

PREPARED BY J. GILBERT PARRISH, JR., ATTORNEY AT LAW
60 BRAZELTON STREET, UNIT 9, SAVANNAH, TENNESSEE 38372
Without title exam and by information provided by Seller

QUITCLAIM DEED

This instrument made and entered into on this the 8th day of December, 2017, by and between NORTSHORE, LLC, a Tennessee Limited Liability Company, party of the first part, and ANDERSON HOLLOW, LLC, a Tennessee Limited Liability Company, party of the second part;

WITNESSETH

That for and in consideration of the sum of \$1.00 cash in hand paid, the receipt of which is hereby acknowledged, the party of the first part conveys and quitclaims unto the party of the second part, all its right, title and interest in and to the following described real estate, to-wit:

TRACT 1

PHASE6E CONTAINING 123.94 ACRES

Beginning at an iron pin set in the south right-of-way of the Pyburn Road, the same being the northwest corner of a survey of the western portion of the Points of Pickwick, a plat or plan of same being of record in Plat Cabinet No. 5, Slide No. 64-A, the subject of a survey conducted by Williams Engineering Co, Inc. in February of 1998 and the most northerly northeast corner of this tract, the eastern portion of the RWP Properties property, a partnership composed of J. Gilbert Parrish, Jr. and wife, Robin W. Parrish described in Record Book No. 501, Page No. 739 in the Register's Office of Hardin County, Tennessee; runs thence South 24 degrees 30 minutes 15 seconds East with the west boundary of said plat and survey, 112.22 feet to an iron pin set; thence South 8 degrees 25 minutes 30 seconds East, 327.55 feet to an iron pin set; thence South 18 degrees 48 minutes 43 seconds East, 171.44 feet to a 14 inch pine; thence South 47 degrees 58 minutes 42 seconds East, 313.09 feet to an iron pin set; thence South 37 degrees 10 minutes 00 seconds East, 257.89 feet to a 3 inch beech; thence South 78 degrees 05 minutes 26 seconds East, 112.01 feet to a 16 inch chestnut oak; thence South 69 degrees 03 minutes 01 seconds East, 251.90 feet to a 6 inch chestnut oak; thence South 66 degrees 11 minutes 06 seconds East, 105.51 feet to an iron pin set; thence South 66 degrees 11 minutes 06 seconds East, 40.76 feet to an iron pin set; thence South 66 degrees 11 minutes 06 seconds East, 56.00 feet to a 3 inch hickory; thence South 36 degrees 48 minutes 20 seconds East, 93.31 feet to an iron pin set; thence South 3 degrees 30 minutes 38 seconds East, 273.03 feet to a 6 inch hickory; thence South 16 degrees 56 minutes 37 seconds West, 141.13 feet to a 15 inch beech; thence South 6 degrees 26 minutes 43 seconds East, 228.66 feet to a 10 inch white oak; thence South 19 degrees 18 minutes 36 seconds West, 206.38 feet to a iron pin set in the north side of a TVA powerline easement; runs thence South 11 degrees 28 minutes 05 seconds West, 152.45 feet to an iron pin set in the south side of the TVA power-line easement; runs thence South 11 degrees 28 minutes 05 seconds West, 380.72 feet to a 6 inch red oak; thence South 0 degrees 02 minutes 37 seconds East, 137.32 feet to a TVA angle iron; thence South 7 degrees 22 minutes 10 seconds East, 129.43 feet to a 3 inch hickory; thence South 19 degrees 06 minutes 16 seconds East, 211.51 feet to a 3 inch white oak; thence South 8 degrees 37 minutes 00 seconds East, 135.29 feet to a 5 inch hickory; thence South 5 degrees 21 minutes 17 seconds West, 414.88 feet to a 12 inch white oak; thence South 10 degrees 22 minutes 15 seconds East, 185.03 feet to an iron pin set; thence South 72 degrees 54 minutes 18 seconds West, 119.88 feet to an iron pin set; thence North 26 degrees 03 minutes 52 seconds West, 150.00 feet to an iron pin set; thence South 62 degrees 30 minutes 56 seconds West, 225.54 feet to an iron pin set; thence South 85 degrees 06 minutes 57 seconds West, 191.78 feet to a 4 inch hickory; thence North 64 degrees 40 minutes 04 seconds West, 99.36 feet to a 10 inch white oak; thence North 84 degrees 49 minutes 50 seconds West, 101.62 feet to an iron pin set; thence South 33 degrees 33 minutes 58 seconds West, 169.80 feet to a 10 inch white oak; thence South 21 degrees 51 minutes 16 seconds East, 120.75 feet to a 10 inch white oak; thence South 69 degrees 17 minutes 20 seconds East, 195.38 feet to an iron pin set; thence South 72 degrees 45 minutes 20 seconds East, 252.12 feet to an iron pin set; thence North 60 degrees 24

12.28, 12.67
HARDIN COUNTY ASSESSOR # 1732
MAP 137 GP PL 12.01
COMM RES FARM
SPLIT V/I I BY: CH

minutes 53 seconds East, 462.57 feet to an iron pin set; thence North 65 degrees 13 minutes 17 seconds East, passing an iron pin set at 30.73 feet, a total of 78.20 feet to an iron pin set; runs thence South 34 degrees 00 minutes 40 seconds East, 189.14 feet to an iron pin set; thence South 46 degrees 44 minutes 29 seconds West, 83.26 feet to an 8 inch red oak; thence South 46 degrees 53 minutes 11 seconds West, 296.02 feet to an iron pin found; runs thence South 87 degrees 21 minutes 37 seconds West, 454.29 feet to an iron pin found; thence North 61 degrees 18 minutes 14 seconds West, 222.43 feet to an iron pin found; thence North 83 degrees 20 minutes 21 seconds West, 163.46 feet to a 12 inch hickory; thence South 46 degrees 47 minutes 11 seconds West, 75.85 feet to a 10 inch white oak; thence South 22 degrees 34 minutes 48 seconds West, 217.53 feet to an iron pin found at the most southerly southwest corner of the Williams Engineering Company, Inc. survey as shown on said plat of same; North 1 degrees 06 minutes 17 seconds West, 223.90 feet to a 10 inch white oak; thence North 13 degrees 07 minutes 27 seconds East, 206.49 feet to a spike; thence North 57 degrees 43 minutes 02 seconds West, 59.00 feet to a 14 inch beech; thence North 13 degrees 55 minutes 23 seconds East, 32.36 feet to a 14 inch beech; thence North 25 degrees 23 minutes 41 seconds East, 55.53 feet to a 12 inch oak; thence North 12 degrees 06 minutes 46 seconds East, 44.49 feet to nail; thence North 70 degrees 49 minutes 25 seconds West, 95.43 feet to an iron pin; thence North 68 degrees 29 minutes 44 seconds West, 104.16 feet to an 8 inch poplar; thence South 74 degrees 53 minutes 35 seconds West, 55.54 feet to an iron pin; thence South 60 degrees 31 minutes 24 seconds West, 115.84 feet to an iron pin; thence North 42 degrees 29 minutes 44 seconds West, 67.50 feet to a 14 inch white oak; thence North 43 degrees 46 minutes 23 seconds West, 92.22 feet to an iron pin; thence North 60 degrees 18 minutes 10 seconds West, 77.41 feet to an iron pin in the east right-of-way of Northshore Drive; runs thence North 48 degrees 41 minutes 45 seconds East with the east right-of-way of Northshore Drive marking the west boundary of this 123.94 acre tract, 126.78 feet; thence along a curve to the left from a tangent bearing North 47 degrees 51 minutes 18 seconds East, with a radius of 174.06 feet, through a central angle of 84 degrees 48 minutes 18 seconds, an arc distance of 257.63 feet; thence North 36 degrees 57 minutes 04 seconds West, 376.54 feet; thence North 38 degrees 32 minutes 47 seconds West, 307.36 feet; thence along a curve to the right with a radius of 339.34 feet, through a central angle of 86 degrees 47 minutes 01 seconds, an arc distance of 513.98 feet; thence North 48 degrees 14 minutes 14 seconds East, 36.25 feet; thence North 52 degrees 31 minutes 17 seconds East, 374.33 feet; thence along a curve to the left with a radius of 303.32 feet, through a central angle of 45 degrees 45 minutes 07 seconds, an arc distance of 242.21 feet; thence North 11 degrees 03 minutes 11 seconds East, 225.95 feet; thence along a curve to the left with a radius of 1449.07 feet, through a central angle of 12 degrees 08 minutes 23 seconds, an arc distance of 307.03 feet; thence North 4 degrees 59 minutes 00 seconds East, 34.30 feet; thence North 10 degrees 14 minutes 40 seconds East, 153.12 feet; thence North 15 degrees 30 minutes 21 seconds East, 112.89 feet; thence along a curve to the left from a tangent bearing North 9 degrees 24 minutes 09 seconds East, with a radius of 211.72 feet, through a central angle of 46 degrees 13 minutes 22 seconds, an arc distance of 170.81 feet; thence North 42 degrees 55 minutes 25 seconds West, 32.97 feet; thence along a curve to the right with a radius of 613.15 feet, through a central angle of 18 degrees 07 minutes 14 seconds, an arc distance of 193.92 feet; thence North 33 degrees 51 minutes 49 seconds West, 74.70 feet; thence along a curve to the left with a radius of 402.71 feet, through a central angle of 18 degrees 32 minutes 35 seconds, an arc distance of 130.33 feet; thence North 52 degrees 24 minutes 26 seconds West, 121.19 feet; thence along a curve to the right from a tangent bearing North 52 degrees 24 minutes 25 seconds West, with a radius of 170.04 feet, through a central angle of 17 degrees 30 minutes 42 seconds, an arc distance of 51.97 feet; thence North 34 degrees 53 minutes 42 seconds West, 113.30 feet; thence along a curve to the left with a radius of 415.28 feet, through a central angle of 34 degrees 09 minutes 10 seconds, an arc distance of 247.54 feet; thence North 69 degrees 02 minutes 54 seconds West, 296.00 feet to a no. 4 rebar set; thence North 48 degrees 02 minutes 49 seconds West, 68.65 feet to a no. 4 rebar set; runs thence North 29 degrees 12 minutes 01 seconds West, 100.54 feet to a no. 4 rebar set; runs thence North 43 degrees 42 minutes 35 seconds East, 170.13 feet to a no. 4 rebar set; runs thence North 63 degrees 28 minutes 35 seconds West, 77.04 feet to a no. 4 rebar set in the south right-of-way of the Pyburn Road; runs thence with the south right-of-way of the Pyburn Road along a curve to the right, with a radius of 904.62 feet, through a central angle of 27 degrees 29 minutes 18 seconds, an arc distance of 434.00 feet; thence South 80 degrees 58 minutes 10 seconds East, 736.75 feet to the point of beginning, containing 123.94 acres, more or less, by survey of Henry E. Williams, P.E., R.L.S., Tennessee Licensed Land Surveyor No. 505. All bearings contained in this description are Tennessee Grid, NAD 1983. This description is a compilation of surveys conducted by David Parsons, Tennessee Land Surveyor No. 1693 and Henry E. Williams, Tennessee Land Surveyor No. 505 between August of 1996 and April of 2003 and in 2009.

EXCLUSION:

Included in the above described property is a 18.53 acre tract of land conveyed to Blue Steel Equities, L.L.C., dated March 22, 2012 and recorded in Record Book 553, page 474 in the Hardin County Register's Office.

TRACT II

DESCRIPTION OF A 15.15 ACRE TRACT

Beginning at a no. 4 rebar found (N-283291, E-1304113 NAD 1983, Tennessee Grid Zone 4100) on the north side of an existing gravel road serving the lagoon system of Northshore and located in the west right-of-way of Northshore Drive, the southeast corner of the Hardin County Bank property described as Tract No. 4 consisting of 5.33 acres and described in Record Book No. 573, Page No. 205 in the office of the Register of Deeds for Hardin County, Tennessee, the same being the northeast corner of the remainder of the RWP Properties partnership described in Record Book No. 501, Page No. 739 and currently designated as Hardin County Tax Assessor Map No. 137, Parcel No. 12.67 and assessed as 77.35 acres, more or less in November of 2013; runs thence with the west right-of-way of Northshore Drive marking the east boundary of a 16.28 acre tract, along a curve to the left from a tangent bearing South 5 degrees 11 minutes 19 seconds West, with a radius of 389.34 feet, through a central angle of 16 degrees 10 minutes 00 seconds, an arc distance of 109.86 feet to a no. 4 rebar found with steel witness post, the most easterly southeast corner of a 16.28 acre tract and the northeast corner of the RWP Properties partnership property described as a 14.98 acre tract and currently designated as Hardin County Tax Assessor Map No. 137, Parcel No. 12.38; runs thence South 71 degrees 57 minutes 56 seconds West, 35.00 feet to a no. 4 rebar found with steel witness post; runs thence South 71 degrees 57 minutes 56 seconds West, 266.68 feet to a no. 4 rebar found, the northwest corner of the RWP Properties partnership property described as a 14.98 acre tract, an ell corner in the remainder of the RWP Properties partnership described in Record Book No. 501, Page No. 739 and currently designated as Hardin County Tax Assessor Map No. 137, Parcel No. 12.67, and the northeast corner and TRUE POINT OF BEGINNING of this 15.15 acre tract; runs thence South 2 degrees 23 minutes 31 seconds East with the west boundary of the RWP Properties partnership property described as a 14.98 acre tract and currently designated as Hardin County Tax Assessor Map No. 137, Parcel No. 12.38, 919.55 feet to a no. 4 rebar set in the north right-of-way of Northshore Drive, the same being the southwest corner of the RWP Properties partnership property described as a 14.98 acre tract and the southeast corner of this 15.15 acre tract; runs thence South 55 degrees 49 minutes 29 seconds West with the north right-of-way of Northshore Drive, 163.41 feet; South 38 degrees 29 minutes 19 seconds West, 47.96 feet; runs thence along a curve to the right with a radius of 113.00 feet, through a central angle of 92 degrees 35 minutes 01 seconds, an arc distance of 182.60 feet; thence North 45 degrees 52 minutes 02 seconds West, 92.78 feet; thence North 45 degrees 52 minutes 02 seconds West, 22.61 feet; thence along a curve to the left with a radius of 160.00 feet, through a central angle of 64 degrees 55 minutes 18 seconds, an arc distance of 181.30 feet; runs thence South 69 degrees 12 minutes 39 seconds West with the north right-of-way of Northshore Drive, 98.40 feet to a no. 4 rebar, the southwest corner of this 15.15 acre tract; runs thence North 2 degrees 44 minutes 44 seconds East with a severance line crossing the remainder of the RWP Properties partnership property described in Record Book No. 501, Page No. 739, 1090.03 feet to a no. 4 rebar, the northwest corner of this 15.15 acre tract lying in the south boundary of a 16.28 acre tract; runs thence South 78 degrees 49 minutes 34 seconds East with the south boundary of the 16.28 acre tract, 591.93 feet to the point of beginning, containing 15.15 acres, more or less, by survey of Henry E. Williams, P.E., R.L.S., Tennessee Licensed Land Surveyor No. 505 in November of 2011. All bearings contained in this description are Tennessee Grid, NAD 1983. more or less.

TRACT III

Map: 137, Parcel: 12.38

Beginning at a no. 4 rebar found with steel witness post in the west right-of-way of Northshore Drive, the southeast corner of the Newport Land Company, LLC property described as Tract No. 2 consisting of 73.04 acres in Record Book No. 460, Page No. 44 in the Register's Office of Hardin County, Tennessee, the same being the northeast corner of the remainder of the JDK Properties property described in Record Book No. 433, Page No. 179; runs thence South 52 degrees 31 minutes 18 seconds

West with the west right-of-way of Northshore Drive, 381.80 feet; South 48 degrees 14 minutes 14 seconds West, 36.25 feet; runs thence along a curve to the left with a radius of 389.34 feet, through a central angle of 59 degrees 12 minutes 55 seconds, an arc distance of 402.38 feet with the west right-of-way of Northshore Drive to a no. 4 rebar set with steel witness post, the northeast corner and TRUE POINT OF BEGINNING of this 14.98 acre tract; runs thence with the west right-of-way of Northshore Drive marking the east boundary of this 14.98 acre tract, along a curve to the left from a tangent bearing South 10 degrees 58 minutes 41 seconds East, with a radius of 389.34 feet, through a central angle of 27 degrees 34 minutes 06 seconds, an arc distance of 187.33 feet; South 38 degrees 32 minutes 47 seconds East, 307.36 feet; South 36 degrees 56 minutes 53 seconds East, 375.15 feet; thence along a curve to the right with a radius of 124.06 feet, through a central angle of 84 degrees 48 minutes 18 seconds, an arc distance of 183.62 feet; thence South 47 degrees 51 minutes 13 seconds West, 323.42 feet; thence along a curve to the left with a radius of 368.63 feet, through a central angle of 45 degrees 07 minutes 26 seconds, an arc distance of 290.32 feet to the northwest intersection of the west right-of-way of Northshore Drive and Sailboat Pointe; runs thence North 85 degrees 35 minutes 06 seconds West, 8.05 feet; runs thence with the north right-of-way of Northshore Drive along a curve to the right from a tangent bearing North 85 degrees 35 minutes 03 seconds West, with a radius of 127.00 feet, through a central angle of 36 degrees 51 minutes 34 seconds, an arc distance of 81.70 feet; runs thence North 48 degrees 43 minutes 28 seconds West, 55.58 feet; North 38 degrees 42 minutes 25 seconds West, 243.72 feet; runs thence North 49 degrees 31 minutes 22 seconds West, continuing with the north right-of-way of Northshore Drive, 118.94 feet to a no. 4 rebar set with steel witness post, the southwest corner of this 14.98 acre tract; runs thence North 2 degrees 23 minutes 31 seconds West with a severance line crossing the original tract of which this 14.98 acre tract is a part, 919.55 feet to a no. 4 rebar set, the northwest corner of this tract; runs thence North 71 degrees 57 minutes 56 seconds East, passing a no. 4 rebar set with steel witness post at 266.68 feet, a total of 301.68 to the point of beginning, containing 14.98 acres, more or less, by survey of Henry E. Williams, P.E., R.L.S., Tennessee Licensed Land Surveyor No. 505 in November of 2008. All bearings contained in this description are Tennessee Grid, NAD 1983.

TRACT IV

Beginning at a no. 4 rebar found with steel witness post at the northwest corner of a 5.25 acre tract now owned by John F. Odom and described as Tract No. 8 in Record Book No. 487, Page No. 98 in the east boundary of the Jerry Wood and wife, Brenda Wood property described in Deed Book No. 100, Page No. 117, the same being the southwest corner of a 24.30 acre tract being a portion of the remainder of the RWP Properties property described in Record Book No. 501, Page No. 739; runs thence North 1 degrees 33 minutes 20 seconds East with the east boundary of Wood, 73.77 feet to a 6 inch hickory; North 28 degrees 05 minutes 34 seconds West, 107.54 feet to a 14 inch pine; runs thence North 23 degrees 35 minutes 53 seconds West, 237.44 feet to an 8 inch pine in the east boundary of the Jimmy Adams property described in Deed Book No. 102, Page No. 146; runs thence North 3 degrees 01 minutes 12 seconds West with the east boundary of Adams, 101.90 feet to a 14 inch hickory; North 32 degrees 58 minutes 08 seconds East, 141.62 feet to a 10 inch tree; North 0 degrees 08 minutes 21 seconds West, 95.35 feet to an iron pin found; runs thence North 55 degrees 18 minutes 27 seconds East, 432.00 feet to a no. 5 rebar found with steel witness post, the northwest corner of this 24.03 acre tract, the northeast corner of Adams, the southeast corner of the Mark S. Blair and wife, Dee A. Blair property described in Record Book No. 485, Page No. 798, and the southwest corner of the Newport Land Company, LLC property described in Record Book No. 460, Page No. 43; runs thence South 85 degrees 50 minutes 27 seconds East with the south boundary of the Newport Land Company, LLC property, 548.95 feet to a no. 5 rebar found with steel witness post, the northeast corner of the 24.30 acre tract; runs thence South 15 degrees 25 minutes 34 seconds East, 61.26 feet to a no. 5 rebar found with steel witness post, the TRUE POINT OF BEGINNING of this 24.59 acre tract; runs thence South 78 degrees 43 minutes 34 seconds East with a severance line, 1461.94 feet to a no. 5 rebar found with steel witness post, the northeast corner of this 24.59 acre tract; runs thence South 2 degrees 44 minutes 44 seconds West, 1090.03 feet to a no. 5 rebar found in the north right-of-way of Northshore Drive, the southeast corner of this 24.59 acre tract; runs thence with the north right-of-way of Northshore Drive, along a curve to the right with a radius of 276.00 feet, through a central angle of 44 degrees 05 minutes 13 seconds, an arc distance of 212.37 feet; North 66 degrees 42 minutes 08 seconds West, 54.87 feet; runs thence along a curve to the right with a radius of 220.00 feet, through a central angle of 44 degrees 30 minutes 42 seconds, an arc distance of 170.91 feet; thence North 22 degrees 11 minutes 26 seconds West, 49.31 feet; thence North 17 degrees 30 minutes 49 seconds West, 85.72 feet; runs thence along a curve to the left with a radius of 240.00 feet, through a central angle of 37 degrees

26 minutes 07 seconds, an arc distance of 156.81 feet; runs thence North 55 degrees 00 minutes 11 seconds West, 283.20 feet; thence North 52 degrees 05 minutes 21 seconds West, 252.42 feet; runs thence along a curve to the left with a radius of 193.00 feet, through a central angle of 82 degrees 34 minutes 07 seconds, an arc distance of 278.13 feet to a no. 5 rebar found with steel witness post, the southwest corner of this 24.59 acre tract and the southeast corner of a 24.30 acre tract; runs thence North 15 degrees 25 minutes 34 seconds West with the east boundary of the 24.30 acre tract, 700.55 feet to the point of beginning, containing 24.59 acres, more or less, by survey of Henry E. Williams, P.E., R.L.S., Tennessee Licensed Land Surveyor No. 505 in 2008. All bearings contained in this description are Tennessee Grid, NAD 1983.

TRACT V

Beginning at a no. 4 rebar found with steel witness post at the northwest corner of a 5.25 acre tract now owned by John F. Odom and described as Tract No. 8 in Record Book No. 487, Page No. 98 in the east boundary of the Jerry Wood and wife, Brenda Wood property described in Deed Book No. 100, Page No. 117, the same being the TRUE POINT OF BEGINNING of this 24.30 acre tract being a portion of the remainder of the RWP Properties property described in Record Book No. 501, Page No. 739; runs thence North 1 degrees 33 minutes 20 seconds East with the east boundary of Wood, 73.77 feet to a 6 inch hickory; North 28 degrees 05 minutes 34 seconds West, 107.54 feet to a 14 inch pine; runs thence North 23 degrees 35 minutes 53 seconds West, 237.44 feet to an 8 inch pine in the east boundary of the Jimmy Adams property described in Deed Book No. 102, Page No. 146; runs thence North 3 degrees 01 minutes 12 seconds West with the east boundary of Adams, 101.90 feet to a 14 inch hickory; North 32 degrees 58 minutes 08 seconds East, 141.62 feet to a 10 inch tree; North 0 degrees 08 minutes 21 seconds West, 95.35 feet to an iron pin found; runs thence North 55 degrees 18 minutes 27 seconds East, 432.00 feet to a no. 5 rebar found with steel witness post, the northwest corner of this 24.03 acre tract, the northeast corner of Adams, the southeast corner of the Mark S. Blair and wife, Dee A. Blair property described in Record Book No. 485, Page No. 798, and the southwest corner of the Newport Land Company, LLC property described in Record Book No. 460, Page No. 43; runs thence South 85 degrees 50 minutes 27 seconds East with the south boundary of the Newport Land Company, LLC property, 548.95 feet to a no. 5 rebar found with steel witness post, the northeast corner of this 24.30 acre tract; runs thence South 15 degrees 25 minutes 34 seconds East with a severance line, 61.25 feet to a no. 5 rebar found; South 15 degrees 25 minutes 34 seconds East, 700.55 feet to a no. 5 rebar found with steel witness post in the north right-of-way of Northshore Drive, the southeast corner of this 24.30 acre tract and the southwest corner of a 24.59 acre tract; runs thence South 45 degrees 20 minutes 06 seconds West with the west right-of-way of Northshore Drive, 97.71 feet; runs thence along a curve to the left with a radius of 385.00 feet, through a central angle of 32 degrees 25 minutes 05 seconds, an arc distance of 217.83 feet; South 12 degrees 55 minutes 01 seconds West, 29.82 feet; runs thence along a curve to the right with a radius of 641.00 feet, through a central angle of 16 degrees 09 minutes 21 seconds, an arc distance of 180.74 feet; runs thence South 29 degrees 04 minutes 21 seconds West, 49.13 feet; runs thence along a curve to the left with a radius of 662.00 feet, through a central angle of 6 degrees 34 minutes 31 seconds, an arc distance of 75.97 feet to a no. 5 rebar found with steel witness post, the southwest corner of this 24.30 acre tract, the same being the northeast corner of the John F. Odom property described as Tract No. 8 consisting of 5.25 acres in Record Book No. 487, Page No. 98; runs thence North 50 degrees 00 minutes 24 seconds West with the north boundary of Odom, 122.46 feet to a 12 inch birch; North 67 degrees 21 minutes 04 seconds West, 132.99 feet to an 18 inch white oak; North 42 degrees 54 minutes 05 seconds West, 149.38 feet to a no. 5 rebar found; runs thence North 69 degrees 47 minutes 53 seconds West, 439.70 feet to the point of beginning, containing 24.30 acres, more or less, by survey of Henry E. Williams, P.E., R.L.S., Tennessee Licensed Land Surveyor No. 505 in 2008. All bearings contained in this description are Tennessee Grid, NAD 1983.

Being a portion of the same property conveyed to Northshore, LLC., by Quitclaim Deed of RWP Properties, dated November 17, 2017 and recorded in Record Book 677, page 676 in the Hardin County Register's Office and being all of the property conveyed to Northshore, LLC., by Quitclaim Deed of RWP Properties dated November 21, 2017 and recorded in Record Book 677, page 809 in the Hardin County Register's Office.

In testimony whereof, the party of the first part has hereunto set its signature, this the day and date first above written.

NORTHSHORE, LLC

By: [Signature]
J. GILBERT PARRISH, JR.
MANAGER

STATE OF TENNESSEE
COUNTY OF HARDIN

Personally appeared before me, the undersigned Notary Public in and for said State and County, J. GILBERT PARRISH, JR., with whom I am personally acquainted, and who upon oath acknowledged himself to be all of the Manager of NORTHSHORE, LLC, the within named bargainor, a Tennessee Limited Liability Company, and that he as such manager, executed the foregoing instrument for the purposes therein contained, by signing on behalf of Northshore, LLC as it's manager.

Witness my hand and official seal on this the 8th day of December, 2017.

My Commission Expires: 01/03/18

[Signature]
Notary Public



STATE OF TENNESSEE, COUNTY OF HARDIN

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

[Signature]
AFFIANT

Subscribed and sworn to before me on this the 8th day of December, 2017.

My Commission expires: 01/03/18

[Signature]
NOTARY PUBLIC

MAIL TAX NOTICES TO:
ANDERSON HOLLOW, LLC
60 Brazelton Street, Unit #9
Savannah, TN 38372



Map: 137, Parcel: 12.01
Map: 137, Parcel: 12.38
Map: 137, Parcel: 12.67

Julie Gail Adkisson, Register
Hardin County Tennessee

Rec #: 125979 Instrument #: 133462
Rec'd: 30.00 Recorded
State: 0.00 12/8/2017 at 2:35 PM
Clerk: 0.00 in Record Book
Other: 2.00 679
Total: 32.00



Julie Gail Adkisson, Register

Hardin County Tennessee

OFFICIAL ORIGINAL RECEIPT

Receipt Number: 125979
Receipt Date: 12/8/2017
Received By: TDickerson
Cash Drawer: DEEWRK2


Transaction Fee Detail

Instr #	Inst. Type/Rec. Date & Time	Recording Reference	# Pgs Recorded	Amount	Description	Amount
133462	QuitClaim Deed 12/8/2017 2:35:00PM NORTHSHORE LLC/ANDERSON HOLLOW LLC	RECORD 679-1	6	\$32.00	Recording Fee EDP Fee	\$30.00 \$2.00
AMOUNT DUE:						\$32.00

Payment Information

Type of Payment	Reference	Payor	Auth	Amount
Check	11249	J GILBERT PARRISH JR ATTORNEY		\$32.00
AMOUNT PAID:				\$32.00
BALANCE DUE:				\$0.00

If Paid By Check, This Receipt Is Not Valid Until Check Is Paid By Bank And Documents Are Certified.

 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Commitment	

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

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

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

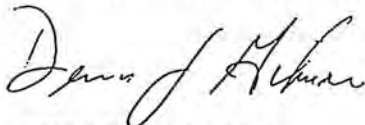
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

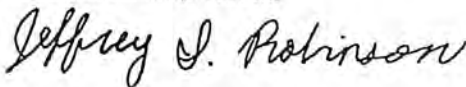
Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, *First American Title Insurance Company*, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment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

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

First American Title Insurance Company



Dennis J. Gilmore, President



Jeffrey S. Robinson, Secretary

If this jacket was created electronically, it constitutes an original document.

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

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

Arbitration provision intentionally removed.

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

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First American Title Insurance Company

Commitment Number: ANDERSON HOLLOW

SCHEDULE A

1. Effective Date: July 23, 2018 at 08:00 AM
2. Policy or Policies to be issued: Amount
 - (a) X Owner's Policy (ALTA Own. Policy (10/17/92)) \$ 1,200,000.00
Proposed Insured:
SOUTHEAST CONSERVATION GROUP, LLC.
 - (b) Loan Policy (ALTA Loan Policy (10/17/92))
Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:
ANDERSON HOLLOW, LLC.
5. The land referred to in the Commitment is described as follows:
SEE EXHIBIT A ATTACHED HERETO

By: *Trish Mason*
Authorized Officer or Agent

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First American Title Insurance Company

Commitment Number: ANDERSON HOLLOW

SCHEDULE B

1. Requirements:
 - a. Pay the agreement amounts for the interest in the land and/or the mortgage to be insured.
 - b. Pay us the premiums, fees and charges for the policy.
 - c. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
 - d. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements and exceptions.
 - e. Subject to a deed of trust in favor of Wayne County Bank from RWP Properties in the original amount of \$500,000.00 and recorded in Record Book 557, page 385 in the Hardin County Register's Office. Said deed of trust was corrected and recorded in Record Book 566, page 796 in the Hardin County Register's Office and it was modified and recorded on January 13, 2014 in the Hardin County Register's Office.
 - f. Subject to a deed of trust in favor of Farmers & Merchants Bank from RWP Properties dated June 11, 2013 and recorded in Record Book 580, page 726 in the Hardin County Register's Office in the principal amount of \$897,854.25.
 - g. Subject to a deed of trust in favor of Hardin County Bank from J. Gilbert Parrish, Jr., and wife, Robin W. Parrish and RWP Properties in the original amount of \$6,866,127.09 and recorded in Record Book 590, page 631 in the Hardin County Register's Office.
2. 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:
 - a. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public record.
 - b. Such state of facts as would be disclosed by an accurate survey and inspection of the premises.
 - c. Rights of parties in possession.
 - d. Subject to Green Belt designation as shown in Record Book 682, page 548 and Record Book 682, page 850 in the Hardin County Register's Office.
 - e. Subject to a TVA power line easement and covenant prohibiting the pollution of the waters of Pickwick appearing in deed of The United States of America to Herman A. Keeton appearing in Deed Book 40, page 118 and Deed Book 40, page 121 in the Hardin County Register's Office.
 - f. Subject to release of nuisance claims and reservation of mineral rights contained in the deeds recorded in Deed Book 125, page 472, Deed Book 131, page 615, and Deed Book 138, page 579 in the Register's Office of Hardin County, Tennessee.
 - g. Subject to TVA transmission line easements which cross said property.
 - h. Subject to the Mineral Rights Identification and registration appearing in Dormant Book 1, page 3 to the Subsurface mineral rights 500 feet below the surface of said property as noted in Special Warranty Deed of Tennessee River Pulp & Paper Company to E. Benard Blasingame dated January 6, 1987 and recorded in Deed

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(ANDERSON HOLLOW/PFD/ANDERSON HOLLOW/7)

Commitment Number: ANDERSON HOLLOW

SCHEDULE B
(Continued)

Book 125, page 472 and evidenced in Mineral Rights Interest Identification and registration appearing in Dormant Book 1, page 3 each of which are in the Hardin County Register's Office as to the mineral rights noted in Schedule B. 2. e. above.

- i. No insurance is provided as to the amount of acreage contained in the insured property.
- j. Rights of upper and lower riparian owners to the flow of the waters of Anderson Hollow free from diminution or pollution.

Commitment Number: ANDERSON HOLLOW

EXHIBIT A
PROPERTY DESCRIPTION

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

TRACT 1

PHASE6E CONTAINING 123.94 ACRES

Beginning at an iron pin set in the south right-of-way of the Pyburn Road, the same being the northwest corner of a survey of the western portion of the Points of Pickwick, a plat or plan of same being of record in Plat Cabinet No. 5, Slide No. 64-A, the subject of a survey conducted by Williams Engineering Co, Inc. in February of 1998 and the most northerly northeast corner of this tract, the eastern portion of the RWP Properties property, a partnership composed of J. Gilbert Parrish, Jr. and wife, Robin W. Parrish described in Record Book No. 501, Page No. 739 in the Register's Office of Hardin County, Tennessee; runs thence South 24 degrees 30 minutes 15 seconds East with the west boundary of said plat and survey, 112.22 feet to an iron pin set; thence South 8 degrees 25 minutes 30 seconds East, 327.55 feet to an iron pin set; thence South 18 degrees 48 minutes 43 seconds East, 171.44 feet to a 14 inch pine; thence South 47 degrees 58 minutes 42 seconds East, 313.09 feet to an iron pin set; thence South 37 degrees 10 minutes 00 seconds East, 257.89 feet to a 3 inch beech; thence South 78 degrees 05 minutes 26 seconds East, 112.01 feet to a 16 inch chestnut oak; thence South 69 degrees 03 minutes 01 seconds East, 251.90 feet to a 6 inch chestnut oak; thence South 66 degrees 11 minutes 06 seconds East, 105.51 feet to an iron pin set; thence South 66 degrees 11 minutes 06 seconds East, 40.76 feet to an iron pin set; thence South 66 degrees 11 minutes 06 seconds East, 56.00 feet to a 3 inch hickory; thence South 36 degrees 48 minutes 20 seconds East, 93.31 feet to an iron pin set; thence South 3 degrees 30 minutes 38 seconds East, 273.03 feet to a 6 inch hickory; thence South 16 degrees 56 minutes 37 seconds West, 141.13 feet to a 15 inch beech; thence South 6 degrees 26 minutes 43 seconds East, 228.66 feet to a 10 inch white oak; thence South 19 degrees 18 minutes 36 seconds West, 206.38 feet to an iron pin set in the north side of a TVA powerline easement; runs thence South 11 degrees 28 minutes 05 seconds West, 152.45 feet to an iron pin set in the south side of the TVA power-line easement; runs thence South 11 degrees 28 minutes 05 seconds West, 380.72 feet to a 6 inch red oak; thence South 0 degrees 02 minutes 37 seconds East, 137.32 feet to a TVA angle iron; thence South 7 degrees 22 minutes 10 seconds East, 129.43 feet to a 3 inch hickory; thence South 19 degrees 06 minutes 16 seconds East, 211.51 feet to a 3 inch white oak; thence South 8 degrees 37 minutes 00 seconds East, 135.29 feet to a 5 inch hickory; thence South 5 degrees 21 minutes 17 seconds West, 414.88 feet to a 12 inch white oak; thence South 10 degrees 22 minutes 15 seconds East, 185.03 feet to an iron pin set; thence South 72 degrees 54 minutes 18 seconds West, 119.88 feet to an iron pin set; thence North 26 degrees 03 minutes 52 seconds West, 150.00 feet to an iron pin set; thence South 62 degrees 30 minutes 56 seconds West, 225.54 feet to an iron pin set; thence South 85 degrees 06 minutes 57 seconds West, 191.78 feet to a 4 inch hickory; thence North 64 degrees 40 minutes 04 seconds West, 99.36 feet to a 10 inch white oak; thence North 84 degrees 49 minutes 50 seconds West, 101.62 feet to an iron pin set; thence South 33 degrees 33 minutes 58 seconds West, 169.80 feet to a 10 inch white oak; thence South 21 degrees 51 minutes 16 seconds East, 120.75 feet to a 10 inch white oak; thence South 69 degrees 17 minutes 20 seconds East, 195.38 feet to an iron pin set; thence South 72 degrees 45 minutes 20 seconds East, 252.12 feet to an iron pin set; thence North 60 degrees 24 minutes 53 seconds East, 462.57 feet to an iron pin set; thence North 65 degrees 13 minutes 17 seconds East, passing an iron pin set at 30.73 feet, a total of 78.20 feet to an iron pin set; runs thence South 34 degrees 00 minutes 40 seconds East, 189.14 feet to an iron pin set; thence South 46 degrees 44 minutes 29 seconds West, 83.26 feet to an 8 inch red oak; thence South 46 degrees 53 minutes 11 seconds West, 296.02 feet to an iron pin found; runs thence South 87 degrees 21 minutes 37 seconds West, 454.29 feet to an iron pin found; thence North 61 degrees 18 minutes 14 seconds West, 222.43 feet to an iron pin found; thence North 83 degrees 20 minutes 21 seconds West, 163.46 feet to a 12 inch hickory; thence South 46 degrees 47 minutes 11 seconds West, 75.85 feet to a 10 inch white oak; thence South 22 degrees 34 minutes 48 seconds West, 217.53 feet to an iron pin found at the most southerly southwest corner of the Williams Engineering Company, Inc. survey as shown on said plat of same; North 1 degrees 06 minutes 17 seconds West, 223.90 feet to a 10 inch white oak; thence North 13 degrees 07 minutes 27 seconds East, 206.49 feet to a spike; thence North 57 degrees 43 minutes 02 seconds West, 59.00 feet to a 14 inch beech; thence North 13 degrees 55 minutes 23 seconds East, 32.36 feet to a 14 inch beech; thence North 25 degrees 23 minutes 41 seconds East, 55.53 feet to a 12 inch oak; thence North 12 degrees 06 minutes 46 seconds East, 44.49 feet to nail;

EXHIBIT A
(Continued)

Commitment Number: ANDERSON HOLLOW

thence North 70 degrees 49 minutes 25 seconds West, 95.43 feet to an iron pin; thence North 68 degrees 29 minutes 44 seconds West, 104.16 feet to an 8 inch poplar; thence South 74 degrees 53 minutes 35 seconds West, 55.54 feet to an iron pin; thence South 60 degrees 31 minutes 24 seconds West, 115.84 feet to an iron pin; thence North 42 degrees 29 minutes 44 seconds West, 67.50 feet to a 14 inch white oak; thence North 43 degrees 46 minutes 23 seconds West, 92.22 feet to an iron pin; thence North 60 degrees 18 minutes 10 seconds West, 77.41 feet to an iron pin in the east right-of-way of Northshore Drive; runs thence North 48 degrees 41 minutes 45 seconds East with the east right-of-way of Northshore Drive marking the west boundary of this 123.94 acre tract, 126.78 feet; thence along a curve to the left from a tangent bearing North 47 degrees 51 minutes 18 seconds East, with a radius of 174.06 feet, through a central angle of 84 degrees 48 minutes 18 seconds, an arc distance of 257.63 feet; thence North 36 degrees 57 minutes 04 seconds West, 376.54 feet; thence North 38 degrees 32 minutes 47 seconds West, 307.36 feet; thence along a curve to the right with a radius of 339.34 feet, through a central angle of 86 degrees 47 minutes 01 seconds, an arc distance of 513.98 feet; thence North 48 degrees 14 minutes 14 seconds East, 36.25 feet; thence North 52 degrees 31 minutes 17 seconds East, 374.33 feet; thence along a curve to the left with a radius of 303.32 feet, through a central angle of 45 degrees 45 minutes 07 seconds, an arc distance of 242.21 feet; thence North 11 degrees 03 minutes 11 seconds East, 225.95 feet; thence along a curve to the left with a radius of 1449.07 feet, through a central angle of 12 degrees 08 minutes 23 seconds, an arc distance of 307.03 feet; thence North 4 degrees 59 minutes 00 seconds East, 34.30 feet; thence North 10 degrees 14 minutes 40 seconds East, 153.12 feet; thence North 15 degrees 30 minutes 21 seconds East, 112.89 feet; thence along a curve to the left from a tangent bearing North 9 degrees 24 minutes 09 seconds East, with a radius of 211.72 feet, through a central angle of 46 degrees 13 minutes 22 seconds, an arc distance of 170.81 feet; thence North 42 degrees 55 minutes 25 seconds West, 32.97 feet; thence along a curve to the right with a radius of 613.15 feet, through a central angle of 18 degrees 07 minutes 14 seconds, an arc distance of 193.92 feet; thence North 33 degrees 51 minutes 49 seconds West, 74.70 feet; thence along a curve to the left with a radius of 402.71 feet, through a central angle of 18 degrees 32 minutes 35 seconds, an arc distance of 130.33 feet; thence North 52 degrees 24 minutes 26 seconds West, 121.19 feet; thence along a curve to the right from a tangent bearing North 52 degrees 24 minutes 25 seconds West, with a radius of 170.04 feet, through a central angle of 17 degrees 30 minutes 42 seconds, an arc distance of 51.97 feet; thence North 34 degrees 53 minutes 42 seconds West, 113.30 feet; thence along a curve to the left with a radius of 415.28 feet, through a central angle of 34 degrees 09 minutes 10 seconds, an arc distance of 247.54 feet; thence North 69 degrees 02 minutes 54 seconds West, 296.00 feet to a no. 4 rebar set; thence North 48 degrees 02 minutes 49 seconds West, 68.65 feet to a no. 4 rebar set; runs thence North 29 degrees 12 minutes 01 seconds West, 100.54 feet to a no. 4 rebar set; runs thence North 43 degrees 42 minutes 35 seconds East, 170.13 feet to a no. 4 rebar set; runs thence North 63 degrees 28 minutes 35 seconds West, 77.04 feet to a no. 4 rebar set in the south right-of-way of the Pyburn Road; runs thence with the south right-of-way of the Pyburn Road along a curve to the right, with a radius of 904.62 feet, through a central angle of 27 degrees 29 minutes 18 seconds, an arc distance of 434.00 feet; thence South 80 degrees 58 minutes 10 seconds East, 736.75 feet to the point of beginning, by survey of Henry E. Williams, P.E., R.L.S., Tennessee Licensed Land Surveyor No. 505. All bearings contained in this description are Tennessee Grid, NAD 1983. This description is a compilation of surveys conducted by David Parsons, Tennessee Land Surveyor No. 1693 and Henry E. Williams, Tennessee Land Surveyor No. 505 between August of 1996 and April of 2003 and in 2009.

EXCLUSION:

Included in the above described property is a 18.53 acre tract of land conveyed to Blue Steel Equities, L.L.C., dated March 22, 2012 and recorded in Record Book 553, page 474 in the Hardin County Register's Office.

TRACT II

DESCRIPTION OF A 15.15 ACRE TRACT

Beginning at a no. 4 rebar found (N-283291, E-1304113 NAD 1983, Tennessee Grid Zone 4100) on the north side of an existing gravel road serving the lagoon system of Northshore and located in the west right-of-way of Northshore Drive, the southeast

EXHIBIT A
(Continued)

Commitment Number: ANDERSON HOLLOW

corner of the Hardin County Bank property described as Tract No. 4 consisting of 5.33 acres and described in Record Book No. 573, Page No. 205 in the office of the Register of Deeds for Hardin County, Tennessee, the same being the northeast corner of the remainder of the RWP Properties partnership described in Record Book No. 501, Page No. 739 and currently designated as Hardin County Tax Assessor Map No. 137, Parcel No. 12.67 and assessed as 77.35 acres, more or less in November of 2013; runs thence with the west right-of-way of Northshore Drive marking the east boundary of a 16.28 acre tract, along a curve to the left from a tangent bearing South 5 degrees 11 minutes 19 seconds West, with a radius of 389.34 feet, through a central angle of 16 degrees 10 minutes 00 seconds, an arc distance of 109.86 feet to a no. 4 rebar found with steel witness post, the most easterly southeast corner of a 16.28 acre tract and the northeast corner of the RWP Properties partnership property described as a 14.98 acre tract and currently designated as Hardin County Tax Assessor Map No. 137, Parcel No. 12.38; runs thence South 71 degrees 57 minutes 56 seconds West, 35.00 feet to a no. 4 rebar found with steel witness post; runs thence South 71 degrees 57 minutes 56 seconds West, 266.68 feet to a no. 4 rebar found, the northwest corner of the RWP Properties partnership property described as a 14.98 acre tract, an ell corner in the remainder of the RWP Properties partnership described in Record Book No. 501, Page No. 739 and currently designated as Hardin County Tax Assessor Map No. 137, Parcel No. 12.67, and the northeast corner and TRUE POINT OF BEGINNING of this 15.15 acre tract; runs thence South 2 degrees 23 minutes 31 seconds East with the west boundary of the RWP Properties partnership property described as a 14.98 acre tract and currently designated as Hardin County Tax Assessor Map No. 137, Parcel No. 12.38, 919.55 feet to a no. 4 rebar set in the north right-of-way of Northshore Drive, the same being the southwest corner of the RWP Properties partnership property described as a 14.98 acre tract and the southeast corner of this 15.15 acre tract; runs thence South 55 degrees 49 minutes 29 seconds West with the north right-of-way of Northshore Drive, 163.41 feet; South 38 degrees 29 minutes 19 seconds West, 47.96 feet; runs thence along a curve to the right with a radius of 113.00 feet, through a central angle of 92 degrees 35 minutes 01 seconds, an arc distance of 182.60 feet; thence North 45 degrees 52 minutes 02 seconds West, 92.78 feet; thence North 45 degrees 52 minutes 02 seconds West, 22.61 feet; thence along a curve to the left with a radius of 160.00 feet, through a central angle of 64 degrees 55 minutes 18 seconds, an arc distance of 181.30 feet; runs thence South 69 degrees 12 minutes 39 seconds West with the north right-of-way of Northshore Drive, 98.40 feet to a no. 4 rebar, the southwest corner of this 15.15 acre tract; runs thence North 2 degrees 44 minutes 44 seconds East with a severance line crossing the remainder of the RWP Properties partnership property described in Record Book No. 501, Page No. 739, 1090.03 feet to a no. 4 rebar, the northwest corner of this 15.15 acre tract lying in the south boundary of a 16.28 acre tract; runs thence South 78 degrees 49 minutes 34 seconds East with the south boundary of the 16.28 acre tract, 591.93 feet to the point of beginning, by survey of Henry E. Williams, P.E., R.L.S., Tennessee Licensed Land Surveyor No. 505 in November of 2011. All bearings contained in this description are Tennessee Grid, NAD 1983.
more or less.

TRACT III

Map: 137, Parcel: 12.38

Beginning at a no. 4 rebar found with steel witness post in the west right-of-way of Northshore Drive, the southeast corner of the Newport Land Company, LLC property described as Tract No. 2 consisting of 73.04 acres in Record Book No. 460, Page No. 44 in the Register's Office of Hardin County, Tennessee, the same being the northeast corner of the remainder of the JDK Properties property described in Record Book No. 433, Page No. 179; runs thence South 52 degrees 31 minutes 18 seconds West with the west right-of-way of Northshore Drive, 381.80 feet; South 48 degrees 14 minutes 14 seconds West, 36.25 feet; runs thence along a curve to the left with a radius of 389.34 feet, through a central angle of 59 degrees 12 minutes 55 seconds, an arc distance of 402.38 feet with the west right-of-way of Northshore Drive to a no. 4 rebar set with steel witness post, the northeast corner and TRUE POINT OF BEGINNING of this 14.98 acre tract; runs thence with the west right-of-way of Northshore Drive marking the east boundary of this 14.98 acre tract, along a curve to the left from a tangent bearing South 10 degrees 58 minutes 41 seconds East, with a radius of 389.34 feet, through a central angle of 27 degrees 34 minutes 06 seconds, an arc distance of 187.33 feet; South 38 degrees 32 minutes 47 seconds East, 307.36 feet; South 36 degrees 56 minutes 53 seconds East, 375.15 feet; thence along a curve to the right with a radius of 124.06 feet, through a central angle of 84 degrees 48 minutes 18 seconds, an arc distance of 183.62 feet; thence South 47 degrees 51 minutes 13 seconds West, 323.42 feet; thence

EXHIBIT A
(Continued)

Commitment Number: ANDERSON HOLLOW

along a curve to the left with a radius of 368.63 feet, through a central angle of 45 degrees 07 minutes 26 seconds, an arc distance of 290.32 feet to the northwest intersection of the west right-of-way of Northshore Drive and Sailboat Pointe; runs thence North 85 degrees 35 minutes 06 seconds West, 8.05 feet; runs thence with the north right-of-way of Northshore Drive along a curve to the right from a tangent bearing North 85 degrees 35 minutes 03 seconds West, with a radius of 127.00 feet, through a central angle of 36 degrees 51 minutes 34 seconds, an arc distance of 81.70 feet; runs thence North 48 degrees 43 minutes 28 seconds West, 55.58 feet; North 38 degrees 42 minutes 25 seconds West, 243.72 feet; runs thence North 49 degrees 31 minutes 22 seconds West, continuing with the north right-of-way of Northshore Drive, 118.94 feet to a no. 4 rebar set with steel witness post, the southwest corner of this 14.98 acre tract; runs thence North 2 degrees 23 minutes 31 seconds West with a severance line crossing the original tract of which this 14.98 acre tract is a part, 919.55 feet to a no. 4 rebar set, the northwest corner of this tract; runs thence North 71 degrees 57 minutes 56 seconds East, passing a no. 4 rebar set with steel witness post at 266.68 feet, a total of 301.68 to the point of beginning by survey of Henry E. Williams, P.E., R.L.S., Tennessee Licensed Land Surveyor No. 505 in November of 2008. All bearings contained in this description are Tennessee Grid, NAD 1983.

TRACT IV

Beginning at a no. 4 rebar found with steel witness post at the northwest corner of a 5.25 acre tract now owned by John F. Odom and described as Tract No. 8 in Record Book No. 487, Page No. 98 in the east boundary of the Jerry Wood and wife, Brenda Wood property described in Deed Book No. 100, Page No. 117, the same being the southwest corner of a 24.30 acre tract being a portion of the remainder of the RWP Properties property described in Record Book No. 501, Page No. 739; runs thence North 1 degrees 33 minutes 20 seconds East with the east boundary of Wood, 73.77 feet to a 6 inch hickory; North 28 degrees 05 minutes 34 seconds West, 107.54 feet to a 14 inch pine; runs thence North 23 degrees 35 minutes 53 seconds West, 237.44 feet to an 8 inch pine in the east boundary of the Jimmy Adams property described in Deed Book No. 102, Page No. 146; runs thence North 3 degrees 01 minutes 12 seconds West with the east boundary of Adams, 101.90 feet to a 14 inch hickory; North 32 degrees 58 minutes 08 seconds East, 141.62 feet to a 10 inch tree; North 0 degrees 08 minutes 21 seconds West, 95.35 feet to an iron pin found; runs thence North 55 degrees 18 minutes 27 seconds East, 432.00 feet to a no. 5 rebar found with steel witness post, the northwest corner of this 24.03 acre tract, the northeast corner of Adams, the southeast corner of the Mark S. Blair and wife, Dee A. Blair property described in Record Book No. 485, Page No. 798, and the southwest corner of the Newport Land Company, LLC property described in Record Book No. 460, Page No. 43; runs thence South 85 degrees 50 minutes 27 seconds East with the south boundary of the Newport Land Company, LLC property, 548.95 feet to a no. 5 rebar found with steel witness post, the northeast corner of the 24.30 acre tract; runs thence South 15 degrees 25 minutes 34 seconds East, 61.26 feet to a no. 5 rebar found with steel witness post, the TRUE POINT OF BEGINNING of this 24.59 acre tract; runs thence South 78 degrees 43 minutes 34 seconds East with a severance line, 1461.94 feet to a no. 5 rebar found with steel witness post, the northeast corner of this 24.59 acre tract; runs thence South 2 degrees 44 minutes 44 seconds West, 1090.03 feet to a no. 5 rebar found in the north right-of-way of Northshore Drive, the southeast corner of this 24.59 acre tract; runs thence with the north right-of-way of Northshore Drive, along a curve to the right with a radius of 276.00 feet, through a central angle of 44 degrees 05 minutes 13 seconds, an arc distance of 212.37 feet; North 66 degrees 42 minutes 08 seconds West, 54.87 feet; runs thence along a curve to the right with a radius of 220.00 feet, through a central angle of 44 degrees 30 minutes 42 seconds, an arc distance of 170.91 feet; thence North 22 degrees 11 minutes 26 seconds West, 49.31 feet; thence North 17 degrees 30 minutes 49 seconds West, 85.72 feet; runs thence along a curve to the left with a radius of 240.00 feet, through a central angle of 37 degrees 26 minutes 07 seconds, an arc distance of 156.81 feet; runs thence North 55 degrees 00 minutes 11 seconds West, 283.20 feet; thence North 52 degrees 05 minutes 21 seconds West, 252.42 feet; runs thence along a curve to the left with a radius of 193.00 feet, through a central angle of 82 degrees 34 minutes 07 seconds, an arc distance of 278.13 feet to a no. 5 rebar found with steel witness post, the southwest corner of this 24.59 acre tract and the southeast corner of a 24.30 acre tract; runs thence North 15 degrees 25 minutes 34 seconds West with the east boundary of the 24.30 acre tract, 700.55 feet to the point of beginning, by survey of Henry E. Williams, P.E., R.L.S., Tennessee Licensed Land Surveyor No. 505 in 2008. All bearings contained in this description are Tennessee Grid, NAD 1983.

EXHIBIT A
(Continued)

Commitment Number: ANDERSON HOLLOW

TRACT V

Beginning at a no. 4 rebar found with steel witness post at the northwest corner of a 5.25 acre tract now owned by John F. Odom and described as Tract No. 8 in Record Book No. 487, Page No. 98 in the east boundary of the Jerry Wood and wife, Brenda Wood property described in Deed Book No. 100, Page No. 117, the same being the TRUE POINT OF BEGINNING of this 24.30 acre tract being a portion of the remainder of the RWP Properties property described in Record Book No. 501, Page No. 739; runs thence North 1 degrees 33 minutes 20 seconds East with the east boundary of Wood, 73.77 feet to a 6 inch hickory; North 28 degrees 05 minutes 34 seconds West, 107.54 feet to a 14 inch pine; runs thence North 23 degrees 35 minutes 53 seconds West, 237.44 feet to an 8 inch pine in the east boundary of the Jimmy Adams property described in Deed Book No. 102, Page No. 146; runs thence North 3 degrees 01 minutes 12 seconds West with the east boundary of Adams, 101.90 feet to a 14 inch hickory; North 32 degrees 58 minutes 08 seconds East, 141.62 feet to a 10 inch tree; North 0 degrees 08 minutes 21 seconds West, 95.35 feet to an iron pin found; runs thence North 55 degrees 18 minutes 27 seconds East, 432.00 feet to a no. 5 rebar found with steel witness post, the northwest corner of this 24.03 acre tract, the northeast corner of Adams, the southeast corner of the Mark S. Blair and wife, Dee A. Blair property described in Record Book No. 485, Page No. 798, and the southwest corner of the Newport Land Company, LLC property described in Record Book No. 460, Page No. 43; runs thence South 85 degrees 50 minutes 27 seconds East with the south boundary of the Newport Land Company, LLC property, 548.95 feet to a no. 5 rebar found with steel witness post, the northeast corner of this 24.30 acre tract; runs thence South 15 degrees 25 minutes 34 seconds East with a severance line, 61.25 feet to a no. 5 rebar found; South 15 degrees 25 minutes 34 seconds East, 700.55 feet to a no. 5 rebar found with steel witness post in the north right-of-way of Northshore Drive, the southeast corner of this 24.30 acre tract and the southwest corner of a 24.59 acre tract; runs thence South 45 degrees 20 minutes 06 seconds West with the west right-of-way of Northshore Drive, 97.71 feet; runs thence along a curve to the left with a radius of 385.00 feet, through a central angle of 32 degrees 25 minutes 05 seconds, an arc distance of 217.83 feet; South 12 degrees 55 minutes 01 seconds West, 29.82 feet; runs thence along a curve to the right with a radius of 641.00 feet, through a central angle of 16 degrees 09 minutes 21 seconds, an arc distance of 180.74 feet; runs thence South 29 degrees 04 minutes 21 seconds West, 49.13 feet; runs thence along a curve to the left with a radius of 662.00 feet, through a central angle of 6 degrees 34 minutes 31 seconds, an arc distance of 75.97 feet to a no. 5 rebar found with steel witness post, the southwest corner of this 24.30 acre tract, the same being the northeast corner of the John F. Odom property described as Tract No. 8 consisting of 5.25 acres in Record Book No. 487, Page No. 98; runs thence North 50 degrees 00 minutes 24 seconds West with the north boundary of Odom, 122.46 feet to a 12 inch birch; North 67 degrees 21 minutes 04 seconds West, 132.99 feet to an 18 inch white oak; North 42 degrees 54 minutes 05 seconds West, 149.38 feet to a no. 5 rebar found; runs thence North 69 degrees 47 minutes 53 seconds West, 439.70 feet to the point of beginning, by survey of Henry E. Williams, P.E., R.L.S., Tennessee Licensed Land Surveyor No. 505 in 2008. All bearings contained in this description are Tennessee Grid, NAD 1983.

Being the same property conveyed to Anderson Hollow, LLC., by deed of Northshore, LLC., dated December 8, 2017 and recorded in Record Book 679, page 1 in the Hardin County Register's Office.

Tax Assessor Map No. 137, Parcel No. 12.67

Beginning at a no. 4 rebar found (N-283291, E-1304113 NAD 1983, Tennessee Grid Zone 4100) on the north side of an existing gravel road serving the lagoon system of Northshore and located in the west right-of-way of Northshore Drive, the southeast corner of the Hardin County Bank property described as Tract No. 4 consisting of 5.33 acres and described in Record Book No. 573, Page No. 205 in the office of the Register of Deeds for Hardin County, Tennessee, the same being the northeast corner of the remainder of the RWP Properties partnership described in Record Book No. 501, Page No. 739 and currently designated as Hardin County Tax Assessor Map No. 137, Parcel No. 12.67 and assessed as 77.35 acres, more or less in November of 2013; runs thence with the west right-of-way of Northshore Drive marking the east boundary of this 16.28 acre tract, along a curve to the left from a tangent bearing South 5 degrees 11 minutes 19 seconds West, with a radius of 389.34 feet, through a central angle of 16 degrees 10 minutes 00 seconds, an arc distance of 109.86 feet to a no. 4 rebar found with steel witness post, the most easterly southeast corner of this tract and the northeast corner of the RWP Properties partnership property described as

EXHIBIT A
(Continued)

Commitment Number: ANDERSON HOLLOW

a 14.98 acre tract and currently designated as Hardin County Tax Assessor Map No. 137, Parcel No. 12.38; runs thence South 71 degrees 57 minutes 56 seconds West, 35.00 feet to a no. 4 rebar found with steel witness post; runs thence South 71 degrees 57 minutes 56 seconds West, 266.68 feet to a no. 4 rebar found, the northwest corner of the RWP Properties partnership property described as a 14.98 acre tract, an ell corner in the remainder of the RWP Properties partnership described in Record Book No. 501, Page No. 739 and currently designated as Hardin County Tax Assessor Map No. 137, Parcel No. 12.67, and the northeast corner of a 15.15 acre tract; runs thence North 78 degrees 49 minutes 34 seconds West with the north boundary of the 15.15 acre tract, 591.93 feet to a no. 4 rebar set, the northwest corner of the 15.15 acre tract; runs thence North 78 degrees 43 minutes 34 seconds West, 1461.94 feet to a no. 4 rebar set, the most westerly southwest corner of this 16.28 acre tract; runs thence North 15 degrees 25 minutes 34 seconds West, 61.25 feet to a no. 4 rebar set in the south boundary of the Newport Land Company, LLC property described as Tract No. 1 in Record Book No. 460, Page No. 43 ; runs thence South 85 degrees 50 minutes 27 seconds East with the south boundary of the Newport Land Company, LLC property described as Tract No. 1 in Record Book No. 460, Page No. 43, 799.57 feet to an iron pin, the southeast corner of the Newport Land Company, LLC property described as Tract No. 1 in Record Book No. 460, Page No. 43 and the southwest corner of the Montana Land Company, LLC property described as Tract No. 2 in Record Book No. 432, Page No. 241; runs thence South 85 degrees 13 minutes 03 seconds East with the south boundary of the Montana Land Company, LLC property, 230.72 feet to an iron pin; runs thence North 62 degrees 30 minutes 34 seconds East, 342.25 feet to an iron pin; runs thence South 83 degrees 32 minutes 25 seconds East, 272.65 feet to an iron pin, the same being the southeast corner of the Montana Land Company, LLC property; runs thence North 1 degrees 36 minutes 21 seconds West with the east boundary of the Montana Land Company, LLC property, 162.14 feet to an iron pin, the northeast corner of the Montana Land Company, LLC property; runs thence North 1 degrees 36 minutes 21 seconds West, 65.70 feet to a no. 4 rebar found, the southwest corner of the Hardin County Bank property described as Tract No. 4 consisting of 5.33 acres and described in Record Book No. 573, Page No. 205; runs thence North 77 degrees 03 minutes 16 seconds East with the south boundary of the Hardin County Bank 5.33 acre tract marking the north boundary of this 16.28 acre tract and running along the north side of an unnamed gravel roadway, 13.71 feet to a no. 4 rebar; runs thence along the north side of the gravel roadway, North 75 degrees 52 minutes 41 seconds East, 55.28 feet to a no. 4 rebar; thence along a curve to the right with a radius of 526.65 feet, through a central angle of 17 degrees 34 minutes 58 seconds, an arc distance of 161.62 feet to a no. 4 rebar; thence along a curve to the right from a tangent bearing South 86 degrees 32 minutes 21 seconds East, with a radius of 160.45 feet, through a central angle of 64 degrees 14 minutes 03 seconds, an arc distance of 179.88 feet to a no. 4 rebar; thence along a curve to the left from a tangent bearing South 22 degrees 18 minutes 19 seconds East, with a radius of 835.92 feet, through a central angle of 24 degrees 41 minutes 44 seconds, an arc distance of 360.30 feet to a no. 4 rebar; thence along a curve to the right from a tangent bearing South 47 degrees 00 minutes 03 seconds East, with a radius of 697.91 feet, through a central angle of 15 degrees 08 minutes 35 seconds, an arc distance of 184.45 feet to a no. 4 rebar; thence South 31 degrees 51 minutes 28 seconds East, 8.87 feet to a no. 4 rebar; thence South 47 degrees 57 minutes 42 seconds East, 34.67 feet to the point of beginning, by survey of Henry E. Williams, P.E., R.L.S., Tennessee Licensed Land Surveyor No. 505 in November of 2011. All bearings contained in this description are Tennessee Grid, NAD 1983. Being the same property conveyed to Anderson Hollow, LLC., by deed of RWP Properties dated July 11, 2018 and recorded in Record book 691, page 891 in the Hardin County Register's Office.

**CONSERVATION EASEMENT
BASELINE DOCUMENTATION REPORT
ANDERSON HOLLOW, LLC
HARDIN COUNTY, TENNESSEE
12-26-2018**



Prepared by
Lead Author: Matthew Moore, Conservation Assistant
Foothills Land Conservancy, Rockford, Tennessee

BASELINE DOCUMENTATION REPORT

ANDERSON HOLLOW, LLC

CONSERVATION EASEMENT

Baseline data for Conservation Easement granted by Anderson Hollow, LLC in Hardin County, Tennessee, to Foothills Land Conservancy.

Prepared by:



**Lead Author: Matthew Moore, Conservation Assistant
Foothills Land Conservancy**



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

Contributing Authors

Meredith Clebsch – supervised development of document and contributed data for species list as noted.

(See Preparer Qualifications below)

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A. Conservation Easement

PROJECT BRIEF

Size: Approximately 200.71 acres

Location: Hardin County, TN

USGS Quad: Pickwick

Elevation: 380' – 640' above mean sea level

Watersheds: Lower Tennessee-Beech/Chambers Creek-Tennessee River/Mud Creek-Tennessee River 060400010504 and Pickwick Lake/Indian Creek-Pickwick Lake/Dry Creek-Pickwick Lake 060300051203

Ecoregions: Transition Hills (65j)

The Anderson Hollow, LLC property (henceforth “the Property”) consists of approximately 200.71 acres in Hardin County, TN. The Property is mostly East Gulf Coastal Plain Shortleaf Pine-Oak Forest with, approximately, 1.9 miles of road frontage. There are three streams or stream branches on the Property including Lower and Upper Anderson Branches, and Bluff Creek. The Tennessee River and Pickwick Lake are to the Property’s south. Tennessee State Highway 69 is north of the Property and Highway 128 to the west.

The Property is being preserved for the protection of the forested ridges, natural rock outcrops, six priority bird species observed on Property, open space forests and water features, Prime Agricultural Soils, natural forest habitat, numerous water resources ideal for wildlife habitat, and the relatively natural habitat corridor for wildlife and many Neotropical breeding birds it supports. Undisturbed habitat in this region well-known for its diversity of aquatic organisms and herbaceous plants is at a premium and therefore warrants greater protections. Both the Tennessee State Wildlife Action Plan (SWAP) and The Nature Conservancy’s (TNC) Transition Hills Ecoregional Priority area include the Property in whole or in part (TNC, 2016, Figure 1). This ecological distinction emphasizes the value of conserving the habitat of the Property. The Property is also located within the WWF defined Southern Rivers and Streams ecoregion, 1 of 35 global ecoregions designated by the organization for potential protections (WWF 2018a).

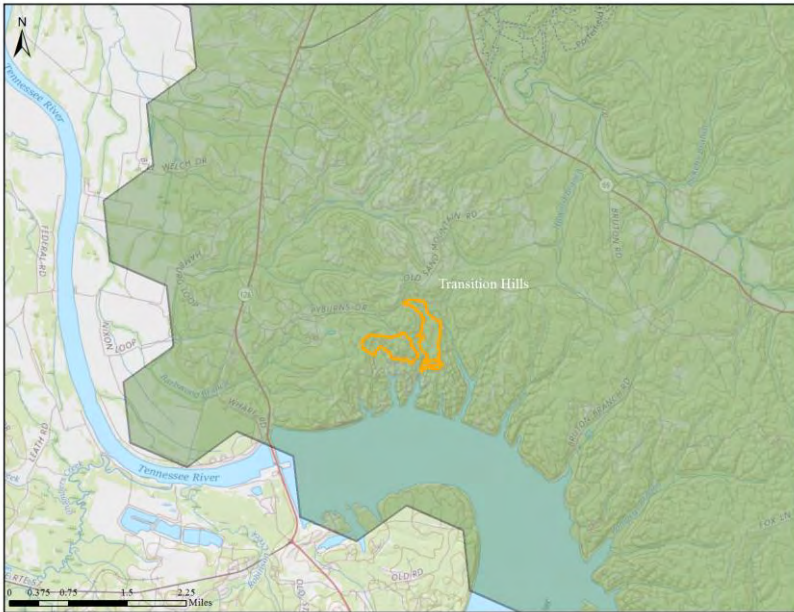


Figure 1. General Property (orange line) and The Nature Conservancy’s Transition Hills Ecoregional Priorities area (green).

BACKGROUND INFORMATION

OWNER ACKNOWLEDGEMENT OF CONDITIONS

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

12/26/18

Date

Grantors:

Anderson Hollow, LLC


By: Blackland Group, LLC
Its: Agent

Blackland Group, LLC

By: _____


Kyle Carney, Manager

Grantee:



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

OWNERSHIP INFORMATION

Anderson Hollow, LLC
22 Shorter Avenue SW
Rome, Georgia 30165
Attn: Mike Mathis

PURPOSE AND SUMMARY OF CONSERVATION EASEMENT PROVISIONS

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

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

SIGNIFICANCE OF THE PROPERTY

The Foothills Land Conservancy Corporate Mission

The Foothills Land Conservancy is a tax-exempt, non-profit land conservation organization. Article V, Section 1 of the Foothills Land Conservancy Charter of Incorporation states that its purpose and objectives are to “work with public agencies, preservation and conservation-oriented organizations, property owners, and the interested public to encourage the preservation of natural and productive lands which contribute to the unique character and heritage of the foothills of the Great Smoky Mountains. The corporation will work to protect, preserve or enhance the land, water, geological, biological, historical, architectural, archeological, cultural or scenic resources of the foothills area and productive values of such lands in a manner consistent with its purpose and the purposes reflected in Tennessee Code Annotated, Section 64-9-301 et seq. (now Section 66-9-301 et seq.) and in conformance with Section 501c(3) of the Internal Revenue Code.” Section 3 further states the Conservancy is “to acquire, through gift, sale or other lawful means, interests in real property as necessary and convenient to protect such characteristics, which may include but are not limited to agricultural productivity, ecological integrity, historic characters, or managed public access.” This easement meets the purpose of the organization by conserving land, watershed, forestry, ecological and historical values.

Tennessee Agricultural, Forestry and Open Space Resource Preservation Act

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

Tennessee Conservation Easement Act of 1981

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

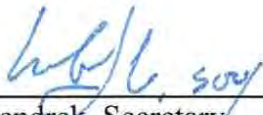
**FOOTHILLS LAND CONSERVANCY BOARD OF DIRECTOR'S
RESOLUTION ACCEPTING CONSERVATION EASEMENT**

Date: 11/8/18

The Board of Directors of Foothills Land Conservancy, a private non-profit corporation, hereby authorizes the acceptance of a conservation easement if offered from Anderson Hollow, LLC, Hardin County, Tennessee.



Madge Cleveland, President



Mark Jendrek, Secretary

**MINUTES OF BOARD MEETING AT WHICH THE EASEMENT WAS ACCEPTED
(excerpted)**

Foothills Land Conservancy (FLC)

**Minutes of the Meeting of the Board of Directors of the Foothills Land Conservancy
November 8, 2018, at the offices of FLC, 3402 Andy Harris Road – Rockford, TN 37853**

Notice of the November 2018 meeting, agenda and the October 2018 minutes were distributed on November 1, 2018. The financials ending 10-31-2018 were provided during the Board Meeting. The following members were in attendance at the November 8, 2018 meeting: Dan Barnett, Sherry Browder, Madge Cleveland, Jenny Hines, Mark King, David Long, Billy Minser, Mike Parish, Steve Polte, and John Proffitt. Members not in attendance were Craig Jarvis, Sara Fortune Rose, John Wilbanks and David Zandstra. Non-voting Recording Secretary, Mark Jendrek, was in attendance. The members in attendance during the meeting’s discussion and voting constituted a quorum. FLC staff members, Bill Clabough, Meredith Clebsch, Elise Eustace, Tom Howe, Matt Moore and Shelby Lyn Sanders were present.

Call to Order

President, Madge Cleveland, called the meeting to order at 6:02pm.

Committee as a Whole - Land Protection Committee

At 6:19pm a motion was made by Mike Parish for FLC’s Board of Directors to go into session as a Committee as a Whole for the Land Projection Committee in order to review potential conservation easement and fee simple projects. This motion was seconded by John Proffitt. The motion carried.

Approval	Date	Project	County	State
FINAL	11/8/2018	Anderson Hollow LLC	Hardin	TN

Meredith Clebsch, along with Tom Howe, Matt Moore, and Shelby Lyn Sanders presented and reviewed a PowerPoint of the 36 conservation easement projects and 1 fee simple project for final approval, which included:

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

The Committee as a Whole adjourned at 7:41pm and went back into the Board Meeting.

Land Protection Committee

Mike Parish led the land protection committee report. Land Protection Committee made the motion to accept for final approval the 36 conservation easement projects and 1 fee simple if offered and subject to any changes being made: Anderson Hollow, LLC.... Dan Barnett seconded the motion. David Long recused himself from voting. The motion carried.

RECITALS
from ANDERSON HOLLOW, LLC
CONSERVATION EASEMENT
(from CE as of (12-14-18))

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

WHEREAS, Grantor is the owner in fee simple of approximately Two Hundred and 71/100 (200.71) acres of real property, more or less, located in Hardin County, Tennessee, which is more particularly described on **Exhibit A-1**, and shown on **Exhibit A-2**, both of which are attached hereto and incorporated by this reference (“Property”); and

WHEREAS, Grantor certifies that the Property possesses certain ecological, natural, scenic, open space, and wildlife habitat values, more specifically set forth below (collectively, “Conservation Values”), of great importance to Grantor, the citizens and residents of, and visitors to, Hardin County, Tennessee, and the people of, and visitors to, the State of Tennessee, including visitors to the Pickwick Landing State Park and Inn, Shiloh National Military Park, Shiloh Indian Mounds, the Tennessee River Trail and Scenic Byway, and other parks and natural areas in and around Hardin County, Tennessee, and which further local, state, and national goals to conserve scenery, open space, wildlife, and wildlife habitat for the enjoyment of future generations; and

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

WHEREAS, the Property has a moderate diversity of vegetation with 127 observed plant species, including thirty-eight trees and fifty-nine grasses and phorb species observed. Preserving these communities contributes to diversity in valued wildlife and ecosystem health and overall ecological resilience during fluctuating conditions; and

WHEREAS, sixteen species of birds were observed on the Property, including the wood thrush (*Hylocichla mustelina*), hooded warbler (*Setophaga citrina*), yellowbreasted chat (*Icteria virens*), scarlet tanager (*Piranga olivacea*), summer tanager (*Piranga rubra*), and northern parula (*Setophaga americana*), all of which are considered priority conservation species by the Appalachian Mountain Joint Venture. Other species are likely to be found during periods of breeding and migration including eight birds of conservation concern or protected by the Bald and Golden Eagle Protection Act; and

WHEREAS, the wood thrush is on the Partners in Flight (PIF) “D” Yellow Watch List because it has had severe declines in population, potentially highly threatened populations, and only moderately sized populations. The central premise of PIF is that public and private organization resources in the Western Hemisphere must be combined, coordinated, and increased to achieve success in conserving bird populations; and

WHEREAS, the easement will help maintain water quality for the Lower Tennessee and Middle Tennessee watersheds, both critical watersheds for freshwater species; and

WHEREAS, the Property is located within The Nature Conservancy's (TNC) Transition Hills Ecoregional Priority Area; and

WHEREAS, the World Wildlife Fund (WWF) ranks the Southeastern Mixed Forest on the Property among the top ten ecoregions in richness of amphibians, reptiles, and birds and among the top ten ecoregions in number of endemic reptiles, amphibians, butterflies, and mammals; and

WHEREAS, nearly the entire Property is within an area of land acquisition priority established by TWRA's 2017 Draft Land Acquisition Plan that includes areas of High or Very High Priority habitat, or terrestrial areas of greater climate resilience; and

WHEREAS, most of the areas on the Property are considered to be resilient; however, those that are immediately adjacent to roadways are considered vulnerable in The Nature Conservancy report on Resilient and Connected Landscapes for Terrestrial Conservation. Resilient lands are classified as those places where nature's own natural resilience is the highest due to diverse topography, bedrock, and soil, where these climate-resilient sites are more likely to sustain native plants, animals, and natural processes into the future, and to become natural strongholds for diversity; and

WHEREAS, the Property is within the Tennessee Wildlife Resource Agency (TWRA) State Wildlife Action Plan (SWAP) designated Tennessee River Conservation Opportunity Area for the presence of Very High Priority Terrestrial Habitat, including the East Gulf Coastal Plain Interior Shortleaf Pine-Oak Forest, Old Field/Successional lands, and Cultivated Cropland, and Very Low Priority Aquatic Habitat for the presence of the Lower Anderson and Upper Anderson Branches, and Bluff Creek; and

WHEREAS, water on the Property is varied, abundant, and of good quality encompassing creeks, springs, depressions, and wetlands. These water features provide habitat for aquatic organisms, reproductive habitat for terrestrial amphibians, drinking sources for wildlife, and numerous additional benefits; and

WHEREAS, the Property harbors several areas of Prime Agricultural Soils within forested areas. Preservation of the Property will help to conserve this resource from degradation through development, natural resource extraction, or improper management; and

WHEREAS, continuity, afforded by this property and adjacent conservation easements, is an important ecological concept for sustaining habitat for plant and animal populations, and ecological communities. Habitat value is enhanced through increased habitat potential and diversity when connectivity occurs. Species can maintain better genetic diversity in larger land areas; and

WHEREAS, the Property lies within both the Mud Creek-Tennessee River and Dry Creek-Pickwick Lake watersheds, and preservation of the relatively natural forested ridges and bottoms, numerous and varied open space water features, and prime agriculture soils, will help to maintain water

quality of the Tennessee River/Pickwick Lake and Kentucky Lake for scenic and recreational purposes; and

WHEREAS, with 1.9 miles of road frontage along both Northshore Drive and Pyburns Road, visibility from Point Grand Drive and Pickwick Lake, and its location across the Lake from Pickwick Landing State Park, the Property conserves a large piece of open space forest and water features in an area highly regarded for its biotic diversity; and

WHEREAS, located between Huntsville, Memphis, and Nashville, the Property will be appreciated by the many visitors to the area drawn by state parks, access to hunting, camping, hiking, water recreation, and the presence of natural lands with night sky views buffered from light pollution;

WHEREAS, the preservation of the water resources and scenic attributes of the undeveloped property will add significantly to the enjoyment of travelers to and residents in these areas and merits preservation through a conservation easement as it supports continued tourism in the region; and

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

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

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

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

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

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

- (a) Preservation of the viewshed for the scenic enjoyment of the general public, which will yield a significant public benefit;

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

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

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

LEGAL CONDITION

DEED OF CONSERVATION EASEMENT WITH PROPERTY DESCRIPTION

(See Exhibit A)

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

these mesic areas, at least two different species of orchid were observed. Most orchids are inherently finicky flora, requiring a very narrow range of conditions in order to survive. Three land cover types account for the majority of the Property: the East Gulf Coastal Plain Shortleaf Pine-Oak Forest with Hardwood Modifier covering most of the Property including nearly the entire western tract, the East Gulf Coastal Plain Shortleaf Pine-Oak Forest with Mixed Modifier focused in the drier areas, and the East Gulf Coastal Plain Northern Mesic Hardwood Forest found to dominate the Property areas in close proximity to water features. Other minor land cover components include the Harvested Forest-Grass/Forb Regeneration, and Pasture/Hay (Figure 2). The description of the East Gulf Coastal Plain Interior Shortleaf Pine-Oak Forest below agrees with our findings on site:

“This forested ecological system of the East Gulf Coastal Plain occurs most extensively on generally rolling uplands north of the range of *Pinus palustris*... The actual amount of *Pinus echinata* present varies based on a number of factors, but intact examples of this system often include stands that are dominated by *Pinus echinata* grading into stands with a mixture of upland hardwoods... *Pinus echinata* may have difficulty replacing itself in the absence of fire, particularly on sites other than the driest ones. Where fire is most frequent the system may develop a relatively pure canopy of *Pinus echinata* typified by a very open woodland structure with scattered overstory trees and an herbaceous-dominated understory; such examples are rare on the modern landscape. More typical are areas in which *Quercus spp.*, *Carya spp.*, *Liquidambar styraciflua*, *Liriodendron tulipifera*, *Acer spp.*, and *Nyssa sylvatica* have become prominent in the midstory and even overstory and in which herbaceous patches are rare.” (NatureServe, 2018a).

East Gulf Coastal Plain Northern Mesic Hardwood Forests occur on slopes and ravines in the areas between drier uplands and stream bottoms. This system

“may be dominated by *Fagus grandifolia* and *Quercus alba*, others by *Quercus alba* or *Quercus pagoda* with other mesic hardwoods. In addition, *Pinus taeda* may be common in some examples in the southern portion of the range and, depending on previous disturbance and site conditions, may be locally dominant” (NatureServe, 2018b).

The habitat found on the Anderson Hollow, LLC Property matched these descriptions well.

During our site visits, the FLC team determined the plant life to be very diverse with a total of 127 plant species recorded. Of the 127 plants, 59 of those species were grasses or forbs. 38 tree species were identified, with five of those species being oaks and two being hickories. Both oak and hickory provide high quality mast for local wildlife. Common game present in Hardin County and the neighboring Pickwick Landing State Park that would be expected on the Property include white-tailed deer, wild turkey, gray squirrels, northern bobwhite, dove, possum, raccoon, coyote, and rabbits. A complete list of species observed is found below.

The diverse landscape, consisting of steep slopes with exposed rock outcrops, forested slopes with rich wetlands, lowlands, and drains, and large swaths of mature hardwood with scattered patches of mature pine, across a broad soil spectrum provides numerous unique habitats in a rural setting ideal for diverse mammal species, breeding birds, and migrating songbirds. Evidence of wildlife on the Property during the site visit was modest, with minnows and frogs being most prominent. Red-tailed hawk (*Buteo*

jamaicensis), American crow (*Corvus brachyrhynchos*), red-eyed vireo (*Vireo olivaceus*) and several other bird species, for a total of 16 species of birds, were heard or seen during the survey of the Property. Six of these species are recognized by the Appalachian Mountains Joint Venture (AMJV), a coordinator of bird conservation plans, as priority species: wood thrush (*Hylocichla mustelina*), hooded warbler (*Setophaga citrina*), yellow-breasted chat (*Icteria virens*), scarlet tanager (*Piranga olivacea*), summer tanager (*Piranga rubra*), and northern parula (*Setophaga americana*) (AMJV, 2012). The wood thrush is on the Partners in Flight (PIF) “D” Yellow Watch List because they have had severe declines in population, have potentially highly threatened populations, and have only moderately sized populations (PIF, 2016). The central premise of PIF is that public and private organization resources in the Western Hemisphere must be combined, coordinated, and increased to achieve success in conserving bird populations. Other species are likely to be found at other times during the breeding and migration seasons.

The mixed forests of the region are prime breeding and migration territory for Neotropical migrants (North American Bird Conservation Initiative, 2016). These hardwood and coniferous forests provide food from the insects that depend on the hardwoods, and through diverse mast production. The evergreen portion with its winter needles provides constant cover from predators and wind, and is also required habitat for many pine-dependent species (Michigan State University Extension, 2014). Populations of Neotropical and many other songbirds are in decline and protecting native forests provides a habitat pool for migration and breeding and is a priority for their conservation.

A total of 7 bird species of concern including American kestrel (*Falco sparverius*), LeConte’s sparrow (*Ammodramus leconteii*), prothonotary warbler (*Protonotaria citrea*), red-headed woodpecker (*Melanerpes erythrocephalus*), prairie warbler (*Dendroica discolor*), red-throated loon (*Gavia stellata*), wood thrush (*Hylocichla mustelina*), and the Eagle Act protected bald eagle (*Haliaeetus leucocephalus*) could benefit from the protection of the Property (U.S. Fish & Wildlife Service, 2018). Other species that could benefit from conservation of the Property include the endangered gray bat (*Myotis grisescens*), Indiana bat (*Myotis sodalists*), clubshell (*Pleurobema clava*), cracking pearl mussel (*Hemistena lata*), fanshell (*Cyprogenia stegaria*), orangefoot pimpleback (*Plethobasus cooperianus*), pink mucket (*Lampsilis abrupta*), ring ping (*Obovaria retusa*), rough pigtoe (*Pleurobema plenum*), sheepnose mussel (*Plethobasus cyphus*), spectaclecase (*Cumberlandia mondonta*), and white wartyback (*Plethobasus cicatricosus*), and the threatened northern long-eared bat (*Myotis septentrionalis*) and Price’s potato-bean (*Apios priceana*). It is likely that species of dragonflies, skippers, and butterflies would be observed on the Property during migration and breeding seasons. Some sign of wild hogs was noted on the Property, but damage was limited.

Landscape diversity and connectedness are acknowledged as critical elements for the persistence of species during a changing climate. Areas on the Property are considered to be mostly resilient as defined in The Nature Conservancy report on Resilient and Connected Landscapes for Terrestrial Conservation, but areas of vulnerability are present (Figure 3). Areas considered to be “Resilient” are “the places where nature’s own natural resilience is the highest. Thanks to the land’s diverse topography, bedrock, and soil, these climate-resilient sites are more likely to sustain native plants, animals, and natural processes into the future, becoming natural strongholds for diversity” (Anderson et al, 2016). This division of areas based on their ability to support flora and fauna during alterations from climate change illustrates the necessity of protecting resilient lands and, if preserved, they can become a refuge for species through an extended and unpredictable climatic future. This highlights the value and ecological importance of the Property’s habitats.



Figure 3. Property with mostly resilient areas, but some areas of vulnerability as defined in The Nature Conservancy report on Resilient and Connected Landscapes for Terrestrial Conservation.

The Property falls within an area of land acquisition priority set forth in the Tennessee Wildlife Resource Agency (TWRA) 2017 Draft Land Acquisition Plan (Figure 5). This plan “includes natural vegetation areas that score as High or Very High Priority for either one or more habitat priorities in the 2015 Tennessee State Wildlife Action Plan (TN-SWAP) or for overall terrestrial climate resilience in The Nature Conservancy’s 2014 Southeast Resilience analysis (Data Basin, 2017). The Property also lies within The Nature Conservancy’s (TNC) Transition Hills Ecoregional Priority area (Figure 1). The Nature Conservancy’s Tennessee River Bluffs Ecoregional Priority area is also located a short way downstream from the Property. These priority areas are part of an ecoregional portfolio that “is intended to maintain the ecological and evolutionary potential and long-term survival of all native life and natural communities, not just those that are rare, threatened or endangered” (NatureServe, 2018c).

The Property is within the Tennessee River Conservation Opportunity Area delineated within the 2015 TWRA SWAP (TWRA, 2015). The Property contains areas of Very High

The Morphological Spatial Pattern Analysis (MSPA) from the Environmental Protection Agency (EPA) indicates a good degree of green infrastructure connectivity in the immediate Property area (EPA, 2006, Figure 4). As is typical for the landscape in this region, silviculture and agriculture have resulted in a highly divided green infrastructure network, creating greater emphasis on environmental preservation and management. The MSPA shows the fragmentation occurring in areas surrounding the Property, increasing the pressure on remaining habitat.

The Property falls within an area of land acquisition priority set forth in the Tennessee Wildlife Resource Agency (TWRA) 2017 Draft Land Acquisition

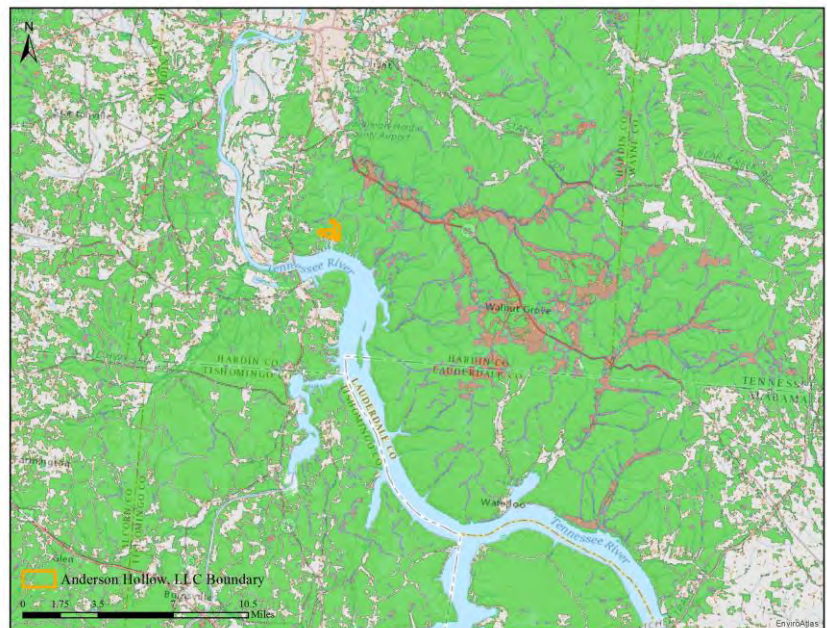


Figure 4. Morphological Spatial Pattern Analysis of green infrastructure connectivity indicating a good degree of connectivity (green) on and surrounding the Property (orange).

Priority Terrestrial Habitat including the East Gulf Coastal Plain Interior Shortleaf Pine-Oak Forest, Old Field/Successional, and Cultivated Cropland, and Very Low Priority Aquatic Habitat for the presence of Bluff Creek (TWRA, 2015, Figure 6). SWAP priorities include those for terrestrial habitats, downstream aquatic habitats, or nearby karst (cave) habitats” (Data Basin, 2017).

Water on the Property is varied, abundant, and of good quality encompassing creeks, drains, depressions, and wetlands (See Map Section -Wetlands Map). There are at least three streams or stream branches across the property, including Upper and Lower Anderson Branches and Bluff Creek. These water features provide habitat for aquatic organisms, reproductive habitat for terrestrial amphibians, drinking sources for wildlife, and numerous additional benefits. Although Tennessee Department of Environment & Conservation (TDEC) did not evaluate the Property’s water features directly, both the Tennessee River-Kentucky Reservoir and Tennessee River-Pickwick Reservoir were determined to be Not Supporting as of 2016 and waters from the Property feed into the Tennessee River (TDEC, 2018). The Kentucky Reservoir is not supporting because dissolved oxygen levels were outside acceptable limits, while total phosphorous levels were not within established boundaries in Pickwick Reservoir. Protection of the Prime Agricultural Soils and water features from development, alteration, improper use, or degradation allows for retention and potential improvement of many public benefits that will be increasingly important in the future including: reduced storm water runoff, ground water recharge, permeable surface retention, runoff filtration, and decreased sedimentation to downstream water bodies.

The Property is within the Mud Creek-Tennessee River and Dry Creek-Pickwick Lake watersheds, both upstream of Tennessee River reservoirs. The easement will help to improve the water quality of this river system which is well-known for its recreational uses, and residential and scenic values (TWRA, 2015).

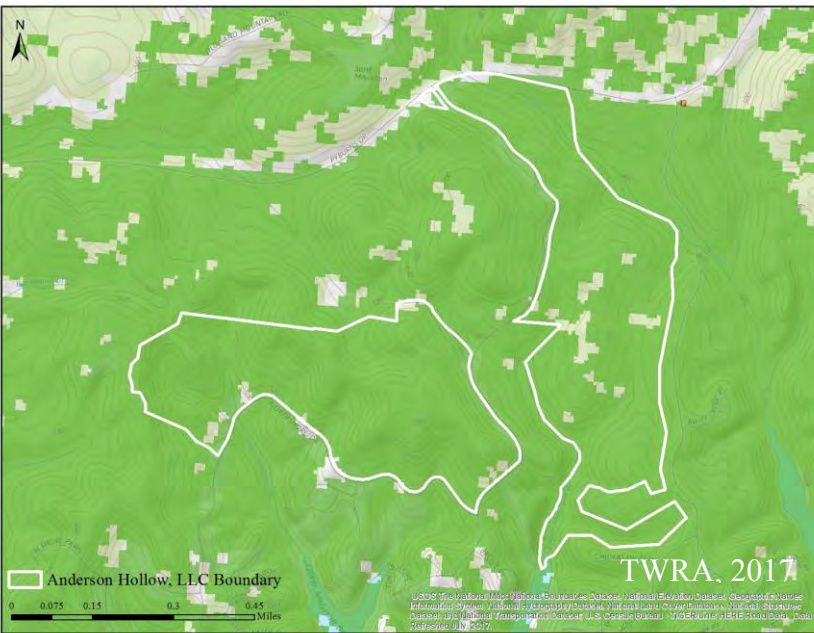


Figure 5. TWRA 2017 Draft Land Acquisition Plan highlighting natural vegetation areas that are considered High or Very High Priority.

With a trend towards greater demand on fewer resources, maintaining the quality of lands that support water quality is increasingly important. The easement will help maintain water quality for the Lower Tennessee River and Middle Tennessee-Elk River watersheds, both critical watersheds for freshwater species (NatureServe, 2015)

With natural forestland, rock outcrops, maintained herbaceous/forb regeneration in powerline right-of-ways, and ample water features, the Anderson Hollow, LLC property functions as an especially important buffer to nearby conservation areas and waterways and is a critical component in the support of regional

continuity of wildlife corridors. Waterways and intact forestlands are important conduits for movement of both plant and animal species across the landscape and conservation of these areas is vital if this

center for gastropod diversity is to be preserved as such. Their protection will support the increasingly critical need of maintaining landscape continuity and biodiversity.

The Property’s several ridges adjacent the Tennessee River makes it highly desirable for potential development. With scenic views of the river, the Property would be an ideal location for dense housing built on tops of these ridges to exploit those views or close to picturesque water features within the Property. As of 1997 very little of the area surrounding the Property had been developed, but since that time seven major developments have been constructed along the Tennessee River or on the sloughs immediately off the main water body. Putting the Property into a conservation easement ensures that the ridges are not developed or cleared for viewsheds and the drains and streams are not cleared for dense, lake-adjacent homes, but also protects the unique rock outcrops, Prime Agricultural Soils, the relatively natural wildlife habitat, and the numerous water features.

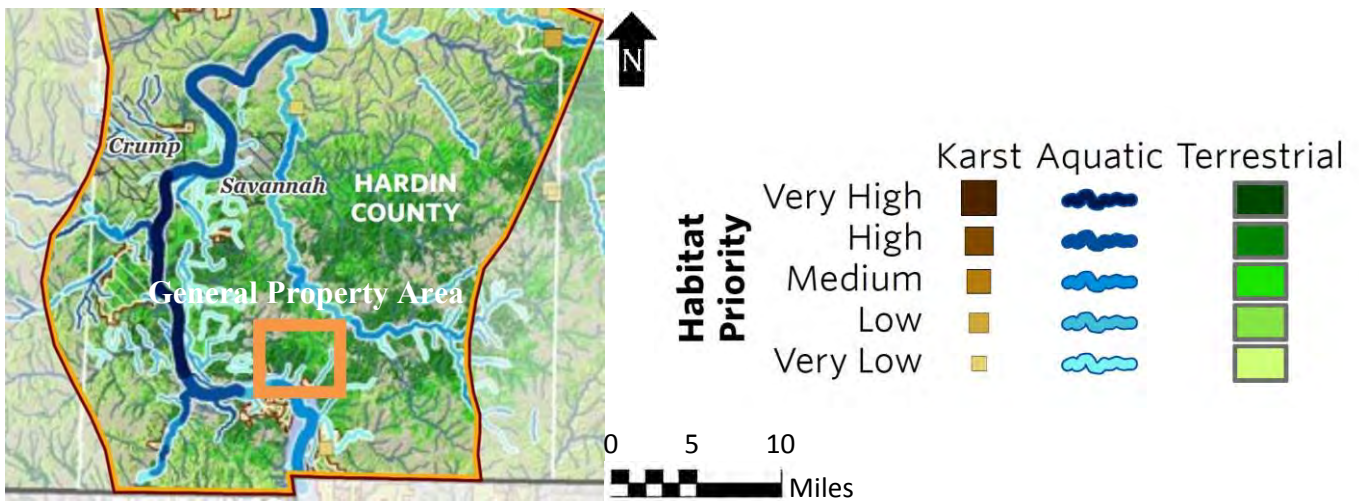


Figure 6. Tennessee State Wildlife Action Plan (TN SWAP) Tennessee River Conservation Opportunity Area with Terrestrial and Aquatic Priority Habitats located within the Property.

There is a firmly established pattern of land preservation within or near the Property watersheds including Shiloh National Battlefield (4,200 ac), Pickwick Landing State Park, (681 ac), J.P. Coleman State Park, and a section of Natchez Trace Parkway and Scenic Trail (45,000 ac). Five easements held by other land trusts totaling 773.3 acres are within 20 miles of the Property, and 5,151.61 acres in six other Foothills Land Conservancy easements are within approximately 50 miles. Adding conservation protections to the Property to preserve the natural forested ridges, unique rock outcrops, Prime Agricultural Soils, natural forest and stream habitats, and the water resources, not only furthers regional landscape continuity, but also is of great benefit to the health of the local community through the preservation of wildlife, water quality, scenic views and open space.

CONSERVATION MANAGEMENT AREAS

For the best protection of the resources, two Conservation Management Areas have been designated (see maps section). Across all management areas, the restrictions set out in the Conservation Easement apply in order to maintain conservation values. Also, the right to improve conservation value, if approved by the land trust, is also provided.

Conservation Management Area A covers any of the Property not included in Area B. Conservation Management Area B consists of the Property’s visible ridges proximal to Northshore Drive and Pyburns Road, the rock outcrops along those ridges, Northshore Drive and Pyburns Road themselves, any ephemeral, perennial, and blue-line streams, wetlands, or other water bodies and their high water areas, and a 100 foot buffer around each. Any use of the Property that is actually taking place within Management Area B as of the date of this Easement may possibly continue so long as that use does not change, alter, expand, or vary in any other way so as to have an adverse impact on the Conservation Values of the Property. Refer to the Conservation Easement for details of full rights and restrictions including Reserved Rights.

OPEN SPACE

The Property is within the Mud Creek-Tennessee River and Dry Creek-Pickwick Lake watersheds. Both Mud Creek and Dry Creek feed into the Tennessee River which is the setting for Pickwick Landing State Park and a portion of the Natchez Trace Parkway and Scenic Trail. The state park provides areas for hiking, fishing, kayaking, boating, birding, camping, swimming, disc golfing, and golfing on or near the river (Tennessee State Parks, 2017). Both watersheds are well known for their recreational fishing, kayaking, and swimming, and for their natural landscape. Conservation of the ridges overlooking the Tennessee River, relatively natural open space forestlands, natural forested ridges, rock outcrops, open space water features, and Prime Agricultural Soils will help to maintain water quality of the Mud Creek and Dry Creek watersheds for scenic and recreational purposes. Portions of Bluff Creek, the relatively natural forests, open space forest regeneration, and portions of the forested ridges are visible to travelers along Northshore Drive, Pyburns Road, Point Grand Drive, and from the Pickwick Reservoir of the Tennessee River. Located only 1.25 miles from Pickwick Landing State Park, and 2.5 miles from Bruton Branch Recreation Area, the Property and preservation thereof, ensures that the mission of these parks is reinforced in the surrounding area and further supports tourist’s appreciation of the natural setting. A conservation easement on the Property conserves a large piece of open space forest and rock outcrops in an area with high development potential and little remaining natural habitat, and also

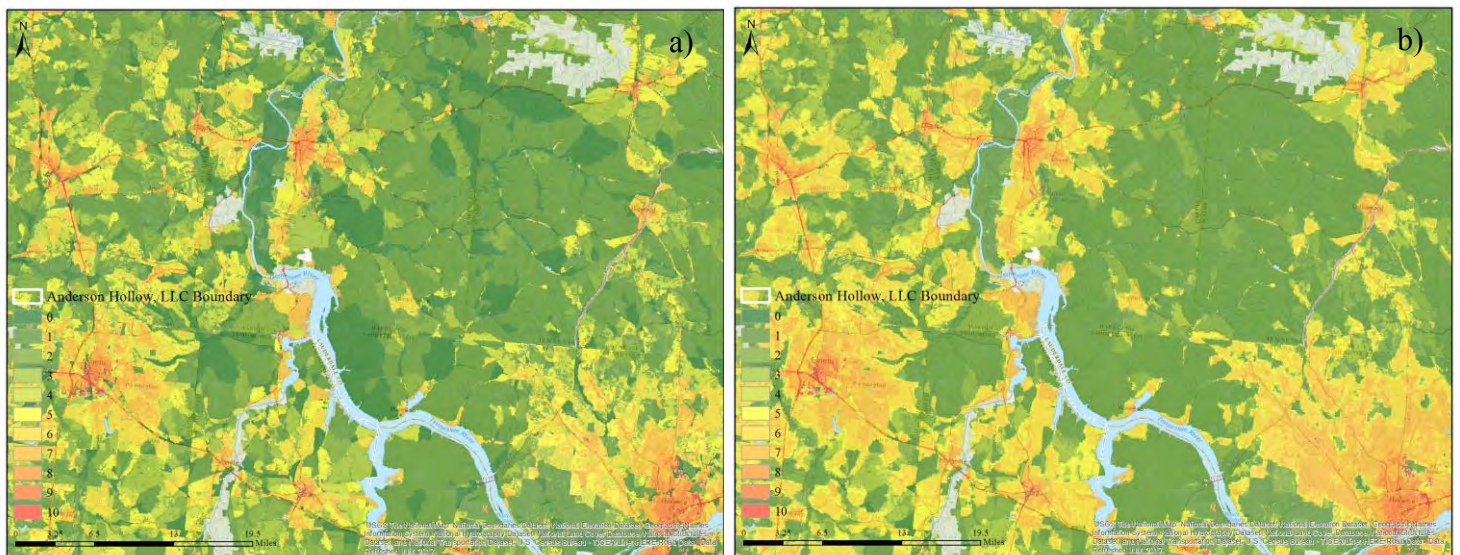


Figure 7. 2000 (a) and projected 2030 (b) housing densities in and around the Property. Scale represents decreasing lot size per housing unit from green to red (0-10). Property represented by a white boundary line in the white box.

preserves water features important to the aquatic species diversity this area is highly regarded for,

encouraging continued tourism to the area. Preservation of these assets is encouraged by the state for the enjoyment of the community. The absence of light pollution is also important for human appreciation of the night sky and landscape and will add significantly to public enjoyment and to the success of wildlife. Areas of minimally disturbed darkness are also critical for insect species.

Putting permanency to the Property's preservation through this conservation easement is consistent with the local and state government's goals for the region. As a representative part of the sparsely developed landscape, keeping the Property in its current open space condition not only offers a significant benefit of habitat continuity for wildlife, but also provides an ecologically compatible viewshed for all who seek a natural venue for pleasure and recreation. There is a clear trend of development along the lakefront and in the surrounding area (Theobald, 2008, Figure 7a & b). Situated along the Tennessee River nearly equidistant from Nashville and Memphis, Tennessee and Huntsville, Alabama, the location of the Property makes it likely that development pressure will only increase in future years. It is evident from the property ownership and historical land use patterns of the region that this trend of fragmentation is not likely to abate without landowner initiative and that continuing fragmentation will be a factor impacting existing conservation areas. Therefore, protecting the Property from increased human impacts will help considerably in protecting the health of the natural resources it supports, such as wildlife, clean air, water, and land, and further protect the scenic character of the area that is increasingly sought out for low impact recreation and relief from the speed and closeness of urban life. These are valuable aspects of the resources and the scenic and natural character of the area that provide considerable public benefit to visitors.

GEOLOGY

Most of the Property is underlain by the Eutaw Formation which is gray-green sand with gray laminated clays. The ridges of the western tract are mostly Coffee Sand, which is a fine-grained sand interbedded with gray laminated clays which frequently contain carbonized or silicified wood. A few of the higher hills on the Property are High Level Alluvial Deposits which is described as iron-stained gravel, sand, silt, and clay with variable thickness. Closest to the reservoir and encompassing areas right around Bluff Creek is the Fort Payne Formation. This particular formation is bedded chert and minor shale. The shale is thin and green at the base. For map and detailed descriptions, see the Sub-surface Geology Map with Legend in the Maps section below.

SOILS

The soils are gravelly residuum from cherty limestone; gravelly alluvium or marine deposits; loamy alluvium or colluvium from limestone, sandstone, and shale; loamy fluviomarine deposits from sedimentary rock; loamy marine deposits; stratified clayey or loamy marine deposits; clayey residuum from limestone; loess over alluvium; loess over clayey alluvium from sedimentary rock; or stratified loamy or sandy alluvium. Soils on the Property are numerous and varied but tend to be Waynesboro loams, Shubuta loams, and Bodine soils. The Prime Agricultural Soils are Falaya loam that is stratified loamy and/or sandy alluvium, Freeland loam with two to five percent slopes with eroded loess over loamy alluvium, and Waynesboro fine sandy loam of five to eight percent slopes and consisting of loamy alluvium and/or colluvium derived from limestone, sandstone, and shale. None of the Prime Agricultural Soils are in production but some are in close proximity to Northshore Drive. An easement would ensure that these soils better suited for farming were not degraded by development. Areas that

are not Prime Agricultural Soils are limited in their potential use, requiring specific crops or farming techniques or can only sustain forest management, wildlife management or livestock grazing. Soil limitations are due to erosion potential or shallowness.

LAND USE INFORMATION

Settlement of the Hardin County area by white settlers occurred in 1816 with land grants received by the Hardin Family (The Tennessee Encyclopedia of History and Culture, 2010), but the Chickasaw were present in the area well before that time and Savannah, Tennessee is surrounded by prehistoric mounds. Once post-Revolutionary War settlers arrived, farms were carved out of the forest wilderness, and some of those farms have been in production continuously since their settlement. Many of the creeks were used to power mills that ground grain originally, but were later used to exploit the natural resources in the area including timber, rock, and minerals. Historically, the Property has been used for timbering, but there is no evidence of any logging within the past 20 years. Controlling access to and management of the Property is essential for future protection of these and other resources. Putting the Property into a conservation easement would maintain the quality of the Prime Farmland Soils. Access to the Property is permitted only by permission of the land owner at this time.

ANTHROPOGENIC FEATURES

There are no permanent structures on the Property. One dirt road exists on each of the two larger Property areas. Both begin on or near the powerline right-of-ways and roughly follow the ridgeline west on the western tract and south on the eastern tract. Northshore drive runs along the south and a portion of the southeastern boundary of the western Property tract and the northwest boundary of the eastern Property tract. Pyburns Road forms the northern boundary of the eastern tract. For the full extent of current anthropogenic features, see Anthropogenic Features Map in the Map Section.

In summary, the presence of the forested ridges, rock outcrops, Prime Agricultural Soils, natural forest and open space stream habitats across the landscape of the Property function as an especially important link in the restoration and preservation of air and water quality, and species richness of the Transition Hills. Therefore, the Property serves as a critical component in the support of regional continuity of wildlife corridors within the Tennessee River Watershed. Combined with the preservation of the open space and scenic viewshed of a Rural Area, it will manifestly contribute to the well-being of the community and its awareness of the necessity to preserve our open spaces and waterways. Protecting the conservation values on the Property will serve a vital function as a significant contributor to the overall scale and ecological viability of these important habitats throughout the East Gulf Coastal Plains for the future.

FLORA AND FAUNA REPORTS

TN DEPARTMENT OF NATURAL HERITAGE DATABASE REPORT ON LISTED SPECIES

Within one mile of the Anderson Hollow boundaries the following rare species have been previously observed.

Type	Scientific Name	Common Name	Global Rank	St. Rank	Fed. Prot.	St. Prot.	Habitat
Vascular Plant	<i>Silene ovata</i>	Ovate Catchfly	G3	S2	--	E	Open Oak Woods
Vascular Plant	<i>Salvia azurea</i> var. <i>grandiflora</i>	Blue Sage	G4G5T4?	S3	--	S	Barrens
Vascular Plant	<i>Lysimachia fraseri</i>	Fraser's Loosestrife	G3	S2	--	E	Dry Open Woods
Vertebrate Animal	<i>Haliaeetus leucocephalus</i>	Bald Eagle	G5	S3	--	D	Areas close to large bodies of water; roosts in sheltered sites in winter; communal roost sites common.

Within four miles of the parcels the following additional rare species have been reported:

Type	Scientific Name	Common Name	Global Rank	St. Rank	Fed. Prot.	St. Prot.	Habitat
Vascular Plant	<i>Apios priceana</i>	Price's Potato-bean	G3	S3	LT	E	Openings In Rich Woods
Vertebrate Animal	<i>Carpionodes velifer</i>	Highfin Carpsucker	G4G5	S2S3	--	D	Large rivers, mostly in Tennessee River drainage.
Vertebrate Animal	<i>Cryptobranchus alleganiensis</i>	Hellbender	G3G4	S3	No Status	D	Rocky, clear creeks and rivers with large shelter rocks.
Invertebrate Animal	<i>Cyprogenia stegaria</i>	Fanshell	G1Q	S1	LE, XN	E	Medium to large streams and rivers with coarse sand and gravel substrates; Cumberland and Tennessee river systems.
Vascular Plant	<i>Erythronium rostratum</i>	Beaked Trout-lily	G5	S2	--	S	Mesic Woods And Slopes

Invertebrate Animal	<i>Lampsilis abrupta</i>	Pink Mucket	G2	S2	LE	E	Generally a large river species, preferring sand-gravel or rocky substrates with mod-strong currents; Tennessee & Cumberland river systems.
Invertebrate Animal	<i>Lithasia salebrosa</i>	Muddy Rocksnail	G2G3Q	S2	--	Rare, Not State Listed	Formerly occurred in portions of lower Cumberland and lower Tennessee systems; may be limited to dam tailwaters currently.
Invertebrate Animal	<i>Obovaria retusa</i>	Ring Pink	G1	S1	LE,XN	E	Large rivers in gravel and sand bars; Tennessee & Cumberland river watersheds; many historic locations currently inundated.
Invertebrate Animal	<i>Orconectes alabamensis</i>	Alabama Crayfish	G5	S2	--	D	Small-medium sized streams, in pools under rocks; Tennessee River tributaries from Shoal Creek downstream to the Buffalo River.
Invertebrate Animal	<i>Orconectes wrighti</i>	Hardin Crayfish	G2	S2	--	E	Small-medium sized streams with cobble-sand substrates, under rocks or in leaf litter; western tribs of the Tennessee River in Hardin & McNairy counties.
Vascular Plant	<i>Panax quinquefolius</i>	American Ginseng	G3G4	S3S4	--	S-CE	Rich Woods
Invertebrate Animal	<i>Plethobasus cicatricosus</i>	White Wartyback	G1	S1	LE, XN	E	Presumed to inhabit shoals and riffles in large rivers; Tennessee & Cumberland river systems. Very rare & poss extirpated in TN.
Invertebrate Animal	<i>Plethobasus cooperianus</i>	Orangefoot Pimpleback	G1	S1	LE, XN	E	Large rivers in sand-gravel-cobble substrates in riffles and shoals in deep flowing water; Cumberland & Tennessee river systems.

Animal Assemblage	Rookery	Heron Rookery	G5	SNR	--	Rare, Not State Listed	<Null>
Vertebrate Animal	Sistrurus miliarius streckeri	Western Pygmy Rattlesnake	G5T5	S2S3	--	T	Usually near water in river floodplains, swamps, marshes, and wet prairies; occas drier wooded uplands; W half of Tenn., generally.

OBSERVED SPECIES LIST by Meredith Clebsch, and Matthew Moore, during site a visit 7/02/2018 (plants after Weakley, 2015)

Plants		
Genus	Species	Common Name
<i>Acer</i>	<i>rubrum</i>	Red Maple
<i>Actaea</i>	<i>sp.</i>	Bugbane
<i>Albizia</i>	<i>julibrissin</i>	Mimosa
<i>Amelanchier</i>	<i>arborea</i>	Common Serviceberry
<i>Amelanchier</i>	<i>sp.</i>	Serviceberry
<i>Andropogon</i>	<i>virginicus</i>	Broomsedge Bluestem
<i>Antennaria</i>	<i>sp.</i>	Pussytoes
<i>Aralia</i>	<i>spinosa</i>	Devil's Walkingstick
<i>Arisaema</i>	<i>triphillum</i>	Jack-in-the-Pulpit
<i>Asclepias</i>	<i>amplexicaulis</i>	Sand Milkweed
<i>Asplenium</i>	<i>platyneuron</i>	Ebony Spleenwort
<i>Callicarpa</i>	<i>americana</i>	Beautyberry
<i>Carduus</i>	<i>sp.</i>	Thistle
<i>Carex</i>	<i>rosea</i>	Rosy Sedge
<i>Carex</i>	<i>sp.</i>	Sedge
<i>Carpinus</i>	<i>caroliniana</i>	Ironwood (American Hornbeam)
<i>Carya</i>	<i>glabra</i>	Pignut Hickory
<i>Carya</i>	<i>pallida</i>	Sand Hickory
<i>Castanea</i>	<i>pumila</i>	Allegheny Chinkapin
<i>Chasmanthium</i>	<i>laxum</i>	Slender Spikegrass
<i>Clitoria</i>	<i>Mariana</i>	Atlantic Pigeonwings
<i>Coreopsis</i>	<i>major</i>	Whorled Coreopsis
<i>Cornus</i>	<i>florida</i>	Flowering Dogwood
<i>Cynoglossum</i>	<i>virginianum</i>	Comfrey
<i>Cystopteris</i>	<i>protrusa</i>	Lowland Bladder Fern
<i>Danthonia</i>	<i>sp.</i>	Oat Grass
<i>Decumaria</i>	<i>barbara</i>	Climbing Hydrangea
<i>Desmodium</i>	<i>viridiflorum</i>	Velvety Tick-Trefoil
<i>Dichanthelium</i>	<i>sp.</i>	Panic Grass
<i>Diodia</i>	<i>sp.</i>	Buttonweed
<i>Dioscorea</i>	<i>villosa</i>	Wild Yam
<i>Diospyros</i>	<i>virginiana</i>	Persimmon
<i>Elephantopus</i>	<i>tomentosus</i>	Common Elephant's-foot
<i>Erianthus</i>	<i>giganteus</i>	Giant Plume Grass
<i>Eupatorium</i>	<i>capillifolium</i>	Common Dog-fennel

<i>Euphorbia</i>	<i>corollata</i>	Eastern Flowering Spurge
<i>Eutrochium</i>	<i>sp.</i>	Joe Pye Weed
<i>Fagus</i>	<i>grandifolia</i>	American Beech
<i>Frangula</i>	<i>caroliniana</i>	Carolina Buckthorn
<i>Fraxinus</i>	<i>pennsylvanica</i>	Green Ash
<i>Galium</i>	<i>sp.</i>	Bedstraw
<i>Geum</i>	<i>sp.</i>	Avens
<i>Helianthus</i>	<i>microcephalus</i>	Small-headed Sunflower
<i>Heuchera</i>	<i>americana</i>	American Alumroot
<i>Hydrangea</i>	<i>quercifolia</i>	Oakleaf Hydrangea
<i>Hylodesmum</i>	<i>nudiflorum</i>	Naked Tick Trefoil
<i>Hypericum</i>	<i>sp.</i>	Shrubby St. Johnswort
<i>Hypericum</i>	<i>sp.</i>	St. Johnswort
<i>Ilex</i>	<i>opaca</i>	American Holly
<i>Impatiens</i>	<i>capensis</i>	Spotted Touch-Me-Not
<i>Iris</i>	<i>cristata</i>	Dwarf Crested Iris
<i>Juniperus</i>	<i>virginiana</i>	Red Cedar
<i>Lepidium</i>	<i>sp.</i>	Pepperwort
<i>Lespedeza</i>	<i>sp.</i>	Lespedeza
<i>Liatris</i>	<i>sp.</i>	Blazing Star
<i>Liquidambar</i>	<i>styraciflua</i>	Sweet Gum
<i>Liriodendron</i>	<i>tulipifera</i>	Tulip Poplar
<i>Lobelia</i>	<i>sp.</i>	Lobelia
<i>Lonicera</i>	<i>japonica</i>	Japanese Honeysuckle
<i>Maianthemum</i>	<i>racemosum</i>	False Solomon's Seal
<i>Microstegium</i>	<i>vimineum</i>	Japanese Stilt Grass
<i>Mikania</i>	<i>sp.</i>	Mikania
<i>Mimosa</i>	<i>microphylla</i>	Sensitive Plant
<i>Muscadinia</i>	<i>rotundifolia</i>	Muscadine
<i>Mushrooms</i>	<i>spp.</i>	Mushrooms
<i>Nabalus</i>	<i>sp.</i>	Rattlesnake Root
<i>Nyssa</i>	<i>sylvatica</i>	Black Gum
<i>Lorinseria</i>	<i>areolata</i>	Netted Chain Fern
<i>Osmunda</i>	<i>spectabilis</i>	Royal Fern
<i>Osmundastrum</i>	<i>cinnamomeum</i>	Cinnamon Fern
<i>Ostrya</i>	<i>virginiana</i>	Hop Hornbeam
<i>Oxydendrum</i>	<i>arboreum</i>	Sourwood
<i>Panicum</i>	<i>virgatum</i>	Blunt Panic Grass
<i>Parthenocissus</i>	<i>quinquefolia</i>	Virginia Creeper
<i>Passiflora</i>	<i>lutea</i>	Eastern Yellow Passionflower
<i>Paulownia</i>	<i>tomentosa</i>	Princess Tree

<i>Phegopteris</i>	<i>hexagonoptera</i>	Broad Beech Fern
<i>Pinus</i>	<i>echinata</i>	Short-leaf Pine
<i>Pinus</i>	<i>taeda</i>	Loblolly Pine
<i>Pinus</i>	<i>virginiana</i>	Virginia Pine
<i>Pityopsis</i>	<i>sp.</i>	Silkgrass
<i>Platanthera</i>	<i>clavellata</i>	Small Green Wood Orchid
<i>Platanus</i>	<i>occidentalis</i>	Sycamore
<i>Pleopeltis</i>	<i>polypodioides var. michauxiana</i>	Resurrection Fern
<i>Podophyllum</i>	<i>peltatum</i>	May-apple
<i>Polygonum</i>	<i>sp.</i>	Knot-weed
<i>Polystichum</i>	<i>acrostichoides</i>	Christmas Fern
<i>Prunus</i>	<i>americana</i>	Wild Plum
<i>Prunus</i>	<i>serotina</i>	Black Cherry
<i>Pteridium</i>	<i>latiusculum var. latiusculum</i>	Eastern Bracken
<i>Quercus</i>	<i>alba</i>	White Oak
<i>Quercus</i>	<i>montana</i>	Chestnut Oak
<i>Quercus</i>	<i>rubra</i>	Northern Red Oak
<i>Quercus</i>	<i>stellata</i>	Post Oak
<i>Quercus</i>	<i>velutina</i>	Black Oak
<i>Rhododendron</i>	<i>sp.</i>	Azalea
<i>Rhus</i>	<i>copallinum var. copallinum</i>	Winged Sumac
<i>Robinia</i>	<i>pseudoacacia</i>	Black Locust
<i>Rubus</i>	<i>sp.</i>	Blackberry
<i>Rubus</i>	<i>sp.</i>	Deerberry
<i>Rudbeckia</i>	<i>hirta var. hirta</i>	Black-eyed Susan
<i>Rumex</i>	<i>sp.</i>	Dock
<i>Salix</i>	<i>nigra</i>	Black Willow
<i>Salvia</i>	<i>lyrata</i>	Lyreleaf Sage
<i>Sanguinaria</i>	<i>canadensis</i>	Bloodroot
<i>Sassafras</i>	<i>albidum</i>	Sassafras
<i>Schizachyrium</i>	<i>scoparium</i>	Little Bluestem
<i>Scutellaria</i>	<i>sp.</i>	Skullcap
<i>Senecio</i>	<i>sp.</i>	Groundsel
<i>Smilax</i>	<i>glauca</i>	Glaucous Greenbrier
<i>Smilax</i>	<i>rotundifolia</i>	Common Greenbrier
<i>Solidago</i>	<i>odora</i>	Sweet Goldenrod
<i>Solidago</i>	<i>speciosa var. speciosa</i>	Showy Goldenrod
<i>Stokesia</i>	<i>laevis</i>	Stokes Aster
<i>Stylosanthes</i>	<i>biflora</i>	Pencil-flower
<i>Styrax</i>	<i>grandifolius</i>	Bigleaf Snowbell

<i>Symphyotrichum</i>	<i>priceae</i>	Lavender Oldfield Aster
<i>Tephrosia</i>	<i>sp.</i>	Goat's-rue
<i>Thelypteris</i>	<i>noveboracensis</i>	New York Fern
<i>Toxicodendron</i>	<i>pubescens</i>	Poison Oak
<i>Toxicodendron</i>	<i>radicans</i>	Poison Ivy
<i>Ulmus</i>	<i>alata</i>	Winged Elm
<i>Ulmus</i>	<i>americana</i>	American Elm
<i>Ulmus</i>	<i>rubra</i>	Red Elm
<i>Urtica</i>	<i>sp.</i>	Nettle
<i>Vaccinium</i>	<i>arboreum</i>	Farkleberry
<i>Viburnum</i>	<i>rufidulum</i>	Rusty Black Haw
<i>Viola</i>	<i>primulifolia</i>	Primrose-lvd. Violet

Birds		Other	
Scientific Name	Common Name	Scientific Name	Common Name
<i>Buteo jamaicensis</i>	Red-tailed Hawk		Minnows
<i>Contopus virens</i>	Eastern Wood-Pewee		Frog
<i>Dryocopus pileatus</i>	Pileated Woodpecker		
<i>Geothlypis trichas</i>	Common Yellowthroat	Other Insects	
<i>Hyloicicha mustelina</i>	Wood Thrush	Scientific Name	Common Name
<i>Icteria virens</i>	Yellow-Breasted Chat		Dragonfly
<i>Picoides villosus</i>	Hairy Woodpecker		Damselfly
<i>Setophaga citrina</i>	Hooded Warbler		Butterfly
<i>Thryothorus ludovicianus</i>	Carolina Wren		Cicada
<i>Corvus brachyrhynchos</i>	American Crow		
<i>Vireo olivaceus</i>	Red-eyed Vireo		
<i>Piranga olivacea</i>	Scarlet Tanager		
<i>Piranga rubra</i>	Summer Tanager		
<i>Setophaga americana</i>	Northern Parula		
<i>Baeolophus bicolor</i>	Tufted Titmouse		
<i>Coragyps atratus</i>	Black Vulture		

ARCHAEOLOGY REPORT

TN DIVISION OF ARCHAEOLOGY LETTER ON ARCHAEOLOGY DATABASE

Sent: Tue 8/7/2018 2:33 PM

From: TDOA SiteFile <TDOA.SiteFile@tn.gov>
To: Matt Moore
Cc:
Subject: RE: Hardin County Property Inquiry

Matt,


There are no recorded archaeological sites within the Hardin County property boundary provided. There is one recorded archaeological site within one mile of the property. However, there are 11 recorded sites within 1.5 miles.

This area has not been comprehensively surveyed to determine presence or absence of archaeological sites.

Please let me know if you have any questions.

Kind regards,
Satin

Please Note: We have a new email address! Please direct any future site file inquiries, including record requests, site file appointments, map checks and site form submissions to TDOA.sitefile@tn.gov and one of our site file curators will respond to your inquiry as soon as possible.

 **Department of
Environment &
Conservation**

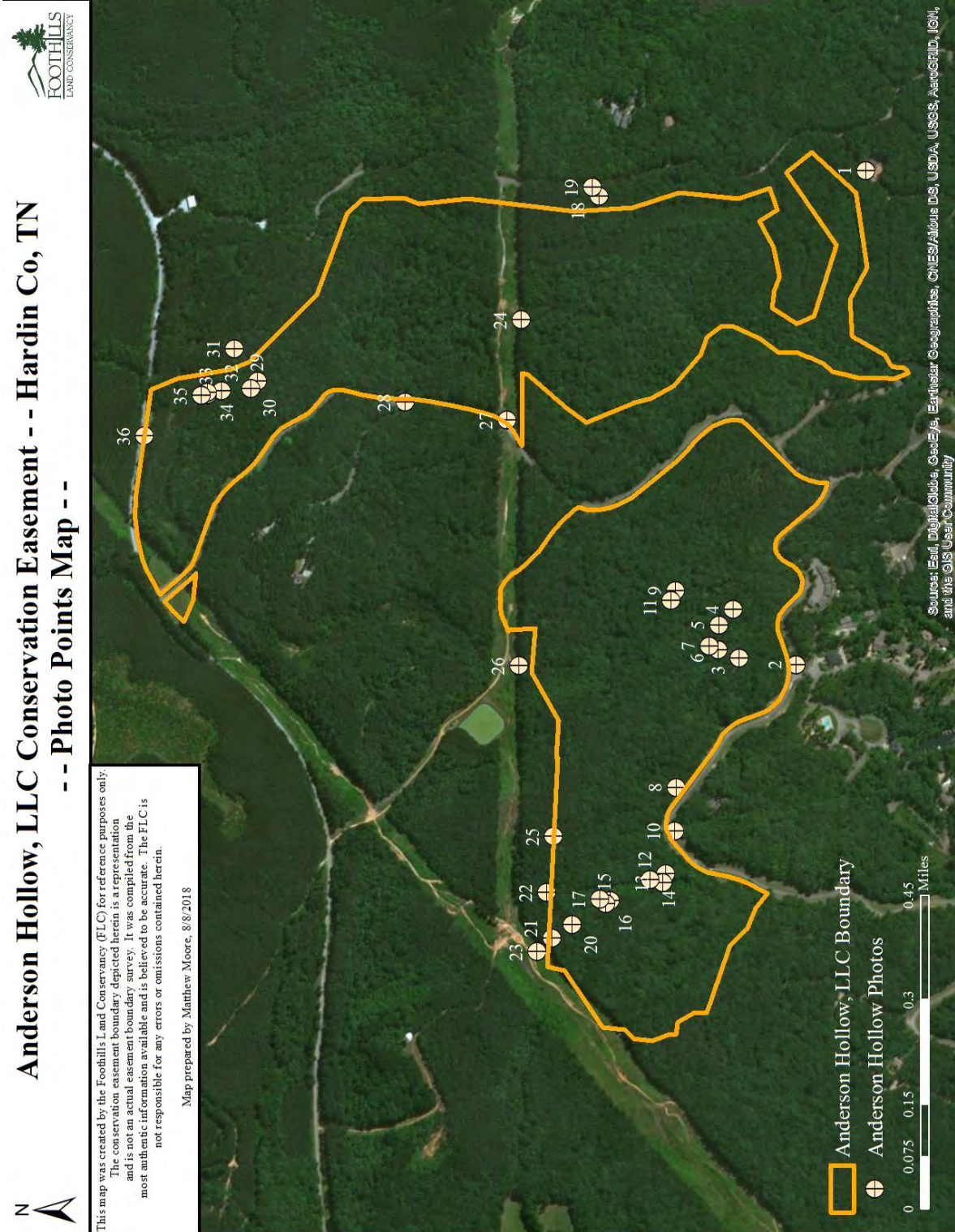
Satin B. Platt | Site File Curator
Tennessee Division of Archaeology
1216 Foster Avenue
Cole Building #3
Nashville, TN 37243
P. 615-687-4777
satin.platt@tn.gov
<https://www.tn.gov/environment/program-areas/arch-archaeology.html>

From: Matt Moore [mailto:mmmoore@foothillsland.ornl]

PHOTOGRAPHS OF CURRENT SITE CONDITIONS

From a site visit on 7/2/2018 (see table below)

PHOTO POINT MAP



KEY TO PHOTOGRAPHS

Comment	Description	Original	Lat	Lon	Time Stamp	Date Stamp	Author
1	Looking from private neighborhood into Property	20180702_144031.jpg	35.08622631	-88.21389028	1:40:08 PM	7/2/2018	MMoore
2	Northshore Drive along Property	20180702_130740.jpg	35.08740194	-88.22412683	12:07:30 PM	7/2/2018	MMoore
3	Rock outcrop on ridge	IMG_4052.JPG	35.08836111	-88.22399167	11:26:40 AM	7/2/2018	MClebsch
4	Wet drain off ridge	20180702_130130.jpg	35.08846194	-88.22297	12:01:28 PM	7/2/2018	MMoore
5	Canopy gap off outcrop on ridge	20180702_123231.jpg	35.08871222	-88.223299	11:32:18 AM	7/2/2018	MMoore
6	Campfire ring and makeshift seating on ridge	20180702_123827.jpg	35.08871578	-88.22380786	11:38:23 AM	7/2/2018	MMoore
7	Trail along ridge	20180702_124056.jpg	35.08887078	-88.22374083	11:40:53 AM	7/2/2018	MMoore
8	House along Northshore Drive looking onto Property	20180702_120911.jpg	35.08943231	-88.22667264	11:09:09 AM	7/2/2018	MMoore
9	Split in trail along ridge	20180702_124900.jpg	35.08945017	-88.22259364	11:48:34 AM	7/2/2018	MMoore
10	Northshore Drive near Property corner	20180702_110109.jpg	35.08946275	-88.22756747	10:01:04 AM	7/2/2018	MMoore
11	Flat grassy area near outcrops	IMG_4060.JPG	35.08951667	-88.22279444	11:48:53 AM	7/2/2018	MClebsch
12	Upper Anderson Branch	20180702_110759.jpg	35.08961144	-88.22844544	10:07:58 AM	7/2/2018	MMoore
13	Moist drain of Northshore Drive	IMG_4018.JPG	35.08965556	-88.22863889	10:12:18 AM	7/2/2018	MClebsch
14	Water flow in Lower Anderson Branch	20180702_111215.jpg	35.08987992	-88.22856817	10:12:07 AM	7/2/2018	MMoore
15	Large white oak in closed canopy	20180702_112137.jpg	35.09055264	-88.22900564	10:21:32 AM	7/2/2018	MMoore
16	Upended turtle shell	20180702_112300.jpg	35.09062008	-88.22907658	10:22:59 AM	7/2/2018	MMoore
17	Understory in younger forest	20180702_112336.jpg	35.09072219	-88.228982	10:23:30 AM	7/2/2018	MMoore
18	Mix of pine and hardwood overstory with limited regen	IMG_4093.JPG	35.09073333	-88.21441667	1:30:19 PM	7/2/2018	MClebsch
19	Point Grand Drive near Property	20180702_143028.jpg	35.09084794	-88.21422864	1:30:21 PM	7/2/2018	MMoore
20	Forest constituents near poweline right-of-way	20180702_113133.jpg	35.09120086	-88.22951061	10:31:32 AM	7/2/2018	MMoore
21	Old roadbed through forest	IMG_4024.JPG	35.09154444	-88.22978333	10:32:44 AM	7/2/2018	MClebsch
22	Mixed forest off powerline right-of-way	20180702_114742.jpg	35.09163317	-88.22884214	10:47:37 AM	7/2/2018	MMoore
23	Forest-field edge along powerline right-of-way	20180702_113557.jpg	35.09182775	-88.23016436	10:35:54 AM	7/2/2018	MMoore
24	Path towards Pickwick Lake on east Property tract	20180702_133630.jpg	35.09205875	-88.21697853	12:36:29 PM	7/2/2018	MMoore
25	Boundary marker on west Property tract	20180702_115134.jpg	35.09206028	-88.22763969	10:51:34 AM	7/2/2018	MMoore
26	Trail into west Property from powerline right-of-way	20180702_131619.jpg	35.09210181	-88.22413433	12:16:14 PM	7/2/2018	MMoore
27	Powerline right-of-way on east tract	IMG_4064.JPG	35.09229722	-88.21905556	12:25:30 PM	7/2/2018	MClebsch
28	Trail from Northshore Drive to powerline right-of-way on east tract	IMG_4065.JPG	35.09402222	-88.218675	12:27:16 PM	7/2/2018	MClebsch
29	Level area off Northshore Drive	20180702_135432.jpg	35.09652008	-88.21824617	12:54:31 PM	7/2/2018	MMoore
30	Bluff Creek on east tract	IMG_4073.JPG	35.09664444	-88.2184	12:55:50 PM	7/2/2018	MClebsch
31	Small ephemeral wetland near east boundary	IMG_4091.JPG	35.09691667	-88.21758333	1:12:05 PM	7/2/2018	MClebsch
32	Limited understory and course woody debris	IMG_4077.JPG	35.09713611	-88.21845278	12:59:31 PM	7/2/2018	MClebsch
33	Highly eroded stream banks	IMG_4085.JPG	35.09736944	-88.21852222	1:01:44 PM	7/2/2018	MClebsch
34	Steep banks with minimal vegetation along Bluff Creek	IMG_4083.JPG	35.097375	-88.21848333	1:01:08 PM	7/2/2018	MClebsch
35	Bank erosion and culvert in Bluff Creek	IMG_4086.JPG	35.09747778	-88.21854444	1:02:35 PM	7/2/2018	MClebsch
36	View of Property from Pyburn Road	20180702_140057.jpg	35.09844003	-88.21937419	1:00:53 PM	7/2/2018	MMoore

PHOTOGRAPHS

Anderson Hollow, LLC 20180702_144031.jpg
1 Looking from private neighborhood into Property

MMoore

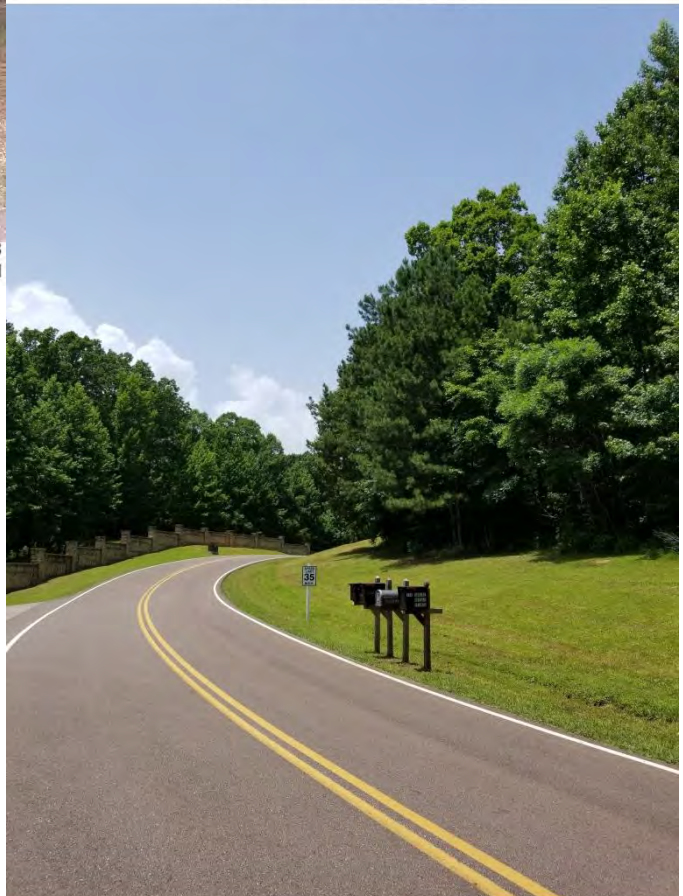


W 88° 12' 50.01"
N 35° 05' 10.41"

7/2/2018
1:40:08 PM

Anderson Hollow, LLC 20180702_130740.jpg
2 Northshore Drive along Property

MMoore



W 88° 13' 26.86"
N 35° 05' 14.65"

7/2/2018
12:07:30 PM

Anderson Hollow, LLC
3

IMG_4052.JPG
Rock outcrop on ridge

MClebsch



W 88° 13' 26.37"
N 35° 05' 18.10"

23° NNE

7/2/2018

11:26:40 AM

Anderson Hollow, LLC
4

20180702_130130.jpg
Wet drain off ridge

MMoore



W 88° 13' 22.69"
N 35° 05' 18.46"

7/2/2018

12:01:28 PM

Anderson Hollow, LLC 20180702_123231.jpg
5 Canopy gap off outcrop on ridge

MMoore



W 88° 13' 23.88"
N 35° 05' 19.36"

7/2/2018
11:32:18 AM

Anderson Hollow, LLC 20180702_123827.jpg
6 Campfire ring and makeshift seating on ridge

MMoore



W 88° 13' 25.71"
N 35° 05' 19.38"

7/2/2018
11:38:23 AM

Anderson Hollow, LLC 20180702_124056.jpg
7 Trail along ridge

MMoore



W 88° 13' 25.47"
N 35° 05' 19.93"

7/2/2018
11:40:53 AM

Anderson Hollow, LLC 20180702_120911.jpg
8 House along Northshore Drive looking onto Property

MMoore



W 88° 13' 36.02"
N 35° 05' 21.96"

7/2/2018
11:09:09 AM

Anderson Hollow, LLC 20180702_124900.jpg
9 Split in trail along ridge

MMoore



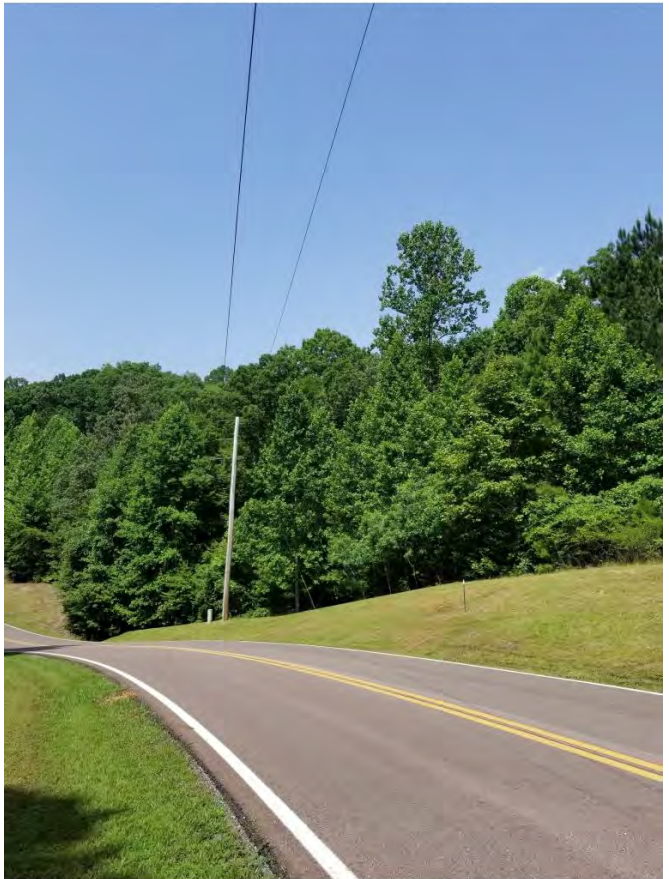
W 88° 13' 21.34"
N 35° 05' 22.02"

7/2/2018

11:48:34 AM

Anderson Hollow, LLC 20180702_110109.jpg
10 Northshore Drive near Property corner

MMoore



W 88° 13' 39.24"
N 35° 05' 22.07"

7/2/2018
10:01:04 AM

Anderson Hollow, LLC
11

IMG_4060.JPG
Flat grassy area near outcrops

MClebsch



W 88° 13' 22.06"
N 35° 05' 22.26"

143° SE

7/2/2018

11:48:53 AM

Anderson Hollow, LLC
12

20180702_110759.jpg
Upper Anderson Branch

MMoore



W 88° 13' 42.40"
N 35° 05' 22.60"

7/2/2018

10:07:58 AM

Anderson Hollow, LLC
13
IMG_4018.JPG
Moist drain of Northshore Drive

MClebsch



W 88° 13' 43.10"
N 35° 05' 22.76"
288° WNW
7/2/2018
10:12:18 AM

Anderson Hollow, LLC
14
20180702_111215.jpg
Water flow in Lower Anderson Branch

MMoore



W 88° 13' 42.85"
N 35° 05' 23.57"
7/2/2018
10:12:07 AM

Anderson Hollow, LLC 20180702_112137.jpg
15 Large white oak in closed canopy

MMoore



W 88° 13' 44.42"
N 35° 05' 25.99"

7/2/2018
10:21:32 AM

Anderson Hollow, LLC 20180702_112300.jpg
16 Upended turtle shell

MMoore



W 88° 13' 44.68"
N 35° 05' 26.23"

7/2/2018
10:22:59 AM

Anderson Hollow, LLC 20180702_112336.jpg
17 Understory in younger forest

MMoore



W 88° 13' 44.34"
N 35° 05' 26.60"

7/2/2018
10:23:30 AM

Anderson Hollow, LLC IMG_4093.JPG MClebsch
18 Mix of pine and hardwood overstory with limited regen



W 88° 12' 51.90"
N 35° 05' 26.64"

294° WNW

7/2/2018
1:30:19 PM

Anderson Hollow, LLC 20180702_143028.jpg
19 Point Grand Drive near Property

MMoore



W 88° 12' 51.22"
N 35° 05' 27.05"

7/2/2018
1:30:21 PM

Anderson Hollow, LLC 20180702_113133.jpg
20 Forest constituents near poweline right-of-way

MMoore



W 88° 13' 46.24"
N 35° 05' 28.32"

7/2/2018
10:31:32 AM

Anderson Hollow, LLC
21

IMG_4024.JPG
Old roadbed through forest

MClebsch



W 88° 13' 47.22"
N 35° 05' 29.56"

157° SSE

7/2/2018
10:32:44 AM

Anderson Hollow, LLC 20180702_114742.jpg
22 Mixed forest off powerline right-of-way

MMoore



W 88° 13' 43.83"
N 35° 05' 29.88"

7/2/2018
10:47:37 AM

Anderson Hollow, LLC 20180702_113557.jpg
23 Forest-field edge along powerline right-of-way

MMoore



W 88° 13' 48.59"
N 35° 05' 30.58"

7/2/2018
10:35:54 AM

Anderson Hollow, LLC 20180702_133630.jpg
24 Path towards Pickwick Lake on east Property tract

MMoore



W 88° 13' 01.12"
N 35° 05' 31.41"

7/2/2018
12:36:29 PM

Anderson Hollow, LLC 20180702_115134.jpg
25 Boundary marker on west Property tract

MMoore



W 88° 13' 39.50"
N 35° 05' 31.42"

7/2/2018
10:51:34 AM

Anderson Hollow, LLC 20180702_131619.jpg
26 Trail into west Property from powerline right-of-way

MMoore



W 88° 13' 26.88"
N 35° 05' 31.57"

7/2/2018
12:16:14 PM

Anderson Hollow, LLC
27

IMG_4064.JPG
Powerline right-of-way on east tract

MClebsch



W 88° 13' 08.60"
N 35° 05' 32.27"

133° SE

7/2/2018

12:25:30 PM

Anderson Hollow, LLC

IMG_4065.JPG

MClebsch

28 Trail from Northshore Drive to powerline right-of-way on east tract



W 88° 13' 07.23"
N 35° 05' 38.48"

53° NE

7/2/2018

12:27:16 PM

Anderson Hollow, LLC 20180702_135432.jpg
29 Level area off Northshore Drive

MMoore



W 88° 13' 05.69"
N 35° 05' 47.47"

7/2/2018
12:54:31 PM

Anderson Hollow, LLC
30

IMG_4073.JPG
Bluff Creek on east tract

MClebsch



W 88° 13' 06.24"
N 35° 05' 47.92"

102° ESE

7/2/2018
12:55:50 PM

Anderson Hollow, LLC
31

IMG_4091.JPG
Small ephemeral wetland near east boundary

MClebsch



W 88° 13' 03.30"
N 35° 05' 48.90"

335° NNW

7/2/2018
1:12:05 PM

Anderson Hollow, LLC
32

IMG_4077.JPG
Limited understory and course woody debris

MClebsch



W 88° 13' 06.43"
N 35° 05' 49.69"

265° W

7/2/2018
12:59:31 PM

Anderson Hollow, LLC
33

IMG_4085.JPG
Highly eroded stream banks

MClebsch



W 88° 13' 06.68"
N 35° 05' 50.53"

248° WSW

7/2/2018
1:01:44 PM

Anderson Hollow, LLC
34

IMG_4083.JPG
Steep banks with minimal vegetation along Bluff Creek

MClebsch



W 88° 13' 06.54"
N 35° 05' 50.55"

305° NW

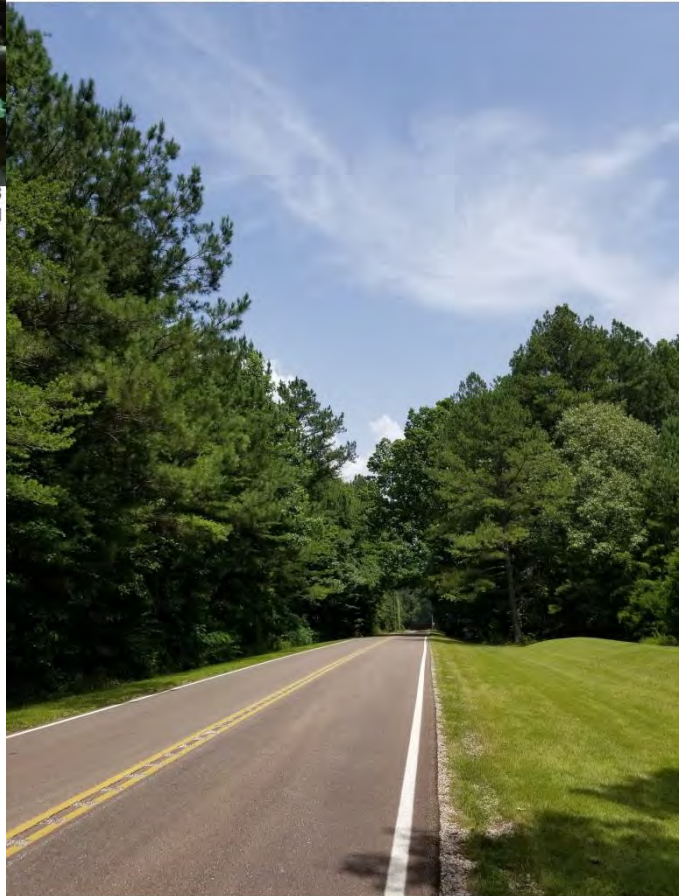
7/2/2018
1:01:08 PM

Anderson Hollow, LLC IMG_4086.JPG MClebsch
35 Bank erosion and culvert in Bluff Creek



W 88° 13' 06.76" 277° W 7/2/2018
N 35° 05' 50.92" 1:02:35 PM

Anderson Hollow, LLC 20180702_140057.jpg MMoore
36 View of Property from Pyburn Road



W 88° 13' 09.75" 7/2/2018
N 35° 05' 54.38" 1:00:53 PM

MAPS

- Aerial Map
- State and County Map
- USGS Quad Map
- Watershed Map
- Wetlands Map
- Flood Map
- Soils Map
- Prime Agricultural Soils Map
- Sub-surface Geology Map
- Land Use Map
- Survey Drawing
- House Site Map
- Conservation Management Areas Map
- Anthropogenic Features Map



Anderson Hollow, LLC Conservation Easement - - Hardin Co, TN -- Aerial Map --



Anderson Hollow, LLC Boundary

0 0.05 0.1 0.2 0.3 Miles

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Map prepared by Matthew Moore, 2/14/2018

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

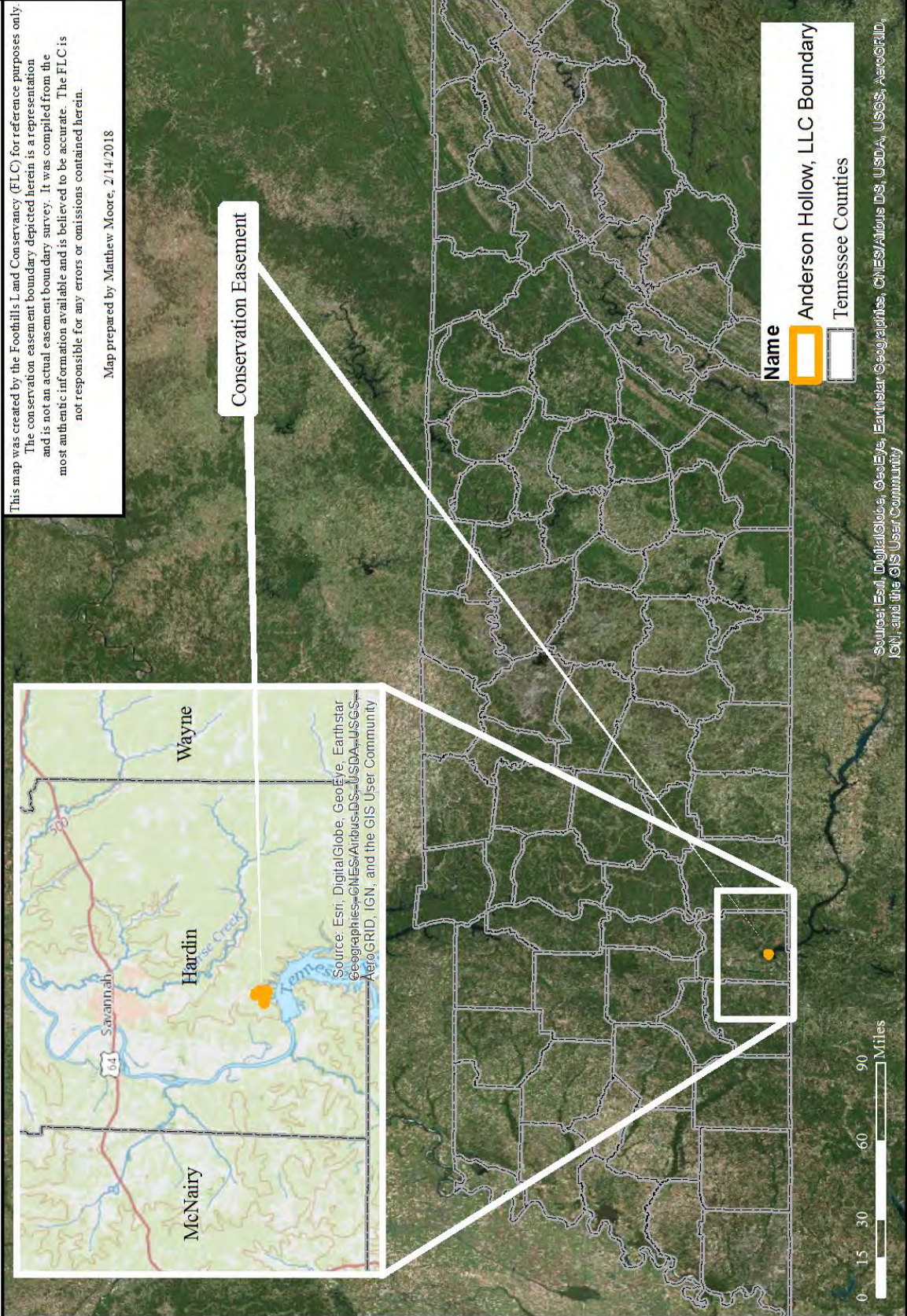


Anderson Hollow, LLC Conservation Easement - - Hardin Co, TN - - State and County Map - -



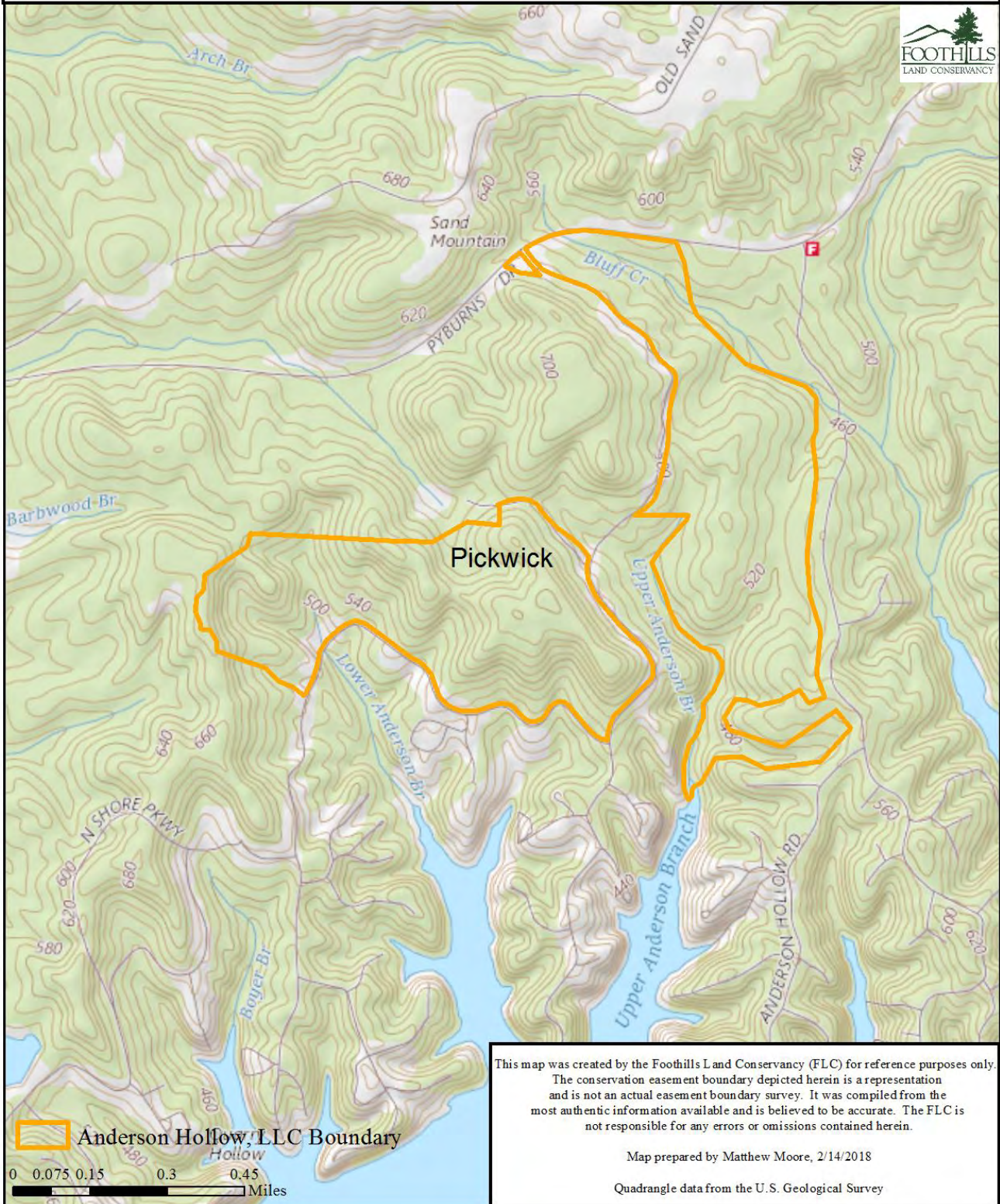
This map was created by the Foothills Land Conservancy (FLC) for reference purposes only. The conservation easement boundary depicted herein is a representation and is not an actual easement boundary survey. It was compiled from the most authentic information available and is believed to be accurate.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

Map prepared by Matthew Moore, 2/14/2018





Anderson Hollow, LLC Conservation Easement -- Hardin Co, TN -- USGS Quad Map --



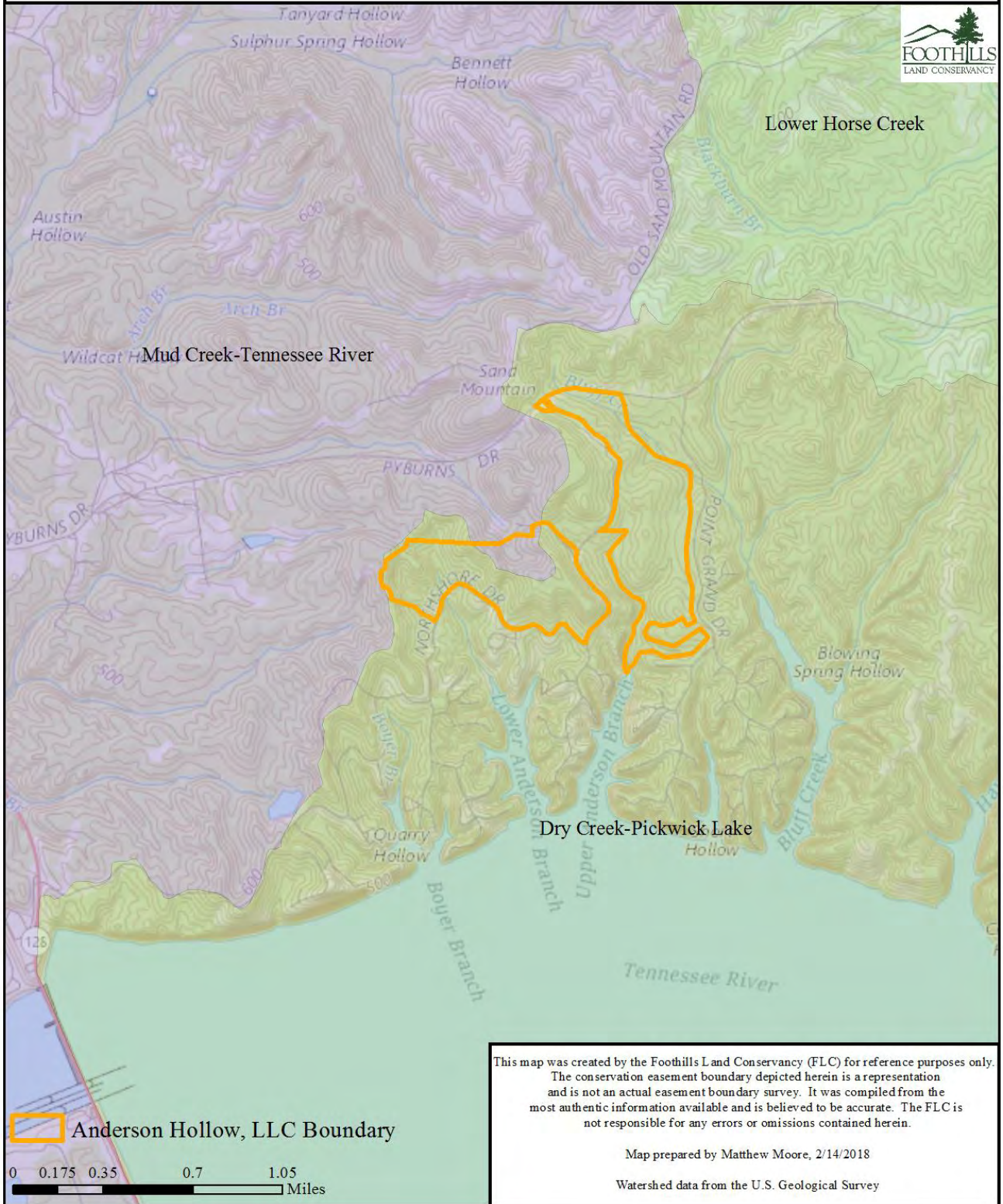
This map was created by the Foothills Land Conservancy (FLC) for reference purposes only. The conservation easement boundary depicted herein is a representation and is not an actual easement boundary survey. It was compiled from the most authentic information available and is believed to be accurate.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

Map prepared by Matthew Moore, 2/14/2018

Quadrangle data from the U.S. Geological Survey



Anderson Hollow, LLC Conservation Easement -- Hardin Co, TN -- Watershed Map --

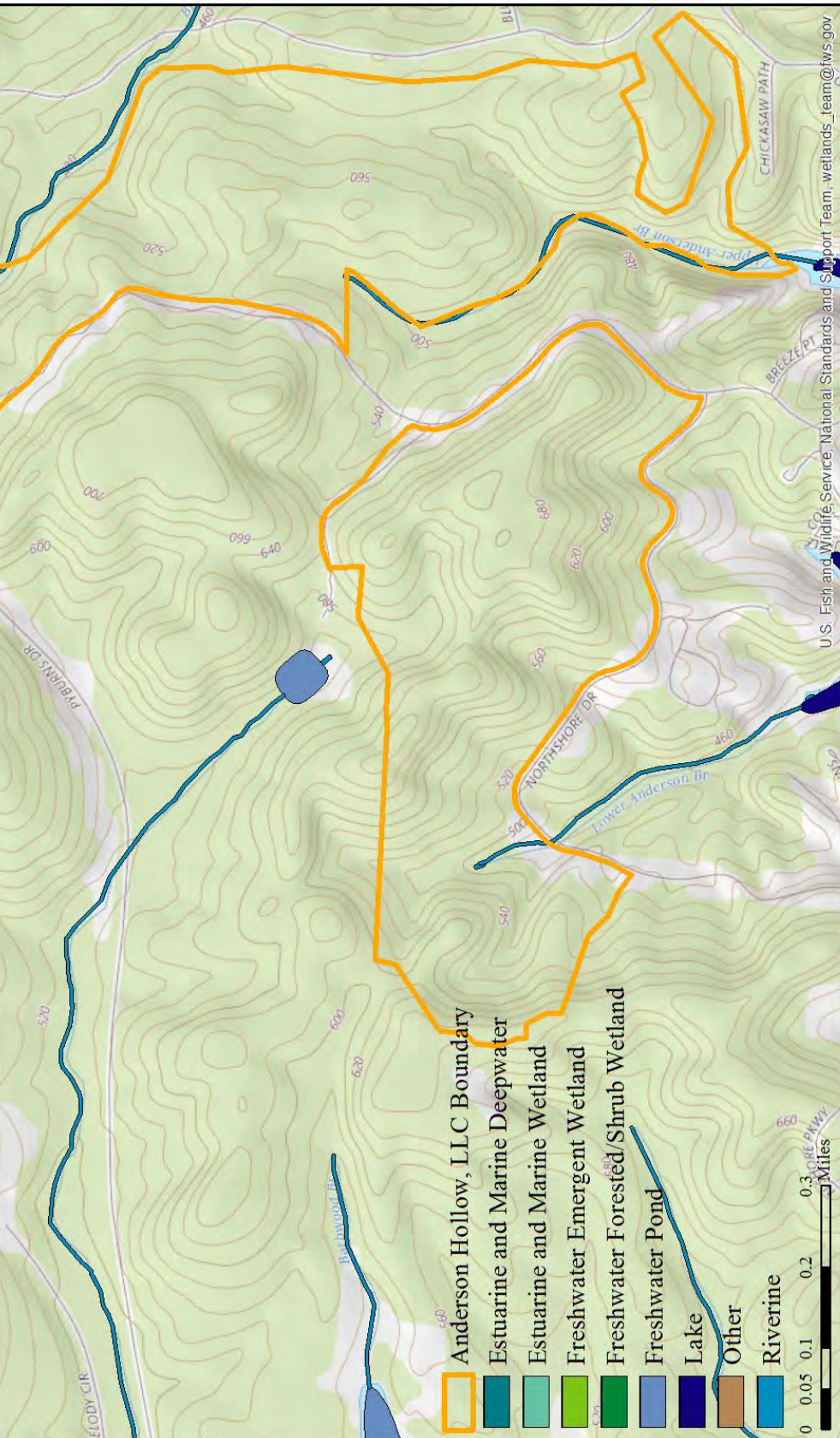


Anderson Hollow, LLC Conservation Easement - - Hardin Co, TN
-- Wetlands Map --



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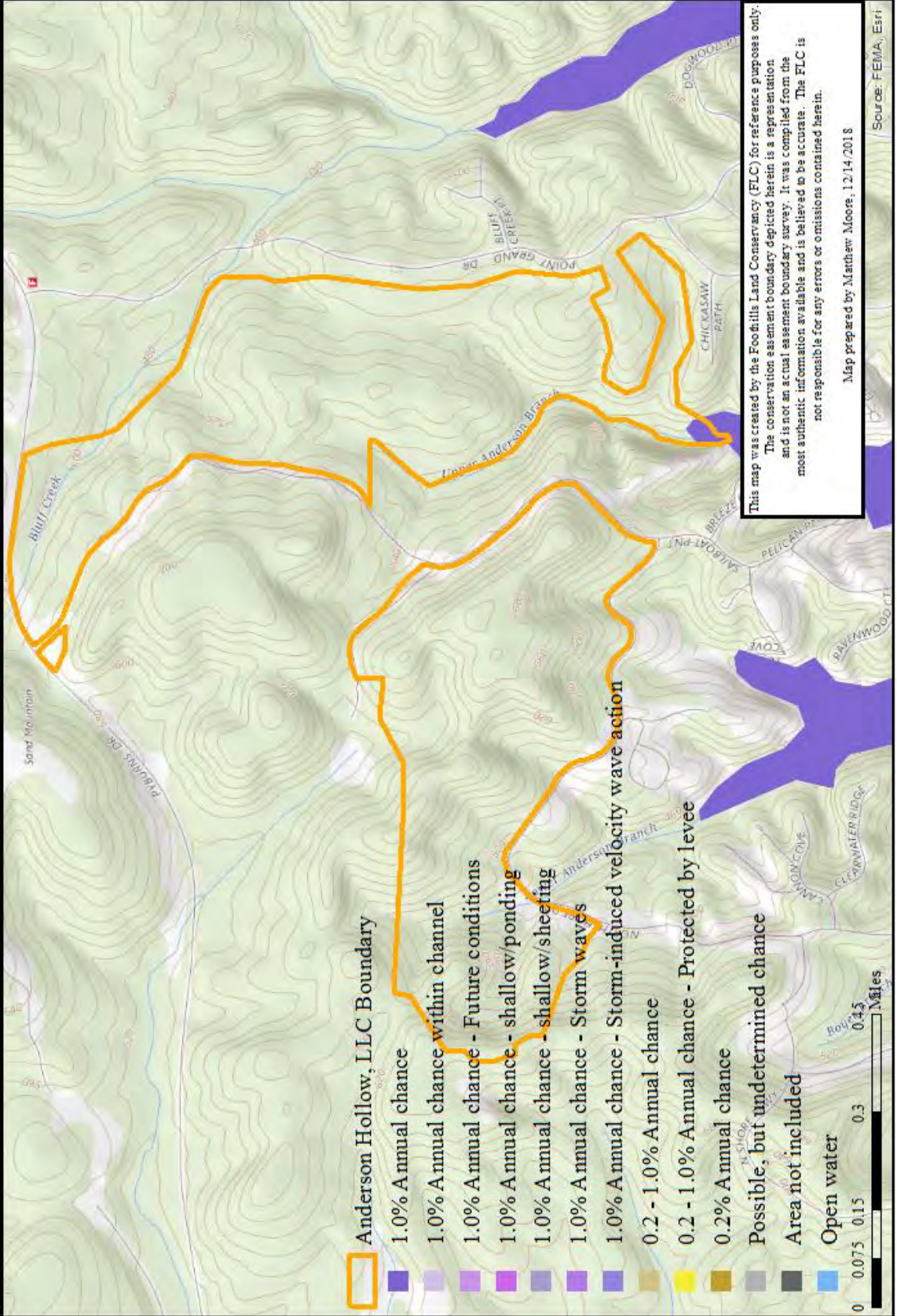
Map prepared by Matthew Moore, 2/14/2018





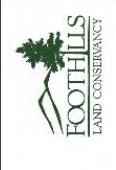
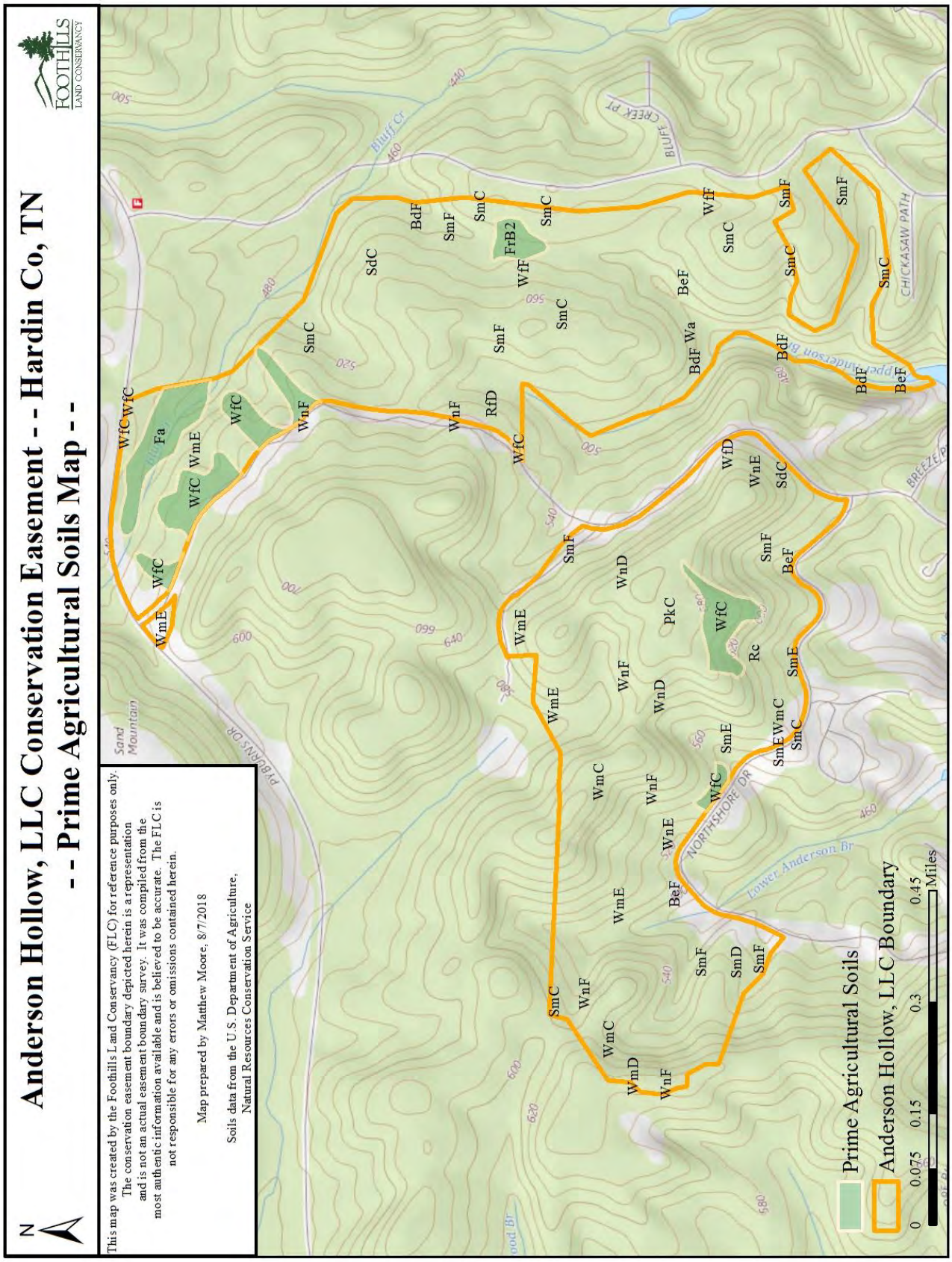
Anderson Hollow, LLC Conservation Easement -- Hardin Co, TN

-- Flood Map --



Soils

Soil Symbol	Soil Characteristics
BdF	Bodine gravelly silt loam, 12 to 30 percent slopes
BeF	Bodine-guin complex, 20 to 35 percent slopes (bodine-saffell)
Fa	Falaya loam, local alluvium (enville)
FrB2	Freeland loam, 2 to 5 percent slopes, eroded
PkC	Pickwick silt loam, 5 to 8 percent slopes
Rc	Rock land(barfield)
RfD	Ruston fine sandy loam, 8 to 12 percent slopes(smithdale)
SdC	Smithdale fine sandy loam, 5 to 8 percent slopes
SmC	Shubuta fine sandy loam, 5 to 8 percent slopes (luverne)
SmD	Shubuta fine sandy loam, 8 to 12 percent slopes (luverne)
SmE	Shubuta fine sandy loam, 12 to 25 percent slopes(luverne)
SmF	Shubuta fine sandy loam, 25 to 45 percent slopes(luverne)
Wa	Waverly fine sandy loam (bibb)
WfC	Waynesboro fine sandy loam, 5 to 8 percent slopes(etowah)
WfD	Waynesboro fine sandy loam, 8 to 12 percent slopes(etowah)
WfF	Waynesboro fine sandy loam, 12 to 35 percent slopes(etowah)
WmC	Waynesboro gravelly sandy loam, 5 to 8 percent slopes(saffell)
WmD	Waynesboro gravelly sandy loam, 8 to 12 percent slopes(saffell)
WmE	Waynesboro gravelly sandy loam, 12 to 25 percent slopes(saffell)
WnD	Waynesboro very gravelly sandy loam, 5 to 12 percent slopes (saffell)
WnE	Waynesboro very gravelly sandy loam, 12 to 25 percent slopes (saffell)
WnF	Waynesboro very gravelly sandy loam, 25 to 45 percent slopes (saffell)



Anderson Hollow, LLC Conservation Easement - - Hardin Co, TN - - Prime Agricultural Soils Map - -

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Map prepared by Matthew Moore, 8/7/2018

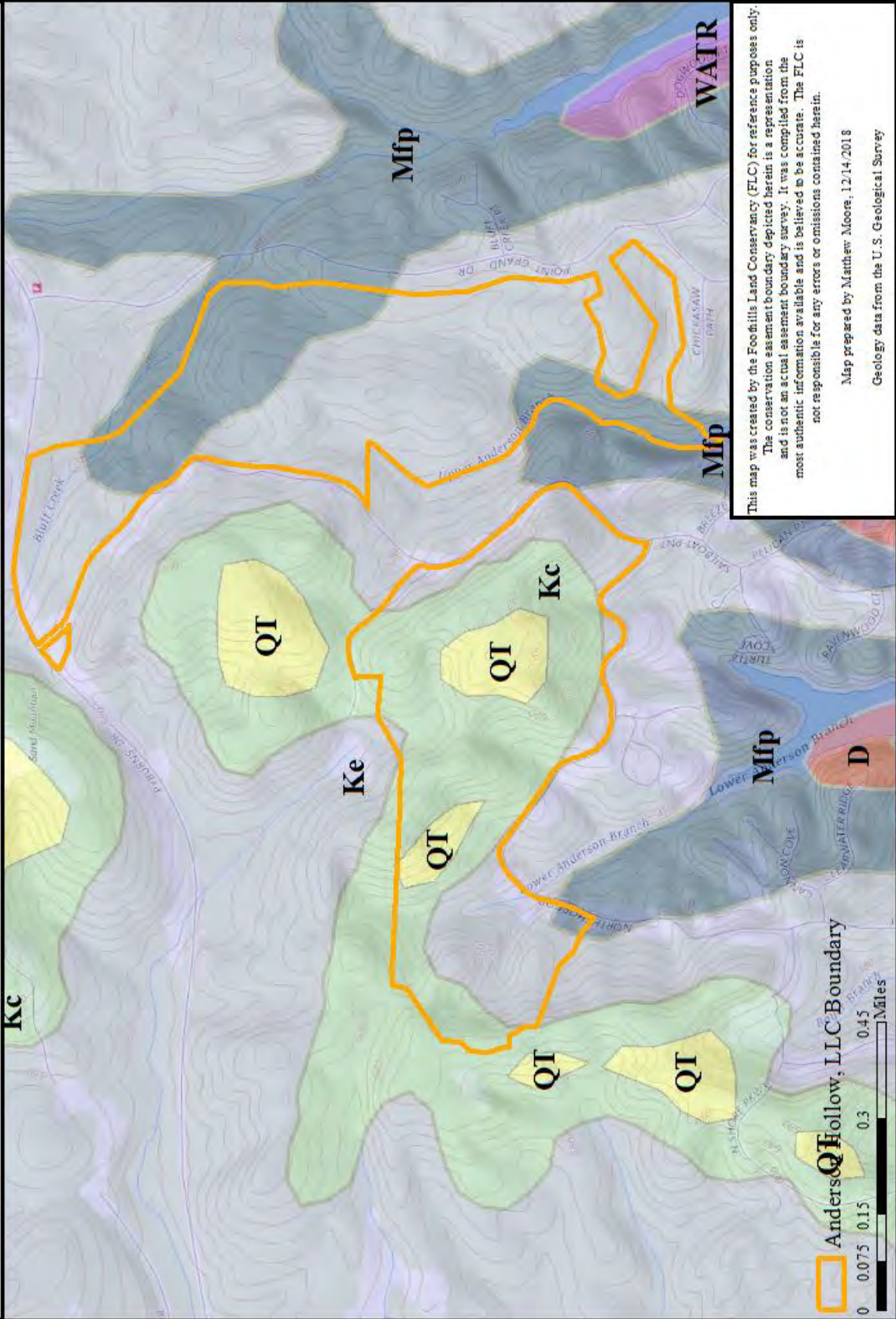
Soils data from the U.S. Department of Agriculture,
 Natural Resources Conservation Service

Prime Ag Soils

Soil Symbol	Soil Characteristics	Farmland Classification
Fa	Falaya loam, local alluvium (enville)	Prime Farmland
FrB2	Freeland loam, 2 to 5 percent slopes, eroded	Prime Farmland
WfC	Waynesboro fine sandy loam, 5 to 8 percent slopes(etowah)	Prime Farmland



Anderson Hollow, LLC Conservation Easement -- Hardin Co, TN -- Sub-Surface Geology Map --



Map prepared by Matthew Moore, 12/14/2018
Geology data from the U.S. Geological Survey

Geology

Geologic Symbol	Geologic Characteristics
MfP	Fort Payne Formation - Bedded chert, calcareous and dolomitic, somewhat crinoidal; and minor shale. Thin green shale (Maury) at base. Average thickness about 200 feet.
Kc	Coffee Sand - Loose fine-grained sand, light-gray, sparsely glauconitic, locally interbedded with laminated lignitic clay. Thickness 25 to 200 feet; thins northward.
Ke	Eutaw Formation - Grayish-green sand, fine-grained, glauconitic, micaceous; interbedded with gray laminated clays which commonly contain carbonized or silicified wood. (Mapped with Coffee except in Hardin County and southeastern Decatur County.) Thickness 0 to 180 feet; thins northward
QT	High-level Alluvial Deposits - Iron-stained gravel, sand, silt, and clay; variable in thickness but generally less than 60 feet thick.
WATR	Water



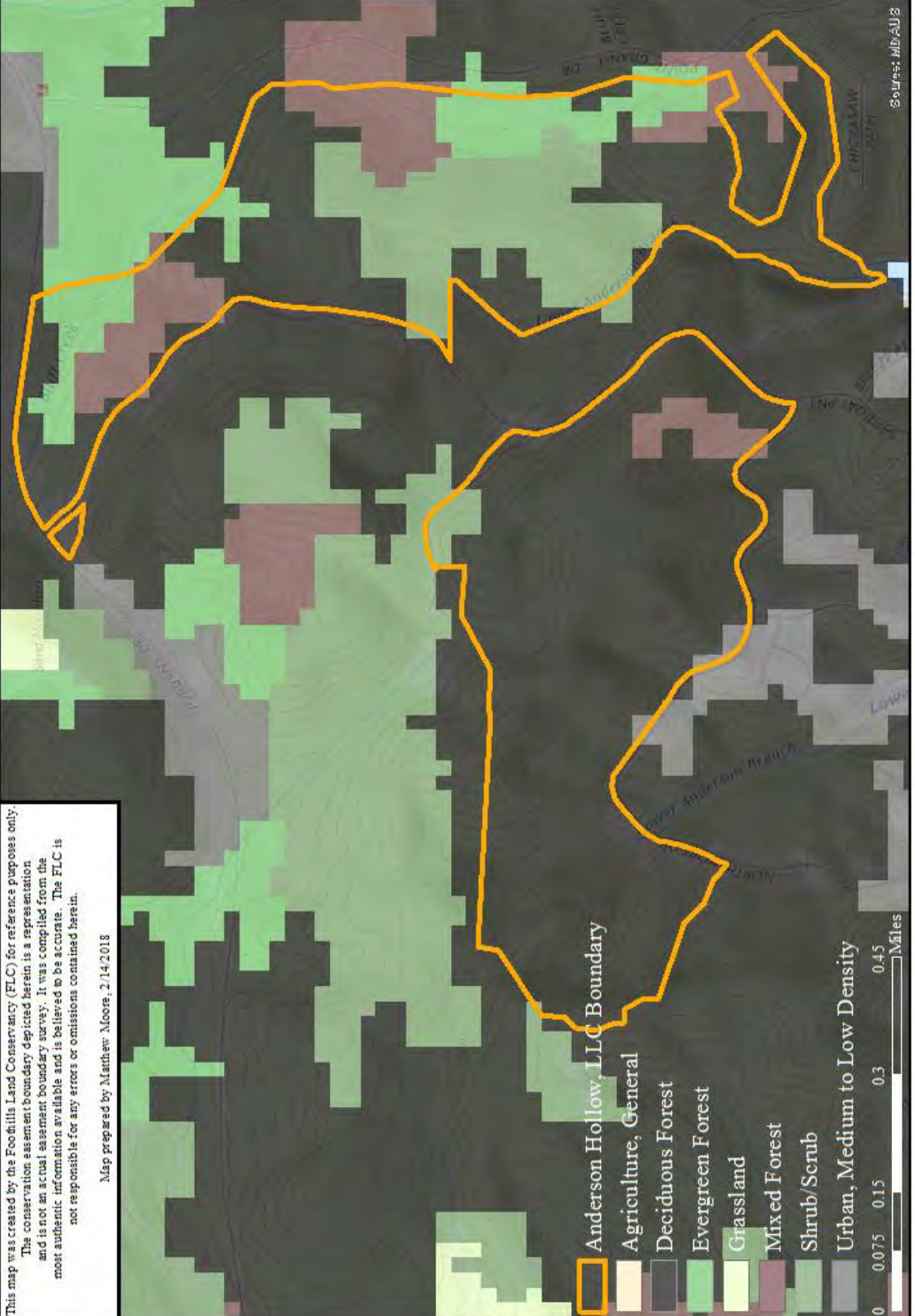
Anderson Hollow, LLC Conservation Easement -- Hardin Co, TN

-- Land Use Map --



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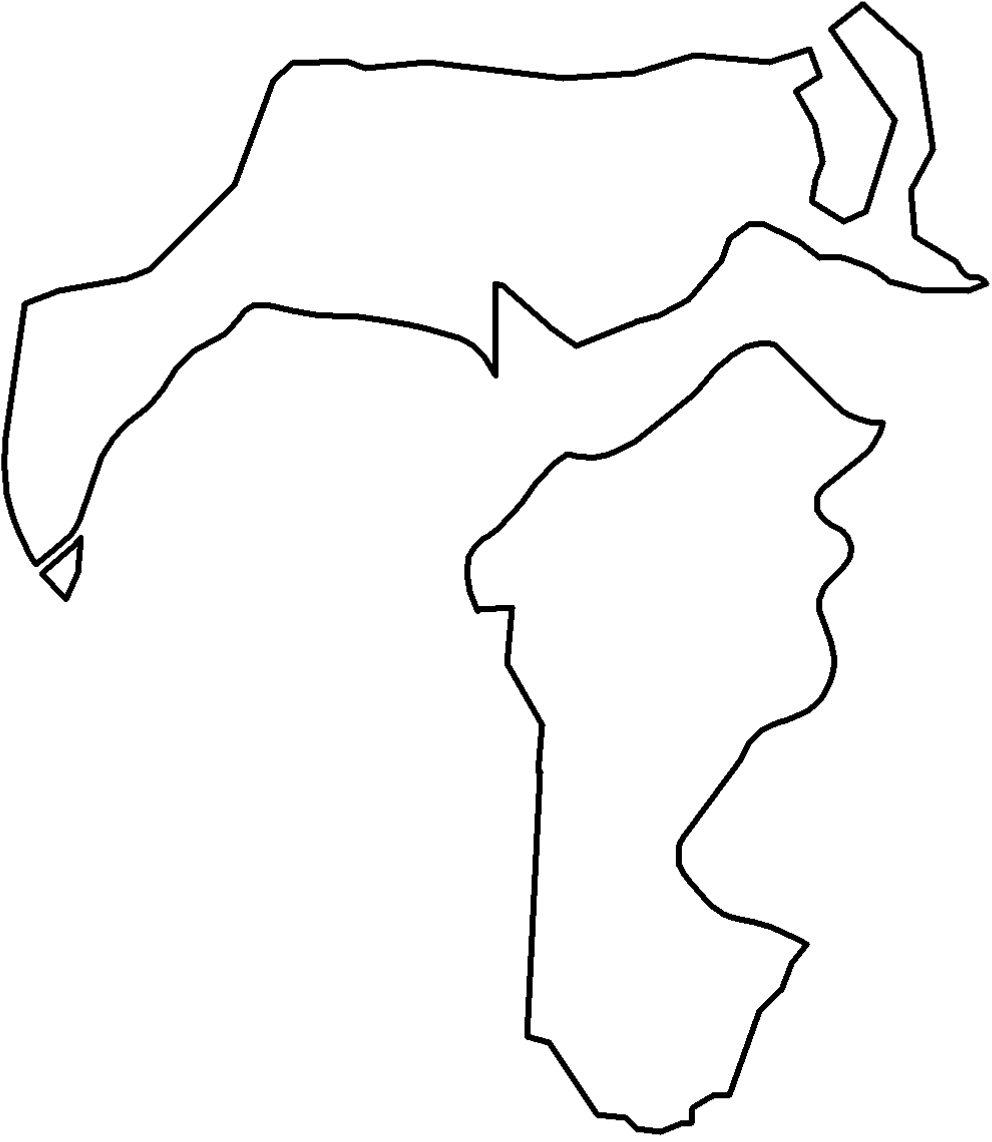
Map prepared by Matthew Moore, 2/14/2018



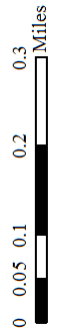
SURVEY DRAWING

Anderson Hollow, LLC Conservation Easement -- Hardin Co, TN

-- Boundary Map --



Anderson Hollow, LLC Boundary



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Map prepared by Matthew Moore, 2/14/2018



Anderson Hollow, LLC Conservation Easement - - Hardin Co, TN

- - House Site Map - -



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Map prepared by: Matthew Moore, 10/9/2018

House Site Center Points	
1	35.093688 -88.218105
2	35.087991 -88.222655



Anderson Hollow, LLC Boundary
Anderson Hollow, LLC House Site



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

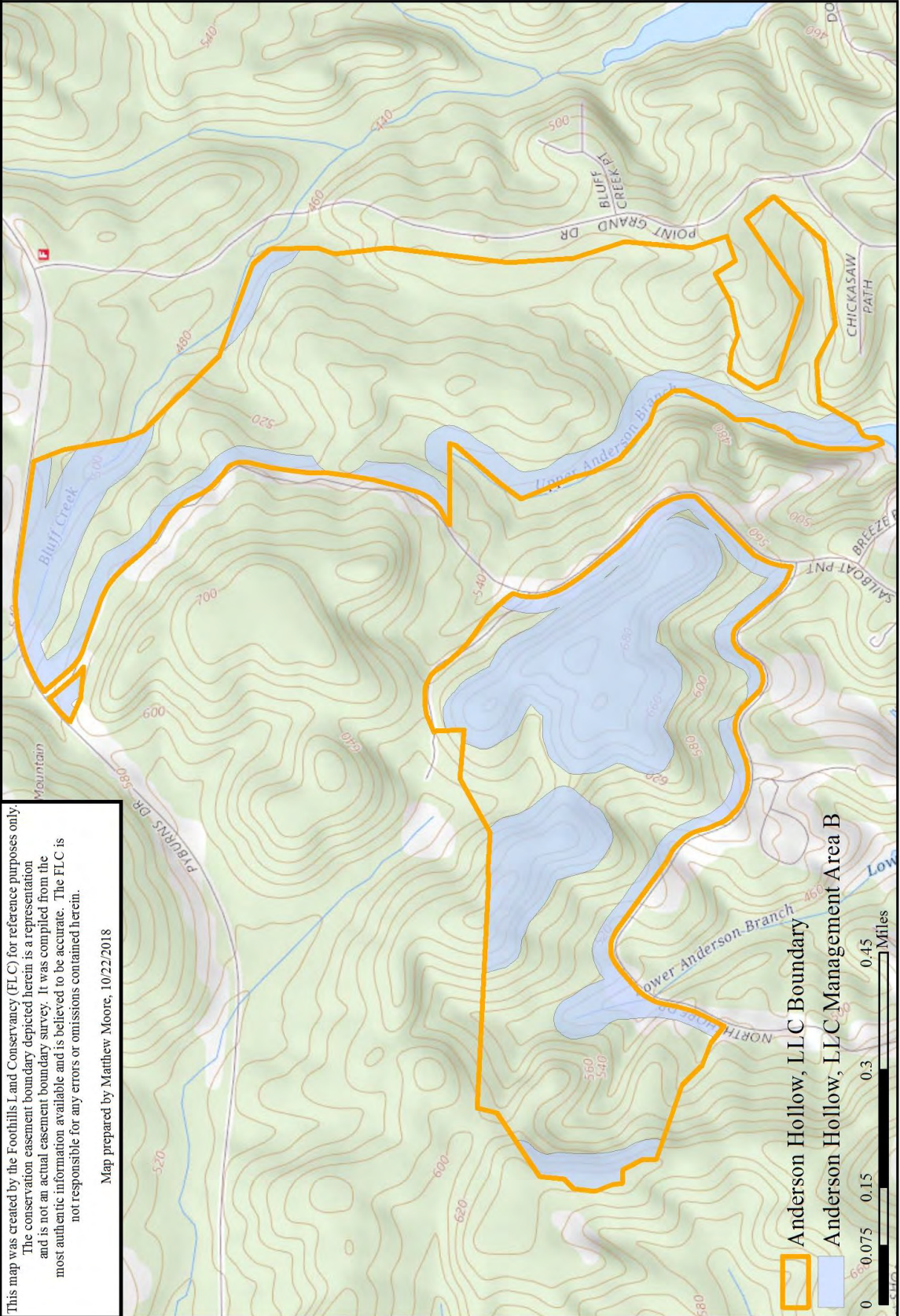


Anderson Hollow, LLC Conservation Easement -- Hardin Co, TN -- Conservation Management Areas Map --



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Map prepared by Matthew Moore, 10/22/2018



 Anderson Hollow, LLC Boundary
 Anderson Hollow, LLC Management Area B





Anderson Hollow, LLC Conservation Easement -- Hardin Co, TN

-- Anthropogenic Features Map --



-  Anderson Hollow, LLC Boundary
-  Anderson Hollow, LLC Trails
-  Anderson Hollow, LLC Poweline Right-of-Way



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Map prepared by Matthew Moore, 7/26/2018

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

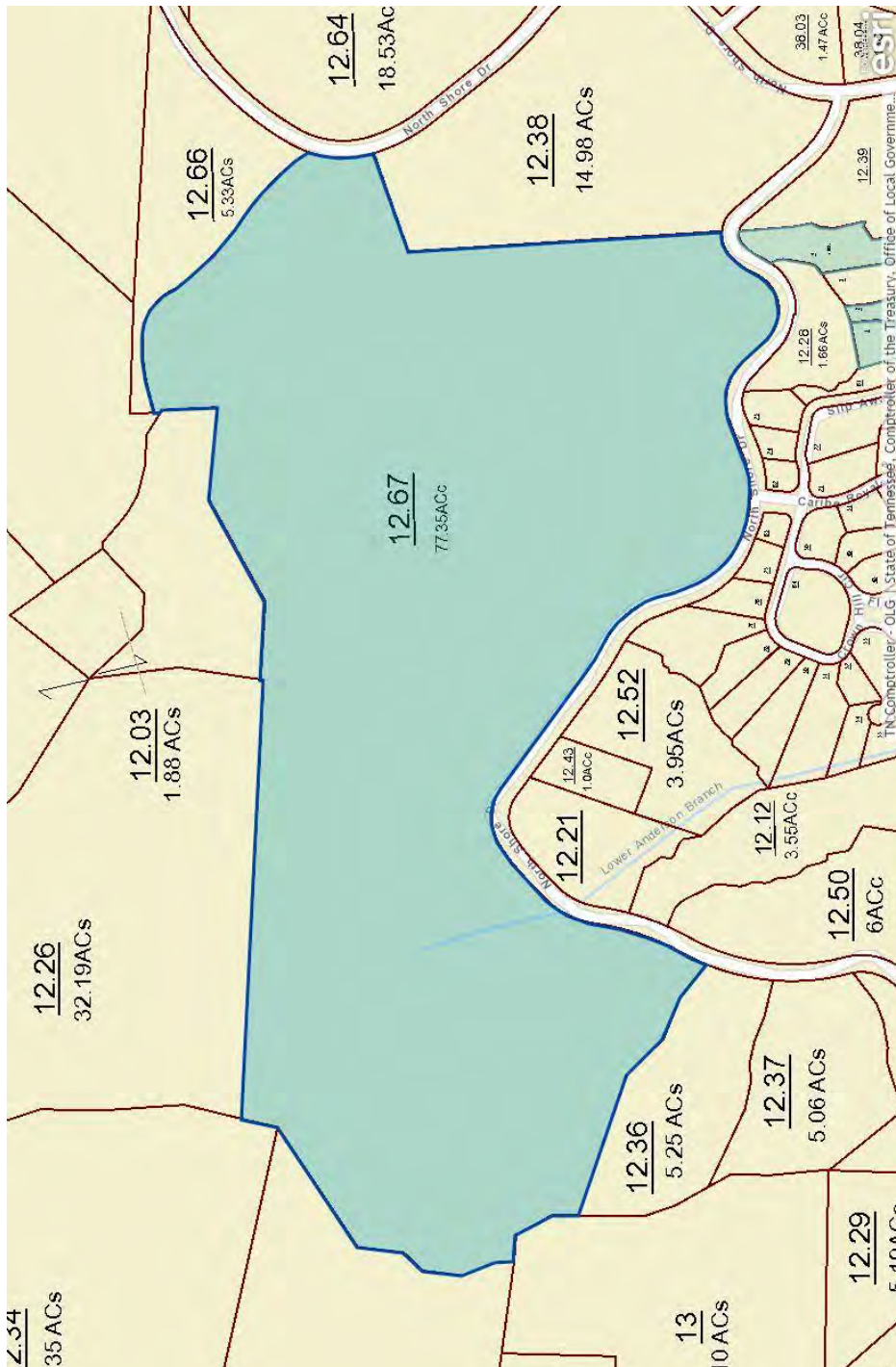
PROPERTY DESCRIPTION

(See Exhibit A Below)

PARCEL MAPS AND PROPERTY DATA

Note: Tax Map or Data Report as yet reflect the boundaries of the proposed easement.

Parcel 137 012.67



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

County Number: 038

County Name: HARDIN

Tax Year: 2017

Property Owner and Mailing Address

Jan 1 Owner:
 RWP PROPERTIES
 60 BRAZELTON ST U-9
 SAVANNAH, TN 38372

Current Owner:
 ANDERSON HOLLOW LLC
 60 BRAZELTON ST U-9
 SAVANNAH, TN 38372

Property Location

Address: NORTSHORE DR
 Map: 137 Grp: Ctrl Map: 137 Parcel: 012.67 Pt: s/t: 000

Value Information

Reappraisal Year: 2013

Land Mkt Value:	\$107,300	Land Use Value:	\$22,700
Improvement Value:	\$108,700	Improvement Value:	\$108,700
Total Market Appraisal:	\$216,000	Total Use Appraisal:	\$131,400
		Assessment %:	25
		Assessment:	\$32,850

General Information

Class:	12 - FOREST		
City #:	000	City:	
SSD1:	000	SSD2:	000
District:	05	Mkt Area:	P40
# Bldgs:	1	# Mobile Homes:	0
Utilities - Water / Sewer:	12 - NONE / NONE	Utilities - Electricity:	01 - PUBLIC
Utilities - Gas / Gas Type:	00 - NONE	Zoning:	

Subdivision Data

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

Additional Description

Building Information

Extra Features

Bldg/Card#	Type	Description	Units
1	MINI-WAREHOUSE		360

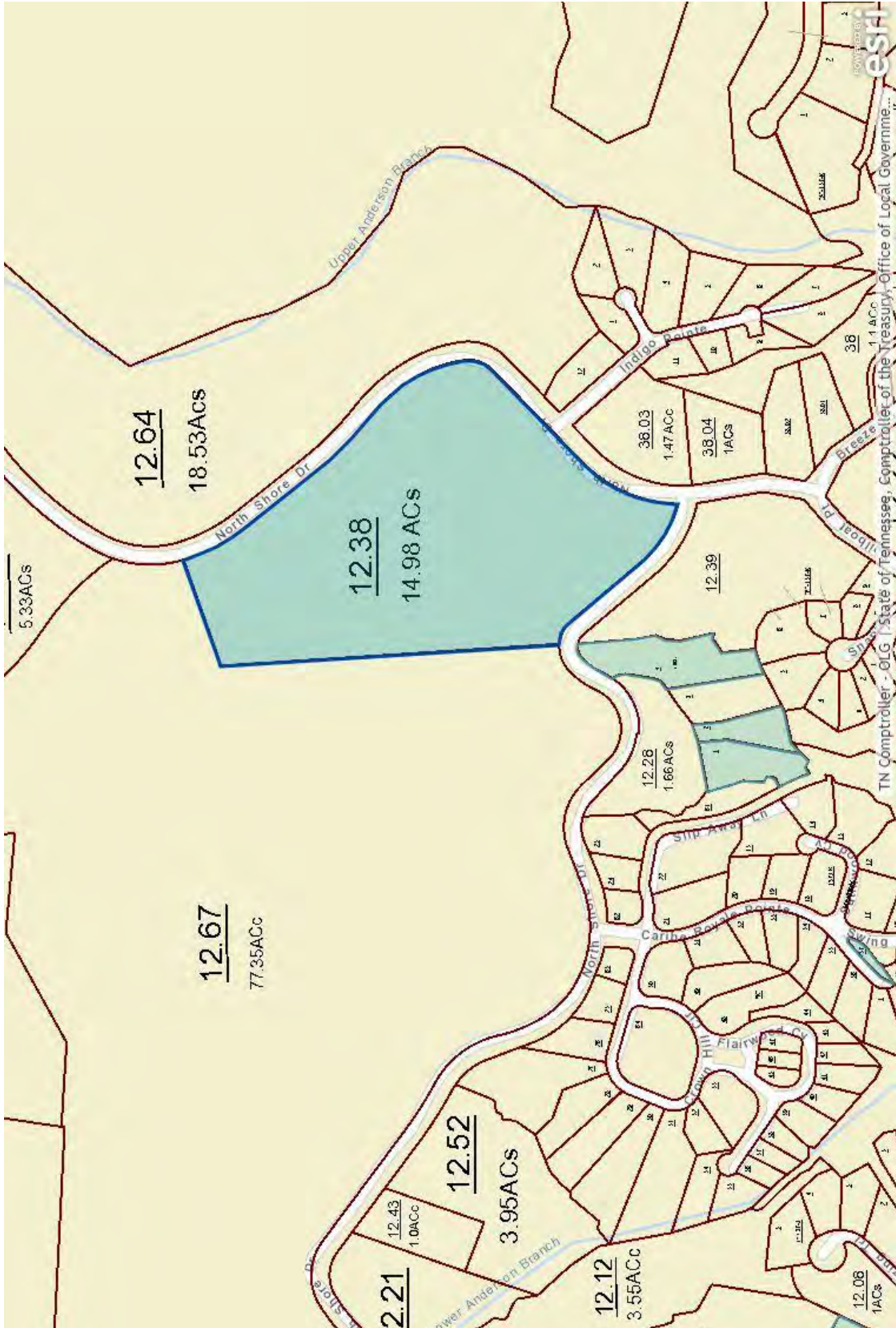
Sale Information

Sale Date	Price	Book	Page	Vac/Imp	Type Instrument	Qualification
12/08/2017		679	1	IMPROVED	QC	
11/17/2017		677	676	IMPROVED	QC	

Land Information

Deed Acres:	77.35	Calc Acres:	0.00	Total Land Units:	77.35
Land Type:	62 - WOODLAND 2	Soil Class:	P	Units:	70.00
Land Type:	23 - NONPRODUCTIVE	Soil Class:		Units:	7.35

Parcel 137 012.38



State of Tennessee  Comptroller of the Treasury
Real Estate Assessment Data

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

County Number: 098

County Name: HARDIN

Tax Year: 2017

Property Owner and Mailing Address

Jan 1 Owner:	Current Owner:
RWP PROPERTIES	ANDERSON HOLLOW LLC
60 BRAZELTON ST UNIT 9	60 BRAZELTON ST UNIT 9
SAVANNAH, TN 38372	SAVANNAH, TN 38372

Property Location

Address: NORTSHORE DR
 Map: 137 Grp: Ctrl Map: 137 Parcel: 012.38 Pt: Sft: 000

Value Information

Reappraisal Year: 2013

Land Mkt Value:	\$13,500	Land Use Value:	\$4,800
Improvement Value:	\$0	Improvement Value:	\$0
Total Market Appraisal:	\$13,500	Total Use Appraisal:	\$4,800
		Assessment %:	25
		Assessment:	\$1,200

General Information

Class:	12 - FOREST		
City #:	000	City:	
SSD1:	000	SSD2:	000
District:	05	Mkt Area:	P40
# Bldgs:	0	# Mobile Homes:	0
Utilities - Water / Sewer:	12 - NONE / NONE	Utilities - Electricity:	01 - PUBLIC
Utilities - Gas / Gas Type:	00 - NONE	Zoning:	

Subdivision Data

Subdivision:
 Plat Bk: Plat Pg: Book: Lot:

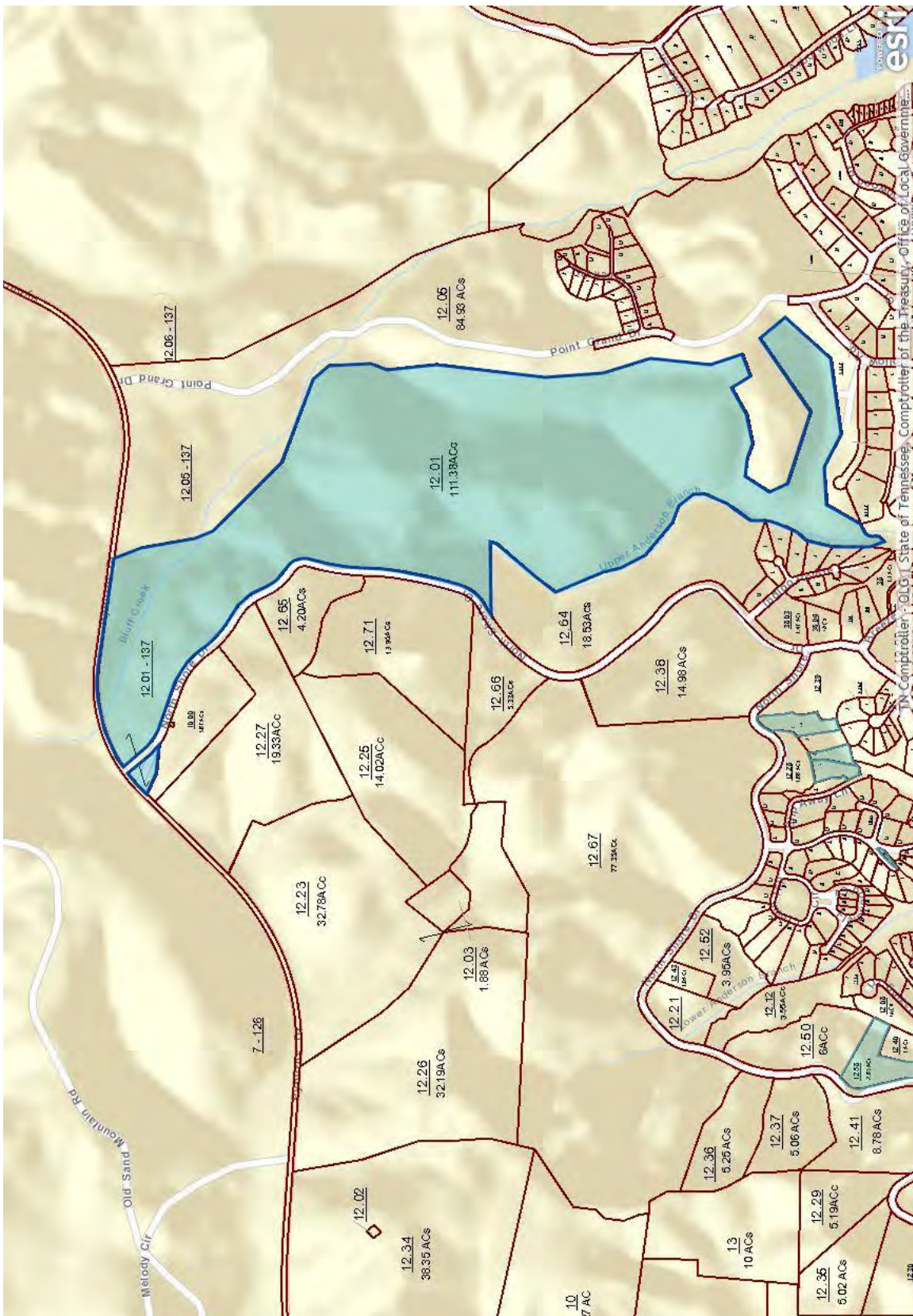
Sale Information

Sale Date	Price	Book	Page	Vac/Imp	Type Instrument	Qualification
12/08/2017		679	1	VACANT	QC	
11/21/2017		677	809		QC	
01/30/2009	\$75,000	489	494	VACANT	WD	E
02/01/2007	\$0	433	179			
06/07/2006	\$0	410	489			
05/05/2006	\$0	407	220			
09/30/1996	\$0	176	213			
10/26/1992	\$0	160	275			
10/26/1992	\$0	153	662			
04/26/1990	\$0	140	334			
12/27/1989	\$0	138	579			
05/11/1988	\$0	131	615			

Land Information

Deed Acres: 14.98 Calc Acres: 0.00 Total Land Units: 14.98
 Land Type: 62 - WOODLAND 2 Soil Class: P Units: 14.98

Parcel 137 012.01



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

County Number: 038

County Name: HARDIN

Tax Year: 2017

Property Owner and Mailing Address

Jan 1 Owner: RWP PROPERTIES 60 BRAZELTON ST U-9 SAVANNAH, TN 38372	Current Owner: ANDERSON HOLLOW LLC 60 BRAZELTON ST U-9 SAVANNAH, TN 38372
--	---

Property Location

Address: NORTSHORE DR
 Map: 137 Grp: Ctrl Map: 137 Parcel: 012.01 Pt: Slt: 000

Value Information

Reappraisal Year: 2013

Land Mkt Value:	\$153,300	Land Use Value:	\$32,500
Improvement Value:	\$44,300	Improvement Value:	\$44,300
Total Market Appraisal:	\$197,600	Total Use Appraisal:	\$76,800
		Assessment %:	25
		Assessment:	\$19,200

General Information

Class:	12 - FOREST		
City #:	000	City:	
SSD1:	000	SSD2:	000
District:	05	Mkt Area:	P40
# Bldgs:	1	# Mobile Homes:	0
Utilities - Water / Sewer:	12 - NONE / NONE	Utilities - Electricity:	01 - PUBLIC
Utilities - Gas / Gas Type:	00 - NONE	Zoning:	

Subdivision Data

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

Additional Description

9-10-00 DB 230/219
 DB190/306 & 574

Building Information

Building # 1

Improvement Type:	03 - SPECIAL_RES	Stories:	1
Living/Business Sq. Ft.:	330		
Foundation:	02 - CONTINUOUS FOOTING	Floor System:	01 - SLAB ON GRADE
Exterior Wall:	11 - COMMON BRICK	Structural Frame:	00 - NONE
Roof Framing:	02 - GABLE/HIP	Roof Cover/Deck:	03 - COMPOSITION SHINGLE

Cabinet/Millwork:	04 - ABOVE AVERAGE	Floor Finish:	14 - HARD TILE
Interior Finish:	07 - DRYWALL	Paint/Door:	04 - ABOVE AVERAGE
Heat and A/C:	03 - RADIANT HEAT	Plumbing Fixtures:	2
Bath Tile:	01 - FLOOR ONLY	Electrical:	03 - AVERAGE
Shape:	01 - RECTANGULAR DESIGN	Quality:	02 - ABOVE AVERAGE
Est Yr Built:	1999	Condition:	A - AVERAGE
Building Area:			
Area: BAS	84 Ft: 330		

Extra Features

Bldg/Card#	Type	Description	Units
1	BOAT SLIP		1

Sale Information

Sale Date	Price	Book	Page	Vac/Imp	Type Instrument	Qualification
12/08/2017		679	1	IMPROVED	QC	
11/17/2017		677	676	IMPROVED	QC	
09/11/2009	\$0	501	739			
02/01/2007	\$2,000,000	483	179	IMPROVED	WD	A
06/07/2006	\$30,000,000	410	489	VACANT	WD	P
05/05/2006	\$0	407	220			
09/30/1996	\$0	176	213			
10/26/1992	\$0	160	275			
10/26/1992	\$0	153	662			
04/26/1990	\$0	140	334			
12/27/1989	\$0	138	579			
05/11/1988	\$0	131	615			

Land Information

Deed Acres: 0.00	Calc Acres: 0.00	Total Land Units: 111.38
Land Type: 62 - WOODLAND 2	Soil Class: P	Units: 100.00
Land Type: 23 - NONPRODUCTIVE	Soil Class:	Units: 11.38

DIRECTIONS TO PROPERTY

Entry coordinates off Northshore Drive: 35.079039 -88.236466



3402 Andy Harris Rd, Rockford, TN 37853 to
Northshore Dr, Savannah, TN 38372

Drive 320 miles, 5 h 32 min

3402 Andy Harris Rd

Rockford, TN 37853

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

9 min (5.2 mi)

↑ 1. Head north on Andy Harris Rd toward Martin Mill Pike

0.2 mi

↩ 2. Turn left onto Martin Mill Pike

3.4 mi

↪ 3. Turn right onto TN-33 N

0.2 mi

↩ 4. Turn left onto Williams Mill Rd

0.2 mi

↪ 5. Turn right onto S Singleton Station Rd

0.6 mi

↩ 6. Turn left onto Cusick Rd

0.4 mi

↪ 7. Turn right to merge onto I-140 W

0.2 mi

Take I-40 W and I-840 W/TN-840 to US-31 S in Maury County. Take the U.S. 31 S exit from TN-396 W/Saturn Pkwy

3 h 2 min (210 mi)

↪ 8. Merge onto I-140 W

11.9 mi

↑ 9. Continue onto TN-162 N

0.1 mi

↪ 10. Take exit 1D for I-40 W/I-75 S toward Nashville/Chattanooga

0.4 mi

↪ 11. Keep left at the fork and merge onto I-40 W/I-75 S

7.8 mi

↪ 12. Keep right at the fork to continue on I-40 W, follow signs for Nashville

133 mi

↪ 13. Take exit 235 for TN-840 W toward Murfreesboro

1.0 mi

↑ 14. Continue onto I-840 W/TN-840

44.7 mi

↪ 15. Take exit 31 to merge onto I-65 S toward Huntsville

6.3 mi

↪ 16. Use the right 2 lanes to take exit 53 for TN-396/Saturn Pkwy toward Columbia/Spring Hill

0.7 mi

- ↑ 17. Continue onto TN-396 W/Saturn Pkwy 3.7 mi

- ↘ 18. Use the right 2 lanes to merge onto US-31 S toward Columbia 1.0 mi

Take US-43 S, TN-240 S and US-64 W to Northshore Dr in Hardin County

- ↑ 19. Merge onto US-31 S 1 h 56 min (104 mi)

- ↘ 20. Turn right onto US-412/US-43 S 7.9 mi
 - 📍 Continue to follow US-43 S

- ↘ 21. Turn right onto TN-20 W 23.1 mi

- ↙ 22. Slight left onto TN-240 S 2.0 mi

- ↘ 23. Turn right onto US-64 W 14.9 mi

- ↘ 24. Turn right onto US-64/Veteran Memorial Pkwy 15.1 mi
 - 📍 Continue to follow US-64

- ↙ 25. Turn left onto TN-226 S 28.4 mi

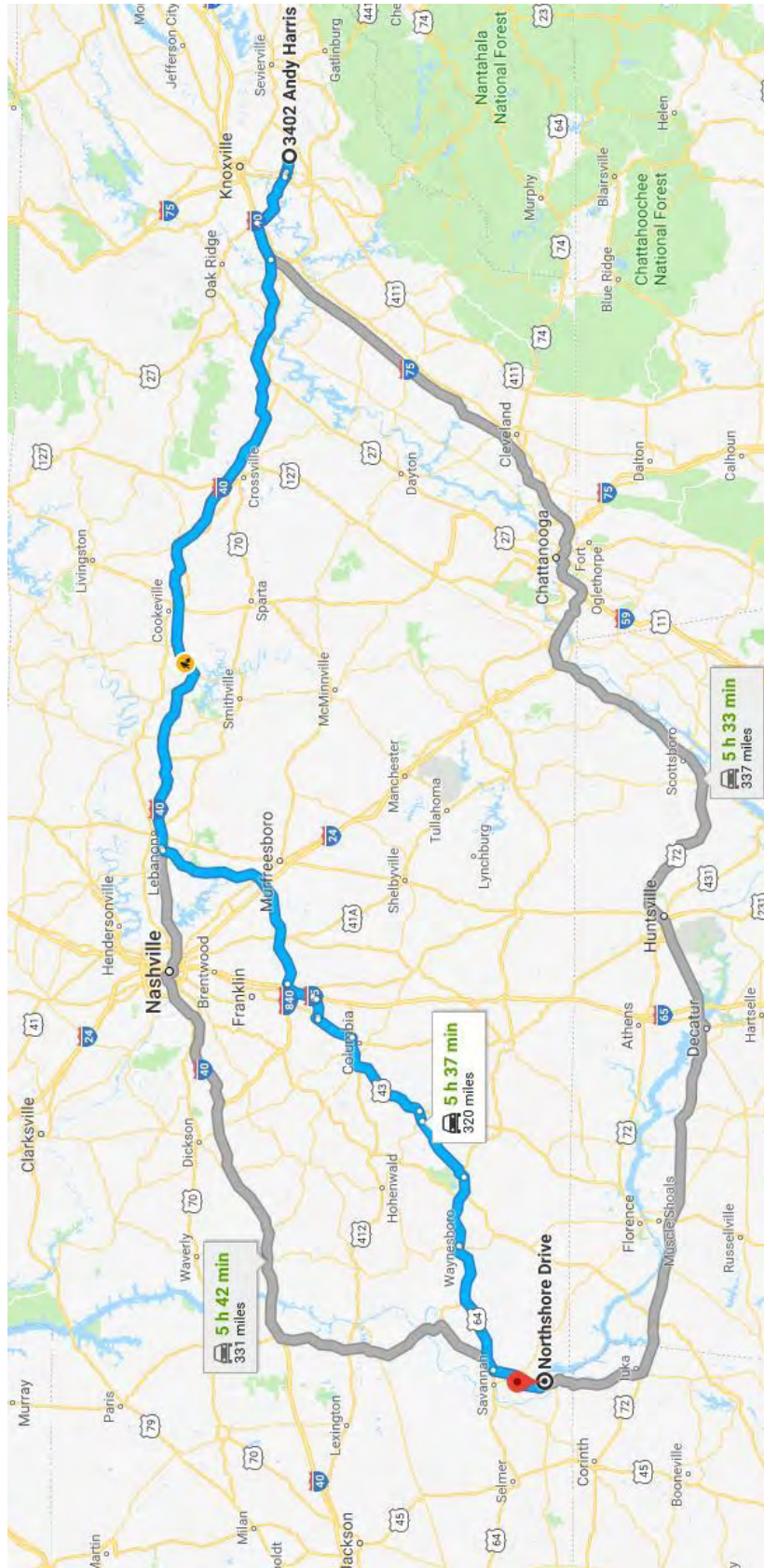
- ↙ 26. Turn left onto TN-128 S 7.0 mi

- ↙ 27. Turn left onto Northshore Dr 4.8 mi
 - 📍 Destination will be on the left

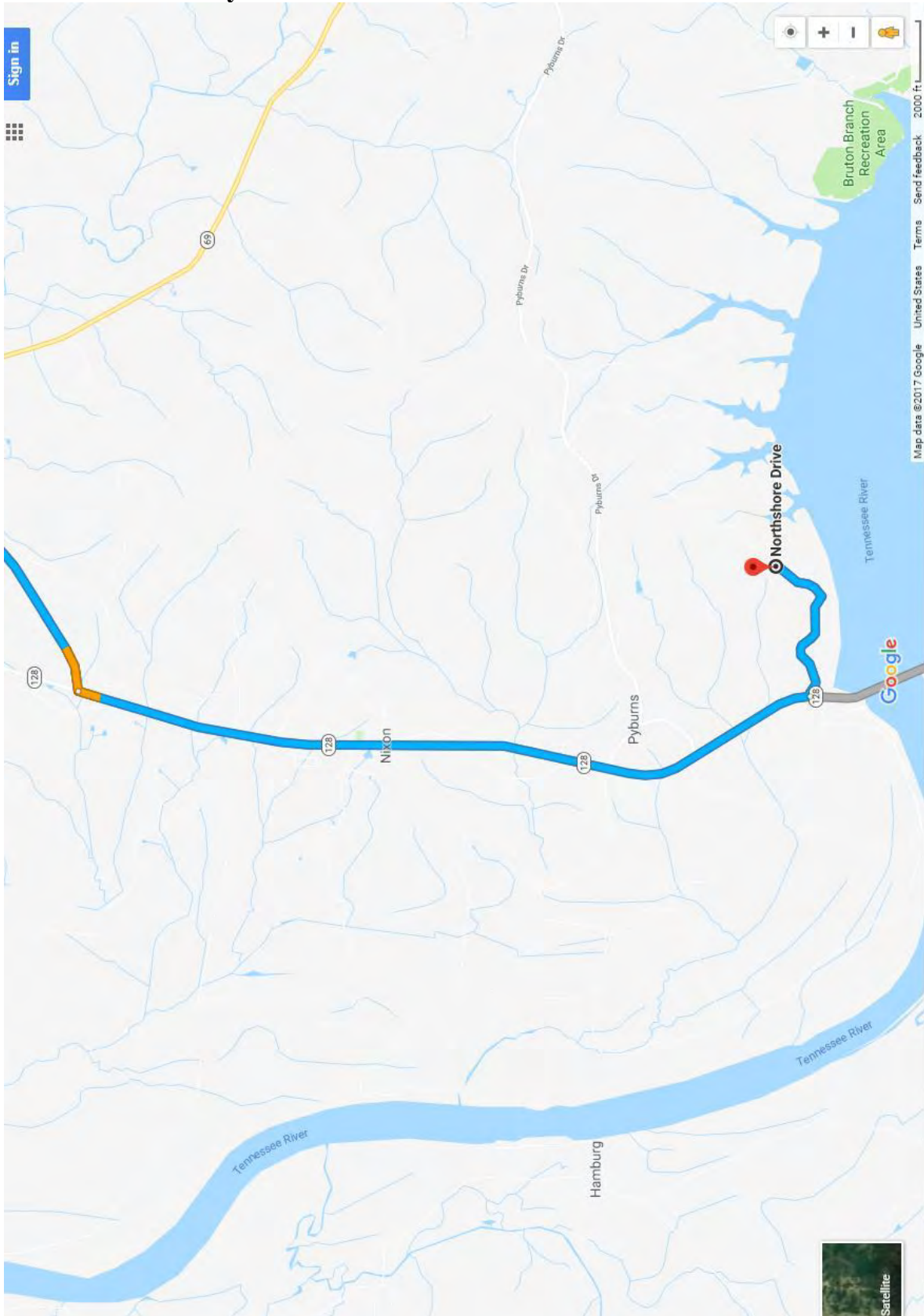
- 1.1 mi

Northshore Dr
Savannah, TN 38372

Overview Directions to Northshore Drive



Entry and Access to Dirt Road from Pond Area



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PREPARERS' QUALIFICATIONS AND CONTRIBUTIONS

Matthew Moore

Matthew studied at Berry College, receiving a B.S. in Biology with a minor in Chemistry in 2006. In 2013 he graduated from the University of Tennessee with a Master of Forestry and a minor in Statistics. Matthew worked for Vermont Youth Conservation Corps leading trail crews, for The Nature Conservancy restoring Mexican spotted owl habitat, and worked three years for the Park Service treating hemlocks, controlling exotic, invasive plants, and managing their GIS data. His free time is spent with his wife and daughter camping, gardening, and identifying plants. Matthew joined Foothills Land Conservancy as a Conservation Assistant in 2017.

Meredith Clebsch

Meredith contributed a list of species observed during the site visit, photographs of current site conditions, and assisted with drafting of the Baseline Document. 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.

BDR EXHIBITS

(Electronic versions saved as independent files)

A. CONSERVATION EASEMENT

BDR EXHIBIT A
CONSERVATION EASEMENT

PREPARED BY J. GILBERT PARRISH, JR., ATTORNEY AT LAW
60 BRAZELTON STREET, UNIT 9, SAVANNAH, TENNESSEE 38372
Without title exam and by information provided by Seller

QUITCLAIM DEED

This instrument made and entered into on this the 11 day of July, 2018, by and between RWP PROPERTIES, a Tennessee General Partnership composed of J. Gilbert Parrish, Jr., and wife, Robin W. Parrish, party of the first part, and ANDERSON HOLLOW, LLC., party of the second part;

WITNESSETH

That for and in consideration of the sum of \$1.00 cash in hand paid, the receipt of which is hereby acknowledged, the party of the first part conveys and quitclaims unto the party of the second part, all its right, title and interest in and to the following described real estate, to-wit:

Tax Assessor Map No. 137, Parcel No. 12.67

Beginning at a no. 4 rebar found (N-283291, E-1304113 NAD 1983, Tennessee Grid Zone 4100) on the north side of an existing gravel road serving the lagoon system of Northshore and located in the west right-of-way of Northshore Drive, the southeast corner of the Hardin County Bank property described as Tract No. 4 consisting of 5.33 acres and described in Record Book No. 573, Page No. 205 in the office of the Register of Deeds for Hardin County, Tennessee, the same being the northeast corner of the remainder of the RWP Properties partnership described in Record Book No. 501, Page No. 739 and currently designated as Hardin County Tax Assessor Map No. 137, Parcel No. 12.67 and assessed as 77.35 acres, more or less in November of 2013; runs thence with the west right-of-way of Northshore Drive marking the east boundary of this 16.28 acre tract, along a curve to the left from a tangent bearing South 5 degrees 11 minutes 19 seconds West, with a radius of 389.34 feet, through a central angle of 16 degrees 10 minutes 00 seconds, an arc distance of 109.86 feet to a no. 4 rebar found with steel witness post, the most easterly southeast corner of this tract and the northeast corner of the RWP Properties partnership property described as a 14.98 acre tract and currently designated as Hardin County Tax Assessor Map No. 137, Parcel No. 12.38; runs thence South 71 degrees 57 minutes 56 seconds West, 35.00 feet to a no. 4 rebar found with steel witness post; runs thence South 71 degrees 57 minutes 56 seconds West, 266.68 feet to a no. 4 rebar found, the northwest corner of the RWP Properties partnership property described as a 14.98 acre tract, an ell corner in the remainder of the RWP Properties partnership described in Record Book No. 501, Page No. 739 and currently designated as Hardin County Tax Assessor Map No. 137, Parcel No. 12.67, and the northeast corner of a 15.15 acre tract; runs thence North 78 degrees 49 minutes 34 seconds West with the north boundary of the 15.15 acre tract, 591.93 feet to a no. 4 rebar set, the northwest corner of the 15.15 acre tract; runs thence North 78 degrees 43 minutes 34 seconds West, 1461.94 feet to a no. 4 rebar set, the most westerly southwest corner of this 16.28 acre tract; runs thence North 15 degrees 25 minutes 34 seconds West, 61.25 feet to a no. 4 rebar set in the south boundary of the Newport Land Company, LLC property described as Tract No. 1 in Record Book No. 460, Page No. 43; runs thence South 85 degrees 50 minutes 27 seconds East with the south boundary of the Newport Land Company, LLC property described as Tract No. 1 in Record Book No. 460, Page No. 43, 799.57 feet to an iron pin, the southeast corner of the Newport Land Company, LLC property described as Tract No. 1 in Record Book No. 460, Page No. 43 and the southwest corner of the Montana Land Company, LLC property described as Tract No. 2 in Record Book No. 432, Page No. 241; runs thence South 85 degrees 13 minutes 03 seconds East with the south boundary of the Montana Land Company, LLC property, 230.72 feet to an iron pin; runs thence North 62 degrees 30 minutes 34 seconds East, 342.25 feet to an iron pin; runs thence South 83 degrees 32 minutes 25 seconds East, 272.65 feet to an iron pin, the same being the southeast corner of the Montana Land Company, LLC property; runs thence North 1 degrees 36 minutes 21 seconds West with the east boundary of the Montana Land Company, LLC property, 162.14 feet to an iron pin, the northeast corner of the Montana Land Company, LLC property; runs thence North 1 degrees 36 minutes 21 seconds West, 65.70 feet to a no. 4 rebar found,



the southwest corner of the Hardin County Bank property described as Tract No. 4 consisting of 5.33 acres and described in Record Book No. 573, Page No. 205; runs thence North 77 degrees 03 minutes 16 seconds East with the south boundary of the Hardin County Bank 5.33 acre tract marking the north boundary of this 16.28 acre tract and running along the north side of an unnamed gravel roadway, 13.71 feet to a no. 4 rebar; runs thence along the north side of the gravel roadway, North 75 degrees 52 minutes 41 seconds East, 55.28 feet to a no. 4 rebar; thence along a curve to the right with a radius of 526.65 feet, through a central angle of 17 degrees 34 minutes 58 seconds, an arc distance of 161.62 feet to a no. 4 rebar; thence along a curve to the right from a tangent bearing South 86 degrees 32 minutes 21 seconds East, with a radius of 160.45 feet, through a central angle of 64 degrees 14 minutes 03 seconds, an arc distance of 179.88 feet to a no. 4 rebar; thence along a curve to the left from a tangent bearing South 22 degrees 18 minutes 19 seconds East, with a radius of 835.92 feet, through a central angle of 24 degrees 41 minutes 44 seconds, an arc distance of 360.30 feet to a no. 4 rebar; thence along a curve to the right from a tangent bearing South 47 degrees 00 minutes 03 seconds East, with a radius of 697.91 feet, through a central angle of 15 degrees 08 minutes 35 seconds, an arc distance of 184.45 feet to a no. 4 rebar; thence South 31 degrees 51 minutes 28 seconds East, 8.87 feet to a no. 4 rebar; thence South 47 degrees 57 minutes 42 seconds East, 34.67 feet to the point of beginning, containing 16.28 acres, more or less, by survey of Henry E. Williams, P.E., R.L.S., Tennessee Licensed Land Surveyor No. 505 in November of 2011. All bearings contained in this description are Tennessee Grid, NAD 1983.

Being a portion of the same property conveyed to RWP Properties by deed of record in Record Book No. 501, Page No. 739 in the Hardin County Register's Office.

In testimony whereof, the party of the first part has hereunto set its signature, this the day and date first above written.

RWP PROPERTIES

By: [Signature]
J. GILBERT PARRISH, JR.

By: [Signature]
ROBIN W. PARRISH

STATE OF TENNESSEE
COUNTY OF HARDIN

Personally appeared before me, the undersigned Notary Public in and for said State and County, J. GILBERT PARRISH, JR., and wife, ROBIN W. PARRISH, with whom I am personally acquainted, and who upon oath acknowledged themselves to be all of the partners of RWP PROPERTIES, the within named bargainor, a partnership, and that they as such partners, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by themselves as partner.

Witness my hand and official seal on this the 11th day of July, 2018.

My Commission Expires: 12-12-21

[Signature]
Notary Public

STATE OF TENNESSEE, COUNTY OF HARDIN

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

[Signature]
AFFIANT

Subscribed and sworn to before me on this the 11th day of July, 2018.

My Commission expires: 12-12-21

[Signature]
NOTARY PUBLIC

MAIL TAX NOTICES TO:
ANDERSON HOLLOW, LLC.
60 Brazelton Street, Unit #9
Savannah, TN 38372

Julie Gail Adkisson, Register
Hardin County Tennessee
Rec #: 129268 Instrument #: 136831
Rec'd: 10.00 Recorded
State: 0.00 7/23/2018 at 11:38 AM
Clerk: 0.00 in Record Book
Other: 2.00 691
Total: 12.00 Pgs 891-892



APPENDIX 7

**DEEDS INTO ANDERSON
HOLLOW, LLC**

PREPARED BY J. GILBERT PARRISH, JR., ATTORNEY AT LAW
60 BRAZELTON STREET, UNIT 9, SAVANNAH, TENNESSEE 38372
Without title exam and by information provided by Seller

QUITCLAIM DEED

This instrument made and entered into on this the 8th day of December, 2017, by and between NORTSHORE, LLC, a Tennessee Limited Liability Company, party of the first part, and ANDERSON HOLLOW, LLC, a Tennessee Limited Liability Company, party of the second part;

WITNESSETH

That for and in consideration of the sum of \$1.00 cash in hand paid, the receipt of which is hereby acknowledged, the party of the first part conveys and quitclaims unto the party of the second part, all its right, title and interest in and to the following described real estate, to-wit:

TRACT 1

PHASE 6E CONTAINING 123.94 ACRES

Beginning at an iron pin set in the south right-of-way of the Pyburn Road, the same being the northwest corner of a survey of the western portion of the Points of Pickwick, a plat or plan of same being of record in Plat Cabinet No. 5, Slide No. 64-A, the subject of a survey conducted by Williams Engineering Co, Inc. in February of 1998 and the most northerly northeast corner of this tract, the eastern portion of the RWP Properties property, a partnership composed of J. Gilbert Parrish, Jr. and wife, Robin W. Parrish described in Record Book No. 501, Page No. 739 in the Register's Office of Hardin County, Tennessee; runs thence South 24 degrees 30 minutes 15 seconds East with the west boundary of said plat and survey, 112.22 feet to an iron pin set; thence South 8 degrees 25 minutes 30 seconds East, 327.55 feet to an iron pin set; thence South 18 degrees 48 minutes 43 seconds East, 171.44 feet to a 14 inch pine; thence South 47 degrees 58 minutes 42 seconds East, 313.09 feet to an iron pin set; thence South 37 degrees 10 minutes 00 seconds East, 257.89 feet to a 3 inch beech; thence South 78 degrees 05 minutes 26 seconds East, 112.01 feet to a 16 inch chestnut oak; thence South 69 degrees 03 minutes 01 seconds East, 251.90 feet to a 6 inch chestnut oak; thence South 66 degrees 11 minutes 06 seconds East, 105.51 feet to an iron pin set; thence South 66 degrees 11 minutes 06 seconds East, 40.76 feet to an iron pin set; thence South 66 degrees 11 minutes 06 seconds East, 56.00 feet to a 3 inch hickory; thence South 36 degrees 48 minutes 20 seconds East, 93.31 feet to an iron pin set; thence South 3 degrees 30 minutes 38 seconds East, 273.03 feet to a 6 inch hickory; thence South 16 degrees 56 minutes 37 seconds West, 141.13 feet to a 15 inch beech; thence South 6 degrees 26 minutes 43 seconds East, 228.66 feet to a 10 inch white oak; thence South 19 degrees 18 minutes 36 seconds West, 206.38 feet to an iron pin set in the north side of a TVA powerline easement; runs thence South 11 degrees 28 minutes 05 seconds West, 152.45 feet to an iron pin set in the south side of the TVA power-line easement; runs thence South 11 degrees 28 minutes 05 seconds West, 380.72 feet to a 6 inch red oak; thence South 0 degrees 02 minutes 37 seconds East, 137.32 feet to a TVA angle iron; thence South 7 degrees 22 minutes 10 seconds East, 129.43 feet to a 3 inch hickory; thence South 19 degrees 06 minutes 16 seconds East, 211.51 feet to a 3 inch white oak; thence South 8 degrees 37 minutes 00 seconds East, 135.29 feet to a 5 inch hickory; thence South 5 degrees 21 minutes 17 seconds West, 414.88 feet to a 12 inch white oak; thence South 10 degrees 22 minutes 15 seconds East, 185.03 feet to an iron pin set; thence South 72 degrees 54 minutes 18 seconds West, 119.88 feet to an iron pin set; thence North 26 degrees 03 minutes 52 seconds West, 150.00 feet to an iron pin set; thence South 62 degrees 30 minutes 56 seconds West, 225.54 feet to an iron pin set; thence South 85 degrees 06 minutes 57 seconds West, 191.78 feet to a 4 inch hickory; thence North 64 degrees 40 minutes 04 seconds West, 99.36 feet to a 10 inch white oak; thence North 84 degrees 49 minutes 50 seconds West, 101.62 feet to an iron pin set; thence South 33 degrees 33 minutes 58 seconds West, 169.80 feet to a 10 inch white oak; thence South 21 degrees 51 minutes 16 seconds East, 120.75 feet to a 10 inch white oak; thence South 69 degrees 17 minutes 20 seconds East, 195.38 feet to an iron pin set; thence South 72 degrees 45 minutes 20 seconds East, 252.12 feet to an iron pin set; thence North 60 degrees 24

12.28, 12.67

HARDIN COUNTY ASSESSOR # 1732
MAP 137 GP PL 12.01
COMM RES FARM
SPLIT V/I I BY: CH

minutes 53 seconds East, 462.57 feet to an iron pin set; thence North 65 degrees 13 minutes 17 seconds East, passing an iron pin set at 30.73 feet, a total of 78.20 feet to an iron pin set; runs thence South 34 degrees 00 minutes 40 seconds East, 189.14 feet to an iron pin set; thence South 46 degrees 44 minutes 29 seconds West, 83.26 feet to an 8 inch red oak; thence South 46 degrees 53 minutes 11 seconds West, 296.02 feet to an iron pin found; runs thence South 87 degrees 21 minutes 37 seconds West, 454.29 feet to an iron pin found; thence North 61 degrees 18 minutes 14 seconds West, 222.43 feet to an iron pin found; thence North 83 degrees 20 minutes 21 seconds West, 163.46 feet to a 12 inch hickory; thence South 46 degrees 47 minutes 11 seconds West, 75.85 feet to a 10 inch white oak; thence South 22 degrees 34 minutes 48 seconds West, 217.53 feet to an iron pin found at the most southerly southwest corner of the Williams Engineering Company, Inc. survey as shown on said plat of same; North 1 degrees 06 minutes 17 seconds West, 223.90 feet to a 10 inch white oak; thence North 13 degrees 07 minutes 27 seconds East, 206.49 feet to a spike; thence North 57 degrees 43 minutes 02 seconds West, 59.00 feet to a 14 inch beech; thence North 13 degrees 55 minutes 23 seconds East, 32.36 feet to a 14 inch beech; thence North 25 degrees 23 minutes 41 seconds East, 55.53 feet to a 12 inch oak; thence North 12 degrees 06 minutes 46 seconds East, 44.49 feet to nail; thence North 70 degrees 49 minutes 25 seconds West, 95.43 feet to an iron pin; thence North 68 degrees 29 minutes 44 seconds West, 104.16 feet to an 8 inch poplar; thence South 74 degrees 53 minutes 35 seconds West, 55.54 feet to an iron pin; thence South 60 degrees 31 minutes 24 seconds West, 115.84 feet to an iron pin; thence North 42 degrees 29 minutes 44 seconds West, 67.50 feet to a 14 inch white oak; thence North 43 degrees 46 minutes 23 seconds West, 92.22 feet to an iron pin; thence North 60 degrees 18 minutes 10 seconds West, 77.41 feet to an iron pin in the east right-of-way of Northshore Drive; runs thence North 48 degrees 41 minutes 45 seconds East with the east right-of-way of Northshore Drive marking the west boundary of this 123.94 acre tract, 126.78 feet; thence along a curve to the left from a tangent bearing North 47 degrees 51 minutes 18 seconds East, with a radius of 174.06 feet, through a central angle of 84 degrees 48 minutes 18 seconds, an arc distance of 257.63 feet; thence North 36 degrees 57 minutes 04 seconds West, 376.54 feet; thence North 38 degrees 32 minutes 47 seconds West, 307.36 feet; thence along a curve to the right with a radius of 339.34 feet, through a central angle of 86 degrees 47 minutes 01 seconds, an arc distance of 513.98 feet; thence North 48 degrees 14 minutes 14 seconds East, 36.25 feet; thence North 52 degrees 31 minutes 17 seconds East, 374.33 feet; thence along a curve to the left with a radius of 303.32 feet, through a central angle of 45 degrees 45 minutes 07 seconds, an arc distance of 242.21 feet; thence North 11 degrees 03 minutes 11 seconds East, 225.95 feet; thence along a curve to the left with a radius of 1449.07 feet, through a central angle of 12 degrees 08 minutes 23 seconds, an arc distance of 307.03 feet; thence North 4 degrees 59 minutes 00 seconds East, 34.30 feet; thence North 10 degrees 14 minutes 40 seconds East, 153.12 feet; thence North 15 degrees 30 minutes 21 seconds East, 112.89 feet; thence along a curve to the left from a tangent bearing North 9 degrees 24 minutes 09 seconds East, with a radius of 211.72 feet, through a central angle of 46 degrees 13 minutes 22 seconds, an arc distance of 170.81 feet; thence North 42 degrees 55 minutes 25 seconds West, 32.97 feet; thence along a curve to the right with a radius of 613.15 feet, through a central angle of 18 degrees 07 minutes 14 seconds, an arc distance of 193.92 feet; thence North 33 degrees 51 minutes 49 seconds West, 74.70 feet; thence along a curve to the left with a radius of 402.71 feet, through a central angle of 18 degrees 32 minutes 35 seconds, an arc distance of 130.33 feet; thence North 52 degrees 24 minutes 26 seconds West, 121.19 feet; thence along a curve to the right from a tangent bearing North 52 degrees 24 minutes 25 seconds West, with a radius of 170.04 feet, through a central angle of 17 degrees 30 minutes 42 seconds, an arc distance of 51.97 feet; thence North 34 degrees 53 minutes 42 seconds West, 113.30 feet; thence along a curve to the left with a radius of 415.28 feet, through a central angle of 34 degrees 09 minutes 10 seconds, an arc distance of 247.54 feet; thence North 69 degrees 02 minutes 54 seconds West, 296.00 feet to a no. 4 rebar set; thence North 48 degrees 02 minutes 49 seconds West, 68.65 feet to a no. 4 rebar set; runs thence North 29 degrees 12 minutes 01 seconds West, 100.54 feet to a no. 4 rebar set; runs thence North 43 degrees 42 minutes 35 seconds East, 170.13 feet to a no. 4 rebar set; runs thence North 63 degrees 28 minutes 35 seconds West, 77.04 feet to a no. 4 rebar set in the south right-of-way of the Pyburn Road; runs thence with the south right-of-way of the Pyburn Road along a curve to the right, with a radius of 904.62 feet, through a central angle of 27 degrees 29 minutes 18 seconds, an arc distance of 434.00 feet; thence South 80 degrees 58 minutes 10 seconds East, 736.75 feet to the point of beginning, containing 123.94 acres, more or less, by survey of Henry E. Williams, P.E., R.L.S., Tennessee Licensed Land Surveyor No. 505. All bearings contained in this description are Tennessee Grid, NAD 1983. This description is a compilation of surveys conducted by David Parsons, Tennessee Land Surveyor No. 1693 and Henry E. Williams, Tennessee Land Surveyor No. 505 between August of 1996 and April of 2003 and in 2009.

EXCLUSION:

Included in the above described property is a 18.53 acre tract of land conveyed to Blue Steel Equities, L.L.C., dated March 22, 2012 and recorded in Record Book 553, page 474 in the Hardin County Register's Office.

TRACT II

DESCRIPTION OF A 15.15 ACRE TRACT

Beginning at a no. 4 rebar found (N-283291, E-1304113 NAD 1983, Tennessee Grid Zone 4100) on the north side of an existing gravel road serving the lagoon system of Northshore and located in the west right-of-way of Northshore Drive, the southeast corner of the Hardin County Bank property described as Tract No. 4 consisting of 5.33 acres and described in Record Book No. 573, Page No. 205 in the office of the Register of Deeds for Hardin County, Tennessee, the same being the northeast corner of the remainder of the RWP Properties partnership described in Record Book No. 501, Page No. 739 and currently designated as Hardin County Tax Assessor Map No. 137, Parcel No. 12.67 and assessed as 77.35 acres, more or less in November of 2013; runs thence with the west right-of-way of Northshore Drive marking the east boundary of a 16.28 acre tract, along a curve to the left from a tangent bearing South 5 degrees 11 minutes 19 seconds West, with a radius of 389.34 feet, through a central angle of 16 degrees 10 minutes 00 seconds, an arc distance of 109.86 feet to a no. 4 rebar found with steel witness post, the most easterly southeast corner of a 16.28 acre tract and the northeast corner of the RWP Properties partnership property described as a 14.98 acre tract and currently designated as Hardin County Tax Assessor Map No. 137, Parcel No. 12.38; runs thence South 71 degrees 57 minutes 56 seconds West, 35.00 feet to a no. 4 rebar found with steel witness post; runs thence South 71 degrees 57 minutes 56 seconds West, 266.68 feet to a no. 4 rebar found, the northwest corner of the RWP Properties partnership property described as a 14.98 acre tract, an ell corner in the remainder of the RWP Properties partnership described in Record Book No. 501, Page No. 739 and currently designated as Hardin County Tax Assessor Map No. 137, Parcel No. 12.67, and the northeast corner and TRUE POINT OF BEGINNING of this 15.15 acre tract; runs thence South 2 degrees 23 minutes 31 seconds East with the west boundary of the RWP Properties partnership property described as a 14.98 acre tract and currently designated as Hardin County Tax Assessor Map No. 137, Parcel No. 12.38, 919.55 feet to a no. 4 rebar set in the north right-of-way of Northshore Drive, the same being the southwest corner of the RWP Properties partnership property described as a 14.98 acre tract and the southeast corner of this 15.15 acre tract; runs thence South 55 degrees 49 minutes 29 seconds West with the north right-of-way of Northshore Drive, 163.41 feet; South 38 degrees 29 minutes 19 seconds West, 47.96 feet; runs thence along a curve to the right with a radius of 113.00 feet, through a central angle of 92 degrees 35 minutes 01 seconds, an arc distance of 182.60 feet; thence North 45 degrees 52 minutes 02 seconds West, 92.78 feet; thence North 45 degrees 52 minutes 02 seconds West, 22.61 feet; thence along a curve to the left with a radius of 160.00 feet, through a central angle of 64 degrees 55 minutes 18 seconds, an arc distance of 181.30 feet; runs thence South 69 degrees 12 minutes 39 seconds West with the north right-of-way of Northshore Drive, 98.40 feet to a no. 4 rebar, the southwest corner of this 15.15 acre tract; runs thence North 2 degrees 44 minutes 44 seconds East with a severance line crossing the remainder of the RWP Properties partnership property described in Record Book No. 501, Page No. 739, 1090.03 feet to a no. 4 rebar, the northwest corner of this 15.15 acre tract lying in the south boundary of a 16.28 acre tract; runs thence South 78 degrees 49 minutes 34 seconds East with the south boundary of the 16.28 acre tract, 591.93 feet to the point of beginning, containing 15.15 acres, more or less, by survey of Henry E. Williams, P.E., R.L.S., Tennessee Licensed Land Surveyor No. 505 in November of 2011. All bearings contained in this description are Tennessee Grid, NAD 1983. more or less.

TRACT III

Map: 137, Parcel: 12.38

Beginning at a no. 4 rebar found with steel witness post in the west right-of-way of Northshore Drive, the southeast corner of the Newport Land Company, LLC property described as Tract No. 2 consisting of 73.04 acres in Record Book No. 460, Page No. 44 in the Register's Office of Hardin County, Tennessee, the same being the northeast corner of the remainder of the JDK Properties property described in Record Book No. 433, Page No. 179; runs thence South 52 degrees 31 minutes 18 seconds

West with the west right-of-way of Northshore Drive, 381.80 feet; South 48 degrees 14 minutes 14 seconds West, 36.25 feet; runs thence along a curve to the left with a radius of 389.34 feet, through a central angle of 59 degrees 12 minutes 55 seconds, an arc distance of 402.38 feet with the west right-of-way of Northshore Drive to a no. 4 rebar set with steel witness post, the northeast corner and TRUE POINT OF BEGINNING of this 14.98 acre tract; runs thence with the west right-of-way of Northshore Drive marking the east boundary of this 14.98 acre tract, along a curve to the left from a tangent bearing South 10 degrees 58 minutes 41 seconds East, with a radius of 389.34 feet, through a central angle of 27 degrees 34 minutes 06 seconds, an arc distance of 187.33 feet; South 38 degrees 32 minutes 47 seconds East, 307.36 feet; South 36 degrees 56 minutes 53 seconds East, 375.15 feet; thence along a curve to the right with a radius of 124.06 feet, through a central angle of 84 degrees 48 minutes 18 seconds, an arc distance of 183.62 feet; thence South 47 degrees 51 minutes 13 seconds West, 323.42 feet; thence along a curve to the left with a radius of 368.63 feet, through a central angle of 45 degrees 07 minutes 26 seconds, an arc distance of 290.32 feet to the northwest intersection of the west right-of-way of Northshore Drive and Sailboat Pointe; runs thence North 85 degrees 35 minutes 06 seconds West, 8.05 feet; runs thence with the north right-of-way of Northshore Drive along a curve to the right from a tangent bearing North 85 degrees 35 minutes 03 seconds West, with a radius of 127.00 feet, through a central angle of 36 degrees 51 minutes 34 seconds, an arc distance of 81.70 feet; runs thence North 48 degrees 43 minutes 28 seconds West, 55.58 feet; North 38 degrees 42 minutes 25 seconds West, 243.72 feet; runs thence North 49 degrees 31 minutes 22 seconds West, continuing with the north right-of-way of Northshore Drive, 118.94 feet to a no. 4 rebar set with steel witness post, the southwest corner of this 14.98 acre tract; runs thence North 2 degrees 23 minutes 31 seconds West with a severance line crossing the original tract of which this 14.98 acre tract is a part, 919.55 feet to a no. 4 rebar set, the northwest corner of this tract; runs thence North 71 degrees 57 minutes 56 seconds East, passing a no. 4 rebar set with steel witness post at 266.68 feet, a total of 301.68 to the point of beginning, containing 14.98 acres, more or less, by survey of Henry E. Williams, P.E., R.L.S., Tennessee Licensed Land Surveyor No. 505 in November of 2008. All bearings contained in this description are Tennessee Grid, NAD 1983.

TRACT IV

Beginning at a no. 4 rebar found with steel witness post at the northwest corner of a 5.25 acre tract now owned by John F. Odom and described as Tract No. 8 in Record Book No. 487, Page No. 98 in the east boundary of the Jerry Wood and wife, Brenda Wood property described in Deed Book No. 100, Page No. 117, the same being the southwest corner of a 24.30 acre tract being a portion of the remainder of the RWP Properties property described in Record Book No. 501, Page No. 739; runs thence North 1 degrees 33 minutes 20 seconds East with the east boundary of Wood, 73.77 feet to a 6 inch hickory; North 28 degrees 05 minutes 34 seconds West, 107.54 feet to a 14 inch pine; runs thence North 23 degrees 35 minutes 53 seconds West, 237.44 feet to an 8 inch pine in the east boundary of the Jimmy Adams property described in Deed Book No. 102, Page No. 146; runs thence North 3 degrees 01 minutes 12 seconds West with the east boundary of Adams, 101.90 feet to a 14 inch hickory; North 32 degrees 58 minutes 08 seconds East, 141.62 feet to a 10 inch tree; North 0 degrees 08 minutes 21 seconds West, 95.35 feet to an iron pin found; runs thence North 55 degrees 18 minutes 27 seconds East, 432.00 feet to a no. 5 rebar found with steel witness post, the northwest corner of this 24.03 acre tract, the northeast corner of Adams, the southeast corner of the Mark S. Blair and wife, Dee A. Blair property described in Record Book No. 485, Page No. 798, and the southwest corner of the Newport Land Company, LLC property described in Record Book No. 460, Page No. 43; runs thence South 85 degrees 50 minutes 27 seconds East with the south boundary of the Newport Land Company, LLC property, 548.95 feet to a no. 5 rebar found with steel witness post, the northeast corner of the 24.30 acre tract; runs thence South 15 degrees 25 minutes 34 seconds East, 61.26 feet to a no. 5 rebar found with steel witness post, the TRUE POINT OF BEGINNING of this 24.59 acre tract; runs thence South 78 degrees 43 minutes 34 seconds East with a severance line, 1461.94 feet to a no. 5 rebar found with steel witness post, the northeast corner of this 24.59 acre tract; runs thence South 2 degrees 44 minutes 44 seconds West, 1090.03 feet to a no. 5 rebar found in the north right-of-way of Northshore Drive, the southeast corner of this 24.59 acre tract; runs thence with the north right-of-way of Northshore Drive, along a curve to the right with a radius of 276.00 feet, through a central angle of 44 degrees 05 minutes 13 seconds, an arc distance of 212.37 feet; North 66 degrees 42 minutes 08 seconds West, 54.87 feet; runs thence along a curve to the right with a radius of 220.00 feet, through a central angle of 44 degrees 30 minutes 42 seconds, an arc distance of 170.91 feet; thence North 22 degrees 11 minutes 26 seconds West, 49.31 feet; thence North 17 degrees 30 minutes 49 seconds West, 85.72 feet; runs thence along a curve to the left with a radius of 240.00 feet, through a central angle of 37 degrees

26 minutes 07 seconds, an arc distance of 156.81 feet; runs thence North 55 degrees 00 minutes 11 seconds West, 283.20 feet; thence North 52 degrees 05 minutes 21 seconds West, 252.42 feet; runs thence along a curve to the left with a radius of 193.00 feet, through a central angle of 82 degrees 34 minutes 07 seconds, an arc distance of 278.13 feet to a no. 5 rebar found with steel witness post, the southwest corner of this 24.59 acre tract and the southeast corner of a 24.30 acre tract; runs thence North 15 degrees 25 minutes 34 seconds West with the east boundary of the 24.30 acre tract, 700.55 feet to the point of beginning, containing 24.59 acres, more or less, by survey of Henry E. Williams, P.E., R.L.S., Tennessee Licensed Land Surveyor No. 505 in 2008. All bearings contained in this description are Tennessee Grid, NAD 1983.

TRACT V

Beginning at a no. 4 rebar found with steel witness post at the northwest corner of a 5.25 acre tract now owned by John F. Odom and described as Tract No. 8 in Record Book No. 487, Page No. 98 in the east boundary of the Jerry Wood and wife, Brenda Wood property described in Deed Book No. 100, Page No. 117, the same being the TRUE POINT OF BEGINNING of this 24.30 acre tract being a portion of the remainder of the RWP Properties property described in Record Book No. 501, Page No. 739; runs thence North 1 degrees 33 minutes 20 seconds East with the east boundary of Wood, 73.77 feet to a 6 inch hickory; North 28 degrees 05 minutes 34 seconds West, 107.54 feet to a 14 inch pine; runs thence North 23 degrees 35 minutes 53 seconds West, 237.44 feet to an 8 inch pine in the east boundary of the Jimmy Adams property described in Deed Book No. 102, Page No. 146; runs thence North 3 degrees 01 minutes 12 seconds West with the east boundary of Adams, 101.90 feet to a 14 inch hickory; North 32 degrees 58 minutes 08 seconds East, 141.62 feet to a 10 inch tree; North 0 degrees 08 minutes 21 seconds West, 95.35 feet to an iron pin found; runs thence North 55 degrees 18 minutes 27 seconds East, 432.00 feet to a no. 5 rebar found with steel witness post, the northwest corner of this 24.03 acre tract, the northeast corner of Adams, the southeast corner of the Mark S. Blair and wife, Dee A. Blair property described in Record Book No. 485, Page No. 798, and the southwest corner of the Newport Land Company, LLC property described in Record Book No. 460, Page No. 43; runs thence South 85 degrees 50 minutes 27 seconds East with the south boundary of the Newport Land Company, LLC property, 548.95 feet to a no. 5 rebar found with steel witness post, the northeast corner of this 24.30 acre tract; runs thence South 15 degrees 25 minutes 34 seconds East with a severance line, 61.25 feet to a no. 5 rebar found; South 15 degrees 25 minutes 34 seconds East, 700.55 feet to a no. 5 rebar found with steel witness post in the north right-of-way of Northshore Drive, the southeast corner of this 24.30 acre tract and the southwest corner of a 24.59 acre tract; runs thence South 45 degrees 20 minutes 06 seconds West with the west right-of-way of Northshore Drive, 97.71 feet; runs thence along a curve to the left with a radius of 385.00 feet, through a central angle of 32 degrees 25 minutes 05 seconds, an arc distance of 217.83 feet; South 12 degrees 55 minutes 01 seconds West, 29.82 feet; runs thence along a curve to the right with a radius of 641.00 feet, through a central angle of 16 degrees 09 minutes 21 seconds, an arc distance of 180.74 feet; runs thence South 29 degrees 04 minutes 21 seconds West, 49.13 feet; runs thence along a curve to the left with a radius of 662.00 feet, through a central angle of 6 degrees 34 minutes 31 seconds, an arc distance of 75.97 feet to a no. 5 rebar found with steel witness post, the southwest corner of this 24.30 acre tract, the same being the northeast corner of the John F. Odom property described as Tract No. 8 consisting of 5.25 acres in Record Book No. 487, Page No. 98; runs thence North 50 degrees 00 minutes 24 seconds West with the north boundary of Odom, 122.46 feet to a 12 inch birch; North 67 degrees 21 minutes 04 seconds West, 132.99 feet to an 18 inch white oak; North 42 degrees 54 minutes 05 seconds West, 149.38 feet to a no. 5 rebar found; runs thence North 69 degrees 47 minutes 53 seconds West, 439.70 feet to the point of beginning, containing 24.30 acres, more or less, by survey of Henry E. Williams, P.E., R.L.S., Tennessee Licensed Land Surveyor No. 505 in 2008. All bearings contained in this description are Tennessee Grid, NAD 1983.

Being a portion of the same property conveyed to Northshore, LLC., by Quitclaim Deed of RWP Properties, dated November 17, 2017 and recorded in Record Book 677, page 676 in the Hardin County Register's Office and being all of the property conveyed to Northshore, LLC., by Quitclaim Deed of RWP Properties dated November 21, 2017 and recorded in Record Book 677, page 809 in the Hardin County Register's Office.

In testimony whereof, the party of the first part has hereunto set its signature, this the day and date first above written.

NORTHSHORE, LLC

By: [Signature]
J. GILBERT PARRISH, JR.
MANAGER

STATE OF TENNESSEE
COUNTY OF HARDIN

Personally appeared before me, the undersigned Notary Public in and for said State and County, J. GILBERT PARRISH, JR., with whom I am personally acquainted, and who upon oath acknowledged himself to be all of the Manager of NORTHSHORE, LLC, the within named bargainor, a Tennessee Limited Liability Company, and that he as such manager, executed the foregoing instrument for the purposes therein contained, by signing on behalf of Northshore, LLC as it's manager.

Witness my hand and official seal on this the 8th day of December, 2017.

My Commission Expires: 01/03/18

[Signature]
Notary Public



STATE OF TENNESSEE, COUNTY OF HARDIN

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

[Signature]
AFFIANT

Subscribed and sworn to before me on this the 8th day of December, 2017.

My Commission expires: 01/03/18

[Signature]
NOTARY PUBLIC

MAIL TAX NOTICES TO:
ANDERSON HOLLOW, LLC
60 Brazelton Street, Unit #9
Savannah, TN 38372



Map: 137, Parcel: 12.01
Map: 137, Parcel: 12.38
Map: 137, Parcel: 12.67

Julie Gail Adkisson, Register
Hardin County Tennessee

Rec #: 125979 Instrument #: 133462
Rec'd: 30.00 Recorded
State: 0.00 12/8/2017 at 2:35 PM
Clerk: 0.00 in Record Book
Other: 2.00 679
Total: 32.00



Julie Gail Adkisson, Register

Hardin County Tennessee

OFFICIAL ORIGINAL RECEIPT

Receipt Number: 125979
Receipt Date: 12/8/2017
Received By: TDickerson
Cash Drawer: DEEWRK2

Transaction Fee Detail

Instr #	Inst. Type/Rec. Date & Time	Recording Reference	# Pgs Recorded	Amount	Description	Amount
133462	QuitClaim Deed 12/8/2017 2:35:00PM NORTHSHORE LLC/ANDERSON HOLLOW LLC	RECORD 679-1	6	\$32.00	Recording Fee EDP Fee	\$30.00 \$2.00
AMOUNT DUE:						\$32.00

Payment Information

Type of Payment	Reference	Payor	Auth	Amount
Check	11249	J GILBERT PARRISH JR ATTORNEY		\$32.00
AMOUNT PAID:				\$32.00
BALANCE DUE:				\$0.00

If Paid By Check, This Receipt Is Not Valid Until Check Is Paid By Bank And Documents Are Certified.

PREPARED BY J. GILBERT PARRISH, JR., ATTORNEY AT LAW
60 BRAZELTON STREET, UNIT 9, SAVANNAH, TENNESSEE 38372
Without title exam and by information provided by Seller

QUITCLAIM DEED

This instrument made and entered into on this the 11 day of July, 2018, by and between RWP PROPERTIES, a Tennessee General Partnership composed of J. Gilbert Parrish, Jr., and wife, Robin W. Parrish, party of the first part, and ANDERSON HOLLOW, LLC., party of the second part;

WITNESSETH

That for and in consideration of the sum of \$1.00 cash in hand paid, the receipt of which is hereby acknowledged, the party of the first part conveys and quitclaims unto the party of the second part, all its right, title and interest in and to the following described real estate, to-wit:

Tax Assessor Map No. 137, Parcel No. 12.67

Beginning at a no. 4 rebar found (N-283291, E-1304113 NAD 1983, Tennessee Grid Zone 4100) on the north side of an existing gravel road serving the lagoon system of Northshore and located in the west right-of-way of Northshore Drive, the southeast corner of the Hardin County Bank property described as Tract No. 4 consisting of 5.33 acres and described in Record Book No. 573, Page No. 205 in the office of the Register of Deeds for Hardin County, Tennessee, the same being the northeast corner of the remainder of the RWP Properties partnership described in Record Book No. 501, Page No. 739 and currently designated as Hardin County Tax Assessor Map No. 137, Parcel No. 12.67 and assessed as 77.35 acres, more or less in November of 2013; runs thence with the west right-of-way of Northshore Drive marking the east boundary of this 16.28 acre tract, along a curve to the left from a tangent bearing South 5 degrees 11 minutes 19 seconds West, with a radius of 389.34 feet, through a central angle of 16 degrees 10 minutes 00 seconds, an arc distance of 109.86 feet to a no. 4 rebar found with steel witness post, the most easterly southeast corner of this tract and the northeast corner of the RWP Properties partnership property described as a 14.98 acre tract and currently designated as Hardin County Tax Assessor Map No. 137, Parcel No. 12.38; runs thence South 71 degrees 57 minutes 56 seconds West, 35.00 feet to a no. 4 rebar found with steel witness post; runs thence South 71 degrees 57 minutes 56 seconds West, 266.68 feet to a no. 4 rebar found, the northwest corner of the RWP Properties partnership property described as a 14.98 acre tract, an ell corner in the remainder of the RWP Properties partnership described in Record Book No. 501, Page No. 739 and currently designated as Hardin County Tax Assessor Map No. 137, Parcel No. 12.67, and the northeast corner of a 15.15 acre tract; runs thence North 78 degrees 49 minutes 34 seconds West with the north boundary of the 15.15 acre tract, 591.93 feet to a no. 4 rebar set, the northwest corner of the 15.15 acre tract; runs thence North 78 degrees 43 minutes 34 seconds West, 1461.94 feet to a no. 4 rebar set, the most westerly southwest corner of this 16.28 acre tract; runs thence North 15 degrees 25 minutes 34 seconds West, 61.25 feet to a no. 4 rebar set in the south boundary of the Newport Land Company, LLC property described as Tract No. 1 in Record Book No. 460, Page No. 43; runs thence South 85 degrees 50 minutes 27 seconds East with the south boundary of the Newport Land Company, LLC property described as Tract No. 1 in Record Book No. 460, Page No. 43, 799.57 feet to an iron pin, the southeast corner of the Newport Land Company, LLC property described as Tract No. 1 in Record Book No. 460, Page No. 43 and the southwest corner of the Montana Land Company, LLC property described as Tract No. 2 in Record Book No. 432, Page No. 241; runs thence South 85 degrees 13 minutes 03 seconds East with the south boundary of the Montana Land Company, LLC property, 230.72 feet to an iron pin; runs thence North 62 degrees 30 minutes 34 seconds East, 342.25 feet to an iron pin; runs thence South 83 degrees 32 minutes 25 seconds East, 272.65 feet to an iron pin, the same being the southeast corner of the Montana Land Company, LLC property; runs thence North 1 degrees 36 minutes 21 seconds West with the east boundary of the Montana Land Company, LLC property, 162.14 feet to an iron pin, the northeast corner of the Montana Land Company, LLC property; runs thence North 1 degrees 36 minutes 21 seconds West, 65.70 feet to a no. 4 rebar found,



the southwest corner of the Hardin County Bank property described as Tract No. 4 consisting of 5.33 acres and described in Record Book No. 573, Page No. 205; runs thence North 77 degrees 03 minutes 16 seconds East with the south boundary of the Hardin County Bank 5.33 acre tract marking the north boundary of this 16.28 acre tract and running along the north side of an unnamed gravel roadway, 13.71 feet to a no. 4 rebar; runs thence along the north side of the gravel roadway, North 75 degrees 52 minutes 41 seconds East, 55.28 feet to a no. 4 rebar; thence along a curve to the right with a radius of 526.65 feet, through a central angle of 17 degrees 34 minutes 58 seconds, an arc distance of 161.62 feet to a no. 4 rebar; thence along a curve to the right from a tangent bearing South 86 degrees 32 minutes 21 seconds East, with a radius of 160.45 feet, through a central angle of 64 degrees 14 minutes 03 seconds, an arc distance of 179.88 feet to a no. 4 rebar; thence along a curve to the left from a tangent bearing South 22 degrees 18 minutes 19 seconds East, with a radius of 835.92 feet, through a central angle of 24 degrees 41 minutes 44 seconds, an arc distance of 360.30 feet to a no. 4 rebar; thence along a curve to the right from a tangent bearing South 47 degrees 00 minutes 03 seconds East, with a radius of 697.91 feet, through a central angle of 15 degrees 08 minutes 35 seconds, an arc distance of 184.45 feet to a no. 4 rebar; thence South 31 degrees 51 minutes 28 seconds East, 8.87 feet to a no. 4 rebar; thence South 47 degrees 57 minutes 42 seconds East, 34.67 feet to the point of beginning, containing 16.28 acres, more or less, by survey of Henry E. Williams, P.E., R.L.S., Tennessee Licensed Land Surveyor No. 505 in November of 2011. All bearings contained in this description are Tennessee Grid, NAD 1983.

Being a portion of the same property conveyed to RWP Properties by deed of record in Record Book No. 501, Page No. 739 in the Hardin County Register's Office.

In testimony whereof, the party of the first part has hereunto set its signature, this the day and date first above written.

RWP PROPERTIES

By: [Signature]
J. GILBERT PARRISH, JR.

By: [Signature]
ROBIN W. PARRISH

STATE OF TENNESSEE
COUNTY OF HARDIN

Personally appeared before me, the undersigned Notary Public in and for said State and County, J. GILBERT PARRISH, JR., and wife, ROBIN W. PARRISH, with whom I am personally acquainted, and who upon oath acknowledged themselves to be all of the partners of RWP PROPERTIES, the within named bargainor, a partnership, and that they as such partners, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by themselves as partner.

Witness my hand and official seal on this the 11th day of July, 2018.

My Commission Expires: 12-12-21

[Signature]
Notary Public

STATE OF TENNESSEE, COUNTY OF HARDIN

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

[Signature]
AFFIANT

Subscribed and sworn to before me on this the 11th day of July, 2018.

My Commission expires: 12-12-21

[Signature]
NOTARY PUBLIC

MAIL TAX NOTICES TO:
ANDERSON HOLLOW, LLC.
60 Brazelton Street, Unit #9
Savannah, TN 38372

Julie Gail Adkisson, Register
Hardin County Tennessee
Rec #: 129268 Instrument #: 136831
Rec'd: 10.00 Recorded
State: 0.00 7/23/2018 at 11:38 AM
Clerk: 0.00 in Record Book
Other: 2.00 691
Total: 12.00 Pgs 891-892

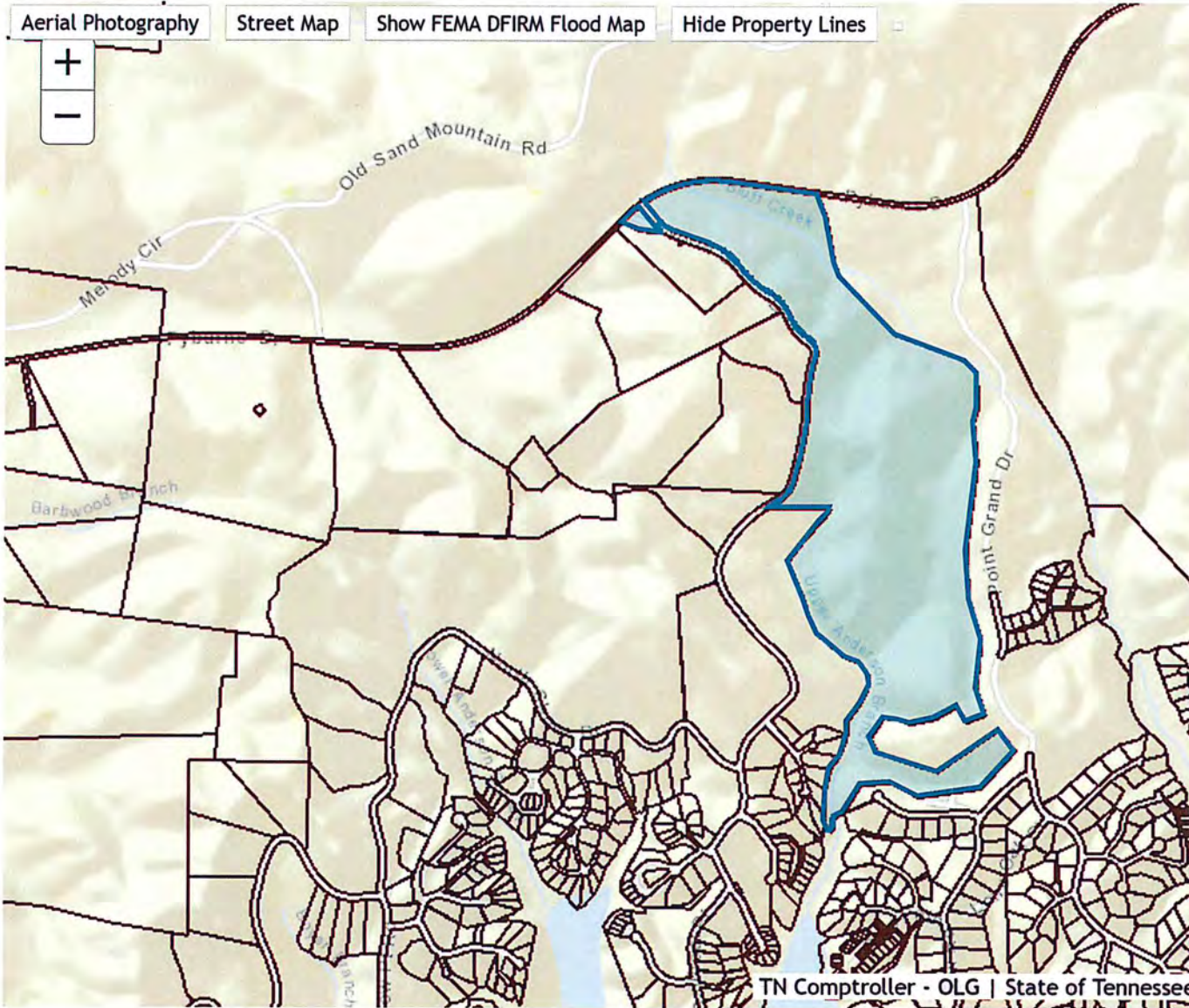


APPENDIX 8

TAX MAPS/POTENTIAL DEVELOPMENT PLAN OF THE PROPERTY

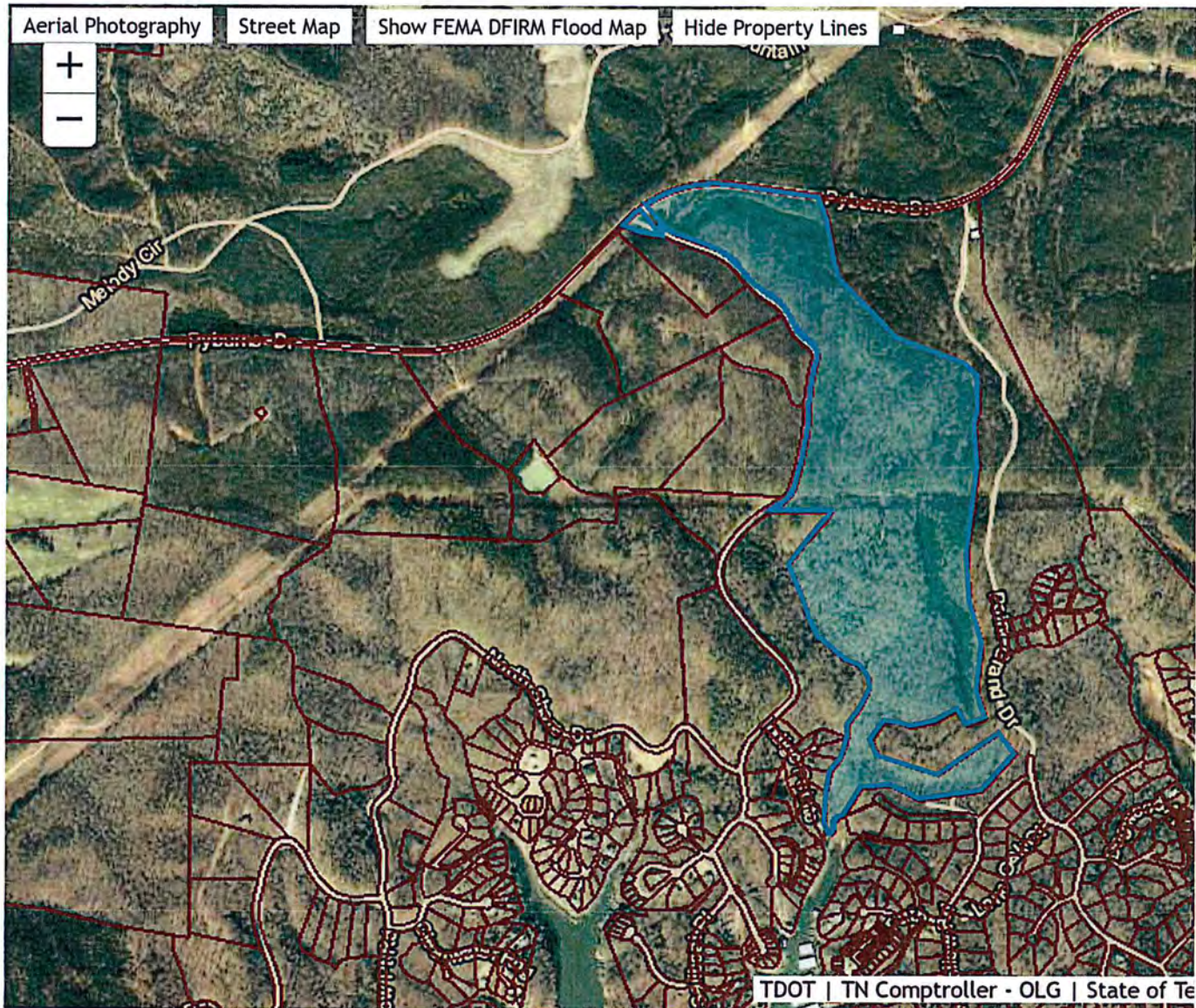


Tennessee Prope



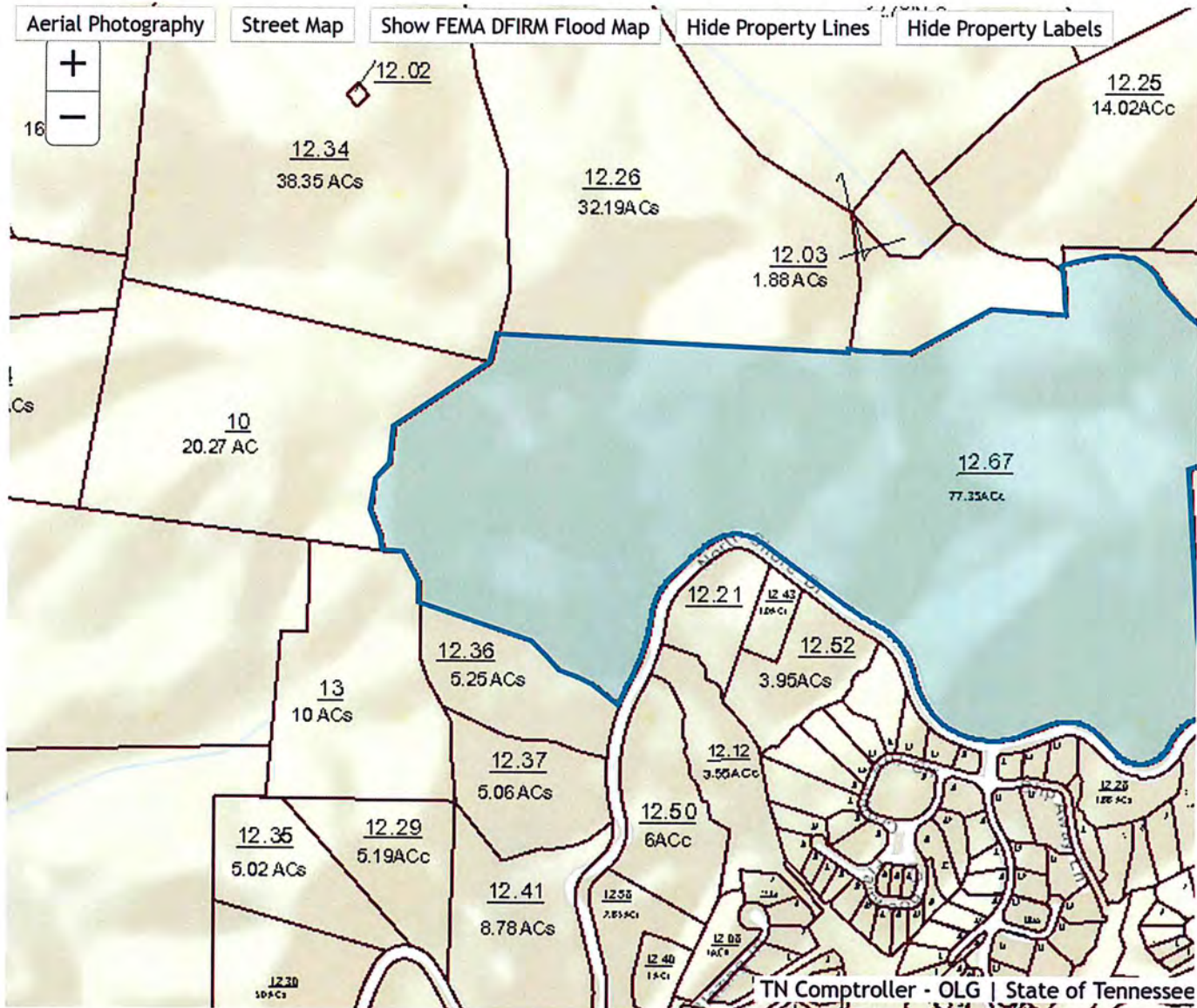


Tennessee Prope



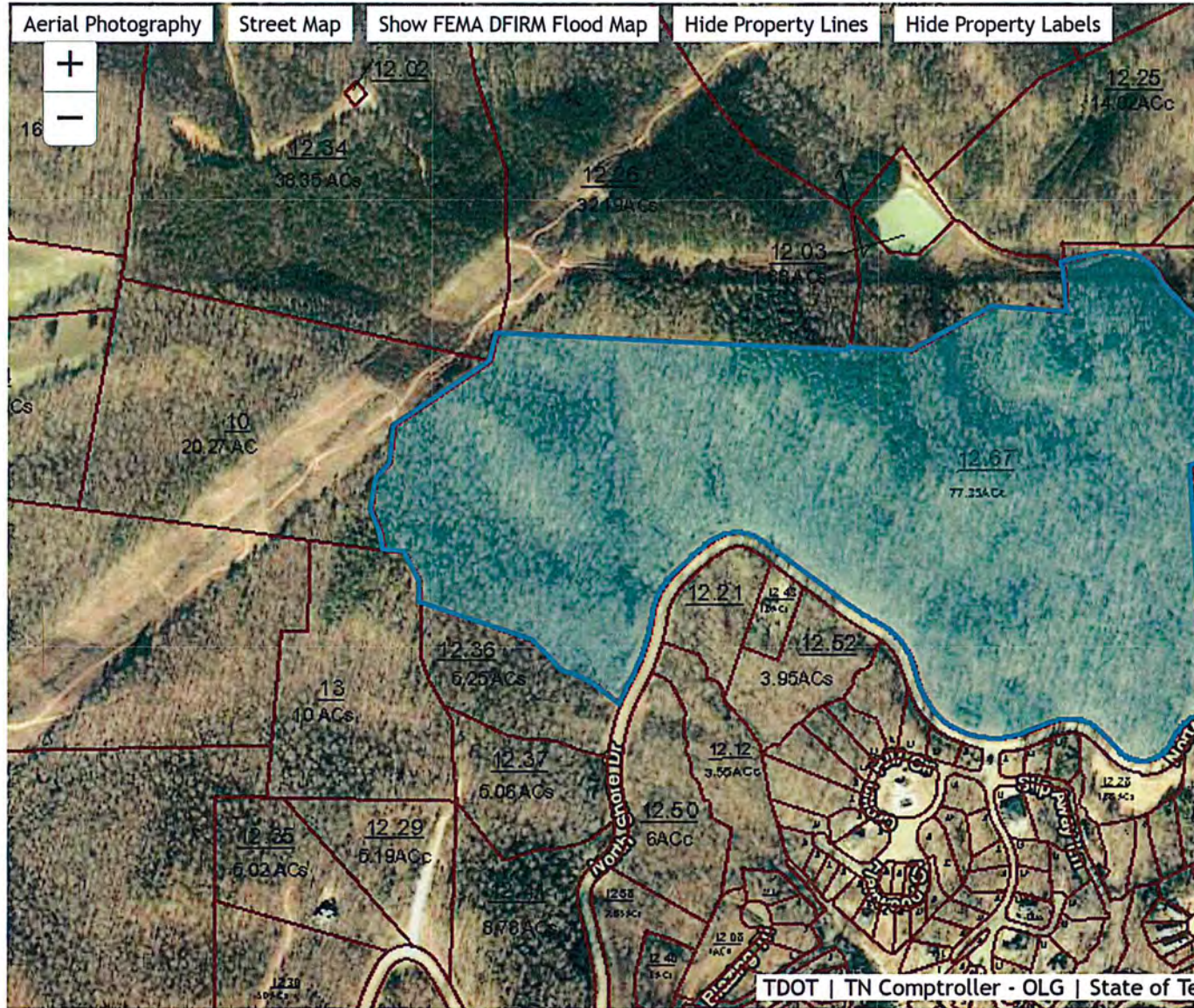


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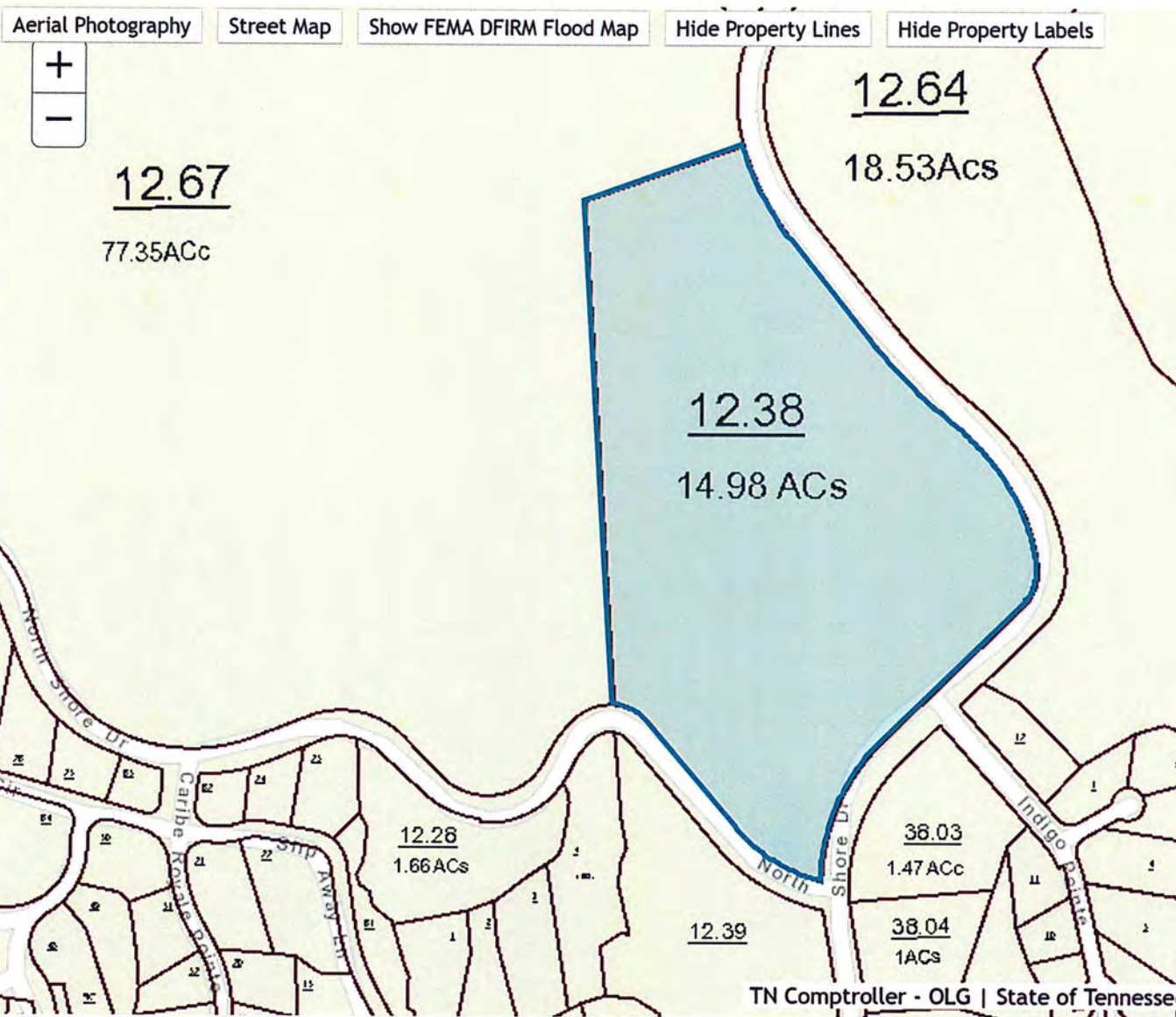


Tennessee Prope





Tennessee Prope

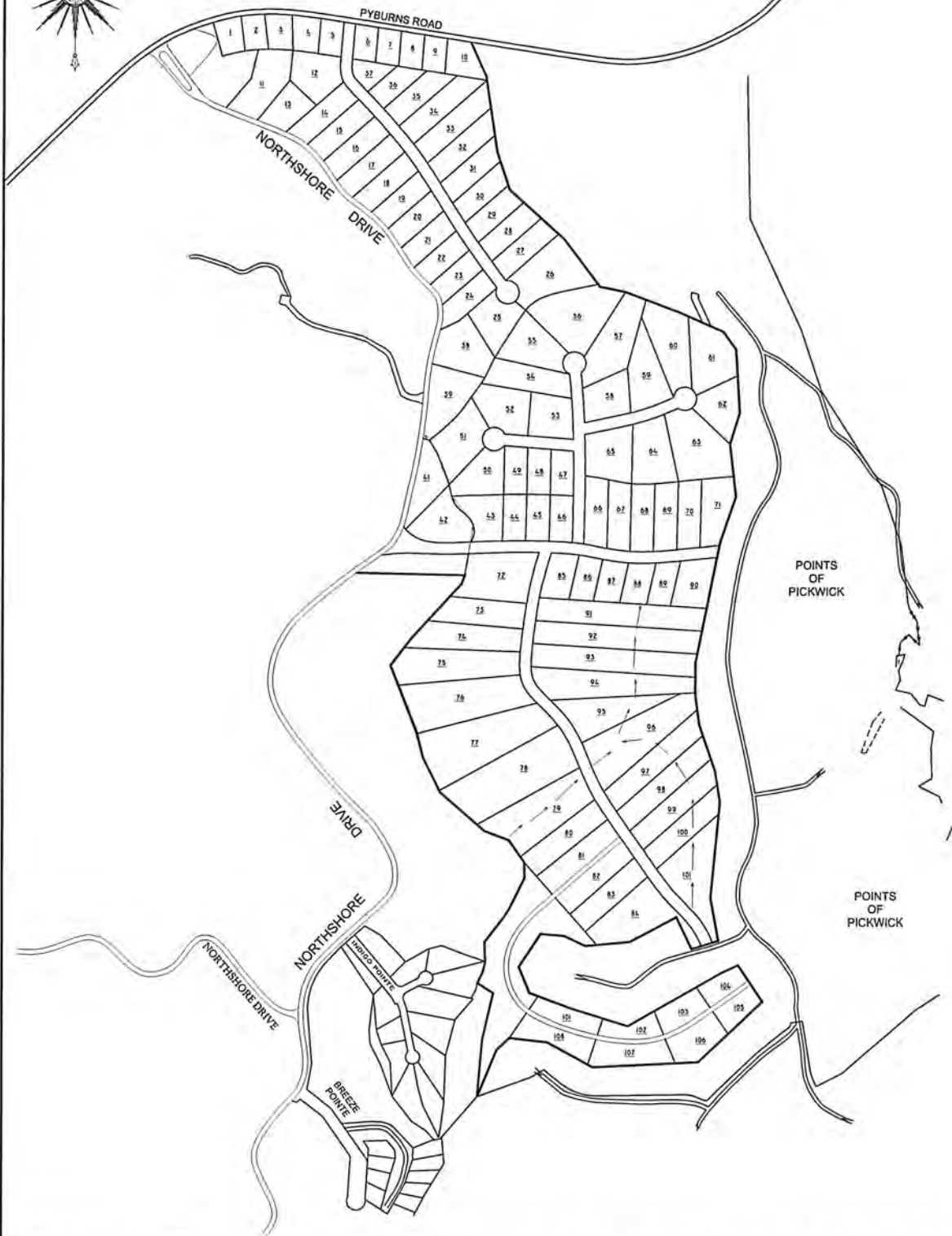
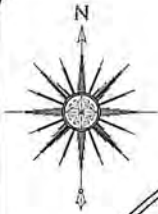




Tennessee Prope



PRELIMINARY DRAWING
SUBJECT TO REVISION

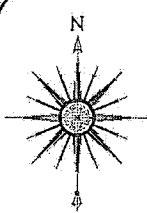


Project:	RANDOLPH
Date:	11/20/17
Scale:	1" = 200'
Sheet:	1 of 1
Drawn:	J.C.

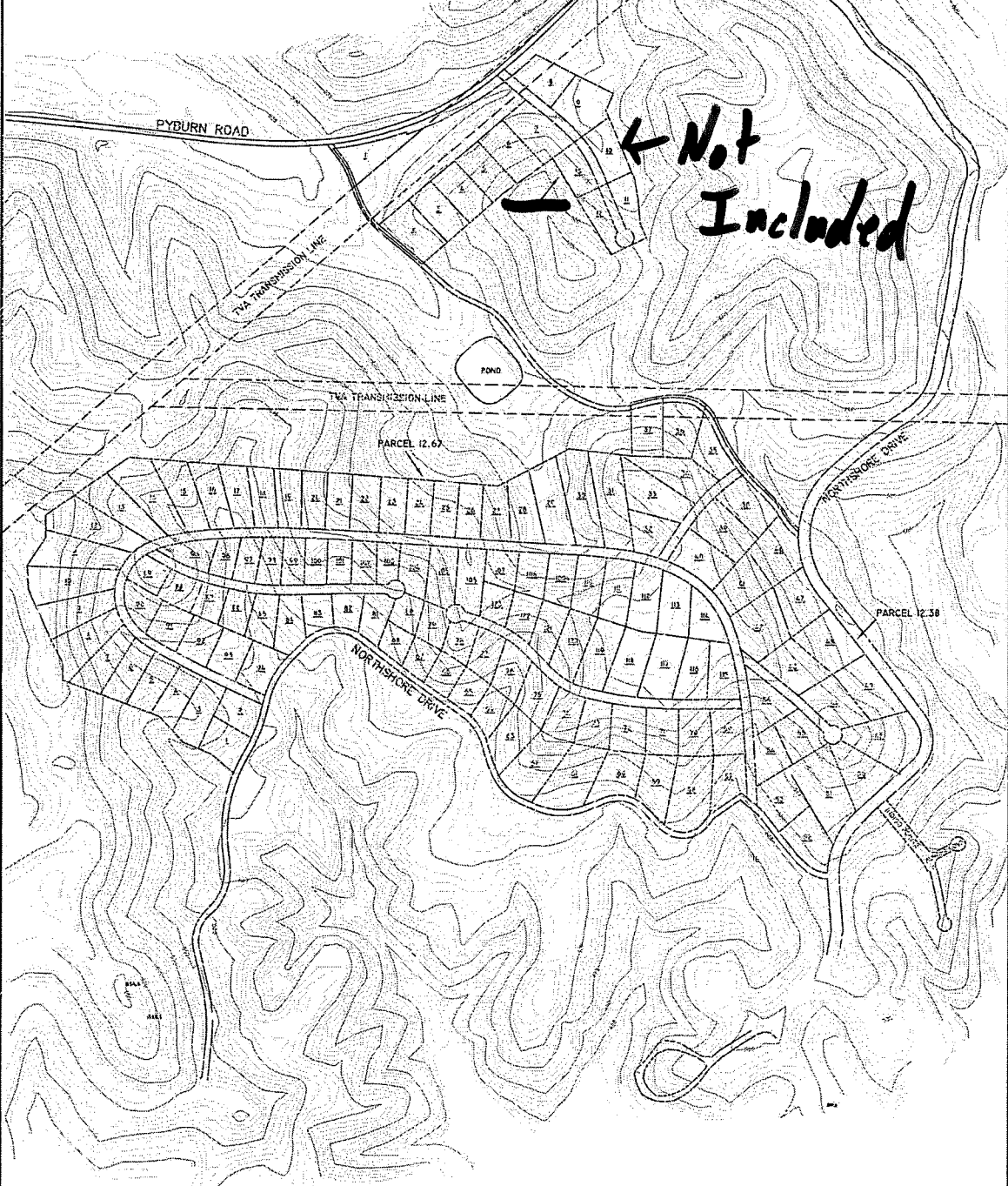
W.P.
R.W.P.
PROPERTIES

WILLIAMS
ENGINEERING
COMPANY
 345 Main Street Savannah, TN
 Ph: (731) 925-5033 Fax: (731) 925-0141

ILLUSTRATION DRAWING
R.W.P. PROPERTIES
 FIFTH CIVIL DISTRICT
 HARDIN COUNTY, TENNESSEE



PRELIMINARY DRAWING
SUBJECT TO REVISION



Scale	1" = 200'
Date	11/10/11
Sheet	1 of 1

WILLIAMS ENGINEERING COMPANY
ILLUSTRATION DRAWING
R.W.P. PROPERTIES

385 Main Street, Evansville, TN
 Ph: (615) 625-2522 Fax: (615) 625-4181

ILLUSTRATION DRAWING
R.W.P. PROPERTIES
 FIFTH CIVIL DISTRICT
 HARDIN COUNTY, TENNESSEE

Hardin (036)	Jan 1 Owner	Current Owner	NORTHSHORE DR		
Tax Year 2024 Reappraisal 2023	ANDERSON HOLLOW LLC	145 JOHN DAVENPORT DRIVE	Ctrl Map:	Group:	Parcel: PI: SI:
	145 JOHN DAVENPORT DRIVE	ROME GA 30165	137		012.67 000
	ROME GA 30165				

Value Information

Land Market Value:	\$157,000	Land Use Value:	\$32,400
Improvement Value:	\$93,200	Improvement Value:	\$93,200
Total Market Appraisal:	\$250,200	Total Use Appraisal:	\$125,600
		Assessment Percentage:	25%
		Assessment:	\$31,400

Additional Information

General Information

Class: 12 - Forest	City:
City #:	Special Service District 2: 000
Special Service District 1: 000	Neighborhood: P40
District: 05	Number of Mobile Homes: 0
Number of Buildings: 1	Utilities - Electricity: 01 - PUBLIC
Utilities - Water/Sewer: 12 - NONE / NONE	Zoning:
Utilities - Gas/Gas Type: 00 - NONE	

Commercial Building #: 1

Improvement Type:	Actual Year Built:
401 - MINI WAREHOUSE	2012
Quality:	Business Living Area:
0 - BELOW AVERAGE	3240
Foundation:	Floor System:
Roof Framing:	Roof Cover/Deck:
Cabinet/Millwork:	Floor Finish:
Interior Finish:	Paint/Decor:
Bath Tiles:	Electrical:
Shape:	Structural Frame:
Heat and AC:	Plumbing Fixtures:
Building Sketch	Interior/Exterior Areas

Outbuildings & Yard Items

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



Sale Information

Long Sale Information list on subsequent pages

Land Information

Deed Acres: 92.33 **Calculated Acres:** 92.33 **Total Land Units:** 92.33

Land Code	Soil Class	Units
62 - WOODLAND 2	P	87.72
23 - NONPROD		4.61

Type	Square Feet	Exterior Wall
401 - MINI WAREHOUSE	360	19 - PREFIN METAL CRIMPED
401 - MINI WAREHOUSE	360	19 - PREFIN METAL CRIMPED
401 - MINI WAREHOUSE	360	19 - PREFIN METAL CRIMPED
401 - MINI WAREHOUSE	360	19 - PREFIN METAL CRIMPED
401 - MINI WAREHOUSE	360	19 - PREFIN METAL CRIMPED
401 - MINI WAREHOUSE	360	19 - PREFIN METAL CRIMPED
401 - MINI WAREHOUSE	360	19 - PREFIN METAL CRIMPED
401 - MINI WAREHOUSE	360	19 - PREFIN METAL CRIMPED
401 - MINI WAREHOUSE	360	19 - PREFIN METAL CRIMPED

Commercial Features

Type	Units
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Sale Information

Sale Date	Price	Book	Page	Vacant/Improved	Type Instrument	Qualification
7/11/2018	\$0	691	891	V - VACANT	QC - QUITCLAIM DEED	-
12/8/2017	\$0	679	1	I - IMPROVED	QC - QUITCLAIM DEED	-
11/17/2017	\$0	677	676	I - IMPROVED	QC - QUITCLAIM DEED	-

5

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

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

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

**Grantee is a "Person Entitled to
Redeem." See Section 8.2**

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

**THIS DEED OF CONSERVATION EASEMENT AND DECLARATION OF
RESTRICTIVE COVENANTS** ("Easement") is made and effective as of the 26 day
of December, 2018, by **Anderson Hollow, LLC**, a Tennessee limited
liability company ("Grantor"), in favor of **Foothills Land Conservancy**, a Tennessee non-
profit corporation ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of approximately Two Hundred
and 71/100 (200.71) acres of real property, more or less, located in Hardin County,
Tennessee, which is more particularly described on **Exhibit A-1**, and shown on **Exhibit
A-2**, both of which are attached hereto and incorporated by this reference ("Property");
and

WHEREAS, Grantor certifies that the Property possesses certain ecological,
natural, scenic, open space, and wildlife habitat values, more specifically set forth below
(collectively, "Conservation Values"), of great importance to Grantor, the citizens and
residents of, and visitors to, Hardin County, Tennessee, and the people of, and visitors to,
the State of Tennessee, including visitors to the Pickwick Landing State Park and Inn,
Shiloh National Military Park, Shiloh Indian Mounds, the Tennessee River Trail and
Scenic Byway, and other parks and natural areas in and around Hardin County,
Tennessee, and which further local, state, and national goals to conserve scenery, open
space, wildlife, and wildlife habitat for the enjoyment of future generations; and

12.67

HARDIN COUNTY	BOOK #	1751
MAP 137	GH	12.01
COMM	FARM	
SPLIT	EV: MS	

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

WHEREAS, the Property has a moderate diversity of vegetation with 127 observed plant species, including thirty-eight trees and fifty-nine grasses and phorb species observed. Preserving these communities contributes to diversity in valued wildlife and ecosystem health and overall ecological resilience during fluctuating conditions; and

WHEREAS, sixteen species of birds were observed on the Property, including the wood thrush (*Hylocichla mustelina*), hooded warbler (*Setophaga citrina*), yellow-breasted chat (*Icteria virens*), scarlet tanager (*Piranga olivacea*), summer tanager (*Piranga rubra*), and northern parula (*Setophaga americana*), all of which are considered priority conservation species by the Appalachian Mountain Joint Venture. Other species are likely to be found during periods of breeding and migration including eight birds of conservation concern or protected by the Bald and Golden Eagle Protection Act; and

WHEREAS, the wood thrush is on the Partners in Flight (PIF) "D" Yellow Watch List because it has had severe declines in population, potentially highly threatened populations, and only moderately sized populations. The central premise of PIF is that public and private organization resources in the Western Hemisphere must be combined, coordinated, and increased to achieve success in conserving bird populations; and

WHEREAS, the easement will help maintain water quality for the Lower Tennessee and Middle Tennessee watersheds, both critical watersheds for freshwater species; and

WHEREAS, the Property is located within The Nature Conservancy's (TNC) Transition Hills Ecoregional Priority Area; and

WHEREAS, the World Wildlife Fund (WWF) ranks the Southeastern Mixed Forest on the Property among the top ten ecoregions in richness of amphibians, reptiles, and birds and among the top ten ecoregions in number of endemic reptiles, amphibians, butterflies, and mammals; and

WHEREAS, nearly the entire Property is within an area of land acquisition priority established by TWRA's 2017 Draft Land Acquisition Plan that includes areas of High or Very High Priority habitat, or terrestrial areas of greater climate resilience; and

WHEREAS, most of the areas on the Property are considered to be resilient; however, those that are immediately adjacent to roadways are considered vulnerable in The Nature Conservancy report on Resilient and Connected Landscapes for Terrestrial Conservation. Resilient lands are classified as those places where nature's own natural resilience is the highest due to diverse topography, bedrock, and soil, where these

climate-resilient sites are more likely to sustain native plants, animals, and natural processes into the future, and to become natural strongholds for diversity; and

WHEREAS, the Property is within the Tennessee Wildlife Resource Agency (TWRA) State Wildlife Action Plan (SWAP) designated Tennessee River Conservation Opportunity Area for the presence of Very High Priority Terrestrial Habitat, including the East Gulf Coastal Plain Interior Shortleaf Pine-Oak Forest, Old Field/Successional lands, and Cultivated Cropland, and Very Low Priority Aquatic Habitat for the presence of the Lower Anderson and Upper Anderson Branches, and Bluff Creek; and

WHEREAS, water on the Property is varied, abundant, and of good quality encompassing creeks, springs, depressions, and wetlands. These water features provide habitat for aquatic organisms, reproductive habitat for terrestrial amphibians, drinking sources for wildlife, and numerous additional benefits; and

WHEREAS, the Property harbors several areas of Prime Agricultural Soils within forested areas. Preservation of the Property will help to conserve this resource from degradation through development, natural resource extraction, or improper management; and

WHEREAS, continuity, afforded by this property and adjacent conservation easements, is an important ecological concept for sustaining habitat for plant and animal populations, and ecological communities. Habitat value is enhanced through increased habitat potential and diversity when connectivity occurs. Species can maintain better genetic diversity in larger land areas; and

WHEREAS, the Property lies within both the Mud Creek-Tennessee River and Dry Creek-Pickwick Lake watersheds, and preservation of the relatively natural forested ridges and bottoms, numerous and varied open space water features, and prime agriculture soils, will help to maintain water quality of the Tennessee River/Pickwick Lake and Kentucky Lake for scenic and recreational purposes; and

WHEREAS, with 1.9 miles of road frontage along both Northshore Drive and Pyburns Road, visibility from Point Grand Drive and Pickwick Lake, and its location across the Lake from Pickwick Landing State Park, the Property conserves a large piece of open space forest and water features in an area highly regarded for its biotic diversity; and

WHEREAS, located between Huntsville, Memphis, and Nashville, the Property will be appreciated by the many visitors to the area drawn by state parks, access to hunting, camping, hiking, water recreation, and the presence of natural lands with night sky views buffered from light pollution;

WHEREAS, the preservation of the water resources and scenic attributes of the undeveloped property will add significantly to the enjoyment of travelers to and residents

in these areas and merits preservation through a conservation easement as it supports continued tourism in the region; and

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

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

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

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

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

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

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

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

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

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

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

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except in cases where Grantee determines that immediate entry is required in order to prevent, terminate, or mitigate a violation of this Easement, or where entry is required to inspect the Property if a violation of the terms of this Easement is alleged or believed to have occurred, such entry shall be on prior reasonable notice to Grantor, and Grantee shall use reasonable efforts so as to not unreasonably interfere with Grantor's use and enjoyment of the Property;

- (c) To prevent any activity on or use of the Property that is inconsistent with the Conservation Purposes of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to the remedies set forth herein, which are non-exclusive, any other remedy at law or in equity being equally available to Grantee;
 - (d) To use whatever technology or technological devices might be available from time to time to monitor and accomplish the purposes of this Easement, including, without limitation, still photography; audio and video recording and monitoring; aerial imaging, including, without limitation, still, audio, and video recording, archived, and real-time, the use of drones; and any other aid in monitoring which may yet be invented, discovered, or made available, all of which are intended to be used for the purpose of assuring compliance by Grantor with the provisions of this Easement;
 - (e) To require the implementation of varying management practices for different areas of the Property to the extent necessary or reasonable, in Grantee's sole discretion, for the preservation of the Conservation Values of the Property, and for the enforcement of the Conservation Purposes of this Easement; and
 - (f) To engage consultants, agents, and other third parties to assist Grantee in carrying out the rights of Grantee provided in this Easement, including, without limitation, the right on the part of such consultants, agents, and other third parties to go on the Property as required or permitted by this Easement.
- 3. Prohibited Uses.** Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:
- 3.1 Subdivision.** The Property may not be divided, partitioned, or subdivided. The terms "Subdivided" and "Subdivision" shall include a long-term lease or other use of the Property that creates the characteristics of a subdivision of the Property as determined in the sole discretion of Grantee;

- 3.2 Commercial Development.** Any commercial or industrial use or development of the Property or on the Property;
- 3.3 Topography.** The filling, excavating, dredging, surface mining, deep mining, drilling, or any removal of topsoil, sand, gravel, shale, rock, peat, minerals, or other materials, on or from the Property. To the extent Grantor owns the mineral rights with respect to the Property, also prohibited is the exploration for, or development and extraction of, minerals and hydrocarbons by any method whatsoever including, without limitation, mining or extraction from a site or location off the Property. With the prior express written consent of Grantee, minimal filling, excavating, and dredging shall be permitted as may be necessary for creekfront and waterfront stabilization, wildlife habitat rehabilitation, grading and/or rerouting roads and travelways to the extent doing so enhances and/or further protects the Conservation Values of the Property, and rehabilitation and pond maintenance as may be provided in **Section 4** of this Easement. No surface mining of any kind shall be permitted; all surface mining is strictly prohibited;
- 3.4 Dumping; Underground Tanks.** The storage or dumping of trash, garbage, or other unsightly or offensive material, hazardous substance, or toxic waste, or any placement of above ground or underground storage tanks in, on, or under the Property, other than water tanks used for the purpose of establishing a water reserve for fire-fighting purposes, which is subject to review and approval of Grantee pursuant to the provisions of this Easement, so long as the area disturbed for such permitted placement is revegetated and restored to its natural condition promptly after completion of the work. There shall be no changing of the topography through the disposal of soil, spoil, or other substance or material such as landfill or dredging spoils, nor shall activities that could cause erosion or siltation on the Property be conducted on the Property or on any adjacent property, if owned by Grantor;
- 3.5 Construction.** The placement or construction of any buildings, structures, communication towers, or antennae, and related facilities, or other improvements of any kind, other than as may be described in **Section 4** of this Easement;
- 3.6 Access.** Access by the public at large, except with the express permission of Grantor or pursuant to a written agreement with an agency of the State of Tennessee (approved by Grantee) so long as (a) the provisions of such agreement do not compromise, in Grantee's sole discretion, the Conservation Values of the Property or the Conservation Purposes of this Easement, and (b) any such agreement is approved, in advance, by Grantee pursuant to the provisions of this Easement;

- 3.7 Hunting.** Hunting on or from the Property, except by permission of Grantor. This may in no way be interpreted to support any activity resembling a commercial hunting preserve;
- 3.8 Motorized Vehicle Use.** No All Terrain Vehicles or similar self-powered vehicles are allowed on the Property except as used by Grantor and/or Grantee, and then only for the purpose of maintaining and monitoring the Property;
- 3.9 Signs.** The placement of any commercial signs or billboards on the Property except those small, relatively unobtrusive signs, the placement, number, and design of which do not diminish the scenic character of the Property, may be displayed to state the name and address of the Property and the names of persons living on the Property, to advertise the Property for sale or rent, to post the Property to control unauthorized entry, to provide notice that the Property is protected property, to identify Grantee as the holder of an interest in the Property, to identify a significant distinction of the Property, such as a Century Farm or National Register of Historic Places, or as may be required by the pre-existing uses of the Property;
- 3.10 Introduced Species.** The intentional introduction of any exotic or invasive plant or animal species on the Property;
- 3.11 Surface Water; Ground Water.** The pollution, contamination, or alteration of surface water, natural water courses, lakes, ponds, marshes, ground or subsurface water, or any water on or near the Property, except such alteration as may be described in **Section 4** of this Easement, or as may be legally permitted for irrigation or for use in ponds. No ground or surface water from the Property shall be removed, collected, impounded, stored, transported, diverted, or otherwise used for any purpose or use outside the boundaries of the Property without the prior express written consent of Grantee, which consent may be granted or withheld in Grantee's sole discretion;
- 3.12 Timber.** The cutting of any trees other than pursuant to a forest management plan approved by Grantee, and in accordance with both the Grantee Guidelines (as defined below) and the BMPs (as defined below), all as more particularly described in **Section 4** of this Easement; provided, however, the cutting down or removal of dead, diseased, or storm-damaged trees that may pose a threat to life or property on the Property, trees to be removed for wildfire control purposes as determined by the Tennessee Division of Forestry, or that may be required in order to maintain views, or for use by Grantor as personal firewood, shall be permitted; provided

further, however, the provisions of this **Section 3.12** shall not be used or allowed for the purpose of avoiding compliance with the Forest Management provisions set forth in **Section 4** of this Easement. The allowances in this **Section 3.12** are intended to be minimal in scope;

- 3.13 Management Areas.** While the entire Property is subject to management for the preservation of the Conservation Values of the Property, because of varying conditions of the Property, there are variations of management techniques for different areas of the Property. There shall be no timber cutting, timber harvesting, clearing or removal of vegetation, clearing or removal of leaf litter or other natural detritus, or any other activity that may have an adverse impact on the Conservation Values of the Property or the Conservation Purposes of this Easement in any area identified and designated by Grantee, either at the time of the conveyance of this Easement, or any time in the future, as a "Management Area B." Such areas include, but are not limited to, areas with significant Conservation Values with respect to relatively natural habitat for fish, wildlife, or plants or similar ecosystems and include, with or without specific designation by Grantee, any area within 100 feet, or such other distance as may be required by (a) the Grantee Guidelines or (b) the specific terrain, of any cave, cave opening, or cave entrance; wetlands; any area evidencing aquatic or wetland-based plant species; creeks; streams; and blue-line streams; provided, however, in the event Grantee makes a written determination that certain forest management or other activities within a Management Area B would enhance the Conservation Values of the Property or would further protect the Conservation Purposes of this Easement, subject to any and all Grantee requirements, such forest management or other activities, as outlined in writing by Grantee, may be permitted within a Management Area B; provided further, however, any use of the Property that is actually taking place within a Management Area B as of the date of this Easement and is (i) disclosed to Grantee by Grantor, or (ii) known by Grantee prior to the date of this Easement ("Prior Use"), shall be permitted to continue so long as such Prior Use is not changed, altered, modified, expanded, or in any other way varied so as to have an adverse impact on the Conservation Values of the Property or the Conservation Purposes of this Easement;
- 3.14 Density.** No portion of the Property may be used to satisfy land area requirements for other property not subject to this Conservation Easement for purposes of calculating building density, lot coverage, or open space pursuant to otherwise applicable federal, state, and local laws, rules, regulations, ordinances, or requirements controlling land use. No development rights that have been encumbered or extinguished by the Easement may be transferred or applied to any other property; and

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

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

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

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

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

4.3 Public Park. The right to designate the Property, or specific portions thereof, as a public nature park or refuge for low impact activities such as hiking and nature study subject to the prior, written approval of Grantee,

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and further subject to a written agreement with an agency of the State of Tennessee (approved by Grantee), so long as the provisions of such agreement do not compromise the Conservation Values of the Property or the Conservation Purposes of this Easement as determined in the sole discretion of Grantee;

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

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

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

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

4.5 Agricultural/Accessory Structures. The right to build one accessory structure, such as a barn or shed, within each Homesite area; provided, however, no accessory structure built or to be built within a Homesite area described in **Section 4.4** of this Easement, shall be used as a living or

dwelling site. No such structure shall have a sewer connection, septic system, or other wastewater disposal system. The specific location and size of all such structures, which is subject to the express, written approval of Grantee, shall not adversely impact the Conservation Values of the Property nor the Conservation Purposes of this Easement in the sole discretion of Grantee;

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

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

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

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

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

- (v) the terms, conditions, and provisions of this Easement;
- (vi) specific guidelines adopted by Grantee's Board of Directors, a copy of which was provided prior to the execution and

delivery of this Easement ("Grantee Guidelines"), which may be amended from time-to-time, and which, to the extent they are inconsistent with BMPs (as defined below), shall control;

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

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

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

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

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

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

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

- (b) **Timber Sale Contract.** No timber harvesting activities shall take place on the Property other than pursuant to the terms and conditions of the Contract between Grantor and the timber purchaser, which must be approved, in advance, by Grantee.

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Grantor must provide Grantee with a proposed Contract no less than ninety (90) days prior to any timber harvesting activities, setting forth, at a minimum, the following:

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

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

(30) days after Grantee's approval of the Plan, the Contract, and the Road Plan;

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

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

There shall be no timber cutting or other forestry activities in any area identified and designated by Grantee, either at the time of the

conveyance of this Easement or at any time in the future, as a Management Area B. Such areas include, but are not limited to, areas with significant Conservation Values with respect to relatively natural habitat for fish, wildlife, or plants or similar ecosystems and include, with or without specific designation by Grantee, any area within 100 feet, or such other distance as may be required by (a) the Grantee Guidelines or (b) the specific terrain, of any cave, cave opening, or cave entrance; wetlands; any area evidencing aquatic or wetland-based plant species; creeks; streams; and blue-line streams; provided, however, in the event Grantee makes a written determination that certain forest management or other activities within a Management Area B would enhance the Conservation Values of the Property or would further protect the Conservation Purposes of this Easement, subject to any and all Grantee requirements, such forest management or other activities, as outlined in writing by Grantee, may be permitted within a Management Area B;

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

Reference is made to **Section 2** of this Easement and Grantee's entry and monitoring rights as set forth therein;

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

interest in the Property is subject to and consistent with the provisions of this Easement, and does not constitute an impermissible subdivision of the Property, and further provided the use contemplated by such lease or other interest in the Property does not adversely impact the Conservation Values of the Property or the Conservation Purposes of this Easement; and

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

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

No Reserved Right, or any other right described in **Section 4** of this Easement, may be exercised unless and until Grantee is satisfied that the exercise of such

right in the manner proposed by Grantor can be undertaken without an adverse impact on the Conservation Purposes of this Easement, the Conservation Values of the Property, or other significant ecological values of the Property. The procedure set forth herein is established for the purpose of making that determination. Grantor hereby waives, for Grantor and Grantor's heirs, executors, successors, and assigns, to the fullest extent allowed by law, any and all right to seek or recover damages from Grantee in any litigation or other legal action arising from a dispute over Grantee's exercise of its rights, obligations, or interpretations under this **Section 4** or any other Section of this Easement, and Grantor agrees that the sole remedy or legal right to seek redress arising from any adverse decision of Grantee shall be to seek a declaratory judgment or other legal declaration by a Court of Competent Jurisdiction (defined below) as to the rights of Grantor hereunder. Grantor and Grantee agree that it is their intent that the rights reserved by Grantor in this Easement conform to the requirements of 26 C.F.R. Section 1.170A-14, and any rights so reserved by Grantor shall be limited to the extent such rights do not conform with 26 C.F.R. Section 1.170A-14. Grantor may not exercise any of its rights reserved under this Easement, including those rights reserved in this **Section 4**, in such a manner that may adversely impact the Conservation Values of the Property or the Conservation Purposes of this Easement. Notwithstanding any other provision of this Easement, Grantor shall notify Grantee, in writing, before exercising any of Grantor's reserved rights under **Section 4** of this Easement that may have an adverse impact on the Conservation Values of the Property or the Conservation Purposes of this Easement. If Grantee determines, in Grantee's sole discretion, that any specific exercise by Grantor of any of its reserved rights under this Easement may have an adverse impact on the Conservation Values of the Property or the Conservation Purposes of this Easement, Grantee may withhold its approval of such action.

5. Notice and Approval.

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

5.2 Grantee's Approval. Grantee shall grant or withhold its approval in writing within thirty (30) days of actual receipt of Grantor's written request therefor. Grantee's approval may be withheld on a determination by Grantee that the action as proposed would be inconsistent with the terms, conditions, and purposes of this Easement, would be inconsistent with the restrictions set forth in this Easement, would adversely impact the Conservation Values of the Property, would adversely impact the Conservation Purposes of this Easement, or would adversely impact any other significant ecological values of the Property. In the event Grantee has not replied in writing to Grantor's request within such thirty (30) day period (or such other applicable time period as may be expressly required hereunder), Grantor's request will be deemed denied.

6. Grantee's Remedies.

6.1 Notice of Violation; Corrective Action. If Grantee determines that a violation of the terms of this Easement has occurred or is threatened, Grantee shall give written notice of such violation to Grantor and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan to which Grantor and Grantee have agreed in writing. In the event Grantor and Grantee, both operating in good faith, cannot agree to such plan, another organization that is qualified pursuant to Section 170(h) of the Internal Revenue Code and 26 C.F.R. Section 1.170A-14 to acquire and hold conservation easements, which organization holds at least 20 (or some substantially significant number) conservation easements in the same general area as Grantee, shall prepare the plan of restoration, at Grantor's sole cost and expense.

6.2 Injunctive Relief. If Grantor fails to cure the violation within sixty (60) calendar days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, if Grantor fails to begin curing such violation within the sixty (60) day period, or if Grantor fails to diligently pursue the cure to completion, in addition to exercising any other remedy set forth in this Easement, Grantee may bring an action at law or in equity in a Court of Competent Jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte*, as necessary, by temporary restraining order, temporary or permanent injunction, and/or, in Grantee's discretion, to require the restoration of the Property to its condition at the time of the donation of this Easement as set forth in 26 C.F.R. Section 1.170A-14(g)(5)(ii). The parties agree that any bond to be posted by Grantee in pursuit of such a remedy shall be no more than Five Hundred Dollars (\$500).

- 6.3 Damages.** If there is a violation of any of the provisions of this Easement, Grantee shall notify Grantor by written instrument, and Grantor shall promptly cure the violation by (a) ceasing the activity giving rise to the violation, (b) restoring the Property to its condition before the violation, or (c) both, as the case may be. Grantee shall have the right, but not the obligation, to pursue legal actions or proceedings at law and/or in equity to enforce the terms of this Easement including, without limitation, the protection of the Conservation Values of the Property and the Conservation Purposes of this Easement, including the right to cause such violation to be cured, and if a Court of Competent Jurisdiction determines that a violation has occurred hereunder, the then-current owner of the Property shall reimburse Grantee, as applicable, for all reasonable expenses incurred, including legal fees and attorney fees, whether in or out of court, and the cost of legal proceedings brought to cure the violation or to collect such reimbursement. Additionally, if Grantor violates this Easement in such a manner as to cause damage to, extract, or remove any trees, mineral resources, pond, wetland, stream, or other natural resource protected by this Easement, including a violation resulting from failure to obtain Grantee's approval, Grantee shall be entitled to payment of damages in the amount of the value of the protected natural resource in addition to all other remedies and damages set forth herein. Grantee may seek payment and recovery of such damages by any means available. The value of the protected natural resource shall be established as the greater of (y) the market value of the resource or (z) the cost of immediate restoration of the Property and all resources to their condition prior to the violation. If such immediate restoration is not reasonably possible, then the market value of the resource shall be the amount of damages. If the resource does not have readily determinable market value, then the amount of damages shall be the amount which a Court of Competent Jurisdiction may determine, taking into account the importance of the resource to the fulfillment of the Conservation Purposes of this Easement.
- 6.4 Emergency Enforcement.** If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property or the Conservation Purposes of this Easement, Grantee may pursue its remedies under this **Section 6** without prior notice to Grantor or without waiting for the expiration of any cure period.
- 6.5 Scope of Relief.** Grantee's rights under this **Section 6** apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are, or may be, inadequate and that Grantee shall be entitled to the injunctive relief described in **Section 6.2** of this Easement, both prohibitive and mandatory, in addition to such other relief

to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this **Section 6** shall be cumulative and shall be in addition to all remedies now or hereafter existing at law, in equity, or as may be set forth in this Easement.

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

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

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

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

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

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

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To the extent any such lien is recorded or asserted against the Property, Grantor shall have such lien discharged and/or released, in full, within thirty (30) calendar days of the assertion of such lien.

- 8.2 Taxes.** Each owner of any portion of the fee interest Property shall pay all taxes and assessments lawfully assessed against such portion of the Property owned by such owner, and shall provide to Grantee receipted tax bills or other evidence satisfactory to Grantee within thirty (30) days of any written request therefor. Grantee shall have the right to pay any lawful taxes and assessments in order to prevent a "delinquent tax sale" or other lien foreclosure of the Property or any portion thereof, and the entire amount paid by Grantee, together with all costs and expenses, fines, interest, and penalties, including reasonable attorney fees, shall be immediately due and payable to Grantee by Grantor, and shall bear interest at the then-applicable rate of interest for judgments in Tennessee, currently set at 10%, until fully paid. In the event the Property, or any portion thereof, is sold at a delinquent tax sale, Grantee shall have all redemption rights provided in the Tennessee Code Annotated to a fee simple owner of the Property, as if Grantee were the fee simple owner of the Property; Grantee shall be considered a "Person Entitled to Redeem" as that term is defined in Tennessee Code Annotated Section 67-5-2701, et seq.
- 8.3 Availability or Amount of Tax Benefits.** Neither Grantee nor any of Grantee's officers, directors, employees, agents, or counsel makes any assertion, warranty, representation, claim, or other assurance, or provides any advice regarding the availability, amount, or effect of any deduction, credit, or other benefit to Grantor or any other person or entity to be derived from the donation of this Easement or other transaction associated with the donation of this Easement pursuant to any federal, state, local, or other tax law. This donation is not conditioned on the availability or amount of any such deduction, credit, or other benefit. Neither Grantee nor any of Grantee's officers, directors, employees, agents, or counsel makes any assertion, warranty, representation, or other assurance, or provides any advice regarding the value of this Easement or of the Property. As to all of the foregoing, Grantor acknowledges that Grantor is relying on Grantor's own legal counsel, accountant, financial advisor, appraiser, tax, or other consultant, and not on Grantee or any legal counsel, accountant, financial advisor, appraiser, or other consultant, employee, or agent of or counsel to Grantee. In the event of any audit or other inquiry of a governmental authority into the impact of this donation on the taxation or financial affairs of Grantor or Grantor's successors, assigns, or affiliates or any other similar matter, then Grantee shall be reimbursed and indemnified by Grantor for any cost or expense of any kind or nature whatsoever, including attorney fees, incurred by Grantee in responding or replying thereto, or participating therein.

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

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

- Photographs of current site conditions on the Property.

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

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

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

9. Extinguishment and Condemnation.

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

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

- 9.2 Proceeds.** The Conservation Easement constitutes a real property interest ("Interest") immediately vested in Grantee. For the purposes of this paragraph, and pursuant to Treasury Regulation § 1.170A-14(g)(6)(ii), Grantor and Grantee stipulate that this Interest shall have a fair market value that is equal to the proportionate value that the Conservation Easement at the time of the grant of the Conservation Easement bears to the value of the Property as a whole at the time of the grant of the Conservation Easement. For the purposes of this paragraph, the ratio of the value of the Conservation Easement to the value of the Property as a whole shall remain constant. It is intended that this paragraph be interpreted to adhere to and be consistent with Treasury Regulation § 1.170A-14(g)(6)(ii).
- 9.3 Condemnation.** If the Conservation Easement is taken, in whole or in part, by exercise of the power of eminent domain, the amount of the proceeds to which Grantee shall be entitled shall be determined by multiplying the total amount recovered as a result of the condemnation by the ratio set forth in **Section 9.2**, above, unless Tennessee law provides that Grantor is entitled to the full amount of the proceeds resulting from the condemnation without regard to the terms of this Easement.
- 9.4 Application of Proceeds.** Grantee shall use any proceeds received under the circumstances described in this **Section 9** in a manner consistent with the Conservation Purposes of this Easement.
- 10. Assignment.** This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization, and an eligible donee, at the time of transfer pursuant to Section 170(h) of the Internal Revenue Code and 26 C.F.R. Section 1.170A-14 (or any successor provision then applicable), and authorized to acquire and hold conservation easements pursuant to the Tennessee Conservation Easement Act of 1981, Tennessee Code Annotated Section 66-9-301 et seq., or any successor provision then applicable or the laws of the United States. As a condition of such transfer, Grantee shall require that the Conservation Purposes that this Easement is intended to advance continue to be carried out, and the transferee has a commitment to protect the Conservation Purposes and the resources to enforce

this Easement. Grantee agrees to give written notice to Grantor of any assignment at least one hundred and twenty (120) days prior to the date of such assignment, unless the circumstances of such assignment are such that the 120-day notice is not possible or practical. Any transfer by Grantee, or any successor to Grantee, of all or any portion of this Easement shall not operate to extinguish this Easement. Any subsequent transfer of this Easement by a successor to Grantee shall also be subject to the provisions of this **Section 10**.

11. Successor Grantee. If, at any time, Grantee shall be unwilling or unable to continue as grantee hereunder, including, but not limited to, if Grantee ceases to exist or to be a qualified organization pursuant to Section 170(h) of the Internal Revenue Code and 26 C.F.R. Section 1.170A-14, or to be authorized to acquire and hold conservation easements pursuant to the Tennessee Conservation Easement Act of 1981, Tennessee Code Annotated Section 66-9-301 et seq., then Grantor and Grantee shall mutually agree on a qualified successor to Grantee, which must be a qualified organization, and an eligible donee, at the time of transfer pursuant to Section 170(h) of the Internal Revenue Code and 26 C.F.R. Section 1.170A-14 (or any successor provision then applicable), and authorized to acquire and hold conservation easements pursuant to the Tennessee Conservation Easement Act of 1981, Tennessee Code Annotated Section 66-9-301 et seq., or any successor provision then applicable or the laws of the United States, and if Grantor and Grantee cannot agree on a qualified successor to Grantee, the rights and obligations under this Easement shall vest in such organization as a Court of Competent Jurisdiction shall direct, pursuant to applicable Tennessee law and consistent with the requirements for an assignment pursuant to **Section 10** of this Easement.

12. Subsequent Transfers.

12.1 Incorporation of Easement. Grantor agrees to incorporate the terms of this Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest.

12.2 Notice; Subordination of Subsequent Encumbrances. Grantor agrees to give written notice to Grantee of the transfer of any interest in the Property at least thirty (30) calendar days prior to the date of such transfer. Any mortgagee must subordinate its rights in the Property to Grantee to enforce the Conservation Purposes of this Easement.

12.3 Successors Bound. Any and all successors to Grantor's interest in the Property shall be bound by the provisions of this Easement.

12.4 Transfer Payment. In consideration of the perpetual obligations assumed by Grantee in this Easement, the costs and expenses of which are

unpredictable, including, but not limited to, the obligation to travel to and inspect the Property at least annually for compliance with the terms of this Easement, communicate with present and future owners, respond to questions and other matters, and maintain financial resources for the enforcement of compliance when necessary in fulfillment of Grantee's obligation to be a Qualified Organization pursuant to 26 C.F.R. §1.170A-14(c)(1), and in consideration of Grantor's desire to support Grantee in its charitable mission with respect to the Property and other properties in which Grantee may have accepted conservation easement restrictions, Grantor agrees for itself, its heirs, successors, and assigns, that there shall be paid to Grantee the Transfer Payment (defined below) at the time of each Qualifying Transfer (defined below) in the manner set forth in this **Section 12.4**.

- (a) The "Transfer Payment" amount shall be a sum equal to one percent (1.0%) of the Purchase Price (defined below) of the Property, or any portion or part thereof, including, without limitation, the improvements on the Property;
- (b) "Qualifying Transfer" shall mean the conveyance of legal title to the Property, or any portion or part thereof, including, without limitation, the improvements on the Property; provided, however, a Qualifying Transfer shall not include the first transfer following the recordation of this Easement;
- (c) The "Purchase Price" shall be the sum of the following given as consideration for a Qualifying Transfer: (a) payment of money, (b) the value of any real property or personal property (tangible or intangible) or other tangible consideration, (c) the amount of any purchase money indebtedness, and (d) the amount of any assumed indebtedness. Grantor shall be obligated to provide to Grantee a true and correct copy of the agreement of sale pertaining to the Qualifying Transfer, the settlement statement or closing statement, and/or other documents verifying the Purchase Price to the reasonable satisfaction of Grantee;
- (d) In the event of a Qualifying Transfer in which all or part of the consideration is in the form of real or personal property rather than the payment of money, purchase money indebtedness, or assumption of indebtedness, the Purchase Price shall include an amount equal to the fair market value of such real or personal property given in consideration or as partial consideration for the Qualifying Transfer as determined by a qualified appraiser approved by Grantee in its reasonable discretion. Appraisals used in the valuation of real or personal property as a component of the

Purchase Price shall be based on the guidelines and ethical standards of the Appraisal Institute, as then in effect, for the type of property involved. Grantor and Grantee may, however, if they so elect in their discretion, without obligation to do so, accept an alternate method of establishing the value of such real or personal property, including by contemporaneous agreement;

- (e) The amount of the Purchase Price shall not include that portion of a Qualifying Transfer that is a gift, devise, bequest, or other transfer not involving consideration by the payment of money, transfer of real or personal property, purchase money indebtedness, or assumption of indebtedness;
- (f) The Transfer Payment shall not be applicable to a Qualifying Transfer into a corporation, limited liability company, or general or limited partnership in which Grantor receives all of the shares or interests of the transferee entity as consideration and receives no other consideration;
- (g) The obligation for payment of the Transfer Payment shall be binding on Grantor in the Qualifying Transfer and on the purchaser or grantee that is the transferee in the Qualifying Transfer, all of whom shall be jointly and severally liable for the payment of the Transfer Payment, and also shall be binding on their respective heirs, successors, and assigns, and shall run with the land and constitute a lien on the Property until paid;
- (h) The Transfer Payment shall be paid to Grantee at or before the time of transfer of legal title. The amount of any Transfer Payment not paid by the time required herein shall (a) accrue interest payable to Grantee at the then-applicable rate of interest for judgments in Tennessee, currently set at 10%, until fully paid, and (b) constitute, together with accrued interest, to the extent permitted by law, a lien on the Property in favor of Grantee until fully paid, provided that such lien shall not be superior to any purchase money mortgage or deed of trust that was executed, recorded, and otherwise validly established against the Property prior to the date of the Qualifying Transfer;
- (i) Grantor shall be liable, and Grantor agrees to reimburse Grantee for, all reasonable attorney fees and other costs and expenses of collection incurred by Grantee in the enforcement of the provisions of this **Section 12.4**. This obligation is binding on Grantor, its heirs, successors, and assigns;

- (j) Neither the validity of this **Section 12.4** nor compliance with or enforcement of this **Section 12.4** shall have any bearing or effect whatsoever on the validity and/or enforceability of any other provision of this Easement; and
- (k) In the event Grantee or any entity related to or affiliated with Grantee ever holds fee simple title to the Property, the provisions of this **Section 12.4** shall not apply to any transfer by Grantee or any entity related to or affiliated with Grantee.

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

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

To Grantor: Anderson Hollow, LLC
 15 Professional Court
 Rome, Georgia 30165
 Attn: A. Kyle Carney

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

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

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

16. General Provisions.

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

- 16.2 Liberal Construction.** Notwithstanding the general rules of construction of documents, this Easement shall be liberally construed in favor of the grant to effect the purposes of this Easement and the policy and purpose of Tennessee Conservation Easement Act of 1981, Tennessee Code Annotated Section 66-9-301 et seq. ("Tennessee Act"), and to qualify as a qualified conservation contribution pursuant to 26 U.S.C. Section 170(h) and the regulations applicable thereto ("U.S. Act"). The Tennessee Act and the U.S. Act are sometimes referred to herein collectively as the "Acts." If any provision of this instrument is found to be ambiguous, it shall be interpreted in such a manner as to protect the Conservation Values of the Property and the Conservation Purposes of this Easement, and to comply with and be consistent with the Acts. Further, if any provision of this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid, to the extent such interpretation will have the effect of protecting the Conservation Values of the Property and the Conservation Purposes of this Easement. Neither party shall be deemed to have drafted this Easement for purposes of the general rules of construction of documents. This Easement is made pursuant to and in conformance with the Acts, but the invalidity of either of the Acts or any part thereof shall not impact the validity and enforceability of this Easement according to its terms, it being the intent of the parties to agree and to bind themselves, their heirs, executors, successors, and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law, or private agreement in existence either now or hereafter.
- 16.3 Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remaining provisions of this Easement, or the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby, and shall remain in full force and effect.
- 16.4 No Authorized Violation of Law.** Nothing contained in this Easement shall be interpreted to authorize or permit Grantor to violate any federal, state, or local law, rule, regulation, ordinance, or requirement. In the event of any conflict between any such law, rule, regulation, ordinance, or requirement and the terms of this instrument, Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Easement and such law, rule, regulation, ordinance, or requirement.
- 16.5 Possible Grantee Default.** To the extent that any action taken by Grantee pursuant to this Easement gives rise to a claim of breach of contract, and to

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

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

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

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

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

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

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

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

Signature Pages Follow

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Grantor Signature Page

GRANTOR:

Anderson Hollow, LLC

By: Blackland Group, LLC
Its: Manager

Blackland Group, LLC

By: [Signature]
Michael W. Mathis, Manager
A. Kyle Carney

STATE OF Georgia

COUNTY OF Floyd

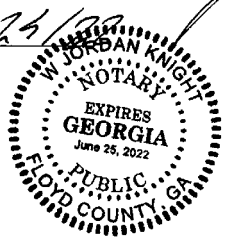
A. Kyle Carney

Before me, the undersigned, a notary public of the state and county aforesaid, personally appeared ~~Michael W. Mathis~~, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged himself to be the Manager/Authorized Signatory of **Blackland Group, LLC**, a Georgia limited liability company, the Manager/Authorized Signatory of **Anderson Hollow, LLC**, a Tennessee limited liability company, the within named bargainer, and that he as such Manager/Authorized Signatory executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Manager/Authorized Signatory.

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

[Signature]
Notary Public

My commission expires: 6/25/22



Grantee Signature Page

GRANTEE:

Foothills Land Conservancy

By: W.C. Clabough
William C. Clabough
Executive Director

STATE OF TENNESSEE

COUNTY OF Blount

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

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

[Signature]
Notary Public

My Commission Expires: 9/27/22

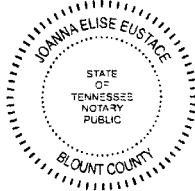


EXHIBIT A-1

**Anderson Hollow, LLC
Property Description**

The Property consists of six (6) tracts derived from two (2) deeds as follows:

SITUATE in the Fifth (5th) Civil District of Hardin County, Tennessee, and being more particularly described as follows:

Tract 1:

BEGINNING at an iron pin set in the south right-of-way of the Pyburn Road, the same being the northwest corner of a survey of the western portion of the Points of Pickwick, a plat or plan of same being of record in Plat Cabinet No. 5, Slide No. 64-A, the subject of a survey conducted by Williams Engineering Co, Inc. in February of 1998 and the most northerly northeast corner of this tract, the eastern portion of the RWP Properties property, a partnership composed of J. Gilbert Parrish, Jr. and wife, Robin W. Parrish described in Record Book No. 501, Page No. 739 in the Register's Office of Hardin County, Tennessee; runs thence South 24 degrees 30 minutes 15 seconds East with the west boundary of said plat and survey, 112.22 feet to an iron pin set; thence South 8 degrees 25 minutes 30 seconds East, 327.55 feet to an iron pin set; thence South 18 degrees 48 minutes 43 seconds East, 171.44 feet to a 14 inch pine; thence South 47 degrees 58 minutes 42 seconds East, 313.09 feet to an iron pin set; thence South 37 degrees 10 minutes 00 seconds East, 257.89 feet to a 3 inch beech; thence South 78 degrees 05 minutes 26 seconds East, 112.01 feet to a 16 inch chestnut oak; thence South 69 degrees 03 minutes 01 seconds East, 251.90 feet to a 6 inch chestnut oak; thence South 66 degrees 11 minutes 06 seconds East, 105.51 feet to an iron pin set; thence South 66 degrees 11 minutes 06 seconds East, 40.76 feet to an iron pin set; thence South 66 degrees 11 minutes 06 seconds East, 56.00 feet to a 3 inch hickory; thence South 36 degrees 48 minutes 20 seconds East, 93.31 feet to an iron pin set; thence South 3 degrees 30 minutes 38 seconds East, 273.03 feet to a 6 inch hickory; thence South 16 degrees 56 minutes 37 seconds West, 141.13 feet to a 15 inch beech; thence South 6 degrees 26 minutes 43 seconds East, 228.66 feet to a 10 inch white oak; thence South 19 degrees 18 minutes 36 seconds West, 206.38 feet to a iron pin set in the north side of a TVA powerline easement; runs thence South 11 degrees 28 minutes 05 seconds West, 152.45 feet to an iron pin set in the south side of the TVA power-line easement; runs thence South 11 degrees 28 minutes 05 seconds West, 380.72 feet to a 6 inch red oak; thence South 0 degrees 02 minutes 37 seconds East, 137.32 feet to a TVA angle iron; thence South 7 degrees 22 minutes 10 seconds East, 129.43 feet to a 3 inch hickory; thence South 19 degrees 06 minutes 16 seconds East, 211.51 feet to a 3 inch white oak; thence South 8 degrees 37 minutes 00 seconds

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East, 135.29 feet to a 5 inch hickory; thence South 5 degrees 21 minutes 17 seconds West, 414.88 feet to a 12 inch white oak; thence South 10 degrees 22 minutes 15 seconds East, 185.03 feet to an iron pin set; thence South 72 degrees 54 minutes 18 seconds West, 119.88 feet to an iron pin set; thence North 26 degrees 03 minutes 52 seconds West, 150.00 feet to an iron pin set; thence South 62 degrees 30 minutes 56 seconds West, 225.54 feet to an iron pin set; thence South 85 degrees 06 minutes 57 seconds West, 191.78 feet to a 4 inch hickory; thence North 64 degrees 40 minutes 04 seconds West, 99.36 feet to a 10 inch white oak; thence North 84 degrees 49 minutes 50 seconds West, 101.62 feet to an iron pin set; thence South 33 degrees 33 minutes 58 seconds West, 169.80 feet to a 10 inch white oak; thence South 21 degrees 51 minutes 16 seconds East, 120.75 feet to a 10 inch white oak; thence South 69 degrees 17 minutes 20 seconds East, 195.38 feet to an iron pin set; thence South 72 degrees 45 minutes 20 seconds East, 252.12 feet to an iron pin set; thence North 60 degrees 24 minutes 53 seconds East, 462.57 feet to an iron pin set; thence North 65 degrees 13 minutes 17 seconds East, passing an iron pin set at 30.73 feet, a total of 78.20 feet to an iron pin set; runs thence South 34 degrees 00 minutes 40 seconds East, 189.14 feet to an iron pin set; thence South 46 degrees 44 minutes 29 seconds West, 83.26 feet to an 8 inch red oak; thence South 46 degrees 53 minutes 11 seconds West, 296.02 feet to an iron pin found; runs thence South 87 degrees 21 minutes 37 seconds West, 454.29 feet to an iron pin found; thence North 61 degrees 18 minutes 14 seconds West, 222.43 feet to an iron pin found; thence North 83 degrees 20 minutes 21 seconds West, 163.46 feet to a 12 inch hickory; thence South 46 degrees 47 minutes 11 seconds West, 75.85 feet to a 10 inch white oak; thence South 22 degrees 34 minutes 48 seconds West, 217.53 feet to an iron pin found at the most southerly southwest corner of the Williams Engineering Company, Inc. survey as shown on said plat of same; North 1 degrees 06 minutes 17 seconds West, 223.90 feet to a 10 inch white oak; thence North 13 degrees 07 minutes 27 seconds East, 206.49 feet to a spike; thence North 57 degrees 43 minutes 02 seconds West, 59.00 feet to a 14 inch beech; thence North 13 degrees 55 minutes 23 seconds East, 32.36 feet to a 14 inch beech; thence North 25 degrees 23 minutes 41 seconds East, 55.53 feet to a 12 inch oak; thence North 12 degrees 06 minutes 46 seconds East, 44.49 feet to nail; thence North 70 degrees 49 minutes 25 seconds West, 95.43 feet to an iron pin; thence North 68 degrees 29 minutes 44 seconds West, 104.16 feet to an 8 inch poplar; thence South 74 degrees 53 minutes 35 seconds West, 55.54 feet to an iron pin; thence South 60 degrees 31 minutes 24 seconds West, 115.84 feet to an iron pin; thence North 42 degrees 29 minutes 44 seconds West, 67.50 feet to a 14 inch white oak; thence North 43 degrees 46 minutes 23 seconds West, 92.22 feet to an iron pin; thence North 60 degrees 18 minutes 10 seconds West, 77.41 feet to an iron pin in the east right-of-way of Northshore Drive; runs thence North 48 degrees 41 minutes 45 seconds East with the east right-of-way of Northshore Drive marking the west boundary of this 123.94 acre tract, 126.78 feet; thence along a curve to the left from a tangent bearing North 47 degrees 51 minutes 18 seconds East, with a radius of 174.06 feet, through a central angle of 84 degrees 48 minutes 18 seconds, an arc distance of 257.63 feet; thence North 36 degrees 57 minutes 04 seconds West,

Exhibit A-1 Page 2 of 10

376.54 feet; thence North 38 degrees 32 minutes 47 seconds West, 307.36 feet; thence along a curve to the right with a radius of 339.34 feet, through a central angle of 86 degrees 47 minutes 01 seconds, an arc distance of 513.98 feet; thence North 48 degrees 14 minutes 14 seconds East, 36.25 feet; thence North 52 degrees 31 minutes 17 seconds East, 374.33 feet; thence along a curve to the left with a radius of 303.32 feet, through a central angle of 45 degrees 45 minutes 07 seconds, an arc distance of 242.21 feet; thence North 11 degrees 03 minutes 11 seconds East, 225.95 feet; thence along a curve to the left with a radius of 1449.07 feet, through a central angle of 12 degrees 08 minutes 23 seconds, an arc distance of 307.03 feet; thence North 4 degrees 59 minutes 00 seconds East, 34.30 feet; thence North 10 degrees 14 minutes 40 seconds East, 153.12 feet; thence North 15 degrees 30 minutes 21 seconds East, 112.89 feet; thence along a curve to the left from a tangent bearing North 9 degrees 24 minutes 09 seconds East, with a radius of 211.72 feet, through a central angle of 46 degrees 13 minutes 22 seconds, an arc distance of 170.81 feet; thence North 42 degrees 55 minutes 25 seconds West, 32.97 feet; thence along a curve to the right with a radius of 613.15 feet, through a central angle of 18 degrees 07 minutes 14 seconds, an arc distance of 193.92 feet; thence North 33 degrees 51 minutes 49 seconds West, 74.70 feet; thence along a curve to the left with a radius of 402.71 feet, through a central angle of 18 degrees 32 minutes 35 seconds, an arc distance of 130.33 feet; thence North 52 degrees 24 minutes 26 seconds West, 121.19 feet; thence along a curve to the right from a tangent bearing North 52 degrees 24 minutes 25 seconds West, with a radius of 170.04 feet, through a central angle of 17 degrees 30 minutes 42 seconds, an arc distance of 51.97 feet; thence North 34 degrees 53 minutes 42 seconds West, 113.30 feet; thence along a curve to the left with a radius of 415.28 feet, through a central angle of 34 degrees 09 minutes 10 seconds, an arc distance of 247.54 feet; thence North 69 degrees 02 minutes 54 seconds West, 296.00 feet to a no. 4 rebar set; thence North 48 degrees 02 minutes 49 seconds West, 68.65 feet to a no. 4 rebar set; runs thence North 29 degrees 12 minutes 01 seconds West, 100.54 feet to a no. 4 rebar set; runs thence North 43 degrees 42 minutes 35 seconds East, 170.13 feet to a no. 4 rebar set; runs thence North 63 degrees 28 minutes 35 seconds West, 77.04 feet to a no. 4 rebar set in the south right-of-way of the Pyburn Road; runs thence with the south right-of-way of the Pyburn Road along a curve to the right, with a radius of 904.62 feet, through a central angle of 27 degrees 29 minutes 18 seconds, an arc distance of 434.00 feet; thence South 80 degrees 58 minutes 10 seconds East, 736.75 feet to the **POINT OF BEGINNING**, containing 123.94 acres, more or less, by survey of Henry E. Williams, P.E., R.L.S., Tennessee Licensed Land Surveyor No. 505. All bearings contained in this description are Tennessee Grid, NAD 1983. This description is a compilation of surveys conducted by David Parsons, Tennessee Land Surveyor No. 1693 and Henry E. Williams, Tennessee Land Surveyor No. 505 between August of 1996 and April of 2003 and in 2009.

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LESS AND EXCEPTED THEREFROM is a 18.53 acre tract of land conveyed to Blue Steel Equities, L.L.C., by instrument dated March 22, 2012, and of record in **Record Book 553, Page 474**, in the Hardin County Register's Office.

TRACT 2:

BEGINNING at a no. 4 rebar found (N-283291, E-1304113 NAD 1983, Tennessee Grid Zone 4100) on the north side of an existing gravel road serving the lagoon system of Northshore and located in the west right-of-way of Northshore Drive, the southeast corner of the Hardin County Bank property described as Tract No. 4 consisting of 5.33 acres and described in Record Book No. 573, Page No. 205 in the office of the Register of Deeds for Hardin County, Tennessee, the same being the northeast corner of the remainder of the RWP Properties partnership described in Record Book No. 501, Page No. 739 and currently designated as Hardin County Tax Assessor Map No. 137, Parcel No. 12.67 and assessed as 77.35 acres, more or less in November of 2013; runs thence with the west right-of-way of Northshore Drive marking the east boundary of a 16.28 acre tract, along a curve to the left from a tangent bearing South 5 degrees 11 minutes 19 seconds West, with a radius of 389.34 feet, through a central angle of 16 degrees 10 minutes 00 seconds, an arc distance of 109.86 feet to a no. 4 rebar found with steel witness post, the most easterly southeast corner of a 16.28 acre tract and the northeast corner of the RWP Properties partnership property described as a 14.98 acre tract and currently designated as Hardin County Tax Assessor Map No. 137, Parcel No. 12.38; runs thence South 71 degrees 57 minutes 56 seconds West, 35.00 feet to a no. 4 rebar found with steel witness post; runs thence South 71 degrees 57 minutes 56 seconds West, 266.68 feet to a no. 4 rebar found, the northwest corner of the RWP Properties partnership property described as a 14.98 acre tract, an ell corner in the remainder of the RWP Properties partnership described in Record Book No. 501, Page No. 739 and currently designated as Hardin County Tax Assessor Map No. 137, Parcel No. 12.67, and the northeast corner and **TRUE POINT OF BEGINNING** of this 15.15 acre tract; runs thence South 2 degrees 23 minutes 31 seconds East with the west boundary of the RWP Properties partnership property described as a 14.98 acre tract and currently designated as Hardin County Tax Assessor Map No. 137, Parcel No. 12.38, 919.55 feet to a no. 4 rebar set in the north right-of-way of Northshore Drive, the same being the southwest corner of the RWP Properties partnership property described as a 14.98 acre tract and the southeast corner of this 15.15 acre tract; runs thence South 55 degrees 49 minutes 29 seconds West with the north right-of-way of Northshore Drive, 163.41 feet; South 38 degrees 29 minutes 19 seconds West, 47.96 feet; runs thence along a curve to the right with a radius of 113.00 feet, through a central angle of 92 degrees 35 minutes 01 seconds, an arc distance of 182.60 feet; thence North 45 degrees 52 minutes 02 seconds West, 92.78 feet; thence North 45 degrees 52 minutes 02 seconds West, 22.61 feet; thence along a curve to the left with a radius of 160.00 feet, through a central angle of 64 degrees 55 minutes 18 seconds, an arc distance of 181.30 feet;

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runs thence South 69 degrees 12 minutes 39 seconds West with the north right-of-way of Northshore Drive, 98.40 feet to a no. 4 rebar, the southwest corner of this 15.15 acre tract; runs thence North 2 degrees 44 minutes 44 seconds East with a severance line crossing the remainder of the RWP Properties partnership property described in Record Book No. 501, Page No. 739, 1090.03 feet to a no. 4 rebar, the northwest corner of this 15.15 acre tract lying in the south boundary of a 16.28 acre tract; runs thence South 78 degrees 49 minutes 34 seconds East with the south boundary of the 16.28 acre tract, 591.93 feet to the **POINT OF BEGINNING**, containing 15.15 acres, more or less, by survey of Henry E. Williams, P.E., R.L.S., Tennessee Licensed Land Surveyor No. 505 in November of 2011. All bearings contained in this description are Tennessee Grid, NAD 1983.

TRACT 3:

BEGINNING at a no. 4 rebar found with steel witness post in the west right-of-way of Northshore Drive, the southeast corner of the Newport Land Company, LLC property described as Tract No. 2 consisting of 73.04 acres in Record Book No. 460, Page No. 44 in the Register's Office of Hardin County, Tennessee, the same being the northeast corner of the remainder of the JDK Properties property described in Record Book No. 433, Page No. 179; runs thence South 52 degrees 31 minutes 18 seconds West with the west right-of-way of Northshore Drive, 381.80 feet; South 48 degrees 14 minutes 14 seconds West, 36.25 feet; runs thence along a curve to the left with a radius of 389.34 feet, through a central angle of 59 degrees 12 minutes 55 seconds, an arc distance of 402.38 feet with the west right-of-way of Northshore Drive to a no. 4 rebar set with steel witness post, the northeast corner and **TRUE POINT OF BEGINNING** of this 14.98 acre tract; runs thence with the west right-of-way of Northshore Drive marking the east boundary of this 14.98 acre tract, along a curve to the left from a tangent bearing South 10 degrees 58 minutes 41 seconds East, with a radius of 389.34 feet, through a central angle of 27 degrees 34 minutes 06 seconds, an arc distance of 187.33 feet; South 38 degrees 32 minutes 47 seconds East, 307.36 feet; South 36 degrees 56 minutes 53 seconds East, 375.15 feet; thence along a curve to the right with a radius of 124.06 feet, through a central angle of 84 degrees 48 minutes 18 seconds, an arc distance of 183.62 feet; thence South 47 degrees 51 minutes 13 seconds West, 323.42 feet; thence along a curve to the left with a radius of 368.63 feet, through a central angle of 45 degrees 07 minutes 26 seconds, an arc distance of 290.32 feet to the northwest intersection of the west right-of-way of Northshore Drive and Sailboat Pointe; runs thence North 85 degrees 35 minutes 06 seconds West, 8.05 feet; runs thence with the north right-of-way of Northshore Drive along a curve to the right from a tangent bearing North 85 degrees 35 minutes 03 seconds West, with a radius of 127.00 feet, through a central angle of 36 degrees 51 minutes 34 seconds, an arc distance of 81.70 feet; runs thence North 48 degrees 43 minutes 28 seconds West, 55.58 feet; North 38 degrees 42 minutes 25 seconds West, 243.72 feet; runs thence North 49 degrees 31 minutes 22 seconds West, continuing with the north right-of-way of

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Northshore Drive, 118.94 feet to a no. 4 rebar set with steel witness post, the southwest corner of this 14.98 acre tract; runs thence North 2 degrees 23 minutes 31 seconds West with a severance line crossing the original tract of which this 14.98 acre tract is a part, 919.55 feet to a no. 4 rebar set, the northwest corner of this tract; runs thence North 71 degrees 57 minutes 56 seconds East, passing a no. 4 rebar set with steel witness post at 266.68 feet, a total of 301.68 to the **POINT OF BEGINNING**, containing 14.98 acres, more or less, by survey of Henry E. Williams, P.E., R.L.S., Tennessee Licensed Land Surveyor No. 505 in November of 2008. All bearings contained in this description are Tennessee Grid, NAD 1983.

TRACT 4:

BEGINNING at a no. 4 rebar found with steel witness post at the northwest corner of a 5.25 acre tract now owned by John F. Odom and described as Tract No. 8 in Record Book No. 487, Page No. 98 in the east boundary of the Jerry Wood and wife, Brenda Wood property described in Deed Book No. 100, Page No. 117, the same being the southwest corner of a 24.30 acre tract being a portion of the remainder of the RWP Properties property described in Record Book No. 501, Page No. 739; runs thence North 1 degrees 33 minutes 20 seconds East with the east boundary of Wood, 73.77 feet to a 6 inch hickory; North 28 degrees 05 minutes 34 seconds West, 107.54 feet to a 14 inch pine; runs thence North 23 degrees 35 minutes 53 seconds West, 237.44 feet to an 8 inch pine in the east boundary of the Jimmy Adams property described in Deed Book No. 102, Page No. 146; runs thence North 3 degrees 01 minutes 12 seconds West with the east boundary of Adams, 101.90 feet to a 14 inch hickory; North 32 degrees 58 minutes 08 seconds East, 141.62 feet to a 10 inch tree; North 0 degrees 08 minutes 21 seconds West, 95.35 feet to an iron pin found; runs thence North 55 degrees 18 minutes 27 seconds East, 432.00 feet to a no. 5 rebar found with steel witness post, the northwest corner of this 24.03 acre tract, the northeast corner of Adams, the southeast corner of the Mark S. Blair and wife, Dee A. Blair property described in Record Book No. 485, Page No. 798, and the southwest corner of the Newport Land Company, LLC property described in Record Book No. 460, Page No. 43; runs thence South 85 degrees 50 minutes 27 seconds East with the south boundary of the Newport Land Company, LLC property, 548.95 feet to a no. 5 rebar found with steel witness post, the northeast corner of the 24.30 acre tract; runs thence South 15 degrees 25 minutes 34 seconds East, 61.26 feet to a no. 5 rebar found with steel witness post, the **TRUE POINT OF BEGINNING** of this 24.59 acre tract; runs thence South 78 degrees 43 minutes 34 seconds East with a severance line, 1461.94 feet to a no. 5 rebar found with steel witness post, the northeast corner of this 24.59 acre tract; runs thence South 2 degrees 44 minutes 44 seconds West, 1090.03 feet to a no. 5 rebar found in the north right-of-way of Northshore Drive, the southeast corner of this 24.59 acre tract; runs thence with the north right-of-way of Northshore Drive, along a curve to the right with a radius of 276.00 feet, through a central angle of 44 degrees 05 minutes 13 seconds, an arc distance of

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212.37 feet; North 66 degrees 42 minutes 08 seconds West, 54.87 feet; runs thence along a curve to the right with a radius of 220.00 feet, through a central angle of 44 degrees 30 minutes 42 seconds, an arc distance of 170.91 feet; thence North 22 degrees 11 minutes 26 seconds West, 49.31 feet; thence North 17 degrees 30 minutes 49 seconds West, 85.72 feet; runs thence along a curve to the left with a radius of 240.00 feet, through a central angle of 37 degrees 26 minutes 07 seconds, an arc distance of 156.81 feet; runs thence North 55 degrees 00 minutes 11 seconds West, 283.20 feet; thence North 52 degrees 05 minutes 21 seconds West, 252.42 feet; runs thence along a curve to the left with a radius of 193.00 feet, through a central angle of 82 degrees 34 minutes 07 seconds, an arc distance of 278.13 feet to a no. 5 rebar found with steel witness post, the southwest corner of this 24.59 acre tract and the southeast corner of a 24.30 acre tract; runs thence North 15 degrees 25 minutes 34 seconds West with the east boundary of the 24.30 acre tract, 700.55 feet to the **POINT OF BEGINNING**, containing 24.59 acres, more or less, by survey of Henry E. Williams, P.E., R.L.S., Tennessee Licensed Land Surveyor No. 505 in 2008. All bearings contained in this description are Tennessee Grid, NAD 1983.

TRACT 5:

BEGINNING at a no. 4 rebar found with steel witness post at the northwest corner of a 5.25 acre tract now owned by John F. Odom and described as Tract No. 8 in Record Book No. 487, Page No. 98 in the east boundary of the Jerry Wood and wife, Brenda Wood property described in Deed Book No. 100, Page No. 117, the same being the **TRUE POINT OF BEGINNING** of this 24.30 acre tract being a portion of the remainder of the RWP Properties property described in Record Book No. 501, Page No. 739; runs thence North 1 degree 33 minutes 20 seconds East with the east boundary of Wood, 73.77 feet to a 6 inch hickory; North 28 degrees 05 minutes 34 seconds West, 107.54 feet to a 14 inch pine; runs thence North 23 degrees 35 minutes 53 seconds West, 237.44 feet to an 8 inch pine in the east boundary of the Jimmy Adams property described in Deed Book No. 102, Page No. 146; runs thence North 3 degrees 01 minutes 12 seconds West with the east boundary of Adams, 101.90 feet to a 14 inch hickory; North 32 degrees 58 minutes 08 seconds East, 141.62 feet to a 10 inch tree; North 0 degrees 08 minutes 21 seconds West, 95.35 feet to an iron pin found; runs thence North 55 degrees 18 minutes 27 seconds East, 432.00 feet to a no. 5 rebar found with steel witness post, the northwest corner of this 24.03 acre tract, the northeast corner of Adams, the southeast corner of the Mark S. Blair and wife, Dee A. Blair property described in Record Book No. 485, Page No. 798, and the southwest corner of the Newport Land Company, LLC property described in Record Book No. 460, Page No. 43; runs thence South 85 degrees 50 minutes 27 seconds East with the south boundary of the Newport Land Company, LLC property, 548.95 feet to a no. 5 rebar found with steel witness post, the northeast corner of this 24.30 acre tract; runs thence South 15 degrees 25 minutes 34 seconds East with a severance line, 61.25 feet to a no. 5 rebar found; South 15 degrees 25 minutes 34 seconds East, 700.55 feet to a

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no. 5 rebar found with steel witness post in the north right-of-way of Northshore Drive, the southeast corner of this 24.30 acre tract and the southwest corner of a 24.59 acre tract; runs thence South 45 degrees 20 minutes 06 seconds West with the west right-of-way of Northshore Drive, 97.71 feet; runs thence along a curve to the left with a radius of 385.00 feet, through a central angle of 32 degrees 25 minutes 05 seconds, an arc distance of 217.83 feet; South 12 degrees 55 minutes 01 seconds West, 29.82 feet; runs thence along a curve to the right with a radius of 641.00 feet, through a central angle of 16 degrees 09 minutes 21 seconds, an arc distance of 180.74 feet; runs thence South 29 degrees 04 minutes 21 seconds West, 49.13 feet; runs thence along a curve to the left with a radius of 662.00 feet, through a central angle of 6 degrees 34 minutes 31 seconds, an arc distance of 75.97 feet to a no. 5 rebar found with steel witness post, the southwest corner of this 24.30 acre tract, the same being the northeast corner of the John F. Odom property described as Tract No. 8 consisting of 5.25 acres in Record Book No. 487, Page No. 98; runs thence North 50 degrees 00 minutes 24 seconds West with the north boundary of Odom, 122.46 feet to a 12 inch birch; North 67 degrees 21 minutes 04 seconds West, 132.99 feet to an 18 inch white oak; North 42 degrees 54 minutes 05 seconds West, 149.38 feet to a no. 5 rebar found; runs thence North 69 degrees 47 minutes 53 seconds West, 439.70 feet to the **POINT OF BEGINNING**, containing 24.30 acres, more or less, by survey of Henry E. Williams, P.E., R.L.S., Tennessee Licensed Land Surveyor No. 505 in 2008. All bearings contained in this description are Tennessee Grid, NAD 1983.

ALL BEING the same property conveyed to Anderson Hollow, LLC., by deed of Northshore, LLC., dated December 8, 2017, and recorded in **Record Book 679, Page 1**, in the Hardin County Register's Office.

Tract 6:

BEGINNING at a no. 4 rebar found (N-283291, E-1304113 NAD 1983, Tennessee Grid Zone 4100) on the north side of an existing gravel road serving the lagoon system of Northshore and located in the west right-of-way of Northshore Drive, the southeast corner of the Hardin County Bank property described as Tract No. 4 consisting of 5.33 acres and described in Record Book No. 573, Page No. 205 in the office of the Register of Deeds for Hardin County, Tennessee, the same being the northeast corner of the remainder of the RWP Properties partnership described in Record Book No. 501, Page No. 739 and currently designated as Hardin County Tax Assessor Map No. 137, Parcel No. 12.67 and assessed as 77.35 acres, more or less in November of 2013; runs thence with the west right-of-way of Northshore Drive marking the east boundary of this 16.28 acre tract, along a curve to the left from a tangent bearing South 5 degrees 11 minutes 19 seconds West, with a radius of 389.34 feet, through a central angle of 16 degrees 10 minutes 00 seconds, an arc distance of 109.86 feet to a no. 4 rebar found with steel witness post, the most easterly southeast corner of this tract and the northeast corner of the RWP Properties partnership property described as a 14.98 acre tract and currently

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designated as Hardin County Tax Assessor Map No. 137, Parcel No. 12.38; runs thence South 71 degrees 57 minutes 56 seconds West, 35.00 feet to a no. 4 rebar found with steel witness post; runs thence South 71 degrees 57 minutes 56 seconds West, 266.68 feet to a no. 4 rebar found, the northwest corner of the RWP Properties partnership property described as a 14.98 acre tract, an ell corner in the remainder of the RWP Properties partnership described in Record Book No. 501, Page No. 739 and currently designated as Hardin County Tax Assessor Map No. 137, Parcel No. 12.67, and the northeast corner of a 15.15 acre tract; runs thence North 78 degrees 49 minutes 34 seconds West with the north boundary of the 15.15 acre tract, 591.93 feet to a no. 4 rebar set, the northwest corner of the 15.15 acre tract; runs thence North 78 degrees 43 minutes 34 seconds West, 1461.94 feet to a no. 4 rebar set, the most westerly southwest corner of this 16.28 acre tract; runs thence North 15 degrees 25 minutes 34 seconds West, 61.25 feet to a no. 4 rebar set in the south boundary of the Newport Land Company, LLC property described as Tract No. 1 in Record Book No. 460, Page No. 43 ; runs thence South 85 degrees 50 minutes 27 seconds East with the south boundary of the Newport Land Company, LLC property described as Tract No. 1 in Record Book No. 460, Page No. 43, 799.57 feet to an iron pin, the southeast corner of the Newport Land Company, LLC property described as Tract No. 1 in Record Book No. 460, Page No. 43 and the southwest corner of the Montana Land Company, LLC property described as Tract No. 2 in Record Book No. 432, Page No. 241; runs thence South 85 degrees 13 minutes 03 seconds East with the south boundary of the Montana Land Company, LLC property, 230.72 feet to an iron pin; runs thence North 62 degrees 30 minutes 34 seconds East, 342.25 feet to an iron pin; runs thence South 83 degrees 32 minutes 25 seconds East, 272.65 feet to an iron pin, the same being the southeast corner of the Montana Land Company, LLC property; runs thence North 1 degrees 36 minutes 21 seconds West with the east boundary of the Montana Land Company, LLC property, 162.14 feet to an iron pin, the northeast corner of the Montana Land Company, LLC property; runs thence North 1 degrees 36 minutes 21 seconds West, 65.70 feet to a no. 4 rebar found, the southwest corner of the Hardin County Bank property described as Tract No. 4 consisting of 5.33 acres and described in Record Book No. 573, Page No. 205; runs thence North 77 degrees 03 minutes 16 seconds East with the south boundary of the Hardin County Bank 5.33 acre tract marking the north boundary of this 16.28 acre tract and running along the north side of an unnamed gravel roadway, 13.71 feet to a no. 4 rebar; runs thence along the north side of the gravel roadway, North 75 degrees 52 minutes 41 seconds East, 55.28 feet to a no. 4 rebar; thence along a curve to the right with a radius of 526.65 feet, through a central angle of 17 degrees 34 minutes 58 seconds, an arc distance of 161.62 feet to a no. 4 rebar; thence along a curve to the right from a tangent bearing South 86 degrees 32 minutes 21 seconds East, with a radius of 160.45 feet, through a central angle of 64 degrees 14 minutes 03 seconds, an arc distance of 179.88 feet to a no. 4 rebar; thence along a curve to the left from a tangent bearing South 22 degrees 18 minutes 19 seconds East, with a radius of 835.92 feet, through a central angle of 24 degrees 41 minutes 44 seconds, an arc distance of 360.30 feet to a no. 4 rebar; thence along a curve to the right from a tangent bearing South 47 degrees 00 minutes 03 seconds East, with a

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radius of 697.91 feet, through a central angle of 15 degrees 08 minutes 35 seconds, an arc distance of 184.45 feet to a no. 4 rebar; thence South 31 degrees 51 minutes 28 seconds East, 8.87 feet to a no. 4 rebar; thence South 47 degrees 57 minutes 42 seconds East, 34.67 feet to the **POINT OF BEGINNING**, containing 16.28 acres, more or less, by survey of Henry E. Williams, P.E., R.L.S., Tennessee Licensed Land Surveyor No. 505 in November of 2011. All bearings contained in this description are Tennessee Grid, NAD 1983.

BEING the same property conveyed to Anderson Hollow, LLC., by deed of RWP Properties dated July 11, 2018, and recorded in **Record Book 691, Page 891**, in the Hardin County Register's Office.

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

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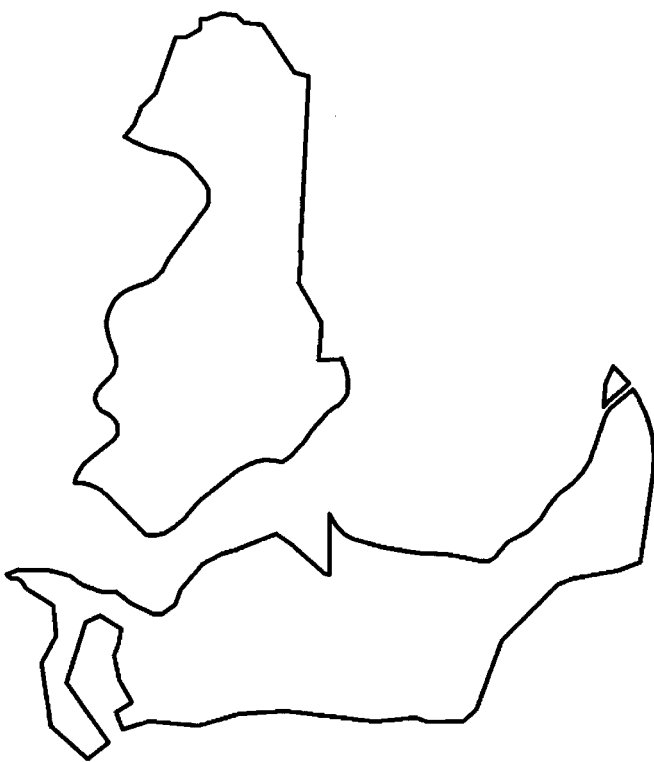
EXHIBIT A-2


Anderson Hollow, LLC

Drawing of the Property

(Drawing is attached immediately behind this page)

Exhibit A-2 Page 1 of 2




Anderson Hollow, LLC Boundary
 0 0.05 0.1 0.2 0.3
 Miles

This map was created by the FoodPlot Land Conservancy (FLC) for reference purposes only. The conservation easement boundary depicted herein is a representation of the boundary as shown on the most current aerial imagery available. The FLC is not responsible for any errors or omissions contained herein.
 Map prepared by: Matthew Moore, 2/14/2018

Exhibit A-2

EXHIBIT B

Anderson Hollow, LLC

Drawing Depicting Homesites

(Drawing is attached immediately behind this page)

Exhibit B Page 1 of 2



Anderson Hollow, LLC Conservation Easement - - Hardin Co, TN -- House Site Map --



This map was created by the Foothills Land Conservancy (FLC) for reference purposes only. It is not intended to be used as a legal document. The FLC is not responsible for any errors or omissions contained herein.
Map prepared by: Vander Moore, 10/9/2018

House Site Center Points	
1	35.093638 -88.218105
2	35.087991 -88.222655

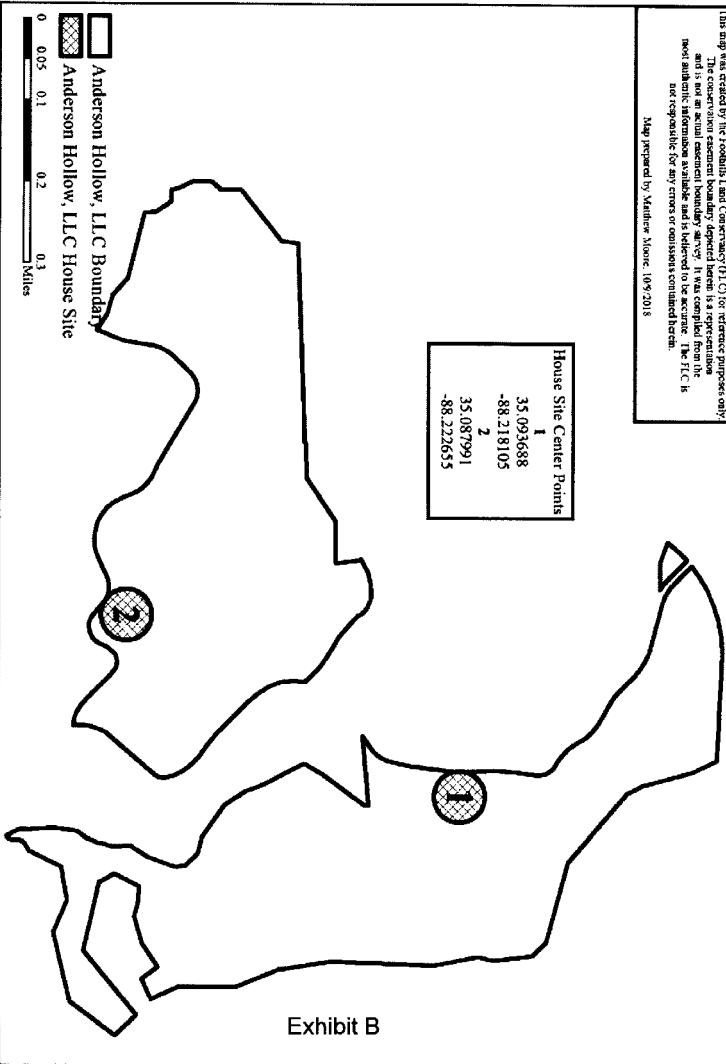


Exhibit B

EXHIBIT C

**Anderson Hollow, LLC
Legal Description of Homesites**

Homesite1:

TO FIND THE POINT OF BEGINNING, start at the centerpoint of a circular tract, such centerpoint having coordinates of Latitude $35^{\circ}05'37.277''$ (35.093688) North and Longitude $88^{\circ}13'05.178''$ (88.218105) West, thence Due North for a distance of 166.53' to a calculated point in the circumference of said circular tract, the **POINT OF BEGINNING**, thence from said POB with the edge of said circle, in a clockwise direction, a circle having a circumference of 1,046.34' to the said Point of Beginning, said circular tract having an area of approximately 2.0 acres.

Homesite2:

TO FIND THE POINT OF BEGINNING, start at the centerpoint of a circular tract, such centerpoint having coordinates of Latitude $35^{\circ}05'16.768''$ (35.087991) North and Longitude $88^{\circ}13'21.558''$ (88.222655) West, thence Due North for a distance of 166.53' to a calculated point in the circumference of said circular tract, the **POINT OF BEGINNING**, thence from said POB with the edge of said circle, in a clockwise direction, a circle having a circumference of 1,046.34' to the said Point of Beginning, said circular tract having an area of approximately 2.0 acres.

AFFIDAVIT OF CONSIDERATION

STATE OF Tennessee
COUNTY OF Blount

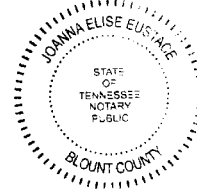
I hereby swear or affirm that the actual consideration for the conveyance set forth above is \$ -0-.

W. C. Adkins
Affiant

Sworn to and subscribed before me, a Notary Public, the 26 day of December 2018.

J. E. Eustace
Notary Public

My Commission expires: 9/27/22



Julie Gail Adkisson, Register
Hardin County Tennessee
Rec #: 131624 Instrument #: 139250
Rec'd: 285.00 Recorded
State: 0.00 12/27/2018 at 2:47 PM
Clerk: 0.00 in Record Book
Other: 2.00 701
Total: 287.00 Pgs 36-92

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