

**CONSERVATION EASEMENT
BASELINE DOCUMENTATION REPORT
RODDY GAP, LLC
RHEA COUNTY, TENNESSEE
12-26-18**



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

BASELINE DOCUMENT REPORT

RODDY GAP, LLC

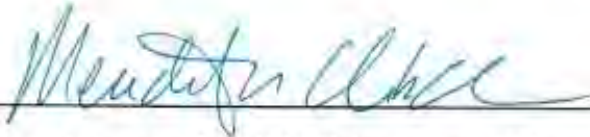
CONSERVATION EASEMENT

**Baseline data for Conservation Easement granted by Roddy Gap, LLC in Rhea 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 – created maps, recorded field data, photos and document review

Matthew Moore – recorded field data, photos and document review

(See Preparer Qualifications below)

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A. Conservation Easement

PROJECT BRIEF

Size: Approximately 948.68 acres

Location: Rhea County, TN

USGS Quad: Roddy

Elevation: c. 900' to 1,585' above mean sea level

Watershed: HUC 8: Ft. Loudoun/Watts Bar (06010201), HUC 12: Whites Creek Lower (060102010403)

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

The Roddy Gap, LLC property (henceforth “the Property”) consists of approximately 948.68 acres of mostly oak forest stretched over 3 miles above and below the Cumberland Escarpment northeast of Spring City, TN and in-between the communities of Grandview and Glen Alice. Two creeks traverse the Property in narrow gorges of mesic forests above the escarpment: Little Laurel Branch for c. 2.5 miles and Coalbank Branch for c. 1 mile. The latter traverses a c. 100 acre pine plantation.

The Property is being preserved for 1) its relatively natural habitat corridor for the wildlife, many 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) forest needing protection, and the scenic ridgeline presented to the public from the valley below and from Watts Bar Lake. It is within several recognized priority conservation areas including The Nature Conservancy’s (TNC) freshwater area White’s Creek/Piney River (Fig. 1, NatureServe 2018a).

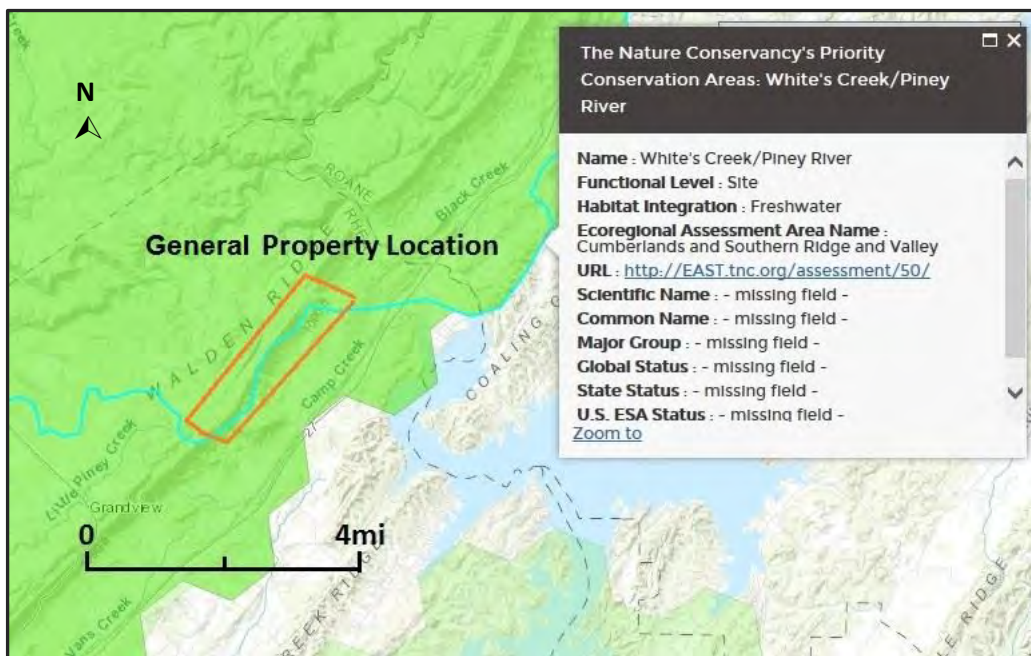


Figure 1 White's Creek/Piney River Freshwater Conservation Area above the blue line

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 12/26/2018

For the Grantors:


Roddy Gap, LLC

By: Blackland Group, LLC

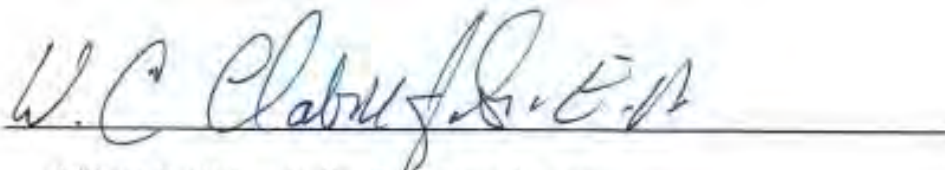
Its: Manager

Blackland Group, LLC

By:


A. Kyle Carney, Manager

For the Grantee:



William C. Clabough, Sr., Executive Director
Foothills Land Conservancy

OWNERSHIP INFORMATION

Attn: A. Kyle Carney
Roddy Gap, LLC
15 Professional Court SW
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 Roddy Gap, LLC, Rhea County, Tennessee


Mudge 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	RoddyGap, LLC	Rhea	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:... Roddy Gap, 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:... Roddy Gap, LLC ... Dan Barnett seconded the motion. David Long recused himself from voting. The motion carried... The meeting adjourned at 7:48pm.

RECITALS
from the RODDY GAP, LLC CONSERVATION EASEMENT
(from CE of 12-14-2018)

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

WHEREAS, Grantor is the owner in fee simple of approximately Nine Hundred Forty-Eight and 68/100 (948.68) acres of real property, more or less, located in Rhea 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, Rhea County, Tennessee, and the people of, and visitors to, the State of Tennessee, including visitors to the Mount Roosevelt Wildlife Management Area, Watts Bar Lake, and other parks and natural areas in and around Rhea 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 contains habitat which has been deemed a medium conservation priority in the Cumberland Plateau Ecoregion by Tennessee State Wildlife Action Plan (SWAP)—the Allegheny-Cumberland Dry Oak Forest and Woodland. Protection of this habitat will ensure it remains, supporting terrestrial and aquatic resources within the region, and will further support the goals of the SWAP; and

WHEREAS, the Property is within The Nature Conservancy’s Brady Mountain terrestrial priority conservation area. Target conservation species this area supports includes the black mountain salamander (*Desmognathus welteri*), least trillium (*Trillium pusillum*) and Tennessee Pondweed (*Potamogeton tennesseensis*); and

WHEREAS, the Property is within The Nature Conservancy’s White’s Creek/Piney River aquatic priority conservation area. Aquatic species targeted for protection in this area include Four (4) fish, eight (8) mussels, and one (1) snail. Streams such as Little Laurel Branch which transition from the plateau to the escarpment and ridge and valley are also systems targeted for protection; and

WHEREAS, the Property’s aquatic habitats are recognized by the Tennessee SWAP as being in a critical watershed for freshwater species, the Upper Tennessee. The

surrounding land is also considered a low to medium conservation priority upstream of these aquatic habitats; and

WHEREAS, the national Morphological Spatial Pattern Analysis, which maps green infrastructure, characterizes much of the Property as having a high degree of connectivity with surrounding forests. This contributes to the overall health of the ecosystem whose large connected tracts of forest support biota which fragmented forests will not; and

WHEREAS, the Property has among its habitats, two Tennessee SWAP priority forests: the Allegheny-Cumberland Dry Oak Forest and Woodland and the South-Central Interior Mesophytic Forest; and

WHEREAS, the Property proved quite diverse in vascular plants. Two hundred and ten species were found which included thirty-nine (39) trees. The Tennessee Department of Environment & Conservation reports that twelve (12) rare, threatened, and endangered species of plants and animals have been found within five miles of the property, and the Tennessee SWAP lists over one hundred (100) species of greatest conservation need that are denizens of the forest types present on the Property; and

WHEREAS, fauna species observed on the Property consisting of 25 birds, 15 of which are Neotropical migrants, fifteen (15) butterflies, four (4) reptiles and amphibians and three (3) mammals. Among the mammals is the Allegheny Woodrat (*Neotoma magister*), an S3 listed species in Tennessee, deemed in need of management; and

WHEREAS, the Fish and Wildlife Service cites eight (8) federally-listed endangered and threatened species that could be impacted by activities on the Property: three (3) bats, two (2) fish, and three (3) birds. Additionally, the Tennessee Department of Environment and Conservation (TDEC) cites Rhea County as the home of twenty (20) endangered and threatened plant and animal species, plus ten (10) more of special concern or in need of management. This includes seven (7) species ranked endangered at the federal level. Preserving this land as open space with a conservation easement, and thus reducing any impacts on its habitats, would thus reduce potential impacts on these imperiled species; and

WHEREAS, the Appalachian Mountains Joint Venture, which coordinates and implements all-bird conservation plans within the Appalachian Mountains Bird Conservation Region, recognizes two species we observed on the Property as species of conservation concern in Tennessee. Ranked in the “very highest” concern category is the Prairie Warbler (*Setophaga discolor*), and of “high concern” is the Hooded Warbler (*Setophaga citrina*). These are also recognized as GCN species in the TN SWAP, as is the red-headed woodpecker (*Melanerpes erythrocephalus*) which was also observed on the property; and

WHEREAS, the Golden Eagle (*Aquila chrysaetos*), which has a threatened status in the State of Tennessee, has been recorded in several places along Walden Ridge on

which the Property lies. The combination of forests with areas of cleared land, which is found on the Property, is what the eagle requires as wintering foraging habitat; and

WHEREAS, the Property is in close proximity to the Piney Falls State Natural Area. It lies just 3.5 miles to the south along the same ridgeline and is part of the Cumberland Trail State Park. Preservation of the Property with a conservation easement will serve as a buffer against development to protect the integrity of this State Natural Area; and

WHEREAS, the Property lies within thirteen (13) miles of over 13,000 acres of other state natural areas including Mount Roosevelt Wildlife Management Area and Yuchi Refuge. Additionally, private easements in Rhea and surrounding counties held by the Foothills Land Conservancy cover approximately 8,000 acres and The Nature Conservancy has put under easement, 377 acres just three (3) miles south of the Property on Walden Ridge; and

WHEREAS, development and housing density is sharply increasing in the region around the Property. Density in 1970, based on acreage per housing unit (i.e., the lower the number the greater the density) was mostly >80 acres per unit. By 2000, density had increased to 30-40 acres per unit, and by the year 2030, it is predicted to increase to 20-30 and even 10-20 acres per unit along the escarpment. This easement would preserve the scenic rock outcrops and ridgeline on top of the escarpment by preventing the scarring of the landscape through development, much to the significant enjoyment and benefit of the general public; 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 Rhea County, Tennessee Register of Deeds)

CONSERVATION VALUES

The conservation values that make the Roddy Gap, 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 06-20-2018 by Meredith Clebsch, Land Director, and Tom Howe, Matt Moore, and Shelby Lyn Sanders, Biologists with the Foothills Land Conservancy, Rockford, TN.

NATURAL HABITAT

Landscape and Conservation Context

The Roddy Gap, LLC property (c. 948.68 acres) is in a unique and ecologically important landscape. Per the TN Department of Environment & Conservation (TDEC), it lies within both the Cumberland Plateau #68a and Plateau Escarpment #68c level IV ecoregions (Fig. 2) stretching for 3 miles along Walden Ridge. Two creeks originate within the Property and flow through northeast-facing gorges, into Laurel Creek and shortly thereafter, into White’s Creek.

We entered the Property along two logging roads at the southern end and traversed its entire length, dropping down into the drainages and on the escarpment slopes, recording all the observed plants and animals and photographing the various plant communities and unique features. Much of the plateau upland oak forest had been logged in recent years and was in early stages of succession. The escarpment and its slopes were untouched and had mature oaks and a relatively thick understory of soft mast, tree seedlings and briars. Mesic forests were very well developed along Little Laurel Branch with an extensive, dense and diverse

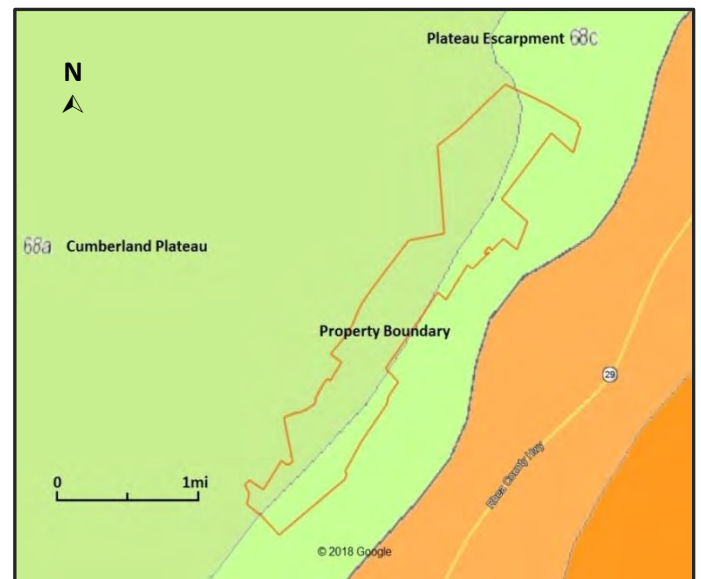


Figure 2 Ecoregions (TDEC 2018a)

understory of herbs and ferns extending well up the slopes on its north side. This forest was narrower and less developed along Coalbank Branch where it was surrounded by a pine plantation in the northern reaches of the Property

The general forest type for the region is Mixed Mesophytic, which is 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” and has come under great development pressure with resultant forest

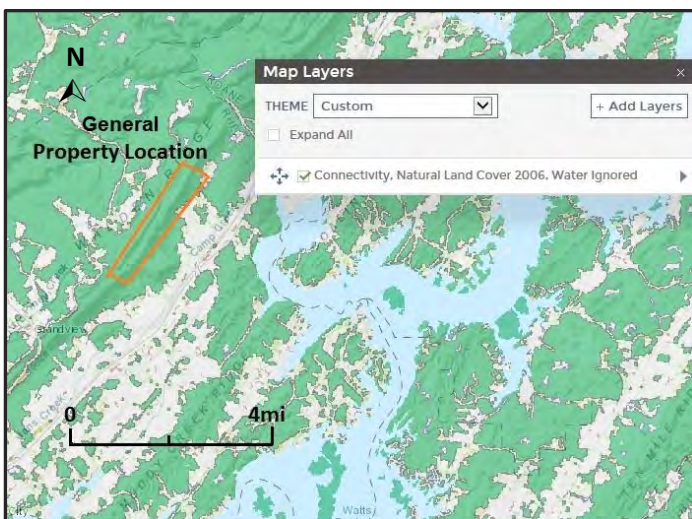


Figure 3 Forest Connectivity in Green, NatureServe 2018b

fragmentation. The distinctiveness of this forest type is classified as Globally Outstanding, and the conservation status is classified as Critically Endangered (WWF 2018).

The national Morphological Spatial Pattern Analysis, which maps green infrastructure, characterizes the Property as having a high degree of connectivity with surrounding forests (Fig. 3). This contributes to the overall health of the ecosystem whose large connected tracts of forest support biota which fragmented forests will not. Walden Ridge is known as a wildlife corridor, particularly for Neotropical migrant raptors and songbirds. The Mount Roosevelt WMA has an overlook on Walden Ridge for the observation of these migrants (TWRA 2018).

Landscape diversity and connectedness are acknowledged as critical elements for the persistence of species during a changing climate. This region has been identified as being 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 (CBI [Conservation Biology Institute] 2018a). This adds to its potential overall habitat value and ecological importance.

The Property is within the TN SWAP, and The Nature Conservancy's terrestrial and aquatic priority conservation areas. Details will be discussed below under *Habitats & Biodiversity*.

Habitats & Biodiversity

Since fragmentation from logging and development are considered the primary threats to these ecoregions, one of the top priorities of conservation organizations is protecting large interconnected blocks of mature forests in hopes of relieving stress on GCN species. A few of these common stressors might include isolation from habitats and resources needed for life cycle completion (migration, dispersal, recolonization, foraging, mating), and isolation resulting in reduced opportunity for range adjustment in response to changing environmental conditions (TWRA 2015a).

The Property is within The Nature Conservancy's Brady Mountain terrestrial priority conservation area. Species this area supports that are targeted for conservation include the black mountain salamander (*Desmognathus walteri*), least trillium (*Trillium pusillum*) and Tennessee Pondweed (*Potamogeton tennesseensis*). Two priority forest communities needing protection identified in the TN SWAP are also in this region, including Dry Oak Forest and Mesophytic Forest more particularly described below. The 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 this conservation easement also seeks to protect.

The National Land Cover Gap Analysis Land Cover Viewer maps two main forest types on the Property which agree with our findings on the ground: the Allegheny-Cumberland Dry Oak Forest and Woodland habitat (NatureServe identifier CES202.359) and the South-Central Interior Mesophytic Forest (CES202.887). The oak forest dominates the uplands and escarpment slopes. It is classified as being of

medium conservation priority by the Tennessee Wildlife Resources Agency's (TWRA) SWAP (TWRA 2015b).

The oak forest 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.

Next, the mesophytic forest is located in the drainages and on slopes above them along Little Laurel Branch and to a lesser degree, Coalbank Branch. This forest is described by NatureServe (2018e) 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*), red oak (*Quercus rubra*) and umbrella tree (*Magnolia tripetela*).

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 2015c). 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 dry oak forest is 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 decimating bat populations (USFWS 2018a). This brings the total known GCN potential for the Property to well over 100 species (detailed in tables below). Protection of these habitats will help these species 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 (TNC 2003).

Rhea County is the home of 20 endangered and threatened plant and animal species, plus 10 more of special concern or in need of management that could be benefited by the preservation of the Property's natural habitats. This includes 7 species ranked endangered at the federal level (TDEC 2018b).

The Property proved quite diverse in total vascular plants. Two hundred and twelve species were found which included 40 species of trees. TDEC reports that 12 rare, threatened and endangered species of plants and animals have been found within five miles of the property (tabulated below). Invasive plants were not a major contributor to the flora and were found mostly along the dirt roads. They are indicated in red in the Observed Species List below. The list also includes fauna species consisting of 25 birds, 15 butterflies, 4 reptiles and amphibians and 3 mammals. Among the mammals is



the Allegheny Woodrat (*Neotoma magister*), an S3 listed species in Tennessee, deemed in need of management.

The Appalachian Mountains Joint Venture (2018), which coordinates and implements all-bird conservation plans within the Appalachian Mountains Bird Conservation Region, recognizes two species we observed on the Property as species of conservation concern in Tennessee. Ranked in the “very highest” concern category is the Prairie Warbler (*Setophaga discolor*), and of “high concern” is the Hooded Warbler (*Setophaga citrina*). These are also recognized as GCN species in the TN SWAP (TWRA 2015d), as is the red-headed woodpecker (*Melanerpes erythrocephalus*) which we also observed on the property. The Golden Eagle (*Aquila chrysaetos*), which holds a threatened status in Tennessee, has been recorded in several places along Walden Ridge per TWRA (David Hanni, pers comm.). The combination of forests with areas of cleared land, which is found on the Property, is what the eagle requires as wintering foraging habitat (Scott Somershoe, pers. comm.).

Fifteen species of Neotropical migrants were seen, whose general populations are known to be in decline (Hall 1984) (North American Bird Conservation Initiative 2016). These birds are indicated by orange in the Observed Species List below. Many others would likely be found in these habitats earlier in the season than the time of our visit. Rhea County is also the home to many other wildlife species. Deer and turkey sign were seen on the Property, along with trails that appeared to be from wild boar. Among others hunted or seen in the county are coyote, black bear, mountain lion and small game including raccoon, opossum, squirrel, grouse, dove, and woodcock. 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 2018b) cites 8 federally-managed endangered and threatened species that could be impacted by activities on the Property including 3 bats, 2 fish and 3 birds. Preserving this land as open space with a conservation

easement, and thus reducing any impacts on its habitats, should reduce potential impacts on these imperiled species.

Concerning the Property’s aquatic habitat, TNC places it within the White’s Creek/Piney River aquatic priority conservation area, a critical watershed for freshwater species. Aquatic species targeted for protection in this area include 4 fish, 8 mussels, and 1 snail (TNC 2003). Streams transitional to the escarpment such as Little Laurel Creek are also targeted. The TN SWAP rates the Property’s drainages on the plateau with a medium-1 priority upstream of aquatic habitats (lower than a -2 rating) (Fig. 3). The slopes above the creeks are rated low-2 and the plateau uplands as well as the escarpment drainages have a low-1

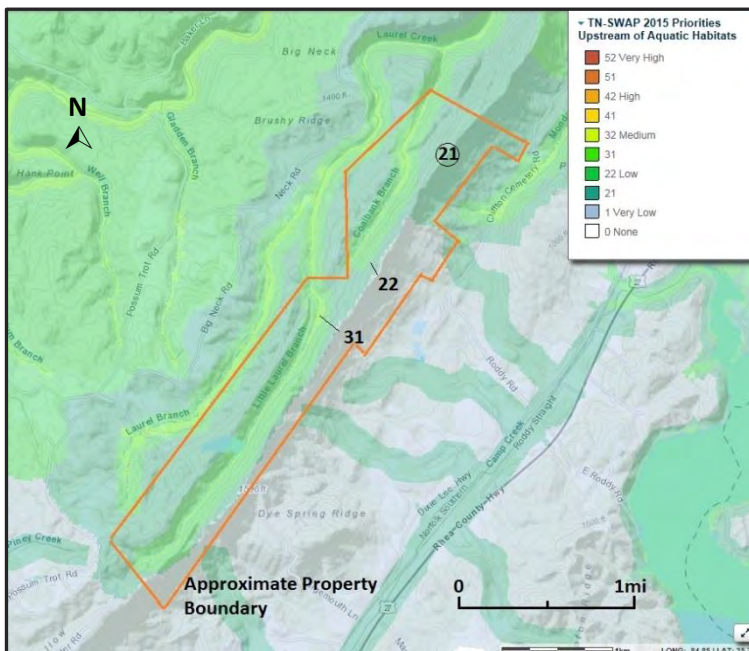


Figure 4 Priorities Upstream of Aquatic Habitats (CBI 2018b)

priority. Such priority areas are so designated by evaluating a number of factors that indicate that if the property is adequately conserved, it has a good probability of preserving the ecoregion's biodiversity (NatureServe 2018f).

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 2017g).

The richness and importance of the region's biodiversity 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 (Fig. 5). The Property lies within 13 miles of over 13,000 acres of state natural areas including: Piney Falls SNA, Mt Roosevelt WMA and Yuchi Refuge. Private easements in Rhea and surrounding counties held by the Foothills Land Conservancy (FLC) cover about 8,000 acres and The Nature Conservancy (2018) has recently put 377 acres just 3 miles south of the Property on Walden Ridge under easement.

Conservation Management Areas

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 oak 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 its high point to its northwest, and secondly, all creeks, wetlands and water sources will have a minimum 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. Prohibited Uses and Reserved Rights are described in the Conservation Easement. Any use of the Property that is actually taking place

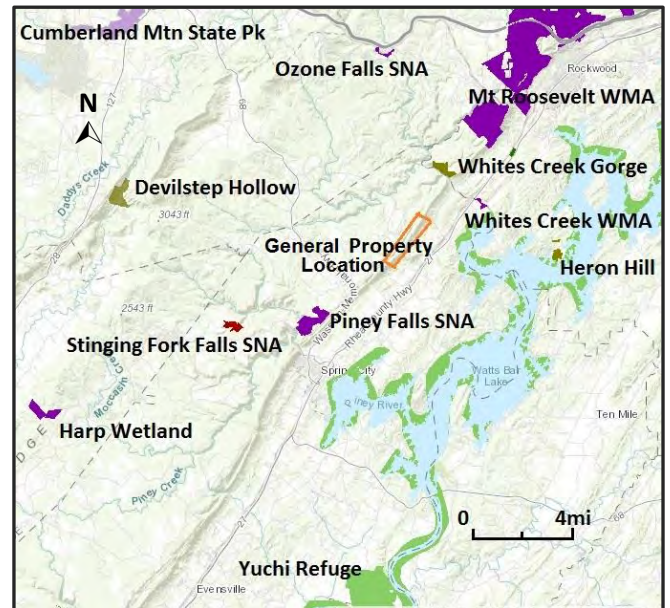


Figure 5 Nearby Protected Areas (NatureServe 2018h)

within a Management Area B as of the date of this easement may be permitted to continue—consult the CE for details.

OPEN SPACE



Keeping the Property as open space will allow it to continue to be enjoyed by residents and travelers along TN Hwy 27 (Rhea County Highway) (see Fig. 6), Clifton Cemetery Road, Roddy Road, Neck Road, Big Neck Road and Eagle Point Drive. Recreational boaters and the numerous fishermen on Watts Bar Lake will also take in the scenic escarpment ridgeline.

Figure 6 Scenic Ridge seen from TN Hwy 27, Rhea County Highway

One of the major concerns of the Tennessee Wildlife Resources Agency’s Strategic Plan for 2006-2012 was 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. The density on and near the property in 1970 (dark green) was mostly >80 acres per unit. By 2000, density on the Property had increased to 30-40 acres per unit (not shown) except on the north end around Coalbank Branch. And by the year 2030, it is predicted to increase to 20-30 and even 10-20 acres per unit along the escarpment. This easement would preserve the scenic rock

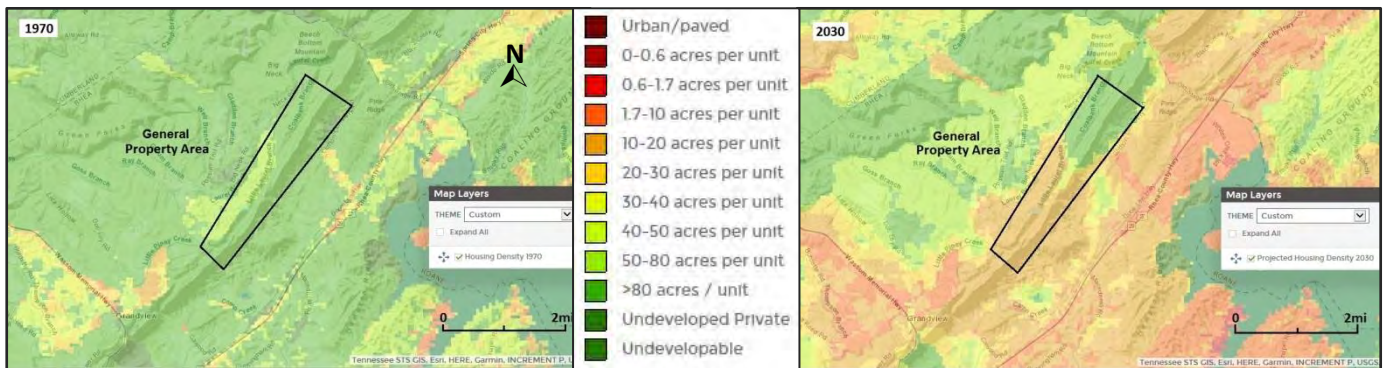


Figure 7 Housing Density 1970 vs 2030 (NatureServe 2018i)

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. Preserving the Property will also allow it to act as a buffer to this development for conservation lands north and south along Walden Ridge.

The absence of development's light pollution is an additional benefit, not only for human enjoyment of the night sky and landscape, but also for many insect species, especially moths, which often are attracted to nightlights only to perish. Moth larvae (caterpillars) and other insects are the basis of the diets of a great many birds, including Neotropical migrants. 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 one of the remaining relatively intact ecosystems of the Cumberland Escarpment, adding permanent protections to the Roddy Gap, LLC property will support the international conservation goals that include minimizing habitat fragmentation of wildlife corridors, and will help maintain healthy and diverse wildlife populations for the future. The Property also serves a vital function as a significant contributor to the ecological viability of the important and unique habitats on the Cumberland Plateau, 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 is primarily underlain with Pennsylvanian shale, sandstone and conglomerates of the Rockcastle Conglomerate (**Pr**) Gizzard Group (**Pg** map symbol) and the Crab Orchard Mountains Group (**Pco**), including Rockcastle Conglomerate, Vandever Formation, Newton Sandstone, Whitwell Shale, and Sewanee Formation and others. Mississippian Pennington and Ft. Payne Formations are also present (Tennessee Division of Geology, 1966). These are mapped in the maps section below.

SOILS

The following soil types are shown to be found on the Property: Lily-Gilphin_Ramsey sandstone, siltstone and shale on the plateau, and Gilphin-Allen-Bouldin-Petros loamy shale or colluvium on the escarpment and its footslopes. See Maps section for location details. Apart from an insignificant amount in one corner, none of the soil is considered prime farmland soils (USDA 2018).

LAND USE INFORMATION

Forestry, hunting and small scale agriculture are the classic historical uses of the Property. Since 2013 an average of 7-15% of the land was used in agriculture (Granular, 2018). It appeared that approximately 400 acres had recently been logged and is in early successional regeneration. Some acreage was put in pine plantations and about 100 acres of remnant plantations remain. (Google Earth was used to approximate these areas.) There is no record of mining of the Property (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.

MINING REPORT

Tom Howe

From: Trevor Martin <Trevor.Martin@tn.gov>
Sent: Tuesday, September 11, 2018 11:50 AM
To: Tom Howe
Subject: RE: Roddy Gap Mining Report

Good morning, Tom. The Roddy Gap tracts are located in Rhea County on the Roddy USGS quad (117-SE). A search of available files found no history of mining on any of the four parcels. There was some minor pre-law mining activity in the vicinity on the Hooper, Potters Falls, Nemo, and Lower Wilder coal seams, but these were mostly prospects or small underground mines. The 1972 Mineral Resources Summary for the quad states, "All of the coals are thin, the mines and prospects are small, and available information shows no coal reserves in seams thicker than 24 inches."

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
tn.gov/environment

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

From: Tom Howe [<mailto:thowe@foothillisland.org>]
Sent: Wednesday, September 05, 2018 11:53 AM
To: Trevor Martin
Subject: Roddy Gap 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 the Roddy quadrangle, c. 958 acres for which we need a mining report. It is centered at c. 35.776057, -84.799141 and consists of tax parcels 007 003.01, 003 007.00, 007 018.00, and 012 017.13 in Rhea County. Maps are attached.

Thank you,

Tom Howe

ANTHROPOGENIC FEATURES

The only anthropogenic features found on the property, which are mapped in the map section, were logging roads in the uplands and old grown up ATV trails along the escarpment which are barely or not visible on the map. No utilities or gates were noted.

FLORA AND FAUNA REPORTS

TN NATURAL HERITAGE DATABASE REPORT ON LISTED SPECIES (found within 5 miles of Property)

Spiranthes ochroleuca

TYPE	Vascular Plant
SCIENTIFIC_NAME	Spiranthes ochroleuca
COMMON_NAME	Yellow Nodding Ladies'-tresses
GLOBAL_RANK	G4
ST_RANK	S1

Amelanchier sanguinea

TYPE	Vascular Plant
SCIENTIFIC_NAME	Amelanchier sanguinea
COMMON_NAME	Roundleaf Shadbush
GLOBAL_RANK	G5
ST_RANK	S2

Haliaeetus leucocephalus

TYPE	Vertebrate Animal
SCIENTIFIC_NAME	Haliaeetus leucocephalus
COMMON_NAME	Bald Eagle
GLOBAL_RANK	G5
ST_RANK	S3

Percina aurantiaca

TYPE	Vertebrate Animal
SCIENTIFIC_NAME	Percina aurantiaca
COMMON_NAME	Tangerine Darter
GLOBAL_RANK	G4
ST_RANK	S3

Schisandra glabra

TYPE	Vascular Plant
SCIENTIFIC_NAME	Schisandra glabra
COMMON_NAME	Red Starvine
GLOBAL_RANK	G3
ST_RANK	S2
ECOLOGICAL_SYSTEMS	Preferred: All Provinces--East Gulf Coastal Plain Northern Mesic Hardwood Slope Forest (CES203.477); Suitable: Ridge and Valley-- South-Central Interior Mesophytic Forest (CES202.887)

Polygala nana

TYPE	Vascular Plant
SCIENTIFIC_NAME	Polygala nana
COMMON_NAME	Dwarf Milkwort
GLOBAL_RANK	G5
ST_RANK	S1

Percina aurantiaca

TYPE	Vertebrate Animal
SCIENTIFIC_NAME	Percina aurantiaca
COMMON_NAME	Tangerine Darter
GLOBAL_RANK	G4
ST_RANK	S3

Aimophila aestivalis

TYPE	Vertebrate Animal
SCIENTIFIC_NAME	Aimophila aestivalis
COMMON_NAME	Bachman's Sparrow
GLOBAL_RANK	G3
ST_RANK	S1B
HABITAT	Dry open pine or oak woods; nests on the ground in dense cover.

Aureolaria patula

TYPE	Vascular Plant
SCIENTIFIC_NAME	Aureolaria patula
COMMON_NAME	Spreading False-foxglove
GLOBAL_RANK	G3
ST_RANK	S3

Liatris cylindracea

TYPE	Vascular Plant
SCIENTIFIC_NAME	Liatris cylindracea
COMMON_NAME	Slender Blazing-star
GLOBAL_RANK	G5
ST_RANK	S2

Erimonax monachus

TYPE	Vertebrate Animal
SCIENTIFIC_NAME	Erimonax monachus
COMMON_NAME	Spotfin Chub
GLOBAL_RANK	G2
ST_RANK	S2

Spilogale putorius

TYPE	Vertebrate Animal
SCIENTIFIC_NAME	Spilogale putorius
COMMON_NAME	Eastern Spotted Skunk
GLOBAL_RANK	G4
ST_RANK	S3
HABITAT	Rocky outcrops, open prairies, brushy areas, cultivated fields, and barnyards; more common in east Tennessee; reclusive.

OBSERVED SPECIES LISTS during site visit 8-30-2018 (plants after Weakley, A.S., 2015)
(invasive species in **RED**)

Vascular Plants		
Genus	Species	Common Name
<i>Acer</i>	<i>rubrum</i>	Red Maple
<i>Acer</i>	<i>saccharum</i>	Sugar Maple
<i>Ailanthus</i>	<i>altissima</i>	Tree-of-Heaven
<i>Albizia</i>	<i>julibrissin</i>	Mimosa
<i>Amaranthus</i>	<i>sp.</i>	Amaranth
<i>Ambrosia</i>	<i>artemisifolia</i>	Annual Ragweed
<i>Amelanchier</i>	<i>arborea</i>	Downy Serviceberry
<i>Amphicarpaea</i>	<i>bracteata</i>	Hog Peanut
<i>Amsonia</i>	<i>sp.</i>	Bluestar
<i>Andropogon</i>	<i>gerardii</i>	Big bluestem
<i>Antennaria</i>	<i>plantaginifolia</i>	Pussytoes
<i>Aralia</i>	<i>spinosa</i>	Devil's Walkingstick
<i>Arisaema</i>	<i>triphyllum</i>	Jack-in-the-Pulpit
<i>Arnoglossum</i>	<i>atriplicifolium</i>	Pale Indian Plantain
<i>Aronia</i>	<i>melanocarpa</i>	Black Chokeberry
<i>Arundinaria</i>	<i>appalachiana</i>	Hill Cane
<i>Asclepias</i>	<i>syriaca</i>	Common Milkweed
<i>Asimina</i>	<i>triloba</i>	Common Pawpaw
<i>Athyrium</i>	<i>asplenoides</i>	Southern Lady Fern
<i>Aureolaria</i>	<i>levigata</i>	Appalachian Oak-leech
<i>Bidens</i>	<i>sp.</i>	Beggar-ticks
<i>Campanula</i>	<i>divaricata</i>	Southern Harebell
<i>Carduus</i>	<i>nutans</i>	Nodding Thistle
<i>Carya</i>	<i>glabra</i>	Pignut Hickory
<i>Carya</i>	<i>pallida</i>	Sand Hickory
<i>Carya</i>	<i>tomentosa</i>	Mockernut Hickory
<i>Castanea</i>	<i>dentata</i>	American Chestnut
<i>Chamaecrista</i>	<i>nictitans var. nictitans</i>	Southern Sensitive Plant
<i>Chamaelirium</i>	<i>luteum</i>	Fairywand
<i>Chasmanthium</i>	<i>laxum</i>	Slender Spikegrass
<i>Chimaphila</i>	<i>maculata</i>	Pipsissewa
<i>Chionanthus</i>	<i>virginicus</i>	Fringetree
<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>Conoclinium</i>	<i>coelestinum</i>	Mistflower
<i>Conyza</i>	<i>canadensis</i>	Common Horseweed
<i>Coreopsis</i>	<i>sp.</i>	Coreopsis
<i>Cornus</i>	<i>florida</i>	Flowering Dogwood
<i>Crataegus</i>	<i>macrocarpa</i>	Fanleaf Hawthorn
<i>Cunila</i>	<i>origanoides</i>	Wild Oregano

Genus	Species	Common Name
<i>Cyperus</i>	<i>retrofractus</i>	Rough Flatsedge
<i>Danthonia</i>	<i>sericea</i>	Downy Danthonia
<i>Danthonia</i>	<i>spicata</i>	Poverty Oat Grass
<i>Daucus</i>	<i>carota</i>	Queen Ann's Lace
<i>Dendrolycopodium</i>	<i>obscurum</i>	Common Ground Pine
<i>Dennstaedtia</i>	<i>punctilobula</i>	Hay-scented Fern
<i>Deparia</i>	<i>acrostichoides</i>	Silvery Glade Fern
<i>Desmodium</i>	<i>sp.</i>	Tick Trefoil
<i>Dichanthelium</i>	<i>sp.</i>	Panic Grass
<i>Dioscorea</i>	<i>villosa</i>	Wild Yam
<i>Diphasiastrum</i>	<i>digitatum</i>	Common Running-cedar
<i>Dryopteris</i>	<i>marginalis</i>	Marginal Woodfern
<i>Elaeagnus</i>	<i>umbellata</i>	Autumn Olive
<i>Eleocharis</i>	<i>obtusa</i>	Blunt spikerush
<i>Elephantopus</i>	<i>carolinianus</i>	Leafy Elephant's-foot
<i>Elephantopus</i>	<i>tomentosus</i>	Common Elephant's-foot
<i>Erechtites</i>	<i>heiraciiifolius</i>	American Burnweed
<i>Erigeron</i>	<i>annuus</i>	Annual Fleabane
<i>Euonymus</i>	<i>americanus</i>	Strawberry Bush
<i>Eupatorium</i>	<i>capillifolium</i>	Common Dog-fennel
<i>Eupatorium</i>	<i>hyssopifolium</i>	Hyssopleaf Eupatorium
<i>Eupatorium</i>	<i>rotundifolium</i>	Round-leaved Thoroughwort
<i>Eupatorium</i>	<i>serotinum</i>	Lateflowering Thoroughwort
<i>Eupatorium</i>	<i>torreyanum</i>	Torrey's Eupatorium
<i>Euphorbia</i>	<i>corollata</i>	Eastern Flowering Spurge
<i>Euphorbia</i>	<i>nutans</i>	Eyebane
<i>Eurybia</i>	<i>divaricata</i>	Woodland Aster
<i>Eurybia</i>	<i>surculosa</i>	Creeping Aster
<i>Eutrochium</i>	<i>fistulosum</i>	Joe Pye Weed
<i>Eutrochium</i>	<i>purpureum</i>	Joe Pye Weed
<i>Fagus</i>	<i>grandifolia</i>	American Beech
<i>Fraxinus</i>	<i>americana</i>	White Ash
<i>Geranium</i>	<i>maculatum</i>	Wild Geranium
<i>Goodyera</i>	<i>pubescens</i>	Downy Rattlesnake Plantain
<i>Hamamelis</i>	<i>virginiana</i>	Witch-hazel
<i>Helenium</i>	<i>flexuosum</i>	Southern Sneezeweed
<i>Helianthus</i>	<i>hirsutus</i>	Hairy Sunflower
<i>Helianthus</i>	<i>microcephalus</i>	Small-headed Sunflower
<i>Hexastylis</i>	<i>arifolia var. ruthii</i>	Ruth's Little Brown Jug
<i>Hieracium</i>	<i>gronovii</i>	Beaked Hawkweed

Genus	Species	Common Name
<i>Hydrangea</i>	<i>arborescens</i>	Smooth Hydrangea
<i>Hylodesmum</i>	<i>glutinosum</i>	Heartleaf Tick-trefoil
<i>Hylodesmum</i>	<i>nudiflorum</i>	Naked Tick-trefoil
<i>Hypericum</i>	<i>gentianoides</i>	Pineweed
<i>Hypericum</i>	<i>hypericoides</i>	St. Andrew's Cross
<i>Hypericum</i>	<i>stragulum</i>	Reclining St. Andrew's Cross
<i>Ilex</i>	<i>decidua</i> var. <i>decidua</i>	Possum-haw
<i>Ilex</i>	<i>opaca</i> var. <i>opaca</i>	American Holly
<i>Ipomoea</i>	<i>pandurata</i>	Wild Sweet Potato
<i>Iris</i>	<i>verna</i> var. <i>smalliana</i>	Upland Dwarf Iris
<i>Itea</i>	<i>virginica</i>	Sweetspire
<i>Juncus</i>	<i>dudleyi</i>	Dudley's Rush
<i>Juncus</i>	<i>effusus</i>	Soft Rush
<i>Juncus</i>	<i>marginatus</i>	Grass-leaved Rush
<i>Juncus</i>	<i>tenuis</i>	Path Rush
<i>Juniperus</i>	<i>virginiana</i>	Red Cedar
<i>Kalmia</i>	<i>latifolia</i>	Mountain Laurel
<i>Lactuca</i>	<i>floridana</i>	Woodland Lettuce
<i>Lechea</i>	<i>racemulosa</i>	Illinois Pinweed
<i>Lespedeza</i>	<i>capitata</i>	Roundhead Lespedeza
<i>Lespedeza</i>	<i>hirta</i>	Hairy Lespedeza
<i>Lespedeza</i>	<i>virginica</i>	Virginia Lespedeza
<i>Leucanthemum</i>	<i>vulgare</i>	Oxeye Daisy
<i>Lindera</i>	<i>benzoin</i>	Spicebush
<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>Lobelia</i>	<i>inflata</i>	Indian-tobacco
<i>Lobelia</i>	<i>puberula</i>	Downy Lobelia
<i>Lobelia</i>	<i>siphilitica</i>	Great Blue Lobelia
<i>Lonicera</i>	<i>japonica</i>	Japanese Honeysuckle
<i>Ludwigia</i>	<i>alternifolia</i>	Alternate-leaf Seedbox
<i>Lycopus</i>	<i>virginicus</i>	Virginia Bugleweed
<i>Lygodium</i>	<i>palmatum</i>	Climbing Fern
<i>Lysimachia</i>	<i>tonsa</i>	Southern Yellow Loosestrife
<i>Magnolia</i>	<i>acuminata</i>	Cucumber Magnolia
<i>Magnolia</i>	<i>tripetala</i>	Umbrella Magnolia
<i>Maianthemum</i>	<i>racemosum</i>	False Solomon's Seal
<i>Medeola</i>	<i>virginiana</i>	Cucumber-root
<i>Microstegium</i>	<i>vimineum</i>	Japanese Stilt Grass
<i>Mimosa</i>	<i>microphylla</i>	Sensitive Plant

Genus	Species	Common Name
<i>Mitchella</i>	<i>repens</i>	Partridge-berry
<i>Muscadinia</i>	<i>rotundifolia</i>	Muscadine
<i>Nyssa</i>	<i>sylvatica</i>	Black Gum
<i>Oenothera</i>	<i>biennis</i>	Evening Primrose
<i>Osmunda</i>	<i>spectabilis</i>	Royal 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>Oxypolis</i>	<i>rigidior</i>	Cowbane
<i>Packera</i>	<i>anonyma</i>	Small's Ragwort
<i>Panicum</i>	<i>sp.</i>	Panic Grass
<i>Parthenium</i>	<i>integrifolium</i> var. <i>integrifolium</i>	Wild Quinine
<i>Parthenocissus</i>	<i>quinquefolia</i>	Virginia Creeper
<i>Passiflora</i>	<i>lutea</i>	Eastern Yellow Passionflower
<i>Paulownia</i>	<i>tomentosa</i>	Princess Tree
<i>Persicaria</i>	<i>longiseta</i>	Bristly Ladysthumb
<i>Phegopteris</i>	<i>hexagonoptera</i>	Broad Beech Fern
<i>Phytolacca</i>	<i>americana</i>	Common Pokeweed
<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>Plantago</i>	<i>rugelii</i>	Blackseed Plantain
<i>Platanus</i>	<i>occidentalis</i>	Sycamore
<i>Polygala</i>	<i>curtissii</i>	Appalachian Milkwort
<i>Polystichum</i>	<i>acrostichoides</i>	Christmas Fern
<i>Potentilla</i>	<i>simplex</i> var. <i>simplex</i>	Common Cinquefoil
<i>Prosartes</i>	<i>lanuginosa</i>	Yellow Mandarin
<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>aquilinum</i> var. <i>latiusculum</i>	Bracken Fern
<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>marilandica</i>	Blackjack Oak
<i>Quercus</i>	<i>montana</i>	Chestnut Oak
<i>Quercus</i>	<i>rubra</i>	Northern Red Oak

Genus	Species	Common Name
<i>Quercus</i>	<i>velutina</i>	Black Oak
<i>Rhododendron</i>	<i>arborescens</i>	Smooth Azalea
<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>	Multiflora Rose
<i>Rubus</i>	<i>flagellaris</i>	Common Dewberry
<i>Rubus</i>	<i>pensilvanicus</i>	Southern Blackberry
<i>Rudbeckia</i>	<i>fulgida</i> var. <i>umbrosa</i>	Orange Coneflower
<i>Saccharum</i>	<i>alopecuroides</i>	Silver Plume Grass
<i>Sagittaria</i>	<i>sp.</i>	Arrowhead
<i>Salvia</i>	<i>lyrata</i>	Lyreleaf Sage
<i>Sanicula</i>	<i>sp.</i>	Snakeroot
<i>Sassafras</i>	<i>albidum</i>	Sassafras
<i>Schizachyrium</i>	<i>scoparium</i>	Little Bluestem
<i>Scutellaria</i>	<i>elliptica</i> var. <i>elliptica</i>	Hairy Skullcap
<i>Setaria</i>	<i>pumila</i>	Yellow Foxtail
<i>Silene</i>	<i>stellata</i>	Starry Campion
<i>Smilax</i>	<i>bona-nox</i>	Catbriar
<i>Smilax</i>	<i>glauca</i>	Glaucous Greenbrier
<i>Smilax</i>	<i>rotundifolia</i>	Common Greenbrier
<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>curtisii</i>	Curtis's 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>rugosa</i>	Rough-leaved Goldenrod
<i>Sparganium</i>	<i>americanum</i>	American Bur-reed
<i>Spiraea</i>	<i>japonica</i>	Japanese Spiraea
<i>Spiranthes</i>	<i>tuberosa</i>	Little Ladies' Tresses
<i>Symphyotrichum</i>	<i>patens</i>	Late Purple Aster
<i>Thelypteris</i>	<i>noveboracensis</i>	New York Fern
<i>Tiarella</i>	<i>cordifolia</i>	Foamflower
<i>Toxicodendron</i>	<i>radicans</i>	Poison Ivy
<i>Tradescantia</i>	<i>virginiana</i>	Virginia Spiderwort
<i>Trichostema</i>	<i>setaceum</i>	Narrowleaf Blue Curls
<i>Tridens</i>	<i>flavus</i>	Greasy Grass
<i>Trifolium</i>	<i>repens</i>	White Clover
<i>Tsuga</i>	<i>canadensis</i>	Eastern Hemlock
<i>Typha</i>	<i>latifolia</i>	Common Cattail
<i>Uvularia</i>	<i>sp.</i>	Bellwort

Genus	Species	Common Name
<i>Vaccinium</i>	<i>arboreum</i>	Farkleberry
<i>Vaccinium</i>	<i>corymbosum</i>	Highbush Blueberry
<i>Vaccinium</i>	<i>hirsutum</i>	Hairy Blueberry
<i>Vaccinium</i>	<i>pallidum</i>	Lowbush Blueberry
<i>Verbascum</i>	<i>thapsus</i>	Mullein
<i>Verbena</i>	<i>simplex</i>	Narrow-leaved Vervain
<i>Vernonia</i>	<i>gigantea</i>	Common Ironweed
<i>Viola</i>	<i>primulifolia</i>	Primrose-lvd. Violet
<i>Viola</i>	<i>rotundifolia</i>	Round-lvd Violet
<i>Xanthorhiza</i>	<i>simplicissima</i>	Yellowroot

Non-Vascular Plants and Fungi	
Haircap Moss	<i>Polytrichum commune</i>
Lescur's Sphagnum	<i>Sphagnum lescurii</i>
Lichens	
Reindeer Lichen	<i>Cladonia sp.</i>
Fly Amanita	<i>Amanita muscaria</i>
Rock Tripe	<i>Umbilicaria sp.</i>
Coral Fungus	
Goldstalk	<i>Retiboletus ornatipoes</i>

Insects	
Little Glassywing	<i>Pompeius verna</i>
Eastern Tiger Swallowtail	<i>Papilio glaucus</i>
Spicebush Swallowtail	<i>Papilio troilus</i>
Cloudless Sulphur	<i>Phoebis sennae</i>
Little Yellow	<i>Pyrisitia lisa</i>
Sleepy Orange	<i>Abaeis nicippe</i>
Eastern Tailed-Blue	<i>Cupido comyntas</i>
Variegated Fritillary	<i>Euptoieta claudia</i>
Red-spotted Purple	<i>Limentis arthemis</i>
Pearl Crescent	<i>Phyciodes tharos</i>
Common Buckeye	<i>Junonia coenia</i>
Question Mark	<i>Polygonia interrogationis</i>
Gemmed Satyr	<i>Cyllopsis gemma</i>
Little Wood-Satyr	<i>Megisto cymela</i>
Carolina Satyr	<i>Hermeuptychia sosybius</i>
Paw Paw Sphinx	<i>Dolba hyloeus</i>
Underwing moth	<i>Catocala sp.</i>
Black Saddlebags	<i>Tramea lacerata</i>
Katydid	
Craneflies	
Other Animals	
Allegheny Woodrat	<i>Neotoma magister</i>
White-tailed Deer	<i>Odocoileus virginianus</i>
Eastern Gray Squirrel	<i>Sciurus carolinensis</i>
Green Frog	<i>Lithobates clamitans</i>
Toad	<i>Anaxyrus sp.</i>
Eastern Box Turtle	<i>Terrapene carolina</i>
Snapping Turtle	<i>Chelydra serpentina</i>

Birds (Neotropical Migrants in Orange)	
Wild Turkey	<i>Meleagris gallopavo</i>
Red-shouldered Hawk	<i>Buteo lineatus</i>
American Kestrel	<i>Falco sparverius</i>
Mourning Dove	<i>Zenaida macroura</i>
Red-headed Woodpecker	<i>Melanerpes erythrocephalus</i>
Red-bellied Woodpecker	<i>Melanerpes carolinus</i>
Eastern Wood-Pewee	<i>Contopus virens</i>
Eastern Kingbird	<i>Tyrannus tyrannus</i>
Yellow-throated Vireo	<i>Vireo flavifrons</i>
Blue Jay	<i>Cyanocitta cristata</i>
Carolina Chickadee	<i>Poecile carolinensis</i>
Tufted Titmouse	<i>Baeolophus bicolor</i>
White-breasted Nuthatch	<i>Sitta carolinensis</i>
Carolina Wren	<i>Thryothorus ludovicianus</i>
Blue-gray Gnatcatcher	<i>Poliophtila caerulea</i>
Eastern Bluebird	<i>Sialia sialis</i>
Cedar Waxwing	<i>Bombycilla cedrorum</i>
Hooded Warbler	<i>Setophaga citrina</i>
Pine Warbler	<i>Setophaga pinus</i>
Prairie Warbler	<i>Setophaga discolor</i>
Eastern Towhee	<i>Pipilo erythrophthalmus</i>
Field Sparrow	<i>Spizella pusilla</i>
Northern Cardinal	<i>Cardinalis cardinalis</i>
Indigo Bunting	<i>Passerina cyanea</i>
American Goldfinch	<i>Carduelis tristis</i>

HABITAT PREFERENCE OF GCN SPECIES

Habitat Preference of GCN Species			
For the Allegheny-Cumberland Dry Oak Forest and Woodland			
Excerpted from the TN SWAP (TWRA, 2015c)			
SPECIES			PREFERENCE
Amphibians			
<i>Desmognathus</i>	<i>abditus</i>	Cumberland Dusky Salamander	Suitable
<i>Desmognathus</i>	<i>welteri</i>	Black Mountain Salamander	Suitable
Bats			
<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
Birds			
<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
Gastropods			
<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	Suitable
<i>Glyphyalinia</i>	<i>rimula</i>	Tongued	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
Mammals (not including bats)			
<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
Plants			
<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
Reptiles			
<i>Anolis</i>	<i>carolinensis</i>	Green Anole	Suitable
<i>Crotalus</i>	<i>horridus</i>	Timber Rattlesnake	Preferred
<i>Heterodon</i>	<i>platirhinus</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
<i>Terrapene</i>	<i>carolina</i>	Eastern Box Turtle	Suitable

Habitat Preference of GCN Species	
For the South-Central Interior Mesophytic Forest	
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>Hemidactylium 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 caerulescens</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
* where preference is greater	
** WNS = affected by White-nose Syndrome	

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

<i>Sorex hoyi</i> (American Pygmy Shrew)	Preferred
<i>Sorex longirostris</i> (Southeastern Shrew)	Preferred
<i>Spilogale putorius</i> (Eastern Spotted Skunk)	Suitable
<i>Synaptomys cooperi</i> (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>Neviusia 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

ARCHAEOLOGICAL REPORT

TN DIVISION of ARCHAEOLOGY LETTER on ARCHAEOLOGY DATABASE

Tom Howe

From: TDOA SiteFile <TDOA.SiteFile@tn.gov>
Sent: Tuesday, August 28, 2018 9:13 AM
To: Tom Howe
Subject: RE: Roddy Gap, LLC Archaeological Report

Thank you Tom! That was exactly what I needed.

There are no recorded archaeological sites within of tax parcels 007 003.01, 003 007.00, 007 018.00, and 012 017.13 in Rhea County. There are three recorded archaeological sites within one mile of the property boundary provided. This area has not been comprehensively surveyed to determine presence or absence of archaeological sites.

Let me know if you have any questions.

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
<https://www.tn.gov/environment/program-areas/arch-archaeology.html>

From: Tom Howe [<mailto:thowe@foothillsland.org>]
Sent: Monday, August 27, 2018 2:16 PM
To: TDOA SiteFile
Subject: RE: Roddy Gap, LLC Archaeological Report

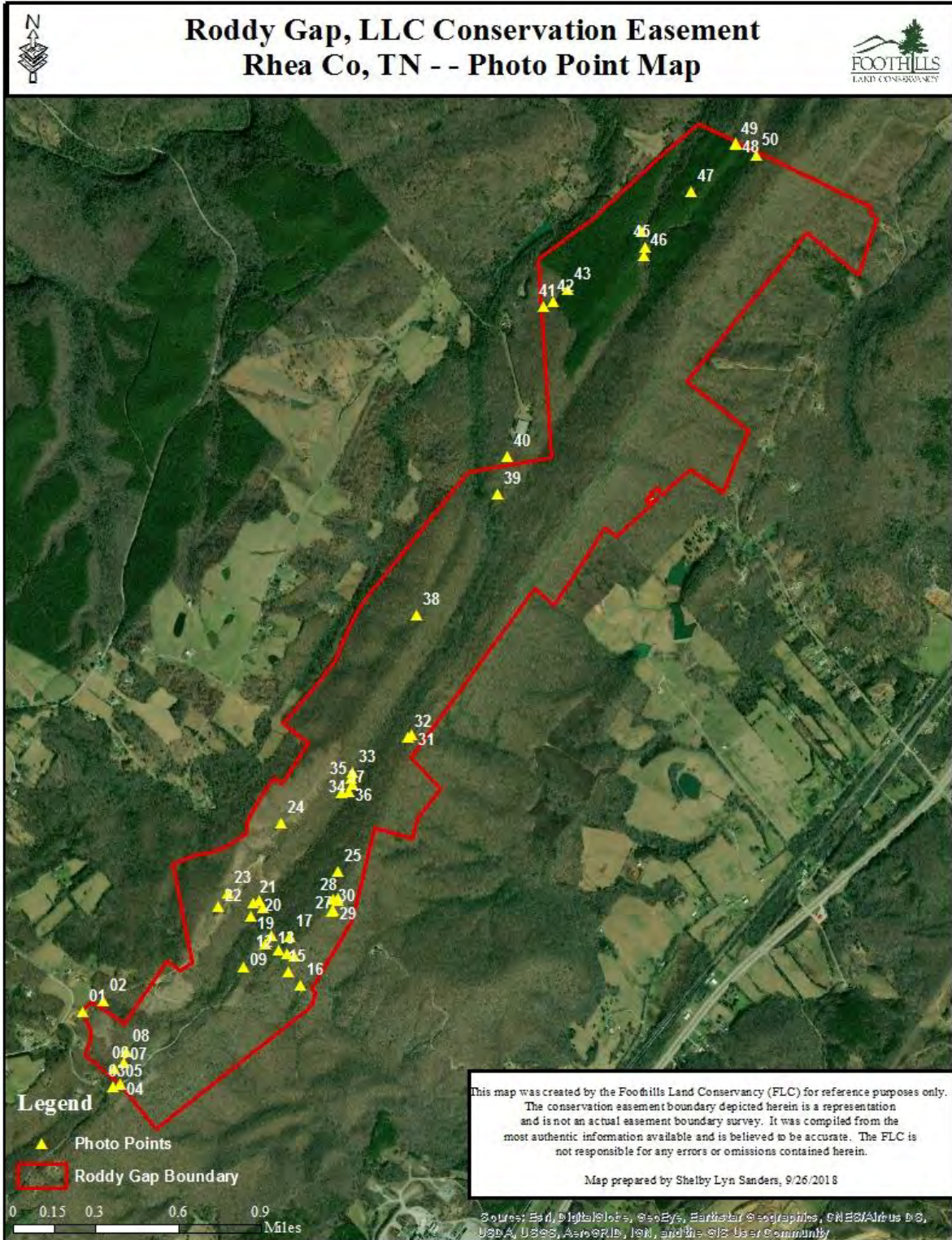
If this isn't sufficient, let me know.
Tom

From: TDOA SiteFile [<mailto:TDOA.SiteFile@tn.gov>]
Sent: Friday, August 24, 2018 12:42 PM
To: Tom Howe
Subject: RE: Roddy Gap, LLC Archaeological Report

Hi Tom,

PHOTOGRAPHS OF CURRENT SITE CONDITIONS

PHOTO POINT MAP



KEY TO PHOTOGRAPHS

Photo#	File Name	Title	Subject	Photogr	Latitude	Longitude	Time	Date	Elev	Photo Dir
1	IMG_4457SL.JPG	Roddy Gap	North Entrance on West Side	SSanders	N 35° 45' 37.39"	W 84° 48' 56.51"	10:44:53 AM	8/30/2018	1607 ft	81° E
2	IMG_4460.JPG	Roddy Gap	Intermittent Creek Feeding Little Laurel Branch	SSanders	N 35° 45' 39.04"	W 84° 48' 52.58"	10:49:37 AM	8/30/2018	1576 ft	240° WSW
3	IMG_4499.JPG	Roddy Gap	Allegheny-Cumberland Dry Oak Forest and Woodland	SSanders	N 35° 45' 25.86"	W 84° 48' 50.77"	12:19:45 PM	8/30/2018	1538 ft	301° WNW
4	IMG_3734.JPG	Roddy Gap	Road Bank Herb Regeneration	THowe	N 35° 45' 26.28"	W 84° 48' 49.45"	9:03:18 AM	8/30/2018	1551 ft	139° SE
5	IMG_3733.JPG	Roddy Gap	Field to Mesic Woods Interface	THowe	N 35° 45' 26.33"	W 84° 48' 49.48"	9:03:11 AM	8/30/2018	1552 ft	303° WNW
6	IMG_4501.JPG	Roddy Gap	River Cane in Upper Reaches of Drainage	SSanders	N 35° 45' 28.78"	W 84° 48' 50.61"	12:54:32 PM	8/30/2018	1502 ft	357° N
7	IMG_4502.JPG	Roddy Gap	View From Appalachian Hemlock Hardwood Forest	SSanders	N 35° 45' 29.61"	W 84° 48' 48.74"	1:00:06 PM	8/30/2018	1605 ft	106° ESE
8	IMG_4506.JPG	Roddy Gap	Headwaters of Little Laurel Branch	SSanders	N 35° 45' 31.39"	W 84° 48' 48.16"	1:05:38 PM	8/30/2018	1494 ft	16° NNE
9	IMG_3735.JPG	Roddy Gap	Logging Road South of Little Laurel Branch	THowe	N 35° 45' 44.33"	W 84° 48' 26.02"	9:16:56 AM	8/30/2018	1518 ft	20° NNE
10	IMG_3737.JPG	Roddy Gap	Log Landing	THowe	N 35° 45' 47.82"	W 84° 48' 21.93"	9:19:24 AM	8/30/2018	1466 ft	340° NNW
11	IMG_3743.JPG	Roddy Gap	Road Out of Log Landing	THowe	N 35° 45' 49.19"	W 84° 48' 20.83"	10:08:32 AM	8/30/2018	1529 ft	34° NE
12	IMG_4731.JPG	Roddy Gap	Ancient Chestnut Oak on Escarpment	MClebsch	N 35° 45' 46.90"	W 84° 48' 19.35"	9:49:41 AM	8/30/2018	1399 ft	263° W
13	IMG_3739.JPG	Roddy Gap	Dry Rock Outcrop on Top of Escarpment	THowe	N 35° 45' 46.43"	W 84° 48' 17.86"	9:25:09 AM	8/30/2018	1517 ft	132° SE
14	IMG_3740.JPG	Roddy Gap	Steep Oak Woods on Escarpment Slope	THowe	N 35° 45' 46.07"	W 84° 48' 16.46"	9:29:22 AM	8/30/2018	1524 ft	138° SE
15	IMG_3742.JPG	Roddy Gap	Animal Trail on Escarpment Slope	THowe	N 35° 45' 43.52"	W 84° 48' 17.56"	9:56:01 AM	8/30/2018	1515 ft	277° W
16	IMG_3741.JPG	Roddy Gap	Typical Outcrop Near Top of Escarpment	THowe	N 35° 45' 41.47"	W 84° 48' 15.34"	9:46:48 AM	8/30/2018	1302 ft	62° ENE
17	IMG_3744.JPG	Roddy Gap	Little Laurel Branch Woodland From Above	THowe	N 35° 45' 48.89"	W 84° 48' 17.34"	10:15:13 AM	8/30/2018	1590 ft	307° NW
18	114721.jpg	Roddy Gap	South-Central Interior Mesophytic Forest	MMoore	N 35° 45' 53.37"	W 84° 48' 22.38"	9:47:15 AM	8/30/2018	1329 ft	
19	IMG_4442.JPG	Roddy Gap	Trail Leading Out of Drainage	SSanders	N 35° 45' 52.12"	W 84° 48' 24.68"	10:01:32 AM	8/30/2018	1422 ft	204° SSW
20	IMG_4449.JPG	Roddy Gap	Transition - Open Area to Mesic Forest	SSanders	N 35° 45' 54.51"	W 84° 48' 23.16"	10:13:05 AM	8/30/2018	767 ft	131° SE
21	IMG_4436.JPG	Roddy Gap	Mature Trees at Top of Drainage	SSanders	N 35° 45' 54.16"	W 84° 48' 24.26"	9:51:48 AM	8/30/2018	1405 ft	325° NW
22	IMG_4475.JPG	Roddy Gap	Open Cutover Area	SSanders	N 35° 45' 53.54"	W 84° 48' 30.75"	11:07:43 AM	8/30/2018	1524 ft	347° NNW
23	125048.jpg	Roddy Gap	Typical Mossy Microhabitat	MMoore	N 35° 45' 55.71"	W 84° 48' 28.90"	10:50:39 AM	8/30/2018	0 ft	
24	131734.jpg	Roddy Gap	Scrub Regeneration of Logged Area	MMoore	N 35° 46' 06.49"	W 84° 48' 18.90"	11:17:32 AM	8/30/2018	1425 ft	
25	IMG_4457.JPG	Roddy Gap	Logging Road	MClebsch	N 35° 45' 58.94"	W 84° 48' 08.11"	8:57:54 AM	8/16/2018	1564 ft	28° NNE
26	IMG_3778.JPG	Roddy Gap	Campsite on Escarpment	THowe	N 35° 45' 54.70"	W 84° 48' 09.02"	1:18:19 PM	8/30/2018	1587 ft	84° E
27	IMG_3775.JPG	Roddy Gap	View From Escarpment Bluffs	THowe	N 35° 45' 54.99"	W 84° 48' 08.17"	1:13:43 PM	8/30/2018	1606 ft	137° SE
28	IMG_4787.JPG	Roddy Gap	Very Occasional Trash on Escarpment	MClebsch	N 35° 45' 54.49"	W 84° 48' 08.20"	1:14:00 PM	8/30/2018	1597 ft	202° SSW
29	IMG_4788.JPG	Roddy Gap	Outcrops on Top of Escarpment	MClebsch	N 35° 45' 53.11"	W 84° 48' 08.99"	1:16:40 PM	8/30/2018	1580 ft	9° N
30	IMG_4791.JPG	Roddy Gap	Blueberry Understory High on the Escarpment	MClebsch	N 35° 45' 52.90"	W 84° 48' 09.27"	1:17:26 PM	8/30/2018	1582 ft	277° W
31	IMG_3749.JPG	Roddy Gap	Outcrop Habitat of Woodrat	THowe	N 35° 46' 20.01"	W 84° 47' 54.19"	10:41:17 AM	8/30/2018	1482 ft	41° NE
32	IMG_4741.JPG	Roddy Gap	Allegheny Woodrat Nest	MClebsch	N 35° 46' 19.65"	W 84° 47' 54.90"	10:42:57 AM	8/30/2018	1513 ft	118° ESE
33	IMG_4758.JPG	Roddy Gap	Little Laurel Branch Drainage	MClebsch	N 35° 46' 14.25"	W 84° 48' 05.48"	11:13:11 AM	8/30/2018	1377 ft	22° NNE
34	IMG_4752.JPG	Roddy Gap	Cardinal Flower Among Herbs by Creek	MClebsch	N 35° 46' 13.29"	W 84° 48' 05.61"	11:08:17 AM	8/30/2018	1389 ft	312° NW
35	IMG_4745.JPG	Roddy Gap	Cinnamon Fern Wetland	MClebsch	N 35° 46' 12.33"	W 84° 48' 05.50"	11:03:41 AM	8/30/2018	1447 ft	343° NNW
36	IMG_4469.JPG	Roddy Gap	Fern-laden Slope Above Drainage	MClebsch	N 35° 46' 11.27"	W 84° 48' 06.05"	9:29:59 AM	8/16/2018	1399 ft	312° NW
37	IMG_3753.JPG	Roddy Gap	Road Ascending From Drainage	THowe	N 35° 46' 11.01"	W 84° 48' 07.48"	11:09:59 AM	8/30/2018	1367 ft	243° WSW
38	IMG_4493.JPG	Roddy Gap	Brush Piles	SSanders	N 35° 46' 38.36"	W 84° 47' 53.25"	11:28:15 AM	8/30/2018	1487 ft	291° WNW
39	IMG_3757.JPG	Roddy Gap	Regeneration at Property's North End	THowe	N 35° 46' 56.96"	W 84° 47' 37.90"	11:45:02 AM	8/30/2018	1408 ft	94° E
40	IMG_3759.JPG	Roddy Gap	Woods Where Creek Exits Property	THowe	N 35° 47' 02.69"	W 84° 47' 36.09"	11:46:44 AM	8/30/2018	1436 ft	221° SW
41	IMG_3760.JPG	Roddy Gap	Boundary Woods Near Pine Plantation	THowe	N 35° 47' 25.77"	W 84° 47' 29.28"	11:52:21 AM	8/30/2018	1382 ft	71° ENE
42	IMG_3761.JPG	Roddy Gap	Drainage Under Road Culvert	THowe	N 35° 47' 26.48"	W 84° 47' 27.46"	11:53:13 AM	8/30/2018	1351 ft	163° SSE
43	IMG_3762.JPG	Roddy Gap	Road Through Loblolly Pines	THowe	N 35° 47' 28.34"	W 84° 47' 24.58"	11:54:45 AM	8/30/2018	1369 ft	36° NE
44	IMG_4778.JPG	Roddy Gap	Cliffbank Branch	MClebsch	N 35° 47' 37.20"	W 84° 47' 10.82"	12:33:13 PM	8/30/2018	1627 ft	179° S
45	IMG_4779.JPG	Roddy Gap	Pipes	MClebsch	N 35° 47' 34.76"	W 84° 47' 10.00"	12:33:56 PM	8/30/2018	1353 ft	157° SSE
46	IMG_4782.JPG	Roddy Gap	Vegetation Above Cliffbank Branch	MClebsch	N 35° 47' 33.51"	W 84° 47' 10.16"	12:37:51 PM	8/30/2018	1328 ft	169° S
47	IMG_3764.JPG	Roddy Gap	Small Barren Area on Trail	THowe	N 35° 47' 43.44"	W 84° 47' 01.40"	12:14:04 PM	8/30/2018	1321 ft	212° SSW
48	IMG_3766.JPG	Roddy Gap	North boundary Looking West	THowe	N 35° 47' 50.82"	W 84° 46' 52.88"	12:19:32 PM	8/30/2018	1407 ft	303° WNW
49	IMG_3765.JPG	Roddy Gap	North Boundary Looking East	THowe	N 35° 47' 50.65"	W 84° 46' 52.97"	12:19:13 PM	8/30/2018	1417 ft	144° SE
50	IMG_3767.JPG	Roddy Gap	Deciduous Wooded Slope East of Pines	THowe	N 35° 47' 48.90"	W 84° 46' 49.07"	12:22:44 PM	8/30/2018	1464 ft	143° SE
51	IMG_3779.JPG	Roddy Gap	View of Scenic Ridge from TN Hwy 27	THowe	N 35° 44' 28.96"	W 84° 48' 01.36"	1:54:59 PM	8/30/2018	849 ft	5° N

PHOTOGRAPHS

Roddy Gap IMG_4457SL.JPG SSanders
01 North Entrance on West Side



W 84° 48' 56.51" 1607 ft 8/30/2018
N 35° 45' 37.39" 81° E 10:44:53 AM

Roddy Gap IMG_4460.JPG SSanders
02 Intermittent Creek Feeding Little Laurel Branch



W 84° 48' 52.58" 1576 ft 8/30/2018
N 35° 45' 39.04" 240° WSW 10:49:37 AM

Roddy Gap IMG_4499.JPG SSanders
03 Allegheny-Cumberland Dry Oak Forest and Woodland



W 84° 48' 50.77" 1538 ft 8/30/2018
N 35° 45' 25.86" 301° WNW 12:19:45 PM

Roddy Gap IMG_3734.JPG THowe
04 Road Bank Herb Regeneration



W 84° 48' 49.45" 1551 ft 8/30/2018
N 35° 45' 26.28" 139° SE 9:03:18 AM

Roddy Gap
05

IMG_3733.JPG
Field to Mesic Woods Interface

THowe



W 84° 48' 49.48" 1552 ft 8/30/2018
N 35° 45' 26.33" 303° WNW 9:03:11 AM

Roddy Gap
06

IMG_4501.JPG
River Cane in Upper Reaches of Drainage

SSanders



W 84° 48' 50.61" 1502 ft 8/30/2018
N 35° 45' 28.78" 357° N 12:54:32 PM

Roddy Gap IMG_4502.JPG SSanders
07 View From Appalachian Hemlock Hardwood Forest



W 84° 48' 48.74" 1605 ft 8/30/2018
N 35° 45' 29.61" 106° ESE 1:00:06 PM

Roddy Gap IMG_4506.JPG SSanders
08 Headwaters of Little Laurel Branch



W 84° 48' 48.16" 1494 ft 8/30/2018
N 35° 45' 31.39" 16° NNE 1:05:38 PM

Roddy Gap
09

IMG_3735.JPG
Logging Road South of Little Laurel Branch

THowe



W 84° 48' 26.02"
N 35° 45' 44.33"

1518 ft
20° NNE

8/30/2018
9:16:56 AM

Roddy Gap
10

IMG_3737.JPG
Log Landing

THowe



W 84° 48' 21.93"
N 35° 45' 47.82"

1466 ft
340° NNW

8/30/2018
9:19:24 AM

Roddy Gap
11

IMG_3743.JPG
Road Out of Log Landing

THowe



W 84° 48' 20.83"
N 35° 45' 49.19"

1529 ft
34° NE

8/30/2018
10:08:32 AM

Roddy Gap
12

IMG_4731.JPG
Mature Chestnut Oak on Escarpment

MClebsch



W 84° 48' 19.35"
N 35° 45' 46.90"

1399 ft
263° W

8/30/2018
9:49:41 AM

Roddy Gap
13

IMG_3739.JPG
Dry Rock Outcrop on Top of Escarpment

THowe



W 84° 48' 17.86"
N 35° 45' 46.43"

1517 ft
132° SE

8/30/2018
9:25:09 AM

Roddy Gap
14

IMG_3740.JPG
Steep Oak Woods on Escarpment Slope

THowe



W 84° 48' 16.46"
N 35° 45' 46.07"

1524 ft
138° SE

8/30/2018
9:29:22 AM

Roddy Gap
15

IMG_3742.JPG
Animal Trail on Escarpment Slope

THowe



W 84° 48' 17.56"
N 35° 45' 43.52"

1515 ft
277° W

8/30/2018
9:56:01 AM

Roddy Gap
16

IMG_3741.JPG
Typical Outcrop Near Top of Escarpment

THowe



W 84° 48' 15.34"
N 35° 45' 41.47"

1302 ft
62° ENE

8/30/2018
9:46:48 AM

Roddy Gap
17 IMG_3744.JPG THowe
 Little Laurel Branch Woodland From Above



W 84° 48' 17.34" 1590 ft 8/30/2018
N 35° 45' 48.89" 307° NW 10:15:13 AM

Roddy Gap 114721.jpg MMoore
18 South-Central Interior Mesophytic Forest



W 84° 48' 22.38" 1329 ft 8/30/2018
N 35° 45' 53.37" 9:47:15 AM

Roddy Gap
19

IMG_4442.JPG
Trail Leading Out of Drainage

SSanders



W 84° 48' 24.68"
N 35° 45' 52.12"

1422 ft
204° SSW

8/30/2018
10:01:32 AM

Roddy Gap
20

IMG_4449.JPG
Transition - Open Area to Mesic Forest

SSanders



W 84° 48' 23.16"
N 35° 45' 54.51"

767 ft
131° SE

8/30/2018
10:13:05 AM

Roddy Gap
21

IMG_4436.JPG
Mature Trees at Top of Drainage

SSanders



W 84° 48' 24.26"
N 35° 45' 54.16"

1405 ft
325° NW

8/30/2018
9:51:48 AM

Roddy Gap
22

IMG_4475.JPG
Open Cutover Area

SSanders



W 84° 48' 30.75"
N 35° 45' 53.54"

1524 ft
347° NNW

8/30/2018
11:07:43 AM

Roddy Gap
23

125048.jpg
Typical Mossy Microhabitat

MMoore



W 84° 48' 28.90"
N 35° 45' 55.71"

0 ft

8/30/2018
10:50:39 AM

Roddy Gap
24

131734.jpg
Scrub Regeneration of Logged Area

MMoore



W 84° 48' 18.90"
N 35° 46' 06.49"

1425 ft

8/30/2018
11:17:32 AM

Roddy Gap
25

IMG_4457.JPG
Logging Road

MClebsch



W 84° 48' 08.11"
N 35° 45' 58.94"

1564 ft
28° NNE

8/16/2018
8:57:54 AM

Roddy Gap
26

IMG_3778.JPG
Campsite on Escarpment

THowe



W 84° 48' 09.02"
N 35° 45' 54.70"

1587 ft
84° E

8/30/2018
1:18:19 PM

Roddy Gap
27

IMG_3775.JPG
View From Escarpment Bluffs

THowe



W 84° 48' 08.17"
N 35° 45' 54.99"

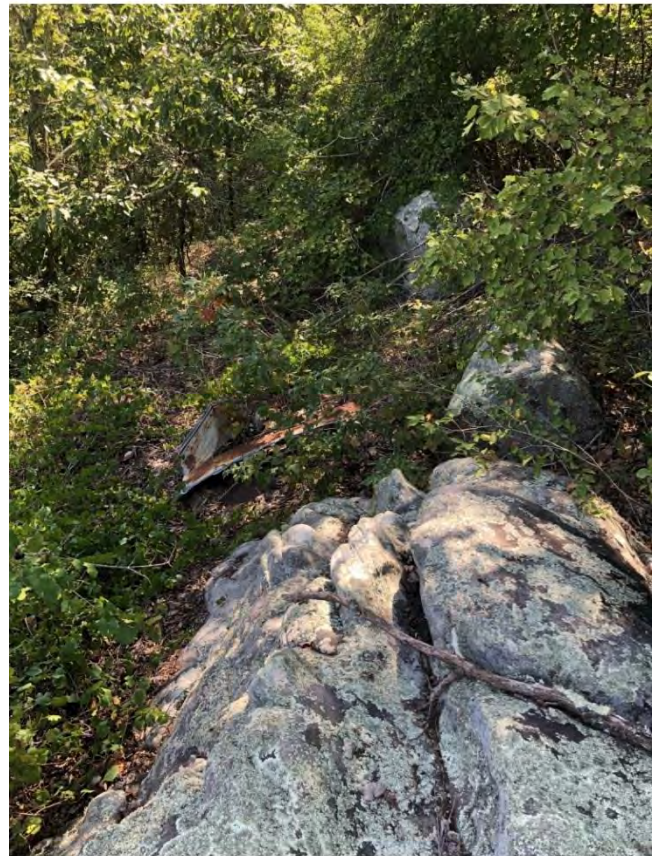
1606 ft
137° SE

8/30/2018
1:13:43 PM

Roddy Gap
28

IMG_4787.JPG
Very Occasional Trash on Escarpment

MClebsch



W 84° 48' 08.20"
N 35° 45' 54.49"

1597 ft
202° SSW

8/30/2018
1:14:00 PM

Roddy Gap
29

IMG_4788.JPG
Outcrops on Top of Escarpment

MClebsch



W 84° 48' 08.99"
N 35° 45' 53.11"

1580 ft
9° N

8/30/2018
1:16:40 PM

Roddy Gap
30

IMG_4791.JPG
Blueberry Understory High on the Escarpment

MClebsch



W 84° 48' 09.27"
N 35° 45' 52.90"

1582 ft
277° W

8/30/2018
1:17:26 PM

Roddy Gap
31

IMG_3749.JPG
Outcrop Habitat of Woodrat

THowe



W 84° 47' 54.19"
N 35° 46' 20.01"

1482 ft
41° NE

8/30/2018
10:41:17 AM

Roddy Gap
32

IMG_4741.JPG
Allegheny Woodrat Nest

MClebsch



W 84° 47' 54.90"
N 35° 46' 19.65"

1513 ft
118° ESE

8/30/2018
10:42:57 AM

Roddy Gap
33

IMG_4758.JPG
Little Laurel Branch Drainage

MClebsch



W 84° 48' 05.48"
N 35° 46' 14.25"

1377 ft
22° NNE

8/30/2018
11:13:11 AM

Roddy Gap
34

IMG_4752.JPG
Cardinal Flower Among Herbs by Creek

MClebsch



W 84° 48' 05.61"
N 35° 46' 13.29"

1389 ft
312° NW

8/30/2018
11:08:17 AM

Roddy Gap
35

IMG_4745.JPG
Cinnamon Fern Wetland

MClebsch



W 84° 48' 05.50"
N 35° 46' 12.33"

1447 ft
343° NNW

8/30/2018
11:03:41 AM

Roddy Gap
36

IMG_4469.JPG
Fern-laden Slope Above Drainage

MClebsch



W 84° 48' 06.05"
N 35° 46' 11.27"

1399 ft
312° NW

8/16/2018
9:29:59 AM

Roddy Gap
37

IMG_3753.JPG
Road Ascending From Drainage

THowe



W 84° 48' 07.48"
N 35° 46' 11.01"

1367 ft
243° WSW

8/30/2018
11:09:59 AM

Roddy Gap
38

IMG_4493.JPG
Brush Piles

SSanders



W 84° 47' 53.25"
N 35° 46' 38.36"

1487 ft
291° WNW

8/30/2018
11:28:15 AM

Roddy Gap
39

IMG_3757.JPG
Regeneration at Property's North End

THowe



W 84° 47' 37.90"
N 35° 46' 56.96"

1408 ft
94° E

8/30/2018
11:45:02 AM

Roddy Gap
40

IMG_3759.JPG
Woods Where Creek Exits Property

THowe



W 84° 47' 36.09"
N 35° 47' 02.69"

1436 ft
221° SW

8/30/2018
11:46:44 AM

Roddy Gap
41

IMG_3760.JPG
Boundary Woods Near Pine Plantation

THowe



W 84° 47' 29.28"
N 35° 47' 25.77"

1382 ft
71° ENE

8/30/2018
11:52:21 AM

Roddy Gap
42

IMG_3761.JPG
Drainage Under Road Culvert

THowe



W 84° 47' 27.46"
N 35° 47' 26.48"

1351 ft
163° SSE

8/30/2018
11:53:13 AM

Roddy Gap
43

IMG_3762.JPG
Road Through Loblolly Pines

THowe



W 84° 47' 24.58"
N 35° 47' 28.34"

1369 ft
36° NE

8/30/2018
11:54:45 AM

Roddy Gap
44

IMG_4778.JPG
Cliffbank Branch

MClebsch



W 84° 47' 10.82"
N 35° 47' 37.20"

1627 ft
179° S

8/30/2018
12:33:13 PM

Roddy Gap
45

IMG_4779.JPG
Pipes

MClebsch



W 84° 47' 10.00"
N 35° 47' 34.76"

1353 ft
157° SSE

8/30/2018
12:33:56 PM

Roddy Gap
46

IMG_4782.JPG
Vegetation Above Cliffbank Branch

MClebsch



W 84° 47' 10.16"
N 35° 47' 33.51"

1328 ft
169° S

8/30/2018
12:37:51 PM

Roddy Gap
47

IMG_3764.JPG
Small Barren Area on Trail

THowe



W 84° 47' 01.40"
N 35° 47' 43.44"

1321 ft
212° SSW

8/30/2018
12:14:04 PM

Roddy Gap
48

IMG_3766.JPG
North boundary Looking West

THowe



W 84° 46' 52.88"
N 35° 47' 50.82"

1407 ft
303° WNW

8/30/2018
12:19:32 PM

Roddy Gap
49

IMG_3765.JPG
North Boundary Looking East

THowe



W 84° 46' 52.97" 1417 ft 8/30/2018
N 35° 47' 50.65" 144° SE 12:19:13 PM

Roddy Gap
50

IMG_3767.JPG
Deciduous Wooded Slope East of Pines

THowe



W 84° 46' 49.07" 1464 ft 8/30/2018
N 35° 47' 48.90" 143° SE 12:22:44 PM

Roddy Gap
51

IMG_3779.JPG
View of Scenic Ridge from TN Hwy 27

THowe



W 84° 48' 01.36"
N 35° 44' 28.96"

849 ft
5° N

8/30/2018
1:54:59 PM

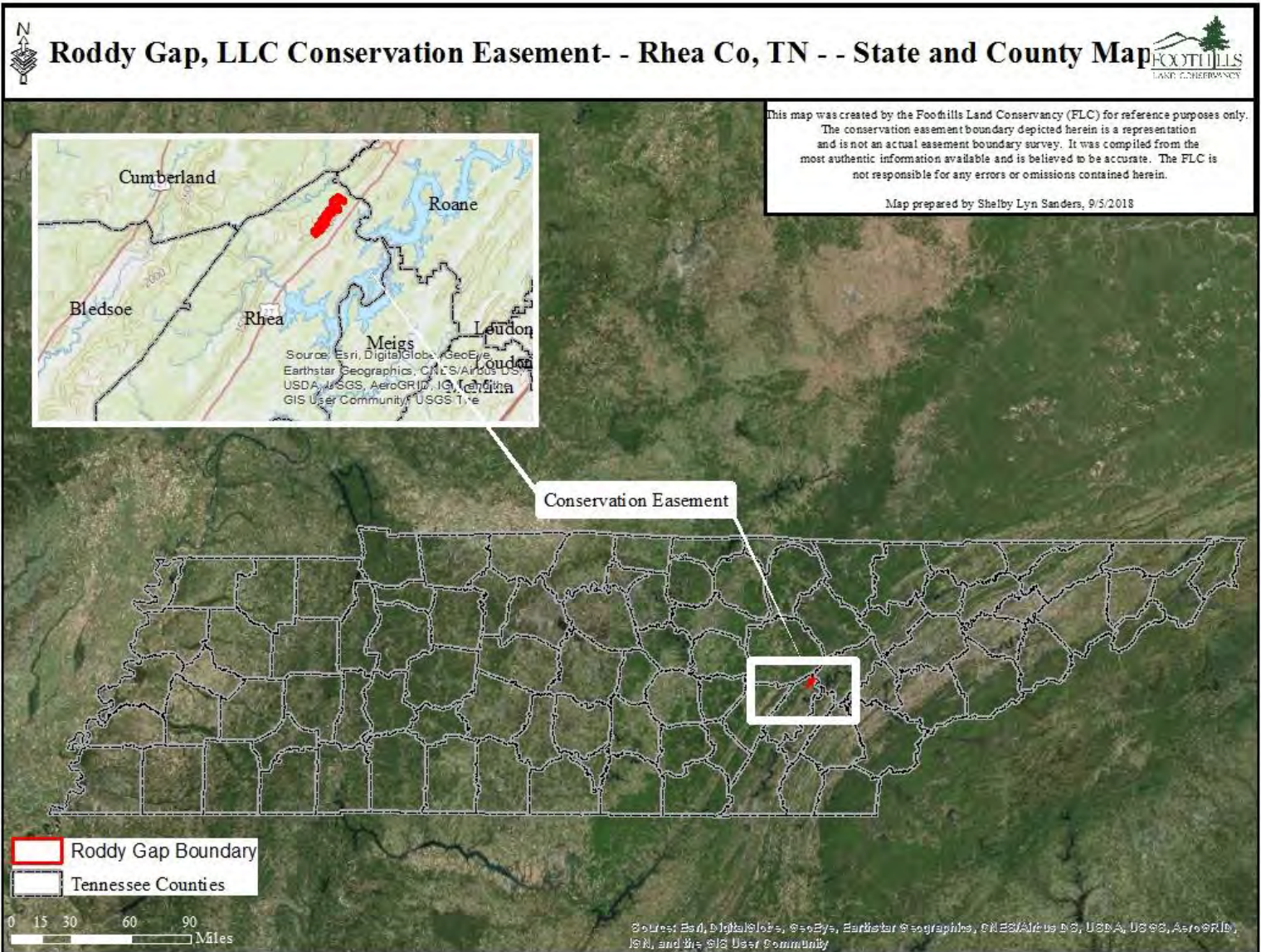
MAPS

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

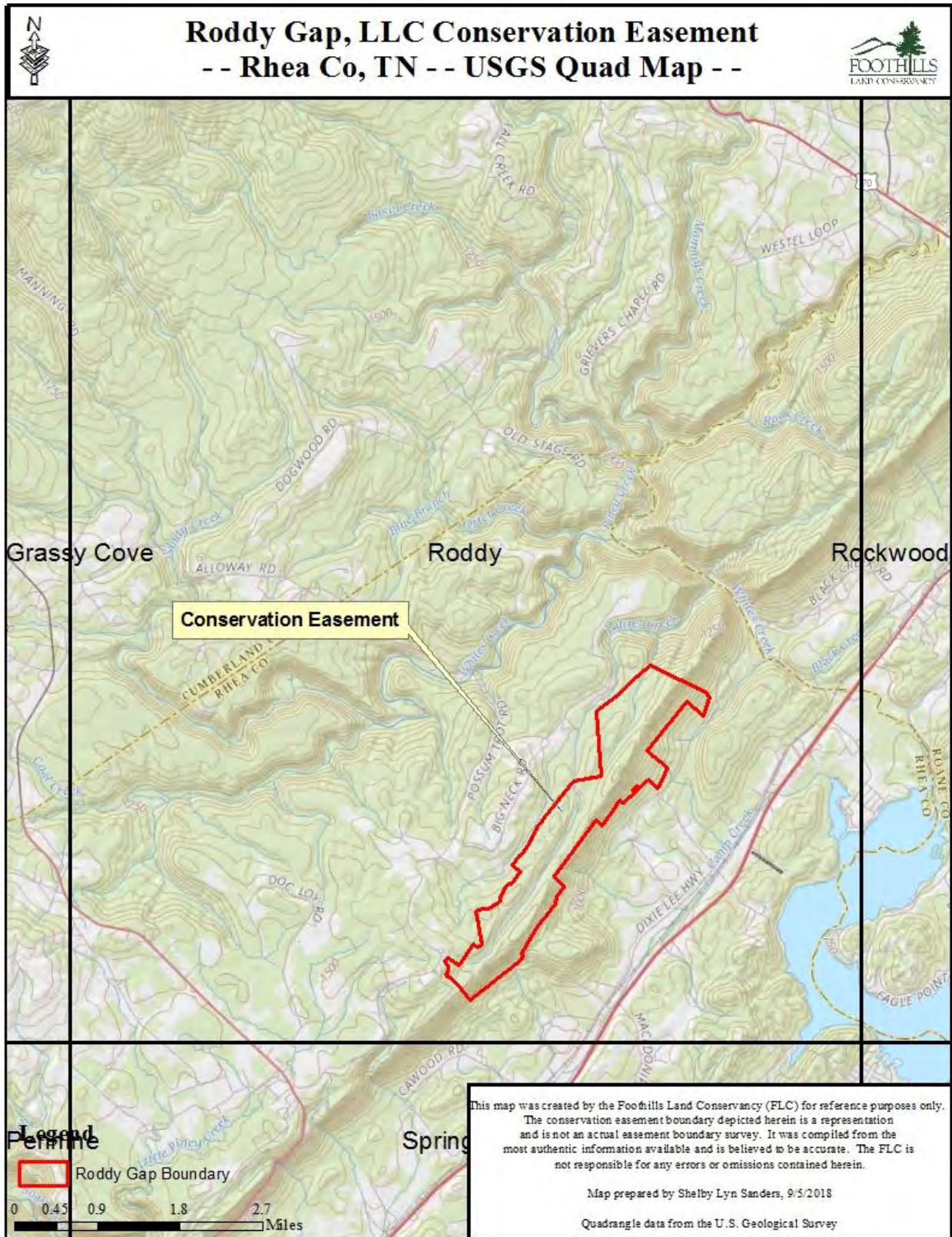
AERIAL PHOTOGRAPH WITH BOUNDARIES



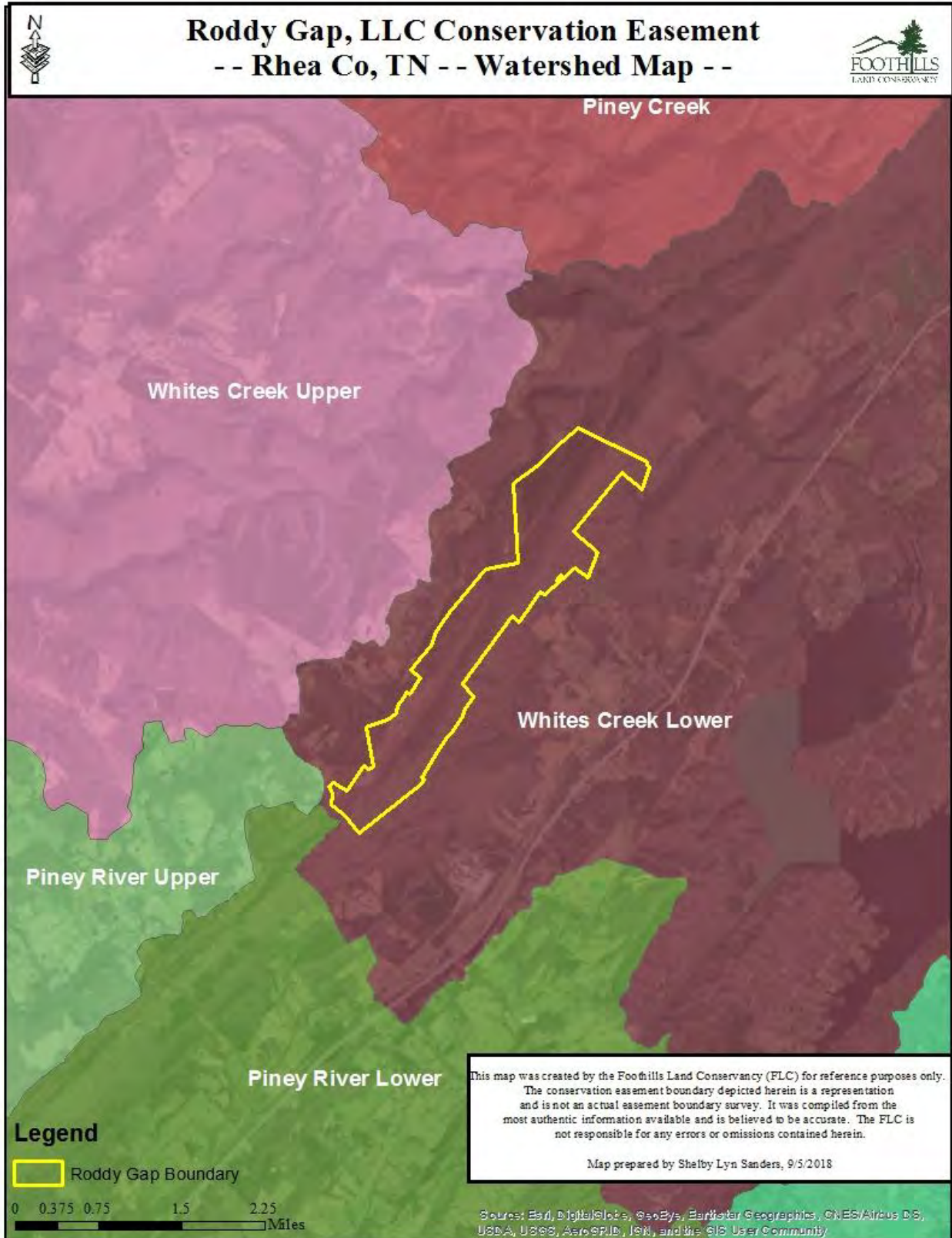
STATE AND COUNTY MAP



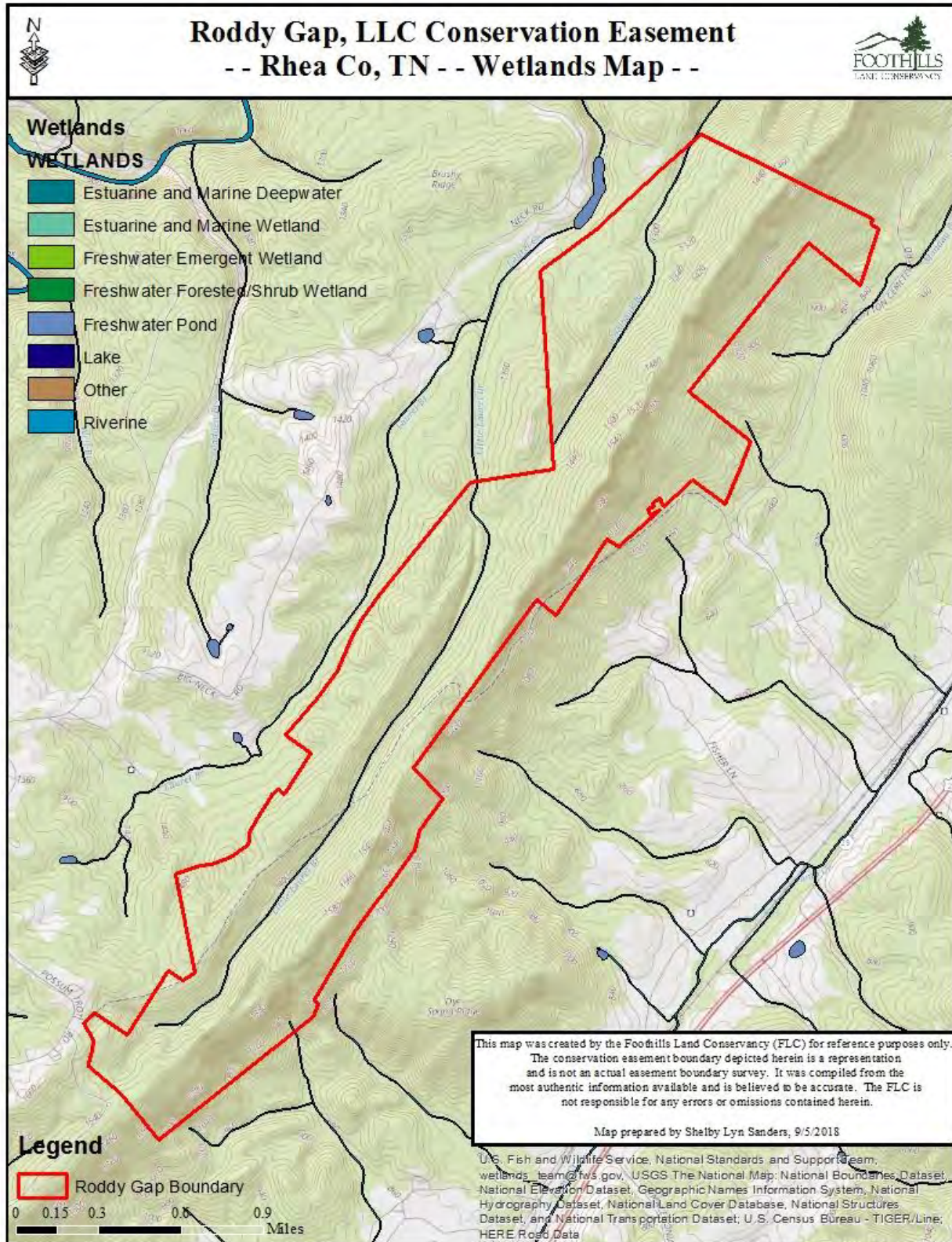
USGS QUADRANGLE MAP



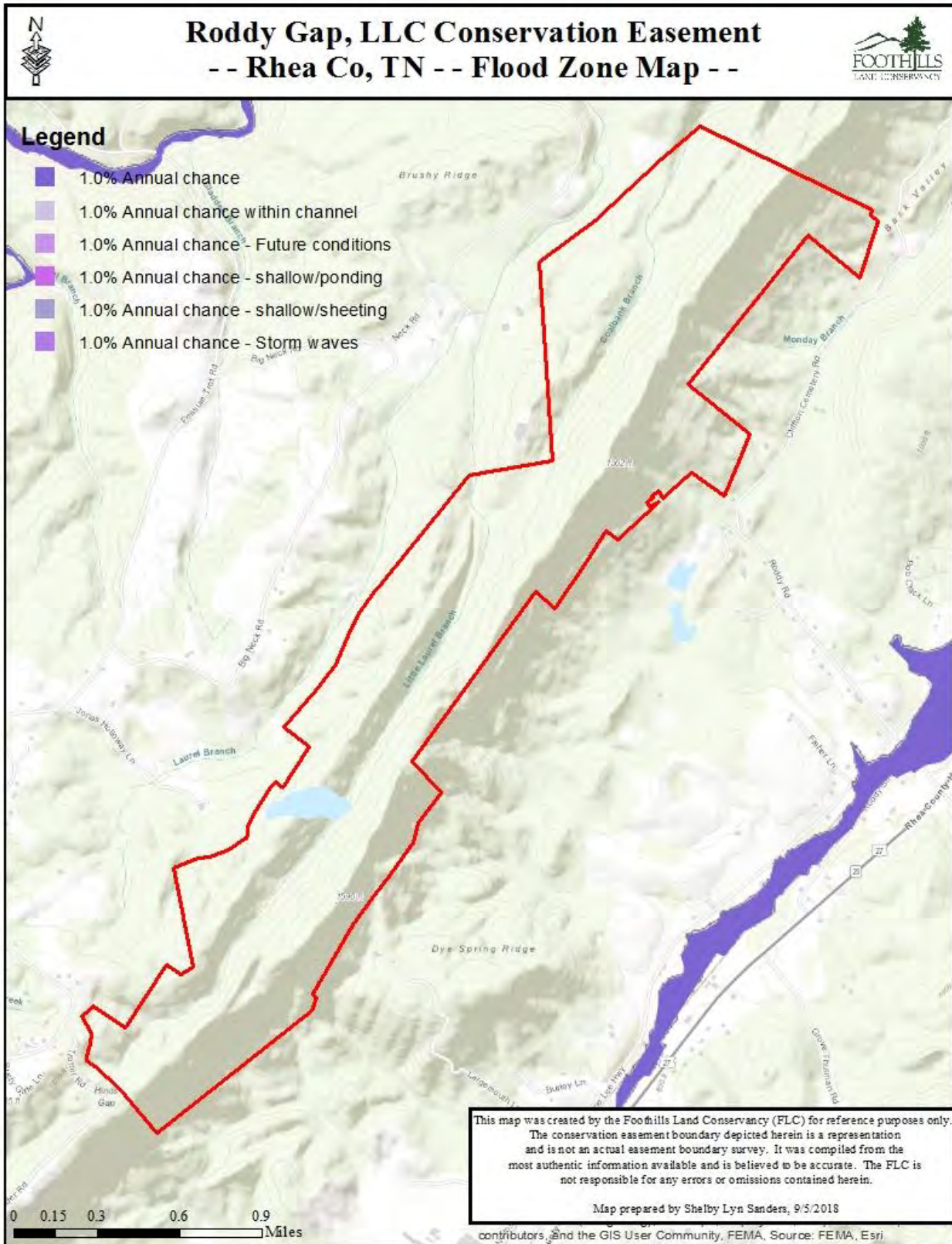
WATERSHED MAP



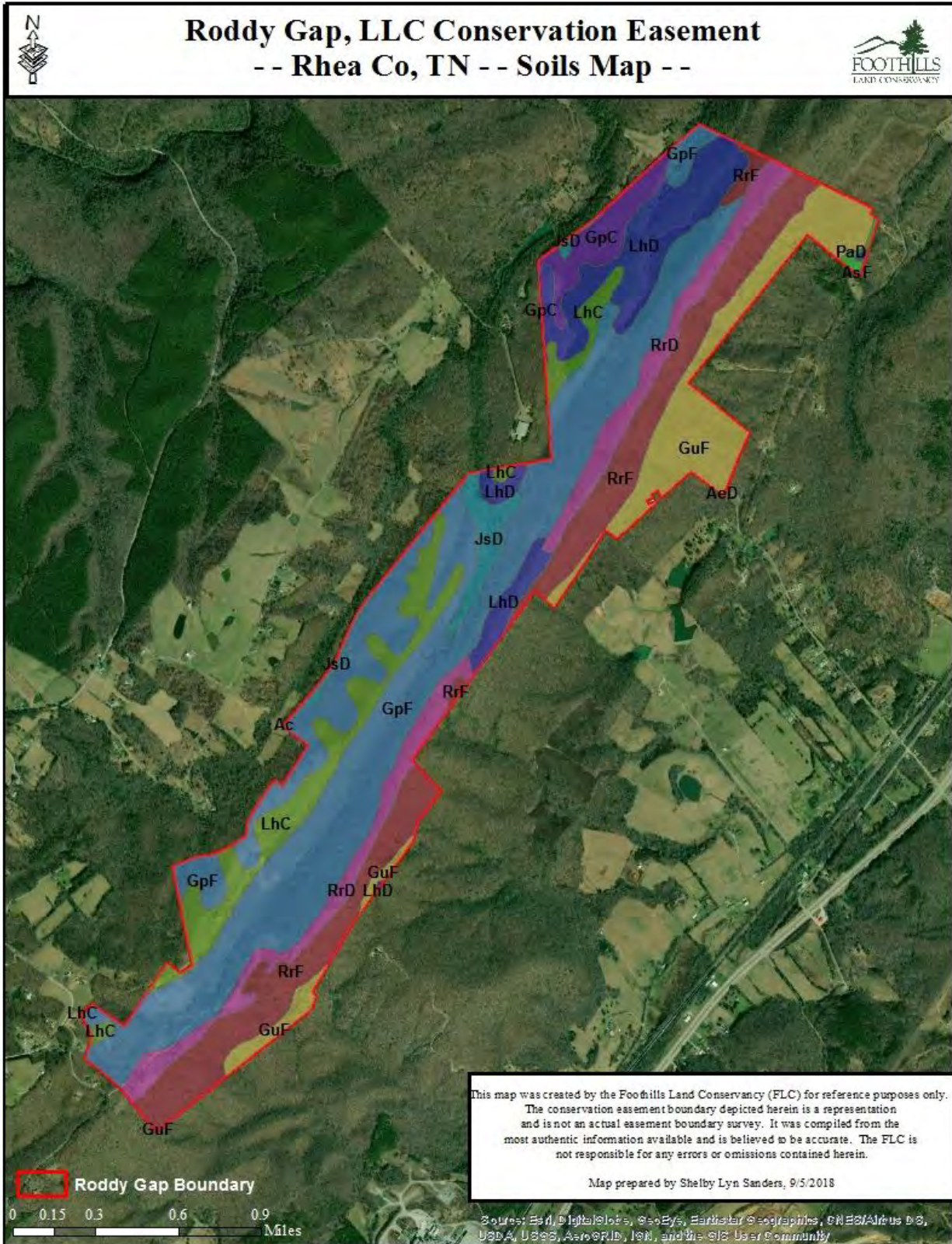
WETLANDS MAP



FLOOD MAP

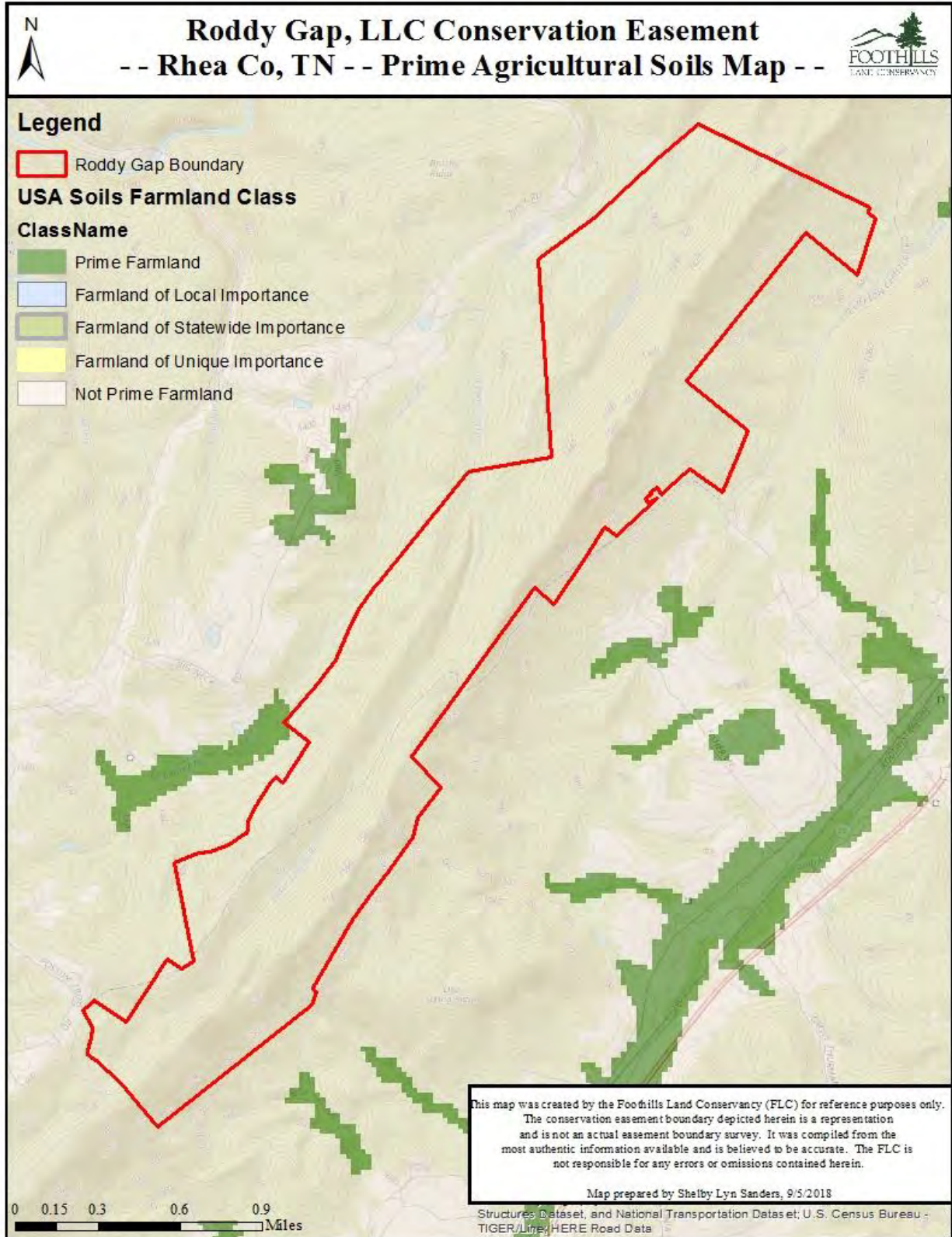


SOILS MAP WITH DESCRIPTIONS

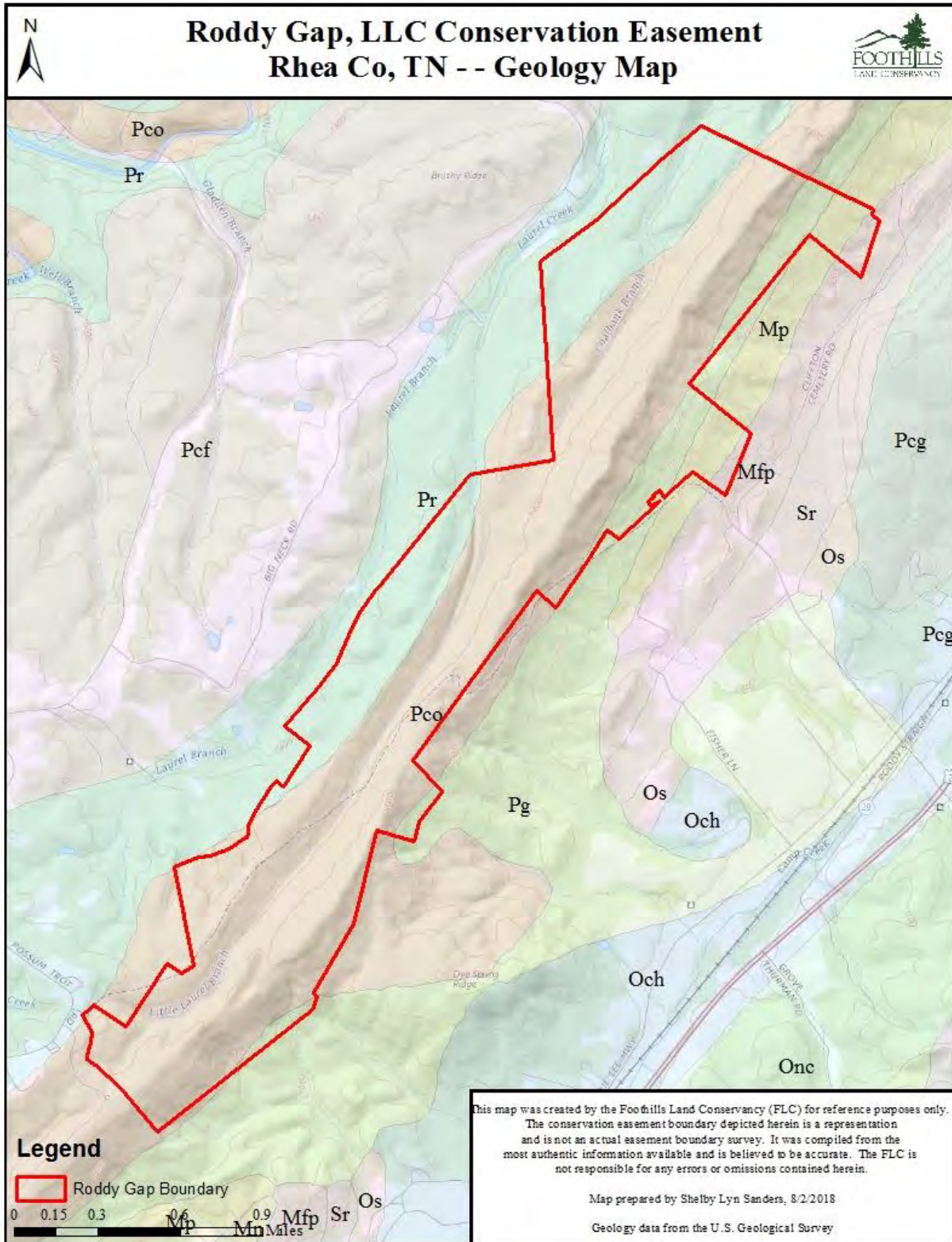


Symbol	Description	Landform	Farmland Status	% of Total Acreage
Ac	Allegheny-Cotaco complex, occasionally flooded	Flood plains, stream terraces	All areas are prime farmland	0.0
AeD	Allen loam, 12-25% slopes	Alluvial fans, hillslopes	Not prime farmland	0.0
AsF	Apison-Sunlight-Salacoa complex, 25-65% slopes	Hills	Not prime farmland	0.1
GpC	Gilpin loam, 5-12% slopes	Ridges	Not prime farmland	2.9
GpF	Gilpin loam, 20-60% slopes	Ridges	Not prime farmland	38.0
GuF	Gilpin-Bouldin-Petros complex, 25-80% slopes, very stony	Escarpmnts	Not prime farmland	10.9
JsD	Jefferson-Shelocta complex, 10-20% slopes	Ridges	Not prime farmland	2.6
LhC	Lily loam, 6-12% slopes	Interfluves	Not prime farmland	9.3
LhD	Lily loam, 12-20% slopes	Hillslopes	Not prime farmland	9.7
PaD	Pailo gravelly silt loam, 12-25% slopes	Ridges	Not prime farmland	0.3
RrD	Ramsey-Rock outcrop complex, 12-20% slopes	Hillslopes	Not prime farmland	9.5
RrF	Ramsey-Rock outcrop complex, 20-50% slopes	Hillslopes	Not prime farmland	16.8

PRIME AGRICULTURAL SOILS

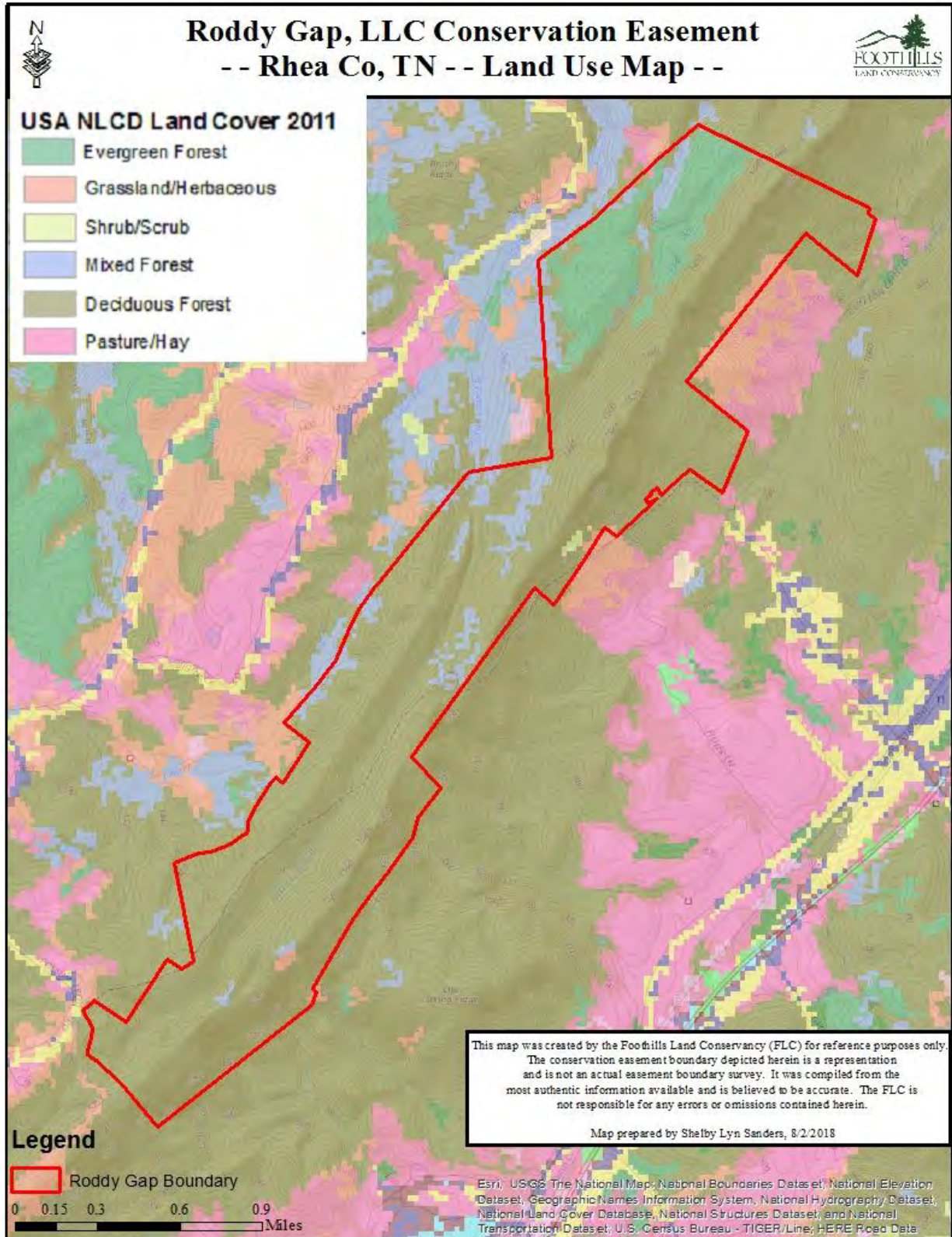


SUB-SURFACE GEOLOGY AND LEGEND

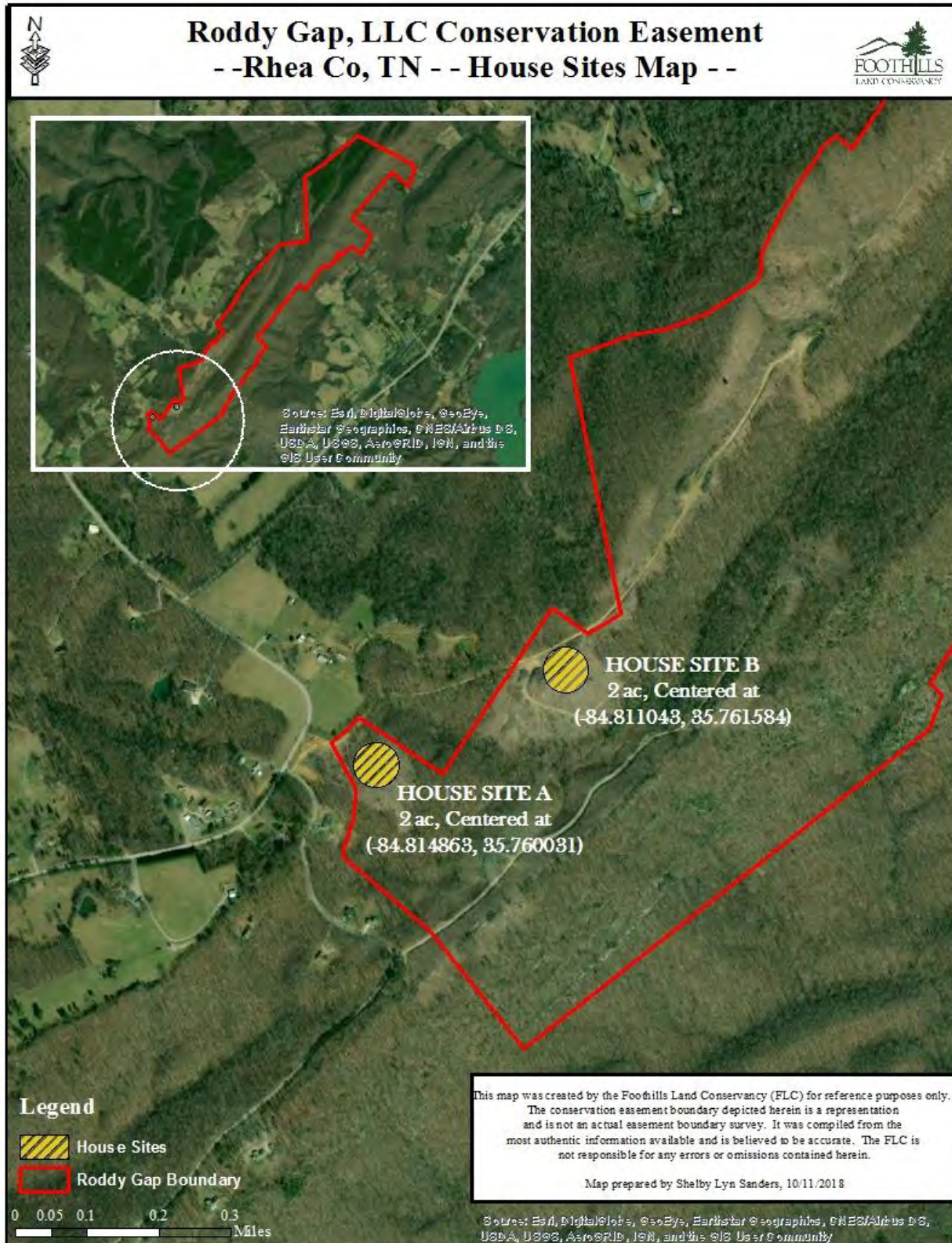


Mfp	Fort Payne Formation	<i>Bedded chert, calcareous and dolomitic, somewhat crinoidal; and minor shale. Thin green shale (Maury) at base. Average thickness about 200 feet.</i>
Mp	Pennington Formation	<i>Highly variegated clay shale, distinctive; contains siltstone and locally gray, fine-grained sandstone. Thickness 400 to 700 feet.</i>
Pco	Crab Orchard Mountains Group	<i>Only the lowest formation of the group, the Sewanee Conglomerate, is preserved in the area of this sheet. Sewanee is gray to brown, medium- to coarse-grained conglomeratic sandstone, with a thin zone of ferruginous quartz- and shale-pebble conglomerate at base. Maximum preserved thickness 35 feet.</i>
Pg	Gizzard Group including Warren Point Sandstone and Raccoon Mountain Formation	<i>Gizzard Group - Sandstone, conglomeratic sandstone, siltstone, shale, and minor coal. Thickness 100 to 200 feet. Includes Warren Point Sandstone - Gray to brown sandstone and minor conglomeratic sandstone. Thickness 60 to 160 feet; Raccoon Mountain Formation - Siltstone, sandstone, shale, and minor coal. Thickness 0 to 65 feet.</i>
Pr	Rockcastle Conglomerate	<i>Conglomeratic sandstone and sandstone, gray to brown, fine- to coarse-grained. Thin coal-bearing shale locally present near middle. Thickness 150 to 220 feet.</i>

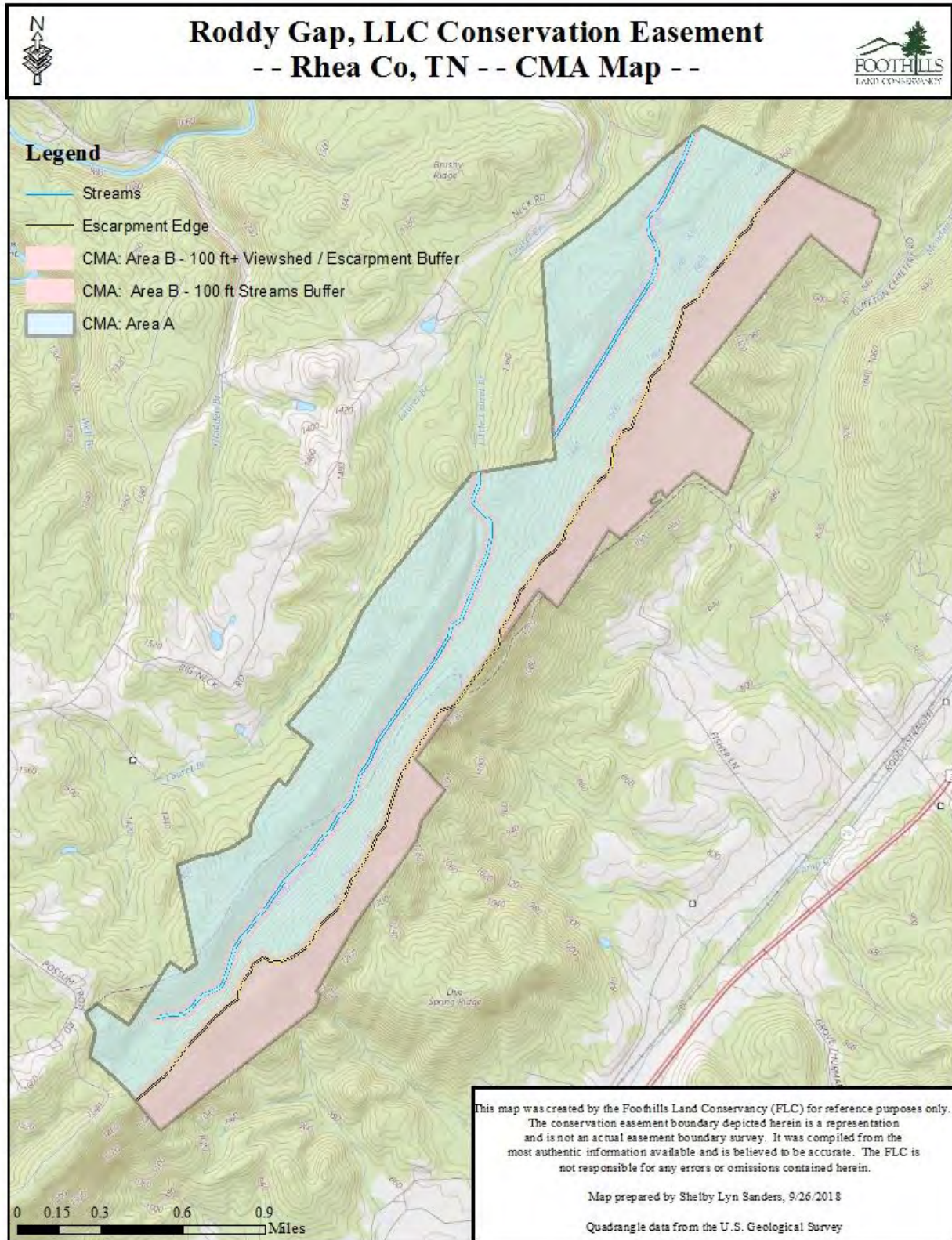
LAND USE MAP



HOUSE SITES MAP



CONSERVATION MANAGEMENT AREAS MAP



ANTHROPOGENIC FEATURES MAP

(Google Earth image with labels added)

(major roads)



PROPERTY DESCRIPTION

Parcel Maps and Property Data (See Exhibit A)

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

Rhea County parcels 007 003.01, 003 007.00, 007 018.00, 012 017.13 in blue




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

County Number: 072

County Name: RHEA

Tax Year: 2018

Property Owner and Mailing Address

Jan 1 Owner:
 HILLEARY FAMILY
 PROPERTIES I.LLC
 108 PARLIAMENT DR
 MARYVILLE, TN 37804

Current Owner:

Property Location

Address: CLIFTON CEMETERY RD

Map: 003 **Grp:** **Ctrl Map:** 003 **Parcel:** 007.00 **Pl:** **S/I:** 000

Value Information

Reappraisal Year: 2014

Land Mkt Value:	\$271,100	Land Use Value:	\$152,300
Improvement Value:	\$0	Improvement Value:	\$0
Total Market Appraisal:	\$271,100	Total Use Appraisal:	\$152,300
		Assessment %:	25
		Assessment:	\$38,075

General Information

Class:	12 - FOREST		
City #:	000	City:	
SSD1:	000	SSD2:	000
District:	01	Mkt Area:	A01
# Bldgs:	0	# Mobile Homes:	0
Utilities - Water / Sewer:	12 - NONE / NONE	Utilities - Electricity:	01 - PUBLIC
Utilities - Gas / Gas Type:	00 - NONE	Zoning:	

Subdivision Data

Subdivision: NO NAME

Plat Bk: 3 Plat Pg: 228 Block: Lot: 0023

Additional Description

Building Information

Extra Features

Sale Information

Sale Date	Price	Book	Page	Vac/Imp	Type Instrument	Qualification
12/21/2012	\$0	423	745		QC	
07/13/1979	\$0	168	472			

Land Information

				230.00				
					Land Type: 62 - WOODLAND	Soil Class: P	Units: 133.00	
Deed Acres: 230.00		Calc Acres: 0.00	Total Land Units:		2			
					Land Type: 54 - PASTURE	Soil Class: P	Units: 57.00	
					Land Type: 54 - PASTURE	Soil Class: A	Units: 40.00	

State of Tennessee  Comptroller of the Treasury
Real Estate Assessment Data

County Number: 072

County Name: RHEA

Tax Year: 2018

Property Owner and Mailing Address

Jan 1 Owner:
 HILLEARY FAMILY
 PROPERTIES II,LLC
 108 PARLIAMENT DR
 MARYVILLE, TN 37804

Current Owner:
 HILLEARY FAMILY
 PROPERTIES II,LLC
 108 PARLIAMENT DR
 MARYVILLE, TN 37804

Property Location

Address: NECK RD 664

Map: 007 **Grp:** **Ctrl Map:** 007 **Parcel:** 003.01 **PI:** **S/I:** 000

Value Information

Reappraisal Year: 2014

Land Mkt Value:	\$712,600	Land Use Value:	\$315,600
Improvement Value:	\$260,400	Improvement Value:	\$260,400
Total Market Appraisal:	\$973,000	Total Use Appraisal:	\$576,000
		Assessment %:	25
		Assessment:	\$144,000

General Information

Class:	12 - FOREST		
City #:	000	City:	
SSD1:	000	SSD2:	000
District:	01	Mkt Area:	A01
# Bldgs:	2	# Mobile Homes:	0
Utilities - Water / Sewer:	11 - INDIVIDUAL / INDIVIDUAL	Utilities - Electricity:	01 - PUBLIC
Utilities - Gas / Gas Type:	00 - NONE	Zoning:	

Subdivision Data

Subdivision:

Plat Bk: Plat Pg: Block: Lot:

Additional Description

HIGHLANDER ROAD

Building Information

Building # 1

Improvement Type:	47 - PREFAB	Stories:	1
Living/Business Sq. Ft.:	30,000		
Foundation:	02 - CONTINUOUS FOOTING	Floor System:	01 - SLAB ON GRADE
Exterior Wall:	19 - PREFIN METAL CRIMPED	Structural Frame:	02 - MASONRY PIL/STL
Roof Framing:	05 - BAR JOIST/RIGID FRAME	Roof Cover/Deck:	13 - PREFIN METAL CRIMPED
Cabinet/Millwork:	01 - MINIMUM	Floor Finish:	01 - CONCRETE FINISH
Interior Finish:	01 - UNFINISHED	Paint/Decor:	01 - MINIMUM
Heat and A/C:	0 -	Plumbing Fixtures:	0
Bath Tile:	00 - NONE	Electrical:	03 - AVERAGE
Shape:	01 - RECTANGULAR DESIGN	Quality:	00 - BELOW AVERAGE
Act Yr Built:	1994	Condition:	A - AVERAGE

Building Areas:

Area:	47	Sq Ft:	30,000
Area:	UTU	Sq Ft:	4,500
Area:	OHD	Sq Ft:	480

Building # 2

Improvement Type: 40 - WAREHOUSE **Stories:** 1

Living/Business Sq. Ft.: 8,888

Foundation: 02 - CONTINUOUS FOOTING **Floor System:** 01 - SLAB ON GRADE

Exterior Wall: 01 - CORRUGATED METAL **Structural Frame:** 05 - RIGID FRAME

Roof Framing: 05 - BAR JOIST/RIGID FRAME **Roof Cover/Deck:** 00 - CORRUGATED METAL

Cabinet/Millwork: 00 - NONE **Floor Finish:** 01 - CONCRETE FINISH

Interior Finish: 01 - UNFINISHED **Paint/Decor:** 00 - NONE

Heat and A/C: 0 - **Plumbing Fixtures:** 0

Bath Tile: 00 - NONE **Electrical:** 03 - AVERAGE

Shape: 01 - RECTANGULAR DESIGN **Quality:** 00 - BELOW AVERAGE

Act Yr Built: 1972 **Condition:** A - AVERAGE

Building Areas:

Area: 40 **Sq Ft:** 8,888

Extra Features

Bldg/Card#	Type	Description	Units
1	OPEN SHED	130X30	3,900
1	ATTACHED SHED	40X24	960
1	GARAGE UNFINISHED DETACHED	40X24	960

Sale Information

Sale Date	Price	Book	Page	Vac/Imp	Type Instrument	Qualification
12/21/2012	\$0	423	595		QC	
12/21/2012	\$0	423	591		QC	
08/14/1998	\$0	293	266			
12/09/1995	\$0	280	454			
09/24/1993	\$1,000	251	276	VACANT	WD	M
01/27/1989	\$0	216	469			
05/17/1982		269	347			
10/16/1969	\$0	92	271			

Land Information

			520.22				
			Land Type:	62 - WOODLAND 2	Soil Class:	P	Units: 509.22
Deed Acres:	0.00	Calc Acres:	0.00	Total Land Units:	Land Type:	54 - PASTURE	Soil Class: P Units: 10.00
				Land Type:	04 - IMP SITE	Soil Class:	Units: 0.50
				Land Type:	04 - IMP SITE	Soil Class:	Units: 0.50


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

County Number: 072

County Name: RHEA

Tax Year: 2018

Property Owner and Mailing Address

Jan 1 Owner:
 HILLEARY FAMILY
 PROPERTIES II, LLC
 108 PARLIAMENT DR
 MARYVILLE, TN 37804

Current Owner:

Property Location

Address: NECK RD (OFF) 664

Map: 007 **Grp:** **Ctrl Map:** 007 **Parcel:** 018.00 **Pl:** **S/I:** 000

Value Information

Reappraisal Year: 2014

Land Mkt Value:	\$97,500	Land Use Value:	\$58,800
Improvement Value:	\$0	Improvement Value:	\$0
Total Market Appraisal:	\$97,500	Total Use Appraisal:	\$58,800
		Assessment %:	25
		Assessment:	\$14,700

General Information

Class:	12 - FOREST		
City #:	000	City:	
SSD1:	000	SSD2:	000
District:	01	Mkt Area:	A01
# Bldgs:	0	# Mobile Homes:	0
Utilities - Water / Sewer:	11 - INDIVIDUAL / INDIVIDUAL	Utilities - Electricity:	01 - PUBLIC
Utilities - Gas / Gas Type:	00 - NONE	Zoning:	

Subdivision Data

Subdivision:

Plat Bk: Plat Pg: Block: Lot:

Additional Description

Building Information

Extra Features

Sale Information

Sale Date	Price	Book	Page	Vac/Imp	Type Instrument	Qualification
12/21/2012	\$0	423	735		QC	
12/09/1995	\$0	280	453			
09/15/1990	\$20,000	228	140	VACANT	AA	A
07/01/1947	\$0	74	444			

Land Information

Deed Acres: 100.00 Calc Acres: 0.00 Total Land Units: 100.00
Land Type: 62 - WOODLAND 2 Soil Class: P Units: 100.00

State of Tennessee  Comptroller of the Treasury
Real Estate Assessment Data

County Number: 072

County Name: RHEA

Tax Year: 2018

Property Owner and Mailing Address

Jan 1 Owner:

HILLEARY FAMILY
PROPERTIES I,LLC
108 PARLIAMENT DR
MARYVILLE, TN 37804

Current Owner:

HILLEARY FAMILY
PROPERTIES I,LLC
108 PARLIAMENT DR
MARYVILLE, TN 37804

Property Location

Address: DIXIE LEE HWY (OFF)

Map: 012 **Grp:** **Ctrl Map:** 012 **Parcel:** 017.13 **Pl:** **S/I:** 000

Value Information

Reappraisal Year: 2014

Land Mkt Value: \$19,200

Improvement Value: \$0

Total Market Appraisal: \$19,200

Assessment %: 25

Assessment: \$4,800

General Information

Class:	00 - RESIDENTIAL		
City #:	000	City:	
SSD1:	000	SSD2:	000
District:	01	Mkt Area:	A02
# Bldgs:	0	# Mobile Homes:	0
Utilities - Water / Sewer:	11 - INDIVIDUAL / INDIVIDUAL	Utilities - Electricity:	01 - PUBLIC
Utilities - Gas / Gas Type:	00 - NONE	Zoning:	

Subdivision Data

Subdivision:

Plat Bk:	Plat Pg:	Block:	Lot:
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Additional Description

WALDENS RIDGE

Building Information

Extra Features

Sale Information

Sale Date	Price	Book	Page	Vac/Imp	Type Instrument	Qualification
12/21/2012	\$0	423	610		QC	
12/09/1995	\$0	280	451			
04/30/1986	\$0	199	644			

Land Information

Deed Acres: 0.00 **Calc Acres:** 0.00 **Total Land Units:** 9.70
Land Type: 03 - SMALL TRACT **Soil Class:** **Units:** 9.70

DIRECTIONS TO PROPERTY WITH MAPS

Entry Coordinates: 35.759906, -84.816645 & 35.756943, -84.814436

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
3.4 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 US-27 S/S Roane St in Harriman. Take exit 347 from I-40 W

37 min (40.6 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
7.8 mi
12. Keep right at the fork to continue on I-40 W, follow signs for Nashville
20.2 mi
13. Take exit 347 for US-27 toward Harriman/Rockwood
0.2 mi

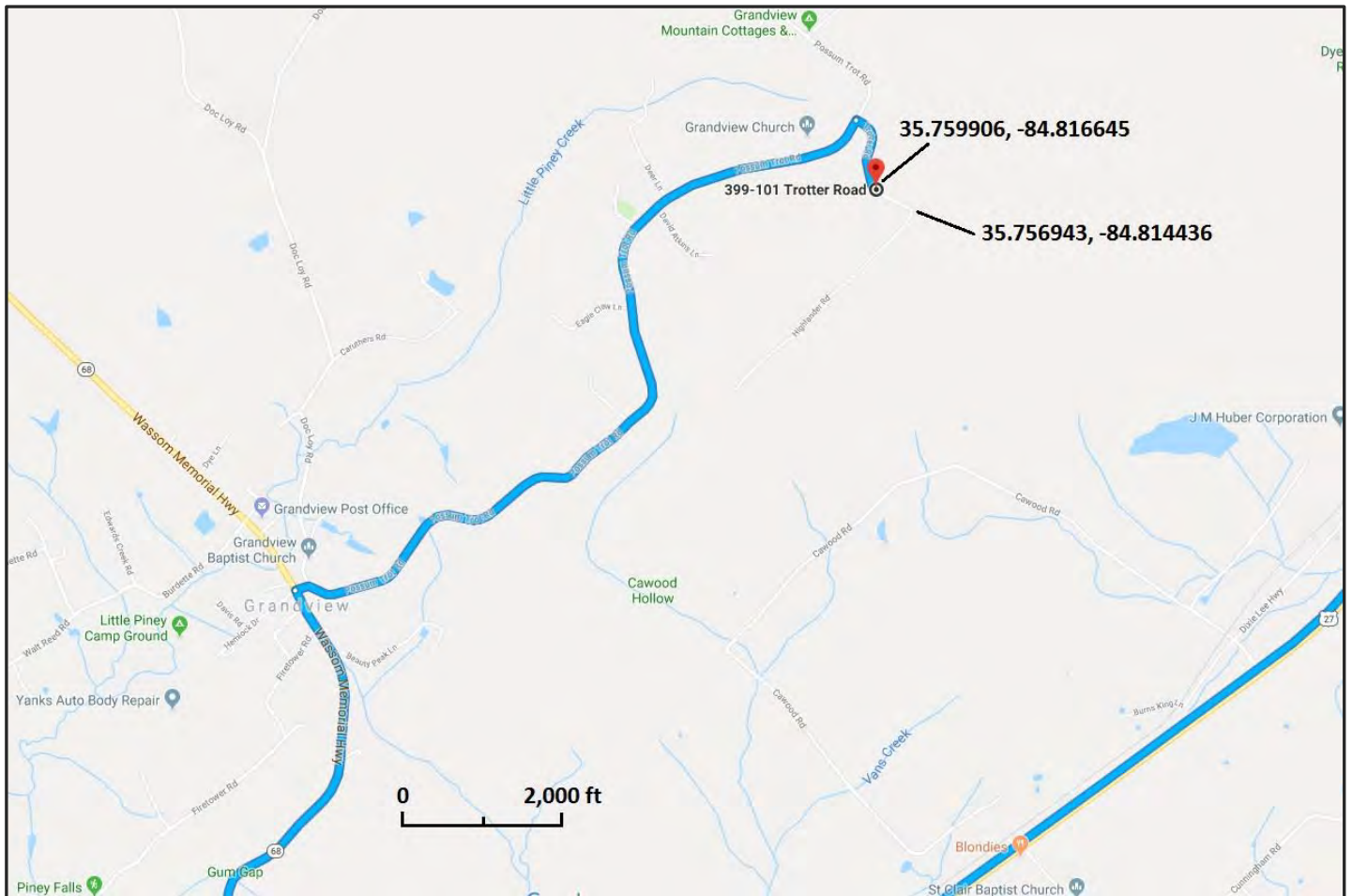
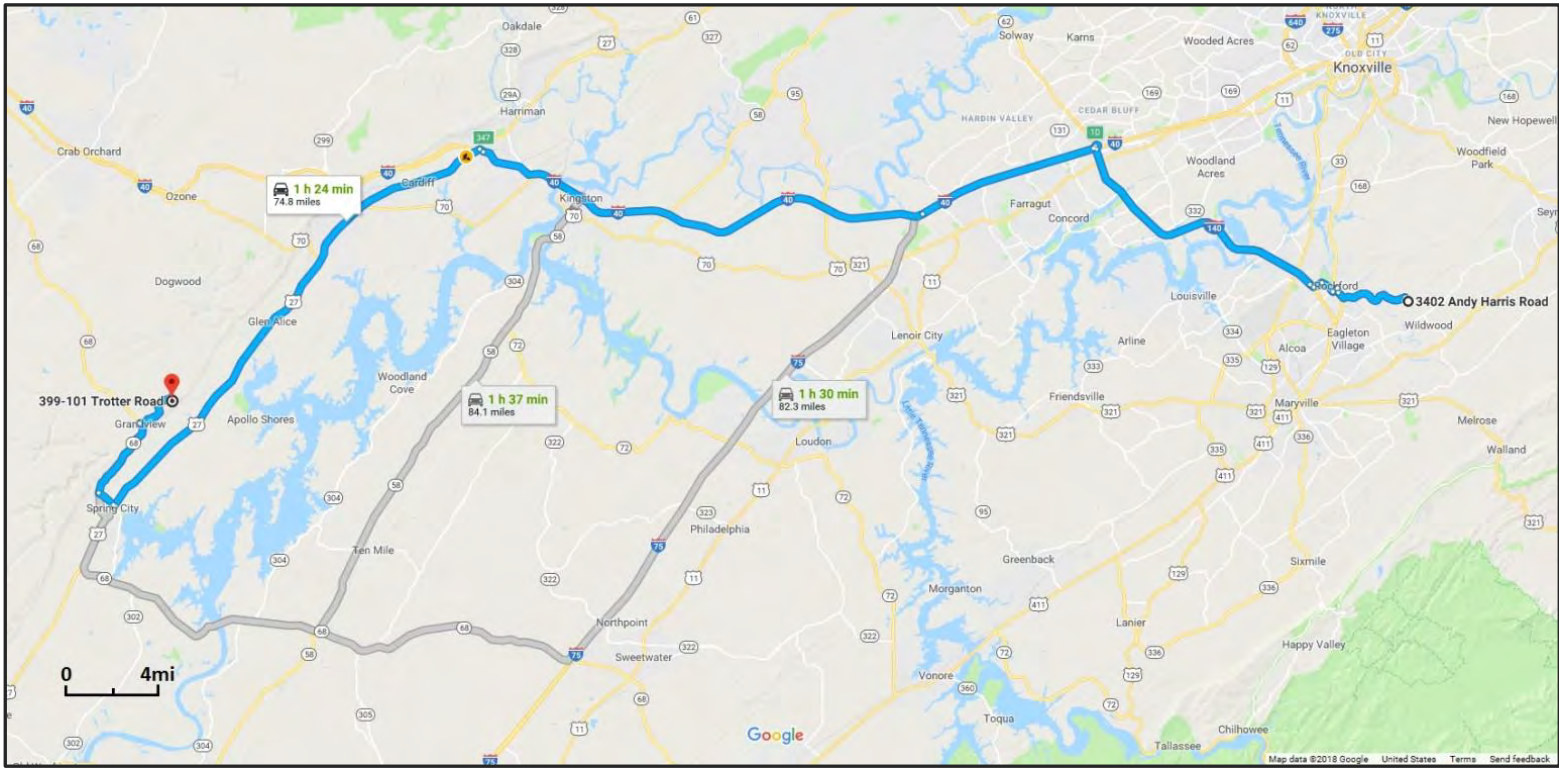
Continue on US-27 S. Drive to Possum Trot Rd in Grandview

38 min (28.8 mi)

14. Turn left onto US-27 S/S Roane St
Continue to follow US-27 S
Pass by Hardee's (on the left in 6.2 mi)
22.2 mi
15. Turn right onto E Jackson Ave
262 ft
16. Turn left onto Front St
95 ft
17. Turn right onto W Jackson Ave
0.8 mi
18. Turn right onto TN-68 N
3.7 mi
19. Turn right onto Possum Trot Rd
2.1 mi

2179 Possum Trot Rd

Grandview, TN 37337



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[=35.76546&level=14&baseMap=topo&themes=Custom&title=&drawingID=0&layers=96397902695a41659e8da9fb9084c415-0-1!a5ce62bb501b4ad4ab06b47325063a5d-0-1](http://www.landscape.org/map/#minLong=84.88267&maxLong=84.78525&minLat=35.72262&maxLat=35.76546&level=14&baseMap=topo&themes=Custom&title=&drawingID=0&layers=96397902695a41659e8da9fb9084c415-0-1!a5ce62bb501b4ad4ab06b47325063a5d-0-1) (accessed 9-26-18)

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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

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.

Meredith supervised the development of the document and contributed field observation and photographs.

Matthew Moore

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.

Matthew performed field work, provided photographs and reviewed the document.

Shelby Lyn Sanders

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.

Shelby created maps in the maps section, provided photographs, performed field work and document review.

EXHIBITS

(Electronic versions saved as independent files)

A. Conservation Easement

BDR EXHIBIT A
CONSERVATION EASEMENT

Tennessee Property Assessment Data - Parcel Details Report - <https://assessment.cot.tn.gov/>

Rhea (072)	Jan 1 Owner	Current Owner	POSSUM TROT RD		
Tax Year 2023 Reappraisal 2019	RODDY GAP LLC	145 JOHN DAVENPORT DRIVE	Ctrl Map:	Group:	Parcel:
	145 JOHN DAVENPORT DRIVE	ROME GA 30165-2844	007		003.06
	ROME GA 30165-2844			Pl:	Sl:
					000

Value Information

Land Market Value:	\$758,200	Land Use Value:	\$363,300
Improvement Value:	\$0	Improvement Value:	\$0
Total Market Appraisal:	\$758,200	Total Use Appraisal:	\$363,300
		Assessment Percentage:	25%
		Assessment:	\$90,825

Additional Information

CONSERVATION EASEMENT (620.46AC) TO Foothills Land Conservancy

General Information

Class: 12 - Forest	City:
City #:	Special Service District 2: 000
Special Service District 1: 000	Neighborhood: A01
District: 01	Number of Mobile Homes:
Number of Buildings: 0	Utilities - Electricity: 01 - PUBLIC
Utilities - Water/Sewer: 11 - INDIVIDUAL / INDIVIDUAL	Zoning:
Utilities - Gas/Gas Type: 00 - NONE	

Outbuildings & Yard Items

Building #	Type	Description	Units
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Sale Information

Sale Date	Price	Book	Page	Vacant/Improved	Type Instrument	Qualification
7/2/2018	\$0	467	548		QC - QUITCLAIM DEED	-

Land Information

Deed Acres: 0	Calculated Acres: 631.80	Total Land Units: 631.8
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Land Code	Soil Class	Units
62 - WOODLAND 2	P	631.80

Tennessee Property Assessment Data - Parcel Details Report - <https://assessment.cot.tn.gov/>

Rhea (072)	Jan 1 Owner	Current Owner	NECK RD (OFF)			
Tax Year 2023 Reappraisal 2019	RODDY GAP LLC 145 JOHN DAVENPORT DRIVE ROME GA 30165-2844	145 JOHN DAVENPORT DRIVE ROME GA 30165-2844	Ctd Map: 007	Group:	Parcel: 018.00	PI: SI: 000

Value Information

Land Market Value:	\$120,000	Land Use Value:	\$57,500
Improvement Value:	\$0	Improvement Value:	\$0
Total Market Appraisal:	\$120,000	Total Use Appraisal:	\$57,500
		Assessment Percentage:	25%
		Assessment:	\$14,375

Additional information

CONSERVATION EASEMENT TO Foothills Land Conservancy

General Information

Class: 12 - Forest	City:
City #:	Special Service District 2: 000
Special Service District 1: 000	Neighborhood: A01
District: 01	Number of Mobile Homes: 0
Number of Buildings: 0	Utilities - Electricity: 01 - PUBLIC
Utilities - Water/Sewer: 11 - INDIVIDUAL / INDIVIDUAL	Zoning:
Utilities - Gas/Gas Type: 00 - NONE	

Outbuildings & Yard Items

Building #	Type	Description	Units
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Sale Information

Long Sale Information list on subsequent pages

Land Information

Deed Acres: 100	Calculated Acres: 100	Total Land Units: 100
Land Code	Soil Class	Units
62 - WOODLAND 2	P	100.00

Sale Information

Sale Date	Price	Book	Page	Vacant/Improved	Type Instrument	Qualification
7/2/2018	\$0	467	548		QC - QUITCLAIM DEED	-
12/21/2012	\$0	423	735		QC - QUITCLAIM DEED	-
12/9/1995	\$0	280	453		-	-
9/15/1990	\$20,000	228	140	V - VACANT	AA - ADJUSTED SALE	A - ACCEPTED
7/1/1947	\$0	74	444		-	-

Tennessee Property Assessment Data - Parcel Details Report - <https://assessment.cot.tn.gov/>

Rhea (072)	Jan 1 Owner	Current Owner	CLIFTON CEMETERY RD				
Tax Year 2023 Reappraisal 2019	RODDY GAP LLC	145 JOHN DAVENPORT DRIVE	Ctrl Map:	Group:	Parcel:	PI:	SI:
	145 JOHN DAVENPORT DRIVE	ROME GA 30165-2844	003		007.00		000
	ROME GA 30165-2844						

Value Information

Land Market Value:	\$393,900	Land Use Value:	\$165,500
Improvement Value:	\$0	Improvement Value:	\$0
Total Market Appraisal:	\$393,900	Total Use Appraisal:	\$165,500
		Assessment Percentage:	25%
		Assessment:	\$41,375

Subdivision Data

Subdivision:
NO NAME

Plat Book:	Plat Page:	Block:	Lot:
3	228		0023

Additional Information

CONSERVATION EASEMENT TO Foothills Land Conservancy

General Information

Class: 12 - Forest	City:
City #:	Special Service District 2: 000
Special Service District 1: 000	Neighborhood: A01
District: 01	Number of Mobile Homes: 0
Number of Buildings: 0	Utilities - Electricity: 01 - PUBLIC
Utilities - Water/Sewer: 12 - NONE / NONE	Zoning:
Utilities - Gas/Gas Type: 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
7/2/2018	\$0	467	544		QC - QUITCLAIM DEED	-
12/21/2012	\$0	423	745		QC - QUITCLAIM DEED	-
7/13/1979	\$0	168	472		-	-

Land Information

Deed Acres: 228.22

Calculated Acres: 0

Total Land Units: 228.22

Land Code	Soil Class	Units
62 - WOODLAND 2	P	131.22
54 - PASTURE	P	57.00
54 - PASTURE	A	40.00

Tennessee Property Assessment Data - Parcel Details Report - <https://assessment.coltn.gov/>

Rhea (072)	Jan 1 Owner	Current Owner	DIXIE LEE HWY (OFF)		
Tax Year 2023 Reappraisal 2019	RODDY GAP LLC	145 JOHN DAVENPORT DRIVE	Cld Map:	Group:	Parcel:
	145 JOHN DAVENPORT DRIVE	ROME GA 30165-2844	012		017.13
	ROME GA 30165-2844				PI:
					000
					SI:
					000

Value Information

Land Market Value: \$19,200
 Improvement Value: \$0
 Total Market Appraisal: \$19,200
 Assessment Percentage: 25%
 Assessment: \$4,800

Additional Information

WALDENS RIDGE

General Information

Class: 00 - Residential	City:
City #:	Special Service District 2: 000
Special Service District 1: 000	Neighborhood: A02
District: 01	Number of Mobile Homes: 0
Number of Buildings: 0	Utilities - Electricity: 01 - PUBLIC
Utilities - Water/Sewer: 11 - INDIVIDUAL / INDIVIDUAL	Zoning:
Utilities - Gas/Gas Type: 00 - NONE	

Outbuildings & Yard Items

Building #	Type	Description	Units
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Sale Information

Long Sale Information list on subsequent pages

Land Information

Deed Acres: 9.74 Calculated Acres: Total Land Units: 9.74

Land Code	Soil Class	Units
03 - SMALL TRACT		9.74

Sale Information

Sale Date	Price	Book	Page	Vacant/Improved	Type Instrument	Qualification
7/2/2018	\$0	467	544		QC - QUITCLAIM DEED	-
12/21/2012	\$0	423	610		QC - QUITCLAIM DEED	-
12/9/1995	\$0	280	451		-	-
4/30/1986	\$0	199	644		-	-

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

BK/PG: 471/553-601
18009363

49 PGS:AL-EASEMENT	
JAN BATCH 61960	12/26/2018 - 01:22 PM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	245.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	247.00

**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**

STATE OF TENNESSEE, RHEA COUNTY
TERESA HULGAN
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 as of the 26 day of December, 2018, by **Roddy Gap, LLC**, a Tennessee 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 Nine Hundred Forty-Eight and 68/100 (948.68) acres of real property, more or less, located in Rhea 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, Rhea County, Tennessee, and the people of, and visitors to, the State of Tennessee, including visitors to the Mount Roosevelt Wildlife Management Area, Watts Bar Lake, and other parks and natural areas in and around Rhea 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

-I-

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 contains habitat which has been deemed a medium conservation priority in the Cumberland Plateau Ecoregion by Tennessee State Wildlife Action Plan (SWAP)—the Allegheny-Cumberland Dry Oak Forest and Woodland. Protection of this habitat will ensure it remains, supporting terrestrial and aquatic resources within the region, and will further support the goals of the SWAP; and

WHEREAS, the Property is within The Nature Conservancy's Brady Mountain terrestrial priority conservation area. Target conservation species this area supports includes the black mountain salamander (*Desmognathus walteri*), least trillium (*Trillium pusillum*) and Tennessee Pondweed (*Potamogeton tennesseensis*); and

WHEREAS, the Property is within The Nature Conservancy's White's Creek/Piney River aquatic priority conservation area. Aquatic species targeted for protection in this area include Four (4) fish, eight (8) mussels, and one (1) snail. Streams such as Little Laurel Branch which transition from the plateau to the escarpment and ridge and valley are also systems targeted for protection; and

WHEREAS, the Property's aquatic habitats are recognized by the Tennessee SWAP as being in a critical watershed for freshwater species, the Upper Tennessee. The surrounding land is also considered a low to medium conservation priority upstream of these aquatic habitats; and

WHEREAS, the national Morphological Spatial Pattern Analysis, which maps green infrastructure, characterizes much of the Property as having a high degree of connectivity with surrounding forests. This contributes to the overall health of the ecosystem whose large connected tracts of forest support biota which fragmented forests will not; and

WHEREAS, the Property has among its habitats, two Tennessee SWAP priority forests: the Allegheny-Cumberland Dry Oak Forest and Woodland and the South-Central Interior Mesophytic Forest; and

WHEREAS, the Property proved quite diverse in vascular plants. Two hundred and ten species were found which included thirty-nine (39) trees. The Tennessee Department of Environment & Conservation reports that twelve (12) rare, threatened, and endangered species of plants and animals have been found within five miles of the property, and the Tennessee SWAP lists over one hundred (100) species of greatest conservation need that are denizens of the forest types present on the Property; and

WHEREAS, fauna species observed on the Property consisting of 25 birds, 15 of which are Neotropical migrants, fifteen (15) butterflies, four (4) reptiles and amphibians and three (3) mammals. Among the mammals is the Allegheny Woodrat (*Neotoma magister*), an S3 listed species in Tennessee, deemed in need of management; and

WHEREAS, the Fish and Wildlife Service cites eight (8) federally-listed endangered and threatened species that could be impacted by activities on the Property: three (3) bats, two (2) fish, and three (3) birds. Additionally, the Tennessee Department of Environment and Conservation (TDEC) cites Rhea County as the home of twenty (20) endangered and threatened plant and animal species, plus ten (10) more of special concern or in need of management. This includes seven (7) species ranked endangered at the federal level. Preserving this land as open space with a conservation easement, and thus reducing any impacts on its habitats, would thus reduce potential impacts on these imperiled species; and

WHEREAS, the Appalachian Mountains Joint Venture, which coordinates and implements all-bird conservation plans within the Appalachian Mountains Bird Conservation Region, recognizes two species we observed on the Property as species of conservation concern in Tennessee. Ranked in the “very highest” concern category is the Prairie Warbler (*Setophaga discolor*), and of “high concern” is the Hooded Warbler (*Setophaga citrina*). These are also recognized as GCN species in the TN SWAP, as is the red-headed woodpecker (*Melanerpes erythrocephalus*) which was also observed on the property; and

WHEREAS, the Golden Eagle (*Aquila chrysaetos*), which has a threatened status in the State of Tennessee, has been recorded in several places along Walden Ridge on which the Property lies. The combination of forests with areas of cleared land, which is found on the Property, is what the eagle requires as wintering foraging habitat; and

WHEREAS, the Property is in close proximity to the Piney Falls State Natural Area. It lies just 3.5 miles to the south along the same ridgeline and is part of the Cumberland Trail State Park. Preservation of the Property with a conservation easement will serve as a buffer against development to protect the integrity of this State Natural Area; and

WHEREAS, the Property lies within thirteen (13) miles of over 13,000 acres of other state natural areas including Mount Roosevelt Wildlife Management Area and Yuchi Refuge. Additionally, private easements in Rhea and surrounding counties held by the Foothills Land Conservancy cover approximately 8,000 acres and The Nature Conservancy has put under easement, 377 acres just three (3) miles south of the Property on Walden Ridge; and

WHEREAS, development and housing density is sharply increasing in the region around the Property. Density in 1970, based on acreage per housing unit (i.e., the lower the number the greater the density) was mostly >80 acres per unit. By 2000, density had

increased to 30-40 acres per unit, and by the year 2030, it is predicted to increase to 20-30 and even 10-20 acres per unit along the escarpment. This easement would preserve the scenic rock outcrops and ridgeline on top of the escarpment by preventing the scarring of the landscape through development, much to the significant enjoyment and benefit of the general public; 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 and 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. 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 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 Treasury Regulation § 1.170A-14(g)(6)(ii).

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: Roddy Gap, LLC
15 Professional Court SW
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 Rhea 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 under 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

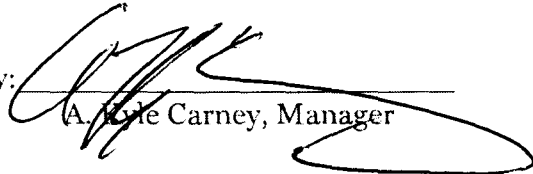
Grantor Signature Page

GRANTOR:

Roddy Gap, LLC

By: Blackland Group, LLC
Its: Manager

Blackland Group, LLC

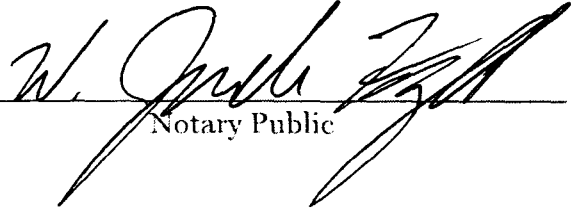
By: 
A. Kyle Carney, Manager

STATE OF Georgia

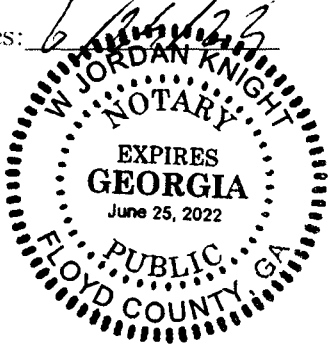
COUNTY OF Floyd

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 **Roddy Gap, LLC**, a Tennessee limited liability company, the within named bargainer, and that he as such Agent/Manager/Authorized Signatory executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Agent/Manager/Authorized Signatory.

WITNESS my hand at office this 26th day of December, 2018.


Notary Public

My commission expires: 6/25/22



Grantee Signature Page

GRANTEE:

Foothills Land Conservancy

By: W.C. Clabough Sr. 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 26 day of December, 2018.

Joanna Elise Eustace
Notary Public

My Commission Expires: 9/27/22

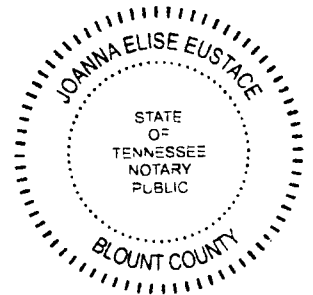


EXHIBIT A-1

Roddy Gap, LLC Property Description

SITUATE in the 1st Civil District of Rhea County, Tennessee off of Clifton Cemetery Road and off 664 Neck Road, and being more particularly described as follows:

BEGINNING at a 1" iron pipe (found) being the westernmost corner of this described parcel being located N 57°45'36" E 303.79 feet from a power pole as well as being located N 41°57'32" E 279.01 feet from a water valve; thence N 49°05'58" E 139.95 feet to a 6" wood fence post; thence N 38°42'23" E 84.42 feet to a 1" pipe (found); thence S 56°28'02" E 609.05 feet to a painted rock; thence N 32°55'31" E 1187.63 feet to a painted rock; thence S 55°34'29" E 264.00 feet to a 1/2" pipe (set); thence N 58°55'31" E 227.70 feet to a 1/2" pipe (set); thence leaving Lemons and going with the John P. Bourne and Anna Bourne property N 11°54'48" W 1567.27 feet to a painted rock; thence leaving Bourne and going with the Robert P. Vardaman and Joan M. Vardaman property N 69°32'52" E 404.42 feet to a 1/2" rebar (found); thence N 81°23'00" E 190.81 feet to a 12" hickory; thence N 68°31'46" E 263.11 feet to a nail (set) in 14" chestnut oak stump; thence N 51°14'40" E 27.30 feet to a nail (set) in 24" chestnut oak stump; thence N 66°01'09" E 44.06 feet to a stump; thence N 55°02'09" E 241.35 feet to a 18" hickory; thence N 62°48'09" E 54.46 feet to a 12" white oak; thence N 15°04'42" E 76.67 feet to a 18" hickory; thence N 00°17'52" W 55.39 feet to a 20" hickory; thence N 07°21'28" E 56.33 feet to a 20" hickory; thence N 25°54'36" E 239.53 feet to a 20" white oak; thence N 30°50'36" E 252.30 feet to a 1/2" rebar (found); thence N 33°29'36" E 179.26 feet to a 20" white oak; thence N 15°27'35" E 26.40 feet to a 24" chestnut oak; thence N 48°47'31" E 125.19 feet to a 1/2" rebar (found) at 6" wood fence post; thence leaving Vardaman and going with the Gloria F. Thurman & Joetta T. Barr, trustees property S 48°11'33" E 119.22 feet to a 1/2" pipe (set) at 10" wood fence post; thence N 33°09'41" E 771.30 feet to a set stone; thence N 55°23'38" W 496.97 feet to a 1/2" pipe (set) at 6" wood fence post; thence leaving Thurman and Barr and going with the James Christopher Harwood property N 40°43'33" E 556.25 feet to a 8" cross tie fence post; thence N 43°05'21" E 101.98 feet to a 4" wood fence post; thence N 36°08'28" E 625.22 feet to a 4" wood fence post; thence N 22°05'21" E 523.67 feet to a 4" wood fence post; thence N 28°26'30" E 333.34 feet to a 1/2" pipe (set); thence leaving Harwood and going with the Gloria F. Thurman and Joetta T. Barr, trustees property N 34°35'42" E 393.82 feet to a steel fence post; thence N 36°13'06" E 196.97 feet to a 1" pipe (found); thence N 38°30'45" E 2160.50 feet to a 1" pipe (found); thence leaving Thurman and Barr and going with the remainder of the Hilleary Family Properties I, LLC property N 79°50'22" E 1321.80 feet to a 1/2" pipe (set); thence N 04°48'44" W 3079.88 feet to a 1" pipe (found); thence leaving Hilleary and going with the Teddy M. Dannel property and the Paul J. Olinger property N 53°00'21" E 1087.95 feet to a steel fence post; thence N 46°42'44" E 1415.14 feet to a 8" wood fence post; thence N 48°33'43" E

Exhibit A-1 Page 1 of 3

780.49 feet to a 1/2" pipe (set); thence leaving Olinger and going with the Mary Lynn Dobson property S 64°50'41" E 2979.51 feet to a 1/2" pipe (set); thence leaving Dobson and going with the Bobby E. Coulter and Rhonda K. Coulter property S 11°44'25" W 100.00 feet to a 1/2" pipe (set); thence S 63°59'48" E 136.22 feet to a 1/2" pipe (found); thence leaving Coulter and going with the J. C. Fugate and Connie Fugate property S 16°55'38" W 925.01 feet to a 1/2" pipe (found); thence leaving Fugate and going with the Philip T. Hodge and Marjorie T. Hodge property and the Dorvin R. Reed and Sandra K. Reed property and the Lesley Rachelle Burton property N 52°00'26" W 1050.27 feet to a stone; thence S 38°08'21" W 2965.71 feet to a stone; thence continuing with Reed S 51°52'14" E 1226.54 feet to a 1/2" pipe (found); thence leaving Reed and going with the Wayne Blumer and Joyce Blumer property S 21°35'20" W 418.75 feet to a 1/2" pipe (found); thence leaving Blumer and going with the James Timothy Waldo and Lola Diane Waldo property S 22°00'50" W 631.77 feet to a 1/2" pipe (found); thence N 53°57'32" W 618.57 feet to a stone; thence continuing with the same S 47°46'59" W 125.00 feet to a 1 1/2" pipe (found); thence leaving Waldo and going with the John Clyde Fugate and Jessica Anne Fugate property S 47°17'16" W 480.61 feet; thence leaving Fugate and going with the North Utility District of Rhea County, Tennessee N 25°43'37" W 132.02 feet to a 5/8" rebar (found); thence S 58°47'04" W 150.04 feet to a 5/8" rebar (found); thence S 25°45'25" E 50.04 feet to a 5/8" rebar (found); thence S 64°12'05" W 100.11 feet to a 5/8" rebar (found); thence S 25°49'05" E 99.95 feet to a 5/8" rebar (found); thence N 62°05'38" E 163.52 feet; thence leaving North Utility District of Rhea County, Tennessee and again going with the John Clyde Fugate and Jessica Anne Fugate property S 47°17'16" W 846.94 feet to a 1/2" pipe (found); thence leaving Fugate and going with the Katie Lynne Lanningham, Trustee property being lot #1-9 of the Marvin Trewitt Subdivision N 59°11'18" W 223.12 feet to a 1/2" pipe (found); thence S 33°01'52" W 527.93 feet to a 1/2" pipe (found); thence S 33°02'05" W 907.59 feet to a 1/2" rebar (found); thence leaving Lanningham and going with the Jack H. Chattin and Linda J. Chattin property N 49°24'23" W 392.36 feet to a 1/2" rebar (found); thence S 35°35'18" W 3256.19 feet to a 5/8" rebar (found); thence S 43°12'26" E 655.40 feet to a 5/8" rebar (found); thence S 35°28'57" W 596.64 feet to a 2" pipe (found); thence S 14°08'55" W 310.27 feet to a 2" pipe (found); thence leaving Chattin and going with the Hilleary Family Properties I, LLC property N 79°13'00" W 590.02 feet to a 1/2" rebar (found); thence S 13°37'21" W 1435.09 feet to a 1/2" pipe (found); thence leaving Hilleary Family Properties I, LLC property and going with the William P. Coombs and Karen A Studer property S 30°13'19" W 1235.22 feet to a 1/2" pipe (found); thence S 45°49'54" E 95.92 feet to a 1/2" pipe (found) in a rock pile; thence leaving Coombs and Studer and going with the J. Coley Smith Family Trust et al property S 18°58'36" W 213.60 feet to a painted stone; thence leaving Smith and going with the Huber Engineered Woods LLC property S 51°11'38" W 3089.42 feet to a 1" pipe (found); thence leaving Huber Engineered Woods LLC property and going with the remainder of the Hilleary Family Properties II, LLC property thence N 39°24'43" W 908.20 feet to a 1/2" pipe (found); thence leaving Hilleary and going with the David E. Horton Jr. property being lot #4, 5, & 1 of Trotter Hollow N 50°46'30" W 513.91 feet to a 1/2" pipe (found); thence N 50°48'18" W 154.59 feet to a 1/2" pipe (found); thence N 04°03'34" W 46.47 feet to

Exhibit A-1 Page 2 of 3

a 1/2" pipe (found); thence leaving Horton and lot #1 and going with the David Eugene Horton, Jr. property N 15°57'14" E 219.68 feet to a 1/2" pipe (found); thence leaving Horton and going with the remainder of the Hilleary Family Properties II, LLC property N 04°04'30" E 153.33 feet; thence N 28°35'37" W 310.98 feet **to the beginning**, being 948.68 acres as surveyed by Christopher M. Vick, Tennessee RLS #2164 on 9 March 2018.

BEING part of the same property conveyed to Grantor by instrument of record in **Book 467, Page 548**, in the Register of Deeds Office for Rhea 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-1 Page 3 of 3

EXHIBIT A-2

Roddy Gap, LLC
Drawing of the Property
(Drawing is attached immediately behind this page)



Roddy Gap, LLC Conservation Easement Rhea Co, TN -- Boundary Map

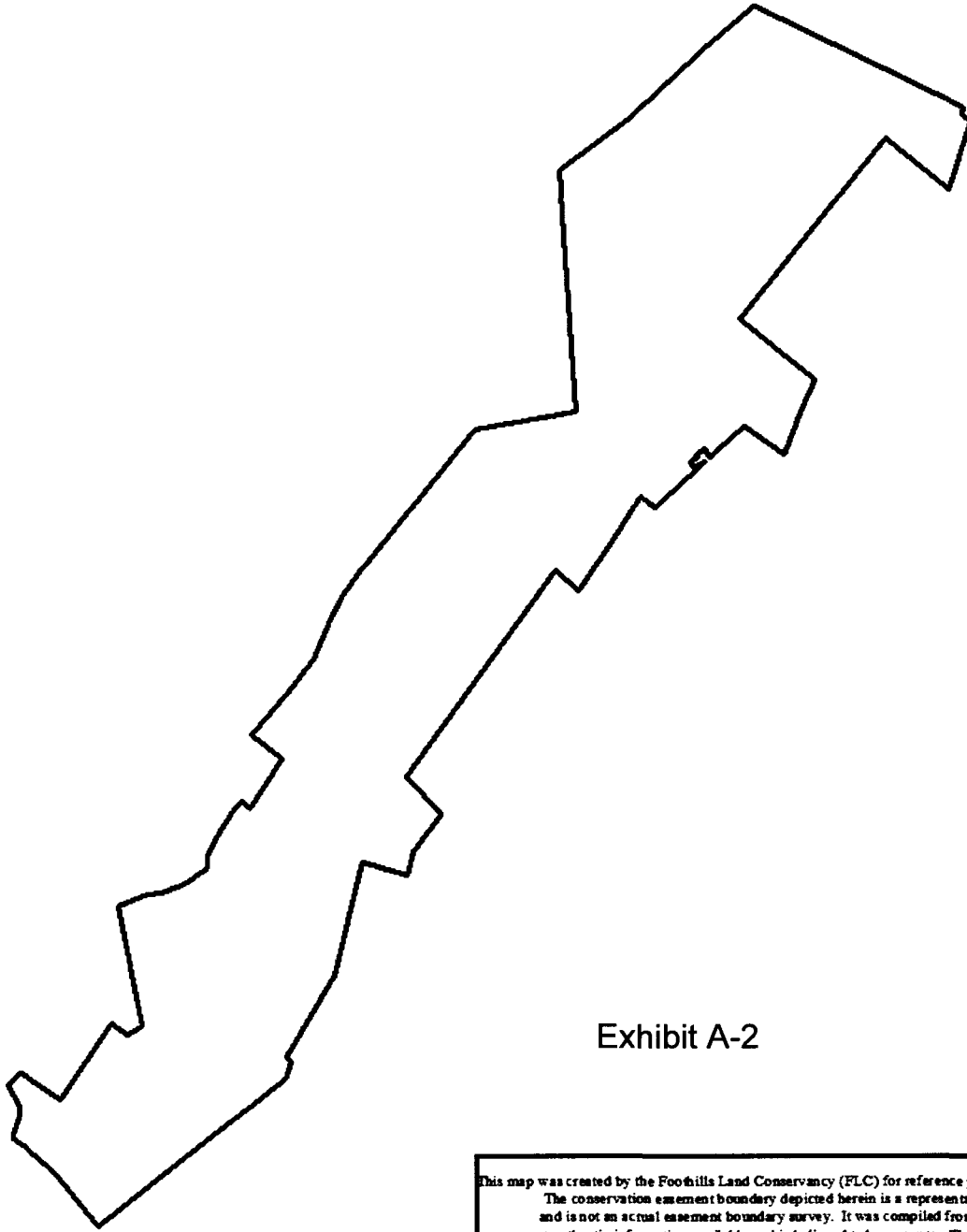


Exhibit A-2

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, 9/26/2018

 Roddy Gap Boundary



EXHIBIT B

Roddy Gap, LLC
Drawing Depicting Homesites
(Drawing is attached immediately behind this page)

Exhibit B Page 1 of 2



Roddy Gap, LLC Conservation Easement -- Rhea Co, TN -- House Sites Map --

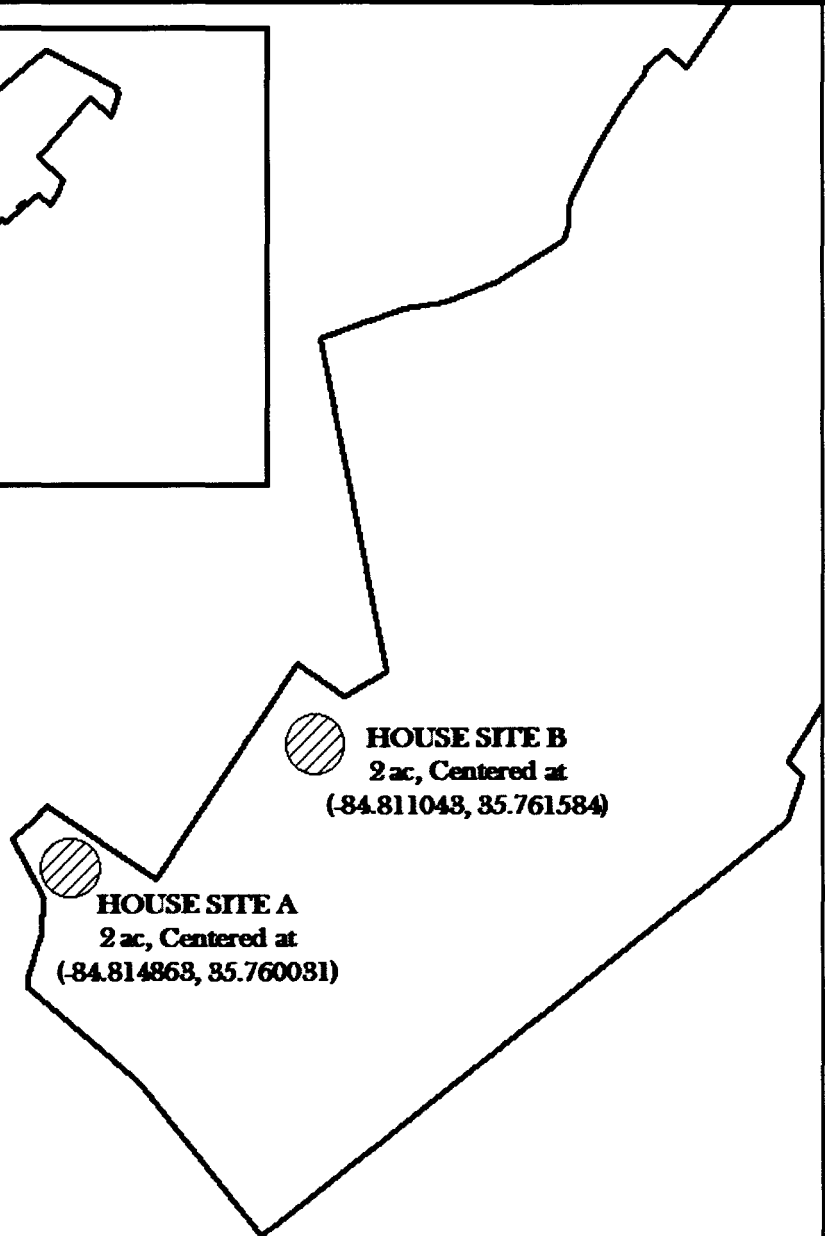
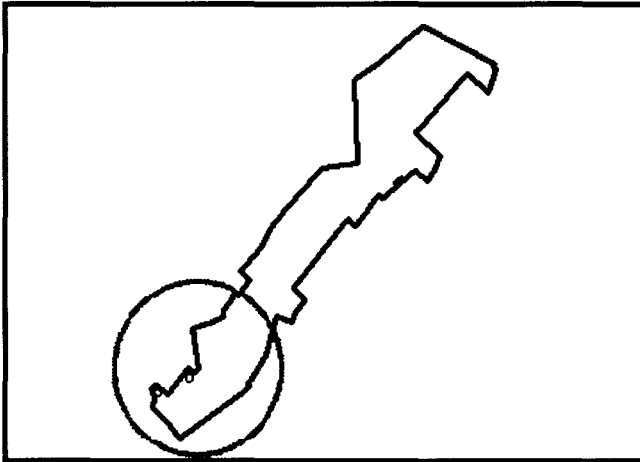




Exhibit B

-  House Sites
-  Roddy Gap Boundary

0 0.05 0.1 0.2 0.3 Miles

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, 10-11-2018

EXHIBIT C

Roddy Gap, LLC Legal Description of Homesites

Homesite A:

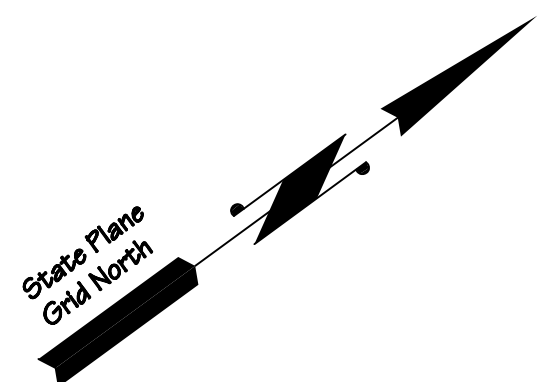
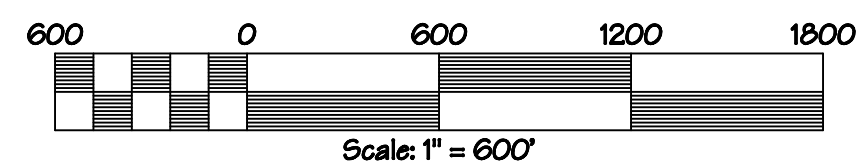
TO FIND THE POINT OF BEGINNING, start at the centerpoint of a circular tract, such centerpoint having coordinates of Latitude $35^{\circ}45'36.112''$ (35.760031) North and Longitude $84^{\circ}48'53.507''$ (84.814863) West, thence Due North for a distance of 166.53' to a calculated point in the circumference 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 $35^{\circ}45'41.702''$ (35.761584) North and Longitude $84^{\circ}48'39.755''$ (84.811043) 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.

APPENDIX 8

SURVEY/MAP OF PROPERTY



LEGEND

- ▽ NAIL
- TREE
- ⊗ CONCRETE MONUMENT
- ⊗ PAINTED/SET ROCK
- ⊗ POWER POLE
- ⊗ FENCE POST
- ⊗ WATER METER
- ⊗ TELEPHONE BOX
- 1/2" PIPE (set)
- ROAD
- ⊗ WATER VALVE
- ⊗ REBAR (found)
- OTHER

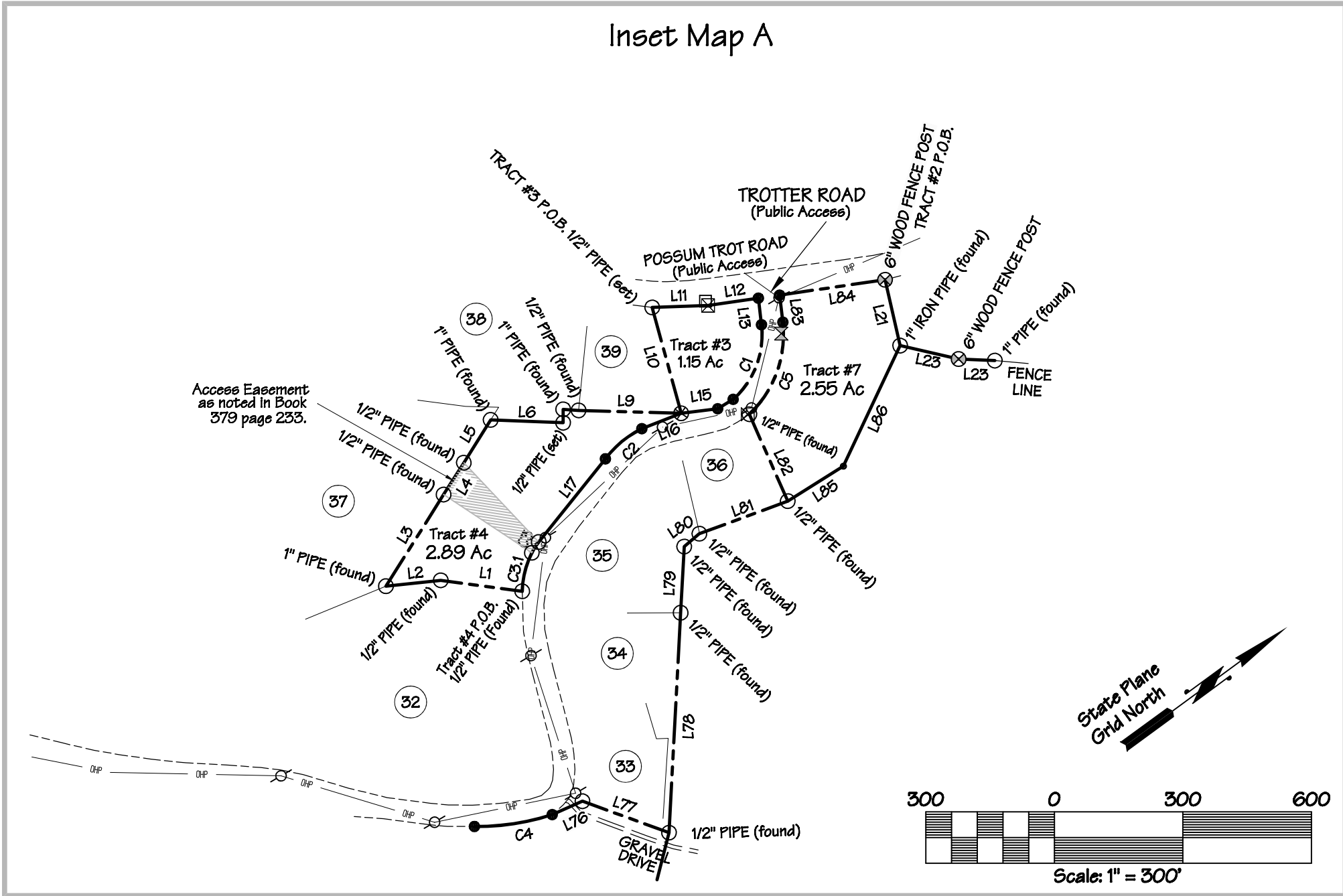
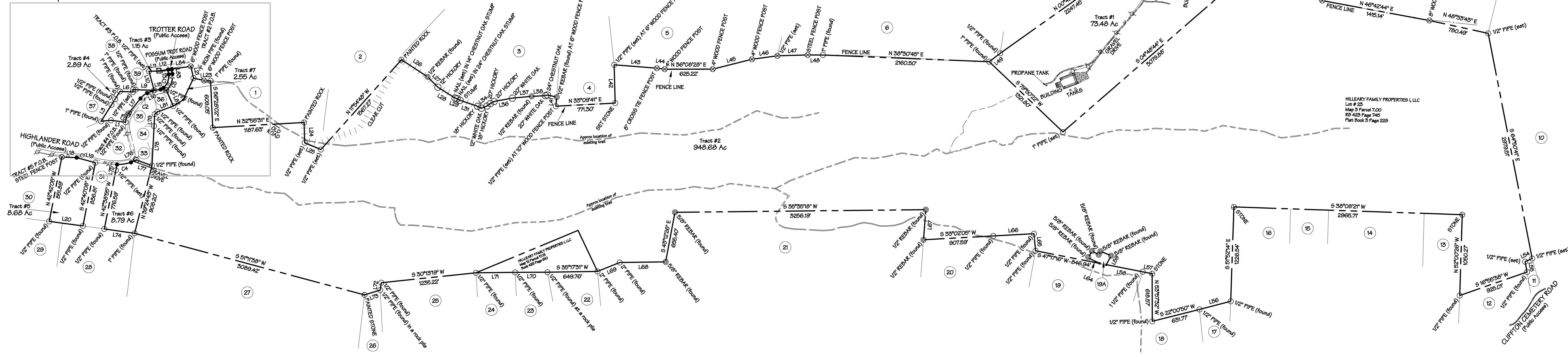
ADJOINING PROPERTY OWNER CHART

1	IMOGENE LEMONS ET AL Map 12 Parcel 19.00 Book 330 Page 143	8	TEDDY M. DANIEL Map 3 Parcel 5.00 Book 398 Page 119	15	LESLEY RACHELLE BURTON Map 7 Parcel 5.02 Book 450 Page 105 Book 343 Page 1	22	ROBERT B. REIN, TRUSTEE Map 12 Parcel 17.2 Book 446 Page 566	29	DELLA B. JOHNSON, TRUSTEE Map 12 Parcel 25.00 Book 420 Page 499	36	DAVID EUGENE HORTON, JR. Map 12 Parcel 43.00 Book 321 Page 82 Book 249 Page 472
2	JOHN P. BOURNE & ANNA BOURNE Map 12 Parcel 2.00 Book 132 Page 344 Book 132 Page 346	9	PAUL J. OLINGER Map 3 Parcel 8.00 Book 366 Page 734	16	DORVIN R. REED & SANDRA K. REED Map 7 Parcel 5.05 Book 292 Page 43	23	KIRK L. WEBB & PATRICIA A. WEBB, TRUSTEES Map 12 Parcel 3.03 Book 279 Page 49	30	LEE R. REED Map 12 Parcel 4.9 Book 279 Page 49	37	BILLY SMITHWICK & KAREN SMITHWICK Map 12 Parcel 3.04 Book 379 Page 235
3	ROBERT P. VARDAMAN & JOAN M. VARDAMAN Map 7 Parcel 7.00 Book 298 Page 377	10	MARY LYNN DOBSON Lot # 24 Map 3 Parcel 4.00 Book 482 Page 634 Flat Book 3 Page 229	17	WAYNE BLUMER & JOYCE BLUMER P/O Lot # 22 Map 7 Parcel 50.00 Book 210 Page 47 Flat Book 3 Page 229	24	KIRK L. WEBB & PATRICIA A. WEBB, TRUSTEES Map 12 Parcel 17.14 Book 350 Page 648	31	JANE DUPREE RICHARDSON ET AL Map 12 Parcel 42.00 Book 231 Page 298	38	LYDIA EVELYN WOLFE Map 12 Parcel 24.00 Book 136 Page 139 Book 255 Page 24
4	GLORIA F. THURMAN & JOETTA T. BARR, TRUSTEES Map 7 Parcel 7.00 Book 298 Page 377	11	BOBBY E. COULTER & RHONDA K. COULTER Map 3 Parcel 7.02 Book 289 Page 196 Flat Book 3 Page 447	18	JAMES TIMOTHY WALDO & LOLA DIANE WALDO P/O Lot # 21 Map 7 Parcel 49.01 Book 219 Page 115 Flat Book 3 Page 229	25	WILLIAM P. COOMBS & KAREN A. STUDER Map 12 Parcel 17.07 Book 372 Page 37	32	TERRY L. TRAMMELL & TRACY L. TRAMMELL Map 12 Parcel 45.00 Book 455 Page 505	39	Cecil C. BONAN Map 12 Parcel 25.00 & 25.01 Book 289 Page 449
5	JAMES CHRISTOPHER HARWOOD Map 7 Parcel 9.00 Book 405 Page 264	12	J.C. FUGATE & CONNIE FUGATE Map 3 Parcel 7.01 Book 375 Page 657	19	JOHN CLYDE FUGATE & JESSICA ANNE FUGATE Map 7 Parcel 6.01 Book 450 Page 112	26	J. COLEY SMITH FAMILY TRUST ET AL Map 12 Parcel 17.00 Book 394 Page 206 Flat Book 2 Page 28	33	DAVID E. HORTON, JR. Map 12 Parcel 17.00 Book 394 Page 206 Flat Book 2 Page 28		
6	GLORIA F. THURMAN & JOETTA T. BARR, TRUSTEES Map 7 Parcel 7.00 Book 298 Page 377	13	PHILIP T. HODGE & MARJORIE T. HODGE Map 7 Parcel 5.00 Book 306 Page 449	19A	NORTH UTILITY DISTRICT OF RHEA COUNTY, TENNESSEE Map 7 Parcel 5.04 Book 268 Page 13	27	HUBER ENGINEERED WOODS LLC Map 12 Parcel 27.00 Book 345 Page 385	34	DAVID E. HORTON, JR. Map 12 Parcel 17.00 Book 394 Page 206 Flat Book 2 Page 28		
7	BRUCE PFEFFER & DIANNE PFEFFER Map 7 Parcel 3.05 Book 400 Page 494	14	DORVIN R. REED & SANDRA K. REED Map 7 Parcel 5.01 Book 292 Page 43	20	KATIE LYNE LANINGHAM, TRUSTEE Lots # 1-9 of the Marvin Trawitt Subdivision Map 256 Page 627 Flat Book 3 Page 645	28	BRIAN KEITH BROCKMAN ET AL Map 12 Parcel 26.01 Book 431 Page 623	35	DAVID E. HORTON, JR. Map 12 Parcel 25.00 Book 455 Page 505 Flat Book 4 Page 36		
7A	JAMES W. CUNNINGHAM, JR. ET AL Map 7 Parcel 3.00 Book 323 Page 60			21	JACK H. CHATTIN & LINDA J. CHATTIN Map 12 Parcel 5.02 Book 232 Page 124						

HILLEARY FAMILY PROPERTY
1ST CIVIL DISTRICT
RHEA COUNTY, TENNESSEE
DATE: 9 MARCH 2018
TOTAL ACRES 1055.96

TRACT #	OWNER	ADDRESS	TAX MAP	DEED REF.	PLAT BOOK
TRACT # 1	HILLEARY FAMILY PROPERTIES II, LLC	664 NECK ROAD	P/O Map 7 Parcel 3.01	Book 425 Page 591 & 595 Book 235 Page 266	N/A
TRACT # 2, 6, & 7	HILLEARY FAMILY PROPERTIES I, LLC	CLIFTON CEMETERY ROAD	Map 3 Parcel 7.00	Book 425 Page 745 Book 425 Page 610	Lot #23 Plat. Book 3 Page 228
	HILLEARY FAMILY PROPERTIES II, LLC	OFF DIXIE LEE HIGHWAY	P/O Map 7 Parcel 3.01	Book 425 Page 591 & 595 Book 425 Page 793	N/A
TRACT # 3, 4 & 5	HILLEARY FAMILY PROPERTIES II, LLC	664 NECK ROAD	P/O Map 7 Parcel 3.01	Book 425 Page 591 & 595 Book 235 Page 266 Book 230 Page 454	N/A

See Inset Map A



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.

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: The plat drawn hereon is subject to utility authority and is subject to change according to physical evidence. (i.e. bluffs, 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.

Drawn by: MRH File No: 18-23-c 7-TRACTS

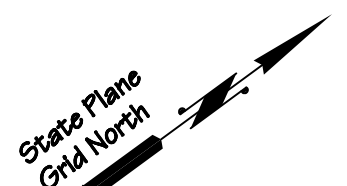
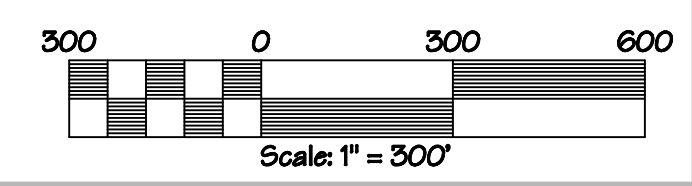
Note: The point of beginning of tract #1 is located N 22°21'49" E 144.39 feet from a power pole.
Note: The point of beginning of tract #2 is located N 08°47'38" E 272.94 feet from a water valve and N 29°24'50" E 421.79 feet from a telephone box.
Note: The point of beginning of tract #3 is located S 29°25'30" W 125.14 feet from a telephone box.
Note: The point of beginning of tract #4 is located N 30°30'19" W 136.35 feet from a power pole and N 61°33'18" W 151.59 feet from a power pole.
Note: The point of beginning of tract #5 is located N 48°29'43" E 136.66 feet from a power pole.

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S 43°05'06" W	191.75	L45	N 40°43'39" E	556.29
L2	S 30°05'00" W	129.59	L46	N 43°02'21" E	101.89
L3	N 21°36'16" W	262.49	L47	N 22°08'21" E	623.67
L4	N 21°29'12" W	88.10	L48	N 28°26'30" E	303.34
L5	N 21°43'41" W	117.89	L49	N 54°54'42" E	339.92
L6	N 38°22'57" E	169.15	L50	N 56°12'06" E	196.37
L7	N 53°19'34" W	31.40	L51	N 01°29'49" W	179.96
L8	N 40°01'33" E	35.81	L52	N 83°09'51" E	323.53
L9	N 37°49'38" E	239.54	L53	N 31°57'42" E	66.11
L10	N 69°06'29" W	256.06	L54	S 47°29'17" E	175.20
L11	N 34°01'12" E	130.40	L55	N 45°01'40" E	237.10
L12	N 27°25'18" E	110.49	L56	N 14°42'50" W	100.00
L13	S 60°36'52" E	62.35	L57	S 63°59'49" S	136.22
L14	S 09°06'36" W	42.28	L58	S 21°35'27" W	418.79
L15	N 40°01'33" E	35.81	L59	S 47°46'59" W	329.07
L16	S 14°46'52" W	98.72	L60	S 47°17'16" W	480.61
L17	S 19°07'24" E	248.70	L61	N 29°43'97" W	152.02
L18	N 30°31'47" E	192.67	L62	S 58°47'04" W	150.04
L19	N 51°19'52" E	251.80	L63	S 25°42'29" E	50.04
L20	S 43°49'46" W	441.86	L64	S 64°12'09" W	100.11
L21	S 66°46'27" E	167.69	L65	S 24°30'18" E	399.98
L22	N 40°01'33" E	130.89	L66	N 62°02'59" E	165.52
L23	N 38°42'22" E	84.42	L67	N 58°11'18" W	223.12
L24	S 55°34'29" E	264.00	L68	S 30°01'52" W	527.39
L25	N 60°19'31" E	227.07	L69	N 49°29'29" W	392.36
L26	N 69°32'25" E	404.42	L70	S 38°29'57" W	596.64
L27	N 81°23'00" E	190.81	L71	S 14°06'59" W	310.27
L28	N 68°31'49" E	263.17	L72	S 18°30'36" W	450.17
L29	N 51°44'40" E	273.07	L73	S 38°52'25" W	508.54
L30	N 68°07'09" E	44.06	L74	S 48°49'54" E	96.52
L31	N 59°02'09" E	241.38	L75	S 18°30'36" W	450.17
L32	N 62°48'09" E	54.46	L76	S 44°26'12" W	397.31
L33	N 19°04'42" E	76.67	L77	N 42°38'59" W	76.64
L34	N 00°17'52" W	56.33	L78	N 11°18'18" E	77.19
L35	N 07°22'29" E	195.39	L79	N 60°09'29" W	314.99
L36	N 29°54'36" E	239.59	L80	N 50°46'30" W	513.91
L37	S 30°50'36" E	282.30	L81	N 50°48'18" W	154.59
L38	N 39°29'36" E	119.22	L82	N 04°03'34" W	466.17
L39	N 19°27'36" E	264.00	L83	N 18°57'14" E	219.68
L40	N 48°47'31" E	125.19	L84	N 77°36'07" W	221.61
L41	S 48°11'33" E	119.22	L85	N 60°56'52" W	633.69
L42	N 29°23'38" W	496.37	L86	N 27°56'18" E	248.01
			L87	N 04°04'30" E	153.33
			L88	N 28°29'37" W	310.98

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	201.91	190.66	S 30°01'26" E	196.29
C2	228.82	111.17	S 09°22'09" E	110.14
C3	138.73	29.91	S 21°51'18" E	29.89
C4	219.39	98.29	S 39°46'20" E	92.48
C5	179.07	104.24	N 27°31'33" E	193.45
C6	256.68	236.70	N 35°51'55" W	229.42

LINE	BEARING	DISTANCE
L1	S 19°07'24" E	248.70

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



APPENDIX 9

TITLE POLICY



Fidelity National Title Insurance Co.

COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE CO.

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

If all of the Schedule B, Part I-Requirements have not been met within 90 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

By:

ATTEST

President

Secretary

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

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ALTA Commitment for Title Insurance 8-1-16



(18-03-8185.PFD/18-03-8185/7)



Fidelity National Title Insurance Co.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

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ALTA Commitment for Title Insurance 8-1-16



(18-03-8185.PFD/18-03-8185/7)



Fidelity National Title Insurance Co.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

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

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

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

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ALTA Commitment for Title Insurance 8-1-16



(18-03-8185.PFD/18-03-8185/7)



Fidelity National Title Insurance Co.

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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ALTA Commitment for Title Insurance 8-1-16



(18-03-8185.PFD/18-03-8185/7)



Fidelity National Title Insurance Co.

SCHEDULE A

1. Commitment Date: July 10, 2018 at 10:54 AM
2. Policy to be issued:
 - (a) ALTA Owner Policy
Proposed Insured: Roddy Gap, LLC
Proposed Policy Amount: \$ 1,295,000.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
Roddy Gap, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

Looney & Chadwell Title Services, LLC

By: _____
Kenneth M. Chadwell, Authorized Agent

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Fidelity National Title Insurance Co.

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. Payment to or for the account of the sellers or mortgagors of the full consideration for the estate or interest to be insured.
2. Payment to the Company of the premiums, fees and charges for the policy.
3. Satisfaction and/or release of record of a lien evidenced by Trust Deed dated November 4, 2010, of record in Book T494, page 709, Register's Office, Rhea County, Tennessee, securing \$225,000.00 to First Bank of Tennessee.
4. Satisfaction and/or release of record of a lien evidenced by Trust Deed dated July 31, 2015, of record in Book T552, page 524, Register's Office, Rhea County, Tennessee, securing \$800,000.00 to First Bank of Tennessee.
5. Payment in full of the lien of Rhea County real property taxes for 2018, not yet due nor payable on Map 003, Parcel 007.00 2017 real property taxes were paid December 15, 2017 in the amount of \$836.00 on Receipt 9826.
6. Payment in full of the lien of Rhea County real property taxes for 2018, not yet due nor payable on Map 007, Parcel 003.01 2017 real property taxes were paid December 15, 2017 in the amount of \$3,163.00 on Receipt 9827.
7. Payment in full of the lien of Rhea County real property taxes for 2018, not yet due nor payable on Map 007, Parcel 018.00 2017 real property taxes were paid December 15, 2017 in the amount of \$323.00 on Receipt 9828.
8. Payment in full of the lien of Rhea County real property taxes for 2018, not yet due nor payable on Map 012, Parcel 017.13 2017 real property taxes were paid December 15, 2017 in the amount of \$105.00 on Receipt 9830.

SCHEDULE B, PART II Exceptions

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

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

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. All taxes, assessments and special assessments which are levied or shall become due and payable.
3. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping of improvements.

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AMERICAN
LAND TITLE
ASSOCIATION



SCHEDULE B
(Continued)

4. Any lien, or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Easements, liens or encumbrances or claims thereof, which are not shown by the public record.
6. Any facts, rights, or interest or claims which are not shown by the public record but which could be ascertained by an accurate survey of the land or by making inquiry of persons in possession thereof.
7. Restrictive covenants of record at Book 248, page 472, and further amended at Book 361, page 257 et. seq., Register's Office, Rhea County, Tennessee.
8. Easements and all other matters appearing at Plat Book 4, page 36, Register's Office, Rhea County, Tennessee.
9. Application for Greenbelt Assessment of record at Book 5, page 460, Register's Office, Rhea County, Tennessee.
10. Application for Greenbelt Assessment of record at Book 5, page 461, Register's Office, Rhea County, Tennessee.
11. Application for Greenbelt Assessment of record at Book 5, page 462, Register's Office, Rhea County, Tennessee.
12. Easements and all other matters appearing at Plat Book 3, page 228, Register's Office, Rhea County, Tennessee.
13. Conveyance to the North Utility District of Rhea County for 0.512 acres by deed of record at Book 358, page 13, Register's Office, Rhea County, Tennessee.
14. Taxes and assessments for year 2018 and subsequent years, not yet due nor payable.
15. Subject to all restrictive covenants, if any, of record, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

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Fidelity National Title Insurance Co.

PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

EXHIBIT "A"

Tract I:

Map 012, Parcel 017.13

Beginning at a 1/2" pipe (found) being the southwestern corner of this described parcel as well as being located S 07°13'24" W 9961.86 feet from a power pole; thence going with the Hilleary Family Properties II, LLC property N 13°37'21" E 1435.09 feet to a 1/2" rebar (found); thence S 79°13'00" E 590.02 feet to a 2" pipe (found); thence leaving Hilleary Family Properties II, LLC and going with the Robert B. Rein, Trustee property S 35°17'31" W 649.76 feet to a 1/2" pipe (found) at a rock pile; thence leaving Rein and going with the Kirk L. Webb and Patricia A. Webb, Trustees property S 35°56'08" W 420.17 feet to a 1/2" pipe (found); thence S 35°32'35" W 508.54 feet to the beginning being 9.74 acres as surveyed by Christopher M. Vick R.L.S. #2164 on 9 March 2018.

Being the same property acquired by Hilleary Family Properties I, LLC, by virtue of a deed dated December 21, 2012, from William C. Hilleary, of record in Book 423, pages 610, et seq., Register's Office, Rhea County, Tennessee.

Tract II:

Map 003, Parcel 007.00

Beginning at a 1" pipe (found) being the westernmost corner of this described parcel as well as being located N 74°38'00" E 1567.22 feet from a power pole; thence going with the Teddy M. Dannel property and the Paul J. Olinger property N 53°00'21" E 1087.95 feet to a steel fence post; thence N 46°42'44" E 1415.14 feet to a 8" wood fence post; thence N 48°33'43" E 780.49 feet to a 1/2" pipe (set); thence leaving Olinger and going with the Mary Lynn Dobson property S 64°50'41" E 2979.51 feet to a 1/2" pipe (set); thence leaving Dobson and going with the Bobby E. Coulter and Rhonda K. Coulter property S 11°44'25" W 100.00 feet to a 1/2" pipe (set); thence S 63°59'48" E 136.22 feet to a 1/2" pipe (found); thence leaving Coulter and going with the J.C. Fugate and Connie Fugate property S 16°55'38" W 925.01 feet to a 1/2" pipe (found); thence leaving Fugate and going with the Philip T. Hodge and Marjorie T. Hodge property and the Dorvin R. Reed and Sandra K. Reed property and the Leslie Rachelle Burton property N 52°00'26" W 1050.27 feet to a stone; thence S 38°08'21" W 2965.71 feet to a stone; thence leaving Reed and going with the Hilleary Family Properties II, LLC property N 51°47'19" W 2996.68 feet to the beginning being 228.22 acres as surveyed by Christopher M. Vick R.L.S. #2164 on 9 March 2018.

Being the same property acquired by Hilleary Family Properties I, LLC, by virtue of a deed dated December 21, 2012, from William C. Hilleary, of record in Book 423, pages 745, et seq., Register's Office, Rhea County, Tennessee.

EXHIBIT "A" (5 PAGES)

TRACT 2:

Map 007, Parcel 018.00 and Part of Parcel 003.01

Beginning at a 6" wood fence post in the southeastern right-of-way of Possum Trot Road being located N 08°47'38" E 272.84 feet from a water valve and furthermore being located N 29°24'50" E 421.79 feet from a telephone box; thence leaving the road and going with the Imogen Lemons et al property S 66°46'27" E 157.61 feet to a 1" iron pipe (found); thence N 49°05'58" E 139.95 feet to a 6" wood fence post; thence N 38°42'23" E 84.42 feet to a 1" pipe (found); thence S 56°28'02" E 609.05 feet to a painted rock; thence N 32°55'31" E 1187.63 feet to a painted rock; thence S 55°34'29" E 264.00 feet to a 1/2" pipe (set); thence N 58°55'31" E 227.70 feet to a 1/2" pipe (set); thence leaving Lemons and going with the John P. Bourne and Anna Bourne property N 11°54'48" W 1567.27 feet to a painted rock; thence leaving Bourne and going with the Robert P. Vardaman and Joan M. Vardaman property N 69°32'52" E 404.42 feet to a 1/2" rebar (found); thence N 81°23'00" E 190.81 feet to a 12" hickory; thence N 68°31'46" E 263.11 feet to a nail (set) in 14" chestnut oak stump; thence N 51°14'40" E 27.30 feet to a nail (set) in 24" chestnut oak stump; thence N 66°01'09" E 44.06 feet to a stump; thence N 55°02'09" E 241.35 feet to a 18" hickory; thence N 62°48'09" E 54.46 feet to a 12" white oak; thence N 15°04'42" E 76.67 feet to a 18" hickory; thence N 00°17'52" W 55.39 feet to a 20" hickory; thence N 07°21'28" E 56.33 feet to a 20" hickory; thence N 25°54'36" E 239.53 feet to a 20" white oak; thence N 30°50'36" E 252.30 feet to a 1/2" rebar (found); thence N 33°29'36" E 179.26 feet to a 20" white oak; thence N 15°27'35" E 26.40 feet to a 24" chestnut oak; thence N 48°47'31" E 125.19 feet to a 1/2" rebar (found) at 6" wood fence post; thence leaving Vardaman and going with the Gloria F. Thurman & Joetta T. Barr, trustees property S 48°11'33" E 119.22 feet to a 1/2" pipe (set) at 10" wood fence post; thence N 33°09'41" E 771.30 feet to a set stone; thence N 55°23'38" W 496.97 feet to a 1/2" pipe (set) at 6" wood fence post; thence leaving Thurman and Barr and going with the James Christopher Harwood property N 40°43'33" E 556.25 feet to a 8" cross tie fence post; thence N 43°05'21" E 101.98 feet to a 4" wood fence post; thence N 36°08'28" E 625.22 feet to a 4" wood fence post; thence N 22°05'21" E 523.67 feet to a 4" wood fence post; thence N 28°26'30" E 333.34 feet to a 1/2" pipe (set); thence leaving Harwood and going with the Gloria F. Thurman and Joetta T. Barr, trustees property N 34°35'42" E 393.82 feet to a steel fence post; thence N 36°13'06" E 196.97 feet to a 1" pipe (found); thence N 38°30'45" E 2160.50 feet to a 1" pipe (found); thence leaving Thurman and Barr and going with the remainder of the Hilleary Family Properties I, LLC property N 79°50'22" E 1321.80 feet to a 1/2" pipe (set); thence N 04°48'44" W 3079.88 feet to a 1" pipe (set); thence leaving Hilleary and going with the Teddy M. Dannel property and the Paul J. Olinger property N 53°00'21" E 1087.95 feet to a steel fence post; thence N 46°42'44" E 1415.14 feet to a 8" wood fence post; thence N 48°33'43" E 780.49 feet to a 1/2" pipe (set); thence leaving Olinger and going with the Mary Lynn Dobson property S 64°50'41" E 2979.51 feet to a 1/2" pipe (set); thence leaving Dobson and going with the Bobby E. Coulter and Rhonda K. Coulter property S 11°44'25" W 100.00 feet to a 1/2" pipe (set); thence S 63°59'48" E 136.22 feet to a 1/2" pipe (found); thence leaving Coulter and going with the J. C. Fugate and Connie Fugate property S

16°55'38" W 925.01 feet to a 1/2" pipe (found); thence leaving Fugate and going with the Philip T. Hodge and Marjorie T. Hodge property and the Dorvin R. Reed and Sandra K. Reed property and the Lesley Rachelle Burton property N 52°00'26" W 1050.27 feet to a stone; thence S 38°08'21" W 2965.71 feet to a stone; thence continuing with Reed S 51°52'14" E 1226.54 feet to a 1/2" pipe (found); thence leaving Reed and going with the Wayne Blumer and Joyce Blumer property S 21°35'20" W 418.75 feet to a 1/2" pipe (found); thence leaving Blumer and going with the James Timothy Waldo and Lola Diane Waldo property S 22°00'50" W 631.77 feet to a 1/2" pipe (found); thence N 53°57'32" W 618.57 feet to a stone; thence continuing with the same S 47°46'59" W 125.00 feet to a 1 1/2" pipe (found); thence leaving Waldo and going with the John Clyde Fugate and Jessica Anne Fugate property S 47°17'16" W 480.61 feet; thence leaving Fugate and going with the North Utility District of Rhea County, Tennessee N 25°43'37" W 132.02 feet to a 5/8" rebar (found); thence S 58°47'04" W 150.04 feet to a 5/8" rebar (found); thence S 25°45'25" E 50.04 feet to a 5/8" rebar (found); thence S 64°12'05" W 100.11 feet to a 5/8" rebar (found); thence S 25°49'05" E 99.95 feet to a 5/8" rebar (found); thence N 62°05'38" E 163.52 feet; thence leaving North Utility District of Rhea County, Tennessee and again going with the John Clyde Fugate and Jessica Anne Fugate property S 47°17'16" W 846.94 feet to a 1/2" pipe (found); thence leaving Fugate and going with the Katie Lynne Lanningham, Trustee property being lot #1-9 of the Marvin Trewitt Subdivision N 59°11'18" W 223.12 feet to a 1/2" pipe (found); thence S 33°01'52" W 527.93 feet to a 1/2" pipe (found); thence S 33°02'05" W 907.59 feet to a 1/2" rebar (found); thence leaving Lanningham and going with the Jack H. Chattin and Linda J. Chattin property N 49°24'23" W 392.36 feet to a 1/2" rebar (found); thence S 35°35'18" W 3256.19 feet to a 5/8" rebar (found); thence S 43°12'26" E 655.40 feet to a 5/8" rebar (found); thence S 35°28'57" W 596.64 feet to a 2" pipe (found); thence S 14°08'55" W 310.27 feet to a 2" pipe (found); thence leaving Chattin and going with the Robert B. Rein, Trustee property S 35°17'31" W 649.76 feet to a 1/2" pipe (found) at a rock pile; thence leaving Rein and going with the Kirk L. Webb and Patricia A. Webb, Trustees property S 35°56'08" W 420.17 feet to a 1/2" pipe (found); thence S 35°32'35" W 508.54 feet to a 1/2" pipe (found); thence leaving Webb and going with the William P. Coombs and Karen A. Studer property S 30°13'19" W 1235.22 feet to a 1/2" pipe (found); thence S 45°49'54" E 95.92 feet to a 1/2" pipe (found) in a rock pile; thence leaving Coombs and Studer and going with the J. Coley Smith Family Trust et al property S 18°58'36" W 213.60 feet to a painted stone; thence leaving Smith and going with the Huber Engineered Woods LLC property S 51°11'38" W 3089.42 feet to a 1" pipe (found); thence leaving Huber Engineered Woods LLC property and going with the Brian Keith Brockman et al property S 44°26'12" W 397.31 feet to a 1/2" pipe (found); thence leaving Brockman and going with the Jane Dupree Richardson et al property N 42°38'55" W 776.59 feet to a 1/2" pipe (set); thence N 42°38'55" W 76.64 feet; thence leaving Richardson and going with the eastern right-of-way of Highlander Road along a curve having an arc length of 184.24 feet, with a radius of 575.07 feet and a chord of N 27°31'33" E 183.45 feet; thence N 12°11'18" E 77.13 feet; thence leaving the road and going with the David E. Horton Jr. property being lot #4, 5, & 1 of Trotter Hollow Subdivision N 56°09'29" E 214.99 feet to a 1/2" pipe (found); thence N 50°46'30" W 513.91 feet to a 1/2" pipe (found); thence N 50°48'18" W 154.59 feet to a 1/2" pipe

(found); thence N 04°03'34" W 46.47 feet to a 1/2" pipe (found); thence leaving Horton and lot #1 and going with the David Eugene Horton, Jr. property N 15°57'14" E 219.68 feet to a 1/2" pipe (found); thence N 77°36'07" W 221.61 feet to a 1/2" pipe (found); thence leaving Horton and going with the northeastern right-of-way of Trotter Road along a curve having an arc length of 236.70 feet, with a radius of 256.88 feet and a chord of N 33°51'55" W 228.42 feet; thence N 60°36'52" W 63.65 feet; thence leaving Trotter Road and going with the southeastern right-of-way of Possum Trotter Road N 27°55'18" E 248.61 feet to the beginning being 969.76 acres as surveyed by Christopher M. Vick R.L.S. #2164 on 9 March 2018.

Being part of the same property acquired by Hilleary Family Properties II, LLC, by virtue of a deed dated December 21, 2012, from William C. Hilleary, of record in Book 423, pages 591, et seq., Register's Office, Rhea County, Tennessee, (Parcel 003.01), and by virtue of a deed dated December 21, 2012, from William C. Hilleary, of record in Book 423, pages 735, et seq., Register's Office, Rhea County, Tennessee, (Parcel 018.00).

Included in the real property described above, but specifically EXCLUDED from this conveyance, are the following two tracts owned by Hilleary Family Properties I, LLC, and conveyed simultaneously herewith to Roddy Gap, LLC, be separate instrument:

Exception Tract I:

Map 012, Parcel 017.13

Beginning at a 1/2" pipe (found) being the southwestern corner of this described parcel as well as being located S 07°13'24" W 9961.86 feet from a power pole; thence going with the Hilleary Family Properties II, LLC property N 13°37'21" E 1435.09 feet to a 1/2" rebar (found); thence S 79°13'00" E 590.02 feet to a 2" pipe (found); thence leaving Hilleary Family Properties II, LLC and going with the Robert B. Rein, Trustee property S 35°17'31" W 649.76 feet to a 1/2" pipe (found) at a rock pile; thence leaving Rein and going with the Kirk L. Webb and Patricia A. Webb, Trustees property S 35°56'08" W 420.17 feet to a 1/2" pipe (found); thence S 35°32'35" W 508.54 feet to the beginning being 9.74 acres as surveyed by Christopher M. Vick R.L.S. #2164 on 9 March 2018.

Being the same property acquired by Hilleary Family Properties I, LLC, by virtue of a deed dated December 21, 2012, from William C. Hilleary, of record in Book 423, pages 610, et seq., Register's Office, Rhea County, Tennessee.

Exception Tract II:

Map 003, Parcel 007.00

Beginning at a 1" pipe (found) being the westernmost corner of this described parcel as well as being located N 74°38'00" E 1567.22 feet from a power pole; thence going with the Teddy M. Dannel property and the Paul J. Olinger property N 53°00'21" E 1087.95 feet to a steel fence post; thence N 46°42'44" E 1415.14 feet to a 8" wood fence post; thence N 48°33'43" E 780.49 feet 1/2" pipe (set); thence leaving Olinger and going with the Mary Lynn Dobson property S 64°50'41" E 2979.51 feet to a 1/2" pipe (set); thence leaving Dobson and going with the Bobby E. Coulter and Rhonda K. Coulter property S 11°44'25" W 100.00 feet to a 1/2" pipe (set); thence S 63°59'48" E 136.22 feet to a 1/2" pipe (found); thence leaving Coulter and going with the J.C. Fugate and Connie Fugate property S 16°55'38" W 925.01 feet to a 1/2" pipe (found); thence leaving Fugate and going with the Philip T. Hodge and Marjorie T. Hodge property and the Dorvin R. Reed and Sandra K. Reed property and the Leslie Rachelle Burton property N 52°00'26" W 1050.27 feet to a stone; thence S 38°08'21" W 2965.71 feet to a stone; thence leaving Reed and going with the Hilleary Family Properties II, LLC property N 51°47'19" W 2996.68 feet to the beginning being 228.22 acres as surveyed by Christopher M. Vick R.L.S. #2164 on 9 March 2018.

Being the same property acquired by Hilleary Family Properties I, LLC, by virtue of a deed dated December 21, 2012, from William C. Hilleary, of record in Book 423, pages 745, et seq., Register's Office, Rhea County, Tennessee.

TRACT 3:

Map 007, Part of Parcel 003.01

Beginning at a 1/2" pipe (set) in the southwestern right-of-way of Possum Trot Road being the western corner of this described parcel as well as being located S 29°25'30" W 125.14 feet from a telephone box; thence going with the said road right-of-way N 34°12'12" E 130.40 feet to a concrete monument; thence N 27°55'18" E 118.49 feet; thence leaving Possum Trot Road and going with the southwestern right-of-way of Trotter Road S 60°36'52" E 62.35 feet; thence along a curve having an arc length of 193.65 feet, with a radius of 201.51 feet and a chord of S 33°01'26" E 186.29 feet; thence S 05°06'36" W 42.28 feet; thence S 29°03'02" W 85.76 feet to a stone; thence leaving the road and going with the Cecil. C Bonoan property N 69°06'25" W 256.06 feet to the beginning being 1.15 acres as surveyed by Christopher M. Vick R.L.S. #2164 on 9 March 2018.

TRACT 4:

Map 007, Part of Parcel 003.01

Beginning at a 1/2" pipe (found) in the southwestern right-of-way of Trotter Road being the eastern corner of this described parcel as well as being located N 30°30'19" W 136.35 feet from a power pole and furthermore being located N 61°33'18" W 151.59 from another power pole; thence leaving the road and going with the Terry L. Trammell and

Tracy L. Trammell property S 43°50'59" W 191.75 feet to a 1/2" pipe (found); thence S 30°06'00" W 128.59 feet to a 1" pipe (found); thence leaving Trammell and going with the Billy Smithwick and Karen Smithwick property N 21°38'16" W 252.48 feet to a 1/2" pipe (found); thence N 21°25'12" W 88.10 feet to a 1/2" pipe (found); thence N 21°43'41" W 117.88 feet to a 1" pipe (found); thence leaving Smithwick and going with the Lydia Evelyn Wolfe property N 38°28'57" E 169.15 feet to a 1/2" pipe (set); thence N 53°19'34" W 31.40 feet to a 1" pipe (found); thence N 40°10'33" E 35.81 feet to a 1/2" pipe (found); thence leaving Wolfe and going with the Cecil C. Bonoan property N 37°49'38" E 239.54 feet to a stone; thence leaving Bonoan and going with the Western right-of-way of Trotter Road S 14°46'52" W 98.72 feet; thence along a curve having an arc length of 111.17 feet, with a radius of 235.82 feet and a chord of S 03°22'05" E 110.14 feet; thence S 15°07'24" E 248.70 feet to a 1/2" pipe (found); thence along a curve having an arc length of 29.91 feet, with a radius of 139.73 feet and a chord of S 21°15'18" E 29.85 feet to a 1/2" pipe (found); thence along a curve having an arc length of 93.21 feet, with a radius of 215.59 feet and a chord of S 39°46'20" E 92.48 feet to the beginning being 2.89 acres as surveyed by Christopher M. Vick R.L.S. #2164 on 9 March 2018.

Note: The above described tract is subject to an access easement running with the existing driveway leading to the Smithwick property as noted in Book 379 Page 233.

TRACT 5:

Map 007, Part of Parcel 003.01

Beginning at a steel fence post located in the southeastern right-of-way of Highlander Road being the westernmost corner of this described parcel as well as being located N 48°29'43" E 136.66 feet from a power pole; thence going with the said road right-of-way N 38°31'47" E 192.60 feet; thence N 51°19'52" E 251.80 feet to a 1/2" pipe (found); thence leaving the road and going with the Jane Dupree Richardson et al property S 42°40'08" E 836.81 feet to a 1/2" pipe (found); thence leaving Richardson and going with the Brian Keith Brockman et al property and the Della B. Johnson, Trustee property S 43°49'46" W 441.85 feet to a 1/2" pipe (found); thence leaving Johnson and going with the Lee R. Reed property N 42°42'05" W 851.89 feet to the beginning being 8.68 acres as surveyed by Christopher M. Vick R.L.S. #2164 on 9 March 2018.

Tracts 3, 4 and 5 being part of the same property acquired by Hilleary Family Properties II, LLC, by virtue of a deed dated December 21, 2012, from William C. Hilleary, of record in Book 423, pages 591, et seq., Register's Office, Rhea County, Tennessee.