

This Instrument Prepared By:  
Mark Jendrek, P.C.  
P.O. Box 549  
Knoxville, Tennessee 37901  
865-824-1900

**Notice of Conveyance  
Required. See Section 12.2**

**Transfer Payment Required at  
Conveyance. See Section 12.4**

**Grantee is a "Person Entitled to  
Redeem." See Section 8.2**

<b>BK/PG: 377/597-646</b>	
<b>18002860</b>	
50 PGS:AL-EASEMENT	
TERRY BATCH: 55535	12/28/2018 - 10:32 AM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	250.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	252.00
STATE OF TENNESSEE, SEQUATCHIE COUNTY	
<b>KENDRA BOYD</b>	
REGISTER OF DEEDS	

## DEED OF CONSERVATION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

**THIS DEED OF CONSERVATION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS** ("Easement") is made and effective as of the 28 day of December, 2018, by **Savage Point Properties, LLC**, a Georgia limited liability company ("Grantor"), in favor of **Foothills Land Conservancy**, a Tennessee non-profit corporation ("Grantee").

### WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of approximately Five Hundred Thirty-Four and 25/100 (534.25) acres of real property, more or less, located in Sequatchie County, Tennessee, which is more particularly described on **Exhibit A-1**, and shown on **Exhibit A-2**, both of which are attached hereto and incorporated by this reference ("Property"); and

WHEREAS, Grantor certifies that the Property possesses certain ecological, natural, scenic, open space, and wildlife habitat values, more specifically set forth below (collectively, "Conservation Values"), of great importance to Grantor, the citizens and residents of, and visitors to, Sequatchie County, Tennessee, and the people of, and visitors to, the State of Tennessee, including visitors to the Fall Creek Falls State Park, Sequatchie Valley, South Cumberland Recreation Area, Savage Gulf Class II Scientific Natural Area, and other parks and natural areas in and around Sequatchie County, Tennessee, and which further local, state, and national goals to conserve scenery, open space, wildlife, and wildlife habitat for the enjoyment of future generations; and

WHEREAS, the Property remains substantially undeveloped, is ecologically well-balanced, and includes a variety of mature trees, creeks, and streams, all of which provide habitat for a number of species of wildlife; therefore, preservation of the Property is desirable for conservation and ecological reasons as well as for aesthetic reasons; and

WHEREAS, the Property falls within The Nature Conservancy's freshwater priority conservation area known as Sequatchie River/Tennessee River above Gunter'sville; it is so listed because of the presence of rare species that need protection found in the watershed. These include two fish, three mussels, and three snails, some of which are federally threatened and endangered; and

WHEREAS, the Property's streams are recognized by the Tennessee State Wildlife Action Plan (SWAP) as low to medium priority upstream of critical aquatic habitat. The waters of the Property feed Little Brush Creek and Big Brush Creek which, in turn, feed the Sequatchie River, which is a critical habitat for the endangered Slabside Pearlymussel (*Pleuroaia dolabelliformis*). Clear-flowing streams from the protected property would help prevent any further degradation of downstream aquatic habitat; and

WHEREAS, the Tennessee SWAP recognizes the following priority forests on the Property: the South-Central Interior Mesophytic Forest found below the escarpment and the Southern Ridge and Valley/Cumberland Dry Calcareous Forest on the escarpment; and

WHEREAS, the Tennessee Forest Legacy Program deems the Property's forests as being among important private forestlands that are threatened by conversion to non-forest uses and in need of protection; and

WHEREAS, the Property is within the Tennessee Wildlife Resource Agency's South Cumberland Plateau Conservation Opportunity Area. Lands included in this designation have priority habitat for species of greatest conservation need and have opportunities to implement conservation actions such as easements; and

WHEREAS, the Tennessee SWAP 2015 categorizes almost all of the Property as medium to high priority habitat adjacent to karst habitats which are sensitive biological and geological areas needing large buffers to ensure their survival; and

WHEREAS, the U.S. Fish & Wildlife Service lists eleven federally managed species that could be positively impacted by preserving the Property through restricting development. These include three bats: Gray Bat (*Myotis grisescens*), Indiana Bat (*Myotis sodalis*), and Northern Long-eared Bat (*Myotis septentrionalis*); two mussels: Oyster Mussel (*Epiblasma capsaeformis*), Slabside Pearly Mussel (*Pleuroaia dolabelliformis*); three vascular plants: Large-flowered Skullcap (*Scutellaria montana*), Virginia Spiraea (*Spiraea virginiana*), and White Fringeless Orchid (*Platanthera integrilabia*); and three Neotropical migrating birds: Canada Warbler (*Cardellina*

*canadensis*), Prairie Warbler (*Dendroica discolor*), and Red-headed Woodpecker (*Melanerpes erythrocephalus*); and

WHEREAS, the Property proved quite diverse in vascular plants. One hundred and seventy-one species were found; these included forty-one canopy trees. Fauna species observed include fifteen birds, seven butterflies, one amphibian, and one mammal. The birds include seven Neotropical migrants which are protected and of conservation concern in steep decline; and

WHEREAS, the Golden Eagle (*Aquila chrysaetos*), which holds a threatened status in Tennessee, has been recorded twice on the Property so far in 2018 per Tennessee Wildlife Resource Agency; and

WHEREAS, the Open Space Institute mapped forest connectivity for priority habitats in the Southern Appalachians based on several variables such as disturbance, forest block size, Greatest Conservation Need species, and landscape corridors, among others. The Property's oak and mesophytic forests had between medium and high priority ranking; and

WHEREAS, the Property contains a rare habitat recognized by the Tennessee Forestry Association and the Tennessee Department of Environment and Conservation—the Cumberland Seepage Forest. The federal endangered White Fringeless Orchid (*Platanthera integrilabia*) prefers this habitat according the Tennessee SWAP; and

WHEREAS, the Property presents the public with awe-inspiring views of the Cumberland Escarpment ridge and rock bluffs. The highway in the Sequatchie Valley below is recognized by the state of Tennessee as a Scenic Byway and the Sequatchie Valley Scenic Byway Corridor Management Plan. In addition, Tennessee Highway 111, which abuts the Property as it ascends to the plateau, is among this plan's scenic sideways from the valley recommended to travelers for its scenery; and

WHEREAS, restrictions found in this easement Property will help to decrease the encroachment of housing development, which has seen dramatic increases in the Sequatchie Valley-Dunlap area, with a marked increase along Highway 111 on the plateau north and west of the Property; and

WHEREAS, the specific Conservation Values of the Property are further and more completely documented in an inventory of relevant features of the Property, which is on file at the offices of Grantee ("Baseline Documentation Report"), and which consists of reports, maps, photographs, and other documentation that, Grantor certifies, provide, collectively, an accurate representation of the Property at the time of this grant, and which is intended to serve as an objective, though non-exclusive, information baseline for monitoring compliance with the terms of this grant; and

WHEREAS, Grantor intends that the Conservation Values of the Property be preserved and maintained by prohibiting those land uses on the Property that impair, interfere, or are inconsistent with those Conservation Values; and

WHEREAS, Grantor further intends, as the owner of the Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity; and

WHEREAS, Grantee is a publicly supported, tax-exempt nonprofit organization and is a qualified organization pursuant to Sections 501(c)(3), 170(b)(1)(A)(vi) and 170(h), respectively, of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (“Internal Revenue Code”), whose primary purpose is to preserve land, water, air, wildlife, scenic qualities, and open space by implementing programs for, without limitation, protecting unique or rare natural areas, waterfront, stream corridors, and watersheds; and

WHEREAS, Grantee has a commitment to protect the Conservation Values of the Property and has the resources to enforce the restrictions set forth in this Easement; and

WHEREAS, preservation of the Property shall serve the following purposes (“Conservation Purposes”):

- (a) Preservation of open space (including farmland and forest land) for the scenic enjoyment of the general public, which will yield a significant public benefit;
- (b) Protection of a relatively natural habitat for fish, wildlife, plants, and the ecosystems in which they function; and
- (c) Preservation of open space (including farmland and forest land) pursuant to a clearly delineated government conservation policy which will yield a significant public benefit; and

WHEREAS, Grantor and Grantee desire to perpetually conserve the natural, scientific, educational, open space, and scenic resources of the Property to accomplish the Conservation Purposes; and

WHEREAS, Grantor intends to grant the conservation easement (“Conservation Easement”) and impose the restrictive covenants on the Property as set forth in this Easement to accomplish the Conservation Purposes;

NOW, THEREFORE, as an absolute charitable gift with no monetary consideration, but in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, the sufficiency of which is hereby acknowledged, and pursuant to the laws of Tennessee, and in particular the Tennessee

Conservation Easement Act of 1981, Tennessee Code Annotated Section 66-9-301 et seq., and the Tennessee Agricultural, Forestry and Open Space Land Act of 1976, Tennessee Code Annotated Section 67-5-1001 et seq., Grantor hereby voluntarily, unconditionally, and absolutely declares the restrictions set forth herein and grants and conveys to Grantee the Conservation Easement, in gross, in perpetuity, on, in, and over the Property, of the nature and character and to the extent hereinafter set forth, together with covenants running with the land, in perpetuity, to accomplish the Conservation Purposes. Grantee hereby accepts the grant of the Conservation Easement and agrees to hold the Conservation Easement exclusively for the Conservation Purposes set forth in this Easement, and to enforce the terms of the restrictive covenants set forth herein. The execution, delivery, and recordation of this Easement creates a property right vesting immediately in Grantee.

1. **Purpose.** It is the purpose of this Easement to assure that the Property will be retained forever in its current natural, scenic, and undeveloped condition and to prevent any use of the Property that will impair or interfere with the Conservation Values of the Property or the Conservation Purposes of this Easement, subject to the terms and provisions set forth herein. Grantor intends that this Easement will allow the use of the Property for such activities that are not inconsistent with the purposes of this Easement, including, without limitation, those involving permitted agricultural uses, forest management and protection, fire management and control, wildlife habitat improvement, and other permitted recreational uses that are not inconsistent with the purposes of this Easement.
2. **Rights of Grantee.** To accomplish the purposes of this Easement, the following rights are hereby conveyed to Grantee:
  - (a) To preserve and protect the Conservation Values of the Property and enforce the Conservation Purposes of this Easement;
  - (b) To enter on the Property at all reasonable times in order to monitor compliance with and otherwise enforce the terms of this Easement in accordance with the terms of this Easement; provided, however, that, except in cases where Grantee determines that immediate entry is required in order to prevent, terminate, or mitigate a violation of this Easement, or where entry is required to inspect the Property if a violation of the terms of this Easement is alleged or believed to have occurred, such entry shall be on prior reasonable notice to Grantor, and Grantee shall use reasonable efforts so as to not unreasonably interfere with Grantor's use and enjoyment of the Property;
  - (c) To prevent any activity on or use of the Property that is inconsistent with the Conservation Purposes of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to the remedies set forth herein,

which are non-exclusive, any other remedy at law or in equity being equally available to Grantee;

- (d) To use whatever technology or technological devices might be available from time to time to monitor and accomplish the purposes of this Easement, including, without limitation, still photography; audio and video recording and monitoring; aerial imaging, including, without limitation, still, audio, and video recording, archived and real-time, the use of drones; and any other aid in monitoring which may yet be invented, discovered, or made available, all of which are intended to be used for the purpose of assuring compliance by Grantor with the provisions of this Easement;
- (e) To require the implementation of varying management practices for different areas of the Property to the extent necessary or reasonable, in Grantee's sole discretion, for the preservation of the Conservation Values of the Property, and for the enforcement of the Conservation Purposes of this Easement; and
- (f) To engage consultants, agents, and other third parties to assist Grantee in carrying out the rights of Grantee provided in this Easement, including, without limitation, the right on the part of such consultants, agents, and other third parties to go on the Property as required or permitted by this Easement.

**3. Prohibited Uses.** Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

**3.1 Subdivision.** The Property may not be divided, partitioned, or subdivided. The terms "Subdivided" and "Subdivision" shall include a long-term lease or other use of the Property that creates the characteristics of a subdivision of the Property as determined in the sole discretion of Grantee;

**3.2 Commercial Development.** Any commercial or industrial use or development of the Property or on the Property;

**3.3 Topography.** The filling, excavating, dredging, surface mining, deep mining, drilling, or any removal of topsoil, sand, gravel, shale, rock, peat, minerals, or other materials, on or from the Property. To the extent Grantor owns the mineral rights with respect to the Property, also prohibited is the exploration for, or development and extraction of, minerals and hydrocarbons by any method whatsoever including, without limitation, mining or extraction from a site or location off the Property. With the prior express written consent of Grantee, minimal filling, excavating, and dredging shall be permitted as may be necessary for

creekfront and waterfront stabilization, wildlife habitat rehabilitation, grading and/or rerouting roads and travelways to the extent doing so enhances and/or further protects the Conservation Values of the Property, and rehabilitation and pond maintenance as may be provided in **Section 4** of this Easement. No surface mining of any kind shall be permitted; all surface mining is strictly prohibited;

- 3.4 Dumping; Underground Tanks.** The storage or dumping of trash, garbage, or other unsightly or offensive material, hazardous substance, or toxic waste, or any placement of above ground or underground storage tanks in, on, or under the Property, other than water tanks used for the purpose of establishing a water reserve for fire-fighting purposes, which is subject to review and approval of Grantee pursuant to the provisions of this Easement, so long as the area disturbed for such permitted placement is revegetated and restored to its natural condition promptly after completion of the work. There shall be no changing of the topography through the disposal of soil, spoil, or other substance or material such as landfill or dredging spoils, nor shall activities that could cause erosion or siltation on the Property be conducted on the Property or on any adjacent property, if owned by Grantor;
- 3.5 Construction.** The placement or construction of any buildings, structures, communication towers, or antennae, and related facilities, or other improvements of any kind, other than as may be described in **Section 4** of this Easement;
- 3.6 Access.** Access by the public at large, except with the express permission of Grantor or pursuant to a written agreement with an agency of the State of Tennessee (approved by Grantee) so long as (a) the provisions of such agreement do not compromise, in Grantee's sole discretion, the Conservation Values of the Property or the Conservation Purposes of this Easement, and (b) any such agreement is approved, in advance, by Grantee pursuant to the provisions of this Easement;
- 3.7 Hunting.** Hunting on or from the Property, except by permission of Grantor. This may in no way be interpreted to support any activity resembling a commercial hunting preserve;
- 3.8 Motorized Vehicle Use.** No All Terrain Vehicles or similar self-powered vehicles are allowed on the Property except as used by Grantor and/or Grantee, and then only for the purpose of maintaining and monitoring the Property;
- 3.9 Signs.** The placement of any commercial signs or billboards on the Property except those small, relatively unobtrusive signs, the placement,

number, and design of which do not diminish the scenic character of the Property, may be displayed to state the name and address of the Property and the names of persons living on the Property, to advertise the Property for sale or rent, to post the Property to control unauthorized entry, to provide notice that the Property is protected property, to identify Grantee as the holder of an interest in the Property, to identify a significant distinction of the Property, such as a Century Farm or National Register of Historic Places, or as may be required by the pre-existing uses of the Property;

- 3.10 Introduced Species.** The intentional introduction of any exotic or invasive plant or animal species on the Property;
- 3.11 Surface Water; Ground Water.** The pollution, contamination, or alteration of surface water, natural water courses, lakes, ponds, marshes, ground or subsurface water, or any water on or near the Property, except such alteration as may be described in **Section 4** of this Easement, or as may be legally permitted for irrigation or for use in ponds. No ground or surface water from the Property shall be removed, collected, impounded, stored, transported, diverted, or otherwise used for any purpose or use outside the boundaries of the Property without the prior express written consent of Grantee, which consent may be granted or withheld in Grantee's sole discretion;
- 3.12 Timber.** The cutting of any trees other than pursuant to a forest management plan approved by Grantee, and in accordance with both the Grantee Guidelines (as defined below) and the BMPs (as defined below), all as more particularly described in **Section 4** of this Easement; provided, however, the cutting down or removal of dead, diseased, or storm-damaged trees that may pose a threat to life or property on the Property, trees to be removed for wildfire control purposes as determined by the Tennessee Division of Forestry, or that may be required in order to maintain views, or for use by Grantor as personal firewood, shall be permitted; provided further, however, the provisions of this **Section 3.12** shall not be used or allowed for the purpose of avoiding compliance with the Forest Management provisions set forth in **Section 4** of this Easement. The allowances in this **Section 3.12** are intended to be minimal in scope;
- 3.13 Management Areas.** While the entire Property is subject to management for the preservation of the Conservation Values of the Property, because of varying conditions of the Property, there are variations of management techniques for different areas of the Property. There shall be no timber cutting, timber harvesting, clearing or removal of vegetation, clearing or removal of leaf litter or other natural detritus, or any other activity that may have an adverse impact on the Conservation Values of the Property or the



Conservation Purposes of this Easement in any area identified and designated by Grantee, either at the time of the conveyance of this Easement, or any time in the future, as a "Management Area B." Such areas include, but are not limited to, areas with significant Conservation Values with respect to relatively natural habitat for fish, wildlife, or plants or similar ecosystems and include, with or without specific designation by Grantee, any area within 100 feet, or such other distance as may be required by (a) the Grantee Guidelines or (b) the specific terrain, of any cave, cave opening, or cave entrance; wetlands; any area evidencing aquatic or wetland-based plant species; creeks; streams; and blue-line streams; provided, however, in the event Grantee makes a written determination that certain forest management or other activities within a Management Area B would enhance the Conservation Values of the Property or would further protect the Conservation Purposes of this Easement, subject to any and all Grantee requirements, such forest management or other activities, as outlined in writing by Grantee, may be permitted within a Management Area B; provided further, however, any use of the Property that is actually taking place within a Management Area B as of the date of this Easement and is (i) disclosed to Grantee by Grantor, or (ii) known by Grantee prior to the date of this Easement ("Prior Use"), shall be permitted to continue so long as such Prior Use is not changed, altered, modified, expanded, or in any other way varied so as to have an adverse impact on the Conservation Values of the Property or the Conservation Purposes of this Easement;

**3.14 Density.** No portion of the Property may be used to satisfy land area requirements for other property not subject to this Conservation Easement for purposes of calculating building density, lot coverage, or open space pursuant to otherwise applicable federal, state, and local laws, rules, regulations, ordinances, or requirements controlling land use (collectively, "Land Use Laws"). No development rights that have been encumbered or extinguished by the Easement may be transferred or applied to any other property; and

**3.15 Any Use Inconsistent with Purpose.** The parties recognize that this Easement cannot address every circumstance that may arise. The parties agree on the Conservation Values of the Property and the Conservation Purposes of this Easement, and further agree that those Conservation Values and the Conservation Purposes of this Easement are paramount to any other use of the Property. The Property will be retained forever in its natural, scenic, and undeveloped condition, and will be used in a manner so as to prevent any use of the Property that will impair or interfere with the Conservation Values of the Property, its wildlife habitat, and/or natural resources. Any use or activity which is inconsistent with, or threatens, the Conservation Values of the Property or the Conservation Purposes of this Easement is prohibited.

All activity on the Property shall be conducted so as to avoid the occurrence of soil erosion and sedimentation of streams or other water courses. Without limitation of the foregoing, Grantor and Grantee shall, in identifying practices that will prevent soil erosion and sedimentation, refer to the soil conservation practices as then established or recommended by the Natural Resources Conservation Service of the United States Department of Agriculture or any successor governmental office or organization performing the same function within the United States government, as approved in advance by Grantee.

4. **Reserved Rights.** Grantor reserves to itself and to its successors and assigns, all rights accruing from Grantor's ownership of the Property, including the right to engage in, or permit or invite others to engage in, all uses of the Property that are not prohibited by this Easement and that are not inconsistent with the Conservation Values of the Property or the Conservation Purposes of this Easement. Specifically subject to all other provisions of this Easement, the following rights are reserved (collectively, "Reserved Rights"):

4.1 **Reside.** The right to reside on the Property in perpetuity within the areas described in this **Section 4**;

4.2 **Convey and Pledge.** The right to sell, donate, mortgage, pledge, lease, bequeath, or otherwise convey the Property, provided such conveyance is subject to the terms of this Conservation Easement, written notice is provided to Grantee, and the Transfer Payment (as defined below) is paid to Grantee, all in accordance with the provisions of **Section 12** of this Easement. Any such sale or other conveyance shall have no effect on the application of the provisions of this Easement, which provisions shall remain in full force and effect;

4.3 **Public Park.** The right to designate the Property, or specific portions thereof, as a public nature park or refuge for low impact activities such as hiking and nature study subject to the prior, written approval of Grantee, and further subject to a written agreement with an agency of the State of Tennessee (approved by Grantee), so long as the provisions of such agreement do not compromise the Conservation Values of the Property or the Conservation Purposes of this Easement as determined in the sole discretion of Grantee;

4.4 **Dwelling Structure.** The right to construct, remodel, renovate, or replace one (1) residential dwelling on the Property in each of the two (2) 2-acre home site areas (individually, "Homesite" and collectively, "Homesites"), the approximate location of which is shown on the attached **Exhibit B** and the coordinates for the centerpoint of which, and the legal description of which, are shown on the attached **Exhibit C**. The size, design, and construction of each such residential dwelling shall be subject to the

express, written consent of Grantee, and must not have an adverse impact on the Conservation Values of the Property or the Conservation Purposes of this Easement; provided that in no event shall such dwelling exceed 4,000 square feet of heated living area nor be greater than two (2) stories above ground in height, and further subject to the following:

- (a) There shall be no construction nor removal of any trees on the Property for the foregoing purposes until each of the following conditions is satisfied:
  - (i) The location and dimensions of any new road, travelway, or driveway to serve the Homesite shall be reviewed and must be approved by Grantee, there being a strong preference in favor of the use of roads, travelways, or driveways already existing on the Property. The location and dimension of each road, travelway, and/or driveway must not, in Grantee's sole discretion, result in any adverse impact on any of the Conservation Purposes of this Easement or the Conservation Values of the Property;
  - (ii) The location of any new road, travelway, or driveway and any new utility facilities shall be identified and surveyed by Grantor and such survey information shall be provided to Grantee in the form Grantee requires, at the sole expense of Grantor, prior to Grantee's review;
  - (iii) Grantee must approve, in writing, prior to any recordation and prior to the commencement of any work, all of Grantor's plans and concepts for the location and construction of any structure within any Homesite area as well as the location and nature of any road, travelway, driveway, easement, and utility facility;
  - (iv) Grantor, and not Grantee, shall bear all responsibility for obtaining permits, licenses, or other approvals of any state, county, or municipal government for the location and construction of the Homesite area, dwelling, utility facility, road, travelway, driveway, or other structure the location of which is to be reviewed by Grantee under this **Section 4**;
  - (v) The description of each utility easement area and any new road, travelway, or driveway, as reviewed and as approved by Grantee, shall be re-surveyed following completion, and a set of "as built" drawings will be furnished to Grantee and shall

be added to the monitoring reports and kept with the Baseline Document Report for this Easement; and

- (vi) All of Grantee's expenses incurred in the review, approval, and oversight of the Reserved Rights in this **Section 4**, as well as the costs and expenses thereof, shall be paid, in full, by Grantor prior to undertaking any construction, including clearing of the areas. Grantee may require a deposit of its estimated expenses before reviewing any surveys or other submissions by Grantor and/or prior to making any comments or granting any approvals requested by Grantor;
- (b) At such time as the above requirements have been satisfied, the monitoring reports for the Baseline Documentation Report shall include such Homesite and the access and utility easements serving such Homesite;
- (c) Grantor shall have the right to drill a water well within the Homesite area for the purpose of providing potable water to the dwelling located on the Homesite. Grantor shall give Grantee at least ten (10) business days' advance written notice of the intent to drill such a well and the approximate location of the intended well. Within five (5) calendar days of the completion of the intended well, Grantor shall provide to Grantee the specific location of such well for purposes of updating and maintaining the Baseline Documentation Report;

The Homesite areas shall remain subject to all of the provisions of this Easement;

- 4.5 Agricultural/Accessory Structures.** The right to build one accessory structure, such as a barn or shed, within each Homesite area; provided, however, no accessory structure built or to be built within a Homesite area described in **Section 4.4** of this Easement, shall be used as a living or dwelling site. No such structure shall have a sewer connection, septic system, or other wastewater disposal system. The specific location and size of all such structures, which is subject to the express, written approval of Grantee, shall not adversely impact the Conservation Values of the Property nor the Conservation Purposes of this Easement in the sole discretion of Grantee;
- 4.6 Utilities.** The right to provide utilities to the residential dwelling described herein and any other permitted structure; provided, however, that while such utilities need not be underground, Grantor shall use its best efforts to locate any aboveground utilities in the least obtrusive location, at a

minimum, staying as close as possible to already existing roads, driveways, or other access or maintenance travelways. This **Section 4.6** is not to be construed to permit any sewer connection, septic system, or other wastewater disposal system otherwise prohibited by **Section 4.5** of this Easement;

**4.7 Additional Agricultural Use.** Any low-impact agricultural use shall be allowed on the Property with prior notification to, and the written approval of, Grantee, provided no existing Conservation Values of the Property are compromised, and further provided the Conservation Purposes of this Easement are not violated or compromised;

**4.8 Forest Management.** Grantor retains the right to conduct forest management activities by tried and proven forestry methods designed to enhance the quality of the forest. Forest management activities must be conducted in accordance with:

- (i) a Forest Management Plan (“Plan”);
- (ii) a Timber Sale Contract (“Contract”);
- (iii) a Road Plan (“Road Plan”); and
- (iv) a Harvest Notice (“Harvest Notice”);

(collectively, “Forest Management Documents”) all of which must be in writing and approved by Grantee, in advance (as more specifically set forth below), all of which are more particularly described below, and all of which must comply with:

- (v) the terms, conditions, and provisions of this Easement;
- (vi) specific guidelines adopted by Grantee’s Board of Directors, a copy of which was provided prior to the execution and delivery of this Easement (“Grantee Guidelines”), which may be amended from time-to-time, and which, to the extent they are inconsistent with BMPs (as defined below), shall control;
- (vii) the Tennessee Division of Forestry Best Management Practices Guidelines (“BMPs”), as outlined in the Forestry Best Management Practices Manual in existence as of the date of this Easement or as may be amended from time-to-time by the Tennessee Division of Forestry; and

- (viii) any and all other applicable county, state, and federal forestry laws, rules, regulations, ordinances, and requirements as they may apply to Grantor's specific timber management activities;

Items (v), (vi), (vii), and (viii), above, are collectively referred to as the "Requirements."

Grantee shall review the Forest Management Documents for consistency with the Requirements as well as with the purposes, terms, provisions, and conditions of this Easement. If Grantee is required to engage a forestry consultant to review any or all of the Forest Management Documents, Grantor agrees to reimburse Grantee for the costs, expenses, and fees incurred by Grantee in such review. If Grantee determines that any portion of any of the Forest Management Documents is inconsistent with the purposes, terms, provisions, and conditions of this Easement, does not comply with the Requirements, or that any forest management activities contemplated by the Plan could result in a violation of this Easement, Grantee will provide written comments to Grantor identifying and explaining such inconsistencies. Neither Grantee's right to provide comments, nor its actual comments, shall constitute a waiver of the terms of this Easement.

- (a) **Forest Management Plan.** Grantor must submit the Plan to Grantee for review at least ninety (90) days prior to the commencement of any forest management activities. The Plan must consider and be consistent with the Requirements and with the terms of this Easement, and shall be prepared as follows:
  - (i) **Plan Preparation.** The Plan must be prepared or approved and acknowledged by (a) the Tennessee Division of Forestry, (b) a forester who has received a degree from an accredited school of forestry located in the United States, (c) a student or students currently enrolled in an accredited school of forestry located in the United States who are working under the direct supervision of a qualified faculty member of such school, or (d) such other qualified person approved in advance and in writing by Grantee. Said Plan shall have been prepared and/or reviewed and updated not more than three (3) years prior to the date it is presented to Grantee for review, or shall have been reviewed and updated as required by such a forester or other qualified person at least thirty (30) days prior to said date. Otherwise, periodic amendments and updates to the Plan are encouraged but not required.

- (ii) **Content of Plan.** The Plan shall include, at a minimum, the following information, together with maps and charts to support and illustrate the required documentation:
- (a) Grantor's long-term management goals and objectives;
  - (b) Descriptions, mapped locations, and management considerations for:
    - Forest stands (community type, species, age, size, history, condition);
    - Soils;
    - Known unique plant or animal communities and any ecologically sensitive and/or important areas;
    - Known archaeological, cultural, or historic sites;
    - Surface waters, including springs, streams, seeps, ponds, and wetlands; and
    - Existing man-made improvements and features including all roads, buildings, fences, etc.
  - (c) Proposed timber harvest intent, silvicultural treatments, schedules; and
  - (d) Other forest management practices, activities, and schedules.

The Plan is intended to be broad in scope and to contemplate the long-range management of forested areas on the Property.

- (b) **Timber Sale Contract.** No timber harvesting activities shall take place on the Property other than pursuant to the terms and conditions of the Contract between Grantor and the timber purchaser, which must be approved, in advance, by Grantee. Grantor must provide Grantee with a proposed Contract no less than ninety (90) days prior to any timber harvesting activities, setting forth, at a minimum, the following:
- (i) Marking and cutting limitations of each sale area, the size and location of each sale area, a description of each sale area, the type of cutting for each such area (such as "clear cut" or "seed cut" or "select cut" etc.), the species and estimated yield of each species for each sale area;

- (ii) Any constraints on harvesting;
  - (iii) Details regarding liability and worker's compensation insurance required to be carried by the timber purchaser;
  - (iv) A requirement that Grantee be named as an additional insured or loss payee, as applicable, on all such policies;
  - (v) An indemnification and hold harmless provision for the benefit of Grantee by the timber purchaser and Grantor for any liability imposed on Grantee arising out of or related to forest management activities;
  - (vi) A provision regarding damage to any property of Grantor, and specifically prohibiting any logging or timber harvesting outside the areas described in the marking and cutting limitations section; and
  - (vii) An expiration date for the Contract by which (a) harvesting will be complete or, whether complete or not, will terminate under the current Contract, (b) all equipment will be removed from the Property, (c) all roads and travelways will have been recovered and/or rehabilitated, and (d) that all timber standing on any area within the marking and cutting limitations areas will again become the property of Grantor.
- (c) **Forest Roads.** Grantor shall have the right to construct new forest management roads and associated improvements such as bridges, culverts, and other related improvements in aid of forest management activities, in consultation with Grantee, all of which must be approved by Grantee prior to the commencement of any forest management activities on the Property ("Road Plan"). The proposed Road Plan shall be provided to Grantee for review no less than thirty (30) days prior to any forest management activities, subject to the following:
- (i) Grantor and/or Grantor's consulting forester, must contact Grantee prior to developing the Road Plan;
  - (ii) Grantor retains the right to maintain and repair existing forest management roads and associated bridges and culverts (collectively, "Existing Roads") so long as such maintenance and repair, and the Existing Roads themselves, do not have an adverse impact on the Conservation Values of the Property or the Conservation Purposes of this Easement. In the event



Grantee determines that the Existing Roads do have such an adverse impact, Grantee shall have the right to prohibit the use of some or all of the Existing Roads;

- (iii) Grantor shall have the further right to improve existing forest management roads and associated structures and to construct new forest management roads and associated improvements, in active consultation with Grantee, provided that said improvements, new roads, and associated improvements satisfy the Requirements, and that
  - (A) additional roads or road improvements are necessary to provide reasonable forest management access to the Property;
  - (B) provision is made for the adequate and proper closure and revegetation of skid roads and landings; and
  - (C) Grantor secures Grantee's prior written consent to the design, layout, location, and construction techniques with respect to all additional roads, road improvements, and any associated improvements.

(d) **Harvest Notice; Contractor Requirements.** The following conditions apply to the commencement of any timber harvesting activity on the Property:

- (i) All forest management activities must be in compliance with the Plan, the Contract, and the Road Plan, and be approved, in advance, by Grantee, as is more fully described in this **Section 4.8**;
- (ii) Grantor shall provide Grantee with a written notice ("Harvest Notice") at least seven (7) days prior to commencement of any timber harvesting activities, and in no event less than thirty (30) days after Grantee's approval of the Plan, the Contract, and the Road Plan;
- (iii) The Harvest Notice shall include the name of the forester supervising the activity as well as the identification of the person or entity actually conducting the activity, and shall include:
  - (A) a general description of the scope of the activity (size and location of area (including maps));

- (B) prescribed silvicultural treatments and practices that may be employed; and
  - (C) the location and a description of all ingress, egress, and access routes, including the specific location of any stream crossings, and the location of landings and skid roads, and haul roads, all of which must be consistent with the Plan, the Contract, and the Road Plan, as approved by Grantee;
- (iv) Forestry activities shall be conducted within the constraints of the Plan, the Contract, the Road Plan, and the Harvest Notice under a written contract with a professional logger, which contract must include a non-refundable performance bond naming Grantor and Grantee as co-payees in an amount mutually agreed by Grantor and Grantee, and shall be expressly subject to the terms, conditions, and provisions of this Easement; and
- (v) Grantee shall have the right to object to any portion or provision of the Harvest Notice and shall promptly notify Grantor of any objectionable provisions. In the event Grantee does object to any portion or provision of the Harvest Notice, Grantor shall not commence any timber harvesting activities unless and until Grantee provides written approval of the Harvest Notice or withdraws Grantee's objection or objections to the Harvest Notice.

On completion of said timber harvest activities, Grantor shall close and water-bar all landings and skid roads, and provide a timely notice of completion to Grantee.

There shall be no timber cutting or other forestry activities in any area identified and designated by Grantee, either at the time of the conveyance of this Easement or at any time in the future, as a Management Area B. Such areas include, but are not limited to, areas with significant Conservation Values with respect to relatively natural habitat for fish, wildlife, or plants or similar ecosystems and include, with or without specific designation by Grantee, any area within 100 feet, or such other distance as may be required by (a) the Grantee Guidelines or (b) the specific terrain, of any cave, cave opening, or cave entrance; wetlands; any area evidencing aquatic or wetland-based plant species; creeks; streams; and blue-line streams; provided, however, in the event Grantee makes a written

determination that certain forest management or other activities within a Management Area B would enhance the Conservation Values of the Property or would further protect the Conservation Purposes of this Easement, subject to any and all Grantee requirements, such forest management or other activities, as outlined in writing by Grantee, may be permitted within a Management Area B;

- 4.9 Chemical Agents.** The right to use governmentally-approved chemical agents in the control of non-indigenous plant species and invasive plant species (whether indigenous or non-indigenous) and otherwise hazardous plants, provided, however, such actions shall be consistent with, and in compliance with, all applicable federal, state, and local laws, rules, regulations, ordinances, and requirements, and with manufacturer's guidelines, and, notwithstanding any such laws, rules, regulations, ordinances, requirements, and manufacturer's guidelines, must be in compliance with the best environmental practices then prevailing for conservation; provided further, however, if the use of any such chemical agents will have an adverse impact on any of the Conservation Values of the Property or the Conservation Purposes of this Easement, the use of such agents shall be prohibited. Any such herbicides or pesticides shall be the least toxic necessary to accomplish the task at hand;
- 4.10 Signs.** The right to display small, relatively unobtrusive signs showing the location and address of the Property and its facilities as well as signs indicating that the Property is available for sale or rent, for purposes of public access, if applicable, or as may be useful to support permitted educational, scientific, and recreational activities, as well as any sign indicating that the Property is protected property subject to this Easement;
- 4.11 Public Access.** The right to allow public access with permission for low-impact, nature-related activities such as hiking, nature study, picnicking, and other de minimis recreational activity; provided, however, no member of the public shall have any expectation of privacy while on the Property. Reference is made to **Section 2** of this Easement and Grantee's entry and monitoring rights as set forth therein;
- 4.12 Scientific Activity.** The right, with prior written approval of Grantee, to permit or allow the Property to be used for scientific research by a member of the faculty of any accredited college or university or by a student or a group of students working under the direct supervision of such a faculty member so long as such research activities do not adversely impact the Conservation Values of the Property or the Conservation Purposes of this Easement;

- 4.13 Ponds; Banks; Frontage.** The right to maintain any pond or ponds on the Property in the current condition or as may be modified consistent with recommendations from any appropriate state or federal agency, which modification(s) is/are subject to the prior written consent of Grantee; the right to enhance the physical stability and natural features of the current pond or ponds by ecologically appropriate methods as established or recommended by the Natural Resource Conservation Service, or any qualified organization performing the same function, and approved in advance, in writing, by Grantee; the right to rehabilitate and restore any and all creek, stream, river bank, and frontage areas, subject to the prior written consent of Grantee, in compliance with all local, state, and federal water quality and other laws, rules, regulations, ordinances, and requirements; provided, however, no such modification, enhancement, rehabilitation, or restoration may have an adverse impact on the Conservation Values of the Property or the Conservation Purposes of this Easement;
- 4.14 Hunting.** Hunting shall be permitted on the Property only with the express, written consent of Grantor. This, in no way, is intended to permit a commercial hunting operation or “game preserve” on the Property;
- 4.15 Feed Plots; Wildlife Observation.** The right to establish one or more feed plots on the Property in accordance with a Wildlife Management Plan devised in conjunction with and approved by the Tennessee Wildlife Resource Agency, or any other similar state or federal agency, the number and total acreage of which is subject to the express, written consent of Grantee, and the right to construct wildlife observation structures, in number and location subject to the express, written consent of Grantee, all of which must not adversely impact the Conservation Values of the Property or the Conservation Purposes of this Easement;
- 4.16 Leases and Other Interests.** The right to lease or to grant others less than fee-simple interests in the Property for any use permitted Grantor, subject to Grantee’s prior written approval, provided that such lease or other interest in the Property is subject to and consistent with the provisions of this Easement, and does not constitute an impermissible subdivision of the Property, and further provided the use contemplated by such lease or other interest in the Property does not adversely impact the Conservation Values of the Property or the Conservation Purposes of this Easement; and
- 4.17 Other Uses.** Grantor may, or may permit others to, engage in or perform any other actions or activities that are not prohibited herein, and which do not compromise the Conservation Values of the Property or adversely impact the Conservation Purposes of this Easement.

In connection with any reserved right of Grantor to install and maintain roads, travelways, and/or driveways for vehicular access to the areas of the Property on which the existing, if any, and additional structures and related ancillary improvements are and/or may be constructed pursuant and subject to the terms and conditions of this Easement, with such roadways, travelways, and/or driveways to provide for ingress and egress across the Property to such locations and to the adjacent properties, such right shall be subject to the following requirements and conditions: (i) such roadways, travelways, and/or driveways shall be located, to the extent possible, in the path of forestry roads or other travelways existing on the Property as of the date of this Easement; (ii) the width of the area cleared for such roadways, travelways, and/or driveways shall not exceed that which is necessary for two lanes of vehicular traffic and the installation of underground utilities; (iii) all newly constructed roadways, travelways, and/or driveways, or any roadways, travelways, and/or driveways that are rebuilt or reconstructed shall be constructed only of pervious materials; (iv) such roadways, travelways, and/or driveways shall otherwise be installed in a manner to avoid unnecessary tree removal and land disturbance; (v) if such roadways, travelways, and/or driveways require any grading or change in topography, then such grading shall blend into the natural topography of the Property as much as reasonably possible, shall be constructed so as to control erosion, and shall be of design and location approved, in writing, in advance, by Grantee; and (vi) Grantee has approved the proposed roadways, travelways, and/or driveways and access to the adjacent lands based on the foregoing requirements. Following the construction of any roadway, travelway, or driveway, Grantee shall cause an "as built" survey of such roadway, travelway, or driveway to be prepared by a Registered Land Surveyor, and shall provide a sealed copy of such survey to Grantee which shall become a supplement to the Baseline Documentation Report. Notwithstanding any other provision of this **Section 4**, the activities enumerated herein shall be prohibited to the extent any such activity or activities adversely impact the Conservation Values of the Property or the Conservation Purposes of this Easement.

No Reserved Right, or any other right described in **Section 4** of this Easement, may be exercised unless and until Grantee is satisfied that the exercise of such right in the manner proposed by Grantor can be undertaken without an adverse impact on the Conservation Purposes of this Easement, the Conservation Values of the Property, or other significant ecological values of the Property. The procedure set forth herein is established for the purpose of making that determination. Grantor hereby waives, for Grantor and Grantor's heirs, executors, successors, and assigns, to the fullest extent allowed by law, any and all right to seek or recover damages from Grantee in any litigation or other legal action arising from a dispute over Grantee's exercise of its rights, obligations, or interpretations under this **Section 4** or any other Section of this Easement, and Grantor agrees that the sole remedy or legal right to seek redress arising from any adverse decision of Grantee shall be to seek a declaratory judgment or other legal

declaration by a Court of Competent Jurisdiction (defined below) as to the rights of Grantor hereunder. Grantor and Grantee agree that it is their intent that the rights reserved by Grantor in this Easement conform to the requirements of 26 C.F.R. Section 1.170A-14, and any rights so reserved by Grantor shall be limited to the extent such rights do not conform with 26 C.F.R. Section 1.170A-14. Grantor may not exercise any of its rights reserved under this Easement, including those rights reserved in this **Section 4**, in such a manner that may adversely impact the Conservation Values of the Property or the Conservation Purposes of this Easement. Notwithstanding any other provision of this Easement, Grantor shall notify Grantee, in writing, before exercising any of Grantor's reserved rights under **Section 4** of this Easement that may have an adverse impact on the Conservation Values of the Property or the Conservation Purposes of this Easement. If Grantee determines, in Grantee's sole discretion, that any specific exercise by Grantor of any of its reserved rights under this Easement may have an adverse impact on the Conservation Values of the Property or the Conservation Purposes of this Easement, Grantee may withhold its approval of such action.

## **5. Notice and Approval.**

- 5.1 Notice of Intention to Undertake Action Permitted Pursuant to Section 4.** The purpose of requiring Grantor to notify Grantee prior to undertaking any of the activities described in **Section 4** of this Easement is to afford Grantee an adequate opportunity to review the proposed activities to ensure that they are designed and carried out in a manner that is not inconsistent with the terms, conditions, and purposes of this Easement. Whenever Grantor intends to exercise any right reserved in **Section 4**, Grantor shall notify Grantee in writing not less than thirty (30) days prior to the date Grantor intends to undertake the activity in question, unless a different time period is expressly required hereunder. The notice shall describe the nature, scope, design, location, timetable, and any other material aspects of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the terms, conditions, and purposes of this Easement.
- 5.2 Grantee's Approval.** Grantee shall grant or withhold its approval in writing within thirty (30) days of actual receipt of Grantor's written request therefor. Grantee's approval may be withheld on a determination by Grantee that the action as proposed would be inconsistent with the terms, conditions, and purposes of this Easement, would be inconsistent with the restrictions set forth in this Easement, would adversely impact the Conservation Values of the Property, would adversely impact the Conservation Purposes of this Easement, or would adversely impact any other significant ecological values of the Property. In the event Grantee has not replied in writing to Grantor's request within such thirty (30) day

period (or such other applicable time period as may be expressly required hereunder), Grantor's request will be deemed denied.

## **6. Grantee's Remedies.**

- 6.1 Notice of Violation; Corrective Action.** If Grantee determines that a violation of the terms of this Easement has occurred or is threatened, Grantee shall give written notice of such violation to Grantor and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan to which Grantor and Grantee have agreed in writing. In the event Grantor and Grantee, both operating in good faith, cannot agree to such plan, another organization that is qualified pursuant to Section 170(h) of the Internal Revenue Code and 26 C.F.R. Section 1.170A-14 to acquire and hold conservation easements, which organization holds at least 20 (or some substantially significant number) conservation easements in the same general area as Grantee, shall prepare the plan of restoration, at Grantor's sole cost and expense.
- 6.2 Injunctive Relief.** If Grantor fails to cure the violation within sixty (60) calendar days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, if Grantor fails to begin curing such violation within the sixty (60) day period, or if Grantor fails to diligently pursue the cure to completion, in addition to exercising any other remedy set forth in this Easement, Grantee may bring an action at law or in equity in a Court of Competent Jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte*, as necessary, by temporary restraining order, temporary or permanent injunction, and/or, in Grantee's discretion, to require the restoration of the Property to its condition at the time of the donation of this Easement as set forth in 26 C.F.R. Section 1.170A-14(g)(5)(ii). The parties agree that any bond to be posted by Grantee in pursuit of such a remedy shall be no more than Five Hundred Dollars (\$500).
- 6.3 Damages.** If there is a violation of any of the provisions of this Easement, Grantee shall notify Grantor by written instrument, and Grantor shall promptly cure the violation by (a) ceasing the activity giving rise to the violation, (b) restoring the Property to its condition before the violation, or (c) both, as the case may be. Grantee shall have the right, but not the obligation, to pursue legal actions or proceedings at law and/or in equity to enforce the terms of this Easement, including, without limitation, the protection of the Conservation Values of the Property and the Conservation Purposes of this Easement, including the right to cause such violation to be

cured, and if a Court of Competent Jurisdiction determines that a violation has occurred hereunder, the then-current owner of the Property shall reimburse Grantee, as applicable, for all reasonable expenses incurred, including legal fees and attorney fees, whether in or out of court, and the cost of legal proceedings brought to cure the violation or to collect such reimbursement. Additionally, if Grantor violates this Easement in such a manner as to cause damage to, extract, or remove any trees, mineral resources, pond, wetland, stream, or other natural resource protected by this Easement, including a violation resulting from failure to obtain Grantee's approval, Grantee shall be entitled to payment of damages in the amount of the value of the protected natural resource in addition to all other remedies and damages set forth herein. Grantee may seek payment and recovery of such damages by any means available. The value of the protected natural resource shall be established as the greater of (y) the market value of the resource or (z) the cost of immediate restoration of the Property and all resources to their condition prior to the violation. If such immediate restoration is not reasonably possible, then the market value of the resource shall be the amount of damages. If the resource does not have readily determinable market value, then the amount of damages shall be the amount which a Court of Competent Jurisdiction may determine, taking into account the importance of the resource to the fulfillment of the Conservation Purposes of this Easement.

- 6.4 Emergency Enforcement.** If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property or the Conservation Purposes of this Easement, Grantee may pursue its remedies under this **Section 6** without prior notice to Grantor or without waiting for the expiration of any cure period.
- 6.5 Scope of Relief.** Grantee's rights under this **Section 6** apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are, or may be, inadequate and that Grantee shall be entitled to the injunctive relief described in **Section 6.2** of this Easement, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this **Section 6** shall be cumulative and shall be in addition to all remedies now or hereafter existing at law, in equity, or as may be set forth in this Easement.
- 6.6 Costs of Enforcement.** All reasonable, actual costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without



limitation, actual costs and expenses of suit, actual, reasonable attorney fees (with or without suit), and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor; provided, however, that if Grantor ultimately prevails in a judicial enforcement action, each party shall bear its own costs, fees, and expenses. In no event shall Grantee be liable to Grantor for any costs, fees (including attorney fees), or expenses brought in the course of an enforcement action unless it is conclusively determined that Grantee acted with actual malice in bringing such enforcement action, in which case Grantee shall be liable to Grantor only for Grantor's costs, fees (including reasonable attorney fees), and expenses actually incurred in defending such a suit.

- 6.7 Forbearance.** Forbearance by Grantee to exercise any of its rights under this Easement in the event of any violation of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such provision or of any subsequent breach of the same or any other provision of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy on the occurrence of any breach by Grantor shall impair such right or remedy or be construed as a waiver.
- 6.8 Waiver of Certain Defenses.** Grantor hereby waives any defenses of laches, estoppel, prescription, statute of limitations, or any period of limitations of actions.
- 6.9 Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, vandalism or illegal acts, fire, flood, storm, natural earth movement, or acts of God, or from any prudent action taken by Grantor in good faith under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.
- 6.10 Rights and Remedies in Relation to Third Parties.** As the owner of a real property interest under this Easement, Grantee shall have the right, without limitation of any rights herein as against Grantor, to assert and enforce any of the rights and remedies in this Easement against any person or entity other than Grantor that engages in any activity on the Property that constitutes a violation of any of the covenants or restrictions of this Easement, whether such person or entity enters on the Property as a tenant, guest, or invitee of Grantor, by an act of trespass, or by any claim of right, and Grantor shall cooperate with Grantee by joining in any action or proceeding commenced by Grantee for such purpose. No trespasser or any other person on the Property with or without Grantor's express permission,

including Grantor, shall have any expectation of privacy while on the Property, and Grantee shall not be liable to any such trespasser or person on the Property, including Grantor, for any "invasion of privacy" claim or any other or similar claim arising as a consequence, intended or unintended, of, or related to, Grantee's activities in monitoring the Property and enforcing the provisions of this Easement.

**6.11 No Third Party Rights of Enforcement.** This Easement may only be enforced by Grantor and Grantee, and no third party beneficiary rights, rights of enforcement, or other rights are created or intended to be created or granted by this Easement in or to any other person or entity, any person or entity that was once a "Grantor" but is no longer an owner of the Property, the public generally, or any governmental authority except to the limited extent necessary to undertake an action under **Section 11** of this Easement or as required by statute (and only to the extent such statute cannot be waived by agreement of Grantee and Grantor).

7. **Access.** No right of access by the general public to any portion of the Property is conveyed by this Easement, other than as may be specifically set forth herein.

8. **Costs; Liabilities; Taxes; Environmental Compliance.**

**8.1 Costs; Legal Requirements; Liabilities.** Grantor retains all responsibilities and shall bear all costs, expenses, and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of policies of adequate, in Grantee's reasonable discretion, liability insurance coverage, and Grantor shall cause Grantee to be named as an additional insured on all such policies. Grantor shall provide to Grantee, at least annually, certificates evidencing such insurance. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, rules, regulations, ordinances, and requirements. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by, Grantor. To the extent any such lien is recorded or asserted against the Property, Grantor shall have such lien discharged and/or released, in full, within thirty (30) calendar days of the assertion of such lien.

**8.2 Taxes.** Each owner of any portion of the fee interest Property shall pay all taxes and assessments lawfully assessed against such portion of the Property owned by such owner, and shall provide to Grantee receipted tax bills or other evidence satisfactory to Grantee within thirty (30) days of any written request therefor. Grantee shall have the right to pay any lawful

taxes and assessments in order to prevent a “delinquent tax sale” or other lien foreclosure of the Property or any portion thereof, and the entire amount paid by Grantee, together with all costs and expenses, fines, interest, and penalties, including reasonable attorney fees, shall be immediately due and payable to Grantee by Grantor, and shall bear interest at the then-applicable rate of interest for judgments in Tennessee, currently set at 10%, until fully paid. In the event the Property, or any portion thereof, is sold at a delinquent tax sale, Grantee shall have all redemption rights provided in the Tennessee Code Annotated to a fee simple owner of the Property, as if Grantee were the fee simple owner of the Property; Grantee shall be considered a “Person Entitled to Redeem” as that term is defined in Tennessee Code Annotated Section 67-5-2701, et seq.

**8.3 Availability or Amount of Tax Benefits.** Neither Grantee nor any of Grantee’s officers, directors, employees, agents, or counsel makes any assertion, warranty, representation, claim, or other assurance, or provides any advice regarding the availability, amount, or effect of any deduction, credit, or other benefit to Grantor or any other person or entity to be derived from the donation of this Easement or other transaction associated with the donation of this Easement pursuant to any federal, state, local, or other tax law. This donation is not conditioned on the availability or amount of any such deduction, credit, or other benefit. Neither Grantee nor any of Grantee’s officers, directors, employees, agents, or counsel makes any assertion, warranty, representation, or other assurance, or provides any advice regarding the value of this Easement or of the Property. As to all of the foregoing, Grantor acknowledges that Grantor is relying on Grantor’s own legal counsel, accountant, financial advisor, appraiser, tax, or other consultant, and not on Grantee or any legal counsel, accountant, financial advisor, appraiser, or other consultant, employee, or agent of or counsel to Grantee. In the event of any audit or other inquiry of a governmental authority into the impact of this donation on the taxation or financial affairs of Grantor or Grantor’s successors, assigns, or affiliates or any other similar matter, then Grantee shall be reimbursed and indemnified by Grantor for any cost or expense of any kind or nature whatsoever, including attorney fees, incurred by Grantee in responding or replying thereto, or participating therein.

**8.4 Representations and Warranties of Grantor; Environmental Compliance.** Grantor certifies, represents, and warrants that, after reasonable investigation and to the best of its knowledge:

- (a) No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, rule, regulation, ordinance, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or

threatening to human health or the environment, exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Property;

- (b) There are no above ground or underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned, and no above ground or underground storage tanks have been removed from the Property other than in full compliance with applicable federal, state, and local laws, rules, regulations, ordinances, and requirements;
- (c) Grantor and the Property are in compliance with all federal, state, and local laws, rules, regulations, ordinances, and requirements as may be applicable to the Property and/or its uses;
- (d) There is no pending or threatened litigation in any way affecting, involving, or relating to the Property;
- (e) No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, rule, regulation, ordinance, or requirement as may be applicable to the Property and/or its uses, and Grantor is not aware of any facts or circumstances that Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders; and
- (f) The Baseline Documentation Report includes, among other things:
  - Owner Acknowledgment of Condition.
  - Purpose and Summary of Easement Conditions.
  - Natural Features of the Property.
  - Environmental Conditions of the Property.
  - Narrative description of the significant ecological and other Conservation Values and characteristics of the Property.
  - Topographic map of the Property.
  - Photographs of current site conditions on the Property.

The Baseline Documentation Report is a true, correct, and accurate representation of the condition of the Property at the time of the execution, delivery, and recordation of this Easement.

**8.5 Environmental Compliance; Remediation.** If, at any time, there occurs, or has occurred, a release by Grantor in, on, under, or about the Property of

any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, rule, regulation, ordinance, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to, promptly and with all due haste, take all steps necessary to assure its containment and remediation, including any cleanup that may be required, to the full and complete satisfaction of any and all federal, state, and local agencies or authorities and to the full and complete satisfaction of Grantee.

- 8.6 Environmental Compliance; No Grantee Control.** Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an "operator" or other potentially responsible or responsible party with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), and Tennessee Code Annotated Section 68-212-101 et seq., or any other state or federal law regarding liability for hazardous wastes, toxic substances, pollution, or other, similar matters.
- 8.7 Indemnity and Hold Harmless.** If Grantee is required by a court of competent jurisdiction to pay damages resulting from personal injury, property damage, hazardous waste contamination, or hazardous materials usage that occurs on the Property, Grantor shall promptly indemnify and reimburse Grantee for these payments, as well as for reasonable attorney fees and other expenses incurred by Grantee in connection therewith, unless Grantee or its agents or contractors are grossly negligent or have committed a deliberate act that is determined by a court of competent jurisdiction to be the cause of the injury or damage.
- 8.8 Indemnification.** Grantor covenants and agrees to indemnify, defend, reimburse, and hold Grantee, its directors, officers, agents, contractors, counsel, and employees harmless from, for, and against any Loss (defined below) to the extent such Loss arose from an Indemnified Cause (defined below). A "Loss" shall mean any loss, cost, liability, penalty, fine, claim, or damage of any kind or nature whatsoever, including attorney fees, that Grantee or any of its directors, officers, contractors, agents, counsel, or employees may reasonably be concluded to have suffered, paid, or incurred, or for which demand for payment has been made. The term "cost" shall include, but shall not be limited to, reasonable attorney fees, witness and court fees, and expert fees, whether as witnesses or consultants. An "Indemnified Cause" shall mean any of the following: the violation or alleged violation of any law in, on, or involving the Property, by Grantor or

anyone acting by, for, through, or under the direction of Grantor, including but not limited to any tenant, contractor, agent, licensee, or invitee of Grantor; any breach of any covenant and/or restriction in this Easement by Grantor or anyone acting by, for, through, or under the direction of Grantor, including but not limited to any tenant, contractor, agent, licensee, or invitee of Grantor; any tax or assessment on the Property or on this Easement or the rights it represents or that it grants to Grantee; any death or injury to any person occurring on or about the Property; any lien or attempts to enforce a lien asserted against the Property; the costs of performing any work on the Property; any loss or damage to any property on or about the Property; any dispute involving Grantor and Grantee regarding the interpretation or enforcement of this Easement; or any lawsuit (regardless of whether initiated by Grantor or Grantee) or governmental administrative or law enforcement action which is commenced or threatened against Grantee or any of its directors, officers, agents, contractors, counsel, or employees or to which any of the foregoing are made a party or called as a witness; but the term "Indemnified Cause" shall not include any cause which results from Grantee's own acts which are finally determined by a Court of Competent Jurisdiction to have been the result of bad faith or willful misconduct of Grantee. It is further agreed that no person shall have an indemnification obligation or liability under this **Section 8.8** as to any Indemnified Cause that arises entirely and solely from events which occurred after such person is no longer the legal or equitable owner of the Property or any part thereof and is no longer in possession of the Property or any part thereof, it being agreed and understood that all subsequent owners of the Property shall have and assume such indemnification, defense, reimbursement, and hold harmless obligations by the act of taking title to the Property.

## **9. Extinguishment and Condemnation.**

**9.1 Extinguishment.** If a subsequent unexpected change in the conditions surrounding the Property make impossible or impractical the continued use of the Property for conservation purposes, this Easement can be terminated or extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction, and Grantee shall be entitled to a portion of the proceeds from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment ("Conversion Proceeds") at least equal to the proportionate value of the perpetual conservation restriction as set forth in **Section 9.2**, below, multiplied by the total amount of the Conversion Proceeds, unless Tennessee law provides that Grantor is entitled to the full amount of the Conversion Proceeds without regard to the terms of this Easement. Grantee shall use all such proceeds in a manner consistent with the Conservation Purposes of this Easement.

- 9.2 Proceeds.** The Conservation Easement constitutes a real property interest (“Interest”) immediately vested in Grantee. For the purposes of this paragraph, and pursuant to Treasury Regulation § 1.170A-14(g)(6)(ii), Grantor and Grantee stipulate that this Interest shall have a fair market value that is equal to the proportionate value that the Conservation Easement at the time of the grant of the Conservation Easement bears to the value of the Property as a whole at the time of the grant of the Conservation Easement. For the purposes of this paragraph, the ratio of the value of the Conservation Easement to the value of the Property as a whole shall remain constant. It is intended that this paragraph be interpreted to adhere to and be consistent with the requirements of 26 U.S.C. § 170(h)(5)(A) and Treasury Regulation § 1.170A-14(g)(6)(ii), it being the specific intention of the parties that the Conservation Values of the Property and the Conservation Purposes of this Conservation Easement shall be treated as being protected in perpetuity in accordance with Treasury Regulation § 1.170A-14(g)(6).
- 9.3 Condemnation.** If the Conservation Easement is taken, in whole or in part, by exercise of the power of eminent domain, the amount of the proceeds to which Grantee shall be entitled shall be determined by multiplying the total amount recovered as a result of the condemnation by the ratio set forth in **Section 9.2**, above, unless Tennessee law provides that Grantor is entitled to the full amount of the proceeds resulting from the condemnation without regard to the terms of this Easement.
- 9.4 Application of Proceeds.** Grantee shall use any proceeds received under the circumstances described in this **Section 9** in a manner consistent with the Conservation Purposes of this Easement.
- 10. Assignment.** This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization, and an eligible donee, at the time of transfer pursuant to Section 170(h) of the Internal Revenue Code and 26 C.F.R. Section 1.170A-14 (or any successor provision then applicable), and authorized to acquire and hold conservation easements pursuant to the Tennessee Conservation Easement Act of 1981, Tennessee Code Annotated Section 66-9-301 et seq., or any successor provision then applicable or the laws of the United States. As a condition of such transfer, Grantee shall require that the Conservation Purposes that this Easement is intended to advance continue to be carried out, and the transferee has a commitment to protect the Conservation Purposes and the resources to enforce this Easement. Grantee agrees to give written notice to Grantor of any assignment at least one hundred and twenty (120) days prior to the date of such assignment, unless the circumstances of such assignment are such that the 120-day notice is not possible or practical. Any transfer by Grantee, or any successor to Grantee, of all or any portion of this Easement shall not operate to extinguish this Easement.

Any subsequent transfer of this Easement by a successor to Grantee shall also be subject to the provisions of this **Section 10**.

**11. Successor Grantee.** If, at any time, Grantee shall be unwilling or unable to continue as grantee hereunder, including, but not limited to, if Grantee ceases to exist or to be a qualified organization pursuant to Section 170(h) of the Internal Revenue Code and 26 C.F.R. Section 1.170A-14, or to be authorized to acquire and hold conservation easements pursuant to the Tennessee Conservation Easement Act of 1981, Tennessee Code Annotated Section 66-9-301 et seq., then Grantor and Grantee shall mutually agree on a qualified successor to Grantee, which must be a qualified organization, and an eligible donee, at the time of transfer pursuant to Section 170(h) of the Internal Revenue Code and 26 C.F.R. Section 1.170A-14 (or any successor provision then applicable), and authorized to acquire and hold conservation easements pursuant to the Tennessee Conservation Easement Act of 1981, Tennessee Code Annotated Section 66-9-301 et seq., or any successor provision then applicable or the laws of the United States, and if Grantor and Grantee cannot agree on a qualified successor to Grantee, the rights and obligations under this Easement shall vest in such organization as a Court of Competent Jurisdiction shall direct, pursuant to applicable Tennessee law and consistent with the requirements for an assignment pursuant to **Section 10** of this Easement.

**12. Subsequent Transfers.**

**12.1 Incorporation of Easement.** Grantor agrees to incorporate the terms of this Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest.

**12.2 Notice; Subordination of Subsequent Encumbrances.** Grantor agrees to give written notice to Grantee of the transfer of any interest in the Property at least thirty (30) calendar days prior to the date of such transfer. Any mortgagee must subordinate its rights in the Property to Grantee to enforce the Conservation Purposes of this Easement.

**12.3 Successors Bound.** Any and all successors to Grantor's interest in the Property shall be bound by the provisions of this Easement.

**12.4 Transfer Payment.** In consideration of the perpetual obligations assumed by Grantee in this Easement, the costs and expenses of which are unpredictable, including, but not limited to, the obligation to travel to and inspect the Property at least annually for compliance with the terms of this Easement, communicate with present and future owners, respond to questions and other matters, and maintain financial resources for the enforcement of compliance when necessary in fulfillment of Grantee's



obligation to be a Qualified Organization pursuant to 26 C.F.R. §1.170A-14(c)(1), and in consideration of Grantor's desire to support Grantee in its charitable mission with respect to the Property and other properties in which Grantee may have accepted conservation easement restrictions, Grantor agrees for itself, its heirs, successors, and assigns, that there shall be paid to Grantee the Transfer Payment (defined below) at the time of each Qualifying Transfer (defined below) in the manner set forth in this **Section 12.4**.

- (a) The "Transfer Payment" amount shall be a sum equal to one percent (1.0%) of the Purchase Price (defined below) of the Property, or any portion or part thereof, including, without limitation, the improvements on the Property;
- (b) "Qualifying Transfer" shall mean the conveyance of legal title to the Property, or any portion or part thereof, including, without limitation, the improvements on the Property; provided, however, a Qualifying Transfer shall not include the first transfer following the recordation of this Easement;
- (c) The "Purchase Price" shall be the sum of the following given as consideration for a Qualifying Transfer: (a) payment of money, (b) the value of any real property or personal property (tangible or intangible) or other tangible consideration, (c) the amount of any purchase money indebtedness, and (d) the amount of any assumed indebtedness. Grantor shall be obligated to provide to Grantee a true and correct copy of the agreement of sale pertaining to the Qualifying Transfer, the settlement statement or closing statement, and/or other documents verifying the Purchase Price to the reasonable satisfaction of Grantee;
- (d) In the event of a Qualifying Transfer in which all or part of the consideration is in the form of real or personal property rather than the payment of money, purchase money indebtedness, or assumption of indebtedness, the Purchase Price shall include an amount equal to the fair market value of such real or personal property given in consideration or as partial consideration for the Qualifying Transfer as determined by a qualified appraiser approved by Grantee in its reasonable discretion. Appraisals used in the valuation of real or personal property as a component of the Purchase Price shall be based on the guidelines and ethical standards of the Appraisal Institute, as then in effect, for the type of property involved. Grantor and Grantee may, however, if they so elect in their discretion, without obligation to do so, accept an

alternate method of establishing the value of such real or personal property, including by contemporaneous agreement;

- (e) The amount of the Purchase Price shall not include that portion of a Qualifying Transfer that is a gift, devise, bequest, or other transfer not involving consideration by the payment of money, transfer of real or personal property, purchase money indebtedness, or assumption of indebtedness;
- (f) The Transfer Payment shall not be applicable to a Qualifying Transfer into a corporation, limited liability company, or general or limited partnership in which Grantor receives all of the shares or interests of the transferee entity as consideration and receives no other consideration;
- (g) The obligation for payment of the Transfer Payment shall be binding on Grantor in the Qualifying Transfer and on the purchaser or grantee that is the transferee in the Qualifying Transfer, all of whom shall be jointly and severally liable for the payment of the Transfer Payment, and also shall be binding on their respective heirs, successors, and assigns, and shall run with the land and constitute a lien on the Property until paid;
- (h) The Transfer Payment shall be paid to Grantee at or before the time of transfer of legal title. The amount of any Transfer Payment not paid by the time required herein shall (a) accrue interest payable to Grantee at the then-applicable rate of interest for judgments in Tennessee, currently set at 10%, until fully paid, and (b) constitute, together with accrued interest, to the extent permitted by law, a lien on the Property in favor of Grantee until fully paid, provided that such lien shall not be superior to any purchase money mortgage or deed of trust that was executed, recorded, and otherwise validly established against the Property prior to the date of the Qualifying Transfer;
- (i) Grantor shall be liable, and Grantor agrees to reimburse Grantee for, all reasonable attorney fees and other costs and expenses of collection incurred by Grantee in the enforcement of the provisions of this **Section 12.4**. This obligation is binding on Grantor, its heirs, successors, and assigns;
- (j) Neither the validity of this **Section 12.4** nor compliance with or enforcement of this **Section 12.4** shall have any bearing or effect whatsoever on the validity and/or enforceability of any other provision of this Easement; and

(k) In the event Grantee or any entity related to or affiliated with Grantee ever holds fee simple title to the Property, the provisions of this **Section 12.4** shall not apply to any transfer by Grantee or any entity related to or affiliated with Grantee.

**13. Estoppel Certificates.** On request by Grantor, Grantee shall, within thirty (30) calendar days, execute and deliver to Grantor, or to any party designated by Grantor, any document, including an estoppel certificate, which certifies, to Grantee's knowledge with no duty of inquiry beyond what is set forth in this **Section 13**, Grantor's compliance with any obligation of Grantor contained in this Easement or which otherwise evidences the status of this Easement. Such certification shall be limited to such compliance as of Grantee's most recent complete inspection. Grantor and Grantee acknowledge that the size, shape, and configuration of the Property boundaries, together with the topography of not only the areas of the Property boundaries but of the entire Property are such that Grantee's acknowledgment of Grantor's compliance with the provisions of this Easement at a time other than as of Grantee's most recent complete inspection will necessitate a significant expenditure of time and money. If Grantor requests more current documentation, Grantee shall conduct an inspection, at Grantor's cost and expense, and so deliver such certification document within a reasonable period of time following Grantee's receipt of Grantor's written request therefor, and Grantor shall promptly reimburse Grantee for Grantee's costs, fees, and expenses incurred in connection with such inspection and generation of the certification document.

**14. Notice.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and be either served personally; sent by first class mail, postage prepaid, certified, return receipt requested; or by nationally recognized overnight courier (such as FedEx or UPS) with fees prepaid for "next business day delivery" addressed as follows:

To Grantor: Savage Point Properties, LLC  
15 Professional Court  
Rome, Georgia 30165  
Attn: A. Kyle Carney

To Grantee: Foothills Land Conservancy  
3402 Andy Harris Road  
Rockford, Tennessee 37853  
Attn: Executive Director

or to such other address as either party from time to time shall designate by written notice to the other. Notice shall be effective, whether actually received or not (a) if personally delivered, on the date of personal delivery; (b) if by mail, on the earlier of (i) the date the return receipt is signed or (ii) that date which is four

(4) business days following the date of mailing, which must be evidenced by a mailing receipt obtained from the United States Postal Service at the time of mailing; or (c) if by overnight courier, on the earlier of (i) that date which is two (2) business days following timely deposit with the overnight courier with fees prepaid for “next business day delivery,” or (ii) the date on which the notice is signed by the recipient on delivery.

**15. Recordation.** Grantee shall record this instrument in timely fashion in the Register of Deeds Office for Sequatchie County, Tennessee, and may re-record it at any time as may be required to preserve Grantee’s rights in this Easement.

**16. General Provisions.**

**16.1 Controlling Law; Forum and Venue of Disputes.** The interpretation, construction, and performance of this Easement shall be governed by the laws of the State of Tennessee without regard to its choice of law provisions. Notwithstanding the physical location of the real property described on **Exhibit A-1**, and shown on **Exhibit A-2**, and notwithstanding the citizenship, residence, domicile, or situs of Grantor, Grantor, and any other party to this instrument or transaction, now or in the future, agrees that the sole and exclusive forum for the resolution of any dispute arising out of or in any way related to this Easement, and the only “Court of Competent Jurisdiction” for purposes of this Easement, other than as used in **Sections 8.7 and 9** of this Easement, shall be the Chancery Court for the State of Tennessee sitting in Blount County, Tennessee, or, if all other jurisdictional requirements are satisfied, the United States District Court for the Eastern District of Tennessee, Northern Division, sitting in Knoxville, Tennessee. By signing below, the parties, for themselves and for their heirs, executors, successors, and assigns, (a) submit to the personal jurisdiction of such courts for the purpose of any action arising out of or in any way related to this Easement, (b) agree that they will not challenge such grant of personal jurisdiction, nor challenge the venue established by this **Section 16.1**, and (c) agree that in the event any action is brought or commenced in any court or forum other than that which is set forth in this **Section 16.1**, the tender of (i) a true and correct copy of this instrument or (ii) a certified copy of the recorded Easement to such court shall be a full and complete defense to such action, and shall constitute grounds for an immediate dismissal of such action.

**16.2 Liberal Construction.** Notwithstanding the general rules of construction of documents, this Easement shall be liberally construed in favor of the grant to effect the purposes of this Easement and the policy and purpose of Tennessee Conservation Easement Act of 1981, Tennessee Code Annotated Section 66-9-301 et seq. (“Tennessee Act”), and to qualify as a qualified conservation contribution pursuant to 26 U.S.C. Section 170(h) and the

regulations applicable thereto (“U.S. Act”). The Tennessee Act and the U.S. Act are sometimes referred to herein collectively as the “Acts.” If any provision of this instrument is found to be ambiguous, it shall be interpreted in such a manner as to protect the Conservation Values of the Property and the Conservation Purposes of this Easement, and to comply with and be consistent with the Acts. Further, if any provision of this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid, to the extent such interpretation will have the effect of protecting the Conservation Values of the Property and the Conservation Purposes of this Easement. Neither party shall be deemed to have drafted this Easement for purposes of the general rules of construction of documents. This Easement is made pursuant to and in conformance with the Acts, but the invalidity of either of the Acts or any part thereof shall not impact the validity and enforceability of this Easement according to its terms, it being the intent of the parties to agree and to bind themselves, their heirs, executors, successors, and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law, or private agreement in existence either now or hereafter.

- 16.3 Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remaining provisions of this Easement, or the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby, and shall remain in full force and effect.
- 16.4 No Authorized Violation of Law.** Nothing contained in this Easement shall be interpreted to authorize or permit Grantor to violate any federal, state, or local law, rule, regulation, ordinance, or requirement. In the event of any conflict between any such law, rule, regulation, ordinance, or requirement and the terms of this instrument, Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Easement and such law, rule, regulation, ordinance, or requirement.
- 16.5 Possible Grantee Default.** To the extent that any action taken by Grantee pursuant to this Easement gives rise to a claim of breach of contract, and to the extent not already addressed by any other provision of this Easement, Grantor and Grantee agree that the sole remedy on the part of Grantor shall be reimbursement of actual direct out-of-pocket expenses reasonably incurred by Grantor as a result of such breach, as determined by a Court of Competent Jurisdiction, and that Grantor shall not have any right to any indirect, special, speculative, remote, punitive, exemplary, consequential, or

monetary damages in excess of such actual, direct, and reasonable out-of-pocket expenses.

- 16.6 Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Easement, all of which are merged herein. No alteration, amendment, modification, or variation of this instrument shall be valid or binding.
- 16.7 No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.
- 16.8 Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding on, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running with the Property in perpetuity. The terms "Grantor" and "Grantee," wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and its personal representatives, heirs, successors, and/or assigns, and the above named Grantee and its successors and/or assigns.
- 16.9 Termination of Rights and Obligations.** A party's rights, interest, and obligations under this Easement shall terminate on the transfer of the party's interest in the Conservation Easement or Property; provided, however, liability for any acts or omissions occurring or accruing prior to any such transfer, or as may be otherwise set forth herein as surviving a transfer, shall survive such transfer.
- 16.10 Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect on construction or interpretation.
- 16.11 Counterparts.** The parties may execute this instrument in two or more counterparts, which shall be considered, in the aggregate, to be signed by both parties. Each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.
- 16.12 Merger.** In the event Grantee becomes the holder of the underlying fee interest in the Property, no merger of the fee and the Conservation Easement shall take place, it being the specific intent of the parties hereto that, notwithstanding the operation of Tennessee common law, but pursuant to the provisions of Tennessee Code Annotated Section 66-9-304(a), as it exists on the date this Easement is recorded, this Easement shall remain an encumbrance on the Property regardless of the

commonality of ownership of the fee and the Conservation Easement unless this Easement is conveyed by specific written instrument to the holder of the fee.

**16.13 Changes in the Law.** Because the Conservation Easement is intended to continue in perpetuity, and because the law, whether federal, state, or local, whether a statute, common law, regulation, rule, or ordinance, is dynamic and is constantly changing, it is appropriate to assert that it is the intent of Grantor and Grantee to comply with all federal, state, and local laws, regulations, rules, and ordinances, including common law, as the same may change from time to time, in the establishment and continuation of this Easement, and to further assert that it is Grantor's over-riding desire that the Property remain subject to the constraints set forth in this Easement regardless of any change in the law.

**16.14 Recitals and Exhibits Incorporated.** The recitals set forth above and the exhibits attached hereto are incorporated into, and form a part of, this Easement.

**16.15 Contemporaneous Written Acknowledgment.** By Grantee's signature below, this **Section 16.15** constitutes that Contemporaneous Written Acknowledgment of the contribution by the donee organization, in this case, Grantee, required by 26 U.S.C. § 170(f)(8) with respect to the property interest conveyed to Grantee by this Easement. The property interest conveyed is the Conservation Easement described in, and evidenced by, this document, and a proper legal description of the property encumbered by this Easement is attached hereto as an exhibit. No goods or services were provided by Grantee as consideration, in whole or in part, for the grant of the Conservation Easement by Grantor.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever.

IN WITNESS WHEREOF Grantor and Grantee have entered into this instrument as of the day and year first above written.

*Signature pages follow*

*The remainder of this page is intentionally left blank*

**Grantor Signature Page**

**GRANTOR:**

**Savage Point Properties, LLC**

By: Blackland Group, LLC  
Its: Manager

**Blackland Group, LLC**

By: *A. Kyle Carney*  
A. Kyle Carney, Manager

STATE OF Georgia

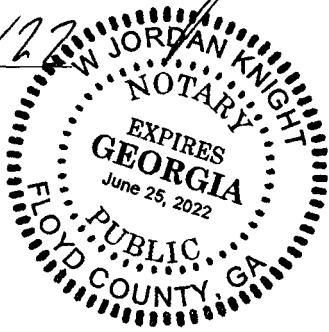
COUNTY OF Floyd

Before me, the undersigned, a notary public of the state and county aforesaid, personally appeared **A. Kyle Carney**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged himself to be the Manager/Authorized Signatory of **Blackland Group, LLC**, a Georgia limited liability company, the Manager/Authorized Signatory of **Savage Point Properties, LLC**, a Georgia limited liability company, the within named bargainor, and that he as such Manager/Authorized Signatory executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Manager/Authorized Signatory.

WITNESS my hand at office this 28 day of December, 2018.

*W. Jordan Knight*  
Notary Public

My commission expires: 6/25/22





**Grantee Signature Page**

**GRANTEE:**

**Foothills Land Conservancy**

By: W. C. Clabough, E.D.  
William C. Clabough  
Executive Director

STATE OF TENNESSEE

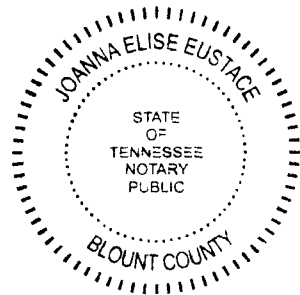
COUNTY OF Blount

Before me, the undersigned, a notary public of the state and county aforesaid, personally appeared **William C. Clabough**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged himself to be the Executive Director of **Foothills Land Conservancy**, a Tennessee non-profit corporation, the within named bargainor, and that he as such Executive Director executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Executive Director.

WITNESS my hand at office this 27 day of December, 2018.

Joanna Elise Eustace  
Notary Public

My Commission Expires: 9/27/22



## EXHIBIT A-1

### Savage Point Properties, LLC Property Description

**SITUATE**, lying, and being in the Second (2<sup>nd</sup>) Civil District of Sequatchie County, Tennessee; located on Douglas Lane, Tennessee State Route 8, and Highway 111; being part of Sequatchie County CLT Map 29, Parcel 13; and being more particularly described as follows:

**BEGINNING** at a 1/2" pipe (set) in the center of a gravel road being the westernmost corner of this described parcel; thence going with the Thomas A. Greer Jr. Trustees Heirs property N 34°41'00" E 1905.12 feet to a rock; thence N 30°22'08" E 677.61 feet to a rock; thence S 84°27'07" E 1058.40 feet to a rock; thence S 83°31'54" E 538.68 feet to a 1/2" rebar (found); thence leaving the Thomas A. Greer Jr. Trustees property and going with the Howard Joel Minton property S 17°26'03" E 453.34 feet to a 1/2" rebar (found); thence S 16°36'35" W 397.15 feet to a 1/2" pipe (set); thence leaving Minton and going with the Barrett Dunlap Ent LLC. property S 17°12'35" W 1374.91 feet to a 1/2" pipe (set); thence S 28°19'13" W 466.23 feet; thence S 84°49'05" E 3.65 feet to a 1/2" rebar (found); thence S 84°49'05" E 76.13 feet to a 1/2" rebar (found); thence S 66°44'38" E 119.78 feet to a 1/2" rebar (found); thence S 76°19'31" E 78.71 feet to a 1/2" pipe (set); thence S 05°26'27" W 61.22 feet to a 1/2" pipe (set); thence leaving Minton and going with the Barrett Dunlap Ent LLC property S 52°14'12" E 635.00 feet to a 1/2" rebar (found); thence leaving Barrett Dunlap Ent LLC and going with the Savage Point Partners property S 35°18'46" W 1107.93 feet to a 1/2" rebar (found); thence S 35°18'46" W 26.52 feet to an iron pin (found); thence N 74°56'16" W 23.53 feet to an iron pin (found); thence S 80°48'52" W 40.65 feet to an iron pin (found); thence S 49°25'55" W 54.96 feet to an iron pin (found); thence S 18°07'37" E 32.05 feet to a 3/8" rebar (found); thence S 31°10'07" E 237.82 feet to a 1/2" pipe (set); thence S 74°08'51" E 133.24 feet to a 1/2" pipe (set); thence S 29°53'38" E 133.92 feet to a 1/2" pipe (set); thence S 82°31'28" E 89.90 feet to a 1/2" pipe (set); thence N 70°50'53" E 57.25 feet to a 1/2" pipe (set); thence S 75°47'29" E 80.20 feet to a 1/2" pipe (set); thence leaving Savage Point Partners and going with the Howard Joel Minton property S 28°44'05" W 159.28 feet to a 1/2" pipe (set); thence S 24°36'54" E 472.53 feet to a 1/2" pipe (set); thence S 11°44'50" W 464.44 feet to a 1/2" pipe (set); thence S 67°06'49" E 369.09 feet to a 1/2" pipe (set); thence S 27°48'56" E 192.64 feet to a 1/2" pipe (set); thence S 11°38'58" W 151.55 feet to a 1/2" pipe (set); thence S 07°00'33" E 193.48 feet to a 1/2" pipe (set); thence S 21°40'04" E 352.59 feet to a 1/2" pipe (set); thence S 42°40'21" E 179.54 feet to a 1/2" pipe (set); thence S 08°49'13" E 250.10 feet to a 1/2" pipe (set); thence S 09°44'43" E 358.76 feet to a 1/2" pipe (set); thence S 42°38'01" E 498.82 feet to a 1/2" pipe (set); thence S 05°11'23" W 281.85 feet to a 1/2" pipe (set); thence S 63°34'42" E 148.25 feet to a 1/2" pipe (set); thence leaving Minton and going with the Howard J. Minton

property S 22°24'58" E 892.52 feet to a 1/2" rebar (found); thence S 62°18'08" E 1768.15 feet to a 3/4" rebar (found); thence leaving Minton and going with the Jeffrey Leo Dennis property S 04°59'30" W 1262.02 feet to an iron pin (found); thence leaving Dennis and going with the Davey L. Dennis and Ginger R. Dennis property S 06°22'13" W 504.42 feet to an iron pin (found); thence leaving Dennis and going with the northern right-of-way of Highway 111 N 73°00'28" W 100.23 feet to a concrete monument; thence S 19°39'01" W 70.10 feet to a concrete monument; thence N 66°16'30" W 2051.47 feet to a concrete monument; thence leaving Highway 111 and going with the remainder of The Maclellan Foundation Inc. property N 28°16'31" W 2272.83 feet to a point in a TVA power line; thence N 28°08'01" W 1664.48 feet to a point in the center of a gravel road; thence continuing with the same and generally following the center of the said road N 19°05'43" W 54.24 feet; thence N 01°23'05" E 146.28 feet; thence along a curve having an arc length of 169.71 feet, with a radius of 155.98 feet, and a chord of N 42°09'01" W 161.46 feet; thence N 69°04'10" W 345.34 feet; thence along a curve having an arc length of 163.17 feet, with a radius of 365.53 feet, and a chord of N 36°48'33" W 161.82 feet ; thence N 25°11'21" W 322.17 feet; thence along a curve having an arc length of 96.62 feet, with a radius of 245.28 feet, and a chord of N 32°33'14" W 95.99 feet; thence N 55°58'20" W 130.88 feet; thence along a curve having an arc length of 115.21 feet, with a radius of 172.00 feet, and a chord of N 35°47'13" W 113.07 feet; thence along a curve having an arc length of 216.91 feet, with a radius of 481.83 feet, and a chord of N 02°26'35" E 215.08 feet; thence N 16°57'01" W 115.18 feet; thence along a curve having an arc length of 145.94 feet, with a radius of 394.08 feet, and a chord of N 02°16'10" E 145.11 feet; thence N 13°17'46" E 171.17 feet; thence along a curve having an arc length of 352.30 feet, with a radius of 982.05 feet, and a chord of N 03°06'12" E 350.41 feet; thence N 05°31'39" W 253.05 feet; thence along a curve having an arc length of 268.29 feet, with a radius of 256.28 feet, and a chord of N 31°54'20" W 256.21 feet; thence N 67°03'51" W 151.29 feet; thence N 71°40'15" W 214.71 feet; thence along a curve having an arc length of 191.27 feet, with a radius of 198.67 feet, and a chord of N 46°18'02" W 183.97 feet; thence N 11°50'06" W 208.82 feet; thence along a curve having an arc length of 208.18 feet, with a radius of 426.71 feet, and a chord of N 25°36'26" W 206.12 feet; thence N 42°05'17" W 219.96 feet; thence N 39°50'59" W 298.28 feet; thence along a curve having an arc length of 202.48 feet, with a radius of 231.82 feet, and a chord of N 06°10'27" W 196.11 feet; thence N 17°23'06" E 256.62 feet; thence along a curve having an arc length of 316.15 feet, with a radius of 1026.85 feet, and a chord of N 05°28'53" E 314.91 feet; thence N 04°47'23" W 138.91 feet; thence N 07°55'15" W 252.98 feet; thence N 14°26'55" W 59.78 feet; thence N 27°06'52" W 205.79 feet; thence N 39°43'57" W 39.22 feet; thence N 45°28'24" W 27.30 feet **to the beginning** being 534.25 acres as surveyed by Christopher M. Vick, Tennessee RLS #2164, on 21 November 2018.

**BEING** the same property conveyed to Grantor by instrument of record in **Book 376, Page 735**, in the Register of Deeds Office for Sequatchie County, Tennessee.

THE PREPARER OF THIS INSTRUMENT MAKES NO REPRESENTATION REGARDING THE ACCURACY OF THE PROPERTY DESCRIPTIONS SET FORTH ABOVE, NOR DOES THE PREPARER OF THIS INSTRUMENT MAKE ANY REPRESENTATION REGARDING THE STATE OF TITLE TO THE PROPERTY, THE DESCRIPTION HAVING BEEN PREPARED BY OTHERS, AND NO TITLE WORK HAVING BEEN PERFORMED BY SUCH PREPARER.

**EXHIBIT A-2**

**Savage Point Properties, LLC  
Drawing of the Property**

*(Drawing is attached immediately behind this page)*



# Savage Point Properties LLC Conservation Easement Sequatchie Co, TN -- Boundary Map



This map was created by the Foothills Land Conservancy (FLC) for reference purposes only. The conservation easement boundary depicted herein is a representation and is not an actual easement boundary survey. It was compiled from the most authentic information available and is believed to be accurate. The FLC is not responsible for any errors or omissions contained herein.

Map prepared by Shelby Lyn Sanders, 10.22.2018

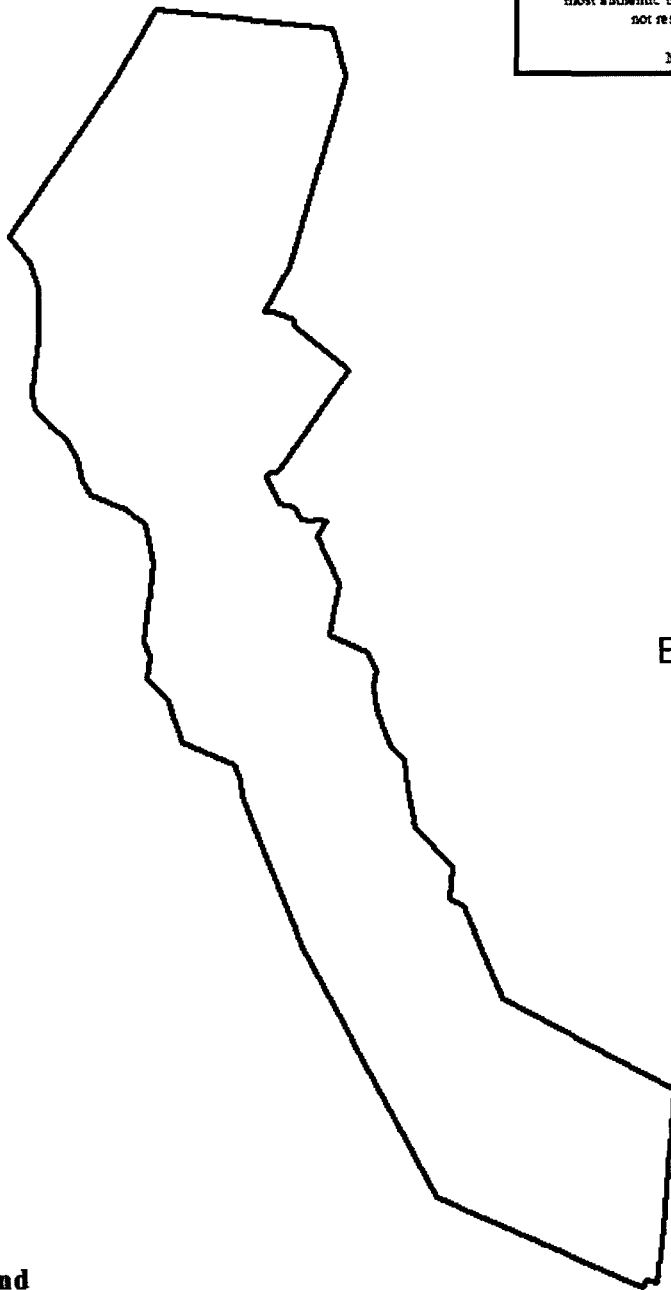


Exhibit A-2

### Legend

 Savage Point Properties LLC

0 0.1 0.2 0.4 0.6  
Miles

**EXHIBIT B**

**Savage Point Properties, LLC**  
**Drawing Depicting Homesites**  
*(Drawing is attached immediately behind this page)*



# Savage Point Properties LLC Conservation Easement Sequatchie Co, TN -- House Sites Map



This map was created by the Foothills Land Conservancy (FLC) for reference purposes only. The conservation easement boundary depicted herein is a representation and is not an actual easement boundary survey. It was compiled from the most authentic information available and is believed to be accurate. The FLC is not responsible for any errors or omissions contained herein.

Map prepared by Shelby Lyn Sanders, 12.3.2018

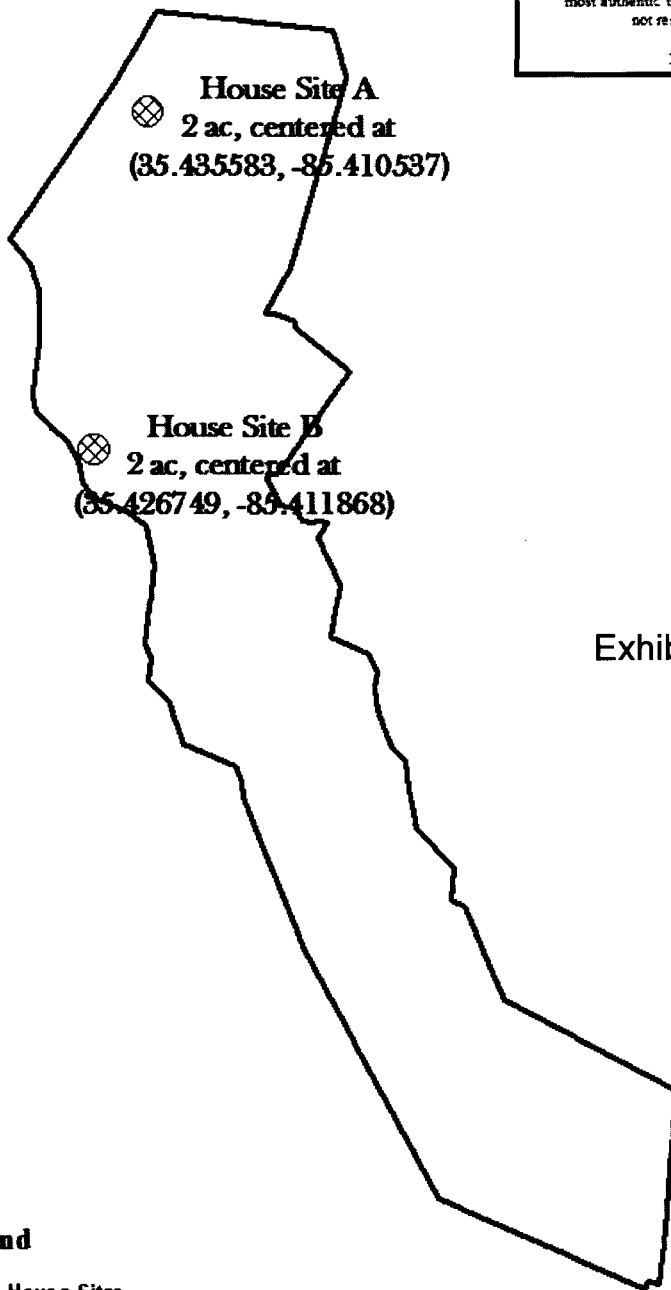


Exhibit B

## Legend

-  House Sites
-  Savage Point Properties LLC





## **EXHIBIT C**

### **Savage Point Properties, LLC Legal Description of Homesites**

#### **Homesite A:**

**TO FIND THE POINT OF BEGINNING**, start at the centerpoint of a circular tract, such centerpoint having coordinates of Latitude  $35^{\circ}26'08.099''$  (35.435583) North and Longitude  $85^{\circ}24'37.933''$  (85.410537) West, thence Due North for a distance of 166.53' to a calculated point in the circumference of said circular tract, the **POINT OF BEGINNING**, thence from said POB with the edge of said circle, in a clockwise direction, a circle having a circumference of 1,046.34' to the said Point of Beginning, said circular tract having an area of approximately 2.0 acres.

#### **Homesite B:**

**TO FIND THE POINT OF BEGINNING**, start at the centerpoint of a circular tract, such centerpoint having coordinates of Latitude  $35^{\circ}25'36.296''$  (35.426749) North and Longitude  $85^{\circ}24'42.725''$  (85.411868) West, thence Due North for a distance of 166.53' to a calculated point in the circumference of said circular tract, the **POINT OF BEGINNING**, thence from said POB with the edge of said circle, in a clockwise direction, a circle having a circumference of 1,046.34' to the said Point of Beginning, said circular tract having an area of approximately 2.0 acres.

**AFFIDAVIT OF CONSIDERATION**

STATE OF Tennessee

COUNTY OF Blount

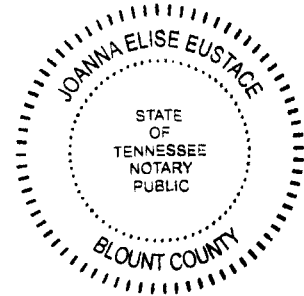
I hereby swear or affirm that the actual consideration for the conveyance set forth above is \$ -0-.

W.C. Debraff, Jr. EITP  
Affiant

Sworn to and subscribed before me, a Notary Public, the 27 day of December 2018.

J. E. Eustace  
Notary Public

My Commission expires: 9/27/22



**QUIT-CLAIM DEED**

For and in consideration of the sum of One (\$1.00) Dollar, cash in hand paid, together with other good and valuable consideration not herein mentioned, receipt of all of which is hereby acknowledged, **THE MACLELLAN FOUNDATION, INC., a Tennessee non-profit corporation, (“Grantor”)**, has this day bargained and sold and by these presents does hereby bargain, sell, transfer, quit-claim and convey unto **SAVAGE POINT PROPERTIES LLC, a Tennessee limited liability company, (“Grantee”)**, its successors and assigns, the following described tract or parcel of land, lying and being in the **SECOND CIVIL DISTRICT of Sequatchie County, Tennessee**, bounded and described as follows:

**CONTROL MAP 029, PART of PARCEL 013.00**

**SEE EXHIBIT “A” ATTACHED HERETO AND  
INCORPORATED HEREIN BY REFERENCE THERETO.**

Being part of the same property acquired by The Maclellan Foundation, Inc., by virtue of a deed dated March 23, 2010, from Thomas H. Lowe, Trustee, of record in Book 271, pages 358, et seq., Register’s Office, Sequatchie County, Tennessee.

Grantor conveys unto Grantee all easements and appurtenant rights to and regarding the real property described on Exhibit A, of whatsoever kind, and whether recorded or unrecorded, and all mineral, timber and water rights of whatsoever kind and however situated, but only such of the same to which Grantor has title. Further, this conveyance and instrument are subject to all easements of record.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**The Maclellan Foundation, Inc.**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**This instrument prepared by:  
LOONEY, LOONEY & CHADWELL, PLLC  
156 Rector Avenue, Crossville, Tennessee 38555**

State of \_\_\_\_\_ )  
 )  
County of \_\_\_\_\_ )

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared \_\_\_\_\_, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be \_\_\_\_\_ of **The Maclellan Foundation, Inc., a Tennessee non-profit corporation**, and that he as such \_\_\_\_\_, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as \_\_\_\_\_.

WITNESS my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 2018.

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

My commission expires: \_\_\_\_\_

The name and address of a property owner is:

The name and address of the person or entity responsible for payment of real property taxes is:

\_\_\_\_\_  
Savage Point Properties LLC

\_\_\_\_\_  
SAME

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This instrument was prepared at the specific request of the parties, based solely upon information supplied by one or more of the parties to this instrument, and without examination of title or being furnished a survey. The preparer makes no representations or warranties as to the accuracy of the description or the status of the title to the property. The preparer of this instrument assumes no liability for any errors, inaccuracies, or omissions in this instrument resulting from the information provided, and the parties hereto signify their assent to this disclaimer by the execution and the acceptance of this instrument. The parties to this instrument have not sought or obtained from the preparer any advice regarding the possible tax consequences, if any, of this transaction and no such advice has been furnished by the preparer.

**AFFIDAVIT OF CONSIDERATION**

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$  - 0 - , which amount is equal to or greater than the amount which property transferred would command at a fair, voluntary sale.

\_\_\_\_\_

**Affiant**

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_,  
2018.

\_\_\_\_\_

NOTARY PUBLIC

My commission expires: \_\_\_\_\_

## EXHIBIT A

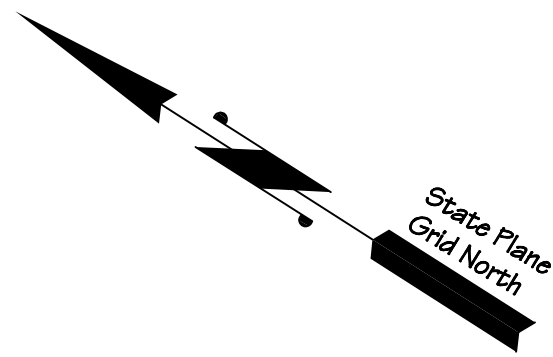
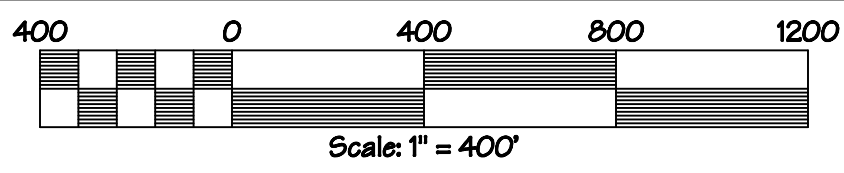
Beginning at an iron pin (found) in the northern right-of-way of Highway 111; thence going with the said road right-of-way N 70°28'42" W 100.23 feet to a concrete monument; thence S 22°10'47" W 70.10 feet to a concrete monument; thence continuing with the same N 63°44'44" W 2051.47 feet to a concrete monument; thence leaving the road and going with the remainder of The Maclellan Foundation Inc. property N 25°44'45" W 2557.63 feet to a point in the TVA powerline; thence N 19°25'52" W 1462.08 feet to a point in the center of an old road bed; thence continuing with the same and generally following the center of the said road bed (the location of the road bed was derived from the USGS topographic map and has not been field verified) N 02°19'51" W 137.92 feet; thence N 19°00'42" W 144.48 feet; thence N 63°34'53" W 507.91 feet; thence N 17°21'19" W 415.46 feet; thence N 46°32'45" W 254.92 feet; thence N 10°39'50" E 214.12 feet; thence N 18°50'07" W 139.06 feet; thence N 09°52'34" E 344.02 feet; thence N 09°01'26" E 371.44 feet; thence N 08°03'13" W 363.68 feet; thence N 55°12'36" W 221.28 feet; thence N 64°55'38" W 333.54 feet; thence N 34°11'48" W 161.35 feet; thence N 06°30'57" W 203.00 feet; thence N 27°40'37" W 207.64 feet; thence N 45°38'46" W 178.16 feet; thence N 39°04'03" W 212.59 feet; thence N 13°38'27" W 125.90 feet; thence N 07°48'25" E 189.37 feet; thence N 11°22'34" E 312.60 feet; thence N 02°18'17" E 458.27 feet; thence N 17°15'44" W 249.14 feet; thence N 38°11'48" W 288.98 feet; thence leaving the road and Maclellan and going with the Thomas A. Greer Jr. Trustees Heirs property N 37°10'45" E 1767.18 feet to a rock; thence N 32°54'10" E 678.00 feet to a rock; thence S 81°54'24" E 1059.73 feet to a rock; thence S 81°00'14" E 539.14 feet to an iron pin (found); thence leaving Greer and going with the Howard Joel Minton property S 14°52'48" E 453.29 feet to an iron pin (found); thence S 19°16'52" W 398.75 feet to an iron pin (found); thence leaving Minton and going with the Howard Minton property S 19°44'21" W 1374.91 feet to an iron pin (found); thence S 30°50'59" W 466.30 feet to an iron pin (found); thence S 83°16'08" E 80.12 feet to an iron pin (found); thence S 64°03'45" E 119.81 feet to an iron pin (found); thence S 73°03'12" E 78.64 feet to an iron pin (found); thence S 07°58'14" W 61.22 feet to an iron pin (found); thence leaving Minton and going with the Barrett Dunlap Ent LLC property S 49°42'25" E 635.00 feet to an iron pin (found); thence leaving Dunlap and going with the Savage Point Partners property S 37°52'01" W 1107.98 feet to an iron pin (found); thence S 37°52'01" W 26.65 feet to an iron pin (found); thence N 72°24'30" W 23.01 feet to an iron pin (found); thence S 83°20'38" W 40.65 feet to an iron pin found; thence S 51°57'41" W 54.96 feet to an iron pin (found); thence S 13°33'43" E 32.70 feet to an iron pin (found); thence S 28°56'46" E 237.48 feet to an iron pin (found); thence S 71°37'05" E 133.24 feet to an iron pin (found); thence S 27°21'52" E 133.92 feet to an iron pin (found); thence S 79°59'41" E 89.90 feet to an iron pin (found); thence N 73°22'40" E 57.25 feet to an iron pin (found); thence S 73°15'43" E 80.20 feet to an iron pin (found); thence leaving Savage Point Partners and going with the Howard Joel Minton property S 31°15'51" W 159.28 feet to an iron pin (found); thence S 22°05'08" E 472.53 feet to an iron pin (found); thence S 14°16'36" W 464.44 feet to an iron pin (found); thence S 64°35'03" E 369.09 feet to an iron pin (found); thence S 25°17'10" E 192.64 feet to an iron pin (found); thence S 14°10'44" W 151.55 feet to an iron pin (found); thence S 04°28'46" E 193.48 feet to an iron pin (found); thence S 19°08'17" E 352.59 feet to an iron pin (found); thence S 40°08'35" E 179.54 feet to an iron pin (found); thence S 06°17'27" E 250.10 feet to an iron pin (found); thence S 07°12'57" E 358.76 feet to an iron pin (found); thence S 40°06'15" E 498.82 feet to an iron pin (found); thence S 07°43'09" W 281.85 feet to an iron pin (found); thence S 61°02'56" E 148.25 feet to an iron pin

(found); thence leaving Minton and going with the Howard J. Minton property S 19°53'12" E 892.52 feet to an iron pin (found); thence S 59°46'21" E 1768.15 feet to an iron pin (found); thence leaving Minton and going with the Jeffrey Leo Dennis property S 07°31'16" W 1262.02 feet; thence leaving Dennis and going with the Davey L. Dennis and Ginger R. Dennis property S 08°53'59" W 504.42 feet to the beginning being 509± acres. This description was derived from a survey performed by TA Surveys, LLC, and has not been field verified by Vick Surveying, LLC.

# **APPENDIX 7**

## **SURVEY OF PROPERTY**



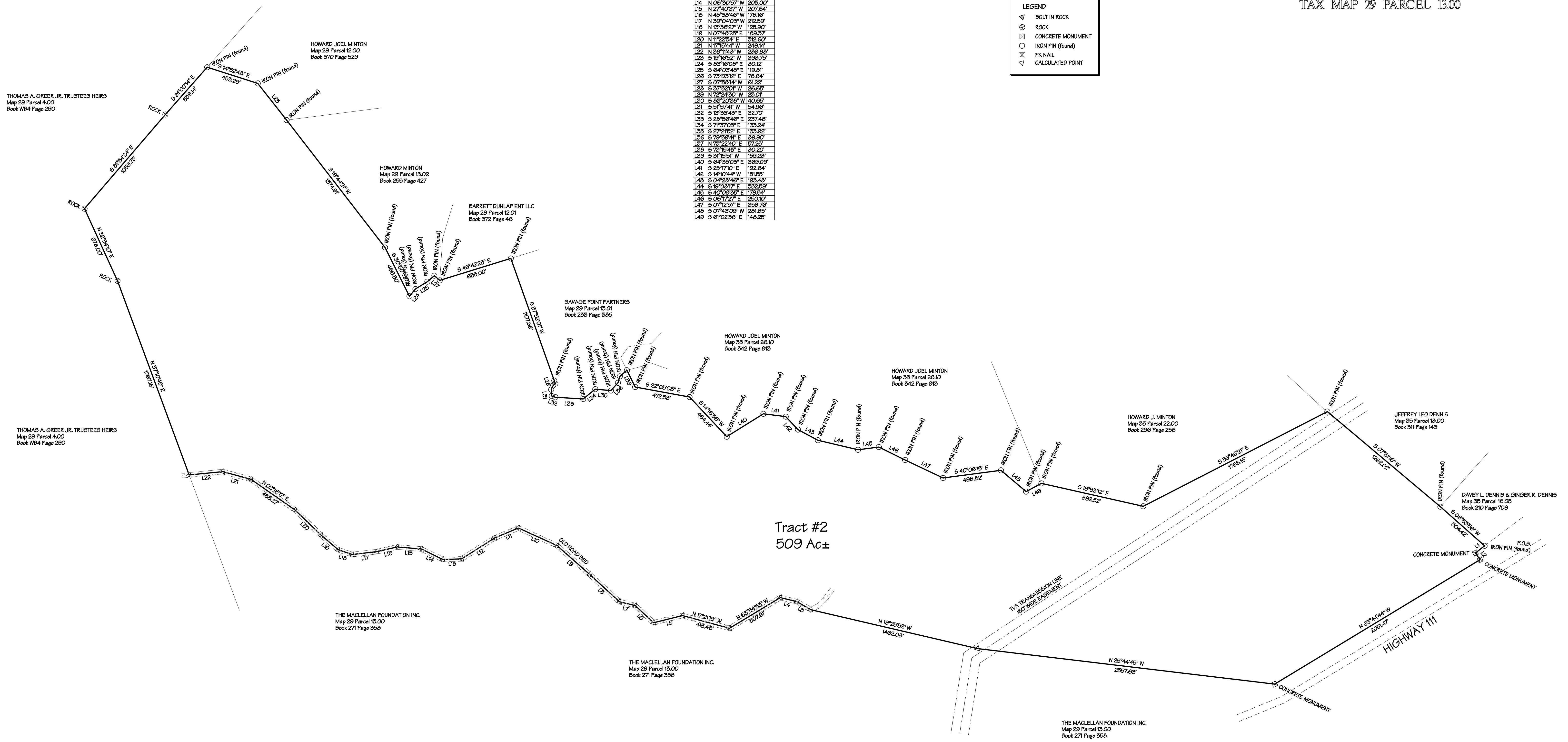


THE MACLELLAN FOUNDATION INC. PROPERTY  
 DOUGLAS LANE/TN SR 8/HIGHWAY 111  
 2ND CIVIL DISTRICT  
 SEQUATCHIE COUNTY, TENNESSEE  
 DATE: 01 OCTOBER 2018  
 TOTAL ACRES 509+/-  
 DEED REF: BOOK 271 PAGE 358  
 TAX MAP 29 PARCEL 13.00

LINE	BEARING	DISTANCE
L1	N 70°29'42" W	100.22'
L2	S 22°14'47" W	70.17'
L3	N 02°19'51" W	137.92'
L4	N 19°00'42" W	144.48'
L5	N 49°32'45" W	254.92'
L6	N 10°39'50" E	214.12'
L7	N 18°50'07" W	199.06'
L8	N 09°23'34" E	244.02'
L9	N 09°01'26" E	371.44'
L10	N 08°03'03" W	365.66'
L11	N 55°42'36" W	221.28'
L12	N 64°59'59" W	333.54'
L13	N 34°11'48" W	161.39'
L14	N 06°30'57" W	203.00'
L15	N 27°47'07" W	271.64'
L16	N 45°38'46" W	178.16'
L17	N 39°04'03" W	212.59'
L18	N 13°59'27" W	125.90'
L19	N 07°46'25" E	169.37'
L20	N 11°22'34" E	312.60'
L21	N 17°54'44" W	249.14'
L22	N 36°11'48" W	298.98'
L23	S 19°16'52" W	336.75'
L24	S 85°16'08" E	60.12'
L25	S 64°03'48" E	119.91'
L26	S 73°03'12" E	78.64'
L27	S 07°58'14" W	61.22'
L28	S 37°52'01" W	26.65'
L29	N 72°24'50" W	23.01'
L30	S 89°27'39" W	40.66'
L31	S 81°57'44" W	54.96'
L32	S 19°33'43" E	52.70'
L33	S 28°56'46" E	237.48'
L34	S 71°07'05" E	133.24'
L35	S 07°15'52" E	133.92'
L36	S 79°59'41" E	89.90'
L37	N 78°22'40" E	57.25'
L38	S 78°18'48" E	30.37'
L39	S 51°15'51" W	159.28'
L40	S 64°36'03" E	369.03'
L41	S 28°17'01" E	152.64'
L42	S 14°10'44" W	151.55'
L43	S 04°28'46" E	193.48'
L44	S 19°08'17" E	252.59'
L45	S 40°39'59" E	179.94'
L46	S 06°17'27" E	250.10'
L47	S 07°12'27" E	358.76'
L48	S 07°43'03" W	291.85'
L49	S 61°02'56" E	148.25'

LEGEND

- ▲ BOLT IN ROCK
- ⊕ ROCK
- ⊙ CONCRETE MONUMENT
- IRON PIN (found)
- ⊗ PK NAIL
- △ CALCULATED POINT



Tract #2  
 509 Ac±

This survey as shown was derived from a survey performed by TA Surveys, LLC, and has not been field verified by Vick Surveying, LLC. The location of the old road bed has been derived from a USGS Topographic map and has not been field verified by Vick Surveying LLC.

Note: The plat drawn hereon is subject to regulatory authority and is subject to change according to physical evidence. (i.e. blufflines, painted lines, roads, lakes, ponds, indicia of ownership, etc.)

Note: This property may be subject to utility ingress/egress and/or right-of-ways.

I hereby certify that this is a category II survey and that the ratio of precision of the unadjusted survey is at minimum 1:7500 as shown hereon and has been performed in compliance with current Tennessee Minimum Standards of Practice.

This is a boundary line survey. There is absolutely no certification made as to the existence or non-existence of the following: wetlands; easements or rights-of-way unless otherwise noted hereon; sub-surface utilities or streams; above ground utilities other than those which are clearly shown and labeled as such hereon; buildings, structures, ponds, lakes or streams other than those which are clearly shown and labeled as such hereon; flood areas or designated flood zones unless otherwise noted; or any and all other land features that could be deemed topographic.

Note: Every document of record reviewed and considered as a part of this survey is noted hereon. This survey is prepared from the current deed of record and does not represent a title search or a guarantee of title and is subject to any state of facts that a current accurate title search will reveal.

Christopher M. Vick, RLS #2164  
 VICK SURVEYING, LLC  
 2772 Hidden Cove Road, Cookeville, TN 931-372-1286

**Sequatchie (077)**

**Tax Year 2024 | Reappraisal 2023**

Jan 1 Owner  
 SAVAGE POINT PROPERTIES LLC  
 145 JOHN DAVENPORT DRIVE  
 ROME GA 30165

Current Owner  
 145 JOHN DAVENPORT DRIVE  
 ROME GA 30165

**DOUGLAS LN**

Ctrl Map:	Group:	Parcel:	PI:	SI:
029		013.00		000

**Value Information**

<b>Land Market Value:</b>	\$2,034,100	<b>Land Use Value:</b>	\$354,400
<b>Improvement Value:</b>	\$0	<b>Improvement Value:</b>	\$0
<b>Total Market Appraisal:</b>	\$2,034,100	<b>Total Use Appraisal:</b>	\$354,400
		<b>Assessment Percentage:</b>	25%
		<b>Assessment:</b>	\$88,600

**Subdivision Data**

**Subdivision:**

SAVAGE POINT PARTNERS

<b>Plat Book:</b>	<b>Plat Page:</b>	<b>Block:</b>	<b>Lot:</b>
C	187		

**Additional Information**

FOOTHILLS LAND CONSERVANCY CONSERVATION EASEMENT 377-597

**General Information**

<b>Class:</b> 12 - Forest	<b>City:</b>
<b>City #:</b>	<b>Special Service District 2:</b> 000
<b>Special Service District 1:</b> 000	<b>Neighborhood:</b> R02
<b>District:</b> 02	<b>Number of Mobile Homes:</b> 0
<b>Number of Buildings:</b> 0	<b>Utilities - Electricity:</b> 01 - PUBLIC
<b>Utilities - Water/Sewer:</b> 12 - NONE / NONE	<b>Zoning:</b>
<b>Utilities - Gas/Gas Type:</b> 00 - NONE	

**Outbuildings & Yard Items**

Building #	Type	Description	Units
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**Sale Information**

Long Sale Information list on subsequent pages

**Land Information**

Long Land Information list on subsequent pages

**Sale Information**

Sale Date	Price	Book	Page	Vacant/Improved	Type Instrument	Qualification
3/1/2019	\$0	379	831		GB - GREENBELT APPLICATION	-
12/28/2018	\$0	377	597		ES - EASEMENT	-
11/28/2018	\$0	376	735		QC - QUITCLAIM DEED	-
3/23/2010	\$100,000	271	358	V - VACANT	TD -	I - FINANCIAL INSTITUTION
9/17/2008	\$10,000	255	439		RO -	K - RIGHT-OF-WAY SALE
7/16/2008	\$5,370,000	248	464	V - VACANT	WD - WARRANTY DEED	N - NON-ARM'S LENGTH
10/10/2007	\$4,323,144	236	539	V - VACANT	WD - WARRANTY DEED	N - NON-ARM'S LENGTH
7/31/2007	\$2,004,101	233	385	V - VACANT	WD - WARRANTY DEED	A - ACCEPTED

**Land Information**

Deed Acres: 534.29	Calculated Acres: 534.25	Total Land Units: 534.25
Land Code	Soil Class	Units
62 - WOODLAND 2	A	200.00
62 - WOODLAND 2	G	138.25
62 - WOODLAND 2	P	176.00
23 - NONPROD		20.00

Law Offices  
**LOONEY, LOONEY & CHADWELL, PLLC**  
156 Rector Ave.  
Crossville, TN 38555

Phone 931-484-7129

Fax 931-484-5251

**ATTORNEY'S PRELIMINARY REPORT ON TITLE**

TO: **MR. JORDAN KNIGHT, ESQ.**

RE: **MAP 29, PARCEL 13.00**

Based upon a personal examination of the public records for a period of thirty (30) years preceding the date of this certificate affecting the title to the real estate described on Exhibit "A" attached to this Attorney's Preliminary Report on title, the undersigned certifies to the above-named addressee that marketable fee simple title to the real property described on Exhibit "A" is vested in **The Maclellan Foundation, Inc.**, by virtue of the instrument referenced in Exhibit "A" and subject to the matters appearing on Exhibit "B" and the following matters:

1. The lien of Sequatchie County real property taxes for the year 2018, not yet due nor payable and subsequent years for Map 29, Parcel 13.00. The taxes for 2017 were paid in the amount of \$3,074.00 on February 5, 2018, Receipt #10983.
2. No liens or Trust Deeds found, please verify with the Borrower.
3. Pursuant to application for Greenbelt status at Greenbelt Book 281, page 433, Register's Office, Sequatchie County, Tennessee, this property is subject to roll-back taxes under T.C.A. Section 67-5-1008 if it ceases to qualify under the Greenbelt status.
4. Easements and all other matters appearing on the Plat of record at Plat Book C, Pages 179, 187 and 361, Register's Office, Sequatchie County, Tennessee.
5. Easement of record at Book 284, page 398, Register's Office, Sequatchie County, Tennessee.
6. Subject to Mineral Deed to Black Stone Minerals Company, L.P., of record in Book 121, page 605, Register's Office, Sequatchie County, Tennessee. See also mineral assessment at Map 29, Parcel 13.00M, Assessor's Office, Sequatchie County, Tennessee.
7. Subject to Right-of-way shown as Old Savage Road per said plat for ingress and egress as shown by plat of record in Plat Book C, page 179, Register's Office, Sequatchie County, Tennessee.
8. Subject to a TVA Transmission Line Right of Way as set out in Plat Book C, page 179 and Plat Book C, page 187, Register's Office, Sequatchie County, Tennessee.
9. Subject to Lease of Minerals between Singer Brothers and Blackstone Mineral Company to Mr. Rock, LLC, of record in Book 235, page 692, Register's Office, Sequatchie County, Tennessee.

10. Subject to Assignment of Mineral Rights Lease of record in Book 236, page 122 and in Book 236, page 130, Register's Office, Sequatchie County, Tennessee.
11. Subject to easement restrictions and rights as contained in deed recorded in Book 120, page 319, Register's Office, Sequatchie County, Tennessee.
12. Subject to the rights of others in and to minerals with rights in, on and under the subject real property and rights of access to the same.
13. Subject to that certain conveyance regarding easement of record at Book 236, page 119, Register's Office, Sequatchie County, Tennessee.
14. Subject to easements as set forth in Book 236, page 539, Register's Office, Sequatchie County, Tennessee.
15. Subject to plats of record at Plat Book C, pages 236, et seq., and the platted lots and roads thereon. See also purported cancellation, of record at Book 272, page 279, Register's Office, Sequatchie County, Tennessee.
16. Subject to Assignment of Lease of Mineral Rights of record at Book 248, page 461, Register's Office, Sequatchie County, Tennessee.

This Certificate is dated as of the 21<sup>st</sup> day of September, 2018 at 8:00 A.M.

**LOONEY, LOONEY & CHADWELL, PLLC**

BY: \_\_\_\_\_

**Kenneth M. Chadwell, Attorney**

**EXHIBIT "B"**  
(Additional Exceptions)

1. Any lien or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
2. The rights of parties in possession, encroachments, overlaps, overhangs, unrecorded easements, violated restrictions, boundary line disputes, or any matter not of record which would be disclosed by an accurate and certified transit survey and/or visual inspection of the premises. This certificate will not insure the acreage or area contained in a given tract nor the accuracy of location of boundary lines, nor the location or contiguity of the interior lines of any parcels making up such premises.
3. Easements, or claims of easements, not shown by the public records.
4. The rights of upper and lower riparian owners. The potential riparian rights, if any, are neither guaranteed nor certified.
5. Any instrument in the chain of title being a forgery or having been procured by fraud.
6. Any impropriety in the delivery of any deed in the chain of title.
7. The incompetence or minority of any person executing any instrument in the chain of title.
8. Lack of corporate capacity or the proper corporate authorization for the execution of any instrument in the chain of title executed by a corporation.
9. Any claim or ownership interest of undisclosed heirs and the omission by any such heirs of the execution of any instrument in the chain of title.
10. The effect of any laws, ordinances, governmental regulations, the power of eminent domain, or governmental exercise of the police power, that may affect the subject property.
11. Marital rights of any undisclosed spouse of any grantor executing instruments in the chain of title who did not join in the conveyance of the subject property.
12. Any federal litigation or bankruptcy proceedings affecting title to the subject property for which there is nothing of record in the Register's Office of the County where the land lies to indicate the pendency and/or status of such litigation or proceedings.
13. Subject to the proper indexing of all instruments in the chain of title in the Register's Office of the County where the land lies.
14. Any potential rollback taxes which may be imposed pursuant to the Agricultural, Forest and Open Space Land Act of 1976, codified at Tennessee Code Annotated §67-5-101, et seq.
15. All oil, gas, or other minerals that are, or may be, claimed by others.
16. Such state of facts and/or circumstances as may be known to the addressees of this Report on Title and their privies for whom this opinion is prepared which may be contrary to or inconsistent with the findings herein expressed, which facts and/or circumstances have not been made known to the undersigned.
17. The effects of the Subdivision Regulations of the Sequatchie County Regional Planning Commission and Regional and Municipal Planning Statutes codified in Chapters 3 and 4 of Title 13 of the Tennessee Code Annotated, and any amendments thereto, upon or with regard to the subject real property, including, but not limited to, any loss, damages or claims arising from failure to comply to said regulations and statutes or failure to obtain authorization under said regulations and statutes for the subdivision of the real property or the division of the subject real property from a larger tract of property.

**CONSERVATION EASEMENT  
BASELINE DOCUMENTATION REPORT  
SAVAGE POINT PROPERTIES, LLC  
SEQUATCHIE COUNTY, TENNESSEE  
12-28-18**



Prepared by  
Lead Author  
Tom Howe, Biologist  
**Foothills Land Conservancy, Rockford, Tennessee**

**BASELINE DOCUMENT REPORT  
SAVAGE POINT PROPERTIES, LLC  
CONSERVATION EASEMENT**

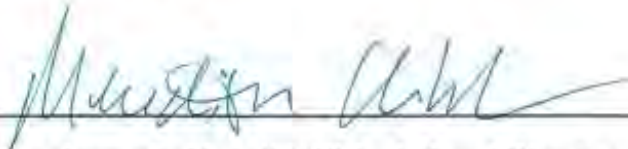
**Baseline data for Conservation Easement granted by Savage Point Properties, LLC in Sequatchie County, Tennessee, to Foothills Land Conservancy.**

**Prepared by:**



---

**Lead Author: Tom Howe, Biologist  
Foothills Land Conservancy**



---

**Document Development: Meredith Clebsch, Land Director  
Foothills Land Conservancy**

**Contributing Authors**

**Meredith Clebsch** – supervised development of document.

**Shelby Lyn Sanders** – maps, document review

**Matthew Moore** – document review

**(See Preparer Qualifications below)**



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# PROJECT BRIEF

**Size:** Approximately 534.25 acres

**Location:** Sequatchie County, TN

**USGS Quad:** Savage Point, TN

**Elevation:** c. 950' to 2,080' above mean sea level

**Watershed:** HUC 8: Sequatchie (06020004), HUC 12: Big Brush Creek (060200040106)

**Level IV Ecoregions:** Cumberland Plateau #68a and Plateau Escarpment #68c

The Savage Point Properties, LLC property (henceforth “the Property”) consists of approximately 534.25 acres of mostly oak forest, mesic forest and pine plantation stretched for 2.25 miles above and below the Cumberland Escarpment northwest of Dunlap, TN and east of TN Hwy 8 (coterminous with Hwy 111). Two small creeks originate within the Property flowing east-southeast out of the Property into Big Brush Creek.

The Property is being preserved for 1) its relatively natural habitat corridor for the wildlife, Neotropical breeding birds and the rich plant life and GCN (Greatest Conservation Need) species it potentially supports; 2) open space, including a State Wildlife Action Plan (SWAP) forests, the Cumberland Seepage Forest, proximity to karst habitat, plus the scenic ridgeline presented to the public from the Sequatchie Valley below. It is within recognized priority conservation areas including The Nature Conservancy’s (TNC) freshwater area Sequatchie River/Tennessee River above Guntersville (Fig. 1).

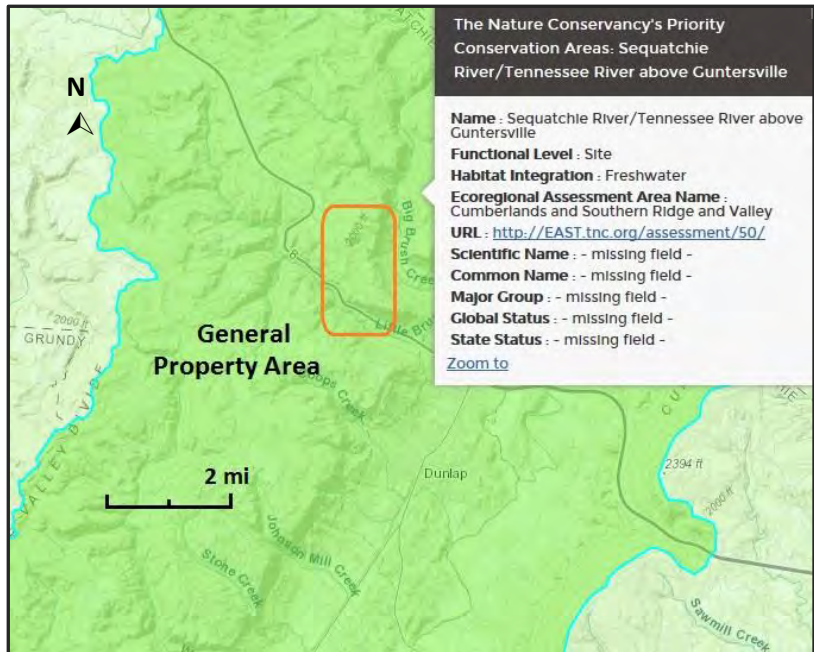


Figure 1 Sequatchie River/Tennessee River above Guntersville Conservation Area in Green (NatureServe 2018a)

## BACKGROUND INFORMATION

### OWNER ACKNOWLEDGEMENT OF CONDITION

This inventory is an accurate representation of the Protected Property at the time of the conveyance of the easement.

Date

12/28/2018

For the Grantor:


**Savage Point Properties LLC**

By: Blackland Group, LLC

Its: Agent

**Blackland Group, LLC**

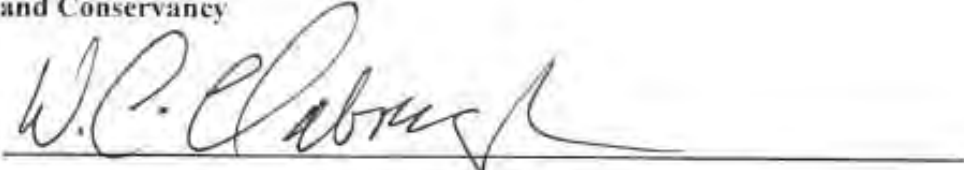
By:

  
A. Kyle Carney, Manager

For the Grantee:

**Foothills Land Conservancy**

By:

  
William C. Clabough, Sr., Executive Director

### OWNERSHIP INFORMATION

Attn: A. Kyle Carney  
Savage Point Properties LLC  
15 Professional Court  
Rome, Georgia 30165

## **PURPOSE AND SUMMARY OF CONSERVATION EASEMENT PROVISIONS**

It is the purpose of this Easement to assure that the Property will be retained forever in its current natural, scenic, forested, and/or open land condition and to prevent any use of the Property that will impair or interfere with the Conservation Values of the Property, subject only to the terms and provisions set forth herein. Grantor intends that this Easement will allow the use of the Property for such activities that are not inconsistent with the purposes of this Easement, including, without limitation, those involving agricultural and forest management, fire management and control, wildlife habitat improvement, hiking, and other private recreational uses that are not inconsistent with the purposes of this Easement.

**Sections 3 and 4 of the Conservation Easement (CE) document contain the major provisions. The CE is attached herein as Exhibit A.**

## **SIGNIFICANCE OF THE PROPERTY**

### ***The Foothills Land Conservancy Corporate Mission***

The Foothills Land Conservancy is a tax-exempt, non-profit land conservation organization. Article V, Section 1 of the Foothills Land Conservancy Charter of Incorporation states that its purpose and objectives are to “work with public agencies, preservation and conservation-oriented organizations, property owners, and the interested public to encourage the preservation of natural and productive lands which contribute to the unique character and heritage of the foothills of the Great Smoky Mountains. The corporation will work to protect, preserve or enhance the land, water, geological, biological, historical, architectural, archeological, cultural or scenic resources of the foothills area and productive values of such lands in a manner consistent with its purpose and the purposes reflected in Tennessee Code Annotated, Section 64-9-301 et seq. (now 66-9-301 et seq.) and in conformance with Section 501c(3) of the Internal Revenue Code.” Section 3 further states the Conservancy is “to acquire, through gift, sale or other lawful means, interests in real property as necessary and convenient to protect such characteristics, which may include but are not limited to agricultural productivity, ecological integrity, historic characters, or managed public access.” This easement meets the purpose of the organization by conserving land, watershed, forestry, ecological and historical values.

### ***Tennessee Agricultural, Forestry and Open Space Resource Preservation Act***

Tennessee Code Annotated 67-5-1002 states, “The general assembly finds that: (1) The existence of much agricultural, open space and forest lands is threatened by pressure from urbanization, scattered residential and commercial development, and the system of property taxation . . . . (2) The preservation of open space in or near urban areas contributes to: (A) The use, enjoyment and economic value of surrounding residential, commercial, industrial or public lands; (B) The conservation of natural resources, water, air, and wildlife; (C) The planning and preservation of and open condition for the general welfare; (D) A relief from the monotony of continued urban sprawls; and (E) An opportunity for the study and enjoyment of natural areas by urban and suburban resident.” This conservation easement serves the open space, habitat protection, watershed protection, and offset of development pressure needs of the state of Tennessee.

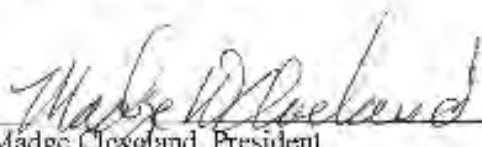
### ***Tennessee Conservation Easement Act of 1981***

Tennessee Code Annotated 66-0-302 states, “It is the finding of the general assembly that the protection of the state’s land, water, geological, biological, historical, architectural, archaeological, cultural, and scenic resources is desirable for the purposes of maintaining and preserving the state’s natural and cultural heritage, and for assuring the maintenance of the state’s natural and social diversity and health, and for encouraging the wise management of productive farm and forest land.” This conservation easement is pursuant to that act.

**FOOTHILLS LAND CONSERVANCY BOARD OF DIRECTOR'S RESOLUTION  
ACCEPTING CONSERVATION EASEMENT**

Date: 11/8/2018

The Board of Directors of the Foothills Land Conservancy, a private non-profit corporation, hereby authorizes the acceptance of a conservation easement if offered from Savage Point Properties, LLC, Squatchie County, Tennessee.

  
\_\_\_\_\_  
Madge Cleveland, President

  
\_\_\_\_\_  
Mark Jendrek, Secretary

**MINUTES OF MEETING AT WHICH THE EASEMENT WAS ACCEPTED**  
 (excerpted)

**Foothills Land Conservancy (FLC)**

**Minutes of the Meeting of the Board of Directors of the Foothills Land Conservancy  
 November 8, 2018, at the offices of FLC, 3402 Andy Harris Road – Rockford, TN 37853**

Notice of the November 2018 meeting, agenda and the October 2018 minutes were distributed on November 1, 2018. The financials ending 10-31-2018 were provided during the Board Meeting. The following members were in attendance at the November 8, 2018 meeting: Dan Barnett, Sherry Browder, Madge Cleveland, Jenny Hines, Mark King, David Long, Billy Minser, Mike Parish, Steve Polte, and John Proffitt. Members not in attendance were Craig Jarvis, Sara Fortune Rose, John Wilbanks and David Zandstra. Non-voting Recording Secretary, Mark Jendrek, was in attendance. The members in attendance during the meeting’s discussion and voting constituted a quorum. FLC staff members, Bill Clabough, Meredith Clebsch, Elise Eustace, Tom Howe, Matt Moore and Shelby Lyn Sanders were present.

**Call to Order**

President, Madge Cleveland, called the meeting to order at 6:02pm.

***Committee as a Whole - Land Protection Committee***

At 6:19pm a motion was made by Mike Parish for FLC’s Board of Directors to go into session as a Committee as a Whole for the Land Protection Committee in order to review potential conservation easement and fee simple projects. This motion was seconded by John Proffitt. The motion carried.

Meredith Clebsch, along with Tom Howe, Matt Moore, and Shelby Lyn Sanders presented and reviewed a PowerPoint of the 36 conservation easement projects and 1 fee simple project for final approval, which included:

Approval	Date	Project	County	State
FINAL	11/8/2018	Savage Point Properties, LLC	Bledsoe	TN

\*

Billy Minser made the motion for The Committee as a Whole to recommend to the full Board Final approval of the following 36 conservation easement projects and one fee simple project, if offered and subject to any changes being made:... Savage Point Properties, LLC... It was seconded by John Proffitt. David Long recused himself from voting. The motion passed.

The Committee as a Whole adjourned at 7:41pm and went back into the Board Meeting.

***Land Protection Committee***

Mike Parish led the land protection committee report. Land Protection Committee made the motion to accept for final approval the 36 conservation easement projects and 1 fee simple if offered and subject to any changes being made:... Savage Point Properties, LLC ... Dan Barnett seconded the motion. David Long recused himself from voting. The motion carried.

\* The county in this chart was corrected to Sequatchie in December.



## RECITALS

### from the SAVAGE POINT PROPERTIES, LLC CONSERVATION EASEMENT

(from CE of 12-27-2018)

(any reference to “Exhibits” in this section refers to the CE document)

WHEREAS, Grantor is the owner in fee simple of approximately Five Hundred Thirty-Four and 25/100 (534.25) acres of real property, more or less, located in Sequatchie County, Tennessee, which is more particularly described on **Exhibit A-1**, and shown on **Exhibit A-2**, both of which are attached hereto and incorporated by this reference (“Property”); and

WHEREAS, Grantor certifies that the Property possesses certain ecological, natural, scenic, open space, and wildlife habitat values, more specifically set forth below (collectively, “Conservation Values”), of great importance to Grantor, the citizens and residents of, and visitors to, Sequatchie County, Tennessee, and the people of, and visitors to, the State of Tennessee, including visitors to the Fall Creek Falls State Park, Sequatchie Valley, South Cumberland Recreation Area, Savage Gulf Class II Scientific Natural Area, and other parks and natural areas in and around Sequatchie County, Tennessee, and which further local, state, and national goals to conserve scenery, open space, wildlife, and wildlife habitat for the enjoyment of future generations; and

WHEREAS, the Property remains substantially undeveloped, is ecologically well-balanced, and includes a variety of mature trees, creeks, and streams, all of which provide habitat for a number of species of wildlife; therefore, preservation of the Property is desirable for conservation and ecological reasons as well as for aesthetic reasons; and

WHEREAS, the Property falls within The Nature Conservancy’s freshwater priority conservation area known as Sequatchie River/Tennessee River above Guntersville; it is so listed because of the presence of rare species that need protection found in the watershed. These include two fish, three mussels, and three snails, some of which are federally threatened and endangered; and

WHEREAS, the Property’s streams are recognized by the Tennessee State Wildlife Action Plan (SWAP) as low to medium priority upstream of critical aquatic habitat. The waters of the Property feed Little Brush Creek and Big Brush Creek which, in turn, feed the Sequatchie River, which is a critical habitat for the endangered Slabside Pearlymussel (*Pleuronaia dolabelloides*). Clear-flowing streams from the protected property would help prevent any further degradation of downstream aquatic habitat; and

WHEREAS, the Tennessee SWAP recognizes the following priority forests on the Property: the South-Central Interior Mesophytic Forest found below the escarpment and the Southern Ridge and Valley/Cumberland Dry Calcareous Forest on the escarpment; and

WHEREAS, the Tennessee Forest Legacy Program deems the Property's forests as being among important private forestlands that are threatened by conversion to nonforest uses and in need of protection; and

WHEREAS, the Property is within the Tennessee Wildlife Resource Agency's South Cumberland Plateau Conservation Opportunity Area. Lands included in this designation have priority habitat for species of greatest conservation need and have opportunities to implement conservation actions such as easements; and

WHEREAS, the Tennessee SWAP 2015 categorizes almost all of the Property as medium to high priority habitat adjacent to karst habitats which are sensitive biological and geological areas needing large buffers to ensure their survival; and

WHEREAS, the U.S. Fish & Wildlife Service lists eleven federally managed species that could be positively impacted by preserving the Property through restricting development. These include three bats: Gray Bat (*Myotis grisescens*), Indiana Bat (*Myotis sodalis*), and Northern Long-eared Bat (*Myotis septentrionalis*); two mussels: Oyster Mussel (*Epiblasma capsaeformis*), Slabside Pearly Mussel (*Pleuroanaia dolabelloides*); three vascular plants: Large-flowered Skullcap (*Scutellaria montana*), Virginia Spiraea (*Spiraea virginiana*), and White Fringeless Orchid (*Platanthera integrilabia*); and three Neotropical migrating birds: Canada Warbler (*Cardellina canadensis*), Prairie Warbler (*Dendroica discolor*), and Red-headed Woodpecker (*Melanerpes erythrocephalus*); and

WHEREAS, the Property proved quite diverse in vascular plants. One hundred and seventy-one species were found; these included forty-one canopy trees. Fauna species observed include fifteen birds, seven butterflies, one amphibian, and one mammal. The birds include seven Neotropical migrants which are protected and of conservation concern in steep decline; and

WHEREAS, the Golden Eagle (*Aquila chrysaetos*), which holds a threatened status in Tennessee, has been recorded twice on the Property so far in 2018 per Tennessee Wildlife Resource Agency; and

WHEREAS, the Open Space Institute mapped forest connectivity for priority habitats in the Southern Appalachians based on several variables such as disturbance, forest block size, Greatest Conservation Need species, and landscape corridors, among others. The Property's oak and mesophytic forests had between medium and high priority ranking; and

WHEREAS, the Property contains a rare habitat recognized by the Tennessee Forestry Association and the Tennessee Department of Environment and Conservation—the Cumberland Seepage Forest. The federal endangered White Fringeless Orchid (*Platanthera integrilabia*) prefers this habitat according the Tennessee SWAP; and

WHEREAS, the Property presents the public with awe-inspiring views of the Cumberland Escarpment ridge and rock bluffs. The highway in the Sequatchie Valley below is recognized by the state of Tennessee as a Scenic Byway and the Sequatchie Valley Scenic Byway Corridor Management Plan. In addition, Tennessee Highway 111, which abuts the Property as it ascends to the plateau, is among this plan's scenic sideways from the valley recommended to travelers for its scenery; and

WHEREAS, restrictions found in this easement Property will help to decrease the encroachment of housing development, which has seen dramatic increases in the Sequatchie Valley-Dunlap area, with a marked increase along Highway 111 on the plateau north and west of the Property; and

WHEREAS, the specific Conservation Values of the Property are further and more completely documented in an inventory of relevant features of the Property, which is on file at the offices of Grantee ("Baseline Documentation Report"), and which consists of reports, maps, photographs, and other documentation that, Grantor certifies, provide, collectively, an accurate representation of the Property at the time of this grant, and which is intended to serve as an objective, though non-exclusive, information baseline for monitoring compliance with the terms of this grant; and

WHEREAS, Grantor intends that the Conservation Values of the Property be preserved and maintained by prohibiting those land uses on the Property that impair, interfere, or are inconsistent with those Conservation Values; and

WHEREAS, Grantor further intends, as the owner of the Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity; and

WHEREAS, Grantee is a publicly supported, tax-exempt nonprofit organization and is a qualified organization pursuant to Sections 501(c)(3), 170(b)(1)(A)(vi) and 170(h), respectively, of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder ("Internal Revenue Code"), whose primary purpose is to preserve land, water, air, wildlife, scenic qualities, and open space by implementing programs for, without limitation, protecting unique or rare natural areas, waterfront, stream corridors, and watersheds; and

WHEREAS, Grantee has a commitment to protect the Conservation Values of the Property and has the resources to enforce the restrictions set forth in this Easement; and

WHEREAS, preservation of the Property shall serve the following purposes ("Conservation Purposes"):

- (a) Preservation of open space (including farmland and forest land) for the scenic enjoyment of the general public, which will yield a significant public benefit;

- (b) Protection of a relatively natural habitat for fish, wildlife, plants, and the ecosystems in which they function; and
- (c) Preservation of open space (including farmland and forest land) pursuant to a clearly delineated government conservation policy which will yield a significant public benefit; and

WHEREAS, Grantor and Grantee desire to perpetually conserve the natural, scientific, educational, open space, and scenic resources of the Property to accomplish the Conservation Purposes; and

WHEREAS, Grantor intends to grant the conservation easement (“Conservation Easement”) and impose the restrictive covenants on the Property as set forth in this Easement to accomplish the Conservation Purposes;

## **LEGAL CONDITION**

### **DEED OF CONSERVATION EASEMENT WITH PROPERTY DESCRIPTION**

(See Exhibit A)

(Copies will reside in the files of the Donor, the Donee, and the Sequatchie County, Tennessee Register of Deeds)

## CONSERVATION VALUES

The conservation values that make the Savage Point Properties, LLC property unique are described below and are detailed in the recitals (the “Whereas” statements) in the Conservation Easement. All field data was gathered on site visits made on 10-31-2018 by Meredith Clebsch, Land Director, and Tom Howe, Biologist with the Foothills Land Conservancy.

### NATURAL HABITAT

#### *Landscape and Conservation Context*

The Savage Point Properties, LLC property is a unique landscape, ecologically important for its forest types, connectivity, and proximity to karst and critical aquatic habitats. Per Google Earth, it lies within both the Cumberland Plateau #68a and Plateau Escarpment #68c level IV ecoregions (Fig. 2) stretching southeast for c. 2.25 miles along a ridge terminating at Savage Point. Two small creeks originate from within the Property flowing east-southeast out of the Property into Big Brush Creek.

It is predominately forested throughout, except for a strip under powerlines that cuts west to east across its southern portion to Savage Point. It is a mix of oak forests, mesic forests and pine plantations. The Tennessee Forestry Commission maps the Property among its TN Legacy Forests (Fig. 3). This designation is given to important private forestlands that are threatened by conversion to non-forest uses and in need of protection (TN Department of Agriculture 2018).



Figure 2 Ecoregions, Google Earth Image

The general forest type for the region is Mixed Mesophytic, considered by a number of conservation organizations such as The Nature Conservancy (TNC) and the World Wildlife Fund (WWF) to be “one of the most biologically rich regions on Earth, rivaling the biodiversity of tropical rainforests”. It has come under great development pressure with resultant forest fragmentation. The distinctiveness of this forest type is classified as Globally Outstanding, and the conservation status is classified as Critically

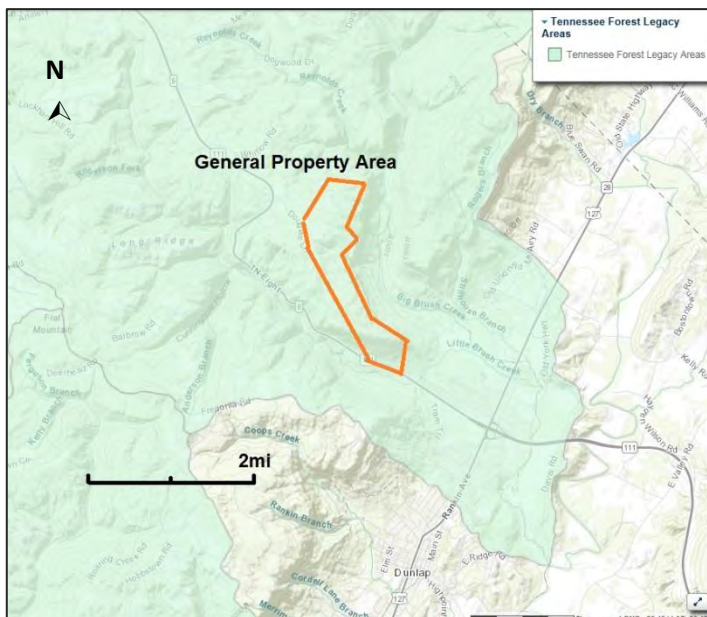


Figure 3 Tennessee Forest Legacy Areas in Green (CBI 2018a)

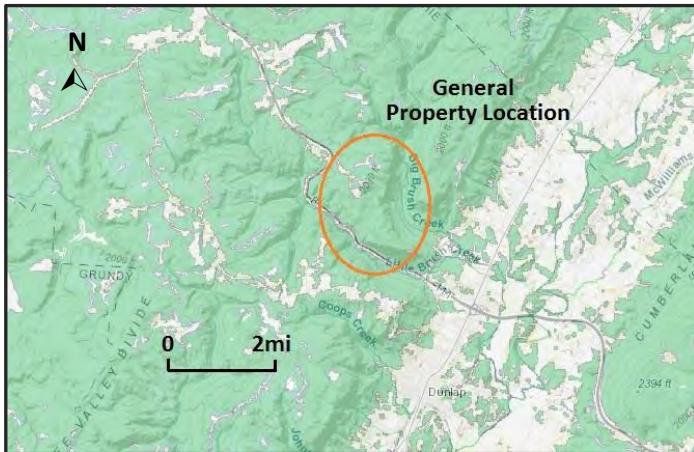


Figure 4 Forest Connectivity in Green, NatureServe 2018b

Endangered (WWF 2018).

Fortunately, the national Morphological Spatial Pattern Analysis, which maps green infrastructure, characterizes the Property as having medium to high connectivity with surrounding forests (Fig. 4). This contributes to the overall health of the ecosystem whose large connected tracts of forest support biota which fragmented forests will not. The ridge along the escarpment stretches nearly complete from Kentucky to Alabama and is known as a wildlife corridor, particularly for Neotropical migrant raptors and songbirds. Keeping this corridor in connected forests will serve to support this wildlife during their migration and breeding.

Much of the Property is rated by the Tennessee State Wildlife Action Plan (SWAP) as medium to high priority adjacent to karst habitat, with very high priority habitat just one mile to the south as it nears Alley Cave (Fig. 5). The International Union for Conservation of Nature (IUCN) stresses the importance of these geologically and biologically unique karst habitats, especially as relating to water quality. They are considered particularly sensitive environments in need of large buffers: “it [a karst system] is often significantly shaped by neighbouring natural systems and is impacted, often negatively, by human actions both on the karst and in that neighbouring region. This concept challenges us to recognise and manage the total system because perturbation of any one element is likely to change other elements” (IUCN 2018). Maintaining ecological integrity in surrounding areas is thus critical to their continued health and productivity.

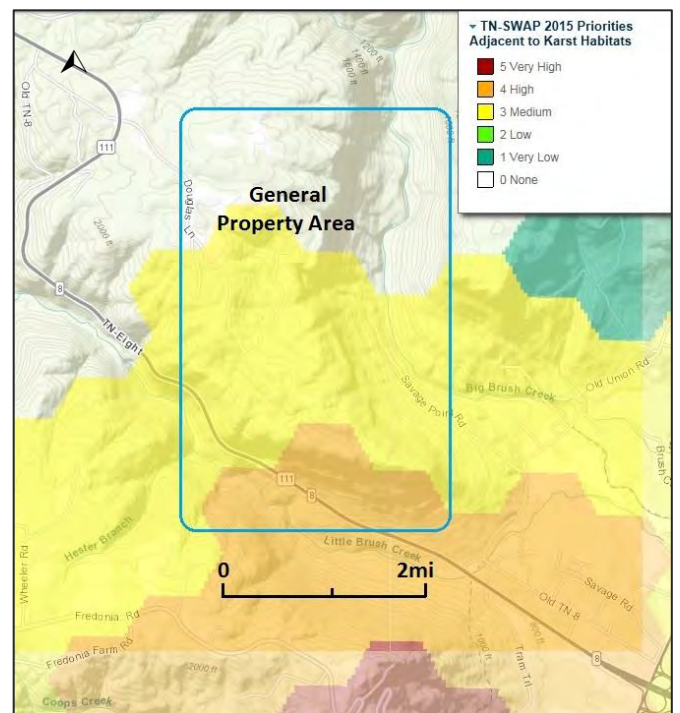


Figure 5 SWAP Priorities Adjacent to Karst Habitats, CBI 2018b

Landscape diversity and connectedness are acknowledged as critical elements for the persistence of species during a changing climate. The Property has been identified as being from slightly to far above average in resilience, which, if protected, can act as a refuge for flora and fauna through what is expected to be an extended and unpredictable change in climate (TNC 2018). This adds to its potential overall habitat value and ecological importance.

In addition to the above terrestrial qualities of the landscape, the Property also has aquatic importance. It is within The Nature Conservancy’s (TNC) aquatic Priority Conservation Area (PCA) known as the Sequatchie River/Tennessee River above Gunter’sville. TNC’s Ecoregional Plan for the region (TNC

2003) cites 8 species targeted for conservation in this PCA: 2 fish, 3 mussels and 3 snails, among which are federal threatened and endangered species. The TN SWAP also recognizes the Property as having low to medium priority upstream of aquatic habit (CBI 2018c) due to endangered mussels found downstream outside the Property. Assuring the Property maintains clear water inputs into the watershed through this easement's protections would serve to benefit these many rare aquatic organisms.

### ***Habitats & Biodiversity***

The TN SWAP's purpose is to "focus on practical, proactive measures to conserve and restore important lands and waters, curb establishment of invasive species and address other pressing conservation needs" in an effort to maintain and enhance the rich biodiversity of the area (NatureServe, 2018c). Intact natural ecosystems are considered important and valuable resources that the SWAP and also this conservation easement seeks to protect.

The National Land Cover Gap Analysis Land Cover Viewer maps six forest types on the Property, not counting pine plantations, which agree with most of our findings on the ground. Four of these are considered priority terrestrial habitat by the TN SWAP (TWRA 2015a): the South-Central Interior Mesophytic Forest (CES202.887), the Allegheny-Cumberland Dry Oak Forest and Woodland habitat (NatureServe identifier CES202.359), the Southern Ridge and Valley Dry Calcareous Forest (CES202.457), and the Southern Appalachian Low Mountain Pine Forest (CES202.332). The mesic forest is found in the drainages in the north half of the Property that feed Big Brush Creek, plus along the base of the escarpment slope. The calcareous oak forest begins at the Plateau Escarpment Ecoregion, just above the powerline cut and extends downslope to the mesic forest. The other oak forest is scattered in the northern portions, intermingled with the mesic and pine forests. The mid-section is predominantly planted loblolly pine in various stages of succession, parts having been recently logged in 2016 and either 2007 or 2008 (per Google Earth historical images).

The Allegheny-Cumberland Dry Oak Forest and Woodland is described by NatureServe (2018d) as "dry hardwood forests mainly on acidic soils in the Allegheny and Cumberland Plateaus". The canopy is dominated by chestnut oak (*Quercus montana*), white oak (*Quercus alba*), black oak (*Quercus velutina*), pignut hickory (*Carya glabra*) and black gum (*Nyssa sylvatica*). These mast producers, combined with the other prevalent soft mast from blueberries, greenbriers, blackberries and serviceberries, to name a few, provide ample food resources for wildlife using this woodland corridor. The mix of species includes some more mesic elements such as tulip poplar (*Liriodendron tulipifera*) as it intergrades with the mesophytic forest near the drainages.

The Southern Ridge and Valley Dry Calcareous Oak Forest is quite similar, but grows on less acidic to basic soils, which influences species composition somewhat. Chestnut oak tends to be replaced by chinquapin oak (*Quercus muehlenbergii*) and/or Shumard's oak (*Quercus shumardii*). For more detail on this forest type see NatureServe (2018e). The understory of these oak forests was dominated by young trees and seedlings sometimes thick with blackberries (*Rubus*), blueberries (*Vaccinium*) and other shrubs and vines.

The South-Central Interior Mesophytic Forest is described by NatureServe (2018f) as a "high-diversity, predominately deciduous forest on deep and enriched soils...usually in somewhat protected landscape



positions such as coves or lower slopes.” This forest on the Property is dominated by white oak (*Quercus alba*), red maple (*Acer rubrum*), tulip poplar (*Liriodendron tulipifera*) and American beech (*Fagus grandifolia*). The understory was rich with herbs and ferns, paw-paw (*Asimina triloba*), American holly (*Ilex opaca*) and striped maple (*Acer pensylvanicum*).

Perhaps the most ecologically significant forest type found on the Property was a c. 1-2 acre wetland area of Cumberland Seepage Forest (CES202.361) also known as Cumberland Forested Acidic Seep. NatureServe (2018g) describes it as occurring “...in streamhead swales or on broad sandstone ridges where soils are sandy and saturated due to a combination of perched water table and seepage flow. Examples range in condition from open woodlands to forests, and some may lack a canopy and then will be dominated by shrubs or herbs.” This was of the open canopy type, found in a ridgeline depression that had no outlet. Its location is indicated on the Wetlands Map below as a pond. The National Land Cover Gap Analysis Land Cover Viewer identified this as habitat as South-Central Interior Small Stream and Riparian, but since it was a depression pond, and not riverine, with plants peculiar to the seepage forest, we believe the interpretation of their imagery was incorrect.

This seepage forest is a rare plant community, acknowledged by TDEC (2018a) under the NatureServe association name *Acer rubrum* var. *trilobum* - *Nyssa sylvatica* / *Osmunda cinnamomea* - *Carex intumescens* / *Sphagnum lescurii* Seep Forest (CEGL007443). The rarer *Carex gigantea* was found at this site in place of *Carex intumescens* (which be present in spring). This plant community is state ranked S2S3, rare to very rare in Tennessee and previously unrecorded in Sequatchie County. It is also recognized by the Tennessee Forestry Association (2018) as a plant community of concern in Tennessee. Plants characteristic of this habitat found on site are indicated with a ‡ in the Observed Species List table below. According to the SWAP, it is also one of the preferred habitats of several rare species including the federal endangered white fringeless orchid (*Platanthera integrilabia*) (TWRA 2015b), which blooms earlier in the season than the time of our visit.

The powerline cut is a man-made grassland community of about 9 acres (by Google Earth measurement) stretching across the top of the escarpment. It held some species characteristic of prairie communities such as small-headed blazing star (*Liatris microcephala*) and wild quinine (*Parthenium integrifolium* var. *integrifolium*) (Fig. 6). This habitat is and will continue to be maintained by the power company to keep down woody vegetation. And, as such, may prove to be the home to other rare GCN species.

The potential value of the Property’s forests is supported by the TN SWAP’s ranking of preferred, suitable, and marginal preferences that GCN species have for each forest type (TWRA 2015b). The mesophytic forest is considered preferred habitat for 1 bat, 2 birds, 4 mammals and 6 plant species. It is suitable for an additional 96 GCN species. The oak forests are preferred habitat of 2 bats, 2 amphibians, 8 birds, 2 mammals, 2 reptiles and 1 plant, plus it is considered suitable for an additional 67 GCN species. Included in the lists are species of bats the U.S. Fish and Wildlife Service (USFWS) declares are in dire need of protection as they are susceptible to the white-nose syndrome which is



Figure 6 Blazing Star and Quinine in Prairie-like Habitat

decimating bat populations (USFWS 2018a). This brings the total known GCN potential for the Property to well over 100 species (detailed in tables in Exhibit B below). Protection of these habitats will help any of these species present to remain, support terrestrial and aquatic resources within the region, and will further uphold the goals of the Tennessee State Wildlife Action Plan and TNC's Ecoregion Plan.

A list of all species identified during our site visit is tabulated below.

Sequatchie County is the home of 12 endangered and threatened plant and animal species, plus 9 more of special concern or in need of management that could be benefited by the preservation of the Property's natural habitats. This includes 4 endangered and 3 threatened species ranked at the federal level (TDEC 2018a).

The Property proved quite diverse in total vascular plants tabulated in the Observed Species List below. One hundred and seventy-one species were found which included 41 species of trees, 31 of them canopy trees. The list also includes fauna species consisting of 15 birds, 7 butterflies, 1 amphibian and 1 mammal. TDEC reports that 6 rare, threatened and endangered species of plants and animals have been found within four miles of the property (tabulated separately below). Invasive plants were restricted to open areas along the dirt roads. These species are indicated in red in the Observed Species List.

The Appalachian Mountains Joint Venture (2018), which coordinates and implements all-bird conservation plans within the Appalachian Mountains Bird Conservation Region, recognizes one species we observed on the Property as species of conservation concern in Tennessee-- the Hooded Warbler (*Setophaga citrina*) ranked in the "high concern" category. This is also recognized as GCN species in the TN SWAP (TWRA 2015c). The Golden Eagle (*Aquila chrysaetos*), which holds a threatened status in Tennessee, has been recorded twice on the Property per TWRA's Bird Conservation Coordinator, David Hanni (pers. comm.). The combination of forests with some open areas, as is found on the Property, is what the eagle requires as wintering foraging habitat (Scott Somershoe, pers. comm.).

Seven species of Neotropical migrants were seen during our late summer visit. Many others would likely be found in these habitats earlier in the season. Their general populations are known to be in steep decline (Hall 1984) (North American Bird Conservation Initiative, 2016) and much effort is underway to help preserve these species and their habitats with funding provided through the Neotropical Migratory Bird Conservation Act (USFWS 2018b). These birds are indicated by orange in the Observed Species List below. Sequatchie County is also the home to many other wildlife game species, among which are coyote, black bear, raccoon, opossum, squirrel, grouse, dove, and woodcock. White-tailed deer were seen on the Property. Protecting large open space of native hardwood forests with a conservation easement preserves habitat for such mast-eating wildlife and insectivorous birds, and is a priority for their conservation.

The Fish and Wildlife Service's Information for Planning and Consultation (USFW 2018c) cites 11 federally-managed endangered and threatened species that could be impacted by activities on the Property including 3 bats: Gray Bat (*Myotis grisescens*), Indiana Bat (*Myotis sodalis*), and Northern Long-eared Bat (*Myotis septentrionalis*), 2 mussels: Oyster Mussel (*Epiblasma capsaeformis*), Slabside Pearly Mussel (*Pleuonaia dolabellodes*), 3 vascular plants: Large-flowered Skullcap (*Scutellaria montana*), Virginia spiraea (*Spiraea virginiana*) and white fringeless orchid (*Platanthera integrilabia*) and 3 Neotropical migrating birds: Canada Warbler (*Cardellina canadensis*), Prairie Warbler

(*Dendroica discolor*) and Red-headed Woodpecker (*Melanerpes erythrocephalus*). Preserving this land as open space with a conservation easement, and thus reducing any impacts on its habitats, should reduce potential impacts on any imperiled species present.

A potential benefit of this and other conservation easements is the protection of habitat that may help preserve and recover species threatened with extinction. This is the principle goal of the Endangered Species Act of 1973 (NatureServe, 2018h).

The richness and importance of the region is also attested to by the large number of preserved natural areas and conservation easements on the Cumberland Plateau and Escarpment within close proximity of the Property mapped below by the U.S. Department of the Interior (USDI) (Fig. 7). The Property lies within 12 miles of over 43,000 acres of natural areas including: Fall Creek Falls SNA, Savage Gulf SNA, North Chickamauga Creek WMA and North Chickamauga Creek Gorge SNA. Private easements in Sequatchie and surrounding counties held by the Foothills Land Conservancy (FLC) cover about 19,500 acres.

### ***Conservation Management Areas***

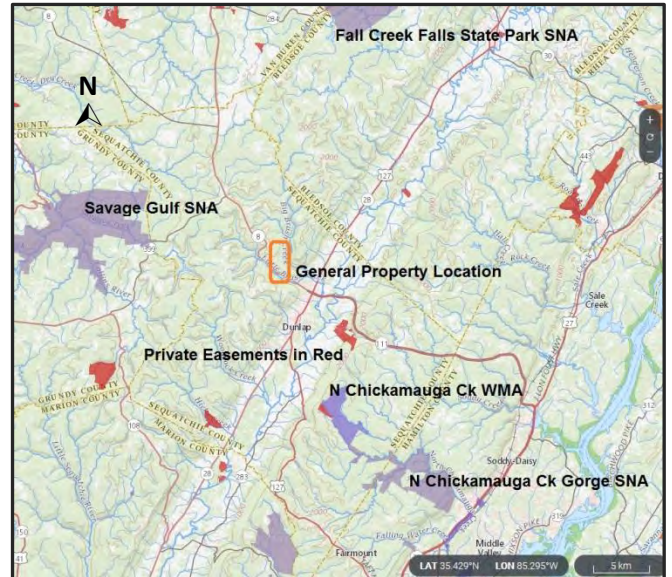


Figure 7 Nearby Protected Areas (USDI 2018)

For the best protection of these resources, two Conservation Management Areas have been designated within the Property (see maps section). Across all management areas, the restrictions set out in the Conservation Easement apply in order to maintain conservation values. Also, the right to improve conservation value, if approved by the land trust, is also provided. Conservation Management Area A covers the majority of the site. It is composed primarily of mature and early regenerating forests. Forestry management may be conducted following an approved Forest Management Plan, the exercise of all appropriate Best Management Practices, and with notice to and approval by the land trust.

Conservation Management Area B delineates more stringent protection of two areas. First, the scenic escarpment ridge will have its entire forested slope protected, with an additional 100 foot buffer beyond the powerline cut, and secondly, all creeks, wetlands and water sources will have a 100' buffer from their edges. This latter area may extend farther up steep slopes to protect the extent of the Mesophytic Forest in which surrounds most of these features. Maintaining natural shade with native vegetation near aquatic habitats is important for maintaining cool temperatures for sensitive aquatic fauna. Sedimentation destroys delicate streambed habitats therefore preventing sedimentation in waterways through effective erosion control measures is also critical. Waterways are important conduits for movement of both plant and animal species across the landscape, therefore supporting the increasingly critical need of maintaining landscape continuity and biodiversity. These riparian corridors and wetlands are especially important natural features of the Property. Reserved Rights and Prohibited Uses are described in the Conservation Easement. However, any use of the Property that is actually taking place within a Management Area B as of the date of this easement may be permitted to continue—consult the CE for details.

## OPEN SPACE

The Property is situated on the west side of the Sequatchie Valley, and its undeveloped, open space, forested ridgeline and rock bluffs present spectacular scenery to the local public and travelers along US Hwy 127, TN Hwys 8 & 111 and East Valley Road, to name a few. It is in the scenic pathway cited in the Sequatchie Valley Scenic Byway Corridor Management Plan from Pikeville to Dunlap, TN. The route of the Cagle Mountain Scenic Drive Sideway delineated in the plan also skirts the Property's boundary along Hwy 111. Figure 6 shows how prominently the Property's scenic features are presented to the public even from one mile away (only about half of the bluffs seen from this perspective are within the Property's bounds). Conserving the open space and scenery of the Property is consistent with the goals of this plan as spelled out below:

“Work with land protection groups (Land Trust for Tennessee, Tennessee Parks and Greenways Foundation, etc.) to protect farmland and open space using conservation easements and other land protection tools... Work with willing landowners along the Byway interested in opportunities for conservation easements, scenic easement, or the transfer of development rights to protect scenic viewsheds” (Southeast Tennessee Development District, 2012).

The Sequatchie Valley Scenic Byway is also recognized by the Tennessee state government as meeting the criteria for a scenic roadway, but not yet recognized nationally as a National Scenic Byway (Tennessee Department of Transportation, 2018).

The Property will be appreciated by many since it is so centrally located, only 30 miles from Chattanooga, and c. 100 miles from Nashville and Knoxville. Many are drawn to the area for historical sites (Dunlap Coke Ovens Museum), hang-gliding (Dunlap is the “hang-gliding capital of the East”), water recreation, hunting, camping, wildlife-viewing, rock climbing or just to enjoy the open spaces that the natural areas have protected. With extensive trail systems, the expansive public lands nearby offer residents and visitors a range of opportunities for finding tranquility and rediscovering nature. Chickamauga Lake, extending 59 miles on the Tennessee River, is less than 30 miles from the Property and is a big draw for its sports fishing for crappie and bass (A A Fishing 2017). And Highway 127 hosts the Longest Yard Sale in the Nation (Yard Sale Nation LLC 2018) that draws multitudes to the area every summer. The preservation of the scenic attributes of the undeveloped Savage Point Properties, LLC property will add significantly to the enjoyment of travelers to these areas and merits preservation through a conservation easement as it supports continued tourism in the region.



Figure 6 View of Property from Sequatchie Valley (Google Maps Street View)

One of the major concerns of the Tennessee Wildlife Resources Agency's Strategic Plan for 2006-2012

is the threat of increasing urbanization of the Cumberland Plateau (TWRA 2006). NatureServe has mapped housing density (Fig. 7) based on acreage per housing unit, i.e., the lower the number, the greater the density. Their maps below demonstrate how rapidly the area in the Sequatchie Valley is being developed, and also extending up Hwy 111 into the plateau on the west and north sides of the Property. This easement would preserve the scenic rock outcrops and ridge line on top of the escarpment by preventing the scarring of the landscape through development, much to the public’s enjoyment and benefit. Protection of this property will add to the landscape context of contiguous forestland and preserved lands in the region, which includes approximately 4,550 acres of conservation easements that Foothills Land Conservancy holds on the escarpment alone.

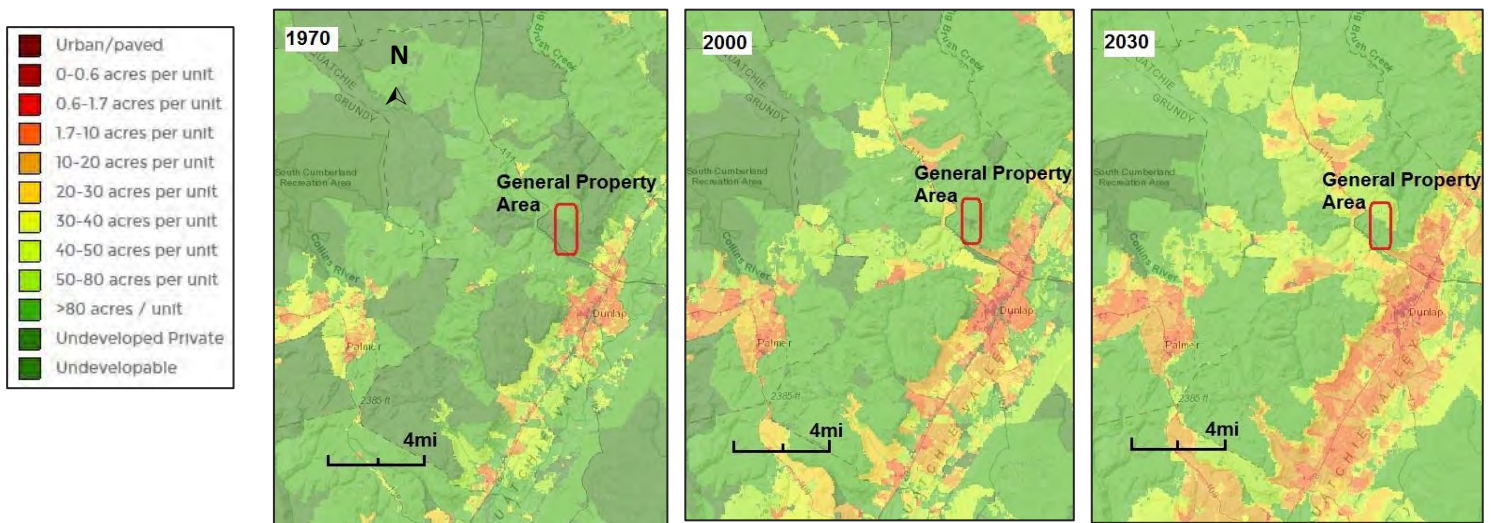


Figure 7 Housing Density 1970 to 2030 (NatureServe 2018i)

The absence of development’s light pollution along the visible escarpment ridgeline is an additional benefit to the public’s enjoyment of the night sky and landscape. Wildlife, especially many insects and the Neotropical migrants that depend on them for food, will also benefit from this lack of light pollution that can disrupt their life cycles. Protecting the Property will hinder such development and help in protecting the health of these natural resources it supports.

**In summary**, as an integral component of the remaining undeveloped regions of the Cumberland Escarpment and Plateau, adding permanent protections to the Savage Point Properties, LLC property will support the international conservation goals that include minimizing habitat fragmentation of wildlife corridors, and help maintain healthy and diverse wildlife populations for the future. The Property also serves as a significant contributor to the ecological viability of the important and unique habitats of the region, which may play an important role as a refuge for flora and fauna in the event of climate change. Including this large block of open space in a conservation easement will also offer an important buffer for healthy natural waterways, an increasingly limiting resource in the region, while providing critical opportunities for supporting, in perpetuity, the goal of increased biodiversity in the area. Protecting these conservation values and the scenic vistas of the Property will thus provide valuable services to the general public, both ecologically and economically.

## **GEOLOGY**

The Property's geology is mapped in the maps section below. It is primarily underlain with Pennsylvanian shale, sandstone and conglomerates of the Crab Orchard Mountains Group (**Pco**) down to the escarpment. On the escarpment bluffs it is replaced with the similar Gizzard Group (**Pg**) but with added siltstone and minor coal. At the base of the escarpment the Mississippian Pennington Formation is found, which is clay shale, siltstone and fine sandstone.

## **SOILS**

The Property's soils are a complex array of 9 types of loam with one narrow band of rock outcrops on the escarpment. These are well mapped in the map section below. About 42 acres of one soil type (Lonewood silt loam 2-5% slope) is prime farmland soil.

## **LAND USE INFORMATION**

Forestry, hunting and small scale agriculture are the classic historical uses of the Property. There is no record of mining on the Property, although a thin layer of coal is present on the escarpment (pers. comm. Trevor Martin, AML Program Manager, TDEC, see letter below). Access to the Property is permitted only by permission of the land owner at this time.

## **ANTHROPOGENIC FEATURES**

The Property has well maintained dirt roads plus minor ATV trails. An old track hoe, perhaps used to maintain the roads, sits idle near the northwest entrance. This entrance is gated. Not far from this entrance where the road forks, there are piles of sandstone rocks (see picture 12 below). No local utilities were seen, but high tension wires traverse the Property on 4 towers along the top of the escarpment. A 100-plus foot wide ROW beneath them is maintained clear of woody vegetation by the power company.

# MINING REPORT

**Tom Howe**

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**From:** Trevor Martin <Trevor.Martin@tn.gov>  
**Sent:** Wednesday, November 07, 2018 3:54 PM  
**To:** Tom Howe  
**Subject:** RE: Savage Point Mining Report

Hello, Tom-

A search of the available mining resources found no record of mining activity on the portion of Sequatchie County Parcel 029 013.00 you submitted for review. The Sewanee coal seam is present on this tract along the top of the bluff, but there is no indication of it ever being mined, possibly due to the thinness of the seam along Savage Point. The depression you mentioned appears to be just that, a natural depression on the top of the ridge which is first delineated on the 1946 Savage Point USGS quad (104-NW). The west half of the parcel, outside your tract of concern, does appear to have a sandstone/rock harvesting operation at approximate coordinates 35.41610, -85.41086.

Thank you for your interest in the Tennessee Abandoned Mine Land Program. I hope this information is helpful. Please let me know if you have questions or need additional information.



**Trevor Martin** | AML Program Manager  
Division of Water Resources  
Land Reclamation Section  
3711 Middlebrook Pike, Knoxville, TN 37921  
p. 865-594-5603 c. 865-207-8995  
[trevor.martin@tn.gov](mailto:trevor.martin@tn.gov)  
[tn.gov/environment](http://tn.gov/environment)

We value your feedback! Please complete our [customer satisfaction survey](#).

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**From:** Tom Howe [<mailto:thowe@foothillsland.org>]  
**Sent:** Wednesday, November 07, 2018 10:46 AM  
**To:** Trevor Martin  
**Subject:** Savage Point Mining Report

\*\*\* This is an EXTERNAL email. Please exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email - STS-Security. \*\*\*

Trevor,

We have a new property in Sequatchie County in the Daus quadrangle for which we need a mining report. It is centered at approximately 35.422949, -85.407653. The tax map is attached which covers a larger parcel. The google earth shot displays the actual boundary which is only the eastern half of the tax parcel. There is a depression pond just off the ridge crest at 35.417244, -85.405892. We were wondering if it was possibly created by a mining operation.

## FLORA AND FAUNA REPORTS

### TN NATURAL HERITAGE DATABASE REPORT ON LISTED SPECIES

(found within 4 miles of Property; We have highlighted habitats/systems found on the Property)

#### Cyperus plukenetii

TYPE	Vascular Plant
SCIENTIFIC_NAME	Spiranthes ochroleuca
COMMON_NAME	Yellow Nodding Ladies'-tresses
GLOBAL_RANK	G4
ST_RANK	S1
GLOBAL_RANK	G5
ST_RANK	SH
ECOLOGICAL_SYSTEMS	Preferred: Gulf Coastal Plain--East Gulf Coastal Plain Interior Shortleaf Pine-Oak Forest (CES203.506); Suitable: Gulf Coastal Plain--South-Central Interior / Upper Coastal Plain Flatwoods (CES203.479); Suitable: Cumberland Plateau and Mountains--Allegheny-Cumberland Dry Oak Forest and Woodland (CES202.359); Suitable: Cumberland Plateau and Mountains--Cumberland Sandstone Glade and Barrens (CES202.337)
HABITAT	Sandy Barrens © 2017 Google

#### Chrosomus tennesseensis

TYPE	Vertebrate Animal
SCIENTIFIC_NAME	Chrosomus tennesseensis
COMMON_NAME	Tennessee Dace
GLOBAL_RANK	G3
ST_RANK	S3
HABITAT	First order spring-fed streams of woodlands in Ridge and Valley limestone region; Tennessee River watershed.

#### Pleuonaia dolabelloides

TYPE	Invertebrate Animal
SCIENTIFIC_NAME	Pleuonaia dolabelloides
COMMON_NAME	Slabside Pearlymussel
GLOBAL_RANK	G2
ST_RANK	S2
HABITAT	Lg creeks to mod sized rivers, in riffles/shoals of sand, fine gravel, and cobble substrates with mod current; Tennessee R watershed.



## Epioblasma capsaeformis

TYPE	Invertebrate Animal
SCIENTIFIC_NAME	Epioblasma capsaeformis
COMMON_NAME	Oyster Mussel
GLOBAL_RANK	G1
ST_RANK	S1
HABITAT	Shallow riffles in mod-swift current of small-medium rivers with coarse sand and gravel; Tennessee & Cumberland river systems.

## Hypericum nudiflorum

TYPE	Vascular Plant
SCIENTIFIC_NAME	Hypericum nudiflorum
COMMON_NAME	Early St. Johnswort
GLOBAL_RANK	G5
ST_RANK	S2
HABITAT	Acidic Wet And/Or Open Areas
ECOLOGICAL_SYSTEMS	Suitable: Cumberland Plateau and Mountains--Cumberland Wet-Mesic Meadow and Savanna (CES202.053); Preferred: Cumberland Plateau and Mountains--Cumberland Seepage Forest (CES202.361)

## Fusconaia cuneolus

TYPE	Invertebrate Animal
SCIENTIFIC_NAME	Fusconaia cuneolus
COMMON_NAME	Finerayed Pigtoe
GLOBAL_RANK	G1
ST_RANK	S1
HABITAT	Riffles of fords and shoals of mod gradient streams in firm cobble and gravel substrates; middle & upper Tennessee River watershed.

**OBSERVED SPECIES LISTS** during site visit 8-30-2018 (plants after Weakley, A.S., 2015)  
(invasive species in **RED**; Cumberland Seepage Forest indicator species have a ‡)

**Plants**

<b>Genus</b>	<b>Species</b>	<b>Common Name</b>	
<i>Acalypha</i>	<i>gracilens</i>	Slender Threeseed Mercury	
<i>Acer</i>	<i>pensylvanicum</i>	Striped Maple	
<i>Acer</i>	<i>rubrum var. rubrum</i>	Red Maple	
<i>Acer</i>	<i>rubrum var. trilobum</i>	Carolina Red Maple	‡
<i>Ageratina</i>	<i>aromatica</i>	Lesser Snakeroot	
<i>Ailanthus</i>	<i>altissima</i>	Tree-of-Heaven	
<i>Albizia</i>	<i>julibrissin</i>	Mimosa	
<i>Amelanchier</i>	<i>arborea</i>	Downy Serviceberry	
<i>Andropogon</i>	<i>virginicus</i>	Broomsedge Bluestem	
<i>Antennaria</i>	<i>sp.</i>	Pussytoes	
<i>Aronia</i>	<i>arbutifolia</i>	Red Chokeberry	‡
<i>Asimina</i>	<i>triloba</i>	Common Pawpaw	
<i>Asplenium</i>	<i>montanum</i>	Mountain Spleenwort	
<i>Athyrium</i>	<i>asplenoides</i>	Southern Lady Fern	
<i>Bidens</i>	<i>sp.</i>	Beggar-ticks	
<i>Calycanthus</i>	<i>floridus</i>	Sweetshrub	
<i>Carex</i>	<i>gigantea</i>	Giant Sedge	‡
<i>Carpinus</i>	<i>caroliniana</i>	Ironwood (American Hornbeam)	
<i>Carya</i>	<i>glabra</i>	Pignut Hickory	
<i>Carya</i>	<i>pallida</i>	Sand Hickory	
<i>Cephalanthus</i>	<i>occidentalis</i>	Buttonbush	
<i>Cercis</i>	<i>canadensis</i>	Redbud	
<i>Chamaecrista</i>	<i>sp.</i>	Pea	
<i>Chasmanthium</i>	<i>laxum</i>	Slender Spikegrass	
<i>Chimaphila</i>	<i>maculata</i>	Pipsissewa	
<i>Chrysopsis</i>	<i>mariana</i>	Maryland Golden-aster	
<i>Cirsium</i>	<i>discolor</i>	Field Thistle	
<i>Collinsonia</i>	<i>canadensis</i>	Richweed	
<i>Conyza</i>	<i>canadensis</i>	Common Horseweed	
<i>Coreopsis</i>	<i>major</i>	Whorled Coreopsis	
<i>Cornus</i>	<i>florida</i>	Flowering Dogwood	
<i>Cunila</i>	<i>origanoides</i>	Wild Oregano	
<i>Cyperus</i>	<i>sp.</i>	Nutsedge	
<i>Danthonia</i>	<i>spicata</i>	Povery Oat Grass	
<i>Daucus</i>	<i>carota</i>	Queen Ann's Lace	
<i>Desmodium</i>	<i>sp.</i>	Tick Trefoil	
<i>Dichanthelium</i>	<i>sp.</i>	Panic Grass	

<i>Diphasiastrum</i>	<i>digitatum</i>	Common Running-cedar	
<i>Dulichium</i>	<i>arundinaceum</i>	Threeway Sedge	‡
<i>Elaeagnus</i>	<i>umbellata</i>	Autumn Olive	
<i>Epigaea</i>	<i>repens</i>	Trailing Arbutus	
<i>Erechtites</i>	<i>heiraciiifolius</i>	American Burnweed	
<i>Erianthus</i>	<i>giganteum</i>	Giant Plume Grass	
<i>Eupatorium</i>	<i>capillifolium</i>	Common Dog-fennel	
<i>Eupatorium</i>	<i>hyssopifolium</i>	Hyssopleaf Eupatorium	
<i>Eupatorium</i>	<i>perfoliatum</i>	Boneset	
<i>Eupatorium</i>	<i>rotundifolium</i>	Round-leaved Thoroughwort	
<i>Eupatorium</i>	<i>serotinum</i>	Lateflowering Thoroughwort	
<i>Eupatorium</i>	<i>sessilifolium</i>	Britton's Eupatorium	
<i>Eutrochium</i>	<i>fistulosum</i>	Joe Pye Weed	
<i>Fagus</i>	<i>grandifolia</i>	American Beech	
<i>Frangula</i>	<i>caroliniana</i>	Carolina Buckthorn	
<i>Fraxinus</i>	<i>americana</i>	White Ash	
<i>Galactia</i>	<i>volubilis</i>	Downy Milk Pea	
<i>Goodyera</i>	<i>pubescens</i>	Downy Rattlesnake Plantain	
<i>Hamamelis</i>	<i>virginiana</i>	Witch-hazel	
<i>Helianthus</i>	<i>microcephalus</i>	Small-headed Sunflower	
<i>Hypericum</i>	<i>punctatum</i>	Spotted St. Johnswort	
<i>Hypericum</i>	<i>stragulum</i>	Reclining St. Andrew's Cross	
<i>Ilex</i>	<i>opaca</i> var. <i>opaca</i>	American Holly	‡
<i>Iris</i>	<i>cristata</i>	Dwarf Crested Iris	
<i>Itea</i>	<i>virginica</i>	Sweetspire	‡
<i>Juglans</i>	<i>nigra</i>	Black Walnut	
<i>Juniperus</i>	<i>virginiana</i>	Red Cedar	
<i>Kalmia</i>	<i>latifolia</i>	Mountain Laurel	
<i>Lespedeza</i>	<i>bicolor</i>	Bush Clover	
<i>Lespedeza</i>	<i>capitata</i>	Roundhead Lespedeza	
<i>Lespedeza</i>	<i>virginica</i>	Virginia Lespedeza	
<i>Leucanthemum</i>	<i>vulgare</i>	Oxeye Daisy	
<i>Liatris</i>	<i>microcephala</i>	Small-headed Blazingstar	
<i>Ligustrum</i>	<i>sinense</i>	Chinese Privet	
<i>Liquidambar</i>	<i>styraciflua</i>	Sweet Gum	‡
<i>Liriodendron</i>	<i>tulipifera</i>	Tulip Poplar	
<i>Lobelia</i>	<i>cardinalis</i>	Cardinal Flower	
<i>Lonicera</i>	<i>japonica</i>	Japanese Honeysuckle	
<i>Ludwigia</i>	<i>sp.</i>	Primrose Willow	
<i>Lycopus</i>	<i>rubellus</i>	Stalked Bugleweed	
<i>Lyonia</i>	<i>ligustrina</i>	Southern Maleberry	‡
<i>Lysimachia</i>	<i>quadrifolia</i>	Whorled Yellow Loosestrife	
<i>Maianthemum</i>	<i>racemosum</i>	False Solomon's Seal	

<i>Microstegium</i>	<i>vimineum</i>	Japanese Stilt Grass	
<i>Mitchella</i>	<i>repens</i>	Partridge-berry	
<i>Muscadinia</i>	<i>rotundifolia</i>	Muscadine	
<i>Nabalus</i>	<i>altissimus</i>	Tall Rattlesnake-root	
<i>Nyssa</i>	<i>sylvatica</i>	Black Gum	‡
<i>Oenothera</i>	<i>biennis</i>	Evening Primrose	
<i>Onoclea</i>	<i>sensibilis</i>	Sensitive Fern	
<i>Osmundastrum</i>	<i>cinnamomeum</i>	Cinnamon Fern	‡
<i>Oxalis</i>	<i>stricta</i>	Common Yellow Oxalis	
<i>Oxydendrum</i>	<i>arboreum</i>	Sourwood	
<i>Packera</i>	<i>anonyma</i>	Small's Ragwort	
<i>Parthenium</i>	<i>integrifolium</i> var. <i>integrifolium</i>	Wild Quinine	
<i>Paulownia</i>	<i>tomentosa</i>	Princess Tree	
<i>Phegopteris</i>	<i>hexagonoptera</i>	Broad Beech Fern	
<i>Phoradendron</i>	<i>leucarpum</i>	Mistletoe	
<i>Pinus</i>	<i>echinata</i>	Short-leaf Pine	
<i>Pinus</i>	<i>strobus</i>	White Pine	
<i>Pinus</i>	<i>taeda</i>	Loblolly Pine	
<i>Pinus</i>	<i>virginiana</i>	Virginia Pine	
<i>Pityopsis</i>	<i>graminifolia</i> var. <i>graminifolia</i>	Narrowleaf Silkgrass	
<i>Plantago</i>	<i>lanceolata</i>	English Plantain	
<i>Plantago</i>	<i>rugelii</i>	Blackseed Plantain	
<i>Polygaloides</i>	<i>paucifolia</i>	Gaywings	
<i>Polystichum</i>	<i>acrostichoides</i>	Christmas Fern	
<i>Potentilla</i>	<i>canadensis</i>	Dwarf Cinquefoil	
<i>Potentilla</i>	<i>simplex</i> var. <i>simplex</i>	Common Cinquefoil	
<i>Prunella</i>	<i>vulgaris</i>	Common Self-heal	
<i>Prunus</i>	<i>serotina</i>	Black Cherry	
<i>Pseudognaphalium</i>	<i>obtusifolium</i>	Fragrant Rabbit Tobacco	
<i>Pteridium</i>	<i>latiusculum</i> var. <i>pseudocaudatum</i>	Southern Bracken	
<i>Pycnanthemum</i>	<i>loomisii</i>	Loomis' Mountain Mint	
<i>Pyrus</i>	<i>calleryana</i>	Bradford Pear	
<i>Quercus</i>	<i>alba</i>	White Oak	
<i>Quercus</i>	<i>coccinea</i>	Scarlet Oak	
<i>Quercus</i>	<i>falcata</i>	Southern Red Oak	
<i>Quercus</i>	<i>marilandica</i>	Blackjack Oak	
<i>Quercus</i>	<i>montana</i>	Chestnut Oak	
<i>Quercus</i>	<i>velutina</i>	Black Oak	
<i>Quercus</i>	<i>muehlenbergii</i>	Chinquapin Oak	
<i>Rhododendron</i>	<i>periclymenoides</i>	Pinxterflower	
<i>Rhus</i>	<i>copallinum</i> var. <i>copallinum</i>	Winged Sumac	
<i>Rhus</i>	<i>glabra</i>	Smooth Sumac	
<i>Robinia</i>	<i>pseudoacacia</i>	Black Locust	

<i>Rosa</i>	<i>multiflora</i>	<b>Multiflora Rose</b>	
<i>Rubus</i>	<i>flagellaris</i>	Common Dewberry	
<i>Rubus</i>	<i>occidentalis</i>	Wild Black Raspberry	
<i>Rubus</i>	<i>pensilvanicus</i>	Southern Blackberry	
<i>Rubus</i>	<i>phoenicolasius</i>	Wineberry	
<i>Rudbeckia</i>	<i>hirta</i> var. <i>hirta</i>	Black-eyed Susan	
<i>Sambucus</i>	<i>canadensis</i>	Common Elderberry	
<i>Sassafras</i>	<i>albidum</i>	Sassafras	
<i>Schizachyrium</i>	<i>scoparium</i>	Little Bluestem	
<i>Scirpus</i>	<i>cyperinus</i>	Woolgrass Bulrush	
<i>Scutellaria</i>	<i>elliptica</i> var. <i>elliptica</i>	Hairy Skullcap	
<i>Setaria</i>	<i>glauca</i>	Yellow Foxtail Grass	
<i>Smilax</i>	<i>glauca</i>	Glaucous Greenbrier	
<i>Smilax</i>	<i>rotundifolia</i>	Common Greenbrier	
<i>Solanum</i>	<i>carolinense</i> var. <i>carolinense</i>	Horse-nettle	
<i>Solidago</i>	<i>altissima</i>	Tall Goldenrod	
<i>Solidago</i>	<i>arguta</i> var. <i>caroliniana</i>	Atlantic Goldenrod	
<i>Solidago</i>	<i>caesia</i>	Bluestem Goldenrod	
<i>Solidago</i>	<i>erecta</i>	Erect Goldenrod	
<i>Solidago</i>	<i>gigantea</i>	Giant Goldenrod	
<i>Solidago</i>	<i>nemoralis</i>	Gray-stem Goldenrod	
<i>Solidago</i>	<i>odora</i>	Sweet Goldenrod	
<i>Solidago</i>	<i>rugosa</i> var. <i>aspera</i>	Rough-leaved Goldenrod	
<i>Sorghastrum</i>	<i>nutans</i>	Yellow Indiangrass	
<i>Sphagnum</i>	<i>sp.</i>	Peat Moss	‡
<i>Spiraea</i>	<i>japonica</i>	Japanese Spiraea	
<i>Spiranthes</i>	<i>lacera</i> var. <i>gracilis</i>	Southern Slender Ladies'-tresses	
<i>Stewartia</i>	<i>ovata</i>	Mountain Camellia	
<i>Symphyotrichum</i>	<i>cordifolium</i>	Heart-leaved Aster	
<i>Symphyotrichum</i>	<i>dumosum</i>	Rice Button Aster	
<i>Symphyotrichum</i>	<i>lateriflorum</i>	Goblet Aster	
<i>Symphyotrichum</i>	<i>pilosum</i>	White Oldfield Aster	
<i>Thalictrum</i>	<i>sp.</i>	Meadow Rue	
<i>Thelypteris</i>	<i>noveboracensis</i>	New York Fern	
<i>Tilia</i>	<i>americana</i> var. <i>heterophylla</i>	Mountain Basswood	
<i>Tipularia</i>	<i>discolor</i>	Cranefly Orchid	
<i>Toxicodendron</i>	<i>radicans</i>	Poison Ivy	
<i>Tridens</i>	<i>flavus</i>	Greasy Grass	
<i>Trifolium</i>	<i>pratense</i>	Red Clover	
<i>Tsuga</i>	<i>canadensis</i>	Eastern Hemlock	
<i>Ulmus</i>	<i>alata</i>	Winged Elm	
<i>Ulmus</i>	<i>rubra</i>	Red Elm	
<i>Vaccinium</i>	<i>arboreum</i>	Farkleberry	

<i>Vaccinium</i>	<i>corymbosum</i>	Highbush Blueberry
<i>Vaccinium</i>	<i>pallidum</i>	Lowbush Blueberry
<i>Viburnum</i>	<i>acerifolium</i>	Mapleleaf Viburnum
<i>Viola</i>	<i>pedata</i>	Birdfoot Violet
<i>Viola</i>	<i>sp.</i>	Violet
<i>Vitis</i>	<i>aestivalis</i>	Summer Grape
<i>Xanthorhiza</i>	<i>simplicissima</i>	Yellowroot

**Birds** (Neotropical migrants in **Orange**)

<b>Turkey Vulture</b>	<i>Cathartes aura</i>
Downy Woodpecker	<i>Picoides pubescens</i>
<b>Eastern Phoebe</b>	<i>Sayornis phoebe</i>
Blue Jay	<i>Cyanocitta cristata</i>
American Crow	<i>Corvus brachyrhynchos</i>
Carolina Chickadee	<i>Poecile carolinensis</i>
White-breasted Nuthatch	<i>Sitta carolinensis</i>
Carolina Wren	<i>Thryothorus ludovicianus</i>
Winter Wren	<i>Troglodytes hiemalis</i>
<b>Golden-crowned Kinglet</b>	<i>Regulus satrapa</i>
<b>Hooded Warbler</b>	<i>Setophaga citrina</i>
<b>Yellow-rumped Warbler</b>	<i>Setophaga coronata</i>
<b>Dark-eyed Junco</b>	<i>Junco hyemalis</i>
Northern Cardinal	<i>Cardinalis cardinalis</i>
<b>American Goldfinch</b>	<i>Carduelis tristis</i>

**Butterflies**

Silver-spotted Skipper	<i>Epargyreus clarus</i>
Fiery Skipper	<i>Hylephila phyleus</i>
Sleepy Orange	<i>Abaeis nicippe</i>
Gray Hairstreak	<i>Strymon melinus</i>
Monarch	<i>Danaus plexippus</i>
Common Buckeye	<i>Junonia coenia</i>
Painted Lady	<i>Vanessa cardui</i>

**Other**

White-tailed Deer	<i>Odocoileus virginianus</i>
Spring Peeper	<i>Pseudacris crucifer</i>
Autumn Meadowhawk	<i>Sympetrum vicinum</i>
Fire Ant sp.	

# ARCHAEOLOGICAL REPORT

## TN DIVISION of ARCHAEOLOGY LETTER on ARCHAEOLOGY DATABASE

**Tom Howe**

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**From:** TDOA SiteFile <TDOA.SiteFile@tn.gov>  
**Sent:** Thursday, November 08, 2018 10:35 AM  
**To:** Tom Howe  
**Subject:** RE: Savage Point Archaeological Report

Tom,

There are no recorded archaeological sites within the Sequatchie County property boundary provided. There are two recorded archaeological sites within approximately one mile of the property boundary provided including a Trail of Tears route. It is important to note that this area has not been comprehensively surveyed to determine the presence or absence of archaeological sites.

If you are planning a project with ground disturbing activities, we recommend you contact the state programs archaeologist (contact information below) for a technical review.

Daniel Brock  
State Programs Archaeologist  
[Daniel.Brock@tn.gov](mailto:Daniel.Brock@tn.gov)

Kind regards,

Satin

*The information provided in this map check does not fulfill compliance requirements under federal regulations such as NEPA or Section 106 of the National Historic Preservation Act nor can it be taken as a recommendation for or against further archaeological investigation. Detailed archaeological background information for project locations can be obtained by contracting with a qualified professional archaeological consultant.*



**Satin B. Platt** | Site File Curator  
Tennessee Division of Archaeology  
1216 Foster Avenue  
Cole Building #3  
Nashville, TN 37243  
p. 615-687-4777  
[satin.platt@tn.gov](mailto:satin.platt@tn.gov)  
<https://www.tn.gov/environment/ncourroom-areas/arch-archaeology.html>

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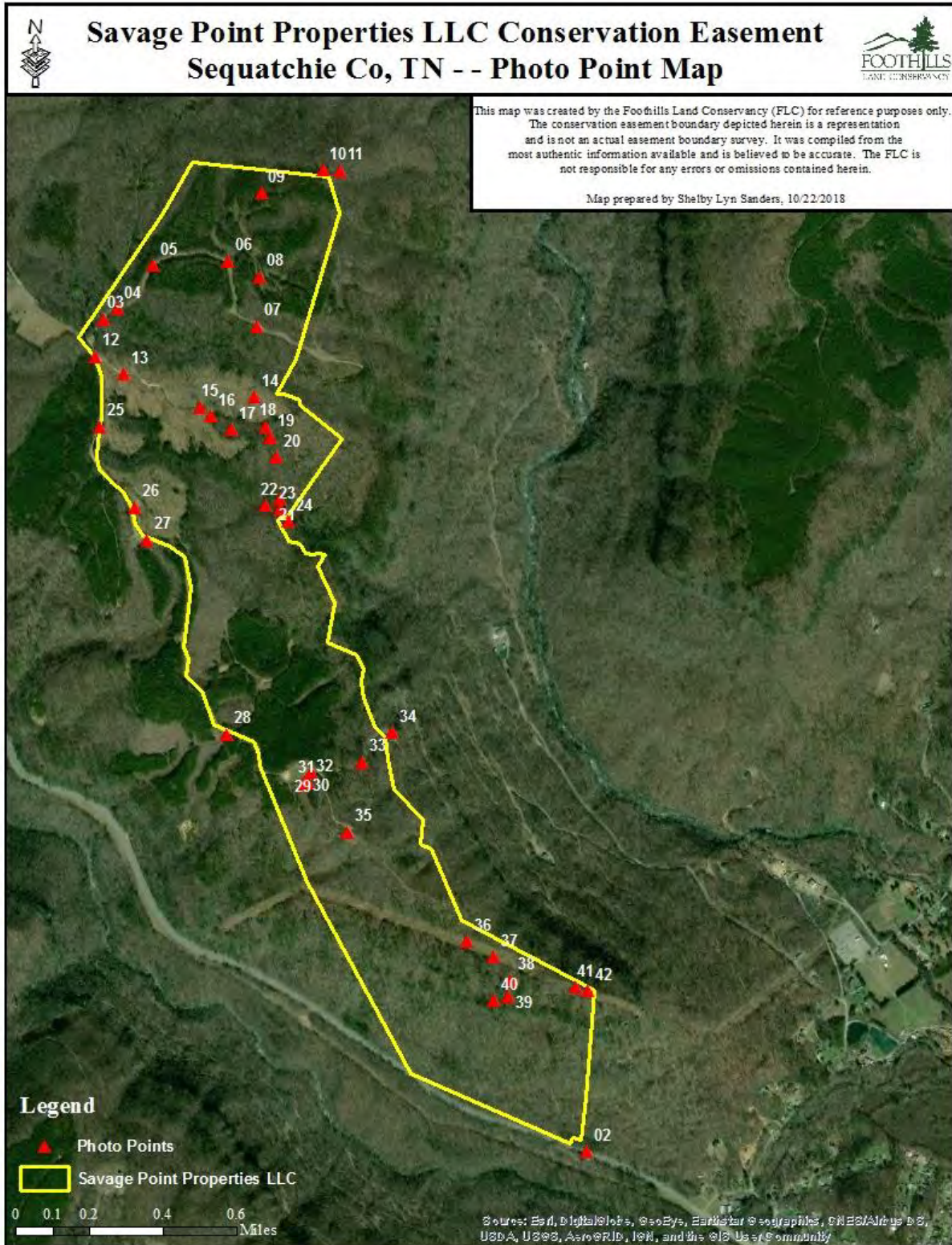
**From:** Tom Howe [<mailto:thowe@foothillisland.org>]  
**Sent:** Wednesday, November 07, 2018 9:42 AM  
**To:** TDOA SiteFile  
**Subject:** Savage Point Archaeological Report

\*\*\* This is an EXTERNAL email. Please exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email - STS-Security. \*\*\*

Satin,

# PHOTOGRAPHS OF CURRENT SITE CONDITIONS

## PHOTO POINT MAP





## KEY TO PHOTOGRAPHS

Photo#	File Name	Title	Subject	Photog	Latitude	Longitude	Time	Date	Photo Dir
1	IMG_6066.JPG	Savage Point Properties, LLC	Savage Point Scenery from TN Hwy 8	MClebsch	N 35° 24' 07.92"	W 85° 23' 14.17"	9:19:42 AM	10/31/2018	323° NW
2	IMG_6070.JPG	Savage Point Properties, LLC	Boundary Forest on Hwy 8	MClebsch	N 35° 24' 20.92"	W 85° 23' 41.99"	9:21:04 AM	10/31/2018	299° WNW
3	IMG_4256.JPG	Savage Point Properties, LLC	Oak Forest along Entrance Road	THowe	N 35° 25' 57.11"	W 85° 24' 50.54"	9:35:25 AM	10/31/2018	45° NE
4	IMG_6086.JPG	Savage Point Properties, LLC	Idle Track Hoe Along Entrancy Road	MClebsch	N 35° 25' 58.29"	W 85° 24' 48.51"	10:48:46 AM	10/31/2018	147° SSE
5	IMG_4257.JPG	Savage Point Properties, LLC	Mowed Areas along Many Roads	THowe	N 35° 26' 03.34"	W 85° 24' 43.40"	9:38:10 AM	10/31/2018	63° ENE
6	IMG_4258.JPG	Savage Point Properties, LLC	Edge Transition into Oak Forest	THowe	N 35° 26' 03.85"	W 85° 24' 32.80"	9:43:47 AM	10/31/2018	68° ENE
7	IMG_6075.JPG	Savage Point Properties, LLC	Edge of Oak Forest Along Road	MClebsch	N 35° 25' 56.32"	W 85° 24' 28.65"	10:09:13 AM	10/31/2018	297° WNW
8	IMG_4266.JPG	Savage Point Properties, LLC	Scrubby Habitat of Open Areas	THowe	N 35° 26' 01.98"	W 85° 24' 28.46"	10:39:51 AM	10/31/2018	176° S
9	IMG_4263.JPG	Savage Point Properties, LLC	Typical Side Road Though Oak Forest	THowe	N 35° 26' 11.73"	W 85° 24' 28.13"	10:17:00 AM	10/31/2018	77° ENE
10	IMG_4265.JPG	Savage Point Properties, LLC	Virginia Pine Often at Edges of Clearings	THowe	N 35° 26' 14.38"	W 85° 24' 19.29"	10:24:08 AM	10/31/2018	300° WNW
11	IMG_6080.JPG	Savage Point Properties, LLC	Boundary Trees at Northeast Corner	MClebsch	N 35° 26' 14.30"	W 85° 24' 16.92"	10:28:09 AM	10/31/2018	166° SSE
12	IMG_4267.JPG	Savage Point Properties, LLC	Old Rock Piles Near Entrance	THowe	N 35° 25' 52.77"	W 85° 24' 51.67"	10:50:01 AM	10/31/2018	153° SSE
13	IMG_4268.JPG	Savage Point Properties, LLC	Left Fork in Road at Rock Piles	THowe	N 35° 25' 50.75"	W 85° 24' 47.55"	10:51:24 AM	10/31/2018	86° E
14	IMG_4279.JPG	Savage Point Properties, LLC	Road Deadending in Scrubby Area	THowe	N 35° 25' 48.14"	W 85° 24' 29.06"	11:33:08 AM	10/31/2018	97° E
15	IMG_4269.JPG	Savage Point Properties, LLC	Clearing by Road in Oak Forest	THowe	N 35° 25' 46.92"	W 85° 24' 36.84"	10:56:24 AM	10/31/2018	188° S
16	IMG_4270.JPG	Savage Point Properties, LLC	Top of Mesophytic Drainage	THowe	N 35° 25' 45.89"	W 85° 24' 35.16"	11:00:39 AM	10/31/2018	113° ESE
17	IMG_4273.JPG	Savage Point Properties, LLC	Drain Holes Scattered Along Drainage	THowe	N 35° 25' 44.39"	W 85° 24' 32.28"	11:08:05 AM	10/31/2018	231° SW
18	IMG_4278.JPG	Savage Point Properties, LLC	Rock Outcrops High in Mesophytic Forest	THowe	N 35° 25' 44.73"	W 85° 24' 27.47"	11:25:54 AM	10/31/2018	253° WSW
19	IMG_4275.JPG	Savage Point Properties, LLC	Wide Ravine of Mesophytic Forest	THowe	N 35° 25' 43.47"	W 85° 24' 26.81"	11:12:36 AM	10/31/2018	112° ESE
20	IMG_4277.JPG	Savage Point Properties, LLC	Drainage in Upper Reaches of Mesic Forest	THowe	N 35° 25' 41.13"	W 85° 24' 25.99"	11:18:58 AM	10/31/2018	341° NNW
21	IMG_4313.JPG	Savage Point Properties, LLC	Mesophytic Forest Slopes	THowe	N 35° 25' 36.25"	W 85° 24' 25.52"	1:37:13 PM	10/31/2018	261° W
22	IMG_6153.JPG	Savage Point Properties, LLC	Tributary of Big Brush Creek	MClebsch	N 35° 25' 35.60"	W 85° 24' 27.50"	1:36:23 PM	10/31/2018	254° WSW
23	IMG_6146.JPG	Savage Point Properties, LLC	Some Mature Trees in Mesophytic Forest	MClebsch	N 35° 25' 35.17"	W 85° 24' 25.49"	1:32:29 PM	10/31/2018	302° WNW
24	IMG_4309.JPG	Savage Point Properties, LLC	Creek Crossing Road Along Boundary	THowe	N 35° 25' 33.77"	W 85° 24' 24.20"	1:28:30 PM	10/31/2018	338° NNW
25	IMG_6128.JPG	Savage Point Properties, LLC	Open Area Regenerating with Red Maple	MClebsch	N 35° 25' 44.68"	W 85° 24' 51.06"	11:45:53 AM	10/31/2018	141° SE
26	IMG_4280.JPG	Savage Point Properties, LLC	Fallow Pasture	THowe	N 35° 25' 35.38"	W 85° 24' 46.09"	11:55:24 AM	10/31/2018	0° N
27	IMG_4281.JPG	Savage Point Properties, LLC	Road Through Pine Plantation	THowe	N 35° 25' 31.56"	W 85° 24' 44.28"	11:56:52 AM	10/31/2018	108° ESE
28	IMG_4282.JPG	Savage Point Properties, LLC	Road Entering Pine Plantation	THowe	N 35° 25' 09.11"	W 85° 24' 33.02"	12:05:04 PM	10/31/2018	65° ENE
29	IMG_4287.JPG	Savage Point Properties, LLC	Dirt Road Leading to Powerline Cut	THowe	N 35° 25' 04.81"	W 85° 24' 20.96"	12:16:22 PM	10/31/2018	114° ESE
30	IMG_4315.JPG	Savage Point Properties, LLC	Field Planted in Clover	THowe	N 35° 25' 03.68"	W 85° 24' 21.92"	1:56:07 PM	10/31/2018	311° NW
31	IMG_6155.JPG	Savage Point Properties, LLC	Wildlife Burrow	MClebsch	N 35° 25' 03.38"	W 85° 24' 22.31"	1:55:23 PM	10/31/2018	249° WSW
32	IMG_6160.JPG	Savage Point Properties, LLC	Cumberland Seepage Forest Wetland	MClebsch	N 35° 25' 03.52"	W 85° 24' 21.43"	2:00:57 PM	10/31/2018	179° S
33	IMG_4284.JPG	Savage Point Properties, LLC	Road Through Pine Plantation	THowe	N 35° 25' 05.94"	W 85° 24' 13.79"	12:08:23 PM	10/31/2018	341° NNW
34	IMG_6129.JPG	Savage Point Properties, LLC	Leaving Property Towards Savage Point Rd	MClebsch	N 35° 25' 09.33"	W 85° 24' 09.59"	12:11:10 PM	10/31/2018	153° SSE
35	IMG_4288.JPG	Savage Point Properties, LLC	Regenerating Pine Plantation	THowe	N 35° 24' 57.83"	W 85° 24' 15.96"	12:18:44 PM	10/31/2018	150° SSE
36	IMG_4290.JPG	Savage Point Properties, LLC	Powerline Cut Looking West	THowe	N 35° 24' 45.16"	W 85° 23' 58.99"	12:26:07 PM	10/31/2018	285° WNW
37	IMG_4704.JPG	Savage Point Properties, LLC	Powerline Cut Looking East	MClebsch	N 35° 24' 43.37"	W 85° 23' 55.20"	10:23:01 AM	8/29/2018	136° SE
38	IMG_4297.JPG	Savage Point Properties, LLC	Evidence of Fire	THowe	N 35° 24' 40.64"	W 85° 23' 52.70"	12:47:50 PM	10/31/2018	120° ESE
39	IMG_4301.JPG	Savage Point Properties, LLC	Steep Oak Forest Below Ridge Crest	THowe	N 35° 24' 38.76"	W 85° 23' 53.14"	12:54:30 PM	10/31/2018	171° S
40	IMG_4303.JPG	Savage Point Properties, LLC	Bluff Home to Sparse Acid Cliff Vegetation	THowe	N 35° 24' 38.35"	W 85° 23' 55.12"	12:59:27 PM	10/31/2018	34° NE
41	IMG_4295.JPG	Savage Point Properties, LLC	Oak Forest at Edge of Top of Bluff	THowe	N 35° 24' 39.86"	W 85° 23' 43.58"	12:39:40 PM	10/31/2018	282° WNW
42	IMG_4706.JPG	Savage Point Properties, LLC	View from Tower on Southeast Boundary	MClebsch	N 35° 24' 39.47"	W 85° 23' 41.77"	10:25:37 AM	8/29/2018	120° ESE

**PHOTOGRAPHS**

Savage Point, LLC      IMG\_6066.JPG      MClebsch  
01      Savage Point Scenery from TN Hwy 8



W 85° 23' 14.17"      870 ft      10/31/2018  
N 35° 24' 07.92"      323° NW      9:19:42 AM

Savage Point, LLC      IMG\_6070.JPG      MClebsch  
02      Boundary Forest on Hwy 8



W 85° 23' 41.99"      891 ft      10/31/2018  
N 35° 24' 20.92"      299° WNW      9:21:04 AM

Savage Point, LLC      IMG\_4256.JPG  
03      Oak Forest along Entrance Road

THowe



W 85° 24' 50.54"      2090 ft      10/31/2018  
N 35° 25' 57.11"      45° NE      9:35:25 AM

Savage Point, LLC      IMG\_6086.JPG  
04      Idle Track Hoe Along Entrancy Road

MClebsch



W 85° 24' 48.51"      2066 ft      10/31/2018  
N 35° 25' 58.29"      147° SSE      10:48:46 AM

Savage Point, LLC      IMG\_4257.JPG  
05      Mowed Areas along Many Roads

THowe



W 85° 24' 43.40"      1949 ft      10/31/2018  
N 35° 26' 03.34"      63° ENE      9:38:10 AM

Savage Point, LLC      IMG\_4258.JPG  
06      Edge Transition into Oak Forest

THowe



W 85° 24' 32.80"      2065 ft      10/31/2018  
N 35° 26' 03.85"      68° ENE      9:43:47 AM

Savage Point, LLC  
07

IMG\_6075.JPG  
Edge of Oak Forest Along Road

MClebsch



W 85° 24' 28.65"  
N 35° 25' 56.32"

2001 ft  
297° WNW

10/31/2018  
10:09:13 AM

Savage Point, LLC  
08

IMG\_4266.JPG  
Scrubby Habitat of Open Areas

THowe



W 85° 24' 28.46"  
N 35° 26' 01.98"

2028 ft  
176° S

10/31/2018  
10:39:51 AM

Savage Point, LLC      IMG\_4263.JPG  
09      Typical Side Road Through Oak Forest

THowe



W 85° 24' 28.13"      2029 ft      10/31/2018  
N 35° 26' 11.73"      77° ENE      10:17:00 AM

Savage Point, LLC      IMG\_4265.JPG  
10      Virginia Pine Often at Edges of Clearings

THowe



W 85° 24' 19.29"      1972 ft      10/31/2018  
N 35° 26' 14.38"      300° WNW      10:24:08 AM

Savage Point, LLC  
11

IMG\_6080.JPG  
Boundary Trees at Northeast Corner

MClebsch



W 85° 24' 16.92"  
N 35° 26' 14.30"

1938 ft  
166° SSE

10/31/2018  
10:28:09 AM

Savage Point, LLC  
12

IMG\_4267.JPG  
Old Rock Piles Near Entrance

THowe



W 85° 24' 51.67"  
N 35° 25' 52.77"

2071 ft  
153° SSE

10/31/2018  
10:50:01 AM

Savage Point, LLC      IMG\_4268.JPG  
13      Left Fork in Road at Rock Piles

THowe



W 85° 24' 47.55"      2055 ft      10/31/2018  
N 35° 25' 50.75"      86° E      10:51:24 AM

Savage Point, LLC      IMG\_4279.JPG  
14      Road Deadending in Scrubby Area

THowe



W 85° 24' 29.06"      1988 ft      10/31/2018  
N 35° 25' 48.14"      97° E      11:33:08 AM



Savage Point, LLC      IMG\_4269.JPG  
15      Clearing by Road in Oak Forest

THowe



W 85° 24' 36.84"  
N 35° 25' 46.92"

2039 ft  
188° S

10/31/2018  
10:56:24 AM

Savage Point, LLC      IMG\_4270.JPG  
16      Top of Mesophytic Drainage

THowe



43

W 85° 24' 35.16"  
N 35° 25' 45.89"

2029 ft  
113° ESE

10/31/2018  
11:00:39 AM

Savage Point, LLC      IMG\_4273.JPG      THowe  
17      Drain Holes Scattered Along Drainage



W 85° 24' 32.28"      1988 ft      10/31/2018  
N 35° 25' 44.39"      231° SW      11:08:05 AM

Savage Point, LLC      IMG\_4278.JPG      THowe  
18      Rock Outcrops High in Mesophytic Forest



W 85° 24' 27.47"      1961 ft      10/31/2018  
N 35° 25' 44.73"      253° WSW      11:25:54 AM

Savage Point, LLC      IMG\_4275.JPG  
19      Wide Ravine of Mesophytic Forest

THowe



W 85° 24' 26.81"      1947 ft      10/31/2018  
N 35° 25' 43.47"      112° ESE      11:12:36 AM

Savage Point, LLC      IMG\_4277.JPG  
20      Drainage in Upper Reaches of Mesic Forest

THowe



45      W 85° 24' 25.99"      1857 ft      10/31/2018  
N 35° 25' 41.13"      341° NNW      11:18:58 AM

Savage Point, LLC  
21

IMG\_4313.JPG

THowe

Mesophytic Forest Slopes



W 85° 24' 25.52"      1745 ft      10/31/2018  
N 35° 25' 36.25"      261° W      1:37:13 PM

Savage Point, LLC  
22

IMG\_6153.JPG

MClebsch

Tributary of Big Brush Creek



W 85° 24' 27.50"      1787 ft      10/31/2018  
N 35° 25' 35.60"      254° WSW      1:36:23 PM

Savage Point, LLC      IMG\_6146.JPG      MClebsch  
23      Some Mature Trees in Mesophytic Forest



W 85° 24' 25.49"      1734 ft      10/31/2018  
N 35° 25' 35.17"      302° WNW      1:32:29 PM

Savage Point, LLC      IMG\_4309.JPG      THowe  
24      Creek Crossing Road Along Boundary



W 85° 24' 24.20"      1746 ft      10/31/2018  
N 35° 25' 33.77"      338° NNW      1:28:30 PM

Savage Point, LLC  
25

IMG\_6128.JPG  
Open Area Regenerating with Red Maple

MClebsch



W 85° 24' 51.06"  
N 35° 25' 44.68"

2070 ft  
141° SE

10/31/2018  
11:45:53 AM

Savage Point, LLC  
26

IMG\_4280.JPG  
Fallow Pasture

THowe



W 85° 24' 46.09"  
N 35° 25' 35.38"

2032 ft  
0° N

10/31/2018  
11:55:24 AM

Savage Point, LLC      IMG\_4281.JPG  
27                      Road Through Pine Plantation

THowe



W 85° 24' 44.28"                      2010 ft                      10/31/2018  
N 35° 25' 31.56"                      108° ESE                      11:56:52 AM

Savage Point, LLC                      IMG\_4282.JPG                      THowe  
28                      Road Entering Pine Plantation



W 85° 24' 33.02"                      1853 ft                      10/31/2018  
N 35° 25' 09.11"                      65° ENE                      12:05:04 PM

Savage Point, LLC      IMG\_4287.JPG  
29      Dirt Road Leading to Powerline Cut

THowe



W 85° 24' 20.96"      1886 ft      10/31/2018  
N 35° 25' 04.81"      114° ESE      12:16:22 PM

Savage Point, LLC      IMG\_4315.JPG  
30      Field Planted in Clover

THowe



W 85° 24' 21.92"      1844 ft      10/31/2018  
N 35° 25' 03.68"      311° NW      1:56:07 PM



Savage Point, LLC  
31

IMG\_6155.JPG  
Wildlife Burrow

MClebsch



W 85° 24' 22.31"  
N 35° 25' 03.38"

1858 ft  
249° WSW

10/31/2018  
1:55:23 PM

Savage Point, LLC  
32

IMG\_6160.JPG  
Cumberland Seepage Forest Wetland

MClebsch



W 85° 24' 21.43"  
N 35° 25' 03.52"

1827 ft  
179° S

10/31/2018  
2:00:57 PM

Savage Point, LLC      IMG\_4284.JPG  
33      Road Through Pine Plantation

THowe



W 85° 24' 13.79"      1836 ft      10/31/2018  
N 35° 25' 05.94"      341° NNW      12:08:23 PM

Savage Point, LLC      IMG\_6129.JPG      MClebsch  
34      Leaving Property Towards Savage Point Road



W 85° 24' 09.59"      1755 ft      10/31/2018  
N 35° 25' 09.33"      153° SSE      12:11:10 PM

Savage Point, LLC  
35

IMG\_4288.JPG  
Regenerating Pine Plantation

THowe



W 85° 24' 15.96"  
N 35° 24' 57.83"

1940 ft  
150° SSE

10/31/2018  
12:18:44 PM

Savage Point, LLC  
36

IMG\_4290.JPG  
Powerline Cut Looking West

THowe



W 85° 23' 58.99"  
N 35° 24' 45.16"

1845 ft  
285° WNW

10/31/2018  
12:26:07 PM

Savage Point, LLC  
37

IMG\_4704.JPG  
Powerline Cut Looking East

MClebsch



W 85° 23' 55.20"  
N 35° 24' 43.37"

1798 ft  
136° SE

8/29/2018  
10:23:01 AM

Savage Point, LLC  
38

IMG\_4297.JPG  
Evidence of Fire

THowe



W 85° 23' 52.70"  
N 35° 24' 40.64"

1750 ft  
120° ESE

10/31/2018  
12:47:50 PM

Savage Point, LLC      IMG\_4301.JPG  
39      Steep Oak Forest Below Ridge Crest

THowe



W 85° 23' 53.14"  
N 35° 24' 38.76"

1664 ft  
171° S

10/31/2018  
12:54:30 PM

Savage Point, LLC      IMG\_4303.JPG  
40      Bluff Home to Sparse Acid Cliff Vegetation

THowe



W 85° 23' 55.12"  
N 35° 24' 38.35"

1724 ft  
34° NE

10/31/2018  
12:59:27 PM

Savage Point, LLC      IMG\_4295.JPG  
41      Oak Forest at Edge of Top of Bluff

THowe



W 85° 23' 43.58"      1778 ft      10/31/2018  
N 35° 24' 39.86"      282° WNW      12:39:40 PM

Savage Point, LLC      IMG\_4706.JPG  
42      View from Tower on Southeast Boundary

MClebsch

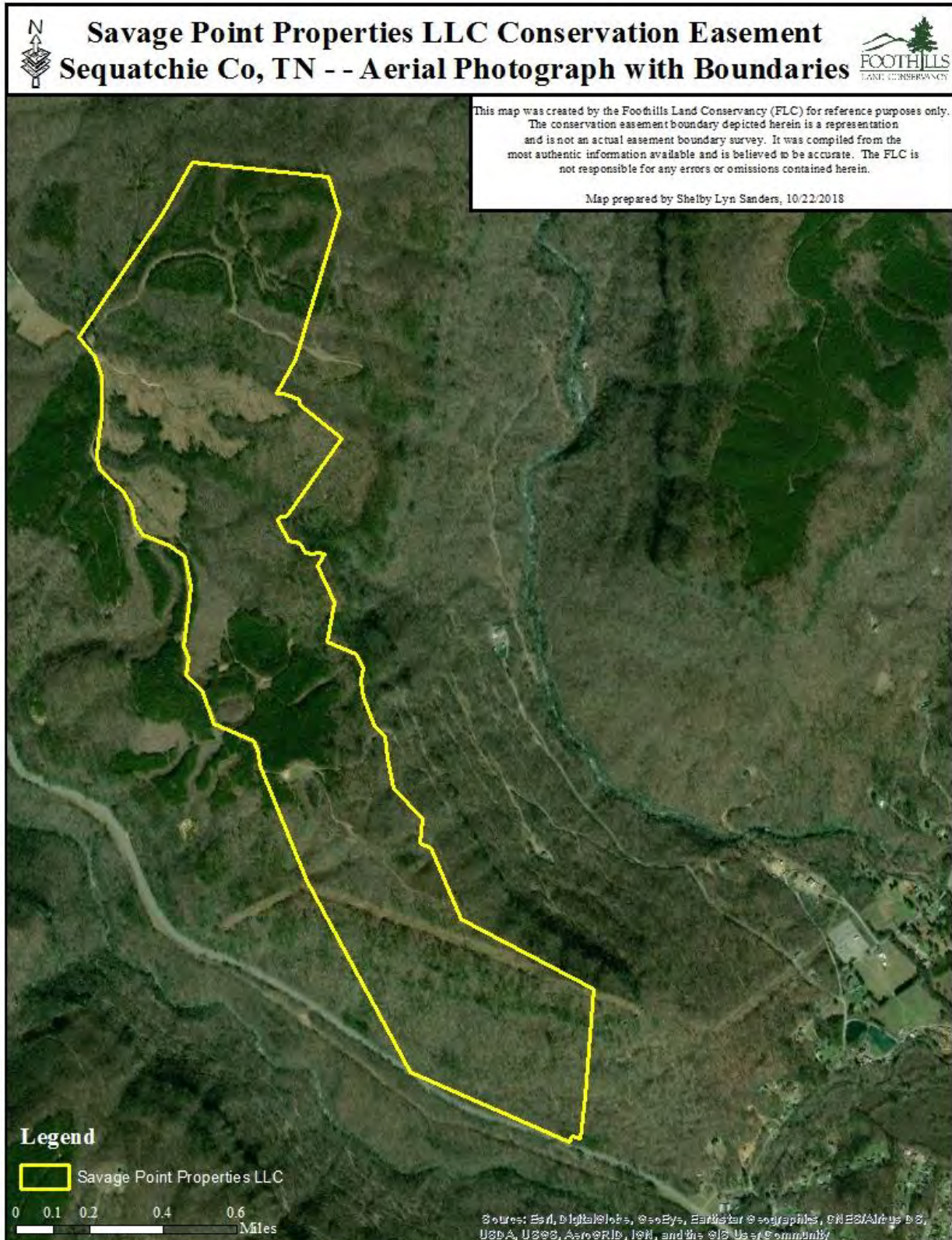


W 85° 23' 41.77"      1759 ft      8/29/2018  
N 35° 24' 39.47"      120° ESE      10:25:37 AM

## MAPS

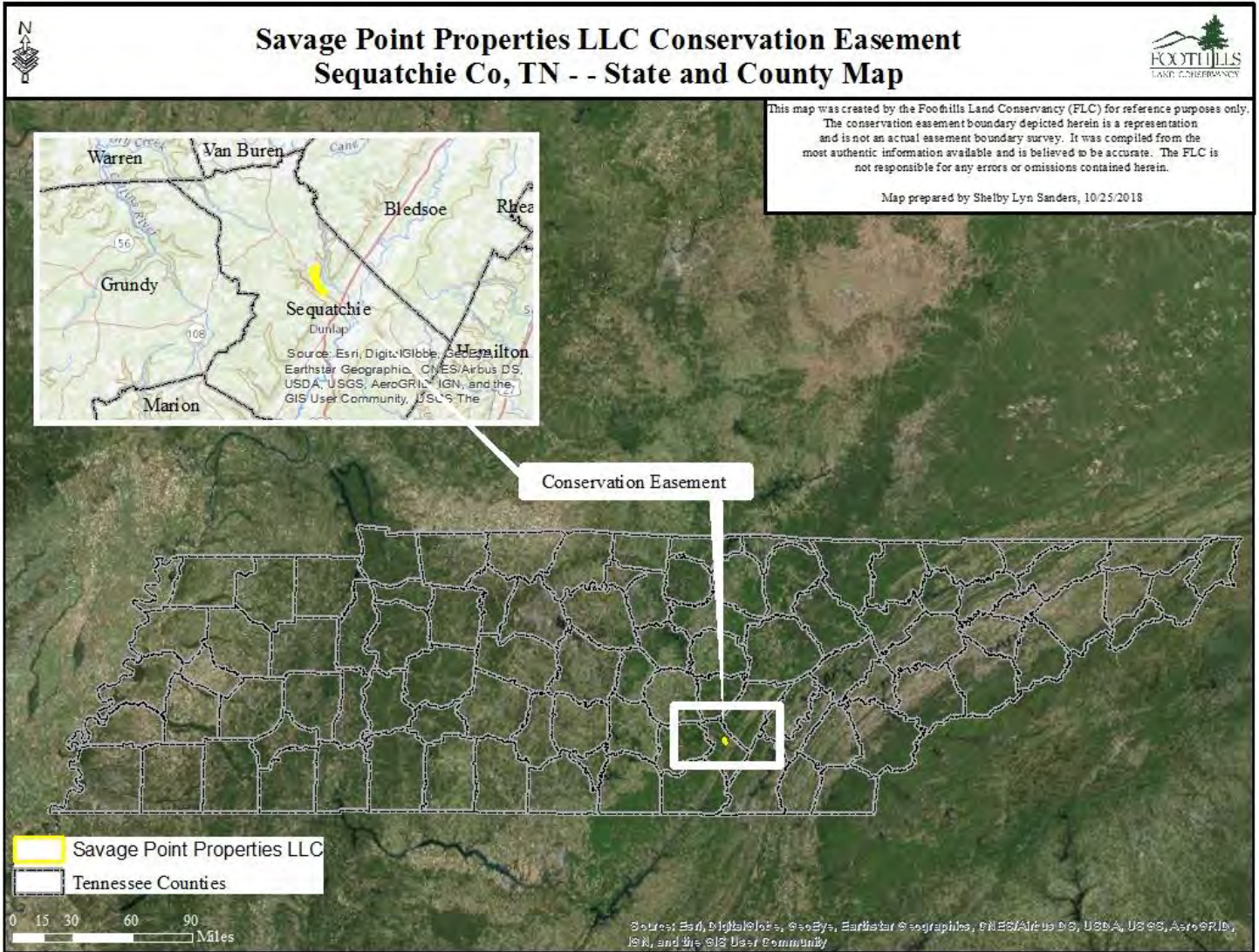
- Aerial Photograph with Boundaries
- State and County Map
- USGS Quadrangle Map
- Watershed Map
- Wetlands Map
- Flood Zone Map
- Soils Map with Descriptions
- Prime Agricultural Soils
- Sub-surface Geology Map and Legend
- Land Use Map
- House Sites Map
- Survey Drawing
- Conservation Management Areas Map
- Anthropogenic Features Map

# AERIAL PHOTOGRAPH WITH BOUNDARIES

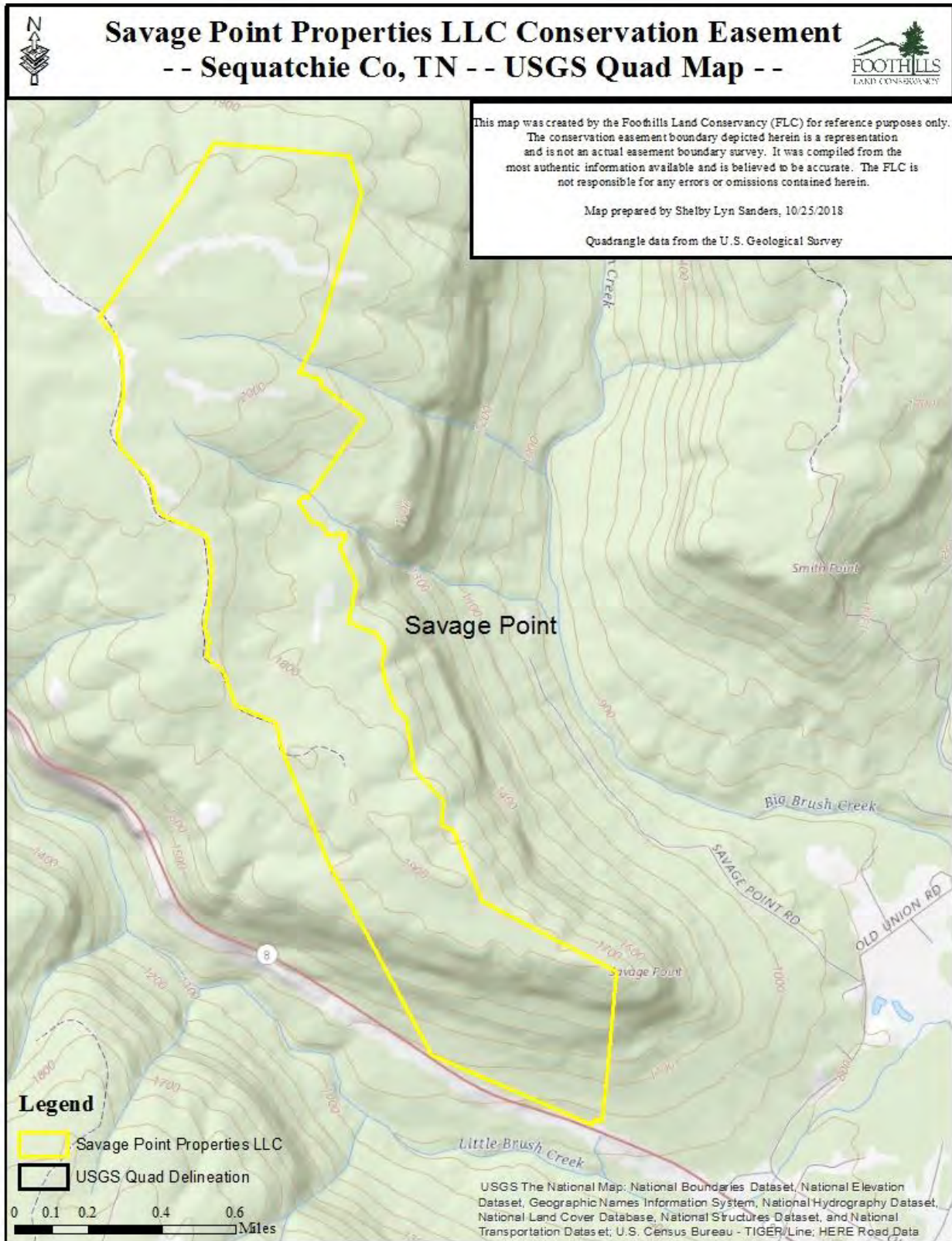




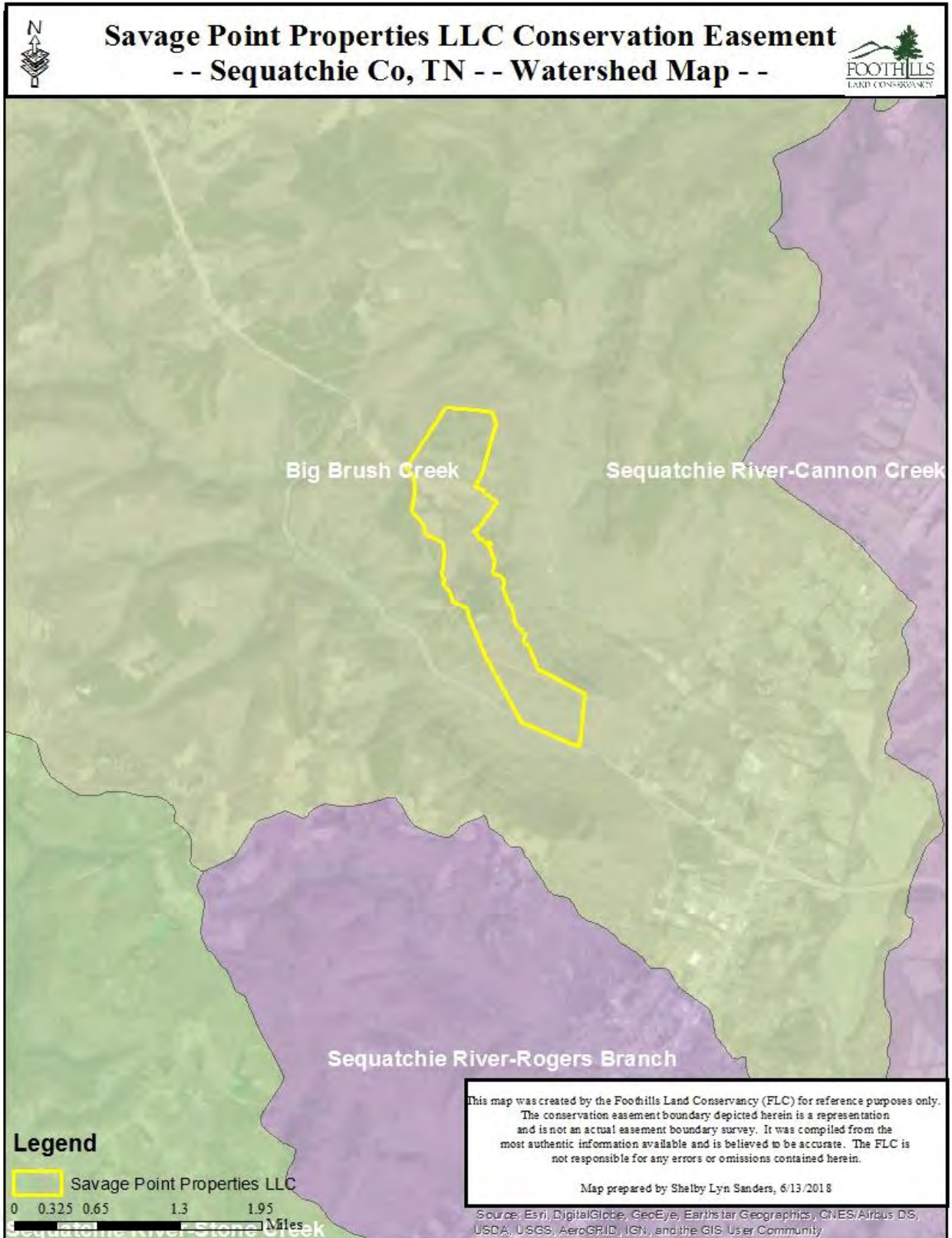
# STATE AND COUNTY MAP



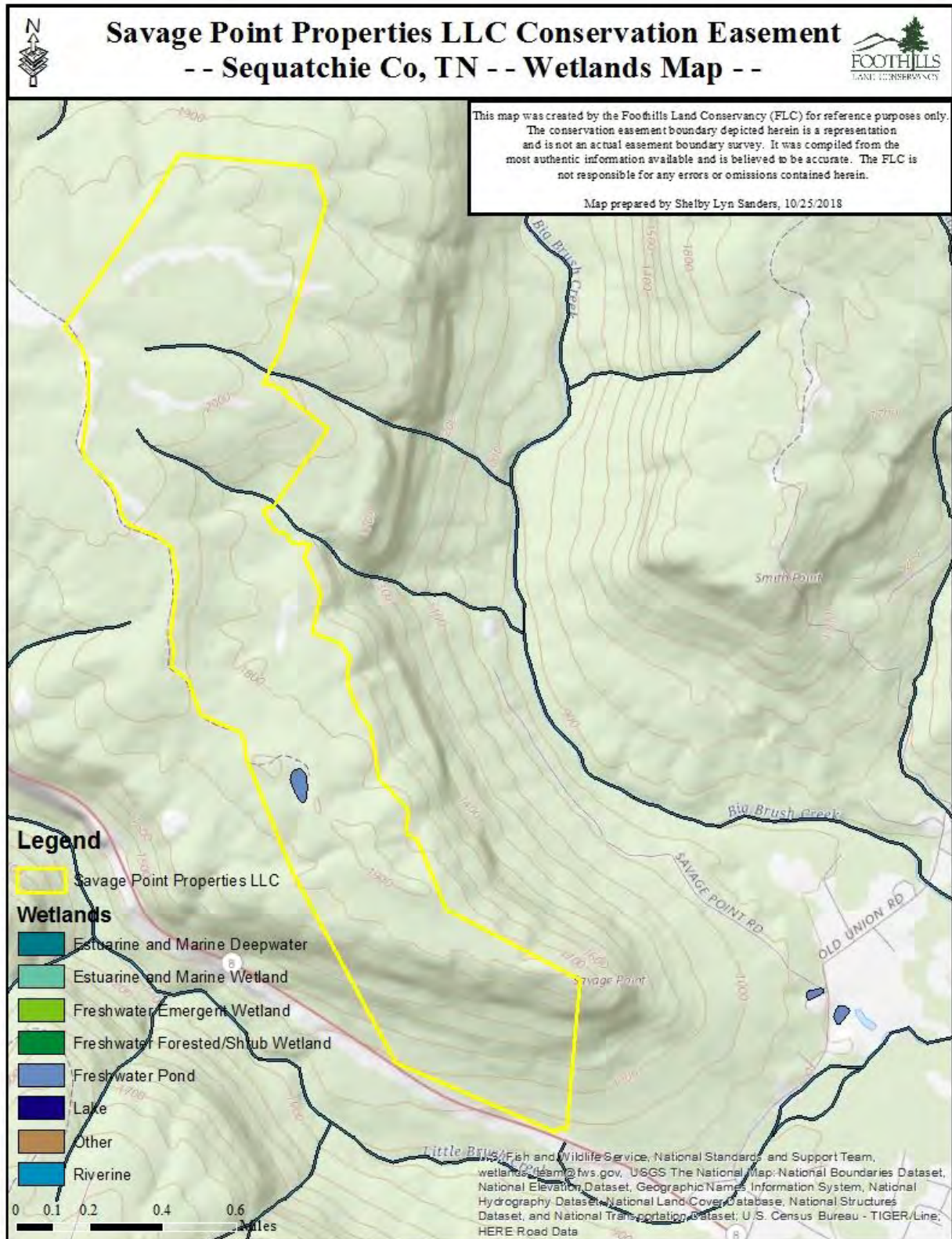
# USGS QUADRANGLE MAP



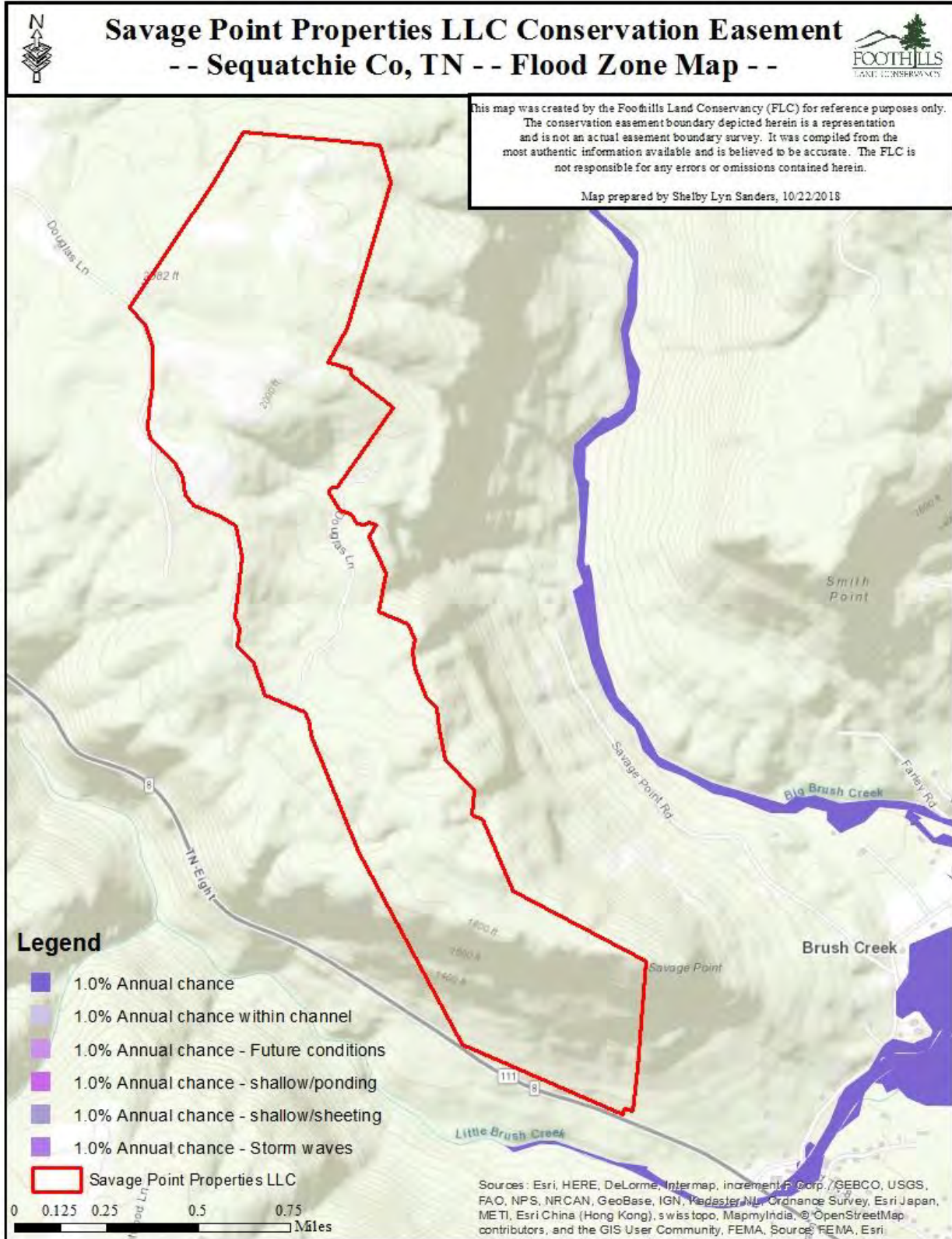
# WATERSHED MAP



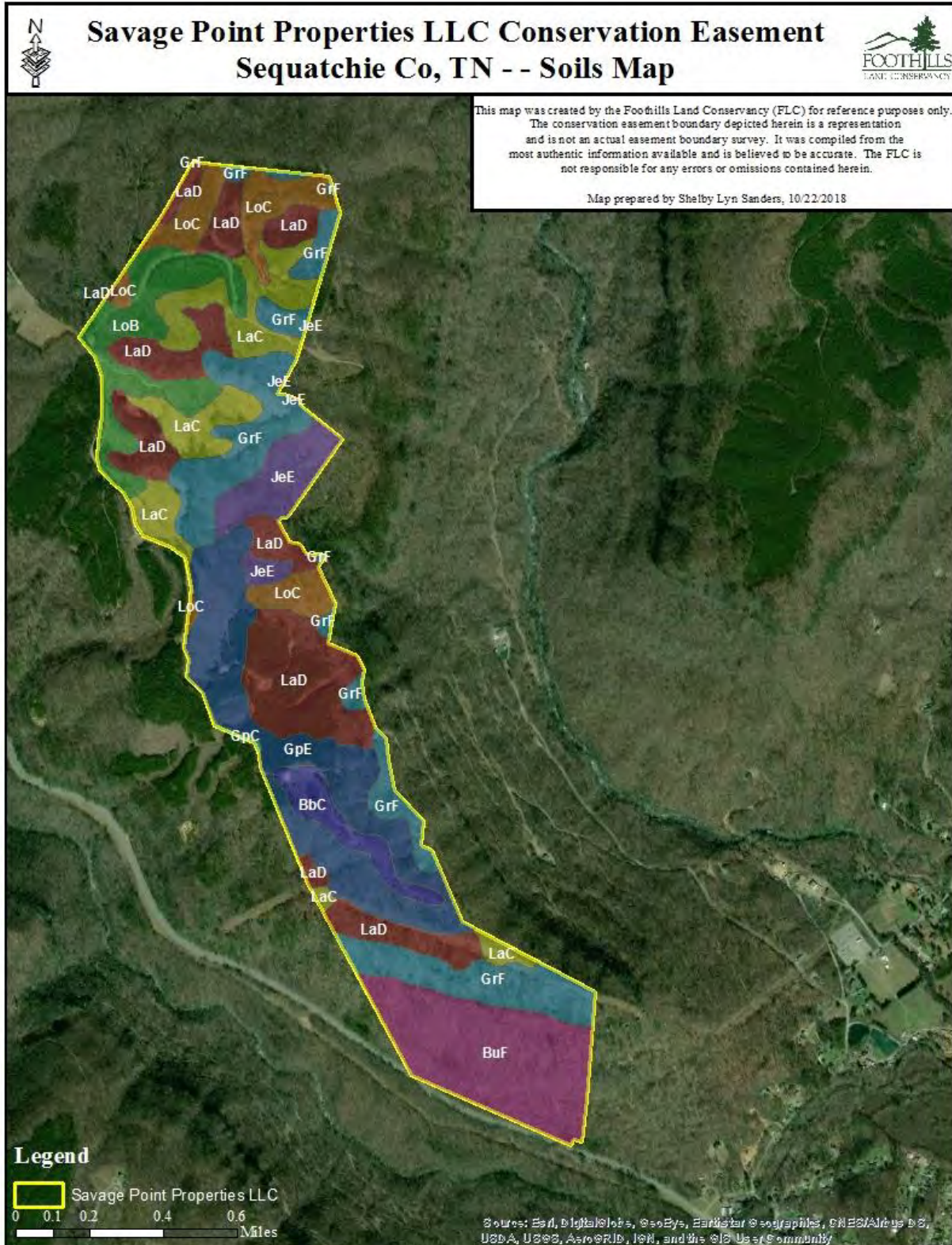
# WETLANDS MAP



# FLOOD ZONE MAP

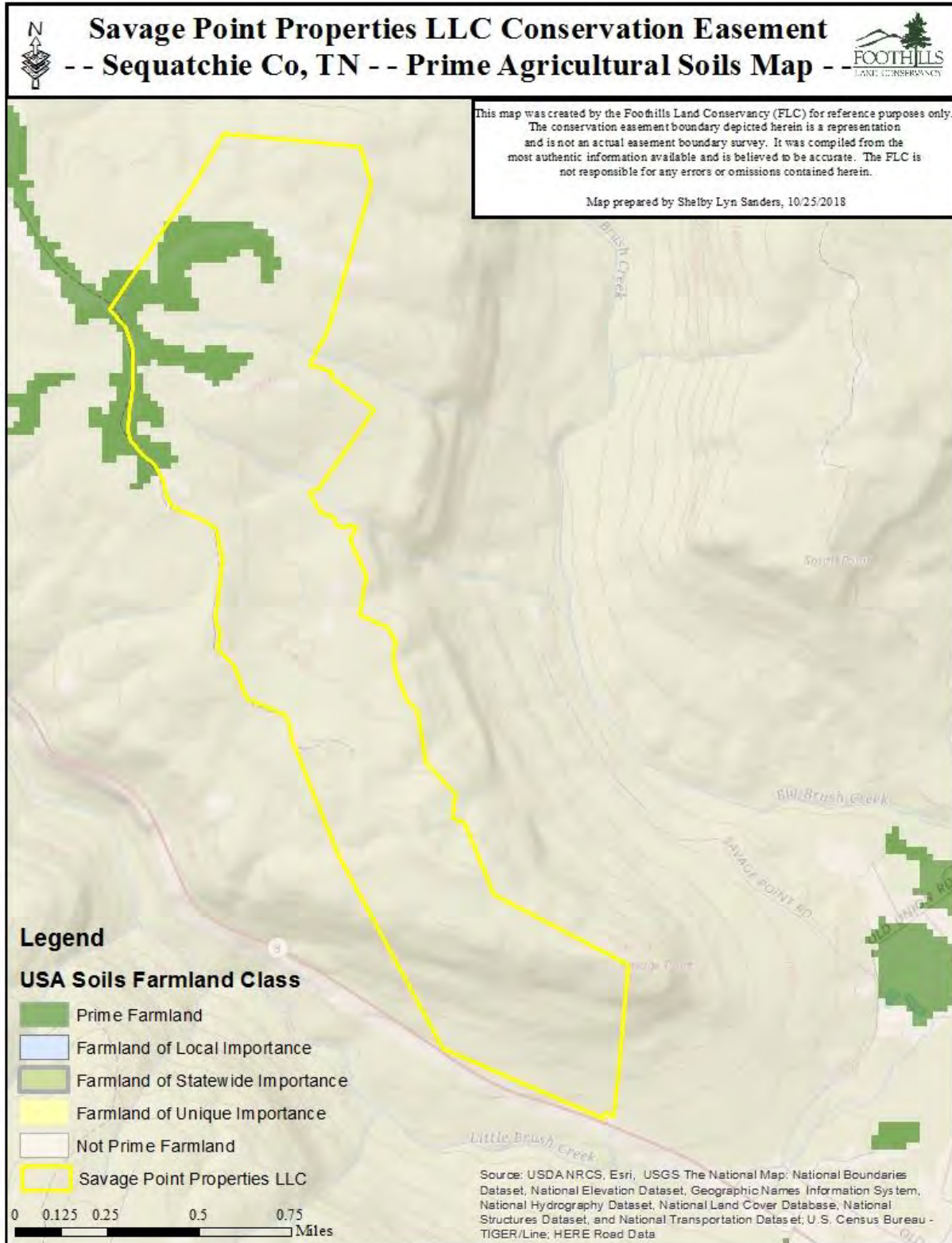


# SOILS MAP WITH DESCRIPTIONS



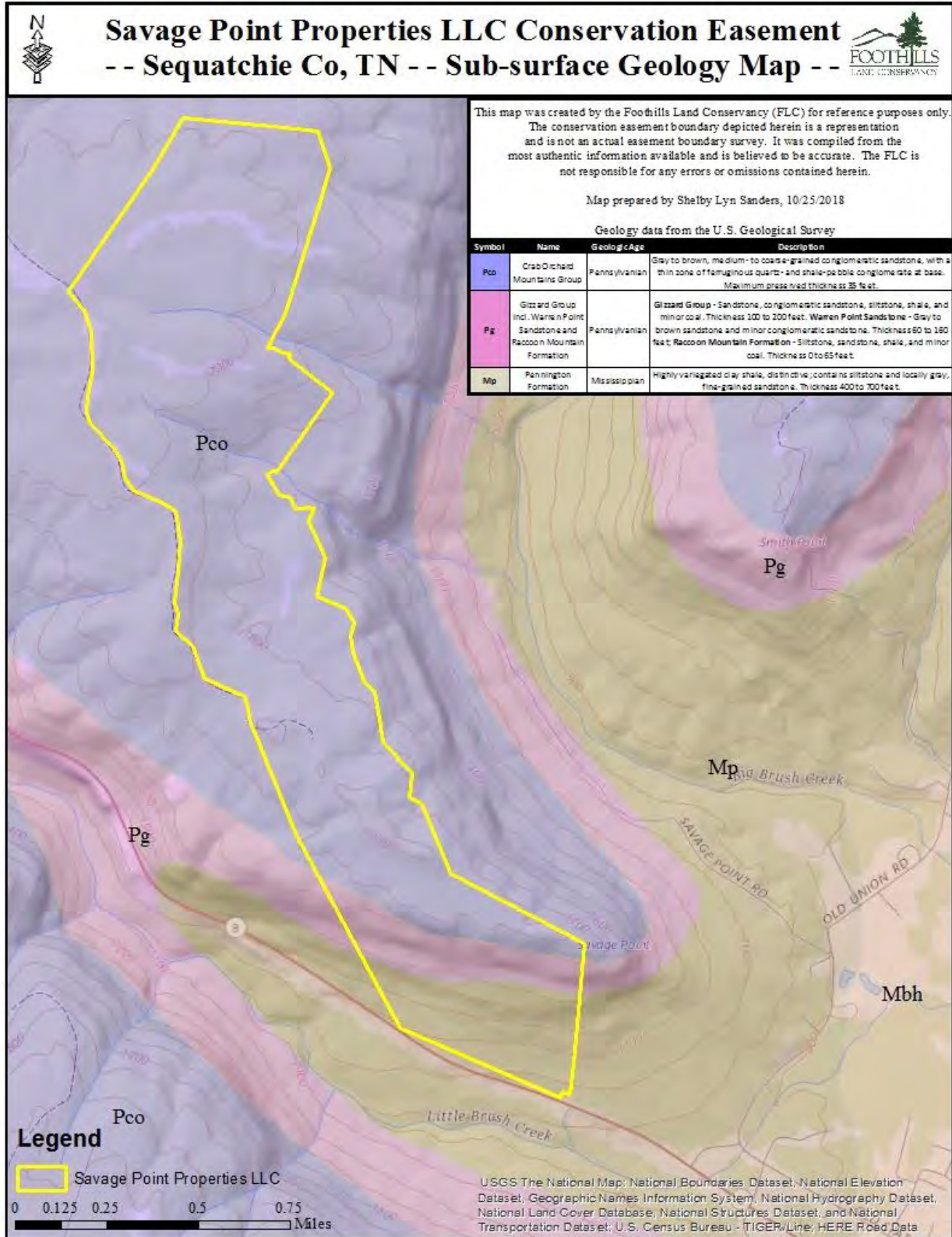
Symbol	Description	Landform	Farmland Status	% of total acreage
<b>BbC</b>	Beersheba loam, 6-12% slopes	Ridges	Not prime farmland	3
<b>BuF</b>	Bouldin stony loam, 20-75% slopes, bouldery	Escarpments	Not prime farmland	13.3
<b>GpC</b>	Gilpin channery silt loam, 6-12% slopes	Hills	Not prime farmland	0.1
<b>GpE</b>	Gilpin channery silt loam, 20-45% slopes	Hills	Not prime farmland	16.1
<b>GrF</b>	Gilpin-Ramsey-Rock outcrop complex, 20-60% slopes, stony	Escarpments	Not prime farmland	17.1
<b>JeE</b>	Jefferson stony loam, 20-50% slopes	Hillslopes	Not prime farmland	4.8
<b>LaC</b>	Lily loam, 6-12% slopes	Interfluves	Not prime farmland	10.5
<b>LaD</b>	Lily loam, 12-20% slopes	Hillslopes	Not prime farmland	20.2
<b>LoB</b>	Lonewood silt loam, 2-5% slopes	Interfluves	All areas are prime farmland	8.2
<b>LoC</b>	Lonewood silt loam, 5-12% slopes	Interfluves	Not prime farmland	6.8

# PRIME AGRICULTURAL SOILS



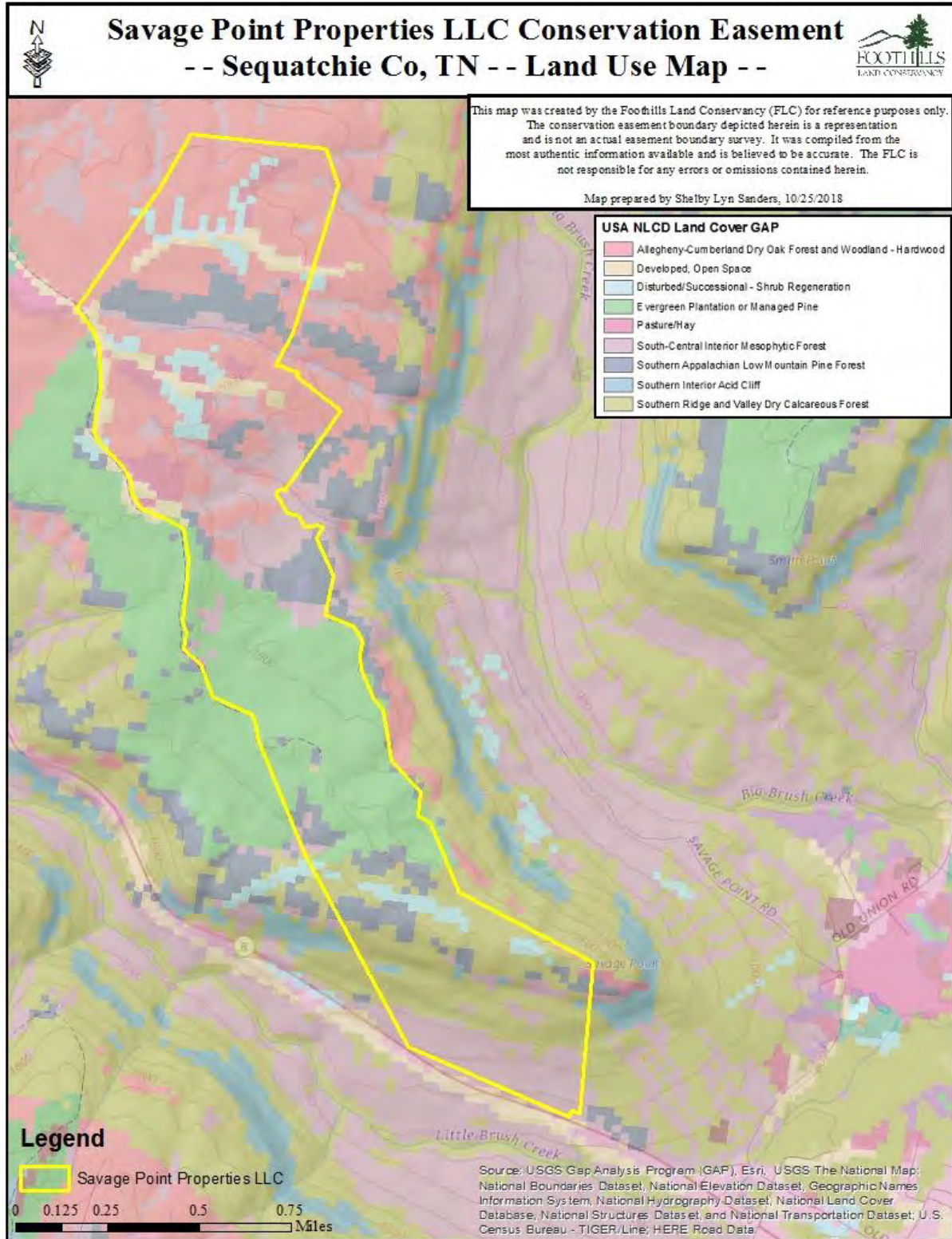


# SUB-SURFACE GEOLOGY MAP AND LEGEND

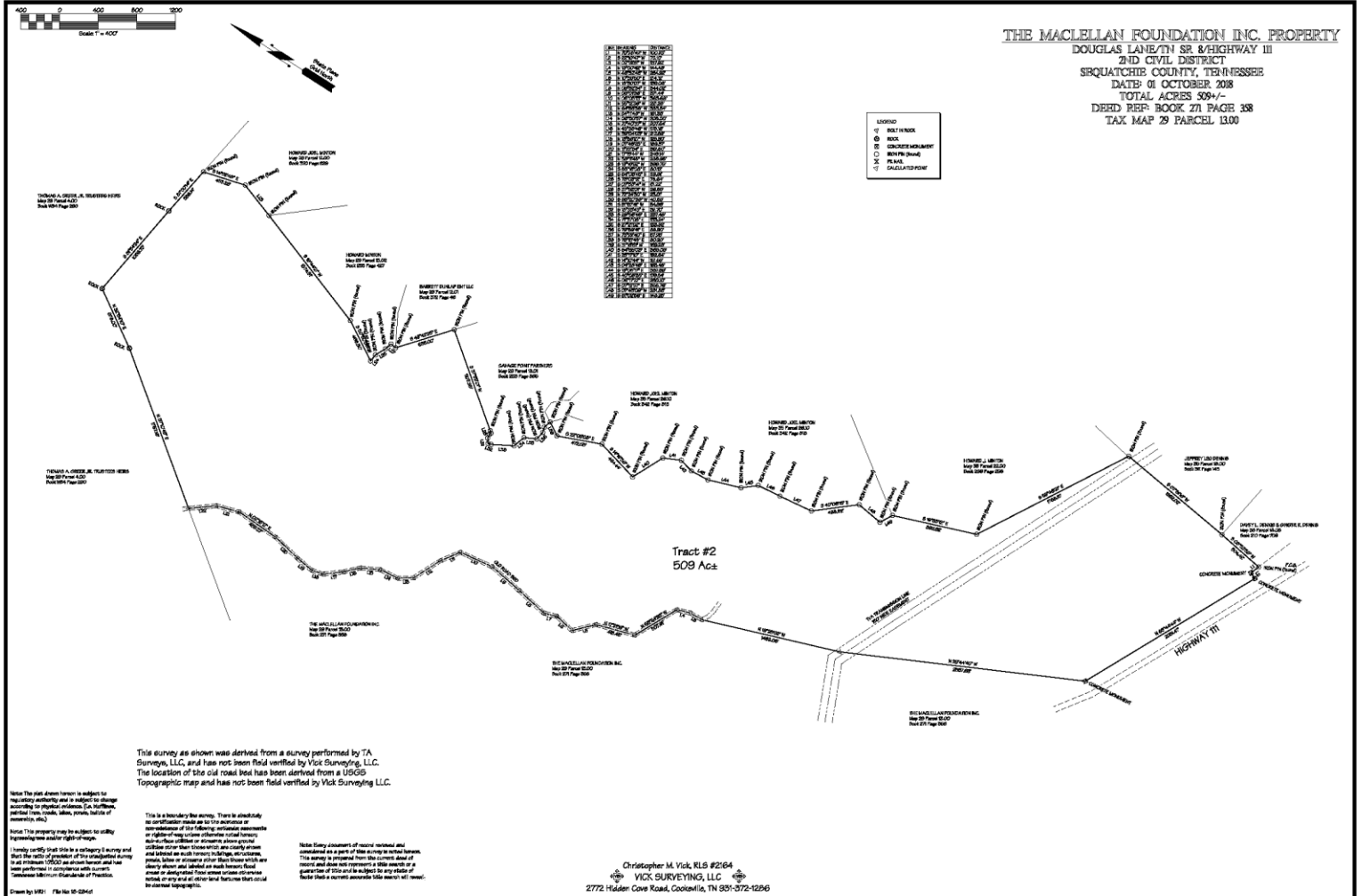


<b>Pr</b>	Rockcastle Conglomerate	Conglomeratic sandstone and sandstone, gray to brown, fine- to coarse-grained. Thin coal-bearing shale locally present near middle. Thickness 150 to 220 feet.
<b>Pco</b>	Crab Orchard Mountains Group, including Rockcastle Conglomerate, Vandever Formation, Newton Sandstone, Whitwell Shale, and Sewanee Conglomerate	Crab Orchard Mountains Group - Conglomerate, sandstone, siltstone, shale, and coal; from top of Rockcastle Conglomerate to base of Sewanee Conglomerate. Thickness 200 to 950 feet; including Rockcastle Conglomerate - Conglomeratic sandstone and sandstone, gray to brown, fine- to coarse-grained. Thin coal-bearing shale locally present near middle. Thickness 150 to 220 feet; Vandever Formation - Mostly shale and siltstone, dark-gray to light-brown; conglomerate or sandstone in middle to south. Lantana and Morgan Springs coals near base and top. Thickness as much as 450 feet, average about 300 feet; Newton Sandstone - Sandstone, gray to brown or pink, fine- to medium-grained, locally conglomeratic. Thickness as much as 200 feet; average about 90 feet; Whitwell Shale - Mostly dark-gray to light-brown shale, with minor siltstone; locally middle part is sandstone. Richland coal near base; Sewanee coal in upper part. Thickness as much as 220 feet, average about 75 feet; Sewanee Conglomerate - Conglomeratic sandstone and sandstone, gray to brown, fine- to coarse-grained. Thickness as much as 200 feet, average about 100 feet.
<b>Mp</b>	Pennington Formation	Highly variegated clay shale, distinctive; contains siltstone and locally gray, fine-grained sandstone. Thickness 400 to 700 feet.
<b>Mfp</b>	Fort Payne Formation and Chattanooga Shale	Fort Payne Formation - Calcareous and dolomitic silicestone; contains bedded chert, cherty limestone, and shale; scattered crinoidal limestone lenses. Thin green shale (Maury) at base. Thickness 100 to 275 feet.; and Chattanooga Shale - Black carbonaceous shale, fissile. Thickness 20 to 30 feet in most areas. (Mapped as MDc in Flynn Creek structure, where it is about 200 feet thick
<b>Pg</b>	Gizzard Group, including Signal Point Shale, Warren Point Sandstone, and Raccoon Mountain Formation	Gizzard Group - Shale, siltstone, sandstone, and conglomerate; from base of Sewanee Conglomerate to top of Mississippian. Thickness 0 to 520 feet, including Signal Point Shale - Mostly dark-gray to light-brown shale, with minor siltstone. Wilder coal near top. Thickness 0 to 180 feet, average about 60 feet; Warren Point Sandstone - Sandstone and conglomeratic sandstone, gray to brown, fine- to medium-grained, locally interbedded with shale containing coal. Thickness 0 to 300 feet, thins from southeast to northwest, average thickness about 100 feet; Raccoon Mountain Formation - Shale, siltstone, and sandstone. Bon Air coal near top; White Oak and Sale Creek coals near base. Thickness 0 to 260 feet.

# LAND USE MAP



# SURVEY DRAWING



This survey as shown was derived from a survey performed by TA Surveys, LLC, and has not been field verified by Vick Surveying, LLC. The location of the old road bed has been derived from a USGS Topographic map and has not been field verified by Vick Surveying, LLC.

Note: The sink shown herein is subject to changing according to physical conditions, (i.e., surface, and/or depth, etc.), unless shown to be permanent, (i.e., sink, etc.).

Note: This survey may be subject to utility encroachments and/or easements.

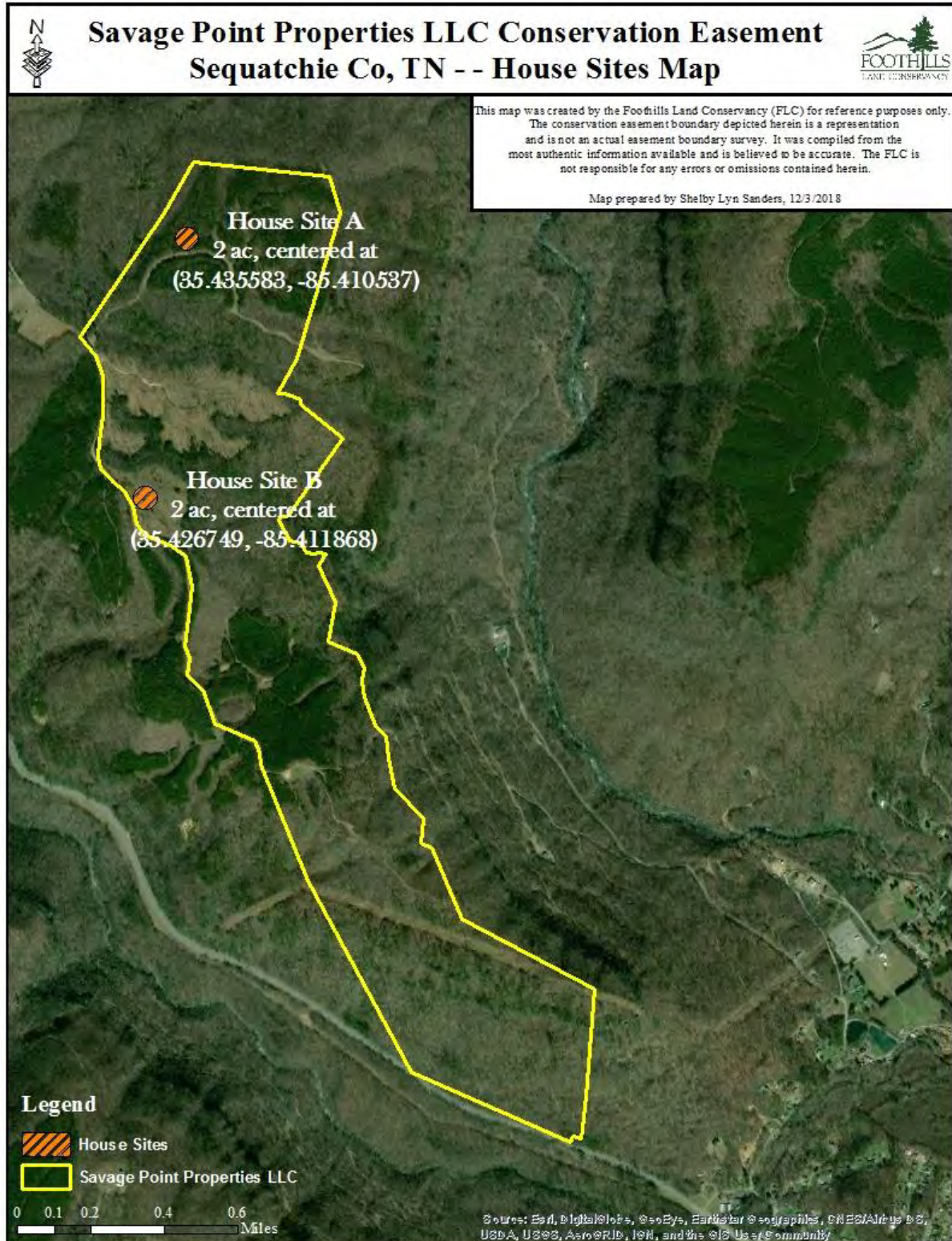
This is a boundary line survey. There is absolutely no confirmation made as to the existence or non-existence of any existing, unrecorded easements or rights-of-way, unless otherwise noted herein. Sink, hole, utility or encroachment shown on this drawing are shown as they appear on the ground and are not shown as they appear on any other survey or map. The location of the old road bed has been derived from a USGS Topographic map and has not been field verified by Vick Surveying, LLC.

Note: Every easement of record reviewed and considered as a part of this survey is shown herein. The survey is prepared from the current deed of record and does not represent a title search or a search of the public records for any other purpose. The survey is not intended to be a title search or a search of the public records for any other purpose.

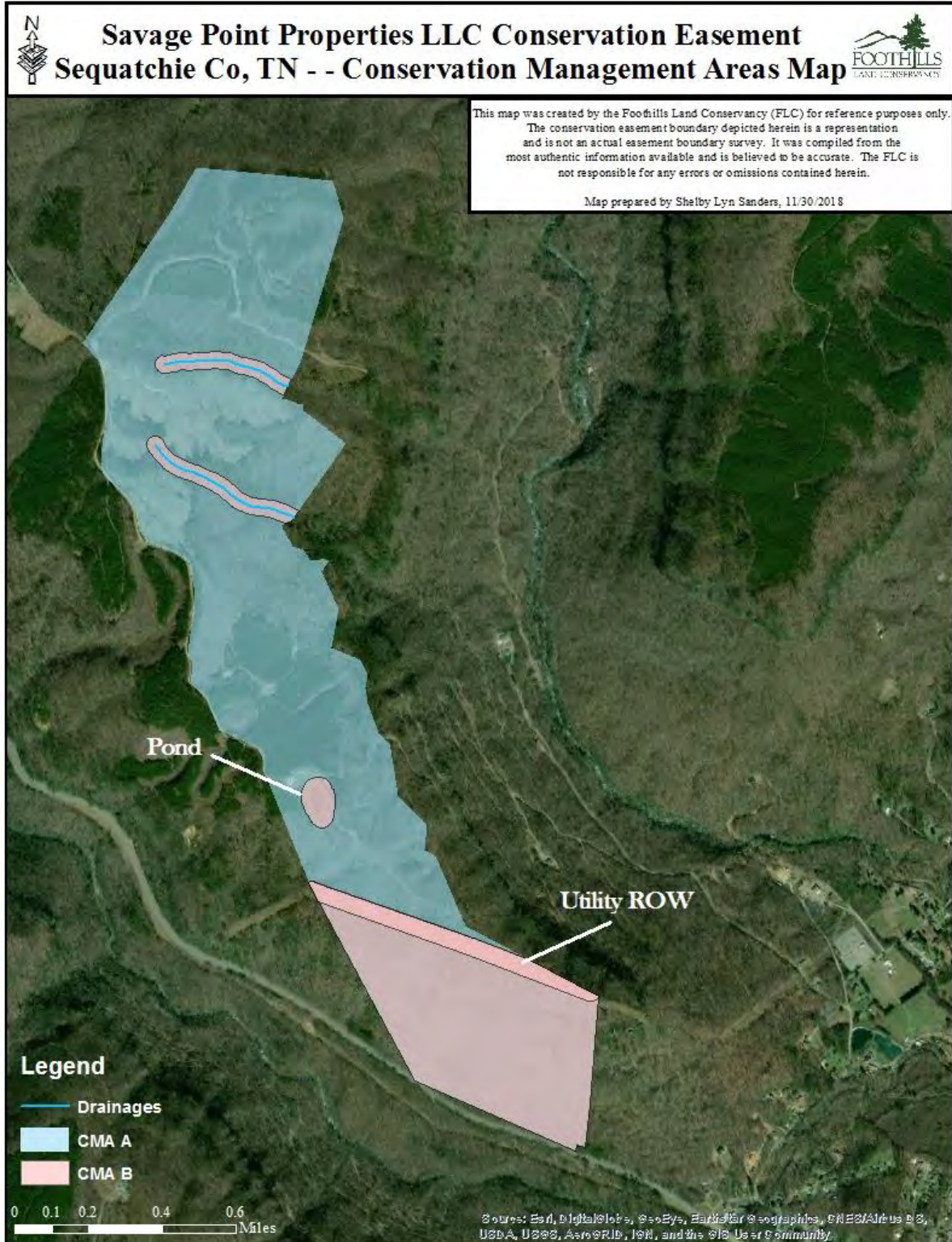
Christopher M. Vick, KLS #2164  
**VICK SURVEYING, LLC**  
 2772 Hidden Cove Road, Cookeville, TN 38506-1226

Drawn by: MVT File No: 18-024-01

# HOUSE SITES MAP

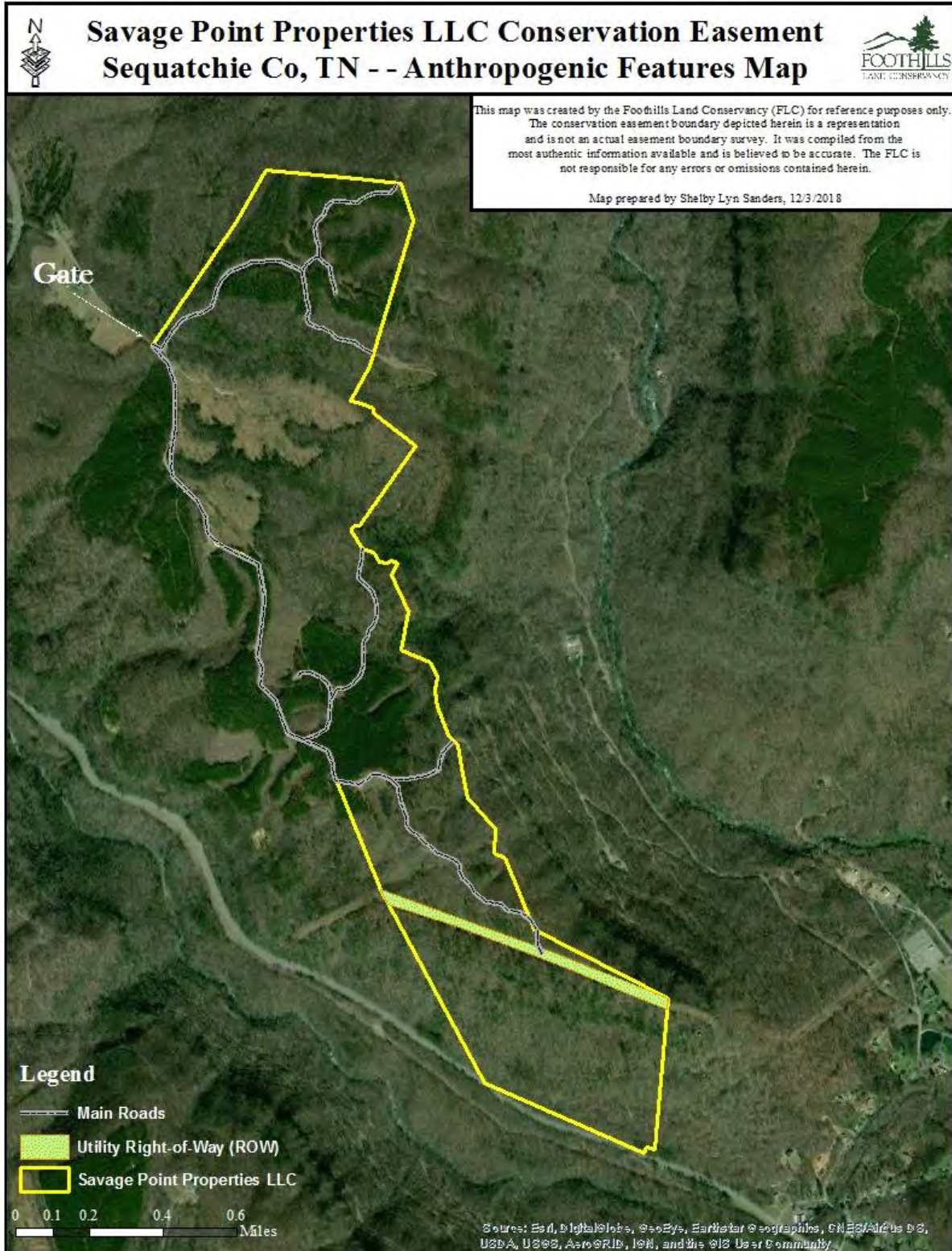


# CONSERVATION MANAGEMENT AREAS MAP



# ANTHROPOGENIC FEATURES MAP

(Major roads indicated; other ATV trails exist.)



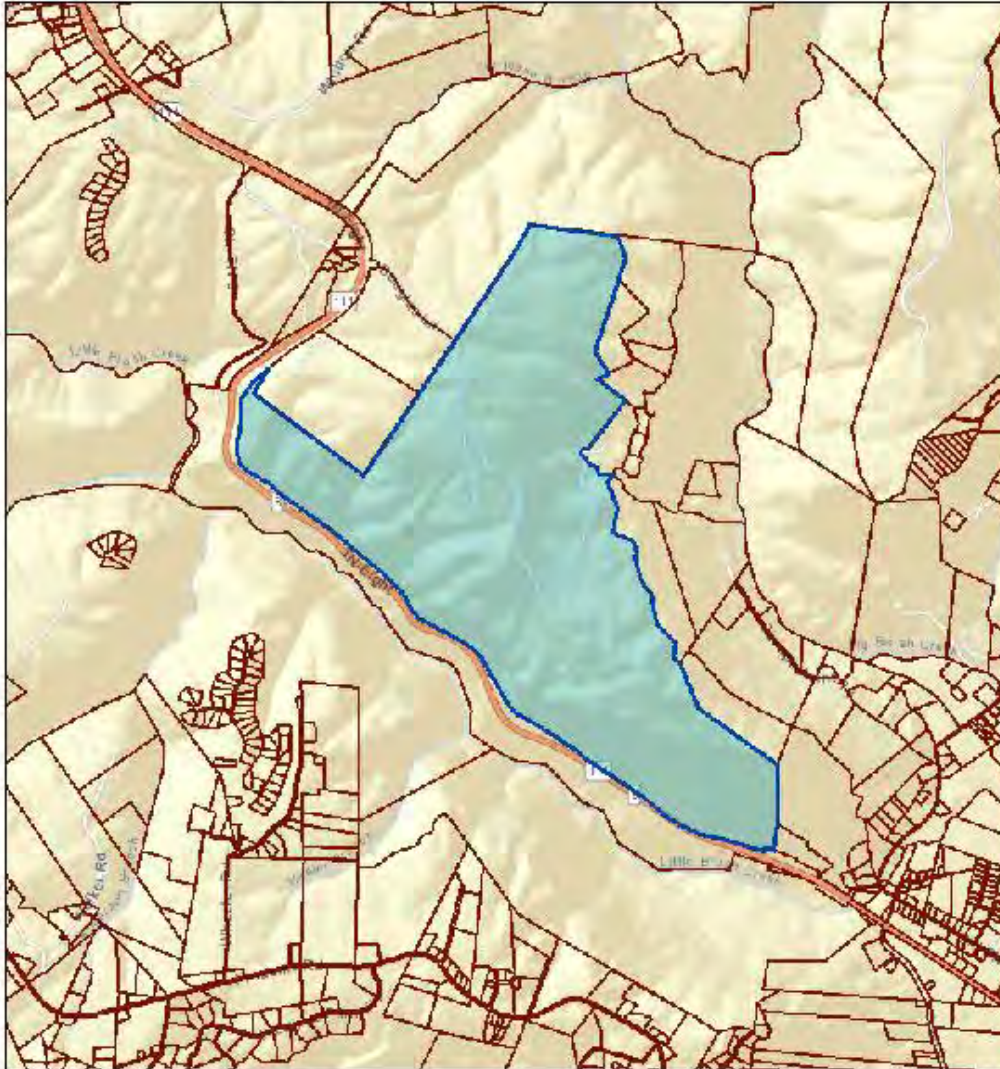
# PROPERTY DESCRIPTION

## PARCEL MAPS AND PROPERTY DATA

(See Exhibit A) (Map and description below encompasses more than the easement)

(Note: Neither Tax Map nor Data Report as yet reflect the boundaries of the proposed easement.)

Sequatchie County - Parcel: 029 013.00



Date: November 20, 2018  
County: Sequatchie  
Owner: THE MACLELLAN FOUNDATION INC  
Address: DOUGLAS LN  
Parcel Number: 029 013.00  
Deeded Acreage: 950  
Calculated Acreage: 0  
Date of Imagery: 2014

TN Comptroller - OLG  
State of Tennessee, Comptroller of the Treasury, Office of Local Government  
(OLG)  
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan,  
Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.



State of Tennessee  Comptroller of the Treasury  
**Real Estate Assessment Data**

County Number: 077

County Name: SEQUATCHIE

Tax Year: 2019

### Property Owner and Mailing Address

**Jan 1 Owner:**  
 THE MACLELLAN FOUNDATION INC  
 820 BROAD STREET SUITE 300  
 CHATTANOOGA, TN 37402

**Current Owner:**

### Property Location

**Address:** DOUGLAS LN

**Map:** 029    **Grp:**    **Ctrl Map:** 029    **Parcel:** 013.00    **PI:**    **S/I:** 000

### Value Information

**Reappraisal Year:** 2017

<b>Land Mkt Value:</b>	\$3,264,200	<b>Land Use Value:</b>	\$503,400
<b>Improvement Value:</b>	\$0	<b>Improvement Value:</b>	\$0
<b>Total Market Appraisal:</b>	\$3,264,200	<b>Total Use Appraisal:</b>	\$503,400
		<b>Assessment %:</b>	25
		<b>Assessment:</b>	\$125,850

### General Information

<b>Class:</b>	12 - FOREST		
<b>City #:</b>	000	<b>City:</b>	
<b>SSD1:</b>	000	<b>SSD2:</b>	000
<b>District:</b>	02	<b>Mkt Area:</b>	R02
<b># Bldgs:</b>	0	<b># Mobile Homes:</b>	0
<b>Utilities - Water / Sewer:</b>	12 - NONE / NONE	<b>Utilities - Electricity:</b>	01 - PUBLIC
<b>Utilities - Gas / Gas Type:</b>	00 - NONE	<b>Zoning:</b>	

## Subdivision Data

Subdivision: SAVAGE POINT PARTNERS

Plat Bk: C    Plat Pg: 187    Block:    Lot:

## Additional Description

GB 281/433 12-8-10

## Building Information

## Extra Features

## Sale Information

Sale Date	Price	Book	Page	Vac/Imp	Type Instrument	Qualification
03/23/2010	\$100,000	271	358	VACANT	TD	I
09/17/2008	\$10,000	255	439		RO	K
07/16/2008	\$5,370,000	248	464	VACANT	WD	N
10/10/2007	\$4,323,144	236	539	VACANT	WD	N
07/31/2007	\$2,004,101	233	385	VACANT	WD	A

## Land Information

			950.00				
			<b>Land Type:</b> 2	62 - WOODLAND	<b>Soil Class:</b> A	<b>Units:</b> 308.00	
<b>Deed Acres:</b> 950.00	<b>Calc Acres:</b> 0.00	<b>Total Land Units:</b>	<b>Land Type:</b> 2	62 - WOODLAND	<b>Soil Class:</b> G	<b>Units:</b> 270.00	
			<b>Land Type:</b> 2	62 - WOODLAND	<b>Soil Class:</b> P	<b>Units:</b> 352.00	
			<b>Land Type:</b> 23 -	NONPRODUCTIVE	<b>Soil Class:</b>	<b>Units:</b> 20.00	

# DIRECTIONS TO PROPERTY WITH MAPS

Entry Coordinates: 35.432087, -85.414902

3402 Andy Harris Rd, Rockford, TN 37853 to Douglas Rd, Tennessee 37327 - Google M... Page 1 of 8



3402 Andy Harris Rd, Rockford, TN  
37853 to Douglas Rd, Tennessee 37327

Drive 121 miles, 2 h 10 min

## 3402 Andy Harris Rd

Rockford, TN 37853

### Get on I-140 W in Alcoa from Martin Mill Pike


9 min (5.2 mi)

1. Head north on Andy Harris Rd toward Martin Mill Pike 0.2 mi
2. Turn left onto Martin Mill Pike 0.4 mi
3. Turn right onto TN-33 N 0.2 mi
4. Turn left onto Williams Mill Rd 0.2 mi
5. Turn right onto S Singleton Station Rd 0.6 mi
6. Turn left onto Cusick Rd 0.4 mi
7. Turn right to merge onto I-140 W 0.2 mi

### Follow I-140 W and I-40 W to Cox Valley Rd in Crab Orchard



65 min (60.0 mi)

8. Merge onto I-140 W 11.9 mi
9. Continue onto TN-162 N 0.1 mi
10. Take exit 1D for I-40 W/I-75 S toward Nashville/Chattanooga 0.4 mi
11. Keep left at the fork and merge onto I-40 W/I-75 S 7.9 mi
12. Keep right at the fork to continue on I-40 W, follow signs for Nashville 38.4 mi
13. Take exit 329 toward US-70/Crab Orchard 0.3 mi

-  14. Turn right onto Market St  
0.1 mi
-  15. Turn left at the 1st cross street onto US-70 W  
1.0 mi







**Take TN-68 N to US-127 S**

14 min (7.7 mi)

-  16. Turn left onto Cox Valley Rd  
3.4 mi
-  17. Turn right onto TN-68 N  
4.3 mi

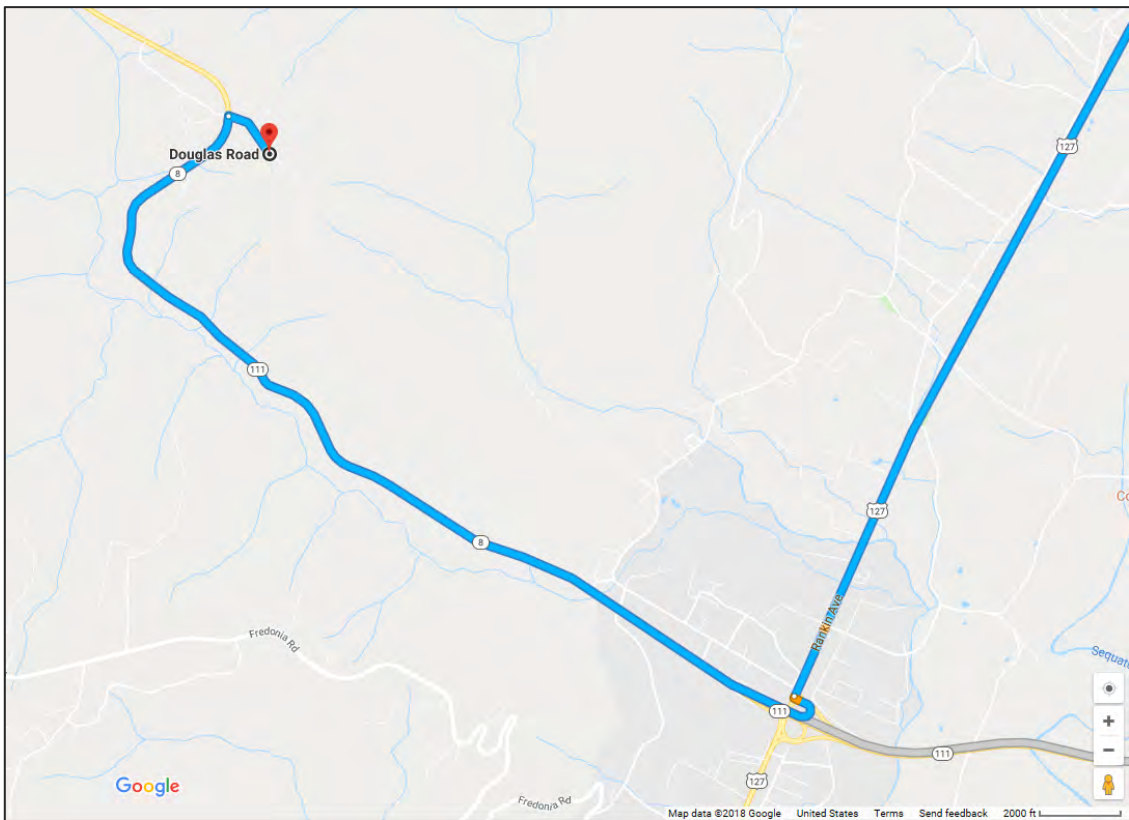
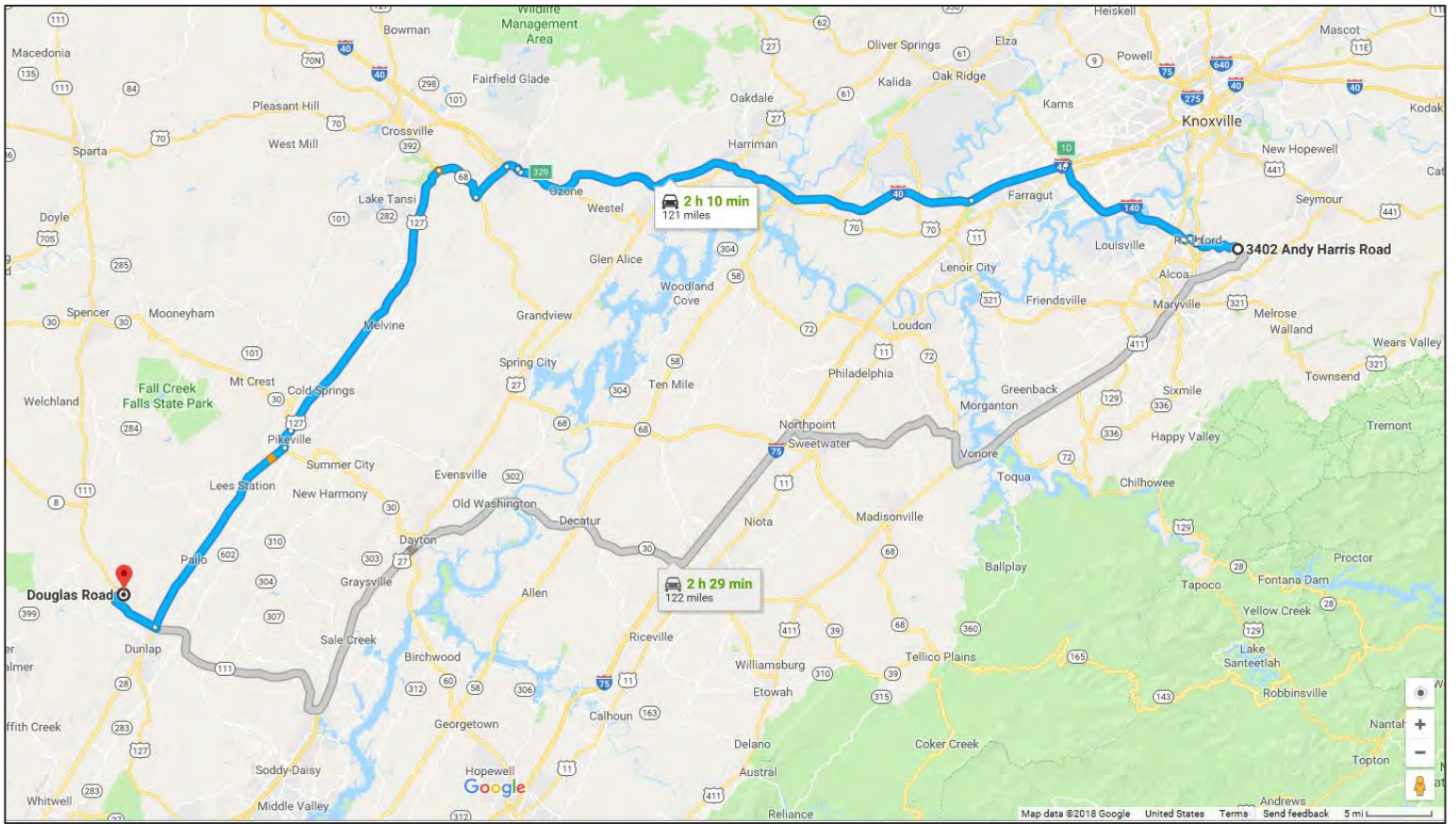
**Continue on US-127 S. Drive to Douglas Rd in Sequatchie County**

52 min (47.6 mi)

-  18. Turn left onto US-127 S  
29.8 mi
-  19. Continue onto US-127 BYP S  
1.5 mi
-  20. Continue onto US-127 S/Main St  
 Continue to follow US-127 S  
17.3 mi
-  21. Turn left to merge onto TN-111 N/TN-8 N toward Spencer  
4.9 mi
-  22. Turn right onto Douglas Rd  
1 min (0.3 mi)

**Douglas Rd**

Tennessee 37377



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## PREPARERS' QUALIFICATIONS AND CONTRIBUTIONS

### Tom Howe

Tom Howe is a lifelong naturalist especially experienced in the study of vascular plants and birds. He received a B.S. in Biology from Cornell University in 1974 and has worked for the Park Service, et al, as a biological technician and consultant. He resides in east Tennessee where he is the president of the Knoxville Chapter of the TN Ornithological Society and works as a volunteer for the Great Smoky Mountains National Park doing biological inventories. Tom joined Foothills Land Conservancy as a consultant in 2015 and on staff in 2016 preparing baseline document reports and monitoring easement properties.

### Meredith Clebsch

**Contribution:** oversaw development of the document

Meredith's formal education includes a BS degree in Animal Science from Clemson University with minors in Horticulture and Wildlife Biology. She also completed a number of graduate and undergraduate level courses at the University of TN in botany, ecology, horticulture and wildlife biology. For 25 years she owned and operated a successful native plant nursery, which included consultation and design services involving considerable field work in plant identification and landscapes interpretation. She has attended many field botany and ecology study classes and assisted in gathering and interpreting data for a number of projects associated with plant ecology.

Much of Meredith's recreational time is spent in outdoor recreation and pursuing nature study. She has worked for Foothills Land Conservancy since 2007, and has been Land Director since 2010, preparing and overseeing development of baseline documentation reports, drafting conservation easements, and monitoring easement properties. At present this includes approximately 200 properties in 7 states totaling nearly 100,000 acres. She has attended the Land Trust Alliance national meeting and training sessions in 2007, 2008, 2013, 2014 and also annual regional land trust meetings.

### Shelby Lyn Sanders

**Contribution:** maps and document review

Shelby Lyn Sanders joined the Foothills Land Conservancy staff in 2017, assisting both the Executive Director and in the preparation of baseline documentation reports. Shelby graduated from the University of Tennessee—Knoxville in 2015, receiving a B.S. in Wildlife & Fisheries Science with a focus on management. Her background includes work in both Tennessee and Kansas studying the ecology of grassland birds for UT's Center for Native Grassland Management, and she also spent a year working for the Southern Research Station of the USDA Forest Service in conjunction with UT, where she assisted with data collection for various projects assessing growth and competitiveness of upland hardwoods in the Southern Appalachian region.

## **Matthew Moore**

**Contribution:** document review

Matthew studied at Berry College, receiving a B.S. in Biology with a minor in Chemistry in 2006. In 2013 he graduated from the University of Tennessee with a Master of Forestry and a minor in Statistics. Matthew worked for Vermont Youth Conservation Corps leading trail crews, for The Nature Conservancy restoring Mexican spotted owl habitat, and worked three years for the Park Service treating hemlocks, controlling exotic, invasive plants, and managing their GIS data. His free time is spent with his wife and daughter camping, gardening, and identifying plants. Matthew joined Foothills Land Conservancy as a Conservation Assistant in 2017.

## **EXHIBITS**

(Electronic versions saved as independent files)

- A. Conservation Easement**
- B. Habitat Preferences of GCN Species**

**BDR EXHIBIT A**  
**CONSERVATION EASEMENT**

**BDR EXHIBIT B**  
**HABITAT PREFERENCES OF GCN SPECIES**

**Habitat Preference of GCN Species**  
**For the Allegheny-Cumberland Dry Oak Forest and Woodland**  
**In the Cumberland Plateau and Mountains**  
 Excerpted from the TN SWAP (TWRA, 2015c)

<b>SPECIES</b>			<b>PREFERENCE</b>
<b>Amphibians</b>			
<i>Desmognathus</i>	<i>abditus</i>	Cumberland Dusky Salamander	Suitable
<i>Desmognathus</i>	<i>welteri</i>	Black Mountain Salamander	Suitable
<b>Bats</b>			
<i>Corynorhinus</i>	<i>rafinesquii</i>	Rafinesque's Big-eared Bat	Suitable
<i>Myotis</i>	<i>grisescens</i> (WNS)	Gray Bat	Suitable
<i>Myotis</i>	<i>leibii</i> (WNS)	Eastern Small-footed Bat	Suitable
<i>Myotis</i>	<i>lucifugus</i> (WNS)	Little Brown Bat	Preferred
<i>Myotis</i>	<i>septentrionalis</i> (WNS)	Northern Myotis	Suitable
<i>Myotis</i>	<i>sodalis</i> (WNS)	Indiana Bat	Suitable
<i>Perimyotis</i>	<i>subflavus</i>	Tri-colored Bat	Preferred
<b>Birds</b>			
<i>Accipiter</i>	<i>striatus</i>	Sharp-shinned Hawk	Suitable
<i>Aquila</i>	<i>chrysaetos</i>	Golden Eagle	Suitable
<i>Bonasa</i>	<i>umbellus</i>	Ruffed Grouse	Suitable
<i>Caprimulgus</i>	<i>vociferus</i>	Whip-poor-will	Suitable
<i>Helmitheros</i>	<i>vermivorum</i>	Worm-eating Warbler	Suitable
<i>Melanerpes</i>	<i>erythrocephalus</i>	Red-headed Woodpecker	Suitable
<i>Scolopax</i>	<i>minor</i>	American Woodcock	Suitable
<i>Setophaga</i>	<i>caerulescens</i>	Black-throated Blue Warbler	Suitable
<i>Setophaga</i>	<i>cerulea</i>	Cerulean Warbler	Suitable
<i>Setophaga</i>	<i>dominica</i>	Yellow-throated Warbler	Suitable
<i>Vermivora</i>	<i>chrysoptera</i>	Golden-winged Warbler	Suitable
<b>Gastropods</b>			
<i>Anguispira</i>	<i>alabama</i>	Alabama Tigersnail	Suitable
<i>Anguispira</i>	<i>cumberlandiana</i>	Cumberland Tigersnail	Suitable
<i>Glyphyalinia</i>	<i>pentadelphia</i>	Pink Glyph	Suitable
<i>Glyphyalinia</i>	<i>rimula</i>	Tongued Glyph	Suitable
<i>Helicodiscus</i>	<i>aldrichianus</i>	Burrowing Coil	Suitable
<i>Inflectarius</i>	<i>downieanus</i>	Dwarf Globelet	Suitable
<i>Megapallifera</i>	<i>wetherbyi</i>	Blotchy Mantleslug	Suitable
<i>Mesomphix</i>	<i>rugeli</i>	Wrinkled Button	Suitable
<i>Paravitrea</i>	<i>umbilicaris</i>	Open Supercoil	Suitable

<i>Paravitrea</i>	<i>variabilis</i>	Variable Supercoil	Suitable
<i>Philomycus</i>	<i>sellatus</i>	Alabama Mantleslug	Suitable
<i>Pilsbryna</i>	<i>castanea</i>	Prominent Bud	Suitable
<i>Stenotrema</i>	<i>angellum</i>	Kentucky Slitmouth	Suitable
<i>Stenotrema</i>	<i>calvescens</i>	Chattanooga Slitmouth	Suitable
<i>Stenotrema</i>	<i>edgarianum</i>	Sequatchie Slitmouth	Suitable
<i>Stenotrema</i>	<i>exodon</i>	Alabama Slitmouth	Suitable
<i>Stenotrema</i>	<i>magnafumosum</i>	Appalachian Slitmouth	Suitable
<i>Ventridens</i>	<i>eutropis</i>	Carinate Dome	Suitable
<i>Ventridens</i>	<i>lasmodon</i>	Hollow Dome	Suitable
<i>Xolotrema</i>	<i>obstrictum</i>	Sharp Wedge	Suitable
<i>Zonitoides</i>	<i>lateumbilicatus</i>	Striate Gloss	Suitable
<b>Mammals (not including bats)</b>			
<i>Martes</i>	<i>pennanti</i>	Fisher	Suitable
<i>Neotoma</i>	<i>magister</i>	Allegheny Woodrat	Suitable
<i>Sorex</i>	<i>cinereus</i>	Cinereus Shrew	Suitable
<i>Sorex</i>	<i>dispar</i>	Long-tailed Shrew	Suitable
<i>Sorex</i>	<i>fumeus</i>	Smoky Shrew	Suitable
<i>Spilogale</i>	<i>putorius</i>	Eastern Spotted Skunk	Suitable
<b>Plants</b>			
<i>Botrychium</i>	<i>jenmanii</i>	Alabama Grapefern	Suitable
<i>Calamagrostis</i>	<i>porteri</i>	Porter's Reedgrass	Suitable
<i>Castanea</i>	<i>dentata</i>	American Chestnut	Suitable
<i>Cyperus</i>	<i>plukenetii</i>	Plukenet's Galingale	Suitable
<i>Desmodium</i>	<i>ochroleucum</i>	Creamflower Tick-trefoil	Suitable
<i>Fothergilla</i>	<i>major</i>	Mountain Witch-alder	Suitable
<i>Gelsemium</i>	<i>sempervirens</i>	Yellow Jessamine	Suitable
<i>Hieracium</i>	<i>scabrum</i>	Rough Hawkweed	Suitable
<i>Isotria</i>	<i>medeoloides</i>	Small Whorled Pagonia	Suitable
<i>Lilium</i>	<i>philadelphicum</i>	Wood Lily	Suitable
<i>Lysimachia</i>	<i>fraseri</i>	Fraser's Loosestrife	Suitable
<i>Monotropsis</i>	<i>odorata</i>	Sweet Pinesap	Suitable
<i>Sabatia</i>	<i>capitata</i>	Cumberland Rose Gentian	Suitable
<i>Scutellaria</i>	<i>montana</i>	Large-flowered Skullcap	Suitable
<i>Thermopsis</i>	<i>mollis</i>	Allegheny Mountain Golden Banner	Preferred
<i>Trillium</i>	<i>pusillum</i>	Least Trillium	Suitable
<i>Viola</i>	<i>tripartita var. tripartita</i>	Three-parted Violet	Suitable
<b>Reptiles</b>			
<i>Anolis</i>	<i>carolinensis</i>	Green Anole	Suitable
<i>Crotalus</i>	<i>horridus</i>	Timber Rattlesnake	Preferred
<i>Heterodon</i>	<i>platirhinos</i>	Eastern Hognosed Snake	Suitable
<i>Ophisaurus</i>	<i>attenuatus longicaudus</i>	Eastern Slender Glass Lizard	Suitable
<i>Pituophis</i>	<i>melanoleucus melanoleucus</i>	Northern Pinesnake	Suitable

*Terrapene*

*carolina*

Eastern Box Turtle

Suitable

**Habitat Preference of GCN Species  
For the South-Central Interior Mesophytic Forest  
In the Cumberland Plateau and Mountains**

Excerpted from the TN SWAP (TWRA, 2015c)

**Amphibians**

<i>Ambystoma texanum</i> (Smallmouth Salamander)	Suitable
<i>Aneides aeneus</i> (Green Salamander)	Suitable
<i>Desmognathus welteri</i> (Black Mountain Salamander)	Suitable
<i>Hemidactylum scutatum</i> (Four-toed Salamander)	Suitable
<i>Plethodon richmondi</i> (Ravine Salamander)	Suitable
<i>Plethodon wehrlei</i> (Wehrle's Salamander)	Suitable
<i>Pseudacris brachyphona</i> (Mountain Chorus Frog)	Suitable

**Bats**

<i>Corynorhinus rafinesquii</i> (Rafinesque's Big-eared Bat)	Suitable
<i>Myotis grisescens</i> (Gray Bat) WNS	Suitable
<i>Myotis leibii</i> (Eastern Small-footed Bat) WNS	Suitable
<i>Myotis lucifugus</i> (Little Brown Bat) WNS	Preferred
<i>Myotis septentrionalis</i> (Northern Myotis) WNS	Suitable
<i>Myotis sodalis</i> (Indiana Bat) WNS	Suitable
<i>Perimyotis subflavus</i> (Tri-colored Bat)	Suitable

**Birds**

<i>Accipiter striatus</i> (Sharp-shinned Hawk)	Suitable
<i>Aquila chrysaetos</i> (Golden Eagle)	Suitable
<i>Bonasa umbellus</i> (Ruffed Grouse)	Suitable
<i>Caprimulgus vociferus</i> (Whip-poor-will)	Suitable
<i>Cardellina canadensis</i> (Canada Warbler)	Suitable
<i>Euphagus carolinus</i> (Rusty Blackbird)	Suitable
<i>Geothlypis formosa</i> (Kentucky Warbler)	Suitable
<i>Helmitheros vermivorum</i> (Worm-eating Warbler)	Suitable
<i>Hylocichla mustelina</i> (Wood Thrush)	Preferred
<i>Limnothlypis swainsonii</i> (Swainson's Warbler)	Suitable
<i>Melanerpes erythrocephalus</i> (Red-headed Woodpecker)	Suitable
<i>Scolopax minor</i> (American Woodcock)	Suitable
<i>Setophaga caerulea</i> (Black-throated Blue Warbler)	Suitable
<i>Setophaga cerulea</i> (Cerulean Warbler)	Preferred
<i>Setophaga dominica</i> (Yellow-throated Warbler)	Suitable
<i>Setophaga fusca</i> (Blackburnian Warbler)	Suitable
<i>Vermivora chrysoptera</i> (Golden-winged Warbler)	Suitable

**Gastropods**

<i>Anguispira alabama</i> (Alabama Tigersnail)	Suitable
<i>Anguispira cumberlandiana</i> (Cumberland Tigersnail)	Suitable
<i>Anguispira picta</i> (Painted Tigersnail)	Suitable
<i>Fumonelix wetherbyi</i> (Clifty Covert)	Suitable



Glyphyalinia pentadelphia (Pink Glyph)	Suitable
Glyphyalinia rimula (Tongued Glyph)	Suitable
Helicodiscus aldrichianus (Burrowing Coil)	Suitable
Helicodiscus hexodon (Toothy Coil)	Suitable
Inflectarius downieanus (Dwarf Globelet)	Suitable
Inflectarius smithi (Alabama Shagreen)	Suitable
Megapallifera wetherbyi (Blotchy Mantleslug)	Suitable
Mesodon sanus (Squat Globelet)	Suitable
Mesomphix rugeli (Wrinkled Button)	Suitable
Paravitrea bellona (Club Supercoil)	Suitable
Paravitrea calcicola (Pearl Supercoil)	Suitable
Paravitrea petrophila (Cherokee Supercoil)	Suitable
Paravitrea subtilis (Slender Supercoil)	Suitable
Paravitrea tantilla (Teasing Supercoil)	Suitable
Paravitrea umbilicaris (Open Supercoil)	Suitable
Paravitrea variabilis (Variable Supercoil)	Suitable
Philomycus sellatus (Alabama Mantleslug)	Suitable
Philomycus virginicus (Virginia Mantleslug)	Suitable
Pilsbryna castanea (Prominent Bud)	Suitable
Stenotrema angellum (Kentucky Slitmouth)	Suitable
Stenotrema calvescens (Chattanooga Slitmouth)	Suitable
Stenotrema edgarianum (Sequatchie Slitmouth)	Suitable
Stenotrema exodon (Alabama Slitmouth)	Suitable
Stenotrema magnafumosum (Appalachian Slitmouth)	Suitable
Stenotrema waldense (Doaks Creek Slitmouth)	Suitable
Ventridens eutropis (Carinate Dome)	Suitable
Ventridens lasmodon (Hollow Dome)	Suitable
Xolotrema obstrictum (Sharp Wedge)	Suitable
Zonitoides lateumbilicatus (Striate Gloss)	Suitable
<b>Insects</b>	
Speyeria diana (Diana Fritillary)	Suitable
<b>Mammal</b> (not including bats)	
Martes pennanti (Fisher)	Suitable
Napaeozapus insignis (Woodland Jumping Mouse)	Suitable
Neotoma magister (Allegheny Woodrat)	Suitable
Parascalops breweri (Hairy-tailed Mole)	Suitable
Sorex cinereus (Cinereus Shrew)	Suitable
Sorex dispar (Long-tailed Shrew)	Suitable
Sorex fumeus (Smoky Shrew)	Suitable
Sorex hoyi (American Pygmy Shrew)	Preferred
Sorex longirostris (Southeastern Shrew)	Preferred
Spilogale putorius (Eastern Spotted Skunk)	Suitable
Synaptomys cooperi (Southern Bog Lemming)	Suitable

## Plants

<i>Adlumia fungosa</i> (Climbing Fumitory)	Suitable
<i>Allium burdickii</i> (Narrow-leaf Ramps)	Preferred
<i>Allium tricoccum</i> (Ramps)	Suitable
<i>Apios priceana</i> (Price's Potato-bean)	Suitable
<i>Cardamine flagellifera</i> (Running Bittercress)	Suitable
<i>Castanea dentata</i> (American Chestnut)	Suitable
<i>Caulophyllum giganteum</i> (Giant Blue Cohosh)	Suitable
<i>Chrysogonum virginianum</i> (Green-and-gold)	Preferred
<i>Cimicifuga rubifolia</i> (Appalachian Bugbane)	Suitable
<i>Hydrastis canadensis</i> (Goldenseal)	Preferred
<i>Isotria medeoloides</i> (Small Whorled Pogonia)	Suitable
<i>Juglans cinerea</i> (Butternut)	Preferred
<i>Lilium canadense</i> (Canada Lily)	Suitable
<i>Lilium michiganense</i> (Michigan Lily)	Suitable
<i>Lysimachia fraseri</i> (Fraser's Loosestrife)	Suitable
<i>Melanthium woodii</i> (Ozark Bunchflower)	Suitable
<i>Metzgeria uncigera</i> (Metzgeria)	Suitable
<i>Nevusia alabamensis</i> (Alabama Snow-wreath)	Suitable
<i>Panax quinquefolius</i> (American Ginseng)	Preferred
<i>Scutellaria montana</i> (Large-flowered Skullcap)	Suitable
<i>Silene ovata</i> (Ovate Catchfly)	Suitable
<i>Taxus canadensis</i> (American Yew)	Suitable
<i>Thalictrum coriaceum</i> (Leatherleaf Meadowrue)	Suitable
<i>Trillium lancifolium</i> (Narrow-leaved Trillium)	Suitable
<i>Viola tripartita</i> var. <i>tripartita</i> (Three-parted Violet)	Preferred

## Reptiles

<i>Anolis carolinensis</i> (Green Anole)	Suitable
<i>Crotalus horridus</i> (Timber Rattlesnake)	Suitable
<i>Heterodon platirhinos</i> (Eastern Hognosed Snake)	Suitable
<i>Ophisaurus attenuatus longicaudus</i> (Eastern Slender Glass Lizard)	Suitable
<i>Pituophis melanoleucus melanoleucus</i> (Northern Pinesnake)	Suitable
<i>Plestiodon anthracinus</i> (Coal Skink)	Suitable
<i>Terrapene carolina</i> (Eastern Box Turtle)	Suitable

**Habitat Preference of GCN Species  
For the Cumberland Seepage Forest  
In the Cumberland Plateau and Mountains**  
Excerpted from the TN SWAP (TWRA, 2015c)

**Amphibians**

Aneides aeneus (Green Salamander)	Suitable
Desmognathus abditus (Cumberland Dusky Salamander)	Suitable
Hemidactylium scutatum (Four-toed Salamander)	Suitable
Hyla gratiosa (Barking Treefrog)	
Pseudacris brachyphona (Mountain Chorus Frog)	Preferred
Pseudotriton montanus (Mud Salamander)	Preferred

**Bats**

Corynorhinus rafinesquii (Rafinesque's Big-eared Bat)	Suitable
Myotis lucifugus (Little Brown Bat) WNS	Preferred
Perimyotis subflavus (Tri-colored Bat)	Suitable

**Birds**

Chaetura pelagica (Chimney Swift)	Suitable
Euphagus carolinus (Rusty Blackbird)	Suitable
Geothlypis Formosa (Kentucky Warbler)	Suitable
Nycticorax nycticorax (Black-crowned Night-heron)	Suitable

**Mammal** (not including bats)

Ochrotomys nuttalli (Golden Mouse)	Suitable
Sorex cinereus (Cinereus Shrew)	Suitable
Sorex fumeus (Smoky Shrew)	Suitable
Sorex hoyi (American Pygmy Shrew)	Suitable
Sorex longirostris (Southeastern Shrew)	Suitable
Spilogale putorius (Eastern Spotted Skunk)	Suitable
Synaptomys cooperi (Southern Bog Lemming)	Preferred
Zapus hudsonius (Meadow Jumping Mouse)	Preferred

**Plants**

Carex echinata ssp. echinata (Little Prickly Sedge)	Suitable
Carex lonchocarpa (Southern Long Sedge)	Preferred
Dichanthelium ensifolium ssp. ensifolium (Small-leaved Panicgrass)	Suitable
Drosera rotundifolia (Roundleaf Sundew)	Suitable
Lilium michiganense (Michigan Lily)	Suitable
Listera australis (Southern Twayblade)	Suitable
Platanthera integrilabia (White Fringeless Orchid)	Preferred
Woodwardia virginica (Virginia Chainfern)	Suitable

**Reptiles**

Plestiodon anthracinus (Coal Skink)	Suitable
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