sup>2</sup> (the “*Dixon Agreement*”) with Defendant RLA to purchase real property in DeKalb County, Tennessee, commonly known as Lot 31 in Silver Point Shores (the “*Dixon Property*”).

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<sup>1</sup> A copy of the Kunze Agreement is attached hereto as Collective Exhibit 2.

<sup>2</sup> A copy of the Dixon Agreement is attached hereto as Collective Exhibit 2.

26. On September 17, 2022, Plaintiffs Eric Evert and Krystin Evert entered into an Agreement of Sale<sup>3</sup> (the “*Evert Agreement*”) with Defendant RLA to purchase real property in DeKalb County, Tennessee, commonly known as Lot 30 in Silver Point Shores (the “*Evert Property*”).

27. On September 17, 2022, Plaintiffs Stephen Sine and Patricia Sine entered into an Agreement of Sale<sup>4</sup> (the “*Sine Agreement*”) with Defendant RLA to purchase real property in DeKalb County, Tennessee, commonly known as Lot 26 in Silver Point Shores (the “*Sine Property*”).

28. On September 17, 2022, Plaintiff Kevin Stocklin entered into an Agreement of Sale<sup>5</sup> (the “*Stocklin Agreement*”) with Defendant RLA to purchase real property in DeKalb County, Tennessee, commonly known as Lot 16 in Silver Point Shores (the “*Stocklin Property*”).

29. On September 17, 2022, Plaintiff Thomas Thompson entered into an Agreement of Sale (the “*Thompson Agreement*”) with Defendant RLA to purchase real property in DeKalb County, Tennessee, commonly known as Lots 14 and 24 in Silver Point Shores (the “*Thompson Property*”).

30. On September 17, 2022, Plaintiffs Henry Welch and Erin Welch entered into an Agreement of Sale<sup>6</sup> (the “*Welch Agreement*”) with Defendant RLA to purchase real property in DeKalb County, Tennessee, commonly known as Lot 16 in Silver Point Shores (the “*Welch Property*”).

31. The Kunze Agreement, Dixon Agreement, Evert Agreement, Sine Agreement, Stocklin Agreement, and Welch Agreement and all other Plaintiffs’ agreements which are identical

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<sup>3</sup> A copy of the Evert Agreement is attached hereto as Collective Exhibit 2.

<sup>4</sup> A copy of the Sine Agreement is attached hereto as Collective Exhibit 2.

<sup>5</sup> A copy of the Stocklin Agreement is attached hereto as Collective Exhibit 2.

<sup>6</sup> A copy of the Welch Agreement is attached hereto as Collective Exhibit 2.


in structure and context, except for their negotiated terms and party names, including the Barnes Agreement, Creviston Agreement, and Thompson Agreement shall hereinafter be collectively referred to as the “*Agreements*.”

32. The Kunze Property, Barnes Property, Creviston Property, Dixon Property, Evert Property, Sime Property, Stocklin Property, Thompson Property, and Welch Property shall hereinafter be collectively referred to as the “*Properties*.”

33. The Agreements state that “[Defendant RLA] represents that all properties are *guaranteed buildable* and suitable for on or off-site septic.”<sup>7</sup> (emphasis added).

34. Also on September 17, 2022, Defendant RLA or Defendant Southland Marketing & Development, Inc. (“*Southland*”), acting on Defendant RLA’s behalf, presented all Plaintiffs with a document titled Disclosure and Acknowledgments<sup>8</sup> (the “*Disclosure*”) to sign along with a document titled Vital Information Statement<sup>9</sup> (the “*Information Statement*”) to sign.

35. Pursuant to the Disclosures, Defendant Southland acts as an agent representing Defendant RLA or employees of Defendant RLA.<sup>10</sup> An excerpt from the Disclosures is shown below:

  
1. CONFIRMATION OF REPRESENTATIVE STATUS: All of the Southland Development Group Inc. representatives that have assisted you today are agents representing the seller or employees of the seller. The representative is compensated by the seller and is acting as a representative for the seller. The sales representative is expected to provide only the following services:  
1. Provide any objective documentation for the Silver Pointe Shores development, i.e.) Plat, Price lists.  
2. Assist the client as to the availability of lots.  
3. Provide honest customer service.  
Southland Development Group Inc. is a licensed real estate firm currently representing the seller in this real estate transaction. The purpose of this document is to acknowledge that this disclosure has occurred. Copies of this document have been provided to any signatory thereto. Notice is hereby given that the sales representative is a representative for the seller. This form was delivered in writing, to any unrepresented buyer prior to the preparation of any offer to purchase.

<sup>7</sup> See Exhibit 2, p. 2.

<sup>8</sup> A copy of the Disclosure is attached hereto as Collective Exhibit 3.

<sup>9</sup> A copy of the Information Statement is attached hereto as Collective Exhibit 4.

<sup>10</sup> See Collective Exhibit 3.

36. On October 17, 2022, Defendant RLA transferred the Kunze Property to Plaintiffs Michael Kunze and Renee Kunze *via* Warranty Deed of record in Record Book 537, Page 370 in the Register's Office for DeKalb County, Tennessee.<sup>11</sup>
37. On October 31, 2022, Defendant RLA transferred the Barnes Property to Plaintiffs Kenneth Barnes and Todd Stanley *via* Warranty Deed of record in Record Book 538, Page 329 in the Register's Office for DeKalb County, Tennessee.
38. On October 21, 2022, Defendant RLA transferred the Creviston Property to Plaintiffs Ron Creviston and Constance Creviston *via* Warranty Deed of record in Record Book 538, Page 34 in the Register's Office for DeKalb County, Tennessee.<sup>12</sup>
39. On October 10, 2022, Defendant RLA transferred the Dixon Property to Plaintiff Logan Dixon *via* Warranty Deed of record in Record Book 537, Page 223 in the Register's Office for DeKalb County, Tennessee.<sup>13</sup>
40. On November 9, 2022, Defendant RLA transferred the Evert Property to Plaintiffs Eric Evert and Krystn Evert *via* Warranty Deed of record in Record Book 539, Page 496 in the Register's Office for DeKalb County, Tennessee.<sup>14</sup>
41. On November 8, 2022, Defendant RLA transferred the Sine Property to Plaintiffs Stephen and Patricia Sine *via* Warranty Deed of record in Record Book 538, Page 525 in the Register's Office for DeKalb County, Tennessee.<sup>15</sup>

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<sup>11</sup> A copy of the Warranty Deed is attached hereto as Collective Exhibit 5.

<sup>12</sup> See Collective Exhibit 5.

<sup>13</sup> See Collective Exhibit 5.

<sup>14</sup> See Collective Exhibit 5.

<sup>15</sup> See Collective Exhibit 5.

42. On October 31, 2022, Defendant RLA transferred the Stocklin Property to Plaintiff Kevin Stocklin *via* Warranty Deed of record in Record Book 538, Page 40 in the Register's Office for DeKalb County, Tennessee.<sup>16</sup>

43. On October 28, 2022, Defendant RLA transferred the Thompson Property to Plaintiffs Thomas Thompson *via* Warranty Deeds of record in Record Book 538, Page 31 and Record Book 538, Page 76 in the Register's Office for DeKalb County, Tennessee.<sup>17</sup>

44. On November 3, 2022, Defendant RLA transferred the Welch Property to Plaintiffs Henry Welch and Erin Welch *via* Warranty Deed of record in Record Book 538, Page 93 in the Register's Office for DeKalb County, Tennessee.<sup>18</sup>

45. On or about February 14, 2022, Defendant DeKalb County, Tennessee Government d/b/a DeKalb County Regional Planning Commission ("*DeKalb County*"), held a meeting (the "*February 14<sup>th</sup> Meeting*") in which the subdivision plan for Silver Point Shores Subdivision was discussed.<sup>19</sup>

46. At the February 14<sup>th</sup> Meeting, Surveyor Allen Maples presented a preliminary subdivision plat for Silver Point Shores Subdivision on behalf of Matt Slinger, an employee of Defendant Southland.

47. At the February 14<sup>th</sup> Meeting, it was presented to Defendant DeKalb County that a fire protection system would be installed in Silver Point Shores Subdivision.<sup>20</sup>

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<sup>16</sup> See Collective Exhibit 5.

<sup>17</sup> See Collective Exhibit 5.

<sup>18</sup> See Collective Exhibit 5.

<sup>19</sup> A copy of the Report of Meeting of DeKalb County Regional Planning Commission is attached hereto as Exhibit

<sup>20</sup> See Exhibit 6, p. 1.

48. The fire suppression system was to include two (2) fire suppression tanks, which each would hold between Five Thousand (5,000) to Ten Thousand (10,000) gallons of water (the “*Fire Suppression System*”).<sup>21</sup>

49. Thereafter, Defendant DeKalb County held another meeting on October 10, 2022 (the “*October 10<sup>th</sup> Meeting*”), where the plat for Silver Point Shores Subdivision was presented for approval.<sup>22</sup>

50. At the October 10<sup>th</sup> Meeting, Defendant DeKalb County was made aware that the Fire Suppression System had not been installed.<sup>23</sup>

51. Defendant DeKalb County determined that since the Fire Suppression System was not installed, Mr. Sliger, on behalf of Defendant Southland, would need to submit a cashier’s check in the amount of Forty-Thousand Dollars (\$40,000.00) (the “*Bond*”) to guarantee the installation of the Fire Suppression System.<sup>24</sup>

52. The Staff Planner for Defendant DeKalb County stated that the County Fire Chief, Donny Green, approved the Bond amount, and that Mr. Green would inspect the Fire Suppression System after it was installed.

53. At the October 10<sup>th</sup> Meeting, Defendant DeKalb County approved the final plat of Silver Point Subdivision pending the fire chief’s inspection of the Fire Suppression System.<sup>25</sup>

54. On or about May 12, 2025, DeKalb County held a meeting (the “*May 12<sup>th</sup> Meeting*”) where County Attorney Hilton Conger asked that Defendant RLA and Defendant

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<sup>21</sup> *Id.*

<sup>22</sup> See **Exhibit 6**.

<sup>23</sup> *Id.* at p. 2.

<sup>24</sup> *Id.*

<sup>25</sup> *Id.*

Southland's engineer provide plans, specifications, and cost estimates for the Fire Suppression System before the next meeting on June 9, 2025.<sup>26</sup>

55. Defendant RLA and Defendant Southland's representative, Mr. Sliger and their engineer failed to appear at the June 9, 2025, meeting or provide the requested plans, specifications, and cost estimates for the Fire Suppression System.<sup>27</sup>

56. On or about July 14, 2025, DeKalb County held a meeting (the "*July 14<sup>th</sup> Meeting*") where Mr. Sliger and the Defendants' engineer offered to install a sprinkler system rather than the agreed upon Fire Suppression System.<sup>28</sup> Fire Chief Donny Green stated that the sprinkler system was not equivalent to the Fire Suppression System.<sup>29</sup>

57. On or about August 11, 2025, DeKalb County held a meeting (the August 11<sup>th</sup> Meeting<sup>30</sup>) where DeKalb County rendered its decision to not install the Fire Suppression System.<sup>30</sup>

58. As of the date of this filing, the Fire Suppression System has not been installed by Defendant RLA or Defendant Southland.

59. As of the date of this filing, the Bond has not been released by Defendant DeKalb County for installation of the Fire Suppression System.

60. The installation cost of the Fire Suppression System will exceed the Forty-Thousand Dollar (\$40,000.00) Bond.

61. Contractors cannot obtain the insurance needed to begin building on the Properties without a Fire Suppression System available.

62. Therefore, the Plaintiffs are now unable to build on the Properties.

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<sup>26</sup> *Id.*

<sup>27</sup> *Id.*

<sup>28</sup> *Id.*

<sup>29</sup> *Id.*

<sup>30</sup> A copy of the Report of Meeting of the August 11<sup>th</sup> Meeting of DeKalb County Regional Planning Commission is attached hereto as Exhibit 7.

63. The Plaintiffs now own lots that are unbuildable, placing Defendant RLA in breach of the Agreements<sup>31</sup> that expressly stated the Properties were buildable.

### **CAUSES OF ACTION**

#### **COUNT 1:**

#### **BREACH OF CONTRACT – DEFENDANT RLA**

64. Plaintiff repeats and re-alleges each and every allegation set forth above in this Complaint.

65. In order to prevail in a breach of contract case, the plaintiff has the burden of proving the existence of (1) a valid and enforceable contract, (2) a deficiency in the performance amounting to a breach, and (3) damages caused by the breach.<sup>32</sup>

66. Defendant RLA's actions satisfy the three essential elements of a breach of contract claim for the foregoing reasons.

67. The Plaintiffs all signed and dated the Agreements, requiring Defendant RLA to transfer the title of their individual Properties to the Plaintiffs in return for monetary consideration.<sup>33</sup>

68. The Agreements state that “[Defendant RLA] represents that all properties are *guaranteed buildable* and suitable for on or off-site septic.”<sup>34</sup> (emphasis added).

69. All Plaintiffs closed on their individual Properties and provided their monetary consideration in return for title to the Properties.

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<sup>31</sup> See Exhibit 2, p. 2.

<sup>32</sup> *C & W Asset Acquisition, LLC v. Oggs*, 230 S.W. 3d 671, 676-677 (Tenn. Ct. App. 2007) (citing *ARC LifeMed, Inc. v. AMC-Tennessee, Inc.*, 183 S.W.3d 1, 26 (Tenn. Ct. App. 2005)).

<sup>33</sup> See Exhibit 2.

<sup>34</sup> See Exhibit 2, p. 2.

70. The Plaintiffs fulfilled their contractual obligations under the Agreements by tendering the full purchase price.

71. Defendant RLA has failed to provide lots that are “guaranteed buildable” by neglecting to install the required Fire Suppression System.

72. Due to Defendant RLA’s breach of contract, the Plaintiffs have been injured and are unable to build upon their Properties.

73. Therefore, because of Defendant RLA’s violation of its obligations under the Agreements, Defendant RLA is in breach of the Agreements and therefore liable to the Plaintiffs for all damages resulting from such breach, including, but not limited to, those direct and proximate damages caused by Defendant RLA, plus attorney’s fees, court costs, and expenses related to the instant matter, a total to be determined at trial.

#### COUNT 2:

#### UNJUST ENRICHMENT – DEFENDANT SOUTHLAND

74. Plaintiffs repeats and re-allege each and every allegation set forth above in this complaint.

75. In order to prevail on an unjust enrichment claim, the plaintiff has the burden of proving: “(1) A benefit conferred on the defendant by the plaintiff, (2) appreciation of the benefit by the defendant, and (3) acceptance of such benefit under circumstances that it would be unjust for him to retain the benefit without payment thereof.”<sup>35</sup>

76. Each claim for unjust enrichment “must be examined in light of its factual situation.”<sup>36</sup>

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<sup>35</sup> Freeman Indus., LLC v. Eastman Chem. Co., 172 S.W.3d 512, 525 (Tenn. 2005).

<sup>36</sup> *B & L Corp. v. Thomas & Thorngren, Inc.*, 917 S.W.2d 674, 680 (Tenn. Ct. App. 1995).

77. If a defendant receives any benefit from a plaintiff and it would be unjust for the defendant to retain that benefit, a plaintiff may recover for unjust enrichment.<sup>37</sup>
78. A benefit is any advantage with a measurable worth, such as the advantage of avoiding a loss or expense.<sup>38</sup>
79. Defendant Southland's actions satisfy the three essential elements of an unjust enrichment claim for the foregoing reasons.
80. Defendant Southland received commissions or other benefits from the Plaintiffs.
81. Defendant Southland received commissions totaling twenty-three percent (23%) of the purchase price of the Properties.
82. Defendant Southland knew or should have known that the Properties were not buildable.
83. It would be unjust to allow Defendant Southland to retain the benefit of the twenty-three percent (23%) commission because the Plaintiffs cannot build on the Properties as promised.

**COUNT 3:**

**FRAUDULENT INDUCEMENT –**

**DEFENDANT RLA & DEFENDANT SOUTHLAND**

84. Plaintiffs repeat and re-allege each and every allegation set forth above in this complaint.
85. In order to prevail in a fraudulent inducement claim, the plaintiff has the burden of proving that the defendant "(1) made a false statement concerning a fact material to the transaction,

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<sup>37</sup> *Wilson Bank & Tr. v. Consol. Util. Dist.*, No. M2021-00167-COA-R3-CV, 2022 Tenn. App. LEXIS 228, at \*27 (Ct. App. June 10, 2022).

<sup>38</sup> *Freeman Indus., LLC v. Eastman Chem. Co.*, 172 S.W.3d at 525 (citing *Lawrence Warehouse Co. v. Twohig*, 224 F.2d 493, 498 (8th Cir.1955)).

(2) with knowledge of the statement's falsity or utter disregard for its truth, (3) with the intent of inducing reliance on the statement, (4) the statement was reasonably relied upon, and (5) an injury resulted from this reliance."<sup>39</sup>

86. Defendant RLA and Defendant Southland stated that the Properties were "guaranteed buildable."<sup>40</sup>

87. Defendant RLA and Defendant Southland knew the Properties were not buildable without the installation of the Fire Suppression System.

88. Defendant RLA and Defendant Southland failed to install the Fire Suppression System.

89. Defendant RLA and Defendant Southland knew they were not going to install the Fire Suppression System due to the cost of doing so. Nevertheless, Defendant RLA and Defendant Southland advertised and included in all the Agreements that the Properties were "guaranteed buildable" to induce the Plaintiffs to enter into the Agreements.

90. Plaintiffs reasonably relied on the statements made in the Agreements and purchased the Properties with the intent to build houses.

91. The Plaintiffs have suffered damages as they are unable to build houses on the Properties without the installation of the Fire Suppression System.

92. The Plaintiffs damages include, but are not limited to, the loss of their money to purchase the Properties with no tangible benefit and incurring attorney's fees and costs as a result.

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[COUNT 3 TO FOLLOW]

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<sup>39</sup> *Baugh v. Novak*, 340 S.W.3d 372, 388 (Tenn. 2011).

<sup>40</sup> See Exhibit 2, p. 2.

COUNT 3:

VIOLATION OF THE TENNESSEE CONSUMER PROTECTION ACT –  
DEFENDANT RLA AND SOUTHLAND

93. Plaintiffs repeat and re-allege each and every allegation set forth above in this complaint.

94. The Tennessee Consumer Protection Act (“*TCPA*”), Tennessee Code Annotated § 47-18-101 et seq., prohibits deceptive and unfair acts and practices.

95. The TCPA was passed, in part, to protect consumers from unfair and deceptive acts and practices occurring in the conduct of any trade or commerce in the state and to provide a means for maintaining ethical standards of dealing between persons engaged in business and the consuming public.<sup>41</sup> The TCPA is to be liberally construed in order to enable it to protect the consumer and to promote the other policies that motivated its passage.<sup>42</sup>

96. In order to recover under the TCPA, the plaintiff must prove: (1) that the defendant engaged in an unfair or deceptive act or practice declared unlawful by the TCPA; and (2) that the defendant’s conduct caused an ascertainable loss of money or property, real, personal, or mixed, or any other article, commodity, or thing of value wherever situated.<sup>43</sup>

97. Plaintiffs assert that the Defendants have violated their rights as a consumer that are protected under the TCPA by engaging in the following unfair and deceptive act or practice:  
“Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses,

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<sup>41</sup> See Tennessee Code Annotated § 47-18-102(2).

<sup>42</sup> See Tennessee Code Annotated § 47-18-102.

<sup>43</sup> See Tennessee Code Annotated § 47-18-109(a)(1).

benefits or quantities that they do not have or that a person has a sponsorship approval, status, affiliation or connection that such person does not have.”<sup>44</sup>

98. The Defendants were to provide a service of developing Silver Point Shores into buildable land.

99. The Agreements stated that “[Defendant RLA] represents that all properties are *guaranteed buildable* and suitable for on or off-site septic.”<sup>45</sup> (emphasis added).

100. Defendants have failed to provide lots that are “guaranteed buildable” by neglecting to install the required Fire Suppression System.

101. The Defendants have engaged in an unfair or deceptive practice by representing that a good or service has approval, characteristics, and/or uses that they do not have by representing that the land will be buildable.

102. The Defendants’ conduct caused an ascertainable loss of money as the Plaintiffs now own real property that cannot be built on, causing a decrease in property value. Additionally, the Plaintiffs continue to pay Homeowners’ Association dues for Silver Point Shores despite being unable to build and live on these properties.

103. Plaintiffs further assert that the Defendants should be liable for treble damages under the TCPA as provided under Tenn. Code Annotated § 47-18-109(a)(3) as the Defendants’ conduct was a willful and knowing violation of the TCPA.

#### ALTERNATIVE COUNT 4:

#### NEGLIGENCE – DEFENDANT DEKALB COUNTY

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<sup>44</sup> Tennessee Code Annotated § 47-18-109(b)(5).

<sup>45</sup> See Exhibit 2, p. 2.

104. Plaintiff repeats and re-alleges each and every allegation set forth above in this complaint.

105. In order to prevail in a negligence claim, “a plaintiff must establish the following essential elements: (1) a duty of care owed by defendant to plaintiff; (2) conduct below the applicable standard of care that amounts to a breach of that duty; (3) an injury or loss; (4) cause in fact; and (5) proximate, or legal, cause.”<sup>46</sup>

106. Defendant DeKalb County owed a duty to the Plaintiffs to ensure that the Fire Suppression System was either installed or enough money was paid by Defendant RLA to cover the Fire Suppression System before the plat of Silver Point Shores was approved.

107. Defendant DeKalb County was derelict in its duties to estimate the cost of the Fire Suppression System and accepted the Bond for Forty Thousand (\$40,000.00) well below the actual cost.

108. Plaintiffs have suffered an injury as they own Properties that cannot be built on.

109. If Defendant DeKalb County had correctly estimated the cost of the installation of the Fire Suppression System, the Fire Suppression System could have been installed, and the Plaintiffs would not have suffered damages.

110. Defendant DeKalb County should have foreseen that the Bond was insufficient and, therefore, the Fire Suppression System would not be installed.

#### **PRAYER FOR RELIEF**

**WHEREFORE, PREMISES CONSIDERED,** Plaintiffs pray that:

1. Process be issued and served upon the Defendants requiring that they appear and answer this Complaint as required by the Tennessee Rules of Civil Procedure.

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<sup>46</sup> *Giggers v. Memphis Housing Auth.*, 277 S.W.3d 359, 364 (Tenn. 2009) (quoting *McCall v. Writler*, 913 S.W.2d 150, 153 (Tenn. 1995)).

2. That this Honorable Court empanel a jury of twelve (12) persons to decide all issues triable by a jury.
3. Judgment be entered against the Defendants in favor of the Plaintiffs.
4. The Plaintiffs be awarded monetary damages, together with pre-and post-judgment interest in an amount to be determined at trial.
5. The Plaintiffs be awarded reasonable attorney's fees and costs; and,
6. For all such other relief in equity or at law, in favor of the Plaintiff, this Honorable Court deems just and proper.
7. In the alternative, Plaintiffs pray that Defendant DeKalb County be ordered to install the Fire Suppression System.

Respectfully submitted this the 12<sup>th</sup> day of January 2026.

**Collins Legal, PLC**

BY: 

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**Grover D. Collins, BPR# 027997**  
**Carson A. Mourad, BPR# 039562**  
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*Counsel for Plaintiffs*

# EXHIBIT 1

<u>Owner</u>	<u>Lot Number</u>	<u>Purchase Price</u>	<u>Acreage</u>
Kenneth Barnes & Todd Stanley	23	\$194,900.00	1.00
Ron Creviston & Constance Creviston	15	\$55,000.00	1.00
Logan Dixon	31	\$84,900.00	1.323
Eric Evert & Krystn Evert	30	\$99,900.00	1.017
Michael Kunze & Renee Kunze	37	\$84,900.00	1.039
Stephen Sine & Patricia Sine	26	\$185,000.00	1.001
Kevin Stocklin	29	\$229,900.00	2.099
Thomas Thompson	14 & 24		1.00 & 1.014
Henry Welch & Erin Welch	16	\$87,500.00	1.020

# **COLLECTIVE EXHIBIT 2**

# Agreement of Sale

This Agreement of Sale is made this 17th day of September, 2022, between

Purchaser Name(s)

LOGAN

MI

DIXON

LAST

FIRST

MI

LAST

Street Address

307 TARARACK CT

STREET ADDRESS

MOUNT JULIET

TN

37122

CITY

STATE

ZIP CODE

Email Address:

Logan-dixon@comcast.net

Phone Number(s) Home:

Other:

Hereinafter referred to as the "Purchaser;" and RLA Equity Group, LLC, hereinafter referred to as the "Seller." The sum of \$ 8000 as deposit on account of the purchase of the following described property, situated in the county of DeKalb, state of Tennessee, subdivision of Silver Point Shores, lot(s) # 31, Plat Book 1 pg. 1143, hereinafter referred to as the "Property."

## TERMS AND CONDITIONS:

- 1) Lot(s) Purchase Price: \$84900
- 2) Accelerated Development Fee \$1500
- 3) Less Deposit \$84900
- 4) Balance Due at Closing \$1500

## Special Provisions:

- Seller agrees to provide a booking voucher discount of \$1,000 to be credited to Purchaser at closing.
- Seller agrees to pay closing costs up to \$500 if Purchaser closes with cash on, or by, October 17th, 2022.
- Seller agrees to provide Military First Responders' discount to Purchaser of \$500 (with proof of ID) to be credited at closing.
- Other: Travel reimbursement (\$400 per person, max \$800 w/receipts)

## FIRST:

In the event the Purchaser shall fail to pay the balance of purchase price or close as herein provided in this agreement, all earnest monies are immediately released to the non-defaulting party as liquidated damages. Insufficient funds, stop payment, cancelled earnest money check, or cancelled/disputed credit card charges are considered an immediate default on behalf of the Purchaser. Seller reserves all rights including, but not limited to, the right to enforce the agreement through "Specific Performance," the right to submit defaulted contract to a third-party collection agency, and the defaulting party may also be liable for all costs and expenses for enforcing this contract including, but not limited to, all reasonable legal fees. Should this contract terminate for any reason, Purchaser and Seller instruct Lynn Omohundro, Attorney at Law to release all earnest monies to Seller immediately without further authorization from either party. Both Purchaser and Seller shall indemnify Lynn Omohundro, Attorney at Law for acting on this provision.

## SECOND:

Purchaser's obligation to purchase the property IS NOT contingent upon Purchaser's ability to obtain a commitment for financing of the purchase. Purchaser DOES / DOES NOT INTEND to pursue financing for the purchase of Property. (Initial) (Initial)

If pursuing financing, Purchaser agrees to apply to, and identify, the lending institution within three (3) business days after the effective date of this agreement. Time is of the essence. Purchaser hereby agrees that his/her lender may release information to Southland Development Group, Inc. regarding financing of the subject property. In the event the Purchaser is unable to obtain financing from two separate lending institutions supplied by Seller, Seller retains the right to over-finance the purchase at a rate of an additional 2% over current bank rate offered and with an additional 10% deposit made by Purchaser. In the event the Purchaser is declined financing and the Seller chooses not to over-finance the Property, all earnest money will be returned to Purchaser after Purchaser provides a formal Decline Letter from at least two lending institutions supplied by Seller.

## THIRD:

Closing will be held on or about October 31st, 2022. Purchaser is responsible for all closing costs including, but not limited to, any deed preparation, title insurance, survey, if required, transfer taxes and recording fees. Should Purchaser elect to close via overnight mail, time is of the essence. Purchaser agrees to return the closing package within two (2) business days. Agreement is still enforceable if Purchaser's bank is unable to close within a 45 day period from date of contract. If Seller is unable to close by closing date for reasons beyond its control, Purchase Agreement will automatically extend for thirty (30) days. Purchaser agrees to allow Southland Development Group, Inc. to view and review all closing documents prior to the closing date of the sale including, but not limited to all HUD, ALTA, TRID and settlement statements.

**FOURTH** Purchaser acknowledges receipt of a copy of the Declaration of Covenants, Conditions and Restrictions, and a plat for the "PROPERTY," and understands and agrees to abide by all covenants contained in said Declaration and understands that covenants thereon are not a recorded plat and it may not be used for accurate representation of property lines, easements, etc. and is not to be used for decision-making or purchase of legal reference.

**FIFTH** If Purchaser chooses to apply for financing, Purchaser agrees to provide funding institution all necessary documentation required to obtain a loan commitment within one (1) week of the effective date of this agreement. This includes but is not limited to pay stubs, personal and/or business tax returns, bank statements, etc. Interest rates are determined by Purchaser's debt to income and credit score. If Purchaser applies for outside financing, Seller cannot guarantee Purchaser's ability to obtain advertised interest rate. If the Purchaser does not apply for financing in good faith and does not supply bank with proof of income within one week of the sale, this agreement is fully enforceable. **TIME IS OF THE ESSENCE.**

**SIXTH** The deposit amount will be held in escrow with Lynn Ormohuniro, Attorney at Law and will be credited at closing as a credit to the Purchaser. Make personal checks payable to Lynn Ormohuniro Trust Account

**SEVENTH** Seller represents that all properties are guaranteed buildable and suitable for on or off-site septic.

**EIGHTH** Seller to convey title by General Warranty Deed

**NINTH** Purchaser(s) has/have personally inspected the property and agrees to accept the property in its present condition.

**TENTH** Financial institution is allowed to share any and all financial information with Southland Development Group, Inc. to help aid in the approval process.

**ELEVENTH** All real estate business is done in writing. Buyer is stating that all decisions to purchase the property are done from documentation provided and not from verbal commitments. That this writing constitutes the entire agreement between these parties as to the purchase and sale of the described real estate and may not be altered or amended except by writing signed by the parties hereto.

**I AGREE TO PURCHASE THE ABOVE-DESCRIBED PROPERTY ON THE TERMS AND CONDITIONS HEREIN STATED**, which shall survive closing. Each undersigned Purchaser acknowledges receipt of a copy of the sales agreement and understands this is legal and binding between Purchaser and Seller. Purchaser and Seller agree that this agreement, including all instruments to which reference is made herein, is the only agreement between them, and that no representations, oral or written, have been made or relied on which are not herein provided or set forth.

**WITNESS the following signatures and seals:**

[Signature]  
PURCHASER

[Signature]  
PURCHASER

**ACCEPTANCE**  
Seller accepts the foregoing and agrees to sell the Property described herein for the price and upon the terms herein specified.

**Seller or Representative for Seller:**

[Signature]  
SELLER

9/17/22  
DATE 9-17-22

Agreement of Sale

This Agreement of Sale is made this 17<sup>th</sup> day of September, 2022, between:

Purchaser Name(s): Eric M. Ewert

FIRST M.I. LAST  
Eric M. Ewert

Street Address: 796 S Prospect Ave

STREET ADDRESS  
796 S Prospect Ave  
CITY Elmhorst STATE IL ZIP CODE 60126

Email Address: victuol50@yahoo.com

Phone Number(s) Home: 630-980-3548 Other: \_\_\_\_\_

Hereinafter referred to as the "Purchaser," and RLA Equity Group, LLC, hereinafter referred to as the "Seller." The sum of \$20,280 as deposit on account of the purchase of the following described property, situated in the county of DeKalb, state of Tennessee, subdivision of Silver Point Shores, lot(s) #30, Plat Book 1 pg. 1143, hereinafter referred to as the "Property."

TERMS AND CONDITIONS:

- 1) Lot(s) Purchase Price: \$ 99,900
- 2) Accelerated Development Fee \$ 1,500
- 3) Less Deposit \$ 20,280
- 4) Balance Due at Closing \$ 79,620

Special Provisions:

- Seller agrees to provide a booking voucher discount of \$1,000 to be credited to Purchaser at closing.
- Seller agrees to pay closing costs up to \$500 if Purchaser closes with cash on, or by, October 17th, 2022.
- Seller agrees to provide Military/First Responders' discount to Purchaser of \$500 (with proof of ID) to be credited at closing.
- Other: \$800 Travel/Leasehold/Specified

FIRST.

In the event the Purchaser shall fail to pay the balance of purchase price or close as herein provided in this agreement, all earnest monies are immediately released to the non-defaulting party as liquidated damages. Insufficient funds, stop payment, cancelled earnest money check, or cancelled/ disputed credit card charges are considered an immediate default on behalf of the Purchaser. Seller reserves all rights including, but not limited to, the right to enforce the agreement through "Specific Performance," the right to submit defaulted contract to a third-party collection agency, and the defaulting party may also be liable for all costs and expenses for enforcing this contract including, but not limited to, all reasonable legal fees. Should this contract terminate for any reason, Purchaser and Seller instruct Lynn Omohundro, Attorney at Law to release all earnest monies to Seller immediately without further authorization from either party. Both Purchaser and Seller shall indemnify Lynn Omohundro, Attorney at Law for acting on this provision.

SECOND.

Purchaser's obligation to purchase the property IS NOT contingent upon Purchaser's ability to obtain a commitment for financing of the purchase. Purchaser DOES / DOES NOT intend to pursue financing for the purchase of Property.

If pursuing financing, Purchaser agrees to apply to, and identify, the lending institution within three (3) business days after the effective date of this agreement. Time is of the essence. Purchaser hereby agrees that his/her lender may release information to Southland Development Group, Inc. regarding financing of the subject property. In the event the Purchaser is unable to obtain financing from two separate lending institutions supplied by Seller, Seller retains the right to owner-finance the purchase at a rate of an additional 2% over current bank rate offered and with an additional 10% deposit made by Purchaser. In the event the Purchaser is declined financing and the Seller chooses not to owner-finance the Property, all earnest money will be returned to Purchaser after Purchaser provides a formal Decline Letter from at least two lending institutions supplied by Seller.

THIRD.

Closing will be held on or about \_\_\_\_\_ Purchaser is responsible for all closing costs including, but not limited to, any deed preparation, title insurance, survey, if required, transfer taxes and recording fees. Should Purchaser elect to close via overnight mail, time is of the essence. Purchaser agrees to return the closing package within two (2) business days. Agreement is still enforceable if Purchaser's bank is unable to close within a 45 day period from date of contract. If Seller is unable to close by closing date for reasons beyond its control, Purchase Agreement will automatically extend for thirty (30) days. Purchaser agrees to allow Southland Development Group, Inc. to view and review all closing documents prior to the closing date of the sale including, but not limited to all HUD, ALTA, TRID and settlement statements.

**FOURTH.** Purchaser acknowledges receipt of a copy of the Declaration of Covenants, Conditions and Restrictions, and a plat for the "PROPERTY," and understands and agrees to abide by all specifics enclosed, in full. Purchaser acknowledges that color sales plat is not a recorded plat and is not to be used for accurate representation of property lines, easements, etc. and is not to be used for decision-making of purchase or legal reference.

**FIFTH.** If Purchaser chooses to apply for financing, Purchaser agrees to provide lending institution all necessary documentation required to obtain a loan commitment within one (1) week of the effective date of this agreement. This includes but is not limited to: pay stubs, personal and/or business tax returns, bank statements, etc. Interest rates are determined by Purchaser's debt to income and credit score. If Purchaser applies for outside financing, Seller cannot guarantee Purchaser's ability to obtain advertised interest rate. If the Purchaser does not apply for financing in good faith and does not supply bank with proof of income within one week of the sale, this agreement is fully enforceable. **TIME IS OF THE ESSENCE.**

**SIXTH.** The deposit amount will be held in escrow with Lynn Omohundro, Attorney at Law and will be credited at closing as a credit to the Purchaser. Make personal checks payable to: Lynn Omohundro Trust Account.

**SEVENTH.** Seller represents that all properties are guaranteed buildable and suitable for on or off-site septic.

**EIGHTH.** Seller to convey title by General Warranty Deed.


**NINTH.** Purchaser(s) has/have personally inspected the property and agrees to accept the property in its present condition.

**TENTH.** Financial institution is allowed to share any and all financial information with Southland Development Group, Inc. to help aid in the approval process.

**ELEVENTH.** All real estate business is done in writing. Buyer is stating that all decisions to purchase the property are done from documentation provided and not from verbal commitments. That this writing constitutes the entire agreement between these parties as to the purchase and sale of the described real estate and may not be altered or amended except by writing signed by the parties hereto.

**I AGREE TO PURCHASE THE ABOVE-DESCRIBED PROPERTY ON THE TERMS AND CONDITIONS HEREIN STATED,** which shall survive closing. Each undersigned Purchaser acknowledges receipt of a copy of the sales agreement and understands this is legal and binding between Purchaser and Seller. Purchaser and Seller agree that this agreement, including all instruments to which reference is made herein, is the only agreement between them, and that no representations, oral or written, have been made or relied on which are not herein provided or set forth.

**WITNESS the following signatures and seals:**

  
PURCHASER

  
PURCHASER

**ACCEPTANCE**  
Seller accepts the foregoing and agrees to sell the Property described herein for the price and upon the terms herein specified.

**Seller or Representative for Seller:**

  
SELLER

9-17-22  
DATE

# Agreement of Sale

This Agreement of Sale is made this 17th day of September, 2022, between:

Purchaser Name(s): MICHAEL KUNZE

FIRST

MI.

LAST

RENEE

MI.

KUNZE

FIRST

MI.

LAST

Street Address: 4126 CASCADA CIRCLE

STREET ADDRESS

COOPER CITY

FL

33024

CITY

STATE

ZIP CODE

Email Address: renee1222@att.net

Phone Number(s) Home: 419-206-2418 Other: 954-579-9616

Hereinafter referred to as the "Purchaser" and RIA Equity Group, LLC, hereinafter referred to as the "Seller". The sum of \$ 84900 as deposit on account of the purchase of the following described property, situated in the county of DeKalb, state of Tennessee, subdivision of Silver Point Shores, lot(s)# 37, Plat Book 1 pg. 1143, hereinafter referred to as the "Property."

## TERMS AND CONDITIONS:

- 1) Lot(s) Purchase Price: \$84900
- 2) Accelerated Development Fee \$1500
- 3) Less Deposit \$84900
- 4) Balance Due at Closing \$1500

## Special Provisions:

- Seller agrees to provide a booking voucher discount of \$1,000 to be credited to Purchaser at closing.
- Seller agrees to pay closing costs up to \$500 if Purchaser closes with cash on, or by, October 17th, 2022.
- Seller agrees to provide Military/ First Responders' discount to Purchaser of \$500 (with proof of ID) to be credited at closing.
- Other \_\_\_\_\_

## FIRST.

In the event the Purchaser shall fail to pay the balance of purchase price or close as herein provided in this agreement, all earnest monies are immediately released to the non-defaulting party as liquidated damages. Insufficient funds, stop payment, cancelled earnest money check, or cancelled/ disputed credit card charges are considered an immediate default on behalf of the Purchaser. Seller reserves all rights including, but not limited to, the right to enforce the agreement through "Specific Performance," the right to submit defaulted contract to a third-party collection agency, and the defaulting party may also be liable for all costs and expenses for enforcing this contract including, but not limited to, all reasonable legal fees. Should this contract terminate for any reason, Purchaser and Seller instruct Lynn Ornohundo, Attorney at Law to release all earnest monies to Seller immediately without further authorization from either party. Both Purchaser and Seller shall indemnify Lynn Ornohundo, Attorney at Law for acting on this provision.

## SECOND.

Purchaser's obligation to purchase the property IS NOT contingent upon Purchaser's ability to obtain a commitment for financing of the purchase. Purchaser DOES / DOES NOT INTEND to pursue financing for the purchase of Property. (Initial) (Initial)

If pursuing financing, Purchaser agrees to apply to, and identify, the lending institution within three (3) business days after the effective date of this agreement. Time is of the essence. Purchaser hereby agrees that his/her lender may release information to Southland Development Group, Inc. regarding financing of the subject property. In the event the Purchaser is unable to obtain financing from two separate lending institutions supplied by Seller, Seller retains the right to owner-finance the purchase at a rate of an additional 2% over current bank rate offered and with an additional 10% deposit made by Purchaser. In the event the Purchaser is declined financing and the Seller chooses not to owner-finance the Property, all earnest money will be returned to Purchaser after Purchaser provides a formal Decline Letter from at least two lending institutions supplied by Seller.

## THIRD.

Closing will be held on or about October 31st, 2022. Purchaser is responsible for all closing costs including, but not limited to, any deed preparation, title insurance, survey, if required, transfer taxes and recording fees. Should Purchaser elect to close via overnight mail, time is of the essence. Purchaser agrees to return the closing package within two (2) business days. Agreement is still enforceable if Purchaser's bank is unable to close within a 45 day period from date of contract. If Seller is unable to close by closing date for reasons beyond his control, Purchase Agreement will automatically extend for thirty (30) days. Purchaser agrees to allow Southland Development Group, Inc. to view and review all closing documents prior to the closing date of the sale including, but not limited to all HUD, ALTA, TRID and settlement statements.

**FOURTH.** Purchaser acknowledges receipt of a copy of the Declaration of Covenants, Conditions and Restrictions, and a plat for the "PROPERTY," and understands and agrees to abide by all specifics enclosed, in full. Purchaser acknowledges that color sales plat is not a recorded plat and is not to be used for accurate representation of property lines, easements, etc. and is not to be used for decision-making of purchase or legal reference.

**FIFTH.** If Purchaser chooses to apply for financing, Purchaser agrees to provide lending institution all necessary documentation required to obtain a loan commitment within one (1) week of the effective date of this agreement. This includes but is not limited to: pay stubs, personal and/or business tax returns, bank statements, etc. Interest rates are determined by Purchaser's debt to income and credit score. If Purchaser applies for outside financing, Seller cannot guarantee Purchaser's ability to obtain advertised interest rate. If the Purchaser does not apply for financing in good faith and does not supply bank with proof of income within one week of the sale, this agreement is fully enforceable. **TIME IS OF THE ESSENCE.**

**SIXTH.** The deposit amount will be held in escrow with Lynn Ormohundro, Attorney at Law and will be credited at closing as a credit to the Purchaser. Make personal checks payable to: Lynn Ormohundro Trust Account.

**SEVENTH.** Seller represents that all properties are guaranteed buildable and suitable for on or off-site septic.

**EIGHTH.** Seller to convey title by General Warranty Deed.

**NINTH.** Purchaser(s) has/have personally inspected the property and agrees to accept the property in its present condition.


**TENTH.** Financial institution is allowed to share any and all financial information with Southland Development Group, Inc. to help aid in the approval process.

**ELEVENTH.** All real estate business is done in writing. Buyer is stating that all decisions to purchase the property are done from documentation provided and not from verbal commitments. That this writing constitutes the entire agreement between these parties as to the purchase and sale of the described real estate and may not be altered or amended except by writing signed by the parties hereto.

**I AGREE TO PURCHASE THE ABOVE-DESCRIBED PROPERTY ON THE TERMS AND CONDITIONS HEREIN STATED,** which shall survive closing. Each undersigned Purchaser acknowledges receipt of a copy of the sales agreement and understands this is legal and binding between Purchaser and Seller. Purchaser and Seller agree that this agreement, including all instruments to which reference is made herein, is the only agreement between them, and that no representations, oral or written, have been made or relied on which are not herein provided or set forth.

**WITNESS the following signatures and seals:**

  
PURCHASER

  
PURCHASER

**ACCEPTANCE**  
Seller accepts the foregoing and agrees to sell the Property described herein for the price and upon the terms herein specified.

**Seller or Representative for Seller:**

  
SELLER

8-17-22  
DATE

Agreement of Sale

This Agreement of Sale is made this 17 day of September, 2022, between:

Purchaser Name(s):

FIRST M.I. LAST  
M.I. LAST

Street Address:

STREET ADDRESS  
CITY STATE ZIP CODE

Email Address:

\_\_\_\_\_

Phone Number(s) Home:

\_\_\_\_\_ Other: \_\_\_\_\_

Hereinafter referred to as the "Purchaser," and RIA Equity Group, LLC, hereinafter referred to as the "Seller." The sum of \$185,000 as deposit on account of the purchase of the following described property, situated in the county of DeKalb, state of Tennessee, subdivision of Silver Point Shores, lot(s) # 210, Plat Book 1 pg. 1143, hereinafter referred to as the "Property."

TERMS AND CONDITIONS:

- 1) Lot(s) Purchase Price: \$ 185,000
- 2) Accelerated Development Fee \$ 1500
- 3) Less Deposit \$ 37,000
- 4) Balance Due at Closing \$ 149,500

Special Provisions:

- Seller agrees to provide a booking voucher discount of \$1,000 to be credited to Purchaser at closing.
- Seller agrees to pay closing costs up to \$500 if Purchaser closes with cash on, or by, October 17th, 2022.
- Seller agrees to provide Military/First Responders' discount to Purchaser of \$500 (with proof of ID) to be credited at closing.
- Other: \_\_\_\_\_

FIRST.

In the event the Purchaser shall fail to pay the balance of purchase price or close as herein provided in this agreement, all earnest monies are immediately released to the non-defaulting party as liquidated damages. Insufficient funds, stop payment, cancelled earnest money check, or cancelled/ disputed credit card charges are considered an immediate default on behalf of the Purchaser. Seller reserves all rights including, but not limited to, the right to enforce the agreement through "Specific Performance," the right to submit defaulted contract to a third-party collection agency, and the defaulting party may also be liable for all costs and expenses for enforcing this contract including, but not limited to, all reasonable legal fees. Should this contract terminate for any reason, Purchaser and Seller instruct Lynn Omohundro, Attorney at Law to release all earnest monies to Seller immediately without further authorization from either party. Both Purchaser and Seller shall indemnify Lynn Omohundro, Attorney at Law for acting on this provision.

SECOND.

Purchaser's obligation to purchase the property IS NOT contingent upon Purchaser's ability to obtain a commitment for financing of the purchase. Purchaser DOES / DOES NOT intend to pursue financing for the purchase of Property.

If pursuing financing, Purchaser agrees to apply to, and identify, the lending institution within three (3) business days after the effective date of this agreement. Time is of the essence. Purchaser hereby agrees that his/her lender may release information to Southland Development Group, Inc. regarding financing of the subject property. In the event the Purchaser is unable to obtain financing from two separate lending institutions supplied by Seller, Seller retains the right to owner-finance the purchase at a rate of an additional 2% over current bank rate offered and with an additional 10% deposit made by Purchaser. In the event the Purchaser is declined financing and the Seller chooses not to owner-finance the Property, all earnest money will be returned to Purchaser after Purchaser provides a formal Decline Letter from at least two lending institutions supplied by Seller.

THIRD.

Closing will be held on or about 10/31/22. Purchaser is responsible for all closing costs including, but not limited to, any deed preparation, title insurance, survey, if required, transfer taxes and recording fees. Should Purchaser elect to close via overnight mail, time is of the essence. Purchaser agrees to return the closing package within two (2) business days. Agreement is still enforceable if Purchaser's bank is unable to close within a 45 day period from date of contract. If Seller is unable to close by closing date for reason's beyond its control, Purchase Agreement will automatically extend for thirty (30) days. Purchaser agrees to allow Southland Development Group, Inc. to view and review all closing documents prior to the closing date of the sale including, but not limited to all HUD, ALTA, TRID and settlement statements.



# Agreement of Sale

This Agreement of Sale is made this 17th day of September, 2022, between:

Purchaser Name(s): KEVIN STOCKLIN

FIRST M.I. LAST

FIRST M.I. LAST

Street Address: 9452 HIGHWOOD HILL RD

STREET ADDRESS

BRENTWOOD TN 37027

CITY STATE ZIP CODE

Email Address: kevinstocklin@msn.com

Phone Number(s) Home: 646-752-5866 Other: \_\_\_\_\_

Hereinafter referred to as the "Purchaser," and MIA Equity Group, LLC, hereinafter referred to as the "Seller." The sum of \$ 4600 as deposit on account of the purchase of the following described property, situated in the county of DeKalb, state of Tennessee, subdivision of Silver Point Shores, lot(s) # \_\_\_\_\_, Plat Book 1 pg. 1143, hereinafter referred to as the "Property."

### TERMS AND CONDITIONS:

- 1) Lot(s) Purchase Price: \$ 229900
- 2) Accelerated Development Fee \$ 1500
- 3) Less Deposit \$ 46000
- 4) Balance Due at Closing \$ 185400

### Special Provisions:

- Seller agrees to provide a banking voucher discount of \$1,000 to be credited to Purchaser at closing.
- Seller agrees to pay closing costs up to \$500 if Purchaser closes with cash on, or by, October 17th, 2022.
- Seller agrees to provide Military/First Responders' discount to Purchaser of \$500 (with proof of ID) to be credited at closing.
- Other: \_\_\_\_\_

### FIRST.

In the event the Purchaser shall fail to pay the balance of purchase price or close as herein provided in this agreement, all earnest monies are immediately released to the non-defaulting party as liquidated damages. Insufficient funds, stop payment, cancelled earnest money check, or cancelled/ disputed credit card charges are considered an immediate default on behalf of the Purchaser. Seller reserves all rights including, but not limited to, the right to enforce the agreement through "Specific Performance," the right to submit defaulted contract to a third-party collection agency, and the defaulting party may also be liable for all costs and expenses for enforcing this contract including, but not limited to, all reasonable legal fees. Should this contract terminate for any reason, Purchaser and Seller instruct Lynn Ornelundo, Attorney at Law to release all earnest monies to Seller immediately without further authorization from either party. Both Purchaser and Seller shall indemnify Lynn Ornelundo, Attorney at Law for acting on this provision.

### SECOND.

Purchaser's obligation to purchase the property ~~IS NOT~~ IS contingent upon Purchaser's ability to obtain a commitment for financing of the purchase. Purchaser ~~DOES~~ DOES NOT intend to pursue financing for the purchase of Property.

If pursuing financing, Purchaser agrees to apply to, and identify, the lending institution within three (3) business days after the effective date of this agreement. Time is of the essence. Purchaser hereby agrees that his/her lender may release information to Southland Development Group, Inc. regarding financing of the subject property. In the event the Purchaser is unable to obtain financing from two separate lending institutions supplied by Seller, Seller retains the right to owner-finance the purchase at a rate of an additional 2% over current bank rate offered and with an additional 10% deposit made by Purchaser. In the event the Purchaser is declined financing and the Seller chooses not to owner-finance the Property, all earnest money will be returned to Purchaser after Purchaser provides a formal Decline Letter from at least two lending institutions supplied by Seller.

### THIRD.

Closing will be held on or about October 31st, 2022. Purchaser is responsible for all closing costs including, but not limited to, any deed preparation, title insurance, survey, if required, transfer taxes and recording fees. Should Purchaser elect to close via overnight mail, time is of the essence. Purchaser agrees to return the closing package within two (2) business days. Agreement is still enforceable if Purchaser's bank is unable to close within a 45 day period from date of contract. If Seller is unable to close by closing date for reasons beyond its control, Purchase Agreement will automatically extend for thirty (30) days. Purchaser agrees to allow Southland Development Group, Inc. to view and review all closing documents prior to the closing date of the sale including, but not limited to all HUD, ALTA, TRID and settlement statements.

**FOURTH.** Purchaser acknowledges receipt of a copy of the Declaration of Covenants, Conditions and Restrictions, and a plat for the "PROPERTY" and understands and agrees to abide by all specifics enclosed, in full. Purchaser acknowledges that color sales plat is not a recorded plat and is not to be used for accurate representation of property lines, easements, etc. and is not to be used for decision-making of purchase or legal reference.

**FIFTH.** If Purchaser chooses to apply for financing, Purchaser agrees to provide leading institution all necessary documentation required to obtain a loan commitment within one (1) week of the effective date of this agreement. This includes but is not limited to: pay stubs, personal and/or business tax returns, bank statements, etc. Interest rates are determined by Purchaser's debt to income and credit score. If Purchaser applies for outside financing, Seller cannot guarantee Purchaser's ability to obtain advertised interest rate. If the Purchaser does not apply for financing in good faith and does not supply bank with proof of income within one week of the sale, this agreement is fully enforceable. **TIME IS OF THE ESSENCE.**

**SIXTH.** The deposit amount will be held in escrow with Lynn Ornelundro, Attorney at Law and will be credited at closing as a credit to the Purchaser. Make personal checks payable to: Lynn Ornelundro Trust Account.

**SEVENTH.** Seller represents that all properties are guaranteed buildable and suitable for on or off-site septic.

**EIGHTH.** Seller to convey title by General Warranty Deed.

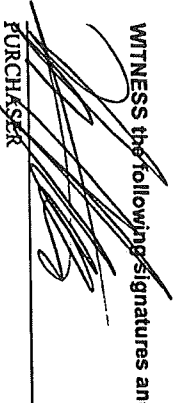
**NINTH.** Purchaser(s) has/have personally inspected the property and agrees to accept the property in its present condition.

**TENTH.** Financial institution is allowed to share any and all financial information with Southland Development Group, Inc. to help aid in the approval process.

**ELEVENTH.** All real estate business is done in writing. Buyer is stating that all decisions to purchase the property are done from documentation provided and not from verbal commitments. That this writing constitutes the entire agreement between these parties as to the purchase and sale of the described real estate and may not be altered or amended except by writing signed by the parties hereto.

**I AGREE TO PURCHASE THE ABOVE-DESCRIBED PROPERTY ON THE TERMS AND CONDITIONS HEREIN STATED, which shall survive closing.** Each undersigned Purchaser acknowledges receipt of a copy of the sales agreement and understands this is legal and binding between Purchaser and Seller. Purchaser and Seller agree that this agreement, including all instruments to which reference is made herein, is the only agreement between them, and that no representations, oral or written, have been made or relied on which are not herein provided or set forth.

**WITNESS the following signatures and seals:**

  
PURCHASER

\_\_\_\_\_  
PURCHASER

**ACCEPTANCE**  
Seller accepts the foregoing and agrees to sell the Property described herein for the price and upon the terms herein specified.  
**Seller or Representative for Seller:**

  
SELLER

\_\_\_\_\_  
DATE 8-17-22

Agreement of Sale

This Agreement of Sale is made this

17 day of

September 2022, between:

Purchaser Name(s)

FIRST Henry

M.I.

LAST Welch

FIRST Erin

M.I. MM

LAST Welch

Street Address:

STREET ADDRESS 501 Stephens St.

Spring Hill

STATE TN

ZIP CODE 37174

Email Address:

Welch.BRIAN152@gmail.com

Phone Number(s) Home: 615 378 5592

Other: 423 322-2719

Hereinafter referred to as the "Purchaser," and RLA Equity Group, LLC, hereinafter referred to as the "Seller." The sum of \$ 17,500 as deposit on account of the purchase of the following described property, situated in the county of DeKalb, state of Tennessee, subdivision of Silver Point Shores, lot(s) # 16, Plat Book 1 pg. 1143, hereinafter referred to as the "Property."

TERMS AND CONDITIONS:

- 1) Lot(s) Purchase Price: \$ 87,500
- 2) Accelerated Development Fee: \$ waived
- 3) Less Deposit: \$ 17,500
- 4) Balance Due at Closing: \$ 70,000

Special Provisions:

- Seller agrees to provide a booking voucher discount of \$1,000 to be credited to Purchaser at closing.
- Seller agrees to pay closing costs up to \$500 if Purchaser closes with cash on, or by, October 17th, 2022.
- Seller agrees to provide Military/First Responders' discount to Purchaser of \$500 (with proof of ID) to be credited at closing.
- Other: \_\_\_\_\_

FIRST.

In the event the Purchaser shall fail to pay the balance of purchase price or close as herein provided in this agreement, all earnest monies are immediately released to the non-defaulting party as liquidated damages. Insufficient funds, stop payment, cancelled earnest money check, or cancelled/ disputed credit card charges are considered an immediate default on behalf of the Purchaser. Seller reserves all rights including, but not limited to, the right to enforce the agreement through "Specific Performance," the right to submit defaulted contract to a third-party collection agency, and the defaulting party may also be liable for all costs and expenses for enforcing this contract including, but not limited to, all reasonable legal fees. Should this contract terminate for any reason, Purchaser and Seller, instruct Lynn Omohundro, Attorney at Law to release all earnest monies to Seller immediately without further authorization from either party. Both Purchaser and Seller shall indemnify Lynn Omohundro, Attorney at Law for acting on this provision.

SECOND.

Purchaser's obligation to purchase the property IS NOT contingent upon Purchaser's ability to obtain a commitment for financing of the purchase. Purchaser DOES Not / DOES NOT intend to pursue financing for the purchase of Property. (Initials) (Initials)

If pursuing financing, Purchaser agrees to apply to, and identify, the lending institution within three (3) business days after the effective date of this agreement. Time is of the essence. Purchaser hereby agrees that his/her lender may release information to Southland Development Group, Inc. regarding financing of the subject property. In the event the Purchaser is unable to obtain financing from two separate lending institutions supplied by Seller, Seller retains the right to owner-finance the purchase at a rate of an additional 2% over current bank rate offered and with an additional 10% deposit made by Purchaser. In the event the Purchaser is declined financing and the Seller chooses not to owner-finance the Property, all earnest money will be returned to Purchaser after Purchaser provides a formal Decline Letter from at least two lending institutions supplied by Seller.

Closing will be held on or about 11/1/2022. Purchaser is responsible for all closing costs including, but not limited to, any deed preparation, title insurance, survey, if required, transfer taxes and recording fees. Should Purchaser elect to close via overnight mail, time is of the essence. Purchaser agrees to return the closing package within two (2) business days. Agreement is still enforceable if Purchaser's bank is unable to close within a 45 day period from date of contract. If Seller is unable to close by closing date for reason's beyond his control, Purchase Agreement will automatically extend for thirty (30) days. Purchaser agrees to allow Southland Development Group, Inc. to view and review all closing documents prior to the closing date of the sale including, but not limited to all HUD, ALTA, TRID and settlement statements.

**FOURTH.** Purchaser acknowledges receipt of a copy of the Declaration of Covenants, Conditions and Restrictions, and a plat for the "PROPERLY" and understands and agrees to abide by all specifics enclosed in both. Purchaser acknowledges that either sales plat is not a recorded plat and is not to be used for accurate representation of property lines, easements, etc. and is not to be used for decision-making of purchase or legal reference.

**FIFTH.** If Purchaser chooses to apply for financing, Purchaser agrees to provide lending institution all necessary documentation required to obtain a loan commitment within one (1) week of the effective date of this agreement. This includes but is not limited to, pay stubs, personal and/or business tax returns, bank statements, etc. Interest rates are determined by Purchaser's debt to income and credit score. If Purchaser applies for outside financing, Seller cannot guarantee Purchaser's ability to obtain advertised interest rate. If the Purchaser does not apply for financing in good faith and does not supply bank with proof of income within one week of the sale, this agreement is fully enforceable. **TIME IS OF THE ESSENCE.**

**SIXTH.** The deposit amount will be held in escrow with Lynn Ormohundro, Attorney at Law and will be credited at closing as a credit to the Purchaser. Make personal checks payable to: Lynn Ormohundro Trust Account

**SEVENTH.** Seller represents that all properties are guaranteed buildable and suitable for on or off-site septic.

**EIGHTH.** Seller to convey title by General Warranty Deed.

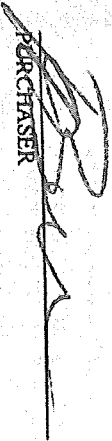
**NINTH.** Purchaser(s) has/have personally inspected the property and agrees to accept the property in its present condition.

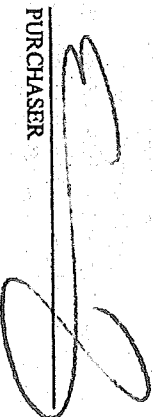
**TENTH.** Financial institution is allowed to share any and all financial information with Southland Development Group, Inc. to help aid in the approval process.

**ELEVENTH.** All real estate business is done in writing. Buyer is stating that all decisions to purchase the property are done from documentation provided and not from verbal commitments. That this writing constitutes the entire agreement between these parties as to the purchase and sale of the described real estate and may not be altered or amended except by writing signed by the parties hereto.

**I AGREE TO PURCHASE THE ABOVE-DESCRIBED PROPERTY ON THE TERMS AND CONDITIONS HEREIN STATED, which shall survive closing. Each undersigned Purchaser acknowledges receipt of a copy of the sales agreement and understands this is legal and binding between Purchaser and Seller. Purchaser and Seller agree that this agreement, including all instruments to which reference is made herein, is the only agreement between them, and that no representations, oral or written, have been made or relied on which are not herein provided or set forth.**

**WITNESS the following signatures and seals:**

  
PURCHASER

  
PURCHASER

**ACCEPTANCE**  
Seller accepts the foregoing and agrees to sell the Property described herein for the price and upon the terms herein specified.

**Seller or Representative for Seller:**

  
SELLER

9-13-22  
DATE

# **EXHIBIT 3**



**DISCLOSURES AND ACKNOWLEDGEMENTS**

PURCHASER(S) acknowledges and accepts the following provisions pertaining to the purchase of Lot(s) 30, \_\_\_\_\_, \_\_\_\_\_ in Silver Pointe Shores development located in DeKalb County, Tennessee.

SE/PE  
Init. Init.

1. **CONFIRMATION OF REPRESENTATIVE STATUS:** All of the Southland Development Group Inc. representatives that have assisted you today are agents representing the seller or employees of the seller. The representative is compensated by the seller and is acting as a representative for the seller. The sales representative is expected to provide only the following services:

1. Provide any objective documentation for the Silver Pointe Shores development. i.e.) Plat, Price lists.
2. Assist the client as to the availability of lots.
3. Provide honest customer service.

Southland Development Group Inc. is a licensed real estate firm currently representing the seller in this real estate transaction. The purpose of this document is to acknowledge that this disclosure has occurred. Copies of this document have been provided to any signatory thereof. Notice is hereby given that the sales representative is a representative for the seller. This form was delivered in writing, to any unrepresented buyer prior to the preparation of any offer to purchase.

SE/PE  
Init. Init.

2. **GOVERNANCE OF A HOMEOWNERS' ASSOCIATION:** As a Purchaser in this development, you will be obligated to be a member of the Homeowners' Association and abide by the recorded Protective Covenants and Amendments. As of the date of this contract, the current dues are \$750 per year. Dues subject to future reassessment, as determined by the HOA or the Declarant. The Brief Summary of Covenants and Building Restrictions are only a summary in nature. Please refer to the recorded Protective Covenants and Amendments for legal reference.

SE/PE  
Init. Init.

3. **GOOD FAITH ESTIMATED CLOSING COSTS:** The information provided below reflects estimates of the charges which you are likely to incur at the closing of your property. The fees listed are estimates; actual charges may be more or less. Your transaction may not involve every item or fee listed. The HUD-1 settlement statement will reflect the actual cost for each item at settlement. This document is meant to be a good faith estimate and Southland Development Group, Inc., nor the Seller(s), does not guarantee the accuracy of the fees listed below.

SE/PE  
Init. Init.

4. **FINANCING:** Lender financing may require a total deposit amount of 25% down payment. A down payment of 20% is due on Sale Day and an additional 5% will be due at closing to achieve a 75% loan to value and is not considered a closing cost. Owner financing will require a deposit of 35% and will be offered at the lending rate plus 2%.

[Signature]  
PURCHASER SIGNATURE

[Signature]  
PURCHASER SIGNATURE

9-17-22  
DATE

**DISCLOSURES AND ACKNOWLEDGEMENTS**

PURCHASER(S) acknowledges and accepts the following provisions pertaining to the purchase of Lot(s) 26, \_\_\_\_\_, \_\_\_\_\_ in Silver Pointe Shores development located in DeKalb County, Tennessee.

  
\_\_\_\_\_  
Int. Int.

1. **CONFIRMATION OF REPRESENTATIVE STATUS:** All of the Southland Development Group Inc. representatives that have assisted you today are agents representing the seller or employees of the seller. The representative is compensated by the seller and is acting as a representative for the seller. The sales representative is expected to provide only the following services:

1. Provide any objective documentation for the Silver Pointe Shores development. i.e.) Plat, Price lists.
  2. Assist the client as to the availability of lots.
  3. Provide honest customer service.
- Southland Development Group Inc. is a licensed real estate firm currently representing the seller in this real estate transaction. The purpose of this document is to acknowledge that this disclosure has occurred. Copies of this document have been provided to any signatory thereof. Notice is hereby given that the sales representative is a representative for the seller. This form was delivered in writing, to any unrepresented buyer prior to the preparation of any offer to purchase.

  
\_\_\_\_\_  
Int. Int.

2. **GOVERNANCE OF A HOMEOWNERS' ASSOCIATION:** As a Purchaser in this development, you will be obligated to be a member of the Homeowners' Association and abide by the recorded Protective Covenants and Amendments. As of the date of this contract, the current dues are \$750 per year. Dues subject to future reassessment, as determined by the HOA or the Declarant. The Brief Summary of Covenants and Building Restrictions are only a summary in nature. Please refer to the recorded Protective Covenants and Amendments for legal reference.

  
\_\_\_\_\_  
Int. Int.

3. **GOOD FAITH ESTIMATED CLOSING COSTS:** The information provided below reflects estimates of the charges which you are likely to incur at the closing of your property. The fees listed are estimates; actual charges may be more or less. Your transaction may not involve every item or fee listed. The HUD-1 settlement statement will reflect the actual cost for each item at settlement. This document is meant to be a good faith estimate and Southland Development Group, Inc., nor the Seller(s), does not guarantee the accuracy of the fees listed below.

  
\_\_\_\_\_  
Int. Int.

4. **FINANCING:** Lender financing may require a total deposit amount of 25% down payment. A down payment of 20% is due on Sale Day and an additional 5% will be due at closing to achieve a 75% loan to value and is not considered a closing cost. Owner financing will require a deposit of 35% and will be offered at the lending rate plus 2%.

  
PURCHASER SIGNATURE

  
PURCHASER SIGNATURE

DATE \_\_\_\_\_

DISCLOSURES AND ACKNOWLEDGEMENTS

PURCHASER(S) acknowledges and accepts the following provisions pertaining to the purchase of Lot(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ in Silver Pointe Shores development located in DeKalb County, Tennessee.

Init / Init 1. **CONFIRMATION OF REPRESENTATIVE STATUS:** All of the Southland Development Group Inc. representatives that have assisted you today are agents representing the seller or employees of the seller. The representative is compensated by the seller and is acting as a representative for the seller. The sales representative is expected to provide only the following services:

1. Provide any objective documentation for the Silver Pointe Shores development. i.e.) Plat, Price lists.
  2. Assist the client as to the availability of lots.
  3. Provide honest customer service.
- Southland Development Group Inc. is a licensed real estate firm currently representing the seller in this real estate transaction. The purpose of this document is to acknowledge that this disclosure has occurred. Copies of this document have been provided to any signatory thereof. Notice is hereby given that the sales representative is a representative for the seller. This form was delivered in \_\_\_\_\_  
writings, to any unrepresented buyer prior to the preparation of any offer to purchase.

Init / Init 2. **GOVERNANCE OF A HOMEOWNERS' ASSOCIATION:** As a Purchaser in this development, you will be obligated to be a member of the Homeowners' Association and abide by the recorded Protective Covenants and Amendments. As of the date of this contract, the current dues are \$750 per year. Dues subject to future reassessment, as determined by the HOA or the Declarant. The Brief Summary of Covenants and Building Restrictions are only a summary in nature. Please refer to the recorded Protective Covenants and Amendments for legal reference.

Init / Init 3. **GOOD FAITH ESTIMATED CLOSING COSTS:** The information provided below reflects estimates of the charges which you are likely to incur at the closing of your property. The fees listed are estimates; actual charges may be more or less. Your transaction may not involve every item or fee listed. The HUD-1 settlement statement will reflect the actual cost for each item at settlement. This document is meant to be a good faith estimate and Southland Development Group, Inc., nor the Seller(s), does not guarantee the accuracy of the fees listed below.

Init / Init 4. **FINANCING:** Lender financing may require a total deposit amount of 25% down payment. A down payment of 20% is due on Sale Day and an additional 5% will be due at closing to achieve a 75% loan to value and is not considered a closing cost. Owner financing will require a deposit of 35% and will be offered at the lending rate plus 2%.

\_\_\_\_\_  
PURCHASER SIGNATURE

\_\_\_\_\_  
PURCHASER SIGNATURE

\_\_\_\_\_  
DATE



**DISCLOSURES AND ACKNOWLEDGEMENTS**

**PURCHASER(S)** acknowledges and accepts the following provisions pertaining to the purchase of Lot(s) 116 in Silver Pointe Shores development located in DeKalb County, Georgia.

*Buyer*  
Int. Int.

**1. CONFIRMATION OF REPRESENTATIVE STATUS:** All of the Southland Development Group representatives that have assisted you today are agents representing the seller or employees of the seller. The representative is compensated by the seller and is acting as a representative for the seller. The sales representative is expected to provide only the following services:

- 1. Provide any objective documentation for the Silver Pointe Shores development i.e.) Plat, Price lists.
- 2. Assist the client as to the availability of lots.
- 3. Provide honest customer service.

Southland Development Group Inc. is a licensed real estate firm currently representing the seller in this real estate transaction. The purpose of this document is to acknowledge that this disclosure has occurred. Copies of this document have been provided to any signatory thereof. Notice is hereby given that the sales representative is a representative for the seller. This form was delivered in writing, to any unrepresented buyer prior to the preparation of any offer to purchase.

*Buyer*  
Int. Int.

**2. GOVERNANCE OF A HOMEOWNERS' ASSOCIATION:** As a Purchaser in this development, you will be obligated to be a member of the Homeowners' Association and abide by the recorded Protective Covenants and Amendments. As of the date of this contract, the current dues are \$750 per year. Dues subject to future reassessment, as determined by the HOA or the Declarant. The Brief Summary of Covenants and Building Restrictions are only a summary in nature. Please refer to the recorded Protective Covenants and Amendments for legal reference.

*Buyer*  
Int. Int.

**3. GOOD FAITH ESTIMATED CLOSING COSTS:** The information provided below reflects estimates of the charges which you are likely to incur at the closing of your property. The fees listed are estimates; actual charges may be more or less. Your transaction may not involve every item or fee listed. The HUD-1 settlement statement will reflect the actual cost for each item at settlement. This document is meant to be a good faith estimate and Southland Development Group, Inc., nor the Seller(s), does not guarantee the accuracy of the fees listed below.

*Buyer*  
Int. Int.

**4. FINANCING:** Lender financing may require a total deposit amount of 25% down payment. A down payment of 20% is due on Sale Day and an additional 5% will be due at closing to achieve a 75% loan to value and is not considered a closing cost. Owner financing will require a deposit of 35% and will be offered at the lending rate plus 2%.

*Buyer*  
PURCHASER SIGNATURE

*Buyer*  
PURCHASER SIGNATURE

9/17/03  
DATE

# EXHIBIT 4

### Vital Information Statement

THIS PROPERTY'S INFORMATION STATEMENT CONTAINS IMPORTANT INFORMATION REGARDING DISCLOSURES ASSOCIATED WITH FUTURE DEVELOPMENT OF THIS PROPERTY. THE FOLLOWING INFORMATION HAS BEEN OBTAINED FROM SOURCES DEEMED RELIABLE, SOUTHEAST DEVELOPMENT GROUP PLS MAKE NECESSARY CHECKS AS TO THE ACCURACY OF THIS INFORMATION OR THE TAX RATES, AND SUCH INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE. ALL FEES ARE PROVIDED TO SELLER AND BY THIRD PARTIES AND ARE SUBJECT TO CHANGE AT THEIR DISCRETION.

1. Purchase: The parcel being purchased, Lot(s) # 31, \_\_\_\_\_ in the subdivision known as Silver Pointe Shores, located in DeKalb County, TN, has been developed in conformance with state codes and local standards.
2. Easements: I/We understand that the easements have been granted to ensure the rights of ingress, egress and utility service for the subdivision. All easements will be shown on the final plat. \*Your color sales plat is not to be used as a final plat. Please refer to the dimensions plat before purchase.
3. Electricity: All utilities running from the primary dwelling (once built) to the road will be underground. Power and electric service is to be provided by Upper Cumberland Electric Membership Corp. Phone: (615) 735-2940. Website: <https://www.uccemc.com/>. Initial deposit to be determined by Upper Cumberland Electric Membership Corp.
4. Telephone: Telephone service is provided by Twin Lakes. Phone: (931) 858-2151. Website: <https://www.twinklakes.net/>. Television and Internet service can also be provided.
5. Individual Septic: All lots in the subdivision are approved for guaranteed septic. Before you build, final approval must be obtained from the State of Tennessee Dept. of Environment & Conservation. Phone: (931) 520-6688. Website: <https://www.in.gov/environment.html>
6. Well: All properties require on-site wells for water source. Estimates for these wells include a rate of \$11.50/ft for drilling, \$3.50/ft for PVC casing, plus a \$500 grout fee. Average total cost is \$4,580. Well costs vary per individual lot. Average well depth is 320'. Well construction can be provided by David Mills Well Drilling. Phone: (423) 881-3273.
7. Building permits: Permits are available for residential construction through the State of Tennessee. Phone: (615) 741-7170. Website: <https://www.in.gov/commerce/fire/residential-permits.html>
8. Roads: I/We understand that the roads within the Silver Pointe Shores subdivision are privately owned and are to be maintained by the HOA.
9. Taxes: The current tax rate for DeKalb County is levied based on Appraised Value x 0.25 = Assessed Value. Assessed Value/100 x 1.74. For example, a lot valued at \$50,000 x .25 = Assessed Value of \$12,500. \$12,500/100 x 1.74 = \$217.50 approximate annual taxes.  
\*ALL TAXES AND EXEMPTIONS ARE DETERMINED BY THE BOARD OF ASSESSORS. THE ABOVE FIGURES ARE ONLY TO BE USED FOR ESTIMATION PURPOSES.
10. Accelerated Development Fee: I/We understand that there is an accelerated development fee of \$1,500 per lot. This fee is to be reimbursed to the seller to cover the construction, development, and maintenance of the roads and common areas. The Seller may or may not waive this fee as stated in the Agreement of Sale.
11. HOA: As a Purchaser in this development, you will be obligated to be a member of the Homeowners' Association and abide by the recorded Protective Covenants and Amendments. As of the date of this contract, the current dues are \$750 per year. Dues subject to future reassessment, as determined by the HOA or the Declarant. The following lots must abide by the CCR's set forth by the HOA, but will not be billed HOA assessments: Lot 1, Lot 2, Lot 3, Lot 4, Lot 5.
12. Important Contact Information:  
County Clerk's Office: (615) 597-5177  
Tax Assessor: (615) 597-5925  
DeKalb County Dept of Health & Environmental Control: (615) 597-7599
13. Covenants & Final Plat: I/We acknowledge receipt of a copy of the protective covenants and final plat and understand and agree to abide by all items contained within.
14. Title Agency/ Closing Attorney: Ms. Lynn Omotunduro, Attorney at Law. Phone: (931) 836-2226  
P.O. Box 540, Sparta, TN 38583

**Acknowledgment:** I/We acknowledge that the true value of the land is uncertain and the grantor makes no guarantee, expressed or implied, as to the true value of any lot. Certification: This document has been reviewed to the purchaser and the purchaser has been given uninterrupted time to review. The signatures on this document provide receipt that all of the 14 items listed above and the closing cost estimator have been reviewed and agreed upon by the purchaser.

Date: 09-19-2022

Buyer's Signature \_\_\_\_\_

Buyer's Signature \_\_\_\_\_

## Vital Information Statement

THIS PROPERTY INFORMATION STATEMENT CONTAINS IMPORTANT INFORMATION REGARDING RESPONSIBILITIES ASSOCIATED WITH FUTURE DEVELOPMENT OF THIS PROPERTY. THE FOLLOWING INFORMATION HAS BEEN OBTAINED FROM SOURCES DEEMED RELIABLE. SOUTHLAND DEVELOPMENT GROUP, INC. MAKES NO GUARANTEES AS TO THE ACCURACY OF THIS INFORMATION OR THE TAX RATES, AND SUCH INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE. ALL FEES ARE PROVIDED TO SOUTHLAND BY THIRD PARTIES AND ARE SUBJECT TO CHANGE AT THEIR DISCRETION.

1. Purchase: The parcel being purchased, Lot(s) # 30, \_\_\_\_\_ in the subdivision known as Silver Pointe Shores, located in DeKalb County, TN, has been developed in conformance with state codes and local standards.
2. Easements: I/We understand that the easements have been granted to ensure the rights of ingress, egress and utility service for the subdivision. All easements will be shown on the final plat. \*Your color sales plat is not to be used as a final plat. Please refer to the dimensions plat before purchase.
3. Electricity: All utilities running from the primary dwelling (once built) to the road will be underground. Power and electric service is to be provided by Upper Cumberland Electric Membership Corp. Phone: (615) 735-2940. Website: <https://www.ucemc.com/>. Initial deposit to be determined by Upper Cumberland Electric Membership Corp.
4. Telephone: Telephone service is provided by Twin Lakes. Phone: (931) 858-2151. Website: <https://www.twinklakes.net/>. Television and Internet service can also be provided.
5. Individual Septic: All lots in the subdivision are approved for guaranteed septic. Before you build, final approval must be obtained from the State of Tennessee Dept. of Environment & Conservation. Phone: (931) 520-6688. Website: <https://www.tn.gov/environment.html>
6. Well: All properties require on-site wells for water source. Estimates for these wells include a rate of \$11.50/ft for drilling, \$5.50/ft for PVC casing, plus a \$500 grout fee. Average total cost is \$4,580. Well costs vary per individual lot. Average well depth is 320'. Well construction can be provided by David Mills Well Drilling. Phone: (423) 881-3273.
7. Building permits: Permits are available for residential construction through the State of Tennessee. Phone: (615) 741-7170. Website: <https://www.tn.gov/commerce/fire/residential-permits.html>
8. Roads: I/We understand that the roads within the Silver Pointe Shores subdivision are privately owned and are to be maintained by the HOA.
9. Taxes: The current tax rate for DeKalb County is levied based on Appraised Value x 0.25= Assessed Value. Assessed Value/100 x 1.74. For example, a lot valued at \$50,000 x .25= Assessed Value of \$12,500. \$12,500/100 x 1.74 = \$217.50 approximate annual taxes.  
\*ALL TAXES AND EXEMPTIONS ARE DETERMINED BY THE BOARD OF ASSESSORS. THE ABOVE FIGURES ARE ONLY TO BE USED FOR ESTIMATION PURPOSES.
10. Accelerated Development Fee: I/We understand that there is an accelerated development fee of \$1,500 per lot. This fee is to be reimbursed to the seller to cover the construction, development, and maintenance of the roads and common areas. The Seller may or may not waive this fee as stated in the Agreement of Sale.
11. HOA: As a Purchaser in this development, you will be obligated to be a member of the Homeowners' Association and abide by the recorded Protective Covenants and Amendments. As of the date of this contract, the current dues are \$750 per year. Dues subject to future reassessment, as determined by the HOA or the Declarant. The following lots must abide by the CCR's set forth by the HOA, but will not be billed HOA assessments: Lot 1, Lot 2, Lot 3, Lot 4, Lot 5.
12. Important Contact Information:  
County Clerk's Office: (615) 597-5177  
Tax Assessor: (615) 597-5925  
DeKalb County Dept of Health & Environmental Control: (615) 597-7599
13. Covenants & Final Plat: I/We acknowledge receipt of a copy of the protective covenants and final plat and understand and agree to abide by all items contained within.
14. Title Agency/ Closing Attorney: Ms. Lynn Omohundro, Attorney at Law. Phone: (931) 836-2226  
P.O. Box 540, Sparta, TN 38583

Acknowledgement. I/We acknowledge that the future value of the land is uncertain and the grantor makes no guarantees, expressed or implied, as to the future value of any lot. Certification: This document has been delivered to the purchaser and the purchaser has been given uninterrupted time to review. The signatures on this document provide record that all of the 14 topics listed above and the closing cost estimator have been reviewed and agreed upon by the purchaser.

Date: 9-17-22

[Signature]  
Buyer's Signature

[Signature]  
Buyer's Signature

## Vital Information Statement

THIS PROPERTY INFORMATION STATEMENT CONTAINS IMPORTANT INFORMATION REGARDING RESPONSIBILITIES ASSOCIATED WITH FUTURE DEVELOPMENT OF THIS PROPERTY. THE FOLLOWING INFORMATION HAS BEEN OBTAINED FROM SOURCES DEEMED RELIABLE. SOUTHLAND DEVELOPMENT GROUP, INC MAKES NO GUARANTEES AS TO THE ACCURACY OF THIS INFORMATION OR THE TAX RATES, AND SUCH INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE. ALL FEES ARE PROVIDED TO SOUTHLAND BY THIRD PARTIES AND ARE SUBJECT TO CHANGE AT THEIR DISCRETION.

- Purchase:** The parcel being purchased, Lot(s) # \_\_\_\_\_ in the subdivision known as Silver Pointe Shores, located in DeKalb County, TN, has been developed in conformance with state codes and local standards.
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- Electricity:** All utilities running from the primary dwelling (once built) to the road will be underground. Power and electric service is to be provided by Upper Cumberland Electric Membership Corp. Phone: (615) 735-2940. Website: <https://www.uccemc.com/>. Initial deposit to be determined by Upper Cumberland Electric Membership Corp.
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- Well:** All properties require on-site wells for water source. Estimates for these wells include a rate of \$11.50/ft for drilling, \$.50/ft for PVC casing, plus a \$500 grout fee. Average total cost is \$4,580. Well costs vary per individual lot. Average well depth is 320'. Well construction can be provided by David Mills Well Drilling. Phone: (423) 881-3273.
- Building Permits:** Permits are available for residential construction through the State of Tennessee. Phone: (615) 741-7170. Website: <https://www.tn.gov/commerce/fire/residential-permits.html>
- Roads:** I/We understand that the roads within the Silver Pointe Shores subdivision are privately owned and are to be maintained by the HOA.
- Taxes:** The current tax rate for DeKalb County is levied based on Appraised Value x 0.25= Assessed Value. Assessed Value/100 x 1.74. For example, a lot valued at \$50,000 x .25= Assessed Value of \$12,500. \$12,500/100 x 1.74 = \$217.50 approximate annual taxes.  
\*ALL TAXES AND EXEMPTIONS ARE DETERMINED BY THE BOARD OF ASSESSORS. THE ABOVE FIGURES ARE ONLY TO BE USED FOR ESTIMATION PURPOSES
- Accelerated Development Fee:** I/We understand that there is an accelerated development fee of \$1,500 per lot. This fee is to be reimbursed to the seller to cover the construction, development, and maintenance of the roads and common areas. The Seller may or may not waive this fee as stated in the Agreement of Sale.
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(615) 597-5177  
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(615) 597-7599
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- Title Agency/ Closing Attorney:** Ms. Lynn Omohundro, Attorney at Law. Phone: (931) 836-2226  
P. O. Box 540, Sparta, TN 38583

**Acknowledgment:** I/We acknowledge that the future value of the land is uncertain and the grantor makes no guarantees, expressed or implied, as to the future value of any lot. Certification: This document has been delivered to the purchaser and the purchaser has been given uninterrupted time to review. The signatures on this document provide record that all of the 14 topics listed above and the closing cost estimator have been reviewed and agreed upon by the purchaser.

Date: \_\_\_\_\_

Buyer's Signature \_\_\_\_\_

Buyer's Signature \_\_\_\_\_

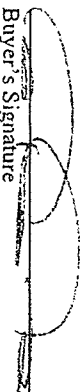
## Vital Information Statement

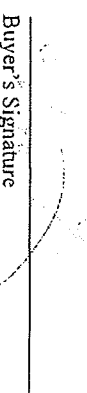
THIS PROPERTY INFORMATION STATEMENT CONTAINS IMPORTANT INFORMATION REGARDING RESPONSIBILITIES ASSOCIATED WITH FUTURE DEVELOPMENT OF THIS PROPERTY. THE FOLLOWING INFORMATION HAS BEEN OBTAINED FROM SOURCES DEEMED RELIABLE. SOUTHLAND DEVELOPMENT GROUP, INC MAKES NO GUARANTEES AS TO THE ACCURACY OF THIS INFORMATION OR THE TAX RATES, AND SUCH INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE. ALL FEES ARE PROVIDED TO SOUTHLAND BY THIRD PARTIES AND ARE SUBJECT TO CHANGE AT THEIR DISCRETION.

1. **Purchase:** The parcel being purchased, Lot(s) # Ag, \_\_\_\_\_ in the subdivision known as Silver Pointe Shores, located in Dekalb County, TN, has been developed in conformance with state codes and local standards.
2. **Easements:** I/We understand that the easements have been granted to ensure the rights of ingress, egress and utility service for the subdivision. All easements will be shown on the final plat. \*Your color sales plat is not to be used as a final plat. Please refer to the dimensions plat before purchase.
3. **Electricity:** All utilities running from the primary dwelling (once built) to the road will be underground. Power and electric service is to be provided by Upper Cumberland Electric Membership Corp. Phone: (615) 735-2940. Website: <https://www.uccemc.com/>. Initial deposit to be determined by Upper Cumberland Electric Membership Corp.
4. **Telephone:** Telephone service is provided by Twin Lakes. Phone: (931) 858-2151. Website: <https://www.twinklakes.net/>. Television and Internet service can also be provided.
5. **Individual Septic:** All lots in the subdivision are approved for guaranteed septic. Before you build, final approval must be obtained from the State of Tennessee Dept. of Environment & Conservation. Phone: (931) 520-6688. Website: <https://www.tn.gov/environment.html>
6. **Well:** All properties require on-site wells for water source. Estimates for these wells include a rate of \$11.50/ft for drilling, \$.50/ft for PVC casing, plus a \$500 grout fee. Average total cost is \$4,580. Well costs vary per individual lot. Average well depth is 320'. Well construction can be provided by David Mills Well Drilling. Phone: (423) 881-3273.
7. **Building permits:** Permits are available for residential construction through the State of Tennessee. Phone: (615) 741-7170. Website: <https://www.tn.gov/commerce/fire/residential-permits.html>
8. **Roads:** I/We understand that the roads within the Silver Pointe Shores subdivision are privately owned and are to be maintained by the HOA.
9. **Taxes:** The current tax rate for Dekalb County is levied based on Appraised Value x 0.25= Assessed Value. Assessed Value/100 x 1.74. For example, a lot valued at \$50,000 x .25= Assessed Value of \$12,500. \$12,500/100 x 1.74 = \$217.50 approximate annual taxes.  
\*ALL TAXES AND EXEMPTIONS ARE DETERMINED BY THE BOARD OF ASSESSORS. THE ABOVE FIGURES ARE ONLY TO BE USED FOR ESTIMATION PURPOSES.
10. **Accelerated Development Fee:** I/We understand that there is an accelerated development fee of \$1,500 per lot. This fee is to be reimbursed to the seller to cover the construction, development, and maintenance of the roads and common areas. The Seller may or may not waive this fee as stated in the Agreement of Sale.
11. **HOA:** As a Purchaser in this development, you will be obligated to be a member of the Homeowners' Association and abide by the recorded Protective Covenants and Amendments. As of the date of this contract, the current dues are \$750 per year. Dues subject to future reassessment, as determined by the HOA or the Declarant. The following lots must abide by the CCR's set forth by the HOA, but will not be billed HOA assessments: Lot 1, Lot 2, Lot 3, Lot 4, Lot 5.
12. **Important Contact Information:**  
County Clerk's Office: (615) 597-5177  
Tax Assessor: (615) 597-5925  
Dekalb County Dept of Health & Environmental Control: (615) 597-7599
13. **Covenants & Final Plat:** I/We acknowledge receipt of a copy of the protective covenants and final plat and understand and agree to abide by all items contained within.
14. **Title Agency/ Closing Attorney:** Ms. Lynn Omohundro, Attorney at Law. Phone: (931) 836-2226  
P. O. Box 540, Sparta, TN 38583

Acknowledgement: I/We acknowledge that the future value of the land is uncertain and the grantor makes no guarantees, expressed or implied, as to the future value of any lot. Certification: This document has been delivered to the purchaser and the purchaser has been given uninterrupted time to review. The signatures on this document provide record that all of the 14 topics listed above and the closing cost estimator have been reviewed and agreed upon by the purchaser.

Date: 9-17-23

  
Buyer's Signature

  
Buyer's Signature


## Vital Information Statement

THIS PROPERTY INFORMATION STATEMENT CONTAINS IMPORTANT INFORMATION REGARDING RESPONSIBILITIES ASSOCIATED WITH FUTURE DEVELOPMENT OF THIS PROPERTY. THE FOLLOWING INFORMATION HAS BEEN OBTAINED FROM SOURCES DEEMED RELIABLE. SOUTHLAND DEVELOPMENT GROUP, INC. MAKES NO GUARANTEES AS TO THE ACCURACY OF THIS INFORMATION OR THE TAX RATES, AND SUCH INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE. ALL FEES ARE PROVIDED TO SOUTHLAND BY THIRD PARTIES AND ARE SUBJECT TO CHANGE AT THEIR DISCRETION.

1. Purchase: The parcel being purchased, Lot(s) # 29, \_\_\_\_\_ in the subdivision known as Silver Pointe Shores, located in DeKalb County, TN, has been developed in conformance with state codes and local standards.
2. Easements: I/We understand that the easements have been granted to ensure the rights of ingress, egress and utility service for the subdivision. All easements will be shown on the final plat. \*Your color sales plat is not to be used as a final plat. Please refer to the dimensions plat before purchase.
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6. Well: All properties require on-site wells for water source. Estimates for these wells include a rate of \$11.50/ft for drilling, \$.50/ft for PVC casing, plus a \$500 groud fee. Average total cost is \$4,580. Well costs vary per individual lot. Average well depth is 320'. Well construction can be provided by David Mills Well Drilling. Phone: (423) 881-3273.
7. Building permits: Permits are available for residential construction through the State of Tennessee. Phone: (615) 741-7170. Website: <https://www.tn.gov/commerce/fire/residential-permits.html>
8. Roads: I/We understand that the roads within the Silver Pointe Shores subdivision are privately owned and are to be maintained by the HOA.
9. Taxes: The current tax rate for DeKalb County is levied based on Appraised Value x 0.25 = Assessed Value. Assessed Value/100 x 1.74. For example, a lot valued at \$50,000 x .25 = Assessed Value of \$12,500. \$12,500/100 x 1.74 = \$217.50 approximate annual taxes.  
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10. Accelerated Development Fee: I/We understand that there is an accelerated development fee of \$1,500 per lot. This fee is to be reimbursed to the seller to cover the construction, development, and maintenance of the roads and common areas. The Seller may or may not waive this fee as stated in the Agreement of Sale.
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12. Important Contact Information:  
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Tax Assessor: (615) 597-5925  
DeKalb County Dept of Health & Environmental Control: (615) 597-7599
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14. Title Agency/ Closing Attorney: Ms. Lynn Omohundro, Attorney at Law. Phone: (931) 836-2226  
P.O. Box 540, Sparta, TN 38583

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Date: 9/17/22

  
Buyer's Signature

\_\_\_\_\_  
Buyer's Signature

## Vital Information Statement

THIS PROPERTY INFORMATION STATEMENT CONTAINS IMPORTANT INFORMATION REGARDING RESPONSIBILITIES ASSOCIATED WITH PURCHASING INTERESTS IN THIS PROPERTY. THE FOLLOWING INFORMATION HAS BEEN OBTAINED FROM SOURCES DEEMED RELIABLE. SOUTHLAND DEVELOPMENT GROUP, INC. MAKES NO GUARANTEES AS TO THE ACCURACY OF THIS INFORMATION OR THE TAX RATES AND SUEL INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE. ALL FEES ARE PROVIDED TO SELLER AND BY THIRD PARTIES AND ARE SUBJECT TO CHANGE AT THEIR DISCRETION.

1. **Purchase:** The parcel being purchased, Lot(s) # 16 in the subdivision known as Silver Pointe Shores, located in DeKalb County, TN, has been developed in conformance with state codes and local standards.
2. **Easements:** I/We understand that the easements have been granted to ensure the rights of ingress, egress and utility service for the subdivision. All easements will be shown on the final plat. \*Your color sales plat is not to be used as a final plat. Please refer to the dimensions plat before purchase.
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6. **Wells:** All properties require on-site wells for water source. Estimates for these wells include a rate of \$11.50/ft for drilling, \$5.50/ft for PVC casing, plus a \$500 grout fee. Average total cost is \$4,580. Well costs vary per individual lot. Average well depth is 320'. Well construction can be provided by David Mills Well Drilling. Phone: (423) 881-3273.
7. **Building permits:** Permits are available for residential construction through the State of Tennessee. Phone: (615) 741-7170. Website: <https://www.in.gov/commerce/fire/residential-permits.html>
8. **Roads:** I/We understand that the roads within the Silver Pointe Shores subdivision are privately owned and are to be maintained by the HOA.
9. **Taxes:** The current tax rate for DeKalb County is levied based on Appraised Value x 0.25= Assessed Value. Assessed Value/100 x 1.74. For example, a lot valued at \$50,000 x .25= Assessed Value of \$12,500. \$12,500/100 x 1.74 = \$217.50 approximate annual taxes.  
\* ALL TAXES AND EXEMPTIONS ARE DETERMINED BY THE BOARD OF ASSESSORS. THE ABOVE FIGURES ARE ONLY TO BE USED FOR ESTIMATION PURPOSES.

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11. **HOA:** As a Purchaser in this development, you will be obligated to be a member of the Homeowners' Association and abide by the recorded Protective Covenants and Amendments. As of the date of this contract, the current dues are \$750 per year. Dues subject to future reassessment, as determined by the HOA or the Declarant. The following lots must abide by the CCR's set forth by the HOA, but will not be billed HOA assessments: Lot 1, Lot 2, Lot 3, Lot 4, Lot 5.

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Tax Assessor: (615) 597-5925  
DeKalb County Dept of Health & Environmental Control: (615) 597-7599

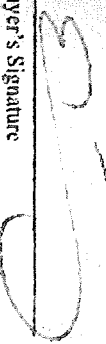
13. **Covenants & Final Plat:** I/We acknowledge receipt of a copy of the protective covenants and final plat and understand and agree to abide by all items contained within.

14. **Title Agency/ Closing Attorney:** Ms. Lynn Omohundro, Attorney at Law. Phone: (931) 836-2226  
P.O. Box 540, Sparta, TN 38583

Acknowledgment: I/We acknowledge that the true value of the land is uncertain and the grantor makes no guarantees, expressed or implied, as to the future value of any fee. Certification: This document has been delivered to the purchaser and the purchaser has been given uninterrupted time to review. The signatures on this document provide proof that all of the 14 topics listed above and the closing cost estimator have been reviewed and agreed upon by the purchaser.

Date: 9/17/22

  
Buyer's Signature

  
Buyer's Signature

# COLLECTIVE EXHIBIT 5



To have and to hold said real estate, with the appurtenances, estate, title and interest belonging to the said Grantee(s), his/her/their heirs, successors, and assigns forever. I covenant that the company is lawfully seized and possessed of said real estate in fee simple, has good right to convey it, and that the same is unencumbered.

I further covenant and bind the company, its successors and assigns, to warrant and forever defend the title to said real estate to said Grantee(s), his/her/their heirs, successors, and assigns against the lawful claims of all persons.

Witness my hand, this 21<sup>st</sup> day of October 2022.

BY: [Signature]  
RLA EQUITY GROUP, LLC  
By: RICHARD APPLGATE, Member

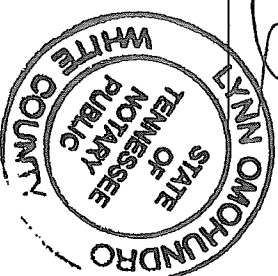
STATE OF TENNESSEE )  
                                  )  
COUNTY OF DEKALB )

Personally appeared before, the undersigned, a Notary Public, in and for said County and State, the within named RICHARD APPLGATE, with whom I am personally acquainted, acquainted or proved to me upon the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Member of Member of RLA EQUITY GROUP, LLC, and that acting in such capacity and authorized to do so, executed the foregoing instrument on behalf of the LLC for the purposes therein contained.

Witness my hand and official seal this 21<sup>st</sup> day of October, 2022.

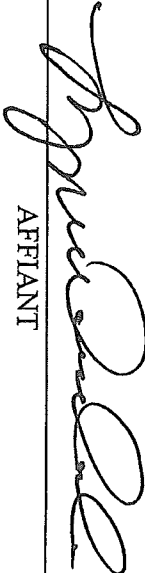
[Signature]  
NOTARY PUBLIC

My Commission Expires: 3/19/24



STATE OF TENNESSEE )  
 )  
COUNTY OF WHITE )

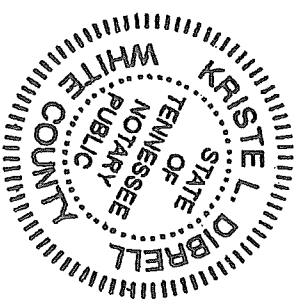
The actual consideration or value whichever is greater, for this transfer is \$55,000.00.

  
AFFIANT

Sworn to and subscribed before me,  
this 21<sup>st</sup> day of October, 2022.

  
NOTARY PUBLIC

My Commission Expires: 11/21/2023



Daniel Seber, Registrar  
DeKalb County  
Rec #: 141632 Instrument #: 206668  
Rec'd: 15 00 Recorded  
State: 203.50 11/2/2022 at 1:34 PM  
Clerk: 1.00 In Record Book  
Other: 2.00 538  
Total: 221.50

PREPARED BY LYNN OMOHUNDRO, ATTORNEY  
113 S. Young St., Sparta, TN 38583  
931-836-2226

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN (\$10.00) DOLLARS, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, **RLA EQUITY GROUP, LLC** has this day bargained and sold, and does hereby transfer and convey unto **LOGAN DIXON**, his/her/their heirs, successors, and assigns, certain real estate which is located in the Eighteenth (18<sup>th</sup>) Civil District of DeKalb County, Tennessee, described as follows:

**P/O MAP 16, PARCEL 44.00 and  
MAP 31, PARCELS 001.03 & 001.07**

Being Lot No. 31 Silver Point Shores Subdivision, a plat of which appears of record at Plat Book 1, Page 1665-1666, in the Register's Office for DeKalb County, Tennessee.

Subject to Declaration of Reservations, Covenants, and Restrictions, for Silver Point Shores Subdivision, which appear of record in Record Book 536, Page 815, and any restrictions on the plat which appears of record at Plat Book 1, Page 1665-1666, in the Register's Office for DeKalb County, Tennessee.

Being a portion of the property conveyed to RLA Equity Group, LLC, by Warranty Deed, from Christopher Kordes, and wife, Adriana Kordes, dated 12/23/2021 and recorded 12/27/2021 in Record Book 514, Page 179, in the Register's Office DeKalb County, Tennessee.

2022 taxes shall be paid by Grantor, and subsequent taxes shall be paid by Grantee(s).

SEND TAX NOTICES: Logan Dixon  
307 Tararack Ct.  
Mount Juliet, TN 37122

Agents File No.: DIXON.SPS31  
Loan ID Number: N/A  
Property Address: Lot , Silver Point South  
Silver Point TN 38582


SCHEDULE A

Commitment Date: 10/17/2022

1. Policy to be issued:  
(a) ALTA® OWNERS POLICY (08-01-2016)  
Proposed Insured: Logan Dixon  
Proposed Policy Amount: \$ 84,900.00  
(b) ALTA® LOAN POLICY (08-01-2016)  
Proposed Insured:  
Proposed Policy Amount: \$

2. The estate or interest in the Land described or referred to in this Commitment is FEE SIMPLE.
3. The Title is, at the Commitment Date, vested in: RLA Equity Group, LLC
4. The Land is described as follows: SEE EXHIBIT A ATTACHED HERETO

FIRST AMERICAN TITLE INSURANCE COMPANY

By:   
Lynn Omohundro, Attorney  
Authorized Signatory

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B, Part I—Requirements, [and] Schedule B, Part II—Exceptions, and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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**SCHEDULE B, PART I**  
**Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.  
  
Warranty Deed from RLA Equity Group, LLC to Logan Dixon.

**SCHEDULE B, PART II**  
**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. 2022 taxes are paid and subsequent taxes are a lien but not yet due and payable.
3. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. Any encroachments, encumbrances, violations, variations, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. Any minerals or mineral rights leased, granted, or retained by current or prior owners.
7. Unified mechanics' or materialmen's liens.
8. No coverage is provided as to the amount of acreage or square footage of land.

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EXHIBIT A  
PROPERTY DESCRIPTION

P/O MAP 16, PARCEL 44.00 and  
MAP 31, PARCELS 001.03 & 001.07

Being Lot No. 31 Silver Point Shores Subdivision, a plat of which appears of record at Plat Book 1, Page 1665-1666, in the Register's Office for DeKalb County, Tennessee.

Subject to Declaration of Reservations, Covenants, and Restrictions, for Silver Point Shores Subdivision, which appear of record in Record Book 536, Page 815, and any restrictions on the plat which appears of record at Plat Book 1, Page 1665-1666, in the Register's Office for DeKalb County, Tennessee.

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COMMITMENT FOR TITLE INSURANCE  
ISSUED BY  
FIRST AMERICAN TITLE INSURANCE COMPANY  
NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice: Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Tennessee Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 120 *(insert the time period)* after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**COMMITMENT CONDITIONS**

**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

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- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; [and]
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form].

#### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

#### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; [and] Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form].*

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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9.**

**ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B, Part I—Requirements, [and] Schedule B, Part II—Exceptions, and a counter-signature by the Company or its issuing agent that may be in electronic form].*

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PREPARED BY LYNN OMOHUNDRO, ATTORNEY  
113 S. Young St., Sparta, TN 38583  
931-836-2226

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN (\$10.00) DOLLARS, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, RLA EQUITY GROUP, LLC has this day bargained and sold, and does hereby transfer and convey unto his/her/their heirs, successors, and assigns, certain real estate which is located in the Eighteenth (18<sup>th</sup>) Civil District of DeKalb County, Tennessee, described as follows:

P/O MAP 16, PARCEL 44.00 and  
MAP 31, PARCELS 001.03 & 001.07

Being Lot No. 30, Silver Point Shores Subdivision, a plat of which appears of record at Plat Book 1, Page 1665-1666, in the Register's Office for DeKalb County, Tennessee.

Subject to Declaration of Reservations, Covenants, and Restrictions, for Silver Point Shores Subdivision, which appear of record in Record Book 536, Page 815, and any restrictions on the plat which appears of record at Plat Book 1, Page 1665-1666, in the Register's Office for DeKalb County, Tennessee.

Being a portion of the property conveyed to RLA Equity Group, LLC, by Warranty Deed, from Christopher Kordes, and wife, Adriana Kordes, dated 12/23/2021 and recorded 12/27/2021 in Record Book 514, Page 179, in the Register's Office DeKalb County, Tennessee.

2022 taxes shall be paid by Grantor, and subsequent taxes shall be paid by Grantee(s).

SEND TAX NOTICES: Eric C. Evert, and wife, Krystn T. Evert  
796 S. Prospect Pl.  
Elmhurst, IL 60126

Agents File No.: Evert.SPSS30  
Loan ID Number: N/A  
Property Address: Lot 30, Silver Point South  
Silver Point TN 38582

**SCHEDULE A**

Commitment Date: 11/07/2022

1. Policy to be issued:  
(a) ALTA® OWNERS POLICY (08-01-2016)

Proposed Insured: Eric C. Evert, and wife, Krysth T. Evert

Proposed Policy Amount: \$ 99,900.00


- (b) ALTA® LOAN POLICY (08-01-2016)

Proposed Insured:

Proposed Policy Amount: \$

2. The estate or interest in the Land described or referred to in this Commitment is **FEE SIMPLE**.
3. The Title is, at the Commitment Date, vested in: RLA Equity Group, LLC
4. The Land is described as follows: **SEE EXHIBIT A ATTACHED HERETO**

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By:   
Lynn Omohundro, Attorney  
Authorized Signatory

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**SCHEDULE B, PART I**  
**Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

Warranty Deed from RLA Equity Group, LLC to Eric C. Evert, and wife, Krystn T. Evert

**SCHEDULE B, PART II**  
**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part II—Requirements are met.
2. 2022 taxes are paid and subsequent taxes are a lien but not yet due and payable.
3. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. Any encroachments, encumbrances, violations, variations, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. Any minerals or mineral rights leased, granted, or retained by current or prior owners.
7. Unfiled mechanics' or materialmen's liens.
8. No coverage is provided as to the amount of acreage or square footage of land.

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EXHIBIT A  
PROPERTY DESCRIPTION

P/O MAP 16, PARCEL 44.00 and  
MAP 31, PARCELS 001.03 & 001.07

Being Lot No. 30 Silver Point Shores Subdivision, a plat of which appears of record at Plat Book 1, Page 1665-1666, in the Register's Office for DeKalb County, Tennessee.

Subject to Declaration of Reservations, Covenants, and Restrictions, for Silver Point Shores Subdivision, which appear of record in Record Book 536, Page 815, and any restrictions on the plat which appears of record at Plat Book 1, Page 1665-1666, in the Register's Office for DeKalb County, Tennessee.

Being a portion of the property conveyed to RLA Equity Group, LLC, by Warranty Deed, from Christopher Korde, and wife, Adriana Korde, dated 12/23/2021 and recorded 12/27/2021 in Record Book 514, Page 179, in the Register's Office DeKalb County, Tennessee.

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COMMITMENT FOR TITLE INSURANCE  
ISSUED BY  
FIRST AMERICAN TITLE INSURANCE COMPANY  
NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Tennessee Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 120 *(insert the time period)* after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**COMMITMENT CONDITIONS**

1. **DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

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- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
  - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
  - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
  - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
  - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
  3. The Company's liability and obligation is limited by and this Commitment is not valid without:
    - (a) the Notice;
    - (b) the Commitment to Issue Policy;
    - (c) the Commitment Conditions;
    - (d) Schedule A;
    - (e) Schedule B, Part I—Requirements; [and]
    - (f) Schedule B, Part II—Exceptions; and
    - (g) a counter-signature by the Company or its issuing agent that may be in electronic form].
  4. **COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.
  5. **LIMITATIONS OF LIABILITY**
    - (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
      - (i) comply with the Schedule B, Part I—Requirements;
      - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
      - (iii) acquire the Title or create the Mortgage covered by this Commitment.
    - (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
    - (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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PREPARED BY LYNN OMOHUNDRO, ATTORNEY  
113 S. Young St., Sparta, TN 38583  
931-836-2226

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN (\$10.00) DOLLARS, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, RLA EQUITY GROUP, LLC has this day bargained and sold, and does hereby transfer and convey unto MICHAEL KUNZE and wife, RENEE KUNZE, their heirs, successors, and assigns, certain real estate which is located in the Eighteenth (18<sup>th</sup>) Civil District of DeKalb County, Tennessee, described as follows:

P/O MAP 16, PARCEL 44.00 and  
MAP 31, PARCELS 001.03 & 001.07

Being Lot No. 37, Silver Point Shores Subdivision, a plat of which appears of record at Plat Book 1, Page 1665-1666, in the Register's Office for DeKalb County, Tennessee.

Subject to Declaration of Reservations, Covenants, and Restrictions, for Silver Point Shores Subdivision, which appear of record in Record Book 536, Page 815, and any restrictions on the plat which appears of record at Plat Book 1, Page 1665-1666, in the Register's Office for DeKalb County, Tennessee.

Being a portion of the property conveyed to RLA Equity Group, LLC, by Warranty Deed, from Christopher Kordes, and wife, Adriana Kordes, dated 12/23/2021 and recorded 12/27/2021 in Record Book 514, Page 179, in the Register's Office DeKalb County, Tennessee.

2022 taxes shall be paid by Grantor, and subsequent taxes shall be paid by Grantee(s).

SEND TAX NOTICES: Michael Kunze and wife, Renee Kunze  
4126 Cascada Circle  
Cooper City, FL 33024

**Assessor of Property**  
DeKalb County, Tenn.

This is to certify that I have copied the names of the vendor and vendees in said deed of conveyance for the purpose of making proper corrections on the roll of assessments:

MAP 016 PARCEL RLA 44.00 P/O

DATE 10.24.22

TAX YEAR 2023

~~Shannon A Cantrell~~ ASSESSOR

SHANNON A. CANTRELL

To have and to hold said real estate, with the appurtenances, estate, title and interest belonging to the said Grantee(s), his/her/their heirs, successors, and assigns forever. I covenant that the company is lawfully seized and possessed of said real estate in fee simple, has good right to convey it, and that the same is unencumbered.

I further covenant and bind the company, its successors and assigns, to warrant and forever defend the title to said real estate to said Grantee(s), his/her/their heirs, successors, and assigns against the lawful claims of all persons.

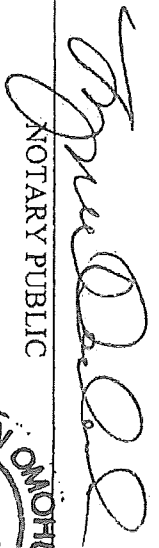
Witness my hand, this 17<sup>th</sup> day of October 2022.

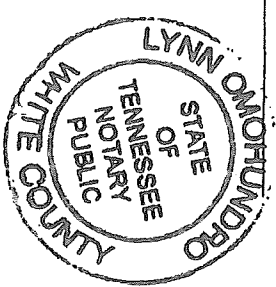
BY:   
RLA EQUITY GROUP, LLC  
By: RICHARD APPELGATE, Member

STATE OF TENNESSEE     )  
  )  
COUNTY OF DEKALB     )

Personally appeared before, the undersigned, a Notary Public, in and for said County and State, the within named RICHARD APPELGATE, with whom I am personally acquainted, acquainted or proved to me upon the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Member of Member of RLA EQUITY GROUP, LLC, and that acting in such capacity and authorized to do so, executed the foregoing instrument on behalf of the LLC for the purposes therein contained.

Witness my hand and official seal this 17<sup>th</sup> day of October, 2022.

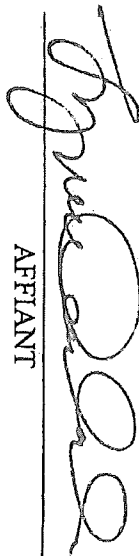
  
NOTARY PUBLIC



My Commission Expires: 3/19/24

STATE OF TENNESSEE )  
 )  
COUNTY OF WHITE )

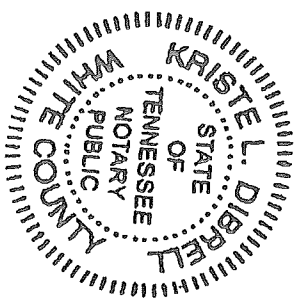
The actual consideration or value whichever is greater, for this transfer is \$84,900.00.

  
\_\_\_\_\_  
AFFIANT

Sworn to and subscribed before me,  
this 21<sup>st</sup> day of October 2022.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: 11/21/2023



Daniel Seber, Register  
Rec #: 141530      Default County      Instrument #: 206506  
Rec'd: 15.00      Recorded  
Stake: 314.13      10/24/2022 at 11:23 AM  
Clerk: 1.00      In Record Book  
Other: 2.00      537  
Total: 332.13      PGS 370-372

PREPARED BY LYNN OMOHUNDRU, ATTORNEY  
113 S. Young St., Sparta, TN 38583  
931-836-2226

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN (\$10.00) DOLLARS, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, **RLA EQUITY GROUP, LLC** has this day bargained and sold, and does hereby transfer and convey unto **STEPHEN M. SINE, and wife, PATRICIA E. SINE**, their heirs, successors, and assigns, certain real estate which is located in the Eighteenth (18<sup>th</sup>) Civil District of DeKalb County, Tennessee, described as follows:

**P/O MAP 16, PARCEL 44.00 and  
MAP 31, PARCELS 001.03 & 001.07**

Being Lot No. 26, Silver Point Shores Subdivision, a plat of which appears of record at Plat Book 1, Page 1665-1666, in the Register's Office for DeKalb County, Tennessee.

Subject to Declaration of Reservations, Covenants, and Restrictions, for Silver Point Shores Subdivision, which appear of record in Record Book 536, Page 815, and any restrictions on the plat which appears of record at Plat Book 1, Page 1665-1666, in the Register's Office for DeKalb County, Tennessee.

Being a portion of the property conveyed to RLA Equity Group, LLC, by Warranty Deed, from Christopher Kordes, and wife, Adriana Kordes, dated 12/23/2021 and recorded 12/27/2021 in Record Book 514, Page 179, in the Register's Office DeKalb County, Tennessee.

2022 taxes shall be paid by Grantor, and subsequent taxes shall be paid by Grantee(s).

SEND TAX NOTICES: Stephen M. Sine, and wife, Patricia E. Sine  
9544 Sanctuary Pl.  
Brentwood, TN 37027

Assessor of Property  
DeKalb County, Tenn.

This is to certify that I have copied the names of the vendor and vendees in said deed of conveyance for the purpose of making proper corrections on the roll of assessments.

MAP 0116 PARCEL 044.00 P10  
DATE 11-9-22  
TAX YEAR 2023  
Shannon A Cantrell ASSESSOR  
SHANNON A. CANTRELL

To have and to hold said real estate, with the appurtenances, estate, title and interest belonging to the said Grantee(s), his/her/their heirs, successors, and assigns forever. I covenant that the company is lawfully seized and possessed of said real estate in fee simple, has good right to convey it, and that the same is unencumbered.

I further covenant and bind the company, its successors and assigns, to warrant and forever defend the title to said real estate to said Grantee(s), his/her/their heirs, successors, and assigns against the lawful claims of all persons.

Witness my hand, this 8<sup>th</sup> day of November 2022.

BY: [Signature]  
RLA EQUITY GROUP, LLC  
By: RICHARD APPELEGATE, Member

STATE OF TENNESSEE )  
 )  
COUNTY OF DEKALB )

Personally appeared before, the undersigned, a Notary Public, in and for said County and State, the within named RICHARD APPELEGATE, with whom I am personally acquainted, acquainted or proved to me upon the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Member of Member of RLA EQUITY GROUP, LLC, and that acting in such capacity and authorized to do so, executed the foregoing instrument on behalf of the LLC for the purposes therein contained.

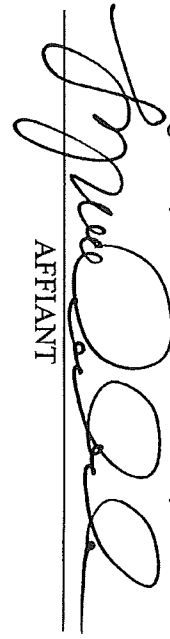
Witness my hand and official seal this 8<sup>th</sup> day of November 2022.

[Signature]  
NOTARY PUBLIC  
My Commission Expires: 3/19/24

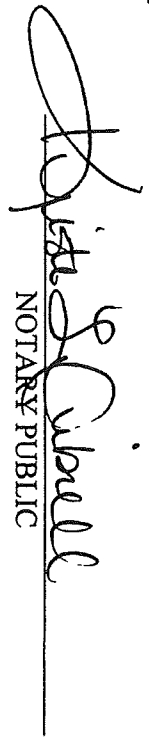


STATE OF TENNESSEE )  
 )  
COUNTY OF WHITE )

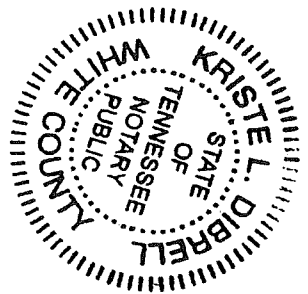
The actual consideration or value whichever is greater, for this transfer is \$185,000.00

  
AFFIANT

Sworn to and subscribed before me,  
this 8th day of November, 2022.

  
NOTARY PUBLIC

My Commission Expires: 11/24/2023



Daniel Seber, Registrar  
DeKalb County  
Rec #: 141718 Instrument #: 206789  
Rec'd: 15.00 11/10/2022 at 8:49 AM  
State: 684.50 Recorded  
Clerk: 1.00 in Record Book  
Other: 2.00  
Total: 702.50  
538  
PGS 525-527

PREPARED BY LYNN OMOHUNDRO, ATTORNEY  
113 S. Young St., Sparta, TN 38583  
931-836-2226

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN (\$10.00) DOLLARS, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, RLA EQUITY GROUP, LLC has this day bargained and sold, and does hereby transfer and convey unto KEVIN STOCKLIN, his heirs, successors, and assigns, certain real estate which is located in the Eighteenth (18<sup>th</sup>) Civil District of DeKalb County, Tennessee, described as follows:

P/O MAP 16, PARCEL 44.00 and  
MAP 31, PARCELS 001.03 & 001.07

Being Lot No. 29, Silver Point Shores Subdivision, a plat of which appears of record at Plat Book 1, Page 1665-1666, , in the Register's Office for DeKalb County, Tennessee.

Subject to Declaration of Reservations, Covenants, and Restrictions, for Silver Point Shores Subdivision, which appear of record in Record Book 536, Page 815, and any restrictions on the plat which appears of record at Plat Book 1, Page 1665-1666, in the Register's Office for DeKalb County, Tennessee.

Being a portion of the property conveyed to RLA Equity Group, LLC, by Warranty Deed, from Christopher Kordes, and wife, Adriana Kordes, dated 12/23/2021 and recorded 12/27/2021 in Record Book 514, Page 179, in the Register's Office DeKalb County, Tennessee.

2022 taxes shall be paid by Grantor, and subsequent taxes shall be paid by Grantee(s).

SEND TAX NOTICES: Kevin Stocklin  
9452 Highwood Hill Rd.  
Brentwood, TN 37027

Assessor of Property  
DeKalb County, Tenn.  
This is to certify that I have copied the names  
of the Vendor and vendees in said deed of  
conveyance for the purpose of making proper  
corrections on the roll of assessments.  
DATE 11-2-22  
TAX YEAR 2023  
PARCEL 044.00 P10  
SHANNON A. CANTRELL ASSESSOR  
031-00103 P10

To have and to hold said real estate, with the appurtenances, estate, title and interest belonging to the said Grantee(s), his/her/their heirs, successors, and assigns forever. I covenant that the company is lawfully seized and possessed of said real estate in fee simple, has good right to convey it, and that the same is unencumbered.

I further covenant and bind the company, its successors and assigns, to warrant and forever defend the title to said real estate to said Grantee(s), his/her/their heirs, successors, and assigns against the lawful claims of all persons.

Witness my hand, this 31<sup>st</sup> day of October 2022.

BY:   
RLA EQUITY GROUP, LLC  
By: RICHARD APPELGATE, Member

STATE OF TENNESSEE )  
                                  )  
COUNTY OF DEKALB   )

Personally appeared before, the undersigned, a Notary Public, in and for said County and State, the within named RICHARD APPELGATE, with whom I am personally acquainted, acquainted or proved to me upon the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Member of Member of RLA EQUITY GROUP, LLC, and that acting in such capacity and authorized to do so, executed the foregoing instrument on behalf of the LLC for the purposes therein contained.

Witness my hand and official seal this 31<sup>st</sup> day of October 2022.

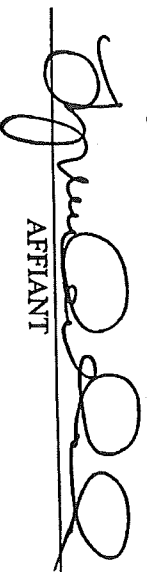
  
NOTARY PUBLIC

My Commission Expires: 3/12/24



STATE OF TENNESSEE )  
 )  
COUNTY OF WHITE )

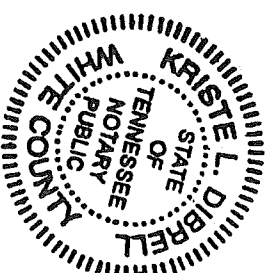
The actual consideration or value whichever is greater, for this transfer is \$229,900.00

  
AFFIANT

Sworn to and subscribed before me,  
this 31 day of October, 2022.

  
NOTARY PUBLIC

My Commission Expires: 11/22/2023



Daniel Sebarr, Registrar  
DeKalb County  
Rec #: 141634      Instrument #: 206670  
Rec'd: 15.00      Recorded  
State: 850.63      11/2/2022 at 11:20 AM  
Clark: 1.00      In Record Book  
Other: 2.00      538  
Total: 868.63      PGS 40-42

PREPARED BY LYNN OMOHUNDRO, ATTORNEY  
113 S. Young St., Sparta, TN 38583  
931-836-2226

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN (\$10.00) DOLLARS, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, RLA EQUITY GROUP, LLC has this day bargained and sold, and does hereby transfer and convey unto HENRY B. WELCH, and wife, ERIN M. WELCH, their heirs, successors, and assigns, certain real estate which is located in the Eighteenth (18<sup>th</sup>) Civil District of DeKalb County, Tennessee, described as follows:

P/O MAP 16, PARCEL 44.00 and  
MAP 31, PARCELS 001.03 & 001.07

Being Lot No. 16, Silver Point Shores Subdivision, a plat of which appears of record at Plat Book 1, Page 1665-1666, in the Register's Office for DeKalb County, Tennessee.

Subject to Declaration of Reservations, Covenants, and Restrictions, for Silver Point Shores Subdivision, which appear of record in Record Book 536, Page 815, and any restrictions on the plat which appears of record at Plat Book 1, Page 1665-1666, in the Register's Office for DeKalb County, Tennessee.

Being a portion of the property conveyed to RLA Equity Group, LLC, by Warranty Deed, from Christopher Kordes, and wife, Adriana Kordes, dated 12/23/2021 and recorded 12/27/2021 in Record Book 514, Page 179, in the Register's Office DeKalb County, Tennessee.

2022 taxes shall be paid by Grantor, and subsequent taxes shall be paid by GRANTEE(S).

SEND TAX NOTICES: Henry B. Welch, and wife, Erin M. Welch  
501 Stephans St.  
Spring Hill, TN 37174

**Assessor of Property**

DeKalb County, Tenn.  
This is to certify that I have copied the names of the vendor and vendee in said deed of conveyance for the purpose of making proper corrections on the roll of assessments.

MAP DLV PARCEL 44.00 P/O

DATE 11-3-22

TAX YEAR 2022

~~SHANNON A. CANTRELL~~  
SHANNON A. CANTRELL  
ASSESSOR

To have and to hold said real estate, with the appurtenances, estate, title and interest belonging to the said Grantee(s), his/her/their heirs, successors, and assigns forever. I covenant that the company is lawfully seized and possessed of said real estate in fee simple, has good right to convey it, and that the same is unencumbered.

I further covenant and bind the company, its successors and assigns, to warrant and forever defend the title to said real estate to said Grantee(s), his/her/their heirs, successors, and assigns against the lawful claims of all persons.

Witness my hand, this 3rd day of November 2022.

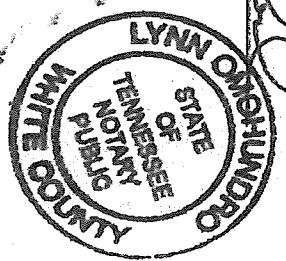
BY: [Signature]  
RLA EQUITY GROUP, LLC  
By: RICHARD APPELEGATE, Member

STATE OF TENNESSEE )  
                                  )  
COUNTY OF DEKALB   )

Personally appeared before, the undersigned, a Notary Public, in and for said County and State, the within named RICHARD APPELEGATE, with whom I am personally acquainted, acquainted or proved to me upon the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Member of Member of RLA EQUITY GROUP, LLC, and that acting in such capacity and authorized to do so, executed the foregoing instrument on behalf of the LLC for the purposes therein contained.

Witness my hand and official seal this 3rd day of November 2022.

[Signature]  
NOTARY PUBLIC



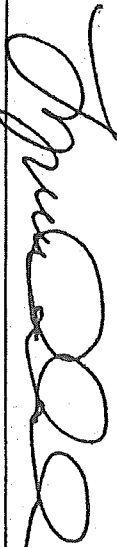
My Commission Expires: 3/19/24

STATE OF TENNESSEE )  
 )  
COUNTY OF WHITE )

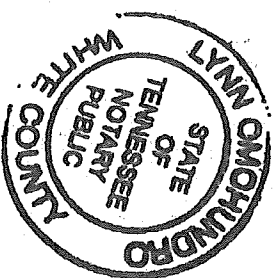
The actual consideration or value whichever is greater, for this transfer is \$87,500.00

  
AFFIANT

Sworn to and subscribed before me,  
this 8<sup>th</sup> day of November, 2022.

  
NOTARY PUBLIC

My Commission Expires: 3/19/24



Daniel Seber, Registrar  
DeKalb County  
Rec #: 141647      Instrument #: 200694  
Rec'd: 15.00      Recorded  
Stamp: 923.75      11/3/2022 at 1:09 PM  
Client: 1.00      in Record Book  
Other: 2.00      538  
Total: 341.75

# EXHIBIT 6

**REPORT OF MEETING  
DEKALB COUNTY REGIONAL PLANNING COMMISSION  
JULY 14, 2025**

**MEMBERS PRESENT**

Rick Cantrell  
Greg Matthews  
Andy Pack  
Jeff Barnes  
Jack Barton  
Danny Pirtle  
Alan Webb

**MEMBERS ABSENT**

Harold Bain  
Beth Pafford

**STAFF PRESENT**

Tommy Lee, UCDD Staff Planner

**OTHERS PRESENT**

Hilton Conger, County Attorney  
Matt Adcock, County Mayor  
Donny Green, Fire Chief  
Danny Hale, Road Superintendent  
Dwayne Page, WILE  
Bo Hoskins, TDOT  
Brandon Pyles  
Steve Cantrell  
Daniel Seber, Register of Deeds  
Renee Runze  
Lora Webb  
James Lafever  
Matt Sliger  
Johnny Stroud  
Greg Dugdale  
Doug Hodge (via phone)

**ITEM 1: CALL TO ORDER**

Upon determining a quorum was present, a called meeting of the DeKalb County Regional Planning Commission (PC) was called to order by Chairman Rick Cantrell at 6:00 P M on Monday July 14, 2025 at the DeKalb County Courthouse.

**ITEM 2: APPROVAL OF JUNE 9, 2025 MINUTES**

After the meeting was called to order, Chairman Cantrell asked for approval of the June 9, 2025 minutes. Danny Pirtle made a motion that the minutes be approved as submitted. Jack Barton seconded passed with a vote of all ayes.

**ITEM 3: CONSIDERATION OF PRELIMINARY SUBDIVISION PLAT FOR PROPERTY LOCATED ON ALLEN FERRY ROAD (DUGDALE DIVISION)**

Greg Dugdale presented a preliminary subdivision plat for the purpose of subdividing 9.94 acres into seven (7) proposed new lots for property located on Allen Ferry Road. The proposed new lots would vary in size from 1.01 acres to 1.85 acres and all of the proposed new lots are currently vacant with the exception of Lot 3 which has an existing residential structure. The proposed new lot would be served by an existing eight (8) inch water line, a proposed fire hydrant and would comply with all DeKalb County Subdivision Regulations. Fire Chief Donny Green stated that Lot 1 is not within 1,000 feet of a fire hydrant. Dugdale stated that he believed that all of the lots were within 1,000 feet of a hydrant but that he would meet with Green before the final plat is to be considered to guarantee that all lots are within 1,000 feet of a fire hydrant. Dugdale also stated that he would also consult with TDOT regarding access from Allen's Ferry Road After discussion, Danny Pirtle made a motion to approve the submitted preliminary plat with the condition that the fire protection discrepancy be resolved before final approval. Greg Matthews seconded and the motion passed with a vote of all ayes.

**ITEM 4: CONSIDERATION OF FINAL SUBDIVISION PLAT FOR PROPERTY LOCATED ON GOFF RIDGE ROAD AND AUSTIN BOTTOM ROAD (LAFEVER DIVISION)**

James Lavever submitted a final subdivision plat for the purpose of subdividing 11.51 acres into fourteen (14) proposed new lots for property located on Goff Ridge Road and Austin Bottom Road. The proposed new lots would vary in size from 0.72 acres to 1.10 acres and all of the proposed new lots are currently vacant. The proposed new lot would be served by an existing six (6) inch water line, a proposed fire hydrant and would comply with all DeKalb County Subdivision Regulations. This plat was granted preliminary approval at the April 14, 2025 PC meeting. After discussion, Greg Matthews made a motion to approve the submitted final plat. Jeff Barnes seconded and the motion passed with a vote of all ayes.

**ITEM 5: STAFF REPORT**

Staff Planner presented a report for three (3) subdivision plats that had been administratively approved since the last planning commission meeting. The administratively approved subdivision plats are as follows:

**Lawrence Combination—Final**

Hugh Lawrence submitted a final combination plat for the purpose of combining four (4) existing lots into two (2) proposed new lots for property located on Briarwood Court. After the combination, Lot 1 (shown as Lot 14) would consist of 0.75 acres and an existing residential structure. Lot 2 (shown as Lot 16) would consist of 1.18 acres and an existing residential structure. The proposed new lots would be served by an existing six (6) inch water line and would comply with all other DeKalb County Subdivision Regulations.

**Cook Adjustment—Final**

Wayne Cook submitted a final lot line adjustment plat for the purpose of adjusting the common boundary line of two (2) existing parcels located on January Court. After the adjustment, Lot 1 (shown as Lot 499) would consist of 0.850 acres, an existing residential structure and two (2) existing accessory structures. Lot 2 (shown as Lot 500) would consist of 0.572 acres and an existing residential structure. The proposed new lot would be served by an existing three (3) inch water line and would comply with all other DeKalb County Subdivision Regulations.

**Shirey Adjustment—Final**

Robert Shirey submitted a final lot line adjustment plat for the purpose of adjusting the common boundary line of two (2) existing parcels located on Stonecrest Lane and Cedar Ridge Lane. After the adjustment, Lot 1 (shown as Lot 32) would consist of 1.017 acres, an existing residential structure and an existing accessory structure. Lot 2 (shown as Lot 43) would consist of 2.617 acres and is currently vacant. The proposed new lot would be served by an existing six (6) inch water line and would comply with all other DeKalb County Subdivision Regulations.

**ITEM 6: PUBLIC HEARING AND CONSIDERATION OF REQUIRING A TDOT APPROVAL FOR DIVISIONS LOCATED ON STATE ROUTES.**

At the May 12, 2025 meeting, Seth Clinard of the Tennessee Department of Transportation (TDOT) addressed the PC regarding divisions of property located on state routes. Clinard stated that currently, developers request driveway permits for newly created lots on state routes after final approval is granted by the PC. Clinard stated that it could be beneficial if the PC were to require developers to apply for TDOT driveway permits before final approval is granted. Greg Dugdale addressed Clinard and the PC and stated that he would request that TDOT issue a simplified guide for driveway permits. After discussion, Chairman Cantrell requested that public hearing be scheduled for the July 14, 2025 meeting to discuss requiring TDOT approval for driveway permits before final approval can be granted for plats having proposed lots located on state routes. At the July 14, 2025 meeting, Staff Planner presented the following amendment to the DeKalb County Subdivision Regulations to the members for consideration:

*The DeKalb County Planning Commission will require that proposed new lots, which will by necessity or intent require access thereto via a road maintained by the State of Tennessee, include a driveway permit letter as part of the submitted subdivision plat.*

Chairman Rick Cantrell closed the PC and opened a public hearing to receive comments regarding the aforementioned proposed amendment. There was no public comment and due to that fact, Chairman Cantrell reopened the PC meeting. TDDOT representative Bo Hoskins addressed the PC and stated that a letter issued by TDDOT would not grant a driveway permit, it would simply stated that a driveway would be permitted on the lot(s) depicted on the plat. After discussion, Jack Barton made a motion to approve the aforementioned amendment. Greg Matthews seconded and the motion passed with a vote of all ayes.

**ITEM 7: DISCUSSION REGARDING FIRE SUPPRESSION SYSTEM AT SILVER POINT SHORES.**

At the May 12, 2025 meeting, County Attorney Hilton Conger stated that he and Fire Chief Donny Green had a phone conversation with an engineer who is working with Matt Slinger on the Silver Point Shores fire suppression system. Conger stated that he asked the engineer if it was possible to draft plans and specifications, along with cost estimates, for a fire suppression system before the next scheduled PC meeting on June 9, 2025. Conger stated the engineer did believe that it would be possible to accomplish the completion of the plans and specs by the date. Green stated that he established the minimum requirements with the engineer. It was the consensus of the PC that the plans and specs for the fire suppression system and the cost estimate should be submitted at the June 9, 2025 meeting. At the June 9, 2025 meeting, Staff Planner stated that he informed Slinger about the request to present the plans, specs and cost estimate of the fire suppression to the PC for review. Slinger, nor his engineer was present at the PC meeting. The PC then discussed options of installing the fire suppression system and possibly installing a water line from Clemmons Ridge Road. After discussion, Attorney Conger stated that he would ask Slinger's engineer for the cost estimate of the fire suppression system. At the July 14, 2025 meeting, Matt Slinger and Doug Hodge (via phone) addressed the PC regarding the installation of the fire suppression system. Hodge stated that he had spoken with County Attorney Holton Conger regarding the feasibility of the fire suppression system. Hodge stated that the State of Tennessee does allow for fire protection with sprinkler systems which are required for all of the lots within the development per the covenants. Hodge stated that when using a sprinkler system with a well, that the system must have consistent water flow with an auxiliary power source. Hodge stated that he has had some successful experiences with this kind of system in Sevier County. Hodge then stated that the home owners would have to have a sprinkler system with or without the fire suppression system and that the suppression system would cost approximately \$200,000. Matt Slinger stated that he believes that a sprinkler system is better for fire protection than hydrants. Slinger also stated that he would be willing to install the fire suppression if the price was reasonable. Fire Chief Donny Green stated that the fire suppression system would help with fires that are outside of the residences. Fire Chief Green also stated that a fire suppression system and a sprinkler system have very different applications. Fire Chief Green has stated that sprinkler systems are not a component that the fire department uses to suppress fires. Slinger stated that one of the reasons for not installing the fire suppression system was that the specifications for the system was constantly changing. Fire Chief Green disputed that statement and read an email addressed to Staff Planner with Mayor Matt Adcock and Slinger copied which outlined the specifications for the fire suppression system that was dated before final approval of the subdivision plat was granted (10/7/2022). The email is as follows:

**Donny Green chief300@dtccom.net**

Fri, Oct 7, 2022, 2:46 PM

*to me, matt@southlandgrp.com, Matt*

*Good afternoon, Tommy!*

*I met with Matt Slinger, developer for the Siber Point Shores Development (Aunt Helen Rd., Siber Point, TN), on Friday, October 7, 2022. Mr. Slinger provided me with information pertaining to an onsite water supply system composed of two (2) wells, two (2) 10,000-gallon subsurface water storage tanks, and two (2) well pump systems to refill water storage tanks.*

*We discussed our operational procedures for accessing water supply from static water sources (suction supply points) and the importance of making sure all plumbing connection points are compatible and interoperable with our apparatus and equipment. Mr. Slinger further stated that all lots would be located within 1,000 feet of one of the wells/water supply tanks. He estimated the cost of this system at \$30,000.*

*Based on the onsite water storage tank capacity of 20,000 gallons, along with the pump system's ability to refill tanks from the wells, I believe this proposed system will supply the minimum needed fire flow to supply 250 gallons per minute for two consecutive hours. My only reservation about this system is water availability of the onsite wells in the event of a severe drought, or periods when electrical outages could occur. The power outage concern could be mitigated by providing onsite backup power, such as a generator.*

*In my opinion, Mr. Slinger's onsite water supply design system, when fully functional, meets or exceeds the needed fire flows of fire hydrants, which often provide less than adequate water flow rates, that could be installed in this area.*

*If I can be of any further assistance in this matter, please do not hesitate to contact me.*

*Thanks,  
Donny Green, Chief  
DeKalb County Fire Department  
(615) 464-7176*

Discussion continued after the email was read about possible solutions with regards to the fire suppression system. After discussion, no action was taken.

#### **ITEM 8: DISCUSSION REGARDING PLANNING COMMISSION JURISDICTION**

At the May 12, 2025 meeting, several members stated that during a training with County Technical Advisory Services (CTAS) consultant Sam Edwards, it was determined that tracts larger than five (5) acres not located on public roads are subject to the jurisdiction of the PC. Members also stated that Edwards stated that the PC could not grant variances or require developers to improve existing infrastructure that did not directly impact the proposed development. Staff Planner stated that he would contact Edwards and present his findings at the June 9, 2025 PC meeting. At the June 9, 2025 meeting, Staff Planner stated that he had confirmed the following with Edwards: the PC does have jurisdiction of tracts larger than five (5) acres if they are not located on a public road, any regulations requiring developers to upgrade existing infrastructure must be removed and the PC can grant variances on submitted plats but not on existing lots. Staff Planner stated that Edwards encouraged the PC to determine the difference between a road and a driveway. After discussion, it was determined that Register of Deeds Daniel Seber should be invited to the July 14, 2025 meeting to participate in the discussion. At the July 14, 2025 meeting, discussion continued regarding the topic of jurisdiction. After discussion, Staff Planner stated that he would request that Register of Deeds Daniel Seber refer any plat that has an easement that has been created to the jurisdiction of the Planning Commission.

With no other business to discuss, Jeff Barnes made a motion to adjourn the meeting. Jack Barton seconded and the motion passed with a vote of all ayes. The next scheduled meeting for the DeKalb County Planning

Commission is August 11, 2025.

CTL

# EXHIBIT 7

**REPORT OF MEETING  
DEKALB COUNTY REGIONAL PLANNING COMMISSION  
AUGUST 11, 2025**

**MEMBERS PRESENT**

Beth Pafford  
Greg Matthews  
Andy Pack  
Jeff Barnes  
Jack Barton  
Danny Pirtle  
Alan Webb  
Harold Bain

**STAFF PRESENT**

Tommy Lee, UCDD Staff Planner

**OTHERS PRESENT**

Hilton Conger, County Attorney  
Matt Adecock, County Mayor  
Donny Green, Fire Chief  
Dwayne Page, WJLE  
Danny Hale, Road Superintendent  
Daniel Seber, Register of Deeds  
See Attached

**MEMBERS ABSENT**  
Rick Cantrell

**ITEM 1: CALL TO ORDER**

Upon determining a quorum was present, a called meeting of the DeKalb County Regional Planning Commission (PC) was called to order by Vice-Chairman Danny Pirtle at 6:00 P M on Monday August 11, 2025 at the DeKalb County Courthouse.

**ITEM 2: APPROVAL OF JULY 14, 2025 MINUTES**

After the meeting was called to order, Vice-Chairman Pirtle asked for approval of the July 14, 2025 minutes. Greg Matthews made a motion that the minutes be approved as submitted. Jack Barton seconded passed with a vote of all ayes.

**ITEM 3: CONSIDERATION OF PRELIMINARY SUBDIVISION PLAT FOR PROPERTY LOCATED ON 2ND STREET, PARKWAY DRIVE, ALLEN STREET AND SHADY DRIVE (MID STATE PROPERTIES, GP DIVISION)**

Brian Keith presented a preliminary subdivision plat on behalf of Mid State Properties, GP for the purpose of subdividing 12.02 acres into nine (9) proposed new lots for property located on 2nd Street, Parkway Drive, Allen Street and Shady Drive. The proposed new lots would vary in size from 0.75 acres to 2.71 acres and all of the proposed new lots are currently vacant. The proposed new lot would be served by an existing six (6) inch water line, a proposed six (6) inch water line, a proposed fire hydrant and would comply with all DeKalb County Subdivision Regulations. Due to the fact that the proposed division was more than five (5) lots, Staff Planner asked Fire Chief Donny Green if anyone representing the plat had consulted with him. Chief Green stated that no one representing that plat had contacted him. Road Superintendent Danny Hale stated that he had not measured all of the streets to ensure that all of them were at least nineteen (19) feet wide. After discussion, Beth Pafford made a motion to deny the submitted preliminary plat based on the fact that the developer had not consulted with Fire Chief Donny Green. Greg Matthews seconded and the motion passed with a vote of all ayes.

**ITEM 4: DISCUSSION REGARDING A PROPOSED DIVISION OF PROPERTY AT 391 AND 475 SPICE BUSH DRIVE (MYERS REQUEST)**

Robert and Leslie Myers addressed the PC regarding a proposed division of property at 391 and 475 Spice Bush Drive. Robert Myers stated that he owned approximately 8.69 acres with two (2) existing residential structures. R Myers stated that he would like to divided the property into an eight (8) acre parcel with one (1) existing residential structure and a 0.69-acre parcel with an existing residential structure. Staff Planner stated that Spice Bush Drive is a private road and thus the 0.69-acre parcel would not be in compliance with the subdivision regulation with regards to public road frontage. Robert Myers asked if the PC would consider approving the

proposed division if a plat were to be submitted? During discussion, no members opposed the proposed submission. However, Staff Planner stated that even though there was no opposition, that did not guarantee approval of a submitted plat. Robert Myers stated that he understood and the discussion ended.

#### **ITEM 5: STAFF REPORT**

Staff Planner presented a report for three (3) subdivision plats that had been administratively approved since the last planning commission meeting. The administratively approved subdivision plats are as follows:

##### **Bandy Division—Final**

Latosha Bandy submitted a final subdivision plat for the purpose of creating one (1) proposed new lot from property larger than five (5) acres located on Midway Road. The proposed new lot would consist of 1.066 acres and is currently vacant. The proposed new lot is served by an existing sixteen (16) inch water line and would comply with all DeKalb County Subdivision Regulations.

##### **Cumberland LM Partners LLC Division—Final**

Cumberland LM Partners LLC submitted a final subdivision plat for the purpose of creating one (1) proposed new lot from property larger than five (5) acres located on Goff Ridge Road. The proposed new lot would consist of 3.18 acres and an existing residential structure. The proposed new lot is served by an existing six (6) inch water line and would comply with all DeKalb County Subdivision Regulations.

##### **Knowles Division—Final**

Randel Knowles submitted a final subdivision plat for the purpose of subdividing 2.27 acres into two (2) proposed new lots for property located on New Home Road. Lot 1 would consist of 1.01 acres and an existing residential structure. Lot 2 would consist of 1.26 acres, an existing residential structure and an existing accessory structure. The proposed new lot is served by an existing four (4) inch water line and would comply with all DeKalb County Subdivision Regulations.

#### **ITEM 6: DISCUSSION REGARDING PLANNING COMMISSION JURISDICTION**

At the May 12, 2025 meeting, several members stated that during a training with County Technical Advisory Services (CTAS) consultant Sam Edwards, it was determined that tracts larger than five (5) acres not located on public roads are subject to the jurisdiction of the PC. Members also stated that Edwards stated that the PC could not grant variances or require developers to improve existing infrastructure that did not directly impact the proposed development. Staff Planner stated that he would contact Edwards and present his findings at the June 9, 2025 PC meeting. At the June 9, 2025 meeting, Staff Planner stated that he had confirmed the following with Edwards: the PC does have jurisdiction of tracts larger than five (5) acres if they are not located on a public road, any regulations requiring developers to upgrade existing infrastructure must be removed and the PC can grant variances on submitted plats but not on existing lots. Staff Planner stated that Edwards encouraged the PC to determine the difference between a road and a driveway. After discussion, it was determined that Register of Deeds Daniel Seber should be invited to the July 14, 2025 meeting to participate in the discussion. At the July 14, 2025 meeting, discussion continued regarding the topic of jurisdiction. After discussion, Staff Planner stated that he would request that Register of Deeds Daniel Seber refer any plat that has an easement that has been created to the jurisdiction of the Planning Commission. At the August 11, 2025 meeting, Vice-Chairman Danny Pirtle reopened discussion regarding the requirement of developers to upgrade existing infrastructure. Staff Planner stated that it was the recommendation of CTAS consultant Sam Edwards to remove any language from the subdivision regulations that required developers to upgrade existing infrastructure. Staff Planner stated that one provision that should be amended is the section that establishes the requirements for developments that have five (5) or more proposed new lots. Staff Planner stated that he would present an amendment at the September 8, 2025 meeting and would recommend that a public hearing be scheduled at the November 10, 2025 meeting. Vice-Chairman Pirtle agreed and requested that Staff Planner schedule a public hearing for the November 10, 2025

meeting.

**ITEM 7: DISCUSSION REGARDING FIRE SUPPRESSION SYSTEM AT SILVER POINT SHORES.**

At the May 12, 2025 meeting, County Attorney Hilton Conger stated that he and Fire Chief Donny Green had a phone conversation with an engineer who is working with Matt Sliger on the Silver Point Shores fire suppression system. Conger stated that he asked the engineer if it was possible to draft plans and specifications, along with cost estimates, for a fire suppression system before the next scheduled PC meeting on June 9, 2025. Conger stated the engineer did believe that it would be possible to accomplish the completion of the plans and specs by the date. Green stated that he established the minimum requirements with the engineer. It was the consensus of the PC that the plans and specs for the fire suppression system and the cost estimate should be submitted at the June 9, 2025 meeting. At the June 9, 2025 meeting, Staff Planner stated that he informed Sliger about the request to present the plans, specs and cost estimate of the fire suppression to the PC for review. Sliger, nor his engineer was present at the PC meeting. The PC then discussed options of installing the fire suppression system and possibly installing a water line from Clemmons Ridge Road. After discussion, Attorney Conger stated that he would ask Sliger's engineer for the cost estimate of the fire suppression system. At the July 14, 2025 meeting, Matt Sliger and Doug Hodge (via phone) addressed the PC regarding the installation of the fire suppression system. Hodge stated that he had spoken with County Attorney Holton Conger regarding the feasibility of the fire suppression system. Hodge stated that the State of Tennessee does allow for fire protection with sprinkler systems which are required for all of the lots within the development per the covenants. Hodge stated that when using a sprinkler system with a well, that the system must have consistent water flow with an auxiliary power source. Hodge stated that he has had some successful experiences with this kind of system in Sevier County. Hodge then stated that the home owners would have to have a sprinkler system with or without the fire suppression system and that the suppression system would cost approximately \$200,000. Matt Sliger stated that he believes that a sprinkler system is better for fire protection than hydrants. Sliger also stated that he would be willing to install the fire suppression if the price was reasonable. Fire Chief Donny Green stated that the fire suppression system would help with fires that are outside of the residences. Fire Chief Green also stated that a fire suppression system and a sprinkler system have very different applications. Fire Chief Green has stated that sprinkler systems are not a component that the fire department uses to suppress fires. Sliger stated that one of the reasons for not installing the fire suppression system was that the specifications for the system was constantly changing. Fire Chief Green disputed that statement and read an email addressed to Staff Planner with Mayor Matt Adcock and Sliger copied which outlined the specifications for the fire suppression system that was dated before final approval of the subdivision plat was granted (10/7/2022). The email is as follows:

**Donny Green chief300@dtccom.net**

Fri, Oct 7, 2022, 2:46 PM  
to me, matt@southlandgrp.com, Matt

*Good afternoon, Tommy!*

*I met with Matt Sliger, developer for the Silver Point Shores Development (Aunt Helen Rd., Silver Point, TN), on Friday, October 7, 2022. Mr. Sliger provided me with information pertaining to an onsite water supply system composed of two (2) wells, two (2) 10,000-gallon subsurface water storage tanks, and two (2) well pump systems to refill water storage tanks.*

*We discussed our operational procedures for accessing water supply from static water sources (suction supply points) and the importance of making sure all plumbing connection points are compatible and interoperable with our apparatus and equipment. Mr. Sliger further stated that all lots would be located within 1,000 feet of one of the wells/water supply tanks. He estimated the cost of this system at \$30,000.*

*Based on the onsite water storage tank capacity of 20,000 gallons, along with the pump system's ability to refill tanks from the wells, I believe this proposed system will supply the minimum needed fire flow to supply 250 gallons per minute for two consecutive hours. My only reservation about this system is water availability of the onsite wells in the event of a severe drought, or periods when electrical outages could occur. The power outage concern could be mitigated by providing onsite backup power, such as a generator.*

*In my opinion, Mr. Sliger's onsite water supply design system, when fully functional, meets or exceeds the needed fire flows of fire hydrants, which often provide less than adequate water flow rates, that could be installed in this area.*

*If I can be of any further assistance in this matter, please do not hesitate to contact me.*

*Thanks,*

*Donny Green, Chief*

*DeKalb County Fire Department*

*(615) 464-7176*

Discussion continued after the email was read about possible solutions with regards to the fire suppression system. After discussion, no action was taken. At the August 11, 2025 meeting, several property owners from the Silver Point Shores development were in attendance and addressed the members of the PC. Renee Kunze asked the PC for information regarding the installation of the fire suppression system. Kunze also stated that the county roads leading to the development were substandard and requested that they be repaired. County Mayor Matt Adcock stated that he had spoken with Assistant District Attorney Greg Strong regarding the sale of the property before final planning commission approval. Mayor Adcock stated that due to the fact the development group for Silver Point Shores was located in Texas, the Federal Bureau of Investigation could also be notified. Kunze stated that all of the lots in the development had been sold and that Matt Sliger has not released the home owner's association to the property owners. Kevin Stocklin addressed the PC and asked questions about the property taxes that were being paid to the county. Mayor Adcock stated that all expenses incurred could be recovered in a civil lawsuit ruling. County Attorney Hilton Conger that citizens could appeal their tax rates to the equalization board. Kunze requested that the PC finalize a decision regarding the installation of the fire suppression system so that they could pursue litigation against the developer. Attorney Conger stated that if the PC voted to not install the fire suppression system they could transfer the \$45,000 surety to the home owner's association once it is established. After discussion, Jack Barton made a motion to not pursue the installation of the fire suppression system and to hold the \$45,000 surety in its current account until further notice. Harold Bain seconded and the motion passed with a vote with all ayes.

With no other business to discuss, Jeff Barnes made a motion to adjourn the meeting. Jack Barton seconded and the motion passed with a vote of all ayes. The next scheduled meeting for the DeKalb County Planning Commission is September 8, 2025.

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