

**CONSERVATION EASEMENT  
BASELINE DOCUMENTATION REPORT  
DRY MILL CREEK, LLC  
CLAY & OVERTON COUNTIES, TENNESSEE  
December 27, 2016**



Prepared by:  
**Lead Author**  
Christopher R. Wilson, *Consulting Biologist*  
**Conservation Ecology, LLC, Hendersonville, NC**

**FIELD COPY**

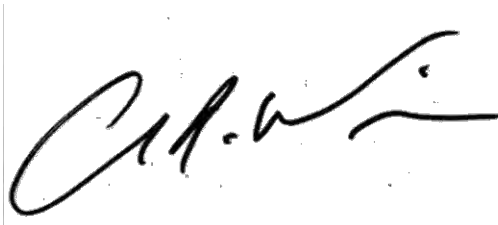
# **BASELINE DOCUMENTATION REPORT**

## **DRY MILL CREEK LLC**

### **CONSERVATION EASEMENT**

**Baseline data for Conservation Easement granted by DRY MILL CREEK, LLC in Clay & Overton Counties, Tennessee, to Foothills Land Conservancy.**

**Prepared by:**

A handwritten signature in black ink, appearing to read "C.R. Wilson", is centered on the page. The signature is written in a cursive style with a horizontal line at the end.

---

Christopher R. Wilson, Owner/ Principal  
Conservation Ecology, LLC, Hendersonville, NC

### **Contributing Authors**

**Meredith Clebsch, Foothills Land Conservancy** – supervised development of document

**Lloyd Raleigh, Helia Environmental LLC, Asheville, NC** – Conducted botanical and natural community inventory, created photo-documentation, and contributed associated reporting and spatial data for mapping

(See Preparer Qualifications below)

## TABLE OF CONTENTS

Project Brief	
Background Information	
Owner Acknowledgement of Conditions	
Ownership Information	
Property Description	
Parcel Maps and Property Data	
Purpose and Summary of Conservation Easement Provisions	
Significance of the Property	
The Foothills Land Conservancy Corporate Mission	
TN Agricultural, Forestry and Open Space Resource Preservation Act	
Tennessee Conservation Easement Act of 1981	
Foothills Land Conservancy Board of Director's Resolution Accepting Conservation Easement with Signatures of President and Secretary	
Minutes of Board Meeting	
Recitals	
Legal Condition	
Deed of Conservation Easement with Property Description	
Conservation Values	
Natural Habitat	
Open Space	
Geology	
Soils	
Land Use Information & Anthropogenic Features	
Flora and Fauna Reports	
TN Natural Heritage Database Report on Listed Species	
Observed Species Lists	
Archaeological Report	
TN Division of Archaeology Letter on Archaeology Database	
Photographs of Current Site Conditions	
Photo Point Maps	
Photographs	
Maps	
• Aerial Photograph with Boundaries	
• State Map	
• County Map	
• USGS Quadrangle Map	
• Wetlands, Streams, & Watersheds Map	
• Soils Map with Descriptions & Prime Agricultural Soils	
• Sub-surface Geology and Legend	
• Land Use Map	
• Survey Map	
• Home Site Drawing	
• Conservation Management Areas Map	
• Anthropogenic Features Map	

- Protected Areas & Ecoregional Portfolio Areas Map
- TN State Wildlife Action Plan Map
- Climate Resilience Map
- Natural Community Type & Rare Species Map
- Natural Community Quality Map

Directions to Property, with map

References

Preparers' Qualifications and Contributions

Exhibits

A. Conservation Easement

## PROJECT BRIEF

### CONSERVATION VALUES

**Size:** 1,157.38 acres

**Location:** Clay & Overton Counties, TN

**Elevation:** ~600' – 1,100' above mean sea level

**Watersheds:** Dry Fork Creek (HUC12- 051301060102)

The property contains examples of nine natural communities: Montane Cliffs (Calcareous Type), Interior Low Plateau Chinquapin Oak-Mixed Oak Forest, Chestnut Oak – Shagbark Hickory – Sugar Maple Forest, Floodplain Canebrake, Interior Low Plateau Chinquapin Oak-Mixed Oak Forest, Montane Cliff (Calcareous Type), Northern Mixed Mesophytic Forest, River Birch – Sycamore Small River Floodplain Forest, and White Oak - Mixed Oak Dry-Mesic Alkaline Forest.

In addition to the large size of the property, the majority of the property contains mature forests and high quality examples of natural communities, including some rare and uncommon natural community types.

The property contains at least 166 species of vascular plants, including two state listed rare species: butternut (State Threatened, State Vulnerable—S3) and Schreber's aster (State Special Concern, State Critically Imperiled—S1)

The Conservation Area contains suitable habitat for over 9 Greatest Conservation Need species identified in the 2015 Tennessee State Wildlife Action Plan, including Wood Thrush, Louisiana Waterthrush, Yellow-breasted Chat, Timber Rattlesnake, and Eastern Box Turtle.

The conservation area contains over 3 miles of streams, which are tributaries to the Cumberland River according to the USGS National Hydrography Dataset. Protection of these streams will minimize sedimentation into important downstream waterways and contribute to improved water quality.

The Nature Conservancy's Resilient Sites for Terrestrial Conservation in the Southeast Region Assessment (2014) ranked the property as "Above Average" to "Far Above Average" for its resilience to climate change, based on the diversity of microhabitats and climatic gradients available on the property, and habitat connectivity in the landscape, indicating the Conservation Area is a strategic priority for biodiversity conservation in the face of climate change.

The Tennessee State Wildlife Action Plan (2015) GIS database ranks nearly the entire Conservation Area as medium priority or high priority for the conservation of terrestrial, downstream aquatic, and nearby karst habitats.

The property lies within the Standing Stone LFB Terrestrial Conservation Site (a significant ecological area prioritized for conservation actions) identified in The Nature Conservancy's – *The Interior Low Plateau Ecoregion: A Conservation Plan*.

According to the USGS-Protected Areas Database, the property lies adjacent to the Standing Stone State Park (1,042 acres) which lies within 1,000 acres of state forest. Protection of the Dry Mill Creek, LLC property will enhance the viability of these adjacent state conservation

lands by increasing the overall ecologically effective size of the protected areas, reducing the threat of future fragmentation, and protecting water quality.

In addition to riparian stream corridors and other significant ecological features, the property contains Prime Agricultural Soils which will be protected from development and remain operable and available for agricultural uses. The property also contains significant forest lands which will be protected from development and available for forest management and the production of wood products.

**BACKGROUND INFORMATION**

**OWNER ACKNOWLEDGEMENT OF CONDITION**

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

12/27/2016  
Date

**For the Grantors:**

**DRY MILL CREEK, LLC  
By It's Manager**

**Southern Land Protectors, LLC**

By:   
A. Kyle Carney

**For the Grantee:**

  
William C. Clabough, Sr.  
Foothills Land Conservancy

**OWNER INFORMATION**

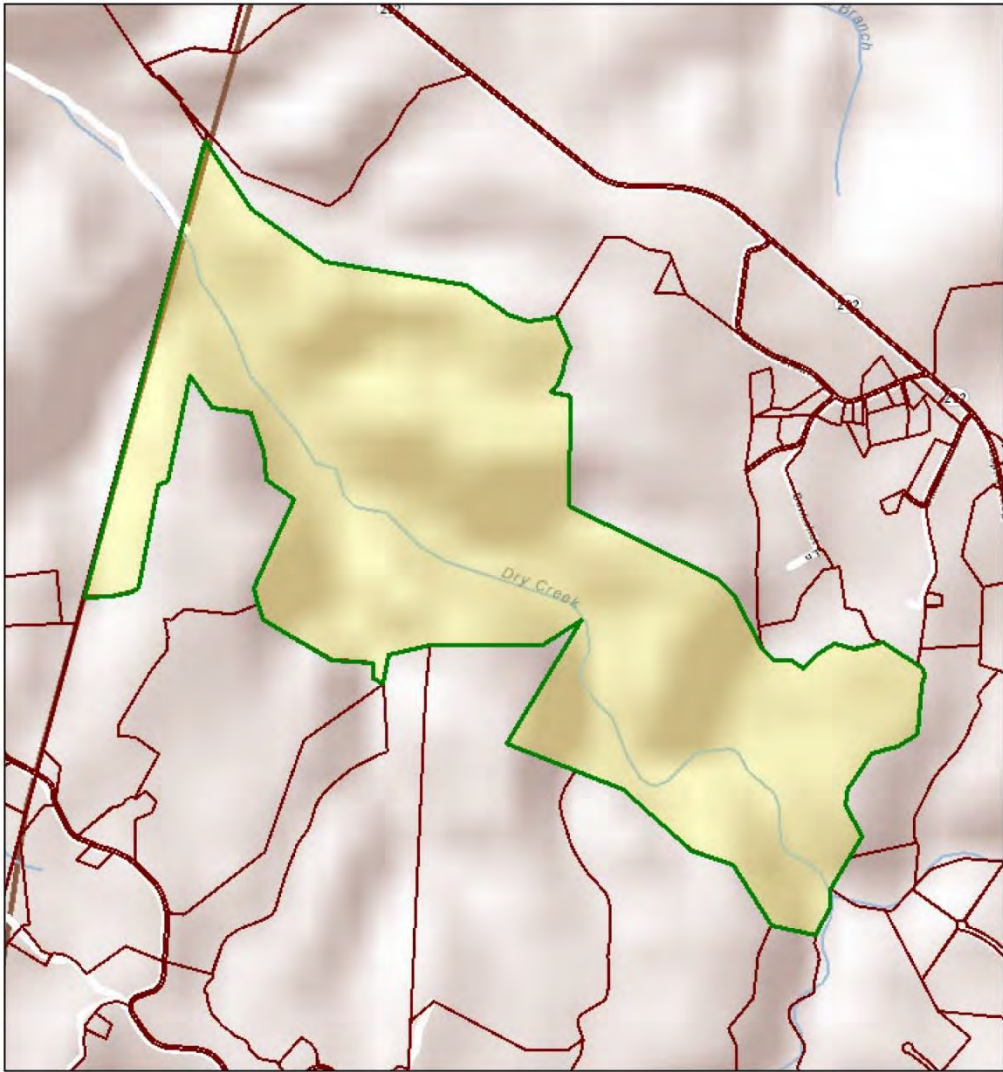
Dry Mill Creek, LLC  
22 Shorter Avenue  
Rome, Georgia 30165  
Attn: Mike Mathis

**PROPERTY DESCRIPTION**

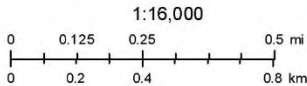
(See Exhibit A Below)

**Parcel Maps and Property Data**

Overton County - Parcel: 024 004.00



November 11, 2016



OIR-GIS Services



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

Home About New Search Return to List

County Number: 067

County Name: OVERTON

Tax Year: 2017

**Property Owner and Mailing Address**

Jan 1 Owner:  
 GRAHAM HOLDINGS INC  
 PO BOX 789  
 LINDEN, TN 37096

**Property Location**

Address: MORGAN HANEY RD

Map: 024 Grp: Ctrl Map: 024 Parcel: 004.00 PI: S/I: 000

**Value Information**

Reappraisal Year: 2015

Land Mkt Value: \$537,600

Improvement Value: \$0

Total Market Appraisal: \$537,600

Assessment %: 25

Assessment: \$134,400

**General Information**

Class: 10 - FARM  
 City #: 000 City: 000  
 SSD1: 000 SSD2: 000  
 District: 03 Mkt Area: R01  
 # 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:

**Additional Description**

224-102

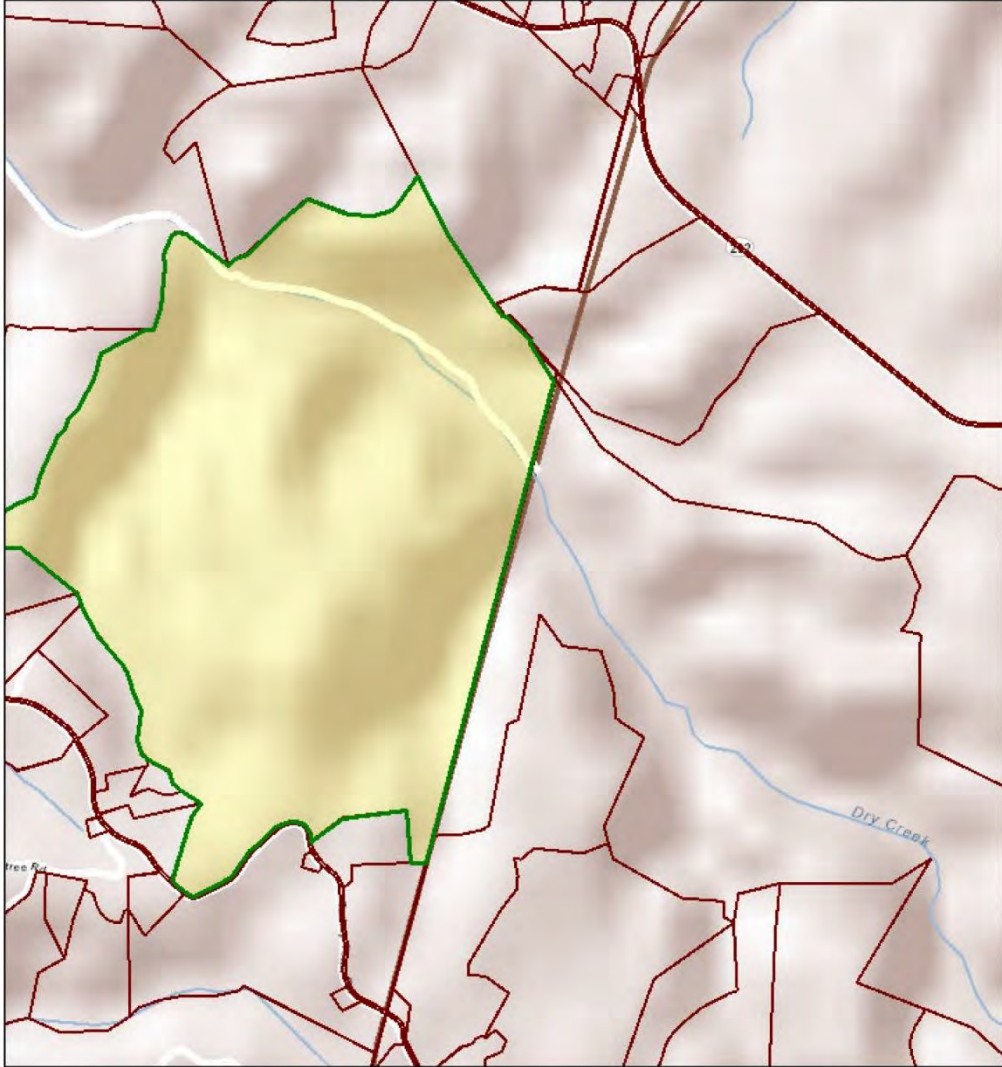
**Building Information**

**Extra Features**

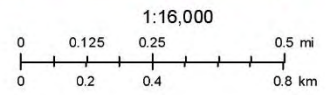
**Sale Information**

Sale Date	Price	Book	Page	Vac/Imp	Type Instrument	Qualification
07/30/2014	\$868,035	137	681	VACANT	WD	M
03/11/2013		118	548			

Clay County - Parcel: 087 011.00



November 11, 2016



OIR-GIS Services

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

Home About New Search Return to List

County Number: 014 County Name: CLAY Tax Year: 2016

**Property Owner and Mailing Address**

Jan 1 Owner: GRAHAM HOLDINGS INC P O BOX 789 LINDEN, TN 37096	Current Owner: GRAHAM HOLDINGS INC P O BOX 789 LINDEN, TN 37096
--	--

**Property Location**

Address: OVERTON CO LINE  
 Map: 087 Grp: Ctrl Map: 087 Parcel: 011.00 PI: S/I: 000

**Value Information**

Reappraisal Year: 2012

Land Mkt Value:	\$674,800
Improvement Value:	\$90,500
Total Market Appraisal:	\$765,300
Assessment %:	25
Assessment:	\$191,325

**General Information**

Class:	10 - FARM		
City #:	000	City:	
SSD1:	000	SSD2:	000
District:	03	Mkt Area:	R01
# Bldgs:	0	# Mobile Homes:	1
Utilities - Water / Sewer:	01 - PUBLIC / PUBLIC	Utilities - Electricity:	01 - PUBLIC
Utilities - Gas / Gas Type:	00 - NONE	Zoning:	

**Subdivision Data**

Subdivision:  
 Plat Bk: Plat Pg: Block: Lot:

**Additional Description**

**Building Information**

**Extra Features**

Bldg/Card#	Type	Description	Units
1	POLE BARN	72 X 96	6,912
1	MOBILE HOME CLASS 3	24X60	1,440

**Sale Information**

Sale Date	Price	Book	Page	Vac/Imp	Type Instrument	Qualification
-----------	-------	------	------	---------	-----------------	---------------

## **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. 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*

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

### *Tennessee Conservation Easement Act of 1981*

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

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

Date: \_\_\_\_\_ 11/10/2016 \_\_\_\_\_

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 Dry Mill Creek, LLC, Clay and Overton Counties, 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 10, 2016, at the offices of FLC, 373 Ellis Ave., Maryville, TN 37804**

Notice of the November 10, 2016 meeting, agenda, and the October 2016 minutes were distributed a week prior to the meeting. The financials were sent on November 7, 2016. The following members were in attendance at the November 10, 2016 meeting: Madge Cleveland, Wes James, Mark King, David Long, Stan Malone, Billy Minser, Mike Parish, Steve Polte, John Proffitt, Sara Rose, Susanna Sutherland and David Zandstra. Non-voting Recording Secretary, Mark Jendrek was in attendance. Not in attendance were Dan Barnett, Jenny Hines, Craig Jarvis, and Ken Rueter. The members in attendance during the meeting's discussion and voting constituted a quorum. FLC staff members, Bill Clabough, Meredith Clebsch, Elise Eustace and Tom Howe were present.

**Call to Order**

President, Madge Cleveland, called the meeting to order at 6:00pm.

**Approval of the Minutes**

Minutes from the October 2016 Board meeting were sent out to FLC Board Members a week prior to the November 2016 meeting. Sara Rose made a motion to approve the October 2016 minutes and David Zandstra seconded the motion. The vote for approval of the minutes was unanimous.

**Committee Reports**

***Land Protection Committee***

Regarding the Harper Branch CE property, Mike Parish explained that Land Protection was asked to consider letting the property owner cut pine trees on his property that were compromised due to a pine bark beetle infestation. Some of the trees included were pines within the stream buffer. The landowner provided FLC with locations and photos of infested trees. The sub-committee of the land protection committee met and decided due to the infestation that it was in the best interest of the property owner and the conservation easement to allow the trees to be cut. Reasons cited included the potential for the beetles to spread, the ongoing drought, and the pine beetle's presence on some adjacent properties. The Land Protection also discussed the issue and whether it fit within some of the provisions of the CE agreement as the cutting would include areas within 200 feet of a protected area. Mark Jendrek reviewed the language within the CE and advised the committee that there was room in the existing CE to allow the cutting, even in a sensitive natural area. The land protection committee voted to approve the tree cutting under the guidelines listed within the Harvest Plan prepared by forester, Keith Moss, for Harper Branch. John Proffitt seconded the motion and the motion passed unanimously.

Bill Clabough also reviewed with the Board some of the standard language included in FLC’s conservation easement documents that pertain to prohibited uses and reserved rights. Bill said that Meredith would then highlight any considerations outside of this standard language for the Board during the pre-approval and final approval of the meeting’s potential CE projects.

Meredith Clebsch reviewed a PowerPoint of 5 potential conservation easements for the Board’s pre-approval during the Board Meeting. Clebsch also provided information about the following projects for pre-approval via email to the Board prior to the meeting. These projects include:

(excerpted)

Meredith Clebsch then reviewed a PowerPoint of 14 potential conservation easements for the Board’s final approval, if offered by the donor, during the Board Meeting. Clebsch also provided information about the following projects for final approval via email to the Board prior to the meeting. These projects include:

(excerpted)

Approval	Project	Acreage	County	State	House sites	Scenic	Nat Res	Open Space	Agric
FINAL	Dry Mill Creek	1,157.38	Clay/Overton	TN	2, 2ac	x	x	x	x

The Land Protection made the motion to the Board’s pre-approval and final approval, if offered by the donor, of the properties and it was seconded by Sara Rose. David Long recused himself from voting. The motion passed unanimously.



**RECITALS**  
**from DRY MILL CREEK, LLC CONSERVATION EASEMENT**  
(any reference to “Exhibits” in this section refers to the CE document)  
(from CE current as of 12-17)

WHEREAS, Grantor is the owner in fee simple of real property containing approximately 1,157.38 acres located in Overton County, Tennessee and Clay County, Tennessee, respectively, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property") and depicted on the survey drawings attached hereto as Exhibit "B" over which Grantor wishes to grant Grantee a conservation easement; and

WHEREAS, the Property contributes to the ecological viability of the area in the vicinity of the Dry Creek and Standing Stone State Park (collectively, the “Wildlife Areas”); and

WHEREAS, the Property is adjacent to Standing Stone State Park, which lies within 1,000 acres of state forest, and the preservation of the Property thus contributes to the viability of these adjacent state conservation lands by increasing the overall ecologically effective size of the protected areas, reducing the threat of future fragmentation, and protecting water quality; and

WHEREAS, the Property lies within the Standing Stone LFB Terrestrial Conservation Site, a significant ecological area prioritized for conservation actions, identified in The Nature Conservancy’s – *The Interior Low Plateau Ecoregion: A Conservation Plan*; and

WHEREAS, the Property contains over three (3) miles of streams, which are tributaries to the Cumberland River according to the USGS National Hydrography Dataset, and is a headwaters area for the Cumberland River, and protection of the Property and said water features will minimize sedimentation into important downstream waterways and contribute to improved water quality; and

WHEREAS, the majority of the Property contains mature forests and high quality examples of natural communities, including some rare and uncommon natural community types; and

WHEREAS, the Property contains, in addition to riparian stream corridors and other significant ecological features, Prime Agricultural Soils which will be protected from development and remain operable and available for agricultural uses as well as significant forest lands which will be protected from development and remain available for forest management and the production of wood products; and

WHEREAS, the Property was ranked in The Nature Conservancy’s Resilient Sites for Terrestrial Conservation in the Southeast Region Assessment (2014) as “Above Average” to “Far Above Average” for its resilience to climate change

based on the diversity of microhabitats and climatic gradients available on the Property, and habitat connectivity in the landscape, which indicates that the Property is a strategic priority for biodiversity conservation in the face of climate change; and

WHEREAS, the majority of the Property was ranked in the Tennessee State Wildlife Action Plan (2015) GIS database as medium priority or high priority for the conservation of terrestrial, downstream aquatic, and nearby karst habitats; and

WHEREAS, protection of the Property increases the acreage of conserved lands in Overton County, Tennessee and Clay County, Tennessee generally and thus helps maintain landscape connectivity in the region, supports continuity of habitat corridors between the Property and other open space lands in the region and minimizes habitat degradation, which furthers the protection efforts outlined in the Wildlife Conservation Strategy developed in the State Wildlife Action Plan promulgated by the Tennessee Wildlife Resources Agency; and

WHEREAS, the Property includes a variety of habitats, and multiple habitat types on the Property, abundant water sources and vast contiguous forested areas offer generous natural resources for many plant species plus resident and migratory wildlife and fish species; and

WHEREAS, the Property contains suitable habitat for over nine (9) Greatest Conservation Need species identified in the 2015 Tennessee State Wildlife Action Plan, including the Wood Thrush, Louisiana Waterthrush, Yellow-breasted Chat, Timber Rattlesnake and Eastern Box Turtle; and

WHEREAS, the Property contains examples of nine (9) natural communities: Montane Cliffs (Calcareous Type), Interior Low Plateau Chinquapin Oak-Mixed Oak Forest, Chestnut Oak – Shagbark Hickory – Sugar Maple Forest, Floodplain Canebrake, Interior Low Plateau Chinquapin Oak-Mixed Oak Forest, Montane Cliff (Calcareous Type), Northern Mixed Mesophytic Forest, River Birch – Sycamore Small River Floodplain Forest, and White Oak - Mixed Oak Dry-Mesic Alkaline Forest; and

WHEREAS, eighty percent (80%) of the Property is in good quality in terms of natural communities, and two (2) large Montane Cliffs (Calcareous Type, G3) are of excellent quality; and

WHEREAS, the Property's diversity of habitats, relative proximity to known recorded occurrences of rare and uncommon species (including twelve (12) rare species which occur within five (5) miles of the Property according to the Natural Heritage Inventory Program and sixteen (16) rare species which occur within the Hilham USGS Quad in which the Property is located), and quality natural communities create the potential for the occurrence of rare, threatened and uncommon animal, fish and plant species located in Overton County, Tennessee and Clay County, Tennessee; and

WHEREAS, the Property is significant botanically and contains at least one hundred sixty-six (166) species of vascular plants, including two (2) state listed rare species, the Butternut (State Threatened, State Vulnerable—S3) and Schreber's aster (State Special Concern, State Critically Imperiled—S1); and

WHEREAS, Grantor certifies that the Property possesses ecological, natural, forested, open land, and wildlife and fish habitat values (collectively, "Conservation Values") of great importance to Grantor, the people and visitors of Overton County, Tennessee and Clay County, Tennessee and the people and visitors of the State of Tennessee and which further contributes to the national goals to conserve scenery and wildlife for the enjoyment of future generations; and

WHEREAS, Grantor certifies that the Property possesses ecological, natural, agricultural, forested and other Conservation Values in its present state as a large natural area; and

WHEREAS, the Property remains undeveloped and is contiguous with larger tracts of both forested and agricultural lands and its preservation is desirable for aesthetic, silvicultural, agricultural, and ecological reasons; and

WHEREAS, the areas around and in the vicinity of the Wildlife Areas in middle Tennessee, around and in the vicinity of Overton County, Tennessee and Clay County, Tennessee and regionally around the metropolitan area of Cookeville, Tennessee are rapidly developing regions, and large tracts of natural lands are immediately threatened with residential, commercial and industrial development; and

WHEREAS, the specific Conservation Values of the Property are further documented in an inventory of relevant features of the Property, dated as of \_\_\_\_\_, 2016, on file at the offices of Grantee ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the Grantor certifies and the parties agree provide, collectively, an accurate representation of the Property at the time of this grant, and which is intended to serve as an objective, though nonexclusive, information baseline for monitoring compliance with the terms of this grant; and

WHEREAS, the Conservation Values are of great importance to the Grantor, to the Grantee and to the people of Tennessee and this nation; and

WHEREAS, Grantor intends that all other Conservation Values of the Property also be preserved and maintained by prohibiting those land uses on the Property that impair or interfere with them; 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" under Sections 501(c)(3), 170(b)(1)(A)(vi) and 170(h)(3), respectively, of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code"), an "eligible donee" within the meaning of Treasury Regulation Section 1.170A-14(c)(1), whose primary purpose is to preserve land, water, air, wildlife, scenic qualities and open space by implementing programs for protecting unique or rare natural areas, water front, stream corridors and watersheds; and

WHEREAS, Grantee has a commitment to protect the Conservation Values of the Property and has the resources to enforce conservation restrictions; and

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

(a) Preservation of the Property as a viewshed and open space for the scenic enjoyment of the general public, which will yield a significant public benefit within the meaning of § 170(h)(4)(A)(iii)(I) of the Code;

(b) Preservation of the Property provides for the protection of a significantly relatively natural habitat of fish, wildlife, plants or similar ecosystems within the meaning of § 170(h)(4)(A)(ii) of the Code; and

(c) Preservation of the Property as open space (including forest land which contains mature trees on portions of the Property) where such preservation is for the scenic enjoyment to the general public and will yield a significant public benefit and where such preservation is pursuant to a clearly delineated Federal, State or local government conservation policy which provides significant public benefit within the meaning of § 170(h)(4)(A)(iii)(II) of the Code and this Easement will benefit the public by preserving valuable forest resources in the State of Tennessee; and

WHEREAS, this Easement constitutes a "qualified real property interest" as established in § 170(h)(2)(C) of the Code; 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 will work together to fulfill the Conservation Purposes; and

WHEREAS, Grantor intends to grant the 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 Clay & Overton Counties, Tennessee Register of Deeds)

## CONSERVATION VALUES

The conservation values that make the DRY MILL CREEK, LLC property unique are described below and are detailed in the recitals (the “Whereas” statements) in the Conservation Easement.

Field data was gathered during site visits by Christopher Wilson on November 4, 2016, and by Lloyd Raleigh on October 20, 2016.

### NATURAL HABITAT

**Conservation Context** – Adjacency and proximity to other conservation properties enhances the conservation value of a site by minimizing fragmentation and the influence of negative edge-effects, increasing the effective size of protected habitat, and promoting ecological connectivity.

- According to the USGS-Protected Areas Database, the property lies adjacent to the Standing Stone State Park (1,042 acres) which lies within 1,000 acres of state forest. Protection of the Dry Mill Creek, LLC property will enhance the viability of the adjacent state conservation lands.

**Resilient Sites for Terrestrial Conservation in the Southeast Region Assessment - The Nature Conservancy** - Climate change is altering species distributions in unpredictable ways, and conservationists require a way to prioritize strategic land conservation that will conserve the maximum amount of biological diversity despite changing distribution patterns. The Resilient Sites for Terrestrial Conservation GIS data layer identifies key areas for conservation based on land characteristics that increase diversity and resilience. The term “site resilience” refers to the capacity of a site to adapt to climate change while still maintaining diversity and ecological function. For more information, see: Anderson, M.G., A. Barnett, M. Clark, C. Ferree, A. Olivero Sheldon, and J. Prince. 2014. *Resilient Sites for Terrestrial Conservation in the Southeast Region*. The Nature Conservancy, Eastern Conservation Science, 127 pp.

The Resilient Sites for Terrestrial Conservation GIS data layer was used to assess site resilience of the Property. This layer contains site resilience scores for 30m x 30m grid-cells across the Southeast that are based on three primary characteristics: geophysical representation (underlying geology, soils, and elevation), landscape complexity (local diversity of landforms), and landscape permeability (local connectivity). Site resilience scores are classified on a scale between “Far below average” to “Far above average”.

- The property is ranked as “Above Average” to “Far Above Average” for its resilience to climate change, based on the diversity of microhabitats and climatic gradients available on the property, and habitat connectivity in the landscape, indicating the Conservation Area is a strategic priority for biodiversity conservation in the face of climate change.

**TN State Wildlife Action Plan- TN Wildlife Resources Agency** - In order to receive funds through the Wildlife Conservation and Restoration Program and the State Wildlife Grants Program, Congress charged each state and territory with developing a wildlife action plan. These proactive plans, known technically as “comprehensive wildlife conservation strategies,” assess the health of each state’s wildlife and habitats, identify the problems they face, and outline the actions that are needed to conserve them over the long term. State Wildlife Action Plans outline the steps that are needed to conserve wildlife and habitat before they become too rare or costly to restore. The TN SWAP identifies a list of species of Greatest Conservation Need (GCN) that serve as targets for conservation actions, as well as a GIS database illustrating priority areas for conservation that will ultimately contribute to the conservation of a variety of GCN species.

- The Tennessee State Wildlife Action Plan (2015) GIS database ranks nearly the entire property as medium or high priority for the conservation of terrestrial, downstream aquatic, and nearby karst habitats.
- Based on field surveys by Chris Wilson, the property contains suitable habitat for over 9 Greatest Conservation Need species identified in the 2015 Tennessee State Wildlife Action Plan, including Wood Thrush, Louisiana Waterthrush, Yellow-breasted Chat, Timber Rattlesnake, and Eastern Box Turtle.

Potential TN SWAP Species of Greatest Conservation Need for the property based on habitat observations by Chris Wilson

Taxa Group	Common Name	Scientific Name	Global Rank	State Rank	Federal	State Status
Amphibian	Four-toed Salamander	<i>Hemidactylum scutatatum</i>	G5	S3		D
Amphibian	Green Salamander	<i>Aneides aeneus</i>	G3G4	S3S4		
Bat	Northern Myotis	<i>Myotis septentrionalis</i>	G4	S4	LT	
Bat	Rafinesque's Big-eared Bat	<i>Corynorhinus rafinesquii</i>	G3G4	S3		D
Bat	Tri-colored Bat	<i>Perimyotis subflavus</i>	G5	S5		
Bird	Blue-winged Warbler	<i>Vermivora cyanoptera</i>	G5	S4		
Bird	Cerulean Warbler	<i>Setophaga cerulea</i>	G4	S3B		D
Bird	Chimney Swift	<i>Chaetura pelagica</i>	G5	S5		
Bird	Chuck-will's-widow	<i>Caprimulgus carolinensis</i>	G5	S3S4		
Bird	Kentucky Warbler	<i>Geothlypis formosa</i>	G5	S4		
Bird	Louisiana Waterthrush	<i>Parkesia motacilla</i>	G5	S4		
Bird	Northern Bobwhite	<i>Colinus virginianus</i>	G5	S2S3	(PS)	
Bird	Prairie Warbler	<i>Setophaga discolor</i>	G5	S3S4		
Bird	Whip-poor-will	<i>Caprimulgus vociferus</i>	G5	S3S4		
Bird	Wood Thrush	<i>Hylocichla mustelina</i>	G5	S4		
Bird	Worm-eating Warbler	<i>Helmitheros vermivorum</i>	G5	S4		
Bird	Yellow-breasted Chat	<i>Icteria virens</i>	G5	S4		
Bird	Yellow-throated Warbler	<i>Setophaga dominica</i>	G5	S4		
Mammal	Allegheny Woodrat	<i>Neotoma magister</i>	G3G4	S3		D
Reptile	Eastern Box Turtle	<i>Terrapene carolina</i>	G5	S4		
Reptile	Timber Rattlesnake	<i>Crotalus horridus</i>	G4	S4		

***Ecoregional Assessments - The Nature Conservancy*** - Ecoregional Assessments are a method by which The Nature Conservancy establishes priorities for conservation actions. This process evaluates large geographic areas delineated by climate, geology, and physiography, for their characteristic biodiversity patterns. The resulting plan identifies viable populations of rare species and the best example of characteristic natural communities, providing a regional blueprint for conservation success. Ecoregions provide an ecological framework, as opposed to political boundaries, for understanding and conserving biodiversity across a full range of environmental gradients. TNC currently identifies 67 terrestrial ecoregions in the conterminous U.S., nine of which fall into the Eastern Division. A Conservation Portfolio is a set of sites that collectively represent the best examples of the species and habitats that characterize the ecoregion.

- The Conservation Area lies within the *Standing Stone LFB Terrestrial Conservation Site* (a significant ecological area prioritized for conservation actions) identified in *The Nature Conservancy's – The Interior Low Plateau Ecoregion: A Conservation Plan*.

***TN Natural Heritage Program Database – TN Department of Environment & Conservation*** - The Natural Heritage Inventory Program maintains a Geographic Information Systems (GIS) database which contains information on the distribution and ecology of rare plants, animals, and ecological communities across Tennessee. The Natural Heritage database was queried for records on the property. Rare species and natural communities occurring near the property have potential to occur on the property itself, can be used for targets during field surveys, and may benefit from the protection of the property. Thus, the database was also queried for rare species and natural communities within the USGS Quad containing the property.

- 12 rare species occur within 5 miles of the property.
- 16 rare species occur within the Hilham USGS Quad, in which the property is located.

See Flora and Fauna Reports (below) table of Natural Heritage Database results

***On-site Botanical & Natural Community Inventories*** – were conducted by Lloyd Raleigh on October 20, 2016. His primary findings were:

- The property contains examples of nine natural communities: Montane Cliffs (Calcareous Type), Interior Low Plateau Chinquapin Oak-Mixed Oak Forest, Chestnut Oak – Shagbark Hickory – Sugar Maple Forest, Floodplain Canebrake, Interior Low Plateau Chinquapin Oak-Mixed Oak Forest, Montane Cliff (Calcareous Type), Northern Mixed Mesophytic Forest, River Birch – Sycamore Small River Floodplain Forest, and White Oak - Mixed Oak Dry-Mesic Alkaline Forest.
- The property contains at least 166 species of vascular plants, including two state listed rare species: butternut (State Threatened, State Vulnerable—S3) and Schreber's aster (State Special Concern, State Critically Imperiled—S1).



Dry Mill Creek is significant botanically and additional surveys will likely add new findings. At least 166 species of vascular plants occur at Dry Mill Creek including two rare species—Schreber’s aster and butternut. Nine natural community types occur onsite including three globally rare community types. Most significant is that 80 percent of the tract is in good quality in terms of natural communities. Two large Montane Cliffs (Calcareous Type, G3) are of excellent quality.

The Floodplain Canebrake (G2) occurs only as remnant patches much less than one acre—too small to officially count as a good quality community (ranked D or poor for quality), but noted with the possibility of restoration. Nevertheless, the abundant presence of cane surrounding the floodplain pastures indicates this type once occurred onsite.

The Interior Low Plateau Chinquapin Oak-Mixed Oak Forest occurs throughout the tract on dry, rocky ridges. This G3 community is of good quality onsite.

Two state listed rare species occur at Dry Mill Creek: butternut (State Threatened, State Vulnerable—S3) and Schreber’s aster (State Special Concern, State Critically Imperiled—S1). Both were found in only one location, though other occurrences are presumed.

Dry Mill Creek is positioned on the Eastern Highland Rim ecoregion about a mile from the Outer Nashville Basin ecoregion. In essence, these ecoregions are blurred at this site, as the geology and topography are similar. In addition, this site has Cumberland Mountain affinities, being just thirteen miles from the Cumberland Plateau Escarpment ecoregion.

The pastures, covering over 70 acres of alluvial soils, provide excellent forage for grazing animals and are significant conservation features in their own right.

Dry Mill Creek is a headwaters area for the Cumberland River.

The topography of Dry Mill Creek is typical of the Eastern Highland Rim area around the Cumberland River, with steep ravines and deeply-incised valleys with flat alluvial bottoms. Ridge tops are typically broad and plateau-like in places. Bedrock includes limestone, shale, sandstone, and chert.

Successional forests cover less than five percent of the tract, typically old field areas surrounding the current pasture lands. These areas are in a variety of conditions and often contain high amounts of invasive species such as Chinese privet and Nepalese browntop.

## Natural Community Descriptions

### **Chestnut Oak – Shagbark Hickory – Sugar Maple Forest (G4 – Globally Secure)**

*Quercus prinus* - *Carya ovata* - *Quercus rubra* / *Acer saccharum* Forest (CEGL007268)

Condition Rank: C (Fair) to B (Good)

Successional Stage: Late to Mature

This forest type occurs in the higher elevations of the tract, where flat plateau of sorts occur, and also on some north-facing slopes. These areas are dominated by chestnut oak, with white oak, sugar maple, shagbark hickory, mockernut hickory, American beech, tulip poplar, and black gum as additional species. Sugar maple can be abundant. In addition, southern sugar maple is often a common understory tree along with winged elm, redbud, slippery elm, pawpaw, cucumber magnolia, sassafras, and hophornbeam. Notably, this is the only community type with red maple present in the overstory.

The canopy, averaging 14 inches in areas of good habitat, contains trees up to 30 inches in diameter. Many of these areas are two-aged stands, reflective of previous logging. In areas of fair condition, logging roads are apparent throughout the forest. This community type grades into the other two oak forest communities on the fringes of the plateau and upper slopes and mesophytic communities on north-facing mesic slopes.

Shrubs and vines are sparse and include common round-leaf greenbrier, cat greenbrier, crossvine, grapes, and spicebush. Herbs and graminoids are sparse and low in diversity, with leaf litter covering most of the forest floor underneath the dense canopy. They include northern shorthusk, Bosc's panic-grass, broad beech fern, Christmas fern, and maidenhair fern.

### **Floodplain Canebrake (G2 – Globally Imperiled)**

*Arundinaria gigantea* ssp. *gigantea* Shrubland (CEGL003836)

Condition Rank: D

Successional Stage: Early

In several places, river cane occurs in dense patches, approaching 100 percent cover. These areas are typically small and border the pasture areas, so they are either considered clonal patches of river cane or, in two cases, poor (D-rank) quality versions of a floodplain canebrake. These areas were substantially larger than the other patches. Size is the limiting factor in determining quality of this natural community type. Historically, the floodplain canebrake likely existed throughout the alluvial floodplain soils within this tract. River cane typically occurs as a low plant diversity natural community. Nevertheless, its habitat provides for endemic species of animals such as rare cane-feeding moths and the canebrake rattlesnake.

**Interior Low Plateau Chinquapin Oak-Mixed Oak Forest (G3 – Globally Vulnerable)**

*Quercus muehlenbergii* - *Quercus (falcata, shumardii, stellata)* / *Cercis canadensis* / *Viburnum rufidulum* Forest (CEGL007699)

Condition Rank: B (Good)

Successional Stage: Mature

This community type occurs on dry, rocky upper ridges with southerly aspects. Boulders and small outcrops occur within this community type. Soils are nutrient rich and include limestone, shale, and chert. Fire plays an important role in this community type, and charcoal occurs on woody debris as evidence of its occurrence. The stunted, 40-foot canopy is open and includes chinquapin oak combined with post oak. Eastern red cedar is also an important part of this natural community. Though cedar is not included in the scientific name of the community type (see name above), NatureServe chose to include mixed oak-cedar natural communities within this type. As such, these areas also tend to have an affinity for the Post-Oak - Eastern Red Cedar / Winged Elm- (American Smoketree) Woodland (CEGL004583) found in the Cumberland Escarpment. This affinity portrays the diverse nature of barrens communities within less-studied parts of Tennessee.

Other trees indicate the dry, rich nature of the natural community and include northern hackberry, winged elm, southern sugar maple, chestnut oak, pignut hickory, northern red oak, redbud, hophornbeam, black locust, blue ash, and a hawthorn. Average tree diameters in this habitat are approximately nine inches, though trees are likely much older than expected due to dry conditions.

Condition is ranked as B for this community type, largely due to the good quality of species composition and diversity. The shrub layer is sparse, with black huckleberry, rusty black haw, Cumberland mock orange, sparkleberry, and bushy St. Johnswort. Crossvine occurs here as well. Grasses such as little bluestem, Bosc's panic-grass, and poverty oat-grass are mixed with a variety of clonal sedges (no seed so unidentifiable at this time). Herbs include Short's aster, late purple aster, hog peanut, Allegheny spurge, tuberous stoneweed, upland boneset, greater tickseed, purple false foxglove, and nodding onion.

**Montane Cliff (Calcareous Type, G3 – Globally Vulnerable)**

*Asplenium ruta-muraria* - *Pellaea atropurpurea* Sparse Vegetation (CEGL004476)

Condition Rank: B (Good) to A (Excellent)

Successional Stage: N/A

At least nine examples (one point feature, eight polygon features) of montane cliff occur on the tract. In addition to these larger cliffs, there are many

examples of rock outcrops. The cut-off point between outcrops and cliffs is typically 30 feet in height, with cliffs allowing light to penetrate and outcrops typically occurring under canopy cover.

Cliffs are typically sparse in terms of vegetation. Where vegetation exists, it occurs in fissures and thin soil mats on ledges. Species include eastern red cedar, broadleaf woodoats, aromatic aster, jumpseed, clearweed, whiteflower leafcup, and largestem alumroot.

Most of the cliffs are B-ranked natural communities, though in two cases, excellent examples occur. These areas are the largest cliffs and occur as terraced complexes mixed with mesophytic forest. In this area, the Right Fork Creek occurs within a 350 foot gorge, flanked on both sides by these A-ranked cliffs.

### **Northern Mixed Mesophytic Forest (G4 – Globally Secure)**

*Liriodendron tulipifera* - *Tilia americana* var. *heterophylla* - *Aesculus flava* - *Acer saccharum* / (*Magnolia tripetala*) Forest (CEGL005222)

Condition Rank: B (Good)

Successional Stage: Mature

This community type is on the western edge of its range, with a Cumberland-Appalachian Mountain affinity. On steep north-facing toe-slopes and within steep ravines or bottoms, this community type includes a diversity of tree species including tulip poplar, white ash, sugar maple, southern sugar maple, black cherry, northern hackberry, chinquapin oak, white oak, shagbark hickory, mockernut hickory, American beech, and the Threatened Butternut. The tall canopy, approaching 90 feet in places, averages 12 inches in diameter, with trees up to 28 inches in diameter. Understory trees include red mulberry, umbrella magnolia, pawpaw, ironwood, hophornbeam, blue ash, and slippery elm. Shrubs include bladdernut, wild hydrangea, strawberry bush, Eastern wahoo, spicebush, and sparse river cane.

Herbs and graminoids are exceptionally diverse: Allegheny spurge, wood nettle, Canada waterleaf, woodland stonecrop, walking fern, zig-zag goldenrod, sharp-lobed hepatica, doll's eyes, broadleaf sedge, southern bladder fern, perfoliate-leaved bellwort, wild ginger, licorice bedstraw, tall rattlesnake root, dwarf crested iris, southern shorthusk, zigzag spiderwort, maidenhair fern, white snakeroot, sweet cicely, whiteflower leafcup, and celadine-poppy. Many more spring ephemeral species likely occur in this community.

### **River Birch – Sycamore Small River Floodplain Forest (G5 – Globally Demonstrably Secure)**

*Betula nigra* - *Platanus occidentalis* / *Alnus serrulata* / *Boehmeria cylindrica* Forest

(CEGL007312)

Condition Rank: Successional (C- and D-ranked) to B (Good)

Successional Stage: Mature

This floodplain forest, along with the floodplain canebrake, would have dominated the entire alluvial area along Right Fork Creek. Much of this area is currently pasture, though successional areas are reverting to this natural community type, and small pockets of good quality habitat occurs. In these areas, invasive species such as kudzu, Japanese barberry, Chinese privet, Nepalese browntop, and multiflora rose occur. Kudzu only occurs in several small patches, but Nepalese browntop is often abundant and stifling herb species diversity.

Canopy trees include sycamore, river birch, slippery elm, black walnut, northern hackberry, eastern cottonwood, and box-elder. Shrubs and vines include spicebush, buckthorn bumelia, Carolina buckthorn, river cane, wild hydrangea, crossvine, smooth alder, and trumpet creeper.

Herbs include zigzag spiderwort, American bluebell, great blue lobelia, jumpseed, clearweed, white snakeroot, Carolina elephant's foot, broadleaf woodoats, Joe Pye weed, wingstem, naked-flower tick-trefoil, hog peanut, and dwarf crested iris. False nettle occurs throughout, especially in the dry creek bed areas of Right Fork Creek. Graminoids such as sedges occur throughout this natural community.

### **White Oak - Mixed Oak Dry-Mesic Alkaline Forest (G4 – Globally Secure)**

*Quercus alba* - *Quercus rubra* - *Quercus muehlenbergii* / *Cercis canadensis* Forest  
(CEGL002070)

Condition Rank: B (Good)

Successional Stage: Mature

Often occurring as a transition between mesophytic areas and the dry chinquapin oak-mixed oak forest, the dry-mesic alkaline forest contains a good selection of species from both those community types and is therefore quite broad in character onsite. In general, however, oaks dominate this forest type, with eastern red cedar and more mesophytic species playing a small to insignificant role in the canopy. These alkaline forests are often quite rocky, especially around cliff areas. Oak species include white, northern red, and chinquapin. Chinquapin oak is often the dominant tree, indicating the highly alkaline nature of the soils. By contrast, chinquapin oak is described as uncommon within this type and perhaps not present in some areas, indicating a spatial component. Pignut and mockernut hickories also occur here. Other trees include northern hackberry, hophornbeam, redbud, and southern sugar maple. Shrubs and vines

include spicebush, hop tree, slippery elm, blue ash, crossvine, Eastern wahoo, bladdernut, and strawberry bush.

Herbs and graminoids are diverse yet not as dense and rich as the mesophytic forests: Allegheny spurge, roundleaf ragwort, Short's aster, climbing milkvine, woodland stonecrop, yellow passion-flower, whiteflower leafcup, wild yam, Curtis' goldenrod, walking fern, Canada waterleaf, American alumroot, and sedges. At the base of one area was Eastern purple coneflower.

See Flora and Fauna Reports for a complete plant species list.

***Conservation Management Areas*** - Special management zones were established on the property and are subject to different restrictions under the conservation easement. Refer to the language within the conservation easement document for the specific restrictions and reserved rights within these zones. In general, Conservation Management Area "A" refers to the least restricted areas. Conservation Management Area "B" refers to buffer areas surrounding and including specific special features (such as streams, special habitat areas, rock outcrops, cliffs, or rare species locations), which are defined by a specific distance from the feature, and where uses are more restricted (for example, a 100' buffer on streams). Conservation Management Area "C" refers to additional special areas that are delineated based on groupings special features (such as those features mentioned above, as well as rare or high quality natural communities, critical watersheds, groupings of such features, and additional areas to buffer or provide connectivity between features), that will also benefit from enhanced protections under the easement. These areas are identified on the Conservation Management Areas Map and in GIS shapefiles on file with the Conservancy.

- Conservation Management Area "B" protects a 100 foot buffer along streams.
- Conservation Management Area "C" was delineated to capture and provide special protections for the rare natural communities on site (those ranked G1-G3; Globally Critically Imperiled thru Globally Vulnerable), as well as the higher quality natural community occurrences on site (those occurrences ranked A – Excellent and B- Good), while still allowing much of the property to be used for forestry.

## **OPEN SPACE**

- Working Forest - The easement restricts development of the property and conversion of its forests, while protecting operable stands of forests for timber harvest according to Trust approved Forest Management Plan.
- Agriculture - The property contains Prime Farmland Soils within the valley bottom and the easement allows agricultural uses within workable areas of the property, subject to Trust approval.

## GEOLOGY

According to the USGS Mineral Resources Program, the underlying geology of the property is Shale along the valley bottom, and Chert and Clay in the more upland areas.

## SOILS

According to the USDS-NRCS SSURGO database, the following soil types occur on the Property:

MU Symbol	MU Name	Farmland Class
BaF	Barfield-Gladdice-Rock outcrop complex, 20 to 70 percent slopes	Not prime farmland
ChE3	Christian loam, 20 to 40 percent slopes, severely eroded	Not prime farmland
CrC2	Christian loam, 5 to 12 percent slopes, eroded	Not prime farmland
CrD2	Christian loam, 12 to 20 percent slopes, eroded	Not prime farmland
CrE2	Christian loam, 20 to 40 percent slopes, eroded	Not prime farmland
DeF	Dellrose and Mimosa soils, 20 to 60 percent slopes	Not prime farmland
FhC	Faywood-Hawthorne complex, 5 to 12 percent slopes	Not prime farmland
HhC	Hawthorne gravelly silt loam, 5 to 20 percent slopes	Not prime farmland
HhF	Hawthorne gravelly silt loam, 20 to 70 percent slopes	Not prime farmland
Oc	Ocana gravelly silt loam, occasionally flooded	<b>All areas are prime farmland</b>

## LAND USE INFORMATION & ANTHROPOGENIC FEATURES

The valley bottom on the north side of Dry Mill Creek is maintained as pasture and was presumably used for crop agriculture in the past. There is a system of unpaved farm and forest roads providing access to portions of the property. There is an old, dilapidated barn structure within the valley bottom in the center of the property. The remainder of the property is forested, mostly in mature condition. The property is used for hunting as evidenced by hunting stands observed during the site visits.

## FLORA AND FAUNA REPORTS

### TN NATURAL HERITAGE DATABASE REPORT ON LISTED SPECIES

(within the Hilham USGS 7.5' Quad)

Type	Common Name	Scientific Name	Global Rank	State Rank	Fed. Status	State Status	Habitat
Vascular Plant	American Ginseng	<i>Panax quinquefolius</i>	G3G4	S3S4	--	S-CE	Rich Woods
Vascular Plant	Ramps	<i>Allium tricoccum</i>	G5	S1S2	--	S-CE	Rich Woods
Vertebrate Animal	Allegheny Woodrat	<i>Neotoma magister</i>	G3G4	S3	--	D	Outcrops, cliffs, talus slopes, crevices, sinkholes, caves & karst.
Vertebrate Animal	Four-toed Salamander	<i>Hemidactylium scutatum</i>	G5	S3	--	D	Woodland swamps, shallow depressions, & sphagnum mats on acidic soils; middle & east Tennessee.
Vertebrate Animal	Barcheek Darter	<i>Etheostoma obeyense</i>	G4	S3	--	Rare, Not State Listed	Small to medium sized, clear upland streams; Eastern Highland Rim; Cumberland River drainage.
Invertebrate Animal	A Cave Obligate Pseudoscorpion	<i>Kleptochthonius pluto</i>	G1	S1	--	Rare, Not State Listed	Terrestrial cave obligate; Eastern Highland Rim.
Vertebrate Animal	Rafinesque's Big-eared Bat	<i>Corynorhinus rafinesquii</i>	G3G4	S3	--	D	Caves, hollow trees, abandoned buildings; often associated with forested areas.
Invertebrate Animal	Cave Thorn	<i>Carychium stygium</i>	G3	S2	--	Rare, Not State Listed	Cave obligate; feeds on cricket guano; Highland Rim & escarpment of Cumberland Plateau.
Vertebrate Animal	Cerulean Warbler	<i>Dendroica cerulea</i>	G4	S3B	--	D	Mature deciduous forest, particularly in floodplains or mesic conditions.
Invertebrate Animal	A Cave Obligate Beetle	<i>Batriasymmodes quisnamus</i>	G3	S3	--	Rare, Not State Listed	Terrestrial cave obligate; middle Tennessee.
Invertebrate Animal	Striate Gloss	<i>Zonitoides lateumbilicatus</i>	G3G4	S2?	--	Rare, Not State Listed	A calciphile; found in leaf litter of shady karst woods, ravines; sometimes near springs or seeps; spotty distribution in Cumberlands.
Vascular Plant	Butternut	<i>Juglans cinerea</i>	G4	S3	--	T	Rich Woods And Hollows
Vascular Plant	Narrow-leaf Ramps	<i>Allium burdickii</i>	G4G5	S1S2	--	T-CE	Rich Woods
Invertebrate Animal	Southeastern Cave Pseudoscorpion	<i>Hesperochernes mirabilis</i>	G5	S3	--	Rare, Not State Listed	Terrestrial cave obligate; woodrat debris in caves; middle Tennessee.
Vertebrate Animal	Green Salamander	<i>Aneides aeneus</i>	G3G4	S3S4	--	Rare, Not State Listed	Damp crevices in shaded rock outcrops and ledges; beneath loose bark and cracks of trees and sometimes in/or under logs.
Vertebrate Animal	Gray Myotis	<i>Myotis grisescens</i>	G3	S2	LE	E	Cave obligate year-round; frequents forested areas; migratory.



## TN Natural Heritage Program GIS Database Records

(within 5 miles of the property)

TYPE	SCIENTIFIC NAME	COMMON NAME	GLOBAL RANK	ST RANK	FED PROTECTION	ST PROTECTION
Invertebrate Animal	<i>Carychium stygium</i>	Cave Thorn	G3	S2	--	Rare, Not State Listed
Invertebrate Animal	<i>Hesperochernes mirabilis</i>	Southeastern Cave Pseudoscorpion	G5	S3	--	Rare, Not State Listed
Invertebrate Animal	<i>Zonitoides lateumbilicatus</i>	Striate Gloss	G3G4	S2?	--	Rare, Not State Listed
Vascular Plant	<i>Allium burdickii</i>	Narrow-leaf Ramps	G4G5	S1S2	--	T-CE
Vascular Plant	<i>Juglans cinerea</i>	Butternut	G4	S3	--	T
Vascular Plant	<i>Panax quinquefolius</i>	American Ginseng	G3G4	S3S4	--	S-CE
Vertebrate Animal	<i>Aneides aeneus</i>	Green Salamander	G3G4	S3S4	--	Rare, Not State Listed
Vertebrate Animal	<i>Corynorhinus rafinesquii</i>	Rafinesque's Big-eared Bat	G3G4	S3	--	D
Vertebrate Animal	<i>Dendroica cerulea</i>	Cerulean Warbler	G4	S3B	--	D
Vertebrate Animal	<i>Etheostoma obeyense</i>	Barcheek Darter	G4	S3	--	Rare, Not State Listed
Vertebrate Animal	<i>Hemidactylium scutatum</i>	Four-toed Salamander	G5	S3	--	D
Vertebrate Animal	<i>Neotoma magister</i>	Allegheny Woodrat	G3G4	S3	--	D

### Plant species observed by Lloyd Raleigh during field visit to the DRY MILL CREEK, LLC Property

Common Name	Genus	Species	State Status (2012)
A grape	<i>Vitis</i>	<i>sp.</i>	
A hawthorn	<i>Crataegus</i>	<i>sp.</i>	
A Sedge	<i>Carex</i>	<i>sp.</i>	
Allegheny Blackberry	<i>Rubus</i>	<i>allegheniensis</i>	
Allegheny Spurge	<i>Pachysandra</i>	<i>procumbens</i>	
American Alumroot	<i>Heuchera</i>	<i>americana</i>	
American Beech	<i>Fagus</i>	<i>grandifolia</i>	
American Bellflower	<i>Campanula</i>	<i>americana</i>	
American Hog Peanut	<i>Amphicarpaea</i>	<i>bracteata</i>	
American Hornbeam, Blue Beech, Ironwood	<i>Carpinus</i>	<i>caroliniana</i>	
American or Wild Plum	<i>Prunus</i>	<i>americana</i>	
American Pokeweed	<i>Phytolacca</i>	<i>americana</i>	
American Witch-Hazel	<i>Hamamelis</i>	<i>virginiana</i>	
Appalachian Mock Orange	<i>Philadelphus</i>	<i>inodorus</i>	
Aromatic or Oblong-Leaved Aster	<i>Symphotrichum</i>	<i>oblongifolium</i>	
Asiatic Dayflower	<i>Commelina</i>	<i>communis</i>	
Autumn Olive	<i>Elaeagnus</i>	<i>umbellata</i>	
Beechdrops	<i>Epifagus</i>	<i>virginiana</i>	
Black Cherry	<i>Prunus</i>	<i>serotina</i>	
Black Gum	<i>Nyssa</i>	<i>sylvatica</i>	
Black Huckleberry	<i>Gaylussacia</i>	<i>baccata</i>	
Black Locust	<i>Robinia</i>	<i>pseudoacacia</i>	
Black or River Birch	<i>Betula</i>	<i>nigra</i>	
Black Snakeroot	<i>Sanicula</i>	<i>sp.</i>	
Black Walnut	<i>Juglans</i>	<i>nigra</i>	
Black-Eyed Susan	<i>Rudbeckia</i>	<i>hirta</i>	
Bladdernut, Possum Cods	<i>Staphylea</i>	<i>trifolia</i>	

Blue Ash	<i>Fraxinus</i>	<i>quadrangulata</i>	
Bosc's Panic-Grass	<i>Dichanthelium</i>	<i>boscii</i>	
Box-Elder	<i>Acer</i>	<i>negundo</i>	
Bristly Lady's-Thumb	<i>Persicaria</i>	<i>longiseta</i>	
Broadleaf Sedge	<i>Carex</i>	<i>platyphylla</i>	
Broadleaf Woodoats	<i>Chasmanthium</i>	<i>latifolium</i>	
Bushy St. Johnswort	<i>Hypericum</i>	<i>densiflorum</i>	
Butternut, White Walnut	<i>Juglans</i>	<i>cinerea</i>	Threatened
Canada Waterleaf	<i>Hydrophyllum</i>	<i>canadense</i>	
Canadian Clearweed	<i>Pilea</i>	<i>pumila</i>	
Canadian Wild-Ginger	<i>Asarum</i>	<i>canadense</i>	
Canadian Wood-Nettle	<i>Laportea</i>	<i>canadensis</i>	
Carolina Buckthorn	<i>Rhamnus</i>	<i>caroliniana</i>	
Carolina Elephant's Foot	<i>Elephantopus</i>	<i>carolinianus</i>	
Carolina or Soft Thistle	<i>Cirsium</i>	<i>carolinianum</i>	
Cat Greenbrier, Sawbrier	<i>Smilax</i>	<i>glauca</i>	
Celadine-Poppy	<i>Stylophorum</i>	<i>diphyllum</i>	
Chestnut or Mountain Oak	<i>Quercus</i>	<i>montana</i>	
Chinese or Sericea Lespedeza	<i>Lespedeza</i>	<i>cuneata</i>	
Chinese Privet	<i>Ligustrum</i>	<i>sinense</i>	
Chinese Yam	<i>Dioscorea</i>	<i>polystachya</i>	
Climbing Milkvine	<i>Matelea</i>	<i>obliqua</i>	
Common Christmas Fern	<i>Polystichum</i>	<i>acrostichoides</i>	
Common Dandelion	<i>Taraxacum</i>	<i>officinale</i>	
Common Milkweed	<i>Asclepias</i>	<i>syriaca</i>	
Common or Heartleaf Blue Wood-Aster	<i>Symphotrichum</i>	<i>cordifolium</i>	
Common Plantain	<i>Plantago</i>	<i>major</i>	
Common Round-Leaved Greenbrier	<i>Smilax</i>	<i>rotundifolia</i>	
Common Serviceberry	<i>Amelanchier</i>	<i>arborea</i>	
Common White Snakeroot	<i>Ageratina</i>	<i>altissima</i>	
Crossvine	<i>Bignonia</i>	<i>capreolata</i>	
Cucumber-Tree	<i>Magnolia</i>	<i>acuminata</i>	
Cumberland Mock Orange	<i>Philadelphus</i>	<i>hirsutus</i>	
Curly or Yellow Dock	<i>Rumex</i>	<i>crispus</i>	
Deer-Tongue Panic-Grass	<i>Dichanthelium</i>	<i>clandestinum</i>	
Dwarf Cinquefoil	<i>Potentilla</i>	<i>canadensis</i>	
Dwarf Crested Iris	<i>Iris</i>	<i>cristata</i>	
Eastern Cottonwood	<i>Populus</i>	<i>deltoides</i>	
Eastern or Canada Hemlock	<i>Tsuga</i>	<i>canadensis</i>	
Eastern Purple Coneflower	<i>Echinacea</i>	<i>purpurea</i>	
Eastern Red Cedar	<i>Juniperus</i>	<i>virginiana</i>	
Eastern Redbud	<i>Cercis</i>	<i>canadensis</i>	
Eastern Wahoo	<i>Euonymus</i>	<i>atropurpureus</i>	
Ebony Spleenwort	<i>Asplenium</i>	<i>platyneuron</i>	
False-Nettle	<i>Boehmeria</i>	<i>cylindrica</i>	
Farkleberry, Sparkleberry	<i>Vaccinium</i>	<i>arboreum</i>	
Flowering Dogwood	<i>Cornus</i>	<i>florida</i>	
Giant or River Cane	<i>Arundinaria</i>	<i>gigantea</i>	
Great Blue Lobelia	<i>Lobelia</i>	<i>siphilitica</i>	
Greater Tickseed	<i>Coreopsis</i>	<i>major</i>	
Green Ash	<i>Fraxinus</i>	<i>pennsylvanica</i>	
Hazel or Smooth Alder	<i>Alnus</i>	<i>serrulata</i>	
Honey Locust	<i>Gleditsia</i>	<i>triacanthos</i>	
Hophornbeam, Ironwood	<i>Ostrya</i>	<i>virginiana</i>	
Japanese Barberry	<i>Berberis</i>	<i>thunbergii</i>	
Japanese Honeysuckle	<i>Lonicera</i>	<i>japonica</i>	
Jumpseed	<i>Persicaria</i>	<i>virginiana</i>	
Largestem Alumroot	<i>Heuchera</i>	<i>villosa</i>	
Late Goldenrod	<i>Solidago</i>	<i>altissima</i>	
Late Purple Aster	<i>Symphotrichum</i>	<i>patens</i>	
Licorice Bedstraw	<i>Galium</i>	<i>circaezans</i>	

Little Bluestem	<i>Schizachyrium</i>	<i>scoparium</i>	
Longstyle Sweet Cicely	<i>Osmorhiza</i>	<i>longistylis</i>	
Lowland or Southern Bladder Fern	<i>Cystopteris</i>	<i>protrusa</i>	
Mockernut Hickory	<i>Carya</i>	<i>tomentosa</i>	
Mountain or Appalachian Goldenrod	<i>Solidago</i>	<i>curtisii</i>	
Multiflora Rose	<i>Rosa</i>	<i>multiflora</i>	
Naked-Flower Tick-Trefoil	<i>Desmodium</i>	<i>nudiflorum</i>	
Narrowleaf or English Plantain	<i>Plantago</i>	<i>lanceolata</i>	
Nepalese Browntop	<i>Microstegium</i>	<i>vimineum</i>	
Nodding Onion	<i>Allium</i>	<i>cernuum</i>	
Northern Hackberry	<i>Celtis</i>	<i>occidentalis</i>	
Northern Maidenhair	<i>Adiantum</i>	<i>pedatum</i>	
Northern Red Oak	<i>Quercus</i>	<i>rubra</i>	
Pale Touch-Me-Not	<i>Impatiens</i>	<i>pallida</i>	
Pawpaw	<i>Asimina</i>	<i>triloba</i>	
Perfoliate-Leaved Bellwort	<i>Uvularia</i>	<i>perfoliata</i>	
Pignut Hickory	<i>Carya</i>	<i>glabra</i>	
Pointedleaf Tick-Trefoil	<i>Desmodium</i>	<i>glutinatum</i>	
Poison Ivy	<i>Toxicodendron</i>	<i>radicans</i>	
Post Oak	<i>Quercus</i>	<i>stellata</i>	
Poverty Oat-Grass	<i>Danthonia</i>	<i>spicata</i>	
Prostrate Tick-Trefoil	<i>Desmodium</i>	<i>rotundifolium</i>	
Purple False Foxglove	<i>Agalinis</i>	<i>purpurea</i>	
Purple Passion-Flower, Maypops	<i>Passiflora</i>	<i>incarnata</i>	
Red Maple	<i>Acer</i>	<i>rubrum</i>	
Red Mulberry	<i>Morus</i>	<i>rubra</i>	
Roundleaf Ragwort	<i>Packera</i>	<i>obovata</i>	
Rusty Black Haw	<i>Viburnum</i>	<i>rufidulum</i>	
Sassafras	<i>Sassafras</i>	<i>albidum</i>	
Saw Greenbrier	<i>Smilax</i>	<i>bona-nox</i>	
Schreber's Aster	<i>Eurybia</i>	<i>schreberi</i>	Special Concern
Shagbark Hickory	<i>Carya</i>	<i>ovata</i>	
Sharp-Lobed Hepatica	<i>Anemone</i>	<i>acutiloba</i>	
Short's Aster	<i>Symphotrichum</i>	<i>shortii</i>	
Slender Goldenrod	<i>Solidago</i>	<i>erecta</i>	
Slippery or Red Elm	<i>Ulmus</i>	<i>rubra</i>	
Small's Ragwort	<i>Packera</i>	<i>anonyma</i>	
Smooth White Old-Field Aster	<i>Symphotrichum</i>	<i>racemosum</i>	
Southern Buckthorn, Buckthorn Bumelia	<i>Sideroxylon</i>	<i>lycioides</i>	
Southern Lady Fern	<i>Athyrium</i>	<i>filix-femina</i>	
Southern or Broad Beech Fern	<i>Phegopteris</i>	<i>hexagonoptera</i>	
Southern Shorthusk	<i>Brachyelytrum</i>	<i>erectum</i>	
Southern Sugar Maple	<i>Acer</i>	<i>saccharum</i>	
Spicebush	<i>Lindera</i>	<i>benzoin</i>	
Staghorn Sumac	<i>Rhus</i>	<i>typhina</i>	
Strawberry Bush	<i>Euonymus</i>	<i>americanus</i>	
Sugar Maple	<i>Acer</i>	<i>saccharum</i>	
Sweet Birch	<i>Betula</i>	<i>lenta</i>	
Sweetgum	<i>Liquidambar</i>	<i>styraciflua</i>	
Sycamore	<i>Platanus</i>	<i>occidentalis</i>	
Tall Hairy Agrimony	<i>Agrimonia</i>	<i>gryposepala</i>	
Tall Rattlesnake Root	<i>Prenanthes</i>	<i>altissima</i>	
Tree-of-Heaven	<i>Ailanthus</i>	<i>altissima</i>	
Trumpet Flower or Creeper	<i>Campsis</i>	<i>radicans</i>	
Trumpet or Joe Pye Weed	<i>Eutrochium</i>	<i>fistulosum</i>	
Tuberous Stoneseed	<i>Lithospermum</i>	<i>tuberosum</i>	
Tulip-Tree, Yellow Poplar	<i>Liriodendron</i>	<i>tulipifera</i>	
Umbrella Magnolia	<i>Magnolia</i>	<i>tripetala</i>	
Upland Boneset	<i>Eupatorium</i>	<i>sessilifolium</i>	

Virginia Creeper	<i>Parthenocissus</i>	<i>quinquefolia</i>	
Walking Fern	<i>Asplenium</i>	<i>rhizophyllum</i>	
White Baneberry, Doll's-Eyes	<i>Actaea</i>	<i>pachypoda</i>	
White Oak	<i>Quercus</i>	<i>alba</i>	
White or American Ash	<i>Fraxinus</i>	<i>americana</i>	
White Vervain	<i>Verbena</i>	<i>urticifolia</i>	
Whiteflower Leafcup	<i>Polymnia</i>	<i>canadensis</i>	
Wild Hydrangea	<i>Hydrangea</i>	<i>arborescens</i>	
Wild Quinine	<i>Parthenium</i>	<i>integrifolium</i>	
Wild Yam	<i>Dioscorea</i>	<i>villosa</i>	
Winged Burning Bush	<i>Euonymus</i>	<i>alatus</i>	
Winged Elm	<i>Ulmus</i>	<i>alata</i>	
Wingstem	<i>Verbesina</i>	<i>alternifolia</i>	
Woodland Stonecrop	<i>Sedum</i>	<i>ternatum</i>	
Yellow Chestnut or Chinkapin Oak	<i>Quercus</i>	<i>muehlenbergii</i>	
Yellow or Sweet Buckeye	<i>Aesculus</i>	<i>flava</i>	
Yellow Passion-Flower	<i>Passiflora</i>	<i>lutea</i>	
Zig-Zag or Broad-Leaved Goldenrod	<i>Solidago</i>	<i>flexicaulis</i>	
Zigzag Spiderwort	<i>Tradescantia</i>	<i>subaspera</i>	

**Wildlife species observed by Chris Wilson during field visit to the DRY MILL CREEK Property**

<b>Taxonomic Group</b>	<b>Common Name</b>	<b>Scientific Name</b>	<b>STATE STATUS</b>	<b>FED STATUS</b>	<b>S RANK</b>	<b>G RANK</b>
Bird	American Crow	<i>Corvus brachyrhynchos</i>			S5B,S5N	G5
Bird	American Goldfinch	<i>Spinus tristis</i>			S5B,S5N	G5
Bird	American Robin	<i>Turdus migratorius</i>			S5B,S5N	G5
Bird	Blue Jay	<i>Cyanocitta cristata</i>			S5B,S5N	G5
Bird	Carolina Chickadee	<i>Poecile carolinensis</i>			S5	G5
Bird	Carolina Wren	<i>Thryothorus ludovicianus</i>			S5	G5
Bird	Downy Woodpecker	<i>Picoides pubescens</i>			S5	G5
Bird	Golden-crowned Kinglet	<i>Regulus satrapa</i>	W2,W5		S3S4B,S5N	G5
Bird	Hairy Woodpecker	<i>Picoides villosus</i>			S4	G5
Bird	Mourning Dove	<i>Zenaida macroura</i>			S5B,S5N	G5
Bird	Northern Cardinal	<i>Cardinalis cardinalis</i>			S5	G5
Bird	Northern Flicker	<i>Colaptes auratus</i>			S5B,S5N	G5
Bird	Pileated Woodpecker	<i>Dryocopus pileatus</i>			S5	G5
Bird	Red-bellied Woodpecker	<i>Melanerpes carolinus</i>			S5	G5
Bird	Red-tailed Hawk	<i>Buteo jamaicensis</i>			S5B,S5N	G5
Bird	Song Sparrow	<i>Melospiza melodia</i>			S5B,S5N	G5
Bird	Tufted Titmouse	<i>Baeolophus bicolor</i>			S5	G5
Bird	Turkey Vulture	<i>Cathartes aura</i>			S5B,S5N	G5
Bird	White-breasted Nuthatch	<i>Sitta carolinensis</i>			S5B,S5N	G5
Mammal	Coyote	<i>Canis latrans</i>			S4	G5
Mammal	Eastern Fox Squirrel	<i>Sciurus niger</i>	W2		S3	G5
Mammal	White-tailed Deer	<i>Odocoileus virginianus</i>			S5	G5

# ARCHAEOLOGICAL REPORT

## TN DIVISION OF ARCHAEOLOGY LETTER ON ARCHAEOLOGY DATABASE

- According to a November 9, 2016 email to Chris Wilson from Mark Norton, *State Programs Archaeologist*, there are no recorded archaeology sites within the DRY MILL CREEK, LLC conservation easement property.

11/11/2016

Conservation Ecology LLC Mail - RE: Archaeology Reports



Christopher Wilson <chris@conservationecologyllc.com>

---

### RE: Archaeology Reports

1 message

---

**Mark Norton** <Mark.Norton@tn.gov>  
To: Christopher Wilson <chris@conservationecologyllc.com>

Wed, Nov 9, 2016 at 10:36 AM

Mr. Wilson,

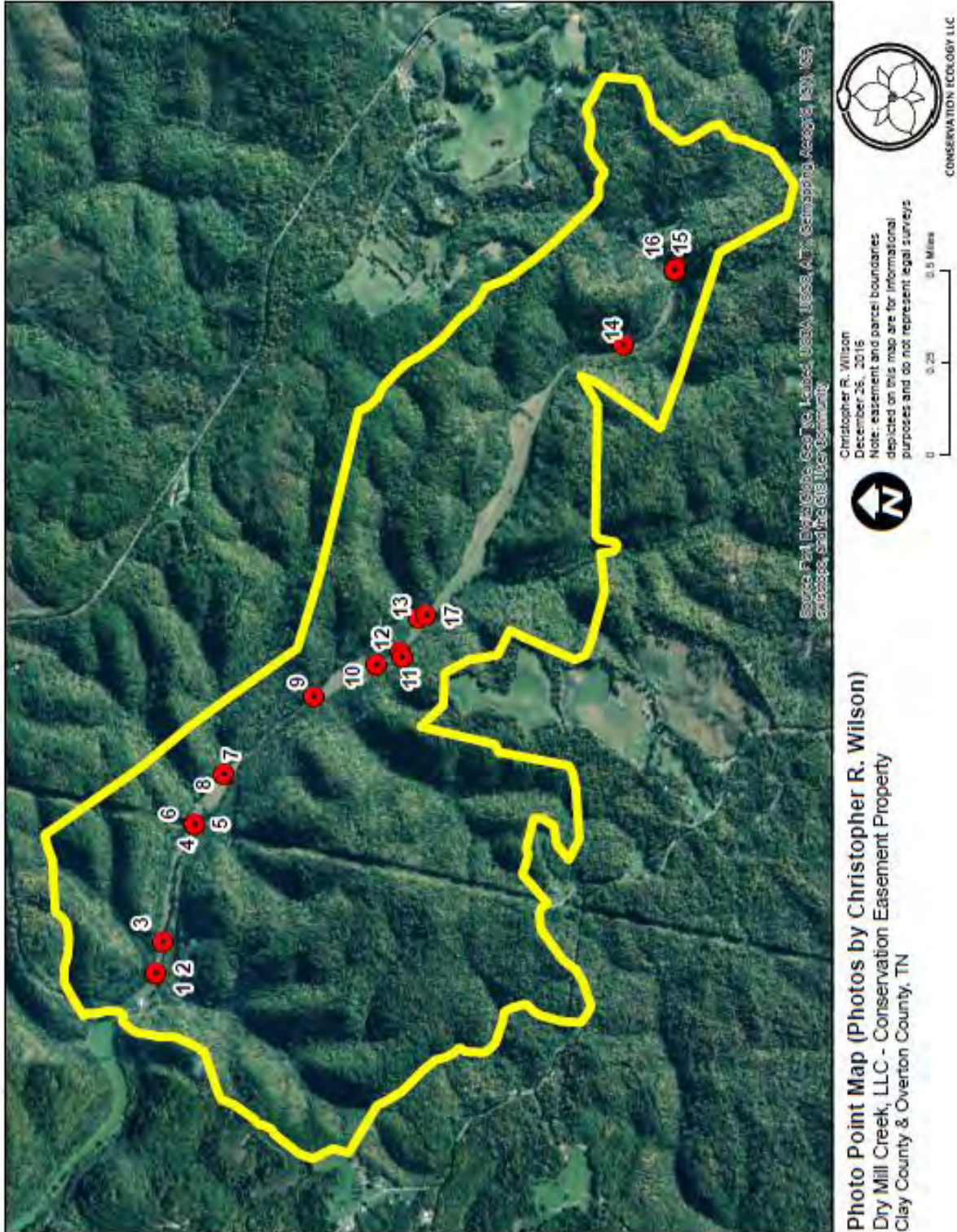
I checked the site files and did not find any historic or prehistoric sites within either the Roan Creek or Dry Mill Creek properties. Thank you, Mark



Mark Norton  
State Programs Archaeologist  
1216 Foster Avenue  
Cole Building #3  
Nashville, TN 37243  
[Mark.norton@tn.gov](mailto:Mark.norton@tn.gov)  
P 615-741-1588, ext. 113  
F 615-741-7329

**PHOTOGRAPHS OF CURRENT SITE CONDITIONS (Set 1 of 2)**  
**Christopher R. Wilson**

**PHOTO POINT MAP**



# **PHOTOGRAPHS**

DRY MILL CREEK, LLC Conservation Property

Taken by

Christopher R. Wilson





Photo 1 - Pasture and structures within out parcel



Photo 2 - Pasture and mixed forests

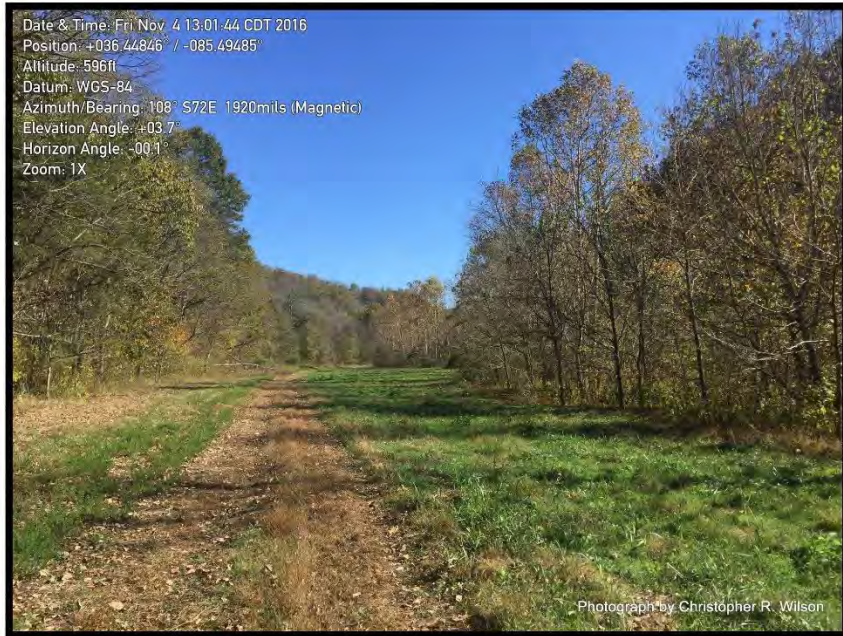


Photo 3 - Pasture



Photo 4 - Powerline ROW



Photo 5 - Pasture and mixed forest



Photo 6 - Powerline ROW



Photo 7 - Pasture

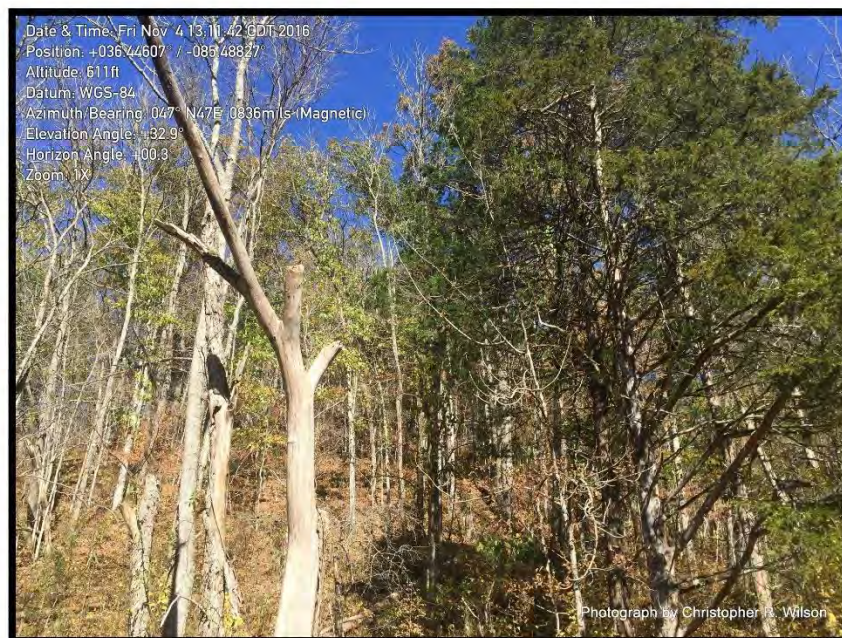


Photo 8 - Mixed forest



Photo 9 - Pasture



Photo 10 - Pasture and mixed forest



Photo 11 - Clearing with shrubs



Photo 12 - Dry creekbed



Photo 13 - Pasture



Photo 14 - Pasture and mixed forest



Photo 15 - Pasture and mixed forest



Photo 16 - Dry Creek





Photo 17 - Old barn



# **PHOTOGRAPHS**

DRY MILL CREEK, LLC Conservation Property

Taken by

Lloyd Raleigh



1 – Right Fork Creek (dry). Photograph by Lloyd Raleigh



2 – Old field succession. Photograph by Lloyd Raleigh



3 – Northern Mixed Mesophytic Forest. Photograph by Lloyd Raleigh



4 Dry-Mesic Alkaline Forest. Photograph by Lloyd Raleigh



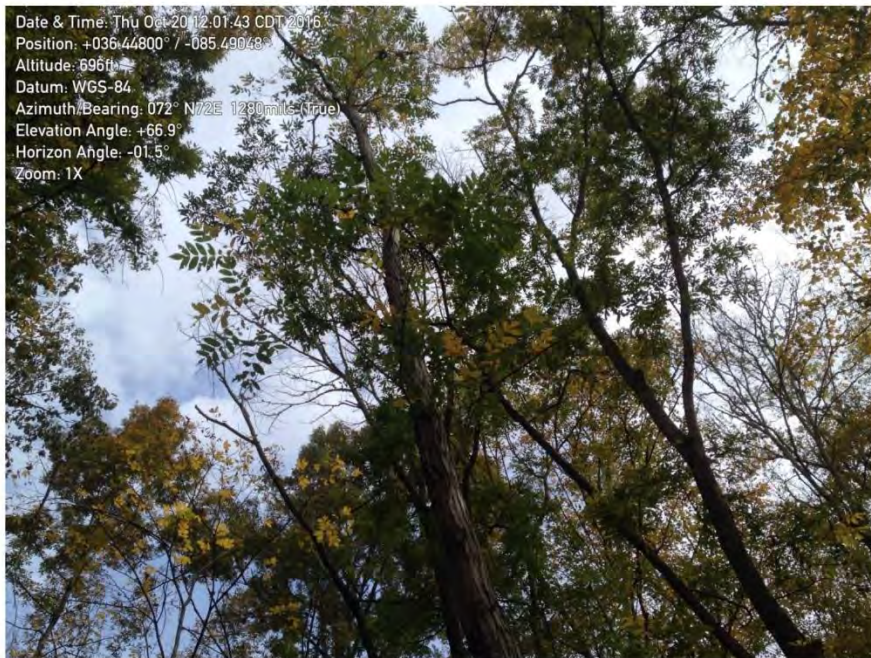
5 – Chinquapin Oak-Mixed Oak Forest. Photograph by Lloyd Raleigh



6 – Chestnut Oak-Shagbark Hickory-Sugar Maple Forest. Photograph by Lloyd Raleigh



7 – Dry creek Bed and forest. Photograph by Lloyd Raleigh



8 – Butternut (center). Photograph by Lloyd Raleigh



9 – Hunting blind with pasture and successional forest. Photograph by Lloyd Raleigh



10 – Pasture and background ridges. Photograph by Lloyd Raleigh





11 – Small canebrake area. Photograph by Lloyd Raleigh



12 – Outcrops with rich forest. Photograph by Lloyd Raleigh



13 – Outcrops along stream bed. Photograph by Lloyd Raleigh



14 – Kudzu infestation. Photograph by Lloyd Raleigh



15 – Abandoned barn, pasture, and forest. Photograph by Lloyd Raleigh



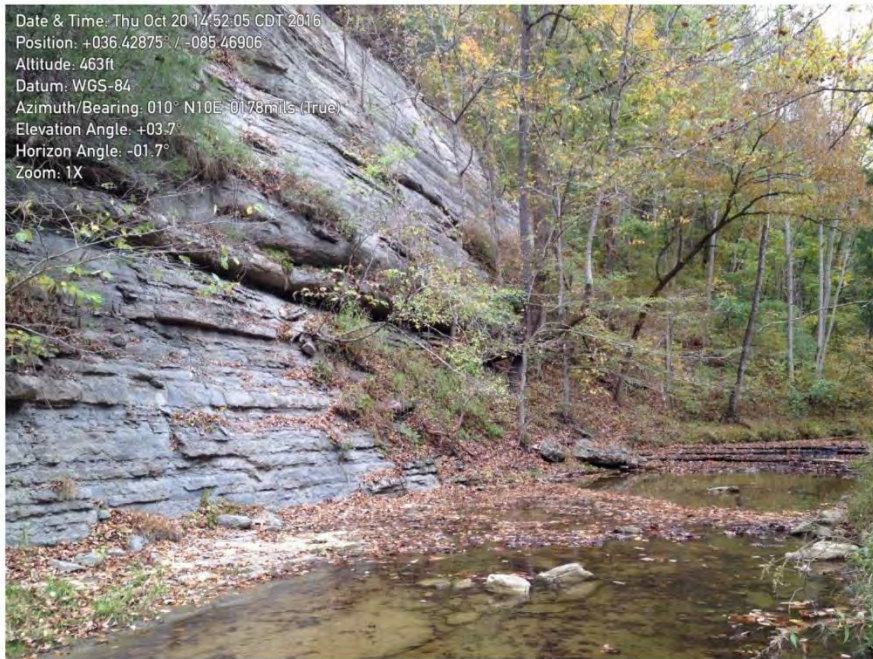
16 – Chinquakin Oak-Mixed Oak Forest. Photograph by Lloyd Raleigh



17 –Chestnut Oak-Shagbark Hickory-Sugar Maple Forest. Photograph by Lloyd Raleigh



18 – Limestone Cliff. Photograph by Lloyd Raleigh



19 – Limestone cliff and creek. Photograph by Lloyd Raleigh



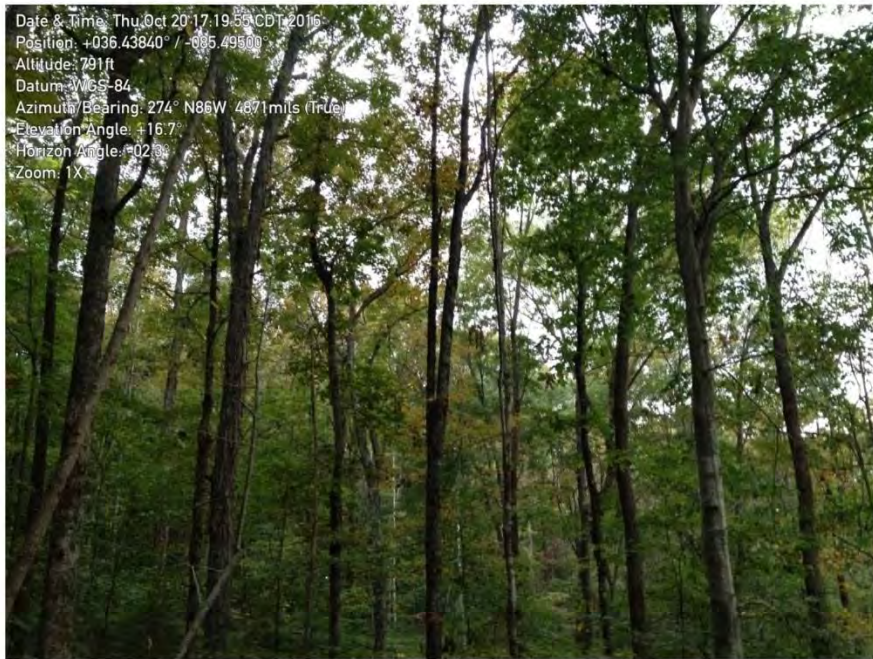
20 –Pasture and successional forest. Photograph by Lloyd Raleigh



21 – Limestone Cliff. Photograph by Lloyd Raleigh



22 –Stone wall. Photograph by Lloyd Raleigh

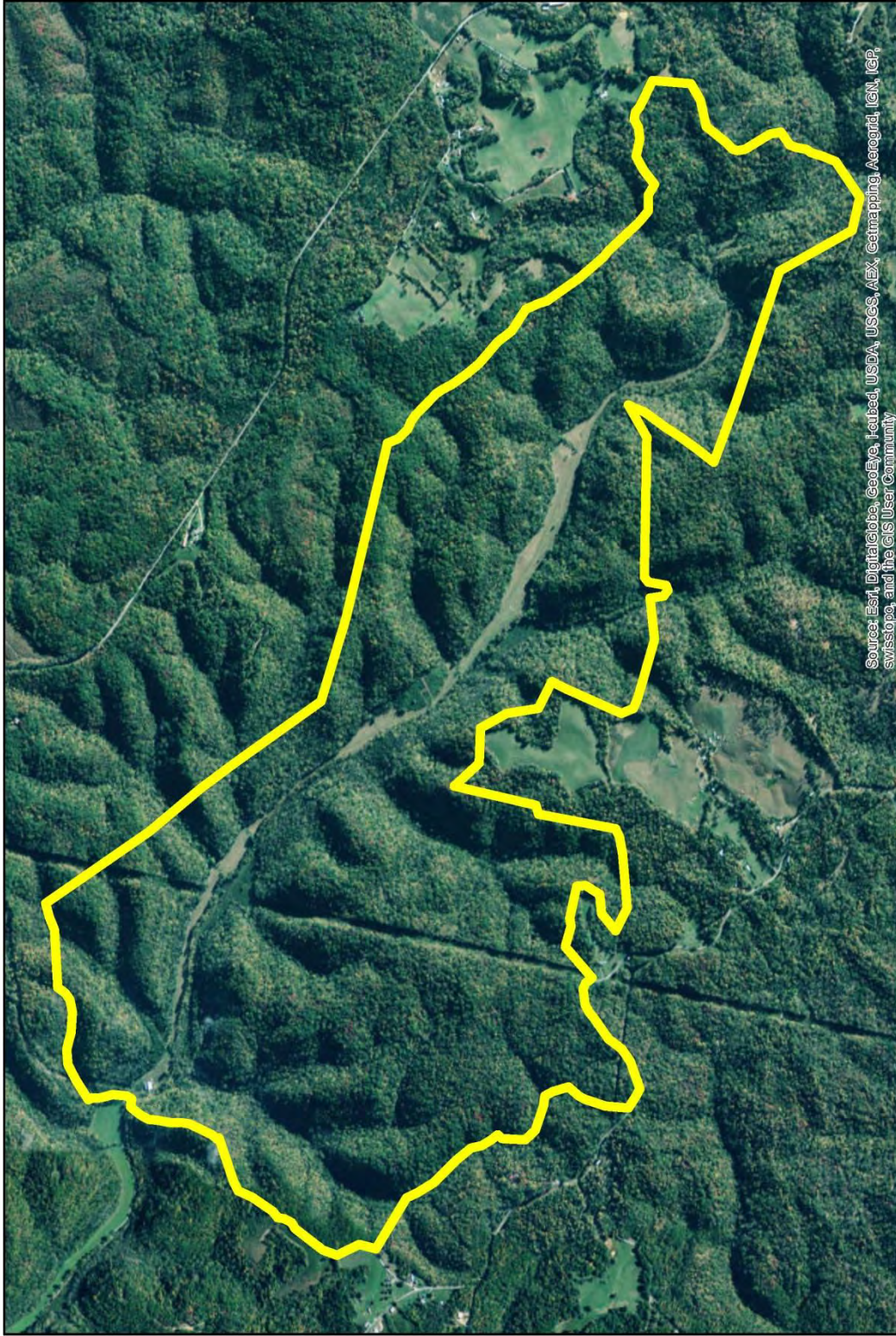


23 – Mature forest canopy. Photograph by Lloyd Raleigh

## MAPS

- Aerial Photograph with Boundaries
- State Map
- County Map
- USGS Quadrangle Map
- Wetlands, Streams, & Watersheds Map
- Soils Map with Descriptions & Prime Agricultural Soils
- Sub-surface Geology and Legend
- Land Use Map
- Survey Map
- House Site Drawing
- Conservation Management Areas Map
- Anthropogenic Features Map
- Protected Areas & Ecoregional Portfolio Areas Map
- TN State Wildlife Action Plan Map
- Climate Resilience Map
- Natural Community Type & Rare Species Map
- Natural Community Quality Map





Sources: Esri, DigitalGlobe, GeoEye, Earthstar, USDA, USGS, AeroGRID, IGN, IGP, swisstopo, and the GIS User Community

Christopher R. Wilson  
December 26, 2016

Note: easement and parcel boundaries  
depicted on this map are for informational  
purposes and do not represent legal surveys

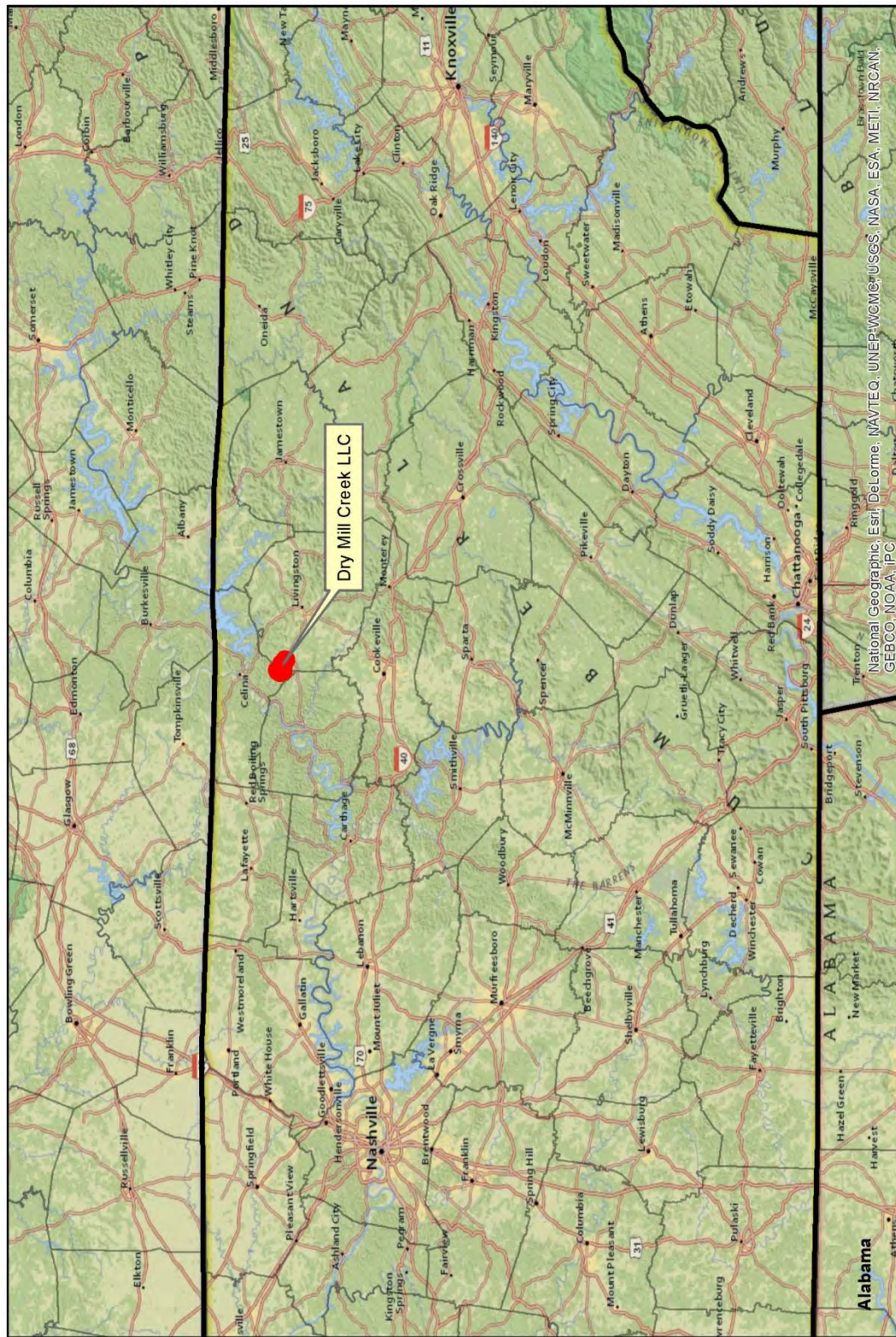


0 0.25 0.5 Miles



CONSERVATION ECOLOGY LLC

**Aerial Photograph With Boundaries**  
Dry Mill Creek, LLC - Conservation Easement Property  
Clay County & Overton County, TN



CONSERVATION ECOLOGY LLC

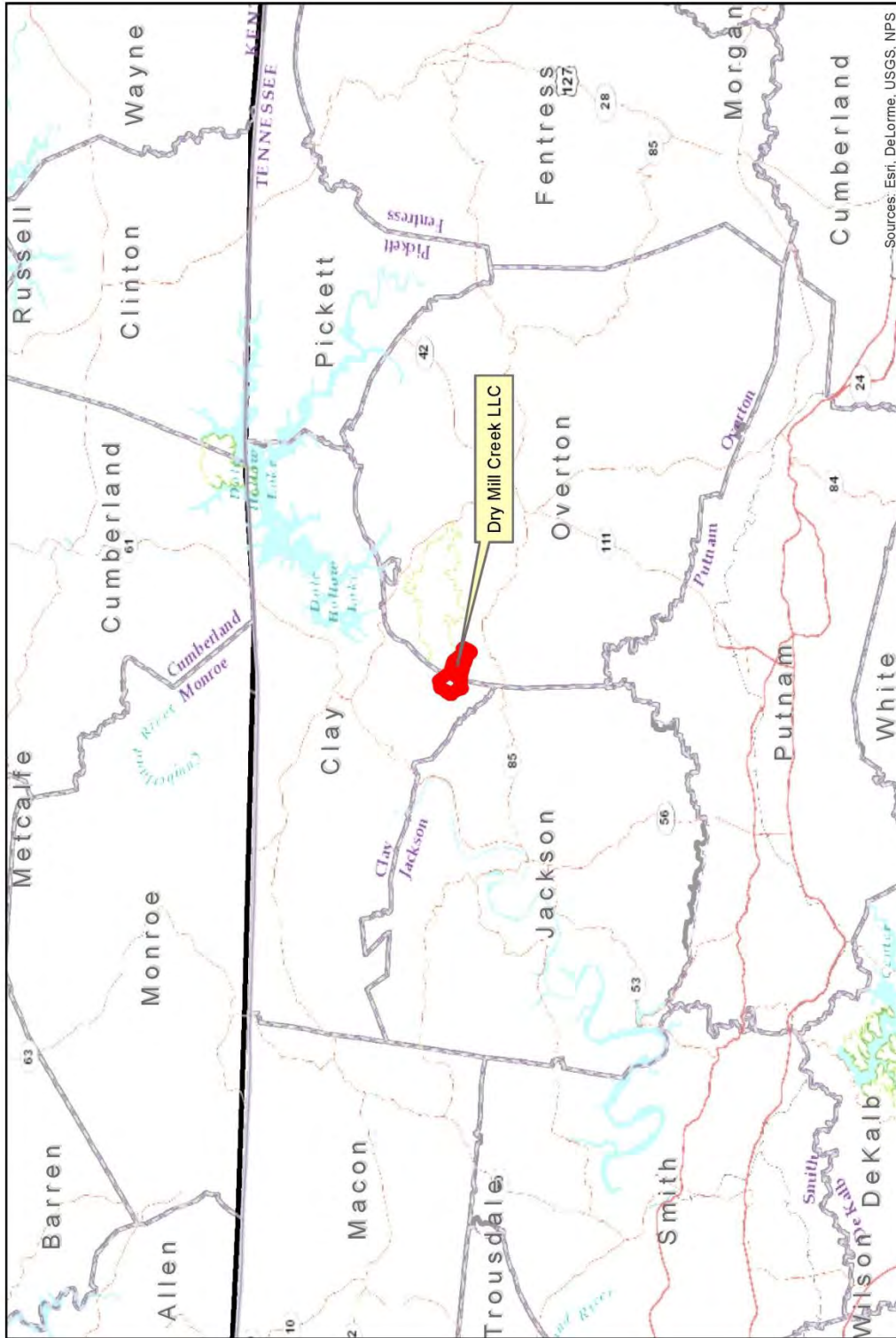
Christopher R. Wilson  
 December 26, 2016  
 Note: easement and parcel boundaries  
 depicted on this map are for informational  
 purposes and do not represent legal surveys



**State Map**  
 Dry Mill Creek, LLC - Conservation Easement Property  
 Clay County & Overton County, TN

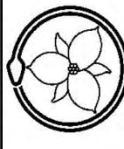
0 20 40 Miles

National Geographic, Esri, DeLorme, NAVTEQ, UNEP-WCMC, USGS, NASA, ESA, METI, NRCAN, GEBCO, NOAA, IPC



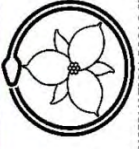
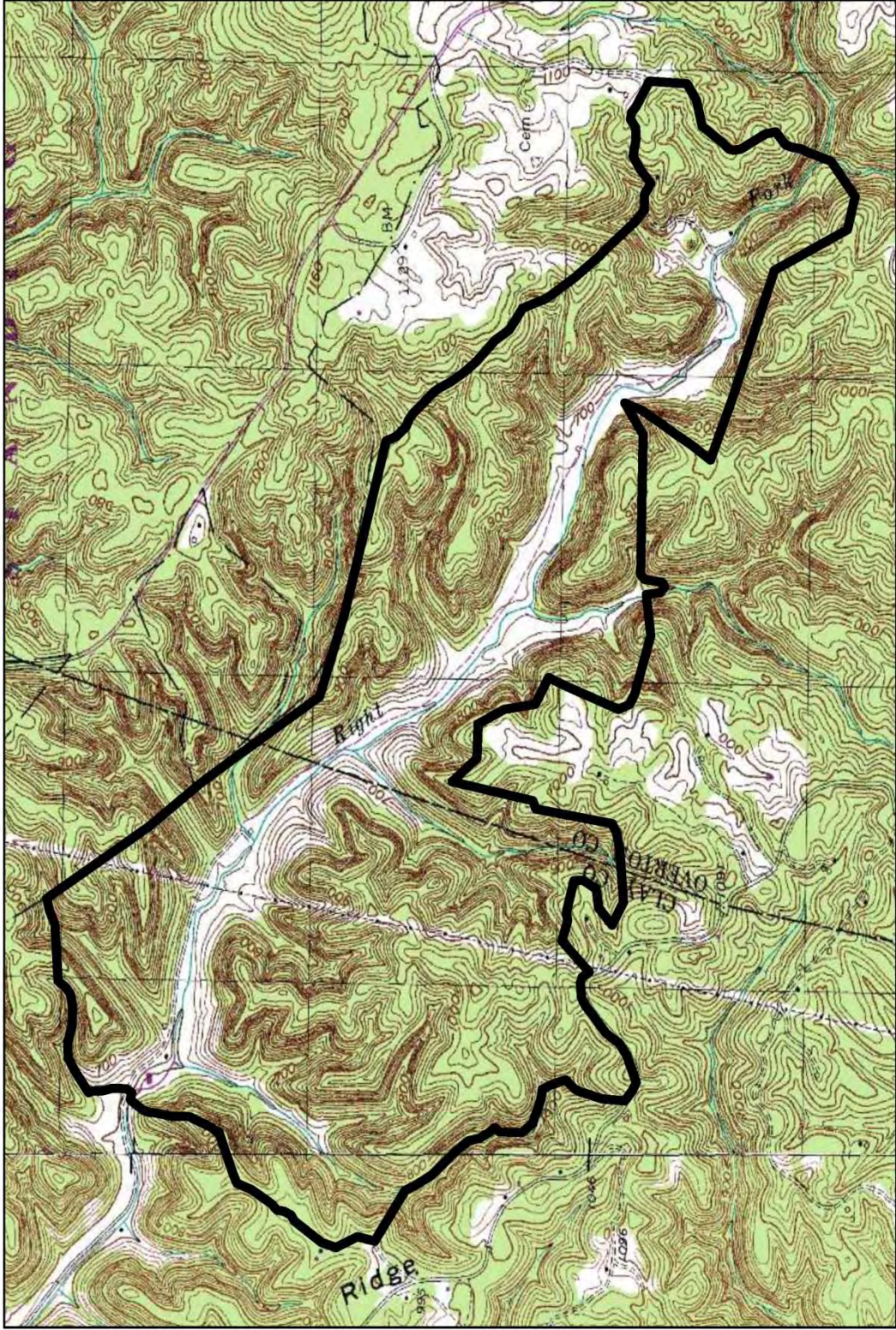
Sources: Esri, DeLorme, USGS, NPS

Christopher R. Wilson  
 December 26, 2016  
 Note: easement and parcel boundaries  
 depicted on this map are for informational  
 purposes and do not represent legal surveys



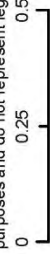
CONSERVATION ECOLOGY LLC

**County Map**  
 Dry Mill Creek, LLC - Conservation Easement Property  
 Clay County & Overton County, TN

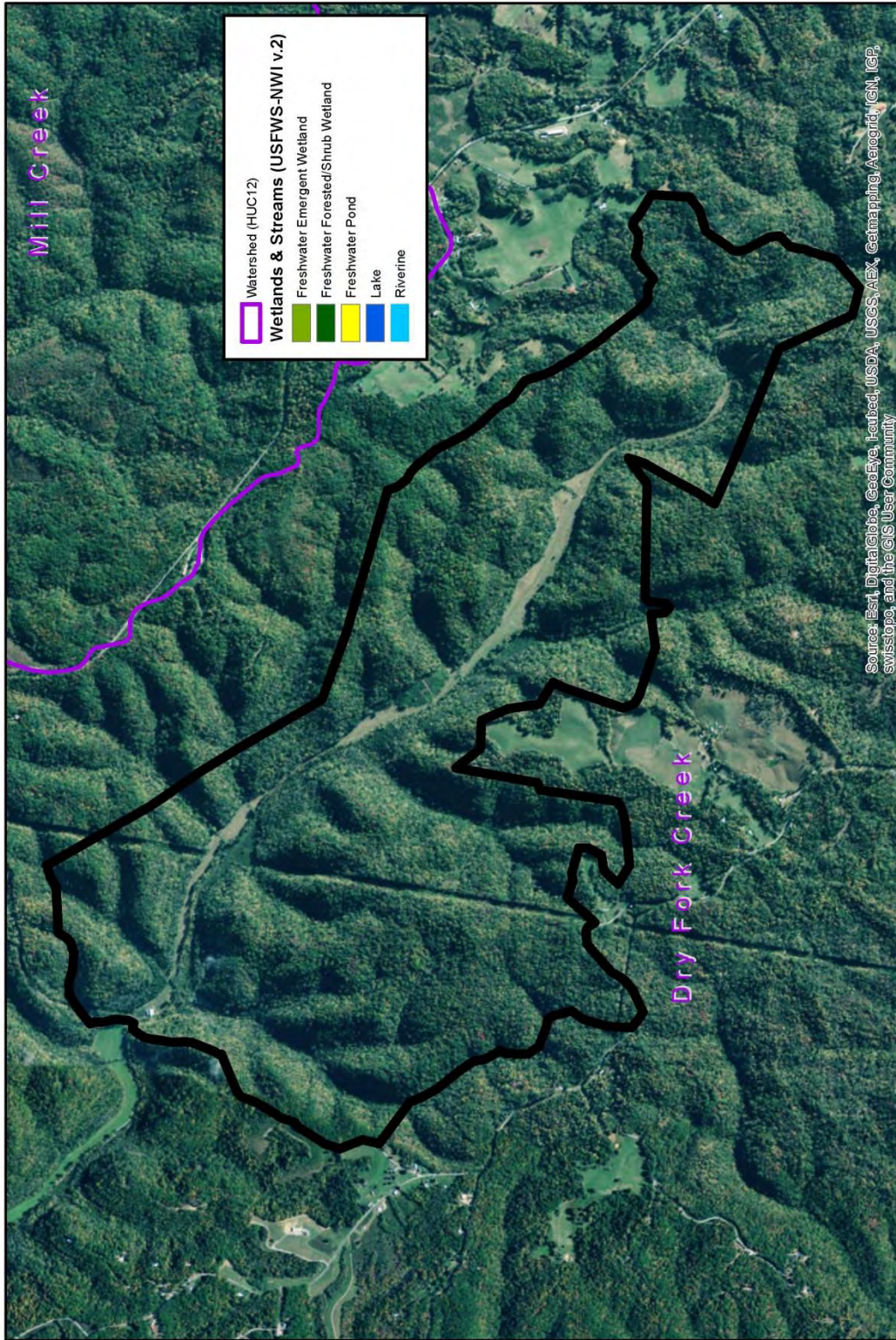


CONSERVATION ECOLOGY LLC

Christopher R. Wilson  
 December 26, 2016  
 Note: easement and parcel boundaries  
 depicted on this map are for informational  
 purposes and do not represent legal surveys



**USGS Quadrangle Map**  
 Dry Mill Creek, LLC - Conservation Easement Property  
 Clay County & Overton County, TN



**Wetlands, Streams, & Watersheds Map (USFWS-NWI v.2)**

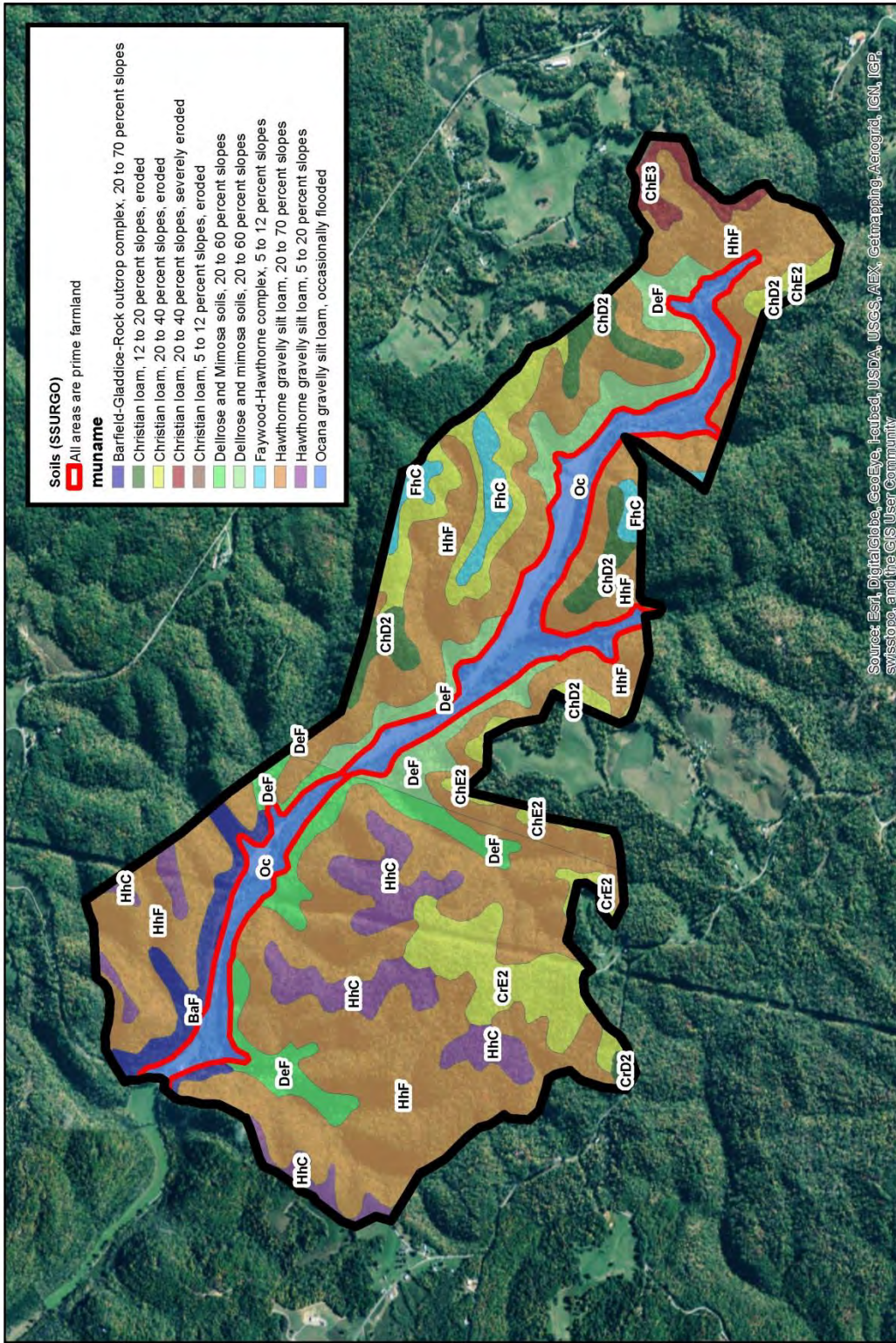
Dry Mill Creek, LLC - Conservation Easement Property  
Clay County & Overton County, TN

Christopher R. Wilson  
December 26, 2016

Note: Easement and parcel boundaries depicted on this map are for informational purposes and do not represent legal surveys



CONSERVATION ECOLOGY LLC



**Soils (SSURGO)**  
 All areas are prime farmland  
**muname**

- Barfield-Gladdice-Rock outcrop complex, 20 to 70 percent slopes
- Christian loam, 12 to 20 percent slopes, eroded
- Christian loam, 20 to 40 percent slopes, eroded
- Christian loam, 20 to 40 percent slopes, severely eroded
- Delrose and Mimosa soils, 20 to 60 percent slopes
- Delrose and mimosa soils, 20 to 60 percent slopes
- Faywood-Hawthorne complex, 5 to 12 percent slopes
- Hawthorne gravelly silt loam, 20 to 70 percent slopes
- Hawthorne gravelly silt loam, 5 to 20 percent slopes
- Ocana gravelly silt loam, occasionally flooded

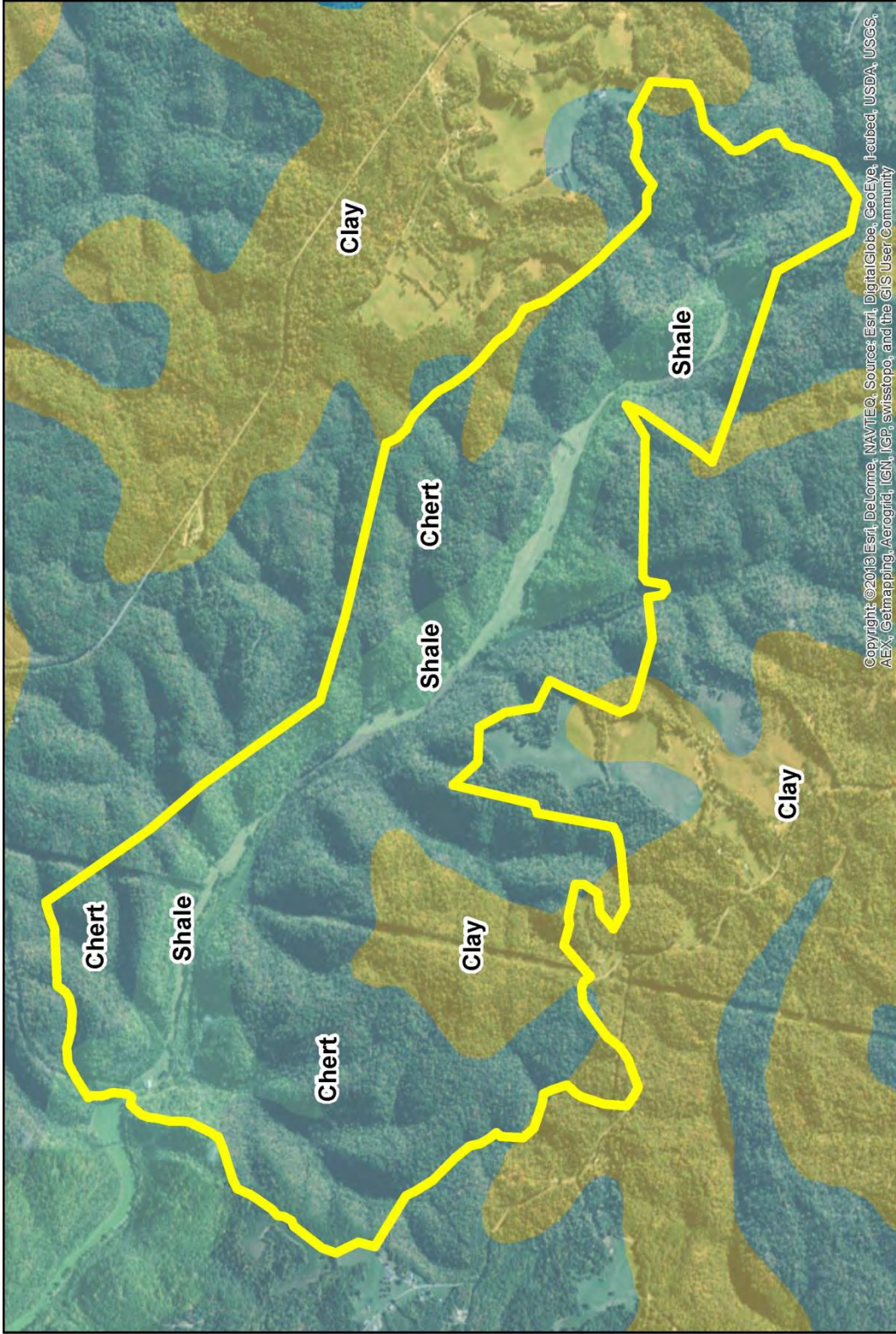
Source: Esri, DigitalGlobe, GeoEye, Earthstar, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



Christopher R. Wilson  
 December 26, 2016  
 Note: easement and parcel boundaries depicted on this map are for informational purposes and do not represent legal surveys



**Soils Map With Descriptions & Prime Agricultural Soils**  
 Dry Mill Creek, LLC - Conservation Easement Property  
 Clay County & Overton County, TN    USDS-NRCS - Soil Survey Geographic Database (SSURGO)



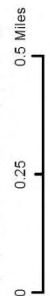
**Sub-surface Geology and Legend (USGS)**  
 Dry Mill Creek, LLC - Conservation Easement Property  
 Clay County & Overton County, TN

USGS Mineral Resources Program

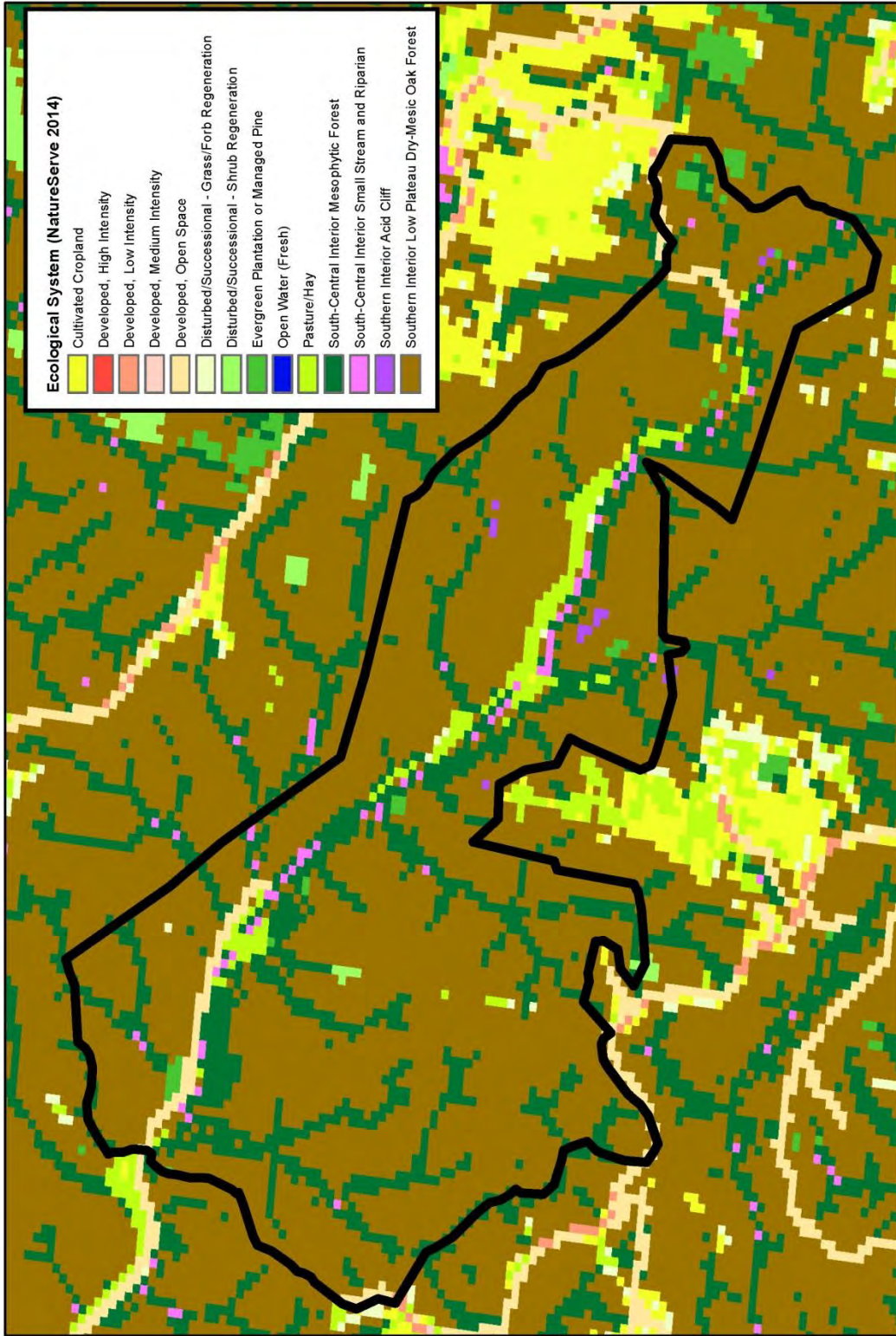


Christopher R. Wilson  
 December 26, 2016

Note: easement and parcel boundaries  
 depicted on this map are for informational  
 purposes and do not represent legal surveys



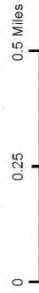
CONSERVATION ECOLOGY LLC



CONSERVATION ECOLOGY LLC

Christopher R. Wilson  
December 26, 2016

Note: easement and parcel boundaries depicted on this map are for informational purposes and do not represent legal surveys

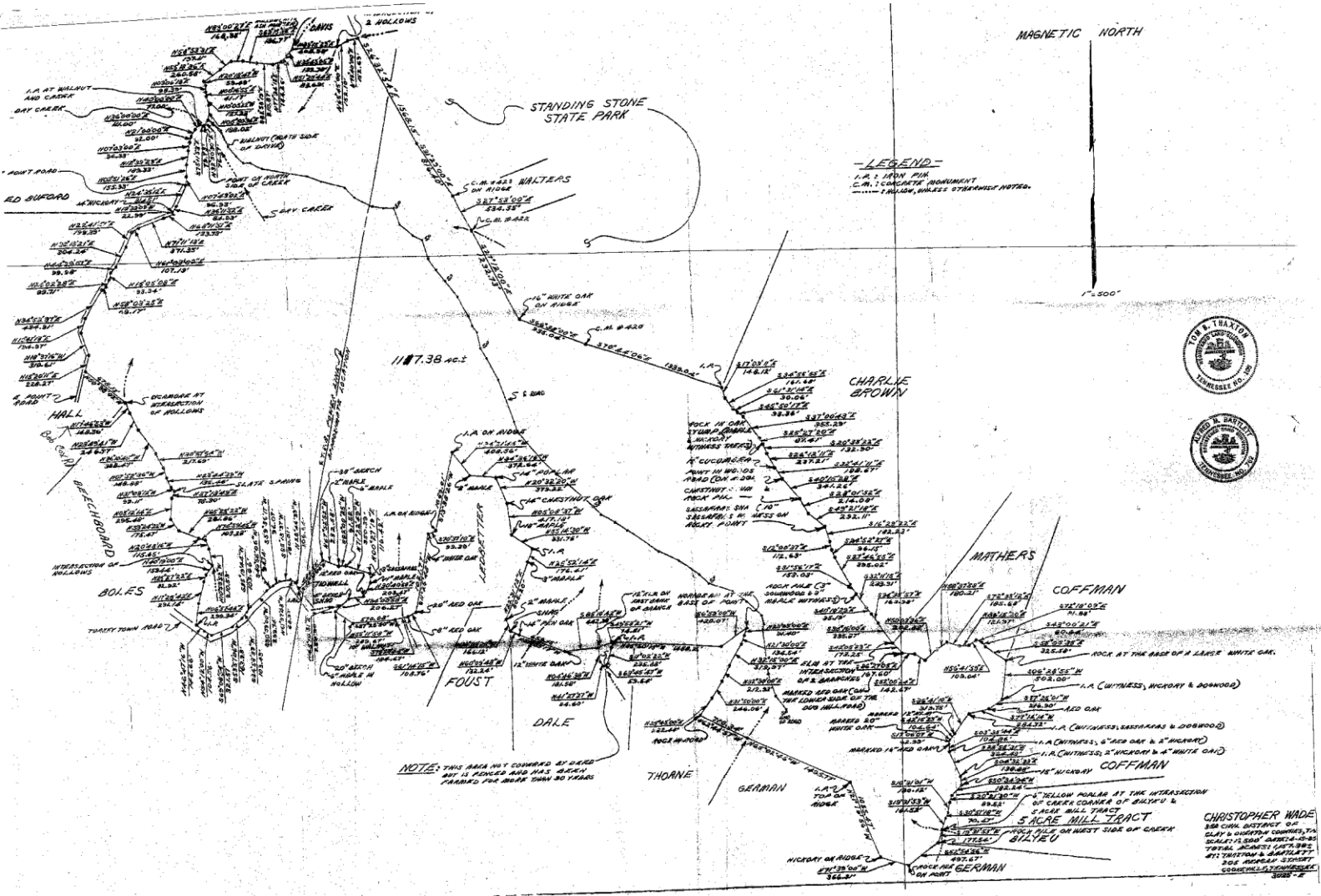


**Land Use Map (NatureServe 2014)**

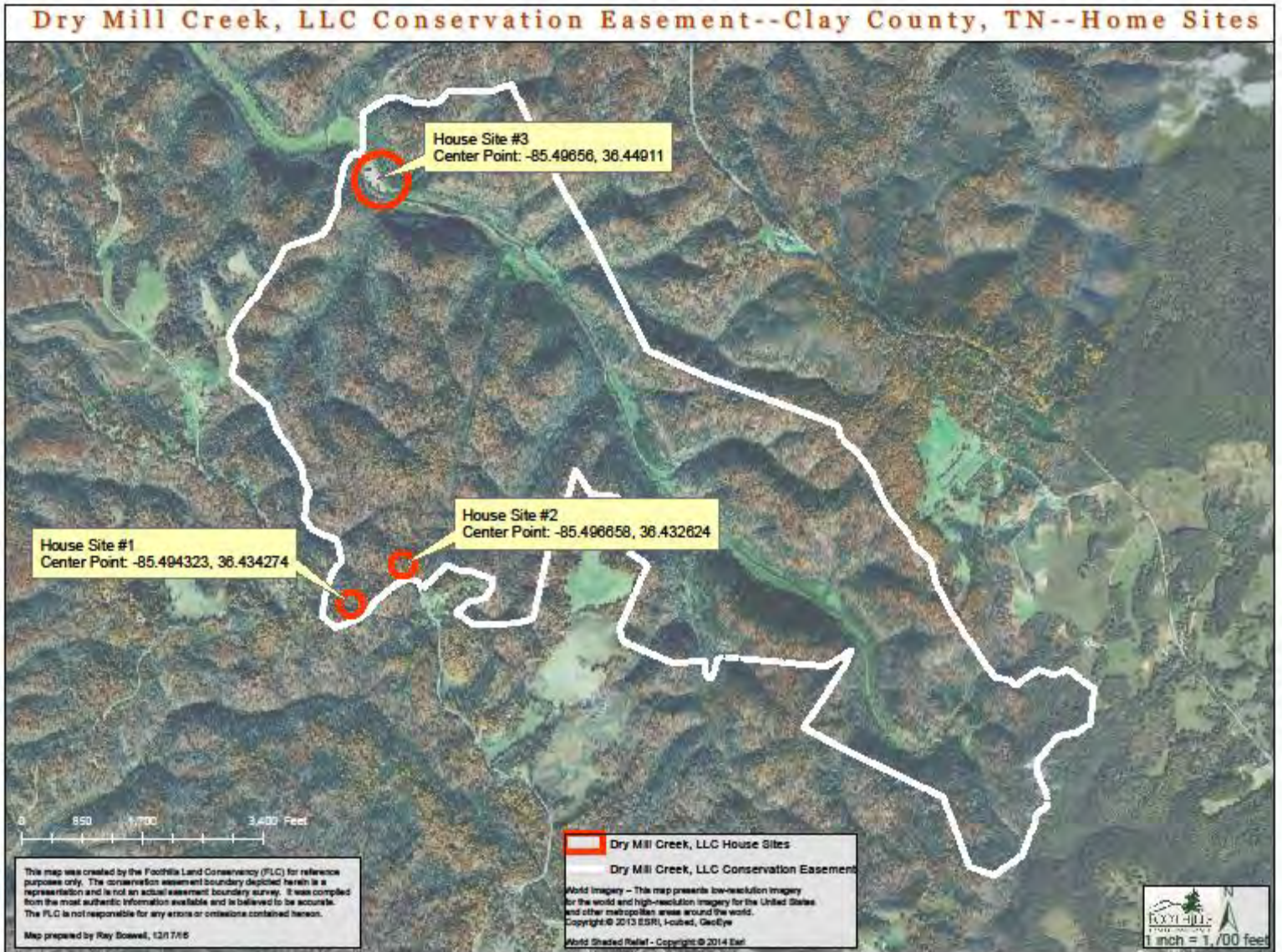
Dry Mill Creek, LLC - Conservation Easement Property  
Clay County & Overton County, TN Terrestrial Ecological Systems of the United States  
NatureServe (2014)



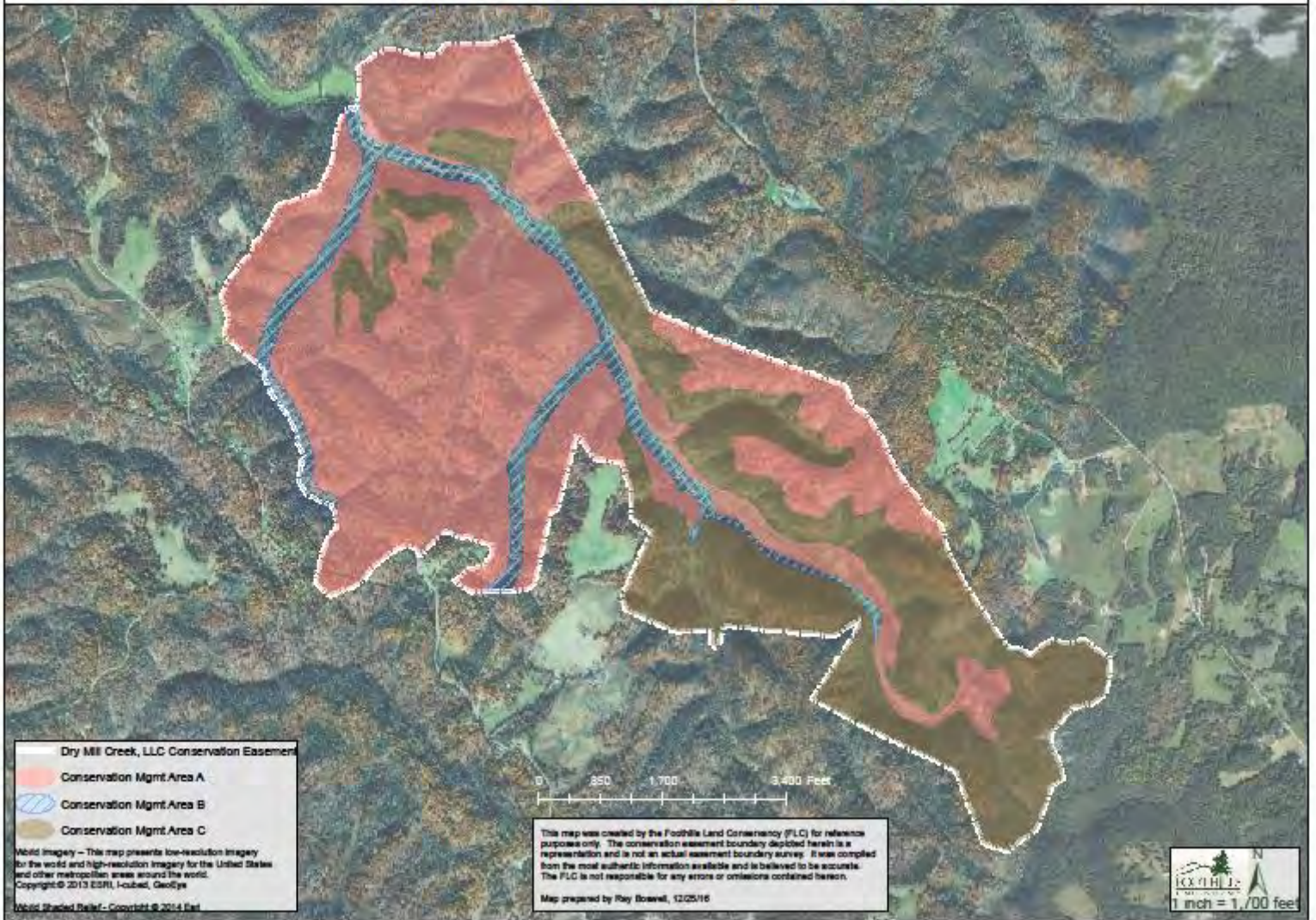
# SURVEY MAP

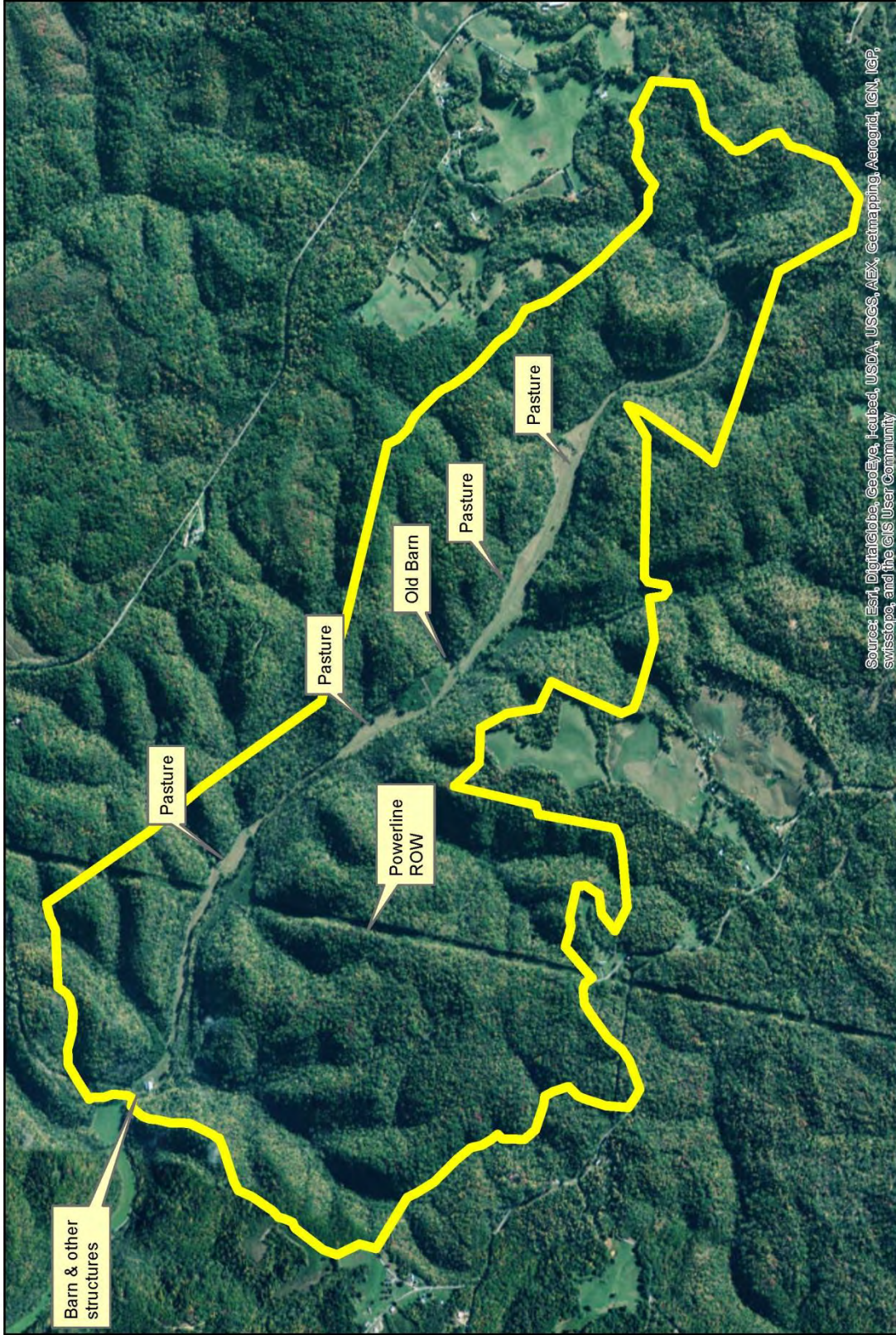


# HOUSE SITE DRAWING



# Dry Mill Creek, LLC Conservation Easement--Clay County, TN Conservation Management Areas

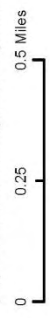




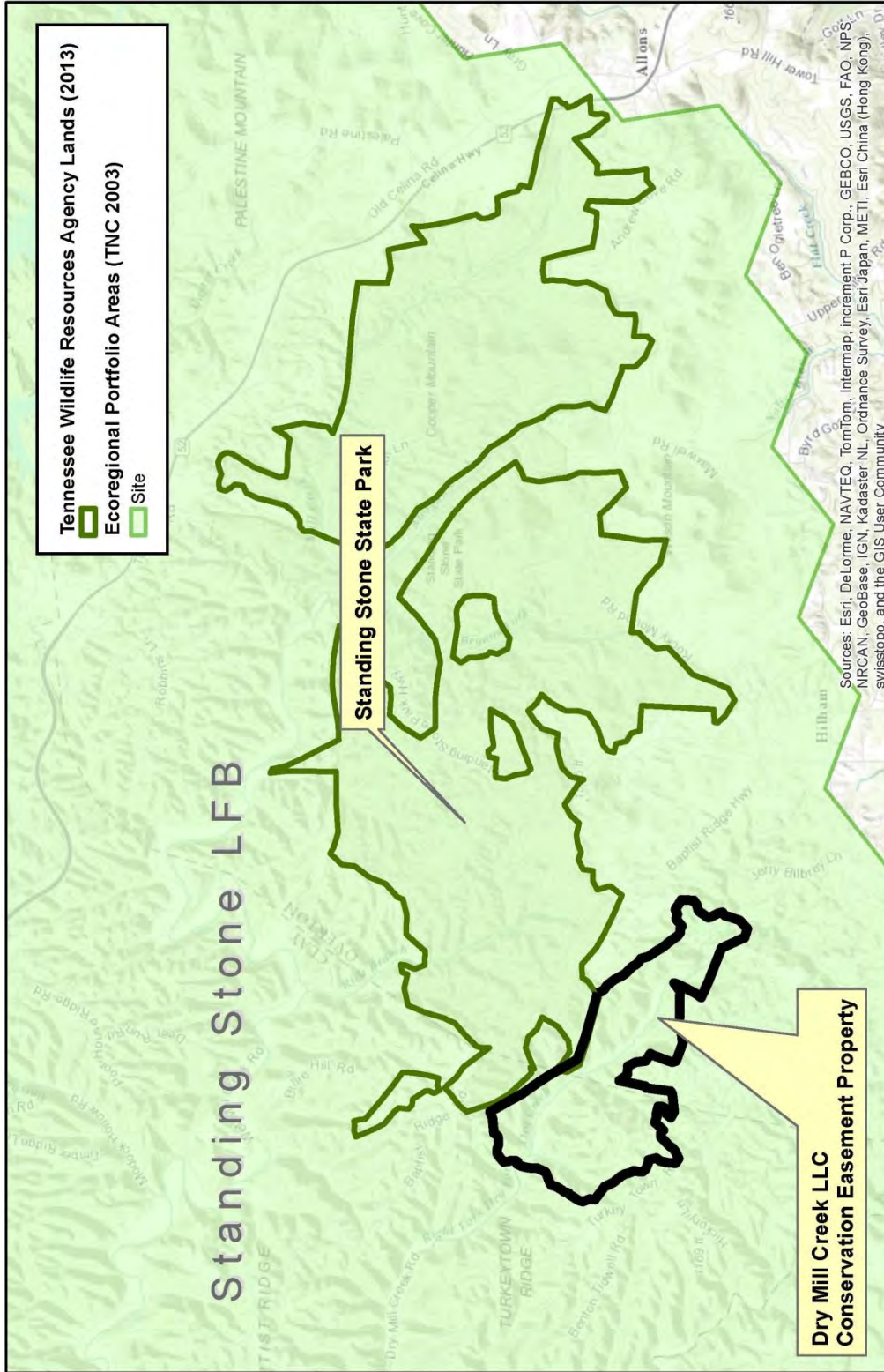
CONSERVATION ECOLOGY LLC

Christopher R. Wilson  
December 26, 2016

Note: easement and parcel boundaries depicted on this map are for informational purposes and do not represent legal surveys



**Antropic Features Map**  
 Dry Mill Creek, LLC - Conservation Easement Property  
 Clay County & Overton County, TN



**Tennessee Wildlife Resources Agency Lands (2013)**  
**Ecological Portfolio Areas (TNC 2003)**  
 Site

**Standing Stone State Park**

**Dry Mill Creek LLC  
 Conservation Easement Property**



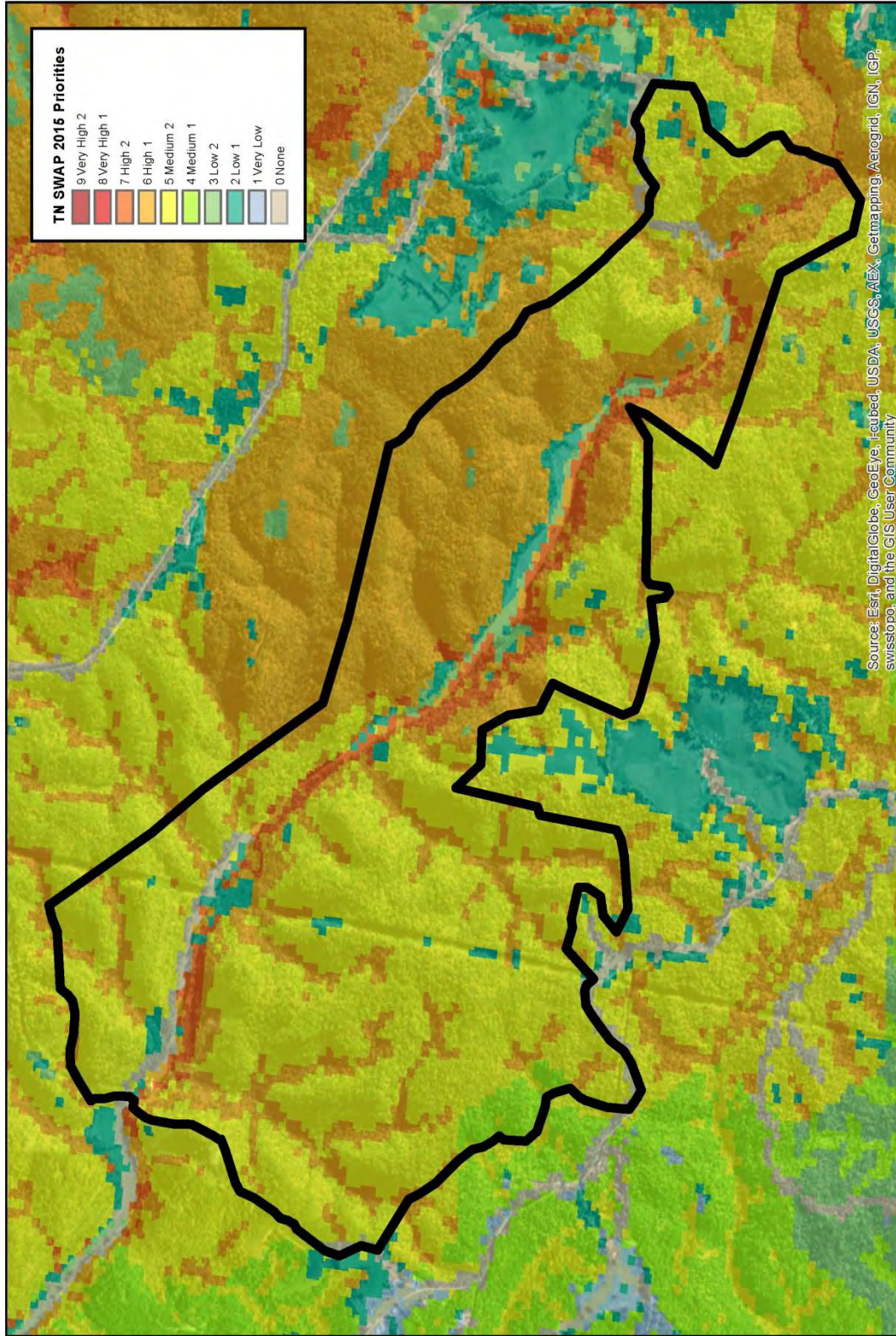
Christopher R. Wilson  
 December 26, 2016  
 Note: easement and parcel boundaries  
 depicted on this map are for informational  
 purposes and do not represent legal surveys



**Protected Areas &  
 Ecological Portfolio Areas Map (USGS-PAD; TNC 2003)**  
 Dry Mill Creek, LLC - Conservation Easement Property  
 Clay County & Overton County, TN  
 Source: The Nature Conservancy's 2003 Ecological Assessment  
 for the Upper East Gulf Coastal Plain; USGS-Protected Areas Database

Sources: Esri, DeLorme, NAVTEQ, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, and the GIS User Community

CONSERVATION ECOLOGY LLC



**TN SWAP 2016 Priorities**

9 Very High 2
8 Very High 1
7 High 2
6 High 1
5 Medium 2
4 Medium 1
3 Low 2
2 Low 1
1 Very Low
0 None



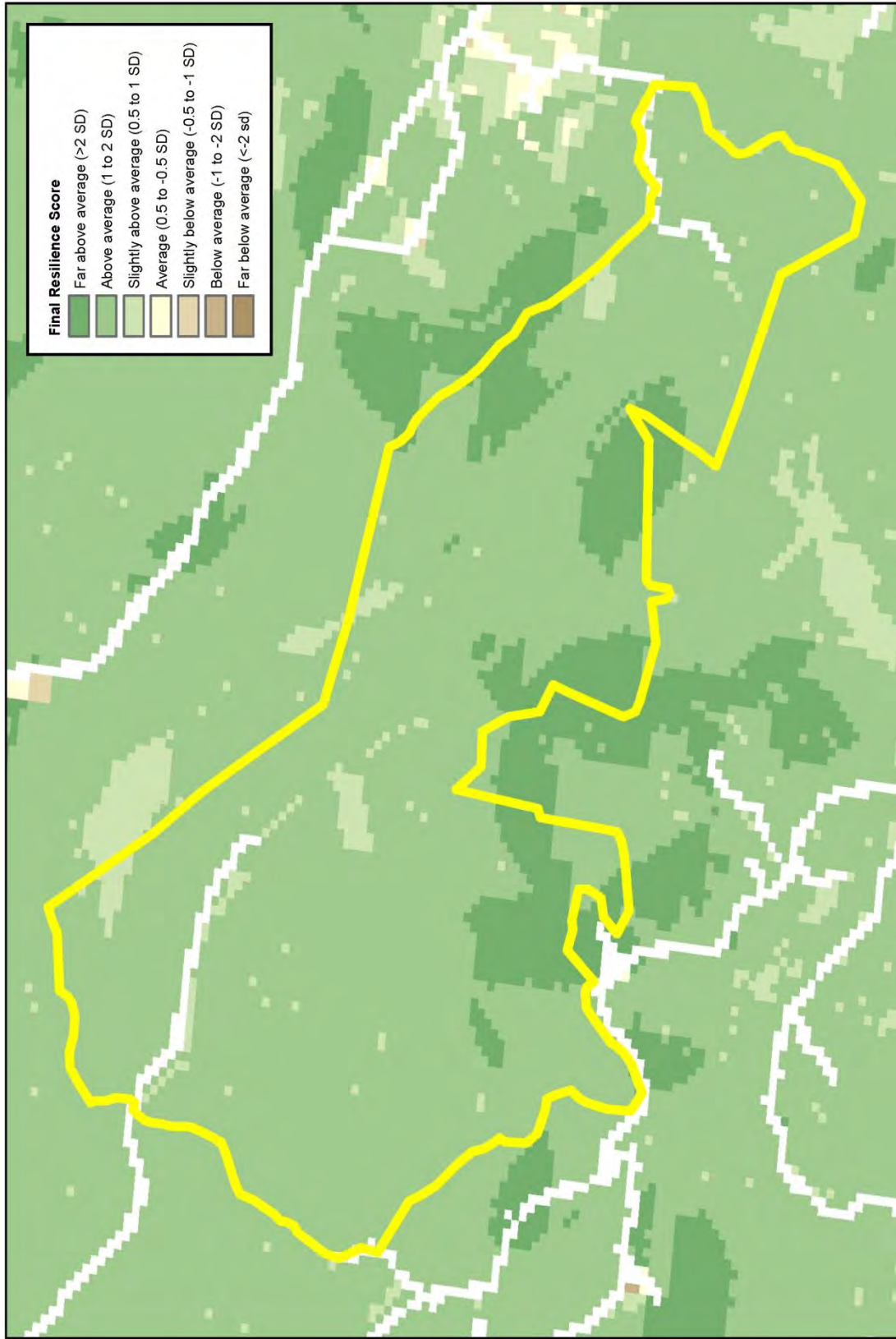
Christopher R. Wilson  
 December 26, 2016  
 Note: easement and parcel boundaries  
 depicted on this map are for informational  
 purposes and do not represent legal surveys



0 0.25 0.5 Miles

**TN State Wildlife Action Plan Map (2015)**  
 Dry Mill Creek, LLC - Conservation Easement Property  
 Clay County & Overton County, TN  
 TN SWAP 2015 Combined Conservation Priorities  
 for Terrestrial, Downstream Aquatic, and Nearby Karst Habitats

CONSERVATION ECOLOGY LLC



**Climate Resilience Map (TNC 2014)**

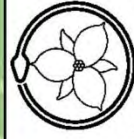
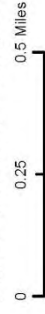
Dry Mill Creek, LLC - Conservation Easement Property

Clay County & Overton County, TN Anderson, M.G. et al. 2014. Resilient Sites for Terrestrial Conservation in the Southeast Region. The Nature Conservancy Eastern Conservation Science. 127 pp.

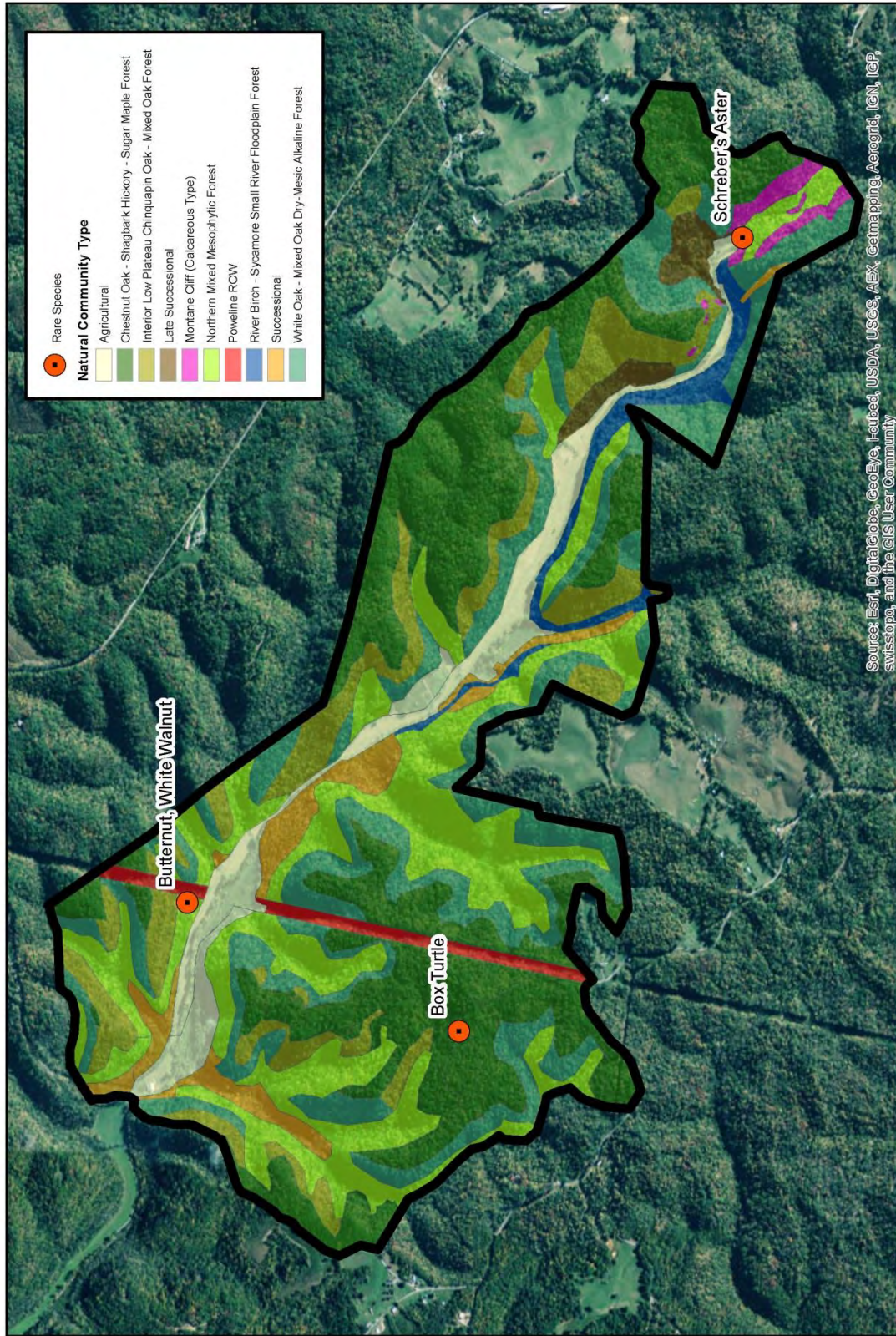


Christopher R. Wilson  
December 26, 2016

Note: easement and parcel boundaries depicted on this map are for informational purposes and do not represent legal surveys

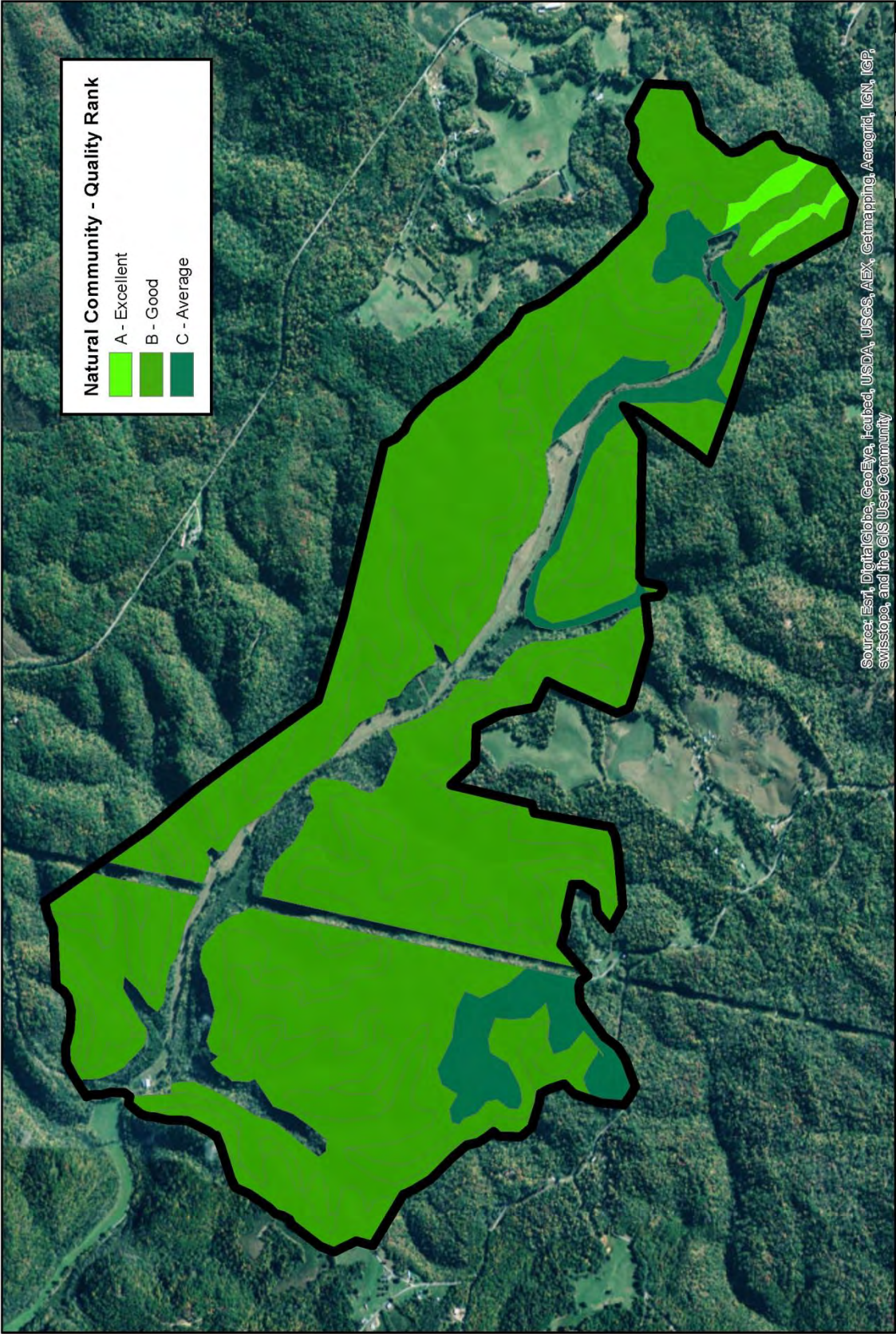


CONSERVATION ECOLOGY LLC



**Natural Community Type & Rare Species Map**  
 Dry Mill Creek, LLC - Conservation Easement Property  
 Clay County & Overton County, TN  
 Natural communities identified and mapped in the field  
 by Lloyd Rallegn - October 2016





**Natural Community - Quality Rank**

- A - Excellent
- B - Good
- C - Average

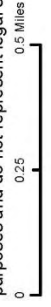
Source: Esri, DigitalGlobe, GeoEye, Earthstar, USDA, USGS, AeroGRID, IGN, IGP, Swisstopo, and the GIS User Community



CONSERVATION ECOLOGY LLC

Christopher R. Wilson  
December 26, 2016

Note: easement and parcel boundaries depicted on this map are for informational purposes and do not represent legal surveys



**Natural Community Quality Map**  
 Dry Mill Creek, LLC - Conservation Easement Property  
 Clay County & Overton County, TN  
 Natural communities identified and mapped in the field  
 by Lloyd Ralleggh - October 2016

## DIRECTIONS TO PROPERTY

Coordinates for entrance: 36.450463, -85.498205

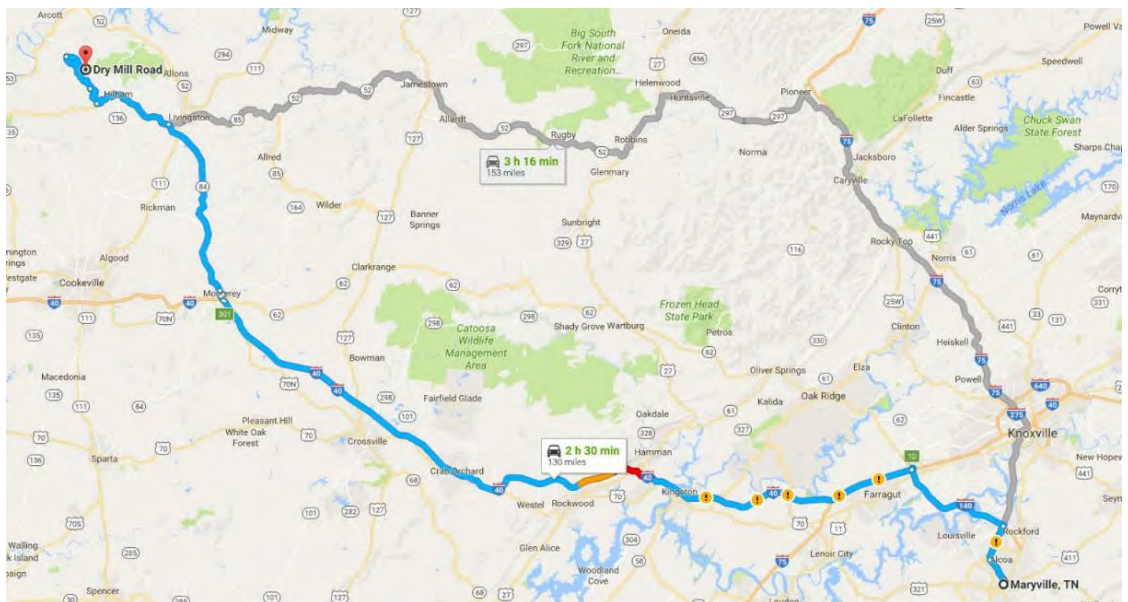
From Maryville, TN to Dry Mill Road, Hilham, TN 38568

2 h 30 min (130 miles)

via I-40 W

2 h 16 min without traffic

- Get on I-140 W in Alcoa from S Hall Rd and US-129 N, 11 min (6.5 mi)
- Take I-40 W to US-70N W in Monterey. Take exit 301 from I-40 W, 1 h 15 min (86.1 mi)
- Follow TN-84 N, TN-85 W and Turkey Town Rd to Dry Mill Rd in Clay County, 55 min (37.0 mi)



## REFERENCES

All references accessed September – November 2016

- Anderson, M.G., A. Barnett, M. Clark, C. Ferree, A. Olivero Sheldon, and J. Prince. 2014. Resilient Sites for Terrestrial Conservation in the Southeast Region. The Nature Conservancy, Eastern Conservation Science. 127 pp.  
<https://www.conservationgateway.org/ConservationByGeography/NorthAmerica/UnitedStates/edc/reportsdata/terrestrial/resilience/se/Pages/default.aspx>
- Ecoregional Assessments - The Nature Conservancy.  
<https://www.conservationgateway.org/ConservationPlanning/SettingPriorities/EcoregionalReports/Pages/EastData.aspx>
- FEMA - National Flood Hazard Layer (NFHL) Databse. <https://www.fema.gov/national-flood-hazard-layer-nfhl>
- NatureServe. 2006. International Ecological Classification Standard: Terrestrial Ecological Classifications. NatureServe Central Databases. Arlington, VA, U.S.A. Data current as of 18 July 2006. Descriptions of Ecological Systems for Modeling of LANDFIRE Biophysical Settings Ecological Systems of location US State TN ; Excluding Aggregates 18 July 2006. Descriptions provided to TNC and LANDFIRE by NatureServe.  
<http://www.natureserve.org/conservation-tools/terrestrial-ecological-systems-united-states>
- The Nature Conservancy's 2003 Ecoregional Assessment for the Upper East Gulf Coastal Plain.  
<https://www.conservationgateway.org/ConservationPlanning/SettingPriorities/EcoregionalReports/Documents/Upper%20East%20Gulf%20Coastal%20Plain%20Ecoregional%20Assessment.pdf>
- The Nature Conservancy's – The Interior Low Plateau Ecoregion: A Conservation Plan.  
[https://www.conservationgateway.org/ConservationByGeography/NorthAmerica/UnitedStates/edc/Documents/ED\\_terrestrial\\_ERAs\\_SE\\_ILP.pdf](https://www.conservationgateway.org/ConservationByGeography/NorthAmerica/UnitedStates/edc/Documents/ED_terrestrial_ERAs_SE_ILP.pdf)
- TN Natural Heritage Program Database – TN Department of Environment & Conservation.  
<https://www.tn.gov/environment/article/na-natural-heritage-inventory-program>
- TN State Wildlife Action Plan- TN Wildlife Resources Agency. <http://www.tnswap.com/>
- USGS Mineral Resources Program. <http://minerals.usgs.gov/>
- USDS-NRCS SSURGO. Soil Survey Staff, Natural Resources Conservation Service, United States Department of Agriculture. Web Soil Survey. Available online at <http://websoilsurvey.nrcs.usda.gov/>.
- USGS-Protected Areas Database. <http://gapanalysis.usgs.gov/padus/>

## PREPARER QUALIFICATIONS AND CONTRIBUTIONS

### **Christopher R. Wilson**

**Contribution:** Chris coordinated fieldwork and reporting and assembled the final BDR report according to a document template provided by the Trust. He inspected the property, assessed wildlife habitat and landscape-level conservation values, took photographs and produced a photo-graphic document, and gathered research as directed by the BDR template. Maps were created using a GIS shapefile of the property boundary provided by the Trust.

**Qualifications:** Chris is owner/ principal of the company Conservation Ecology LLC, based in Hendersonville, NC. He holds a BS&A in Wildlife Ecology and Conservation Biology from the Evergreen State College in Olympia, WA, and an MSc in Biology from Appalachian State University in Boone, NC. He is a conservation scientist and wildlife ecologist and has held science and stewardship positions with Sweet Water Trust, Santa Lucia Conservancy, and North American Land Trust. He is author of the book *Documenting and Protecting Biodiversity on Land Trust Projects* published by the Land Trust Alliance.

### **Meredith Clebsch**

**Contribution:** Meredith provided oversight of document development.

**Qualifications:** 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.

## **Lloyd Raleigh**

**Contribution:** Lloyd inspected the property, conducted a botanical and natural community inventory and authored the associated reporting, created photo-documentation, and contributed spatial data for natural community and photo-documentation mapping.

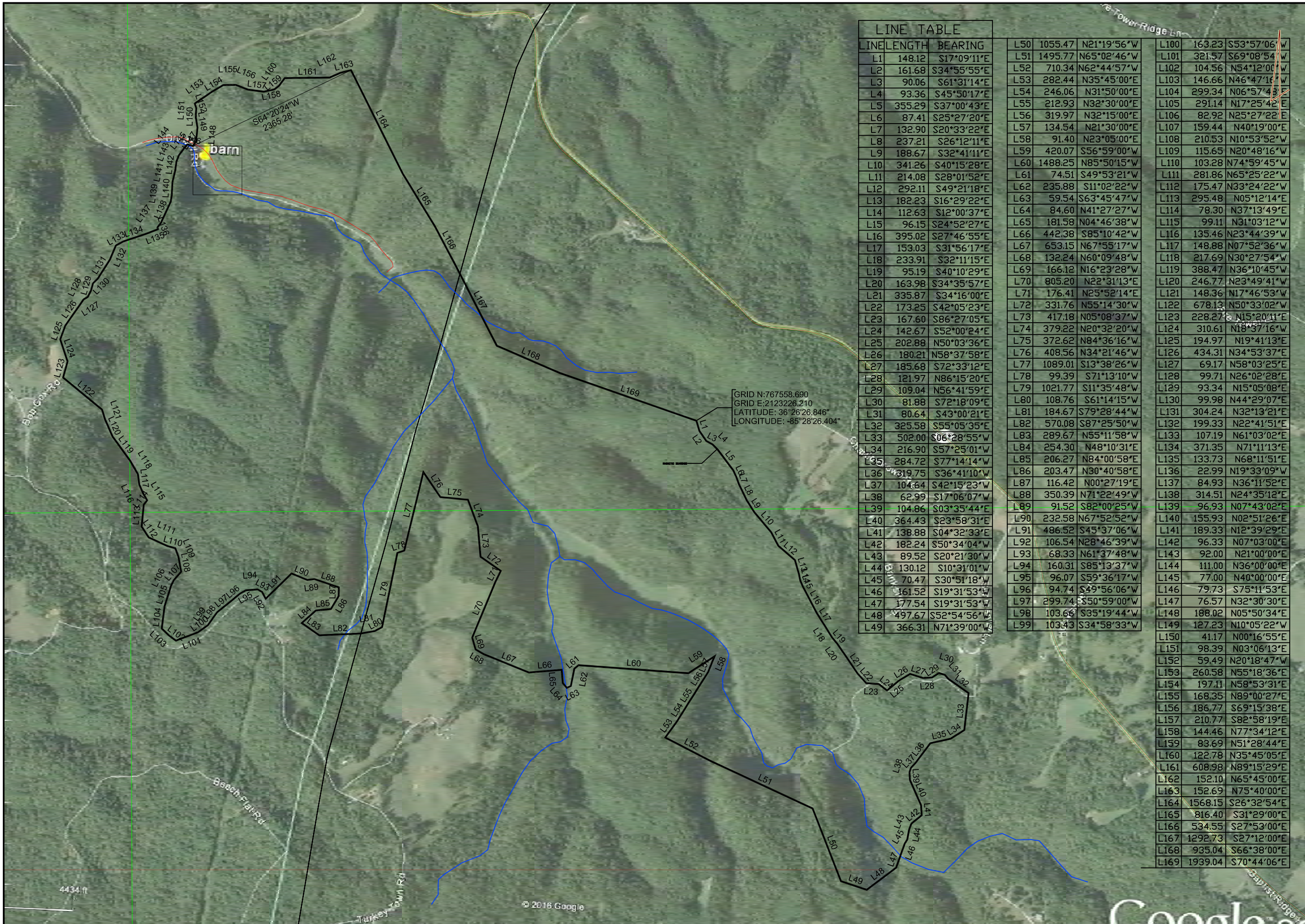
**Qualifications:** Lloyd is owner of the company Helia Environmental LLC, based in Asheville, NC. In 1996, Lloyd received his master's degree in Forest Science (MFS) from the Yale School of Forestry and Environmental Studies with a focus in management planning and ecosystem management. He graduated in 1994 from the University of South Carolina, where he received a BA and a BS in interdisciplinary studies combining physical and biological sciences with writing and socioeconomics. He is a botanist, natural community ecologist, and forester (NC Registered Forester #1711).

## **BDR EXHIBITS**

(Electronic versions saved as independent files)

### **A. Conservation Easement**

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



LINE	LENGTH	BEARING
L1	148.12	S17°09'11"E
L2	161.68	S34°55'55"E
L3	90.06	S61°31'14"E
L4	93.36	S45°50'17"E
L5	355.29	S37°00'43"E
L6	87.41	S25°27'20"E
L7	132.90	S20°33'22"E
L8	237.21	S26°12'11"E
L9	188.67	S32°41'11"E
L10	341.26	S40°15'28"E
L11	214.08	S28°01'52"E
L12	292.11	S49°21'18"E
L13	182.23	S16°29'22"E
L14	112.63	S12°00'37"E
L15	96.15	S24°52'27"E
L16	395.02	S27°46'55"E
L17	153.03	S31°56'17"E
L18	233.91	S32°11'15"E
L19	95.19	S40°10'29"E
L20	163.98	S34°35'57"E
L21	335.87	S34°16'00"E
L22	173.25	S42°05'23"E
L23	167.60	S86°27'05"E
L24	142.67	S52°00'24"E
L25	202.88	N50°03'36"E
L26	180.21	N58°37'58"E
L27	185.68	S72°33'12"E
L28	121.97	N86°15'20"E
L29	109.04	N56°41'59"E
L30	81.88	S72°18'09"E
L31	80.64	S43°00'21"E
L32	325.58	S55°05'35"E
L33	502.00	S06°28'55"W
L34	216.90	S57°25'01"W
L35	284.72	S77°14'14"W
L36	319.75	S36°41'10"W
L37	104.64	S42°15'23"W
L38	62.99	S17°06'07"W
L39	104.86	S03°35'44"E
L40	364.43	S23°58'31"E
L41	138.88	S04°32'33"E
L42	182.24	S50°34'04"W
L43	89.52	S20°21'30"W
L44	130.12	S10°31'01"W
L45	70.47	S30°51'18"W
L46	161.52	S19°31'53"W
L47	177.54	S19°31'53"W
L48	497.67	S52°54'56"W
L49	366.31	N71°39'00"W

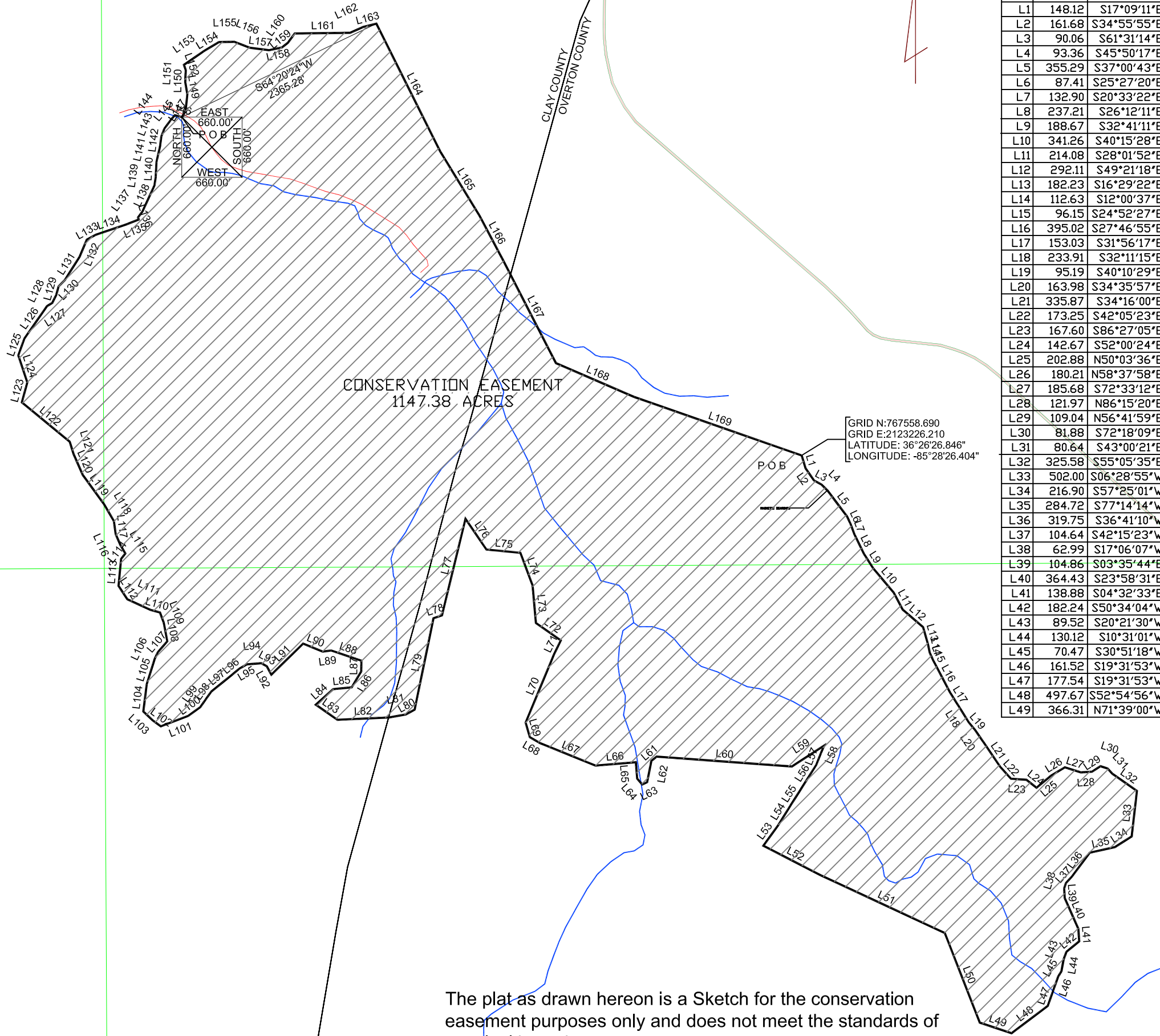
L50	1055.47	N21°19'56"W
L51	1495.77	N65°02'46"W
L52	710.34	N62°44'57"W
L53	282.44	N35°45'00"E
L54	246.06	N31°50'00"E
L55	212.93	N32°30'00"E
L56	319.97	N32°15'00"E
L57	134.54	N21°30'00"E
L58	91.40	N23°05'00"E
L59	420.07	S56°59'00"W
L60	1488.25	N85°50'15"W
L61	74.51	S49°53'21"W
L62	235.88	S11°02'22"W
L63	59.54	S63°45'47"W
L64	84.60	N41°27'27"W
L65	181.58	N04°46'38"W
L66	442.38	S85°10'42"W
L67	653.15	N67°55'17"W
L68	132.24	N60°09'48"W
L69	166.12	N16°23'28"W
L70	805.20	N22°31'13"E
L71	176.41	N25°52'14"E
L72	331.76	N55°14'30"W
L73	417.18	N05°08'37"W
L74	379.22	N20°32'20"W
L75	372.62	N84°36'16"W
L76	408.56	N34°21'46"W
L77	1089.01	S13°38'26"W
L78	99.39	S71°13'10"W
L79	1021.77	S11°35'48"W
L80	108.76	S61°14'15"W
L81	184.67	S79°28'44"W
L82	570.08	S87°25'50"W
L83	289.67	N55°11'58"W
L84	254.30	N48°10'31"E
L85	206.27	N84°00'58"E
L86	203.47	N30°40'58"E
L87	116.42	N00°27'19"E
L88	350.39	N71°22'49"W
L89	91.52	S82°00'25"W
L90	232.58	N67°52'52"W
L91	486.52	S45°37'06"W
L92	106.54	N28°46'39"W
L93	68.33	N61°37'48"W
L94	160.31	S85°13'37"W
L95	96.07	S59°36'17"W
L96	94.74	S49°56'06"W
L97	299.74	S50°59'00"W
L98	103.66	S35°19'44"W
L99	103.43	S34°58'33"W
L100	163.23	S53°57'06"W
L101	321.57	S69°08'54"W
L102	104.56	N54°12'00"W
L103	146.66	N46°47'16"W
L104	299.34	N06°57'45"E
L105	291.14	N17°25'42"E
L106	82.92	N25°27'22"E
L107	159.44	N40°19'00"E
L108	210.53	N10°53'52"W
L109	115.65	N20°48'16"W
L110	103.28	N74°59'45"W
L111	281.86	N65°25'22"W
L112	175.47	N33°24'22"W
L113	295.48	N05°12'14"E
L114	78.30	N37°13'49"E
L115	99.11	N31°03'12"W
L116	135.46	N23°44'39"W
L117	148.88	N07°52'36"W
L118	217.69	N30°27'54"W
L119	388.47	N36°10'45"W
L120	246.77	N23°49'41"W
L121	148.36	N17°46'53"W
L122	678.13	N50°33'02"W
L123	228.27	N15°20'11"E
L124	310.61	N18°37'16"W
L125	194.97	N19°41'13"E
L126	434.31	N34°53'37"E
L127	69.17	N58°03'25"E
L128	99.71	N26°02'28"E
L129	93.34	N15°05'08"E
L130	99.98	N44°29'07"E
L131	304.24	N32°13'21"E
L132	199.33	N22°41'51"E
L133	107.19	N61°03'02"E
L134	371.35	N71°11'13"E
L135	133.73	N68°11'51"E
L136	22.99	N19°33'09"W
L137	84.93	N36°11'52"E
L138	314.51	N24°35'12"E
L139	96.93	N07°43'02"E
L140	155.93	N02°51'26"E
L141	189.33	N12°39'29"E
L142	96.33	N07°03'00"E
L143	92.00	N21°00'00"E
L144	111.00	N36°00'00"E
L145	77.00	N40°00'00"E
L146	79.73	S75°11'53"E
L147	76.57	N32°30'30"E
L148	188.02	N05°50'34"E
L149	127.23	N10°05'22"W
L150	41.17	N00°16'55"E
L151	98.39	N03°06'13"E
L152	59.49	N20°18'47"W
L153	260.58	N55°18'36"E
L154	197.11	N58°53'31"E
L155	168.35	N89°00'27"E
L156	186.77	S69°15'38"E
L157	210.77	S82°58'19"E
L158	144.46	N77°34'12"E
L159	83.69	N51°28'44"E
L160	122.78	N35°45'05"E
L161	608.98	N89°15'29"E
L162	152.10	N65°45'00"E
L163	152.69	N75°40'00"E
L164	1568.15	S26°32'54"E
L165	816.40	S31°29'00"E
L166	534.55	S27°53'00"E
L167	1292.73	S27°12'00"E
L168	935.04	S66°38'00"E
L169	1939.04	S70°44'06"E

GRID N: 767558.690  
 GRID E: 2123226.210  
 LATITUDE: 36°26'26.846"  
 LONGITUDE: -85°28'26.404"

2400 FEET

DRY MILL CREEK PROPERTY  
 SKETCH OF DEED  
 OVERTON-CLAY COUNTY, TENNESSEE





CONSERVATION EASEMENT  
1147.38 ACRES

GRID N: 767558.690  
GRID E: 2123226.210  
LATITUDE: 36°26'26.846"  
LONGITUDE: -85°28'26.404"

LINE	LENGTH	BEARING
L1	148.12	S17°09'11"E
L2	161.68	S34°55'55"E
L3	90.06	S61°31'14"E
L4	93.36	S45°50'17"E
L5	355.29	S37°00'43"E
L6	87.41	S25°27'20"E
L7	132.90	S20°33'22"E
L8	237.21	S26°12'11"E
L9	188.67	S32°41'11"E
L10	341.26	S40°15'28"E
L11	214.08	S28°01'52"E
L12	292.11	S49°21'18"E
L13	182.23	S16°29'22"E
L14	112.63	S12°00'37"E
L15	96.15	S24°52'27"E
L16	395.02	S27°46'55"E
L17	153.03	S31°56'17"E
L18	233.91	S32°11'15"E
L19	95.19	S40°10'29"E
L20	163.98	S34°35'57"E
L21	335.87	S34°16'00"E
L22	173.25	S42°05'23"E
L23	167.60	S86°27'05"E
L24	142.67	S52°00'24"E
L25	202.88	N50°03'36"E
L26	180.21	N58°37'58"E
L27	185.68	S72°33'12"E
L28	121.97	N86°15'20"E
L29	109.04	N56°41'59"E
L30	81.88	S72°18'09"E
L31	80.64	S43°00'21"E
L32	325.58	S55°05'35"E
L33	502.00	S06°28'55"W
L34	216.90	S57°25'01"W
L35	284.72	S77°14'14"W
L36	319.75	S36°41'10"W
L37	104.64	S42°15'23"W
L38	62.99	S17°06'07"W
L39	104.86	S03°35'44"E
L40	364.43	S23°58'31"E
L41	138.88	S04°32'33"E
L42	182.24	S50°34'04"W
L43	89.52	S20°21'30"W
L44	130.12	S10°31'01"W
L45	70.47	S30°51'18"W
L46	161.52	S19°31'53"W
L47	177.54	S19°31'53"W
L48	497.67	S52°54'56"W
L49	366.31	N71°39'00"W

L50	1055.47	N21°19'56"W
L51	1495.77	N65°02'46"W
L52	710.34	N62°44'57"W
L53	282.44	N35°45'00"E
L54	246.06	N31°50'00"E
L55	212.93	N32°30'00"E
L56	319.97	N32°15'00"E
L57	134.54	N21°30'00"E
L58	91.40	N23°05'00"E
L59	420.07	S56°59'00"W
L60	1488.25	N85°50'15"W
L61	74.51	S49°53'21"W
L62	235.88	S11°02'22"W
L63	59.54	S63°45'47"W
L64	84.60	N41°27'27"W
L65	181.58	N04°46'38"W
L66	442.38	S85°10'42"W
L67	653.15	N67°55'17"W
L68	132.24	N60°09'48"W
L69	166.12	N16°23'28"W
L70	805.20	N22°31'13"E
L71	176.41	N25°52'14"E
L72	331.76	N55°14'30"W
L73	417.18	N05°08'37"W
L74	379.22	N20°32'20"W
L75	372.62	N84°36'16"W
L76	408.56	N34°21'46"W
L77	1089.01	S13°38'26"W
L78	99.39	S71°13'10"W
L79	1021.77	S11°35'48"W
L80	108.76	S61°14'15"W
L81	184.67	S79°28'44"W
L82	570.08	S87°25'50"W
L83	289.67	N55°11'58"W
L84	254.30	N48°10'31"E
L85	206.27	N84°00'58"E
L86	203.47	N30°40'58"E
L87	116.42	N00°27'19"E
L88	350.39	N71°22'49"W
L89	91.52	S82°00'25"W
L90	232.58	N67°52'52"W
L91	486.52	S45°37'06"W
L92	106.54	N28°46'39"W
L93	68.33	N61°37'48"W
L94	160.31	S85°13'37"W
L95	96.07	S59°36'17"W
L96	94.74	S49°56'06"W
L97	299.74	S50°59'00"W
L98	103.66	S35°19'44"W
L99	103.43	S34°58'33"W

L100	163.23	S53°57'06"W
L101	321.57	S69°08'54"W
L102	104.56	N54°12'00"W
L103	146.66	N46°47'16"W
L104	299.34	N06°57'43"E
L105	291.14	N17°25'42"E
L106	82.92	N25°27'22"E
L107	159.44	N40°19'00"E
L108	210.53	N10°53'52"W
L109	115.65	N20°48'16"W
L110	103.28	N74°59'45"W
L111	281.86	N65°25'22"W
L112	175.47	N33°24'22"W
L113	295.48	N05°12'14"E
L114	78.30	N37°13'49"E
L115	99.11	N31°03'12"W
L116	135.46	N23°44'39"W
L117	148.88	N07°52'36"W
L118	217.69	N30°27'54"W
L119	388.47	N36°10'45"W
L120	246.77	N23°49'41"W
L121	148.36	N17°46'53"W
L122	678.13	N50°33'02"W
L123	228.27	N15°20'11"E
L124	310.61	N18°37'16"W
L125	194.97	N19°41'13"E
L126	434.31	N34°53'37"E
L127	69.17	N58°03'25"E
L128	99.71	N26°02'28"E
L129	93.34	N15°05'08"E
L130	99.98	N44°29'07"E
L131	304.24	N32°13'21"E
L132	199.33	N22°41'51"E
L133	107.19	N61°03'02"E
L134	371.35	N71°11'13"E
L135	133.73	N68°11'51"E
L136	22.99	N19°33'09"W
L137	84.93	N36°11'52"E
L138	314.51	N24°35'12"E
L139	96.93	N07°43'02"E
L140	155.93	N02°51'26"E
L141	189.33	N12°39'29"E
L142	96.33	N07°03'00"E
L143	92.00	N21°00'00"E
L144	111.00	N36°00'00"E
L145	77.00	N40°00'00"E
L146	79.73	S75°11'53"E
L147	76.57	N32°30'30"E
L148	188.02	N05°50'34"E
L149	127.23	N10°05'22"W
L150	41.17	N00°16'55"E
L151	98.39	N03°06'13"E
L152	59.49	N20°18'47"W
L153	260.58	N55°18'36"E
L154	197.11	N58°53'31"E
L155	168.35	N89°00'27"E
L156	186.77	S69°15'38"E
L157	210.77	S82°58'19"E
L158	144.46	N77°34'12"E
L159	83.69	N51°28'44"E
L160	122.78	N35°45'05"E
L161	608.98	N89°15'29"E
L162	152.10	N65°45'00"E
L163	152.69	N75°40'00"E
L164	1568.15	S26°32'54"E
L165	816.40	S31°29'00"E
L166	534.55	S27°53'00"E
L167	1292.73	S27°12'00"E
L168	935.04	S66°38'00"E
L169	1939.04	S70°44'06"E

The plat as drawn hereon is a Sketch for the conservation easement purposes only and does not meet the standards of a typical boundary survey.

2400 FEET

DRY MILL CREEK PROPERTY  
SKETCH OF DEED  
OVERTON-CLAY COUNTY, TENNESSEE

mcqueen@engineer.com

OCT 26, 2016

# PROPERTY TAX NOTICE

<b>TAX YEAR 2015</b>				<b>CLAY COUNTY</b>		<b>TENNESSEE</b>			
<b>DI Map</b>	<b>GP CtlMap</b>	<b>Parcel PI</b>	<b>SI</b>	<b>Receipt#</b>	<b>Tax District</b>	<b>2015 Tax Summary</b>			
03 087	087	01100	000	2391	14A00	<b>Base Tax Rate</b>	3.1000	<b>SSD Rate</b>	0.0000

### General Parcel Data

<b>Property Address</b> OVERTON CO LINE			<b>Tax Amount</b>		5,931.00
<b>Subdivision Name</b>		<b>Lot</b>	<b>Block</b>		
<b>Property Classification</b>		<b>Appraised Value</b>	<b>Assessed @ 25%</b>		
FARM		765,300	191,325		
<b>Acres</b>		<b>Additional Description</b>			
Deed					
Calc 605.00					
<b>Rollback Years</b>		<b>Mtg Code</b>			
<b>County</b>	<b>City</b>	<b>SSD</b>	<b>NTR</b>		
014		000			

**Total Amount Due** 5,931.00

**Current Assessment Data**

**Tax Collection Period**  
**From:** 10/01/2015      **To:** 02/29/2016

**Total Assessment** 191,325

CHARLIE R. KEY  
 CLAY COUNTY TRUSTEE  
 PO BOX 390  
 CELINA TN 38551  
 (931) 243-2310

**GRAHAM HOLDINGS, INC.**  
 931-589-5199  
 P. O. BOX 789  
 LINDEN, TN 37096

2259

87-416/641

Date 2/12/16

Pay to the order of CLAY COUNTY TRUSTEE \$ 5,931.00

-FIVE THOUSAND NINE HUNDRED THIRTY ONE & NO/100--Dollars

Security details on back.

**BANK OF PERRY COUNTY**  
 LINDEN - LOBELVILLE  
 LOBELVILLE, TENNESSEE 37097

For 2391 2015 PROP. TAX

*[Signature]*

# PROPERTY TAX NOTICE

TAX YEAR 2015

**OVERTON COUNTY**

TENNESSEE

DI	Map	GP	Ct/Map	Parcel	PI	SI	Receipt#	Tax District	2015 Tax Summary			
03	024	024	00400	000			5121	67A00	Base Tax Rate	2.2500	SSD Rate	0.0000

### General Parcel Data

Property Address <b>MORGAN HANEY RD</b>			Tax Amount	3,024.00
Subdivision Name		Lot	Block	
Property Classification	Appraised Value	Assessed @ 25%		
FARM	537,600	134,400		
Acres	Additional Description			
Deed	224-102			
Calc	528.00			
Rollback Years		Mtg Code		
County	City	SSD	NTR	
067		000		

**Total Amount Due** 3,024.00

### Current Assessment Data

### Tax Collection Period

From: 10/01/2015      To: 02/29/2016

**Total Assessment** 134,400

PEGGY CLARK SMITH  
 OVERTON COUNTY TRUSTEE  
 317 E UNIVERSITY  
 SUITE 30  
 LIVINGSTON TN 38570  
 (931) 823-6220

**GRAHAM HOLDINGS, INC.**  
 931-589-5199  
 P. O. BOX 789  
 LINDEN, TN 37096

2260

87-416/641

Date 2/12/16

Pay to the order of OVERTON COUNTY TRUSTEE \$ 3,024.00

-THREE THOUSAND TWENTY FOUR & NO/100---- Dollars Security details on back.

**BANK OF PERRY COUNTY**  
 LINDEN - LOBELVILLE  
 LOBELVILLE, TENNESSEE 37097

*[Handwritten Signature]*

THE OFFICER LAW OFFICE  
**JOHN R. OFFICER**  
**JULIE E. OFFICER**  
109 SOUTH COURT SQUARE  
POST OFFICE BOX 636  
LIVINGSTON, TENNESSEE  
38570

NASHVILLE OFFICE  
**JULIE E. OFFICER**  
(615) 259-3153

TELEPHONE  
(931) 823-5657  
FAX (931) 823-8235

## STATEMENT

December 21, 2016

Foothills Land Conservancy  
373 Ellis Avenue  
Maryville, TN 37804

Title Opinion to Additional Addressee— — \$250.00

Thank You.



***THE OFFICER LAW OFFICE***

Julie E. Officer

John R. Officer

109 South Court Square-Post Office Box 636

Livingston, Tennessee 38570-0636

Tel. 931-823-5657 Fax 931-823-8235

**JULIE E. OFFICER**

jeofficer@officerlaw.net

**JOHN R. OFFICER**

jrofficer@officerlaw.net

December 21, 2016

Foothills Land Conservancy  
373 Ellis Avenue  
Maryville, TN 37804

Re: Attorney's Opinion of Title  
Record Title: Dry Mill Creek, LLC

Dear Sir or Madam:

This will certify that the Clay County and the Overton County records have been examined regarding the title to the lands described in the attached Exhibit A. This title examination covers the period from Owner's Policy of Title Insurance No. 81306-91874848 of Commonwealth Land Title Insurance Company dated July 31, 2014, as modified by Endorsement File No. 14-062 and ends on November 30, 2016 at 8:00 a.m.

Based upon this examination, it is my opinion that the status of title is as follows:

OWNERSHIP:

Dry Mill Creek, LLC, by Quitclaim Deed dated November 10, 2016, and recorded November 18, 2016, in Warranty Deed Book 106 Page 573, Register's Office, Clay County, Tennessee; and recorded November 18, 2016, in Record Book 169, Page 490, Register's Office, Overton County, Tennessee.

TAXES:



Foothills Land Conservancy  
Page 2  
December 21, 2016

The property is identified on Tax Map 87, as Parcel 11.00— Clay County, and on Map 24, as Parcel 4.00— Overton County.

ACREAGE

The acreage for this tract of land is calculated at 605 acres in Clay County and 528 acres in Overton County, for a total of 1138 calculated acres. Deed acreage is 1157.38 acres by survey, with a Permanent Easement of 6.163 acres being conveyed to the Town of Livingston, for a balance of 1151.217 acres.

MORTGAGES, DEEDS OF TRUST, VENDOR LIENS, ETC.:

None of record.

OIL, GAS OR MINERAL LEASES:

The endorsement to the title insurance policy referenced in the caption removed any exceptions for oil, gas or mineral leases.

RESTRICTIVE COVENANTS, LIFE ESTATES, TAX LIENS, MATERIAL LIENS, ETC.:

None of record during the period of this examination.

MISCELLANEOUS:

1. Subject to Water Line Easement in favor of the Town of Livingston, dated June 8, 1990 and recorded February 11, 1991 in Warranty Deed Book 249, Page 219, Register's Office, Overton County, Tennessee.
2. Subject to a Grant of Transmission Line Easement by deed from Canopia Boles, et al, to the United States of American by Grant of Easement recorded on August 28, 1942 @ 1:15 p.m. in Warranty Deed Book 3, Page 469, Register's Office, Clay County, Tennessee.





Office, Overton County, Tennessee, and December 21, 2006 @ 11:54 a.m. in Record Book 27, Page 641, Register's Office, Overton County, Tennessee; Re-recorded due to correction of plats and additional plats that were missing, recorded January 12, 2007 @ 11:13 a.m. in Warranty Deed Book 88, Page 236, Register's Office, Clay County, Tennessee. Partially revised permanent easement dated October 14, 2008 and recorded November 17, 2008 @ 2:43 p.m. in Warranty Deed Book 92, Page 49, Register's Office, Clay County, Tennessee and November 17, 2008 @ 12:14 p.m. in Record Book 59, Page 93, Register's Office, Overton County, Tennessee. Easement Modification Agreement dated August 31, 2007 and recorded September 7, 2007 @ 3:09 p.m. in Record Book 40, Page 401, Register's Office, Overton County, Tennessee.

5. Any Law, Ordinance, or Governmental Regulation (including but not limited to Building and Zoning Ordinances) restricting, regulating, or prohibiting the occupancy, use, or enjoyment of the land, regulating the character, dimensions, or location of any improvement now or hereafter erected on the land, prohibiting a separation in ownership or a reduction in the dimension or area of the land, or the effect of any violation of any such Law, Ordinance, or Governmental Regulation.
6. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct Survey would disclose.
7. Easements, or claims thereof, which are not shown by the Public Records.
8. Rights or claims of parties in possession not shown by the Public Records.
9. Any Lien or right to a Lien for services, labor, or material heretofore or hereinafter furnished, imposed by Law, and not shown by the Public Records.
10. Exception is taken to such state of facts and/or circumstances as may be known to the party or his privies for whom this Opinion is prepared which may be contrary to or is inconsistent with the findings herein expressed, which facts and/or circumstances have not been made known to me.

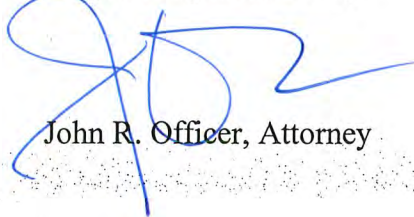


Foothills Land Conservancy  
Page 4  
December 21, 2016

13. No Opinion is given on whether the subject property is located in the Flood Plain Area and therefore is an Illegal Loan if the Community has not adopted the Flood Insurance Plan for the area (Flood Disaster Protection Act of 1973).
17. Subject to any state of facts which would be revealed by an accurate survey and inspection of the premises, all visible easements, public rights-of-way, liens upon which the lawful time for recording has not expired, liens not of record in Overton County and Clay County, Tennessee, including all proceedings in United States District Court or proceedings in bankruptcy, the rights of the parties in possession, all subdivision regulations or regulations imposed by the Overton County Regional Planning Commission, and the correct indexing of the Overton County and Clay County records.

This opinion of title is for the exclusive use and benefit of the addressee.

Respectfully Submitted,



John R. Officer, Attorney

JRO/lb



EXHIBIT A

LYING and being in the 3<sup>rd</sup> Civil District of Clay County, Tennessee; and LYING and being in the 3<sup>rd</sup> Civil District of Overton County, Tennessee, being more particularly described as follows, to-wit:

BEGINNING on an iron pin at a corner of the State of Tennessee and Charlie Brown's Southwest corner; thence with Brown as follows:

South 17° 09' 11" East 148.12 feet;  
South 34° 55' 55" East 161.68 feet;  
South 64° 31' 14" East 90.06 feet;  
South 45° 50' 17" East 93.36 feet;  
South 37° 00' 43" East 355.29 feet;  
South 25° 27' 20" East 87.41 feet to a rock; thence continuing with Brown:  
South 20° 33' 22" East 132.90 feet;  
South 26° 12' 11" East 237.21 feet to a 15" cucumber tree; thence  
South 32° 41' 11" East 188.67 feet to a point on a ridge near the woods road;  
thence South 40° 15' 28" East 341.26 feet to a rock pile; thence South 28° 01'  
52" East 214.08 feet; thence South 49° 21' 18" East 292.11 feet to a sassafras  
tree on a rocky point; thence  
South 16° 29' 22" East 182.23 feet;  
South 12° 00' 37" East 112.63 feet;  
South 24° 52' 27" East 96.15 feet;  
South 27° 46' 55" East 395.02 feet;  
South 31° 56' 17" East 153.03 feet to a rock pile; thence  
South 32° 11' 15" East 233.91 feet;  
South 40° 10' 29" East 95.19 feet;  
South 34° 35' 57" East 163.98 feet;  
South 34° 16' 00" East 335.87 feet to an elm tree at the intersection of 2  
branches at a corner of Wade, Brown and Mashers; thence with the Mashers  
line  
South 86° 27' 05" East 167.60 feet to a large oak marked at the edge of the  
abandoned road; thence up the abandoned road South 52° 00' 24" East 142.67  
feet;  
North 50° 03' 36" East 202.88 feet;  
North 58° 37' 58" East 180.21 feet;  
South 72° 33' 12" East 185.68 feet;



South 77° 14' 14" West 284.72 feet to an iron pin; thence South 36° 41' 10"  
West 319.75 feet to a 12" elm tree; thence  
South 42° 15' 23" West 104.64 feet to a 2" white oak tree; thence  
South 17° 06' 07" West 62.99 feet to a 16 red oak tree; thence South 03° 35' 44"  
East 104.86 feet to an iron pin; thence South 23° 58' 31" East 364.43 feet to an  
iron pin; thence South 04° 32' 33" East 138.88 feet to a 15" Hickory tree; thence  
South 50° 34' 04" West 182.24 feet;  
South 20° 21' 30" West 89.52 feet;  
South 10° 31' 01" West 130.12 feet;  
South 30° 51' 18" West 70.47 feet;  
South 19° 31' 53" West 161.52 feet to the intersection of Mill Creek, at a corner  
between the 5 acre Mill tract, Bilyeu and Wade; thence up the Creek with  
Bilyeu  
South 19° 31' 53" West to a rock pile on the West side of the creek at a corner  
of Wade, Bilyeu and German; thence up the point with German  
South 52° 54' 56" West to a pile of rocks on the point; thence continuing with  
German  
North 71° 39' 00" West 366.31 feet to a hickory tree; thence  
North 21° 19' 56" West 1055.47 feet to an iron pin;  
North 65° 02' 46" West 1495.77 feet to a corner in the hollow between Wade,  
German, and Thorne; thence with Thorne's line North 62° 44' 57" West 710.34  
Feet to a rock in a woods road; thence  
North 35° 45' 00" East 282.44 feet;  
North 31° 50' 00" East 246.06 feet;  
North 32° 30' 00" East 212.93 feet;  
North 32° 15' 00" East 134.54 feet;  
North 21° 30' 00" East 134.54 feet;  
North 23° 05' 00" East 91.40 feet to a hornbeam tree on the point near the foot  
of the hill; thence  
South 56° 59' 00" West 420.07 feet to a tree on the West side of the hollow;  
thence  
North 85° 50' 15" West 1488.25 feet to an iron pin at the edge of the field in an  
"old" wire fence (having passed the corner between Dale and Thorne on the last  
call); thence with the wire fence  
South 49° 53' 21" West 74.51 feet;  
South 11° 02' 22" West 235.88 feet;  
South 63° 45' 47" West 59.54 feet to a point at the hollow; thence down the  
branch





thence North 22° 31' 13" East 805.20 feet to a 3" maple tree at the Northeast corner of Ledbetter's field (having passed the corner between Foust and Ledbetter in the last call); thence continuing with Ledbetter North 25° 52' 14" East 176.41 feet to an iron pin; thence North 55° 14' 30" West 331.76 feet to an 18" maple; thence

North 05° 08' 37" West 417.18 feet to a 14" chestnut oak; thence North 20° 32' 20" West 379.22 feet to a 14" poplar; thence

North 84° 36' 16" West 372.62 feet to an 8" maple; thence North 34° 21' 46" West 408.56 feet to an iron pin on the ridge; thence

South 13° 38' 26" West 1089.01 feet to an iron pin on the ridge; thence

South 70° 73' 10" West 99.39 feet to a 4" white oak thence

South 11° 35' 48" West 1021.77 feet to a 20" red oak; thence

South 61° 14' 15" West 108.76 feet to an 8" red oak; thence crossing the branch

South 79° 28' 44" West 184.67 feet to a 10" walnut; thence South 87° 25' 50" West 570.08 feet to a 20" Beech; thence

North 55° 11' 58" West 289.67 feet to a 6" maple in the hollow of a corner of Wade, Ledbetter and Tidwell; thence with Tidwell

North 48° 10' 31" East 254.30 feet to a 4" beech; thence

North 84° 00' 58" East 206.27 feet to a 12" red oak; thence

North 30° 40' 58" East 203.47 feet to a 1" maple; thence

North 00° 27' 19" East 116.42 feet to a 3" sassafras; thence

North 71° 22' 49" West 350.39 feet to a 6" maple; thence

South 82° 00' 25" West 91.52 feet to a 2" maple thence

North 67° 52' 52" West 232.58 feet to a 38" beech at the hollow; thence up the hollow

South 45° 37' 06" West 486.52 feet to an iron pin at the Turkey Town Road; thence with said road as follows:

North 28° 46' 39" West 106.64 feet;

South 85° 13' 37" West 160.31 feet;

South 59° 36' 17" West 96.07 feet;

South 49° 56' 06" West 94.74 feet;

South 50° 59' 00" West 299.74 feet;

South 35° 19' 44" West 103.66 feet;

South 34° 58' 33" West 103.43 feet;

South 53° 57' 06" West 163.23 feet;

South 69° 08' 54" West 321.57 feet;

North 54° 12' 00" West 104.56 feet;



down the main hollow with Boles, Beechboard and Hall as follows:

North 10° 53' 52" 210.53 feet;

North 20° 48' 16" 115.65 feet;

North 74° 59' 45" 103.28 feet;

North 65° 25' 22" West 281.86 feet;

North 33° 24' 22" West 175.47 feet;

North 05° 12' 14" East 295.48 feet;

North 37° 13' 49" East 78.30 feet to a slate spring; thence continuing with the main hollow

North 31° 03' 12" West 99.11 feet;

North 23° 44' 39" West 135.46 feet;

North 07° 52' 36" West 148.88 feet;

North 30° 27' 54" West 217.69 feet;

North 36° 10' 45" West 388.47 feet;

North 23° 49' 41" West 246.77 feet;

North 17° 46' 53" West 148.36 feet to a sycamore at the intersection of 2 hollows; thence with Hall

North 50° 33' 02" West 678.13 feet to an iron pin at the Joe Point Road; thence with the Joe Point Road and Cox's line

North 15° 20' 11" East 228.27 feet;

North 18° 37' 16" West 310.61 feet;

North 19° 41' 13" East 194.97 feet;

North 34° 53' 37" East 434.31 feet;

North 58° 03' 25" East 69.17 feet;

North 26° 02' 28" East 99.71 feet;

North 15° 05' 08" East 93.34 feet;

North 44° 29' 07" East 99.98 feet;

North 32° 13' 21" East 304.24 feet;

North 22° 41' 51" East 199.33 feet;

North 61° 03' 02" East 107.19 feet;

North 71° 11' 13" East 371.35 feet;

North 68° 11' 51" East 133.73 feet;

North 19° 33' 09" West 22.99 feet to a 14" hickory marked as a corner between Wade, Buford, and Cox; thence with Ed Buford and the road

North 36° 11' 52" East 84.93 feet;

North 24° 35' 12" East 314.51 feet to the end of the road; thence down the Joe Pint Road with Ed Buford

North 07° 43' 02" East 96.93 feet;



North 32° 30' 30" East 76.57 feet to a walnut on the North side of the drive to the Wade house;  
thence with the Ed Buford line  
North 05° 50' 34" East 188.02 feet;  
North 10° 05' 22" West 127.23 feet;  
North 00° 16' 55" East 41.17 feet;  
North 03° 06' 13" East 98.39 feet;  
North 20° 18' 47" West 59.49 feet to a marked maple; thence crossing the road and up tarpin Hollow  
and Davis as follows:  
North 55° 18' 36" East 260.58 feet;  
North 58° 53' 31" East 197.11 feet;  
North 89° 00' 27" East 168.35 feet;  
South 69° 15' 38" East 186.77 feet;  
South 82° 58' 19" East 210.87 feet;  
North 77° 34' 12" East 144.46 feet;  
North 51° 28' 44" East 83.69 feet;  
North 35° 45' 05" East 122.78 feet to a point in Tarpin Hollow with ash pointer; thence leaving the  
hollow  
North 89° 15' 29" East 608.98 feet to the intersection of the hollow that leads to the Boles place;  
thence up the hollow  
North 65° 45' 00" East 152.10 feet;  
North 75° 40' 00" East 152.69 feet to a point in the hollow and the State of Tennessee boundary line;  
thence with the State  
South 26° 32' 54" East 1568.15 feet;  
South 31° 29' 00" East 816.40 feet to a concrete monument on the ridge at a corner between the  
State, Wade and Walters; thence with Walters line  
South 27° 53' 00" East 534.55 feet to a concrete monument in the hollow at a corner of the State,  
Wade and Walters; thence with the State  
South 27° 12' 00" East 1292.73 feet to a 16" white oak on the ridge; thence  
South 66° 38' 00" East 935.04 feet to a concrete monument; thence  
South 70° 44' 06" East 1939.04 feet to the point of BEGINNING.

Contains 1157.38 acres more or less.

There is a T. V. A. power line easement across the western portion of this tract. Width of said  
easement is unknown. The above noted description is further identified by a plat prepared by Tom  
B. Thaxton, Tennessee Surveyor No. 105, prepared on April 15, 1985 and incorporated as such in  
this deed and recorded in Plat Book \_\_\_\_ in Clay County, Tennessee and in Plat Book \_\_\_\_ in Overton  
County, Tennessee.



The previous and last conveyance being a Substitute Trustee's Deed from James E. Bondurant, Jr., Substitute Trustee to Marty Turbeville and David R. Bell, of record in Record Book 118, Page 548, Register's Office, Overton County, Tennessee; and in Warranty Deed Book 99, Page 594, Register's Office, Clay County, Tennessee.

NOTE: The acreage for this tract of land is calculated at 605 acres in Clay County and 528 acres in Overton County, for a total of 1133 calculated acres. Deed acreage is 1157.38 acres by survey, with a Permanent Easement of 6.163 acres being conveyed to the Town of Livingston, as follows, (for a balance of 1151.217 acres calculated):

Right-of-Way and Construction Easement to the Town of Livingston, dated October 5, 2006 and recorded November 3, 2006 @ 4:17 p.m. in Warranty Deed Book 87, Page 590, Register's Office, Clay County, Tennessee. Re-recorded to add additional pages to survey, recorded November 9, 2006 @ 2:52 p.m. in Warranty Deed Book 87, Page 604, Register's Office, Overton County, Tennessee, and December 21, 2006 @ 11:54 a.m. in Record Book 27, Page 641, Register's Office, Overton County, Tennessee; Re-recorded due to correction of plats and additional plats that were missing, recorded January 12, 2007 @ 11:13 a.m. in Warranty Deed Book 88, Page 236, Register's Office, Clay County, Tennessee. Partially revised permanent easement dated October 14, 2008 and recorded November 17, 2008 @ 2:43 p.m. in Warranty Deed Book 92, Page 49, Register's Office, Clay County, Tennessee and November 17, 2008 @ 12:14 p.m. in Record Book 59, Page 93, Register's Office, Overton County, Tennessee. Easement Modification Agreement dated August 31, 2007 and recorded September 7, 2007 @ 3:09 p.m. in Record Book 40, Page 401, Register's Office, Overton County, Tennessee.

The previous and last conveyance being:

Dry Mill Creek, LLC, by Quitclaim Deed dated November 10, 2016, and recorded November 18, 2016, in Warranty Deed Book 106 Page 573, Register's Office, Clay County, Tennessee; and recorded November 18, 2016, in Record Book 169, Page 490, Register's Office, Overton County, Tennessee.





Name and Address of Title Insurance Company: Lawyers Title Insurance Corporation  
Attn: Claims Department  
P. O. Box 45023  
Jacksonville, FL 32232-5023

*Dry Mill*  
*Cook*  
\_\_\_\_\_  
\_\_\_\_\_

File No.: 14-062 Policy No.: 81306-91874848

Address Reference: Morgan Haney Rd., Cookeville, TN 38506

Date of Policy: July 31, 2014 @ 10:06 a.m.

1. Name of Insured:

Graham Holdings, Inc.

2. The estate or interest in the Land that is encumbered by the Insured Mortgage is: fee simple.

3. Title is vested in:

Graham Holdings, Inc. by Warranty Deed from Martin L. Turbeville aka Marty Turbeville, individually and as Attorney in Fact for Lori Ann Turbeville, as authorized by Power of Attorney appearing of record in Misc. Book 13, Page 413, in the Register's Office of Overton County, Tennessee and in Misc. Book 9, Page 65, in the Register's Office of Clay County, Tennessee, and David R. Bell, individually and as Attorney in Fact for Mary Bell, as aughorized by Power of Attorney appearing of record in Record Book 118, Page 547, in the Register's Office of Overton County, Tennessee, and in Misc. Book 13, Page 63 in the Register's Office of Clay County, Tennessee, dated July 30, 2014 and recorded July 31, 2014 @ 10:06 a.m. in Warranty Deed Book 102, Page 308, Register's Office, Clay County, Tennessee; and recorded July 31, 2014 @ 9:02 a.m. in Record Book 137, Page 681, Register's Office, Overton County, Tennessee.

4. The Land referred to in this policy is described as follows:

LYING and being in the 3<sup>rd</sup> Civil District of Clay County, Tennessee; and LYING and being in the 3<sup>rd</sup> Civil District of Overton County, Tennessee, being more particularly described as follows, to-wit:

BEGINNING on an iron pin at a corner of the State of Tennessee and Charlie Brown's Southwest corner; thence with Brown as follows:

South 17 09' 11" East 148.12 feet;  
South 34° 55' 55" East 161.68 feet;  
South 64° 31' 14" East 90.06 feet;  
South 45° 50' 17" East 93.36 feet;  
South 37° 00' 43" East 355.29 feet;  
South 25° 27' 20" East 87.41 feet to a rock; thence continuing with Brown:  
South 20° 33' 22" East 132.90 feet;  
South 26° 12' 11" East 237.21 feet to a 15" cucumber tree; thence  
South 32° 41' 11" East 188.67 feet to a point on a ridge near the woods road;  
thence South 40° 15' 28" East 341.26 feet to a rock pile; thence South 28° 01'  
52" East 214.08 feet; thence South 49° 21' 18" East 292.11 feet to a sassafras



South 34° 35' 57" East 163.98 feet;  
South 34° 16' 00" East 335.87 feet to an elm tree at the intersection of 2  
branches at a corner of Wade, Brown and Mashers; thence with the Mashers  
line  
South 86° 27' 05" East 167.60 feet to a large oak marked at the edge of the  
abandoned road; thence up the abandoned road South 52° 00' 24" East 142.67  
feet;  
North 50° 03' 36" East 202.88 feet;  
North 58° 37' 58" East 180.21 feet;  
South 72° 33' 12" East 185.68 feet;  
North 56° 41' 59" East 101.04 feet;  
South 72° 18' 09" East 81.88 feet;  
South 43° 00' 21" East 80.64 feet;  
South 55° 05' 35" East 325.58 feet to a rock at the base of a large white oak tree  
at a corner between Wade, Mathers and Coffman; thence with Coffman  
South 06° 28' 55" West 502.00 feet to an iron pin; thence  
South 57° 25' 01" West 216.90 feet to a red oak; thence  
South 77° 14' 14" West 284.72 feet to an iron pin; thence South 36° 41' 10"  
West 319.75 feet to a 12" elm tree; thence  
South 42° 15' 23" West 104.64 feet to a 2" white oak tree; thence  
South 17° 06' 07" West 62.99 feet to a 16 red oak tree; thence South 03° 35' 44"  
East 104.86 feet to an iron pin; thence South 23° 58' 31" East 364.43 feet to an  
iron pin; thence South 04° 32' 33" East 138.88 feet to a 15" Hickory tree; thence  
South 50° 34' 04" West 182.24 feet;  
South 20° 21' 30" West 89.52 feet;  
South 10° 31' 01" West 130.12 feet;  
South 30° 51' 18" West 70.47 feet;  
South 19° 31' 53" West 161.52 feet to the intersection of Mill Creek, at a corner  
between the 5 acre Mill tract, Bilyeu and Wade; thence up the Creek with  
Bilyeu  
South 19° 31' 53" West to a rock pile on the West side of the creek at a corner  
of Wade, Bilyeu and German; thence up the point with German  
South 52° 54' 56" West to a pile of rocks on the point; thence continuing with  
German  
North 71° 39' 00" West 366.31 feet to a hickory tree; thence  
North 21° 19' 56" West 1055.47 feet to an iron pin;  
North 65° 02' 46" West 1495.77 feet to a corner in the hollow between Wade,  
German, and Thorne; thence with Thorne's line North 62° 44' 57" West 710.34  
Feet to a rock in a woods road; thence  
North 35° 45' 00" East 282.44 feet;  
North 31° 50' 00" East 246.06 feet;  
North 32° 30' 00" East 212.93 feet;  
North 32° 15' 00" East 134.54 feet;  
North 21° 30' 00" East 134.54 feet;  
North 23° 05' 00" East 91.40 feet to a hornbeam tree on the point near the foot  
of the hill; thence  
South 56° 59' 00" West 420.07 feet to a tree on the West side of the hollow;  
thence



North 04° 46' 38" West 181.58 feet to a 12" elm tree on the east bank of the branch; thence continuing with Dale  
South 85° 10' 42" West 442.38 feet to a 12" oak tree on the ridge; thence  
North 67° 55' 17" West 653.15 feet to a 14" pin oak tree; thence  
North 60° 09' 48" West 132.24 to a corner between Wade, Foust and Dale;  
thence with Foust line North 16° 23' 28" West 166.12 feet to a 2" maple tree;  
thence North 22° 31' 13" East 805.20 feet to a 3" maple tree at the Northeast corner of Ledbetter's field (having passed the corner between Foust and Ledbetter in the last call); thence continuing with Ledbetter North 25° 52' 14" East 176.41 feet to an iron pin; thence North 55° 14' 30" West 331.76 feet to an 18" maple; thence  
North 05° 08' 37" West 417.18 feet to a 14" chestnut oak; thence North 20° 32' 20" West 379.22 feet to a 14" poplar; thence  
North 84° 36' 16" West 372.62 feet to an 8" maple; thence North 34° 21' 46" West 408.56 feet to an iron pin on the ridge; thence  
South 13° 38' 26" West 1089.01 feet to an iron pin on the ridge; thence  
South 70° 73' 10" West 99.39 feet to a 4" white oak thence  
South 11° 35' 48" West 1021.77 feet to a 20" red oak; thence  
South 61° 14' 15" West 108.76 feet to an 8" red oak; thence crossing the branch  
South 79° 28' 44" West 184.67 feet to a 10" walnut; thence South 87° 25' 50" West 570.08 feet to a 20" Beech; thence  
North 55° 11' 58" West 289.67 feet to a 6" maple in the hollow of a corner of Wade, Ledbetter and Tidwell; thence with Tidwell  
North 48° 10' 31" East 254.30 feet to a 4" beech; thence  
North 84° 00' 58" East 206.27 feet to a 12" red oak; thence  
North 30° 40' 58" East 203.47 feet to a 1" maple; thence  
North 00° 27' 19" East 116.42 feet to a 3" sassafras; thence  
North 71° 22' 49" West 350.39 feet to a 6" maple; thence  
South 82° 00' 25" West 91.52 feet to a 2" maple thence  
North 67° 52' 52" West 232.58 feet to a 38" beech at the hollow; thence up the hollow  
South 45° 37' 06" West 486.52 feet to an iron pin at the Turkey Town Road; thence with said road as follows:  
North 28° 46' 39" West 106.64 feet;  
South 85° 13' 37" West 160.31 feet;  
South 59° 36' 17" West 96.07 feet;  
South 49° 56' 06" West 94.74 feet;  
South 50° 59' 00" West 299.74 feet;  
South 35° 19' 44" West 103.66 feet;  
South 34° 58' 33" West 103.43 feet;  
South 53° 57' 06" West 163.23 feet;  
South 69° 08' 54" West 321.57 feet;  
North 54° 12' 00" West 104.56 feet;  
North 46° 47' 16" West 146.66 feet to an iron pin on the North margin of Turkey Town Road at a corner between Wade and Boles; thence down a small hollow with Boles  
North 06° 57' 48" East 299.34 feet;



**Commonwealth Land Title Insurance Company**

**SCHEDULE A**

North 40° 19' 00" East 159.44 feet to the intersection of the mail hollow; thence down the main hollow with Boles, Beechboard and Hall as follows:

North 10° 53' 52" 210.53 feet;

North 20° 48' 16" 115.65 feet;

North 74° 59' 45" 103.28 feet;

North 65° 25' 22" West 281.86 feet;

North 33° 24' 22" West 175.47 feet;

North 05° 12' 14" East 295.48 feet;

North 37° 13' 49" East 78.30 feet to a slate spring; thence continuing with the main hollow

North 31° 03' 12" West 99.11 feet;

North 23° 44' 39" West 135.46 feet;

North 07° 52' 36" West 148.88 feet;

North 30° 27' 54" West 217.69 feet;

North 36° 10' 45" West 388.47 feet;

North 23° 49' 41" West 246.77 feet;

North 17° 46' 53" West 148.36 feet to a sycamore at the intersection of 2 hollows; thence with Hall

North 50° 33' 02" West 678.13 feet to an iron pin at the Joe Point Road; thence with the Joe Point Road and Cox's line

North 15° 20' 11" East 228.27 feet;

North 18° 37' 16" West 310.61 feet;

North 19° 41' 13" East 194.97 feet;

North 34° 53' 37" East 434.31 feet;

North 58° 03' 25" East 69.17 feet;

North 26° 02' 28" East 99.71 feet;

North 15° 05' 08" East 93.34 feet;

North 44° 29' 07" East 99.98 feet;

North 32° 13' 21" East 304.24 feet;

North 22° 41' 51" East 199.33 feet;

North 61° 03' 02" East 107.19 feet;

North 71° 11' 13" East 371.35 feet;

North 68° 11' 51" East 133.73 feet;

North 19° 33' 09" West 22.99 feet to a 14" hickory marked as a corner between Wade, Buford, and Cox; thence with Ed Buford and the road

North 36° 11' 52" East 84.93 feet;

North 24° 35' 12" East 314.51 feet to the end of the road; thence down the Joe Pint Road with Ed Buford

North 07° 43' 02" East 96.93 feet;

North 02° 51' 26" East 155.93 feet;

North 12° 39' 29" East 189.33 feet;

North 07° 03' 00" East 96.33 feet;

North 21° 00' 00" East 92.00 feet;





**Commonwealth Land Title Insurance Company**

**SCHEDULE A**

North 03° 06' 13" East 98.39 feet;  
North 20° 18' 47" West 59.49 feet to a marked maple; thence crossing the road and up tarpin Hollow and Davis as follows:  
North 55° 18' 36" East 260.58 feet;  
North 58° 53' 31" East 197.11 feet;  
North 89° 00' 27" East 168.35 feet;  
South 69° 15' 38" East 186.77 feet;  
South 82° 58' 19" East 210.87 feet;  
North 77° 34' 12" East 144.46 feet;  
North 51° 28' 44" East 83.69 feet;  
North 35° 45' 05" East 122.78 feet to a point in Tarpin Hollow with ash pointer; thence leaving the hollow  
North 89° 15' 29" East 608.98 feet to the intersection of the hollow that leads to the Boles place; thence up the hollow  
North 65° 45' 00" East 152.10 feet;  
North 75° 40' 00" East 152.69 feet to a point in the hollow and the State of Tennessee boundary line; thence with the State  
South 26° 32' 54" East 1568.15 feet;  
South 31° 29' 00" East 816.40 feet to a concrete monument on the ridge at a corner between the State, Wade and Walters; thence with Walters line  
South 27° 53' 00" East 534.55 feet to a concrete monument in the hollow at a corner of the State, Wade and Walters; thence with the State  
South 27° 12' 00" East 1292.73 feet to a 16" white oak on the ridge; thence  
South 66° 38' 00" East 935.04 feet to a concrete monument; thence  
South 70° 44' 06" East 1939.04 feet to the point of BEGINNING.

Contains 1157.38 acres more or less.

There is a T. V. A. power line easement across the western portion of this tract. Width of said easement is unknown. The above noted description is further identified by a plat prepared by Tom B. Thaxton, Tennessee Surveyor No. 105, prepared on April 15, 1985 and incorporated as such in this deed and recorded in Plat Book \_\_\_ in Clay County, Tennessee and in Plat Book \_\_\_ in Overton County, Tennessee.

THIS PROPERTY IS SOLD BY GROSS, NOT BY ACRE.

The previous and last conveyance being a deed from Martin L. Turbeville aka Marty Turbeville, individually and as Attorney in Fact for Lori Ann Turbeville, as authorized by Power of Attorney appearing of record in Misc. Book 13, Page 413, in the Register's Office of Overton County, Tennessee and in Misc. Book 9, Page 65, in the Register's Office of Clay County, Tennessee, and David R. Bell, individually and as Attorney in Fact for Mary Bell, as aughorized by Power of Attorney appearing of record in Record Book 118, Page 547, in the Register's Office of Overton County, Tennessee, and in Misc. Book 13, Page 63 in the Register's Office of Clay County, Tennessee, to



**Commonwealth Land Title Insurance Company**

**SCHEDULE B**

File No.: 14-062

Policy Number: 81306-91874848

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Rights or claims or parties in possession not shown by the public record.
2. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
3. Taxes or special assessments, which are not shown as existing liens by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. Easements or claims of easements not shown by the Public Records.
6. Title to coal, oil, gas and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal, oil, gas and other minerals, together with all mining rights and other rights, privileges and immunities relating thereto.
7. Subject to Clay County and Overton County property taxes for 2014, which are neither due nor payable at this time, and the years thereafter. The property is identified on Tax Map 87, as Parcel 11.00— Clay County, and on Map 24, as Parcel 4.00— Overton County.
8. The acreage for this tract of land is calculated at 605 acres in Clay County and 528 acres in Overton County, for a total of 1133 calculated acres. Deed acreage is 1157.38 acres by survey, with a Permanent Easement of 6.163 acres being conveyed to the Town of Livingston, for a balance of 1151.217 acres.
9. There is an Oil and Gas Lease from Larry G. Justice, et al, to National Gas Corporation, dated March 7, 1988 and recorded April 15, 1988 in Lease Book 41, page 719, Register's Office, Overton County, Tennessee; and recorded in Lease Book 28, Page 196, Register's Office, Clay County, Tennessee.
10. There is a Lease Extension regarding the above Oil and Gas Lease which is not dated, but was notarized on July 11, 1988 and recorded July 11, 1988 in book 28, Page 226, Register's Office, Clay County, Tennessee.

Although the information is listed above, this opinion of title is not for oil and gas, and therefore, does not certify as to timber, oil, gas, mineral rights and/or other leases or ownership of such.

11. Although the deed description mentions recorded plats, said plats are not recorded.
12. Subject to Water Line Easement in favor of the Town of Livingston, dated June 8, 1990 and recorded February 11, 1991 in Warranty Deed Book 249, Page 219, Register's Office, Overton County, Tennessee.
13. Subject to a Grant of Transmission Line Easement by deed from Canonja Boles, et al, to the United States of



**Commonwealth Land Title Insurance Company**

**SCHEDULE B**

File No.: 14-062

Policy Number: 81306-91874848

**EXCEPTIONS FROM COVERAGE**

15. Power of Attorney from Lori Ann Turbeville to Martin Turbeville of record in Miscellaneous Book 13, Page 413, Register's Office, Overton County, Tennessee; and in Miscellaneous Book 9, Page 65, Register's Office, Clay County, Tennessee.
16. Power of Attorney from Mary Bell to David R. Bell of record in Record Book 118, Page 547, Register's Office, Overton County, Tennessee; and in Miscellaneous Book 13, Page 63, Register's Office, Clay County, Tennessee.
17. Right-of-Way and Construction Easement to the Town of Livingston, dated October 5, 2008 and recorded November 3, 2006 @ 4:17 p.m. in Warranty Deed Book 87, Page 590, Register's Office, Clay County, Tennessee. Re-recorded to add additional pages to survey, recorded November 9, 2006 @ 2:52 p.m. in Warranty Deed Book 87, Page 604, Register's Office, Overton County, Tennessee, and December 21, 2006 @ 11:54 a.m. in Record Book 27, Page 641, Register's Office, Overton County, Tennessee; Re-recorded due to correction of plats and additional plats that were missing, recorded January 12, 2007 @ 11:13 a.m. in Warranty Deed Book 88, Page 236, Register's Office, Clay County, Tennessee. Partially revised permanent easement dated October 14, 2008 and recorded November 17, 2008 @ 2:43 p.m. in Warranty Deed Book 92, Page 49, Register's Office, Clay County, Tennessee and November 17, 2008 @ 12:14 p.m. in Record Book 59, Page 93, Register's Office, Overton County, Tennessee. Easement Modification Agreement dated August 31, 2007 and recorded September 7, 2007 @ 3:09 p.m. in Record Book 40, Page 401, Register's Office, Overton County, Tennessee.



**THE OFFICER LAW OFFICE**

Julie E. Officer  
John R. Officer  
109 South Court Square-Post Office Box 636  
Livingston, Tennessee 38570-0636  
Tel. 931-823-5657 Fax 931-823-8235

JULIE E. OFFICER  
jeofficer@officerlaw.net

JOHN R. OFFICER  
jrofficer@officerlaw.net

November 21, 2016

Robert I. Thomason, Jr.  
102 South Court Square  
Waverly, TN 38570

Re: Graham Holdings

Dear Mr. Thomason:

Enclosed please find the original recorded documents from Clay and Overton Counties in reference to Graham Holdings. Also, a statement for my services is enclosed, as well as the Endorsement to the title company.

Please call if you need anything further.

Sincerely,

John R. Officer

JRO/lb



**ENDORSEMENT**

File No. 14-062

To be annexed to and form a part of Policy No. 81306-91874848 insuring

Graham Holdings, Inc.

as set forth in said Policy.

The said Policy is hereby amended in the following manner:

Schedule B, Number 6 will be deleted.

There will be no exclusion concerning mineral rights. Numbers 6, 9, 10, 15, and 16 of Schedule B will be deleted.

Affidavit of Ownership and Possession and Termination of Prior Leases dated November 14, 2016 and recorded November 18, 2016 @ 12:05 p.m. in Miscellaneous Book 14, Page 406, Register's Office, Clay County, Tennessee; and recorded November 18, 2016 @ 3:48 p.m. in Record Book 169, Page 488, Register's Office, Overton County, Tennessee.

The total liability of the Company under said policy and any endorsements attached thereto shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the provisions of said policy to pay.

This endorsement is made a part of said policy and is subject to the exclusions, schedules, endorsements, conditions, stipulations and terms thereof, except as modified by the provisions hereof.


Nothing herein contained shall be construed as extending or changing the effective date of said Policy, unless otherwise expressly stated.

IN WITNESS WHEREOF COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the 21<sup>st</sup> day of November, 2016.

Countersigned

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By

  
Julie E. Officer, Agent

Name and Address of Title Insurance Company: Lawyers Title Insurance Corporation  
Attn: Claims Department  
P. O. Box 45023  
Jacksonville, FL 32232-5023

File No.: 14-062

Policy No.: 81306-91874848

Address Reference: Morgan Haney Rd., Cookeville, TN 38506

Date of Policy: July 31, 2014 @ 10:06 a.m.

1. Name of Insured:

Graham Holdings, Inc.

2. The estate or interest in the Land that is encumbered by the Insured Mortgage is: fee simple.

3. Title is vested in:

Graham Holdings, Inc. by Warranty Deed from Martin L. Turbeville aka Marty Turbeville, individually and as Attorney in Fact for Lori Ann Turbeville, as authorized by Power of Attorney appearing of record in Misc. Book 13, Page 413, in the Register's Office of Overton County, Tennessee and in Misc. Book 9, Page 65, in the Register's Office of Clay County, Tennessee, and David R. Bell, individually and as Attorney in Fact for Mary Bell, as authorized by Power of Attorney appearing of record in Record Book 118, Page 547, in the Register's Office of Overton County, Tennessee, and in Misc. Book 13, Page 63 in the Register's Office of Clay County, Tennessee, dated July 30, 2014 and recorded July 31, 2014 @ 10:06 a.m. in Warranty Deed Book 102, Page 308, Register's Office, Clay County, Tennessee; and recorded July 31, 2014 @ 9:02 a.m. in Record Book 137, Page 681, Register's Office, Overton County, Tennessee.

4. The Land referred to in this policy is described as follows:

LYING and being in the 3<sup>rd</sup> Civil District of Clay County, Tennessee; and LYING and being in the 3<sup>rd</sup> Civil District of Overton County, Tennessee, being more particularly described as follows, to-wit:

BEGINNING on an iron pin at a corner of the State of Tennessee and Charlie Brown's Southwest corner; thence with Brown as follows:

South 17° 09' 11" East 148.12 feet;  
South 34° 55' 55" East 161.68 feet;  
South 64° 31' 14" East 90.06 feet;  
South 45° 50' 17" East 93.36 feet;  
South 37° 00' 43" East 355.29 feet;  
South 25° 27' 20" East 87.41 feet to a rock; thence continuing with Brown:  
South 20° 33' 22" East 132.90 feet;  
South 26° 12' 11" East 237.21 feet to a 15" cucumber tree; thence  
South 32° 41' 11" East 188.67 feet to a point on a ridge near the woods road;  
thence South 40° 15' 28" East 341.26 feet to a rock pile; thence South 28° 01'  
52" East 214.08 feet; thence South 49° 21' 18" East 292.11 feet to a sassafras  
tree on a rocky point; thence  
South 16° 29' 22" East 182.23 feet;  
South 12° 00' 37" East 112.63 feet;  
South 24° 52' 27" East 96.15 feet;  
South 27° 46' 55" East 395.02 feet;  
South 31° 56' 17" East 153.03 feet to a rock pile; thence  
South 32° 11' 15" East 233.91 feet;  
South 40° 10' 29" East 95.19 feet;

South 34° 35' 57" East 163.98 feet;  
South 34° 16' 00" East 335.87 feet to an elm tree at the intersection of 2  
branches at a corner of Wade, Brown and Mashers; thence with the Mashers  
line  
South 86° 27' 05" East 167.60 feet to a large oak marked at the edge of the  
abandoned road; thence up the abandoned road South 52° 00' 24" East 142.67  
feet;  
North 50° 03' 36" East 202.88 feet;  
North 58° 37' 58" East 180.21 feet;  
South 72° 33' 12" East 185.68 feet;  
North 56° 41' 59" East 101.04 feet;  
South 72° 18' 09" East 81.88 feet;  
South 43° 00' 21" East 80.64 feet;  
South 55° 05' 35" East 325.58 feet to a rock at the base of a large white oak tree  
at a corner between Wade, Mathers and Coffman; thence with Coffman  
South 06° 28' 55" West 502.00 feet to an iron pin; thence  
South 57° 25' 01" West 216.90 feet to a red oak; thence  
South 77° 14' 14" West 284.72 feet to an iron pin; thence South 36° 41' 10"  
West 319.75 feet to a 12" elm tree; thence  
South 42° 15' 23" West 104.64 feet to a 2" white oak tree; thence  
South 17° 06' 07" West 62.99 feet to a 16 red oak tree; thence South 03° 35' 44"  
East 104.86 feet to an iron pin; thence South 23° 58' 31" East 364.43 feet to an  
iron pin; thence South 04° 32' 33" East 138.88 feet to a 15" Hickory tree; thence  
South 50° 34' 04" West 182.24 feet;  
South 20° 21' 30" West 89.52 feet;  
South 10° 31' 01" West 130.12 feet;  
South 30° 51' 18" West 70.47 feet;  
South 19° 31' 53" West 161.52 feet to the intersection of Mill Creek, at a corner  
between the 5 acre Mill tract, Bilyeu and Wade; thence up the Creek with  
Bilyeu  
South 19° 31' 53" West to a rock pile on the West side of the creek at a corner  
of Wade, Bilyeu and German; thence up the point with German  
South 52° 54' 56" West to a pile of rocks on the point; thence continuing with  
German  
North 71° 39' 00" West 366.31 feet to a hickory tree; thence  
North 21° 19' 56" West 1055.47 feet to an iron pin;  
North 65° 02' 46" West 1495.77 feet to a corner in the hollow between Wade,  
German, and Thorne; thence with Thorne's line North 62° 44' 57" West 710.34  
Feet to a rock in a woods road; thence  
North 35° 45' 00" East 282.44 feet;  
North 31° 50' 00" East 246.06 feet;  
North 32° 30' 00" East 212.93 feet;  
North 32° 15' 00" East 134.54 feet;  
North 21° 30' 00" East 134.54 feet;  
North 23° 05' 00" East 91.40 feet to a hornbeam tree on the point near the foot  
of the hill; thence  
South 56° 59' 00" West 420.07 feet to a tree on the West side of the hollow;  
thence  
North 85° 50' 15" West 1488.25 feet to an iron pin at the edge of the field in an  
"old" wire fence (having passed the corner between Dale and Thorne on the last  
call); thence with the wire fence  
South 49° 53' 21" West 74.51 feet;  
South 11° 02' 22" West 235.88 feet;  
South 63° 45' 47" West 59.54 feet to a point at the hollow; thence down the  
branch  
North 41° 27' 27" West 84.60 feet;

North 04° 46' 38" West 181.58 feet to a 12" elm tree on the east bank of the branch; thence continuing with Dale  
South 85° 10' 42" West 442.38 feet to a 12" oak tree on the ridge; thence  
North 67° 55' 17" West 653.15 feet to a 14" pin oak tree; thence  
North 60° 09' 48" West 132.24 to a corner between Wade, Foust and Dale;  
thence with Foust line North 16° 23' 28" West 166.12 feet to a 2" maple tree;  
thence North 22° 31' 13" East 805.20 feet to a 3" maple tree at the Northeast corner of Ledbetter's field (having passed the corner between Foust and Ledbetter in the last call); thence continuing with Ledbetter North 25° 52' 14" East 176.41 feet to an iron pin; thence North 55° 14' 30" West 331.76 feet to an 18" maple; thence  
North 05° 08' 37" West 417.18 feet to a 14" chestnut oak; thence North 20° 32' 20" West 379.22 feet to a 14" poplar; thence  
North 84° 36' 16" West 372.62 feet to an 8" maple; thence North 34° 21' 46" West 408.56 feet to an iron pin on the ridge; thence  
South 13° 38' 26" West 1089.01 feet to an iron pin on the ridge; thence  
South 70° 73' 10" West 99.39 feet to a 4" white oak thence  
South 11° 35' 48" West 1021.77 feet to a 20" red oak; thence  
South 61° 14' 15" West 108.76 feet to an 8" red oak; thence crossing the branch  
South 79° 28' 44" West 184.67 feet to a 10" walnut; thence South 87° 25' 50" West 570.08 feet to a 20" Beech; thence  
North 55° 11' 58" West 289.67 feet to a 6" maple in the hollow of a corner of Wade, Ledbetter and Tidwell; thence with Tidwell  
North 48° 10' 31" East 254.30 feet to a 4" beech; thence  
North 84° 00' 58" East 206.27 feet to a 12" red oak; thence  
North 30° 40' 58" East 203.47 feet to a 1" maple; thence  
North 00° 27' 19" East 116.42 feet to a 3" sassafras; thence  
North 71° 22' 49" West 350.39 feet to a 6" maple; thence  
South 82° 00' 25" West 91.52 feet to a 2" maple thence  
North 67° 52' 52" West 232.58 feet to a 38" beech at the hollow; thence up the hollow  
South 45° 37' 06" West 486.52 feet to an iron pin at the Turkey Town Road; thence with said road as follows:  
North 28° 46' 39" West 106.64 feet;  
South 85° 13' 37" West 160.31 feet;  
South 59° 36' 17" West 96.07 feet;  
South 49° 56' 06" West 94.74 feet;  
South 50° 59' 00" West 299.74 feet;  
South 35° 19' 44" West 103.66 feet;  
South 34° 58' 33" West 103.43 feet;  
South 53° 57' 06" West 163.23 feet;  
South 69° 08' 54" West 321.57 feet;  
North 54° 12' 00" West 104.56 feet;  
North 46° 47' 16" West 146.66 feet to an iron pin on the North margin of Turkey Town Road at a corner between Wade and Boles; thence down a small hollow with Boles  
North 06° 57' 48" East 299.34 feet;  
North 17° 25' 42" East 291.14 feet;  
North 25° 27' 22" East 82.92 feet;

## Commonwealth Land Title Insurance Company

### SCHEDULE A

North 40° 19' 00" East 159.44 feet to the intersection of the mail hollow; thence down the main hollow with Boles, Beechboard and Hall as follows:

North 10° 53' 52" 210.53 feet;

North 20° 48' 16" 115.65 feet;

North 74° 59' 45" 103.28 feet;

North 65° 25' 22" West 281.86 feet;

North 33° 24' 22" West 175.47 feet;

North 05° 12' 14" East 295.48 feet;

North 37° 13' 49" East 78.30 feet to a slate spring; thence continuing with the main hollow

North 31° 03' 12" West 99.11 feet;

North 23° 44' 39" West 135.46 feet;

North 07° 52' 36" West 148.88 feet;

North 30° 27' 54" West 217.69 feet;

North 36° 10' 45" West 388.47 feet;

North 23° 49' 41" West 246.77 feet;

North 17° 46' 53" West 148.36 feet to a sycamore at the intersection of 2 hollows; thence with Hall

North 50° 33' 02" West 678.13 feet to an iron pin at the Joe Point Road; thence with the Joe Point Road and Cox's line

North 15° 20' 11" East 228.27 feet;

North 18° 37' 16" West 310.61 feet;

North 19° 41' 13" East 194.97 feet;

North 34° 53' 37" East 434.31 feet;

North 58° 03' 25" East 69.17 feet;

North 26° 02' 28" East 99.71 feet;

North 15° 05' 08" East 93.34 feet;

North 44° 29' 07" East 99.98 feet;

North 32° 13' 21" East 304.24 feet;

North 22° 41' 51" East 199.33 feet;

North 61° 03' 02" East 107.19 feet;

North 71° 11' 13" East 371.35 feet;

North 68° 11' 51" East 133.73 feet;

North 19° 33' 09" West 22.99 feet to a 14" hickory marked as a corner between Wade, Buford, and Cox; thence with Ed Buford and the road

North 36° 11' 52" East 84.93 feet;

North 24° 35' 12" East 314.51 feet to the end of the road; thence down the Joe Pint Road with Ed Buford

North 07° 43' 02" East 96.93 feet;

North 02° 51' 26" East 155.93 feet;

North 12° 39' 29" East 189.33 feet;

North 07° 03' 00" East 96.33 feet;

North 21° 00' 00" East 92.00 feet;

North 36° 00' 00" East 111.00 feet;

North 40° 00' 00" East 77.00 feet to an iron pin at a walnut stump near the Mill Creek; thence South 75° 11' 53" East 79.73 feet to a point in Mill Creek near the Wade House; thence

North 32° 30' 30" East 76.57 feet to a walnut on the North side of the drive to the Wade house; thence with the Ed Buford line

North 05° 50' 34" East 188.02 feet;

North 10° 05' 22" West 127.23 feet;

North 00° 16' 55" East 41.17 feet;

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

Schedule A consists of 5 page(s)

**Commonwealth Land Title Insurance Company**  
**SCHEDULE A**

North 03° 06' 13" East 98.39 feet;  
 North 20° 18' 47" West 59.49 feet to a marked maple; thence crossing the road and up tarpin Hollow and Davis as follows:  
 North 55° 18' 36" East 260.58 feet;  
 North 58° 53' 31" East 197.11 feet;  
 North 89° 00' 27" East 168.35 feet;  
 South 69° 15' 38" East 186.77 feet;  
 South 82° 58' 19" East 210.87 feet;  
 North 77° 34' 12" East 144.46 feet;  
 North 51° 28' 44" East 83.69 feet;  
 North 35° 45' 05" East 122.78 feet to a point in Tarpin Hollow with ash pointer; thence leaving the hollow  
 North 89° 15' 29" East 608.98 feet to the intersection of the hollow that leads to the Boles place; thence up the hollow  
 North 65° 45' 00" East 152.10 feet;  
 North 75° 40' 00" East 152.69 feet to a point in the hollow and the State of Tennessee boundary line; thence with the State  
 South 26° 32' 54" East 1568.15 feet;  
 South 31° 29' 00" East 816.40 feet to a concrete monument on the ridge at a corner between the State, Wade and Walters; thence with Walters line  
 South 27° 53' 00" East 534.55 feet to a concrete monument in the hollow at a corner of the State, Wade and Walters; thence with the State  
 South 27° 12' 00" East 1292.73 feet to a 16" white oak on the ridge; thence  
 South 66° 38' 00" East 935.04 feet to a concrete monument; thence  
 South 70° 44' 06" East 1939.04 feet to the point of BEGINNING.

Contains 1157.38 acres more or less.

There is a T. V. A. power line easement across the western portion of this tract. Width of said easement is unknown. The above noted description is further identified by a plat prepared by Tom B. Thaxton, Tennessee Surveyor No. 105, prepared on April 15, 1985 and incorporated as such in this deed and recorded in Plat Book \_\_\_ in Clay County, Tennessee and in Plat Book \_\_\_ in Overton County, Tennessee.

**THIS PROPERTY IS SOLD BY GROSS, NOT BY ACRE.**

The previous and last conveyance being a deed from Martin L. Turbeville aka Marty Turbeville, individually and as Attorney in Fact for Lori Ann Turbeville, as authorized by Power of Attorney appearing of record in Misc. Book 13, Page 413, in the Register's Office of Overton County, Tennessee and in Misc. Book 9, Page 65, in the Register's Office of Clay County, Tennessee, and David R. Bell, individually and as Attorney in Fact for Mary Bell, as aughorized by Power of Attorney appearing of record in Record Book 118, Page 547, in the Register's Office of Overton County, Tennessee, and in Misc. Book 13, Page 63 in the Register's Office of Clay County, Tennessee, to Graham Holdings, Inc., of record in Warranty Deed Book 102, Page 308, Register's Office, Clay County, Tennessee; and in Record Book 137, Page 681, Register's Office, Overton County, Tennessee.

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

Schedule A consists of 5 page(s)

**Commonwealth Land Title Insurance Company**  
**SCHEDULE B**

File No.: 14-062

Policy Number: 81306-91874848

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Rights or claims or parties in possession not shown by the public record.
2. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
3. Taxes or special assessments, which are not shown as existing liens by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. Easements or claims of easements not shown by the Public Records.
6. Title to coal, oil, gas and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal, oil, gas and other minerals, together with all mining rights and other rights, privileges and immunities relating thereto.
7. Subject to Clay County and Overton County property taxes for 2014, which are neither due nor payable at this time, and the years thereafter. The property is identified on Tax Map 87, as Parcel 11.00— Clay County, and on Map 24, as Parcel 4.00— Overton County.
8. The acreage for this tract of land is calculated at 605 acres in Clay County and 528 acres in Overton County, for a total of 1133 calculated acres. Deed acreage is 1157.38 acres by survey, with a Permanent Easement of 6.163 acres being conveyed to the Town of Livingston, for a balance of 1151.217 acres.
9. There is an Oil and Gas Lease from Larry G. Justice, et al, to National Gas Corporation, dated March 7, 1988 and recorded April 15, 1988 in Lease Book 41, page 719, Register's Office, Overton County, Tennessee; and recorded in Lease Book 28, Page 196, Register's Office, Clay County, Tennessee.
10. There is a Lease Extension regarding the above Oil and Gas Lease which is not dated, but was notarized on July 11, 1988 and recorded July 11, 1988 in book 28, Page 226, Register's Office, Clay County, Tennessee.

Although the information is listed above, this opinion of title is not for oil and gas, and therefore, does not certify as to timber, oil, gas, mineral rights and/or other leases or ownership of such.

11. Although the deed description mentions recorded plats, said plats are not recorded.
12. Subject to Water Line Easement in favor of the Town of Livingston, dated June 8, 1990 and recorded February 11, 1991 in Warranty Deed Book 249, Page 219, Register's Office, Overton County, Tennessee.
13. Subject to a Grant of Transmission Line Easement by deed from Canopia Boles, et al, to the United States of American by Grant of Easement recorded on August 28, 1942 @ 1:15 p.m. in Warranty Deed Book 3, Page 469, Register's Office, Clay County, Tennessee.
14. There is a T. V. A. power line easement across the western portion of this tract. Width of said easement is unknown.

**Commonwealth Land Title Insurance Company**  
**SCHEDULE B**

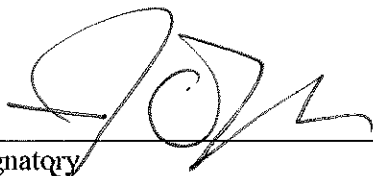
File No.: 14-062

Policy Number: 81306-91874848

**EXCEPTIONS FROM COVERAGE**

15. Power of Attorney from Lori Ann Turbeville to Martin Turbeville of record in Miscellaneous Book 13, Page 413, Register's Office, Overton County, Tennessee; and in Miscellaneous Book 9, Page 65, Register's Office, Clay County, Tennessee.
16. Power of Attorney from Mary Bell to David R. Bell of record in Record Book 118, Page 547, Register's Office, Overton County, Tennessee; and in Miscellaneous Book 13, Page 63, Register's Office, Clay County, Tennessee.
17. Right-of-Way and Construction Easement to the Town of Livingston, dated October 5, 2006 and recorded November 3, 2006 @ 4:17 p.m. in Warranty Deed Book 87, Page 590, Register's Office, Clay County, Tennessee. Re-recorded to add additional pages to survey, recorded November 9, 2006 @ 2:52 p.m. in Warranty Deed Book 87, Page 604, Register's Office, Overton County, Tennessee, and December 21, 2006 @ 11:54 a.m. in Record Book 27, Page 641, Register's Office, Overton County, Tennessee; Re-recorded due to correction of plats and additional plats that were missing, recorded January 12, 2007 @ 11:13 a.m. in Warranty Deed Book 88, Page 236, Register's Office, Clay County, Tennessee. Partially revised permanent easement dated October 14, 2008 and recorded November 17, 2008 @ 2:43 p.m. in Warranty Deed Book 92, Page 49, Register's Office, Clay County, Tennessee and November 17, 2008 @ 12:14 p.m. in Record Book 59, Page 93, Register's Office, Overton County, Tennessee. Easement Modification Agreement dated August 31, 2007 and recorded September 7, 2007 @ 3:09 p.m. in Record Book 40, Page 401, Register's Office, Overton County, Tennessee.

Countersigned



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



<b>Overton (067)</b>	Jan 1 Owner	Current Owner	<b>MILL CREEK LN</b>				
<b>Tax Year 2024   Reappraisal 2020</b>	DRY MILL CREEK LLC	145 JOHN DAVENPORT DR	Ctrl Map:	Group:	Parcel:	PI:	SI:
	145 JOHN DAVENPORT DR	ROME GA 30165	024		004.00		000
	ROME GA 30165						

**Value Information**

Land Market Value:	\$646,500
Improvement Value:	\$0
Total Market Appraisal:	\$646,500
Assessment Percentage:	25%
Assessment:	\$161,625

**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> R01
<b>District:</b> 03	<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
------------	------	-------------	-------

**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
12/28/2016	\$0	171	1		ES - EASEMENT	-
11/10/2016	\$0	169	490		QC - QUITCLAIM DEED	-
7/30/2014	\$868,035	137	681	V - VACANT	WD - WARRANTY DEED	M - PHYSICAL DIFFERENCE
3/11/2013	\$0	118	548		-	-
10/14/2008	\$0	59	93		-	-
8/31/2007	\$0	40	401		-	-
10/5/2006	\$0	27	641		-	-
4/15/2002	\$800,000	300	315	V - VACANT	WD - WARRANTY DEED	T - TIMBER OR MINERAL
9/15/1999	\$529,500	288	81	V - VACANT	WD - WARRANTY DEED	P - MULTIPLE PARCELS
7/30/1999	\$346,270	287	326	V - VACANT	WD - WARRANTY DEED	P - MULTIPLE PARCELS
7/30/1999	\$446,800	287	334	V - VACANT	WD - WARRANTY DEED	P - MULTIPLE PARCELS
1/28/1997	\$0	276	72		-	-
11/9/1993	\$0	261	69		-	-
2/18/1986	\$0	224	589		-	-

**Land Information**

<b>Deed Acres: 0</b>		<b>Calculated Acres: 528</b>		<b>Total Land Units: 528</b>	
Land Code				Soil Class	Units
62 - WOODLAND 2				P	428.00
62 - WOODLAND 2				A	70.00
54 - PASTURE				G	30.00

Clay (014)

Tax Year 2024 | Reappraisal 2022

Jan 1 Owner  
 DRY MILL CREEK LLC  
 145 JOHN DAVENPORT DR NW  
 ROME GA 30165

Current Owner  
 145 JOHN DAVENPORT DR NW  
 ROME GA 30165

DRY MILL CREEK RD

Ctrl Map:	Group:	Parcel:	PI:	SI:
087		011.00		000

**Value Information**

Land Market Value: \$976,800  
 Improvement Value: \$62,100  
 Total Market Appraisal: \$1,038,900  
 Assessment Percentage: 25%  
 Assessment: \$259,725

**Additional Information**

**General Information**

Class: 10 - Farm  
 City #:  
 Special Service District 1: 000  
 District: 03  
 Number of Buildings: 0  
 Utilities - Water/Sewer: 01 - PUBLIC / PUBLIC  
 Utilities - Gas/Gas Type: 00 - NONE

City:  
 Special Service District 2: 000  
 Neighborhood: R01  
 Number of Mobile Homes: 1  
 Utilities - Electricity: 01 - PUBLIC  
 Zoning:

**Outbuildings & Yard Items**

Building #	Type	Description	Units
1	PBN - POLE BARN	72 X 96	6,912
1	MH4 - MOBILE HOME CLASS 4	24X60	1,440

**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
11/17/2016	\$0	106	573		QC - QUITCLAIM DEED	-
7/30/2014	\$868,035	102	308	I - IMPROVED	WD - WARRANTY DEED	A - ACCEPTED
3/11/2013	\$0	99	594		-	-
10/14/2008	\$0	92	49		-	-
4/15/2002	\$800,000	77	79	I - IMPROVED	WD - WARRANTY DEED	P - MULTIPLE PARCELS
9/15/1999	\$529,500	71	311	I - IMPROVED	WD - WARRANTY DEED	M - PHYSICAL DIFFERENCE
7/30/1999	\$346,270	71	107	I - IMPROVED	WD - WARRANTY DEED	P - MULTIPLE PARCELS
7/30/1999	\$0	71	115		-	-
2/24/1997	\$0	65	403		-	-
1/28/1997	\$0	65	247		-	-
11/2/1993	\$0	58	624		-	-

**Land Information**

**Deed Acres: 0** **Calculated Acres: 605** **Total Land Units: 605**

Land Code	Soil Class	Units
54 - PASTURE	A	47.00
62 - WOODLAND 2	A	171.00
62 - WOODLAND 2	P	386.00
04 - IMP SITE		1.00

TOWN OF LIVINGSTON, TENNESSEE  
PARTIALLY REVISED PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the mutual benefits deemed part of the easement granted by Dr. Robert Davis and Nicole Davis is hereby revised:

The attached map represents a replacement of Sheet 1 of 9 which shows the "As Built" location of the raw water line and replaces Sheet 1 of 9 previously recorded as a part of Exhibit "A" in Record Book: WD88, pages 236-240 at the Register's Office in Clay County, Tennessee. The revised legal description is hereby included. The TOWN OF LIVINGSTON hereby releases the portion of the original easement not covered by this revision.

All the benefits and responsibility contained in the original easement are hereby made a part of this revision.

For the grantors:

[Signature]  
Robert Davis, M.D.  
[Signature]  
Nicole P. Davis

STATE Tennessee COUNTY Overton

Sworn to before me this 17<sup>th</sup> of November, 2008

By William Curtis Hayes

Comm. Exp. 7-28-2010 Notary Kelly R. Wilkins

For the Town of Livingston:

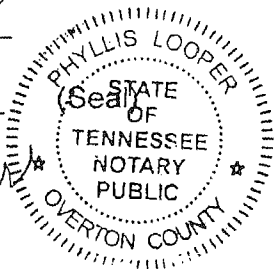
[Signature]  
William Curtis Hayes, Jr., Mayor

STATE Tennessee COUNTY Overton

Sworn to before me this 4 of October, 2008

By \_\_\_\_\_

Comm. Exp. 2/23/2010 Notary Phyllis Looper



1831 - Revised 08/21/2006  
"As Built" Revisions 10/09/2008  
Livingston, Tennessee

**Revised Easement**

Exhibit "A"  
Collective

Partially Revised PERMANENT EASEMENT

Robert Davis, M.D.

Clay County Tax Map 87 - Parcel 11  
Overton County Tax Map 24 - Parcel 4

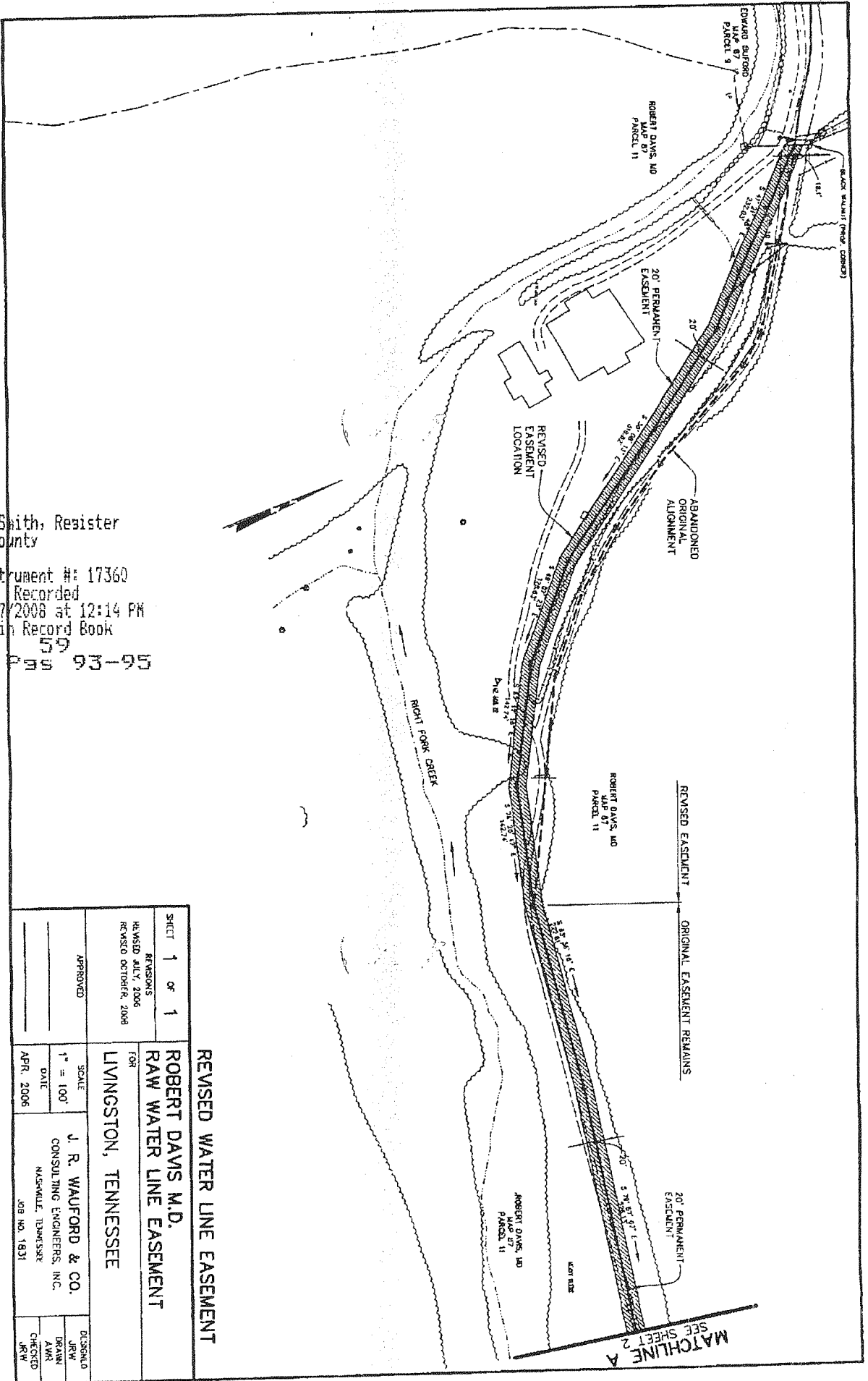
Beginning at a point on the proposed raw water survey baseline, said point being located on the boundary of lands owned by subject owner and the right-of-way of Dry Mill Creek Road approximately 18.1 feet southwest of a 16" black walnut tree in said boundary line; thence along proposed raw water survey baseline S41°21'48"E 232.03 feet; thence S36°08'13"E 319.82 feet; thence S49°07'23"E 128.63 feet; thence S62°12'16"E 142.74 feet; thence S76°28'17"E 142.74 feet; (continuing with the original easement) thence S83°36'18"E 222.81 feet; thence S79°57'07"E 526.13 feet; thence S70°39'29"E 475.21 feet; thence S57°53'59"E 673.07 feet; thence S52°10'44"E 492.02 feet; thence S23°51'50"E 177.87 feet; thence S33°20'47"E 245.15 feet; thence S43°51'26"E 334.39 feet; thence S31°17'27"E 399.41 feet to the Clay County/Overton County line; thence continuing S31°17'27"E 35.96 feet; thence S27°53'40"E 768.42 feet; thence S21°12'28"E 877.17 feet; thence S49°53'09"E 570.51 feet; thence S49°04'28"E 865.26 feet; thence S47°53'31"E 555.89 feet; thence S68°10'28"E 835.66 feet; thence S53°37'18"E 493.08 feet; thence S69°41'01"E 332.62 feet; thence S43°00'35"E 594.79 feet; thence S12°55'54"E 628.31 feet; thence S16°01'34"E 347.91 feet; thence S28°41'24"E 258.52 feet; thence S62°43'40"E 445.53 feet; thence S38°22'26"E 95.07 feet; thence crossing Right Fork Creek S59°17'55"E 230.52 feet; thence S38°52'16"E 531.16 feet; thence S11°46'38"E 138.51 feet; thence S5°45'07"W 280.87 feet; thence S9°32'06"W 9.84 feet to the boundary of lands owned by subject owner and Jason Levoy approximately 381.7 feet southeast of an existing iron pin in said boundary line. Said strip of land shall extend 10 feet on the left side and 10 feet on the right side of said centerline, containing 6.163 acres, more or less.

This easement description is not intended to be a boundary survey and is taken from the survey performed for project design.

Franklin D. "Peck" Smith, Register  
 Overton County

Rec #: 12492  
 Rec'd: 15.00  
 State: 0.00  
 Clerk: 0.00  
 EDP: 2.00  
 Total: 17.00

Instrument #: 17360  
 Recorded  
 11/17/2008 at 12:14 PM  
 in Record Book  
 59  
 Pgs 93-95



SHEET 1 OF 1 REVISIONS REVISED JULY, 2006 REVISED OCTOBER, 2008		APPROVED _____ SCALE 1" = 100' DATE APR. 2006		J. R. WAUFORD & CO. CONSULTING ENGINEERS, INC. NASHVILLE, TENNESSEE JOB NO. 1831		DISSEMINATED DRAWN JRW AMR CHECKED JRW	
REVISED WATER LINE EASEMENT FOR ROBERT DAVIS M.D. RAW WATER LINE EASEMENT IN LIVINGSTON, TENNESSEE				TITLE BLOCK			

WD92/49

TOWN OF LIVINGSTON, TENNESSEE  
PARTIALLY REVISED PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the mutual benefits deemed part of the easement granted by Dr. Robert Davis and Nicole Davis is hereby revised:

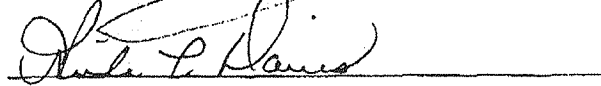
The attached map represents a replacement of Sheet 1 of 9 which shows the "As Built" location of the raw water line and replaces Sheet 1 of 9 previously recorded as a part of Exhibit "A" in Record Book: WD88, pages 236-240 at the Register's Office in Clay County, Tennessee. The revised legal description is hereby included. The TOWN OF LIVINGSTON hereby releases the portion of the original easement not covered by this revision.

All the benefits and responsibility contained in the original easement are hereby made a part of this revision.

For the grantors:



Robert Davis, M.D.



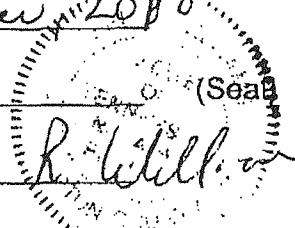
Nicole P. Davis

STATE Tennessee COUNTY Overton

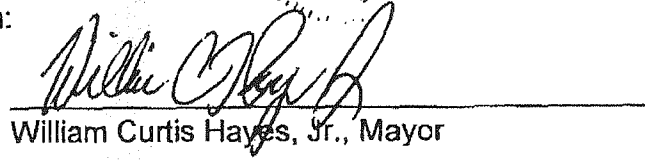
Sworn to before me this 17<sup>th</sup> of November, 2008

By William Curtis Hayes

Comm. Exp. 7-28-2010 Notary Kelly R. Williams



For the Town of Livingston:

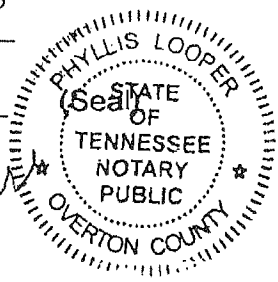
  
William Curtis Hayes, Jr., Mayor

STATE Tennessee COUNTY Overton

Sworn to before me this 14 of October, 2008

By \_\_\_\_\_

Comm. Exp. 2/23/2010 , Notary Phyllis Looper



BK/PG: WD92/49-51  
08001282

3 PGS: AL - EASEMENT	
BRENDA BATCH: 6783	
11/17/2008 - 02:43:38 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	17.00

STATE OF TENNESSEE, CLAY COUNTY  
BRENDA BROWNING  
REGISTER OF DEEDS



1831 - Revised 08/21/2006  
"As Built" Revisions 10/09/2008  
Livingston, Tennessee

**Revised Easement**

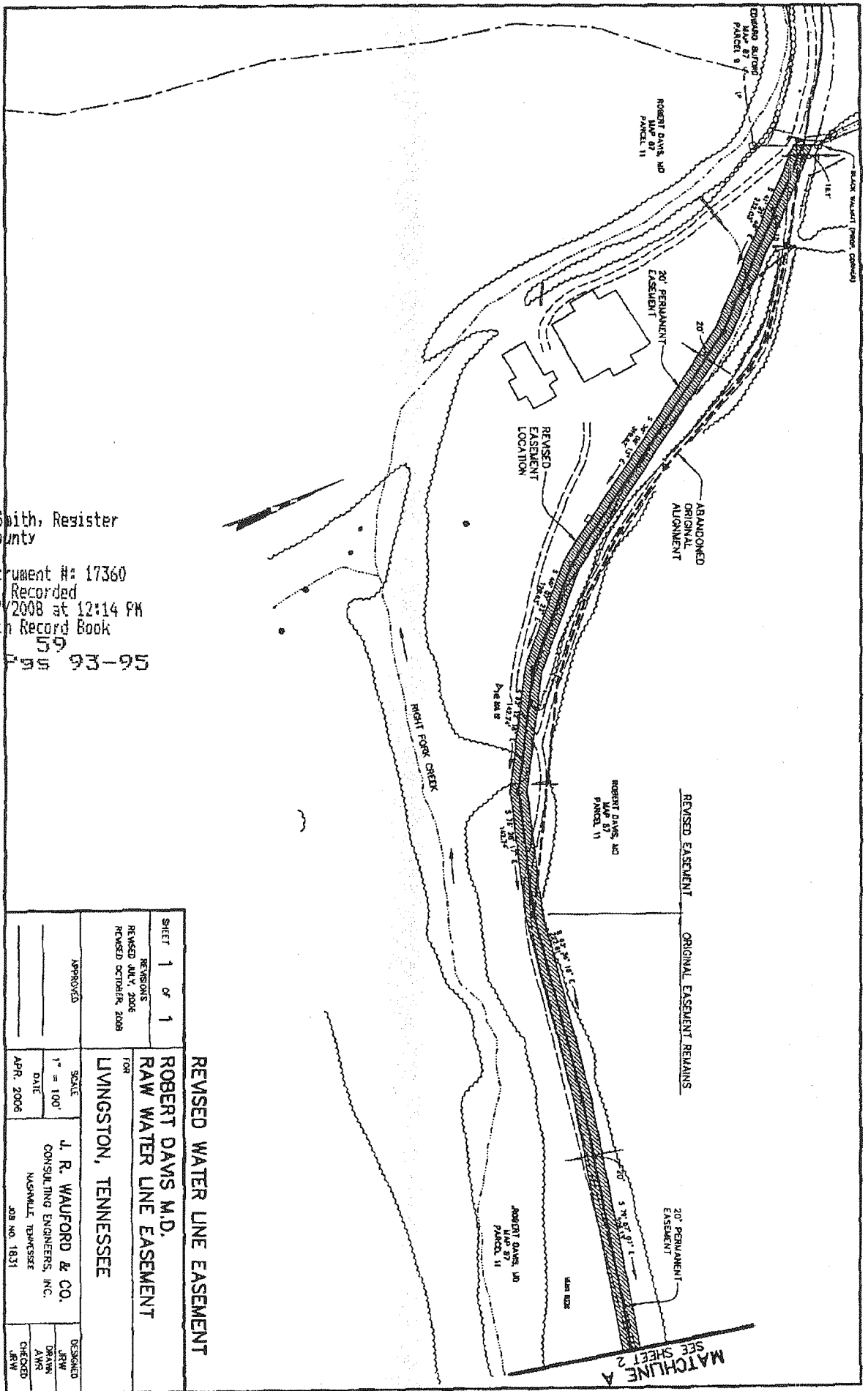
Exhibit "A"  
Collective

Partially Revised PERMANENT EASEMENT

Robert Davis, M.D.  
Clay County Tax Map 87 - Parcel 11  
Overton County Tax Map 24 - Parcel 4

Beginning at a point on the proposed raw water survey baseline, said point being located on the boundary of lands owned by subject owner and the right-of-way of Dry Mill Creek Road approximately 18.1 feet southwest of a 16" black walnut tree in said boundary line; thence along proposed raw water survey baseline S41°21'48"E 232.03 feet; thence S36°08'13"E 319.82 feet; thence S49°07'23"E 128.63 feet; thence S62°12'16"E 142.74 feet; thence S76°28'17"E 142.74 feet; (continuing with the original easement) thence S83°36'18"E 222.81 feet; thence S79°57'07"E 526.13 feet; thence S70°39'29"E 475.21 feet; thence S57°53'59"E 673.07 feet; thence S52°10'44"E 492.02 feet; thence S23°51'50"E 177.87 feet; thence S33°20'47"E 245.15 feet; thence S43°51'26"E 334.39 feet; thence S31°17'27"E 399.41 feet to the Clay County/Overton County line; thence continuing S31°17'27"E 35.96 feet; thence S27°53'40"E 768.42 feet; thence S21°12'28"E 877.17 feet; thence S49°53'09"E 570.51 feet; thence S49°04'28"E 865.26 feet; thence S47°53'31"E 555.89 feet; thence S68°10'28"E 835.66 feet; thence S53°37'18"E 493.08 feet; thence S69°41'01"E 332.62 feet; thence S43°00'35"E 594.79 feet; thence S12°55'54"E 628.31 feet; thence S16°01'34"E 347.91 feet; thence S28°41'24"E 258.52 feet; thence S62°43'40"E 445.53 feet; thence S38°22'26"E 95.07 feet; thence crossing Right Fork Creek S59°17'55"E 230.52 feet; thence S38°52'16"E 531.16 feet; thence S11°46'38"E 138.51 feet; thence S5°45'07"W 280.87 feet; thence S9°32'06"W 9.84 feet to the boundary of lands owned by subject owner and Jason Levoy approximately 381.7 feet southeast of an existing iron pin in said boundary line. Said strip of land shall extend 10 feet on the left side and 10 feet on the right side of said centerline, containing 6.163 acres, more or less.

This easement description is not intended to be a boundary survey and is taken from the survey performed for project design.



Franklin D. "Peck" Smith, Register  
Overton County

Rec #: 12492  
 Rec'd: 15.00  
 State: 0.00  
 Clerk: 0.00  
 EDP: 2.00  
 Total: 17.00

Instrument #: 17360  
 Recorded  
 11/17/2008 at 12:14 PM  
 in Record Book  
 59  
 Pg 93-95

SHEET 1 OF 1		REVISED JULY, 2006 REVISED OCTOBER, 2008	
APPROVED		DESIGNED	
SCALE 1" = 100'		J. R. WAUFORD & CO. CONSULTING ENGINEERS, INC. NASHVILLE, TENNESSEE JOB NO. 1831	
DATE APR. 2006		DRAWN AW	
		CHECKED JRW	
<b>REVISED WATER LINE EASEMENT</b> <b>FOR</b> <b>ROBERT DAVIS M.D.</b> <b>RAW WATER LINE EASEMENT</b> <b>LIVINGSTON, TENNESSEE</b>			

WD88/236

TOWN OF LIVINGSTON, TENNESSEE

RIGHT-OF-WAY AND CONSTRUCTION EASEMENT

KNOW ALL MEAN BY THESE PRESENTS

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to:

**DR. ROBERT DAVIS AND NICOLE P. DAVIS**

hereinafter referred to as GRANTOR, by the TOWN OF LIVINGSTON, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR, does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, it's successors and assigns, a temporary easement and permanent easement with right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove a RAW WATER LINE WHICH IS THE PROPERTY OF THE GRANTEE over, across, and through the land of the GRANTOR situated in OVERTON COUNTY, AND CLAY COUNTY, STATE OF TENNESSEE, said land being described as follows:

OVERTON COUNTY, PARCEL #4 MAP# 24

CLAY COUNTY, PARCEL #11 MAP #87

The said easements are more particularly described as shown by EXHIBIT A which is attached hereto and made a part hereof.

The TOWN OF LIVINGSTON agrees to require its servants, agents, and/or contractors to protect and restore said property to a condition similar or equal to that existing at the commencement of construction of said raw water line. Connections to said raw water line for potable water service are not permitted.

To have and to hold said easement to the TOWN OF LIVINGSTON, its successors, and assigns forever, I/we do hereby covenant with said that I am/we are lawfully seized and possessed of said land in fee simple and have a good right to make this conveyance.

The portion or parcel of land which contains the above temporary construction easement is to remain the property of the undersigned and may be used by the undersigned for any purpose desired after the construction of said water line is completed.

*[Signature]*

*[Signature]*

STATE TENNESSEE COUNTY KNOX  
Sworn to before me this 5<sup>th</sup> of October, 2006  
By Mark S. Rutherford (Seal)  
Comm. Exp. 3-8-2008, Notary



Re recording due to correction of  
plots and additional plots that were  
missing. (MLB)

BK/PG: WD88/236-240  
07001855

5 PGS : AL - RERECORD EASEMENT	
BRENDA BATCH: 4150	
01/12/2007 ~ 11:13:19 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	25.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	27.00

STATE OF TENNESSEE, CLAY COUNTY

**BRENDA BROWNING**  
REGISTER OF DEEDS

"Exhibit A"  
Collective

1831 - Revised 08/21/2006  
Livingston, Tennessee

PERMANENT EASEMENT

Robert Davis, M.D.  
Clay County Tax Map 87 - Parcel 11  
Overton County Tax Map 24 - Parcel 4

Beginning at a point on the proposed raw water survey baseline, said point being located on the boundary of lands owned by subject owner and the right-of-way of Dry Mill Creek Road approximately 17.14 feet southwest of a 16" black walnut tree in said boundary line; thence along proposed raw water survey baseline S59°26'37"E 114.63 feet; thence S56°31'07"E 108.88 feet; thence S39°42'49"E 41.04 feet; thence S28°27'10"E 150.36 feet; thence S34°03'44"E 91.20 feet; thence S42°03'21"E 86.23 feet; thence S50°03'50"E 96.77 feet; thence S63°27'25"E 274.15 feet; thence S83°36'18"E 222.81 feet; thence S79°57'07"E 526.13 feet; thence S70°39'29"E 475.21 feet; thence S57°53'59"E 673.07 feet; thence S52°10'44"E 492.02 feet; thence S23°51'50"E 177.87 feet; thence S33°20'47"E 245.15 feet; thence S43°51'26"E 334.39 feet; thence S31°17'27"E 399.41 feet to the Clay County/Overton County line; thence continuing S31°17'27"E 35.96 feet; thence S27°53'40"E 768.42 feet; thence S21°12'28"E 877.17 feet; thence S49°53'09"E 570.51 feet; thence S49°04'28"E 865.26 feet; thence S47°53'31"E 555.89 feet; thence S68°10'28"E 835.66 feet; thence S53°37'18"E 493.08 feet; thence S69°41'01"E 332.62 feet; thence S43°00'35"E 594.79 feet; thence S12°55'54"E 628.31 feet; thence S16°01'34"E 347.91 feet; thence S28°41'24"E 258.52 feet; thence S62°43'40"E 445.53 feet; thence S38°22'26"E 95.07 feet; thence crossing Right Fork Creek S59°17'55"E 230.52 feet; thence S38°52'16"E 531.16 feet; thence S11°46'38"E 138.51 feet; thence S5°45'07"W 280.87 feet; thence S9°32'06"W 9.84 feet to the boundary of lands owned by subject owner and Jason Levoy approximately 381.7 feet southeast of an existing iron pin in said boundary line. Said strip of land shall extend 10 feet on the left side and 10 feet on the right side of said centerline, containing 6.163 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT

In addition, a temporary construction easement is granted for ingress and egress being generally 80 feet wide as limited by improvements, topographic features and environmental permits.

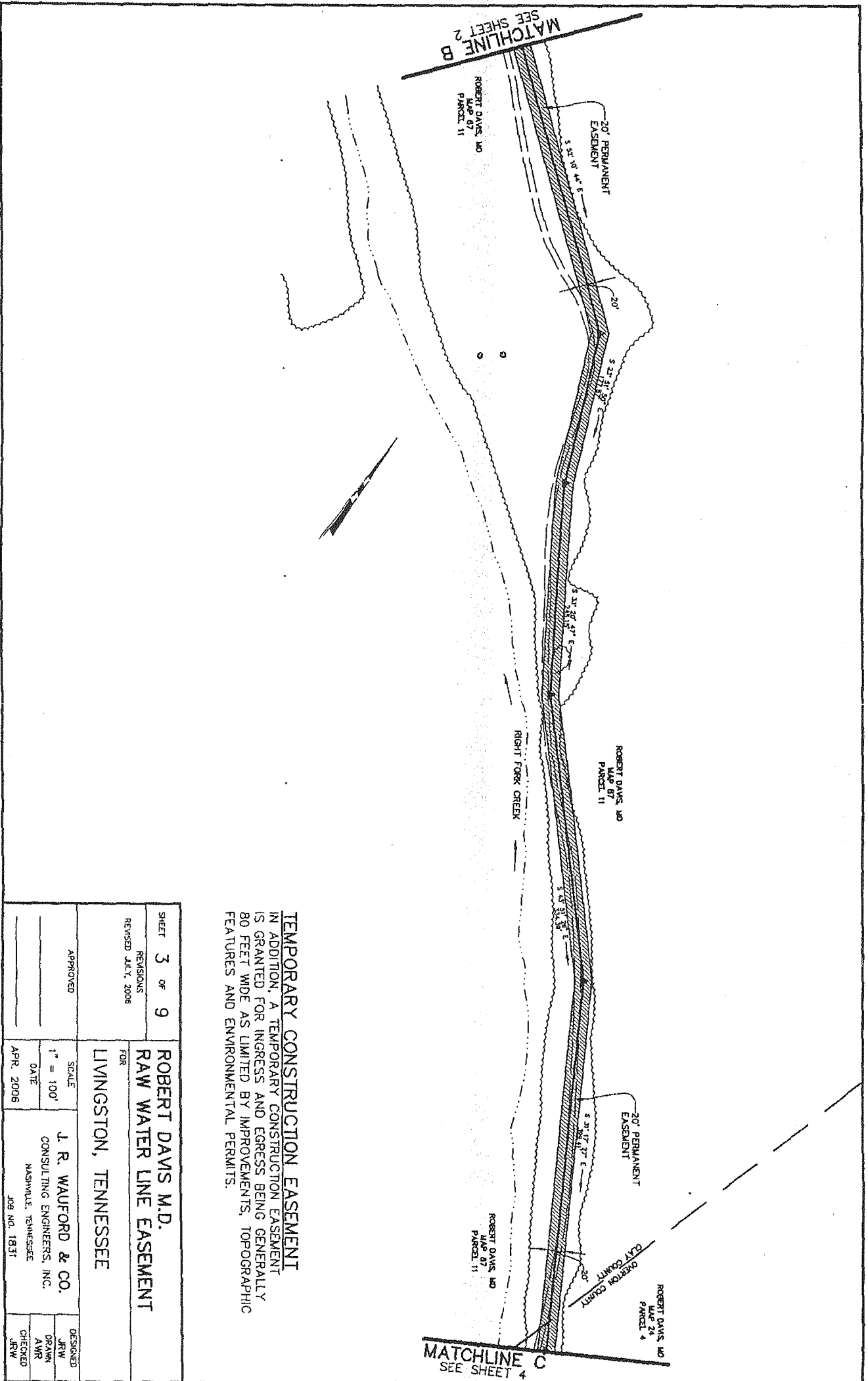
This easement description is not intended to be a boundary survey and is taken from the survey performed for project design.

BK/PG:WD87/590-592

06001520

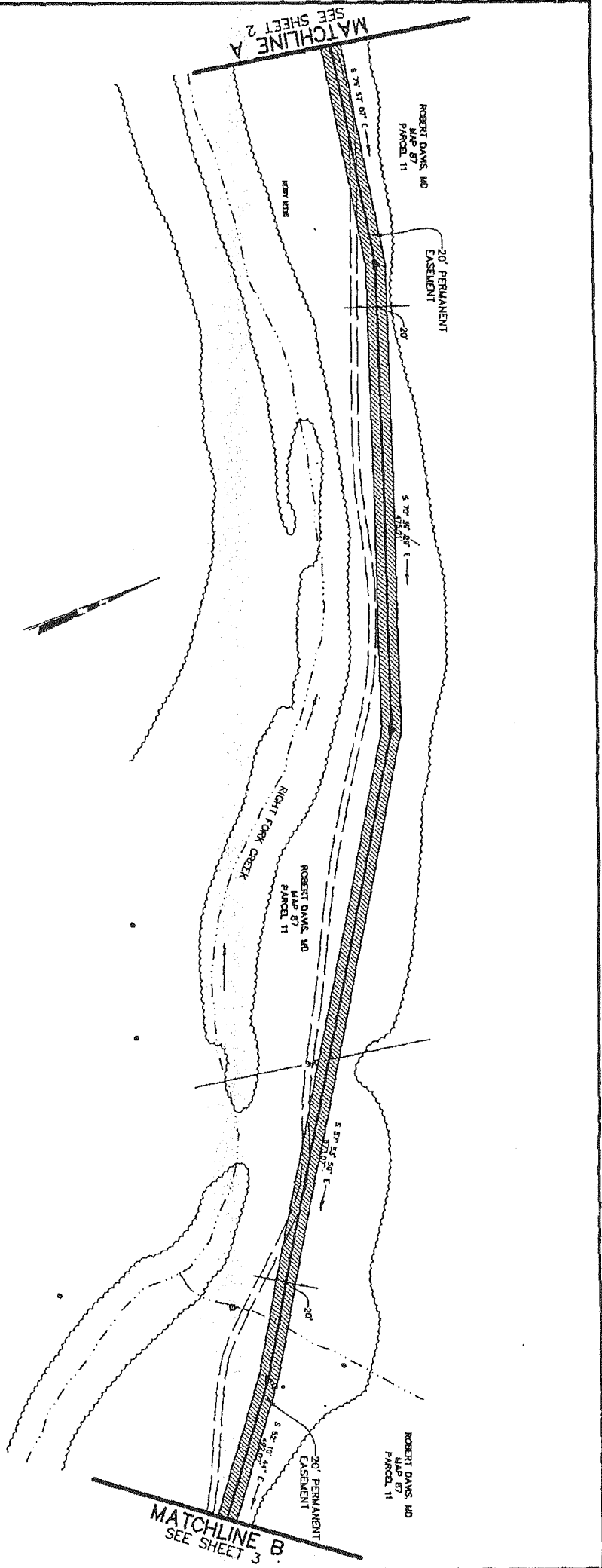
3 PGS - AL - RIGHT OF WAY	
BRENDA BRONNING 1852	
11/03/2006 - 04:17:56 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	17.00

STATE OF TENNESSEE, CLAY COUNTY  
BRENDA BRONNING  
REGISTER OF DEEDS



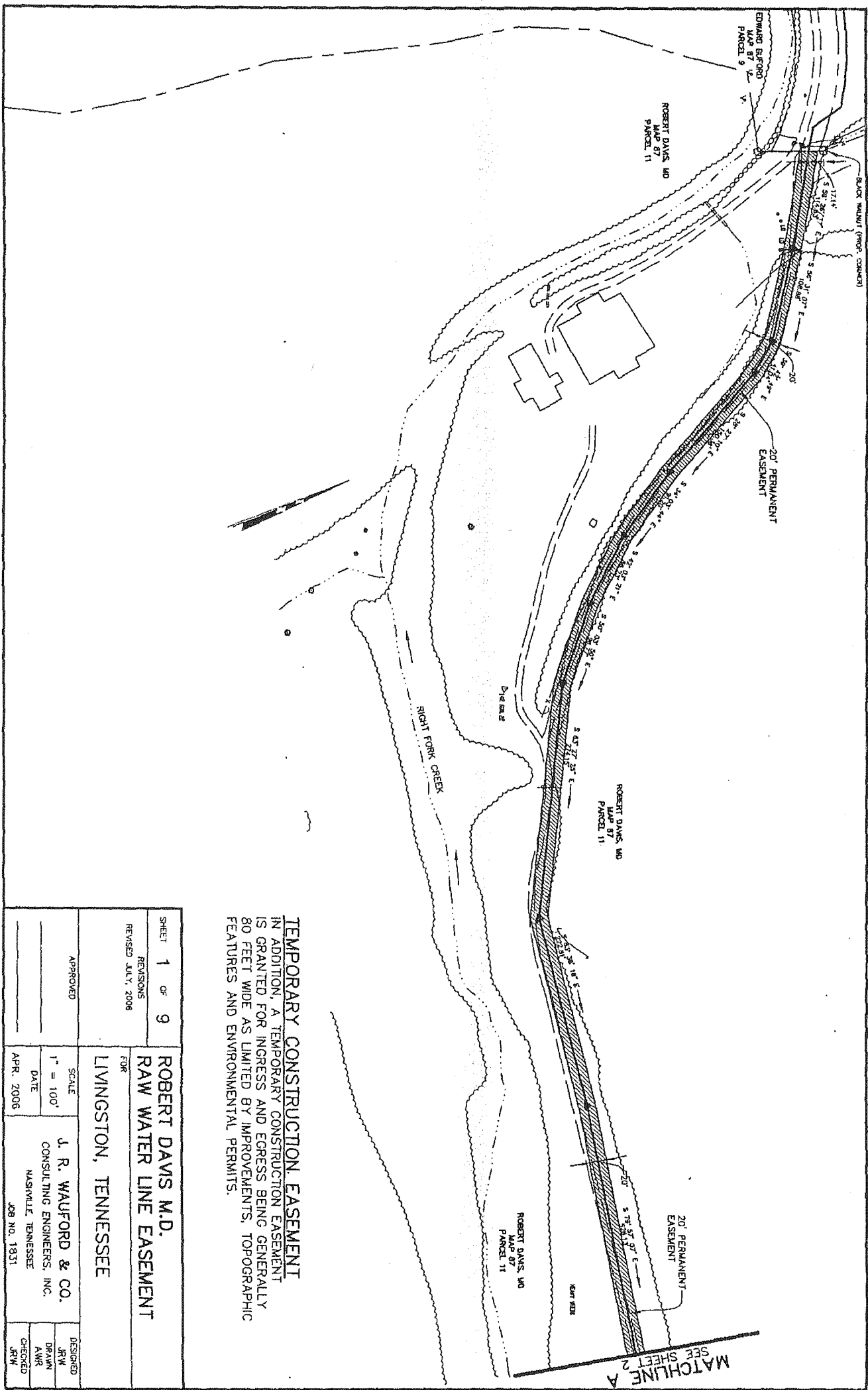
**TEMPORARY CONSTRUCTION EASEMENT**  
 IN ADDITION, A TEMPORARY CONSTRUCTION EASEMENT IS GRANTED FOR INGRESS AND EGRESS BEING GENERALLY 80 FEET WIDE AS LIMITED BY IMPROVEMENTS, TOPOGRAPHIC FEATURES AND ENVIRONMENTAL PERMITS.

SHEET 3 OF 9		ROBERT DAVIS M.D.		DESIGNED	
REVISED JULY, 2006		RAW WATER LINE EASEMENT		DRAWN	
FOR		LIVINGSTON, TENNESSEE		AMR	
APPROVED		SCALE		CHECKED	
		1" = 100'		JRW	
		DATE		DRAWN	
		APR. 2006		AMR	
		J. R. WAUFORD & CO.		CHECKED	
		CONSULTING ENGINEERS, INC.		JRW	
		NASHVILLE, TENNESSEE			
		JOB NO. 1831			



**TEMPORARY CONSTRUCTION EASEMENT**  
 IN ADDITION, A TEMPORARY CONSTRUCTION EASEMENT  
 IS GRANTED FOR INGRESS AND EGRESS BEING GENERALLY  
 80 FEET WIDE AS LIMITED BY IMPROVEMENTS, TOPOGRAPHIC  
 FEATURES AND ENVIRONMENTAL PERMITS.

SHEET 2 OF 9		ROBERT DAVIS M.D.	
REVISED JULY, 2006		FOR RAW WATER LINE EASEMENT	
APPROVED		LIVINGSTON, TENNESSEE	
SCALE	DATE	J. R. WAUFORD & CO. CONSULTING ENGINEERS, INC. NASHVILLE, TENNESSEE JOB NO. 1831	DESIGNED
1" = 100'	APR. 2006		JRW
			DRAWN
			AWR
			CHECKED
			JRW



**TEMPORARY CONSTRUCTION EASEMENT**  
 IN ADDITION, A TEMPORARY CONSTRUCTION EASEMENT IS GRANTED FOR INGRESS AND EGRESS BEING GENERALLY 80 FEET WIDE AS LIMITED BY IMPROVEMENTS, TOPOGRAPHIC FEATURES AND ENVIRONMENTAL PERMITS.

SHEET 1 OF 9		ROBERT DAVIS M.D.		DESIGNED
REVISIONS		RAW WATER LINE EASEMENT		DRAWN
REVISED JULY, 2006		FOR		AWR
APPROVED		LIVINGSTON, TENNESSEE		CHECKED
SCALE		J. R. WAUFORD & CO.		JRW
1" = 100'		CONSULTING ENGINEERS, INC.		AWR
DATE		NASHVILLE, TENNESSEE		JRW
APR. 2006		JOB NO. 1831		

Rerecorded to add additional pages to survey.

TOWN OF LIVINGSTON, TENNESSEE

RIGHT-OF-WAY AND CONSTRUCTION EASEMENT

KNOW ALL MEAN BY THESE PRESENTS

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to:

**DR. ROBERT DAVIS AND NICOLE P. DAVIS**

hereinafter referred to as GRANTOR, by the TOWN OF LIVINGSTON, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR, does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, it's successors and assigns, a temporary easement and permanent easement with right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove a RAW WATER LINE WHICH IS THE PROPERTY OF THE GRANTEE over, across, and through the land of the GRANTOR situated in OVERTON COUNTY, AND CLAY COUNTY, STATE OF TENNESSEE, said land being described as follows:

OVERTON COUNTY, PARCEL #4 MAP# 24

CLAY COUNTY, PARCEL #11 MAP #87

The said easements are more particularly described as shown by EXHIBIT A which is attached hereto and made a part hereof.

The TOWN OF LIVINGSTON agrees to require its servants, agents, and/or contractors to protect and restore said property to a condition similar or equal to that existing at the commencement of construction of said raw water line. Connections to said raw water line for potable water service are not permitted.

To have and to hold said easement to the TOWN OF LIVINGSTON, its successors, and assigns forever, I/we do hereby covenant with said that I am/we are lawfully seized and possessed of said land in fee simple and have a good right to make this conveyance.

The portion or parcel of land which contains the above temporary construction easement is to remain the property fo the undersigned and may be used by the undersigned for any purpose desired after the construction of said water line is completed.

[Signature]

Paul P. Davis

STATE TENNESSEE COUNTY KNOX

Sworn to before me this 5<sup>th</sup> of October, 2006

By Mark S. Rutherford (Seal)

Comm. Exp. 3-8-2008, Notary





"Exhibit A"  
Collective

1831 - Revised 08/21/2006  
Livingston, Tennessee

PERMANENT EASEMENT

Robert Davis, M.D.  
Clay County Tax Map 87 - Parcel 11  
Overton County Tax Map 24 - Parcel 4

Beginning at a point on the proposed raw water survey baseline, said point being located on the boundary of lands owned by subject owner and the right-of-way of Dry Mill Creek Road approximately 17.14 feet southwest of a 16" black walnut tree in said boundary line; thence along proposed raw water survey baseline S59°26'37"E 114.63 feet; thence S56°31'07"E 108.88 feet; thence S39°42'49"E 41.04 feet; thence S28°27'10"E 150.36 feet; thence S34°03'44"E 91.20 feet; thence S42°03'21"E 86.23 feet; thence S50°03'50"E 96.77 feet; thence S63°27'25"E 274.15 feet; thence S83°36'18"E 222.81 feet; thence S79°57'07"E 526.13 feet; thence S70°39'29"E 475.21 feet; thence S57°53'59"E 673.07 feet; thence S52°10'44"E 492.02 feet; thence S23°51'50"E 177.87 feet; thence S33°20'47"E 245.15 feet; thence S43°51'26"E 334.39 feet; thence S31°17'27"E 399.41 feet to the Clay County/Overton County line; thence continuing S31°17'27"E 35.96 feet; thence S27°53'40"E 768.42 feet; thence S21°12'28"E 877.17 feet; thence S49°53'09"E 570.51 feet; thence S49°04'28"E 865.26 feet; thence S47°53'31"E 555.89 feet; thence S68°10'28"E 835.66 feet; thence S53°37'18"E 493.08 feet; thence S69°41'01"E 332.62 feet; thence S43°00'35"E 594.79 feet; thence S12°55'54"E 628.31 feet; thence S16°01'34"E 347.91 feet; thence S28°41'24"E 258.52 feet; thence S62°43'40"E 445.53 feet; thence S38°22'26"E 95.07 feet; thence crossing Right Fork Creek S59°17'55"E 230.52 feet; thence S38°52'16"E 531.16 feet; thence S11°46'38"E 138.51 feet; thence S5°45'07"W 280.87 feet; thence S9°32'06"W 9.84 feet to the boundary of lands owned by subject owner and Jason Levoy approximately 381.7 feet southeast of an existing iron pin in said boundary line. Said strip of land shall extend 10 feet on the left side and 10 feet on the right side of said centerline, containing 6.163 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT

In addition, a temporary construction easement is granted for ingress and egress being generally 80 feet wide as limited by improvements, topographic features and environmental permits.

This easement description is not intended to be a boundary survey and is taken from the survey performed for project design.

BK/PG:WD87/604-614

06001541

11 PGS : AL - RE RECORDED EASEMENT	
BRENDA BATCH: 3873	
11/09/2006 - 02:52:36 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	55.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	57.00

STATE OF TENNESSEE, CLAY COUNTY

BRENDA BROWNING  
REGISTER OF DEEDS

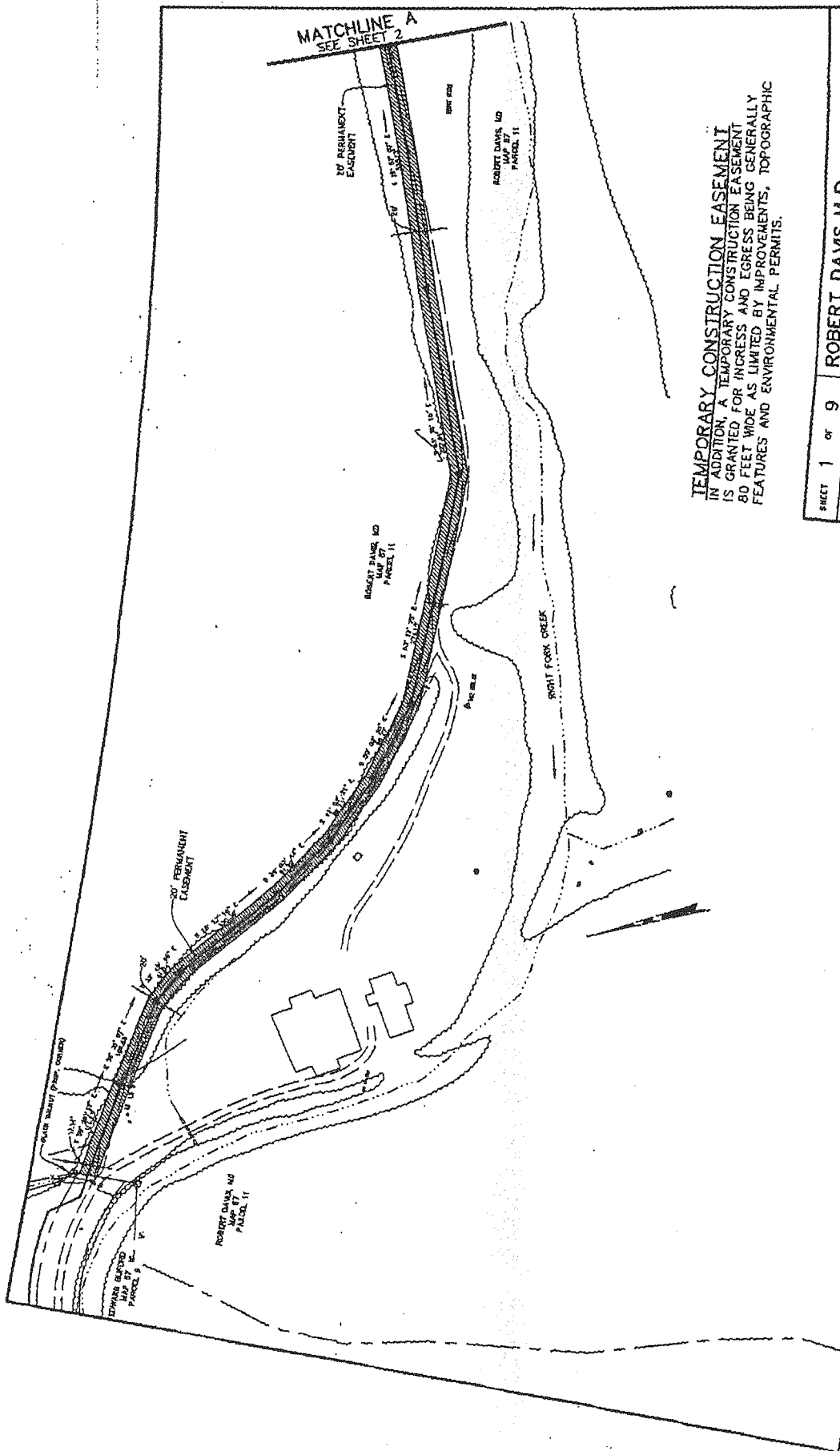
BK/PG:WD87/590-592

06001520

3 PGS : AL - RIGHT OF WAY	
BRENDA BATCH: 3852	
11/03/2006 - 04:17:56 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	17.00

STATE OF TENNESSEE, CLAY COUNTY

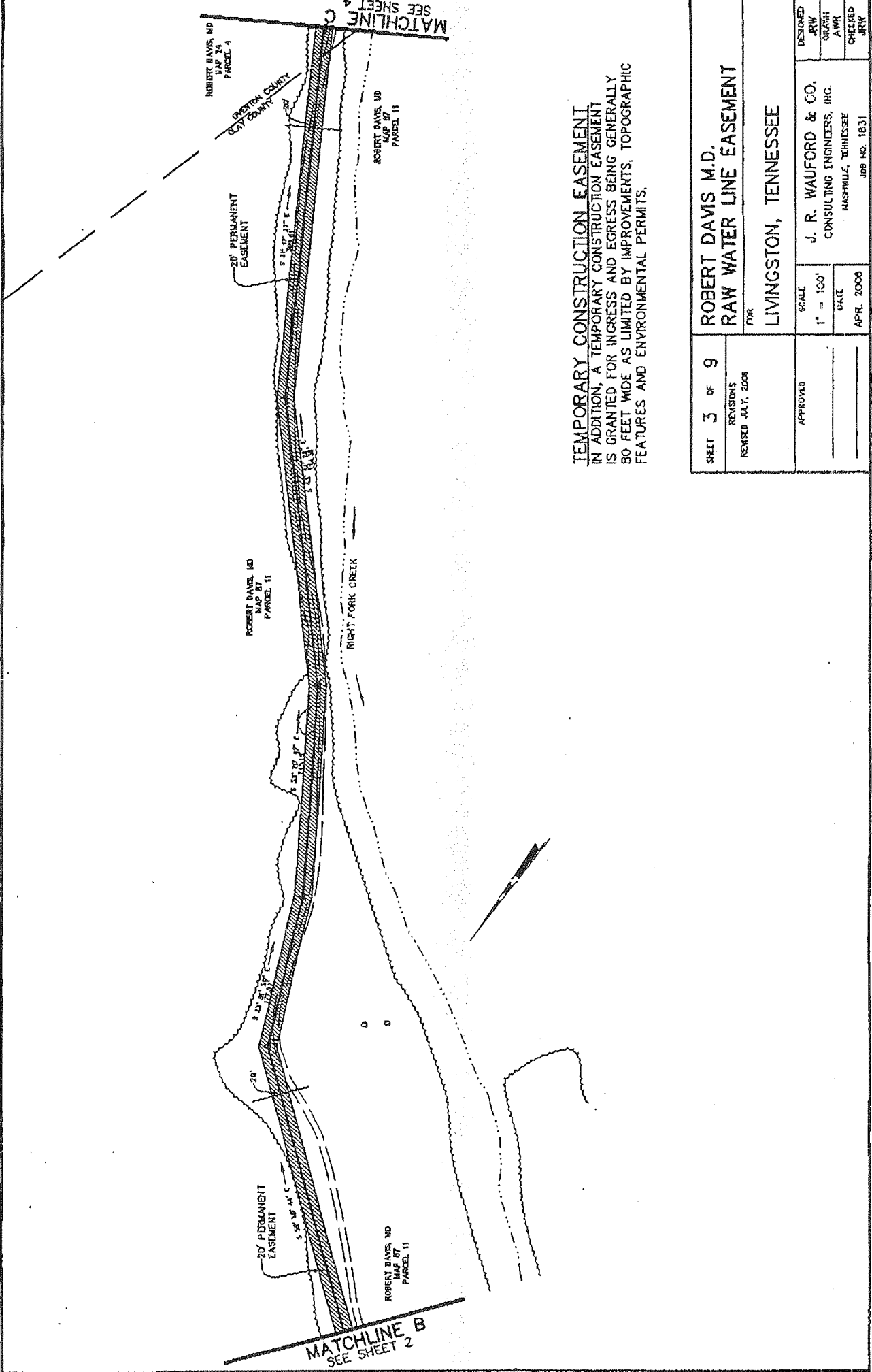
BRENDA BROWNING  
REGISTER OF DEEDS



**TEMPORARY CONSTRUCTION EASEMENT**  
 IN ADDITION, A TEMPORARY CONSTRUCTION EASEMENT  
 IS GRANTED FOR INGRESS AND EGRESS BEING GENERALLY  
 80 FEET WIDE AS LIMITED BY IMPROVEMENTS, TOPOGRAPHIC  
 FEATURES AND ENVIRONMENTAL PERMITS.

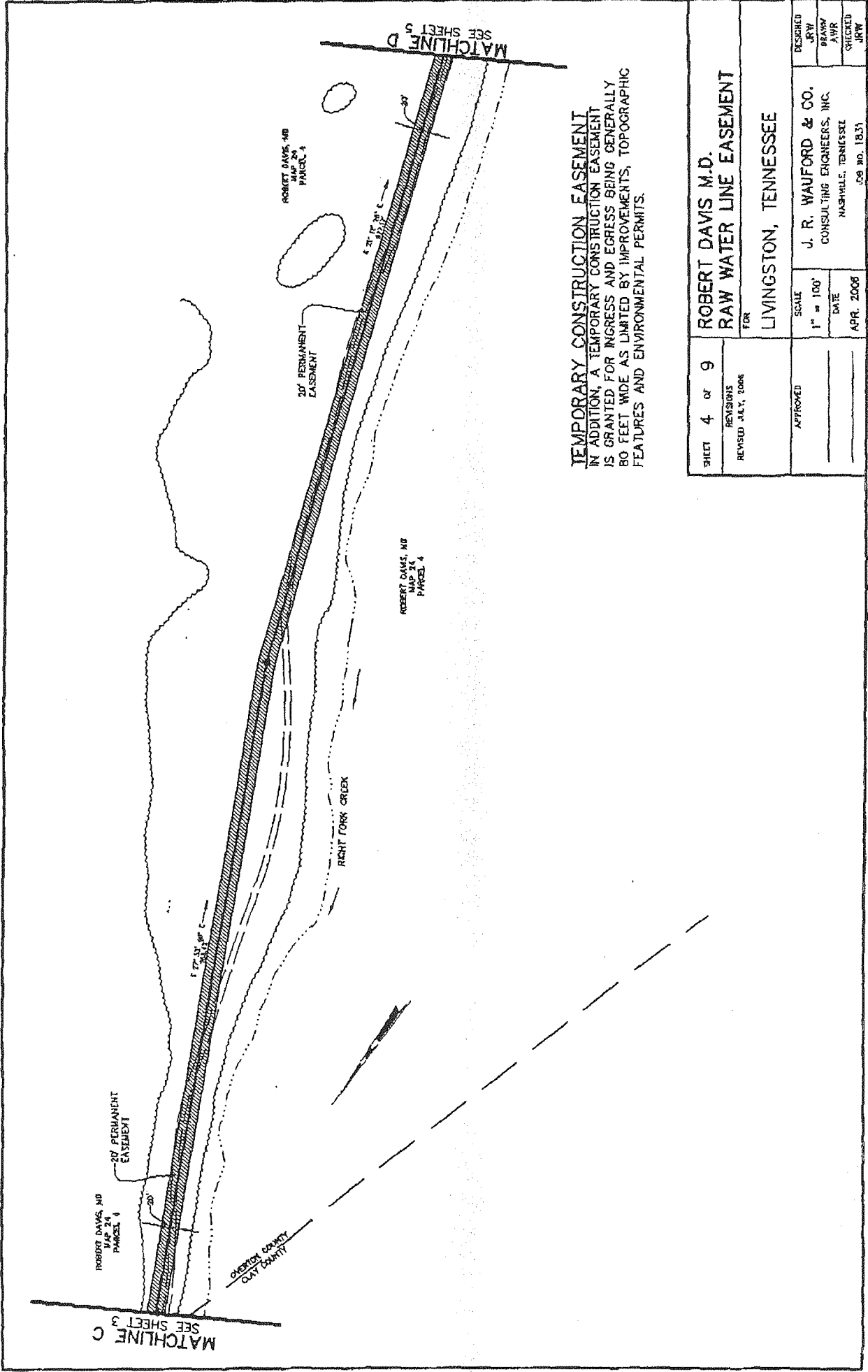
SHEET 1 OF 9		REVISIONS		REVISIONS		REVISIONS	
REVISED JULY, 2006		REVISED JULY, 2006		REVISED JULY, 2006		REVISED JULY, 2006	
APPROVED				SCALE		DESIGNED	
				1" = 100'		JRW	
				DATE		CHECKED	
				APR. 2006		JRW	
<b>ROBERT DAMS M.D.</b> <b>RAW WATER LINE EASEMENT</b> <b>LIVINGSTON, TENNESSEE</b>							
J. R. WAUFORD & CO. CONSULTING ENGINEERS, INC. NASHVILLE, TENNESSEE						JOB NO. 1631	





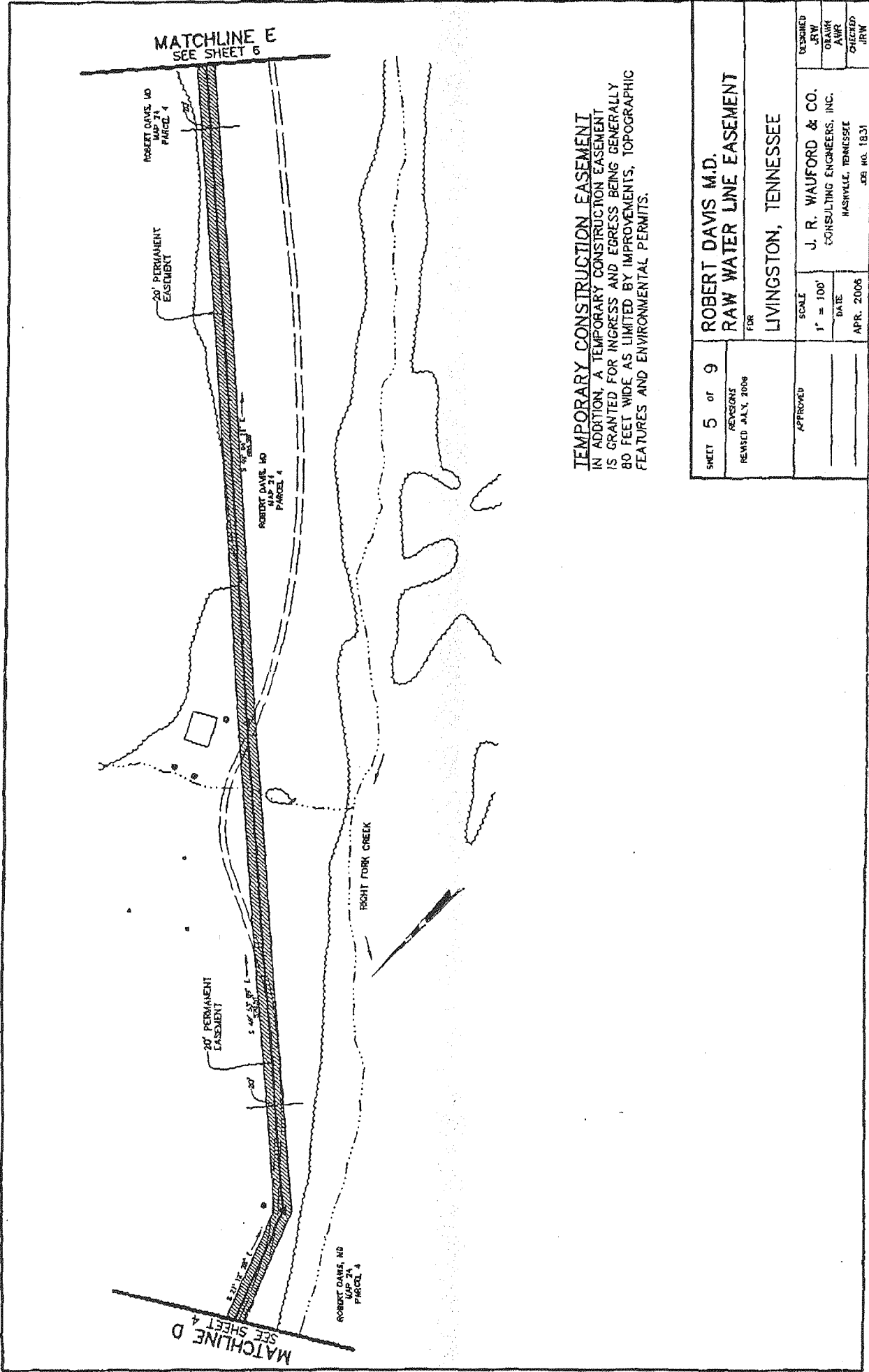
**TEMPORARY CONSTRUCTION EASEMENT**  
 IN ADDITION, A TEMPORARY CONSTRUCTION EASEMENT  
 IS GRANTED FOR INGRESS AND EGRESS BEING GENERALLY  
 80 FEET WIDE AS LIMITED BY IMPROVEMENTS, TOPOGRAPHIC  
 FEATURES AND ENVIRONMENTAL PERMITS.

SHEET 3 OF 9		ROBERT DAVIS M.D.		DESIGNED JRW	
REVISIONS REVISED JULY, 2008		RAW WATER LINE EASEMENT		CHECKED AWR	
APPROVED		FOR LIVINGSTON, TENNESSEE		DRAWN AWR	
		SCALE 1" = 100'		J. R. WAUFORD & CO., CONSULTING ENGINEERS, INC.	
		DATE APR. 2008		NASHVILLE, TENNESSEE	
				JOB NO. 1831	
				CHECKED JRW	



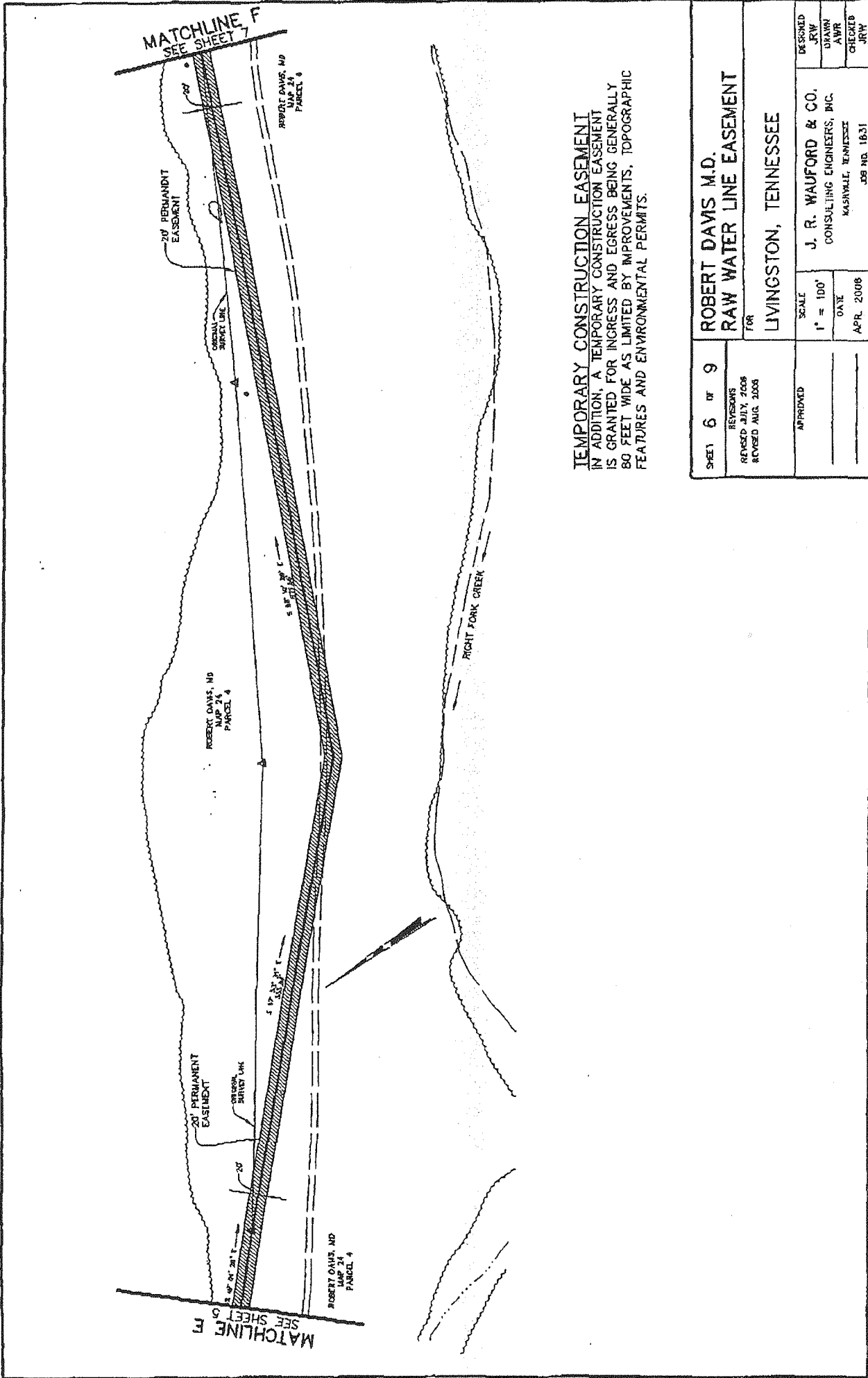
**TEMPORARY CONSTRUCTION EASEMENT**  
 IN ADDITION, A TEMPORARY CONSTRUCTION EASEMENT  
 IS GRANTED FOR INGRESS AND EGRESS BEING GENERALLY  
 80 FEET WIDE AS LIMITED BY IMPROVEMENTS, TOPOGRAPHIC  
 FEATURES AND ENVIRONMENTAL PERMITS.

SHEET 4 of 9		ROBERT DAVIS M.D.		DESIGNED	
REVISIONS		RAW WATER LINE EASEMENT		JRW	
REVISED JULY, 2006		FOR		DRAWN	
APPROVED		LIVINGSTON, TENNESSEE		AWR	
				CHECKED	
				JRW	
		SCALE		JOB NO. 1831	
		1" = 100'		J. R. WAUFORD & CO.	
		DATE		CONSULTING ENGINEERS, INC.	
		APR. 2006		NASHVILLE, TENNESSEE	



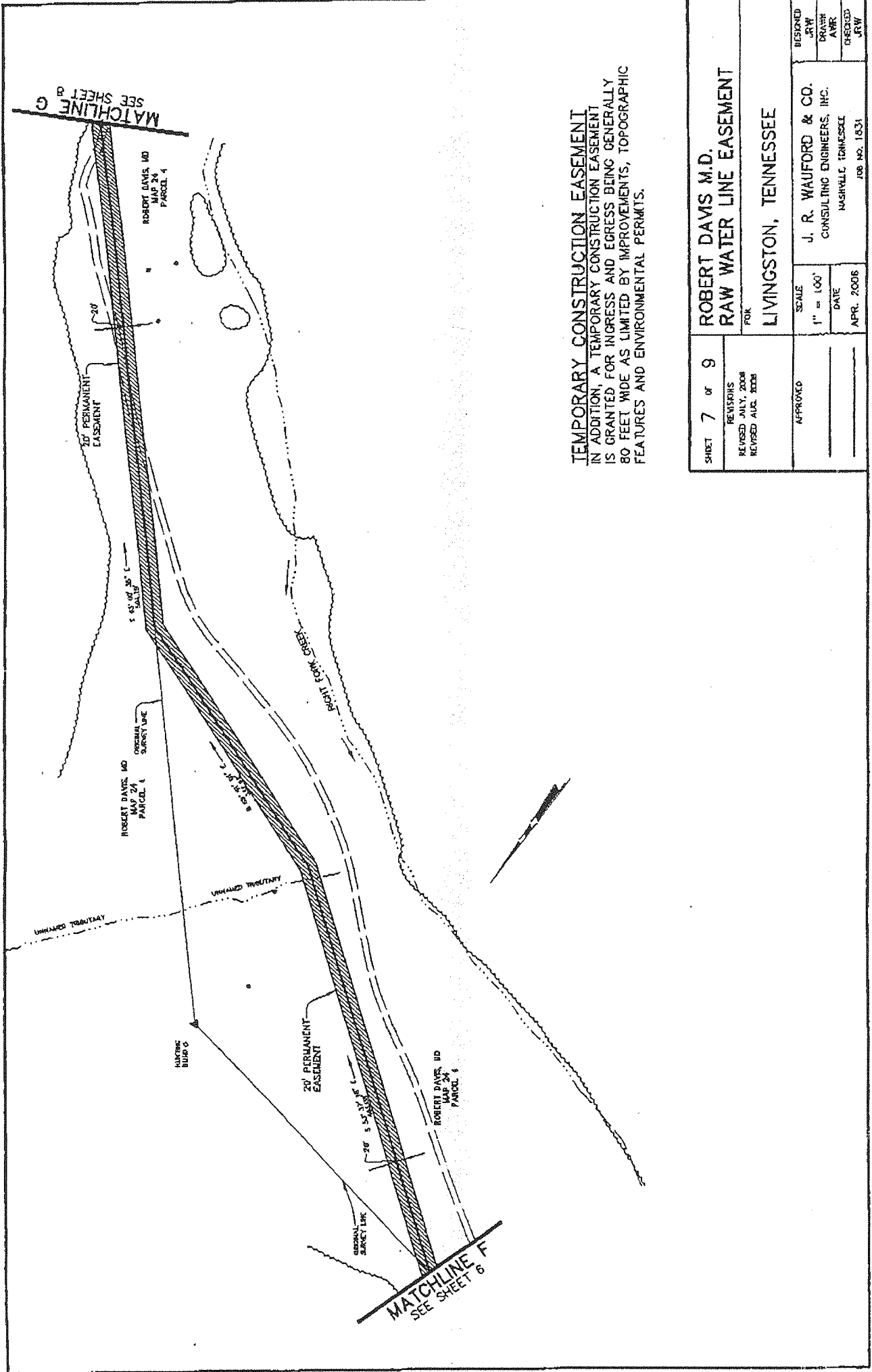
**TEMPORARY CONSTRUCTION EASEMENT**  
 IN ADDITION, A TEMPORARY CONSTRUCTION EASEMENT  
 IS GRANTED FOR INGRESS AND EGRESS BEING GENERALLY  
 80 FEET WIDE AS LIMITED BY IMPROVEMENTS, TOPOGRAPHIC  
 FEATURES AND ENVIRONMENTAL PERMITS.

SHEET 5 of 9		ROBERT DAVIS M.D.		DESCRIBED	
REVISIONS		RAW WATER LINE EASEMENT		JRW	
REVISED JULY, 2006		FOR		ORANK	
		LIVINGSTON, TENNESSEE		AWR	
APPROVED		SCALE	DATE		
		1" = 100'	APR. 2006		
		J. R. WAUFORD & CO.			
		CONSULTING ENGINEERS, INC.			
		HARRISVILLE, TENNESSEE			
		JOB NO. 1831			
		CHECKED			
		JRW			



**TEMPORARY CONSTRUCTION EASEMENT**  
 IN ADDITION, A TEMPORARY CONSTRUCTION EASEMENT  
 IS GRANTED FOR INGRESS AND EGRESS BEING GENERALLY  
 80 FEET WIDE AS LIMITED BY IMPROVEMENTS, TOPOGRAPHIC  
 FEATURES AND ENVIRONMENTAL PERMITS.

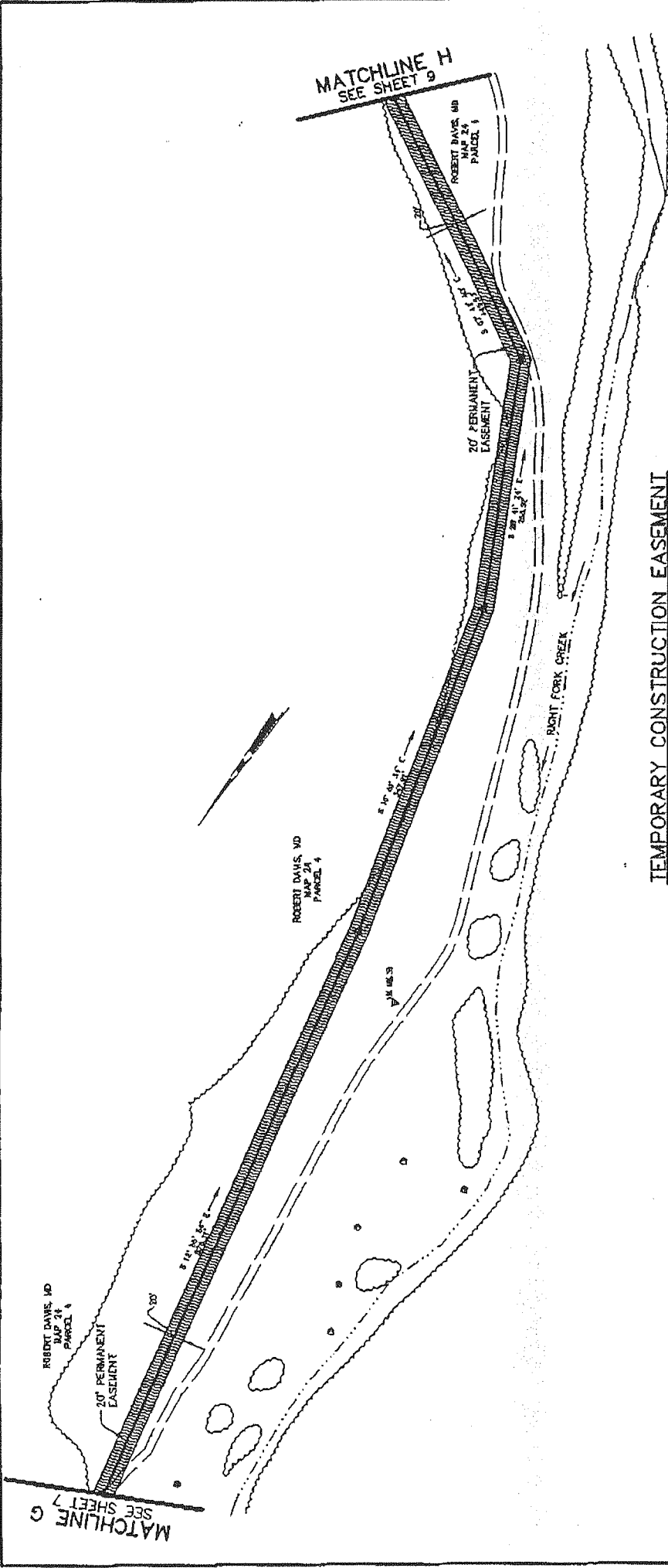
SHEET 6 OF 9	ROBERT DAMS M.D. RAW WATER LINE EASEMENT		FOR LIVINGSTON, TENNESSEE	
	REVISIONS REVISED JULY, 2006 REVISED AUG. 2006	SCALE 1" = 100' DATE APR. 2006	DESIGNED JRW	DRAWN AWR
APPROVED	J. R. WAUFORD & CO. CONSULTING ENGINEERS, INC. NASHVILLE, TENNESSEE		JOB NO. 1831	



**TEMPORARY CONSTRUCTION EASEMENT**  
 IN ADDITION, A TEMPORARY CONSTRUCTION EASEMENT IS GRANTED FOR INGRESS AND EGRESS BEING GENERALLY 80 FEET WIDE AS LIMITED BY IMPROVEMENTS, TOPOGRAPHIC FEATURES AND ENVIRONMENTAL PERMITS.

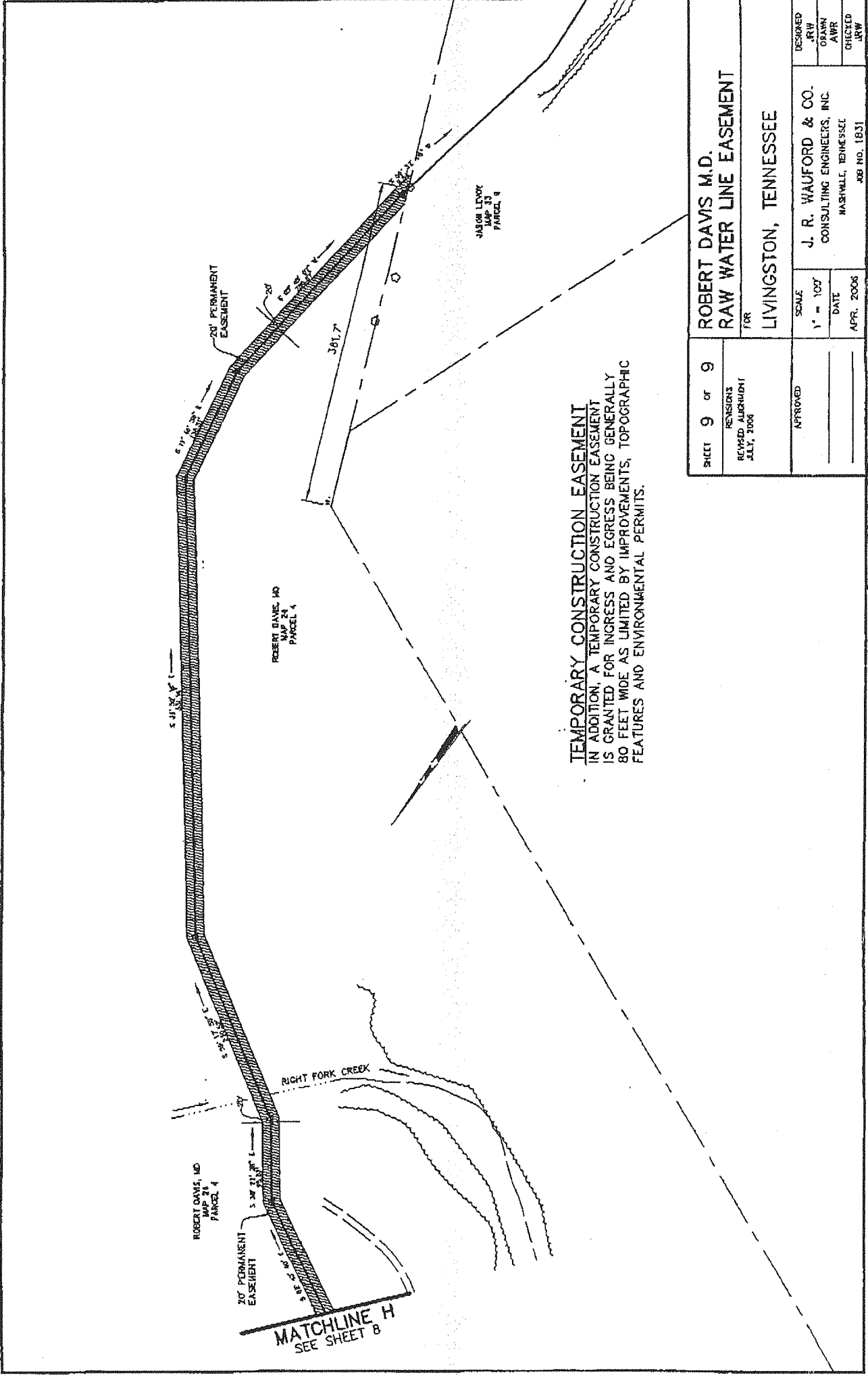
SHEET 7 of 9		<b>ROBERT DAVIS M.D.</b>		DESIGNED	
REVISIONS		<b>RAW WATER LINE EASEMENT</b>		DRAWN	
REVISED JULY, 2008		FOR		AMK	
REVISED AUG. 2008		LIVINGSTON, TENNESSEE		CHECKED	JRW
APPROVED		SCALE	1" = 100'	J. R. WAUFORD & CO.	
		DATE	APR. 2006	CONSULTING ENGINEERS, INC.	
				NASHVILLE, TENNESSEE	
				JOB NO. 1831	





**TEMPORARY CONSTRUCTION EASEMENT**  
 IN ADDITION, A TEMPORARY CONSTRUCTION EASEMENT  
 IS GRANTED FOR INGRESS AND EGRESS BEING GENERALLY  
 80 FEET WIDE AS LIMITED BY IMPROVEMENTS, TOPOGRAPHIC  
 FEATURES AND ENVIRONMENTAL PERMITS.

SHEET 8 OF 9	REVISIONS		ROBERT DAVIS M.D.		DESIGNED JRW
	REVISED ALIGNMENT JULY, 2008		RAW WATER LINE EASEMENT		
APPROVED			FOR LIVINGSTON, TENNESSEE		CHECKED JRW
			SCALE 1" = 100'	J. R. WAUFORD & CO.	
			DATE APR. 2006	CONSULTING ENGINEERS, INC.	
				NASHVILLE, TENNESSEE	
				JOB NO. 1831	



**TEMPORARY CONSTRUCTION EASEMENT**  
 IN ADDITION, A TEMPORARY CONSTRUCTION EASEMENT IS GRANTED FOR INGRESS AND EGRESS BEING GENERALLY 80 FEET WIDE AS LIMITED BY IMPROVEMENTS, TOPOGRAPHIC FEATURES AND ENVIRONMENTAL PERMITS.

SHEET 9 OF 9 REVISIONS REVISED ALIGNMENT JULY, 2006		ROBERT DAVIS M.D. RAW WATER LINE EASEMENT FOR LIVINGSTON, TENNESSEE		DESIGNED J.R.W.
APPROVED		SCALE 1" = 100'	J. R. WAUFORD & CO. CONSULTING ENGINEERS, INC. NASHVILLE, TENNESSEE JOB NO. 1831	
		DATE APR. 2006	DRAWN A.W.R.	CHECKED J.R.W.

TOWN OF LIVINGSTON, TENNESSEE

RIGHT-OF-WAY AND CONSTRUCTION EASEMENT

KNOW ALL MEAN BY THESE PRESENTS

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to:

**DR. ROBERT DAVIS AND NICOLE P. DAVIS**

hereinafter referred to as GRANTOR, by the TOWN OF LIVINGSTON, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR, does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, it's successors and assigns, a temporary easement and permanent easement with right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove a RAW WATER LINE WHICH IS THE PROPERTY OF THE GRANTEE over, across, and through the land of the GRANTOR situated in OVERTON COUNTY, AND CLAY COUNTY, STATE OF TENNESSEE, said land being described as follows:

OVERTON COUNTY, PARCEL #4 MAP# 24

CLAY COUNTY, PARCEL #11 MAP #87

The said easements are more particularly described as shown by EXHIBIT A which is attached hereto and made a part hereof.

The TOWN OF LIVINGSTON agrees to require its servants, agents, and/or contractors to protect and restore said property to a condition similar or equal to that existing at the commencement of construction of said raw water line. Connections to said raw water line for potable water service are not permitted.

To have and to hold said easement to the TOWN OF LIVINGSTON, its successors, and assigns forever, I/we do hereby covenant with said that I am/we are lawfully seized and possessed of said land in fee simple and have a good right to make this conveyance.

The portion or parcel of land which contains the above temporary construction easement is to remain the property fo the undersigned and may be used by the undersigned for any purpose desired after the construction of said water line is completed.

[Signature]

[Signature]

STATE TENNESSEE COUNTY KNOX

Sworn to before me this 5<sup>th</sup> of October, 2006

By Mark S. Rutherford (Seal)

Comm. Exp. 3-8-2008, Notary



"Exhibit A"  
Collective

1831 - Revised 08/21/2006  
Livingston, Tennessee

PERMANENT EASEMENT

Robert Davis, M.D.  
Clay County Tax Map 87 - Parcel 11  
Overton County Tax Map 24 - Parcel 4

Beginning at a point on the proposed raw water survey baseline, said point being located on the boundary of lands owned by subject owner and the right-of-way of Dry Mill Creek Road approximately 17.14 feet southwest of a 16" black walnut tree in said boundary line; thence along proposed raw water survey baseline S59°26'37"E 114.63 feet; thence S56°31'07"E 108.88 feet; thence S39°42'49"E 41.04 feet; thence S28°27'10"E 150.36 feet; thence S34°03'44"E 91.20 feet; thence S42°03'21"E 86.23 feet; thence S50°03'50"E 96.77 feet; thence S63°27'25"E 274.15 feet; thence S83°36'18"E 222.81 feet; thence S79°57'07"E 526.13 feet; thence S70°39'29"E 475.21 feet; thence S57°53'59"E 673.07 feet; thence S52°10'44"E 492.02 feet; thence S23°51'50"E 177.87 feet; thence S33°20'47"E 245.15 feet; thence S43°51'26"E 334.39 feet; thence S31°17'27"E 399.41 feet to the Clay County/Overton County line; thence continuing S31°17'27"E 35.96 feet; thence S27°53'40"E 768.42 feet; thence S21°12'28"E 877.17 feet; thence S49°53'09"E 570.51 feet; thence S49°04'28"E 865.26 feet; thence S47°53'31"E 555.89 feet; thence S68°10'28"E 835.66 feet; thence S53°37'18"E 493.08 feet; thence S69°41'01"E 332.62 feet; thence S43°00'35"E 594.79 feet; thence S12°55'54"E 628.31 feet; thence S16°01'34"E 347.91 feet; thence S28°41'24"E 258.52 feet; thence S62°43'40"E 445.53 feet; thence S38°22'26"E 95.07 feet; thence crossing Right Fork Creek S59°17'55"E 230.52 feet; thence S38°52'16"E 531.16 feet; thence S11°46'38"E 138.51 feet; thence S5°45'07"W 280.87 feet; thence S9°32'06"W 9.84 feet to the boundary of lands owned by subject owner and Jason Levoy approximately 381.7 feet southeast of an existing iron pin in said boundary line. Said strip of land shall extend 10 feet on the left side and 10 feet on the right side of said centerline, containing 6.163 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT

In addition, a temporary construction easement is granted for ingress and egress being generally 80 feet wide as limited by improvements, topographic features and environmental permits.

This easement description is not intended to be a boundary survey and is taken from the survey performed for project design.

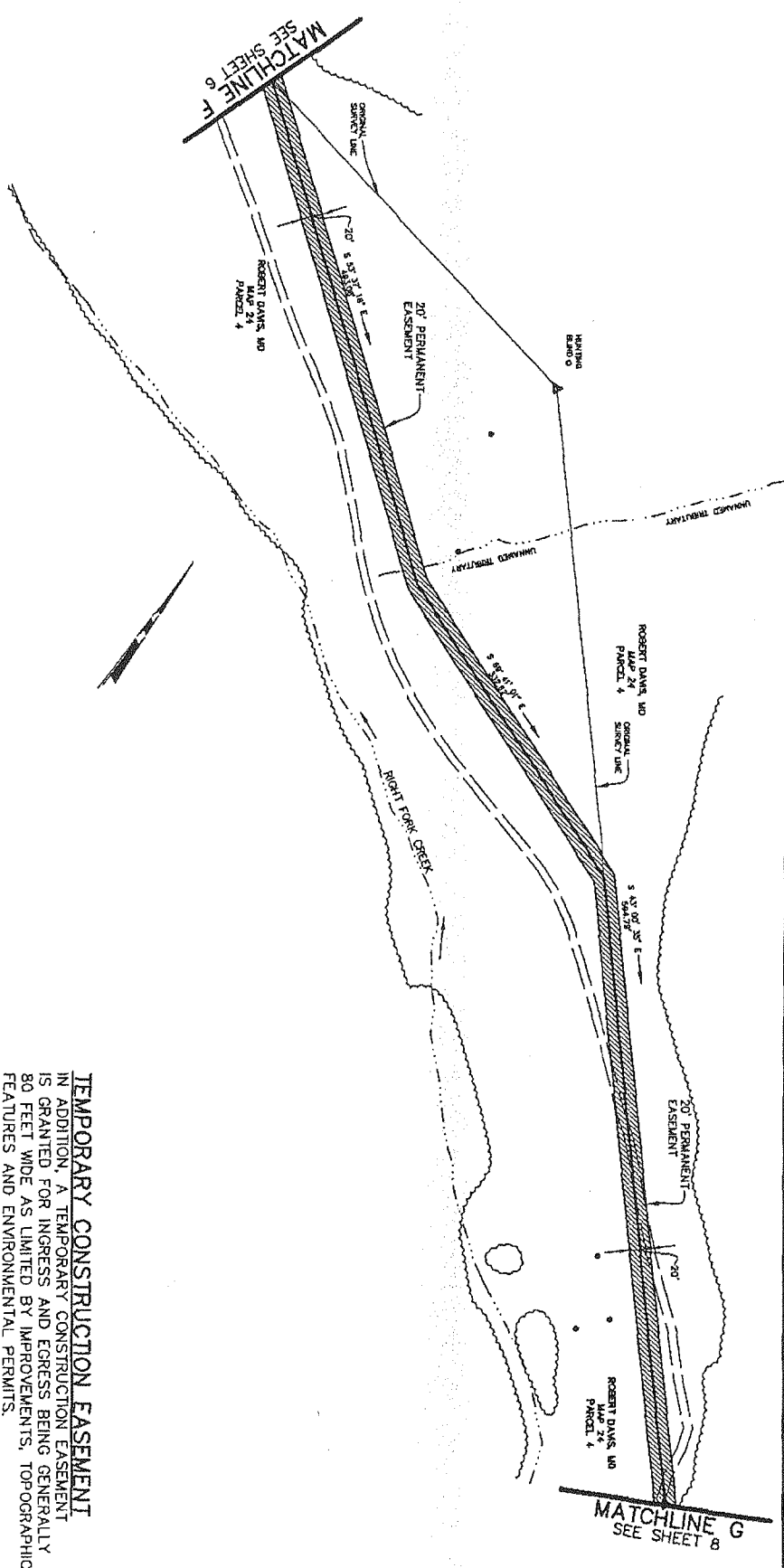
BK/PG: WD87/590-592

06001520

3 PGS : AL - RIGHT OF WAY	
BRENDA BATCH: 3852	
11/03/2006 - 04:17:56 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	17.00

STATE OF TENNESSEE, CLAY COUNTY  
BRENDA BROWNING  
REGISTER OF DEEDS

Collected  
Exhibit A



**TEMPORARY CONSTRUCTION EASEMENT**  
 IN ADDITION, A TEMPORARY CONSTRUCTION EASEMENT IS GRANTED FOR INGRESS AND EGRESS BEING GENERALLY 80 FEET WIDE AS LIMITED BY IMPROVEMENTS, TOPOGRAPHIC FEATURES AND ENVIRONMENTAL PERMITS.

SHEET 7 OF 9	REVISIONS	REVISED JULY, 2006	REVISED AUG, 2008
ROBERT DAVIS M.D.		RAW WATER LINE EASEMENT	
FOR		LIVINGSTON, TENNESSEE	
J. R. WAUFORD & CO.		SURVEYORS	
1015 S. 7th E. ENDRIS BLVD.		MURFREESBORO, TN 37132	
APRIL 2008		JOB NO. 0811	

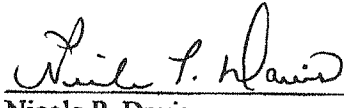
EASEMENT MODIFICATION AGREEMENT

Know by all men by these presents that

**Dr. Robert S. Davis and Nicole P. Davis**

did convey to the Town of Livingston an Easement for the construction of a RAW WATER LINE as recorded in Book 27, Pages 641-648 at the Registers' Office, Overton County, Tennessee. After recording of said instrument, it has been found to be mutually beneficial to make a slight change in alignment as shown on the original recordation on Sheets 8 and 9 of Exhibit A of said original instrument, the amended sheets are attached hereto and labeled Exhibit B. The terms and conditions of said original instrument shall remain in full force and effect.

  
\_\_\_\_\_  
Robert S. Davis, M.D.

  
\_\_\_\_\_  
Nicole P. Davis

STATE OF TENNESSEE, COUNTY KNOX

Sworn to before me this 31st of August, 2007.

By Ray M Rutherford Notary Public (Seal)

Comm. Exp. 3-14-2010, Notary \_\_\_\_\_

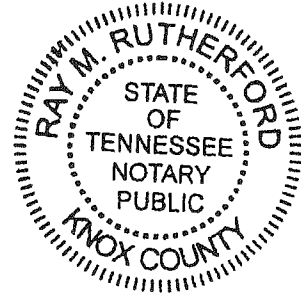


EXHIBIT B

REVISED PERMANENT EASEMENT

Robert Davis, M.D.  
Clay County Tax Map 87 - Parcel 11  
Overton County Tax Map 24 - Parcel 4

Beginning at a point on the proposed raw water survey baseline, said point being located on the boundary of lands owned by subject owner and the right-of-way of Dry Mill Creek Road approximately 17.14 feet southwest of a 16" black walnut tree in said boundary line; thence along proposed raw water survey baseline S59°26'37"E 114.63 feet; thence S56°31'07"E 108.88 feet; thence S39°42'49"E 41.04 feet; thence S28°27'10"E 150.36 feet; thence S34°03'44"E 91.20 feet; thence S42°03'21"E 86.23 feet; thence S50°03'50"E 96.77 feet; thence S63°27'25"E 274.15 feet; thence S83°36'18"E 222.81 feet; thence S79°57'07"E 526.13 feet; thence S70°39'29"E 475.21 feet; thence S57°53'59"E 673.07 feet; thence S52°10'44"E 492.02 feet; thence S23°51'50"E 177.87 feet; thence S33°20'47"E 245.15 feet; thence S43°51'26"E 334.39 feet; thence S31°17'27"E 399.41 feet to the Clay County/Overton County line; thence continuing S31°17'27"E 35.96 feet; thence S27°53'40"E 768.42 feet; thence S21°12'28"E 877.17 feet; thence S49°53'09"E 570.51 feet; thence S49°04'28"E 865.26 feet; thence S47°53'31"E 555.89 feet; thence S68°10'28"E 835.66 feet; thence S53°37'18"E 493.08 feet; thence S69°41'01"E 332.62 feet; thence S43°00'35"E 594.79 feet; thence S12°55'54"E 628.31 feet; thence S16°01'34"E 347.91 feet; thence S28°41'24"E 258.52 feet; ~~thence S62°43'40"E 445.53 feet; thence S38°22'26"E 95.07 feet;~~ thence S58°30'51"E 533.58 feet; thence crossing Right Fork Creek S59°17'55"E 230.52 feet; thence S38°52'16"E 531.16 feet; thence S11°46'38"E 138.51 feet; thence S5°45'07"W 280.87 feet; thence S9°32'06"W 9.84 feet to the boundary of lands owned by subject owner and Jason Levoy approximately 381.7 feet southeast of an existing iron pin in said boundary line. Said strip of land shall extend 10 feet on the left side and 10 feet on the right side of said centerline, containing 6.163 acres, more or less.

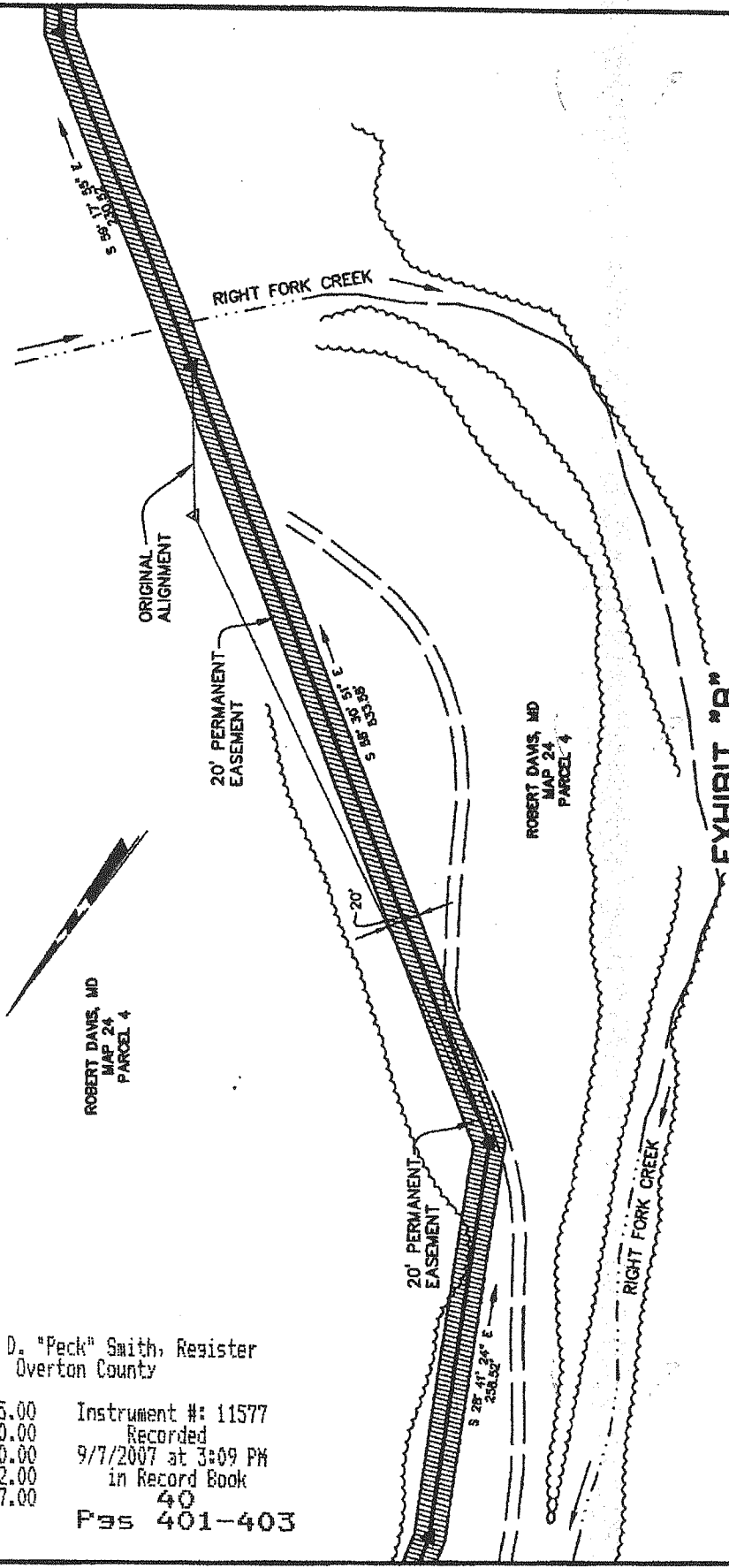
TEMPORARY CONSTRUCTION EASEMENT

In addition, a temporary construction easement is granted for ingress and egress being generally 80 feet wide as limited by improvements, topographic features and environmental permits.

This easement description is not intended to be a boundary survey and is taken from the survey performed for project design.

Franklin D. "Peck" Smith, Register  
 Overton County

Rec #:	8345	Instrument #:	11577
Rec'd:	15.00	Recorded	
State:	0.00	9/7/2007 at 3:09 PM	
Clerk:	0.00	in Record Book	
EDF:	2.00	40	
Total:	17.00	see 401-403	



**EXHIBIT "B"**  
**REVISIONS - SHEET 8 AND 9**

SHEET	OF	ROBERT DAMS M.D. RAW WATER LINE EASEMENT		DESIGNED JRW
		FOR LIVINGSTON, TENNESSEE		
REVISIONS		J. R. WAUFORD & CO. CONSULTING ENGINEERS, INC. NASHVILLE, TENNESSEE JOB NO. 1851		CHECKED JRW
REVISED ALIGNMENT JULY, 2006		SCALE 1" = 100'	DATE APR. 2006	
REVISED ALIGNMENT AUGUST, 2007				
APPROVED				

**TEMPORARY CONSTRUCTION EASEMENT**  
 IN ADDITION, A TEMPORARY CONSTRUCTION EASEMENT  
 IS GRANTED FOR INGRESS AND EGRESS BEING GENERALLY  
 80 FEET WIDE AS LIMITED BY IMPROVEMENTS, TOPOGRAPHIC  
 FEATURES AND ENVIRONMENTAL PERMITS.



and maintenance of said lines.

IN WITNESS WHEREOF, we have hereunto affixed our names on this 27th day of August, 1942

Witness to signatuer  
of Synthia Sidwell  
Shelbe R. Brammer  
Era Boles



Synthia Tidwell X  
her mark  
Will Hull  
Dona Hull

STATE OF TENNESSEE  
COUNTY OF CLAY

On this 27th day of August, 1942, before me personally appeared SYNTHIA ILLWELL, WILL HULL and DONA HULL his wife, to me knownto be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

WITNESS my hand, at office, this 27th day of August, 1942

I certify that I have qualified  
as a Notary Public in the above  
named County, according to  
Chapter 193, Public Acts of 1935.

(SEAL)

Shelby R. Brammer  
notary Public

My commission expires 8 April 1956.

STATE OF TENNESSEE  
COUNTY OF CLAY

Received for record the 28, day of August, 1942 at 1:15 o'clock P.M. Noted in Note Book 2, page 208 and Recorded in Book of Deeds, Volume "3", Page 467;

Witness my hand

George Butler, County Register

CANOPIA BOLES ET.AL.

TO)

GRANT OF TRANSMISSION LINE EASEMENT

FOR AND IN CONSIDERATION of the sum of THREE HUNDRED SEVENTY-SEVEN and 88/100 Dollars (377.88), cash in hand paid, receipt whereof is hereby acknowledged, we the undersigned, CANOPIA BOLES, a widow ASTER BOLES, SAM BOLES, MAY STAFFORD, HAZEL PITCOCK, and SHELEY BEECHBOARD, have this day bargained and sold, and by these presents do hereby grant, bargain, sell, transfer, and convey unto the United States of America, permanent easement and right-of-way, for the following purpose: namely; the perpetual right to enter and to erect, maintain, repair, rebuild, operate, and patrol one or more electric power transmission lines, and one or more telephone and/or telegraph lines, including the right to erect such poles and other transmission line structures, wires, cables and any necessary appurtenances, the right to clear said right-of-way and keep the same clear of brush, timber, inflammable structures, and fire hazards, and the right to remove danger trees, if any located beyond the limits of said right-of-way; all over, upon, across, and under the following described land to-wit:

A certain tract of land located in the Third Civil District of Overton County and in the Third Civil District of Clay County, Tennessee, containing 600 acres, more or less, being comprised of 4 separate parcels acquired by J.C. Boles (who is the same person as Lock Boles), in the following manner:

- (1) By deed from the Maxwell Heirs dated 20 December 1899 recorded in Deed Book K, page 103.
- (2) By deed from O.B. Maxey, County Court Clerk, dated 18 June 1909 recorded in Deed Book K, Page 108.
- (3) By deed from A.A. Kirkpatrick dated 4 June 1908 recorded in Deed Book A-W, Page 283,
- (4) By deed from Arlo Boles and wife, dated 17 November 1924, recorded July 1942 in Deed Book 3, page undetermined.



This Instrument Prepared By  
Town of Livingston  
Livingston TN 37570

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of \_\_\_\_\_ cash in hand paid, and other good and valuable consideration not necessary to mention herein, we, the undersigned, do hereby bargain and sell, transfer and convey, unto the TOWN OF LIVINGSTON, TENNESSEE, permanent and perpetual easement for the construction of a water line in and under that portion of my property described on the Schedule "A" attached hereto. A temporary construction easement is also granted to the Town of Livingston as described on the attached Schedule "A". Said temporary construction easement shall exist for 365 days after the contract for construction of the proposed water line is executed or until the Town of Livingston accepts construction of the said water line. I/We further grant unto the Town of Livingston full power and authority to enter on to the premises for the purpose of construction of water facilities for the Town of Livingston, or for their maintenance or repair.

Grantor further grants unto the Town of Livingston the right of ingress to and egress from the above described, and across other lands of the Grantors by means of roads and lanes thereon, or such other route or routes as shall occasion the least practicable damage and inconvenience to the Grantor.

The Town of Livingston hereby covenants and agrees:

- (a) The Town shall promptly backfill any trench made on a strip and repair any damage it shall do to Grantors private roads or lanes on the lands;
- (b) The Town shall indemnify any loss and damage which shall be caused by the exercise of the rights of ingress and egress, or by any wrongful or negligent act or omission of its agents or employees in the course of their employment.
- (c) The Town agrees to level and sew the property disturbed in the construction so as to as nearly as possible return the surface to the state at which it is at the time this easement is granted.

Grantor reserves the right to use the strip for purposes which will not interfere with Grantees full enjoyment of the rights hereby granted, provided the Grantors shall not elect to construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction on the strip.

DATED this the 8 day of June, 1990

Harry D. Justice Ronnie W. Rice  
George O. Hester Estate of Ernest C. Wade  
 BY: Paul Christopher Wade (EXECUTOR)

STATE OF TENNESSEE  
COUNTY OF OVERTON

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named persons, with whom I am personally acquainted, and who acknowledged the execution of the foregoing instrument for the purposes therein contained.

Witness my hand and official seal of office in Livingston, Tennessee on this the 13th day of June, 1990

My Commission Expires: 7-12-92

MACON  
 NOTARY PUBLIC  
Paul Christopher Wade

Georgia

EASEMENT DESCRIPTION

Larry Justice

Tax Map 87 Parcel 11

PERMANENT EASEMENT

An easement being 20 feet wide and extending 10 feet on each side of a centerline of which is described as follows:  
TAX MAP 87 PARCEL NO. 11  
Running 10 feet from and parallel to the northern most Right of Way of Turkey Town Road across said property.

TEMPORARY EASEMENT

In addition, a temporary construction easement of 20 feet on each side of the described center line shall exist for a period of 365 days after the contract for construction of the proposed line is executed or until the Town of Livingston accepts construction.

This foregoing instrument and certificate were noted in Note Book 13 Page 303 at 10:50 o'clock AM Feb 11 91  
and recorded in LD Book 249 Series \_\_\_\_\_ Page 219 State Tax Paid \$ \_\_\_\_\_ Fee \_\_\_\_\_ Recording Fee 8.00 8.00

Witness My Hand.

Receipt No. 1383

Franklin Smith  
Registrar

Re-recorded to add additional pages to survey.

TOWN OF LIVINGSTON, TENNESSEE

RIGHT-OF-WAY AND CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to:

**DR. ROBERT DAVIS AND NICOLE P. DAVIS**

hereinafter referred to as GRANTOR, by the TOWN OF LIVINGSTON, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR, does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, it's successors and assigns, a temporary easement and permanent easement with right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove a RAW WATER LINE WHICH IS THE PROPERTY OF THE GRANTEE over, across, and through the land of the GRANTOR situated in OVERTON COUNTY, AND CLAY COUNTY, STATE OF TENNESSEE, said land being described as follows:

OVERTON COUNTY, PARCEL #4 MAP# 24

CLAY COUNTY, PARCEL #11 MAP #87

The said easements are more particularly described as shown by EXHIBIT A which is attached hereto and made a part hereof.

The TOWN OF LIVINGSTON agrees to require its servants, agents, and/or contractors to protect and restore said property to a condition similar or equal to that existing at the commencement of construction of said raw water line. Connections to said raw water line for potable water service are not permitted.

To have and to hold said easement to the TOWN OF LIVINGSTON, its successors, and assigns forever, I/we do hereby covenant with said that I am/we are lawfully seized and possessed of said land in fee simple and have a good right to make this conveyance.

The portion or parcel of land which contains the above temporary construction easement is to remain the property fo the undersigned and may be used by the undersigned for any purpose desired after the construction of said water line is completed.

*[Signature]* \_\_\_\_\_

*[Signature]* \_\_\_\_\_

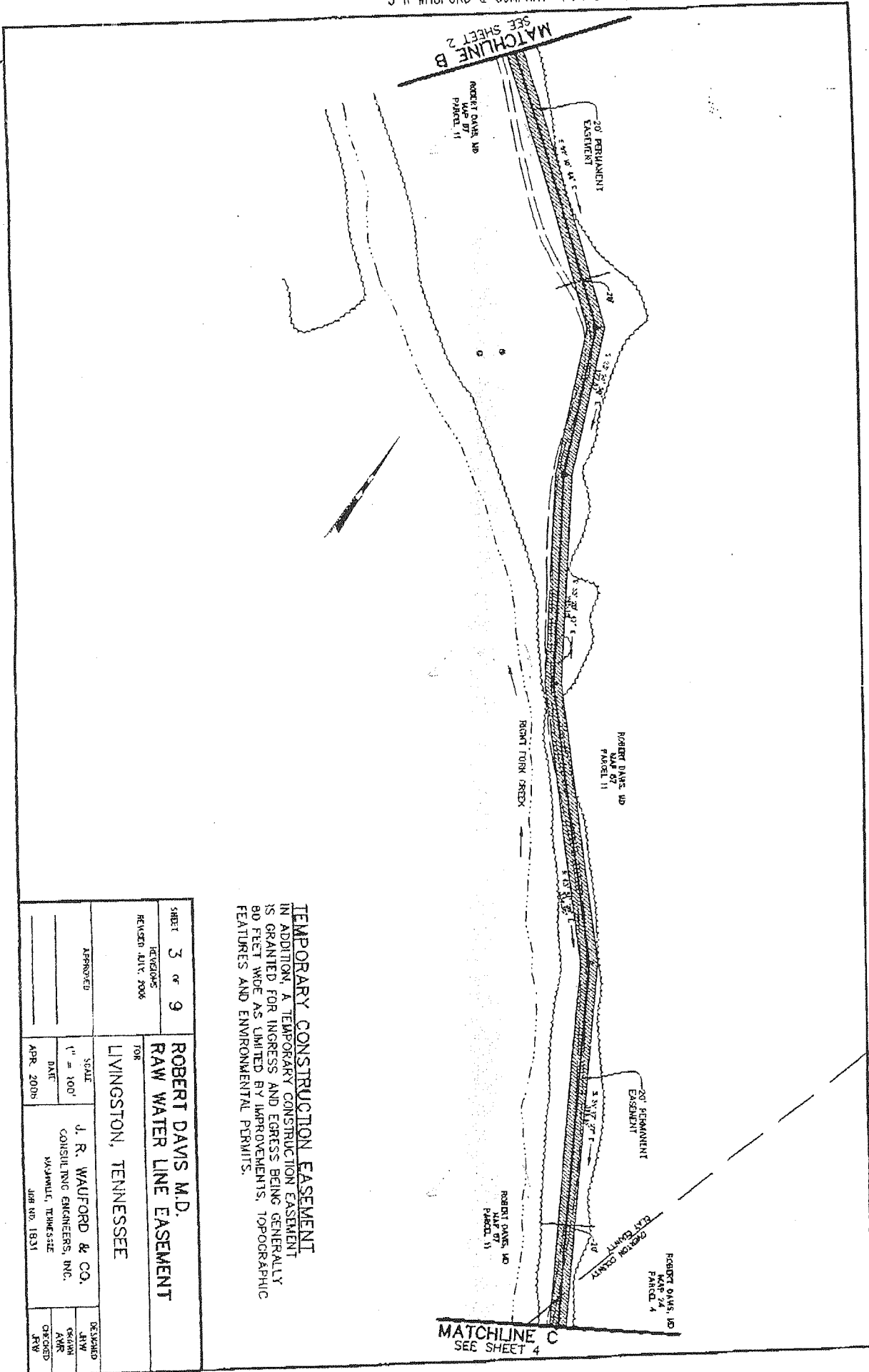
STATE TENNESSEE COUNTY KNOX

Sworn to before me this 5th of October, 2006

By Mark S. Rutherford (Seal)

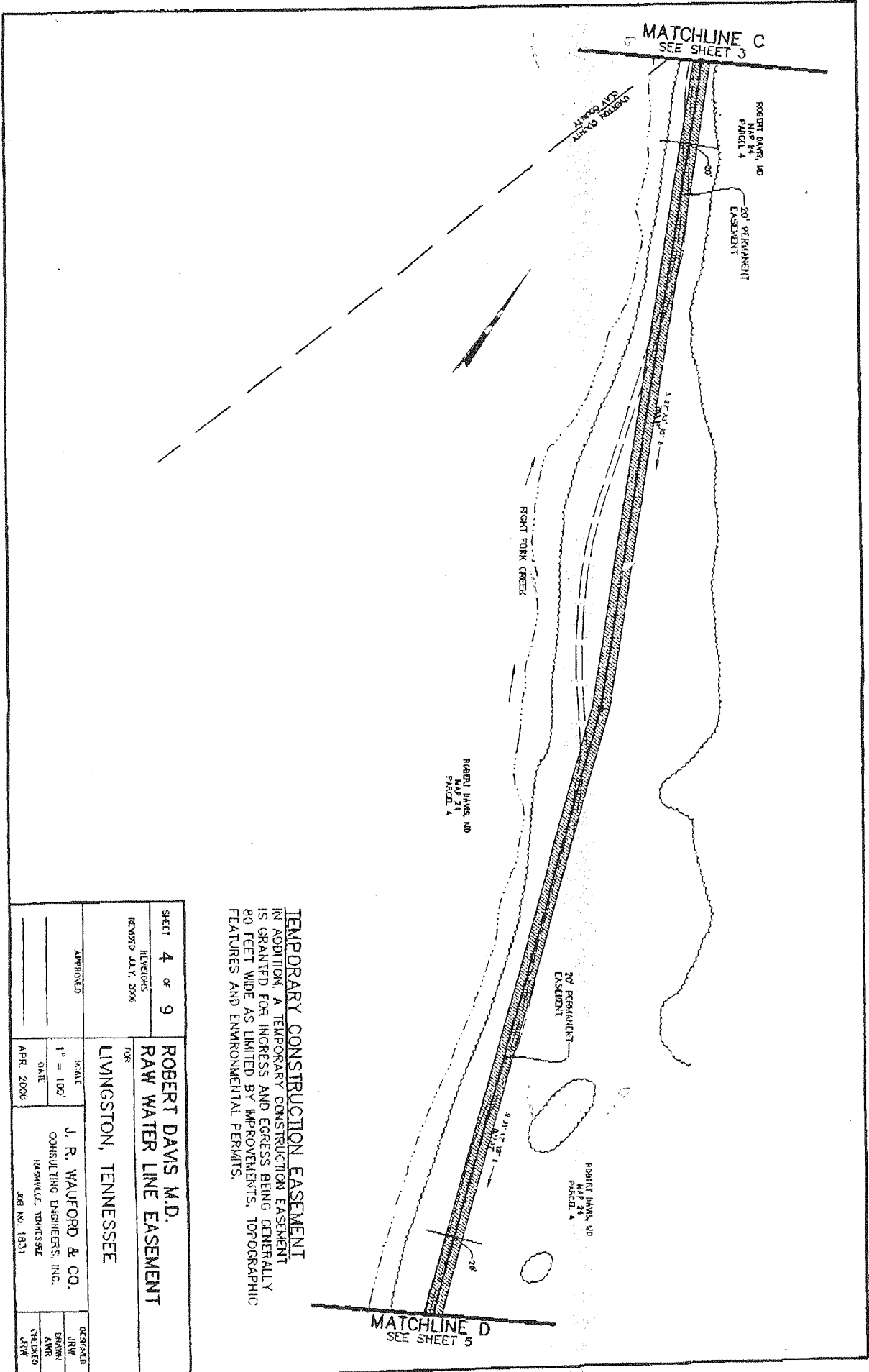
Comm. Exp. 3-8-2008, Notary \_\_\_\_\_





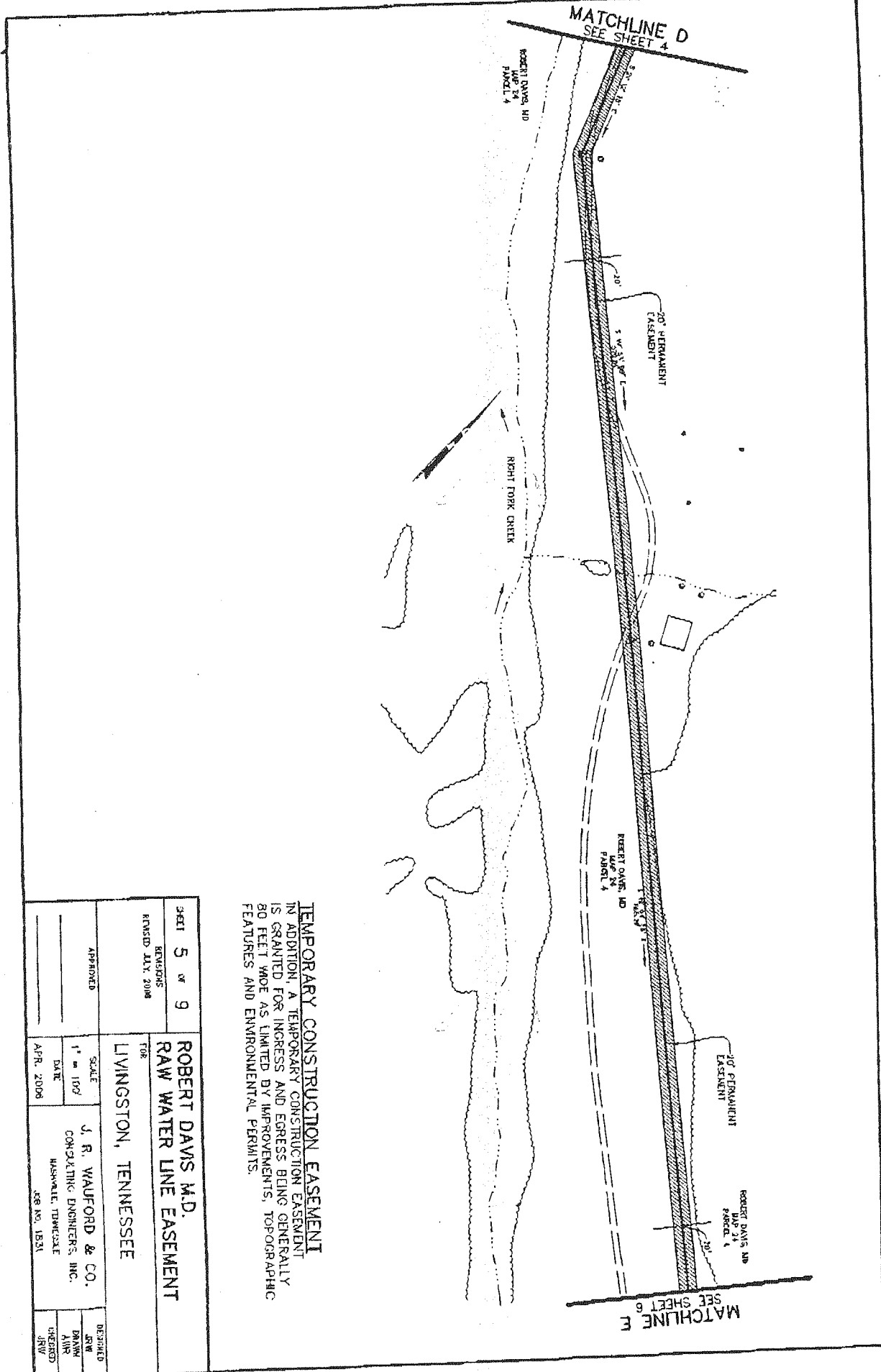
**TEMPORARY CONSTRUCTION EASEMENT**  
 IN ADDITION, A TEMPORARY CONSTRUCTION EASEMENT IS GRANTED FOR INGRESS AND EGRESS BEING GENERALLY 80 FEET WIDE AS LIMITED BY IMPROVEMENTS, TOPOGRAPHIC FEATURES AND ENVIRONMENTAL PERMITS.

SHEET 3 of 9		REVISIONS: REVISED: JULY 2006	
FOR		ROBERT DAVIS, JR.	
LIVINGSTON, TENNESSEE		RAW WATER LINE EASEMENT	
APPROVED	SCALE 1" = 100'	J. R. WAUFORD & CO., CONSULTING ENGINEERS, INC., MURFreesboro, TENNESSEE JOB NO. 1831	
DATE APR. 2006	DATE APR. 2006	DESIGNED JRW	CHECKED AMR
		CREATED JRW	



**TEMPORARY CONSTRUCTION EASEMENT**  
 IN ADDITION A TEMPORARY CONSTRUCTION EASEMENT  
 IS GRANTED FOR INGRESS AND EGRESS BEING GENERALLY  
 80 FEET WIDE AS LIMITED BY IMPROVEMENTS, TOPOGRAPHIC  
 FEATURES AND ENVIRONMENTAL PERMITS.

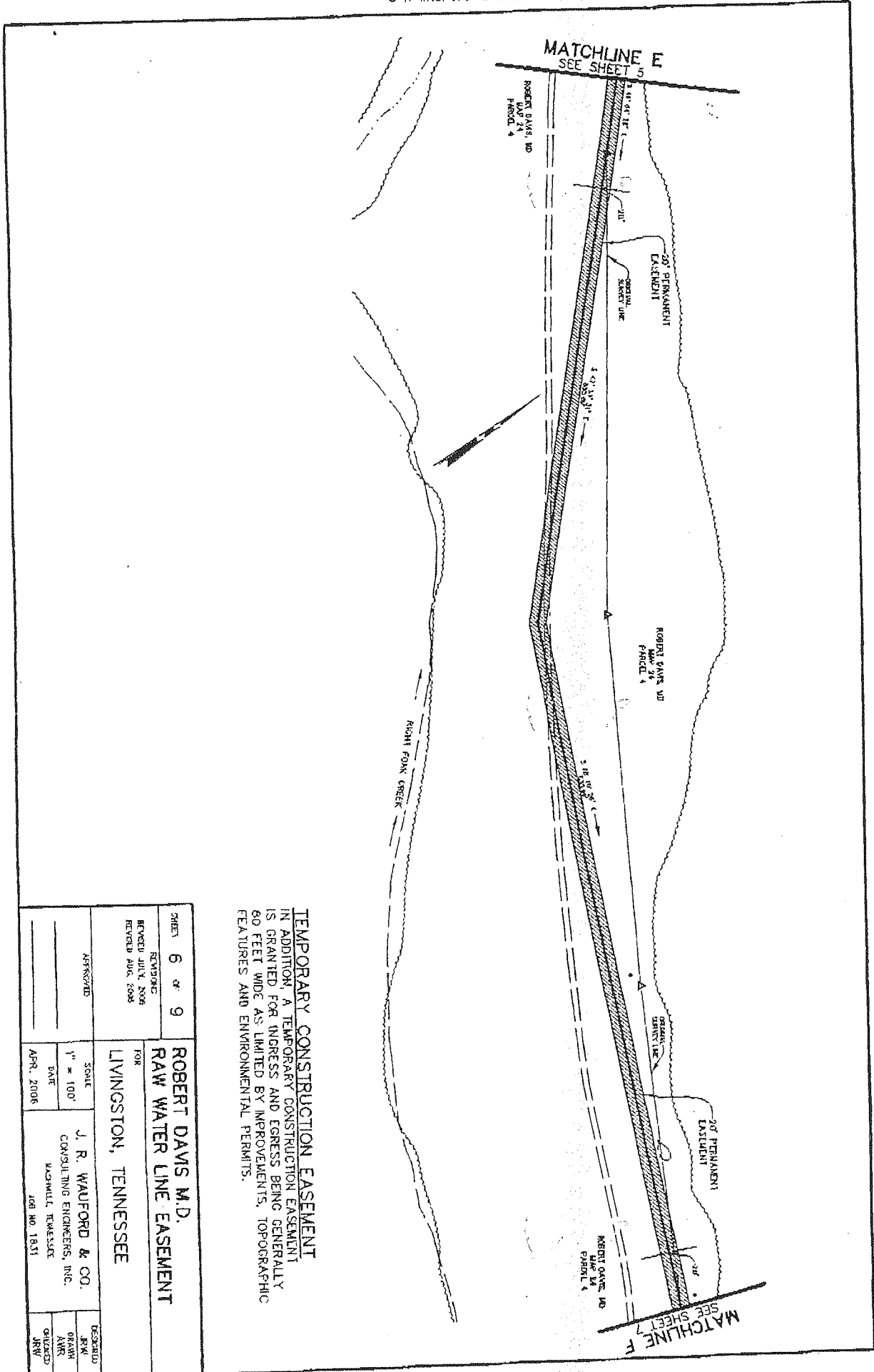
SHEET 4 of 9		REVISIONS		APPROVED		FOR		DESIGNED	
REMOVED JULY 2006						ROBERT DAVIS M.D.		JRW	
						RAW WATER LINE EASEMENT		DAMN	
						LIVINGSTON, TENNESSEE		CHECKED	
								JRW	
		SCALE		DATE		J. R. WAUFORD & CO.		DRAWN	
		1" = 100'		APR. 2006		CONSULTING ENGINEERS, INC.		AMR	
						NASHVILLE, TENNESSEE		CHECKED	
						JOB NO. 1831		JRW	



**TEMPORARY CONSTRUCTION EASEMENT**  
 IN ADDITION, A TEMPORARY CONSTRUCTION EASEMENT IS GRANTED FOR INGRESS AND EGRESS BEING GENERALLY 80 FEET WIDE AS LIMITED BY IMPROVEMENTS, TOPOGRAPHIC FEATURES AND ENVIRONMENTAL PERMITS.

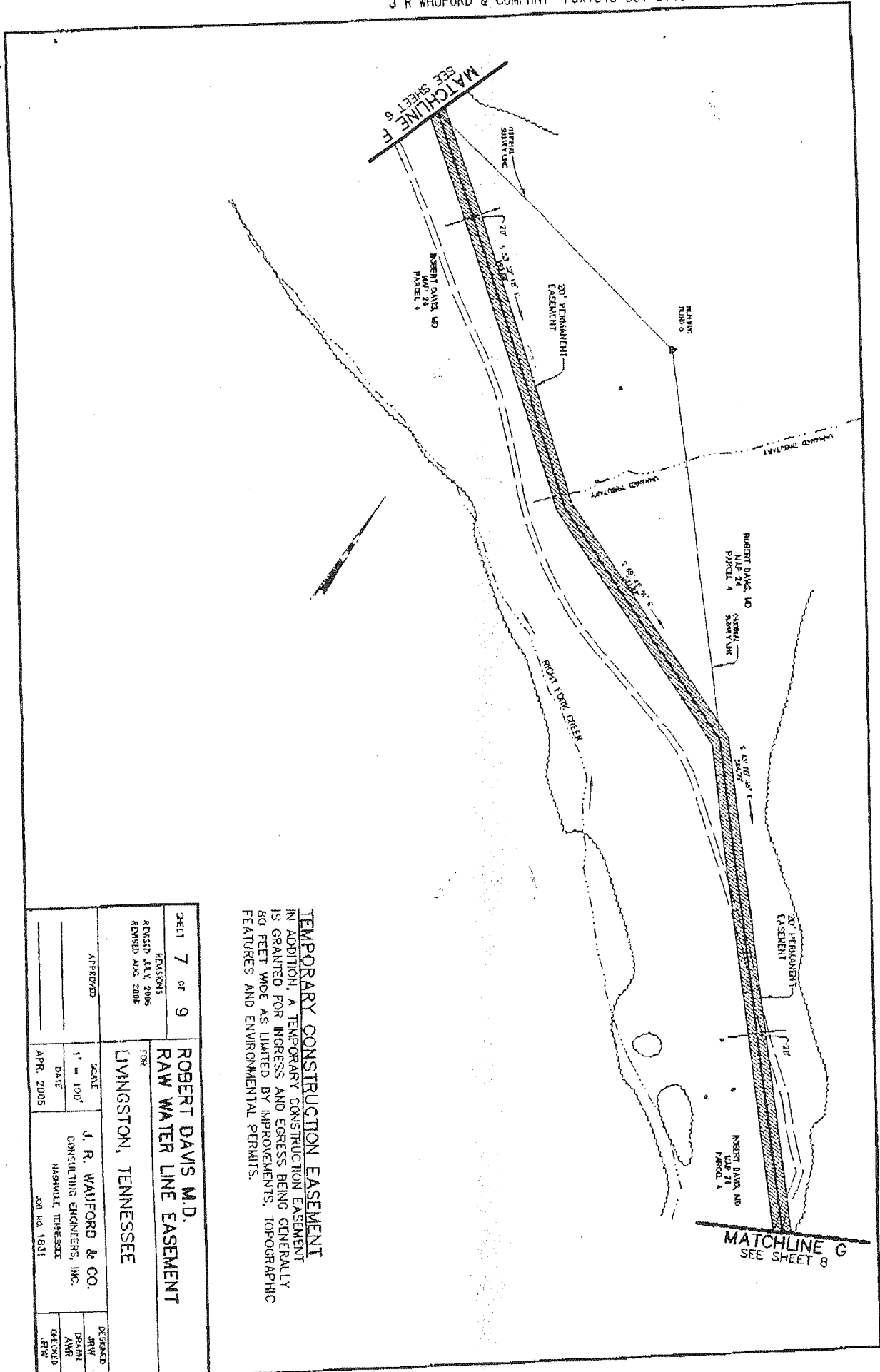
SHEET 5 OF 9		ROBERT DAVIS M.D.		DESIGNED	
REVISED JULY 2006		RAW WATER LINE EASEMENT		JRW	
APPROVED		FOR		DRAWN	
LIVINGSTON, TENNESSEE		SCALE		LWR	
		1" = 100'		CHECKED	
		DATE		JRW	
		APR. 2006		JRW	
		J. R. WAUFORD & CO.			
		CONSULTING ENGINEERS, INC.			
		HAWKINSVILLE, TENNESSEE			
		REG. NO. 1831			





**TEMPORARY CONSTRUCTION EASEMENT**  
 IN ADDITION, A TEMPORARY CONSTRUCTION EASEMENT IS GRANTED FOR INGRESS AND EGRESS BEING GENERALLY 60 FEET WIDE AS LIMITED BY IMPROVEMENTS, TOPOGRAPHIC FEATURES AND ENVIRONMENTAL PERMITS.

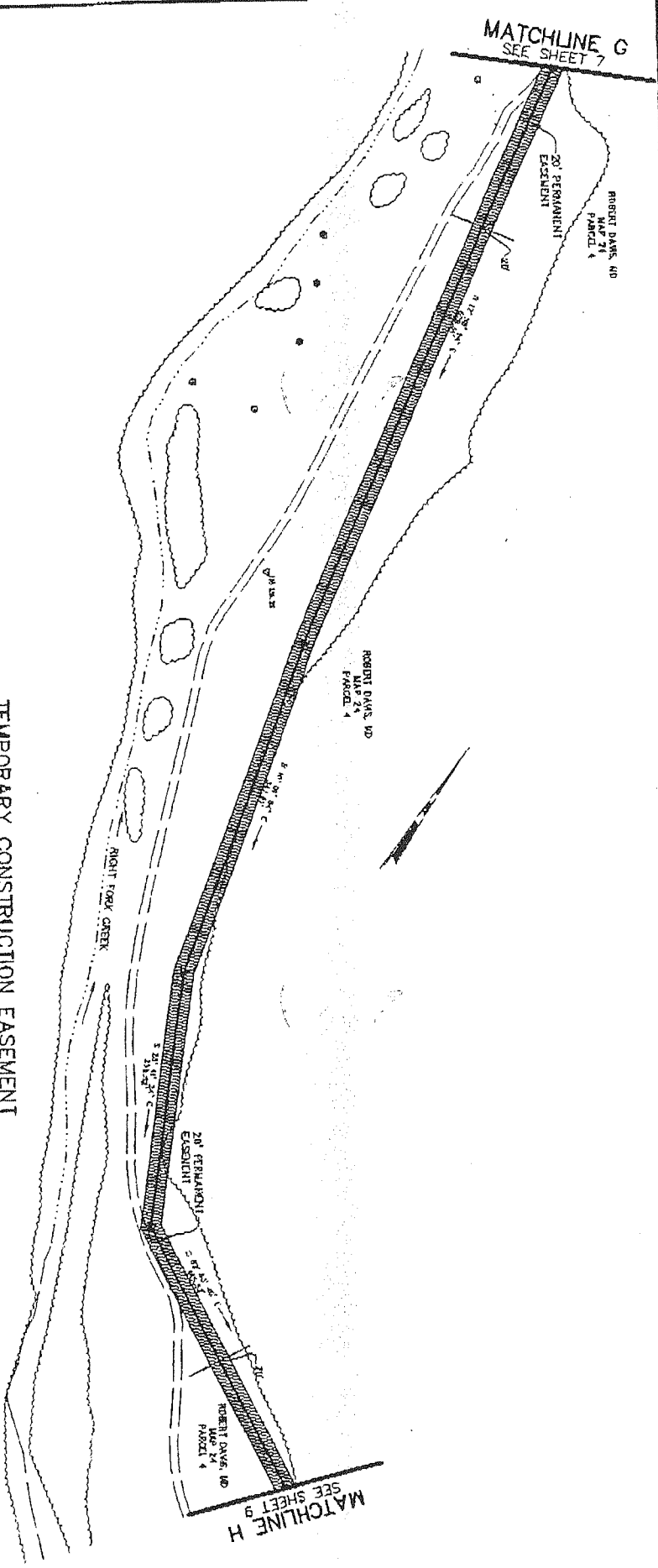
SHEET 6 OF 9		REVISIONS		ROBERT DAVIS M.D.		DESIGNED	
REVISED JULY 2006		FOR		RAW WATER LINE EASEMENT		JRW	
REVISED DEC. 2006		LIVINGSTON, TENNESSEE				GRAHAM	
APPROVED		SCALE		DATE		CHECKED	
		1" = 100'		APR. 2006		JRW	
		J. R. WAUFORD & CO.		LOG NO. 1831			
		CONSULTING ENGINEERS, INC.					
		NASHVILLE, TENNESSEE					



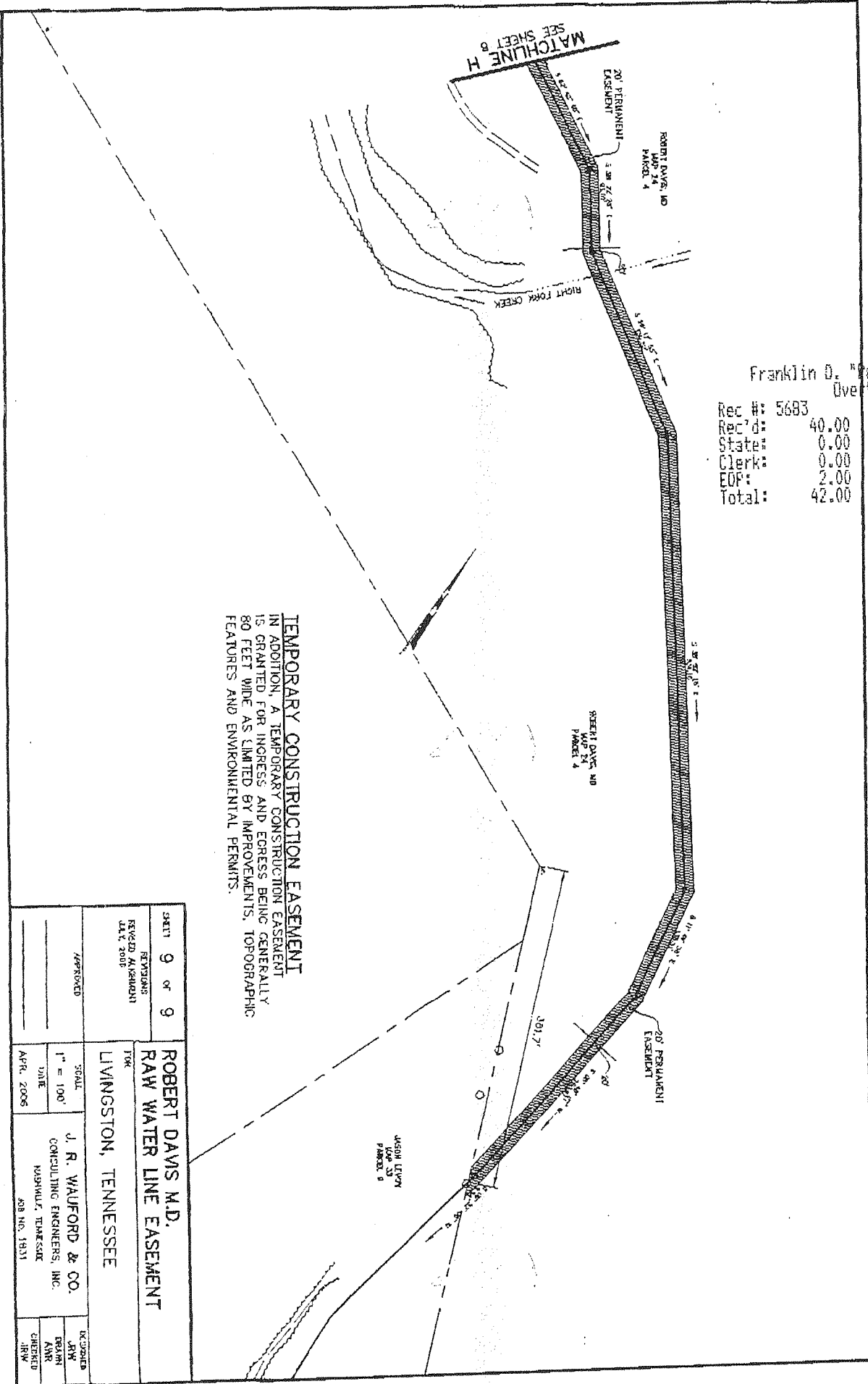
**TEMPORARY CONSTRUCTION EASEMENT**  
 IN ADDITION, A TEMPORARY CONSTRUCTION EASEMENT IS GRANTED FOR INGRESS AND EGRESS BEING GENERALLY 60 FEET WIDE AS LIMITED BY IMPROVEMENTS, TOPOGRAPHIC FEATURES AND ENVIRONMENTAL PERMITS.

SHEET 7 of 9		REVISIONS		APPROVED		DESIGNED	
ROBERT DAVIS M.D.		REVISED JULY 2006		DATE		DRAWN	
RAW WATER LINE EASEMENT		REVISED AUG 2006		APR. 2006		AMR	
FOR		SCALE		DATE		CHECKED	
LIVINGSTON, TENNESSEE		1" = 100'		APR. 2006		RW	
ROBERT DAVIS M.D.		J. R. WAUFORD & CO.		J. R. WAUFORD & CO.		J. R. WAUFORD & CO.	
RAW WATER LINE EASEMENT		CONSULTING ENGINEERS, INC.		CONSULTING ENGINEERS, INC.		CONSULTING ENGINEERS, INC.	
LIVINGSTON, TENNESSEE		NASHVILLE, TENNESSEE		NASHVILLE, TENNESSEE		NASHVILLE, TENNESSEE	
		208 HO. 1831		208 HO. 1831		208 HO. 1831	

**TEMPORARY CONSTRUCTION EASEMENT**  
 IN ADDITION, A TEMPORARY CONSTRUCTION EASEMENT  
 IS GRANTED FOR INGRESS AND EGRESS BEING GENERALLY  
 80 FEET WIDE AS LIMITED BY IMPROVEMENTS, TOPOGRAPHIC  
 FEATURES AND ENVIRONMENTAL PERMITS.



SHEET 8 of 9		REVISED AGREEMENT FILED 2006		APPROVED	
<b>ROBERT DAVIS M.D.</b> <b>RAW WATER LINE EASEMENT</b> LIVINGSTON, TENNESSEE				SCALE 1" = 100'	DATE APR. 2006
DESIGNED JRW		J. R. WAUFORD & CO. CONSULTING ENGINEERS, INC. MARTINE TOWNSEND (609 WA. 1931)		DRAWN AMR	
CHECKED JRW					



**TEMPORARY CONSTRUCTION EASEMENT**  
 IN ADDITION, A TEMPORARY CONSTRUCTION EASEMENT IS GRANTED FOR INGRESS AND EGRESS BEING GENERALLY 80 FEET WIDE AS LIMITED BY IMPROVEMENTS, TOPOGRAPHIC FEATURES AND ENVIRONMENTAL PERMITS.

Franklin D. "Beck" Smith, Register  
 Overton County  
 Rec #: 5683  
 Rec'd: 40.00  
 State: 0.00  
 Clerk: 0.00  
 EOP: 2.00  
 Total: 42.00  
 Instrument #: 7861  
 Recorded  
 12/21/2006 at 11:54 AM  
 in Record Book  
 27  
 Pas 641-648

SHEET 9 of 9		REVISED ALPHABETICALLY		APPROVED	
ROBERT DAVIS M.D.		LIVINGSTON, TENNESSEE		SCALE	
RAW WATER LINE EASEMENT		1" = 100'		DATE	
J. R. WAUFORD & CO.		CONSULTING ENGINEERS, INC.		APRIL 2006	
MEMPHIS, TENNESSEE		JOB NO. 1831		APPROVED	
DRAWN		BY		CHECKED	
AMR		JRW		JRW	

BK/PG: WD106/685-735

16001326

51 PGS:AL-EASEMENT	
JENNY BATCH: 16192	
12/29/2016 - 11:39:14 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	255.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	257.00

STATE OF TENNESSEE, CLAY COUNTY  
BRENDA BROWNING  
REGISTER OF DEEDS

Maximum Indebtedness  
for Recording Tax  
Purpose is \$0.00

This Instrument Prepared By:  
Long, Ragsdale & Waters, P.C.  
1111 Northshore Drive, NW  
Suite S-700  
Knoxville, Tennessee 37919

**NOTICE OF CONVEYANCE**  
**REQUIRED – SEE PARAGRAPH 13**

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT (the "Easement") is made to be effective as of the 29 day of December 2016, by DRY MILL CREEK, LLC, a Georgia limited liability company ("Grantor"), in favor of FOOTHILLS LAND CONSERVANCY, a Tennessee non-profit corporation, having an address as set forth below ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of real property containing approximately 1,157.38 acres located in Overton County, Tennessee and Clay County, Tennessee, respectively, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property") and depicted on the survey drawings attached hereto as Exhibit "B" over which Grantor wishes to grant Grantee a conservation easement; and

WHEREAS, the Property contributes to the ecological viability of the area in the vicinity of the Dry Creek and Standing Stone State Park (collectively, the "Wildlife Areas"); and

WHEREAS, the Property is adjacent to Standing Stone State Park, which lies within 1,000 acres of state forest, and the preservation of the Property thus contributes to the viability of these adjacent state conservation lands by increasing the overall ecologically

This Instrument Prepared By:  
Long, Ragsdale & Waters, P.C.  
1111 Northshore Drive, NW  
Suite S-700  
Knoxville, Tennessee 37919

Maximum Indebtedness  
for Recording Tax  
Purpose is \$0.00

**NOTICE OF CONVEYANCE**  
**REQUIRED – SEE PARAGRAPH 13**

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT (the "Easement") is made to be effective as of the 29 day of December, 2016, by DRY MILL CREEK, LLC, a Georgia limited liability company ("Grantor"), in favor of FOOTHILLS LAND CONSERVANCY, a Tennessee non-profit corporation, having an address as set forth below ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of real property containing approximately 1,157.38 acres located in Overton County, Tennessee and Clay County, Tennessee, respectively, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property") and depicted on the survey drawings attached hereto as Exhibit "B" over which Grantor wishes to grant Grantee a conservation easement; and

WHEREAS, the Property contributes to the ecological viability of the area in the vicinity of the Dry Creek and Standing Stone State Park (collectively, the "Wildlife Areas"); and

WHEREAS, the Property is adjacent to Standing Stone State Park, which lies within 1,000 acres of state forest, and the preservation of the Property thus contributes to the viability of these adjacent state conservation lands by increasing the overall ecologically

effective size of the protected areas, reducing the threat of future fragmentation, and protecting water quality; and

WHEREAS, the Property lies within the Standing Stone LFB Terrestrial Conservation Site, a significant ecological area prioritized for conservation actions, identified in The Nature Conservancy's – *The Interior Low Plateau Ecoregion: A Conservation Plan*; and

WHEREAS, the Property contains over three (3) miles of streams, which are tributaries to the Cumberland River according to the USGS National Hydrography Dataset, and is a headwaters area for the Cumberland River, and protection of the Property and said water features will minimize sedimentation into important downstream waterways and contribute to improved water quality; and

WHEREAS, the majority of the Property contains mature forests and high quality examples of natural communities, including some rare and uncommon natural community types; and

WHEREAS, the Property contains, in addition to riparian stream corridors and other significant ecological features, Prime Agricultural Soils which will be protected from development and remain operable and available for agricultural uses as well as significant forest lands which will be protected from development and remain available for forest management and the production of wood products; and

WHEREAS, the Property was ranked in The Nature Conservancy's Resilient Sites for Terrestrial Conservation in the Southeast Region Assessment (2014) as "Above Average" to "Far Above Average" for its resilience to climate change based on the diversity of microhabitats and climatic gradients available on the Property, and habitat connectivity in the landscape, which indicates that the Property is a strategic priority for biodiversity conservation in the face of climate change; and

WHEREAS, the majority of the Property was ranked in the Tennessee State Wildlife Action Plan (2015) GIS database as medium priority or high priority for the conservation of terrestrial, downstream aquatic, and nearby karst habitats; and

WHEREAS, protection of the Property increases the acreage of conserved lands in Overton County, Tennessee and Clay County, Tennessee generally and thus helps maintain landscape connectivity in the region, supports continuity of habitat corridors between the Property and other open space lands in the region and minimizes habitat degradation, which furthers the protection efforts outlined in the Wildlife Conservation Strategy developed in the State Wildlife Action Plan promulgated by the Tennessee Wildlife Resources Agency; and

WHEREAS, the Property includes a variety of habitats, and multiple habitat types on

the Property, abundant water sources and vast contiguous forested areas offer generous natural resources for many plant species plus resident and migratory wildlife and fish species; and

WHEREAS, the Property contains suitable habitat for over nine (9) Greatest Conservation Need species identified in the 2015 Tennessee State Wildlife Action Plan, including the Wood Thrush, Louisiana Waterthrush, Yellow-breasted Chat, Timber Rattlesnake and Eastern Box Turtle; and

WHEREAS, the Property contains examples of nine (9) natural communities: Montane Cliffs (Calcareous Type), Interior Low Plateau Chinquapin Oak-Mixed Oak Forest, Chestnut Oak – Shagbark Hickory – Sugar Maple Forest, Floodplain Canebrake, Interior Low Plateau Chinquapin Oak-Mixed Oak Forest, Montane Cliff (Calcareous Type), Northern Mixed Mesophytic Forest, River Birch – Sycamore Small River Floodplain Forest, and White Oak - Mixed Oak Dry-Mesic Alkaline Forest; and

WHEREAS, eighty percent (80%) of the Property is in good quality in terms of natural communities, and two (2) large Montane Cliffs (Calcareous Type, G3) are of excellent quality; and

WHEREAS, the Property's diversity of habitats, relative proximity to known recorded occurrences of rare and uncommon species (including twelve (12) rare species which occur within five (5) miles of the Property according to the Natural Heritage Inventory Program and sixteen (16) rare species which occur within the Hilham USGS Quad in which the Property is located), and quality natural communities create the potential for the occurrence of rare, threatened and uncommon animal, fish and plant species located in Overton County, Tennessee and Clay County, Tennessee; and

WHEREAS, the Property is significant botanically and contains at least one hundred sixty-six (166) species of vascular plants, including two (2) state listed rare species, the Butternut (State Threatened, State Vulnerable—S3) and Schreber's aster (State Special Concern, State Critically Imperiled—S1); and

WHEREAS, Grantor certifies that the Property possesses ecological, natural, forested, open land, and wildlife and fish habitat values (collectively, "Conservation Values") of great importance to Grantor, the people and visitors of Overton County, Tennessee and Clay County, Tennessee and the people and visitors of the State of Tennessee and which further contributes to the national goals to conserve scenery and wildlife for the enjoyment of future generations; and

WHEREAS, Grantor certifies that the Property possesses ecological, natural, agricultural, forested and other Conservation Values in its present state as a large natural area; and



WHEREAS, the Property remains undeveloped and is contiguous with larger tracts of both forested and agricultural lands and its preservation is desirable for aesthetic, silvicultural, agricultural, and ecological reasons; and

WHEREAS, the areas around and in the vicinity of the Wildlife Areas in middle Tennessee, around and in the vicinity of Overton County, Tennessee and Clay County, Tennessee and regionally around the metropolitan area of Cookeville, Tennessee are rapidly developing regions, and large tracts of natural lands are immediately threatened with residential, commercial and industrial development; and

WHEREAS, the specific Conservation Values of the Property are further documented in an inventory of relevant features of the Property, dated as of December 29, 2016, on file at the offices of Grantee ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the Grantor certifies and the parties agree provide, collectively, an accurate representation of the Property at the time of this grant, and which is intended to serve as an objective, though nonexclusive, information baseline for monitoring compliance with the terms of this grant; and

WHEREAS, the Conservation Values are of great importance to the Grantor, to the Grantee and to the people of Tennessee and this nation; and

WHEREAS, Grantor intends that all other Conservation Values of the Property also be preserved and maintained by prohibiting those land uses on the Property that impair or interfere with them; 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" under Sections 501(c)(3), 170(b)(1)(A)(vi) and 170(h)(3), respectively, of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code"), an "eligible donee" within the meaning of Treasury Regulation Section 1.170A-14(c)(1), whose primary purpose is to preserve land, water, air, wildlife, scenic qualities and open space by implementing programs for protecting unique or rare natural areas, water front, stream corridors and watersheds; and

WHEREAS, Grantee has a commitment to protect the Conservation Values of the Property and has the resources to enforce conservation restrictions; and

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

- (a) Preservation of the Property as a viewshed and open space for the

scenic enjoyment of the general public, which will yield a significant public benefit within the meaning of § 170(h)(4)(A)(iii)(I) of the Code;

(b) Preservation of the Property provides for the protection of a significantly relatively natural habitat of fish, wildlife, plants or similar ecosystems within the meaning of § 170(h)(4)(A)(ii) of the Code; and

(c) Preservation of the Property as open space (including forest land which contains mature trees on portions of the Property) where such preservation is for the scenic enjoyment to the general public and will yield a significant public benefit and where such preservation is pursuant to a clearly delineated Federal, State or local government conservation policy which provides significant public benefit within the meaning of § 170(h)(4)(A)(iii)(II) of the Code and this Easement will benefit the public by preserving valuable forest resources in the State of Tennessee; and

WHEREAS, this Easement constitutes a "qualified real property interest" as established in § 170(h)(2)(C) of the Code; 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 will work together to fulfill the Conservation Purposes; and

WHEREAS, Grantor intends to grant the easement and impose the restrictive covenants on the Property as set forth in this Easement to accomplish the Conservation Purposes.

NOW, THEREFORE, as an absolute charitable gift with no monetary consideration, but in consideration of the above recitals, which form a material part of this Easement and are incorporated herein by this reference, and the mutual covenants, terms, conditions, and restrictions contained herein, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the law of Tennessee and in particular the Tennessee Conservation Easement Act of 1981, Tennessee Code Annotated Section 66-9-301 (the "Tennessee Act"), and the Tennessee Agricultural, Forestry and Open Space Land Act of 1976, Tennessee Code Annotated Section 67-5-1002, and related federal statutes, Grantor has granted and conveyed, and by these presents does hereby voluntarily, unconditionally, irrevocably and absolutely grant and convey to Grantee a conservation easement in perpetuity on, in and over the Property of the nature and character and to the extent hereinafter set forth to accomplish the Conservation Purposes together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining. By signing this Easement, Grantee hereby accepts the grant of the Easement and acknowledges that the recordation of this Easement shall be construed to be a recordation of the Grantee's acceptance of this Easement. Grantee agrees to hold the Easement exclusively for the Conservation Purposes and to enforce the terms of the restrictive covenants set forth in this Easement. The grant of this Easement gives rise to a property right, immediately vesting in

Grantee.

1. Purpose. It is the exclusive purpose of this Easement to ensure that the entire Property will be retained forever in its undeveloped, 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 purpose of this Easement, including forest management activities and activities involving private hiking, fishing, horseback riding, camping and other private recreational uses, recognizing, however, that there are variations of management techniques for different areas of the Property that are and may be needed for the preservation of the Conservation Values.

2. Rights of Grantee. To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

(a) To preserve and protect the Conservation Values of the Property;

(b) To enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Easement in accordance with Paragraph 6 below; provided that, except in cases where Grantee determine that immediate entry is required 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 are alleged or believed to have occurred, such entry shall be upon prior reasonable notice to Grantor (at least seven [7] days), and Grantee shall not in any case unreasonably interfere with Grantor's use and quiet enjoyment of the Property;

(c) 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, real-time imaging, 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 terms and provisions of this Easement;

(d) To use variations of management techniques for different areas of the Property to ensure preservation of the Conservation Values;

(e) 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 in Paragraph 6 below; and

(f) The right, but not the obligation, to control, manage or destroy exotic non-native species or invasive species of plants and animals that threaten the Conservation Values of

the Property. Grantee will consult with Grantor prior to implementing such control activities; and

(g) The right of Grantee to require written notice prior to Grantor's exercise of certain reserved rights, as described herein, as required under a literal reading of Treasury Regulation Section 1.170A-14(g)(5)(ii), pursuant to Paragraph 5 below.

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 subject to those reserved rights set forth below in Paragraph 4:

(a) The legal or de facto subdivision of the Property for any purpose (for the purposes of this Easement, the term "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 discretion of the Grantee);

(b) Any commercial or industrial use of or activity on the Property (for the purpose of clarification, this prohibition does not include utilization of the Property, or portions thereof, including leasing of portions of the Property, for agricultural and forest management activities specifically detailed in Paragraph 4 below);

(c) The placement or construction of any buildings, structures, or other improvements of any kind, other than the buildings and structures expressly permitted in Paragraph 4 below;

(d) The cutting or other destruction or removal of any trees, shrubs or herbs, live or standing or fallen, except as set forth in Paragraphs 4(m) and 4(p) below and as follows:

(i) with prior notification and approval of Grantee, the cutting down or removal of trees or other vegetation necessary to construct permitted roads, driveways and utility facilities as set forth in Paragraph 4 below, or to control or prevent hazard along established trails, paths and roadways on the Property, or for wildfire control purposes as determined by the Tennessee Division of Forestry;

(ii) with prior notification and approval of Grantee, the cutting down, removal, or use of chemical agents in the control of non-indigenous and/or invasive plant species, provided such actions shall be in compliance with all applicable state and federal law; and

(iii) with prior notification and approval of Grantee as to the method and scope of the work, Grantor shall undertake all reasonable efforts to restore degraded forest stands and to reduce sedimentation in any streams located on the Property;

(e) The storage or dumping or other disposal of trash, garbage, wastes,

refuse, debris, or other unsightly or offensive material, hazardous substances or toxic waste, or any placement of 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 with respect to the Property, so long as any such disturbance is re-vegetated and restored to a natural condition promptly after completion of such placement;

(f) The above-ground installation of any new communication or utility towers or antenna, and related facilities;

(g) The placement of any signs or billboards on the Property, except that those signs (not billboards) whose placement, number, and design do not diminish the scenic character of the Property, in any material respect, may be displayed to state the name and address of the Property, to advertise or direct an on-site activity permitted pursuant to Paragraph 4, to post the Property to control unauthorized entry or use, or to otherwise display or convey a message or information so long as said sign does not impair or interfere with the Conservation Purposes and Conservation Values of the Property in any material respect and complies with any local codes and ordinances;

(h) The exploration for, or development and extraction of, minerals and hydrocarbons by any surface or subsurface mining method, by drilling, or by any other method that would impair or interfere with the Conservation Purposes and Conservation Values of the Property in any material respect in the discretion of Grantee;

(i) Grantor shall protect any rock outcrops, remaining mature forest patches and riparian buffers located on the Property from further disturbance, except as permitted under Paragraph 3(d) above;

(j) The removal, collection, impoundment, storage, transportation, diversion or other use of any ground or surface water from the Property for any purpose or use outside the boundaries of the Property or for any purposes or use within the boundaries of the Property that is prohibited by this Easement except as permitted under Paragraph 4(d) below;

(k) The filling, excavating, dredging, or any removal of topsoil, sand, gravel, rock, peat, minerals or other materials, upon or from the Property except where needed in connection with the maintenance, repair or erection of improvements permitted in Paragraphs 3 and 4 hereof;

(l) Any change in the topography of the Property through the disposal of soil, spoil, or other substance or material such as landfill or dredging spoil, nor shall activities be conducted on the Property or on any adjacent property owned by Grantor, that could cause erosion or siltation on the Property;

(m) Any dredging, channelizing or other manipulation of natural water courses or any other water courses existing within the Property as of the date of this Easement, except in

accordance with Paragraphs 4(d) and 4(e) below, and any discharge of chemicals, waste water or other pollutants into any permanent or intermittent water course;

(n) The introduction of any plant species within the Property except those that are currently located on the Property, or that are native to the area in which the Property is located, or that are recognized as non-invasive horticultural specimens;

(o) The use of the Property as open space for purposes of obtaining or qualifying for governmental approval of any subdivision or development on lands outside of boundaries of the Property or in the calculation of the amount or density of housing units or other construction for development on lands outside the boundaries of the Property or for sale by Grantor; and

(p) The use of neonicotinoids and other pesticides or biocides, including but not limited to insecticides, fungicides, rodenticides, and herbicides, except in the use of the Property for agricultural purposes in a manner approved by Grantee to control mold, vegetation disease and insects, and in a manner approved by Grantee to control insects and invasive species detrimental to the Conservation Purposes and Conservation Values of the Property (such as pesticides and/or biocides whose application is approved by governmental authorities to protect, alleviate or lessen the insect infestation of a certain species of trees to the extent now or hereafter located on portions of the Property, so long as such use is done in compliance with applicable laws and regulations).

In connection with prohibited activity set forth in subparagraph 3(f) above, Grantor and Grantee agree that the Conservation Values and Conservation Purposes of the Property are to be viewed “as a whole” and that any condemnation or taking by any public utility or other governmental entity for communication towers, utility towers or similar structures, and related easements, must view the value of the Property as a whole and at the value of the Property that existed prior to the recordation of this Easement in the setting of any condemnation award, and it be further recited that any such condemnation or taking shall, to the fullest extent provided by law, be a taking of the smallest amounts of the Property as possible and in areas along the exterior boundary lines of the Property.

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 by Grantee.

4. **Reserved Rights.** Grantor reserves to itself and to its successors and assigns, all rights accruing from their 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 expressly prohibited herein and are not inconsistent with the purpose of this Easement. Nothing herein shall be

construed as a grant to the general public of any right to enter upon any part of the Property. In addition, nothing in this Paragraph 4 shall give Grantor, its successors and assigns, the right to engage in, or permit or invite others to engage in, any use of the Property, or a portion thereof, that, in Grantee's judgment, shall result in or have an adverse effect upon the Conservation Purposes or the Conservation Values in any material respect. Without limiting the generality of the foregoing, and subject to the terms of Paragraph 3, the following rights are expressly reserved (sometimes referred to herein as the "Reserved Rights"):

(a) Grantor may engage in and permit others to engage in all outdoor recreational uses of the Property that, by their nature, do not require structures, including, without limitation, for illustration: walking, wildlife observation, photography, hiking, camping, equestrian activities and operating non-motorized vehicles (such as mountain bikes); provided, however, that no outdoor recreational activities shall occur within the Property except for recreational activities that, by their nature, are likely to have no adverse effect on the Conservation Purposes and Conservation Values of the Property, in any material respect, and, provided further, that more than de minimis commercial recreation activity is prohibited. Examples of such activities which are permitted and which are included here for illustration and not for limitation of the foregoing, include walking, wildlife observation, and photography. Notwithstanding the foregoing, all outdoor educational and recreational activities within the Property must be conducted at all times in a manner that in Grantee's judgment, (a) shall have no adverse effect upon the Conservation Purposes or the Conservation Values, in any material respect, and (b) are otherwise in conformance with this Easement.

(b) Grantor may construct and maintain trails, walkways and paths for outdoor recreation purposes, including, but not limited to, hiking, horseback riding and biking, if the following requirements and conditions are satisfied: (i) the surface of the trail shall remain pervious (such as dirt, wood chips or gravel); (ii) the trail shall be located, to the extent possible, in the path of a trail or forestry road existing on the date of this Easement; (iii) the width of the area cleared and improved for the trail shall not exceed that which is necessary for pedestrian use; (iv) the earth shall be graded to maintain a passable condition and to control and impede erosions; and (v) the trail shall be otherwise installed in a manner to avoid unnecessary tree removal, grading and other land disturbance. Similarly, Grantor may construct and maintain fences, gates, trail markers, decorative landscape structures, walkways and bridges for trail use. Grantor shall also have the right to do the following for the maintenance of trails and walkways: (i) prune dead or hazardous vegetation affecting any such trail or walkway; (ii) install or apply materials necessary to correct or impede erosion; (iii) install or replace culverts, water control structures and bridges; and (iv) install raised walkways to protect sensitive environments. Such trails and walkways shall be subject to and the use thereof may be conditioned upon compliance with rules and regulations established from time to time by Grantee in order to preserve and protect the Conservation Values and the Conservation Purposes.

(c) Grantor may construct, renovate, remodel, raze, rebuild, and maintain, in

compliance with the requirements of this Easement, a barn, a shed or sheds for storage of maintenance equipment and materials solely related to maintenance, permitted timbering and permitted farming of the Property and either aboveground or underground utilities to serve the aforesaid facilities, so long as the requirements set forth in Paragraph 4(m) relating to the new Structures are followed with respect to such improvements.

(d) Grantor may maintain and enlarge any existing ponds on the Property and may construct new ponds on the Property to the extent such ponds are for agricultural, farming and wildlife attraction purposes and for other activities permitted hereunder; provided that the location(s) of such enlarged or new ponds will be subject to the approval of Grantee, such approval to determine whether such maintenance or construction is consistent with the Conservation Purposes, and to avoid any adverse effect on any Conservation Values and/or on any sensitive environmental areas (e.g. old growth forest, habitat for rare or threatened species or wetlands); and provided, also, that all such facilities must be maintained, enlarged and constructed so as to minimize erosion and sedimentation within the Property and adjoining real estate.

(e) Grantor may perform work, including the removal of vegetation or disturbance of land, within the vicinity of existing water courses or regulated wetlands if the following requirements and conditions are satisfied: (i) such work is intended and designed to restore natural stream channel morphology and natural wetland hydrology or to improve habitat conditions for various wildlife species which support the Conservation Values or inhabit the water courses, and (ii) the written approval of Grantee is obtained. Grantor may also, with the prior written approval of Grantee, modify the morphology of the existing streams on the Property to stabilize the stream banks or to promote water wildlife habitat. Grantor shall be responsible for obtaining all necessary government permits and approvals for such work, if any, and Grantee shall have the right, but not the obligation, to require that such permits and approvals be produced for inspection by Grantor before Grantee's approval is granted.

(f) Grantor may also install and maintain service vehicle trails for limited vehicular access to the areas of the Property otherwise inaccessible by vehicle for use in maintenance, emergency access, and other permitted uses of the Property.

(g) Grantor shall have the right to utilize any ingress and egress easements which connect the Property to adjoining public roadways; provided, however, that such reserved right does not extend to giving Grantor the right to amend those certain (i) Water Line Easement recorded in Warranty Deed Book 249, page 219 in the Register's Office for Overton County, Tennessee ("ROOCT"), (ii) Grant of Easement recorded in Warranty Deed Book 3, Page 469, in the Register's Office for Clay County, Tennessee ("ROCCT"), (iii) Right-of-Way and Construction Easement recorded in Warranty Deed Book 87, Page 590 in the ROCCT, re-recorded as Warranty Deed Book 87, Page 604 and Record Book 27, Page 641 in the ROOCT, re-recorded in Warranty Deed Book 88, Page 236 in the ROCCT, revised by partially revised permanent easement recorded in Warranty Deed Book 92, Page 49 in the ROCCT and in Record Book 59, Page 93 in the ROOCT, and modified by that Easement Modification Agreement



recorded in Record Book 40, Page 401 in the ROOCT, nor agree nor consent to expanding any easements provided for therein without the prior written consent of Grantee.

(h) Grantor shall have the right conduct and allow grazing of livestock, to conduct and allow farming operations, to conduct and allow fruit trees and shrubs and other orchard activities, and to conduct and allow other agricultural activities on the Property so long as such operations, in Grantee's judgment, do not result in any adverse effect on any of the Conservation Purposes or Conservation Values, in any material respect. All agricultural activities conducted on the Property shall be in compliance, in all material respects, with the standards and specifications of the Overton County Soil Conservation District or Clay County Soil Conservation District, as applicable, (as well as any other applicable conservation district) and the federal Nature Resource Conservation Service's Technical Guide for Best Management Practices or the standards and specifications of Best Management Practices, as may be updated and amended from time to time, unless the terms of this Easement provide otherwise, in which case they shall be conducted in accordance with pertinent provisions of this Easement. In the event of a conflict between the terms of this Easement and those of the standards and specifications of Overton County Soil Conservation District or Clay County Soil Conservation District, as applicable, (as well as any other applicable conservation district) and the federal Natural Resource Conservation Service's Technical Guide for Best Management Practices or the standards and specifications of Best Management Practices, as may be updated and amended from time to time, the terms of this Easement shall control, except to the extent compliance with the standards and specifications of Overton County Soil Conservation District or Clay County Soil Conservation District, as applicable, (as well as any other applicable conservation district) or the federal Nature Resource Conservation Service's Technical Guide for Best Management Practices or the standards and specifications of Best Management Practices, as may be updated and amended from time to time, is required by applicable law.

(i) Grantor shall have the right to maintain, repair, and replace existing fences. New fences (including security fences) may be built or installed on the Property for purposes of customary management of livestock and wildlife and/or creating and maintaining gardens, unless such fences shall have, in Grantee's judgment, an adverse effect on the Conservation Purposes or Conservation Values, in any material respect.

(j) Grantor shall have the right to maintain, remodel, replace, and repair existing water tanks, water wells, fences, dams, culverts.

(k) Grantor shall have the right to use motorized vehicles for recreational and agricultural purposes on the Property and to access the permitted Structures (hereinafter defined) over roadways and driveways provided for in Paragraphs 4(l) and 4(m); provided, however, that (i) other than by Grantor, Grantor's invitees and guests, or parties having the right to travel to and from the Structures, such use is prohibited, and (ii) use of all-terrain motorized vehicles for all recreational and agricultural purposes shall be in a manner consistent with the Conservation Values and Conservation Purposes set forth herein and any use

agreement that may be hereafter entered into between Grantor and Grantee.

(l) Grantor retains the right to maintain, repair, and replace existing land management roads, existing access roads, and associated bridges and culverts, together with the right to construct new land management roads and new access roads and driveways to access any permitted Structure (defined below) and associated utility improvements, provided that said roads and associated improvements fulfill the following requirements: (i) additional roads, driveways or road improvements are necessary to provide reasonable land management access to the Property and/or to provide access to and from a permitted Structure; (ii) such construction, use and maintenance is in compliance with then currently available Tennessee Forest Best Management Practices Guidelines in existence as of the date of this Easement and do not compromise or adversely affect existing Conservation Purposes or Conservation Values of the Property, in any material respect; (iii) the location and dimensions of a new road and/or driveway to serve each of the permitted Structures shall be reviewed and approved by Grantee, and location and dimension of each road must not, in Grantee's judgment, result in any adverse effect on any of the Conservation Purposes or Conservation Values, in any material respect; (iv) the location of each new road, 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, before Grantee's approval is granted; (v) Grantor, and not Grantee, shall bear all responsibility for obtaining permits or other approval of any state, county or municipal government for the location of any road, driveway, utility facility or other related improvement, the location of which is to be reviewed by Grantee under this Paragraph 4(l); (vi) the width of the cartway of a road or driveway and of any necessary utility facility easement and any area of land disturbance, grading or tree removal for such road or easement shall be no greater than the minimum necessary to meet any legal requirements or, to the extent no legal requirements apply or are lawfully waived, the minimum practicable consistent with sound engineering techniques and methods; (vii) Grantor shall use its best efforts to utilize existing roads and improvements in identifying the location of each new road, driveway and any new utility facilities; and (viii) the description of any new road, driveway and utility facility areas as reviewed and approved by Grantee shall be set forth in a written agreement signed by duly authorized officers of Grantee and by Grantor, and the agreement shall be kept and maintained in the offices of Grantee.

(m) Grantor may, upon satisfaction of the conditions set forth below, have the right to construct up to ~~two-three (23)~~ new Structures (hereinafter defined) to be located within ~~two-three (32)~~ new areas located within the Property in the sizes and at those locations set forth on Exhibit "D-1" attached hereto and also identified on Exhibit "D-2" attached hereto (each hereinafter called a "Building Area" and collectively referred as the "Building Areas"), together with the other accessory improvements described in Paragraphs 3(c) and Paragraph 4, according to the procedures in this Paragraph 4(m). Grantor may also construct roads and driveways as necessary to gain access to the Building Areas and may maintain, replace, construct and install underground utilities (including sanitary septic fields and wells for water) needed to service the Structures, also in accordance with the procedure and requirements of Paragraph 4(l) and of this Paragraph 4(m); provided, however, that access to the Building Areas is on a currently existing

and permanent internal road or drive. Grantor may also place, construct, replace, repair, and maintain outdoor lighting within the Building Areas and along the access roads and driveways described herein so long as said lighting does not diminish the scenic character of the Property nor impair or interfere with any of the Conservation Purposes or Conservation Values of the Property. Subject to the prior written consent of Grantee as to the exact trees to be trimmed or removed, Grantor shall have the right to trim trees and branches to preserve the view from a Structure on a Building Area. There shall be no renovation, remodeling (as to the exterior), construction or use of any Structure (although normal maintenance and repair efforts may be conducted) 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 each Building Area shall have been reviewed and approved by Grantee. The location of each Building Area must not, in Grantee's judgment, result in any adverse effect on any of the Conservation Purposes or Conservation Values, in any material respect. Grantor hereby identifies ~~two-three~~ (32) potential locations for the Building Areas and each of those potential locations and the approximate proposed size of each potential location are set forth on Exhibit "D-1" attached hereto and also depicted on the Exhibit "D-2" map attached hereto. At such time as Grantor desires to construct a Structure within one of such potential Building Areas, Grantor shall contact Grantee in writing and, in response to such contact, Grantee shall review and evaluate the specific Building Area so identified (and Grantee shall approve or not approve said potential location in accordance with the provisions hereof).

(ii) The location of each Building Area, any new road and driveway, any new utility facilities, and any trees and branches to be trimmed to preserve views, 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, before Grantee's approval is granted.

(iii) Grantor, and not Grantee, shall bear all responsibility for obtaining permits or other approval of any state, county or municipal government for the location and construction, as applicable, of the Building Areas, the Structures, utility facilities, roads, driveways and other related improvements, the locations of which are to be reviewed by Grantee under this Paragraph 4(m).

(iv) The description of the Building Areas, utility easement areas and any new road and driveway as reviewed and approved by Grantee shall be set forth in a written agreement signed by duly authorized officers of Grantee and by Grantor, and shall be kept and maintained in the offices of Grantee.

(v) All of Grantee's expenses incurred in the review, approval and oversight of the Reserved Rights in this Paragraph 4(m), including allocated staff time and attorney's fees, as well as the costs of surveying required herein, shall be paid by Grantor. Grantee may require a deposit of its estimated expenses before granting any approval or reviewing any surveys or other submissions by Grantor.

"Structure" and "Structures" shall mean, and Grantor may construct, renovate, remodel, raze and rebuild, and maintain, in compliance with the requirements of this Easement, as follows: ~~two-three (32)~~ new cabins or dwellings, one (1) within each of the Building Areas. Each Structure shall not exceed ten thousand (10,000) square feet of above-ground footprint or forty (40) feet in height measured from lowest point of final grade to highest ridge of roof, so long as, in Grantee's judgment, such use shall have no adverse effect on the Conservation Purposes and Conservation Values of the Property, in any material respect; provided, however, that any buildings or structures existing as of the date of this Easement on the Building Area described and identified as "Homesite #3" on Exhibit "D-1" and Exhibit "D-2" attached hereto ("Homesite #3") shall not be subject to the foregoing square footage and height restrictions, and the square footage of such buildings or structures shall not be included in the square footage calculation of any new Structure to be located on Homesite #3 so long as such buildings or structures are not directly connected to the Structure. Grantor may also construct and maintain within a Building Area ancillary buildings and structures and supporting buildings that are customarily accessory to a cabin used as a single family cabin or hunting cabin and/or customarily accessory to a single family dwelling (e.g., garages and gazebos).

(n) There shall be no pollution of surface water, natural water courses, lakes, ponds, marshes, subsurface water, or any other water bodies other than is incidental to the uses and activities authorized herein. It is hereby acknowledged that many of the intended uses of the Property are agricultural and forest management based and could result in soil disturbance. Any runoff or erosion associated with agricultural or forestry management in conformance with Best Management Practices promulgated by any department or agency of the State of Tennessee or of the United States shall not be deemed a breach of the provisions of this Easement.

(o) Hunting and fishing shall be permitted on the Property by written permission of Grantor, and Grantor shall have the right to control, destroy, or trap predatory and problem animals that pose a nuisance or threat to livestock, crops and/or humans, so long as such use shall have no adverse effect on the Conservation Purposes and Conservation Values of the Property in any material respect. Grantor may maintain, construct, renovate, enlarge, remodel, raze, rebuild, and maintain, in compliance with the requirements of this Easement, towers and/or platforms for wildlife observation and hunting, wildlife green areas and/or food plots, and temporary restroom facilities on walking trails and in the Building Areas related to permitted hunting and other permitted activities on the Property, so long as the requirements set forth in Paragraph 4(m) relating to the new Structures are followed with respect to such improvements, so long as the requirements in Paragraph 4(h) relating to agricultural activities are followed with respect to wildlife green areas and/or food plots, and so long as such activities shall have no adverse effect on the Conservation Purposes and Conservation Values of the Property in any material respect.

The establishment of a commercial hunting preserve and other hunting and fishing activities on a commercial basis are specifically prohibited. Any food plots on the Property shall be in

conformance with any Best Wildlife Management Practices promulgated by any department or agency of the State of Tennessee or of the United States, and the number and total acreage of any food plats is subject to the express written consent of Grantee.

(p) 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:

- (1) a Forest Management Plan (“Plan”);
- (2) a Timber Sale Contract (“Contract”);
- (3) a Road Plan (“Road Plan”); and
- (4) a Harvest Notice (“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:

- (5) the terms, conditions, and provisions of this Easement;
- (6) 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”), and which may be amended from time-to-time, and which, to the extent they are inconsistent with BMPs (as defined below), shall control;
- (7) the Tennessee Division of Forestry Best Management Practices Guidelines for Forestry (“BMPs”), as outlined in the Guide to Forestry Best Management Practices 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
- (8) any and all other applicable county, state, and federal forestry laws, rules, and regulations as they may apply to Grantor’s specific timber management activities;

Items (5), (6), (7), and (8), 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 and with the 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.

**(i) 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:

(1) 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.

(2) 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:

- objectives;
- (I) Grantor's long-term management goals and
- considerations for:
- (II) Descriptions, mapped locations, and management
- 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.

(III) Proposed timber harvest intent, silvicultural treatments, schedules; and

(IV) 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.

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

(1) 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;

(2) Any constraints on harvesting;

(3) Details regarding liability and worker's compensation insurance required to be carried by the timber purchaser;

(4) A requirement that Grantee be named as an additional insured on all such policies;

(5) An indemnification and hold harmless of Grantee by the timber purchaser for any liability imposed on Grantee arising out of or related to forest management activities;

(6) 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

(7) An expiration date for the Timber Sale Contract by which (a) harvesting will be complete or, whether complete or not, will terminate under the current Timber Sale Contract, (b) all equipment will be removed from the Property, (c) all roads 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.

**(iii) 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:

(1) Grantor and/or Grantor's consulting forester, must contact Grantee prior to developing the Road Plan;

(2) 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 effect 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 effect, Grantee shall have the right to prohibit the use of some or all of the Existing Roads;

(3) 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

(I) additional roads or road improvements are necessary to provide reasonable forest management access to the Property;

(II) provision is made for the adequate and proper closure and revegetation of skid roads and landings; and

(III) 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.

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

(1) 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 Paragraph 4(p);

(2) Grantor shall provide Grantee with a written notice ("Notice") at least seven (7) days prior to commencement of any forest management activities, and in no event less than thirty (30) days after Grantee's approval of the Plan,



the Contract, and the Road Plan;

(3) The 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:

(I) a general description of the scope of the activity (size and location of area (including maps));

(II) prescribed silvicultural treatments which may be employed;

(III) 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;

(4) Forestry activities shall be conducted within the constraints of the Plan, the Contract, the Road Plan, and the 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

(5) Grantee shall have the right to object to any portion or provision of the Notice and shall promptly notify Grantor of any objectionable provisions. In the event Grantee does object to any portion or provision of the Notice, Grantor shall not commence any forest management activities unless and until Grantee provides written approval of the Notice or withdraws Grantee's objection or objections to the Notice.

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

While the entire Property is subject to management for the preservation of the Conservation Values of the Property, there are variations of management techniques for different areas of the Property. Notwithstanding any other provision of this Easement, 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 effect 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 the Grantee Management Guidelines. The same constraints apply to 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 C," with the exception of the 100-foot buffer area, which will not apply to any area designated by Grantee as a Management Area C. Notwithstanding the above in the event Grantee makes a written determination that forest management or other activities within a Management Area B or a Management Area C 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, shall be permitted within a Management Area B and/or a Management Area C. Management Areas B and C as of the date of this Easement are shown on that certain map drawing attached hereto as Exhibit "E". As used in this Paragraph, "Grantee Management Guidelines" means and refers to specific guidelines adopted by Grantee's Board of Directors, a copy of which was provided prior to the execution and delivery of this Easement, and which may be amended from time-to-time, and which, to the extent they are inconsistent with BMPs, shall control.

(v) **Non-Commercial Timber Harvest.** Notwithstanding any provision in this Easement to the contrary, Grantor retains the right to remove damaged, diseased, or dead trees so long as such removal is conducted in a manner to avoid unnecessary tree removal, occurs on an isolated basis (as contrasted to removal under a plan to harvest), and is minimal in scope, to remove trees in connection with any construction activities permitted under Paragraph 4 that have been approved by Grantee, to remove trees in connection with the agricultural and silvicultural activities permitted herein, to remove trees that present a hazard to persons or property, or to remove trees for the cutting of firewood, posts, and poles for personal or farm uses; provided, however, that Grantor shall provide Grantee with written notice as to the exact trees to be removed and, if applicable, the nature of the damage or disease, prior to the removal of any trees in accordance with this Paragraph 4(p)(v); and provided further that such removal of trees shall have no adverse effect upon the Conservation Purposes or the Conservation Values, in any material respect.

(q) Grantor hereby retains and may hold, market, and transfer any and all rights related to forest carbon, including, without limitation, mitigation credits and offsets, now present or existing in the future, and the right to report such mitigation credits or offsets to any relevant public or private regulatory/oversight body or registry whether pursuant to a voluntary system or one created by local, federal, or international law or regulation, which rights arise from or are generated by or from the Property on or after the date of this Easement (collectively, "Forest Carbon Services"). The Forest Carbon Services retained hereunder shall specifically include, without limitation, the right to hold, reserve, report, market, or retire any greenhouse gas mitigation credits or offsets that may be generated on the Property, and other types of mitigation credits or offsets that arise from the production of forest carbon. Grantor shall have the absolute discretion in determining the purchaser(s) and/or recipient(s) of any Forest Carbon Services and the consideration for such forest carbon services shall inure to the sole benefit of Grantor;

provided, however, that nothing in this Paragraph 4(q) shall compromise, usurp, or in any way affect any of Grantee's rights, or the remedies available to Grantee as set forth elsewhere in this Easement, to protect the Conservation Values of the Property and/or the Conservation Purposes of this Easement.

(r) No assurance is given that any of the above Reserved Rights for which the consent or approval of Grantee is expressly required in this Easement may be exercised, in such matter as Grantor might propose, without having an adverse effect on the Conservation Purposes, Conservation Values or other significant ecological values of the Property. The foregoing procedure is established for the purpose of making that determination. The Reserved Rights for which the consent or approval of the Grantee is expressly required in this Easement may not be exercised unless and until Grantee is satisfied that the exercise of the Reserved Right for which approval is sought, and in the manner proposed by Grantor, can be done without an adverse effect on the Conservation Purposes, Conservation Values or other significant ecological values of the Property. Grantor hereby waives, for Grantor and Grantor's 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 Paragraph 4 and agrees that the sole remedy or legal right to seek redress arising from any decision of Grantee pursuant to this Paragraph 4 shall be to seek a declaratory judgment or other legal declaration by a court of competent jurisdiction as to the rights of Grantor hereunder. Grantor and Grantee agree that it is their intent that the rights reserved by Grantee in this Easement conform to the requirements of 26 Code of Federal Regulations 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 their rights reserved under this Easement in such a manner to adversely impact the Conservation Purposes or Conservation Values of the Property. Notwithstanding anything herein to the contrary, Grantor shall notify the Grantee, in writing, before exercising any of Grantor's reserved rights under Paragraphs 3 or 4 of this Easement which may have an adverse impact on the Conservation Purposes or Conservation Values of the Property. If the Grantee determines that any exercise by Grantor of its reserved rights under this Easement may have an adverse impact on the Conservation Purposes or Conservation Values of the Property, Grantee may withhold its approval of such action by Grantor as further provided in Paragraph 5(b), although such approval will not be unreasonably withheld or delayed.

(s) All of Grantee's expenses incurred in the review, approval and oversight of any of the Reserved Rights in which Grantee's consent and approval is needed, including allocated staff time and attorney's fees, as well as the costs of surveying required herein, shall be paid by Grantor. Grantee may require a deposit of its estimated expenses before granting any approval or reviewing any surveys or other submissions by Grantor.

## 5. Notice and Approval.

(a) Notice of Intention to Undertake Certain Permitted Action Pursuant to Paragraph 3(d) and Paragraph 4. The purpose of requiring Grantor to notify Grantee prior to

undertaking certain permitted activities, which is provided in Paragraph 3(d) and Paragraph 4 (or elsewhere in this Easement), is to afford Grantee an adequate opportunity to monitor the activities in question to ensure that they are designed and carried out in a manner that is not inconsistent with the purpose of this Easement. Whenever notice is required pursuant to Paragraph 3(d) or Paragraph 4 herein, Grantor shall notify Grantee in writing not less than thirty (30) days prior to the date Grantor intend to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement. As required by 26 C.F.R. § 1.170A-14(g)(5)(ii), Grantor shall notify Grantee in writing before exercising any Reserved Right that may impair the conservation interests associated with the Property.

(b) Grantee's Approval. When Grantee's approval is required, as set forth in Paragraph 3(d) or Paragraph 4 (or elsewhere in this Easement), Grantee shall grant or withhold its approval in writing within thirty (30) days of receipt of Grantor's written request therefor. Grantee's approval may be withheld only upon a reasoned determination by Grantee that the action as proposed would be inconsistent with the purpose of this Easement or would be inconsistent with the restrictions set forth in this Easement. If Grantee does not approve or withhold approval of the requested action within thirty (30) days of receipt of Grantor's written request therefore, Grantee is deemed to have granted approval of such requested action and Grantor is expressly authorized to proceed therewith EXCEPT WHERE the requested action is clearly prohibited by the terms of this Easement or would result in an adverse effect on the Conservation Purposes or Conservation Values in any material respect.

(c) Waiver of Damages. Notwithstanding the foregoing, in the event the Property is affected or in imminent danger of being affected by casualty damage resulting from an Act of God, fire or other event beyond Grantor's control then the prior approval requirements of this Paragraph shall be waived as to any action that would otherwise require such approval but which must be undertaken by Grantor immediately in order to prevent loss, damage or injury to persons or property or to prevent ecological damage to the Property or neighboring property (an "Emergency Restoration Action"); provided that Grantor makes a good faith effort to notify Grantee prior to undertaking such Emergency Restoration Action and to keep Grantee informed of its ongoing actions.

(d) Costs and Expenses of Review and Approval. Grantor shall be responsible, as a condition of the right to exercise the Reserved Rights, for payment of Grantee's reasonable costs and expenses, including legal and consultant fees, associated with review of Grantor's request for approval. Grantee may condition consideration of a proposal for exercise of Reserved Rights upon the deposit of a sum of money with Grantee to secure payment of Grantee's reasonable costs of review. The time period for Grantee's consideration of Grantor's request shall not run until such deposit is made.

(e) Limitation of Liability. No assurance is given that any of the above Reserved Rights for which the consent or approval of Grantee is expressly required in this

Conservation Easement may be exercised, in such manner as Grantor might propose, without having an adverse effect on the Conservation Purposes or other significant ecological values of the Conservation Area. The foregoing procedure is established for the purpose of making that determination. The Reserved Rights for which the consent or approval of Grantee is expressly required in this Conservation Easement may not be exercised unless and until Grantee is satisfied that the exercise of the Reserved Right for which approval is sought, and in the manner proposed by Grantor, can be done without an adverse effect on the Conservation Purposes or other significant ecological values of the Conservation Area. Grantor hereby waives, for Grantor, and Grantor's successors, legal representatives, 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 Paragraph and agrees that the sole remedy or legal right to seek redress arising from any decision of Grantee pursuant to this Paragraph shall be to seek a declaratory judgment or other legal declaration by a court of competent jurisdiction as to the rights of Grantor hereunder.

## 6 Grantee's Remedies.

(a) 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 to Grantor of such violation 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 agreed upon by Grantor and Grantee.

(b) Injunctive Relief. If Grantor fails to cure the violation within sixty (60) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a sixty (60) day period or fail to begin curing such violation within the sixty (60) day period, or fail to continue diligently to cure such violation until finally cured, 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 or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.

(c) Damages. If there is a violation of any of the provisions of this Easement, Grantee shall notify (by written instrument) the Grantor, who shall promptly cure the violation by (i) ceasing the violation or (ii) restoring the Property to its condition before the violation or (iii) both, as the case may be. Grantee shall have the right, but not the obligation, to pursue legal actions or proceedings at law and equity to enforce the conservation restrictions, including but not limited to, the right to cause such violation to be cured, and if a court of competent jurisdiction determines that a violation has occurred hereunder, the owner shall reimburse Grantee, as applicable, for all reasonable expenses incurred, including legal fees whether in or out of court and the cost of legal proceedings brought to cure the violation or to collect such

reimbursement. Further, Grantee shall have the right, but not the obligation, to restore the Property to its condition at the date of this Easement to ensure conformity with Treasury Regulation Section 1.170A-14(g)(5)(ii), and Grantor (or the then-current owner(s) of the Property as the case may be) shall reimburse Grantee, as applicable, for all reasonable expenses and costs incurred to complete said restoration. In addition, 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 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. Grantee may seek payment and recovery of such damages by any means available at law. The value of the protected natural resource shall be greater of (i) the market value of the resource, or (ii) 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 having jurisdiction may determine, taking into account the importance of the resource to the fulfillment of the Conservation Purposes.

(d) **Emergency Enforcement.** If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Purposes or Conservation Values of the Property, Grantee may pursue its remedies under this Paragraph 6 without prior notice to Grantor or without waiting for the period provided for cure to expire.

(e) **Scope of Relief.** Grantee's rights under this Paragraph 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 inadequate and that Grantee shall be entitled to the injunctive relief described in Paragraph 6(b), 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 Paragraph 6 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

(f) **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 attorneys' fees, 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.

(g) **Forbearance.** Forbearance by Grantee to exercise its rights under this Easement in the event of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other

term 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 upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

(h) Waiver of Certain Defenses. Grantor hereby waives any defenses of laches, estoppel, or prescription.

(i) 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 action upon the Property that constitutes a violation of any of the covenants or restrictions of this Easement, whether such person or entity enters upon 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.

(j) 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 Paragraph 12 or as required by statute (and only to the extent such statute cannot be waived by agreement of Grantee and Grantor).

(k) Natural Events Not a Violation. Notwithstanding anything herein to the contrary, Grantor shall not bring any action seeking to enforce this Easement against Grantor, nor shall this Easement be considered to have been violated by Grantor, as a result of any damage to the Property that would be considered a violation of this Easement if such damage was the result of a natural event such as an earthquake or flood, wind, lightning or other storm event, including those events commonly referred to as "acts of God", nor as a result of any emergency measures reasonably taken by Grantor to abate or mitigate significant injury to the Property as a result of any such natural event.

7. Access. No right of access by the general public to any portion of the Property is conveyed by this Easement.

8. Costs, Liabilities, Taxes, and Environmental Compliance.

(a) Costs, Legal Requirements, and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate liability insurance coverage. 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, regulation, 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.

(b) Taxes. Each owner of the Property shall pay all taxes and assessments lawfully assessed against the Property owned by such owner, who shall provide to Grantee receipted tax bills or other evidence satisfactory to Grantee within fifteen (15) days of written request for same.

(c) Availability or Amount of Tax Benefits. Grantee makes no warranty, representation or other assurance regarding (i) the availability, amount or effect of any deduction, credit or other benefit to Grantor or any other person or entity under United States or any state, local or other tax law to be derived from the donation of this Easement or other transaction associated with the donation of this Easement, or (ii) the effect that any Reserved Right of Grantor to use the Property has on the availability, amount or effect of any such deduction, credit or other benefit. This donation is not conditioned upon the availability or amount of any such deduction, credit or other benefit. Grantee makes no warranty, representation or other assurance regarding the value of this Easement or of the Property. As to all of the foregoing, Grantor is relying upon Grantor's own legal counsel, accountant, financial advisor, appraiser, or other consultant and not upon Grantee or any legal counsel, accountant, financial advisor, appraiser or other consultant of Grantee. Grantor acknowledges that Grantor's reservation of the Reserved Rights herein and the utilization of the Property, or any portion thereof, under the Reserved Rights, even if such use is consistent with the Conservation Purposes in the opinion of Grantee and its advisors, may still affect the deduction, credit or other benefit to Grantor under applicable tax laws to be derived from the donation of this Easement. In the event of any audit or other inquiry of a governmental authority into the effect of this donation upon the taxation or financial affairs involving Grantor or Grantor's successors or assigns or other similar matter then Grantee shall be reimbursed and indemnified by Grantor for any cost or expense (including, without limitation, reasonable attorney's fees) of any kind or nature whatsoever incurred by Grantee in responding or replying thereto.

(d) Contemporaneous Written Acknowledgement. By Grantee's signature below, this Paragraph 8(d) constitutes that Contemporaneous Written Acknowledgement of the contribution by the donee organization, in this case, Grantee, required by Section 170(f)(8) of the Code with respect to the property interest conveyed to Grantee by this Easement. The property interest is the Easement described in, and evidenced by, this document, and a proper legal description of the Property encumbered by this Easement is attached hereto as Exhibit "A". No goods or services were provided by Grantee as consideration, in whole or in part, for the grant of this Easement by Grantor.

(e) Representations and Warranties. Grantor certifies, represents and warrants that, after reasonable investigation and to the best of its knowledge:

(i) No substance defined, listed, or otherwise classified pursuant to



any federal, state, or local law, regulation, 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. Further, Grantor covenants and represents that, to the best of its knowledge, no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Property, and that there are no underground storage tanks located on the Property. If, at any time, there occurs, or has occurred, a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, 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 shall take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Grantee, in which case Grantee shall be responsible therefore. Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability to 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 with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), and any corresponding state statute;

(ii) There are not now any underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements;

(iii) Grantor and the Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Property and its use;

(iv) There is no pending or threatened litigation in any way affecting, involving, or relating to the Property;

(v) 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, regulation, or requirement applicable to the Property or its use, nor do there exist any facts or circumstances that Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders;

(vi) There is no mortgage or other deed of trust securing borrowed money encumbering Grantor's interest in the Property. Further, Grantor hereby represents and warrants that Grantor is seized of the Property in fee simple, and that any and all financial liens or financial encumbrances existing as of the date of this Easement, if any, have been subordinated to this Easement and that Grantee and its successors and assigns shall have the use and enjoyment of all the benefits derived from and arising out of this Easement;

(vii) There are not now any mineral rights reservations that would allow any surface mining activity as to the Property;

(viii) The Baseline Documentation, the Table of Contents of which is attached hereto as Exhibit "C", accurately establishes the uses, structures, Conservation Values and condition of the Property as of the date of this Easement, and includes, among other things:

- Naturalist's Report on the Property;
- Environmental Conditions Map of the Property;
- Photographs of current site conditions on the Property;
- Narrative description of the significant ecological and other conservation values and characteristics of the Property;
- Survey/drawing of the Property;
- Title report of the Property;
- Topographic map of the Property;
- Purpose and summary of Easement conditions; and
- Grantor/Owner acknowledgement of Easement conditions.

The entire Baseline Documentation can be found on file at Grantee's office. Also, see Paragraph 17(l) below;

(ix) The Baseline Documentation is an accurate representation of the condition of the Property; and

(x) Each individual signing below, executing this Easement on behalf of Grantor, represents and warrants to Grantee possession of the legal capacity and authority to execute and deliver the Easement and related documents, thereby binding Grantor.

(f) Remediation. If, at any time, there occurs, or has occurred, a release by Grantor in, on or about the Property of any substance now or hereafter defined, listed or otherwise classified pursuant to any federal, state or local laws, regulation 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 take all steps necessary to ensure its containment and remediation, including any cleanup that may be required.

(g) 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 with respect to the Property within the meaning of CERCLA, and Tennessee Code Annotated Section 68-212-101 et seq.

(h) Hold Harmless. If the Grantee is required by a court to pay damages

resulting from personal injury, property damage, hazardous waste contamination or hazardous materials usage that occurs on the Property, Grantor shall indemnify and reimburse the Grantee for these payments, as well as for reasonable attorney fees and other expenses of defending itself, unless the Grantee or its agents or contractors have violated or are negligent or have committed a deliberate act that is determined by a court to be a cause of the injury or damage.

(i) Indemnification. Grantor covenants and agrees to indemnify, defend, reimburse, and hold harmless Grantee, its directors, officers, attorneys and employees from, for and against any Loss (hereinafter defined) to the extent such Loss arose from an Indemnified Cause (hereinafter defined). A "Loss" shall mean any loss, cost, liability, penalty, fine, or damage of any kind or nature whatsoever which Grantee or any of its directors, officers, attorneys or employees may reasonably be concluded to have suffered, paid or incurred. The term "cost" shall include, but shall not be limited to, reasonable attorneys' fees and witness and court fees. An "Indemnified Cause" shall mean any of the following: the violation or alleged violation of any law in, upon 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 covenants and restrictions 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 upon the Property or upon 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 as to which the interpretation or enforcement of Grantee is upheld; or any lawsuit (even if 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, attorneys or employees or to which any of the foregoing are made a party or called as a witness; but "Indemnified Cause" shall not include any cause which results from Grantee's own acts which are finally determined by a court to have been the result of bad faith, gross negligence or willful misconduct of Grantee. It is further agreed that no person shall have an indemnification obligation or liability under this Paragraph 8(i) as to any Indemnified Cause which 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 understood that one or more subsequent Grantors shall have such indemnification, defense, reimbursement, and holding harmless obligation).

## 9. Extinguishment and Condemnation.

(a) Extinguishment. If circumstances arise in the future that render the purpose of the Easement impossible to accomplish, the Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any

portion of the Property subsequent to such termination or extinguishment, shall be the stipulated fair market value of the Easement, or proportionate part thereof, as determined in accordance with Paragraph 9(b) or 26 C.F.R. Section 1.170A-14, if different.

(b) Valuation. This Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of Paragraph 9(a), the parties stipulate to have a fair market value determined by multiplying (a) the fair market value of the Property unencumbered by the Easement by (b)  $x/y$ , which is the ratio of the value of the Easement at the time of the grant to the value of the Property, without deduction from the value of the Easement, at the time of this grant. (The values at the time of this grant are or shall be those values used for this grant, pursuant to Section 170(h) of the Code. For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.) It is intended that this Paragraph 9(b) be interpreted to adhere to and be consistent with 26 C.F.R. Section 1.170A-14(g)(6)(ii).

(c) Condemnation. If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of the interests in the Property subject to the taking or in lieu purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantor and Grantee in connection with the taking or in lieu purchase shall be paid out of the amount recovered. Grantee's share of the balance of the amount recovered shall be determined by multiplying the balance by the ratio set forth in Paragraph 9(b).

(d) Application of Proceeds. Grantee shall use any proceeds received under the circumstances described in this Paragraph 9 in a manner consistent with Grantee's Conservation Purposes, which are exemplified by this grant.

(e) Entire Property. Consistent with the charitable intent of Grantor and Grantee to protect the Conservation Values and accomplish the Conservation Purposes, Grantor and Grantee view the conservation of the entire Property as important to the protection of the Conservation Values and Conservation Purposes and believe that condemnation of a part of the Property for a utility, road or other project may damage or take the Conservation Values and Conservation Purposes and the real property interests inherent in the Conservation Values and Conservation Purposes, beyond the boundaries of the area of taking. Grantor and Grantee, therefore, together or separately, may seek an award of damages for condemnation equal to the value of the Property, the Conservation Values or the Conservation Purposes beyond the value of the area of taking. Grantor and Grantee further intend and desire that any entity or authority seeking to condemn land for a public purpose seek every possible alternative to taking any part of the Property and thus compromising the Conservation Values and the Conservation Purposes and, further, that in the event of any unavoidable taking for a public purpose, according to law, the area of taking be the smallest area possible, consistent with protection of the Conservation Values and the Conservation Purposes. Nothing herein is intended to, nor may be construed to,

waive or limit the rights of Grantor or Grantee under applicable law or to alter the obligations of Grantor and Grantee with respect to 26 CFR 1.170A-14(g)(6)(ii).

10. Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate and provide protection equal to or greater than this Easement, Grantor and Grantee may jointly amend this Easement, provided that no amendment shall be allowed that will: (i) affect the status of this Easement as a "qualified real property interest" within the meaning of § 170(h)(2) of the Code; (ii) cause this Easement to be contributed to an organization other than a "qualified organization" with the meaning of § 170(h)(3) of the Code; (iii) affect the status of Grantee as a "qualified organization" within the meaning of § 170(h)(3) of the Code; (iv) cause this Easement to be contributed other than "exclusively for conservation purposes" within the meaning of §§ 170(h)(1), (4), and (5) of the Code; (v) affect the status of this Easement as a conservation easement within the meaning of applicable state law; or (vi) affect the qualification of this Easement or the status of Grantee under any applicable laws, including but not limited to § 170(h) of the Code. Any amendment shall be consistent with the purpose of this Conservation Easement, shall not affect its perpetual duration, and shall provide protection equal to or greater than this Easement. Any such amendment shall be recorded and cross referenced to this Easement in the Offices of the Register of Deeds for Overton County, Tennessee and Clay County, Tennessee.

11. 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 at the time of transfer under Section 170(h) of the Code and 26 C.F.R. Section 1.170A-14 (or any successor provision then applicable), and authorized to acquire and hold conservation easements under the Tennessee Act 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 Purpose that this grant is intended to advance, continue to be carried out, and the transferee has a commitment to protect Conservation Purposes and the resources to enforce this conservation 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.

12. 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 under Section 170(h) of the Code and 26 C.F.R. Section 1.170A-14, or to be authorized to acquire and hold conservation easements under the Tennessee Act, then the Grantor and Grantee shall mutually agree upon a qualified successor Grantee, and if the Grantor and Grantee cannot agree upon a qualified successor 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 Paragraph 11.

13. Subsequent Transfers.

(a) 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. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least thirty (30) days prior to the date of such transfer. Any mortgagee must subordinate its rights in the Property to the Grantee to enforce the Conservation Purposes of the Easement.

(b) **Transfer Fee.** 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 under 26 CFR §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 Paragraph 13(b).

(i) The "Transfer Payment" amount shall be a sum equal to one percent (1.0%) of the Purchase Price (defined below) of the Property, or part thereof; the improvements on the Property; and all other land, improvements, and other property included in the Qualifying Transfer;

(ii) "Qualifying Transfer" shall mean the conveyance of legal title to the Property, or any part thereof; the improvements on the Property; and any other land, improvements, and other property conveyed by the same deed of conveyance and/or any other instrument of transfer by which the Property, or part thereof, is conveyed; provided, however, a Qualifying Transfer shall not include the first transfer following the recordation of this Easement;

(iii) The "Purchase Price" shall be the sum of all of the following given as consideration for a Qualifying Transfer: (a) payment of money, (b) transfer of real or personal property or other tangible consideration, (c) purchase money indebtedness, and (d) the assumption of 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 satisfaction of Grantee;

(iv) 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. 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;

(v) 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;

(vi) 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;

(vii) The obligation for payment of the Transfer Fee 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 Fee, 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;

(viii) 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 highest rate permitted by law 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;

(ix) Grantor shall be liable, and Grantee agrees to reimburse Grantor, for all reasonable attorney fees and other costs and expenses of collection incurred by Grantee in the enforcement of the provisions of this Paragraph 13(b). This obligation is binding on Grantee, its heirs, successors, and assigns; and

(x) Notwithstanding any other provision of this Easement, neither the validity of this Paragraph 13(b) nor compliance with or enforcement of this Paragraph 13(b) shall have any bearing or effect whatsoever on the validity and/or enforceability of any other provision of this Easement.

14. Estoppel Certificates. Upon request by Grantor, Grantee shall within twenty (20) days execute and deliver to Grantor, or to any party designated by Grantor, any document, including an estoppel certificate, which certifies, to the best of Grantee's knowledge, Grantor's

compliance with any obligation of Grantor contained in this Easement or otherwise evidences the status of this Easement. Such certification shall be limited to the condition of the Property as of Grantee's most recent inspection. If Grantor requests more current documentation, Grantee shall conduct an inspection, at Grantor's expense, and so deliver such certification document within thirty (30) days of receipt of Grantor's written request thereof.

15. Notices. 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 or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: Dry Mill Creek, LLC  
22 Shorter Avenue  
Rome, Georgia 30165  
Attn: Mike Mathis

To Grantee: Foothills Land Conservancy  
373 Ellis Avenue  
Maryville, Tennessee 37804  
Attn: Executive Director

or to such other address as either party from time to time shall designate by written notice to the other.

16. Recordation. Grantee shall record this instrument in timely fashion in the official records of Overton County, Tennessee and Clay County, Tennessee, and may re-record it at any time as may be required to preserve Grantee's rights in this Easement.

17. General Provisions.

(a) Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Tennessee.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of the Tennessee Act, and to qualify as a qualified conservation contribution under the Code and 26 C.F.R. Section 1.170A-14 (the "Conservation Easement Regulations"). The Tennessee Act and the Conservation Easement Regulations are sometimes referred to herein collectively as the "Conservation Easement Laws". If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. This Easement is made pursuant to the Conservation Easement Laws, but the invalidity of such Conservation Easement Laws or any part thereof shall not affect 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 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.

(c) Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision 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.

(d) No Authorized Violation of Law. Nothing contained in this Easement shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods, or use. In the event of any conflict between any such ordinance or regulation 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 ordinance or regulation to the extent consistent with the Conservation Purposes of this Easement.

(e) 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 the Easement, all of which are merged herein.

(f) No Forfeiture; Merger. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect. The parties agree that, notwithstanding the operation of Tennessee common law, the terms of this Easement shall survive any merger of the fee and easement interest in the Property.

(g) Joint Obligation. The obligations and rights imposed and granted by this Easement upon each of the individuals and parties now constituting Grantor or upon any and all future individuals or entities hereafter owning the Property, or portions hereof, shall be joint and several.

(h) Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, 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 in perpetuity with the Property. The terms "Grantor" and "Grantee", wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and its successors and assigns, and the above named Grantee and its successors and assigns.

(i) Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(j) 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 upon construction or interpretation.

(k) Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, 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.

(l) Baseline Documentation Report. In order to establish a present condition of the Conservation Values so as to be able to properly monitor future uses of the Property, assure compliance with the terms hereof, and to provide "Documentation" within the meaning of Treasury Regulation Section 1.170A-14(g)(5)(i), Grantee has caused to be prepared the Baseline Documentation dated December 29, 2016, the Table of Contents of which is attached hereto as "Exhibit C." Grantor and Grantee acknowledge and agree that, in the event that a controversy arises with respect to the nature and extent of Grantor's historical and present use or the physical condition of the Property subject to this Easement, the parties may look beyond the Baseline Documentation, if necessary, to other relevant or material documents, surveys, reports, and other evidence showing conditions at the time of execution of this Easement to assist in the resolution of the controversy. Any characterization of the terms of this Easement contained in the Baseline Documentation shall not be interpreted so as to alter, amend, or otherwise modify this Easement. In any conflict or inconsistency between the terms of this Easement and the Baseline Documentation, the terms of this Easement shall prevail.

18. List of Attached Exhibits.

- Exhibit A: Legal Description for the Property
  - Exhibit B: Survey of the Property
  - Exhibit C: Baseline Documentation
  - Exhibit D-1: GPS Coordinates for the Building Areas
  - Exhibit D-2: Map of the Building Areas
  - Exhibit E: Map of Management Areas
- (The entire Baseline Documentation Report can be found on file at Grantee's office.)

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, together with all and singular the rights, members, and appurtenances thereof to the same being, belonging or in anywise appertaining, to the only proper use and benefit of Grantee forever. The covenants agreed to and the terms, conditions, restrictions, and purposes imposed as aforesaid shall not only be binding upon Grantor but also its successors and assigns, and shall continue as an easement and servitude running in perpetuity with the Property

[Signatures on Following Pages]

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

**GRANTOR:**

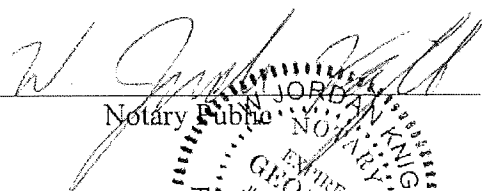
DRY MILL CREEK, LLC, BY ITS MANAGER,  
SOUTHERN LAND PROTECTORS, LLC

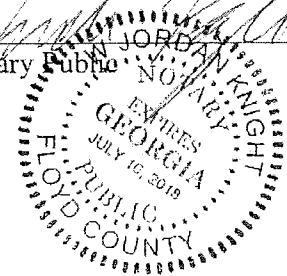
By:   
A. KYLE CARNEY, Manager

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 of Southern Land Protectors, LLC, a Georgia limited liability company, the Manager of DRY MILL CREEK, LLC, the within named bargainor, a Georgia limited liability company, and that he as such Manager of the Manager executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Manager of the Manager.

WITNESS my hand and seal at office in Rome, Georgia, this 23<sup>rd</sup> day of December, 2016.

My commission expires: 7/16/18  
  
Notary Public



**GRANTEE:**

FOOTHILLS LAND CONSERVANCY

By: *William Clabough Sr. E.D.*  
William Clabough, Executive Director

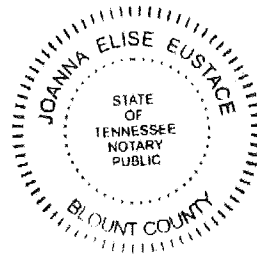
STATE OF TENNESSEE  
COUNTY OF Blount

Before me, the undersigned, a notary public of the state and county aforesaid, personally appeared William 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 non-profit corporation by himself as Executive Director.

WITNESS my hand and seal, at office in Marionville, Tennessee, this 27 day of December, 2016.

*Joanna Elise Eustace*  
Notary Public

My commission expires: 11/12/18



**EXHIBIT "A"**  
**Property Description**

LYING and being in the 3<sup>rd</sup> Civil District of Clay County, Tennessee; and LYING and being in the 3<sup>rd</sup> Civil District of Overton County, Tennessee, being more particularly described as follows, to-wit:

BEGINNING on an iron pin at a corner of the State of Tennessee and Charlie Brown's Southwest corner; thence with Brown as follows:

South 17° 09' 11" East 148.12 feet;  
South 34° 55' 55" East 161.68 feet;  
South 64° 31' 14" East 90.06 feet;  
South 45° 50' 17" East 93.36 feet;  
South 37° 00' 43" East 355.29 feet;  
South 25° 27' 20" East 87.41 feet to a rock; thence continuing with Brown:  
South 20° 33' 22" East 132.90 feet;  
South 26° 12' 11" East 237.21 feet to a 15" cucumber tree; thence  
South 32° 41' 11" East 188.67 feet to a point on a ridge near the woods road;  
thence South 40° 15' 28" East 341.26 feet to a rock pile; thence South 28° 01'  
52" East 214.08 feet; thence South 49° 21' 18" East 292.11 feet to a sassafras  
tree on a rocky point; thence  
South 16° 29' 22" East 182.23 feet;  
South 12° 00' 37" East 112.63 feet;  
South 24° 52' 27" East 96.15 feet;  
South 27° 46' 55" East 395.02 feet;  
South 31° 56' 17" East 153.03 feet to a rock pile; thence  
South 32° 11' 15" East 233.91 feet;  
South 40° 10' 29" East 95.19 feet;  
South 34° 35' 57" East 163.98 feet;  
South 34° 16' 00" East 335.87 feet to an elm tree at the intersection of 2  
branches at a corner of Wade, Brown and Mashers; thence with the Mashers  
line  
South 86° 27' 05" East 167.60 feet to a large oak marked at the edge of the  
abandoned road; thence up the abandoned road South 52° 00' 24" East 142.67  
feet;  
North 50° 03' 36" East 202.88 feet;  
North 58° 37' 58" East 180.21 feet;  
South 72° 33' 12" East 185.68 feet;  
North 56° 41' 59" East 101.04 feet;  
South 72° 18' 09" East 81.88 feet;  
South 43° 00' 21" East 80.64 feet;  
South 55° 05' 35" East 325.58 feet to a rock at the base of a large white oak tree  
at a corner between Wade, Mathers and Coffman; thence with Coffman  
South 06° 28' 55" West 502.00 feet to an iron pin; thence  
South 57° 25' 01" West 216.90 feet to a red oak; thence

South 77° 14' 14" West 284.72 feet to an iron pin; thence South 36° 41' 10"  
 West 319.75 feet to a 12" elm tree; thence  
 South 42° 15' 23" West 104.64 feet to a 2" white oak tree; thence  
 South 17° 06' 07" West 62.99 feet to a 16 red oak tree; thence South 03° 35' 44"  
 East 104.86 feet to an iron pin; thence South 23° 58' 31" East 364.43 feet to an  
 iron pin; thence South 04° 32' 33" East 138.88 feet to a 15" Hickory tree; thence  
 South 50° 34' 04" West 182.24 feet;  
 South 20° 21' 30" West 89.52 feet;  
 South 10° 31' 01" West 130.12 feet;  
 South 30° 51' 18" West 70.47 feet;  
 South 19° 31' 53" West 161.52 feet to the intersection of Mill Creek, at a corner  
 between the 5 acre Mill tract, Bilyeu and Wade; thence up the Creek with  
 Bilyeu  
 South 19° 31' 53" West to a rock pile on the West side of the creek at a corner  
 of Wade, Bilyeu and German; thence up the point with German  
 South 52° 54' 56" West to a pile of rocks on the point; thence continuing with  
 German  
 North 71° 39' 00" West 366.31 feet to a hickory tree; thence  
 North 21° 19' 56" West 1055.47 feet to an iron pin;  
 North 65° 02' 46" West 1495.77 feet to a corner in the hollow between Wade,  
 German, and Thorne; thence with Thorne's line North 62° 44' 57" West 710.34  
 Feet to a rock in a woods road; thence  
 North 35° 45' 00" East 282.44 feet;  
 North 31° 50' 00" East 246.06 feet;  
 North 32° 30' 00" East 212.93 feet;  
 North 32° 15' 00" East 134.54 feet;  
 North 21° 30' 00" East 134.54 feet;  
 North 23° 05' 00" East 91.40 feet to a hornbeam tree on the point near the foot  
 of the hill; thence  
 South 56° 59' 00" West 420.07 feet to a tree on the West side of the hollow;  
 thence  
 North 85° 50' 15" West 1488.25 feet to an iron pin at the edge of the field in an  
 "old" wire fence (having passed the corner between Dale and Thorne on the last  
 call); thence with the wire fence  
 South 49° 53' 21" West 74.51 feet;  
 South 11° 02' 22" West 235.88 feet;  
 South 63° 45' 47" West 59.54 feet to a point at the hollow; thence down the  
 branch  
 North 41° 27' 27" West 84.60 feet;  
 North 04° 46' 38" West 181.58 feet to a 12" elm tree on the east bank of the  
 branch; thence continuing with Dale  
 South 85° 10' 42" West 442.38 feet to a 12" oak tree on the ridge; thence  
 North 67° 55' 17" West 653.15 feet to a 14" pin oak tree; thence  
 North 60° 09' 48" West 132.24 to a corner between Wade, Foust and Dale;  
 thence with Foust line North 16° 23' 28" West 166.12 feet to a 2" maple tree;

thence North 22° 31' 13" East 805.20 feet to a 3" maple tree at the Northeast corner of Ledbetter's field (having passed the corner between Foust and Ledbetter in the last call); thence continuing with Ledbetter North 25° 52' 14" East 176.41 feet to an iron pin; thence North 55° 14' 30" West 331.76 feet to an 18" maple; thence  
 North 05° 08' 37" West 417.18 feet to a 14" chestnut oak; thence North 20° 32' 20" West 379.22 feet to a 14" poplar; thence  
 North 84° 36' 16" West 372.62 feet to an 8" maple; thence North 34° 21' 46" West 408.56 feet to an iron pin on the ridge; thence  
 South 13° 38' 26" West 1089.01 feet to an iron pin on the ridge; thence  
 South 70° 73' 10" West 99.39 feet to a 4" white oak thence  
 South 11° 35' 48" West 1021.77 feet to a 20" red oak; thence  
 South 61° 14' 15" West 108.76 feet to an 8" red oak; thence crossing the branch  
 South 79° 28' 44" West 184.67 feet to a 10" walnut; thence South 87° 25' 50" West 570.08 feet to a 20" Beech; thence  
 North 55° 11' 58" West 289.67 feet to a 6" maple in the hollow of a corner of Wade, Ledbetter and Tidwell; thence with Tidwell  
 North 48° 10' 31" East 254.30 feet to a 4" beech; thence  
 North 84° 00' 58" East 206.27 feet to a 12" red oak; thence  
 North 30° 40' 58" East 203.47 feet to a 1" maple; thence  
 North 00° 27' 19" East 116.42 feet to a 3" sassafras; thence  
 North 71° 22' 49" West 350.39 feet to a 6" maple; thence  
 South 82° 00' 25" West 91.52 feet to a 2" maple thence  
 North 67° 52' 52" West 232.58 feet to a 38" beech at the hollow; thence up the hollow  
 South 45° 37' 06" West 486.52 feet to an iron pin at the Turkey Town Road; thence with said road as follows:  
 North 28° 46' 39" West 106.64 feet;  
 South 85° 13' 37" West 160.31 feet;  
 South 59° 36' 17" West 96.07 feet;  
 South 49° 56' 06" West 94.74 feet;  
 South 50° 59' 00" West 299.74 feet;  
 South 35° 19' 44" West 103.66 feet;  
 South 34° 58' 33" West 103.43 feet;  
 South 53° 57' 06" West 163.23 feet;  
 South 69° 08' 54" West 321.57 feet;  
 North 54° 12' 00" West 104.56 feet;  
 North 46° 47' 16" West 146.66 feet to an iron pin on the North margin of Turkey Town Road at a corner between Wade and Boles; thence down a small hollow with Boles  
 North 06° 57' 48" East 299.34 feet;  
 North 17° 25' 42" East 291.14 feet;  
 North 25° 27' 22" East 82.92 feet;  
 North 40° 19' 00" East 159.44 feet to the intersection of the mail hollow; thence

down the main hollow with Boles, Beechboard and Hall as follows:

North 10° 53' 52" 210.53 feet;

North 20° 48' 16" 115.65 feet;

North 74° 59' 45" 103.28 feet;

North 65° 25' 22" West 281.86 feet;

North 33° 24' 22" West 175.47 feet;

North 05° 12' 14" East 295.48 feet;

North 37° 13' 49" East 78.30 feet to a slate spring; thence continuing with the main hollow

North 31° 03' 12" West 99.11 feet;

North 23° 44' 39" West 135.46 feet;

North 07° 52' 36" West 148.88 feet;

North 30° 27' 54" West 217.69 feet;

North 36° 10' 45" West 388.47 feet;

North 23° 49' 41" West 246.77 feet;

North 17° 46' 53" West 148.36 feet to a sycamore at the intersection of 2 hollows; thence with Hall

North 50° 33' 02" West 678.13 feet to an iron pin at the Joe Point Road; thence with the Joe Point Road and Cox's line

North 15° 20' 11" East 228.27 feet;

North 18° 37' 16" West 310.61 feet;

North 19° 41' 13" East 194.97 feet;

North 34° 53' 37" East 434.31 feet;

North 58° 03' 25" East 69.17 feet;

North 26° 02' 28" East 99.71 feet;

North 15° 05' 08" East 93.34 feet;

North 44° 29' 07" East 99.98 feet;

North 32° 13' 21" East 304.24 feet;

North 22° 41' 51" East 199.33 feet;

North 61° 03' 02" East 107.19 feet;

North 71° 11' 13" East 371.35 feet;

North 68° 11' 51" East 133.73 feet;

North 19° 33' 09" West 22.99 feet to a 14" hickory marked as a corner between Wade, Buford, and Cox; thence with Ed Buford and the road

North 36° 11' 52" East 84.93 feet;

North 24° 35' 12" East 314.51 feet to the end of the road; thence down the Joe Pint Road with Ed Buford

North 07° 43' 02" East 96.93 feet;

North 02° 51' 26" East 155.93 feet;

North 12° 39' 29" East 189.33 feet;

North 07° 03' 00" East 96.33 feet;

North 21° 00' 00" East 92.00 feet;

North 36° 00' 00" East 111.00 feet;

North 40° 00' 00" East 77.00 feet to an iron pin at a walnut stump near the Mill Creek; thence South 75° 11' 53" East 79.73 feet to a point in Mill Creek near the Wade House; thence



North 32° 30' 30" East 76.57 feet to a walnut on the North side of the drive to the Wade house;  
thence with the Ed Buford line  
North 05° 50' 34" East 188.02 feet;  
North 10° 05' 22" West 127.23 feet;  
North 00° 16' 55" East 41.17 feet;  
North 03° 06' 13" East 98.39 feet;  
North 20° 18' 47" West 59.49 feet to a marked maple; thence crossing the road and up tarpin Hollow  
and Davis as follows:  
North 55° 18' 36" East 260.58 feet;  
North 58° 53' 31" East 197.11 feet;  
North 89° 00' 27" East 168.35 feet;  
South 69° 15' 38" East 186.77 feet;  
South 82° 58' 19" East 210.87 feet;  
North 77° 34' 12" East 144.46 feet;  
North 51° 28' 44" East 83.69 feet;  
North 35° 45' 05" East 122.78 feet to a point in Tarpin Hollow with ash pointer; thence leaving the  
hollow  
North 89° 15' 29" East 608.98 feet to the intersection of the hollow that leads to the Boles place;  
thence up the hollow  
North 65° 45' 00" East 152.10 feet;  
North 75° 40' 00" East 152.69 feet to a point in the hollow and the State of Tennessee boundary line;  
thence with the State  
South 26° 32' 54" East 1568.15 feet;  
South 31° 29' 00" East 816.40 feet to a concrete monument on the ridge at a corner between the  
State, Wade and Walters; thence with Walters line  
South 27° 53' 00" East 534.55 feet to a concrete monument in the hollow at a corner of the State,  
Wade and Walters; thence with the State  
South 27° 12' 00" East 1292.73 feet to a 16" white oak on the ridge; thence  
South 66° 38' 00" East 935.04 feet to a concrete monument; thence  
South 70° 44' 06" East 1939.04 feet to the point of BEGINNING.

Contains 1157.38 acres more or less.

There is a T. V. A. power line easement across the western portion of this tract. Width of said easement is unknown. The above noted description is further identified by a plat prepared by Tom B. Thaxton, Tennessee Surveyor No. 105, prepared on April 15, 1985 and incorporated as such in this deed and recorded in Plat Book \_\_\_ in Clay County, Tennessee and in Plat Book \_\_\_ in Overton County, Tennessee.

THIS PROPERTY IS SOLD BY GROSS, NOT BY ACRE.

There is specifically less and excepted from the above-described property that easement as described in the Partial Release of Deed of Trust dated June 25, 2007 and recorded in Record Book 36, Page 882, Register's Office, Overton County, Tennessee.

The previous and last conveyance being a Substitute Trustee's Deed from James E. Bondurant, Jr., Substitute Trustee to Marty Turbeville and David R. Bell, of record in Record Book 118, Page 548, Register's Office, Overton County, Tennessee; and in Warranty Deed Book 99, Page 594, Register's Office, Clay County, Tennessee.

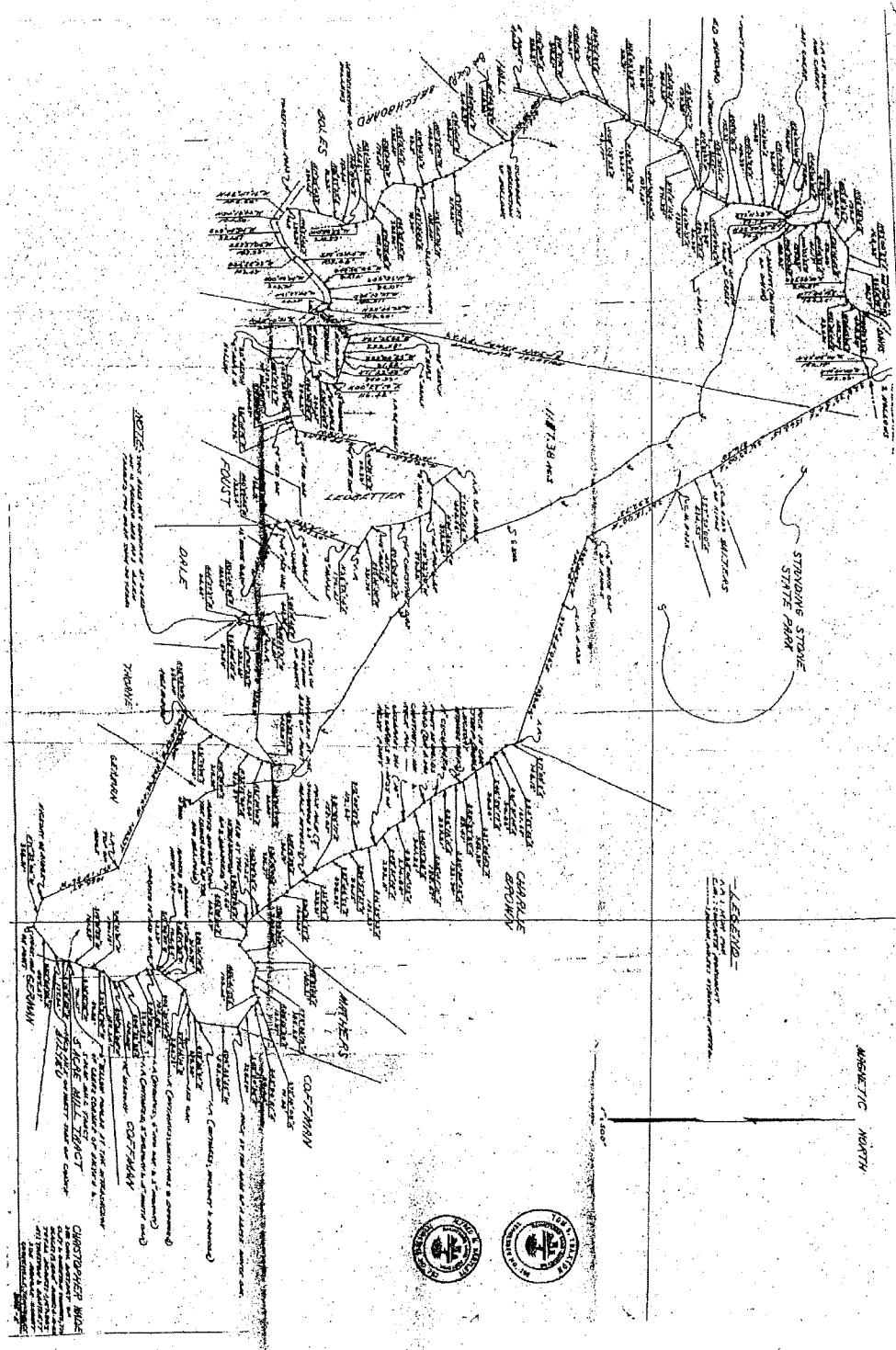
NOTE: The acreage for this tract of land is calculated at 605 acres in Clay County and 528 acres in Overton County, for a total of 1133 calculated acres. Deed acreage is 1157.38 acres by survey, with a Permanent Easement of 6.163 acres being conveyed to the Town of Livingston, as follows, (for a balance of 1151.217 acres calculated):

Right-of-Way and Construction Easement to the Town of Livingston, dated October 5, 2006 and recorded November 3, 2006 @ 4:17 p.m. in Warranty Deed Book 87, Page 590, Register's Office, Clay County, Tennessee. Re-recorded to add additional pages to survey, recorded November 9, 2006 @ 2:52 p.m. in Warranty Deed Book 87, Page 604, Register's Office, Overton County, Tennessee, and December 21, 2006 @ 11:54 a.m. in Record Book 27, Page 641, Register's Office, Overton County, Tennessee; Re-recorded due to correction of plats and additional plats that were missing, recorded January 12, 2007 @ 11:13 a.m. in Warranty Deed Book 88, Page 236, Register's Office, Clay County, Tennessee. Partially revised permanent easement dated October 14, 2008 and recorded November 17, 2008 @ 2:43 p.m. in Warranty Deed Book 92, Page 49, Register's Office, Clay County, Tennessee and November 17, 2008 @ 12:14 p.m. in Record Book 59, Page 93, Register's Office, Overton County, Tennessee. Easement Modification Agreement dated August 31, 2007 and recorded September 7, 2007 @ 3:09 p.m. in Record Book 40, Page 401, Register's Office, Overton County, Tennessee.

The previous and last conveyance being:

Dry Mill Creek, LLC, by Quitclaim Deed dated November 10, 2016, and recorded November 18, 2016, in Warranty Deed Book 106 Page 573, Register's Office, Clay County, Tennessee; and recorded November 18, 2016, in Record Book 169, Page 490, Register's Office, Overton County, Tennessee.

**EXHIBIT "B"**  
Survey of the Property



**EXHIBIT “C”**  
Baseline Table of Contents

**TABLE OF CONTENTS**

Project Brief

Background Information

- Owner Acknowledgement of Conditions
- Ownership Information
- Property Description
  - Parcel Maps and Property Data
- Purpose and Summary of Conservation Easement Provisions
- Significance of the Property
  - The Foothills Land Conservancy Corporate Mission
  - TN Agricultural, Forestry and Open Space Resource Preservation Act
  - Tennessee Conservation Easement Act of 1981

Foothills Land Conservancy Board of Director’s Resolution Accepting Conservation Easement with signatures of President and Secretary

- Minutes of Board Meeting

Recitals

Legal Condition

- Deed of Conservation Easement with Property Description

Conservation Values

- Natural Habitat
- Open Space
- Geology
- Soils
- Land Use Information & Anthropogenic Features

Flora and Fauna Reports

- TN Natural Heritage Database Report on Listed Species
- Observed Species Lists

Archeological Report

- TN Division of Archeology Letter on Archeology Database

Photographs of Current Site Conditions

- Photo Point Maps
- Photographs

Maps

- Aerial Photograph with Boundaries
- State Map
- County Map
- USGS Quadrangle Map
- Wetlands, Streams, & Watersheds Map
- Soils Map with Descriptions & Prime Agricultural Soils
- Sub-surface Geology and Legend

- Land Use Map
- Survey Map
- Home Site Drawing
- Conservation Management Areas Map
- Anthropogenic Features Map
- Protected Areas & Ecoregional Portfolio Areas Map
- TN State Wildlife Action Plan Map
- Climate Resilience Map
- Natural Community Type & Rare Species Map
- Natural Community Quality Map

Directions to Property, with map

References

Preparers' Qualifications and Contributions

Exhibits

A. Conservation Easement

**EXHIBIT "D-1"**

[GPS Coordinates for Building Areas\*]

SITE	LATITUDE	LONGITUDE	SIZE
House Site #1	36.432624	-85.496658	2 acres
House Site #2	36.434274	-85.494323	2 acres
House Site #3	36.44911	-85.49656	10 acres

\*The coordinates listed for each Building Area represent the point at the center of a circle, the area of which is described above.



Franklin D. "Peck" Smith, Register  
Overton County

Rec #: 36589 Instrument #: 49594  
Rec'd: 255.00 Recorded  
State: 0.00 12/29/2016 at 10:53 AM  
Clerk: 0.00 in Record Book  
Other: 2.00 171  
Total: 257.00

Pgs 1-51

**EXHIBIT "E"**

Map of Management Areas





***THE OFFICER LAW OFFICE***

**Julie E. Officer**

**John R. Officer**

**109 South Court Square-Post Office Box 636  
Livingston, Tennessee 38570-0636  
Tel. 931-823-5657 Fax 931-823-8235**

**JULIE E. OFFICER**  
jeofficer@officerlaw.net

**JOHN R. OFFICER**  
jrofficer@officerlaw.net

November 30, 2016

Dry Mill Creek, LLC  
c/o W. Jordan Knight  
McRae, Segall, Peek, Harman, Smith & Monroe, LLP  
100 E. 2<sup>nd</sup> Avenue  
Rome, GA30161

Re: Attorney's Opinion of Title  
Record Title: Dry Mill Creek, LLC

Dear Mr. Knight:

This will certify that the Clay County and the Overton County records have been examined regarding the title to the lands described in the attached Exhibit A. This title examination covers the period from Owner's Policy of Title Insurance No. 81306-91874848 of Commonwealth Land Title Insurance Company dated July 31, 2014, as modified by Endorsement File No. 14-062 and ends on the date of this correspondence at 8:00 a.m.

Based upon this examination, it is my opinion that the status of title is as follows:

OWNERSHIP:

Dry Mill Creek, LLC, by Quitclaim Deed dated November 10, 201, and recorded November 18, 2016, in Warranty Deed Book 106 Page 573, Register's Office, Clay County, Tennessee; and recorded November 18, 2016, in Record Book 169, Page 490, Register's Office, Overton County, Tennessee.

TAXES:

Subject to Clay County and Overton County property taxes as follows, and the years thereafter:

Clay County  
2016— \$5,931.00

Overton County  
2016----\$3,024.00

Dry Mill Creek, LLC  
c/o W. Jordan Knight  
November 30, 2016  
Page 2

The property is identified on Tax Map 87, as Parcel 11.00— Clay County, and on Map 24, as Parcel 4.00— Overton County.

ACREAGE

The acreage for this tract of land is calculated at 605 acres in Clay County and 528 acres in Overton County, for a total of 1138 calculated acres. Deed acreage is 1157.38 acres by survey, with a Permanent Easement of 6.163 acres being conveyed to the Town of Livingston, for a balance of 1151.217 acres.

MORTGAGES, DEEDS OF TRUST, VENDOR LIENS, ETC.:

None of record.

OIL, GAS OR MINERAL LEASES:

The endorsement to the title insurance policy referenced in the caption removed any exceptions for oil, gas or mineral leases.

RESTRICTIVE COVENANTS, LIFE ESTATES, TAX LIENS, MATERIAL LIENS, ETC.:

None of record during the period of this examination.

MISCELLANEOUS:

1. Subject to Water Line Easement in favor of the Town of Livingston, dated June 8, 1990 and recorded February 11, 1991 in Warranty Deed Book 249, Page 219, Register's Office, Overton County, Tennessee.
2. Subject to a Grant of Transmission Line Easement by deed from Canopia Boles, et al, to the United States of American by Grant of Easement recorded on August 28, 1942 @ 1:15 p.m. in Warranty Deed Book 3, Page 469, Register's Office, Clay County, Tennessee.
3. There is a T. V. A. power line easement across the western portion of this tract. Width of said easement is unknown.
4. Right-of-Way and Construction Easement to the Town of Livingston, dated October 5, 2006 and recorded November 3, 2006 @ 4:17 p.m. in Warranty Deed Book 87, Page 590, Register's Office, Clay County, Tennessee. Re-recorded to add additional pages to survey, recorded November 9, 2006 @ 2:52 p.m. in Warranty Deed Book 87, Page 604, Register's

Office, Overton County, Tennessee, and December 21, 2006 @ 11:54 a.m. in Record Book 27, Page 641, Register's Office, Overton County, Tennessee; Re-recorded due to correction of plats and additional plats that were missing, recorded January 12, 2007 @ 11:13 a.m. in Warranty Deed Book 88, Page 236, Register's Office, Clay County, Tennessee. Partially revised permanent easement dated October 14, 2008 and recorded November 17, 2008 @ 2:43 p.m. in Warranty Deed Book 92, Page 49, Register's Office, Clay County, Tennessee and November 17, 2008 @ 12:14 p.m. in Record Book 59, Page 93, Register's Office, Overton County, Tennessee. Easement Modification Agreement dated August 31, 2007 and recorded September 7, 2007 @ 3:09 p.m. in Record Book 40, Page 401, Register's Office, Overton County, Tennessee.

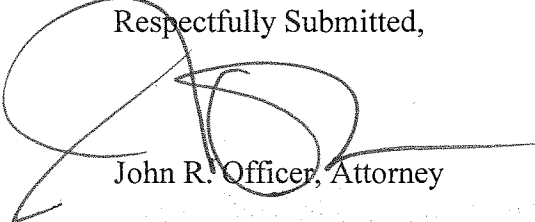
5. Any Law, Ordinance, or Governmental Regulation (including but not limited to Building and Zoning Ordinances) restricting, regulating, or prohibiting the occupancy, use, or enjoyment of the land, regulating the character, dimensions, or location of any improvement now or hereafter erected on the land, prohibiting a separation in ownership or a reduction in the dimension or area of the land, or the effect of any violation of any such Law, Ordinance, or Governmental Regulation.
6. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct Survey would disclose.
7. Easements, or claims thereof, which are not shown by the Public Records.
8. Rights or claims of parties in possession not shown by the Public Records.
9. Any Lien or right to a Lien for services, labor, or material heretofore or hereinafter furnished, imposed by Law, and not shown by the Public Records.
10. Exception is taken to such state of facts and/or circumstances as may be known to the party or his privies for whom this Opinion is prepared which may be contrary to or is inconsistent with the findings herein expressed, which facts and/or circumstances have not been made known to me.
11. I do not certify the acreage or area contained in a given tract nor the accuracy or location of boundary lines nor the location or contiguity of the interior lines of any parcels making up such premises.
12. This Title Opinion is subject to the records which are properly indexed and recorded in the Office of the Register of Deeds for the aforementioned Counties.

Dry Mill Creek, LLC  
c/o W. Jordan Knight  
November 30, 2016  
Page 4

13. No Opinion is given on whether the subject property is located in the Flood Plain Area and therefore is an Illegal Loan if the Community has not adopted the Flood Insurance Plan for the area (Flood Disaster Protection Act of 1973).
  
17. Subject to any state of facts which would be revealed by an accurate survey and inspection of the premises, all visible easements, public rights-of-way, liens upon which the lawful time for recording has not expired, liens not of record in Overton County and Clay County, Tennessee, including all proceedings in United States District Court or proceedings in bankruptcy, the rights of the parties in possession, all subdivision regulations or regulations imposed by the Overton County Regional Planning Commission, and the correct indexing of the Overton County and Clay County records.

This opinion of title is for the exclusive use and benefit of the addressee.

Respectfully Submitted,



John R. Officer, Attorney

JRO/lb

EXHIBIT A

LYING and being in the 3<sup>rd</sup> Civil District of Clay County, Tennessee; and LYING and being in the 3<sup>rd</sup> Civil District of Overton County, Tennessee, being more particularly described as follows, to-wit:

BEGINNING on an iron pin at a corner of the State of Tennessee and Charlie Brown's Southwest corner; thence with Brown as follows:

South 17° 09' 11" East 148.12 feet;  
South 34° 55' 55" East 161.68 feet;  
South 64° 31' 14" East 90.06 feet;  
South 45° 50' 17" East 93.36 feet;  
South 37° 00' 43" East 355.29 feet;  
South 25° 27' 20" East 87.41 feet to a rock; thence continuing with Brown:  
South 20° 33' 22" East 132.90 feet;  
South 26° 12' 11" East 237.21 feet to a 15" cucumber tree; thence  
South 32° 41' 11" East 188.67 feet to a point on a ridge near the woods road;  
thence South 40° 15' 28" East 341.26 feet to a rock pile; thence South 28° 01' 52" East 214.08 feet; thence South 49° 21' 18" East 292.11 feet to a sassafras tree on a rocky point; thence  
South 16° 29' 22" East 182.23 feet;  
South 12° 00' 37" East 112.63 feet;  
South 24° 52' 27" East 96.15 feet;  
South 27° 46' 55" East 395.02 feet;  
South 31° 56' 17" East 153.03 feet to a rock pile; thence  
South 32° 11' 15" East 233.91 feet;  
South 40° 10' 29" East 95.19 feet;  
South 34° 35' 57" East 163.98 feet;  
South 34° 16' 00" East 335.87 feet to an elm tree at the intersection of 2 branches at a corner of Wade, Brown and Mashers; thence with the Mashers line  
South 86° 27' 05" East 167.60 feet to a large oak marked at the edge of the abandoned road; thence up the abandoned road South 52° 00' 24" East 142.67 feet;  
North 50° 03' 36" East 202.88 feet;  
North 58° 37' 58" East 180.21 feet;  
South 72° 33' 12" East 185.68 feet;  
North 56° 41' 59" East 101.04 feet;  
South 72° 18' 09" East 81.88 feet;  
South 43° 00' 21" East 80.64 feet;  
South 55° 05' 35" East 325.58 feet to a rock at the base of a large white oak tree at a corner between Wade, Mathers and Coffman; thence with Coffman  
South 06° 28' 55" West 502.00 feet to an iron pin; thence  
South 57° 25' 01" West 216.90 feet to a red oak; thence  
South 77° 14' 14" West 284.72 feet to an iron pin; thence South 36° 41' 10"

West 319.75 feet to a 12" elm tree; thence  
South 42° 15' 23" West 104.64 feet to a 2" white oak tree; thence  
South 17° 06' 07" West 62.99 feet to a 16 red oak tree; thence South 03° 35' 44"  
East 104.86 feet to an iron pin; thence South 23° 58' 31" East 364.43 feet to an  
iron pin; thence South 04° 32' 33" East 138.88 feet to a 15" Hickory tree; thence  
South 50° 34' 04" West 182.24 feet;  
South 20° 21' 30" West 89.52 feet;  
South 10° 31' 01" West 130.12 feet;  
South 30° 51' 18" West 70.47 feet;  
South 19° 31' 53" West 161.52 feet to the intersection of Mill Creek, at a corner  
between the 5 acre Mill tract, Bilyeu and Wade; thence up the Creek with  
Bilyeu  
South 19° 31' 53" West to a rock pile on the West side of the creek at a corner  
of Wade, Bilyeu and German; thence up the point with German  
South 52° 54' 56" West to a pile of rocks on the point; thence continuing with  
German  
North 71° 39' 00" West 366.31 feet to a hickory tree; thence  
North 21° 19' 56" West 1055.47 feet to an iron pin;  
North 65° 02' 46" West 1495.77 feet to a corner in the hollow between Wade,  
German, and Thorne; thence with Thorne's line North 62° 44' 57" West 710.34  
Feet to a rock in a woods road; thence  
North 35° 45' 00" East 282.44 feet;  
North 31° 50' 00" East 246.06 feet;  
North 32° 30' 00" East 212.93 feet;  
North 32° 15' 00" East 134.54 feet;  
North 21° 30' 00" East 134.54 feet;  
North 23° 05' 00" East 91.40 feet to a hornbeam tree on the point near the foot  
of the hill; thence  
South 56° 59' 00" West 420.07 feet to a tree on the West side of the hollow;  
thence  
North 85° 50' 15" West 1488.25 feet to an iron pin at the edge of the field in an  
"old" wire fence (having passed the corner between Dale and Thorne on the last  
call); thence with the wire fence  
South 49° 53' 21" West 74.51 feet;  
South 11° 02' 22" West 235.88 feet;  
South 63° 45' 47" West 59.54 feet to a point at the hollow; thence down the  
branch  
North 41° 27' 27" West 84.60 feet;  
North 04° 46' 38" West 181.58 feet to a 12" elm tree on the east bank of the  
branch; thence continuing with Dale  
South 85° 10' 42" West 442.38 feet to a 12" oak tree on the ridge; thence  
North 67° 55' 17" West 653.15 feet to a 14" pin oak tree; thence  
North 60° 09' 48" West 132.24 to a corner between Wade, Foust and Dale;  
thence with Foust line North 16° 23' 28" West 166.12 feet to a 2" maple tree;  
thence North 22° 31' 13" East 805.20 feet to a 3" maple tree at the Northeast

corner of Ledbetter's field (having passed the corner between Foust and Ledbetter in the last call); thence continuing with Ledbetter North 25° 52' 14" East 176.41 feet to an iron pin; thence North 55° 14' 30" West 331.76 feet to an 18" maple; thence North 05° 08' 37" West 417.18 feet to a 14" chestnut oak; thence North 20° 32' 20" West 379.22 feet to a 14" poplar; thence North 84° 36' 16" West 372.62 feet to an 8" maple; thence North 34° 21' 46" West 408.56 feet to an iron pin on the ridge; thence South 13° 38' 26" West 1089.01 feet to an iron pin on the ridge; thence South 70° 73' 10" West 99.39 feet to a 4" white oak thence South 11° 35' 48" West 1021.77 feet to a 20" red oak; thence South 61° 14' 15" West 108.76 feet to an 8" red oak; thence crossing the branch South 79° 28' 44" West 184.67 feet to a 10" walnut; thence South 87° 25' 50" West 570.08 feet to a 20" Beech; thence North 55° 11' 58" West 289.67 feet to a 6" maple in the hollow of a corner of Wade, Ledbetter and Tidwell; thence with Tidwell North 48° 10' 31" East 254.30 feet to a 4" beech; thence North 84° 00' 58" East 206.27 feet to a 12" red oak; thence North 30° 40' 58" East 203.47 feet to a 1" maple; thence North 00° 27' 19" East 116.42 feet to a 3" sassafras; thence North 71° 22' 49" West 350.39 feet to a 6" maple; thence South 82° 00' 25" West 91.52 feet to a 2" maple thence North 67° 52' 52" West 232.58 feet to a 38" beech at the hollow; thence up the hollow South 45° 37' 06" West 486.52 feet to an iron pin at the Turkey Town Road; thence with said road as follows:  
North 28° 46' 39" West 106.64 feet;  
South 85° 13' 37" West 160.31 feet;  
South 59° 36' 17" West 96.07 feet;  
South 49° 56' 06" West 94.74 feet;  
South 50° 59' 00" West 299.74 feet;  
South 35° 19' 44" West 103.66 feet;  
South 34° 58' 33" West 103.43 feet;  
South 53° 57' 06" West 163.23 feet;  
South 69° 08' 54" West 321.57 feet;  
North 54° 12' 00" West 104.56 feet;  
North 46° 47' 16" West 146.66 feet to an iron pin on the North margin of Turkey Town Road at a corner between Wade and Boles; thence down a small hollow with Boles North 06° 57' 48" East 299.34 feet;  
North 17° 25' 42" East 291.14 feet;  
North 25° 27' 22" East 82.92 feet;  
North 40° 19' 00" East 159.44 feet to the intersection of the mail hollow; thence down the main hollow with Boles, Beechboard and Hall as follows:

North 10° 53' 52" 210.53 feet;  
North 20° 48' 16" 115.65 feet;  
North 74° 59' 45" 103.28 feet;  
North 65° 25' 22" West 281.86 feet;  
North 33° 24' 22" West 175.47 feet;  
North 05° 12' 14" East 295.48 feet;  
North 37° 13' 49" East 78.30 feet to a slate spring; thence continuing with the  
main hollow  
North 31° 03' 12" West 99.11 feet;  
North 23° 44' 39" West 135.46 feet;  
North 07° 52' 36" West 148.88 feet;  
North 30° 27' 54" West 217.69 feet;  
North 36° 10' 45" West 388.47 feet;  
North 23° 49' 41" West 246.77 feet;  
North 17° 46' 53" West 148.36 feet to a sycamore at the intersection of 2  
hollows; thence with Hall  
North 50° 33' 02" West 678.13 feet to an iron pin at the Joe Point Road; thence  
with the Joe Point Road and Cox's line  
North 15° 20' 11" East 228.27 feet;  
North 18° 37' 16" West 310.61 feet;  
North 19° 41' 13" East 194.97 feet;  
North 34° 53' 37" East 434.31 feet;  
North 58° 03' 25" East 69.17 feet;  
North 26° 02' 28" East 99.71 feet;  
North 15° 05' 08" East 93.34 feet;  
North 44° 29' 07" East 99.98 feet;  
North 32° 13' 21" East 304.24 feet;  
North 22° 41' 51" East 199.33 feet;  
North 61° 03' 02" East 107.19 feet;  
North 71° 11' 13" East 371.35 feet;  
North 68° 11' 51" East 133.73 feet;  
North 19° 33' 09" West 22.99 feet to a 14" hickory marked as a corner between Wade, Buford, and  
Cox; thence with Ed Buford and the road  
North 36° 11' 52" East 84.93 feet;  
North 24° 35' 12" East 314.51 feet to the end of the road; thence down the Joe Pint Road with Ed  
Buford  
North 07° 43' 02" East 96.93 feet;  
North 02° 51' 26" East 155.93 feet;  
North 12° 39' 29" East 189.33 feet;  
North 07° 03' 00" East 96.33 feet;  
North 21° 00' 00" East 92.00 feet;  
North 36° 00' 00" East 111.00 feet;  
North 40° 00' 00" East 77.00 feet to an iron pin at a walnut stump near the Mill Creek; thence South  
75° 11' 53" East 79.73 feet to a point in Mill Creek near the Wade House; thence



North 32° 30' 30" East 76.57 feet to a walnut on the North side of the drive to the Wade house; thence with the Ed Buford line  
North 05° 50' 34" East 188.02 feet;  
North 10° 05' 22" West 127.23 feet;  
North 00° 16' 55" East 41.17 feet;  
North 03° 06' 13" East 98.39 feet;  
North 20° 18' 47" West 59.49 feet to a marked maple; thence crossing the road and up tarpin Hollow and Davis as follows:  
North 55° 18' 36" East 260.58 feet;  
North 58° 53' 31" East 197.11 feet;  
North 89° 00' 27" East 168.35 feet;  
South 69° 15' 38" East 186.77 feet;  
South 82° 58' 19" East 210.87 feet;  
North 77° 34' 12" East 144.46 feet;  
North 51° 28' 44" East 83.69 feet;  
North 35° 45' 05" East 122.78 feet to a point in Tarpin Hollow with ash pointer; thence leaving the hollow  
North 89° 15' 29" East 608.98 feet to the intersection of the hollow that leads to the Boles place; thence up the hollow  
North 65° 45' 00" East 152.10 feet;  
North 75° 40' 00" East 152.69 feet to a point in the hollow and the State of Tennessee boundary line; thence with the State  
South 26° 32' 54" East 1568.15 feet;  
South 31° 29' 00" East 816.40 feet to a concrete monument on the ridge at a corner between the State, Wade and Walters; thence with Walters line  
South 27° 53' 00" East 534.55 feet to a concrete monument in the hollow at a corner of the State, Wade and Walters; thence with the State  
South 27° 12' 00" East 1292.73 feet to a 16" white oak on the ridge; thence  
South 66° 38' 00" East 935.04 feet to a concrete monument; thence  
South 70° 44' 06" East 1939.04 feet to the point of BEGINNING.

Contains 1157.38 acres more or less.

There is a T. V. A. power line easement across the western portion of this tract. Width of said easement is unknown. The above noted description is further identified by a plat prepared by Tom B. Thaxton, Tennessee Surveyor No. 105, prepared on April 15, 1985 and incorporated as such in this deed and recorded in Plat Book \_\_\_ in Clay County, Tennessee and in Plat Book \_\_\_ in Overton County, Tennessee.

**THIS PROPERTY IS SOLD BY GROSS, NOT BY ACRE.**

There is specifically less and excepted from the above-described property that easement as described in the Partil Release of Deed of Trust dated June 25, 2007 and recorded in Record Book 36, Page 882, Register's Office, Overton County, Tennessee.

The previous and last conveyance being a Substitute Trustee's Deed from James E. Bondurant, Jr., Substitute Trustee to Marty Turbeville and David R. Bell, of record in Record Book 118, Page 548, Register's Office, Overton County, Tennessee; and in Warranty Deed Book 99, Page 594, Register's Office, Clay County, Tennessee.

NOTE: The acreage for this tract of land is calculated at 605 acres in Clay County and 528 acres in Overton County, for a total of 1138 calculated acres. Deed acreage is 1157.38 acres by survey, with a Permanent Easement of 6.163 acres being conveyed to the Town of Livingston, as follows, (for a balance of 1151.217 acres calculated):

Right-of-Way and Construction Easement to the Town of Livingston, dated October 5, 2006 and recorded November 3, 2006 @ 4:17 p.m. in Warranty Deed Book 87, Page 590, Register's Office, Clay County, Tennessee. Re-recorded to add additional pages to survey, recorded November 9, 2006 @ 2:52 p.m. in Warranty Deed Book 87, Page 604, Register's Office, Overton County, Tennessee, and December 21, 2006 @ 11:54 a.m. in Record Book 27, Page 641, Register's Office, Overton County, Tennessee; Re-recorded due to correction of plats and additional plats that were missing, recorded January 12, 2007 @ 11:13 a.m. in Warranty Deed Book 88, Page 236, Register's Office, Clay County, Tennessee. Partially revised permanent easement dated October 14, 2008 and recorded November 17, 2008 @ 2:43 p.m. in Warranty Deed Book 92, Page 49, Register's Office, Clay County, Tennessee and November 17, 2008 @ 12:14 p.m. in Record Book 59, Page 93, Register's Office, Overton County, Tennessee. Easement Modification Agreement dated August 31, 2007 and recorded September 7, 2007 @ 3:09 p.m. in Record Book 40, Page 401, Register's Office, Overton County, Tennessee.

## TITLE OPINION

TO: Cub Creek Preserve, LLC

FROM: Wood Law Offices, P.C., Parsons, Tennessee

RE: Real Estate owned by Cub Creek Preserve, LLC  
Map 035, Parcel 28.17  
Map 037, Parcels 003.00 and 004.00  
Map 044, Parcels 001.01 and 002.00

The undersigned hereby certifies that based upon a personal examination of the public records in the Register's Office, the County Trustee's Office, the Clerk and Master's Office and Circuit Court Clerk's Office of Decatur County, Tennessee, on the 15<sup>th</sup> day of November, 2016, at 2:00 o'clock P.M., the fee simple title is vested in Cub Creek Preserve, LLC, of record as hereinafter set forth in the property description.

SEE EXHIBIT A ATTACHED

### ENCUMBRANCES AND EXCEPTIONS

1. Taxes: Taxes for the year 2016 were reported due and payable in the following amounts: \$182.00 (Map 035, Parcel 028.17); \$1,909.00 (Map 037, Parcel 003.00); \$1,073.00 (Map 037, Parcel 004.00); \$3,157.00 (Map 044, Parcel 001.01); and \$4,150.00 (Map 044, Parcel 002.00) by the Trustee's Office of Decatur County, Tennessee. If improvements are completed after January 1 of any year, the law requires supplemental assessment for the year in which improvements are completed as defined by statute. We assume no liability for taxes assessed by correction pursuant to the provisions of Section 67-5-603, *et seq.*, Tenn. Code Ann.

2. Mortgages, Liens, Easements, Etc.: No conveyances for mortgages, liens or easements were found on the books and records of the Register's Office of Decatur County, Tennessee, that were not previously released, except:

B) This property is subject to an Agreement (Deed Establishing A Boundary) filed April 30, 2010, in Book 258, Page 165, Register's Office of Decatur County, Tennessee.

C) This property may be subject to a Greenbelt of record in the Register's Office of Decatur County, Tennessee.

(See instrument for complete terms and conditions as well as possible rights and options of the mortgagee or holder thereof, including rights respecting assumption of the debt secured thereby).

3. Survey: The description herein above used was taken from the title deeds as appear of record and does not result from a current survey. This Title Opinion is therefore subject to such state of facts and other matters as an accurate survey may reveal, including any errors, omissions, discrepancies and other matters concerning the description thereof and other holder adverse to the recorded owners to all or any part of said premises as may actually exist.

4. This title opinion does not make any representation with regard to (a) any parties in possession; (b) deficiencies in quantities of land; (c) boundary line disputes and location of

improvements; (d) roadways; (e) any unrecorded easements; (f) any unrecorded liens, including liens for labor performed and materials furnished within the statutory period; (g) accuracy of the index books of the Register's Office for Decatur County, Tennessee; (h) any matter not of record in the Register's Office for Decatur County, Tennessee, which would be disclosed by an accurate survey or inspection of the property; (i) any undisclosed heirs; (j) any fraud or forgery in connection with any of the instruments in the chain of title; (k) mental incompetence; (l) confusion with regard to the name or proper identity of parties; (m) improprieties with regard to delivery of deeds; (n) marital rights (spouse or former spouse of past owner not revealed in the instruments); (o) any instrument executed by a minor; (p) lack of requisite capacity or approval of any corporation, partnership, trust or other entity; (q) lack of authority of any person executing an instrument on behalf of a corporation, partnership, trust or other entity or as an attorney-in-fact or representative for another person; (r) governmental building and zoning laws and regulations; (s) any threatened or pending lawsuits or other actions, unless notice thereof has been recorded in the Register's Office for Decatur County, Tennessee; (t) any environmental law or protection matters or problems, unless notice thereof has been recorded in the Register's Office for Decatur County, Tennessee; (u) any matter or claim arising by reason of the operation of any bankruptcy, insolvency, receivership, or similar creditors' rights laws; or (v) any claim asserted by Bureau of TennCare pursuant to T.C.A. 71-5-116. These are matters which would not be revealed by an examination of the records in the Register's Office Decatur County, Tennessee, and are therefore matters which we have not examined and about which we make no representation.

5. This **title opinion** is for the exclusive benefit of Cub Creek Preserve, LLC and may not be relied upon by any other lender or party, and the liability of the undersigned is expressly limited to the fee paid for the services rendered.

Based upon the search made in this request, I believe the title in the above named party to be good.

Wood Law Offices, P.C.



---

Ricky L. Wood

## EXHIBIT A

### TRACT NO. 1:

*(Map 044, Parcel 001.01)*

A tract of land located in the Seventh Civil District, Decatur County, Tennessee and being more particularly described as follows:

Begin at a concrete monument with a brass disk stamped "204-12", being the corner number assigned to this monument, as found on the east line of Glen Odle, et al (Deed Book 132, Page 159), said point being located on south line of the Tennessee National Wildlife Refuge (Busselltown Unit), said point being located at coordinated of North=478,600.00 feet and East=1,384,419.00 feet in the Tennessee State Plane Coordinate System (NAD-27), and running thence with the grid of said coordinate system and the south line of the Wildlife Refuge, North 59 degrees 05 minutes 36seconds East, 815.23 feet, to a concrete monument with disk stamped "204-11"; thence, North 00 degrees 11 minutes 47 seconds East, 551.85 feet, to a ½ inch iron pipe found; thence, South 66 degrees 37 minutes 31 seconds East, 537.00 feet, to a ½ inch iron pipe found; thence, North 55 degrees 19 minutes 36 seconds East, 450.00 feet, to a ½ inch iron pipe found; thence, North 32 degrees 31 minutes 51 seconds East, 758.70 feet, to a concrete monument with disk stamped "204-7"; thence, North 87 degrees 11 minutes 13 seconds East, 748.92 feet, to a concrete monument with disk stamped "204-6" thence, North 01 degrees 15 minutes 53 seconds East, 829.84 feet, to a 'A'-inch iron pipe found; thence, North 83 degrees 42 minutes 21 seconds East, 371.64 feet, to a 1/2-inch iron pipe found; thence, South 18 degrees 14 minutes 38 seconds East, 794.32 feet, to a 1/4-inch iron pipe found; thence, South 67 degrees 11 minutes 19 seconds East, 612.48 feet, to a 1/2-inch pipe found; thence, South 16 degrees 58 minutes 47 seconds East, 678.03 feet, to a 1/2-inch iron rod found; thence, North 79 degrees 49 minutes 34 seconds East, 440.40 feet, to a 'A'-inch iron pipe found on the crest of a ridge; thence, following the crest of the ridge, South 21 degrees 17 minutes 46 seconds West, 345.58 feet, to a 1/2-inch iron rod with identification cap stamped "PLS INC JACKSON TN" set, said rod being typical of all iron rods herein referred to as set; thence, South 04 degrees 49 minutes 10 seconds East, 416.79 feet, to an iron rod set; thence, South 42 degrees 07 minutes 23 seconds West, 205.84 feet, to an iron rod set; thence, South 72 degrees 25 minutes 57 seconds West, 250.64 feet, to an iron rod set; thence, South 42 degrees 12 minutes 50 seconds West, 163.86 feet, to an iron rod set; thence, South 14 degrees 36 minutes 25 seconds West, 494.29 feet, to an iron rod set; thence, South 47 degrees 42 minutes 38 seconds West, 362.32 feet, to an iron rod set; thence, South 13 degrees 55 minutes 57 seconds East, 301.02 feet, to an iron rod set; thence, South 10 degrees 13 minutes 07 seconds West, 293.25 feet, to an iron rod set; thence, South 85 degrees 12 minutes 36 seconds West, 404.60 feet, to an iron rod set; thence, South 14 degrees 16 minutes 36 seconds West, 298.25 feet, to an iron rod set; thence, South 49 degrees 00 minutes 14 seconds East, 210.95 feet, to an iron rod set; thence, South 20 degrees 47 minutes 48 seconds East, 291.59 feet, to an iron rod set; thence, South 38 degrees 30 minutes 20 seconds East, 345.46 feet, to an iron rod set; thence, South 15 degrees 11 minutes 54 seconds East, 316.05 feet, to an iron rod set; thence, South 88 degrees 48 minutes 05 seconds East, 159.78 feet, to an iron rod set; thence, South 58 degrees 41 minutes 36 seconds East, 351.13 feet, to an iron rod set; thence, South 00 degrees 23 minutes 45 seconds East, 263.42 feet, to an iron rod set; thence, South 20 degrees 35 minutes 44 seconds West, 443.15 feet, to an iron rod set; thence, South 29 degrees 51 minutes 57 seconds West, 449.35 feet, to an iron rod set; thence, South 63 degrees 53 minutes 11 seconds West, 346.22 feet, to an iron rod set; thence, South 18 degrees 50 minutes 19 seconds West, 541.59 feet, to an iron rod set on the north line of Hearington (Deed Book 130, Page 492); thence, North 88 degrees 30 minutes 51 seconds West, 353.65 feet, along the north line of Hearington, to a 1/2-inch iron rod set on the north right-of-way line of

Bunch Chapel Road (50-foot right-of-way); thence, westerly a distance of 105.54 feet, along the arc of a curve to the left, said curve having a radius of 440.00 feet and a chord of North 77 degrees 07 minutes 09 seconds West, 105.29 feet, to a point; thence, North 83 degrees 59 minutes 27 seconds West, 267.16 feet, to a point; thence, North 86 degrees 09 minutes 24 seconds West, 142.64 feet, to an iron rod set on the east line of Glen Odle; thence, North 11 degrees 09 minutes 26 seconds West, 3,341.12 feet, along the east line of Odle, to an iron rod set at an 18-inch sycamore tree on the east bank of a creek; thence, North 63 degrees 28 minutes 24 seconds West, along the east line of Odle and passing a 1/2-inch iron rod set at a distance of 2,056.12 feet, a total distance of 2,079.30 feet, to the centerline of a creek; thence, North 14 degrees 23 minutes 03 seconds East, 354.20 feet, along the creek, to the Point of Beginning.

Containing 341.15 acres within these bounds.

The above described tract is subject to claims of ownership by the adjoiners to the south. These claims amount to 2.57 acres of land and are more clearly defined on the attached survey plat.

**TRACT NO. 2:**  
***(Map 044, Parcel 002.00)***

A tract of land located in the Seventh Civil District, Decatur County, Tennessee and being more particularly described as follows:

Begin at a rock pile found at the southwest corner of that tract conveyed to the T. P. Bateman, Jr. Heirs, as described in Deed Book 58, Page 268, said point being an interior northeast corner of James Arnold (Deed Book 126, Page 726); thence, North 06 degrees 27 minutes 24 seconds East, 663.03 feet, with the grid of the Tennessee State Plane Coordinate System and along an east line of Arnold, to a 1/2-inch iron rod found at a 24-inch white oak tree, the northeast of Arnold; thence, North 85 degrees 43 minutes 40 seconds West, 1,619.14 feet, along the north line of Arnold, to a 1/2-inch iron rod with identification cap stamped "PLS INC JACKSON TN", said rod being typical of all rods herein referred to as being set; thence, South 02 degrees 25 minutes 31 seconds West, 1,152.43 feet, along the west line of Arnold and Pam Smith (Deed Book 124, Page 362), to an iron rod set; thence, North 88 degrees 30 minutes 51 seconds West, 2,149.16 feet, along a north line of Smith and Hearington (Deed Book 130, Page 492), to an iron rod set; thence, North 18 degrees 50 minutes 19 seconds East, 541.59 feet, along the crest of a ridge, to an iron rod set; thence, North 63 degrees 53 minutes 11 seconds East, 346.22 feet, to an iron rod set; thence, North 29 degrees 51 minutes 57 seconds East, 449.35 feet, to an iron rod set; thence, North 20 degrees 35 minutes 44 seconds East, 443.15 feet, to an iron rod set; thence, North 00 degrees 23 minutes 45 seconds West, 263.42 feet, to an iron rod set; thence, North 58 degrees 41 minutes 36 seconds West, 351.13 feet, to an iron rod set; thence, North 88 degrees 48 minutes 05 seconds West, 159.78 feet, to an iron rod set; thence, North 15 degrees 11 minutes 54 seconds West, 316.05 feet to an iron rod set; thence, North 38 degrees 30 minutes 20 seconds West, 345.46 feet, to an iron rod set; thence, North 20 degrees 47 minutes 48 seconds West, 291.59 feet, to an iron rod set; thence, North 49 degrees 00 minutes 14 seconds West, 210.95 feet, to an iron rod set; thence, North 14 degrees 16 minutes 36 seconds East, 298.25 feet, to an iron rod set; thence, North 85 degrees 12 minutes 36 seconds East, 404.60 feet, to an iron rod set; thence, North 10 degrees 13 minutes 07 seconds East, 293.25 feet, to a point; thence, North 13 degrees 55 minutes 57 seconds West, 301.02 feet, to an iron rod set; thence, North 47 degrees 42 minutes 38 seconds East, 362.32 feet, to an iron rod set; thence, North 14 degrees 36 minutes 25 seconds East, 494.29 feet, to an iron rod set; thence, North 42 degrees 12 minutes 50 seconds East, 163.86 feet, to an iron rod set; thence, North 72 degrees 25 minutes 57 seconds East, 250.64 feet, to an iron rod set; thence, North 42 degrees 07 minutes 23 seconds East, 205.84 feet, to an iron rod set; thence, North 04 degrees 49 minutes 10 seconds West, 416.79 feet, to an iron rod set; thence, North 21 degrees 17 minutes 46 seconds East, 345.58 feet, to a 1/2-inch iron pipe found on the south line of the

Tennessee National Wildlife Refuge (Bussell Town Unit), being Corner No. 200-38; thence, following the south line of the Wildlife Refuge, South 12 degrees 56 minutes 20 seconds East, 1,830.48 feet, to a concrete monument found with disk stamped "200-37"; thence, South 40 degree's 03 minutes 35 seconds East, 385.45 feet, to a concrete monument found with disk stamped "200-36"; thence, North 25 degrees 51 minutes 21 seconds East, 874.16 feet, to a 1/2-inch iron pipe found; thence, North 48 degrees 48 minutes 40 seconds West, 244.03 feet, to a 1/2-inch iron pipe found; thence, North 06 degrees 02 minutes 23 seconds East, 1,184.09 feet, to a 1/2-inch iron pipe found; thence, South 82 degrees 53 minutes 15 seconds East, 364.44 feet, to a 'A-inch iron pipe found; thence, South 18 degrees 55 minutes 53 seconds East, 767.22 feet, to a 'A-inch iron pipe found; thence, North 77 degrees 04 minutes 02 seconds East, 1,748.17 feet, to a 1/2-inch iron pipe found; thence, South 28 degrees 57 minutes 17 seconds East, 663.91 feet, to a 1/2-inch iron pipe found; thence, North 14 degrees 00 minutes 42 seconds East, 607.17 feet, to a 1/2-inch iron pipe found; thence, North 64 degrees 14 minutes 12 seconds East, 996.21 feet, to a 'A-inch iron pipe found; thence, North 04 degrees 10 minutes 22 seconds East, 937.33 feet, to a 1/2-inch iron pipe found; thence, North 60 degrees 43 minutes 52 seconds West, 1,394.30 feet, to a concrete monument found with disk stamped "200-25"; thence, North 28 degrees 07 minutes 31 seconds East, 187.50 feet, to a concrete monument found with disk stamped "200-24"; thence, South 80 degrees 39 minutes 49 seconds East, 2,042.76 feet, to a 1/2-inch iron pipe found; thence, South 28 degrees 31 minutes 46 seconds East, 572.60 feet, to an iron rod found with disk stamped "200-22"; thence, South 45 degrees 01 minutes 24 seconds West, 903.42 feet, to an iron rod found with disk stamped "200-21"; thence, South 66 degrees 43 minutes 22 seconds East, 861.61 feet to an iron rod found with disk stamped "200-20"; thence, South 19 degrees 49 minutes 24 seconds West, 1,158.27 feet, to an iron rod found with disk stamped "200-19"; thence, North 89 degrees 30 minutes 31 seconds East, 640.54 feet, to an iron rod found with disk stamped "200-18"; thence, South 11 degrees 07 minutes 59 seconds East, 619.10 feet, to an iron rod found with disk stamped "200-17"; thence, North 79 degrees 25 minutes 47 seconds West, 939.88 feet, to a concrete monument found with disk stamped "200-16"; thence, South 20 degrees 41 minutes 25 seconds West, 663.34 feet, to a concrete monument found with disk stamped "200-15"; thence, South 05 degrees 41 minutes 25 seconds West, 615.70 feet, to an iron rod found with disk stamped "200-55", said point being on the north line of Volner Family Limited Partnership (Deed Book 133, Page 529); thence, North 81 degrees 50 minutes 11 seconds West, 1,149.55 feet, along the north line of said partnership, to an axle found on the east line of Mark S. Kolinski (Deed Book 85, Page 221); thence, North 02 degrees 12 minutes 45 seconds East, 70.08 feet, along the east line of Kolinski, to an axle found; thence, North 81 degrees 17 minutes 07 seconds West, 1,485.66 feet, along the north line of Kolinski, to an axle found; thence, South 05 degrees 00 minutes 17 seconds West, 1,492.29 feet, along the west line of Kolinski, to a grader blade found; thence, South 81 degrees 14 minutes 01 seconds East, 1,531.97 feet, along the south line of Kolinski, to an 18-inch cedar tree on the west line of the Volner Family Limited Partnership; thence, South 03 degrees 33 minutes 04 seconds West, 530.67 feet, along said line, to a rock pile found on the north line of Mark S. Kolinski (Deed Book 98, Page 217); thence, North 85 degrees 18 minutes 00 seconds West, 311.93 feet, with Kolinski, to a rock pile found; thence, South 02 degrees 59 minutes 05 seconds West, 227.51 feet, with Kolinski, to a rock pile found; thence, North 86 degrees 13 minutes 15 seconds West, 513.93 feet, with Kolinski, to a rock pile found; thence, South 04 degrees 07 minutes 53 seconds West, 684.68 feet, with the west line of Kolinski and James Arnold (Deed Book 126, Page 726), to a 1/2-inch iron rod found at a stump; thence, North 88 degrees 19 minutes 02 seconds West, 585.04 feet, with the north line of Arnold, to the Point of Beginning.

Containing 584.07 acres within these bounds.

The above described tract is subject to claim of ownership by adjoiner to the south. The claim amounts to 15.08 acres of land and is more clearly defined on the attached survey plat.

**TRACT NO. 3:**

***(Map 037, Parcel 003.00)***

A tract of land located in the Fifth Civil District, Decatur County, Tennessee, and being more particularly described as follows:

Begin at a 1/2-inch iron rod with identification cap stamped "PLS INC JACKSON TN" set, said rod being typical of all rods herein referred to as set, said point being the southwest corner of another T. P. Bateman, Jr. heirs tract and being located at coordinates of North=483,203.00 feet and East=1,389,133.00 feet in the Tennessee State Plane Coordinate System (North American Datum-1927) and said point being corner number 200-39 on the north line of the Tennessee National Wildlife Refuge (Bussell Town Unit); thence, North 82 degrees 12 minutes 00 seconds West, 449.00 feet with the grid of the Tennessee State Plane Coordinate System and the north line of said Refuge, to a 1/2-inch iron pipe found; thence, North 20 degrees 05 minutes 20 seconds West, 1,159.92 feet, to a concrete monument with disk stamped "201-42" found; thence, North 57 degrees 59 minutes 29 seconds West, 194.65 feet, to a concrete monument with disk stamped "201-41" found; thence, South 03 degrees 50 minutes 32 seconds West, 1,123.85 feet, to a 1/2-inch iron pipe found; thence, North 84 degrees 23 minutes 24 seconds West, 1,618.44 feet, to a 1/2-inch iron pipe found; thence, North 50 degrees 40 minutes 23 seconds West, 724.16 feet, to a 1/2-inch iron pipe found at a southeast corner of Lyndall Goff (Deed Book 48, Page 241); thence, with the east line of Goff and generally with an old fence, North 15 degrees 09 minutes 20 seconds East, 600.17 feet, to an iron rod set; thence, North 09 degrees 21 minutes 33 seconds East, 154.53 feet, to an iron rod set; thence, North 19 degrees 36 minutes 31 seconds West, 309.41 feet, to an iron rod set; thence, South 57 degrees 53 minutes 02 seconds East, 31.92 feet, to an iron rod set; thence, North 52 degrees 39 minutes 49 seconds East, 370.00 feet, to an iron rod set; thence, North 45 degrees 34 minutes 56 seconds East, 938.02 feet, to an iron rod set; thence, North 30 degrees 10 minutes 49 seconds East, 148.09 feet, to an iron rod set; thence, North 27 degrees 18 minutes 42 seconds East, 260.37 feet, to an iron rod set; thence, North 14 degrees 51 minutes 18 seconds East, 103.04 feet, to an iron rod set; thence, North 08 degrees 13 minutes 19 seconds East, 470.01 feet, to an iron rod set; thence, North 15 degrees 06 minutes 49 seconds East, 433.47 feet, to an iron rod set; thence, North 08 degrees 24 minutes 36 seconds East, 709.62 feet, to an iron rod set; thence, North 20 degrees 27 minutes 35 seconds East, 381.25 feet, to a 30-inch oak tree on the south line of Paul F. Teague and wife (Deed Book 113, Page 362); thence, South 80 degrees 54 minutes 04 seconds East, 2,212.42 feet, to a steel fence post found at the northwest corner of T. P. Bateman, Jr. heirs (Will Book 2, Page 359); thence, South 07 degrees 44 minutes 20 seconds West, 4,731.48 feet, to the Point of Beginning.

Containing 287.86 acres within these bounds.

**TRACT NO. 4:**

***(Map 037, Parcel 004.00)***

A tract of land located in the Fifth Civil District, Decatur County, Tennessee, and being more particularly described as follows:

Begin at a 1/2-inch iron rod with identification cap stamped "PLS INC JACKSON TN" set, said rod being typical of all rods herein referred to as set, said point being the southwest corner of the parcel described herein, the southeast corner of another T. P. Bateman, Jr. heirs tract (Deed Book 84, Page 619) and being located at coordinates of North=483,203.00 feet and East=1,389,133.00 feet in the Tennessee State Plane Coordinate System (North American Datum-1927) and said point being corner number 200-39 on the north line of the Tennessee National Wildlife Refuge (Bussell Town Unit); thence, North 07 degrees 44 minutes 20 seconds East, 4,731.48 feet, with the grid of the Tennessee State Plane Coordinate System and the east line of the T. P. Bateman, Jr. heirs (Deed Book 84, Page 619), to a steel fence post found on the south line of Paul F. Teague and wife (Deed Book 113, Page 362); thence, South 80 degrees 54 minutes 04 seconds East, 1,344.15 feet,



along the south line of Teague, to an iron rod set at the northwest corner of James R. Goff and wife (Deed Book 133, Page 773); thence, South 01 degrees 03 minutes 19 seconds West, 4,0753.49 feet, along the west line of Goff, to a 1/2-inch iron pipe found on the north line of the Wildlife Refuge; thence, along said north line, North 64 degrees 56 minutes 41 seconds West, 946,29 feet, to a 1/4-inch iron pipe found; thence, South 01 degrees 38 minutes 02 seconds East, 1,140.41 feet, to a 1/2-inch iron pipe found; thence, South 89 degrees 18 minutes 13 seconds West, 1,211.35 feet, to a 1/2-inch iron pipe found; thence, North 22 degrees 34 minutes 07 seconds East, 382.17 feet, to the Point of Beginning.

Containing 167.05 acres within these bounds.

The above described tract is subject to a claim of ownership by the adjoiner to the east. The claim amounts to 5.05 acres of land and is more clearly defined on the attached survey plat.

**TRACT NO. 5:**  
***(Map 035, Parcel 028.17—portion)***

Lying and being located on the South side of Brodies Landing Road in the 5<sup>th</sup> Civil District of Decatur County, Tennessee and being more particularly described as follows:

Beginning on found iron stake, said iron stake being the Southeast corner of the Richard & Kay King property (Dd. Bk. 215, Pg. 519) the Northwest corner of the Tommy Graham property (Dd. Bk. 227, Pg. 931) and the Southwest corner of the tract herein described; thence with the East line of King, North 14 deg., 24 min., 29 sec., East 19.25 ft. to a found iron pin; thence North 13 deg., 28 min., 00 sec., East 25.79 ft. to a point in the center of Brodies Landing Road (50' right-of-way), said point being the Northwest corner of the tract herein described; thence with the center of Brodies Landing Road, South 76 deg., 49 min., 10 sec., East 60.40 ft. to a point in the center of Brodies Landing Road, said point being the Northeast corner of the tract herein described; thence leaving said road with a new partition line, South 14 deg., 09 min., 09 sec., West 25.00 ft. to a 1/2" iron pin set with I.D. cap "LDG LLC" near the South margin of Brodies Landing Road; thence South 14 deg., 09 min., 09 sec., West 15.78 ft. to a 1/2" iron pin set with I.D. cap "LDG LLC" in the North line of Graham, said iron pin being the Southeast corner of the tract herein described; thence with the North line of Graham, North 80 deg., 52 min., 00 sec., West 60.40 ft. back to the point of beginning containing 0.059 acres or 2583.038 square feet as surveyed by Land Development Group, Inc. (Jason W. Britt TN RLS 2904). Address: 354 Joy Lane, P.O. Box 304, Lexington, TN 38351. All iron pins are 1/2" dia. and stamped with identification cap "LDG LLC". October 26, 2016. Bearings relative to Grid North.

Said acreage INCLUDES but hereby expressly EXCLUDES any and all portions of the public road right of ways leaving 0.024 taxable acres.

This being the same property conveyed to Cub Creek Preserve, LLC by Quitclaim Deed of Tommy L. Graham, filed November 14, 2016, in Deed Book 315, Page 681, Register's Office of Decatur County, Tennessee.