

**CONSERVATION EASEMENT**  
**BASELINE DOCUMENTATION REPORT**  
**COUNTRY WOOD LANE, LLC**  
**MORGAN COUNTY, TENNESSEE**  
**12-27-2018**



Prepared by:

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**Foothills Land Conservancy – Rockford, TN**

**BASELINE DOCUMENTATION REPORT**  
**COUNTRY WOOD LANE, LLC**  
**CONSERVATION EASEMENT**

**Baseline data for Conservation Easement granted by Country Wood Lane, LLC in Morgan County, Tennessee, to Foothills Conservancy.**

Prepared by:



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**Lead Author:** Shelby Lyn Sanders  
Foothills Land Conservancy



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**Co-Author:** Tom Howe  
Foothills Land Conservancy



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

**Contributing Authors**

**Matthew Moore**—contributed photographs and species data

**Meredith Clebsch**—document development, contributed photographs and species data

(See Preparer Qualifications below)

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## PROJECT BRIEF

**Size:** Approximately 615.65 acres

**Location:** Morgan County, TN

**USGS Quad(s):** Camp Austin / Harriman

**Elevation:** 1040'-1690' mean sea level

**Watershed(s):** HUC\_8 06010208—Emory River ← HUC\_12 060102080405—Little Emory River / HUC\_8 06010208—Emory River ← HUC\_12 060102080408—Emory River Lower

**Level IV Ecoregion(s):** Cumberland Plateau (68a)

The Country Wood Lane, LLC property (henceforth “the Property”) consists of approximately 615.65 acres of forested land located about four miles northeast of Harriman and about six miles southeast of Wartburg in southern Morgan County, Tennessee. The property is entirely forested, predominantly by species associated with the Allegheny-Cumberland Dry Oak Forest. Portions of two streams, Ivy Branch and Muddy Branch, extend briefly into the property in addition to three other unnamed drainages on its south side. Cooke Knob, a 1,690' prominence associated with Walden Ridge, is contained within the property's boundaries.

The property's scenic and relatively rural location in proximity to Knoxville makes it more susceptible to development, which has already increased significantly over the last few decades. The property is being preserved for its scenic open space forest, its importance as an ecological buffer between nearby protected natural areas including Catoosa Wildlife Management Area and Lone Mountain State Forest, its public benefit as an aesthetic buffer amid increasing residential, commercial, and industrial development, and for the protection of its relatively natural habitat for wildlife.

**BACKGROUND INFORMATION**

**OWNER ACKNOWLEDGEMENT OF CONDITIONS**

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

12/27/2014  
Date


**For the Grantor:**

**Country Wood Lane, LLC**

By: Blackland Group, LLC

Its: Manager

**Blackland Group, LLC**

By:   
A. Kyle Carney, Manager

**For the Grantee:**



**William C. Clabough, Sr.**

Foothills Land Conservancy

**OWNERSHIP INFORMATION**

Country Wood Lane, LLC  
15 Professional Court  
Rome, Georgia 30165  
Attn: A. Kyle Carney

## **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 Section 66-49-301 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 DIRECTORS  
RESOLUTION ACCEPTING CONSERVATION EASEMENT**

Date: 11-8-18

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 Country Wood Lane, LLC, Morgan County, Tennessee.

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

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



**MINUTES OF BOARD 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 Projection 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:

<b>Approval</b>	<b>Date</b>	<b>Project</b>	<b>County</b>	<b>State</b>
<b>FINAL</b>	<b>11/8/2018</b>	<b>Country Wood Lane, LLC</b>	<b>Morgan</b>	<b>TN</b>

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

**RECITALS**  
**from COUNTRY WOOD LANE, LLC**  
**CONSERVATION EASEMENT**

(CE of 12-14-18)

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

WHEREAS, Grantor is the owner in fee simple of approximately Six Hundred Fifteen and 65/100 (615.65) acres of real property, more or less, located in Morgan 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, Morgan County, Tennessee, and the people of, and visitors to, the State of Tennessee, including visitors to the Big South Fork National River and Recreation Area, Frozen Head State Park, the Obed Wild and Scenic River, Historic Rugby, and other parks and natural areas in and around Morgan 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 Country Wood Lane, LLC property is located within the Level III Southwestern Appalachians Ecoregion 68, and the Level IV Cumberland Plateau Ecoregion 68a. According to the Nature Conservancy, this region is “...the world’s longest hardwood-forested plateau and is widely considered one of the most biologically rich regions on Earth, rivaling the biodiversity of tropical rainforests”; and

WHEREAS, within the HUC 12—Little Emory River watershed, the Tennessee Department of Environment and Conservation (TDEC) lists four species of conservation concern, two of which—the Valley Flame crayfish (*Cambarus deweesae*) and smoky shrew (*Sorex fumeus*)—could occur on the property; and

WHEREAS, within the HUC 12—Emory River Lower watershed, twenty-nine species are listed as being of conservation concern; that number is quite significant and includes four fish, eighteen plants, three mussels, two crayfish, a lizard, and a neotropical migratory warbler; and

WHEREAS, the U.S. Fish & Wildlife Service (USFWS) Information for Planning and Conservation (IPaC) lists twelve federally threatened or endangered species that could potentially be impacted by conservation measures on the Property. These include two endangered and one threatened *Myotis* bat species, the threatened spotfin chub (*Erimonax monachus*), five endangered mussel species, and one endangered and two threatened plant species; and

WHEREAS, two species noted on the property are considered “Priority Species” by the Appalachian Mountain Joint Venture, a regional partnership of over forty-five state and federal agencies, conservation organizations, and universities dedicated to conserving habitat for the benefit of birds and other wildlife in the Appalachian Region. These two species are the Kentucky Warbler (*Geothlypis formosa*), which is listed as Highest priority, and Yellow-throated Vireo (*Vireo flavifrons*), which is listed as Moderate priority. These two birds are also listed as species of regional concern by Partners in Flight, another network of organizations engaged in landbird conservation. The protection of the property’s natural habitat will support and help secure these important species as the effects of climate change and other anthropogenic factors continue to increase; and

WHEREAS, a brief species list compiled during a site visit on 9-6-18 included forty-three tree species, nine of which were oak and hickory species, plus 168 other shrubs and herbs. The predominance of oaks and hickories coupled with the presence of American beech, black gum, and black cherry provides mast for the consistent presence of desirable wildlife species such as Wild Turkey and white-tailed deer; and

WHEREAS, the property is located within the Catoosa/Emory River Conservation Opportunity Area (COA), as designated by the Tennessee State Wildlife Action Plan (SWAP). This COA is home to one of the largest tracts of contiguous forest in the state, thanks to over 300,000 acres of publicly-owned lands that offer not only a variety of outdoor recreation opportunities but also important habitat for the many wildlife species that require large blocks of unbroken forest. The property is located in an area of ‘Medium’ habitat priority within this COA, underscoring the value of its forests and the habitat they provide; and

WHEREAS, according to the USFWS National Wetlands Inventory, portions of several permanently flooded streams traverse the property. These include two named streams, Ivy Branch and Muddy Branch, as well as at least five unnamed drainages. Protection of streams of this size benefits not only the array of plants and animals using them directly for habitat, refuge, feeding areas, or as a travel corridor, but also the nearly 117 million people in the United States who get their drinking water from public systems that rely on these streams. Streams also reduce pollution by absorbing rainwater, runoff, sediment, and excess nutrients before they reach larger water bodies downstream; and

WHEREAS, the richness and importance of the region’s biodiversity is further attested to by the considerable amount of protected land in the immediate area. The natural habitat found on the property will join several state-protected natural areas within five miles, including Lone Mountain State Forest, Catoosa Wildlife Management Area, and Frozen Head State Park, in achieving conservation goals by creating a larger, more contiguous natural landscape. To that end, the property plays a supporting role as a buffer between these preserved areas and encroaching development; and

WHEREAS, according to NatureServe, TWRA has identified parts of the property as well as a large expanse of adjacent lands as providing important habitat as described in the State Wildlife Action Plan. TWRA’s designation of the property’s forests as ‘Priority Habitat’ and its proximity to the similarly designated lands nearby underscores the Property’s ecological value as a buffer and corridor, creating connectivity among a mosaic of habitat types; and

WHEREAS, housing density in the area has increased from Being classified as nearly undeveloped to one dwelling unit for every 30-40 acres in a good portion of the area. Future projection shows the density in the area creeping up to one dwelling unit for every 10-20 acres. This conservation easement will aid in curtailing development in this open space and protect the land for the benefit of the public; it will protect the natural landscape and scenery of the area, both of which are being lost to development while being sought as relief from the fast pace and closeness of urban life; 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) 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 Morgan County, Tennessee Register of Deeds.

## CONSERVATION VALUES

The conservation values that make the Country Wood Lane, 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 9-6-18 by Meredith Clebsch, FLC Land Director, and FLC Biologists Tom Howe and Matthew Moore.

### LANDSCAPE AND CONSERVATION CONTEXT

The Country Wood Lane, LLC property is located within the Level III Southwestern Appalachians Ecoregion 68, and along the eastern edge of the Level IV Cumberland Plateau Ecoregion 68a. This ecoregion has elevations ranging from 1,200-2,000 feet, with the Crab Orchard Mountains reaching over 3,000 feet. Pennsylvanian-age conglomerate, sandstone, siltstone, and shale is covered by mostly well-drained, acid soils of low fertility (Griffith, et al, 1998). The region is forested, with some agriculture and coal mining activities. The Cumberland Plateau runs diagonally across Tennessee in a 450-mile-long swath between Nashville and Knoxville and, according to The Nature Conservancy, is said to be

*“...the world’s longest hardwood-forested plateau and is widely considered one of the most biologically rich regions on Earth, rivaling the biodiversity of tropical rainforests.”*  
(The Nature Conservancy, 2003)

The general forest type for the region is Mixed Mesophytic. The distinctiveness of this forest type is classified as Globally Outstanding, and the conservation status is classified as Critically Endangered (WWF, 2018).

### NATURAL HABITAT



Allegheny-Cumberland Dry Oak Forest

The property’s primary forest type is the Allegheny-Cumberland Dry Oak Forest and Woodland, dotted with smaller patches of South-Central Interior Mesophytic Forest along the drainages, Appalachian Hemlock-Hardwood Forest on the lower slopes, and Southern Appalachian Low Mountain Pine Forest at some higher points on its northern side above Ivy Branch. The oak forest system is described by NatureServe 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 (*Q. alba*), black oak (*Q. velutina*), pignut hickory (*Carya glabra*) and black gum (*Nyssa sylvatica*). The mix of species includes some more mesic elements such as tulip poplar (*Liriodendron tulipifera*), and sweetgum (*Liquidambar styraciflua*) as it intergrades with the mesophytic forest in the drainages (NatureServe, 2018). A brief species list compiled during a site visit included 43 tree species (nine of which were oak and

hickory species) plus 168 other shrubs and herbs. The predominance of oaks and hickories coupled with the additional presence of American beech, black gum, and black cherry provides hard and soft mast for the consistent presence of desirable wildlife species such as wild turkey

and white-tailed deer. The complete lists of observed species are tabulated in the Flora & Fauna Reports section below.

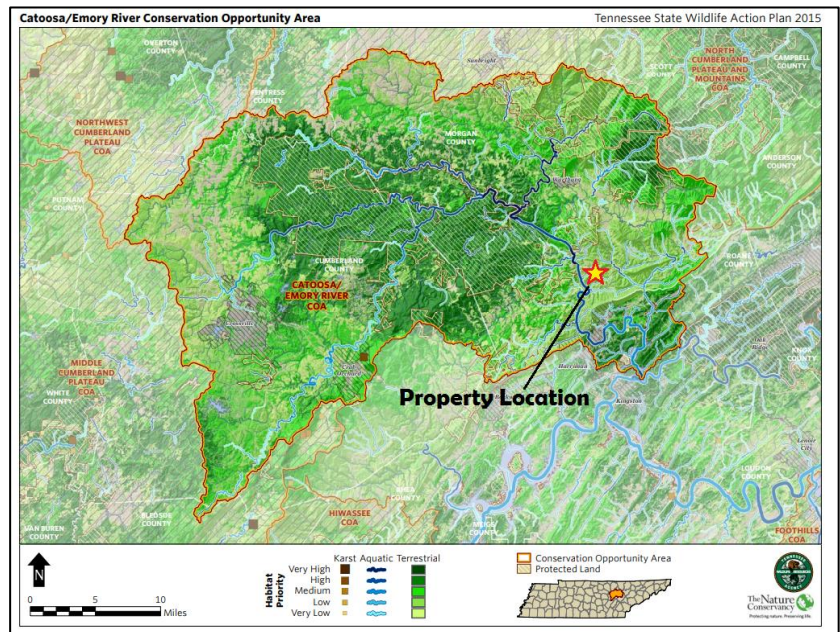
Within the HUC 12—Little Emory River watershed, the Tennessee Department of Environment and Conservation (TDEC) lists four species of conservation concern, two of which—the Valley Flame crayfish (*Cambarus deweesae*) and smoky shrew (*Sorex fumeus*)—could occur on the property (TDEC, 2018). Within the HUC 12—Emory River Lower watershed, the number of species of conservation concern is quite significant at 29 and includes four fish, 18 plants, three mussels, two crayfish, a lizard, and neotropical migratory warbler (TDEC, 2018). A complete list provided by TDEC of the endangered and threatened species found within five miles of the Property is included in the Flora & Fauna Reports section below.

According to the USFWS National Wetlands Inventory, portions of several streams traverse the property and are classified as **R5UBH**, indicating a permanently-flooded riverine system with an unconsolidated bottom (USFWS, 2018). These include two named streams—Ivy Branch, which drains the property to the west of Cooke Knob, and Muddy Branch, which runs roughly along the northern boundary—plus at least five unnamed drainages draining the southern portion of the property. The Environmental Protection Agency (EPA) states that

*“...the health of small streams is critical to the health of the entire river network and downstream communities. These small streams often appear insignificant, but in fact are very important, as they feed into and create our big rivers.”*

The protection of streams of this size benefits not only the array of plants and animals using them directly for habitat, refuge, feeding areas, or as a travel corridor, but also the nearly 117 million people in the United States who get their drinking water from public systems that rely on these streams (EPA, 2013). Streams such as the one on the property reduce pollution by absorbing rainwater, runoff, sediment, and excess nutrients before they reach larger water bodies downstream.

The property is located within the Catoosa/Emory River Conservation Opportunity Area (COA), as designated by the Tennessee State Wildlife Action Plan (TWRA, 2015). This COA is home to one of the largest tracts of contiguous forest in the state, with 300,000 acres of publicly-owned lands that offer not only a variety of outdoor recreation opportunities but also important habitat for the many wildlife species that require large blocks of unbroken forest. The property is located in an area of ‘Medium’ habitat priority within this COA (see map), underscoring the value of its forests and the habitat they provide.



Catoosa/Emory River COA. TWRA, 2015.

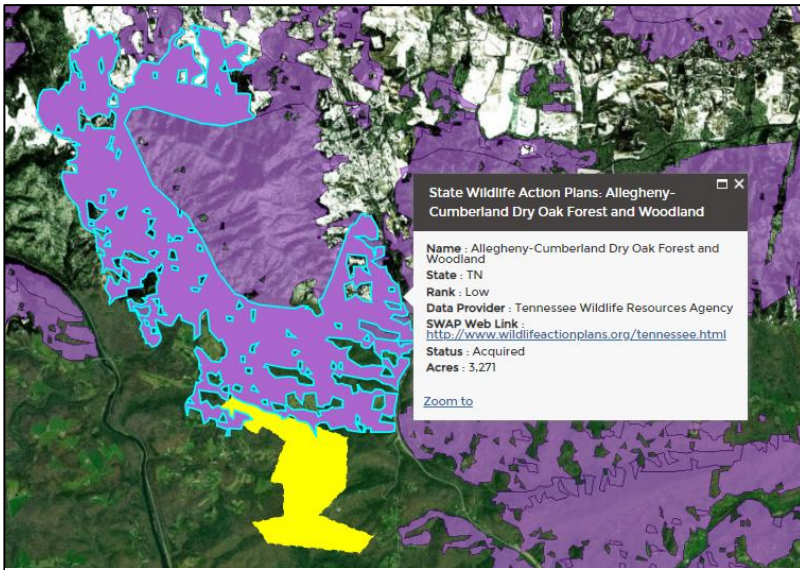
The richness and importance of the region's biodiversity is further attested to by the considerable amount of protected land in the immediate area. The natural habitat found on the property will join several state-protected natural areas within five miles in achieving conservation goals by creating a larger, nearly contiguous natural landscape. This includes Lone Mountain State Forest, Catoosa Wildlife Management Area, and Frozen Head State Park. To that end, the property plays a supporting role as a buffer between these preserved areas and encroaching development.

According to the Outdoor Industry Association, outdoor recreation contributes significantly to Tennessee's economy. Activities including fishing, hunting, wildlife watching, and shooting sports generate \$1.4 billion in state and local tax revenue annually, and provide 188,000 direct jobs (OIA, 2018). Catoosa Wildlife Management Area is located roughly four miles west of the property. This property encompasses 82,000 acres of forestland, and is managed to create hunting opportunities for deer, turkey, wild hog, squirrels, grouse, and other small game. In addition, the area draws visitors with plenty of hiking, biking, and other recreation opportunities (TWRA, 2018). Frozen Head State Park and Natural Area is five miles to the northeast of the property and offers an additional 24,000 protected acres for recreation and wildlife use in the vicinity. It features 14 peaks exceeding 3,000 feet in elevation, providing expansive views of the surrounding landscape (including the property). It also supports high breeding populations of Neotropical migrants such as the Cerulean Warbler, making it an Important Bird Area as designated by the National Audubon Society (TOS, 2008). The addition of the property's protected habitat to this network of existing protected habitats available in the state park and natural area provides an expansion of resources for wildlife and a buffer amid growing development pressures, both critical in reducing fragmentation and degradation of the remaining habitat in the area. The protection of the property thus aids in preserving the vitality of the state park and natural area, so that it continues to be a valuable resource for public recreation.

The USFWS Information for Planning and Conservation (IPaC) lists 12 federally threatened or endangered species that could potentially be impacted by conservation measures on the Property. These include two endangered and one threatened *Myotis* bat species, the threatened spotfin chub (*Erimonax monachus*), five endangered mussel species, and one endangered and two threatened plant species (USFWS, 2018a).

History has shown that bird species that are abundant today can suffer decimating population collapses with surprising rapidity—the Passenger Pigeon crashed from 3 billion birds to none in just 40 years. Two species noted on the property are considered “Priority Species” by the Appalachian Mountain Joint Venture, a regional partnership of over 45 state and federal agencies, conservation organizations, and universities dedicated to conserving habitat for the benefit of birds and other wildlife in the Appalachian Region (AMJV, 2018). These are the Kentucky Warbler (‘Highest’ priority) and Yellow-throated Vireo (‘Moderate’ priority). These two birds are also listed as species of regional concern by Partners in Flight, another network of organizations engaged in landbird conservation (Partners in Flight, 2017). The protection of the property's natural habitat will support and help secure these important species as the effects of climate change and other anthropogenic factors continue to increase.





**Country Wood Lane, LLC property (in yellow) with TN SWAP priority habitat (purple).**

According to LandScope, TWRA has identified parts of the property as well as a large expanse of adjacent lands as providing important habitat as described in the State Wildlife Action Plan (LandScope, 2018). As part of this plan, potential sources of stress affecting GCN species and their habitats across the state were identified. Of these 37 issues, incompatible land use and development were deemed the primary problem facing the widest variety of species and habitats statewide (TWRA, 2015a). To mitigate these impacts, the Tennessee SWAP designated

Priority Habitats based on the distribution and preference of GCN species. As noted in the SWAP, one of the most commonly implemented actions is habitat acquisition, either by means of fee-title ownership or permanent protective easements. TWRA’s designation of the property’s forests as ‘Priority Habitat’ and its proximity to the similarly designated lands nearby underscores its ecological value as a buffer and corridor, creating connectivity among a mosaic of habitat types.

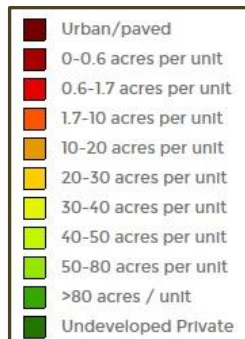
### ***Conservation Management Areas (CMAs)***

For the best protection of the property’s resources, Conservation Management Areas have been designated (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.

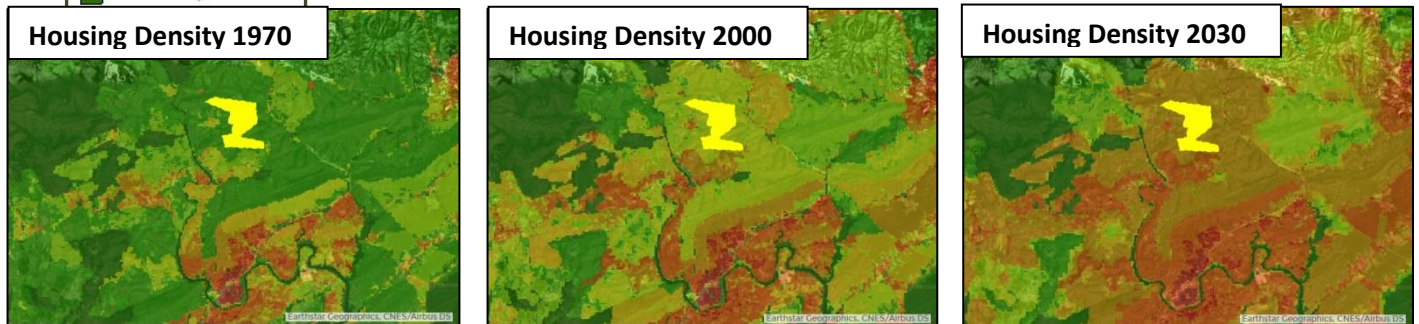
Conservation Management Area A covers any of the Property not included in Area B. Conservation Management Area B includes the six small streams/drains on the property, as well as a 100’ buffer around these features. In addition to the general restrictions, some reserved rights may be limited, and existing uses may be allowed to continue. These are described in the Conservation Easement.



## OPEN SPACE



The maps below (NatureServe, 2018a) demonstrate the progression of development from 1970-2000, with a projection to 2030. Housing density has increased from nearly undeveloped to 30-40 acres/unit in a good portion of the area. Future projection shows the density creeping into the area at 10-20 acres/unit. The natural landscape and scenery that is being lost and which is increasingly sought out as relief from the fast pace and closeness of urban life would be preserved for the public's benefit through this easement's curtailing development in this open space.



Housing density data, 1970-2030. NatureServe, 2018a.

The undeveloped woodland ridge of the Property present a scenic backdrop to the local community, maintaining the rugged forested character of the region. This scenery is visible from Jim Hawn Road, Deermont Road, Heritage Hills Road, Bill Ruppe Road and Johnson Road.

**In summary**, as an integral component of one of the remaining relatively intact ecosystems of the Cumberland Plateau, adding permanent protections to the Country Wood Lane, LLC property will support 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 as climate change plays out. 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 the sandstones of the Rockcastle Conglomerate, with smaller areas composed of the shale, sandstone, siltstone, and thin coalbeds of the Crooked Fork Group. Both of these formations are of Pennsylvanian age, with the Crooked Fork Group having a thickness of 200-450' and the Rockcastle Conglomerate varying from 150-220' (USGS, 2016).

## **SOILS**

Across the property, the dominant soil type (53.7% of the total acreage) is the Gilpin-Boulin-Petros complex (25-80% slopes). According to the NRCS, the major use of this soil type is Woodland, with cove hardwoods being the primary vegetation type. The next most prevalent soil (18.3% of the total acreage) is the Lily-Gilpin complex (12-20% slopes), which is rated 'Moderately Suited' for building site development (NRCS, 2018a and 2018b). The names and locations of all soil types found on the property are shown in the Maps section.

## **LAND USE INFORMATION**

The property has most likely been used for hunting and timbering.

## **ANTHROPOGENIC FEATURES**

A road provides access through the center of the property, as well as to a cell tower to the east and an old communications structure to the west. There are also other minor ATV trails across the property.

## FLORA AND FAUNA REPORTS

### TN NATURAL HERITAGE DATABASE REPORT ON LISTED SPECIES

(found within 5 miles of Property)

Type	Scientific Name	Common Name	Global Rank	State Rank	Fed. Prot.	St. Prot.	Habitat
Vertebrate Animal	<i>Percina aurantiaca</i>	<b>Tangerine Darter</b>	G4	S3	--	D	Large-moderate size headwater tribs to Tennessee River, in clear, fairly deep, rocky pools, usually below riffles.
Vascular Plant	<i>Thuja occidentalis</i>	<b>Northern White Cedar</b>	G5	S3	--	S	Calcareous Rocky Seeps, Cliffs
Invertebrate Animal	<i>Cambarus deweesae</i>	<b>Valley Flame Crayfish</b>	G4	S1	--	E	Primary burrower; open areas with high water tables; northern Ridge & Valley.
Vascular Plant	<i>Ribes missouriense</i>	<b>Missouri Gooseberry</b>	G5	S2	--	S	Rocky Woods
Vertebrate Animal	<i>Erimonax monachus</i>	<b>Spotfin Chub</b>	G2	S2	LT, XN, PXN	T	Clear upland rivers with swift currents & boulder substrates; portions of the Tennessee River watershed.
Vascular Plant	<i>Spiraea virginiana</i>	<b>Virginia Spiraea</b>	G2	S2	LT	E	Stream Bars And Ledges

# OBSERVED SPECIES LIST during site visit on 9-6-18 (plants after Weakley, A.S., 2015)

HERBACEOUS PLANTS	
<i>Adiantum pedatum</i>	Northern Maidenhair
<i>Agrimonia roseolata</i>	Beaked Agrimony
<i>Ambrosia artemisiifolia</i>	Annual Ragweed
<i>Ampeloceraea bracteata</i>	Hog Peanut
<i>Andropogon virginicus</i>	Broomsedge Blue Stem
<i>Antennaria quinquefolia</i>	Wood Antennome
<i>Antennaria plantaginifolia</i>	Pussytoes
<i>Aralia racemosa</i>	American Spikenard
<i>Aralia spinosa</i>	Devil's Walkingstick
<i>Arnica montana</i>	Pale Indian Plantain
<i>Asplenium platyneuron</i>	Ebony Spleenwort
<i>Aster ontariensis</i>	Ontario Aster
<i>Athyrium asplenoides</i>	Southern Lady Fern
<i>Bidens bipinnata</i>	Spanish Needles
<i>Bidens sp.</i>	Beggar-ticks
<i>Boehmeria cylindrica</i>	False Nettle
<i>Botrypus virginianus</i>	Rattlesnake Fern
<i>Brachyelytrum erectum</i>	Common Shortstuck
<i>Buddleja davidii</i>	Orange-eye Butterfly-bush
<i>Calycanthus floridus</i>	Sweetshrub
<i>Campnula divaricata</i>	Southern Harebell
<i>Carex pensylvanica</i>	Pennsylvania Sedge
<i>Chamaecrista fasciculata</i>	Partridge Pea
<i>Chamaecrista nictitans</i>	Southern Sensitive Plant
<i>Chasmodon laxum</i>	Slender Spikegrass
<i>Chasmodon sessiliflorum</i>	Longleaf Spikegrass
<i>Chimaphila maculata</i>	Pipsissewa
<i>Cirsium discolor</i>	Field Thistle
<i>Cladonia cristatella</i>	British Soldier Lichen
<i>Collinsonia</i>	Richweed
<i>Conoclinium coelestinum</i>	Mistflower
<i>Coryza canadensis</i>	Common Horseweed
<i>Coreopsis major</i>	Whorled Coreopsis
<i>Crotan monanthogynus</i>	Hawthorn
<i>Cunila organoides</i>	Prairie Tea
<i>Cypripedium acaule</i>	Wild Oregon
<i>Daucus carota</i>	Pink Lady's-slipper
<i>Demissa punctilobula</i>	Queen Ann's Lace
<i>Desmodium rotundifolium</i>	Hay-scented Fern
<i>Dichanthelium laxiflorum</i>	Prostrate Tick Trefail
<i>Diodella teres</i>	Openflower Rosette Grass
<i>Dioscorea villosa</i>	Poorioe
<i>Diphysastrum digitatum</i>	Wild Yam
<i>Doellingeria infirma</i>	Common Running-cedar
<i>Dryopteris marginalis</i>	Appalachian Flat-topped Aster
<i>Eleoagnus umbellata</i>	Marginal Woodfern
<i>Elephantopus tomentosus</i>	Autumn Olive
<i>Eragrostis repens</i>	Common Elephant's-foot
<i>Erechtites hieracifolius</i>	Trailing Arbutus
<i>Eriogonum strigosus</i>	American Burnweed
<i>Euonymus americanus</i>	Prairie Fleabane
<i>Eupatorium album</i>	Strawberry Bush
<i>Eupatorium capillifolium</i>	White Thoroughwort
<i>Eupatorium perfoliatum</i>	Common Dog-fennel
<i>Eupatorium rotundifolium</i>	Boneset
<i>Eupatorium sessilifolium</i>	Round-leaved Thoroughwort
<i>Eupatorium sessilifolium</i>	Latelowering Thoroughwort
<i>Eupatorium sessilifolium</i>	Britton's Eupatorium
<i>Eupatorium torreyanum</i>	Torrey's Eupatorium
<i>Euphorbia corollata</i>	Eastern Flowering Spurge
<i>Euphorbia nutans</i>	Eyebane
<i>Eurybia divaricata</i>	Woodland Aster
<i>Eutrochium psittacum</i>	Joe Pye Weed
<i>Eutrochium purpureum</i>	Joe Pye Weed
<i>Frangula coccinea</i>	Carolina Buckhorn
<i>Gaylussacia bacata</i>	Southern Forest Beestraw
<i>Geranium maculatum</i>	Black Huckleberry
<i>Goodyera pubescens</i>	Wild Geranium
<i>Hedeoma pulegioides</i>	Downy Rattlesnake Plantain
<i>Heliopsis scabra</i>	American Pennyroyal
<i>Heliopsis scabra</i>	Hairy Sunflower
<i>Heliopsis scabra</i>	Small-headed Sunflower
<i>Heliopsis scabra</i>	American Alumroot
<i>Hexastylis arifolia var. rufithili</i>	Ruth's Little Brown Jug
<i>Hieracium gronovii</i>	Beaked Hawkweed
<i>Hieracium venosum</i>	Velvety Hawkweed
<i>Hydrocotylum nudiflorum</i>	Naked Tick-trefail
<i>Hypericum crux-andreae</i>	St. Peter'swort
<i>Hypericum frondosum</i>	Redwinged St. Johnswort
<i>Hypericum sp.</i>	Reclining St. Andrew's Cross
<i>Hypoxis hirsuta</i>	Pine ssp
<i>Hypoxis hirsuta</i>	Yellow Star-grass
<i>Iris cristata</i>	Morning Glory
<i>Kalmia latifolia</i>	Dwarf Crested Iris
<i>Lespedeza cuneata</i>	Mountain Laurel
<i>Lespedeza cuneata</i>	Roundhead Lespedeza
<i>Lespedeza procumbens</i>	Chinese Lespedeza
<i>Leucanthemum vulgare</i>	Downy Trailing Lespedeza
<i>Ligustrum sinense</i>	Oxeye Daisy
<i>Lobelia cardinalis</i>	Chinese Privet
<i>Lobelia inflata</i>	Cardinal Flower
<i>Lobelia puberula</i>	Indian-tobacco
<i>Loranthaceae</i>	Netted Chain Fern
<i>Lycopus virginicus</i>	Downy Lobelia
<i>Lygodium palmatum</i>	Virginia Bugleweed
<i>Marianthemum racemosum</i>	Climbing Fern
<i>Medeola virginiana</i>	False Solomon's Seal
<i>Microstegium vimineum</i>	Cucumber-root
<i>Mitchella repens</i>	Japanese Stilt Grass
<i>Monarda fistulosa</i>	Partridge-berry
<i>Muscadina rotundifolia</i>	Wild Bergamot
<i>Nabalus sp.</i>	Muscadine
<i>Onoclea sensibilis</i>	Rattlesnake Root
<i>Osmunda spectabilis</i>	Sensitive Fern
<i>Osmunda spectabilis</i>	Royal Fern
<i>Oxalis stricta</i>	Cinnamon Fern
<i>Oxypolis rigidior</i>	Common Yellow Oxalis
<i>Panicum flexile</i>	Cowbane
<i>Panicum sp.</i>	Wiry Panic Grass
<i>Parthenocissus quinquefolia</i>	Panic Grass
<i>Paspalum lutea</i>	Virginia Creeper
<i>Penilla frutescens</i>	Eastern Yellow Passionflower
<i>Persicaria punctata</i>	Beetsteak-plant
<i>Persicaria virginiana</i>	Dotted Smartweed
<i>Phlox pilularis</i>	Virginia Knotweed
<i>Phytolacca americana</i>	Broad-beech Fern
<i>Pityopsis graminifolia</i>	Common Pokeweed
	Narrowleaf Silkgrass
<i>Plantago rugelii</i>	Blackseed Plantain
<i>Polystichum acrostichoides</i>	Christmas Fern
<i>Polytrichum commune</i>	Haircap Moss
<i>Potentilla canadensis</i>	Dwarf Cinquefoil
<i>Potentilla indica</i>	Indian Strawberry
<i>Potentilla simplex</i>	Common Cinquefoil
<i>Pseudognaphalium obtusifolium</i>	Fragrant Rabbit Tobacco
<i>Pteridium latiusculum</i>	Southern Bracken
<i>Pycnanthemum pycnanthemoides</i>	Southern Mountain Mint
<i>Pyrola pubera</i>	Oil-nut
<i>Rhododendron maximum</i>	Great Rhododendron
<i>Rhododendron sp.</i>	Azalea
<i>Rhus copallinum</i>	Winged Sumac
<i>Rhus glabra</i>	Smooth Sumac
<i>Rubus canadensis</i>	Smooth Blackberry
<i>Rudbeckia fulgida</i>	Orange Coneflower
<i>Rubus canadensis</i>	Common Elderberry
<i>Sarcocolla marilandica</i>	Maryland Santicle
<i>Schizachyrium scoparium</i>	Little Bluestem
<i>Scutellaria sp.</i>	Skullcap
<i>Setaria pumila</i>	Yellow Foxtail
<i>Smilacina uveallii</i>	Hairy Leafcup
<i>Smilax boreo-nor</i>	Catbar
<i>Smilax glauca</i>	Glaucous Greenbrier
<i>Smilax rotundifolia</i>	Common Greenbrier
<i>Solidago altissima</i>	Tall Goldenrod
<i>Solidago arguta</i>	Atlantic Goldenrod
<i>Solidago caesia</i>	Bluestem Goldenrod
<i>Solidago erecta</i>	Erect Goldenrod
<i>Solidago gigantea</i>	Giant Goldenrod
<i>Solidago nemoralis</i>	Gray-stem Goldenrod
<i>Solidago rugosa</i>	Rough-leaved Goldenrod
<i>Sphagnum sp.</i>	Peat Moss
<i>Spargelia montanica</i>	Indian Pink
<i>Symphoricarpon cordifolium</i>	Heart-leave d Aster
<i>Symphoricarpon lanceolata</i>	Eastern Lined Aster
<i>Symphoricarpon pilosum</i>	White Oldfield Aster
<i>Thalictrum sp.</i>	Meadow Rue
<i>Toxicodendron radicans</i>	New York Fern
<i>Trichostema brachiatum</i>	Foamflower
<i>Taraxacum officinale</i>	Poison Ivy
<i>Taraxacum officinale</i>	False Pennyroyal
<i>Taraxacum officinale</i>	Greasy Grass
<i>Urtica dioica</i>	Bellwort
<i>Vaccinium arborescens</i>	Farkleberry
<i>Vaccinium corymbosum</i>	Highbush Blueberry
<i>Vaccinium fuscum</i>	Hairy Highbush Blueberry
<i>Vaccinium pallidum</i>	Lowbush Blueberry
<i>Verbena occidentalis</i>	Yellow Crown-beard
<i>Vernonia gigantea</i>	Common Ironweed
<i>Viburnum acerifolium</i>	Mapleleaf Viburnum
<i>Viburnum nudum</i>	Southern Wild Raisin
<i>Vicia caroliniana</i>	Carolina Vetch
<i>Viola primulifolia</i>	Primrose-lv. Violet
<i>Viola rotundifolia</i>	Round-lv Violet
<i>Viola sp.</i>	Violet
<i>Vitis aestivalis</i>	Summer Grape
<i>Xanthoxylum simplicissimum</i>	Yellowroot

TREES		BIRDS	
<i>Acer rubrum</i>	Red Maple	Red-shouldered Hawk	<i>Buteo lineatus</i>
<i>Acer saccharum</i>	Sugar Maple	Red-bellied Woodpecker	<i>Melanerpes carolinus</i>
<i>Ailanthus altissima</i>	Tree-of-Heaven	Downy Woodpecker	<i>Picoides pubescens</i>
<i>Albizia julibrissin</i>	Mimosa	Hairy Woodpecker	<i>Picoides villosus</i>
<i>Amelanchier arborea</i>	Downy Serviceberry	Northern Flicker	<i>Colaptes auratus</i>
<i>Amelanchier laevis</i>	Smooth Serviceberry	Pileated Woodpecker	<i>Dryocopus pileatus</i>
<i>Asimina triloba</i>	Common Pawpaw	Yellow-throated Vireo	<i>Vireo flavifrons</i>
<i>Betula lenta</i>	Sweet Birch	Blue Jay	<i>Cyanocitta cristata</i>
<i>Carya glabra</i>	Pignut Hickory	Carolina Chickadee	<i>Poecile carolinensis</i>
<i>Carya pallida</i>	Sand Hickory	Tufted Titmouse	<i>Baeolophus bicolor</i>
<i>Carya tomentosa</i>	Mockernut Hickory	White-breasted Nuthatch	<i>Sitta carolinensis</i>
<i>Chionanthus virginicus</i>	Fringetree	Carolina Wren	<i>Thryothorus ludovicianus</i>
<i>Cornus florida</i>	Flowering Dogwood	American Robin	<i>Turdus migratorius</i>
<i>Fagus grandifolia</i>	American Beech	Kentucky Warbler	<i>Geothlypis formosa</i>
<i>Fraxinus americana</i>	White Ash	Hooded Warbler	<i>Setophaga citrina</i>
<i>Hamamelis virginiana</i>	Witch-hazel	Northern Cardinal	<i>Cardinalis cardinalis</i>
<i>Ilex opaca</i>	American Holly	American Goldfinch	<i>Carduelis tristis</i>
<i>Juniperus virginiana</i>	Red Cedar	Eastern Wood-pewee	<i>Contopus virens</i>
<i>Liquidambar styraciflua</i>	Sweet Gum	American Crow	<i>Corvus brachyrhynchos</i>
<i>Liriodendron tulipifera</i>	Tulip Poplar	Wild Turkey	<i>Meleagris gallopavo</i>
<i>Magnolia acuminata</i>	Cucumber Magnolia		
<i>Magnolia macrophylla</i>	Bigleaf Magnolia	BUTTERFLIES	
<i>Magnolia tripetala</i>	Umbrella Magnolia	Cloudless Sulphur	<i>Phoebis sennae</i>
<i>Morus rubra</i>	Red Mulberry	Little Yellow	<i>Pyrisitia lisa</i>
<i>Nyssa sylvatica</i>	Black Gum	Gray Hairstreak	<i>Strymon melinus</i>
<i>Ostrya virginiana</i>	Hop Hornbeam	Eastern Tailed-Blue	<i>Cupido comyntas</i>
<i>Oxydendrum arboreum</i>	Sourwood	Summer Azure	<i>Celastrina neglecta</i>
<i>Paulownia tomentosa</i>	Princess Tree	Great Spangled Fritillary	<i>Speyeria cybele</i>
<i>Pinus strobus</i>	White Pine	Red-spotted Purple	<i>Limentis arthemis</i>
<i>Pinus virginiana</i>	Virginia Pine	Pearl Crescent	<i>Phyciodes tharos</i>
<i>Platanus occidentalis</i>	Sycamore	Common Buckeye	<i>Junonia coenia</i>
<i>Populus deltoides</i>	Eastern Cottonwood	Appalachian Brown	<i>Satyroides appalachia</i>
<i>Prunus serotina</i>	Black Cherry	Carolina Satyr	<i>Hermeuptychia sosybius</i>
<i>Quercus alba</i>	White Oak		
<i>Quercus coccinea</i>	Scarlet Oak	OTHER	
<i>Quercus falcata</i>	Southern Red Oak	Eastern Chipmunk	<i>Tamias striatus</i>
<i>Quercus montana</i>	Chestnut Oak	Eastern Gray Squirrel	<i>Sciurus carolinensis</i>
<i>Quercus rubra</i>	Northern Red Oak	White-tailed Deer	<i>Odocoileus virginianus</i>
<i>Quercus stellata</i>	Post Oak	American Toad	<i>Anaxyrus americanus</i>
<i>Quercus velutina</i>	Black Oak	Eastern Fence Lizard	<i>Sceloporus undulatus</i>
<i>Salix nigra</i>	Black Willow	Eastern Box Turtle	<i>Terrapene carolina carolina</i>
<i>Sassafras albidum</i>	Sassafras	Crayfish	
<i>Tsuga canadensis</i>	Eastern Hemlock	Spiketail Dragonfly	<i>Cordulegaster sp.</i>
		Robberfly	<i>Asilidae sp.</i>
		Katydid	<i>Tettigoniodea sp.</i>
		Millepede	



# ARCHAEOLOGICAL REPORT

## TN DIVISION of ARCHAEOLOGY LETTER on ARCHAEOLOGY DATABASE

Requesting Archaeological Report for Country Wood Lane, LLC property --  
Morgan Co.



TDOA SiteFile <TDOA.SiteFile@tn.gov>

Today, 10:52 AM

Shelby Sanders ▾

Shelby,

There are no recorded archaeological sites within Morgan County parcel 148 012.00. There are no recorded archaeological sites within approximately one mile of Morgan County parcel 148 012.00. This area has not been comprehensively surveyed to determine presence or absence of archaeological sites.

- Satin

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



**Satin B. Platt** | Site File Curator

Tennessee Division of Archaeology

1216 Foster Avenue

Cole Building #3

Nashville, TN 37243

p. 615-687-4777

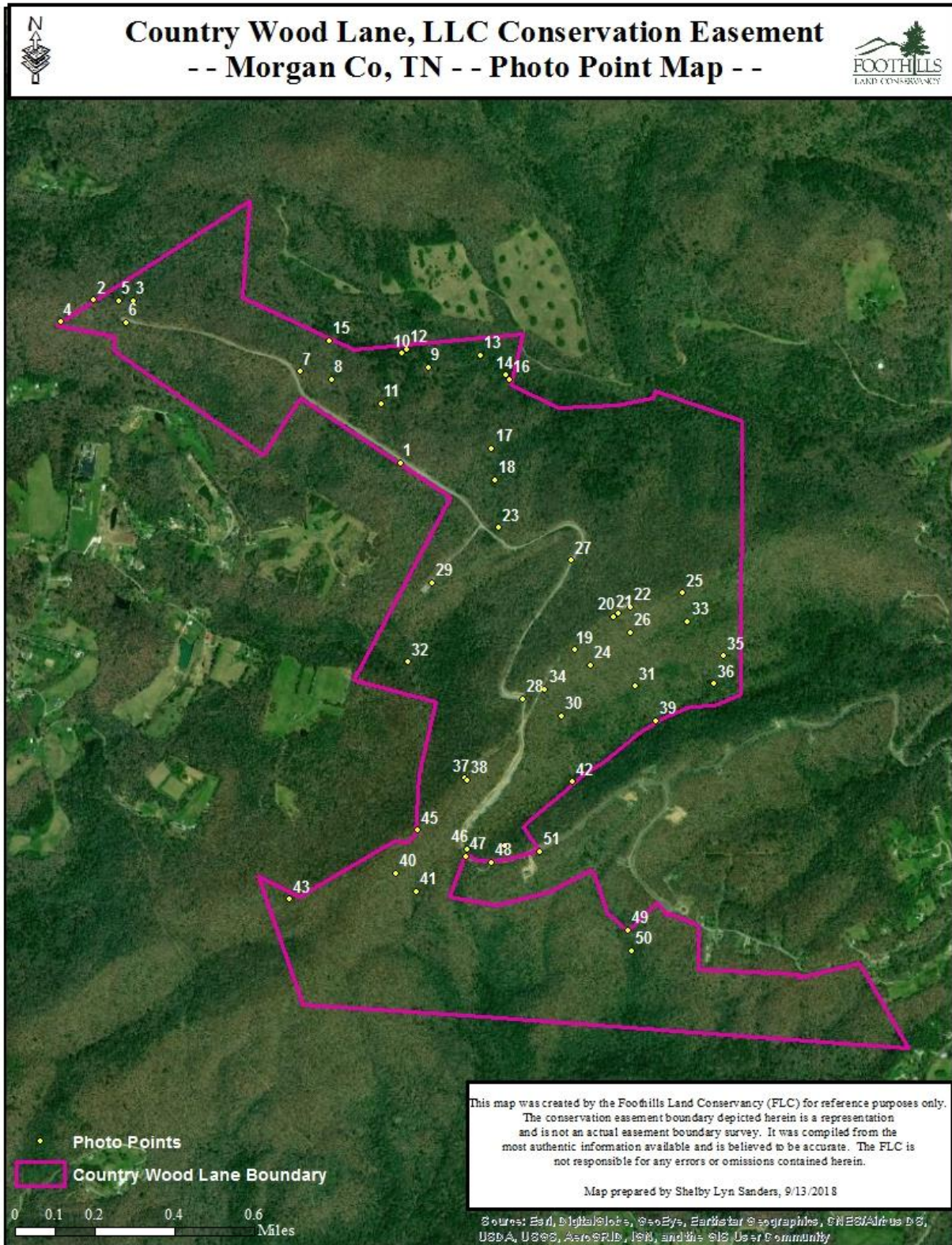
[satin.platt@tn.gov](mailto:satin.platt@tn.gov)

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

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# PHOTOGRAPHS OF CURRENT SITE CONDITIONS

## PHOTO POINT MAP



# KEY TO PHOTOGRAPHS

Photo #	File Name	Title	Description	Latitude	Longitude	Date				
						Time Stamp	Stamp	Elev	Photo Dir	Author
1	IMG_3797	Country Wood Lane	Road along boundary NW side of property	N 36° 00' 56.36" W 84° 32' 48.37"		6:55:00 AM	9/6/2018	1308 ft	326° NW	THowe
2	IMG_3801	Country Wood Lane	N boundary	N 36° 01' 13.55" W 84° 33' 28.36"		7:22:57 AM	9/6/2018	1220 ft	156° SSE	THowe
3	IMG_4810	Country Wood Lane	Animal den N side of property	N 36° 01' 13.47" W 84° 33' 23.25"		7:29:10 AM	9/6/2018	1178 ft	6° N	MClebsch
4	IMG_3802	Country Wood Lane	NW corner	N 36° 01' 11.27" W 84° 33' 32.72"		7:31:13 AM	9/6/2018	1204 ft	59° ENE	THowe
5	IMG_4811	Country Wood Lane	Forest N side of property	N 36° 01' 13.51" W 84° 33' 25.11"		7:33:39 AM	9/6/2018	1213 ft	65° ENE	MClebsch
6	IMG_3805	Country Wood Lane	N end of road through property	N 36° 01' 11.18" W 84° 33' 24.13"		7:45:45 AM	9/6/2018	1261 ft	258° WSW	THowe
7	IMG_3807	Country Wood Lane	Old road along current road N side of property	N 36° 01' 06.04" W 84° 33' 01.44"		7:54:34 AM	9/6/2018	1256 ft	296° WNW	THowe
8	IMG_3809	Country Wood Lane	Game trail N side of property	N 36° 01' 05.22" W 84° 32' 57.35"		8:01:50 AM	9/6/2018	1195 ft	0° N	THowe
9	IMG_4816	Country Wood Lane	Old road / umbrella magnolias near Muddy Branch	N 36° 01' 06.43" W 84° 32' 44.71"		8:03:04 AM	9/6/2018	1093 ft	308° NW	MClebsch
10	IMG_4819	Country Wood Lane	Fern-covered forest floor, N side property	N 36° 01' 07.92" W 84° 32' 48.09"		8:05:55 AM	9/6/2018	1067 ft	67° ENE	MClebsch
11	IMG_3812	Country Wood Lane	Forest, N side property	N 36° 01' 02.64" W 84° 32' 50.86"		8:13:25 AM	9/6/2018	1242 ft	64° ENE	THowe
12	IMG_3819	Country Wood Lane	Muddy Branch	N 36° 01' 08.36" W 84° 32' 47.46"		8:23:47 AM	9/6/2018	1083 ft	290° WNW	THowe
13	IMG_3824	Country Wood Lane	Muddy Branch	N 36° 01' 07.76" W 84° 32' 37.87"		8:35:32 AM	9/6/2018	1041 ft	232° SW	THowe
14	IMG_3825	Country Wood Lane	Crayfish burrow near Muddy Branch	N 36° 01' 05.66" W 84° 32' 34.52"		8:39:59 AM	9/6/2018	1064 ft	171° S	THowe
15	IMG_4858	Country Wood Lane	Forest near N boundary	N 36° 01' 09.28" W 84° 32' 57.68"		8:43:27 AM	9/6/2018	1083 ft	211° SSW	MClebsch
16	IMG_3833	Country Wood Lane	Property corner N side	N 36° 01' 05.16" W 84° 32' 34.03"		8:44:17 AM	9/6/2018	1044 ft	215° SW	THowe
17	IMG_3837	Country Wood Lane	Rock outcrops N side property	N 36° 00' 57.93" W 84° 32' 36.39"		9:03:43 AM	9/6/2018	1263 ft	152° SSE	THowe
18	IMG_3841	Country Wood Lane	Minor drainage N side property	N 36° 00' 54.62" W 84° 32' 36.01"		9:13:17 AM	9/6/2018	1414 ft	180° S	THowe
19	IMG_3843	Country Wood Lane	Forest along road near property center	N 36° 00' 49.56" W 84° 32' 35.57"		9:21:26 AM	9/6/2018	1374 ft	197° SSW	THowe
20	IMG_3848	Country Wood Lane	Rock outcrops along road near property center	N 36° 00' 46.10" W 84° 32' 26.06"		10:05:52 AM	9/6/2018	1467 ft	168° SSE	THowe
21	IMG_3849	Country Wood Lane	Main road through property	N 36° 00' 31.49" W 84° 32' 32.30"		10:09:31 AM	9/6/2018	1496 ft	171° S	THowe
22	20180906_1 21458	Country Wood Lane	Offshoot of main road on W center side of property	N 36° 00' 43.71" W 84° 32' 44.14"		10:14:56 AM	9/6/2018	1299 ft		MMoore
23	IMG_4873	Country Wood Lane	Utility box along road to tower	N 36° 00' 36.68" W 84° 32' 25.54"		10:15:14 AM	9/6/2018	1640 ft	63° ENE	MClebsch
24	IMG_4875	Country Wood Lane	Utility box along road to tower	N 36° 00' 40.21" W 84° 32' 20.46"		10:17:10 AM	9/6/2018	1657 ft	106° ESE	MClebsch
25	IMG_4877	Country Wood Lane	Cell tower near property center	N 36° 00' 40.48" W 84° 32' 19.91"		10:17:42 AM	9/6/2018	1658 ft	45° NE	MClebsch
26	IMG_4878	Country Wood Lane	Forest near cell tower	N 36° 00' 41.16" W 84° 32' 18.37"		10:19:56 AM	9/6/2018	1675 ft	116° ESE	MClebsch
27	IMG_3853	Country Wood Lane	Rock outcrops in forest	N 36° 00' 29.73" W 84° 32' 27.38"		10:28:54 AM	9/6/2018	1440 ft	357° N	THowe
28	IMG_4886	Country Wood Lane	Old trail near property center	N 36° 00' 35.09" W 84° 32' 23.51"		10:30:35 AM	9/6/2018	1576 ft	61° ENE	MClebsch
29	IMG_3854	Country Wood Lane	Old trail marker	N 36° 00' 32.81" W 84° 32' 17.71"		10:36:34 AM	9/6/2018	1395 ft	43° NE	THowe
30	IMG_4897	Country Wood Lane	Old trail E side property	N 36° 00' 42.68" W 84° 32' 11.48"		10:37:57 AM	9/6/2018	1552 ft	66° ENE	MClebsch
31	20180906_1 23816	Country Wood Lane	Ivy Branch	N 36° 00' 35.39" W 84° 32' 47.42"		10:38:15 AM	9/6/2018	1183 ft		MMoore
32	IMG_4904	Country Wood Lane	Old trail just S of cell tower	N 36° 00' 38.52" W 84° 32' 18.29"		10:44:07 AM	9/6/2018	1607 ft	244° WSW	MClebsch
33	IMG_3859	Country Wood Lane	Rock outcrops along trail E side property	N 36° 00' 39.70" W 84° 32' 10.82"		10:49:47 AM	9/6/2018	1418 ft	229° SW	THowe
34	IMG_4909	Country Wood Lane	Old trail signs along road to cell tower	N 36° 00' 32.52" W 84° 32' 29.44"		10:50:52 AM	9/6/2018	1598 ft	47° NE	MClebsch
35	IMG_3862	Country Wood Lane	Old trail E side property	N 36° 00' 36.04" W 84° 32' 06.18"		11:03:09 AM	9/6/2018	1235 ft	162° SSE	THowe
36	IMG_3863	Country Wood Lane	Old trail near E property corner	N 36° 00' 33.10" W 84° 32' 07.36"		11:08:37 AM	9/6/2018	1234 ft	162° SSE	THowe
37	20180906_1 31003	Country Wood Lane	Old communications structure	N 36° 00' 23.14" W 84° 32' 39.87"		11:09:59 AM	9/6/2018	1464 ft		MMoore
38	IMG_4911	Country Wood Lane	Markers near billboard	N 36° 00' 22.91" W 84° 32' 39.66"		11:10:05 AM	9/6/2018	1562 ft	188° S	MClebsch
39	IMG_3866	Country Wood Lane	Minor drainage along boundary E side property	N 36° 00' 29.21" W 84° 32' 14.97"		11:23:43 AM	9/6/2018	1222 ft	64° ENE	THowe
40	IMG_4913	Country Wood Lane	Forest S side property	N 36° 00' 13.09" W 84° 32' 48.89"		11:30:18 AM	9/6/2018	1438 ft	139° SE	MClebsch
41	IMG_4917	Country Wood Lane	Minor drainage S side property	N 36° 00' 11.15" W 84° 32' 46.20"		11:34:23 AM	9/6/2018	1328 ft	203° SSW	MClebsch
42	IMG_3871	Country Wood Lane	Drainage along boundary	N 36° 00' 22.73" W 84° 32' 25.93"		11:50:24 AM	9/6/2018	1288 ft	240° WSW	THowe
43	20180906_1 35827	Country Wood Lane	Cable near SW boundary	N 36° 00' 10.35" W 84° 33' 02.88"		11:58:24 AM	9/6/2018	1257 ft		MMoore
44	IMG_3875	Country Wood Lane	Old trail S side property	N 36° 00' 16.04" W 84° 32' 34.80"		12:05:20 PM	9/6/2018	1387 ft	272° W	THowe
45	IMG_4928	Country Wood Lane	Gate at boundary S side property	N 36° 00' 17.65" W 84° 32' 46.14"		12:07:54 PM	9/6/2018	1523 ft	255° WSW	MClebsch
46	IMG_3876	Country Wood Lane	Trail signs S side property	N 36° 00' 15.68" W 84° 32' 39.60"		0.507002315	9/6/2018	1401 ft	3° N	THowe
47	IMG_3877	Country Wood Lane	Boundary along road S side of property	N 36° 00' 14.93" W 84° 32' 39.77"		0.508506944	9/6/2018	1400 ft	224° SW	THowe
48	IMG_4929	Country Wood Lane	Green Ridge Trl	N 36° 00' 14.28" W 84° 32' 36.50"		0.513391204	9/6/2018	1432 ft	59° ENE	MClebsch
49	IMG_4932	Country Wood Lane	Property corner S side	N 36° 00' 07.13" W 84° 32' 18.62"		12:31:29 PM	9/6/2018	1208 ft	271° W	MClebsch
50	IMG_4936	Country Wood Lane	Minor drainage S side property	N 36° 00' 04.94" W 84° 32' 18.10"		12:36:16 PM	9/6/2018	1165 ft	148° SSE	MClebsch
51	IMG_3881	Country Wood Lane	Green Ridge Trl at property entrance	N 36° 00' 15.44" W 84° 32' 30.13"		0.527696759	9/6/2018	1457 ft	324° NW	THowe



# PHOTOGRAPHS

Country Wood Lane  
Road along boundary NW side of property  
1  
IMG\_3797.JPG  
THowe



W 84° 32' 48.37"  
N 36° 00' 56.36"  
326° NW  
9/6/2018  
6:55:00 AM

Country Wood Lane  
N boundary  
2  
IMG\_3801.JPG  
THowe



W 84° 33' 28.36"  
N 36° 01' 13.55"  
156° SSE  
9/6/2018  
7:22:57 AM

Country Wood Lane  
Animal den N side of property  
3  
IMG\_4810.JPG  
MClebsch



W 84° 33' 23.25"  
N 36° 01' 13.47"  
6° N  
9/6/2018  
7:29:10 AM

Country Wood Lane  
NW corner  
4  
IMG\_3802.JPG  
THowe



W 84° 33' 32.72"  
N 36° 01' 11.27"  
59° ENE  
9/6/2018  
7:31:13 AM



Country Wood Lane  
Forest N side of property  
IMG\_4811.JPG  
5  
MClebsch



W 84° 33' 25.11" 65° ENE 9/6/2018  
N 36° 01' 13.51" 7:33:39 AM

Country Wood Lane  
N end of road through property  
IMG\_3805.JPG  
6  
THowe



W 84° 33' 24.13" 258° WSW 9/6/2018  
N 36° 01' 11.18" 7:45:45 AM

Country Wood Lane  
Old road along current road N side of property  
IMG\_3807.JPG  
7  
THowe



W 84° 33' 01.44" 296° WNW 9/6/2018  
N 36° 01' 06.04" 7:54:34 AM

Country Wood Lane  
Game trail N side of property  
IMG\_3809.JPG  
8  
THowe



W 84° 32' 57.35" 0° N 9/6/2018  
N 36° 01' 05.22" 8:01:50 AM



Country Wood Lane  
Old road / umbrella magnolias near Muddy Branch  
9  
IMG\_4816.JPG  
MClebsch



W 84° 32' 44.71"  
N 36° 01' 06.43"  
308° NW  
9/6/2018  
8:03:04 AM

Country Wood Lane  
Fern-covered forest floor, N side property  
10  
IMG\_4819.JPG  
MClebsch



W 84° 32' 48.09"  
N 36° 01' 07.92"  
67° ENE  
9/6/2018  
8:05:55 AM

Country Wood Lane  
Forest, N side property  
11  
IMG\_3812.JPG  
THowe



W 84° 32' 50.86"  
N 36° 01' 02.64"  
64° ENE  
9/6/2018  
8:13:25 AM

Country Wood Lane  
Muddy Branch  
12  
IMG\_3819.JPG  
THowe



W 84° 32' 47.46"  
N 36° 01' 08.36"  
290° WNW  
9/6/2018  
8:23:47 AM



Country Wood Lane  
13 Muddy Branch  
IMG\_3824.JPG  
THowe



W 84° 32' 37.87" 232° SW 9/6/2018  
N 36° 01' 07.76" 8:35:32 AM

Country Wood Lane  
14 Crayfish burrow near Muddy Branch  
IMG\_3825.JPG  
THowe



W 84° 32' 34.52" 171° S 9/6/2018  
N 36° 01' 05.66" 8:39:59 AM

Country Wood Lane  
15 Forest near N boundary  
IMG\_4858.JPG  
MClebsch



W 84° 32' 57.68" 211° SSW 9/6/2018  
N 36° 01' 09.28" 8:43:27 AM

Country Wood Lane  
16 Property corner N side  
IMG\_3833.JPG  
THowe



W 84° 32' 34.03" 215° SW 9/6/2018  
N 36° 01' 05.16" 8:44:17 AM



Country Wood Lane  
Rock outcrops N side property  
17  
IMG\_3837.JPG  
THowe



W 84° 32' 36.39"  
N 36° 00' 57.93"  
152° SSE  
9/6/2018  
9:03:43 AM

Country Wood Lane  
Minor drainage N side property  
18  
IMG\_3841.JPG  
THowe



W 84° 32' 36.01"  
N 36° 00' 54.62"  
180° S  
9/6/2018  
9:13:17 AM

Country Wood Lane  
Utility box along road to tower  
19  
IMG\_4873.JPG  
MClebsch



W 84° 32' 25.54"  
N 36° 00' 36.68"  
63° ENE  
9/6/2018  
10:15:14 AM

Country Wood Lane  
Utility box along road to tower  
20  
IMG\_4875.JPG  
MClebsch



W 84° 32' 20.46"  
N 36° 00' 40.21"  
106° ESE  
9/6/2018  
10:17:10 AM



Country Wood Lane  
Cell tower near property center  
21  
IMG\_4877.JPG  
MClebsch



W 84° 32' 19.91" 45° NE 9/6/2018  
N 36° 00' 40.48" 10:17:42 AM

Country Wood Lane  
Forest near cell tower  
22  
IMG\_4878.JPG  
MClebsch



W 84° 32' 18.37" 116° ESE 9/6/2018  
N 36° 00' 41.16" 10:19:56 AM

Country Wood Lane  
Forest along road near property center  
23  
IMG\_3843.JPG  
THowe



W 84° 32' 35.57" 197° SSW 9/6/2018  
N 36° 00' 49.56" 9:21:26 AM

Country Wood Lane  
Old trail near property center  
24  
IMG\_4886.JPG  
MClebsch



W 84° 32' 23.51" 61° ENE 9/6/2018  
N 36° 00' 35.09" 10:30:35 AM

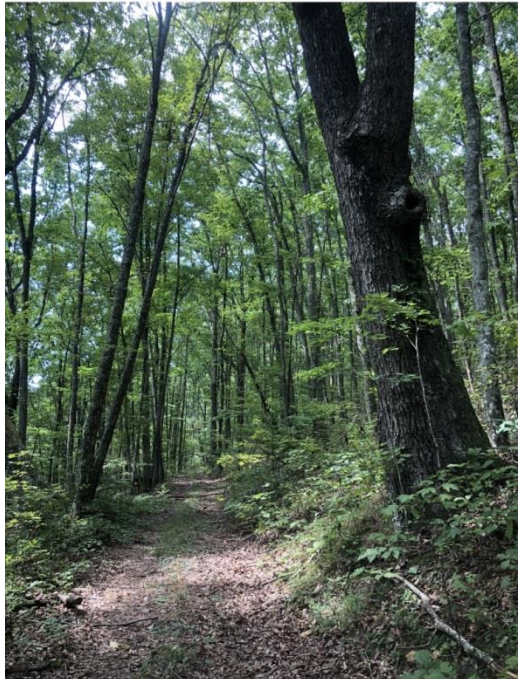


Country Wood Lane  
25 Old trail E side property  
IMG\_4897.JPG  
MClebsch



W 84° 32' 11.48" 66° ENE 9/6/2018  
N 36° 00' 42.68" 10:37:57 AM

Country Wood Lane  
26 Old trail just S of cell tower  
IMG\_4904.JPG  
MClebsch



W 84° 32' 18.29" 244° WSW 9/6/2018  
N 36° 00' 38.52" 10:44:07 AM

Country Wood Lane  
27 Rock outcrops along road near property center  
IMG\_3848.JPG  
THowe



W 84° 32' 26.06" 168° SSE 9/6/2018  
N 36° 00' 46.10" 10:05:52 AM

Country Wood Lane  
28 Main road through property  
IMG\_3849.JPG  
THowe



W 84° 32' 32.30" 171° S 9/6/2018  
N 36° 00' 31.49" 10:09:31 AM



Country Wood Lane 20180906\_121458.jpg  
Offshoot of main road on W center side of property  
29 MMoore



W 84° 32' 44.14"  
N 36° 00' 43.71" 9/6/2018 10:14:56 AM

Country Wood Lane IMG\_3853.JPG  
Rock outcrops in forest  
30 THowe



W 84° 32' 27.38" 357° N 9/6/2018  
N 36° 00' 29.73" 10:28:54 AM

Country Wood Lane IMG\_3854.JPG  
Old trail marker  
31 THowe



W 84° 32' 17.71" 43° NE 9/6/2018  
N 36° 00' 32.81" 10:36:34 AM

Country Wood Lane 20180906\_123816.jpg  
Ivy Branch  
32 MMoore



W 84° 32' 47.42" 9/6/2018  
N 36° 00' 35.39" 10:38:15 AM



Country Wood Lane  
Rock outcrops along trail E side property  
33  
THowe  
IMG\_3859.JPG



Country Wood Lane  
Old trail signs along road to cell tower  
34  
MClebsch  
IMG\_4909.JPG



Country Wood Lane  
Old trail E side property  
35  
THowe  
IMG\_3862.JPG



Country Wood Lane  
Old trail near E property corner  
36  
THowe  
IMG\_3863.JPG





Country Wood Lane 20180906\_131003.jpg  
37 Old communications structure MMoore



W 84° 32' 39.87"  
N 36° 00' 23.14" 9/6/2018 11:09:59 AM

Country Wood Lane Markers near billboard IMG\_4911.JPG  
38 MClebsch



W 84° 32' 39.66" 188° S 9/6/2018 11:10:05 AM  
N 36° 00' 22.91"

Country Wood Lane IMG\_3866.JPG  
39 Minor drainage along boundary E side property THowe



W 84° 32' 14.97" 64° ENE 9/6/2018 11:23:43 AM  
N 36° 00' 29.21"

Country Wood Lane Forest S side property IMG\_4913.JPG  
40 MClebsch



W 84° 32' 48.89" 139° SE 9/6/2018 11:30:18 AM  
N 36° 00' 13.09"



Country Wood Lane  
Minor drainage S side property  
IMG\_4917.JPG  
41 MClubsch



W 84° 32' 46.20" 203° SSW 9/6/2018  
N 36° 00' 11.15" 11:34:23 AM

Country Wood Lane  
Drainage along boundary  
IMG\_3871.JPG  
42 Thowe



W 84° 32' 25.93" 240° WSW 9/6/2018  
N 36° 00' 22.73" 11:50:24 AM

Country Wood Lane  
Cable near SW boundary  
20180906\_135827.jpg  
43 MMoore



W 84° 33' 02.88" 9/6/2018  
N 36° 00' 10.35" 11:58:24 AM

Country Wood Lane  
Old trail S side property  
IMG\_3875.JPG  
44 Thowe



W 84° 32' 34.80" 272° W 9/6/2018  
N 36° 00' 16.04" 12:05:20 PM



Country Wood Lane  
Gate at boundary S side property  
45  
IMG\_4928.JPG  
MClebsch



W 84° 32' 46.14"      255° WSW      9/6/2018  
N 36° 00' 17.65"      12:07:54 PM

Country Wood Lane  
Trail signs S side property  
46  
IMG\_3876.JPG  
THowe



W 84° 32' 39.60"      3° N      9/6/2018  
N 36° 00' 15.68"      12:10:05 PM

Country Wood Lane  
Boundary along road S side of property  
47  
IMG\_3877.JPG  
THowe



W 84° 32' 39.77"      224° SW      9/6/2018  
N 36° 00' 14.93"      12:12:15 PM

Country Wood Lane  
Green Ridge Trl  
48  
IMG\_4929.JPG  
MClebsch



W 84° 32' 36.50"      59° ENE      9/6/2018  
N 36° 00' 14.28"      12:19:17 PM



Country Wood Lane  
Property corner S side  
IMG\_4932.JPG  
49  
MClubsch



W 84° 32' 18.62" 271° W 9/6/2018  
N 36° 00' 07.13" 12:31:29 PM

Country Wood Lane  
Minor drainage S side property  
IMG\_4936.JPG  
50  
MClubsch



W 84° 32' 18.10" 148° SSE 9/6/2018  
N 36° 00' 04.94" 12:36:16 PM

Country Wood Lane  
Green Ridge Trl at property entrance  
IMG\_3881.JPG  
51  
THowe



W 84° 32' 30.13" 324° NW 9/6/2018  
N 36° 00' 15.44" 12:39:53 PM

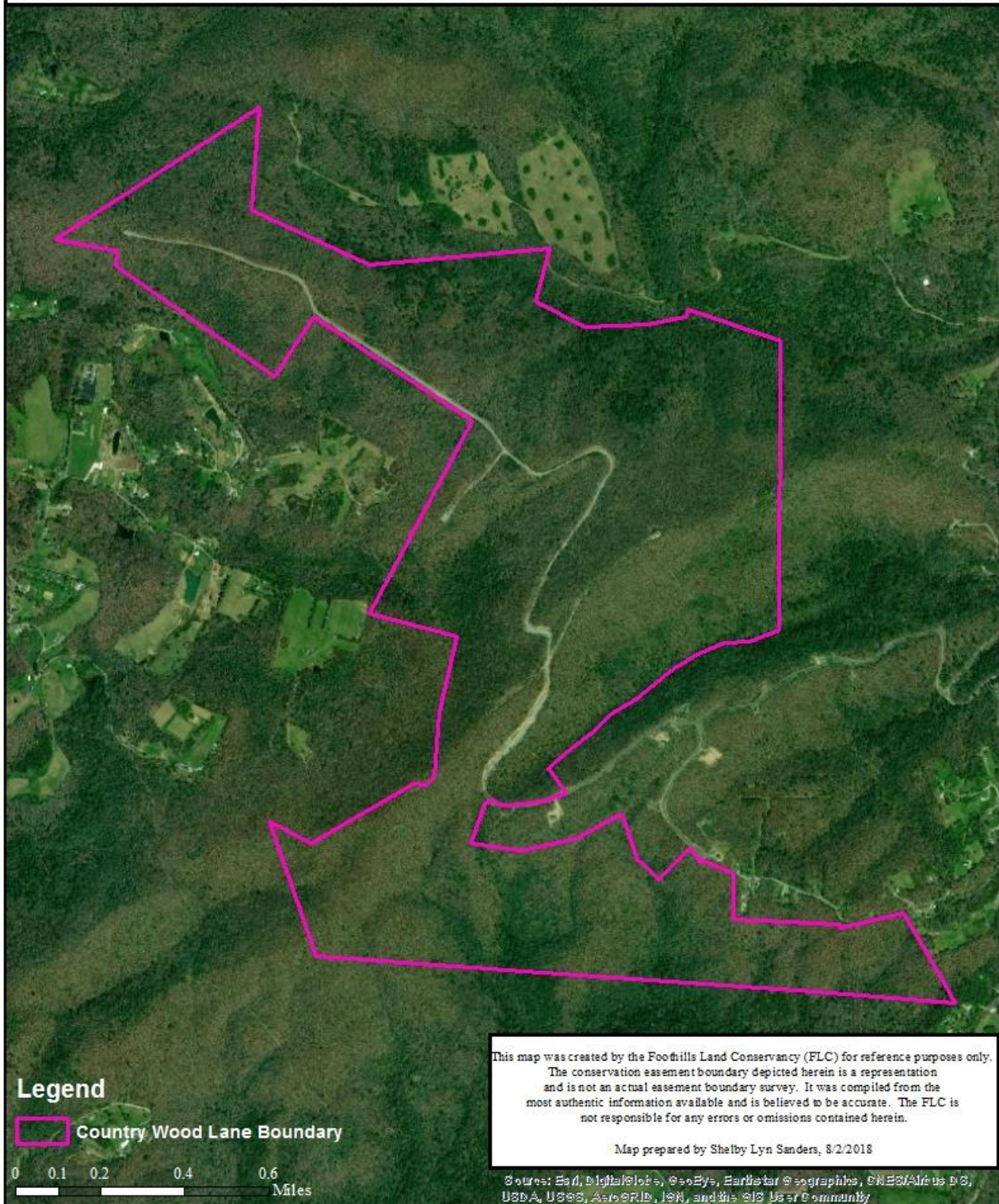
## MAPS

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






# Country Wood Lane, LLC Conservation Easement Morgan Co, TN - - Aerial Photograph with Boundaries



### Legend

 Country Wood Lane Boundary

0 0.1 0.2 0.4 0.6  
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, 8/2/2018

Sources: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

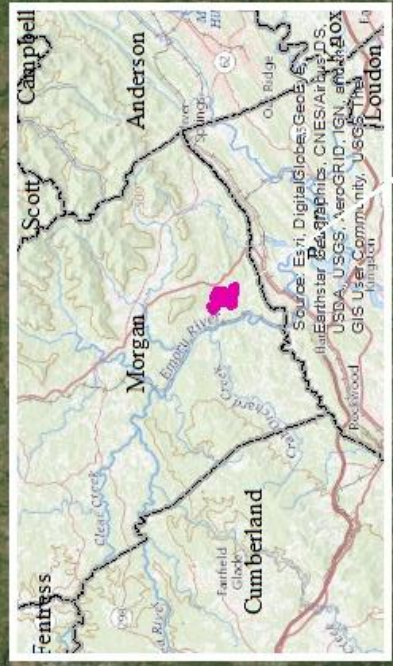




# Country Wood Lane, LLC Conservation Easement Morgan Co, TN -- State and County Map

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

Map prepared by Shelby Lynn Sanders, 8/2/2018



Conservation Easement

Country Wood Lane Boundary  
Tennessee Counties

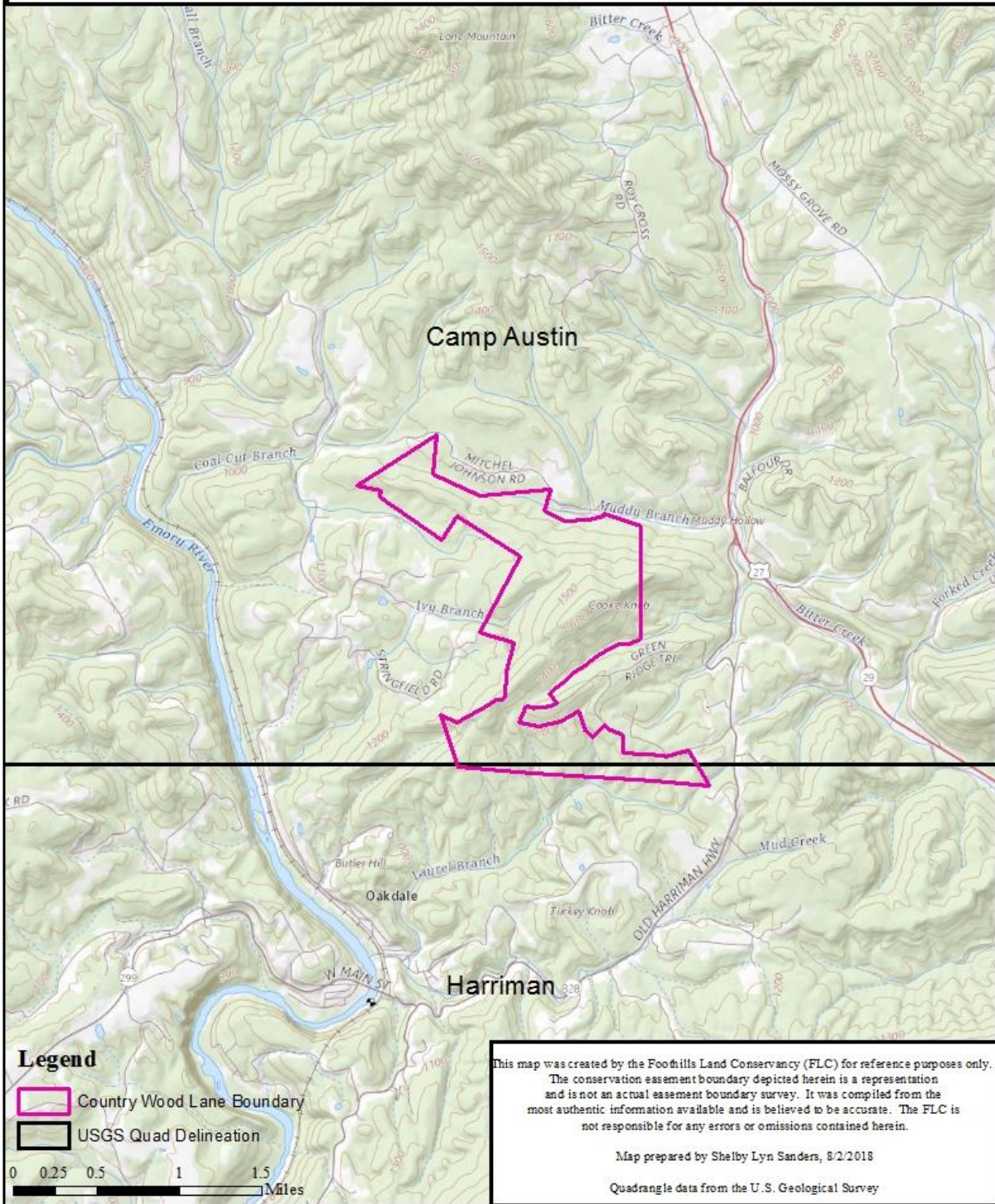


Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community





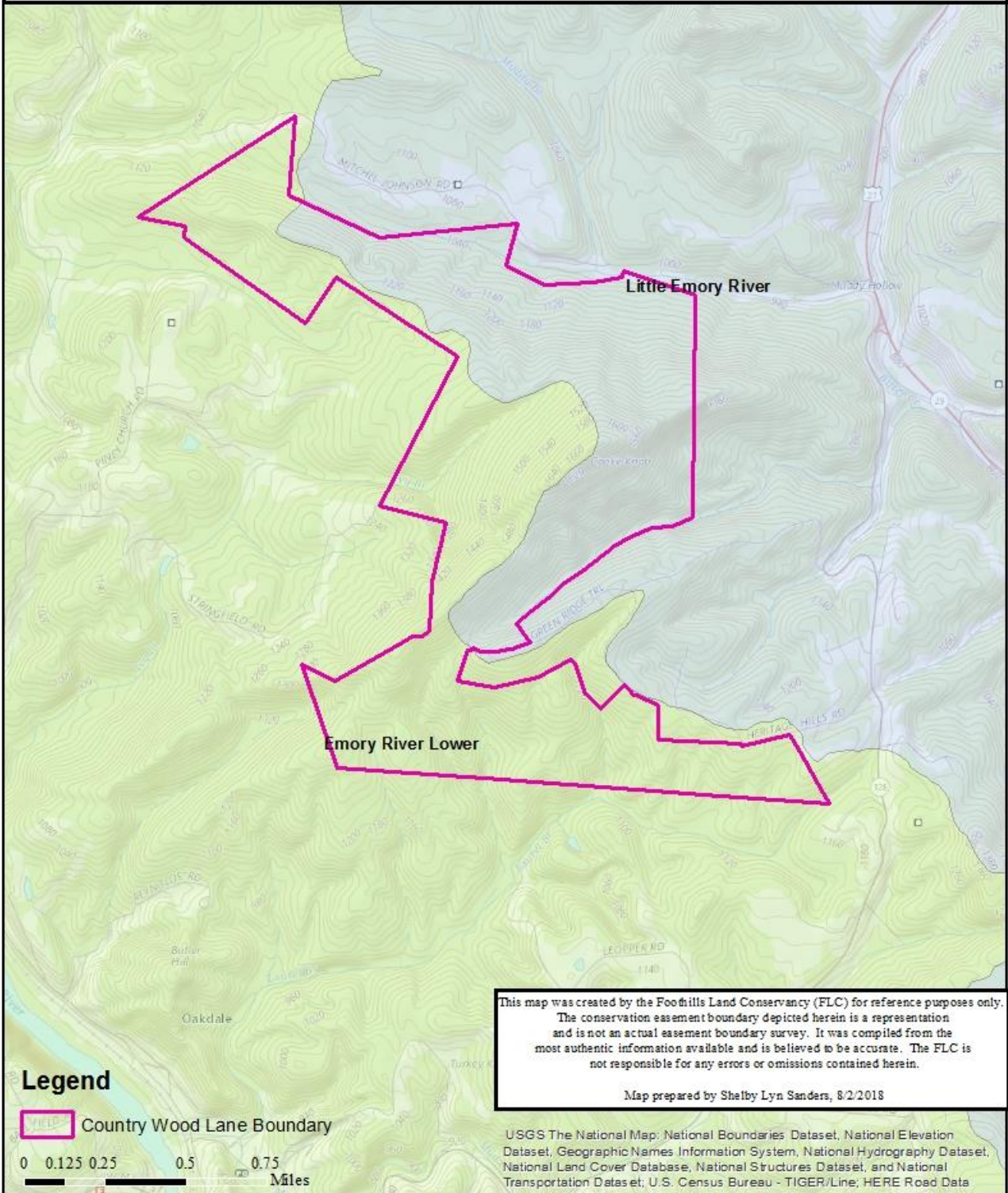
# Country Wood Lane, LLC Conservation Easement -- Morgan Co, TN -- USGS Quadrangle Map --







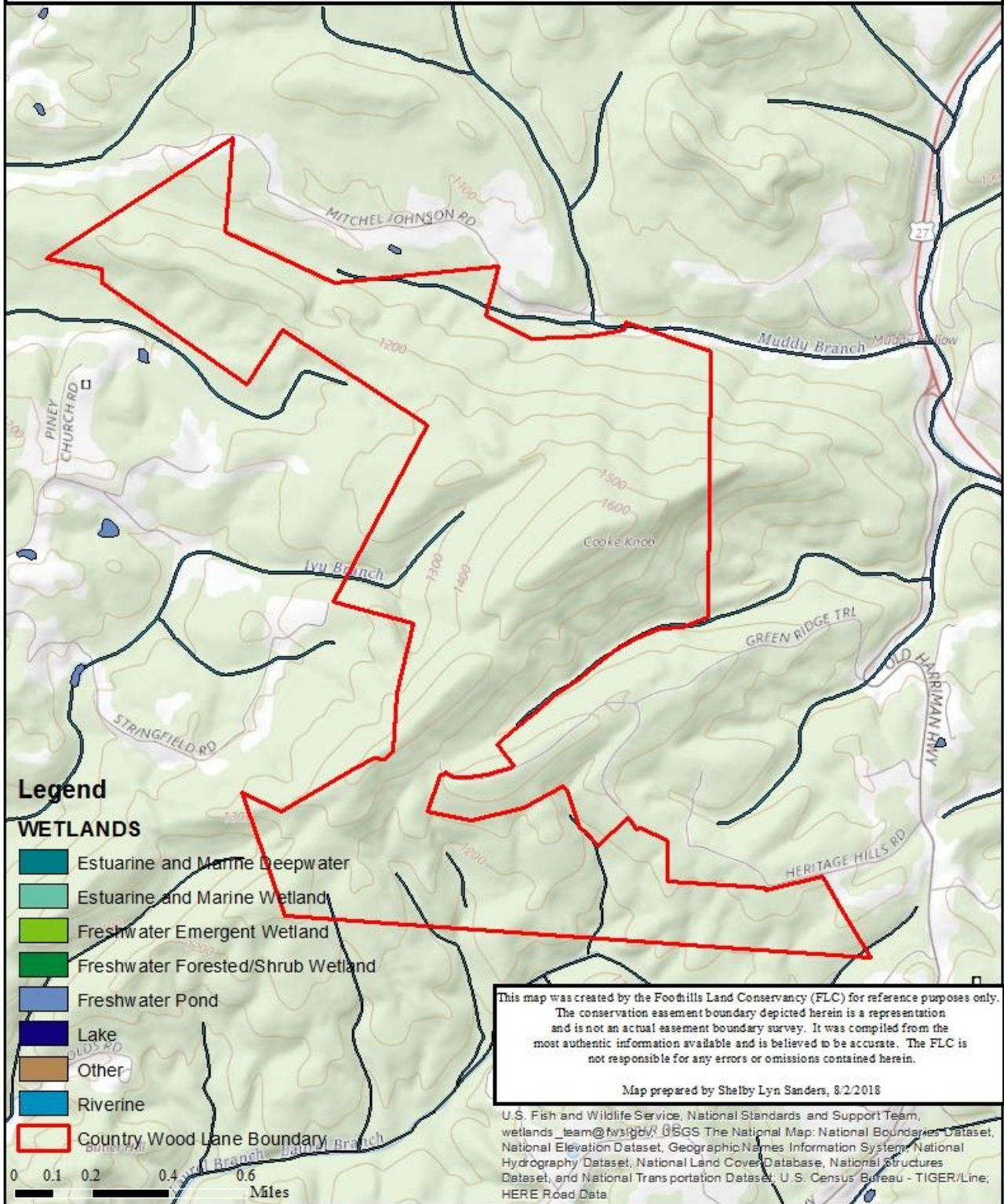
# Country Wood Lane, LLC Conservation Easement -- Morgan Co, TN -- Watershed Map --







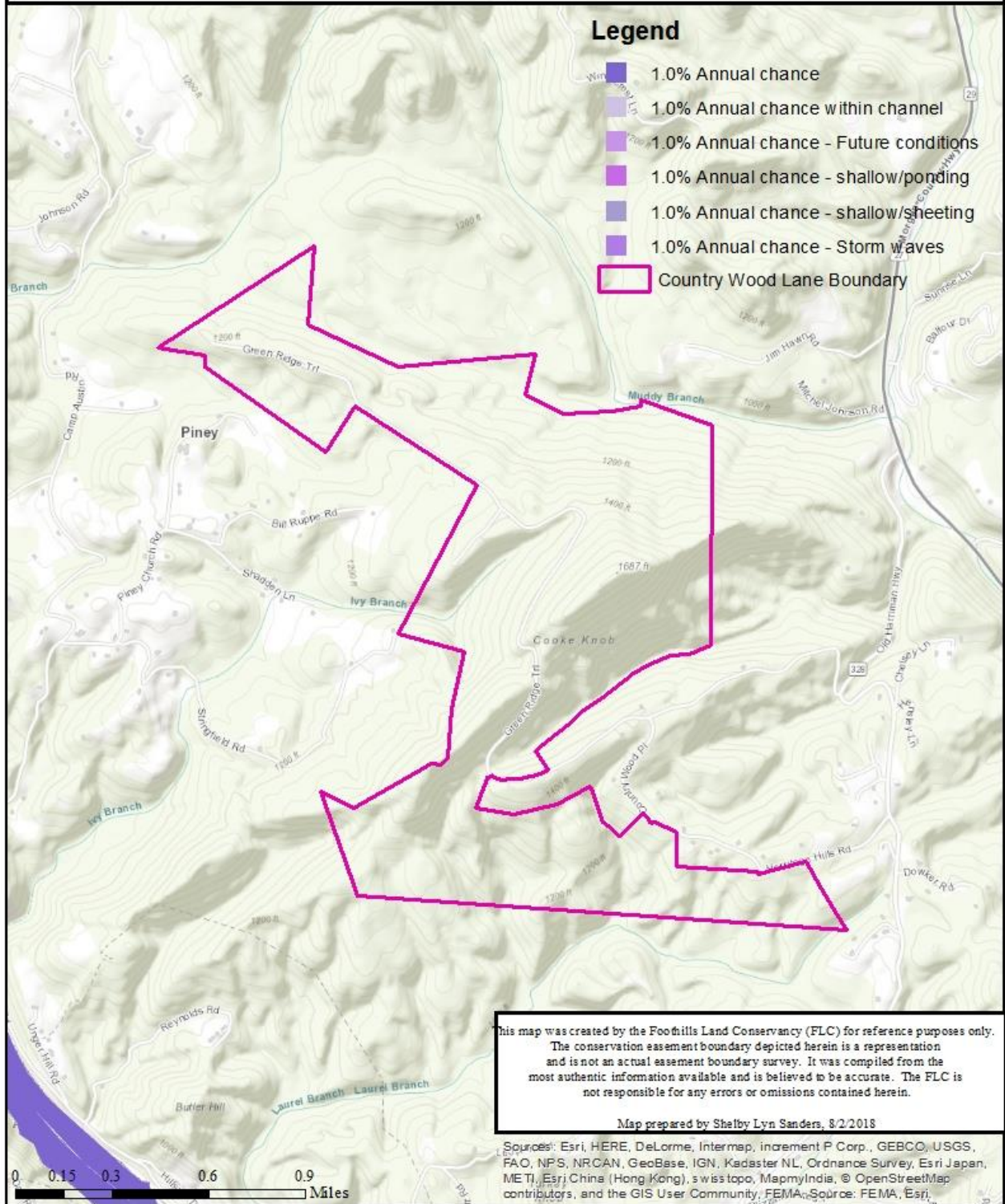
# Country Wood Lane, LLC Conservation Easement -- Morgan Co, TN -- Wetlands Map --







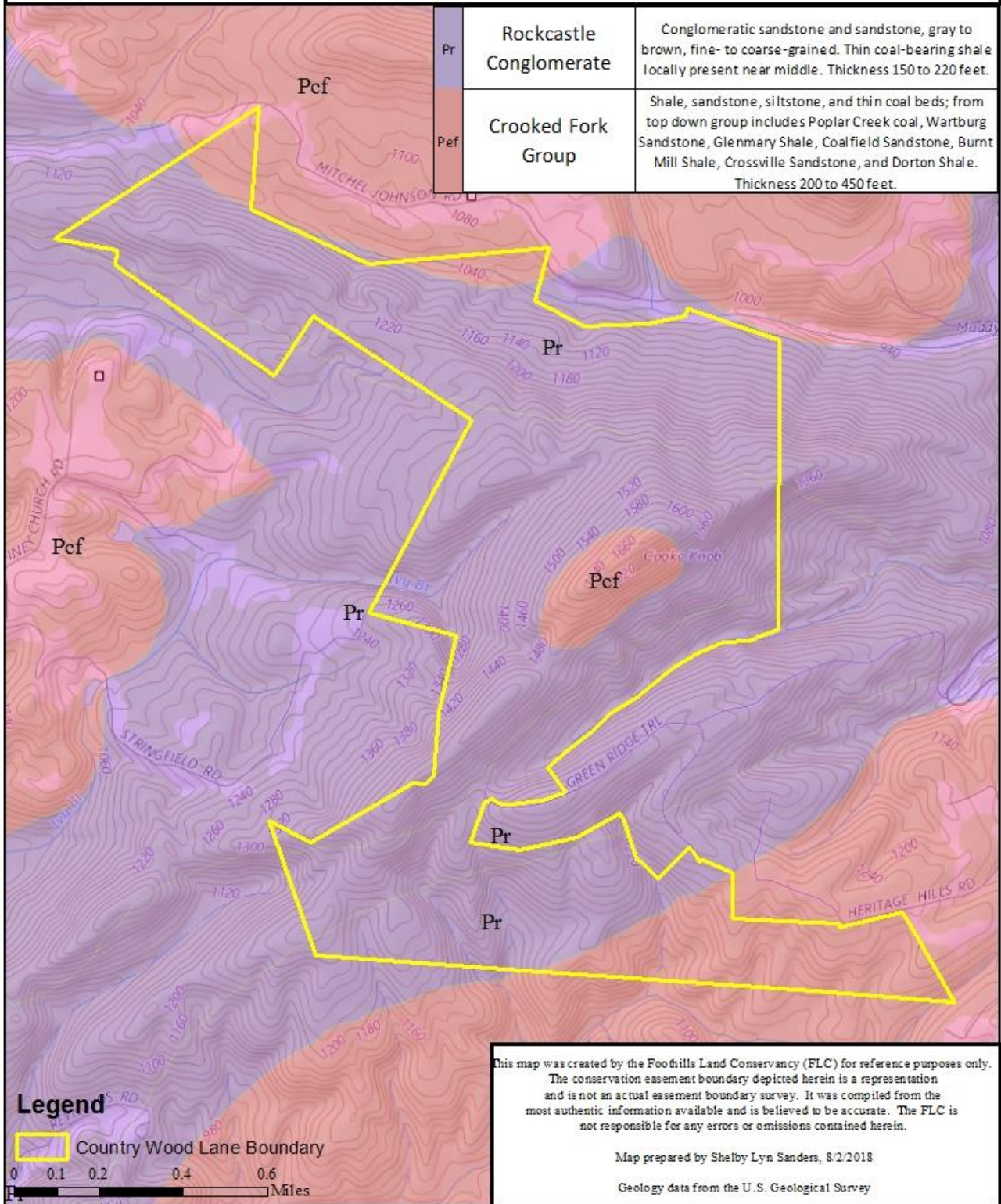
# Country Wood Lane, LLC Conservation Easement -- Morgan Co, TN -- Flood Zone Map --







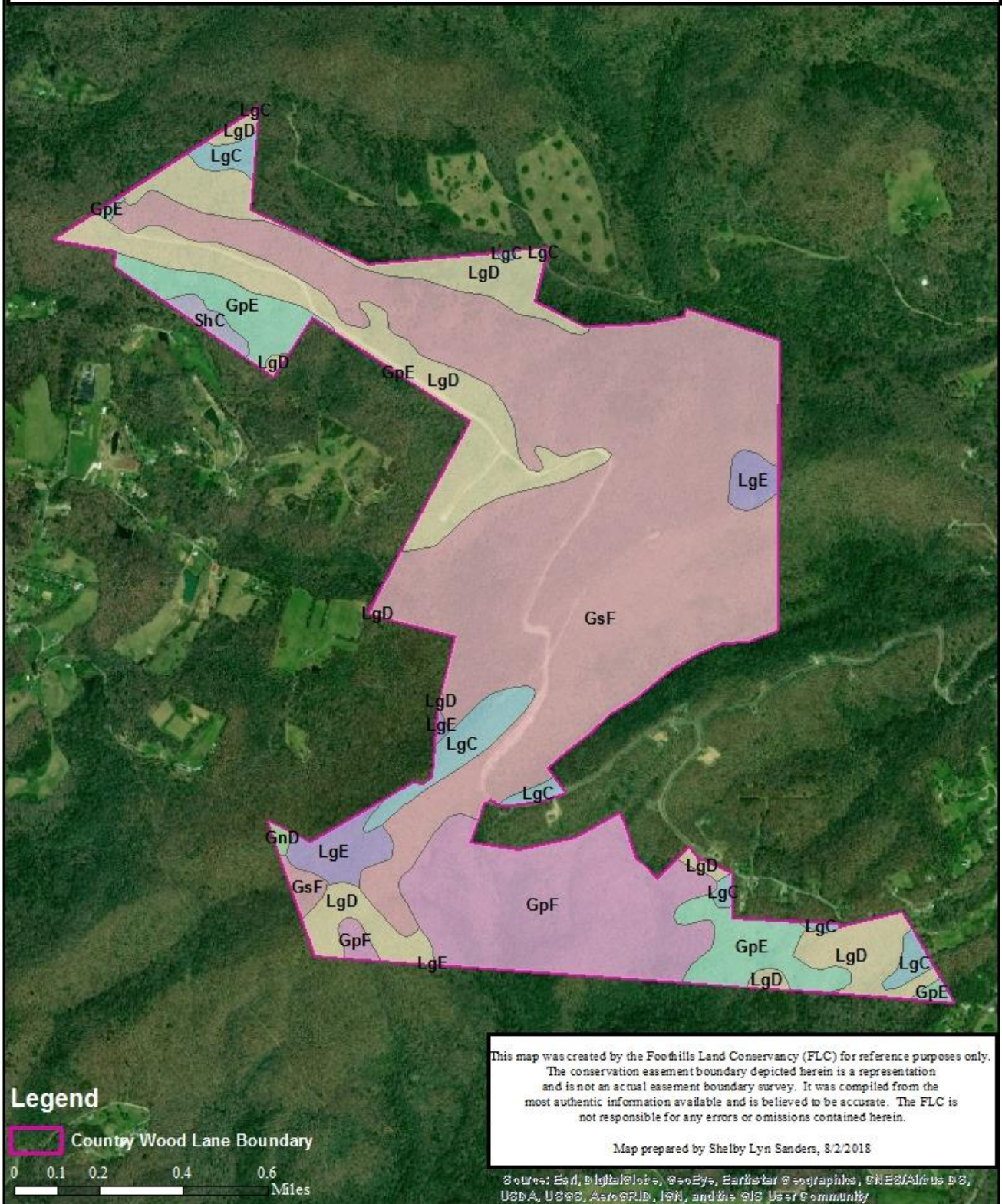
# Country Wood Lane, LLC Conservation Easement -- Morgan Co, TN -- Sub-Surface Geology Map --







# Country Wood Lane, LLC Conservation Easement -- Morgan Co, TN -- Soils Map --

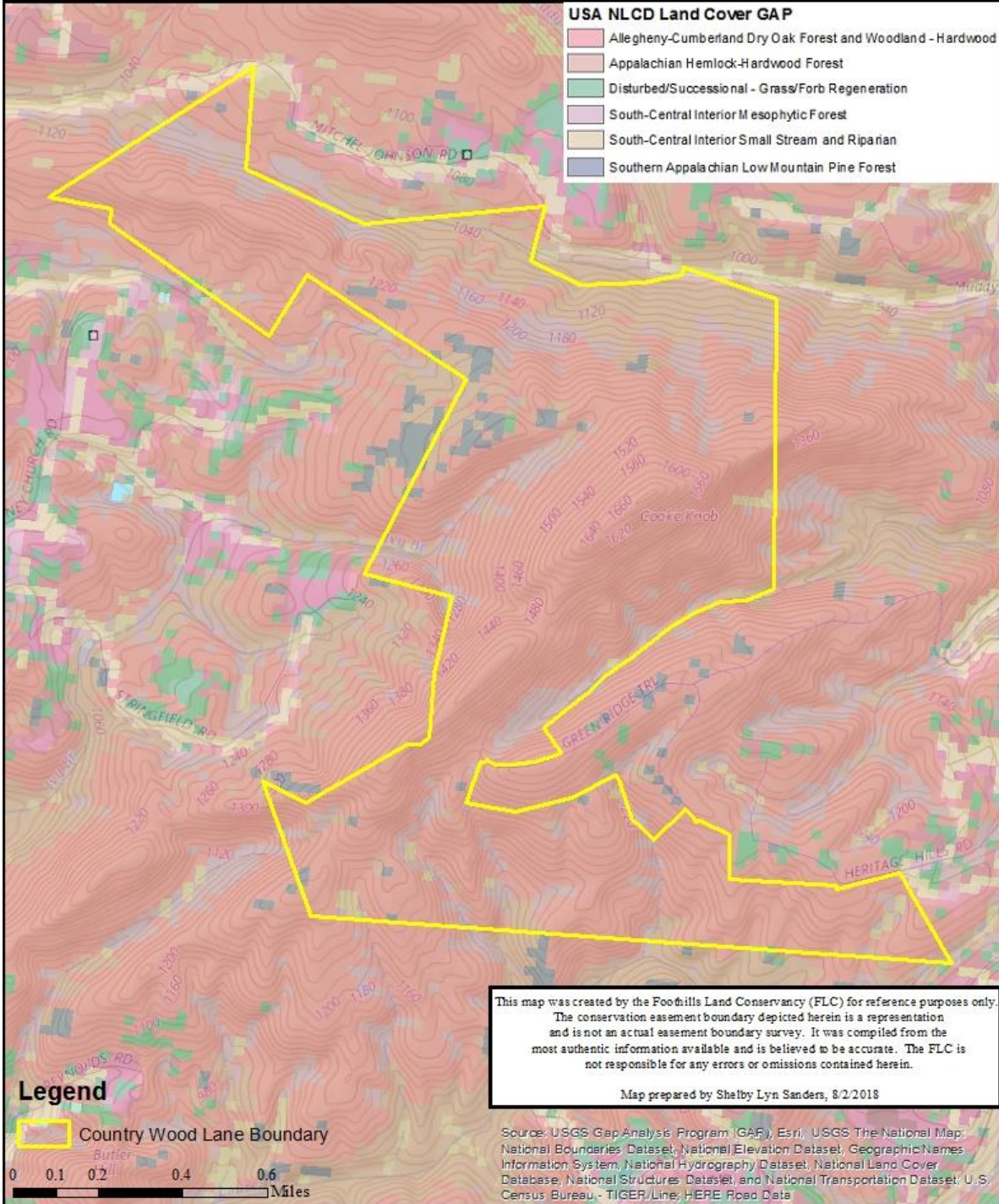


<b>Symbol</b>	<b>Description</b>	<b>Landform</b>	<b>% total acreage</b>
<b>GnD</b>	Gilpin silt loam, 12-20% slopes	Ridges	0.2
<b>GpE</b>	Gilpin-Petros complex, 20-35% slopes	Hillsides or mountainsides	6.1
<b>GpF</b>	Gilpin-Petros complex, 35-80% slopes	Hillsides or mountainsides	14.3
<b>GsF</b>	Gilpin-Boulin-Petros complex, 25-80% slopes	Gorges	53.7
<b>LgC</b>	Lily-Gilpin complex, 5-12% slopes	Ridges	3.8
<b>LgD</b>	Lily-Gilpin complex, 12-20% slopes	Hillsides or mountainsides	18.6
<b>LgE</b>	Lily-Gilpin complex, 20-35% slopes	Hillsides or mountainsides	2.7
<b>ShC</b>	Shelocta silt loam, 5-12% slopes	Hillsides or mountainsides	0.6





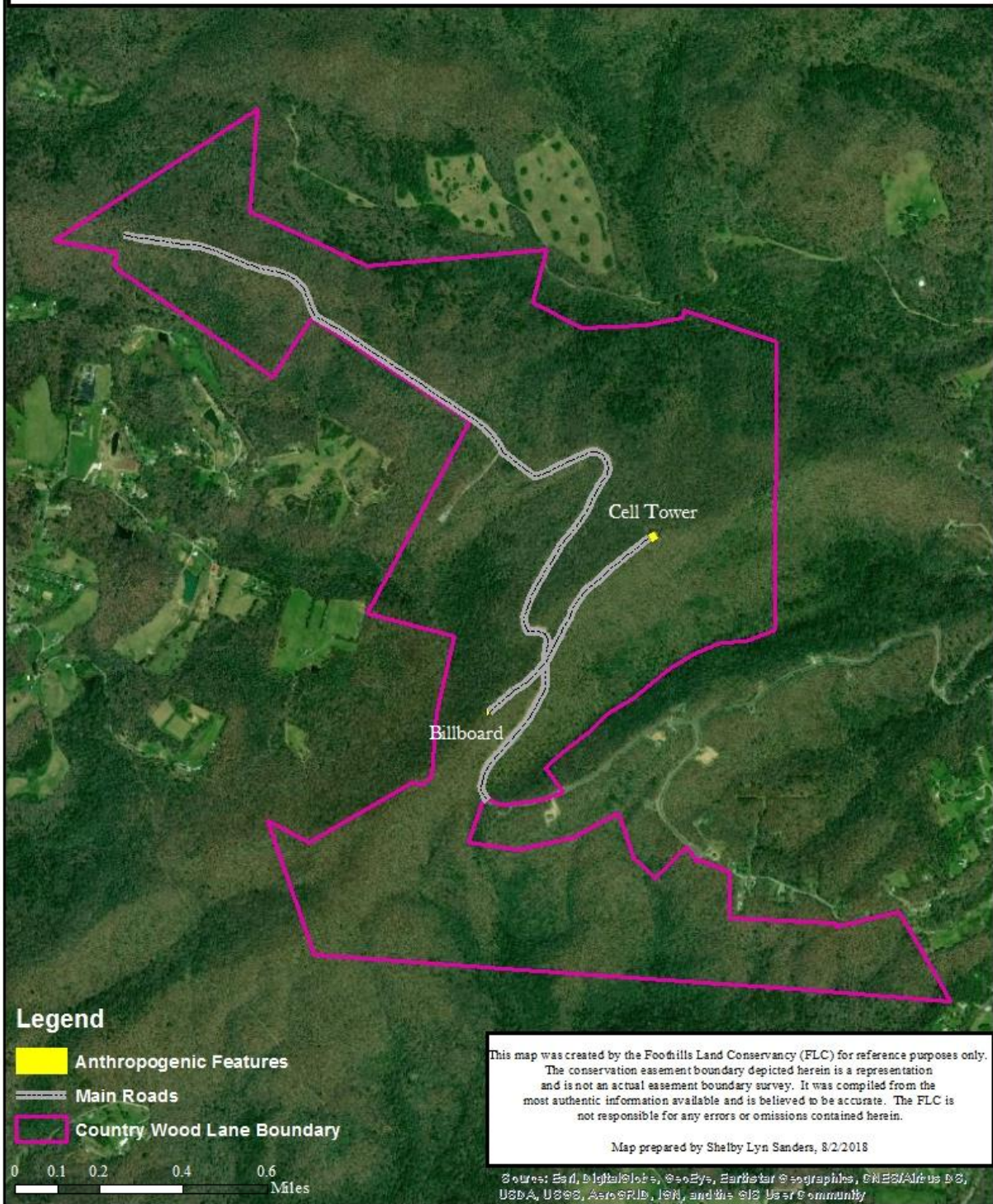
# Country Wood Lane, LLC Conservation Easement -- Morgan Co, TN -- Land Use Map --







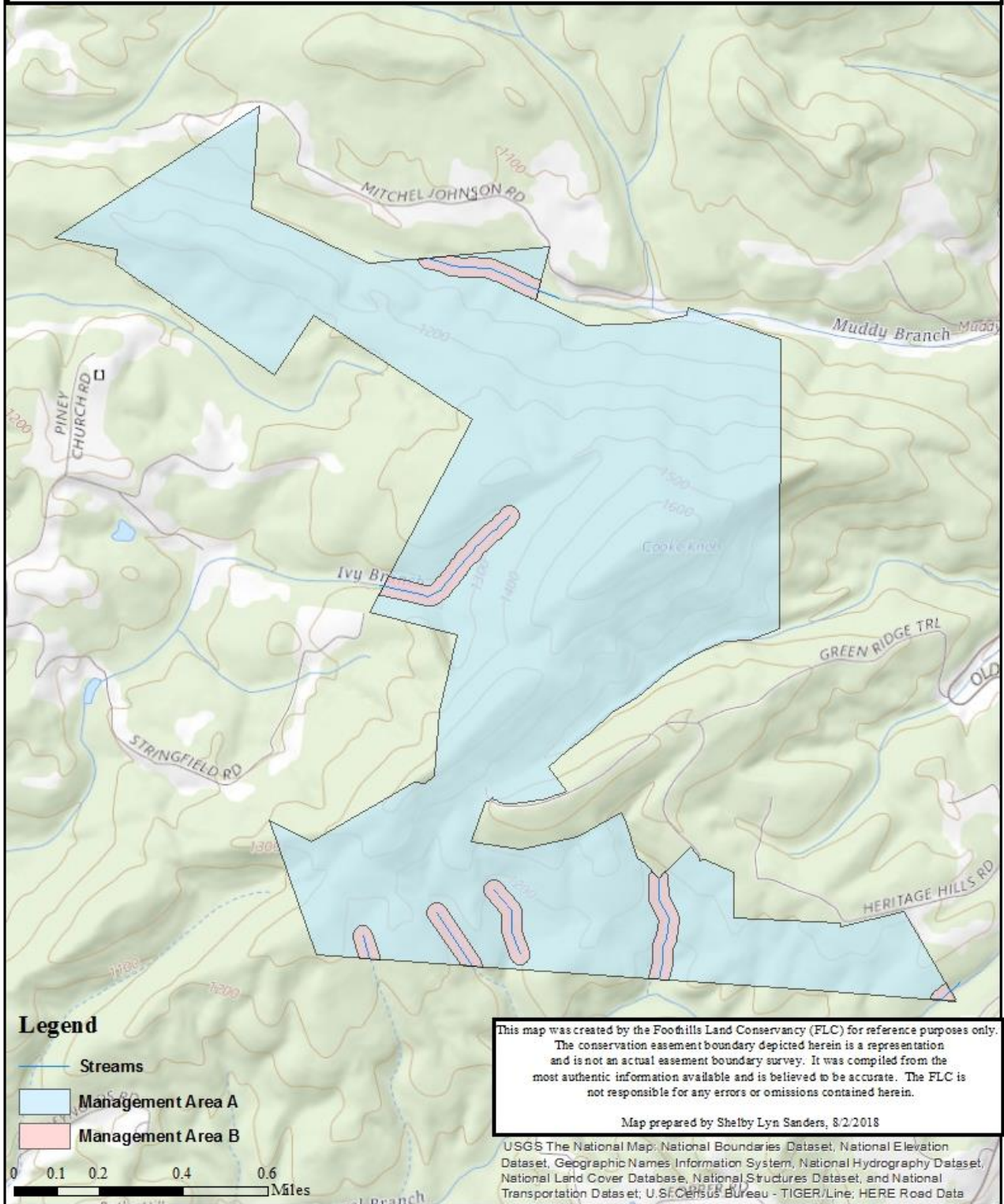
# Country Wood Lane, LLC Conservation Easement -- Morgan Co, TN -- Anthropogenic Features Map --







# Country Wood Lane, LLC Conservation Easement Morgan Co, TN - - Conservation Management Areas Map



### Legend

-  Streams
-  Management Area A
-  Management Area B



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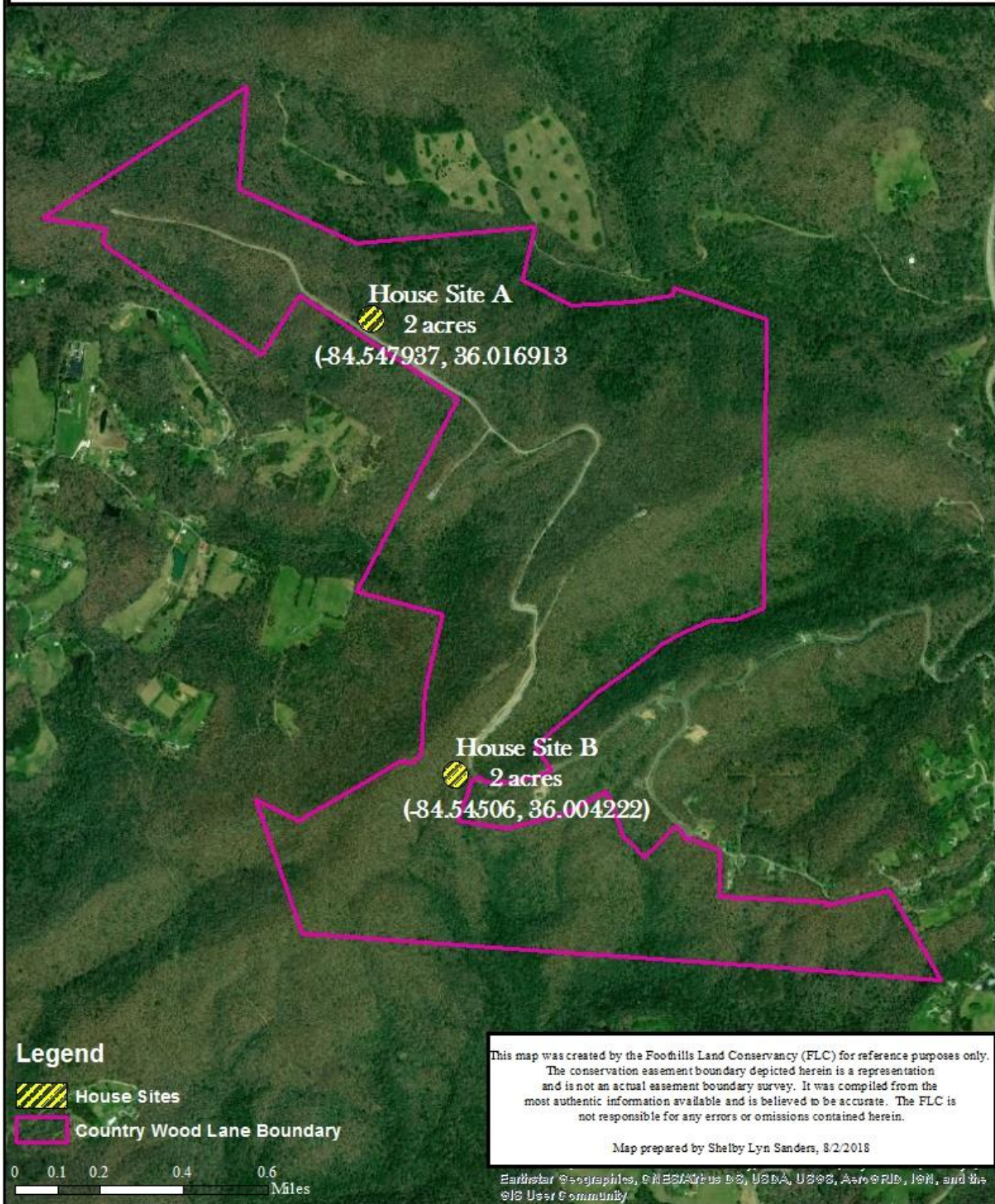
Map prepared by Shelby Lyn Sanders, 8/2/2018

USGS The National Map; National Boundaries Dataset, National Elevation Dataset, Geographic Names Information System, National Hydrography Dataset, National Land Cover Database, National Structures Dataset, and National Transportation Dataset; U.S. Census Bureau - TIGER/Line; HERE Road Data



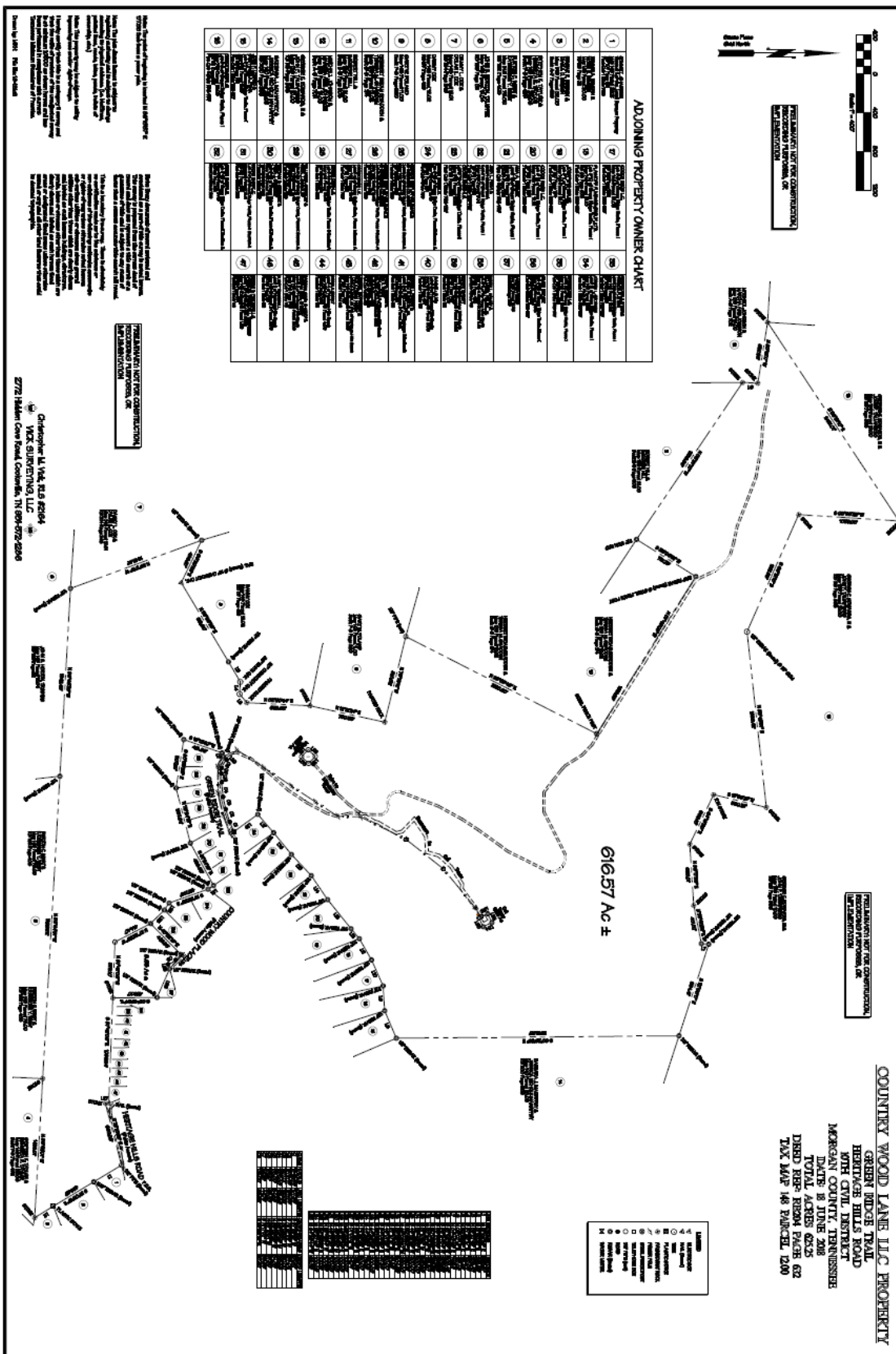


# Country Wood Lane, LLC Conservation Easement -- Morgan Co, TN -- House Sites Map --





# SURVEY DRAWING



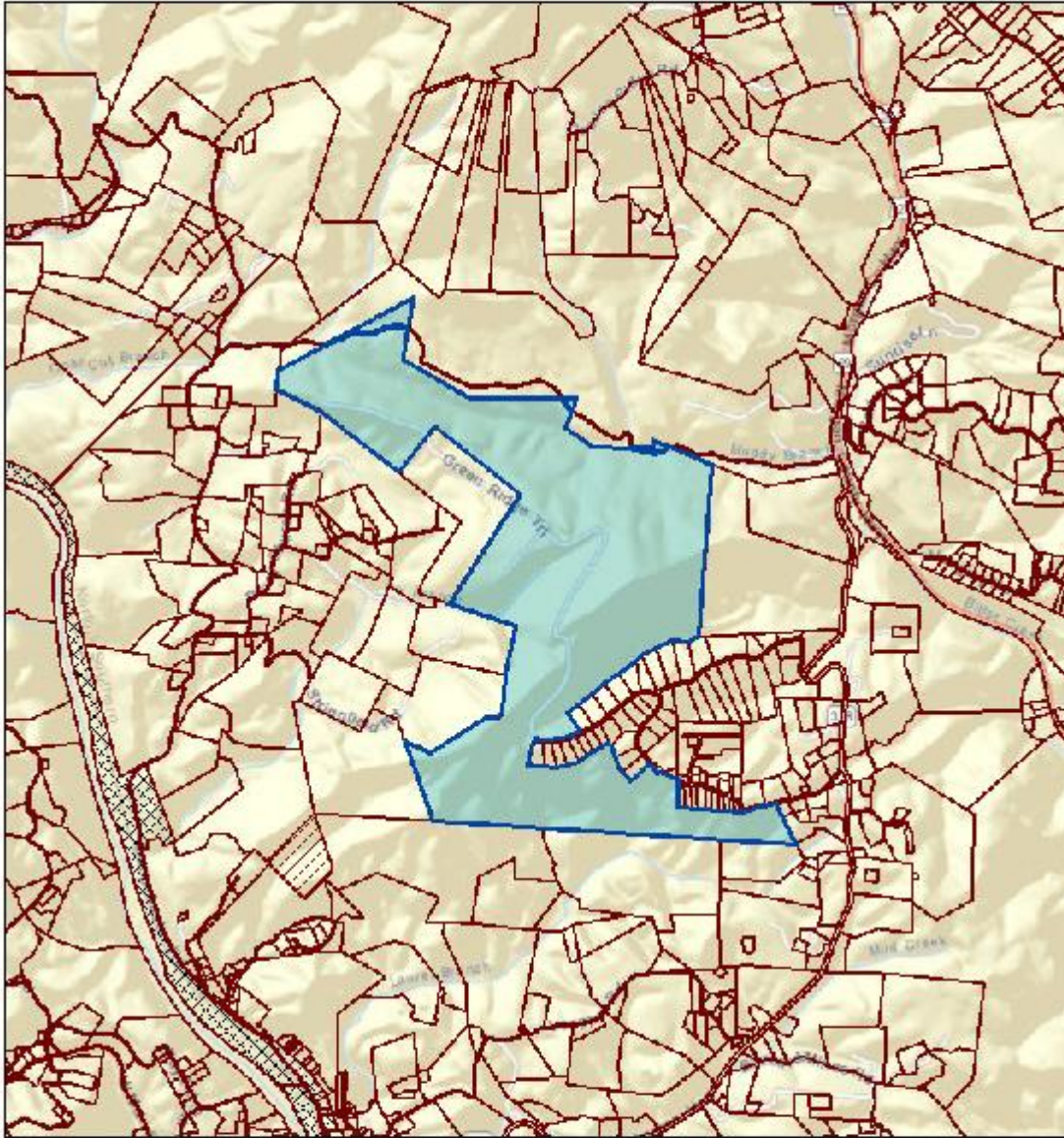
**PROPERTY DESCRIPTION**

(See Exhibit A Below)

**Parcel Map and Property Data**

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

**Morgan County - Parcel: 148 012.00**



Date: August 2, 2018  
County: Morgan  
Owner: COUNTRY WOOD LANE LLC  
Address: OAKDALE  
Parcel Number: 148 012.00  
Deeded Acreage: 595.19  
Calculated Acreage: 0  
Date of Imagery: 2015

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

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



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

County Number: **065**

County Name: **MORGAN**

Tax Year: **2018**

**Property Owner and Mailing Address**

**Jan 1 Owner:**  
 COUNTRY WOOD LANE LLC  
 4500 BISCAYNE BLVD STE 200  
 MIAMI, FL 33137

**Property Location**

**Address:** OAKDALE

**Map:** 148   **Grp:**   **Ctrl Map:** 148   **Parcel:** 012.00   **PI:**   **S/I:** 000

**Value Information**

**Reappraisal Year:** 2016

**Land Mkt Value:** \$751,000

**Improvement Value:** \$0

**Total Market Appraisal:** \$751,000

**Assessment %:** 25

**Assessment:** \$187,750

**General Information**

**Class:** 10 - FARM

**City #:** 000

**City:**

**SSD1:** 000

**SSD2:** 000

**District:** 10

**Mkt Area:** H01

**# 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:

Plat Bk:      Plat Pg:      Block:      Lot:

### Sale Information

Sale Date	Price	Book	Page	Vac/Imp	Type Instrument	Qualification
12/05/2016		204	632		QC	
08/27/2012	\$0	151	261			
05/07/2007	\$1,702,800	RB72	640	VACANT	WD	A
02/18/2007	\$1,200,000	RB70	280	VACANT	WD	A
02/16/2006	\$774,000	RB49	239	VACANT	WD	A
12/19/1997	\$460,000	X8	399	VACANT	WD	A
02/21/1996	\$0	R8	146			
11/09/1992	\$0	G8	778			
12/30/1991	\$0	E8	352			
08/28/1991	\$0	D8	421			

### Land Information




<b>Deed Acres:</b> 595.19	<b>Calc Acres:</b> 0.00	<b>Total Land Units:</b> 595.19
<b>Land Type:</b> 62 - WOODLAND 2	<b>Soil Class:</b> A	<b>Units:</b> 60.75
<b>Land Type:</b> 62 - WOODLAND 2	<b>Soil Class:</b> P	<b>Units:</b> 163.00
<b>Land Type:</b> 62 - WOODLAND 2	<b>Soil Class:</b> A	<b>Units:</b> 134.28
<b>Land Type:</b> 62 - WOODLAND 2	<b>Soil Class:</b> P	<b>Units:</b> 101.16
<b>Land Type:</b> 62 - WOODLAND 2	<b>Soil Class:</b> P	<b>Units:</b> 100.00
<b>Land Type:</b> 62 - WOODLAND 2	<b>Soil Class:</b> A	<b>Units:</b> 36.00



# DIRECTIONS TO PROPERTY WITH MAPS

Entry Coordinates: (36.004141, -84.542167)

← from 3402 Andy Harris Rd, Rockford, TN 37853  
to 294 Green Ridge Trail, Harriman, TN 37748

**1 h 6 min** (51.1 miles)   

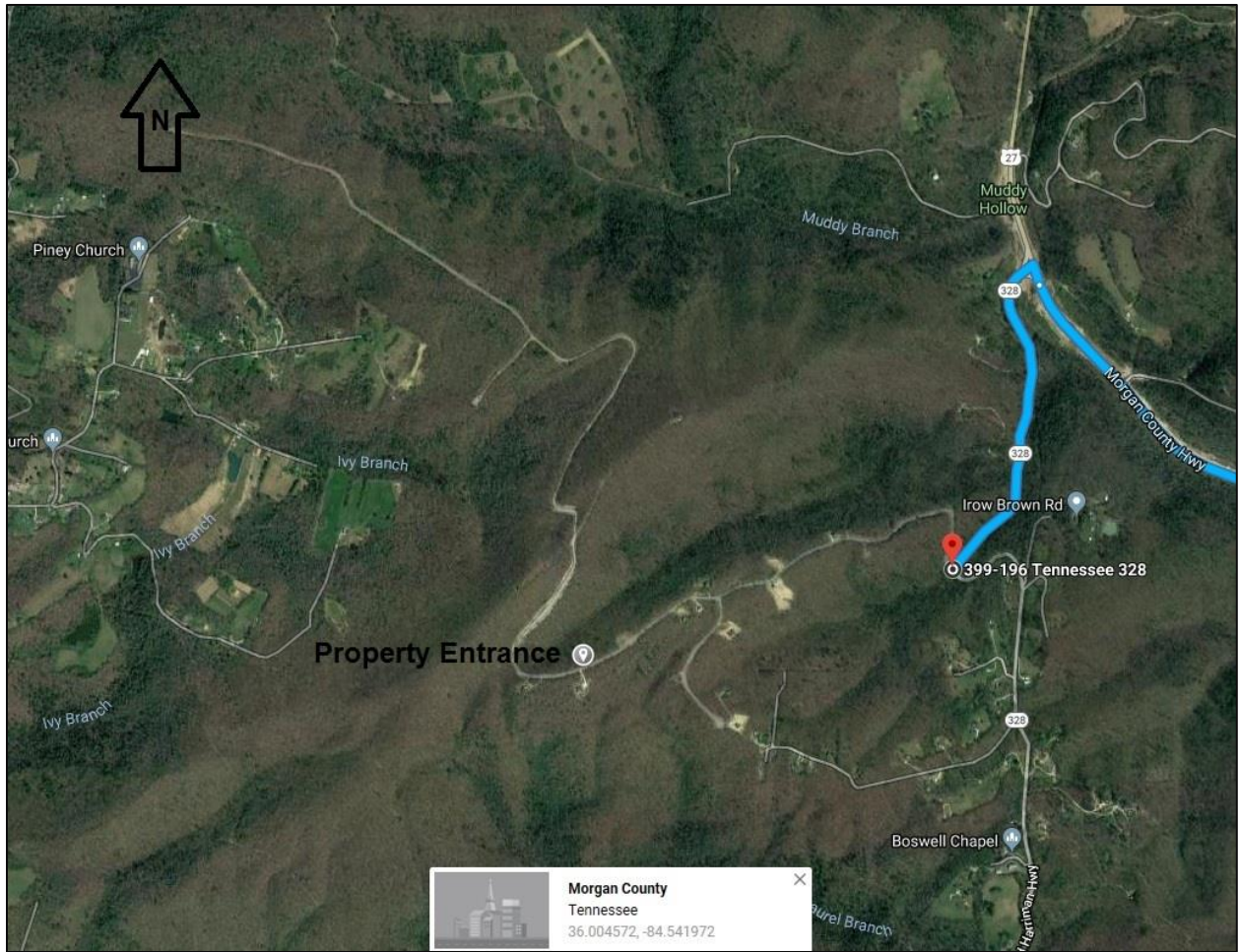
via I-140 W  
Best route

**3402 Andy Harris Rd**  
Rockford, TN 37853

- Get on I-140 W in Alcoa from Martin Mill Pike  
9 min (5.2 mi)
- Continue on I-140 W. Take TN-62 W and TN-61 W to TN-328 S in Morgan County  
53 min (44.0 mi)
- Continue on TN-328 S. Drive to Chadwick Dr  
4 min (1.9 mi)

**294 Green Ridge Trail**  
Harriman, TN 37748







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## PREPARERS' QUALIFICATIONS AND CONTRIBUTIONS

### **Shelby Lyn Sanders**—Lead Author

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.

### **Tom Howe**—Co-Author

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 has served as 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**—document development, contributed photographs/species data as noted

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.

### **Matthew Moore**—contributed photographs and species data as noted

Matthew studied at Berry College, receiving a B.S. in Biology with a minor in Chemistry in 2006. In 2013 he graduated from the University of Tennessee with a Master of Forestry and a

minor in Statistics. Matthew worked for Vermont Youth Conservation Corps leading trail crews, for The Nature Conservancy restoring Mexican spotted owl habitat, and worked three years for the Park Service treating hemlocks, controlling exotic, invasive plants, and managing their GIS data. His free time is spent with his wife and daughter camping, gardening, and identifying plants. Matthew joined Foothills Land Conservancy as a Conservation Assistant in 2017.



## **EXHIBITS**

(Electronic versions saved as independent files)

### **A. Conservation Easement**

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



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

Sandy Dalton, Register  
Morgan County Tennessee

Rec #: 152164  
Rec'd: 250.00  
State: 0.00  
Clerk: 0.00  
Other: 2.00  
Total: 252.00

Instrument #: 66002  
Recorded  
12/27/2018 at 1:29-PM  
in Record Book  
232  
Pgs 148-197

**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**

## **DEED OF CONSERVATION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS**

**THIS DEED OF CONSERVATION EASEMENT AND DECLARATION OF  
RESTRICTIVE COVENANTS** ("Easement") is made and effective as of the 27 day  
of December, 2018, by **Country Wood Lane, LLC**, a Florida limited  
liability company, authorized to do business in Tennessee ("Grantor"), in favor of  
**Foothills Land Conservancy**, a Tennessee non-profit corporation ("Grantee").

### **WITNESSETH:**

WHEREAS, Grantor is the owner in fee simple of approximately Six Hundred  
Fifteen and 65/100 (615.65) acres of real property, more or less, located in Morgan  
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, Morgan County, Tennessee, and the people of, and visitors  
to, the State of Tennessee, including visitors to the Big South Fork National River and  
Recreation Area, Frozen Head State Park, the Obed Wild and Scenic River, Historic  
Rugby, and other parks and natural areas in and around Morgan 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 Country Wood Lane, LLC property is located within the Level III Southwestern Appalachians Ecoregion 68, and the Level IV Cumberland Plateau Ecoregion 68a. According to the Nature Conservancy, this region is "... the world's longest hardwood-forested plateau and is widely considered one of the most biologically rich regions on Earth, rivaling the biodiversity of tropical rainforests"; and

WHEREAS, within the HUC 12—Little Emory River watershed, the Tennessee Department of Environment and Conservation (TDEC) lists four species of conservation concern, two of which—the Valley Flame crayfish (*Cambarus deweesae*) and smoky shrew (*Sorex fumeus*)—could occur on the property; and

WHEREAS, within the HUC 12—Emory River Lower watershed, twenty-nine species are listed as being of conservation concern; that number is quite significant and includes four fish, eighteen plants, three mussels, two crayfish, a lizard, and a neotropical migratory warbler; and

WHEREAS, the U.S. Fish & Wildlife Service (USFWS) Information for Planning and Conservation (IPaC) lists twelve federally threatened or endangered species that could potentially be impacted by conservation measures on the Property. These include two endangered and one threatened *Myotis* bat species, the threatened spotfin chub (*Erimonax monachus*), five endangered mussel species, and one endangered and two threatened plant species; and

WHEREAS, two species noted on the property are considered "Priority Species" by the Appalachian Mountain Joint Venture, a regional partnership of over forty-five state and federal agencies, conservation organizations, and universities dedicated to conserving habitat for the benefit of birds and other wildlife in the Appalachian Region. These two species are the Kentucky Warbler (*Geothlypis formosa*), which is listed as Highest priority, and Yellow-throated Vireo (*Vireo flavifrons*), which is listed as Moderate priority. These two birds are also listed as species of regional concern by Partners in Flight, another network of organizations engaged in landbird conservation. The protection of the property's natural habitat will support and help secure these important species as the effects of climate change and other anthropogenic factors continue to increase; and

WHEREAS, a brief species list compiled during a site visit on 9-6-18 included forty-three tree species, nine of which were oak and hickory species, plus 168 other shrubs and herbs. The predominance of oaks and hickories coupled with the presence of American beech, black gum, and black cherry provides mast for the consistent presence of desirable wildlife species such as Wild Turkey and white-tailed deer; and



WHEREAS, the property is located within the Catoosa/Emory River Conservation Opportunity Area (COA), as designated by the Tennessee State Wildlife Action Plan (SWAP). This COA is home to one of the largest tracts of contiguous forest in the state, thanks to over 300,000 acres of publicly-owned lands that offer not only a variety of outdoor recreation opportunities but also important habitat for the many wildlife species that require large blocks of unbroken forest. The property is located in an area of 'Medium' habitat priority within this COA, underscoring the value of its forests and the habitat they provide; and

WHEREAS, according to the USFWS National Wetlands Inventory, portions of several permanently flooded streams traverse the property. These include two named streams, Ivy Branch and Muddy Branch, as well as at least five unnamed drainages. Protection of streams of this size benefits not only the array of plants and animals using them directly for habitat, refuge, feeding areas, or as a travel corridor, but also the nearly 117 million people in the United States who get their drinking water from public systems that rely on these streams. Streams also reduce pollution by absorbing rainwater, runoff, sediment, and excess nutrients before they reach larger water bodies downstream; and

WHEREAS, the richness and importance of the region's biodiversity is further attested to by the considerable amount of protected land in the immediate area. The natural habitat found on the property will join several state-protected natural areas within five miles, including Lone Mountain State Forest, Catoosa Wildlife Management Area, and Frozen Head State Park, in achieving conservation goals by creating a larger, more contiguous natural landscape. To that end, the property plays a supporting role as a buffer between these preserved areas and encroaching development; and

WHEREAS, according to NatureServe, TWRA has identified parts of the property as well as a large expanse of adjacent lands as providing important habitat as described in the State Wildlife Action Plan. TWRA's designation of the property's forests as 'Priority Habitat' and its proximity to the similarly designated lands nearby underscores the Property's ecological value as a buffer and corridor, creating connectivity among a mosaic of habitat types; and

WHEREAS, housing density in the area has increased from being classified as nearly undeveloped to one dwelling unit for every 30-40 acres in a good portion of the area. Future projection shows the density in the area creeping up to one dwelling unit for every 10-20 acres. This conservation easement will aid in curtailing development in this open space and protect the land for the benefit of the public; it will protect the natural landscape and scenery of the area, both of which are being lost to development while being sought as relief from the fast pace and closeness of urban life; 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;

-4-



NOW, THEREFORE, as an absolute charitable gift with no monetary consideration, but in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, the sufficiency of which is hereby acknowledged, and pursuant to the laws of Tennessee, and in particular the Tennessee Conservation Easement Act of 1981, Tennessee Code Annotated Section 66-9-301 et seq., and the Tennessee Agricultural, Forestry and Open Space Land Act of 1976, Tennessee Code Annotated Section 67-5-1001 et seq., Grantor hereby voluntarily, unconditionally, and absolutely declares the restrictions set forth herein and grants and conveys to Grantee the Conservation Easement, in gross, in perpetuity, on, in, and over the Property, of the nature and character and to the extent hereinafter set forth, together with covenants running with the land, in perpetuity, to accomplish the Conservation Purposes. Grantee hereby accepts the grant of the Conservation Easement and agrees to hold the Conservation Easement exclusively for the Conservation Purposes set forth in this Easement, and to enforce the terms of the restrictive covenants set forth herein. The execution, delivery, and recordation of this Easement creates a property right vesting immediately in Grantee.

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

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

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

- 3.1 Subdivision.** The Property may not be divided, partitioned, or subdivided. The terms "Subdivided" and "Subdivision" shall include a long-term lease or other use of the Property that creates the characteristics of a subdivision of the Property as determined in the sole discretion of Grantee;
- 3.2 Commercial Development.** Any commercial or industrial use or development of the Property or on the Property;
- 3.3 Topography.** The filling, excavating, dredging, surface mining, deep mining, drilling, or any removal of topsoil, sand, gravel, shale, rock, peat, minerals, or other materials, on or from the Property. To the extent Grantor owns the mineral rights with respect to the Property, also prohibited is the exploration for, or development and extraction of,



minerals and hydrocarbons by any method whatsoever including, without limitation, mining or extraction from a site or location off the Property. With the prior express written consent of Grantee, minimal filling, excavating, and dredging shall be permitted as may be necessary for creekfront and waterfront stabilization, wildlife habitat rehabilitation, grading and/or rerouting roads and travelways to the extent doing so enhances and/or further protects the Conservation Values of the Property, and rehabilitation and pond maintenance as may be provided in **Section 4** of this Easement. No surface mining of any kind shall be permitted; all surface mining is strictly prohibited;

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

Grantee, and then only for the purpose of maintaining and monitoring the Property;

- 3.9 Signs.** The placement of any commercial signs or billboards on the Property except those small, relatively unobtrusive signs, the placement, number, and design of which do not diminish the scenic character of the Property, may be displayed to state the name and address of the Property and the names of persons living on the Property, to advertise the Property for sale or rent, to post the Property to control unauthorized entry, to provide notice that the Property is protected property, to identify Grantee as the holder of an interest in the Property, to identify a significant distinction of the Property, such as a Century Farm or National Register of Historic Places, or as may be required by the pre-existing uses of the Property;
- 3.10 Introduced Species.** The intentional introduction of any exotic or invasive plant or animal species on the Property;
- 3.11 Surface Water; Ground Water.** The pollution, contamination, or alteration of surface water, natural water courses, lakes, ponds, marshes, ground or subsurface water, or any water on or near the Property, except such alteration as may be described in **Section 4** of this Easement, or as may be legally permitted for irrigation or for use in ponds. No ground or surface water from the Property shall be removed, collected, impounded, stored, transported, diverted, or otherwise used for any purpose or use outside the boundaries of the Property without the prior express written consent of Grantee, which consent may be granted or withheld in Grantee's sole discretion;
- 3.12 Timber.** The cutting of any trees other than pursuant to a forest management plan approved by Grantee, and in accordance with both the Grantee Guidelines (as defined below) and the BMPs (as defined below), all as more particularly described in **Section 4** of this Easement; provided, however, the cutting down or removal of dead, diseased, or storm-damaged trees that may pose a threat to life or property on the Property, trees to be removed for wildfire control purposes as determined by the Tennessee Division of Forestry, or that may be required in order to maintain views, or for use by Grantor as personal firewood, shall be permitted; provided further, however, the provisions of this **Section 3.12** shall not be used or allowed for the purpose of avoiding compliance with the Forest Management provisions set forth in **Section 4** of this Easement. The allowances in this **Section 3.12** are intended to be minimal in scope;
- 3.13 Management Areas.** While the entire Property is subject to management for the preservation of the Conservation Values of the Property, because of

varying conditions of the Property, there are variations of management techniques for different areas of the Property. There shall be no timber cutting, timber harvesting, clearing or removal of vegetation, clearing or removal of leaf litter or other natural detritus, or any other activity that may have an adverse impact on the Conservation Values of the Property or the Conservation Purposes of this Easement in any area identified and designated by Grantee, either at the time of the conveyance of this Easement, or any time in the future, as a "Management Area B." Such areas include, but are not limited to, areas with significant Conservation Values with respect to relatively natural habitat for fish, wildlife, or plants or similar ecosystems and include, with or without specific designation by Grantee, any area within 100 feet, or such other distance as may be required by (a) the Grantee Guidelines or (b) the specific terrain, of any cave, cave opening, or cave entrance; wetlands; any area evidencing aquatic or wetland-based plant species; creeks; streams; and blue-line streams; provided, however, in the event Grantee makes a written determination that certain forest management or other activities within a Management Area B would enhance the Conservation Values of the Property or would further protect the Conservation Purposes of this Easement, subject to any and all Grantee requirements, such forest management or other activities, as outlined in writing by Grantee, may be permitted within a Management Area B; provided further, however, any use of the Property that is actually taking place within a Management Area B as of the date of this Easement and is (i) disclosed to Grantee by Grantor, or (ii) known by Grantee prior to the date of this Easement ("Prior Use"), shall be permitted to continue so long as such Prior Use is not changed, altered, modified, expanded, or in any other way varied so as to have an adverse impact on the Conservation Values of the Property or the Conservation Purposes of this Easement;

- 3.14 Density.** No portion of the Property may be used to satisfy land area requirements for other property not subject to this Conservation Easement for purposes of calculating building density, lot coverage, or open space pursuant to otherwise applicable federal, state, and local laws, rules, regulations, ordinances, or requirements controlling land use (collectively, "Land Use Laws"). No development rights that have been encumbered or extinguished by the Easement may be transferred or applied to any other property; and
- 3.15 Any Use Inconsistent with Purpose.** The parties recognize that this Easement cannot address every circumstance that may arise. The parties agree on the Conservation Values of the Property and the Conservation Purposes of this Easement, and further agree that those Conservation Values and the Conservation Purposes of this Easement are paramount to any other use of the Property. The Property will be retained forever in its natural, scenic, and undeveloped condition, and will be used in a manner so



as to prevent any use of the Property that will impair or interfere with the Conservation Values of the Property, its wildlife habitat, and/or natural resources. Any use or activity which is inconsistent with, or threatens, the Conservation Values of the Property or the Conservation Purposes of this Easement is prohibited.

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

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

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

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

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

**4.4 Dwelling Structure.** The right to construct, remodel, renovate, or replace one (1) residential dwelling on the Property in each of the two (2) 2-acre home site areas (individually, "Homesite" and collectively, "Homesites"), the approximate location of which is shown on the attached **Exhibit B** and the coordinates for the centerpoint of which, and the legal description of which, are shown on the attached **Exhibit C**. The size, design, and construction of each such residential dwelling shall be subject to the express, written consent of Grantee, and must not have an adverse impact on the Conservation Values of the Property or the Conservation Purposes of this Easement; provided that in no event shall such dwelling exceed 4,000 square feet of heated living area nor be greater than two (2) stories above ground in height, and further subject to the following:

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

road, travelway, driveway, or other structure the location of which is to be reviewed by Grantee under this **Section 4**;

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

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

**4.5 Agricultural/Accessory Structures.** The right to build one accessory structure, such as a barn or shed, within each Homesite area; provided, however, no accessory structure built or to be built within a Homesite area described in **Section 4.4** of this Easement, shall be used as a living or dwelling site. No such structure shall have a sewer connection, septic system, or other wastewater disposal system. The specific location and size of all such structures, which is subject to the express, written approval of Grantee, shall not adversely impact the Conservation Values of the Property



nor the Conservation Purposes of this Easement in the sole discretion of Grantee;

**4.6 Utilities.** The right to provide utilities to the residential dwelling described herein and any other permitted structure; provided, however, that while such utilities need not be underground, Grantor shall use its best efforts to locate any aboveground utilities in the least obtrusive location, at a minimum, staying as close as possible to already existing roads, driveways, or other access or maintenance travelways. This **Section 4.6** is not to be construed to permit any sewer connection, septic system, or other wastewater disposal system otherwise prohibited by **Section 4.5** of this Easement;

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

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

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

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

- (v) the terms, conditions, and provisions of this Easement;
- (vi) specific guidelines adopted by Grantee's Board of Directors, a copy of which was provided prior to the execution and delivery of this Easement ("Grantee Guidelines"), which may be amended from time-to-time, and which, to the extent they are inconsistent with BMPs (as defined below), shall control;

- (vii) the Tennessee Division of Forestry Best Management Practices Guidelines ("BMPs"), as outlined in the Forestry Best Management Practices Manual in existence as of the date of this Easement or as may be amended from time-to-time by the Tennessee Division of Forestry; and
- (viii) any and all other applicable county, state, and federal forestry laws, rules, regulations, ordinances, and requirements as they may apply to Grantor's specific timber management activities;

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

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

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

prior to the date it is presented to Grantee for review, or shall have been reviewed and updated as required by such a forester or other qualified person at least thirty (30) days prior to said date. Otherwise, periodic amendments and updates to the Plan are encouraged but not required.

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

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

- (b) **Timber Sale Contract.** No timber harvesting activities shall take place on the Property other than pursuant to the terms and conditions of the Contract between Grantor and the timber purchaser, which must be approved, in advance, by Grantee. Grantor must provide Grantee with a proposed Contract no less than ninety (90) days prior to any timber harvesting activities, setting forth, at a minimum, the following:



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

- (ii) Grantor retains the right to maintain and repair existing forest management roads and associated bridges and culverts (collectively, "Existing Roads") so long as such maintenance and repair, and the Existing Roads themselves, do not have an adverse impact on the Conservation Values of the Property or the Conservation Purposes of this Easement. In the event Grantee determines that the Existing Roads do have such an adverse impact, Grantee shall have the right to prohibit the use of some or all of the Existing Roads;
- (iii) Grantor shall have the further right to improve existing forest management roads and associated structures and to construct new forest management roads and associated improvements, in active consultation with Grantee, provided that said improvements, new roads, and associated improvements satisfy the Requirements, and that
  - (A) additional roads or road improvements are necessary to provide reasonable forest management access to the Property;
  - (B) provision is made for the adequate and proper closure and revegetation of skid roads and landings; and
  - (C) Grantor secures Grantee's prior written consent to the design, layout, location, and construction techniques with respect to all additional roads, road improvements, and any associated improvements.
- (d) **Harvest Notice; Contractor Requirements.** The following conditions apply to the commencement of any timber harvesting activity on the Property:
  - (i) All forest management activities must be in compliance with the Plan, the Contract, and the Road Plan, and be approved, in advance, by Grantee, as is more fully described in this **Section 4.8**;
  - (ii) Grantor shall provide Grantee with a written notice ("Harvest Notice") at least seven (7) days prior to commencement of any timber harvesting activities, and in no event less than thirty (30) days after Grantee's approval of the Plan, the Contract, and the Road Plan;

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

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

There shall be no timber cutting or other forestry activities in any area identified and designated by Grantee, either at the time of the conveyance of this Easement or at any time in the future, as a Management Area B. Such areas include, but are not limited to, areas with significant Conservation Values with respect to relatively



natural habitat for fish, wildlife, or plants or similar ecosystems and include, with or without specific designation by Grantee, any area within 100 feet, or such other distance as may be required by (a) the Grantee Guidelines or (b) the specific terrain, of any cave, cave opening, or cave entrance; wetlands; any area evidencing aquatic or wetland-based plant species; creeks; streams; and blue-line streams; provided, however, in the event Grantee makes a written determination that certain forest management or other activities within a Management Area B would enhance the Conservation Values of the Property or would further protect the Conservation Purposes of this Easement, subject to any and all Grantee requirements, such forest management or other activities, as outlined in writing by Grantee, may be permitted within a Management Area B;

- 4.9 Chemical Agents.** The right to use governmentally-approved chemical agents in the control of non-indigenous plant species and invasive plant species (whether indigenous or non-indigenous) and otherwise hazardous plants, provided, however, such actions shall be consistent with, and in compliance with, all applicable federal, state, and local laws, rules, regulations, ordinances, and requirements, and with manufacturer's guidelines, and, notwithstanding any such laws, rules, regulations, ordinances, requirements, and manufacturer's guidelines, must be in compliance with the best environmental practices then prevailing for conservation; provided further, however, if the use of any such chemical agents will have an adverse impact on any of the Conservation Values of the Property or the Conservation Purposes of this Easement, the use of such agents shall be prohibited. Any such herbicides or pesticides shall be the least toxic necessary to accomplish the task at hand;
- 4.10 Signs.** The right to display small, relatively unobtrusive signs showing the location and address of the Property and its facilities as well as signs indicating that the Property is available for sale or rent, for purposes of public access, if applicable, or as may be useful to support permitted educational, scientific, and recreational activities, as well as any sign indicating that the Property is protected property subject to this Easement;
- 4.11 Public Access.** The right to allow public access with permission for low-impact, nature-related activities such as hiking, nature study, picnicking, and other de minimis recreational activity; provided, however, no member of the public shall have any expectation of privacy while on the Property. Reference is made to **Section 2** of this Easement and Grantee's entry and monitoring rights as set forth therein;

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

interest in the Property does not adversely impact the Conservation Values of the Property or the Conservation Purposes of this Easement; and

**4.17 Other Uses.** Grantor may, or may permit others to, engage in or perform any other actions or activities that are not prohibited herein, and which do not compromise the Conservation Values of the Property or adversely impact the Conservation Purposes of this Easement.

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

No Reserved Right, or any other right described in **Section 4** of this Easement, may be exercised unless and until Grantee is satisfied that the exercise of such right in the manner proposed by Grantor can be undertaken without an adverse impact on the Conservation Purposes of this Easement, the Conservation Values of the Property, or other significant ecological values of the Property. The



procedure set forth herein is established for the purpose of making that determination. Grantor hereby waives, for Grantor and Grantor's heirs, executors, successors, and assigns, to the fullest extent allowed by law, any and all right to seek or recover damages from Grantee in any litigation or other legal action arising from a dispute over Grantee's exercise of its rights, obligations, or interpretations under this **Section 4** or any other Section of this Easement, and Grantor agrees that the sole remedy or legal right to seek redress arising from any adverse decision of Grantee shall be to seek a declaratory judgment or other legal declaration by a Court of Competent Jurisdiction (defined below) as to the rights of Grantor hereunder. Grantor and Grantee agree that it is their intent that the rights reserved by Grantor in this Easement conform to the requirements of 26 C.F.R. Section 1.170A-14, and any rights so reserved by Grantor shall be limited to the extent such rights do not conform with 26 C.F.R. Section 1.170A-14. Grantor may not exercise any of its rights reserved under this Easement, including those rights reserved in this **Section 4**, in such a manner that may adversely impact the Conservation Values of the Property or the Conservation Purposes of this Easement. Notwithstanding any other provision of this Easement, Grantor shall notify Grantee, in writing, before exercising any of Grantor's reserved rights under **Section 4** of this Easement that may have an adverse impact on the Conservation Values of the Property or the Conservation Purposes of this Easement. If Grantee determines, in Grantee's sole discretion, that any specific exercise by Grantor of any of its reserved rights under this Easement may have an adverse impact on the Conservation Values of the Property or the Conservation Purposes of this Easement, Grantee may withhold its approval of such action.

**5. Notice and Approval.**

**5.1 Notice of Intention to Undertake Action Permitted Pursuant to Section 4.** The purpose of requiring Grantor to notify Grantee prior to undertaking any of the activities described in **Section 4** of this Easement is to afford Grantee an adequate opportunity to review the proposed activities to ensure that they are designed and carried out in a manner that is not inconsistent with the terms, conditions, and purposes of this Easement. Whenever Grantor intends to exercise any right reserved in **Section 4**, Grantor shall notify Grantee in writing not less than thirty (30) days prior to the date Grantor intends to undertake the activity in question, unless a different time period is expressly required hereunder. The notice shall describe the nature, scope, design, location, timetable, and any other material aspects of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the terms, conditions, and purposes of this Easement.

**5.2 Grantee's Approval.** Grantee shall grant or withhold its approval in writing within thirty (30) days of actual receipt of Grantor's written request therefor. Grantee's approval may be withheld on a determination by

Grantee that the action as proposed would be inconsistent with the terms, conditions, and purposes of this Easement, would be inconsistent with the restrictions set forth in this Easement, would adversely impact the Conservation Values of the Property, would adversely impact the Conservation Purposes of this Easement, or would adversely impact any other significant ecological values of the Property. In the event Grantee has not replied in writing to Grantor's request within such thirty (30) day period (or such other applicable time period as may be expressly required hereunder), Grantor's request will be deemed denied.

**6. Grantee's Remedies.**

- 6.1 Notice of Violation; Corrective Action.** If Grantee determines that a violation of the terms of this Easement has occurred or is threatened, Grantee shall give written notice of such violation to Grantor and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan to which Grantor and Grantee have agreed in writing. In the event Grantor and Grantee, both operating in good faith, cannot agree to such plan, another organization that is qualified pursuant to Section 170(h) of the Internal Revenue Code and 26 C.F.R. Section 1.170A-14 to acquire and hold conservation easements, which organization holds at least 20 (or some substantially significant number) conservation easements in the same general area as Grantee, shall prepare the plan of restoration, at Grantor's sole cost and expense.
- 6.2 Injunctive Relief.** If Grantor fails to cure the violation within sixty (60) calendar days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, if Grantor fails to begin curing such violation within the sixty (60) day period, or if Grantor fails to diligently pursue the cure to completion, in addition to exercising any other remedy set forth in this Easement, Grantee may bring an action at law or in equity in a Court of Competent Jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte*, as necessary, by temporary restraining order, temporary or permanent injunction, and/or, in Grantee's discretion, to require the restoration of the Property to its condition at the time of the donation of this Easement as set forth in 26 C.F.R. Section 1.170A-14(g)(5)(ii). The parties agree that any bond to be posted by Grantee in pursuit of such a remedy shall be no more than Five Hundred Dollars (\$500).
- 6.3 Damages.** If there is a violation of any of the provisions of this Easement, Grantee shall notify Grantor by written instrument, and Grantor shall

promptly cure the violation by (a) ceasing the activity giving rise to the violation, (b) restoring the Property to its condition before the violation, or (c) both, as the case may be. Grantee shall have the right, but not the obligation, to pursue legal actions or proceedings at law and/or in equity to enforce the terms of this Easement, including, without limitation, the protection of the Conservation Values of the Property and the Conservation Purposes of this Easement, including the right to cause such violation to be cured, and if a Court of Competent Jurisdiction determines that a violation has occurred hereunder, the then-current owner of the Property shall reimburse Grantee, as applicable, for all reasonable expenses incurred, including legal fees and attorney fees, whether in or out of court, and the cost of legal proceedings brought to cure the violation or to collect such reimbursement. Additionally, if Grantor violates this Easement in such a manner as to cause damage to, extract, or remove any trees, mineral resources, pond, wetland, stream, or other natural resource protected by this Easement, including a violation resulting from failure to obtain Grantee's approval, Grantee shall be entitled to payment of damages in the amount of the value of the protected natural resource in addition to all other remedies and damages set forth herein. Grantee may seek payment and recovery of such damages by any means available. The value of the protected natural resource shall be established as the greater of (y) the market value of the resource or (z) the cost of immediate restoration of the Property and all resources to their condition prior to the violation. If such immediate restoration is not reasonably possible, then the market value of the resource shall be the amount of damages. If the resource does not have readily determinable market value, then the amount of damages shall be the amount which a Court of Competent Jurisdiction may determine, taking into account the importance of the resource to the fulfillment of the Conservation Purposes of this Easement.

- 6.4 Emergency Enforcement.** If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property or the Conservation Purposes of this Easement, Grantee may pursue its remedies under this **Section 6** without prior notice to Grantor or without waiting for the expiration of any cure period.
- 6.5 Scope of Relief.** Grantee's rights under this **Section 6** apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are, or may be, inadequate and that Grantee shall be entitled to the injunctive relief described in **Section 6.2** of this Easement, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual



damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this **Section 6** shall be cumulative and shall be in addition to all remedies now or hereafter existing at law, in equity, or as may be set forth in this Easement.

- 6.6 Costs of Enforcement.** All reasonable, actual costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, actual costs and expenses of suit, actual, reasonable attorney fees (with or without suit), and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor; provided, however, that if Grantor ultimately prevails in a judicial enforcement action, each party shall bear its own costs, fees, and expenses. In no event shall Grantee be liable to Grantor for any costs, fees (including attorney fees), or expenses brought in the course of an enforcement action unless it is conclusively determined that Grantee acted with actual malice in bringing such enforcement action, in which case Grantee shall be liable to Grantor only for Grantor's costs, fees (including reasonable attorney fees), and expenses actually incurred in defending such a suit.
- 6.7 Forbearance.** Forbearance by Grantee to exercise any of its rights under this Easement in the event of any violation of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such provision or of any subsequent breach of the same or any other provision of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy on the occurrence of any breach by Grantor shall impair such right or remedy or be construed as a waiver.
- 6.8 Waiver of Certain Defenses.** Grantor hereby waives any defenses of laches, estoppel, prescription, statute of limitations, or any period of limitations of actions.
- 6.9 Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, vandalism or illegal acts, fire, flood, storm, natural earth movement, or acts of God, or from any prudent action taken by Grantor in good faith under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.
- 6.10 Rights and Remedies in Relation to Third Parties.** As the owner of a real property interest under this Easement, Grantee shall have the right, without limitation of any rights herein as against Grantor, to assert and enforce any of the rights and remedies in this Easement against any person

or entity other than Grantor that engages in any activity on the Property that constitutes a violation of any of the covenants or restrictions of this Easement, whether such person or entity enters on the Property as a tenant, guest, or invitee of Grantor, by an act of trespass, or by any claim of right, and Grantor shall cooperate with Grantee by joining in any action or proceeding commenced by Grantee for such purpose. No trespasser or any other person on the Property with or without Grantor's express permission, including Grantor, shall have any expectation of privacy while on the Property, and Grantee shall not be liable to any such trespasser or person on the Property, including Grantor, for any "invasion of privacy" claim or any other or similar claim arising as a consequence, intended or unintended, of, or related to, Grantee's activities in monitoring the Property and enforcing the provisions of this Easement.

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

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

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

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

Grantor shall have such lien discharged and/or released, in full, within thirty (30) calendar days of the assertion of such lien.

**8.2 Taxes.** Each owner of any portion of the fee interest Property shall pay all taxes and assessments lawfully assessed against such portion of the Property owned by such owner, and shall provide to Grantee receipted tax bills or other evidence satisfactory to Grantee within thirty (30) days of any written request therefor. Grantee shall have the right to pay any lawful taxes and assessments in order to prevent a "delinquent tax sale" or other lien foreclosure of the Property or any portion thereof, and the entire amount paid by Grantee, together with all costs and expenses, fines, interest, and penalties, including reasonable attorney fees, shall be immediately due and payable to Grantee by Grantor, and shall bear interest at the then-applicable rate of interest for judgments in Tennessee, currently set at 10%, until fully paid. In the event the Property, or any portion thereof, is sold at a delinquent tax sale, Grantee shall have all redemption rights provided in the Tennessee Code Annotated to a fee simple owner of the Property, as if Grantee were the fee simple owner of the Property; Grantee shall be considered a "Person Entitled to Redeem" as that term is defined in Tennessee Code Annotated Section 67-5-2701, et seq.

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



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

- (a) No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, rule, regulation, ordinance, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Property;
- (b) There are no above ground or underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned, and no above ground or underground storage tanks have been removed from the Property other than in full compliance with applicable federal, state, and local laws, rules, regulations, ordinances, and requirements;
- (c) Grantor and the Property are in compliance with all federal, state, and local laws, rules, regulations, ordinances, and requirements as may be applicable to the Property and/or its uses;
- (d) There is no pending or threatened litigation in any way affecting, involving, or relating to the Property;
- (e) No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, rule, regulation, ordinance, or requirement as may be applicable to the Property and/or its uses, and Grantor is not aware of any facts or circumstances that Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders; and
- (f) The Baseline Documentation Report includes, among other things:
  - Owner Acknowledgment of Condition.
  - Purpose and Summary of Easement Conditions.
  - Natural Features of the Property.
  - Environmental Conditions of the Property.
  - Narrative description of the significant ecological and other Conservation Values and characteristics of the Property.
  - Topographic map of the Property.

- Photographs of current site conditions on the Property.

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

- 8.5 Environmental Compliance; Remediation.** If, at any time, there occurs, or has occurred, a release by Grantor in, on, under, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, rule, regulation, ordinance, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to, promptly and with all due haste, take all steps necessary to assure its containment and remediation, including any cleanup that may be required, to the full and complete satisfaction of any and all federal, state, and local agencies or authorities and to the full and complete satisfaction of Grantee.
- 8.6 Environmental Compliance; No Grantee Control.** Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an "operator" or other potentially responsible or responsible party with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), and Tennessee Code Annotated Section 68-212-101 et seq., or any other state or federal law regarding liability for hazardous wastes, toxic substances, pollution, or other, similar matters.
- 8.7 Indemnity and Hold Harmless.** If Grantee is required by a court of competent jurisdiction to pay damages resulting from personal injury, property damage, hazardous waste contamination, or hazardous materials usage that occurs on the Property, Grantor shall promptly indemnify and reimburse Grantee for these payments, as well as for reasonable attorney fees and other expenses incurred by Grantee in connection therewith, unless Grantee or its agents or contractors are grossly negligent or have committed a deliberate act that is determined by a court of competent jurisdiction to be the cause of the injury or damage.
- 8.8 Indemnification.** Grantor covenants and agrees to indemnify, defend, reimburse, and hold Grantee, its directors, officers, agents, contractors, counsel, and employees harmless from, for, and against any Loss (defined below) to the extent such Loss arose from an Indemnified Cause (defined below). A "Loss" shall mean any loss, cost, liability, penalty, fine, claim, or

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

**9. Extinguishment and Condemnation.**

**9.1 Extinguishment.** If a subsequent unexpected change in the conditions surrounding the Property make impossible or impractical the continued use of the Property for conservation purposes, this Easement can be terminated or extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction, and Grantee shall be entitled to a portion of the proceeds from any sale, exchange, or involuntary



conversion of all or any portion of the Property subsequent to such termination or extinguishment ("Conversion Proceeds") at least equal to the proportionate value of the perpetual conservation restriction as set forth in **Section 9.2**, below, multiplied by the total amount of the Conversion Proceeds, unless Tennessee law provides that Grantor is entitled to the full amount of the Conversion Proceeds without regard to the terms of this Easement. Grantee shall use all such proceeds in a manner consistent with the Conservation Purposes of this Easement.

**9.2 Proceeds.** The Conservation Easement constitutes a real property interest ("Interest") immediately vested in Grantee. For the purposes of this paragraph, and pursuant to Treasury Regulation § 1.170A-14(g)(6)(ii), Grantor and Grantee stipulate that this Interest shall have a fair market value that is equal to the proportionate value that the Conservation Easement at the time of the grant of the Conservation Easement bears to the value of the Property as a whole at the time of the grant of the Conservation Easement. For the purposes of this paragraph, the ratio of the value of the Conservation Easement to the value of the Property as a whole shall remain constant. It is intended that this paragraph be interpreted to adhere to and be consistent with 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: Country Wood Lane, LLC  
15 Professional Court  
Rome, Georgia 30165  
Attn: A. Kyle Carney

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

or to such other address as either party from time to time shall designate by written notice to the other. Notice shall be effective, whether actually received or not (a) if personally delivered, on the date of personal delivery; (b) if by mail, on the earlier of (i) the date the return receipt is signed or (ii) that date which is four (4) business days following the date of mailing, which must be evidenced by a mailing receipt obtained from the United States Postal Service at the time of mailing; or (c) if by overnight courier, on the earlier of (i) that date which is two (2) business days following timely deposit with the overnight courier with fees prepaid for "next business day delivery," or (ii) the date on which the notice is signed by the recipient on delivery.

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

**16. General Provisions.**

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



**16.2 Liberal Construction.** Notwithstanding the general rules of construction of documents, this Easement shall be liberally construed in favor of the grant to effect the purposes of this Easement and the policy and purpose of Tennessee Conservation Easement Act of 1981, Tennessee Code Annotated Section 66-9-301 et seq. ("Tennessee Act"), and to qualify as a qualified conservation contribution pursuant to 26 U.S.C. Section 170(h) and the regulations applicable thereto ("U.S. Act"). The Tennessee Act and the U.S. Act are sometimes referred to herein collectively as the "Acts." If any provision of this instrument is found to be ambiguous, it shall be interpreted in such a manner as to protect the Conservation Values of the Property and the Conservation Purposes of this Easement, and to comply with and be consistent with the Acts. Further, if any provision of this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid, to the extent such interpretation will have the effect of protecting the Conservation Values of the Property and the Conservation Purposes of this Easement. Neither party shall be deemed to have drafted this Easement for purposes of the general rules of construction of documents. This Easement is made pursuant to and in conformance with the Acts, but the invalidity of either of the Acts or any part thereof shall not impact the validity and enforceability of this Easement according to its terms, it being the intent of the parties to agree and to bind themselves, their heirs, executors, successors, and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law, or private agreement in existence either now or hereafter.

**16.3 Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remaining provisions of this Easement, or the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby, and shall remain in full force and effect.

**16.4 No Authorized Violation of Law.** Nothing contained in this Easement shall be interpreted to authorize or permit Grantor to violate any federal, state, or local law, rule, regulation, ordinance, or requirement. In the event of any conflict between any such law, rule, regulation, ordinance, or requirement and the terms of this instrument, Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Easement and such law, rule, regulation, ordinance, or requirement.

**16.5 Possible Grantee Default.** To the extent that any action taken by Grantee pursuant to this Easement gives rise to a claim of breach of contract, and to

the extent not already addressed by any other provision of this Easement, Grantor and Grantee agree that the sole remedy on the part of Grantor shall be reimbursement of actual direct out-of-pocket expenses reasonably incurred by Grantor as a result of such breach, as determined by a Court of Competent Jurisdiction, and that Grantor shall not have any right to any indirect, special, speculative, remote, punitive, exemplary, consequential, or monetary damages in excess of such actual, direct, and reasonable out-of-pocket expenses.

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

**16.12 Merger.** In the event Grantee becomes the holder of the underlying fee interest in the Property, no merger of the fee and the Conservation Easement shall take place, it being the specific intent of the parties hereto that, notwithstanding the operation of Tennessee common law, but pursuant to the provisions of Tennessee Code Annotated Section 66-9-304(a), as it exists on the date this Easement is recorded, this Easement shall remain an encumbrance on the Property regardless of the commonality of ownership of the fee and the Conservation Easement unless this Easement is conveyed by specific written instrument to the holder of the fee.

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

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

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

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

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

*Signature pages follow*

*The remainder of this page is intentionally left blank*



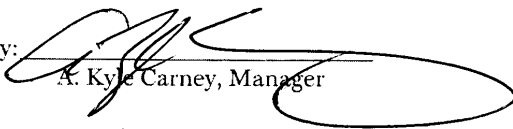
**Grantor Signature Page**

**GRANTOR:**

**Country Wood Lane, LLC**

By: Blackland Group, LLC  
Its: Manager

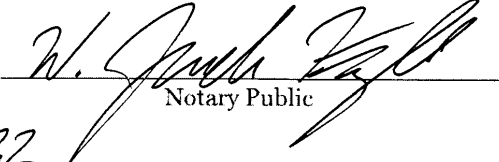
**Blackland Group, LLC**

By:   
A. Kyle Carney, Manager

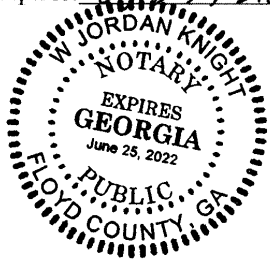
STATE OF Georgia  
COUNTY OF Floyd

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

WITNESS my hand at office this 20<sup>th</sup> day of December, 2018.

  
Notary Public

My commission expires: 6/25/22



Grantee Signature Page

GRANTEE:

Foothills Land Conservancy

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

STATE OF TENNESSEE

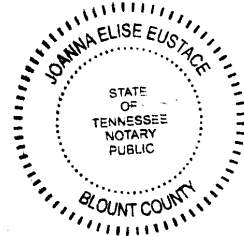
COUNTY OF Blount

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

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

Joanna Eustace  
Notary Public

My Commission Expires: 9/27/22



**EXHIBIT A-1**

**Country Wood Lane, LLC  
Property Description**

**SITUATE** in the Tenth (10<sup>th</sup>) Civil District of Morgan County, Tennessee, located on Green Ridge Trail and Heritage Hills Road, being shown on Morgan County CLT Map 148, as Parcel 012.00, and being more particularly described as follows:

**BEGINNING** at a 1/2" pipe (found) located in the southern right-of-way of Heritage Hills Road and being located N 89°15'57" E 177.53 feet from a power pole; thence leaving the road and going with the Connie L. Chadwick property being Tract #1 of the Jewell Duncan property S 31°02'39" E 333.97 feet to a 5/8" rebar (found); thence leaving Chadwick and Tract #1 and going with the Dennis A. Duncan and Vickie E. Duncan property S 31°03'19" E 488.13 feet to a plastic stake; thence leaving Dennis and going with the Edgar R. Brown and Diana D. Brown property S 31°35'25" E 225.93 feet to a stone; thence leaving Brown and going with the Stephen K. Taylor and Henrieta R. Taylor property N 86°42'01" W 1439.01 feet to a stone; thence leaving Taylor and going with the Burton C. West and Katherine Y. West property N 86°44'51" W 3128.72 feet to a 1/2" rebar (found); thence leaving West and going with the John B. Horton, Trustee property N 86°46'25" W 1942.45 feet to a 1/2" rebar (found); thence leaving Horton and going with the Danny L. Cox and Dylan L. Cox property N 20°11'18" W 1443.81 feet to a 1/2" rebar (found); thence leaving Cox and going with the Danny Cox property S 64°20'22" E 486.97 feet to a nail (found) at a 16" chestnut oak; thence N 59°09'29" E 951.90 feet to a 1/2" rebar (found); thence N 59°27'49" E 238.45 feet to a 26" white oak; thence S 87°23'10" E 127.06 feet to a 20" chestnut oak; thence N 50°36'41" E 115.48 feet to a painted rock; thence N 02°50'44" E 653.65 feet to a stone; thence leaving Cox and going with the Gary W. Poland property N 12°21'24" E 790.59 feet to a painted rock; thence N 76°12'41" W 910.52 feet to a 1/2" pipe (set); thence leaving Poland and going with the Herbert Brian Shadden and Teresa M. Shadden property N 26°58'46" E 2213.60 feet to a steel fence post; thence N 57°49'03" W 1919.59 feet to a 3/8" rebar (found) at steel fence post; thence S 32°06'31" W 721.78 feet to a 1/2" iron rod (found); thence leaving Shadden and going with the Robert Hill and Imogene Hill property N 55°57'37" W 1956.96 feet to a stone; thence leaving Hill and going with the Mitchell Johnson and Martha Ann Johnson property N 03°07'14" E 157.02 feet to a stone; thence N 80°51'17" W 637.56 feet to a stone; thence leaving Johnson and going with the George C. Edwards, III and John P. Taliaferro property N 56°31'10" E 2461.07 feet to a stone; thence S 03°38'23" W 1039.03 feet to a stone; thence S 66°12'15" E 1321.93 feet to a 1/2" rebar (found) at a 16" gum; thence N 83°42'57" E 1826.42 feet to a stone; thence S 13°39'19" W 560.37 feet to an "X" on a stone; thence S 64°16'33" E 568.15 feet to a stone; thence N 86°17'39" E 635.01 feet to a stone; thence N 78°41'32" E 401.57 feet to a 1/2" rebar (found); thence N 04°40'45" E 76.54 feet to a 1/2" rebar

*Exhibit A-1 Page 1 of 3*

(found); thence S 72°00'17" E 994.41 feet to a 1/2" rebar (found); thence leaving Edwards and Taliaferro and going with the Barbara J. Mahaffey and Jessica Nichole Mahaffey property S 00°28'58" E 2919.85 feet to a 1/2" rebar (found); thence leaving Mahaffey and going with lot #7 of Green Ridge Trails, Phase I S 67°02'33" W 308.42 feet to a 1/2" rebar (found); thence leaving lot #7 and going with lot #8 S 86°24'54" W 256.92 feet to a 1/2" rebar (found); thence leaving lot #8 and going with lot #9 S 65°56'55" W 293.29 feet to a 1/2" rebar (found); thence leaving lot #9 and going with lot #10 S 60°05'58" W 253.35 feet to a 1/2" rebar (found); thence leaving lot #10 and going with lot #11 S 50°24'16" W 133.50 feet to a 1/2" rebar (found); thence leaving lot #11 and going with lot #12 S 51°10'32" W 385.58 feet to a 1/2" rebar (found); thence leaving lot #12 and going with lot #13 S 55°42'55" W 300.00 feet to a 1/2" rebar (found); thence leaving lot #13 and going with lot #14 S 46°52'26" W 300.00 feet to a 1/2" rebar (found); thence leaving lot #14 and going with lot #15 S 50°43'13" W 290.31 feet to a 1/2" rebar (found); thence leaving lot #15 of Green Ridge Trails, Phase I and going with lot #48 of Green Ridge Trails, Phase II Section A S 49°08'40" W 250.00 feet to a 1/2" rebar (found); thence S 35°39'51" E 304.69 feet to a 1/2" rebar (found); thence leaving lot #48 and going with the northern right-of-way of Green Ridge Trail along a curve having an arc length of 107.98 feet, with a radius of 1843.66 feet and a chord of S 67°31'43" W 107.97 feet; thence along a curve having an arc length of 138.08 feet, with a radius of 1373.48 feet and a chord of S 72°28'33" W 138.02 feet; thence along a curve having an arc length of 130.05 feet, with a radius of 1377.01 feet and a chord of S 78°03'57" W 130.00 feet; thence along a curve having an arc length of 153.66 feet, with a radius of 1375.00 feet and a chord of S 83°58'28" W 153.58 feet; thence S 87°10'18" W 91.86 feet; thence along a curve having an arc length of 54.26 feet, with a radius of 175.00 feet and a chord of N 83°56'25" W 54.05 feet; thence along a curve having an arc length of 98.70 feet, with a radius of 182.17 feet and a chord of N 59°13'01" W 97.50 feet; thence crossing Green Ridge Trail S 46°01'35" W 50.00 feet to a 1/2" rebar (found); thence leaving the road and going with lot #47 of Green Ridge Trails, Phase II Section A along a curve having an arc length of 44.79 feet, with a radius of 24.23 feet and a chord of S 71°17'07" W 38.68 feet to a 1/2" rebar (found); thence S 19°12'40" W 418.86 feet to a 1/2" rebar (found); thence continuing with lot #47 and 46 S 80°58'26" E 507.57 feet to a 1/2" rebar (found); thence leaving lot #46 and going with lot #45, 44, & 43 N 75°24'19" E 587.64 feet to a 1/2" rebar (found); thence leaving lot #43 and going with lot #42, 41, & 40 N 61°24'19" E 498.83 feet to a 1/2" rebar (found); thence leaving lot #40 of Green Ridge Trails, Phase II Section A and going with lot #20 of Green Ridge Trails, Phase I S 34°09'20" E 67.38 feet to a 1/2" rebar (found); thence leaving lot #20 and going with lot #21 & 22 S 19°32'39" E 427.08 feet to a 1/2" rebar (found); thence S 55°45'55" E 86.99 feet to a 1/2" rebar (found); thence leaving lot #22 and going with lot #23 S 44°26'58" E 200.00 feet to a 1/2" rebar (found); thence leaving lot #23 and going with the remainder of the County Wood Lane LLC property S 27°22'59" E 414.40 feet to a 1/2" pipe (set); thence S 87°47'06" E 579.10 feet to a stone; thence leaving County Wood and going with lot #1-11 of Heritage Hills South S 87°47'06" E 1089.34 feet to a nail (found); thence leaving lot #1 and going

*Exhibit A-1 Page 2 of 3*



with the southwestern right-of-way of Heritage Hills Road S 01°00'11" W 34.74 feet to a stone; thence N 75°21'56" E 660.38 feet **to the beginning** being 616.57 acres as surveyed by Christopher M. Vick, Tennessee R.L.S. #2164 on 18 June 2018.

**SUBSUMED WITHIN** the above described property, but specifically excluded from the provisions of this Easement are the following two tracts:

**Cell Tower Tract:**

**BEGINNING** at a 5/8" rebar (found) being the southwestern corner of this described parcel as well as being located S 34°27'39" E 24.43 feet from a phone box; thence going with the Country Wood Lane, LLC property N 25°41'54" W 100.29 feet to a 5/8" rebar (found); thence N 64°36'45" E 100.18 feet to a 5/8" rebar (found); thence S 25°27'40" E 100.09 feet to a 5/8" rebar (found); thence S 64°29'44" W 99.76 feet **to the beginning** being 0.23 acres as surveyed by Christopher M. Vick, Tennessee RLS #2164 on 18 June 2018.

**Microwave Tower Tract:**

**BEGINNING** at a point being the northeastern corner of this described parcel as well as being located N 37°02'44" W 374.66 feet from a power pole; thence going with the Country Wood Lane, LLC property S 12°51'36" W 300.00 feet; thence N 77°08'24" W 100.00 feet; thence N 12°51'36" E 300.00 feet; thence S 77°08'24" E 100.00 feet **to the beginning** being 0.69 acres as surveyed by Christopher M. Vick Tennessee RLS #2164 on 18 June 2018.

**BEING** the same property conveyed to Grantor by instrument of record in **Record Book 204, Page 632**, in the Register of Deeds Office for Morgan 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.

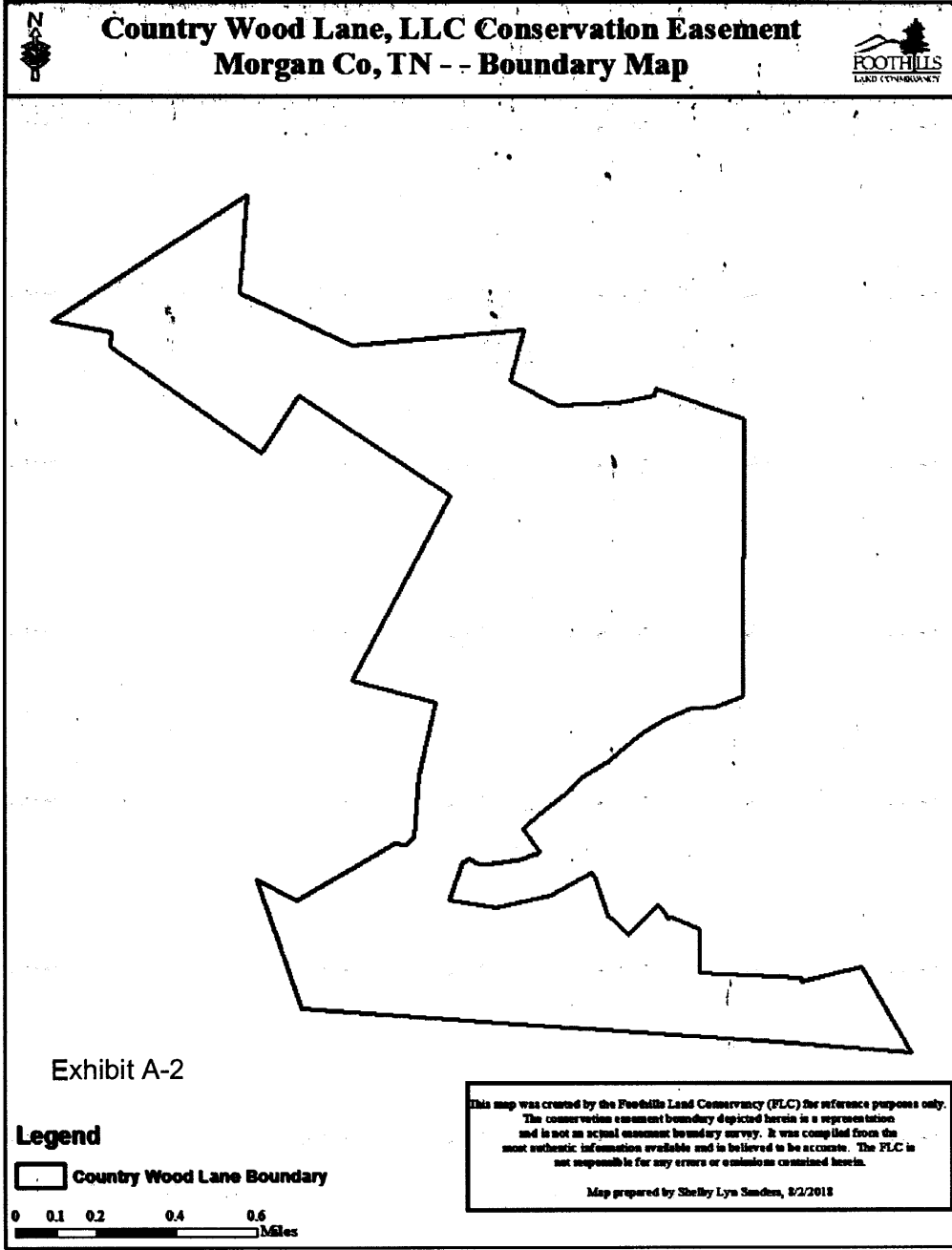
*Exhibit A-1 Page 3 of 3*

**EXHIBIT A-2**

**Country Wood Lane, LLC  
Drawing of the Property**

*(Drawing is attached immediately behind this page)*

*Exhibit A -2 Page 1 of 2*

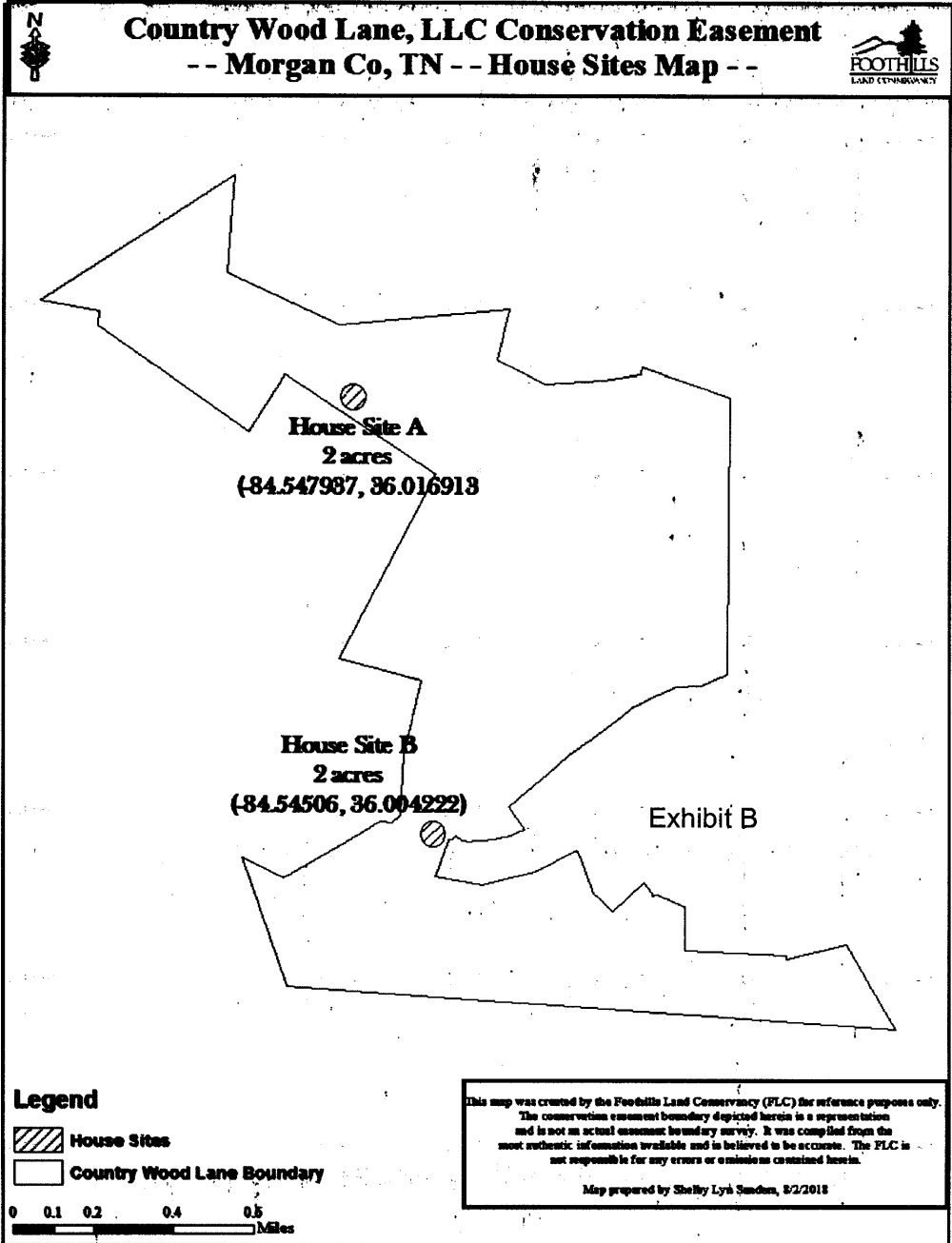


**EXHIBIT B**

**Country Wood Lane, LLC**  
**Drawing Depicting Homesites**  
*(Drawing is attached immediately behind this page)*

*Exhibit B Page 1 of 2*





**EXHIBIT C**

**Country Wood Lane, 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  $36^{\circ}01'00.887''$  (36.016913) North and Longitude  $84^{\circ}32'52.573''$  (84.547937) 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  $36^{\circ}00'15.199''$  (36.004222) North and Longitude  $84^{\circ}32'43.822''$  (84.545506) West, thence Due North for a distance of 166.53' to a calculated point in the circumference of said circular tract, the **POINT OF BEGINNING**, thence from said POB with the edge of said circle, in a clockwise direction, a circle having a circumference of 1,046.34' to the said Point of Beginning, said circular tract having an area of approximately 2.0 acres.

**AFFIDAVIT OF CONSIDERATION**

STATE OF Tennessee  
COUNTY OF Blount

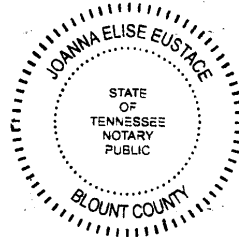
I hereby swear or affirm that the actual consideration for the conveyance set forth above is \$ -0-.

W.C. Abney, Sr., E.M.  
Affiant

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

Joanna Elise Eustace  
Notary Public

My Commission expires: 9/27/22



Sandy Dalton, Register  
Blount County Tennessee  
Rec #: 152164  
Rec'd: 250.00 Instrument #: 66002  
State: 0.00 Recorded  
Clerk: 0.00 12/27/2018 at 1:29 PM  
Other: 2.00 in Record Book  
Total: 252.00 232  
Pgs 148-197

<b>Morgan (065)</b>	Jan 1 Owner	Current Owner	<b>OAKDALE</b>				
<b>Tax Year 2024   Reappraisal 2021</b>	COUNTRY WOOD LANE LLC	145 JOHN DAVENPORT DR	Ctrl Map:	Group:	Parcel:	PI:	SI:
	145 JOHN DAVENPORT DR	ROME GA 30165	148		012.00		000
	ROME GA 30165						

**Value Information**

Land Market Value:	\$915,700
Improvement Value:	\$0
Total Market Appraisal:	\$915,700
Assessment Percentage:	25%
Assessment:	\$228,925

**Additional Information**

**General Information**

<b>Class:</b> 10 - Farm	<b>City:</b>
<b>City #:</b>	<b>Special Service District 2:</b> 000
<b>Special Service District 1:</b> 000	<b>Neighborhood:</b> H01
<b>District:</b> 10	<b>Number of Mobile Homes:</b> 0
<b>Number of Buildings:</b> 0	<b>Utilities - Electricity:</b> 01 - PUBLIC
<b>Utilities - Water/Sewer:</b> 12 - NONE / NONE	<b>Zoning:</b>
<b>Utilities - Gas/Gas Type:</b> 00 - NONE	

**Outbuildings & Yard Items**

Building #	Type	Description	Units
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**Sale Information**

Long Sale Information list on subsequent pages

**Land Information**

Long Land Information list on subsequent pages



**Sale Information**

Sale Date	Price	Book	Page	Vacant/Improved	Type Instrument	Qualification
12/5/2016	\$0	204	632		QC - QUITCLAIM DEED	-
8/27/2012	\$0	151	261		-	-
5/7/2007	\$1,702,800	RB72	640	V - VACANT	WD - WARRANTY DEED	A - ACCEPTED
2/18/2007	\$1,200,000	RB70	280	V - VACANT	WD - WARRANTY DEED	A - ACCEPTED
2/16/2006	\$774,000	RB49	239	V - VACANT	WD - WARRANTY DEED	A - ACCEPTED
12/19/1997	\$460,000	X8	399	V - VACANT	WD - WARRANTY DEED	A - ACCEPTED
2/21/1996	\$0	R8	146		-	-
11/9/1992	\$0	G8	778		-	-
12/30/1991	\$0	E8	352		-	-
8/28/1991	\$0	D8	421		-	-

**Land Information**

Deed Acres: 586.51	Calculated Acres:	Total Land Units: 586.51	Units
Land Code	Soil Class		
62 - WOODLAND 2	A		60.75
62 - WOODLAND 2	P		163.00
62 - WOODLAND 2	A		134.28
62 - WOODLAND 2	P		92.48
62 - WOODLAND 2	P		100.00
62 - WOODLAND 2	A		36.00

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

<b>Morgan (065)</b>	Jan 1 Owner	Current Owner	<b>OAKDALE</b>				
<b>Tax Year 2024   Reappraisal 2021</b>	COUNTRY WOOD LANE LLC	145 JOHN DAVENPORT DR.	Ctrl Map:	Group:	Parcel:	PI:	SI:
	145 JOHN DAVENPORT DR.	ROME GA 30165	148		012.00		001
	ROME GA 30165						

**Value Information**

<b>Land Market Value:</b>	\$92,000
<b>Improvement Value:</b>	\$0
<b>Total Market Appraisal:</b>	\$92,000
<b>Assessment Percentage:</b>	40%
<b>Assessment:</b>	\$36,800

**Additional Information**

UNITED STATES CELLULAR

**General Information**

<b>Class:</b> 08 - Commercial	<b>City:</b>
<b>City #:</b>	<b>Special Service District 2:</b> 000
<b>Special Service District 1:</b> 000	<b>Neighborhood:</b> H01
<b>District:</b> 10	<b>Number of Mobile Homes:</b>
<b>Number of Buildings:</b> 0	<b>Utilities - Electricity:</b> 01 - PUBLIC
<b>Utilities - Water/Sewer:</b> 01 - PUBLIC / PUBLIC	<b>Zoning:</b>
<b>Utilities - Gas/Gas Type:</b> 01 - PUBLIC - NATURAL GAS	

**Outbuildings & Yard Items**

Building #	Type	Description	Units
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**Sale Information**

Sale Date	Price	Book	Page	Vacant/Improved	Type Instrument	Qualification
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**Land Information**

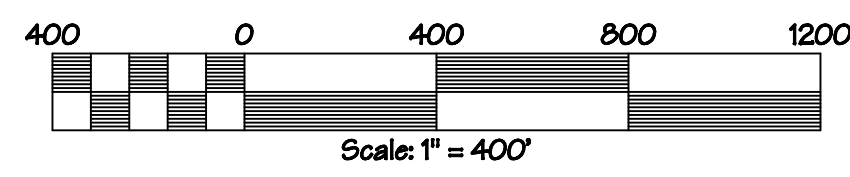
**Deed Acres:** 0.25      **Calculated Acres:**      **Total Land Units:** 0.25

Land Code	Soil Class	Units
11 - COM RURAL		0.25



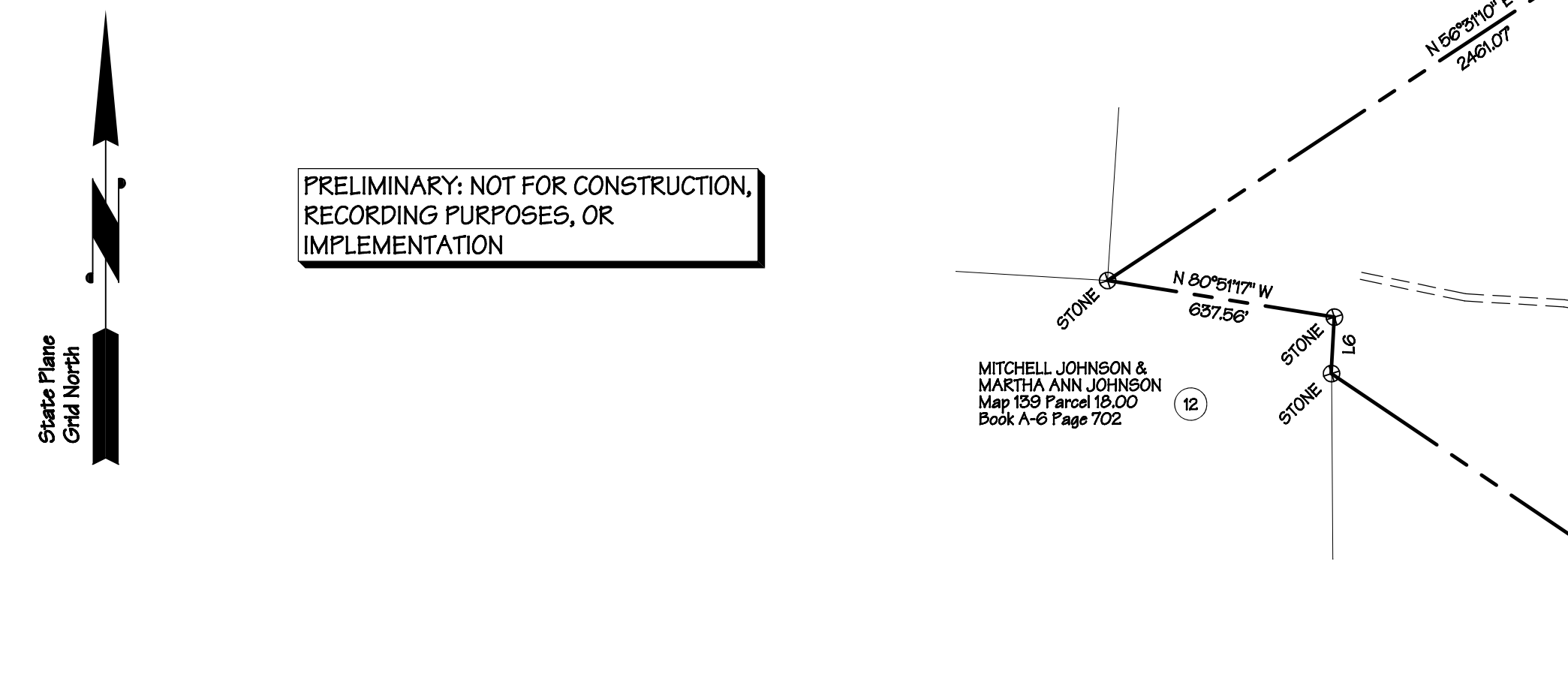
COUNTRY WOOD LANE LLC PROPERTY

GREEN RIDGE TRAIL  
HERITAGE HILLS ROAD  
10TH CIVIL DISTRICT  
MORGAN COUNTY, TENNESSEE  
DATE: 18 JUNE 2018  
TOTAL ACRES 625.25  
DEED REF: RB204 PAGE 632  
TAX MAP 148 PARCEL 12.00



PRELIMINARY: NOT FOR CONSTRUCTION,  
RECORDING PURPOSES, OR  
IMPLEMENTATION

PRELIMINARY: NOT FOR CONSTRUCTION,  
RECORDING PURPOSES, OR  
IMPLEMENTATION



**ADJOINING PROPERTY OWNER CHART**

1	CONNIE L. CHADWICK Tract # 1 of the Jewell Duncan Property Map 149 Parcel 23.21 RP 127 Page 591 Plat Cab 1 Slide 763	17	COOKE KNOB L.C. Lot # 9 of Green Ridge Trails, Phase I Map 149 Parcel 12.03 RP 151 Page 291 Plat Cab 1 Slide 725-727	33	ALEXANDER J. VITIK & PATRICIA P. VITIK Lot # 20 of Green Ridge Trails, Phase I Map 149 Parcel 12.20 RP 151 Page 291 Plat Cab 1 Slide 725-727
2	DENNIS A. DUNCAN & VICKIE E. DUNCAN Map 149 Parcel 30.00 RP 23 Page 72	18	PLAINTIFF FUNDING GROUP, LTD. Lot # 10 of Green Ridge Trails, Phase I Map 149 Parcel 12.10 RP 98 Page 679 Plat Cab 1 Slide 725-727	34	JOSEPH L. COLEMAN Lot # 10 of Green Ridge Trails, Phase I Map 149 Parcel 12.21 RP 150 Page 290 Plat Cab 1 Slide 725-727
3	EDGAR R. BROWN & DIANA D. BROWN Map 149 Parcel 32.00 Book A-7 Page 619	19	JOSEPH WHEELER Lot # 11 of Green Ridge Trails, Phase I Map 149 Parcel 12.11 RP 127 Page 594 Plat Cab 1 Slide 725-727	35	COOKE KNOB L.C. Lot # 22 of Green Ridge Trails, Phase I Map 149 Parcel 12.22 RP 150 Page 290 Plat Cab 1 Slide 725-727
4	STEPHEN K. TAYLOR & HENRIETA R. TAYLOR Map 149 Parcel 35.06 Book V-B Page 482	20	COOKE KNOB L.C. Lot # 12 of Green Ridge Trails, Phase I Map 149 Parcel 12.12 RP 151 Page 291 Plat Cab 1 Slide 725-727	36	SIMON KRZYCH Lot # 23 of Green Ridge Trails, Phase I Map 149 Parcel 12.23 RP 96 Page 607 Plat Cab 1 Slide 725-727
5	BURTON C. WEST & KATHERINE Y. WEST Map 149 Parcel 75.00 RP 162 Page 406	21	ANA A. BONVINI Lot # 13 of Green Ridge Trails, Phase I Map 149 Parcel 12.13 RP 94 Page 729 Plat Cab 1 Slide 725-727	37	BARBARA WARD Map 149 Parcel 12.25 RP 203 Page 720
6	JOHN B. HORTON, TRUSTEE Map 149 Parcel 12.04 RP 193 Page 52	22	ANA L. FENA & STEPHANIE FENA Lot # 14 of Green Ridge Trails, Phase I Map 149 Parcel 12.14 RP 94 Page 721 Plat Cab 1 Slide 725-727	38	DEBBIE L. HAMBY & WILLIAM H. FIELDS, JR. Lot # 14 of Heritage Hills South Map 149-E Group B Parcel 11.01 RP 25 Page 485 Plat Cab 1 Slide 119
7	DANNY L. COX & DYLAN L. COX Map 149 Parcel 12.01 RP 214 Page 245	23	COOKE KNOB L.C. Lot # 15 of Green Ridge Trails, Phase I Map 149 Parcel 12.15 RP 151 Page 291 Plat Cab 1 Slide 725-727	39	ROBERT HAMBY Lot # 10 of Heritage Hills South Map 149-E Group B Parcel 11.02 RP 27 Page 707 Plat Cab 1 Slide 119
8	DANNY COX Map 149 Parcel 12.02 RP 57 Page 419	24	COOKE KNOB L.C. Lot # 46 of Green Ridge Trails, Phase II Section A Map 149 Parcel 12.46 RP 191 Page 291 Plat Cab 1 Slide 759	40	DIANNA LOUGH Lot # 9 of Heritage Hills South Map 149-E Group B Parcel 9.00 RP 95 Page 401 Plat Cab 1 Slide 119
9	GARY W. POLAND Map 149 Parcel 11.00 Book P-9 Page 290	25	SEBRON SHIPLEY COLEMAN & SHARON LEE COLEMAN Lot # 47 of Green Ridge Trails, Phase II Section A Map 149 Parcel 12.47 RP 193 Page 499 Plat Cab 1 Slide 759	41	DEBBIE L. HAMBY & WILLIAM H. FIELDS, JR. Lot # 8 & 9 of Heritage Hills South Map 149-E Group B Parcel 6.01 RP 29 Page 499 Plat Cab 1 Slide 119
10	HERBERT BRIAN SHADDEN & TERESA M. SHADDEN Map 139 Parcel 12.02 Book G-9 Page 174	26	SEBRON SHIPLEY COLEMAN & SHARON LEE COLEMAN Lot # 48 of Green Ridge Trails, Phase II Section A Map 149 Parcel 12.48 RP 193 Page 499 Plat Cab 1 Slide 759	42	DAVID C. COONEY & W.A. N. TROST FD Lot # 6 & 7 of Heritage Hills South Map 149-E Group B Parcel 4.02 Book K-9 Page 426 Plat Cab 1 Slide 119
11	ROBERT HILL & IMOGENE HILL Map 139 Parcel 21.00 Book E-5 Page 505	27	COOKE KNOB L.C. Lot # 48 of Green Ridge Trails, Phase II Section A Map 149 Parcel 12.48 RP 191 Page 291 Plat Cab 1 Slide 759	43	MICHAEL RAY FROST & PAULA DIANE FROST Lot # 10 & 11 of Heritage Hills South Map 149-E Group B Parcel 5.00 RP 193 Page 707 Plat Cab 1 Slide 119
12	MITCHELL JOHNSON & MARTHA ANN JOHNSON Map 139 Parcel 18.00 Book A-6 Page 702	28	COOKE KNOB L.C. Lot # 44 of Green Ridge Trails, Phase II Section A Map 149 Parcel 12.44 RP 191 Page 291 Plat Cab 1 Slide 759	44	STEVE A. SWEAT Lot # 4 of Heritage Hills South Map 149-E Group B Parcel 4.00 RP 68 Page 223 Plat Cab 1 Slide 119
13	GEORGE C. EDWARDS, III & JOHN P. TALLAFERRO Map 139 Parcel 10.00 RP 26 Page 885	29	WILLIAM D. GORMLEY & VERA J. GORMLEY Lot # 49 of Green Ridge Trails, Phase II Section A Map 149 Parcel 12.49 RP 203 Page 490 Plat Cab 1 Slide 759	45	DARRELL KEITH CHERRY & WILLIAM H. FIELDS, JR. Lot # 3 of Heritage Hills South Map 149-E Group B Parcel 3.00 Book K-9 Page 746 Plat Cab 1 Slide 119
14	BARBARA J. MAHAFFEY & JESSICA NICHOLE MAHAFFEY Map 140 Parcel 25.03 RP 200 Page 293	30	WILLIAM D. GORMLEY & VERA J. GORMLEY Lot # 42 of Green Ridge Trails, Phase II Section A Map 149 Parcel 12.42 RP 203 Page 490 Plat Cab 1 Slide 759	46	DUSTY TREUSDELL Lot # 2 of Heritage Hills South Map 149-E Group B Parcel 2.00 RP 90 Page 291 Plat Cab 1 Slide 119
15	JOSE F. LOZANO & STEPHANIE A. FENA Lot # 7 of Green Ridge Trails, Phase I Map 149 Parcel 12.07 RP 96 Page 707 Plat Cab 1 Slide 725-727	31	COOKE KNOB L.C. Lot # 45 of Green Ridge Trails, Phase II Section A Map 149 Parcel 12.45 RP 191 Page 291 Plat Cab 1 Slide 759	47	DENNIS D. TREUSDELL & CARIE M. TREUSDELL, TRUSTEES Lot # 1 of Heritage Hills South Map 149-E Group B Parcel 1.00 RP 90 Page 679 Plat Cab 1 Slide 119
16	COOKE KNOB L.C. Lot # 8 of Green Ridge Trails, Phase I Map 149 Parcel 12.08 RP 151 Page 291 Plat Cab 1 Slide 725-727	32	COOKE KNOB L.C. Lot # 43 of Green Ridge Trails, Phase II Section A Map 149 Parcel 12.43 RP 191 Page 291 Plat Cab 1 Slide 759		

Note: The point of beginning is located N 89°15'57" E 177.53 feet from a power pole.

Note: The plat drawn hereon is subject to regulatory 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.

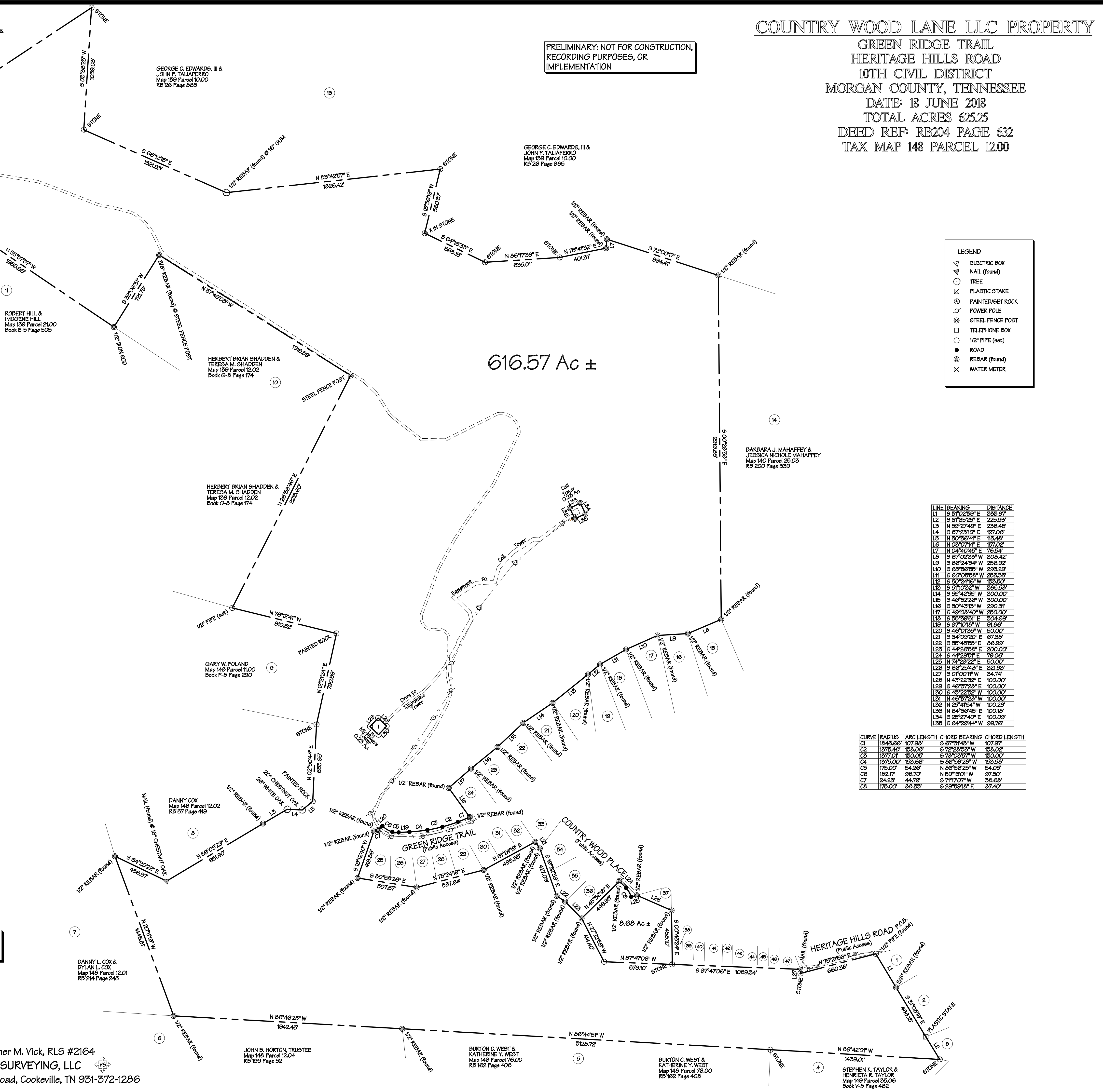
I hereby certify that this is a category II survey and that the ratio of precision of the unadjusted survey is at minimum 1:7500 as shown hereon and has been performed in compliance with current Tennessee Minimum Standards of Practice.

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.

PRELIMINARY: NOT FOR CONSTRUCTION,  
RECORDING PURPOSES, OR  
IMPLEMENTATION

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



**LEGEND**

- ▲ ELECTRIC BOX
- ▲ NAIL (found)
- TREE
- ⊗ PLASTIC STAKE
- ⊗ PAINTED/SET ROCK
- POWER POLE
- ⊗ TELEPHONE BOX
- ⊗ STEEL FENCE POST
- 1/2" PIPE (est)
- ⊗ REBAR (found)
- ⊗ WATER METER

**LINE BEARING DISTANCE**

L1	S 31°25'29" E	133.07
L2	S 31°25'29" E	225.89
L3	N 59°27'49" E	239.45
L4	S 87°22'17" E	127.06
L5	N 50°26'41" E	115.49
L6	N 09°07'41" E	157.02
L7	N 04°40'48" E	76.54
L8	S 67°22'28" W	309.42
L9	S 86°24'54" W	256.82
L10	S 69°36'59" W	295.29
L11	S 60°05'59" W	255.35
L12	S 50°24'19" W	133.50
L13	S 51°02'52" W	346.58
L14	S 58°42'59" W	300.00
L15	S 46°52'28" W	300.00
L16	S 50°43'19" W	230.31
L17	S 49°08'40" W	250.00
L18	S 55°36'51" W	304.69
L19	S 87°10'18" W	91.86
L20	S 46°01'58" W	80.00
L21	S 54°09'22" E	67.93
L22	S 55°45'55" E	246.99
L23	S 44°26'59" E	200.00
L24	S 44°23'51" E	79.06
L25	N 74°29'22" E	50.00
L26	S 66°29'49" E	321.99
L27	S 01°00'11" W	34.74
L28	N 43°22'29" E	100.00
L29	S 46°37'22" E	100.00
L30	S 43°22'29" E	100.00
L31	N 46°37'29" W	100.00
L32	N 29°41'54" W	100.23
L33	N 64°36'49" E	100.19
L34	S 25°27'40" E	100.03
L35	S 64°29'44" W	99.76

**CURVE RADIUS ARC LENGTH CHORD BEARING CHORD LENGTH**

C1	1843.66	137.88	S 67°04'43" W	137.97
C2	1575.48	156.09	S 72°22'33" W	156.02
C3	1377.07	130.09	S 78°09'57" W	130.00
C4	1375.00	80.66	S 89°56'29" W	80.66
C5	175.00	54.28	S 89°56'29" W	54.28
C6	182.17	98.70	N 59°12'01" W	97.50
C7	24.22	44.79	S 71°17'07" W	39.69
C8	175.00	98.38	S 29°56'19" E	97.47



LOONEY, LOONEY & CHADWELL, PLLC  
ATTORNEYS AT LAW  
THE LAWYERS BUILDING  
156 RECTOR AVENUE  
P.O. BOX 1250  
CROSSVILLE, TENNESSEE 38557

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THOMAS E. LOONEY  
OF COUNSEL

July 13, 2018

JONATHAN R. HAMBY  
(Email [jrhamby@looneychadwell.com](mailto:jrhamby@looneychadwell.com))

Mr. W. Jordan Knight, Esq.  
**McRae, Smith, Peek, Harman,  
and Monroe, LLP**  
111 Bridgepoint Plaza, Suite 300  
Rome, Georgia 30161

**Re: Country Wood Lane**

Dear Jordan:

Please find attached hereto the Title Commitment for Country Wood Lane. By separate e-mail, we will forward to you copies of the exception documents. While the commitment speaks for itself, I would draw your attention to a couple of items:

1. There is an individual that owns a lot at Cooke Knob to whom the current owner has, in the past, promised to grant some additional acreage, which acreage is included in the Country Wood Lane survey. It would be quite easy, at this point, for Chris Vick to survey off the acreage that is desired to be conveyed. We had discussed this last month, but no formal decision has been made. I can tell you that Mr. Lindemann, the principal behind Country Wood Lane LLC, has expressed that he does not want to do anything whatsoever that would impede or impair this transaction. On the other hand, if, in your opinion, he could honor his promise to convey to this individual the acreage that she desires to have, he would be interested in following through with that. Again, he does not want to, in any way, complicate this transaction, but let's discuss this for a few minutes when you have time.

2. I do not know the status of the roads in the adjacent subdivision that was developed by Cooke Knob, LLC, the predecessor to Country Wood Lane LLC. But, it occurred to me that we might want an easement document granting unto Country Wood Lane LLC, its



Mr. W. Jordan Knight, Esq.  
July 13, 2018  
Page – 2 –

successors and assigns, the right to use one or more of these roads for ingress and egress. The same individuals who control Cooke Knob also control Country Wood Lane. On the other hand, if the main artery through the subdivision is a publicly maintained road dedicated to Morgan County, then this matter is moot.

3. I would also point out that there is a tower in the middle of this tract. Of course, I have not been on the property, so I do not know the specific nature of the tower. There is a special interest assessment, as appears in this commitment, to Country Wood Lane LLC, for .25 acres that is described as a tower currently leased by United States Cellular. I have not located a cell tower lease in the record title, but there is an old microwave tower lease in the exceptions, and Chris Vick indicates the location of the tower on the recent survey plat. I am not sure if you need additional information regarding this matter, but I thought I would draw it to your attention.

4. You will also find an exception relating to pedestrian trail easements. When the adjacent subdivision was formed, the restrictive covenants allowed for trail easements, as appear on the recorded plats, which trail easements, while noted on the plat, appear to trail off partially into this larger acreage which is the subject property of our transaction. This may be of no consequence to what you are doing, but it would appear that lot owners in the subdivision would have the right to use the existing trail or trails to access the overlooks. If you need further information on this, I am glad to see what I can find.

We appreciate the opportunity to be of service. If you have any questions, do not hesitate to call.

Sincerely,

**LOONEY, LOONEY & CHADWELL, PLLC**



Kenneth M. Chadwell

KMC:rsw

Enclosure



# Fidelity National Title Insurance Company

## COMMITMENT FOR TITLE INSURANCE

Issued by

**Fidelity National Title Insurance Company**

*Fidelity National Title Insurance Company, a Florida corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.*

*This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.*

*All liability and obligation under this Commitment shall cease and terminate 90 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.*



*The Company will provide a sample of the policy form upon request.*

*IN WITNESS WHEREOF, Fidelity National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.*

Looney & Chadwell Title Services, LLC  
156 Rector Avenue  
Crossville, TN 38555  
Tel: (931)484-7129  
Fax: (931)484-5251

Countersigned:

\_\_\_\_\_  
Authorized Signatory

**Fidelity National Title Insurance Company**  
BY  President  
ATTEST  Secretary



72C101 (6/06)

ALTA Commitment - 2006

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## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amounts of Insurance is \$2,000,000.00 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*

SCHEDULE A

Loan No.:

Title No.: 18-07-8495

File No.: 18-07-8495

1. Effective date: July 13, 2018 at 08:00 AM
2. Policy or Policies to be issued: Policy Amount
  - (a) Owner's Policy (ALTA Owner Policy) \$ 750,000.00  
Proposed Insured:  
Country Wood Lane LLC
  - (b) Loan Policy  
Proposed Insured:
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 Effective Date vested in:  
Country Wood Lane LLC
5. The land referred to in this Commitment is described as follows:  
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Looney & Chadwell Title Services, LLC

By: \_\_\_\_\_  
Kenneth M. Chadwell, Authorized Agent



By:

ATTEST

*James M. [Signature]*  
*[Signature]*

President

Secretary

ALTA Commitment (Schedule A) (6/17/06)



**SCHEDULE B - SECTION I  
REQUIREMENTS**

The following are the requirements to be complied with:

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. Payment in full of the lien of Morgan County real property taxes for the year 2018, not yet due nor payable for Map 148, Parcel 12.00. 2017 taxes are past due and delinquent in the base amount of \$5,933.00 (\$6,377.98 if paid in July) on Receipt 2863.
4. Payment in full of the lien of Morgan County real property taxes for the year 2018, not yet due nor payable for Map 148, Parcel 12.00 SI 1. 2017 taxes are past due and delinquent in the base amount of \$1,163.00 (\$1,250.23 if paid in July) on Receipt 2864.
5. No Trust Deeds or liens found, please verify with Owner.

**END OF SCHEDULE B - SECTION I**

ALTA Commitment (Schedule B-Section I) (6/17/06)



**SCHEDULE B - SECTION II  
EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of 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.
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. Subject to the right of way easements as described or recited in the deed of record at Record Book 72, page 640, Register's Office, Morgan County, Tennessee.
8. Subject to the rights of others, if at all, to pedestrian trail easements as may affect the subject property, under Record Book 96, page 876, Register's Office, Morgan County, Tennessee.
9. Subject to all matters appearing on that certain plat of record at Plat Book 1, page 329, Register's Office, Morgan County, Tennessee.
10. Subject to that certain plat of record at Deed Book T-5, page 162, Register's Office, Morgan County, Tennessee.
11. Subject to a Tower Lease of record at Deed Book T-5, page 53, Register's Office, Morgan County, Tennessee.
12. Subject to all matters appearing on that certain recent plat of the subject property prepared by Vick Surveying, L.L.C., Tennessee registered licensed surveyor number 2164, dated June 18, 2018.
13. Taxes and assessments for year 2017 and subsequent years, now due and payable.

**END OF SCHEDULE B - SECTION II**

ALTA Commitment (Schedule B-Section II) (6/17/06)

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MORGAN, STATE OF TENNESSEE, AND IS DESCRIBED AS FOLLOWS:

The following is a description of the Country Wood Lane LLC property located on Green Ridge Trail and Heritage Hills Road in the 10th Civil District of Morgan County, Tennessee. (Reference Book RB204 Page 632 and Tax Map 148 Parcel 12.00)

Beginning at a 1/2" pipe (found) located in the southern right-of-way of Heritage Hills Road and being located N 89°15'57" E 177.53 feet from a power pole; thence leaving the road and going with the Connie L. Chadwick property being Tract #1 of the Jewell Duncan property S 31°02'39" E 333.97 feet to a 5/8" rebar (found); thence leaving Chadwick and Tract #1 and going with the Dennis A. Duncan and Vickie E. Duncan property S 31°03'19" E 488.13 feet to a plastic stake; thence leaving Dennis and going with the Edgar R. Brown and Diana D. Brown property S 31°35'25" E 225.93 feet to a stone; thence leaving Brown and going with the Stephen K. Taylor and Henrieta R. Taylor property N 86°42'01" W 1439.01 feet to a stone; thence leaving Taylor and going with the Burton C. West and Katherine Y. West property N 86°44'51" W 3128.72 feet to a 1/2" rebar (found); thence leaving West and going with the John B. Horton, Trustee property N 86°46'25" W 1942.45 feet to a 1/2" rebar (found); thence leaving Horton and going with the Danny L. Cox and Dylan L. Cox property N 20°11'18" W 1443.81 feet to a 1/2" rebar (found); thence leaving Cox and going with the Danny Cox property S 64°20'22" E 486.97 feet to a nail (found) at a 16" chestnut oak; thence N 59°09'29" E 951.90 feet to a 1/2" rebar (found); thence N 59°27'49" E 238.45 feet to a 26" white oak; thence S 87°23'10" E 127.06 feet to a 20" chestnut oak; thence N 50°36'41" E 115.48 feet to a painted rock; thence N 02°50'44" E 653.65 feet to a stone; thence leaving Cox and going with the Gary W. Poland property N 12°21'24" E 790.59 feet to a painted rock; thence N 76°12'41" W 910.52 feet to a 1/2" pipe (set); thence leaving Poland and going with the Herbert Brian Shadden and Teresa M. Shadden property N 26°58'46" E 2213.60 feet to a steel fence post; thence N 57°49'03" W 1919.59 feet to a 3/8" rebar (found) at steel fence post; thence S 32°06'31" W 721.78 feet to a 1/2" iron rod (found); thence leaving Shadden and going with the Robert Hill and Imogene Hill property N 55°57'37" W 1956.96 feet to a stone; thence leaving Hill and going with the Mitchell Johnson and Martha Ann Johnson property N 03°07'14" E 157.02 feet to a stone; thence N 80°51'17" W 637.56 feet to a stone; thence leaving Johnson and going with the George C. Edwards, III and John P. Taliaferro property N 56°31'10" E 2461.07 feet to a stone; thence S 03°38'23" W 1039.03 feet to a stone; thence S 66°12'15" E 1321.93 feet to a 1/2" rebar (found) at a 16" gum; thence N 83°42'57" E 1826.42 feet to a stone; thence S 13°39'19" W 560.37 feet to an "X" on a stone; thence S 64°16'33" E 568.15 feet to a stone; thence N 86°17'39" E 635.01 feet to a stone; thence N 78°41'32" E 401.57 feet to a 1/2" rebar (found); thence N 04°40'45" E 76.54 feet to a 1/2" rebar (found); thence S 72°00'17" E 994.41 feet to a 1/2" rebar (found); thence leaving Edwards and Taliaferro and going with the Barbara J. Mahaffey and Jessica Nichole Mahaffey property S 00°28'58" E 2919.85 feet to a 1/2" rebar (found); thence leaving Mahaffey and going with lot #7 of Green Ridge Trails, Phase I S 67°02'33" W 308.42 feet to a 1/2" rebar (found); thence leaving lot #7 and going with lot #8 S 86°24'54" W 256.92 feet to a 1/2" rebar (found); thence leaving lot #8 and going with lot #9 S 65°56'55" W 293.29 feet to a 1/2" rebar (found); thence leaving lot #9 and going with lot #10 S 60°05'58" W 253.35 feet to a 1/2" rebar (found); thence leaving lot #10 and going with lot #11 S 50°24'16" W 133.50 feet to a 1/2" rebar (found); thence leaving lot #11 and going with lot #12 S 51°10'32" W 385.58 feet to a 1/2" rebar (found); thence leaving lot #12 and going with lot #13 S 55°42'55" W 300.00 feet to a 1/2" rebar (found); thence leaving lot #13 and going with lot #14 S 46°52'26" W 300.00 feet to a 1/2" rebar (found); thence leaving lot #14 and going with lot #15 S 50°43'13" W 290.31 feet to a 1/2" rebar (found); thence leaving lot #15 of Green Ridge Trails, Phase I and going with lot #48 of Green Ridge Trails, Phase II Section A S 49°08'40" W 250.00 feet to a 1/2" rebar (found); thence S 35°39'51" E 304.69 feet to a 1/2" rebar (found); thence leaving lot #48 and going with the northern right-of-way of Green Ridge Trail along a curve having an arc length of 107.98 feet, with a radius of 1843.66 feet and a chord of S 67°31'43" W 107.97 feet; thence along a curve having an arc length of 138.08 feet, with a radius of 1373.48 feet and a chord of S 72°28'33" W 138.02 feet; thence along a curve having an arc length of 130.05 feet, with a radius of 1377.01 feet and a chord of S 78°03'57" W 130.00 feet; thence along a curve having an arc length of 153.66 feet, with a radius of 1375.00 feet and a chord of S 83°58'28" W 153.58 feet; thence S 87°10'18" W 91.86 feet; thence along a curve having an arc length of 54.26 feet, with a radius of 175.00 feet and a chord of N 83°56'25" W 54.05 feet; thence along a curve having an arc length of 98.70 feet, with a radius of 182.17 feet and a chord of N 59°13'01" W 97.50 feet; thence crossing Green Ridge Trail S 46°01'35" W 50.00 feet to a 1/2" rebar (found); thence leaving the road and going with lot #47 of Green Ridge Trails, Phase II Section A along a curve having an arc length of 44.79 feet, with a radius of 24.23 feet and a chord of S 71°17'07" W 38.68 feet to a 1/2" rebar (found); thence S 19°12'40" W 418.86 feet to a 1/2" rebar (found); thence continuing with lot #47 and 46 S 80°58'26" E 507.57 feet to a 1/2" rebar (found); thence leaving lot #46 and going with lot #45, 44, & 43 N 75°24'19" E 587.64 feet to a 1/2" rebar (found); thence leaving lot #43 and going with lot #42, 41, & 40 N 61°24'19" E 498.83 feet to a 1/2" rebar

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
(Continued)

(found); thence leaving lot #40 of Green Ridge Trails, Phase II Section A and going with lot #20 of Green Ridge Trails, Phase I S 34°09'20" E 67.38 feet to a 1/2" rebar (found); thence leaving lot #20 and going with lot #21 & 22 S 19°32'39" E 427.08 feet to a 1/2" rebar (found); thence S 55°45'55" E 86.99 feet to a 1/2" rebar (found); thence leaving lot #22 and going with lot #23 S 44°26'58" E 200.00 feet to a 1/2" rebar (found); thence N 45°32'18" E 449.95 feet to a 1/2" rebar (found); thence leaving lot #23 and going with the southwestern right-of-way of Country Wood Place S 44°29'51" E 79.06 feet; thence along a curve having an arc length of 88.33 feet, with a radius of 175.00 feet and a chord of S 29°59'18" E 87.40 feet; thence N 74°28'22" E 50.00 feet to a 1/2" rebar (found); thence leaving the road and going with the Barbara Ward property S 66°25'48" E 321.93 feet to a 1/2" rebar (found); thence leaving Ward and going with lot #1-11 of Heritage Hills South S 00°43'24" E 458.10 feet to a stone; thence S 87°47'06" E 1089.34 feet to a nail (found); thence leaving lot #1 and going with the southwestern right-of-way of Heritage Hills Road S 01°00'11" W 34.74 feet to a stone; thence N 75°21'56" E 660.38 feet to the beginning being 625.25 acres as surveyed by Christopher M. Vick R.L.S. #2164 on 18 June 2018.

Tax Parcel Identification Number: 1200



\* EASEMENT \*

THIS AGREEMENT made and entered into this ~~XXX~~ 16 day of March, 1964, by and between BRISCOE JUSTICE and wife, AGNES JUSTICE, parties of the first part, and HIGHLAND TELEPHONE COOPERATIVE, INC., party of the second part,

WITNESSETH:

WHEREAS, the parties of the first part own and have title to certain real property located in the Tenth Civil District of Morgan County, Tennessee, containing 1,592 acres more or less as shown by deeds recorded in Deed Book J, Volume 5, pages 167-169, and Deed Book M, Volume 5, pages 32-34 in the Register's Office for Morgan County, Tennessee. Other deeds in the chain of title are of record in Deed Book B, Volume 4, pages 183-185 and 192-194; Deed Book C, Volume 4, page 329; Deed Book U, Volume 4, page 340; Deed Book O, Volume 4, page 329; Deed Book Y, Volume 3, page 158; and Deed Book W, Volume 2, pages 1 to 8, all in the Register's Office for Morgan County, Tennessee. Reference is made to all of said deeds for a specific description of the property owned by parties of the first part, the same as if copied in full herein. Suffice to say at the present time that the tract of land or part thereof involved in this proceeding is bounded on the south by the south line of Entry 1866, and partly on the west by the east line of Entry 1866, and

WHEREAS, the party of the second part has constructed a micro-wave tower approximately 2,580 feet north of the south line of Entry 1866 which is the north line of the Metropolitan Casualty Insurance Company property, and said tower is approximately 4,320 feet east of the east line of Entry 1866, which line is the east boundary of the Metropolitan Casualty Insurance Company property, and has cleared a strip of land near said tower and is using a road on said property for ingress and egress (a site map is attached hereto for further reference), and

WHEREAS, the party of the second part desires an easement to construct and maintain said micro-wave tower, the right to clear and keep clear the aforesaid strip of land around said tower, and an easement to use the aforesaid road for the purpose of ingress and egress to said tower.

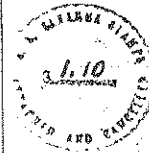
NOW, THEREFORE, for and in consideration of the sum of \$750.00 in hand paid by party of the second part to parties of the first part, the receipt of which is hereby acknowledged, the parties of the first part do hereby grant, bargain, sell and convey unto party of the second part the right to construct and maintain said micro-wave tower on said property, the right to clear and keep clear a strip of land around said tower (100 feet by 300 feet on either side of said tower) and the right to use for the purpose of ingress and egress the road leading to said tower; as shown on site map attached hereto and made a part hereof by reference.

TO HAVE AND TO HOLD the aforesaid easement unto the party of the second part in perpetuity.

And said First Parties, for themselves and for their heirs, executors and administrators do hereby covenant with said second party, its successors and assigns, that they are lawfully seized in fee simple of the premises above conveyed and have full power, authority and right to convey the same, and that said premises are free from all incumbrances and that they will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the parties of the first part do hereby affix their signatures on this the 16 day of March, 1964.

*Briscoe  
Justice  
et ux  
to  
Highland  
Telephone  
Cooperative  
Inc.*



Briscoe Justice  
Briscoe Justice

Agnes Justice  
Agnes Justice

Prepared By:  
Leslie Clark Ledbetter  
Attorney at Law  
P. O. Box 2141  
Clarkrange, TN 38553

Sandy Dalton, Register  
Morgan County Tennessee  
Rec #: 116380  
Rec'd: 25.00  
State: 6300.36  
Clerk: 1.00  
EFP: 2.00  
Total: 6328.36  
Instrument #: 20554  
Recorded  
5/7/2007 at 3:29 PM  
in Record Book  
72  
Pgs 640-644

**GENERAL WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS:

That for and in good consideration of the sum of Ten (\$10.00) Dollars, cash in hand paid, and other good and valuable considerations not necessary to be herein mentioned, the receipt all of which is hereby acknowledged, **C.W. CULWELL, JR.** has bargained and sold and does hereby transfer and convey unto **COOKE KNOB L.C.**, a Tennessee limited liability company, the following described lots, tracts, or parcels of land, to-wit:

Lying and being in the 10TH Civil District of Morgan County,  
Tennessee, and being described more particularly as follows:

Being the same property described in Record Book D-9, Page 280 et seq and more particularly described in the legal description attached heretofore as Exhibit A to this General Warranty Deed.

TAXES HEREIN SHOULD BE MAILED TO GRANTEEES HEREINAFTER AT:  
**Cooke Knob L.C.**  
**4500 Biscayne Blvd. Suite 105**  
**Miami, Florida 33137**

Previous and last conveyance being the Warranty Deed to C.W. Culwell, Jr. from Glenn Birdwell recorded in Book 70 Page 280 et seq Register's Office of Morgan County, Tennessee.

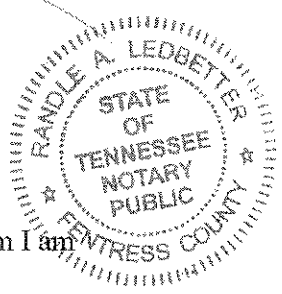
Being Tax Map 148 Parcel 12.00 Tax Assessors Office of Morgan County, Tennessee.

This instrument was prepared based on the information that was provided by Cooke Knob L.C. and C.W. Culwell. Unless a separate signed document is provided by preparer, no representation is made as to the accuracy to the description or the status of the title of said real property.

TO HAVE AND TO HOLD, the above described real estate, **COOKE KNOB, L.C.**, its

WITNESS our hands this the 7<sup>th</sup> day of May 2007.

BY: C. W. Culwell, Jr.  
C. W. CULWELL, JR.



STATE OF Tennessee  
COUNTY OF Fenwick

Before me, a Notary Public, personally appeared C. W. CULWELL, JR. with whom I am personally acquainted, who, upon oath acknowledged himself the within named bargainer, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at office in Clarksville TN this the 7<sup>th</sup> day of May, 2007.

Randle A. Ledbetter  
NOTARY PUBLIC

My commission expires: 9-22-2010

I, or we, hereby swear or affirm that the actual consideration for this transfer, or value of the property or interest in property transferred, whichever is greater, is \$ 1,700,000 which amount is equal to or greater than the amount which the property or interest in property transferred would command at a fair and voluntary sale.

[Signature]  
Affiant

Subscribed and sworn to before me this the 7<sup>th</sup> day of May - 2007  
Sandy L. Dalton  
Registrar

Comm. exp. 8-31-2010

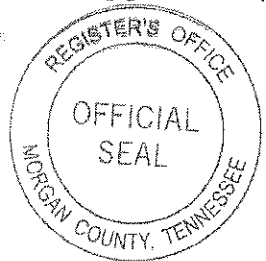


EXHIBIT A

LEGAL DESCRIPTION

Lying and being situated on the west side of Highway 29 south of the Mossy Grove Community in the Tenth (10th) Civil District of Morgan County, Tennessee, and being more particularly described as follows, to-wit:

BEGINNING on an iron pin in the west right-of-way of Hwy. 29 approximately 2,800 feet from the intersection with Hwy. 27; being the Southeast corner to William Mahaffey; thence along the west right-of-way of Hwy. 29 the following seven calls to an iron pin in the centerline of branch; thence in a curve A=286.51 feet R=295.04 feet Ch. 275.39 feet @ South 25 degrees 02 minutes 33 seconds West to a point; thence South 52 degrees 51 minutes 43 seconds West 184.46 feet to a point; thence in a curve A=129.95 feet R=860.27 feet Ch. 129.36 feet @ South 43 degrees 26 minutes 47 seconds West to a point; thence South 34 degrees 01 minutes 50 seconds West 97.66 feet to a point; thence in a curve A=136.00 feet R=395.37 feet Ch. 135.86 feet @ South 38 degrees 33 minutes 34 seconds West to a point; thence South 43 degrees 05 minutes 18 seconds West 146.28 feet to a point; thence in a curve A=192.51 feet R=150.99 feet Ch. 179.73 feet @ South 6 degrees 33 minutes 46 seconds West to a point; thence, South 70 degrees 52 minutes 51 seconds West 131.61 feet with branch to a point; thence South 46 degrees 14 minutes West 121.31 feet with branch to a point; thence South 48 degrees 12 minutes 14 seconds West 114.20 feet with branch to a point; thence North 76 degrees 39 minutes 51 seconds West 89.09 feet with branch to a point; thence 71 degrees 34 minutes 09 seconds West 107.87 feet with branch to an iron pin; thence South 9 degrees 46 minutes 11 seconds East 453.35 feet to an iron pin in Helen Roberts line; thence South 74 degrees 07 minutes 50 seconds West 625.24 feet with Roberts line pass an axle to a point; thence North 0 degrees 34 minutes 16 seconds East 39.12 feet with Roberts line to a point; thence North 88 degrees 22 minutes 41 seconds West 1,099.50 feet with Roberts line to an iron pin; thence South 0 degrees 07 minutes 19 seconds West 1,448.27 feet with Roberts and unnamed owner line to a stone; thence South 88 degrees 18 minutes 41 seconds East 1,089.22 feet to a blue painted set stone; thence South 0 degrees 34 minutes 16 seconds West 39.56 feet to a blue painted set stone; thence North 75 degrees 05 minutes 50 seconds East 660.40 feet to an iron pin; J. Duncan corner; thence South 31 degrees 26 minutes 57 seconds East 1,048.10 feet with Duncan Goldberg and Brown to a stone in William Taylor line; thence North 87 degrees 00 minutes 08 seconds West 1,438.94 feet with Taylor line to a stone; Taylor and Norris corner; thence North 87 degrees 08 minutes 24 seconds West 5,058.35 feet with Norris and Justice heirs line to an iron pin; Jay Mauks Southeast corner; thence North 20 degrees 36 minutes 32 seconds West 1,822.37 feet with Mauk line to a point; (Easement 1, listed below intersects this line) thence North 65 degrees 01 minutes 52 seconds West 513.21 feet with Jay Mauk line to a point in D. Mauk line (Easement 2, listed below intersects this line); thence North 27 degrees 39 minutes 50 seconds East 483.55 feet with Mauk line to an iron pin in H. Morris line; thence South 65 degrees 01 minutes 52 seconds East 513.21 feet with Morris line to a set stone; thence North 12 degrees 34 minutes 18 seconds East 678.04 feet with Morris line to a stone in



L. Pollard line; thence South 77 degrees 56 minutes 54 seconds East 1,496.71 feet with Pollard line to a stone; thence North 12 degrees 02 minutes 03 seconds East 799.30 feet with Pollard line to a stone; thence North 77 degrees 18 minutes 08 seconds West 944.73 feet to an iron pin; H. Shadden corner; thence North 27 degrees 16 minutes 50 seconds East 2,227.60 feet with Shadden line to an iron pin; thence North 58 degrees 04 minutes 13 seconds West 1,920.31 feet with Shadden line to an iron pin; thence South 31 degrees 55 minutes 47 seconds West 730.30 feet with Shadden line to an iron pin in Robert Hill line; thence North 56 degrees 08 minutes 26 seconds West 1,954.30 feet with Hill line to a stone in M. Johnson line; thence North 2 degrees 33 minutes 03 seconds East 156.88 feet with Johnson line to a stone; thence North 81 degrees 08 minutes 47 seconds West 637.47 feet with Johnson line to a stone; Ira Eble and K. Ward corner; thence North 56 degrees 12 minutes 34 seconds East 2,460.75 feet with Ward line to a stone; thence South 3 degrees 20 minutes 11 seconds West 1,039.03 feet with Ward line to a stone; thence South 66 degrees 29 minutes 14 seconds East 1,319.77 feet with Ward line to a 15 inch black gum; thence North 83 degrees 26 minutes 02 seconds East 1,828.52 feet with Ward line to a stone; thence South 13 degrees 16 minutes 26 seconds West 560.18 feet with Ward line to a stone; thence South 64 degrees 32 minutes 39 seconds East 567.44 feet with Ward line to a stone; thence North 85 degrees 59 minutes 27 seconds East 635.01 feet with Ward line to a stone; thence North 79 degrees 25 minutes 51 seconds East 407.19 feet with Ward line to a stone; thence North 59 degrees 49 minutes 48 seconds West 363.73 feet with Ward line to a stone by a creek; thence South 72 degrees 18 minutes 02 seconds East 1,324.50 feet with Ward line to an iron pin; William Mchaffey Northwest corner; thence South 0 degrees 45 minutes 55 seconds East 2,919.69 feet with Mchaffey line to an iron pin; Mchaffey Southwest corner; thence North 84 degrees 21 minutes 30 seconds East 2,350.00 feet with Mchaffey line to point of BEGINNING containing 825.66 acres, more or less.

CONVEYED TO GRANTEEES ARE FOUR EASEMENTS. TWO LIE ACROSS THE MAUK PROPERTY AND ARE SHOWN IN THE RECORD IN BOOK OF DEEDS "H", VOLUME 8, AT PAGE 87 IN THE REGISTER'S OFFICE FOR MORGAN COUNTY, TENNESSEE THE OTHER TWO LIE ACROSS THE SHADDEN PROPERTY AND ARE SHOWN IN THE RECORD IN BOOK OF DEEDS "G", VOLUME 8, AT PAGE 174 IN THE REGISTER'S OFFICE FOR MORGAN COUNTY, TENNESSEE.

There is excluded from this conveyance the following described real property which was conveyed to Samuel Briscoe Justice, Jr. by Larry H. Frasier in a WARRANTY DEED dated February 23, 1996, which was recorded in Deed Book S, Series 8, at Page 26, in the Office of the Register for Morgan County, Tennessee; to wit:

BEGINNING on an iron pin 170.99 feet North from the centerline of a 30 foot easement that is approximately 0.6 miles East of Camp Austin Road in D. Mauk East property line; also a corner with Jay Mauk; thence, North 27 degrees 39 minutes 50 seconds East 483.55 feet with D. Mauk's line to a iron pin in H. Morris line; thence South 65 degrees 01 minutes 53 seconds East 513.21 feet with Morris line to a found stone; being the South East corner of Morris tract; thence, North 12 degrees 34 minutes 18 seconds East 678.04 feet with Morris line to a point in the L. Pollard line; being the North East corner of Morris tract; thence South 77 degrees 56 minutes 54 seconds East 1,496.72 feet with Pollard line to a found stone in Brisco Justice line; being the South East corner to Pollard tract; thence

South 1 degrees 55 minutes 53 seconds West 657.50 feet with B. Justice to an iron pin on a ridge; thence South 54 degrees 46 minutes 27 seconds West 126.17 feet with B. Justice line along ridge to an iron pin; thence North 84 degrees 58 minutes 37 seconds West 151.62 feet with B. Justice line along ridge to an iron pin; thence South 53 degrees 20 minutes 05 seconds West 215.07 feet with B. Justice line along ridge to an iron pin; thence South 58 degrees 30 minutes West 950.00 feet with B. Justice line along side of ridge to an iron pin next to an old roadbed; thence North 64 degrees 25 minutes West 493.42 feet with B. Justice line to an iron pin next to an old roadbed in the Jay Mauk line; thence North 20 degrees 36 minutes 32 seconds West 375.00 feet with Jay Mauk line to an iron pin; thence North 65 degrees 01 minutes 52 seconds West 513.21 feet with Jay Mauk line to the point of beginning, containing 51.22 acres, more or less. As surveyed by George McGrew.

There is hereby expressly reserved a right of way across the within described property so as to provide ingress/egress to the Grantor's-adjoining property.

PROVIDED, however, Grantor expressly conveys to Grantees the right of way across the above described 51.22 acres, which was reserved to Grantor in the conveyance to Samuel Briscoe Justice, Jr. so as to provide ingress and egress to the property conveyed herein.

There is also excluded from this conveyance the following described real property which was conveyed to Kenneth A. Ward and wife, LeeWanda Ward and Harvey E. Ward and wife, Dovie Ward of record in Warranty Deed Book C, Series 9, Page 316, Register's Office of Morgan County, Tennessee, to-wit:

BEGINNING at a stone by a creek, said stone lying and being North 72 degrees 18 minutes 02 seconds approximately 3,300 feet from the center line of U.S. Highway 27; thence South 72 degrees 18 minutes 02 seconds East a distance of 330.00 feet to an iron pin thence south 00 degrees 03 minutes 18 seconds east a distance of 82.47 feet to a stone; thence North 59 degrees 49 minutes 48 seconds West a distance of 363.73 feet to the point of beginning, containing 0.30 acres, more or less, as surveyed by George A. McGrew, R.L.S. #1341, on September 2, 1999.

Being the same property conveyed by Larry H. Frasier and wife, Jo Ann Frasier to Vinson Dover and William Woody, recorded on December 22, 1997, in Deed Book X-8, Page 399, in the Register's Office of Morgan County, Tennessee.

Being the same property described in a Warranty Deed from Vinson Dover and William Woody to Glenn Birdwell, recorded on March 1, 2006, in Deed Book 49, Page 239, in the Register's Office of Morgan County, Tennessee.

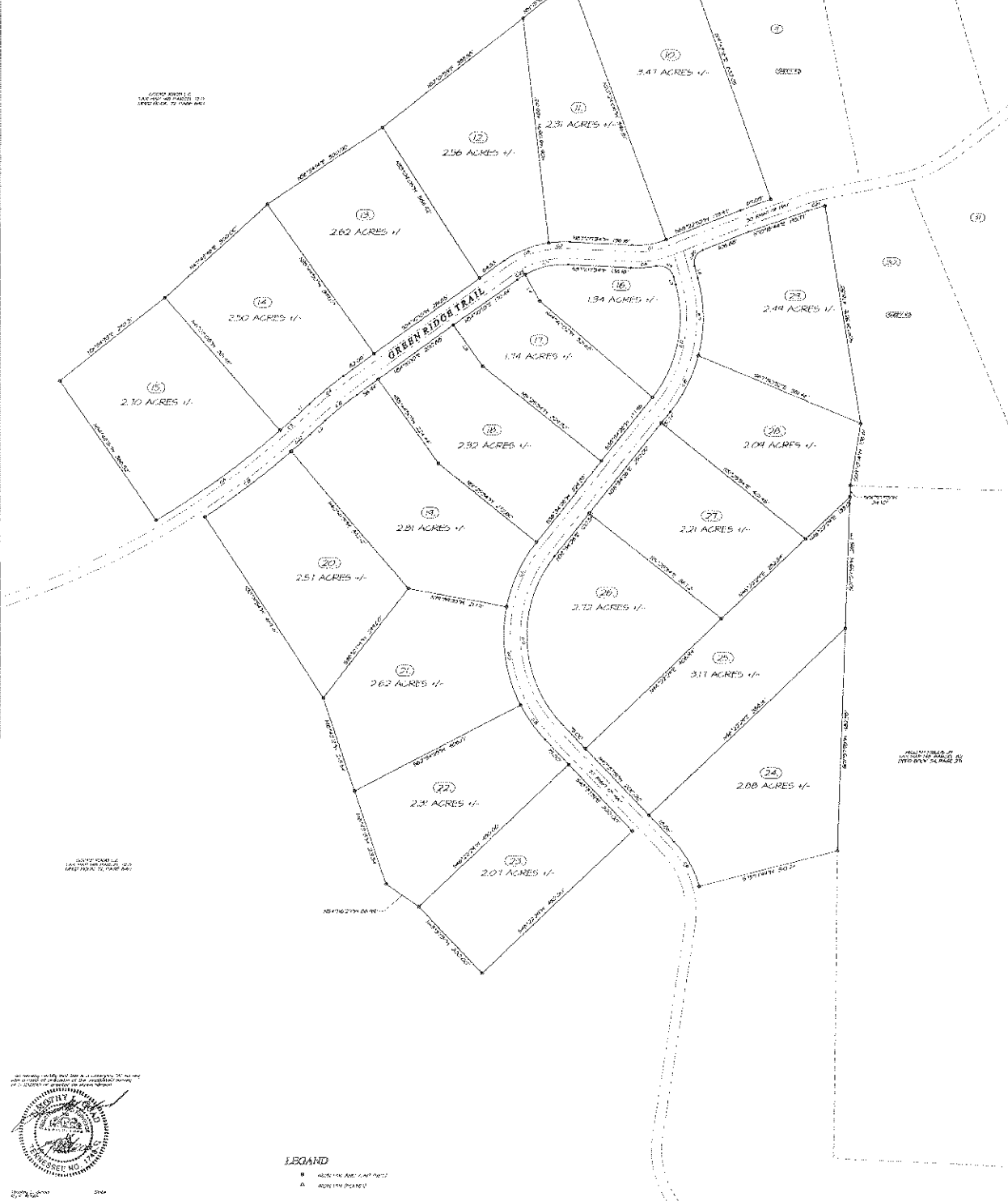
Also being the same property, described in a Deed from Glenn Birdwell to C.W. ~~Calder~~ <sup>Calder</sup> Jr., recorded on 3-22, 2007, in Book 70, Page 280, in the Register's Office of Morgan County, Tennessee.







LINE	RADIUS	DELTA	CHORD BEARING	CHORD	ARC	LINE	BEARING	DISTANCE
01	100.00	4.712389	S89°57'00"W	100.00	74.25	01	S42°24'00"W	44.00
02	225.00	1.350117	S87°08'30"W	45.27	41.32	02	S77°54'00"W	44.00
03	225.00	1.350117	S87°08'30"W	45.27	41.32	03	S77°54'00"W	44.00
04	225.00	1.350117	S87°08'30"W	45.27	41.32	04	S77°54'00"W	44.00
05	225.00	1.350117	S87°08'30"W	45.27	41.32	05	S77°54'00"W	44.00
06	225.00	1.350117	S87°08'30"W	45.27	41.32	06	S77°54'00"W	44.00
07	225.00	1.350117	S87°08'30"W	45.27	41.32	07	S77°54'00"W	44.00
08	225.00	1.350117	S87°08'30"W	45.27	41.32	08	S77°54'00"W	44.00
09	225.00	1.350117	S87°08'30"W	45.27	41.32	09	S77°54'00"W	44.00
10	225.00	1.350117	S87°08'30"W	45.27	41.32	10	S77°54'00"W	44.00
11	225.00	1.350117	S87°08'30"W	45.27	41.32	11	S77°54'00"W	44.00
12	225.00	1.350117	S87°08'30"W	45.27	41.32	12	S77°54'00"W	44.00
13	225.00	1.350117	S87°08'30"W	45.27	41.32	13	S77°54'00"W	44.00
14	225.00	1.350117	S87°08'30"W	45.27	41.32	14	S77°54'00"W	44.00
15	225.00	1.350117	S87°08'30"W	45.27	41.32	15	S77°54'00"W	44.00
16	225.00	1.350117	S87°08'30"W	45.27	41.32	16	S77°54'00"W	44.00
17	225.00	1.350117	S87°08'30"W	45.27	41.32	17	S77°54'00"W	44.00
18	225.00	1.350117	S87°08'30"W	45.27	41.32	18	S77°54'00"W	44.00
19	225.00	1.350117	S87°08'30"W	45.27	41.32	19	S77°54'00"W	44.00
20	225.00	1.350117	S87°08'30"W	45.27	41.32	20	S77°54'00"W	44.00
21	225.00	1.350117	S87°08'30"W	45.27	41.32	21	S77°54'00"W	44.00
22	225.00	1.350117	S87°08'30"W	45.27	41.32	22	S77°54'00"W	44.00
23	225.00	1.350117	S87°08'30"W	45.27	41.32	23	S77°54'00"W	44.00
24	225.00	1.350117	S87°08'30"W	45.27	41.32	24	S77°54'00"W	44.00
25	225.00	1.350117	S87°08'30"W	45.27	41.32	25	S77°54'00"W	44.00
26	225.00	1.350117	S87°08'30"W	45.27	41.32	26	S77°54'00"W	44.00
27	225.00	1.350117	S87°08'30"W	45.27	41.32	27	S77°54'00"W	44.00
28	225.00	1.350117	S87°08'30"W	45.27	41.32	28	S77°54'00"W	44.00
29	225.00	1.350117	S87°08'30"W	45.27	41.32	29	S77°54'00"W	44.00
30	225.00	1.350117	S87°08'30"W	45.27	41.32	30	S77°54'00"W	44.00
31	225.00	1.350117	S87°08'30"W	45.27	41.32	31	S77°54'00"W	44.00
32	225.00	1.350117	S87°08'30"W	45.27	41.32	32	S77°54'00"W	44.00
33	225.00	1.350117	S87°08'30"W	45.27	41.32	33	S77°54'00"W	44.00
34	225.00	1.350117	S87°08'30"W	45.27	41.32	34	S77°54'00"W	44.00
35	225.00	1.350117	S87°08'30"W	45.27	41.32	35	S77°54'00"W	44.00
36	225.00	1.350117	S87°08'30"W	45.27	41.32	36	S77°54'00"W	44.00
37	225.00	1.350117	S87°08'30"W	45.27	41.32	37	S77°54'00"W	44.00
38	225.00	1.350117	S87°08'30"W	45.27	41.32	38	S77°54'00"W	44.00
39	225.00	1.350117	S87°08'30"W	45.27	41.32	39	S77°54'00"W	44.00
40	225.00	1.350117	S87°08'30"W	45.27	41.32	40	S77°54'00"W	44.00



**LEGEND**  
 B BOUNDARY MARKER  
 A ADJUTANT PLANT

**NOTE:**  
 1. ALL LOTS ARE BOUNDARIED BY SURVEYING AND FIELD MEASUREMENTS.  
 2. ALL LOTS ARE BOUNDARIED BY SURVEYING AND FIELD MEASUREMENTS.  
 3. ALL LOTS ARE BOUNDARIED BY SURVEYING AND FIELD MEASUREMENTS.  
 4. ALL LOTS ARE BOUNDARIED BY SURVEYING AND FIELD MEASUREMENTS.  
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 6. ALL LOTS ARE BOUNDARIED BY SURVEYING AND FIELD MEASUREMENTS.  
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 8. ALL LOTS ARE BOUNDARIED BY SURVEYING AND FIELD MEASUREMENTS.  
 9. ALL LOTS ARE BOUNDARIED BY SURVEYING AND FIELD MEASUREMENTS.  
 10. ALL LOTS ARE BOUNDARIED BY SURVEYING AND FIELD MEASUREMENTS.

**COOKE KNOB L.C.**  
 100% DEVELOPMENT OF 200 ACRES



FINAL PLAN  
**GREEN RIDGE TRAILS**  
 PHASE 1  
 PREPARED BY  
**G.I. & ASSOCIATES SURVEYING**  
 1000 W. 10TH AVENUE, SUITE 100  
 DENVER, COLORADO 80202  
 PHONE: (303) 733-1111  
 FAX: (303) 733-1112  
 WWW.GIASURV.COM



**DECLARATION OF RESERVATIONS AND  
RESTRICTIVE COVENANTS FOR GREEN RIDGE TRAILS**

Cooke Knob, LC ("Developer") is the owner of the real property described in this declaration ("Declaration") and is desirous of subjecting it to reservations and restrictive covenants to provide enforceable standards of improvement and so aesthetics, living conditions, and property values may be enhanced. The reservations and restrictive covenants are for the benefit of such property and each owner, which covenants shall run with the property, and each Lot or parcel within it, and shall bind the successors in interest of any owner. Developer hereby declares that the real property described in Article I shall be held, transferred, sold and conveyed subject to the reservations and restrictive covenants set forth below:

**Property**

1. The real property is more particularly described as follows:  
Lots 1 - 39 of Green Ridge Trails Subdivision ("Subdivision") as shown on the plat ("Plat") of Phase I, filed in Plat Book 1, Pages 725-727, and such future plats of Lots in subsequent Phases filed in the Register's Office of Morgan County, Tennessee, which may be sold from time to time and contain a provision in the deeds that such Lots are subject to this Declaration of Reservations and Restrictive Covenants. No property other than that described above shall be subject to this Declaration.

**Subdividing**

2. No Lot shall be subdivided. Lots may be combined, subject to applicable governmental approval.

**Number of Buildings per Lot**

3. Only 1 single family dwelling ("Dwelling") may be constructed on each Lot.

4. In addition to a dwelling, no more than 2 permanent detached buildings may be constructed on the Lot ("Additional Buildings"). The Additional Buildings that may be constructed are: detached enclosed garage, barn, staff quarters, guest quarters or storage facility. The Additional Buildings must be constructed simultaneously with, or after, the Dwelling, and must be of the same or substantially similar material as that of the Dwelling. Additional Buildings must be enclosed on at all sides.

**Association**

5. Developer shall have the option of creating a property owners association in which the record owner or owners of each Lot becomes a member, to be know as The Green Ridge Trails Property Owners Association, Inc. ("Association"), a Tennessee Non-Profit Corporation. After Developer sells 75% of all Lots in all Phases of Green Ridge Trails Subdivision, any record owner of a Lot may create the Association, if Developer

has not already done so. Thereafter, all Lot owners shall be subject to the jurisdiction of the Association and the terms and conditions of this Declaration. If created, the Association shall be for the purpose of enforcing this Declaration, maintaining Subdivision and Subdivision Trails.

6. If the Association is created, the annual assessment for each Lot shall be the sum of \$50.00 per Lot per year. The funds shall be known as the "Property Owners Association Fund". The amount of the annual assessment is subject to increase by majority vote of the Association. The Developer shall be exempt from any and all assessments for any Lot owned by it, either now or in the future. The Property Owners' Association Fund shall be owned jointly by all the Lot owners of the Property in the Subdivision and shall be used only for administrative costs, including attorney's fees, for the setup and perpetual continuation of the Property Owners' Association, and for the following Subdivision expenses, if any: maintenance, utilities, the sign, landscaping, mowing, snow removal, maintaining Trails and for any other reasonably necessary expenditures based on a majority vote of the Board of the Association.

7. If the Association is created, each member shall be entitled to cast one (1) vote in the affairs of the Association for each Lot owned (one vote per Lot), but the Developer shall be entitled to cast two (2) votes for each Lot owned.

8. If created, the Association shall organize, elect officers to the Board of Directors (the "Board"), adopt by-laws, and operate freely within the restrictions contained in this Declaration. Developer, either through its employees, agents, assigns, will administer the Association and enforce this Declaration until the initial organizational meeting of the Association is held.

#### **Construction Standards**

9. All Dwellings and Additional Buildings shall be maintained in good and workmanship manor and shall be maintained at all times in good state of repair.

10. The exterior of the Dwelling shall be made of the following materials: brick, stone, finished wood, board and batting, fine log or other similar construction. Dwellings shall not have exterior finish of concrete block, aluminum siding, tar paper, other rolled-type or asphalt siding. Exposed block foundations shall be faced with brick, stone, or stucco.

11. All Dwellings must have a total minimum of 1400 square feet of finished living area, including a minimum of 1000 square feet of living area on the first floor.

12. The roof pitch of each Dwelling and Additional Building must be at least 6/12 pitch.

13. All utility lines to each Dwelling or additional Structure must be underground.



14. Driveways must be paved or graveled within 60 days of commencement of construction. If a driveway crosses a drainage ditch, it must contain a metal culvert covered with stone of sufficient size so as not to restrict drainage.
15. Fencing on any Lot shall be limited to wood material, brick or stone, and no greater than 6 feet in height. Other fencing, expressly chain-link and barbed-wire fencing, shall be prohibited. All fencing must be placed outside easements, but may be placed within setbacks, described herein.
16. Construction of Dwelling and any Additional Building shall be substantially completed within 12 months of visible commencement of construction. In the case of complete or partial destruction of any Dwelling or Additional Building, it must be rebuilt or the debris removed from the premises within six (6) months of the occurrence.
17. Any land area cleared for homesites or pastures must have brush, stumps, logs and other debris removed and disposed of within 180 days after tree clearing begins. Any earth movement must be re-graded and covered with sod or other material to prevent erosion.
18. Removal of trees, over 6" in Diameter at breast height ("Mature Trees") is specifically regulated. No removal of Mature Trees, within the front and side setbacks on any Lot will be allowed, except for removal necessary for a driveway. Mature Tree removal shall be allowed in other areas of the Lot, but no more than 50% of the total number of Mature Trees on the Lot may be removed.
19. Each Dwelling shall have its own well and sewage disposal system approved by the County Health Department.

#### **Setbacks**

20. Each Dwelling and Additional Building shall be at least: 50 feet from the front and any side access roads; 20 feet from the line of any adjoining property owner; and 20 feet from the rear of the Lot.

#### **Prohibited Activities and Uses**

21. No Lot may be utilized for anything other than single-family residential purposes.
22. No animals shall be raised or kept on any Lot. This restriction shall not apply to: household pets, such as dogs and cats, which may be kept on a Lot, and leashed while not on a Lot, provided they do not create a nuisance. This restriction shall not apply to horses (a maximum of 2 per Lot). No breeding of animals of any kind, domestic or otherwise.
23. No mobile homes shall be located on any Lot, either temporarily or permanently. Barn/living quarter combinations are permitted. Motor homes and RV units can be

parked on Lots with existing residences for temporary use such as vacations, but, must have an approved septic system and must be moved after 2 weeks. Motor homes and RV units cannot be used as permanent residence.

24. Tractors, trailers, boats, boat trailers, commercial vehicles, lawn equipment, campers, cargo trailers, and similar vehicles shall be stored in a Dwelling, Additional Building or fenced backyard.

25. No signs shall be permitted, other than road signs, and address signs. This prohibition shall not apply to Developer.

26. No part of the Lot shall be used for storage of waste, junk, inoperable vehicles, or any other type of large metal refuse. Household waste shall be kept in clean, sanitary, closed containers. No dumping of refuse shall be allowed.

27. No noxious or offensive activity which shall be an annoyance or nuisance shall be allowed on the property.

28. No outdoor toilet facilities are allowed.

29. No exterior clotheslines shall be allowed on any Lot.

30. No hunting or camping shall be allowed on any Lot or on the Trails.

31. No antennae or satellite dishes larger than 18 inches in diameter shall be allowed on any Lot.

32. All mailboxes shall be made of metal and painted black, and be attached to 4" x 4" wooden posts.

#### **Trail Easements**

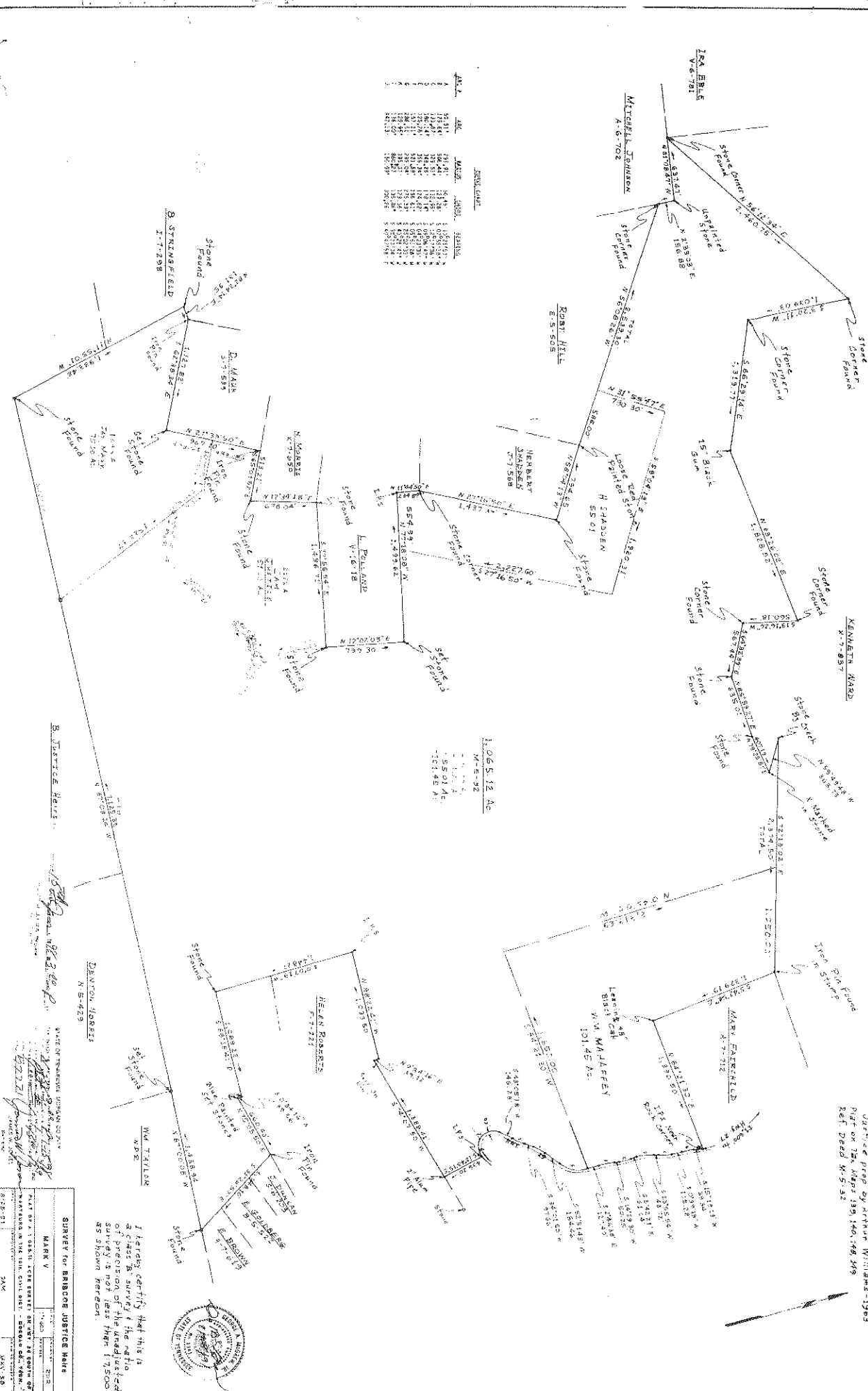
33. Various Lots are subject to 10 feet wide trail easements ("Trail Easement"), as shown on the Plat, for the use of Subdivision residents and their guests, which shall not be obstructed with shrubbery, fencing, etc., and must be left open at all times.

34. No motorized vehicles shall be allowed on trails except for necessary maintenance or construction by Developer.

#### **Other Easements**

35. This conveyance is subject to any and all power lines, water lines, or easements for the same, regardless of whether same are actually of record, exist, or henceforth may exist or be constructed.





ADJACENT OWNERS

NAME	ACRES	SECTION
1	35.81	1
2	35.81	2
3	35.81	3
4	35.81	4
5	35.81	5
6	35.81	6
7	35.81	7
8	35.81	8
9	35.81	9
10	35.81	10
11	35.81	11
12	35.81	12
13	35.81	13
14	35.81	14
15	35.81	15
16	35.81	16
17	35.81	17
18	35.81	18
19	35.81	19
20	35.81	20

1.06512 Ac

Note: North taken from dug of  
 Justice prep by Arthur Williams-1963  
 Plat on 75, Maps 139, 140, 148, 149  
 Ref. Deed W-5-32

Justice Heirs  
 B. Justice Heirs  
 DEWTON MORRIS  
 N-S-429



I hereby certify that this is  
 a true and correct copy of the original  
 survey as shown on the plat of 1963  
 as shown herein.

Surveyor for BRIDCE JUSTICE HEIR

MARK V

DATE OF SURVEY: 1963

PLAT OF A TRACT OF LAND FOR THE SURVEY OF  
 BRIDCE JUSTICE HEIR, AS SHOWN ON THE PLAT OF 1963.

8-29-61

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