

PRELIMINARY TITLE OPINION

TO: Tommy L. Graham

FROM: Wood Law Offices, P.C., Hannah Wood Lee, Attorney at Law, Parsons, Tennessee

RE: Real Estate owned by Tommy L. Graham
Map 037, Parcels 003.00 and 004.00
Map 044, Parcels 001.01 and 002.00

The undersigned hereby certifies that based upon a personal examination of the public records in the Register's Office, the County Trustee's Office, the Clerk and Master's Office and Circuit Court Clerk's Office of Decatur County, Tennessee, on the 24th day of August, 2016, at 1:00 o'clock P.M., the fee simple title is vested in Tommy L. Graham, of record as hereinafter set forth in the property description.

SEE EXHIBIT A ATTACHED

ENCUMBRANCES AND EXCEPTIONS

1. Taxes: Taxes for the year 2015 were reported paid in the following amounts: \$1,909.00 (Map 037, Parcel 003.00), \$1,073.00 (Map 037, Parcel 004.00), \$3,157.00 (Map 044, Parcel 001.01), and \$4,150.00 (Map 044, Parcel 002.00) by the Trustee's Office of Decatur County, Tennessee. If improvements are completed after January 1 of any year, the law requires supplemental assessment for the year in which improvements are completed as defined by statute. We assume no liability for taxes assessed by correction pursuant to the provisions of Section 67-5-603, *et seq.*, Tenn. Code Ann.

2. Mortgages, Liens, Easements, Etc.: No conveyances for mortgages, liens or easements were found on the books and records of the Register's Office of Decatur County, Tennessee, that were not previously released, except:

A) Deed of Trust executed by Tommy L. Graham and wife, Euletta Joan Graham to T. Mike Estes, Trustee, of record in Book 269, Page 462, dated September 12, 2011, filed September 23, 2011, to secure to Farn Credit Services of Mid-America, FLCA, an indebtedness in the amount of \$4,500,000.00, and any other sums which may be and become payable under the terms thereof, including but not limited to principal, interest and service fees.

B) This property is subject to an Agreement (Deed Establishing A Boundary) filed April 30, 2010, in Book 258, Page 165, Register's Office of Decatur County, Tennessee.

C) Greenbelt of record in Book 228, Page 831, Register's Office of Decatur County, Tennessee.

D) Greenbelt of record in Book 228, Page 830, Register's Office of Decatur County, Tennessee.

E) Greenbelt of record in Book 228, Page 829, Register's Office of Decatur County, Tennessee.

EXHIBIT A

TRACT NO. 1:

A tract of land located in the Seventh Civil District, Decatur County, Tennessee and being more particularly described as follows:

Begin at a concrete monument with a brass disk stamped "204-12", being the corner number assigned to this monument, as found on the east line of Glen Odle, et al (Deed Book 132, Page 159), said point being located on south line of the Tennessee National Wildlife Refuge (Busselltown Unit), said point being located at coordinates of North=478,600.00 feet and East= 1,384,419.00 feet in the Tennessee State Plane Coordinate System (NAD-27), and running thence with the grid of said coordinate system and the south line of the Wildlife Refuge, North 59 degrees 05 minutes 36 seconds East, 815.23 feet, to a concrete monument with disk stamped "204-11"; thence, North 00 degrees 11 minutes 47 seconds East, 551.85 feet, to a ½ inch iron pipe found; thence, South 66 degrees 37 minutes 31 seconds East, 537.00 feet, to a ½ inch iron pipe found; thence, North 55 degrees 19 minutes 36 seconds East, 450.00 feet, to a ½ inch iron pipe found; thence, North 32 degrees 31 minutes 51 seconds East, 758.70 feet, to a concrete monument with disk stamped "204-7"; thence North 87 degrees 11 minutes 13 seconds East, 748.92 feet, to a concrete monument with disk stamped "204-6" thence, North 01 degrees 15 minutes 53 seconds East, 829.84 feet, to a ½ inch iron pipe found; thence, North 83 degrees 42 minutes 21 seconds East, 371.64 feet to a ½ inch iron pipe found; thence, South 18 degrees 14 minutes 38 seconds East, 794.32 feet, to a ½ inch iron pipe found; thence, South 67 degrees 11 minutes 19 seconds East, 612.48 feet, to a ½ inch pipe found; thence, South 16 degrees 58 minutes 47 seconds East, 678.03 feet, to a ½ inch iron rod found; thence, North 79 degrees 49 minutes 34 seconds East, 440.40 feet, to a ½ inch iron pipe found on the crest of a ridge; thence, following the crest of the ridge, South 21 degrees 17 minutes 46 seconds West, 345.58 feet, to a ½ inch iron rod with identification cap stamped "PLS INC JACKSON TN" set, said rod being typical of all iron rods herein referred to as set; thence, South 04 degrees 49 minutes 10 seconds East, 416.79 feet, to an iron rod set; thence, South 42 degrees 07 minutes 23 seconds West, 205.84 feet, to an iron rod set; thence, South 72 degrees 25 minutes 57 seconds West, 250.64 feet, to an iron rod set; thence, South 42 degrees 12 minutes 50 seconds West, 163.86 feet, to an iron rod set; thence, South 14 degrees 36 minutes 25 seconds West, 494.29 feet, to an iron rod set; thence, South 47 degrees 42 minutes 38 seconds West, 362.32 feet, to an iron rod set; thence, South 13 degrees 55 minutes 57 seconds East, 301.02 feet, to an iron rod set; thence, South 10 degrees 13 minutes 07 seconds West, 293.25 feet, to an iron rod set; thence, South 85 degrees 12 minutes 36 seconds West, 404.60 feet, to an iron rod set; thence, South 14 degrees 16 minutes 36 seconds West, 298.25 feet, to an iron rod set; thence, South 49 degrees 00 minutes 14 seconds East, 210.95 feet, to an iron rod set; thence, South 20 degrees 47 minutes 48 seconds East, 291.59 feet, to an iron rod set; thence, South 38 degrees 30 minutes 20 seconds East, 345.46 feet, to an iron rod set; thence, South 15 degrees 11 minutes 54 seconds East, 316.05 feet, to an iron rod set; thence, South 88 degrees 48 minutes 05 seconds East, 159.78 feet, to an iron rod set; thence, South 58

41 minutes 36 seconds West, 351.13 feet, to an iron rod set; thence, North 88 degrees 48 minutes 05 seconds West, 159.78 feet, to an iron rod set; thence, North 15 degrees 11 minutes 54 seconds West, 316.05 feet to an iron rod set; thence, North 38 degrees 30 minutes 20 seconds West, 345.46 feet, to an iron rod set; thence, North 20 degrees 47 minutes 48 seconds West, 291.59 feet, to an iron rod set; thence, North 49 degrees 00 minutes 14 seconds West, 210.95 feet, to an iron rod set; thence, North 14 degrees 16 minutes 36 seconds East, 298.25 feet, to an iron rod set; thence, North 85 degrees 12 minutes 36 seconds East, 404.60 feet, to an iron rod set; thence, North 10 degrees 13 minutes 07 seconds East, 293.25 feet, to a point; thence, North 13 degrees 55 minutes 57 seconds West 301.02 feet, to an iron rod set; thence, North 47 degrees 42 minutes 38 seconds East, 362.32 feet, to an iron rod set; thence, North 14 degrees 36 minutes 25 seconds East, 494.29 feet, to an iron rod set; thence, North 42 degrees 12 minutes 50 seconds East, 163.86 feet, to an iron rod set; thence, North 72 degrees 25 minutes 57 seconds East, 250.64 feet, to an iron rod set; thence, North 42 degrees 07 minutes 23 seconds East, 205.84 feet, to an iron rod set; thence, North 04 degrees 49 minutes 10 seconds West, 416.79 feet, to an iron rod set; thence, North 21 degrees 17 minutes 46 seconds East, 345.58 feet, to a ½ inch iron pipe found on the south line of the Tennessee National Wildlife Refuge (Bussell Town Unit), being Corner No. 200-38; thence, following the south line of the Wildlife Refuge, South 12 degrees 56 minutes 20 seconds East, 1,830.48 feet, to a concrete monument found with disk stamped "200-37"; thence, South 40 degrees 03 minutes 35 seconds East, 385.45 feet, to a concrete monument found with disk stamped "200-36"; thence, North 25 degrees 51 minutes 21 seconds East, 874.16 feet, to a ½ inch iron pipe found; thence, North 48 degrees 48 minutes 40 seconds West, 244.03 feet, to a ½ inch iron pipe found; thence, North 06 degrees 02 minutes 23 seconds East, 1,184.09 feet, to a ½ inch iron pipe found; thence, South 82 degrees 53 minutes 15 seconds East, 364.44 feet, to a ½ inch iron pipe found; thence, South 18 degrees 55 minutes 53 seconds East, 767.22 feet, to a ½ inch iron pipe found; thence, North 77 degrees 04 minutes 02 seconds East, 1,748.17 feet, to a ½ inch iron pipe found; thence, South 28 degrees 57 minutes 17 seconds East, 663.91 feet, to a ½ inch iron pipe found; thence, North 14 degrees 00 minutes 42 seconds East, 607.17 feet, to a ½ inch iron pipe found; thence, North 64 degrees 14 minutes 12 seconds East, 996.21 feet, to a ½ inch iron pipe found; thence, North 04 degrees 10 minutes 22 seconds East, 937.33 feet, to a ½ inch iron pipe found; thence, North 60 degrees 43 minutes 52 seconds West, 1,394.30 feet, to a concrete monument found with a disk stamped "200-25"; thence, North 28 degrees 07 minutes 31 seconds East, 187.50 feet, to a concrete monument found with disk stamped "200-24"; thence, South 80 degrees 39 minutes 49 seconds East, 2,042.76 feet, to a ½ inch iron pipe found; thence, South 28 degrees 31 minutes 46 seconds East, 572.60 feet, to an iron rod found with disk stamped "200-22"; thence, South 45 degrees 01 minutes 24 seconds West, 903.42 feet, to an iron rod found with disk stamped "200-21"; thence, South 66 degrees 43 minutes 22 seconds East, 861.61 feet to an iron rod found with disk stamped "200-20"; thence, South 19 degrees 49 minutes 24 seconds West, 1,158.27 feet, to an iron rod found with disk stamped "200-19"; thence, North 89 degrees 30 minutes 31 seconds East, 640.54 feet, to an iron rod found with disk stamped "200-18"; thence, South 11 degrees 07 minutes 59 seconds East, 619.10 feet, to an iron rod found with disk stamped "200-17"; thence, North 79 degrees 25 minutes 47 seconds West, 939.88 feet, to a concrete monument found with disk stamped "200-16"; thence, South 20 degrees 41 minutes 25 seconds West, 663.34 feet, to a concrete monument found with disk stamped "200-15"; thence, South 05 degrees 41 minutes 25

feet, to an iron rod set; thence, North 19 degrees 36 minutes 31 seconds West, 309.41 feet, to an iron rod set; thence, South 57 degrees 53 minutes 02 seconds East, 31.92 feet, to an iron rod set; thence, North 52 degrees 39 minutes 49 seconds East, 370.00 feet, to an iron rod set; thence, North 45 degrees 34 minutes 56 seconds East, 938.02 feet, to an iron rod set; thence, North 30 degrees 10 minutes 49 seconds East, 148.09 feet, to an iron rod set; thence, North 27 degrees 18 minutes 42 seconds East, 260.37 feet, to an iron rod set; thence, North 14 degrees 51 minutes 18 seconds East, 103.04 feet, to an iron rod set; thence, North 08 degrees 13 minutes 19 seconds East, 470.01 feet, to an iron rod set; thence, North 15 degrees 06 minutes 49 seconds East, 433.47 feet, to an iron rod set; thence, North 08 degrees 24 minutes 36 seconds East, 709.62 feet, to an iron rod set; thence, North 20 degrees 27 minutes 35 seconds East, 381.25 feet, to a 30-inch oak tree on the south line of Paul F. Teague and wife (Deed Book 113, Page 362); thence, South 80 degrees 54 minutes 04 seconds East, 2,212.42 feet, to a steel fence post found at the northwest corner of T. P. Bateman, Jr. heirs (Will Book 2, Page 359); thence, South 07 degrees 44 minutes 20 seconds West, 4,731.48 feet, to the Point of Beginning.

Containing 287.86 acres within these bounds.

TRACT NO. 4:

A tract of land located in the Fifth Civil District, Decatur County, Tennessee, and being more particularly described as follows:

Begin at a ½ inch iron rod with identification cap stamped "PLS INC JACKSON TN" set, said rod being typical of all rods herein referred to as set, said point being the southwest corner of the parcel described herein, the southeast corner of another T. P. Bateman, Jr. heirs tract (Deed Book 84, Page 619) and being located at coordinates of North=483,203.00 feet and East=1,389,133.00 feet in the Tennessee State Plane Coordinate System (North American Datum-1927) and said point being corner number 200-39 on the north line of the Tennessee National Wildlife Refuge (Bussell Town Unit); thence, North 07 degrees 44 minutes 20 seconds East, 4,731.48 feet, with the grid of the Tennessee State Plane Coordinate System and the east line of the T. P. Bateman, Jr. heirs (Deed Book 84, Page 619), to a steel fence post found on the south line of Paul F. Teague and wife (Deed Book 113, Page 362); thence, South 80 degrees 54 minutes 04 seconds East, 1344.15 feet, along the south line of Teague, to an iron rod set at the northwest corner of James R. Goff and wife (Deed Book 133, Page 773); thence, South 01 degrees 03 minutes 19 seconds West, 4,0753.49 feet, along the west line of Goff, to a ½ inch iron pipe found on the north line of the Wildlife Refuge; thence, along said north line, North 64 degrees 56 minutes 41 seconds West, 946.29 feet, to a ½ inch iron pipe found; thence, South 01 degrees 38 minutes 02 seconds East, 1,140.41 feet, to a ½ inch iron pipe found; thence, South 89 degrees 18 minutes 13 seconds West, 1,211.35 feet to a ½ inch iron pipe found; thence, North 22 degrees 34 minutes 07 seconds East, 382.17 feet, to the Point of Beginning.

Containing 167.05 acres within these bounds.

The above described tract is subject to a claim of ownership by the adjoiner to the east. The claim amounts to 5.05 acres of land and is more clearly defined on the attached survey plat.



WOOD LAW OFFICES, P.C.

A Professional Corporation

Parsons • Lexington

Attorneys at Law

Ricky L. Wood
Hannah Wood Lee

August 25, 2016

Tommy L. Graham & Graham Holdings, Inc.
P.O. Box 789
1230 Squirrel Hollow Drive
Linden, TN 37096

Re: Real Estate Owned by Tommy L. Graham

Parsons Office ☐
36 Tennessee Avenue S.
Post Office Box 636
Parsons, TN 38363
731-847-6713
731-847-7902 Fax
woodlaw@netease.net

Lexington Office ☐
24 Monroe Avenue
Post Office Box 371
Lexington, TN 38351
731-968-9908
731-968-1577 Fax
woodlaw1@netease.net

STATEMENT FOR LEGAL SERVICES

Preliminary Title Opinion

\$150.00

TOTAL AMOUNT DUE: \$150.00



VICINITY MAP
(1" = 2 Miles)

PAUL F. TEAGUE & WIFE
Deed Book 113, Page 362
Tax Map 35, Parcel 28.00

BRODIE'S LANDING ROAD
50'

30' OAK TREE
PROPERTY HAS NO LEGAL ACCESS TO BRODIE'S LANDING ROAD
STEEL FENCE POST FOUND
ROCK CORNER FOUND (NOT REFERENCED IN ANY DEED)

LYNDALL GOFF (Life Estate)
Deed Book 48, Page 241
Tax Map 37, Parcel 2.00

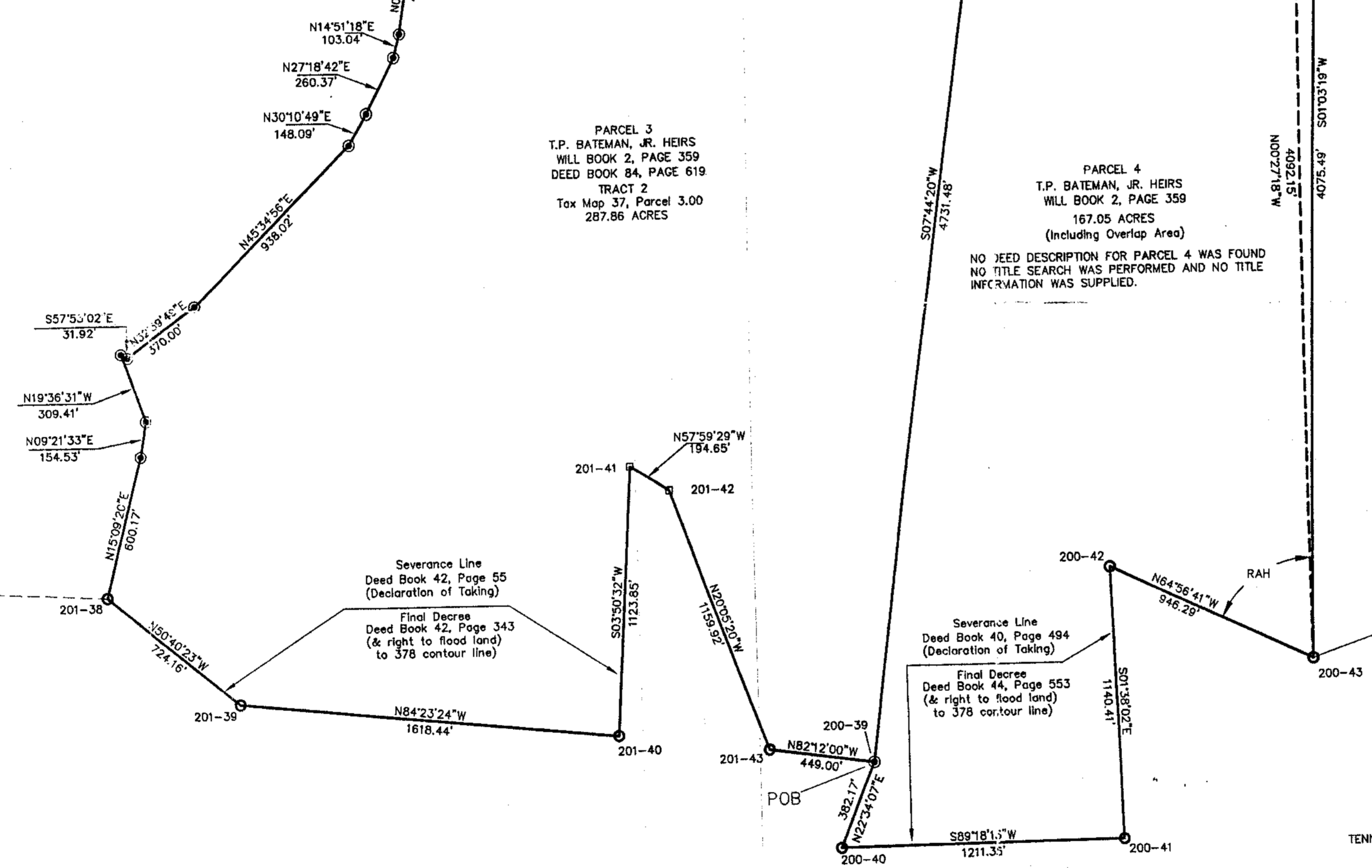
PARCEL 3
T.P. BATEMAN, JR. HEIRS
WILL BOOK 2, PAGE 359
DEED BOOK 84, PAGE 619
TRACT 2
Tax Map 37, Parcel 3.00
287.86 ACRES

PARCEL 4
T.P. BATEMAN, JR. HEIRS
WILL BOOK 2, PAGE 359
167.05 ACRES
(Including Overlap Area)
NO DEED DESCRIPTION FOR PARCEL 4 WAS FOUND
NO TITLE SEARCH WAS PERFORMED AND NO TITLE INFORMATION WAS SUPPLIED.

JAMES R. GOFF & WIFE (Life Estate)
Deed Book 133, Page 773
Tax Map 37, Parcel 5.00

OVERLAP AREA--5.05 ACRES

Line as claimed by James R. Goff
See Note #1



TENNESSEE NATIONAL WILDLIFE REFUGE (BUSSELLTOWN UNIT)

TENNESSEE NATIONAL WILDLIFE REFUGE (BUSSELLTOWN UNIT)

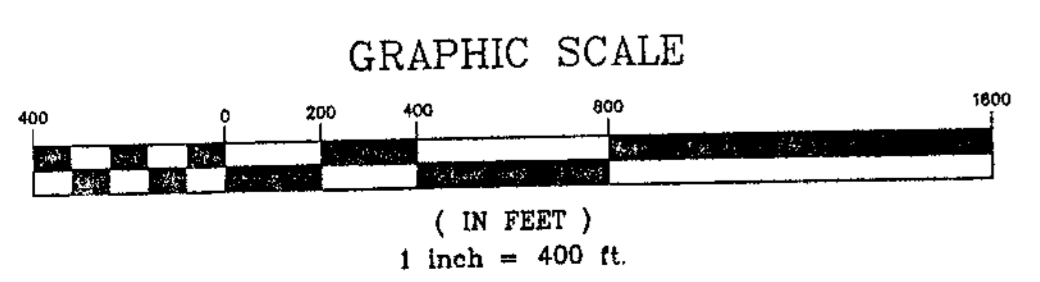
BOUNDARY SURVEY
OF
BATEMAN ESTATE
5th CIVIL DISTRICT
DECATUR COUNTY, TENNESSEE

- LEGEND:
- TSPCS - TENNESSEE STATE PLANE COORDINATE SYSTEM
 - NAD27 - NORTH AMERICAN DATUM 1927
 - 1/2" IRON ROD W/ID CAP SET
 - --- 1/2" INSIDE DIAMETER IRON PIPE FOUND
 - 200-00 --- NUMBER OF CORNER AS INDICATED BY TVA LAND MAPS
 - --- CDNC. MONUMENT W/DISK
 - RAH --- RECORD ANGLE HELD
 - POB --- POINT OF BEGINNING

NOTES:
1. PROPERTY LINE AS INDICATED BY TVA LAND MAPS DATED 1940, (MAP NO. 10 N 200)
2. THE PROPERTY LINES SHOWN HEREON ARE BASED ON ADJOINERS DEEDS, FOUND CORNERS AND PAINTED LINES.

CERTIFICATE:
I, C. E. MATLOCK, LICENSED LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND IT IS MY OPINION THAT THIS SURVEY MEETS OR EXCEEDS THE STANDARDS OF PRACTICE FOR A CATEGORY SURVEY AND THAT THE RANGE OF PRECISION OF THE UNADJUSTED SURVEY IS 1:6,000+, AS SHOWN HEREON.

3-8
C. E. Matlock
C. E.
TENN. 1 11 1999



Professional Land Services
118 Miller Avenue
Jackson, Tennessee 38305
(901) 661-7171 (901) 674-6912

JOB NUM	
DATE OF	FEL 1, 2000

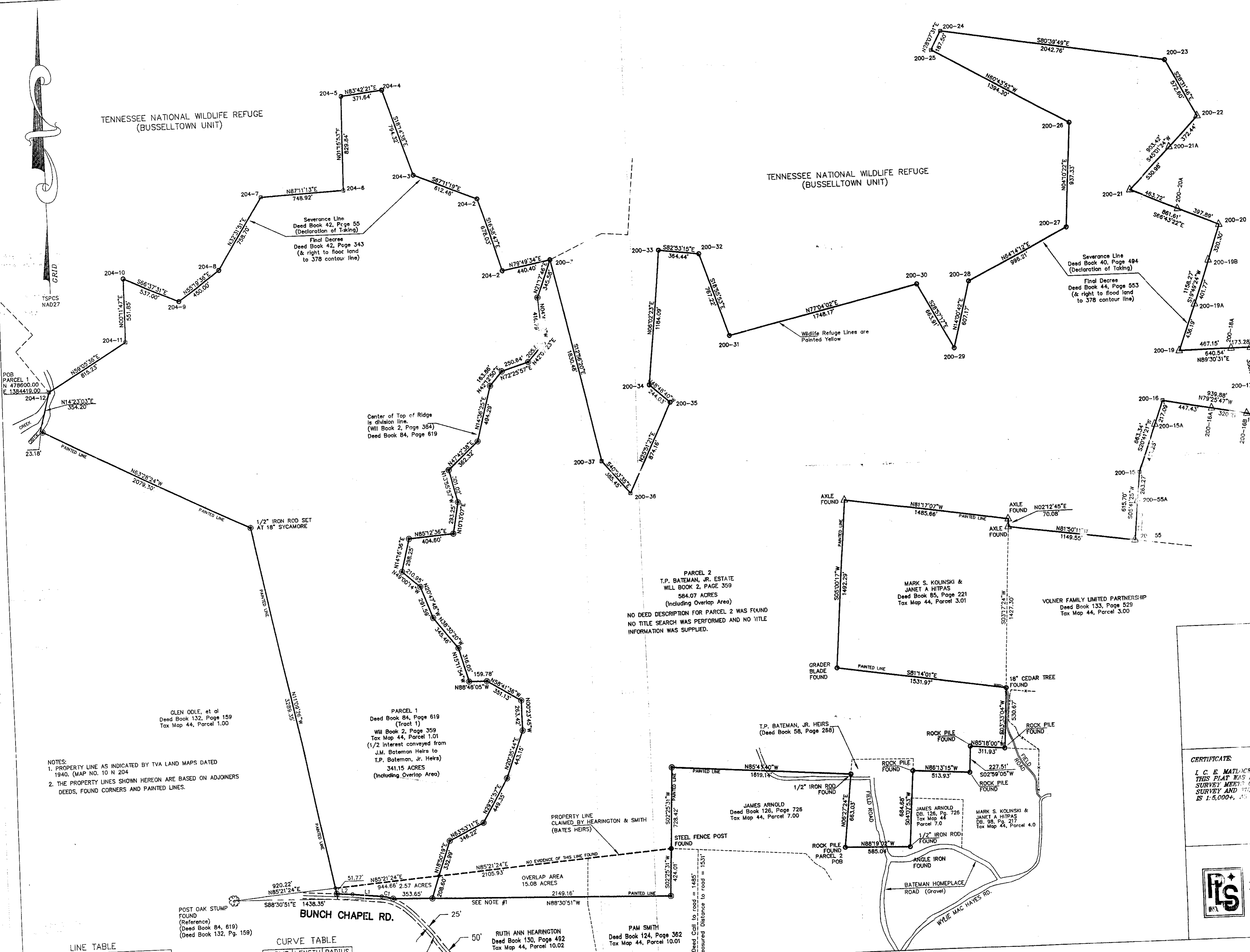


VICINITY MAP
(1" = 2 Miles)

TENNESSEE NATIONAL WILDLIFE REFUGE
(BUSSELLTOWN UNIT)

TENNESSEE NATIONAL WILDLIFE REFUGE
(BUSSELLTOWN UNIT)

TENNESSEE NATIONAL WILDLIFE REFUGE
(BUSSELLTOWN UNIT)



PARCEL 2
T.P. BATEMAN, JR. ESTATE
WILL BOOK 2, PAGE 359
584.07 ACRES
(Including Overlap Area)
NO DEED DESCRIPTION FOR PARCEL 2 WAS FOUND
NO TITLE SEARCH WAS PERFORMED AND NO TITLE
INFORMATION WAS SUPPLIED.

PARCEL 1
Deed Book 84, Page 619
(Tract 1)
Will Book 2, Page 359
Tax Map 44, Parcel 1.01
(1/2 Interest conveyed from
J.M. Bateman Heirs to
T.P. Bateman, Jr. Heirs)
341.15 ACRES
(Including Overlap Area)

GLEN ODLE, et al
Deed Book 132, Page 159
Tax Map 44, Parcel 1.00

- NOTES:
- PROPERTY LINE AS INDICATED BY TVA LAND MAPS DATED 1940. (MAP NO. 10 N 204)
 - THE PROPERTY LINES SHOWN HEREON ARE BASED ON ADJOINERS DEEDS, FOUND CORNERS AND PAINTED LINES.

- LEGEND:
- TSP -- TENNESSEE STATE PLANE COORDINATE SYSTEM
 - NAD27 -- NORTH AMERICAN DATUM 1927
 - -- 1/2" IRON ROD W/ID CAP SET
 - -- 1/2" INSIDE DIAMETER IRON PIPE FOUND
 - △ -- IRON ROD OR PIPE W/ 4" METAL DISK & CORNER NUMBER STAMPED THEREON.
 - 200-?? -- NUMBER OF CORNER AS INDICATED BY TVA LAND MAPS
 - POB -- POINT OF BEGINNING

BOUNDARY SURVEY
OF
BATEMAN ESTATE
7th CIVIL DISTRICT
DECATUR COUNTY, TENNESSEE

CERTIFICATE:
I, C. E. MATLOCK, LICENSED LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED UNDER MY DIRECTION AND IT IS MY OPINION THAT THIS SURVEY MEETS OR EXCEEDS THE STANDARDS OF PRACTICE FOR A CATEGORY 3 SURVEY AND THAT THE PRECISION OF THE UNADJUSTED SURVEY IS 1:5,000+ AS SHOWN HEREON.

C. E. Matlock
C. E. MATLOCK
TENN. REG. NO. 869

Professional Land Services
LAND SURVEYING - FORESTRY - MAPPING - APPRAISAL
118 Miller Avenue
Jackson, Tennessee 38305
(901) 668-7171 (901) 664-6912

JOB NUMBER:
00015
DATE OF SURVEY:
FEB. 21, 2000

LINE TABLE

LINE	LENGTH	BEARING
L1	267.16	N83°59'27"W
L2	142.64	N86°09'24"W

CURVE TABLE

CURVE	LENGTH	RADIUS
C1	105.54	440.00

CHORD = N77°07'09"W 105.29'

RUTH ANN HEARINGTON
Deed Book 130, Page 492
Tax Map 44, Parcel 10.02

PAM SMITH
Deed Book 124, Page 382
Tax Map 44, Parcel 10.01

Deed Call to road = 1485'
Measured Distance to road = 1531'

Decatur (020)	Jan 1 Owner	Current Owner	BRODIES LANDING RD				
Tax Year 2024 Reappraisal 2020	CUB CREEK PRESERVE LLC	145 JOHN DAVENPORT DR	Ctrl Map:	Group:	Parcel:	PI:	SI:
	145 JOHN DAVENPORT DR	ROME GA 30165	037		004.00		000
	ROME GA 30165						

Value Information

Land Market Value:	\$298,600
Improvement Value:	\$0
Total Market Appraisal:	\$298,600
Assessment Percentage:	25%
Assessment:	\$74,650

Additional Information

General Information

Class: 10 - Farm	City:
City #:	Special Service District 2: 000
Special Service District 1: 000	Neighborhood: F03
District: 05	Number of Mobile Homes: 0
Number of Buildings: 0	Utilities - Electricity: 01 - PUBLIC
Utilities - Water/Sewer: 11 - INDIVIDUAL / INDIVIDUAL	Zoning:
Utilities - Gas/Gas Type: 00 - NONE	

Outbuildings & Yard Items

Building #	Type	Description	Units
------------	------	-------------	-------

Sale Information

Long Sale Information list on subsequent pages

Land Information

Long Land Information list on subsequent pages

Sale Information

Sale Date	Price	Book	Page	Vacant/Improved	Type Instrument	Qualification
11/10/2016	\$0	315	681	V - VACANT	QC - QUITCLAIM DEED	-
4/13/2007	\$0	227	931		-	-
3/4/2006	\$0	214	561		-	-
8/8/2000	\$227,383	151	935	V - VACANT	WD - WARRANTY DEED	N - NON-ARM'S LENGTH
4/13/2000	\$0	149	470		-	-
4/10/1976	\$0	117	104		-	-

Land Information

Deed Acres: 0		Calculated Acres: 167		Total Land Units: 167	
Land Code				Soil Class	Units
62 - WOODLAND 2				P	129.00
62 - WOODLAND 2				A	2.00
62 - WOODLAND 2				G	28.00
23 - NONPROD					8.00

CHICAGO TITLE INSURANCE COMPANY

P.O. Box 45023
Jacksonville, Florida 32232-5023
Phone: (877) 862-9111/Fax: (904) 564-1602

SCHEDULE A

File No. 8732 Commitment Number: 8732
Loan No.:

1. Commitment Date: November 15, 2016
2. Policy (or Policies) to be issued:
 - (a) Owner's Policy (Policy Amount \$ 100,000.00 Premium \$ 387.50
Proposed Insured: Cub Creek Preserve, LLC
 - (b) Loan Policy (Loan Policy 6/17/06) Policy Amount \$ _____ Premium \$ _____
Proposed Insured: ISAOA/ATIMA, Its Successors, and /or assigns, as
their interest may appear
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:
Cub Creek Preserve, LLC
5. The land referred to in the Commitment is described as follows: on Exhibit A attached.
6. Both Tracts (North & South) have access to Blacktopped Road.

WOOD LAW OFFICES, P.C.

By: _____
Ricky L. Wood



**SCHEDULE B - SECTION I
REQUIREMENTS**

File No. 8732

Commitment No. 8732

Compliance with the following is required:

1. Instrument(s) necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record, to wit.
2. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
4. Furnish final survey, and this commitment is subject to such further exceptions or requirements, if any, as deemed necessary after examination.
5. Furnish executed Notice of Availability and Waiver of Title Insurance pursuant to T.C.A. Section 56-35-133 and as required by Departmental Regulation 30 (now No. 0781-1-12-10) Department of Insurance and Banking, State of Tennessee and signed by the buyer or mortgagor.

(Any other matters to be required)

NOTE: This Commitment for Title Insurance does not constitute a report of title and is not to be relied upon by the insured(s) or any other party as a title report or the representation of the status of title. Any title search and examination conducted by or for the Company in connection with the issuance of this Commitment for Title Insurance, if any, is solely for the benefit of the Company. The sole liability of the Company and/or its issuing agent hereunder shall be as set forth in the Conditions and Stipulations of this Commitment for Title Insurance. Neither the Company nor its issuing agent shall be liable to the proposed insured(s) or any other party for any claim of alleged negligence, negligent misrepresentation, or any other cause of action in tort in connection with this Commitment for Title Insurance.

END OF SCHEDULE B - PART I

**SCHEDULE B - SECTION II
EXCEPTIONS**

File No. 8732

Commitment No. 8732

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 record or attaching subsequent to the effective date but prior to the date the proposed Insured acquires the value of record the estate or interest or mortgage therein covered by this Commitment.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
3. Easements, or claims of easements, not shown by the public records.
4. The rights or claims of parties in possession not shown by the public records.
5. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records. County Taxes for the year 2016, liens, due and payable.

FOR INFORMATIONAL PURPOSES ONLY:

2016 County taxes \$182.00 are due. Map 35 Parcel 028.17

2016 county taxes \$ 1909.00 due Map 037 Parcel 003.00

2016 County taxes 1073.00 are due Map 037 Parcel 004.00

2016 county taxes \$ 3157.00 are due Map 044 parcel 001.001

2016 county taxes \$ 4150.00 are due Map 044 parcel 002.00

7. Acreage content of the subject land is not hereby insured. Reference to acreage is left in the description merely for convenience in identifying the Land.
8. Easements and incidental rights in that portion of land described in Schedule A, underlying public roads.
9. This property is subject to an Agreement (deed Establishing a boundary) filed April 30, 2010 in Book 258, age 165, Register's Office of Decatur County, Tennessee.
10. This property may be subject to a Greenbelt of record in the Register's office of Decatur County, Tennessee.

END SCHEDULE B - PART II

EXHIBIT A

TRACT NO. 1:

(Map 044, Parcel 001.01)

A tract of land located in the Seventh Civil District, Decatur County, Tennessee and being more particularly described as follows:

Begin at a concrete monument with a brass disk stamped "204-12", being the corner number assigned to this monument, as found on the east line of Glen Odle, et al (Deed Book 132, Page 159), said point being located on south line of the Tennessee National Wildlife Refuge (Busselltown Unit), said point being located at coordinated of North=478,600.00 feet and East=1,384,419.00 feet in the Tennessee State Plane Coordinate System (NAD-27), and running thence with the grid of said coordinate system and the south line of the Wildlife Refuge, North 59 degrees 05 minutes 36seconds East, 815.23 feet, to a concrete monument with disk stamped "204-11"; thence, North 00 degrees 11 minutes 47 seconds East, 551.85 feet, to a ½ inch iron pipe found; thence, South 66 degrees 37 minutes 31 seconds East, 537.00 feet, to a ½ inch iron pipe found; thence, North 55 degrees 19 minutes 36 seconds East, 450.00 feet, to a ½ inch iron pipe found; thence, North 32 degrees 31 minutes 51 seconds East, 758.70 feet, to a concrete monument with disk stamped "204-7"; thence, North 87 degrees 11 minutes 13 seconds East, 748.92 feet, to a concrete monument with disk stamped "204-6" thence, North 01 degrees 15 minutes 53 seconds East, 829.84 feet, to a 'A'-inch iron pipe found; thence, North 83 degrees 42 minutes 21 seconds East, 371.64 feet, to a 1/2-inch iron pipe found; thence, South 18 degrees 14 minutes 38 seconds East, 794.32 feet, to a 1/4-inch iron pipe found; thence, South 67 degrees 11 minutes 19 seconds East, 612.48 feet, to a 1/2-inch pipe found; thence, South 16 degrees 58 minutes 47 seconds East, 678.03 feet, to a 1/2-inch iron rod found; thence, North 79 degrees 49 minutes 34 seconds East, 440.40 feet, to a 'A'-inch iron pipe found on the crest of a ridge; thence, following the crest of the ridge, South 21 degrees 17 minutes 46 seconds West, 345.58 feet, to a 1/2-inch iron rod with identification cap stamped "PLS INC JACKSON TN" set, said rod being typical of all iron rods herein referred to as set; thence, South 04 degrees 49 minutes 10 seconds East, 416.79 feet, to an iron rod set; thence, South 42 degrees 07 minutes 23 seconds West, 205.84 feet, to an iron rod set; thence, South 72 degrees 25 minutes 57 seconds West, 250.64 feet, to an iron rod set; thence, South 42 degrees 12 minutes 50 seconds West, 163.86 feet, to an iron rod set; thence, South 14 degrees 36 minutes 25 seconds West, 494.29 feet, to an iron rod set; thence, South 47 degrees 42 minutes 38 seconds West, 362.32 feet, to an iron rod set; thence, South 13 degrees 55 minutes 57 seconds East, 301.02 feet, to an iron rod set; thence, South 10 degrees 13 minutes 07 seconds West, 293.25 feet, to an iron rod set; thence, South 85 degrees 12 minutes 36 seconds West, 404.60 feet, to an iron rod set; thence, South 14 degrees 16 minutes 36 seconds West, 298.25 feet, to an iron rod set; thence, South 49 degrees 00 minutes 14 seconds East, 210.95 feet, to an iron rod set; thence, South 20 degrees 47 minutes 48 seconds East, 291.59 feet, to an iron rod set; thence, South 38 degrees 30 minutes 20 seconds East, 345.46 feet, to an iron rod set; thence, South 15 degrees 11 minutes 54 seconds East, 316.05 feet, to an iron rod set; thence, South 88 degrees 48 minutes 05 seconds East, 159.78 feet, to an iron rod set; thence, South 58 degrees 41 minutes 36 seconds East, 351.13 feet, to an iron rod set; thence, South 00 degrees 23 minutes 45 seconds East, 263.42 feet, to an iron rod set; thence, South 20 degrees 35 minutes 44 seconds West, 443.15 feet, to an iron rod set; thence, South 29 degrees 51 minutes 57 seconds West, 449.35 feet, to an iron rod set; thence, South 63 degrees 53 minutes 11 seconds West, 346.22 feet, to an iron rod set; thence, South 18 degrees 50 minutes 19 seconds West, 541.59 feet, to an iron rod set on the north line of Hearington (Deed Book 130, Page 492); thence, North 88 degrees 30 minutes 51 seconds West, 353.65 feet, along the north line of Hearington, to a 1/2-inch iron rod set on the north right-of-way line of

Bunch Chapel Road (50-foot right-of-way); thence, westerly a distance of 105.54 feet, along the arc of a curve to the left, said curve having a radius of 440.00 feet and a chord of North 77 degrees 07 minutes 09 seconds West, 105.29 feet, to a point; thence, North 83 degrees 59 minutes 27 seconds West, 267.16 feet, to a point; thence, North 86 degrees 09 minutes 24 seconds West, 142.64 feet, to an iron rod set on the east line of Glen Odle; thence, North 11 degrees 09 minutes 26 seconds West, 3,341.12 feet, along the east line of Odle, to an iron rod set at an 18-inch sycamore tree on the east bank of a creek; thence, North 63 degrees 28 minutes 24 seconds West, along the east line of Odle and passing a 1/2-inch iron rod set at a distance of 2,056.12 feet, a total distance of 2,079.30 feet, to the centerline of a creek; thence, North 14 degrees 23 minutes 03 seconds East, 354.20 feet, along the creek, to the Point of Beginning.

Containing 341.15 acres within these bounds.

The above described tract is subject to claims of ownership by the adjoiners to the south. These claims amount to 2.57 acres of land and are more clearly defined on the attached survey plat.

TRACT NO. 2:
(Map 044, Parcel 002.00)

A tract of land located in the Seventh Civil District, Decatur County, Tennessee and being more particularly described as follows:

Begin at a rock pile found at the southwest corner of that tract conveyed to the T. P. Bateman, Jr. Heirs, as described in Deed Book 58, Page 268, said point being an interior northeast corner of James Arnold (Deed Book 126, Page 726); thence, North 06 degrees 27 minutes 24 seconds East, 663.03 feet, with the grid of the Tennessee State Plane Coordinate System and along an east line of Arnold, to a 1/2-inch iron rod found at a 24-inch white oak tree, the northeast of Arnold; thence, North 85 degrees 43 minutes 40 seconds West, 1,619.14 feet, along the north line of Arnold, to a 1/2-inch iron rod with identification cap stamped "PLS INC JACKSON TN", said rod being typical of all rods herein referred to as being set; thence, South 02 degrees 25 minutes 31 seconds West, 1,152.43 feet, along the west line of Arnold and Pam Smith (Deed Book 124, Page 362), to an iron rod set; thence, North 88 degrees 30 minutes 51 seconds West, 2,149.16 feet, along a north line of Smith and Hearington (Deed Book 130, Page 492), to an iron rod set; thence, North 18 degrees 50 minutes 19 seconds East, 541.59 feet, along the crest of a ridge, to an iron rod set; thence, North 63 degrees 53 minutes 11 seconds East, 346.22 feet, to an iron rod set; thence, North 29 degrees 51 minutes 57 seconds East, 449.35 feet, to an iron rod set; thence, North 20 degrees 35 minutes 44 seconds East, 443.15 feet, to an iron rod set; thence, North 00 degrees 23 minutes 45 seconds West, 263.42 feet, to an iron rod set; thence, North 58 degrees 41 minutes 36 seconds West, 351.13 feet, to an iron rod set; thence, North 88 degrees 48 minutes 05 seconds West, 159.78 feet, to an iron rod set; thence, North 15 degrees 11 minutes 54 seconds West, 316.05 feet to an iron rod set; thence, North 38 degrees 30 minutes 20 seconds West, 345.46 feet, to an iron rod set; thence, North 20 degrees 47 minutes 48 seconds West, 291.59 feet, to an iron rod set; thence, North 49 degrees 00 minutes 14 seconds West, 210.95 feet, to an iron rod set; thence, North 14 degrees 16 minutes 36 seconds East, 298.25 feet, to an iron rod set; thence, North 85 degrees 12 minutes 36 seconds East, 404.60 feet, to an iron rod set; thence, North 10 degrees 13 minutes 07 seconds East, 293.25 feet, to a point; thence, North 13 degrees 55 minutes 57 seconds West, 301.02 feet, to an iron rod set; thence, North 47 degrees 42 minutes 38 seconds East, 362.32 feet, to an iron rod set; thence, North 14 degrees 36 minutes 25 seconds East, 494.29 feet, to an iron rod set; thence, North 42 degrees 12 minutes 50 seconds East, 163.86 feet, to an iron rod set; thence, North 72 degrees 25 minutes 57 seconds East, 250.64 feet, to an iron rod set; thence, North 42 degrees 07 minutes 23 seconds East, 205.84 feet, to an iron rod set; thence, North 04 degrees 49 minutes 10 seconds West, 416.79 feet, to an iron rod set; thence, North 21 degrees 17 minutes 46 seconds East, 345.58 feet, to a 1/2-inch iron pipe found on the south line of the

Tennessee National Wildlife Refuge (Bussell Town Unit), being Corner No. 200-38; thence, following the south line of the Wildlife Refuge, South 12 degrees 56 minutes 20 seconds East, 1,830.48 feet, to a concrete monument found with disk stamped "200-37"; thence, South 40 degrees 03 minutes 35 seconds East, 385.45 feet, to a concrete monument found with disk stamped "200-36"; thence, North 25 degrees 51 minutes 21 seconds East, 874.16 feet, to a 1/2-inch iron pipe found; thence, North 48 degrees 48 minutes 40 seconds West, 244.03 feet, to a 1/2-inch iron pipe found; thence, North 06 degrees 02 minutes 23 seconds East, 1,184.09 feet, to a 1/2-inch iron pipe found; thence, South 82 degrees 53 minutes 15 seconds East, 364.44 feet, to a 'A'-inch iron pipe found; thence, South 18 degrees 55 minutes 53 seconds East, 767.22 feet, to a 'A'-inch iron pipe found; thence, North 77 degrees 04 minutes 02 seconds East, 1,748.17 feet, to a 1/2-inch iron pipe found; thence, South 28 degrees 57 minutes 17 seconds East, 663.91 feet, to a 1/2-inch iron pipe found; thence, North 14 degrees 00 minutes 42 seconds East, 607.17 feet, to a 1/2-inch iron pipe found; thence, North 64 degrees 14 minutes 12 seconds East, 937.33 feet, to a 1/2-inch iron pipe found; thence, North 60 degrees 43 minutes 52 seconds West, 1,394.30 feet, to a concrete monument found with disk stamped "200-25"; thence, North 28 degrees 07 minutes 31 seconds East, 187.50 feet, to a concrete monument found with disk stamped "200-24"; thence, South 80 degrees 39 minutes 49 seconds East, 2,042.76 feet, to a 1/2-inch iron pipe found; thence, South 28 degrees 31 minutes 46 seconds East, 572.60 feet, to an iron rod found with disk stamped "200-22"; thence, South 45 degrees 01 minutes 24 seconds West, 903.42 feet, to an iron rod found with disk stamped "200-21"; thence, South 66 degrees 43 minutes 22 seconds East, 861.61 feet, to an iron rod found with disk stamped "200-20"; thence, South 19 degrees 49 minutes 24 seconds West, 1,158.27 feet, to an iron rod found with disk stamped "200-19"; thence, North 89 degrees 30 minutes 31 seconds East, 640.54 feet, to an iron rod found with disk stamped "200-18"; thence, South 11 degrees 07 minutes 59 seconds East, 619.10 feet, to an iron rod found with disk stamped "200-17"; thence, North 79 degrees 25 minutes 47 seconds West, 939.88 feet, to a concrete monument found with disk stamped "200-16"; thence, South 20 degrees 41 minutes 25 seconds West, 663.34 feet, to a concrete monument found with disk stamped "200-15"; thence, South 05 degrees 41 minutes 25 seconds West, 615.70 feet, to an iron rod found with disk stamped "200-55", said point being on the north line of Volner Family Limited Partnership (Deed Book 133, Page 529); thence, North 81 degrees 50 minutes 11 seconds West, 1,149.55 feet, along the north line of said partnership, to an axle found on the east line of Mark S. Kolinski (Deed Book 85, Page 221); thence, North 02 degrees 12 minutes 45 seconds East, 70.08 feet, along the east line of Kolinski, to an axle found; thence, North 81 degrees 17 minutes 07 seconds West, 1,485.66 feet, along the north line of Kolinski, to an axle found; thence, South 05 degrees 00 minutes 17 seconds West, 1,492.29 feet, along the west line of Kolinski, to a grader blade found; thence, South 81 degrees 14 minutes 01 seconds East, 1,531.97 feet, along the south line of Kolinski, to an 18-inch cedar tree on the west line of the Volner Family Limited Partnership; thence, South 03 degrees 33 minutes 04 seconds West, 530.67 feet, along said line, to a rock pile found on the north line of Mark S. Kolinski (Deed Book 98, Page 217); thence, North 85 degrees 18 minutes 00 seconds West, 311.93 feet, with Kolinski, to a rock pile found; thence, South 02 degrees 59 minutes 05 seconds West, 227.51 feet, with Kolinski, to a rock pile found; thence, North 86 degrees 13 minutes 15 seconds West, 513.93 feet, with Kolinski, to a rock pile found; thence, South 04 degrees 07 minutes 53 seconds West, 684.68 feet, with the west line of Kolinski and James Arnold (Deed Book 126, Page 726), to a 1/2-inch iron rod found at a stump; thence, North 88 degrees 19 minutes 02 seconds West, 585.04 feet, with the north line of Arnold, to the Point of Beginning.

Containing 584.07 acres within these bounds.

The above described tract is subject to claim of ownership by adjoiner to the south. The claim amounts to 15.08 acres of land and is more clearly defined on the attached survey plat.

TRACT NO. 3:
(Map 037, Parcel 003.00)

A tract of land located in the Fifth Civil District, Decatur County, Tennessee, and being more particularly described as follows:
Begin at a 1/2-inch iron rod with identification cap stamped "PLS INC JACKSON TN" set, said rod being typical of all rods herein referred to as set, said point being the southwest corner of another T. P. Bateman, Jr. heirs tract and being located at coordinates of North=483,203.00 feet and East=1,389,133.00 feet in the Tennessee State Plane Coordinate System (North American Datum-1927) and said point being corner number 200-39 on the north line of the Tennessee National Wildlife Refuge (Bussell Town Unit); thence, North 82 degrees 12 minutes 00 seconds West, 449.00 feet with the grid of the Tennessee State Plane Coordinate System and the north line of said Refuge, to a 1/2-inch iron pipe found; thence, North 20 degrees 05 minutes 20 seconds West, 1,159.92 feet, to a concrete monument with disk stamped "201-42" found; thence, North 57 degrees 59 minutes 29 seconds West, 194.65 feet, to a concrete monument with disk stamped "201-41" found; thence, South 03 degrees 50 minutes 32 seconds West, 1,123.85 feet, to a 1/2-inch iron pipe found; thence, North 84 degrees 23 minutes 24 seconds West, 1,618.44 feet, to a 1/2-inch iron pipe found; thence, North 50 degrees 40 minutes 23 seconds West, 724.16 feet, to a 1/2-inch iron pipe found at a southeast corner of Lyndall Goff (Deed Book 48, Page 241); thence, with the east line of Goff and generally with an old fence, North 15 degrees 09 minutes 20 seconds East, 600.17 feet, to an iron rod set; thence, North 09 degrees 21 minutes 33 seconds East, 154.53 feet, to an iron rod set; thence, North 19 degrees 36 minutes 31 seconds West, 309.41 feet, to an iron rod set; thence, South 57 degrees 53 minutes 02 seconds East, 31.92 feet, to an iron rod set; thence, North 52 degrees 39 minutes 49 seconds East, 370.00 feet, to an iron rod set; thence, North 45 degrees 34 minutes 56 seconds East, 938.02 feet, to an iron rod set; thence, North 30 degrees 10 minutes 49 seconds East, 148.09 feet, to an iron rod set; thence, North 27 degrees 18 minutes 42 seconds East, 260.37 feet, to an iron rod set; thence, North 14 degrees 51 minutes 18 seconds East, 103.04 feet, to an iron rod set; thence, North 08 degrees 13 minutes 19 seconds East, 470.01 feet, to an iron rod set; thence, North 15 degrees 06 minutes 49 seconds East, 433.47 feet, to an iron rod set; thence, North 08 degrees 24 minutes 36 seconds East, 709.62 feet, to an iron rod set; thence, North 20 degrees 27 minutes 35 seconds East, 381.25 feet, to a 30-inch oak tree on the south line of Paul F. Teague and wife (Deed Book 113, Page 362); thence, South 80 degrees 54 minutes 04 seconds East, 2,212.42 feet, to a steel fence post found at the northwest corner of T. P. Bateman, Jr. heirs (Will Book 2, Page 359); thence, South 07 degrees 44 minutes 20 seconds West, 4,731.48 feet, to the Point of Beginning.

Containing 287.86 acres within these bounds.

TRACT NO. 4:
(Map 037, Parcel 004.00)

A tract of land located in the Fifth Civil District, Decatur County, Tennessee, and being more particularly described as follows:
Begin at a 1/2-inch iron rod with identification cap stamped "PLS INC JACKSON TN" set, said rod being typical of all rods herein referred to as set, said point being the southwest corner of the parcel described herein, the southeast corner of another T. P. Bateman, Jr. heirs tract (Deed Book 84, Page 619) and being located at coordinates of North=483,203.00 feet and East=1,389,133.00 feet in the Tennessee State Plane Coordinate System (North American Datum-1927) and said point being corner number 200-39 on the north line of the Tennessee National Wildlife Refuge (Bussell Town Unit); thence, North 07 degrees 44 minutes 20 seconds East, 4,731.48 feet, with the grid of the Tennessee State Plane Coordinate System and the east line of the T. P. Bateman, Jr. heirs (Deed Book 84, Page 619), to a steel fence post found on the south line of Paul F. Teague and wife (Deed Book 113, Page 362); thence, South 80 degrees 54 minutes 04 seconds East, 1,344.15 feet,

along the south line of Teague, to an iron rod set at the northwest corner of James R. Goff and wife (Deed Book 133, Page 773); thence, South 01 degrees 03 minutes 19 seconds West, 4,0753.49 feet, along the west line of Goff, to a 1/2-inch iron pipe found on the north line of the Wildlife Refuge; thence, along said north line, North 64 degrees 56 minutes 41 seconds West, 946.29 feet, to a 1/4-inch iron pipe found; thence, South 01 degrees 38 minutes 02 seconds East, 1,140.41 feet, to a 1/2-inch iron pipe found; thence, South 89 degrees 18 minutes 13 seconds West, 1,211.35 feet, to a 1/2-inch iron pipe found; thence, North 22 degrees 34 minutes 07 seconds East, 382.17 feet, to the Point of Beginning.

Containing 167.05 acres within these bounds.

The above described tract is subject to a claim of ownership by the adjoiner to the east. The claim amounts to 5.05 acres of land and is more clearly defined on the attached survey plat.

TRACT NO. 5:
(Map 035, Parcel 028.17—portion)

Lying and being located on the South side of Brodies Landing Road in the 5th Civil District of Decatur County, Tennessee and being more particularly described as follows:

Beginning on found iron stake, said iron stake being the Southeast corner of the Richard & Kay King property (Dd. Bk. 215, Pg. 519) the Northwest corner of the Tommy Graham property (Dd. Bk. 227, Pg. 931) and the Southwest corner of the tract herein described; thence with the East line of King, North 14 deg., 24 min., 29 sec., East 19.25 ft. to a found iron pin; thence North 13 deg., 28 min., 00 sec., East 25.79 ft. to a point in the center of Brodies Landing Road (50' right-of-way), said point being the Northwest corner of the tract herein described; thence with the center of Brodies Landing Road, South 76 deg., 49 min., 10 sec., East 60.40 ft. to a point in the center of Brodies Landing Road, said point being the Northeast corner of the tract herein described; thence leaving said road with a new partition line, South 14 deg., 09 min., 09 sec., West 25.00 ft. to a 1/2" iron pin set with I.D. cap "LDG LLC" near the South margin of Brodies Landing Road; thence South 14 deg., 09 min., 09 sec., West 15.78 ft. to a 1/2" iron pin set with I.D. cap "LDG LLC" in the North line of Graham, said iron pin being the Southeast corner of the tract herein described; thence with the North line of Graham, North 80 deg., 52 min., 00 sec., West 60.40 ft. back to the point of beginning containing 0.059 acres or 2583.038 square feet as surveyed by Land Development Group, Inc. (Jason W. Britt TN RLS 2904). Address: 354 Joy Lane, P.O. Box 304, Lexington, TN 38351. All iron pins are 1/2" dia. and stamped with identification cap "LDG LLC". October 26, 2016. Bearings relative to Grid North.

Said acreage INCLUDES but hereby expressly EXCLUDES any and all portions of the public road right of ways leaving 0.024 taxable acres.

This being the same property conveyed to Cub Creek Preserve, LLC by Quitclaim Deed of Tommy L. Graham, field November 14, 2016, in Deed Book 315, Page 681, Register's Office of Decatur County, Tennessee.



Fidelity National Financial National Rate Calculator

General Info		Reference Number:	Quote Number:
Property Location: State	Tennessee		39614689
Property Location: County	Decatur		
Underwriter:	Chicago Title Insurance Company		
Quote Effective Date:	11/16/2016		

Transaction Information	
Q. Transaction Type?	- Property Purchase (with or without financing)
Q. Purchase Amount/Value of Property	- \$100,000.00
Q. Property Type	- Residential
Q. Does this transaction qualify under CFPB's TILA-RESPA Integrated Disclosure rule?	- No
Q. Is this transaction eligible for the Reissue rate?	- No

Owners Policy Information	
Policy Question(s):	
Q. Policy Form?	- ALTA Standard Coverage Owner's Policy
Q. Is this policy eligible for the Delayed Owner's rate?	- No
Liability Amount:	\$100,000.00
Policy Premium:	\$387.50
Endorsements	
No endorsements were selected.	Cost
	--
Endorsement Total:	\$0.00
Total Charges for the Policy:	\$387.50
Grand Total:	\$387.50

The totals that the Rate Calculator Engine calculates include the charge for the title insurance policy premium and any additional endorsement charges that apply. The totals may not include any other amounts, such as charges/fees related to title search, examination, additional work charges, certification, or closing; inspection charges; additional chain or parcel charges; fees related to delayed release/reconveyance; order cancellation charges; release issuance fees; costs for reinsurance; and premiums or charges applicable to transactions involving extra-hazardous risk.

At this time, the Rate Calculator does not support endorsement-only transactions. If you want to price an endorsement(s) that is being issued subsequent to the underlying policy, you can still use this Calculator to arrive at the correct price for the endorsement(s). In that situation, the only charge incurred for the transaction will be the Endorsement Total(s) shown on the Rate Summary page; ignore the policy premium(s) and total(s).

Rates calculated on this website reflect those applied in a typical transaction. The rate you are actually charged may differ from the rate calculated here if the details of your transaction differ from those you selected in order to calculate the rate. Premium quotes are based on rates in effect on the date of this quote. Any changes to the approved rates between the date of this quote and the closing date may result in a change in the premium(s) charged. Under certain circumstances, you may qualify for a lower rate than the one shown here.

PRELIMINARY TITLE OPINION

TO: Tommy L. Graham

FROM: Wood Law Offices, P.C., Hannah Wood Lee, Attorney at Law, Parsons, Tennessee

RE: Real Estate owned by Tommy L. Graham
Map 037, Parcels 003.00 and 004.00
Map 044, Parcels 001.01 and 002.00

The undersigned hereby certifies that based upon a personal examination of the public records in the Register's Office, the County Trustee's Office, the Clerk and Master's Office and Circuit Court Clerk's Office of Decatur County, Tennessee, on the 24th day of August, 2016, at 1:00 o'clock P.M., the fee simple title is vested in Tommy L. Graham, of record as hereinafter set forth in the property description.

SEE EXHIBIT A ATTACHED

ENCUMBRANCES AND EXCEPTIONS

1. Taxes: Taxes for the year 2015 were reported paid in the following amounts: \$1,909.00 (Map 037, Parcel 003.00), \$1,073.00 (Map 037, Parcel 004.00), \$3,157.00 (Map 044, Parcel 001.01), and \$4,150.00 (Map 044, Parcel 002.00) by the Trustee's Office of Decatur County, Tennessee. If improvements are completed after January 1 of any year, the law requires supplemental assessment for the year in which improvements are completed as defined by statute. We assume no liability for taxes assessed by correction pursuant to the provisions of Section 67-5-603, *et seq.*, Tenn. Code Ann.

2. Mortgages, Liens, Easements, Etc.: No conveyances for mortgages, liens or easements were found on the books and records of the Register's Office of Decatur County, Tennessee, that were not previously released, except:

A) Deed of Trust executed by Tommy L. Graham and wife, Euletta Joan Graham to T. Mike Estes, Trustee, of record in Book 269, Page 462, dated September 12, 2011, filed September 23, 2011, to secure to Farm Credit Services of Mid-America, FLCA, an indebtedness in the amount of \$4,500,000.00, and any other sums which may be and become payable under the terms thereof, including but not limited to principal, interest and service fees.

B) This property is subject to an Agreement (Deed Establishing A Boundary) filed April 30, 2010, in Book 258, Page 165, Register's Office of Decatur County, Tennessee.

C) Greenbelt of record in Book 228, Page 831, Register's Office of Decatur County, Tennessee.

D) Greenbelt of record in Book 228, Page 830, Register's Office of Decatur County, Tennessee.

E) Greenbelt of record in Book 228, Page 829, Register's Office of Decatur County, Tennessee.

F) Greenbelt of record in Book 228, Page 828, Register's Office of Decatur County, Tennessee.

(See instrument for complete terms and conditions as well as possible rights and options of the mortgagee or holder thereof, including rights respecting assumption of the debt secured thereby).

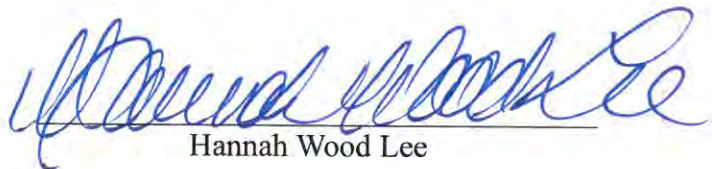
3. Survey: The description herein above used was taken from the title deeds as appear of record and does not result from a current survey. This Title Opinion is therefore subject to such state of facts and other matters as an accurate survey may reveal, including any errors, omissions, discrepancies and other matters concerning the description thereof and other holder adverse to the recorded owners to all or any part of said premises as may actually exist.

4. This **title opinion** does not make any representation with regard to (a) any parties in possession; (b) deficiencies in quantities of land; (c) boundary line disputes and location of improvements; (d) roadways; (e) any unrecorded easements; (f) any unrecorded liens, including liens for labor performed and materials furnished within the statutory period; (g) accuracy of the index books of the Register's Office for Decatur County, Tennessee; (h) any matter not of record in the Register's Office for Decatur County, Tennessee, which would be disclosed by an accurate survey or inspection of the property; (i) any undisclosed heirs; (j) any fraud or forgery in connection with any of the instruments in the chain of title; (k) mental incompetence; (l) confusion with regard to the name or proper identity of parties; (m) improprieties with regard to delivery of deeds; (n) marital rights (spouse or former spouse of past owner not revealed in the instruments); (o) any instrument executed by a minor; (p) lack of requisite capacity or approval of any corporation, partnership, trust or other entity; (q) lack of authority of any person executing an instrument on behalf of a corporation, partnership, trust or other entity or as an attorney-in-fact or representative for another person; (r) governmental building and zoning laws and regulations; (s) any threatened or pending lawsuits or other actions, unless notice thereof has been recorded in the Register's Office for Decatur County, Tennessee; (t) any environmental law or protection matters or problems, unless notice thereof has been recorded in the Register's Office for Decatur County, Tennessee; (u) any matter or claim arising by reason of the operation of any bankruptcy, insolvency, receivership, or similar creditors' rights laws; or (v) any claim asserted by Bureau of TennCare pursuant to T.C.A. 71-5-116. These are matters which would not be revealed by an examination of the records in the Register's Office Decatur County, Tennessee, and are therefore matters which we have not examined and about which we make no representation.

5. This **title opinion** is for the exclusive benefit of Tommy L. Graham and may not be relied upon by any other lender or party, and the liability of the undersigned is expressly limited to the fee paid for the services rendered.

Based upon the search made in this request, I believe the title in the above named party to be good.

Wood Law Offices, P.C.



Hannah Wood Lee

EXHIBIT A

TRACT NO. 1:

A tract of land located in the Seventh Civil District, Decatur County, Tennessee and being more particularly described as follows:

Begin at a concrete monument with a brass disk stamped "204-12", being the corner number assigned to this monument, as found on the east line of Glen Odle, et al (Deed Book 132, Page 159), said point being located on south line of the Tennessee National Wildlife Refuge (Busselltown Unit), said point being located at coordinates of North=478,600.00 feet and East= 1,384,419.00 feet in the Tennessee State Plane Coordinate System (NAD-27), and running thence with the grid of said coordinate system and the south line of the Wildlife Refuge, North 59 degrees 05 minutes 36 seconds East, 815.23 feet, to a concrete monument with disk stamped "204-11"; thence, North 00 degrees 11 minutes 47 seconds East, 551.85 feet, to a ½ inch iron pipe found; thence, South 66 degrees 37 minutes 31 seconds East, 537.00 feet, to a ½ inch iron pipe found; thence, North 55 degrees 19 minutes 36 seconds East, 450.00 feet, to a ½ inch iron pipe found; thence, North 32 degrees 31 minutes 51 seconds East, 758.70 feet, to a concrete monument with disk stamped "204-7"; thence North 87 degrees 11 minutes 13 seconds East, 748.92 feet, to a concrete monument with disk stamped "204-6" thence, North 01 degrees 15 minutes 53 seconds East, 829.84 feet, to a ½ inch iron pipe found; thence, North 83 degrees 42 minutes 21 seconds East, 371.64 feet to a ½ inch iron pipe found; thence, South 18 degrees 14 minutes 38 seconds East, 794.32 feet, to a ½ inch iron pipe found; thence, South 67 degrees 11 minutes 19 seconds East, 612.48 feet, to a ½ inch pipe found; thence, South 16 degrees 58 minutes 47 seconds East, 678.03 feet, to a ½ inch iron rod found; thence, North 79 degrees 49 minutes 34 seconds East, 440.40 feet, to a ½ inch iron pipe found on the crest of a ridge; thence, following the crest of the ridge, South 21 degrees 17 minutes 46 seconds West, 345.58 feet, to a ½ inch iron rod with identification cap stamped "PLS INC JACKSON TN" set, said rod being typical of all iron rods herein referred to as set; thence, South 04 degrees 49 minutes 10 seconds East, 416.79 feet, to an iron rod set; thence, South 42 degrees 07 minutes 23 seconds West, 205.84 feet, to an iron rod set; thence, South 72 degrees 25 minutes 57 seconds West, 250.64 feet, to an iron rod set; thence, South 42 degrees 12 minutes 50 seconds West, 163.86 feet, to an iron rod set; thence, South 14 degrees 36 minutes 25 seconds West, 494.29 feet, to an iron rod set; thence, South 47 degrees 42 minutes 38 seconds West, 362.32 feet, to an iron rod set; thence, South 13 degrees 55 minutes 57 seconds East, 301.02 feet, to an iron rod set; thence, South 10 degrees 13 minutes 07 seconds West, 293.25 feet, to an iron rod set; thence, South 85 degrees 12 minutes 36 seconds West, 404.60 feet, to an iron rod set; thence, South 14 degrees 16 minutes 36 seconds West, 298.25 feet, to an iron rod set; thence, South 49 degrees 00 minutes 14 seconds East, 210.95 feet, to an iron rod set; thence, South 20 degrees 47 minutes 48 seconds East, 291.59 feet, to an iron rod set; thence, South 38 degrees 30 minutes 20 seconds East, 345.46 feet, to an iron rod set; thence, South 15 degrees 11 minutes 54 seconds East, 316.05 feet, to an iron rod set; thence, South 88 degrees 48 minutes 05 seconds East, 159.78 feet, to an iron rod set; thence, South 58

degrees 41 minutes 36 seconds East, 351.13 feet, to an iron rod set; thence, South 00 degrees 23 minutes 45 seconds East, 263.42 feet, to an iron rod set; thence, South 20 degrees 35 minutes 44 seconds West, 443.15 feet, to an iron rod set; thence, South 29 degrees 51 minutes 57 seconds West, 449.35 feet, to an iron rod set; thence, South 63 degrees 53 minutes 11 seconds West, 346.22 feet, to an iron rod set; thence, South 18 degrees 50 minutes 19 seconds West, 541.59 feet, to an iron rod set on the north line of Hearington (Deed Book 130, Page 492); thence, North 88 degrees 30 minutes 51 seconds West, 353.65 feet, along the north line of Hearington, to a ½ inch iron rod set on the north right-of-way line of Bunch Chapel Road (50 foot right-of-way); thence, westerly a distance of 105.54 feet, along the arc of a curve to the left, said curve having a radius of 440.00 feet and a chord of North 77 degrees 07 minutes 09 seconds West, 105.29 feet, to a point; thence, North 83 degrees 59 minutes 27 seconds West, 267.16 feet, to a point; thence, North 86 degrees 09 minutes 24 seconds West, 142.64 feet, to an iron rod set on the east line of Glen Odle; thence, North 11 degrees 09 minutes 26 seconds West, 3,341.12 feet, along the east line of Odle, to an iron rod set at an 18-inch sycamore tree on the east bank of a creek; thence North 63 degrees 28 minutes 24 seconds West, along the east line of Odle and passing a ½ inch iron rod set at a distance of 2,056.12 feet, a total distance of 2,079.30 feet, to the centerline of a creek; thence, North 14 degrees 23 minutes 03 seconds East, 354.20 feet, along the creek, to the Point of Beginning.

Containing 341.15 acres within these bounds.

The above described tract is subject to claims of ownership by the adjoiners to the south. These claims amount to 2.57 acres of land and are more clearly defined on the attached survey plat.

TRACT NO. 2:

A tract of land located in the Seventh Civil District, Decatur County, Tennessee and being more particularly described as follows:

Begin at a rock pile found at the southwest corner of that tract conveyed to the T. P. Bateman, Jr. Heirs, as described in Deed Book 58, Page 268, said point being an interior northeast corner of James Arnold (Deed Book 126, Page 726); thence, North 06 degrees 27 minutes 24 seconds East, 663.03 feet, with the grid of the Tennessee State Plane Coordinate System and along an east line of Arnold, to a ½ inch iron rod found at a 24 inch white oak tree, the northeast of Arnold; thence, North 85 degrees 43 minutes 40 seconds West, 1,619.14 feet, along the north line of Arnold, to a ½ inch iron rod with identification cap stamped "PLS INC JACKSON TN", said rod being typical of all rods herein referred to as being set; thence, South 02 degrees 25 minutes 31 seconds West, 1,152.43 feet, along the west line of Arnold and Pam Smith (Deed Book 124, Page 362), to an iron rod set; thence North 88 degrees 30 minutes 51 seconds West, 2,149.16 feet, along a north line of Smith and Hearington (Deed Book 130, Page 492), to an iron rod set; thence, North 18 degrees 50 minutes 19 seconds East, 541.59 feet, along the crest of a ridge, to an iron rod set; thence, North 63 degrees 53 minutes 11 seconds East, 346.22 feet, to an iron rod set; thence, North 29 degrees 51 minutes 57 seconds East, 449.35 feet, to an iron rod set; thence, North 20 degrees 35 minutes 44 seconds East, 443.15 feet, to an iron rod set; thence, North 00 degrees 23 minutes 45 seconds West, 263.42 feet, to an iron rod set; thence, North 58 degrees

41 minutes 36 seconds West, 351.13 feet, to an iron rod set; thence, North 88 degrees 48 minutes 05 seconds West, 159.78 feet, to an iron rod set; thence, North 15 degrees 11 minutes 54 seconds West, 316.05 feet to an iron rod set; thence, North 38 degrees 30 minutes 20 seconds West, 345.46 feet, to an iron rod set; thence, North 20 degrees 47 minutes 48 seconds West, 291.59 feet, to an iron rod set; thence, North 49 degrees 00 minutes 14 seconds West, 210.95 feet, to an iron rod set; thence, North 14 degrees 16 minutes 36 seconds East, 298.25 feet, to an iron rod set; thence, North 85 degrees 12 minutes 36 seconds East, 404.60 feet, to an iron rod set; thence, North 10 degrees 13 minutes 07 seconds East, 293.25 feet, to a point; thence, North 13 degrees 55 minutes 57 seconds West 301.02 feet, to an iron rod set; thence, North 47 degrees 42 minutes 38 seconds East, 362.32 feet, to an iron rod set; thence, North 14 degrees 36 minutes 25 seconds East, 494.29 feet, to an iron rod set; thence, North 42 degrees 12 minutes 50 seconds East, 163.86 feet, to an iron rod set; thence, North 72 degrees 25 minutes 57 seconds East, 250.64 feet, to an iron rod set; thence, North 42 degrees 07 minutes 23 seconds East, 205.84 feet, to an iron rod set; thence, North 04 degrees 49 minutes 10 seconds West, 416.79 feet, to an iron rod set; thence, North 21 degrees 17 minutes 46 seconds East, 345.58 feet, to a ½ inch iron pipe found on the south line of the Tennessee National Wildlife Refuge (Bussell Town Unit), being Corner No. 200-38; thence, following the south line of the Wildlife Refuge, South 12 degrees 56 minutes 20 seconds East, 1,830.48 feet, to a concrete monument found with disk stamped "200-37"; thence, South 40 degrees 03 minutes 35 seconds East, 385.45 feet, to a concrete monument found with disk stamped "200-36"; thence, North 25 degrees 51 minutes 21 seconds East, 874.16 feet, to a ½ inch iron pipe found; thence, North 48 degrees 48 minutes 40 seconds West, 244.03 feet, to a ½ inch iron pipe found; thence North 06 degrees 02 minutes 23 seconds East, 1,184.09 feet, to a ½ inch iron pipe found; thence, South 82 degrees 53 minutes 15 seconds East, 364.44 feet, to a ½ inch iron pipe found; thence, South 18 degrees 55 minutes 53 seconds East, 767.22 feet, to a ½ inch iron pipe found; thence, North 77 degrees 04 minutes 02 seconds East, 1,748.17 feet, to a ½ inch iron pipe found; thence, South 28 degrees 57 minutes 17 seconds East, 663.91 feet, to a ½ inch iron pipe found; thence, North 14 degrees 00 minutes 42 seconds East, 607.17 feet, to a ½ inch iron pipe found; thence, North 64 degrees 14 minutes 12 seconds East, 996.21 feet, to a ½ inch iron pipe found; thence, North 04 degrees 10 minutes 22 seconds East, 937.33 feet, to a ½ inch iron pipe found; thence, North 60 degrees 43 minutes 52 seconds West, 1,394.30 feet, to a concrete monument found with a disk stamped "200-25"; thence, North 28 degrees 07 minutes 31 seconds East, 187.50 feet, to a concrete monument found with disk stamped "200-24"; thence, South 80 degrees 39 minutes 49 seconds East, 2,042.76 feet, to a ½ inch iron pipe found; thence, South 28 degrees 31 minutes 46 seconds East, 572.60 feet, to an iron rod found with disk stamped "200-22"; thence, South 45 degrees 01 minutes 24 seconds West, 903.42 feet, to an iron rod found with disk stamped "200-21"; thence, South 66 degrees 43 minutes 22 seconds East, 861.61 feet to an iron rod found with disk stamped "200-20"; thence, South 19 degrees 49 minutes 24 seconds West, 1,158.27 feet, to an iron rod found with disk stamped "200-19"; thence, North 89 degrees 30 minutes 31 seconds East, 640.54 feet, to an iron rod found with disk stamped "200-18"; thence, South 11 degrees 07 minutes 59 seconds East, 619.10 feet, to an iron rod found with disk stamped "200-17"; thence, North 79 degrees 25 minutes 47 seconds West, 939.88 feet, to a concrete monument found with disk stamped "200-16"; thence, South 20 degrees 41 minutes 25 seconds West, 663.34 feet, to a concrete monument found with disk stamped "200-15"; thence, South 05 degrees 41 minutes 25

seconds West, 615.70 feet, to an iron rod found with disk stamped "200-55", said point being on the north line of Volner Family Limited Partnership (Deed Book 133, Page 529); thence, North 81 degrees 50 minutes 11 seconds West, 1,149.55 feet, along the north line of said partnership, to an axle found on the east line of Mark S. Kolinski (Deed Book 85, Page 221); thence, North 02 degrees 12 minutes 45 seconds East, 70.08 feet, along the east line of Kolinski, to an axle found; thence, North 81 degrees 17 minutes 07 seconds West, 1,485.66 feet, along the north line of Kolinski, to an axle found; thence, South 05 degrees 00 minutes 17 seconds West, 1,492.29 feet, along the west line of Kolinski, to a grader blade found; thence, South 81 degrees 14 minutes 01 seconds East, 1,531.97 feet, along the south line of Kolinski, to an 18 inch cedar tree on the west line of the Volner Family Limited Partnership; thence, South 03 degrees 33 minutes 04 seconds West, 530.67 feet, along said line, to a rock pile found on the north line of mark S. Kolinski (Deed Book 98, Page 217); thence, North 85 degrees 18 minutes 00 seconds West, 311.93 feet, with Kolinski, to a rock pile found; thence, South 02 degrees 59 minutes 05 seconds West, 227.51 feet, with Kolinski, to a rock pile found; thence, North 86 degrees 13 minutes 15 seconds West, 513.93 feet, with Kolinski, to a rock pile found; thence, South 04 degrees 07 minutes 53 seconds West, 684.68 feet, with the west line of Kolinski and James Arnold (Deed Book 126, Page 726), to a ½ inch iron rod found at a stump; thence, North 88 degrees 19 minutes 02 seconds West, 585.04 feet, with the north line of Arnold, to the Point of Beginning.

Containing 584.07 acres within these bounds.

The above described tract is subject to claim of ownership by adjoiner to the south. The claim amounts to 15.08 acres of land and is more clearly defined on the attached survey plat.

TRACT NO. 3:

A tract of land located in the Fifth Civil District, Decatur County, Tennessee, and being more particularly described as follows:

Being at a ½ inch iron rod with identification cap stamped "PLS INC JACKSON TN" set, said rod being typical of all rods herein referred to as set, said point being the south west corner of another T. P. Bateman, Jr. heirs tract and being located at coordinates of North=483,203.00 feet and East=1,389,133.00 feet in the Tennessee State Plane Coordinate System (North American Datum-1972) and said point being corner number 200-39 on the north line of the Tennessee National Wildlife Refuge (Bussell Town Unit); thence, North 82 degrees 12 minutes 00 seconds West, 449.00 feet with the grid of the Tennessee State Plane Coordinate System and the north line of said Refuge, to a ½ inch iron pipe found; thence, North 20 degrees 05 minutes 20 seconds West, 1,159.92 feet, to a concrete monument with disk stamped "201-42" found; thence, North 57 degrees 59 minutes 29 seconds West, 194.65 feet, to a concrete monument with disk stamped "201-41" found; thence, South 03 degrees 50 minutes 32 seconds West, 1,123.85 feet, to a ½ inch iron pipe found; thence, North 84 degrees 23 minutes 24 seconds West, 1,618.44 feet, to a ½ inch iron pipe found; thence, North 50 degrees 40 minutes 23 seconds West, 724.16 feet, to a ½ inch iron pipe found at a southeast corner of Lyndall Goff (Deed Book 48, Page 241); thence, with the east line of Goff and generally with an old fence, North 15 degrees 09 minutes 20 seconds East, 600.17 feet, to an iron rod set; thence, North 09 degrees 21 minutes 33 seconds East, 154.53

feet, to an iron rod set; thence, North 19 degrees 36 minutes 31 seconds West, 309.41 feet, to an iron rod set; thence, South 57 degrees 53 minutes 02 seconds East, 31.92 feet, to an iron rod set; thence, North 52 degrees 39 minutes 49 seconds East, 370.00 feet, to an iron rod set; thence, North 45 degrees 34 minutes 56 seconds East, 938.02 feet, to an iron rod set; thence, North 30 degrees 10 minutes 49 seconds East, 148.09 feet, to an iron rod set; thence, North 27 degrees 18 minutes 42 seconds East, 260.37 feet, to an iron rod set; thence, North 14 degrees 51 minutes 18 seconds East, 103.04 feet, to an iron rod set, thence, North 08 degrees 13 minutes 19 seconds East, 470.01 feet, to an iron rod set; thence, North 15 degrees 06 minutes 49 seconds East, 433.47 feet, to an iron rod set; thence, North 08 degrees 24 minutes 36 seconds East, 709.62 feet, to an iron rod set; thence, North 20 degrees 27 minutes 35 seconds East, 381.25 feet, to a 30-inch oak tree on the south line of Paul F. Teague and wife (Deed Book 113, Page 362); thence, South 80 degrees 54 minutes 04 seconds East, 2,212.42 feet, to a steel fence post found at the northwest corner of T. P. Bateman, Jr. heirs (Will Book 2, Page 359); thence, South 07 degrees 44 minutes 20 seconds West, 4,731.48 feet, to the Point of Beginning.

Containing 287.86 acres within these bounds.

TRACT NO. 4:

A tract of land located in the Fifth Civil District, Decatur County, Tennessee, and being more particularly described as follows:

Begin at a ½ inch iron rod with identification cap stamped "PLS INC JACKSON TN" set, said rod being typical of all rods herein referred to as set, said point being the southwest corner of the parcel described herein, the southeast corner of another T. P. Bateman, Jr. heirs tract (Deed Book 84, Page 619) and being located at coordinates of North=483,203.00 feet and East=1,389,133,00 feet in the Tennessee State Plane Coordinate System (North American Datum-1927) and said point being corner number 200-39 on the north line of the Tennessee National Wildlife Refuge (Bussell Town Unit); thence, North 07 degrees 44 minutes 20 seconds East, 4,731.48 feet, with the grid of the Tennessee State Plane Coordinate System and the east line of the T. P. Bateman, Jr. heirs (Deed Book 84, Page 619), to a steel fence post found on the south line of Paul F. Teague and wife (Deed Book 113, Page 362); thence, South 80 degrees 54 minutes 04 seconds East, 1344.15 feet, along the south line of Teague, to an iron rod set at the northwest corner of James R. Goff and wife (Deed Book 133, Page 773); thence, South 01 degrees 03 minutes 19 seconds West, 4,0753.49 feet, along the west line of Goff, to a ½ inch iron pipe found on the north line of the Wildlife Refuge; thence, along said north line, North 64 degrees 56 minutes 41 seconds West, 946,29 feet, to a ½ inch iron pipe found; thence, South 01 degrees 38 minutes 02 seconds East, 1,140.41 feet, to a ½ inch iron pipe found; thence, South 89 degrees 18 minutes 13 seconds West, 1,211.35 feet to a ½ inch iron pipe found; thence, North 22 degrees 34 minutes 07 seconds East, 382.17 feet, to the Point of Beginning.

Containing 167.05 acres within these bounds.

The above described tract is subject to a claim of ownership by the adjoiner to the east. The claim amounts to 5.05 acres of land and is more clearly defined on the attached survey plat.

This being the same property conveyed to Tommy L. Graham by Clerk and Master's Deed, filed April 13, 2007, Deed Book 227, Page 931, Register's Office of Decatur County, Tennessee.



WOOD LAW OFFICES, P.C.

A Professional Corporation
Parsons • Lexington

Attorneys at Law
Ricky L. Wood
Hannah Wood Lee

August 25, 2016

Parsons Office ☐
36 Tennessee Avenue S.
Post Office Box 636
Parsons, TN 38363
731-847-6713
731-847-7902 Fax
woodlaw@netease.net

Tommy L. Graham & Graham Holdings, Inc.
P.O. Box 789
1230 Squirrel Hollow Drive
Linden, TN 37096

Re: Real Estate Owned by Tommy L. Graham

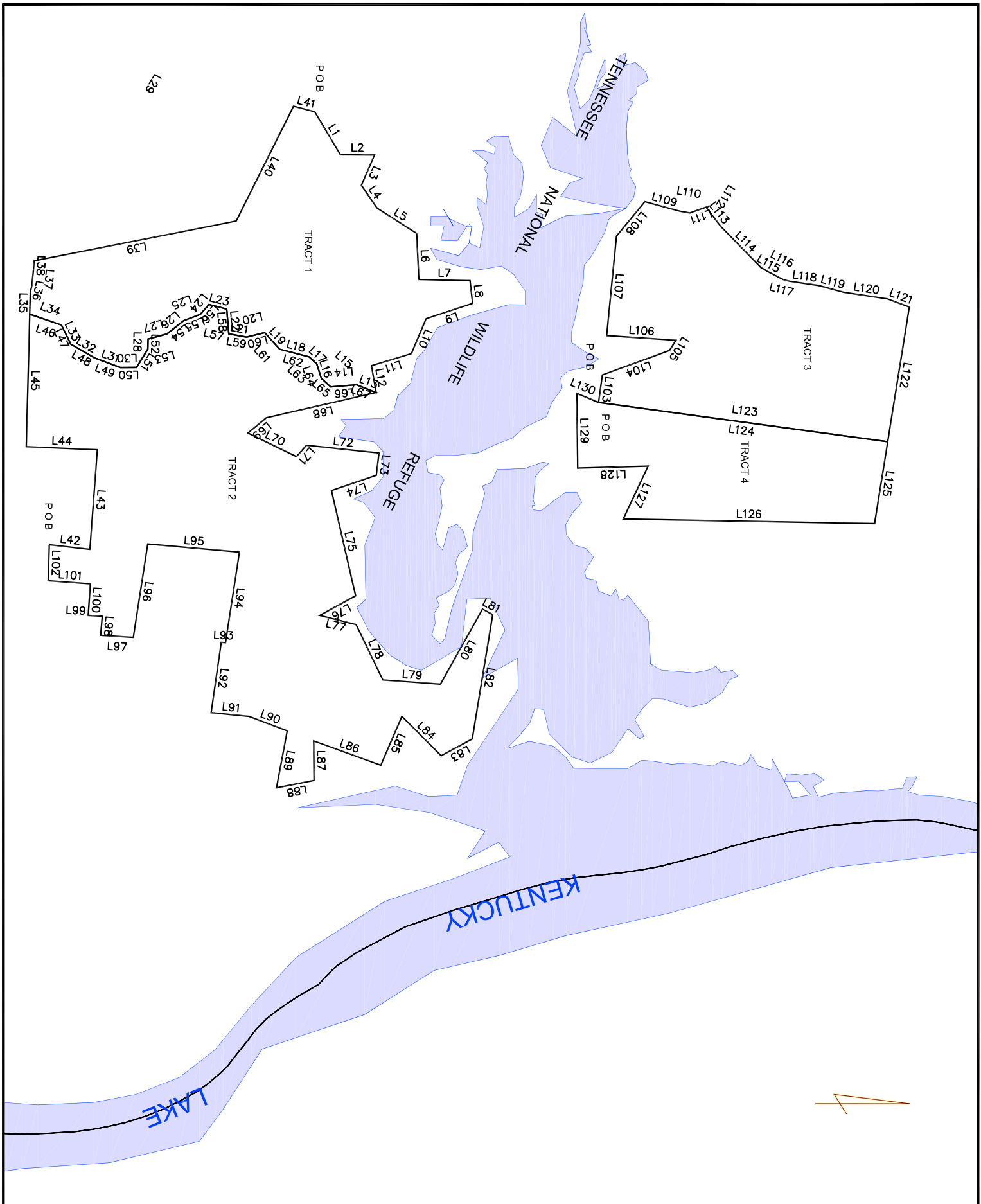
Lexington Office ☐
24 Monroe Avenue
Post Office Box 371
Lexington, TN 38351
731-968-9908
731-968-1577 Fax
woodlaw1@netease.net

STATEMENT FOR LEGAL SERVICES

Preliminary Title Opinion

\$150.00

TOTAL AMOUNT DUE: \$150.00



LINE TABLE

LINE	LENGTH	BEARING
L1	815.23	N59°05'36"E
L2	551.85	N00°11'47"E
L3	537.00	S66°37'31"E
L4	450.00	N55°19'36"E
L5	758.70	N32°31'51"E
L6	748.92	N87°11'13"E
L7	829.84	N01°15'53"E
L8	371.64	N83°42'21"E
L9	794.32	S18°14'38"E
L10	612.48	S67°11'19"E
L11	678.03	S16°58'47"E
L12	440.40	N79°49'34"E
L13	345.58	S21°17'46"W
L14	416.79	S04°49'10"E
L15	205.84	S42°07'23"W
L16	250.64	S72°25'57"W
L17	163.86	S42°12'50"W
L18	494.29	S14°36'25"W
L19	362.32	S47°42'38"W
L20	301.02	S13°55'57"E
L21	293.25	S10°13'07"W
L22	404.60	S85°12'36"W
L23	298.25	S14°16'36"W
L24	210.95	S49°00'14"E
L25	291.59	S20°47'48"E
L26	345.46	S38°30'20"E
L27	316.05	S15°11'54"E
L28	159.78	S88°48'05"E
L29	351.13	S58°41'36"E
L30	263.42	S00°23'45"E
L31	443.15	S20°35'44"W
L32	449.35	S29°51'57"W
L33	346.22	S63°53'11"W
L34	541.59	S18°50'19"W
L35	353.65	N88°30'51"W
L36	105.29	N77°07'09"W
L37	267.16	N83°59'27"W
L38	142.64	N86°09'24"W
L39	334.12	N11°09'26"W
L40	2079.30	N63°28'24"W
L41	354.20	N14°23'03"E
L42	663.03	N06°27'24"E
L43	1619.14	N85°43'40"W
L44	1152.43	S02°25'31"W
L45	2149.16	N88°30'51"W
L46	541.59	N18°50'19"E
L47	346.22	N63°53'11"E
L48	449.35	N29°51'57"E
L49	443.15	N20°35'44"E
L50	263.42	N00°23'45"W

LINE TABLE

LINE	LENGTH	BEARING
L51	351.13	N58°41'36"W
L52	159.78	N88°48'05"W
L53	316.05	N15°11'54"W
L54	345.46	N38°30'20"W
L55	291.59	N20°47'48"W
L56	210.95	N49°00'14"W
L57	298.25	N14°16'36"E
L58	404.60	N85°12'36"E
L59	293.25	N10°13'07"E
L60	301.02	N13°55'57"W
L61	362.32	N47°42'38"E
L62	494.29	N14°36'25"E
L63	163.86	N42°12'50"E
L64	250.64	N72°25'57"E
L65	205.84	N42°07'23"E
L66	416.79	N04°49'10"W
L67	345.58	N21°17'46"E
L68	1830.48	S12°56'20"E
L69	385.45	S40°03'35"E
L70	874.16	N25°51'21"E
L71	244.03	N48°48'40"W
L72	1184.09	N06°02'23"E
L73	364.44	S82°53'15"E
L74	767.22	S18°55'53"E
L75	1748.17	N77°04'02"E
L76	663.91	S28°57'17"E
L77	607.17	N14°00'42"E
L78	996.21	N64°14'12"E
L79	937.33	N04°10'22"E
L80	1394.30	N60°43'52"W
L81	187.50	N28°07'31"E
L82	2042.76	S80°39'49"E
L83	572.60	S28°31'46"E
L84	903.42	S45°01'24"W
L85	861.61	S66°43'22"E
L86	1158.27	S19°49'24"W
L87	640.54	N89°30'31"E
L88	619.10	S11°07'59"E
L89	939.88	N79°25'47"W
L90	663.34	S20°41'25"W
L91	615.70	S05°41'25"W
L92	1149.55	N81°50'11"W
L93	70.08	N02°12'45"E
L94	1485.66	N81°17'07"W
L95	1492.29	S05°00'17"W
L96	1531.97	S81°14'01"E
L97	530.67	S03°33'04"W
L98	311.93	N85°18'00"W
L99	227.51	S02°59'05"W
L100	513.93	N86°13'15"W

LINE TABLE

LINE	LENGTH	BEARING
L101	684.68	S04°07'53"W
L102	585.04	N88°19'02"W
L103	449.00	N82°12'00"W
L104	1159.92	N20°05'20"W
L105	194.65	N57°59'29"W
L106	1123.85	S03°50'32"W
L107	1618.44	N84°23'24"W
L108	724.16	N50°40'23"W
L109	600.17	N15°09'20"E
L110	154.53	N09°21'33"E
L111	309.41	N19°36'31"W
L112	31.92	S57°53'02"E
L113	370.00	N52°39'49"E
L114	938.02	N45°34'56"E
L115	148.09	N30°10'49"E
L116	260.37	N27°18'42"E
L117	103.04	N14°51'18"E
L118	470.01	N08°13'19"E
L119	433.47	N15°06'49"E
L120	709.62	N08°24'36"E
L121	381.25	N20°27'35"E
L122	2212.42	S80°54'04"E
L123	4731.48	S07°44'20"W
L124	4731.48	N07°44'20"E
L125	1344.15	S80°54'04"E
L126	4075.50	S01°03'19"W
L127	946.29	N64°56'41"W
L128	1140.41	S01°38'02"E
L129	1211.35	S89°18'13"W
L130	382.17	N22°34'07"E





Kyle Carney <carneyconservationconsultants@gmail.com>

Cub Creek

1 message

Kyle Carney <carneyconservationconsultants@gmail.com>
To: Randy Bowen <rbowen@bowencpas.com>

Mon, Aug 28, 2017 at 9:47 AM

-
A. Kyle Carney, DMD
President
Carney Conservation Consultants LLC
Preserving Land for Tomorrow
706-844-5861

 **Cub Creek BDR_FINAL.pdf**
18822K

**CONSERVATION EASEMENT
BASELINE DOCUMENTATION REPORT
CUB CREEK PRESERVE, LLC
DECATUR COUNTY, TENNESSEE
December 19, 2016**



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

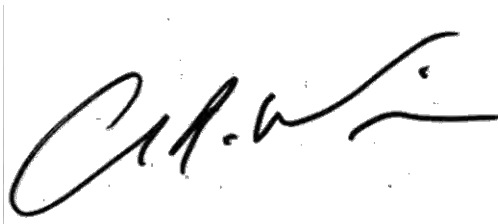
BASELINE DOCUMENTATION REPORT

CUB CREEK PRESERVE, LLC

CONSERVATION EASEMENT

Baseline data for Conservation Easement granted by CUB CREEK PRESERVE, LLC in Decatur County, Tennessee, to Foothills Land Conservancy.

Prepared by:

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

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

Contributing Authors

Meredith Clebsch, Foothills Land Conservancy – supervised development of document

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

(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	
Open Space	
Geology	
Soils	
Land Use Information & Anthropogenic Features	
Flora and Fauna Reports	
TN Natural Heritage Database Report on Listed Species	
Observed Species Lists	
Archaeological Report	
TN Division of Archaeology Letter on Archaeology Database	
Photographs of Current Site Conditions	
Photo Point Maps	
Photographs	
Maps	
• Aerial Photograph with Boundaries	
• State Map	
• County Map	
• USGS Quadrangle Map	
• Wetlands, Streams, & Watersheds Map	
• Flood Map	
• Soils Map with Descriptions & Prime Agricultural Soils	

- Sub-surface Geology and Legend
- Land Use Map
- Survey Map
- House Site Drawing
- Conservation Management Areas Map
- Anthropogenic Features Map
- Protected Areas & Ecoregional Portfolio Areas Map
- TN State Wildlife Action Plan Map
- Climate Resilience Map
- Natural Communities Map

Directions to Property, with map

References

Preparers' Qualifications and Contributions

Exhibits

- A. Conservation Easement

PROJECT BRIEF

CONSERVATION VALUES

Size: Approximately 1,380.08 acres

Location: Decatur County, TN

Elevation: ~380' - 600' above mean sea level

Watersheds: Cub Creek, Toms Creek-Tennessee River, and Lick Creek-Tennessee River

The property contains good quality examples of three natural communities: Interior Plateau Chinquapin Oak – Shumard Oak Forest, Southern Green Ash – Elm – Sugarberry Forest, and Southern Red Oak – Mixed Oak Forest.

The property contains significant habitat features such as limestone outcrops, late successional floodplain forests, and a natural cave habitat and spring with the potential for rare cave obligate animals.

The Conservation Area contains suitable habitat for over 10 Greatest Conservation Need species identified in the 2015 Tennessee State Wildlife Action Plan, including Wood Thrush, Louisiana Waterthrush, Yellow-breasted Chat, Prairie Warbler, Timber Rattlesnake, and Eastern Box Turtle.

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

The property shares an extensive boundary with the Tennessee National Wildlife Refuge managed by the U.S. Fish & Wildlife Service, essentially creating a large buffer on the north and south boundaries of the Cub Creek portion of the Refuge. The property is also in close proximity to the Mousetail Landing State Park, managed by TN State Parks & Recreation. The property's location thus contributes to the viability of these federal and state conservation lands by increasing the overall ecologically effective size of the protected areas, reducing the threat of future fragmentation, and protecting water quality.

The Nature Conservancy's Resilient Sites for Terrestrial Conservation in the Southeast Region Assessment (2014) ranked the property as "Above Average" to "Far Above Average" for its resilience to climate change, based on the diversity of microhabitats and climatic gradients available on the property, and habitat connectivity in the

landscape, indicating the Conservation Area is a strategic priority for biodiversity conservation in the face of climate change.

Upper elevation portions of the property are visible from Cub Creek and provide scenic views to boaters within the Tennessee National Wildlife Refuge.

In addition to riparian stream corridors and other significant ecological features, the property contains important forest lands which will be protected from development and remain operable and available for the production of timber and other wood products.

BACKGROUND INFORMATION

OWNER ACKNOWLEDGEMENT OF CONDITION

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

12/19/2016
Date

For the Grantors:

**Cub Creek Preserve, LLC, By Its Manager,
Southern Land Protectors, LLC**

By: 
Kyle Carney, Manager

For the Grantee:


William C. Clabough, Sr.
Foothills Land Conservancy

OWNER INFORMATION

Cub Creek Preserve, LLC
22 Shorter Avenue
Rome, Georgia 30165
Attn: Mike Mathis

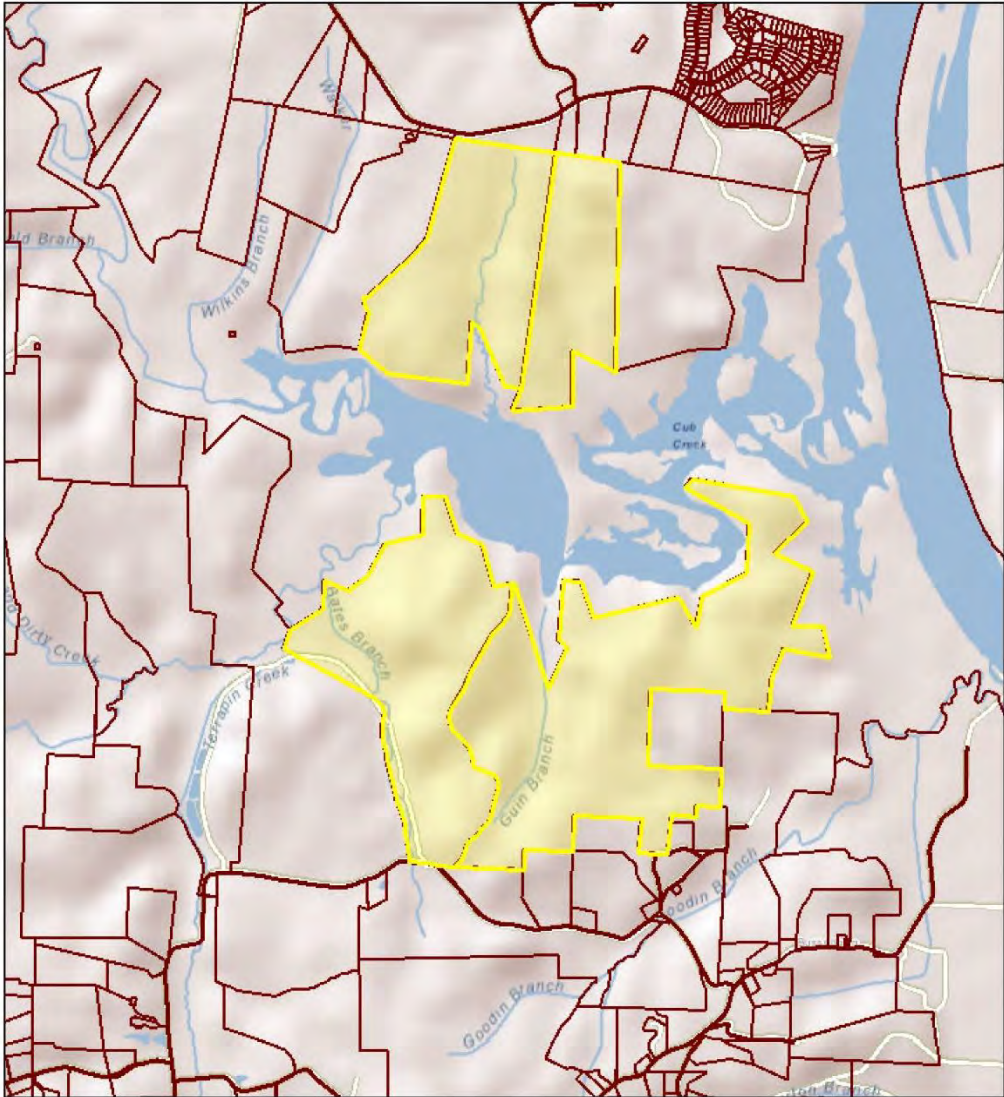
PROPERTY DESCRIPTION

(See Exhibit A Below)

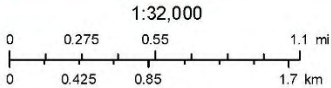
Parcel Map and Property Data

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

Decatur County - Parcel: 0650 C 012.00



November 17, 2016



State of Tennessee  Comptroller of the Treasury
Real Estate Assessment Data

[Home](#) [About](#) [New Search](#) [Return to List](#)

County Number: 020

County Name: DECATUR

Tax Year: 2017

Property Owner and Mailing Address

Jan 1 Owner:
 GRAHAM TOMMY L
 P O BOX 789
 LINDEN, TN 37096

Property Location

Address: BRODIES LANDING RD

Map: 037 Grp: Ctrl Map: 037 Parcel: 003.00 PI: S/I: 000

Value Information

Reappraisal Year: 2014

Land Mkt Value: \$383,700

Improvement Value: \$0

Total Market Appraisal: \$383,700

Assessment %: 25

Assessment: \$95,925

General Information

Class: 10 - FARM
 City #: 000 City:
 SSD1: 000 SSD2: 000
 District: 05 Mkt Area: F03
 # Bldgs: 0 # Mobile Homes: 0
 Utilities - Water / Sewer: 11 - INDIVIDUAL / INDIVIDUAL Utilities - Electricity: 01 - PUBLIC
 Utilities - Gas / Gas Type: 00 - NONE Zoning:

Subdivision Data

Subdivision:

Plat Bk: Plat Pg: Block: Lot:

Additional Description

Building Information

Extra Features

Sale Information

Sale Date	Price	Book	Page	Vac/Imp	Type Instrument	Qualification
11/05/2016	\$1,000	315	609	VACANT	WD	M
04/13/2007	\$0	227	931			
03/04/2006	\$0	214	560			

11/17/2016

Parcel Detail

08/08/2000	\$227,383	151	935	VACANT	WD	N
04/13/2000	\$0	149	470			
11/15/1993	\$0	123	491			
09/30/1977	\$0	84	619			
04/10/1976	\$0	117	104			

Land Information

Deed Acres: 287.88 Calc Acres: 0.00 Total Land Units: 287.88

Land Type: 62 - WOODLAND 2 Soil Class: P Units: 201.88
Land Type: 62 - WOODLAND 2 Soil Class: A Units: 6.00
Land Type: 62 - WOODLAND 2 Soil Class: G Units: 63.00
Land Type: 46 - ROTATION Soil Class: G Units: 3.00
Land Type: 23 - NONPRODUCTIVE Soil Class: Units: 14.00

[New Search](#) [Return to List](#) [View GIS Map for this Parcel](#)

Glossary of Terms	How to Search	Fact Sheet
Division of Property Assessments Home Page	Comptroller of the Treasury Home Page	State of Tennessee Home Page

State of Tennessee  Comptroller of the Treasury
Real Estate Assessment Data

Home About New Search Return to List

County Number: 020

County Name: DECATUR

Tax Year: 2017

Property Owner and Mailing Address

Jan 1 Owner:
 GRAHAM TOMMY L
 P O BOX 789
 LINDEN, TN 37096

Property Location

Address: BRODIES LANDING RD

Map: 037 Grp: Ctrl Map: 037 Parcel: 004.00 PI: S/I: 000

Value Information

Reappraisal Year: 2014

Land Mkt Value: \$215,700

Improvement Value: \$0

Total Market Appraisal: \$215,700

Assessment %: 25

Assessment: \$53,925

General Information

Class: 10 - FARM
 City #: 000 City:
 SSD1: 000 SSD2: 000
 District: 05 Mkt Area: F03
 # Bldgs: 0 # Mobile Homes: 0
 Utilities - Water / Sewer: 11 - INDIVIDUAL / INDIVIDUAL Utilities - Electricity: 01 - PUBLIC
 Utilities - Gas / Gas Type: 00 - NONE Zoning:

Subdivision Data

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

Additional Description

Building Information

Extra Features

Sale Information

Sale Date	Price	Book	Page	Vac/Imp	Type Instrument	Qualification
04/13/2007	\$0	227	931			
03/04/2006	\$0	214	561			
08/08/2000	\$227,383	151	935	VACANT	WD	N

11/17/2016

Parcel Detail

04/13/2000	\$0	149	470
04/10/1976	\$0	117	104

Land Information

Deed Acres: 0.00 Calc Acres: 0.00 Total Land Units: 167.00
Land Type: 62 - WOODLAND 2 Soil Class: P Units: 129.00
Land Type: 62 - WOODLAND 2 Soil Class: A Units: 2.00
Land Type: 62 - WOODLAND 2 Soil Class: G Units: 28.00
Land Type: 23 - NONPRODUCTIVE Soil Class: Units: 8.00

[New Search](#)

[Return to List](#)

[View GIS Map for this Parcel](#)

[Glossary of Terms](#)

[How to Search](#)

[Fact Sheet](#)

[Division of Property Assessments](#)
[Home Page](#)

[Comptroller of the Treasury](#)
[Home Page](#)

[State of Tennessee](#)
[Home Page](#)

State of Tennessee  Comptroller of the Treasury
Real Estate Assessment Data

Home About New Search Return to List

County Number: 020 County Name: DECATUR Tax Year: 2017

Property Owner and Mailing Address

Jan 1 Owner:
 GRAHAM TOMMY L
 P O BOX 789
 LINDEN, TN 37096

Property Location

Address: BUNCHES CHAPEL RD
 Map: 044 Grp: Ctrl Map: 044 Parcel: 001.01 PI: S/I: 000

Value Information

Reappraisal Year: 2014
 Land Mkt Value: \$634,600
 Improvement Value: \$0
 Total Market Appraisal: \$634,600
 Assessment %: 25
 Assessment: \$158,650

General Information

Class: 10 - FARM
 City #: 000 City: 000
 SSD1: 000 SSD2: 000
 District: 05 Mkt Area: F03
 # Bldgs: 0 # Mobile Homes: 0
 Utilities - Water / Sewer: 11 - INDIVIDUAL / INDIVIDUAL Utilities - Electricity: 01 - PUBLIC
 Utilities - Gas / Gas Type: 00 - NONE Zoning:

Subdivision Data

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

Additional Description

Building Information

Extra Features

Sale Information

Sale Date	Price	Book	Page	Vac/Imp	Type Instrument	Qualification
04/13/2007	\$0	227	931			
03/04/2006	\$0	214	560			
08/08/2000	\$227,383	151	935	VACANT	WD	N

11/17/2016

Parcel Detail

04/13/2000	\$0	149	470
09/30/1977	\$0	84	619
04/10/1976	\$0	117	104

Land Information

Deed Acres: 341.15 Calc Acres: 0.00 Total Land Units: 341.15

Land Type: 62 - WOODLAND 2 Soil Class: P Units: 251.15

Land Type: 62 - WOODLAND 2 Soil Class: A Units: 14.00

Land Type: 62 - WOODLAND 2 Soil Class: G Units: 42.00

Land Type: 46 - ROTATION Soil Class: P Units: 3.00

Land Type: 46 - ROTATION Soil Class: G Units: 14.00

Land Type: 23 - NONPRODUCTIVE Soil Class: Units: 17.00

[New Search](#) [Return to List](#) [View GIS Map for this Parcel](#)

Glossary of Terms	How to Search	Fact Sheet
Division of Property Assessments Home Page	Comptroller of the Treasury Home Page	State of Tennessee Home Page

State of Tennessee  Comptroller of the Treasury
Real Estate Assessment Data

Home About New Search Return to List

County Number: 020

County Name: DECATUR

Tax Year: 2017

Property Owner and Mailing Address

Jan 1 Owner:
 GRAHAM TOMMY L
 P O BOX 789
 LINDEN, TN 37096

Property Location

Address: BATEMAN HOME PLACE LP

Map: 044 Grp: Ctrl Map: 044 Parcel: 002.00 PI: S/I: 000

Value Information

Reappraisal Year: 2014

Land Mkt Value: \$834,100

Improvement Value: \$0

Total Market Appraisal: \$834,100

Assessment %: 25

Assessment: \$208,525

General Information

Class: 10 - FARM
 City #: 000 City:
 SSD1: 000 SSD2: 000
 District: 07 Mkt Area: F03
 # Bldgs: 0 # Mobile Homes: 0
 Utilities - Water / Sewer: 11 - INDIVIDUAL / INDIVIDUAL Utilities - Electricity: 01 - PUBLIC
 Utilities - Gas / Gas Type: 00 - NONE Zoning:

Subdivision Data

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

Additional Description

Building Information

Extra Features

Sale Information

Sale Date	Price	Book	Page	Vac/Imp	Type Instrument	Qualification
04/13/2007	\$0	227	931			
03/04/2006	\$0	214	560			
08/08/2000	\$227,383	151	935	VACANT	WD	N

11/17/2016

Parcel Detail

04/13/2000	\$0	149	470
04/10/1976	\$0	117	104

Land Information

Deed Acres: 584.07 Calc Acres: 0.00 Total Land Units: 584.07
Land Type: 62 - WOODLAND 2 Soil Class: P Units: 555.07
Land Type: 23 - NONPRODUCTIVE Soil Class: Units: 29.00

[New Search](#)

[Return to List](#)

[View GIS Map for this Parcel](#)

[Glossary of Terms](#)

[How to Search](#)

[Fact Sheet](#)

[Division of Property Assessments](#)
[Home Page](#)

[Comptroller of the Treasury](#)
[Home Page](#)

[State of Tennessee](#)
[Home Page](#)

PURPOSE AND SUMMARY OF CONSERVATION EASEMENT PROVISIONS

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

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

SIGNIFICANCE OF THE PROPERTY

The Foothills Land Conservancy Corporate Mission

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

Tennessee Agricultural, Forestry and Open Space Resource Preservation

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

Tennessee Conservation Easement Act of 1981

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

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

Date: 11/10/2016

The Board of Directors of the Foothills Land Conservancy, a private non-profit corporation, hereby authorizes the acceptance of a conservation easement if offered from Cub Creek Preserve, LLC, Decatur County, Tennessee.



Madge Cleveland, President



Mark Jendrek, Secretary

MINUTES OF BOARD MEETING AT WHICH THE EASEMENT WAS ACCEPTED

(excerpted)

Foothills Land Conservancy (FLC)

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

November 10, 2016, at the offices of FLC, 373 Ellis Ave., Maryville, TN 37804

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

Call to Order

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

Approval of the Minutes

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

Committee Reports

Land Protection Committee

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

cutting under the guidelines listed within the Harvest Plan prepared by forester, Keith Moss, for Harper Branch. John Proffitt seconded the motion and the motion passed unanimously.

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

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

(excerpted)

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

(excerpted)

Approval	Project	Acreage	County	State	House sites	Scenic	Nat Res	Open Space	Agric
FINAL	Cub Creek	1,380.08	Perry	TN	2, 2ac	x	x	x	x

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

RECITALS
from CUB CREEK PRESERVE, LLC
CONSERVATION EASEMENT

(any reference to “Exhibits” in this section refers to the CE document)
(CE FINAL 3 of 12-27-16)

WHEREAS, Grantor is the owner in fee simple of real property containing approximately 1,380.08 acres located in Decatur County, Tennessee, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property") and depicted on the survey drawings attached hereto as Exhibit "B" over which Grantor wishes to grant Grantee a conservation easement; and

WHEREAS, upper elevation portions of the Property are visible from Cub Creek, thus providing natural scenic views to boaters and to the general public within the Tennessee National Wildlife Refuge; and

WHEREAS, the Property contributes to the ecological viability of the area in the vicinity of the Cub Creek and the Cub Creek, Toms Creek – Tennessee River and Lick Creek – Tennessee River watersheds (collectively, the “Wildlife Areas”); and

WHEREAS, the Property is in the vicinity to other publically protected areas, including the Tennessee National Wildlife Refuge, which is managed by the U.S. Fish & Wildlife Service and is adjacent to the Property, and Mousetail Landing State Park, which is managed by Tennessee State Parks & Recreation, and the preservation of the Property thus contributes to the viability of these federal and state conservation lands by increasing the overall ecologically effective size of the protected areas, reducing the threat of future fragmentation, and protecting water quality; and

WHEREAS, the Property shares an extensive boundary with the Tennessee National Wildlife Refuge, which essentially creates a large buffer on the north and south boundaries of the Cub Creek portion of the refuge; and

WHEREAS, the Property contains over three (3) miles of perennial streams, including tributaries to Cub Creek according to the USGS National Hydrography Dataset, and protection of the Property and said water features will minimize sedimentation into important downstream waterways and contribute to improved water quality; and

WHEREAS, the Property contains, in addition to riparian stream corridors and other significant ecological features, important forest lands which will be protected from development and remain operable and available for the production

of timber and other wood products; and

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

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

WHEREAS, the Property is located within the Northern Hills & Headwaters Terrestrial Conservation Site identified by The Nature Conservancy's 2003 Ecoregional Assessment for the Upper East Gulf Coastal Plain, and protection of the Property helps preserve this significant ecological area; and

WHEREAS, the Property includes a variety of habitats, and multiple habitat types on the Property, abundant water sources, relative proximity to rare species (including eight (8) rare species which occur within five (5) miles of the Property according to the Natural Heritage Inventory Program) and vast contiguous forested areas offer generous natural resources for many plant species plus resident and migratory wildlife and fish species; and

WHEREAS, the Property contains suitable habitat for over ten (10) Greatest Conservation Need species identified in the 2015 Tennessee State Wildlife Action Plan, including the Wood Thrush, Louisiana Waterthrush, Yellow-breasted Chat, Prairie Warbler, Timber Rattlesnake (which was observed on the Property during a site visit) and Eastern Box Turtle; and

WHEREAS, the Property contains good quality examples of three natural communities: Interior Plateau Chinquapin Oak – Shumard Oak Forest (which is considered a rare natural community), Southern Green Ash – Elm – Sugarberry Forest, and Southern Red Oak – Mixed Oak Forest; and

WHEREAS, the Property contains significant habitat features such as limestone outcrops, late successional floodplain forests, and a natural cave and spring which create the potential for occurrences of rare cave obligate animals; and

WHEREAS, Grantor certifies that the Property possesses ecological, natural,

scenic, forested, open land, and wildlife and fish habitat values (collectively, "Conservation Values") of great importance to Grantor, the people and visitors of Decatur County and the people and visitors of the State of Tennessee and which further contributes to the national goals to conserve scenery and wildlife for the enjoyment of future generations; and

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

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

WHEREAS, the areas around and in the vicinity of the Wildlife Areas in western Tennessee, around and in the vicinity of Decatur County, Tennessee and regionally around the metropolitan areas of Nashville and Jackson, Tennessee are rapidly developing regions, and large tracts of natural lands are immediately threatened with residential, commercial and industrial development; and

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

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

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

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

WHEREAS, Grantor further intends to subject all of its ownership interest in the Property to the terms hereof, and Grantee acknowledges that intent; and

WHEREAS, Grantee is a publicly supported, tax-exempt nonprofit organization and is a "qualified organization" under Sections 501(c)(3), 170(b)(1)(A)(vi) and 170(h)(3), respectively, of the Internal Revenue Code of 1986,

as amended, and the regulations promulgated thereunder (the "Code"), an "eligible donee" within the meaning of Treasury Regulation Section 1.170A-14(c)(1), whose primary purpose is to preserve land, water, air, wildlife, scenic qualities and open space by implementing programs for protecting unique or rare natural areas, water front, stream corridors and watersheds; and

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

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

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

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

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

WHEREAS, this Easement constitutes a "qualified real property interest" as established in § 170(h)(2)(C) of the Code; and

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

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

LEGAL CONDITION

DEED OF CONSERVATION EASEMENT WITH PROPERTY DESCRIPTION

(See Exhibit A)

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

CONSERVATION VALUES

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

Field data was gathered during site visits by Christopher Wilson on August 25, 2016, and by Lloyd Raleigh on October 22, 2016

NATURAL HABITAT

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

- The property shares an extensive boundary with the Tennessee National Wildlife Refuge managed by the U.S. Fish & Wildlife Service, essentially creating a large buffer on the north and south boundaries of the Cub Creek portion of the Refuge. The property is also in close proximity to the Mousetail Landing State Park, managed by TN State Parks & Recreation. The property’s location thus contributes to the viability of these federal and state conservation lands by increasing the overall ecologically effective size of the protected areas, reducing the threat of future fragmentation, and protecting water quality.

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

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

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

diversity of microhabitats and climatic gradients available on the property, and habitat connectivity in the landscape, indicating the Conservation Area is a strategic priority for biodiversity conservation in the face of climate change.

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

- Based on field surveys by Chris Wilson, the property contains suitable habitat for over 10 Greatest Conservation Need species identified in the 2015 Tennessee State Wildlife Action Plan, including Wood Thrush, Louisiana Waterthrush, Yellow-breasted Chat, Prairie Warbler, Timber Rattlesnake, and Eastern Box Turtle.
- A Timber Rattlesnake (a Greatest Conservation Need species) was observed on the property during the site visit.

Potential TN State Wildlife Action Plan - Species of Greatest Conservation Need on the property based on habitat observations by Chris Wilson

Common Name	Scientific Name	Global Rank	State Rank
Allegheny Woodrat	<i>Neotoma magister</i>	G3G4	S3
Blue-winged Warbler	<i>Vermivora cyanoptera</i>	G5	S4
Chimney Swift	<i>Chaetura pelagica</i>	G5	S5
Chuck-will's-widow	<i>Caprimulgus carolinensis</i>	G5	S3S4
Eastern Box Turtle	<i>Terrapene carolina</i>	G5	S4
Gray Bat	<i>Myotis grisescens</i>	G3	S2
Indiana Bat	<i>Myotis sodalis</i>	G2	S1
Kentucky Warbler	<i>Geothlypis formosa</i>	G5	S4
Louisiana Waterthrush	<i>Parkesia motacilla</i>	G5	S4
Northern Bobwhite	<i>Colinus virginianus</i>	G5	S2S3
Northern Myotis	<i>Myotis septentrionalis</i>	G4	S4
Prairie Warbler	<i>Setophaga discolor</i>	G5	S3S4
Timber Rattlesnake	<i>Crotalus horridus</i>	G4	S4
Western Pygmy Rattlesnake	<i>Sistrurus miliarius streckeri</i>	G5T5	S2S3
Whip-poor-will	<i>Caprimulgus vociferus</i>	G5	S3S4
Wood Thrush	<i>Hylocichla mustelina</i>	G5	S4
Yellow-breasted Chat	<i>Icteria virens</i>	G5	S4
Yellow-throated Warbler	<i>Setophaga dominica</i>	G5	S4

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

- The property lies within the *Northern Hills & Headwaters Terrestrial Conservation Site* (a significant ecological area prioritized for conservation actions) identified in The Nature Conservancy's 2003 Ecoregional Assessment for the Upper East Gulf Coastal Plain. Widespread and pervasive impacts to biodiversity identified in the Assessment are, intensive forest management (short rotation harvests, conversion to pine plantation), habitat fragmentation (reduction and isolation of forest patches), and climate change.

TN Natural Heritage Program Database – TN Department of Environment & Conservation - The Natural Heritage Inventory Program maintains a Geographic Information Systems (GIS) database which contains information on the distribution and ecology of rare plants, animals, and ecological communities across Tennessee. The Natural Heritage database was queried for records on the property. Rare species and natural communities occurring near the property have potential to occur on the property itself, can be used for targets during field surveys, and may benefit from the protection of the property. Thus, the database was also queried for rare species and natural communities within 5 miles of the property boundary.

- There are no records on the property.
- There are no records within the Jeannette 7.5' USGS Quad.
- There are records for 8 rare species and 1 rare natural community type within 5 miles of the property.
- There are 40 records within Decatur county.

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

Aquatic Features - USGS National Hydrography Dataset – The USGS maintains a GIS database of the nation's aquatic features including wetlands, streams, lakes, and ponds. The database was queried to determine if aquatic features occur on the property.

- The property is within the Cub Creek, Toms Creek-Tennessee River, and Lick Creek-Tennessee River (HUC 12) watersheds.

- The conservation area contains over 3 miles perennial streams, including tributaries to Cub Creek according to the USGS National Hydrography Dataset.
- Protecting stream buffers along drainages and restrictions on development of the property will contribute to water quality in these drainages, as well as the ecological viability of the Tennessee National Wildlife Refuge managed by the U.S. Fish & Wildlife Service.

On-site Botanical & Natural Community Inventories – were conducted by Lloyd Raleigh on August 25, 2016. His primary findings were:

- The property contains good quality examples of three natural communities: Interior Plateau Chinquapin Oak – Shumard Oak Forest, Southern Green Ash – Elm – Sugarberry Forest, and Southern Red Oak – Mixed Oak Forest.
- The property contains significant habitat features such as limestone outcrops, late successional floodplain forests, and a natural cave habitat and spring with the potential for rare cave obligate animals.

Cub Creek contains one rare natural community type: a dry-mesic oak forest occurring over limestone outcrops officially named an Interior Plateau Chinquapin Oak – Shumard Oak Forest. Cub Creek also includes floodplain forests of fair to good quality bordering on Tennessee National Wildlife Refuge. One cave occurs at Cub Creek. The cave, a significant SWAP habitat, includes a spring. At least 135 species of vascular plants occur at Cub Creek.

Fourteen percent of the tract is late successional or good quality natural communities. In total, three natural communities were identified on the tract. Including the previously-mentioned rare oak forest, natural communities include a Southern Green Ash – Elm – Sugarberry Forest and a Southern Red Oak – Mixed Oak Forest.

Successional forests cover 966 acres at Cub Creek Preserve (70% of the tract) and another 209 acres are loblolly plantation. These stands are in poor quality but will recover with time and careful management, and will provide early-successional habitat in the meantime.

Invasive species are moderate to high in late successional floodplain forests and in floodplain natural communities. In these areas, Nepalese browntop often occurs in high numbers and appears to diminish species diversity and richness. Outside of the floodplain, invasive species occur much less frequently. Floodplain habitats are notoriously susceptible to invasive species.

Natural Communities

Southern Green Ash - Elm - Sugarberry Forest (G4G5)

***Fraxinus pennsylvanica - Ulmus americana - Celtis laevigata / Ilex decidua* Forest (CEGL002427)**

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

Successional Stage: Late to Mature

This natural community type is the only floodplain forest type within the Western Highlands Rim other than sycamore, river birch, and silver maple-dominated types. It therefore becomes a sort of encompassing community type for a wide amount of variation. Canopy species include green ash, American elm, and sugarberry. In addition, pin oak, cherrybark oak, shagbark hickory, sycamore, red maple, beech, and sugar maple occur in the canopy. This indicates a mix of floodplain and high floodplain-mesic species. A slightly elevated or depressed topography can change species composition significantly on the floodplain. In mature areas, trees in the canopy average just 10 inches in diameter, differing from adjacent areas only based on a much higher density of 14 inch or greater canopy trees remaining from previous timber harvest. Understory trees and shrubs include box-elder, possum haw, pawpaw, hophornbeam, and river cane. Vines include trumpet creeper, Virginia creeper, poison ivy, crossvine, and Japanese honeysuckle.

The herb and graminoid layer is dominated by Nepalese browntop, which reduces species richness and diversity. Native herbs include broadleaf woodoats, slender woodoats, southern shorthusk, white vervain, Carolina elephant's-foot, sensitive fern, beaked panic-grass, ebony spleenwort, and sparselobe grapefern.

Interior Plateau Chinquapin Oak - Shumard Oak Forest (G3)

***Quercus muehlenbergii* - *Quercus shumardii* - *Carya (carolinae-septentrionalis, ovata)* Forest (CEGL007808)**

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

Successional Stage: Mid- to Mature

This natural community type occurs on a variety of westerly aspects in a narrow band of limestone outcrops. The variety of mid-slope aspects allows for the full dry to mesic spectrum within this community type to occur. Here, chinquapin oak dominates and shumard oak does not occur (as can happen for this type). Other canopy trees include southern sugar maple, persimmon, shagbark hickory, chestnut oak, and sugarberry. Tree-of-heaven occurs within this type. Canopy tree diameter ranges from eight to ten inches in diameter, with trees up to 22 inches. Subcanopy trees and shrubs include rusty black haw, buckthorn bumelia, ironwood, strawberry bush, redbud, and hophornbeam. Throughout these areas, outcrops occur up to ten feet tall. Crossvine and Japanese honeysuckle occur here.

The outcrops and surrounding soil are covered in species such as resurrection fern, sedges, black-stemmed spleenwort, purple cliffbrake, lowland bladder fern, tuberous stoneseed, cranefly orchid, walking fern, and hairy alumroot. Spring ephemerals likely occur here and further surveys are recommended.

Southern Red Oak - Mixed Oak Forest (G3G5)

***Quercus falcata* - *Quercus alba* - *Quercus stellata* - *Quercus velutina* Forest (CEGL005018)**

Condition Rank: B (Good)
Successional Stage: Mature

One example of this forest type occurs at Cub Creek Preserve. It occurs on dry-mesic chert slopes. The canopy changes, with post oak dominating in the upper ridgetops, and black oak and northern red oak in the mid-slopes. Southern red oak, white oak, pignut hickory, and shagbark hickory occur throughout. Tulip poplar occurs in more mesic sections along with black cherry. The canopy averages 12 inches in diameter, with trees up to 28 inches. Subcanopy trees include southern sugar maple, slippery elm, sugarberry, white ash, sassafras, and red mulberry. Vines such as saw greenbrier, crossvine, and muscadine grape occur sporadically throughout the area. Herbs are low in diversity and sparse and include striped wintergreen, white snakeroot, and ebony spleenwort; the forest floor is mostly leaf litter.

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

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

- Conservation Management Area “B” includes a 100’ buffer along stream drainages in the two northern parcels
- Conservation Management Area “C” includes blocks of special areas that contain multiple overlapping conservation values. These include all floodplain habitats, rare communities (cave, rare oak forest), good quality natural communities, the spring, buffers around these features, and a 300’ buffer along the property boundaries with the Tennessee National Wildlife Refuge.

OPEN SPACE

- Scenic - Upper elevation portions of the property are visible from Cub Creek and provide scenic views to boaters within the Tennessee National Wildlife Refuge.
- Working Forest - The easement restricts development of the property and conversion of its forests, while protecting operable stands of forests for timber harvest according to 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.

GEOLOGY

According to the USGS Mineral Resources Program, the underlying geology of the property is Sand, Chert, and Limestone.

SOILS

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

MU Symbol	MU Name	Farmland Class
Bd	BODINE CHERTY SILT LOAM, HILLY PHASE	Not prime farmland
Be	BODINE CHERTY SILT LOAM, ROLLING PHASE	Not prime farmland
Bg	BODINE CHERTY SILT LOAM, STEEP PHASE	Not prime farmland
Bo	COLLINS SILT LOAM	All areas are prime farmland
Dk	Dickson silt loam, 5 to 12 percent slopes	Not prime farmland
DI	Dickson silt loam, 2 to 5 percent slopes	All areas are prime farmland
Eb	EMORY SILT LOAM	All areas are prime farmland
Ec	ENNIS CHERTY SILT LOAM	All areas are prime farmland
Ed	PRUITTON SILT LOAM	All areas are prime farmland
Ga	HUMPHREYS CHERTY SILT LOAM, ROLLING PHASE	Not prime farmland
Gb	HUMPHREYS CHERTY SILT LOAM, UNDULATING PHASE	All areas are prime farmland
Hc	TALBOTT, ROCK OUTCROP, AND COLBERT SOILS	Not prime farmland
He	PRUITTON SILT LOAM, 0 TO 2% SLOPES	All areas are prime farmland
La	LINDSIDE SILT LOAM	All areas are prime farmland
Pg	PICKWICK SILT LOAM, ERODED ROLLING PHASE	Not prime farmland
Rb	TALBOTT, ROCK OUTCROP, AND COLBERT SOILS, ROLLING	Not prime farmland
Tc	TALBOTT SILT LOAM, ROLLING PHASE	Not prime farmland
Td	TALBOTT SILTY CLAY LOAM, ERODED HILLY PHASE	Not prime farmland
Te	TALBOT SILTY CLAY LOAM, ERODED ROLLING PHASE	Not prime farmland
Th	TALBOTT SILTY CLAY LOAM, SEVERELY ERODED ROLLING PHASE	Not prime farmland
Tk	TALBOTT-ROCK OUTCROP COMPLEX, HILLY PHASE	Not prime farmland
Tl	TALBOTT-ROCK OUTCROP COMPLEX, ROLLING PHASE	Not prime farmland
Tm	TALBOTT-ROCK OUTCROP COMPLEX, STEEP PHASE	Not prime farmland
To	TALBOTT-ROCK OUTCROP COMPLEX, ERODED ROLLING PHASE	Not prime farmland

LAND USE INFORMATION & ANTHROPOGENIC FEATURES

The property is undeveloped and primarily used for forestry and hunting. There is a system of forest roads and skid trails, as well as old log landings throughout the property. The road system might also receive occasional use by recreational vehicles. Much of the property has been logged in recent years and portions replanted with loblolly pine. An abandoned home and a camper trailer occur in the southeastern-most corner of the property. Temporary hunting stands were observed.

FLORA AND FAUNA REPORTS

TN NATURAL HERITAGE DATABASE REPORT ON LISTED SPECIES

TN Natural Heritage Program GIS Database Records within 5 miles of the Property

TYPE	SCIENTIFIC NAME	COMMON NAME	GLOBAL RANK	STATE RANK	FED STATUS	STATE STATUS
International Vegetation Classification - Natural	<i>Juniperus virginiana</i> / <i>Schizachyrium scoparium</i> - (<i>Andropogon gerardii</i> , <i>Sorghastrum nutans</i>) - <i>Silphium (trifoliatum, terebinthinaceum)</i> Wooded Herbaceous Vegetation	Western Tennessee Valley Limestone Hill Barrens	G2	SNR	--	Rare, Not State Listed
Invertebrate Animal	<i>Obovaria retusa</i>	Ring Pink	G1	S1	LE,XN	E
Invertebrate Animal	<i>Vertigo teskeyae</i>	Swamp Vertigo	G5	S1	--	Rare, Not State Listed
Vascular Plant	<i>Asclepias purpurascens</i>	Purple Milkweed	G5?	S1	--	S
Vertebrate Animal	<i>Haliaeetus leucocephalus</i>	Bald Eagle	G5	S3	--	D
Vertebrate Animal	<i>Myotis grisescens</i>	Gray Myotis	G3	S2	LE	E
Vertebrate Animal	<i>Sistrurus miliarius streckeri</i>	Western Pygmy Rattlesnake	G5T5	S2S3	--	T
Vertebrate Animal	<i>Sorex hoyi</i>	American Pygmy Shrew	G5	S2	--	Rare, Not State Listed
Vertebrate Animal	<i>Typhlichthys subterraneus</i>	Southern Cavefish	G4	S3	--	D

TN Natural Heritage Program GIS Database Records within Decatur County

Category	Scientific Name	Common Name	Global Rank	State Rank	Fed. Status	State Status
Amphibian	<i>Hyla gratiosa</i>	Barking Treefrog	G5	S3	--	D
Bird	<i>Haliaeetus leucocephalus</i>	Bald Eagle	G5	S3	--	D
Bird	<i>Chondestes grammacus</i>	Lark Sparrow	G5	S1B	--	T
Bird	<i>Limnothlypis swainsonii</i>	Swainson's Warbler	G4	S3	--	D
Fish	<i>Etheostoma pyrrhogaster</i>	Firebelly Darter	G2G3	S2	--	D
Fish	<i>Hemitemia flammea</i>	Flame Chub	G3	S3	--	D
Fish	<i>Etheostoma brevirostrum</i>	Holiday Darter	G2	S1	--	T
Fish	<i>Ichthyomyzon unicuspis</i>	Silver Lamprey	G5	S2	--	D
Fish	<i>Typhlichthys subterraneus</i>	Southern Cavefish	G4	S3	--	D
Flowering Plant	<i>Panax quinquefolius</i>	American Ginseng	G3G4	S3S4	--	S-CE
Flowering Plant	<i>Symphotrichum pratense</i>	Barrens Silky Aster	G4?	S1	--	E
Flowering Plant	<i>Erythronium rostratum</i>	Beaked Trout-lily	G5	S2	--	S
Flowering Plant	<i>Prenanthes barbata</i>	Bearded Rattlesnake-root	G3	S2	--	S
Flowering Plant	<i>Salvia azurea</i> var. <i>grandiflora</i>	Blue Sage	G4G5T4?	S3	--	S
Flowering Plant	<i>Juglans cinerea</i>	Butternut	G4	S3	--	T
Flowering Plant	<i>Acalypha deamii</i>	Deam's Copperleaf	G4?	S1	--	S

Flowering Plant	<i>Eleocharis compressa</i>	Flat-stemmed Spike-rush	G4	S1	--	S
Flowering Plant	<i>Spiranthes magnicamporum</i>	Great Plains Ladies'-tresses	G4	S1	--	E
Flowering Plant	<i>Fimbristylis puberula</i>	Hairy Fimbristylis	G5	S1S2	--	T
Flowering Plant	<i>Polygala mariana</i>	Maryland Milkwort	G5	S1	--	S
Flowering Plant	<i>Helianthus occidentalis</i>	Naked-stem Sunflower	G5	S2	--	S
Flowering Plant	<i>Prenanthes aspera</i>	Rough Rattlesnake-root	G4?	S1	--	T
Flowering Plant	<i>Liatris cylindracea</i>	Slender Blazing-star	G5	S2	--	T
Flowering Plant	<i>Cypripedium kentuckiense</i>	Southern Lady's-slipper	G3	S2	--	E
Flowering Plant	<i>Turritis glabra</i>	Tower-mustard	G5	S1	--	S
Flowering Plant	<i>Draba cuneifolia</i>	Wedge-leaved Whitlow-grass	G5	S1S2	--	S
Flowering Plant	<i>Onosmodium molle ssp. occidentale</i>	Western False Gromwell	G4G5T4?	S1S2	--	T
Flowering Plant	<i>Arabis hirsuta</i>	Western Hairy Rockcress	G5	S1	--	T
Heron Rookery	<i>Heron rookery</i>	Heron Rookery	GNR	SNR	--	Rare, Not State Listed
Mammal	<i>Myotis grisescens</i>	Gray Myotis	G3	S2	LE	E
Mammal	<i>Sorex longirostris</i>	Southeastern Shrew	G5	S4	--	D
Mollusc	<i>Cyprogenia stegaria</i>	Fanshell	G1Q	S1	LE	E
Mollusc	<i>Lithasia salebrosa</i>	Muddy Rocksnail	G2G3Q	S2	--	Rare, Not State Listed
Mollusc	<i>Plethobasus cooperianus</i>	Orangefoot Pimpleback	G1	S1	LE, XN	E
Mollusc	<i>Lampsilis abrupta</i>	Pink Mucket	G2	S2	LE	E
Mollusc	<i>Obovaria retusa</i>	Ring Pink	G1	S1	LE,XN	E
Mollusc	<i>Cumberlandia monodonta</i>	Spectaclecase	G3	S2S3	LE	Rare, Not State Listed
Mollusc	<i>Vertigo teskeyae</i>	Swamp Vertigo	G5	S1	--	Rare, Not State Listed
Plant Community	<i>Juniperus virginiana / Schizachyrium scoparium - (Andropogon gerardii, Sorghastrum nutans) - Silphium (trifoliatum, terebinthinaceum) Wooded Herbaceous Vegetation</i>	Western Tennessee Valley Limestone Hill Barrens	G2	SNR	--	Rare, Not State Listed
Reptile	<i>Sistrurus miliarius streckeri</i>	Western Pygmy Rattlesnake	G5T5	S2S3	--	T

OBSERVED SPECIES LIST

Plant species observed by Lloyd Raleigh during field visit to the property

Common Name	Genus	Species
A Lady's Tresses	<i>Spiranthes</i>	<i>sp.</i>
A Mountain Mint	<i>Pycnanthemum</i>	<i>sp.</i>
A Sanicle	<i>Sanicula</i>	<i>sp.</i>
A Sedge	<i>Carex</i>	<i>sp.</i>
A Wild Petunia	<i>Ruellia</i>	<i>sp.</i>
Allegheny Blackberry	<i>Rubus</i>	<i>allegheniensis</i>
American Basswood, Linden	<i>Tilia</i>	<i>americana</i>
American Beautyberry, French Mulberry	<i>Callicarpa</i>	<i>americana</i>
American Beech	<i>Fagus</i>	<i>grandifolia</i>
American Elm	<i>Ulmus</i>	<i>americana</i>
American Fireweed	<i>Erechtites</i>	<i>hieraciifolia</i>
American Hornbeam, Blue Beech, Ironwood	<i>Carpinus</i>	<i>caroliniana</i>
Annual Ragweed	<i>Ambrosia</i>	<i>artemisiifolia</i>
Beaked Panic-Grass	<i>Panicum</i>	<i>anceps</i>
Beechdrops	<i>Epifagus</i>	<i>virginiana</i>
Beefsteak Plant	<i>Perilla</i>	<i>frutescens</i>
Black Cherry	<i>Prunus</i>	<i>serotina</i>
Black Gum	<i>Nyssa</i>	<i>sylvatica</i>
Black Huckleberry	<i>Gaylussacia</i>	<i>baccata</i>
Black Oak	<i>Quercus</i>	<i>velutina</i>
Black or River Birch	<i>Betula</i>	<i>nigra</i>
Black Willow	<i>Salix</i>	<i>nigra</i>
Black-Stemmed Spleenwort	<i>Asplenium</i>	<i>resiliens</i>
Box-Elder	<i>Acer</i>	<i>negundo</i>
Bristly Lady's-Thumb	<i>Persicaria</i>	<i>longiseta</i>
Broadleaf Woodoats	<i>Chasmanthium</i>	<i>latifolium</i>
Broomsedge Bluestem	<i>Andropogon</i>	<i>virginicus</i>
Bushy Aster	<i>Symphotrichum</i>	<i>dumosum</i>
Canada Horse-Balm	<i>Collinsonia</i>	<i>canadensis</i>
Canadian Clearweed	<i>Pilea</i>	<i>pumila</i>
Canadian Horsetweed	<i>Conyza</i>	<i>canadensis</i>
Carolina Elephant's Foot	<i>Elephantopus</i>	<i>carolinianus</i>
Carolina or Pasture Rose	<i>Rosa</i>	<i>carolina</i>
Carolina or Soft Thistle	<i>Cirsium</i>	<i>carolinianum</i>
Cherrybark Oak	<i>Quercus</i>	<i>pagoda</i>
Chinese or Sericea Lespedeza	<i>Lespedeza</i>	<i>cuneata</i>
Chinese Privet	<i>Ligustrum</i>	<i>sinense</i>
Common Christmas Fern	<i>Polystichum</i>	<i>acrostichoides</i>
Common Cinquefoil	<i>Potentilla</i>	<i>simplex</i>
Common Elderberry	<i>Sambucus</i>	<i>canadensis</i>
Common Mullein	<i>Verbascum</i>	<i>thapsus</i>
Common White Snakeroot	<i>Ageratina</i>	<i>altissima</i>
Coralberry	<i>Symphoricarpos</i>	<i>orbiculatus</i>
Crane-Fly Orchid	<i>Tipularia</i>	<i>discolor</i>
Crossvine	<i>Bignonia</i>	<i>capreolata</i>
Devil's Walking Stick	<i>Aralia</i>	<i>spinosa</i>
Dogfennel	<i>Eupatorium</i>	<i>capillifolium</i>
Downy Milk Pea	<i>Galactia</i>	<i>volubilis</i>
Eastern Red Cedar	<i>Juniperus</i>	<i>virginiana</i>
Eastern Redbud	<i>Cercis</i>	<i>canadensis</i>

Ebony Spleenwort	<i>Asplenium</i>	<i>platyneuron</i>
Farkleberry, Sparkleberry	<i>Vaccinium</i>	<i>arboreum</i>
Giant or River Cane	<i>Arundinaria</i>	<i>gigantea</i>
Gray, Gray-Stemmed, or Old-Field Goldenrod	<i>Solidago</i>	<i>nemoralis</i>
Green Ash	<i>Fraxinus</i>	<i>pennsylvanica</i>
Hairy Alumroot	<i>Heuchera</i>	<i>villosa</i>
Hairy Leafcup	<i>Smilacina</i>	<i>vedalius</i>
Honey Locust	<i>Gleditsia</i>	<i>triacanthos</i>
Hophornbeam, Ironwood	<i>Ostrya</i>	<i>virginiana</i>
Japanese Honeysuckle	<i>Lonicera</i>	<i>japonica</i>
Jumpseed	<i>Persicaria</i>	<i>virginiana</i>
Large-Bracted Plantain	<i>Plantago</i>	<i>aristata</i>
Lateflowering Thoroughwort	<i>Eupatorium</i>	<i>serotinum</i>
Little Bluestem	<i>Schizachyrium</i>	<i>scoparium</i>
Loblolly Pine	<i>Pinus</i>	<i>taeda</i>
Lowland or Southern Bladder Fern	<i>Cystopteris</i>	<i>protusa</i>
Mistletoe	<i>Phoradendron</i>	<i>serotinum</i>
Mockernut Hickory	<i>Carya</i>	<i>tomentosa</i>
Muscadine Grape	<i>Vitis</i>	<i>rotundifolia</i>
Nepalese Browntop	<i>Microstegium</i>	<i>vimineum</i>
Northern Hackberry	<i>Celtis</i>	<i>occidentalis</i>
Northern Red Oak	<i>Quercus</i>	<i>rubra</i>
Overcup Oak	<i>Quercus</i>	<i>lyrata</i>
Pale Indian Plantain	<i>Arnoglossum</i>	<i>atriplicifolium</i>
Palmate-Leaved Violet	<i>Viola</i>	<i>palmata</i>
Partridge Pea	<i>Chamaecrista</i>	<i>nictitans</i>
Paulownia, Princess Tree, Empress Tree	<i>Paulownia</i>	<i>tomentosa</i>
Pawpaw	<i>Asimina</i>	<i>triloba</i>
Pennsylvania Blackberry	<i>Rubus</i>	<i>pensilvanicus</i>
Persimmon	<i>Diospyros</i>	<i>virginiana</i>
Pignut Hickory	<i>Carya</i>	<i>glabra</i>
Pin Oak	<i>Quercus</i>	<i>palustris</i>
Pipsissewa, Spotted Wintergreen	<i>Chimaphila</i>	<i>maculata</i>
Pointedleaf Tick-Trefoil	<i>Desmodium</i>	<i>glutinatum</i>
Poorjoe	<i>Diodia</i>	<i>teres</i>
Possum Haw	<i>Ilex</i>	<i>decidua</i>
Post Oak	<i>Quercus</i>	<i>stellata</i>
Purple Cliffbrake	<i>Pellaea</i>	<i>atropurpurea</i>
Purpletop Tridens	<i>Tridens</i>	<i>flavus</i>
Red Maple	<i>Acer</i>	<i>rubrum</i>
Red Mulberry	<i>Morus</i>	<i>rubra</i>
Resurrection Fern	<i>Pleopeltis</i>	<i>polypodioides</i>
Roundleaf Thoroughwort	<i>Eupatorium</i>	<i>rotundifolium</i>
Rusty Black Haw	<i>Viburnum</i>	<i>rufidulum</i>
Sassafras	<i>Sassafras</i>	<i>albidum</i>
Saw Greenbrier	<i>Smilax</i>	<i>bona-nox</i>
Scarlet Oak	<i>Quercus</i>	<i>coccinea</i>
Scrub or Virginia Pine	<i>Pinus</i>	<i>virginiana</i>
Sea-Myrtle	<i>Baccharis</i>	<i>halimifolia</i>
Sensitive Fern	<i>Oncoclea</i>	<i>sensibilis</i>
Sessile-Leaved Bellwort	<i>Uvularia</i>	<i>sessilifolia</i>
Shagbark Hickory	<i>Carya</i>	<i>ovata</i>
Silver Plume-Grass	<i>Saccharum</i>	<i>alopecuroides</i>
Slender Woodoats	<i>Chasmanthium</i>	<i>laxum</i>

Slippery or Red Elm	<i>Ulmus</i>	<i>rubra</i>
Sneezeweed, Yellowdicks	<i>Helenium</i>	<i>amarum</i>
Sourwood	<i>Oxydendrum</i>	<i>arboreum</i>
Southern Buckthorn, Buckthorn Bumelia	<i>Sideroxylon</i>	<i>lycioides</i>
Southern Red Oak	<i>Quercus</i>	<i>falcata</i>
Southern Shorthusk	<i>Brachyelytrum</i>	<i>erectum</i>
Southern Sugar Maple	<i>Acer</i>	<i>saccharum</i>
Sparselobe Grapefern	<i>Sceptridium</i>	<i>bitematum</i>
Spicebush	<i>Lindera</i>	<i>benzoin</i>
Strawberry Bush	<i>Euonymus</i>	<i>americanus</i>
Sugar Maple	<i>Acer</i>	<i>saccharum</i>
Sweetgum	<i>Liquidambar</i>	<i>styraciflua</i>
Sycamore	<i>Platanus</i>	<i>occidentalis</i>
Tree-of-Heaven	<i>Ailanthus</i>	<i>altissima</i>
Trumpet Flower or Creeper	<i>Campsis</i>	<i>radicans</i>
Tuberous Stoneseed	<i>Lithospermum</i>	<i>tuberosum</i>
Tulip-Tree, Yellow Poplar	<i>Liriodendron</i>	<i>tulipifera</i>
Virginia Dayflower	<i>Commelina</i>	<i>virginica</i>
Virginia Ground Cherry	<i>Physalis</i>	<i>virginiana</i>
Virginia Tephrosia	<i>Tephrosia</i>	<i>virginiana</i>
Walking Fern	<i>Asplenium</i>	<i>rhizophyllum</i>
White Oak	<i>Quercus</i>	<i>alba</i>
White or American Ash	<i>Fraxinus</i>	<i>americana</i>
White Vervain	<i>Verbena</i>	<i>urticifolia</i>
Willow Oak	<i>Quercus</i>	<i>phellos</i>
Winged Elm	<i>Ulmus</i>	<i>alata</i>
Winged Sumac	<i>Rhus</i>	<i>copallinum</i>
Wingstem	<i>Verbesina</i>	<i>alternifolia</i>
Wool-Grass	<i>Scirpus</i>	<i>cyperinus</i>
Yellow Chestnut or Chinkapin Oak	<i>Quercus</i>	<i>muehlenbergii</i>
Yellow Foxtail	<i>Setaria</i>	<i>pumila</i>

Wildlife species observed by Chris Wilson during field visit to the Property

Common Name	Scientific Name
American Crow	<i>Corvus brachyrhynchos</i>
Black Vulture	<i>Coragyps atratus</i>
Blue Jay	<i>Cyanocitta cristata</i>
Blue-gray Gnatcatcher	<i>Poliophtila caerulea</i>
Carolina Chickadee	<i>Poecile carolinensis</i>
Carolina Wren	<i>Thryothorus ludovicianus</i>
Coyote	<i>Canis latrans</i>
Eastern Bluebird	<i>Sialia sialis</i>
Eastern Towhee	<i>Pipilo erythrophthalmus</i>
Green Frog	<i>Lithobates clamitans</i>
Northern Cardinal	<i>Cardinalis cardinalis</i>
Red-tailed Hawk	<i>Buteo jamaicensis</i>
Tufted Titmouse	<i>Baeolophus bicolor</i>
Turkey Vulture	<i>Cathartes aura</i>
White-tailed Deer	<i>Odocoileus virginianus</i>
Yellow-billed Cuckoo	<i>Coccyzus americanus</i>

ARCHAEOLOGICAL REPORT

TN DIVISION OF ARCHAEOLOGY LETTER ON ARCHAEOLOGY DATABASE

- According to an October 18, 2016 email to Chris Wilson from Mark Norton, *State Programs Archaeologist*, there are no recorded archaeology sites within the Cub Creek Preserve, LLC conservation easement property

11/7/2016

Conservation Ecology LLC Mail - RE: Archaeology Reports



Christopher Wilson <chris@conservationecologyllc.com>

RE: Archaeology Reports

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

Tue, Oct 18, 2016 at 10:16 AM

Mr. Wilson,

I checked the 10 properties you submitted for technical assistance and only found 2 sites recorded within the boundaries. Sites 40HS126 and 40HS299 (see attached) –in the Brushy Hollow and Duck River properties. Thank you, Mark

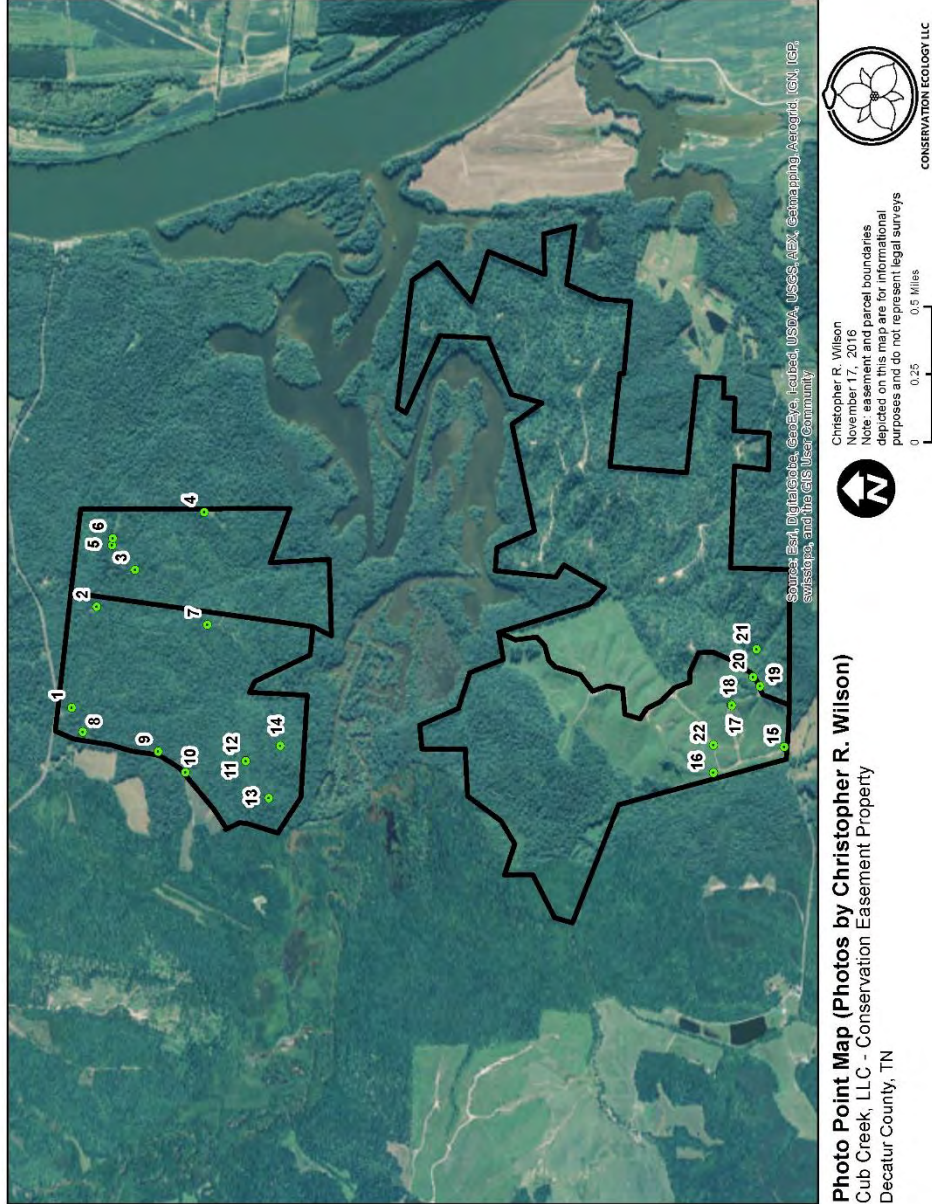


Mark Norton
State Programs Archaeologist
1216 Foster Avenue
Cole Building #3
Nashville, TN 37243
Mark.norton@tn.gov
P 615-741-1588, ext.113
F 615-741-7329

PHOTOGRAPHS OF CURRENT SITE CONDITIONS (Set 1 of 2)

Christopher R. Wilson

PHOTO POINT MAP



PHOTOGRAPHS

CUB CREEK PRESERVE, LLC Conservation Property

Taken by

Christopher R. Wilson



Photo 1 - Logging road



Photo 2 - Road, clearing, young mixed forest



Photo 3 - Logging trail, mixed forest



Photo 4 - Meadow



Photo 5 - Mixed forest



Photo 6 - Meadow

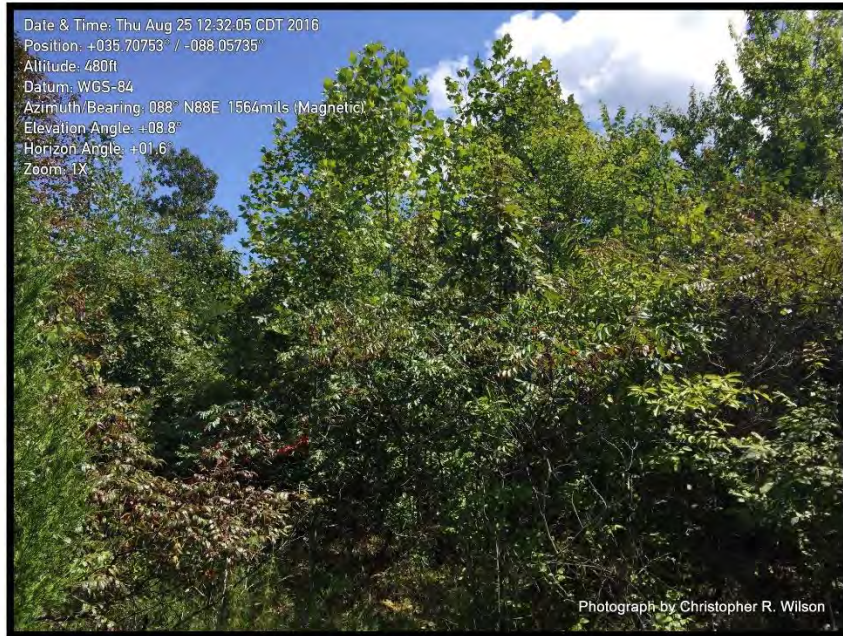


Photo 7 - Young mixed forest



Photo 8 - Forest road



Photo 9 - Forest road, opening



Photo 10 - Forest road, meadow



Photo 11 - Forest road, young forest



Photo 12 - Forest road



Photo 13 - Young mixed forest



Photo 14 - Opening, young forest



Photo 15 - Logging road, planted pine



Photo 16 - Planted pine



Photo 17 - Planted pine



Photo 18 - Planted pine



Photo 19 - Forest road, planted pine



Photo 20 - Forest road, planted pine



Photo 21 - Young mixed forest, forest road



Photo 22 - Planted pine

PHOTOGRAPHS OF CURRENT SITE CONDITIONS (Set 2 of 2)

Lloyd Raleigh

PHOTO POINT MAP

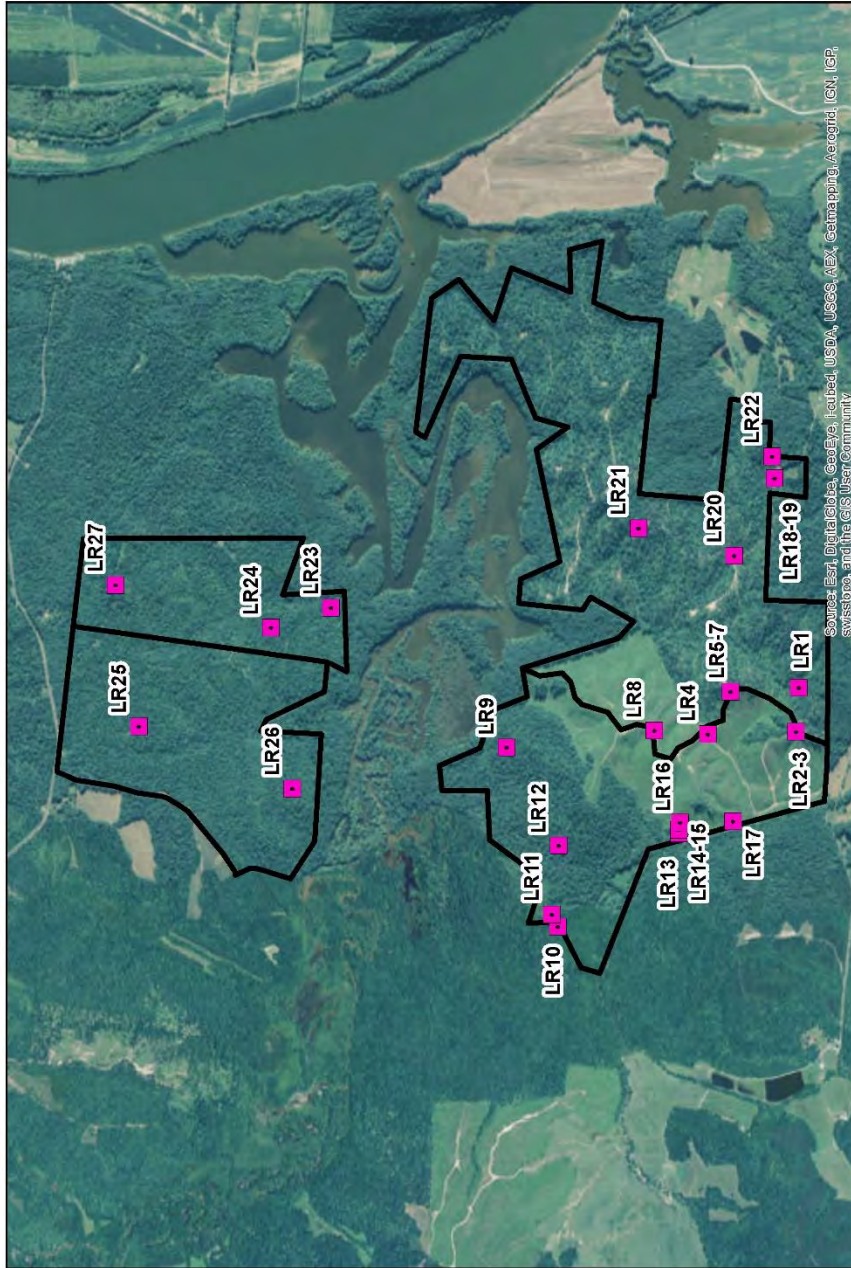


Photo Point Map (Photos by Lloyd Raleigh)
Cub Creek, LLC - Conservation Easement Property
Decatur County, TN

Christopher R. Wilson
November 17, 2016
Note: easement and parcel boundaries
depicted on this map are for informational
purposes and do not represent legal surveys



CONSERVATION ECOLOGY LLC

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

PHOTOGRAPHS

CUB CREEK PRESERVE, LLC Conservation Property

Taken by

Lloyd Raleigh



1 – Two-aged forest (2" and 12" dbh). Photograph by Lloyd Raleigh



2 – Loblolly plantation and view. Photograph by Lloyd Raleigh



3 – Early successional with scattered leaf trees. Photograph by Lloyd Raleigh



4 – Loblolly plantation 3" average diameter. Photograph by Lloyd Raleigh



5 – Loblolly Plantation. Photograph by Lloyd Raleigh



6 – Grassy patch, scattered chestnut oak to 14". Photograph by Lloyd Raleigh



7 – Successional forest. Photograph by Lloyd Raleigh



8 – Grassy opening within loblolly plantation by Lloyd Raleigh



9 – Two-aged forest with 14” leaf trees. Photograph by Lloyd Raleigh



10 – Wildlife Refuge Boundary and alluvial forest. Photograph by Lloyd Raleigh



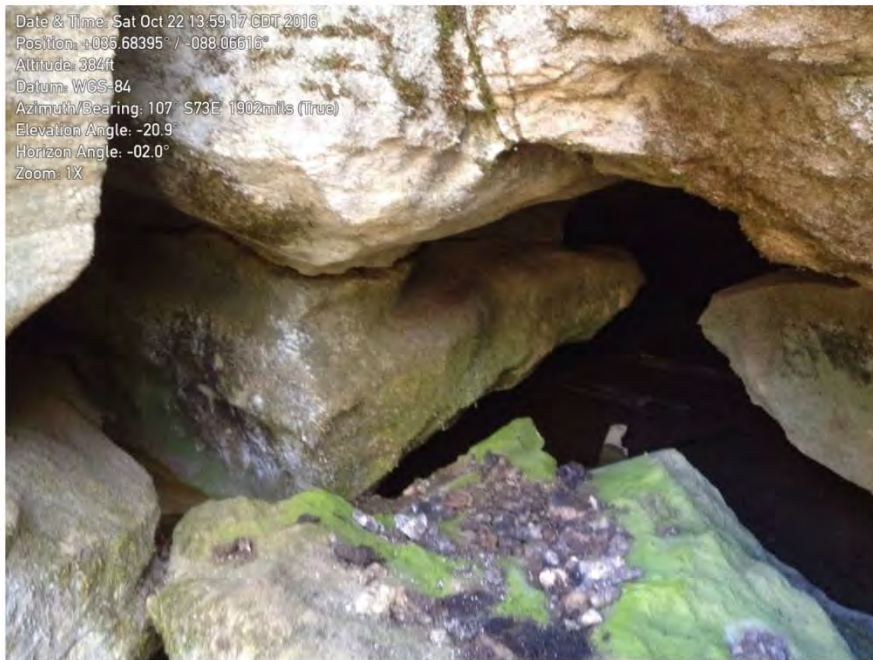
11 – Mature alluvial forest. Photograph by Lloyd Raleigh



12 – Limestone outcrops and rare oak forest. Photograph by Lloyd Raleigh



13 – Cave and spring. Photograph by Lloyd Raleigh



14 – Cave entrance. Photograph by Lloyd Raleigh



15 – Chinquapin Oak – Shumard Oak Forest. Photograph by Lloyd Raleigh



16 – Limestone Outcrops. Photograph by Lloyd Raleigh



17 – Loblolly Plantation. Photograph by Lloyd Raleigh



18 – Abandoned homesite. Photograph by Lloyd Raleigh



19 – Abandoned homesite and trailer. Photograph by Lloyd Raleigh



20 – Early-successional with leaf trees. Photograph by Lloyd Raleigh



21 – Early successional with leaf trees. Photograph by Lloyd Raleigh



22 – Mixed oak mature forest. Photograph by Lloyd Raleigh



23 – Early-successional forest. Photograph by Lloyd Raleigh



24 – Early-successional forest. Photograph by Lloyd Raleigh



25 – Hunting blind and early-successional forest. Photograph by Lloyd Raleigh



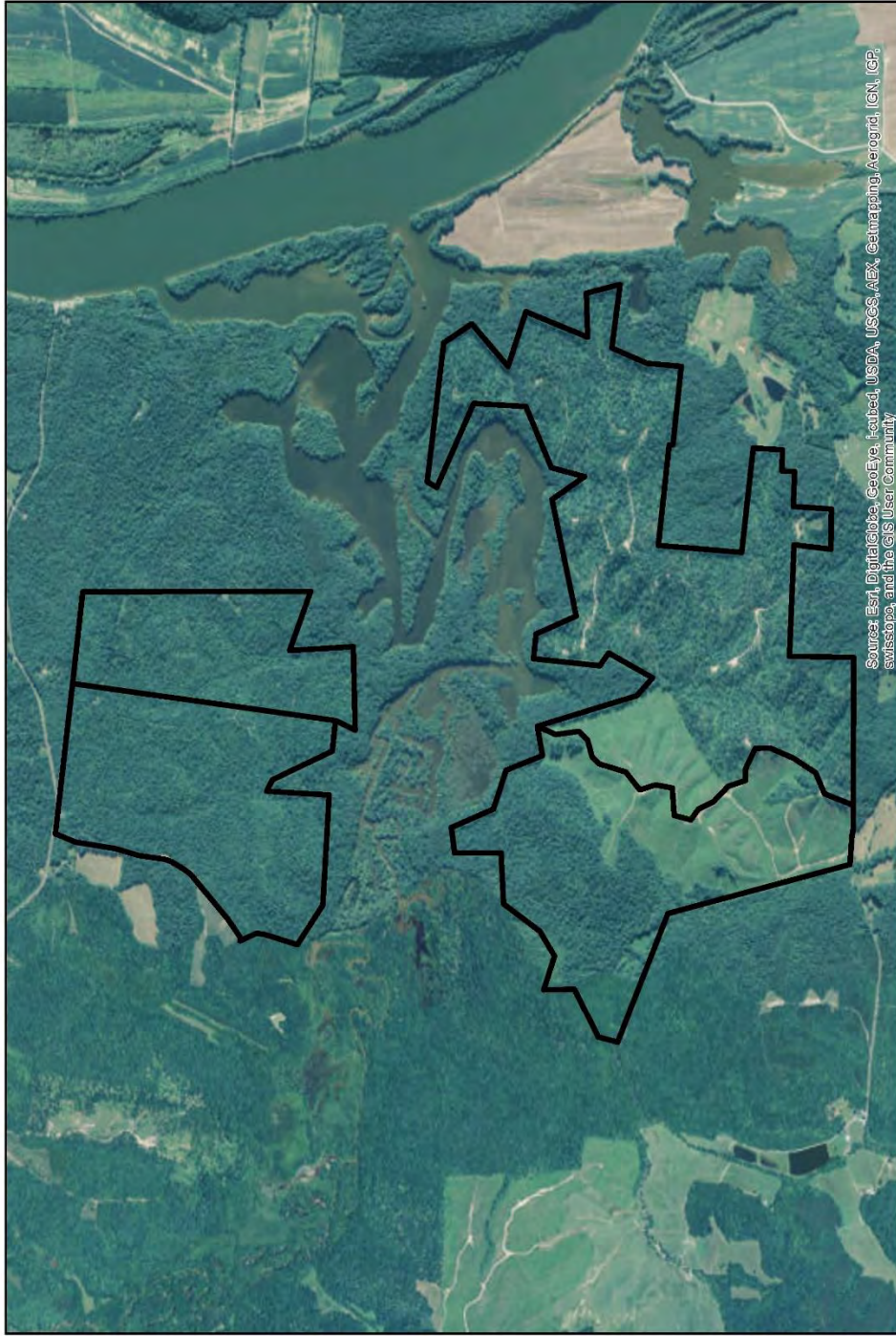
26 – Grassy opening and early successional. Photograph by Lloyd Raleigh



27 – Early-successional forest. Photograph by Lloyd Raleigh

MAPS

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

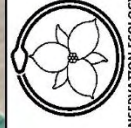
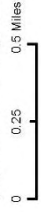


Sources: Esri, DigitalGlobe, GeoEye, Earthstar (USA), USGS, AeroGRID, IGN, IGP, swisstopo, and the GIS User Community

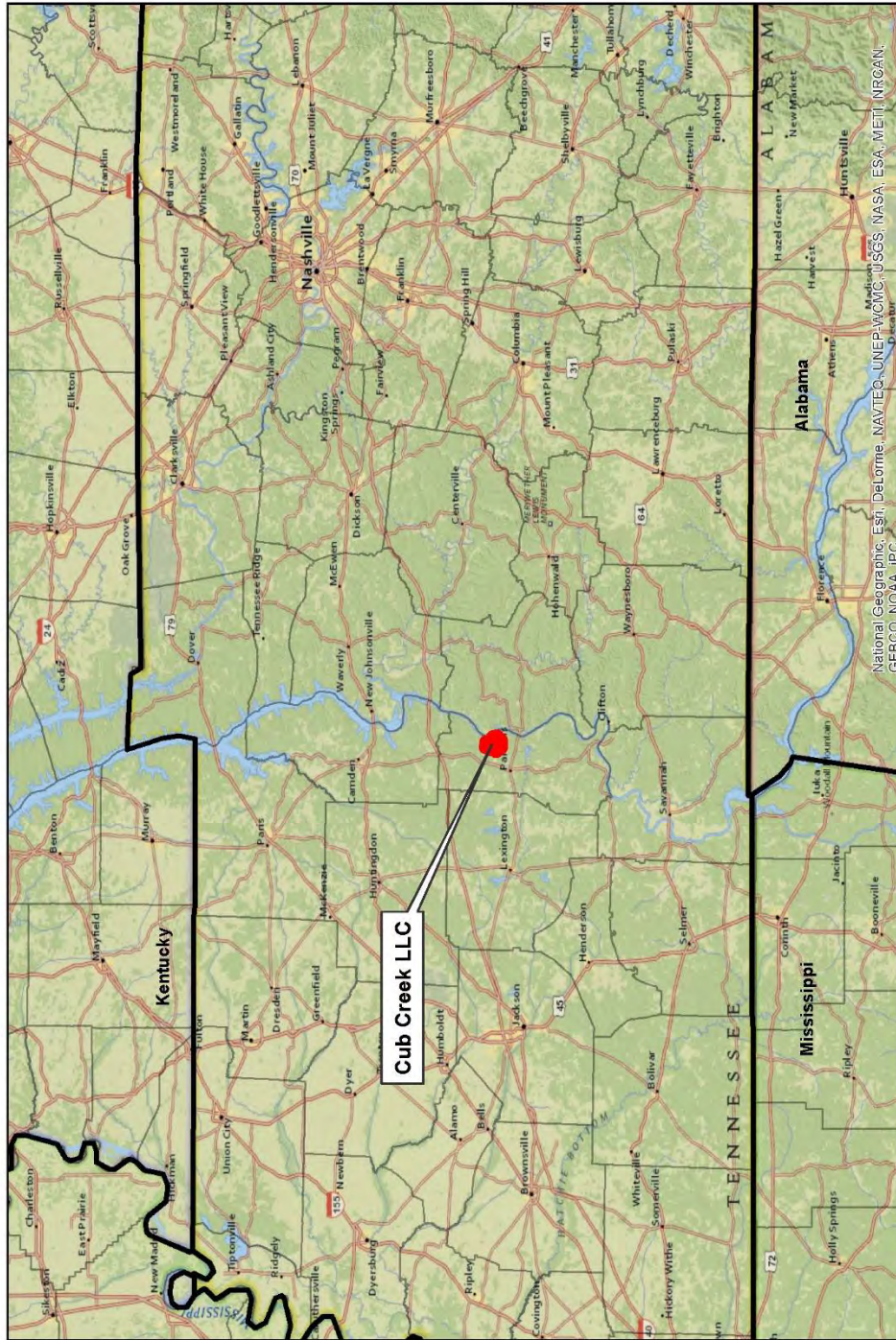
Aerial Photograph With Boundaries
 Cub Creek, LLC - Conservation Easement Property
 Decatur County, TN



Christopher R. Wilson
 November 17, 2016
 Note: easement and parcel boundaries
 depicted on this map are for informational
 purposes and do not represent legal surveys



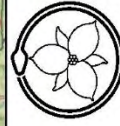
CONSERVATION ECOLOGY LLC



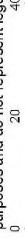
State Map
 Cub Creek, LLC - Conservation Easement Property
 Decatur County, TN

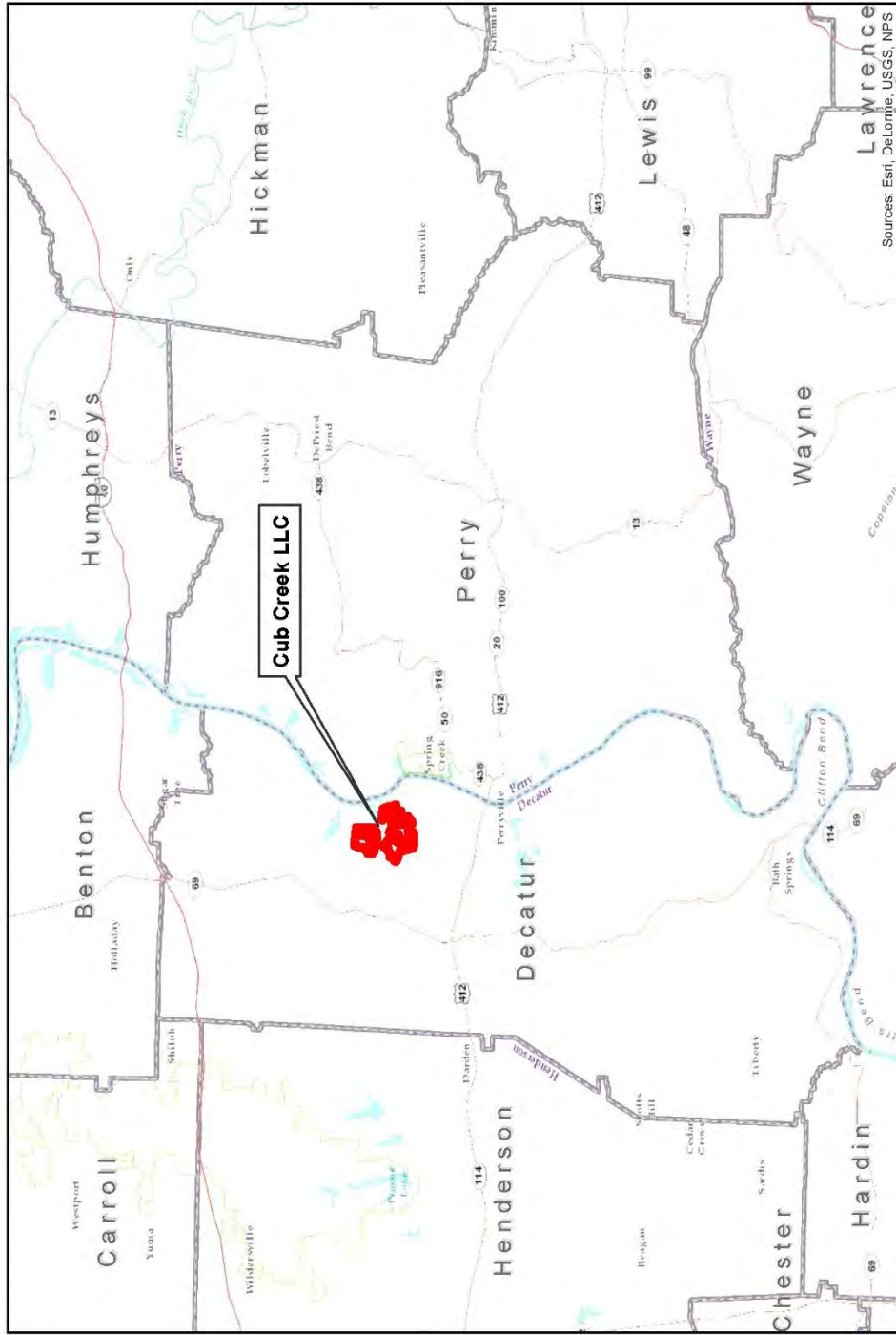


Christopher R. Wilson
 November 17, 2016
 Note: easement and parcel boundaries
 depicted on this map are for informational
 purposes and do not represent legal surveys

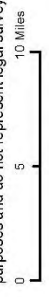


CONSERVATION ECOLOGY LLC



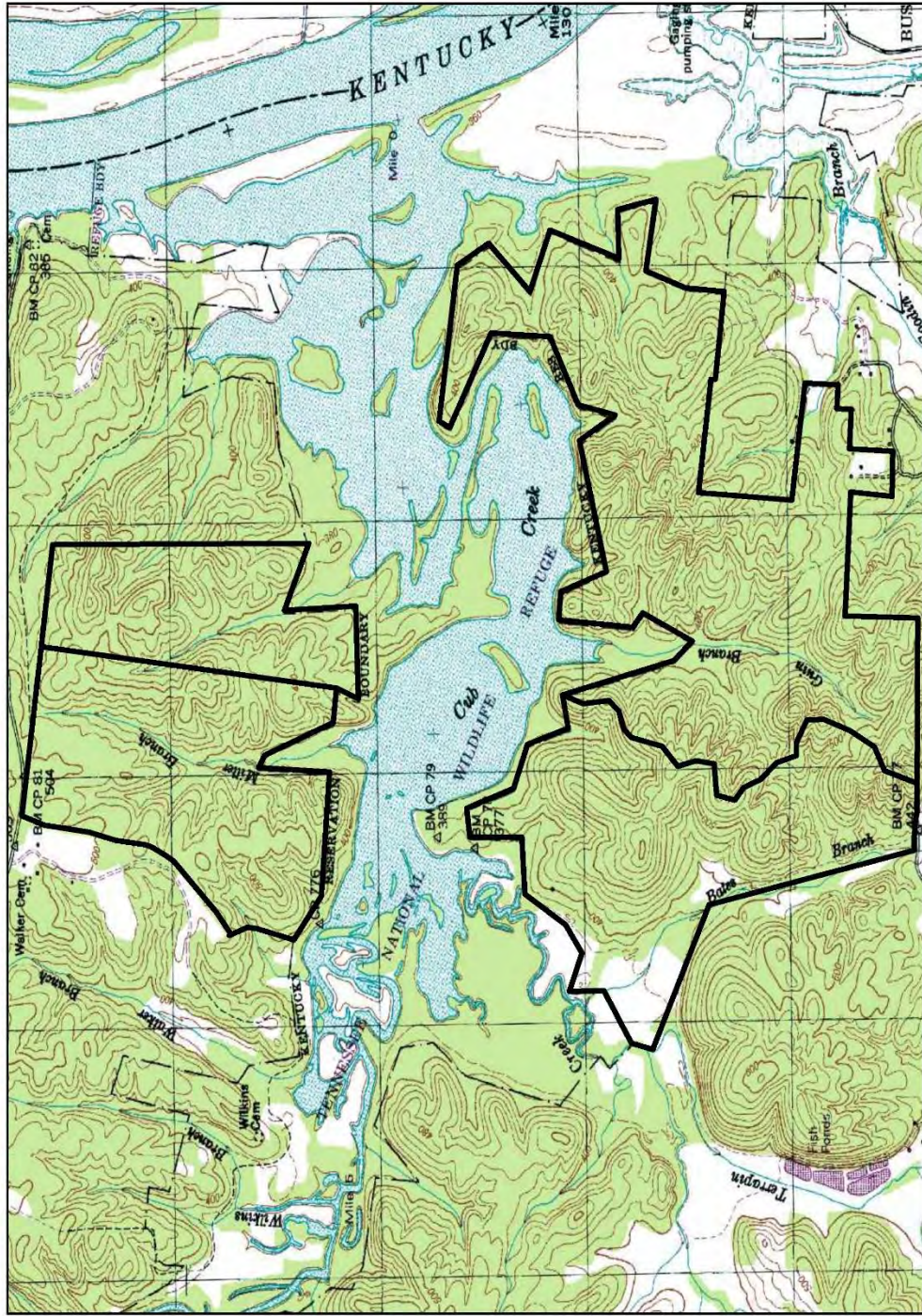


Christopher R. Wilson
 November 17, 2016
 Note: easement and parcel boundaries
 depicted on this map are for informational
 purposes and do not represent legal surveys



Sources: Esri, DeLorme, USGS, NPS

County Map
 Cub Creek, LLC - Conservation Easement Property
 Decatur County, TN

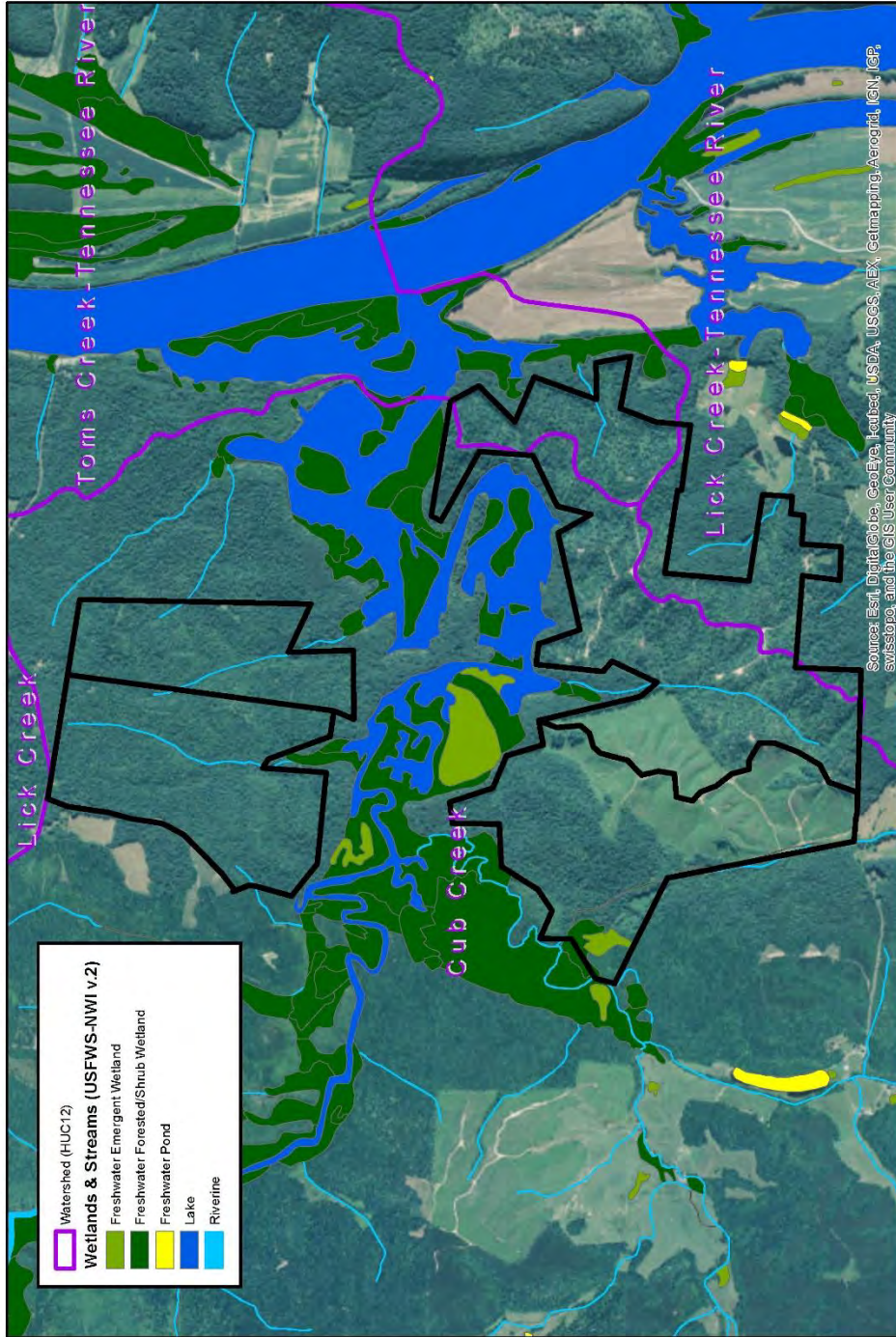


Christopher R. Wilson
 November 17, 2016
 Note: easement and parcel boundaries
 depicted on this map are for informational
 purposes and do not represent legal surveys



USGS Quadrangle Map
 Cub Creek, LLC - Conservation Easement Property
 Decatur County, TN

CONSERVATION ECOLOGY LLC



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

Cub Creek, LLC - Conservation Easement Property

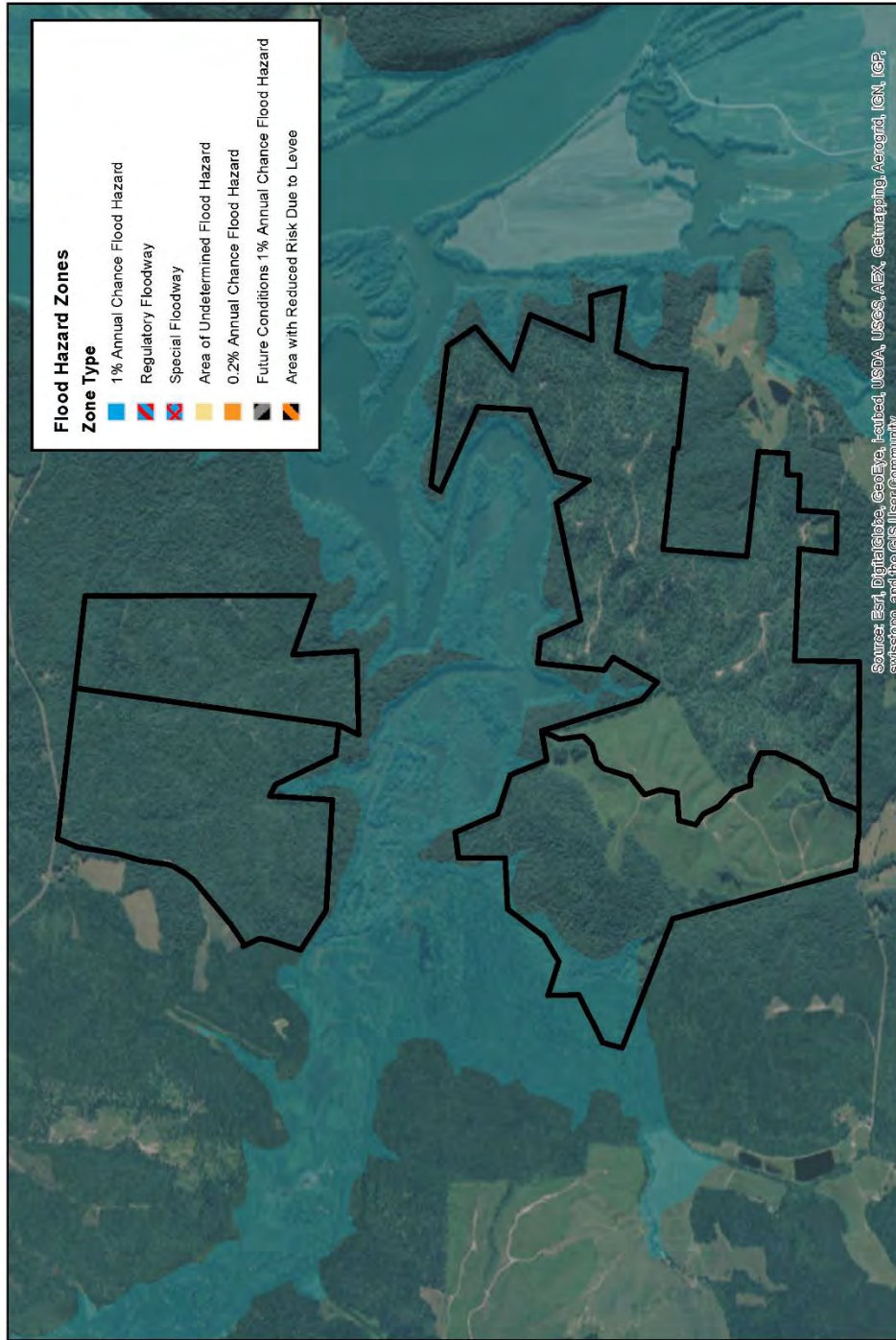
Decatur County, TN



Conservation Ecology LLC



CONSERVATION ECOLOGY LLC

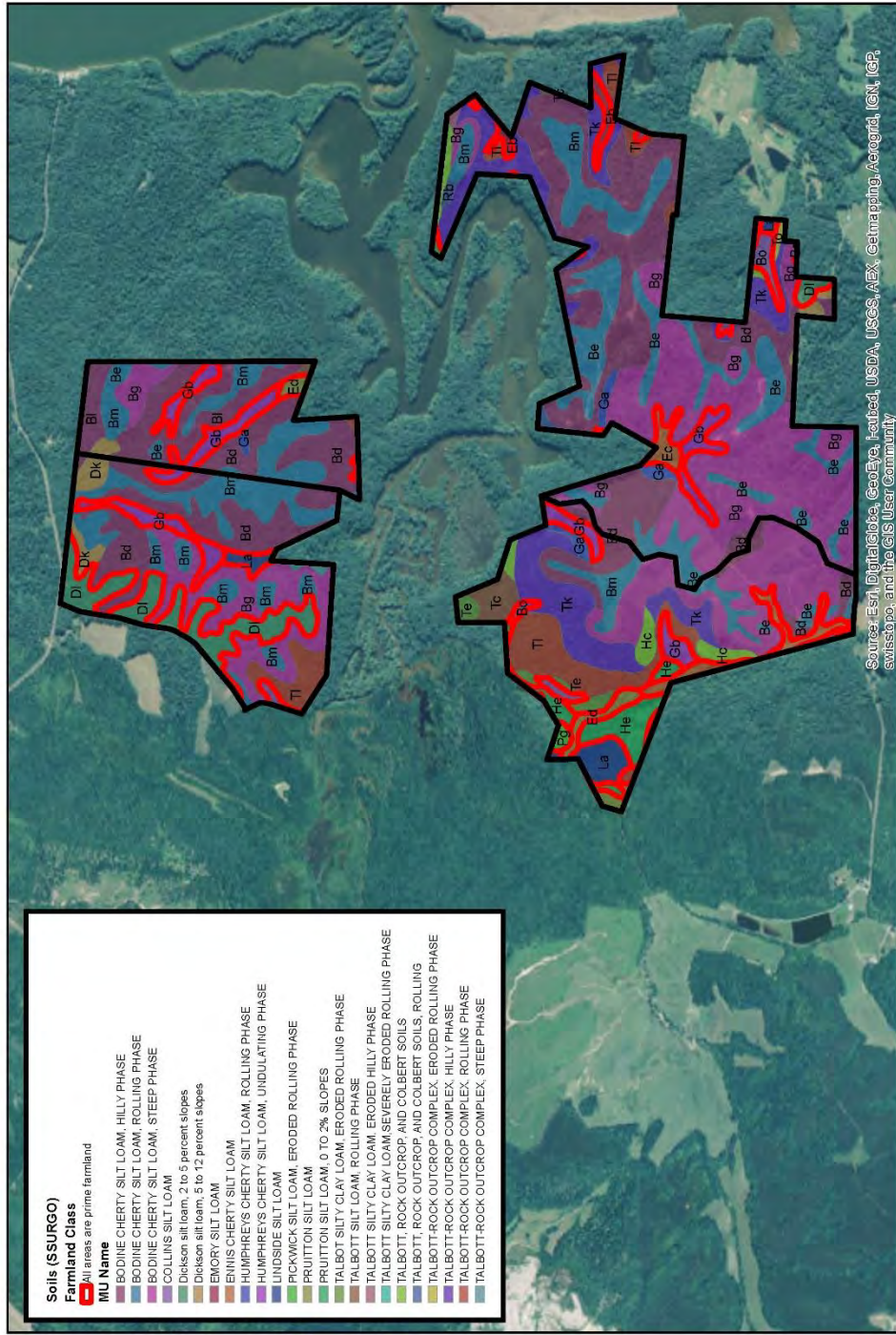


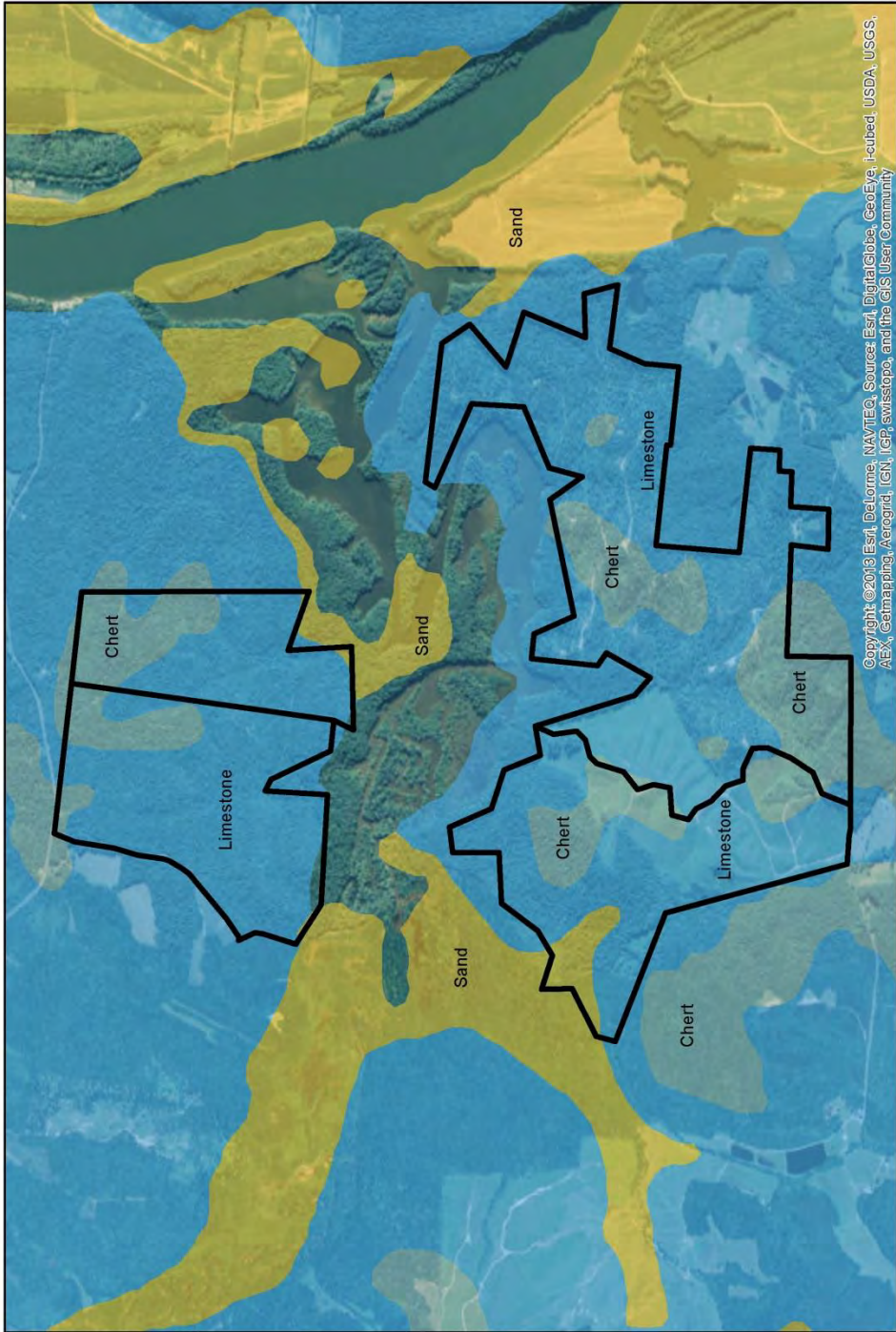
Christopher R. Wilson
 November 17, 2016
 Note: easement and parcel boundaries
 depicted on this map are for informational
 purposes and do not represent legal surveys

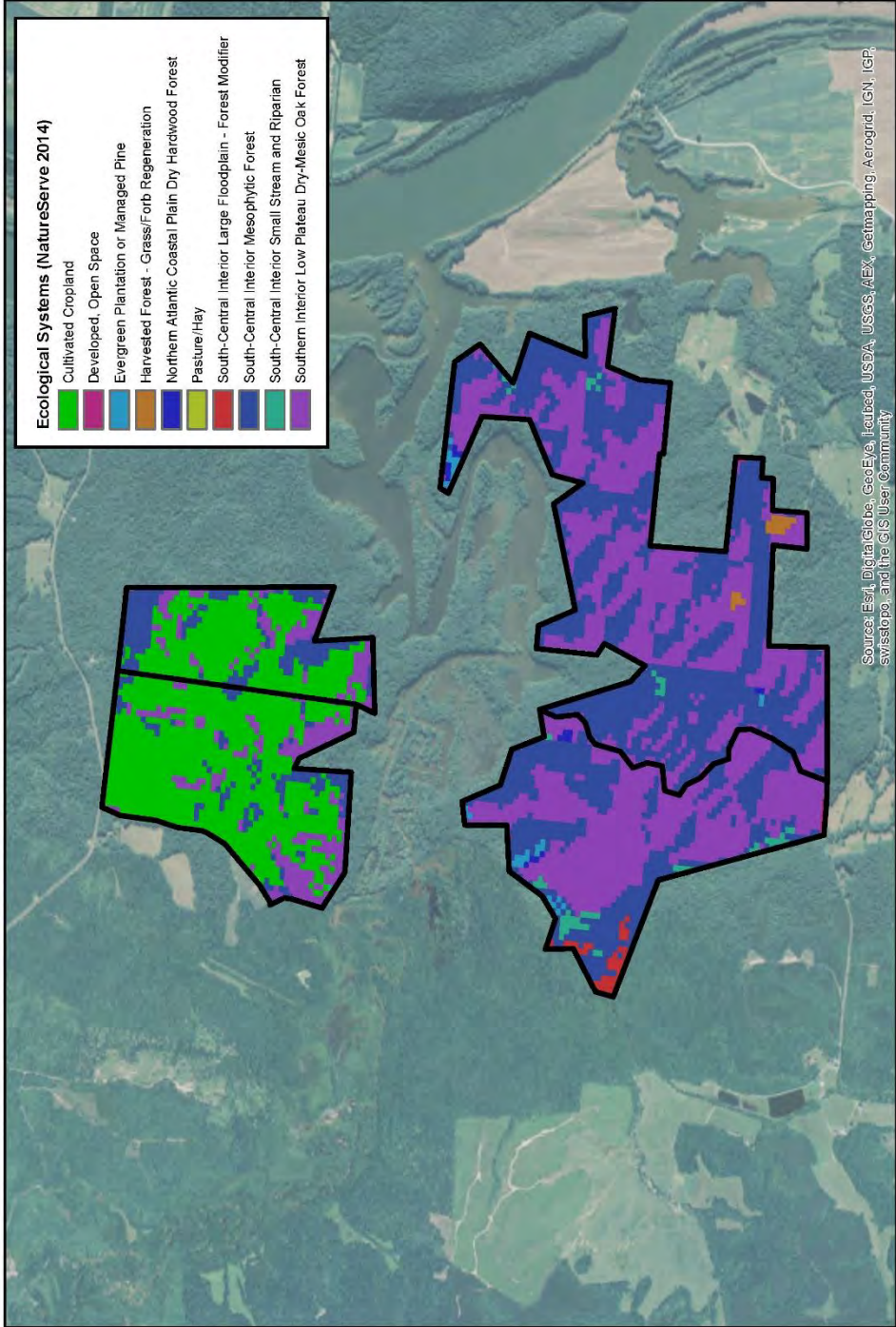


Flood Map - (FEMA-National Flood Hazards)
 Cub Creek, LLC - Conservation Easement Property
 Decatur County, TN

CONSERVATION ECOLOGY LLC







- Ecological Systems (NatureServe 2014)**
- Cultivated Cropland
 - Developed, Open Space
 - Evergreen Plantation or Managed Pine
 - Harvested Forest - Grass/Forb Regeneration
 - Northern Atlantic Coastal Plain Dry Hardwood Forest
 - Pasture/Hay
 - South-Central Interior Large Floodplain - Forest Modifier
 - South-Central Interior Mesophytic Forest
 - South-Central Interior Small Stream and Riparian
 - Southern Interior Low Plateau Dry-Mesic Oak Forest

Sources: Esri, DigitalGlobe, GeoEye, iSatImagery, USDA, USGS, AEX, Getmapping, Aerotrid, IGN, IGP, swisstopo, and the GIS User Community

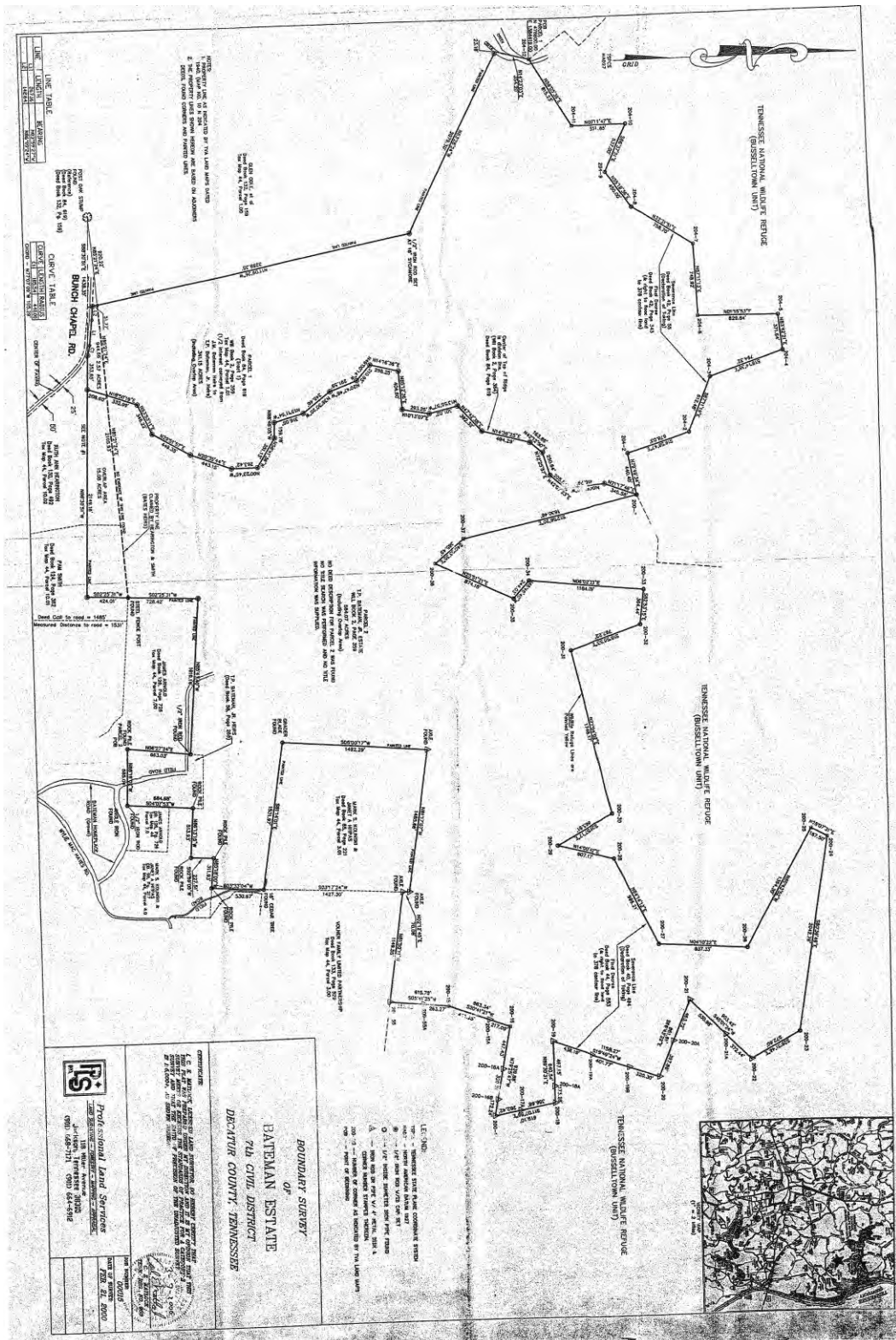
Christopher R. Wilson
 November 17, 2016
 Note: easement and parcel boundaries
 depicted on this map are for informational
 purposes and do not represent legal surveys

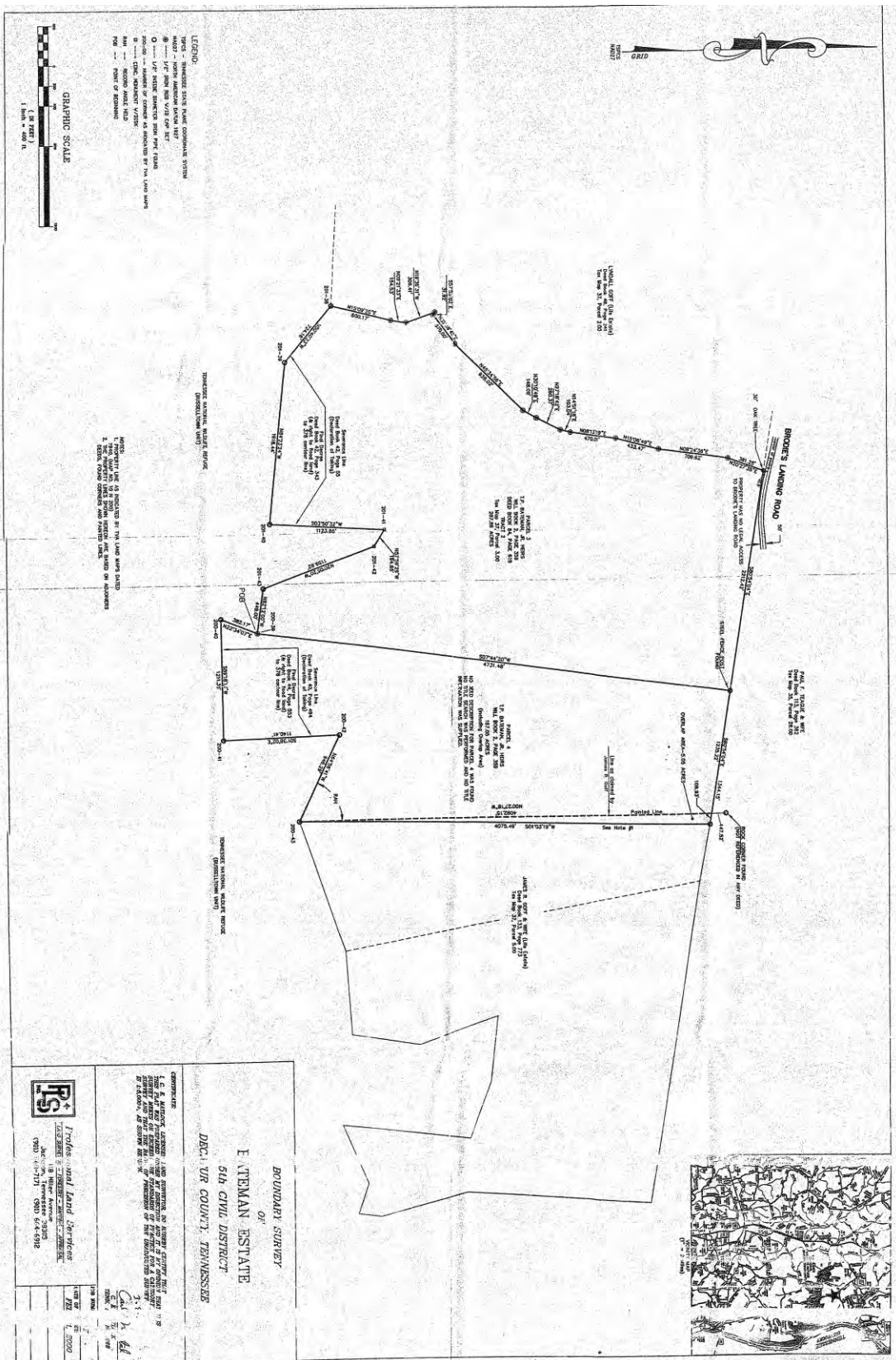


CONSERVATION ECOLOGY LLC

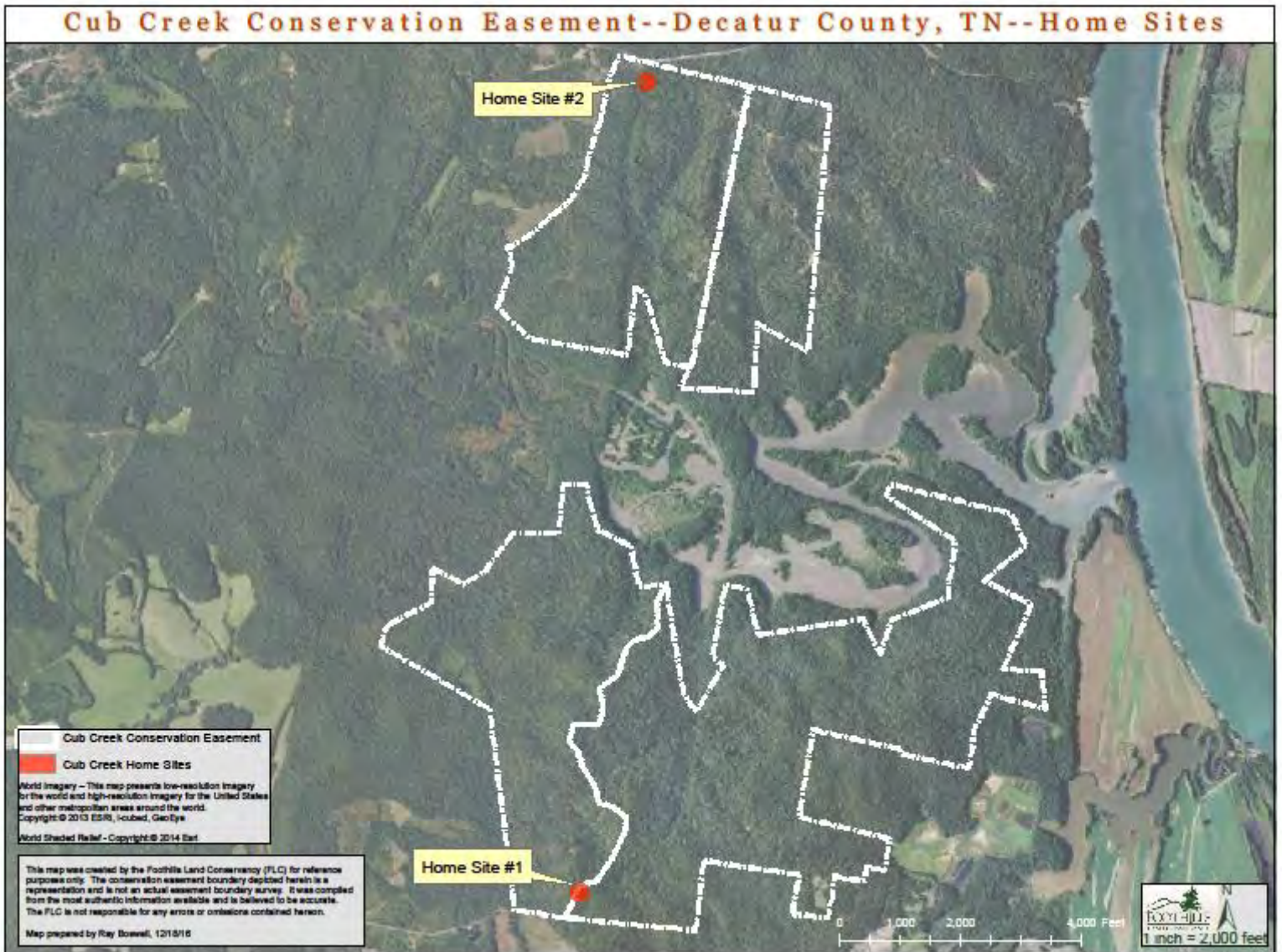
Land Use Map (NatureServe 2014)
 Cub Creek, LLC - Conservation Easement Property
 Decatur County, TN
 Terrestrial Ecological Systems of the United States
 NatureServe (2014)

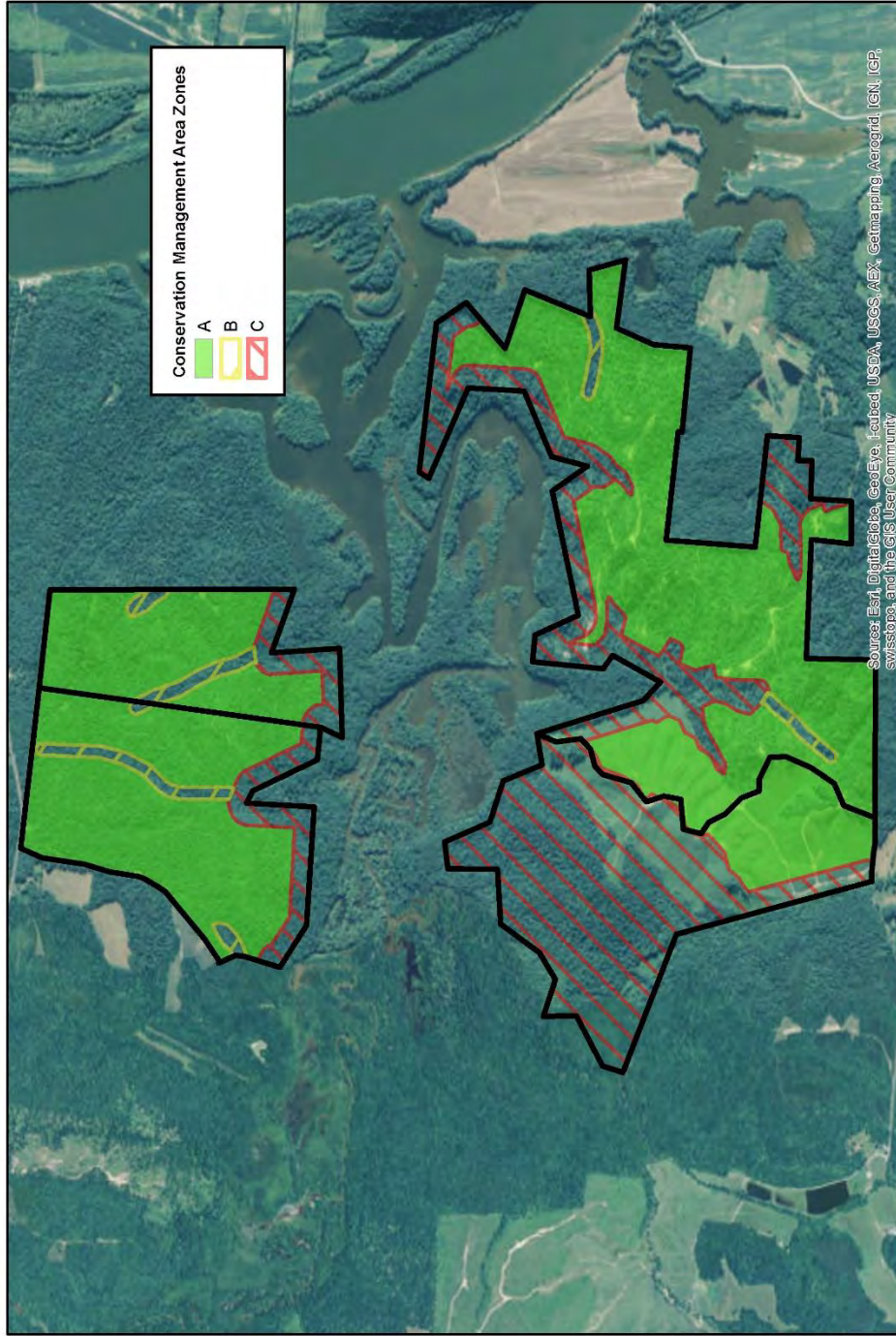
SURVEY MAP





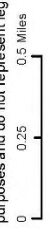
House Site Drawing



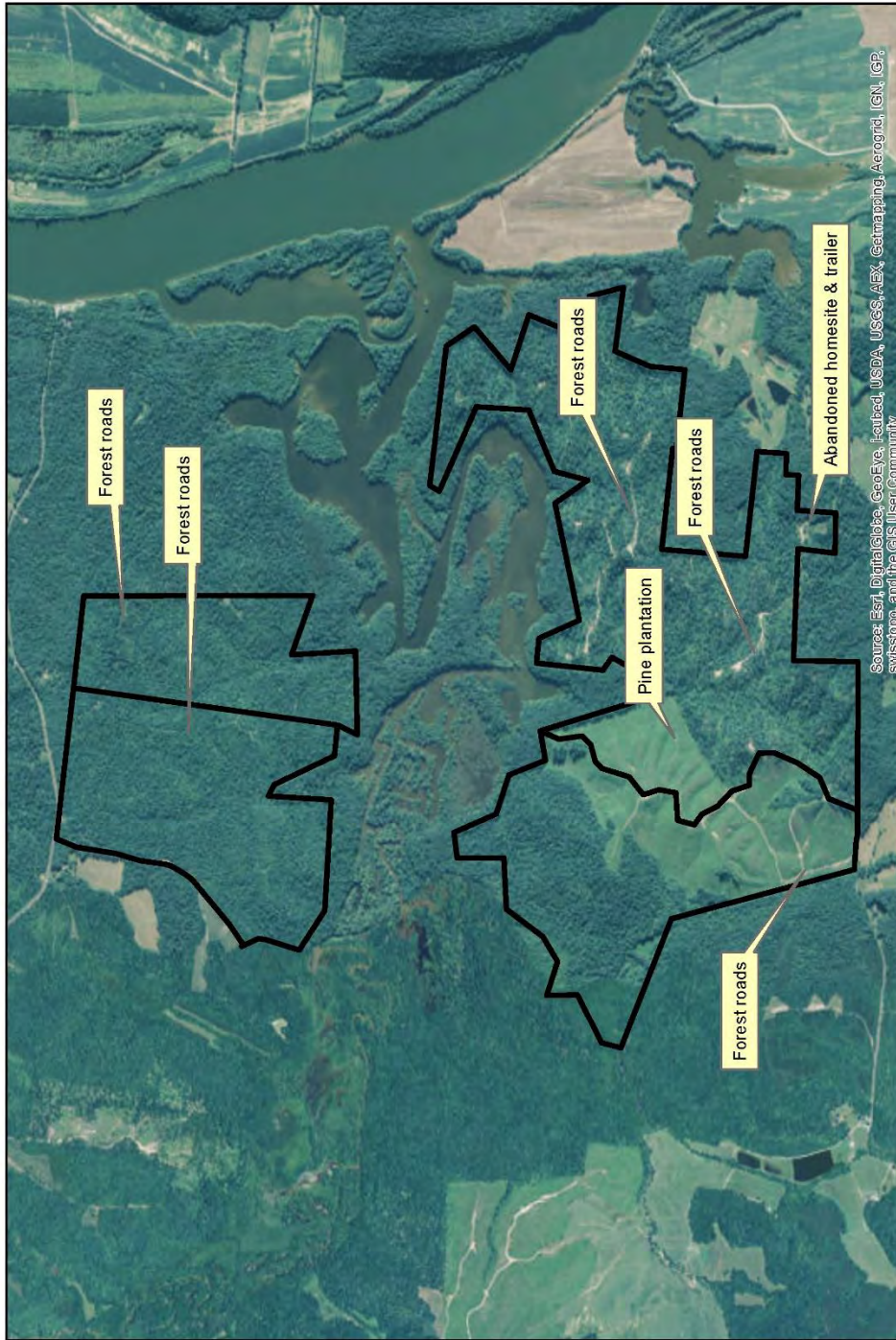


CONSERVATION ECOLOGY LLC

Christopher R. Wilson
 November 28, 2016
 Note: easement and parcel boundaries
 depicted on this map are for informational
 purposes and do not represent legal surveys



Conservation Management Areas Map
 Cub Creek, LLC - Conservation Easement Property
 Decatur County, TN



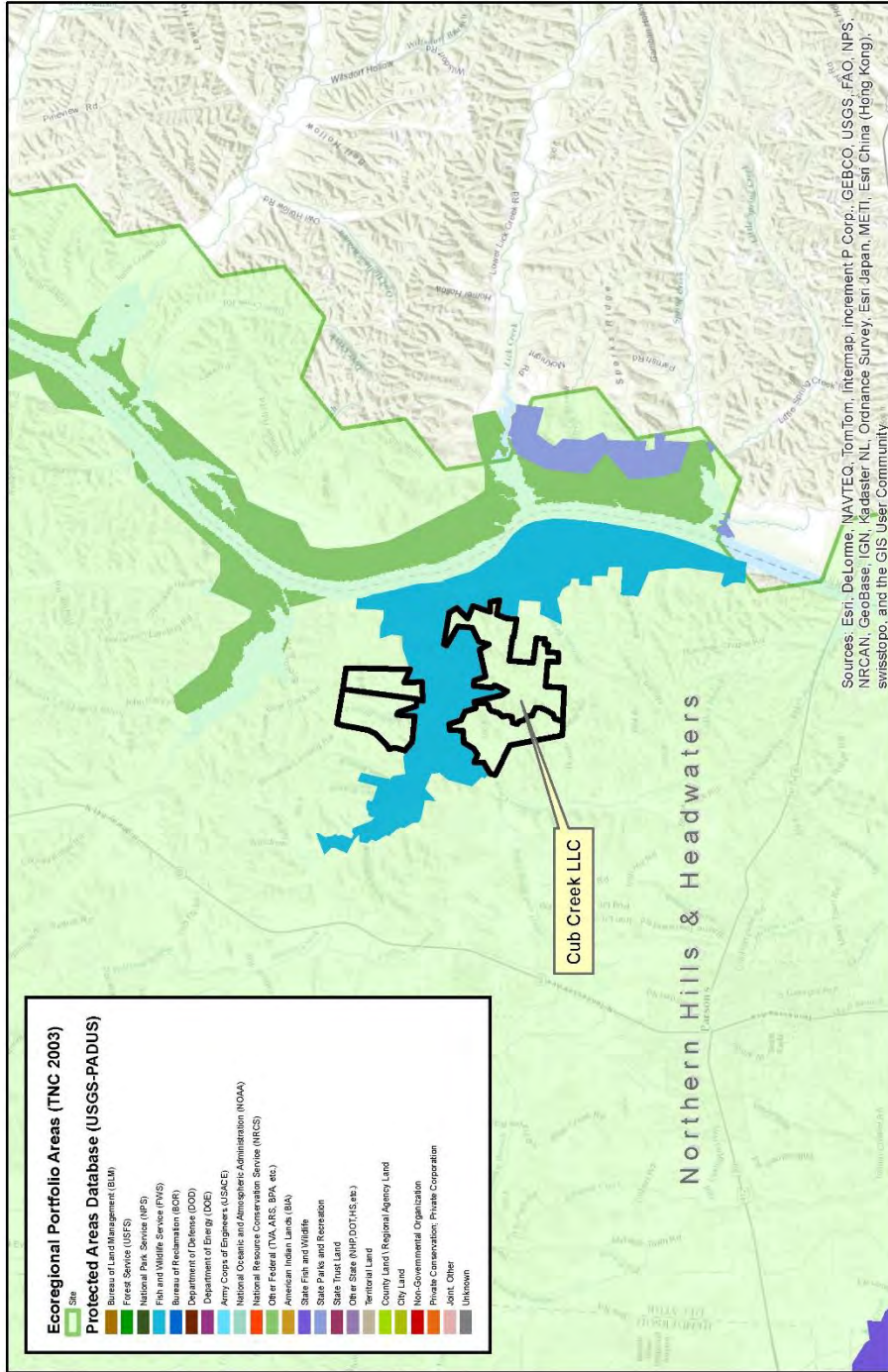
CONSERVATION ECOLOGY LLC

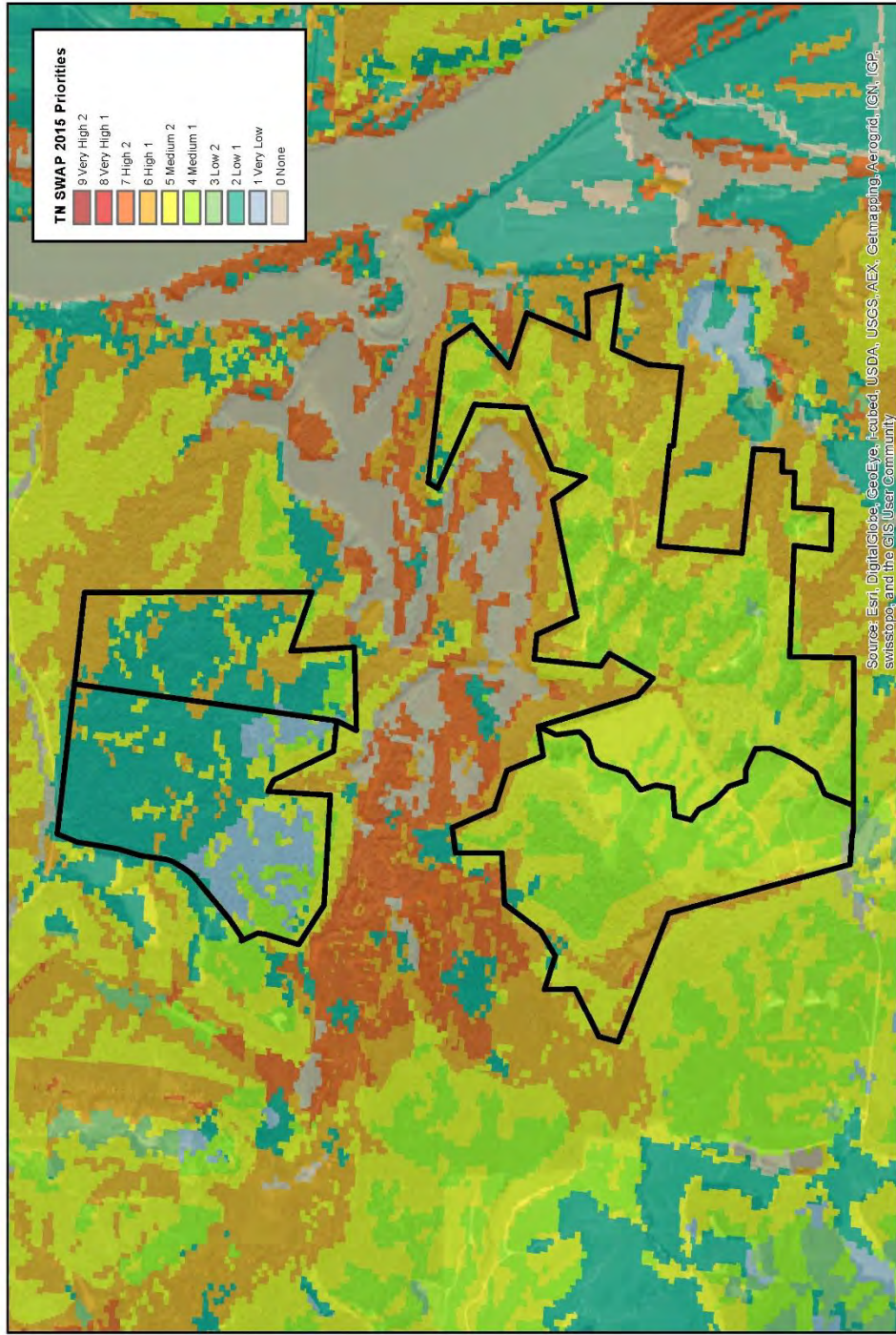
Christopher R. Wilson
November 17, 2016

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



Antropogenic Features Map
Cub Creek, LLC - Conservation Easement Property
Decatur County, TN





TN SWAP 2015 Priorities

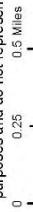
9	Very High 2
8	Very High 1
7	High 2
6	High 1
5	Medium 2
4	Medium 1
3	Low 2
2	Low 1
1	Very Low
0	None



CONSERVATION ECOLOGY LLC

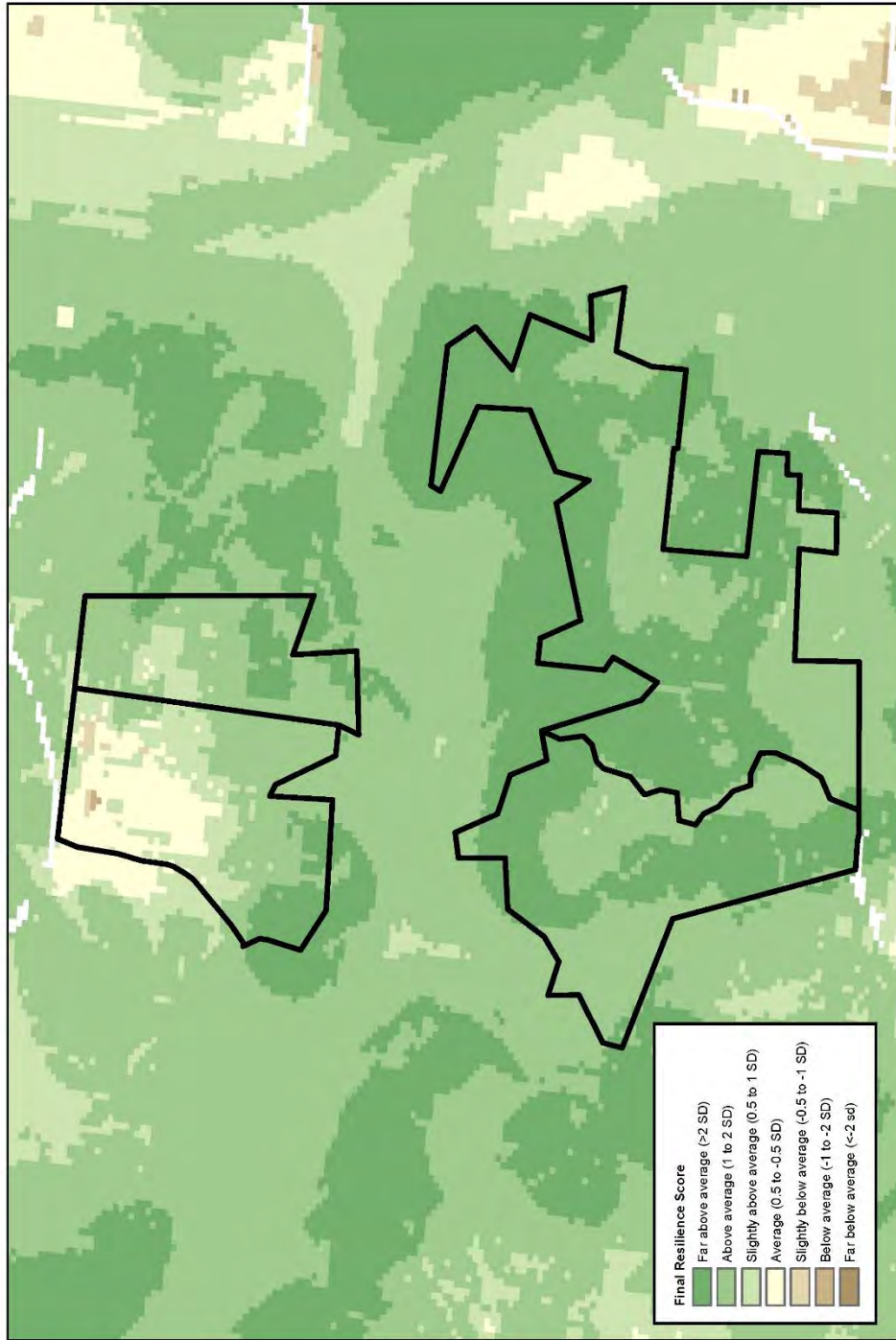
Christopher R. Wilson
November 17, 2016

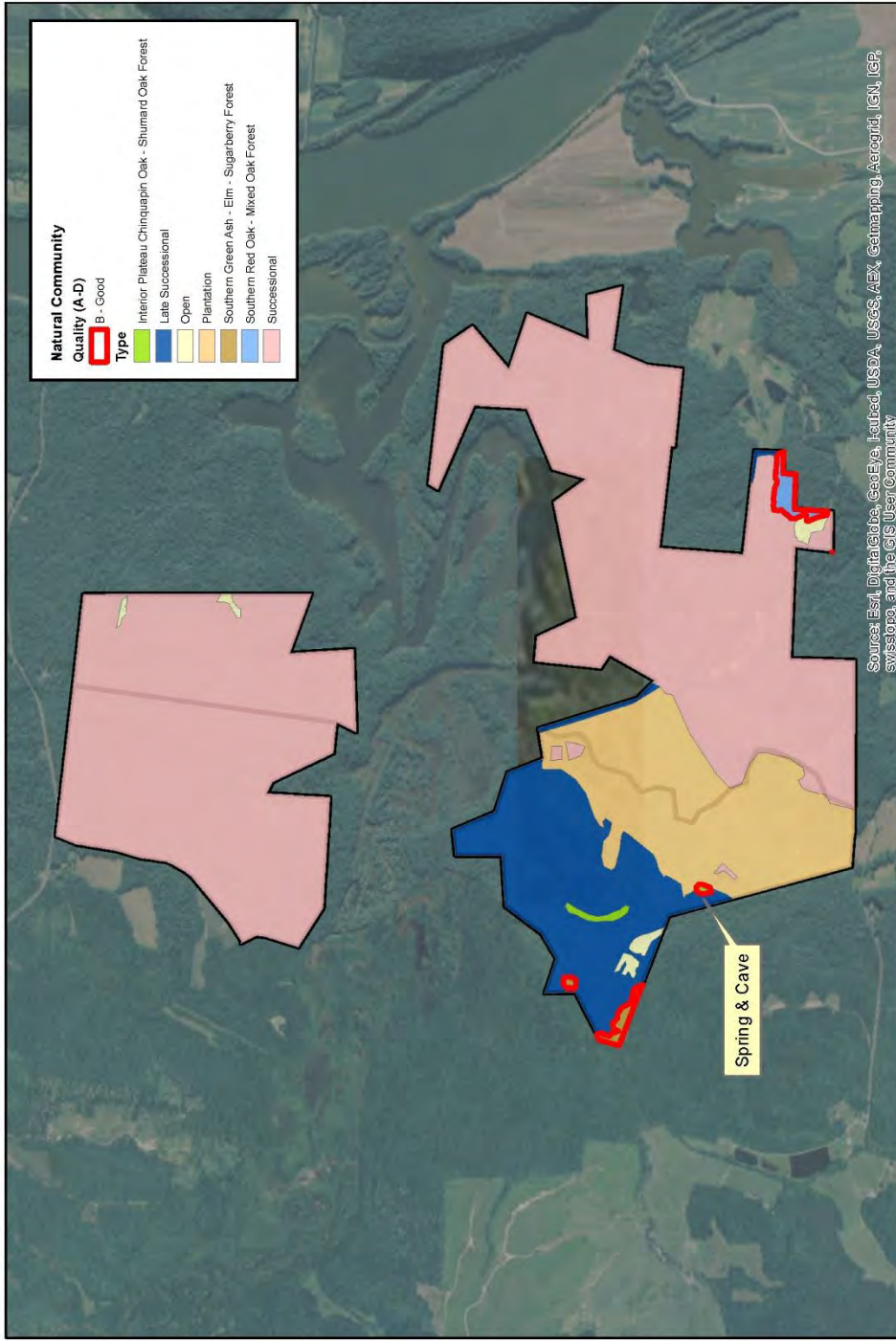
Note: easement and parcel boundaries depicted on this map are for informational purposes and do not represent legal surveys



TN State Wildlife Action Plan Map (2015)
 Cub Creek, LLC - Conservation Easement Property
 Decatur County, TN

TN SWAP 2015 Combined Conservation Priorities
 for Terrestrial, Downstream Aquatic, and Nearby Karst Habitats





DIRECTIONS TO PROPERTY

Entrance at: 35.676557, -88.06385

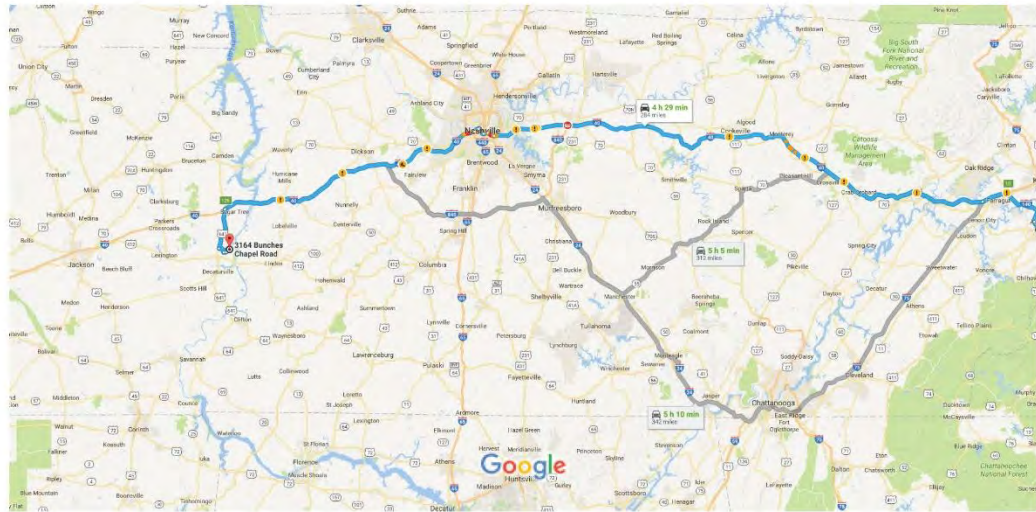
11/17/2016

Maryville, TN to 3164 Bunches Chapel Road, Parsons, TN 38363 - Google Maps



Maryville, TN to 3164 Bunches Chapel Road,
Parsons, TN 38363

Drive 284 miles, 4 h 29 min



Map data ©2016 Google 10 mi

Maryville, TN

Get on I-140 W in Alcoa from S Hall Rd and US-129 N

- 11 min (6.5 mi)
1. Head northeast on E Broadway Ave toward College St 0.3 mi
 2. Turn left onto N Washington St 0.2 mi
 3. Continue onto S Hall Rd 2.3 mi
 4. Continue straight onto US-129 N 3.5 mi
 5. Use the right lane to merge onto I-140 W via the ramp to Oak Ridge 0.2 mi

Follow I-40 W to TN-69 S/US-641 S in Decatur County. Take exit 126 from I-40 W

- 3 h 46 min (261 mi)
6. Merge onto I-140 W 11.2 mi
 7. Continue onto TN-162 N 0.1 mi
 8. Take exit 1D for I-40 W/I-75 S toward Nashville/Chattanooga 0.4 mi
 9. Keep left at the fork and merge onto I-40 W/I-75 S 7.8 mi
 10. Keep right at the fork to continue on I-40 W, follow signs for Nashville 155 mi
 11. Keep right to stay on I-40 W 2.1 mi
 12. Keep left at the fork to stay on I-40 W, follow signs for Huntsville/Memphis/Interstate 65 S 1.1 mi
 13. Keep right to stay on I-40 W 2.3 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 1.4 mi
 16. Keep right to stay on I-40 W, follow signs for Memphis 79.8 mi
 17. Take exit 126 for US-641/TN-69 toward Camden/Paris/Parsons 0.2 mi

Continue on TN-69 S/US-641 S. Drive to Bunches Chapel Rd

- 22 min (16.3 mi)
18. Turn left onto TN-69 S/US-641 S

<https://www.google.com/maps/dir/Maryville,+TN/35.676557,-88.063851/@35.6413573,-86.5754225,9z/am=t/data=!4m8!4m7!1m5!1m1!1s0x885e9e2269c7638d...> 2/3

11/17/2016 Maryville, TN to 3164 Bunches Chapel Road, Parsons, TN 38363 - Google Maps

-  18. Turn right onto TN-09 S/US-041 S 11.8 mi

-  19. Turn left onto Walter Garrett Rd 2.2 mi

-  20. Turn left onto Odos Graves Rd 0.7 mi

-  21. Turn left onto Bunches Chapel Rd 1.6 mi
 -  Destination will be on the left

3164 Bunches Chapel Road

Parsons, TN 38363

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

All references below accessed October/November 2016

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

PREPARER QUALIFICATIONS AND CONTRIBUTIONS

Christopher R. Wilson

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

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

Meredith Clebsch

Contribution: Meredith provided oversight of document development.

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

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

Lloyd Raleigh

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

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

BDR EXHIBITS

(Electronic versions saved as independent files)

A. Conservation Easement

BDR EXHIBIT A
CONSERVATION EASEMENT

TITLE OPINION

TO: Tommy L. Graham

FROM: Wood Law Offices, P.C., Wood Law Offices, P.C., Parsons, Tennessee

RE: Property owned by Ernest D. Bateman, Jr. William M. Bateman, Paul Reid Threadgill, Jr. (life estate interest) Paul Reid Threadgill, III, Charles David Threadgill, Richard M. Bateman, Trustee of the Richard M. Bateman Revocable Living Trust, Marian M. Bateman, Trustee of the Marian M. Bateman Revocable Living Trust, Rosemary Bateman, Margaret Bateman Franklin and Phillip White Bateman

The undersigned hereby certifies that based upon a personal examination of the public records in the Register's Office, the County Trustee's Office, the Clerk and Master's Office and Circuit Court Clerk's Office of Decatur County, Tennessee, on the 12th day of April, 2007, at 1:30 o'clock P.M., the fee simple title is vested in Ernest D. Bateman, Jr. William M. Bateman, Paul Reid Threadgill, Jr. (life estate interest) Paul Reid Threadgill, III, Charles David Threadgill, Richard M. Bateman, Trustee of the Richard M. Bateman Revocable Living Trust, Marian M. Bateman, Trustee of the Marian M. Bateman Revocable Living Trust, Rosemary Bateman, Margaret Bateman Franklin and Phillip White Bateman, of record as hereinafter set forth in the property description.

SEE EXHIBIT A ATTACHED

ENCUMBRANCES AND EXCEPTIONS

1. Taxes: Taxes for the year 2006 were reported paid, by the Trustee's Office of Decatur County, Tennessee. If improvements are completed after January 1 of any year, the law requires supplemental assessment for the year in which improvements are completed as defined by statute. We assume no liability for taxes assessed by correction pursuant to the provisions of Section 67-5-603, *et seq.*, Tenn. Code Ann.

2. Mortgages, Liens, Easements, Etc.: No conveyances for mortgages, liens or easements were found on the books and records of the Register's Office of Decatur County, Tennessee, that were not previously released, except:

A) Collateral Assignment of Timber Deed, executed by Steve Bond, Vice President of Forest Management, Inc. of record in Book 153, Page 402, filed October 5, 2000, to secure to Hardin County Bank, an indebtedness in the amount of \$372,750.00, and any other sums which may be and become payable under the terms thereof, including but not limited to principal, interest and service fees. (See instrument for complete terms and conditions as well as possible rights and options of the mortgagee or holder thereof, including rights respecting assumption of the debt secured thereby).

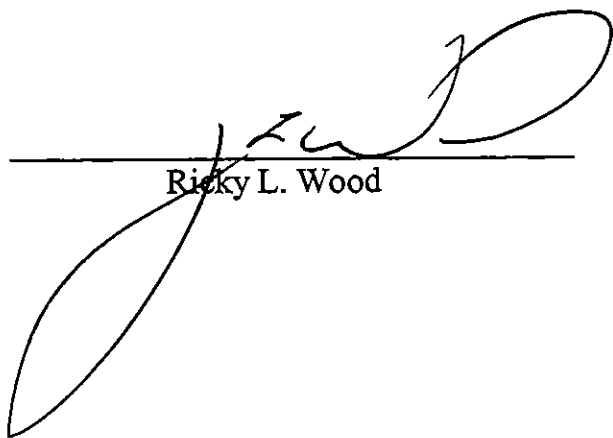
B) Collateral Assignment of Timber Deed, executed by Ben Hobert, President of Olive Hill Lumber Co. Inc. of record in Book 153, Page 829, filed October 26, 2000, to secure to Hardin County Bank, an indebtedness in the amount of \$188,542.00, and any other sums which may be and become payable under the terms thereof, including but not limited to principal, interest and service fees. (See instrument for complete terms and conditions as well as possible rights and options of the mortgagee or holder thereof, including rights respecting assumption of the debt secured thereby).

3. Survey: The description herein above used was taken from the title deeds as appear of record and does not result from a current survey. This Title Opinion is therefore subject to such state of facts and other matters as an accurate survey may reveal, including any errors, omissions, discrepancies and other matters concerning the description thereof and other holder adverse to the recorded owners to all or any part of said premises as may actually exist.

4. This title opinion does not make any representation with regard to (a) any parties in possession; (b) deficiencies in quantities of land; (c) boundary line disputes and location of improvements; (d) roadways; (e) any unrecorded easements; (f) any unrecorded liens, including liens for labor performed and materials furnished within the statutory period; (g) accuracy of the index books of the Register's Office for Decatur County, Tennessee; (h) any matter not of record in the Register's Office for Decatur County, Tennessee, which would be disclosed by an accurate survey or inspection of the property; (i) any undisclosed heirs; (j) any fraud or forgery in connection with any of the instruments in the chain of title; (k) mental incompetence; (l) confusion with regard to the name or proper identity of parties; (m) improprieties with regard to delivery of deeds; (n) marital rights (spouse or former spouse of past owner not revealed in the instruments); (o) any instrument executed by a minor; (p) lack of requisite capacity or approval of any corporation, partnership, trust or other entity; (q) lack of authority of any person executing an instrument on behalf of a corporation, partnership, trust or other entity or as an attorney-in-fact or representative for another person; (r) governmental building and zoning laws and regulations; (s) any threatened or pending lawsuits or other actions, unless notice thereof has been recorded in the Register's Office for Decatur County, Tennessee; (t) any environmental law or protection matters or problems, unless notice thereof has been recorded in the Register's Office for Decatur County, Tennessee; or (u) any matter or claim arising by reason of the operation of any bankruptcy, insolvency, receivership, or similar creditors' rights laws. These are matters which would not be revealed by an examination of the records in the Register's Office Decatur County, Tennessee, and are therefore matters which we have not examined and about which we make no representation.

5. This title opinion is for the exclusive benefit of Tommy L. Graham and may not be relied upon by any other lender or party, and the liability of the undersigned is expressly limited to the fee paid for the services rendered.

Based upon the search made in this request, I believe the title in the above named party to be good.



Ricky L. Wood

EXHIBIT A

TRACT NO. 1:

A tract of land located in the Seventh Civil District, Decatur County, Tennessee and being more particularly described as follows:

Begin at a concrete monument with a brass disk stamped "204-12", being the corner number assigned to this monument, as found on the east line of Glen Odle, et al (Deed Book 132, Page 159), said point being located on south line of the Tennessee National Wildlife Refuge (Busselltown Unit), said point being located at coordinates of North=478,600.00 feet and East=1,384,419.00 feet in the Tennessee State Plane Coordinate System (NAD-27), and running thence with the grid of said coordinate system and the south line of the Wildlife Refuge, North 59 degrees 05 minutes 36 seconds East, 815.23 feet, to a concrete monument with disk stamped "204-11"; thence, North 00 degrees 11 minutes 47 seconds East, 551.85 feet, to a ½-inch iron pipe found; thence, South 66 degrees 37 minutes 31 seconds East, 537.00 feet, to a ½-inch iron pipe found; thence, North 55 degrees 19 minutes 36 seconds East, 450.00 feet, to a ½-inch iron pipe found; thence, North 32 degrees 31 minutes 51 seconds East, 758.70 feet, to a concrete monument with disk stamped "204-7"; thence, North 87 degrees 11 minutes 13 seconds East, 748.92 feet, to a concrete monument with disk stamped "204-6" thence, North 01 degrees 15 minutes 53 seconds East, 829.84 feet, to a ½-inch iron pipe found; thence, North 83 degrees 42 minutes 21 seconds East, 371.64 feet, to a ½-inch iron pipe found; thence, South 18 degrees 14 minutes 38 seconds East, 794.32 feet, to a ½-inch iron pipe found; thence, South 67 degrees 11 minutes 19 seconds East, 612.48 feet, to a ½-inch pipe found; thence, South 16 degrees 58 minutes 47 seconds East, 678.03 feet, to a ½-inch iron rod found; thence, North 79 degrees 49 minutes 34 seconds East, 440.40 feet, to a ½-inch iron pipe found on the crest of a ridge; thence, following the crest of the ridge, South 21 degrees 17 minutes 46 seconds West, 345.58 feet, to a ½-inch iron rod with identification cap stamped "PLS INC JACKSON TN" set, said rod being typical of all iron rods herein referred to as set; thence, South 04 degrees 49 minutes 10 seconds East, 416.79 feet, to an iron rod set; thence, South 42 degrees 07 minutes 23 seconds West, 205.84 feet, to an iron rod set; thence, South 72 degrees 25 minutes 57 seconds West, 250.64 feet, to an iron rod set; thence, South 42 degrees 12 minutes 50 seconds West, 163.86 feet, to an iron rod set; thence, South 14 degrees 36 minutes 25 seconds West, 494.29 feet, to an iron rod set; thence, South 47 degrees 42 minutes 38 seconds West, 362.32 feet, to an iron rod set; thence, South 13 degrees 55 minutes 57 seconds East, 301.02 feet, to an iron rod set; thence, South 10 degrees 13 minutes 07 seconds West, 293.25 feet, to an iron rod set; thence, South 85 degrees 12 minutes 36 seconds West, 404.60 feet, to an iron rod set; thence, South 14 degrees 16 minutes 36 seconds West, 298.25 feet, to an iron rod set; thence, South 49 degrees 00 minutes 14 seconds East, 210.95 feet, to an iron rod set; thence, South 20 degrees 47 minutes 48 seconds East, 291.59 feet, to an iron rod set; thence, South 38 degrees 30 minutes 20 seconds East, 345.46 feet, to an iron rod set; thence, South 15 degrees 11 minutes 54 seconds East, 316.05 feet, to an iron rod set; thence, South 88 degrees 48 minutes 05 seconds East, 159.78 feet, to an iron rod set; thence, South 58 degrees 41 minutes 36 seconds East, 351.13 feet, to an iron rod set; thence, South 00 degrees 23 minutes 45 seconds East, 263.42 feet, to an iron rod set; thence, South 20 degrees 35 minutes 44 seconds West, 443.15 feet, to an iron rod set; thence, South 29 degrees 51 minutes 57 seconds West, 449.35 feet, to an iron rod set; thence, South 63 degrees 53 minutes 11 seconds West, 346.22 feet, to an iron rod set; thence, South 18 degrees 50 minutes 19 seconds West,

541.59 feet, to an iron rod set on the north line of Hearington (Deed Book 130, Page 492); thence, North 88 degrees 30 minutes 51 seconds West, 353.65 feet, along the north line of Hearington, to a ½-inch iron rod set on the north right-of-way line of Bunch Chapel Road (50-foot right-of-way); thence, westerly a distance of 105.54 feet, along the arc of a curve to the left, said curve having a radius of 440.00 feet and a chord of North 77 degrees 07 minutes 09 seconds West, 105.29 feet, to a point; thence, North 83 degrees 59 minutes 27 seconds West, 267.16 feet, to a point; thence, North 86 degrees 09 minutes 24 seconds West, 142.64 feet, to an iron rod set on the east line of Glen Odle; thence, North 11 degrees 09 minutes 26 seconds West, 3,341.12 feet, along the east line of Odle, to an iron rod set at an 18-inch sycamore tree on the east bank of a creek; thence, North 63 degrees 28 minutes 24 seconds West, along the east line of Odle and passing a ½-inch iron rod set at a distance of 2,056.12 feet, a total distance of 2,079.30 feet, to the centerline of a creek; thence, North 14 degrees 23 minutes 03 seconds East, 354.20 feet, along the creek, to the Point of Beginning.

Containing 341.15 acres within these bounds.

The above described tract is subject to claims of ownership by the adjoiners to the south. These claims amount to 2.57 acres of land and are more clearly defined on the attached survey plat.

TRACT NO. 2:

A tract of land located in the Seventh Civil District, Decatur County, Tennessee and being more particularly described as follows:

Begin at a rock pile found at the southwest corner of that tract conveyed to the T. P. Bateman, Jr. Heirs, as described in Deed Book 58, Page 268, said point being an interior northeast corner of James Arnold (Deed Book 126, Page 726); thence, North 06 degrees 27 minutes 24 seconds East, 663.03 feet, with the grid of the Tennessee State Plane Coordinate System and along an east line of Arnold, to a ½-inch iron rod found at a 24-inch white oak tree, the northeast of Arnold; thence, North 85 degrees 43 minutes 40 seconds West, 1,619.14 feet, along the north line of Arnold, to a ½-inch iron rod with identification cap stamped "PLS INC JACKSON TN", said rod being typical of all rods herein referred to as being set; thence, South 02 degrees 25 minutes 31 seconds West, 1,152.43 feet, along the west line of Arnold and Pam Smith (Deed Book 124, Page 362), to an iron rod set; thence, North 88 degrees 30 minutes 51 seconds West, 2,149.16 feet, along a north line of Smith and Hearington (Deed Book 130, Page 492), to an iron rod set; thence, North 18 degrees 50 minutes 19 seconds East, 541.59 feet, along the crest of a ridge, to an iron rod set; thence, North 63 degrees 53 minutes 11 seconds East, 346.22 feet, to an iron rod set; thence, North 29 degrees 51 minutes 57 seconds East, 449.35 feet, to an iron rod set; thence, North 20 degrees 35 minutes 44 seconds East, 443.15 feet, to an iron rod set; thence, North 00 degrees 23 minutes 45 seconds West, 263.42 feet, to an iron rod set; thence, North 58 degrees 41 minutes 36 seconds West, 351.13 feet, to an iron rod set; thence, North 88 degrees 48 minutes 05 seconds West, 159.78 feet, to an iron rod set; thence, North 15 degrees 11 minutes 54 seconds West, 316.05 feet to an iron rod set; thence, North 38 degrees 30 minutes 20 seconds West, 345.46 feet, to an iron rod set; thence, North 20 degrees 47 minutes 48 seconds West, 291.59 feet, to an iron rod set; thence, North 49 degrees 00 minutes 14 seconds West, 210.95 feet, to an iron rod set; thence, North 14 degrees 16 minutes 36 seconds East, 298.25 feet, to an iron rod set; thence, North 85 degrees 12 minutes 36 seconds East, 404.60 feet, to an iron rod set; thence,

North 10 degrees 13 minutes 07 seconds East, 293.25 feet, to a point; thence, North 13 degrees 55 minutes 57 seconds West, 301.02 feet, to an iron rod set; thence, North 47 degrees 42 minutes 38 seconds East, 362.32 feet, to an iron rod set; thence, North 14 degrees 36 minutes 25 seconds East, 494.29 feet, to an iron rod set; thence, North 42 degrees 12 minutes 50 seconds East, 163.86 feet, to an iron rod set; thence, North 72 degrees 25 minutes 57 seconds East, 250.64 feet, to an iron rod set; thence, North 42 degrees 07 minutes 23 seconds East, 205.84 feet, to an iron rod set; thence, North 04 degrees 49 minutes 10 seconds West, 416.79 feet, to an iron rod set; thence, North 21 degrees 17 minutes 46 seconds East, 345.58 feet, to a ½-inch iron pipe found on the south line of the Tennessee National Wildlife Refuge (Bussell Town Unit), being Corner No. 200-38; thence, following the south line of the Wildlife Refuge, South 12 degrees 56 minutes 20 seconds East, 1,830.48 feet, to a concrete monument found with disk stamped "200-37"; thence, South 40 degrees 03 minutes 35 seconds East, 385.45 feet, to a concrete monument found with disk stamped "200-36"; thence, North 25 degrees 51 minutes 21 seconds East, 874.16 feet, to a ½-inch iron pipe found; thence, North 48 degrees 48 minutes 40 seconds West, 244.03 feet, to a ½-inch iron pipe found; thence, North 06 degrees 02 minutes 23 seconds East, 1,184.09 feet, to a ½-inch iron pipe found; thence, South 82 degrees 53 minutes 15 seconds East, 364.44 feet, to a ½-inch iron pipe found; thence, South 18 degrees 55 minutes 53 seconds East, 767.22 feet, to a ½-inch iron pipe found; thence, North 77 degrees 04 minutes 02 seconds East, 1,748.17 feet, to a ½-inch iron pipe found; thence, South 28 degrees 57 minutes 17 seconds East, 663.91 feet, to a ½-inch iron pipe found; thence, North 14 degrees 00 minutes 42 seconds East, 607.17 feet, to a ½-inch iron pipe found; thence, North 64 degrees 14 minutes 12 seconds East, 996.21 feet, to a ½-inch iron pipe found; thence, North 04 degrees 10 minutes 22 seconds East, 937.33 feet, to a ½-inch iron pipe found; thence, North 60 degrees 43 minutes 52 seconds West, 1,394.30 feet, to a concrete monument found with disk stamped "200-25"; thence, North 28 degrees 07 minutes 31 seconds East, 187.50 feet, to a concrete monument found with disk stamped "200-24"; thence, South 80 degrees 39 minutes 49 seconds East, 2,042.76 feet, to a ½-inch iron pipe found; thence, South 28 degrees 31 minutes 46 seconds East, 572.60 feet, to an iron rod found with disk stamped "200-22"; thence, South 45 degrees 01 minutes 24 seconds West, 903.42 feet, to an iron rod found with disk stamped "200-21"; thence, South 66 degrees 43 minutes 22 seconds East, 861.61 feet to an iron rod found with disk stamped "200-20"; thence, South 19 degrees 49 minutes 24 seconds West, 1,158.27 feet, to an iron rod found with disk stamped "200-19"; thence, North 89 degrees 30 minutes 31 seconds East, 640.54 feet, to an iron rod found with disk stamped "200-18"; thence, South 11 degrees 07 minutes 59 seconds East, 619.10 feet, to an iron rod found with disk stamped "200-17"; thence, North 79 degrees 25 minutes 47 seconds West, 939.88 feet, to a concrete monument found with disk stamped "200-16"; thence, South 20 degrees 41 minutes 25 seconds West, 663.34 feet, to a concrete monument found with disk stamped "200-15"; thence, South 05 degrees 41 minutes 25 seconds West, 615.70 feet, to an iron rod found with disk stamped "200-55", said point being on the north line of Volner Family Limited Partnership (Deed Book 133, Page 529); thence, North 81 degrees 50 minutes 11 seconds West, 1,149.55 feet, along the north line of said partnership, to an axle found on the east line of Mark S. Kolinski (Deed Book 85, Page 221); thence, North 02 degrees 12 minutes 45 seconds East, 70.08 feet, along the east line of Kolinski, to an axle found; thence, North 81 degrees 17 minutes 07 seconds West, 1,485.66 feet, along the north line of Kolinski, to an axle found; thence, South 05 degrees 00 minutes 17 seconds West, 1,492.29 feet, along the west line of Kolinski, to a grader blade found; thence, South 81 degrees 14 minutes

01 seconds East, 1,531.97 feet, along the south line of Kolinski, to an 18-inch cedar tree on the west line of the Volner Family Limited Partnership; thence, South 03 degrees 33 minutes 04 seconds West, 530.67 feet, along said line, to a rock pile found on the north line of Mark S. Kolinski (Deed Book 98, Page 217); thence, North 85 degrees 18 minutes 00 seconds West, 311.93 feet, with Kolinski, to a rock pile found; thence, South 02 degrees 59 minutes 05 seconds West, 227.51 feet, with Kolinski, to a rock pile found; thence, North 86 degrees 13 minutes 15 seconds West, 513.93 feet, with Kolinski, to a rock pile found; thence, South 04 degrees 07 minutes 53 seconds West, 684.68 feet, with the west line of Kolinski and James Arnold (Deed Book 126, Page 726), to a ½-inch iron rod found at a stump; thence, North 88 degrees 19 minutes 02 seconds West, 585.04 feet, with the north line of Arnold, to the Point of Beginning.

Containing 584.07 acres within these bounds.

The above described tract is subject to claim of ownership by adjoiner to the south. The claim amounts to 15.08 acres of land and is more clearly defined on the attached survey plat.

TRACT NO. 3:

A tract of land located in the Fifth Civil District, Decatur County, Tennessee, and being more particularly described as follows:

Begin at a ½-inch iron rod with identification cap stamped "PLS INC JACKSON TN" set, said rod being typical of all rods herein referred to as set, said point being the southwest corner of another T. P. Bateman, Jr. heirs tract and being located at coordinates of North=483,203.00 feet and East=1,389,133.00 feet in the Tennessee State Plane Coordinate System (North American Datum-1927) and said point being corner number 200-39 on the north line of the Tennessee National Wildlife Refuge (Bussell Town Unit); thence, North 82 degrees 12 minutes 00 seconds West, 449.00 feet with the grid of the Tennessee State Plane Coordinate System and the north line of said Refuge, to a ½-inch iron pipe found; thence, North 20 degrees 05 minutes 20 seconds West, 1,159.92 feet, to a concrete monument with disk stamped "201-42" found; thence, North 57 degrees 59 minutes 29 seconds West, 194.65 feet, to a concrete monument with disk stamped "201-41" found; thence, South 03 degrees 50 minutes 32 seconds West, 1,123.85 feet, to a ½-inch iron pipe found; thence, North 84 degrees 23 minutes 24 seconds West, 1,618.44 feet, to a ½-inch iron pipe found; thence, North 50 degrees 40 minutes 23 seconds West, 724.16 feet, to a ½-inch iron pipe found at a southeast corner of Lyndall Goff (Deed Book 48, Page 241); thence, with the east line of Goff and generally with an old fence, North 15 degrees 09 minutes 20 seconds East, 600.17 feet, to an iron rod set; thence, North 09 degrees 21 minutes 33 seconds East, 154.53 feet, to an iron rod set; thence, North 19 degrees 36 minutes 31 seconds West, 309.41 feet, to an iron rod set; thence, South 57 degrees 53 minutes 02 seconds East, 31.92 feet, to an iron rod set; thence, North 52 degrees 39 minutes 49 seconds East, 370.00 feet, to an iron rod set; thence, North 45 degrees 34 minutes 56 seconds East, 938.02 feet, to an iron rod set; thence, North 30 degrees 10 minutes 49 seconds East, 148.09 feet, to an iron rod set; thence, North 27 degrees 18 minutes 42 seconds East, 260.37 feet, to an iron rod set; thence, North 14 degrees 51 minutes 18 seconds East, 103.04 feet, to an iron rod set; thence, North 08 degrees 13 minutes 19 seconds East, 470.01 feet, to an iron rod set; thence, North 15 degrees 06 minutes 49 seconds East, 433.47 feet, to an iron rod set; thence, North 08 degrees 24 minutes 36 seconds East, 709.62 feet, to an iron rod set; thence,

North 20 degrees 27 minutes 35 seconds East, 381.25 feet, to a 30-inch oak tree on the south line of Paul F. Teague and wife (Deed Book 113, Page 362); thence, South 80 degrees 54 minutes 04 seconds East, 2,212.42 feet, to a steel fence post found at the northwest corner of T. P. Bateman, Jr. heirs (Will Book 2, Page 359); thence, South 07 degrees 44 minutes 20 seconds West, 4,731.48 feet, to the Point of Beginning.

Containing 287.86 acres within these bounds.

TRACT NO. 4:

A tract of land located in the Fifth Civil District, Decatur County, Tennessee, and being more particularly described as follows:

Begin at a ½-inch iron rod with identification cap stamped "PLS INC JACKSON TN" set, said rod being typical of all rods herein referred to as set, said point being the southwest corner of the parcel described herein, the southeast corner of another T. P. Bateman, Jr. heirs tract (Deed Book 84, Page 619) and being located at coordinates of North=483,203.00 feet and East=1,389,133.00 feet in the Tennessee State Plane Coordinate System (North American Datum-1927) and said point being corner number 200-39 on the north line of the Tennessee National Wildlife Refuge (Bussell Town Unit); thence, North 07 degrees 44 minutes 20 seconds East, 4,731.48 feet, with the grid of the Tennessee State Plane Coordinate System and the east line of the T. P. Bateman, Jr. heirs (Deed Book 84, Page 619), to a steel fence post found on the south line of Paul F. Teague and wife (Deed Book 113, Page 362); thence, South 80 degrees 54 minutes 04 seconds East, 1,344.15 feet, along the south line of Teague, to an iron rod set at the northwest corner of James R. Goff and wife (Deed Book 133, Page 773); thence, South 01 degrees 03 minutes 19 seconds West, 4,0753.49 feet, along the west line of Goff, to a ½-inch iron pipe found on the north line of the Wildlife Refuge; thence, along said north line, North 64 degrees 56 minutes 41 seconds West, 946.29 feet, to a ½-inch iron pipe found; thence, South 01 degrees 38 minutes 02 seconds East, 1,140.41 feet, to a ½-inch iron pipe found; thence, South 89 degrees 18 minutes 13 seconds West, 1,211.35 feet, to a ½-inch iron pipe found; thence, North 22 degrees 34 minutes 07 seconds East, 382.17 feet, to the Point of Beginning.

Containing 167.05 acres within these bounds,

The above described tract is subject to a claim of ownership by the adjoiner to the east. The claim amounts to 5.05 acres of land and is more clearly defined on the attached survey plat.

This being the same property conveyed to Ernest D. Bateman, William M. Bateman, Paul Reid Threadgill, jr., Paul Reid Threadgill, III, Charles David Threadgill, Richard M. Bateman, Trustee of the Richard M. Bateman Revocable Living Trust, Marion M. Bateman, Trustee of the Marina M. Bateman Revocable Living Trust, Rosemary Bateman, Margaret Bateman Franklin and Phillip White Bateman, by Clerk and Master's Deed of record in Deed Book 151, Page 935, Register's Office of Decatur County, Tennessee. The said Ernest D. Bateman is now deceased having died testate on January 10, 2005, his will is of record in the Davidson County Probate Court, Probate Number 05P1527. E. D. Bateman, Jr. received this property by Quitclaim Deed from Cheryl B. Martin and E. D. Bateman, Jr., Co-Executors of the Estate of E. D. Bateman of record in Deed Book 214, Page 560, Register's Office of Decatur County, Tennessee.

BK/PG: 315/681-685

16074323

5 PGS:AL-QUITCLAIM DEED	
GINA BATCH: 29320	11/14/2016 - 11:53 AM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	25.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	27.00

STATE OF TENNESSEE, DECATUR COUNTY
DON DAVIS
REGISTER OF DEEDS

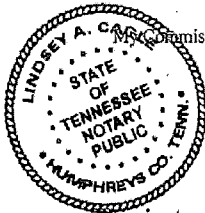
I hereby swear, or affirm, that the actual consideration for this transfer is \$ -0-.

[Signature]
Affiant

Sworn to and subscribed before me on this 10th day of November 2016.

[Signature]
Notary Public

My Commission Expires: 3-21-2020



315
681-685

The property is identified on the records of the Tax Assessor as Map , Group , Parcel . See Exhibit A for listing.

The name and address of the new owner and to whom the tax statement should be sent is Cub Creek Preserve, LLC, 15 Professional Ct. Kone GA 30165

This instrument prepared by Porch, Peeler, Williams & Thomason, Attorneys, 102 South Court Square, Waverly, Tennessee 37185.

QUITCLAIM DEED

For and in consideration of the issuance of ninety-nine (99) Membership Units in Cub Creek Preserve, LLC, a Georgia limited liability company, I, TOMMY L. GRAHAM, hereby release, remise and quitclaim unto CUB CREEK PRESERVE, LLC, a Georgia limited liability company, all of my right, title and interest in and to the property described on Exhibit A attached hereto and incorporated herein by reference.

This 10th day of November, 2016.

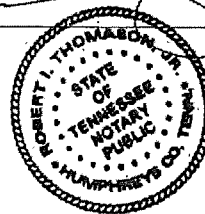
[Signature]
Tommy L. Graham

STATE OF TENNESSEE)
)
COUNTY OF HUMPHREYS)

Personally appeared before me, a Notary Public in and for said County and State, the within named TOMMY L. GRAHAM, the bargainer(s), with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Waverly, Tennessee, this 10th day of November, 2016.

[Signature]
Notary Public



My Commission Expires: 4.12.2017

DECATUR COUNTY ASSESSOR'S OFFICE
MAP 035 EP PARCEL 2817
4.00
3.00
1.01
2.00
03/14

EXHIBIT A

TRACT NO. 1:
(Map 044, Parcel 001.01)

A tract of land located in the Seventh Civil District, Decatur County, Tennessee and being more particularly described as follows:

Begin at a concrete monument with a brass disk stamped "204-12", being the corner number assigned to this monument, as found on the east line of Glen Odle, et al (Deed Book 132, Page 159), said point being located on south line of the Tennessee National Wildlife Refuge (Busselltown Unit), said point being located at coordinates of North=478,600.00 feet and East= 1,384,419.00 feet in the Tennessee State Plane Coordinate System (NAD-27), and running thence with the grid of said coordinate system and the south line of the Wildlife Refuge, North 59 degrees 05 minutes 36 seconds East, 815.23 feet, to a concrete monument with disk stamped "204-11"; ,thence, North 00 degrees 11 minutes 47 seconds East, 551.85 feet, to a ½ inch iron pipe found; thence, South 66 degrees 37 minutes 31 seconds East, 537.00 feet, to a ½ inch iron pipe found; thence, North 55 degrees 19 minutes 36 seconds East, 450.00 feet, to a ½ inch iron pipe found; thence, North 32 degrees 31 minutes 51 seconds East, 758.70 feet, to a concrete monument with disk stamped "204-7"; thence North 87 degrees 11 minutes 13 seconds East, 748.92 feet, to a concrete monument with disk stamped "204-6" thence, North 01 degrees 15 minutes 53 seconds East, 829.84 feet, to a ½ inch iron pipe found; thence, North 83 degrees 42 minutes 21 seconds East, 371.64 feet to a ½ inch iron pipe found; thence, South 18 degrees 14 minutes 38 seconds East, 794.32 feet, to a ½ inch iron pipe found; thence, South 67 degrees 11 minutes 19 seconds East, 612.48 feet, to a ½ inch pipe found; thence, South 16 degrees 58 minutes 47 seconds East, 678.03 feet, to a ½ inch iron rod found; thence, North 79 degrees 49 minutes 34 seconds East, 440.40 feet, to a ½ inch iron pipe found on the crest of a ridge; thence, following the crest of the ridge, South 21 degrees 17 minutes 46 seconds West, 345.58 feet, to a ½ inch iron rod with identification cap stamped "PLS INC JACKSON TN" set, said rod being typical of all iron rods herein referred to as set; thence, South 04 degrees 49 minutes 10 seconds East, 416.79 feet, to an iron rod set; thence, South 42 degrees 07 minutes 23 seconds West, 205.84 feet, to an iron rod set; thence, South 72 degrees 25 minutes 57 seconds West, 250.64 feet, to an iron rod set; thence, South 42 degrees 12 minutes 50 seconds West, 163.86 feet, to an iron rod set; thence, South 14 degrees 36 minutes 25 seconds West, 494.29 feet, to an iron rod set; thence, South 47 degrees 42 minutes 38 seconds West, 362.32 feet, to an iron rod set; thence, South 13 degrees 55 minutes 57 seconds East, 301.02 feet, to an iron rod set; thence, South 10 degrees 13 minutes 07 seconds West, 293.25 feet, to an iron rod set; thence, South 85 degrees 12 minutes 36 seconds West, 404.60 feet, to an iron rod set; thence, South 14 degrees 16 minutes 36 seconds West, 298.25 feet, to an iron rod set; thence, South 49 degrees 00 minutes 14 seconds East, 210.95 feet, to an iron rod set; thence, South 20 degrees 47 minutes 48 seconds East, 291.59 feet, to an iron rod set; thence, South 38 degrees 30 minutes 20 seconds East, 345.46 feet, to an iron rod set; thence, South 15 degrees 11 minutes 54 seconds East, 316.05 feet, to an iron rod set; thence, South 88 degrees 48 minutes 05 seconds East, 159.78 feet, to an iron rod set; thence, South 58 degrees 41 minutes 36 seconds East, 351.13 feet, to an iron rod set; thence, South 00 degrees 23 minutes 45 seconds East, 263.42 feet, to an iron rod set; thence, South 20 degrees 35 minutes 44 seconds West, 443.15 feet, to an iron rod set; thence, South 29 degrees 51 minutes 57 seconds West, 449.35 feet, to an iron rod set; thence, South 63 degrees 53 minutes 11 seconds West, 346.22 feet, to an iron rod set; thence, South 18 degrees 50 minutes 19 seconds West, 541.59 feet, to an iron rod set on the north line of Hearington (Deed Book 130, Page 492); thence, North 88 degrees 30 minutes 51 seconds West, 353.65 feet, along the north line of Hearington, to a ½ inch iron rod set on the north right-of-way line of Bunch Chapel Road (50 foot right-of-way); thence, westerly a distance of 105.54 feet, along the arc of a curve to the left, said curve having a radius of 440.00 feet and a chord of North 77 degrees 07 minutes 09 seconds West, 105.29 feet, to a point; thence, North 83 degrees 59 minutes 27 seconds West, 267.16 feet, to a point; thence, North 86 degrees 09 minutes 24 seconds West, 142.64 feet, to an iron rod set on the east line of Glen Odle; thence, North 11 degrees 09 minutes 26 seconds West, 3,341.12 feet, along the east line of Odle, to an iron rod set at an 18-inch sycamore tree on the east bank of a creek; thence North 63 degrees 28 minutes 24 seconds West, along the east line of Odle and passing a ½ inch iron rod set at a distance of 2,056.12 feet, a total distance of 2,079.30 feet, to the centerline of a creek; thence, North 14 degrees 23 minutes 03 seconds East, 354.20 feet, along the creek, to the Point of Beginning, Containing 341.15 acres within these bounds.

TRACT NO. 2:*(Map 044, Parcel 002.00)*

A tract of land located in the Seventh Civil District, Decatur County, Tennessee and being more particularly described as follows:

Begin at a rock pile found at the southwest corner of that tract conveyed to the T. P. Bateman, Jr. Heirs, as described in Deed Book 58, Page 268, said point being an interior northeast corner of James Arnold (Deed Book 126, Page 726); thence, North 06 degrees 27 minutes 24 seconds East, 663.03 feet, with the grid of the Tennessee State Plane Coordinate System and along an east line of Arnold, to a ½ inch iron rod found at a 24 inch white oak tree, the northeast of Arnold; thence, North 85 degrees 43 minutes 40 seconds West, 1,619.14 feet, along the north line of Arnold, to a ½ inch iron rod with identification cap stamped "PLS INC JACKSON TN", said rod being typical of all rods herein referred to as being set; thence, South 02 degrees 25 minutes 31 seconds West, 1,152.43 feet, along the west line of Arnold and Pam Smith (Deed Book 124, Page 362), to an iron rod set; thence North 88 degrees 30 minutes 51 seconds West, 2,149.16 feet, along a north line of Smith and Hearington (Deed Book 130, Page 492), to an iron rod set; thence, North 18 degrees 50 minutes 19 seconds East, 541.59 feet, along the crest of a ridge, to an iron rod set; thence, North 63 degrees 53 minutes 11 seconds East, 346.22 feet, to an iron rod set; thence, North 29 degrees 51 minutes 57 seconds East, 449.35 feet, to an iron rod set; thence, North 20 degrees 35 minutes 44 seconds East, 443.15 feet, to an iron rod set; thence, North 00 degrees 23 minutes 45 seconds West, 263.42 feet, to an iron rod set; thence, North 58 degrees 41 minutes 36 seconds West, 351.13 feet, to an iron rod set; thence, North 88 degrees 48 minutes 05 seconds West, 159.78 feet, to an iron rod set; thence, North 15 degrees 11 minutes 54 seconds West, 316.05 feet to an iron rod set; thence, North 38 degrees 30 minutes 20 seconds West, 345.46 feet, to an iron rod set; thence, North 20 degrees 47 minutes 48 seconds West, 291.59 feet, to an iron rod set; thence, North 49 degrees 00 minutes 14 seconds West, 210.95 feet, to an iron rod set; thence, North 14 degrees 16 minutes 36 seconds East, 298.25 feet, to an iron rod set; thence, North 85 degrees 12 minutes 36 seconds East, 404.60 feet, to an iron rod set; thence, North 10 degrees 13 minutes 07 seconds East, 293.25 feet, to a point; thence, North 13 degrees 55 minutes 57 seconds West 301.02 feet, to an iron rod set; thence, North 47 degrees 42 minutes 38 seconds East, 362.32 feet, to an iron rod set; thence, North 14 degrees 36 minutes 25 seconds East, 494.29 feet, to an iron rod set; thence, North 42 degrees 12 minutes 50 seconds East, 163.86 feet, to an iron rod set; thence, North 72 degrees 25 minutes 57 seconds East, 250.64 feet, to an iron rod set; thence, North 42 degrees 07 minutes 23 seconds East, 205.84 feet, to an iron rod set; thence, North 04 degrees 49 minutes 10 seconds West, 416.79 feet, to an iron rod set; thence, North 21 degrees 17 minutes 46 seconds East, 345.58 feet, to a ½ inch iron pipe found on the south line of the Tennessee National Wildlife Refuge (Bussell Town Unit), being Corner No. 200-38; thence, following the south line of the Wildlife Refuge, South 12 degrees 56 minutes 20 seconds East, 1,830.48 feet, to a concrete monument found with disk stamped "200-37"; thence, South 40 degrees 03 minutes 35 seconds East, 385.45 feet, to a concrete monument found with disk stamped "200-36"; thence, North 25 degrees 51 minutes 21 seconds East, 874.16 feet, to a ½ inch iron pipe found; thence, North 48 degrees 48 minutes 40 seconds West, 244.03 feet, to a ½ inch iron pipe found; thence North 06 degrees 02 minutes 23 seconds East, 1,184.09 feet, to a ½ inch iron pipe found; thence, South 82 degrees 53 minutes 15 seconds East, 364.44 feet, to a ½ inch iron pipe found; thence, South 18 degrees 55 minutes 53 seconds East, 767.22 feet, to a ½ inch iron pipe found; thence, North 77 degrees 04 minutes 02 seconds East, 1,748.17 feet, to a ½ inch iron pipe found; thence, South 28 degrees 57 minutes 17 seconds East, 663.91 feet, to a ½ inch iron pipe found; thence, North 14 degrees 00 minutes 42 seconds East, 607.17 feet, to a ½ inch iron pipe found; thence, North 64 degrees 14 minutes 12 seconds East, 996.21 feet, to a ½ inch iron pipe found; thence, North 04 degrees 10 minutes 22 seconds East, 937.33 feet, to a ½ inch iron pipe found; thence, North 60 degrees 43 minutes 52 seconds West, 1,394.30 feet, to a concrete monument found with a disk stamped "200-25"; thence, North 28 degrees 07 minutes 31 seconds East, 187.50 feet, to a concrete monument found with disk stamped "200-24"; thence, South 80 degrees 39 minutes 49 seconds East, 2,042.76 feet, to a ½ inch iron pipe found; thence, South 28 degrees 31 minutes 46 seconds East, 572.60 feet, to an iron rod found with disk stamped "200-22"; thence, South 45 degrees 01 minutes 24 seconds West, 903.42 feet, to an iron rod found with disk stamped "200-21"; thence, South 66 degrees 43 minutes 22 seconds East, 861.61 feet to an iron rod found with disk stamped "200-20"; thence, South 19 degrees 49 minutes 24 seconds West, 1,158.27 feet, to an iron rod found with disk stamped "200-19"; thence, North 89 degrees 30 minutes 31 seconds East, 640.54 feet, to an iron rod found with disk stamped "200-18"; thence, South 11 degrees 07

minutes 59 seconds East, 619.10 feet, to an iron rod found with disk stamped "200-17"; thence, North 79 degrees 25 minutes 47 seconds West, 939.88 feet, to a concrete monument found with disk stamped "200-16"; thence, South 20 degrees 41 minutes 25 seconds West, 663.34 feet, to a concrete monument found with disk stamped "200-15"; thence, South 05 degrees 41 minutes 25 seconds West, 615.70 feet, to an iron rod found with disk stamped "200-55", said point being on the north line of Volner Family Limited Partnership (Deed Book 133, Page 529); thence, North 81 degrees 50 minutes 11 seconds West, 1,149.55 feet, along the north line of said partnership, to an axle found on the east line of Mark S. Kolinski (Deed Book 85, Page 221); thence, North 02 degrees 12 minutes 45 seconds East, 70.08 feet, along the east line of Kolinski, to an axle found; thence, North 81 degrees 17 minutes 07 seconds West, 1,485.66 feet, along the north line of Kolinski, to an axle found; thence, South 05 degrees 00 minutes 17 seconds West, 1,492.29 feet, along the west line of Kolinski, to a grader blade found; thence, South 81 degrees 14 minutes 01 seconds East, 1,531.97 feet, along the south line of Kolinski, to an 18 inch cedar tree on the west line of the Volner Family Limited Partnership; thence, South 03 degrees 33 minutes 04 seconds West, 530.67 feet, along said line, to a rock pile found on the north line of Mark S. Kolinski (Deed Book 98, Page 217); thence, North 85 degrees 18 minutes 00 seconds West, 311.93 feet, with Kolinski, to a rock pile found; thence, South 02 degrees 59 minutes 05 seconds West, 227.51 feet, with Kolinski, to a rock pile found; thence, North 86 degrees 13 minutes 15 seconds West, 513.93 feet, with Kolinski, to a rock pile found; thence, South 04 degrees 07 minutes 53 seconds West, 684.68 feet, with the west line of Kolinski and James Arnold (Deed Book 126, Page 726), to a ½ inch iron rod found at a stump; thence, North 88 degrees 19 minutes 02 seconds West, 585.04 feet, with the north line of Arnold, to the Point of Beginning. Containing 584.07 acres within these bounds.

TRACT NO. 3:
(Map 037, Parcel 003.00)

A tract of land located in the Fifth Civil District, Decatur County, Tennessee, and being more particularly described as follows:

Being at a ½ inch iron rod with identification cap stamped "PLS INC JACKSON TN" set, said rod being typical of all rods herein referred to as set, said point being the south west corner of another T. P. Bateman, Jr. heirs tract and being located at coordinates of North=483,203.00 feet and East=1,389,133.00 feet in the Tennessee State Plane Coordinate System (North American Datum-1972) and said point being corner number 200-39 on the north line of the Tennessee National Wildlife Refuge (Busse!l Town Unit); thence, North 82 degrees 12 minutes 00 seconds West, 449.00 feet with the grid of the Tennessee State Plane Coordinate System and the north line of said Refuge, to a ½ inch iron pipe found; thence, North 20 degrees 05 minutes 20 seconds West, 1,159.92 feet, to a concrete monument with disk stamped "201-42" found; thence, North 57 degrees 59 minutes 29 seconds West, 194.65 feet, to a concrete monument with disk stamped "201-41" found; thence, South 03 degrees 50 minutes 32 seconds West, 1,123.85 feet, to a ½ inch iron pipe found; thence, North 84 degrees 23 minutes 24 seconds West, 1,618.44 feet, to a ½ inch iron pipe found; thence, North 50 degrees 40 minutes 23 seconds West, 724.16 feet, to a ½ inch iron pipe found at a southeast corner of Lyndall Goff (Deed Book 48, Page 241); thence, with the east line of Goff and generally with an old fence, North 15 degrees 09 minutes 20 seconds East, 600.17 feet, to an iron rod set; thence, North 09 degrees 21 minutes 33 seconds East, 154.53 feet, to an iron rod set; thence, North 19 degrees 36 minutes 31 seconds West, 309.41 feet, to an iron rod set; thence, South 57 degrees 53 minutes 02 seconds East, 31.92 feet, to an iron rod set; thence, North 52 degrees 39 minutes 49 seconds East, 370.00 feet, to an iron rod set; thence, North 45 degrees 34 minutes 56 seconds East, 938.02 feet, to an iron rod set; thence, North 30 degrees 10 minutes 49 seconds East, 148.09 feet, to an iron rod set; thence, North 27 degrees 18 minutes 42 seconds East, 260.37 feet, to an iron rod set; thence, North 14 degrees 51 minutes 18 seconds East, 103.04 feet, to an iron rod set, thence, North 08 degrees 13 minutes 19 seconds East, 470.01 feet, to an iron rod set; thence, North 15 degrees 06 minutes 49 seconds East, 433.47 feet, to an iron rod set; thence, North 08 degrees 24 minutes 36 seconds East, 709.62 feet, to an iron rod set; thence, North 20 degrees 27 minutes 35 seconds East, 381.25 feet, to a 30-inch oak tree on the south line of Paul F. Teague and wife (Deed Book 113, Page 362); thence, South 80 degrees 54 minutes 04 seconds East, 2,212.42 feet, to a steel fence post found at the northwest corner of T. P. Bateman, Jr. heirs (Will Book 2, Page 359); thence, South 07 degrees 44 minutes 20 seconds West, 4,731.48 feet, to the Point of Beginning. Containing 287.86 acres within these bounds.

TRACT NO. 4:

(Map 037, Parcel 004.00)

A tract of land located in the Fifth Civil District, Decatur County, Tennessee, and being more particularly described as follows:

Begin at a ½ inch iron rod with identification cap stamped "PLS INC JACKSON TN" set, said rod being typical of all rods herein referred to as set, said point being the southwest corner of the parcel described herein, the southeast corner of another T. P. Bateman, Jr. heirs tract (Deed Book 84, Page 619) and being located at coordinates of North=483,203.00 feet and East=1,389,133.00 feet in the Tennessee State Plane Coordinate System (North American Datum-1927) and said point being corner number 200-39 on the north line of the Tennessee National Wildlife Refuge (Russell Town Unit); thence, North 07 degrees 44 minutes 20 seconds East, 4,731.48 feet, with the grid of the Tennessee State Plane Coordinate System and the east line of the T. P. Bateman, Jr. heirs (Deed Book 84, Page 619), to a steel fence post found on the south line of Paul F. Teague and wife (Deed Book 113, Page 362); thence, South 80 degrees 54 minutes 04 seconds East, 1344.15 feet, along the south line of Teague, to an iron rod set at the northwest corner of James R. Goff and wife (Deed Book 133, Page 773); thence, South 01 degrees 03 minutes 19 seconds West, 4,0753.49 feet, along the west line of Goff, to a ½ inch iron pipe found on the north line of the Wildlife Refuge; thence, along said north line, North 64 degrees 56 minutes 41 seconds West, 946,29 feet, to a ½ inch iron pipe found; thence, South 01 degrees 38 minutes 02 seconds East, 1,140.41 feet, to a ½ inch iron pipe found; thence, South 89 degrees 18 minutes 13 seconds West, 1,211.35 feet to a ½ inch iron pipe found; thence, North 22 degrees 34 minutes 07 seconds East, 382.17 feet, to the Point of Beginning. Containing 167.05 acres within these bounds.

This being the same property conveyed to Tommy L. Graham by Clerk and Master's Deed, filed April 13, 2007, Deed Book 227, page 931, Register's Office of Decatur County, Tennessee.

TRACT NO. 5:

(Map 035, Parcel 028.17-portion)

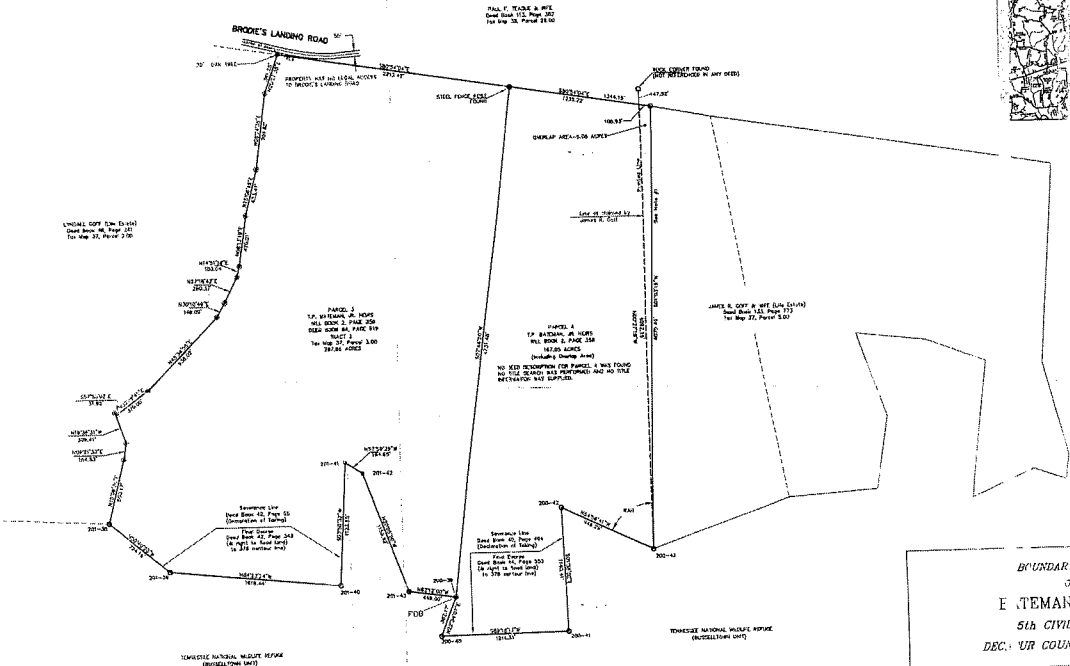
Lying and being located on the South side of Brodies Landing Road in the 5th Civil District of Decatur County, Tennessee and being more particularly described as follows:

Beginning on found iron stake, said iron stake being the Southeast corner of the Richard & Kay King property (Deed Book 215, page 519) the northwest corner of the Tommy Graham property (Deed Book 227, page 931) and the southwest corner of the tract herein described; thence with the East line of King, North 14 degrees, 24 minutes, 29 seconds East 19.25 feet to a found iron pin; thence North 13 degrees, 28 minutes, 00 seconds East 25.79 feet to a point in the center of Brodies Landing Road (50' right-of-way), said point being the northwest corner of the tract herein described; thence with the center of Brodies Landing Road, South 76 degrees, 49 minutes, 10 seconds East 60.40 feet to a point in the center of Brodies Landing Road, said point being the northeast corner of the tract herein described; thence leaving said road with a new partition line, South 14 degrees, 09 minutes, 09 seconds West 25.00 feet to a ½" iron pin set with I.D. cap "LDG LLC" near the South margin of Brodies Landing Road; thence South 14 degrees, 09 minutes, 09 seconds West 15.78 feet to a ½" iron pin set with I.D. caps "LDG LLC" in the North line of Graham, said iron pin being the southeast corner of the tract herein described; thence with the North line of Graham, North 80 degrees, 52 minutes, 00 seconds West 60.40 feet back to the point of beginning containing 0.059 acres or 2583.038 square feet as surveyed by Land Development Group, Inc. (Jason W. Britt TN RLS 2904), 354 Joy Lane, P.O. Box 304, Lexington, TN 38351. All iron pins are ½" diameter and stamped with identification cap "LDG LLC". October 26, 2016. Bearings relative to Grid North.

Said acreage INCLUDES but hereby expressly EXCLUDES any and all portions of the public road right of ways leaving 0.024 taxable acres.

Being the same property conveyed to Tommy L. Graham by deed of record in Deed Book 315, page 609, Register's Office of Decatur County, Tennessee.

Appendix 5
Survey/ Aerial Photos

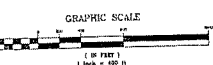


LEGEND:

- SPK --- TENSILE STEEL PLANE MARKING SYSTEM
- AKS --- HIGH AMERICAN SURVEY 1987
- --- 1/4" IRON PIN USED FOR SET
- --- 1/4" IRON PIN USED FOR POINT
- ◇ --- 1/4" IRON PIN USED FOR POINT
- --- MONUMENT SYSTEM
- --- CHAIN MARKING SYSTEM
- --- FERRIS WIRE MARK
- --- POINT OF BEGINNING

NOTES:

1. PROPERTY LINES AS SHOWN BY THE LINED SURVEY DATA.
2. THE SURVEY LINES ARE BASED ON ADJUSTED DATA FOR A CLOSED AND OPEN POLYGON.



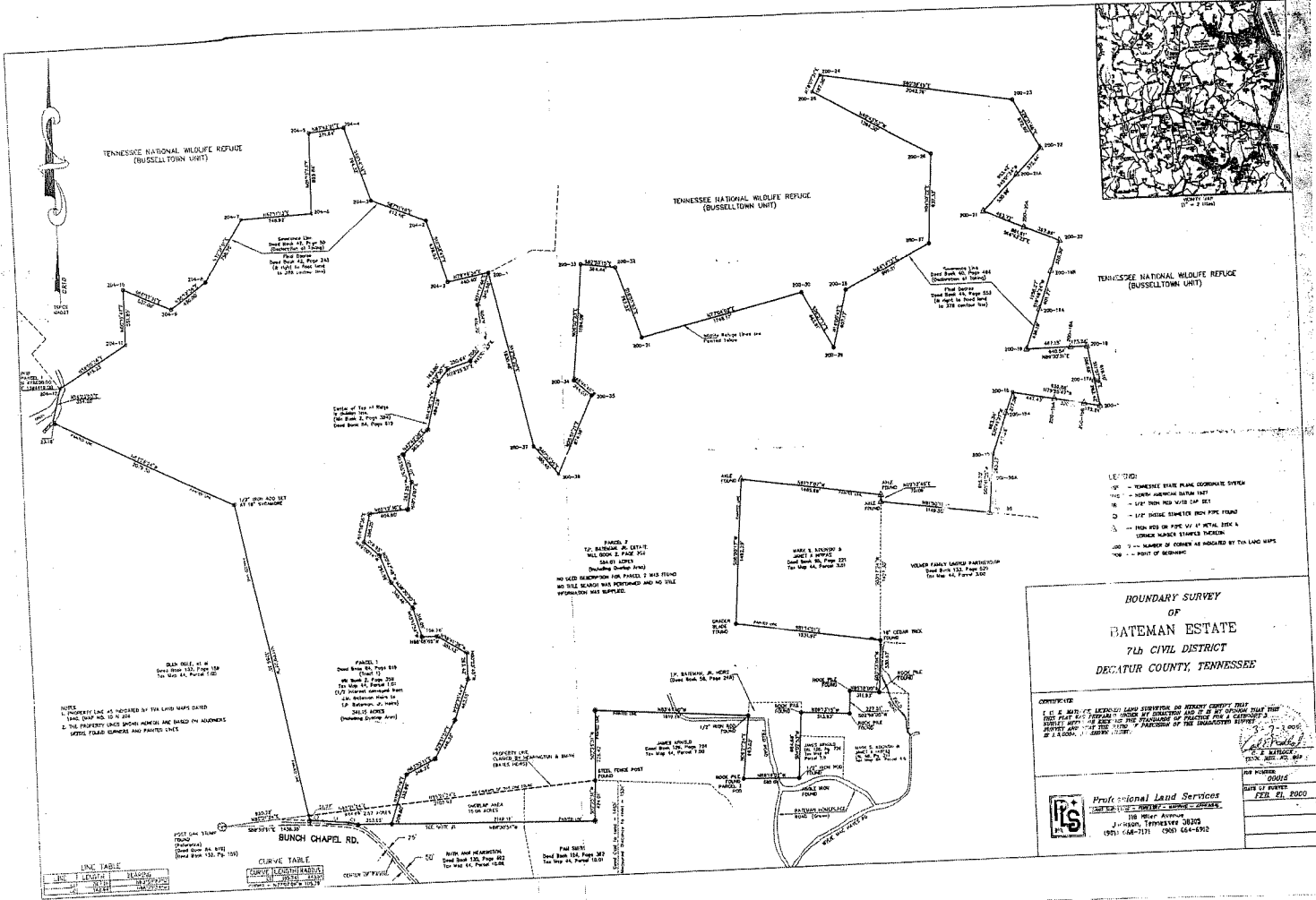
**BOUNDARY SURVEY
OF
E. TEMAN ESTATE
5th CIVIL DISTRICT
DECATUR COUNTY, TENNESSEE**

CONTRACT:

I, C. E. HARRIS, LICENSED PROFESSIONAL SURVEYOR, HAVE ACCEPTED THE CONTRACT TO SURVEY THE ABOVE PROPERTY FOR A FEE OF \$2,000.00, AS STATED IN THE CONTRACT AGREEMENT. THE SURVEY WAS COMPLETED ON 12/15/2023. THE SURVEY DATA IS BASED ON ADJUSTED DATA FOR A CLOSED AND OPEN POLYGON.

Professional Land Services
1234 Main Street
Decatur, Tennessee 37030
931-299-1234

Surveyor
C. E. HARRIS
12/15/2023



- LEGEND
- 10 - BENCHMARK STATE PLANE COORDINATE SYSTEM
 - 100 - NORTH AMERICAN DATUM 1983
 - 101 - 1/2" IRON PIPE WITH 1/4" DIA. BOLT
 - 102 - 1/2" IRON PIPE WITH 1/4" DIA. BOLT AND WOOD PIPE FOUND
 - 103 - IRON PIPE OR PIPE W/ 1/4" IRON BOLT & CORNER MARKER STAPLES PLACED
 - 104 - NUMBER OF CORNER AS SHOWN BY THE LAND MAPS
 - 105 - POINT OF BEGINNING

**BOUNDARY SURVEY
OF
BATEMAN ESTATE
7th CIVIL DISTRICT
DECATUR COUNTY, TENNESSEE**

CERTIFICATE
I, D. E. SMITH, OF THE COUNTY OF DECATUR, STATE OF TENNESSEE, DO HEREBY CERTIFY THAT THIS MAP WAS PREPARED UNDER MY SUPERVISION AND IS A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY AS MADE BY ME OR BY THE PERSONS OF THE BATEMAN ESTATE SURVEY AND OF THE FIELD NOTES OF THE BATEMAN ESTATE SURVEY AS MADE BY ME OR BY THE PERSONS OF THE BATEMAN ESTATE SURVEY.

Professional Land Services
108 West Broadway
Jackson, Tennessee 38202
(901) 448-7171 (901) 444-4502

NO. OF PAGES: 00005
DATE OF SURVEY: FEB. 01, 2000

LINK TABLE

LINK NO.	LENGTH	BEARING
1	100.00	S 89° 59' 54" W
2	100.00	S 89° 59' 54" W
3	100.00	S 89° 59' 54" W
4	100.00	S 89° 59' 54" W
5	100.00	S 89° 59' 54" W
6	100.00	S 89° 59' 54" W
7	100.00	S 89° 59' 54" W
8	100.00	S 89° 59' 54" W
9	100.00	S 89° 59' 54" W
10	100.00	S 89° 59' 54" W

CURVE TABLE

STATION	CHORD BEARING	CHORD LENGTH	ARC BEARING	ARC LENGTH
100+00	S 89° 59' 54" W	100.00	89° 59' 54"	100.00
100+10	S 89° 59' 54" W	100.00	89° 59' 54"	100.00
100+20	S 89° 59' 54" W	100.00	89° 59' 54"	100.00
100+30	S 89° 59' 54" W	100.00	89° 59' 54"	100.00
100+40	S 89° 59' 54" W	100.00	89° 59' 54"	100.00
100+50	S 89° 59' 54" W	100.00	89° 59' 54"	100.00
100+60	S 89° 59' 54" W	100.00	89° 59' 54"	100.00
100+70	S 89° 59' 54" W	100.00	89° 59' 54"	100.00
100+80	S 89° 59' 54" W	100.00	89° 59' 54"	100.00
100+90	S 89° 59' 54" W	100.00	89° 59' 54"	100.00
100+100	S 89° 59' 54" W	100.00	89° 59' 54"	100.00

NOTE: All PROPERTY LINES AS INDICATED BY THE LAND MAPS SAID LINES, DIST. AND BEARINGS ARE BASED ON READINGS TAKEN FROM CORNER MARKERS AND POINTS FOUND BY THIS SURVEY.

NOTE: ALL PROPERTY LINES AS INDICATED BY THE LAND MAPS SAID LINES, DIST. AND BEARINGS ARE BASED ON READINGS TAKEN FROM CORNER MARKERS AND POINTS FOUND BY THIS SURVEY.

NOTE: ALL PROPERTY LINES AS INDICATED BY THE LAND MAPS SAID LINES, DIST. AND BEARINGS ARE BASED ON READINGS TAKEN FROM CORNER MARKERS AND POINTS FOUND BY THIS SURVEY.

NOTE: ALL PROPERTY LINES AS INDICATED BY THE LAND MAPS SAID LINES, DIST. AND BEARINGS ARE BASED ON READINGS TAKEN FROM CORNER MARKERS AND POINTS FOUND BY THIS SURVEY.

NOTE: ALL PROPERTY LINES AS INDICATED BY THE LAND MAPS SAID LINES, DIST. AND BEARINGS ARE BASED ON READINGS TAKEN FROM CORNER MARKERS AND POINTS FOUND BY THIS SURVEY.

NOTE: ALL PROPERTY LINES AS INDICATED BY THE LAND MAPS SAID LINES, DIST. AND BEARINGS ARE BASED ON READINGS TAKEN FROM CORNER MARKERS AND POINTS FOUND BY THIS SURVEY.

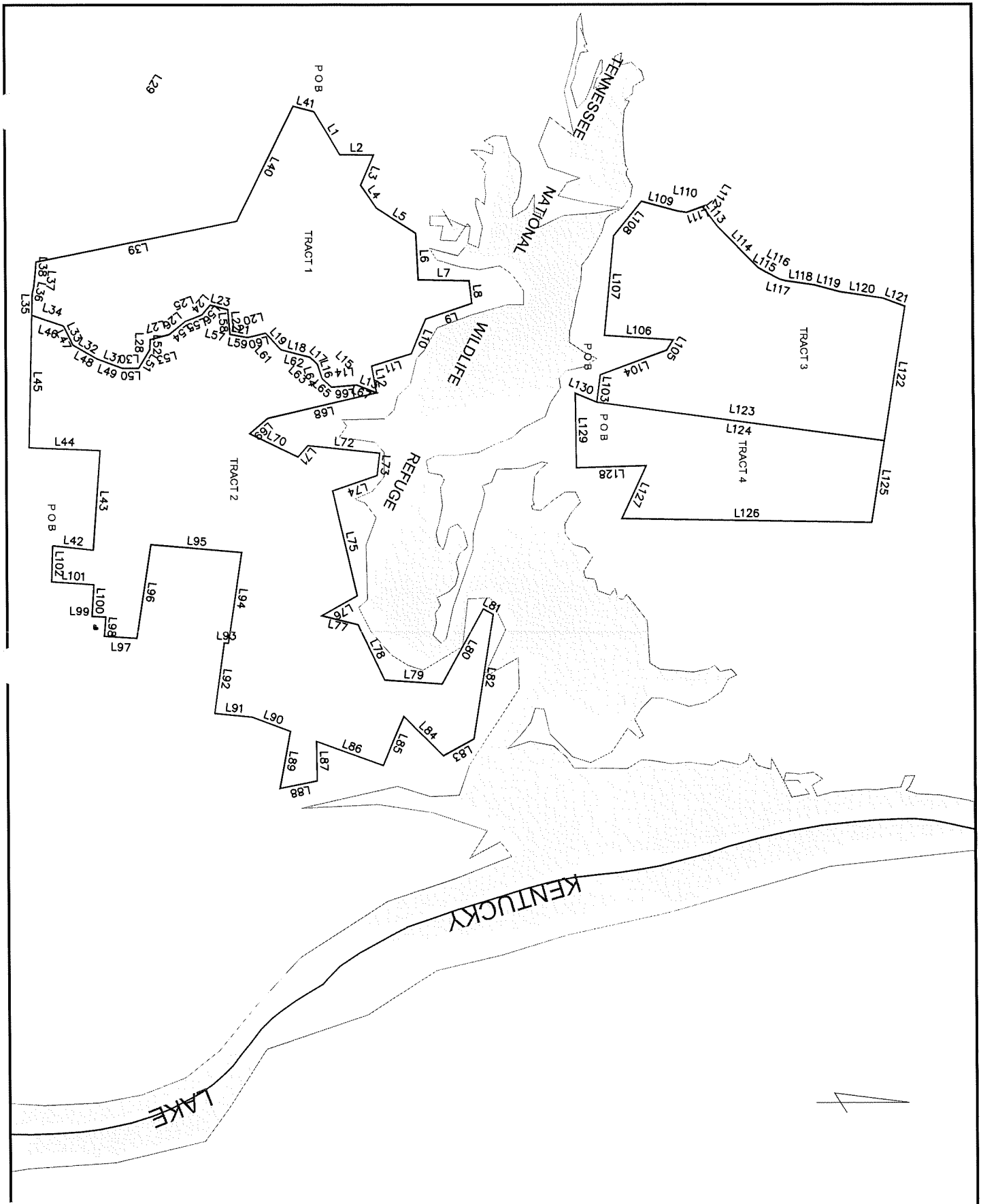


EXHIBIT 'B'
SHEET 1 OF 2

CUB CREEK, LLC
SKETCH OF DEED
DECATUR COUNTY, TENNESSEE

2000 FEET

AUG 2016

LINE	LENGTH	BEARING
L1	815.23	N59°05'36"E
L2	551.85	N00°11'47"E
L3	537.00	S66°37'31"E
L4	450.00	N55°19'36"E
L5	758.70	N32°31'51"E
L6	748.92	N87°11'13"E
L7	829.84	N01°15'53"E
L8	371.64	N83°42'21"E
L9	794.32	S18°14'38"E
L10	612.48	S67°11'19"E
L11	678.03	S16°58'47"E
L12	440.40	N79°49'34"E
L13	345.58	S21°17'46"W
L14	416.79	S04°49'10"E
L15	205.84	S42°07'23"W
L16	250.64	S72°25'57"W
L17	163.86	S42°12'50"W
L18	494.29	S14°36'25"W
L19	362.32	S47°42'38"W
L20	301.02	S13°55'57"E
L21	293.25	S10°13'07"W
L22	404.60	S85°12'36"W
L23	298.25	S14°16'36"W
L24	210.95	S49°00'14"E
L25	291.59	S20°47'48"E
L26	345.46	S38°30'20"E
L27	316.05	S15°11'54"E
L28	159.78	S88°48'05"E
L29	351.13	S58°41'36"E
L30	263.42	S00°23'45"E
L31	443.15	S20°35'44"W
L32	449.35	S29°51'57"W
L33	346.22	S63°53'11"W
L34	541.59	S18°50'19"W
L35	353.65	N88°30'51"W
L36	105.29	N77°07'09"W
L37	267.16	N83°59'27"W
L38	142.64	N86°09'24"W
L39	334.12	N11°09'26"W
L40	2079.30	N63°28'24"W
L41	354.20	N14°23'03"E
L42	663.03	N06°27'24"E
L43	1619.14	N85°43'40"W
L44	1152.43	S02°25'31"W
L45	2149.16	N88°30'51"W
L46	541.59	N18°50'19"E
L47	346.22	N63°53'11"E
L48	449.35	N29°51'57"E
L49	443.15	N20°35'44"E
L50	263.42	N00°23'45"W

LINE	LENGTH	BEARING
L51	351.13	N58°41'36"W
L52	159.78	N88°48'05"W
L53	316.05	N15°11'54"W
L54	345.46	N38°30'20"W
L55	291.59	N20°47'48"W
L56	210.95	N49°00'14"W
L57	298.25	N14°16'36"E
L58	404.60	N85°12'36"E
L59	293.25	N10°13'07"E
L60	301.02	N13°55'57"W
L61	362.32	N47°42'38"E
L62	494.29	N14°36'25"E
L63	163.86	N42°12'50"E
L64	250.64	N72°25'57"E
L65	205.84	N42°07'23"E
L66	416.79	N04°49'10"W
L67	345.58	N21°17'46"E
L68	1830.48	S12°56'20"E
L69	385.45	S40°03'35"E
L70	874.16	N25°51'21"E
L71	244.03	N48°48'40"W
L72	1184.09	N06°02'23"E
L73	364.44	S82°53'15"E
L74	767.22	S18°55'53"E
L75	1748.17	N77°04'02"E
L76	663.91	S28°57'17"E
L77	607.17	N14°00'42"E
L78	996.21	N64°14'12"E
L79	937.33	N41°10'22"E
L80	1394.30	N60°43'52"W
L81	187.50	N28°07'31"E
L82	2042.76	S80°39'49"E
L83	572.60	S28°31'46"E
L84	903.42	S45°01'24"W
L85	861.61	S66°43'22"E
L86	1158.27	S19°49'24"W
L87	640.54	N89°30'31"E
L88	619.10	S11°07'59"E
L89	939.88	N79°25'47"W
L90	663.34	S20°41'25"W
L91	615.70	S05°41'25"W
L92	1149.55	N81°50'11"W
L93	70.08	N02°12'45"E
L94	1485.66	N81°17'07"W
L95	1492.29	S05°00'17"W
L96	1531.97	S81°14'01"E
L97	530.67	S03°33'04"W
L98	311.93	N85°18'00"W
L99	227.51	S02°59'05"W
L100	513.93	N86°13'15"W

LINE	LENGTH	BEARING
L101	684.68	S04°07'53"W
L102	585.04	N88°19'02"W
L103	449.00	N82°12'00"W
L104	1159.92	N20°05'20"W
L105	194.65	N57°59'29"W
L106	1123.85	S03°50'32"W
L107	1618.44	N84°23'24"W
L108	724.16	N50°40'23"W
L109	600.17	N15°09'20"E
L110	154.53	N09°21'33"E
L111	309.41	N19°36'31"W
L112	31.92	S57°53'02"E
L113	370.00	N52°39'49"E
L114	938.02	N45°34'56"E
L115	148.09	N30°10'49"E
L116	260.37	N27°18'42"E
L117	103.04	N14°51'18"E
L118	470.01	N08°13'19"E
L119	433.47	N15°06'49"E
L120	709.62	N08°24'36"E
L121	381.25	N20°27'35"E
L122	2212.42	S80°54'04"E
L123	4731.48	S07°44'20"W
L124	4731.48	N07°44'20"E
L125	1344.15	S80°54'04"E
L126	4075.50	S01°03'19"W
L127	946.29	N64°56'41"W
L128	1140.41	S01°38'02"E
L129	1211.35	S89°18'13"W
L130	382.17	N22°34'07"E



316
642-692

BK/PG: 316/642-692

16074543

51 PGS:AL-EASEMENT	
GINA BATCH 29531	12/28/2016 - 08:27 AM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	255.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	257.00

STATE OF TENNESSEE, DECATUR COUNTY

DON DAVIS
REGISTER OF DEEDS

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

Maximum Indebtedness
for Recording Tax
Purpose is \$0.00

NOTICE OF CONVEYANCE
REQUIRED – SEE PARAGRAPH 13

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT (the "Easement") is made to be effective as of the 22nd day of December, 2016, by CUB CREEK PRESERVE, LLC, a Georgia limited liability company ("Grantor"), in favor of FOOTHILLS LAND CONSERVANCY, a Tennessee non-profit corporation, having an address as set forth below ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of real property containing approximately 1,380.08 acres located in Decatur County, Tennessee, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property") and depicted on the survey drawings attached hereto as Exhibit "B" over which Grantor wishes to grant Grantee a conservation easement; and

WHEREAS, upper elevation portions of the Property are visible from Cub Creek, thus providing natural scenic views to boaters and to the general public within the Tennessee National Wildlife Refuge; and

WHEREAS, the Property contributes to the ecological viability of the area in the vicinity of the Cub Creek and the Cub Creek, Toms Creek – Tennessee River and Lick Creek – Tennessee River watersheds (collectively, the "Wildlife Areas"); and

WHEREAS, the Property is in the vicinity to other publically protected areas, including the Tennessee National Wildlife Refuge, which is managed by the U.S. Fish & Wildlife Service and is adjacent to the Property, and Mousetail Landing State Park, which is managed by Tennessee State Parks & Recreation, and the preservation of the Property thus contributes to the viability of these federal and state conservation lands by increasing the overall ecologically effective size of the protected areas, reducing the threat of future fragmentation, and protecting water quality; and

WHEREAS, the Property shares an extensive boundary with the Tennessee National Wildlife Refuge, which essentially creates a large buffer on the north and south boundaries of the Cub Creek portion of the refuge; and

WHEREAS, the Property contains over three (3) miles of perennial streams, including tributaries to Cub Creek according to the USGS National Hydrography Dataset, and protection of the Property and said water features will minimize sedimentation into important downstream waterways and contribute to improved water quality; and

WHEREAS, the Property contains, in addition to riparian stream corridors and other significant ecological features, important forest lands which will be protected from development and remain operable and available for the production of timber and other wood products; and

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

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

WHEREAS, the Property is located within the Northern Hills & Headwaters Terrestrial Conservation Site identified by The Nature Conservancy's 2003 Ecoregional Assessment for the Upper East Gulf Coastal Plain, and protection of the Property helps preserve this significant ecological area; and

WHEREAS, the Property includes a variety of habitats, and multiple habitat types on the Property, abundant water sources, relative proximity to rare species (including eight (8)

rare species which occur within five (5) miles of the Property according to the Natural Heritage Inventory Program) and vast contiguous forested areas offer generous natural resources for many plant species plus resident and migratory wildlife and fish species; and

WHEREAS, the Property contains suitable habitat for over ten (10) Greatest Conservation Need species identified in the 2015 Tennessee State Wildlife Action Plan, including the Wood Thrush, Louisiana Waterthrush, Yellow-breasted Chat, Prairie Warbler, Timber Rattlesnake (which was observed on the Property during a site visit) and Eastern Box Turtle; and

WHEREAS, the Property contains good quality examples of three natural communities: Interior Plateau Chinquapin Oak – Shumard Oak Forest (which is considered a rare natural community), Southern Green Ash – Elm – Sugarberry Forest, and Southern Red Oak – Mixed Oak Forest; and

WHEREAS, the Property contains significant habitat features such as limestone outcrops, late successional floodplain forests, and a natural cave and spring which create the potential for occurrences of rare cave obligate animals; and

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

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

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

WHEREAS, the areas around and in the vicinity of the Wildlife Areas in western Tennessee, around and in the vicinity of Decatur County, Tennessee and regionally around the metropolitan areas of Nashville and Jackson, Tennessee are rapidly developing regions, and large tracts of natural lands are immediately threatened with residential, commercial and industrial development; and

WHEREAS, the specific Conservation Values of the Property are further documented in an inventory of relevant features of the Property, dated as of December ____, 2016, on file at the offices of Grantee ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the Grantor certifies and the parties agree provide, collectively, an accurate representation of the Property at the time of this grant, and

which is intended to serve as an objective, though nonexclusive, information baseline for monitoring compliance with the terms of this grant; and

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

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

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

WHEREAS, Grantor further intends to subject all of its ownership interest in the Property to the terms hereof, and Grantee acknowledges that intent; and

WHEREAS, Grantee is a publicly supported, tax-exempt nonprofit organization and is a "qualified organization" under Sections 501(c)(3), 170(b)(1)(A)(vi) and 170(h)(3), respectively, of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code"), an "eligible donee" within the meaning of Treasury Regulation Section 1.170A-14(c)(1), whose primary purpose is to preserve land, water, air, wildlife, scenic qualities and open space by implementing programs for protecting unique or rare natural areas, water front, stream corridors and watersheds; and

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

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

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

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

(c) Preservation of the Property as open space (including forest land which contains mature trees on portions of the Property) where such preservation is for the scenic and recreational enjoyment to the general public and will yield a significant public benefit and where such preservation is pursuant to a clearly delineated Federal, State or local government conservation policy which provides significant public benefit within the

meaning of § 170(h)(4)(A)(iii)(II) of the Code and this Easement will benefit the public by preserving valuable forest resources in the State of Tennessee; and

WHEREAS, this Easement constitutes a "qualified real property interest" as established in § 170(h)(2)(C) of the Code; and

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

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

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

1. Purpose. It is the exclusive purpose of this Easement to ensure that the entire Property will be retained forever in its undeveloped, natural, scenic, forested and/or open land condition and to prevent any use of the Property that will impair or interfere with the Conservation Values of the Property, subject only to the terms and provisions set forth herein. Grantor intends that this Easement will allow the use of the Property for such activities that are not inconsistent with the purpose of this Easement, including forest management activities and activities involving private hiking, fishing, horseback riding, camping and other private recreational uses, recognizing, however, that there are variations of management techniques for different areas of the Property that are and may be needed for the preservation of the Conservation Values.

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

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

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

(c) To use whatever technology or technological devices might be available from time to time to monitor and accomplish the purposes of this Easement, including, without limitation, still photography, audio and video recording and monitoring, aerial imaging, real-time imaging, and any other aid in monitoring which may yet be invented, discovered or made available, all of which are intended to be used for the purpose of assuring compliance by Grantor with the terms and provisions of this Easement;

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

(e) To prevent any activity on or use of the Property that is inconsistent with the Conservation Purposes of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to the remedies set forth in Paragraph 6 below; and

(f) The right, but not the obligation, to control, manage or destroy exotic non-native species or invasive species of plants and animals that threaten the Conservation Values of the Property. Grantee will consult with Grantor prior to implementing such control activities; and

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

3. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited subject to those reserved rights set forth below in Paragraph 4:

(a) The legal or de facto subdivision of the Property for any purpose (for

the purposes of this Easement, the term "subdivision" shall include a long term lease or other use of the Property that creates the characteristics of a subdivision of the Property as determined in the discretion of the Grantee);

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

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

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

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

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

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

(e) The storage or dumping or other disposal of trash, garbage, wastes, refuse, debris, or other unsightly or offensive material, hazardous substances or toxic waste, or any placement of underground storage tanks in, on or under the Property other than water tanks used for the purpose of establishing a water reserve for fire fighting purposes with respect to the Property, so long as any such disturbance is re-vegetated and restored to a natural condition promptly after completion of such placement;

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

(g) The placement of any signs or billboards on the Property, except that those signs (not billboards) whose placement, number, and design do not diminish the scenic character of the Property, in any material respect, may be displayed to state the name and

address of the Property, to advertise or direct an on-site activity permitted pursuant to Paragraph 4, to post the Property to control unauthorized entry or use, or to otherwise display or convey a message or information so long as said sign does not impair or interfere with the Conservation Purposes and Conservation Values of the Property in any material respect and complies with any local codes and ordinances;

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

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

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

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

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

(m) Any dredging, channelizing or other manipulation of natural water courses or any other water courses existing within the Property as of the date of this Easement, except in accordance with Paragraphs 4(d) and 4(e) below, and any discharge of chemicals, waste water or other pollutants into any permanent or intermittent water course;

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

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

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

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

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

4. **Reserved Rights.** Grantor reserves to itself and to its successors and assigns, all rights accruing from their ownership of the Property, including the right to engage in, or permit or invite others to engage in, all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. Nothing herein shall be construed as a grant to the general public of any right to enter upon any part of the Property. In addition, nothing in this Paragraph 4 shall give Grantor, its successors and assigns, the right to engage in, or permit or invite others to engage in, any use of the Property, or a portion thereof, that, in Grantee's judgment, shall result in or have an adverse effect upon the Conservation Purposes or the Conservation Values in any material respect. Without limiting the generality of the foregoing, and subject to the terms of Paragraph 3, the following rights are expressly reserved (sometimes referred to herein as the "Reserved Rights"):

(a) Grantor may engage in and permit others to engage in all outdoor recreational uses of the Property that, by their nature, do not require structures, including, without limitation, for illustration: walking, wildlife observation, photography, hiking,

camping, equestrian activities and operating non-motorized vehicles (such as mountain bikes); provided, however, that no outdoor recreational activities shall occur within the Property except for recreational activities that, by their nature, are likely to have no adverse effect on the Conservation Purposes and Conservation Values of the Property, in any material respect, and, provided further, that more than de minimis commercial recreation activity is prohibited. Examples of such activities which are permitted and which are included here for illustration and not for limitation of the foregoing, include walking, wildlife observation, and photography. Notwithstanding the foregoing, all outdoor educational and recreational activities within the Property must be conducted at all times in a manner that in Grantee's judgment, (a) shall have no adverse effect upon the Conservation Purposes or the Conservation Values, in any material respect, and (b) are otherwise in conformance with this Easement.

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

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

(d) Grantor may maintain and enlarge any existing ponds on the Property and may construct new ponds on the Property to the extent such ponds are for agricultural, farming and wildlife attraction purposes and for other activities permitted hereunder; provided that the location(s) of such enlarged or new ponds will be subject to the approval of Grantee, such approval to determine whether such maintenance or construction is consistent with the Conservation Purposes, and to avoid any adverse effect on any Conservation Values and/or on

any sensitive environmental areas (e.g. old growth forest, habitat for rare or threatened species or wetlands); and provided, also, that all such facilities must be maintained, enlarged and constructed so as to minimize erosion and sedimentation within the Property and adjoining real estate.

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

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

(g) Grantor shall have the right to utilize any ingress and egress easements which connect the Property to adjoining public roadways; provided, however, that such reserved right does not extend to giving Grantor the right to amend that Deed Establishing a Boundary of record in Book 258, Page 165, in the Register's Office for Decatur County, Tennessee, nor agree nor consent to expanding any easement(s) provided for therein without the prior written consent of Grantee.

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

standards and specifications of Decatur County Soil Conservation District or the federal Nature Resource Conservation Service's Technical Guide for Best Management Practices or the standards and specifications of Best Management Practices, as may be updated and amended from time to time, is required by applicable law.

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

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

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

(l) Grantor retains the right to maintain, repair, and replace existing land management roads, existing access roads, and associated bridges and culverts, together with the right to construct new land management roads and new access roads and driveways to access any permitted Structure (defined below) and associated utility improvements, provided that said roads and associated improvements fulfill the following requirements: (i) additional roads, driveways or road improvements are necessary to provide reasonable land management access to the Property and/or to provide access to and from a permitted Structure; (ii) such construction, use and maintenance is in compliance with then currently available Tennessee Forest Best Management Practices Guidelines in existence as of the date of this Easement and do not compromise or adversely affect existing Conservation Purposes or Conservation Values of the Property, in any material respect; (iii) the location and dimensions of a new road and/or driveway to serve each of the permitted Structures shall be reviewed and approved by Grantee, and location and dimension of each road must not, in Grantee's judgment, result in any adverse effect on any of the Conservation Purposes or Conservation Values, in any material respect; (iv) the location of each new road, driveway and any new utility facilities shall be identified and surveyed by Grantor and such survey information shall be provided to Grantee in the form Grantee requires, at the sole expense of Grantor, before Grantee's approval is granted; (v) Grantor, and not Grantee, shall bear all responsibility for obtaining permits or other approval of any state, county or municipal government for the location of any road, driveway, utility facility or other related improvement, the location of which is to be reviewed by Grantee under this Paragraph 4(l); (vi) the width of the cartway of a road or driveway and of any necessary utility

facility easement and any area of land disturbance, grading or tree removal for such road or easement shall be no greater than the minimum necessary to meet any legal requirements or, to the extent no legal requirements apply or are lawfully waived, the minimum practicable consistent with sound engineering techniques and methods; (vii) Grantor shall use its best efforts to utilize existing roads and improvements in identifying the location of each new road, driveway and any new utility facilities; and (viii) the description of any new road, driveway and utility facility areas as reviewed and approved by Grantee shall be set forth in a written agreement signed by duly authorized officers of Grantee and by Grantor, and the agreement shall be kept and maintained in the offices of Grantee.

(m) Grantor may, upon satisfaction of the conditions set forth below, have the right to construct up to two (2) new Structures (hereinafter defined) to be located within two (2) new areas located within the Property in the sizes and at those locations set forth on Exhibit "D-1" attached hereto and also identified on Exhibit "D-2" attached hereto (each hereinafter called a "Building Area" and collectively referred as the "Building Areas"), together with the other accessory improvements described in Paragraphs 3(c) and Paragraph 4, according to the procedures in this Paragraph 4(m). Grantor may also construct roads and driveways as necessary to gain access to the Building Areas and may maintain, replace, construct and install underground utilities (including sanitary septic fields and wells for water) needed to service the Structures, also in accordance with the procedure and requirements of Paragraph 4(l) and of this Paragraph 4(m); provided, however, that access to the Building Areas is on a currently existing and permanent internal road or drive. Grantor may also place, construct, replace, repair, and maintain outdoor lighting within the Building Areas and along the access roads and driveways described herein so long as said lighting does not diminish the scenic character of the Property nor impair or interfere with any of the Conservation Purposes or Conservation Values of the Property. Subject to the prior written consent of Grantee as to the exact trees to be trimmed or removed, Grantor shall have the right to trim trees and branches to preserve the view from a Structure on a Building Area. There shall be no renovation, remodeling (as to the exterior), construction or use of any Structure (although normal maintenance and repair efforts may be conducted) nor removal of any trees on the Property for the foregoing purposes until each of the following conditions is satisfied:

(i) The location and dimensions of each Building Area shall have been reviewed and approved by Grantee. The location of each Building Area must not, in Grantee's judgment, result in any adverse effect on any of the Conservation Purposes or Conservation Values, in any material respect. Grantor hereby identifies two (2) potential locations for the Building Areas and each of those potential locations and the approximate proposed size of each potential location are set forth on Exhibit "D-1" attached hereto and also depicted on the Exhibit "D-2" map attached hereto. At such time as Grantor desires to construct a Structure within one of such potential Building Areas, Grantor shall contact Grantee in writing and, in response to such contact, Grantee shall review and evaluate the specific Building Area so identified (and Grantee shall approve or not approve said potential location in accordance with the provisions hereof).

(ii) The location of each Building Area, any new road and driveway, any new utility facilities, and any trees and branches to be trimmed to preserve views, shall be identified and surveyed by Grantor and such survey information shall be provided to Grantee in the form Grantee requires, at the sole expense of Grantor, before Grantee's approval is granted.

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

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

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

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

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

(o) Hunting and fishing shall be permitted on the Property by written permission of Grantor, and Grantor shall have the right to control, destroy, or trap predatory

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

The establishment of a commercial hunting preserve and other hunting and fishing activities on a commercial basis are specifically prohibited. Any food plots on the Property shall be in conformance with any Best Wildlife Management Practices promulgated by any department or agency of the State of Tennessee or of the United States, and the number and total acreage of any food plots is subject to the express written consent of Grantee.

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

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

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

- (5) the terms, conditions, and provisions of this Easement;
- (6) specific guidelines adopted by Grantee's Board of Directors, a copy of which was provided prior to the execution and delivery of this Easement ("Grantee Guidelines"), and which may be amended from time-to-time, and which, to the extent they are inconsistent with BMPs (as defined below), shall control;
- (7) the Tennessee Division of Forestry Best Management Practices Guidelines for Forestry ("BMPs"), as outlined in the Guide to Forestry Best

Management Practices in existence as of the date of this Easement or as may be amended from time-to-time by the Tennessee Division of Forestry; and

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

Items (5), (6), (7), and (8), above, are collectively referred to as the "Requirements."

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

(i) **Forest Management Plan.** Grantor must submit the Plan to Grantee for review at least ninety (90) days prior to the commencement of any forest management activities. The Plan must consider and be consistent with the Requirements and with the terms of this Easement, and shall be prepared as follows:

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

(2) **Content of Plan.** The Plan shall include, at a minimum, the following information, together with maps and charts to support and illustrate the required documentation:

(1) Grantor's long-term management goals and

objectives;

- considerations for:
- (II) Descriptions, mapped locations, and management
 - Forest stands (community type, species, age, size, history, condition);
 - Soils;
 - Known unique plant or animal communities and any ecologically sensitive and/or important areas;
 - Known archaeological, cultural, or historic sites;
 - Surface waters, including springs, streams, seeps, ponds, and wetlands; and
 - Existing man-made improvements and features including all roads, buildings, fences, etc.
 - (III) Proposed timber harvest intent, silvicultural treatments, schedules; and
 - (IV) Other forest management practices, activities, and schedules.

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

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

- (1) Marking and Cutting Limitations of each sale area, the size and location of each sale area, a description of each sale area, the type of cutting for each such area (such as "clear cut" or "seed cut" or "select cut" etc.), the species and estimated yield of each species for each sale area;
- (2) Any constraints on harvesting;
- (3) Details regarding liability and worker's compensation insurance required to be carried by the timber purchaser;
- (4) A requirement that Grantee be named as an additional insured on all such policies;

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

(6) A provision regarding damage to any property of Grantor, and specifically prohibiting any logging or timber harvesting outside the areas described in the Marking and Cutting Limitations section; and

(7) An expiration date for the Timber Sale Contract by which (a) harvesting will be complete or, whether complete or not, will terminate under the current Timber Sale Contract, (b) all equipment will be removed from the Property, (c) all roads will have been recovered and/or rehabilitated, and (d) that all timber standing on any area within the Marking and Cutting Limitations areas will again become the property of Grantor.

(iii) Forest Roads. Grantor shall have the right to construct new forest management roads and associated improvements such as bridges, culverts, and other related improvements in aid of forest management activities, in consultation with Grantee, all of which must be approved by Grantee prior to the commencement of any forest management activities on the Property ("Road Plan"). The proposed Road Plan shall be provided to Grantee for review no less than thirty (30) days prior to any forest management activities, subject to the following:

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

(2) Grantor retains the right to maintain and repair existing forest management roads and associated bridges and culverts (collectively, "Existing Roads") so long as such maintenance and repair, and the Existing Roads themselves, do not have an adverse effect on the Conservation Values of the Property or the Conservation Purposes of this Easement. In the event Grantee determines that the Existing Roads do have such an adverse effect, Grantee shall have the right to prohibit the use of some or all of the Existing Roads;

(3) Grantor shall have the further right to improve existing forest management roads and associated structures and to construct new forest management roads and associated improvements, in active consultation with Grantee, provided that said improvements, new roads, and associated improvements satisfy the Requirements, and that

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

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

(III) Grantor secures Grantee's prior written consent to the design, layout, location, and construction techniques with respect to all additional roads, road improvements, and any associated improvements.

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

(1) All forest management activities must be in compliance with the Plan, the Contract, and the Road Plan, and be approved, in advance, by Grantee, as is more fully described in this Paragraph 4(p);

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

(3) The Notice shall include the name of the forester supervising the activity as well as the identification of the person or entity actually conducting the activity, and shall include:

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

(II) prescribed silvicultural treatments which may be employed;

(III) the location and a description of all ingress, egress, and access routes, including the specific location of any stream crossings, and the location of landings and skid roads, and haul roads, all of which must be consistent with the Plan, the Contract, and the Road Plan, as approved by Grantee;

(4) Forestry activities shall be conducted within the constraints of the Plan, the Contract, the Road Plan, and the Notice under a written contract with a professional logger, which contract must include a non-refundable performance bond naming Grantor and Grantee as co-payees in an amount mutually agreed by Grantor and Grantee, and shall be expressly subject to the terms, conditions, and provisions of this Easement; and

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

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

While the entire Property is subject to management for the preservation of the Conservation Values of the Property, there are variations of management techniques for different areas of the Property. Notwithstanding any other provision of this Easement, there shall be no timber cutting, timber harvesting, clearing or removal of vegetation, clearing or removal of leaf litter or other natural detritus, or any other activity that may have an adverse effect on the Conservation Values of the Property or the Conservation Purposes of this Easement in any area identified and designated by Grantee, either at the time of the conveyance of this Easement or any time in the future, as a Management Area B. Such areas include, but are not limited to, areas with significant Conservation Values with respect to relatively natural habitat for fish, wildlife, or plants or similar ecosystems and include, with or without specific designation by Grantee, any area within 100 feet, or such other distance as may be required by the Grantee Management Guidelines. The same constraints apply to any area identified and designated by Grantee, either at the time of the conveyance of this Easement, or at any time in the future, as a "Management Area C," with the exception of the 100-foot buffer area, which will not apply to any area designated by Grantee as a Management Area C. Notwithstanding the above, in the event Grantee makes a written determination that forest management or other activities within a Management Area B or a Management Area C would enhance the Conservation Values of the Property or would further protect the Conservation Purposes of this Easement, subject to any and all Grantee requirements, such forest management or other activities, as outlined in writing by Grantee, shall be permitted within a Management Area B and/or a Management Area C. Management Areas B and C as of the date of this Easement are shown on that certain map drawing attached hereto as Exhibit "E". As used in this Paragraph, "Grantee Management Guidelines" means and refers to specific guidelines adopted by Grantee's Board of Directors, a copy of which was provided prior to the execution and delivery of this Easement, and which may be amended from time-to-time, and which, to the extent they are inconsistent with BMPs, shall control.

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

Conservation Values, in any material respect.

(q) Grantor hereby retains and may hold, market, and transfer any and all rights related to forest carbon, including, without limitation, mitigation credits and offsets, now present or existing in the future, and the right to report such mitigation credits or offsets to any relevant public or private regulatory/oversight body or registry whether pursuant to a voluntary system or one created by local, federal, or international law or regulation, which rights arise from or are generated by or from the Property on or after the date of this Easement (collectively, "Forest Carbon Services"). The Forest Carbon Services retained hereunder shall specifically include, without limitation, the right to hold, reserve, report, market, or retire any greenhouse gas mitigation credits or offsets that may be generated on the Property, and other types of mitigation credits or offsets that arise from the production of forest carbon. Grantor shall have the absolute discretion in determining the purchaser(s) and/or recipient(s) of any Forest Carbon Services and the consideration for such forest carbon services shall inure to the sole benefit of Grantor; provided, however, that nothing in this Paragraph 4(q) shall compromise, usurp, or in any way affect any of Grantee's rights, or the remedies available to Grantee as set forth elsewhere in this Easement, to protect the Conservation Values of the Property and/or the Conservation Purposes of this Easement.

(r) No assurance is given that any of the above Reserved Rights for which the consent or approval of Grantee is expressly required in this Easement may be exercised, in such matter as Grantor might propose, without having an adverse effect on the Conservation Purposes, Conservation Values or other significant ecological values of the Property. The foregoing procedure is established for the purpose of making that determination. The Reserved Rights for which the consent or approval of the Grantee is expressly required in this Easement may not be exercised unless and until Grantee is satisfied that the exercise of the Reserved Right for which approval is sought, and in the manner proposed by Grantor, can be done without an adverse effect on the Conservation Purposes, Conservation Values or other significant ecological values of the Property. Grantor hereby waives, for Grantor and Grantor's successors and assigns, to the fullest extent allowed by law, any and all right to seek or recover damages from Grantee in any litigation or other legal action arising from a dispute over Grantee's exercise of its rights, obligations or interpretations under this Paragraph 4 and agrees that the sole remedy or legal right to seek redress arising from any decision of Grantee pursuant to this Paragraph 4 shall be to seek a declaratory judgment or other legal declaration by a court of competent jurisdiction as to the rights of Grantor hereunder. Grantor and Grantee agree that it is their intent that the rights reserved by Grantee in this Easement conform to the requirements of 26 Code of Federal Regulations Section 1.170A-14, and any rights so reserved by Grantor shall be limited to the extent such rights do not conform with 26 C.F.R. Section 1.170A-14. Grantor may not exercise any of their rights reserved under this Easement in such a manner to adversely impact the Conservation Purposes or Conservation Values of the Property. Notwithstanding anything herein to the contrary, Grantor shall notify the Grantee, in writing, before exercising any of Grantor's reserved rights under Paragraphs 3 or 4 of this Easement which may have an adverse impact on the Conservation Purposes or Conservation Values of the Property. If the Grantee determines that any exercise by Grantor of its reserved rights under this Easement may have an adverse

impact on the Conservation Purposes or Conservation Values of the Property, Grantee may withhold its approval of such action by Grantor as further provided in Paragraph 5(b), although such approval will not be unreasonably withheld or delayed.

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

5. Notice and Approval.

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

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

(c) Waiver of Damages. Notwithstanding the foregoing, in the event the Property is affected or in imminent danger of being affected by casualty damage resulting from an Act of God, fire or other event beyond Grantor's control then the prior approval requirements of this Paragraph shall be waived as to any action that would otherwise require such approval but which must be undertaken by Grantor immediately in order to prevent loss, damage or injury to persons or property or to prevent ecological damage to the Property or neighboring

property (an "Emergency Restoration Action"); provided that Grantor makes a good faith effort to notify Grantee prior to undertaking such Emergency Restoration Action and to keep Grantee informed of its ongoing actions.

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

(e) **Limitation of Liability.** No assurance is given that any of the above Reserved Rights for which the consent or approval of Grantee is expressly required in this Conservation Easement may be exercised, in such manner as Grantor might propose, without having an adverse effect on the Conservation Purposes or other significant ecological values of the Conservation Area. The foregoing procedure is established for the purpose of making that determination. The Reserved Rights for which the consent or approval of Grantee is expressly required in this Conservation Easement may not be exercised unless and until Grantee is satisfied that the exercise of the Reserved Right for which approval is sought, and in the manner proposed by Grantor, can be done without an adverse effect on the Conservation Purposes or other significant ecological values of the Conservation Area. Grantor hereby waives, for Grantor, and Grantor's successors, legal representatives, and assigns, to the fullest extent allowed by law, any and all right to seek or recover damages from Grantee in any litigation or other legal action arising from a dispute over Grantee's exercise of its rights, obligations or interpretations under this Paragraph and agrees that the sole remedy or legal right to seek redress arising from any decision of Grantee pursuant to this Paragraph shall be to seek a declaratory judgment or other legal declaration by a court of competent jurisdiction as to the rights of Grantor hereunder.

6. Grantee's Remedies.

(a) **Notice of Violation; Corrective Action.** If Grantee determines that a violation of the terms of this Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan agreed upon by Grantor and Grantee.

(b) **Injunctive Relief.** If Grantor fails to cure the violation within sixty (60) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a sixty (60) day period or fail to begin curing such violation within the sixty (60) day period, or fail to continue diligently to cure such violation until

finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.

(c) Damages. If there is a violation of any of the provisions of this Easement, Grantee shall notify (by written instrument) the Grantor, who shall promptly cure the violation by (i) ceasing the violation or (ii) restoring the Property to its condition before the violation or (iii) both, as the case may be. Grantee shall have the right, but not the obligation, to pursue legal actions or proceedings at law and equity to enforce the conservation restrictions, including but not limited to, the right to cause such violation to be cured, and if a court of competent jurisdiction determines that a violation has occurred hereunder, the owner shall reimburse Grantee, as applicable, for all reasonable expenses incurred, including legal fees whether in or out of court and the cost of legal proceedings brought to cure the violation or to collect such reimbursement. Further, Grantee shall have the right, but not the obligation, to restore the Property to its condition at the date of this Easement to ensure conformity with Treasury Regulation Section 1.170A-14(g)(5)(ii), and Grantor (or the then-current owner(s) of the Property as the case may be) shall reimburse Grantee, as applicable, for all reasonable expenses and costs incurred to complete said restoration. In addition, if Grantor violates this Easement in such a manner as to cause damage to, extract or remove any trees, mineral resources, pond, wetland, stream, or other natural resource protected by this Easement, including violation resulting from failure to obtain Grantee's approval, Grantee shall be entitled to payment of damages in the amount of the value of the protected natural resource. Grantee may seek payment and recovery of such damages by any means available at law. The value of the protected natural resource shall be greater of (i) the market value of the resource, or (ii) the cost of immediate restoration of the Property and all resources to their condition prior to the violation. If such immediate restoration is not reasonably possible then the market value of the resource shall be the amount of damages. If the resource does not have readily determinable market value then the amount of damages shall be the amount which a court having jurisdiction may determine, taking into account the importance of the resource to the fulfillment of the Conservation Purposes.

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

(e) Scope of Relief. Grantee's rights under this Paragraph 6 apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in Paragraph 6(b), both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving

either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Paragraph 6 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

(f) **Costs of Enforcement.** All reasonable, actual costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, actual costs and expenses of suit, actual, reasonable attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor; provided, however, that if Grantor ultimately prevails in a judicial enforcement action each party shall bear its own costs.

(g) **Forbearance.** Forbearance by Grantee to exercise its rights under this Easement in the event of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

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

(i) **Rights and Remedies in Relation to Third Parties.** As the owner of a real property interest under this Easement, Grantee shall have the right, without limitation of any rights herein as against Grantor, to assert and enforce any of the rights and remedies in this Easement against any person or entity other than Grantor that engages in any action upon the Property that constitutes a violation of any of the covenants or restrictions of this Easement, whether such person or entity enters upon the Property as a tenant, guest or invitee of Grantor, by an act of trespass or by any claim of right, and Grantor shall cooperate with Grantee by joining in any action or proceeding commenced by Grantee for such purpose.

(j) **No Third Party Rights of Enforcement.** This Easement may only be enforced by Grantor and Grantee and no third party beneficiary rights, rights of enforcement or other rights are created or intended to be created or granted by this Easement in or to any other person or entity, any person or entity that was once a "Grantor" but is no longer an owner of the Property, the public generally or any governmental authority except to the limited extent necessary to undertake an action under Paragraph 12 or as required by statute (and only to the extent such statute cannot be waived by agreement of Grantee and Grantor).

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

emergency measures reasonably taken by Grantor to abate or mitigate significant injury to the Property as a result of any such natural event.

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

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

(a) Costs, Legal Requirements, and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate liability insurance coverage. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulation, and requirements. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

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

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

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

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

(i) No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Property. Further, Grantor covenants and represents that, to the best of its knowledge, no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Property, and that there are no underground storage tanks located on the Property. If, at any time, there occurs, or has occurred, a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor shall take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Grantee, in which case Grantee shall be responsible therefore. Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability to Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), and any corresponding state statute;

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

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

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

(v) No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use, nor do there exist any facts or circumstances that Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders;

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

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

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

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

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

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

(x) Each individual signing below, executing this Easement on behalf of Grantor, represents and warrants to Grantee possession of the legal capacity and authority to

execute and deliver the Easement and related documents, thereby binding Grantor.

(f) Remediation. If, at any time, there occurs, or has occurred, a release by Grantor in, on or about the Property of any substance now or hereafter defined, listed or otherwise classified pursuant to any federal, state or local laws, regulation or requirement as hazardous, toxic, polluting or otherwise contaminating to the air, water or soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to take all steps necessary to ensure its containment and remediation, including any cleanup that may be required.

(g) Control. Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of CERCLA, and Tennessee Code Annotated Section 68-212-101 et seq.

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

(i) Indemnification. Grantor covenants and agrees to indemnify, defend, reimburse, and hold harmless Grantee, its directors, officers and employees from, for and against any Loss (hereinafter defined) to the extent such Loss arose from an Indemnified Cause (hereinafter defined). A "Loss" shall mean any loss, cost, liability, penalty, fine, or damage of any kind or nature whatsoever which Grantee or any of its directors, officers, attorneys or employees may reasonably be concluded to have suffered, paid or incurred. The term "cost" shall include, but shall not be limited to, reasonable attorneys' fees and witness and court fees. An "Indemnified Cause" shall mean any of the following: the violation or alleged violation of any law in, upon or involving the Property by Grantor or anyone acting by, for, through or under the direction of Grantor, including but not limited to any tenant, contractor, agent, licensee or invitee of Grantor; any breach of covenants and restrictions in this Easement by Grantor or anyone acting by, for, through or under the direction of Grantor, including but not limited to any tenant, contractor, agent, licensee or invitee of Grantor; any tax or assessment upon the Property or upon this Easement or the rights it represents or that it grants to Grantee; any death or injury to any person occurring on or about the Property; any lien or attempts to enforce a lien asserted against the Property; the costs of performing any work on the Property; any loss or damage to any property on or about the Property; any dispute involving Grantor and Grantee regarding the interpretation or enforcement of this Easement as to which the interpretation or enforcement of Grantee is upheld; or any lawsuit (even if initiated by Grantor or Grantee) or governmental administrative or law enforcement action which is commenced or threatened against Grantee or any of its directors, officers, attorneys or employees or to which any of the foregoing are made a party or called as a witness; but "Indemnified Cause" shall not include any cause which results

from Grantee's own acts which are finally determined by a court to have been the result of bad faith, gross negligence or willful misconduct of Grantee. It is further agreed that no person shall have an indemnification obligation or liability under this Paragraph 8(i) as to any Indemnified Cause which arises entirely and solely from events which occurred after such person is no longer the legal or equitable owner of the Property or any part thereof and is no longer in possession of the Property or any part thereof (it being understood that one or more subsequent Grantors shall have such indemnification, defense, reimbursement, and holding harmless obligation).

9. Extinguishment and Condemnation.

(a) Extinguishment. If circumstances arise in the future that render the purpose of the Easement impossible to accomplish, the Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be the stipulated fair market value of the Easement, or proportionate part thereof, as determined in accordance with Paragraph 9(b) or 26 C.F.R. Section 1.170A-14, if different.

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

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

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

(e) Entire Property. Consistent with the charitable intent of Grantor and Grantee to protect the Conservation Values and accomplish the Conservation Purposes, Grantor and Grantee view the conservation of the entire Property as important to the protection of the Conservation Values and Conservation Purposes and believe that condemnation of a part of the Property for a utility, road or other project may damage or take the Conservation Values and Conservation Purposes and the real property interests inherent in the Conservation Values and Conservation Purposes, beyond the boundaries of the area of taking. Grantor and Grantee, therefore, together or separately, may seek an award of damages for condemnation equal to the value of the Property, the Conservation Values or the Conservation Purposes beyond the value of the area of taking. Grantor and Grantee further intend and desire that any entity or authority seeking to condemn land for a public purpose seek every possible alternative to taking any part of the Property and thus compromising the Conservation Values and the Conservation Purposes and, further, that in the event of any unavoidable taking for a public purpose, according to law, the area of taking be the smallest area possible, consistent with protection of the Conservation Values and the Conservation Purposes. Nothing herein is intended to, nor may be construed to, waive or limit the rights of Grantor or Grantee under applicable law or to alter the obligations of Grantor and Grantee with respect to 26 CFR 1.170A-14(g)(6)(ii).

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

11. Assignment. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Code and 26 C.F.R. Section 1.170A-14 (or any successor provision then applicable), and authorized to acquire and hold conservation easements under the Tennessee Act or any successor provision then applicable or the laws of the United States. As a condition of such transfer, Grantee shall require that the Conservation Purpose that this grant is intended to advance, continue to be carried out, and the transferee has a commitment to protect Conservation Purposes and the resources to enforce this conservation

easement. Grantee agrees to give written notice to Grantor of any assignment at least one hundred and twenty (120) days prior to the date of such assignment.

12. Successor Grantee. If, at any time, Grantee shall be unwilling or unable to continue as grantee hereunder, including, but not limited to, if Grantee ceases to exist or to be a qualified organization under Section 170(h) of the Code and 26 C.F.R. Section 1.170A-14, or to be authorized to acquire and hold conservation easements under the Tennessee Act, then the Grantor and Grantee shall mutually agree upon a qualified successor Grantee, and if the Grantor and Grantee cannot agree upon a qualified successor Grantee, the rights and obligations under this Easement shall vest in such organization as a court of competent jurisdiction shall direct pursuant to applicable Tennessee law and consistent with the requirements for an assignment pursuant to Paragraph 11.

13. Subsequent Transfers.

(a) Grantor agrees to incorporate the terms of this Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least thirty (30) days prior to the date of such transfer. Any mortgagee must subordinate its rights in the Property to the Grantee to enforce the Conservation Purposes of the Easement.

(b) Transfer Fee. In consideration of the perpetual obligations assumed by Grantee in this Easement, the costs and expenses of which are unpredictable, including, but not limited to, the obligation to travel to and inspect the Property at least annually for compliance with the terms of this Easement, communicate with present and future owners, respond to questions and other matters, and maintain financial resources for the enforcement of compliance when necessary in fulfillment of Grantee's obligation to be a Qualified Organization under 26 CFR §1.170A-14(c)(1), and in consideration of Grantor's desire to support Grantee in its charitable mission with respect to the Property and other properties in which Grantee may have accepted conservation easement restrictions, Grantor agrees for itself, its heirs, successors, and assigns, that there shall be paid to Grantee the Transfer Payment (defined below) at the time of each Qualifying Transfer (defined below) in the manner set forth in this Paragraph 13(b).

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

(ii) "Qualifying Transfer" shall mean the conveyance of legal title to the Property, or any part thereof; the improvements on the Property; and any other land, improvements, and other property conveyed by the same deed of conveyance and/or any other instrument of transfer by which the Property, or part thereof, is conveyed; provided, however,

a Qualifying Transfer shall not include the first transfer following the recordation of this Easement;

(iii) The "Purchase Price" shall be the sum of all of the following given as consideration for a Qualifying Transfer: (a) payment of money, (b) transfer of real or personal property or other tangible consideration, (c) purchase money indebtedness, and (d) the assumption of indebtedness. Grantor shall be obligated to provide to Grantee a true and correct copy of the agreement of sale pertaining to the Qualifying Transfer, the Settlement Statement or Closing Statement, and/or other documents verifying the Purchase Price to the satisfaction of Grantee;

(iv) In the event of a Qualifying Transfer in which all or part of the consideration is in the form of real or personal property rather than the payment of money, purchase money indebtedness, or assumption of indebtedness, the Purchase Price shall include an amount equal to the fair market value of such real or personal property given in consideration or as partial consideration for the Qualifying Transfer as determined by a qualified appraiser approved by Grantee. Appraisals used in the valuation of real or personal property as a component of the Purchase Price shall be based on the guidelines and ethical standards of the Appraisal Institute, as then in effect, for the type of property involved. Grantor and Grantee may, however, if they so elect in their discretion, without obligation to do so, accept an alternate method of establishing the value of such real or personal property, including by contemporaneous agreement;

(v) The amount of the Purchase Price shall not include that portion of a Qualifying Transfer that is a gift, devise, bequest, or other transfer not involving consideration by the payment of money, transfer of real or personal property, purchase money indebtedness, or assumption of indebtedness;

(vi) The Transfer Payment shall not be applicable to a Qualifying Transfer into a corporation, limited liability company, or general or limited partnership in which Grantor receives all of the shares or interests of the transferee entity as consideration and receives no other consideration;

(vii) The obligation for payment of the Transfer Fee shall be binding on Grantor in the Qualifying Transfer and on the purchaser or grantee that is the transferee in the Qualifying Transfer, all of whom shall be jointly and severally liable for the payment of the Transfer Fee, and also shall be binding on their respective heirs, successors, and assigns, and shall run with the land and constitute a lien on the Property until paid;

(viii) The Transfer Payment shall be paid to Grantee at or before the time of transfer of legal title. The amount of any Transfer Payment not paid by the time required herein shall (a) accrue interest payable to Grantee at the highest rate permitted by law until fully paid, and (b) constitute, together with accrued interest, to the extent permitted by law, a lien on the Property in favor of Grantee until fully paid, provided that such lien shall not

be superior to any purchase money mortgage or deed of trust that was executed, recorded, and otherwise validly established against the Property prior to the date of the Qualifying Transfer;

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

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

14. Estoppel Certificates. Upon request by Grantor, Grantee shall within twenty (20) days execute and deliver to Grantor, or to any party designated by Grantor, any document, including an estoppel certificate, which certifies, to the best of Grantee's knowledge, Grantor's compliance with any obligation of Grantor contained in this Easement or otherwise evidences the status of this Easement. Such certification shall be limited to the condition of the Property as of Grantee's most recent inspection. If Grantor requests more current documentation, Grantee shall conduct an inspection, at Grantor's expense, and so deliver such certification document within thirty (30) days of receipt of Grantor's written request thereof.

15. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and be either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: Cub Creek Preserve, LLC
22 Shorter Avenue
Rome, Georgia 30165
Attn: Mike Mathis

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

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

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

17. General Provisions.

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

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of the Tennessee Act, and to qualify as a qualified conservation contribution under the Code and 26 C.F.R. Section 1.170A-14 (the "Conservation Easement Regulations"). The Tennessee Act and the Conservation Easement Regulations are sometimes referred to herein collectively as the "Conservation Easement Laws". If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. This Easement is made pursuant to the Conservation Easement Laws, but the invalidity of such Conservation Easement Laws or any part thereof shall not affect the validity and enforceability of this Easement according to its terms, it being the intent of the parties to agree and to bind themselves, their successors, and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law, or private agreement in existence either now or hereafter.

(c) Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) No Authorized Violation of Law. Nothing contained in this Easement shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods, or use. In the event of any conflict between any such ordinance or regulation and the terms of this instrument, Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Easement and such ordinance or regulation to the extent consistent with the Conservation Purposes of this Easement.

(e) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

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

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

(h) **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The terms "Grantor" and "Grantee", wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and its successors and assigns, and the above named Grantee and its successors and assigns.

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

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

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

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

18. List of Attached Exhibits.

Exhibit A: Legal Description for the Property

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

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

[Signatures on Following Pages]

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

GRANTOR:

CUB CREEK PRESERVE, LLC, BY ITS MANAGER,
SOUTHERN LAND PROTECTORS, LLC

By: *[Signature]*
A. KYLE CARNEY, Manager



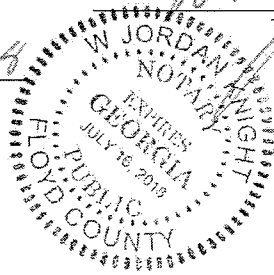
STATE OF Georgia
COUNTY OF Floyd

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

WITNESS my hand and seal at office in Rome, Georgia, this 22nd day of December, 2016.

[Signature]
Notary Public

My commission expires: 7/16/18



GRANTEE:

FOOTHILLS LAND CONSERVANCY

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

STATE OF TENNESSEE
COUNTY OF Blount

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

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

Joanna Elise Eustace
Notary Public

My commission expires: 11/12/18

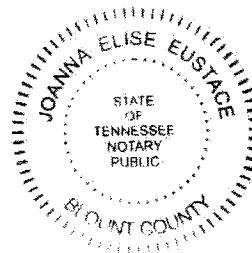


EXHIBIT "A"
Property Description

TRACT NO. 1:
(Map 044, Parcel 001.01)

A tract of land located in the Seventh Civil District, Decatur County, Tennessee and being more particularly described as follows:

Begin at a concrete monument with a brass disk stamped "204-12", being the corner number assigned to this monument, as found on the east line of Glen Odle, et al (Deed Book 132, Page 159), said point being located on south line of the Tennessee National Wildlife Refuge (Busselltown Unit), said point being located at coordinates of North=478,600.00 feet and East= 1,384,419.00 feet in the Tennessee State Plane Coordinate System (NAD-27), and running thence with the grid of said coordinate system and the south line of the Wildlife Refuge, North 59 degrees 05 minutes 36 seconds East, 815.23 feet, to a concrete monument with disk stamped "204-11"; thence, North 00 degrees 11 minutes 47 seconds East, 551.85 feet, to a ½ inch iron pipe found; thence, South 66 degrees 37 minutes 31 seconds East, 537.00 feet, to a ½ inch iron pipe found; thence, North 55 degrees 19 minutes 36 seconds East, 450.00 feet, to a ½ inch iron pipe found; thence, North 32 degrees 31 minutes 51 seconds East, 758.70 feet, to a concrete monument with disk stamped "204-7"; thence North 87 degrees 11 minutes 13 seconds East, 748.92 feet, to a concrete monument with disk stamped "204-6" thence, North 01 degrees 15 minutes 53 seconds East, 829.84 feet, to a ½ inch iron pipe found; thence, North 83 degrees 42 minutes 21 seconds East, 371.64 feet to a ½ inch iron pipe found; thence, South 18 degrees 14 minutes 38 seconds East, 794.32 feet, to a ½ inch iron pipe found; thence, South 67 degrees 11 minutes 19 seconds East, 612.48 feet, to a ½ inch pipe found; thence, South 16 degrees 58 minutes 47 seconds East, 678.03 feet, to a ½ inch iron rod found; thence, North 79 degrees 49 minutes 34 seconds East, 440.40 feet, to a ½ inch iron pipe found on the crest of a ridge; thence, following the crest of the ridge, South 21 degrees 17 minutes 46 seconds West, 345.58 feet, to a ½ inch iron rod with identification cap stamped "PLS INC JACKSON TN" set, said rod being typical of all iron rods herein referred to as set; thence, South 04 degrees 49 minutes 10 seconds East, 416.79 feet, to an iron rod set; thence, South 42 degrees 07 minutes 23 seconds West, 205.84 feet, to an iron rod set; thence, South 72 degrees 25 minutes 57 seconds West, 250.64 feet, to an iron rod set; thence, South 42 degrees 12 minutes 50 seconds West, 163.86 feet, to an iron rod set; thence, South 14 degrees 36 minutes 25 seconds West, 494.29 feet, to an iron rod set; thence, South 47 degrees 42 minutes 38 seconds West, 362.32 feet, to an iron rod set; thence, South 13 degrees 55 minutes 57 seconds East, 301.02 feet, to an iron rod set; thence, South 10 degrees 13 minutes 07 seconds West, 293.25 feet, to an iron rod set; thence, South 85 degrees 12 minutes 36 seconds West, 404.60 feet, to an iron rod set; thence, South 14 degrees 16 minutes 36 seconds West, 298.25 feet, to an iron rod set; thence, South 49 degrees 00 minutes 14 seconds East, 210.95 feet, to an iron rod set; thence, South 20 degrees 47 minutes 48 seconds East, 291.59 feet, to an iron rod set; thence, South 38 degrees 30 minutes 20 seconds East, 345.46 feet, to an iron rod set; thence, South 15 degrees 11 minutes 54 seconds East, 316.05 feet, to an iron rod set; thence, South 88 degrees 48 minutes 05 seconds East, 159.78 feet, to an iron rod set; thence, South 58 degrees 41 minutes 36 seconds East, 351.13 feet, to an iron rod set; thence, South 00 degrees 23 minutes 45 seconds East, 263.42 feet, to an iron rod set; thence, South 20 degrees 35 minutes 44 seconds West, 443.15 feet, to an iron rod set; thence, South 29 degrees 51 minutes 57 seconds West, 449.35 feet, to an iron rod set; thence, South 63 degrees 53 minutes 11 seconds West, 346.22 feet, to an iron rod set; thence, South 18 degrees 50 minutes 19 seconds West, 541.59 feet, to an iron rod set on the north line of Hearingington (Deed Book 130, Page 492); thence, North 88 degrees 30 minutes 51 seconds West, 353.65 feet, along the north line of Hearingington, to a ½ inch iron rod set on the north right-of-way line of Bunch Chapel Road (50 foot right-of-way); thence, westerly a distance of 105.54 feet, along the arc of a curve to the left, said curve having a radius of 440.00 feet and a chord of North 77 degrees 07 minutes 09 seconds West, 105.29 feet, to a point; thence, North 83 degrees 59 minutes 27 seconds West, 267.16 feet, to a point; thence, North 86 degrees 09 minutes 24 seconds West, 142.64 feet, to an iron rod set on the east line of Glen Odle; thence, North 11 degrees 09 minutes 26 seconds West, 3,341.12 feet, along the east line of Odle, to an iron rod set at an 18-inch sycamore tree on the east bank of a creek; thence North 63 degrees 28 minutes 24 seconds West, along the east line of Odle and passing a ½ inch iron rod set at a distance of 2,056.12 feet, a total distance of 2,079.30 feet, to the centerline of a creek; thence, North 14 degrees 23 minutes 03 seconds East, 354.20 feet, along the creek, to the Point of Beginning. Containing 341.15 acres within these bounds.

TRACT NO. 2:
(Map 044, Parcel 002.00)

A tract of land located in the Seventh Civil District, Decatur County, Tennessee and being more particularly described as follows:

Begin at a rock pile found at the southwest corner of that tract conveyed to the T. P. Bateman, Jr, Heirs, as described in Deed Book 58, Page 268, said point being an interior northeast corner of James Arnold (Deed Book 126, Page 726); thence, North 06 degrees 27 minutes 24 seconds East, 663.03 feet, with the grid of the Tennessee State Plane Coordinate System and along an east line of Arnold, to a ½ inch iron rod found at a 24 inch white oak tree, the northeast of Arnold; thence, North 85 degrees 43 minutes 40 seconds West, 1,619.14 feet, along the north line of Arnold, to a ½ inch iron rod with identification cap stamped "PLS INC JACKSON TN", said rod being typical of all rods herein referred to as being set; thence, South 02 degrees 25 minutes 31 seconds West, 1,152.43 feet, along the west line of Arnold and Pam Smith (Deed Book 124, Page 362), to an iron rod set; thence North 88 degrees 30 minutes 51 seconds West, 2,149.16 feet, along a north line of Smith and Hearington (Deed Book 130, Page 492), to an iron rod set; thence, North 18 degrees 50 minutes 19 seconds East, 541.59 feet, along the crest of a ridge, to an iron rod set; thence, North 63 degrees 53 minutes 11 seconds East, 346.22 feet, to an iron rod set; thence, North 29 degrees 51 minutes 57 seconds East, 449.35 feet, to an iron rod set; thence, North 20 degrees 35 minutes 44 seconds East, 443.15 feet, to an iron rod set; thence, North 00 degrees 23 minutes 45 seconds West, 263.42 feet, to an iron rod set; thence, North 58 degrees 41 minutes 36 seconds West, 351.13 feet, to an iron rod set; thence, North 88 degrees 48 minutes 05 seconds West, 159.78 feet, to an iron rod set; thence, North 15 degrees 11 minutes 54 seconds West, 316.05 feet to an iron rod set; thence, North 38 degrees 30 minutes 20 seconds West, 345.46 feet, to an iron rod set; thence, North 20 degrees 47 minutes 48 seconds West, 291.59 feet, to an iron rod set; thence, North 49 degrees 00 minutes 14 seconds West, 210.95 feet, to an iron rod set; thence, North 14 degrees 16 minutes 36 seconds East, 298.25 feet, to an iron rod set; thence, North 85 degrees 12 minutes 36 seconds East, 404.60 feet, to an iron rod set; thence, North 10 degrees 13 minutes 07 seconds East, 293.25 feet, to a point; thence, North 13 degrees 55 minutes 57 seconds West 301.02 feet, to an iron rod set; thence, North 47 degrees 42 minutes 38 seconds East, 362.32 feet, to an iron rod set; thence, North 14 degrees 36 minutes 25 seconds East, 494.29 feet, to an iron rod set; thence, North 42 degrees 12 minutes 50 seconds East, 163.86 feet, to an iron rod set; thence, North 72 degrees 25 minutes 57 seconds East, 250.64 feet, to an iron rod set; thence, North 42 degrees 07 minutes 23 seconds East, 205.84 feet, to an iron rod set; thence, North 04 degrees 49 minutes 10 seconds West, 416.79 feet, to an iron rod set; thence, North 21 degrees 17 minutes 46 seconds East, 345.58 feet, to a ½ inch iron pipe found on the south line of the Tennessee National Wildlife Refuge (Busseil Town Unit), being Corner No. 200-38; thence, following the south line of the Wildlife Refuge, South 12 degrees 56 minutes 20 seconds East, 1,830.48 feet, to a concrete monument found with disk stamped "200-37"; thence, South 40 degrees 03 minutes 35 seconds East, 385.45 feet, to a concrete monument found with disk stamped "200-36"; thence, North 25 degrees 51 minutes 21 seconds East, 874.16 feet, to a ½ inch iron pipe found; thence, North 48 degrees 48 minutes 40 seconds West, 244.03 feet, to a ½ inch iron pipe found; thence North 06 degrees 02 minutes 23 seconds East, 1,184.09 feet, to a ½ inch iron pipe found; thence, South 82 degrees 53 minutes 15 seconds East, 364.44 feet, to a ½ inch iron pipe found; thence, South 18 degrees 55 minutes 53 seconds East, 767.22 feet, to a ½ inch iron pipe found; thence, North 77 degrees 04 minutes 02 seconds East, 1,748.17 feet, to a ½ inch iron pipe found; thence, South 28 degrees 57 minutes 17 seconds East, 663.91 feet, to a ½ inch iron pipe found; thence, North 14 degrees 00 minutes 42 seconds East, 607.17 feet, to a ½ inch iron pipe found; thence, North 64 degrees 14 minutes 12 seconds East, 996.21 feet, to a ½ inch iron pipe found; thence, North 04 degrees 10 minutes 22 seconds East, 937.33 feet, to a ½ inch iron pipe found; thence, North 60 degrees 43 minutes 52 seconds West, 1,394.30 feet, to a concrete monument found with a disk stamped "200-25"; thence, North 28 degrees 07 minutes 31 seconds East, 187.50 feet, to a concrete monument found with disk stamped "200-24"; thence, South 80 degrees 39 minutes 49 seconds East, 2,042.76 feet, to a ½ inch iron pipe found; thence, South 28 degrees 31 minutes 46 seconds East, 572.60 feet, to an iron rod found with disk stamped "200-22"; thence, South 45 degrees 01 minutes 24 seconds West, 903.42 feet, to an iron rod found with disk stamped "200-21"; thence, South 66 degrees 43 minutes 22 seconds East, 861.61 feet to an iron rod found with disk stamped "200-20"; thence, South 19 degrees 49 minutes 24 seconds West, 1,158.27 feet, to an iron rod found with disk stamped "200-19"; thence, North 89 degrees 30 minutes 31 seconds East, 640.54 feet, to an iron rod found with disk stamped "200-18"; thence, South 11 degrees 07

minutes 59 seconds East, 619.10 feet, to an iron rod found with disk stamped "200-17"; thence, North 79 degrees 25 minutes 47 seconds West, 939.88 feet, to a concrete monument found with disk stamped "200-16"; thence, South 20 degrees 41 minutes 25 seconds West, 663.34 feet, to a concrete monument found with disk stamped "200-15"; thence, South 05 degrees 41 minutes 25 seconds West, 615.70 feet, to an iron rod found with disk stamped "200-55", said point being on the north line of Volner Family Limited Partnership (Deed Book 133, Page 529); thence, North 81 degrees 50 minutes 11 seconds West, 1,149.55 feet, along the north line of said partnership, to an axle found on the east line of Mark S. Kolinski (Deed Book 85, Page 221); thence, North 02 degrees 12 minutes 45 seconds East, 70.08 feet, along the east line of Kolinski, to an axle found; thence, North 81 degrees 17 minutes 07 seconds West, 1,485.66 feet, along the north line of Kolinski, to an axle found; thence, South 05 degrees 00 minutes 17 seconds West, 1,492.29 feet, along the west line of Kolinski, to a grader blade found; thence, South 81 degrees 14 minutes 01 seconds East, 1,531.97 feet, along the south line of Kolinski, to an 18 inch cedar tree on the west line of the Volner Family Limited Partnership; thence, South 03 degrees 33 minutes 04 seconds West, 530.67 feet, along said line, to a rock pile found on the north line of Mark S. Kolinski (Deed Book 98, Page 217); thence, North 85 degrees 18 minutes 00 seconds West, 311.93 feet, with Kolinski, to a rock pile found; thence, South 02 degrees 59 minutes 05 seconds West, 227.51 feet, with Kolinski, to a rock pile found; thence, North 86 degrees 13 minutes 15 seconds West, 513.93 feet, with Kolinski, to a rock pile found; thence, South 04 degrees 07 minutes 53 seconds West, 684.68 feet, with the west line of Kolinski and James Arnold (Deed Book 126, Page 726), to a ½ inch iron rod found at a stump; thence, North 88 degrees 19 minutes 02 seconds West, 585.04 feet, with the north line of Arnold, to the Point of Beginning. Containing 584.07 acres within these bounds.

TRACT NO. 3:
(Map 037, Parcel 003.00)

A tract of land located in the Fifth Civil District, Decatur County, Tennessee, and being more particularly described as follows:

Being at a ½ inch iron rod with identification cap stamped "PLS INC JACKSON TN" set, said rod being typical of all rods herein referred to as set, said point being the south west corner of another T. P. Bateman, Jr. heirs tract and being located at coordinates of North=483,203.00 feet and East=1,389,133.00 feet in the Tennessee State Plane Coordinate System (North American Datum-1972) and said point being corner number 200-39 on the north line of the Tennessee National Wildlife Refuge (Bussell Town Unit); thence, North 82 degrees 12 minutes 00 seconds West, 449.00 feet with the grid of the Tennessee State Plane Coordinate System and the north line of said Refuge, to a ½ inch iron pipe found; thence, North 20 degrees 05 minutes 20 seconds West, 1,159.92 feet, to a concrete monument with disk stamped "201-42" found; thence, North 57 degrees 59 minutes 29 seconds West, 194.65 feet, to a concrete monument with disk stamped "201-41" found; thence, South 03 degrees 50 minutes 32 seconds West, 1,123.85 feet, to a ½ inch iron pipe found; thence, North 84 degrees 23 minutes 24 seconds West, 1,618.44 feet, to a ½ inch iron pipe found; thence, North 50 degrees 40 minutes 23 seconds West, 724.16 feet, to a ½ inch iron pipe found at a southeast corner of Lyndall Goff (Deed Book 48, Page 241); thence, with the east line of Goff and generally with an old fence, North 15 degrees 09 minutes 20 seconds East, 600.17 feet, to an iron rod set; thence, North 09 degrees 21 minutes 33 seconds East, 154.53 feet, to an iron rod set; thence, North 19 degrees 36 minutes 31 seconds West, 309.41 feet, to an iron rod set; thence, South 57 degrees 53 minutes 02 seconds East, 31.92 feet, to an iron rod set; thence, North 52 degrees 39 minutes 49 seconds East, 370.00 feet, to an iron rod set; thence, North 45 degrees 34 minutes 56 seconds East, 938.02 feet, to an iron rod set; thence, North 30 degrees 10 minutes 49 seconds East, 148.09 feet, to an iron rod set; thence, North 27 degrees 18 minutes 42 seconds East, 260.37 feet, to an iron rod set; thence, North 14 degrees 51 minutes 18 seconds East, 103.04 feet, to an iron rod set; thence, North 08 degrees 13 minutes 19 seconds East, 470.01 feet, to an iron rod set; thence, North 15 degrees 06 minutes 49 seconds East, 433.47 feet, to an iron rod set; thence, North 08 degrees 24 minutes 36 seconds East, 709.62 feet, to an iron rod set; thence, North 20 degrees 27 minutes 35 seconds East, 381.25 feet, to a 30-inch oak tree on the south line of Paul F. Teague and wife (Deed Book 113, Page 362); thence, South 80 degrees 54 minutes 04 seconds East, 2,212.42 feet, to a steel fence post found at the northwest corner of T. P. Bateman, Jr. heirs (Will Book 2, Page 359); thence, South 07 degrees 44 minutes 20 seconds West, 4,731.48 feet, to the Point of Beginning. Containing 287.86 acres within these bounds.

TRACT NO. 4:
(Map 037, Parcel 004.00)

A tract of land located in the Fifth Civil District, Decatur County, Tennessee, and being more particularly described as follows:

Begin at a ½ inch iron rod with identification cap stamped "PLS INC JACKSON TN" set, said rod being typical of all rods herein referred to as set, said point being the southwest corner of the parcel described herein, the southeast corner of another T. P. Bateman, Jr. heirs tract (Deed Book 84, Page 619) and being located at coordinates of North=483,203.00 feet and East=1,389,133.00 feet in the Tennessee State Plane Coordinate System (North American Datum-1927) and said point being corner number 200-39 on the north line of the Tennessee National Wildlife Refuge (Bussell Town Unit); thence, North 07 degrees 44 minutes 20 seconds East, 4,731.48 feet, with the grid of the Tennessee State Plane Coordinate System and the east line of the T. P. Bateman, Jr. heirs (Deed Book 84, Page 619), to a steel fence post found on the south line of Paul F. Teague and wife (Deed Book 113, Page 362); thence, South 80 degrees 54 minutes 04 seconds East, 1344.15 feet, along the south line of Teague, to an iron rod set at the northwest corner of James R. Goff and wife (Deed Book 133, Page 773); thence, South 01 degrees 03 minutes 19 seconds West, 4,0753.49 feet, along the west line of Goff, to a ½ inch iron pipe found on the north line of the Wildlife Refuge; thence, along said north line, North 64 degrees 56 minutes 41 seconds West, 946,29 feet, to a ½ inch iron pipe found; thence, South 01 degrees 38 minutes 02 seconds East, 1,140.41 feet, to a ½ inch iron pipe found; thence, South 89 degrees 18 minutes 13 seconds West, 1,211.35 feet to a ½ inch iron pipe found; thence, North 22 degrees 34 minutes 07 seconds East, 382.17 feet, to the Point of Beginning. Containing 167.05 acres within these bounds.

This being the same property conveyed to Tommy L. Graham by Clerk and Master's Deed, filed April 13, 2007, Deed Book 227, page 931, Register's Office of Decatur County, Tennessee.

TRACT NO. 5:
(Map 035, Parcel 028.17-portion)

Lying and being located on the South side of Brodies Landing Road in the 5th Civil District of Decatur County, Tennessee and being more particularly described as follows:

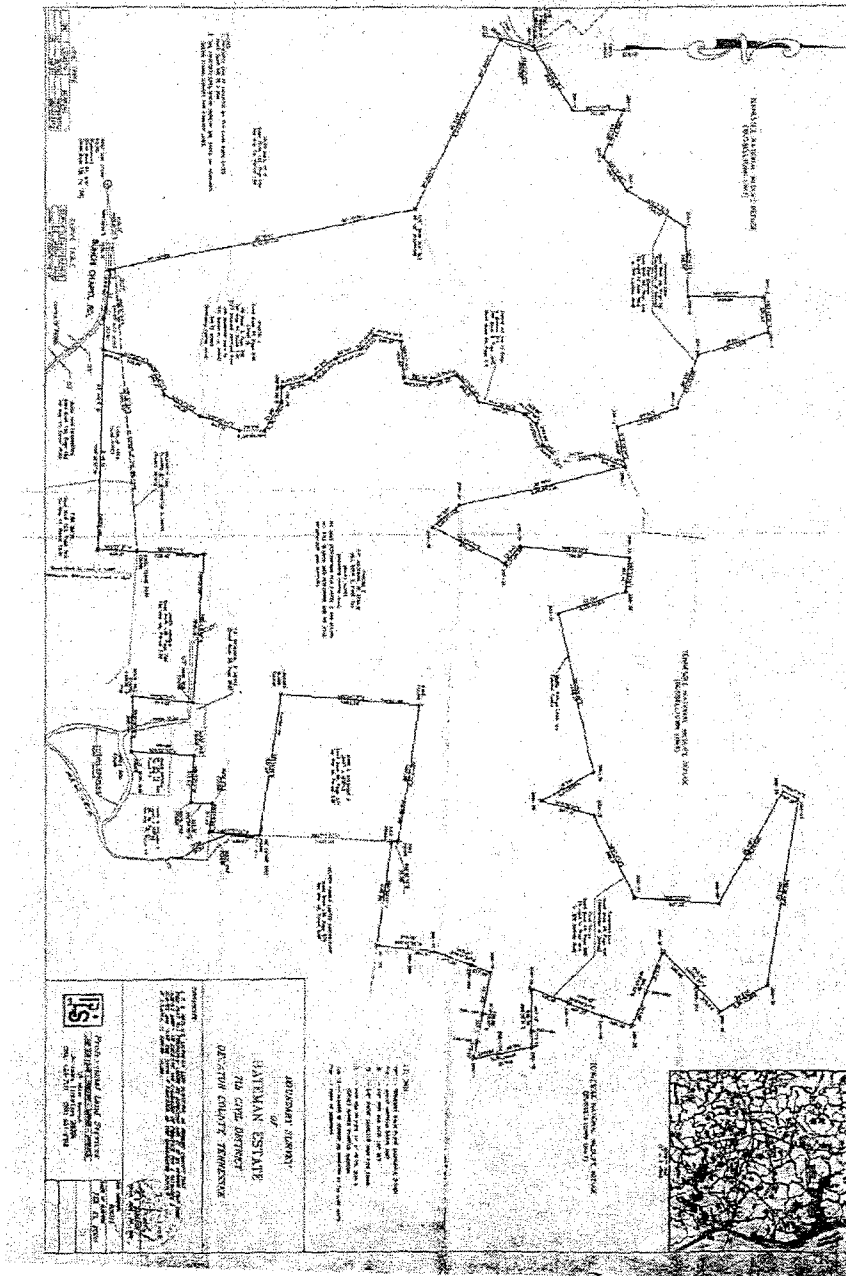
Beginning on found iron stake, said iron stake being the Southeast corner of the Richard & Kay King property (Deed Book 215, page 519) the northwest corner of the Tommy Graham property (Deed Book 227, page 931) and the southwest corner of the tract herein described; thence with the East line of King, North 14 degrees, 24 minutes, 29 seconds East 19.25 feet to a found iron pin; thence North 13 degrees, 28 minutes, 00 seconds East 25.79 feet to a point in the center of Brodies Landing Road (50' right-of-way); said point being the northwest corner of the tract herein described; thence with the center of Brodies Landing Road, South 76 degrees, 49 minutes, 10 seconds East 60.40 feet to a point in the center of Brodies Landing Road, said point being the northeast corner of the tract herein described; thence leaving said road with a new partition line, South 14 degrees, 09 minutes, 09 seconds West 25.00 feet to a ½" iron pin set with I.D. cap "LDG LLC" near the South margin of Brodies Landing Road; thence South 14 degrees, 09 minutes, 09 seconds West 15.78 feet to a ½" iron pin set with I.D. caps "LDG LLC" in the North line of Graham, said iron pin being the southeast corner of the tract herein described; thence with the North line of Graham, North 80 degrees, 52 minutes, 00 seconds West 60.40 feet back to the point of beginning containing 0.059 acres or 2583.038 square feet as surveyed by Land Development Group, Inc. (Jason W. Britt TN RLS 2904), 354 Joy Lane, P. O. Box 304, Lexington, TN 38351. All iron pins are ½" diameter and stamped with identification cap "LDG LLC". October 26, 2016. Bearings relative to Grid North.

Said acreage INCLUDES but hereby expressly EXCLUDES any and all portions of the public road right of ways leaving 0.024 taxable acres.

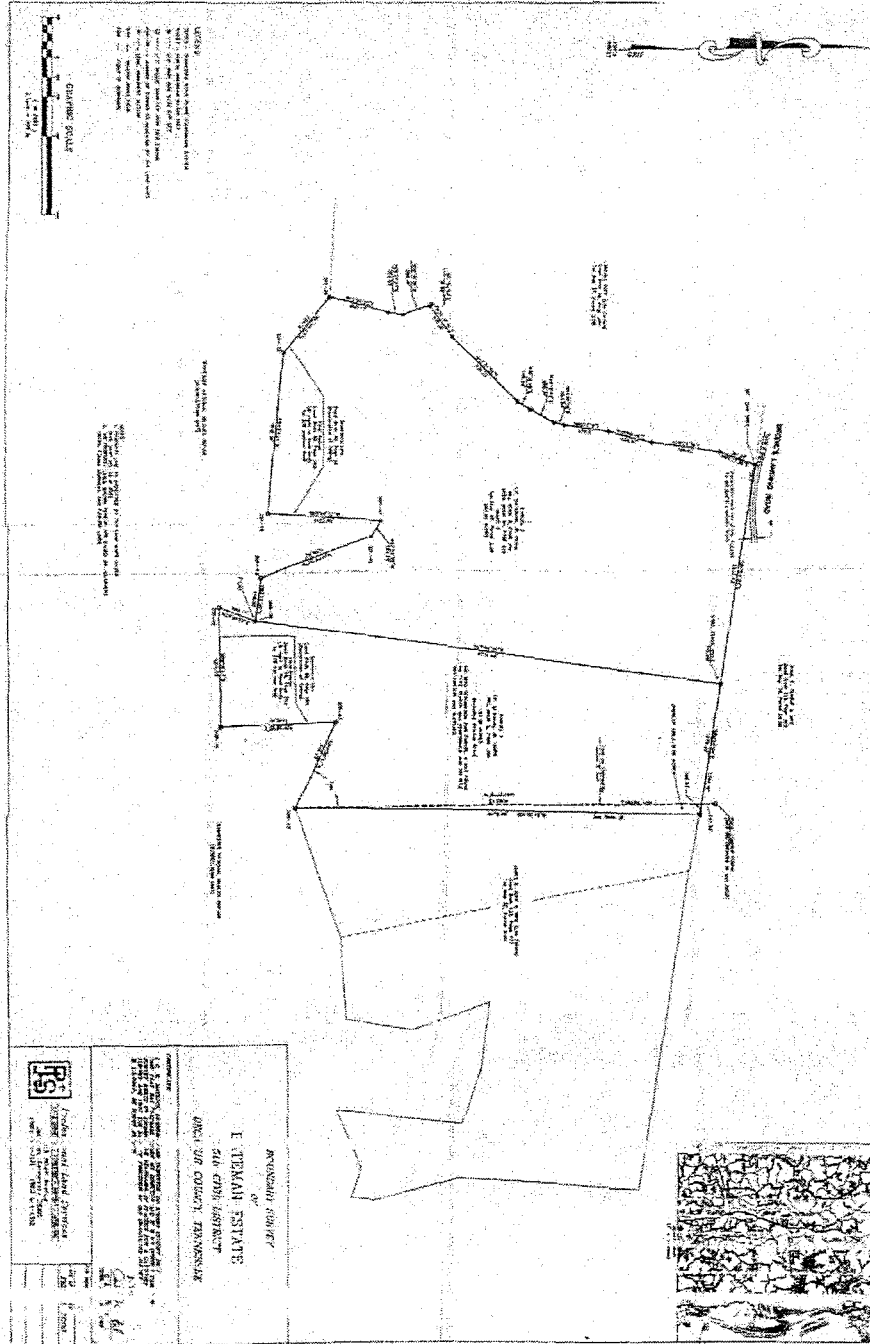
Being the same property conveyed to Tommy L. Graham by deed of record in Deed Book 315, page 609, Register's Office of Decatur County, Tennessee.

EXHIBIT "B"
Surveys of the Property

Survey #1:



Survey #2:



Survey #3:

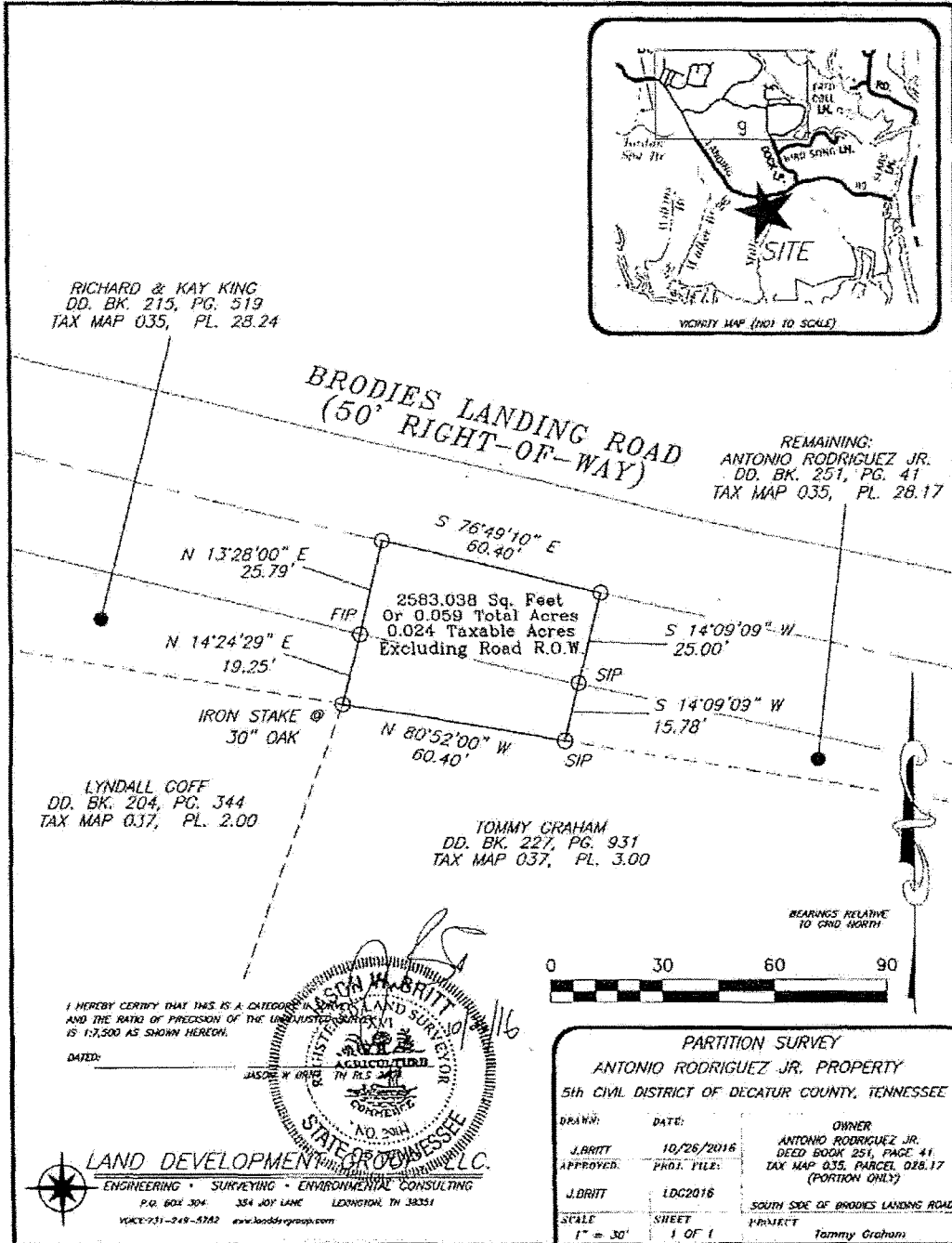


EXHIBIT "C"
Baseline Table of Contents

TABLE OF CONTENTS

Project Brief

Background Information

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

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

- Minutes of Board Meeting

Recitals

Legal Condition

- Deed of Conservation Easement with Property Description

Conservation Values

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

Flora and Fauna Reports

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

Archeological Report

- TN Division of Archeology Letter on Archeology Database

Photographs of Current Site Conditions

- Photo Point Map
- Photographs

Maps

- Aerial Photograph with Boundaries
- State Map
- County Map
- USGS Quadrangle Map
- Wetlands, Streams, & Watersheds Map
- Flood Map
- Soils Map with Descriptions & Prime Agricultural Soils

- Sub-surface Geology and Legend
- Land Use Map
- Survey Map
- Home Site Drawing
- Conservation Management Areas Map
- Anthropogenic Features Map
- Protected Areas & Ecoregional Portfolio Areas Map
- TN State Wildlife Action Plan Map
- Climate Resilience Map
- Natural Communities Map

Directions to Property, with map

References

Preparers' Qualifications

Exhibits

A. Conservation Easement

EXHIBIT "D-1"

[GPS Coordinates for Building Areas*]

SITE	LATITUDE	LONGITUDE	SIZE
Site #1	35° 40'39.52" N	88° 3'39.62" W	2 acres
Site #2	35° 42'52.57" N	88° 3'41.06" W	2 acres

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

EXHIBIT "D-2"

Map of Building Areas

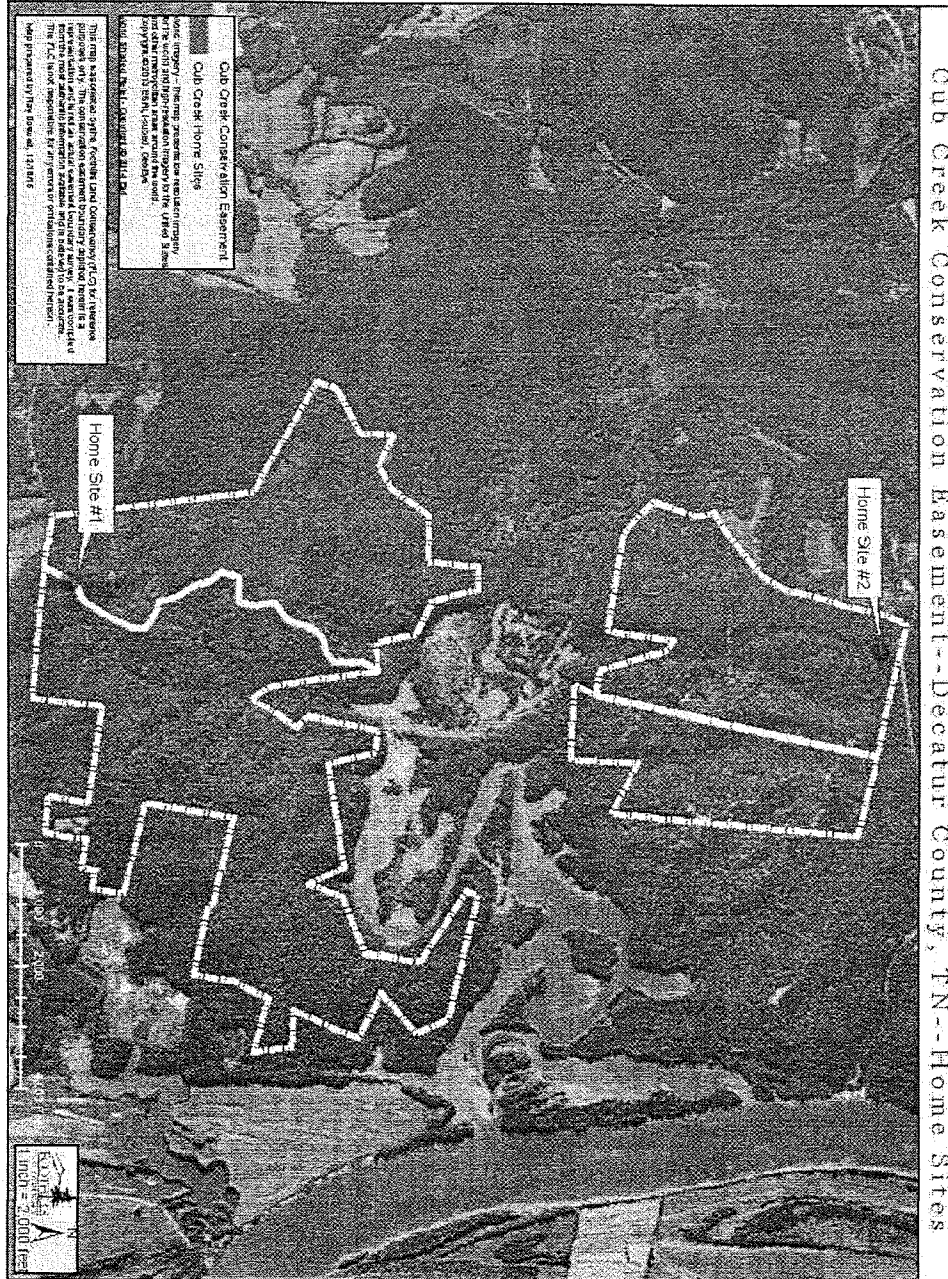


EXHIBIT "E"

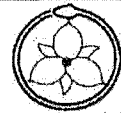
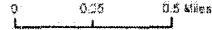
Map of Management Areas



Conservation Management Areas Map
Cub Creek, LLC - Conservation Easement Property
Decatur County, TN



Christopher R. Wilson
November 28, 2016
Note: easement and parcel boundaries
depicted on this map are for informational
purposes and do not represent legal surveys



CONSERVATION ECOLOGY LLC

CHICAGO TITLE INSURANCE COMPANY

P.O. Box 45023
Jacksonville, Florida 32232-5023
Phone: (877) 862-9111/Fax: (904) 564-1602

SCHEDULE A

File No. 8732 Commitment Number: 8732
Loan No.:

1. Commitment Date: November 15, 2016
2. Policy (or Policies) to be issued:
 - (a) x Owner's Policy () Policy Amount \$ 100,000.00 Premium \$ 387.50
Proposed Insured: Cub Creek Preserve, LLC
 - (b) Loan Policy (Loan Policy 6/17/06) Policy Amount \$ _____ Premium \$ _____
Proposed Insured: ISAOA/ATIMA, Its Successors, and for assigns, as
their interest may appear
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:
Cub Creek Preserve, LLC
5. The land referred to in the Commitment is described as follows: on Exhibit A attached.

WOOD LAW OFFICES, P.C.

By: 
Ricky L. Wood

**SCHEDULE B - SECTION I
REQUIREMENTS**

File No. 8732

Commitment No. 8732

Compliance with the following is required:

1. Instrument(s) necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record, to wit:
 - (A) Record in the Register's Office of Decatur County, Tennessee, a Corrective Deed of Conveyance from Tommy L. Graham to Cub Creek Preserve, LLC.
2. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
4. Furnish final survey, and this commitment is subject to such further exceptions or requirements, if any, as deemed necessary after examination.
5. Furnish executed Notice of Availability and Waiver of Title Insurance pursuant to T.C.A. Section 56-35-133 and as required by Departmental Regulation 30 (now No. 0781-1-12-10) Department of Insurance and Banking, State of Tennessee and signed by the buyer or mortgagor.
6.
 - (a) A Copy of the Operating Agreement for Cub Creek Preserve, LLC and any amendments, to confirm the identity of those persons authorized to execute the documents.
 - (b) Certificate of Existence from the Secretary of State in the state of formation for Cub Creek Preserve, LLC.
 - (c) Affidavit from Manger/Member authorizing the transaction with which Cub Creek Preserve, LLC is involved and confirming that there are not amendments, modifications, etc. or that any amendments/modifications are attached to the Affidavit.
7. Furnish property executed Affidavit to be signed by Seller, and this Commitment is subject to such further exceptions or requirements, if any as deemed necessary after examination.
8. Subject to deed of conveyance acceptable to the Company.
9. The Company reserves the right to make further requirements and /or exceptions upon being furnished with additional information regarding the identity, organization and ownership of the purposed insured.

(Any other matters to be required)

NOTE: This Commitment for Title Insurance does not constitute a report of title and is not to be relied upon by the insured(s) or any other party as a title report or the representation of the status of title. Any title search and examination conducted by or for the Company in connection with the issuance of this Commitment for Title Insurance, if any, is solely for the benefit of the Company. The sole liability of the Company and/or its issuing agent hereunder shall be as set forth in the Conditions and Stipulations of this Commitment for Title Insurance. Neither the Company nor its issuing agent shall be liable to the proposed insured(s) or any other party for any claim of alleged negligence, negligent misrepresentation, or any other cause of action in tort in connection with this Commitment for Title Insurance.

END OF SCHEDULE B - PART I

SCHEDULE B - SECTION II EXCEPTIONS

File No. 8732

Commitment No. 8732

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 record or attaching subsequent to the effective date but prior to the date the proposed Insured acquires the value of record the estate or interest or mortgage therein covered by this Commitment.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
3. Easements, or claims of easements, not shown by the public records.
4. The rights or claims of parties in possession not shown by the public records.
5. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records. County Taxes for the year 2016, liens, due and payable.

FOR INFORMATIONAL PURPOSES ONLY:

- 2016 County taxes \$182.00 are due. Map 35 Parcel 028.17
- 2016 county taxes \$ 1909.00 due Map 037 Parcel 003.00
- 2016 County taxes 1073.00 are due Map 037 Parcel 004.00
- 2016 county taxes \$ 3157.00 are due Map 044 parcel 001.001
- 2016 county taxes \$ 4150.00 are due Map 044 parcel 002.00
7. Acreage content of the subject land is not hereby insured. Reference to acreage is left in the description merely for convenience in identifying the Land.
8. Easements and incidental rights in that portion of land described in Schedule A. underlying public roads.
9. This property is subject to an Agreement (deed Establishing a boundary) filed April 30, 2010 in Book 258, age 165, Register's Office of Decatur County, Tennessee.
10. This property may be subject to a Greenbilet of record in the Register's office of Decatur County, Tennessee.
11. Rights or claims of others to the Land as to Tracts 1,2 and 4.

END SCHEDULE B – PART II

This instrument prepared by
Wood Law Offices, P.C.
Post Office Box 636
Parsons, Tennessee 38363

BK/PG: 258/165-168
10058947

4 PGS : AL - AGREEMENT	
04/30/2010 - 02:14 PM	
VALUE	0.00
MTG TAX	0.00
TRN TAX	0.00
REC FEE	20.00
DP FEE	2.00
REG FEE	0.00
TOTAL	22.00

DEED ESTABLISHING A BOUNDARY

STATE OF TENNESSEE, DECATUR COUNTY
DON DAVIS
REGISTER OF DEEDS

This agreement, made this 29 day of April, 2010, by and between

TOMMY L. GRAHAM, Party of the First Part; and **RICHARD D. KING AND WIFE,**
KAY G. KING, Parties of the Second Part;

That whereas, the parties hereto are the owners of adjoining lands situated in 5th Civil District of Decatur County, Tennessee, the lands of the Party of the First Part, being described in Deed, recorded in Book 227, Page 931, of record in the office of the Register of Deeds of Decatur County; and the lands of Parties of the Second Part being described in Deed recorded in Book 209, Page 149, of record in the office of the Register's Office of Decatur County, Tennessee.

And whereas, some question has arisen concerning the dividing line between the property of the Party of the First Part and that of the Parties of the Second Part;

And whereas, it is the desire of the parties hereto definitely to fix and establish the boundary line between their said properties;

Now, therefore, the said Party of the First Part and Parties of the Second Part in consideration of the premises and the sum of One Dollar, each to the other in hand paid, the receipt of which is hereby acknowledged, do hereby covenant and agree that the boundary line between their said properties shall be as follows:

Lying and being in the 5th Civil District of Decatur County, Tennessee and being more particularly described as follows:

BEGINNING on a steel fence post, same being located at 1344.15 feet South 80 degrees 54 minutes 04 seconds East of a steel fence post located on the North boundary line of the property owned by Graham (Book 227, Page 931,

DECATUR COUNTY ASSESSOR'S OFFICE
MAF 037 GP
PARCEL 007.00

Parcel 4); thence, South 01 degrees 3 minutes 19 seconds West 4075.49 to a set steel post. This being the East severance line of the Graham property and the West severance line of the tract owned by King.

It is mutually understood and agreed by and between the parties hereto that the line hereinabove fixed shall be the East line of the property of the Party of the First Part and the West line of the property of the Parties of the Second Part, and the said Party of the First Part does hereby bargain, sell, and convey unto the said Parties of the Second Part, all of the land in which he has an interest whatsoever lying West of said line; and the said Parties of the Second Part do hereby bargain, sell and convey unto the said Party of the First Part all land in which they have an interest lying East of said line.

In testimony whereof, the Parties of the First and Second Parts have hereunto set their signatures this the day and year first above written.

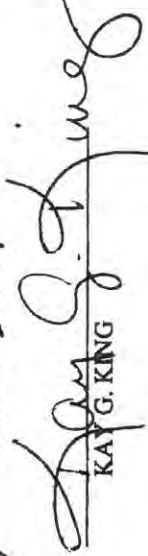


TOMMY D. GRAHAM

PARTY OF THE FIRST PART



RICHARD D. KING



KAY G. KING

PARTIES OF THE SECOND PART

-----ACKNOWLEDGMENT-----

STATE OF TENNESSEE
COUNTY OF Decatur

Personally appeared before me, the undersigned, a Notary Public, in and for said State and County, the within named **TOMMY L. GRAHAM**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office in Decatur County, Tennessee, this the 27th day of April, 2010.



Kimberl Brooks
Notary Public

My commission expires 8/29/2011.

-----ACKNOWLEDGMENT-----

STATE OF TENNESSEE
COUNTY OF Barola

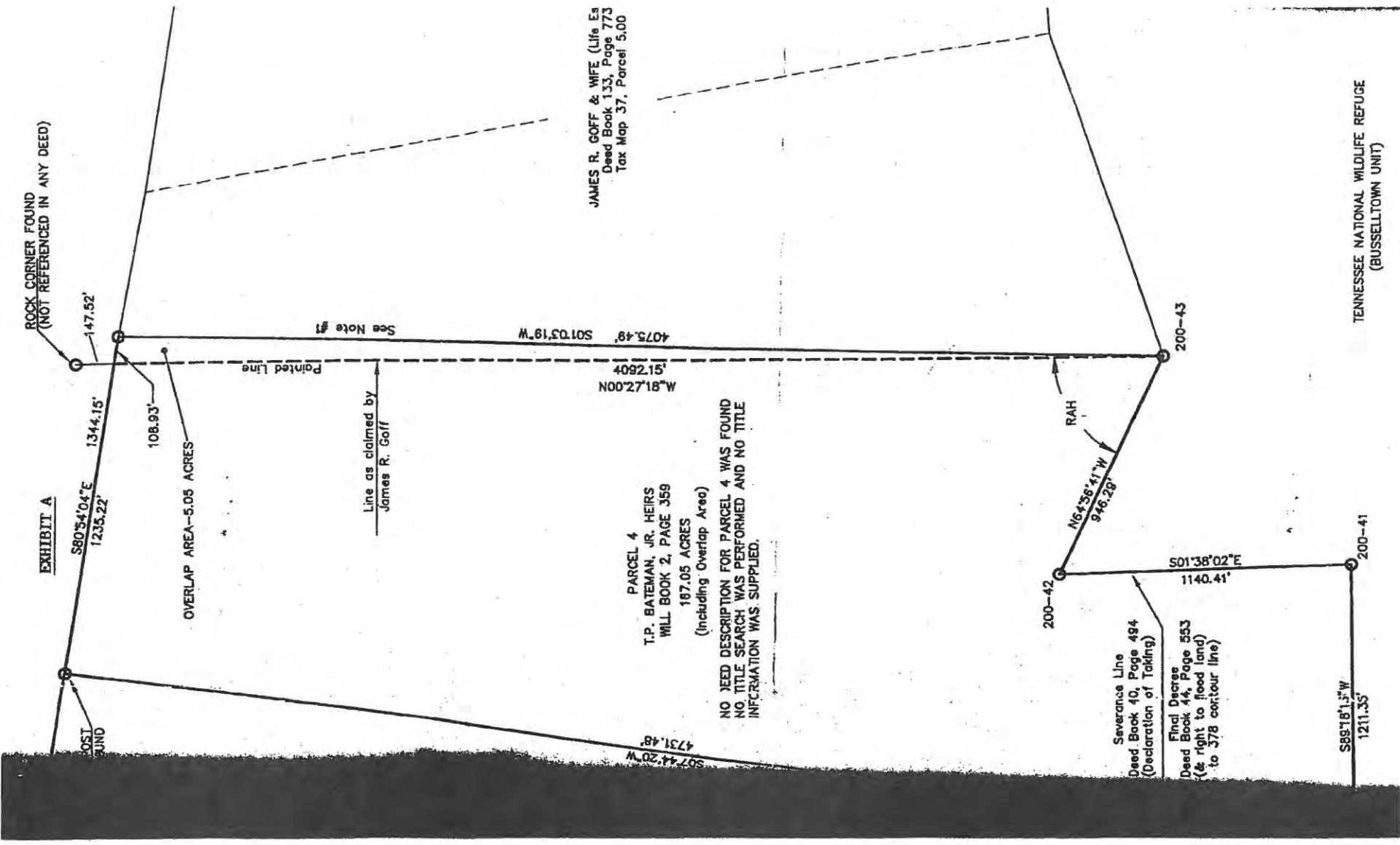
Personally appeared before me, the undersigned, a Notary Public, in and for said State and County, the within named **RICHARD D. KING AND WIFE, KAY G. KING**, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office in Barola County, Tennessee, this the 16th day of April, 2010.

Patricia Bone
Notary Public

My commission expires 8/3/2012





TITLE OPINION

TO: Foothills Land Conservancy

FROM: Wood Law Offices, P.C., Parsons, Tennessee

RE: Real Estate owned by Cub Creek Preserve, LLC
Map 035, Parcel 28.17
Map 037, Parcels 003.00 and 004.00
Map 044, Parcels 001.01 and 002.00

The undersigned hereby certifies that based upon a personal examination of the public records in the Register's Office, the County Trustee's Office, the Clerk and Master's Office and Circuit Court Clerk's Office of Decatur County, Tennessee, on the 20th day of December, 2016, at 10:00 o'clock A.M., the fee simple title is vested in Cub Creek Preserve, LLC, of record as hereinafter set forth in the property description.

SEE EXHIBIT A ATTACHED

ENCUMBRANCES AND EXCEPTIONS

1. Taxes: Taxes for the year 2016 were reported due and payable in the following amounts: \$182.00 (Map 035, Parcel 028.17); Taxes for the year 2016 were reported paid in the following amounts: \$1,909.00 (Map 037, Parcel 003.00); \$1,073.00 (Map 037, Parcel 004.00); \$3,157.00 (Map 044, Parcel 001.01); and \$4,150.00 (Map 044, Parcel 002.00) by the Trustee's Office of Decatur County, Tennessee. If improvements are completed after January 1 of any year, the law requires supplemental assessment for the year in which improvements are completed as defined by statute. We assume no liability for taxes assessed by correction pursuant to the provisions of Section 67-5-603, *et seq.*, Tenn. Code Ann.
2. Mortgages, Liens, Easements, Etc.: No conveyances for mortgages, liens or easements were found on the books and records of the Register's Office of Decatur County, Tennessee, that were not previously released, except:
 - B) This property is subject to an Agreement (Deed Establishing A Boundary) filed April 30, 2010, in Book 258, Page 165, Register's Office of Decatur County, Tennessee.

(See instrument for complete terms and conditions as well as possible rights and options of the mortgagee or holder thereof, including rights respecting assumption of the debt secured thereby).
3. Survey: The description herein above used was taken from the title deeds as appear of record and does not result from a current survey. This Title Opinion is therefore subject to such state of facts and other matters as an accurate survey may reveal, including any errors, omissions, discrepancies and other matters concerning the description thereof and other holder adverse to the recorded owners to all or any part of said premises as may actually exist.

4. This **title opinion** does not make any representation with regard to (a) any parties in possession; (b) deficiencies in quantities of land; (c) boundary line disputes and location of improvements; (d) roadways; (e) any unrecorded easements; (f) any unrecorded liens, including liens for labor performed and materials furnished within the statutory period; (g) accuracy of the index books of the Register's Office for Decatur County, Tennessee; (h) any matter not of record in the Register's Office for Decatur County, Tennessee, which would be disclosed by an accurate survey or inspection of the property; (i) any undisclosed heirs; (j) any fraud or forgery in connection with any of the instruments in the chain of title; (k) mental incompetence; (l) confusion with regard to the name or proper identity of parties; (m) improprieties with regard to delivery of deeds; (n) marital rights (spouse or former spouse of past owner not revealed in the instruments); (o) any instrument executed by a minor; (p) lack of requisite capacity or approval of any corporation, partnership, trust or other entity; (q) lack of authority of any person executing an instrument on behalf of a corporation, partnership, trust or other entity or as an attorney-in-fact or representative for another person; (r) governmental building and zoning laws and regulations; (s) any threatened or pending lawsuits or other actions, unless notice thereof has been recorded in the Register's Office for Decatur County, Tennessee; (t) any environmental law or protection matters or problems, unless notice thereof has been recorded in the Register's Office for Decatur County, Tennessee; (u) any matter or claim arising by reason of the operation of any bankruptcy, insolvency, receivership, or similar creditors' rights laws; or (v) any claim asserted by Bureau of TennCare pursuant to T.C.A. 71-5-116. These are matters which would not be revealed by an examination of the records in the Register's Office Decatur County, Tennessee, and are therefore matters which we have not examined and about which we make no representation.

5. This **title opinion** is for the exclusive benefit of Foothills Land Conservancy and may not be relied upon by any other lender or party, and the liability of the undersigned is expressly limited to the fee paid for the services rendered.

Based upon the search made in this request, I believe the title in the above named party to be good.

Wood Law Offices, P.C.

Ricky L. Wood

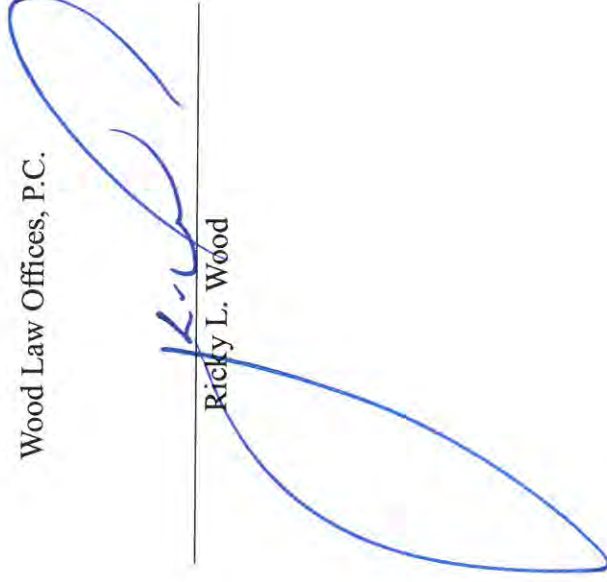


EXHIBIT A

TRACT NO. 1:
(Map 044, Parcel 001.01)

A tract of land located in the Seventh Civil District, Decatur County, Tennessee and being more particularly described as follows:

Begin at a concrete monument with a brass disk stamped "204-12", being the corner number assigned to this monument, as found on the east line of Glen Odle, et al (Deed Book 132, Page 159), said point being located on south line of the Tennessee National Wildlife Refuge (Busselltown Unit), said point being located at coordinated of North=478,600.00 feet and East=1,384,419.00 feet in the Tennessee State Plane Coordinate System (NAD-27), and running thence with the grid of said coordinate system and the south line of the Wildlife Refuge, North 59 degrees 05 minutes 36seconds East, 815.23 feet, to a concrete monument with disk stamped "204-11"; thence, North 00 degrees 11 minutes 47 seconds East, 551.85 feet, to a ½ inch iron pipe found; thence, South 66 degrees 37 minutes 31 seconds East, 537.00 feet, to a ½ inch iron pipe found; thence, North 55 degrees 19 minutes 36 seconds East, 450.00 feet, to a ½ inch iron pipe found; thence, North 32 degrees 31 minutes 51 seconds East, 758.70 feet, to a concrete monument with disk stamped "204-7"; thence, North 87 degrees 11 minutes 13 seconds East, 748.92 feet, to a concrete monument with disk stamped "204-6" thence, North 01 degrees 15 minutes 53 seconds East, 829.84 feet, to a 'A'-inch iron pipe found; thence, North 83 degrees 42 minutes 21 seconds East, 371.64 feet, to a 1/2-inch iron pipe found; thence, South 18 degrees 14 minutes 38 seconds East, 794.32 feet, to a 1/4-inch iron pipe found; thence, South 67 degrees 11 minutes 19 seconds East, 612.48 feet, to a 1/2-inch pipe found; thence, South 16 degrees 58 minutes 47 seconds East, 678.03 feet, to a 1/2-inch iron rod found; thence, North 79 degrees 49 minutes 34 seconds East, 440.40 feet, to a 'A'-inch iron pipe found on the crest of a ridge; thence, following the crest of the ridge, South 21 degrees 17 minutes 46 seconds West, 345.58 feet, to a 1/2-inch iron rod with identification cap stamped "PLS INC JACKSON TN" set, said rod being typical of all iron rods herein referred to as set; thence, South 04 degrees 49 minutes 10 seconds East, 416.79 feet, to an iron rod set; thence, South 42 degrees 07 minutes 23 seconds West, 205.84 feet, to an iron rod set; thence, South 72 degrees 25 minutes 57 seconds West, 250.64 feet, to an iron rod set; thence, South 42 degrees 12 minutes 50 seconds West, 163.86 feet, to an iron rod set; thence, South 14 degrees 36 minutes 25 seconds West, 494.29 feet, to an iron rod set; thence, South 47 degrees 42 minutes 38 seconds West, 362.32 feet, to an iron rod set; thence, South 13 degrees 55 minutes 57 seconds East, 301.02 feet, to an iron rod set; thence, South 10 degrees 13 minutes 07 seconds West, 293.25 feet, to an iron rod set; thence, South 85 degrees 12 minutes 36 seconds West, 404.60 feet, to an iron rod set; thence, South 14 degrees 16 minutes 36 seconds West, 298.25 feet, to an iron rod set; thence, South 49 degrees 00 minutes 14 seconds East, 210.95 feet, to an iron rod set; thence, South 20 degrees 47 minutes 48 seconds East, 291.59 feet, to an iron rod set; thence, South 38 degrees 30 minutes 20 seconds East, 345.46 feet, to an iron rod set; thence, South 15 degrees 11 minutes 54 seconds East, 316.05 feet, to an iron rod set; thence, South 88 degrees 48 minutes 05 seconds East, 159.78 feet, to an iron rod set; thence, South 58 degrees 41 minutes 36 seconds East, 351.13 feet, to an iron rod set; thence, South 00 degrees 23 minutes 45 seconds East, 263.42 feet, to an iron rod set; thence, South 20 degrees 35 minutes 44 seconds West, 443.15 feet, to an iron rod set; thence, South 29 degrees 51 minutes 57 seconds West, 449.35 feet, to an iron rod set; thence, South 63 degrees 53 minutes 11 seconds West, 346.22 feet, to an iron rod set; thence, South 18 degrees 50 minutes 19 seconds West, 541.59 feet, to an iron rod set on the north line of Hearington (Deed Book 130, Page 492); thence, North 88 degrees 30 minutes 51 seconds West, 353.65 feet, along the north line of Hearington, to a 1/2-inch iron rod set on the north right-of-way line of

Bunch Chapel Road (50-foot right-of-way); thence, westerly a distance of 105.54 feet, along the arc of a curve to the left, said curve having a radius of 440.00 feet and a chord of North 77 degrees 07 minutes 09 seconds West, 105.29 feet, to a point; thence, North 83 degrees 59 minutes 27 seconds West, 267.16 feet, to a point; thence, North 86 degrees 09 minutes 24 seconds West, 142.64 feet, to an iron rod set on the east line of Glen Odle; thence, North 11 degrees 09 minutes 26 seconds West, 3,341.12 feet, along the east line of Odle, to an iron rod set at an 18-inch sycamore tree on the east bank of a creek; thence, North 63 degrees 28 minutes 24 seconds West, along the east line of Odle and passing a 1/2-inch iron rod set at a distance of 2,056.12 feet, a total distance of 2,079.30 feet, to the centerline of a creek; thence, North 14 degrees 23 minutes 03 seconds East, 354.20 feet, along the creek, to the Point of Beginning.

Containing 341.15 acres within these bounds.

The above described tract is subject to claims of ownership by the adjoiners to the south. These claims amount to 2.57 acres of land and are more clearly defined on the attached survey plat.

TRACT NO. 2:
(Map 044, Parcel 002.00)

A tract of land located in the Seventh Civil District, Decatur County, Tennessee and being more particularly described as follows:

Begin at a rock pile found at the southwest corner of that tract conveyed to the T. P. Bateman, Jr. Heirs, as described in Deed Book 58, Page 268, said point being an interior northeast corner of James Arnold (Deed Book 126, Page 726); thence, North 06 degrees 27 minutes 24 seconds East, 663.03 feet, with the grid of the Tennessee State Plane Coordinate System and along an east line of Arnold, to a 1/2-inch iron rod found at a 24-inch white oak tree, the northeast of Arnold; thence, North 85 degrees 43 minutes 40 seconds West, 1,619.14 feet, along the north line of Arnold, to a 1/2-inch iron rod with identification cap stamped "PLS INC JACKSON TN", said rod being typical of all rods herein referred to as being set; thence, South 02 degrees 25 minutes 31 seconds West, 1,152.43 feet, along the west line of Arnold and Pam Smith (Deed Book 124, Page 362), to an iron rod set; thence, North 88 degrees 30 minutes 51 seconds West, 2,149.16 feet, along a north line of Smith and Herington (Deed Book 130, Page 492), to an iron rod set; thence, North 18 degrees 50 minutes 19 seconds East, 541.59 feet, along the crest of a ridge, to an iron rod set; thence, North 63 degrees 53 minutes 11 seconds East, 346.22 feet, to an iron rod set; thence, North 29 degrees 51 minutes 57 seconds East, 449.35 feet, to an iron rod set; thence, North 20 degrees 35 minutes 44 seconds East, 443.15 feet, to an iron rod set; thence, North 00 degrees 23 minutes 45 seconds West, 263.42 feet, to an iron rod set; thence, North 58 degrees 41 minutes 36 seconds West, 351.13 feet, to an iron rod set; thence, North 88 degrees 48 minutes 05 seconds West, 159.78 feet, to an iron rod set; thence, North 15 degrees 11 minutes 54 seconds West, 316.05 feet to an iron rod set; thence, North 38 degrees 30 minutes 20 seconds West, 345.46 feet, to an iron rod set; thence, North 20 degrees 47 minutes 48 seconds West, 291.59 feet, to an iron rod set; thence, North 49 degrees 00 minutes 14 seconds West, 210.95 feet, to an iron rod set; thence, North 14 degrees 16 minutes 36 seconds East, 298.25 feet, to an iron rod set; thence, North 85 degrees 12 minutes 36 seconds East, 404.60 feet, to an iron rod set; thence, North 10 degrees 13 minutes 07 seconds East, 293.25 feet, to a point; thence, North 13 degrees 55 minutes 57 seconds West, 301.02 feet, to an iron rod set; thence, North 47 degrees 42 minutes 38 seconds East, 362.32 feet, to an iron rod set; thence, North 14 degrees 36 minutes 25 seconds East, 494.29 feet, to an iron rod set; thence, North 42 degrees 12 minutes 50 seconds East, 163.86 feet, to an iron rod set; thence, North 72 degrees 25 minutes 57 seconds East, 250.64 feet, to an iron rod set; thence, North 42 degrees 07 minutes 23 seconds East, 205.84 feet, to an iron rod set; thence, North 04 degrees 49 minutes 10 seconds West, 416.79 feet, to an iron rod set; thence, North 21 degrees 17 minutes 46 seconds East, 345.58 feet, to a 1/2-inch iron pipe found on the south line of the

Tennessee National Wildlife Refuge (Bussell Town Unit), being Corner No. 200-38; thence, following the south line of the Wildlife Refuge, South 12 degrees 56 minutes 20 seconds East, 1,830.48 feet, to a concrete monument found with disk stamped "200-37"; thence, South 40 degree's 03 minutes 35 seconds East, 385.45 feet, to a concrete monument found with disk stamped "200-36"; thence, North 25 degrees 51 minutes 21 seconds East, 874.16 feet, to a 1/2-inch iron pipe found; thence, North 48 degrees 48 minutes 40 seconds West, 244.03 feet, to a 1/2-inch iron pipe found; thence, North 06 degrees 02 minutes 23 seconds East, 1,184.09 feet, to a 1/2-inch iron pipe found; thence, South 82 degrees 53 minutes 15 seconds East, 364.44 feet, to a 'A'-inch iron pipe found; thence, South 18 degrees 55 minutes 53 seconds East, 767.22 feet, to a 'A'-inch iron pipe found; thence, North 77 degrees 04 minutes 02 seconds East, 1,748.17 feet, to a 1/2-inch iron pipe found; thence, South 28 degrees 57 minutes 17 seconds East, 663.91 feet, to a 1/2-inch iron pipe found; thence, North 14 degrees 00 minutes 42 seconds East, 607.17 feet, to a 1/2-inch iron pipe found; thence, North 64 degrees 14 minutes 12 seconds East, 996.21 feet, to a 'A'-inch iron pipe found; thence, North 04 degrees 10 minutes 22 seconds East, 937.33 feet, to a 1/2-inch iron pipe found; thence, North 60 degrees 43 minutes 52 seconds West, 1,394.30 feet, to a concrete monument found with disk stamped "200-25"; thence, North 28 degrees 07 minutes 31 seconds East, 187.50 feet, to a concrete monument found with disk stamped "200-24"; thence, South 80 degrees 39 minutes 49 seconds East, 2,042.76 feet, to a 1/2-inch iron pipe found; thence, South 28 degrees 31 minutes 46 seconds East, 572.60 feet, to an iron rod found with disk stamped "200-22"; thence, South 45 degrees 01 minutes 24 seconds West, 903.42 feet, to an iron rod found with disk stamped "20021"; thence, South 66 degrees 43 minutes 22 seconds East, 861.61 feet to an iron rod found with disk stamped "200-20"; thence, South 19 degrees 49 minutes 24 seconds West, 1,158.27 feet, to an iron rod found with disk stamped "200-19"; thence, North 89 degrees 30 minutes 31 seconds East, 640.54 feet, to an iron rod found with disk stamped "200-18"; thence, South 11 degrees 07 minutes 59 seconds East, 619.10 feet, to an iron rod found with disk stamped "200-17"; thence, North 79 degrees 25 minutes 47 seconds West, 939.88 feet, to a concrete monument found with disk stamped "200-16"; thence, South 20 degrees 41 minutes 25 seconds West, 663.34 feet, to a concrete monument found with disk stamped "200-15"; thence, South 05 degrees 41 minutes 25 seconds West, 615.70 feet, to an iron rod found with disk stamped "200-55", said point being on the north line of Volner Family Limited Partnership (Deed Book 133, Page 529); thence, North 81 degrees 50 minutes 11 seconds West, 1,149.55 feet, along the north line of said partnership, to an axle found on the east line of Mark S. Kolinski (Deed Book 85, Page 221); thence, North 02 degrees 12 minutes 45 seconds East, 70.08 feet, along the east line of Kolinski, to an axle found; thence, North 81 degrees 17 minutes 07 seconds West, 1,485.66 feet, along the north line of Kolinski, to an axle found; thence, South 05 degrees 00 minutes 17 seconds West, 1,492.29 feet, along the west line of Kolinski, to a grader blade found; thence, South 81 degrees 14 minutes 01 seconds East, 1,531.97 feet, along the south line of Kolinski, to an 18-inch cedar tree on the west line of the Volner Family Limited Partnership; thence, South 03 degrees 33 minutes 04 seconds West, 530.67 feet, along said line, to a rock pile found on the north line of Mark S. Kolinski (Deed Book 98, Page 217); thence, North 85 degrees 18 minutes 00 seconds West, 311.93 feet, with Kolinski, to a rock pile found; thence, South 02 degrees 59 minutes 05 seconds West, 227.51 feet, with Kolinski, to a rock pile found; thence, North 86 degrees 13 minutes 15 seconds West, 513.93 feet, with Kolinski, to a rock pile found; thence, South 04 degrees 07 minutes 53 seconds West, 684.68 feet, with the west line of Kolinski and James Arnold (Deed Book 126, Page 726), to a 1/2-inch iron rod found at a stump; thence, North 88 degrees 19 minutes 02 seconds West, 585.04 feet, with the north line of Arnold, to the Point of Beginning.

Containing 584.07 acres within these bounds.

The above described tract is subject to claim of ownership by adjoiner to the south. The claim amounts to 15.08 acres of land and is more clearly defined on the attached survey plat.

TRACT NO. 3:
(Map 037, Parcel 003.00)

A tract of land located in the Fifth Civil District, Decatur County, Tennessee, and being more particularly described as follows:

Begin at a 1/2-inch iron rod with identification cap stamped "PLS INC JACKSON TN" set, said rod being typical of all rods herein referred to as set, said point being the southwest corner of another T. P. Bateman, Jr. heirs tract and being located at coordinates of North=483,203.00 feet and East=1,389,133.00 feet in the Tennessee State Plane Coordinate System (North American Datum-1927) and said point being corner number 200-39 on the north line of the Tennessee National Wildlife Refuge (Bussell Town Unit); thence, North 82 degrees 12 minutes 00 seconds West, 449.00 feet with the grid of the Tennessee State Plane Coordinate System and the north line of said Refuge, to a 1/2-inch iron pipe found; thence, North 20 degrees 05 minutes 20 seconds West, 1,159.92 feet, to a concrete monument with disk stamped "201-42" found; thence, North 57 degrees 59 minutes 29 seconds West, 194.65 feet, to a concrete monument with disk stamped "201-41" found; thence, South 03 degrees 50 minutes 32 seconds West, 1,123.85 feet, to a 1/2-inch iron pipe found; thence, North 84 degrees 23 minutes 24 seconds West, 1,618.44 feet, to a 1/2-inch iron pipe found; thence, North 50 degrees 40 minutes 23 seconds West, 724.16 feet, to a 1/2-inch iron pipe found at a southeast corner of Lyndall Goff (Deed Book 48, Page 241); thence, with the east line of Goff and generally with an old fence, North 15 degrees 09 minutes 20 seconds East, 600.17 feet, to an iron rod set; thence, North 09 degrees 21 minutes 33 seconds East, 154.53 feet, to an iron rod set; thence, North 19 degrees 36 minutes 31 seconds West, 309.41 feet, to an iron rod set; thence, South 57 degrees 53 minutes 02 seconds East, 31.92 feet, to an iron rod set; thence, North 52 degrees 39 minutes 49 seconds East, 370.00 feet, to an iron rod set; thence, North 45 degrees 34 minutes 56 seconds East, 938.02 feet, to an iron rod set; thence, North 30 degrees 10 minutes 49 seconds East, 148.09 feet, to an iron rod set; thence, North 27 degrees 18 minutes 42 seconds East, 260.37 feet, to an iron rod set; thence, North 14 degrees 51 minutes 18 seconds East, 103.04 feet, to an iron rod set; thence, North 08 degrees 13 minutes 19 seconds East, 470.01 feet, to an iron rod set; thence, North 15 degrees 06 minutes 49 seconds East, 433.47 feet, to an iron rod set; thence, North 08 degrees 24 minutes 36 seconds East, 709.62 feet, to an iron rod set; thence, North 20 degrees 27 minutes 35 seconds East, 381.25 feet, to a 30-inch oak tree on the south line of Paul F. Teague and wife (Deed Book 113, Page 362); thence, South 80 degrees 54 minutes 04 seconds East, 2,212.42 feet, to a steel fence post found at the northwest corner of T. P. Bateman, Jr. heirs (Will Book 2, Page 359); thence, South 07 degrees 44 minutes 20 seconds West, 4,731.48 feet, to the Point of Beginning.

Containing 287.86 acres within these bounds.

TRACT NO. 4:
(Map 037, Parcel 004.00)

A tract of land located in the Fifth Civil District, Decatur County, Tennessee, and being more particularly described as follows:

Begin at a 1/2-inch iron rod with identification cap stamped "PLS INC JACKSON TN" set, said rod being typical of all rods herein referred to as set, said point being the southwest corner of the parcel described herein, the southeast corner of another T. P. Bateman, Jr. heirs tract (Deed Book 84, Page 619) and being located at coordinates of North=483,203.00 feet and East=1,389,133.00 feet in the Tennessee State Plane Coordinate System (North American Datum-1927) and said point being corner number 200-39 on the north line of the Tennessee National Wildlife Refuge (Bussell Town Unit); thence, North 07 degrees 44 minutes 20 seconds East, 4,731.48 feet, with the grid of the Tennessee State Plane Coordinate System and the east line of the T. P. Bateman, Jr. heirs (Deed Book 84, Page 619), to a steel fence post found on the south line of Paul F. Teague and wife (Deed Book 113, Page 362); thence, South 80 degrees 54 minutes 04 seconds East, 1,344.15 feet,

along the south line of Teague, to an iron rod set at the northwest corner of James R. Goff and wife (Deed Book 133, Page 773); thence, South 01 degrees 03 minutes 19 seconds West, 4,0753.49 feet, along the west line of Goff, to a 1/2-inch iron pipe found on the north line of the Wildlife Refuge; thence, along said north line, North 64 degrees 56 minutes 41 seconds West, 946.29 feet, to a 1/4-inch iron pipe found; thence, South 01 degrees 38 minutes 02 seconds East, 1,140.41 feet, to a 1/2-inch iron pipe found; thence, South 89 degrees 18 minutes 13 seconds West, 1,211.35 feet, to a 1/2-inch iron pipe found; thence, North 22 degrees 34 minutes 07 seconds East, 382.17 feet, to the Point of Beginning.

Containing 167.05 acres within these bounds.

The above described tract is subject to a claim of ownership by the adjoiner to the east. The claim amounts to 5.05 acres of land and is more clearly defined on the attached survey plat.

TRACT NO. 5:
(Map 035, Parcel 028.17—portion)

Lying and being located on the South side of Brodies Landing Road in the 5th Civil District of Decatur County, Tennessee and being more particularly described as follows:

Beginning on found iron stake, said iron stake being the Southeast corner of the Richard & Kay King property (Dd. Bk. 215, Pg. 519) the Northwest corner of the Tommy Graham property (Dd. Bk. 227, Pg. 931) and the Southwest corner of the tract herein described; thence with the East line of King, North 14 deg., 24 min., 29 sec., East 19.25 ft. to a found iron pin; thence North 13 deg., 28 min., 00 sec., East 25.79 ft. to a point in the center of Brodies Landing Road (50' right-of-way), said point being the Northwest corner of the tract herein described; thence with the center of Brodies Landing Road, South 76 deg., 49 min., 10 sec., East 60.40 ft. to a point in the center of Brodies Landing Road, said point being the Northeast corner of the tract herein described; thence leaving said road with a new partition line, South 14 deg., 09 min., 09 sec., West 25.00 ft. to a 1/2" iron pin set with I.D. cap "LDG LLC" near the South margin of Brodies Landing Road; thence South 14 deg., 09 min., 09 sec., West 15.78 ft. to a 1/2" iron pin set with I.D. cap "LDG LLC" in the North line of Graham, said iron pin being the Southeast corner of the tract herein described; thence with the North line of Graham, North 80 deg., 52 min., 00 sec., West 60.40 ft. back to the point of beginning containing 0.059 acres or 2583.038 square feet as surveyed by Land Development Group, Inc. (Jason W. Britt TN RLS 2904). Address: 354 Joy Lane, P.O. Box 304, Lexington, TN 38351. All iron pins are 1/2" dia. and stamped with identification cap "LDG LLC". October 26, 2016. Bearings relative to Grid North.

Said acreage INCLUDES but hereby expressly EXCLUDES any and all portions of the public road right of ways leaving 0.024 taxable acres.

This being the same property conveyed to Cub Creek Preserve, LLC by Quitclaim Deed of Tommy L. Graham, field November 14, 2016, in Deed Book 315, Page 681, Register's Office of Decatur County, Tennessee.