

**CONSERVATION EASEMENT  
BASELINE DOCUMENTATION REPORT  
LITTLE CEDAR STANDS, LLC  
PERRY COUNTY, TENNESSEE  
12-28-2017**



Prepared by:  
**Lead Author**  
Lloyd Raleigh  
for  
**Foothills Land Conservancy, Rockford, Tennessee**

**BASELINE DOCUMENT REPORT**  
**LITTLE CEDAR STANDS, LLC**  
**CONSERVATION EASEMENT**

**Baseline data for Conservation Easement granted by Little Cedar Stands, LLC in Perry County, Tennessee, to Foothills Land Conservancy.**

**Prepared by:**



---

**Lead Author: Lloyd Raleigh, Consulting Biologist for Foothills Land Conservancy**



---

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

**Contributing Authors**

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

**Tom Howe – document assembly**

**(See Preparer Qualifications below)**

## TABLE OF CONTENTS

### Project Brief

#### Background Information

Owner Acknowledgement of Conditions

Ownership Information

Property Description

Parcel Map 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

Flora and Fauna

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

Key to Photographs

Photographs

#### Maps

- Aerial Photograph with Boundaries
- State Map
- County Map
- USGS Quadrangle Map
- Wetlands Map
- Watersheds Map
- Flood Map
- Soils Map with Descriptions
- Sub-surface Geology and Legend

- Land Use Map
- Survey Map
- House Site Drawing
- Conservation Management Areas Map
- Anthropogenic Features Map
- Nearby Conservation Areas Map
- Natural Communities Map

Directions to Property, with maps

References

Preparers' Qualifications and Contributions

Exhibits

A. Conservation Easement

## PROJECT BRIEF

### CONSERVATION VALUES

**Size:** Approximately 968.56 acres

**Location:** Perry County, TN

**Elevation:** ~415'-760' above mean sea level

**USGS Quad:** Pope

**Watersheds:** HUC\_8: TN Westen Valley-Beech River (06040001); HUC\_12: Tennessee River-Cedar Creek (060400010704)

**Level IV Ecoregion:** Western Highland Rim #71f

A conservation easement on the Little Cedar Stands, LLC property will serve to protect several habitats, discussed under the Conservation Values section, considered a priority under the Tennessee State Wildlife Action Plan (SWAP).

The easement will also protect the property's waters which feed into the Kentucky Lake reservoir, an important water body for fishing and swimming, power generation, and wildlife protection.

The Lower Tennessee watershed in which the property lies is considered a priority Critical Watershed for Freshwater Species by the Nature Conservancy and will be benefited through the easements protections of its waterways.

## BACKGROUND INFORMATION

### OWNER ACKNOWLEDGEMENT OF CONDITIONS

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

12/28/17  
Date

For the Grantors:


Little Cedar Stands, LLC

By: Southeastern Conservation Group, LLC  
Its: Manager

Southeastern Conservation Group, LLC

By:   
A. Kyle Carney, Manager

For the Grantee:

  
William C. Clabough, Sr.  
Foothills Land Conservancy

### OWNERSHIP INFORMATION

Attn: A. Kyle Carney  
Little Cedar Stands, LLC  
15 Professional Ct.  
Rome, Georgia 30165

## PROPERTY DESCRIPTION

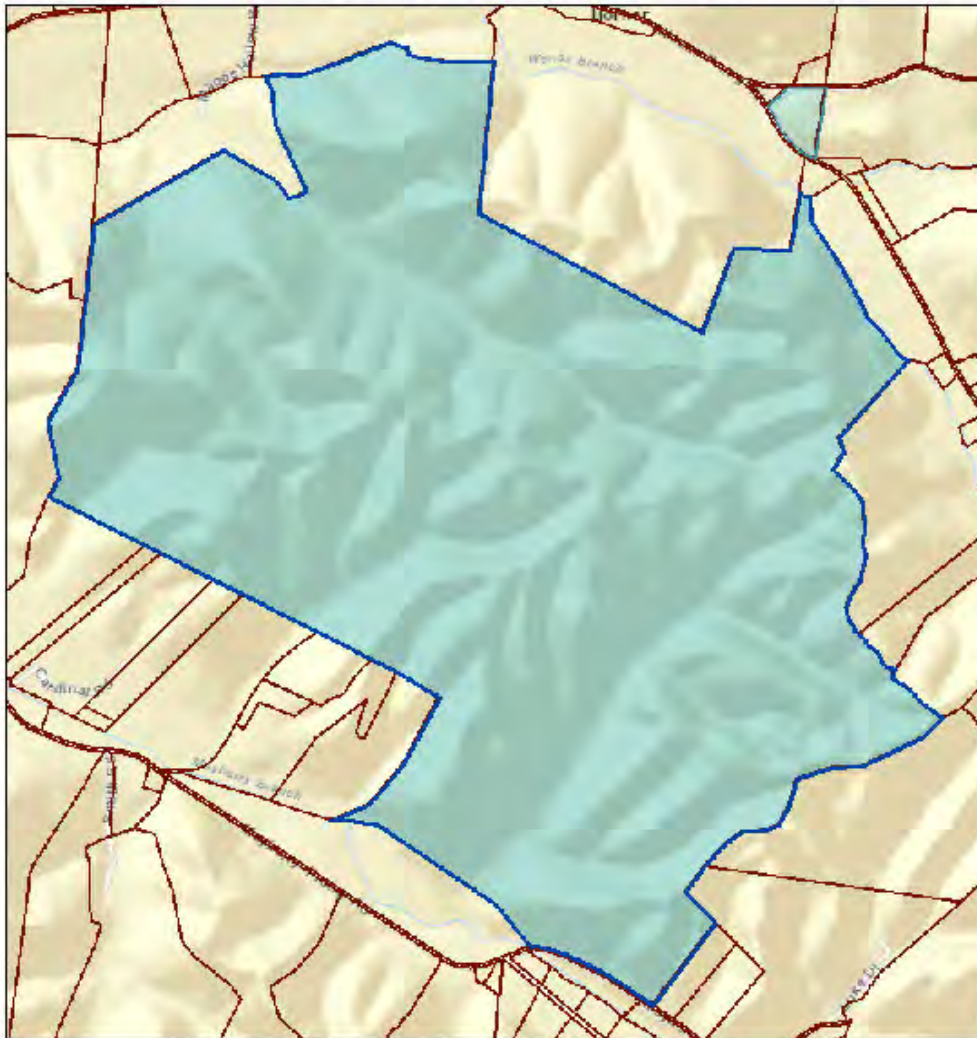
(See Exhibit A Below)

### Parcel Map and Property Data

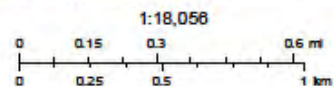
From TN Property Viewer - STS GIS Services - State of Tennessee (<http://tnmap.tn.gov/assessment/>)

Note: Tax Map nor Data Report as yet reflect the boundaries of the proposed easement.

#### Perry County - Parcel: 107 019.01



Date: December 1, 2017  
County: Perry  
Owner: CONSOLIDATED TIMBERLANDS LLC  
Address: CEDAR CREEK & HWY 128  
Parcel Number: 107 019.01  
Deeded Acreage: 0  
Calculated Acreage: 1010.8  
Date of Imagery: 2013



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, IGN, © OpenStreetMap contributors, and the GIS User Community

State of Tennessee, Comptroller of the Treasury, Office of Local Government

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

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

County Number: 068

County Name: PERRY

Tax Year: 2018

### Property Owner and Mailing Address

**Jan 1 Owner:**  
 CONSOLIDATED TIMBERLANDS LLC  
 712 UVALDA HIGHWAY  
 HAZLEHURST, GA 31539

**Current Owner:**

### Property Location

**Address:** CEDAR CREEK & HWY 128

**Map:** 107    **Grp:**    **Ctrl Map:** 107    **Parcel:** 019.01    **PI:**    **S/I:** 000

### Value Information

**Reappraisal Year:** 2015

**Land Mkt Value:** \$759,400

**Improvement Value:** \$0

**Total Market Appraisal:** \$759,400

**Assessment %:** 25

**Assessment:** \$189,850

### General Information

<b>Class:</b>	10 - FARM		
<b>City #:</b>	000	<b>City:</b>	
<b>SSD1:</b>	000	<b>SSD2:</b>	000
<b>District:</b>	01	<b>Mkt Area:</b>	Z01
<b># Bldgs:</b>	0	<b># Mobile Homes:</b>	0
<b>Utilities - Water / Sewer:</b>	12 - NONE / NONE	<b>Utilities - Electricity:</b>	00 - NONE
<b>Utilities - Gas / Gas Type:</b>	00 - NONE	<b>Zoning:</b>	



## Subdivision Data

Subdivision:

Plat Bk:      Plat Pg:      Block:      Lot:

## Additional Description

## Building Information

## Extra Features

## Sale Information

Sale Date	Price	Book	Page	Vac/Imp	Type Instrument	Qualification
09/28/2016	\$11,825,000	D23	265	VACANT	WD	P
12/19/2001	\$0	S22	294			
12/19/2001	\$9,317,823	S22	212	IMPROVED	WD	P
12/19/2001	\$0	S22	192			
12/26/1986	\$0	G9	607			

## Land Information

				1,010.80			
<b>Deed Acres:</b>	0.00	<b>Calc Acres:</b>	0.00	<b>Total Land Units:</b>	<b>Land Type:</b>	62 - WOODLAND 2	<b>Soil Class:</b> P <b>Units:</b> 1,007.00
					<b>Land Type:</b>	62 - WOODLAND 2	<b>Soil Class:</b> G <b>Units:</b> 3.80

## **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: 12/14/17

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 Little Cedar Creek, L.L.C. Perry County, Tennessee

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

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

**MINUTES OF BOARD MEETING AT WHICH THE EASEMENT WAS ACCEPTED**

(excerpted)

**Minutes of the Meeting of the Board of Directors of the Foothills Land Conservancy**

**December 14, 2017, at the offices of FLC, 3402 Andy Harris Road – Rockford, TN 37853**

Notice of the December 14, 2017 meeting, agenda, and the November 2017 minutes were distributed on December 7, 2017. The financials were provided on December 14th and during the Board Meeting. The following members were in attendance at the December 14, 2017 meeting: Dan Barnett, Madge Cleveland, Jenny Hines, Craig Jarvis, Mark King, David Long, Stan Malone, Billy Minser, Mike Parish, Steve Polte, John Proffitt, Sara Rose and David Zandstra. Non-voting Recording Secretary, Mark Jendrek was in attendance. Not in attendance was 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, Tom Howe, Matt Moore, Shelby Lyn Sanders, and Glenna Strissel were present.

**Call to Order**

President, Madge Cleveland, called the meeting to order at 5:54pm.

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

At 6:30pm a motion was made by John Proffitt for FLC’s Board of Directors to go into session as a Committee as a Whole for the Land Projection Committee in order to review the remaining conservation easement and fee simple projects. This motion was seconded by Jenny Hines. The motion carried.

Meredith Clebsch reviewed a PowerPoint of the 20 conservation easement projects and 2 fee simple projects up for final approval. Billy Minser made the motion for The Committee as a Whole to recommend to the full Board Final approval of the following projects, if offered and subject to any changes being made:

Approval	Date	Project	County	State	Acreage	New House sites	Scenic	Nat Res	Open Space	Agric
FINAL	12/14/2017	Little Cedar Creek	Perry	TN	966.92	2	✓	✓	✓	✓

The motion was seconded by Steve Polte. David Long recused himself from voting. The motion carried. The Committee as a Whole adjourned at 6:40pm and went back into the Board Meeting.

***Land Protection Committee***

Land Protection Committee made the motion to accept for Final approval the 20conservation easement projects ... and the 2 fee simple projects, Two Chip and East TN Land, if offered and subject to any changes being made. Jenny Hines seconded the motion. David Long recused himself from voting. The motion carried.

**RECITALS**  
**from LITTLE CEDAR STANDS, LLC**  
**CONSERVATION EASEMENT**

(from CE as of 12-26-17)

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

WHEREAS, Grantor is the owner in fee simple of approximately Nine Hundred Sixty-Eight and 56/100 (968.56) calculated acres of real property, more or less, located in Perry County, Tennessee, which is more particularly described on **Exhibit A-1**, and shown on **Exhibit A-2**, both of which are attached hereto and incorporated by this reference (“Property”); and

WHEREAS, Grantor certifies that the Property possesses certain ecological, natural, scenic, open space, and wildlife habitat values, more specifically set forth below (collectively, “Conservation Values”), of great importance to Grantor, the citizens and residents of, and visitors to, Perry County, Tennessee, and the people of, and visitors to, the State of Tennessee, including visitors to the Nathan Bedford Forrest State Park, Johnsonville State Historical Park, Dry Branch State Class II Natural-Scientific State Natural Area, Mousetail Landing State Park, Natchez Trace State Park, the Land Between the Lakes, and other parks and natural areas in and around Perry County, Tennessee, and which further local, state, and national goals to conserve scenery, open space, and wildlife for the enjoyment of future generations; and

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

WHEREAS, the Property is located within the Lower Tennessee-Beech watershed. Cedar Creek drains the tract into the Lower Tennessee River, and here, the Tennessee Wildlife Resources Agency State Wildlife Action Plan (“SWAP”) shows the Tennessee River and portions of Cedar Creek as High Priority Aquatic Habitat. In addition, the upland watershed is also listed as Medium Priority upland habitats; and

WHEREAS, The Nature Conservancy also recognizes the Property as being within a priority Critical Watershed for Freshwater Species, the Lower Tennessee; and

WHEREAS, waters from Seven Hawks flow into Kentucky Lake, the largest reservoir in the Eastern United States. The reservoir is used for recreation that includes fishing and swimming, as well as for power generation and wildlife protection, and would benefit from protection of its headwaters within the Property; and

WHEREAS, three SWAP High Priority Habitats occur at Little Cedar Stands: South-Central Interior Small Stream and Riparian, Southern Interior Low Plateau Dry-Mesic Oak Forest, and South-Central Interior Mesophytic Forest; and

WHEREAS, for the Little Cedar Stands area, which is part of a karst region, the Subterranean Landscape Priority is low. Only 2,000 feet from Little Cedar Stands is the entrance to Bunch Cave; evidence for karst formations exists at Little Cedar Stands. In one location, a trickling 10-foot waterfall dropped into a hole in the limestone. An underground stream is hypothesized, with cave formations possible, even probable; and

WHEREAS, based on U.S. Fish and Wildlife Service Wetlands Inventory Data, 16,428 linear feet of intermittent streams occur at Little Cedar Stands. The ephemeral quality of the streams is largely due to the underlying geology—chert, shale, and limestone, but despite being intermittent, they are important for water quality; and

WHEREAS, the Property was observed to be biologically diverse with 16 species of wildlife and 126 species of plants. This included 33 tree species, five of which were oaks. The oaks, hickories, and fruit or nut producing shrubs and vines such as grapes, serviceberries, greenbrier, poison ivy, huckleberry, and blueberry, provide abundant mast for wildlife; and

WHEREAS, the suite of plants at Little Cedar Stands reflects its geology that includes limestone areas and outcrops. For example, in more rich mesophytic areas, the rare to uncommon glade fern, walking fern, bladdernut, white bear sedge, lowland bladder fern, and Tennessee bladder fern were found on steep north-aspected rocky limestone outcrops. Mosses and liverworts are abundant in these rocky habitats as well; and

WHEREAS, other rare species that may occur on the Little Cedar Stands property include pubescent sedge (*Carex hirtifolia*), a Tennessee Special Concern species; creamflower tick-trefoil (*Desmodium ochroleucum*), a Tennessee Endangered, G1G2 species; beaked trout-lily, a Tennessee Special Concern species; sweet-scented Indian plantain (*Hasteola suaveolens*), a Tennessee Special Concern species; American ginseng (*Panax quinquefolius*), a Tennessee Special Concern (Commercially-exploited) species; and Heller's catfoot (*Pseudognaphalium helleri*), a Tennessee Special Concern species. These six rare plants are found in the Western Highlands Rim in habitats similar to those present at Little Cedar Stands; and

WHEREAS, the easement restricts development of the property and conversion of its forests, while protecting operable stands of forest land for timber harvest, according to a Trust-approved Forest Management Plan; and

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

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

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

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

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

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

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

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

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



## **LEGAL CONDITION**

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

(See Exhibit A)

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

## CONSERVATION VALUES

The conservation values that make Little Cedar Stands unique are described below and are detailed in the recitals (the “Whereas” statements) in the Conservation Easement. All field data was gathered on site visits made on November 2, 2017 by Lloyd Raleigh, Helia Environmental LLC consulting biologist.

### NATURAL HABITAT

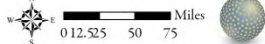
#### *Landscape and Conservation Context*



Little Cedar Creek Conservation Easement  
Perry County, Tennessee  
Ecoregional Context

- Little Cedar Creek Locus
- Western Highland Rim
- Interior Plateau

This map was created by Helia Environmental LLC for reference purposes only. The conservation easement boundary depicted herein is a representation and is not an actual easement boundary survey. It was compiled from the most authentic information available and is believed to be accurate. Helia Environmental is not responsible for any errors or omissions contained herein.  
Prepared: Lloyd Raleigh on November 29, 2017  
Sources: USGS, ESRI, US Census Bureau, US EPA



The Interior Plateau Level III ecoregion, totals 46,334 square miles, including the central third of Tennessee. Within this area is the Western Highland Rim. This Level IV ecoregion covers 7,268 square miles and includes the Property. These areas are represented in the Ecoregional Context map, thus putting the Property within a large-scale context.

The property is located within the Lower Tennessee-Beech watershed. Cedar Creek drains the tract into the Lower Tennessee River, and, here, the Tennessee State Wildlife Action Plan (TN SWAP) shows the Tennessee River and portions of Cedar Creek as High Priority Aquatic Habitat. In addition, the upland watershed is also listed as Medium Priority upland habitats.

The waters from Little Cedar Stands also flow into Kentucky Lake, the largest reservoir in the Eastern United States. The reservoir is used for recreation including fishing and swimming, power generation, and wildlife protection: two state Wildlife Management Areas, four state parks, a

National Recreation Area, and the Tennessee National Wildlife Refuge border the lake.

The Tennessee National Wildlife Refuge, encompassing over 50,000 acres is listed as an Audubon Important Bird Area of state importance, with over 300 birds listed. Of particular importance are migratory birds especially waterfowl and shorebirds, and including endangered species such as the Piping Plover and Least Tern. In addition, the refuge is home to 144 species of fish, at least five of which are rare, 90 species of reptiles and amphibians, and six endangered mussels.

### *High Priority Habitats*

Three Tennessee State Wildlife Action Plan (TN SWAP) High Priority Habitats occur at Little Cedar Stands: South-Central Interior Small Stream and Riparian, Southern Interior Low Plateau Dry-Mesic Oak Forest, and South-Central Interior Mesophytic Forest.



One TN SWAP High Priority Habitat is hypothesized: Karst. For the Little Cedar Stands area, which is part of a karst region, the Subterranean Landscape Priority is low. The limestone that occurs onsite is favorable for caves, underground streams, and other karst formations. Only 2,000 feet from Little Cedar Stands is the entrance to Bunch Cave. The underground extent of the cave is unknown, however. Evidence for karst formations exists at Little Cedar Stands, however. In one location, a trickling 10-foot waterfall dropped into a hole in the limestone (see photograph). An underground stream is hypothesized, with cave formations possible, even probable.

#### **South-Central Interior Small Stream and Riparian**

Although no mature examples of natural communities exist within this High Priority Habitat, ~41.8 acres of alluvial soils occurs at Little Cedar Stands. Of these soils, about 17 acres are forested with late successional habitats. When mature, these areas will become Sycamore - Sweetgum Streambottom Forest, as based on species composition. In these forests, the tree canopy, which averages 8 inches in diameter, includes sycamore, tulip-tree, sweetgum, box-elder, northern hackberry, and slippery elm. Pawpaw, red mulberry, coralberry, winged elm, and yellow passion-flower are examples of other species within this rich forest.

Roughly 16,428 linear feet of ephemeral, intermittent streams occur at Little Cedar Stands, as based on USFWS Wetlands Inventory Data and locating springs and streams during fieldwork. The ephemeral quality of the streams is largely due to the underlying geology—chert, shale, and limestone. Despite the ephemeral quality of the streams, they are important for water quality. The streams on the tract are listed as Not Assessed by the Tennessee Division of Water Resources.

<b>Little Cedar Stands Natural Communities, Ecological Systems, and Priority Habitats</b>				
<b>TN SWAP (Ecological System)</b>	<b>NatureServe Alliance (Natural Community)</b>	<b>Quality</b>	<b>Global Rank</b>	<b>Acres</b>
Southern Interior Low Plateau Dry-Mesic Oak Forest	Interior Low Plateau Chestnut Oak-Mixed Oak Forest	B	G4	1.8

Southern Interior Low Plateau Dry-Mesic Oak Forest	White Oak - Mixed Oak Dry-Mesic Alkaline Forest	B	G4	9.1
Southern Interior Low Plateau Dry-Mesic Oak Forest	Chestnut Oak - Shagbark Hickory / Sugar Maple Forest	B	G4	35.8
South-Central Interior Mesophytic Forest	Central Interior Beech - White Oak Forest	B	G4	1.4
South-Central Interior Mesophytic Forest	Unglaciated Beech - Maple Forest	B	G4	2

*Natural Communities*



**Interior Low Plateau Chestnut Oak-Mixed Oak Forest (G4)**

*Quercus montana* - *Quercus* spp. / *Vaccinium arboreum* - (*Styrax grandifolius*) Forest (CEGL007700)

**Condition Rank:** B (Good)  
**Successional Stage:** Mature

This relatively less calcareous natural community occurs in two locations totaling ~1.8 acres within the

chert-shale geological formations at Little Cedar Stands. Chestnut oak dominates canopy trees, which average 12 inches in diameter. Trees up to 18 inches in diameter occur within this community. Sourwood, sassafras, northern red oak, pignut hickory, and eastern red cedar are other tree species found in this community type. The community type grades into hollows with more mesophytic species such as tulip-tree and beech.

Shrubs and vines are more abundant in the drier slopes of this community type, with black huckleberry, sparkleberry, hillside blueberry, and saw greenbrier being the most commonly found. Interspersed within these shrubs are herbs such as common dittany, greater tickseed, Christmas fern, and woodland sunflower.



**White Oak - Mixed Oak Dry-Mesic Alkaline Forest (G4)**

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

**Condition Rank:** B (Good)

**Successional Stage:** Mature

Occurring at two locations and totaling ~9.1 acres, this dry-mesic oak dominated forest contains white oak and northern red oak in the canopy. In addition, American beech, tulip poplar, sugar maple, white ash, southern sugar maple, sweetgum, shagbark hickory, pignut hickory, and flowering dogwood occur in the canopy and subcanopy. Onsite, these natural communities occur in rocky limestone areas, and this community type has been called the primary dry-mesic limestone forest for the Central Interior Highlands.

Shrubs and vines are sparse, but include beaked hazelnut, beautyberry, Virginia creeper, muscadine grape, and saw greenbrier.

In some areas sedges (*Carex* sp.) can occur in a dense carpet (see photograph). Other graminoids and herbs are variable-leaved panic-grass, palmate-leaved violet, hairy wood-rush, wreath goldenrod, hairy skullcap, and ebony spleenwort.



**Chestnut Oak - Shagbark Hickory / Sugar Maple Forest (G4)**

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

**Condition Rank:** B (Good)

**Successional Stage:** Mature

Seven good examples of this natural community totaling ~35.8 acres occur at Little Cedar Stands. These sites are a rich version of a chestnut oak forest, based on the limestone soils present onsite. In addition to chestnut oak in the canopy, shagbark hickory and sugar maple are also dominant. Co-dominant with these are trees such as mockernut hickory, pignut hickory, white oak, and tulip-tree. Other tree species include beech, northern hackberry, and black walnut. Canopy trees average 12 inches in diameter, with larger trees up to 24 inches occurring.

Sub-canopy trees include pawpaw, red mulberry, sassafras, southern sugar maple, hophornbeam, eastern red cedar, and redbud. Shrubs are sparse and include lowbush blueberry, St. Andrew's cross, and strawberry bush. Vines are also sparse, with crossvine, muscadine grape, common round-leaved greenbrier, Cat greenbrier, and Virginia creeper being the more common species.

The herb layer is moderately rich and includes hairy skullcap, Christmas fern, southern shorthusk, broad beech fern, beech drops, southern shorthusk, sedges, ebony spleenwort, late goldenrod, white snakeroot, foamflower, common dittany, tuberous stone seed.



**Central Interior Beech - White Oak Forest (G4)**

*Fagus grandifolia* - *Quercus alba* / *Cornus florida* Forest (CEGL007881)

**Condition Rank:** B (Good)

**Successional Stage:** Mature

On steep rocky slopes with small rock outcrops, this mesophytic forest contains canopy trees averaging 14 inches in diameter. The community type occurs at a transition between chert in the upper elevations and limestone in the lower elevations.

The community type is dominated by beech, with sub-dominant species including white oak, chestnut oak, and sugar maple. Hophornbeam and spicebush occur sparsely in the understory. Due to the dense shade of beech trees, herb species diversity is low but includes Christmas fern, glade fern, sedges and broad beech fern are herbs found in this natural community



#### **Unglaciated Beech - Maple Forest (G4)**

*Fagus grandifolia - Acer saccharum - Liriodendron tulipifera Unglaciated Forest* (CEGL002411)

**Condition Rank:** B (Good)

**Successional Stage:** Mature

This ~2.2 acre site is extremely steep, northerly in aspect, and contains significant limestone outcrop formations. Beech, sugar maple, black locust, white ash, slippery elm, chestnut oak, and sweetgum all occur within this mesophytic forest type.

Small trees, shrubs and vines include ironwood, hophornbeam, crossvine, bladdernut, poison ivy, and common serviceberry. Bladdernut is prevalent in areas around the limestone outcrops.

Also within the limestone outcrops are herbs such as white bear sedge, walking fern, yellow fumewort, and resurrection fern. Broad beech fern, foamflower, glade fern, maidenhair fern, and clearweed are other herbs present within this community.

Other limestone outcrops, though not mature natural communities, contain additional limestone outcrop species such as southern bladder fern, Tennessee bladder fern, smooth rock cress, sand bitter-cress, and giant cane.



## FLORA AND FAUNA

Sixteen animal species and 126 plant species were detected at Little Cedar Stands on November 3, 2017 (see species lists in the Flora and Fauna Reports section). The species found show a diverse assortment of species typical of limestone and chert based forested habitats of the Interior Plateau of Tennessee. During the survey date, the weather (light rain conditions) impacted animals detected. Additional animals, especially birds, would be found during summer or spring migration. In addition, due to the rich mesophytic forests present, an assortment of spring ephemeral wildflowers is likely, including potential for the rare beaked trout-lily (*Erythronium rostratum*).

### *Wildlife*

The sixteen animal species detected at Little Cedar Stands represent a small portion of species for which suitable habitat exists. Wildlife detected was low and based largely on weather conditions and seasonality, with November rain occurring during the site visit (note that not even Turkey Vultures were observed). Most common were White-tailed Deer, Gray squirrel, and American Robin, which congregated in recently-logged areas.

Based on suitable breeding or migratory habitat, over 130 bird species could be found at Little Cedar Stands. This includes a full suite of neotropical migrant birds that nest in forested habitats. Year-round residents only were detected during the survey, including a healthy population of woodpeckers, four species of which were found—pileated, hairy, downy, and red-bellied.

In addition, a couple dozen herps and almost three dozen mammal species are also likely including many bats, bobcat, shrews, voles, and other animals whose detection is either rare or requiring specific detection techniques beyond the scope of this baseline document. Bats were visible in road corridors at dusk.



Spring Peeper was found on the tract in alluvial areas where ephemeral streams, old logging road depressions, and other pools are suitable as habitat and breeding grounds. At the waterfall site, Spotted Dusky Salamander was found. Likely, this dusky salamander is uncommon on the tract, found only around more perennial wet areas. Other potential herps include the cave salamander (*Eurycea lucifuga*), potentially occurring around any karst openings; Zig-zag Salamander (*Plethodon dorsalis*), which can occur throughout the forests but most likely in rocky limestone areas or in karst formations; and Timber Rattlesnake (*Crotalus horridus*). Outcrops within Little Cedar Stands often contained an abundance of fissures for both invertebrates and vertebrates, including the species described above.

### *Plants*

One hundred twenty-six species of plants were detected at Little Cedar Stands. The suite of plants at Little Cedar Stands reflects its geology, with many species reflective of limestone areas, and outcrops. For example, in more rich mesophytic areas, glade fern, walking fern (see photograph below), bladdernut, white bear sedge, lowland bladder fern, and Tennessee bladder fern were found on steep



north-aspected rocky limestone outcrops. Mosses and liverworts are abundant in these rocky habitats as well.

Onsite, 33 species comprise the diversity of trees. Of these, oak species were the most abundant, occurring throughout the tract and in all habitat types. These five oak species, along with hickories, beech, and other species provide abundant mast for wildlife. Most of the tree species diversity, however, occurs within the mesophytic coves, richer north-aspect slopes, and alluvial soil areas. This includes richer species such as black walnut, southern sugar maple, red mulberry, slippery elm, and northern hackberry.

Several invasive species were present at Little Cedar Stands. The most abundant was Nepalese browntop, which occurred throughout the tract, especially in richer soils, more disturbed areas. Especially vulnerable to this species are limestone outcrops and alluvial areas. Other invasive species include princess tree and tree-of-heaven.

### *Potential Rare Species*

Only four rare species are known for Pope Quadrangle USGS map, the 1:24,000 scale map for Little Cedar Stands. Of these four, two are aquatic species found in large rivers. The other two, though upland flowering plants, occur in barrens and glades, both of which were not present at Little Cedar Stands. Likely a low amount of biological inventories in the area contributes to the low number of rare species on the Pope Quadrangle, but also the natural communities present in the forested areas typically do not support large numbers of rare species.

Rare Species List, Pope Quad (Quad ID 3508758)								
Category	Scientific Name	Common Name	Global Rank	State Rank	Fed. Status	State Status	Habitat	Wet Habitat
Flowering Plant	<i>Draba cuneifolia</i>	Wedge-leaved Whitlow-grass	G5	S1S2	--	S	Barrens And Glades	Upland
Mollusc	<i>Plethobasus cicatricosus</i>	White Wartyback	G1	S1	LE, XN	E	Presumed to inhabit shoals and riffles in large rivers.	Aquatic
Flowering Plant	<i>Salvia azurea</i> var. <i>grandiflora</i>	Blue Sage	G4G5T4?	S3	--	S	Barrens	Upland
Mollusc	<i>Plethobasus cooperianus</i>	Orangefoot Pimpleback	G1	S1	LE, XN	E	Large rivers in sand-gravel-cobble substrates in riffles and shoals.	Aquatic

Other potential rare species outside of this list include pubescent sedge (*Carex hirtifolia*), a TN Special Concern species; cream-flower tick-trefoil (*Desmodium ochroleucum*), a TN Endangered, G1G2 species; beaked trout-lily, a TN Special Concern species; sweet-scented Indian plantain (*Hasteola suaveolens*), a TN Special Concern species; American ginseng (*Panax quinquefolius*), a TN Special Concern (Commercially-exploited) species; and Heller's catfoot (*Pseudognaphalium helleri*), a TN Special Concern species. These six rare plants are found in the Western Highlands Rim in habitats similar to those present at Little Cedar Stands (NatureServe and TN Division of Natural Areas). Potentially, they may occur onsite.

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

Three Conservation Management Area (CMA) classifications occur on the tract: A, B, and C. Across all management areas, the restrictions set out in the Conservation Easement apply in order to maintain conservation values. Also, the right to improve conservation value, if approved by the land trust, is also provided.

CMA Area A, comprising over 600 acres, is the largest CMA. This area is primarily established as a forestry zone. Two, two-acre building envelopes are also included within this area.

CMA Area B includes any Streamside Management Zones (SMZs), as defined by 100 feet on both sides from the blue line, as determined by GIS and fieldwork data. CMA B also includes 100' forest buffers around forested features such as natural communities or important late successional habitat about to transition to natural communities. These areas total to just over 90 acres.

CMA Area C includes several areas that comprise the most important areas for conservation on the tract. Mayberry Branch Limestone Outcrops area includes extensive limestone outcrops, mesophytic natural communities, and steep slopes over 50% slopes. Steep slopes above 50% grade are unsafe for logging and pose undue erosion hazard. These areas are also the most likely areas for additional rock outcrops. McGee Hollow and Cedar Creek Limestone Outcrops protects a variety of natural community types, late successional areas that will mature into natural communities, a waterfall-cave area, and areas greater than 50% slopes. Other areas protect a combination of natural features: natural communities, forest buffers, and SMZ buffers.

In addition to the general restrictions, CMA B and C are to have no commercial timber harvest or agricultural activities, and no new roads, skid paths, sedimentation impacts, or structures. CMA B includes a buffer of 100' whereas CMA C does not require an additional buffer. Reserved rights are described in the Conservation Easement.

### **OPEN SPACE**

Working Forest - The easement restricts development of the property and conversion of its forests, while protecting operable stands of forest land for timber harvest according to a Trust-approved Forest Management Plan.

Agriculture - The property contains Prime Farmland Soils and the easement allows agricultural uses within workable areas of the property, subject to Trust approval.

Natural Resources - The easement protects the natural resources of nearly 1,000 acres of open space, ensuring good quality air, water and natural habitat in perpetuity, much to the public's benefit.

## **GEOLOGY**

Geology plays a major role in shaping the species present on the tract. For example, Interior Low Plateau Chestnut Oak-Mixed Oak Forest natural community occurs only in the Fort Payne Formation's cherty ridges. Limestone outcrops occur primarily in the Silurian limestone and shale. In these areas, the transition between this geology type and the Fort Payne Formation above it can be seen, with a corresponding shift in vegetation. This transition is often where most of the rock outcrops are found—limestone capped with shale or chert.

The tract is evenly divided between these two types, with alluvial soils comprising another 20.8 acres, mostly along Cedar Creek and Woods Branch. These occur on the northern boundaries of the tract. The accuracy of the soil maps as aligned with USGS topographic maps and FEMA flood maps is questioned here, as alluvial soils are mapped on slopes up to 100 feet above the typical floodplain of these water bodies.

<b>Geology Type</b>	<b>Map Unit</b>	<b>Acres</b>
Mississippian Fort Payne Formation shale and chert	Mfp	452.2
Silurian limestone and shale	S	454.3
Quaternary alluvial deposits, sand and silt	Qal	20.8
Ordovician limestone and shale	O	4.1

### *Wetlands*

Aside from 16,428 linear feet of riparian streams on the tract, no wetlands are mapped on the tract as based on USFWS shapefile data. Nevertheless, several areas of note are present. First, a spring occurs in the northern portion of the tract. Second, a small trickle of a waterfall occurs, leading into an underground cave. Underground karst streams are hypothesized as well as the potential for caves. Third, sufficient small depressions and pools in alluvial areas occur in order for Spring Peeper to be present on-site. Many of these small depressions occur in logging road areas.

## **SOILS**

Twelve soil types occur at Little Cedar Stands. Of these, three are Prime Farmland soils, totaling 26.8 acres: Ellisville, Humphreys, and Sullivan, all silt loams. These are alluvial soils found in floodplains and the bottoms of hollows. Another alluvial soil type totaling 15.0 acres, Riverby, is not prime farmland due to its gravelly, sandy nature.

Upslope from these soils are several soil types that form the slopes of hollows. These are areas with rock outcrops, mostly limestone: Talbott-Mimosa complex; Biffle, Rock outcrop-Barfield complex; Hawthorne, and Sulphura soils; Dellrose and Mimosa soils; and Gladdice-Rock Outcrop-Mimosa complex. All of these soil types are rocky to very rocky. In addition, the latter three are steep to very steep, with slopes up to 70 percent. In sum, these rocky soil types comprise 692.5 acres of the tract. Within these areas, over 3.3 acres of rock outcrop areas were mapped. Additional rock outcrop areas are hypothesized, but were not found.

These steep transitions on the slopes between hollows and ridges are important for forestry operations, as 50% slopes are considered unsafe for tree felling. 35% slopes are considered unsafe for any mechanical operations and skid trails. This is one reason why logging operations in these areas typically harvests hollows during one cut and ridges during another cut.

On the ridgetops is Biffle gravelly silt loam. These are the dry soils onsite and are typically cherty ridges (Fort Payne Formation).

Soil Series	Map Unit	Farmland Soils	Acres
Ellisville silt loam, occasionally flooded	Ev	All areas are prime farmland	2.2
Humphreys gravelly silt loam, 0 to 3 percent slopes, rarely flooded	HuA	All areas are prime farmland	21.9
Humphreys gravelly silt loam, 2 to 5 percent slopes	HuB	All areas are prime farmland	1.4
Sullivan silt loam, occasionally flooded	Sn	All areas are prime farmland	1.3
Biffle gravelly silt loam, 5 to 15 percent slopes	BbC	Not prime farmland	199.4
Biffle, Hawthorne, and Sulphura soils, very steep, rocky	BSF	Not prime farmland	419.9
Dellrose and Mimosa soils, 20 to 60 percent slopes	DeF	Not prime farmland	167.4
Gladdice-Rock outcrop-Mimosa complex, 25 to 70 percent slopes	GdF	Not prime farmland	56.0
Riverby gravelly sandy loam, frequently flooded	Rb	Not prime farmland	15.0
Rock outcrop-Barfield complex, 10 to 30 percent slopes	RoD	Not prime farmland	5.9
Talbott-Mimosa complex, 15 to 35 percent slopes, very rocky	TbE	Not prime farmland	33.2
Talbott-Mimosa complex, 5 to 15 percent slopes, rocky	TbD	Not prime farmland	0.1
Tarklin-Minvale complex, 5 to 12 percent slopes, eroded	TmC2	Not prime farmland	3.3
Udalfs-Gullied land complex, 5 to 30 percent slopes	Ua	Not prime farmland	4.3
<b>Grand Total</b>			<b>931.3</b>

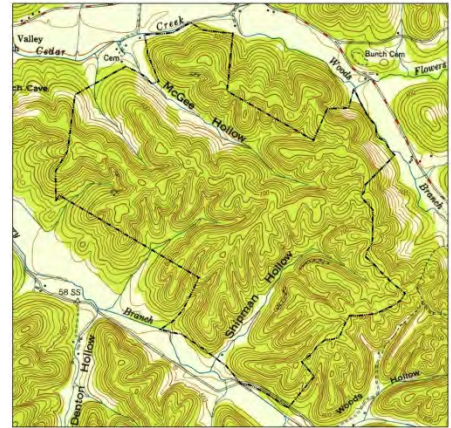
## LAND USE INFORMATION



Hunting and forestry are currently the main land uses. Approximately 632 acres of Little Cedar Stands falls with areas where logging has occurred in 2017. These forestry operations used diameter-limit cutting techniques, with leave trees less than 10 inches in diameter remaining throughout the tract (see photograph).

The logging involved the creation of standard logging roads, most of which followed ridges. Skid trails and logging roads typically followed Best Management Practices, although in several locations, they occurred on unsafe, steep slopes where they often led to high amounts of erosion in spite of water bar creation. These water bars failed in at least three cases.

Most other areas of the tract are late successional forests, cut several decades prior. The tract has been over 90 percent forested for at least 80 years, as based on old USGS topographic maps. Eighty years ago, several hollows including McGee Hollow and Shipman Hollow were open, likely pasture. As of 1949, the hollows were still open (see map). After that date, these areas reverted to mesophytic forests and matured to the point where trees over 30 inches in diameter had grown as based on stump surveys in these areas.



## ANTHROPOGENIC FEATURES

In addition to logging and hunting, anthropogenic features include one hunting camp structure, with a wood frame and metal roof, a basic dirt road system, two metal barrier gates with locks, and a deer feeder. Hunting stands also likely occur on the tract, but were not observed.

Over five miles of logging and access roads occur on the tract. Additional smaller skid trails occur as well. Some of these roads are more permanent than others. In at least three cases, erosion has occurred, where logging roads were constructed on steep slopes, as discussed in the land-use information section.

# FLORA AND FAUNA REPORTS

## TN NATURAL HERITAGE DATABASE REPORT ON LISTED SPECIES

### **Obovaria retusa**

COMMON_NAME	Ring Pink
GLOBAL_RANK	G1
ST_RANK	S1
HABITAT	Large rivers in gravel and sand bars; Tennessee & Cumberland river watersheds; many historic locations currently inundated.

### **Carex reniformis**

COMMON_NAME	Reniform Sedge
GLOBAL_RANK	G4?
ST_RANK	S1
HABITAT	Rich Bottomland Woods

### **Liparis loeselii**

COMMON_NAME	Fen Orchis
GLOBAL_RANK	G5
ST_RANK	S1
HABITAT	Calcareous Seeps

### **Spiranthes odorata**

COMMON_NAME	Sweetscent Ladies'-tresses
GLOBAL_RANK	G5
ST_RANK	S1
HABITAT	Swamps, Pond Margins

### **Etheostoma denoncourti**

COMMON_NAME	Golden Darter
GLOBAL_RANK	G2

ST_RANK	S2
HABITAT	Medium to large rivers in shallow riffle areas of pea gravel; Tennessee River system.

### **Hasteola suaveolens**

COMMON_NAME	Sweet-scented Indian-plantain
GLOBAL_RANK	G4
ST_RANK	S2
HABITAT	Alluvial Woods, Moist Slopes

### **Noturus fasciatus**

COMMON_NAME	Saddled Madtom
GLOBAL_RANK	G2
ST_RANK	S2
HABITAT	Rocky riffles, runs, and flowing pools of clear creeks & small rivers; Duck River system and nearby tributaries of the Tennessee River.

### **Prenanthes barbata**

COMMON_NAME	Bearded Rattlesnake-root
GLOBAL_RANK	G3
ST_RANK	S2
HABITAT	Barrens And Dry Woodlands

### **Cryptobranchus alleganiensis**

COMMON_NAME	Hellbender
GLOBAL_RANK	G3G4
ST_RANK	S3
HABITAT	Rocky, clear creeks and rivers with large shelter rocks.

### **Panax quinquefolius**

COMMON_NAME	American Ginseng
-------------	------------------



GLOBAL_RANK	G3G4
ST_RANK	S3S4
HABITAT	Rich Woods

### **Lithasia duttoniana**

COMMON_NAME	Helmet Rocksnail
GLOBAL_RANK	G2Q
ST_RANK	S2
HABITAT	Rocky substrates in riffle systems; bedrock in flowing water below main section of riffles; Duck River (TN River system).

### **Percina phoxocephala**

COMMON_NAME	Slenderhead Darter
GLOBAL_RANK	G5
ST_RANK	S3
HABITAT	Small-large rivers with moderate gradient in shoal areas with moderate-swift currents; portions of Tenn & Cumb river watersheds.

### **Etheostoma aquali**

COMMON_NAME	Coppercheek Darter
GLOBAL_RANK	G2G3
ST_RANK	S2S3
HABITAT	Primarily in deep riffles, runs, and flowing pools; Duck and Buffalo River watersheds.

### **Carpionodes velifer**

COMMON_NAME	Highfin Carpsucker
GLOBAL_RANK	G4G5
ST_RANK	S2S3
HABITAT	Large rivers, mostly in Tennessee River drainage.

## OBSERVED SPECIES LISTS

Little Cedar Stands Plant Species List November 3, 2017		
Common Name	Genus	Species
Virginia Three-Seeded Mercury	<i>Acalypha</i>	<i>virginica</i>
Southern Sugar Maple	<i>Acer</i>	<i>floridanum</i>
Box-Elder	<i>Acer</i>	<i>negundo</i>
Sugar Maple	<i>Acer</i>	<i>saccharum</i>
Northern Maidenhair	<i>Adiantum</i>	<i>pedatum</i>
Common White Snakeroot	<i>Ageratina</i>	<i>altissima</i>
Beaked Agrimony	<i>Agrimonia</i>	<i>rostellata</i>
Tree-of-Heaven	<i>Ailanthus</i>	<i>altissima</i>
Annual Ragweed	<i>Ambrosia</i>	<i>artemisiifolia</i>
Common Serviceberry	<i>Amelanchier</i>	<i>arborea</i>
Broomsedge Bluestem	<i>Andropogon</i>	<i>virginicus</i>
Ladies' Tobacco, Plantain-Leaved Pussytoes	<i>Antennaria</i>	<i>plantaginifolia</i>
Giant or River Cane	<i>Arundinaria</i>	<i>gigantea</i>
Pawpaw	<i>Asimina</i>	<i>triloba</i>
Ebony Spleenwort	<i>Asplenium</i>	<i>platyneuron</i>
Walking Fern	<i>Asplenium</i>	<i>rhizophyllum</i>
Crossvine	<i>Bignonia</i>	<i>capreolata</i>
Smooth Rock-Cress	<i>Boechera</i>	<i>laevigata</i>
Southern Shorthusk	<i>Brachyelytrum</i>	<i>erectum</i>
American Beautyberry, French Mulberry	<i>Callicarpa</i>	<i>americana</i>
Sand Bitter-Cress	<i>Cardamine</i>	<i>parviflora</i>
White Bear Sedge	<i>Carex</i>	<i>albursina</i>
A Sedge	<i>Carex</i>	<i>sp.</i>
American Hornbeam, Blue Beech, Ironwood	<i>Carpinus</i>	<i>caroliniana</i>
Pignut Hickory	<i>Carya</i>	<i>glabra</i>
Shagbark Hickory	<i>Carya</i>	<i>ovata</i>
Mockernut Hickory	<i>Carya</i>	<i>tomentosa</i>
Northern Hackberry	<i>Celtis</i>	<i>occidentalis</i>
Eastern Redbud	<i>Cercis</i>	<i>canadensis</i>
Broadleaf Woodoats	<i>Chasmanthium</i>	<i>latifolium</i>
Slender Woodoats	<i>Chasmanthium</i>	<i>laxum</i>
Blue Mistflower	<i>Conoclinium</i>	<i>coelestinum</i>
Canadian Horseweed	<i>Conyza</i>	<i>canadensis</i>
Greater Tickseed	<i>Coreopsis</i>	<i>major</i>
Flowering Dogwood	<i>Cornus</i>	<i>florida</i>

Yellow Fumewort	<i>Corydalis</i>	<i>flavula</i>
Beaked Hazelnut	<i>Corylus</i>	<i>cornuta</i>
Common Dittany	<i>Cunila</i>	<i>origanoides</i>
Wild Comfrey	<i>Cynoglossum</i>	<i>virginianum</i>
Lowland or Southern Bladder Fern	<i>Cystopteris</i>	<i>protrusa</i>
Tennessee Bladder Fern	<i>Cystopteris</i>	<i>tennesseensis</i>
Variable Panic-Grass	<i>Dichanthelium</i>	<i>commutatum</i>
Narrowleaf Glade Fern	<i>Diplazium</i>	<i>pycnocarpon</i>
Carolina Elephant's Foot	<i>Elephantopus</i>	<i>carolinianus</i>
Beechdrops	<i>Epifagus</i>	<i>virginiana</i>
American Fireweed	<i>Erechtites</i>	<i>hieraciifolia</i>
Strawberry Bush	<i>Euonymus</i>	<i>americanus</i>
American Beech	<i>Fagus</i>	<i>grandifolia</i>
White or American Ash	<i>Fraxinus</i>	<i>americana</i>
Licorice Bedstraw	<i>Galium</i>	<i>circaezans</i>
Piedmont Bedstraw	<i>Galium</i>	<i>pedemontanum</i>
Fragrant Bedstraw	<i>Galium</i>	<i>triflorum</i>
Black Huckleberry	<i>Gaylussacia</i>	<i>baccata</i>
Striped Gentian	<i>Gentiana</i>	<i>villosa</i>
White Avens	<i>Geum</i>	<i>canadense</i>
St. Andrew's Cross	<i>Hypericum</i>	<i>stragulum</i>
Black Walnut	<i>Juglans</i>	<i>nigra</i>
Eastern Red Cedar	<i>Juniperus</i>	<i>virginiana</i>
Chinese or Sericea Lespedeza	<i>Lespedeza</i>	<i>cuneata</i>
Intermediate Lespedeza	<i>Lespedeza</i>	<i>intermedia</i>
Spicebush	<i>Lindera</i>	<i>benzoin</i>
Sweetgum	<i>Liquidambar</i>	<i>styraciflua</i>
Tulip-Tree, Yellow Poplar	<i>Liriodendron</i>	<i>tulipifera</i>
Tuberous Stoneseed	<i>Lithospermum</i>	<i>tuberosum</i>
Indian Tobacco	<i>Lobelia</i>	<i>inflata</i>
Japanese Honeysuckle	<i>Lonicera</i>	<i>japonica</i>
Hairy Wood-Rush	<i>Luzula</i>	<i>acuminata</i>
Nepalese Browntop	<i>Microstegium</i>	<i>vimineum</i>
Red Mulberry	<i>Morus</i>	<i>rubra</i>
Black Gum	<i>Nyssa</i>	<i>sylvatica</i>
Hophornbeam, Ironwood	<i>Ostrya</i>	<i>virginiana</i>
Common Yellow Wood-Sorrel	<i>Oxalis</i>	<i>stricta</i>
Small's Ragwort	<i>Packera</i>	<i>anonyma</i>
Beaked Panic-Grass	<i>Panicum</i>	<i>anceps</i>

Virginia Creeper	<i>Parthenocissus</i>	<i>quinquefolia</i>
Purple Passion-Flower, Maypops	<i>Passiflora</i>	<i>incarnata</i>
Yellow Passion-Flower	<i>Passiflora</i>	<i>lutea</i>
Paulownia, Princess Tree, Empress Tree	<i>Paulownia</i>	<i>tomentosa</i>
Beefsteak Plant	<i>Perilla</i>	<i>frutescens</i>
Jumpseed	<i>Persicaria</i>	<i>virginiana</i>
Southern or Broad Beech Fern	<i>Phegopteris</i>	<i>hexagonoptera</i>
American Pokeweed	<i>Phytolacca</i>	<i>americana</i>
Canadian Clearweed	<i>Pilea</i>	<i>pumila</i>
Resurrection Fern	<i>Pleopeltis</i>	<i>polypodioides</i>
Common Christmas Fern	<i>Polystichum</i>	<i>acrostichoides</i>
Dwarf Cinquefoil	<i>Potentilla</i>	<i>canadensis</i>
Black Cherry	<i>Prunus</i>	<i>serotina</i>
Eastern Rabbit-Tobacco	<i>Pseudognaphalium</i>	<i>obtusifolium</i>
White Oak	<i>Quercus</i>	<i>alba</i>
Scarlet Oak	<i>Quercus</i>	<i>coccinea</i>
Southern Red Oak	<i>Quercus</i>	<i>falcata</i>
Chestnut or Mountain Oak	<i>Quercus</i>	<i>montana</i>
Northern Red Oak	<i>Quercus</i>	<i>rubra</i>
Black Locust	<i>Robinia</i>	<i>pseudoacacia</i>
Multiflora Rose	<i>Rosa</i>	<i>multiflora</i>
Southern or Sawtooth Blackberry	<i>Rubus</i>	<i>argutus</i>
Black Willow	<i>Salix</i>	<i>nigra</i>
Sassafras	<i>Sassafras</i>	<i>albidum</i>
Hairy Skullcap	<i>Scutellaria</i>	<i>elliptica</i>
Yellow Foxtail	<i>Setaria</i>	<i>pumila</i>
Saw Greenbrier	<i>Smilax</i>	<i>bona-nox</i>
Cat Greenbrier, Sawbrier	<i>Smilax</i>	<i>glauca</i>
Common Round-Leaved Greenbrier	<i>Smilax</i>	<i>rotundifolia</i>
Carolina Horsenettle	<i>Solanum</i>	<i>carolinense</i>
Late Goldenrod	<i>Solidago</i>	<i>altissima</i>
Blue-Stemmed or Wreath Goldenrod	<i>Solidago</i>	<i>caesia</i>
Bladdernut, Possum Cods	<i>Staphylea</i>	<i>trifolia</i>
Coralberry	<i>Symphoricarpos</i>	<i>orbiculatus</i>
Bushy Aster	<i>Symphyotrichum</i>	<i>dumosum</i>
Calico, One-Sided, or White Woodland Aster	<i>Symphyotrichum</i>	<i>lateriflorum</i>
Hairy White Old-Field Aster	<i>Symphyotrichum</i>	<i>pilosum</i>
Short's Aster	<i>Symphyotrichum</i>	<i>shortii</i>
Allegheny Foamflower	<i>Tiarella</i>	<i>cordifolia</i>

Crane-Fly Orchid	<i>Tipularia</i>	<i>discolor</i>
Purpletop Tridens	<i>Tridens</i>	<i>flavus</i>
Field Clover	<i>Trifolium</i>	<i>campestre</i>
Winged Elm	<i>Ulmus</i>	<i>alata</i>
Slippery or Red Elm	<i>Ulmus</i>	<i>rubra</i>
Farkleberry, Sparkleberry	<i>Vaccinium</i>	<i>arboreum</i>
Lowbush or Hillside Blueberry	<i>Vaccinium</i>	<i>pallidum</i>
Common Mullein	<i>Verbascum</i>	<i>thapsus</i>
Wingstem	<i>Verbesina</i>	<i>alternifolia</i>
Gravelweed	<i>Verbesina</i>	<i>helianthoides</i>
Carolina Vetch	<i>Vicia</i>	<i>caroliniana</i>
Palmate-Leaved Violet	<i>Viola</i>	<i>palmata</i>
Common Blue Violet	<i>Viola</i>	<i>sororia</i>
Muscadine Grape	<i>Vitis</i>	<i>rotundifolia</i>
Grape	<i>Vitis</i>	<i>sp.</i>

<b>Little Cedar Stands Animal Species List November 3, 2017</b>		
<b>Common Name</b>	<b>Genus</b>	<b>Species</b>
Red-tailed Hawk	<i>Buteo</i>	<i>jamaicensis</i>
American Crow	<i>Corvus</i>	<i>brachyrhynchos</i>
Pileated Woodpecker	<i>Dryocopus</i>	<i>pileatus</i>
Turkey	<i>Melaegris</i>	<i>gallopavo</i>
Red-bellied Woodpecker	<i>Melanerpes</i>	<i>carolinus</i>
Song Sparrow	<i>Melospiza</i>	<i>melodia</i>
White-tailed Deer	<i>Odocoileus</i>	<i>virginianus</i>
Downy Woodpecker	<i>Picoides</i>	<i>pubescens</i>
Hairy Woodpecker	<i>Picoides</i>	<i>villosus</i>
Carolina Chickadee	<i>Poecile</i>	<i>carolinensis</i>
Gray Squirrel	<i>Sciurus</i>	<i>carolinensis</i>
Barred Owl	<i>Strix</i>	<i>varia</i>
Carolina Wren	<i>Thryothorus</i>	<i>ludovicianus</i>
American Robin	<i>Turdus</i>	<i>migratorius</i>
Spotted Dusky Salamander	<i>Desmognathus</i>	<i>conanti</i>
Northern Spring Peeper	<i>Pseudacris</i>	<i>crucifer</i>
Bat Species	<i>Order:</i>	<i>Chroptera</i>

# ARCHAEOLOGICAL REPORT

## TN DIVISION OF ARCHAEOLOGY LETTER ON ARCHAEOLOGY DATABASE

**Tom Howe**

---

**From:** Satin Platt <Satin.Platt@tn.gov>  
**Sent:** Tuesday, December 05, 2017 1:21 PM  
**To:** Tom Howe  
**Subject:** FW: Little Cedar Creek, LLC Archaeology Report  
**Attachments:** Little Cedar Creek Site Visit Map\_Topo.pdf; Tax Map.pdf

The name had since been changed from Little Cedar Creek, LLC to Little Cedar Stands, LLC

Good afternoon,

I checked your project area in Perry County. Currently, there are no recorded archaeological sites within the project area or within one mile of the project area. However, the area has not been surveyed to determine presence or absence of archaeological resources. Please let me know if you have further questions.

- Satin



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

---

**From:** Mike C. Moore  
**Sent:** Monday, December 04, 2017 11:20 AM  
**To:** TDOA SiteFile  
**Subject:** FW: Little Cedar Creek, LLC Archaeology Report

This is his initial email but have noted the corrected coordinates

Correct coordinates are: 35.516352, -87.89975

---

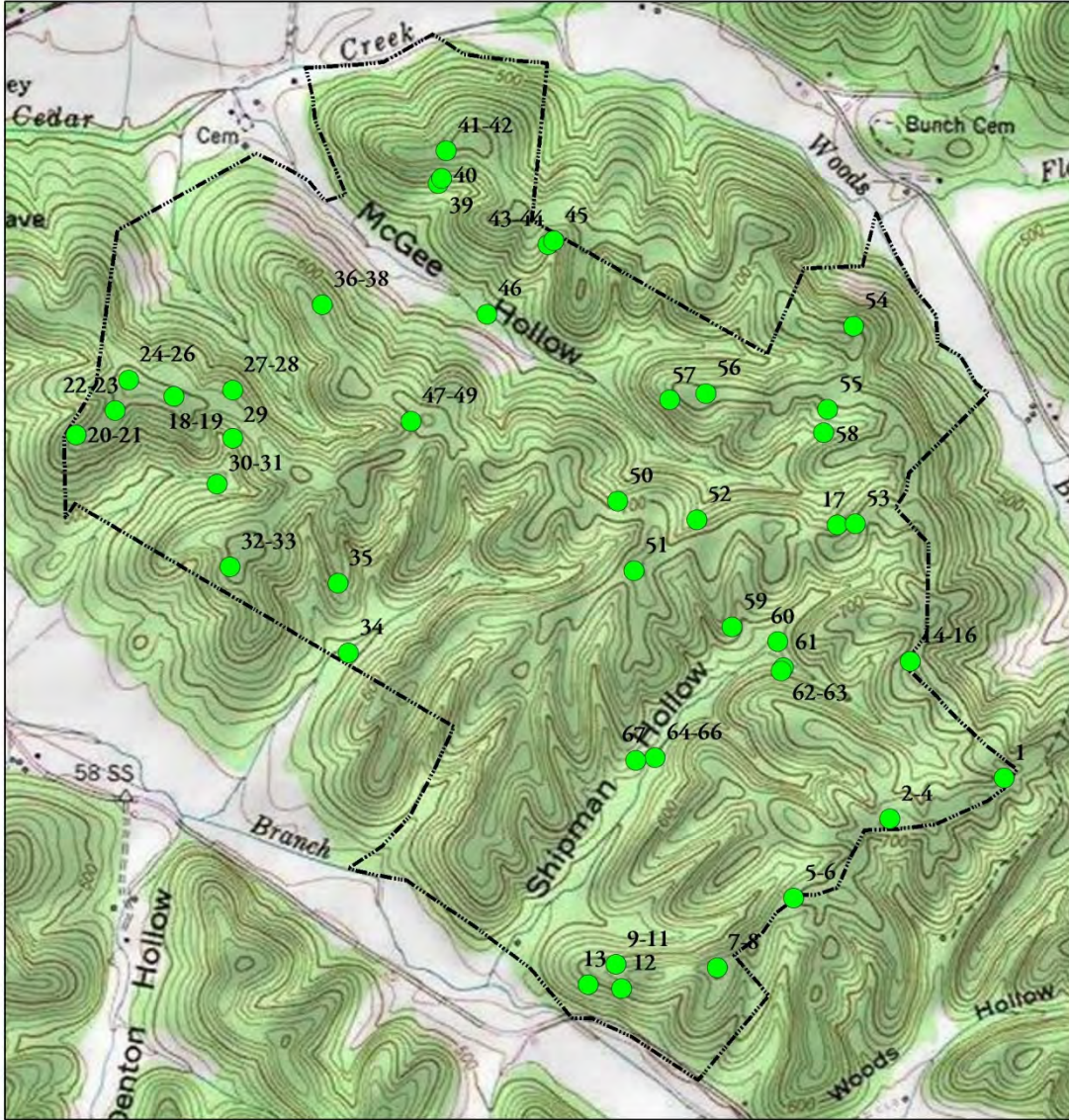
**From:** Tom Howe [<mailto:thowe@foothillsland.org>]  
**Sent:** Monday, December 04, 2017 9:49 AM  
**To:** Mike C. Moore  
**Subject:** FW: Little Cedar Creek, LLC Archaeology Report

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

FYI, I meant 1000 acres  
Tom

# PHOTOGRAPHS OF CURRENT SITE CONDITIONS

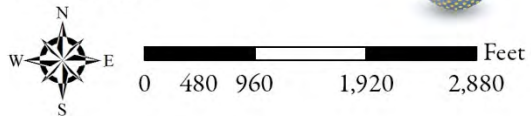
## PHOTO POINT MAP



**Little Cedar Creek Conservation Easement**  
**Perry County, Tennessee**  
**Photomonitoring Points**

- Photomonitoring Points
- Easement Boundary

This map was created by Helia Environmental LLC for reference purposes only. The conservation easement boundary depicted herein is a representation and is not an actual easement boundary survey. It was compiled from the most authentic information available and is believed to be accurate. Helia Environmental is not responsible for any errors or omissions contained herein.  
 Preparer: Lloyd Raleigh on November 28, 2017  
 Sources: USGS



# KEY TO PHOTOGRAPHS

Photo #	Property	Lat	Long	Date and Time	Brg	Elev	Description	Author
1	Little Cedar Stands, LLC	35.510407	-87.887329	03-NOV-17 9:05:44AM	W	926'	Property corner bound, logging	I.Raleigh
2	Little Cedar Stands, LLC	35.509376	-87.890657	03-NOV-17 9:10:47AM	E	790'	Taken from road at bound of tract with logged areas. Trees < 10" dbh left	I.Raleigh
3	Little Cedar Stands, LLC	35.509376	-87.890657	03-NOV-17 9:10:47AM	W	790'	Taken from road at bound of tract with logged areas. Trees < 10" dbh left	I.Raleigh
4	Little Cedar Stands, LLC	35.509376	-87.890657	03-NOV-17 9:10:47AM	N	790'	Taken from road at bound of tract with logged areas. Trees < 10" dbh left	I.Raleigh
5	Little Cedar Stands, LLC	35.507432	-87.893458	03-NOV-17 9:20:46AM	N	732'	Logging (2017), trees <10" dbh cut	I.Raleigh
6	Little Cedar Stands, LLC	35.507432	-87.893458	03-NOV-17 9:20:46AM	NE	732'	Logging (2017), trees <10" dbh cut	I.Raleigh
7	Little Cedar Stands, LLC	35.505724	-87.895655	03-NOV-17 9:24:14AM	NW	706'	Chestnut Oak - Shagbark Hickory / Sugar Maple Forest, B-rank	I.Raleigh
8	Little Cedar Stands, LLC	35.505724	-87.895655	03-NOV-17 9:24:14AM	N	706'	Chestnut Oak - Shagbark Hickory / Sugar Maple Forest, B-rank	I.Raleigh
9	Little Cedar Stands, LLC	35.505749	-87.898635	03-NOV-17 9:45:40AM	E	697'	2017 cut area taken from logging road	I.Raleigh
10	Little Cedar Stands, LLC	35.505749	-87.898635	03-NOV-17 9:45:40AM	W	697'	2017 cut area taken from logging road	I.Raleigh
11	Little Cedar Stands, LLC	35.505749	-87.898635	03-NOV-17 9:45:40AM	N	697'	2017 cut area taken from logging road	I.Raleigh
12	Little Cedar Stands, LLC	35.505173	-87.898464	03-NOV-17 10:02:22AM	ESE	679'	White Oak - Mixed Oak Dry-Mesic Alkaline Forest, B-rank	I.Raleigh
13	Little Cedar Stands, LLC	35.505252	-87.899452	03-NOV-17 10:16:05AM	E	615'	Limestone rock and White Oak - Mixed Oak Dry-Mesic Alkaline Forest, B-rank	I.Raleigh
14	Little Cedar Stands, LLC	35.513178	-87.89016	03-NOV-17 10:58:20AM	NE	752'	Logged areas with <10" leave trees	I.Raleigh
15	Little Cedar Stands, LLC	35.513178	-87.89016	03-NOV-17 10:58:20AM	N	752'	Logged areas with <10" leave trees	I.Raleigh
16	Little Cedar Stands, LLC	35.513178	-87.89016	03-NOV-17 10:58:20AM	W	752'	Logged areas with <10" leave trees	I.Raleigh
17	Little Cedar Stands, LLC	35.51642	-87.892377	03-NOV-17 11:20:16AM	NE	751'	Chestnut Oak - Shagbark Hickory / Sugar Maple Forest, B-rank	I.Raleigh
18	Little Cedar Stands, LLC	35.5192	-87.911981	03-NOV-17 12:02:34PM	S	721'	Log landing area and logged forest with <10" leave trees	I.Raleigh
19	Little Cedar Stands, LLC	35.5192	-87.911981	03-NOV-17 12:02:34PM	E	721'	Log landing area and logged forest with <10" leave trees	I.Raleigh
20	Little Cedar Stands, LLC	35.518234	-87.914826	03-NOV-17 12:07:22PM	S	700'	Cut to S, Chestnut Oak - Shagbark Hickory / Sugar Maple Forest, B-rank to N	I.Raleigh
21	Little Cedar Stands, LLC	35.518234	-87.914826	03-NOV-17 12:07:22PM	N	700'	Cut to S, Chestnut Oak - Shagbark Hickory / Sugar Maple Forest, B-rank to N	I.Raleigh
22	Little Cedar Stands, LLC	35.518834	-87.913702	03-NOV-17 12:14:49PM	SE	597'	Logging road and logged area with <10" dbh leave trees	I.Raleigh
23	Little Cedar Stands, LLC	35.518834	-87.913702	03-NOV-17 12:14:49PM	SW	597'	Logging road and logged area with <10" dbh leave trees	I.Raleigh
24	Little Cedar Stands, LLC	35.519583	-87.913319	03-NOV-17 12:18:09PM	NW	706'	Logging road and logging	I.Raleigh
25	Little Cedar Stands, LLC	35.519583	-87.913319	03-NOV-17 12:18:09PM	N	706'	Logging road and logging	I.Raleigh
26	Little Cedar Stands, LLC	35.519583	-87.913319	03-NOV-17 12:18:09PM	SE	706'	Logging road and logging	I.Raleigh
27	Little Cedar Stands, LLC	35.519384	-87.910246	03-NOV-17 12:22:22PM	N	583'	Logging and skid trail	I.Raleigh
28	Little Cedar Stands, LLC	35.519384	-87.910246	03-NOV-17 12:22:22PM	E	583'	Logging and skid trail	I.Raleigh
29	Little Cedar Stands, LLC	35.518221	-87.910223	03-NOV-17 12:31:25PM	S	663'	Central Interior Beech - White Oak Forest.	I.Raleigh
30	Little Cedar Stands, LLC	35.517114	-87.910652	03-NOV-17 12:43:33PM	S	602'	Unglaciaded Beech - Maple Forest	I.Raleigh
31	Little Cedar Stands, LLC	35.517114	-87.910652	03-NOV-17 12:43:33PM	S	602'	Unglaciaded Beech - Maple Forest	I.Raleigh
32	Little Cedar Stands, LLC	35.515133	-87.910234	03-NOV-17 1:38:53PM	N	690'	Logged areas, cut trees >10" dbh	I.Raleigh
33	Little Cedar Stands, LLC	35.515133	-87.910234	03-NOV-17 1:38:53PM	S	690'	Logged areas, cut trees >10" dbh	I.Raleigh
34	Little Cedar Stands, LLC	35.51312	-87.906694	03-NOV-17 1:51:22PM	NE	518'	Dry streambed and logging, cut trees >10"	I.Raleigh
35	Little Cedar Stands, LLC	35.514792	-87.907041	03-NOV-17 2:01:18PM	S	643'	Water bar eroded through	I.Raleigh
36	Little Cedar Stands, LLC	35.521482	-87.907657	03-NOV-17 2:10:46PM	NW	675'	Logged slope, cut trees >10" dbh	I.Raleigh
37	Little Cedar Stands, LLC	35.521482	-87.907657	03-NOV-17 2:10:46PM	NE	675'	Logged slope, cut trees >10" dbh	I.Raleigh
38	Little Cedar Stands, LLC	35.521482	-87.907657	03-NOV-17 2:10:46PM	SE	675'	Logged slope, cut trees >10" dbh	I.Raleigh
39	Little Cedar Stands, LLC	35.524451	-87.904322	03-NOV-17 2:33:59PM	N	590'	White Oak - Mixed Oak Dry-Mesic Alkaline Forest, B-rank	I.Raleigh
40	Little Cedar Stands, LLC	35.524572	-87.904214	03-NOV-17 2:37:19PM	NW	655'	Limestone outcrops	I.Raleigh
41	Little Cedar Stands, LLC	35.525237	-87.9041	03-NOV-17 2:47:25PM	SE	728'	Chestnut Oak - Shagbark Hickory / Sugar Maple Forest	I.Raleigh
42	Little Cedar Stands, LLC	35.525237	-87.9041	03-NOV-17 2:47:25PM	S	728'	Chestnut Oak - Shagbark Hickory / Sugar Maple Forest	I.Raleigh
43	Little Cedar Stands, LLC	35.523033	-87.901056	03-NOV-17 3:05:55PM	NE	645'	Chestnut Oak - Shagbark Hickory / Sugar Maple Forest	I.Raleigh
44	Little Cedar Stands, LLC	35.523033	-87.901056	03-NOV-17 3:05:55PM	SE	645'	Chestnut Oak - Shagbark Hickory / Sugar Maple Forest	I.Raleigh
45	Little Cedar Stands, LLC	35.523132	-87.900886	03-NOV-17 3:10:44PM	N	732'	Limestone outcrop and small falls. Water falls into small "cave"	I.Raleigh
46	Little Cedar Stands, LLC	35.521326	-87.902814	03-NOV-17 3:20:06PM	E	522'	Alluvial forest, 8" dbh average	I.Raleigh
47	Little Cedar Stands, LLC	35.518721	-87.904982	03-NOV-17 3:33:41PM	W	701'	Logging road and logged areas	I.Raleigh
48	Little Cedar Stands, LLC	35.518721	-87.904982	03-NOV-17 3:33:41PM	E	701'	Logging road and logged areas	I.Raleigh
49	Little Cedar Stands, LLC	35.518721	-87.904982	03-NOV-17 3:33:41PM	S	701'	Logging road and logged areas	I.Raleigh
50	Little Cedar Stands, LLC	35.516898	-87.898848	03-NOV-17 3:49:21PM	NE	718'	Chestnut Oak - Shagbark Hickory / Sugar Maple Forest	I.Raleigh
51	Little Cedar Stands, LLC	35.515226	-87.898335	03-NOV-17 3:56:51PM	E	710'	Camp area	I.Raleigh
52	Little Cedar Stands, LLC	35.516486	-87.89652	03-NOV-17 4:02:25PM	NW	696'	Chestnut Oak - Shagbark Hickory / Sugar Maple Forest	I.Raleigh
53	Little Cedar Stands, LLC	35.516463	-87.891847	03-NOV-17 4:10:42PM	W	660'	Gate	I.Raleigh
54	Little Cedar Stands, LLC	35.52121	-87.892012	03-NOV-17 4:29:33PM	E	738'	Late successional forest, 7" ave dbh	I.Raleigh
55	Little Cedar Stands, LLC	35.519199	-87.892725	03-NOV-17 4:45:31PM	SW	688'	Chestnut Oak - Shagbark Hickory / Sugar Maple Forest	I.Raleigh
56	Little Cedar Stands, LLC	35.519526	-87.896324	03-NOV-17 4:58:04PM	S	678'	Deer feeder	I.Raleigh
57	Little Cedar Stands, LLC	35.519353	-87.897375	03-NOV-17 5:08:41PM	ESE	715'	Interior Low Plateau Chestnut Oak-Mixed Oak Forest	I.Raleigh
58	Little Cedar Stands, LLC	35.518635	-87.892829	03-NOV-17 5:34:28PM	SE	757'	Spring, covered by leaf-fall	I.Raleigh
59	Little Cedar Stands, LLC	35.513923	-87.895415	03-NOV-17 5:50:55PM	SE	649'	2' gully in skid trail, steep slopes	I.Raleigh
60	Little Cedar Stands, LLC	35.513587	-87.894059	03-NOV-17 5:58:56PM	E	601'	Limestone outcrops	I.Raleigh
61	Little Cedar Stands, LLC	35.512962	-87.893879	03-NOV-17 6:10:18PM	SW	612'	View of limestone outcrops and late successional forest	I.Raleigh
62	Little Cedar Stands, LLC	35.512885	-87.893949	03-NOV-17 6:13:29PM	E	571'	Flowing stream, no SMZ	I.Raleigh
63	Little Cedar Stands, LLC	35.512885	-87.893949	03-NOV-17 6:13:29PM	ESE	571'	Flowing stream, no SMZ	I.Raleigh
64	Little Cedar Stands, LLC	35.510738	-87.897604	03-NOV-17 6:30:04PM	SE	466'	Alluvial area, cut >10", no SMZ	I.Raleigh
65	Little Cedar Stands, LLC	35.510738	-87.897604	03-NOV-17 6:30:04PM	NE	466'	Alluvial area, cut >10", no SMZ	I.Raleigh
66	Little Cedar Stands, LLC	35.510738	-87.897604	03-NOV-17 6:30:04PM	E	466'	Alluvial area, cut >10", no SMZ	I.Raleigh
67	Little Cedar Stands, LLC	35.510664	-87.898183	03-NOV-17 6:32:56PM	N	545'	Limestone outcrop, 3' x 35'	I.Raleigh



## PHOTOGRAPHS

(Caption Key: Photo #, Property, Lat, Long, Date, Time, Bearing, Elevation, Content)



1 Little Cedar Stands, LLC 35.510407, -87.887329 03-NOV-17 9:05:44AM W 926'  
Property corner bound, logging



2 Little Cedar Stands, LLC 35.509376, -87.890657 03-NOV-17 9:10:47AM E 790'  
Taken from road at bound of tract with logged areas. Trees < 10" dbh left



3 Little Cedar Stands, LLC 35.509376, -87.890657 03-NOV-17 9:10:47AM W  
790' Taken from road at bound of tract with logged areas. Trees < 10" dbh left



4 Little Cedar Stands, LLC 35.509376, -87.890657 03-NOV-17 9:10:47AM N 790'  
Taken from road at bound of tract with logged areas. Trees < 10" dbh left



5 Little Cedar Stands, LLC 35.507432, -87.893458 03-NOV-17 9:20:46AM N 732'  
Logging (2017), trees <10" dbh cut



6 Little Cedar Stands, LLC 35.507432, -87.893458 03-NOV-17 9:20:46AM NE 732'  
Logging (2017), trees <10" dbh cut



7 Little Cedar Stands, LLC 35.505724, -87.895655 03-NOV-17 9:24:14AM NW  
706' Chestnut Oak - Shagbark Hickory / Sugar Maple Forest, B-rank



8 Little Cedar Stands, LLC 35.505724, -87.895655 03-NOV-17 9:24:14AM N 706'  
Chestnut Oak - Shagbark Hickory / Sugar Maple Forest, B-rank



9 Little Cedar Stands, LLC 35.505749, -87.898635 03-NOV-17 9:45:40AM E 697'  
2017 cut area taken from logging road



10 Little Cedar Stands, LLC 35.505749, -87.898635 03-NOV-17 9:45:40AM W 697'  
2017 cut area taken from logging road



11 Little Cedar Stands, LLC 35.505749, -87.898635 03-NOV-17 9:45:40AM N 697'  
2017 cut area taken from logging road



12 Little Cedar Stands, LLC 35.505173, -87.898464 03-NOV-17 10:02:22AM ESE  
679' White Oak - Mixed Oak Dry-Mesic Alkaline Forest, B-rank



13 Little Cedar Stands, LLC 35.505252 -87.899452 03-NOV-17 10:16:05AM E 615'  
Limestone rock and White Oak - Mixed Oak Dry-Mesic Alkaline Forest, B-rank



14 Little Cedar Stands, LLC 35.513178 -87.89016 03-NOV-17 10:58:20AM NE 752'  
Logged areas with <10" leave trees



15 Little Cedar Stands, LLC 35.513178 -87.89016 03-NOV-17 10:58:20AM N 752'  
'Logged areas with <10" leave trees



16 Little Cedar Stands, LLC 35.513178 -87.89016 03-NOV-17 10:58:20AM W 752'  
'Logged areas with <10" leave trees





17 Little Cedar Stands, LLC 35.51642 -87.892377 03-NOV-17 11:20:16AM NE 751'  
Chestnut Oak - Shagbark Hickory / Sugar Maple Forest, B-rank



18 Little Cedar Stands, LLC 35.5192 -87.911981 03-NOV-17 12:02:34PM S 721'  
Log landing area and logged forest with <10" leave trees



19 Little Cedar Stands, LLC 35.5192 -87.911981 03-NOV-17 12:02:34PM E 721'  
Log landing area and logged forest with <10" leave trees



20 Little Cedar Stands, LLC 35.518234 -87.914826 03-NOV-17 12:07:22PM S  
700' Cut to S, Chestnut Oak - Shagbark Hickory / Sugar Maple Forest, B-rank to



21 Little Cedar Stands, LLC 35.518234 -87.914826 03-NOV-17 12:07:22PM N 700'  
Cut to S, Chestnut Oak - Shagbark Hickory / Sugar Maple Forest, B-rank to N



22 Little Cedar Stands, LLC 35.518834 -87.913702 03-NOV-17 12:14:49PM SE  
597' Logging road and logged area with <10" dbh leave trees



23 Little Cedar Stands, LLC 35.518834 -87.913702 03-NOV-17 12:14:49PM SW 597'  
Logging road and logged area with <10" dbh leave trees



24 Little Cedar Stands, LLC 35.519583 -87.913319 03-NOV-17 12:18:09PM NW  
706' Logging road and logging



25 Little Cedar Stands, LLC 35.519583 -87.913319 03-NOV-17 12:18:09PM N 706'  
Logging road and logging



26 Little Cedar Stands, LLC 35.519583 -87.913319 03-NOV-17 12:18:09PM SE 706'  
Logging road and logging



27 Little Cedar Stands, LLC 35.519384 -87.910246 03-NOV-17 12:22:22PM N 583'  
Logging and skid trail



28 Little Cedar Stands, LLC 35.519384 -87.910246 03-NOV-17 12:22:22PM E 583'  
Logging and skid trail



29 Little Cedar Stands, LLC 35.518221 -87.910223 03-NOV-17 12:31:25PM S 663'  
Central Interior Beech - White Oak Forest.



30 Little Cedar Stands, LLC 35.517114 -87.910652 03-NOV-17 12:43:33PM S 602'  
Unglaciaded Beech - Maple Forest



31 Little Cedar Stands, LLC 35.517114 -87.910652 03-NOV-17 12:43:33PM S 602'  
Unglaciated Beech - Maple Forest



32 Little Cedar Stands, LLC 35.515133 -87.910234 03-NOV-17 1:38:53PM N 690'  
Logged areas, cut trees >10" dbh





33 Little Cedar Stands, LLC 35.515133 -87.910234 03-NOV-17 1:38:53PM S 690'  
Logged areas, cut trees >10" dbh



34 Little Cedar Stands, LLC 35.51312 -87.906694 03-NOV-17 1:51:22PM NE 518'  
Dry streambed and logging, cut trees >10"



35 Little Cedar Stands, LLC 35.514792 -87.907041 03-NOV-17 2:01:18PM S 643  
Water bar eroded through



36 Little Cedar Stands, LLC 35.521482 -87.907657 03-NOV-17 2:10:46PM NW 675'  
Logged slope, cut trees >10" dbh



37 Little Cedar Stands, LLC 35.521482 -87.907657 03-NOV-17 2:10:46PM NE 675'  
Logged slope, cut trees >10" dbh



38 Little Cedar Stands, LLC 35.521482 -87.907657 03-NOV-17 2:10:46PM SE 675'  
Logged slope, cut trees >10" dbh



39 Little Cedar Stands, LLC 35.524451 -87.904322 03-NOV-17 2:33:59PM N 590'  
White Oak - Mixed Oak Dry-Mesic Alkaline Forest, B-rank



40 Little Cedar Stands, LLC 35.524572 -87.904214 03-NOV-17 2:37:19PM NW 655'  
Limestone outcrops



41 Little Cedar Stands, LLC 35.525237 -87.9041 03-NOV-17 2:47:25PM SE 728'  
Chestnut Oak - Shagbark Hickory / Sugar Maple Forest



42 Little Cedar Stands, LLC 35.525237 -87.9041 03-NOV-17 2:47:25PM S 728'  
Chestnut Oak - Shagbark Hickory / Sugar Maple Forest



43 Little Cedar Stands, LLC 35.523033 -87.901056 03-NOV-17 3:05:55PM NE 645'  
Chestnut Oak - Shagbark Hickory / Sugar Maple Forest



44 Little Cedar Stands, LLC 35.523033 -87.901056 03-NOV-17 3:05:55PM SE 645'  
Chestnut Oak - Shagbark Hickory / Sugar Maple Forest



45 Little Cedar Stands, LLC 35.523132 -87.900886 03-NOV-17 3:10:44PM N 732'  
Limestone outcrop and small falls. Water falls into small "cave"



46 Little Cedar Stands, LLC 35.521326 -87.902814 03-NOV-17 3:20:06PM E 522'  
Alluvial forest, 8" dbh average



47 Little Cedar Stands, LLC 35.518721 -87.904982 03-NOV-17 3:33:41PM W 701'  
Logging road and logged areas



48 Little Cedar Stands, LLC 35.518721 -87.904982 03-NOV-17 3:33:41PM E 701'  
Logging road and logged areas





49 Little Cedar Stands, LLC 35.518721 -87.904982 03-NOV-17 3:33:41PM S 701'  
Logging road and logged areas



50 Little Cedar Stands, LLC 35.516898 -87.898848 03-NOV-17 3:49:21PM NE 718'  
Chestnut Oak - Shagbark Hickory / Sugar Maple Forest



51 Little Cedar Stands, LLC 35.515226 -87.898335 03-NOV-17 3:56:51PM E 710'  
Camp area



52 Little Cedar Stands, LLC 35.516486 -87.89652 03-NOV-17 4:02:25PM NW 696'  
Chestnut Oak - Shagbark Hickory / Sugar Maple Forest



53 Little Cedar Stands, LLC 35.516463 -87.891847 03-NOV-17 4:10:42PM W 660'  
Gate



54 Little Cedar Stands, LLC 35.52121 -87.892012 03-NOV-17 4:29:33PM E 738'  
Late successional forest, 7" ave dbh



55 Little Cedar Stands, LLC 35.519199 -87.892725 03-NOV-17 4:45:31PM SW 688'  
Chestnut Oak - Shagbark Hickory / Sugar Maple Forest



56 Little Cedar Stands, LLC 35.519526 -87.896324 03-NOV-17 4:58:04PM S 678'  
Deer feeder



57 Little Cedar Stands, LLC 35.519353 -87.897375 03-NOV-17 5:08:41PM ESE 715'  
Interior Low Plateau Chestnut Oak-Mixed Oak Forest



58 Little Cedar Stands, LLC 35.518635 -87.892829 03-NOV-17 5:34:28PM SE 757'  
Spring, covered by leaf-fall



59 Little Cedar Stands, LLC 35.513923 -87.895415 03-NOV-17 5:50:55PM SE 649'  
2' gulley in skid trail, steep slopes



60 Little Cedar Stands, LLC 35.513587 -87.894059 03-NOV-17 5:58:56PM E 601'  
Limestone outcrops



61 Little Cedar Stands, LLC 35.512962 -87.893879 03-NOV-17 6:10:18PM SW 612'  
View of limestone outcrops and late successional forest



62 Little Cedar Stands, LLC 35.512885 -87.893949 03-NOV-17 6:13:29PM E 571'  
Flowing stream, no SMZ



63 Little Cedar Stands, LLC 35.512885 -87.893949 03-NOV-17 6:13:29PM ESE 571'  
Flowing stream, no SMZ



64 Little Cedar Stands, LLC 35.510738 -87.897604 03-NOV-17 6:30:04PM SE 466'  
Alluvial area, cut >10", no SMZ





65 Little Cedar Stands, LLC 35.510738 -87.897604 03-NOV-17 6:30:04PM NE 466'  
Alluvial area, cut >10", no SMZ



66 Little Cedar Stands, LLC 35.510738 -87.897604 03-NOV-17 6:30:04PM E 466'  
Alluvial area, cut >10", no SMZ

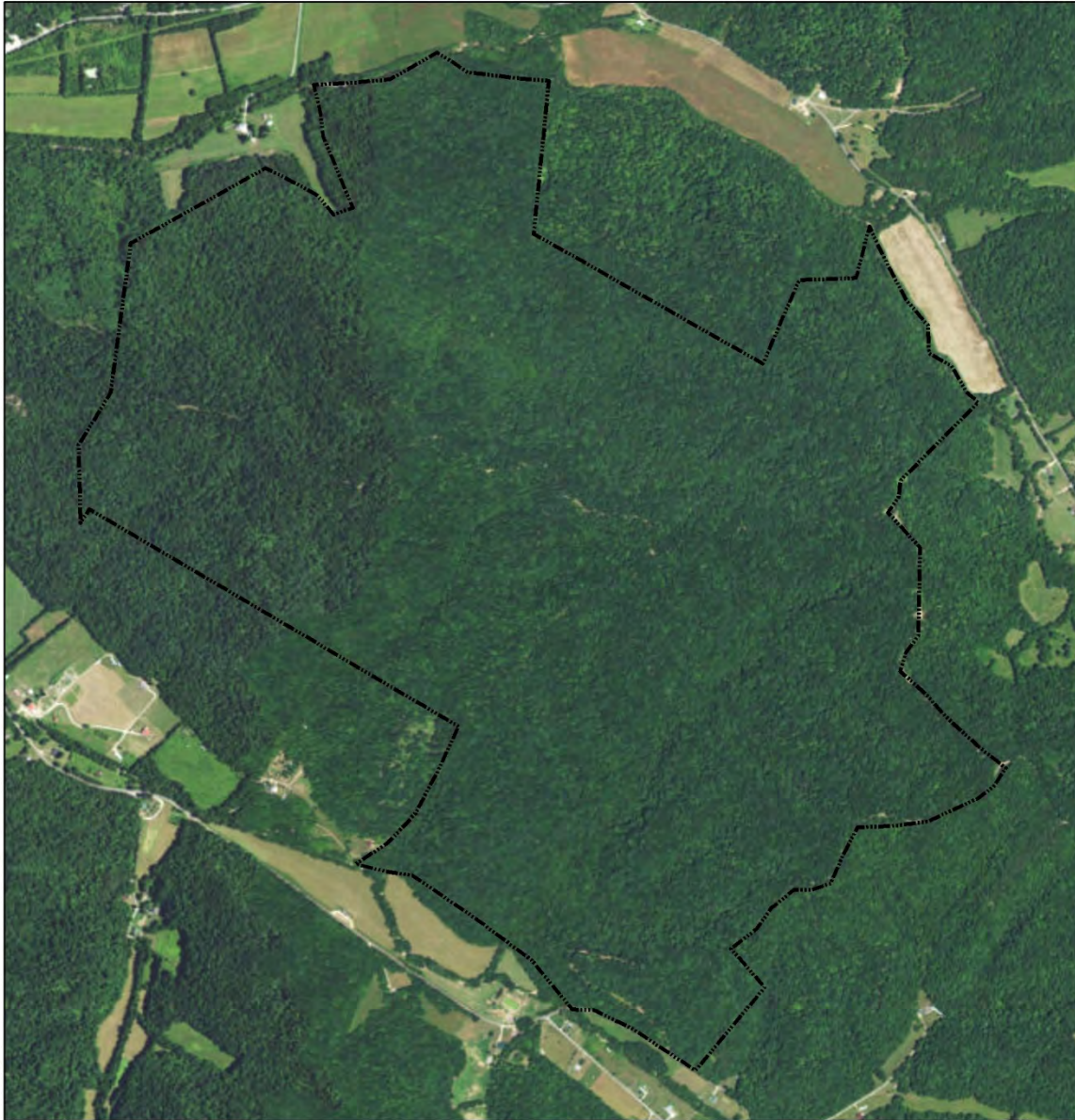


67 Little Cedar Stands, LLC 35.510664 -87.898183 03-NOV-17 6:32:56PM N 545'  
Limestone outcrop, 3' x 35'


## MAPS

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

# AERIAL PHOTOGRAPH WITH BOUNDARIES



**Little Cedar Creek Conservation Easement**  
**Perry County, Tennessee**  
**Orthoimagery**

 **Easement Boundary**




This map was created by Helia Environmental LLC for reference purposes only. The conservation easement boundary depicted herein is a representation and is not an actual easement boundary survey. It was compiled from the most authentic information available and is believed to be accurate. Helia Environmental is not responsible for any errors or omissions contained hereon.  
Preparer: Lloyd Raleigh on November 30, 2017  
Sources: USGS, ERSI



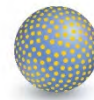
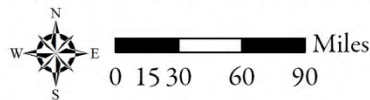
# STATE MAP



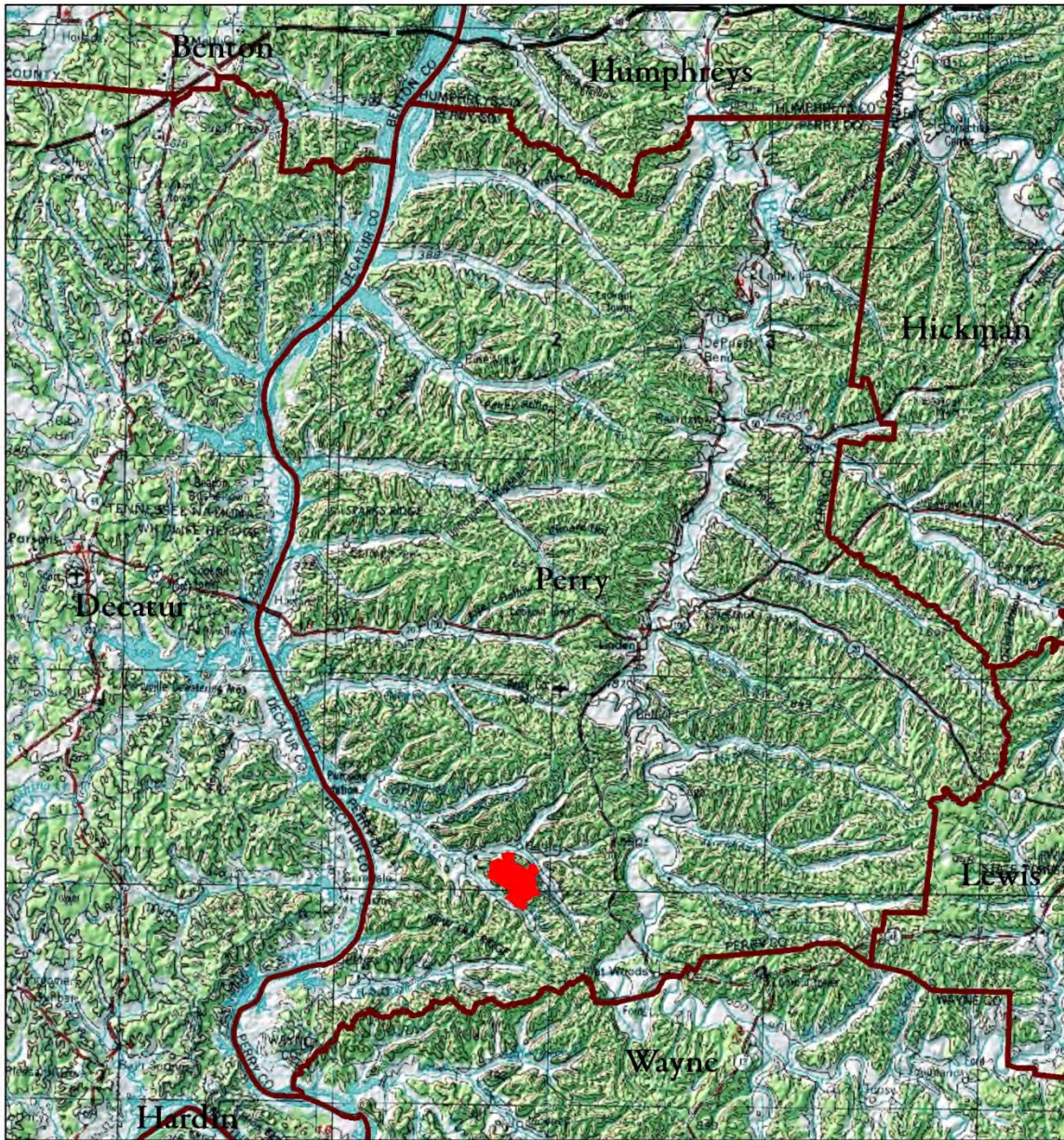
## Little Cedar Creek Conservation Easement Perry County, Tennessee State Map

-  Little Cedar Creek Locus
-  County Boundaries
-  State Boundaries



This map was created by Helia Environmental LLC for reference purposes only. The conservation easement boundary depicted herein is a representation and is not an actual easement boundary survey. It was compiled from the most authentic information available and is believed to be accurate. Helia Environmental is not responsible for any errors or omissions contained hereon.  
Preparer: Lloyd Raleigh on November 30, 2017  
Sources: USGS, ESRI, US Census Bureau



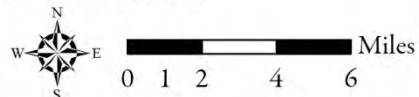
# COUNTY MAP



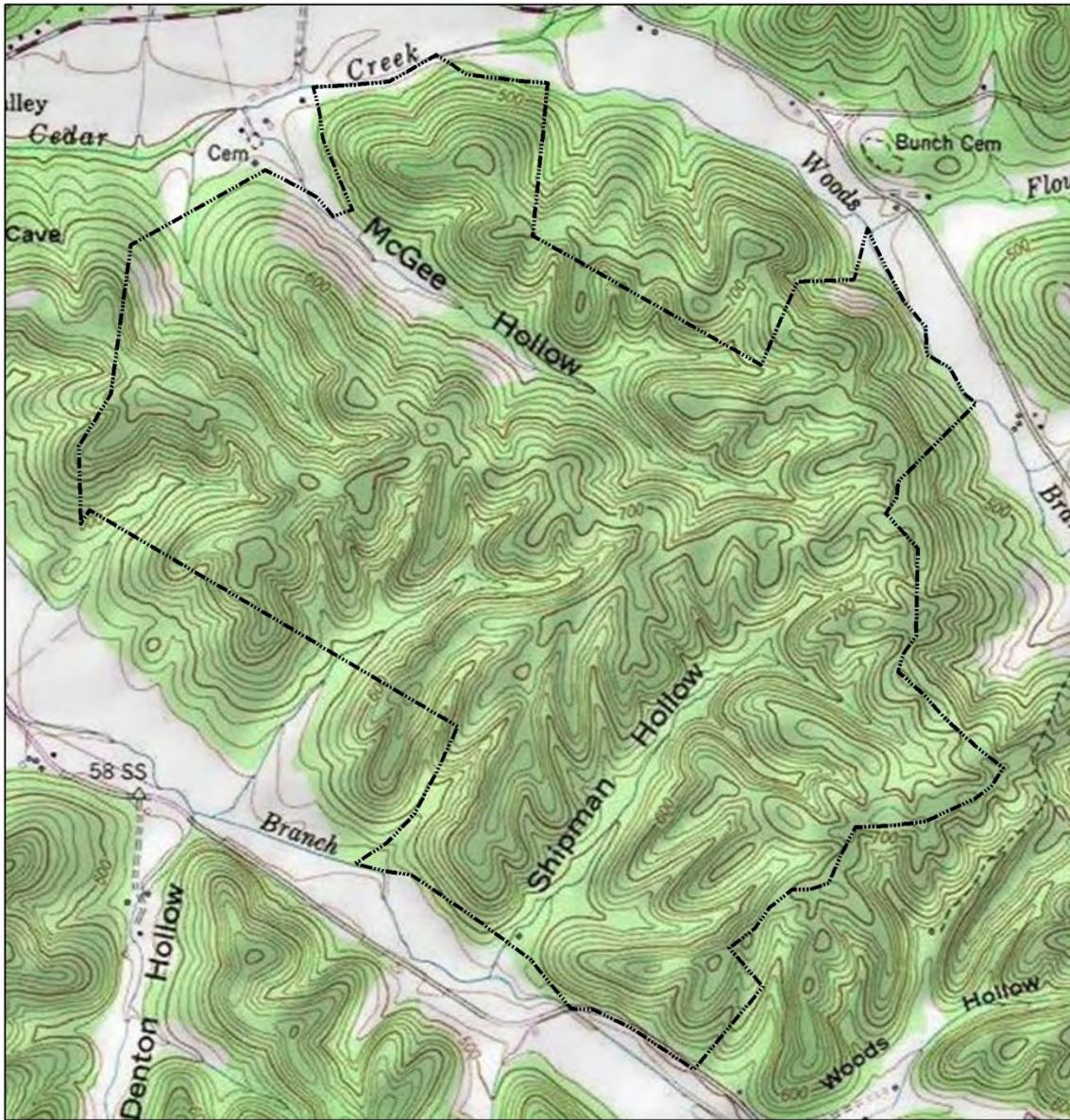
## Little Cedar Creek Conservation Easement Perry County Locus

-  Little Cedar Creek
-  County Boundaries


This map was created by Helia Environmental LLC for reference purposes only. The conservation easement boundary depicted herein is a representation and is not an actual easement boundary survey. It was compiled from the most authentic information available and is believed to be accurate. Helia Environmental is not responsible for any errors or omissions contained hereon.  
 Preparer: Lloyd Raleigh on November 29, 2017  
 Sources: USGS, NRCS



# USGS QUADRANGLE MAP



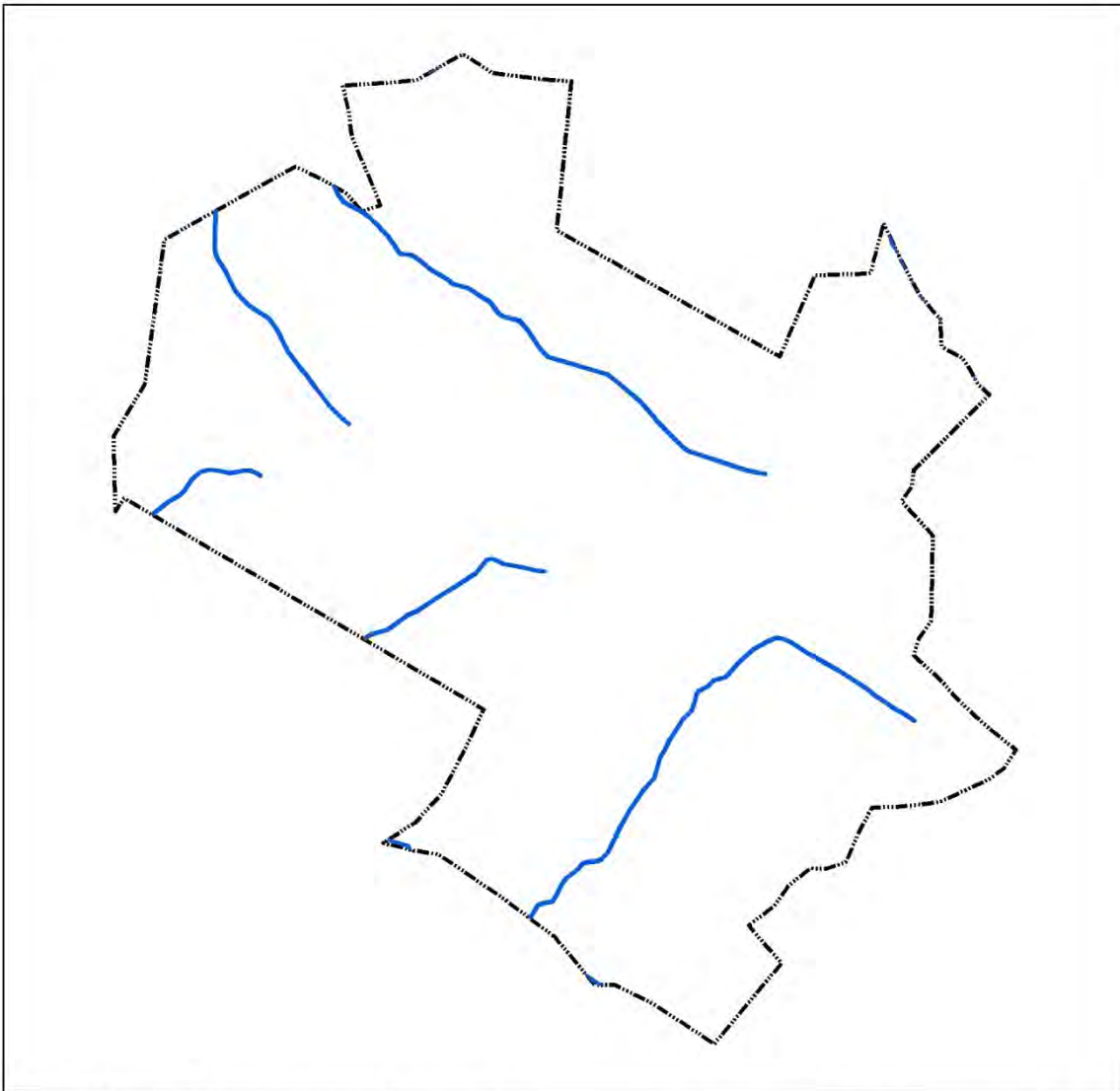
Little Cedar Creek Conservation Easement  
 Perry County, Tennessee  
 USGS Topographic Map

 Easement Boundary

This map was created by Helia Environmental LLC for reference purposes only. The conservation easement boundary depicted herein is a representation and is not an actual easement boundary survey. It was compiled from the most authentic information available and is believed to be accurate. Helia Environmental is not responsible for any errors or omissions contained hereon.  
 Preparer: Lloyd Raleigh on November 30, 2017  
 Sources: USGS



# WETLANDS MAP



**Seven Hawks Conservation Easement  
Humphreys and Perry Counties, Tennessee  
USFWS Wetlands Inventory**

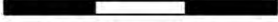
 Riverine

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

Preparer: Lloyd Raleigh on December 6, 2017

Sources: USFWS





 Feet  
0 415 830 1,660 2,490



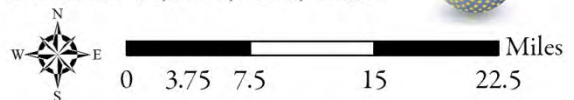
# WATERSHED MAP



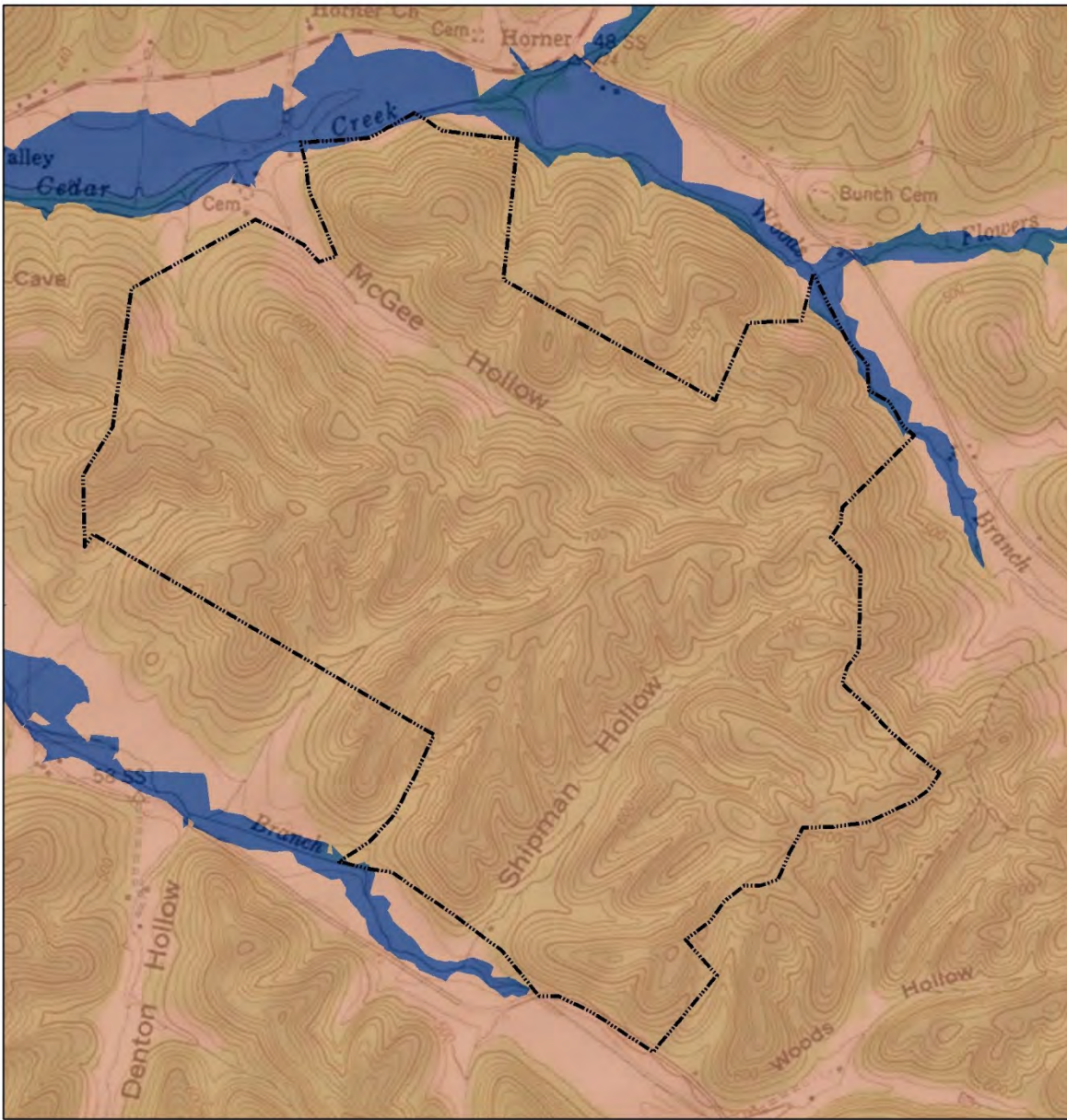
## Seven Hawks Conservation Easement Humphreys and Perry Counties, Tennessee Watersheds

-  Little Cedar Creek
-  Watershed Boundaries




This map was created by Helia Environmental LLC for reference purposes only. The conservation easement boundary depicted herein is a representation and is not an actual easement boundary survey. It was compiled from the most authentic information available and is believed to be accurate. Helia Environmental is not responsible for any errors or omissions contained hereon.  
Preparer: Lloyd Raleigh on December 1, 2017  
Sources: USFWS, USGS, NRCS, US EPA



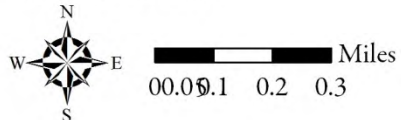
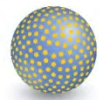
# FLOOD MAP



**Little Cedar Creek Conservation Easement  
Perry County, Tennessee  
FEMA Flood Map**

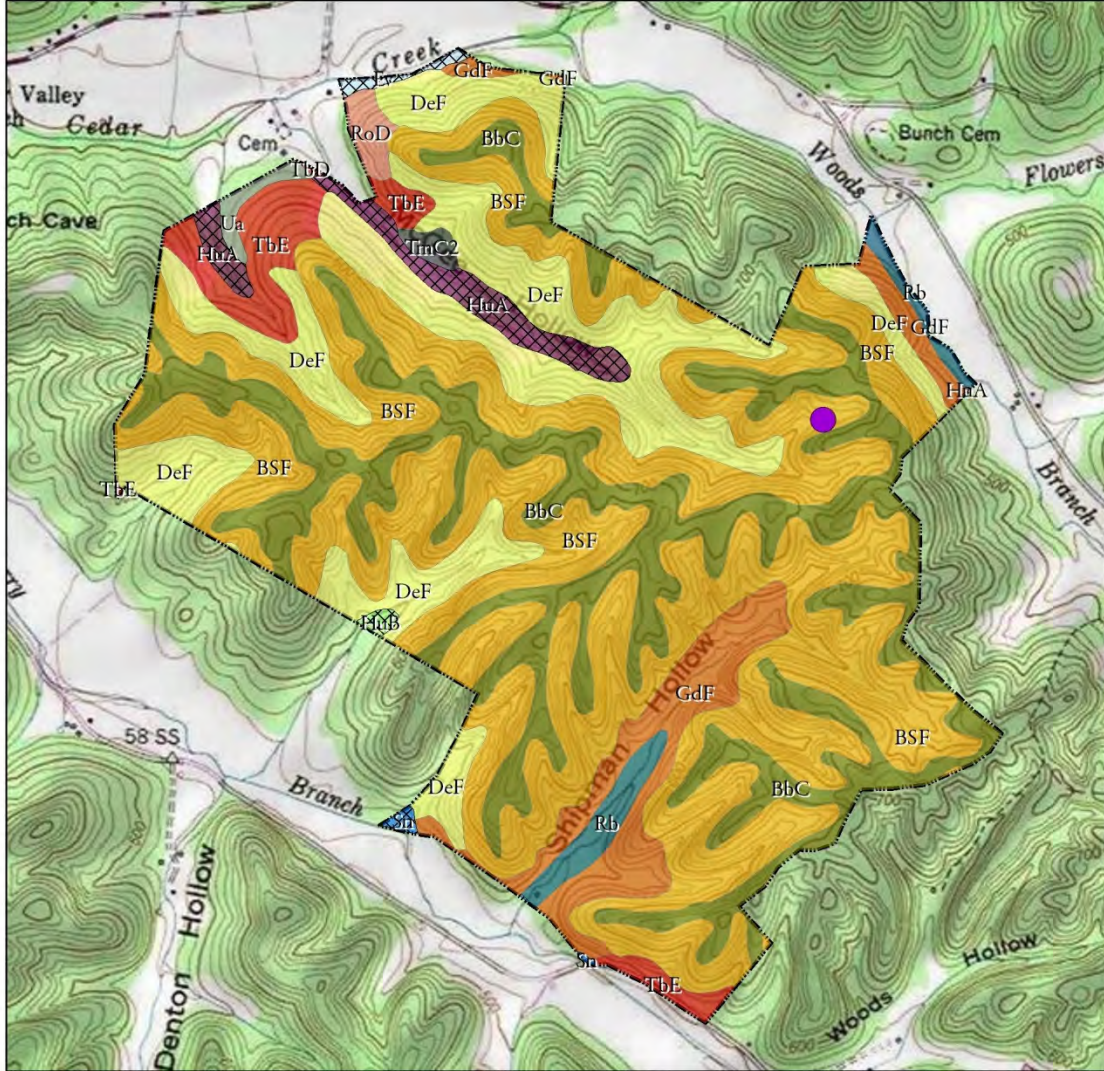
-  **A** Zone A is an Area of Special Flood Hazard
-  **X** Zone X are areas determined to be outside the 0.2% annual chance floodplain.
-  **Easement Boundary**

This map was created by Helia Environmental LLC for reference purposes only. The conservation easement boundary depicted herein is a representation and is not an actual easement boundary survey. It was compiled from the most authentic information available and is believed to be accurate. Helia Environmental is not responsible for any errors or omissions contained herein.  
Preparer: Lloyd Raleigh on November 30, 2017  
Sources: USGS, FEMA



# SOILS MAP WITH DESCRIPTIONS

(Prime Farmland Indicated with Hatching)

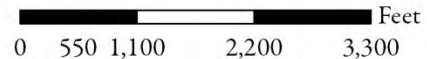


**Little Cedar Creek Conservation Easement  
Perry County, Tennessee  
Soils Map with Map Units and Farmland Soils**

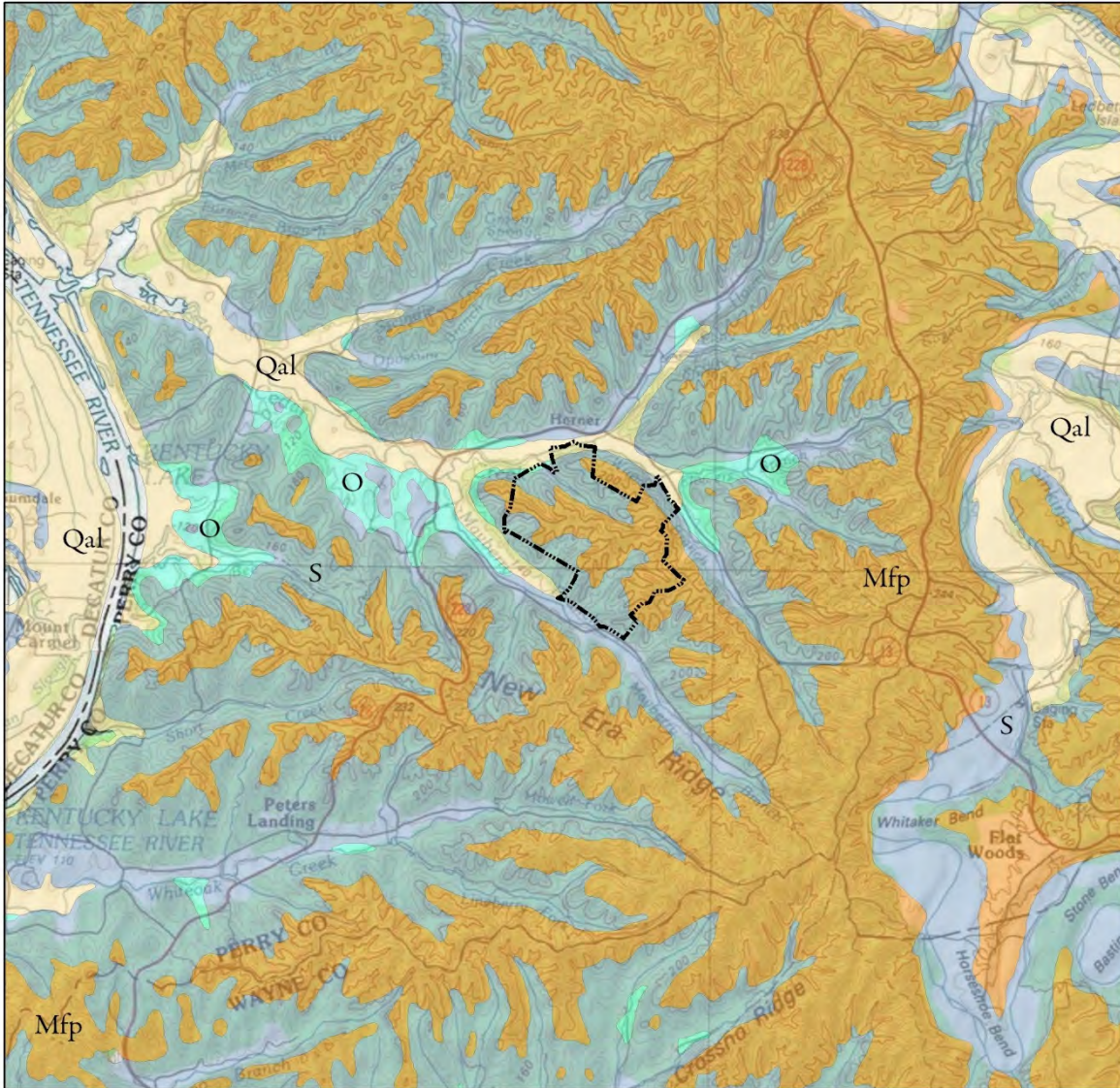
- |                                 |                              |
|---------------------------------|------------------------------|
| Talbott Mimosa Complex          | Tarklin-Minvale complex      |
| Rock outcrop-Barfield complex   | Humphreys gravelly silt loam |
| Gladdice-Rock outcrop-Mimosa    | Humphreys gravelly silt loam |
| Biffle, Hawthorne, and Sulphura | Ellisville silt loam         |
| Dellrose and Mimosa soils       | Sullivan silt loam           |
| Biffle gravelly silt loam       | Riverby gravelly sandy loam  |
| Udalfs-Gullied land complex     | Prime Farmland               |

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






Preparer: Lloyd Raleigh  
on November 29, 2017  
Sources: USGS, NRCS



## SUB-SURFACE GEOLOGY AND LEGEND

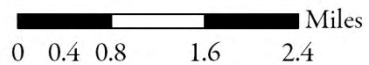


### Little Cedar Creek Conservation Easement Perry County, Tennessee Surficial Geology

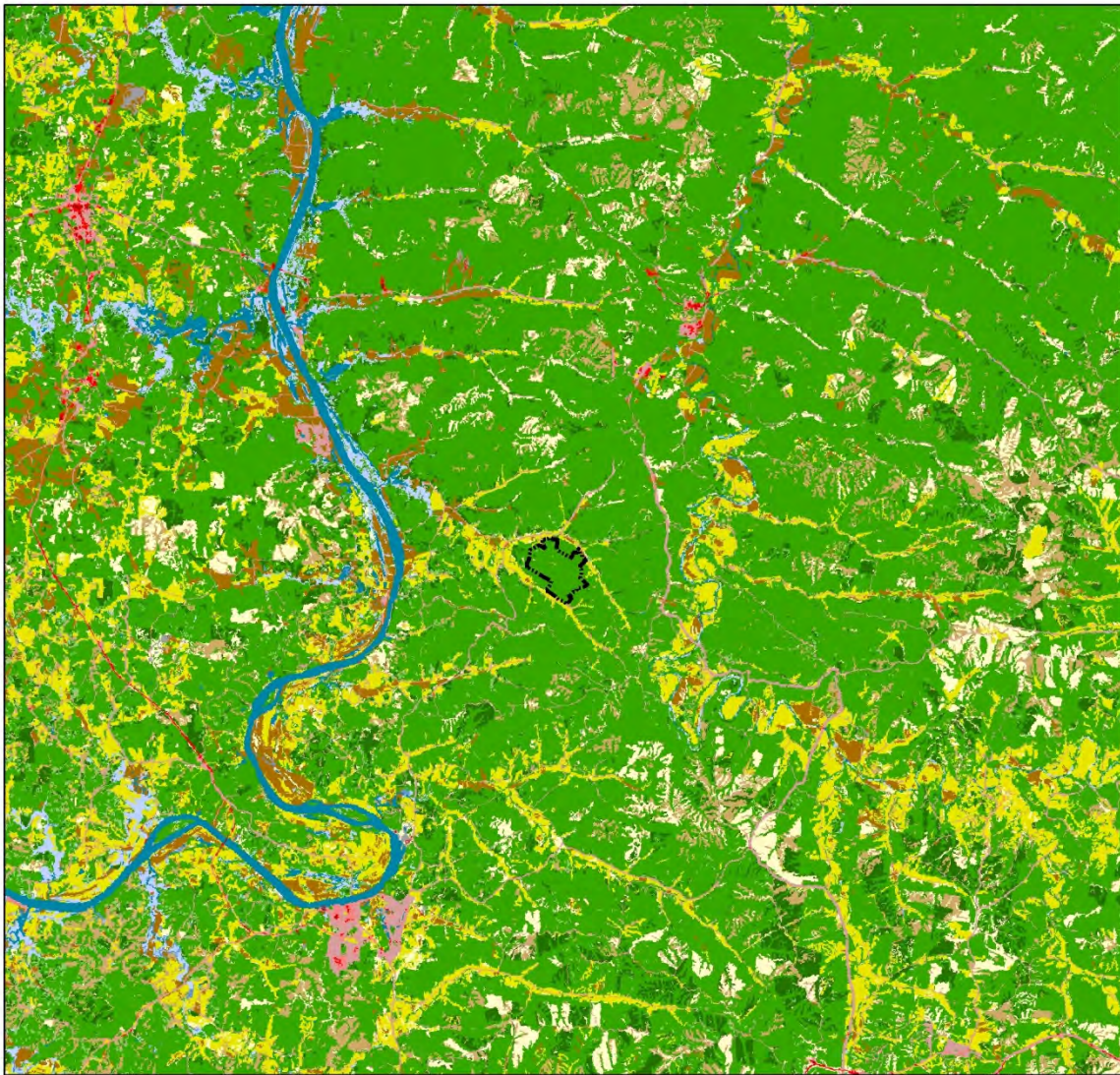
-  Easement Boundary
-  Quaternary alluvial sand and silt
-  Mississippian chert and shale
-  Silurian limestone
-  Ordovician limestone

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

Preparer: Lloyd Raleigh on November 30, 2017  
Sources: USGS, ERSI



# LAND USE MAP



## Little Cedar Creek Conservation Easement Perry County, Tennessee Land Use

Barren Land	Evergreen Forest
Cultivated Crops	Hay/Pasture
Deciduous Forest	Herbaceous
Developed, High Intensity	Mixed Forest
Developed, Low Intensity	Open Water
Developed, Medium Intensity	Shrub/Scrub
Developed, Open Space	Woody Wetland
Herbaceous Wetland	Easement Boundary

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

Preparer: Lloyd Raleigh on November 30, 2017

Sources: NRCS



0 1.25 2.5 5 7.5 Miles



# SURVEY MAP

**CARROLL LAND SURVEYING**  
 495 EAST MAIN STREET, SUITE 1  
 HOHENWALD, TN 38462  
 PHONE: (931)796-1654  
 FAX: (931)796-1651  
 EMAIL: csurvey@bellsouth.net

## LEGEND

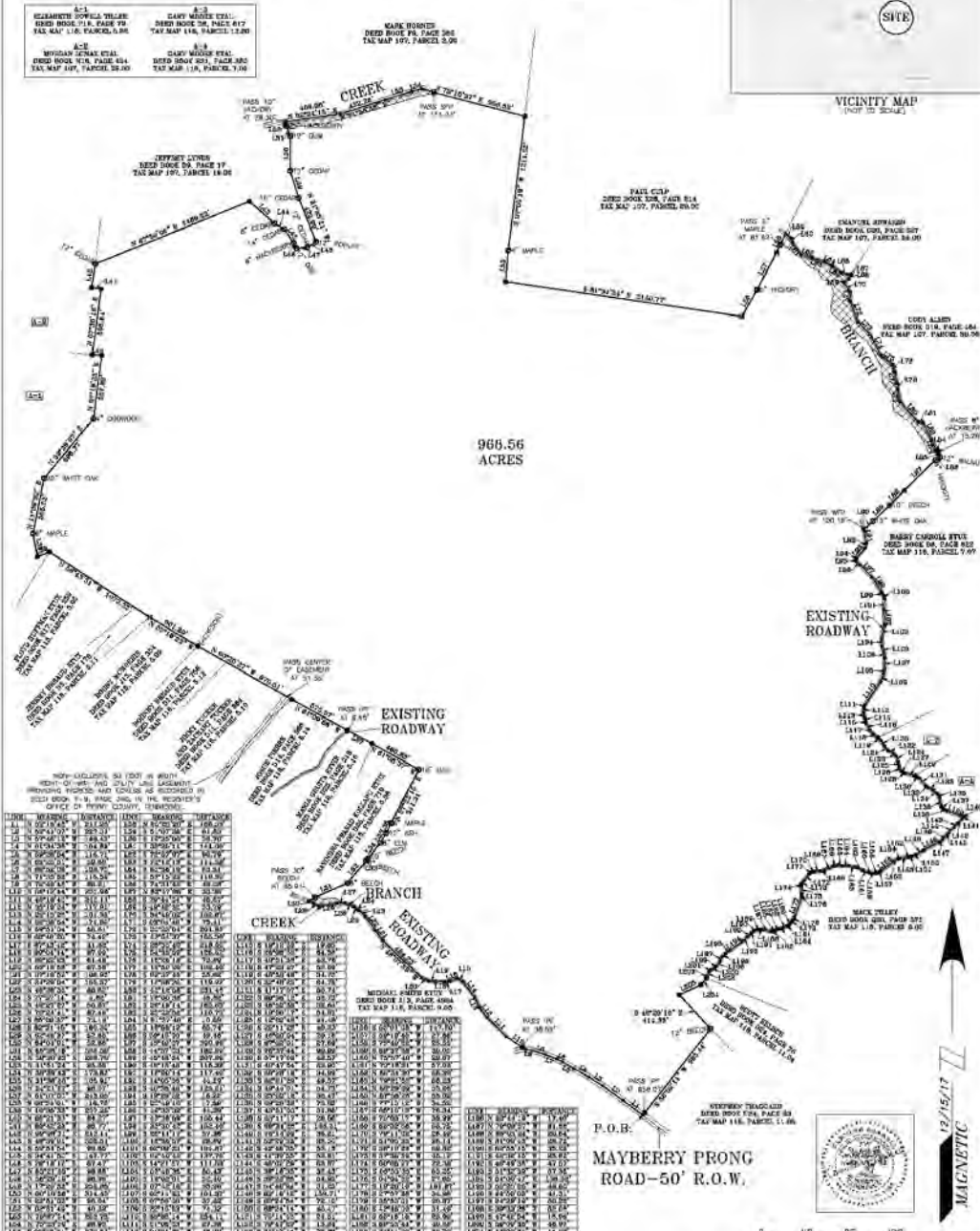
- ◻ - IRON PILE MARK
- ◻ - STEEL PILE MARK
- - TREE
- - IRON PIN POINT
- - IRON PIN POINT
- - CONCRETE MONUMENT

A-1  
 CLARENCE JONES TRACT  
 DEED BOOK 118, PAGE 79  
 TAX MAP 118, PARCEL 1.86

A-2  
 MARY ANN TRACT  
 DEED BOOK 118, PAGE 81  
 TAX MAP 118, PARCEL 1.86

A-3  
 DARY MOORE TRACT  
 DEED BOOK 118, PAGE 81  
 TAX MAP 118, PARCEL 1.86

A-4  
 DARY MOORE TRACT  
 DEED BOOK 118, PAGE 81  
 TAX MAP 118, PARCEL 1.86



SUE

VICINITY MAP  
(NOT TO SCALE)

LINE	BEARING	DISTANCE	REMARKS	LINE	BEARING	DISTANCE	REMARKS
101	N 00° 00' 00" E	100.00	TO CORNER OF	101	N 00° 00' 00" E	100.00	TO CORNER OF
102	S 00° 00' 00" E	100.00	TO CORNER OF	102	S 00° 00' 00" E	100.00	TO CORNER OF
103	N 00° 00' 00" E	100.00	TO CORNER OF	103	N 00° 00' 00" E	100.00	TO CORNER OF
104	S 00° 00' 00" E	100.00	TO CORNER OF	104	S 00° 00' 00" E	100.00	TO CORNER OF
105	N 00° 00' 00" E	100.00	TO CORNER OF	105	N 00° 00' 00" E	100.00	TO CORNER OF
106	S 00° 00' 00" E	100.00	TO CORNER OF	106	S 00° 00' 00" E	100.00	TO CORNER OF
107	N 00° 00' 00" E	100.00	TO CORNER OF	107	N 00° 00' 00" E	100.00	TO CORNER OF
108	S 00° 00' 00" E	100.00	TO CORNER OF	108	S 00° 00' 00" E	100.00	TO CORNER OF
109	N 00° 00' 00" E	100.00	TO CORNER OF	109	N 00° 00' 00" E	100.00	TO CORNER OF
110	S 00° 00' 00" E	100.00	TO CORNER OF	110	S 00° 00' 00" E	100.00	TO CORNER OF
111	N 00° 00' 00" E	100.00	TO CORNER OF	111	N 00° 00' 00" E	100.00	TO CORNER OF
112	S 00° 00' 00" E	100.00	TO CORNER OF	112	S 00° 00' 00" E	100.00	TO CORNER OF
113	N 00° 00' 00" E	100.00	TO CORNER OF	113	N 00° 00' 00" E	100.00	TO CORNER OF
114	S 00° 00' 00" E	100.00	TO CORNER OF	114	S 00° 00' 00" E	100.00	TO CORNER OF
115	N 00° 00' 00" E	100.00	TO CORNER OF	115	N 00° 00' 00" E	100.00	TO CORNER OF
116	S 00° 00' 00" E	100.00	TO CORNER OF	116	S 00° 00' 00" E	100.00	TO CORNER OF
117	N 00° 00' 00" E	100.00	TO CORNER OF	117	N 00° 00' 00" E	100.00	TO CORNER OF
118	S 00° 00' 00" E	100.00	TO CORNER OF	118	S 00° 00' 00" E	100.00	TO CORNER OF
119	N 00° 00' 00" E	100.00	TO CORNER OF	119	N 00° 00' 00" E	100.00	TO CORNER OF
120	S 00° 00' 00" E	100.00	TO CORNER OF	120	S 00° 00' 00" E	100.00	TO CORNER OF

P.O.B.  
 MAYBERRY PRONG  
 ROAD - 50' R.O.W.

12/15/17  
 MAGNETIC

SCALE: 1" = 400'  
 DATE: 12/15/17  
**KENNETH CARROLL** SURVEYOR  
 1ST CIVIL DISTRICT - PERRY COUNTY, TN  
 REF: DEED BOOK 225, PAGE 205  
 TRACTS 3 & 17  
 TAX MAP 107, PARCEL 19.01

**CERTIFICATION**  
 I, KENNETH CARROLL, LICENSED LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAN WAS PREPARED UNDER MY DIRECTORSHIP, THAT IT IS MY OPINION THAT THIS SURVEY MEETS OR EXCEEDS THE STANDARDS OF PRACTICE FOR A SURVEYOR'S SURVEY, AND THAT THE NATURE OF PROCEEDINGS OF THE UNASSAULTED SURVEY ARE 1/20000 ± AC SURVEY HEREON.

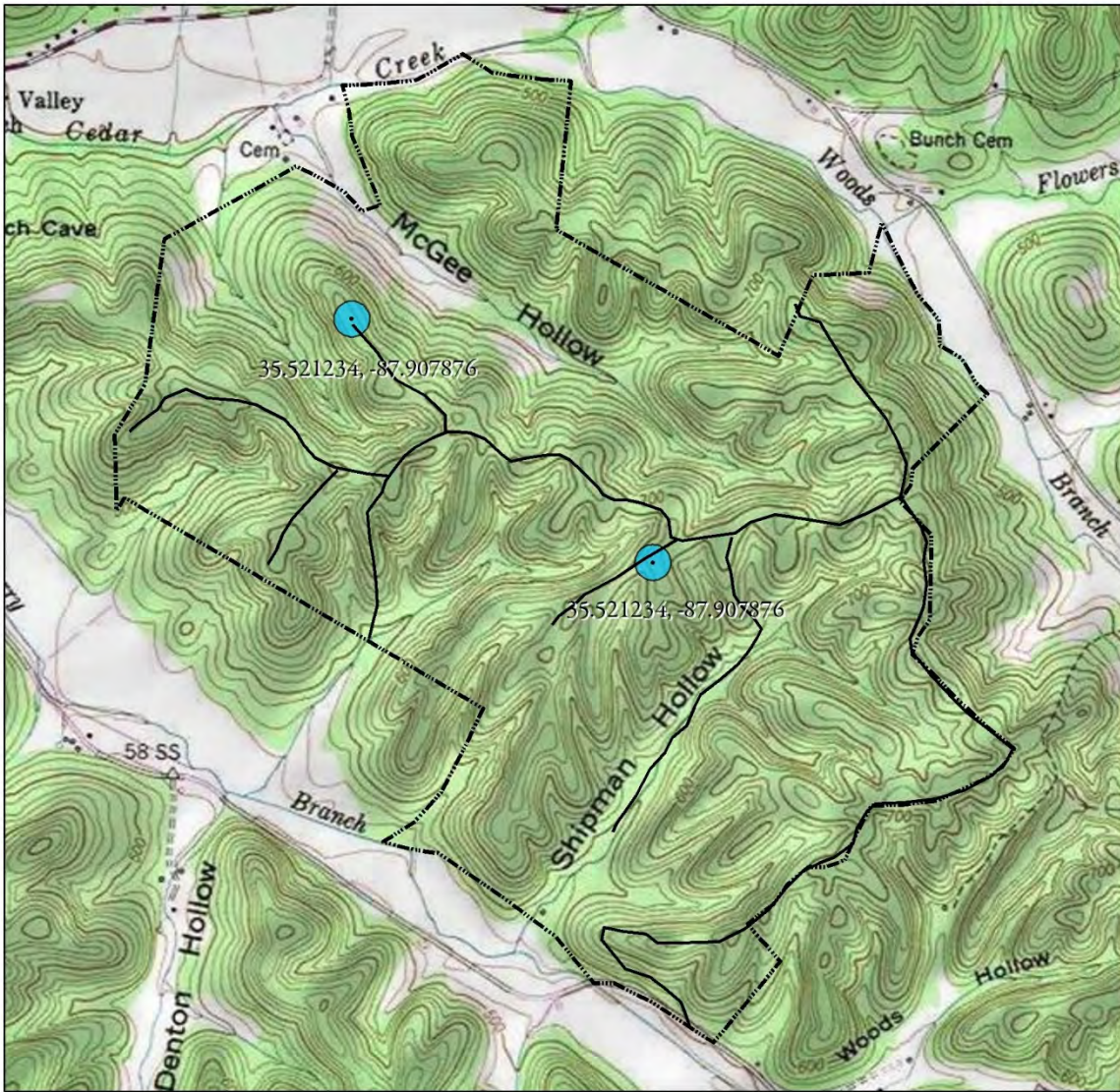
KENNETH CARROLL  
 SURVEYOR

NOTE: MY REVIEW OF THE "TYPICAL" FLOOD HAZARD MAP AVAILABLE INDICATES THAT THIS PROPERTY IS IN ZONE X-A1, AS INDICATED BY THIS MAP.



DATE: 12/15/17  
 KENNETH CARROLL

GUYTON OF OWNERSHIP AND DESIGN  
 I, GUYTON OF OWNERSHIP, DO HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY DESCRIBED IN THIS SURVEY AND THAT I HAVE REVIEWED THIS SURVEY AND APPROVE IT. I HAVE READ AND UNDERSTAND THE NATURE AND CONTENTS OF THIS SURVEY AND I HAVE REVIEWED THE NATURE AND CONTENTS OF THIS SURVEY AND I HAVE REVIEWED THE NATURE AND CONTENTS OF THIS SURVEY AND I HAVE REVIEWED THE NATURE AND CONTENTS OF THIS SURVEY.

# HOUSE SITE DRAWING



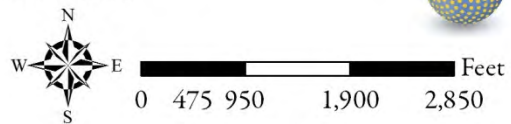
**Little Cedar Creek Conservation Easement  
Perry County, Tennessee  
Building Envelopes, Two Acres, Two Sites**

- Center Point
-  Building Envelope
-  Access Roads

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

Preparer: Lloyd Raleigh on December 13, 2017




Source: USGS



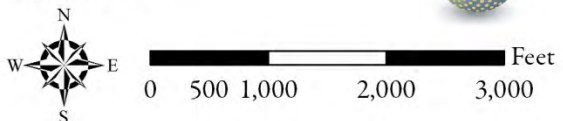
# CONSERVATION MANAGEMENT AREAS MAP



## Little Cedar Creek Conservation Easement Perry County, Tennessee Conservation Management Areas

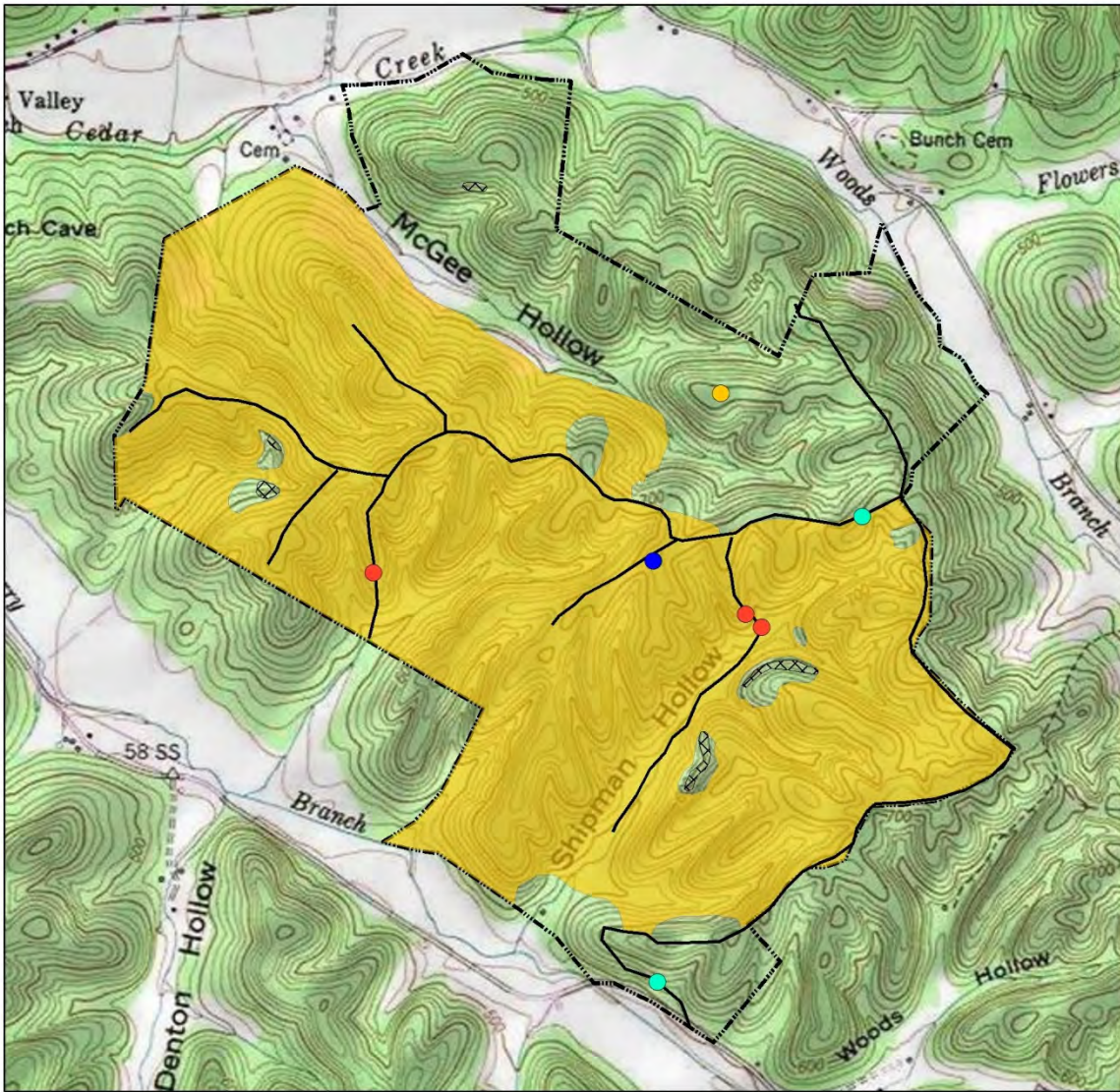
-  **A** Management Area A is designated primarily for forestry uses, with two, two-acre building envelopes.
-  **B** Management Area B is SMZs and forest buffers
-  **C** Management Area C is a combination of natural communities, SMZs, springs, limestone outcrops, forest buffers, and steep, erodible soils with over 50% slopes.

This map was created by Helia Environmental LLC for reference purposes only. The conservation easement boundary depicted herein is a representation and is not an actual easement boundary survey. It was compiled from the most authentic information available and is believed to be accurate. Helia Environmental is not responsible for any errors or omissions contained herein.  
Preparer: Lloyd Raleigh on December 7, 2017  
Sources: USGS





# ANTHROPOGENIC FEATURES MAP



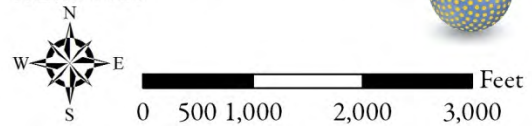
**Little Cedar Creek Conservation Easement  
Perry County, Tennessee  
Anthropogenic Features**

- Deer Feeder
- Erosion
- Gate
- Structure
- Logging Areas
- Logging and Access Roads

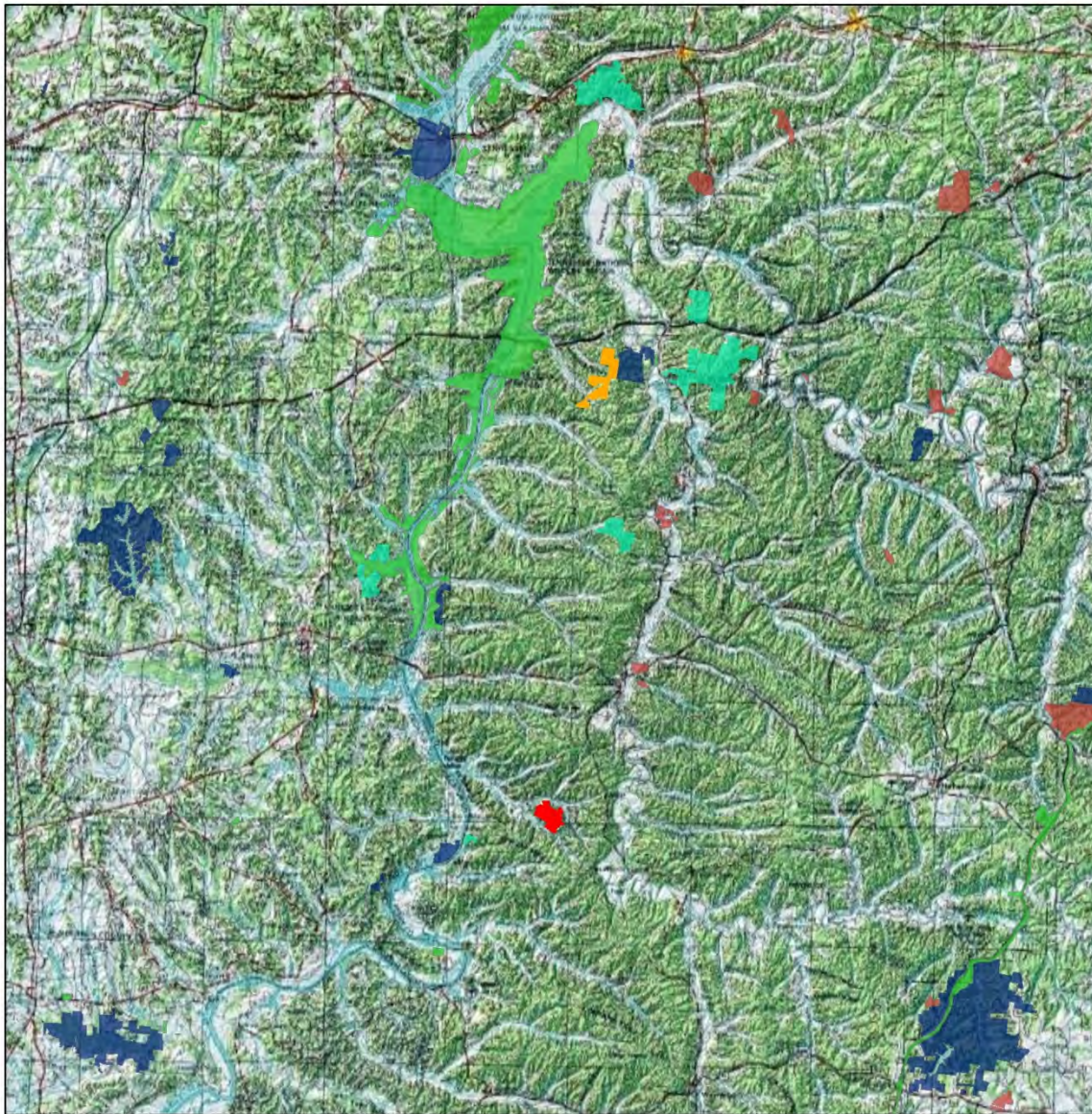
This map was created by Helia Environmental LLC for reference purposes only. The conservation easement boundary depicted herein is a representation and is not an actual easement boundary survey. It was compiled from the most authentic information available and is believed to be accurate. Helia Environmental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

Preparer: Lloyd Raleigh on December 7, 2017

Sources: USGS



# NEARBY CONSERVATION AREAS MAP



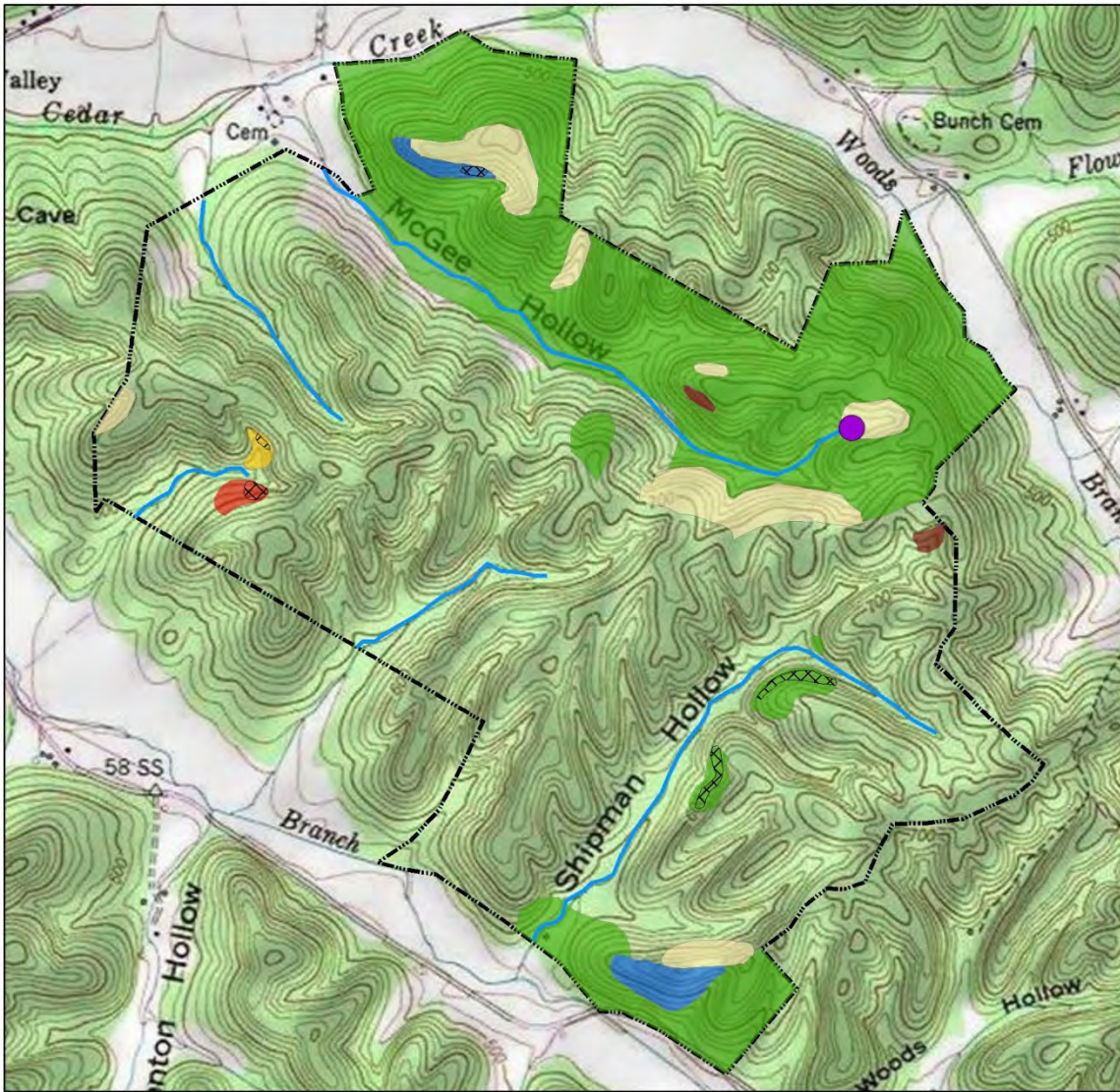
**Little Cedar Creek Conservation Easement  
Perry County, Tennessee  
Open Space Context, Conservation Areas**

-  Federal
-  Conservation Organization
-  State
-  Foothills Conservancy of Tennessee
-  Little Cedar Creek
-  Seven Hawks










This map was created by Helia Environmental LLC for reference purposes only. The conservation easement boundary depicted herein is a representation and is not an actual easement boundary survey. It was compiled from the most authentic information available and is believed to be accurate. Helia Environmental is not responsible for any errors or omissions contained hereon.  
Preparer: Lloyd Raleigh on November 29, 2017  
Sources: USGS



# NATURAL COMMUNITIES MAP



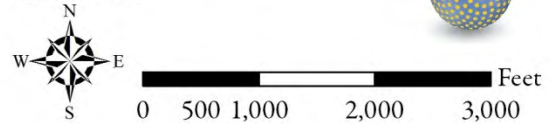
## Little Cedar Creek Conservation Easement Perry County, Tennessee Natural Communities and Features

-  Central Interior Beech - White Oak Forest
-  Chestnut Oak - Shagbark Hickory / Sugar Maple Forest
-  Interior Low Plateau Chestnut Oak-Mixed Oak Forest
-  Late Successional Forest
-  Unglaciated Beech - Maple Forest
-  White Oak - Mixed Oak Dry-Mesic Alkaline Forest
-  Streams
-  Limestone Outcrops
-  Spring

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

Preparer: Lloyd Raleigh on December 6, 2017


Sources: USGS



# DIRECTIONS TO PROPERTY

Entrance at: 35.503468, -87.896981

3402 Andy Harris Rd, Rockford, TN 37853 to Howell Cedar Creek Rd, Linden, TN 3709... Page 1 of 2

 3402 Andy Harris Rd, Rockford, TN 37853 to Howell Cedar Creek Rd, Linden, TN 37096 Drive 284 miles, 4 h 20 min

## 3402 Andy Harris Rd

Rockford, TN 37853

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

- |   |   |                |
|---|---|----------------|
| ↑ | 1. Head north on Andy Harris Rd toward Martin Mill Pike | 0.1 mi (52 ft) |
| ↩ | 2. Turn left onto Martin Mill Pike                      | 0.2 mi         |
| ↪ | 3. Turn right onto TN-33 N                              | 0.4 mi         |
| ↩ | 4. Turn left onto Williams Mill Rd                      | 0.2 mi         |
| ↪ | 5. Turn right onto S Singleton Station Rd               | 0.2 mi         |
| ↩ | 6. Turn left onto Cusick Rd                             | 0.6 mi         |
| ↗ | 7. Turn right to merge onto I-140 W                     | 0.4 mi         |
|   |   | 0.2 mi         |

### Follow I-40 W to TN-13 S in Hurricane Mills. Take exit 143 from I-40 W

- |   |  |                     |
|---|--|---------------------|
| ↗ | 8. Merge onto I-140 W  | 5 h 35 min (245 mi) |
| ↑ | 9. Continue onto TN-162 N  | 13.9 mi             |
| ↪ | 10. Take exit 1D for I-40 W/I-75 S toward Nashville/Chattanooga                                  | 0.1 mi              |
| ↩ | 11. Keep left at the fork and merge onto I-40 W/I-75 S   | 0.9 mi              |
| ↪ | 12. Keep right at the fork to continue on I-40 W, follow signs for Nashville                     | 7.8 mi              |
| ↩ | 13. Keep left at the fork to stay on I-40 W, follow signs for Huntsville/Memphis/Interstate 65 S | 157 mi              |
| ↩ | 14. Use the left 2 lanes to take the I-40 W exit toward Memphis                                  | 0.4 mi              |
| ↑ | 15. Continue onto I-40 W   | 0.4 mi              |
|   |  | 64.2 mi             |

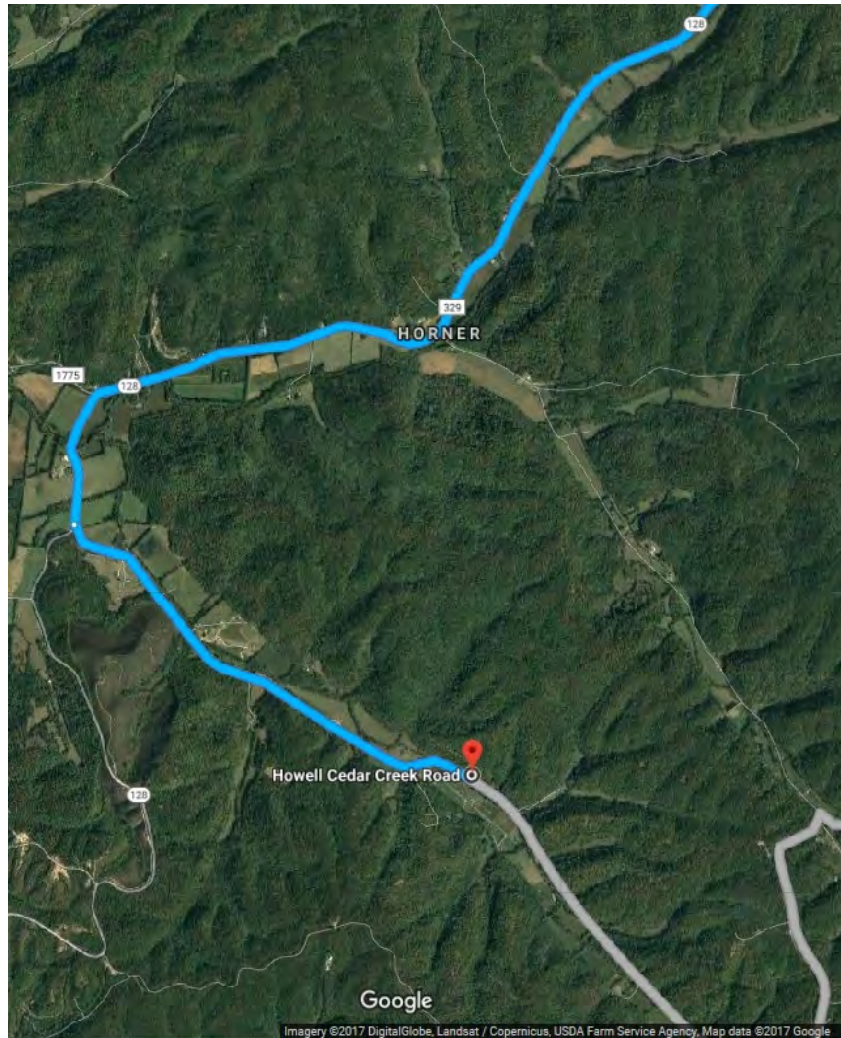
<https://www.google.com/maps/dir/3402+Andy+Harris+Rd,+Rockford,+TN+37853/35.503468,-87.896981> 12/17/2017

- 16. Take exit 143 for TN-13 toward Linden/Waverly 0.2 mi
  
- Continue on TN-13 S. Drive to Howell Cedar Creek Rd in Perry County** 44 mi (33.5 mi)
- ⤴ 17. Sharp left onto TN-13 S 2E.6 mi
- 18. Turn right onto TN-128 S 5.7 mi
- ⤴ 19. Turn left onto Howell Cedar Creek Rd 2.5 mi
  - 📍 Destination will be on the left.

### Howell Cedar Creek Rd

Linden, TN 37096

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.



## REFERENCES

- Crabtree, T. 2008. *Tennessee Natural Heritage Program Rare Plant List*. Tennessee Department of Environment and Conservation. Division of Natural Areas.  
[http://www.tennessee.gov/assets/entities/environment/attachments/na\\_rare-plant-list-2016.pdf](http://www.tennessee.gov/assets/entities/environment/attachments/na_rare-plant-list-2016.pdf) (accessed 12-07-2017)
- Conservation Biology Institute. *Data Basin*. Priority Habitat Maps.  
<https://databasin.org/maps/new#datasets=1d2db01b631f4dc39677082a413a5a45>. (accessed 12-07-2017).
- ESRI. 2017. Orthoimagery from the National Map.  
<http://www.arcgis.com/home/item.html?id=d99141abfc9742d0add7fce7efa0f70e> (accessed 12-07-2017).
- ESRI. 2017. USA Topo Map.  
<http://www.arcgis.com/home/item.html?id=99cd5fbd98934028802b4f797c4b1732> (accessed 12-07-2017).
- National Audubon Society. *Important Bird Area Shapefile*.  
[http://gis.audubon.org/arcgisweb/rest/services/NAS/ImportantBirdAreas\\_Poly/MapServer](http://gis.audubon.org/arcgisweb/rest/services/NAS/ImportantBirdAreas_Poly/MapServer) (accessed 12-07-2017)
- Natural Resources Conservation Service. 2017. *Geospatial Data Gateway*. <https://gdg.sc.egov.usda.gov/> (accessed 12-07-2017).
- NatureServe. *NatureServe Explorer*. <http://explorer.natureserve.org/index.htm> (accessed 12-07-2017).
- Snodgrass, W. R. 2016. *A Guide to the Rare Animals of Tennessee*. Tennessee Department of Environment and Conservation. Division of Natural Areas.  
[http://www.tennessee.gov/assets/entities/environment/attachments/na\\_animal-list2016.pdf](http://www.tennessee.gov/assets/entities/environment/attachments/na_animal-list2016.pdf) (accessed 12-07-2017).
- State of Tennessee. Tennessee Property Viewer. <http://tnmap.tn.gov/assessment/> (accessed 12-07-2017).
- Tennessee Department of Environment and Conservation. 2017. *Rare Species by USGS Quadrangle*. State of Tennessee. [http://environment-online.state.tn.us:8080/pls/enf\\_reports/f?p=9014:2](http://environment-online.state.tn.us:8080/pls/enf_reports/f?p=9014:2) (accessed 12-07-2017).
- Tennessee Department of Environment and Conservation. 2017, *Water Quality GIS Data*, State of Tennessee, <http://tnmap.tn.gov/wpc/> (accessed 12-07-2017).
- Tennessee Valley Authority. 2017. Tennessee Dam. <https://www.tva.gov/Energy/Our-Power-System/Hydroelectric/Kentucky-Reservoir>

Tennessee Wildlife Resources Agency, 2015, *TN State Wildlife Action Plan*, <http://www.tnswap.com/swap.cfm> (accessed 12-07-2017).

US Fish and Wildlife Service. 2017. *Geospatial Services*. <https://www.fws.gov/gis/data/national/> (accessed 12-07-2017).

US Fish and Wildlife Service. 2017. *Wetlands Mapper*. <https://www.fws.gov/wetlands/Data/Mapper.html> (accessed 12-07-2017).

US Fish and Wildlife Service. 2017. *Tennessee National Wildlife Refuge*. <https://www.fws.gov/refuge/Tennessee/> (accessed 12-07-2017).

US Geological Service. 2017. *Protected Areas of the US Data Download*. <https://gapanalysis.usgs.gov/padus/data/download/> (accessed 12-07-2017).

US Geological Service. 2017. *TopoView*. <https://ngmdb.usgs.gov/topoview/> (accessed 12-07-2017).

Weakley, A.S. 2015. *Flora of the Southern and Mid-Atlantic States*. UNC Herbarium, North Carolina Botanical Garden. [http://www.herbarium.unc.edu/FloraArchives/WeakleyFlora\\_2015-05-29.pdf](http://www.herbarium.unc.edu/FloraArchives/WeakleyFlora_2015-05-29.pdf) (accessed 12-07-2017).

Web Soil Survey. *Area of Interest Interactive Map*. USDA Natural Resources Conservation Service. <https://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx> (accessed 12-07-2017).



## PREPARER QUALIFICATIONS AND CONTRIBUTIONS

### 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).

### 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.

### Tom Howe

**Contribution:** Tom assembled the document.

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

## **BDR EXHIBITS**

(Electronic versions saved as independent files)

### **A. Conservation Easement**

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

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

167 12.01

BK/PG: D26/609-662  
17003362

54 PGS:AL-EASEMENT	
PATRICIA BATCH: 22532	
12/28/2017 - 11:40 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	270.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	272.00

STATE OF TENNESSEE, PERRY COUNTY  
PATRICIA W. BELL  
REGISTER OF DEEDS

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

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

## DEED OF CONSERVATION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

THIS CONSERVATION EASEMENT ("Easement") is made as of the 28  
day of December, 2017, by **Little Cedar Stands, LLC**, a Tennessee limited  
liability company ("Grantor"), in favor of **Foothills Land Conservancy**, a Tennessee non-  
profit corporation ("Grantee").

### WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of approximately Nine Hundred Sixty-Eight and 56/100 (968.56) calculated acres of real property, more or less, located in Perry County, Tennessee, which is more particularly described on Exhibit A-1, and shown on Exhibit A-2, both of which are attached hereto and incorporated by this reference ("Property"); and

WHEREAS, Grantor certifies that the Property possesses certain ecological, natural, scenic, open space, and wildlife habitat values, more specifically set forth below (collectively, "Conservation Values"), of great importance to Grantor, the citizens and residents of, and visitors to, Perry County, Tennessee, and the people of, and visitors to, the State of Tennessee, including visitors to the Nathan Bedford Forrest State Park, Johnsonville State Historical Park, Dry Branch State Class II Natural-Scientific State Natural Area, Mousetail Landing State Park, Natchez Trace State Park, the Land Between the Lakes, and other parks and natural areas in and around Perry County, Tennessee, and which further local, state, and national goals to conserve scenery, open space, and wildlife for the enjoyment of future generations; and

WHEREAS, the Property remains substantially undeveloped and is ecologically well-balanced, and includes a variety of mature trees, creeks, and streams, all of which

provide habitat for a number of species of wildlife; therefore, preservation of the Property is desirable for conservation and ecological reasons as well as for aesthetic reasons; and

WHEREAS, the Property is located within the Lower Tennessee-Beech watershed. Cedar Creek drains the tract into the Lower Tennessee River, and here, the Tennessee Wildlife Resources Agency State Wildlife Action Plan ("SWAP") shows the Tennessee River and portions of Cedar Creek as High Priority Aquatic Habitat. In addition, the upland watershed is also listed as Medium Priority upland habitats; and

WHEREAS, The Nature Conservancy also recognizes the Property as being within a priority Critical Watershed for Freshwater Species, the Lower Tennessee; and

WHEREAS, waters from Little Cedar Stands flow into Kentucky Lake, the largest reservoir in the Eastern United States. The reservoir is used for recreation that includes fishing and swimming, as well as for power generation and wildlife protection, and would benefit from protection of its headwaters within the Property; and

WHEREAS, three SWAP High Priority Habitats occur at Little Cedar Stands: South-Central Interior Small Stream and Riparian, Southern Interior Low Plateau Dry-Mesic Oak Forest, and South-Central Interior Mesophytic Forest; and

WHEREAS, for the Little Cedar Stands area, which is part of a karst region, the Subterranean Landscape Priority is low. Only 2,000 feet from Little Cedar Stands is the entrance to Bunch Cave; evidence for karst formations exists at Little Cedar Stands. In one location, a trickling 10-foot waterfall dropped into a hole in the limestone. An underground stream is hypothesized, with cave formations possible, even probable; and

WHEREAS, based on U.S. Fish and Wildlife Service Wetlands Inventory Data, 16,428 linear feet of intermittent streams occur at Little Cedar Stands. The ephemeral quality of the streams is largely due to the underlying geology—chert, shale, and limestone, but despite being intermittent, they are important for water quality; and

WHEREAS, the Property was observed to be biologically diverse with 16 species of wildlife and 126 species of plants. This included 33 tree species, five of which were oaks. The oaks, hickories, and fruit or nut producing shrubs and vines such as grapes, serviceberries, greenbrier, poison ivy, huckleberry, and blueberry, provide abundant mast for wildlife; and

WHEREAS, the suite of plants at Little Cedar Stands reflects its geology that includes limestone areas and outcrops. For example, in more rich mesophytic areas, the rare to uncommon glade fern, walking fern, bladdernut, white bear sedge, lowland bladder fern, and Tennessee bladder fern were found on steep north-aspected rocky limestone outcrops. Mosses and liverworts are abundant in these rocky habitats as well; and

WHEREAS, other rare species that may occur on the Little Cedar Stands property include pubescent sedge (*Carex hirtifolia*), a Tennessee Special Concern species; cream-flower tick-trefoil (*Desmodium ochroleucum*), a Tennessee Endangered, G1G2 species; beaked trout-lily, a Tennessee Special Concern species; sweet-scented Indian plantain (*Hasteola suaveolens*), a Tennessee Special Concern species; American ginseng (*Panax quinquefolius*), a Tennessee Special Concern (Commercially-exploited) species; and Heller's catfoot (*Pseudognaphalium helleri*), a Tennessee Special Concern species. These six rare plants are found in the Western Highlands Rim in habitats similar to those present at Little Cedar Stands; and

WHEREAS, the easement restricts development of the property and conversion of its forests, while protecting operable stands of forest land for timber harvest, according to a Trust-approved Forest Management Plan; and

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

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

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

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

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

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

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

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

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

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

1. **Purpose.** It is the purpose of this Easement to assure that the Property will be retained forever in its current natural, scenic, and undeveloped condition and to prevent any use of the Property that will impair or interfere with the Conservation Values of the Property or the Conservation Purposes of this Easement, subject to the terms and provisions set forth herein. Grantor intends that this Easement will allow the use of the Property for such activities that are not inconsistent with the purposes of this Easement, including, without limitation, those involving permitted agricultural uses, forest management and protection, fire management

and control, wildlife habitat improvement, and other permitted recreational uses that are not inconsistent with the purposes of this Easement.

**2. Rights of Grantee.** To accomplish the purposes of this Easement, the following rights are hereby conveyed to Grantee:

- (a) To preserve and protect the Conservation Values of the Property and enforce the Conservation Purposes of this Easement;
- (b) To enter on the Property at all reasonable times in order to monitor compliance with and otherwise enforce the terms of this Easement in accordance with the terms of this Easement; provided, however, that, except in cases where Grantee determines that immediate entry is required in order to prevent, terminate, or mitigate a violation of this Easement, or where entry is required to inspect the Property if a violation of the terms of this Easement is alleged or believed to have occurred, such entry shall be on prior reasonable notice to Grantor, and Grantee shall use reasonable efforts so as to not unreasonably interfere with Grantor's use and enjoyment of the Property;
- (c) To prevent any activity on or use of the Property that is inconsistent with the Conservation Purposes of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to the remedies set forth herein, which are non-exclusive, any other remedy at law or in equity being equally available to Grantee;
- (d) To use whatever technology or technological devices might be available from time to time to monitor and accomplish the purposes of this Easement, including, without limitation, still photography; audio and video recording and monitoring; aerial imaging, including, without limitation, still, audio, and video recording, archived, and real-time; and any other aid in monitoring which may yet be invented, discovered, or made available, all of which are intended to be used for the purpose of assuring compliance by Grantor with the provisions of this Easement;
- (e) To require the implementation of varying management practices for different areas of the Property to the extent necessary or reasonable, in Grantee's sole discretion, for the preservation of the Conservation Values of the Property, and for the enforcement of the Conservation Purposes of this Easement; and
- (f) To engage consultants, agents, and other third parties to assist Grantee in carrying out the rights of Grantee provided in this Easement, including, without limitation, the right on the part of such consultants, agents, and



other third parties to go on the Property as required or permitted by this Easement.

- 3. Prohibited Uses.** Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:
  - 3.1 Subdivision.** The Property may not be divided, partitioned, or subdivided. The terms "Subdivided" and "Subdivision" shall include a long-term lease or other use of the Property that creates the characteristics of a subdivision of the Property as determined in the sole discretion of Grantee;
  - 3.2 Commercial Development.** Any commercial or industrial use other than those relating to agriculture, silviculture, education, scientific research, de minimis recreational activity, or other customary rural enterprise;
  - 3.3 Topography.** The filling, excavating, dredging, surface mining, deep mining, drilling, or any removal of topsoil, sand, gravel, shale, rock, peat, minerals, or other materials, on or from the Property. To the extent Grantor owns the mineral rights with respect to the Property, also prohibited is the exploration for, or development and extraction of, minerals and hydrocarbons by any method whatsoever; provided, however, minimal filling, excavating, and dredging shall be permitted as may be necessary for creekfront and waterfront stabilization, wildlife habitat rehabilitation, grading and/or rerouting roads and travelways to the extent doing so enhances and/or further protects the Conservation Values of the Property, and rehabilitation and pond maintenance as may be provided in **Section 4** of this Easement. No surface mining of any kind shall be permitted; all surface mining is strictly prohibited;
  - 3.4 Dumping; Underground Tanks.** The storage or dumping of trash, garbage, or other unsightly or offensive material, hazardous substance, or toxic waste, or any placement of underground storage tanks in, on, or under the Property, other than water tanks used for the purpose of establishing a water reserve for fire-fighting purposes, which is subject to review and approval of Grantee pursuant to the provisions of this Easement, so long as the area disturbed for such permitted placement is revegetated and restored to its natural condition promptly after completion of the work. There shall be no changing of the topography through the disposal of soil, spoil, or other substance or material such as landfill or dredging spoils, nor shall activities that could cause erosion or siltation on the Property be conducted on the Property or on any adjacent property, if owned by Grantor;

- 3.5 Construction.** The placement or construction of any buildings, structures, communication towers, or antennae, and related facilities, or other improvements of any kind, other than as may be described in **Section 4** of this Easement;
- 3.6 Access.** Access by the public at large, except with the express permission of Grantor or pursuant to a written agreement with an agency of the State of Tennessee (approved by Grantee) so long as (a) the provisions of such agreement do not compromise, in Grantee's sole discretion, the Conservation Values of the Property or the Conservation Purposes of this Easement, and (b) any such agreement is approved, in advance, by Grantee pursuant to the provisions of this Easement;
- 3.7 Hunting.** Hunting on or from the Property, except by permission of Grantor. This may in no way be interpreted to support any activity resembling a commercial hunting preserve;
- 3.8 Motorized Vehicle Use.** No All Terrain Vehicles or similar self-powered vehicles are allowed on the Property except as used by Grantor and/or Grantee, and then only for the purpose of maintaining and monitoring the Property;
- 3.9 Signs.** The placement of any commercial signs or billboards on the Property except those small, relatively unobtrusive signs, the placement, number, and design of which do not diminish the scenic character of the Property, may be displayed to state the name and address of the Property and the names of persons living on the Property, to advertise the Property for sale or rent, to post the Property to control unauthorized entry, to provide notice that the Property is protected property, to identify Grantee as the holder of an interest in the Property, to identify a significant distinction of the Property, such as a Century Farm or National Register of Historic Places, or as may be required by the pre-existing uses of the Property;
- 3.10 Introduced Species.** The intentional introduction of any exotic or invasive plant species on the Property;
- 3.11 Surface Water; Ground Water.** The pollution, contamination, or alteration of surface water, natural water courses, lakes, ponds, marshes, ground or subsurface water, or any water on or near the Property, except such alteration as may be described below in **Section 4**, or as may be legally permitted for irrigation or for use in ponds. No ground or surface water from the Property shall be removed, collected, impounded, stored, transported, diverted, or otherwise used for any purpose or use outside the boundaries of the Property without the prior express written consent of

Grantee, which consent may be granted or withheld in Grantee's sole discretion;

- 3.12 Timber.** The cutting of any trees other than pursuant to a forest management plan approved by Grantee, and in accordance with both the Grantee Guidelines (as defined below) and the BMPs (as defined below), all as more particularly described in **Section 4** of this Easement; provided, however, the cutting down or removal of dead, diseased, or storm-damaged trees that may pose a threat to life or property on the Property, trees to be removed for wildfire control purposes as determined by the Tennessee Division of Forestry, or that may be required in order to maintain views, or for use as personal firewood, shall be permitted; provided further, however, the provisions of this **Section 3.12** shall not be used or allowed for the purpose of avoiding compliance with the Forest Management provisions set forth in **Section 4** of this Easement. The allowances in this **Section 3.12** are intended to be minimal in scope;
- 3.13 Management Areas.** While the entire Property is subject to management for the preservation of the Conservation Values of the Property, because of varying conditions of the Property, there are variations of management techniques for different areas of the Property. There shall be no timber cutting, timber harvesting, clearing or removal of vegetation, clearing or removal of leaf litter or other natural detritus, or any other activity that may have an adverse impact on the Conservation Values of the Property or the Conservation Purposes of this Easement in any area identified and designated by Grantee, either at the time of the conveyance of this Easement, or any time in the future, as a "Management Area B." Such areas include, but are not limited to, areas with significant Conservation Values with respect to relatively natural habitat for fish, wildlife, or plants or similar ecosystems and include, with or without specific designation by Grantee, any area within 100 feet, or such other distance as may be required by (a) the Grantee Guidelines or (b) the specific terrain, of any cave, cave opening, or cave entrance; wetlands; any area evidencing aquatic or wetland-based plant species; creeks; streams; and blue-line streams; provided, however, in the event Grantee makes a written determination that certain forest management or other activities within a Management Area B would enhance the Conservation Values of the Property or would further protect the Conservation Purposes of this Easement, subject to any and all Grantee requirements, such forest management or other activities, as outlined in writing by Grantee, may be permitted within a Management Area B;
- 3.14 Density.** No portion of the protected property may be used to satisfy land area requirements for other property not subject to this Conservation Easement for purposes of calculating building density, lot coverage, or open space under otherwise applicable laws, regulations, or ordinances

controlling land use. No development rights that have been encumbered or extinguished by the Easement may be transferred to any other property; and

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

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

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

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

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

- 4.3 Public Park.** The right to designate the Property, or specific portions thereof, as a public nature park or refuge for low impact activities such as hiking and nature study subject to the prior, written approval of Grantee, and further subject to a written agreement with an agency of the State of Tennessee (approved by Grantee), so long as the provisions of such agreement do not compromise the Conservation Values of the Property or the Conservation Purposes of this Easement in the sole discretion of Grantee;
- 4.4 Dwelling Structure.** The right to construct, remodel, renovate, or replace one (1) residential dwelling on the Property in each of the two (2) 2-acre home site areas (individually, "Homesite" and collectively, "Homesites"), the approximate location of which is shown on the attached **Exhibit B** and the coordinates for the centerpoint of which, and the legal description of which, are shown on the attached **Exhibit C**. The size, design, and construction of each such residential dwelling shall be subject to the express, written consent of Grantee, and must not have an adverse impact on the Conservation Values of the Property or the Conservation Purposes of this Easement; provided that in no event shall such dwelling exceed 4,000 square feet of heated living area nor be greater than two (2) stories above ground in height, and further subject to the following:
- (a) There shall be no construction nor removal of any trees on the Property for the foregoing purposes until each of the following conditions is satisfied:
    - (i) The location and dimensions of any new road, travelway, or driveway to serve the Homesite shall be reviewed and must be approved by Grantee, there being a strong preference in favor of the use of roads, travelways, or driveways already existing on the Property. The location and dimension of each road, travelway, and/or driveway must not, in Grantee's sole discretion, result in any adverse impact on any of the Conservation Purposes of this Easement or the Conservation Values of the Property;
    - (ii) The location of any new road, travelway, or driveway and any new utility facilities shall be identified and surveyed by Grantor and such survey information shall be provided to Grantee in the form Grantee requires, at the sole expense of Grantor, prior to Grantee's review;
    - (iii) Grantee must approve, in writing, prior to any recordation and prior to the commencement of any work, all of Grantor's plans and concepts for the location and construction of any

structure within any Homesite area as well as the location and nature of any road, travelway, driveway, easement, and utility facility;

- (iv) Grantor, and not Grantee, shall bear all responsibility for obtaining permits or other approval and recordation of any state, county, or municipal government for the location and construction of the Homesite area, dwelling, utility facility, road, travelway, driveway, or other structure the location of which is to be reviewed by Grantee under this **Section 4**;
  - (v) The description of each utility easement area and any new road, travelway, or driveway, as reviewed and as approved by Grantee, shall be re-surveyed following completion, and a set of "as built" drawings will be furnished to Grantee and shall be added to the monitoring reports and kept with the Baseline Document Report for this Easement; and
  - (vi) All of Grantee's expenses incurred in the review, approval, and oversight of the Reserved Rights in this **Section 4**, as well as the costs and expenses thereof, shall be paid, in full, by Grantor prior to undertaking any construction, including clearing of the areas. Grantee may require a deposit of its estimated expenses before granting any approval or reviewing any surveys or other submissions by Grantor;
- (b) At such time as the above requirements have been satisfied, the monitoring reports for the Baseline Documentation Report shall include such Homesite and the access and utility easements serving such Homesite;
  - (c) Grantor shall have the right to drill a water well within the Homesite area for the purpose of providing potable water to the dwelling located on the Homesite. Grantor shall give Grantee at least ten (10) business days' advance written notice of the intent to drill such a well and the approximate location of the intended well. Within five (5) calendar days of the completion of the intended well, Grantor shall provide to Grantee the specific location of such well for purposes of updating and maintaining the Baseline Documentation Report;

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

- 4.5 Agricultural/Accessory Structures.** The right to build one accessory structure, such as a barn or shed, within each Homesite area; provided, however, no accessory structure built or to be built within a Homesite area described in **Section 4.4**, shall be used as a living or dwelling site. No such structure shall have a sewer connection, septic system, or other wastewater disposal system. The specific location and size of all such structures, which is subject to the express, written approval of Grantee, shall not adversely impact the Conservation Values of the Property nor the Conservation Purposes of this Easement, in the sole discretion of Grantee;
- 4.6 Utilities.** The right to provide utilities to the residential dwelling described herein and any other permitted structure; provided, however, that while such utilities need not be underground, Grantor shall use its best efforts to locate any aboveground utilities in the least obtrusive location, at a minimum, staying as close as possible to already existing roads, driveways, or other access or maintenance travelways. This **Section 4.6** is not to be construed to permit any sewer connection, septic system, or other wastewater disposal system otherwise prohibited by **Section 4.5** of this Easement;
- 4.7 Additional Agricultural Use.** Any low-impact agricultural use shall be allowed on the Property with prior notification to, and the written approval of, Grantee, provided no existing Conservation Values of the Property are compromised, and further provided the Conservation Purposes of this Easement are not violated or compromised;
- 4.8 Forest Management.** Grantor retains the right to conduct forest management activities by tried and proven forestry methods designed to enhance the quality of the forest. Forest management activities must be conducted in accordance with:
- (i) a Forest Management Plan (“Plan”);
  - (ii) a Timber Sale Contract (“Contract”);
  - (iii) a Road Plan (“Road Plan”); and
  - (iv) a Harvest Notice (“Notice”);
- (collectively, “Forest Management Documents”) all of which must be in writing and approved by Grantee, in advance (as more specifically set forth below), all of which are more particularly described below, and all of which must comply with:
- (v) the terms, conditions, and provisions of this Easement;

- (vi) specific guidelines adopted by Grantee's Board of Directors, a copy of which was provided prior to the execution and delivery of this Easement ("Grantee Guidelines"), which may be amended from time-to-time, and which, to the extent they are inconsistent with BMPs (as defined below), shall control;
- (vii) the Tennessee Division of Forestry Best Management Practices Guidelines ("BMPs"), as outlined in the Forestry Best Management Practices Manual in existence as of the date of this Easement or as may be amended from time-to-time by the Tennessee Division of Forestry; and
- (viii) any and all other applicable county, state, and federal forestry laws, rules, and regulations as they may apply to Grantor's specific timber management activities;

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

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

- (a) **Forest Management Plan.** Grantor must submit the Plan to Grantee for review at least ninety (90) days prior to the commencement of any forest management activities. The Plan must consider and be consistent with the Requirements and with the terms of this Easement, and shall be prepared as follows:
  - (i) **Plan Preparation.** The Plan must be prepared or approved and acknowledged by (a) the Tennessee Division of Forestry, (b) a forester who has received a degree from an accredited school of forestry located in the United States, (c) a student or students currently enrolled in an accredited school of forestry



located in the United States who are working under the direct supervision of a qualified faculty member of such school, or (d) such other qualified person approved in advance and in writing by Grantee. Said Plan shall have been prepared and/or reviewed and updated not more than three (3) years prior to the date it is presented to Grantee for review, or shall have been reviewed and updated as required by such a forester or other qualified person at least thirty (30) days prior to said date. Otherwise, periodic amendments and updates to the Plan are encouraged but not required.

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

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

- (b) **Timber Sale Contract.** No timber harvesting activities shall take place on the Property other than pursuant to the terms and conditions of the Contract between Grantor and the timber

purchaser, which must be approved, in advance, by Grantee. Grantor must provide Grantee with a proposed Contract no less than ninety (90) days prior to any timber harvesting activities, setting forth, at a minimum, the following:

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

than thirty (30) days prior to any forest management activities, subject to the following:

- (i) Grantor and/or Grantor's consulting forester, must contact Grantee prior to developing the Road Plan;
- (ii) Grantor retains the right to maintain and repair existing forest management roads and associated bridges and culverts (collectively, "Existing Roads") so long as such maintenance and repair, and the Existing Roads themselves, do not have an adverse impact on the Conservation Values of the Property or the Conservation Purposes of this Easement. In the event Grantee determines that the Existing Roads do have such an adverse impact, Grantee shall have the right to prohibit the use of some or all of the Existing Roads;
- (iii) Grantor shall have the further right to improve existing forest management roads and associated structures and to construct new forest management roads and associated improvements, in active consultation with Grantee, provided that said improvements, new roads, and associated improvements satisfy the Requirements, and that
  - (A) additional roads or road improvements are necessary to provide reasonable forest management access to the Property;
  - (B) provision is made for the adequate and proper closure and revegetation of skid roads and landings; and
  - (C) Grantor secures Grantee's prior written consent to the design, layout, location, and construction techniques with respect to all additional roads, road improvements, and any associated improvements.
- (d) **Harvest Notice; Contractor Requirements.** The following conditions apply to the commencement of any timber harvesting activity on the Property:
  - (i) All forest management activities must be in compliance with the Plan, the Contract, and the Road Plan, and be approved, in advance, by Grantee, as is more fully described in this **Section 4.8**;

- (ii) Grantor shall provide Grantee with a written notice (“Notice”) at least seven (7) days prior to commencement of any timber harvesting activities, and in no event less than thirty (30) days after Grantee’s approval of the Plan, the Contract, and the Road Plan;
- (iii) The Notice shall include the name of the forester supervising the activity as well as the identification of the person or entity actually conducting the activity, and shall include:
  - (A) a general description of the scope of the activity (size and location of area (including maps));
  - (B) prescribed silvicultural treatments and practices that may be employed;
  - (C) the location and a description of all ingress, egress, and access routes, including the specific location of any stream crossings, and the location of landings and skid roads, and haul roads, all of which must be consistent with the Plan, the Contract, and the Road Plan, as approved by Grantee;
- (iv) Forestry activities shall be conducted within the constraints of the Plan, the Contract, the Road Plan, and the Notice under a written contract with a professional logger, which contract must include a non-refundable performance bond naming Grantor and Grantee as co-payees in an amount mutually agreed by Grantor and Grantee, and shall be expressly subject to the terms, conditions, and provisions of this Easement; and
- (v) Grantee shall have the right to object to any portion or provision of the 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 timber harvesting 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 timber harvest activities, Grantor shall close and water-bar all landings and skid roads, and provide a timely notice of completion to Grantee.

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

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

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

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

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

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

arising from a dispute over Grantee's exercise of its rights, obligations, or interpretations under this **Section 4** or any other Section of this Easement, and Grantor agrees that the sole remedy or legal right to seek redress arising from any adverse decision of Grantee shall be to seek a declaratory judgment or other legal declaration by a court of competent jurisdiction as to the rights of Grantor hereunder. Grantor and Grantee agree that it is their intent that the rights reserved by Grantor in this Easement conform to the requirements of 26 C.F.R. Section 1.170A-14, and any rights so reserved by Grantor shall be limited to the extent such rights do not conform with 26 C.F.R. Section 1.170A-14. Grantor may not exercise any of its rights reserved under this Easement, including those rights reserved in this **Section 4**, in such a manner to adversely impact the Conservation Values of the Property or the Conservation Purposes of this Easement. Notwithstanding any other provision of this Easement, Grantor shall notify Grantee, in writing, before exercising any of Grantor's reserved rights under **Section 4** of this Easement that may have an adverse impact on the Conservation Values of the Property or the Conservation Purposes of this Easement. If Grantee determines, in Grantee's sole discretion, that any specific exercise by Grantor of any of its reserved rights under this Easement may have an adverse impact on the Conservation Values of the Property or the Conservation Purposes of this Easement, Grantee may withhold its approval of such action.

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

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

**5.2 Grantee's Approval.** Grantee shall grant or withhold its approval in writing within thirty (30) days of actual receipt of Grantor's written request therefor. Grantee's approval may be withheld on a determination by Grantee that the action as proposed would be inconsistent with the terms, conditions, and purposes of this Easement, would be inconsistent with the restrictions set forth in this Easement, would adversely impact the Conservation Values of the Property, would adversely impact the



Conservation Purposes of this Easement, or would adversely impact any other significant ecological values of the Property. In the event Grantee has not replied in writing to Grantor's request within such thirty (30) day period (or such other applicable time period as may be expressly required hereunder), Grantor's request will be deemed denied.

## 6. Grantee's Remedies.

- 6.1 Notice of Violation; Corrective Action.** If Grantee determines that a violation of the terms of this Easement has occurred or is threatened, Grantee shall give written notice of such violation to Grantor and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan to which Grantor and Grantee have agreed in writing. In the event Grantor and Grantee, both operating in good faith, cannot agree to such plan, another organization that is qualified under Section 179(h) of the Internal Revenue Code and 26 C.F.R. Section 1.170A-14 to acquire and hold conservation easements, which organization holds at least 20 conservation easements in the same general area as Grantee, shall prepare the plan of restoration.
- 6.2 Injunctive Relief.** If Grantor fails to cure the violation within sixty (60) calendar days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, if Grantor fails to begin curing such violation within the sixty (60) day period, or if Grantor fails to diligently pursue the cure to completion, in addition to exercising any other remedy set forth in this Easement, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte*, as necessary, by temporary restraining order, temporary or permanent injunction, and/or, in Grantee's discretion, to require the restoration of the Property to its condition at the time of the donation of this Easement as set forth in 26 C.F.R. Section 1.170A-14(g)(5)(ii). The parties agree that any bond to be posted by Grantee in pursuit of such a remedy shall be no more than Five Hundred Dollars (\$500).
- 6.3 Damages.** If there is a violation of any of the provisions of this Easement, Grantee shall notify Grantor by written instrument, and Grantor shall promptly cure the violation by (a) ceasing the activity giving rise to the violation, (b) restoring the Property to its condition before the violation, or (c) both, as the case may be. Grantee shall have the right, but not the obligation, to pursue legal actions or proceedings at law and/or in equity to enforce the conservation restrictions, including the right to cause such

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

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

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

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

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

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

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

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

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

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

taxes and assessments in order to prevent a “delinquent tax sale” or other lien foreclosure of the Property or any portion thereof, and the entire amount paid by Grantee, together with all costs and expenses, fines, interest, and penalties, including reasonable attorney fees, shall be immediately due and payable to Grantee by Grantor, and shall bear interest at the highest rate permitted by law until fully paid. In the event the Property, or any portion thereof, is sold at a delinquent tax sale, Grantee shall have all redemption rights provided in the Tennessee Code Annotated to a fee simple owner of the Property, as if Grantee were the fee simple owner of the Property.

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

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

- (a) No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, 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;

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

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

**8.5 Environmental Compliance; Remediation.** If, at any time, there occurs, or has occurred, a release by Grantor in, on, 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 agrees to, promptly and with all due haste, take all steps necessary to assure its containment and remediation, including any cleanup that may

be required, to the full and complete satisfaction of any and all federal, state, and local agencies or authorities and to the full and complete satisfaction of Grantee.

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

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

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

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

**9.2 Proceeds.** The Conservation Easement constitutes a real property interest ("Interest") immediately vested in Grantee. For the purposes of this paragraph, and pursuant to Treasury Regulation § 1.170A-14(g)(6)(ii), Grantor and Grantee stipulate that this Interest shall have a fair market value that is equal to the proportionate value that the Conservation Easement at the time of the grant of the Conservation Easement bears to the value of the Property as a whole at the time of the grant of the Conservation Easement. For the purposes of this paragraph, the ratio of the value of the Conservation Easement to the value of the Property as a



whole shall remain constant. It is intended that this paragraph be interpreted to adhere to and be consistent with Treasury Regulation § 1.170A-14(g)(6)(ii).

- 9.3 Condemnation.** If the Conservation Easement is taken, in whole or in part, by exercise of the power of eminent domain, the amount of the proceeds to which Grantee shall be entitled shall be determined by multiplying the total amount recovered as a result of the condemnation by the ratio set forth in **Section 9.2**, above, unless Tennessee law provides that Grantor is entitled to the full amount of the proceeds resulting from the condemnation without regard to the terms of this Easement.
- 9.4 Application of Proceeds.** Grantee shall use any proceeds received under the circumstances described in this **Section 9** in a manner consistent with the Conservation Purposes of this Easement.
- 10. Assignment.** This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization, and an eligible donee, at the time of transfer under Section 170(h) of the Internal Revenue Code and 26 C.F.R. Section 1.170A-14 (or any successor provision then applicable), and authorized to acquire and hold conservation easements under the Tennessee Conservation Easement Act of 1981, Tennessee Code Annotated Section 66-9-301 et seq., or any successor provision then applicable or the laws of the United States. As a condition of such transfer, Grantee shall require that the Conservation Purposes that this Easement is intended to advance continue to be carried out, and the transferee has a commitment to protect the Conservation Purposes and the resources to enforce this Easement. Grantee agrees to give written notice to Grantor of any assignment at least one hundred and twenty (120) days prior to the date of such assignment, unless the circumstances of such assignment are such that the 120-day notice is not possible or practical. Any transfer by Grantee, or any successor to Grantee, of all or any portion of this Easement shall not operate to extinguish this Easement. Any subsequent transfer of this Easement by a successor to Grantee shall also be subject to the provisions of this **Section 10**.
- 11. Successor Grantee.** If, at any time, Grantee shall be unwilling or unable to continue as grantee hereunder, including, but not limited to, if Grantee ceases to exist or to be a qualified organization under Section 170(h) of the Internal Revenue Code and 26 C.F.R. Section 1.170A-14, or to be authorized to acquire and hold conservation easements under the Tennessee Conservation Easement Act of 1981, Tennessee Code Annotated Section 66-9-301 et seq., then Grantor and Grantee shall mutually agree on a qualified successor to Grantee, and if Grantor and Grantee cannot agree on a qualified successor to Grantee, the rights and obligations under this Easement shall vest in such organization as a court of competent jurisdiction shall direct, pursuant to applicable Tennessee law and consistent with the requirements for an assignment pursuant to **Section 10**.

**12. Subsequent Transfers.**

- 12.1 Incorporation of Easement.** Grantor agrees to incorporate the terms of this Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest.
- 12.2 Notice; Subordination of Subsequent Encumbrances.** Grantor agrees to give written notice to Grantee of the transfer of any interest in the Property at least thirty (30) calendar days prior to the date of such transfer. Any mortgagee must subordinate its rights in the Property to Grantee to enforce the Conservation Purposes of this Easement.
- 12.3 Successors Bound.** Any and all successors to Grantor's interest in the Property shall be bound by the provisions of this Easement.
- 12.4 Transfer Payment.** In consideration of the perpetual obligations assumed by Grantee in this Easement, the costs and expenses of which are unpredictable, including, but not limited to, the obligation to travel to and inspect the Property at least annually for compliance with the terms of this Easement, communicate with present and future owners, respond to questions and other matters, and maintain financial resources for the enforcement of compliance when necessary in fulfillment of Grantee's obligation to be a Qualified Organization under 26 C.F.R. §1.170A-14(c)(1), and in consideration of Grantor's desire to support Grantee in its charitable mission with respect to the Property and other properties in which Grantee may have accepted conservation easement restrictions, Grantor agrees for itself, its heirs, successors, and assigns, that there shall be paid to Grantee the Transfer Payment (defined below) at the time of each Qualifying Transfer (defined below) in the manner set forth in this **Section 12.4**.
- (a) The "Transfer Payment" amount shall be a sum equal to one percent (1.0%) of the Purchase Price (defined below) of the Property, or any portion or part thereof, including, without limitation, the improvements on the Property;
  - (b) "Qualifying Transfer" shall mean the conveyance of legal title to the Property, or any portion or part thereof, including, without limitation, the improvements on the Property; provided, however, a Qualifying Transfer shall not include the first transfer following the recordation of this Easement;
  - (c) The "Purchase Price" shall be the sum of the following given as consideration for a Qualifying Transfer: (a) payment of money, (b) the value of any real property or personal property (tangible or

intangible) or other tangible consideration, (c) the amount of any purchase money indebtedness, and (d) the amount of any assumed indebtedness. Grantor shall be obligated to provide to Grantee a true and correct copy of the agreement of sale pertaining to the Qualifying Transfer, the settlement statement or closing statement, and/or other documents verifying the Purchase Price to the reasonable satisfaction of Grantee;

- (d) In the event of a Qualifying Transfer in which all or part of the consideration is in the form of real or personal property rather than the payment of money, purchase money indebtedness, or assumption of indebtedness, the Purchase Price shall include an amount equal to the fair market value of such real or personal property given in consideration or as partial consideration for the Qualifying Transfer as determined by a qualified appraiser approved by Grantee in its reasonable discretion. Appraisals used in the valuation of real or personal property as a component of the Purchase Price shall be based on the guidelines and ethical standards of the Appraisal Institute, as then in effect, for the type of property involved. Grantor and Grantee may, however, if they so elect in their discretion, without obligation to do so, accept an alternate method of establishing the value of such real or personal property, including by contemporaneous agreement;
- (e) The amount of the Purchase Price shall not include that portion of a Qualifying Transfer that is a gift, devise, bequest, or other transfer not involving consideration by the payment of money, transfer of real or personal property, purchase money indebtedness, or assumption of indebtedness;
- (f) The Transfer Payment shall not be applicable to a Qualifying Transfer into a corporation, limited liability company, or general or limited partnership in which Grantor receives all of the shares or interests of the transferee entity as consideration and receives no other consideration;
- (g) The obligation for payment of the Transfer Payment shall be binding on Grantor in the Qualifying Transfer and on the purchaser or grantee that is the transferee in the Qualifying Transfer, all of whom shall be jointly and severally liable for the payment of the Transfer Payment, and also shall be binding on their respective heirs, successors, and assigns, and shall run with the land and constitute a lien on the Property until paid;

- (h) The Transfer Payment shall be paid to Grantee at or before the time of transfer of legal title. The amount of any Transfer Payment not paid by the time required herein shall (a) accrue interest payable to Grantee at the rate of interest for judgments in Tennessee, currently set at 10%, until fully paid, and (b) constitute, together with accrued interest, to the extent permitted by law, a lien on the Property in favor of Grantee until fully paid, provided that such lien shall not be superior to any purchase money mortgage or deed of trust that was executed, recorded, and otherwise validly established against the Property prior to the date of the Qualifying Transfer;
- (i) Grantor shall be liable, and Grantor agrees to reimburse Grantee for, all reasonable attorney fees and other costs and expenses of collection incurred by Grantee in the enforcement of the provisions of this **Section 12.4**. This obligation is binding on Grantor, its heirs, successors, and assigns;
- (j) Neither the validity of this **Section 12.4** nor compliance with or enforcement of this **Section 12.4** shall have any bearing or effect whatsoever on the validity and/or enforceability of any other provision of this Easement; and
- (k) In the event Grantee or any entity related to or affiliated with Grantee ever holds fee simple title to the Property, the provisions of this **Section 12.4** shall not apply to any transfer by Grantee or any entity related to or affiliated with Grantee.

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

expenses incurred in connection with such inspection and generation of the certification document.

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

To Grantor: Little Cedar Stands, LLC  
22 Shorter Avenue SW  
Rome, Georgia 30165  
Attn: Mike Mathis

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

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

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

**16. General Provisions.**

**16.1 Controlling Law; Forum and Venue of Disputes.** The interpretation, construction, and performance of this Easement shall be governed by the laws of the State of Tennessee without regard to its choice of law provisions. Notwithstanding the physical location of the real property described on Exhibit A-1 and shown on Exhibit A-2, and notwithstanding the citizenship, residence, domicile, or situs of Grantor, Grantor, and any other party to this instrument or transaction, now or in the future, agrees that the sole and exclusive forum for the resolution of any dispute arising under or in any way related to this Easement, and the only court of

“competent jurisdiction” for purposes of this Easement, shall be the Chancery Court for the State of Tennessee sitting in Blount County, Tennessee, or, if all other jurisdictional requirements are satisfied, the United States District Court for the Eastern District of Tennessee, Northern Division, sitting in Knoxville, Tennessee. By signing below, the parties, for themselves and for their heirs, executors, successors, and assigns, (a) submit to the personal jurisdiction of such courts for the purpose of any action arising under or in any way related to this Easement, (b) agree that they will not challenge such grant of personal jurisdiction, nor challenge the venue established by this **Section 16.1**, and (c) agree that in the event any action is brought or commenced in any court or forum other than that which is set forth in this **Section 16.1**, the tender of (i) a true and correct copy of this instrument or (ii) a certified copy of the recorded Easement to such court shall be a full and complete defense to such action, and shall constitute grounds for an immediate dismissal of such action.

**16.2 Liberal Construction.** Notwithstanding the general rules of construction of documents, this Easement shall be liberally construed in favor of the grant to effect the purposes of this Easement and the policy and purpose of Tennessee Conservation Easement Act of 1981, Tennessee Code Annotated Section 66-9-301 et seq. (“Tennessee Act”), and to qualify as a qualified conservation contribution under 26 C.F.R. Section 1.170A-14 (“U.S. Act”). The Tennessee Act and the U.S. Act are sometimes referred to herein collectively as the “Acts.” If any provision of this instrument is found to be ambiguous, it shall be interpreted in such a manner as to protect the Conservation Values of the Property and the Conservation Purposes of this Easement, and to comply with and be consistent with the Acts. Further, if any provision of this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid, to the extent such interpretation will have the effect of protecting the Conservation Values of the Property and the Conservation Purposes of this Easement. Neither party shall be deemed to have drafted this Easement for purposes of the general rules of construction of documents. This Easement is made pursuant to and in conformance with the Acts, but the invalidity of either of the Acts or any part thereof shall not impact the validity and enforceability of this Easement according to its terms, it being the intent of the parties to agree and to bind themselves, their heirs, executors, successors, and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law, or private agreement in existence either now or hereafter.

- 16.3 Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remaining provisions of this Easement, or the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby, and shall remain in full force and effect.
- 16.4 No Authorized Violation of Law.** Nothing contained in this Easement shall be interpreted to authorize or permit Grantor to violate any law, regulation, ordinance, or rule. In the event of any conflict between any such law, regulation, ordinance, or rule 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.
- 16.5 Possible Grantee Default.** To the extent that any action taken by Grantee pursuant to this Easement gives rise to a claim of breach of contract, and to the extent not already addressed by any other provision of this Easement, Grantor and Grantee agree that the sole remedy on the part of Grantor shall be reimbursement of actual direct out-of-pocket expenses reasonably incurred by Grantor as a result of such breach, as determined by a court of competent jurisdiction, and that Grantor shall not have any right to indirect, consequential, or monetary damages in excess of such actual, direct, and reasonable out-of-pocket expenses.
- 16.6 Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Easement, all of which are merged herein. No alteration, amendment, modification, or variation of this instrument shall be valid or binding.
- 16.7 No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.
- 16.8 Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding on, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running with the Property in perpetuity. The terms "Grantor" and "Grantee," wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and its personal representatives, heirs, successors, and/or assigns, and the above named Grantee and its successors and/or assigns.
- 16.9 Termination of Rights and Obligations.** A party's rights, interest, and obligations under this Easement shall terminate on the transfer of the

party's interest in the Conservation Easement or Property; provided, however, liability for any acts or omissions occurring prior to any such transfer, or as may be otherwise set forth herein as surviving a transfer, shall survive such transfer.

**16.10 Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect on construction or interpretation.

**16.11 Counterparts.** The parties may execute this instrument in two or more counterparts, which shall be considered, in the aggregate, to be signed by both parties. Each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

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

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

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

**16.15 Contemporaneous Written Acknowledgment.** By Grantee's signature below, this **Section 16.15** constitutes that Contemporaneous Written Acknowledgment of the contribution by the donee organization, in this case, Grantee, required by 26 USC § 170(f)(8) with respect to the property interest conveyed to Grantee by this Easement. The property interest



conveyed is the Conservation Easement described in, and evidenced by, this document, and a proper legal description of the property encumbered by this Easement is attached hereto as an exhibit. No goods or services were provided by Grantee as consideration, in whole or in part, for the grant of the Conservation Easement by Grantor.

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

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

*Signature Pages Follow*

*The remainder of this page is intentionally left blank*

**Grantor Signature Page**

**GRANTOR:**

**Little Cedar Stands, LLC**

By: Southeastern Conservation Group, LLC  
Its: Manager

**Southeastern Conservation Group, LLC**

By: *[Signature]*  
A. Kyle Carney, Manager

STATE OF Georgia

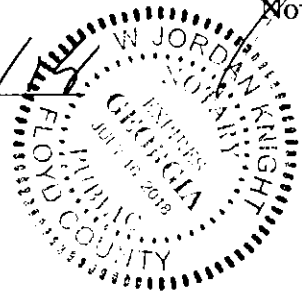
COUNTY OF Floyd

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

WITNESS my hand at office this 27<sup>th</sup> day of December, 2017.

*[Signature]*  
Notary Public

My commission expires: 7/16/18



**Grantee Signature Page**

**GRANTEE:**

**Foothills Land Conservancy**

By: William C. Clabough, Ed.  
William C. Clabough  
Executive Director

STATE OF TENNESSEE

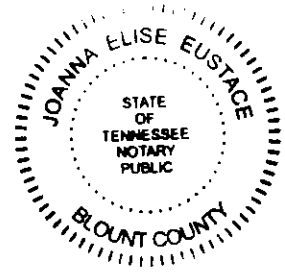
COUNTY OF Blount

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

WITNESS my hand at office this 27 day of December, 2017.

Joanna Elise Eustace  
Notary Public

My Commission Expires: 11/12/18



**EXHIBIT A-1**

**Little Cedar Stands, LLC  
Property Description**

BEING AND LYING IN THE 1<sup>ST</sup> CIVIL DISTRICT OF PERRY COUNTY, TENNESSEE, LYING NORTH OF MAYBERRY PRONG ROAD, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** At A POINT IN THE CENTER OF MAYBERRY PRONG ROAD; SAID POINT BEING THE SOUTHEAST CORNER OF THE TRACT BEING DESCRIBED, AND THE SOUTHWEST CORNER OF STEPHEN THAGGARD;

THENCE LEAVING THAGGARD WITH CENTER OF SAID ROAD, N 53°18'48" W For A Distance Of 217.25' To A POINT; THENCE N 53°41'07" W For A Distance Of 227.31' To A POINT; THENCE N 57°46'12" W For A Distance Of 149.43' To A POINT; THENCE N 61°34'38" W For A Distance Of 154.69' To A POINT; THENCE N 59°26'54" W For A Distance Of 115.71' To A POINT; THENCE N 63°25'51" W For A Distance Of 59.60' To A POINT; THENCE N 68°52'09" W For A Distance Of 108.70' To A POINT; THENCE N 71°35'52" W For A Distance Of 115.52' To A POINT; THENCE N 78°40'48" W For A Distance Of 68.21' To A POINT; SAID POINT BEING THE NORTHEAST CORNER OF MICHAEL SMITH ETUX;

THENCE LEAVING SAID ROAD WITH SMITH, N 56°12'44" W, PASSING AN IRON PIN FOUND AT 38.52', IN ALL A Distance Of 201.96' To A POINT IN THE CENTER OF AN EXISTING ROADWAY; THENCE WITH CENTER OF SAID EXISTING ROADWAY AND CONTINUING WITH SMITH, N 46°16'40" W For A Distance Of 242.11' To A POINT; THENCE N 35°19'24" W For A Distance Of 117.91' To A POINT; THENCE N 25°13'26" W For A Distance Of 101.32' To A POINT; THENCE N 38°36'54" W For A Distance Of 171.89' To A POINT; THENCE N 59°51'04" W For A Distance Of 58.61' To A POINT; THENCE S 68°46'20" W For A Distance Of 74.42' To A POINT; THENCE S 87°43'42" W For A Distance Of 41.82' To A POINT; THENCE S 89°04'14" W For A Distance Of 87.09' To A POINT; THENCE N 80°22'23" W For A Distance Of 61.49' To A POINT; THENCE N 65°16'58" W For A Distance Of 67.58' To A POINT; THENCE N 46°07'39" W For A Distance Of 484.23' To A POINT; THENCE N 37°10'52" W For A Distance Of 106.95' To A POINT; THENCE N 34°29'04" W For A Distance Of 155.37' To A POINT; THENCE N 45°28'35" W For A Distance Of 86.62' To A POINT IN THE CENTER OF A BRANCH;

THENCE LEAVING SAID ROADWAY WITH CENTER OF SAID BRANCH AND CONTINUING WITH SMITH, S 77°57'14" W For A Distance Of 4.82' To A POINT; THENCE N 48°27'27" W For A Distance Of 50.87' To A POINT; THENCE N 70°24'41" W For A Distance Of 87.49' To A POINT; THENCE S

85°06'37" W For A Distance Of 73.16' To A POINT IN THE CENTER OF A CREEK; THENCE WITH CENTER OF SAID CREEK AND CONTINUING WITH SMITH, S 82°31'45" W For A Distance Of 160.30' To A POINT; THENCE N 62°46'37" W For A Distance Of 52.65' To A POINT; THENCE N 64°04'01" W For A Distance Of 52.86' TO A POINT; SAID POINT BEING THE SOUTHEAST CORNER OF RAVINDRA PRASAD KOLLAPU ETUX, AND THE SOUTHERN MOST SOUTHWEST CORNER OF THE TRACT BEING DESCRIBED;

THENCE LEAVING SAID CREEK WITH KOLLAPU, N 66°28'16" E, PASSING A 30" BEECH AT 65.91', IN ALL A Distance Of 382.50' To A 6" Beech; THENCE N 39°20'23" E For A Distance Of 266.70' To A 6" Beech; THENCE N 41°51'24" E For A Distance Of 25.86' To A 10" Beech; THENCE N 38°39'43" E For A Distance Of 173.63' To A 8" Elm; THENCE N 31°36'28" E For A Distance Of 105.91' To A 12" Ash; THENCE N 24°21'27" E For A Distance Of 98.57' To A 6" Maple; THENCE N 27°33'15" E For A Distance Of 541.21' To A 16" Oak; SAID TREE BEING THE NORTHEAST CORNER OF KOLLAPU; THENCE CONTINUING WITH KOLLAPU, N 61°08'37" W For A Distance Of 480.83' To A IRON PIN FOUND; SAID IRON PIN FOUND BEING THE NORTHERN MOST NORTHWEST CORNER OF KOLLAPU, AND THE NORTHEAST CORNER OF MARIA GRUITA ETVIR;

THENCE WITH GRUITA, N 61°07'00" W For A Distance Of 243.05' To A POINT IN THE CENTER OF AN EXISTING ROADWAY; SAID POINT BEING THE NORTHERN MOST NORTHWEST CORNER OF GRUITA, AND THE NORTHEAST CORNER OF JOSUE PIERRE;

THENCE LEAVING SAID EXISTING ROAD WITH PIERRE, N 61°09'56" W, PASSING AN IRON PIN FOUND AT 9.45', IN ALL A Distance Of 575.57' To A IRON PIN FOUND; SAID IRON PIN FOUND BEING THE NORTHWEST CORNER OF PIERRE, AND THE NORTHEAST CORNER OF JIMMY TUCKER;

THENCE WITH TUCKER, N 60°20'27" W, PASSING THE CENTER OF AN EXISTING 50' NON-EXCLUSIVE R.O.W. AND UTILITIES EASEMENT (DEED BOOK F9, PAGE 340) AT 51.35' AND PASSING THE NORTHEAST CORNER OF RODNEY BREAUD ETUX,, IN ALL A Distance Of 970.51' To A IRON PIN FOUND (Acheson); SAID IRON PIN FOUND BEING THE NORTHWEST CORNER OF BREAUD, AND THE NORTHEAST CORNER OF BOBBY MCMORRIS;

THENCE WITH MCMORRIS, N 59°19'23" W For A Distance Of 501.20' To A STEEL FENCE POST; SAID STEEL FENCE POST BEING THE NORTHWEST CORNER OF MCMORRIS, AND THE NORTHEAST CORNER OF JEREMY BREAUD;

THENCE WITH BREAUD, N 56°43'51" W, PASSING THE NORTHEAST CORNER OF FLOYD HUFFMAN ETUX, For A Distance Of 1072.32' To A IRON PIN FOUND@ROCK PILE; SAID IRON PIN FOUND BEING THE NORTHWEST CORNER OF HUFFMAN, AND THE EAST BOUNDARY OF ELIZABETH HOWELL TILLER;

THENCE WITH TILLER, S 68°34'01" W For A Distance Of 116.76' To A IRON PIN FOUND; SAID IRON PIN FOUND BEING THE WESTERN MOST SOUTHWEST CORNER OF THE TRACT BEING DESCRIBED; THENCE CONTINUING WITH TILLER, N 10°35'33" W For A Distance Of 207.28' To A 6" Maple; THENCE N 11°09'32" E For A Distance Of 505.02' To A 20" White Oak; THENCE N 39°38'07" E For A Distance Of 696.77' To A 4" Dogwood; THENCE N 07°19'33" E For A Distance Of 567.82' To A IRON PIN FOUND; SAID IRON PIN FOUND BEING THE NORTHEAST CORNER OF TILLER; THENCE CONTINUING WITH TILLER, N 86°21'33" W For A Distance Of 84.27' To A IRON PIN FOUND; SAID IRON PIN FOUND BEING THE EASTERN MOST SOUTHEAST CORNER OF MORGAN LOMAX ETAL;

THENCE WITH LOMAX, N 07°38'16" E For A Distance Of 596.64' To A IRON PIN FOUND@ROCK PILE; THENCE N 80°42'23" W For A Distance Of 86.77' To A IRON PIN FOUND@ROCK PILE; THENCE N 09°08'31" E For A Distance Of 213.14' To A 12" Cedar; SAID TREE BEING THE WESTERN MOST NORTHWEST CORNER OF THE TRACT BEING DESCRIBED, AND THE SOUTHWEST CORNER OF JEFFREY LYNDS;

THENCE WITH LYNDS, N 67°50'06" E For A Distance Of 1489.22' To A IRON PIN FOUND@ROCK PILE; THENCE S 48°39'01" E For A Distance Of 302.51' To A 8" Cedar; THENCE S 59°54'54" E For A Distance Of 98.85' To A 14" Cedar; THENCE S 34°41'50" E For A Distance Of 147.77' To A 8" Hackberry; THENCE S 28°18'12" E For A Distance Of 57.47' To A 12" Oak; THENCE N 83°21'25" E For A Distance Of 98.68' To A 12" Cedar; THENCE N 58°29'19" E For A Distance Of 88.98' To A 12" Poplar; SAID TREE BEING THE SOUTHEAST CORNER OF LYNDS; THENCE CONTINUING WITH LYNDS, N 21°33'21" W For A Distance Of 422.99' To A 16" Cedar; THENCE N 17°20'33" W For A Distance Of 252.85' To A 12" Cedar; THENCE N 00°10'58" E For A Distance Of 314.43' To A 12" Gum; THENCE N 23°51'02" W For A Distance Of 96.04' To A 22" HACKBERRY; THENCE N 02°51'49" W, PASSING A 10" HICKORY AT 28.30', IN ALL A Distance Of 40.32' To A POINT IN THE CENTER OF A CREEK; SAID POINT BEING THE NORTHEAST CORNER OF LYNDS, THE NORTHERN MOST NORTHWEST CORNER OF THE TRACT BEING DESCRIBED, AND THE SOUTH BOUNDARY OF MARK HORNER;

THENCE WITH CENTER OF SAID CREEK AND SOUTH BOUNDARY OF HORNER, N 82°01'15" E For A Distance Of 489.08' To A POINT; THENCE N 71°56'53" E For A Distance Of 422.76' To A POINT; THENCE N 73°37'04" E For

A Distance Of 253.73' To A POINT; THENCE N 75°23'59" E For A Distance Of 88.93' To A POINT; THENCE LEAVING SAID CREEK CONTINUING WITH HORNER, S 75°10'37" E, PASSING A STEEL FENCE POST AT 111.24', IN ALL A Distance Of 956.53' To A STEEL FENCE POST; SAID STEEL FENCE POST BEING THE EAST BOUNDARY OF PAUL CULP;

THENCE WITH CULP, S 07°00'19" W For A Distance Of 1211.02' To A 4" Maple; THENCE S 05°08'21" W For A Distance Of 279.51' To A CONCRETE MONUMENT; SAID CONCRETE MONUMENT BEING THE SOUTHWEST CORNER OF CULP; THENCE CONTINUING WITH CULP, S 81°34'54" E For A Distance Of 2140.77' To A STEEL FENCE POST; SAID STEEL FENCE POST BEING THE SOUTHEAST CORNER OF CULP; THENCE CONTINUING WITH CULP, N 29°26'29" E For A Distance Of 276.71' To A 6" Hickory; THENCE N 27°43'59" E For A Distance Of 372.71' To A STEEL FENCE POST; THENCE N 25°20'20" E, PASSING A 6" MAPLE AT 81.62', IN ALL A Distance Of 188.53' To A POINT IN THE CENTER OF A BRANCH; SAID POINT BEING THE SOUTHWEST CORNER OF EMANUEL EDWARDS;

THENCE WITH EDWARDS AND CENTER OF SAID BRANCH, S 51°07'36" E For A Distance Of 61.83' To A POINT; THENCE S 19°35'00" E For A Distance Of 36.70' To A POINT; THENCE S 35°25'11" E For A Distance Of 141.00' To A POINT; THENCE S 72°57'07" E For A Distance Of 95.79' To A POINT; THENCE S 72°12'13" E For A Distance Of 114.58' To A POINT; THENCE S 65°56'10" E For A Distance Of 83.51' To A POINT; THENCE S 53°15'22" E For A Distance Of 110.20' To A POINT; THENCE S 74°31'48" E For A Distance Of 49.08' To A POINT; THENCE N 83°47'08" E For A Distance Of 33.35' To A POINT; SAID POINT BEING THE SOUTHEAST CORNER OF EDWARDS, AND THE NORTHWEST CORNER OF CODY ALLEN;

THENCE WITH ALLEN AND CONTINUING WITH CENTER OF SAID BRANCH, S 29°44'04" W For A Distance Of 48.57' To A POINT; THENCE S 49°42'32" W For A Distance Of 53.79' To A POINT; THENCE S 34°49'02" E For A Distance Of 102.87' To A POINT; THENCE S 03°04'46" W For A Distance Of 75.41' To A POINT; THENCE S 20°23'04" E For A Distance Of 201.87' To A POINT; THENCE S 43°54'37" E For A Distance Of 155.30' To A POINT; THENCE S 26°35'40" E For A Distance Of 218.00' To A POINT; THENCE S 54°33'59" E For A Distance Of 128.52' To A POINT; THENCE S 16°26'18" E For A Distance Of 73.89' To A POINT; THENCE S 12°59'20" E For A Distance Of 102.40' To A POINT; THENCE S 02°37'45" E For A Distance Of 55.62' To A POINT; THENCE S 12°58'25" E For A Distance Of 119.92' To A POINT; THENCE S 42°12'58" E For A Distance Of 231.48' To A POINT; THENCE S 78°00'38" E For A Distance Of 46.82' To A POINT; THENCE S 26°19'14" E For A Distance Of 165.63' To A POINT; THENCE S 25°22'58" E For A Distance Of 110.73' To A POINT; THENCE N 81°37'48" E For A Distance Of 10.69' To A POINT; SAID POINT BEING THE NORTH BOUNDARY OF BARRY CARROLL ETUX;

THENCE LEAVING SAID BRANCH WITH CARROLL, S 18°58'12" E, PASSING A 8" HICKORY AT 15.28', IN ALL A Distance Of 65.74' To A 12" Walnut; THENCE S 59°15'00" W For A Distance Of 49.46' To A 8" Hickory; THENCE S 45°40'07" W For A Distance Of 390.92' To A STEEL FENCE POST; THENCE S 44°57'03" W For A Distance Of 182.99' To A 10" Beech; THENCE S 45°48'34" W For A Distance Of 207.99' To A 12" White Oak; THENCE S 46°18'48" W, PASSING A WOOD FENCE POST AT 100.19' IN ALL A Distance Of 116.32' To A POINT IN THE CENTER OF AN EXISTING ROADWAY; SAID POINT BEING THE NORTHWEST CORNER OF CARROLL; THENCE WITH CENTER OF SAID ROADWAY AND CONTINUING WITH CARROLL, S 12°00'14" E For A Distance Of 117.40' To A POINT; THENCE S 14°05'05" W For A Distance Of 44.29' To A POINT; THENCE S 40°38'48" W For A Distance Of 123.21' To A POINT; THENCE S 19°29'52" W For A Distance Of 16.22' To A POINT; THENCE S 20°49'10" E For A Distance Of 17.59' To A POINT; THENCE S 49°33'32" E For A Distance Of 44.39' To A POINT; THENCE S 43°36'59" E For A Distance Of 155.44' To A POINT; THENCE S 33°30'42" E For A Distance Of 152.40' To A POINT; THENCE S 26°11'17" E For A Distance Of 37.36' To A POINT; THENCE S 18°36'57" E For A Distance Of 28.89' To A POINT; THENCE S 02°09'33" W For A Distance Of 104.87' To A POINT; THENCE S 02°40'48" E For A Distance Of 137.76' To A POINT; THENCE S 14°21'57" W For A Distance Of 111.53' To A POINT; THENCE S 03°48'35" E For A Distance Of 80.43' To A POINT; THENCE S 19°02'01" E For A Distance Of 52.40' To A POINT; THENCE S 07°42'16" E For A Distance Of 53.96' To A POINT; THENCE S 02°14'23" W For A Distance Of 101.37' To A POINT; THENCE S 07°56'00" W For A Distance Of 37.62' To A POINT; THENCE S 22°15'53" W For A Distance Of 74.32' To A POINT; THENCE S 33°33'14" W For A Distance Of 254.11' To A POINT; THENCE S 21°06'03" W For A Distance Of 27.38' To A POINT; THENCE S 04°21'35" W For A Distance Of 46.79' To A POINT; THENCE S 10°51'21" E For A Distance Of 45.76' To A POINT; THENCE S 17°20'10" E For A Distance Of 30.39' To A POINT; THENCE S 19°12'59" E For A Distance Of 19.85' To A POINT; THENCE S 28°08'55" E For A Distance Of 64.38' To A POINT; THENCE S 40°51'58" E For A Distance Of 43.76' To A POINT; THENCE S 47°28'27" E For A Distance Of 58.69' To A IRON PIN FOUND; SAID IRON PIN FOUND BEING THE SOUTHWEST CORNER OF CARROLL, AND THE NORTHWEST CORNER OF GARY MOORE ETAL;

THENCE WITH MOORE AND CONTINUING WITH CENTER OF SAID ROADWAY, S 46°58'46" E For A Distance Of 34.78' To A POINT; THENCE S 32°48'25" E For A Distance Of 64.75' To A POINT; THENCE S 41°17'07" E For A Distance Of 50.74' To A POINT; THENCE S 60°36'12" E For A Distance Of 53.73' To A POINT; THENCE S 46°52'38" E For A Distance Of 32.64' To A POINT; THENCE S 19°06'17" E For A Distance Of 54.87' To A POINT; THENCE S 12°02'48" E For A Distance Of 41.48' To A POINT; THENCE S 25°11'28" E For A Distance Of 40.33' To A POINT; THENCE S 46°00'04" E For A Distance Of 20.18' To A POINT; THENCE S 67°02'01" E For A Distance Of 27.69' To A POINT; THENCE S 76°37'44" E For A Distance Of 90.99' To A IRON PIN FOUND; SAID



IRON PIN FOUND BEING THE SOUTHWEST CORNER OF MOORE (TM 118, P 13.00), AND THE NORTHWEST CORNER OF GARY MOORE (TM 118, P 7.00);

THENCE WITH MOORE (TM 118, P 7.00) AND CONTINUING WITH CENTER OF SAID ROADWAY, S 57°17'09" E For A Distance Of 42.57' To A POINT; THENCE S 40°47'54" E For A Distance Of 83.90' To A POINT; THENCE S 50°28'16" E For A Distance Of 34.99' To A POINT; THENCE S 62°21'29" E For A Distance Of 49.57' To A POINT; THENCE S 49°44'01" E For A Distance Of 54.73' To A POINT; THENCE S 23°02'12" E For A Distance Of 38.47' To A POINT; THENCE S 09°28'38" E For A Distance Of 73.82' To A POINT; THENCE S 43°51'00" E For A Distance Of 31.85' To A POINT; THENCE S 63°11'17" E For A Distance Of 28.56' To A POINT; THENCE S 69°34'28" E For A Distance Of 138.31' To A POINT; THENCE S 76°14'09" E For A Distance Of 36.21' To A POINT; SAID POINT BEING THE SOUTHWEST CORNER OF MOORE (TM 118, P 7.00), AND THE NORTH BOUNDARY OF MACK TILLEY;

THENCE WITH TILLEY AND CONTINUING WITH CENTER OF SAID ROADWAY, S 53°29'33" W For A Distance Of 33.50' To A POINT; THENCE S 43°46'35" W For A Distance Of 53.12' To A POINT; THENCE S 41°39'55" W For A Distance Of 53.61' To A POINT; THENCE S 45°02'29" W For A Distance Of 63.87' To A POINT; THENCE S 39°18'35" W For A Distance Of 32.43' To A POINT; THENCE S 39°28'26" W For A Distance Of 54.92' To A POINT; THENCE S 54°46'24" W For A Distance Of 31.23' To A POINT; THENCE S 63°16'12" W For A Distance Of 159.71' To A POINT; THENCE S 60°24'54" W For A Distance Of 72.10' To A POINT; THENCE S 68°24'14" W For A Distance Of 45.47' To A POINT; THENCE S 75°11'43" W For A Distance Of 24.51' To A POINT; THENCE S 79°47'29" W For A Distance Of 13.24' To A POINT; THENCE S 81°47'44" W For A Distance Of 73.23' To A POINT; THENCE S 71°05'46" W For A Distance Of 19.18' To A POINT; THENCE S 59°24'02" W For A Distance Of 39.01' To A POINT; THENCE S 53°01'08" W For A Distance Of 147.20' To A POINT; THENCE S 59°19'45" W For A Distance Of 27.86' To A POINT; THENCE S 75°40'52" W For A Distance Of 25.55' To A POINT; THENCE S 89°37'28" W For A Distance Of 30.05' To A POINT; THENCE N 75°57'40" W For A Distance Of 29.67' To A POINT; THENCE N 70°16'31" W For A Distance Of 57.02' To A POINT; THENCE N 65°34'30" W For A Distance Of 68.30' To A POINT; THENCE N 79°21'52" W For A Distance Of 66.23' To A POINT; THENCE N 88°29'09" W For A Distance Of 53.26' To A POINT; THENCE N 87°58'26" W For A Distance Of 55.02' To A POINT; THENCE S 77°13'12" W For A Distance Of 34.52' To A POINT; THENCE S 65°18'13" W For A Distance Of 78.34' To A POINT; THENCE S 75°03'17" W For A Distance Of 39.99' To A POINT; THENCE S 85°32'56" W For A Distance Of 55.75' To A POINT; THENCE S 79°11'02" W For A Distance Of 26.49' To A POINT; THENCE S 51°05'33" W For A Distance Of 28.14' To A POINT; THENCE S 38°10'22" W For A Distance Of 69.82' To A POINT; THENCE S 37°38'59" W For A Distance Of 45.12' To A POINT; THENCE

S 00°08'27" W For A Distance Of 22.38' To A POINT; THENCE S 06°53'35" E For A Distance Of 63.25' To A POINT; THENCE S 04°04'52" W For A Distance Of 27.65' To A POINT; THENCE S 19°20'10" W For A Distance Of 191.87' To A POINT; THENCE S 27°57'28" W For A Distance Of 34.96' To A POINT; THENCE S 35°53'01" W For A Distance Of 20.87' To A POINT; THENCE S 42°48'09" W For A Distance Of 31.49' To A POINT; THENCE S 55°16'15" W For A Distance Of 23.90' To A POINT; THENCE S 69°53'44" W For A Distance Of 40.28' To A POINT; THENCE S 74°14'20" W For A Distance Of 32.70' To A POINT; THENCE S 63°42'31" W For A Distance Of 36.54' To A POINT; THENCE S 67°57'54" W For A Distance Of 21.34' To A POINT; THENCE N 83°44'19" W For A Distance Of 17.40' To A POINT; THENCE N 79°09'57" W For A Distance Of 81.88' To A POINT; THENCE N 86°03'24" W For A Distance Of 20.64' To A POINT; THENCE S 81°00'43" W For A Distance Of 28.73' To A POINT; THENCE S 63°55'15" W For A Distance Of 35.22' To A POINT; THENCE S 48°32'15" W For A Distance Of 25.62' To A POINT; THENCE S 46°49'36" W For A Distance Of 47.57' To A POINT; THENCE S 51°32'39" W For A Distance Of 57.36' To A POINT; THENCE S 54°00'47" W For A Distance Of 136.52' To A POINT; THENCE S 55°25'26" W For A Distance Of 48.60' To A POINT; THENCE S 44°50'03" W For A Distance Of 41.31' To A POINT; THENCE S 24°29'19" W For A Distance Of 50.28' To A POINT; THENCE S 39°33'26" W For A Distance Of 52.58' To A POINT; THENCE S 47°42'54" W For A Distance Of 16.96' To A POINT; THENCE S 56°09'38" W For A Distance Of 46.97' To A POINT; THENCE S 44°03'35" W For A Distance Of 14.22' To A POINT; THENCE S 25°35'25" W For A Distance Of 44.40' To A POINT; THENCE S 15°53'18" W For A Distance Of 20.82' To A IRON PIN SET; SAID IRON PIN SET BEING THE SOUTHWEST CORNER OF TILLEY, AND THE NORTHWEST CORNER OF SCOTT KELSCH;

THENCE LEAVING SAID ROADWAY WITH KELSCH, S 40°35'58" W For A Distance Of 76.11' To A IRON PIN FOUND (BREWER); THENCE S 65°34'46" W For A Distance Of 213.25' To A IRON PIN FOUND (BREWER); SAID IRON PIN FOUND BEING THE WESTERN MOST SOUTHWEST CORNER OF KELSCH; THENCE CONTINUING WITH KELSCH, S 42°20'16" E For A Distance Of 414.33' To A 12" Beech; SAID TREE BEING THE NORTHWEST CORNER OF STEPHEN THAGGARD;

THENCE WITH THAGGARD, S 38°02'11" W, PASSING AN IRON PIN FOUND AT 958.07', IN ALL A Distance Of 983.44' To The **Point Of Beginning** And Containing 968.56 Acres AS SURVEYED BY KENNETH CARROLL, RLS TENNESSEE LICENSE NUMBER 1335, DECEMBER 15, 2017.

**ALSO CONVEYED** HEREIN IS AN EXISTING 50 FOOT IN WIDTH NON-EXCLUSIVE R.O.W. AND UTILITY EASEMENT AS RECORDED IN DEED BOOK F9, PAGE 340, IN THE REGISTER'S OFFICE OF PERRY COUNTY, TENNESSEE.

**BEING** the same property conveyed to Grantor by instrument of record in **Book D26, Page 588**, in the Register of Deeds Office for Perry County, Tennessee.

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

**EXHIBIT A-2**

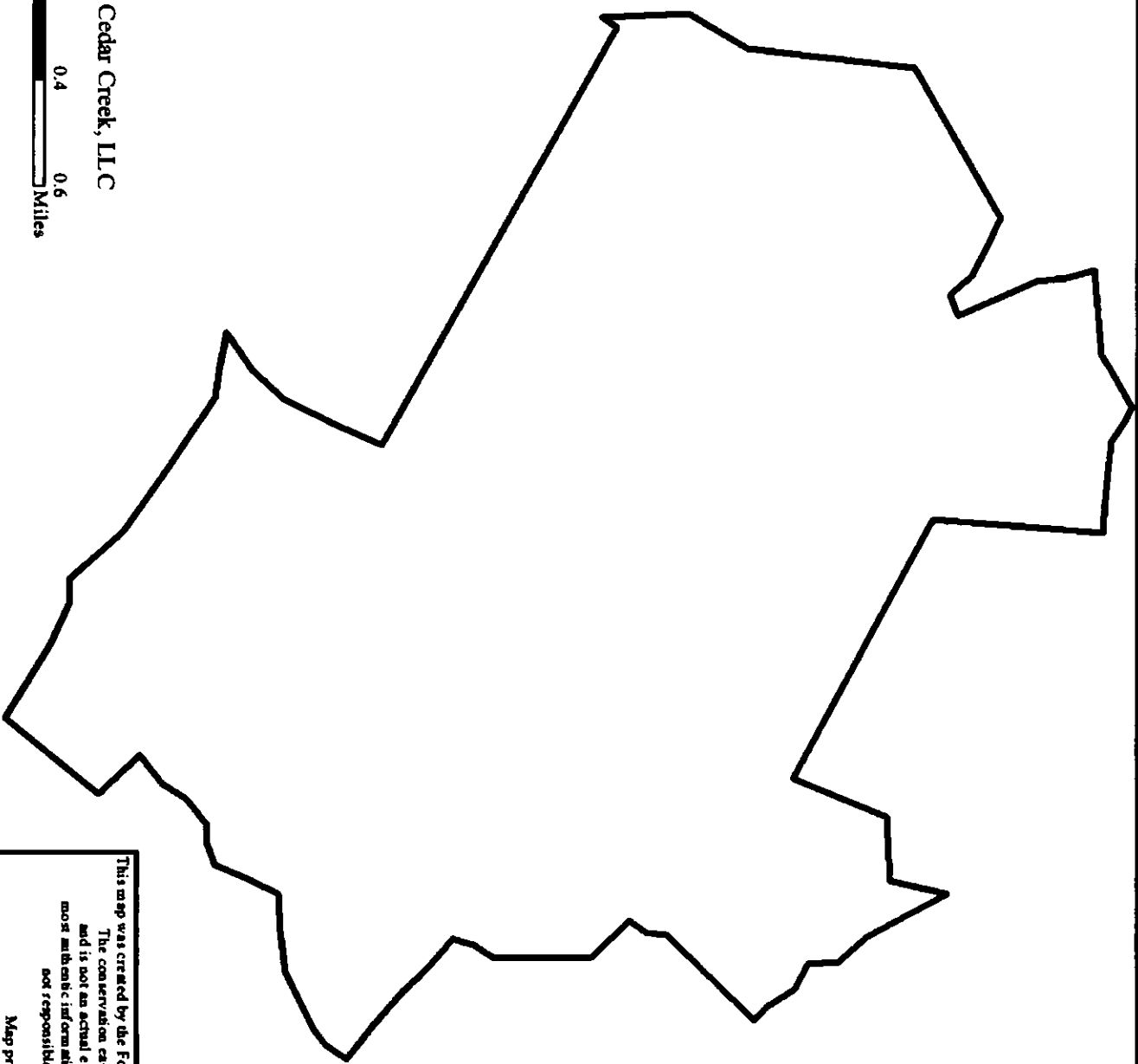
**Little Cedar Stands, LLC**


**Drawing of the Property**

*(Drawing is attached immediately behind this page)*



Little Cedar Creek, LLC Conservation Easement -- Perry Co, TN  
-- Boundary Map --



 Little Cedar Creek, LLC



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

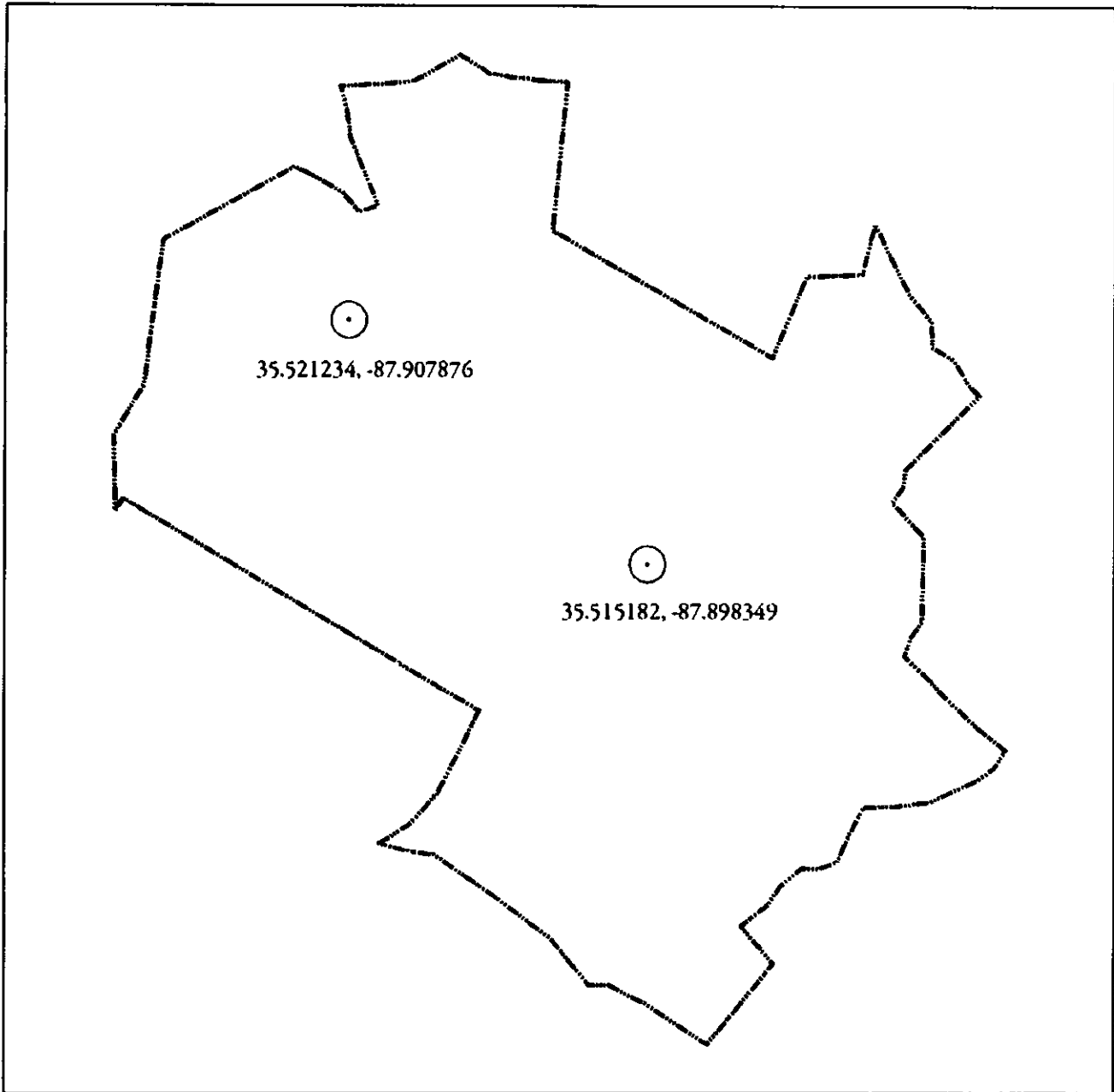
Map prepared by Matthew Moore, 12/15/2017

**EXHIBIT B**


**Little Cedar Stands, LLC**

**Drawing Depicting Homesites**

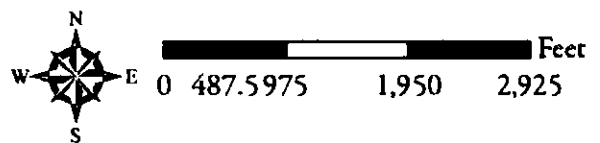
*(Drawing is attached immediately behind this page)*



**Little Cedar Creek Conservation Easement  
 Perry County, Tennessee  
 Building Envelopes, Two Acres, Two Sites**

- Center Point
-  Building Envelope

This map was created by Helia Environmental LLC for reference purposes only. The conservation easement boundary depicted herein is a representation and is not an actual easement boundary survey. It was compiled from the most authentic information available and is believed to be accurate. Helia Environmental is not responsible for any errors or omissions contained hereon.  
 Preparer: Lloyd Raleigh on December 15, 2017



## EXHIBIT C

### Little Cedar Stands, LLC Legal Description of Homesites

#### Homesite1:

**TO FIND THE POINT OF BEGINNING**, start at the centerpoint of a circular tract, such centerpoint having coordinates of Latitude  $35^{\circ}31'16.4424''$  (35.521234) North and Longitude  $87^{\circ}54'28.3536''$  (87.907876) West, thence Due North for a distance of 166.53' to a calculated point in the circumference of said circular tract, the **POINT OF BEGINNING**, thence from said POB with the edge of said circle, in a clockwise direction, a circle having a circumference of 1,046.34' to the said Point of Beginning, said circular tract having an area of approximately 2.0 acres.

#### Homesite2:

**TO FIND THE POINT OF BEGINNING**, start at the centerpoint of a circular tract, such centerpoint having coordinates of Latitude  $35^{\circ}30'54.6552''$  (35.515182) North and Longitude  $87^{\circ}53'54.0564''$  (87.898349) West, thence Due North for a distance of 166.53' to a calculated point in the circumference of said circular tract, the **POINT OF BEGINNING**, thence from said POB with the edge of said circle, in a clockwise direction, a circle having a circumference of 1,046.34' to the said Point of Beginning, said circular tract having an area of approximately 2.0 acres.



**AFFIDAVIT OF CONSIDERATION**

STATE OF Tennessee

COUNTY OF Blount

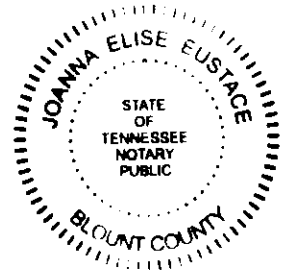
I hereby swear or affirm that the actual consideration for the conveyance set forth above is \$ -0-.

W.C. Claborn Jr.  
Affiant

Sworn to and subscribed before me, a Notary Public, the 27 day of December, 2017.

Joanna Elise Eustace  
Notary Public

My Commission expires: 11/12/18



CARROLL LAND SURVEYING  
 495 EAST MAIN STREET, SUITE 1  
 HOHENWALD, TN 38462  
 PHONE: (931)796-1654  
 FAX: (931)796-1651  
 EMAIL: csurvey@bellsouth.net

**LEGEND**  
 □ = WOOD FENCE POST  
 H = STEEL FENCE POST  
 ○ = TREE  
 ● = IRON PIN FOUND  
 ⊕ = IRON PIN SET  
 ⊙ = CONCRETE MONUMENT

**A-1**  
 ELIZABETH HOWELL TILLER  
 DEED BOOK P19, PAGE 79  
 TAX MAP 118, PARCEL 5.02

**A-2**  
 MORGAN LOMAX ETAL  
 DEED BOOK N16, PAGE 454  
 TAX MAP 107, PARCEL 29.00

**A-3**  
 GARY MOORE ETAL  
 DEED BOOK D6, PAGE 617  
 TAX MAP 118, PARCEL 13.00

**A-4**  
 GARY MOORE ETAL  
 DEED BOOK R21, PAGE 360  
 TAX MAP 118, PARCEL 7.09

MARK HORNER  
 DEED BOOK F9, PAGE 365  
 TAX MAP 107, PARCEL 2.00

JEFFREY LYNDS  
 DEED BOOK D9, PAGE 17  
 TAX MAP 107, PARCEL 19.00

PAUL CULP  
 DEED BOOK X26, PAGE 214  
 TAX MAP 107, PARCEL 20.00

EMANUEL EDWARDS  
 DEED BOOK D20, PAGE 327  
 TAX MAP 107, PARCEL 24.00

CODY ALLEN  
 DEED BOOK D19, PAGE 464  
 TAX MAP 107, PARCEL 30.00

BARRY CARROLL ETUX  
 DEED BOOK D6, PAGE 622  
 TAX MAP 118, PARCEL 7.07

BARRY CARROLL ETUX  
 DEED BOOK D6, PAGE 622  
 TAX MAP 118, PARCEL 7.07

BARRY CARROLL ETUX  
 DEED BOOK D6, PAGE 622  
 TAX MAP 118, PARCEL 7.07

BARRY CARROLL ETUX  
 DEED BOOK D6, PAGE 622  
 TAX MAP 118, PARCEL 7.07

BARRY CARROLL ETUX  
 DEED BOOK D6, PAGE 622  
 TAX MAP 118, PARCEL 7.07

BARRY CARROLL ETUX  
 DEED BOOK D6, PAGE 622  
 TAX MAP 118, PARCEL 7.07

BARRY CARROLL ETUX  
 DEED BOOK D6, PAGE 622  
 TAX MAP 118, PARCEL 7.07

BARRY CARROLL ETUX  
 DEED BOOK D6, PAGE 622  
 TAX MAP 118, PARCEL 7.07

BARRY CARROLL ETUX  
 DEED BOOK D6, PAGE 622  
 TAX MAP 118, PARCEL 7.07

BARRY CARROLL ETUX  
 DEED BOOK D6, PAGE 622  
 TAX MAP 118, PARCEL 7.07

BARRY CARROLL ETUX  
 DEED BOOK D6, PAGE 622  
 TAX MAP 118, PARCEL 7.07

BARRY CARROLL ETUX  
 DEED BOOK D6, PAGE 622  
 TAX MAP 118, PARCEL 7.07

BARRY CARROLL ETUX  
 DEED BOOK D6, PAGE 622  
 TAX MAP 118, PARCEL 7.07

BARRY CARROLL ETUX  
 DEED BOOK D6, PAGE 622  
 TAX MAP 118, PARCEL 7.07

BARRY CARROLL ETUX  
 DEED BOOK D6, PAGE 622  
 TAX MAP 118, PARCEL 7.07

BARRY CARROLL ETUX  
 DEED BOOK D6, PAGE 622  
 TAX MAP 118, PARCEL 7.07

BARRY CARROLL ETUX  
 DEED BOOK D6, PAGE 622  
 TAX MAP 118, PARCEL 7.07

BARRY CARROLL ETUX  
 DEED BOOK D6, PAGE 622  
 TAX MAP 118, PARCEL 7.07

BARRY CARROLL ETUX  
 DEED BOOK D6, PAGE 622  
 TAX MAP 118, PARCEL 7.07

BARRY CARROLL ETUX  
 DEED BOOK D6, PAGE 622  
 TAX MAP 118, PARCEL 7.07

BARRY CARROLL ETUX  
 DEED BOOK D6, PAGE 622  
 TAX MAP 118, PARCEL 7.07

BARRY CARROLL ETUX  
 DEED BOOK D6, PAGE 622  
 TAX MAP 118, PARCEL 7.07

BARRY CARROLL ETUX  
 DEED BOOK D6, PAGE 622  
 TAX MAP 118, PARCEL 7.07

BARRY CARROLL ETUX  
 DEED BOOK D6, PAGE 622  
 TAX MAP 118, PARCEL 7.07

BARRY CARROLL ETUX  
 DEED BOOK D6, PAGE 622  
 TAX MAP 118, PARCEL 7.07

BARRY CARROLL ETUX  
 DEED BOOK D6, PAGE 622  
 TAX MAP 118, PARCEL 7.07

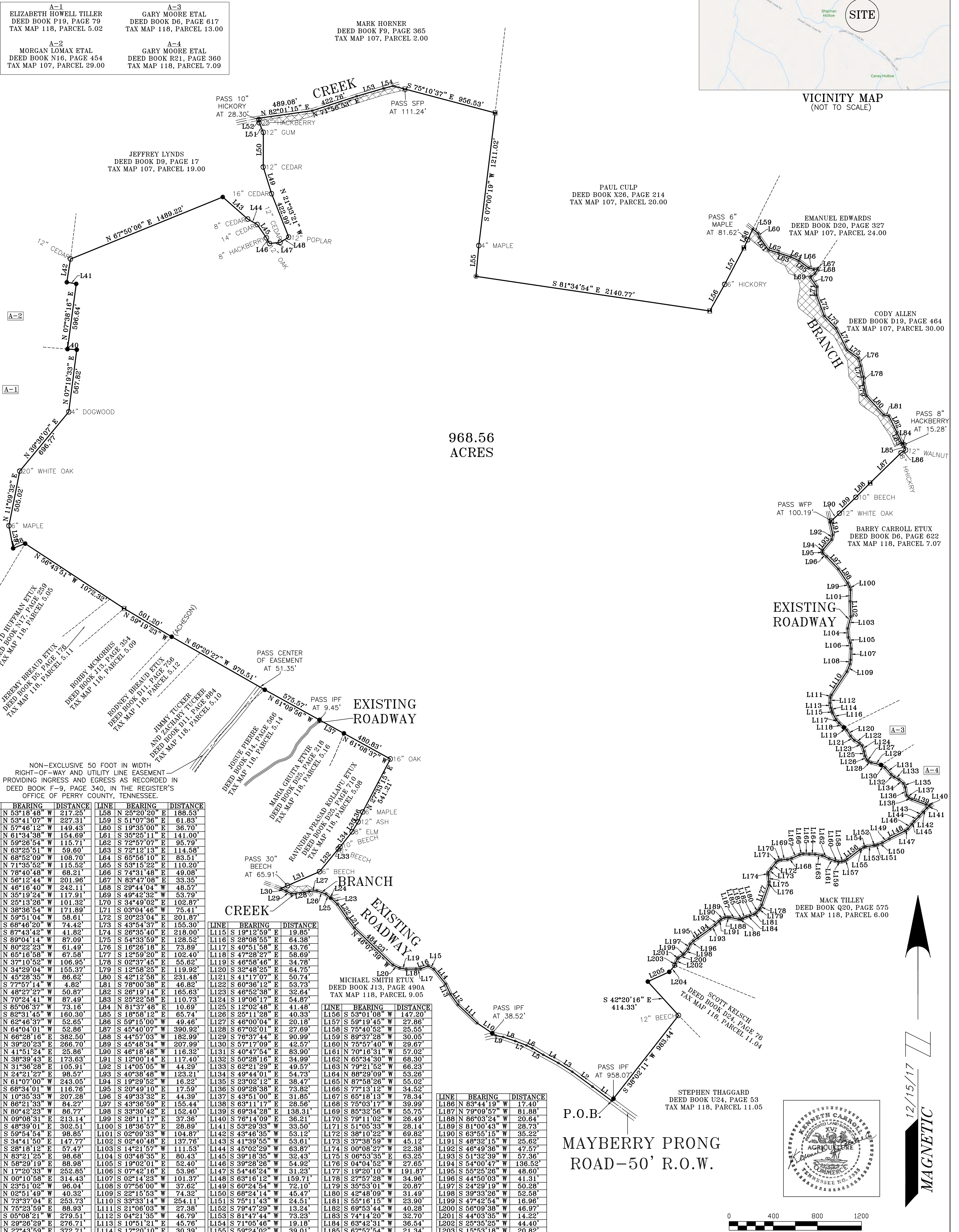
BARRY CARROLL ETUX  
 DEED BOOK D6, PAGE 622  
 TAX MAP 118, PARCEL 7.07

BARRY CARROLL ETUX  
 DEED BOOK D6, PAGE 622  
 TAX MAP 118, PARCEL 7.07

BARRY CARROLL ETUX  
 DEED BOOK D6, PAGE 622  
 TAX MAP 118, PARCEL 7.07



VICINITY MAP  
 (NOT TO SCALE)



968.56  
 ACRES

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 53°18'48"	217.25	L58	N 25°20'20"	188.53
L2	N 53°41'07"	227.31	L59	S 51°07'36"	61.83
L3	N 57°46'12"	149.43	L60	S 19°35'00"	36.70
L4	N 61°34'38"	154.69	L61	S 35°25'11"	141.00
L5	N 59°26'54"	115.71	L62	S 72°57'07"	95.79
L6	N 63°25'51"	59.60	L63	S 72°12'13"	114.58
L7	N 68°52'09"	108.70	L64	S 65°56'10"	83.51
L8	N 71°35'52"	115.52	L65	S 53°15'22"	110.20
L9	N 78°40'48"	63.21	L66	S 74°31'48"	49.08
L10	N 56°12'44"	201.96	L67	N 83°47'08"	33.35
L11	N 46°16'40"	242.11	L68	S 29°44'04"	48.57
L12	N 35°19'24"	117.91	L69	S 49°42'32"	53.79
L13	N 25°13'26"	101.32	L70	S 34°49'02"	102.87
L14	N 38°36'54"	171.89	L71	S 03°04'46"	75.41
L15	N 59°51'04"	58.61	L72	S 20°23'04"	201.87
L16	S 68°46'20"	74.42	L73	S 43°54'37"	155.30
L17	S 87°43'42"	41.82	L74	S 26°35'40"	218.00
L18	S 89°04'14"	87.00	L75	S 54°33'59"	123.52
L19	S 80°22'23"	61.49	L76	S 16°28'18"	73.89
L20	S 65°16'58"	67.58	L77	S 12°59'20"	102.40
L21	S 37°10'52"	106.95	L78	S 02°37'45"	55.62
L22	S 34°29'04"	155.37	L79	S 12°58'25"	119.92
L23	S 45°28'35"	86.62	L80	S 42°12'58"	231.46
L24	S 77°57'14"	4.82	L81	S 78°00'38"	46.82
L25	S 48°27'27"	50.87	L82	S 26°19'14"	165.63
L26	N 70°24'41"	87.49	L83	S 25°22'58"	110.73
L27	S 85°06'37"	73.18	L84	N 81°37'48"	10.69
L28	S 82°31'45"	180.30	L85	S 18°58'12"	65.74
L29	S 62°46'37"	52.65	L86	S 59°15'00"	49.46
L30	N 64°04'01"	52.86	L87	S 45°40'07"	390.92
L31	N 66°28'16"	382.50	L88	S 44°57'03"	182.99
L32	N 39°20'23"	266.70	L89	S 45°48'34"	207.99
L33	N 41°51'24"	25.86	L90	S 48°18'48"	116.32
L34	N 38°39'43"	173.63	L91	S 12°00'14"	117.40
L35	N 31°38'28"	105.91	L92	S 14°05'05"	44.29
L36	N 24°21'27"	98.57	L93	S 40°38'48"	133.21
L37	N 61°07'00"	243.05	L94	S 19°29'52"	16.22
L38	S 66°34'01"	116.78	L95	S 20°49'10"	17.59
L39	N 10°35'33"	207.28	L96	S 49°33'32"	44.39
L40	N 86°21'33"	84.27	L97	S 43°36'59"	155.44
L41	N 80°42'23"	86.77	L98	S 33°30'42"	152.40
L42	N 09°08'31"	213.14	L99	S 26°11'17"	37.36
L43	S 48°39'01"	302.51	L100	S 18°36'57"	28.89
L44	S 59°54'54"	98.85	L101	S 02°09'33"	104.87
L45	S 34°41'50"	147.77	L102	S 02°40'48"	137.76
L46	S 28°19'12"	57.47	L103	S 14°21'57"	111.53
L47	N 83°21'25"	98.68	L104	S 03°48'35"	80.43
L48	N 58°29'19"	88.98	L105	S 19°02'01"	52.40
L49	N 17°20'33"	252.85	L106	S 07°42'16"	53.96
L50	N 00°10'58"	314.43	L107	S 02°14'23"	101.37
L51	N 23°51'02"	96.04	L108	S 07°56'00"	37.62
L52	N 02°51'49"	40.32	L109	S 22°15'53"	74.32
L53	N 73°37'04"	253.73	L110	S 33°33'14"	254.11
L54	N 75°23'59"	88.93	L111	S 21°06'03"	27.38
L55	S 05°08'21"	279.51	L112	S 04°21'35"	46.79
L56	N 29°28'29"	276.71	L113	S 10°51'21"	45.76
L57	N 27°43'59"	372.71	L114	S 17°20'10"	30.39
L115	S 19°12'59"	19.85	L115S	S 19°12'59"	19.85
L116	S 28°08'55"	64.38	L116S	S 28°08'55"	64.38
L117	S 40°51'58"	43.78	L117S	S 40°51'58"	43.78
L118	S 47°28'22"	58.69	L118S	S 47°28'22"	58.69
L119	S 46°58'46"	34.78	L119S	S 46°58'46"	34.78
L120	S 32°48'25"	64.75	L120S	S 32°48'25"	64.75
L121	S 41°17'07"	50.74	L121S	S 41°17'07"	50.74
L122	S 60°36'12"	53.73	L122S	S 60°36'12"	53.73
L123	S 46°52'38"	32.64	L123S	S 46°52'38"	32.64
L124	S 19°06'17"	54.87	L124S	S 19°06'17"	54.87
L125	S 12°02'48"	41.48	L125S	S 12°02'48"	41.48
L126	S 25°11'28"	40.38	L126S	S 25°11'28"	40.38
L127	S 48°00'04"	20.18	L127S	S 48°00'04"	20.18
L128	S 67°02'01"	27.69	L128S	S 67°02'01"	27.69
L129	S 76°37'44"	90.99	L129S	S 76°37'44"	90.99
L130	S 57°17'09"	42.57	L130S	S 57°17'09"	42.57
L131	S 40°47'54"	83.90	L131S	S 40°47'54"	83.90
L132	S 50°28'16"	34.99	L132S	S 50°28'16"	34.99
L133	S 62°21'29"	49.57	L133S	S 62°21'29"	49.57
L134	S 49°44'01"	54.79	L134S	S 49°44'01"	54.79
L135	S 23°02'13"	38.47	L135S	S 23°02'13"	38.47
L136	S 09°28'38"	73.82	L136S	S 09°28'38"	73.82
L137	S 43°51'00"	31.85	L137S	S 43°51'00"	31.85
L138	S 63°11'17"	28.56	L138S	S 63°11'17"	28.56
L139	S 69°34'28"	138.31	L139S	S 69°34'28"	138.31
L140	S 76°14'09"	36.21	L140S	S 76°14'09"	36.21
L141	S 53°29'33"	33.50	L141S	S 53°29'33"	33.50
L142	S 43°46'35"	53.12	L142S	S 43°46'35"	53.12
L143	S 41°39'55"	53.81	L143S	S 41°39'55"	53.81
L144	S 45°02'29"	63.87	L144S	S 45°02'29"	63.87
L145	S 39°18'35"	32.43	L145S	S 39°18'35"	32.43
L146	S 39°28'26"	54.92	L146S	S 39°28'26"	54.92
L147	S 54°46'24"	31.23	L147S	S 54°46'24"	31.23
L148	S 63°16'12"	159.71	L148S	S 63°16'12"	159.71
L149	S 60°24'54"	72.10	L149S	S 60°24'54"	72.10
L150	S 68°24'14"	45.47	L150S	S 68°24'14"	45.47
L151	S 33°33'14"	24.51	L151S	S 33°33'14"	24.51
L152	S 79°47'28"	13.24	L152S	S 79°47'28"	13.24
L153	S 81°47'44"	73.23	L153S	S 81°47'44"	73.23
L154	S 71°05'46"	19.18	L154S	S 71°05'46"	19.18
L155	S 59°24'02"	39.01	L155S	S 59°24'02"	39.01
L156	S 53°01'06"	147.20	L156S	S 53°01'06"	147.20
L157	S 59°19'45"	27.86	L157S	S 59°19'45"	27.86
L158	S 75°40'52"	25.55	L158S	S 75°40'52"	25.55
L159	S 89°37'28"	30.05	L159S	S 89°37'28"	30.05
L160	S 75°57'40"	29.67	L160S	S 75°57'40"	29.67
L161	S 70°16'31"	57.02	L161S	S 70°16'31"	57.02
L162	S 65°34'30"	68.30	L162S	S 65°34'30"	68.30
L163	S 79°21'52"	68.23	L163S	S 79°21'52"	68.23
L164	S 98°29'09"	53.38	L164S	S 98°29'09"	53.38
L165	S 87°58'26"	55.02	L165S	S 87°58'26"	55.02
L166	S 77°13'12"	34.52	L166S	S 77°13'12"	34.52
L167	S 65°18'13"	78.34	L167S	S 65°18'13"	78.34
L168	S 75°03'17"	39.99	L168S	S 75°03'17"	39.99
L169	S 85°32'56"	55.75	L169S	S 85°32'56"	55.75
L170	S 79°11'02"	26.49	L170S	S 79°11'02"	26.49
L171	S 51°05'33"	28.14	L171S	S 51°05'33"	28.14
L172	S 38°10'22"	69.82	L172S	S 38°10'22"	69.82
L173	S 37°38'59"	45.12	L173S	S 37°38'59"	45.12
L174	S 00°00'27"	22.38	L174S	S 00°00'27"	22.38
L175	S 08°53'35"	63.25	L175S	S 08°53'35"	63.25
L176	S 04°04'52"	27.85	L176S	S 04°04'52"	27.85
L177	S 19°20'10"	191.87	L177S	S 19°20'10"	191.87
L178	S 27°57'28"	34.96	L178S	S 27°57'28"	34.96
L179	S 35°53'01"	20.87	L179S	S 35°53'01"	20.87
L180	S 42°48'09"	31.49	L180S	S 42°48'09"	31.49
L181	S 55°16'15"	23.90	L181S	S 55°16'15"	23.90
L182	S 69°53'44"	40.28	L182S	S 69°53'44"	40.28
L183	S 74°14'20"	32.70	L183S	S 74°14'20"	32.70
L184	S 63°42'31"	36.54	L184S	S 63°42'31"	36.54
L185	S 67°57'54"	21.34	L185S	S 67°57'54"	21.34
L186	S 83°44'19"	17.40	L186S	S 83°44'19"	17.40
L187	S 79°09'57"	81.88	L187S	S 79°09'57"	81.88
L188</					

<b>Perry (068)</b>	Jan 1 Owner	Current Owner	<b>CEDAR CREEK &amp; HWY 128</b>		
<b>Tax Year 2024   Reappraisal 2021</b>	LITTLE CEDAR STANDS LLC	15 PROFESSIONAL CT SW	Ctrl Map:	Group:	Parcel:
	15 PROFESSIONAL CT SW	ROME GA 30165-2844	107		019.01
	ROME GA 30165-2844			PI:	SI:
					000

**Value Information**

<b>Land Market Value:</b>	\$848,700
<b>Improvement Value:</b>	\$0
<b>Total Market Appraisal:</b>	\$848,700
<b>Assessment Percentage:</b>	25%
<b>Assessment:</b>	\$212,175

**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> Z01
<b>District:</b> 01	<b>Number of Mobile Homes:</b> 0
<b>Number of Buildings:</b> 0	<b>Utilities - Electricity:</b> 00 - NONE
<b>Utilities - Water/Sewer:</b> 12 - NONE / NONE	<b>Zoning:</b>
<b>Utilities - Gas/Gas Type:</b> 00 - NONE	

**Outbuildings & Yard Items**

<b>Building #</b>	<b>Type</b>	<b>Description</b>	<b>Units</b>
-------------------	-------------	--------------------	--------------

**Sale Information**

Long Sale Information list on subsequent pages

**Land Information**

**Deed Acres:** 968.56      **Calculated Acres:**      **Total Land Units:** 968.56

<b>Land Code</b>	<b>Soil Class</b>	<b>Units</b>
62 - WOODLAND 2	P	964.76
62 - WOODLAND 2	G	3.80

**Sale Information**

Sale Date	Price	Book	Page	Vacant/Improved	Type Instrument	Qualification
12/28/2017	\$0	D26	609		-	-
12/19/2017	\$0	D26	578		-	-
12/19/2017	\$0	D26	588		QC - QUITCLAIM DEED	-
9/28/2016	\$11,825,000	D23	265	V - VACANT	WD - WARRANTY DEED	P - MULTIPLE PARCELS
12/19/2001	\$9,317,823	S22	212	I - IMPROVED	WD - WARRANTY DEED	P - MULTIPLE PARCELS
12/19/2001	\$0	S22	192		-	-
12/19/2001	\$0	S22	294		-	-
12/26/1986	\$0	G9	607		-	-

**QUIT-CLAIM DEED**

APPROVED BY PROPERTY ASSESSOR  
Map 107 Parcel 19.01  
Garry Homer, Assessor

For and in consideration of the sum of One (\$1.00) Dollar, cash in hand paid, together with other good and valuable consideration not herein mentioned, receipt of all of which is hereby acknowledged, **CONSOLIDATED TIMBERLANDS LLC, a Georgia limited liability company, ("Grantor")**, has this day bargained and sold and by these presents does hereby bargain, sell, transfer, quit-claim and convey unto **LITTLE CEDAR STANDS LLC, a Tennessee limited liability company, ("Grantee")**, its successors and assigns, the following described tract or parcel of land, lying and being in the **FIRST CIVIL DISTRICT of Perry County, Tennessee**, bounded and described as follows:

**MAP 107, PARCEL 19.01**

BEING AND LYING IN THE FIRST CIVIL DISTRICT OF PERRY COUNTY, TENNESSEE AND LYING NORTH OF MAYBERRY PRONG ROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning At A POINT IN THE CENTER OF MAYBERRY PRONG ROAD; SAID POINT BEING THE SOUTHEAST CORNER OF THE TRACT BEING DESCRIBED, AND THE SOUTHWEST CORNER OF STEPHEN THAGGARD; THENCE LEAVING THAGGARD WITH CENTER OF SAID ROAD, N 53°18'48" W For A Distance Of 217.25' To A POINT; THENCE N 53°41'07" W For A Distance Of 227.31' To A POINT; THENCE N 57°46'12" W For A Distance Of 149.43' To A POINT; THENCE N 61°34'38" W For A Distance Of 154.69' To A POINT; THENCE N 59°26'54" W For A Distance Of 115.71' To A POINT; THENCE N 63°25'51" W For A Distance Of 59.60' To A POINT; THENCE N 68°52'09" W For A Distance Of 108.70' To A POINT; THENCE N 71°35'52" W For A Distance Of 115.52' To A POINT; THENCE N 78°40'48" W For A Distance Of 68.21' To A POINT; SAID POINT BEING THE NORTHEAST CORNER OF MICHAEL SMITH ETUX; THENCE LEAVING SAID ROAD WITH SMITH, N 56°12'44" W, PASSING AN IRON PIN FOUND AT 38.52', IN ALL A Distance Of 201.96' To A POINT IN THE CENTER OF AN EXISTING ROADWAY; THENCE WITH CENTER OF SAID EXISTING ROADWAY AND CONTINUING WITH SMITH, N 46°16'40" W For A Distance Of 242.11' To A POINT; THENCE N 35°19'24" W For A Distance Of 117.91' To A POINT; THENCE N 25°13'26" W For A Distance Of 101.32' To A POINT; THENCE N 38°36'54" W For A Distance Of 171.89' To A POINT; THENCE N

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

59°51'04" W For A Distance Of 58.61' To A POINT; THENCE S 68°46'20" W For A Distance Of 74.42' To A POINT; THENCE S 87°43'42" W For A Distance Of 41.82' To A POINT; THENCE S 89°04'14" W For A Distance Of 87.09' To A POINT; THENCE N 80°22'23" W For A Distance Of 61.49' To A POINT; THENCE N 65°16'58" W For A Distance Of 67.58' To A POINT; THENCE N 46°07'39" W For A Distance Of 484.23' To A POINT; THENCE N 37°10'52" W For A Distance Of 106.95' To A POINT; THENCE N 34°29'04" W For A Distance Of 155.37' To A POINT; THENCE N 45°28'35" W For A Distance Of 86.62' To A POINT IN THE CENTER OF A BRANCH; THENCE LEAVING SAID ROADWAY WITH CENTER OF SAID BRANCH AND CONTINUING WITH SMITH, S 77°57'14" W For A Distance Of 4.82' To A POINT; THENCE N 48°27'27" W For A Distance Of 50.87' To A POINT; THENCE N 70°24'41" W For A Distance Of 87.49' To A POINT; THENCE S 85°06'37" W For A Distance Of 73.16' To A POINT IN THE CENTER OF A CREEK; THENCE WITH CENTER OF SAID CREEK AND CONTINUING WITH SMITH, S 82°31'45" W For A Distance Of 160.30' To A POINT; THENCE N 62°46'37" W For A Distance Of 52.65' To A POINT; THENCE N 64°04'01" W For A Distance Of 52.86' TO A POINT; SAID POINT BEING THE SOUTHEAST CORNER OF RAVINDRA PRASAD KOLLAPU ETUX, AND THE SOUTHERN MOST SOUTHWEST CORNER OF THE TRACT BEING DESCRIBED; THENCE LEAVING SAID CREEK WITH KOLLAPU, N 66°28'16" E, PASSING A 30" BEECH AT 65.91', IN ALL A Distance Of 382.50' To A 6" Beech; THENCE N 39°20'23" E For A Distance Of 266.70' To A 6" Beech; THENCE N 41°51'24" E For A Distance Of 25.86' To A 10" Beech; THENCE N 38°39'43" E For A Distance Of 173.63' To A 8" Elm; THENCE N 31°36'28" E For A Distance Of 105.91' To A 12" Ash; THENCE N 24°21'27" E For A Distance Of 98.57' To A 6" Maple; THENCE N 27°33'15" E For A Distance Of 541.21' To A 16" Oak; SAID TREE BEING THE NORTHEAST CORNER OF KOLLAPU; THENCE CONTINUING WITH KOLLAPU, N 61°08'37" W For A Distance Of 480.83' To A IRON PIN FOUND; SAID IRON PIN FOUND BEING THE NORTHERN MOST NORTHWEST CORNER OF KOLLAPU, AND THE NORTHEAST CORNER OF MARIA GRUITA ETVIR; THENCE WITH GRUITA, N 61°07'00" W For A Distance Of 243.05' To A POINT IN THE CENTER OF AN EXISTING ROADWAY; SAID POINT BEING THE NORTHERN MOST NORTHWEST CORNER OF GRUITA, AND THE NORTHEAST CORNER OF JOSUE PIERRE; THENCE LEAVING SAID EXISTING ROAD WITH PIERRE, N 61°09'56" W, PASSING AN IRON PIN FOUND AT 9.45', IN ALL A Distance Of 575.57' To A IRON PIN FOUND; SAID IRON PIN FOUND BEING THE NORTHWEST CORNER OF PIERRE, AND THE NORTHEAST CORNER OF JIMMY TUCKER; THENCE WITH TUCKER, N 60°20'27" W, PASSING THE CENTER OF AN EXISTING 50' NON-EXCLUSIVE R.O.W. AND UTILITIES EASEMENT (DEED BOOK F9, PAGE 340) AT 51.35' AND PASSING THE NORTHEAST CORNER OF RODNEY BREAUD ETUX,, IN ALL A Distance Of 970.51' To A IRON PIN FOUND (Acheson); SAID IRON PIN FOUND BEING THE NORTHWEST CORNER OF BREAUD, AND THE NORTHEAST CORNER OF BOBBY MCMORRIS; THENCE WITH MCMORRIS, N 59°19'23" W For A Distance Of 501.20' To A STEEL FENCE POST; SAID STEEL FENCE POST BEING THE NORTHWEST CORNER OF MCMORRIS, AND THE NORTHEAST CORNER OF JEREMY BREAUD; THENCE WITH BREAUD, N 56°43'51" W, PASSING THE NORTHEAST CORNER OF FLOYD HUFFMAN ETUX, For A Distance Of 1072.32' To A IRON PIN FOUND@ROCK PILE; SAID IRON PIN FOUND BEING THE NORTHWEST

CORNER OF HUFFMAN, AND THE EAST BOUNDARY OF ELIZABETH HOWELL TILLER; THENCE WITH TILLER, S 68°34'01" W For A Distance Of 116.76' To A IRON PIN FOUND; SAID IRON PIN FOUND BEING THE WESTERN MOST SOUTHWEST CORNER OF THE TRACT BEING DESCRIBED; THENCE CONTINUING WITH TILLER, N 10°35'33" W For A Distance Of 207.28' To A 6" Maple; THENCE N 11°09'32" E For A Distance Of 505.02' To A 20" White Oak; THENCE N 39°38'07" E For A Distance Of 696.77' To A 4" Dogwood; THENCE N 07°19'33" E For A Distance Of 567.82' To A IRON PIN FOUND; SAID IRON PIN FOUND BEING THE NORTHEAST CORNER OF TILLER; THENCE CONTINUING WITH TILLER, N 86°21'33" W For A Distance Of 84.27' To A IRON PIN FOUND; SAID IRON PIN FOUND BEING THE EASTERN MOST SOUTHEAST CORNER OF MORGAN LOMAX ETAL; THENCE WITH LOMAX, N 07°38'16" E For A Distance Of 596.64' To A IRON PIN FOUND@ROCK PILE; THENCE N 80°42'23" W For A Distance Of 86.77' To A IRON PIN FOUND@ROCK PILE; THENCE N 09°08'31" E For A Distance Of 213.14' To A 12" Cedar; SAID TREE BEING THE WESTERN MOST NORTHWEST CORNER OF THE TRACT BEING DESCRIBED, AND THE SOUTHWEST CORNER OF JEFFREY LYNDS; THENCE WITH LYNDS, N 67°50'06" E For A Distance Of 1489.22' To A IRON PIN FOUND@ROCK PILE; THENCE S 48°39'01" E For A Distance Of 302.51' To A 8" Cedar; THENCE S 59°54'54" E For A Distance Of 98.85' To A 14" Cedar; THENCE S 34°41'50" E For A Distance Of 147.77' To A 8" Hackberry; THENCE S 28°18'12" E For A Distance Of 57.47' To A 12" Oak; THENCE N 83°21'25" E For A Distance Of 98.68' To A 12" Cedar; THENCE N 58°29'19" E For A Distance Of 88.98' To A 12" Poplar; SAID TREE BEING THE SOUTHEAST CORNER OF LYNDS; THENCE CONTINUING WITH LYNDS, N 21°33'21" W For A Distance Of 422.99' To A 16" Cedar; THENCE N 17°20'33" W For A Distance Of 252.85' To A 12" Cedar; THENCE N 00°10'58" E For A Distance Of 314.43' To A 12" Gum; THENCE N 23°51'02" W For A Distance Of 96.04' To A 22" HACKBERRY; THENCE N 02°51'49" W, PASSING A 10" HICKORY AT 28.30', IN ALL A Distance Of 40.32' To A POINT IN THE CENTER OF A CREEK; SAID POINT BEING THE NORTHEAST CORNER OF LYNDS, THE NORTHERN MOST NORTHWEST CORNER OF THE TRACT BEING DESCRIBED, AND THE SOUTH BOUNDARY OF MARK HORNER; THENCE WITH CENTER OF SAID CREEK AND SOUTH BOUNDARY OF HORNER, N 82°01'15" E For A Distance Of 489.08' To A POINT; THENCE N 71°56'53" E For A Distance Of 422.76' To A POINT; THENCE N 73°37'04" E For A Distance Of 253.73' To A POINT; THENCE N 75°23'59" E For A Distance Of 88.93' To A POINT; THENCE LEAVING SAID CREEK CONTINUING WITH HORNER, S 75°10'37" E, PASSING A STEEL FENCE POST AT 111.24', IN ALL A Distance Of 956.53' To A STEEL FENCE POST; SAID STEEL FENCE POST BEING THE EAST BOUNDARY OF PAUL CULP; THENCE WITH CULP, S 07°00'19" W For A Distance Of 1211.02' To A 4" Maple; THENCE S 05°08'21" W For A Distance Of 279.51' To A CONCRETE MONUMENT; SAID CONCRETE MONUMENT BEING THE SOUTHWEST CORNER OF CULP; THENCE CONTINUING WITH CULP, S 81°34'54" E For A Distance Of 2140.77' To A STEEL FENCE POST; SAID STEEL FENCE POST BEING THE SOUTHEAST CORNER OF CULP; THENCE CONTINUING WITH CULP, N 29°26'29" E For A Distance Of 276.71' To A 6" Hickory; THENCE N 27°43'59" E For A Distance Of 372.71' To A STEEL FENCE POST; THENCE N 25°20'20" E, PASSING A 6" MAPLE AT 81.62', IN ALL A Distance Of 188.53' To A POINT IN THE CENTER OF A BRANCH; SAID POINT BEING THE SOUTHWEST CORNER OF EMANUEL EDWARDS;

THENCE WITH EDWARDS AND CENTER OF SAID BRANCH, S 51°07'36" E For A Distance Of 61.83' To A POINT; THENCE S 19°35'00" E For A Distance Of 36.70' To A POINT; THENCE S 35°25'11" E For A Distance Of 141.00' To A POINT; THENCE S 72°57'07" E For A Distance Of 95.79' To A POINT; THENCE S 72°12'13" E For A Distance Of 114.58' To A POINT; THENCE S 65°56'10" E For A Distance Of 83.51' To A POINT; THENCE S 53°15'22" E For A Distance Of 110.20' To A POINT; THENCE S 74°31'48" E For A Distance Of 49.08' To A POINT; THENCE N 83°47'08" E For A Distance Of 33.35' To A POINT; SAID POINT BEING THE SOUTHEAST CORNER OF EDWARDS, AND THE NORTHWEST CORNER OF CODY ALLEN; THENCE WITH ALLEN AND CONTINUING WITH CENTER OF SAID BRANCH, S 29°44'04" W For A Distance Of 48.57' To A POINT; THENCE S 49°42'32" W For A Distance Of 53.79' To A POINT; THENCE S 34°49'02" E For A Distance Of 102.87' To A POINT; THENCE S 03°04'46" W For A Distance Of 75.41' To A POINT; THENCE S 20°23'04" E For A Distance Of 201.87' To A POINT; THENCE S 43°54'37" E For A Distance Of 155.30' To A POINT; THENCE S 26°35'40" E For A Distance Of 218.00' To A POINT; THENCE S 54°33'59" E For A Distance Of 128.52' To A POINT; THENCE S 16°26'18" E For A Distance Of 73.89' To A POINT; THENCE S 12°59'20" E For A Distance Of 102.40' To A POINT; THENCE S 02°37'45" E For A Distance Of 55.62' To A POINT; THENCE S 12°58'25" E For A Distance Of 119.92' To A POINT; THENCE S 42°12'58" E For A Distance Of 231.48' To A POINT; THENCE S 78°00'38" E For A Distance Of 46.82' To A POINT; THENCE S 26°19'14" E For A Distance Of 165.63' To A POINT; THENCE S 25°22'58" E For A Distance Of 110.73' To A POINT; THENCE N 81°37'48" E For A Distance Of 10.69' To A POINT; SAID POINT BEING THE NORTH BOUNDARY OF BARRY CARROLL ETUX; THENCE LEAVING SAID BRANCH WITH CARROLL, S 18°58'12" E, PASSING A 8" HICKORY AT 15.28', IN ALL A Distance Of 65.74' To A 12" Walnut; THENCE S 59°15'00" W For A Distance Of 49.46' To A 8" Hickory; THENCE S 45°40'07" W For A Distance Of 390.92' To A STEEL FENCE POST; THENCE S 44°57'03" W For A Distance Of 182.99' To A 10" Beech; THENCE S 45°48'34" W For A Distance Of 207.99' To A 12" White Oak; THENCE S 46°18'48" W, PASSING A WOOD FENCE POST AT 100.19' IN ALL A Distance Of 116.32' To A POINT IN THE CENTER OF AN EXISTING ROADWAY; SAID POINT BEING THE NORTHWEST CORNER OF CARROLL; THENCE WITH CENTER OF SAID ROADWAY AND CONTINUING WITH CARROLL, S 12°00'14" E For A Distance Of 117.40' To A POINT; THENCE S 14°05'05" W For A Distance Of 44.29' To A POINT; THENCE S 40°38'48" W For A Distance Of 123.21' To A POINT; THENCE S 19°29'52" W For A Distance Of 16.22' To A POINT; THENCE S 20°49'10" E For A Distance Of 17.59' To A POINT; THENCE S 49°33'32" E For A Distance Of 44.39' To A POINT; THENCE S 43°36'59" E For A Distance Of 155.44' To A POINT; THENCE S 33°30'42" E For A Distance Of 152.40' To A POINT; THENCE S 26°11'17" E For A Distance Of 37.36' To A POINT; THENCE S 18°36'57" E For A Distance Of 28.89' To A POINT; THENCE S 02°09'33" W For A Distance Of 104.87' To A POINT; THENCE S 02°40'48" E For A Distance Of 137.76' To A POINT; THENCE S 14°21'57" W For A Distance Of 111.53' To A POINT; THENCE S 03°48'35" E For A Distance Of 80.43' To A POINT; THENCE S 19°02'01" E For A Distance Of 52.40' To A POINT; THENCE S 07°42'16" E For A Distance Of 53.96' To A POINT; THENCE S 02°14'23" W For A Distance Of 101.37' To A POINT; THENCE S 07°56'00" W For A Distance Of 37.62' To A POINT; THENCE S 22°15'53" W For A Distance Of 74.32' To A POINT; THENCE S 33°33'14" W For A Distance Of 254.11' To A POINT; THENCE S



21°06'03" W For A Distance Of 27.38' To A POINT; THENCE S 04°21'35" W For A Distance Of 46.79' To A POINT; THENCE S 10°51'21" E For A Distance Of 45.76' To A POINT; THENCE S 17°20'10" E For A Distance Of 30.39' To A POINT; THENCE S 19°12'59" E For A Distance Of 19.85' To A POINT; THENCE S 28°08'55" E For A Distance Of 64.38' To A POINT; THENCE S 40°51'58" E For A Distance Of 43.76' To A POINT; THENCE S 47°28'27" E For A Distance Of 58.69' To A IRON PIN FOUND; SAID IRON PIN FOUND BEING THE SOUTHWEST CORNER OF CARROLL, AND THE NORTHWEST CORNER OF GARY MOORE ETAL; THENCE WITH MOORE AND CONTINUING WITH CENTER OF SAID ROADWAY, S 46°58'46" E For A Distance Of 34.78' To A POINT; THENCE S 32°48'25" E For A Distance Of 64.75' To A POINT; THENCE S 41°17'07" E For A Distance Of 50.74' To A POINT; THENCE S 60°36'12" E For A Distance Of 53.73' To A POINT; THENCE S 46°52'38" E For A Distance Of 32.64' To A POINT; THENCE S 19°06'17" E For A Distance Of 54.87' To A POINT; THENCE S 12°02'48" E For A Distance Of 41.48' To A POINT; THENCE S 25°11'28" E For A Distance Of 40.33' To A POINT; THENCE S 46°00'04" E For A Distance Of 20.18' To A POINT; THENCE S 67°02'01" E For A Distance Of 27.69' To A POINT; THENCE S 76°37'44" E For A Distance Of 90.99' To A IRON PIN FOUND; SAID IRON PIN FOUND BEING THE SOUTHWEST CORNER OF MOORE (TM 118, P 13.00), AND THE NORTHWEST CORNER OF GARY MOORE (TM 118, P 7.00); THENCE WITH MOORE (TM 118, P 7.00) AND CONTINUING WITH CENTER OF SAID ROADWAY, S 57°17'09" E For A Distance Of 42.57' To A POINT; THENCE S 40°47'54" E For A Distance Of 83.90' To A POINT; THENCE S 50°28'16" E For A Distance Of 34.99' To A POINT; THENCE S 62°21'29" E For A Distance Of 49.57' To A POINT; THENCE S 49°44'01" E For A Distance Of 54.73' To A POINT; THENCE S 23°02'12" E For A Distance Of 38.47' To A POINT; THENCE S 09°28'38" E For A Distance Of 73.82' To A POINT; THENCE S 43°51'00" E For A Distance Of 31.85' To A POINT; THENCE S 63°11'17" E For A Distance Of 28.56' To A POINT; THENCE S 69°34'28" E For A Distance Of 138.31' To A POINT; THENCE S 76°14'09" E For A Distance Of 36.21' To A POINT; SAID POINT BEING THE SOUTHWEST CORNER OF MOORE (TM 118, P 7.00), AND THE NORTH BOUNDARY OF MACK TILLEY; THENCE WITH TILLEY AND CONTINUING WITH CENTER OF SAID ROADWAY, S 53°29'33" W For A Distance Of 33.50' To A POINT; THENCE S 43°46'35" W For A Distance Of 53.12' To A POINT; THENCE S 41°39'55" W For A Distance Of 53.61' To A POINT; THENCE S 45°02'29" W For A Distance Of 63.87' To A POINT; THENCE S 39°18'35" W For A Distance Of 32.43' To A POINT; THENCE S 39°28'26" W For A Distance Of 54.92' To A POINT; THENCE S 54°46'24" W For A Distance Of 31.23' To A POINT; THENCE S 63°16'12" W For A Distance Of 159.71' To A POINT; THENCE S 60°24'54" W For A Distance Of 72.10' To A POINT; THENCE S 68°24'14" W For A Distance Of 45.47' To A POINT; THENCE S 75°11'43" W For A Distance Of 24.51' To A POINT; THENCE S 79°47'29" W For A Distance Of 13.24' To A POINT; THENCE S 81°47'44" W For A Distance Of 73.23' To A POINT; THENCE S 71°05'46" W For A Distance Of 19.18' To A POINT; THENCE S 59°24'02" W For A Distance Of 39.01' To A POINT; THENCE S 53°01'08" W For A Distance Of 147.20' To A POINT; THENCE S 59°19'45" W For A Distance Of 27.86' To A POINT; THENCE S 75°40'52" W For A Distance Of 25.55' To A POINT; THENCE S 89°37'28" W For A Distance Of 30.05' To A POINT; THENCE N 75°57'40" W For A Distance Of 29.67' To A POINT; THENCE N 70°16'31" W For A Distance Of 57.02' To A POINT; THENCE N 65°34'30" W For A Distance Of 68.30' To A POINT; THENCE N 79°21'52" W For A Distance Of 66.23' To A POINT;

THENCE N 88°29'09" W For A Distance Of 53.26' To A POINT; THENCE N 87°58'26" W For A Distance Of 55.02' To A POINT; THENCE S 77°13'12" W For A Distance Of 34.52' To A POINT; THENCE S 65°18'13" W For A Distance Of 78.34' To A POINT; THENCE S 75°03'17" W For A Distance Of 39.99' To A POINT; THENCE S 85°32'56" W For A Distance Of 55.75' To A POINT; THENCE S 79°11'02" W For A Distance Of 26.49' To A POINT; THENCE S 51°05'33" W For A Distance Of 28.14' To A POINT; THENCE S 38°10'22" W For A Distance Of 69.82' To A POINT; THENCE S 37°38'59" W For A Distance Of 45.12' To A POINT; THENCE S 00°08'27" W For A Distance Of 22.38' To A POINT; THENCE S 06°53'35" E For A Distance Of 63.25' To A POINT; THENCE S 04°04'52" W For A Distance Of 27.65' To A POINT; THENCE S 19°20'10" W For A Distance Of 191.87' To A POINT; THENCE S 27°57'28" W For A Distance Of 34.96' To A POINT; THENCE S 35°53'01" W For A Distance Of 20.87' To A POINT; THENCE S 42°48'09" W For A Distance Of 31.49' To A POINT; THENCE S 55°16'15" W For A Distance Of 23.90' To A POINT; THENCE S 69°53'44" W For A Distance Of 40.28' To A POINT; THENCE S 74°14'20" W For A Distance Of 32.70' To A POINT; THENCE S 63°42'31" W For A Distance Of 36.54' To A POINT; THENCE S 67°57'54" W For A Distance Of 21.34' To A POINT; THENCE N 83°44'19" W For A Distance Of 17.40' To A POINT; THENCE N 79°09'57" W For A Distance Of 81.88' To A POINT; THENCE N 86°03'24" W For A Distance Of 20.64' To A POINT; THENCE S 81°00'43" W For A Distance Of 28.73' To A POINT; THENCE S 63°55'15" W For A Distance Of 35.22' To A POINT; THENCE S 48°32'15" W For A Distance Of 25.62' To A POINT; THENCE S 46°49'36" W For A Distance Of 47.57' To A POINT; THENCE S 51°32'39" W For A Distance Of 57.36' To A POINT; THENCE S 54°00'47" W For A Distance Of 136.52' To A POINT; THENCE S 55°25'26" W For A Distance Of 48.60' To A POINT; THENCE S 44°50'03" W For A Distance Of 41.31' To A POINT; THENCE S 24°29'19" W For A Distance Of 50.28' To A POINT; THENCE S 39°33'26" W For A Distance Of 52.58' To A POINT; THENCE S 47°42'54" W For A Distance Of 16.96' To A POINT; THENCE S 56°09'38" W For A Distance Of 46.97' To A POINT; THENCE S 44°03'35" W For A Distance Of 14.22' To A POINT; THENCE S 25°35'25" W For A Distance Of 44.40' To A POINT; THENCE S 15°53'18" W For A Distance Of 20.82' To A IRON PIN SET; SAID IRON PIN SET BEING THE SOUTHWEST CORNER OF TILLEY, AND THE NORTHWEST CORNER OF SCOTT KELSCH; THENCE LEAVING SAID ROADWAY WITH KELSCH, S 40°35'58" W For A Distance Of 76.11' To A IRON PIN FOUND (BREWER); THENCE S 65°34'46" W For A Distance Of 213.25' To A IRON PIN FOUND (BREWER); SAID IRON PIN FOUND BEING THE WESTERN MOST SOUTHWEST CORNER OF KELSCH; THENCE CONTINUING WITH KELSCH, S 42°20'16" E For A Distance Of 414.33' To A 12" Beech; SAID TREE BEING THE NORTHWEST CORNER OF STEPHEN THAGGARD; THENCE WITH THAGGARD, S 38°02'11" W, PASSING AN IRON PIN FOUND AT 958.07', IN ALL A Distance Of 983.44' To The Point Of Beginning And Containing 968.56 Acres AS SURVEYED BY KENNETH CARROLL, RLS TENNESSEE LICENSE NUMBER 1335, DECEMBER 15, 2017.

ALSO CONVEYED HEREIN IS AN EXISTING 50 FOOT IN WIDTH NON-EXCLUSIVE R.O.W. AND UTILITY EASEMENT AS RECORDED IN DEED BOOK F9, PAGE 340, IN THE REGISTER'S OFFICE OF PERRY COUNTY, TENNESSEE.

BEING A PORTION OF THE SAME PROPERTY AS CONVEYED TO CONSOLIDATED TIMBERLANDS LLC AS RECORDED IN DEED BOOK D23, PAGE 265 (ALL OF TRACTS 5 & 17), IN THE REGISTER'S OFFICE OF PERRY COUNTY, TENNESSEE.

This conveyance and instrument are made subject to that that certain Notice of Timber Conveyance of record at Book D26 page 518, Register's Office, Perry County, Tennessee.

EXECUTED this 19<sup>th</sup> day of December, 2017.

**CONSOLIDATED TIMBERLANDS, LLC,**  
**a Georgia limited liability company**

By: [Signature]  
Its: Manager

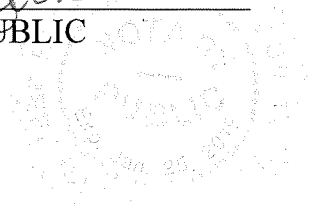
State of Georgia )  
County of Jeff Davis )

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared Zachary Johnson, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a Manager of **Consolidated Timberlands, LLC, a Georgia limited liability company**, the within named bargainer, and that he as such Manager, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such Manager.

WITNESS my hand and seal of office this 19<sup>th</sup> day of December, 2017.

[Signature]  
NOTARY PUBLIC

My commission expires: 1-25-2019



The name and address of the property owner is:

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

Little Cedar Stands LLC  
15 Professional Ct. SW  
Rome, GA 30165-2844

SAME

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

**BK/PG: D26/588-595**  
**17003348**



8 PGS:AL-QUITCLAIM DEED	
PATRICIA BATCH: 22518	
<b>12/27/2017 - 12:50 PM</b>	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	40.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	42.00

**AFFIDAVIT OF CONSIDERATION**

State of Georgia )  
County of Jeff Davis )

STATE OF TENNESSEE, PERRY COUNTY  
**PATRICIA W. BELL**  
REGISTERED CLERK

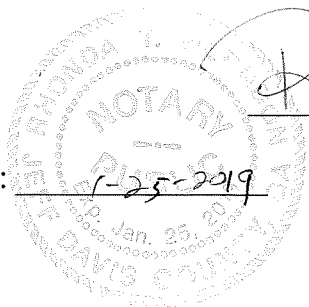
I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$ - 0 -, which amount is equal to or greater than the amount which property transferred would command at a fair, voluntary, sale.

[Signature]  
Affiant

Sworn to and subscribed before me on this 19<sup>th</sup> day of December, 2017.

[Signature]  
Notary Public

My commission expires: 1-25-2019



Remit Payment To:  
Looney & Chadwell Title Services, LLC  
156 Rector Avenue  
Crossville, TN 38555

**INVOICE**

Billed To:

Invoice No.:  
Invoice Date: December 13, 2017  
Please Pay Before: December 13, 2017  
Our File Number: 17-12-8084  
Your Reference Number:

Property:

Brief Legal:

, TN  
Perry County

DESCRIPTION	AMOUNT
Policy premium for Owner's	1,387.50
Binder Fee	35.00
<b>Invoice Total Amount Due</b>	<b>\$ 1,422.50</b>



# Fidelity National Title Insurance Company

## COMMITMENT FOR TITLE INSURANCE

Issued by

**Fidelity National Title Insurance Company**

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

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

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



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

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

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

Countersigned:

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

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



72C101 (6/06)

ALTA Commitment - 2006

Copyright American Land Title Association. All rights reserved. The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



## CONDITIONS

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

SCHEDULE A

Loan No.:

Title No.: 17-12-8084

File No.: 17-12-8084

1. Effective date: December 13, 2017 at 08:00 AM
2. Policy or Policies to be issued: Policy Amount
  - (a) Owner's Policy (ALTA Owner Policy) \$ 500,000.00  
Proposed Insured:  
Little Cedar Stands LLC
  - (b) Loan Policy  
Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment is:  
Fee Simple
4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:  
Consolidated Timberlands LLC
5. The land referred to in this Commitment is described as follows:  
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Looney & Chadwell Title Services, LLC

By:

Kenneth M. Chadwell, Authorized Agent



By:

ATTEST

*[Handwritten Signature]*  
*[Handwritten Signature]*

President

Secretary

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



**SCHEDULE B - SECTION I  
REQUIREMENTS**

The following are the requirements to be complied with:

1. Payment to or for the account of the sellers or mortgagors of the full consideration for the estate or interest to be insured.
2. Payment to the Company of the premiums, fees and charges for the policy.
3. Warranty Deed from Consolidated Timberlands LLC to Little Cedar Stands LLC, must be executed and duly filed of record.
4. Payment in full of the lien of Perry County real property taxes for 2018, not yet due nor payable on Map 107, Parcel 19.01. 2017 real property taxes were paid October 26, 2017 in the amount of \$4,651.00 on Receipt 1488.
5. Satisfaction and/or release of record of a lien evidenced by Trust Deed dated September 28, 2016, of record in Book 120, page 485, Register's Office, Perry County, Tennessee, securing \$950,000.00 to First Southern National Bank.
6. Satisfaction and/or release of record of a lien evidenced by Trust Deed dated September 28, 2016, of record in Book 120, page 528, Register's Office, Perry County, Tennessee, securing \$470,000.00 to Universal Guaranty Life Insurance Co.
7. Satisfaction and/or release of record of a lien evidenced by UCC Financing Statement dated October 31, 2016, of record in Book 120, page 753, Register's Office, Perry County, Tennessee, securing First Southern National Bank.
8. Satisfaction and/or release of record of a lien evidenced by UCC Financing Statement dated October 31, 2016, of record in Book 120, page 787, Register's Office, Perry County, Tennessee, securing Universal Guaranty Life Insurance Co.

**END OF SCHEDULE B - SECTION I**

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



**SCHEDULE B - SECTION II  
EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. All taxes, assessments and special assessments which are levied or shall become due and payable.
3. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping of improvements.
4. Any lien, or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Easements, liens or encumbrances or claims thereof, which are not shown by the public record.
6. Any facts, rights, or interest or claims which are not shown by the public record but which could be ascertained by an accurate survey of the land or by making inquiry of persons in possession thereof.
7. Water Rights as set forth in Deed of record in Deed Book G-8, page 183, Register's Office, Perry County, Tennessee.
8. Right of Way as set forth in Deed of record in Deed Book S-20, page 501, Register's Office, Perry County, Tennessee.
9. Quitclaim Deed and Boundary Confirmation Deed of record in Deed Book C-4, page 447, Register's Office, Perry County, Tennessee.
10. Right of Way Easement of record in Deed Book H-10, page 500, Register's Office, Perry County, Tennessee.
11. Rights, Easements, and conditions set forth in deed recorded in Deed Book Y-27, page 570, Register's Office, Perry County, Tennessee.
12. Rights of other in Right of Way and Utility Easement recorded in Deed Book F-9, page 340, Register's Office, Perry County, Tennessee.

**END OF SCHEDULE B - SECTION II**

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



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

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

MORG1217                      CONSOLIDATED TIMBERLANDS LLC  
968.56 ACRES

BEING AND LYING IN THE 1ST CIVIL DISTRICT OF PERRY COUNTY, TENNESSEE AND LYING NORTH OF MAYBERRY PRONG ROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning At A POINT IN THE CENTER OF MAYBERRY PRONG ROAD; SAID POINT BEING THE SOUTHEAST CORNER OF THE TRACT BEING DESCRIBED, AND THE SOUTHWEST CORNER OF STEPHEN THAGGARD; THENCE LEAVING THAGGARD WITH CENTER OF SAID ROAD, N 53°18'48" W For A Distance Of 217.25' To A POINT; THENCE N 53°41'07" W For A Distance Of 227.31' To A POINT; THENCE N 57°46'12" W For A Distance Of 149.43' To A POINT; THENCE N 61°34'38" W For A Distance Of 154.69' To A POINT; THENCE N 59°26'54" W For A Distance Of 115.71' To A POINT; THENCE N 63°25'51" W For A Distance Of 59.60' To A POINT; THENCE N 68°52'09" W For A Distance Of 108.70' To A POINT; THENCE N 71°35'52" W For A Distance Of 115.52' To A POINT; THENCE N 78°40'48" W For A Distance Of 68.21' To A POINT; SAID POINT BEING THE NORTHEAST CORNER OF MICHAEL SMITH ETUX; THENCE LEAVING SAID ROAD WITH SMITH, N 56°12'44" W, PASSING AN IRON PIN FOUND AT 38.52', IN ALL A Distance Of 201.96' To A POINT IN THE CENTER OF AN EXISTING ROADWAY; THENCE WITH CENTER OF SAID EXISTING ROADWAY AND CONTINUING WITH SMITH, N 46°16'40" W For A Distance Of 242.11' To A POINT; THENCE N 35°19'24" W For A Distance Of 117.91' To A POINT; THENCE N 25°13'26" W For A Distance Of 101.32' To A POINT; THENCE N 38°36'54" W For A Distance Of 171.89' To A POINT; THENCE N 59°51'04" W For A Distance Of 58.61' To A POINT; THENCE S 68°46'20" W For A Distance Of 74.42' To A POINT; THENCE S 87°43'42" W For A Distance Of 41.82' To A POINT; THENCE S 89°04'14" W For A Distance Of 87.09' To A POINT; THENCE N 80°22'23" W For A Distance Of 61.49' To A POINT; THENCE N 65°16'58" W For A Distance Of 67.58' To A POINT; THENCE N 46°07'39" W For A Distance Of 484.23' To A POINT; THENCE N 37°10'52" W For A Distance Of 106.95' To A POINT; THENCE N 34°29'04" W For A Distance Of 155.37' To A POINT; THENCE N 45°28'35" W For A Distance Of 86.62' To A POINT IN THE CENTER OF A BRANCH; THENCE LEAVING SAID ROADWAY WITH CENTER OF SAID BRANCH AND CONTINUING WITH SMITH, S 77°57'14" W For A Distance Of 4.82' To A POINT; THENCE N 48°27'27" W For A Distance Of 50.87' To A POINT; THENCE N 70°24'41" W For A Distance Of 87.49' To A POINT; THENCE S 85°06'37" W For A Distance Of 73.16' To A POINT IN THE CENTER OF A CREEK; THENCE WITH CENTER OF SAID CREEK AND CONTINUING WITH SMITH, S 82°31'45" W For A Distance Of 160.30' To A POINT; THENCE N 62°46'37" W For A Distance Of 52.65' To A POINT; THENCE N 64°04'01" W For A Distance Of 52.86' To A POINT; SAID POINT BEING THE SOUTHEAST CORNER OF RAVINDRA PRASAD KOLLAPU ETUX, AND THE SOUTHERN MOST SOUTHWEST CORNER OF THE TRACT BEING DESCRIBED; THENCE LEAVING SAID CREEK WITH KOLLAPU, N 66°28'16" E, PASSING A 30" BEECH AT 65.91', IN ALL A Distance Of 382.50' To A 6" Beech; THENCE N 39°20'23" E For A Distance Of 266.70' To A 6" Beech; THENCE N 41°51'24" E For A Distance Of 25.86' To A 10" Beech; THENCE N 38°39'43" E For A Distance Of 173.63' To A 8" Elm; THENCE N 31°36'28" E For A Distance Of 105.91' To A 12" Ash; THENCE N 24°21'27" E For A Distance Of 98.57' To A 6" Maple; THENCE N 27°33'15" E For A Distance Of 541.21' To A 16" Oak; SAID TREE BEING THE NORTHEAST CORNER OF KOLLAPU; THENCE CONTINUING WITH KOLLAPU, N 61°08'37" W For A Distance Of 480.83' To A IRON PIN FOUND; SAID IRON PIN FOUND BEING THE NORTHERN MOST NORTHWEST CORNER OF KOLLAPU, AND THE NORTHEAST CORNER OF MARIA GRUITA ETVIR; THENCE WITH GRUITA, N 61°07'00" W For A Distance Of 243.05' To A POINT IN THE CENTER OF AN EXISTING ROADWAY; SAID POINT BEING THE NORTHERN MOST NORTHWEST CORNER OF GRUITA, AND THE NORTHEAST CORNER OF JOSUE PIERRE; THENCE LEAVING SAID EXISTING ROAD WITH PIERRE, N 61°09'56" W, PASSING AN IRON PIN FOUND AT 9.45', IN ALL A Distance Of 575.57' To A IRON PIN FOUND; SAID IRON PIN FOUND BEING THE NORTHWEST CORNER OF PIERRE, AND THE NORTHEAST CORNER OF JIMMY TUCKER; THENCE WITH TUCKER, N 60°20'27" W, PASSING THE CENTER OF AN EXISTING 50' NON-EXCLUSIVE R.O.W. AND UTILITIES EASEMENT (DEED BOOK F9, PAGE 340) AT 51.35' AND PASSING THE NORTHEAST CORNER OF RODNEY BREAUD ETUX, IN ALL A Distance Of 970.51' To A IRON PIN FOUND (Acheson); SAID IRON PIN FOUND BEING THE NORTHWEST CORNER OF BREAUD, AND THE NORTHEAST CORNER OF BOBBY MCMORRIS; THENCE WITH MCMORRIS, N 59°19'23" W For A Distance Of 501.20' To A STEEL FENCE POST; SAID STEEL FENCE POST BEING THE NORTHWEST CORNER OF MCMORRIS, AND THE NORTHEAST CORNER

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

OF JEREMY BREAUD; THENCE WITH BREAUD, N 56°43'51" W, PASSING THE NORTHEAST CORNER OF FLOYD HUFFMAN ETUX, For A Distance Of 1072.32' To A IRON PIN FOUND@ROCK PILE; SAID IRON PIN FOUND BEING THE NORTHWEST CORNER OF HUFFMAN, AND THE EAST BOUNDARY OF ELIZABETH HOWELL TILLER; THENCE WITH TILLER, S 68°34'01" W For A Distance Of 116.76' To A IRON PIN FOUND; SAID IRON PIN FOUND BEING THE WESTERN MOST SOUTHWEST CORNER OF THE TRACT BEING DESCRIBED; THENCE CONTINUING WITH TILLER, N 10°35'33" W For A Distance Of 207.28' To A 6" Maple; THENCE N 11°09'32" E For A Distance Of 505.02' To A 20" White Oak; THENCE N 39°38'07" E For A Distance Of 696.77' To A 4" Dogwood; THENCE N 07°19'33" E For A Distance Of 567.82' To A IRON PIN FOUND; SAID IRON PIN FOUND BEING THE NORTHEAST CORNER OF TILLER; THENCE CONTINUING WITH TILLER, N 86°21'33" W For A Distance Of 84.27' To A IRON PIN FOUND; SAID IRON PIN FOUND BEING THE EASTERN MOST SOUTHWEST CORNER OF MORGAN LOMAX ETAL; THENCE WITH LOMAX, N 07°38'16" E For A Distance Of 596.64' To A IRON PIN FOUND@ROCK PILE; THENCE N 80°42'23" W For A Distance Of 86.77' To A IRON PIN FOUND@ROCK PILE; THENCE N 09°08'31" E For A Distance Of 213.14' To A 12" Cedar; SAID TREE BEING THE WESTERN MOST NORTHWEST CORNER OF THE TRACT BEING DESCRIBED, AND THE SOUTHWEST CORNER OF JEFFREY LYNDS; THENCE WITH LYNDS, N 67°50'06" E For A Distance Of 1489.22' To A IRON PIN FOUND@ROCK PILE; THENCE S 48°39'01" E For A Distance Of 302.51' To A 8" Cedar; THENCE S 59°54'54" E For A Distance Of 98.85' To A 14" Cedar; THENCE S 34°41'50" E For A Distance Of 147.77' To A 8" Hackberry; THENCE S 28°18'12" E For A Distance Of 57.47' To A 12" Oak; THENCE N 83°21'25" E For A Distance Of 98.68' To A 12" Cedar; THENCE N 58°29'19" E For A Distance Of 88.98' To A 12" Poplar; SAID TREE BEING THE SOUTHWEST CORNER OF LYNDS; THENCE CONTINUING WITH LYNDS, N 21°33'21" W For A Distance Of 422.99' To A 16" Cedar; THENCE N 17°20'33" W For A Distance Of 252.85' To A 12" Cedar; THENCE N 00°10'58" E For A Distance Of 314.43' To A 12" Gum; THENCE N 23°51'02" W For A Distance Of 96.04' To A 22" HACKBERRY; THENCE N 02°51'49" W, PASSING A 10" HICKORY AT 28.30', IN ALL A Distance Of 40.32' To A POINT IN THE CENTER OF A CREEK; SAID POINT BEING THE NORTHEAST CORNER OF LYNDS, THE NORTHERN MOST NORTHWEST CORNER OF THE TRACT BEING DESCRIBED, AND THE SOUTH BOUNDARY OF MARK HORNER; THENCE WITH CENTER OF SAID CREEK AND SOUTH BOUNDARY OF HORNER, N 82°01'15" E For A Distance Of 489.08' To A POINT; THENCE N 71°56'53" E For A Distance Of 422.76' To A POINT; THENCE N 73°37'04" E For A Distance Of 253.73' To A POINT; THENCE N 75°23'59" E For A Distance Of 88.93' To A POINT; THENCE LEAVING SAID CREEK CONTINUING WITH HORNER, S 75°10'37" E, PASSING A STEEL FENCE POST AT 111.24', IN ALL A Distance Of 956.53' To A STEEL FENCE POST; SAID STEEL FENCE POST BEING THE EAST BOUNDARY OF PAUL CULP; THENCE WITH CULP, S 07°00'19" W For A Distance Of 1211.02' To A 4" Maple; THENCE S 05°08'21" W For A Distance Of 279.51' To A CONCRETE MONUMENT; SAID CONCRETE MONUMENT BEING THE SOUTHWEST CORNER OF CULP; THENCE CONTINUING WITH CULP, S 81°34'54" E For A Distance Of 2140.77' To A STEEL FENCE POST; SAID STEEL FENCE POST BEING THE SOUTHWEST CORNER OF CULP; THENCE CONTINUING WITH CULP, N 29°26'29" E For A Distance Of 276.71' To A 6" Hickory; THENCE N 27°43'59" E For A Distance Of 372.71' To A STEEL FENCE POST; THENCE N 25°20'20" E, PASSING A 6" MAPLE AT 81.62', IN ALL A Distance Of 188.53' To A POINT IN THE CENTER OF A BRANCH; SAID POINT BEING THE SOUTHWEST CORNER OF EMANUEL EDWARDS; THENCE WITH EDWARDS AND CENTER OF SAID BRANCH, S 51°07'36" E For A Distance Of 61.83' To A POINT; THENCE S 19°35'00" E For A Distance Of 36.70' To A POINT; THENCE S 35°25'11" E For A Distance Of 141.00' To A POINT; THENCE S 72°57'07" E For A Distance Of 95.79' To A POINT; THENCE S 72°12'13" E For A Distance Of 114.58' To A POINT; THENCE S 65°56'10" E For A Distance Of 83.51' To A POINT; THENCE S 53°15'22" E For A Distance Of 110.20' To A POINT; THENCE S 74°31'48" E For A Distance Of 49.08' To A POINT; THENCE N 83°47'08" E For A Distance Of 33.35' To A POINT; SAID POINT BEING THE SOUTHWEST CORNER OF EDWARDS, AND THE NORTHWEST CORNER OF CODY ALLEN; THENCE WITH ALLEN AND CONTINUING WITH CENTER OF SAID BRANCH, S 29°44'04" W For A Distance Of 48.57' To A POINT; THENCE S 49°42'32" W For A Distance Of 53.79' To A POINT; THENCE S 34°49'02" E For A Distance Of 102.87' To A POINT; THENCE S 03°04'46" W For A Distance Of 75.41' To A POINT; THENCE S 20°23'04" E For A Distance Of 201.87' To A POINT; THENCE S 43°54'37" E For A Distance Of 155.30' To A POINT; THENCE S 26°35'40" E For A Distance Of 218.00' To A POINT; THENCE S 54°33'59" E For A Distance Of 128.52' To A POINT; THENCE S 16°26'18" E For A Distance Of 73.89' To A POINT; THENCE S 12°59'20" E For A Distance Of 102.40' To A POINT; THENCE S 02°37'45" E For A Distance Of 55.62' To A POINT; THENCE S 12°58'25" E For A Distance Of 119.92' To A POINT; THENCE S 42°12'58" E For A Distance Of 231.48' To A POINT; THENCE S 78°00'38" E For A Distance Of 46.82' To A POINT; THENCE S 26°19'14" E For A Distance

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

Of 165.63' To A POINT; THENCE S 25°22'58" E For A Distance Of 110.73' To A POINT; THENCE N 81°37'48" E For A Distance Of 10.69' To A POINT; SAID POINT BEING THE NORTH BOUNDARY OF BARRY CARROLL ETUX; THENCE LEAVING SAID BRANCH WITH CARROLL, S 18°58'12" E, PASSING A 8" HICKORY AT 15.28', IN ALLA Distance Of 65.74' To A 12" Walnut; THENCE S 59°15'00" W For A Distance Of 49.46' To A 8" Hickory; THENCE S 45°40'07" W For A Distance Of 390.92' To A STEEL FENCE POST; THENCE S 44°57'03" W For A Distance Of 182.99' To A 10" Beech; THENCE S 45°48'34" W For A Distance Of 207.99' To A 12" White Oak; THENCE S 46°18'48" W, PASSING A WOOD FENCE POST AT 100.19' IN ALLA Distance Of 116.32' To A POINT IN THE CENTER OF AN EXISTING ROADWAY; SAID POINT BEING THE NORTHWEST CORNER OF CARROLL; THENCE WITH CENTER OF SAID ROADWAY AND CONTINUING WITH CARROLL, S 12°00'14" E For A Distance Of 117.40' To A POINT; THENCE S 14°05'05" W For A Distance Of 44.29' To A POINT; THENCE S 40°38'48" W For A Distance Of 123.21' To A POINT; THENCE S 19°29'52" W For A Distance Of 16.22' To A POINT; THENCE S 20°49'10" E For A Distance Of 17.59' To A POINT; THENCE S 49°33'32" E For A Distance Of 44.39' To A POINT; THENCE S 43°36'59" E For A Distance Of 155.44' To A POINT; THENCE S 33°30'42" E For A Distance Of 152.40' To A POINT; THENCE S 26°11'17" E For A Distance Of 37.36' To A POINT; THENCE S 18°36'57" E For A Distance Of 28.89' To A POINT; THENCE S 02°09'33" W For A Distance Of 104.87' To A POINT; THENCE S 02°40'48" E For A Distance Of 137.76' To A POINT; THENCE S 14°21'57" W For A Distance Of 111.53' To A POINT; THENCE S 03°48'35" E For A Distance Of 80.43' To A POINT; THENCE S 19°02'01" E For A Distance Of 52.40' To A POINT; THENCE S 07°42'16" E For A Distance Of 53.96' To A POINT; THENCE S 02°14'23" W For A Distance Of 101.37' To A POINT; THENCE S 07°56'00" W For A Distance Of 37.62' To A POINT; THENCE S 22°15'53" W For A Distance Of 74.32' To A POINT; THENCE S 33°33'14" W For A Distance Of 254.11' To A POINT; THENCE S 21°06'03" W For A Distance Of 27.38' To A POINT; THENCE S 04°21'35" W For A Distance Of 46.79' To A POINT; THENCE S 10°51'21" E For A Distance Of 45.76' To A POINT; THENCE S 17°20'10" E For A Distance Of 30.39' To A POINT; THENCE S 19°12'59" E For A Distance Of 19.85' To A POINT; THENCE S 28°08'55" E For A Distance Of 64.38' To A POINT; THENCE S 40°51'58" E For A Distance Of 43.76' To A POINT; THENCE S 47°28'27" E For A Distance Of 58.69' To A IRON PIN FOUND; SAID IRON PIN FOUND BEING THE SOUTHWEST CORNER OF CARROLL, AND THE NORTHWEST CORNER OF GARY MOORE ETAL; THENCE WITH MOORE AND CONTINUING WITH CENTER OF SAID ROADWAY, S 46°58'46" E For A Distance Of 34.78' To A POINT; THENCE S 32°48'25" E For A Distance Of 64.75' To A POINT; THENCE S 41°17'07" E For A Distance Of 50.74' To A POINT; THENCE S 60°36'12" E For A Distance Of 53.73' To A POINT; THENCE S 46°52'38" E For A Distance Of 32.64' To A POINT; THENCE S 19°06'17" E For A Distance Of 54.87' To A POINT; THENCE S 12°02'48" E For A Distance Of 41.48' To A POINT; THENCE S 25°11'28" E For A Distance Of 40.33' To A POINT; THENCE S 46°00'04" E For A Distance Of 20.18' To A POINT; THENCE S 67°02'01" E For A Distance Of 27.69' To A POINT; THENCE S 76°37'44" E For A Distance Of 90.99' To A IRON PIN FOUND; SAID IRON PIN FOUND BEING THE SOUTHWEST CORNER OF MOORE (TM 118, P 13.00), AND THE NORTHWEST CORNER OF GARY MOORE (TM 118, P 7.00); THENCE WITH MOORE (TM 118, P 7.00) AND CONTINUING WITH CENTER OF SAID ROADWAY, S 57°17'09" E For A Distance Of 42.57' To A POINT; THENCE S 40°47'54" E For A Distance Of 83.90' To A POINT; THENCE S 50°28'16" E For A Distance Of 34.99' To A POINT; THENCE S 62°21'29" E For A Distance Of 49.57' To A POINT; THENCE S 49°44'01" E For A Distance Of 54.73' To A POINT; THENCE S 23°02'12" E For A Distance Of 38.47' To A POINT; THENCE S 09°28'38" E For A Distance Of 73.82' To A POINT; THENCE S 43°51'00" E For A Distance Of 31.85' To A POINT; THENCE S 63°11'17" E For A Distance Of 28.56' To A POINT; THENCE S 69°34'28" E For A Distance Of 138.31' To A POINT; THENCE S 76°14'09" E For A Distance Of 36.21' To A POINT; SAID POINT BEING THE SOUTHWEST CORNER OF MOORE (TM 118, P 7.00), AND THE NORTH BOUNDARY OF MACK TILLEY; THENCE WITH TILLEY AND CONTINUING WITH CENTER OF SAID ROADWAY, S 53°29'33" W For A Distance Of 33.50' To A POINT; THENCE S 43°46'35" W For A Distance Of 53.12' To A POINT; THENCE S 41°39'55" W For A Distance Of 53.61' To A POINT; THENCE S 45°02'29" W For A Distance Of 63.87' To A POINT; THENCE S 39°18'35" W For A Distance Of 32.43' To A POINT; THENCE S 39°28'26" W For A Distance Of 54.92' To A POINT; THENCE S 54°46'24" W For A Distance Of 31.23' To A POINT; THENCE S 63°16'12" W For A Distance Of 159.71' To A POINT; THENCE S 60°24'54" W For A Distance Of 72.10' To A POINT; THENCE S 68°24'14" W For A Distance Of 45.47' To A POINT; THENCE S 75°11'43" W For A Distance Of 24.51' To A POINT; THENCE S 79°47'29" W For A Distance Of 13.24' To A POINT; THENCE S 81°47'44" W For A Distance Of 73.23' To A POINT; THENCE S 71°05'46" W For A Distance Of 19.18' To A POINT; THENCE S 59°24'02" W For A Distance Of 39.01' To A POINT; THENCE S 53°01'08" W For A Distance Of 147.20' To A POINT; THENCE S 59°19'45" W For A Distance Of 27.86' To A POINT; THENCE S 75°40'52" W For A Distance Of 25.55' To A POINT; THENCE S 89°37'28" W For A Distance Of 30.05' To A POINT; THENCE N 75°57'40"

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

W For A Distance Of 29.67' To A POINT; THENCE N 70°16'31" W For A Distance Of 57.02' To A POINT; THENCE N 65°34'30" W For A Distance Of 68.30' To A POINT; THENCE N 79°21'52" W For A Distance Of 66.23' To A POINT; THENCE N 88°29'09" W For A Distance Of 53.26' To A POINT; THENCE N 87°58'26" W For A Distance Of 55.02' To A POINT; THENCE S 77°13'12" W For A Distance Of 34.52' To A POINT; THENCE S 65°18'13" W For A Distance Of 78.34' To A POINT; THENCE S 75°03'17" W For A Distance Of 39.99' To A POINT; THENCE S 85°32'56" W For A Distance Of 55.75' To A POINT; THENCE S 79°11'02" W For A Distance Of 26.49' To A POINT; THENCE S 51°05'33" W For A Distance Of 28.14' To A POINT; THENCE S 38°10'22" W For A Distance Of 69.82' To A POINT; THENCE S 37°38'59" W For A Distance Of 45.12' To A POINT; THENCE S 00°08'27" W For A Distance Of 22.38' To A POINT; THENCE S 06°53'35" E For A Distance Of 63.25' To A POINT; THENCE S 04°04'52" W For A Distance Of 27.65' To A POINT; THENCE S 19°20'10" W For A Distance Of 191.87' To A POINT; THENCE S 27°57'28" W For A Distance Of 34.96' To A POINT; THENCE S 35°53'01" W For A Distance Of 20.87' To A POINT; THENCE S 42°48'09" W For A Distance Of 31.49' To A POINT; THENCE S 55°16'15" W For A Distance Of 23.90' To A POINT; THENCE S 69°53'44" W For A Distance Of 40.28' To A POINT; THENCE S 74°14'20" W For A Distance Of 32.70' To A POINT; THENCE S 63°42'31" W For A Distance Of 36.54' To A POINT; THENCE S 67°57'54" W For A Distance Of 21.34' To A POINT; THENCE N 83°44'19" W For A Distance Of 17.40' To A POINT; THENCE N 79°09'57" W For A Distance Of 81.88' To A POINT; THENCE N 86°03'24" W For A Distance Of 20.64' To A POINT; THENCE S 81°00'43" W For A Distance Of 28.73' To A POINT; THENCE S 63°55'15" W For A Distance Of 35.22' To A POINT; THENCE S 48°32'15" W For A Distance Of 25.62' To A POINT; THENCE S 46°49'36" W For A Distance Of 47.57' To A POINT; THENCE S 51°32'39" W For A Distance Of 57.36' To A POINT; THENCE S 54°00'47" W For A Distance Of 136.52' To A POINT; THENCE S 55°25'26" W For A Distance Of 48.60' To A POINT; THENCE S 44°50'03" W For A Distance Of 41.31' To A POINT; THENCE S 24°29'19" W For A Distance Of 50.28' To A POINT; THENCE S 39°33'26" W For A Distance Of 52.58' To A POINT; THENCE S 47°42'54" W For A Distance Of 16.96' To A POINT; THENCE S 56°09'38" W For A Distance Of 46.97' To A POINT; THENCE S 44°03'35" W For A Distance Of 14.22' To A POINT; THENCE S 25°35'25" W For A Distance Of 44.40' To A POINT; THENCE S 15°53'18" W For A Distance Of 20.82' To A IRON PIN SET; SAID IRON PIN SET BEING THE SOUTHWEST CORNER OF TILLEY, AND THE NORTHWEST CORNER OF SCOTT KELSCH; THENCE LEAVING SAID ROADWAY WITH KELSCH, S 40°35'58" W For A Distance Of 76.11' To A IRON PIN FOUND (BREWER); THENCE S 65°34'46" W For A Distance Of 213.25' To A IRON PIN FOUND (BREWER); SAID IRON PIN FOUND BEING THE WESTERN MOST SOUTHWEST CORNER OF KELSCH; THENCE CONTINUING WITH KELSCH, S 42°20'16" E For A Distance Of 414.33' To A 12" Beech; SAID TREE BEING THE NORTHWEST CORNER OF STEPHEN THAGGARD; THENCE WITH THAGGARD, S 38°02'11" W, PASSING AN IRON PIN FOUND AT 958.07', IN ALL A Distance Of 983.44' To The Point Of Beginning And Containing 968.56 Acres AS SURVEYED BY KENNETH CARROLL, RLS TENNESSEE LICENSE NUMBER 1335, DECEMBER 15, 2017.

ALSO CONVEYED HEREIN IS AN EXISTING 50 FOOT IN WIDTH NON-EXCLUSIVE R.O.W. AND UTILITY EASEMENT AS RECORDED IN DEED BOOK F9, PAGE 340, IN THE REGISTER'S OFFICE OF PERRY COUNTY, TENNESSEE.

BEING A PORTION OF THE SAME PROPERTY AS CONVEYED TO CONSOLIDATED TIMBERLANDS LLC AS RECORDED IN DEED BOOK D23, PAGE 265 (ALL OF TRACTS 5 & 17), IN THE REGISTER'S OFFICE OF PERRY COUNTY, TENNESSEE.

Tax Parcel Identification Number: 19.01